



**AGENDA**  
**COMMITTEE OF THE WHOLE**  
**Tuesday, May 17, 2016 at 6:30 p.m.**  
**Common Council Chambers - 224 East Jefferson Street**

Mayor Jeannie Hefty  
Edward Johnson, Alderman, 1<sup>st</sup> District  
John Ekes, Alderman, 1<sup>st</sup> District  
Ruth Dawidziak, Alderman, 2<sup>nd</sup> District  
Bob Grandi, Alderman, 2<sup>nd</sup> District  
Tom Vos, Council President, Alderman, 3<sup>rd</sup> District  
Jon Schultz, Alderman, 3<sup>rd</sup> District  
Thomas Preusker, Alderman, 4<sup>th</sup> District  
Todd Bauman, Alderman, 4<sup>th</sup> District

Student Representatives:  
Shiyue Xie (BHS)  
Abigail Sibilski (BHS)

1. Call to Order – Roll Call
2. Citizen comments
3. Approval of minutes for May 3, 2016 (*B. Grandi*) (*pg. 3*)
4. **Topic:** Discussion – To consider a request to amend the Municipal Code to allow chickens to be raised in the City of Burlington. (*pg. 7*)
5. **Topic:** Discussion – to consider amending the Official Traffic Map to change the time limit from 24 hours to 3 hours in the downtown city parking lot, also known as the Livery Lot. (*pg. 38*)
6. **Topic:** Discussion – Discussion regarding the Strategic Plan Initiatives Update. (*pg. 53*)
7. **Topic:** Resolution 4786(5) to consider approving the purchase of squad car for the Burlington Police Department from Miller Motors in the amount of \$29,641 plus tax, title and license fees. This item is scheduled for the June 7, 2016 Common Council meeting for final consideration. (*pg. 59*)
8. **Topic:** Resolution 4787(6) to consider approving an agreement with Graef to provide Municipal City Planner Services. This item is scheduled for the June 7, 2016 Common Council meeting for final consideration. (*pg. 74*)
9. **Topic:** Resolution 4788(7) to consider approving Combined Discharge of Sewerage Effluent Easement Agreement with Applied Material Solutions (AMS) at 2100 S. Pine Street. This item is scheduled for the June 7, 2016 Common Council meeting for final consideration. (*pg. 138*)

*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.*

- 10. Topic:** Resolution 4789(8) to consider authorizing the City of Burlington to enter into a design contract with Baxter & Woodman for the Well #11 Radium Improvement Project for the not-to-exceed amount of \$78,000. This item is scheduled for final consideration at the June 7, 2016 Common Council meeting. (pg. 160)
- 11. Topic:** Resolution 4790(9) to consider approving a Letter of Engagement with Ehlers to provide financing services with the Safe Drinking Water Fund Loan application in the amount of \$7,500. This item is scheduled for final consideration at the June 7, 2016 Common Council meeting. (pg. 168)
- 12. Topic:** Motion 16-838 to consider the annual insurance renewal with Zarek Insurance. This item is scheduled for the June 7, 2016 Common Council meeting for final consideration. (pg. 173)
- 13. Topic:** Motion 16-839 to consider approving an Airport Hangar Lease with Burlington Development Group, 707 Airport Road, at the Burlington Municipal Airport. This item is scheduled for the June 7, 2016 Common Council meeting for final consideration. (pg. 176)
- 14. Adjourn** (*T. Vos*)

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**COMMITTEE OF THE WHOLE**

**ITEM NUMBER: 3**

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**DATE:** May 17, 2016

**SUBJECT:** May 3, 2016 Committee of the Whole Minutes

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

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**BACKGROUND/HISTORY:**

The attached minutes are from the May 3, 2016 Common Council meeting.

**BUDGET/FISCAL IMPACT:**

N/A

**RECOMMENDATION:**

Staff recommends approval of the attached minutes from the May 3, 2016 Committee of the Whole meeting.

**TIMING/IMPLEMENTATION:**

This item is scheduled for final consideration at the May 17, 2016 Common Council meeting.

**ATTACHMENTS:**

Committee of the Whole Minutes

**CITY OF BURLINGTON**  
**Committee of the Whole Minutes**  
**Jeannie Hefty, Mayor**  
**Diahnn Halbach, City Clerk**  
**Tuesday, May 3, 2016**

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

Mayor Jeannie Hefty called the meeting to order at 6:33 p.m. starting with roll call. Aldermen present: Ed Johnson, John Ekes, Bob Grandi, Ruth Dawidziak, Jon Schultz, Tom Preusker and Todd Bauman. Excused: Tom Vos.

Student Representatives Present: Shiyue Xie. Student Representatives Absent: Abigail Sibilski.

Also present: City Administrator Carina Walters, City Attorney John Bjelajac, DPW Director James Bergles, Building Inspector Gregory Guidry, and Tom Foht of Kapur & Associates.

**2. Citizens Comments and Questions**

No comments.

**3. Approval of Minutes from April 6, 2016**

A motion was made by Preusker with a second by Bauman to approve the minutes from April 6, 2016. With all in favor, the motion carried to approve the minutes.

**4. Topic: Resolution 4782(1) to consider approving Extraterritorial Zoning for a Certified Survey Map at 7625 Franklin Road in the Town of Burlington.**

Mayor Hefty called on Gregory Guidry, City of Burlington Building Inspector to introduce and explain Resolution 4782(1). Guidry explained that although this property is located in the Town of Burlington, as part of the City's Extraterritorial Plat Approval Jurisdiction Area, all divisions and subdivisions of land shall be reviewed by the Plan Commission and Common Council. The owner wishes to consolidated the property from three parcels into two; however, because it's within 1.5 miles of the city limits, it needs to come before Council for consideration and approval. Guidry further stated that this has already been brought forth and approved by the Town and City Plan Commission.

There was no further discussion.

**5. Topic: Resolution 4783(2) to consider approving Amendment One to the Memorandum of Understanding with Racine County Services for services at City Hall.**

City Administrator Carina Walters gave a brief history of the city's working relationship with the County stating that back in 2012, Racine County sought to reallocate services from their facility at 209 N. Main Street in Burlington to City Hall. Services for Register of Deeds, County Clerk and County Treasurer would be provided by city staff, in exchange for eight hours of human resource assistance provided to the city on a weekly basis. Walters went on to say that the Human Resource staff member that was assigned to the city retired in 2014; however, city staff was still providing

county services on an average of 12.5 hours per week. Walters said that staff negotiated with the County to compensate a dollar amount of \$9,678.50 for the year 2016, equal to a staff member working 12.5 hours at the Administrative Assistant starting wage of \$14.89 per hour.

Preusker asked how the long the term of the agreement would be. Walters replied that it would auto-renew annually and could be terminated at any time from either party.

6. **Topic:** Resolution 4784(3) to consider approving an agreement with Ayres Associates for planning and design services for the Burlington Community Pool project.

Walters reminded Council that on March 15, 2015, they had authorized entering into an agreement to begin contract negotiations with Ayres Associates for the Burlington Community Pool project via Motion 16-829. Walters stated that Ayres broke down the agreement into six different phases in which the Common Council has the authority to cancel at any time of any phase. Walters stated that she feels the agreement is beneficial to both parties in which she noted highlights within the contract. Walters explained that upon approval, Ayres will begin to work on Phase 1) Site Assessment, and Phase 2) Preliminary Design, which will cost approximately \$52,500. Walters further stated that they are looking to approve the agreement at tonight's Common Council meeting, as time is of the essence especially if Council would like to try to make the August 31, 2016 deadline in order to be placed as a referendum item on the November 8, 2016 ballot.

Schultz asked if the intention is to include the referendum on the Presidential election ballot, and not its own special separate referendum election. Schultz said he supported including the referendum on the November ballot, due to a greater voter turnout, which will allow more people to have a say in the matter.

Ekes asked if Ayres indicated if they could make the referendum deadline. Walters replied that they did, which is why the city needs to keep moving forward and hitting the necessary deadlines.

Grandi mentioned that there is a pool management plan scheduled before the referendum, and wanted to know if there were numbers available as to what it will cost to run the pool, as this is an important piece that needs to be included before it goes to referendum. Walters responded that it is the intention of Ayres as well as staff to make sure that before the referendum occurs, that there is another public workshop to highlight what the pool will look like, what the operational costs will be, and what the pool will need to do in order to create revenue.

7. **Topic:** Resolution 4785(4) to consider the award of bid for the Burlington Bike Path Fence project to Northway Fence, Inc., in the amount of \$46,955.60.

Bergles explained that part of the Aurora project was to complete the bike path located along the KW Precast property which connects the Aurora property to the Beloit Street pedestrian parkway. Bergles explained that there were a total of four bidders and Northway Fence, Inc. was the low bidder and that this is a planned project and will be funded by TID #5 funds. Bergles further explained that staff has reviewed Northway Fence, Inc. and recommends approval at tonight's Common Council meeting.

8. **Topic:** Motion 16-837 to consider approval for Doug Snyder of Baxter & Woodman to proceed with submitting Well #11 Treatment Plans to the Wisconsin DNR.

Bergles reminded Council that the City approved Doug Snyder of Baxter and Woodman to complete an initial study regarding the possible Well 11 upgrade, along with identifying alternatives that would encompass the entire water distribution system for the City of Burlington.

Bergles added that the complete design plan must be submitted to the DNR by June 30, 2016 in order to be eligible for the Clean Water Fund program for 2017. Bergles also added, that the bottom line is that Well #11 has to be treated no matter future plans might be; he and staff recommended to move forward with Option 2. Softening Resin, due to the fact that it will take out strontium and radium and include a phosphate addition to prevent corrosion of the existing distribution lines, plus it's more economical than the other options and meets the DNR standards. This option will also allow existing home softeners to be used less or removed completely. Bergles added that if we don't move forward with this, then other projects can't be completed because we are already down a well and Well #11 needs to be brought back online in order to complete other projects.

Ekes asked to clarify that tonight's decision was just regarding Well #11 and not the storage or anything else that was included in the initial report. Snyder responded that the remaining items would be addressed at a later date because the DNR has not responded to the report yet.

Schultz wanted to be reminded why Well #11 is so important in this process. Bergles responded that we need Well #11 in order to do maintenance on the other wells and that we can't shut the other ones down while Well #11 offline. Snyder added that the other component that is pushing this, is that the City currently has submitted an application for funding from the DNR and there is a very strong chance of obtaining a very low interest rate (less than 2%) for the next 20 years because of the previous consent order with Well #11; however, if that lapses, communities such as Waukesha and Oak Creek, will have higher ranking projects, to which money will be allocated to before it would go to smaller ranked projects. Snyder added that we want to take advantage of this opportunity before it's gone.

Grandi asked how this would be paid for, besides the low interest rate. Walters responded that dollars were allocated in the 2016 budget for painting; however, the majority of it can be taken out of the Clean Water Loan Fund.

Schultz wanted to know what the cost of the design contract will be. Snyder replied that the cost will be up to \$78,000.

## **9. Adjourn**

A motion was made by Ekes with a second by Bauman to adjourn the meeting. With all in favor, the meeting adjourned at 7:06 p.m.

Minutes respectfully submitted by:

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Diahnn C. Halbach  
City Clerk  
City of Burlington



**COMMITTEE OF THE WHOLE AGENDA**

**ITEM NUMBER: 4**

**DATE:** May 17, 2016

**SUBJECT:** DISCUSSION to consider amending Ch. 104-2 of the Municipal Code to allow raising chickens within city limits.

**SUBMITTED BY:** Megan Watkins, Director of Administrative Services

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**BACKGROUND/HISTORY:**

At the April 6, 2016 Committee of the Whole meeting, Angela Schenk, a city resident, requested an ordinance amendment to allow backyard chickens. Backyard or urban chickens refer to chickens that are raised within dense residential areas, such as the cities and other urban areas. Raising backyard chickens has become a large movement in recent years among several communities nationwide and has caused much controversy.

Currently, City Ordinance prohibits chickens and other livestock from being raised within city limits. In an effort to allow the Council the needed information to make an informed decision whether an amendment to the ordinance should be drafted, a list of pros and cons is attached to this packet, as well a memorandum from Angela Schenk and a packet from UW-Extension. To provide a community perspective on this topic, Staff conducted a survey via the City's Facebook page. A total of 368 people responded to the survey. The results of the survey, as well as comments supplied by residents are also attached in this packet.

**BUDGET/FISCAL IMPACT:**

None

**RECOMMENDATION**

Staff seeks Council direction on whether to draft an ordinance to amend Ch. 104-2 to allow chickens to be kept within city limits.

**TIMING/IMPLEMENTATION:**

This item is scheduled for discussion at the May 17, 2016 Committee of the Whole meeting.

**ATTACHMENTS:**

List of pros and cons  
Community survey results and comments  
Memo from Angela Schenk  
Information from UW-Extension  
Ch. 104 of the Municipal Code

### Pros of Backyard Chickens

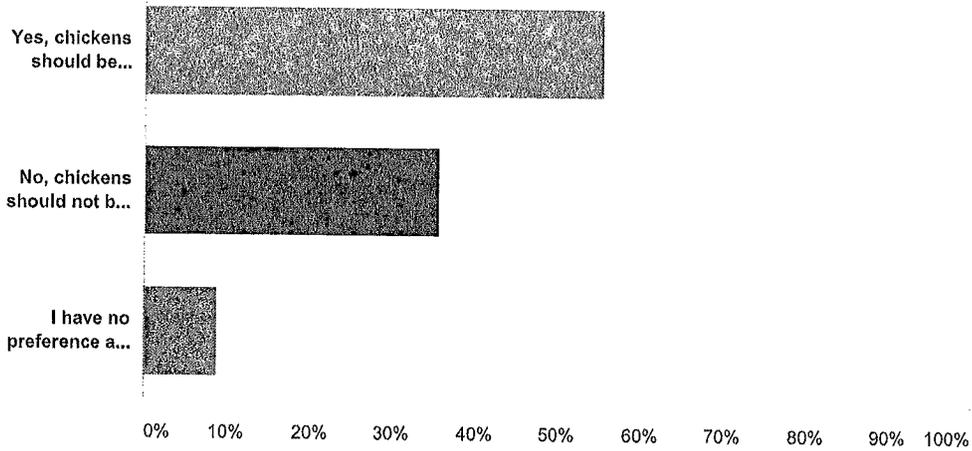
Fresh eggs/improved nutrition  
Fertilizer from droppings/green living  
Animal welfare vs. commercial raising  
Weed and insect control  
Healthier meat  
Educational  
Disposal of kitchen and garden scraps  
Companionship and entertainment

### Cons of Backyard Chickens

Nuisances from unkempt coops/yards  
Increased dust from birds/coops  
Birds attract fleas, mites and ticks  
Noise from roosters  
Potential fires from heat lamps in coops  
Food attracts mice and rats  
Birds may attract predators  
Disposal of deceased birds  
Possible diseases if birds/coops are unkempt  
City regulating/licensing

### Q1 Do you feel chickens should be allowed within city limits?

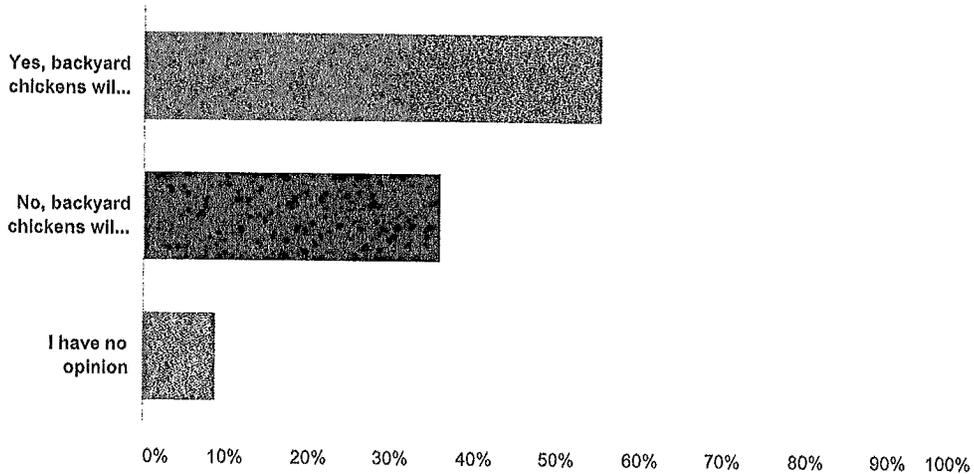
Answered: 367 Skipped: 1



Answer Choices	Responses
Yes, chickens should be allowed	55.59% 204
No, chickens should not be allowed	35.69% 131
I have no preference as long as it is not a nuisance	8.72% 32
<b>Total</b>	<b>367</b>

### Q2 Do you feel backyard chickens will benefit the community?

Answered: 367 Skipped: 1

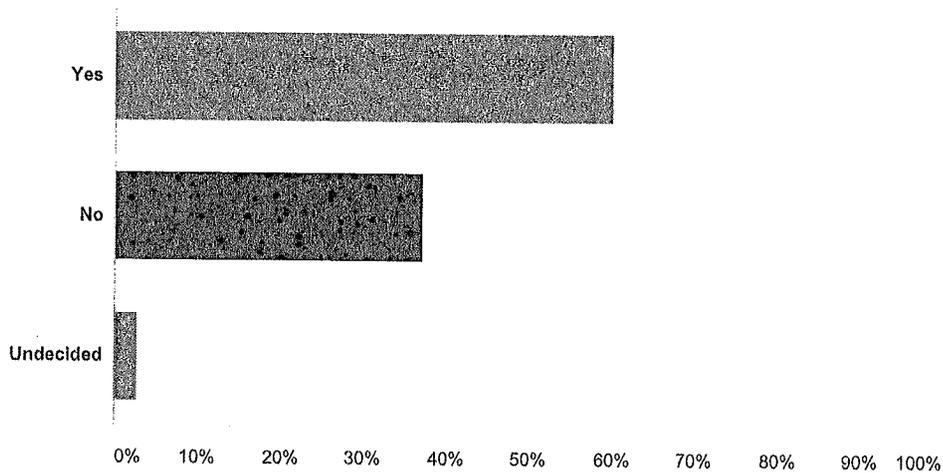


Answer Choices	Responses
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Yes, backyard chickens will benefit the community	55.31%	203
No, backyard chickens will hurt the community	35.97%	132
I have no opinion	8.72%	32
<b>Total</b>		<b>367</b>

**Q3 Are you in favor of a change to the Ordinance that would permit chickens to be kept in the City of Burlington?**

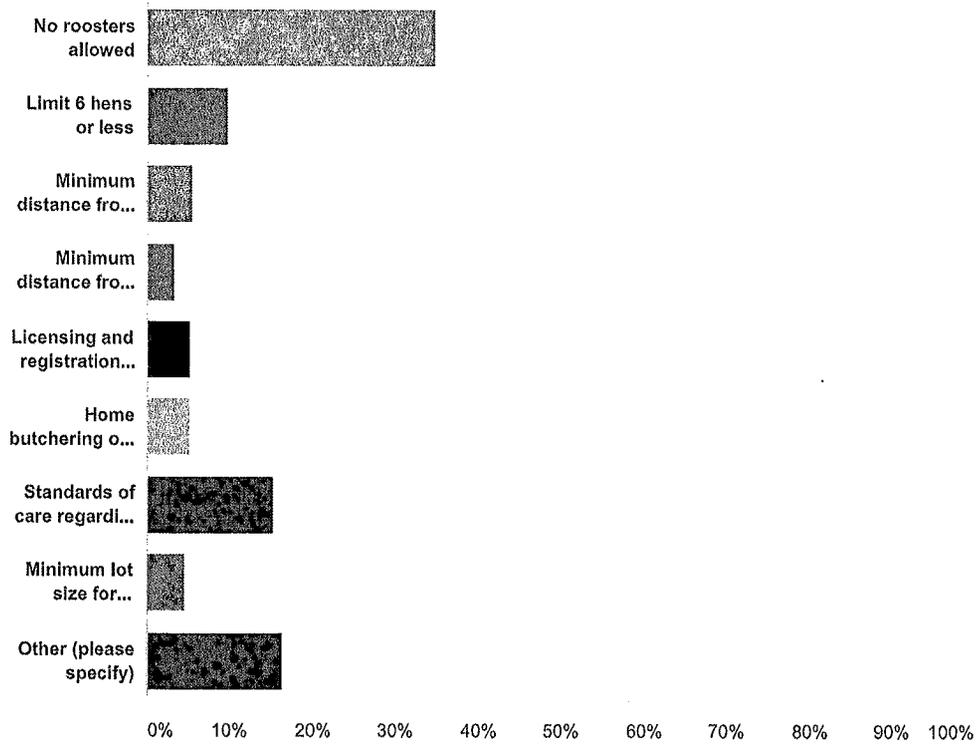
Answered: 368 Skipped: 0



Answer Choices	Responses
Yes	60.05% 221
No	37.23% 137
Undecided	2.72% 10
<b>Total</b>	<b>368</b>

**Q4 If chickens were to be allowed within city limits, which of the following regulations is most important to you?**

Answered: 349 Skipped: 19



Answer Choices	Responses
No roosters allowed	34.96% 122
Limit 6 hens or less	9.74% 34
Minimum distance from neighboring buildings/structures	5.44% 19
Minimum distance from property line	3.44% 12
Licensing and registration with the City to keep chickens	5.16% 18
Home butchering of birds prohibited	5.16% 18
Standards of care regarding coop construction and manure handling	15.19% 53
Minimum lot size for keeping chickens	4.58% 16
Other (please specify)	16.33% 57
<b>Total</b>	<b>349</b>

#	Other (please specify)	Date
1	no chickens allowed	5/10/2016 7:46 AM
2	I would say a little of all of them	5/9/2016 6:41 PM
3	No chickens	5/9/2016 4:45 PM
4	Cleanliness!!! We don't need any more rodents!!	5/9/2016 12:31 PM
5	None allowed	5/9/2016 12:09 PM
6	NO Chickens in City!!!!	5/9/2016 11:29 AM
7	No, move to country	5/9/2016 11:28 AM
8	No more than 20	5/9/2016 11:04 AM

# Backyard Chickens in the City of Burlington

SurveyMonkey

9	no exploiting for food/eggs/meat - pets only	5/9/2016 10:45 AM
10	Maximum 2 birds	5/8/2016 6:47 PM
11	bad idea	5/8/2016 7:11 AM
12	If the above were numbered, then 2, 4, 5, and 7 are important.	5/8/2016 6:47 AM
13	None. It is called Liberty!	5/7/2016 10:40 AM
14	I think more than one choice would be nice. * NO rooster, standards of care regarding coop construction and manure handling, fenced in, limit of 6 hens	5/7/2016 9:09 AM
15	Chickens have no place within the city limits, that's what towns and hobby farms are for.	5/7/2016 7:27 AM
16	No chickens in the city period.	5/7/2016 6:41 AM
17	None	5/6/2016 10:45 PM
18	You should allow more than one response I agree with almost all of these	5/6/2016 10:21 PM
19	Shouldn't allow chickens.	5/6/2016 2:38 PM
20	Almost all these concern me	5/6/2016 12:57 PM
21	Both no roosters and the handling. Houses in the city are too close together without proper regulation	5/6/2016 11:51 AM
22	No chicken	5/6/2016 11:39 AM
23	No roosters, 6 hen limit, 100sq ft coop limit. Do not enforce licensing, you get enough money in other ways. Fingers out of the tax payers pockets.	5/6/2016 9:52 AM
24	No chickens , period	5/6/2016 7:50 AM
25	No roosters and a limit of birds	5/6/2016 7:37 AM
26	All of the above	5/6/2016 7:36 AM
27	All of the above	5/6/2016 7:27 AM
28	Home butchering prohibited along with limits. I have vacationed on an island with wild chickens, a rooster's crow is not always the best especially at 4:30 a.m.	5/6/2016 8:10 AM
29	10 HENS	5/6/2016 3:35 AM
30	All of the above	5/5/2016 10:58 PM
31	must keep in a fenced backyard!!! so they're not loose all over the streets and passing people do not harm the chickens! And might I add.... I do not believe animals belong in the cage!	5/5/2016 10:52 PM
32	nah homiez	5/5/2016 10:42 PM
33	All of the above	5/5/2016 10:01 PM
34	Keeping it to 4 or less per home	5/5/2016 9:44 PM
35	Limit 6 or less, standards of care and manure handling, no roosters	5/5/2016 9:19 PM
36	all of the above	5/5/2016 9:08 PM
37	Amount of noise	5/5/2016 9:07 PM
38	No chickens	5/5/2016 8:58 PM
39	Absolutely no chickens anywhere in city limits...you don't go changing the rules everytime one nutcase wants the rules changed...it's called just say no.....don't like our rules then leave	5/5/2016 8:49 PM
40	All the above.	5/5/2016 8:29 PM
41	All of the above!	5/5/2016 8:27 PM
42	Keep chickens penned up and not loose	5/5/2016 8:19 PM
43	Respect of neighbors.	5/5/2016 8:15 PM
44	They do not belong period. They can promote filth if not properly tended to and chicken coops or sheds could devalue neighboring properties.	5/5/2016 8:02 PM
45	Move to the county if you want chickens.	5/5/2016 7:26 PM

46	space removes comment	5/5/2016 6:43 PM
47	Will not allow more than one selection.	5/5/2016 6:28 PM
48	zero chickens	5/5/2016 6:28 PM
49	This question is not working properly - 5 most important: Limit to 4 hens or less (NOT 6); home butchering prohibited, standard care of coop, minimum lot size, lic and reg	5/5/2016 6:24 PM
50	I think all of these are fair and make sense.	5/5/2016 6:08 PM
51	If kept un-humanely you lose the right to have chickens	5/5/2016 6:04 PM
52	6 hens limit, minimum distance from property line, standards of care, minimum lot size	5/5/2016 5:51 PM
53	Minimum lot size, less than 6 hens, no roosters, licensing and registration and no butchering	5/5/2016 5:51 PM
54	None	5/5/2016 5:44 PM
55	As long as they don't make noise and smell	5/5/2016 5:11 PM
56	All of the above	5/5/2016 5:01 PM
57	All of the above	5/5/2016 4:58 PM

### Q5 Do you have further comments?

Answered: 121 Skipped: 247

#	Responses	Date
1	I think that raising chickens should be permitted in the city as long as some common sense/ non ridiculous ordinances are in place.	5/9/2016 6:41 PM
2	No chickens	5/9/2016 4:45 PM
3	RATS	5/9/2016 1:41 PM
4	Care of chickens also important. Due to traffic concerns yard should be required to be fenced.	5/9/2016 1:05 PM
5	If people want chickens, they should live in the country!	5/9/2016 12:31 PM
6	yeah get with the rest of the world! I think this is a wonderful idea	5/9/2016 11:46 AM
7	They are a nulsance!	5/9/2016 10:44 AM
8	I will not and do not support any backyard animals in Burlington.	5/9/2016 10:38 AM
9	6 or less hens is resonable. No roosters should be allowed.	5/9/2016 10:20 AM
10	If chickens are allowed, don't make so many rules that it makes it ridiculous to own them. Permits are more paperwork, so are property line ordinances. Limit size of flock and no roosters and let people that want chickens have them.	5/9/2016 10:18 AM
11	Please do not allow this!!!	5/9/2016 10:17 AM
12	I feel this is a horrible idea that promotes spread of disease, unwanted noise and friction between neighbors, and promotes stereotypes of Burlington being a redneck hicktown.	5/8/2016 6:47 PM
13	crazy stupid idea	5/8/2016 7:11 AM
14	I do not have a problem with the chickens as long as they are cared for properly and something can be done if they are not, especially if you are the neighbor.	5/8/2016 6:47 AM
15	As long as this occurs on the person's property, the city should be mute.	5/7/2016 10:40 AM
16	People against this are not understanding of how expensive it is to live in the country. I'm glad people want to be more self sustaining.	5/7/2016 9:09 AM
17	Allowing chickens within the city limits could significantly impact property values negatively. Many of our subdivisions have abandoned control over their covenants and restrictions, many of which would ban chickens. It would be unfair for the city to allow chickens within the city limits without established subdivisions having the ability to ban them.	5/7/2016 7:27 AM
18	Chickens in the city would be a nuisance. What happens when they get out and get hit by a car or a child starts chasing them and runs out in the road! Not a good idea at all. NO to chickens in the city.	5/7/2016 6:41 AM

19	Yes to chickens!!! Keep it local. Very cool. Very progressive. Allow the city to be on the cutting edge. Do it!	5/6/2016 10:51 PM
20	2 chicken per household no roosters they are ones that make the noise chickens aren't any noisier than wild birds. proper housing should be reviewed too.	5/6/2016 7:17 PM
21	I would want strict laws if it's allowed and I would want them enforced. If my neighbor has chickens it should not affect me at all and the coop should not be an eye sore.	5/6/2016 7:11 PM
22	Have raised chicken. Don't belong in city. Smelly and messy.	5/6/2016 5:53 PM
23	The chicken feed can be a draw for rodents, namely rats.	5/6/2016 5:33 PM
24	Then it's chicken fences so the wild animals do not harm them	5/6/2016 4:52 PM
25	After growing up on a farm that had chickens, I honestly believe that they do not belong in a city. There would be too many issues with rooster noise, noise to neighbors, manure disposal, and manure smell in the summer.	5/6/2016 3:14 PM
26	Add answers to #4 . . 6 hens or less and standards of care regarding coop and manure	5/6/2016 2:37 PM
27	Chicago can have chickens, c'mon	5/6/2016 2:27 PM
28	Back in the fifties we had chickens to feed our large family. Today that's not the case . I understand that there are families that need to cut back on grocery bills but you have a very resourceful couple that will keep up on the job of raising chickens.	5/6/2016 1:24 PM
29	Seriously, chickens in the city. :-/	5/6/2016 1:11 PM
30	I'm strongly in favor of allowing this. This is becoming fairly common in many communities.	5/6/2016 1:06 PM
31	I don't want to have to look at a neighbor's coop from my yard.	5/6/2016 12:57 PM
32	They attract rats & rodents.	5/6/2016 12:50 PM
33	Not for this what so ever. Chickens are for a farm in the country, not in town.	5/6/2016 12:50 PM
34	Move to the town if you want chickens	5/6/2016 12:13 PM
35	I strongly oppose this as a homeowner and taxpayer. Chickens can harbor disease, and with feral cats that aren't already controlled we are going to allow further degradation of our community.	5/6/2016 11:51 AM
36	No chicken or any other farm animal	5/6/2016 11:39 AM
37	No chickens in the city. Don't need the extra noise or mess	5/6/2016 11:33 AM
38	So many could benefit from this! The eggs alone could nourish for a very long time. The meat is a worthwhile investment as well.	5/6/2016 11:33 AM
39	Chickens are dirty and noisy. They do not belong within the city limits.	5/6/2016 11:24 AM
40	Buy from local farms, if people want to raise chickens they should buy a farm.	5/6/2016 10:58 AM
41	What does it matter if backyard chickens benefit the community? It should matter if backyard chickens would benefit the individual. And yes, they would greatly benefit the individual. And licensing and registration with the city to keep chickens should NOT be the city's concern. We already pay enough in taxes here in Burlington, so no need to steal more of our hard earned money.	5/6/2016 10:34 AM
42	They are too dirty	5/6/2016 9:09 AM
43	There is no need for people to keep farm animals within the city. There are more than enough sources of farm fresh eggs in the area.	5/6/2016 9:06 AM
44	As long as they are not a nuisance to the neighborhood within reason, I think it would be ok.	5/6/2016 8:33 AM
45	Chickens are a mess.	5/6/2016 8:14 AM
46	Backyard chickens would be an asset to our community. It would give families the opportunity to know where their food comes from. I have raised chickens in the past and they are very easy to keep and fun to watch. Great for teaching children responsibility and to help them to understand how to raise their own food. I am all for it.	5/6/2016 7:54 AM
47	I'm against this because of the smell, crowing of roosters, and the attraction of coyotes.	5/6/2016 7:50 AM
48	No roosters.	5/6/2016 7:38 AM
49	I definitely don't want them. I feel many residents already have a difficult time maintaining their property in Burlington. Owners could easily move a mile away to the town of Burlington to raise chickens or purchase local free range, grass fed eggs and chickens from local farmers.	5/6/2016 7:27 AM

50	Chickens are extremely messy and how would the city ensure that this would not impact the neighbors? How would the city ensure that having messy chicken coupes would not lower property values for the neighbors? The city does not have the resources to police those with chickens to ensure that they are keeping it clean.	5/6/2016 7:18 AM
51	Chickens belong out in the country not in the city	5/6/2016 6:58 AM
52	Thank you for the opportunity to participate in this discussion. My parents neighbor's have chickens. Certainly less disruptive than having church at the neighbor's house across the street every weekend.	5/6/2016 6:10 AM
53	Chickens belong in rural areas and in farms. Let's support our local farmers and purchase from them.	5/6/2016 4:25 AM
54	I hope this ordinance passes. Many other communities, including those in much more urban areas than Burlington, have allowed for their residents to own egg laying hens. A good step forward!	5/6/2016 3:20 AM
55	No chickens	5/6/2016 2:20 AM
56	This is dumb. Eggs are practically abundant. And have no problems and raised the same anyways. Also people would get way to worked up about them. Its not worth the drama	5/6/2016 12:25 AM
57	I've been wanting this for a very long time. Lets get this done!	5/5/2016 11:43 PM
58	Yes yes yes!!	5/5/2016 11:20 PM
59	If you want chickens, buy a farm!	5/5/2016 11:15 PM
60	Because I was unable to select more than one option for Question #4, I would add choices B, C, F, and H. The singular selection I made indicates my top priority choice.	5/5/2016 10:43 PM
61	No	5/5/2016 10:28 PM
62	Great thing to consider. Very enjoyable hobby	5/5/2016 10:20 PM
63	There are plenty of local farmers and others who sell fresh eggs at a very reasonable price. No reason at all to allow chickens in the city. It would be ridiculous.	5/5/2016 10:15 PM
64	I reside in Genoa City and if my wife didn't press me to get the allowed 2 chickens per residential lot, I would frown on an ordinance allowing g them. Like any pet, dogs or cats if they are not taken care of they are a nuisance. I have had chickens almost 3 years now... if their waste starts smelling bad.. thier diet needs to be adjusted. The feces are easily composted or disposed of same as responsible dog owners. The only con I can say in my experience so far is I don't use weed n feed to keep dandelions at bay... as long as you regulate the number of hens 2-4 per residential lot you will have some happy residents... those who are not interested in backyard poultry most likely will not know thier Neighbor has chickens..	5/5/2016 10:09 PM
65	They should not be allowed to be free range in the city. They need to be in a coop.	5/5/2016 10:07 PM
66	People have plenty of other options to buy farm fresh eggs. We seem to have enough issues with people not caring for their properties. Why create more oportunitles for the city to look worse.	5/5/2016 10:01 PM
67	Allowing chickens within city will lead to other animals of this type	5/5/2016 10:00 PM
68	I strongly believe there should be regulations, like dogs, but we need to allow chlckens in the city. Limited number of chlckens per household, no roosters, physical dwelling and cleanliness	5/5/2016 9:57 PM
69	Chickens or hens are a benfit to any community and or household when ordinces and regulations are followed. Chickens are a pesticide free way of reducing insect population (mosquitos, ticks) that carry infectious illnesses to humans. They are a joy to have for many home owners and city residents	5/5/2016 9:42 PM
70	Yes but to many things to flst,such how many allowed in one block radlius. Apartment dwellers? Renters. Construction and handling of manure,ect....	5/5/2016 9:20 PM
71	Somethings need to be changed with the times.	5/5/2016 9:19 PM
72	I think you are opening a can of worms. If someone wants chickens move to the country. Chickens do not belong in the back yard in the city	5/5/2016 9:08 PM
73	This is rediculous that our city is spending time on this when we have ordinances that are way out of date. We pay taxes to discuss this? Work on the downtown Instead!	5/5/2016 9:07 PM
74	Ok outside city limits. Not in town!	5/5/2016 9:01 PM
75	No chickens	5/5/2016 8:58 PM
76	No	5/5/2016 8:51 PM

77	Ridiculous to spend time and money on this stupid request laws are here for a reason.....answer is No.....you going to let every nut request law changes?? Pretty soon you going to allow mosques built here?..bad enough your building low income housing bringing crime criminals and low life's here	5/5/2016 8:49 PM
78	You should have allowed more than one regulation to be checked that is most important or order them from most important to least.	5/5/2016 8:46 PM
79	Would love to have backyard chickens as I have a barn and coop but live within city limits. I have a large family and this would be very beneficial to us.	5/5/2016 8:44 PM
80	I am actively looking to move outside of city limits so that we can have chickens. This ordinance would be a huge factor in my family staying in the city.	5/5/2016 8:39 PM
81	Think it'll be a neat idea especially befor kids who would enjoy 4-h and cannot afford a large livestock they can still learn about poultry and participate	5/5/2016 8:34 PM
82	I would personally love to have a few hens.	5/5/2016 8:33 PM
83	Chickens attract rats I have seen first hand the deviation of infestation caused by rats enjoying the same hospitality as the chickens. Though the chickens were well cared for and clean and contained. The rats were free to come and go undetected until irreparable damage had been done. In the end a sink hole collapsed a backyard and a back wall of a brick house.	5/5/2016 8:31 PM
84	Limit to 6 because people will always take advantage.	5/5/2016 8:31 PM
85	No	5/5/2016 8:29 PM
86	Max of 10 birds.	5/5/2016 8:28 PM
87	I live in the city for a reason. If someone wants livestock they should live in a town or have proper acreage.	5/5/2016 8:27 PM
88	This is crazy! We have plenty of options to purchase organic eggs and chicken in the area. There is a reason we have this ordinance in the first place. This is a city with close quarter between a lot of homes. This isn't a farm.	5/5/2016 8:27 PM
89	All of the points in #4 would need to be met if passed. If you want chickens... MOVE TO THE COUNTY. If you don't want to move, you must not want them too bad..	5/5/2016 8:24 PM
90	I do no support any backyard chickens.	5/5/2016 8:16 PM
91	This is a great trend. Good for our city to open our minds on this topic. It can be a very healthy addition to our community.	5/5/2016 8:15 PM
92	I think allowing backyard chickens is a great idea and will help benefit the entire community	5/5/2016 8:14 PM
93	The City is already struggling to stay on top of monitoring existing ordinances. Allowing people to raise chickens, without the capacity to monitor the activity, is a recipe for disaster.	5/5/2016 8:12 PM
94	Burlington is trying to beautify the city and we don't have the time or manpower to ensure backyard chickens and their owners are keeping things clean. There is enough to do already with run down properties and homes that look like junk yards. We should not change an ordinance for a few. I see no gain from this rdiculas request.	5/5/2016 8:02 PM
95	I am so happy to see this issue being discussed and the possiblilty for Burlington to raise their own food! Smart move Burlington !!	5/5/2016 7:48 PM
96	It's working well in other cities, it could work well here. Residents want the opportunity to produce their own eggs for consumption.	5/5/2016 7:38 PM
97	I think It would be a beneficial experience for those of us with kids that live in the city to have an experience raising farm animals. Would also like to be able to own a pot bellied pig as well in the city but that's a different issue for another time.	5/5/2016 7:32 PM
98	The good this can do for us is endless,for my whole family and our community,schools,businesses, it's an awesome thought!!!	5/5/2016 7:26 PM
99	Please, they do not belong in the city limits. Move to the county if you want chickens.	5/5/2016 7:26 PM
100	I have a neighbor that raises rabbits in the city limits, sure get tired of smelling all that poop that wasn't disposed of properly	5/5/2016 7:23 PM
101	Should allow chickens, pigs, and goats!	5/5/2016 7:11 PM
102	No. 2 has no allowance for "no benefit"...only hurt or help can't answer no. 4...it blanks out multiple choices.	5/5/2016 6:43 PM
103	Question #4 did not allow for choosing more than one. I would add limiting to no more than 6 hens, minimum distance from neighboring structures, licensing and registration required.	5/5/2016 6:43 PM

104	You can only pick one for question 4. The only thing I would object to would be no chickens in back of a duplex or apartment building.	5/5/2016 6:43 PM
105	Too much time has already been spent discussing a terrible idea.	5/5/2016 6:41 PM
106	I could only choose one and not 5	5/5/2016 6:30 PM
107	I would love to get involved and join forces here to support changing the ordinance. I was planning on collecting signatures as well as setting up a table at our local farmers market to help raise awareness about backyard chickens. Let me know how I can be of help. Kimberly 262-977-3070	5/5/2016 6:28 PM
108	let's not live up to the burlingtucky name	5/5/2016 6:28 PM
109	Please do not pass this ordinance. The keeping of chickens within the city limits will inevitably increase pests. The odor of chickens and fecal matter will be most unpleasant. Burlington is SURROUNDED by farms and EASY access to fresh eggs. There is no economic reason to push this forward. City lots are NOT built to accommodate chickens.	5/5/2016 6:24 PM
110	Question #4 only let me pick one. I had 3 chosen.	5/5/2016 6:23 PM
111	I feel this day and age there's no down size to keeping back yard chickens. Fresh eggs r great and chickens will help keep the bug population down. I see no reason not to allow chickens in the city.	5/5/2016 6:12 PM
112	N/A	5/5/2016 6:04 PM
113	Against	5/5/2016 5:55 PM
114	Question #4 should be checkboxes instead of radio buttons. Keeping chickens makes families more self-sufficient. It was very popular to raise chickens in cities in Victorian times as it provided a cheap source of eggs for the family. :)	5/5/2016 5:51 PM
115	#4 I could only choose one, somimerotemout my answers.	5/5/2016 5:51 PM
116	I think this is an awesome idea whose time has come.	5/5/2016 5:39 PM
117	I would be very against it if roosters were allowed. I would also be concerned about the upkeep involved and if it would produce a smell if not maintained properly.	5/5/2016 5:28 PM
118	Burlington is very behind the times in allowing this.	5/5/2016 5:15 PM
119	I don't know much about this topic but if they are nit a nuisance than I'm fir change but if they cause any noise or any other problems than no.	5/5/2016 5:11 PM
120	#4 did not allow five choices. No butchering and a limit would be great. Eggs are expensive and farm raised are yummy!	5/5/2016 5:03 PM
121	If the high school wishes to offer an ag course which uses the chickens, that is fine. I don't believe they belong in a residential setting.	5/5/2016 5:01 PM

1	I don't have a problem with chickens in urban city area. But I do feel that there are some restrictions that should apply. If the person is not maintaining the area then they should be restricted from having the chickens. It needs to be regulated and the neighbors need to have some recourse if there is a smell or if it's a noise situation. Even if we allow chickens the neighbors should have the ability to voice their concerns if it creates anything different from their normal living arrangements. Including smell, noise, and and irresponsibility on care and containing them. I don't know if Burlington has an ordinance for bees, but Delavan just past one. I would like to see one or two hives allow in yards.	5/8/2016 at 6:56 am
2	Bad idea. People select where they buy or rent their homes based on the type of setting they prefer. Chickens and any other agricultural livestock belong in a rural setting, not within the city. Folks moved to the city expecting a city setting and that their neighbors won't be owning these types of animals while folks outside the city expect that they might	5/7/16 at 7:12 pm
3	Burlington consumes 8000 eggs per day. It will take 12,000 backyard chickens to keep up with demand during Apr-Oct and an infinite number to keep up Nov-March since they don't lay when it gets cold. That's a lot of backyard chickens. Will building permits be required for the coops they need to roost and lay their eggs in? They need a coop for most activities except defecating which they do anywhere and everywhere and in quantities far greater than you can imagine. Keep them in the country where they belong. City has enough housekeeping improvements to work on. We're blessed with a number of local farms offering fresh eggs - support the rural community.	5/8/16 at 7:08 am
4	Who is spearheading this?! I would very much like to get involved. I was just going to begin to request signatures and potentially have a table at our local farmers market to get this going. I'm onboard and ready to help!	5/5/16 at 6:23 pm
5	Come on..Let's all put wire fences in our yards too. That way we could draw in more wild animals.	5/6/16 at 4:54 pm
	I also would love to be very involved! Please contact me!	5/5/16 at 6:41 pm

To whom it may concern,

I recently approached the city council in hopes that the city of Burlington, Wisconsin would allow homeowners the opportunity to raise a select number of chickens in their backyard. As you may or may not know, urban farming has been sweeping the nation by storm! Homeowners are taking it upon themselves to become more sustainable, self sufficient, and health conscious.

Huge cities such as Milwaukee, Madison, Green Bay, New Berlin, Neenah, Baraboo, Jefferson, Stoughton, Oshkosh, Delavan, Racine (our own county!) and many other cities have adapted to these practices and began allowing chickens within city limits without any problems. (See 'Chicken Laws in Wisconsin Cities' article - attached below).

Chickens are the perfect animals for an urban environment. Why, you may ask? Here is a list of all of the amazing benefits that chickens would have on our community.

- They make you breakfast! Your backyard flock will lay healthier eggs than what you can buy from the store.
- Produce Fantastic Fertilizer
- Bug Reduction: They control flies and pest.
- Soil Improvement
- Emotional Therapy & Entertainment
- Educational Value: Great Learning/Teaching Tool (Schools/4H)
- Brings money into the city and to local businesses through permits and sales of supplies
- People will be reconnected with their food and can control how it is raised
- More hygienic than factory farming and healthier for the bird
- Quieter than your neighborhood dog
- They don't take up much space and are low cost to maintain
- Chickens dispose of weeds and kitchen scraps that would otherwise end up in the landfill

Even with all of those amazing benefits I do however realize that residents may have some concerns but let me address some of the issues homeowners may be concerned about. The most common topics of concern are noise and smell.

The first issue about noise is the easiest to discuss. Ask any child "What does a rooster say?" and they will throw their head back and give you all they've got! But the hens are a different story. They usually make a soft, contented clucking sound--until they lay an egg. Once they lay an egg they may get very excited and proud and will squawk for a few moments and then settle back down. They do not make a ruckus in the morning like their male counterparts and they are fast asleep in their coop by the time the sun goes down. On a side note to that, many people often wonder if you need a rooster in order to get eggs. The answer is... NO! A hen will lay eggs regardless--they just won't be fertile eggs. They still have the same nutritional value as fertilized eggs. (Most of the eggs you buy in the store are unfertilized.)

The second topic is smell. Now this depends on the caretaker. A small flock of four or five chickens will poop about as much as an average dog, and their coop won't smell if it is kept clean. This is where crafting a good chicken law comes into play. If the law only allows chickens in a "well-maintained coop," then a chicken owner with a messy, filthy, smelly coop is out of compliance and can be cited under the law. Just like any other pet or animal, they need care--cleaning out the dirty bedding in the coop, keeping it dry and having a clean/dry area of sand or dirt for the birds to take dust baths in. These practices will all help to keep your birds happy, healthy and odor free.

Having a proper ordinance in place will keep everyone and everything happy and healthy! The future of our food depends on the small-scale backyard farmer (eliminating the use of antibiotics in our food)! In the end, I absolutely love this city and I would love families to have the opportunity to have the healthiest and freshest food possible right outside their doorstep.

Sincerely,

Angela Schenk

# Chicken Laws in Wisconsin Cities

## **Allouez, Village of, WI**

*population: 15,200* □ *contact person: Sherry*

### *Current Ordinance:*

- no roosters
- no more than 4 hens
- covered enclosure and fenced
- 25ft away from other residential structures
- permission from adjacent neighbors
- permit required
- health check submitted on all hens
- daily cleaning required

### *Complaints, Procedures, Comments:*

- no complaints
- 2 permits issued

## **Altoona, WI**

*population 6,700* □ *contact person: Cindy*

### *Current Ordinance:*

- minimal ordinance
- meshes with animal ordinance regarding sanitary conditions and humane care

### *Complaints, Procedures, Comments:*

- no complaints

## **Balsam Lake, Village of, WI**

*population 3,000* □ *contact person: Lori Duncan*

### *Current Ordinance:*

- no roosters
- chickens allowed on lots larger than an acre
- up to 24 chickens
- privacy fence required
- coop must match house's exterior finish
- 100ft from off-premise structures

### *Complaints, Procedure, Comments:*

- no complaints
- ordinance in effect since 3/2/2009
- guessed that one family had chickens

## **Baraboo, WI**

*population 11,200* □ *contact person: Gordy Ringaelstetter & Allison Goetz, Community Service Officers*

### *Current Ordinance:*

- no roosters
- 6 chickens allowed
- coop requirements, not less than 2 square feet per chicken, waterproof, predator-proof, floor covering requirements, etc.
- no slaughtering
- Permit required; permit process is complex:
  1. Submit a request with the treasurer's office with a written plan.
  2. Treasurer's office sends permission letters to abutting property owners. If someone marks "no" the CSO's try to solve the disagreement. If all neighbors agree then...
  3. Owners construct a structure.
  4. CSO's come out to inspect and approve or have the owner fix the problem.
  5. OK is sent to treasurer's office and a permit is issued.

### *Complaints, Procedures, Comments:*

- No "real" complaints. (Complaint by resident of clucking noise, but not taken seriously due to this person calling about non-issue noises, etc.)
- Enforced by CSO's who are also certified Humane Officers.
- Regarding chicken complaints or stray chickens: "They would go out and figure out who the chicken belonged to or call another chicken owner in town to help out."
- "We avoid issues because of our strict structure requirements that well lessen the possibility of escape", per Officer Ringaelstetter.
- It's been a positive thing for the community.

## **Ellsworth, WI**

*population 6,250* □ *contact persons: Chief of Police Place & Dawn*

### *Current Ordinance:*

- No ordinance. However, citizens can apply in person with the humane officer (currently the Chief of Police) for approval to have poultry (chickens or ducks).
- no roosters
- \$50 fee
- a picture of the building is required

### *Complaints, Procedures and Comments:*

- no problems or complaints recently
- 2 permits issued right now
- a permit for ducks was issued in 2000
- "It's been years (since a complaint). People call now to find out what they need to do to keep them." Chief Place.

## **Jefferson, WI**

**population 7,800** □ **contact person: Susan (police dept.)**

### *Current Ordinance:*

- no roosters
- single family dwelling
- no slaughtering
- covered enclosure, fenced area at all times
- 15ft from property line

### *Complaints, Procedures, Comments:*

- no complaints in 21 years
- officer thought I was joking in regards to concerns about enforcement

## **Medford, WI**

**population 4,000** □ **Chief of Police: Ken Coyer**

### *Current Ordinance:*

- no roosters
  - up to 4 chickens
  - no slaughtering
  - notification of abutting property owners
  - no inspection
  - permit required, \$15/year
  - not allowed in mobile homes or condominiums
  - housed in the backyard 25 feet from abutting residence
  - coops ventilated and roofed; 4 sq ft per chicken for coop enclosure
- coops shall have a clear open space to allow chickens to walk on the ground or concrete slab

### *Complaints, Procedures and Comments:*

- no complaints
- the city shall revoke a permit to keep chickens in the event that 3 or more violations occur within a 6 month period
- ordinance in place since May 2010
- 2 permits given out so far
- "I haven't heard 'boo' about it since we passed the ordinance." Chief of Police
- If an incident of neglect or abuse should arise, the Chief responded, "We'd either work out something with our humane shelter or one of the chicken people... it's something that I'm not worried about."
- Medford received a lot of bad press during the approval process.

## **New Berlin, City of, WI**

**population: 38,000** □ **contact person: Corlis Tischler, Code Compliance Officer**

### *Current Ordinance:*

- no roosters
- up to 4 chickens and/or ducks
- no slaughtering
- kept in a secure enclosure
- 25ft away from neighboring dwellings and 5ft from property line

*Complaints, Procedures, Comments:*

- Two complaints about the same rooster. Owner gave the rooster back to where he got it (as an egg).
- Ordinance has been in place since “early last year”.
- No permit, but guessed that 4 or 5 families have them.
- “Non-issue for us,” per Corlis Tischler.
- When asked what she would do if there was a stray chicken captured, she said, “...roasting is preferred.”

## **Neenah, WI**

**population: 25,000** □ **contact person: April, Sustainability Committee of Neenah co-chair** □ **Chief of Police: Kevin Wilkinson**

*Current Ordinance:*

- no roosters
- no slaughtering
- up to 4 hens
- ducks ok
- registration required, but no fee
- complaint driven ordinance... no inspection
- covered enclosure and fenced area required
- 25ft away from any residential structure on adjacent lot

*Complaints, Procedures, Comments:*

- One complaint that the Chief could recall, “...but it was no big deal.”
- For chicken-related complaints “we’d go out and figure out whose chicken it is and have the owner take care of it.”
- 13 permits issued
- NOTE: Neenah promotes chicken keeping via the town’s sustainability committee and conducts classes on a regular basis.

## **Onalaska, WI**

**population: 16,800** □ **contact person: Mary, City Clerk**

*Current Ordinance:*

- Poultry allowed in agriculturally-zoned district, or by special use permit.
- No permits have been issued.

*Complaints, Procedures, Comments:*

- no complaints

## **Oshkosh, WI**

**population: 65,000** □ **contact person: Jodi, Administrative Assistant to Chief of Police**

### *Current Ordinance:*

- no roosters
- permit required
- Many structure requirements, eg: predator and rodent proof, insulated, roosting requirements, ventilated, 3 sq ft per chicken, one nest box per 2 chickens...
- kept in rear of yard
- up to 4 chickens
- written permission from abutting property owners

### *Complaints, Procedures, Comments:*

- 1 complaint due to non-compliance with the ordinance – owner gave chickens away
- 3 permits
- “Not a lot of work or time is involved with this,” per Jodi. “It’s a lot of work to have chickens in Oshkosh: I think most people don’t want to do it. People aren’t taking advantage of this.”

## **River Hills, Village of, WI**

**population 1,641** □ **contact person: Barb**

### *Current Ordinance:*

- minimal ordinance: “No person may keep chickens that cause any unhealthy conditions or interfere with the normal use and enjoyment of human or animal life of others, any public property or property of other.”

### *Complaints, Procedures, Comments:*

- no complaints
- at least one person keeping chickens (a board member of the Village)

## **Shorewood Hills, Village of, WI**

**population 1,700** □ **contact person: Carla**

### *Current Ordinance:*

- no roosters
- 6 chickens allowed
- no specifics on coops

### *Complaints, Procedure, Comments:*

- no complaints
- when asked what they would do if a chicken was lose, “Well... we’d find the owners and have them take care of it.”

## **Stoughton, WI**

*population: 13,100* □ *contact person: Barb, Stoughton Police department*

*Current Ordinance:*

- no roosters
- 4 chickens
- permit required
- drawing of the structure must be submitted

*Complaints, Procedures, Comments:*

- no complaints
- ordinance has been in place for one year
- When asked what they do if they had a stray chicken, “Well, we’d probably take it to our vet and they’d probably take it to the local farmer.”
- Police handle complaint calls and would handle noise or structure complaints as they do with other ordinance restrictions.

## **CONCLUSION**

Given the information in this report, one could conclude that:

- Though much hoopla comes with defending the right to keep poultry, few people actually do.
- A good ordinance creates good neighbors and few complaints.
- Police, acting as animal control officers, find enforcing their poultry ordinances to be a task that involves very little time and effort.
- Keeping of a small number of poultry in an urban setting is not a cause for alarm and will not increase noise, odor, complaints or increase police enforcement calls in towns with positive poultry ordinances.

The experience of the towns in this report has demonstrated that the keeping of a few small poultry is compatible with an urban environment. Towns of all sizes have allowed the keeping of a limited number of chickens or ducks without incident.

### **SOURCES:**

<http://grist.org/article/food-2011-01-05-how-to-get-your-city-to-allow-backyard-chickens/>

<https://citypeeps.wordpress.com/chicken-laws-in-wisconsin-cities/>

<http://madcitychickens.com>

## Megan Watkins

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**From:** Leigh Presley  
**Sent:** Monday, May 02, 2016 11:36 AM  
**To:** Megan Watkins  
**Cc:** Jon Schultz;  
**Subject:** RE: Urban Chickens  
**Attachments:** A3908-03.pdf

Hi Megan,

I have attached a document that may be helpful to include in the meeting packet. Compiled by UW-Extension to address the increasing popularity of raising backyard chickens. I also spoke with Ron Kean the UW-Extension Poultry Specialist and he recommended sharing the Mad City Chickens website, which includes a link to Madison's ordinance <http://www.madcitychickens.com/faq.html>. Ron indicated many urban chicken ordinances in Wisconsin have been modeled after Madison's.

In addition, a note from Ron that might be helpful::

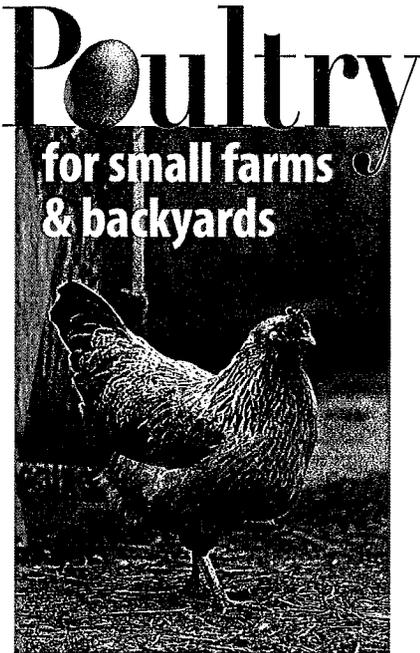
*I think one thing to consider is that while it is important to a few people, the city shouldn't expect for thousands of people to start raising chickens. Madison has less than 200 registered flocks. Even if you account for those that don't pay a registration fee, I don't think there is a huge number of people raising chickens.*

If there are specific questions that arise before, during or after the council meeting that I'm not able to answer, Ron Kean would be happy to provide his insight.

Please let me know if there's anything else needed from me prior to the meeting!

Best,

Leigh



Adam A. Hady and Ron Kean

**UW**  
**Extension**  
Cooperative Extension

# Poultry in Urban Areas

There has been a significant boom in the number of people interested in raising poultry in the United States.

This is true even in urban areas, where keeping chickens poses some challenges that are different from those of raising poultry in rural environments. While many cities and municipalities have restrictions on urban poultry—or prohibit it outright—the strength and popularity of the local foods movement means that in many areas these ordinances are being reconsidered.

Examples of owners successfully raising poultry in urban areas are many; this publication will outline some best practices and look at a few of the challenges that the urban poultry person will need to address to avoid problems that might otherwise occur.

## Benefits of raising chickens

There are many benefits to raising poultry; the first that may come to mind is having fresh eggs on hand. However, those who raise poultry enjoy many other benefits as well:

- Just like the family dog, chickens make good pets and can be a source of relaxation and companionship.
- Many people gain a sense of pride and satisfaction from raising well-cared-for, healthy birds.
- Some families find raising poultry is a great way for their children to learn about animal care and responsibility, better understand food systems, and gain a general insight to basic life processes.
- Chickens may help homeowners “go green.” Poultry waste is an excellent source of nutrients for plants, providing many of the key ingredients for composting and keeping fertilizer costs down. Many poultry owners use their birds to keep kitchen waste out of their trash bins, as chickens will eat many vegetables—especially leafy greens—and unseasoned meat scraps. Caution: be sparing with kitchen waste that contains a high amount of salt, as this can cause wet droppings from diarrhea and may have a negative effect on egg production and shell quality.



# Problems associated with raising chickens

Providing the proper space, nutrition, and housing are the keys to raising healthy chickens—see *Guide to Raising Healthy Chickens* (A3858-01), available at [learningstore.uwex.edu](http://learningstore.uwex.edu). In addition, owners have to be aware of the potential problems associated with poultry, especially in urban areas. Typically, issues that may arise involve noise, odors, pests, and concerns about disease. Poultry owners must be attentive to and cooperative with their neighbors, who may have a different tolerance for backyard chickens in an urban setting.

## Noise and odor

Most animals make noise and have an odor to some degree. Properly provided for, chickens raised in an urban backyard aren't necessarily any noisier or smellier than dogs.

One concern frequently mentioned when talking about raising poultry in the city is that chickens will crow early in the morning or that a flock will be unusually loud. In fact, only roosters crow, and they can crow at any time of the day. Because of this, many municipalities have banned roosters from urban settings or placed restrictions, such as limiting the number of

roosters allowed. In addition to restrictions on roosters, many ordinances restrict the total number allowed in a flock as well.

There are many ways to help muffle the sounds that chickens make during the course of the day. Insulation will reduce the amount of sound coming from the chicken coop. For chicken coops with outdoor "runs," or areas where chickens can exercise, partial fences and landscaping such as small shrubs and bushes can help reduce sound as well as enhance the appearance of the housing.

Proper lighting is an important part of noise control as well. Birds are active when there is light, so a coop that allows you to control both natural and artificial light means you will have greater control over when the birds are active and more likely to make noise. Keep in mind that to get the most out of egg production, chickens need 14 to 16 hours of natural or artificial light per day.

Odors are another source of concern in urban environments, where neighbors are usually close to one another. Most poultry odor is associated with ammonia produced in poorly ventilated and moist coops. The solution is to properly ventilate the housing area, which will help keep the bedding dry. You may need to consider dehumidification during times of high humidity and other seasonal weather conditions.

## Pest management and control

Controlling flies and other insects is very important to all poultry producers, but may have an even larger impact in an urban area. The best way to prevent flies is to keep the litter dry, as fly eggs and larvae (maggots) need moisture to develop. Keeping the pens clean will reduce problems with flies and insects; most small flock owners clean out their coops regularly, so manure buildup is not an issue. During certain times of the year or under particular weather conditions, however, traps or chemical control may be necessary.

Rodents can be another problem. Storing your feed securely and using feeders that minimize waste will reduce issues associated with rodents. Proper coop design and keeping the area immediately surrounding the coop free of weeds and grass will help keep rodents at a distance as well.

## Concern about disease

As with any animal they share a space with, there is always the chance of humans picking something up from their backyard chickens. For example, some diseases found in other common household pets such as caged birds and reptiles can also be found in poultry. What follows is a short list of diseases that **could** be transmitted from birds to humans. However, the risks are very low when poultry is kept in a healthy and clean environment.

**Salmonellosis:** This is often what people think of when they have a concern about chickens and disease. There are about 2,500 different species of *Salmonella*; a few of them can be carried by chickens and potentially make people sick. The one that usually makes the news (*Salmonella enteritidis*, or SE) can be contracted by consuming undercooked eggs or from contamination from raw chicken meat. Only rarely will contact with fecal material lead to infection, and a good hand washing with soap after handling any chicken will take care of this. The same risk and remedy applies to other pets, including dogs, turtles, iguanas, and pygmy hedgehogs.



**Influenza:** There has been evidence in **some other countries** that chickens can transmit the influenza virus to humans. In the United States, the specific subtypes of the virus that affect humans have not been found in poultry for many years. However, the influenza virus can occasionally mutate from one subtype to another. In order to prevent future outbreaks, the USDA conducts an aggressive program to depopulate flocks that may have these other influenza subtypes, even if they aren't highly pathogenic.

**Psittacosis:** This bacterial disease can be contracted from poultry, although such occurrences are very rare. Caged birds such as parrots are more common carriers of psittacosis. If infection occurs, the disease can be treated with antibiotics.

**Tuberculosis:** While rare, there have been cases of people contracting tuberculosis from birds, although is not a common disease in poultry. Typically, people with a compromised immune system are most at risk.

**Histoplasmosis:** This fungal disease is actually caused by a soil fungus. While birds are not carriers, histoplasmosis can grow in old poultry or pigeon manure and is commonly connected with church belfries, barns, and other places where droppings accumulate. As long as a poultry house is cleaned regularly, this should not be an issue.

**Parasites:** Because chickens belong to the class *Aves* and humans to the class *Mammalia*, poultry and people are not closely related. Thus, there is little risk from the spread of parasites, which generally adapt to a specific class. Mites and lice from birds, for example, will not live on humans for more than a few hours. Likewise, internal parasites that are adapted to the poultry gut typically won't be a problem for humans. One protozoa, *Giardia*, can occasionally affect both birds and humans, although this is more commonly seen with caged birds such as parakeets and canaries. Most hobby flock owners routinely monitor and treat their birds for parasites nonetheless, to keep them healthy.

## Other issues to consider

There are other issues specific to raising poultry in urban settings that you should consider before deciding to raise chickens or allowing chickens to be raised in your community.

### Waste disposal

To safely keep poultry in an urban environment, you must have a secure plan regarding the disposal of poultry waste. If you have a waste storage container, make sure that it can be sealed and is rodent-proof. Composting poultry waste has become popular; homeowners have many options for purchasing or building compost bins. Poultry waste, which has a high nitrogen component, should not be directly applied to young and growing plants for fear of nitrogen burn. After it is composted, however, poultry waste makes for a safe, stable, odor-free fertilizer.

### Can you have poultry in your town?

If you are thinking of keeping chickens in your city or town, the first thing to do is to check with your local officials to see if zoning or municipal ordinances limit or prohibit the raising of poultry, as is the case in many cities. Common restrictions include the distance between poultry housing and the lot line, the number and types of poultry that can be kept, and the need for permits and/or inspections.

Across the country, many groups are working with their municipalities to make it legal to raise poultry in areas where it was previously prohibited. If your city or municipality does not allow this, there are many resources to draw upon that will help your community decide whether an ordinance change is advisable. Keeping poultry in urban settings can be a contentious issue, so keep the following guidelines in mind:

- Be respectful of all positions
- Refer to poultry as pets and not livestock
- Start small and stay organized
- Be willing to educate neighbors, friends, and community members
- Include both the pros and cons of urban poultry and be prepared to provide ideas and solutions to concerns that people have
- Do your research and know your local resources



## Developing rules and best practices

For communities that do allow backyard poultry, establishing good rules and best practices is the best way to protect citizen rights and property. A good system of regulation means poultry keepers will have the freedom to raise poultry while governmental bodies will have the tools necessary to minimize and settle any conflicts that arise. For more information on best practices, contact your county extension office:

UW-Extension, Cooperative Extension website (with links to county extension websites): [www.uwex.edu/CES/](http://www.uwex.edu/CES/)



## Housing

When selecting housing for your chickens, consider the following factors:

- The location of the enclosure: Where is it in relation to nearby residences?
- The size of the enclosure: Does the housing provide the proper space?
- The design of the enclosure: Is there adequate protection from the weather and predators?
- The appearance of the enclosure: Does it fit into the surroundings? Is it well maintained?

Raising poultry in any setting is fun and rewarding. By taking your neighbors and the community into consideration, you can successfully enjoy raising poultry in an urban setting.

## Resources

### University of Wisconsin-Extension resources

"Egg Safety and the Backyard Flock," available at: [foodsafety.wisc.edu](http://foodsafety.wisc.edu)

*Guide to Raising Healthy Chickens* (A3858-01): [learningstore.uwex.edu](http://learningstore.uwex.edu)

Main poultry education website: [www.uwex.edu/ces/animalscience/poultry/resources.cfm](http://www.uwex.edu/ces/animalscience/poultry/resources.cfm)

*Pasture Poultry Ark* (A3908-02): [learningstore.uwex.edu](http://learningstore.uwex.edu)

Polk County home composting information: [polk.uwex.edu/hort/Composting.html](http://polk.uwex.edu/hort/Composting.html)

*Producing Poultry on Pasture* (A3908-01): [learningstore.uwex.edu](http://learningstore.uwex.edu)

Richland County poultry website: [Richland.uwex.edu/ag/Poultrylinks.html](http://Richland.uwex.edu/ag/Poultrylinks.html)

### Other resources

Mad City Chickens: [www.madcitychickens.com](http://www.madcitychickens.com)

North Carolina Extension small flock management resources: [www.ces.ncsu.edu/depts/poulsci/tech\\_manuals/small\\_flock\\_resources.html](http://www.ces.ncsu.edu/depts/poulsci/tech_manuals/small_flock_resources.html)

University of Kentucky small and backyard flocks: [www.ca.uky.edu/smallflocks](http://www.ca.uky.edu/smallflocks)

Urban Chickens: [urbanchickens.org](http://urbanchickens.org)

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**Photo credits:** Shingled roof coop (page 1) and Carl Wacker with his Buff Orpington hen Shasha (page 2) courtesy of Kristy Hanselman; chicken run (page 3) courtesy of David Lovell.

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# Town of Waterford takes on chicken issue

Journal Times staff

**TOWN OF WATERFORD** — Another Racine County municipality is taking up a request to allow chickens in a residential zone.

The Town of Waterford Plan Commission is scheduled to discuss the request, made by a resident in the 30300 block of Beachview Lane, at its 5:30 p.m. Monday meeting at the Town Hall, 415 N. Milwaukee St.

The town has resisted earlier efforts and isn't likely to approve

each other, he said.

Similar requests have been made in several other county communities, including Caledonia and Racine. The Racine City Council approved an ordinance last year allowing chickens, with limitations.

Caledonia has declined twice to change its ordinances, though Cindy Pradarelli, a backyard chicken proponent, said earlier this year she is trying again to change Caledonia officials' minds through a petition.

## IF YOU GO

**WHAT:** Town of Waterford Plan Commission

**WHEN:** 5:30 p.m. Monday

**WHERE:** Town Hall, 415 N. Milwaukee St., Waterford.

the latest request, Town Chairman Tom Hincz said. Chickens are allowed in agricultural-zoned areas of the town but not in residential zones, where homes are in closer proximity to



STEVE APPS, Lee Newspapers file photo

**The Town of Waterford will discuss backyard chickens** in a meeting Monday. Chickens are not allowed in residential zones in the town. In this file photo, a woman is shown feeding her backyard flock in Madison in May 2011.

## Heart Kringle...for Mom!

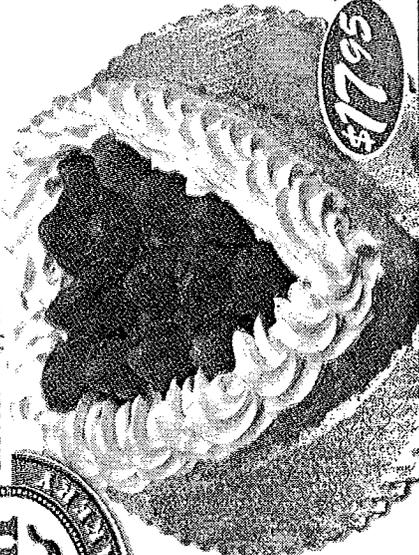
Choose Pecan or Raspberry — Mom will certainly love it!



\$10.50

## Mother's Day Torte

Our Copenhagen Crown Cake, fresh strawberries and real whipped cream. **Available Fri. thru Sun.**



\$17.95

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## Chapter 104. Animals

### **§ 104-1. Definitions.**

As used in this chapter, the following terms shall have the meanings indicated:

**CAT:** Any feline, regardless of age or sex.

**COMMERCIAL:** An endeavor undertaken with the view of selling some of the products.

**DOG:** Any canine, regardless of age or sex.

**SHADE:** Protection from the direct rays of the sun during the months of June through September.

**SHELTER:** As it applies to dogs, a moistureproof structure of suitable size to accommodate the dog and allow retention of body heat, made of durable material with a solid floor raised at least two inches from the ground and with the entrance covered by a flexible, windproof material. Such structure shall be provided with a sufficient quantity of suitable bedding to provide insulation and protection against cold and dampness.

**VICIOUS ANIMAL:** Any animal which has previously attacked or bitten any person or which has behaved in such a manner that the person who harbors the animal knows or should reasonably know that the animal tends to attack or bite persons.

**WILD ANIMAL:** Any live monkey or ape, raccoon, skunk, fox, snake, or other reptile, leopard, panther, tiger, lion, lynx or any other animal or any bird of prey which can normally be found in the wild state.

### **§ 104-2. Keeping of certain animals prohibited; exceptions.**

A. Animals prohibited. Except as otherwise provided in this Municipal Code, no person shall keep within the City any cattle, cows, horses, sheep, swine, goats, chickens, ducks, turkeys, geese, or other livestock.

B. Exceptions. This prohibition shall not apply in areas of the City that are zoned agriculture in nature nor to livestock brought into the City for the purpose of being shipped out of the City.[]

C. Powers of the Health Officer. The Health Officer may issue an order prohibiting the keeping of any animal, fowl, or bird which is deemed to pose a health hazard to the general public.

D. Special permits. The keeping of animals, birds or fowl otherwise prohibited by this Code may be permitted by applying for a special permit from the Common Council. Such permits may be issued to permit circus performances or other public exhibition or entertainment events. A fee as set by the Common Council shall be paid to the City for issuance of such permit. The exemptions listed in Chapter 100, § 100-1 of this Municipal Code shall also be considered exemptions to the permit requirement in this subsection.[4]

### **§ 104-3. Licensing of dogs.**

Every owner of a dog more than five months of age on January 1 of any year, or five months of age within the license year, shall annually, or within 30 days from the date such dog becomes five months of age, in the manner provided by law for the payment of personal property taxes, pay a dog license tax and obtain a license therefore as provided by §§ 174.05 and 174.07, Wis. Stats. The license year shall commence on January 1 and end on the following December 31. Such dog license tax shall be as set by the Common Council. An increased fee shall be paid by persons purchasing dog licenses after April 1 or more than three months after such dog becomes five months of age. Each applicant for a dog license shall present a valid certificate of vaccination in accordance with § 104-5 before being issued a license.

### **§ 104-4. Licensing of cats.**

Every owner of a cat more than five months of age on January 1 of any year, or five months of age within the license year, shall annually, or within 30 days from the date such cat becomes five months of age, obtain a license for each cat from the City Hall. The license year shall commence on January 1 and end on the following December 31. Such cat license tax shall be as set by the Common Council. An increased fee shall be paid by persons purchasing cat licenses after April 1 or more than three months after such cat becomes five months of age. Each applicant for a cat license shall present a valid certification of vaccination in accordance with § 104-5 before being issued a license. All funds received from cat licenses shall be paid into the general fund of the City.

**§ 104-5. Vaccinations.**

A. Required. Every dog and/or cat owner shall have such dog or cat vaccinated against rabies by a veterinarian so that such vaccination is current for the license year commencing January 1 and ending December 31.

B. Exceptions. Dogs and cats under five months of age and any dog or cat for which a veterinarian licensed by the state issues a certificate to the effect that the proposed inoculation will be harmful shall not be required to be so inoculated.

C. Duties of veterinarian. A veterinarian licensed by the state shall provide a certificate and tag for each dog vaccinated as provided by § 95.21, Wis. Stats., or cat vaccinated and shall keep a copy of the certificate in his or her files. The certificate shall bear the owner's name and address, the name, sex, spayed or unspayed, neutered or unneutered, breed and color of the dog or cat, the date of the vaccination, the type of rabies vaccine administered and the manufacturer's serial number, the date that the immunization expires, and the municipality where the dog or cat is required to be licensed. The tag shall be of a durable material bearing the same serial number as the certificate, the year the vaccination was given, and the name, address and telephone number of the veterinarian.

D. Duties of owner. The owner of a dog or cat vaccinated under this section shall immediately attach the rabies immunization tag issued by the veterinarian to the dog's or cat's collar.

E. Untagged cats and dogs. No person shall harbor or keep any cat or dog which does not have the tags as described in Subsection D.

F. Impoundment.

(1) Unlicensed animals. In addition to the penalties set forth in § 104-19, any City police officer or any person designated by the Chief of Police shall impound any dog or cat which does not carry the tags as provided above.

(2) Payment of fee. The owner of a dog or cat that has been impounded or seized may reclaim possession of such dog or cat by paying an impoundment fee in accordance with § 104-8D(3) and the reasonable costs of keeping such dog or cat during impoundment.

(3) Proof of inoculation. The dog or cat shall not be released until proof has been furnished to the police officer that the animal has been inoculated in accordance with this section.

(4) Disposal of unclaimed animals. If the dog or cat is not claimed within seven days of impoundment, the animal may be disposed of pursuant to § 173.23, Wis. Stats. Notice of impoundment shall be given by the person or officer possessing such animal to the owner within 24 hours if the owner is known.

**§ 104-6. Injury to property by dogs or cats.**

A. Damage to property. No cat or dog owner shall allow the same to go upon any sidewalk, parkway or private lands or premises without the permission of the property owner or break, bruise, tear up, crush or injure any lawn, flower bed, plant, shrub, tree or garden in any manner or defecate thereon.

B. Animal wastes. No cat or dog owner shall allow the same to be on any public or private property, not owned or possessed by such person, unless he has a device to scoop up excrement and an appropriate depository to put such excrement in. This shall not apply to visually or physically handicapped persons.

**§ 104-7. Pens for keeping animals.**

Pens and other structures in which animals are kept shall be constructed so as to be easily cleaned and kept in good repair.

**§ 104-8. Dogs and cats running at large.**

A. Prohibited. No dog or cat owner shall allow the same to run at large, defined as the presence of a dog or cat at any place except upon the premises of the owner. A dog or cat that is leashed and under control of a person physically able to handle it shall not be considered running at large. A dog that is off-leash and within the fenced area of a dog park shall not be considered running at large.

B. Cemeteries. No dog or cat shall be permitted in a cemetery.

C. Public areas. No dog or cat shall be permitted in parks, beaches or any swimming areas open to the public in the City, except dogs are allowed in a park or portion of a park that the City has designated and posted as a dog park, as set forth in § 234-2B.

D. Impoundment.

(1) Whenever any police officer or other person designated by the Chief of Police captures any dog or cat running at large, he shall impound the animal in a place as the Chief of Police may direct.

(2) If the animal bears an identification mark, the owner shall be notified within 24 hours. Animals shall be held for at least seven days, except the owner of the animal may reclaim possession of the animal by paying the costs and fees set forth in Subsection D(3) and providing proof of the required vaccinations. If the animal is suspected of rabies, it shall be handled as provided by state law. Cats are not required to be held unless suspected of rabies, in which case they shall be held for seven days.

(3) After seven days, the animal may be disposed of pursuant to § 173.23, Wis. Stats., unless reclaimed by the owner, who shall pay the reasonable cost of custody, care, required vaccinations and licensing of the animal, along with an impoundment fee as set by the Common Council.

**§ 104-9. Habitually noisy animals.**

No person shall knowingly keep or harbor any animal which habitually barks, cries, howls, yelps or otherwise makes noise that materially disturbs or annoys another. "Habitually" shall be defined herein as customarily, frequently and repeatedly. A citation may be issued to the animal's owner or to the person keeping or harboring the animal upon a complaint by a member of the public or upon a police officer's observation of a violation.

**§ 104-10. Limitation on number of dogs and cats.**

A. Findings. The keeping of an unlimited number of dogs and cats in the City for a considerable period of time detracts from and in many instances is detrimental to the healthful and comfortable life for which such areas were created. The keeping of an unlimited number of cats and dogs is a public nuisance.

B. Number of animals limited.

(1) No person shall keep more than five dogs or five cats within the City, with the exception that a litter of pups or a litter of kittens, or a portion of a litter, may be kept for no more than five months from birth.

(2) The provisions of this Subsection B shall not apply to any establishment where dogs or cats are kept for breeding, sale, sporting purposes or boarding; however, the applicable provisions of Subsection C, Kennels, § 104-12, Keeping birds and animals commercially, and Chapter 315, Zoning, shall apply.

C. Kennels. In the areas where kennels as defined in § 173.40(1)(e), Wis. Stats., are permitted, no kennel shall be located closer than 100 feet to the boundary of the nearest adjacent residential lot.

**§ 104-11. Cruelty to animals.**

A. Prohibited. No person shall willfully or maliciously inflict unnecessary or needless cruelty, torture, or abuse or cruelly beat, strike or abuse any animal or by an act, omission or neglect cause or inflict any unnecessary or unjustifiable pain, suffering, injury or death to any animal, whether such animal belongs to such person or to another, except that reasonable force may be employed to drive vicious or trespassing animals. Any unwanted animals should be delivered to the Humane Society for proper disposal.

B. Food and shelter. No person in charge of any animal shall fail, refuse or neglect to provide such animal with food, potable water, shade or shelter, or cruelly or unnecessarily expose any such animal in hot, stormy, cold or inclement weather, or carry any such animal in or upon any vehicle in a cruel or inhumane manner.

**§ 104-12. Keeping birds and animals commercially.**

No person shall keep in the City a chicken coop, dove cote, dog kennel, rabbit warren or other establishment where birds and animals are kept for commercial purposes without a license therefor. The license fee shall be as set by the Common Council and payable each January 1. Licenses shall be approved by the Health Officer.

**§ 104-13. Killing and injuring birds.**

No person shall injure or destroy any birds or throw stones, shoot at or use any implements with the intention of killing or injuring any bird within the City.

**§ 104-14. Pigeon control.**

A. Prohibited. Pigeons which are allowed by their owners to roost or linger on the property or buildings of others pose a health hazard in addition to offending aesthetic senses by pigeon contamination. Such lingering or roosting is a public nuisance.

B. Complaints. Whenever a verified complaint of at least two citizens is presented to the Police Department alleging that a person is allowing pigeons to linger upon the property of the complainants, the Police Department shall inform the owner of such pigeons that such petition has been received and shall cite the owner of the pigeons for the violation alleged in the petition.

**§ 104-15. Keeping of bees.**

A. Restrictions. No person shall establish or maintain any hive, stand or box where bees are kept or keep any bees in or upon any premises within the City unless the bees are kept in accordance with the following provisions:

(1) If bee colonies are kept within 50 feet of any exterior boundary of the property on which the hive, stand, or box is located, a barrier that will prevent bees from flying through it no less than five feet shall be installed and maintained along such exterior boundary. The barrier may either be a plant or artificial.

(2) Fresh, clean watering facilities for bees shall be provided on the premises.

(3) The bees and equipment shall be kept in accordance with the laws of the state.

B. Exceptions. Nothing in this section shall be deemed or construed to prohibit the keeping of bees in a hive, stand or box located or kept within a school or university building for the purpose of study or observation.

**§ 104-16. Keeping of wild and vicious animals.**

A. Prohibited. No person shall keep or permit to be kept on his premises any wild or vicious animal for display or for exhibition purposes, whether gratuitously or for a fee. This section shall not apply to zoological parks, performing animal exhibitions, or circuses.

B. Wild animals. No person shall keep or permit to be kept any wild animal as a pet, unless a permit is granted by the Department of Natural Resources and by the Common Council.

[Amended 11-18-2003 by Ord. No. 1740(20)]

C. Vicious animals. No person shall harbor or keep a vicious animal within the City. Any animal which is found off the premises of its owner may be seized by any police officer or humane officer, and upon establishment, to the satisfaction of any court of competent jurisdiction, of the vicious character of the animal, it may be killed by a police officer or humane officer. This subsection shall not apply to animals under the control of a law enforcement or military agency, nor to animals which are kept for the protection of property, provided that such animals are restrained by a leash or chain, cage, fence, or other adequate means from contact with the general public or with persons who enter the premises with the actual or implied permission of the owner or occupant.

D. Temporary permits. The licensing authority may issue a temporary permit for the keeping, care and protection of any infant animal native to this area which has been deemed to be homeless.

**§ 104-17. Rabies and animal bites.**

A. Reporting bites. Anyone having knowledge or reason to believe that any animal in the City has bitten a person shall report within 24 hours, so far as is known, the name and address of the owner and circumstances of the animal. Such report concerning bites shall be made to the Police Department.

B. Control.

(1) Whenever any domesticated animal has bitten a person, it shall be confined in such place as the Police Department may direct and for such period of observation as may be necessary, unless the animal is too vicious and dangerous to be impounded safely, in which case it may be killed and the head shipped to the State Laboratory of Hygiene for rabies examination, pursuant to § 95.21, Wis. Stats.

(2) Whenever a wild animal has bitten a person, it shall be killed, avoiding damage to the head (brain) area, and shipped to the State Laboratory of Hygiene under refrigeration, but not frozen, for rabies examination, pursuant to § 95.21, Wis. Stats.

**§ 104-18. Pens, coops and other buildings for housing animals.**

A. Restricted. No person shall erect, place, maintain or continue any pen, coop, yard or other building upon any lot or ground in the City for the purpose of confining or housing any domestic animal or bird unless the same is at least 25 feet away from any dwelling, house, apartment, hotel, restaurant, food or drinking establishment or rooming house, school, church, or any building wherein people are employed and unless the floor of such building or coop is constructed of such material and in such a manner that it can be kept clean and sanitary at all times and unless the location of such shall be authorized by the Health Officer.

B. Buildings and coops. All coops and other buildings wherein domesticated animals and birds are kept shall be provided with flytight bins or other tightly closed receptacles for manure, of dimensions sufficient to contain all accumulations of manure to prevent its becoming a nuisance. No manure shall be allowed to accumulate on the floor or on adjacent ground.



**COMMITTEE OF THE WHOLE AGENDA**

**ITEM NUMBER: 5**

**DATE:** May 17, 2016

**SUBJECT:** DISCUSSION to consider amending the Official Traffic Map to change the time limit from 24 hours to 3 hours in the city parking lot known as the Livery Lot.

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

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**BACKGROUND/HISTORY:**

The Livery parking lot is located northeast of the 500 block of N. Pine Street and south of the CN railroad track. For your convenience, a map has been attached to this packet. The lot, consisting of 31 spaces, was acquired as part of the Riverfront Redevelopment Project in 1999 from the Hi-Liter and converted to a city parking lot for the community to use.

A number of requests have come in over the last seventeen years since acquisition regarding time limitations in the parking lot as follows:

On November 2, 1999 the Council approved, via Ordinance 1609(14), to convert the parking lot to 3-hour parking 8:00 am to 6:00 pm, Monday-Saturday and no more than 24 hours without a special permit.

On November 19, 2002 the Council approved, via Ordinance 1704(18), to eliminate the time restraint and allow 24-hour parking. This ordinance did not reference a special permit being needed.

On October 18, 2011 a request from two of the surrounding business owners came to the City Administrator to reinforce the 3-hour parking limitation. The consensus of the Council was split between 24-hour and 3-hour parking. Discussion covered areas of the need for the business owners, how limitations would be enforcement, available parking in the parking structure and having all of the City-owned parking lots matching in time limitations. Although this item was scheduled for the following Council meeting on November 2, 2011, it never was placed on the agenda and labeled as tabled.

On February 2, 2014 after another request from business owners, the amendment to 3-hour parking was brought before the Council for approval. Discussion covered using the parking structure, restricting parking during the day, but allowing overnight parking, parking enforcement with limited staff, allowing special parking for residents and limitations to renters and elderly employees that would need to park in the structure. Five business owners voiced their opinions where three were in favor of 24-hour parking and two were in favor of 3-hour parking. Once again this item was tabled and never placed on the following Council agenda.

In April 2016, Mayor Hefty received a request from Fred Mabson to convert the lot to 3-hour parking as he is concerned the traffic visiting other local businesses in the future will further burden parking availability in the lot.

A letter has been sent to the adjoining property owners that utilize this lot notifying them of this discussion.

**BUDGET/FISCAL IMPACT:**

None

**RECOMMENDATION**

Staff seeks Council direction on whether changing the time limit in the Livery Lot should be considered. There are several different scenarios that could occur in this lot, including, but limited to, leaving it as is at 24-hour parking, restricting to 3-hour parking, restricting parking during the day hours only, requiring parking permits for 24-hour parking, and so on.

**TIMING/IMPLEMENTATION:**

This item is scheduled for discussion at the May 17, 2016 Committee of the Whole meeting.

**ATTACHMENTS:**

Map

Minutes and ordinances

Letter to business owners and tenants



Ordinance 1609 (14)  
Introduced by Committee of the Whole

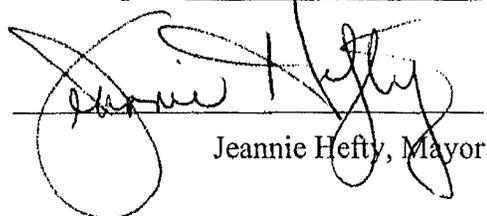
**AN ORDINANCE AMENDING THE OFFICIAL TRAFFIC MAP BY CREATING  
A THREE HOUR PARKING RESTRICTION IN THE LIVERY PARKING LOT**

The Common Council of the City of Burlington, Racine County, State of Wisconsin does ordain as follows:

- Section 1:** THE OFFICIAL TRAFFIC MAP of the City of Burlington, County of Racine, State of Wisconsin is hereby amended by establishing three hour parking from 8:00 a.m. to 6:00 p.m. daily except Sundays and Holidays and there shall be no parking over 24 hours, except by permit as authorized in Section 12.15 of the Municipal Code.
- Section 2.** THE OFFICIAL TRAFFIC MAP in all other respects shall remain the same.
- Section 3.** This ordinance shall take effect and be in full force after its passage and publication as provided by law.

Introduced: October 26, 1999

Adopted: November 2, 1999

  
\_\_\_\_\_  
Jeannie Hefty, Mayor

Attest: Christine A. Kerkman  
Christine A. Kerkman, City Clerk

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**OFFICIAL PROCEEDINGS**  
**Jeannie Hefty, Mayor**  
**Christine A. Kerkman, City Clerk-Treasurer**  
**Police Dept. Courtroom**  
**October 26, 1999, 5:54 p.m.**

At the special meeting this Tuesday evening, Her Honor Mayor Hefty led the Council in the Pledge of Allegiance to the Flag. Mayor Hefty presided and the following aldermen were present at roll call: Braunschweig, Dornacher, Hintz, Manor, McCourt, Thate and Vos.

**ORDINANCES**

Ordinance 12. An ordinance amending the Official Traffic Map by creating a three hour parking restriction in the White river Parking Lot and the Livery Parking Lot. Vos moved and Braunschweig seconded to adopt Ordinance 12. After discussion it was decided two new ordinances would be brought to the November 2, 1999 meeting in place of this one and Aldermen Vos and Braunschweig withdrew their motion and second.

**MOTIONS**

99-253 McCourt moved and Hintz seconded to award a five-year employment agreement between the City of Burlington and David J. Torgler. Roll call: Ayes: Braunschweig, Dornacher, Hintz, Manor, McCourt, Thate and Vos Nays: None Motion carried.

**ADJOURNMENT INTO EXECUTIVE SESSION**

At 6:10 p.m. McCourt moved and Braunschweig seconded to adjourn into Executive Session for both City Council and the Community Development Authority per Wis. Stats. 19.85(1)(g) conferring with legal counsel. Roll call: Ayes: Braunschweig, Dornacher, Hintz, Manor, McCourt, Thate and Vos Nays: None Motion carried.

At 6:59 p.m. Braunschweig moved and McCourt seconded to reconvene to open session and adjourn to the special Committee of the Whole meeting. Roll Call: Ayes: Braunschweig, Dornacher, Hintz, Manor, McCourt, Miller, Thate and Vos. Nays: None. Motion carried.

Adjourned – 6:59 p.m.

Attest: Christine A. Kerkman, City Clerk-Treasurer

**ORDINANCE NO. 1704(18)**  
**Introduced by: Committee of the Whole**

**AN ORDINANCE AMENDING THE OFFICIAL TRAFFIC MAP BY ELIMINATING THE  
THREE-HOUR PARKING RESTRICTION IN THE LIVERY LOT, DODGE STREET LOT,  
WASHINGTON STREET LOT AND CHESTNUT STREET LOT**

The Common Council of the City of Burlington, Racine County, State of Wisconsin does ordain as follows:

**SECTION 1:** THE OFFICIAL TRAFFIC MAP of the City of Burlington, County of Racine, State of Wisconsin is hereby amended by eliminating the three hour parking restriction in the Livery parking lot, Dodge Street parking lot, Washington Street parking lot and Chestnut Street parking lot, all pursuant to Section 7.02 of the City of Burlington Municipal Code.

**SECTION 2:** THE OFFICIAL TRAFFIC MAP in all other respects shall remain unchanged.

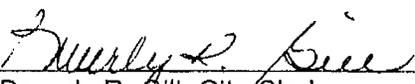
**SECTION 3:** This ordinance shall take effect upon its passage and publication as required by law.

Introduced: November 6, 2002

Adopted: November 19, 2002

  
\_\_\_\_\_  
Claude Lois, Mayor

ATTEST:

  
\_\_\_\_\_  
Beverly R. Gill, City Clerk

**CITY OF BURLINGTON – CITY COUNCIL**  
**Minutes**  
**Committee of the Whole**  
**Police Dept. Courtroom**  
**November 6, 2002, 6:30 p.m.**

At the meeting this Wednesday evening, Mayor Lois called the meeting to order at 6:30 p.m. starting with Roll Call: Frank Cannella, James McCourt, Thomas Vos, Peter Hintz, Robert Miller, John Ekes and John Thate. Alderman James Beardsley was excused. Also present were David Torgler, Thomas Kircher, Terri Padgett, Richard Lodle, Ron Patla, Larry Gobel, Patrick Scherrer and Richard Pieters.

**Citizens Comments – None**

**Approval of Minutes –** Alderman James McCourt motioned and Alderman Frank Cannella seconded to approve the minutes of October 15, 2002. All were in favor and the motion carried.

**Renewal of Aurora Health Care Agreement –** Mayor Lois and the City Council reviewed a renewal agreement with Aurora Health Care Southern Lakes, Inc. for the provision of public health services for the City of Burlington. The Mayor and Council discussed an amendment regarding a twenty-day payment cycle. Nurse Cheryl Mazmanian of the Health Department was present and confirmed that this amendment had been made and that a revised copy had been forwarded to the City. This will move forward to the November 19, 2002 City Council meeting for action.

**ChocolateFest Board Request –** The Mayor and Council reviewed a request from the ChocolateFest Board for a time extension on the 2002 and 2003 annual payments to the City for use of the festival grounds. This request was made due to poor weather conditions during the festival event. The Council was in agreement with this request, and it will now move forward to the November 19, 2002 City Council meeting for further action.

**U.S. Navy Request –** The Mayor and Council reviewed a request from the U.S. Navy to use the Echo Park parking lot on November 11, 2002 for the U.S. Navy's Blue Angels Flight Simulator display. The Council was in favor. Due to timing constraints, this will move forward to the November 6, 2002 City Council for action.

**Three-Hour Parking Restrictions –** Mayor discussed with the Council, the elimination of the three-hour parking restrictions for the downtown municipal parking lots. Mayor Lois noted that there have been positive results during the temporary lifting of the restriction, and recommended approval. This will now move forward to the November 19, 2002 City Council meeting for action.

**Ordinance Regarding Bicycles, Skateboards, in-line Skates and Play Vehicles –** Mayor Lois discussed with the Council, an ordinance to regulate the use of bicycles, skateboards, in-line skates and play vehicles in the Central Business District. After some discussion, the Council recommended amending Section 2: 7.13(1)(a) to read "adjacent sidewalks and parking lots" also Section 2: 7.13(1)(d) of the proposed ordinance to read "two or more wheels". With these amendments, this will move forward to the November 19, 2002 City Council meeting for action.

18. An ordinance amending the official traffic map by eliminating the three-hour parking restriction in the Livery Lot, Dodge Street Lot, Washington Street Lot and Chestnut Street Lot.

### ORDINANCES ADOPTED

Alderman Frank Cannella requested a second reading of Ordinance No. 16, *An ordinance amending Section 17.0311 "B-1 Neighborhood Business District" of the City of Burlington Zoning Ordinance*. There were no objections. Alderman Frank Cannella motioned and Alderman James Beardsley seconded to adopt Ordinance No. 16. Roll Call: Ayes: James Beardsley, Frank Cannella, James McCourt, Thomas Vos, Peter Hintz, Robert Miller, John Ekes and John Thate. Nays: None. All were in favor and the motion carried.

Alderman James McCourt requested a second reading of Ordinance No.17, *An ordinance repealing section 12.10(2) and creating Section 7.13 of the municipal code of the City of Burlington, Racine County, Wisconsin as it pertains to bicycles, in-line skates and play vehicles*. After some discussion it was proposed to amend the ordinance to read as follows: 7.13(4)(a) #2 On any city street designated as a State Highway, except when transiting across. #3 On any city street with a posted speed limit greater than 25 MPH, except when transiting across. #5 In any public parking lot outside the Central Business District. #7 On any other public property except where specifically authorized by posted sign, excluding sidewalks outside the Central Business District. Alderman James McCourt motioned and Alderman John Ekes seconded to adopt Ordinance No. 17 as amended. There were no objections. Mayor Lois asked that the Park Board address the public's concerns regarding the existing skateboard park. Roll Call: Ayes: James Beardsley, Frank Cannella, James McCourt, Thomas Vos, Peter Hintz, Robert Miller, John Ekes and John Thate. Nays: None. All were in favor and the motion carried.

Alderman Frank Cannella requested a second reading of Ordinance No. 18, *An ordinance amending the official traffic map by eliminating the three-hour parking restriction in the Livery Lot, Dodge Street Lot, Washington Street Lot and Chestnut Street Lot*. There were no objections. Alderman Frank Cannella motioned and Alderman Peter Hintz seconded to adopt Ordinance No. 18. Roll Call: Ayes: James Beardsley, Frank Cannella, James McCourt, Thomas Vos, Peter Hintz, Robert Miller, John Ekes and John Thate. Nays: None. All were in favor and the motion carried.

### OTHER MATTERS

None

### ADJOURNMENT INTO CLOSED SESSION

Alderman Frank Cannella motioned and Alderman Robert Miller seconded to adjourn into closed session per **Wis. Stats 19.85(1)(g)** Conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved.



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<b>Committee of the Whole Item Number: 9</b>	<b>Date:</b> October 18, 2011
<b>Submitted By:</b> Kevin Lahner, City Administrator	<b>Subject:</b> Ordinance 1935(12) to consider amending the Official Traffic Map changing the time limit from 24 hours to 3 hours in the city parking lot known as the Livery Lot.

**Details:**  
At the request of business owners sharing property lines with the parking lot along Milwaukee Avenue, the WI Central Railroad line and west of E. Chestnut Street, the hours for this lot are proposed to be changed from 24 hour parking to 3 hour parking. Recently there have been issues with long term parking in the lot which restricts perspective clients from patronizing adjoining businesses. This amendment would allow for a better flow of patrons needing to use the city lot for parking.

**Options & Alternatives:**  
Council may choose to deny this amendment and keep the current 24 hour parking rule in effect.

**Financial Remarks:**  
Costs associated with this amendment would only include the price of signage for the parking lot.

**Executive Action:**  
This item is review at the October 18, 2011 Committee of the Whole meeting and schedule for the November 1, 2011 Common Council meeting for consideration.

Ordinance No. 1935(12)  
Introduced by: Committee of the Whole

**AN ORDINANCE AMENDING THE OFFICIAL TRAFFIC MAP CHANGING THE TIME LIMIT FROM TWENTY-FOUR HOURS TO THREE HOURS IN THE CITY PARKING LOT, KNOWN AS THE LIVERY LOT, BOUNDED BY MILWAUKEE AVE., WISCONSIN CENTRAL RAILROAD, AND THE ALLEY IN BLOCK 20, ORIGINAL PLAT OF BURLINGTON.**

The Common Council of the City of Burlington, Racine County, State of Wisconsin does ordain as follows:

**Section 1. THE OFFICIAL TRAFFIC MAP** of the City of Burlington, County of Racine, State of Wisconsin, is hereby amended by removing the existing "Twenty-four hour parking zone" and replacing it with a "three hour parking zone" in the parking lot bounded by Milwaukee Ave., Wisconsin Central Railroad and the alley in Block 20 of the Original Plat of Burlington.

**Section 2. THE OFFICIAL TRAFFIC MAP** in all other respects shall remain the same.

**Section 3. THIS ORDINANCE** shall take effect and be in full force after its passage and publication as provided by law.

Introduced: October 18, 2011  
Adopted: DEAD  
Reintroduced 1/21/14

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Robert Miller, Mayor

Attest:

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Beverly R. Gill, City Clerk

6. **RESOLUTION 4505(30) "TO CONSIDER AUTHORIZING THE ISSUANCE AND SALE OF \$2,090,000 WATERWORKS SYSTEM REVENUE REFUNDING BONDS, SERIES 2011A AND PROVIDING FOR THE PAYMENT OF THE BONDS AND OTHER DETAILS WITH RESPECT TO THE BONDS".**

The mayor introduced Resolution 4505(30) to the council for discussion.

Jim Mann of Ehlers stated there was a favorable Net Present Value savings of \$72,934.34 from the original estimate of \$2,090,000. The new bond amount is \$2,050,000.

There were no further comments. This resolution is scheduled for the October 18, 2011 Common Council meeting.

7. **RESOLUTION 4506(31) "TO CONSIDER APPROVING A CONTRACT WITH LJM ARCHITECTS TO CONDUCT A HISTORIC BUILDING SURVEY IN THE CITY OF BURLINGTON FOR THE AMOUNT OF \$24,000".**

The mayor introduced Resolution 4506(31) to the council for discussion.

Vos questioned if the survey will cover residential properties and what the benefit to the City is. Mayor Miller stated it will include residential and cemeteries. He further stated that home owners will have an opportunity to have their house listed on the National Registry which may allow them to qualify for Federal tax credits.

Vos questioned if the home owners would have to invest in restoration of their properties if they are listed on the National Registry. Stephanie Schulte, RCEDC stated the home owner will have the option of being listed on the registry. If they choose to be listed and remodel their home they would need to follow specific guidelines to be historically accurate.

Vos questioned where the tax credits come from. Mayor Miller stated he would have staff research it more and bring back the information for the November 1 meeting.

Vos stated he does not like to spend money, including grant funds, for something that will not directly benefit the City. Simenson questioned what the actual benefits would be to the City. Rauch and Miller both stated it could promote tourism plus be a benefit to the homeowner.

There were no further comments. This resolution is scheduled for the November 1, 2011 Common Council meeting.

8. **RESOLUTION 4507(32) "TO CONSIDER APPROVING THE PURCHASE OF CARPETING FOR THE PUBLIC LIBRARY FROM BEST VALUE FLOORING IN THE AMOUNT OF \$30,816.80".**

The mayor introduced Resolution 4507(32) to the council for discussion. Rauch stated the carpet will be tiles so that it can be repaired or replaced easier in the future if there is damage.

There were no further comments. This resolution is scheduled for the November 1, 2011 Common Council meeting.

9. **ORDINANCE 1935(12) "TO CONSIDER AMENDING THE OFFICIAL TRAFFIC MAP CHANGING THE TIME LIMIT FROM TWENTY-FOUR HOURS TO THREE HOURS IN THE CITY PARKING LOT KNOWN AS THE LIVERY LOT ALONG MILWAUKEE AVENUE AND THE WISCONSIN CENTRAL RAILROAD".**

The mayor introduced Ordinance 1935(12) to the council for discussion.

Vos stated that Fred Mabson of Fred's Burgers has expressed concern over this parking lot to him in the past. He further stated he agrees with limiting the time for parking in the livery lot as it is not conducive for the businesses and should match what is in the front of their business.

Simenson questioned which businesses had complained about the parking lot. Mayor Miller stated Fred's and Johns Main Event. Simenson further questioned if the other businesses adjacent to the lot had been contacted. Mayor Miller stated not at this time, that this issue is for discussion with the Council only at this point.

Mayor Miller stated that issues with parking lots have been discussed with the Council in the past where a few years ago after a study the lots went to 24 hours. He further stated that he feels if the livery lot is revised a study should be done for all of the city lots.

Vos questioned having permits for employees and tenants in that area to enable them to park long term.

Prailes stated he feels the parking structure isn't being utilized to its fullest and suggested having permitted parking on the 3<sup>rd</sup> floor of the structure.

Simenson stated she feels 24-hour parking needs to be allowed in some city lots for employees to park. She further stated it would be difficult for law enforcement to monitor 3-hour parking in the livery lot, especially at night when the Community Service Officer is off duty.

Mayor Miller asked the Council for direction on how to proceed with this item.

Johnson stated he feels the livery lot should be limited parking as it affects the adjacent businesses but does not feel the other city lots should be changed.

Hintz stated he feels parking should be 3 hours in all city lots except the parking structure. He further stated the city is not obligated to provide parking for the downtown tenants and agrees with having permitted parking in the structure.

Fischer questioned if there was truly a problem with parking capacity or more a behavior problem with tenants and employees of the downtown businesses. He further stated there should be more signage to direct people to the parking structure.

Simenson stated she would like to talk with the business owners first. She further stated she has never had a problem finding a parking spot downtown and feels there will never be a perfect solution.

Attorney Bjelajac suggested having the Plan Commission make a recommendation or have the Chamber of Commerce take a survey of how many spots would be needed.

There were no further comments. This resolution is scheduled for the November 1, 2011 Common Council meeting.

10. **ORDINANCE 1936(13) "TO CONSIDER REPEALING AND RECREATING CHAPTER 219, "NOISE" OF THE MUNICIPAL CODE".**

The mayor introduced Ordinance 1936(13) to the council for discussion.

Attorney Bjelajac addressed the Council stating the revision to the code regarding noise was prompted due to reoccurring problems with a few commercial businesses abutting residential



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<b>Committee of the Whole Item Number:</b> 7	<b>Date:</b> January 21, 2014
<b>Submitted By:</b> Kevin Lahner, City Administrator	<b>Subject:</b> Ordinance 1974(8) to consider amending the Official Traffic Map changing the time limit from 24 hours to 3 hours in the city parking lot known as the Livery Lot.

**Details:**

At the request of business owners sharing property lines with the parking lot along Milwaukee Avenue, the WI Central Railroad line and west of E. Chestnut Street, the hours for this lot are proposed to be changed from 24 hour parking to 3 hour parking. Recently there have been issues with long term parking in the lot which restricts perspective clients from patronizing adjoining businesses. This amendment would allow for a better flow of patrons needing to use the city lot for parking.

This item was discussed at the October 18, 2011 Committee of the Whole meeting and tabled. Business owners have recently approached staff to bring this item forward again.

All building and business owners that adjoin this lot have been contacted. A copy of the letter sent to each is attached in this packet.

**Options & Alternatives:**

Council may choose to deny this amendment and keep the current 24 hour parking rule in effect.

**Financial Remarks:**

Costs associated with this amendment would only include the price of signage for the parking lot.

**Executive Action:**

This item was first discussed at the October 18, 2011 Committee of the Whole meeting and is placed on the January 21, 2014 Committee of the Whole meeting and schedules for the February 4, 2014 Common Council meeting for consideration.

Schultz clarified that the City has known for a while that it will need to deal with the phosphorus issue and that this Agreement with Baxter & Woodman is what will move it forward. Workman concurred with Schultz.

6. **Resolution 4649(39)** to consider approving Task Order Number Ninety-Three with Kapur and Associates, Inc. for the 2014 Street and Sidewalk Project in the amount of \$78,985.

Mayor Miller introduced Resolution 4649(39) and opened it up for discussion.

Workman explained that this work wasn't originally budgeted in the 2014 budget; however there is a surplus from the 2012 General Obligation Bonds for Street Improvements which is required to be spent before 7/31/2014 and must be used on "basic" street improvements that do not involve utility work and needs to be designed and constructed quickly.

Vos asked how the slag seal that was used on previous projects is holding up and if it would be strong enough to withstand the weight of the heavier industrial vehicles that utilize the roads that are planned to be repaired. Workman replied that the nice thing about slag sealing is that you're actually adding structural reinforcement by putting an aggregate on top of the road which gives the road more integrity than the old technology of using the slurry seal, which is why it is being proposed to be used in the industrial park area – it's much structurally sound.

Hintz stated that the Kane Street area by the Lincoln Monument was in bad shape and should be considered for repairs as well.

Schultz asked how the slag seal on Bridge Street was holding up. Workman replied that it was holding up well and appears to be doing its job but that it takes a winter or two to really set in.

7. **Ordinance 1974(8)**: to consider amending the Official Traffic Map changing the time limit from 24 hours to 3 hours in the City parking lot, known as the Livery Lot, bounded by Milwaukee Avenue, WI Central Railroad and the alley in Block 20, Original Plat of Burlington.

Mayor Miller introduced Ordinance 1974(8) and opened it up to Council for discussion.

Vos inquired as to why this has become an issue. Mayor first responded that it was originally brought up in 2011 but eventually tabled by Council. Lahner then responded that it was brought to his attention by business owners that parking spots were being taken up by non-patrons and was potentially hurting their business. Lahner added that a possible solution to help the retail businesses was to have more frequent change-over in that lot; however the down-side would be non-parking availability for area residents.

Vos stated that there is available parking in the parking structure for residents. Prailes commented that customers can use and walk from the structure as well. Prailes further stated his concern for business owner who rely on the rental income from those residents and might have a more difficult time finding renters if parking availability becomes an issue.

Preusker wanted more specifics as to who is concerned about the parking issues and if notices were sent out to everybody that the parking issue would concern. Mayor stated that all business owners and residents were notified and there were some business owners in attendance at tonight's meeting.

Prailes wanted to know why the parking issue was tabled in 2011. Mayor responded that it was the same concerns as it is now but the drive for it to move forward weaned and the request was withdrawn.

Dawidziak asked if the decision had to be for the entire lot or if there could be exceptions made for residents. Lahner responded that residents could purchase monthly parking permits for \$10; however, if there is no 24-hour parking, then residents would not be able to park there even if they had a permit. Nimmer clarified that as it's designed right now, all municipal lots allow

people with a permit to park overnight. If 24-hour parking is no longer allowed in this particular lot, then the City would have to either amend the ordinance to allow for the permits and 3-hour parking or eliminate permits from that parking lot completely, which then would essentially eliminate residential parking.

Hintz asked if the City could restrict the parking to 3-hours during the day but allow parking overnight, which would help businesses during the day, but allow residents and others to still be able to park overnight if need be. Mayor responded that additional restrictions will require additional enforcement and with a reduced police department budget, the manpower to enforce could become an issue, resulting in more of a complaint type basis.

Vos wanted to hear feedback from the area business owners and inquired if there had been any feedback from the residents. Lahner replied that he hasn't heard feedback from residents, but business owners were present and ready to speak.

Mayor Miller opened the discussion to the business owners for comments.

Alex Strelbicki, 572 N. Pine Street, stated that he doesn't have anything against Fred's or John's and understands they have a business to run as well, but these restrictions solely benefit these two businesses. Strelbicki further stated that he has two older employees that would have a hard time walking the extra two blocks and feels others need to be considered in this situation.

Judy LeMieux, 256 E. Chestnut Street – owner Chocolate Expressions, stated that she understands parking is difficult in Burlington and it's hard for customers to find parking especially during the lunch hours. LeMieux further stated her primary issues being that the parking ramp is disgusting and not being taken care of; residents should have the right to use the parking lot as needed; and there is already a lack of a parking attendant, this could make it more of an issue.

Kevin O'Brien, 516 N. Pine Street – owner Burlington Floral, stated that he didn't see a big problem with the way things are right now. O'Brien further stated that posting these new restrictions would be an inconvenience to 2<sup>nd</sup> and 3<sup>rd</sup> shift workers, older employees, and business owners.

John Puntillo, 556 N. Pine Street – owner John's Main Event, stated that he had spoken with Fred's of Fred's Burgers. Puntillo said they both feel that during the day there should be parking restrictions and that they have more of an issue with Charcoal Grill employees parking in that lot; however, overnight parking should still be allowed.

8. **Ordinance 1975(9)**: to consider amending Section 17-1(I) of the Municipal Code to increase court costs by all persons and provided penalties for violations.

Mayor Miller introduced Ordinance 1975(9) and then opened it up for discussion.

There was no discussion.

9. **Motion 14-768**: to consider the 2014 fireworks display for July 4<sup>th</sup> with Bartolotta Fireworks Company, Inc., in the amount of \$10,000.

Dawidziak asked if other vendor options were explored and thought the 4<sup>th</sup> of July have been somewhat boring and not very impressive. Lahner replied that there are a few other firework companies but the City has not looked into them.

Prailes asked if it was possible to have the fireworks displayed over Echo Lake again. Lahner responded that it was both a safety issue and in order to resolve would require more money in order to have appropriate equipment.



## COMMITTEE OF THE WHOLE AGENDA

ITEM NUMBER: 6

**DATE:** May 17, 2016

**SUBJECT:** DISCUSSION to provide an update of the 2016-2018 Strategic Plan Initiatives

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

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### **BACKGROUND/HISTORY:**

The City of Burlington engaged in a strategic planning process over three meetings during October and November 2015. The sessions yielded a Strategic Plan for the three-year period 2016-2019. The Strategic Plan consists of five strategic priorities, which are the highest priority issues for the next three years; a series of desired outcomes, which provide a vision of success, key outcome indicators, which will be monitored to determine success; and a set of performance targets, which define the successful outcome. The five strategic priorities with their strategic initiatives are as follows:

#### Financial Sustainability

- a) Monthly reporting system – IN PROGRESS
- b) Long-term, comprehensive financial plan-all funds – IN PROGRESS
- c) Develop financial policies

#### Economic Development

- a) Focused business development program – IN PROGRESS
- b) Develop business retention program – IN PROGRESS
- c) Create a business incentive policy

#### Infrastructure Maintenance and Expansion

- a) Develop vehicle, equipment, facilities replacement schedule & funding strategy – IN PROGRESS
- b) Create plan for moving General Transportation Aid for intended purpose
- c) Create stormwater utility
- d) Limit water & wastewater treatment limits – IN PROGRESS
- e) Complete schedules and strategy for major facilities – IN PROGRESS

#### A Competitive Workforce

- a) Total compensation study – IN PROGRESS
- b) Succession plan for organization
- c) Employee survey – IN PROGRESS
- d) Exit interviews - COMPLETE

#### Citizen Engagement

- a) Develop community engagement & education program
- b) Citizen Survey
- c) Recruitment & application process

Attached for your convenience is a detailed breakdown for staff to follow indicating the goal date to complete the various steps involved in fulfilling the initiatives. Staff is on track with the goal dates at this time and many initiatives are in progress.

**BUDGET/FISCAL IMPACT:**

None

**RECOMMENDATION**

For update only

**TIMING/IMPLEMENTATION:**

This item is scheduled for discussion at the May 17, 2016 Committee of the Whole meeting.

**ATTACHMENTS:**

Strategic Plan Initiatives reference timeline

Winter 2016	Business Development Program	Meet with downtown business owners to update strategic plan	Administration	✓
Winter 2016	Exit Interviews for All Positions	Identify perimeters for exit questionnaire	Administration	✓
Winter 2016	Exit Interviews for All Positions	Prepare standard questionnaire to conduct interviews	Administration	✓
Winter 2016	Community Pool Study	Release RFP	Administration	✓
Winter 2016	Employee Compensation Study	Create and issue RFP for study	Administration	✓
Winter 2016	Major Facilities Study	Meet with BASD and Racine Co. for possible joint facility	Administration	✓
Winter 2016	Employee Compensation Study	Collect job descriptions and current comp package	Dept Heads	✓
Winter 2016	Financial Reporting System	Upgrade accounting software	Finance	✓
Winter 2016	5-Year Financial Plan	Meet with Ehlers to discuss 5-yr Financial Plan	Finance	✓
Winter 2016	5-Year Financial Plan	Budget expenditure for plan	Finance	✓
Spring 2016	Community Pool Study	Interview vendors	Admin & DPW	✓
Spring 2016	Business Development Program	Create a Gap Analysis and Retail Leakage report	Admin & RCEDC	✓
Spring 2016	Employee Compensation Study	RFPs for compensation study due	Administration	✓
Spring 2016	Major Facilities Study	Conduct Feasibility Study	Administration	✓
Spring 2016	Major Facilities Study	Catalog all City facilities, build date and condition	Administration	✓
Spring 2016	Employee Compensation Study	Comp study consultant contract to Council	Administration	
Spring 2016	Business Retention Program	Update Downtown Strategic Plan with RCEDC	Administration	✓
Spring 2016	Employee Satisfaction Survey	Develop questions for survey	Dept Heads	✓
Spring 2016	Succession Plan for Organization	Compile list of job descriptions and qualifications	Dept Heads	✓
Spring 2016	Employee Satisfaction Survey	Distribute survey to employees	Dept Heads	
Spring 2016	Financial Reporting System	Develop budget to actual spreadsheets with links to data	Finance	
Spring 2016	Financial Reporting System	Update Dept Head computers with software	Finance	
Spring 2016	Develop Financial Policies	Review current financial policy	Finance	✓
Spring 2016	Financial Reporting System	Test excel spreadsheets & modify if needed	Finance	
Spring 2016	5-Year Financial Plan	Coordinate draft of plan	Finance	
Spring 2016	Financial Reporting System	Final edits to excel sheets	Finance	
Spring 2016	Financial Reporting System	Clarity training for Dept. Heads with "Inquiry Access"	Finance	
Spring 2016	5-Year Financial Plan	Res of 5-yr Plan to go to Council	Finance	
Spring 2016	Develop Financial Policies	Review of changes/edits	Finance & Admin	

<i>Spring 2016</i>	Financial Reporting System	Dept Heads utilizing data	Finance & Dpt Hds
<i>Spring 2016</i>	5-Year Financial Plan	Coordinate data for plan	Finance & Dpt Hds
<i>Summer 2016</i>	Community Pool Study	Consultant to complete Phase 1 site assessment	Admin & DPW
<i>Summer 2016</i>	Community Pool Study	Consultant to complete Phase 2 preliminary design	Admin & DPW
<i>Summer 2016</i>	Citizen Recruitment Process	Research other community practice	Administration
<i>Summer 2016</i>	Citizen Recruitment Process	Create recruitment application	Administration
<i>Summer 2016</i>	Employee Compensation Study	Conduct comp study	Administration
<i>Summer 2016</i>	Business Incentive Program	Identify funding mechanisms and create marketing plan	Administration
<i>Summer 2016</i>	Business Retention Program	Resolution of Business Attraction & Retention Plan to Council	Administration
<i>Summer 2016</i>	Employee Satisfaction Survey	Receive employee surveys	Dept Heads
<i>Summer 2016</i>	Develop Financial Policies	Implementation of Financial Policies	Dept Heads
<i>Summer 2016</i>	Capital Improvement Plan	Identify capital improvement & Equipment Replacement schedule	Dept Heads
<i>Summer 2016</i>	Limit water/ww treatment limits	Compile list of all treatment limits per user permit	DPW
<i>Summer 2016</i>	Limit water/ww treatment limits	Determine efficiency and problems with current limits	DPW
<i>Summer 2016</i>	Create plan for GTA	Move GTA funds to indended purpose	DPW & Finance
<i>Summer 2016</i>	Develop Financial Policies	Policies recommended by Ehlers to COW/Council	Finance
<i>Autumn 2016</i>	Business Retention Program	Create property maintenance education program	Admin & B. Inspect
<i>Autumn 2016</i>	Community Pool Study	Consultant to complete Phase 3 management plan	Admin & DPW
<i>Autumn 2016</i>	Community Pool Study	Consultant to complete Phase 4 referendum & educ. assistance	Admin & DPW
<i>Autumn 2016</i>	Business Development Program	Interview larger businesses in city	Admin & RCEDC
<i>Autumn 2016</i>	Employee Compensation Study	Present comp study results to Council	Administration
<i>Autumn 2016</i>	Employee Satisfaction Survey	Compile survey results	Administration
<i>Autumn 2016</i>	Citizen Recruitment Process	Review recruitment application with Council	Administration
<i>Autumn 2016</i>	Major Facilities Study	Develop facilities replacement schedule and funding strategy	Administration
<i>Autumn 2016</i>	Business Incentive Program	Present incentive program to Council	Administration
<i>Autumn 2016</i>	Citizen Recruitment Process	Market recruitment application and processes	Administration
<i>Autumn 2016</i>	Employee Satisfaction Survey	Review results with Council	Administration
<i>Autumn 2016</i>	Develop Community Engagement Program	Review existing public information tools	Administration
<i>Autumn 2016</i>	Business Retention Program	Quarterly update of vacant downtown storefront doc	Administration

<b>Autumn 2016</b>	Employee Compensation Study	Implement comp study findings	Dept Heads
<b>Autumn 2016</b>	Capital Improvement Plan	Create spreadsheet of CIP and ERF needs	Dept Heads
<b>Autumn 2016</b>	Capital Improvement Plan	Update Council of needs	Dept Heads
<b>Winter 2017</b>	Community Pool Study	Consultant to complete Phase 5 design and bid	Admin & DPW
<b>Winter 2017</b>	Employee Satisfaction Survey	Review results with employees	Administration
<b>Winter 2017</b>	Develop Community Engagement Program	Research other community practice	Administration
<b>Winter 2017</b>	Citizen Survey	Develop and RFP fro conducting an citizen survey	Administration
<b>Winter 2017</b>	Citizen Survey	Market survey with community	Administration
<b>Winter 2017</b>	Develop Community Engagement Program	Provide City Administrator report of engagement findings	Administration
<b>Winter 2017</b>	Citizen Survey	Hire consultant to conduct study	Administration
<b>Winter 2017</b>	Limit water/www treatment limits	Compile list of future mandates for processes	DPW
<b>Winter 2017</b>	Create Stormwater Utility	Begin mapping of existing stormwater system	DPW
<b>Winter 2017</b>	Develop Financial Policies	Incorporate Financial Policies into 2017 Budget	Finance
<b>Spring 2017</b>	Citizen Survey	Residents to complete survey	Administration
<b>Spring 2017</b>	Citizen Survey	Results of survey presented to Council with recommendations	Administration
<b>Spring 2017</b>	Citizen Survey	Results of survey presented to community	Administration
<b>Spring 2017</b>	Succession Plan for Organization	Establish career development plan for all employees	Dept Heads
<b>Spring 2017</b>	Create Stormwater Utility	Submit data to DNR for future MS4 permit	DPW
<b>Summer 2017</b>	Develop Community Engagement Program	Create community engagement program	Administration
<b>Summer 2017</b>	Develop Community Engagement Program	Review community engagement program with Council	Administration
<b>Summer 2017</b>	Succession Plan for Organization	Implement training program and succession plan	Dept Heads
<b>Winter 2017</b>	Community Pool Study	Consultant to complete Phase 6 construct management & inspection	Admin & DPW
<b>Winter 2017</b>	Major Facilities Study	Possible design and build of combined facility	Administration
<b>Winter 2017</b>	Create Stormwater Utility	Create Stormwater Utility	DPW
<b>Winter 2017</b>	Create Stormwater Utility	Create stormwater division with DPW	DPW
<b>Ongoing</b>	Business Retention Program	Strengthen and enhance relationship with Chamber	Administration
<b>Ongoing</b>	Business Development Program	Identify Action Plan for Downtown and City Revitalization	Administration
<b>Ongoing</b>	Employee Satisfaction Survey	Implement action plans based on employee feedback	Administration

<b>Ongoing</b>	Employee Satisfaction Survey	Redistribute survey to employees annually	Administration
<b>Ongoing</b>	Exit Interviews for all positions	Conduct exit interview with all that terminates employment	Administration
<b>Ongoing</b>	Exit Interviews for all positions	Review results of interview annually and create action plans	Administration
<b>Ongoing</b>	Citizen Recruitment Process	Communicate and update citizens of recruitment opportunities	Administration
<b>Ongoing</b>	Citizen Recruitment Process	Update Council annual of recruitment statistics	Administration
<b>Ongoing</b>	Develop Community Engagement Program	Implement community engagement program	Administration
<b>Ongoing</b>	Develop Community Engagement Program	Communicate & update citizens of events, programs and legislature	Administration
<b>Ongoing</b>	Succession Plan for Organization	Discuss training expectations with employees	Dept Heads
<b>Ongoing</b>	Succession Plan for Organization	Evaluate and monitor process of succession plan	Dept Heads
<b>Ongoing</b>	Capital Improvement Plan	Schedule CIP and ERF needs in annual budget	Dept Heads
<b>Ongoing</b>	Limit water/ww treatment limits	Seek groups who legally oppose mandates of limits	DPW
<b>Ongoing</b>	Limit water/ww treatment limits	Meet current mandate limits for water and wastewater	DPW
<b>Ongoing</b>	Create Plan for GTA	Complete GTA study annually	DPW
<b>Ongoing</b>	Create Plan for GTA	Develop revolving 5-year right-of-way plan	DPW



**COMMITTEE OF THE WHOLE**

**ITEM NUMBER: 7**

**DATE:** May 17, 2016

**SUBJECT:** Resolution 4786(5) to consider awarding the purchase of a 2017 marked police vehicle

**SUBMITTED BY:** Mark J. Anderson, Chief of Police

---

**BACKGROUND/HISTORY:**

The Equipment Replacement Fund includes the purchase of three patrol vehicles for the Police Department. The Police Department is recommending the purchase of one 2017 Ford Police Interceptor Utility vehicle based on prior experience regarding their performance, usefulness, and dependability. These models have been shown to fit our department's needs as patrol vehicles.

This new vehicle will replace a 2012 Ford Police Interceptor Utility vehicle with 96,000 miles (patrol vehicle 908). Within the last few months, the catalytic converters and strut mounts were replaced, costing \$1658.35. This vehicle will inevitably be in need of further major repair if we were to keep it in use for any extended period of time. Patrol vehicle 908 will be traded in to off-set the cost of the new patrol vehicle. As there is usually a several month wait for a new patrol vehicle delivery, we have not obtained an estimate of the trade-in value.

The other two vehicles have less than 65,000 miles on them and are scheduled to be replaced later this year.

The department opened its bidding process via VENDORNET for the vehicle on April 22, 2016. Two bids were received in response to specifications for a 2017 Ford Police Interceptor Utility developed by the Police Department:

- Ewald Automotive Group submitted a bid for \$29,435.00
- Miller Motors of Burlington submitted a bid for \$29,641.00 (including license and title)

**BUDGET/FISCAL IMPACT:**

This item has been included in the 2106 Police Department Equipment Replacement Fund. This purchase is below the budgeted amount of \$36,000.

**RECOMMENDATION:**

Staff is recommending the Common Council award the bid for one 2017 Ford Police Interceptor Utility vehicle to Miller Motors.

**TIMING/IMPLEMENTATION:**

This item is for discussion at the May 17, 2016 Committee of the Whole meeting and scheduled for final consideration at the June 7, 2016 Common Council meeting.

**ATTACHMENTS:** Squad Bids

**A RESOLUTION APPROVING THE AWARD OF BID FOR ONE NEW PATROL  
VEHICLE FOR THE CITY OF BURLINGTON POLICE DEPARTMENT TO MILLER  
MOTORS FOR THE AMOUNT OF \$29,641.00 PLUS SET-UP FEES**

**WHEREAS**, on June 1, 2004 the Common Council did approve Resolution 3812(18), a Resolution Adopting a Purchasing Policy for the City of Burlington; and,

**WHEREAS**, the Purchasing Policy requires that all non-construction related Budget Items requiring expenditures of \$15,000 or more to be reviewed and pre-approved by the Common Council; and,

**WHEREAS**, the Council may direct, at its discretion, that the item is to be bid in the same manner as construction contracts, or that it is to be combined with or included in another governmental bid, but shall not be required to do so; and,

**WHEREAS**, the City of Burlington Police Department is scheduled to replace one 2012 Ford Police Interceptor Utility police vehicle with funds included in the 2016 Police Department budget; and,

**WHEREAS**, the Police Department has searched local Dealerships for an available vehicle meeting the Police Department specifications; and,

**WHEREAS**, the purchase of one 2017 Ford Police Interceptor Utility vehicle from Miller Motors, for the amount of \$29,641.00 plus set-up fees has been recommended by the Chief of Police.

**NOW, THEREFORE, BE IT RESOLVED** by the Common Council of the City of Burlington that purchase of the aforementioned vehicle is hereby approved for the total amount of \$29,641.00, plus set-up fees.

Introduced: May 17, 2016

Adopted:

\_\_\_\_\_  
Jeannie Hefty, Mayor

Attest:

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

CNGP530

VEHICLE ORDER CONFIRMATION

04/25/16 12:32:09

==>

Dealer: F41407

2017 EXPLORER 4-DOOR

Page: 2 of 2

Order No: 9999 Priority: F4 Ord FIN: QE258 Order Type: 5B Price Level: 725  
Ord Code: 500A Cust/Flt Name: BURL.POL. PO Number:

	RETAIL	DLR INV	RETAIL	DLR INV
153 FRT LICENSE BKT	NC	NC		
SP FLT ACCT CR		(930.00)		
FUEL CHARGE		4.10		
PRICED DORA	NC	NC		
DEST AND DELIV	945	945.00		

TOTAL BASE AND OPTIONS 34730 32590.10  
TOTAL 34730 32590.10

\*THIS IS NOT AN INVOICE\*

\*TOTAL PRICE EXCLUDES COMP PRICE ALLOW\*

F1=Help

F2=Return to Order

F7=Prev

F3/F12=Veh Ord Menu

F9=View Trailers

F4=Submit

F5=Add to Library

S099 - PRESS F4 TO SUBMIT

QC06233

==> Dealer: F41407

2017 EXPLORER 4-DOOR

Page: 1 of 2

Order No: 9999 Priority: F4 Ord FIN: QE258 Order Type: 5B Price Level: 725

Ord Code: 500A Cust/Flt Name: BURL.POL. PO Number:

	RETAIL	DLR INV		RETAIL	DLR INV
K8A 4DR AWD POLICE	\$31510	\$30407.00	.GRILL WIRING		
.112.6" WB			68G RR DR/LK INOP	35	33.00
G1 SHADOW BLACK			794 PRICE CONCESSN		
YZ POLICE WHITE			REMARKS TRAILER		
9 CLTH BKTS/VNL R			86T RR TAILLAMP HSG	60	58.00
W EBONY BLACK			91A VINYL PACKAGE 1	840	797.00
500A EQUIP GRP			FLEX-FUEL		
.PREM SINGLE CD					

99R .3.7L V6 TIVCT NC NC TOTAL BASE AND OPTIONS 34730 32590.10

44C .6-SPD AUTO TRAN NC NC TOTAL 34730 32590.10

17T CARGO DOME LAMP 50 49.00 \*THIS IS NOT AN INVOICE\*

18W RR WINDOW DEL 25 24.00 \*TOTAL PRICE EXCLUDES COMP PRICE ALLOW\*

43D COURTESY DISABL 20 19.00

51R DRV LED SPT LMP 395 375.00 \* MORE ORDER INFO NEXT PAGE \*

66A FRONT HDLMP PKG 850 809.00 F8=Next

F1=Help F2=Return to Order F3/F12=Veh Ord Menu

F4=Submit F5=Add to Library F9=View Trailers

S006 - MORE DATA IS AVAILABLE.

QC06233

*\$29,641 + LICENSE + TITLE*

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 Email: manderson@burlington-wi.gov

**Prepared By:**  
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2017 Fleet/Non-Retail Ford Police Interceptor Utility AWD 4dr K8A

**QUOTE WORKSHEET**

**QUOTE WORKSHEET - 2017 Fleet/Non-Retail K8A AWD 4dr**

MSRP		\$31,510.00
Destination Charge		\$945.00
Optional Equipment		\$2,275.00
Dealer Advertising		\$0.00
PRE-TAX ADJUSTMENTS:		
STATE OF WISCONSIN MUNICIPAL DISCOUNT	(\$5,295.00)	
Total Pre-Tax Adjustments		(\$5,295.00)
Taxable Price		\$29,435.00
TOTAL		\$29,435.00

Customer Signature / Date

Dealer Signature / Date

2017 AWD Ford Utility Interceptor to the specifications as detailed. Registration fees are not included. Delivery can be anticipated approximately 14-16 weeks from order. 2017 Production is scheduled to begin on 6/6/2016. Payment terms are net 10 days.

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

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## 2017 Fleet/Non-Retail Ford Police Interceptor Utility AWD 4dr K8A

### ***STANDARD EQUIPMENT***

---

#### **STANDARD EQUIPMENT - 2017 Fleet/Non-Retail K8A AWD 4dr**

---

#### *ENTERTAINMENT*

- Radio: MyFord AM/FM/CD/MP3 Capable -inc: clock, 6 speakers and 4.2" color LCD screen center-stack Smart Display
- Radio w/Speed Compensated Volume Control and Steering Wheel Controls
- Integrated Roof Antenna

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## 2017 Fleet/Non-Retail Ford Police Interceptor Utility AWD 4dr K8A

### **STANDARD EQUIPMENT**

---

#### **STANDARD EQUIPMENT - 2017 Fleet/Non-Retail K8A AWD 4dr**

---

#### *EXTERIOR*

- Wheels: 18" x 8" 5-Spoke Painted Black Steel -inc: center caps and full size spare
- Tires: P245/55R18 AS BSW
- Steel Spare Wheel
- Spare Tire Mounted Inside Under Cargo
- Clearcoat Paint
- Body-Colored Front Bumper w/Black Rub Strip/Fascia Accent
- Body-Colored Rear Bumper w/Black Rub Strip/Fascia Accent
- Black Bodyside Cladding and Black Wheel Well Trim
- Black Side Windows Trim and Black Front Windshield Trim
- Black Door Handles
- Black Power Side Mirrors w/Convex Spotter and Manual Folding
- Fixed Rear Window w/Fixed Interval Wiper, Heated Wiper Park and Defroster
- Deep Tinted Glass
- Speed Sensitive Variable Intermittent Wipers
- Front Windshield -inc: Sun Visor Strip
- Galvanized Steel/Aluminum Panels
- Lip Spoiler
- Black Grille
- Liftgate Rear Cargo Access
- Tailgate/Rear Door Lock Included w/Power Door Locks
- Projector Beam Led Low Beam Headlamps
- LED Brakelights

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## 2017 Fleet/Non-Retail Ford Police Interceptor Utility AWD 4dr K8A

### **STANDARD EQUIPMENT**

---

#### **STANDARD EQUIPMENT - 2017 Fleet/Non-Retail K8A AWD 4dr**

---

#### *INTERIOR*

- 60-40 Folding Split-Bench Front Facing Fold Forward Seatback Rear Seat
- Manual Tilt Steering Column
- Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Tachometer, Engine Hour Meter, Trip Odometer and Trip Computer
- Power Rear Windows and Fixed 3rd Row Windows
- 5 Person Seating Capacity
- Remote Releases -Inc: Power Cargo Access
- Cruise Control w/Steering Wheel Controls
- Manual Air Conditioning
- HVAC -inc: Underseat Ducts
- Locking Glove Box
- Driver Foot Rest
- Unique HD Cloth Front Bucket Seats w/Vinyl Rear -inc: driver 6-way power track (fore/aft.up/down, tilt w/manual recline, 2-way manual lumbar, passenger 2-way manual track (fore/aft, w/manual recline) and built-in steel intrusion plates in both front seatbacks
- Interior Trim -inc: Metal-Look Instrument Panel Insert, Metal-Look Door Panel Insert and Metal-Look Interior Accents
- Full Cloth Headliner
- Urethane Gear Shift Knob
- Day-Night Rearview Mirror
- Driver And Passenger Visor Vanity Mirrors
- Mini Overhead Console w/Storage and 2 12V DC Power Outlets
- Front And Rear Map Lights
- Fade-To-Off Interior Lighting
- Full Vinyl/Rubber Floor Covering
- Carpet Floor Trim

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## 2017 Fleet/Non-Retail Ford Police Interceptor Utility AWD 4dr K8A

### **STANDARD EQUIPMENT**

---

#### **STANDARD EQUIPMENT - 2017 Fleet/Non-Retail K8A AWD 4dr**

---

- Cargo Features -inc: Cargo Tray/Organizer
- Cargo Space Lights
- Dashboard Storage, Driver And Passenger Door Bins
- Power Adjustable Pedals
- Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
- Delayed Accessory Power
- Power Door Locks
- Systems Monitor
- Redundant Digital Speedometer
- Trip Computer
- Analog Display
- Seats w/Vinyl Back Material
- Manual Adjustable Front Head Restraints
- 2 12V DC Power Outlets
- Air Filtration

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## 2017 Fleet/Non-Retail Ford Police Interceptor Utility AWD 4dr K8A

### ***STANDARD EQUIPMENT***

---

#### **STANDARD EQUIPMENT - 2017 Fleet/Non-Retail K8A AWD 4dr**

---

#### *MECHANICAL*

- Engine: 3.7L V6 Ti-VCT FFV
- Transmission: 6-Speed Automatic
- 3.65 Axle Ratio
- GVWR: 6,300 lbs
- Transmission w/Oil Cooler
- Automatic Full-Time All-Wheel Drive
- Engine Oil Cooler
- 78-Amp/Hr 750CCA Maintenance-Free Battery
- HD 220 Amp Alternator
- Police/Fire
- Gas-Pressurized Shock Absorbers
- Front And Rear Anti-Roll Bars
- Electric Power-Assist Steering
- 18.6 Gal. Fuel Tank
- Dual Stainless Steel Exhaust
- Permanent Locking Hubs
- Strut Front Suspension w/Coil Springs
- Multi-Link Rear Suspension w/Coil Springs
- 4-Wheel Disc Brakes w/4-Wheel ABS, Front Vented Discs, Brake Assist and Hill Hold Control

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## 2017 Fleet/Non-Retail Ford Police Interceptor Utility AWD 4dr K8A

### ***STANDARD EQUIPMENT***

---

#### **STANDARD EQUIPMENT - 2017 Fleet/Non-Retail K8A AWD 4dr**

---

#### *SAFETY*

- Advancetrac w/Roll Stability Control Electronic Stability Control (ESC) And Roll Stability Control (RSC)
- ABS And Driveline Traction Control
- Side Impact Beams
- Dual Stage Driver And Passenger Seat-Mounted Side Airbags
- Tire Specific Low Tire Pressure Warning
- Dual Stage Driver And Passenger Front Airbags
- Safety Canopy System Curtain 1st And 2nd Row Airbags
- Airbag Occupancy Sensor
- Rear Child Safety Locks
- Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners
- Back-Up Camera w/Washer

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## 2017 Fleet/Non-Retail Ford Police Interceptor Utility AWD 4dr K8A

### ***SELECTED MODEL & OPTIONS***

#### **SELECTED MODEL - 2017 Fleet/Non-Retail K8A AWD 4dr**

<u>Code</u>	<u>Description</u>	<u>MSRP</u>
K8A	2017 Ford Police Interceptor Utility AWD 4dr	\$31,510.00

#### **SELECTED VEHICLE COLORS - 2017 Fleet/Non-Retail K8A AWD 4dr**

<u>Code</u>	<u>Description</u>
-	Interior: No color has been selected.
-	Exterior 1: No color has been selected.
-	Exterior 2: No color has been selected.

#### **SELECTED OPTIONS - 2017 Fleet/Non-Retail K8A AWD 4dr**

##### **CATEGORY**

<u>Code</u>	<u>Description</u>	<u>MSRP</u>
<b>ENGINE</b>		
99R	ENGINE: 3.7L V6 TI-VCT FFV (STD)	INC
<b>TRANSMISSION</b>		
44C	TRANSMISSION: 6-SPEED AUTOMATIC (STD)	\$0.00
<b>OPTION PACKAGE</b>		
500A	ORDER CODE 500A	\$0.00
<b>AXLE RATIO</b>		
—	3.65 AXLE RATIO (STD)	\$0.00
<b>PRIMARY PAINT</b>		
G1	SHADOW BLACK	\$0.00
<b>SECONDARY PAINT</b>		
YZ	POLICE WHITE VINYL WRAP (Requires 91D or 91C or 91A)	\$0.00
<b>PAINT SCHEME</b>		
—	STANDARD PAINT	\$0.00
<b>SEAT TYPE</b>		

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**2017 Fleet/Non-Retail Ford Police Interceptor Utility AWD 4dr K8A**

***SELECTED MODEL & OPTIONS***

**SELECTED OPTIONS - 2017 Fleet/Non-Retail K8A AWD 4dr**

<b>CATEGORY</b>		<b>MSRP</b>
<b>Code</b>	<b>Description</b>	
<b>SEAT TYPE</b>		
9W	CHARCOAL BLACK, UNIQUE HD CLOTH FRONT BUCKET SEATS W/VINYL REAR -inc: driver 6-way power track (fore/aft.up/down, tilt w/manual recline, 2-way manual lumbar, passenger 2-way manual track (fore/aft, w/manual recline) and built-in steel intrusion plates in both front seatbacks	\$0.00
<b>ADDITIONAL EQUIPMENT</b>		
91A	2-TONE VINYL PACKAGE #1 -inc: roof vinyl, right hand/left hand front-doors vinyl, right hand/left hand rear-doors vinyl, White (YZ) only (Requires YZ)	\$840.00
51R	DRIVER ONLY LED SPOT LAMP (UNITY)	\$395.00
66A	FRONT HEADLAMP LIGHTING SOLUTION -inc: base LED low beam/incandescent (halogen) high beam headlamp w/high beam wig-wag function and (2) white rectangular LED side warning lights, Wiring and LED lights included, Controller not included, Grille LED Lights, Siren & Speaker Pre-Wiring Recommend using Cargo Wiring Uplift Package (67G) or Ultimate Wiring Package (67U).	\$850.00
86T	TAIL LAMP/POLICE INTERCEPTOR HOUSING ONLY -inc: Pre-existing holes w/standard twist lock sealed capability (does not include LED installed lights) (eliminates need to drill housing assemblies)	\$60.00
68G	REAR-DOOR HANDLES INOPERABLE/LOCKS INOPERABLE	\$35.00
43D	DARK CAR FEATURE -inc: Courtesy lamp disabled when any door is opened	\$20.00
17T	RED/WHITE DOME LAMP IN CARGO AREA	\$50.00
60A	GRILLE LED LIGHTS, SIREN & SPEAKER PRE-WIRING	INC
18W	WINDOWS - REAR-WINDOW POWER DELETE -inc: Operable from front driver side switches	\$25.00

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 435.0, Data updated 4/19/2016  
 © Copyright 1986-2012 Chrome Data Solutions, LP. All rights reserved.  
 Customer File:

**Prepared For:**  
 Chief Mark Anderson  
 City Burlington  
 2200 S Pine Street  
 Burlington, WI 53105  
 Phone: (262) 342-1100  
 Email: manderson@burlington-wi.gov

**Prepared By:**  
 Chrissy Gensch  
 Ewald Automotive Group  
 5788 Hwy 60 E.  
 Hartford, WI 53027  
 Phone: (262) 673-9400  
 Fax: (262) 673-0575  
 Email: cgensch@ewaldauto.com

2017 Fleet/Non-Retail Ford Police Interceptor Utility AWD 4dr K8A

***SELECTED MODEL & OPTIONS***

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**SELECTED OPTIONS - 2017 Fleet/Non-Retail K8A AWD 4dr**

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**CATEGORY**

<u>Code</u>	<u>Description</u>	<u>MSRP</u>
<b>OPTIONS TOTAL</b>		<b>\$2,275.00</b>

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 435.0, Data updated 4/19/2016  
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Customer File:

**Prepared For:**

Chief Mark Anderson  
City Burlington  
2200 S Pine Street  
Burlington, WI 53105  
Phone: (262) 342-1100  
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-wi.gov

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Email: cgensch@ewaldauto.com

2017 Fleet/Non-Retail Ford Police Interceptor Utility AWD 4dr K8A

***WARRANTY INFORMATION***

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**WARRANTY INFORMATION - 2017 Fleet/Non-Retail K8A AWD 4dr**

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WARRANTY

Basic:

3 Years/36,000 Miles

Drivetrain:

5 Years/100,000 Miles

Corrosion:

5 Years/Unlimited Miles

Roadside Assistance:

5 Years/60,000 Miles

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

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Customer File:



**COMMITTEE OF THE WHOLE**

**ITEM NUMBER: 8**

**DATE:** May 17, 2016

**SUBJECT:** RESOLUTION 4787(6) to consider approving an agreement with Graef to provide Municipal City Planner services.

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

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**BACKGROUND/HISTORY:**

The City utilized and secured consulting services for a City Planner from Patrick Meehan for nearly (thirty) years. In February of this year, Patrick informed staff that he would be entering retirement and ending the contract with the City after a thirty day notice. Staff released a Request for Proposals (RFP) on February 15, 2016. On March 14, 2016, a total of three proposals were received from Graef, Mead & Hunt, and MDROffers Consulting.

Staff interviewed the three firms on April 18, 2016 to seek further details about the provided services and ensure a proper fit not only to staff, but the community as well. Areas of consideration include preparation of staff reports for Plan Commission and Historic Preservation Commission meetings analyzing site plan and conditional use applications; rezone and ordinance amendments; sign submittals, condominium plats, preliminary, plats final plats, and Certified Survey Maps; reviews of historic district certificates of appropriateness and sign applications; work with the City Administrator to develop a development plan in coordination with the Racine and Walworth 2035 Comprehensive Plans to ensure appropriate development/redevelopment of land inside the bypass; and any additional planning matters as directed by the Council and City Administrator.

Through thorough discussions with each firm, Graef was selected to act as the City Planner. Graef brings nearly 55 years of experience, working with communities such as Bristol, Caledonia, Grafton, Milwaukee, Madison and Twin Lakes. Graef is experienced with a talented team specializing in urban planning and design, code analysis and revision, economic development, neighborhood redevelopment, comprehensive planning, TIF districts, historical preservation and intergovernmental coordination of projects, such as annexations and boundary agreements.

**BUDGET/FISCAL IMPACT:**

The annual cost for service will vary depending on the amount of economic growth and Plan Commission/Historic Preservation Commission plan submittals. Staff may seek to secure assistance with code/ordinance revision in conjunction with the future property maintenance program and downtown revitalization plans. Careful consideration was taken to ensure Graef can fulfill proper review and assistance with future development projects, efficiencies with staff procedures, cost effective practices for developers and the community, and protection for the City zoning procedures and development practices.

While Graef came in at the mid-range for fees among the other proposals, the range of services the group can provide will benefit the city long term. Likewise, Graef's fees are lower than the fee schedule of the previous City Planner, Meehan & Company. Although the knowledge of Burlington's development history is lost in the short term with Meehan's departure, Graef has already proven their desire and energy to become immersed in the community with planning, economic development and urban design.

**RECOMMENDATION:**

Staff recommends approving an agreement for municipal planning services with Graef.

**TIMING/IMPLEMENTATION:**

This item is for discussion at the May 17, 2016 Committee of the Whole meeting and scheduled for final consideration at the June 7, 2016 Common Council meeting.

**ATTACHMENTS:**

Resolution  
Agreement

**A RESOLUTION APPROVING AN AGREEMENT WITH GRAEF FOR MUNICIPAL  
PLANNING SERVICES FOR THE CITY OF BURLINGTON**

**WHEREAS**, The City of Burlington has a need for a municipal planning firm to serve as City Planner for the provision of professional planning services; and,

**WHEREAS**, The City of Burlington issued a Request for Proposals on February 15, 2016 asking consulting firms to submit proposals to serve as City Planner; and,

**WHEREAS**, three proposals were received by the City, reviewed by staff and firms were interviewed by staff members; and,

**WHEREAS**, the City of Burlington staff recommends Graef be retained by the City to serve as City Planner.

**WHEREAS**, the agreement between the City of Burlington and Graef dated May 3, 2016 has been reviewed by the City Attorney and is attached hereto as Attachment "A".

**NOW, THEREFORE, BE IT RESOLVED** by the Common Council of the City of Burlington, Racine County, State of Wisconsin, that the City of Burlington shall enter into an agreement with Graef for Municipal City Planning services.

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

Introduced: May 17, 2016  
Adopted:

---

Jeannie Hefty, Mayor

Attest:

---

Diahnn Halbach, City Clerk



**CITY OF BURLINGTON  
REQUEST FOR PROPOSAL FOR PLANNING SERVICES**

**ISSUED: Monday, February 15, 2016**

**SUMMARY**

The City of Burlington desires to enter into a contract with a firm to obtain the services of a contract planner to provide planning services for the City of Burlington.

**SUBMITTAL REQUIREMENTS**

Please submit single sided original, complete and sealed proposals to:

**Carina Walters  
City Administrator  
City of Burlington  
300 N. Pine Street  
Burlington, WI 53105  
262.342.1161  
262.763.3474 (fax)  
cwalters@burlington-wi.gov**

Notwithstanding any other provisions of the RFP, the City reserves the right to reject any or all proposals, to waive any irregularity in a proposal, and to accept or reject any item or a combination of items, when to do so would be to the advantage of the City or its taxpayers. It is further within the right of the City to reject proposals that do not contain all elements and information requested in this document. The City shall not be liable for any losses incurred by any responders throughout this process.

**CRITICAL DATES**

Identified below are the critical dates associated with this Request for Proposals. Further details and requirements are contained in the specific sections or attachments included in this package.

**Request for Proposals Issued: Monday, February 15, 2016  
Proposal Due Date: Monday, March 14, 2016 at 4:00 pm**

Interested parties are encouraged to submit questions regarding the Request for Proposal via email to Carina Walters at [cwalters@burlington-wi.gov](mailto:cwalters@burlington-wi.gov). Responses to questions will be provided directly by email.

## **GENERAL INFORMATION**

Burlington maintains its small-town charm with a vibrant downtown. The city has a total area of 8.03 square miles with a travel commute of 30 miles to Milwaukee and 70 miles to Chicago. The city is governed under a Mayor/Council form of government. The Common Council appoints a full-time City Administrator who is the chief administrative officer of the City.

Economic development in Burlington has been a major focus of the community as shown by an overall commitment to retaining current businesses and attracting new industry to the community. The local economy is strong due to a wide variety of service, commercial, retail and industrial companies located in Burlington. Burlington has two industrial parks with all municipal utilities in place, and both are well suited for new and/or relocating businesses. The 49-acre Burlington Industrial Complex is fully developed, while the 80-acre Burlington Manufacturing and Office Park currently has sites available for new development. City leaders are mindful of smart growth planning to assure that the downtown businesses continue to flourish and remain resilient.

The completion of the truck bypass route around Burlington in 2010 will continue to spur new commercial development not only near the bypass located at the south edge of the city, but it is also anticipated to spur growth in other areas as well. Through Special Legislation the City created a Tax Increment Financing District (TIF) Five neighboring the bypass, facilitating the construction of the Aurora Ambulatory Care facility, an \$80 Million dollar facility set to open in 2016. Future commercial development is anticipated in this TIF District.

## **SCOPE OF SERVICES**

We are seeking a Contract Planner experienced in processing Plan Commission applications including, but not limited to, site plan and conditional use applications, consultations for possible projects, rezoning and ordinance recommendations, sign reviews/approvals, preliminary and final plat and CSM reviews; reviews of historic district certificates of appropriateness and sign applications; work with the City Administrator to develop a comprehensive plan, in coordination with the Racine and Walworth 2015 Comprehensive Plans, to ensure appropriate development/redevelopment of land inside the bypass; any additional planning matters as directed by the City; and availability for answering calls and/or possible meetings with applicants during normal daytime business hours is desired.

The Contract Planner will be under the direction of the City Administrator and will be responsible for preparation of staff reports for Plan Commission and Historic Preservation Commission meetings. The staff reports include analysis of submitted applications and issues as they relate to the City's zoning code, Land Use Plan, Historic Preservation District guidelines, and any other planning guides approved by the City. Attendance at Plan Commission meetings is required. The City Plan Commission meets monthly on the second Tuesday of month at 6:30 PM. The Historic Preservation Commission (HPC) meets on the fourth Thursday of the month at 6:30 PM. Historically, the Plan Commission and HPC submittal deadlines have been three weeks prior to the meeting dates, respectively.

## **CONTENT OF PROPOSAL**

Proposals shall contain the following information:

1. Cover letter and introduction including the name of the firm or individual and the name and telephone numbers of the person(s) authorized to represent the company regarding all matters related to the proposal;
2. Prospective providers should indicate how they envision being able to provide services to the City of Burlington, and how those services will fit within the goals and policies of the City;
3. Experience working with other communities with similar geographic profiles and demographics.
4. Representative list of current clients with references contacts at three clients;
5. Resumes of key personnel to be performing the planning functions for the city, including education and professional certifications;
6. Three samples of written reports prepared for other communities regarding zoning, subdivision, and/or land-use issues;
7. A fee schedule identifying specific rates for services and meeting attendance including sample invoice detail, billing schedule and mileage charges;
8. Preferred method for receiving submittals;
9. Provide any additional information that you feel is pertinent in the City's decision on selecting a planning consultant.

## **OFFER EXPIRATION DATE**

Proposals in response to this RFP will be valid for sixty (60) days from the proposal due date. The City reserves the right to ask for an extension of time if needed.

## **OWNERSHIP OF MATERIALS**

All materials submitted in response to the RFP become the property of the City of Burlington and supporting materials will not be returned. The City of Burlington is not responsible for any costs incurred by the company in the preparation of the proposal or for presentation or related meeting time.

## **SERVICE AGREEMENT AND INSURANCE**

The successful service provider will be asked to enter into a service agreement and to provide a certificate of insurance showing coverage for liability, workers compensation, and automobile. The service agreement will contain a provision specifying a deadline for submitting invoices. Any invoices submitted for services not billed in accordance with the deadline may, at the sole discretion of the City, be considered invalid and payment may be refused. Any future relationship between the Contractor and the City will be an "at will" relationship and may be terminated by either party, for any reason, following a 30 day notice.

## **INDEPENDENT CONTRACTOR STATUS**

The Contract Planner will not be an employee of the City and must meet the IRS requirements for designation as an independent contractor or firm.

**CONFLICT OF INTEREST**

The City of Burlington requires that service providers disclose conflicts of interest when they may occur. The City, at its discretion, may arrange for alternative third party support in such cases. In general, the City will not allow a service provider to review applications from a client of the service provider. Past or pending client relationships may or may not be determined to be conflicts, but should always be disclosed and discussed with the City.

**SUBMITTAL ADDRESS**

Responses to this request should be submitted to the City Administrator as listed below. Submittals may be sent electronically by email but a hard copy must also be delivered by mail to:

Carina Walters  
City Administrator  
City of Burlington  
300 N. Pine Street  
Burlington, WI 53105  
262.342.1161  
262.763.3474 (fax)  
cwalters@burlington-wi.gov

**DUE DATE AND TIME**

Proposals should be received by the City Administrator prior to the close of business at 4:00 pm on Monday, March 14, 2016

**SELECTION PROCESS**

Firms demonstrating the best combination of experience, availability and cost will be contacted for an interview. Because of the pressing need, interviews may be conducted by telephone and may result in a request for submittal of additional information prior to making a selection.



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May 12, 2016

Carina Walters  
City of Burlington  
300 N. Pine Street  
Burlington, WI 53105

Subject: Ongoing Planning Services Agreement

Dear Carina:

Per your request, Graef-USA Inc. (GRAEF) is pleased to provide this proposal for services to the City of Burlington (Client). An executed copy of this proposal will become our Agreement.

This proposal is for ongoing planning services for the City of Burlington (Project). This proposal is subject to GRAEF's Terms and Conditions, a copy of which is attached and incorporated by reference.

It is our understanding that the nature of the Project is to provide ongoing planning services for the City as the City Planner.

For this Project, GRAEF proposes to provide the following Basic Services:

- Report to the City Administrator and work with the Director of Administrative Services, Building Inspector, City Clerk, and Department of Public Works.
- Staff regularly-scheduled Plan Commission meetings.
- Staff Historic Preservation Commission meetings, as requested.
- Understand and interpret the Multi-Jurisdictional Comprehensive Plan for Racine County, zoning code, Historic Preservation District guidelines, and other planning guides and ordinances approved by the City.
- Work with City staff to prepare reports on site plans, conditional use permit applications, code and ordinance recommendations and revisions, sign reviews/approvals, preliminary and final plats, Certified Survey Map reviews, and historic district certificates of appropriateness and sign applications.
- Participate in City staff meetings, as requested.
- Meet in person and by phone with applicants.
- Answer questions from, and make initial determinations for, applicants to the Plan Commission.
- Assist the City Administrator with the development of a comprehensive plan.
- Assist in preparing supporting materials for Council agendas, as needed.
- Assist with TIF and economic development decisions.
- Identify and apply for grants and other non-City funding sources.

GRAEF will endeavor to perform the proposed Basic Services per the following schedule:

- Time and materials on an ongoing basis, with an end date to be determined by the City.



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For this Project, it is our understanding Client will provide the following services, items and/or information:

- Coordination with regard to Plan Commission and Council meeting details and needs.
- Provide GRAEF with applications made to the Plan Commission, and Historic Preservation as appropriate, as they are received.
- Review of materials prepared by GRAEF on an ongoing basis.

This Agreement may be terminated at any time by either party, without any cause being required, by giving a written notice of such termination to the other party at least Ten (10) days prior to the date of termination stated in the notice.

For all Basic Services, Client agrees to compensate GRAEF per the attached hourly rates, plus reimbursable expenses. Reimbursable expenses include express mail and delivery charges, existing mapping purchase costs, plan reproduction, and mileage.

To accept this proposal, please sign and date this agreement and return a copy to us. Upon receipt of an executed copy, GRAEF will commence work on the Project. Graef-USA Inc. looks forward to providing ongoing planning services to the City of Burlington.

Sincerely,

Graef-USA Inc.

Accepted by: City of Burlington

Tanya Fonseca  
Planner & Project Manager

\_\_\_\_\_  
(Signature)

Brent T. Pitcher, P.E., LEED AP  
Vice President

\_\_\_\_\_  
(Name Printed)

\_\_\_\_\_  
(Title)

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



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### Graef-USA Inc.'s TERMS AND CONDITIONS

These Terms and Conditions are material terms of the Professional Services Agreement proposed on May 12, 2016 (Agreement) by and between Graef-USA Inc. (GRAEF) and City of Burlington (Client):

**Standard of Care:** GRAEF shall exercise ordinary professional care in performing all services under this Agreement, without warranty or guarantee, expressed or implied.

**Client Responsibilities:** Client shall at all times procure and maintain financing adequate to timely pay for all costs of the PROJECT as incurred; shall timely furnish and provide those services, items and/or information defined in Agreement, as amended, and shall reasonably communicate with and reasonably cooperate with GRAEF in its performance of this Agreement. GRAEF shall be entitled to rely on the accuracy and completeness of any services, items and/or information furnished by Client. These terms are of the essence. Client shall indemnify, defend and hold GRAEF, its present or former officers, employees and subconsultant(s), fully harmless from any liability or loss, cost or expense (including attorney's fees and other claims expenses) in any way arising from or in connection with errors, omissions or deficiencies in the services, items and/or information Client is obliged to furnish in respect of this Agreement.

**Limitation of Liability:** Client and GRAEF agree that GRAEF's liability for any direct, indirect, incidental or consequential economic losses or damages arising under or in connection with this agreement (including any attorney's fees or claims expenses) shall be limited to the sum of one hundred thousand dollars (\$100,000.00).

**Additional Services:** Client may request or it may become necessary for GRAEF or its subconsultant(s) to perform Additional Services in respect of this Agreement. Client shall pay for such Additional Services above and beyond charges for Basic Services set forth in this Agreement. GRAEF will notify Client in advance of GRAEF's intention to render Additional Services. Client's failure to instruct GRAEF not to perform the proposed Additional Service shall constitute Client's acceptance of such Additional Service and agreement to pay for such Additional Service in accordance with the Invoicing & Payment terms of this Agreement.

**Collection Costs:** Client shall pay all collection costs GRAEF incurs in order to collect amounts due from Client under this Agreement. Collection costs shall include, without limitation, reasonable attorney's fees and expenses, collection agency fees and expenses, court fees, collection bonds and reasonable GRAEF staff costs at standard billing rates for GRAEF's time spent in efforts to collect. Client's obligation to pay GRAEF's collection costs shall survive the term of this Agreement or the earlier termination by either party.

**Invoicing & Payment:** GRAEF may issue invoices for services rendered and expenses incurred at such times and with such frequency as GRAEF deems necessary or appropriate in GRAEF's discretion. All invoices are due and payable upon receipt and shall be considered past due if not paid within sixty (60) calendar days of the due date. **Prompt and full payment of all periodic invoices or other billings issued by GRAEF pursuant to this Agreement is of the essence of this Agreement.** In the event that Client fails to promptly and fully pay any invoice as and when due, then, and in addition to any other remedies allowed by law, GRAEF, may, in its sole discretion, suspend performance of all services under this Agreement upon seven (7) calendar days' written notice to Client, and immediately invoice Client for all unbilled work-in-progress rendered and other expenses incurred. Upon GRAEF's receipt of full payment, in good funds and without offset, of all sums invoiced in connection with any such declaration of suspension, GRAEF shall resume services, **provided that** the time schedule and compensation under this Agreement shall be equitably adjusted in a manner acceptable to GRAEF to compensate GRAEF for the period of suspension plus any other reasonable and necessary time and expenses GRAEF suffers or incurs to resume services. No failure by GRAEF to exercise its right to suspend work and accelerate sums due shall in any way waive or abridge Client's obligations to GRAEF or GRAEF's rights to later suspend work and accelerate terms. Client agrees GRAEF shall incur no liability whatsoever to Client, or to any other person, for any loss, cost or expense arising from any such suspension by GRAEF, either directly or indirectly. In addition, simple interest shall accrue at the lower of 1.0% per month (12% per annum), or the maximum interest rate allowable by law, on any invoiced amounts remaining unpaid for more than 90 days from the date of the invoice. Payments made shall be allocated as follows: (1) first to unpaid collection costs; (2) second to unpaid accrued interest; and (3) last to unpaid principal of the oldest invoice.

**Latent Conditions:** Client acknowledges that subsurface or latent physical conditions at the site that differ materially from those indicated in the project documents, or unknown or unusual conditions that materially differ from those ordinarily encountered may exist. If such latent conditions require a change in the design or the construction phase services, GRAEF shall be entitled to a reasonable extension of time to evaluate such change(s) and their impact on the project and to prepare such additional design documents as may be necessary to address or respond to such latent conditions. Client shall pay GRAEF for all services rendered and reimbursable expenses incurred by GRAEF and its subconsultant(s), if any, to address, respond to or repair such latent conditions. Such services by GRAEF or its subconsultant(s) shall constitute Additional Services.



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### Graef-USA Inc.'s TERMS AND CONDITIONS (continued)

**Insurance:** GRAEF shall procure and maintain liability insurance policies, including professional liability, commercial general liability, automobile liability, and workers' compensation insurance for the duration of this Agreement and shall, upon request, produce certificates evidencing the maintenance of such coverages. Should Client desire additional insurance, GRAEF shall endeavor reasonably to procure and maintain such additional insurance, but Client shall reimburse GRAEF for any additional premiums or other related costs that GRAEF incurs.

**Instruments of Service:** All original documents prepared for Client by GRAEF or GRAEF's independent professional associate(s) and subconsultant(s) pursuant to this Agreement (including calculations, computer files, drawings, specifications, or reports) are Instruments of Professional Service in respect of this Agreement.

**Contractor Submittals:** The scope of any review or other action taken by GRAEF or its subconsultant(s) in respect of any contractor submittal, such as shop drawings, shall be for the limited purpose of determining if the submission generally conforms with the overall intent of the design of the work that is the subject of this Agreement, but not for purposes of determining accuracy, completeness or other details such as dimensioning or quantities, or for substantiating instructions or performance of equipment or systems. GRAEF shall not be liable or responsible for any error, omission, defect or deficiency in any contractor submittal.

**Pricing Estimates:** Neither GRAEF nor Client has any control over the costs of labor, materials or equipment, over contractors' methods of determining bid prices, or over competitive bidding, market or negotiation conditions. Accordingly, GRAEF cannot and does not warrant or represent that bids or negotiated prices will not vary from any projected or established budgetary constraints.

**Construction Observation:** Unless expressly stated in this Agreement, GRAEF shall have no responsibility for Construction Observation. If Construction Observation services are performed, GRAEF's visits to the construction site shall be for the purpose of becoming generally familiar with the progress and quality of the construction, and to determine if the construction is being performed in general accordance with the plans and specifications. GRAEF shall have no obligation to "inspect" the work of any contractor or subcontractor and shall have no control or right of control over and shall not be responsible for any construction means, methods, techniques, sequences, equipment or procedures (including, but not limited to, any erection procedures, temporary bracing or temporary conditions), or for safety precautions and programs in connection with the construction. Also, GRAEF shall have no obligation for any defects or deficiencies or other acts or omissions of any contractor(s) or subcontractor(s) or material supplier(s), or for the failure of any of them to carry out the construction in accordance with the contract documents, including the plans and specifications. GRAEF is not authorized to stop the construction or to take any other action relating to jobsite safety, which are solely the contractor's rights and responsibilities.

**Dispute Resolution:** GRAEF and Client shall endeavor to resolve all disputes first through direct negotiations between the parties' informed and authorized representatives, then through mediation. If mediation fails to fully resolve all disputes within 120 calendar days of the first written request for mediation, either party may pursue any remedy it deems appropriate to the circumstances.

**No Assignment:** This Agreement is not subject to assignment, transfer or hypothecation without the written consent of both parties expressly acknowledging such assignment, transfer or hypothecation.

**Governing Law:** This Agreement, as amended, and any disputes or controversies arising in connection with this Agreement shall be governed and resolved by the laws of the State of Wisconsin, without regard to said state's choice of law rules.

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.

**Severance of Clauses:** In the event that any term, provision or condition of this Agreement is void or otherwise unenforceable under the law governing this Agreement, then such terms shall be stricken and the balance of this Agreement shall be interpreted and enforced as if such stricken terms never existed.

**Integrated Agreement:** The parties' final and entire agreement is expressed in the attached proposal letter and these Terms and Conditions. All prior oral agreements or discussions, proposals and/or negotiations between the parties are merged into and superceded by this Agreement. No term of the parties' Agreement may be orally modified, amended or superceded.



One Honey Creek Corporate Center  
 125 South 84<sup>th</sup> Street, Suite 401  
 Milwaukee, WI 53214-1470  
 414 / 259 1500  
 414 / 259 0037 fax  
[www.graef-usa.com](http://www.graef-usa.com)

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## PROFESSIONAL SERVICES 2015 FEE SCHEDULE

CLASSIFICATION	RATE
Group Manager (P8)	\$ 163.00
Senior Professional (P7)	\$ 153.00
Professional (P6)	\$ 144.00
Professional (P5)	\$ 135.00
Professional (P4)	\$ 124.00
Professional (P3)	\$ 113.00
Professional (P2)	\$ 101.00
Professional (P1)	\$ 89.00
<b>TECHNICIAN/INSPECTOR</b>	
Senior Technician/Inspector (T6)	\$ 114.00
Senior Technician/Inspector (T5)	\$ 109.00
Senior Technician/Inspector (T4)	\$ 100.00
Technician/Inspector (T3)	\$ 89.00
Technician/Inspector (T2)	\$ 79.00
Technician/Inspector (T1)	\$ 63.00
Survey Crew - 1 Person	\$ 115.00
Survey Crew - 2 Person	\$ 175.00
Administrative	\$ 60.00

Automobile travel will be billed at the current federal rate of 57.5 cents per mile.

Survey trucks and vans will be billed at 75 cents per mile.

LIDAR scanner will be billed at \$150/hour.

Expenses such as travel and supplies will be billed at actual cost.

Contracted services and consultants will be billed at cost plus 5 percent.

Fee Schedule Comparison - City Planner Consultant

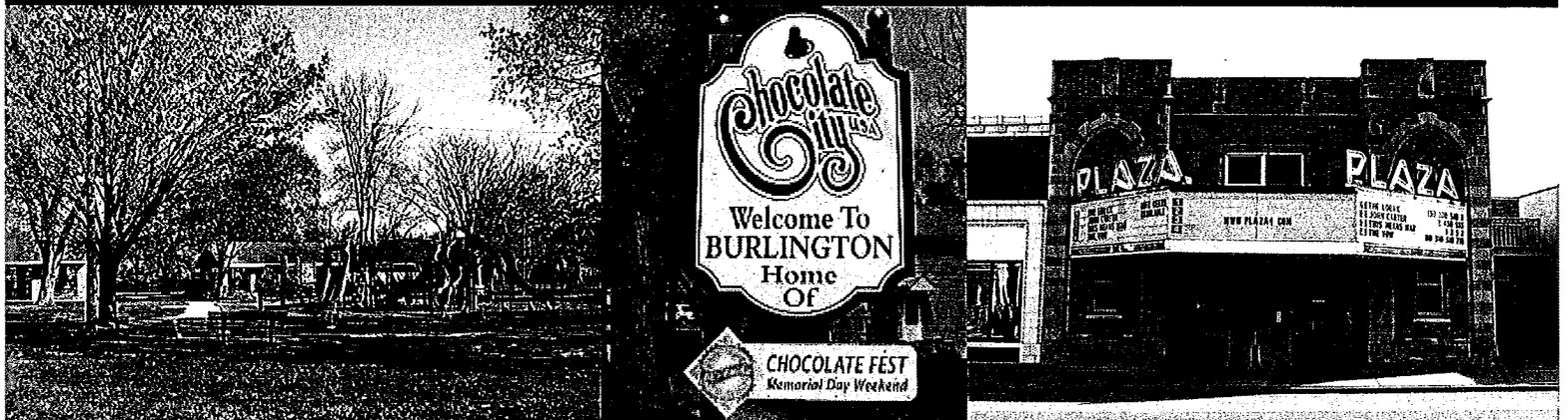
	Graef	Mead & Hunt	MDRoffers	Meehan & Co
Intern			\$ 35.00	
Administrative Support		\$ 64.00	\$ 60.00	
Technical Writer/Admin Assist.		\$ 79.00		
Planner 1	\$ 89.00	\$ 106.00	\$ 70.00	
Planner 2	\$ 101.00	\$ 123.00	\$ 90.00	
Planner 3	\$ 113.00			
Planner 4	\$ 124.00			
Planner 5	\$ 135.00			
Planner 6	\$ 144.00			
Project Planner		\$ 147.00		
Senior Project Planner	\$ 153.00	\$ 159.00		
Senior Associate, Principal	\$ 163.00	\$ 175.00	\$ 125.00	\$ 165.00
Travel Expenses	Hourly staff rate plus \$0.54/mile	Hourly staff rate plus \$0.70/mile	\$62.5/hr plus \$0.54/mile	\$165/hour

\*Highlighted areas under Graef indicate consultants that will work with the City of Burlington on a regular basis

# QUALIFICATIONS | Planning Services

prepared for the **City of Burlington**

MARCH 2016



# GRÄEF



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**GRÄEF**

Section 1  
**Cover Letter and Introduction**



collaborāte / formulāte / innovāte

Ms. Carina Walters  
City Administrator  
City of Burlington  
300 North Pine Street  
Burlington, WI 53105

SUBJECT: Proposal for Planning Services

Dear Ms. Walters:

The City of Burlington is a unique community with a distinct history and culture. The city has maintained a small-town feel while emphasizing economic development. Respecting and recognizing Burlington's reputation and growth, GRAEF's Planning and Urban Design team sees ongoing planning efforts in the city as a tremendous opportunity to collaborate with City staff and stakeholders to increase community capacity and organization.

GRAEF will support the City as needed with existing planning, economic development, and historic preservation projects, as well as help capitalize on new opportunities for the city. Our team adds value by developing street-level solutions that are contextually appropriate in the community and competitive in the regional economy. We offer our assistance to the city through the following services.

- **Plan Review & Recommendations** – Meet on-site and serve as a primary point of contact for applicants through the provision of individualized service maintaining an efficient and timely application process.
- **Site Planning** – Encourage contextually sensitive developments within Burlington's Downtown Historic District that comply with local regulations and are financially viable within current market conditions.
- **Comprehensive Planning** – Blend community engagement, design, and economic development by creating plans that reflect local desires and needs while strategically orienting the community towards continued growth.
- **Regulatory Guidance** – Provide sound advice about land use questions: conditional and special use permits, boundary issues, joint extraterritorial zoning, and zoning ordinance review.
- **Operationalize Projects** – Use GRAEF's multiple technical specialties to work collaboratively and engage our extensive network of commercial property development experts.

Please call Stephanie Hacker at 414 / 266 9226 or Tanya Fonseca at 414 / 266 9227 with any questions that may arise during the review of these qualifications. We look forward to the opportunity to work with the City, and the community at large, by serving as the City's planner.

Sincerely,

Stephanie R.A. Hacker, AICP, LEED AP  
Practice Area Team Leader, Planning & Urban Design  
Associate

Tanya Fonseca  
Planner

**GRÄEF**

Section 2  
**Our Vision to Provide Services**

## Our Vision to Provide Services

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*To carry forth Burlington's vision for responsible development and prosperity, GRAEF respects the community's needs as they relate to the Historic Downtown, residential neighborhoods, manufacturing facilities, and development along the Bypass. GRAEF's Planning and Urban Design team will leverage our specialties to create a custom suite of services that empowers the City to operationalize its goals. Our range of services are outlined below with further details provided in the accompanying project examples and service sheets.*

### **Ongoing Services**

- Staff Meetings & Coordination
- Applicant Point-of-Contact
- Commission & Council Meetings
- Staff Reports
- Application Consultations
- Office Hours
- Developer Meetings
- Conditional Use Review
- Code & Ordinance Review / Recommendations
- Plat and Certified Survey Map Review
- Extraterritorial Zoning Review
- Site Planning Review
- Design Concepts
- Urban Design Review & Recommendations
- Design Guidelines & Review
- Signage Guideline Review
- Historic Preservation Review
- Business District Revitalization

### **Comprehensive Plans**

- Smart Growth Plans Based on Neighborhoods, Districts & Corridors
- Master Plans: Public & Private
- Mixed-Use Area, Downtown, Corridor, Neighborhood & Joint Land Use Plans

### **Additional Services**

#### **Urban Design**

- Urban Redevelopment
- Street & Block Concepts
- Regulating Plans

- Streetscaping
- Public Places, Pedestrian Realms & Plazas
- Feasibility Analysis
- Housing

#### **Intergovernmental Coordination**

- Extraterritorial Zoning Review
- Cooperative Boundary Plan Agreements
- Annexations
- Incorporations

#### **Codes, Ordinances & Guidelines**

- Form-Based & Hybrid Codes
- Zoning & Subdivision Ordinance Updates
- LEED Certification Analysis
- Conservation Ordinances
- Traditional Neighborhood Development Policies

#### **Neighborhoods, Corridors, & Districts**

- Arterial Corridor Plans
- Urban, Village & Neighborhood Main Streets
- Transit-Oriented Developments
- Residential Revitalization & Shopping Mall Redesign
- Business Parks & Re/development Districts
- Village Centers & Downtown Plans
- Environmental Preservation Areas & Conservation Developments
- LEED Analysis for Sustainable Neighborhoods

#### **Economic Development & Grants**

- Fiscal Impact Analysis
- TIF Analysis & Implementation
- Real Estate Pro-Forma Analysis & Strategies
- Grant Research & Applications
- Public Cost-Revenue Analysis
- Cost-Benefit & Cost Effectiveness Analysis
- Community Service Cost Estimates
- Redevelopment Value & Trends Analysis
- Long-Term Market Development

#### **Public Participation**

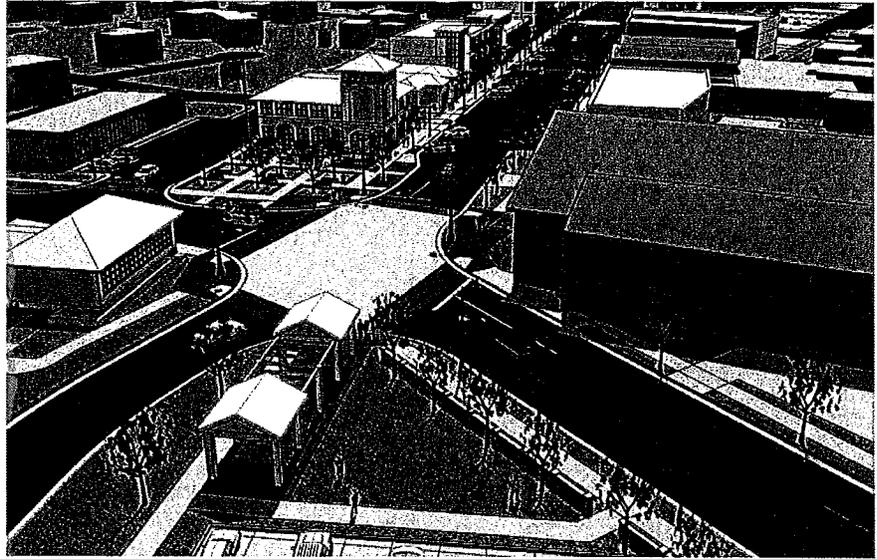
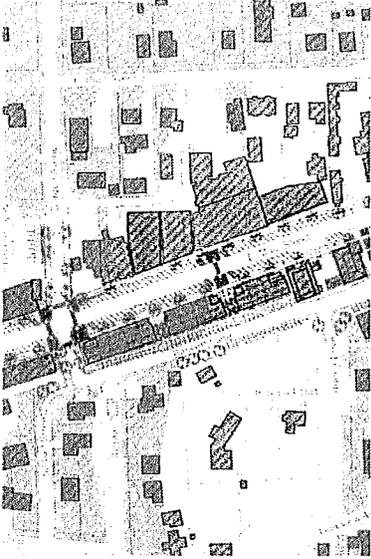
- Listening & Visioning Workshops
- Charrettes, Interactive Discussions & Focus Groups
- Stakeholder Interviews
- Online & Interactive Surveys
- Displays & Animations

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Section 3  
**Experience with Other Communities**

# Downtown Redevelopment

Client: Village of Twin Lakes | Location: Twin Lakes, WI



GRAEF planners prepared a variety of plans to spur the redevelopment of Main Street and the remainder of the downtown district in Twin Lakes. The redevelopment planning efforts addressed existing development and identified strategies to redevelop an abandoned rail corridor along Main Street.

**Concept Planning and TIF Financing** | In the first phase of redevelopment planning, GRAEF planners created a concept plan for the downtown that maximized pedestrian activity, created public plazas and features, and designed two key redevelopment projects, while increasing development density along Main Street. GRAEF planners also prepared a Tax Increment Financing Plan, which outlines capital improvements for the district and design guidelines to ensure high quality development. Public participation methods, including a design preference survey and property owner interviews, assisted in the creation of a development plan that was well suited to the local community.

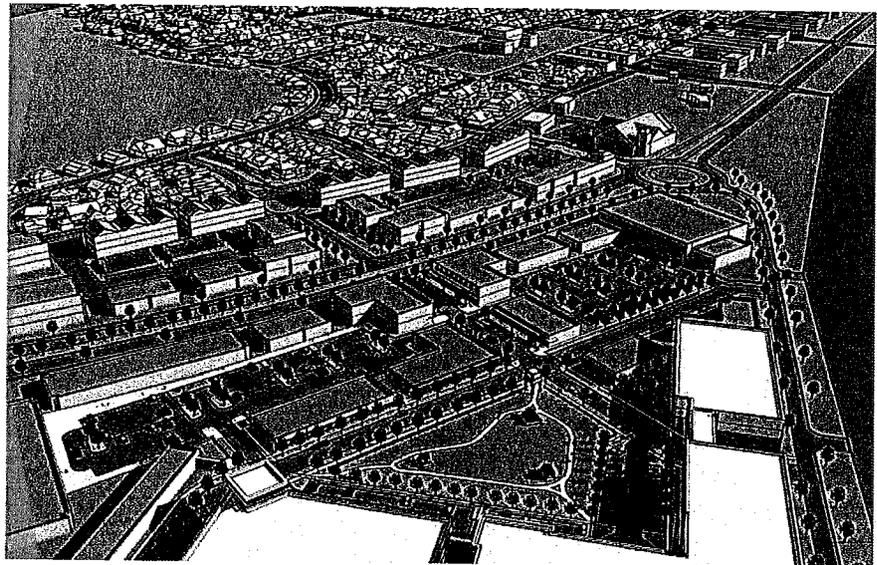
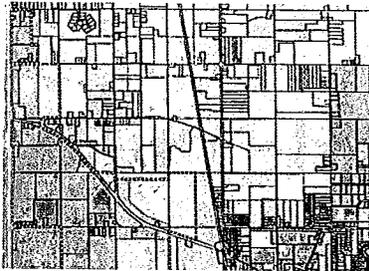
**Detailed Streetscape Design** | Detailed designs were created for streetscape and key public spaces within the downtown area. The design process identified appropriate materials, such as street light fixtures and paving patterns, and utilized green strategies.

**Visualizations** | In order to better visually communicate the downtown redevelopment concept to residents and elected officials, GRAEF planners created a 3-dimensional animation of the downtown that illustrated proposed improvements.

**Development Reviews** | As development proposals were received by the Village, GRAEF planners worked with developers to improve site and building plans in support of plan recommendations.

## Mixed-Use TIF District

Client: Village of Caledonia | Caledonia, WI



GRAEF assisted the Village of Caledonia in establishing the community's first tax incremental district. The mixed-use TIF district was used by the Village to fund infrastructure improvements, support economic development efforts, and enhance future neighborhood development.

**Public Education** | Through various presentations and meetings, GRAEF educated the public and elected officials about the details of tax incremental financing. This step was critical in gaining public buy-in and support for the project.

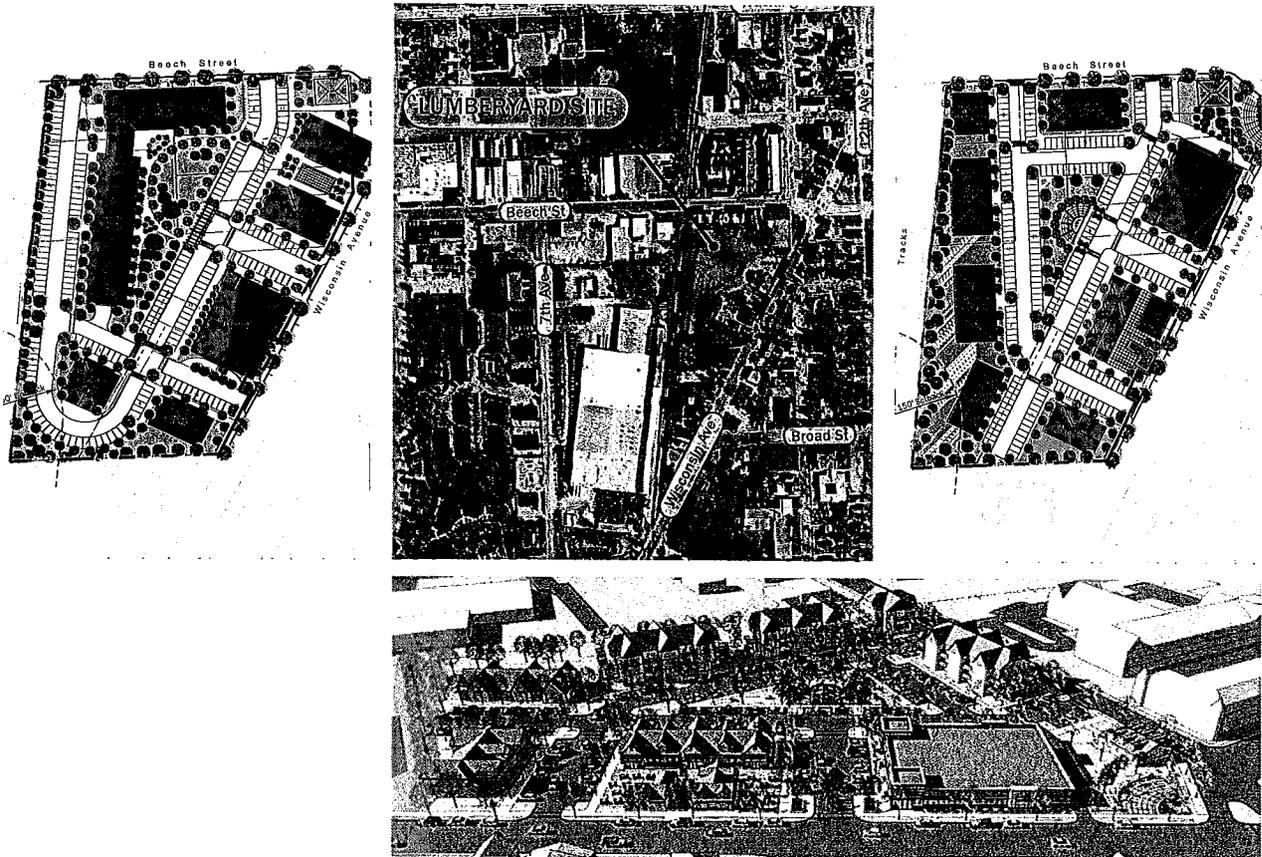
**TIF Boundary + TIF Funded Improvements** | GRAEF established a TIF district boundary that responded to the Village's land use plan and proposed Village Center and Business Campus Districts. GRAEF also provided future development estimates to guide the TIF expenditure process.

Enhanced street sections were developed for the TIF area. These context specific street designs included features and amenities that encourage pedestrian and recreational usage, such as decorative lighting, recreational paths and significant landscaping. Funds for storm water area enhancement were also included with the intent of creating natural storm water areas that generate aesthetic appeal and value, rather than utilitarian ponds.

**Catalytic Project** | In addition to the TIF plan, GRAEF worked with the Village and a local developer to improve a proposed mixed-use neighborhood development that would become the TIF's catalytic project. The proposed Twelve Oaks development included 630 residential units, as well as 350,000 square feet of office space and 150,000 square feet of retail in the Village Center.

# Lumberyard Site Redevelopment Plan and Value Analysis

Client: Village of Grafton | Location: Grafton, WI



In 2009, GRAEF designed a series of 10 infill strategies for redeveloping this complex former industrial site. Constraints included traffic circulation patterns, complex property ownership patterns, limited market opportunities, and integration with other district plans. In 2014, GRAEF updated the concepts plans to reflect the current market. Construction on the mixed-use project is set to begin in June 2016 with expected completion in June 2017.

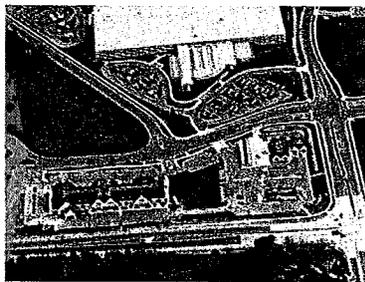
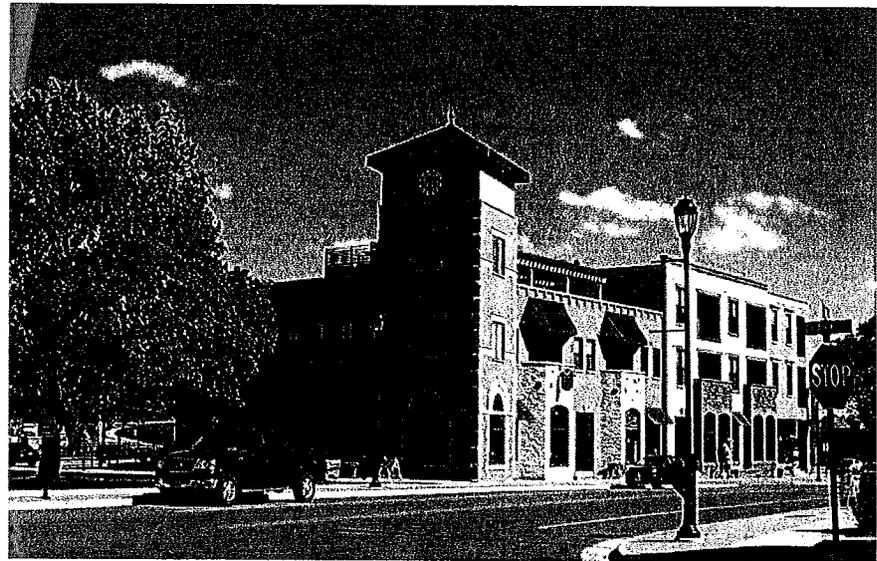
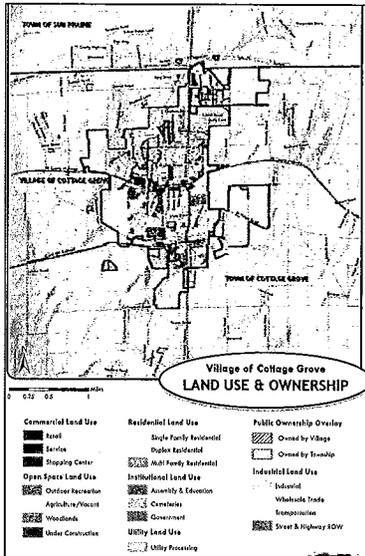
**Property Development Options** | Development options were created to fit 15 land divisions. Real estate options included various multiple residential types and different retail and commercial projects, as well as a series of circulation and parking options.

**Downtown Continuity and Public Places** | The site design includes integrated public places, a variety of streetscapes, landscape features, and integrated pedestrian areas. The site design also extends existing concepts for expansion of Grafton's downtown.

**Revenue and Value** | As part of the Village's Tax Incremental Financing strategy, the site is planned to include the minimum value needed to achieve the necessary tax revenue. GRAEF interviewed a series of brokers and investors to develop options that would achieve this goal and yet still present feasible development concepts.

# Planning Services

Client: Village of Cottage Grove | Cottage Grove, WI



Located in east central Dane County, the Village of Cottage Grove enjoys a unique sense of place as a distinct small town, while also participating in the economic and demographic growth of Dane County as a whole. GRAEF assists the Village with its goal of maintaining its identity while engaging in logical, efficient growth patterns and capitalizing on its location along the I-94 corridor between Madison and Milwaukee.

**Ongoing Planning Services** | GRAEF performs a variety of services for the Village on an ongoing basis, including: development application reviews including architecture, landscaping, zoning, and comprehensive plan consistency. GRAEF also prepares staff reports, provides expertise at Plan Commission and Village Board meetings, and participates in meetings with developers and applicants.

**Economic Development** | GRAEF also provides staff support for the Village Economic Development Committee, which includes assisting the Village in preparation of development strategies, assisting in developer recruitment, and providing marketing and analysis assistance including preparation of maps and graphics.

**Other Planning Services** | GRAEF's broad municipal planning experience, both in the region and around the state, provides a wealth of knowledge to assist the Village as other issues arise. Such issues may include park and open space planning, neighborhood planning and urban design, streetscape design, grant writing, and assistance with intergovernmental cooperation issues such as boundary agreements and extraterritorial zoning.

# Comprehensive Plan Update + Central Business District Strategy Plan Update

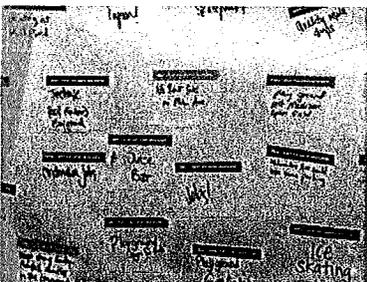
Client: City of South Milwaukee | South Milwaukee, WI



As an inner-ring suburb of the city of Milwaukee, the City of South Milwaukee recognized a need to update not only its comprehensive plan, but also its economic development and downtown revitalization strategies. The GRAEF team worked closely with the City's staff, Plan Commission, Downtown Advisory Committee, and Common Council to create a customized action plan to jump-start community revitalization. GRAEF's work also includes ongoing services focusing on updating the Downtown Revitalization Grant, a Re/development Opportunity Area Guide, and other efforts to support the City's staff and committees.



**Neighborhood Heritage and Assets** | With its founding dating to the latter half of the 19<sup>th</sup> century, South Milwaukee has been an integral component in the larger Milwaukee economy serving as a manufacturing hub, a provider of quality housing, and a gateway to ample green space and waterfront access on Lake Michigan. Residents appreciate the city's affordability and family-friendly atmosphere. The comprehensive and downtown planning processes worked to preserve and strengthen these characteristics and values, while simultaneously creating new opportunities for growth. Stakeholder engagement identified key assets for preservation, which were then reflected in the urban design concepts and implementation strategies.

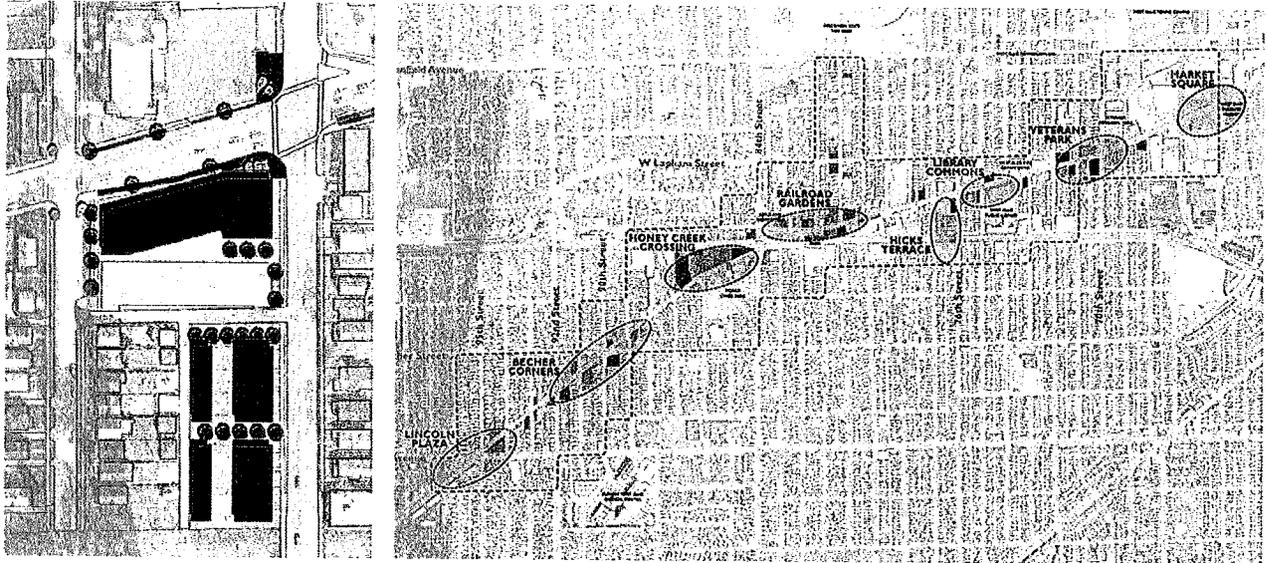


**Manufacturing Shifts** | With industrial land uses shifting from traditional manufacturing processes toward leaner, more compact facilities, the City and the GRAEF team saw an opportunity to develop concepts to attract and retain businesses, and create re/development concepts for phased high-density, mixed-use spaces. These infill developments were designed to bolster the city's downtown by providing increased availability of workforce housing, new commercial and retail spaces, and public plazas and gathering spaces. These concepts and strategies were developed through a participatory and creative process that convened public officials, private investors, and residents through interviews, charrettes, workshops, regular Plan Commission and Downtown Advisory Committee meetings, and public meetings. Public meetings were hosted at the City's downtown farmers' market, in a vacant storefront at the annual downtown trick-or-treat, and at city hall.

**Emerging South Shore** | South Milwaukee lies at the confluence of two, high-activity real estate markets: metro-Milwaukee and Chicagoland. As development continues along Interstate 94 south from Milwaukee and north from Chicago, market forces will coalesce in South Shore communities – notably, South Milwaukee, St. Francis, Oak Creek, and Cudahy—creating a real estate building boom. The Comprehensive and Downtown Plan Update recognized this forthcoming activity and created a community development strategy to capitalize on future opportunities while also preserving the city's unique character. Neighborhoods, districts, and corridors were identified to guide development by recognizing neighborhood character and identifying preferred future land uses.

# National Avenue Corridor Strategic Action Plan

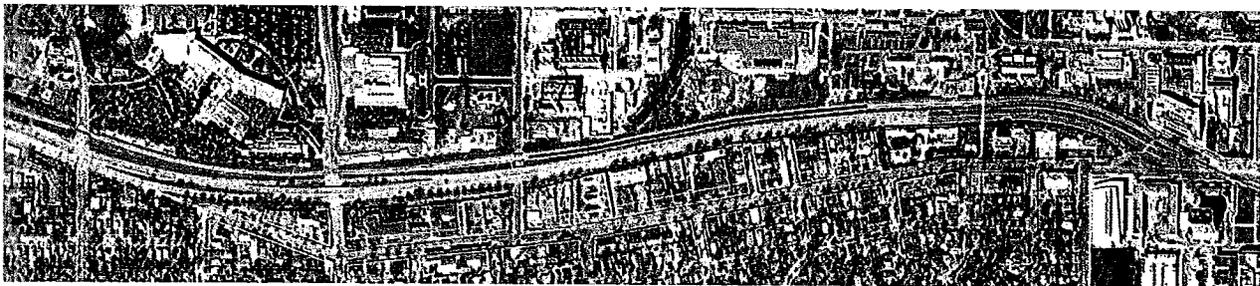
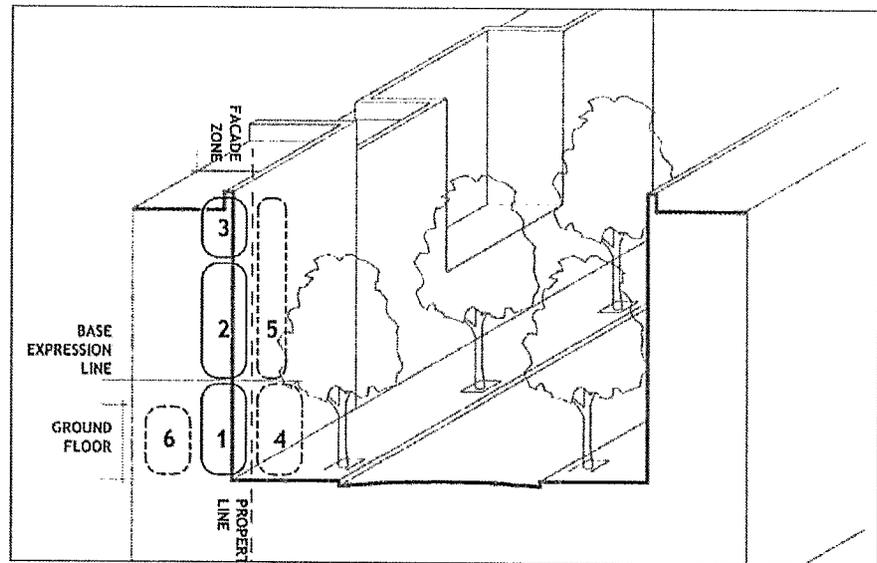
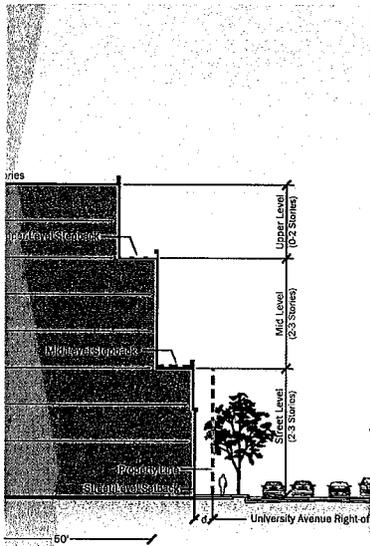
Client: City of West Allis | West Allis, WI



As part of a plan to foster continued revitalization and identity for the National Avenue corridor, GRAEF prepared a market study, an economic market analysis, of an analysis of the right-of-way with a complete streets plan. In addition to overall plan development, GRAEF was responsible for public involvement, including a kickoff meeting for constituent neighborhoods and business owners and interviews with key business owners, property owners, developers, and real estate brokers familiar with the corridor.

# Old University Avenue Corridor Design and Development Guidelines

Clients: Regent Neighborhood Association + City of Madison | Location: Madison, WI



University Avenue, a diverse mixed use corridor adjacent to a historic residential district in Madison, has become the focus of development interest in recent years. GRAEF planners created detailed design and development guidelines to ensure new development is compatible with the surrounding neighborhood.

**Building Profiles** | The block and parcel specific guidelines utilized eight building profiles. These context-specific profiles varied in permitted setbacks, height ranges and stepbacks (building setbacks on upper floors). The various profiles were applied to the nineteen block faces along the corridor and used to show how higher density buildings could be integrated into the surrounding residential neighborhood.

**Facade Zones** | Street facade guidelines were also created for six different facade zones. The zones (façade base, middle and top, middle and top extensions, and interior and base activity) identified strategies for creating an active, visually interesting, and pedestrian friendly street edge.

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Section 4  
**Current Clients and Contacts**

## Current Clients and Contacts

### **Village of Grafton**

Darrell Hofland  
Village Administrator  
262 / 375 5300  
dhofland@village.grafton.wi.us

### **Village of Twin Lakes**

Jennifer Frederick  
Village Administrator  
262 / 877 2858  
frederick@twinlakeswi.net

### **Village of Newburg**

Rick Goeckner  
Village Administrator/Clerk  
262 / 675 2160  
rgoeckner@village.newburg.wi.us

### **Ongoing Planning Services**

City of Port Washington  
City of Whitewater  
Town of Erin  
Village of Bristol  
Village of Cottage Grove  
Village of Grafton  
Village of Greendale  
Village of Newburg  
Village of Twin Lakes  
Village of Windsor

### **Ongoing Specialized Services**

City of South Milwaukee  
City of Wausau  
Village of Allouez  
Village of Ashwaubenon  
Village of Whitefish Bay

### **Comprehensive, District, Master & Strategic Plans**

City of Madison  
City of Milwaukee  
City of Racine  
City of South Milwaukee  
City of Wauwatosa  
City of Whitewater  
Village of Caledonia  
Village of Grafton  
Village of Twin Lakes  
Village of Waterford  
Wisconsin Housing and Economic Development Authority (WHEDA)  
Wisconsin Economic Development Corporation (WEDC)

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Section 5  
**Resumes of Key Personnel**

## Stephanie Hacker AICP, LEED AP

Practice Area Leader, Planning + Urban Design Group | Associate



### Education

Master of Urban Planning,  
University of Wisconsin-Milwaukee

B.A. Geography, Augustana  
College, Rock Island, Illinois

### Professional Certification

American Institute of Certified  
Planners  
LEED Accredited Professional

### Professional Affiliations

American Planning Association  
Wisconsin Chapter of the American  
Planning Association  
Developing Leader, NAIOP  
Wisconsin

### Awards

Eureka Award (awarded to GRAEF  
Planning Group), *Milwaukee  
Business Journal* (2015)  
Graduate of the Last Decade  
(GOLD) Award, UWM Alumni  
Association (2013)  
Next American Vanguard, Next City  
(2012)  
Forty Under 40, *Milwaukee  
Business Journal* (2012)  
6 Under 36 in Community  
Development, National Housing  
Institute (2011)

*Stephanie's experience spans comprehensive and master planning, public participation strategies, municipal code review, neighborhood revitalization, and ongoing planning services for urban, suburban, and rural communities. At the core of Stephanie's work in economic development, planning, and urban revitalization lies her dedication to building a central vision and establishing systems that kick-start physical change. She cares deeply about using urban design and planning to enhance the nexus of community and neighborhood vitality, public health, and the triple bottom line. Stephanie works with business, nonprofit, and government clients to implement vital enhancements in our physical environment.*

### Ongoing and Technical Planning Services

Stephanie provides ongoing and technical planning services to municipalities and community based organizations that fit the needs of her clients and their communities. Her services support the implementation of projects in communities that would otherwise not receive localized attention leading to project completion. Stephanie has served as Interim Planner for the Village of Grafton, the Interim Town Planner for the Town of Grafton, and the Planner in the Village of Newburg.

### Comprehensive, Master, & Strategic Planning

Stephanie served as project manager on the Transform Milwaukee Strategic Action Plan for the Wisconsin Housing and Economic Development Authority. She has provided management for a variety of plans and scales, including the Comprehensive Plan and code revision process in the Town of Cedarburg, the Comprehensive Plan Update in the City of St. Francis, and the Comprehensive Plan for the Village of Fox Point. Other past comprehensive and land use plan clients include the Village of Caledonia, Town of Delavan, Forest County Potawatomi Nation, City of Franklin, Town of Grafton, Village of Greendale, City of Milwaukee (multiple Area Plans), City of New Berlin, Oneida Nation, City of Sturgeon Bay, and City of West Allis. These planning efforts required the management of structured public participation plans, community survey analyses, mapping and data gathering, plan composition, and team coordination.

### Park and Open Space Planning

Stephanie has provided planning and project management for several park and open space plans, most recently for the Village of Slinger and the City of Mequon. She has worked predominantly in open space planning for smaller communities in Wisconsin that satisfy guidelines set by the Wisconsin Department of Natural Resources (DNR). Her expertise in building collaborative funding opportunities has led to the development of park plans that are not only eligible for DNR funding, but also tailored to local networks, relationships, and resources.

### Economic Development

Stephanie's leadership in the formation of redevelopment strategies, corridor studies, general development plans, planned unit developments (PUDs), rezoning applications,

and transfer of development rights (TDR) analyses have led to economic vitality and job creation in the City of Wausau, the Village of Caledonia, the Village of Grafton, the City of Oak Creek, the Town of Windsor, the City of St. Francis, and businesses located in each of these municipalities. Stephanie has tied her grant expertise with economic development through applications to the federal government for job creation and workforce development.

#### **Intergovernmental Coordination**

Stephanie previously managed an incorporation effort for the Village (formerly Town) of Bristol, which required the completion of a detailed study for the Wisconsin Department of Administration (DOA). During this process, Stephanie prepared the incorporation application, presented information at Town Hall meetings, and provided expert testimony before the DOA. Completion of the study provided the Town with an effective tool for communicating socioeconomic characteristics, population trends, land use patterns, and projected growth areas. Stephanie also coordinated components of a Cooperative Plan for adjacent communities in the greater Madison region, and supported the Town of Somers in its most recent application for incorporation.

#### **Neighborhood Redevelopment**

Stephanie's dedication to community-level, small-scale planning in positions both within and outside of GRAEF has produced several new structures for neighborhood development, including her recent work managing the Century City Tri-Angle Neighborhood Plan in Milwaukee. As the Neighborhood Planner for nine middle-market neighborhoods in Milwaukee, Stephanie applied her focus on organizational capacity-building and project implementation so community members could take part in bringing physical improvements to fruition. During her tenure, these neighborhoods witnessed the creation of the first long-term grant program for community improvements at the block level, the installation of wayfinding signage and neighborhood identity components ('branding'), and the creation of a new Neighborhood Development team. Additionally, Stephanie led the completion of the Thurston Woods Neighborhood Plan Update, a revised strategic plan to guide an organization in working with the neighborhood over a three-year period. Her efforts contributed to the organization's selection as a finalist in the 13th Annual Milwaukee Awards for Neighborhood Development Innovation.

#### **Ordinances and Design Guidelines**

Stephanie has coordinated the creation of ordinances and design guidelines for a host of clients in southeastern and south central Wisconsin. She has previously managed updates to zoning codes that have supported urban revitalization interests in the Village of Marshall, the preservation of water quality and lakefront character in the Town of West Bend, and the placement of new standards on the adaptive reuse of big-box structures. Stephanie has also created a Mixed Use Design Manual for villages and cities, which strengthen design standards in the code by incorporating context-appropriate imagery and diagrams into unique user-friendly matrices. Her reviews of sign ordinances and storm water best management practices have led to enhanced commercial corridor treatments and large-scale sustainable infrastructure planning in communities varying in size, character, and need.



*Tanya joined GRAEF with a background in both Urban Planning and Architecture, and several years of professional experience in Wisconsin, New York, Massachusetts, Denmark, and Montana. Her planning expertise includes urban, suburban, and rural revitalization, community and local economic development, comprehensive and neighborhood planning, code review and updates, urban design, sustainability, and ongoing planning services for urban, suburban and rural communities.*

**Education**

M.S., Urban Planning, Columbia University, New York, NY  
B.A., Architectural Studies, Mount Holyoke College, South Hadley, MA  
Year of Architecture & Design Field Work Copenhagen, Denmark

**Affiliations**

APA  
APA-WI

**Awards**

AICP Outstanding Student Award

**Technical Skills**

Adobe InDesign; Adobe Illustrator;  
Adobe Photoshop; Geographic Information Systems

**Economic Development**

Tanya assists clients with local economic development and re/development strategies to strengthen business districts, commercial corridors, and neighborhoods throughout Wisconsin. Her work has fostered successful strategies, guidelines, and implementation in the Village of Allouez, City of West Allis, City of Wausau, City of Oak Creek, City of Sheboygan, Village of Newburg, Village of Twin Lakes, and City of Milwaukee, including the recent Transform Milwaukee Strategic Action Plan. This Plan focused on economic development, neighborhood revitalization and infrastructure improvements. Her experience in grant writing, TIF analysis, capacity building, marketing campaigns, placemaking, and public engagement have been instrumental in increasing investment, strengthening design and identity.

**Neighborhood Development & Revitalization**

Tanya's dedication to local improvement in positions outside of GRAEF has fostered her expertise in neighborhood development and community revitalization. As a Neighborhood Planner on the northside of Milwaukee, Tanya fostered neighborhood leadership to build capacity to stabilize and restore confidence, perception, and investment in the neighborhoods. Working with local stakeholders, Tanya led significant investments in residential areas and commercial corridors. Additionally, she formed new collaborations with adjacent neighborhoods to strengthen the area as a whole and create new opportunities for fund development and coordinated investments.

**Ongoing Services**

Tanya assists clients with re/development strategies and guidelines, updating ordinances, fosters relations, leads consensus building and negotiations, and other services to strengthen the built form in Wisconsin communities. She has assisted the Village of Twin Lakes with zoning updates, the City of Whitewater with parking ordinances, and contributed to the City of Wausau's Urban Design Standards. She currently serves as the Planner for the Village of Newburg.

**Comprehensive, Master & Park Planning**

Tanya has contributed significantly to recent comprehensive and master plans, including the City of South Milwaukee Comprehensive & Downtown Plan, City of St. Francis Comprehensive Plan and the Village of Slinger's Park, Recreation and Forestry Comprehensive Plan Update. These planning efforts include context and economic analyses, public participation, survey analyses, mapping, data gathering, plan composition and formation of strategic recommendations. These recommendations

include catalytic projects and actions to increase activity and excitement in the natural and built environments.

**Public Participation**

Tanya has extensive experience with public participation and consensus building in her work at GRAEF and former role as a Neighborhood Planner. Recent successes include leading the public engagement process for the MMSD's Kinnickinnic River Watershed Restoration projects, where she organizes and leads regular stakeholder meetings and focus groups, in addition to public information campaigns and meetings.

**Mapping & Data Visualizations**

Tanya uses Geographic Information Systems and Adobe Illustrator to map, manage, and analyze data for site conditions, conceptual plans and to create navigable maps that can be used for marketing, public engagement, and plans.



*Kristian joined GRAEF with an educational background in urban planning and geographic information systems (GIS). Kristian has conducted research about and worked in community development in Milwaukee, the Chicago metropolitan region, and the Caribbean focusing on cluster-based economic development, the provision of clean and safe drinking water, and neighborhood development in resource-poor settings.*

**Education**

Ph.D. Candidate, Architecture,  
University of Wisconsin-Milwaukee;  
Master of Urban Planning,  
University of Wisconsin-Milwaukee;  
B.A., History and Spanish,  
University of Wisconsin-Milwaukee

**Affiliations**

APA

**Awards**

American Institute of Certified  
Planners Outstanding Student  
Award

**Neighborhood-Level Economic Development**

Kristian has worked for public, private, and non-profit organizations conducting economic investment and quality of life analyses in the City of Milwaukee. He employed a triple bottom line approach assessment to examine the health and growth of neighborhoods with primary foci including educational attainment and workforce capacity, access to green space, implementation of sustainable construction methods, preservation of affordable residential and commercial space, and public investment leveraging private funds.

**Cluster-Based Economic Development**

With a broad geographic focus including the metropolitan Milwaukee region, the United States, and the international community, Kristian assessed the economic viability of the water technology industry in numerous geographic regions as it related to innovation and idea exchange, administrative and fiscal capacities to scale efforts, and political will to support business cluster development. The study of these clusters included conducting spatial analyses to determine the locus of production energies and how they radiated throughout the community.

**Development in Resource-Poor Settings**

While conducting research for the United Nations through UW-Milwaukee, Kristian studied humanitarian concerns related to community development in resource-poor settings with a focus on South America and Africa and an investigative trip to Cuba. The regional examinations included specific assessments of the population's access to clean, safe drinking water, the provision of health care, the availability of electricity, and food security. While in Cuba, Kristian was an interpreter, using his fluency in Spanish to facilitate conversations.



*Craig's academic background is in both architecture and urban planning, and he has several years of experience working in both fields. His work experience includes neighborhood master planning, commercial redevelopment, streetscape corridor planning/design, site plan review, urban design, site and building design, park and open space planning and design guidelines.*

**Education**

Masters in Architecture, 2012  
Masters in Urban Planning, 2012  
Certificate in Real Estate  
Development, 2012  
University of Wisconsin-Milwaukee,  
Milwaukee, WI  
B.S., Architectural Studies, 2009  
Certificate in Urban Planning, 2009  
University of Wisconsin-Milwaukee,  
Milwaukee, WI

**Professional Certifications**

American Institute of Certified  
Planners

**Professional Affiliations**

American Planning Association  
Wisconsin Chapter of the American  
Planning Association

**Awards**

2013 APA-WI Student Planning  
Project Award  
2nd Place – 2012 Emerging  
Professionals Design Competition  
(AIA-WI)  
2012 APA-WI Student Planning  
Project Award  
1st Place – Brighten the Passage  
Design Competition 2012 (City of  
Milwaukee & Historic Third Ward)  
2012 SARUP Special Recognition  
Award for Outstanding Involvement  
with the Milwaukee Community

**Urban Design & Property Development**

Craig's experience in urban design includes developing design strategies for a variety of commercial corridors and properties, and writing design guidelines. He has led meetings with a variety of stakeholders, suggesting design alternatives, and performing zoning and land use analyses. Craig has also conducted detailed site analyses, including parking lot configurations and site design possibilities for City-owned parcels.

**Mapping & Design Visualizations**

Craig uses a number of mapping resources to communicate data effectively in the form of maps, diagrams and 3-dimensional visualizations. Using his technical abilities, he is able to clearly communicate a broad range of information with data-driven maps, including: site conditions, existing and future property information, and conceptual development plans. In addition to mapping, Craig has experience in creating effective 3-d models, rendered plans and perspective drawings of conceptual development designs.

**Public Participation**

Craig's experience in public participation includes the creation and facilitation of outreach materials, image preference surveys, resident and business surveys for a variety of public and private stakeholders. Project examples include:

- Layton Boulevard West Neighbors
- Riverworks Business Improvement District
- City of Milwaukee

**Park and Open Space Planning**

Craig has been involved in several park planning and design projects that primarily focused on overall park and open space plans with conceptual design details. The primary objective of the projects included an examination of existing programmatic elements and proposing appropriate elements to generate excitement for and activity within the parks. Project examples include:

- City of Milwaukee: Juneau Park
- City of Milwaukee: Clinton Rose Park
- City of Wauwatosa: Milwaukee County Grounds

### **Neighborhood Planning**

Craig has assisted with the development of several neighborhood plans within the Milwaukee area. Duties on these projects included preparation of public outreach and educational materials, statistical analysis, and research into historical and existing conditions. He has also prepared many of the critical diagrams, illustrations and computer visualizations used to depict projects. Project examples include:

- Layton Boulevard West Neighbors
- Riverworks Business Improvement District

### **Streetscape Design**

Craig has worked on a number of streetscape planning projects. Each project included extensive existing conditions research and focused on promoting economic development through physical design solutions. Responsibilities included stakeholder interviews, branding possibilities, amenity selection and conceptual landscape design. Project examples include:

- City of Waukesha: Downtown Street Master Plan
- City of Milwaukee: Fond du Lac Avenue Corridor
- City of Milwaukee: Bronzeville Streetscape

### **Additional Experience**

As a graduate student at the University of Wisconsin-Milwaukee, Craig was a key team member in preparing a Haymarket Neighborhood master plan report for the City of Milwaukee. The report won a 2012 Student Planning Award from the Wisconsin Chapter of the American Planning Association. The report included site analysis (zoning, land use, census data research), problem definition, creation of goals and objectives, case study research, stakeholder interviews and final recommendations. Craig's efforts in this process included writing detailed implementation steps, creating rendered perspective drawings, and designing posters for a public presentation highlighting various aspects of the report.

### **Technical Skills**

- AutoCAD
- Google SketchUp
- Adobe InDesign
- Adobe Illustrator
- Adobe Photoshop



*Dr. Witzling has over 35 years experience in strategic planning, urban design, land use planning and architecture. His design work has won national awards for urban design from Progressive Architecture, the American Institute of Architects, and the Congress for the New Urbanism. Prior to GRAEF, Dr. Witzling was President of Planning & Design Institute, Inc. (PDI), a firm he founded in 1988. In addition to his professional work at GRAEF, he is Professor Emeritus of Architecture at the University of Wisconsin-Milwaukee.*

#### **Education**

Ph.D., City and Regional Planning,  
1976, Cornell University, Ithaca, NY

Bachelor of Architecture, 1967,  
Cooper Union, Manhattan, NY

#### **Professional Affiliations**

American Institute of Architects

American Society of Landscape  
Architects

American Society of Landscape  
Architects – Wisconsin Chapter

American Planning Association

American Planning Association –  
Wisconsin Chapter

Congress for the New Urbanism

#### **Municipal Planning and Design**

Larry has been involved in urban design and development concepts for traditional neighborhoods and districts for almost thirty years. His public sector work includes land use and smart growth plans, park and open space design, town centers, revitalization of older retail areas, preparation of ordinances and guidelines, boundary agreements, ongoing plan reviews, and other aspects of urban planning. His work also includes extensive contact with the general public through workshops, design charrettes, surveys, interviews, and open house presentations. His private sector work includes plans for conservation subdivisions, mixed use developments, townhouses and multifamily development; presentations before local agencies; and supervision of development applications and submissions. He has served on several regional committees developing standards for subdivision ordinances and land use plans. Larry's completed planning efforts include:

- New urbanist plans for communities in Wisconsin
- Plans for several subdivisions and main street projects in the City of Sun Prairie
- Plans for the Luxembourg American Cultural Center district in Ozaukee County.
- Kenosha's Downtown plan
- City of Milwaukee's Park East Redevelopment Plan
- Several urban design concepts for local neighborhood plans in the City of Milwaukee
- Plans for Racine's Walker site and West Washington neighborhood.
- At a national level, he planned, programmed, and managed a national design competition that generated 100 alternate neo-traditional community plans, including residential, commercial, and institutional developments, as well as land and open space preservation.

#### **Urban Design and Redevelopment**

Larry has been involved in urban design and development project for over three decades, garnering several national awards for his work from Progressive Architecture, the Congress for the New Urbanism and the American Institute of Architects. These projects range from downtown and district plans to the design of unique public places. His work is characterized by respect for the local context and a concern for blending traditional and time-tested concepts with innovative approaches matching today's needs. His work includes both public and private sector projects including conservation subdivisions, district and neighborhood plans, mixed-use development, pattern books, form-based and hybrid codes, regulating plans, and entitlement procedures.

His expertise includes developing initial concepts as well as assisting throughout the implementation process. His work includes a variety of methods and techniques for public involvement including personal interviews, physical models, interactive computerizations, and traditional displays, publications, and studies. Larry's completed planning efforts include:

- Waukesha Central City Master Plan
- Drexel Town Square
- Neighborhood Plans throughout Milwaukee
- Plans for Milwaukee's lakefront
- Kenosha's Downtown Plan
- West Bend Riverfront Development
- Milwaukee's Park East Development
- Stevens Point Downtown and Riverfront
- New Berlin's City Center
- West Allis Redevelopment
- Numerous design competitions
- Sun Prairie's West Prairie Village
- Conservation developments in rural areas

#### **Planning for Sustainable Communities**

Larry has been involved in issues regarding sustainability for more than a decade including in Racine, Kenosha, and Milwaukee. He was a featured speaker at a tri-state regional conference on sustainable housing design held and has taught continuing education classes on sustainable development. A few of his numerous works include:

- The award-winning sustainable infrastructure plan for Drexel Town Square
- A region-wide design and planning charrette for the Menomonee Valley that resulted in a publication describing the valley's future and how it can be developed in a sustainable manner
- Coordination of two expert panels on environmental quality issues, bringing together national and international experts to lead the Johnson Controls green building initiative in health, comfort, and productivity.

Larry has designed and helped implement numerous conservation projects that preserve large agricultural areas. He has also developed numerous land use plans, which have dramatically increased the number of square miles of guaranteed open space in Wisconsin. He has worked on neighborhood conservation issues in Racine, Kenosha, and Milwaukee. He has taught continuing education classes on sustainable development. Some of his projects in this area include:

- Park plans for the Town of Erin, New Berlin and Mequon
- Master plan for the Milwaukee County lakefront
- Conservation subdivision designs in Grafton, Mequon, Germantown, and Sun Prairie
- Agricultural preservation strategies for the Town of Windsor

**GRÄEF**

Section 6  
**Samples of Written Reports**



collaborāte / formulāte / innovāte

## MEMORANDUM

**TO:** Village of Twin Lakes, Village Board and Plan Commission  
**FROM:** Tanya Fonseca and Larry Witzling  
**DATE:** February 10, 2015  
**SUBJECT:** Twin Lakes Zoning Code Update Discussion and Changes from February 2 Committee of the Whole meeting for February 16 Village Board Meeting

### 1. Zoning Code Sections Discussed on February 2 without Updates (No Changes Reflected in the February 10 Draft)

#### Chapter 17.12 GENERAL PROVISIONS

##### 17.12.101 Fence.

*Page 22 (of 2015-02-10 track changes copy)*

- E. Fences in a RESIDENTIAL DISTRICT
3. Side Yard Fences. Side yard fences not adjacent to a street shall not exceed a height of three (3) feet in the case of a solid fence or four (4) feet in the case of a chain link or open, woven wire fence in front of the setback line for the Residential District as set forth in the Zoning Ordinances. Fences to the rear of such setback lines may, upon written approval of adjoining land owners, and the Building Inspector, be erected to a height of six (6) feet. **No person shall plant or maintain a hedge row, shrubs, or other plantings which serve as a fence or barrier in excess of those heights set forth in this Section.**

*Discussion of future height updates for this section.*

*No action taken at this time.*

##### 17.20.030 Lot Area, Building Height and Area and Setback.

*Page 44 (of 2015-02-10 track changes copy)*

- C. Side Yard.
1. There shall be a side yard on each side of a principal structure,
  2. All principal structures shall have side yards of no less than ten (10) feet wide on each side.

*Discussion of increasing the side yard total to 25'.*

*No action taken at this time.*

## 2. Zoning Code Sections with Updates for since February 2 Discussion

### Chapter 17.08 DEFINITIONS

#### 17.08.200

#### **Lot.**

*Page 7 (of 2015-02-10 track changes copy)*

"Lot" means a parcel of land having a width and depth sufficient to provide the space necessary for one (1) principal structure and its accessory structures, together with the open spaces required by this Title and abutting on a public street or officially approved place. (Prior Code § 7.3(20)).

#### 17.08.365

#### **Structure — Principal.**

*Page 9 (of 2015-02-10 track changes copy)*

"Principal structure" means a structure in which is conducted the principal use of the lot on which it is situated.

#### 17.08.431

#### **Yard, Shore.**

*Page 10 (of 2015-02-10 track changes copy)*

"Shore yard" shall be defined as the land between the Ordinary High Water Mark (OHWM) and the building setback line on properties within the District having frontage on a navigable waterway or other waterway defined in this Chapter. (Ord. 2012-8-1)

*Now reflects exact existing definition from page 117.*

### Chapter 17.12 GENERAL PROVISIONS

#### 17.12.160

#### **Accessory Uses and Structures.**

*Page 24 (of 2015-02-10 track changes copy)*

- i. Notwithstanding the above, any accessory structures, private garage, public garage or storage garage which is located on property which abuts any lake, pond, river, channel or stream, shall be set back a minimum of ten (10) feet from the lot line abutting the street or right-of-way, unless the Village Engineer or Building Inspector finds it a hazard.



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## STAFF REPORT

<b>DATE:</b>	November 25, 2013
<b>TO:</b>	Village of Twin Lakes Plan Commission
<b>CC:</b>	Village of Twin Lakes Board Jennifer Pollitt – Village Administrator Mark Kolczaski, Baxter Woodman – Village Engineer Larry Witzling, GRAEF – Village Planning Consultant
<b>FROM:</b>	Erin Ruth, GRAEF – Village Planning Consultant
<b>RE:</b>	<b>Allied Plastics Rezone and Parking Lot Design Review</b>

### BACKGROUND:

Property Owner: Allied Plastics

Location/Address: 150 Holy Hill Road

Area: 4.63 acres

Agent: Kueny Architects, LLC

Existing Zoning: Residential

Proposed Zoning: Industrial

Future Land Use Plan: Residential

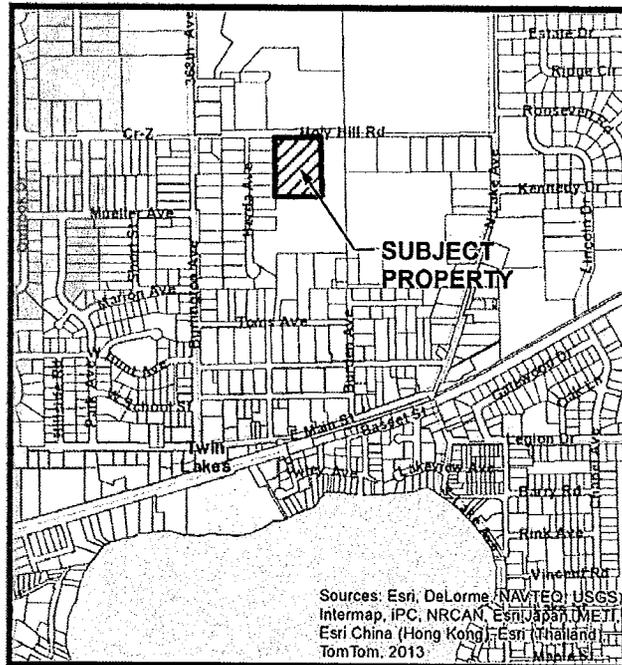
### OVERVIEW

The applicant, Allied Plastics, is seeking approval of a rezone to allow the construction of new parking lot on an existing Christmas tree farm located across the street to the south from their existing manufacturing facility located at 150 Holy Hill Rd. Construction of the parking lot will allow the expansion of the manufacturing facility in the near term, as the expansion would occur on the site of the current parking lot.

Design review of the building expansion will occur at a later date. The current proposals are for the rezone of the subject parcel from 'Residential' to 'Industrial' as well as design approval of the parking lot site plan.

The subject parcel is bounded by Holy Hill Road and the existing Allied Plastics facility on the north, wetlands on the east and south, and residential properties on the west.

## LOCATION MAP



## STAFF RECOMMENDATIONS

The Comprehensive Plan states that, generally speaking, an industrial use would not be appropriate in the RN-North neighborhood. However, the plan explicitly states that both land use district boundaries and the desirability of specific land uses should be discussed on a case by case basis, and each proposal should be judged on its own merits.

It is the opinion of staff that the proposed parking lot is an acceptable use of the property, so long as the parking lot is adequately buffered from the adjacent residential properties and if the property is restricted from further industrial development.

### Rezone

Staff recommends that the proposed rezone from 'Residential' to 'Industrial' be **APPROVED with CONDITIONS**, with the conditions as follows:

1. A deed restriction shall be recorded limiting the use of the subject parcel to a parking lot per the approved site plan.
2. Provide a photometric study showing numeric footcandle values throughout the site, allowing staff to more accurately verify light levels at the property lines.

3. Sidewalk forms shall be inspected by the Building Inspector or Public Works Supervisor prior to placing the concrete.
4. The applicant shall coordinate with the Police Department and the Department of Public Works to determine the need for signage, pavement markings, street lighting, and any other safety devices related to the crosswalk between the existing facility and the proposed parking lot to maximize the safety of pedestrians and motorists.

## Design Review

Staff recommends that the proposed parking lot site plan be **APPROVED with CONDITIONS**, with the conditions as follows:

1. The proposed rezone from 'Residential' to 'Industrial' shall be approved.
2. Replanted trees that do not survive through one year after approval shall be replaced within two years of approval.
3. Provide cut sheets of proposed parking lot light fixtures for staff approval.

## COMPREHENSIVE PLAN CONSISTENCY

The subject parcel is designated as part of the RN-North or North Residential Neighborhood on the Future Land Use map (see map below) in the Twin Lakes Comprehensive Plan. The parcel is adjacent to the southern edge of the SD – Business Park specialty district.

## FUTURE LAND USE MAP

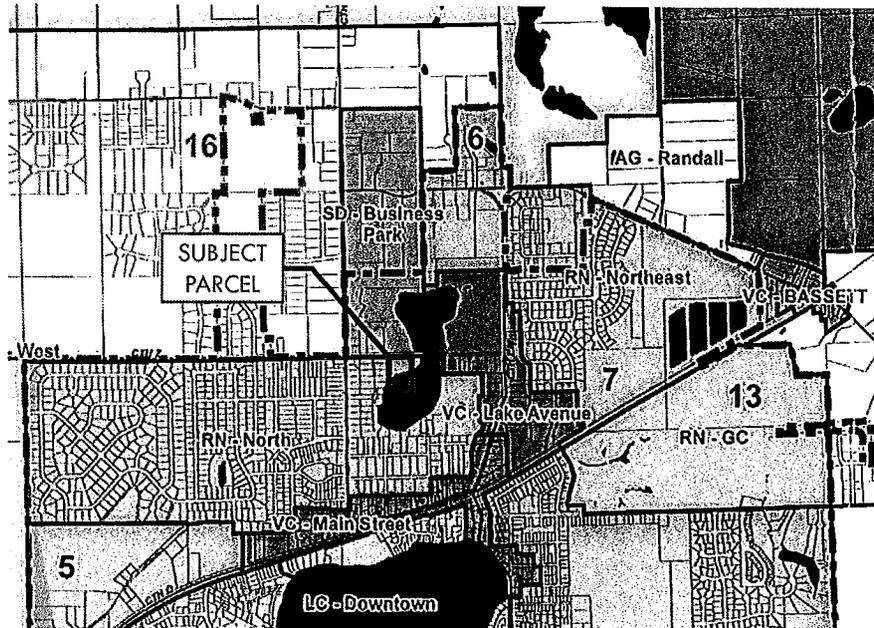




Table J-10 in the Comprehensive Plan describes the preferred land use in each neighborhood or district. Industrial land uses are listed as 'undesirable' in the RN-North neighborhood. However, on page J-19, the Comprehensive Plan states that 'undesirable' uses may "still be acceptable for the area under special circumstances." The plan further states that "an undesirable rating does not automatically exclude the use or activity from every parcel within that general place."

The Comprehensive Plan also states very deliberately the manner in which these neighborhood boundaries are to be interpreted. Page J-17 states, "even though the lines appear precise and fixed, they are intended, in order to facilitate further discussion and evaluation, to be an approximation of the overall place, not a hard and fast inflexible designation. It may be determined after careful consideration that a parcel located near the edge of an area may be more appropriately affiliated with the uses and activities of the adjacent area."

In summary, the Comprehensive Plan states that generally an industrial use would not be appropriate in the RN-North neighborhood, and the Future Land Use Map shows the subject parcel to be within that neighborhood. However, the plan explicitly states that both district boundaries and the desirability of specific land uses should be discussed on a case by case basis, and each proposal should be judged on its own merits. It is the opinion of staff that the proposed parking lot is consistent with the Comprehensive Plan, so long as adequate protections are provided to the adjacent residential properties.

#### **ZONING ORDINANCE CONSISTENCY**

Three chapters of the Zoning Ordinance are of particular relevance to the proposed project: 17.12 – General Provisions, 17.34 – Industrial Zoning, and 17.42 – Design Review Process.

- Per 17.12.042, sidewalk forms shall be inspected by the Village Building Inspector or Public Works Supervisor prior to placement of concrete. The proposed plan shows new sidewalks on the south side of Holy Hill Road, which shall be subject to inspection as described.
- Per 17.12.080(A)(3), each required parking space shall be located on the same lot as the principal use, or on a separate parcel with the same zoning designation located within 400' of the principal use. The proposed rezone to 'Industrial' would make the zoning of the parking lot parcel consistent with that of the principal use, addressing this regulation. The proposed parking lot would be within 400' of the principal use. The applicant shall coordinate with the Police Department and the Department of Public Works to determine the need for signage, pavement markings, and street lighting related to the crosswalk between the existing facility and the proposed parking lot to maximize the safety of pedestrians and motorists.
- Per 17.12.080(A)(5), any off-street parking area which abuts or faces a residential zoning district and where vehicles will travel or be parked within 50' of a residential district line shall provide a planting screen, landscape earth berm, fence, or wall at least 3' high at the time of planting along the side abutting the residential district. The proposed parking lot would abut the residential properties to the west. Per the



submitted site plan, the applicant has provided both a 50' setback from the edge of pavement to the lot line, and new berms and landscaping in addition to the substantial existing tree buffer.

- Per 17.12.080(A)(6), exterior lighting shall be shielded or directed in such a manner so as to prevent light from glaring or shining directly onto abutting properties. The submitted night view rendering shows that no light will be directly impacting adjacent properties. While this is a useful visual tool, staff recommends that the applicant also provide a detailed photometric study showing the numeric footcandle values throughout the parking lot to verify the likelihood of impact on adjacent properties.
- Per 17.12.080(A)(7), curbs or barriers shall be installed to prevent parked vehicles from extending closer than 10' from any side or rear residential lot line. The proposed parking lot site plan meets these setback requirements.
- Per 17.12.080(B)(3), a manufacturing facility shall provide 1 parking space for every employee on its largest shift, 1 visitor parking space for every 10 employee spaces, and 1 space for every company owned vehicle. According to the submittal documents, the applicant is required to provide 138 parking spaces. The proposed plan provides 199 spaces, including 140 on the newly proposed parking lot.
- Per 17.34.010, buildings or land in an industrial district may be used for any purpose except those listed. Staff recommends that the use of the property shall be deed restricted to allow only the proposed parking lot per the approved site plan.
- Per 17.42.020(C), site and structural development in all industrial districts is subject to the design review process, and per 17.42.020(G), any parking lot containing 10 or more spaces is subject to the design review process. The proposed parking lot is subject to the design review process under both criteria.
- Per 17.42.040(B)(1), landscaping is to be an integral part of the site design concept. In the opinion of staff, the landscaping provided is integral to providing an adequate buffer between the parking lot and the adjacent residential properties to the west. The buffering concept utilizes both the existing treeline and new berms planted with relocated evergreen trees from the existing tree farm.
- Per 17.42.040(B)(2), the front yard setback area shall be landscaped with an effective combination of trees, shrubbery, and ground cover. Staff considers the berms and replanted trees to be an effective planting strategy in the front yard area. The applicant may wish to consider a more natural planting scheme with some clustering and staggering of trees as opposed to the very regular spacing shown.
- Per 17.42.040(B)(5), areas proposed for parking and loading shall be landscaped and fenced in a manner so as to interrupt views from streets and adjacent properties. Again, the applicant is proposing berms and replanted evergreen trees along the residential lot lines, in addition to the existing tree line to remain. Due to the more than 50' setback provided, the proposed landscaping exceeds that which is required by ordinance. As noted above, the applicant may wish to consider a more natural



planting approach that would blend the new trees more cohesively with the existing trees.

- Per 17.42.040(B)(8), existing vegetation shall be preserved wherever practical and possible. While staff supports the attempt to reuse a number of the existing evergreen trees from the tree farm, Staff has some concerns that trees removed after they have gone dormant will not survive replanting, and we recommend that all trees that do not survive replanting shall be replaced before the end of the next planting season.
- Per 17.42.040(D)(4), it is intended that driveways be laid out in order to avoid a direct, unscreened view from the street to employee parking areas, loading docks, maneuvering areas, and outdoor storage areas. The proposed plan locates the driveway so as to avoid those views.
- Per 17.42.040(F), snow removal areas and procedures must be described in the plan. Collected snow shall not interfere with sight lines and intersections and shall not encourage snow melt across public roads or sidewalks. The submitted snow removal plan indicates that snow will be collected around the perimeter of the parking lot. Based on the grading of the parking lot, snow melt will ultimately drain to the proposed pond at the southeast corner of the lot.
- Per 17.42.040(G), all outdoor lighting shall be controlled so as not to extend a direct light source or glare onto abutting properties, and cutoff luminaires should be used. As noted previously, the applicant shall provide a detailed photometric drawing to allow staff to verify light levels at the property lines. The applicant shall also provide cut sheets for outdoor parking light fixtures for staff review.
- Per 17.42.040(I), the applicant shall meet Village requirements for stormwater management and erosion control. See the memo from the Village Engineer for more information about the applicant's compliance with these regulations.



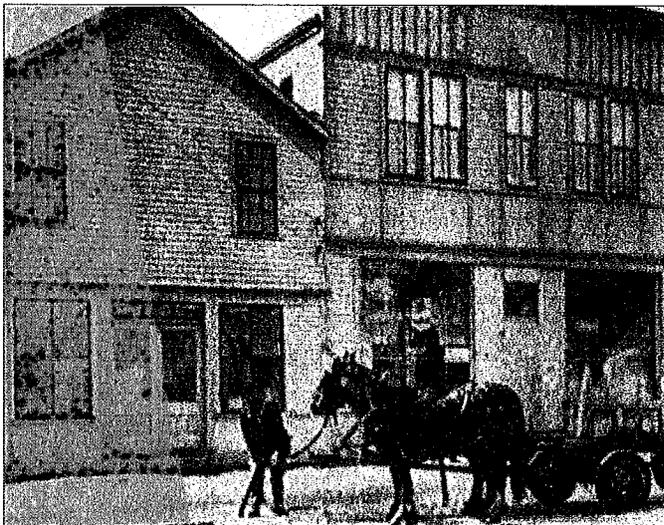
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## MEMORANDUM

**TO:** Village of Newburg Plan Commission & Mr. Al Baumann  
**FROM:** GRAEF, Village of Newburg Planner  
**DATE:** November 16, 2015  
**SUBJECT:** Preserving the Character of the Historic Reichl Brothers Store at 359 Main Street

### Historic Reichl Brothers Store – 359 Main Street, Newburg, WI

**Historic structures** in Newburg represent one of **your community's most treasured assets**. They give your **Main Street a charming character** and help residents and visitors **make memories** while walking through the village.



Most historic buildings on Newburg's Main Street are dated between 1875 and 1915, including the Historic Reichl Brothers Store at 359 Main Street, which is one of the best, unspoiled examples of its type still standing. Since it was built, the historic façade and the original unique details have been maintained, including the ornamental scalloping, the intricate cornice, and the unique and iconic sunburst.

To ensure Downtown Newburg remains a destination, the property owner and Plan Commission should consider the following when determining the use of *new building materials at 359 Main Street*:

### RECOMMENDATION

Affordable "low maintenance" materials may be used when refurbishing the building's exterior provided that they maintain the building's existing texture. Generally, it is preferable that wood materials that are reminiscent of the original materials, are used, particularly the colorful wood detailing on the cornice and expression line should be maintained on this exemplary Victorian storefront. This will help maintain strong economic value of the building for future generations.

Please see façade details on the following page.



## **CORNICE**

The intricate woodworking and colors on the cornice of the historic Reichl Brothers Store complete its crown and draw attention to its setting against the sky. The sunburst is unique and widely recognized in the community. These unique attributes add to the Main Street's character and community's heritage.

## **UPPER FAÇADE**

The wood trim and contrasting colors transition the building's exterior from its cornice to the storefront. The large windows provide ample sunlight for the apartments' residents.

## **EXPRESSION LINE**

The colors, textures, and diversity of materials add character to the building and activate the storefront. The vibrancy of the building engages pedestrians and draws their attention.

## **STOREFRONT**

The well-maintained trim, large picture windows, and inviting doorway create a welcome environment for pedestrians. These characteristics interest passersby and encourage them to enter the business.



Section 7  
**Fee Schedule**

## Fee Schedule

CLASSIFICATION	RATE
Group Manager (P8)	\$ 163.00
Senior Professional (P7)	\$ 153.00
Professional (P6)	\$ 144.00
Professional (P5)	\$ 135.00
Professional (P4)	\$ 124.00
Professional (P3)	\$ 113.00
Professional (P2)	\$ 101.00
Professional (P1)	\$ 89.00
Senior Technician/Inspector (T6)	\$ 114.00
Senior Technician/Inspector (T5)	\$ 109.00
Senior Technician /Inspector (T4)	\$ 100.00
Technician/Inspector (T3)	\$ 89.00
Technician/Inspector (T2)	\$ 79.00
Technician/Inspector (T1)	\$ 63.00
Survey Crew - 1 Person	\$ 115.00
Survey Crew - 2 Person	\$ 175.00
Administrative	\$ 60.00

Automobile travel will be billed at the current federal rate of 54 cents per mile.

Survey trucks and vans will be billed at 75 cents per mile.

LiDAR scanner will be billed at \$150/hour.

Expenses such as travel and supplies will be billed at actual cost.

Contracted services and consultants will be billed at cost plus 5 percent.

*★ If the City prefers, GRAEF can establish a flat fee for Plan Commission meetings and use these hourly rates for all other assigned duties.*

# INVOICE

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FEI #39-1083592

# GRÄEF

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## SAMPLE

Ms. Mary Smith  
City of XYZ  
123 4<sup>th</sup> Street  
XYZ, WI 56789

March 8, 2016  
Project No: 2016-xxxx.00  
Invoice No: 0098765

Ongoing Planning Services

Professional Services through February 29, 2016

**Professional Personnel**

	Hours	Rate	Amount	
Senior Professional VII	14.50	144.00	2,088.00	
Professional IV	16.50	124.00	2,046.00	
Professional II	93.50	101.00	9,443.50	
Technician/Inspector I	32.75	63.00	2,063.25	
Totals	157.25		15,640.75	
<b>Total Labor</b>				<b>15,640.75</b>

**Reimbursable Expenses**

Mileage Reimbursements				
2/26/2016	Hacker, Stephanie	50 MI -- Mtg re:Ongoing Services	27.00	
<b>Total Reimbursables</b>				<b>27.00</b>

**Total this Invoice \$15,667.75**

Project Manager:  
Stephanie Hacker

## Billing Schedule

---

GRAEF's typical schedule is to invoice clients no more frequently than once a month. Our system allows flexibility to accommodate a client's particular requirements, and we are happy to work with the City of Burlington to adjust our schedule to your needs.

GRÄEF

Section 8  
**Method for Receiving Submittals**

## Preferred Method for Receiving Submittals

---

The GRAEF planner can customize services to fit the needs, financial constraints, and organizational structure of the community. To be responsive, the planner can provide on-call service via telephone during normal business hours and can staff regular office hours in the community or schedule appointments as needed. In addition, regular staff calls, staff meetings, and e-mail correspondence can occur to easily facilitate coordination and the transfer of files.

**GRÄEF**

Section 9  
**Additional Information**



### **our core purpose**

To improve the physical environment for the benefit of society in a sustainable manner.

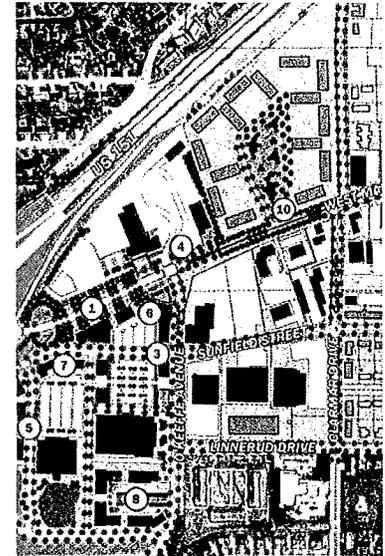
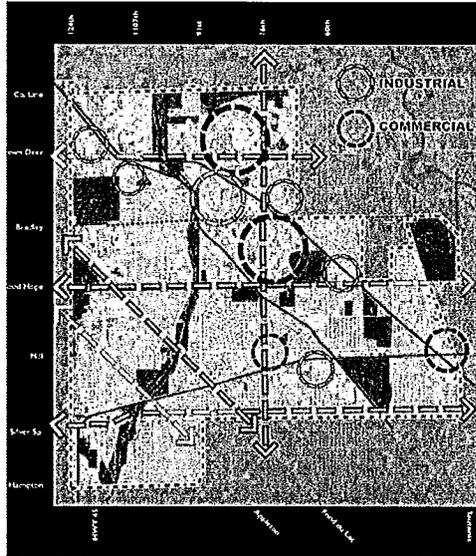
#### **Milwaukee Office**

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Milwaukee, WI 53214-1470  
tel 414 / 259 1500  
fax 414 / 259 0037

*GRAEF is an employee-owned, full-service engineering and consulting firm with proven expertise in many service areas. GRAEF serves public and private clients from its offices in Milwaukee, Green Bay and Madison, Wisconsin; Chicago, Illinois; and Orlando, Florida. For nearly 55 years, GRAEF has demonstrated its commitment to continuously adapt to the changing needs of the industry and its clients.*

We work with clients to solve their specific engineering difficulties or we can assume full project responsibility. Our full-service project team provides structural engineering; planning and urban design; site/civil engineering; landscape architecture; environmental engineering and wetland science; mechanical, electrical, plumbing (MEP) and fire protection engineering; surveying; transportation engineering; sustainable design; and commissioning.

GRAEF is ranked in Engineering News and Report (ENR) Top 500 Largest Design Firms and is ranked 24th in Building Design + Construction's (BD+C) list of the nation's Top Engineering-Architecture firms.



- Areas of Expertise**
- Comprehensive Land Use and Neighborhood Plans
  - Public Participation & Communications
  - Business District Improvement Plans
  - Park and Landscape Design
  - Design Guidelines and Form-Based Codes
  - Market Analysis
  - Traffic Calming
  - Economic Development
  - Promotional Strategies for Development
  - Ongoing Plan/Design Reviews
  - Developer Solicitations

The Planning & Urban Design Group of GRAEF emphasizes five basic principles in its work:

- Build Community
- Treat Applicants in a Fair, Timely Manner
- Respect Local Traditions and Character
- Preserve the Natural Environment
- Increase Social and Economic Value

The GRAEF team combines the professional talents of planners, designers, architects, landscape architects, and GIS specialists. GRAEF specializes in preparing detailed plans and guidelines to manage development, enhance the community, and preserve the environment. These plans create pedestrian-friendly private and public developments while enhancing the value of surrounding properties.

GRAEF planners have received national recognition for their urban design and planning expertise, as documented by the many peer-review awards they have won.

GRAEF's clients include government agencies and private developers seeking design excellence in the creation of public environments. Services include one-time project plans, ongoing consulting with local governments, and design support services to numerous agencies and consulting firms.

GRAEF recognizes the importance of establishing a good working relationship with both public officials and local citizens; facilitating dialogue with public agencies, community leaders and residents to create consensus-based plans.

## Public Participation



**Participants**  
Public Officials  
Property Owners  
Local Institutions  
Financial and Business Leaders  
Local Residents  
Neighborhood Groups  
Special Interest Groups  
Civic Groups  
Local Government Staff

GRAEF offers public participation methods that give the community the opportunity to identify and protect special places and share ideas, values and concerns that become integral to the plan development. Some of the options available for informing the public and obtaining input include:

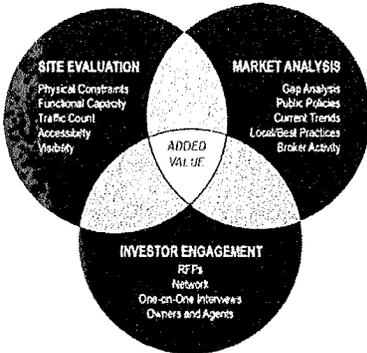
**Workshops |** Workshops are a means of introducing the consultant team; informing the public about the scope of the project; exploring community values and vision; and obtaining public input throughout the process. Workshops are often conducted as listening sessions that document the detailed concerns of residents and property owners.

**Charrettes |** Charrettes are “hands-on” public workshops held during the planning process with the general public to further discuss issues such as community visioning, market findings, survey results, and land use planning opportunities.

**Exhibits |** Graphic displays are used to inform and generate interest in the planning process. GRAEF’s exhibits are often used in press conferences and stand-alone displays in public venues such as city halls.

**Online & Household Surveys |** GRAEF can work with officials to develop and administer a survey that captures the ideas and values of the community as they pertain to general land use planning; care and management of the environment; arterial corridors; housing types; transportation types; recreational opportunities; and other issues as determined.

**Social Media |** GRAEF uses a variety of social media outlets or web pages to convey project ideas and receive important stakeholder feedback. The systems are very customizable and allow for an economical way to receive a large amount of feedback.



**Market Analysis |** GRAEF evaluates the supply and demand for developable land. This includes the quantity of land, access, visibility, and functional capacity. GRAEF goes beyond statistics and creates detailed site usage recommendations.

**Increasing the Tax Base |** GRAEF's projects add millions of dollars to the local tax base. Projects also achieve social benefits such as preservation of neighborhood quality, exciting public places, and broad community support.

**Community-Wide Economic Growth |** GRAEF also focuses on the industries and businesses that increase the overall wealth of a community — the “economic base.” New jobs have a multiplier effect in improving retail goods and services as well as providing communities with opportunities for social improvement.

**Economics & Green Development |** Many communities want to reconcile economic growth with “sustainable development.” GRAEF is pioneering ways to help communities meet this challenge through benchmarking, cost (and tax) reductions, integrating green infrastructure, and maintaining cost-effective land economics.

**Promoting Development |** GRAEF helps create and disseminate information that matches a community's identity or “brand.” Promotional activities include graphic visualizations, packaging information for available properties, networking with investors and brokers, and related tasks.

**Long-Term Economic Value |** “Resilience” (sustained economic recovery) is the hallmark of well-conceived planning strategies. Many areas have experienced decade-long problems that need to be reversed. GRAEF helps communities turn around areas that many have thought were unfeasible.

**Developer Negotiation & Selection |** The most difficult task in economic development is finding the right developer. GRAEF's network includes numerous developers in residential, commercial, and industrial projects. GRAEF also solicits responses directly from high quality development teams.

**Fiscal Impact & Cost-Revenue Analysis |** GRAEF's planners help communities avoid the pitfalls of short-term gains with long-term hidden costs, by evaluating ongoing revenues and maintenance.

**Grants & Tax Incremental Financing |** GRAEF analyzes TIF opportunities and develops concepts for a wide range of TIFs including “pay-as-you-go” options to minimizing community risk. GRAEF also assists communities in obtaining grants.

**Competing with Other Communities |** GRAEF evaluates each community with regard to the surrounding municipalities and the region. This requires an understanding of strategies, political activities, and local government capabilities.

## Property Development Organizations

ABA Realty, Inc. Madison  
Alexander Company, Inc., Madison  
A.N. Ansay & Associates, Wisconsin  
Anding Realty, Inc., Madison  
Bear Realty, Kenosha  
Bear Tree Real Estate Group, Inc.,  
Madison  
Central Place Real Estate, Middleton  
Connery-Fedler, Sun Prairie  
David Nankin, Milwaukee  
Decade Properties, Inc., Pewaukee  
Design Structures, Middleton  
Doug Stanich, Kenosha  
DSI Real Estate Group, Madison  
Faraday Center, Madison  
Fiore Companies, Madison  
Fleming Development Inc., Madison  
Flad Development & Investment Corp.,  
Madison  
Fix Development, Milwaukee  
Gorman & Company, Madison  
Ghidorzi Construction Company, Wausau  
Hammes Company, Milwaukee  
Haen Real Estate, Madison  
Helmut Toldt, Waukesha  
Hendrick's Development Group, Beloit

Hovde Realty, Inc., Madison  
Insight Real Estate Group, Southeast  
Wisconsin  
Innovative Real Estate Services, Inc.,  
Janesville  
Jerome J. Mullins & Associates, Inc.,  
Madison  
John Waterman, Schwa Development,  
Madison  
Kevin Dittmar, Washington Co.  
La Macchia Group, Southeast Wisconsin  
Legacy Development Co., Racine  
Livesey Company, Madison  
Mandel Group, Southeast Wisconsin  
Mann Capital Management, Walworth  
Maures Development Group, Milwaukee  
MLG Development, Wisconsin  
M.P. Land, Inc., Oconomowoc  
Munz Corp, Madison  
McGrath Associates, Madison  
North Central Group, Middleton  
Northern States Development, Madison  
Nelson Group, Madison  
Oakbrook Corporation, Madison  
Oconomowoc Realty, Waukesha  
Opitz Realty, Inc. Madison

Park Towne Development Corp, Madison  
Payne & Dolan, Inc., Wisconsin  
Peter Schwabe, Brookfield  
Raven Development, Madison  
Renschler Company, Madison  
Rifken Group, Madison  
Roarke and Smith  
Rod Engel, Southeast Wisconsin  
Rollie Winter + Associates, Appleton  
Ruedebush Commercial Investment,  
Madison  
Ryan Companies, Fitchburg  
Stone House Development, Inc.,  
Madison  
Timothy J. Dixon, Milwaukee  
Tracy Group, Southern Wisconsin  
T. Wall Properties, Inc., Madison  
Urban Land Interests, Inc. Madison  
VJS Development Group, Southeast  
Wisconsin  
VK Development, Wisconsin & Florida  
Welton Enterprises, Madison  
Wimmer Brothers, Hales Corners  
WTG Corporation, Madison

## Retail Centers: Managers, Developers & Operators

Ariel Preferred Outlets  
Bayshore Town Center  
Brookfield Square  
Continental Properties  
General Growth Properties  
Hilldale Shopping Center

Joseph Freed & Associates  
Lauth Property Group  
Opus  
Steiner & Associates  
Simon Property Group  
South Bank-Tempe Town Lake

Southridge Mall  
The Cannery  
The Shoppes of Prairie Ridge  
The Shops of Grand Avenue  
Urban Retail Properties

**Retail Outlets**

Advanced Auto Parts	Goodyear Tire & Rubber Co.	Rapid Mart Service Station
Applebees	Hard Rock Cafe	Sak's Inc.
Barnes & Noble	Home Depot Stores	Sears
Bed, Bath & Beyond	Honda	Sendik's
Boston Store	inPlay	Shell Stations
Boucher Group, Inc.	Jewel-Osco	Shopko Stores
Braeger Company	Kohl's Department Stores	Sonic
Burr Ridge Village	Kroeger	Steve & Barry's
California Pizza Kitchen	Landmark Factory Stores	Target
Carson Pirie Scott	Landrover	Toyota
Cheesecake Factory	McDonald's	Trader Joe's
Circuit City	Menards Stores	Walgreen's
Colder's Furniture	Mobil Stations	Walmart
Costco Wholesale Stores	Open Pantry	Whole Foods
Culver's Restaurant	Pamida Stores	Woodmans
CVS Stores	Pick 'N Save Stores	Yonkers
Devon's	Pizza Hut	
Gardener's Mini Mart	PM Bedroom Gallery	

**Congregate Living (Elderly Housing) Providers & Developers**

Brookdale Senior Living, Madison, WI	The Kenwood, Minneapolis, MN	Oak Park Development Services, Madison
Brighton Gardens, St. Charles, IL	King Bruwaert, Hinsdale, IL	Oakton Arms, Des Plaines, IL
Classic Residence by Hyatt, Glenview, IL	Linden Grove, Inc., New Berlin, WI	Parkside Senior Living, DeForest, IL
Charles Court, Naperville, IL	Menomonee Falls, WI	Poplar Creek Elderly Housing, Hoffman Estates, IL
CJE/Lieberman, Chicago, IL	Linden Place, Arlington Heights, IL	Resurrection Retirement Community, Chicago, IL
CJE/Drexel, Deerfield, IL	Mary E. Bivins Foundation Childers Place, TX	Ryan Farrelly Apartments, Oak Park, IL
Concordia Village, Springfield, IL	Meriter Retirement Community, Madison, WI	St. Benedict's Home for the Aged, Niles, IL
Convent of the Holy Spirit, Northfield, IL	Milwaukee Protestant Home, Milwaukee, WI	St. Joseph Congregate Housing, Chicago, IL
Dom Sisters of St. Mary of the Springs, OH	Misericordia Skilled Nursing, Chicago, IL	Seasons of Glenview, Glenview, IL
Encore Senior Living, Madison, WI	Moorings Healthcare Center, Arlington Heights, IL	Skilled Care Nursing Res Holy Family, IL
Golfview Elderly Housing, Des Plaines, IL	Natalie Salmon Home, Chicago, IL	Tabor Hills Healthcare Center, Naperville, IL
Grand Rapids Dominicans, MI	Northwest Community Continuing Care Center, IL	Westminster Village, Scottsdale, AZ
Heartland Development Madison, WI	The Oaks, Oak Park, IL	
Hines V.A. Elderly Housing, Hines, IL		
Holy Family Villa, Lemont, IL		
Independent Living Retirement, Madison, WI		

# Design Guidelines

	Developer Friendly	Discretionary Emphasis	Regulatory Emphasis	Design Process Focus	Form-Based	Regulating Plan	Hybrid	Residential Pattern Book	Commercial/Mixed Use	Conservation	Illustrated	Urban/Compact Context	Suburban Context	Rural Context
<b>CONVENTIONAL ORDINANCE</b>	Village of Marshall Zoning Code Update <i>(Marshall)</i>		<input checked="" type="checkbox"/>						<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
	Caledonia Commercial Manual & Twelve Oaks <i>(Caledonia)</i>	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>							
	Town of Erin Zoning Code Update <i>(Erin)</i>		<input checked="" type="checkbox"/>							<input checked="" type="checkbox"/>				<input checked="" type="checkbox"/>
	Town of Lowell Zoning Ordinance <i>(Lowell)</i>		<input checked="" type="checkbox"/>							<input checked="" type="checkbox"/>				<input checked="" type="checkbox"/>
	Town of Grafton Zoning Ordinances <i>(Grafton)</i>	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>					<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
	Town of Holland Rural Cluster Zoning <i>(Holland)</i>	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>
	West Bend Zoning Code <i>(West Bend)</i>		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>							<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	
<b>OVERLAY PLAN</b>	City Center <i>(New Berlin)</i>	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>							
	Park East Form-Based Code <i>(Milwaukee)</i>		<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
	Prairie Du Sac Design Guidelines <i>(Prairie Du Sac)</i>	<input checked="" type="checkbox"/>						<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	
	University Avenue Corridor <i>(Madison)</i>		<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>					<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
	West Main Street Corridor Plan <i>(Sun Prairie)</i>				<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
<b>GUIDELINE REFERENCE</b>	Summit Design Guidelines <i>(Summit)</i>		<input checked="" type="checkbox"/>				<input checked="" type="checkbox"/>							
	Westtown Design Guidelines <i>(Milwaukee)</i>		<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	
	Franklin Crossroads Plan <i>(Franklin)</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>				<input checked="" type="checkbox"/>	
	Windsor Crossing Design Guidelines <i>(Windsor)</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	
<b>PRIVATE SECTOR</b>	West Prairie Village <i>(Sun Prairie)</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>							
	Golden Meadows <i>(Sun Prairie)</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>							
	New Luxembourg Pattern Book <i>(Belgium)</i>							<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	



**DATE:** May 17, 2016

**SUBJECT:** RESOLUTION 4788(7) to consider approving a Combined Discharge of Sewerage Effluent Easement Agreement with Applied Material Solutions (AMS)

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

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**BACKGROUND/HISTORY:**

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 will manufacture a 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 on February 2, 2016 the Common Council approved two agreements for Applied Materials Solutions (AMS) a Watermain and Sanitary Easement. The easements allowed for AMS to connect to the City's infrastructure in the front of the Waste Water Treatment Plant (WWTP) building. As stated at its January 19 Committee of the Whole and February 2 meeting, this was Phase one of the total project.

Phase two of the project allows for AMS to discharge treated effluent to the WWTP discharge line at the rear of the WWTP property. This connection is critical to AMS, as it will reduce the overall wastewater product being introduced into the City's treatment plant and will reduce water billing to AMS still creating a mutually beneficial partnership between the City and AMS. AMS has been issued a Wisconsin Pollutant Discharge Elimination System Permit (WPDES) permit from the Wisconsin Department of Natural Resources which has set limits for their final effluent.

**BUDGET/FISCAL IMPACT:**

**RECOMMENDATION:**

Staff is recommending approval of a Combined Discharge of Sewerage Effluent Easement Agreement with Applied Material Solutions (AMS)

**TIMING/IMPLEMENTATION:**

This item will be for discussion at the May 17, 2016 Committee of the Whole meeting. It will be brought back to the June 7, 2016 Common Council meeting for final approval.

**ATTACHMENTS:**

Easement Agreement

**A RESOLUTION CONVEYING A COMBINED DISCHARGE OF SEWERAGE EFFLUENT  
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 at 1956 S. Pine Street, creates a particular sanitary sewerage (effluent) that is treated. The treated effluent may be discharged into the Fox River by Integrated/Applied Material Solutions (AMS) constructing a sanitary sewer main that connects the Integrated/AMS treatment system to the sanitary sewerage discharge main, which is used by the City to discharge the City's treated sanitary sewerage into the Fox River. Both the Integrated/AMS treated effluent and the City treated effluent will be discharged, in a combined manner, into the Fox River through the City main, which has been approved by the Wisconsin Department of Natural Resources. The Integrated/AMS Main will (i) traverse from the Integrated/AMS property, (ii) onto the City parcel, and then connect to the City main. The easement allows Integrated/AMS to (i) construct and use the Integrated/AMS main, and (ii) connect the Integrated/AMS main to the City main for the combined discharge; and,

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

A 20' 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 ¼ of Section 9, Township 2 North, Range 19 East, City of Burlington, Racine County, Wisconsin, described more particularly as follows:

Commencing at the North ¼ corner of said Section 9; thence S0°15'10"E, along the West line of said Northeast ¼ Section, 1,319.48'; thence S89°58'54"E, 249.91' to the Northwest corner of said Parcel One; thence S89°58'54"E, along the North line of said Parcel One, 124.79', to the place of beginning; thence S15°31'42"E, 456.77'; thence N74°28'18"E, 20.00'; thence N15°31'42"W, 451.20', to the North line of said Parcel One; thence N89°58'54"W, 20.76' to the place of beginning; said easement contains 0.21 acres more or less.

**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: May 17, 2016  
Adopted:

\_\_\_\_\_  
Jeannie Hefty, Mayor

Attest:

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

AGREEMENT FOR THE COMBINED DISCHARGE  
OF SEWERAGE EFFLUENT

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; and
- c) APPLIED MATERIAL SOLUTIONS, INC. (hereinafter referred to as “AMS”), being an Illinois corporation, with offices located on the below-described “Integrated Property”.

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 and used by AMS for its below-described “Business”.

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, and shown as “Parcel No. 1” in Certified Survey Map No. 1387 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.

As a result of its Business operations, AMS creates a particular sanitary sewerage (the “AMS Effluent”) that (i) must be treated in accordance with the applicable laws, rules, and regulations of the State of Wisconsin, and (ii) then discharged into the Fox River that flows in the vicinity of the Integrated Property.

To accomplish the treatment of the AMS Effluent, AMS has installed the necessary equipment and created the necessary operational procedures (collectively, the “AMS Treatment System”) to treat the AMS Effluent, in accordance with all of the laws, rules, and regulations of Wisconsin, on site on the Integrated Property.

Once the AMS Effluent is treated by the AMS Treatment System, the City and AMS (and Integrated) have agreed that the AMS treated effluent (the “AMS Treated Effluent”) may be discharged into the Fox River by AMS constructing a sanitary sewer main (the “AMS Main”) that connects the AMS Treatment System to the sanitary sewerage discharge main (the “City Main”), which is used by the City to discharge the City’s treated sanitary sewerage (the “City Treated Effluent”) into the Fox River. In this fashion, both the AMS Treated Effluent and the City Treated Effluent will be discharged, in a combined manner, into the Fox River through the City Main (the “Combined Discharge”).

The use by AMS of the AMS Treatment System and the proposal with the City for the Combined Discharge have been approved by the State of Wisconsin Department of Natural Resources (the “DNR”), as indicated in the DNR letter (the “DNR Letter”) dated March 25, 2016 that is attached hereto as Exhibit C.

The DNR Letter indicates that AMS has been issued a Wisconsin Pollutant Discharge Elimination System (“WPDES”) permit for the foregoing AMS treatment/discharge systems, the AMS WPDES permit (the “AMS Permit”) having Permit No. WI-0065684-01. The present WPDES permit that the DNR has issued to the City (the “City Permit”) is Permit No. WI-0022926-09-0.

To accomplish the Combined Discharge described above, the AMS Main will (i) traverse from the Integrated Property, (ii) onto the City Parcel, and then connect to the City Main. The location of the installed AMS Main traversing the City Parcel is depicted in attached Exhibit D. Such location of the AMS Main on the City Parcel is hereinafter referred to as the “Route”.

AMS/Integrated wishes to enter into an agreement with the City, and the City wishes to enter into an agreement with AMS/Integrated, that allows AMS/Integrated to (i) construct and

use the AMS Main as described above, and (ii) connect the AMS Main to the City Main for the Combined Discharge described above. Integrated, AMS, and the City are entering into this present Agreement for such purposes.

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, C, and D.

Grant of Easement Rights

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 AMS 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 allowing Integrated to construct, install, operate, maintain, repair, and/or replace the AMS 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 AMS 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, Integrated (and not the City) shall be responsible for any restoration of the disturbed area, at Integrated's own cost and expense, to the condition of the Easement Area existing just prior to the said work.

4. Good Working Condition. Integrated shall, at its own cost and expense, keep the AMS Main, as well as the portion of the AMS 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. The City may, at any time and at the cost and expense of the City, inspect and/or test the entire AMS Main (whether located on the Integrated Property and/or the City Parcel) to ensure the compliance of the AMS Main with the foregoing provisions.

5. Emergency Repairs. In the event that there is an emergency (as determined by the City) that requires a repair or replacement to the AMS Main (and including the portion of the AMS 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 AMS Main. If any portion of the AMS 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. The foregoing grant of Easement rights shall, subject to the terms of this Agreement, run with the land of the Integrated Property and the City Parcel and shall be binding upon and shall inure to the benefit of the parties hereto, and their successors or assigns.

#### Combined Discharge

8. Compliance with the Law. Both the City and AMS shall fully and timely comply with all of the laws, rules, directives, and regulations of the State of Wisconsin (including, but not limited to, the DNR), with respect to:

- a) The operation of their respective sanitary sewer treatment facilities;
- b) The treatment of their respective sanitary sewerage/effluent;
- c) Compliance with their respective WPDES Permits issued by the DNR to the City and to AMS.

9. Construction of the AMS Main. AMS/Integrated shall construct, install, maintain, repair, and/or replace the AMS Main, at AMS/Integrated's own cost and expense, in full compliance with:

- a) The provisions of the DNR Letter (Exhibit C); and
- b) The provisions of its AMS Permit issued by the DNR; and
- c) The specifications, drawings, diagrams, and construction details approved by the City prior to any such work being commenced by AMS/Integrated.

10. Emergency Action. In the event that (i) there is a failure of compliance with the provisions of above Paragraph 8 with respect to the Combined Discharge coming out of the City Main and into the Fox River, and (ii) in the further event such failure of compliance is caused by the failure of AMS to conduct its AMS Treatment System in compliance with the provisions of above Paragraph 8, then the City (whether through its employees or an independent contractor(s)) may take immediate steps to stop the flow of the AMS Treated Effluent into the City Main. Except in the case of an emergency, the City shall try to first give AMS oral and/or written notice of the remedial steps proposed by the City (i.e. to stop the AMS Treated Effluent from flowing into the City Main), but any such prior notice is not a condition precedent for the City to take such steps.

11. Repair/Replacement of the City Main. At such time(s) as the City (in the City's sole discretion) elects to undertake maintenance, repairs, and/or replacements of that portion of the City Main through which AMS Treated Effluent flows into the Fox River, then:

- a) Such work shall be done by the City, as a City project (the "Project"); and
- b) AMS shall reimburse the City for its share of the actual final costs of the Project (including legal, engineering, consulting, and construction costs) attributable to the portion of the City Main so used by AMS, and further based on the percentage that the AMS Effluent Treatment flow bears to the total effluent flow coming out of the City Main and into the Fox River.
- c) The City shall provide to AMS copies of any and all documents pertaining to the Project that AMS may reasonably request.

Further Provisions

12. Term of the Agreement. This Agreement shall continue to be in effect indefinitely unless and until one of the following events occurs:

- a) The parties agree in writing to amend and/or cancel this Agreement; or
- b) The City, as a part of any redesign and/or reconstruction of its presently-existing sanitary sewerage facilities, determines, in its sole discretion, that the City Main is no longer needed for the City's sanitary sewerage system, and/or the City Main needs to be relocated; or
- c) The City is ordered by a governmental body (including, but not limited to, the DNR) to discontinue the use of the City Main and/or its discharge of effluent into the Fox River.

13. DNR Testing. The parties to this Agreement shall cooperate and coordinate with each other with respect to any testing and/or inspection requirements imposed by the DNR (or any other governmental body) of the AMS Main and/or the City Main, and/or the sanitary sewerage treatment facilities of AMS and/or the City.

14. Mutual Indemnification. Integrated, AMS, and the City shall, and hereby do, indemnify and hold each other harmless from and against any costs, expenses (including, but not limited to, reasonable actual attorney fees), claims, damages, judgments, and/or liability of any nature whatsoever, that may arise, directly or indirectly, as a result of any failure of a party to fully and timely fulfill any obligation imposed upon that party under this Agreement.

15. Binding Effect. This Agreement shall inure to the benefit of, and be binding upon, Integrated, AMS, and the City, and their respective successors and/or assigns.

16. Recording. Upon the execution of this Agreement by all of the parties, this Agreement shall be recorded by the City at the offices of the Register of Deeds for Racine County, Wisconsin.

17. 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/representatives, have executed this Agreement as of the date indicated above.

CITY:  
City of Burlington

INTEGRATED:  
Integrated Lubricants of Wisconsin, Inc.

By: \_\_\_\_\_  
Jeannie Hefty  
Mayor

By: \_\_\_\_\_  
Tom Rebernak  
President

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

AMS:  
Applied Material Solutions, Inc.

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

Authentication

Signatures of Jeannie Hefty, Mayor; Diahnn Halbach, City Clerk; \_\_\_\_\_;  
and Tom Rebernak authenticated this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

---

Atty. John M. Bjelajac  
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

That part of the North 1/2 of Section 9, Township 2 North, Range 19 East of the Fourth Principal Meridian, said Land being in the Town (now City) of Burlington, County of Racine, State of Wisconsin, bounded as follows:

Commencing at an iron pipe in the Northwest corner of Section 9; run thence North along the West line of Section 4, 643.26 feet to an iron pipe; thence South 89° 09' East 1970.60 to a nail in the centerline of State Trunk Highway #83; thence South 23° 21' East along said centerline 1327.28 feet to a nail and the point of beginning of the following described parcel; thence East 1464.89 feet to an iron pipe; thence South 0° 29' East 443.71 feet to an iron pipe on the West right-of-way line of the Soo Line Railroad; thence South 36° 36' East 417.93 feet to a point on the West right-of-way line of the Soo Line Railroad and on the North line of the South 1/2 of the Northeast 1/4 of said Section 9; thence North 89° 28' West along said North line 1387.50 feet to a nail in the centerline of State Trunk Highway #83; thence North 23° 21' West along said centerline of 834.00 feet to the point of beginning. Excepting the Soo Line right-of-way. Further excepting those lands conveyed to the State of Wisconsin, Department of Transportation recorded as Document No. 1450643.

Tax Key No.: 206-02-19-09-003-000

Address: 1956 Pine Street South

(Signatures may be authenticated or acknowledged. Both are not necessary.)

**NOTE: THIS IS A STANDARD FORM. ANY MODIFICATIONS TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.**

**WARRANTY DEED**

**2003 STATE BAR OF WISCONSIN**

**FORM NO. 1-2003**

\*Type name below signatures



CERTIFIED SURVEY MAP NO. 1387

BEING A PART OF THE SOUTHWEST 1/4 AND THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 9, TOWN 2 NORTH, RANGE 19 EAST, IN THE TOWN OF BURLINGTON, COUNTY OF RACINE, STATE OF WISCONSIN.

LOT NO.	ARC LENGTH	RADIUS LENGTH	CHORD LENGTH	CHORD BEARING	CENTRAL ANGLE	DEFLECTION ANGLE
1	907.70	6004.28	906.83	S 44°44'02" E	08°39'42"	04°19'51"
2	922.28	5904.28	921.08	S 45°39'59" E	08°56'50"	04°28'25"

SURVEYOR'S CERTIFICATE:

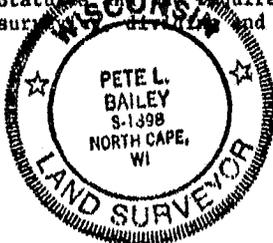
I, PETE L. BAILEY, Registered Land Surveyor, do hereby certify:

THAT I have surveyed, divided and mapped a tract of land in the Southwest 1/4 and the Southeast 1/4 of the Northeast 1/4 of Section 9, Town 2 North, Range 19 East, in the Town of Burlington, County of Racine, State of Wisconsin. Commence at the North 1/4 corner of said Section; thence S 01°41'55" E, along the West line of said 1/4 Section, 1319.48 feet to a point; thence N 88°34'21" E, 213.82 feet to a point in the centerline of S.T.H "83" and the point of beginning; thence continuing N 88°34'21" E, 2239.28' to a point being 50' plus or minus west of the high water mark of the Fox River; thence S 09°54'51" E, 667.20 feet to a point being 50' plus or minus west of the high water mark of the Fox River; thence S 88°34'21" W, 2044.55 feet to a point in the centerline of S.T.H "83"; thence N 25°18'39" W, along said centerline, 721.70 feet to the point of beginning.

THAT such map is a correct representation of all the exterior boundaires of the land surveyed and the land-division thereof made.

THAT I have made such survey, land-division and map by the direction of the owners of said lands.

THAT I have fully complied with the provisions of Chapter 236 of the Wisconsin Statutes and the requirements of the County of Racine and the Town of Caledonia in surveying and mapping the same.



*Pete L. Bailey*

AMERICAN SURVEYING COMPANY, INC.  
PETE L. BAILEY, RLS NO. 1398  
Dated this 19th day of August, 1988.  
REVISED THIS 28th DAY OF SEPT, 1988

OWNER'S CERTIFICATE OF DEDICATION:

As owners, We here by certify that We caused the land described on this map to be surveyed, divided, dedicated and mapped as represented on this map. We also certify that this map is required by s.236.10 or s.236.12 to be submitted to the following for approval or objection: Town of Burlington, County of Racine, Department of Planning and Zoning.

WITNESS the ahnd and seal of said owners this 24 day of August, 1988.

IN PRESENCE OF:

*[Signature]*  
WITNESS

*[Signature]*  
WITNESS

*[Signature]* (SEAL)  
ROBERT S. BADAME

*[Signature]* (SEAL)  
ROSEMARY C. BADAME

VOLUME 4  
PAGE 332

CERTIFIED SURVEY MAP NO. 1387

Page 3 of 3

BEING A PART OF THE SOUTHWEST 1/4 AND THE SOUTHEAST 1/4 OF THE  
NORTHEAST 1/4 OF SECTION 9, TOWN 2 NORTH, RANGE 19 EAST, IN THE  
TOWN OF BURLINGTON, COUNTY OF RACINE, STATE OF WISCONSIN.

OWNER'S CERTIFICATE OF DEDICATION: (continued)

STATE OF WISCONSIN) SS  
(WALWORTH COUNTY)

Personall came before me this 30th day of August, 1988, the above named  
~~ROBERT C. BADAME~~ AND ROSEMARY C. BADAME to me known to be the person who executed  
the foregoing instrument and acknowledge the same.

Dianna K. Parker  
NOTARY PUBLIC, STATE OF WISCONSIN  
My commission expires 5-29-89

PLANNING COMMISSION APPROVAL:

APPROVED by the Planning Commission of the Town of Burlington on this \_\_\_\_\_ day  
of \_\_\_\_\_, 1988.

Cecil Ketterhagen  
CHAIRMAN

SECRETARY

TOWN BOARD APPROVAL:

APPROVED by the Town Board of the Town of Burlington on this 19th day of  
October, 1988.

Cecil Ketterhagen  
TOWN CHAIRMAN  
Marie & Manuel Clark  
TOWN CLERK

COUNTY OF RACINE, DEPARTMENT OF PLANNING AND ZONING:

APPROVED by the County of Racine, Department of Planning and Zoning on this 6th  
day of September, 1988.

Frank A. Riesen  
PLANNING AND ZONING DIRECTOR

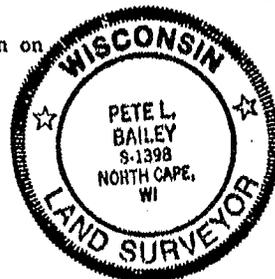
THIS INSTRUMENT WAS DRAFTED BY PETE L. BAILEY.

Pcl | 002-02-19-09-002-110  
Outlot | -  
002-02-19-09-002-120  
From all of -  
002-02-19-09-002-100

CITY OF BURLINGTON EXTRATERRITORIAL APPROVAL:

APPROVED BY THE Common Council of the City of Burlington on  
this \_\_\_\_\_ day of \_\_\_\_\_, 1988.

Steven Deane  
MAYOR  
Ralph J. Epping  
City Clerk



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PAGE 333

**GENERAL ACKNOWLEDGMENT**

NO. 201

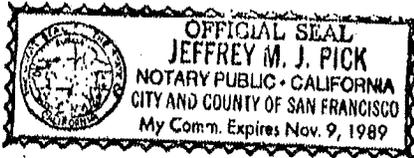
State of CA  
County of SF } ss.

On this the 27 day of AVG 1988, before me,

JEFFREY M. J. PICK

the undersigned Notary Public, personally appeared

ROBERT S. BADAME



personally known to me  
 proved to me on the basis of satisfactory evidence  
to be the person(s) whose name(s) IS subscribed to the  
within instrument, and acknowledged that He executed it.  
WITNESS my hand and official seal.

Notary's Signature

*[Handwritten Signature]*

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PAGE 334

7110 122

NATIONAL NOTARY ASSOCIATION • 23012 Ventura Blvd. • P.O. Box 4625 • Woodland Hills, CA 91365-4625

State of Wisconsin  
DEPARTMENT OF NATURAL RESOURCES  
101 South Webster Street  
P.O. Box 7921  
Madison, WI 53707-7921

Scott Walker, Governor  
Cathy Stepp, Secretary  
Telephone (608) 266-2621  
FAX (608) 267-3579  
TDD (608) 267-6897



March 25, 2016

IN REPLY REFER TO: S-2015-0670A

Travis Hale, Director of Engineering  
Applied Material Solutions, Inc.  
1001 E. Centralia St.  
Elkhorn WI 53121

Subject: Revised Construction Plans and Specifications for the Installation of an Effluent Pipe for Applied Material Solutions, Inc. – Burlington, WI

Dear Mr. Hale:

The Division of Environmental Management is conditionally approving revised plans and specifications to serve Applied Material Solutions, Inc. (AMSI) located at 1956 S. Pine St., Burlington, WI. The submitted documents include revised plans and specifications for the installation of approximately 1411 linear feet of 8-inch effluent PVC SDR-35 pipe. The documents were submitted under the signature of David K. Vivian, P.E. with Lynch & Associates Engineering Consultants, LLC, New Berlin, WI and received for approval on March 18, 2016.

The plan revisions were prepared to adjust the alignment of the effluent pipe to avoid wetland areas and maintain standard construction depth. AMSI has received approval from the City of Burlington to connect to the effluent pipe of the Burlington Wastewater Treatment Facility located at 2100 S. Pine St., Burlington, WI. The combined effluent will discharge at Outfall 001 to the Fox (IL) River as described in the Wisconsin Pollutant Discharge Elimination System (WPDES) permit No. WI-0022926-09-0.

The Department used the submitted revised plans and specifications along with other documents included on file with the Department as the basis for this conditional approval.

The revised plans and specifications are hereby approved in accordance with s. 281.41, Wis. Stats., Approval Number S-2015-0670A, subject to the following conditions:

1. The proposed effluent pipe be installed in accordance with revised plans and specifications, and the conditions of the original approval (refer to DNR approval letter project S-2015-0670 dated November 20, 2015).

These revised plans and specifications have been reviewed in accordance with s. 281.41, Wis. Stats. Where necessary, plans and specifications should be submitted to the Department of Safety and Professional Services (Safety and Building Division) or other state or local agencies to insure conformance with applicable codes or regulations of such agencies.

The Division of Environmental Management reserves the right to order changes or additions should conditions arise making this necessary.

This approval is not to be construed as a Department determination on the issuance of a WPDES permit or an opinion as to the ability of the proposed system to comply with effluent limitations in such permit, or an approval for any activities requiring a permit under ch. 30 or 31, Wis. Stats.

Tangible personal property which becomes part of a waste treatment or pollution abatement plant or equipment, may be exempt from sales tax under s. 77.54(26), Wis. Stats. Similarly, property purchased or constructed as a waste treatment facility and used for the treatment of industrial wastes may be exempt from general property taxes under s. 70.11(21), Wis. Stats. A prerequisite to exemption is the filing of a statement on forms prescribed by the Department of Revenue. To obtain the necessary forms, and information on whether or not your property qualifies for these exemptions, please contact the Department of Revenue, P.O. Box 8933, Madison, Wisconsin, 53708.

In case installation of these improvements has not been commenced within two years from this date, this approval shall become void. After two years, therefore, new application must be made for approval of these or other plans and specifications before any construction is undertaken.

If you believe you have a right to challenge this decision made by the Department, you should know that Wisconsin statutes, administrative codes and case law establish time periods and requirements for reviewing Department decisions.

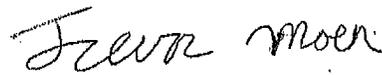
To seek judicial review of the Department's decision, ss. 227.52 and 227.53, Wis. Stats., establish criteria for filing a petition for judicial review. Such a petition shall be filed with the appropriate circuit court and shall be served on the Department. The petition shall name the Department of Natural Resources as the respondent.

To request a contested case hearing pursuant to s. 227.42, Wis. Stats., and ch. NR 2, Wis. Adm. Code, you have 30 days after the decision is mailed, or otherwise served by the Department, to serve a petition for hearing on the Secretary of the Department of Natural Resources. The filing of a request for a contested case hearing is not a prerequisite for judicial review.

STATE OF WISCONSIN  
DEPARTMENT OF NATURAL RESOURCES  
FOR THE SECRETARY



Barton T. Chapman, P.E.  
Wastewater Section Chief  
Bureau of Water Quality



Trevor J. Moen  
Wastewater Engineer  
Wastewater Section

cc: David K. Vivian, P.E. – Lynch & Associates Engineering Consultants, LLC, 5482 S. Westridge Dr., New Berlin, WI  
Timothy Thompson/Laura Dietrich/Nick Lent – Milwaukee DNR Service Center  
Permit File (WPDES Permit No. WI-0065684-01)  
Plan File

**EXHIBIT D**  
**FORCE MAIN EASEMENT EXHIBIT**  
**CITY OF BURLINGTON, RACINE COUNTY, WI**

**EASEMENT LEGAL DESCRIPTION**

**FORCE MAIN EASEMENT**

A 20' 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, 124.79', TO THE PLACE OF BEGINNING; THENCE S15°31'42"E, 456.77'; THENCE N74°28'18"E, 20.00'; THENCE N15°31'42"W, 451.20', TO THE NORTH LINE OF SAID PARCEL ONE; THENCE N89°58'54"W, 20.76' TO THE PLACE OF BEGINNING; SAID EASEMENT CONTAINS 0.21 ACRES MORE OR LESS.

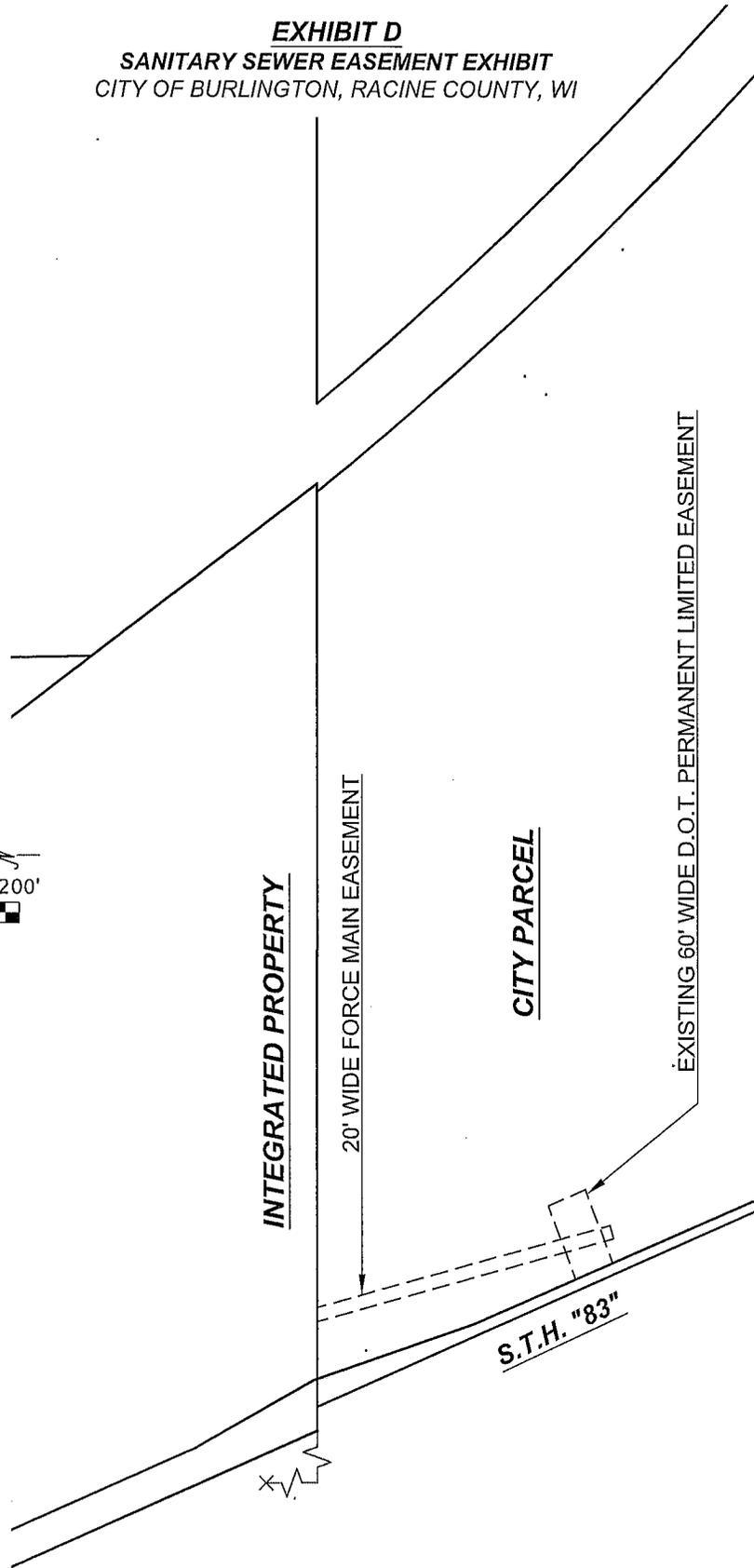
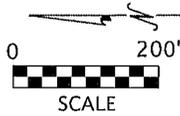


LYNCH & ASSOCIATES  
SURVEYORS & ENGINEERS, INC.  
NEW BERLIN, WI

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

LAST REV. 5/5/2016  
SHEET 1 OF 3

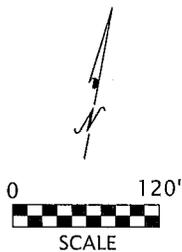
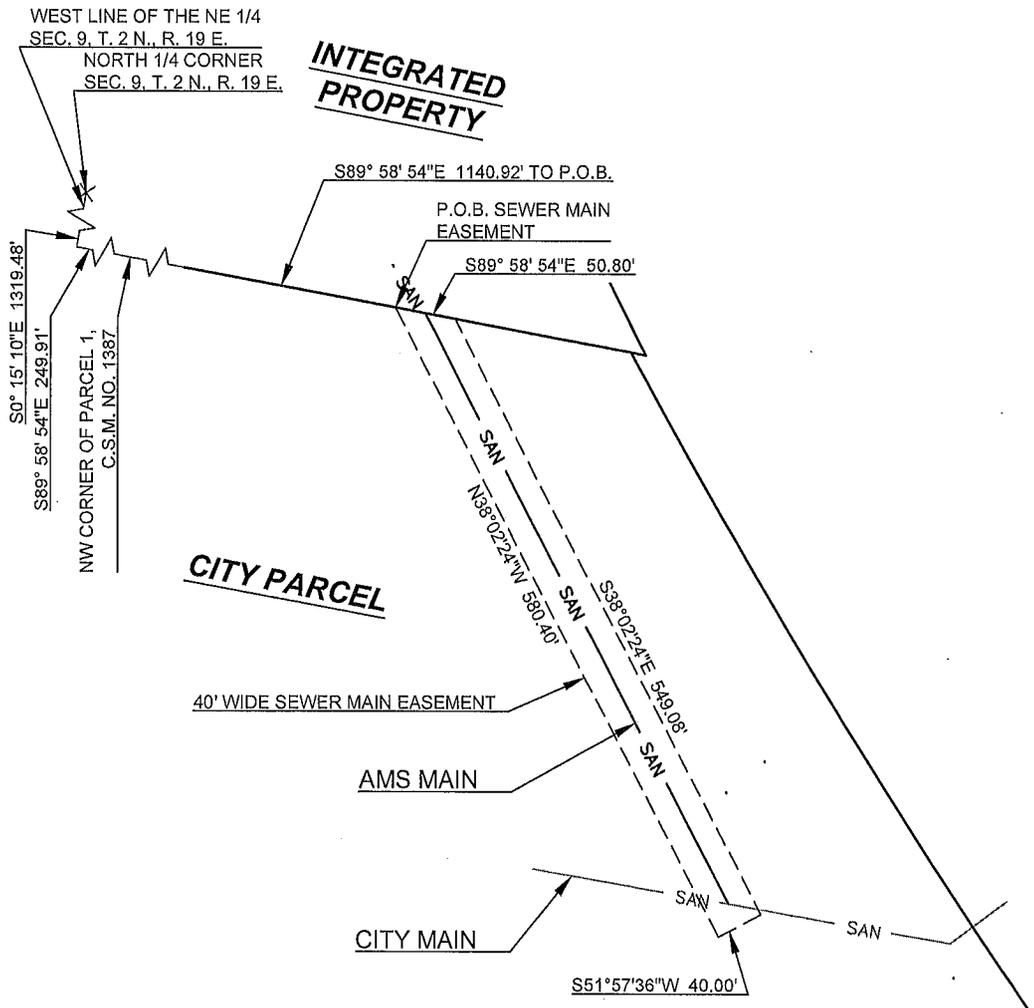
**EXHIBIT D**  
**SANITARY SEWER EASEMENT EXHIBIT**  
CITY OF BURLINGTON, RACINE COUNTY, WI



**LYNCH & ASSOCIATES**  
ENGINEERS, ARCHITECTS, PLANNERS, INC.  
5482 S. WESTRIDGE DRIVE  
NEW BERLIN, WI 53151  
(262) 402-5040

LAST REV. 5/5/2016  
SHEET 2 OF 3

**EXHIBIT D-3**  
**SANITARY SEWER EASEMENT EXHIBIT**  
**EASEMENT DETAILS**  
 CITY OF BURLINGTON, RACINE COUNTY, WI



  
**LYNCH & ASSOCIATES**  
 ENGINEERING-PLANNING-ENVIRONMENTALS, LLC  
 5482 S. WESTRIDGE DRIVE  
 NEW BERLIN, WI 53151  
 (262) 402-5040

LAST REV. 5/5/2016  
 SHEET 3 OF 3



**COMMON COUNCEL AGENDA ITEM**

**NUMBER: 10**

**DATE:** May 17, 2016

**SUBJECT:** RESOLUTION 4789(8) Approval to Allow Doug Snyder of Baxter & Woodman to Design and Submit Plans for the Softening Resin System to be installed at Well 11 that will Remove Radium and Strontium with a DNR Submittal Deadline of June 30, 2016 to obtain funding for 2017

**SUBMITTED BY:** James Bergles, Director of Public Works

**BACKGROUND/HISTORY:**

On May 3, 2016 the Committee of the Whole discussed the proposed upgrade to Well 11 that will treat Radium and Strontium. During the discussion, more information was requested that would provide a more diverse picture of the future water supply for the City of Burlington. These items were covered in the initial presentation from Doug Snyder. During Mr. Snyder's February presentation, he introduced three different methods we could use to remove radium from Well 11. Mr. Snyder also presented an idea of building a new water tower that would provide gravity pressure to the system instead of our current pumped pressure. Building a new water tower is estimated to be equal to or somewhat cheaper than having our current tower(s) repainted. Whatever the board decides for the future, Well 11 needs to be repaired first before any upgrade or repair can take place.

The previous report highlighted the storage needs through the year 2035 and included the possibility of a new 500,000 gallons (.5 mg) water tower with the possible removal of the Origen Street Tower and Dunford Drive storage tank. The report also identified three options for Radium removal at Well 11 along with the possibility of future Strontium removal.

Option 1. Water Remediation Technology (WRT) Resin. WRT provides a total solution for radium and strontium removal from drinking water. WRT provides the process equipment, treatment media, and provides system maintenance with the exchange and safe, licensed disposal of used media. This is the only option that will reduce the radium and strontium levels in the sludge at the wastewater treatment plant.

Option 2. Softening Resin. This option will remove both radium and strontium and include a phosphate addition to prevent corrosion of our existing distribution lines. The City will see a slight increase in phosphorus at the treatment plant that would be countered by raising our ferric chloride amount to the wastewater treatment process. This option would allow existing home softener to be used less or removed completely.

Option 3. Hydrous Manganese Oxide (HMO). HMO is currently treating radium at Wells 9 and 10. This process only removes radium and does not remove strontium. Strontium is not currently regulated, but is on the EPA watch list for future regulation. The existing City wells have strontium levels that are above the limit currently proposed by the EPA. The HMO chemical has a high yearly cost and the equipment is labor intensive to keep operating.

**BUDGET/FISCAL IMPACT:**

Well 11 upgrade costs are estimated as such:

Option 1 WRT is estimated at \$1.9 million with maintenance cost of \$560 per million gallons pumped. Option 2 Softening is estimated at \$1.0 million with a maintenance cost of \$50 per million gallon pumped with an additional < \$2000 for phosphate addition per year. Phosphate addition helps protect our pipes from the softened water.

Option 3 HMO is estimated at \$1.0 million with an estimated maintenance of \$50 per million gallons pumped but I feel it will be higher after viewing operations at well 9-10.

Currently, another municipality has backed out of this year's Safe Drinking Water Loan Program. This has opened up 34 million dollars more in available money which makes obtaining our loan easier if we decide to go ahead with the 2017 program. The Safe Drinking Water Loan Program runs on a 20-year repayment cycle unless a shorter term is asked for. Our estimated yearly payment on a \$1.2 million loan would be \$60,000 principle payment with a starting \$24,000 interest payment per year. The current Safe Drinking Water Loan interest rate is under 2%.

Our 2016 budget allocated \$900,000 towards the Well 11 upgrade. It also has \$1.4 million allocated towards our Standpipe Painting. Funding this project seems feasible without using the Clean Water Fund Loan. By using the CWFL we will retain a larger cash balance in our water account.

The last cost that will be covered is the cost of design. Baxter & Woodman has projected a cost of \$78,000 to design and submit the paper work on the upgrade process the City chooses to pursue. The design cost can be recovered from the Clean Water Fund Loan providing we submit a Reimbursement Resolution for payment before applying for the Clean Water Fund Loan from the Wisconsin DNR.

**RECOMMENDATION:**

The recommendation from Staff is to upgrade Well 11 with option 2 of softening that will remove Radium and Strontium. We do not recommend upgrading any towers at this time. Staff sees a benefit to Option 2 of Softening Resin because it removes both of the natural elements that Well 11 tests high in. It will also help soften our water leading to a benefit to the home owner with less salt use in softeners. Staff also understands there will be a lower maintenance cost compared to the HMO process. We will need to add a phosphate to our system because of pumping softer water. The price for the phosphate is estimated to be under \$2000 a year per well.

**TIMING/IMPLEMENTATION:**

This item will be for approval at the May 17, 2016 Common Council meeting. By having our plans submitted before June 30 will allow us to access state funding for 2017. If we delay our decision or cannot complete the funding paper work before June 30, we will have to wait for the next funding cycle to open up for 2018 where money could be harder to obtain.

**ATTACHMENTS:**

Resolution / Agreement

Resolution Number: 4789(8)  
Introduced by: Committee of the Whole

**A RESOLUTION TO AUTHORIZE THE CITY OF BURLINGTON TO ENTER INTO A DESIGN CONTRACT WITH BAXTER & WOODMAN FOR THE WELL #11 RADIUM IMPROVEMENT PROJECT FOR THE NOT-TO-EXCEED AMOUNT OF \$78,000**

**WHEREAS**, the City wishes to enter into a design contract with Baxter and Woodman for the upgrade of Well 11 to remove Radium and Strontium.; and,

**WHEREAS**, Baxter & Woodman will design and submit plans to the Wisconsin DNR of the design and installation upgrade of Well 11,

**WHEREAS**, the City of Burlington staff recommends using Doug Snyder of Baxter & Woodman to design the upgrade to Well 11,

**NOW, THEREFORE, BE IT RESOLVED** by the Common Council that the City of Burlington shall enter into a design contract., hereto attached as Attachment "A" for the not-to-exceed amount of \$78,000

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

Introduced: May 17, 2016

Adopted:

---

Jeannie Hefty, Mayor

Attest:

---

Diahnn Halbach, City Clerk

**CITY OF BURLINGTON, WI  
WELL NO. 11 RADIUM COMPLIANCE IMPROVEMENTS  
ENGINEERING DESIGN SERVICES  
WORK ORDER**

**ENGINEERS' PROJECT NO. 140318.40**

**Project Description:**

Provide engineering services for the design, permitting, and bidding of the Well No. 11 Radium Compliance Improvements.

**Engineering Services:**

The general provisions of this contract are enumerated in the Engineering Services Agreement between the City and Engineers dated February 7, 2014. The scope of services for this Project is listed in Attachment A of this Work Order. Manpower requirements and a fee summary are listed in Attachment B.

**Compensation:**

Compensation for the services to be provided under this Work Order will be in accordance with the Engineering Services Agreement dated February 7, 2014. The Owner shall pay the Engineer for the services performed or furnished under Attachment A, based upon the Engineer's standard hourly billing rates included in Attachment B for actual work time performed plus reimbursement of out-of-pocket expenses including travel, which in total will not exceed \$78,000.

Submitted by: **Baxter & Woodman, Inc.**

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

Douglas R. Snyder, P.E.

Title: Regional Manager

Date: May 6, 2016

Approved: **City of Burlington, WI**

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

Jeannie Hefty

Title: Mayor

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

**Additional Comments and Conditions:** None

---

### **Project Description**

This Project will provide engineering services to design, assist the City in obtaining WDNR approval, and bid the construction of the improvements at Well No. 11. These improvements include installation of a water softening equipment and appurtenances within the existing pumphouse, construction of a below grade backwash storage tank, an 8-inch sanitary sewer connection, and other miscellaneous improvements at the Well No. 11 facility. This Project also includes the engineering aspects associated with the Wisconsin Department of Natural Resources Safe Drinking Water Loan Program Application.

The engineering services associated with the construction of this Project are not included in this Work Order. These tasks will be included in a separate work order following the bidding of this Project.

### **Scope of Services**

This Project includes the following Scope of Services:

1. **ADMINISTRATION & MEETINGS** – Confer with the City and their staff, from time to time, to clarify and define the general scope, extent, and character of the Project.
2. **PROJECT MANAGEMENT** – Plan, schedule, and control the activities that must be performed to complete the Project. These activities include, but are not limited to, budget, schedule, and scope.
3. **SITE VISIT** – Visit the Well No. 11 site and become familiar with what is needed to design the improvements.
4. **HISTORY REVIEW** – Review Well No. 11 Design Report and Engineering Plans, previous engineering studies relating to the radium and strontium issues at Well No. 11, previous WDNR correspondence relating to the radium and strontium issues at Well No. 11, and water testing data from Well No. 11.
5. **TOPOGRAPHIC SURVEY** – Perform topographic survey within the project limits and at 50-foot intervals to develop base sheets for project plan drawings and confirm dimensions. State plane coordinates and NAVD 88 will be used for horizontal and vertical controls. In addition, obtain data or record indicating locations of underground utilities.
6. **GEOTECHNICAL EXPLORATIONS** – Reuse existing geotechnical information (furnished by City) from previous projects.

- 
7. PROCESS DESIGN CONSIDERATIONS – The preliminary design of this Project shall consider and include, but not be limited to, the following:
- A. WELL PUMP – Verify design of existing well pumping equipment and determine VFD requirements and/or any other changes necessary to provide the proper flow and pressure to the softening equipment.
  - B. WATER SOFTENERS – Design a water softening system to remove radium from Well No. 11.
  - C. BACKWASH HOLDING TANK – Analyze backwash generating volumes and design a new backwash holding tank.
  - D. SEWER CONNECTION – Design a gravity sewer connection with a sampling manhole to provide sewer service dedicated to the new softening equipment.
  - E. ELECTRICAL AND CONTROL SYSTEMS – Design the electrical and control systems. The City's control system integrator will incorporate the new signals into the SCADA system.
  - F. BASIS OF DESIGN – Complete a Design Report acceptable to WDNR.
  - G. PRELIMINARY OPINION OF PROBABLE COST – Prepare an opinion of the probable total project cost including construction, engineering services, contingencies, and, on the basis of information furnished by the City, allowances for legal services, financial consultants, and any administrative services or other costs necessary for completion of the Project.
8. FINAL DESIGN – Prepare Design Documents consisting of Final Design Report, Drawings showing the general scope, extent, and character of construction work to be furnished and performed by the Contractor(s) selected by the City and Specifications which will be prepared in conformance with the format of the Construction Specification Institute.
9. AGENCY SUBMITTALS
- A. Assist the City in obtaining the Authority to Construct from the Public Service Commission of Wisconsin.
  - B. Submit the Design Documents to the Wisconsin Department of Natural Resources for their review and approval, and assist the City in obtaining their approval to construct and operate the Project.

- 
10. SAFE DRINKING WATER LOAN APPLICATION (SDWLP) – Assist the City with the engineering aspects of Safe Drinking Water Loan Program Application.
  11. FINAL OPINION OF PROBABLE COST – Prepare an opinion of probable construction cost based on the approved Design Documents.
  12. CONSTRUCTION DOCUMENTS – Prepare for review and approval by the City and its legal counsel the forms of Construction Contract Documents consisting of Notice and Instructions to Bidders, Bid Form, Agreement, Performance-Payment Bond, General Conditions, and Supplementary Conditions, where appropriate, based upon documents prepared by the Engineers Joint Contract Document Committee (EJCDC).
  13. ASSISTANCE DURING BIDDING – Assist the City in solicitation of construction bids from as many qualified bidders as possible, attend the bid opening and tabulate bid proposals, make an analysis of the bids, and submit recommendations for the award of construction contract.

**City of Burlington, WI  
Well No. 11 Radium Compliance Improvements  
Engineering Design Services  
Work Order No. 140318.40**

**Attachment B**

**Manpower Requirements and Costs Summary**

<b>Task</b>	<b>Employee Class</b>	<b>Hourly Rate</b>	<b>Manhours</b>	<b>Labor Cost</b>
Administration & Meetings	Senior Engineer	\$160	20	\$3,200
	Engineer	\$90	10	\$900
Project Management	Senior Engineer	\$160	12	\$1,920
Site Visit/History Review	Senior Engineer	\$160	4	\$640
	Engineer	\$90	4	\$360
Topographic Survey	Chief Surveyor	\$125	8	\$1,000
	Asst. Surveyor	\$90	4	\$360
Process Design Considerations	Senior Engineer	\$160	40	\$6,400
	Engineer	\$90	40	\$3,600
	CAD Technician	\$100	40	\$4,000
	Structural/Electrical	\$130	30	\$3,900
Final Design	Senior Engineer	\$160	40	\$6,400
	Engineer	\$90	140	\$12,600
	CAD Technician	\$100	100	\$10,000
	Structural/Electrical	\$130	60	\$7,800
Agency Submittal	Engineer	\$90	8	\$720
	Secretarial	\$75	4	\$300
SDWLP Application	Senior Engineer	\$160	12	\$1,920
	Secretarial	\$75	12	\$900
Final Opinion of Probable Cost	Senior Engineer	\$160	4	\$640
Construction Documents	Senior Engineer	\$160	20	\$3,200
	Engineer	\$90	20	\$1,800
	Structural/Electrical	\$130	30	\$3,900
	Secretarial	\$75	20	\$1,500
Assistance During Bidding	Senior Engineer	\$160	4	\$640
	Engineer	\$90	4	\$360
Expenses				\$0

**Total Engineering Fees**

**\$77,600**

**USE**

**\$78,000**



**COMMITTEE OF THE WHOLE AGENDA**

**ITEM NUMBER: 11**

**DATE:** May 17, 2016

**SUBJECT:** RESOLUTION 4790(9) to consider approving a Letter of Engagement with Ehlers for to provide financing services with the Safe Drinking Water Fund Loan application in the amount of \$7,500.

**SUBMITTED BY:** Steve DeQuaker, City Budget Officer/Treasurer

**BACKGROUND/HISTORY:**

This Scope of Services from Ehlers is related to the Well 11 Radium Removal as proposed by Baxter & Woodman. Ehlers, Inc. is the Municipal Advisor to the City of Burlington. The City has worked with Ehlers for well over 20 years on major funding projects. This Scope of Services proposal from Ehlers, is to advise the City on funding the Well 11 Radium Removal Project through the State of Wisconsin Safe Drinking Water Fund (SDWF) Loan process. The SDWF Loan application will need to be submitted to the Wisconsin DNR by June 30. The Radium removal project is being mandated by the State of Wisconsin DNR. Additional approvals by Common Council will be required further into this project for funding.

**BUDGET/FISCAL IMPACT:**

The SDWF loan was planned and budgeted in 2016. On-going debt payments for this loan will come out of Sewer Revenues. Cost of these services from Ehlers is a not to exceed amount of \$7,500. These costs are planned to be reimbursed by the SDWF Loan. The State SDWF loan program has already assigned a project number and has allocated funds for this project. (Item #93 in attached Project List) currently in the amount of \$800,000. Additional funding if needed to complete the project will be part of the Ehlers proposal.

**RECOMMENDATION:**

Staff recommends acceptance of this scope of services from Ehlers, Inc.

**TIMING/IMPLEMENTATION:**

This item is for discussion at the May 17, 2016 Committee of the Whole meeting and scheduled for final consideration at the June 7, 2016 Common Council meeting.

**ATTACHMENTS:**

Resolution

Ehlers Inc. Scope of Services Proposal

Safe Drinking Water Loan Program State Fiscal Year Project List – Item #93

**A RESOLUTION APPROVING A LETTER OF ENGAGEMENT WITH  
EHLERS & ASSOCIATES, INC. TO PROVIDE FINANCING SERVICES WITH THE SAFE  
DRINKING WATER FUND LOAN APPLICATION IN THE AMOUNT OF \$7500**

**WHEREAS**, the City of Burlington requires professional assistance in the preparation of the Safe Drinking Water Fund Loan application; and,

**WHEREAS**, Ehlers & Associates, Inc. is a qualified Financial Advisory firm that has been providing financial assistance and services to municipalities for over forty years, and;

**WHEREAS**, Ehlers & Associates, Inc. has previously performed these consulting and filing services for the City of Burlington in a satisfactory and timely manner.

**WHEREAS**, the fee in the amount of \$7,500 for such services from Ehlers & Associates, Inc. will be billed as determined in the attached agreement, attached hereto as Attachment "A".

**NOW, THEREFORE, BE IT RESOLVED** by the Common Council of the City of Burlington, Racine County and Walworth County, State of Wisconsin approves a Letter of Agreement dated May 10, 2016 from David A. Wagner, Senior Municipal Advisor and Vice President of Ehlers & Associates, Inc., for assistance in the preparation of the Safe Drinking Water Fund Loan application, attached hereto as Attachment "A" in the amount of \$7,500.

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

Introduced: May 17, 2016

Adopted:

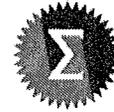
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Jeannie Hefty, Mayor

Attest:

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Diahnn C. Halbach, City Clerk



**EHLERS**  
LEADERS IN PUBLIC FINANCE

May 10, 2016

**Sent Via Email**

Mr. James Bergles, Director of Public Works  
Mr. Steve DeQuaker, Treasurer  
City of Burlington  
300 N. Pine Street  
Burlington, WI 53105

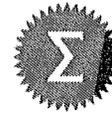
RE: Proposal to Assist with the Preparation of Safe Drinking Water Fund Loan Application

Dear Jim and Steve:

Ehlers is pleased to provide this proposal to assist the City in preparing a Safe Drinking Water Fund (SDWF) loan application. Ehlers will provide independent financial advisory services in conjunction with the proposed Safe Drinking Water Fund Program financing of Water Utility Project, specifically radium removal in Wellhouse #11, further described as follows:

**Scope of Services:**

- Prepare the following for the loan application:
  - Project financing timetable
  - Review the project budgets for the loan and possible principal forgiveness
  - Projected debt schedule for Project debt
  - Security for proposed Project debt (revenue or general obligation pledge)
  - Existing debt rating information
  - Projections of revenues and expenses
  - Debt coverage projections
  - Identify the need for and approximate amount of any water rate increase associated with the Project
  - Refinancing Transactions Worksheets
- Advise the City regarding:
  - Engagement of bond counsel to prepare the required loan resolutions
  - Dates for adoption of the loan resolution and loan closing
- Furnish electronic copies for inclusion in loan application of the following:
  - Latest official statement and authorizing resolution for City debt
  - All City debt schedules
  - Water and Sewer-purpose debt schedules
- Respond to financial questions from SDWF loan administrators at WDNR and WDOA as needed
- Assist in coordinating activities with Project engineers, City staff and bond counsel with respect to the SDWF loan.
- Upon the completion of the Project and final SDWF loan draws, update the City's debt schedules



**Scope of Service Limitations:**

Notwithstanding the Scope of Services listed above, Ehlers' engagement related to this Project is expressly limited as follows:

- The City has previously determined that it will utilize the Safe Drinking Water Fund Loan Program as the source of financing for these projects. Based on this direction, Ehlers will not investigate other potentially feasible financing options unless so directed by the City.
- If the City requires an application for increased rates through the Wisconsin Public Service Commission, the services for such would be furnished under a separate proposal from Ehlers or others.

**Compensation:**

We will complete the above services for a cost not to exceed \$7,500 for the Safe Drinking Water Fund Loan and will invoice monthly for services provided up to the total project fee. As customary, these costs are understood to be reimbursable from the SDWF loan proceeds and Ehlers will conform our billing arrangement accordingly. Please let us know via Email if this proposal is satisfactory. We will commence work immediately upon your Email authorization.

Sincerely,

**EHLERS & ASSOCIATES, INC.**

Jonathan P. Cameron, CIPMA  
Municipal Advisor

David A. Wagner, CIPMA  
Senior Municipal Advisor/Vice President

Cc Doug Snyder, Baxter & Woodman

Safe Drinking Water Loan Program  
 State Fiscal Year 2017 Project Priority List (PPL)  
 Published January 29, 2016  
 (Revised 4/25/16)

Priority Score	Municipality	Project Number	Project Description	Est. Project Cost	Region	OME	Project Manager	Population	MHI
392	PHILLIPS, C.	4878-02	Construct New Well To Replace Wells 4 & 5	\$1,700,000	NO	Ohm	Eis	1,447	\$32,896
382	JUNCTION CITY, V.	4989-05	Construct New Well-Main to Well 6, Boosters/SCADA/Emer Power	\$1,330,000	WC	Blodgett	Sovinski	440	\$37,188
382	JUNCTION CITY, V.	4989-06	Install Main - Well 6 to 3/4 Storage, Boosters, SCADA, Power	\$960,000	WC	Blodgett	Sovinski	440	\$37,188
366	BANGOR, V.	5145-06	Construct Well/House & Conn. Main, w/Electric/Telem/SCADA	\$2,500,000	WC	Blodgett	Scott	1,480	\$45,476
342	MENOMONIE, C.	4846-03	Replace Well #3/Upgrade Water System	\$812,400	WC	Blodgett	Calhoun	16,002	\$39,323
334	SHELBY, T.	4902-02	Construct WM Extension To Connect Trailer Parks	\$807,000	WC	Blodgett	Wagner	4,707	\$75,742
332	RADISSON, V.	5535-01	Construct Well/Well House #4 w/SCADA Upgrade	\$1,440,000	NO	Ohm	Sovinski	243	\$33,958
238	OAK CREEK, C.	4869-08	Replace CT Tank/Back-up Power/UV Disinfection/SCADA Upgrade	\$31,963,000	SE	Fuja	Wagner	34,707	\$65,813
165	MANITOWOC, C.	5191-07	Water Main Extension Along Viebahn Street	\$410,000	NE	Hannes	Jordt	33,649	\$41,744
150	WHITING, V.	5388-03	Construct Two Additional Raw H2O Treatment Tanks	\$134,000	WC	Blodgett	Wagner	1,688	\$44,922
148	TOMAH, C.	4921-11	Rehab Well 9	\$1,500,000	WC	Blodgett	Mathews	9,204	\$40,188
112	FOUNTAIN CITY, C.	5116-01	Construct Well/Wellhouse #2	\$1,250,000	WC	Blodgett	Eis	839	\$39,107
107	BIRCHWOOD, V.	5478-01	Construct Well/House #2, Treatment, Conn Mains, Equipment	\$900,000	NO	Ohm	Scott	440	\$25,833
107	BIRCHWOOD, V.	5478-03	Construct STH 48 Loop, Replace 4"/Leaky Mains/Appurtenances	\$1,100,000	NO	Ohm	Scott	440	\$25,833
106	PLAINFIELD, V.	4880-06	Replace/Construct WMs/Hydrants/Services in Village	\$1,050,000	NE	Hannes	Wagner	857	\$35,625
102	NEW LISBON, C.	5450-03	Construct New Well/Wellhouse #7	\$2,250,000	WC	Blodgett	Wagner	2,570	\$40,368
101	MUSCODA, V.	5159-01	Construct Well, Wellhouse, Pumps & Mains	\$715,000	SC	Robertson	Maka	1,274	\$35,372
98	EXELAND, V.	5455-02	Construct Well/House #2, Treatmt, Conn Mains, Aux Power	\$900,000	NO	Ohm	Cargill	196	\$28,750
97	COBB, V.	5264-02	Construct Well #2	\$550,000	SC	Robertson	Sovinski	463	\$40,000
97	READSTOWN, V.	5523-02	Replace WMs w/6" Ductile Iron	\$1,120,000	WC	Blodgett	Maka	420	\$28,056
93	BURLINGTON, C.	5475-03	Install HMO System for Radium Removal at Wellhouse 11	\$800,000	SE	Fuja	Jordt	10,511	\$47,087
93	READSTOWN, V.	5523-03	Replace Reservoir Tank Controls/SCADA	\$50,000	WC	Blodgett	Maka	420	\$28,056
92	SOUTH WAYNE, V.	5435-05	Replace Undersized 6" Watermains with 8" on Grove Street	\$572,000	SC	Robertson	Scott	489	\$28,750
92	BOWLER, V.	5112-02	Treat/Blend Wells #1 & 3 For Nitrates/Replace/Upgrade SCADA	\$451,650	NE	Hannes	Wagner	294	\$32,500
92	KNIGHT, T.	5542-01	Replace Undersized Mains at Greater Depth, Install Loops	\$890,009	NO	Ohm	Scott	211	\$17,396
92	KNIGHT, T.	5542-02	Replace Well Pump/Motor, Add VFD	\$91,800	NO	Ohm	Scott	211	\$17,396
91	OSCEOLA, V.	5203-05	Construct Iron/Mang. Treatment Bldg, Modify Pump, Piping	\$4,265,800	NO	Blodgett	Scott	2,588	\$36,400
89	VIOLA, V.	5316-04	Replace Undersized Mains w/6" and 8" PVC	\$2,120,000	SC	Blodgett	Jordt	701	\$37,857
88	GRESHAM, V.	5313-02	Install WMs/Svcs for Looping; Replace Hydrants	\$563,539	NE	Hannes	Scott	584	\$30,536
88	SURING, V.	5213-05	Construct Iron Removal Pre Treatment System	\$975,000	NE	Hannes	Jordt	543	\$27,344
88	KNIGHT, T.	5542-03	Upgrade Controls to Radio, Coat Interior/Exterior of Tank	\$213,800	NO	Ohm	Scott	211	\$17,396
88	KNIGHT, T.	5542-04	Replace All Residential Water Meters	\$100,000	NO	Ohm	Scott	211	\$17,396
87	PARK FALLS, C.	5249-04	Replace Downtown Area Mains/ Valves/Hydrants/Manholes	\$1,086,000	NO	Ohm	Leizinger	2,514	\$38,281
87	GLENWOOD CITY, C.	5551-01	Construct New Well; Abandon Old Well	\$1,110,000	WC	Blodgett	Wagner	1,219	\$41,563
87	BIRCHWOOD, V.	5478-02	Rehabilitate Well #1-Wellhouse/Treatment/Distrib/Equipment	\$100,000	NO	Ohm	Scott	440	\$25,833
83	PARK FALLS, C.	5249-05	Replace 5th St Area Mains/Valves/Hydrants/Manholes	\$1,681,412	NO	Ohm	Leizinger	2,514	\$38,281
83	OWEN, C.	4876-02	Replace Watermain On 4th Street	\$370,000	WC	Blodgett	Maka	936	\$33,929
83	LYNDON STATION, V.	5359-03	Construct Well & Wellhouse #3	\$550,000	WC	Blodgett	Wagner	498	\$40,625
83	BAYFIELD, C.	5385-05	Replace 2,050' of Undersized Mains/850' Svcs in Swede Hill	\$900,000	NO	Ohm	Cargill	480	\$34,653



**COMMITTEE OF THE WHOLE AGENDA**

**ITEM NUMBER: 12**

**DATE:** May 17, 2016

**SUBJECT:** MOTION 16-838 to consider the annual insurance renewal with Zarek Insurance.

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

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**BACKGROUND/HISTORY:**

Zarek Insurance, the City's broker for several years, has obtained rates for our liability and worker's compensation lines of coverage. The worker compensation and general liability insurance covers all incidents of employees injured on the job and any damage claims to city property. Additionally, it covers the city against losses incurred from injuries occurring on city property.

The City has been working with our insurance carrier EMC for the past several years to reduce workers compensation claims. Ongoing training occurs regularly with the member of our staff in an effort to improve safety and reduce insurance claims.

The total premium for this year is \$344,743. This is an overall decrease of 3.54 percent from the previous year. Due to the aforementioned training, the city has seen a decrease in claims, which has resulted in a reduction of the modified premium rate of .860, providing a better discounted rate. A detailed list of coverage and items relating to the increase has been attached for your convenience.

**BUDGET/FISCAL IMPACT:**

The total insurance premium is \$344,743 split between all the applicable funds.

**RECOMMENDATION**

Staff recommends approval of the renewal.

**TIMING/IMPLEMENTATION:**

This item is scheduled for discussion at the May 17, 2016 Committee of the Whole meeting and scheduled for final consideration at the June 7, 2016 Common Council meeting.

**ATTACHMENTS:**

Coverage breakdown



**City of Burlington  
And  
City of Burlington Housing Authority**

<u>Company</u>	<u>5/15 -5 /16</u>	<u>Coverage</u>	<u>5/16 – 5/17</u>
Employers	\$ 29,982	General Liability	\$ 32,437
Employers	\$ 8,931	Inland Marine	\$ 9,836
Employers	\$ 1,838	Crime	\$ 1,864
Employers	\$ 8,294	Linebacker	\$ 9,083
Employers	\$ 10,966	Umbrella	\$ 11,310
Employers	\$ 4,616	Law Enforcement	\$ 4,662
Employers	\$ 53,671	Automobile	\$ 50,397
Employers	\$ 94,805	Property	\$ 93,561
Employers	\$ 6,418	Burlington Housing Authority	\$ 6,792
Old Republic	\$ 3,215	Airport OL&T	\$ 3,215
Hartford Steam Boiler	\$ 1,331	Boiler & Machinery (Housing Authority)	\$ 1,331
<b>Subtotal:</b>	<b>\$224,067</b>		<b>\$224,488</b>
Employers	\$133,333	Workers Compensation (SEE ATTACHED)	\$120,255
<b>Total Premium:</b>	<b>\$357,400</b>		<b>\$344,743</b>



EMCASCO INSURANCE COMPANY  
BURLINGTON CITY OF

EFF DATE: 05/15/16

QUOTE NUMBER: H472532-02  
EXP DATE: 05/15/17

	REMUERATION	REMUERATION	PREMIUM
CLERICAL OFFICE EMPLOYEES NOC	.8810	1,322,140.	0.25 \$. 3,305.00
MUNICIPAL OPERATIONS MISCELLANEOUS CITY	.9412	1,317,204.	4.90 \$. 64,543.00
STREET OR ROAD CONSTRUCTION: SUB SURFACE WORK & D	.5507	IF ANY.	7.79 \$. 0.00
FIREFIGHTERS & D	.7704	346,511.	4.84 \$. 16,771.00
SEWER CONSTRUCTION ALL OPERATIONS & D	.6306	IF ANY.	10.96 \$. 0.00
WATERWORKS OPERATION & D	.7520	189,216.	3.79 \$. 7,171.00
POLICE OFFICERS & D	.7720	1,462,432.	3.85 \$. 56,304.00
ELECTRIC POWER CO NOC-ALL EMPLOYEES & S, D	.7539	IF ANY.	1.65 \$. 0.00
BRIDGE CONSTR ALL OPERATIONS & D	.5211	IF ANY.	31.20 \$. 0.00
CARPENTRY NOC	.5403	IF ANY.	13.92 \$. 0.00
EXCAVATION NOC & D	.6217	IF ANY.	8.38 \$. 0.00
HOUSING AUTHORITY & C S D	.9033	65,813.	1.96 \$. 1,290.00
EMPLOYERS LIABILITY PREMIUM FOR INCR LIMITS PART TWO.	.9807	:	\$. 1,195.00
SUBJECT PREMIUM			\$. 150,579.00
MODIFIED PREMIUM - EXP. MOD. APPLIED (0.860)			\$. 129,498.00
STATE TOTAL ESTIMATED STANDARD PREMIUM			\$. 129,498.00
CLASS CODE - 0063 ESTIMATED PREMIUM DISCOUNT			\$. -10,874.00
Terrorism - Code 9740 (RATE .02)			\$. 941.00
Catastrophe (Other Than Cert Acts) - Code 9741 (RATE .01)			\$. 470.00
STATE TOTAL PREMIUM			\$. 120,035.00
ESTIMATED POLICY PREMIUM			\$. 120,035.00
EXPENSE CONSTANT			\$. 220.00
TOTAL ESTIMATED POLICY PREMIUM			\$. 120,255.00

ISSUED FROM: BROOKFIELD, WI

*16% Flat Dividend*

AS QUOTED ON: 04/27/16 (BPP)

*Last year 15%*

Prepared for: CITY OF BURLINGTON



**COMMITTEE OF THE WHOLE AGENDA**

**ITEM NUMBER: 13**

**DATE:** May 17, 2016

**SUBJECT: MOTION 16-839** to approve an Airport Hangar Lease with Burlington Development Group, 707 Airport Road, at the Burlington Municipal Airport.

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

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**BACKGROUND/HISTORY:**

The Airport Committee met on Thursday, April 28, 2016 and recommends that the City enter into a not-to-exceed twenty-nine year Airport Hangar Lease agreement with Burlington Development Group for 707 Airport Road. The amount of the lease equals the sum of \$.115 per square foot with a total of 4,032 square feet, equaling \$463.68, prorated in the first and last years of the Lease with the first-year payment of \$0 due at signing, and payable thereafter in advance of the 1<sup>st</sup> day of January of each and every consecutive year of the lease term commencing January 1, 2016.

**BUDGET/FISCAL IMPACT:**

An annual payment of \$463.68 will be paid to the City each year by January 1 for lease of the hangar.

**RECOMMENDATION**

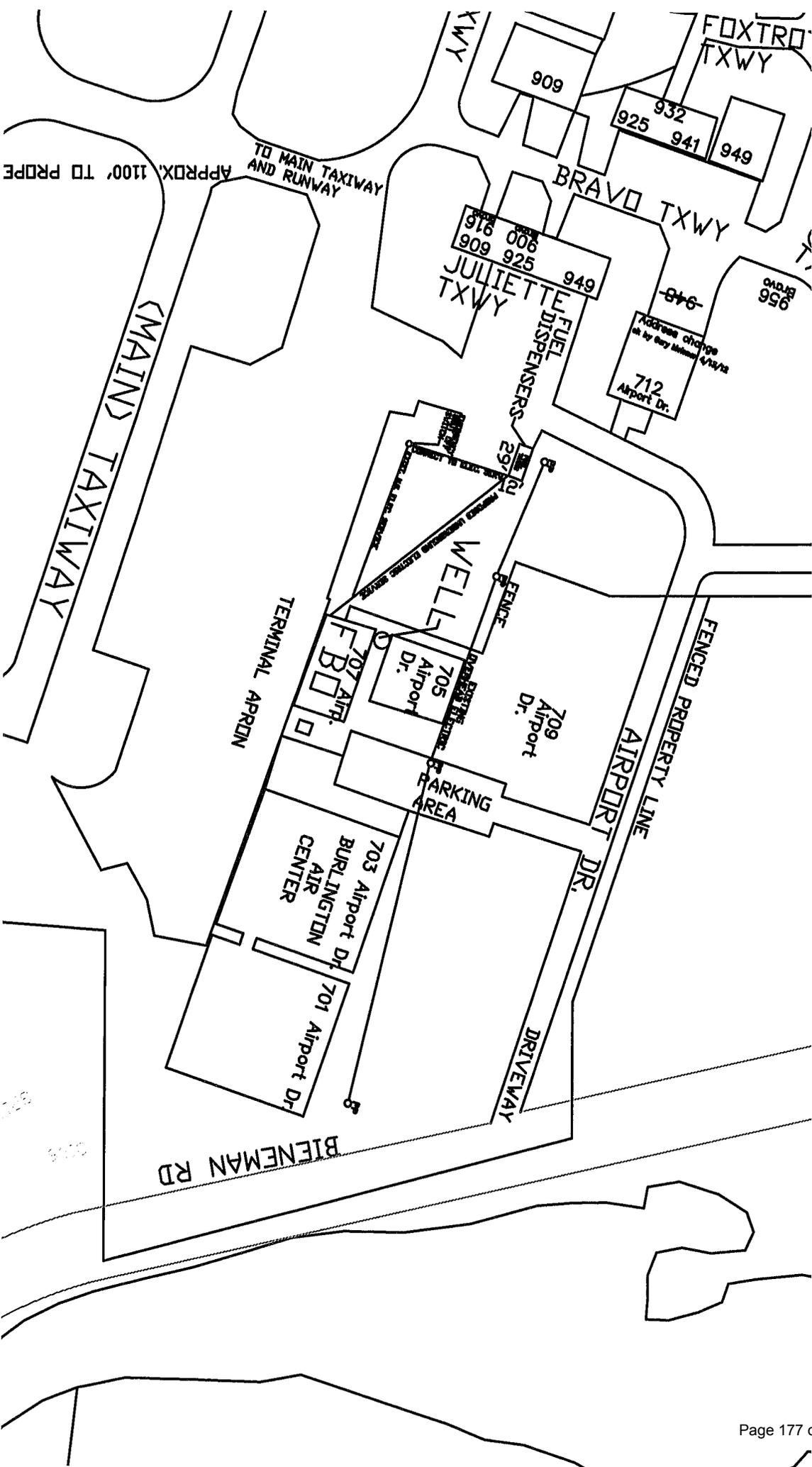
Staff recommends approval of this Airport Hangar lease with Burlington Development Group.

**TIMING/IMPLEMENTATION:**

This item is scheduled for discussion at the May 17, 2016 Committee of the Whole meeting and placed on the Common Council agenda the same night for final consideration.

**ATTACHMENTS:**

Airport Hangar Lease



## AIRPORT LEASE

This lease Agreement, made and entered into this 1st day of April, 2016 by and between the City of Burlington, State of Wisconsin, a municipal corporation existing through and under the authority of the laws of the State of Wisconsin, hereinafter referred to as "Lessor", and Burlington Development Group whose mailing address is 703 airport Rd Burlington, WI 53105 hereinafter referred to as "Lessee"; the Lessor and Lessee for and in consideration of the keeping by the parties of their respective obligations hereinafter contained, agree as follows:

### ARTICLE 1 PREMISES SUBJECT TO LEASE

The premises subject of this Lease are:

That part of the hangar area of the Burlington Municipal Airport delineated on the official map of the Burlington Municipal Airport maintained at the office of the City Clerk at City Hall and identified as 707 airport rd.

### ARTICLE 2 TERM

The term of this Lease shall be from April 1, 2016 to March 31, 2045 [not to exceed 29 years] both dates inclusive. This Lease shall be automatically renewed for successive ten-year periods thereafter upon mutually agreed-upon terms and approval of the renewal shall not be unreasonably withheld by the Lessor. This Lease is not transferable, See Article 5, Section G.

### ARTICLE 3 RENT

The Lessee shall pay to the Lessor as rent for the Leased Premises the sum of \$ .115 per square foot for the leased area, which contains a total of 4032 square feet, for a total amount of \$ 463.68, prorated in the first and last years of the Lease with the first-year payment of \$ nil due at signing, and payable thereafter in advance of the 1st day of January of each and every consecutive year of the lease term commencing on January 1, 2017 subject to the provisions set forth in Article 5, Section A.

### ARTICLE 4

Lessee agrees that rent charged is based on intended:

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

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

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

## ARTICLE 5

### ADDITIONAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

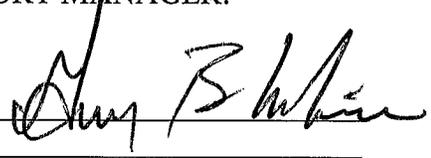
- (1) Rights and liabilities of the parties shall bind and inure to the benefit of their personal representatives, heirs, successors and assigns.
- (2) This agreement constitutes the entire agreement pertaining to the subject matter and supersedes all prior and contemporaneous agreements of the parties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

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

Approved by the Airport Committee on: 4/28/16

AIRPORT MANAGER:

LESSEE:



Signature

Gary B. Meisner  
Print (or type) name



Signature

Gary B. Meisner  
Print (or type) name

Approved by Common Council on: \_\_\_\_\_

CITY OF BURLINGTON

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title