



AGENDA
COMMITTEE OF THE WHOLE
Tuesday, September 20, 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. Call to Order – Roll Call
2. Citizen comments
3. Approval of minutes for September 6, 2016 (*B. Grandi*) pg. 3
4. **Topic:** Discussion - Update regarding the Burlington Community Pool project
5. **Topic:** Discussion – regarding the purchase of digital radios for the City of Burlington Fire Department. pg. 6
6. **Topic:** Resolution 4803(22) - to consider approving an Extra Territorial Zoning (ETZ) Certified Survey Map for property located at 1620 Crossway Road in the Town of Burlington. Due to the timeliness, this item is scheduled for final consideration at the same night Common Council meeting. pg. 10
7. **Topic:** Resolution 4804(23) - to approve an agreement for engineering services with Kapur & Associates and Traffic Analysis & Design to prepare a Traffic Operation and Safety Analysis for the Milwaukee Avenue and Pine Street intersection. This item is scheduled for final consideration at the October 4, 2016 Common Council meeting. pg. 14

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.

- 8. **Topic:** Resolution 4805(24) - Declaring Official Intent to Reimburse Expenditures from Proceeds of Borrowing for the Safe Drinking Water Fund Loan for the Well 11 Project. This item is scheduled for final consideration at the October 4, 2016 Common Council meeting. pg. 20
- 9. **Topic:** Ordinance 2007(3) - to appeal and recreate Chapter 40 of the Code of Ordinances for the City of Burlington, Racine County, Wisconsin, relating to the Health Department. This item is scheduled for final consideration at the October 4, 2016 Common Council meeting. pg. 23
- 10. **Adjourn** (*T. Vos*)

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.



DATE: September 20, 2016

SUBJECT: September 6, 2016 Committee of the Whole Minutes

SUBMITTED BY: Diahnn Halbach, City Clerk

BACKGROUND/HISTORY:

The attached minutes are from the September 6, 2016 Common Council meeting.

BUDGET/FISCAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval of the attached minutes from the September 6, 2016 Committee of the Whole meeting.

TIMING/IMPLEMENTATION:

This item is scheduled for final consideration at the September 20, 2016 Common Council meeting.

ATTACHMENTS:

Committee of the Whole Minutes



CITY OF BURLINGTON
Committee of the Whole Minutes
Jeannie Hefty, Mayor
Diahnn Halbach, City Clerk
Tuesday, September 6, 2016

1. Call to Order/Roll Call

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

Also present: City Administrator Carina Walters, Director of Administrative Services Megan Watkins, Treasurer and Budget Officer Steve DeQuaker, City Attorney John Bjelajac, Police Chief Mark Anderson, DPW Director James Bergles, and Building Inspector Gregory Guidry.

2. Citizens Comments and Questions

Tricia Hanson, candidate for Racine County District Attorney, introduced herself and gave a brief overview of her experience and qualifications.

3. Approval of Minutes from August 16, 2016

A motion was made by Dawidziak with a second by Schultz to approve the minutes from August 16, 2016. With all in favor, the motion carried to approve the minutes.

4. Topic: Presentation – Tina Chitwood, Community Development Manager for the Racine County Economic Development Corporation (RCEDC) to present RCEDC's 2016 Semi-Annual Report and update regarding the Downtown Strategic Plan.

Tina Chitwood gave a brief presentation regarding the 2016 Semi-Annual Report and Downtown Strategic initiatives update. Chitwood focused mainly on the Economic Development Plan, Recruitment and Expansion, Real Estate Development Projects, Financial Resources and Workforce Solution.

5. Topic: Resolution 4801(20) to consider authorizing the expenditure of the not-to-exceed amount of \$15,534 for a Three Year Support and Hardware Upgrade to the City Unitrend Backup Storage System.

Steve DeQuaker explained the reason for the recent software upgrades and how it's affected the backup storage system, which has resulted in insufficient storage space of less than two days worth of backup storage; down from the five days of needed backup storage. DeQuaker went on to explain that this is an offsite company that handles the City's internal backup and is capable of handling a full-system restore if the server were to go down, which would include all City data from core records to departmental information, to all financial data.

Alderman Schultz asked when was the last time data had to be restored due to a loss. DeQuaker responded that in the past some financial information had to be restored, but it wasn't because of a loss, it was needing to locate past information that was off-loaded. DeQuaker also stated that although some data recovery has occurred a couple of times, there has never been a full City-wide system recovery.

Schultz asked how often the restore is tested. DeQuaker responded that it's tested daily. Schultz then asked why this item is being handled as an urgent matter. DeQuaker replied that there were two reasons – 1. The lacking inability to properly back-up data and 2. The contract price of \$15,534 was set to expire August 31, 2016 and would then increase. Digicorp agreed to extend this amount until Council approval at tonight's meeting, which would save the city approximately \$3000.

6. **Item:** **Resolution 4802(21)** to consider authorizing City Officials to execute a Fixtures Disclaimer relating to collateral affixed to real estate located in the Burlington Municipal Airport at 711 Airport Road.

Carina Walters explained in further detail that this resolution pertains to a request by Farmer & Merchants State Bank for the City to sign a Fixtures Disclaimer for an airport hangar owned by MJJ Holdings, which seeks to obtain the 5,400 square foot pole building and/or other improvements on the property if MJJ Holdings defaults on their loan. Walters further stated that the Fixtures Disclaimer does not allow for Farmer & Merchant to gain interest or place a lien on the Airport property – any lien would be solely restricted to the hangar in which MJJ holdings is leasing.

7. **Adjourn**

A motion was made by Grandi with a second by Vos to adjourn the meeting. With all in favor, the meeting adjourned at 6:54 p.m.

Minutes respectfully submitted by:

Diahnn C. Halbach
City Clerk
City of Burlington



DATE: September 20, 2016

SUBJECT: DISCUSSION – Racine County Fire Chief’s Association Radio Improvement Project

SUBMITTED BY: Chief Alan Babe, Fire Department

BACKGROUND/HISTORY:

In an effort to collaborate with surrounding agencies and be fiscally conservative, the Racine County Fire Chief’s Association (RCFCA), through our radio committee initiative, has been offered an opportunity to replace our existing radios, both mobile and handheld portable’s. The project would be funded by Racine County for individual fire departments, based on their specific radio/mobile needs. Racine County would purchase radios and offer municipalities the ability to payback the loan over a 10 year time frame. The first payment due to the County would also include a 2% maintenance fee.

Ms. MT Boyle, Chief of Staff for Racine County Executive Jon Delegrave, attended the RCFCA on July 20, 2016 meeting to reaffirm the County Executive’s interest in assisting the west end county fire departments future proof their mobile and portable radios by replacing outdated radios with a standard platform that is intrinsically safe and capable of individual radio ID’s (MDC Identifiers). Pete Kinzelman, at the Radio Tower who maintains our radio system, is recommending we stay with the Motorola product line which makes trouble shooting the county system easier when problems arise.

Importantly, this radio improvement project will also address Firefighter/EMT safety, and again future proof our radio communications for the next 20 years. There is a significant need for Joint Dispatch to see the radio ID of all transmitting radios, which facilitates the Firefighter/EMT safety. With this capability, MDC/ ID numbers are translated into text message for Dispatchers to quickly identify if a firefighter is in distress.

Dave Feiler, from BAYCOM, has surveyed the City Fire Department’s current equipment and recommended the following mobile and hand held portables that the will need. For your convenience, attached is the estimate from BAYCOM.

BUDGET/FISCAL IMPACT:

The City will annually pay to the County \$13,275 over ten years. The first year payment would include a one-time maintenance fee of \$2,655 totaling \$15,930.

Following is a breakdown of the City’s total costs:

- \$ 109,952.29 (portable handhelds)
- \$ 22,801.90 (mobile radios)
- \$ 132,754.19
- \$ 2,655.00 (one time maintenance fee)
- \$ 135,409.19

The dollar amount in the Equipment Replacement Fund for Communications beginning in 2017, will equate to \$60,582. This amount will be amortized over the life of the 10 year loan. The remaining half of the loan will come out of the Fire Department Operational Budget over the same 10 year span.

RECOMMENDATION:

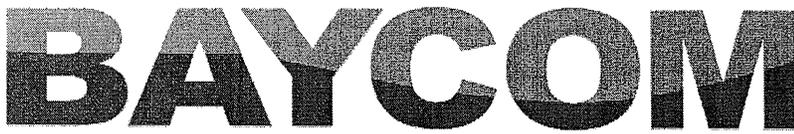
Staff recommends taking advantage of this opportunity to update radios that are approaching 25 years in service and are no longer supported by the manufacturer; as well as eliminate safety concerns for our firefighters operating under the current equipment.

TIMING/IMPLEMENTATION:

This item is for discussion at tonight's Committee of Whole meeting and is scheduled to be brought forward as a Resolution to the October 4, 2016 Committee of the Whole.

ATTACHMENTS:

Baycom estimate



serious mobility *Current*
when it matters most

Dave Feiler
11408 W. Lincoln Avenue
West Allis, WI 53227
(414) 546-7625
dfeiler@baycominc.com

City of Burlington Fire Department
Attn: Chief Alan Babe

8/16/2016
REVISED

SUBJECT: APX6000XE Portable Radio Model 1.5 / 08162016

PRICING AND FINANCIAL OPTIONS SPECIFIC TO THIS OFFERING:
EQUIPMENT DETAILS AND PRICING

QTY	MODEL AND DESCRIPTION	UNIT PRICE	TOTAL PRICE
39	H98SDD9PW5 N / Motorola APX6000 Model 1.5	\$1,479.86	\$57,714.54
39	UHF, 8 Character Top Display and Dual Mic.		
39	QA01749 / Advanced System Software Key	\$0.00	\$0.00
39	Q241 / Analog Operation	\$0.00	\$0.00
39	H35 / Conventional Operation	\$305.00	\$11,895.00
39	QA02006 / XE Ruggedized Radio - DeltaT, IS/FM	\$488.00	\$19,032.00
39	QA01427 / Impact Green Housing	\$15.25	\$594.75
15	WPLN7080 / Single Unit Charger	\$100.00	\$1,500.00
4	NNTN7073B / Multi Unit Charger with Display	\$1,060.00	\$4,240.00
39	NNTN8575A / XE RSM w/ 3.5mm Jack & XT Cable	\$384.00	\$14,976.00
0	NNTN8092A / FM Approved - Int. Safe Spare Battery	\$113.60	\$0.00
0	PMLN5657B / Leather Swivel Carrying Case	\$52.00	\$0.00
0	RLN6488A / Anti-Sway Strap	\$10.95	\$0.00
			\$0.00

Please follow WCA Contract Instructions

All costs reflect Racine County Contract

EQUIPMENT COST: \$109,952.29
SHIPPING: \$0.00

Payment Terms: Net 10 Days
Quotation Good For 30 Days.

PURCHASE PRICE: \$109,952.29

Approved By:

Your Signature Is An Agreement To Purchase And An Acceptance Of The Above Terms
All of the information listed on this proposal is confidential and proprietary information.
If You Have Any Questions Please Contact Dave Feiler 414-546-7625





serious mobility *Current*
when it matters most

Dave Feiler
11408 W. Lincoln Avenue
West Allis, WI 53227
(414) 546-7625
dfeiler@baycominc.com

City of Burlington Fire Department
Attn: Chief Alan Babe

8/16/2016
REVISED

SUBJECT: APX6500 Mobile UHF Radio / 08162016

PRICING AND FINANCIAL OPTIONS SPECIFIC TO THIS OFFERING:
EQUIPMENT DETAILS AND PRICING

QTY	MODEL AND DESCRIPTION	UNIT PRICE	TOTAL PRICE
10	M25QSS9PW1AN / APX6500 Mobile Radio - UHF	\$1,429.84	\$14,298.40
10	G241 / Astro Ready - Analog	\$0.00	\$0.00
10	G48 / Conventional Operation	\$305.00	\$3,050.00
10	G444 / O5 Control Head Software	\$0.00	\$0.00
10	G442 / O5 Control Head	\$263.52	\$2,635.20
10	G67/ Remote Mount Configuration	\$181.17	\$1,811.70
10	G426 / Unity Gain UHF - Roof Top Antenna	\$13.12	\$131.20
10	W22 / Heavy Duty Palm Mic	\$43.92	\$439.20
10	W432 / 13 Watt Auxillary Speaker	\$43.62	\$436.20
			\$0.00
			\$0.00
			\$0.00
			\$0.00

Please follow WCA Contract Instructions

All Costs reflect Racine County Contract Pricing

EQUIPMENT COST: \$22,801.90
SHIPPING: \$0.00

Payment Terms: Net 10 Days
Quotation Good For 30 Days.

PURCHASE PRICE: \$22,801.90

Approved By:

Your Signature Is An Agreement To Purchase And An Acceptance Of The Above Terms
All of the information listed on this proposal is confidential and proprietary information.
If You Have Any Questions Please Contact Dave Feiler 414-546-7625





COMMITTEE OF THE WHOLE

ITEM NUMBER: 6

DATE: September 20, 2016

SUBJECT: RESOLUTION 4803(22) to consider approving an ETZ Certified Survey Map for property on 1620 Crossway Road in the Town of Burlington.

SUBMITTED BY: Gregory Guidry, Building Inspector

BACKGROUND/HISTORY:

As part of the City's Extraterritorial Plat Approval Jurisdiction Area with the Town of Burlington, which includes any area within 1.5 miles of the City of Burlington, all divisions and subdivisions of land shall be reviewed by the Plan Commission and Common Council. The purpose of this is to enable the City to extend regulations to adjacent land that could affect quality of life within the city. The Extraterritorial Zoning District (ETZ) represents a city's potential growth boundary, both with respect to its future tax base and municipal service area.

This Certified Survey Map has been submitted for review by Mark & Dawn Petges for property located at 1620 Crossway Road. The applicant would like to separate one existing parcel into two lots. The Plan Commission approved this CSM at their September 13, 2016 meeting and the Town of Burlington Planning and Zoning Committee approved it at their August 11, 2016 meeting.

BUDGET/FISCAL IMPACT:

N/A

RECOMMENDATION:

The Plan Commission and City Staff recommend approval of this Certified Survey Map in the Town of Burlington within the Extraterritorial zoning boundary.

TIMING/IMPLEMENTATION:

This item is for discussion at the September 20, 2016 Committee of the Whole meeting and scheduled for final consideration at the Common Council meeting the same night.

ATTACHMENTS:

Resolution
ETZ CSM

**A RESOLUTION APPROVING A CERTIFIED SURVEY MAP FOR MARK & DAWN PETGES
FOR PROPERTY LOCATED AT 1620 CROSSWAY ROAD IN THE TOWN OF
BURLINGTON, WITHIN THE CITY'S EXTRATERRITORIAL PLAT JURISDICTION**

WHEREAS, the Plan Commission of the City of Burlington has reviewed a certified survey map shown hereon, proposed and submitted by Mark & Dawn Petges for property located at 1620 Crossway Road in the Town of Burlington; for property described as:

LAND LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 3 NORTH, RANGE 19 EAST OF THE 4TH OF THE PRINCIPAL MERIDIAN, TOWN OF BURLINGTON, RACINE COUNTY, WISCONSIN, CONTAINING 10.46 ACRES, AND DESCRIBED AS FOLLOWS: LOT 2 OF RACINE COUNTY CERTIFIED SURVEY MAP NUMBER 1711, ACCORDING TO THE RECORDED PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE REGISTER OF DEEDS, RACINE COUNTY, WISCONSIN, AS DOCUMENT NUMBER 1475723, RECORDED AUGUST 5, 1994, BEING PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 3 NORTH, RANGE 19 EAST OF THE 4TH PRINCIPAL MERIDIAN, TOWNSHIP OF BURLINGTON, RACINE COUNTY, WISCONSIN.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Burlington, Racine County and Walworth County, State of Wisconsin, that the attached certified survey map prepared on July 20, 2016 by Mark A. Bolender, WLS, is hereby approved.

BE IT FURTHER RESOLVED that the City Clerk shall forward a copy of this resolution to the Town of Burlington Clerk, 32288 Bushnell Road, Burlington, WI 53105; Julie Anderson, Director, Racine County Planning and Development, 14200 Washington Ave., Sturtevant, WI 53177; and Walworth County Land Use and Resource Management, W3929 County Road NN, Elkhorn, WI 53121.

Introduced: September 20, 2016
Adopted: September 20, 2016

Jeannie Hefty, Mayor

Attest:

Diahn Halbach, City Clerk

RACINE COUNTY CERTIFIED SURVEY MAP NUMBER _____

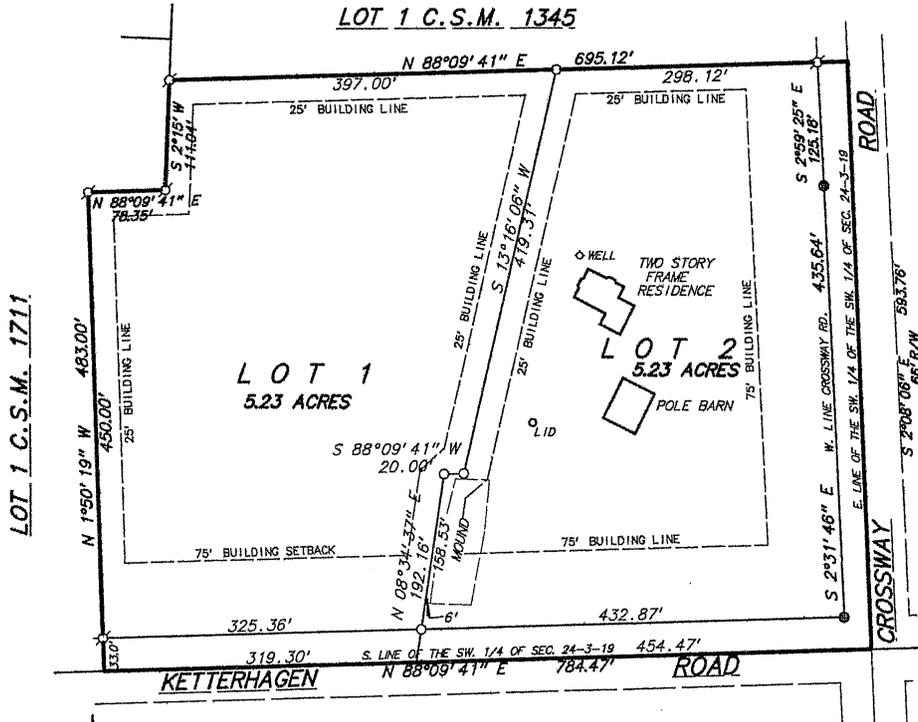
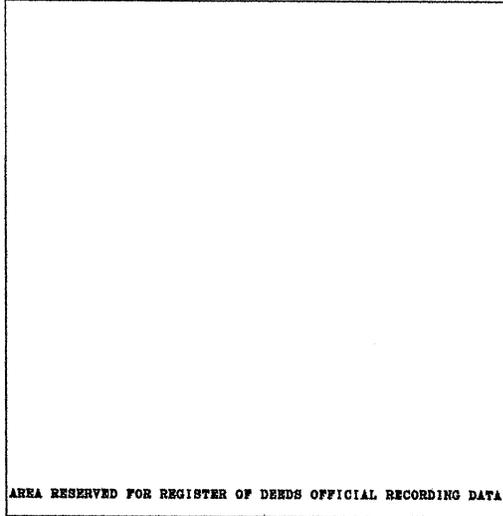
**PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 24,
TOWNSHIP 3 NORTH, RANGE 19 EAST OF THE 4TH PRINCIPAL MERIDIAN, TOWN
OF BURLINGTON, RACINE COUNTY, WISCONSIN**

OWNERS:

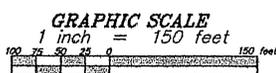
Mark J. Petges
Dawn M. Petges
1620 Crossway Road
Burlington, Wisconsin 53105

SURVEYED & MAPPED BY:

Arbit Land Surveying
8120-312th Avenue
Wheatland, Wisconsin 53105



GRID NORTH
WISCONSIN COORDINATE SYSTEM SOUTH ZONE
NORTH AMERICAN DATUM OF 1927
BEARINGS ARE REFERENCED TO THE S.
LINE OF THE SW. 1/4 SEC. 24-3-19



SHEET 1 OF 2 SHEETS

- LEGEND:**
- Denotes Iron Pipe Set-1" Diameter
Not Less Than 1.13 Pounds Per Linear Foot
 - ⊕ Denotes Iron Pipe Found-1 1/8"
 - Denotes Iron Pipe Found-1 1/2" Diameter

Mark A. Bolander
Wisconsin Professional Land Surveyor - 1784
July 20, 2016

RACINE COUNTY CERTIFIED SURVEY MAP NUMBER _____

**PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 24,
TOWNSHIP 3 NORTH, RANGE 19 EAST OF THE 4TH PRINCIPAL MERIDIAN, TOWN
OF BURLINGTON, RACINE COUNTY, WISCONSIN**

SURVEYOR'S CERTIFICATE

I, Mark A. Bolender, professional land surveyor hereby certify: That in full compliance with the provisions of Chapter 236.34 of the Wisconsin Statutes and the subdivision regulations of the Town of Burlington, Racine County, Wisconsin and under the direction of Mark J. Petges, and Dawn M. Petges, owners of said land, I have surveyed, divided and mapped this Certified Survey Map; that such plat correctly represents all exterior boundaries and the subdivision of land surveyed; and that this land is located in the Southwest Quarter of the Southwest Quarter of Section 24, Township 3 North, Range 19 East of the 4th of the Principal Meridian, Town of Burlington, Racine County, Wisconsin, containing 10.46 acres, and described as follows: Lot 2 of RACINE COUNTY CERTIFIED SURVEY MAP NUMBER 1711, according to the recorded plat thereof on file and of record in the office of the Register of Deeds, Racine County, Wisconsin, as Document Number 1475723, recorded August 5, 1994, being part of the Southwest Quarter of the Southwest Quarter of Section 24, Township 3 North, Range 19 East of the 4th Principal Meridian, Township of Burlington, Racine County, Wisconsin.

Dated at Bassett, Wisconsin, this _____ day of _____, 2016.

Mark A. Bolender - Wisconsin Registered Land Surveyor S - 1784
AMBIT LAND SURVEYING 8120-312th Avenue, Wheatland, Wisconsin 53105

TOWN OF BURLINGTON APPROVAL

Approved by the Town Board at the Town of Burlington on this _____ day of _____, 2016

Chairman

Clerk



DATE: September 20, 2016

SUBJECT: RESOLUTION 4804(23) to approve an agreement for engineering services with Kapur & Associates and Traffic Analysis & Design to prepare a Traffic Operation and Safety Analysis for the Milwaukee Avenue and Pine Street intersection.

SUBMITTED BY: Carina Walters, City Administrator

BACKGROUND/HISTORY:

At the August 2, 2016 Committee of the Whole meeting, the Council expressed interest for Kapur & Associates and Traffic Analysis & Design (TAD) to conduct a traffic count at the intersection of Milwaukee Avenue and Pine Street to analyze traffic volume, patterns and safety concerns.

Attached you will find an agreement between the City and Kapur/TAD to conduct an analysis and prepare a technical memorandum to supply the Council with more sufficient information to make an informed decision on next steps for the intersection. Compensation to Kapur and TAD to conduct the analysis shall be in the amount of \$18,742.

This item was discussed at the July 19, 2016 and August 2, 2016 Committee of the Whole meetings. Since late 2000, the City has received several requests to modify the Milwaukee Avenue and N. Pine Street intersection. Requests include: alleviating traffic, signalization and pedestrian safety. Most recently, cars have been getting stuck in the queue trying to turn left on to Pine Street, in which the signal timing was modified.

BUDGET/FISCAL IMPACT:

The total cost for Kapur and TAD to conduct the analysis shall be a total of \$18,742 which will come out of the General fund. Any changes to the intersection based on results of the analysis could result in further costs, which would be discussed at a future Council meeting should the Common Council desire to move forward.

RECOMMENDATION:

Staff is seeking for Council direction on implementing the analysis of the intersection of Milwaukee Avenue and Pine Street in the amount of \$18,742.

TIMING/IMPLEMENTATION:

This item is for discussion at the September 20, 2016 Committee of Whole meeting and is scheduled for the October 4, 2016 Common Council meeting for final consideration.

ATTACHMENTS:

- Resolution
- Agreement to conduct a Traffic Operation and Safety Analysis

A RESOLUTION APPROVING AN AGREEMENT FOR ENGINEERING SERVICES WITH KAPUR AND ASSOCIATES, INC. AND TRAFFIC ANALYSIS & DESIGN, INC. TO PREPARE A TRAFFIC OPERATION AND SAFETY ANALYSIS FOR THE MILWAUKEE AVENUE AND PINE STREET INTERSECTION

WHEREAS, the City has recently solicited a proposal from Kapur & Associates and Traffic Analysis & Design, Inc. to prepare a traffic operation and safety analysis for the Milwaukee Avenue and Pine Street intersection; and,

WHEREAS, the City has requested engineering services for the collection of traffic data, operations analysis and preparing a technical memorandum for the intersection of Milwaukee Avenue and Pine Street, which have resulted in a Traffic Operational and Safety Analysis Agreement, a copy which is attached hereto and made a part thereof; and,

WHEREAS, said Agreement which includes five tasks is for the total amount of \$18,742; and,

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Burlington enter into a Traffic Operational and Safety Analysis Agreement with Kapur & Associates and Traffic Analysis & Design, Inc. for the amount \$18,742.

BE IT FURTHER RESOLVED that the City Administrator is hereby authorized and directed to execute the Traffic Analysis Agreement on behalf of the City.

Introduced: September 20, 2016
Adopted:

Jeannie Hefty, Mayor

Attest:

Diahnn Halbach, City Clerk

AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT is entered into between **Kapur & Associates** (Client) and **Traffic Analysis & Design, Inc.** (Engineer), based upon Client's intention to prepare a traffic operational and safety analysis for the Milwaukee Avenue intersections with Pine Street and Chestnut Street along with traffic signal modification design plans for the Milwaukee Avenue intersection with Pine Street in Burlington, Wisconsin (the Project) and Client's requirement for certain engineering services in connection with the Project (the Services) which Engineer is prepared to provide.

1. Engineer shall provide the Services described in Attachment A, "Scope of Services", according to Attachment A, "Schedule".
2. Client shall pay Engineer in accordance with Attachment A, "Compensation". Invoices shall be due and payable upon receipt. Invoice amounts not paid within 30 days after receipt shall accrue interest at the rate of 1.5% per month (or the maximum rate permitted by law, if less), with payments applied first to accrued interest and then to unpaid principal.
3. The same degree of care, skill, and diligence shall be exercised in the performance of the Services as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances. No other warranty, express or implied, is included in this Agreement or in any drawing, specification, report, opinion, or other instrument of service, in any form or media, produced in connection with the Services.
4. Engineer shall not be liable to Client for any consequential damages resulting in any way from the performance of the Services. To the fullest extent permitted by law, Engineer's liability under this Agreement shall not exceed Engineer's total compensation actually received under this Agreement.
5. Engineer and Client waive all rights against each other for damages covered by property insurance during and after the completion of the Services.
6. Notwithstanding anything to the contrary in any Attachments hereto, Engineer has no responsibility for (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project; or (b) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to Engineer, to fulfill contractual responsibilities to Client or to comply with federal, state, or local laws, regulations, and codes.
7. Engineer does not guarantee that proposals, bids, or actual Project costs will not vary from Engineer's cost estimates or that actual schedules will not vary from Engineer's projected schedules.
8. This Agreement may be terminated upon written notice at Client's convenience or by either party in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. Engineer shall terminate performance of Services on a schedule acceptable to Client, and Client shall pay Engineer for all Services performed. Paragraphs 4 and 5 shall survive any termination or completion of this Agreement.
9. All documents prepared by Engineer pursuant to this Agreement are instruments of service in respect to the Project. Any use except for the specific purpose intended by this Agreement will be at the user's sole risk and without liability or legal exposure to Engineer. Engineer shall retain its ownership in its data bases, computer software, and other proprietary property. Intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of Engineer.
10. The Services provided for in this Agreement are for the sole use and benefit of Client and Engineer. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Client and Engineer.
11. Any notice required by this Agreement shall be made in writing to the address specified below:
 - Client:** Kapur & Associates, Inc.
6025 South Pine Street
Burlington, WI 53105
 - Attn:** Mr. Thomas Foht, PE

 - Engineer:** Traffic Analysis & Design, Inc.
N36 W7505 Buchanan Street
Cedarburg, WI 53012
 - Attn:** Mr. John A. Bieberitz, P.E., PTOE

IN WITNESS WHEREOF, Client and Engineer have executed this Agreement, effective as of August 17, 2016.

Kapur & Associates, Inc. (Client)

Traffic Analysis & Design, Inc. (Engineer)

By: _____

By: 
John A. Bieberitz, P.E., PTOE

Title: _____

Date: _____

Date: 8/17/16

ATTACHMENT A

SCOPE OF SERVICES

Task 1 – Data Collection

12 hour intersection turning movement counts will be conducted at the following intersections:

- Milwaukee Avenue at Pine Street
- Milwaukee Avenue at Chestnut Street

The counts conducted at these intersections will be utilized for operations analysis and safety analysis.

Task 2 – Operations Analysis

Existing conditions operations analysis for the AM, midday and PM peak hours will be conducted at the following intersections:

- Milwaukee Avenue at Pine Street
- Milwaukee Avenue at Chestnut Street

This analysis will establish a base condition by which improvement scenarios can be compared.

Year 2016 left turn restriction alternative conditions operations analysis for the AM, midday and PM peak hours will be conducted at the following intersections:

- Milwaukee Avenue at Pine Street (SB to EB left turn restricted)
- Milwaukee Avenue at Chestnut Street (traffic redistribution due to above left turn restriction)

This analysis will establish the expected operation at each of the above intersections based on redistributed traffic caused by restricting the SB to EB left turn movement at Milwaukee Avenue at Pine Street. The analysis will also consider the time periods the SB to EB left turn movement shall be restricted based the operations analysis and interaction of this intersection with the planned railroad crossing improvements.

Task 3 – Safety Analysis

A crash analysis will be conducted based on crash information provided by the City of Burlington and the WisDOT at the following intersections:

- Milwaukee Avenue at Pine Street
- Milwaukee Avenue at Chestnut Street

The City of Burlington will also conduct a sight distance analysis at the following intersection:

- Milwaukee Avenue at Chestnut Street

A field visit by a TADI traffic safety engineer will be conducted.

The outcome of the safety analysis and field visit will be used to determine the need for any pedestrian treatments at the intersection of Milwaukee Avenue at Chestnut Street if SB to EB left turns are restricted at the Milwaukee Avenue intersection with Pine Street.

Task 4 – Technical Memorandum and Exhibits

A technical memorandum and exhibits documenting the data collection, operations and safety analysis will be prepared. The technical memorandum will also include recommendations regarding restriction of the SB to EB left turn at the Milwaukee Avenue intersection with Pine Street and subsequent improvements to the intersection of Milwaukee Avenue with Chestnut Street. All improvements will also consider the interaction of the Milwaukee Avenue intersection with Pine Street and the planned railroad crossing improvements.

Task 5 - Traffic Signal Plans

Plans, specifications, and estimates will be developed for modifications to the permanent traffic signals at the following intersection:

- Milwaukee Avenue at Pine Street

All work will be performed according to Wisconsin Department of Transportation (Department) standards. All materials will be prepared to be inserted into a bid package to be prepared by the client.

Plans, specifications, quantities, and estimates will be prepared in English units.

A. MEETINGS

Attendance at one coordination meeting is included in this scope of services. It is anticipated that project coordination can be accomplished primarily via telephone and e-mail. Any additional meetings will be considered extra work and may require a contract amendment to attend.

B. PRELIMINARY ENGINEERING

The modifications anticipated and included in this scope of work are as follows:

- Add new southbound left turn phase active only during track clearance phase.
- Add wiring and other modifications to accommodate a “gate down” signal from the adjacent railroad bungalow.
- Add battery backup to the traffic signal cabinet.
- Evaluate the need for a new traffic signal controller and add one if required.

The engineer shall prepare the plans using the existing signal plans as a base.

More specifically, the preliminary plans will consist of the following:

- Traffic Signal Removal Sheet(s)
- Traffic Signal Layout Sheet(s)
- Sequence of Operation Sheet
- Cable Routing Sheet
- Miscellaneous Quantities Sheets
- Required Standard Detail Drawings

TADI will work with the Department to modify the traffic signal timing parameters as necessary.

All coordination with the railroad shall be done by others.

An electronic copy of the preliminary signalization plans (Adobe Acrobat format, 11”x17” pages) will be submitted to the client for review and comments. The engineer will not provide paper copies for this submittal.

Engineer will prepare specifications utilizing the 2017 WisDOT specifications and special provisions. One set of specifications (Adobe Acrobat format electronic file) will be submitted to the client for review and comments.

C. FINAL PS&E

Upon receiving comments from the client on the preliminary plans and specifications, the Engineer will revise the design and specifications.

Based on the final project quantities, engineer will provide an engineer's estimate in electronic format (Adobe Acrobat) to the client.

Engineer will create an Adobe Acrobat file of the final plans (in 11"x17" format), and electronic files of the specifications and estimate for submittal to the client for inclusion in the client's bid documents.

SCHEDULE

Engineer will provide the deliverables listed above according to the following schedule:

<u>Deliverable</u>	<u>Date</u>
Traffic Counts	2 weeks after notice to proceed
Operation and Safety Analysis	4 weeks after notice to proceed
Draft Technical Memorandum	5 weeks after notice to proceed
Final Technical Memorandum	6 weeks after notice to proceed
Preliminary plans and specifications Memorandum	3 weeks after acceptance of Final Technical Memorandum
Final PS&E	2 week after receipt of review comments

COMPENSATION

For Tasks 1-4 services described in the above Scope of Services, Client shall pay Engineer a Lump Sum fee of Thirteen Thousand Seven Hundred Sixty Seven Dollars (13,767.00). For Task 5 services described in the above scope of services, Client shall pay Engineer a Lump Sum fee of Four Thousand Nine Hundred Seventy-Five Dollars (\$4,975.00). The total contract amount for Tasks 1-5 described above is Eighteen Thousand Seven Hundred Forty Two Dollars (18,742.00).

All services not cited in Attachment A, Scope of Services, will be conducted as additional services under an Amendment to this Agreement.



COMMITTEE OF THE WHOLE

ITEM NUMBER: 8

DATE: September 20, 2016

SUBJECT: RESOLUTION 4805(24) Declaring Official Intent to Reimburse Expenditures from Proceeds of Borrowing for the Safe Drinking Water Fund Loan for the Well 11 Project.

SUBMITTED BY: Steve DeQuaker, Budget Officer/Treasurer

BACKGROUND/HISTORY:

The City has engaged Baxter and Woodman for design and implementation of the Radium Removal Project at Well 11. A Safe Drinking Water Fund (SDWF) Loan has been applied for to the Commissioner of Public Lands (State Trust Fund). Application for this loan was filed back in June, 2016. This allows the City to recover costs expended prior to the close of the loan (once approved) by the State. These costs have been included in the SDWF Loan application. An additional council action will be required once the SDWF Loan has been approved by the Commissioner of Public Lands.

BUDGET/FISCAL IMPACT:

This allows the recovery of costs from the SDWF loan prior to the actual loan close. The loan itself is still under review by the Commissioner of Public Lands who administers these loans. An approval is expected in the near future.

RECOMMENDATION:

Staff recommends adoption of this “housekeeping” item related to the SDWF loan for the Well 11 Radium Removal project. Attached resolution was prepared by the City’s Bond Counsel, Quarles & Brady and recommended by Ehlers, Inc.

TIMING/IMPLEMENTATION:

This item is for discussion at the September 20, 2016 Committee of the Whole meeting and scheduled for final consideration at the October 4, 2016 Common Council Meeting.

ATTACHMENTS:

Letter and Resolution provided by Quarles & Brady.

**RESOLUTION DECLARING OFFICIAL INTENT TO REIMBURSE EXPENDITURES
FROM PROCEEDS OF BORROWING FOR THE SAFE DRINKING WATER FUND LOAN**

WHEREAS, the City of Burlington, Racine and Walworth County, Wisconsin (the "Municipality") plans to undertake additions, improvements and extensions to its Water System (the "Project"); and

WHEREAS, the Municipality expects to finance the Project on a long-term basis by issuing tax-exempt bonds or promissory notes (the "Bonds"); and

WHEREAS, because the Bonds will not be issued prior to March 1, 2017, the Municipality must provide interim financing to cover costs of the Project incurred prior to receipt of the proceeds of the Bonds; and

WHEREAS, it is necessary, desirable, and in the best interests of the Municipality to advance moneys from its funds on hand on an interim basis to pay the costs of the Project until the Bonds are issued.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the Municipality, that:

Section 1. Expenditure of Funds. The Municipality shall make expenditures as needed from its funds on hand to pay the costs of the Project until Bond proceeds become available.

Section 2. Declaration of Official Intent. The Municipality hereby officially declares its intent under Treas. Regs. Section 1.150-2 to reimburse said expenditures with proceeds of the Bonds, the principal amount of which is not expected to exceed \$1,017,300.

Section 3. Unavailability of Long-Term Funds. No funds for payment of the Project from sources other than the Bonds are, or are reasonably expected to be, reserved, allocated on a long term basis, or otherwise set aside by the Municipality pursuant to its budget or financial policies.

Section 4. Public Availability of Official Intent Resolution. This Resolution shall be made available for public inspection at the City Clerk's office within 30 days after its approval in compliance with applicable State law governing the availability of records of official acts including Subchapter II of Chapter 19, and shall remain available for public inspection until the Bonds are issued.

Section 5. Effective Date. This Resolution shall be effective upon its adoption and approval.

Introduced: September 20, 2016

Approved: _____ 2016

Jeannie Hefty, Mayor

(SEAL)

ATTEST: _____

Diahn Halbach, City Clerk



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Madison
Milwaukee
Naples
Phoenix
Scottsdale
Tampa
Tucson
Washington, D.C.

September 8, 2016

VIA EMAIL

Mr. Steven. DeQuaker
Budget Officer/City Treasurer
City of Burlington
300 North Pine Street
Burlington, WI 53105

Re: Reimbursement Resolution for Safe Drinking Water Loan Project

Dear Mr. DeQuaker:

Attached is a reimbursement resolution which the City should adopt to make sure that expenditures made for the project prior to the issuance of the Water System Revenue Bonds (the "Bonds") to the Safe Drinking Water Loan Program can later be reimbursed with proceeds of the Bonds. Please note that any expenditures the City makes more than 60 days prior to adopting this resolution will not be eligible for reimbursement, unless they fit into the "preliminary expenditure" exception. Therefore, the City should be very careful to make sure that any expenditures it makes prior to adopting this resolution will qualify for that exception.

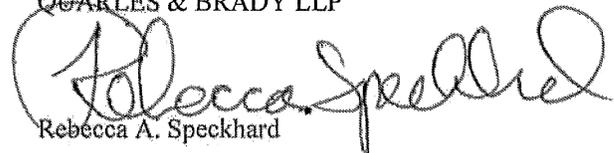
Preliminary expenditures are defined as including architectural, engineering, surveying, soil testing, and reimbursement bond issuance costs incurred prior to commencement of construction, but do not include land acquisition, site preparation and similar costs incident to commencement of construction. In addition, the aggregate of preliminary expenditures may not exceed 20% of the principal amount of the Bonds

Please review the resolution and include it on the agenda for the next Common Council meeting. Please then post the agenda in at least three public places and provide it to the official newspaper of the City and requesting media at least twenty-four (24) hours prior to the meeting. If the resolution is adopted, please return an executed copy of the resolution to us.

If you have any questions or concerns regarding the attached, please do not hesitate to give me a call.

Very truly yours,

QUARLES & BRADY LLP



Rebecca A. Speckhard

RAS:TAB
Enclosure

cc: Mr. Douglas R. Snyder (w/enc. via email)
Ms. Diahnn C. Halbach (w/enc. via email)
Mr. David Wagner (w/enc. via email)
Mr. Jon Cameron (w/enc. via email)
Mr. James A. Mann (w/enc. via email)



COMMITTEE OF THE WHOLE

NUMBER: 9

DATE: September 20, 2016

SUBJECT: ORDINANCE 2007(3) to repeal and recreate Chapter 40 of the Code of Ordinances for the City of Burlington relating to the Health Department.

SUBMITTED BY: Alderman John Ekes and Carina Walters, City Administrator

BACKGROUND/HISTORY:

In 2014, the City contracted with Central Racine County Health Department (CRCHD) to provide public health services for city residents and businesses. The CRCHD is responsible for providing public health services to fourteen communities in Racine County, including Caledonia, Dover, Mt. Pleasant, North Bay, Norway, Raymond, Rochester, Sturtevant, Union Grove, Yorkville, Town and Village of Waterford, Town and City of Burlington. Services provided include health promotion, disease prevention, and protection from health and environmental hazards. We monitor health concerns of entire communities and aim to prevent health problems before they occur.

As part of contracting with CRCHD, the City needed to amend the Municipal Code to become consist with CRCHD and the other municipalities. All fourteen municipalities contain the same ordinance language.

This ordinance that was approved at the July 2016 Board of Health meeting, is a joint ordinance pertaining to health and sanitation that governs all municipalities receiving public health services from the Central Racine County Health Department. The ordinance updates definitions, statutory and code references to be consistent with recent changes made at the State level. The ordinance also sets forth penalties for violations of its provisions. A red-lined version of the ordinance has been attached for your convenience.

BUDGET/FISCAL IMPACT:

There are no financial implications with this ordinance amendment.

RECOMMENDATION:

The Central Racine County Health Department requests this amendment to the ordinance to stay consist with all of the municipalities involved with CRCHD.

TIMING/IMPLEMENTATION:

This item is for discussion at the September 20, 2016 Committee of Whole meeting and is scheduled for the October 4, 2016 Common Council meeting for final consideration.

ATTACHMENTS:

Ordinance

**AN ORDINANCE TO REPEAL AND RECREATE CHAPTER 40 OF THE CODE OF
ORDINANCES FOR THE CITY OF BURLINGTON, RACINE COUNTY, WISCONSIN
RELATING TO THE HEALTH DEPARTMENT**

The Common Council for the City of Burlington, Racine County, Wisconsin, ordains as follows:

1. That Chapter 40 of the Code of Ordinances for the City of Burlington be, and hereby is, created to read as set forth in Exhibit A, which is attached and incorporated herein by reference.
2. That this ordinance shall take effect upon adoption and publication as provided by law.

Introduced: September 20, 2016
Adopted:

Jeannie Hefty, Mayor

Attest:

Diahn Halbach, City Clerk

EXHIBIT A

“CHAPTER 40

Health Department

A. Local Board Of Health, Local Health Department And Local Health Officer.

- (1) **Intermunicipal Agreement Providing for Joint Local Board of Health, Joint Local Health Department and Joint Local Health Officer.** By intermunicipal agreement the Villages of Caledonia, Mt. Pleasant, Sturtevant and North Bay have created a Joint Local Board of Health, established a Joint Local Health Department and appointed a Joint Local Health Officer to serve the above Villages, as well as other municipalities that are added as members to the intermunicipal agreement ("Member Municipalities"), or otherwise contract for the provision of public health services ("Contract Municipalities"). This Agreement is entered into pursuant to the authority set forth in Wis. Stat. Sections 66.0301, 251.09 and 251.02(3r).
- (2) **Designation of Local Board of Health, Local Health Department and Local Health Officer.** The Joint Local Board of Health created by the intermunicipal agreement is hereby designated the "Central Racine County Board of Health" and is established as the joint local board of health of the Member Municipalities and Contract Municipalities pursuant to Section 251.02(3r), Wisconsin Statutes. The Central Racine County Health Department established pursuant to the intermunicipal agreement is hereby designated and established as the local health department of the Member Municipalities and Contract Municipalities pursuant to Section 251.02(3r), Wisconsin Statutes. The local health officer, designated as the Health Officer/Director of Public Health, and provided for in the intermunicipal agreement is hereby designated as the local health officer for the Member Municipalities and Contract Municipalities.
- (3) **Local Board of Health.** The local Board of Health shall be designated as the Central Racine County Board of Health and pursuant to Wis. Stat. Section 251.03(4r), the parties determine that the membership of the Board of Health shall be comprised as set forth in the intergovernmental agreement.
- (4) **Powers and Duties of Local Board of Health.** The Central Racine County Board of Health shall constitute the policy-making body for the Central Racine County Health Department, and shall exercise authority over financial and personnel matters, as set forth in the intermunicipal agreement. The Board of Health shall be responsible for operating and maintaining at least a Level II Health Department to jointly serve the Member Municipalities and Contract Municipalities. The Board of Health shall have the powers and perform such duties as are prescribed in Wis. Stat. Sections 251.04 and 251.05, except as otherwise specifically provided in the intermunicipal agreement or in joint ordinances adopted by Member Municipalities and Contract Municipalities.
- (5) **Effect of Intermunicipal Agreement.** In all other respects such intermunicipal agreement executed by the Member Municipalities shall govern the administration of the Central Racine County Board of Health, Health Department and Joint Local Health Officer.

- (6) **Repeal of Inconsistent Ordinances.** ~~This section and all subsequent sections of The provisions of this Chapter shall supersede any inconsistent provisions of this Code of Ordinances, which inconsistent provisions shall be, and hereby are, repealed as of the effective date of this ordinance.~~

B. Human Health Hazards.

~~HEALTH STANDARDS FOR PROPERTY MAINTENANCE.~~

(1) **Purpose and General Provisions.**

- (a) This Section is adopted for the purpose of preserving and promoting the public health of residents and preventing the continuance of Human Health Hazards.
- (b) No Person shall erect, construe, cause, continue, maintain or permit any Human Health Hazards. Any Person who shall cause, create or maintain a Human Health Hazard or who shall in any way aid or contribute to the creation or maintenance thereof shall be guilty of a violation of this Section, and shall be liable for all costs and expenses attendant upon the abatement or removal of such hazards and subject to penalties provided in this Section.
- (c) It shall be the joint responsibility of the Owner and Occupant of a Dwelling or Dwelling Unit to maintain their property in a manner which complies with this Code and any applicable state and federal laws.
- (d) This Section does not prohibit the following activities so long as they are conducted in accordance with the applicable ordinance or State Statute: the sanitary operation of licensed junkyards; or the storage and accumulation of ashes and effuse by industrial establishments which maintain adequate and sanitary facilities and the space for the accumulation and storage of such materials.

- (2) **Authority.** This Section is adopted pursuant to the authority granted by Chapters 251 and 254, Wis. Stats., as amended from time-to-time, which regulations are hereby adopted, and incorporated by reference as though fully set forth herein. The Health Officer or Code Official shall have the power to abate human health hazards in accordance with this Section and Wis. Stat. Section ~~254.5966-1337(7)(b)~~, which statute is adopted by reference and made part of this Section as if fully set forth in this Section.

Commented [KH1]: This section is not related to food.

- (3) **Definitions.** The following definitions shall apply in the interpretation and enforcement of this Chapter, unless a different meaning is plainly intended:

- (a) **Basement.** A portion of a building located partly or wholly underground, but having less than half its clear height below the average grade of the adjoining ground.
- (b) **Building Inspector.** The Building Inspector of the Village/Town Municipality or his or her authorized representative.
- (c) **Carbon Monoxide Detector.** A device that detects the presence of carbon monoxide gas.
- (d) **Cellar.** A portion of a building located partly or wholly underground, but having 1/2 or more of its clear floor to ceiling heights below the average grade of the adjoining ground.

- ~~(e)~~ **Chief of Police.** The Village/Town Chief of Police or their authorized representative or authorized representative from the Sheriff's Department.
- ~~(f)~~(e) **Code Official.** Building Inspector, ~~Municipal Law Enforcement enforcement Officer~~, Fire Chief, Chief of Police, and/or the Health Officer, or their respective authorized representatives.
- ~~(g)~~(f) **Dwelling.** Any building which is wholly or partly used or intended to be used for living or sleeping by human occupants.
- ~~(h)~~(g) **Dwelling Unit.** Any room or group of rooms located within a Dwelling and forming a single habitable unit with facilities which are used or intended to be used for living, sleeping, cooking and eating by one family.
- ~~(i)~~(h) **Exterior Premises.** The open space on the premises or the portion of the premises upon which there is not a structure, including the abutting right-of-ways, lawn park areas, curbs, gutters and all alleys and vacated alleys abutting private property between the center of the alley and the lot line.
- ~~(j)~~(i) **Extermination.** The control or elimination of insects, rodents or other Vermin by eliminating their harborage places, by removing or making inaccessible materials that may serve as their food, by blocking their access to a Dwelling, by poisoning, spraying, fumigating or trapping, or by any other legal pest elimination method approved by the Code Official.
- ~~(k)~~(j) **Health Officer.** The Health Officer of the Central Racine County Health Department or his/her authorized representative.
- ~~(l)~~(k) **Human Health Hazard.** A substance, activity or condition that is known to have the potential to cause acute or chronic illness, ~~to endanger life, to generate or spread infectious diseases, or otherwise injuriously to affect the health of the public, or death if exposure to the substance activity or condition is not abated.~~
- (l) **Immediate Human Health Hazard.** A condition which exists or has the potential to exist which should, in the opinion of the Health Officer, be abated or corrected immediately, or at least within a 24-hour period, to prevent imminent and severe damage to human health.
- (m) **Municipality.** A city, town, or village within the jurisdiction of the Central Racine County Health Department.
- (n) **Occupant.** Any Person living, sleeping or eating or having actual possession of a Dwelling Unit.
- (o) **Owner.** Any Person who, alone or jointly or severally with others shall be the record holder of the title of any Dwelling or Dwelling Unit, with or without actual possession thereof, or who has charge, care or control of any Dwelling as agent of the owner or as executor, administrator, trustee or Guardian of the estate of the owner.
- (p) **Person.** Includes Owners, Occupants, their agents, tenants and any individual, firm, corporation, partnership or association.
- (q) **Smoke Detector.** A device that detects the visible or invisible particles of combustion.
- (r) **Vermin.** Rats, mice, cockroaches or similar animals or insects that are ~~or tend to be injurious to health, known to be vectors of human pathogens.~~
- (s) **Workmanlike.** Work of such character so as to meet manufacturer's specifications, accepted national standards or recognized trade practices,

Commented [m2]: This is listed under Code Official.

Commented [KH3]: Mirrors Ch. 254

Commented [KH4]: Clarification

and to provide a durable result as intended to ensure public safety, health and welfare insofar as they are affected by building construction, use and occupancy.

(4) **Health Standards for Basic Facilities and Maintenance of Habitable Living Quarters.** No Person shall occupy or allow another Person to occupy any Dwelling or Dwelling Unit for the purpose of living or sleeping therein, which does not comply with the following requirements:

- (a) **Toilet and Lavatory.** Every Dwelling Unit shall contain a water flush toilet within a room which affords privacy to a Person in such room. Every Dwelling Unit shall contain a lavatory basin, preferably but not exclusively in the same room as the toilet. Such toilet and lavatory basins shall be connected and maintained in compliance with the ~~Village Municipality's~~ plumbing code.
- (b) **Bathing Facilities.** Every Dwelling Unit shall contain, within a room which affords privacy to a Person in such room, a bathtub or shower connected and maintained in compliance with the ~~Municipality's~~ Village plumbing code.
- ~~(c)~~ **Water Heating Facilities.** Every Dwelling Unit shall have water heating facilities supplied, which are properly installed, maintained in a safe and good working condition and are capable of heating water to a temperature so as to permit an adequate amount of water to be drawn at every required lavatory basin, bathtub, shower or sink at a temperature of not less than 110 degrees Fahrenheit.
- ~~(d)~~(c) **Egress.** Every Dwelling Unit shall have access to at least two accessible, unobstructed means of egress leading to a safe and open public street, alley or court.
- ~~(e)~~(d) **Heating Facilities.** Every Dwelling or Dwelling Unit shall be equipped with heating facilities which are properly installed, and maintained in a safe and good working condition and are capable of maintaining minimum temperatures of 68 degrees Fahrenheit in all rooms with an outside temperature of -10 degrees Fahrenheit.
- ~~(f)~~(e) **Electric Service.** Every outlet and fixture shall be properly installed and shall be maintained in a good and safe working condition, and shall be connected and maintained in compliance with the ~~Village Municipality's~~ Electric Code.
- (f) **Smoke Detectors.** Smoke Detectors shall be installed outside of each separate sleeping area in the immediate vicinity of the bedrooms and on each additional story of the Dwelling Unit, including Basements and Cellars excluding crawl spaces and unfinished attics.
- ~~(g)~~ ~~(g)~~ **Carbon Monoxide Detectors.** Carbon Monoxide detectors shall be installed on each story of the Dwelling Unit, including Basements and Cellars excluding crawl spaces and unfinished attics. The owner of a dwelling shall install a functional carbon monoxide detector in the basement of the dwelling and on each floor level except the attic, garage, or storage area of each dwelling unit. This paragraph does not apply to the owner of a

Commented [KH5]: We do not have evidence that lack of heated water is a human health hazard.

dwelling that has no attached garage, no fireplace, and no fuel-burning appliance.]

Commented [KH6]: Aligns with WISPS 101.647

- (h-7) **Extermination of Vermin.** Every Occupant of a Dwelling containing a single Dwelling Unit shall be responsible for the Extermination of any Vermin in or on the premises; and every Occupant of a Dwelling Unit in a Dwelling containing more than one Dwelling Unit shall be responsible for such Extermination within the unit occupied by them whenever their Dwelling Unit is the only one infested. Notwithstanding such provisions, whenever an infestation is caused by the failure of the Owner to maintain a Dwelling in a reasonably rodent-proof or insect-proof condition, Extermination shall be the responsibility of the Owner. Extermination of any infestation in an unoccupied Dwelling Unit shall be the responsibility of the Owner even though the condition may have been caused by a previous Occupant. All Extermination services shall be performed by a licensed exterminator. Effective Extermination shall continue until all Vermin are eliminated. The responsible person shall submit completed Extermination reports from the licensed exterminator to the appropriate Code Official upon request.
- (i8) **Hazardous Conditions.** Every Dwelling Unit shall be structurally sound and shall be free of conditions that constitute a Human Health Hazard, an Immediate Human Health Hazard to the health and safety of the Occupant(s) or which create an unreasonable risk of personal injury resulting from any reasonably foreseeable use of the Dwelling.
- (j9) **Discontinuance of Service.** No Owner or Occupant shall cause any service, facility, equipment or utility which is required under this Section to be removed or shut off from, or discontinued for, any occupied Dwelling which is let or occupied by such Person, except for such temporary interruption as may be necessary while actual repairs or alterations are in progress, or during a temporary emergency when discontinuance of service is approved by a Code Official.
- (5) **Enforcement.** Upon request of an Owner or Occupant, or upon receipt of a credible complaint, a Code Official shall inspect or cause to be inspected the Dwelling, Dwelling Unit or Exterior Premises which is the subject of the complaint or upon which there exists evidence of a violation of this Section. Such inspection shall be for the purpose of determining whether or not the condition of the Dwelling or Dwelling Unit complies with the standards set forth in this Section.
- (6) **Access to Property.** After presenting proper identification a Code Official shall be permitted to enter upon any property at any reasonable time for the purpose of making inspections to determine compliance with this Section and related ordinances. If denied access, the Code Official may acquire a special inspection warrant for such access, pursuant to Sec. 66.0119, Wis. Stats., as amended from time-to-time.
- (7) **Declaration of Dwelling as Human Health Hazard.** Notwithstanding any other provisions of this Section, if a Code Official determines that any Dwelling or Dwelling Unit is a Human Health Hazard or Immediate Human Health Hazard, the Code Official shall placard such Dwelling and within 24 hours thereafter serve

notice, ~~either~~ by registered mail, return receipt requested, ~~in addition or by personally served notice in the manner provided for in the State Statutes for service of process to such other notice as may be appropriate~~, to the Occupant and Owner that the Dwelling is unfit for human habitation and that it shall be vacated within a reasonable time as ordered by the Code Official. A Dwelling may be declared a Human Health Hazard or Immediate Human Health Hazard for any of, but not limited to, the following reasons:

Commented [KH7]: Allows us to personally serve

- (a) A Dwelling is so damaged, decayed, dilapidated, dangerous, unsanitary, unsafe or Vermin-infested that it creates a hazard to the health or safety of the Occupants or the public.
 - (b) A Dwelling lacks a potable water supply, a properly functioning public or private sanitary sewer system, or a functioning heating system adequate to protect the health and safety of the Occupants.
 - (c) A Dwelling, because of its condition, has been implicated as the potential source of a severe poisoning by a toxic substance including but not limited to lead-bearing paint.
- (8) **Workmanship.** All repairs, maintenance work, alterations or installations which are required directly or indirectly by the enforcement of this Section shall be executed and installed in a Workmanlike manner.
- (9) **Notice of Violation and Orders for Corrective Actions.** Whenever a Code Official determines that there has been a violation of this Section, notice shall be given to the property Owner, and Occupant as appropriate. Such notice shall:
- (a) Be in writing.
 - (b) Include a statement of the violation with reference to the applicable provision(s) of this Section.
 - (c) Include the correction(s) necessary to bring about compliance.
 - (d) Contain an order to correct said violation by a date certain.
- (10) **Service of Notice.** Each notice or order, other than as provided in Subsection (7), provided under this Section shall be deemed to be properly served if a copy thereof is:
- (a) Personally served in the manner provided for in the State Statutes for service of process or,
 - (b) Sent by U.S. first class mail, postage prepaid, addressed to the last known address or,
 - (c) Posted in a conspicuous place on or about the main entrance to the structure located at the last known address, where there is a structure.
- (11) **Appeal.** Any Person affected by any notice or order which has been issued in connection with the enforcement of any of the provisions of this Section may request in writing a review by the Health Officer or other Code Official issuing such notice or order. Such request shall be submitted before the date for the violation is to be corrected. Subsequent appeal shall be pursuant to the Administrative Review section of this Code or Chapter 68 of the Wisconsin Statutes.
- (12) **Noncompliance with Order.**
- (a) **Citation.** A citation for any violation of this Section may be issued by the Police, Sheriff's Department or by an appropriate Code Official.

(b) **Abatement of Human Health Hazards/Emergency Action.** In extreme cases where a violation poses an Immediate Human Health Hazard as determined by the Health Officer or other implicated Code Official, or in the case of a second violation of the same section by the same Person within one year of a previous violation, the Health Officer or Code Official may immediately commence the actions authorized by this Chapter, or any other statutory or ordinance authority, to abate or removed the hazard.

~~(13) **Reinspection Fees.** To compensate for inspection and administrative costs related to the enforcement of this Section, an escalating fee established by the Board of Health may be charged for any reinspection following the initial inspection which resulted in an order for corrective action. There shall be no reinspection fee for a final inspection indicating compliance or for a reinspection occurring during the period of an approved time extension granted for good cause and involving a good faith effort on the part of the property Owner to comply with the order. In accordance with Section 66.0627, Wis. Stats., reinspection fees that are not paid by or on behalf of the property Owner within thirty (30) days of mailing of an invoice to the property Owner of record shall be charged and collected via the property tax bill as a special charge against the property upon which the reinspections were made. If collection via the tax bill is necessitated, there shall also be a One Hundred (\$100.00) Dollar administrative charge added to the fee and special charge to cover the administrative costs incurred by the Village.~~

~~(14) **Fees.** All fees associated with any provision of this Section shall be established as part of the annual budget process or by resolution of the Village/Town Board from time to time. A current fee schedule itemizing all fees required by this Section shall be maintained at the Central Racine County Health Department during normal business hours.~~

~~(15)(13) **Penalties.** Any Person who violates any provision of this Section shall upon conviction be subjected to a forfeiture of not less than \$300.00 or more than \$1000.00 for each violation, and in addition, shall pay the costs and expenses of prosecution. Each day such violation continues shall be considered a separate offense.~~

Commented [KH8]: We have never used this section. We would defer to state statute for the recovery of expenses.

C. **Lodging, Recreation And Food Protection.**

(1) **Purpose and General Provisions.** The purpose of this Section is to preserve and promote the public health of the Village/Town residents. The Health Department is granted agent status under Sections ~~Chapters~~ Sections 97.41 and 463.16 ~~254.69 and 97.41~~, Wis. Stats., and accordingly provides all licenses and inspections for retail food establishments, restaurants, public swimming pools, and water attractions, tattoo and body piercing establishments, recreational and educational camps, campgrounds, hotels, motels, tourist rooming houses, bed and breakfast establishments and food vending operations in accordance with the applicable Wisconsin Statutes and/or Administrative Code Chapter.

(2) **Authority.** This Section is adopted pursuant to the authority granted by Chapters 251, 252, 254, ~~463.16~~ and Sections 97.41 and 463.16 of the Wisconsin Statutes,

Commented [KH9]: New food safety and recreational license section.

Commented [KH10]: Tattoo and body piercing

as amended from time-to-time, which regulations are hereby adopted, and incorporated by reference as though fully set forth herein. The Health Officer, or his or her designee, shall have the power to enforce the regulations of this Section, including by the issuance of citations.

(3) **Adoption of State Code; Applications, Permits, and Licenses Required.**

Except as otherwise provided in this Section and pursuant to the authority granted by Wisconsin Statutes Chapters 251, 252, 254 and Sections 66.0417 and 97.41, the Village adopts Wisconsin Administrative Code Chapters ~~ATCP 75, COMM 90, SPS 390, DHS 172, SPS 221, ATCP 76, DHS 175, ATCP 78, DHS 178, ATCP 79, DHS 192, DHS 195, ATCP 72, DHS 196, DHS 197, ATCP 73 and DHS 198,~~ as amended from time-to-time, which are incorporated by reference as though fully set forth herein. All applications, permits and licenses required by such regulations are required by the Village/Town/Municipality and shall be processed in accordance with the applicable Statute or Code Section.

Commented [m11]: New food safety and recreational license section.

(4) **Definitions.** The following definitions shall apply in the interpretation and enforcement of this Section, unless a different meaning is plainly intended:

(a) **Body Piercer.** Means a person who performs body piercing on another person at that person's request.

(b) **Food Establishment.** An operation that stores, prepares, serves, vends, sells or otherwise provides food for human consumption. The term "Food Establishment" includes a "restaurant" as defined in ~~Chapter Section 97.01 Section 254.61(5), Wis. Stats.;~~ a "retail food establishment" as defined in Section 97.30, Wis. Stats.; and a "temporary restaurant" as defined in Section 254.61(5m), Wis. Stats. ~~In addition, the term "Food Establishment" shall also include taverns, soda fountains and non-alcoholic bars where beverages are dispensed into re-usable or other containers.~~

Commented [m12]: New food safety and recreational license section.

(c) **Tattooist.** Means a person who tattoos another person at that person's request.

Commented [KH13]: Not in Ch. 97 so we would exempt these facilities too.

~~(e) **Youth Sports Concession Stand.** A concession stand at a locally sponsored sporting event, such as a little league game. In this paragraph, "concession stand" means a food stand that serves food and is operated exclusively for the benefit of a participating youth sports team or program or the governing youth sports organization, and "locally sponsored sporting event" means a competitive game, taking place inside or outside, specifically for youth, that is organized or sponsored by one or more local business, governmental or other civic organization, or by parents of the youth, including a school sponsored interscholastic sports competition.~~

Commented [m14]: Not in Ch. 97 so we would exempt these facilities too.

~~(6) **Sanitation Permit.** Any permanent Food Establishment located within the jurisdiction of the Village/Town which does not require a permit under Wisconsin Administrative Code Chapter DHS 196 or ATCP 75 shall be required to obtain a sanitation permit from the Health Department and comply with the provisions of Wisconsin Administrative Code Chapters DHS 196 and ATCP 75 as they relate to the safe handling of food.~~

Commented [m15]: Not in Ch. 97 so we would exempt these facilities too.

~~(7) **Youth Sports Concession Stand.** All Youth Sports Concession Stands serving food for eleven (11) or more days per year shall be required to obtain a permit from the Health Department and comply with the provisions of Wisconsin~~

~~Administrative Code Chapters DHS 196 and ATCP 75 as they relate to the safe handling of food. Youth Sports Concession Stands only serving commercially packaged non-perishable food and/or beverages shall not be required to obtain a permit.~~

Commented [KH16]: Not in Ch. 97 so we would exempt these facilities too.

- (8)(5) **Mobile Food Establishments.** A valid Food Establishment permit issued by the State of Wisconsin or any other competent Health Department for any mobile restaurant or mobile retail Food Establishment which chooses to operate within the jurisdiction of the ~~Village/Town~~ Central Racine County Health Department will be honored by the ~~Central Racine County Health Department~~ Village/Town. The mobile Food Establishment will be required to be inspected by the health department and to satisfy the relevant provisions of Wisconsin Administrative Code Chapter ~~DHS 196 and ATCP 75~~. In addition, the mobile food establishment shall pay an inspection fee for this inspection.
- (9) **Body Piercers and Tattooists.** All body piercers and tattooists shall annually complete a bloodborne pathogen training course that is approved by the Health Department. Any tattoo or body piercing establishment allowing a tattooist or body piercer to practice in the establishment without proof of bloodborne pathogen training will be assessed a fee. This fee shall be established by Board of Health as part of the annual budget process.
- (6)
- (7) **Application; Permit.** Any license or permit required under this Section shall make application on a form provided by the Health Department. The Health Department shall determine the contents of the application and may use a form provided by the State. Applications for permits shall be submitted to the Health Department along with the appropriate fee. Applications will be reviewed for compliance with this Section. Permits and licenses issued hereunder shall be conspicuously displayed on the premises of the establishment.
- (8g) **Inspection by Department.** Authorized employees of the Department, upon presenting proper identification, shall have the authority to perform inspections prior to issuance of any permit or license and from time-to-time of any establishment for compliance with this Code, including the state laws incorporated in this Code by reference.
- (9h) **Fees.** All fees associated with the operation of any establishment governed by this Section shall be established as part of the annual budget process or by resolution of the ~~Board of Health~~ from time to time. ~~A current fee schedule itemizing all fees required by this Section shall be maintained at the Health Department for inspection during normal business hours.~~
- (10i) **Penalties.** Any Person who violates any provision of this Section shall upon conviction be subjected to a forfeiture of not less than \$300.00 or more than \$1000.00 for each violation, and in addition, shall pay the costs and expenses of prosecution. Each day such violation continues shall be considered a separate offense.
- (11j) **Appeal.** Any person aggrieved by any temporary order issued by the Health Officer pursuant to Sec. 66.0417(2)(a), Wis. Stats., shall be granted a hearing before the ~~Village/Town Board~~ Board of Health in accordance with the provisions of such Section. Appeal from any order, notice or determination made by the Health Officer other than one controlled by Sec. 66.0417 shall be to the

~~Village/Town Board~~Board of Health pursuant to the applicable ordinance or Chapter 68 of the Wisconsin Statutes in the absence of an administrative review ordinance. The ~~Village/Town Board~~Board of Health may affirm, set aside, or modify the subject order by majority vote. The ~~Village/Town Board's~~Board of Health's decision shall be final but may be appealed to the Racine County Circuit Court.

D. Rabies Control.

- (1) **Purpose and General Provisions.** The purpose of this Section is to preserve and promote the public health of the residents. Pursuant to Section 254.51, Wis. Stats., the Health Department shall establish measures for the prevention, surveillance and control of human disease that is associated with animal-borne disease transmission.
- (2) **Authority.** This Section is adopted pursuant to the authority granted by Chapters 250, 251, and 254 of the Wisconsin Statutes. The ~~Village/Town Chief of Police or representative of the Sheriff's Department~~Law Enforcement Officer, Humane Officer, Health Officer or their designees shall have the power to enforce the regulations of this Section, including by the issuance of one or more citations, as warranted.
- (3) **Adoption of Wisconsin State Statute.** In addition to the provisions of this Section and pursuant to the authority granted by Chapters 250, 251 and 254 of the Wisconsin Statutes, the ~~Village/Town~~Municipality adopts Section 95.21, Wis. Stats., which is incorporated by reference as though set forth herein. To the extent any provision conflicts with another provision in this Section, the more restrictive provision applies.
- (4) **Definitions.** The following definitions shall apply in the interpretation and enforcement of this Section, unless a different meaning is plainly intended:
 - (a) **Bite.** To seize with teeth or jaws, so as to enter, wound, or pierce the skin.
 - (b) **Cat.** Any member of the species felis catus (the domestic cat).
 - (c) **Code Officer.** The ~~Village/Town~~Municipality's ~~Law e~~Law Enforcement ~~o~~fficer ~~Chief of Police or representative of the Sheriff's Department,~~ Humane Officer, Health Officer or their designees.
 - (d) **Dog.** Any member of the species canis familiaris (the domestic dog).
 - (e) **Ferret.** Any member of the species mustela putorius (the domestic ferret).
- (5) **Rabies Vaccination Required for Dogs, ~~Cats and Ferrets.~~** The owner of a Dog, ~~Cat or Ferret~~ shall have the animal vaccinated against rabies. ~~Cats and Ferrets shall meet the requirements for Dogs in Sections 95.21(2) and 95.21(3), Wis. Stats.~~An owner who fails to obtain a rabies vaccination for a Dog, ~~Cat or Ferret~~ shall be subject to a forfeiture of not less than \$50 and not more than \$100, plus the costs of prosecution.
- (6) **Duty to Report Bite.** Any person having knowledge or reason to believe that any Dog, Cat or Ferret has bitten a person, shall immediately report, so far as is known, the name and address of the owner of the animal and circumstances of such Bite. Such report shall be made to the Village/Town Police Department or Sheriff's Department.

Commented [KH17]: Rabies vaccination of cats and ferrets is not required by Ch. 95. It will be too difficult to require all the cats on a farm to be vaccinated.

- (7) **Quarantine.** Any Dog, Cat or Ferret within the ~~Village/Town~~Municipality which is believed to have bitten a person, to have been infected with rabies, or to have been in contact with a rabid animal shall be subject to the quarantine requirements and procedures set forth in Sec. 95.21, Wis. Stats. If the Code Official, Chief of Police, the Health Officer, or the Humane Officer determines that a Dog, Cat, Ferret or other domestically-owned animal found in the ~~Village-Municipality~~ has rabies, the ~~Village President or Town Chairman~~Health Officer may order a district quarantine, as provided by § 95.21(3).
- (8) **Noncompliance with Quarantine Order.** If after a Dog, Cat or Ferret Bites a person, the animal's owner fails to quarantine the animal and/or fails to have the animal examined by a licensed veterinarian, the animal may be seized by the Code Official, Health Officer, Police Officer, Deputy Sheriff, Humane Officer or their designees and held at a designated facility until the quarantine time expires. The owner or custodian of the animal shall pay all applicable fees associated with the quarantine, veterinarian's examinations, vaccination and license prior to releasing the animal from the quarantine facility.
- (9) **Appeal.** Any person affected by any notice or order which has been issued in connection with the enforcement of any of the provisions of this Section may request in writing a review by the Health Officer or other Code Official issuing such notice or order. Such request shall be submitted before the date for the violation is to be corrected. Subsequent appeal shall be to the Village/Town Board pursuant to the applicable ordinance or Chapter 68 of the Wisconsin Statutes in the absence of an administrative review ordinance.
- (10) **Penalties.** Except as otherwise provided herein, any person who violates any provision of this Section shall upon conviction be subjected to a forfeiture of not less than \$3+00.00 or more than \$1000.00 for each violation, and in addition, shall pay the costs and expenses of prosecution. Each day such violation continues shall be considered a separate offense.”