



AGENDA
COMMON COUNCIL MEETING
Tuesday, June 7, 2016 at 6:30 p.m.
Common Council Chambers, 224 East Jefferson Street

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

1. Roll Call
2. Pledge of Allegiance to the Flag
3. Citizen Comments
4. Chamber of Commerce Representative and Rescue Squad Representative
5. Approval of the Common Council minutes from May 17, 2016 (*T. Preusker*) - pg. 4
6. Letters and Communications: None
7. Reports by Aldermanic Representatives and Department Heads
8. Reports 1-3 (*T. Bauman*) – pg. 8
9. Payment of Vouchers (*E. Johnson*) – pg. 15
10. Licenses and Permits (*J. Ekes*) – pg. 38
11. Appointments and Nominations: None
12. Public Hearings: None

13. RESOLUTIONS:

- A. 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 was discussed at the May 17, 2016 Committee of the Whole meeting. (*J. Ekes*) – pg. 43
- B. Resolution 4787(6) to consider approving an agreement with Graef to provide Municipal City Planner Services. This item was discussed at the May 17, 2016 Committee of the Whole meeting. (*R. Dawidziak*) – pg. 47
- C. 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 was discussed at the May 17, 2016 Committee of the Whole meeting. (*B. Grandi*) – pg. 55
- D. 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 was discussed at the May 17, 2016 Committee of the Whole meeting. (*T. Vos*) – pg. 77
- E. 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 was discussed at the May 17, 2016 Committee of the Whole meeting. (*J. Schultz*) – pg. 85
- F. Resolution 4792(11) to consider a resolution authorizing a Grant Agreement with WIN Properties, LLC for property located at 425 N. Pine Street as part of the Wisconsin Economic Development Corporation Community Development Investment Grant. This item was discussed at tonight's Committee of the Whole meeting. (*T. Preusker*) – pg. 90
- G. Resolution 4793(12) to authorize the acceptance of up to \$24,760 in Wisconsin Economic Development Corporation Site Assessment Grant funds for environmental site work at 221, 241, 249 and 261 E. Chestnut Street. This item was discussed at tonight's Committee of the Whole meeting. (*T. Bauman*) – pg. 104
- H. Resolution 4794(13) to consider authorizing Carlson Dettmann Consulting to complete an employee Classification and Compensation Study in the amount of \$29,600. This item was discussed at tonight's Committee of the Whole meeting. (*E. Johnson*) – pg. 119

14. ORDINANCES: There are none**15. MOTIONS:**

- A. Motion 16-838 to consider the annual insurance renewal with Zarek Insurance. This item was discussed at the May 17, 2016 Committee of the Whole meeting. (*J. Ekes*) – pg. 161
- B. Motion 16-839 to consider approving an Airport Hangar Lease with Burlington Development Group, 707 Airport Road, at the Burlington Municipal Airport. This item was discussed at the May 17, 2016 Committee of the Whole meeting. (*R. Dawidziak*) – pg. 164
- C. Motion 16-841 to consider approving a Certificate of Appropriateness for 564 N. Pine Street. This item was discussed at tonight's Committee of the Whole meeting. (*B. Grandi*) – pg. 171

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.

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

- *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.
 - Authorization for the City Attorney to file a legal action on behalf of the City of Burlington in Racine County Circuit Court, under Section 174.02(3) of the Wisconsin Statutes, against James Subrod and his wife Erika Subrod, residing at 319 West State Street, Burlington, Wisconsin, with respect to two dogs owned by Mr. and Mrs. Subrod that have been involved in dog-bite incidents in the City of Burlington.

17. RECONVENE INTO OPEN SESSION

1. Consideration on recommendations from the City Council.
 - Authorization for the City Attorney to file a legal action on behalf of the City of Burlington in Racine County Circuit Court, under Section 174.02(3) of the Wisconsin Statutes, against James Subrod and his wife Erika Subrod, residing at 319 West State Street, Burlington, Wisconsin, with respect to two dogs owned by Mr. and Mrs. Subrod that have been involved in dog-bite incidents in the City of Burlington.

18. ADJOURNMENT (*J. Schultz*)

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



COMMON COUNCIL

ITEM NUMBER: 5

DATE: June 7, 2016

SUBJECT: May 17, 2016 Common Council Minutes

SUBMITTED BY: Diahnn Halbach, City Clerk

BACKGROUND/HISTORY:

The attached minutes are from the May 17, 2016 Common Council meeting.

BUDGET/FISCAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval of the attached minutes from the May 17, 2016 Common Council meeting.

TIMING/IMPLEMENTATION:

This item is scheduled for consideration at the June 7, 2016 Common Council meeting.

ATTACHMENTS:

Common Council Minutes



CITY OF BURLINGTON
Minutes of the Common Council
Jeannie Hefty, Mayor
Diahnn C. Halbach, City Clerk
Tuesday, May 17, 2016

1. Call To Order – Roll Call

Mayor Jeannie Hefty called the meeting to order at 8:50 p.m. starting with roll call. Aldermen present: Ed Johnson, John Ekes, Bob Grandi, Ruth Dawidziak, Tom Vos, Jon Schultz, Tom Preusker and Todd Bauman. Excused: None.

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

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

2. Pledge of Allegiance

3. Citizen Comments

4. Chamber of Commerce Representative and Rescue Squad Representative

- No representatives were present

5. Approval of the May 3, 2016 Common Council Minutes

A motion was made by Schultz with a second by Vos to approve the Council Minutes from May 3, 2016. With all in favor, the motion to approve the minutes was carried.

6. Letters and Communications

There was none

7. Reports by Aldermanic Representatives and Department Heads

- Alderman Schultz thanked Alderman Grandi for attending the volunteer clean-up day at the Chocolate Fest Grounds.
- Alderman Johnson commented that he noticed soil borings were being done on the property located behind BJ Wentkers.
- Gregory Guidry commented that the new Aurora facility is scheduled for a final inspection on June 3, 2016.

- Jim Bergles commented that street painting would begin soon and that they would be doing the yellow lines first and then the white. Bergles also stated that the trees for the bike path have been ordered and should be planted before the end of the week.
- Alderman Johnson commented on the faded street signs throughout the city and wanted to know if there is a replacement program for these. Bergles responded that there is no set program.
- Alderman Dawidziak inquired if there was a designated safe meeting area for people involved with Buy, Sell, Trade transactions or Internet purchases. Chief Anderson responded that there isn't any specific designated area, but suggested using the police department as a safe place for such transactions.
- Mayor Hefty asked all alderpersons who were interested in participating in this year's Memorial Day parade, to arrive by 8:30 a.m.

8. Reports 1-6

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

9. Payment of Vouchers

A motion was made by Bauman with a second by Ekes to approve vouchers, pre-paids and reimbursements in the amount of \$231,321.06.

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

10. Licenses and Permits

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

11. Appointments and Nominations

There were none

12. Public Hearings

There were none

13. Resolutions

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

A motion was made by Ekes with a second by Johnson to approve Resolution 4783(2).

With all in favor, the motion carried.

14. Motions

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

A motion was made by Dawidziak with a second by Ekes to approve Motion 16-837.

With all in favor, the motion carried.

15. Adjourn

A motion was made by Grandi with a second by Johnson to adjourn the meeting. With all in favor, the meeting adjourned at 9:05 p.m.

Meeting Minutes Respectfully Submitted by:



Diahnn C. Halbach
City Clerk
City of Burlington



COMMON COUNCIL

ITEM NUMBER: 8

DATE: June 7, 2016

SUBJECT: Reports 1-3

SUBMITTED BY: City Staff

BACKGROUND/HISTORY:

Attached please find the following reports:

Burlington Public Library Meeting Minutes – April 26, 2016

Historic Preservation Commission Meeting Minutes – April 28, 2016

Committee of the Whole Meeting Minutes – May 17, 2016

BUDGET/FISCAL IMPACT:

N/A

RECOMMENDATION

Staff recommends that the Council approve Reports 1-3

TIMING/IMPLEMENTATION:

This item is scheduled for consideration at the June 7, 2016 Common Council meeting.

ATTACHMENTS:

Minutes



**HISTORIC PRESERVATION COMMISSION
MEETING MINUTES
Thursday, April 28, 2016**

The meeting was called to order by Alderman Tom Preusker at 6:30 pm. Commissioner Darrel Eisenhardt; Commissioner Kevin O'Brien; and Commissioner Maria Veronico were present. Chairman Tom Stelling; Commissioner Joel Weis; and Commissioner Jeff Erickson were excused.

CITIZEN COMMENTS

None

APPROVAL OF MINUTES

Commissioner Eisenhardt moved, and Commissioner Veronico seconded to approve the minutes of March 24, 2016. All were in favor and the motion carried.

LETTERS AND COMMUNICATIONS

None

OLD BUSINESS

A. A revised Sign Permit application from Jonathan Thorngate for property located at 457 Milwaukee Avenue to install projecting and wall signs. This item was tabled at the March 24, 2016 meeting.

- Alderman Preusker introduced and opened this item for discussion.
- Eric Halbur of Abacus Architects stated the revised plans, for the signs, have both options for the 12 inch and 18 inch lettering. Mr. Halbur stated the reason why the letters are so large is because the original letters for the Chevy Dealer, according to the historic photos, were very large. Commissioner O'Brien verified that they are trying to mirror the style of the historic Chevy sign. Commissioner Veronico questioned if the size of the historic letters were also the 18 inches that they are proposing. Mr. Halbur responded the historic letters were actually larger. Mr. Halbur brought a sample of the material for the letter, which is a lightweight heavy-duty foam that will not deteriorate, fade or warp. Commissioner Eisenhardt asked if the only lighting will be the gooseneck lights. Mr. Halbur replied yes. Commissioner O'Brien stated, according to Mark Roffers' report, a plastic like material is not allowed in the Historic District. Commissioner Veronico stated this foam material is not a plastic like material. Alderman Preusker stated the 18 inch letters would look more proportionate against the building compared to the 12 inch. Commissioner O'Brien stated he thought it might be too overwhelming. Commissioner Veronico stated if the letters were moved down away from the lights, they may not look so big, besides the HPC Commissioners cannot approve anything

over 12 inches. Commissioner Veronico stated if 18 inch letter is what they would like, the request could be submitted to the Zoning Board of Appeals. Commissioner Eisenhardt stated the green square part of the sign is the logo and will be perpendicular to the building.

- Commissioner Eisenhardt stated that at the March 24, 2016 meeting the cleaning of the west elevation and the removal of the signage were issues and inquired how this is being resolved. Mr. Halbur stated the signage has always been there and would like to repaint over them, since it would be a challenge to remove the signage. Alderman Preusker stated there is no need to make a motion for the painting of the façade since there is no application at this time and would be a separate item.
- There were no further comments.
- Commissioner O'Brien moved, and Alderman Preusker seconded to recommend submitting an application to the Zoning Board of Appeals to consider signage larger than the 12 inches with the exception given the size of the façade, subject to Mark Roffers' memorandum.
- All were in favor and the motion carried.

NEW BUSINESS

None

DISCUSSION ITEMS

A. Review of Façade Grant Funding Status.

- Alderman Preusker introduced and opened this item for discussion.
- Alderman Preusker stated the \$20,000 in Round 6 has been used up by four projects recently approved. Round 5 has \$19,368.62 obligated funds that have four projects currently under-construction. Commissioner Eisenhardt questioned if there is available funding from the hotels. Alderman Preusker stated he would ask if the Community Development Authority (CDA) would have extra funds for the Historic District.
- There were no further comments.

B. Discussion regarding the creation of a façade maintenance program, with the potential request for funds and approval of the program by the Common Council. This item was table at the March 24, 2016 meeting.

- Alderman Preusker introduced and opened this item for discussion.
- Commissioner O'Brien stated that it would be better to use this type of fund for structural purposes and not painting. Commissioners O'Brien gave examples of structural purposes such as rotted out window frames, wood doors or simply falling apart. Alderman Preusker

stated the reason for the Historic District Façade Grant is to get the buildings up to historic standards, then it is the owner's responsibility. Commissioner Veronico stated the maintenance needs to be defined and discussed further with all the Commissioners before it is brought to Common Council.

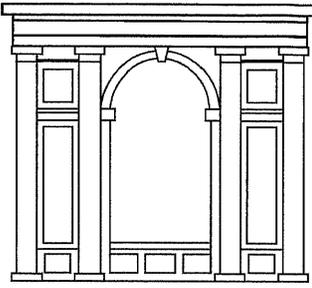
- There were no further comments.
- All were in favor and the motion carried.

ADJOURNMENT

Commissioner Eisenhardt moved, and Commissioner Veronico seconded to adjourn the meeting at 7:34 p.m. *All were in favor and the motion carried.*

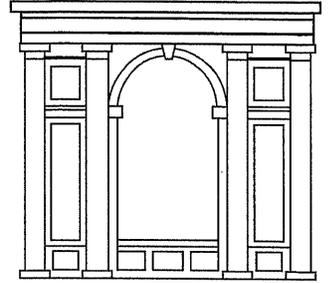
Recording Secretary,

Kristine Anderson
Administrative Assistant



Burlington Public Library

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



www.burlingtonlibrary.org

Minutes of the Burlington Public Library Board of Trustees

The Burlington Public Library Board of Trustees met on Tuesday, April 26, 2016 in the Burlington Public Library Meeting Room. Present were Penny Torhorst, Peter Smet, Pat Hoffman, Ed Johnson, Mike Kelly, Bridget Savaglia, and Pat Hurley. Excused was Scott Johnson. Also present were Library Director Gayle Falk and Administrative Assistant Linda Berndt. Also excused was High School representative Paige Taylor.

Torhorst called the meeting to order at 4:01.

Minutes of the March 22nd meeting were approved. Hurley moved approval, and Hoffman seconded. Motion passed.

The April 2016 General Fund Bills, Prepaids, Reimbursements, and March General Deposits were discussed and approved. Hoffman moved approval and Hurley seconded. Motion passed.

Ed Johnson moved and Savaglia seconded the motion to approve the March 2016 Trust Deposits and April 2016 Trust Fund Bills. Motion passed.

Committee Reports:

Hoffman reported from the Personnel Committee regarding the Director's Evaluation. The question was raised if it was necessary to conduct a yearly evaluation. Some Board members preferred conducting an evaluation every other year. The Personnel Committee suggested considering the policy manual regarding the Director's evaluation at the next meeting. Smet moved and Hoffman seconded the motion to have the Board re-evaluate the policy on how often to have the Director evaluated. Motion passed.

Federated Library Report:

There was no report at this time.

Old Business:

There was no Old Business.

New Business:

National Library Week Survey Results: Falk had handouts with statistics and comments that were taken from the surveys filled out during National Library Week. There was a paper survey available at the front desk and an electronic survey available when accessing our Library website or signing in to our Internet computers. The Board discussed statistics from each survey.

Update on Internet hotspots available for checkout by patrons: Right now we have 7 Hotspots, each with unlimited data and a one week checkout. On average, we have 20 first time users on the holds list. We have a second hold list for those patrons that have already used one of our Hotspot devices before. When the first hold list is exhausted we will start calling people on the 2nd list.

Falk had a handout from Tech Soup with an offer of 5 Hotspots with a \$60.00 administration fee for all 5 devices, and a \$120.00 fee for each device for 1 year of unlimited service. The total for 5 Hotspots would be \$660.00 for the year. Smet moved and Hurley seconded the motion to purchase 5 more Hotspots for the amount of \$660.00 per year. Motion passed. After the motion passed further discussion was made suggesting we could have a few of the devices available for a 2 or 3 day checkout instead of a full week. The thought was that some people may just want it for a short time instead of a full week. Falk informed the Board there was a special being offered with 11 Hotspots with a \$126.00 Administration fee and the data fee of \$120 per device, the total being \$1446.00 for a year. After more discussion, Smet moved and Savaglia seconded the motion to purchase 6 more Hotspots making a total of 11 for the special fee of a total of about \$1,446.00. We will be using part of the Anonymous gift money. Motion passed.

Update on Gale Courses:

Gale Online Courses cover a large amount of subjects and interests. The Lakeshores System has partnered with Racine and Walworth County Workforce Development and paid for the classes offered. Libraries in the Lakeshores system contributed as much as they could for this year. Anyone can sign up with a library card or code to take classes. If they take and pass the final exam, they would get a Certificate and could add that achievement to their resume. Our Library is paying \$500.00 towards this year's classes, and next year it will be close to \$900.00. Statistics will be available to review how successful these online classes will be.

Falk said that we will be doing a big roll out with flyers, handouts, banners, and also using the Display Case. The list of available classes is currently on our website.

Falk had a Launch Pad by Playaway to pass around to show Board members. It is a small, self-contained tablet that is preloaded with games and learning activities. It does not connect to the internet. When it comes back to the Library we need only press a reset button to clear all previous patron history. This Demo Launch Pad is loaded with games for 3 to 5 year olds. There are other age groups. The adult Launch Pads have brain games loaded on them. The cost is about \$99.00 each. They come in a protective bumper case. Lakeshores is looking into a group purchase, which could provide a 15 to 20% discount. Falk feels that it would be a good use of our Anonymous gift money. Smet moved and Hoffman seconded the motion to purchase 10 in different age groups for \$800.00 to \$1000.00, using the Anonymous gift money. Motion passed.

Directors Report:

Copies of the updated Annual Report were handed out.

BPL in the News: There were several calendar items in the papers this month. Torhorst also brought an article from the Racine Journal Times entitled "Enlisting public libraries to help fight homelessness".

The Board thanked Torhorst for her many years of wonderful service to the Board. This was Scott Johnson's last meeting also. Next month will be Paige Taylor's last Board meeting. There was cake to thank them for serving on our Board.

Public Communications to the Board: Falk read through a letter from the Racine County Farm Bureau Woman's group awarding us a \$300.00 grant for having a healthy foods program.

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

Our next meeting will be on Tuesday, May 24th at 4:00 p.m. in the Burlington Public Library meeting room.

Respectfully submitted,


Edward Johnson
Aldermanic Representative



COMMON COUNCIL

ITEM NUMBER: 9

DATE: June 7, 2016

SUBJECT: Prepaid and Vouchers

SUBMITTED BY: Steve DeQuaker, City Treasurer

BACKGROUND/HISTORY:

Attached please find the Prepaid and Voucher list for bills accrued through June 7, 2016:

Total Prepaid:	\$	104,976.33
Total Vouchers:	\$	134,362.72
Grand Total:	\$	<u>239,339.05</u>

BUDGET/FISCAL IMPACT:

5 Largest Disbursements on the Prepaid and Voucher List:

1. \$ 34,579.00 Starnet Technologies – Install Logic Controller & Touch Screen at Well #7 & #9
2. \$ 25,244.00 Ascent Aviation Group, Inc. – 100LL Aviation Gasoline
3. \$ 20,000.00 Digicorp Inc. – Prepaid Block Time Support Contract
4. \$ 10,251.10 Midwest Meter Inc. – Meters
5. \$ 9,000.00 Arbor Vista Nursery Inc. – Variety of Spruce Trees

RECOMMENDATION:

Staff recommends that the Common Council accept and approve these Prepaid and Vouchers in the amount of \$239,339.05.

TIMING/IMPLEMENTATION:

This item is scheduled for consideration at the June 7, 2016 Common Council meeting.

ATTACHMENTS:

Detail listing of Prepaid and Vouchers.

For Council Approval June 7, 2016

Prepaid:	05/13/16	\$	48,094.09
	05/20/16	\$	41,952.45
	05/23/16	\$	365.00
	05/27/16	\$	14,564.79
Total Prepaid		\$	<u>104,976.33</u>

Vouchers: 06/07/16 \$ 134,362.72

GRAND TOTAL \$ 239,339.05

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
100444411000						
100-444411-000 COURT FINES & COSTS	GOMEZ, ARIEL	REFUND OF PMNT CIT I901130-6	1901130-6	05/10/2016	25.50	05/13/2016
Total 100444411000:					25.50	
100454521001						
100-454521-001 BOND FEES	RACINE COUNTY CLERK OF C	Spiller, Richard; Case: 14-4316	SPILLER 14-4316	05/09/2016	285.00	05/13/2016
Total 100454521001:					285.00	
100515121310						
100-515121-310 MUNI COURT - OFFICE SUP	DINERS CLUB COMMERCIAL	Wal-Mart (split)	5815 04/16	04/28/2016	17.04	05/13/2016
100-515121-310 MUNI COURT - OFFICE SUP	ISELIN, KELLY	Reimbursement - Robe	042216	04/22/2016	312.15	05/13/2016
Total 100515121310:					329.19	
100515121330						
100-515121-330 MUNI COURT - INSRVC TRA	ISELIN, KELLY	Travel Reimbursement	030316	05/12/2016	518.20	05/13/2016
Total 100515121330:					518.20	
100515132225						
100-515132-225 ADMIN - TELEPHONE	AT & T	262 763-3747 163 6 (split)	26276334740516	05/04/2016	18.41	05/13/2016
Total 100515132225:					18.41	
100515132298						
100-515132-298 ADMIN - CONTRACT SERVI	E-vergent.com, LLC	BUS WIRELESS MONTHLY ACCT 1610	1610-71	05/07/2016	300.00	05/13/2016
Total 100515132298:					300.00	
100515132310						
100-515132-310 ADMIN - OFF SUPP-POSTA	DINERS CLUB COMMERCIAL	CTC* Constant Contact - Ongoing	5799 04/16	04/28/2016	5.00	05/13/2016
Total 100515132310:					5.00	
100515132399						
100-515132-399 ADMIN - SUNDRY EXPENSE	DINERS CLUB COMMERCIAL	Wal-Mart (split)	5815 04/16	04/28/2016	70.71	05/13/2016
Total 100515132399:					70.71	
100515140310						
100-515140-310 CLERK - OFFICE SUPPLIES	DINERS CLUB COMMERCIAL	Wal-Mart (split)	5815 04/16	04/28/2016	6.92	05/13/2016
Total 100515140310:					6.92	
100515141157						
100-515141-157 FINANCE - INSERVICE TRAI	DINERS CLUB COMMERCIAL	League of WI Municipalities	5864 04/16	04/11/2016	135.00	05/13/2016
Total 100515141157:					135.00	
100515141225						
100-515141-225 FINANCE - TELEPHONE	AT & T	262 763-3747 163 6 (split)	26276334740516	05/04/2016	18.41	05/13/2016
Total 100515141225:					18.41	
100515141310						
100-515141-310 FINANCE - OFFICE SUPP/P	DINERS CLUB COMMERCIAL	Wal-Mart (split)	5815 04/16	04/28/2016	34.60	05/13/2016

Prepaid
 05-13-2016

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
Total 100515141310:					34.60	
100515141330						
100-515141-330 FINANCE - TRAVEL	DEQUAKER, STEVE	Mileage Reimbursement	2016APRIL	04/01/2016	37.80	05/13/2016
Total 100515141330:					37.80	
100515141399						
100-515141-399 FINANCE - MISC. EXPENSE	DINERS CLUB COMMERCIAL	Charcoal Grill - luncheon	5884 04/16	04/11/2016	40.00	05/13/2016
Total 100515141399:					40.00	
100515142310						
100-515142-310 ELECTIONS - OPERATION S	DINERS CLUB COMMERCIAL	VistaPrint	5914 04/16	04/18/2016	62.48	05/13/2016
Total 100515142310:					62.48	
100525211220						
100-525211-220 POLICE - UTILITY SERVICE	WE ENERGIES	1461-190-073	1461190073APR16	04/27/2016	399.52	05/13/2016
100-525211-220 POLICE - UTILITY SERVICE	WE ENERGIES	5843-681-877	5843681877APR16	04/28/2016	1,745.67	05/13/2016
Total 100525211220:					2,145.19	
100525211225						
100-525211-225 POLICE - TELEPHONE	AT & T	262 763-3747 163 6 (split)	26276334740516	05/04/2016	92.01	05/13/2016
100-525211-225 POLICE - TELEPHONE	AT & T	262 767-1857 136 4	26276718570416	04/28/2016	122.67	05/13/2016
Total 100525211225:					214.68	
100525211240						
100-525211-240 POLICE - FUEL, OIL	VOYAGER FLEET SYSTEMS IN	Voyager Acct. 869297630 Police Dept	869297630619	05/01/2016	1,472.00	05/13/2016
Total 100525211240:					1,472.00	
100525211310						
100-525211-310 POLICE - OFF SUPP-POSTA	DINERS CLUB COMMERCIAL	Amazon - portable external hard drive	5781 04/16	04/28/2016	121.92	05/13/2016
100-525211-310 POLICE - OFF SUPP-POSTA	DINERS CLUB COMMERCIAL	Walgreens	5815 04/16	04/28/2016	10.51	05/13/2016
Total 100525211310:					132.43	
100525211330						
100-525211-330 POLICE - TRAVEL	DINERS CLUB COMMERCIAL	Trattoria - Luncheon	5781 04/16	04/28/2016	27.42	05/13/2016
Total 100525211330:					27.42	
100525211533						
100-525211-533 POLICE - COPY MACHINE R	JAMES IMAGING SYSTEMS, IN	TOSHIBA- 4555C	18713524	05/05/2016	363.29	05/13/2016
Total 100525211533:					363.29	
100525220225						
100-525220-225 FIRE - TELEPHONE	AT & T	262 763-3747 163 6 (split)	26276334740516	05/04/2016	73.62	05/13/2016
Total 100525220225:					73.62	
100525220240						
100-525220-240 FIRE - FUEL, OIL, LUBRICA	VOYAGER FLEET SYSTEMS IN	Voyager Acct. 869297630 Fire Dept	869297630619	05/01/2016	441.93	05/13/2016

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
Total 100525220240:					441.93	
100525220295						
100-525220-295 Medical Service/Supply	DINERS CLUB COMMERCIAL	WorldPoint - Supplies	5773 04/16	04/28/2016	326.51	05/13/2016
100-525220-295 Medical Service/Supply	DINERS CLUB COMMERCIAL	Walgreens	5773 04/16	04/28/2016	199.99	05/13/2016
Total 100525220295:					526.50	
100525231310						
100-525231-310 BLDG INSP - OPERATING S	DINERS CLUB COMMERCIAL	WI DSPS Credential Renewal	7123 04/16	04/23/2016	81.60	05/13/2016
Total 100525231310:					81.60	
100525231372						
100-525231-372 BLDG INSP - AUTO EXPENS	VOYAGER FLEET SYSTEMS IN	Voyager Acct. 869297630 Bldg Insp	869297630619	05/01/2016	52.38	05/13/2016
Total 100525231372:					52.38	
100535321157						
100-535321-157 Inservice Training	DINERS CLUB COMMERCIAL	Credit J.J. Keller (split)	5880 04/16	04/12/2016	217.77-	05/13/2016
Total 100535321157:					217.77-	
100535321225						
100-535321-225 STREETS - TELEPHONE	AT & T	262 763-3747 163 6 (split)	26276334740516	05/04/2016	36.81	05/13/2016
Total 100535321225:					36.81	
100535321240						
100-535321-240 STREETS - FUEL, OIL & LU	VOYAGER FLEET SYSTEMS IN	Voyager Acct. 869297630 Street Dept	869297630619	05/01/2016	850.95	05/13/2016
Total 100535321240:					850.95	
100535321310						
100-535321-310 STREETS - OFF SUPP/POS	DINERS CLUB COMMERCIAL	Usps	8795 04/16	04/13/2016	5.12	05/13/2016
100-535321-310 STREETS - OFF SUPP/POS	CANON SOLUTIONS AMERICA,	Copier - DPW Serial FRU34827 (split)	4019017809	05/01/2016	25.58	05/13/2016
Total 100535321310:					30.70	
100535321350						
100-535321-350 STREETS - REP MAINT SUP	DINERS CLUB COMMERCIAL	Milwaukee Rubber Products	5872 04/16	04/26/2016	245.46	05/13/2016
100-535321-350 STREETS - REP MAINT SUP	DINERS CLUB COMMERCIAL	Menards	8795 04/16	04/13/2016	65.81	05/13/2016
100-535321-350 STREETS - REP MAINT SUP	RUNDLE-SPENCE	Rundle-Spence - (split)	S2468556.001	05/09/2016	306.53	05/13/2016
100-535321-350 STREETS - REP MAINT SUP	JOHN DEERE FINANCIAL	John Deere - purchase parts	V57138	05/09/2016	174.36	05/13/2016
Total 100535321350:					792.16	
10055551157						
100-555551-157 Inservice Training	DINERS CLUB COMMERCIAL	Credit J.J. Keller (split)	5880 04/16	04/12/2016	217.77-	05/13/2016
Total 10055551157:					217.77-	
10055551220						
100-555551-220 PARKS - UTILITIES	WE ENERGIES	0635-112-551	0635112551APR16	05/04/2016	28.90	05/13/2016
100-555551-220 PARKS - UTILITIES	WE ENERGIES	8893-353-410	8893353410APR16	05/02/2016	42.24	05/13/2016
100-555551-220 PARKS - UTILITIES	WE ENERGIES	9274-302-992	9274302992APR16	05/03/2016	81.00	05/13/2016

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
Total 10055551220:					152.14	
10055551240						
100-555551-240 PARKS - FUEL, OIL, LUBRIC	VOYAGER FLEET SYSTEMS IN	Voyager Acct. 869297630 Parks Dept	869297630619	05/01/2016	453.58	05/13/2016
Total 10055551240:					453.58	
10055551310						
100-555551-310 PARKS - OFFICE SUPP, PO	CANON SOLUTIONS AMERICA,	Copier - DPW Serial FRU34827 (split)	4019017809	05/01/2016	12.79	05/13/2016
Total 10055551310:					12.79	
100565639399						
100-565639-399 ECONOMIC DEVELOPMENT	BURLINGTON AREA CHAMBER	1st qtr 2016 Room Tax	2016 1ST ROOM T	05/09/2016	5,955.08	05/13/2016
100-565639-399 ECONOMIC DEVELOPMENT	RA CO CONVENTION & VISTOR	1st qtr 2016 Room Tax	1ST QTR 2016	05/09/2016	5,955.08	05/13/2016
Total 100565639399:					11,910.16	
251555511225						
251-555511-225 TELEPHONE	DINERS CLUB COMMERCIAL	Google - ongoing	5922 04/16	04/03/2016	55.90	05/13/2016
Total 251555511225:					55.90	
251555511312						
251-555511-312 COMPUTER SUPPLIES	DINERS CLUB COMMERCIAL	Survey Monkey	5922 04/16	04/03/2016	26.00	05/13/2016
Total 251555511312:					26.00	
251555511327						
251-555511-327 MATERIALS	DINERS CLUB COMMERCIAL	Amazon Kindle	5922 04/16	04/03/2016	31.50	05/13/2016
Total 251555511327:					31.50	
465515111800						
465-515111-800 COUNCIL CHAMBERS	DINERS CLUB COMMERCIAL	PayPal-15m IR IP Mini Dome Camera	5864 04/16	04/11/2016	123.05	05/13/2016
Total 465515111800:					123.05	
621575740220						
621-575740-220 WWTP-ELECTRIC	WE ENERGIES	0225-428-357 (split)	0225428357APR16	05/02/2016	130.67	05/13/2016
621-575740-220 WWTP-ELECTRIC	WE ENERGIES	4847-248-215	4847248215APR16	04/25/2016	197.87	05/13/2016
621-575740-220 WWTP-ELECTRIC	WE ENERGIES	4897-650-087	4897650087APR16	04/26/2016	57.20	05/13/2016
621-575740-220 WWTP-ELECTRIC	WE ENERGIES	6212-377-525	6212377525APR16	04/27/2016	3,743.65	05/13/2016
621-575740-220 WWTP-ELECTRIC	WE ENERGIES	6268-292-660	6268292660MAY16	05/03/2016	45.36	05/13/2016
Total 621575740220:					4,174.75	
621575740222						
621-575740-222 GAS	WE ENERGIES	0225-428-357 (split)	0225428357APR16	05/02/2016	10.78	05/13/2016
621-575740-222 GAS	WE ENERGIES	0862-239-067	0862239067APR16	04/26/2016	2,686.30	05/13/2016
621-575740-222 GAS	WE ENERGIES	2663-378-614	2663378614APR16	04/26/2016	189.11	05/13/2016
621-575740-222 GAS	WE ENERGIES	3646-902-199	3646902199APR16	04/26/2016	47.11	05/13/2016
Total 621575740222:					2,933.30	
621575740240						
621-575740-240 FUEL, OIL AND LUBRICANT	VOYAGER FLEET SYSTEMS IN	Voyager Acct. 869297630 WWTP	869297630619	05/01/2016	607.90	05/13/2016

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
Total 621575740240:					607.90	
621575740248						
621-575740-248 PLANT OPERATION	DINERS CLUB COMMERCIAL	DSPS (split)	5831 04/16	04/28/2016	41.00	05/13/2016
Total 621575740248:					41.00	
621575740249						
621-575740-249 LABORATORY	COMDATA	Roundy's WWTP Account RH230	M61224984	05/01/2016	108.00	05/13/2016
Total 621575740249:					108.00	
621575740310						
621-575740-310 OFFICE SUPPLIES, POSTA	CANON SOLUTIONS AMERICA,	Copier - WWTP Serial FRU35325	4019017808	05/01/2016	51.91	05/13/2016
Total 621575740310:					51.91	
621575740330						
621-575740-330 SEWER - INSRVC TRNG & T	DINERS CLUB COMMERCIAL	Travel	5831 04/16	04/28/2016	279.90	05/13/2016
Total 621575740330:					279.90	
622506220000						
622-506220-000 POWER	WE ENERGIES	0882-547-355 (split)	0882547355APR16	04/26/2016	417.27	05/13/2016
622-506220-000 POWER	WE ENERGIES	3076-628-864	3076628864APR16	04/28/2016	2,936.99	05/13/2016
622-506220-000 POWER	WE ENERGIES	3267-293-366	3267293366APR16	04/26/2016	636.09	05/13/2016
622-506220-000 POWER	WE ENERGIES	3457-108-505	3457108505APR16	04/28/2016	3,076.57	05/13/2016
622-506220-000 POWER	WE ENERGIES	6271-254-861 (split)	6271254861APR16	04/26/2016	3,075.86	05/13/2016
622-506220-000 POWER	WE ENERGIES	7255-465-187	7255465187APR16	04/26/2016	169.03	05/13/2016
622-506220-000 POWER	WE ENERGIES	8682-353-384 (split)	8682353384APR16	04/27/2016	5,269.58	05/13/2016
Total 622506220000:					15,581.39	
622506230000						
622-506230-000 SUPPLIES	DINERS CLUB COMMERCIAL	DSPS (split)	5831 04/16	04/28/2016	61.00	05/13/2016
622-506230-000 SUPPLIES	WE ENERGIES	0882-547-355 (split)	0882547355APR16	04/26/2016	48.20	05/13/2016
622-506230-000 SUPPLIES	WE ENERGIES	1438-804-919	1438804919APR16	04/28/2016	16.66	05/13/2016
622-506230-000 SUPPLIES	WE ENERGIES	1473-005-365	1473005365APR16	05/02/2016	64.49	05/13/2016
622-506230-000 SUPPLIES	WE ENERGIES	6271-254-861 (split)	6271254861APR16	04/26/2016	48.95	05/13/2016
622-506230-000 SUPPLIES	WE ENERGIES	6499-874-589	6499874589APR16	04/26/2016	30.24	05/13/2016
622-506230-000 SUPPLIES	WE ENERGIES	8682-353-384 (split)	8682353384APR16	04/27/2016	39.52	05/13/2016
622-506230-000 SUPPLIES	WE ENERGIES	9259-879-303	9259879303APR16	04/27/2016	9.24	05/13/2016
Total 622506230000:					318.30	
622509210000						
622-509210-000 OFFICE SUPPLY	PETTY CASH WATER DEPT	Roll of 100 Stamps	050516	05/05/2016	47.00	05/13/2016
622-509210-000 OFFICE SUPPLY	TIME WARNER CABLE-MILW	Time Warner Water Acct # 700401601	700401601 05/16	05/02/2016	73.96	05/13/2016
622-509210-000 OFFICE SUPPLY	AT & T	262 763-3747 163 6 (split)	26276334740516	05/04/2016	36.82	05/13/2016
622-509210-000 OFFICE SUPPLY	CANON SOLUTIONS AMERICA,	Copier - DPW Serial FRU34827 (split)	4019017809	05/01/2016	25.58	05/13/2016
Total 622509210000:					183.36	
622509260000						
622-509260-000 EMPLOYEE REIMBURSEME	DINERS CLUB COMMERCIAL	Travel	5831 04/16	04/28/2016	559.80	05/13/2016
Total 622509260000:					559.80	

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
622509330000						
622-509330-000 TRANSPORTATION-SUPPLI	VOYAGER FLEET SYSTEMS IN	Voyager Acct. 869297630 Water Dept	869297630619	05/01/2016	282.13	05/13/2016
Total 622509330000:					282.13	
622509350000						
622-509350-000 GENERAL PLANT-SUPPLIE	RUNDLE-SPENCE	Rundle-Spence - (split)	S2468556.001	05/09/2016	15.67	05/13/2016
Total 622509350000:					15.67	
623575740225						
623-575740-225 TELEPHONE	AT & T	262 763-3747 163 6 (split)	26276334740516	05/04/2016	55.22	05/13/2016
Total 623575740225:					55.22	
802525211390						
802-525211-390 DARE DONATIONS	DINERS CLUB COMMERCIAL	Bell HLMT YTH	5898 04/16	04/25/2016	1,443.00	05/13/2016
Total 802525211390:					1,443.00	
Grand Totals:					48,094.09	

Dated: _____

Motion for Approval by: _____

Motion Seconded by: _____

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
100239006						
100-239006 LAW-VISION	SUPERIOR VISION INSURANCE	Policy No. 141500 June Billing	IA513631	05/09/2016	634.20	05/20/2016
Total 100239006:					634.20	
100239007						
100-239007 LIFE INSURANCE	SECURIAN FINANCIAL GROUP,	MINNESOTA LIFE 2832L JUNE BILLING	JUNE2016	05/17/2016	1,815.01	05/20/2016
Total 100239007:					1,815.01	
100434312000						
100-434312-000 OPERATOR LICENSES	ROUNDY'S SUPERMARKESTS, I	refund: overpayment check 2756907	1.051914	05/17/2016	25.00	05/20/2016
Total 100434312000:					25.00	
100454521001						
100-454521-001 BOND FEES	RACINE COUNTY CLERK OF C	Hendricks, Lisa; Case # 16-1545	HENDRICKS	05/13/2016	5,035.00	05/20/2016
Total 100454521001:					5,035.00	
100515132153						
100-515132-153 ADMIN - EBC	EMPLOYEE BENEFITS CORPO	EBC ADMINISTRATION	1537538	05/15/2016	10.75	05/20/2016
Total 100515132153:					10.75	
100515132219						
100-515132-219 BLDG INSP - SEALER,WGH	DATCP-CONSUMER PROTECTI	W & M CONTRACT INSPECTION	115-0000000745	05/13/2016	6,400.00	05/20/2016
Total 100515132219:					6,400.00	
100515132225						
100-515132-225 ADMIN - TELEPHONE	AT & T LONG DISTANCE	AT & T LONG DISTANCE ADMIN	829440291-04/16	05/04/2016	34.76	05/20/2016
Total 100515132225:					34.76	
100515141153						
100-515141-153 FINANCE - EMPLOYEE BEN	EMPLOYEE BENEFITS CORPO	EBC FINANCE	1537538	05/15/2016	.63	05/20/2016
Total 100515141153:					.63	
100515141225						
100-515141-225 FINANCE - TELEPHONE	AT & T LONG DISTANCE	AT & T LONG DISTANCE FINANCE	829440291-04/16	05/04/2016	2.09	05/20/2016
Total 100515141225:					2.09	
100525211153						
100-525211-153 POLICE - EMP BENEFITS C	EMPLOYEE BENEFITS CORPO	EBC POLICE	1537538	05/15/2016	7.81	05/20/2016
Total 100525211153:					7.81	
100525211225						
100-525211-225 POLICE - TELEPHONE	AT & T LONG DISTANCE	AT & T LONG DISTANCE POLICE	829440291-04/16	05/04/2016	175.50	05/20/2016
Total 100525211225:					175.50	
100525220153						
100-525220-153 FIRE - EMPLOYEE BENEFIT	EMPLOYEE BENEFITS CORPO	EBC FIRE	1537538	05/15/2016	12.50	05/20/2016

Prepaid
 05-20-2016

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
Total 100525220153:					12.50	
100525220225						
100-525220-225 FIRE - TELEPHONE	AT & T LONG DISTANCE	AT & T LONG DISTANCE FIRE	829440291-04/16	05/04/2016	83.83	05/20/2016
Total 100525220225:					83.83	
100535321225						
100-535321-225 STREETS - TELEPHONE	AT & T LONG DISTANCE	AT & T LONG DISTANCE DPW	829440291-04/16	05/04/2016	2.10	05/20/2016
Total 100535321225:					2.10	
100535321350						
100-535321-350 STREETS - REP MAINT SUP	KIMBALL MIDWEST	KIMBALL MIDWEST DPW ACCT #4249	4809926	03/30/2016	1,228.02	05/20/2016
Total 100535321350:					1,228.02	
251555511153						
251-555511-153 EMPLOYEE BENEFITS	EMPLOYEE BENEFITS CORPO	EBC LIBRARY	1537538	05/15/2016	2.34	05/20/2016
Total 251555511153:					2.34	
251555511327						
251-555511-327 MATERIALS	WI HISTORICAL SOCIETY	RENEWAL - WI MAGAZINE OF HISTORY	2016WHS	04/29/2016	65.00	05/20/2016
Total 251555511327:					65.00	
621575740153						
621-575740-153 EMPLOYEE BENEFITS	EMPLOYEE BENEFITS CORPO	EBC WWTP	1537538	05/15/2016	12.50	05/20/2016
Total 621575740153:					12.50	
621575740225						
621-575740-225 TELEPHONE	VERIZON WIRELESS	SCADA WWTP Acct # 242013605-00001	9765148976	04/11/2016	33.72	05/20/2016
Total 621575740225:					33.72	
622509210000						
622-509210-000 OFFICE SUPPLY	AT & T LONG DISTANCE	AT & T LONG DISTANCE WATER	829440291-04/16	05/04/2016	2.10	05/20/2016
Total 622509210000:					2.10	
622509260153						
622-509260-153 EMPLOYEE BENEFITS	EMPLOYEE BENEFITS CORPO	EBC WATER	1537538	05/15/2016	3.47	05/20/2016
Total 622509260153:					3.47	
623575740200						
623-575740-200 FUEL FOR RESALE	ASCENT AVIATION GROUP, INC	100LL AVIATION GASOLINE	364669	05/10/2016	25,244.00	05/20/2016
Total 623575740200:					25,244.00	
623575740220						
623-575740-220 ELECTRIC	WE ENERGIES	3243-871-135	3243871135APR16	05/11/2016	68.22	05/20/2016
623-575740-220 ELECTRIC	WE ENERGIES	4066-688-457	4066688457APR16	05/11/2016	37.62	05/20/2016
623-575740-220 ELECTRIC	WE ENERGIES	4619-277-006	4619277006	05/11/2016	428.25	05/20/2016
623-575740-220 ELECTRIC	WE ENERGIES	6069-094-440	6069094440APR16	05/11/2016	228.47	05/20/2016
623-575740-220 ELECTRIC	WE ENERGIES	6280-861-972	6280861972APR16	05/11/2016	16.12	05/20/2016

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
623-575740-220 ELECTRIC	WE ENERGIES	6831-002-581	6831002581APR16	05/11/2016	58.83	05/20/2016
623-575740-220 ELECTRIC	WE ENERGIES	7460-654-921	7460654921APR16	05/11/2016	55.97	05/20/2016
623-575740-220 ELECTRIC	WE ENERGIES	8460-785-002	8460785002APR16	05/11/2016	30.54	05/20/2016
Total 623575740220:					924.02	
623575740225						
623-575740-225 TELEPHONE	AT & T LONG DISTANCE	AT & T LONG DISTANCE AIRPORT	829440291-04/16	05/04/2016	2.10	05/20/2016
Total 623575740225:					2.10	
875232000						
875-232000 MUNICIPAL COURT DEP	RAYMOND, HARRY	refund tax intercept cit.	021716	05/12/2016	196.00	05/20/2016
Total 875232000:					196.00	
Grand Totals:					41,952.45	

Dated: _____

Motion for Approval by: _____

Motion Seconded by: _____

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
100525220242						
100-525220-242 FIRE - REPAIR & MAINT VE	SIGNS & LINES BY STRETCH, L		34931	05/17/2016	365.00	05/23/2016
Total 100525220242:					365.00	
Grand Totals:					365.00	

Dated: _____

Motion for Approval by: _____

Motion Seconded by: _____

Prepaid
05-23-2016

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
100444411000						
100-444411-000 COURT FINES & COSTS	RACINE COUNTY TREASURER	Racine Co Jail Assessment	2016APRIL	05/20/2016	1,577.60	05/27/2016
100-444411-000 COURT FINES & COSTS	RACINE COUNTY TREASURER	Racine Co Surcharge	2016APRIL	05/20/2016	288.80	05/27/2016
100-444411-000 COURT FINES & COSTS	ST OF WISC CONTROLLER'S O	ST OF WI CONTROLLER OFFICE APRIL	2016APRIL	05/20/2016	5,685.34	05/27/2016
Total 100444411000:					7,551.74	
100454511000						
100-454511-000 CLERKS REVENUE	WI DEPT OF JUSTICE	G1026T WI DEPT OF JUSTICE CIB	G1026T 04/16	05/02/2016	266.00	05/27/2016
Total 100454511000:					266.00	
100454521001						
100-454521-001 BOND FEES	Lake Geneva Polic Department	Nunez, Gaspar A Cordoso; Case: 13-6461	NUNEZ	05/18/2016	303.00	05/27/2016
Total 100454521001:					303.00	
100525211299						
100-525211-299 POLICE - SUNDRY CONTRA	3M COGENT INC.	LS Maintenance - CS500e Desktop	27480	03/08/2016	1,171.00	05/27/2016
Total 100525211299:					1,171.00	
100535321220						
100-535321-220 STREETS - UTILITIES	WE ENERGIES	0688-843-174	0688843174APR16	05/12/2016	372.59	05/27/2016
Total 100535321220:					372.59	
100535321225						
100-535321-225 STREETS - TELEPHONE	TDS	TDS DPW 262-539-3770 (SPLIT)	262-539-3770 05/16	05/19/2016	75.86	05/27/2016
Total 100535321225:					75.86	
100535321261						
100-535321-261 STREETS - LIGHTING	WE ENERGIES	0088-492-988	0088492988APR16	05/11/2016	43.73	05/27/2016
100-535321-261 STREETS - LIGHTING	WE ENERGIES	2019-198-266	2019198266MAY16	05/12/2016	38.43	05/27/2016
100-535321-261 STREETS - LIGHTING	WE ENERGIES	3277-994-067	3277994067APR16	05/11/2016	47.68	05/27/2016
100-535321-261 STREETS - LIGHTING	WE ENERGIES	4067-122-145	4067122145APR16	05/11/2016	23.20	05/27/2016
100-535321-261 STREETS - LIGHTING	WE ENERGIES	4440-397-780	4440397780APR16	05/11/2016	.12	05/27/2016
100-535321-261 STREETS - LIGHTING	WE ENERGIES	5639-265-567	5639265567APR16	05/11/2016	470.72	05/27/2016
100-535321-261 STREETS - LIGHTING	WE ENERGIES	6438-309-692	6438309692MAY16	05/15/2016	125.91	05/27/2016
100-535321-261 STREETS - LIGHTING	WE ENERGIES	6838-102-431	6838102431APR16	05/12/2016	266.84	05/27/2016
Total 100535321261:					1,016.63	
100535321351						
100-535321-351 STREETS - MAINT CURB,G	R.K.W. REDI-MIX CONCRETE I	RKW - 142 and Edgewood	77750	04/12/2016	242.00	05/27/2016
100-535321-351 STREETS - MAINT CURB,G	R.K.W. REDI-MIX CONCRETE I	RKW DPW PICK UP	77977	04/15/2016	56.00	05/27/2016
100-535321-351 STREETS - MAINT CURB,G	R.K.W. REDI-MIX CONCRETE I	RKW - Amanda St	78361	04/26/2016	291.00	05/27/2016
Total 100535321351:					589.00	
10055551145						
100-555551-145 PARKS - EMPLOYEE REIMB	REGNER, JAMES	Reimbursement - CDL Renewal	051816	05/18/2016	74.00	05/27/2016
Total 10055551145:					74.00	
10055551220						
100-555551-220 PARKS - UTILITIES	WE ENERGIES	0235-568-359	0235568359APR16	05/11/2016	667.92	05/27/2016
100-555551-220 PARKS - UTILITIES	WE ENERGIES	1486-453-053	1486453053APR16	05/12/2016	18.26	05/27/2016

Prepaid
05-27-2016

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
100-555551-220 PARKS - UTILITIES	WE ENERGIES	2625-548-774	2625548774APR16	05/11/2016	47.95	05/27/2016
100-555551-220 PARKS - UTILITIES	WE ENERGIES	2672-334-997	2672334997APR16	05/11/2016	129.99	05/27/2016
100-555551-220 PARKS - UTILITIES	WE ENERGIES	3073-922-427	3073922427APR16	05/11/2016	15.71	05/27/2016
100-555551-220 PARKS - UTILITIES	WE ENERGIES	3406-030-405	3406030405APR16	05/11/2016	39.38	05/27/2016
100-555551-220 PARKS - UTILITIES	WE ENERGIES	3832-053-838	3832053868APR16	05/08/2016	16.93	05/27/2016
100-555551-220 PARKS - UTILITIES	WE ENERGIES	4278-074-627	4278074627APR16	05/11/2016	53.80	05/27/2016
100-555551-220 PARKS - UTILITIES	WE ENERGIES	4447-370-241	4447370241APR16	05/11/2016	40.06	05/27/2016
100-555551-220 PARKS - UTILITIES	WE ENERGIES	4484-977-713	4484977713MAY16	05/11/2016	69.15	05/27/2016
100-555551-220 PARKS - UTILITIES	WE ENERGIES	5200-062-983	5200062983APR16	05/11/2016	15.71	05/27/2016
100-555551-220 PARKS - UTILITIES	WE ENERGIES	5276-292-324	5276292324APR16	05/11/2016	26.59	05/27/2016
100-555551-220 PARKS - UTILITIES	WE ENERGIES	7060-825-262	7060825262APR16	05/11/2016	70.12	05/27/2016
Total 100555551220:					1,211.57	
100555551225						
100-555551-225 PARKS - TELEPHONE	TDS	TDS DPW 262-539-3770 (SPLIT)	262-539-3770 05/16	05/19/2016	37.92	05/27/2016
Total 100555551225:					37.92	
251555511327						
251-555511-327 MATERIALS	WORLD BOOK, INC.	WB Encyclopedia 2016 22V	1523763	01/15/2016	899.00	05/27/2016
Total 251555511327:					899.00	
251555511330						
251-555511-330 INSERVICE TRAINING/TRAV	MCCARTHY, TAMMY	Reimbursement - mileage	MAY 2016	05/26/2016	49.68	05/27/2016
Total 251555511330:					49.68	
465555551804						
465-555551-804 PARKS CAPITAL OUTLAY P	TCF EQUIPMENT FINANCE, INC	Mower Financing- Contrat # 008-0658807-300	4604781	05/16/2016	343.28	05/27/2016
Total 465555551804:					343.28	
621575740220						
621-575740-220 WWTP-ELECTRIC	WE ENERGIES	7672-906-685	7672906685APR16	05/12/2016	236.51	05/27/2016
621-575740-220 WWTP-ELECTRIC	WE ENERGIES	8098-971-449	8098971449MAY16	05/15/2016	36.11	05/27/2016
621-575740-220 WWTP-ELECTRIC	WE ENERGIES	8635-875-051	8635875051APR16	05/08/2016	61.15	05/27/2016
Total 621575740220:					333.77	
621575740310						
621-575740-310 OFFICE SUPPLIES, POSTA	TIME WARNER CABLE-MILW	Time Warner WWTP Acct # 702658601	702658601 05/16	05/17/2016	124.94	05/27/2016
Total 621575740310:					124.94	
622509210000						
622-509210-000 OFFICE SUPPLY	TDS	TDS DPW 262-539-3770 (SPLIT)	262-539-3770 05/16	05/19/2016	75.86	05/27/2016
622-509210-000 OFFICE SUPPLY	AT & T	414 r24-8901 367 9	414R2489010516	05/10/2016	68.95	05/27/2016
Total 622509210000:					144.81	
Grand Totals:					14,564.79	

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
----------------------	-------------	-------------	----------------	--------------	-----------------------	-----------

Dated: _____

Motion for Approval by: _____

Motion Seconded by: _____

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
100160000						
100-160000 PREPAID EXPENDITURES	DIGICORP	Block Contract	313311	05/17/2016	20,000.00	
Total 100160000:					20,000.00	
10051511248						
100-515111-248 REPAIRS AND MAINT BLDG	REINEMANS, INC.	Mayor's Office - stain	101101	05/12/2016	16.53	
100-515111-248 REPAIRS AND MAINT BLDG	REINEMANS, INC.	Mayor's Office - primer	101242	05/14/2016	19.99	
100-515111-248 REPAIRS AND MAINT BLDG	REINEMANS, INC.	Mayor's Office - finishing nails, tape	101983	05/24/2016	9.78	
Total 10051511248:					46.30	
10051511399						
100-515111-399 CITY COUNCIL - PUBLICATI	SOUTHERN LAKES NEWSPAPE	Legals - Adjourn BOR Notice	242721	05/05/2016	19.28	
100-515111-399 CITY COUNCIL - PUBLICATI	SOUTHERN LAKES NEWSPAPE	Liquor License Apps	244418	05/19/2016	120.96	
Total 10051511399:					140.24	
100515121243						
100-515121-243 MUNI COURT - SERVICE CO	JAMES IMAGING SYSTEMS, IN	Muni Toshiba ES550	677700	05/16/2016	18.73	
Total 100515121243:					18.73	
100515121310						
100-515121-310 MUNI COURT - OFFICE SUP	MINUTEMAN PRESS OF BURLI	Minuteman - Envelopes	27226	05/24/2016	129.92	
Total 100515121310:					129.92	
100515131390						
100-515131-390 MAYOR-SUPLIES-OTHER E	MENARDS	Menards Acct 32120261- Mayors Office	6137	05/12/2016	20.38	
Total 100515131390:					20.38	
100515132310						
100-515132-310 ADMIN - OFF SUPP-POSTA	ALSCO	ALSCO DPW (split) Customer # 074781	IMIL1073031	05/11/2016	2.75	
100-515132-310 ADMIN - OFF SUPP-POSTA	ALSCO	ALSCO DPW (split) Customer # 074780	IMIL1075461	05/18/2016	2.75	
Total 100515132310:					5.50	
100515132399						
100-515132-399 ADMIN - SUNDRY EXPENSE	RICHTER'S MARKETPLACE	Richter's Marketplace - City Hall	05/25/16CH	05/25/2016	5.85	
Total 100515132399:					5.85	
100515141310						
100-515141-310 FINANCE - OFFICE SUPP/P	COMPLETE OFFICE OF WISCO	Office Supplies	573800	05/13/2016	31.82	
Total 100515141310:					31.82	
100515141533						
100-515141-533 FINANCE - COPY MACHINE	JAMES IMAGING SYSTEMS, IN	Fin Toshiba ES550	677700	05/16/2016	56.18	
Total 100515141533:					56.18	
100515142310						
100-515142-310 ELECTIONS - OPERATION S	BEAR GRAPHICS, INC.	election envelopes	2742886	04/29/2016	163.54	
Total 100515142310:					163.54	

Vouchers
06-07-2016

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
100515142321						
100-515142-321 ELECTIONS - BALLOTS & A	RACINE CO CLERK	February Primary Election	021616	05/10/2016	2,127.24	
100-515142-321 ELECTIONS - BALLOTS & A	RACINE CO CLERK	April Spring Election	040516	05/10/2016	3,091.58	
100-515142-321 ELECTIONS - BALLOTS & A	WALWORTH COUNTY TREASU	Election Reimbursement	040516	05/20/2016	125.00	
Total 100515142321:					5,343.82	
100515161298						
100-515161-298 ATTORNEY - CONTRACT S	VONBRIESEN & ROPER, S.C.	VON BRIESEN & PURTELL LABOR & EMPLOYME	10513	05/13/2016	2,428.40	
Total 100515161298:					2,428.40	
100525211211						
100-525211-211 POLICE - PHYSICALS	ORGANIZATION DEVELOPMEN	Interest on Overdue Balance	11678	04/29/2016	19.97	
100-525211-211 POLICE - PHYSICALS	WI CHIEFS OF POLICE ASSOC	WCPA Police Entry Level Exams	032116	04/30/2016	693.00	
Total 100525211211:					712.97	
100525211310						
100-525211-310 POLICE - OFF SUPP-POSTA	RICHTER'S MARKETPLACE	Richter's Marketplace - Police Dept	05/06/16PD	05/06/2016	17.04	
Total 100525211310:					17.04	
100525211330						
100-525211-330 POLICE - TRAVEL	Defensive Edge Training &	Course Registration Fee	1577	05/06/2016	395.00	
Total 100525211330:					395.00	
100525211347						
100-525211-347 POLICE - FIREARM SUPP/R	ADVANTAGE POLICE SUPPLY I	Aimpoint PRO (patrol rifle optic)	16-0315	03/10/2016	2,472.00	
Total 100525211347:					2,472.00	
100525211381						
100-525211-381 POLICE - INVESTIGATIONS	TransUnion Risk & Alternative Dat	Account ID 777966 Monthly Billing	2016APRIL	05/01/2016	25.00	
Total 100525211381:					25.00	
100525220211						
100-525220-211 FIRE - PHYSICALS	AURORA HEALTH CARE	Acct #600003825 Rasmussen, Megan	142093567	04/18/2016	78.00	
100-525220-211 FIRE - PHYSICALS	AURORA HEALTH CARE	Acct #600003825 Peterson, Richard	142146809	04/20/2016	78.00	
100-525220-211 FIRE - PHYSICALS	AURORA HEALTH CARE	Acct #600003825 Keefer	142216310	04/22/2016	78.00	
100-525220-211 FIRE - PHYSICALS	AURORA HEALTH CARE	Acct #600003825 Schenk, Joseph	142404449	04/29/2016	78.00	
100-525220-211 FIRE - PHYSICALS	AURORA HEALTH CARE	Acct #600003825 Calkins, Ryan	142413580	04/29/2016	78.00	
100-525220-211 FIRE - PHYSICALS	AURORA HEALTH CARE	Acct #600003825 Fallon, Daniel	142492825	05/03/2016	78.00	
100-525220-211 FIRE - PHYSICALS	AURORA HEALTH CARE	Acct #600003825 Benko, Justin	142562938	05/05/2016	128.00	
100-525220-211 FIRE - PHYSICALS	AURORA HEALTH CARE	Acct #600003825 Spencer, Joshua	142594472	05/06/2016	78.00	
100-525220-211 FIRE - PHYSICALS	AURORA HEALTH CARE	Acct #600003825 Peterson, James	142772686	05/13/2016	78.00	
Total 100525220211:					752.00	
100525220225						
100-525220-225 FIRE - TELEPHONE	DIGICORP	Digicorp - Voice Labor	313361	05/25/2016	90.00	
Total 100525220225:					90.00	
100525220242						
100-525220-242 FIRE - REPAIR & MAINT VE	BUMPER TO BUMPER BURLING	BUMPER TO BUMPER FIRE DEPT	306527	05/26/2016	71.94	

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
Total 100525220242:					71.94	
100525220248						
100-525220-248	FIRE - REPAIR MAINT BLDG	MENARDS	Acct # 32120264 - Fire House Supplies	6227	05/13/2016	4.92
100-525220-248	FIRE - REPAIR MAINT BLDG	MENARDS	Acct # 32120264 - Fire House Supplies	6277	05/13/2016	25.30
100-525220-248	FIRE - REPAIR MAINT BLDG	MENARDS	Acct # 32120264 - Fire House Supplies	6413	05/15/2016	80.93
100-525220-248	FIRE - REPAIR MAINT BLDG	MENARDS	Acct # 32120264 - Fire House Supplies	6575	05/17/2016	14.86
Total 100525220248:					126.01	
100525220298						
100-525220-298	FIRE- CONTRACT SERVICE	ALSCO	ALSCO - FIRE DEPT CUSTOMER #012470	IMIL1073022	05/11/2016	52.99
100-525220-298	FIRE- CONTRACT SERVICE	MALEK & ASSOCIATES CONSU	Plan Review for Spring Brook Town Homes	5419	05/09/2016	750.00
100-525220-298	FIRE- CONTRACT SERVICE	MALEK & ASSOCIATES CONSU	Plan Review for Oak Park Place	5421	05/13/2016	1,645.00
Total 100525220298:					2,447.99	
100525220389						
100-525220-389	FIRE - PROTECTIVE CLOTH	LARK UNIFORM OUTFITTERS	Lark Uniform - Fire Dept	220661	05/05/2016	146.45
Total 100525220389:					146.45	
100535321159						
100-535321-159	STREETS - CLOTHING ALL	ALSCO	ALSCO DPW (split) Customer # 074781	IMIL1073031	05/11/2016	64.96
100-535321-159	STREETS - CLOTHING ALL	ALSCO	ALSCO DPW (split) Customer # 074780	IMIL1075461	05/18/2016	127.88
100-535321-159	STREETS - CLOTHING ALL	CLASSIC INDUSTRIAL SUPPLIE	CIS DPW (split)	26216	05/04/2016	168.50
100-535321-159	STREETS - CLOTHING ALL	ALLIED SAFETY PRODUCTS, LL	Leather Gloves (split)	4714	05/11/2016	92.10
Total 100535321159:					453.44	
100535321244						
100-535321-244	STREETS - REP MAINT EQ	MENARDS	Menards Acct 32120266	06239	05/13/2016	69.82
Total 100535321244:					69.82	
100535321248						
100-535321-248	STREETS REP & MAINT BL	ALSCO	ALSCO DPW (split) Customer # 074781	IMIL1065636-CRD	04/20/2016	8.06-
100-535321-248	STREETS REP & MAINT BL	ALSCO	ALSCO DPW (split) Customer # 074781	IMIL1075462	05/18/2016	10.93
Total 100535321248:					2.87	
100535321298						
100-535321-298	STREETS - CONTRACT SER	SOUTHERN LAKES NEWSPAPE	Legals - Bids: Tanker Truck	241460	04/28/2016	52.12
100-535321-298	STREETS - CONTRACT SER	SOUTHERN LAKES NEWSPAPE	Legals - Patrol Truck	241462	04/28/2016	56.22
100-535321-298	STREETS - CONTRACT SER	WANASEK CORPORATION	ELGIN TRUCK SWEEPER	5943	05/10/2016	4,676.50
100-535321-298	STREETS - CONTRACT SER	OUTDOOR LIGHTING CONST IN	Repair - cross walk signals	7455	05/03/2016	999.10
100-535321-298	STREETS - CONTRACT SER	DONERITE JANITORIAL SERV I	Shampoo Carpet (split)	2851	05/10/2016	112.00
100-535321-298	STREETS - CONTRACT SER	DONERITE JANITORIAL SERV I	DoneRite Janitorial Cleaning for DPW (split)	2854	05/19/2016	360.00
100-535321-298	STREETS - CONTRACT SER	CINTAS CORPORATION	CINTAS CORP DPW (SPLIT)	5005062135	05/05/2016	52.85
Total 100535321298:					6,308.79	
100535321310						
100-535321-310	STREETS - OFF SUPP/POS	REINEMANS, INC.	ups	98842	04/08/2016	13.60
100-535321-310	STREETS - OFF SUPP/POS	COMPLETE OFFICE OF WISCO	InkCart	573801	05/13/2016	227.98
Total 100535321310:					241.58	

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
100535321350						
100-535321-350	STREETS - REP MAINT SUP	ASPHALT CONTRACTORS, INC	Asphalt Contractors - E-1 9.5mm	2016099	05/13/2016	69.30
100-535321-350	STREETS - REP MAINT SUP	HUMPHREY SERVICE & PARTS,	HUMPHREY SERVICE DPW STOCK	1112263	05/12/2016	63.53
100-535321-350	STREETS - REP MAINT SUP	MENARDS	Menards Acct 32120266 - Re-bar	5315	05/02/2016	23.34
100-535321-350	STREETS - REP MAINT SUP	MENARDS	Menards Acct 32120266 - Nozzle	5547	05/05/2016	12.98
100-535321-350	STREETS - REP MAINT SUP	MENARDS	Menards Acct 32120265	6003	05/10/2016	43.11
100-535321-350	STREETS - REP MAINT SUP	MENARDS	Menards Acct 32120265	6497	05/16/2016	6.18
100-535321-350	STREETS - REP MAINT SUP	JX ENTERPRISES INC	JX Peterbilt - Parts Unit 519	2-261260037	05/05/2016	951.86
Total 100535321350:						1,170.30
10055551159						
100-555551-159	PARKS - CLOTHING	ALSCO	ALSCO DPW (split) Customer # 074781	IMIL1073031	05/11/2016	16.83
100-555551-159	PARKS - CLOTHING	ALSCO	ALSCO DPW (split) Customer # 074780	IMIL1075461	05/18/2016	18.58
100-555551-159	PARKS - CLOTHING	CLASSIC INDUSTRIAL SUPPLIE	CIS DPW (split)	26216	05/04/2016	168.50
100-555551-159	PARKS - CLOTHING	ALLIED SAFETY PRODUCTS, LL	Leather Gloves (split)	4714	05/11/2016	92.10
Total 10055551159:						296.01
10055551248						
100-555551-248	PARKS - REPAIR MAINT BL	ALSCO	ALSCO DPW (split) Customer # 074781	IMIL1065636-CRD	04/20/2016	4.04
100-555551-248	PARKS - REPAIR MAINT BL	ALSCO	ALSCO DPW (split) Customer # 074781	IMIL1075462	05/18/2016	5.46
Total 10055551248:						1.42
10055551298						
100-555551-298	PARKS - OUTSIDE SERVICE	PATS SERVICES, INC	PATS SANITARY RENTAL BUSHNELL PARK	A-125584	05/05/2016	23.22
100-555551-298	PARKS - OUTSIDE SERVICE	PATS SERVICES, INC	PATS SANITARY RENTAL ECHO PARK	A-125586	05/05/2016	66.00
100-555551-298	PARKS - OUTSIDE SERVICE	PATS SERVICES, INC	PATS SANITARY RENTAL RIVERSIDE PARK	A-125621	05/06/2016	180.00
100-555551-298	PARKS - OUTSIDE SERVICE	PATS SERVICES, INC	PATS SANITARY COMPOST SITE	A-126105	05/17/2016	90.00
100-555551-298	PARKS - OUTSIDE SERVICE	SOUTHERN LAKES NEWSPAPE	Park Attendant	241025	04/21/2016	584.00
100-555551-298	PARKS - OUTSIDE SERVICE	DONERITE JANITORIAL SERV I	Shampoo Carpet (split)	2851	05/10/2016	56.00
100-555551-298	PARKS - OUTSIDE SERVICE	DONERITE JANITORIAL SERV I	DoneRite Janitorial Cleaning for DPW (split)	2854	05/19/2016	180.00
100-555551-298	PARKS - OUTSIDE SERVICE	CINTAS CORPORATION	CINTAS CORP DPW (SPLIT)	5005062135	05/05/2016	26.43
100-555551-298	PARKS - OUTSIDE SERVICE	MIDWEST NETTING SOLUTION	(4) Section of Baseball Netting	357	05/19/2016	1,499.00
Total 10055551298:						2,704.65
10055551310						
100-555551-310	PARKS - OFFICE SUPP, PO	COMPLETE OFFICE OF WISCO	Office Supplies	582882	05/27/2016	99.44
Total 10055551310:						99.44
10055551350						
100-555551-350	PARKS - REPAIR/MTCE SUP	REINDERS INC	Reinders- parts for Unit 107	1631628-00	05/04/2016	532.87
100-555551-350	PARKS - REPAIR/MTCE SUP	REINDERS INC	Reinders- parts for Unit 103	1633793-00	05/16/2016	889.95
100-555551-350	PARKS - REPAIR/MTCE SUP	REINEMANS, INC.	cut key	100991	05/11/2016	2.99
100-555551-350	PARKS - REPAIR/MTCE SUP	REINEMANS, INC.	cut keys	100997	05/11/2016	14.95
100-555551-350	PARKS - REPAIR/MTCE SUP	REINEMANS, INC.	Slide Bolts	101684	05/20/2016	43.16
100-555551-350	PARKS - REPAIR/MTCE SUP	REINEMANS, INC.	cut keys	101860	05/23/2016	17.94
100-555551-350	PARKS - REPAIR/MTCE SUP	REINEMANS, INC.	cut keys	101937	05/24/2016	11.96
100-555551-350	PARKS - REPAIR/MTCE SUP	ARBOR IMAGES, INC.	Arbor Images - Playground Mix	59547B	05/02/2016	168.00
100-555551-350	PARKS - REPAIR/MTCE SUP	OTTO PAAP CO, INC	OTTO PAAP CO DPW TRIMMER	13049	05/24/2016	349.00
Total 10055551350:						2,030.82
100565641298						
100-565641-298	PLAN COMM - CONTRACT S	KAPUR & ASSOCIATES, INC.	16.0002.01 Oak Park Place Plan Review	87733	05/24/2016	146.50

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
Total 100565641298:					146.50	
100575710295						
100-575710-295 CLEAN SWEEP	OSI ENVIRONMENTAL, INC.	Used Oil - Collection Service Fee	1029709	05/03/2016	87.50	
Total 100575710295:					87.50	
251555511211						
251-555511-211 PHYSICALS	AURORA HEALTH CARE	Acct #600003826 Puccini, Jennifer	142921287	05/19/2016	96.00	
Total 251555511211:					96.00	
251555511247						
251-555511-247 REPAIR,MAINTENANCE BUI	REINEMANS, INC.	Building Supplies	100299	06/02/2016	84.74	
251-555511-247 REPAIR,MAINTENANCE BUI	SIMPLEX GRINNELL LP	Fire Alarm Inspection	78589289	06/02/2016	1,800.17	
251-555511-247 REPAIR,MAINTENANCE BUI	MID-AMERICAN RESEARCH CH	insecticide	0579341	06/02/2016	161.30	
Total 251555511247:					2,046.21	
251555511310						
251-555511-310 OFFICE SUPPLIES, POSTA	DEMCO	Tech Services Supplies	5857294	06/02/2016	500.14	
251-555511-310 OFFICE SUPPLIES, POSTA	PETTY CASH LIBRARY	NLW	052016PC3	06/02/2016	10.00	
251-555511-310 OFFICE SUPPLIES, POSTA	PETTY CASH LIBRARY	Amazon Hotspot Cases	052016PC4	06/02/2016	20.04	
251-555511-310 OFFICE SUPPLIES, POSTA	PETTY CASH LIBRARY	Batteries	05206PC2	06/02/2016	13.78	
251-555511-310 OFFICE SUPPLIES, POSTA	RICHTER'S MARKETPLACE	Richter's Marketplace - Library	042616RM	06/02/2016	65.51	
251-555511-310 OFFICE SUPPLIES, POSTA	STAPLES BUSINESS ADVANTA	STAPLES LIBRARY SUPPLIES	3361437453	06/02/2016	249.34	
Total 251555511310:					858.81	
251555511327						
251-555511-327 MATERIALS	BAKER & TAYLOR	Children's Material	2031944313	06/02/2016	277.51	
251-555511-327 MATERIALS	BAKER & TAYLOR	BAKER & TAYLOR LIBRARY MATERIALS	2031967765	06/02/2016	650.51	
251-555511-327 MATERIALS	BAKER & TAYLOR CONT. SERV	reference materials	501408523	06/02/2016	65.42	
251-555511-327 MATERIALS	CENTER POINT LARGE PRINT	Large Print Material	1372279	06/02/2016	308.49	
251-555511-327 MATERIALS	MARSHALL CAVENDISH CORP	LIBRARY MATERIALS	3022130	06/02/2016	193.91	
251-555511-327 MATERIALS	PETTY CASH LIBRARY	Audiobooks	052016PC	06/02/2016	22.00	
251-555511-327 MATERIALS	PETTY CASH LIBRARY	DVD's	052016PC5	06/02/2016	33.66	
251-555511-327 MATERIALS	MICROMARKETING ASSOCIAT	Audiobooks	602043	06/02/2016	35.00	
251-555511-327 MATERIALS	MICROMARKETING ASSOCIAT	Audiobooks	621309	06/02/2016	14.99	
251-555511-327 MATERIALS	AMAZON.COM/GE MONEY	Childrens Materials	AMAZ10516	06/02/2016	164.52	
251-555511-327 MATERIALS	AMAZON.COM/GE MONEY	AMAZON .COM LIBRARY MATERIALS	AMAZ20516	06/02/2016	91.52	
251-555511-327 MATERIALS	MIDWEST TAPE, LLC	audiobooks	93933917	06/02/2016	30.99	
251-555511-327 MATERIALS	MIDWEST TAPE, LLC	DVD's	93966666	06/02/2016	632.71	
251-555511-327 MATERIALS	MIDWEST TAPE, LLC	CD's	93966667	06/02/2016	38.97	
251-555511-327 MATERIALS	TASTE OF HOME	TASTE OF HOME COOKBOOKS	0516TOH	06/02/2016	32.59	
251-555511-327 MATERIALS	MIDAMERICA BOOKS	Childrens Materials	384623	06/02/2016	355.95	
251-555511-327 MATERIALS	FINDAWAY WORLD LLC	Five Playaways	184761	06/02/2016	310.60	
Total 251555511327:					3,259.34	
251555511345						
251-555511-345 PROGRAMS	HAASE, SARAH	FEE FOR ZUMBA PROGRAM	0516SH	06/02/2016	50.00	
251-555511-345 PROGRAMS	MICHELLE'S MAGIC POODLES	Childrens Program	0516MMP	06/02/2016	300.00	
Total 251555511345:					350.00	
465565641298						
465-565641-298 TID 4 CONTRACT SERVICE	ARBOR VISTA NURSERY	ARBOR VISTA NURSERY PLANTINGS DPW	29165	05/17/2016	9,000.00	

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
Total 46565641298:					9,000.00	
50151490000						
501-514900-000	ADMINISTRATIVE EXPENSE	LABYRINTH HEALTHCARE GRO	Monthly fee for Advocacy Serv	28656	183.00	05/25/2016
Total 50151490000:					183.00	
621575740159						
621-575740-159	CLOTHING ALLOWANCE	ALSCO	ALSCO WWTP (split) Cust # 012230	IMIL1073033	72.66	05/11/2016
621-575740-159	CLOTHING ALLOWANCE	ALSCO	ALSCO WWTP (split) Cust # 012230	IMIL1075464	72.66	05/18/2016
621-575740-159	CLOTHING ALLOWANCE	ALSCO	ALSCO WWTP (split) Cust # 012230	IMIL1077857	74.41	05/25/2016
Total 621575740159:					219.73	
621575740242						
621-575740-242	REPAIR, MAINTENANCE VE	AMAZON.COM/GE MONEY	Air Lift 57275 Loadlifter 5000	164957233666	286.11	05/03/2016
Total 621575740242:					286.11	
621575740244						
621-575740-244	REPAIRS, MAINT EQUIPMEN	ALSCO	ALSCO WWTP (split) Cust # 012230	IMIL1073033	13.78	05/11/2016
621-575740-244	REPAIRS, MAINT EQUIPMEN	ALSCO	ALSCO WWTP Cust # 012231 (split)	IMIL1073034	112.64	05/11/2016
621-575740-244	REPAIRS, MAINT EQUIPMEN	ALSCO	ALSCO WWTP (split) Cust # 012230	IMIL1075464	13.78	05/18/2016
621-575740-244	REPAIRS, MAINT EQUIPMEN	ALSCO	ALSCO WWTP (split) Cust # 012230	IMIL1077857	13.78	05/25/2016
621-575740-244	REPAIRS, MAINT EQUIPMEN	ALSCO	ALSCO WWTP Cust # 012231 (split)	IMIL1077858	112.64	05/25/2016
621-575740-244	REPAIRS, MAINT EQUIPMEN	REINEMANS, INC.	hex bushing	99198	2.06	04/14/2016
621-575740-244	REPAIRS, MAINT EQUIPMEN	DONERITE JANITORIAL SERV I	WWTP May Cleaning	2855	1,080.00	05/19/2016
621-575740-244	REPAIRS, MAINT EQUIPMEN	BUMPER TO BUMPER BURLING	BUMPER TO BUMPER WWTP (SPLIT)	305465	27.00	05/09/2016
Total 621575740244:					1,375.68	
621575740247						
621-575740-247	WWTP-RESERVE PLANT RE	REWALD ELECTRIC CO., INC.	Repair Underground Pipes to Burner	3725	1,572.03	06/04/2016
621-575740-247	WWTP-RESERVE PLANT RE	AHERN CO., J.F.	Waste Gas Burner	36627	7,261.76	04/29/2016
Total 621575740247:					8,833.79	
621575740249						
621-575740-249	LABORATORY	ALSCO	ALSCO WWTP (split) Cust # 012230	IMIL1073033	4.71	05/11/2016
621-575740-249	LABORATORY	ALSCO	ALSCO WWTP Cust # 012231 (split)	IMIL1073034	80.03	05/11/2016
621-575740-249	LABORATORY	ALSCO	ALSCO WWTP (split) Cust # 012230	IMIL1075464	4.71	05/18/2016
621-575740-249	LABORATORY	ALSCO	ALSCO WWTP (split) Cust # 012230	IMIL1077857	4.71	05/25/2016
621-575740-249	LABORATORY	ALSCO	ALSCO WWTP Cust # 012231 (split)	IMIL1077858	80.03	05/25/2016
621-575740-249	LABORATORY	CULLIGAN OF BURLINGTON	deionization rental service	500X01743703	42.25	04/30/2016
621-575740-249	LABORATORY	IDEXX LABORATORIES	IDEXX SUPPLIES WWTP	3002462965	935.67	05/09/2016
621-575740-249	LABORATORY	IDEXX LABORATORIES	IDEXX SUPPLIES WATER	3002462966	202.06	05/09/2016
621-575740-249	LABORATORY	NCL OF WISCONSIN, INC	NCL Acct No. 6900 WWTP supplies	372618	212.50	05/11/2016
621-575740-249	LABORATORY	BUMPER TO BUMPER BURLING	BUMPER TO BUMPER WWTP (SPLIT)	305465	12.97	05/09/2016
Total 621575740249:					1,579.64	
621575740310						
621-575740-310	OFFICE SUPPLIES, POSTA	QUILL CORPORATION	Magic curve copyholder	5984134	36.99	05/19/2016
Total 621575740310:					36.99	
621575740353						
621-575740-353	REPAIR & MAINT LIFT STAT	EVOQUA WATER TECHNOLOGI	BIOXIDE WWTP ODOR CONTROL	902630598	639.81	05/13/2016

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
Total 621575740353:					639.81	
621575740371						
621-575740-371 REG/PERMITS/OUTSIDE TE	NORTHERN LAKE SERVICE, IN	NORTHERN LAKE SERVICE WWTP TESTING	294778	05/09/2016	578.50	
Total 621575740371:					578.50	
621575740374						
621-575740-374 SAFETY	WI RURAL WATER ASSOCIATIO	WI RURAL WWTP TRAINING	2953	05/13/2016	374.20	
621-575740-374 SAFETY	CINTAS CORPORATION	CINTAS CORP WWTP	5005062136	05/05/2016	156.73	
Total 621575740374:					530.93	
622501070000						
622-501070-000 WORK IN PROGRESS	STARNET TECHNOLOGIES	Scada Upgrade	0090105-IN	05/06/2016	34,579.00	
Total 622501070000:					34,579.00	
622503460000						
622-503460-000 METERS & LABOR	MIDWEST METER INC	Midwest Meter - Meters	0077504-IN	05/04/2016	10,251.10	
Total 622503460000:					10,251.10	
622506250000						
622-506250-000 MAINTENANCE-SUPPLIES	HAWKINS, INC	Injection Check Valve	3879406	05/06/2016	352.26	
622-506250-000 MAINTENANCE-SUPPLIES	CTW CORPORATION	CTW CORPORATION WELL #9 REPAIR	23489	05/17/2016	250.00	
622-506250-000 MAINTENANCE-SUPPLIES	KOCH KUTS	KOCK KUTS SPRING APPLICATION	18989	04/30/2016	767.94	
Total 622506250000:					1,370.20	
622506310000						
622-506310-000 CHEMICALS	HAWKINS, INC	Tonkazorb 3%	3878767	05/05/2016	3,016.50	
Total 622506310000:					3,016.50	
622506520000						
622-506520-000 SERVICE-SUPPLIES	WANASEK CORPORATION	Traveler's Run Water Repair	5957	05/19/2016	1,005.98	
Total 622506520000:					1,005.98	
622509030000						
622-509030-000 OFFICE SUPPLIES	ALSCO	ALSCO DPW - Water Customer #025570	IMIL1073032	05/11/2016	37.30	
622-509030-000 OFFICE SUPPLIES	ALSCO	ALSCO DPW - Water Customer #025570	IMIL1075463	05/18/2016	37.30	
622-509030-000 OFFICE SUPPLIES	ALSCO	ALSCO DPW - Water Customer #025570	IMIL1077856	05/25/2016	37.30	
Total 622509030000:					111.90	
622509210000						
622-509210-000 OFFICE SUPPLY	SCHWAAB, INC.	SCHWAAB - REPLACEMENT PADS	A050370	05/10/2016	25.75	
622-509210-000 OFFICE SUPPLY	COMPLETE OFFICE OF WISCO	Office Supplies	573799	05/13/2016	238.10	
Total 622509210000:					263.85	
622509250000						
622-509250-000 EDUCATION-SUPPLIES	WI RURAL WATER ASSOCIATIO	WI RURAL WATER TRAINING	2953	05/13/2016	192.93	
Total 622509250000:					192.93	

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
622509350000						
622-509350-000	GENERAL PLANT-SUPPLIE	ALSCO	ALSCO DPW (split) Customer # 074781	IMIL1065636-CRD	04/20/2016	8.06-
622-509350-000	GENERAL PLANT-SUPPLIE	ALSCO	ALSCO DPW (split) Customer # 074781	IMIL1075462	05/18/2016	10.93
622-509350-000	GENERAL PLANT-SUPPLIE	MENARDS	Menards Acct 32120265	6246	05/13/2016	20.79
622-509350-000	GENERAL PLANT-SUPPLIE	DONERITE JANITORIAL SERV I	Shampoo Carpet (split)	2851	05/10/2016	112.00
622-509350-000	GENERAL PLANT-SUPPLIE	DONERITE JANITORIAL SERV I	DoneRite Janitorial Cleaning for DPW (split)	2854	05/19/2016	360.00
622-509350-000	GENERAL PLANT-SUPPLIE	CINTAS CORPORATION	CINTAS CORP DPW (SPLIT)	5005062135	05/05/2016	52.85
Total 622509350000:						548.51
623575740242						
623-575740-242	REPAIR,MAINTENANCE EQ	BURLINGTON DEVELOPMENT	VHF Airband Transceiver	030807	05/18/2016	895.00
623-575740-242	REPAIR,MAINTENANCE EQ	BURLINGTON DEVELOPMENT	Headset Adapter for Radio	030807	05/18/2016	137.24
Total 623575740242:						1,032.24
623575740245						
623-575740-245	REPAIR,MAINTENANCE GR	F & W LANDSCAPE SPEC.	F & W LANDSCAPE AIRPORT CUTTING	30	06/01/2016	2,400.00
Total 623575740245:						2,400.00
623575740247						
623-575740-247	REPAIR,MAINTENANCE BUI	SOLOFRA PLUMBING INC.	Airport - Service Work	77949	05/16/2016	146.75
Total 623575740247:						146.75
623575740298						
623-575740-298	CONTRACT SERVICES	MEISNER, GARY	Airport Manager's Agreement	JUNE2016	06/02/2016	309.00
Total 623575740298:						309.00
Grand Totals:						134,362.72

Dated: _____

Motion for Approval by: _____

Motion Seconded by: _____



COMMON COUNCIL

ITEM NUMBER: 10

DATE: June 7, 2016

SUBJECT: Licenses & Permits

SUBMITTED BY: Diahnn Halbach, City Clerk

BACKGROUND/HISTORY:

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

Operator's Licenses: see attached list

Liquor License Renewals: see attached list

Upcoming Special Events:

FiveStar Fireworks

John Heinecke

Burlington Chocolate Fest – May 27, 2016 at dusk

681 Maryland Avenue (Chocolate Fest Grounds)

BUDGET/FISCAL IMPACT:

Applicants are charged an administrative fee of which a portion funds are applied towards background checks performed by the police department. Business license fees are calculated on a case by case basis depending on the type of license applied for (noted above).

RECOMMENDATION:

Staff recommends that the Common Council approve the presented licenses.

TIMING/IMPLEMENTATION:

This item is scheduled for consideration at the June 7, 2016 Common Council meeting.

ATTACHMENTS:

None

2016 – 2017 Operator Licenses for Council Approval

1. Ahler	Casey	Steven	50. Jenkins	Tanya	Lynn
2. Alby	Julie	Ann	51. Kaehne	Sheena	Elizabeth
3. Alvarez	Maria	D.	52. Kieferle	Stephanie	Lynn
4. Andrews	Kelly	Grant	53. Kieffer	Melissa	Marie
5. Andrews	Kelly	Marie	54. Knoedler	Jeni	Beth
6. Appenzeller	Brian	Earl	55. Koch	John	Hugo
7. Appenzeller	Mary	Tanie	56. Krismer	Abbey	Elizabeth
8. Arndt	Wendy	Ann	57. Krueger	Geraldine	M.
9. Aschauer	Danielle	Lynn	58. Lancour	Jason	Matthew
10. Baker	Suzanne	Ruth	59. Lee	Joe	K.
11. Bandoli	Theresa	A.	60. Licht	Megan	Kay
12. Beres	Shelley	Jean	61. Limbach	Danielle	Nicole
13. Blizard	Roberta	Leigh	62. Lois	Corrie	Marie
14. Briggs	Bert	Edward	63. Longo	Felicia	Dawn
15. Burk	Deanie	Marie	64. Longo	Nathan	Douglas
16. Busch	Ashley	Danielle	65. Lopez	Ava	L.
17. Buss	Sarah	Jean	66. Ludtke	Elizabeth	Matilda
18. Chadwick	Kristi	Elizabeth	67. Ludtke	Cala	Marie
19. Clarey	Patti	Jo	68. Machajewski	Alycia	Marie
20. Clemmons	Angela	M.	69. Mahoney	David	
21. Collova	Rachael	Lynn	70. Manley	Laureen	Elizabeth
22. Conrad	Cole	Leonard	71. Manthei	Ronald	S.
23. Corbett	Sandra	Lynn	72. Martinez	Alexandria	Edith
24. Coulter	Casey	A.	73. Mayer	Jessica	Ann
25. Cowick	Jeremy	Kenneth	74. McCarthy	Patricia	E.
26. Craig	Kayleigh	Marie	75. Meyer	Steven	Edward
27. Crandall	Cody	Christopher	76. Michel	Laura	Ann
28. Crist	Bonnie	Joy	77. Milatz	Dave	Mark
29. Davis	Krista	Lee	78. Milatz	William	Warren
30. Dietz	Joseph	Mitchell	79. Miller	Abigail	Marie
31. Fennema	Cathy	Beth	80. Miller	Jennifer	Marie
32. Fernandez	Scott	Joseph	81. Minnich	Reka	Mae
33. Fliess	Emily	Susan	82. Mueller	Jeannette	Marie
34. Fliess	Anna	Kathryn	83. Nelson	Sara	Jean
35. Fortin	Kimberly	Ann	84. North	Eileen	Marie
36. Geddes	Dawn	Marie	85. O'Malley	Cora	Mae
37. Gennara	Gina	Lynn	86. Owens	Janelle	Lorraine
38. George	Laura	Ann	87. Paxton	Gerry	E.
39. Goldschmidt	Elizabeth	Margaret	88. Pearce	Mary	E
40. Guenther	Cheryl	Ann	89. Pedone	Vincenza	Nella
41. Hanline	Amanda	J.	90. Potter	Sheryl	Dawn
42. Harmann-Milkie	Denise	Ann	91. Pries	Brittany	Ann
43. Harris	Christine	Mychele	92. Pulczynski	Tammy	J.
44. Hayes	James	Anthony	93. Rasmussen	Amber	Nicole
45. Heath	Barbara	Ann	94. Reiherzer	Kristi	Marie
46. Herrera	Juan	M.	95. Remer	Nicole	Marie
47. Holbeck	Cotie	J.	96. Richter	Scott	Lawrence
48. Jalla	Vinay	Babu	97. Richter	Krystal	Ann
49. Jankowski	Joelle	Elizabeth	98. Richter-Huber	Susan	Marie

99. Richveis	Richard	Hugo	117. Stelmack	Ashley	Nichole
100. Riemer	Gerald	K.	118. Stinebaugh	Michelle	Katherine
101. Riemer	Theresa	Jo	119. Sullivan	Sharon	Marie
102. Romero	Alejandro	Q.	120. Taylor	John	Marshall
103. Ronkoski	Deborah	S.	121. Taylor	Richard	H.
104. Rottier	Holly	Ann	122. Thakkar	Nilesh	
105. Sanders	Nicholas	William	123. Thornton	Amanda	Rose
106. Schiller	Calla	Marie	124. VanHook	Kari	Lynn
107. Schiller	Sandra	K	125. Villarreal	Alexandria	Rae
108. Schlitz	Lynda	Mary	126. Vogelsang	Janet	Terese
109. Schober	Kyrstin	Nicole	127. Walters	Kayla	Rose
110. Silverman	Jordan	Leigh Ann	128. Washington	Kodirico	Tyshaun
111. Sime	Molly	Jayne	129. Weber	David	
112. Skrundz	Vincent	Nels	130. Weiler	Anthony	Raymond
113. Slade	Alan	Mark	131. Willing	Kira	Raschelle
114. Sobieski	Katherine	Rose	132. Wiltsey	Gary	Lee
115. Sosa	Gergardo		133. Young	Justin	Carl
116. Spencer	Janice	M.			

NOTICE IS HEREBY GIVEN that the following applications have been filed with the city clerk to deal in intoxicating and fermented malt beverages:

CLASS "A" FERMENTED MALT BEVERAGES

Name: Los Corrales Enterprise, LLC
Trade Name: Super Mercado Los Corrales
Address: 116 West Chestnut Street
Agent: Luis Rodriguez
Address: 7618 76th Avenue, Kenosha

COMBINATION "CLASS A"

Name: Aldi Inc. (Wisconsin)
Trade Name: Aldi #83
Address: 2009 Lynch Way
Agent: Wendy K. Zirbel
Address: 1233 240th Ave., Kansasville 53139

Name: Richter Foods, Burlington, Inc.
Trade Name: Richter's Market Place
Address: 156 South Pine Street
Agent: Lawrence R. Richter
Address: 12017 333rd Avenue, Twin Lakes 53181

Name: OM Burlington Oil, Inc.
Trade Name: Express Gas Station
Address: 364 Milwaukee Avenue
Agent: Tanya Lynn Jenkins
Address: 532 N. Pine Street, #200, Burlington, WI 53105

Name: Ultra Mart Foods, LLC
Trade Name: Pick 'N Save #6414
Address: 1008 Milwaukee Avenue
Agent: Allison Ransom
Address: W228 S8790 Cherry Street, Big Bend, WI 53103

Name: JMP Burlington Petroleum, Inc.
Trade Name: JMP Petroleum
Address: 500 E. State Street
Agent: Valerie Ann Tollers
Address: 1850 New Street, Union Grove, WI

Name: Ozman's Oil Co.
Trade Name: Ozman's Citgo
Address: 501 S. Pine Street
Agent: Suraj Ozman
Address: 3935 E. Park Lane, Cudahy, WI 53110

CLASS "B" FERMENTED MALT BEVERAGES / "CLASS C" WINE

Name: Christopher John Allen
Trade Name: Allens' Triangle Restaurant
Address: 532 McHenry Street
Agent: Christopher John Allen
Address: 441 West State, Burlington

Name: Super Tacos Moy LLC by Moises Medina Carrillo
Trade Name: Super Tacos Moy
Address: 140 W. Chestnut Street
Agent: Moises Medina Carrillo
Address: 305 Joan Street, Burlington

COMBINATION "CLASS B"

Name: Friendza, LLC
Trade Name: BJ Wentkers
Address: 230 Milwaukee Avenue
Agent: Kevin P. Schuerman
Address: 433 Summit Avenue, Burlington

Name: Char Grill, Inc.
Trade Name: Charcoal Grill & Rotisserie
Address: 580 Milwaukee Avenue
Agent: Jeffrey Marsh
Address: 14102 Marina Drive, Sturtevant

Name: Goldschmidt & Neu, Inc.
Trade Name: Chris' USA
Address: 724 Milwaukee Avenue
Agent: Christine Ann Neu
Address: 613 Annecy Park Circle, Waterford 53185

Name: 492 Pine Coffee House, LLC
Trade Name: The Coffee House at Chestnut & Pine
Address: 492 S. Pine Street
Agent: Carly Hurley
Address: 329 E. Gauer Circle, Milwaukee 53207

Name: D&S Restaurant, Ltd.
Trade Name: Gabby's Palace
Address: 356 North Pine Street
Agent: David Corbett
Address: 2405 Maple Road

Name: Memorial Terrace Management Group
Trade Name: Memorial Terrace
Address: 589 Milwaukee Avenue
Agent: William J. Smitz
Address: 825 Briody Street

Diahnn C. Halbach, City Clerk
City of Burlington
Racine and Walworth Counties
Dated: May 26, 2016



DATE: June 7, 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 \$1,658.35. 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 was discussed 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: June 7, 2016

Jeannie Hefty, Mayor

Attest:

Diahnn 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

F7=Prev

F3/F12=Veh Ord Menu

F9=View Trailers

F1=Help

F2=Return to Order

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

F1=Help F2=Return to Order F8=Next
 F4=Submit F5=Add to Library F3/F12=Veh Ord Menu
 F9=View Trailers

S006 - MORE DATA IS AVAILABLE.

QC06233

\$29,691 + LICENSE + FEE

—

—



DATE: June 7, 2016

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

SUBMITTED BY: Carina Walters, City Administrator

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 was discussed 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



collaborāte / formulāte / innovāte

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.



collaborate / formulate / innovate

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: _____



collaborate / formulate / innovate

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.



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 84th Street, Suite 401
 Milwaukee, WI 53214-1470
 414 / 259 1500
 414 / 259 0037 fax
www.graef-usa.com

collaborāte / formulāte / innovāte

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
TECHNICIAN/INSPECTOR	
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.



DATE: June 7, 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

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

COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 9; THENCE S0°15'10"E, ALONG THE WEST LINE OF SAID NORTHEAST ¼ 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 1, 1140.92', TO THE PLACE OF BEGINNING; THENCE S89°58'54"E, CONTINUING ALONG SAID NORTH LINE 50.80'; THENCE S38°02'24"E, 549.08'; THENCE S51°57'36"W, 40.00'; THENCE N38°02'24"W, 580.40' TO THE PLACE OF BEGINNING; SAID EASEMENT CONTAINS 0.52 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; Diahn 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: 1966 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

Register's Office
Racine County, Wis.

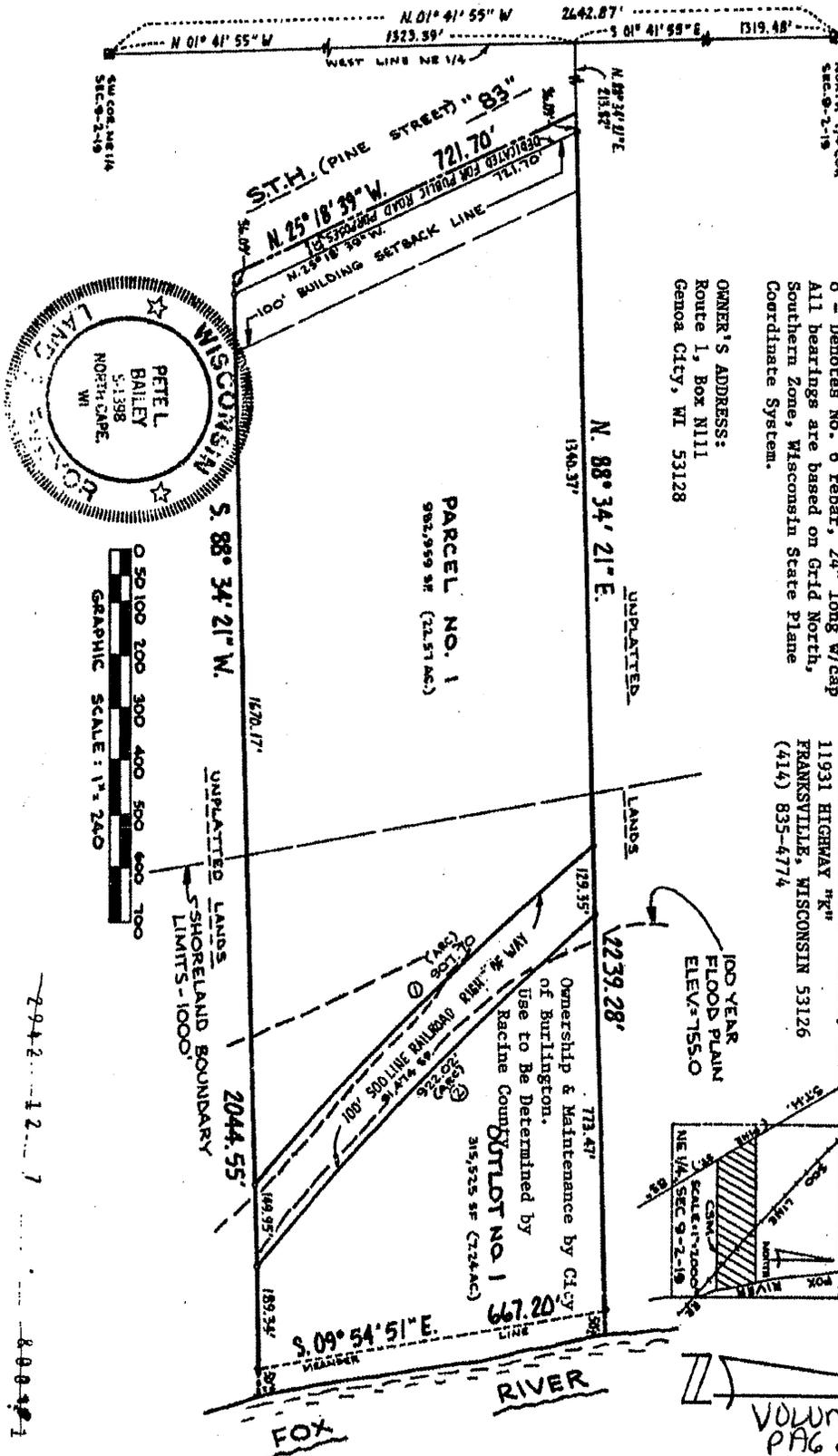
Received for Record
December 19 1985 at 9:55
o'clock A.M. and recorded in Volume
of 85M on page 331334

10- *John M. Schuttler*

1271844

8001

7 21 1962



CERTIFIED SURVEY MAP NO. 1387

BEING A PART OF THE SOUTHWEST 1/4 AND 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.

LEGEND:
o - Denotes No. 6 rebar, 24" long w/cap
All bearings are based on Grid North, Southern Zone, Wisconsin State Plane Coordinate System.

OWNER'S ADDRESS:
Route 1, Box N111
Genoa City, WI 53128

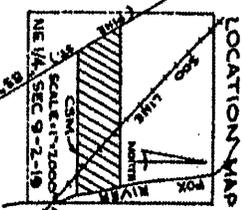
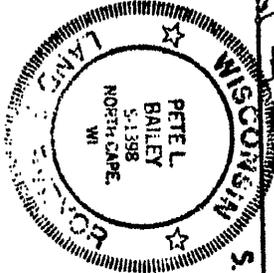
PREPARED BY:
AMERICAN SURVEYING COMPANY, INC.
11931 HIGHWAY "K"
FRANKSVILLE, WISCONSIN 53126
(414) 835-4774

100 YEAR FLOOD PLAIN ELEV. 755.0

Ownership & Maintenance by City of Burlington. Use to be Determined by Racine County.

FOOTING NO. 1

SHORELAND BOUNDARY LIMITS - 1000'



VOLUME 4
PAGE 331

CERTIFIED SURVEY MAP NO. 1387

Page 2 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.

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, 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:

A. Sant'Anna
WITNESS

Robert S. Badame (SEAL)
ROBERT S. BADAME

Margaret Buckle
WITNESS

Rosemary C. Badame (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

Mary & Marjorie 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. Riecke
PLANNING AND ZONING DIRECTOR

THIS INSTRUMENT WAS DRAFTED BY PETE L. BAILEY.

Pcl 1 002-02-19-09-002-110
Outlot 1-
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.

Steve DeWitt
MAYOR

Ralph J. Epping
City Clerk



VOLUME 4
PAGE 333

GENERAL ACKNOWLEDGMENT

NO. 201

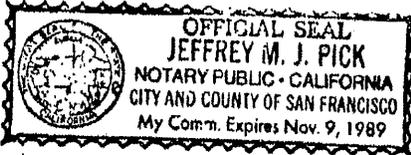
State of CA
County of SF } ss.

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.

VOLUME 4
PAGE 334

Notary's Signature

7110 122

NATIONAL NOTARY ASSOCIATION • 23012 Ventura Blvd. • P.O. Box 4626 • Woodland Hills, CA 91366-4626

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.

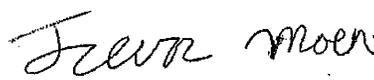
To seek judicial review of the Department's decision, ss. 227.52 and 227.53, Wis. Stats., establish criteria for filing a petition for judicial review. Such a petition shall be filed with the appropriate circuit court and shall be served on the Department. The petition shall name the Department of Natural 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
SANITARY SEWER EASEMENT EXHIBIT
CITY OF BURLINGTON, RACINE COUNTY, WI

EASEMENT LEGAL DESCRIPTION

SANITARY SEWER EASEMENT

A 40' WIDE UTILITY EASEMENT LOCATED WITHIN PARCEL NO. 1, OF CERTIFIED SURVEY MAP NO. 1387, AS DULY RECORDED IN RACINE COUNTY RECORDS AS DOCUMENT NO. 1271844, LOCATED IN THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 2 NORTH, RANGE 19 EAST, CITY OF BURLINGTON, RACINE COUNTY, WISCONSIN, DESCRIBED MORE PARTICULARLY AS FOLLOWS:
COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 9; THENCE S0°15'10"E, ALONG THE WEST LINE OF SAID NORTHEAST 1/4 SECTION, 1,319.48'; THENCE S89°58'54"E, 249.91' TO THE NORTHWEST CORNER OF SAID PARCEL 1; THENCE S89°58'54"E, ALONG THE NORTH LINE OF SAID PARCEL ONE, 1140.92', TO THE PLACE OF BEGINNING; THENCE S89°58'54"E, CONTINUING ALONG SAID NORTH LINE 50.80'; THENCE S38°02'24"E, 549.08'; THENCE S51°57'36"W, 40.00'; THENCE N38°02'24"W, 580.40' TO THE PLACE OF BEGINNING; SAID EASEMENT CONTAINS 0.52 ACRES MORE OR LESS.



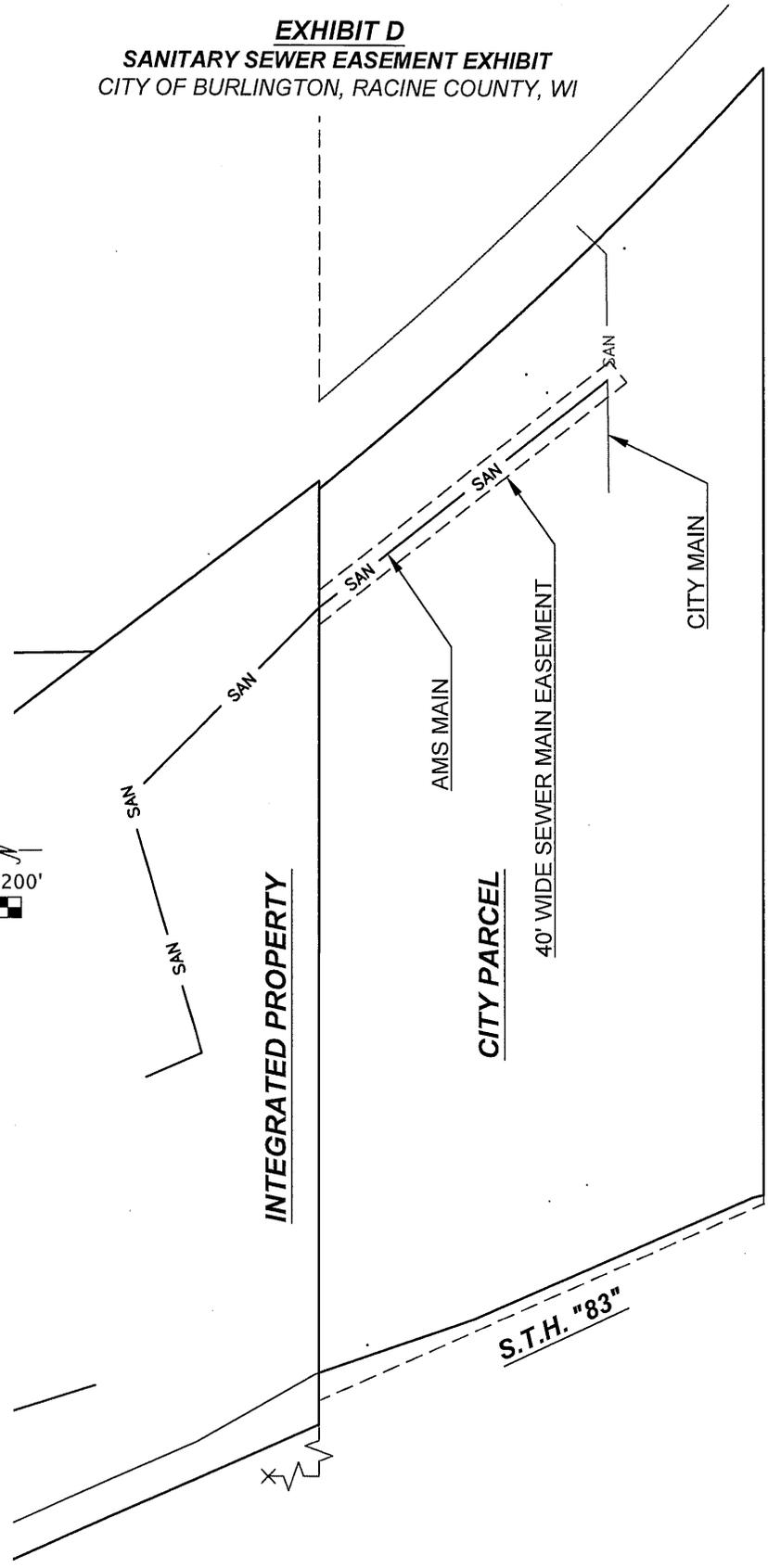
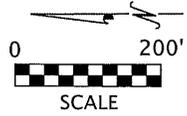
LYNCH & ASSOCIATES
ENGINEERS, ARCHITECTS, PLANNERS, INC.

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

LAST REV. 5/17/2016

SHEET 1 OF 2
Page 74 of 178

EXHIBIT D
SANITARY SEWER EASEMENT EXHIBIT
CITY OF BURLINGTON, RACINE COUNTY, WI




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

LAST REV. 5/17/2016



DATE: June 7, 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 was discussed at the May 17, 2016 Committee of the Whole meeting and is scheduled for final consideration at the June 7, 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

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.

Manpower Requirements and Costs Summary

Task	Employee Class	Hourly Rate	Manhours	Labor Cost
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



DATE: June 7, 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 was discussed 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.

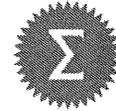
Introduced: May 17, 2016
Adopted:

Jeannie Hefty, Mayor

Attest:

Diahn C. Halbach, City Clerk

May 10, 2016



EHLERS
LEADERS IN PUBLIC FINANCE

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:

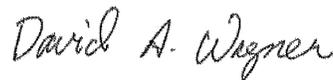
We will complete the above services for a cost not to exceed \$7,500 for the Safe Drinking Water Fund Loan and will invoice monthly for services provided up to the total project fee. As customary, these costs are understood to be reimbursable from the SDWF loan proceeds and Ehlers will conform our billing 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	\$32,895
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	Calhoon	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	\$31,953,000	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	MUSCODOA, V.	5159-01	Construct Well, Wellhouse, Pumps & Mains	\$715,000	SC	Robertson	Meika	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	Meika	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	Meika	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	OMEN, C.	4876-02	Replace Watermain On 4th Street	\$370,000	WC	Blodgett	Meika	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



DATE: June 7, 2016

SUBJECT: RESOLUTION 4792(11) to consider a resolution authorizing a Grant Agreement with WIN Properties, LLC for property located at 425 N. Pine Street as part of the Wisconsin Economic Development Corporation Community Development Investment Grant.

SUBMITTED BY: Carina Walters, City Administrator

BACKGROUND/HISTORY:

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

On November 3, 2015, the Council approved the submittal of the WEDC CDI grant application for Shad Branen of WIN Properties, LLC at 425 N. Pine Street. The proposed project meets several strategic city goals, as well as, fits the criteria of WEDC's grant program. Specifically, WIN Media will be rehabilitating the 18,000 square foot former Schuette-Daniels furniture store. The first floor is planned to have two retail storefronts, the second floor to have office suites, and the lower level to have co-working space.

If the project moves forward, the expansion meets several of the City's goals as it relates to downtown and the City's overall economic development plan. The project would expand retail and "trip generating" business in our downtown core, as well as enhance the overall appeal of the downtown aesthetics. It would also add value to our existing tax base by fully utilizing an unused building.

The grant was approved by WEDC in the amount of \$192,883. Under the state's program, the City is the applicant and the funds are administered through the attached grant agreement. This agreement is the last step in the WEDC process to fund the grant.

BUDGET/FISCAL IMPACT:

The grant program is a 3:1 reimbursement program which requires the grantee to submit all the required documentation for reimbursement. The City will apply for reimbursement from the State and act as a "pass-through" agent for the funds. The grant was approved by WEDC in the amount of \$192,883. Under the state's program, the City is the applicant and the funds are administered through the attached grant agreement.

RECOMMENDATION:

Staff recommends approval of the attached grant agreement between the City of Burlington and WIN Properties, LLC as drafted by Attorney Bjelajac. The applicant has indicated that the grant will help fill a funding gap needed to make the project fit a sustainable business mode.

TIMING/IMPLEMENTATION:

This item is for discussion at the June 7, 2016 Committee of the Whole meeting and due to the timeliness of this issue, is scheduled for the same night Common Council meeting for final consideration.

ATTACHMENTS:

Resolution

Grant Agreement

Resolution Number: 4792(11)
Introduced by: Committee of the Whole

**A RESOLUTION AUTHORIZING A GRANT AGREEMENT BETWEEN THE CITY OF
BURLINGTON AND WIN PROPERTIES, LLC FOR THE WISCONSIN ECONOMIC
DEVELOPMENT CORPORATION COMMUNITY DEVELOPMENT INVESTMENT GRANT
FOR PROPERTY LOCATED AT 425 N. PINE STREET**

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

WHEREAS, WIN Properties, LLC has been approved for a WEDC Community Development Investment Grant in the amount of \$192,883; and,

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

WHEREAS, the Common Council has determined that entering into an agreement with WIN Properties, LLC for the management of grant funds advances the strategic goals of the City; and,

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Burlington hereby approves a Grant Agreement between the City of Burlington and WIN Properties, LLC, hereto attached as "Attachment A"

BE IT FURTHER RESOLVED that the Mayor is authorized to sign the Grant Agreement between the City of Burlington and WIN Properties, LLC.

Introduced: June 7, 2016
Adopted: June 7, 2016

Jeannie Hefty, Mayor

Attest:

Diahnn Halbach, City Clerk



MEMORANDUM

TO: City of Burlington Common Council

FROM: Tina Chitwood, Community Development Manager

DATE: October 20, 2015

SUBJECT: Request to Submit a WEDC CDI Grant Application for 425 N. Pine St. (WIN Properties, LLC, Shad Brannen, Principle)

The purpose of this memo is to request approval from the Council to submit a WI Economic Development Corporation (WEDC) Community Development Investment (CDI) grant application for the downtown redevelopment project being undertaken by WIN Properties, LLC at 425 N. Pine St. Since November 2014 RCEDC has been the City's representative on this project coordinating multiple meetings with the building owner and WEDC community development staff regarding this grant program and the importance of historic preservation, as well as coordinating meetings with WI Historical Society staff regarding the Federal and State Historic Tax Credits programs and we have facilitated discussions with City staff and the Mayor to advance the redevelopment project to be applied for by this grant application.

Following is a summary of the CDI grant application deadlines, eligibility requirements, City expectations and project description for your information.

CDI GRANT INFORMATION

1. Grants support community redevelopment efforts by providing a grant up to 25% of the project costs.
2. Funded projects should lead to measureable benefits in job opportunities, property values and/or leveraged investment by public and private partners. Benefits realized may be in the categories of: job creation, tax base growth and strong commercial/downtown districts.
3. Eligible applicants include municipalities.
4. Match requirement: \$3:1 investment in project costs. [25% of the project costs can be covered by the grant.]
5. Eligible activities: construction, renovation, historic preservation and infrastructure investment.

6. Eligible projects: rehabilitation and reuse of landmark buildings, blight elimination in downtown, historic preservation and high impact community space efforts.
7. Maximum award: \$250,000 per project (one application round in FY 2016).
8. Due date: November 13, 2015
9. Awards announced: Late December 2015 to mid-January 2016.
10. Evaluation criteria:
 - a. Direct economic benefits to the community,
 - b. Extent project will lead to additional development in the area,
 - c. Degree to which public and private partnerships have been developed,
 - d. Degree to which both public and private investment is being generated,
 - e. Extent to which the project compliments previous municipal or regional planning efforts,
 - f. Demonstration that grant funding is needed to fill the financial gap that cannot be met with public and/or private sources,
 - g. Demonstration of firm financial commitments for all sources of project funding,
 - h. "Shovel ready" project (able to proceed if grant award is made),
 - i. Degree to which community wide support for the project has been demonstrated, and
 - j. Project support of best downtown redevelopment practices.
11. The City will be expected to submit semi-annual fiscal and narrative reports based off of information compiled by the property owner until the project is completed. The City will handle grant disbursements.

PROJECT DESCRIPTION

1. Rehabilitation of an 18,000 sq. ft. building ravaged by fire in April 2014 and sitting vacant in the heart of the Downtown Historic Central Business District since that time.
2. First floor to be renovated into two retail storefronts of about 3,000 sq. ft. each, second floor to become office suites, and lower level to become a co-working space. Project also consists of an elevator to access all three floors, shared conference room in the lower level, restroom facilities, fire suppression sprinkler system installed in the entire building and new rear access at the back of the building.
3. One retail tenant and one office tenant have been secured and anticipate occupying the building by June 1, 2016.
4. The goal of the co-working space is to create a space that would serve as the stepping stone between a home office or coffee shop and a permanent location for businesses. The co-working space will be an open-concept space including 4-8 moveable work stations, free Wi-Fi, electrical, large screen TV for teleconferencing, and key fob security system for 24-7 access to the space.

5. Users will sign up as members holding them accountable to their use of the space and providing complete access to the amenities of the space at a fraction of the cost of renting an office in the area. An additional membership level will be offered to provide locked office space for people to rent and keep their belongings in a secure locked office, but still have access to the conference room and other amenities.
6. Small business development programming and resources will be offered by Gateway Technical College, Small Business Development Center, WI Women's Business Initiative Corporation and Racine County Economic Development Corporation. Additional partnerships are being forged with the Burlington High School students and staff in the Future Business Leaders of America program and outreach has been made with Catholic Central High School as well.
7. Overall, the co-working space allows entrepreneurs to reduce their operating costs while providing an environment that encourages collaboration, a great place to network, recruit new talent and eliminates the isolation of working from home or other public spaces.

Without Mr. Brannen's vision to rehabilitate the 425 N. Pine St. building the City would have been left with a missing tooth in the award-winning smile of its historic downtown. The overall project advertises to the community the historical and economic importance of the project.

- ❖ *The Council is requested to consider the request to submit a WEDC CDI Grant application on behalf of WIN Properties, LLC.*

GRANT AGREEMENT

This agreement (“Agreement”) is made and entered into this _____ day of June, 2016, by and between:

- a) WIN PROPERTIES, LLC, being a Wisconsin limited liability company (hereinafter, the “Developer”), with offices located at 1464 Devon Road, Burlington, Wisconsin 53105; and
- b) The CITY OF BURLINGTON, WISCONSIN, being a municipal corporation organized under the laws of the State of Wisconsin (hereinafter, the “City”), with its City Hall located at 300 North Pine Street, Burlington, Wisconsin 53105.

Introduction

Developer owns the following-described parcel of real property (the “Property”):

- a) Street Address: 425 North Pine Street
Burlington, Wisconsin 53105
- b) Tax Parcel No.: 206-03-19-32-400-940

The building located on the Property (the “Building”) is in a state of disrepair, having been damaged in the past by a significant fire. The Building needs to be restored so that it is suitable for commercial occupancy (the “Project”).

Developer, the City, the Racine County Economic Development Corporation (“RCEDC”), and the Wisconsin Economic Development Corporation (“WEDC”) have arranged for the City to obtain a WEDC Community Development Incentive Grant (“CDI Grant”) in the amount of One Hundred Ninety Two Thousand Eight Hundred Eighty Three Dollars

(\$192,883.00). The CDI Grant consists of (i) funds payable by the WEDC to the City, and (ii) the City then, acting as a financial conduit (without the City retaining any of the CDI Grant funds for the City's own use), reimbursing Developer with the CDI Grant funds for eligible costs and expenses incurred by Developer in undertaking the Project.

The City is willing to administer this CDI Grant program, in conformance with the requirements of the WEDC for the same, and both the City and the Developer hereby acknowledge that the Project would not be undertaken by the Developer without the assistance of the CDI Grant being provided by the WEDC to the City for the Project.

The City of Burlington Common Council has authorized the City to enter into this Agreement for the above-stated purposes pursuant to a Resolution, which was adopted by the Common Council on the date of June 7, 2016, at a meeting of the said Common Council duly and lawfully held on that said date.

Agreement

1. “Introduction” is Correct. The above “Introduction” is true and correct, and is hereby incorporated into this Agreement by reference.

2. Duties of the Developer.

A. Developer, at its own cost and expense, and through a contractor(s) preapproved by the City, shall undertake and complete the Project (i) in accordance with the plans and specifications for the Project on file with the City, the RCEDC, and the WEDC, and (ii) in accordance with all applicable governmental statutes, laws, rules, regulations, and ordinances, as well as all directives from the City representatives, including, but not limited to, the City Building Inspector.

B. Developer, at its own cost and expense, shall obtain all licenses, approvals, and permits from the City that may be required by the City for the Project.

C. Developer warrants and represents to the City (and to RCEDC and WEDC) that Developer would not be able to proceed with the Project without the benefit of being eligible for reimbursement of Project costs through the CDI Grant, all as described in this Agreement.

D. For the purposes of this Agreement and Developer's eligibility for reimbursement of Project costs under this CDI Grant program, and notwithstanding that a portion of the Project work has been previously undertaken by Developer, the Project shall be deemed to be commenced on the date of July 1, 2016. Developer is not eligible for reimbursement of any of the Project costs incurred by Developer prior to this commencement date.

E. The Project shall be substantially completed by Developer on or before the date of March 30, 2017, with final completion of the Project on or before the date of June 30, 2017. These deadline dates shall be extended (i) as may be necessary due to any delay(s) experienced beyond the reasonable control of Developer and/or its contractor(s), and/or (ii) as may be otherwise agreed to in writing by the City, with the approval of the City of Burlington Common Council.

F. With respect to any failure of the Developer (and/or its contractor(s) to comply with the provisions of this Agreement, the Developer shall be in default under this Agreement if (i) the City gives to the Developer written notice of such failure of compliance, and (ii) the Developer fails to then cure such failure of compliance within Thirty (30) Days after the date such written notice is actually received by the Developer.

Except for failures of compliance involving the payment of money by the Developer, in the event the failure of compliance is of such a nature that it cannot be reasonably cured within the said 30-day time period, then the Developer shall only be in default if (i) Developer fails to commence a good-faith effort to cure the said failure of compliance within the said 30-day time period, and then (ii) in good faith continues to diligently proceed with the effort to cure the failure of compliance until full compliance is attained. Upon a default by the Developer under this Agreement, and in addition to any other remedies available to the City under the law, Developer shall, upon the request of the City, immediately return to the City all grant monies paid to the Developer by the City under this Agreement.

G. Developer shall, and hereby does, AGREE TO INDEMNIFY AND HOLD HARMLESS the City and its officials, officers, employees, consultants, contractors, and/or agents from and against any and all claims, actions, judgments, damages, costs, and expenses (including, but not limited to, reasonable actual attorney fees), and/or any other liability of any nature whatsoever, that may arise, directly or indirectly, as a result of (i) the City being a party to this Agreement, and/or (ii) Developer and/or its contractor(s) failing to comply with the provisions of this Agreement.

H. During work on the Project, Developer shall submit to the City written invoices pertaining to the Project costs paid by Developer and for which Developer is eligible for reimbursement under this Agreement with the CDI Grant funds described herein. Along with such invoices, Developer shall also contemporaneously submit to the City, as supporting documents, (i) lien waivers from the contractor(s) for the work in question, and (ii) such other information and/or documents requested by the City and/or

the WEDC. The WEDC documents establishing the terms and provisions of the CDI Grant program, that is the subject of this Agreement, are hereby incorporated herein by reference.

I. Developer may submit to the City its written invoices for reimbursement, as described in above Subparagraph H, upon substantial completion of the Project, or on an interim basis, up to three (3) times, during the work on the Project, for the portion of the work completed.

J. Developer shall, at its own cost and expense, prepare and deliver to the City (and/or to the RCEDC and/or the WEDC) such reports, documents, and information that the City and/or RCEDC and/or WEDC may from time to time request of the Developer regarding the Project and/or the CDI Grant monies described in this Agreement.

K. In the event the City is required, under the CDI Grant program, to refund and return to the WEDC any part or all of the CDI Grant funds paid by the City to Developer under this Agreement, then Developer shall immediately return and pay to the City the said Grant funds in question.

3. Duties of the City.

A. The City shall cooperate with the Developer by reviewing and processing, in the due course of the City's ordinances, policies, and procedures, the Developer's submissions and applications to the City regarding the Project.

B. With respect to the request(s) of the Developer for reimbursement monies for eligible Project costs under the terms of this Agreement, the City shall comply with the rules and regulations of WEDC regarding the same, and shall process the Developer's

reimbursement requests in due course with the City's policies and procedures for the review and approval of the same.

C. The City shall not retain, or use for its own purposes, any of the CDI Grant funds that the City receives from the WEDC. All such CDI Grant funds, to the extent received by the City from the WEDC, shall be transferred and paid to Developer, all in accordance with the terms of this Agreement and/or the WEDC CDI Grant program.

D. Under the terms and provisions of this Agreement, the City shall not be required to pay to the Developer any of the City's own monies or funds for the Project, and/or for any other reason or purpose.

4. No Partnership Created. This Agreement does not create any type of partnership, joint venture, or any other business relationship between the City and Developer regarding the Project. The Developer is solely responsible, at the Developer's own cost and expense, to undertake and complete the Project, and to comply with the terms and provisions of this Agreement and/or the CDI Grant program described herein.

5. Conflict of Interest. No official, officer, or employee of the City during his/her tenure, or for one (1) year thereafter, will have and/or shall have any direct or indirect personal interest in this Agreement or any proceeds thereof.

6. Governing 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 laws 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.

7. Written Notices. Any written notice required under this Agreement shall be sent to the following individuals:

FOR THE DEVELOPER: Mr. Shad A. Branen
1464 Devon Road
Burlington, Wisconsin 53105

Telephone: (262)763-6397, ext. 11
e-mail: shad@winmediainc.com

FOR THE CITY: City Administrator
City of Burlington City Hall
300 North Pine Street
Burlington, Wisconsin 53105

Telephone: (262)342-1161
e-mail: cwalters@burlington-wi.gov

A written notice shall be deemed given to a party to this Agreement:

- a) On the date of personal delivery to the City Administrator and/or Shad Branen; or
- b) On the next business day (Monday-Friday) following the date of the deposit of a written notice in the U.S. Mail by Certified Mail, with postage prepaid thereon; or
- c) On the date of a transmission of a written notice by e-mail to the e-mail addresses noted above (or as later updated by the parties). Any such e-mail sent after 4:00 p.m. CST on a Monday through Thursday shall be deemed sent the next day, and any e-mail sent after 4:00 p.m. CST on a Friday shall be deemed sent the following Monday.
- d) Any dates that are state and/or federal holidays shall be excluded from the calculations contained in above Subsections (b) and (c).

8. Execution of the Agreement. This Agreement may be executed in counterpart, and may be delivered (in addition to personal delivery or by U.S. Mail) by e-mail transmission.

9. Personal Guarantee. Shad Branen, being a member of the Developer, as an inducement to the City to enter into this Agreement, and in consideration of the City doing so, hereby personally guarantees the full and complete performance by Developer of all of the duties and obligations imposed upon Developer under this Agreement. This shall expressly include, but not be limited to, the duty of Developer to return to the City (and/or WEDC and/or RCEDC) all of the CDI Grant monies paid to Developer by the City, if such return is required under the terms of this Agreement and/or the WEDC CDI Grant program.

IN WITNESS WHEREOF, the above-named parties, along with Personal Guarantor Shad A. Branen, have executed this Agreement as of the day and year first above written.

DEVELOPER:
WIN Properties, LLC

CITY:
City of Burlington, Wisconsin

By: _____
Shad A. Branen
Member

By: _____
Jeannie Hefty
Mayor

PERSONAL GUARANTOR:

Attest: _____
Diahn Halbach
City Clerk

Shad A. Branen,
in his individual capacity as the
personal guarantor of Developer



DATE: June 7, 2016

SUBJECT: RESOLUTION 4793(12) to authorize the acceptance of up to \$24,760 in Wisconsin Economic Development Corporation Site Assessment Grant funds for environmental site work at 221, 241, 249 and 261 E. Chestnut Street.

SUBMITTED BY: Carina Walters, City Administrator

BACKGROUND/HISTORY:

At their April 6, 2016 meeting, the Community Development Authority (CDA) authorized staff to apply for a Site Assessment Grant (SAG) with the Wisconsin Economic Development Corporation (WEDC) to relieve city expenditures with environmental remediation of the vacant city-owned parcel on E. Chestnut Street and N. Dodge Street. The application was submitted to the WEDC on April 15, 2016 and subsequently approved by the WEDC on May 11, 2016 as indicated in the attached letter. The WEDC has indicated the City will be awarded up to \$24,760. Roughly \$2/\$1 spent reimbursable matching grant. The cost to remediate the property is estimated at \$37,140. The direct cost to the City is estimated at \$12,380 as part of the matching grant and can be paid with ER-TID 1 funds.

In an effort to identify all developers, city staff released a Request for Proposals (RFP) for this parcel on May 6, 2016 with a due date of June 3, 2016. Proposals received will be reviewed by the CDA in the coming months. This grant will allow more selection options and easier development opportunities by providing an environmentally sound parcel for development.

BUDGET/FISCAL IMPACT:

The WEDC has indicated the City will be awarded up to \$24,760. The cost to remediate the property is estimated at \$37,140. The direct cost to the City is estimated at \$12,380 as part of the matching grant and can be paid with ER-TID 1 funds.

RECOMMENDATION:

Staff recommends approval of the Site Assessment Grant with the WEDC in the amount of \$24,760. Staff will work with the City Attorney for future agreements and/or requirements related to the acceptance of this grant.

TIMING/IMPLEMENTATION:

This item is for discussion at the June 7, 2016 Committee of the Whole meeting and due to the timeliness of this issue, is scheduled for the same night Common Council meeting for final consideration.

ATTACHMENTS:

- Resolution
- Grant Agreement

Resolution Number: 4793(12)
Introduced by Committee of the Whole

**A RESOLUTION AUTHORIZING THE ACCEPTANCE OF UP TO \$24,760
IN WISCONSIN ECONOMIC DEVELOPMENT CORPORATION (WEDC)
SITE ASSESSMENT GRANT FUNDS FOR ENVIRONMENTAL SITE WORK
AT 221, 241, 249 AND 261 E. CHESTNUT STREET**

WHEREAS, the City of Burlington Community Development Authority authorized the submittal of a grant application for Site Assessment Grant funds through the Wisconsin Economic Development Corporation for environmental remediation and redevelopment activities at 221, 241, 249 and 261 E. Chestnut Street; and,

WHEREAS, the Wisconsin Economic Development Corporation has provided correspondence indicating a desire to provide up to \$24,760 in grant funds for eligible environmental site work.

NOW THEREFORE, BE IT RESOLVED, that the City of Burlington accepts WEDC Site Assessment Grant funds of up to \$24,760, pursuant to Attachment "A", a letter dated May 11, 2016 from the Wisconsin Economic Development Corporation, to assist with eligible environmental site work costs at 221, 241, 249 and 261 E. Chestnut Street; and,

BE IT FURTHER RESOLVED that the City Administrator is hereby authorized and directed to act on behalf of the City of Burlington to execute the letter of commitment and subsequent contract from the Wisconsin Economic Development Corporation to secure grant funds, to sign documents and take necessary action to undertake, direct and complete approved grant activities.

Introduced: June 7, 2016
Adopted: June 7, 2016

Jeannie Hefty, Mayor

Attest:

Diahn Halbach, City Clerk

May 11, 2016

Carina Walters
City Administrator
City of Burlington
300 North Pine Street
Burlington, WI 53105-3011

Dear Ms. Walters:

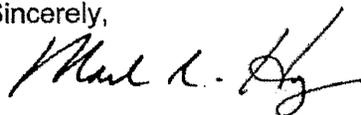
I am very pleased to inform you that the City of Burlington has been awarded a Site Assessment Grant of up to Twenty Four Thousand Seven Hundred Sixty dollars (\$24,760) to reimburse expenditures for eligible environmental site work that will take place on the underutilized properties located at 221, 241, 249 and 261 East Chestnut Street.

The Wisconsin Economic Development Corporation (WEDC) is looking forward to participating in an important environmental site investigation project that will help the City of Burlington define the degree and extent of contamination so the .331 acre parcel can be placed in a higher use. The effort of the City of Burlington to prepare documentation to obtain environmental closure from DNR is very commendable.

The Site Assessment Grant has been approved to reimburse expenditures for eligible environmental site work incurred on or after May 11, 2016. This letter is not a contract. Al Rabin of the Credit and Risk Division will be contacting you very soon to develop a contract with final terms and conditions. He will also discuss reimbursement procedures. Please contact Al at (608)210-6818 if you have any questions regarding the Site Assessment Grant award.

Congratulations and thank you for your appreciated work to assess soil, groundwater and vapor contamination so a mixed-use redevelopment can be built on the vacant site. The completion of the environmental site work should help to generate increased property revenue for the City of Burlington after the planned mixed-use development reaches fruition.

Sincerely,



Mark R. Hogan
Secretary / CEO



201 W Washington Avenue
Madison, WI 53703

P.O. Box 1687
Madison, WI 53701

608.210.6700
355-INWIBIZ
inwisconsin.com



Wisconsin Economic Development Corporation Site Assessment Grant (SAG) Application

TO BE COMPLETED BY WEDC STAFF		
Prospect No:	CAM:	Date Submitted:

A. PROSPECT/APPLICANT INFORMATION		
Grant Request: \$ 24760	Match Investment: \$ 12380	Total Project Costs: \$ 37140
Applicant: City of Burlington		
Applicant Type: <input checked="" type="checkbox"/> City <input type="checkbox"/> Town <input type="checkbox"/> Village <input type="checkbox"/> County <input type="checkbox"/> Other Public Body		
FEIN #: 39-6005409 <small>(Federal Employee Identification Number –Tax ID or Social Security Number)</small>		
Address: 300 North Pine Street		
City, State, Zip: Burlington, Wi, 53105		
Tele. #: 262-342-1180	Fax #: 262-763-3474	
WWW: .burlington-wi.gov		
Individual To Contact Regarding Questions About The Project:		
Project Contact: Carina Walters & Linda Fellenz LF Green Development, LLC		Title: City Administrator President
Address: 300 N. Pine Street		
City, State, Zip: Burlington, Wi 53105		
Tele. #: 262-342-1180	Fax #: 262-763-3474	
Email Address: cwalters@burlington-wi.gov		

B. SITE DETAILS		
Project Location: <input checked="" type="checkbox"/> City <input type="checkbox"/> Town <input type="checkbox"/> Village Of: Burlington		County: Racine
Project Street Address: 221, 241, 261, 249 E. Chestnut		
Current Assessed Value: \$70,000 (2014)	Site Size (Acres): .331	
Current Zoning: B2	Proposed Zoning: No Change	
Current Owner of Property: City of Burlington		
If you (applicant) expect to obtain ownership, when will this occur? N/A		
What steps, if any, will be taken to obtain ownership?		
<input type="checkbox"/> No Plans to Acquire <input type="checkbox"/> Purchase (attach purchase agreement) <input type="checkbox"/> Tax Delinquency <input type="checkbox"/> Condemnation <input type="checkbox"/> Other:		
If needed, when will an access agreement with the property owner be in place? NA		

G. STATE REIMBURSABLE COSTS

Yes No

- 1) Does petroleum, dry-cleaning solvents, agricultural products contaminate the site?
- 2) If yes, are the environmental costs eligible for reimbursement by the Petroleum Environmental Cleanup Fund (PECFA), the Dry Cleaner Environmental Response Fund (DERF), or Agricultural Chemical Cleanup Program (ACCP)?

H. REQUIRED SUPPORTING DOCUMENTATION

Have you included the following?

Yes No

- 1. A map indicating the project location within its municipal jurisdiction.
- 2. Photographs of the site and surrounding area.
- 2. An itemized cost estimate of activities planned.

**ATTACHMENT A
PROJECT BUDGET**

Project Activities *	Date of Past Costs	SAG Grant	Source of Matching Funds				Total Dollar Amount
			Applicant	Other Public Funds	In-Kind	Other	
Environmental Assessments							
Site investigation		16860	8430				25290
Asbestos Removal / Abatement							
Demolition							
Storage Tank Removal							
Other:		7900	3950				11850
Subtotal		24760	12380				37140
Other Activities **							
Property Acquisition							
Grant Administration / Project Overhead							
State Reimbursable Environmental Costs (e.g PECFA, DERF, ACCP)							
Other expenses:							
Total		24760	12380				37140

* Project Activities are those activities reimbursable through the Site Assessment Grant.

** Other Activities are those activities that demonstrate the financial investment necessary for site activities to occur, but are not reimbursable through the Site Assessment Grant.

**ATTACHMENT B
CERTIFICATION STATEMENT**

THE APPLICANT:

1. Certifies that to the best of the applicant's knowledge and belief, the information being submitted to Wisconsin Economic Development Corporation is true and correct.
2. Certifies that the applicant is in compliance with all laws, regulations, ordinances and orders applicable to it.
3. Certifies that the applicant is not in default under the terms and conditions of any grant or loan agreements, leases, or financing arrangements with its other creditors that could have an adverse material impact on the project.
4. Certifies that the Wisconsin Economic Development Corporation is authorized to obtain a credit check and Dun and Bradstreet on the applicant, the business and/or the individual(s).
5. Certifies that the applicant has disclosed and will continue to disclose any occurrence or event that could have an adverse material impact on the project. Adverse material impact includes but is not limited to lawsuits, criminal or civil actions, bankruptcy proceedings, regulatory intervention or inadequate capital to complete the project.
6. Understands this application and other materials submitted to WEDC may constitute public records subject to disclosure under Wisconsin's Public Records Law, § 19.31 et seq. The applicant will mark documents "confidential" where appropriate for financial and other sensitive materials that should be, to the extent possible, be kept in confidence. WEDC will notify the applicant if it receives a public records request for materials marked confidential.

Signature: Carina G. Walters Date: 4/15/16
(Authorized Representative)

Name: Carina G. Walters Title: 4/15/16
(Authorized Representative)

Substitute **W-9**

DO NOT send to IRS

Taxpayer Identification Number (TIN) Verification

Print or Type

This form can be made available in alternative formats to qualified individuals upon request.

<p>Legal Name: (as entered with IRS) Individuals: Leave Blank Sole Proprietorships: Enter Business Name All Others: Complete only if doing business as a D/B/A</p>	<p>Entity Designation: (check only one) <u>Required</u></p> <p><input type="checkbox"/> Individual / Sole Proprietor <input type="checkbox"/> Corporation (includes service corporations) <input type="checkbox"/> Limited Liability Partnership <input type="checkbox"/> Limited Liability Corporation <input type="checkbox"/> Government Entity <input type="checkbox"/> Hospital Exempt from Tax or Government Owned <input type="checkbox"/> Long Term Care Facility Exempt from Tax or Government Owned <input type="checkbox"/> All Other Entities</p>
<p>Trade Name: Individuals: Leave Blank Sole Proprietorships: Enter Business Name All Others: Complete only if doing business as a D/B/A</p>	<p>Taxpayer Identification Number (TIN): If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, using your EIN may result in unnecessary notices to the Requester.</p>
<p>Remit Address: Address where check should be sent if different from primary address PO Box or Number and Street, City, State, ZIP+4</p>	
<p>Order Address: Address where order should be mailed PO Box or number and street, City, State, ZIP+4 [NOT APPLICABLE]</p>	
<p>Primary Address: Address where 1099 should be sent if different from remit address PO Box or number and street, City, State, ZIP+4</p>	<p>Check Only One <u>Required</u></p> <p><input type="checkbox"/> Social Security Number (SSN) <input type="checkbox"/> Employer Identification Number (EIN) <input type="checkbox"/> Individual Taxpayer Identification Number for U.S. Resident Aliens (ITIN)</p>

Certification: Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number, AND
2. I am not subject to back up withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to back up withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.
3. I am a U.S. person (including a US resident alien).

Printed Name	Printed Title	Telephone Number ()
Signature	Date (mm/dd/ccyy)	

For Agency Use Only

Agency Number	Contact	Phone Number
Change <input type="checkbox"/> Name <input type="checkbox"/> Address <input type="checkbox"/> Other (explain)		

For all projects approved by WEDC, this form is used as a reference for issuing checks to Recipients. WEDC will file with the IRS appropriate income tax forms for award Recipients based on information that appears on this form. Failure to provide this information may result in delayed payments. This request is being made at the direction of the Wisconsin State Controller. We are required to inform you that failure to provide the correct Taxpayer Identification Number (TIN) / Name combination may subject you to a \$50 penalty assessed by the Internal Revenue Service under section 6723 of the Internal Revenue Code. Section 6109 requires you to furnish your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, or contributions you made to an IRA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 31% of taxable interest, dividend, and certain other payments to a payee who does not furnish a TIN to a payer. Certain penalties may also apply.

Site Assessment Grant (SAG) Environmental Narratives

249 E. Chestnut (Former Milo Property)
261 E. Chestnut Street (Former Redi-Bake Property)
241 E. Chestnut (former Aranda property)
And 221 E. Chestnut (former Horneman Property)
Burlington, WI 53105



Economic Development Potential

In an effort to spur downtown economic development, in 2010, the City of Burlington created an Environmental Remediation Tax Increment Financing District (ER TIF) within the heart of downtown that encompassed 400-416 Dodge Street, 216 E. Washington Avenue, 224 E. Washington Avenue, 221 E. Chestnut Street, 241 E. Chestnut Street, 249 E. Chestnut Street and 261 E. Chestnut Street. As a part of the ER TIF District the City also applied for a Brownfield Grant to assist with site redevelopment. Four of the properties were redeveloped into a Hampton Inn and a municipal owned parking structure. The four remaining parcels that were not redeveloped were 249 E. Chestnut (former Milo property) and 261 E. Chestnut (former Redi-Bake property) 221 E. Chestnut (former Horneman Property) and 241 E. Chestnut (former Aranda property). Positively with the redevelopment of these parcels, the City has seen an increase of parking, tourism, and attracting new visitors to the City. The downtown redevelopment has started a movement towards making the City of Burlington a destination location. Conversely, as a result of the downturn in the economy, future redevelopment of these remaining sites stalled and the Tax Increment District has not performed as originally anticipated. The TID is set to close in 2018.

As the economy is beginning to shift upward, the City would like to seek a Site Assessment Grant in the hopes of completing any further site investigation as outlined in the LF Green Development, LLC report dated, March 23, 2009. The City has been contacted by a developer and ready to execute the redevelopment of this blighted parcel to create a commercial/ mixed used property to compliment the surrounding retail/commercial lifestyle.

Site Conditions-

The property is currently vacant. The buildings were razed as part of the redevelopment plan in 2010. The property used to consist of several parcels, however the property has been re-surveyed and is one parcel at this time. The initial Phase II done at the site in 2009, confirmed soil VOC and PAH impacts exceeding the NR 720 Residual Contaminant Levels (RCLs) and groundwater contamination exceeding the NR 141 Groundwater Enforcement Standards (ES). The soil and groundwater conditions require a site investigation, vapor screening, and groundwater monitoring plan prior to achieving WDNR Site Closure. Recently the City has had interest from a developer for the property – which allows the investigation to proceed knowing what the future land use will be.

The final site plan may be used (if available) to determine the location of monitoring wells to allow for sampling to be done without needing to move them if the development of the site begins.

We anticipate that the work needed to achieve site closure at the site includes:

- Soil and groundwater investigation;
- Groundwater monitoring;
- A vapor intrusion screening;
- NR 716 Report;
- WDNR GIS closure submittal

Project implementation-

The City of Burlington has partnered with LF Green Development, LLC in an effort to obtain a letter of site closure and prepare the property for redevelopment. To do that, the city needs to complete a remaining site investigation of the property. The use of grant funds (if approved) would be used to complete the NR716 Site Investigation, groundwater monitoring if necessary, a vapor investigation, and prepare the NR720 Case Closure Submittal.

The City has a developer interested in acquiring the property and a final land use has been approved. Once the site investigation is complete, the new development will begin. The City is very anxious to have this blighted site become a viable commercial development and contribute tax revenue as well as generate many new jobs for the community.

Project Financing-

Previous City funds were used to acquire the property, complete environmental Phase II investigations, complete asbestos abatements, raze the structures, and maintain the parcel. The City needs the SAG funding to assist the City with the costs to prepare the site for the new development by completing the required investigation. The current ER TID has been underperforming, however; the City of Burlington is able to borrow increment from Tax Increment District 3 (increment borrowing to ER TID) to provide the matching dollars for the SAG. The investigation matching dollars are eligible as a TIF eligible expense.

LF Green Development, LLC
Summary of Staff Hours and Labor Costs

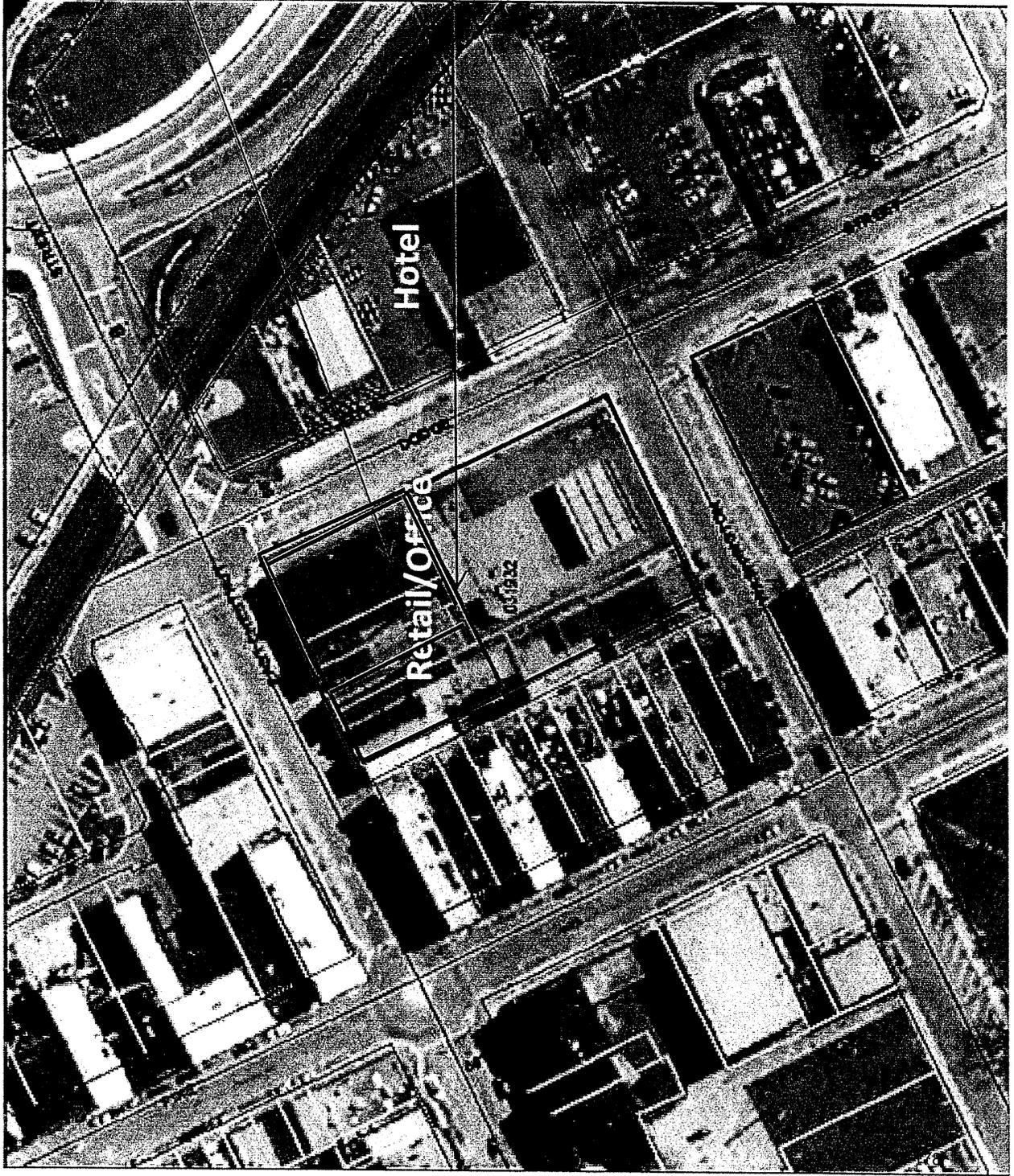
Former Milo and Redi-Bake Sites									
Environmental Investigation									
CLASSIFICATION	TASK DESCRIPTION	Project Manager		Project Scientist		Staff Scientist		Total Labor	
		Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars
	Average Hourly Wage		\$95.00		\$80.00		\$68.00		
Site Investigation	Complete additional borings*	2	\$190.00	12	\$960.00	16	\$1,088.00	30	\$2,238.00
	Install Monitoring wells	2	\$190.00	6	\$480.00	6	\$408.00	14	\$1,078.00
	Collect groundwater samples**	2	\$190.00	36	\$2,880.00	36	\$2,448.00	74	\$5,518.00
	Draft Site Investigation (SI) Report	5	\$475.00	25	\$2,000.00	14	\$952.00	44	\$3,427.00
	Revise SI Report after WDNR review	4	\$380.00	10	\$800.00	2	\$136.00	16	\$1,316.00
	Prepare maps, figures, boring logs	2	\$190.00	6	\$480.00	2	\$136.00	10	\$806.00
	Closure Paperwork	10	\$950.00	30	\$2,400.00	20	\$1,360.00	60	\$4,710.00
	TOTALS	27	\$ 2,185.00	125	\$10,000.00	96.0	\$6,528.00	204	\$19,093.00
					2565.0		Expenses		\$18,047.00
							Project Total		\$ 37,140.00
Summary of Expenses		Units	Cost	Total					
	Driller**		\$4,620.00	\$4,620.00					
	Laboratory SI **			\$8,147.00					
	Vapor Investigation			\$2,500.00					
	Field supplies			\$700.00					
	PID (est 4 days)	Day	\$95.00	\$380.00					
	WDNR Fees (if needed)			\$1,700.00					
	Totals			\$18,047.00					

* Assumes 6 borings (4 wells)
 ** VOCs (2 samples per boring)
 *** 4 rounds of groundwater sampling -

LF Green Development, LLC
Summary of Staff Hours and Labor Costs

CLASSIFICATION	Project Manager		Project Scientist		Staff Scientist		Total Labor	
	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars
Average Hourly Wage		\$95.00		\$80.00		\$68.00		
TASK DESCRIPTION								

Proposed Downtown Redevelopment Project



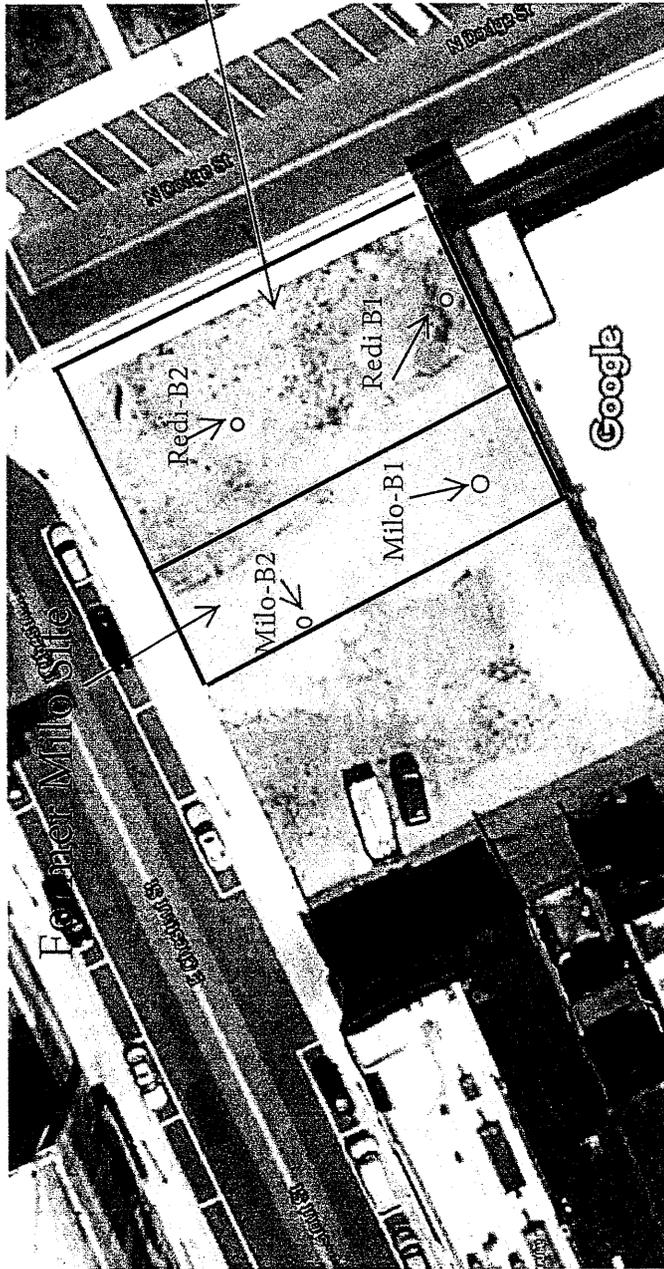
Former Milo and
Redi-Bake
Properties

New Retail
Development

Hotel

Retail/Office

Former Milo and Redi-Bake Sites



- o Boring/temporary well locations



COMMITTEE OF THE WHOLE

NUMBER: 8

DATE: June 7, 2016

SUBJECT: RESOLUTION 4794(13) to consider authorizing Carlson Dettmann Consulting to complete an employee Classification and Compensation Study in the amount of \$29,600 plus expenses.

SUBMITTED BY: Carina Walters, City Administrator

BACKGROUND/HISTORY:

During the 2016 Budget sessions, the Common Council directed staff to have a compensation and classification study completed to analyze current market rates and benefit options among comparable municipalities. The study is to include salary and fringe benefit levels, a review and if necessary, an update of job descriptions, and recommendations for a performance management system, as well as a recommendation on rewarding employee performance.

Staff released a Request for Proposals (RFP) on March 1, 2016 with proposals due on April 1, 2016. Three proposals were received from the following companies:

1. Carlson Dettmann Consulting in the amount of \$29,600, plus incidental expenses
2. GovHR, LLC in the amount of \$29,400 plus expenses
3. Springsted Incorporated in the amount of \$33,100 plus expenses

Executive staff interviewed the three consulting companies and found Carlson Dettmann Consulting to be the most comprehensive company with the ability to provide the necessary study in a timely manner.

Carlson Dettmann Consulting is a Wisconsin-based firm with extensive experience in public, private, and not-for-profit organizations. Staff conducted reference checks to municipalities that have utilized Carlson Dettmann for similar studies. Reviews were extremely positive in regards to their working approach with the Council and staff, staying within deadlines, Council and employee satisfaction of the final plan, communication, and methodology used in completing the study. Carlson Dettmann will tailor the study per the specific requirements and culture, as well as the Council and Staff desires.

The goal of the study is to provide a detailed analysis of current market trends and benefit options in order to give a broad picture and use the information during 2017 budget discussions.

BUDGET/FISCAL IMPACT:

The cost to compete the compensation and classification study, as well as a performance evaluation system, with Carlson Dettmann Consultants will be \$29,600 to be paid for out of the General Fund. Potential changes to staff wages and/or benefits will be discussed in detail during the 2017 budget discussions.

RECOMMENDATION:

Staff recommends authorizing Carlson Dettmann Consultants to compete an employee compensation and classification study as they offered the most comprehensive needs the City will require.

TIMING/IMPLEMENTATION:

This item is for discussion at the June 7, 2016 Committee of the Whole meeting and due to the timeliness of this issue, is scheduled for the same night Common Council meeting for final consideration.

ATTACHMENTS: Resolution / Proposal

**A RESOLUTION APPROVING CARLSON DETTMANN CONSULTING TO COMPLETE AN
EMPLOYEE COMPENSATION AND CLASSIFICATION STUDY**

WHEREAS, the City of Burlington requires professional assistance in the successful completion of an Employee Compensation and Classification Study; and,

WHEREAS, the City did advertise a Request for Proposals on March 1, 2016, receiving three proposals; and,

WHEREAS, City executive staff interviewed three firms on May 26, 2016 and June 1, 2016; and,

WHEREAS, the City Administrator and executive staff recommend entering into an agreement with Carlson Dettmann Consulting to complete an employee compensation and classification study; and,

WHEREAS, Carlson Dettmann Consulting has conducted compensation and classification studies successfully throughout the Midwest; and,

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Burlington, Racine County, State of Wisconsin, approves the proposal from the Carlson Dettmann, dated May 5, 2016, attached hereto as Exhibit A, for the amount of \$29,600, plus expenses.

BE IT FURTHER RESOLVED that the Council authorizes the Mayor to approve reasonable expenses associated with the study process.

Introduced: June 7, 2016
Adopted:

Jeannie Hefty, Mayor

Attest:

Diahnn Halbach, City Clerk



**CITY OF BURLINGTON
REQUEST FOR PROPOSAL FOR CLASSIFICATION AND COMPENSATION STUDY**

ISSUED: Tuesday, March 1, 2016

SUMMARY

The City of Burlington is soliciting proposals from qualified firms for analysis of and recommendations on its compensation plan policy or “market” study for non-represented employees. The study is to include salary and fringe benefit levels, a review and if necessary, an update of job descriptions, and recommendations for a performance management system, as well as a recommendation on rewarding employee performance. The study should also include comparison with private entity positions and a recommendation for keeping the system current, if applicable.

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: Tuesday, March 1, 2016
Proposal Due Date: Friday, April 1, 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. Responses to questions will be provided directly by email.

BACKGROUND INFORMATION

The City of Burlington (population 10,600) does not presently have a formal Classification & Compensation System. A compensation study was conducted in 2010 and 2011 for several non-union positions. Since 2011, adjustments for non-union positions have been made through cost-of-living adjustments.

Clerical, dispatch and public works positions were covered by a collective bargaining agreement with AFSCME through 2014. Although the AFSCME union did not recertify in 2014, the City has continued to follow the wage schedule in the last collective bargaining agreement, as modified for annual cost-of-living adjustments.

SCOPE OF SERVICES

The City of Burlington is soliciting proposals from qualified firms for analysis of and recommendations on its compensation plan policy or “market” study for non-represented employees. The study is to include salary and fringe benefit levels, a review and if necessary, an update of job descriptions, and a review of and recommendations on its performance management system as well as a recommendation on rewarding employee performance. The objective of the market-based compensation analysis is to insure that the community maintains a competitive standing with relation to other municipal entities and, if possible, private sector labor markets.

Other purposes of the study are to determine whether the structure of the current pay grid (pay grades, salary ranges, # of steps) is still appropriate, to identify alternative methods and criteria for the progression of employees through the salary range, and to decide how best to handle potential situations where employees may be found to be overpaid.

The study involves approximately 56 full and part-time positions comprised of executive, professional, administrative, technical and clerical positions, excluding elected officials and those represented by unions or labor association. [See attachment]. The contract awarded as a result of this Request for Proposals (RFP) requires that the successful consultant provide services which meet or exceed the following objectives:

- A. To quantitatively evaluate the job content of each position using a methodology that will construct a relative ranking of positions.
- B. To produce a new compensation classification and compensation plan, including pay, structure and fringe benefit schedules. These schedules should be internally equitable and competitive in external markets both public and private, utilizing both public and private sector data.
- C. To review all subject positions and properly classify those positions in accordance with current Fair Labor Standards Act provisions relative to exempt and non-exempt status.
- D. To develop a best practices performance management system creating a value added system for employees.
- E. To review and recommend any changes to the current Fringe Benefit and Salary Administration policies.

- F. To produce an overall plan, forms and procedures that are clear and understandable, in order to promote employee and public acceptance of the process and results.
- G. To review the current system and understand any problems with the current system and to present, in person, progress reports and/or issues to a coordinating committee of City staff at critical points of the study and to meet with the committee.
- H. To present, in person, the final results of the Classification and compensation plan to Common Council.
- I. To make recommendations on keeping the plan current, equitable and up to date.
- J. Propose a management review process that will be used to find resolution to classification related disputes.

CONTENT OF PROPOSAL

Proposals shall contain the following information:

1. Use the list of benchmark classifications listed in Attachment 1 to survey public and private sector employers.
2. Identify at least 12 Wisconsin municipalities within the State of Wisconsin that are comparable to the City of Burlington in terms of size, demographics, land use composition, and ability to pay. Consultant should also identify additional public sector entities (Counties, School Districts, Technical College, etc.) for inclusion in the market study. For Department Head level positions the consultant should include survey data from comparable municipalities within the Upper Midwest geographic area (specifically including MI, MN, IA, and IL).
3. Identify sources and secure wage and benefit data on comparable private sector positions where appropriate. Determine and provide justification for any adjustments to private sector wages for benefit variations.
4. Conduct salary survey and provide information on minimum, mid-point, maximum, and actual wages for each benchmark position. To provide analysis on comparability to each community, compiled data should include actual title used, whether entity is public or private, years of experience in the position and number of people supervised (full-time equivalent), if appropriate.
5. Recommend alternative weighting options for comparing public and private sector wage data for each position, if appropriate.
6. Provide analysis and recommendation on "market rate" for each position as it relates to each community. Include written analyses and bases for any community's data that may vary from a majority of the collective information, including recommendation on the geographic area and size of communities that should be included as comparables for positions within each community.

PROPOSAL REQUIREMENTS TO INCLUDE

1. Consultant's Qualifications:

Provide a list of the principal(s) who will perform the work, along with a detailed resume of qualifications and recent similar experience. The proposal shall identify the Project Manager and any separate Project Managers for each Community if proposed. Each resume shall be in sufficient detail to analyze the proposed individual's qualifications and must, at a minimum, include number of years with the firm, education, major projects worked on or completed within the past five years, and related experience. In addition, describe the qualifications and history of the firm.

2. Consultant's References:

Experience with public sector agencies is necessary. Provide the names of five (5) clients for whom the firm has provided similar services within the last three (3) years. Include the name of the client's company/agency, the name of a contact person, and their phone number and email address. Include a specific description of the project undertaken by the firm for the respective community.

3. Proposed Project Plan:

Provide a detailed description of how the firm will complete all joint and individual community components of this assignment. Fully outline the firm's job analysis and compensation methodology including study objective, end products, processes, and procedures.

Provide a detailed time schedule identifying expected starting and completion dates of each phase of the work plan. Please identify time in the project schedule for review and feedback from each of the respective participating communities.

4. Statement of Methods and Procedures

Provide a statement describing the Scope of Work as you understand it, and describe the approach, means, methods and procedures to be employed to gather the wage data, analyze findings and develop recommendations as requested by each of the respective communities. Provide samples of job analysis tool(s) that you propose to use in conjunction with the classification plan work identified in the respective Community Appendices

5. Project Cost:

Submit a detailed and separate cost analysis for services described in this RFP and a breakdown of the hours of effort for each employee working on the project. Identify any cost related to do future position reclassifications should they occur after this project is completed. The cost analysis should include a total not-to-exceed cost for the compensation survey. The cost for the compensation survey shall be independent the costs for any additional services identified for individual communities.

INSURANCE AND CONTRACT REQUIREMENTS

The submission of a response shall constitute an acknowledgement upon which the respective communities may rely that the Consultant thoroughly examined and is familiar with the requirements and contract documents, and reviewed and inspected all applicable statutes, regulations, ordinances, and resolutions dealing with or related to the work and services to be provided.

<u>Type of Coverage</u>	<u>Minimum Limit</u>
Workers Compensation	Statutory – as required by State Statute
Professional Liability	\$1,000,000 – Each Claim \$2,000,000 – Aggregate
Commercial General Liability	
Bodily Injury & Property Damage	\$1,000,000 – Per Occurrence
(Incl. Personal Injury, Fire, Legal	\$1,000,000 – Personal & Adv Injury
Contractual & Products/Completed	\$2,000,000 – General Aggregate
Operations)	\$1,000,000 – Products-Comp/OP Aggregate
	\$5,000 – Medical Expenses (Any one Person)
Automobile Liability	
Bodily Injury & Property Damage	\$1,000,000 Combined Single Limit
All Autos – Owned, Non-Owned	
And/or Hired Uninsured Motorists	
Excess/Umbrella Liability	\$1,000,000 – Each occurrence

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.

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 Friday, April 1, 2016

The respondent must ensure that the proposal is actually delivered by the deadline. Late proposals will not be considered.

The City of Burlington reserves the right to select any number of proposals for consideration, and may conduct additional meetings, or may otherwise engage consultants for additional information or negotiations as it deems necessary. There will be no disclosure of contents to competing firms, and all proposals will be kept confidential during the negotiation process. Except for trade secrets and confidential information, which the respondent identifies as proprietary, all proposals will be open for public inspection after the contract is awarded.

Respondents may withdraw their proposal at any time prior to the closing time for acceptance of proposals. However, no respondent shall withdraw or cancel his or her proposal for a period of 90 days after closing date for acceptance of proposals.

All cost directly or indirectly related to preparation of the response to the RFP or any oral presentation required to supplement and/or clarify a proposal which may be required by the communities shall be the sole responsibility of and shall be borne by the respondent.

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.



May 5, 2016

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

Dear Carina,

We are pleased to submit the following proposal to conduct a classification and compensation study for the City of Burlington.

Please contact me directly at 608-239-7991 or Patrick Glynn at 920-418-2140 with any questions or clarifications regarding this proposal. We hope to have the opportunity to continue serving your City in this project.

Sincerely,

A handwritten signature in cursive script that reads "Charles E. Carlson".

Charles E. Carlson

Enclosures:
Job Description Questionnaire
Post Act-10 Client Listing
Resumes

I. INTRODUCTION AND BACKGROUND

The City of Burlington, WI requested a proposal from our firm to conduct a classification and compensation study and analysis covering 56 job classifications. The following is the proposal of Carlson Dettmann Consulting LLC (CDC), to conduct this study for the City.

These employees are paid according to a variety of pay schedules. During the past decade, there have been changing duties and responsibilities for City employees and re-allocation of functions when positions have been eliminated. There has also been expanded use of regular part-time employees. Many job descriptions have been modified over time and some have evolved into individualized job descriptions rather than being more generic in content. There is the potential for combining some current job descriptions.

II. CONTENT OF PROPOSAL

This study is expected to cover up to 56 job classifications that include both full-time and part-time staff. The study will not cover represented sworn staff. It is our expectation that the City will want to adopt a uniform pay plan for all covered staff that is based on modern compensation principles and practices.

The steps that we would follow to complete this study for the City would be as follows:

Phase One: Project Definition and Orientation

The first step in this project would be refinement of the project plan to meet the specific needs of the parties. Initial meetings with City Administrator and the City Council will help ensure mutual understanding concerning the scope and task sequence of the study and everyone's role. Specific items to be addressed would include:

- The timetable for the project — overall and interim steps;
- The system and process our firm utilizes to determine the relative value of each position using our point-factor Job Evaluation System;
- The policy and intentions of the parties with respect to correcting inequities that may be identified;
- The manner of communicating project progress to employees.

The process truly begins when we conduct project orientation session(s) for covered staff to explain the project, identify responsibilities for job documentation, distribute the necessary materials, and answer questions. In terms of project explanation, we outline the reasons for the study, the manner in which it will be conducted, the responsibilities of each party, the approximate time involved, and the results to be expected. The meeting also serves to manage expectations and to minimize feelings of concern or anxiety on the part of the employees.

At the outset of the study, and throughout the process, we would ask the City's decision-makers to provide guidance on three key policy questions:

1. What markets does the City wish to use for which job classifications?

2. Where does the City prefer to position its pay plan(s) in those markets?
3. How does the City want to deliver future pay changes? Based on performance, length of service, changes in living costs, or some combination of two or more of these factors?

We would lead a discussion on potential answers to these three questions, offer our experience and suggestions, and develop the pro's and con's of the various alternatives.

Phase Two: Position Analysis & Data Collection

Position analysis is the formal process we use to gather and assess information about the duties, responsibilities and requirements of each position. In order to evaluate job content objectively and classify jobs, we need proper documentation position responsibilities. This is the first part of the job evaluation portion of the project.

It is our experience that the best way to obtain accurate information is to have employees describe their own jobs in a systematic, complete manner using CDC's Job Description Questionnaire (enclosed). The person performing the job is the single best source of information about the job. We would require that the City designate one employee per classification to complete a JDQ for that classification. For jobs with multiple incumbents, we propose that the City's designee coordinate a joint JDQ, provided the duties among the incumbents are fundamentally the same.

Please note that we would interview every department head as part of the base fee for this project.

The RFP requests the consultant prepare revised job descriptions. It is our standard practice to recommend clients use the new JDQ's in the future in lieu of job descriptions as they are much more accurate and complete. However, if the City elects to have job descriptions, we will prepare them and have included a separate fee for that purpose.

In order to provide the City with the required analyses as it relates to this project, we require specific data from the City. It is imperative that the data be complete and accurate to ensure that our analysis is also complete and accurate. The data fields required for the wage analysis include the following individual data for the employees subject to the study:

- First Name, Last Name, Job Title, Department, Current Rate of Pay, Current FLSA Status, FTE, Annual Work Year, Gender, Current Grade, Current Minimum, Current Market Rate / Midpoint, Current Maximum, Hire Date, Job Date, Birth Date

The benefits analysis will require end-of-year aggregate data for the following data elements:

- Wages & Salaries Paid, Paid Leave (Vacation, Sick, Holiday, Sick, Personal), Supplemental Pay (Overtime & Premiums, Comp Time Paid, Shift Differentials, Bonuses), Insurance (Life, Health, Medical, Dental Vision, STD, LTD), Retirement (Defined Benefit, Defined Contribution), and Legally Required Benefits (Social Security, Medicare, Unemployment Paid, Worker's Compensation)

Additionally, other sources of information that are relevant to our analysis will be requested during the course of the project. They include, but are not limited to, the following:

- Organizational charts / tables of organization
- Current policies or contracts (if still applicable)
- Current wage schedules
- Budget/revenue forecasts
- Prior year costs of employee compensation
- Past, present & projected future health insurance data
- Other benefit costs tied to payroll
- Special pay issues (e.g. on call pay; out of class pay; overtime rules; FLSA issues)
- Overtime data related to potential wage compression
- Current performance evaluation documentation

Phase Three: Job Evaluation

The purpose of job evaluation is to provide an objective means of ranking each position in an organization, independent of individual performance, into a hierarchy. The CDC Point Factor Job Evaluation System is based upon determination of discernible differences in job content. Our system measures job content at objective levels in the following dimensions (otherwise known as “compensable factors”):

- Thinking Challenges and Problem Solving
- Decision Making (Scope and Impact)
- Interactions and Communications
- Formal Preparation and Experience
- Work Environment

Each of these factors is broken down into sub-factors with point levels associated with measured levels on each factor. We have used the system in thousands of applications, and it consistently yields valid results. It has been our experience that these factors of internal job worth are consistent with values found in our client organizations. Because of their breadth, they cover all main aspects of a job and are also seen as relevant to employees at all levels in the organization.

Our recommendations regarding job evaluation outcomes also would include a recommendation on employee exempt/non-exempt status in accordance with the federal Fair Labor Standards Act in effect when the study is conducted.

Phase Four: Market Analysis

We would collect and analyze relevant labor market information for the City to determine competitiveness of base salaries. As indicated above, the City would have significant input into the selection of markets to be surveyed. We would identify a minimum of 12 comparable Wisconsin cities as required by the City’s RFP, and it is likely we will suggest a larger sample

We would utilize excellent published data sources, as well as custom survey data as needed. CDC maintains an extensive survey library for this purpose. Over 180 Wisconsin counties, cities, towns and villages contributed data to our database, and we continue to add to our system. If

there are communities of competitive interest to the City that are not in our database, we will collect and add that salary information

In addition, we have contracted with MarketPay (www.marketpay.com), an online data warehouse, that includes our data library for both public and private sector jobs. If we find that one of the selected comparables is not in our database, or if the data is no longer current, we will collect that information as part of this project. There is sufficient published salary survey information for private sector comparisons in the City's labor market for similar positions.

Our survey data is a proprietary product. Our deliverable to the client is identification of sources and market estimates based on the market target agreed upon with the client. We do not provide individual responses.

Phase Five: Total Compensation Analysis and Benefits Review

We approach human resource consulting from a total compensation perspective. As part of this phase of the project, we would conduct a review of the City's total compensation program, including development of cost estimates for the major benefit categories: required benefits (social security, Medicare, unemployment and worker's compensation), paid time off, retirement, and medical coverage. All of our research and practical experience indicates that most public employees have benefit programs involving employer cost contributions that are often, but not always, superior to area private sector employers.

It is impossible to obtain accurate local survey measures of benefits costs from private sector employers; however, we can develop reliable anecdotal information to guide the City's decision-makers. We have found that the Kaiser Family Foundation and the Bureau of Labor Statistics provide excellent insights into employer costs from not only a national perspective, but also from a regional level. Using the data collected by these sources, and applying a similar methodology to the local data, we are able to give our clients a starting point from which they can begin their own assessment of their total compensation package. We also can develop reliable estimates of the dollar value of the City programs in determining future hiring salaries.

Phase Six: Pay Plan Design

Using the results of the job evaluation process (internal relationships) and market data (external competitiveness), we would design an appropriate salary structure and draft all of the necessary supporting policies. We would develop pay plan(s) that are appropriate for pay-for-performance or step-based increases, as directed by the City decision-making body in our policy discussions.

We also would provide pay plan implementation alternatives should there be costs requiring mitigation by implementation over time. If there are positions deemed to be overpaid, then some version of "red-circling" would be the suggested method of moving forward with those situations.

Phase Seven: Development of a Performance Evaluation Process

CDC will provide a standard performance evaluation process, as well as an option for a more in depth process. The standard process would include evaluation forms and four days of staff training.



The more in depth process utilizes the Gallup Q12 employee engagement measurement process and Strengths-based management system. This approach would be customized to the City and require further discussion in order to develop pricing.

Phase Eight: Public Presentations

We advocate transparency in our consultations, so the City can expect an articulate, detailed discussion of our findings and recommendations. We not only encourage our clients to emphasize communication with employees at all steps of the process, but we would anticipate distinct conversations/presentations with the City leadership (e.g. leadership, committee, Council, etc.) as it relates to market selection and placement, mid-project findings and update, review of policy questions, and a final report and presentation(s).

At Carlson Dettmann Consulting, we are proud of our record of adoption and system continuation. We develop and present solutions that are sound, understood, and stand the test of time. We believe this is largely due to the fact that we actively engage our clients in the decision-making process.

Phase Nine: Employee Appeals

We would develop an appeal procedure so that a staff member can request a review of the job evaluation and position classification outcome of this study. This appeal process is critical to the validity and the acceptance of the process. An appeal of the job evaluation result refers to an objection to the pay grade in which the position has been placed.

We would conduct this appeal process after study recommendations are adopted by the City. The reasons why we recommend handling the appeal process in this way is there is nothing to appeal until the recommendations are adopted. The appeal process is keyed toward individual cases, not the system itself.

This appeals approach keeps the process manageable. We believe the standard for an appeal should be that the job has changed substantially during the study so that it could not have been evaluated accurately or there has been a gross error.

Plan Maintenance

CDC clients typically rely upon continued service to both maintain the classification system and conduct periodic market updates to the schedule.

III. CONSULTING TEAM AND PROFESSIONAL REFERENCES

Carlson Dettmann Consulting, LLC is a Wisconsin-based firm with extensive experience in public, private, and not-for-profit organizations. All of our staff are experienced, highly educated consultants. For purposes of this project, Charles Carlson will be the Project Director, and Katie McCloskey will be the Project Manager and would serve as the primary working contact for the City. Barbara Petkovsek will assist with analysis. A summary of backgrounds is as follows:

- Charles Carlson – Partner at CDC with over 45 years of human resource experience. Carlson has a BA degree from the University of Illinois-Urbana and a MA from the

University of Wisconsin-Madison in public administration and labor relations. He is a Certified Compensation Professional, has taught compensation at the University of Wisconsin-Milwaukee and the University of Wisconsin-Madison School of Business.

- Katie McCloskey – Senior Consultant with CDC. Carlson and McCloskey first worked together as consultants in the early 1990’s. McCloskey has a bachelor’s degree from UW-Madison and a master’s degree in human resources from UW-Milwaukee. She led development of pay plans implemented since Act 10 in the cities of Marshfield, Jefferson, Watertown, Oconomowoc, Fitchburg, and River Falls, as well as Jefferson and Dodge counties. She also is an expert in the development of performance management systems.

We are experts in survey design and analysis. In the mid-1990’s, our predecessor firms, Carlson Dettmann Associates and Survey Research Associates (subsequently re-named **enetrax**) pioneered online salary surveys and designed and managed the statewide survey sponsored by Wisconsin public employers. Carlson was CEO of both firms.

We sold the entire **enetrax** firm to Gallup, Inc. in 2008, and the partners supported Gallup’s transition of the survey and technology sides of our business for two years. In 2010, Carlson and Dettmann re-acquired their human resource consulting practices and re-established Carlson Dettmann Consulting, LLC.

We tailor the compensation plans that we develop to the specific requirements, culture, and capacity of each client. A complete list of our post-Act 10 Wisconsin public sector projects is included with this proposal. The City is welcome to contact anyone on that list.

In addition to our public sector, CDC has an extensive private and not-for-profit sector practice. We have the broad range of experience in a wide variety of settings that affords us the perspective to serve our clients effectively. We are a Wisconsin firm grounded in the Wisconsin economy.

IV. PROJECT TIMETABLE AND PROFESSIONAL FEES

We would complete these tasks by implementing the following detailed work plan. The following timetable is suggested for this project:

<u>Task</u>	<u>Anticipated Completion</u>
Initial meeting with City Leadership/Council	Week 1
Project Orientation/Initial On-Site Meeting	Week 2
Job Analysis / Review (Possible JDQ’s).....	Week 6
Job Evaluations	Week 10
Market Survey and Analysis	Week 10
Review of Results & Fringe Benefit Discussions	Week 12
Draft Report.....	Week 14
Review/Discussions with City Leadership	Week 15
Presentation of Final Report	Week 16
Presentation to City Council for Adoption	As required by the City
Appeals Process.....	Following adoption

CARLSON
DETTMANN
CONSULTING

The total professional fees to CDC to conduct this project would be as follows:

- For job analysis, job evaluation, market measurement and analysis, FLSA analysis, and pay plan design: \$19,600. This fee would include on-site department head interviews and up to four meetings with the Administrator, departments, or the City Council or its committee responsible for human resources. The project fee would be paid in five installments: initial payment of \$3,920 upon execution of a professional services agreement, \$3,920 in months two through four of the project, and \$3,920 upon presentation of CDC's findings and recommendations. Our proposal is based upon 56 job classifications identified by the City. However, this count may eventually move up at the direction of the City. Accordingly, the City invoiced \$250 for every job evaluation over the 56-job evaluation count.
- We also understand that there are times when the City would decide to have employees interviewed. We would conduct employee interviews as determined by the City at the rate of \$125 per interview. Again, department head interviews are included as part of this proposal.
- For development of a standard performance evaluation system, including four training days: \$10,000 upon completion of training.
- CDC will offer an appeal process at the City's discretion. CDC would respond to appeals for a fee of \$175 per appeal.

Any additional work may be requested and agreed upon and would be invoiced at our standard hourly rates, or for an additional project fee as agreed upon by the City and CDC.

We are prepared to commence work with 30 days of signing of our professional services agreement. This proposal will remain in effect until July 15, 2016.

Respectfully submitted on May 6, 2016,



Charles E. Carlson, Partner

Attachments:

- Job Description Questionnaire
- Post Act 10 Project and Contact List
- Resumes

Job Description Questionnaire

The purpose of the Job Description Questionnaire (JDQ) is to provide the information necessary to evaluate jobs for salary placement, classify jobs for various legal requirements, and to compile appropriate job descriptions.

Please read this JDQ carefully before answering any of the questions and then complete it as accurately, completely, and briefly as possible. While it is not necessary to describe each duty in great detail, it is important to provide sufficient information so the job can be accurately evaluated and classified. Keep in mind that *the purpose of the JDQ is to collect information about the job and is not designed to evaluate employee performance.*

Consider the typical responsibilities of the job; even those that might only occur cyclically (e.g. annually, quarterly, etc.). The responses should be based on duties and responsibilities that are part of the job under typical conditions, not special projects or temporary assignments. Further, unless specifically directed by management, describe the job as it is today, not as you believe it should be or what it might be in the future.

SECTION 1		DEMOGRAPHIC INFORMATION	
Employee Name		Employer Name	
Job Title		Work Location	
Department		Division	
Full-Time / Part-Time		Part-Time (Hrs per Wk)	
Supervisor Name		Supervisor Title	

SECTION 6

SUPERVISION / MANAGEMENT

Please indicate the type of responsibility you have as it pertains to leading others.

Area of Action / Responsibility	Yes	No	Provides Input
Screen / Interview Applicants			
Hire / Promote Employees			
Provide Written/Verbal Warnings			
Suspend Employees			
Terminate Employees			
Prepare Work Schedules For Others			
Project Management			
Provide Work Direction For Others			
Evaluate Performance Of Others			
Counsel Employees			
Train Employees (As Part Of The Normal Duties Of The Job)			
Approve Overtime			
Approve Time Off Request For Others			
Develop / Implement Policies			
Do you directly supervise any employees? <i>If yes, please list the number of FTEs and job titles of those employees below:</i>			n/a
Job Title		# of FTEs	

SECTION 7

WORK ENVIRONMENT / PHYSICAL REQUIREMENTS

Please indicate the amount of time typically spent in the following categories.

Physical Requirements	[Place an "X" in the appropriate cells]			
	N/A	Rarely	Occasionally	Frequently
Carrying/Lifting 10 - 40 Pounds				
Carrying/Lifting > 40 Pounds				
Sitting				
Standing / Walking / Climbing				
Squatting/Crouching/Kneeling/Bending				
Pushing / Pulling / Reaching Above Shoulder				
Work Environment	N/A	Rarely	Occasionally	Frequently
Indoor/Office Work Environment				
Noise >85dB (e.g. mower, heavy traffic, milling machine, etc.)				
Extreme Hot/Cold Temperatures (>90 degrees / <40 degrees)				
Outdoor Weather Conditions				
Hazardous Fumes or Odors / Toxic Chemicals				
Confined Spaces (as identified by OSHA)				
Close Proximity to Moving Machinery / Equipment				
Bodily Fluids / Communicable Diseases				
Working Alongside Moving Traffic on Roads				
Electrical Hazards				

SECTION 8

ADDITIONAL EMPLOYEE COMMENTS

Please identify any other information that would help someone else understand your job more clearly:

TO BE COMPLETED BY THE EMPLOYEE'S SUPERVISOR

SECTION 9		SUPERVISOR INFORMATION	
Supervisor Name		Supervisor Title	

SECTION 10		EDUCATION REQUIRED FOR HIRE	
Level of Education (Select one with an "X")		Field(s) of Study	
Less than High School Education		n/a	
High School Education (or Equivalent)			
One Year Certificate (or Equivalent)			
Associate's Degree (or Equivalent)			
Bachelor's Degree			
Master's Degree			
Professional Degree (Law, Medicine, etc.)			
PhD w/ Dissertation			
Other:			

Provide Any Additional Information Regarding the Required Education (e.g. preferred vs. required, specific coursework, etc.):

SECTION 11

TOTAL EXPERIENCE REQUIRED UPON HIRE

[Place an "X" in the appropriate cells]

No Experience	< 2 yr.	2 to 3 yrs.	4 to 5 yrs.	6 to 7 yrs.	8 to 9 yrs.	10 to 11 yrs.	≥ 12 yrs.
Describe Specific Experience Required for Hiring (e.g. 5 total years of customer service experience 2 of which were in a supervisory capacity):							

SECTION 12

CERTIFICATION / LICENSURE / TRAINING TO PERFORM JOB

List Required Certification/Licensure/Training	How Attained/Provided	Required Upon Hire?	May Obtain After Hire?

Describe any current practices as it relates to licensure or certification (e.g. extra pay for certification, employer payment for obtaining or renewing, etc.):

**CARLSON
DETTMANN
CONSULTING**

Public Sector Projects: 2011 to Present

Client Name	Scope of Project	Contact Information
Barron County	Adopted a combination step system to control point with pay-for-performance to range maximum. Appeals currently in process.	Rachael Richie Human Resources Director rachael.richie@co.barron.wi.us (715.537.6825)
Bayfield County	Uniform pay plan covering all employees. Plan is step system to the range maximums. County made choice to set pay plan at "above market" due to competitive reasons.	Mark Abeles-Allison County Administrator markaa@bayfieldcounty.org (715.373.6181)
Burnett County	Designing uniform pay plan. Plan is expected to go to Administration Committee in shortly.	Nathan Ehalt County Administrator / Human Resources Director nehalt@burnettcounty.org (715.349.2181)
Calumet County	Uniform pay plan covering all employees (except sworn represented) adopted. Plan is step system with commitment to convert to pay-for-performance. County is an ongoing Total Rewards Management System (TRMS) client. [Market Update completed in 2015]	Michelle Wright HR Manager wright.michelle@co.calumet.wi.us (920.849.1611)
Columbia County	Uniform pay plan. Plan is step system to the range maximums.	Joe Ruf Human Resources Director/Corp Counsel joseph.ruf@co.columbia.wi.us (608.742.9667)
Dodge County	Uniform pay plan covering all employees (except sworn represented) adopted. Plan is combination step system to control point with pay-for-performance to range maximum. Assisted County in implementing new performance management system. [Market Update in progress]	Sarah Eske Human Resources Director seske@co.dodge.wi.us (920.386.3692)
Door County	Phase 1: Market re-pricing of an existing plan to test competitiveness. Phase 2: Job evaluation of all positions and placement on the wage schedule.	Kelly Hendee Human Resources Director khendee@co.door.wi.us (920.746.2306)

**CARLSON
DETTMANN
CONSULTING**

Client Name	Scope of Project	Contact Information
Douglas County	Uniform pay plan covering all employees (except sworn represented). Plan is combination step system to control point with pay-for-performance to range maximum.	Linda Corbin Human Resource Manager linda.corbin@douglascountywi.org (715.395.1464)
Iowa County	Committee recommendation for a combination step system to control point with pay-for-performance to range maximum,	Allison Leitzinger Employee Relations Director allison.leitzinger@iowacounty.org (608.935.0374)
Jefferson County	Uniform pay plan covering all employees. Plan is step system to the range maximums.	Terri Palm-Kostroski H.R. Director terrip@jeffersoncountywi.gov (920.674.7103)
Jo Daviess County, IL	Uniform pay plan covering all employees. Plan is combination step system to control point with pay-for-performance to range maximum	Dan Reimer County Administrator countyadministrator@jodaviess.org (815.777,6557)
Oconto County	Uniform pay plan. Plan is step system to the range maximums. [Market Update in progress]	Kevin Hamann Administrative Coordinator kevin.hamann@co.oconto.wi.us (920.834.6811)
Oneida County	Uniform pay plan covering all employees (except sworn represented). Plan is combination step system to control point with pay-for-performance to range maximum for exempt employees and a step system for nonexempt employees.	Lisa Charbarneau HR Director lcharbar@co.oneida.wi.us (715.369.6154)
Pierce County	Uniform pay plan. Plan is step system to the range maximums.	Joann Miller Administrative Coordinator joann.miller@co.pierce.wi.us (715.273.6851)
Price County [In Process]	Comprehensive compensation study covering all non-represented County staff.	Nick Trimner County Administrator nick.trimner@co.price.wi.us (715.339.5138)
Sawyer County	Both a compensation plan and employee policy project. Project is in the data collection phase.	<u>Tom Hoff</u> County Administrator tom.hoff@sawyercountygov.org (715.638.3218)

**CARLSON
DETTMANN
CONSULTING**

Client Name	Scope of Project	Contact Information
Shawano County	Compensation project is in the draft plan consideration phase.	Judy Rank Human Resources Coordinator judy.rank@co.shawano.wi.us (715.526.4640)
St. Croix County	Two projects: (1) Class/comp system for non-represented staff w/ performance-base pay is adopted; (2) new pay plan for non-exempt jobs.	Patrick Thompson County Administrator patrick.thompson@co.saint-croix.wi.us (715.377.5816)
Taylor County	Uniform pay plan covering all employees (except sworn represented). Plan is step system.	Marie Koerner Human Resource Manager marie.koerner@co.taylor.wi.us (715.748.1403)
Washington County	Uniform pay plan covering all employees (except sworn represented) adopted. Plan is step system with commitment to convert to pay-for-performance.	Michelle Hoey Employee Benefits Manager michelle.hoey@co.washington.wi.us (262.335.4495)
Waupaca County	Uniform pay plan covering all employees (except sworn represented) adopted. Plan is step system to range maximum for most employees; combination steps to control point with pay-for-performance for department heads and nursing home. Now assisting County in implementing new performance management system.	Amanda Welch Human Resources Director amanda.welch@co.waupaca.wi.us (715.258.6211)
Wood County	Two pay plans covering all employees (except sworn represented) adopted. Plan for non-supervisory staff is step system. All managers and supervisors have a combination plan with a step system to control point and pay-for-performance to range maximum.	Paula Tracy Human Resources Administrator ptracy@co.wood.wi.us (715.421.8591)
City of Appleton	Uniform pay plan covering all employees (except sworn represented) adopted. Plan is an open range pay-for-performance system. [Market Update completed in 2015]	Sandy Behnke Director of Human Resources sandy.behnke@appleton.org (920.832.6458)
City of Brooklyn Park, MN	Two projects: Adopted pay plan for administrative staff employees and pay plan for non-exempt employees being developed.	Jay Stroebel City Manager jay.stroebel@brooklynpark.org (763.493.8005)

**CARLSON
DETTMANN
CONSULTING**

Client Name	Scope of Project	Contact Information
City of De Pere	Uniform pay plan covering all employees (except sworn represented). Plan is combination step system to control point with pay-for-performance to range maximum.	Shannon Metzler Human Resources Director smetzler@mail.de-pere.org (920.339.4045)
City of Fitchburg	Uniform pay plan covering all employees (except sworn represented). Plan is combination step system to control point with pay-for-performance to range maximum.	Lisa Sigurslid HR Manager lisa.sigurslid@fitchburgwi.gov (608.270.4211)
City of Fond du Lac	Uniform pay plan covering all employees (except sworn represented) adopted. Plan is a step system to range maximum.	Deborah Hoffmann City Attorney/Human Resource Director dhoffmann@fdl.wi.gov (920.322.3625)
City of Fort Atkinson	Uniform pay plan covering all employees (except sworn represented). Plan is combination step system to control point with pay-for-performance to range maximum.	Matt Trebatoski City Manager MTrebatoski@fortatkinsonwi.net (920.563.7760)
City of Green Bay	Job evaluation and competitive market analysis for the city's engineering staff.	Lynn Boland Human Resources Director lynnbo@greenbaywi.gov (920.448.3147)
City of Green Bay [In Process]	Comprehensive compensation study covering all non-represented City staff.	Lynn Boland Human Resources Director lynnbo@greenbaywi.gov (920.448.3147)
City of Jefferson	Uniform pay plan covering all employees (except sworn represented). Plan is combination step system to control point with pay-for-performance to range maximum.	Tim Freitag City Administrator TFreitag@jeffersonwis.com (920.674.7700)
City of Kenosha	Comprehensive pay plan for all City staff, except unionized police, fire, and transit. Covers independent City water/wastewater utility, as well. Plan is a step system, but our work also included the development of a performance management / employee development system.	Steve Stanczak Director of Human Resources sstanczak@kenosha.org (262.653.4128)

**CARLSON
DETMANN
CONSULTING**

Client Name	Scope of Project	Contact Information
City of Manitowoc	Project is in the employee appeals phase. Plan is step system with commitment to convert to combo system.	Rochelle Blindauer Human Resources Director rblindauer@manitowoc.org (920.686.6995)
City of Marshfield	Uniform pay plan covering all employees (except sworn represented). Plan is combination step system to control point with pay-for-performance to range maximum.	Jennifer Rachu Director of Human Resources jennifer.rachu@ci.marshfield.wi.us (715.486.2004)
City of Merrill	Uniform pay plan. Plan is step system to the range maximums.	David Johnson City Administrator david.johnson@ci.merrill.wi.us (715.536.5594)
City of Neenah	Uniform pay plan covering all employees (except sworn represented) adopted. Plan is an open range pay-for-performance system.	Heather Barber Director of Human Resources and Safety hbarber@ci.neenah.wi.us (920.886.6103)
City of Oconomowoc	Designed pay plan for bargaining unit employees, as well as maintaining their previously adopted non-represented plan.	Tony Posnik Human Resources Manager tposnik@oconomowoc-wi.gov (262.569.3225)
City of Oshkosh	Uniform pay plan covering all employees (except sworn represented) adopted. Plan is combination step system to control point with pay-for-performance to range maximum. [Market Update in progress]	John Fitzpatrick Assistant City Manager/ Director of Administrative Services jfitzpatrick@ci.oshkosh.wi.us (920.236.5112)
City of Platteville [In Process]	Comprehensive compensation study covering all non-represented City staff.	Karen Kurt City Manager citymanager@platteville.org (608.348.1821)
City of River Falls	Uniform pay plan covering all employees. Plan is combination step system to control point with pay-for-performance to range maximum.	Scot Simpson City Administrator ssimpson@rfcity.org (715.426.3402)
City of South Milwaukee	Uniform pay plan. Plan is step system to the range maximums.	Tami Mayzik City Administrator mayzik@smwi.org (414.768.8047)

**CARLSON
DETTMANN
CONSULTING**

Client Name	Scope of Project	Contact Information
City of Stevens Point	Uniform pay plan with step system to the range maximums.	Lisa Jakusz Personnel Specialist ljakusz@stevenspoint.com (715.346.1594)
City of Superior	Compensation project is in the data collection and job evaluation phase.	Cammi Koneczny Human Resources Administrator konecznyc@ci.superior.wi.us (715.395.7210)
City of Watertown	Uniform pay plan covering all employees (except sworn represented). Plan is a step system, with the intent to move to a combination step system to control point with pay-for-performance to range maximum.	John David Mayor johnd@cityofwatertown.org (920.262.4000)
City of Wauwatosa	Uniform pay plan covering all employees (except sworn represented). Plan is combination step system to control point with pay-for-performance to range maximum.	Beth Aldana Assistant City Attorney baldana@wauwatosa.net (414.479.8906)
Green Bay Water Utility	Uniform pay plan. Plan is step system to the range maximums. Currently assisting with employee development, strengths-based leadership, and employee engagement.	Nancy Quirk General Manager nancyqu@greenbaywi.gov (920.448.3499)
Waverly Sanitary District	Uniform pay plan. Plan is step system to the range maximums.	Darlene Bartlein President (920.731.0002)
Mid-State Technical College	Uniform pay plan covering all employees (except faculty) adopted. Plan is an open range pay-for-performance system.	Brianne Petruzalek Director Human Resources & Organizational Development bpetruzalek@mstc.edu (715.422.5351)
DC Everest School District	Compensation study covering administrators and support staff.	Dr. Kim Hall Director of Human Resources khall@dce.k12.wi.us (715.359.4221) ext. 1225

**CARLSON
DETTMANN
CONSULTING**

Client Name	Scope of Project	Contact Information
Marshfield School District	Classification and Compensation Study	Lara Baehr Director of Human Resources baehr@marshfield.k12.wi.us (715.387.1101) x1118
Neenah Joint School District	New pay plan for former bargaining unit support staff employees. Plan is combination step system to control point with pay-for-performance to range maximum.	Vicky Holt Assistant District Administrator of Human Resources & Central Services vholt@neenah.k12.wi.us (920.751.6800)
Southern Door School District	Classification and Compensation Study	Patricia Vickman Superintendent pvickman@southerndoor.k12.wi.us (920.825.7311)
Stevens Point School District	Designed pay plans for staff, administration, and phase I of faculty plan.	(715.345.5444)
Sun Prairie School District	Two projects: Adopted pay plan for administrative staff employees and pay plan for non-exempt employees being developed.	Malika Evanco Director of Human Resources msevanc@sunprairieschools.org (608.834.6551)
Village of East Troy	Assessment of classification and compensation program for seventeen (17) job classifications, including job analysis and evaluation, a market analysis for wages in comparable jobs in the competitive market, and an updated pay plan.	
Village of Weston	Designed uniform pay plan. Plan is combination step system to control point with pay-for-performance to range maximum.	Daniel Guild Administrator dguild@westonwi.gov (715.241.2600)
Western Wisconsin Cares [In Process]	Comprehensive compensation study covering all District staff; nearing completion. Uniform pay plan. Plan is step system to the range maximums.	Bev Monahan Human Resources Manager bmonahan@wwcares.org (608.785.5718)
Wisconsin Court System	Benchmark base salary study for judicial positions and support staff.	Margaret Brady Human Resource Director Margaret.Brady@wicourts.gov (608.267.1940)

CARLSON
DETTMANN
CONSULTING

Client Name	Scope of Project	Contact Information
NEW Water		
Racine Water		



CHARLES E. CARLSON, CCP

Over forty-five years experience in human capital development as a consultant, executive, and teacher. Services include strategic human capital planning, human resource policy, design and implementation of comprehensive pay and benefit systems, employee relations consultation, organizational design, employee selection, and management and supervisory training.

Summary of Professional Experience

Principal, Carlson Dettmann Consulting, LLC 2010 to present

Providing leadership of human resource and management consulting firm. Clients include for-profit, public, and not-for-profit organizations.

President and CEO, enetrix, LLC 1996-2008
Strategic Consultant, Gallup-enetrix, LLC 2009-2010

Provided leadership of management consulting firm and survey research divisions. Gallup, Inc. acquired enetrix in December 2008, and enetrix became an operating division of Gallup. After the acquisition, provided services as a Strategic Consultant for the Gallup Consulting division (transition agreement expired in September 2010).

President, Carlson Associates, Inc. 1985-1991 / 1995-1997

The firm provided a full range of human resource services to client organizations, including compensation management, policy consultation, and collective bargaining representation. Clients include for-profit, public, and not-for-profit organizations.

Senior Manager, David M. Griffith & Associates, Ltd. 1991-1994

Responsible for the Human Resources Management consulting practice of David M. Griffith & Associates, Ltd. in Illinois, Wisconsin, and Missouri. Also provided technical leadership on key compensation projects throughout the United States.

Director of Personnel, UW Hospital and Clinics 1982-1985

Reported to the Chief Executive Officer. Responsible for leading a comprehensive personnel program including recruitment and staffing, employee relations, wage and salary administration, as well as Affirmative Action. The organization included over 500 academic staff of the University and 2,500 classified civil service staff, the majority of whom were represented by seven bargaining units.



CHARLES E. CARLSON, CCP

Negotiator, University of Wisconsin–Madison 1977–1982 / 1985–1988

Chief spokesperson for the University of Wisconsin Chancellor’s Office in negotiations with the Teaching Assistants Association, Wisconsin Federation of Teachers, AFL-CIO. Also served as chief negotiator for various public sector clients as a consultant.

Personnel Director, City of Beloit, Wisconsin 1972–1974

Responsible for the full range of personnel and labor relations functions. Responsibilities included implementation of a classification and compensation system and coordination of collective bargaining with three unions.

Related Experience

Lecturer, University of Wisconsin - Madison 2014-15

Instructed students in advanced compensation management in the School of Business.

Adjunct Assistant Professor, University of Wisconsin - Milwaukee 1992-93

Instructed graduate students in compensation management and ethics as well as supervising Master's candidates' projects in the Industrial Relations Masters program.

Board of Directors, Meriter Retirement Services 2008

Board of Directors, Dane County Red Cross, Madison, WI 2005

Reporter and Editor, Beloit Daily News, Beloit, Wisconsin 1971-1972

Executive Recruiter, VIP, Inc., Los Angeles, California 1970-1971

Represented management in negotiations with the following unions: Teamsters; United Professionals for Quality Health Care; International Association of Machinists; International Brotherhood of Electrical Workers; American Federation of State, Council and Municipal Employees; Orange County Employees Association; Irvine Police Association; Wisconsin Professional Police Association; International Association of Fire Fighters; Labor Association of Wisconsin; and the Wisconsin Federation of Teachers.

Conference speaker for numerous professional and trade associations including: Wisconsin Public Employers Labor Association and Wisconsin Counties Managers Association.



CHARLES E. CARLSON, CCP

Education and Background

University of Wisconsin–Madison, Master of Arts, Public Administration 1976
University of Wisconsin–Madison, Graduate Work, Industrial Relations Research Institute

University of Illinois–Urbana, Bachelor of Arts, Political Science and Economics 1968

Certified Compensation Professional (CCP)
American Compensation Association/WorldatWork

U.S. Army (Honorably Discharged) 1965-1967
Personnel Specialist, Edgewood Arsenal, Maryland
Information Specialist, Vietnam

KATHERINE R. McCLOSKEY

An independent self-starter who remains focused on the task at hand; ability to manage multiple variables and divergent personalities and opinions; enjoys working in a dynamic, changing environment and rises to the challenge of embarking into a variety environments and assessing a situation; adept at surfacing new options and alternatives; finding the best path to accomplishing a task comes naturally; strong communicator with excellent public speaking skills; a good team player who takes full responsibility for the success or failure of projects; years of studying jobs and working with a variety of organizations provides the ability to assess talents, skills, and abilities needed to accomplish a job or task.

Summary of Professional Experience

Senior Human Resource Consultant 2007 to present
Carlson Dettmann Consulting, LLC (formerly Gallup, Inc, enetrix)

Provide quality, comprehensive human resource consultation to public, private, and not-for-profit employers. Services provided include design and implementation of comprehensive pay systems, personnel policy development, employee and labor relations assistance, staffing, and management and supervisory training. Position requires working with a variety of committees, boards, and executive staff to gain approval and consensus on various personnel and labor relations issues. A thorough understanding of jobs and the employee-employer relationships are an integral part of this position.

Human Resource Consultant 1998-2000 & 2005-2007

Consulted with clients on recruitment, selection, compensation development, employee relations, grievance arbitration, and policy administration. Participated in executive recruitment, developed employee handbooks and standard operating procedures, developed surveys, compiled data, produced reports, conducted job analysis and job interviews, advised clients on employee relations issues, and conducted grievance investigations. *Services provided on a part-time basis as a sole proprietor or limited term employee.*

Human Resources Manager, Heartland Properties Inc. 1992-1995

Developed a new Human Resources department from inception. Responsible for all aspect of Human Resources including recruitment, selection, compensation, benefits, performance management, payroll supervision and employee relations.

KATHERINE R. McCLOSKEY

Human Resources Consultant, David M. Griffith & Associates 1991-1992

Developed compensation plans for public sector clients and assisted clients with collective bargaining and grievance arbitrations. Duties included job analysis, interviews, survey development, report writing, grievance investigations, collective bargaining preparation, and consulting on employee relations issues.

Employee Relations Specialist, Racine Unified School District 1988-1991

Involved in all aspects of the collective bargaining process. Duties included developing and costing compensation and benefit packages, drafting and implementing contract language, investigating grievances, interviewing witnesses, preparing exhibits, drafting briefs, advising and training managers on contract administration and personnel issues, chief spokesperson responsibilities when bargaining with the smaller unions.

Education and Background

University of Wisconsin-Milwaukee, Master of Arts 1992
Human Resources and Labor Relations

University of Wisconsin-Madison, Bachelor of Arts 1987
Psychology/Sociology



PATRICK GLYNN

Nearly two decades of leadership experience in public sector human resources and administration.

Successfully implemented a transition from a traditional health insurance plan to a high-deductible health plan stacked with a health savings account (HSA) and a health reimbursement arrangement (HRA). This program was recognized by the WCA with a Foth Good Government Award

Also, led the transition from Wisconsin Act 10 (2011) whereby four collective bargaining units transitioned to non-union status including comprehensive changes in employee benefits, compensation, and personnel policies; developed and implemented a comprehensive Paid Time Off (PTO) plan to replace an inflexible leave plan (vacation, sick leave, holidays, etc.); developed and implemented an Early Retirement Incentive Program (ERIP) allowing the employer to strategically downsize its operations without resorting to layoffs or furloughs; assisted with the transition related to the sale of a county-run nursing home to a private owner including the “impact bargaining” with the collective bargaining unit.

Summary of Professional Experience

Senior Consultant, 2013 to present
Carlson Dettmann Consulting, LLC (formerly Gallup, Inc, enetrix)

Advise clients on matters relating to employee compensation and benefits, organizational planning, labor relations, and other human resources matters.

Human Resource Director, Calumet County 2000-2013

Duties and responsibilities included, but were not limited to, the following: administration of all personnel related activities; job analysis, job evaluation, and compensation systems; employee recruitment and selection processes; personnel policies and procedures; employee and labor relations matters including collective bargaining; and employee benefit programs.

Human Resources Director, Sauk County 1998-2000

Duties and responsibilities included, but were not limited to, the following: administration of all personnel related activities; personnel ordinances, policies, handbooks, and manuals; human resource assistance and guidance to supervisors, employees, and board members; employee recruitment and selection processes; bargaining and administration of collective agreements; job analysis, job evaluation, and compensation systems; employee benefit programs; and employee records and data.

Administrative Coordinator, Marquette County 1996-1998

Duties and responsibilities included, but were not limited to, the following: County budget development; administration of all personnel related activities; county insurance programs (e.g. property, liability, etc.); employee benefit programs; Board communications liaison; risk management and loss control; and computer networking, procurement, and planning.

PATRICK GLYNN

Personnel/Computer Coordinator, Marquette County

1994-1996

Duties and responsibilities included, but were not limited to, the following: develop and maintain human resources systems; employee and labor relations matters including collective bargaining; preparation of the payroll and associated reports; recruitment and selection process; needs analysis for purchase of equipment and software; planning and maintenance of computer systems and networks.

Education and Background

University of Wisconsin-Stevens Point, Bachelor of Arts
Public Administration/Political Science

1994

University of Wisconsin-Milwaukee
Certificate in Human Resource Management

2000

Honors and Awards

NPELRA Pacesetter Award (2001); NPELRA President's Award (2009); NPELRA Pacesetter Award (2011)

Organizations

WPELRA (President: January 2012 to January 2014); NPELRA (Board of Directors: April 2013 to April 2016); IPMA-HR; World@Work; Fox Valley SHRM; Milwaukee Area Compensation Association (MACA)

Select Presentations

“Panel Discussion: Classification and Compensation – What does it Mean in 2013?”

Wisconsin City/County Manager Association (February 28, 2013)

“Webinar: Take it to the Bank - Paid Time Off (PTO) as an Option for Providing Employee Leave Banks”

National Public Employer Labor Relations Association (October 17, 2012)

“Webinar: Compensation Studies in the Post-BRB World (Panelist)”

Wisconsin Public Employer Labor Relations Association (September 4, 2012)

“Presentation: Union Negotiations in the New Landscape”

Wisconsin Counties Association (September 26, 2011)



COMMON COUNCIL AGENDA

ITEM NUMBER: 15A

DATE: June 7, 2016.

SUBJECT: MOTION 16-838 to consider the annual insurance renewal with Zarek Insurance.

SUBMITTED BY: Carina Walters, City Administrator

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

ATTACHMENTS:

Coverage breakdown

ZAREK INSURANCE INC.

www.zarekinsurance.com

124 East Chestnut Street • P.O. Box 452 • Burlington, WI 53105

**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
Subtotal:	\$224,067		\$224,488
Employers	\$133,333	Workers Compensation (SEE ATTACHED)	\$120,255
Total Premium:	\$357,400		\$344,743



EMCASCO INSURANCE COMPANY
BURLINGTON CITY OF

QUOTE NUMBER: H472532-02
EFF DATE: 05/15/16 EXP DATE: 05/15/17

		RE-MUNERATION	RE-MUNERATION	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

AS QUOTED ON: 04/27/16 (BPP)

Prepared for: CITY OF BURLINGTON



COMMON COUNCIL AGENDA

ITEM NUMBER: 15B

DATE: June 7, 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

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 1st 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 was discussed 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 1st, if Lessee petitions the Airport Committee in writing no later than December 10th and the Committee approves the change no later than its December meeting. See also Article 5, Section F.

ARTICLE 5

ADDITIONAL PROVISIONS

A. RENTAL INCREASES. The Lessor may adjust the rental charge rate in the year 2010 and every five years thereafter, as determined by the Airport Committee in the same proportion as the cumulative change in the Consumer Price Index for all urban customers (CPI-U) over the same time period. In the event of a rate change, Lessor shall give Lessee sixty (60) days advance notice.

B. IMPROVEMENTS. Lessee agrees to erect on the Leased Premises a hangar, if not already constructed, and shall comply with all ordinances, building codes, and zoning restrictions for said airport, and the rules, regulations, and orders of the Airport Committee relative thereto.

C. USE OF FACILITIES. Lessee shall have the right to the non-exclusive use in common with others of the airport parking areas, appurtenances and improvements thereon; the right to install, operate, maintain and store, subject to approval of the Airport Committee, all equipment necessary for the safe 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 Lessee

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

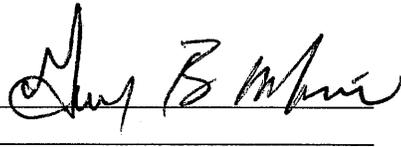
- (1) Rights and liabilities of the parties shall bind and inure to the benefit of their personal representatives, heirs, successors and assigns.
- (2) This agreement constitutes the entire agreement pertaining to the subject matter and supersedes all prior and contemporaneous agreements of the parties 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

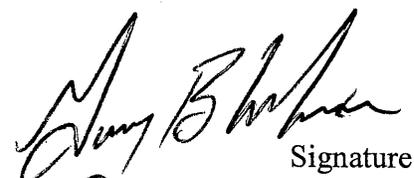
AIRPORT MANAGER:

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



COMMITTEE OF THE WHOLE

ITEM NUMBER: 10

DATE: June 7, 2016

SUBJECT: MOTION 16-841 to consider approving a Certificate of Appropriateness for 564 N. Pine Street.

SUBMITTED BY: Gregory Guidry, Building Inspector

BACKGROUND/HISTORY:

Uncle Steve's Garage has petitioned the City for façade improvements at 564 N. Pine Street. The following improvements will be completed:

- removal of the rotted green ply-wood siding to install a new glass storefront
- repaint posts the same color
- trim back solid awning on adjacent building that extends over part of the applicant's building
- replace all second floor windows with double hung windows in the front façade
- replace garage door with walk-thru door
- replace window with double hung windows
- replace rear door with glass door in the rear façade

The applicant plans to renovate the property and then rent out the space for commercial use.

BUDGET/FISCAL IMPACT:

None

RECOMMENDATION:

The Historic Preservation Commission (HPC) unanimously recommended approval of the Certificate of Appropriateness Application at their May 26, 2016 meeting.

TIMING/IMPLEMENTATION:

This item is for discussion at the June 7, 2016 Committee of the Whole meeting and per common practice is scheduled for final consideration at the Common Council meeting the same evening.

ATTACHMENTS:

Photos

Scope of Work Proposal

Uncle Steve's Garage LLC

564 N. Pine

Burlington, Wisconsin 53105

My name is Steve Madey I discovered the town of Burlington in the spring of 2015. I immediately had good impressions of the town and started to look for investment properties. I purchased the property located at 564 N. Pine on Oct 28, 2015. My plan is to rehab the property and rent out the commercial space. After the storefront has been renovated and rented, I plan on renovating the apartment above. I haven't yet decided if I will make the apartment my residence or if I will rent it out?

I am in the process of cleaning out the commercial space and the apartment. I am ready to start on the replacement of the non-original storefront and also replace the upstairs apartment windows. I would also like to replace the garage door on the rear of the building and replace the rear apartment window. I have listed my scope of work proposal along with the facade grant application (See Tab 1). I also included estimates for all of the work that is listed (See Tab2). There are also historical pictures included for reference (See Tab 3). I am prepared to make adjustments as needed. I look forward to working with you on this project.

Thank you for your time and consideration,

Steve Madey

Front:

1. Trim neighboring non-original - wood and tar shingled – awning that is overhanging onto 564 N. Pine. The awning is currently covering an area that will be replaced with a new glass storefront. The end of the trimmed awning will be finished to look exactly like it currently does. It will just be removed from 564 N. Pine. (See pictures in tab 4)
2. Remove non-original, non-structural GREEN ply-wood siding and single pane windows. The plywood is rotted and in needs to be removed to install a new commercial grade storefront. (See tab 5) (See samples of new storefront system, submitted with this application. Please note that the sample glass is tinted. The actual glass installed will be **CLEAR**. The contractor did not have an example of the window system with CLEAR glass.) Sorry
3. Existing structural and decorative cast iron posts will remain in place. Current paint will be stripped off the iron using an environmentally friendly stripper. The posts will be repainted the same color. (See pictures in tab 6)
4. Replace all second floor apartment windows with custom made double hung windows that will be made to fit in the existing opening. These windows will be made to look like the original windows. They will be made with white vinyl frames with clear double pane insulated glass. (See pictures in tab 7)

Rear:

5. Replace non-original fiberglass garage door with commercial grade walk-thru door. (See pictures in tab 8)
6. Replace residential quality door on rear of store with the commercial grade door that is currently on the front of the store. (see pictures in tab 9)
7. Replace rear apartment window with custom made double hung windows that will be made to fit in the existing opening. This window will be made to look like the original window. It will be made with white vinyl frame with clear insulated glass. There is only one window in the rear that will be replaced. (See picture in tab 10)

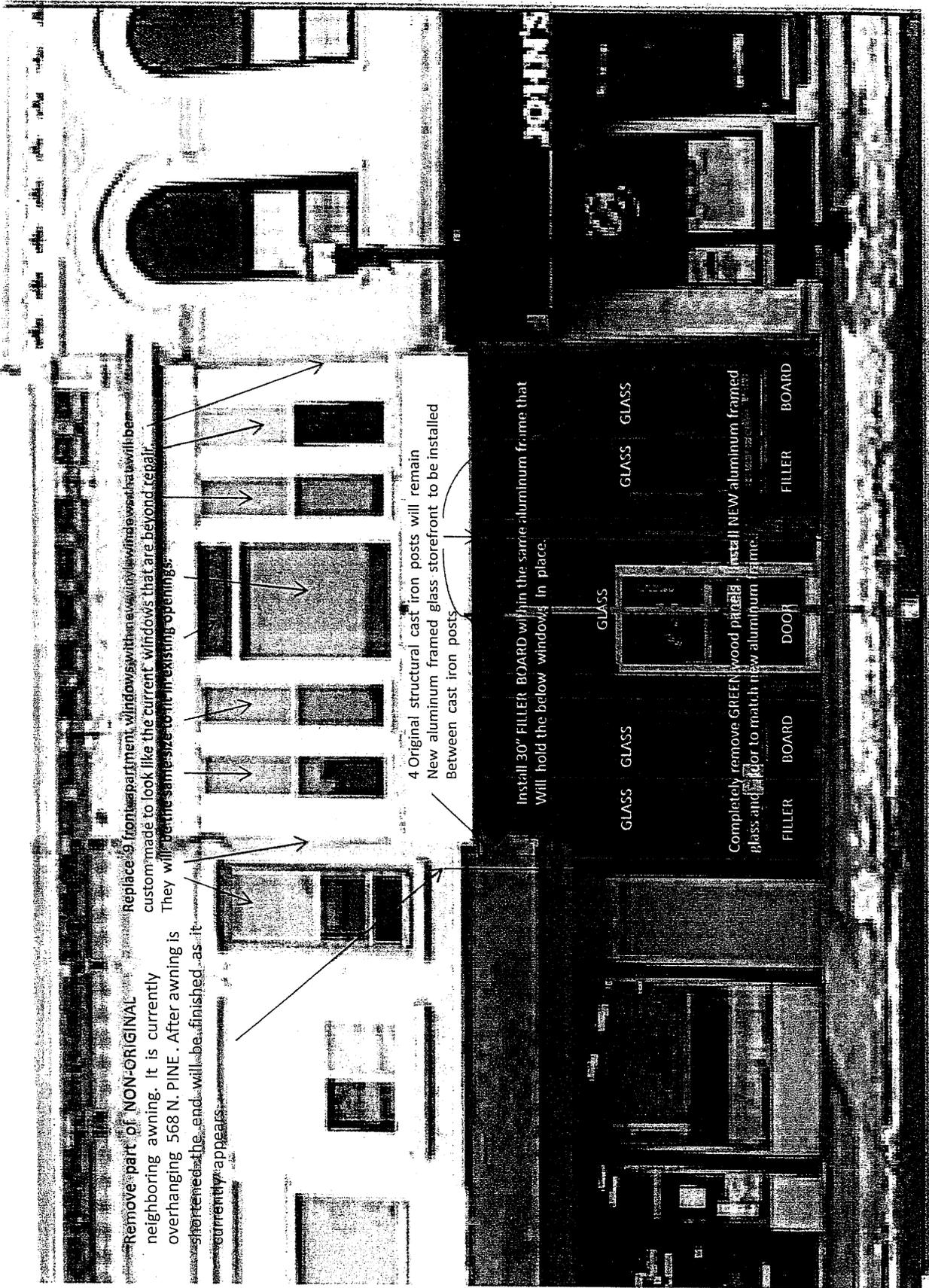
Remove part of NON-ORIGINAL neighboring awning. It is currently overhanging 568 N. PINE. After awning is shortened the end will be finished as it currently appears.

Replace 9 front apartment windows with new custom-made to look like the current windows that are beyond repair. They will be the same size to fit in existing openings.

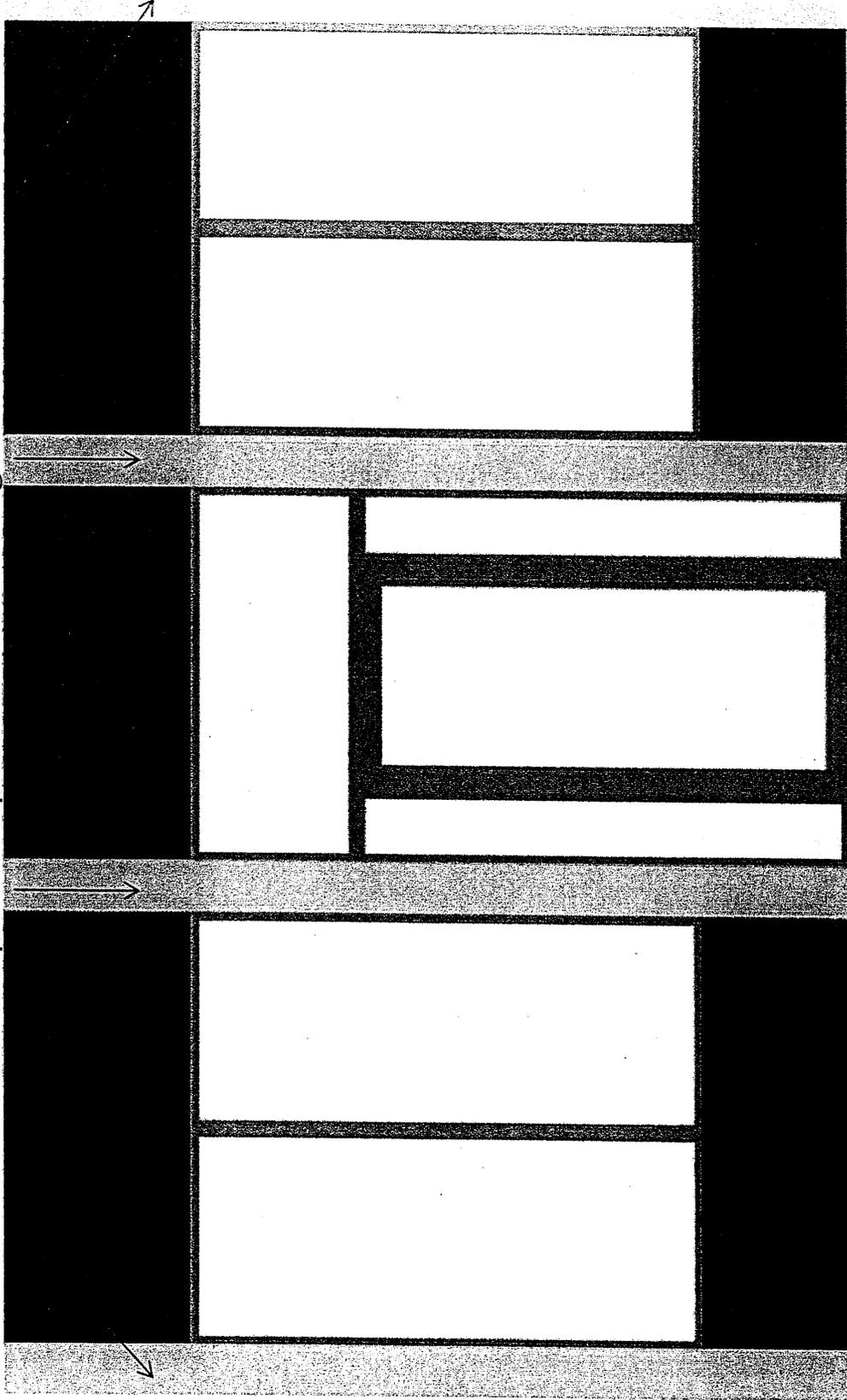
4 Original structural cast iron posts will remain. New aluminum framed glass storefront to be installed between cast iron posts.

Install 30" FILLER BOARD within the same aluminum frame that will hold the below windows in place.

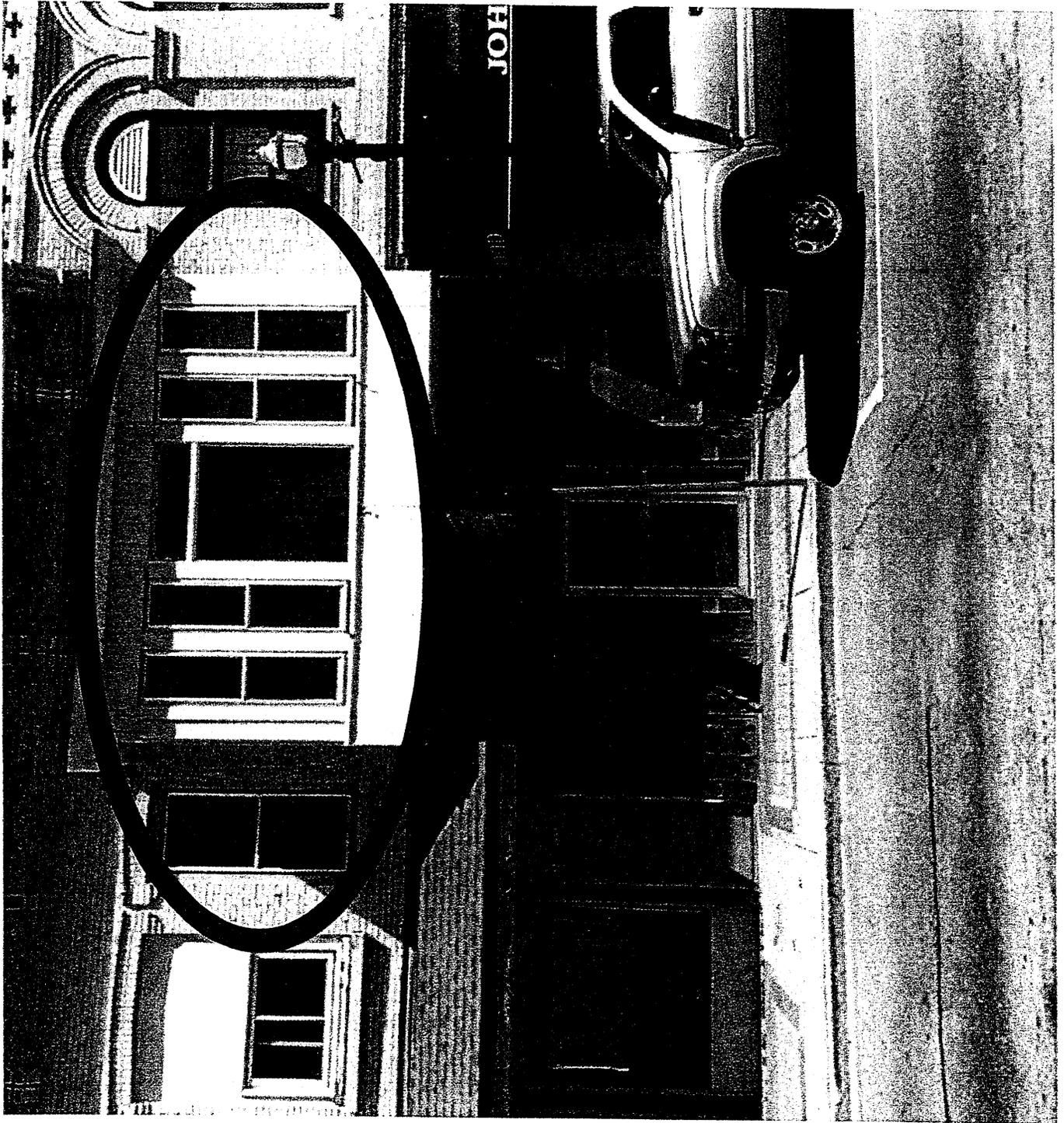
Completely remove GREEN wood panel glass and door to match new aluminum frame.



4 Cast Iron Posts will be striped and painted the existing color ROYCROFT COPPER RED



Window and Door frames will be the same dark color as the sample submitted DARK BRONZE
SEE ATTACHED COLOR CHART.



REPLACEMENT
UNIT A 133

