



**AGENDA  
COMMON COUNCIL MEETING**

**Tuesday, January 3, 2017**

**To immediately follow the 6:30 p.m. Committee of the Whole meeting  
Council Chambers, 224 East Jefferson Street**

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

Student Representatives  
Gabriel King, Burlington High School  
Ryan Werner, Burlington High School

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 December 20, 2016 (*T. Preusker*) .....pg. 3
6. Letters and Communications - None
7. Reports by Aldermanic Representatives and Department Heads
8. Reports 1-3 (*T. Bauman*) .....pg. 9
9. Payment of Vouchers (*J. Ekes*) .....pg. 14
10. Licenses and Permits (*E. Johnson*) ..... pg. 25
11. Appointments and Nominations: (*B. Grandi*) ..... pg. 26
  - A. Election Inspector – Barbara J. Karl – term expires 12/31/2017
  - B. Housing Authority – John Smith to replace Charles Stublely – term expires 05/01/2018
  - C. Park Board – Lisa Wasik to replace Jill Stobbon – term expires 05/01/2017

**12. PUBLIC HEARINGS:** *(R. Dawidziak)*

- A. A Public Hearing to hear comments and concerns from the public regarding a text amendment to amend Chapter 265-3A, “Refuse Disposal” of the Code of the City of Burlington.....pg. 27

**13. RESOLUTIONS:**

- A. **Resolution 4811(30)** – to consider approving an Engagement Letter with Patrick Romenesko, SC for the 2016 Annual Audit. This item was discussed at the December 20, 2016 Committee of the Whole meeting. *(T. Vos)*..... pg. 29
- B. **Resolution 4812(31)** – to consider approving a contract extension for a term of four years with John’s Disposal for refuse and recycling services. This item was discussed at the December 20, 2016 Committee of the Whole meeting. *(J. Schultz)*..... pg. 37

**14. ORDINANCES:**

- A. **Ordinance 2014(10)** – to consider amending Chapter 315-27, “B-2 Central Business District” in the Municipal Code creating trash dumpster and garbage receptacle requirements. This item was discussed at the December 20, 2016 Committee of the Whole meeting. *(T. Preusker)* ..... pg. 60
- B. **Ordinance 2015(11)** – to consider amending Chapter 265-3(A), “Refuse Disposal” of the Municipal Code defining residential units within a commercial development. This item was discussed at the December 20, 2016 Committee of the Whole meeting. *(T. Bauman)* ..... pg. 63
- C. **Ordinance 2016(12)** – to consider amending the Racine County Multi-Jurisdictional Comprehensive Plan for 672 W. State Street. This item was discussed at the December 20, 2016 Committee of the Whole meeting. *(J. Ekes)*..... pg. 65

**15. MOTIONS:** There are none

**16. ADJOURN INTO CLOSED SESSION** *(E. Johnson)*

*Wis. Stats 19.85(1)(e)*, Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session.

- *Burlington Community Pool*

**17. RECONVENE INTO OPEN SESSION** *(B. Grandi)*

- 1. Consideration and possible action on recommendations on matters discussed in Closed Session by the City Council.

**18. ADJOURNMENT** *(R. Dawidziak)*

*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**

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**DATE:** January 3, 2017

**SUBJECT:** December 20, 2016 Common Council Minutes

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

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**BACKGROUND/HISTORY:**

The attached minutes are from the December 20, 2016 Common Council meeting.

**BUDGET/FISCAL IMPACT:**

N/A

**RECOMMENDATION:**

Staff recommends approval of the attached minutes from the December 20, 2016 Common Council meeting.

**TIMING/IMPLEMENTATION:**

This item is scheduled for consideration at the January 3, 2017 Common Council meeting.

**ATTACHMENTS:**

Common Council Minutes



**CITY OF BURLINGTON**  
**Minutes of the Common Council**  
**Jeannie Hefty, Mayor**  
**Diahnn C. Halbach, City Clerk**  
**Tuesday, December 20, 2016**

**1. Call To Order – Roll Call**

Mayor Jeannie Hefty called the meeting to order at 7:05 p.m. starting with roll call. Aldermen present: John Ekes, Ed Johnson, Bob Grandi, Ruth Dawidziak, Jon Schultz, Tom Preusker and Todd Bauman. Absent: Tom Vos

Also present: City Administrator Carina Walters, Finance Director Steve DeQuaker, Director of Administrative Services Megan Watkins, City Attorney John Bjelajac, Police Chief Mark Anderson, Fire Chief Alan Babe, DPW Director James Bergles, Building Inspector Gregory Guidry, and Tom Foht and Gregory Governatori of Kapur & Associates.

Student Representatives - Present: Gabriel King, Ryan Werner. Excused: None

**2. Pledge of Allegiance**

**3. Citizen Comments**

There were none.

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

There were none.

**5. Approval of the December 6, 2016 Common Council Minutes**

A motion was made by Alderman Johnson with a second by Alderman Preusker to approve the amended Council Minutes from December 6, 2016. With all in favor, the motion to approve the minutes was carried.

**6. Letters and Communications**

There were none.

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

Jim Bergles updated everyone on snow removal and associated costs. Bergles also informed everyone that garbage pickup will continue as normal throughout the holidays.

Alderman Ekes inquired about cars parked on the street during winter restricted parking and wanted to know at what point are vehicles ticketed and towed. Bergles replied that owners are given a

notice first and then, if necessary, ticketed. Chief Anderson also commented that on the first night of restricted parking, officers knocked on homeowners doors to ask them to move their vehicles if parked on street. The next night vehicles were ticketed, but rarely ever towed. Alderman Bauman felt that all vehicles should be towed if left on the street during restricted parking. Alderman Dawidziak complimented the DPW on the downtown cleanup and said she received much positive feedback from residents.

Aldermen Grandi, Schultz, and Ekes all complimented those involved with the first annual ice sculpting festival. Everyone agreed it was a huge success and brought many people to the downtown area all weekend.

Building Inspector Gregory Guidry stated that he is in the process of gathering information on downtown food trucks and would appreciate input from others. Guidry also stated that he has been working on locating wells and septic tanks at the airport, as well as working with older businesses and emergency exits.

**8. Reports 1-3**

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

**9. Payment of Vouchers**

A motion was made by Alderman Preusker with a second by Alderman Dawidziak to approve vouchers, pre-pays and reimbursements in the amount of \$294,927.40.

Roll Call Aye: Ekes, Johnson, Grandi, Dawidziak, Schultz, Bauman and Preusker. Nay: None. Motion carried 7-0.

**10. Licenses and Permits**

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

**11. Appointments and Nominations**

There were none

**12. Public Hearings**

A. At 7:19 p.m., Mayor Hefty declared a public hearing open to hear comments and concerns from the public regarding a request to amend the Racine County Multi-Jurisdictional Comprehensive Plan for property located at 672 W. State Street.

There were no comments. A motion was made by Alderman Ekes with a second by Alderman Bauman to close the hearing. With all in favor, Mayor Hefty closed the public hearing 7:20 p.m.

B. At 7:21p.m., Mayor Hefty declared a public hearing open to hear comments and concerns from the public regarding a request to approve a text amendment to Ch. 315-27, "Garbage", in the B-2 District.

There were no comments. A motion was made by Alderman Johnson with a second by Alderman Ekes to close the hearing. With all in favor, Mayor Hefty closed the public hearing 7:21 p.m.

**13. Resolutions**

There were none

**14. Ordinances**

- A. Ordinance 2009(5)** – to consider amending Chapter 57, “Officers and Employees” in the Municipal Code.

A motion was made by Alderman Grandi with a second by Alderman Johnson to approve Ordinance 2009(5) as presented. With all in favor, the motion carried 7-0

- B. Ordinance 2010(6)** – to consider repealing and recreating Chapter 315-51, “Fences” in the Municipal Code.

A motion was made by Alderman Dawidziak with a second by Alderman Grandi to approve Ordinance 2010(6) as presented. With all in favor, the motion carried 7-0

- C. Ordinance 2011(7)** – to consider repealing Chapter 142-2, “Electrical License” in the Municipal Code of the City of Burlington in its entirety.

A motion was made by Alderman Bauman with a second by Alderman Ekes to approve Ordinance 2011(7) as presented. With all in favor, the motion carried 7-0

- D. Ordinance 2012(8)** – to consider amending Chapter 243, “Plumbing” in the Municipal Code to amend references to State of Wisconsin agencies and codes.

A motion was made by Alderman Schultz with a second by Alderman Johnson to approve Ordinance 2012(8) as presented. With all in favor, the motion carried 7-0

- E. Ordinance 2013(9)** – to consider amending Chapter 115, “Building Construction” in the Municipal Code to amend references to State of Wisconsin agencies and codes.

A motion was made by Alderman Preusker with a second by Alderman Grandi to approve Ordinance 2013(9) as presented. With all in favor, the motion carried 7-0

**15. Motions**

- A. Motion 16-856** – to consider approving a Maintenance and Operations Plan and construction documents for the Burlington Community Pool.

A motion was made by Alderman Bauman with a second by Alderman Grandi to approve Motion 16-856 as presented.

Roll Call Aye: Ekes, Johnson, Grandi, Dawidziak, Schultz, Preusker, and Bauman. Nay: None. Motion carried 7-0

**16. Adjourn Into Closed Session**

*Wis. Stats 19.85(1)(e), Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session.*

- *Joint Government Center*

A motion was made by Alderman Bauman with a second by Alderman Grandi to adjourn into closed session.

Roll Call Aye: Johnson, Grandi, Dawidziak, Vos, Schultz, Bauman and Preusker. Nay: None. Motion carried 7-0. Meeting adjourned into Closed Session at 7:47 p.m.

**17. Reconvene Into Open Session**

A motion was made by Alderman Ekes with a second by Alderman Bauman to reconvene into open session. With all in favor, the meeting reconvened into open session at 9:25 p.m.

**18. Adjourn**

A motion was made by Alderman Dawidziak with a second by Alderman Preusker to adjourn the meeting. With all in favor, the meeting adjourned at 9:26 p.m.

Meeting Minutes Respectfully Submitted by:

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Diahnn C. Halbach  
City Clerk  
City of Burlington



**COMMON COUNCIL**

**ITEM NUMBER: 8**

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**DATE:** January 3, 2017

**SUBJECT:** Reports 1-3

**SUBMITTED BY:** City Staff

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**BACKGROUND/HISTORY:**

Attached please find the following reports:

Park Board Meeting Minutes – 11/17/2016

Library Board Meeting Minutes – 11/22/2016

Committee of the Whole Meeting Minutes – 12/20/2016

**BUDGET/FISCAL IMPACT:**

N/A

**RECOMMENDATION**

Staff recommends that the Council approve submitted reports.

**TIMING/IMPLEMENTATION:**

This item is scheduled for consideration at the January 3, 2017 Common Council meeting.

**ATTACHMENTS:**

Meeting Minutes



## CITY OF BURLINGTON

### Department of Public Works

Street & Park and Water Departments  
2200 S. Pine Street, Burlington, WI 53105  
(262) 539 -3770 / (262) 539-3773  
www.burlington-wi.gov

## CITY OF BURLINGTON PARK BOARD MINUTES THURSDAY NOVEMBER 17, 2016 6:30PM 2200 S. Pine Street, Burlington, WI 53105

Chairman Darrel Eisenhardt, Commissioners Jennifer Amborn, Clay Brandt, Lori Hintz, Jeff Schopp, Ald. Ruth Dawidziak, Jim Bergles, Director of Public Works

**Chairman Darrel Eisenhardt called the meeting to order at 6:30 P.M.**

**Roll Call: Present:** Commissioners Jennifer Amborn, Clay Brandt, Jeff Schopp, Jim Bergles, Director of Public Works and Chairman Darrel Eisenhardt. **Excused:** Lori Hintz and Ald. Ruth Dawidziak.

**Introduction of new student representative Alexis Meyers:** Chairman Eisenhardt introduced Alexis Meyers, the new student representative and welcomed her to the Park Board. Ms. Meyers stated she is a freshman in high school and wanted to get involved in the community, which is why she volunteered for the Park Board.

**Approval of October 19, 2016 Park Board Minutes:** Chairman Eisenhardt entertained a motion for approval of the October 19, 2016 Park Board Minutes. Motion to approve made by Commissioner Amborn. Seconded by Commissioner Brandt. All voted aye, motion carried.

**Citizens Comments:** None

**Aldermanic Report: Ruth Dawidziak:** None

**DPW Report: Jim Bergles, Director of Public Works:** Jim Bergles, Director of Public Works reported the signs were put up in the Parks stating that animals were not allowed in the Parks.

Mr. Bergles received a few calls from residents who were not happy, but as Mr. Bergles explained, the ordinance has been in effect for years, it's just there have not been signs put up since the old ones wore out. There were far more complaints on dogs being in the Parks, and not cleaning up after their pets.

An Alderman had contacted Chairman Eisenhardt, regarding the possibility of allowing dogs on some trails within the Parks. Chairman Eisenhardt asked this item be put on the January 2017 Park Board Agenda.

Mr. Bergles reported the DPW crews were using a new leaf machine this week and it was working really well. Echo Park took five hours less to complete than normal because of the machine, and it also worked exceptionally well at the Cemetery.

Mr. Bergles also reported that additional trees will be cut throughout the winter, and DPW crews are currently picking up leaves.

**New Business:**

**Financial Report:** The Financial Report was presented by Jim Bergles, Director of Public Works.

**Old Business:**

**Review Comp Plan:** After reviewing the costs for prefabricated bathrooms for Congress Field, Mr. Bergles stated it would be less expensive to have it bid out from start to finish and have local contractors build it. Also included in the quote requests could be the upgrades needed at Hintz Sports Complex. Mr. Bergles will have the necessary paperwork drawn up and published in the paper for bids some time prior to the January 2017 Park Board meeting.

**Other Items:** Seth Wilson, Boy Scout was in attendance and Chairman Eisenhardt presented him with an award from the Park Board for the completion of his project at McCanna Park. Seth completed the wood replacement on the bridge at McCanna Park. All Park Board members were very impressed with the wonderful job and thanked him for the outstanding job he had done, adding the bridge will be enjoyed by the community for many years to come.

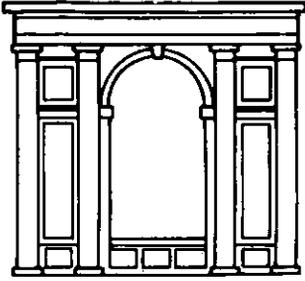
Chairman Eisenhardt reported the ending balance of BB2000 is \$1666.98.

Chairman Eisenhardt stated there will be no Park Board meeting in December. The January Park Board meeting date conflicts with the Chamber Dinner. Deb Rintamaki will check dates best available and notify the Park Board members when the January Park Board meeting will be.

**There being no further items for discussion, Chairman Eisenhardt entertained a motion to adjourn. Motion to adjourn made by Commissioner Brandt. Seconded by Commissioner Schopp. All voted aye and Chairman Eisenhardt adjourned the meeting at 7:02 P.M.**

**Minutes Respectfully submitted by:**

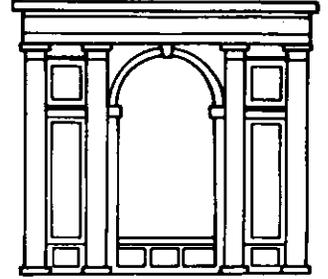
**Deb Rintamaki  
Department of Public Works**



# Burlington Public Library

166 East Jefferson Street • Burlington, Wisconsin 53105 • (414) 763-7623

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## Minutes of the Burlington Public Library Board of Trustees

The Burlington Public Library Board of Trustees met on Tuesday, November 22, 2016 in the Burlington Public Library Meeting Room. Present were Pat Hoffman, Ed Johnson, Lori Haas, Peter Smet, Bridget Savaglia, Mike Kelly, and Megan Barker. Excused was Ellen Blair. Also present were Administrative Assistant Linda Berndt and Automation System Administrator/Interim Director Tammy McCarthy.

Hoffman called the meeting to order at 4:31.

Minutes of the October 25, 2016 meeting were approved. Haas moved approval, and Smet seconded. Motion passed.

The November 2016 General Fund Bills, Prepaids, Reimbursements, and October General Fund Deposits were discussed and approved. Johnson moved approval and Haas seconded. Motion passed.

Smet moved and Johnson seconded the motion to approve the October 2016 Trust Deposits and November 2016 Trust Fund Bills. Motion passed.

### Committee Reports:

**Federated Library Report:** Savaglia reported that Lakeshores has \$8,000 left in their 2016 Budget and would like to use the funds to purchase a marketing tool to collect data from taxpayers who are not using the library. Information is gathered from Reference USA and credit card information on buying habits.

Arrowhead Library System has requested information on joining the Lakeshores SHARE ILS as well as other surrounding library system's ILS. Arrowhead is made up of 7 libraries, the two largest libraries are Janesville and Beloit.

### Old Business:

**Joint building feasibility study update:** All parties have been invited to a Joint Building Committee meeting on Monday, November 28<sup>th</sup> at 6:30 pm at the Burlington High School Library. BASD, City Council, Racine County reps and the Library Board will be given a presentation from PSG & Bray Architects on the study progress, the process used and next steps. The first part of the meeting will be open to the public and press. The second part of the meeting will be in closed session to discuss the costs and location possibilities.

**New Director Search:** The Board has received 14 resumes. The committee is working on questions for the applicants and will choose 3 top candidates. The closing date is December 12, 2016.

Holiday Closing Dates: McCarthy presented a handout with closing dates for 2017. There were questions at the October meeting about the New Year's closing dates. McCarthy followed the city holiday closing dates as was done in 2016. Johnson moved and Smet seconded the motion to adopt the calendar of closed dates. Motion passed.

January 2

May 29

July 4

September 4

November 23

December 22, 23, 24 and 25

December 30, 31 and January 1

City Council will be presented with the Employee Compensation study on Tuesday, December 6<sup>th</sup>. McCarthy and Haas will attend the meeting and report to the Library Board in December.

New Business:

Trustee Dinner recap: Savaglia, who was the only board member who attended the dinner reported on the presentation.

Strategic planning: Barker sat in on four Trustee Training seminars that were offered on-line in August. One of the seminars suggested updating our strategic plan for the Library. Ideas included completing a needs assessment, going out in to the community with a survey, and determining what the community needs from the Library. This will be a topic for our new director to pursue.

Zinio Demo/list of magazines available: McCarthy demonstrated how to access Zinio online magazines. Starting at the Burlington Library Website, going to the Resources tab, then to the Zinio link. The first step is setting up an account using your Library card and email. Once your account is setup you can check out any number of magazines and go back and read them anytime, they will remain in your account until you delete them. Another feature of the software is printing from the browser. Lakeshores is taking suggestions on magazine titles for the upcoming renewal.

Directors Report:

McCarthy reported that Culvers Night will be December 20<sup>th</sup> from 5:00 - 8:00.

The Library will be open until 8:00 p.m. on December 2<sup>nd</sup> during the Christmas Parade. Jen will have a craft for kids to do. Many people stopped in last year to warm up and use our bathrooms.

A thank you note from Falk was shared with the Library Board.

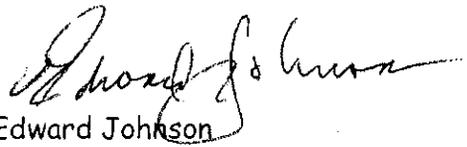
The Library Board Meeting start time has changed to 4:30 to make it is easier for members to attend.

Public Communications to the Board: There were none at this time.

Meeting was adjourned at 5:32 p.m. Johnson moved and Haas seconded. Motion passed.

Our next meeting will be on Tuesday, December 20<sup>th</sup> at 4:30 p.m. in the basement meeting room at the Burlington Public Library.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Edward Johnson".

Edward Johnson  
Aldermanic Representative



**COMMON COUNCIL**

**ITEM NUMBER: 9**

**DATE:** January 3, 2017

**SUBJECT:** Prepaid and Vouchers

**SUBMITTED BY:** Steve DeQuaker, City Treasurer

**BACKGROUND/HISTORY:**

Attached please find the Prepaid and Voucher list for bills accrued through January 3, 2017:

Total Prepaid:	\$103,031.54
Total Vouchers:	\$124,802.41
Total Reimbursements:	\$577.16
<b>Grand Total:</b>	<b><u><u>\$228,411.11</u></u></b>

**BUDGET/FISCAL IMPACT:**

5 Largest Disbursements on the Prepaid and Voucher List:

1. \$ 24,386.79 Ascent Aviation Group, Inc. – 100LL Aviation Gasoline
2. \$ 21,000.00 Ehlers & Associates, Inc. – 2016 Financial Management Plan Advisor Fee
3. \$ 18,919.45 We Energies – 10/28/16 to 11/30/16 Street Lights
4. \$ 14,062.52 Ascent Aviation Group, Inc. – Jet A
5. \$ 13,634.14 Compass Minerals – Bulk Highway Coarse W/YPS

**RECOMMENDATION:**

Staff recommends that the Common Council accept and approve these Prepaid and Vouchers in the amount of \$228,411.11.

**TIMING/IMPLEMENTATION:**

This item is scheduled for consideration at the January 3, 2017 Common Council meeting.

**ATTACHMENTS:**

Detail listing of Prepaid and Vouchers.

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
<b>100444411000</b>						
100-444411-000 COURT FINES & COSTS	RACINE COUNTY TREASURER	Racine Co Jail Assessment	2016NOV	12/12/2016	830.00	12/16/2016
100-444411-000 COURT FINES & COSTS	RACINE COUNTY TREASURER	Racine Co Surcharge	2016NOV	12/12/2016	222.60	12/16/2016
100-444411-000 COURT FINES & COSTS	ST OF WISC CONTROLLER'S O	ST OF WI CONTROLLER OFFICE NOV	2016NOV	12/12/2016	3,263.70	12/16/2016
Total 100444411000:					4,316.30	
<b>100454521001</b>						
100-454521-001 BOND FEES	Town of Burlington Clerk of Court	Gardner, Kristen; Case: 16-4150	16-4150	12/13/2016	184.20	12/16/2016
Total 100454521001:					184.20	
<b>100484847000</b>						
100-484847-000 Developer Reimbursement	LOVRINE, NICHOLAS A	Plan Commission - refund of deposit	1.054028	12/12/2016	282.50	12/16/2016
100-484847-000 Developer Reimbursement	FREEBURN, LAURA	Plan Commission - refund of deposit	1.053255	09/19/2016	255.25	12/16/2016
100-484847-000 Developer Reimbursement	PINNACLE CONSTRUCTION OF	Plan Commission - refund of deposit	1.053568	10/19/2016	282.50	12/16/2016
Total 100484847000:					820.25	
<b>100515111265</b>						
100-515111-265 Festival/Fireworks/Block Party	DEQUAKER, STEVE	Prize Money for the Burlington Ice Festival	120716	12/07/2016	300.00	12/16/2016
100-515111-265 Festival/Fireworks/Block Party	ARTIC GLACIER	Payment for Ice Blocks for Ice Festival	120816	12/08/2016	1,815.00	12/16/2016
Total 100515111265:					2,115.00	
<b>100515121310</b>						
100-515121-310 MUNI COURT - OFFICE SUP	DINERS CLUB COMMERCIAL	Walmart (split)	5815 11/16	11/28/2016	17.95	12/16/2016
Total 100515121310:					17.95	
<b>100515132225</b>						
100-515132-225 ADMIN - TELEPHONE	AT & T	262 763-3747 163 6 (split)	26276334741216	12/04/2016	18.57	12/16/2016
Total 100515132225:					18.57	
<b>100515132298</b>						
100-515132-298 ADMIN - CONTRACT SERVI	E-vergent.com, LLC	BUS WIRELESS MONTHLY ACCT 1610	1610-78	12/07/2016	300.00	12/16/2016
Total 100515132298:					300.00	
<b>100515132310</b>						
100-515132-310 ADMIN - OFF SUPP-POSTA	DINERS CLUB COMMERCIAL	CTC* Constant Contract (ongoing)	5799 11/16	11/28/2016	5.00	12/16/2016
100-515132-310 ADMIN - OFF SUPP-POSTA	DINERS CLUB COMMERCIAL	Adobe Acrobat Pro DC	5799 11/16	11/28/2016	189.05	12/16/2016
Total 100515132310:					194.05	
<b>100515132399</b>						
100-515132-399 ADMIN - SUNDRY EXPENSE	DINERS CLUB COMMERCIAL	Walmart (split)	5815 11/16	11/28/2016	46.23	12/16/2016
100-515132-399 ADMIN - SUNDRY EXPENSE	DINERS CLUB COMMERCIAL	Charcoal Grill	6992 11/16	11/28/2016	40.00	12/16/2016
Total 100515132399:					86.23	
<b>100515140241</b>						
100-515140-241 CLERK - REP & MAINT IT	DINERS CLUB COMMERCIAL	Adobe Acrobat Pro DC	5799 11/16	11/28/2016	189.05	12/16/2016
Total 100515140241:					189.05	
<b>100515140310</b>						
100-515140-310 CLERK - OFFICE SUPPLIES	DINERS CLUB COMMERCIAL	Richters (split)	5914 11/16	11/28/2016	145.99	12/16/2016

prepaid  
12-16-2016

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
<b>100525211330</b>						
100-525211-330 POLICE - TRAVEL	DINERS CLUB COMMERCIAL	APCO	5898 11/16	11/28/2016	539.00	12/16/2016
Total 100525211330:					539.00	
<b>100525211347</b>						
100-525211-347 POLICE - FIREARM SUPP/R	DINERS CLUB COMMERCIAL	Midway	5781 11/16	11/28/2016	74.98	12/16/2016
Total 100525211347:					74.98	
<b>100525211381</b>						
100-525211-381 POLICE - INVESTIGATIONS	TransUnion Risk & Alternative Dal	Account ID: 777966 Oct & Nov. Billing	2016 NOV	12/01/2016	50.00	12/16/2016
Total 100525211381:					50.00	
<b>100525220157</b>						
100-525220-157 FIRE - INSERVICE TRAININ	DINERS CLUB COMMERCIAL	Lucky Star	8038 11/16	11/28/2016	41.87	12/16/2016
Total 100525220157:					41.87	
<b>100525220225</b>						
100-525220-225 FIRE - TELEPHONE	AT & T	262 763-3747 163 6 (split)	26276334741216	12/04/2016	74.31	12/16/2016
Total 100525220225:					74.31	
<b>100525220240</b>						
100-525220-240 FIRE - FUEL, OIL, LUBRICA	VOYAGER FLEET SYSTEMS IN	Voyager Acct. 869297630 Fire Dept	869297630649	12/01/2016	428.42	12/16/2016
Total 100525220240:					428.42	
<b>100525220242</b>						
100-525220-242 FIRE - REPAIR & MAINT VE	DINERS CLUB COMMERCIAL	Amazon - laptop vehicle mount	8038 11/16	11/28/2016	60.76	12/16/2016
Total 100525220242:					60.76	
<b>100525220246</b>						
100-525220-246 FIRE - REPAIR MAINT OFFI	DINERS CLUB COMMERCIAL	Advanced Auto Parts	8038 11/16	11/28/2016	5.24	12/16/2016
Total 100525220246:					5.24	
<b>100525220248</b>						
100-525220-248 FIRE - REPAIR MAINT BLDG	DINERS CLUB COMMERCIAL	Single Source - Black Automotive Tape	8038 11/16	11/28/2016	33.01	12/16/2016
100-525220-248 FIRE - REPAIR MAINT BLDG	DINERS CLUB COMMERCIAL	Sears -tool box	8038 11/16	11/28/2016	63.29	12/16/2016
Total 100525220248:					96.30	
<b>100525220293</b>						
100-525220-293 FIRE - FIRE PREVENTION	DINERS CLUB COMMERCIAL	Pick 'N Save	8038 11/16	11/28/2016	35.24	12/16/2016
Total 100525220293:					35.24	
<b>100525220298</b>						
100-525220-298 FIRE- CONTRACT SERVICE	Wisconsin Dept of Safety and	Municipal Fees 2015	2015 DEC	12/08/2016	1,080.00	12/16/2016
Total 100525220298:					1,080.00	
<b>100525231310</b>						
100-525231-310 BLDG INSP - OPERATING S	DOCUMENT SALES AND DISTRI	Building Permit Seals - Order # 16-004904	16-004904	12/12/2016	330.57	12/16/2016

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Total 251555511310:					47.87	
<b>251555511327</b>						
251-555511-327 MATERIALS	DINERS CLUB COMMERCIAL	Walmart - DVD's	5922 11/16	11/28/2016	34.60	12/16/2016
Total 251555511327:					34.60	
<b>621575740220</b>						
621-575740-220 WWTP-ELECTRIC	WE ENERGIES	0225-428-357 (split)	0225428357NOV16	11/29/2016	141.27	12/16/2016
621-575740-220 WWTP-ELECTRIC	WE ENERGIES	6268-292-660	6268292660NOV16	12/01/2016	43.60	12/16/2016
Total 621575740220:					184.87	
<b>621575740222</b>						
621-575740-222 GAS	WE ENERGIES	0225-428-357 (split)	0225428357NOV16	11/29/2016	11.46	12/16/2016
Total 621575740222:					11.46	
<b>621575740240</b>						
621-575740-240 FUEL, OIL AND LUBRICANT	VOYAGER FLEET SYSTEMS IN	Voyager Acct. 869297630 WWTP	869297630649	12/01/2016	578.11	12/16/2016
Total 621575740240:					578.11	
<b>621575740310</b>						
621-575740-310 OFFICE SUPPLIES, POSTA	DINERS CLUB COMMERCIAL	ups	5849 11/16	11/28/2016	466.78	12/16/2016
Total 621575740310:					466.78	
<b>622506220000</b>						
622-506220-000 POWER	WE ENERGIES	3076-628-864	3076628864NOV16	11/28/2016	3,217.12	12/16/2016
Total 622506220000:					3,217.12	
<b>622506230000</b>						
622-506230-000 SUPPLIES	WE ENERGIES	1438-804-919	1438804919NOV16	11/28/2016	15.44	12/16/2016
622-506230-000 SUPPLIES	WE ENERGIES	1473-005-365	1473005365NOV16	11/30/2016	64.18	12/16/2016
Total 622506230000:					79.62	
<b>622509210000</b>						
622-509210-000 OFFICE SUPPLY	TIME WARNER CABLE-MILW	Time Warner Water Acct # 700401601	700401601 12/16	12/02/2016	73.96	12/16/2016
622-509210-000 OFFICE SUPPLY	AT & T	262 763-3747 163 6 (split)	26276334741216	12/04/2016	37.15	12/16/2016
Total 622509210000:					111.11	
<b>622509330000</b>						
622-509330-000 TRANSPORTATION-SUPPLI	VOYAGER FLEET SYSTEMS IN	Voyager Acct. 869297630 Water Dept	869297630649	12/01/2016	313.66	12/16/2016
Total 622509330000:					313.66	
<b>623575740200</b>						
623-575740-200 FUEL FOR RESALE	ASCENT AVIATION GROUP, INC	JET A	405571	12/12/2016	14,062.52	12/16/2016
Total 623575740200:					14,062.52	
<b>623575740220</b>						
623-575740-220 ELECTRIC	WE ENERGIES	3243-871-135	3243871135NOV16	12/11/2016	74.06	12/16/2016
623-575740-220 ELECTRIC	WE ENERGIES	4066-688-457	4066688457NOV16	12/11/2016	123.77	12/16/2016

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<b>100454544000</b>						
100-454544-000 SPECIAL ASSESS-SIDEWAL	CITY OF BURLINGTON	206 031931072360 - Sidewalk Assessment	192034	12/15/2016	296.92	12/22/2016
100-454544-000 SPECIAL ASSESS-SIDEWAL	CITY OF BURLINGTON	206 031932500290 - Sidewalk Assessment	193534	12/20/2016	420.21	12/22/2016
100-454544-000 SPECIAL ASSESS-SIDEWAL	CITY OF BURLINGTON	206 031932681290 - Sidewalk Assessment	193968	12/20/2016	142.67	12/22/2016
Total 100454544000:					769.80	
<b>100484847000</b>						
100-484847-000 Developer Reimbursement	Grace Church	Reimbursement for Plan Review Fees	1.052611	07/19/2016	500.00	12/22/2016
Total 100484847000:					500.00	
<b>100515111265</b>						
100-515111-265 Festival/Fireworks/Block Party	HOOFS BEATS EXPRESS	Rental Fee - Horse Drawn Carriage	121716	12/17/2016	756.25	12/22/2016
100-515111-265 Festival/Fireworks/Block Party	AMAZON.COM/GE MONEY	60457 8781 046912 8 - Amplifier	046912 12/16	11/22/2016	132.49	12/22/2016
Total 100515111265:					888.74	
<b>100515132153</b>						
100-515132-153 ADMIN - EBC	EMPLOYEE BENEFITS CORPO	EBC ADMIN	1711207	12/15/2016	10.75	12/22/2016
Total 100515132153:					10.75	
<b>100515132225</b>						
100-515132-225 ADMIN - TELEPHONE	AT & T LONG DISTANCE	AT & T LONG DISTANCE ADMIN	829440291-11/16	12/04/2016	.33	12/22/2016
Total 100515132225:					.33	
<b>100515141153</b>						
100-515141-153 FINANCE - EMPLOYEE BEN	EMPLOYEE BENEFITS CORPO	EBC FINANCE	1711207	12/15/2016	.63	12/22/2016
Total 100515141153:					.63	
<b>100515141225</b>						
100-515141-225 FINANCE - TELEPHONE	AT & T LONG DISTANCE	AT & T LONG DISTANCE FINANCE	829440291-11/16	12/04/2016	.10	12/22/2016
Total 100515141225:					.10	
<b>100525211153</b>						
100-525211-153 POLICE - EMP BENEFITS C	EMPLOYEE BENEFITS CORPO	EBC POLICE	1711207	12/15/2016	7.81	12/22/2016
Total 100525211153:					7.81	
<b>100525211225</b>						
100-525211-225 POLICE - TELEPHONE	AT & T LONG DISTANCE	AT & T LONG DISTANCE POLICE	829440291-11/16	12/04/2016	8.18	12/22/2016
Total 100525211225:					8.18	
<b>100525220153</b>						
100-525220-153 FIRE - EMPLOYEE BENEFIT	EMPLOYEE BENEFITS CORPO	EBC FIRE	1711207	12/15/2016	12.50	12/22/2016
Total 100525220153:					12.50	
<b>100525220220</b>						
100-525220-220 FIRE - UTILITY SERVICES	CULLIGAN OF BURLINGTON	500-08375760-9	500-08375760-9 11/	11/30/2016	98.65	12/22/2016
Total 100525220220:					98.65	

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<b>251555511247</b>						
251-555511-247 REPAIR, MAINTENANCE BUI	ELKHORN CHEMICAL & PACKA	Building Supplies	581525	12/22/2016	395.20	12/22/2016
251-555511-247 REPAIR, MAINTENANCE BUI	REESMAN'S SERVICE CORP	Fall Landscape Clean Up	20160261	12/22/2016	411.00	12/22/2016
251-555511-247 REPAIR, MAINTENANCE BUI	MENARDS	Library- Building Supplies	22163	12/22/2016	19.95	12/22/2016
251-555511-247 REPAIR, MAINTENANCE BUI	REINEMANS, INC.	Library - Building Supplies	115501	12/22/2016	73.76	12/22/2016
251-555511-247 REPAIR, MAINTENANCE BUI	VORPAGEL SERVICE INC.	Library Winter Maintenance	120719VSI	12/22/2016	1,341.90	12/22/2016
Total 251555511247:					2,241.81	
<b>251555511310</b>						
251-555511-310 OFFICE SUPPLIES, POSTA	DEMCO	Tech Services Supplies	6014129	12/22/2016	261.78	12/22/2016
251-555511-310 OFFICE SUPPLIES, POSTA	PETTY CASH LIBRARY	postage & misc supplies	PC1220161	12/22/2016	17.61	12/22/2016
251-555511-310 OFFICE SUPPLIES, POSTA	RICHTER'S MARKETPLACE	Richter's Marketplace - Library	112216RM	11/22/2016	34.94	12/22/2016
Total 251555511310:					314.33	
<b>251555511327</b>						
251-555511-327 MATERIALS	BAKER & TAYLOR	Library Materials	2032497904	12/22/2016	1,576.22	12/22/2016
251-555511-327 MATERIALS	BAKER & TAYLOR	Childrens Materials	2032498150	12/22/2016	173.42	12/22/2016
251-555511-327 MATERIALS	BAKER & TAYLOR CONT. SERV	reference materials	5014354335	12/22/2016	14.98	12/22/2016
251-555511-327 MATERIALS	BAKER & TAYLOR CONT. SERV	nonfiction materials	5014371331	12/22/2016	227.84	12/22/2016
251-555511-327 MATERIALS	CENTER POINT LARGE PRINT	Large Print Material	1431130	12/22/2016	308.49	12/22/2016
251-555511-327 MATERIALS	PETTY CASH LIBRARY	PETTY CASH LIBRARY MATERIALS	PC1220162	12/22/2016	56.63	12/22/2016
251-555511-327 MATERIALS	WI STATE JOURNAL	WI STATE JOURNAL LIBRARY SUBSCRIPTION	122216WSJ	11/22/2016	625.92	12/22/2016
251-555511-327 MATERIALS	RECORDED BOOKS LLC	Replacement Disc	75499422	12/22/2016	7.95	12/22/2016
251-555511-327 MATERIALS	AMAZON.COM/GE MONEY	Childrens Materials	1216AMAZ2	12/22/2016	56.01	12/22/2016
251-555511-327 MATERIALS	AMAZON.COM/GE MONEY	Materials	2016AMAZ1	12/22/2016	99.01	12/22/2016
251-555511-327 MATERIALS	MIDWEST TAPE, LLC	audiobooks	94536848	12/22/2016	384.90	12/22/2016
251-555511-327 MATERIALS	MIDWEST TAPE, LLC	Music CD's	94549862	12/22/2016	18.99	12/22/2016
251-555511-327 MATERIALS	MIDWEST TAPE, LLC	DVD's	94615395	12/22/2016	544.73	12/22/2016
251-555511-327 MATERIALS	FINDAWAY WORLD LLC	Library Supplies	202410	12/22/2016	351.93	12/22/2016
Total 251555511327:					4,447.02	
<b>621575740220</b>						
621-575740-220 WWTP-ELECTRIC	WE ENERGIES	8635-875-051	8635875051NOV16	12/06/2016	87.81	12/22/2016
Total 621575740220:					87.81	
<b>621575740225</b>						
621-575740-225 TELEPHONE	VERIZON WIRELESS	SCADA WWTP Acct # 242013605-00001	9776738922	12/10/2016	38.76	12/22/2016
Total 621575740225:					38.76	
<b>621575740249</b>						
621-575740-249 LABORATORY	AMAZON.COM/GE MONEY	60457 8781 045088 8	045088 11/16	12/05/2016	30.75	12/22/2016
Total 621575740249:					30.75	
<b>622509040000</b>						
622-509040-000 UNCOLLECTIBLE ACCOUNT	SNYDER, DEANNA	refund - Acct. #10.1633.02 Lincoln SI	10.1633.02	12/22/2016	94.19	12/22/2016
Total 622509040000:					94.19	
<b>622509210000</b>						
622-509210-000 OFFICE SUPPLY	TDS	TDS DPW 262-539-3770 (SPLIT)	262-539-3770 12/16	12/09/2016	78.77	12/22/2016
622-509210-000 OFFICE SUPPLY	AT & T LONG DISTANCE	AT & T LONG DISTANCE WATER	829440291-11/16	12/04/2016	.10	12/22/2016

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<b>100515154298</b>						
100-515154-298 ASSESSOR - CONTRACT S	ACCURATE	30% of Contract for 2017	ACCAPP2017-1	01/01/2017	8,900.00	
Total 100515154298:					8,900.00	
<b>100515161298</b>						
100-515161-298 ATTORNEY - CONTRACT S	VONBRIESEN & ROPER, S.C.	VON BRIESEN & PURTELL LABOR & EMPLOYME	10806	12/15/2016	734.72	
Total 100515161298:					734.72	
<b>100525211310</b>						
100-525211-310 POLICE - OFF SUPP-POSTA	COMPLETE OFFICE OF WISCO	Office Supplies	712210	12/12/2016	97.90	
100-525211-310 POLICE - OFF SUPP-POSTA	COMPLETE OFFICE OF WISCO	Calendar	720366	12/22/2016	9.76	
Total 100525211310:					107.66	
<b>100525220157</b>						
100-525220-157 FIRE - INSERVICE TRAININ	PATS SERVICES, INC	Portable Toilet Rental - 1166 Milwaukee Ave	A-135934	12/05/2016	100.00	
Total 100525220157:					100.00	
<b>100525220159</b>						
100-525220-159 FIRE - CLOTHING ALLOWA	LARK UNIFORM OUTFITTERS	Lark Uniform - Fire Dept.	233964	12/07/2016	36.95	
100-525220-159 FIRE - CLOTHING ALLOWA	LARK UNIFORM OUTFITTERS	SHIRT BADGES	234584	12/15/2016	261.85	
Total 100525220159:					298.80	
<b>100525220211</b>						
100-525220-211 FIRE - PHYSICALS	TRANS UNION LLC	TRANS UNION LLC FIRE	11612143	11/25/2016	12.23	
Total 100525220211:					12.23	
<b>100525220242</b>						
100-525220-242 FIRE - REPAIR & MAINT VE	MAYER REPAIR	service call for 2001/1A001139 Pierce/Enforcer	8954S	12/20/2016	849.11	
100-525220-242 FIRE - REPAIR & MAINT VE	BUMPER TO BUMPER BURLING	halogen headlamp	1-317297	12/13/2016	20.18	
Total 100525220242:					869.29	
<b>100525220244</b>						
100-525220-244 FIRE - REPAIR MAINT EQUI	BENDLIN FIRE EQUIP. CO., INC.	MV Crash Kit	94335	12/06/2016	834.80	
100-525220-244 FIRE - REPAIR MAINT EQUI	BENDLIN FIRE EQUIP. CO., INC.	SCBA Repair	94366	12/07/2016	40.00	
100-525220-244 FIRE - REPAIR MAINT EQUI	BENDLIN FIRE EQUIP. CO., INC.	Bendlin - Fire Dept.	94407	12/15/2016	152.25	
100-525220-244 FIRE - REPAIR MAINT EQUI	BENDLIN FIRE EQUIP. CO., INC.	TRIPLE A HUD UNITS	94443	12/19/2016	533.14	
100-525220-244 FIRE - REPAIR MAINT EQUI	5 ALARM FIRE AND SAFETY	5 Alarm Fire & Safety - Supplies	161011-1	12/01/2016	967.00	
100-525220-244 FIRE - REPAIR MAINT EQUI	HALVERSON OVERHEAD DOO	Replacement Tricor Sections	1689	12/09/2016	2,420.00	
100-525220-244 FIRE - REPAIR MAINT EQUI	PHARMACY STATION	99% Alcohol	33381	12/22/2016	3.29	
100-525220-244 FIRE - REPAIR MAINT EQUI	REINEMANS, INC.	Supplies	114843	12/08/2016	73.31	
100-525220-244 FIRE - REPAIR MAINT EQUI	REINEMANS, INC.	batteries	115221	12/13/2016	4.99	
100-525220-244 FIRE - REPAIR MAINT EQUI	REINEMANS, INC.	key storage lock	115637	12/20/2016	34.19	
100-525220-244 FIRE - REPAIR MAINT EQUI	OTTO PAAP CO, INC	Otto Paap - Ventilation Saw	117055	12/15/2016	306.22	
100-525220-244 FIRE - REPAIR MAINT EQUI	PAUL CONWAY SHIELDS	Streamlight-Orange	0395211-IN	12/08/2016	57.92	
100-525220-244 FIRE - REPAIR MAINT EQUI	PAUL CONWAY SHIELDS	PAUL CONWAY FIRE	0396140-IN	12/20/2016	69.64	
100-525220-244 FIRE - REPAIR MAINT EQUI	A&P FIRE SAFETY	Repair Water Extinglsher	AP018	12/22/2016	15.00	
Total 100525220244:					5,511.75	
<b>100525220248</b>						
100-525220-248 FIRE - REPAIR MAINT BLDG	KRISTIANSEN ENTERPRISES, I	FLOOR CARE	M7115	12/13/2016	1,020.00	
100-525220-248 FIRE - REPAIR MAINT BLDG	MENARDS	Acct # 32120264 - Fire House Supplies	22034	12/06/2016	129.99	

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100-535321-298	STREETS - CONTRACT SER	SIMPLEX GRINNELL LP	Simplex Grinnell DPW Annual Billing (split)	79070915	12/06/2016	190.90
100-535321-298	STREETS - CONTRACT SER	TAPCO	Milw & Pine: Railroad Preemption Stuck Cr	1549600	12/14/2016	240.00
100-535321-298	STREETS - CONTRACT SER	WANASEK CORPORATION	Service Call - two PK Mach Boilers (split)	39695	12/07/2016	811.61
100-535321-298	STREETS - CONTRACT SER	DIGICORP	Digicorp - Voice Labor (split)	316002	11/30/2016	216.00
Total 100535321298:						13,068.51
<b>100535321310</b>						
100-535321-310	STREETS - OFF SUPP/POS	CANON SOLUTIONS AMERICA,	Copier - DPW Serial FRU34827 (split)	4020865886	12/01/2016	20.76
Total 100535321310:						20.76
<b>100535321350</b>						
100-535321-350	STREETS - REP MAINT SUP	ELKHORN CHEMICAL & PACKA	Janitor Supplies	582277	12/15/2016	213.00
100-535321-350	STREETS - REP MAINT SUP	HUMPHREY SERVICE & PARTS,	Test Lead Silicone	1131398	12/13/2016	62.10
100-535321-350	STREETS - REP MAINT SUP	JERRY WILLKOMM INC.	Unit 503 - SPO Multi-Purpose ATF	116051	12/14/2016	115.05
100-535321-350	STREETS - REP MAINT SUP	MENARDS	Menards Acct 32120266	22161	12/08/2016	50.92
100-535321-350	STREETS - REP MAINT SUP	MOTOR PARTS COMPANY, LLC	Unit 108 - PARTS	283378	12/15/2016	12.62
100-535321-350	STREETS - REP MAINT SUP	REINDERS INC	Reinders- parts for Unit 108	1665926-00	12/09/2016	154.75
100-535321-350	STREETS - REP MAINT SUP	REINDERS INC	Bushing-Thin	1665926-01	12/12/2016	21.36
100-535321-350	STREETS - REP MAINT SUP	REINDERS INC	Reinders- parts for 0-turn mower	1666073-00	12/13/2016	10.59
100-535321-350	STREETS - REP MAINT SUP	SHERWIN INDUSTRIES, INC.	6' mini combi right facing arrows	SS068414	11/30/2016	291.00
100-535321-350	STREETS - REP MAINT SUP	PARTSMASER	Part: Blue Rhino Direct Access Air	23094090	12/08/2016	102.68
Total 100535321350:						1,034.07
<b>100535321354</b>						
100-535321-354	STREETS-PARKNG STRUC	MENARDS	Menards Acct 32120266	22146	12/08/2016	25.76
Total 100535321354:						25.76
<b>10055551159</b>						
100-555551-159	PARKS - CLOTHING	ALSCO	ALSCO DPW (split) Customer # 074780	IMIL1149627	12/14/2016	16.83
Total 10055551159:						16.83
<b>10055551248</b>						
100-555551-248	PARKS - REPAIR MAINT BL	ALSCO	ALSCO DPW (split) Customer # 074781	IMIL1149628	12/14/2016	5.74
Total 10055551248:						5.74
<b>10055551298</b>						
100-555551-298	PARKS - OUTSIDE SERVICE	PATS SERVICES, INC	PATS SANITARY DOG PARK TOILET RENTAL	A-136578	12/12/2016	80.00
100-555551-298	PARKS - OUTSIDE SERVICE	REESMAN'S EXC. & GRADING, I	Christmas Trees for Pots	2016 XMAS	11/28/2016	650.00
100-555551-298	PARKS - OUTSIDE SERVICE	SIMPLEX GRINNELL LP	Simplex Grinnell DPW Annual Billing (split)	79070915	12/06/2016	95.44
100-555551-298	PARKS - OUTSIDE SERVICE	WANASEK CORPORATION	Service Call - two PK Mach Boilers (split)	39695	12/07/2016	405.80
100-555551-298	PARKS - OUTSIDE SERVICE	DIGICORP	Digicorp - Voice Labor (split)	316002	11/30/2016	108.00
Total 10055551298:						1,339.24
<b>10055551310</b>						
100-555551-310	PARKS - OFFICE SUPP, PO	CANON SOLUTIONS AMERICA,	Copier - DPW Serial FRU34827 (split)	4020865886	12/01/2016	10.39
100-555551-310	PARKS - OFFICE SUPP, PO	COMPLETE OFFICE OF WISCO	InkCart	720365	12/22/2016	118.04
Total 10055551310:						128.43
<b>10055551350</b>						
100-555551-350	PARKS - REPAIR/MTCE SUP	HUMPHREY SERVICE & PARTS,	3pc prybar set	1131018	12/08/2016	51.26
100-555551-350	PARKS - REPAIR/MTCE SUP	REINEMANS, INC.	Supplies	115143	12/13/2016	76.47

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Total 621575740249:					2,893.98	
<b>621575740310</b>						
621-575740-310	OFFICE SUPPLIES, POSTA	MINUTEMAN PRESS OF BURLI	Minuteman - Labels	29382	12/19/2016	42.00
621-575740-310	OFFICE SUPPLIES, POSTA	CANON SOLUTIONS AMERICA,	Copier - WWTP Serial FRU35325	4020854691	12/01/2016	51.91
Total 621575740310:					93.91	
<b>621575740353</b>						
621-575740-353	REPAIR & MAINT LIFT STAT	ENERGENECS, INC.	Parts: Relay & Valve	0033168-IN	12/16/2016	309.53
Total 621575740353:					309.53	
<b>622506310000</b>						
622-506310-000	CHEMICALS	HAWKINS, INC	Tonkazorb 3%	3992337	12/07/2016	1,523.50
622-506310-000	CHEMICALS	USABlueBook	USA BLUEBOOK WATER DEPT #85786 (split)	124996	12/05/2016	226.76
Total 622506310000:					1,750.26	
<b>622506500000</b>						
622-506500-000	RESERVOIRS & SUPPLES	REINEMANS, INC.	Supplies	114923	12/09/2016	21.13
622-506500-000	RESERVOIRS & SUPPLES	USABlueBook	USA BLUEBOOK WATER DEPT #85786 (split)	124996	12/05/2016	688.03
Total 622506500000:					709.16	
<b>622509030000</b>						
622-509030-000	OFFICE SUPPLIES	ALSCO	ALSCO DPW - Water Customer #025570	IMIL1149629	12/14/2016	28.72
Total 622509030000:					28.72	
<b>622509210000</b>						
622-509210-000	OFFICE SUPPLY	DIGICORP	Dgicorp - Voice Labor (split)	316002	11/30/2016	216.00
622-509210-000	OFFICE SUPPLY	CANON SOLUTIONS AMERICA,	Copier - DPW Serial FRU34827 (split)	4020865886	12/01/2016	20.76
Total 622509210000:					236.76	
<b>622509230000</b>						
622-509230-000	OUTSIDE SERVICES	HACH COMPANY	Hach Water Dept.	10225373	12/08/2016	2,160.00
Total 622509230000:					2,160.00	
<b>622509350000</b>						
622-509350-000	GENERAL PLANT-SUPPLIE	ALSCO	ALSCO DPW (split) Customer # 074781	IMIL1149628	12/14/2016	11.48
622-509350-000	GENERAL PLANT-SUPPLIE	MENARDS	Menards Acct 32120265	22457	12/12/2016	58.24
622-509350-000	GENERAL PLANT-SUPPLIE	SIMPLEX GRINNELL LP	Simplex Grinnell DPW Annual Billing (split)	79070915	12/06/2016	190.90
622-509350-000	GENERAL PLANT-SUPPLIE	WANASEK CORPORATION	Service Call - two PK Mach Boilers (split)	39695	12/07/2016	811.61
Total 622509350000:					1,072.23	
<b>623575740298</b>						
623-575740-298	CONTRACT SERVICES	MEISNER, GARY	MEISNER AIRPORT MANAGER JAN BILLING	2017JAN	01/03/2017	319.30
Total 623575740298:					319.30	
Grand Totals:					124,802.41	

Employee Number	Name	21-01 MISC REIMB Emp Amt	22-00 MOVING EXP Emp Amt	23-00 TRAVL REIM Emp Amt	23-01 MILEAGE Emp Amt	23-02 MEALS Emp Amt	23-03 OTHER TRAV Emp Amt	Total Amount
100031138	HARTWICK, ROBERT H.	.00	.00	.00	62.64	20.00	.00	82.64
100031164	LARSON, ROMAYNE	.00	.00	.00	31.32	10.00	.00	41.32
100031168	LODLE, JALENE K.	.00	.00	.00	.00	10.00	.00	10.00
100031205	SKWIERAWSKI, MARY E.	.00	.00	.00	31.32	10.00	.00	41.32
100031230	WILLIS, GERALDINE A.	.00	.00	.00	.00	10.00	.00	10.00
100031232	ROANHOUSE, NORMA	.00	.00	.00	.00	10.00	.00	10.00
100031238	SCHERRER, BARBARA	.00	.00	.00	.00	20.00	.00	20.00
100031260	SULLIVAN, RUTH A.	.00	.00	.00	62.64	20.00	.00	82.64
100031288	LODLE, RICHARD A.	.00	.00	.00	31.32	10.00	.00	41.32
100031291	YAMBOR, MARY LEE	.00	.00	.00	62.64	10.00	.00	72.64
100031292	BEIX, BARBARA ANN	.00	.00	.00	62.64	20.00	.00	82.64
100031296	STREETER, RHONDA MARIE	.00	.00	.00	31.32	10.00	.00	41.32
100031302	GROENLAND, MARIANNE	.00	.00	.00	31.32	10.00	.00	41.32
Grand Totals:		13	.00	.00	407.16	170.00	.00	577.16



**DATE:** January 3, 2017

**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:**

Fuerstenau, Andrew John  
Collins, Susan Marie

**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 January 3, 2017 Common Council meeting.

**ATTACHMENTS:**

None



**DATE:** January 3, 2017

**SUBJECT:** Appointments and Nominations

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

---

**BACKGROUND/HISTORY:**

The following resident would like to serve as an election inspector and meets the necessary qualifications:

- Election Inspector – Barbara J. Karl – term expires 12/31/2017

Mayor Hefty recommends that the Council accept the following appointments:

- Housing Authority – John Smith to replace Charles Stublely – term expires 05/01/2018
- Park Board – Lisa Wasik to replace Jill Stobbon – term expires 05/01/2017

**BUDGET/FISCAL IMPACT:**

N/A

**RECOMMENDATION:**

Staff recommends approval of these appointments

**TIMING/IMPLEMENTATION:**

This item is scheduled for consideration at the January 3, 2017 Common Council meeting.

**ATTACHMENTS:**

Due to timing, background information of appointments was not available at time of printing, however will be available at the meeting.



**DATE:** January 3, 2017

**SUBJECT: PUBLIC HEARING A** to hear comments and concerns from the public regarding a text amendment to amend Chapter 265-3A, "Refuse Disposal" of the Code of the City of Burlington.

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

**PROJECT/SCOPE:**

While revising Ch. 315-27, Refuse and Recycling requirements in the B-2 District, it was recognized that "mixed-use" buildings were not identified in either the refuse disposal section of the code, nor within the zoning section. Mixed-use refers to buildings that contain commercial units, as well as residential units. A majority of the downtown buildings are mixed-use. This ordinance seeks to specifically identify mix-use buildings as commercial, even if there are residential units within the building.

This ordinance amendment will affect six properties in the downtown district, as the said properties are receiving City collection services even though they have a first floor commercial unit. Local contractors were reached to get an estimate of what refuse and recycling collection service would cost the building owners to contract their own service. It is estimated the monthly cost for a two-yard dumpster would be \$33 for once a month collection, \$48 for twice a month collection and \$76 for once a week collection.

Staff has been unable to find record indicating why the six properties have received City collection services for years. It is suspected that it originated due to the lack of alley space for the properties; however, that is speculation at this point. Upon adoption of this ordinance, building owners for the six properties would be properly notified of the changes and given sufficient time to seek services of their own.

**BUDGET/FISCAL IMPACT:**

Upon adoption of this amendment and proper notification of building owners, the six properties would be removed from the City's contract with John's Disposal. Cost savings to the City would be roughly \$3,769 for 2017.

**RECOMMENDATION:**

Staff recommends approval of this text amendment

**TIMING/IMPLEMENTATION:**

This item is for public discussion at the January 3, 2016 Common Council meeting.

**ATTACHMENTS:**

Legal Notice

STATE OF WISCONSIN

COUNTY OF RACINE

The Common Council in and for the City of Burlington

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

To Whom It May Concern:

**NOTICE** is hereby given that the Common Council of the City of Burlington proposes to amend sections of Chapter 265-3A of the Municipal Code as follows:

Household solid waste. All residences located in any area in which refuse collection is done by the City or approved contractors shall have sufficient container capacity to accommodate their normal volume of solid waste between collections. All refuse shall be collected from every residential dwelling of four units or fewer at least once per week. Residential units developed within a commercial development shall be considered commercial. Refuse and recyclable material are to be collected from the residences at the street curb or behind residences where City alleys exist.

Chapter 265-3A of the Municipal Code of the City of Burlington shall be amended as necessary to reflect these changes. All other provisions as contained in Chapter 265 of the Municipal Code of the City of Burlington shall continue and in full force and effect.

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

**TUESDAY, JANUARY 3, 2017 DURING THE MEETING OF THE COMMON COUNCIL SCHEDULED TO BEGIN AT 6:30 P.M. OR SHORTLY THEREAFTER**

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

Dated at Burlington, Wisconsin, this 7<sup>th</sup> day of December 2016.

Diahnn Halbach, City Clerk

*Published in the Burlington Standard Press  
December 15 and 22, 2016*



**COMMON COUNCIL**

**ITEM NUMBER: 13A**

---

**DATE:** January 3, 2017

**SUBJECT: RESOLUTION 4811(30)** – To consider approving the Letter of Engagement for Patrick Romenesko, SC for the 2016 Annual Audit for the Not-to-Exceed Amount of \$34,000

**SUBMITTED BY:** Steve DeQuaker, Director of Finance

---

**BACKGROUND/HISTORY:**

Pat Romenesko has conducted the City of Burlington annual audit since 1985. The attached engagement letter outlines the items/reviews he will perform during the 2016 audit. State Statutes have added WRS Pension Liability Reporting to the audit requirements as of the 2015 Audit year. This statute has added additional work and several extra pages to the audit. Pat completes the audit over a period of about three weeks of on-site visits examining the ledgers and postings by the finance department along with compliance to accepted standards and controls. Following the examinations, Pat then compiles the audit report, which is, in-turn reported to the Common Council. As reported in 2015, staff conducted an informal cost comparison of municipal auditors and Pat's fees are on the lower end. Part of the process included in the fee, requires Pat to file State Form C and PSC filings.

**BUDGET/FISCAL IMPACT:**

Not to exceed costs for the 2016 audit will be \$34,000, which is up \$1,000 or 3% from the 2015 audit.

**RECOMMENDATION:**

Staff recommends accepting this letter of engagement from Pat Romenesko, S.C. for the not to exceed amount of \$34,000.

**TIMING/IMPLEMENTATION:**

This item was discussed at the December 20, 2016 Committee of the Whole meeting and scheduled for final consideration at the January 3, 2017 Common Council meeting.

**ATTACHMENTS:**

Engagement Letter

**A RESOLUTION APPROVING AN ENGAGEMENT LETTER WITH  
PATRICK ROMENESKO, C.P.A. FOR THE 2016 AUDIT FOR THE  
NOT-TO-EXCEED AMOUNT OF \$34,000**

**WHEREAS**, the City of Burlington is required by law to participate in an annual audit of its accounts; and,

**WHEREAS**, Patrick W. Romenesko, CPA, is a licensed and fully qualified Certified Public Accountant in the State of Wisconsin; and,

**WHEREAS**, Patrick Romenesko has previously performed these auditing services for the City of Burlington in a satisfactory and timely manner; and,

**WHEREAS**, Statutes of the State of Wisconsin and Generally Accepted Account Practices now require additional pension liability information to be included as part of the annual audit,

**NOW, THEREFORE, BE IT RESOLVED** by the Common Council of the City of Burlington, Racine County and Walworth County, State of Wisconsin approves acceptance of auditing services from Patrick W. Romenesko, S.C. for the audit of the City's fiscal year 2016 accounts as outlined in the attached October 16, 2016 Letter of Engagement.

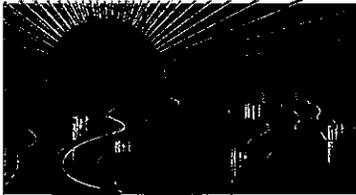
**BE IT FURTHER RESOLVED** that the City Administrator is hereby authorized and directed to execute this agreement on behalf of the City.

Introduced: December 20, 2016  
Adopted:

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

Attest:

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



**Patrick W. Romenesko, S.C.**  
**CERTIFIED PUBLIC ACCOUNTANT**

1001 Host Drive • P.O. Box 508 • Lake Geneva, Wisconsin 53147  
Telephone 262/248-0220 • Facsimile 262/248-8429

October 16, 2016

The City Council and Administration  
City of Burlington  
300 N. Pine Street  
Burlington, Wisconsin 53105

CLIENT'S COPY

Ladies and Gentlemen:

I am pleased to confirm my understanding of the services I am to provide the City of Burlington for the year ended December 31, 2016. I will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the City of Burlington as of and for the year ended December 31, 2016. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement City of Burlington's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, I will apply certain limited procedures to City of Burlington's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to my inquiries, the basic financial statements, and other knowledge I obtained during my audit of the basic financial statements. I will not express an opinion or provide any assurance on the information because the limited procedures do not provide me with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Schedule of Proportionate Share of the Net Pension Liability (Asset) - Wisconsin Retirement System
2. Schedule of Contributions - Wisconsin Retirement System

I have also been engaged to report on supplementary information other than RSI that accompanies the financial statements consisting of combining fund statements and detailed budget to actual statements. I will subject this supplementary information to the auditing procedures applied in my audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole.

**Audit Objective**

The objective of my audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the basic financial statements taken as a whole. My audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of the accounting records and other procedures I consider necessary to enable me to express such opinions. I will issue a written report upon completion of my audit of City of Burlington's financial statements. My report will be addressed to the city council of the City of Burlington. I cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for me to modify my opinions or add emphasis-of-matter or other-matter paragraphs. If my opinions on the financial statements are other than unmodified, I will discuss the reasons with you in advance. If, for any reason, I am unable to complete the audit or are unable to form or have not formed opinions, I may decline to express opinions or may withdraw from this engagement.

**Audit Procedures - General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, my audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. I will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the city or to acts by management or employees acting on behalf of the city.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, I will inform you of any material errors and any fraudulent financial reporting or misappropriation of assets that come to my attention. I will also inform the appropriate level of management of any violations of laws or governmental regulations that come to my attention, unless clearly inconsequential. My responsibility as auditor is limited to the period covered by my audit and does not extend to any later periods for which I am not engaged as auditor.

My procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. I will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of my audit, I will require certain written representations from you about the financial statements and related matters.

**Audit Procedures - Internal Control**

My audit will include obtaining an understanding of the city and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, during the audit, I will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

**Audit Procedures - Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, I will perform tests of the City of Burlington's compliance with the provisions of applicable laws, regulations, contracts and agreements. However, the objective of my audit will not be to provide an opinion on overall compliance and I will not express such an opinion.

**Other Services**

As part of my engagement, I will also prepare the annual financial reports to the Wisconsin Department of Revenue and the Public Service Commission. I will also prepare the financial statements of the City of Burlington in conformity with U.S. generally accepted accounting principles based on information provided by you. We will perform the services in accordance with applicable professional standards. I, in my sole professional judgement, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

**Management Responsibilities**

Management is responsible for establishing and maintaining effective internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with U.S. generally accepted accounting principles.

Management is also responsible for making all financial records and related information available to me and for the accuracy and completeness of that information. You are also responsible for providing me with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to me in the written representation letter that the effects of any uncorrected misstatements aggregated by me during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent, and detect fraud, and for informing me about all known or suspected fraud affecting the city involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing me of your knowledge of any allegations of fraud or suspected fraud affecting the city received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the city complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to me in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) that the methods of measurement or presentation have not changed from those used in the prior period; and (4) you have disclosed to me any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

You agree to assume all management responsibilities for financial statement preparation services and any other nonattest services I provide; oversee the services by designating an individual, preferably from senior management with suitable skill, knowledge or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

**Audit Fees and Other**

My fees for these services will be based on the actual time spent at my standard hourly rates, plus travel and other out-of-pocket costs such as report reproduction, typing, postage, etc. The hourly rates of personnel assigned to your audit vary according to the degree of responsibility involved and their experience level. Invoices for these fees will be rendered each month as work progresses and are payable on presentation. My fee for the audit is not to exceed \$34,000.00. If the actual time on the engagement should be less than anticipated, you will be billed for that lesser amount.

I appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of my engagement. If you have any questions, please let me know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to me. I look forward to the continued opportunity to serve you.

Sincerely,



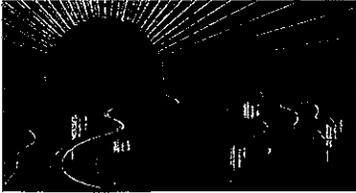
Patrick W. Romenesko  
Certified Public Accountant

**ACKNOWLEDGMENT:**

This letter correctly sets forth the understanding of the City of Burlington.

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

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



**Patrick W. Romenesko, S.C.**  
**CERTIFIED PUBLIC ACCOUNTANT**

1001 Host Drive • P.O. Box 508 • Lake Geneva, Wisconsin 53147  
Telephone 262/248-0220 • Facsimile 262/248-8429

October 16, 2016

The City Council and Administration  
City of Burlington  
300 N. Pine Street  
Burlington, Wisconsin 53105

CLIENT'S COPY

Ladies and Gentlemen:

The American Institute of Certified Public Accountants has issued Interpretation 101-3, *Performance of Nonattest Services*, which requires an auditor to document the understanding of nonattest services to be performed to an audit client. In order to fulfill the requirements of the interpretation, I am providing you the following information concerning objectives of the engagement and services to be performed; your responsibilities in the engagement; and my responsibilities and limitations of the engagement.

Objectives of the Engagement and Services to be Performed

I will provide services in addition to auditing your 2016 financial statements consisting of the following:

- Preparation of your annual Financial Report Form (Form C).
- Preparation of your annual report to the Public Service Commission.
- Assistance with the preparation of your annual financial statements.

I will not perform management functions or make management decisions on behalf of the City of Burlington. However, I will provide advice and recommendations to assist the management of City of Burlington in performing its functions and making decisions.

City of Burlington Responsibilities

City of Burlington agrees to perform the following functions in connection with my firm's provision of the aforementioned services:

- Make all management decisions and perform all management functions, including determining account codings and approving all proposed journal entries;
- Assign Mr. Steve DeQuaker to oversee these services and evaluate the adequacy and results of the services;
- Accept responsibility for the results of these services; and
- Establish and maintain internal controls over the preparation of the annual Financial Report Form (Form C), annual report to the Public Service Commission, and assistance with the preparation of your annual financial statements.

My Responsibilities and Limitations of the Engagement

I will perform the services in accordance with applicable professional standards.

This engagement is limited to the services outlined above. Patrick W. Romenesko, S.C., in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or performing management functions, including determining account codings and approving journal entries. I will advise you with regard to positions taken in the preparation of the following documents, but you must make all decisions with regard to those matters.

Please call me if you have any questions regarding this information. If you are in agreement with the contents of this letter, please sign in the space provided below and return one copy of it to me.

Thank you for your attention to this letter of understanding I am required to provide to you.

Sincerely,



Patrick W. Romenesko  
Certified Public Accountant

ACKNOWLEDGMENT:

This letter correctly sets forth the understanding for the performance of nonattest services for the City of Burlington.

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

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



**COMMON COUNCIL**

**ITEM NUMBER: 13B**

**DATE:** January 3, 2017

**SUBJECT:** RESOLUTION 4812(31) to consider approving an extension of a 4-year garbage and recycling contract with Johns Disposal Service, Inc. beginning January 2017 through January 2021.

**SUBMITTED BY:** James Bergles, Director of Public Works

---

**BACKGROUND/HISTORY:**

The City of Burlington has been under a two-year contract with Johns Disposal Service, Inc. since 2015. The current contract length of term is set to expire on December 31, 2016. John's has offered the City a discounted rate for 2017 from the contractual agreement rate of a \$0.34 per resident increase to \$0.18 per resident increase for 2017 if we agree to 4-year contract extension. After 2017, the City would move to a Cost Per Living (CPI) increase for years 2018 through 2021.

**BUDGET/FISCAL IMPACT:**

By moving to a 4-year contract, the City will see a reduction of \$6,924.96 for the year 2017. This amount is based on the current unit count of 3,206. The 2017 rate per unit will be \$12.08. With an estimated 2% CPI increase in 2018, our price per unit would increase to \$12.32. The years 2019, 2020 and 2021 would be invoiced the same way.

The City could terminate the contract and/or seek other bids under the following conditions:

1. Johns were to seek an increase over 2.65%.
2. Johns would ask for an increase over the listed yearly CPI. The City could also accept the CPI increase and continue working with Johns. John's does not charge a fuel charge.

**RECOMMENDATION:**

Staff recommends extending the contract with Johns Disposal Services, Inc. Complaints have been close to none and customer service has been a positive experience for the City and residents. The City will see \$6,924.96 in reductions for 2017, and we have several options to terminate the contract if necessary.

**TIMING/IMPLEMENTATION:**

This item was discussed at the December 20, 2016 Committee of the Whole meeting and is for final consideration at the January 3, 2016 Common Council meeting.

**ATTACHMENTS:**

Resolution / Agreement / CPI Estimation Sheet

**Resolution Number: 4812(31)**  
**Introduced by: Committee of the Whole**

**A RESOLUTION TO APPROVE A FOUR-YEAR GARBAGE AND RECYCLING  
CONTRACT EXTENSION WITH JOHN'S DISPOSAL SERVICE, INC FOR THE  
YEARS 2018, 2019, 2020 and 2021**

**WHEREAS**, on November 18, 2014, the Common Council approve Resolution 4697(31), a Resolution Accepting the four-year garbage and recycling contract with John Disposal Service, Inc; and,

**WHEREAS**, the City now has the opportunity to extend the existing contract for four additional years through December 31, 2021 as stated in the agreement, attached hereto as Exhibit A; and,

**WHEREAS**, the Contract will have a reduction of unit price of \$0.18 per unit for the remaining 2017 contract, and a CPI increase only for 2018, 2019, 2020 and 2021; and,

**WHEREAS**, if Johns Disposal Services, Inc. asks for an increase over the rated yearly CPI or any time the CPI increase exceeds 2.65%, the City can seek proposals from other waste haulers and break the current Johns Services, Inc. contract if warranted; and,

**WHEREAS**, Johns Disposal Services, Inc. will continue under its existing waste contract pick up agreement with the City; and,

**NOW, THEREFORE, BE IT RESOLVED** by the Common Council that the City of Burlington shall approve the four-year contract extension with Johns Disposal Services, Inc., attached hereto as Exhibit A.

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

Introduced: December 20, 2016  
Adopted:

---

Jeannie Hefty, Mayor

Attest:

---

Diahnn Halbach, City Clerk

## AGREEMENT

### Curbside Collection of Solid Waste and Recyclables

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

- a) JOHNS DISPOSAL SERVICE, INC., being a Wisconsin corporation with offices located at 107 County Road U, Whitewater, Wisconsin 53190 (hereinafter referred to as "Contractor"); and
- b) The CITY OF BURLINGTON, WISCONSIN, being a municipal corporation organized under the laws of the State of Wisconsin, with its City Hall located at 300 north Pine Street, Burlington, Wisconsin 53105 (hereinafter referred to as the "City").

### Introduction

Contractor is in the business of collecting and then lawfully disposing of solid waste and recyclable materials that are placed at the curbside, as a part of a municipal collection program, by the residents of municipalities who contract with Contractor for such collection services.

The City wishes to contract with Contractor to have Contractor provide such collection services to the residents of the City, all under the terms and provisions of this Agreement. Contractor is willing to provide such collection services to the City, and the parties are entering into this Agreement for such purposes.

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

1. Introduction is Correct. The above "Introduction" is correct, and is hereby incorporated herein by reference.

2. Collection Services. The Contractor shall provide the following collection services (collectively, the "Collection Services") to the residents of the City during the term of this Agreement:

- a) On a weekly basis, pursuant to a schedule to be agreed upon by the Contractor and the City, (i) collect solid waste, refuse, and garbage that is not recyclable (collectively, "Non-Recyclable Trash") that is placed by the residents at the curbside of their properties in the manner required under this Agreement, and (ii) collect bulk items ("Bulk Items", as described below in Paragraph No. 10 of this Agreement) that are placed by the residents at the curbside of their properties in the manner required under this Agreement.
- b) On a bi-weekly basis (i.e. every two (2) weeks), pursuant to a schedule to be agreed upon by the Contractor and the City, collect recyclable materials ("Recyclables") that are placed by the residents of the curbside of their properties in the manner required under this Agreement: The collection of the Recyclables shall be done on a "single-stream" basis, such that all types of Recyclables may be commingled in one recycling container, with no sorting of the types of Recyclables being necessary.

- c) Contractor shall provide these Collection Services to each separate residential unit (“Unit”) contained in a single-family dwelling, a duplex, apartment buildings of four (4) Units or less, and all Units of a condominium.

3. Special Services to City Properties. As a part of this Agreement, and at no cost to the City, Contractor shall provide Collection Services, whenever needed, and as needed, no matter how often the need may be, for (i) all buildings owned (presently and in the future) by the City, and (ii) all trash containers owned by the City and located, whether presently or in the future, in City parks, City business districts, and any other locations at which such City-owned trash containers are located in the City.

4. Collection Schedule. With respect to the Collection Services described in above Paragraph No. 2, the collection shall be done in accordance with a specific collection schedule, established and maintained by the Contractor and approved by the City. The schedule shall designate collection areas, days of collection, and approximate time of collection. Unless the Contractor gives the City or affected residents at least thirty (30) days advance notice, all regular collections, for any designated area, shall occur on the same day each week. The Contractor shall collect Recyclables in each designated collection area on the same day Non-Recyclable Trash is collected in that area. The Contractor shall lay out collection routes and provide adequate equipment and labor so as to complete scheduled collections on the designated collection day. When a designated collection is scheduled for pick-up on a holiday (which is hereby defined as new Year’s Day, memorial Day, Independence Day, Labor Day, thanksgiving, and Christmas), collection for that area shall be made on the next business day following the said holiday.

5. Collection Hours and Curb Location. Non-Recyclable Trash and Recyclable shall be collected between the hours of 7:00 a.m. and 5:00 p.m. There shall be no collection between 5:01 p.m. and 6:59 a.m. the next day. The Contractor shall not be required to collect any Non-Recyclable Trash or Recyclables which are not placed at curb locations or other designated areas adjacent to the street, alley, or roadway by 7:00 a.m. on the scheduled collection day. Notwithstanding the foregoing provisions, however, in the City notifies the Contractor is writing that a particular resident of the City has a disability (such that the resident does not have the ability to place the Non-Recyclable Trash or Recyclables at the above required locations), then Contractor shall provide doorway service to the resident at no additional cost.

6. Items of Allowed Non-Recyclable Trash. The items of non-Recyclable Trash that Contractor shall collect as a part of its Collection Services shall be general household trash and refuse. This shall include, but not be limited to, food wastes, paper, rags, sweepings, pottery ware, metallic ware, glassware, and similar discarded residential wastes. Items that will not be collected as non-Recyclable Trash shall include, but not be limited to: yard waste; earth; rocks; concrete; loose construction and/or demolition materials; trees, bushes, grass, or other vegetation; and hazardous or flammable or explosive or dangerous or toxic, or infectious materials, including any items recognized a special waste by the State of Wisconsin. (But see below Paragraph No. 10 pertaining to the collection of Bulk Items, which does provide for the collection of some of the otherwise prohibited items described above.)

7. Items of Allowed Recyclables. The items of Recyclables that the Contractor shall collect as a part of its Collection Services shall be all items allowed and/or required under the laws of the State of Wisconsin to be recycled. This shall include, but not be limited to, glass containers; plastic HDE #1, PETE #2, PVC #3, LDPE #4, PP #5, PS #6, and other #7; tin and

aluminum containers; cardboard; mixed paper; computer paper; and newsprint. If the provisions of the laws of the State of Wisconsin in the future require other materials to be recycled, the Contractor shall then include the same as a part of its Collection Services at no addition charge.

8. Use of Carts. Except as provided in Paragraph No. 10 of this Agreement (related to the collection of Bulk Items), all of the Recyclables that will be collected by the Contractor must be placed by the residents in a Green Cart that will be provided by the Contractor at no cost to the residents. One (1) Green Cart shall be provided by the Contractor, at no cost, to each Unit described in Paragraph No. 2(d) of this Agreement. The Contractor shall deliver the Green Carts to new Units after the City notifies Contractor of the same. The Green Cart (the "Cart) shall each have a volume capacity of Ninety-six (96) Gallons, unless a resident requests a smaller Forty-eight (48) Gallon Cart as their initial cart for the Collection Services.

Additional Carts may be obtained by the residents from the Contractor at an extra cost (collected by the Contractor directly from the resident) of Forty Dollars (\$40.00) per year for an extra Green Cart. This cost for an extra Cart shall be prorated for a partial year. A resident may select a smaller Forty-eight (48) Gallon Cart and/or a larger 96-gallon Cart, at no extra cost, and the Contractor shall be responsible for providing the requested new-size Cart and removing the existing Cart. A resident may make a change in the size of the Cart one (1) time each calendar year at no cost. The resident shall pay to the Contractor the above-described \$40.00, however, for a change of the size of a Cart in excess of once per calendar year.

9. Maintenance of the Carts: All Carts are the property of the Contractor and will be maintained by the Contractor. The residents are responsible for keeping the Carts clean. The residents are also responsible for damage, other than normal wear, such as melting from hot ashes, cuts from a saw, or other avoidable damage. In the event a resident is responsible for a

damaged Cart(s), the replacement cost of \$40.00 shall be collected by the Contractor directly from the resident. The Contractor shall be responsible for normal wear to the Cart, wheels, or lid, and will repair or replace the Cart in a timely manner after the resident informs the Contractor of the problem. The contractor shall be responsible for any damage to the Carts caused from snow plows or passing vehicles, vandalism, or any other cause not attributable to the resident.

10. Collection of Bulk items. The contractor shall, each week and as a contemporaneous part of the collection schedule described in Paragraph No. 4 of this Agreement for the collection of Non-Recyclable Trash, collect from the residents of the bulk items ("Bulk Items") described below. There will be no need for the residents to call the Contractor for this weekly collection of Bulk Items. The Bulk items that will be collected by the Contractor are:

- a) Furniture, bedding, mattresses, and carpeting.
- b) Appliances (including microwaves and items containing CFC's such as refrigerators).
- c) Automotive tires, truck tires, and tractor tires, provided that tires over 42" in diameter are quartered (2 per week, 8 per year).
- d) Earth, rocks, concrete, loose construction and demolition materials are included with the Bulk Items collection if contained in thirty-two (32) gallon cans (or less) that weigh less than sixty (60) pounds (no limit on the number of cans).
- e) Extra non-Recyclable Trash and/or Recyclables in garbage cans, bins, or bags.

11. Disposal of Items Collected. The Contractor shall dispose of all items collected under this Agreement in full compliance with all applicable laws, codes, rules, and regulations. Throughout the term of this Agreement, the Contractor shall own, co-own, rent, lease, control,

or otherwise have access, at its cost, to a properly-licensed and permitted landfill of sufficient capacity for the disposal of all collected non-Recyclable Trash and Bulk items. The Contractor has informed the City that it will dispose of the non-Recyclable Trash and Bulk Items at the Waste Management Metro site in Franklin, Wisconsin. Upon the request of the City, the Contractor shall provide proof that such facilities comply with all laws and regulations. This shall not preclude the Contractor from the changing the disposal location to a reasonable alternate site, but the Contractor shall notify the City in advance of any changes. Upon request of the City, the Contractor shall furnish evidence of arrangements assuring availability of adequate landfill capacity for disposal of the non-Recyclable Trash and Bulk items collected under this Agreement. Additionally, throughout the term of this Agreement, the Contractor shall own, co-own, rent, lease, or otherwise control, or have access, at its cost, to a suitable storage/processing facility for the purpose of sorting and preparing and ultimately recycling all of the collected Recyclables at either a processor(s) or broker(s) experienced in processing, recycling, and marketing Recyclables or to a recycling market itself. The Contractor shall be responsible for all collection and transportation costs necessary to bring the Recyclables to the storage/processing/recycling facility. The Contractor has informed the City that it will deliver and process Recyclables at the JOHNS Disposal Services, Inc. facility in the Town of Norway, Wisconsin. The Contractor shall be responsible for payment of all necessary processing/recycling costs for Recyclables.

12. Contractor's Employees. The Contractor shall employ such persons as may be necessary to satisfactorily comply with the provisions of this Agreement. All such persons shall be the employees of Contractor (and/or any permitted subcontractor), and not employees of the City. The contractor shall comply with all of the applicable laws, rules, and regulations regarding the employment of such persons.

13. Conduct of contractor's Employees. The Contractor shall perform all Collection Services in a neat, orderly, and efficient manner; use care and diligence in the performance of this Agreement; provide neat, orderly, and courteous personnel on its collection crews; and provide courteous and knowledgeable personnel in its customer service function. The Contractor shall conduct itself both in relations with the City and City residents in a personable, professional manner. All employees of the Contractor shall be dressed in a neat, professional-like manner and shall carry official company identification. All drivers shall carry a valid Wisconsin state driver's license for the class of vehicle operated. The Contractor shall ensure that no Non-Recyclable Trash and/or Recyclables are spilled during the collection process, and that any such spillage (if and when it occurs) shall be immediately picked up and collected. After the Carts are emptied, they shall not be left on the streets, alleys, or roads in a manner or at a location such that they obstruct vehicular traffic in the public right of way.

14. Vehicles and Equipment. All of the vehicles and equipment used by the Contractor for its Collection Services shall (i) be in a clean, sanitary, safe, and good working order, (ii) be maintained and operated in a manner to minimize, as much as possible, any noise during the collection process (e.g. equipped with good exhaust mufflers and good brakes), (iii) not leak vehicle fluids and (iv) display the name of the contractor, the contractor's telephone number, and an identification number on the vehicle, that is clearly visible, on both sides of the vehicle. The contractor's vehicles and equipment shall not remain parked on City streets when not in use. All vehicles shall be operated in a way that no collected items fall off of or blow off the vehicle and/or leak any fluids. Should any collected items fall off of or blow off a vehicle, such items shall be immediately retrieved and collected.

15. Fees Due to the Contractor. The City shall pay the following fees to the Contractor for the Collection Services and other duties performed by the Contractor under this Agreement:

a) Calendar Year 2017:

(1)	Non-Recyclable Trash/Bulk items collection Per Unit/per month	\$9.44
(2)	Recycling collection per Unit/per month	\$2.64
(3)	Monthly total per Unit	\$12.08

b) Calendar Year 2018 – 2021:

(1)	Non-Recyclable Trash/Bulk items collection Per Unit/per month	\$9.44 + CPI
(2)	Recycling collection per Unit/per month	\$2.64 + CPI
(3)	Monthly total per Unit	\$12.08 + CPI

CPI increases years 2018 – 2021: By October 1 of each year beginning in 2017 the contractor and city will negotiate the rate for the upcoming year (2018 – 2021). Rate increases are limited to CPI with a maximum of 2.65%. If the contractor requests an increase greater than 2.65% the city has the right to terminate the agreement and seek proposals from other haulers.

The above fees due the Contractor shall be paid by the City to the Contractor within thirty (30) Days after the end of each month for such month during the term of this Agreement. For each such month that fees are payable by the City to the Contractor, the Contractor shall submit a written invoice, having a form and categories of content satisfactory to the City, that itemizes (i) the fees attributable to the collection of Non-Recyclable Trash, (ii) the fees attributable to the collection of Recyclables, (iii) the fees attributable to the collection of Bulk Items, (iv) the total number of Units in each category receiving Collection services that month,

and (v) the tonnage collected in each category, based on weigh scale tickets (for full loads or estimated slips for partial loads). The Collection Services provided to the City under the provisions of above Paragraph no. 3 shall also be similarly and separately itemized in the invoice (except for separate tonnage amounts), but no fees shall be due to the Contractor for the same (per the provisions of Paragraph no. 3). Additionally, upon the request of the City, contractor shall prepare and deliver to the City such other written information and records regarding the Collection Services provided by Contractor under this Agreement. This shall include, but not be limited to, any such information needed by the City to comply with reports required of the City by other governmental bodies regarding the said Collection Services.

16. Number of Units. The specific number of Units receiving collection Services from the Contractor, and for which fees would then be payable by the City to the Contractor, shall be determined by the City for each calendar year during the term of this Agreement. Such determination shall be made by the City for each calendar year during the term of this Agreement, on or before the date of December 1 that precedes the calendar year in question. The number of Units so determined by the City for a calendar year shall remain constant throughout the entire calendar year for the purpose of calculating the fees due the Contractor for that year, notwithstanding any additions and/or deletions of Units receiving Collection Services during that calendar year. As described in above Paragraph No. 8, the Contractor shall immediately provide Collection Services to any new Units after the City notifies the Contractor of the same during the course of a calendar year, at no additional cost to the City during that calendar year. Any such new/added units, however, shall be added to the City's calculation of the total number of Units to receive Collection Services (and for which Contractor is then entitled to a fee) for the next calendar year during the term of this Agreement, provided the said new/added Units then still need Collection Services. It is the

express intent of the parties that, for each calendar year during the term of this Agreement, the monthly fees paid by the City to the Contractor shall be a constant amount, notwithstanding any fluctuations in the actual numbers of the Units receiving Collection Services from the Contractor during that calendar year.

17. Required Changes in Collection. In the event that during the term of this Agreement there is any change in the applicable laws, rules, codes, or regulations that mandates the collection of Non-Recyclable Trash, Bulk Items, and/or Recyclables in a manner significantly different from the manner in which the Contractor is then-presently providing its Collection Services under this Agreement, then the City and the Contractor shall, by mutual written agreement, amend this Agreement to adjust the compensation due the Contractor under this Agreement in a fair and equitable manner. Any such adjustment, however, shall be limited to the additional expenses required to be incurred by the contractor under the new change(s) to the said laws, rules, codes, or regulations.

18. Ownership of the Recyclables. The Recyclables shall be deemed owned by, and the personal property of, the Contractor, at the time the Recycling items are placed into the vehicle used by the Contractor to collect the same. All monies thereafter received by the Contractor as a result of the recycling (or other lawful disposition) of the Recyclables shall solely be the funds of the Contractor, for the Contractor's own use.

19. Disposal Costs. Any and all costs, expenses, fees, taxes, or similar charges imposed by (k) any applicable governmental body, or (ii) any third party having the lawful right to impose and exact the same (such as, but not limited to, the owner of a landfill site), shall be timely and fully paid by the Contractor as a part of its duties and obligations under this Agreement. Additionally, the fees paid by the City to the Contractor under this Agreement shall be deemed to be compensation for any of the foregoing costs, expenses, fees, taxes, or

similar charges that would otherwise be payable by the City (whether by law or otherwise), and the Contractor shall accordingly timely and fully pay the same on behalf of the City. The foregoing costs, expenses, fees, taxes, and similar charges shall expressly include, but not limited to, (i) all financial obligations incurred by Contractor in the lawful disposal of the Non-Recyclable Trash and Bulk items, such as “dumping fees” or “tipping fees”, and (ii) all financial obligations incurred by the Contractor in the transportation, storage, processing, and/or recycling of the Recyclables.

20. Insurance. During the term of this Agreement, the Contractor shall, at its own cost and expense, procure and maintain the following policies of insurance, issued by an insurer licensed by the State of Wisconsin for such purposes:

- a) Commercial general liability insurance (with the City named as additional insured), with a limit of liability of not less than Two Million Dollars (\$2,000,000.00) for each accident, providing coverage for personal injury, bodily injury (including death), and damage to property.
- b) Vehicular/automobile liability insurance (with the City named as an additional insured), with a limit of liability of not less than One Million Dollars (\$1,000,000.00) for each accident.
- c) An umbrella policy of insurance (with the City named as an additional insured), in an amount of not less than Five Million dollars (\$5,000,000.).
- d) A worker’s compensation policy of insurance, having limits and provisions required by the State of Wisconsin for compliance with its Worker’s Compensation laws.
- e) Employer’s liability insurance, with a limit of liability of not less than One Million dollars (\$1,000,000.00) per accident.

All of the policies of insurance described above shall be in a form, and have terms and provisions, satisfactory to the City. On or before December 1, 2016, the Contractor shall provide to the City a copy of all of the said insurance policies for review by the City. Additionally, each policy of insurance shall provide that in the event of a cancellation of any such policy for any reason whatsoever, the City shall be notified in writing by the insurer by mail at least Thirty (30) Days prior to any such cancellation.

21. Indemnification/Hold Harmless Agreement. Contractor hereby expressly agrees to indemnify and hold the City and its agents, consultants, officials, officers, and employees harmless from and against all claims, judgments, damages, penalties, fines, costs, or loss (including actual reasonable fees for attorneys and consultants) and liability of every kind and nature, for any injury (including death) or damage received or sustained by any person or entity in connection with, or on account of, the performance (or failure of performance) by Contractor, of the duties and obligations imposed upon contractor under this Agreement, except to the extent as such claims or liability arise by virtue of the negligent and/or intentional conduct on the part of the city or any of its agents, consultants, officials, officers, or employees.

22. Performance Bond. On or before the date of December 1, 2016, the Contractor shall, at its own cost and expense, file with the City a Performance Bond (the "Bond") in an amount of twenty five percent of the total annual contract cost, and having an effective date commencing on January 1, 2017, and an expiration date of December 31, 2017. Thereafter, the Contractor shall obtain and keep in force (i) a renewal Bond effective January 1, 2018, through December 31, 2018, and (ii) another renewal Bond effective January 1, 2019, through December 31, 2019 and (iii) another renewal Bond effective January 1, 2020, through December 31, 2020. The final bond for calendar year 2021 shall expire on December 31, 2021,

unless a legal action is then pending between the City and the Contractor and/or Bond company. The Bond shall be issued by a commercial Wisconsin-licensed bond company, shall have terms and provisions satisfactory to the City, and shall guarantee the full, complete, and proper performance by Contractor of the duties and obligations imposed upon Contractor under this Agreement (including, but not limited to, the Indemnification obligations contained in above Paragraph no. 21).

23. Failure of Performance. In the event a party to this Agreement fails to perform any of its duties or obligations imposed under this Agreement, the other party may give to the non-performing party a written notice of such failure of performance. The non-performing party shall then have a period of Ten (10) calendar days to cure any failure of performance with respect to the payment of money, and a period of Thirty (30) calendar days to cure any failure of performance other than the payment of money. The said 30-day time frame to cure the failure of performance (for other than the payment of money) shall be extended as reasonably necessary if (i) the remedial action required to cure the failure of performance reasonably requires additional time to remedy the failure, and (ii) the non-performing party commences the required remedial action within the said 30-day time period and then thereafter continues to diligently proceed, in good faith, with the required remedial action until the failure of performance is cured. If the non-performing party fails to comply with the steps described above, however, the non-performing party shall then be in default and in breach of this Agreement, and the other party shall then have available to it all of its rights and remedies available under the law, and additionally, the right to terminate this Agreement under the provisions of below Paragraph No. 25.

24. Term: The term of this Agreement shall be for Three (5) years, commencing at 12:01 a.m. on the date of January 1, 2017, and terminating at 11:59 p.m. on the date of December 31, 2021.

25. Termination of Agreement. This Agreement may be terminated in the following manner:

- a) By the mutual written agreement of the parties; and/or
- b) When and if a party becomes in default under this Agreement under the provisions of above Paragraph No. 23, the other non-defaulting party may give a written notice to the defaulting party of the termination of this Agreement, with the effective date of termination stated in the written notice; and/or
- c) When and if the Common council of the City of Burlington adopts, in its sole and absolute discretion, a resolution declaring that an emergency situation exists with respect to the collection of Non-Recyclable Trash and/or Bulk items and/or Recyclables in the City of Burlington, then the City may terminate this Agreement by giving a written notice of such termination to the Contractor, with the effective date of termination stated in the written notice.

26. Governing Law and Venue. This Agreement shall be governed, controlled, construed, and interpreted by and under the laws of the State of Wisconsin. The venue for any legal action pertaining to and/or arising under this Agreement shall solely and exclusively be Racine County Circuit Court in Racine County, Wisconsin.

27. Attorney Fees. In the event of a legal action arising under and/or pertaining to this Agreement, the prevailing party shall, in addition to any other relief or remedy granted by the court, be awarded its actual reasonable attorney fees incurred in the action.

28. Entire Agreement. All bid requests, bid proposals, negotiations, promises, discussions, understandings, and agreements heretofore made or had between the parties are merged in this Agreement, and this Agreement alone fully and completely expresses the final agreement of the parties.

29. Amendments. This Agreement shall not be modified or amended except in a written document signed by the City and Contractor, and then approved by the City of Burlington Common Council.

30. Notices. All notices or other communications required or permitted under this Agreement shall be in writing and delivered (i) personally, or (ii) by certified mail, return receipt requested, postage prepaid, or (iii) by a commercial overnight courier (such as Federal Express), or (iv) by facsimile or electronic mail transmission with a copy to follow by certified mail, return receipt requested, postage prepaid or by overnight courier, addressed as follows:

If to Contractor:

John's Disposal Service, Inc.  
107 County Road U  
Whitewater, Wisconsin 53190  
Attention: Brian Jongetjes, President

Telephone (262)473-4700  
Facsimile: (262)473-6775  
E-mail: [bjj@johnsdiposal.com](mailto:bjj@johnsdiposal.com)

If to the City:

City Administrator  
Burlington City Hall  
300 North Pine Street  
Burlington, Wisconsin 53105

Telephone: (262)342-1161  
Facsimile: (262)763-3474  
E-mail: [cwalters@burlington-wi.gov](mailto:cwalters@burlington-wi.gov)

All notices given in accordance with the terms hereof shall be deemed received (i) on the next business day if sent by a commercial overnight courier, (ii) on the same day if sent by facsimile or electronic mail before 3:00 p.m. (Central Standard Time) on a business day (Monday-Friday) (provided the supplemental notice described above is sent as soon as reasonably possible thereafter), (iii) on the date of actual receipt when sent by the United States Mail by certified mail with postage prepaid and return receipt requested, or (iv) on the date of service when delivered personally. Either party hereto may change the address for receiving notices or other communications by notice sent in accordance with the terms of this Agreement. Holidays recognized and observed by the federal government shall not be deemed a "business day" for the purpose of giving or receiving notice.

31. Assignments. The rights, duties, and obligations of each party to this Agreement may not be assigned or transferred to any third party without the prior written consent of the other party, which consent the other said party may grant or deny in its sole discretion. In the event of such a permitted assignment or transfer, however, the assignee party shall first execute and deliver to the City a written agreement obligating the assignee party to fully and timely perform all of the duties and obligations imposed upon the Contractor under this Agreement, and contractor shall continue to be liable under this Agreement for the full and timely performance of its duties and obligations under this Agreement, whether performed by Contractor or the assignee party.

32. Special Provisions.

- a) Pickup Refusal. Contractor shall keep a written record of the address(es) where the Collection Service is refused by the Contractor to the resident, and give a

written notice of the same to the resident and the City the same day as the refusal. The notice shall have a form and content satisfactory to the City, and shall, among other information, include the date and time of the refusal, the name and address of the resident making the refusal, and any known explanation for the refusal.

b) Contractor's Office. Contractor shall, during the term of this Agreement:

- (1) Maintain an office where Contractor may be contacted directly by the City personnel and/or members of the public; and
- (2) Have a local telephone number that may be used for the same purpose described in above Subsection (1); and
- (3) Have the office equipped with sufficient staff and sufficient telephones, such that a responsible employee of Contractor may be contacted in person or by telephone by the City personnel or the public during the collection hours of 7:00 a.m. to 5:00 p.m. Monday through Friday, except during a holiday.
- (4) Contractor's employee/representative shall be available, as described above, to receive and respond to, in a polite and professional manner, any inquiries or complaints regarding the Collection Services provided by Contractor under this Agreement. The City will publish the telephone number and address of the office used by Contractor for these purposes.
- (5) In the event Contractor wishes to publish or distribute ads, leaflets, brochures, pamphlets, or other information or materials to the residents of the City regarding the Collection Services being provided by

Contractor, Contractor shall first get the written approval of the City for the same.

(6) Contractor shall provide to the City a separate telephone number that will enable City staff to contact a responsible employee/representative of Contractor 24-hours a day, throughout every day (including holidays) during the term of this Agreement. The City shall not give out this telephone number to the general public.

c) Possible Truck Rental. The City may wish to rent from Contractor up to two (2) refuse-collection trucks, during the months of September, October, and November in one or more calendar years during the term of this Agreement, to be used for leaf collection. If so desired by the City, the parties shall negotiate such a rental arrangement, and if there is a mutual agreement regarding the same, the rental arrangement shall be memorialized and finalized through a separate written agreement.

IN WITNESS WHEREOF, this Agreement has been executed effective as of the date  
and year first written above.

CITY:  
City of Burlington, Wisconsin

CONTRACTOR:  
John's Disposal Service, Inc.

By: \_\_\_\_\_  
By: \_\_\_\_\_  
Jeannie Hefty  
Mayor

Brian Jongetjes  
President

Attest:  
Diahm Halbach  
City Clerk

<b>2017</b>	<b>Units</b>	<b>Rate</b>	<b>Per month</b>	<b>Per year</b>
	3206	\$12.26	\$39,305.56	\$471,666.72

*If the City accepts our contract extension - we are offering a \$0.18 per unit discount for 2017 list*

<b>2017</b>	<b>Units</b>	<b>Rate</b>	<b>Per month</b>	<b>Per year</b>	<b>Total Savings</b>
	3206	\$12.08	\$38,728.48	\$464,741.76	\$6,924.96

<b>2018</b>	<b>Units</b>	<b>CPI %</b>	<b>Rate</b>	<b>Per month</b>	<b>Per year</b>
	3206	2%	\$12.32	\$39,503.05	\$474,036.60

<b>2019</b>	<b>Units</b>	<b>CPI %</b>	<b>Rate</b>	<b>Per month</b>	<b>Per year</b>
	3206	2%	\$12.57	\$40,293.11	\$483,517.33

<b>2020</b>	<b>Units</b>	<b>CPI %</b>	<b>Rate</b>	<b>Per month</b>	<b>Per year</b>
	3206	2%	\$12.82	\$41,098.97	\$493,187.67

<b>2021</b>	<b>Units</b>	<b>CPI %</b>	<b>Rate</b>	<b>Per month</b>	<b>Per year</b>
	3206	2%	\$13.08	\$41,920.95	\$503,051.43



**DATE:** January 3, 2017

**SUBJECT: ORDINANCE 2014(10)** Consideration for approval of a text amendment to Ch. 315-27, Garbage in the B-2 District.

**SUBMITTED BY:** Jim Bergles, Public Works Director and Gregory Guidry, Building Inspector

**PROJECT/SCOPE:**

Currently, the B-2, Central Business District does not have language in the Municipal Code requiring property owners to supply a dumpster or garbage receptacle for trash, as the B-2a, Central Business Transition District or B-1, Neighborhood Business Districts do. The Department of Public Works has received several complaints that residents in the downtown area are placing their trash at the curb without being in a receptacle several days prior to their scheduled weekly pick-up. This ordinance would stop this aesthetic issue of trash on the curb in our downtown district with both commercial and mixed commercial buildings, and align the B-2 District requirements for trash to be placed in a dumpster, or garbage receptacle, as required in the B-2a District. This is not without specific challenges since the B-2 District allows zero setbacks in regards to the lot lines. For example, this requirement may need to be reviewed on a case by case basis in order for the ordinance to be enforced.

This proposed amendment went before the Plan Commission on November 8 with much discussion. After receiving feedback from the Commissioners and several business owners, the ordinance was tabled to the December 13<sup>th</sup> meeting. Staff incorporated the recommended changes into the draft ordinance as indicated in red on the attached ordinance.

Further, an additional text amendment has been drafted for Ch. 265-3(A), "Refuse Disposal", that references residential units within a commercial building shall be considered commercial. This amendment would require owners/tenants of mixed-use buildings to secure their own solid waste and recycling collection contractor, as opposed to utilizing city services.

**ZONING:**

B-2, Central Business District

**RECOMMENDATION:**

Staff recommends approval of this text amendment

**TIMING/IMPLEMENTATION:**

This item was discussed at the December 20, 2016 Committee of the Whole meeting with a Public Hearing the same evening and is scheduled for final consideration at the January 3, 2017 Common Council meeting.

**AN ORDINANCE AMENDING SECTION 315-27 TITLED "B-2 CENTRAL BUSINESS DISTRICT" OF THE CODE OF THE CITY OF BURLINGTON CREATING TRASH DUMPSTER AND GARBAGE RECEPTACLE REQUIREMENTS**

**NOW THEREFORE BE IT ORDAINED** by the Common Council of the City of Burlington as follows:

I. Chapter 315-27 of the Code of Burlington, Racine and Walworth Counties, Wisconsin, entitled "B-2 Central Business District", is hereby amended as follows:

L. Trash dumpster and garbage receptacles (trash and garbage storage). The following requirements shall be met for trash dumpsters and garbage receptacles in the B-2 Central Business District:

1. Trash dumpster and garbage receptacles ~~enclosures~~ required. All garbage cans, trash dumpsters, trash containers, and other storage devices situated on any property shall be closed containers with lids and shall be concealed or suitably screened from public view.
2. Trash dumpster and garbage receptacle maintenance required. All garbage cans, trash containers, and other garbage storage devices shall be emptied and the contents thereof properly disposed of in a timely manner not less than once every fourteen days and kept litter-free ~~disposed of not less than once every seven days. Refuse or recyclable material that has been scattered by wind, animals or vandals is the responsibility of the resident and owner.~~
3. Unenclosed storage of trash or waste prohibited. No portion of the lot shall be used for open or unenclosed storage of trash or waste of any kind.
4. Trash dumpster and garbage receptacle location in off-street parking space or drive is prohibited. No trash dumpster or other trash or waste receptacle shall be permitted in any off-street parking space or drive.
5. Paved surface slab ~~required~~. All trash dumpsters and garbage receptacles shall be placed upon a paved surface slab.
6. Adequate size to accommodate recycling materials. All trash dumpster and garbage receptacle areas shall be of an adequate size to accommodate the storage of materials to be recycled.
7. Building permit required for the construction of garbage, trash, waste, and dumpster enclosures. A building permit shall be required for the construction of any garbage, trash, waste, or dumpster enclosure.

II. It is further ordained that the application of this ordinance shall be effective after its

passage and publication as required by law.

III. All other provisions as contained in Chapter 315 of the Municipal Code of the City of Burlington shall continue and in full force and effect.

Introduced: December 20, 2016

Adopted:

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Jeannie Hefty, Mayor

Attest:

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Diahnn Halbach, City Clerk



**DATE:** January 3, 2017

**SUBJECT:** ORDINANCE 2015(11) to amend Chapter 265-3A, "Refuse Disposal" of the Code of the City of Burlington

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

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**PROJECT/SCOPE:**

While revising Ch. 315-27, Refuse and Recycling requirements in the B-2 District, it was recognized that "mixed-use" buildings were not identified in either the refuse disposal section of the code, nor within the zoning section. Mixed-use refers to buildings that contain commercial units, as well as residential units. A majority of the downtown buildings are mixed-use. This ordinance seeks to specifically identify mix-use buildings as commercial, even if there are residential units within the building.

This ordinance amendment will affect six properties in the downtown district, as the said properties are receiving City collection services even though they have a first floor commercial unit. Local contractors were reached to get an estimate of what refuse and recycling collection service would cost the building owners to contract their own service. It is estimated the monthly cost for a two-yard dumpster would be \$33 for once a month collection, \$48 for twice a month collection and \$76 for once a week collection.

Staff has been unable to find record indicating why the six properties have received City collection services for years. It is suspected that it originated due to the lack of alley space for the properties; however, that is speculation at this point. Upon adoption of this ordinance, building owners for the six properties would be properly notified of the changes and given sufficient time to seek services of their own.

**BUDGET/FISCAL IMPACT:**

Upon adoption of this amendment and proper notification of building owners, the six properties would be removed from the City's contract with John's Disposal. Cost savings to the City would be roughly \$3,769 for 2017.

**RECOMMENDATION:**

Staff recommends approval of this text amendment

**TIMING/IMPLEMENTATION:**

This item was discussed at the December 20, 2016 Committee of the Whole meeting with a Public Hearing the same night and is scheduled for final consideration at the January 3, 2017 Common Council meeting.

**ATTACHMENTS:**

Ordinance

**AN ORDINANCE TO AMEND CHAPTER 265-3(A), "REFUSE DISPOSAL" OF  
THE CODE OF THE CITY OF BURLINGTON**

- I. Chapter 265-3 of the Code of the City of Burlington, Racine County, Wisconsin, "Refuse Disposal" is hereby amended as follows:

Household solid waste. All residences located in any area in which refuse collection is done by the City or approved contractors shall have sufficient container capacity to accommodate their normal volume of solid waste between collections. All refuse shall be collected from every residential dwelling of four units or fewer at least once per week. Residential units developed within a commercial development shall be considered commercial. Refuse and recyclable material are to be collected from the residences at the street curb or behind residences where City alleys exist.

- II. It is further ordained that the application of this ordinance shall be effective after its passage and publication as required by law.
- III. All other language as contained in Chapter 50 of the Municipal Code of the City of Burlington shall remain without change and in full force and effect.

Introduced: December 20, 2016  
Adopted:

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Jeannie Hefty, Mayor

Attest:

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Diahnn Halbach, City Clerk



**COMMON COUNCIL**

**ITEM NUMBER: 14C**

**DATE:** January 3, 2017

**SUBJECT:** ORDINANCE 2016(12) to consider amending the Racine County Multi-Jurisdictional Comprehensive Plan for property located at 672 W. State Street from Commercial to Governmental and Institutional.

**SUBMITTED BY:** Gregory Guidry, Building Inspector and Zoning Administrator

**BACKGROUND/HISTORY:**

The Racine County Multi-Jurisdictional Comprehensive Plan was implemented by state statute on January 1, 2010. Upon review of a rezone request from Faith Chapel Evangelical Free Church to rezone property at 672 W. State Street, it was determined a plan amendment was also required. Per the Comprehensive Plan, 672 W. State Street is listed as "Commercial" and would not be consistent with the requested zoning change from B-1, Neighborhood Business District to I-1, Institutional District. As such, an amendment from "Commercial" to "Governmental and Institutional" is necessary to be compliant.

Plan Commission recommended approval of this amendment as Resolution 23 at their November 8, 2016 meeting.

The process of a Comprehensive Plan Amendment begins with a Plan Commission recommendation. From there a 30 day waiting period will occur in which surrounding communities are notified of a Public Hearing. Following the Public Hearing the Common Council will consider the amendment and make it part of permanent record if approved. Racine County will amend the land use plan yearly with any updates or amendments.

**BUDGET/FISCAL IMPACT:**

N/A

**RECOMMENDATION:**

The Plan Commission and City Staff recommend approval of this amendment to the Racine County Multi-Jurisdictional Comprehensive Plan as it is a valuable resource for the community.

**TIMING/IMPLEMENTATION:**

This item was discussed at the December 20, 2016 Committee of the Whole meeting with a Public Hearing scheduled the same night and is for final consideration at the January 3, 2017 Common Council meeting.

**ATTACHMENTS:**

Ordinance

Map

**ORDINANCE AMENDING THE RACINE COUNTY MULTI-JURISDICTION  
COMPREHENSIVE PLAN FOR THE CITY OF BURLINGTON, WISCONSIN FOR  
672 W. STATE STREET**

The City Common Council of the City of Burlington, Wisconsin, do ordain as follows:

**Section 1.** On July 21, 2009, the City of Burlington adopted, as Ordinance No. 1890(11) a comprehensive plan (the "Plan") pursuant to the provisions of Sections 62.23(3)(b) and 66.1001 of the Wisconsin Statutes, such Plan being formally titled "A Multi-Jurisdictional Comprehensive Plan for the City of Burlington, Wisconsin."

**Section 2.** Sections 62.23(3)(b) and 66.1001(4) of the Wisconsin Statutes allows the Plan to be amended, from time to time, by the City of Burlington under and pursuant to the provisions and procedures contained in such Sections 62.23(3)(b) and 66.1001(4).

**Section 3.** The City of Burlington wishes to so amend the Plan as expressly described below (the "Plan Amendment") and the procedures specified on Sections 62.23(3)(b) and 66.1001(4) of the Wisconsin Statutes for the Plan Amendment have been fully complied with by the City of Burlington.

**Section 4.** The Plan Amendment pertains to the real property (the "Real Property") located in the City of Burlington and which is more specifically described in attached Exhibit A, such Exhibit A being hereby incorporated herein by reference.

**Section 5.** The Common Council held a public hearing on said amendment on December 20, 2016 and which public hearing was properly noticed by a Class 1 notice under Chapter 985 of the Wisconsin Statutes and was duly published at least thirty (30) days before the public hearing was held.

**Section 6.** The City of Burlington Common Council hereby finds and determines based, in part, upon the City Plan Commission's recommendation and Plan Commission Resolution Number Twenty-Three dated November 8, 2016 that:

- a) The Comprehensive Plan Amendment is consistent with the goals, objectives, and policies of the Plan.
- b) The Plan Amendment will not lead to any detrimental environmental effects.
- c) The Plan Amendment is compatible with surrounding land uses.
- d) The Comprehensive Plan Amendment will not overburden existing local and county facilities and services and such facilities and services are adequate to serve the type of development associated with the Plan Amendment.
- e) The Comprehensive Plan Amendment will enhance economic development within the City and County.
- f) The Comprehensive Plan Amendment is in substantial agreement with the recommendations of the regional land use plan.

**Section 7.** The Comprehensive Plan is accordingly hereby amended by the adoption of the following Plan Amendment: "Real Property (described in attached Exhibit A) be changed from its current land use designation of "Commercial" in the Plan to the new land use designation of "Governmental and Institutional" in the Land Use Plan Element and Land Use Plan Map for the year 2035 of the City's Comprehensive Plan.

**Section 8.** This ordinance shall take effect upon passage by a majority vote of the members-elect of the City of Burlington Common Council and publication or posting as required by law.

Introduced: December 20, 2016

Adopted:

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Jeannie Hefty, Mayor

Attest:

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Diahnn Halbach, City Clerk

## EXHIBIT A

### Legal Description

206-03-19-31-012-130

672 W. State Street

THAT PART OF THE SOUTHWEST  $\frac{1}{4}$  OF SECTION 31, TOWNSHIP 3 NORTH, RANGE 19 EAST, BOUNDED AS FOLLOWS: BEGINNING IN THE CENTER OF SAID SECTION 31, SAID POINT MARKS PLACE OF BEGINNING OF PARCEL OF LAND HEREINAFTER DESCRIBED; RUN THENCE NORTH  $87^{\circ} 58'$  WEST ALONG EAST AND WEST  $\frac{1}{2}$  SECTION LINE 125.00 FEET TO CONCRETE MONUMENT; THENCE SOUTH  $1^{\circ} 44'$  WEST 957.13 FEET TO CROSS CUT IN PAVEMENT IN CENTER OF STATE TRUNK HIGHWAY 36; THENCE NORTH  $81^{\circ} 18'$  EAST ALONG CENTER LINE OF SAID HIGHWAY 127.10 FEET TO CROSS CUT IN PAVEMENT; THENCE NORTH  $1^{\circ} 44'$  EAST ALONG NORTH AND SOUTH  $\frac{1}{2}$  SECTION LINE 933.46 FEET TO THE PLACE OF BEGINNING, CONTAINING 2.7126 ACRES OF LAND MORE OR LESS. SAID LAND BEING IN THE CITY OF BURLINGTON, COUNTY OF RACINE AND STATE OF WISCONSIN.



**STAFF REPORT  
COMPREHENSIVE LAND USE PLAN AMENDMENT  
CITY OF BURLINGTON**

**Date:** November 9, 2016

**Report Prepared By:** Megan E. Johnson, Director of Administrative Services

**Property Address:** 672 W. State Street

**Parcel Number:** 05-206-03-19-31-012-130

**Property Owner:** Spiegelhoff Development, LLC, 651 S. Browns Lake Drive, Burlington, WI 53105

**Applicant:** Jeffery Erickson, Faith Chapel Evangelical Free Church, 141 Westridge Ave, Burlington, WI

**Date of Public Hearing:** December 20, 2016, 6:30 p.m. at 224 E. Jefferson Street

**Action Requested:** To change the Multi-Jurisdictional Comprehensive Plan from Medium Density Residential to Commercial for the subject property.

**Summary:** Jeffery Erickson on behalf of Faith Chapel Evangelical Free Church has petitioned to rezone property at 672 W. State Street within city zoning district classifications however it was determined a Comprehensive Plan amendment was also required. Per the Comprehensive Plan, 672 W. State Street is listed as Commercial and would not be consistent with the requested city zoning change from B-1 Neighborhood Business District to I-1, Institutional District. As such, an amendment from “Commercial” to “Governmental and Institutional” is necessary to be compliant.

**Existing Comprehensive Plan Zoning:** Commercial.

**Surrounding Zoning Comprehensive Plan Zoning:** Commercial Zoning to the west, Medium Density Residential to the north; Medium Density Residential, High Density Residential and Governmental and Institutional to the east; and Town of Burlington Residential-Unsewered to the south.

**Existing Land Use:** This property currently contains a single-family residential dwelling formerly used as an office by Spiegelhoff Development.

**Surrounding Land Use:** Single-Family residential units to the north and east, Multi-Family apartments and a church to the east, a commercial business to the west and southeast.

**Parcel Size:** 2.7126 acres More or Less.

**Relevant Criteria:**

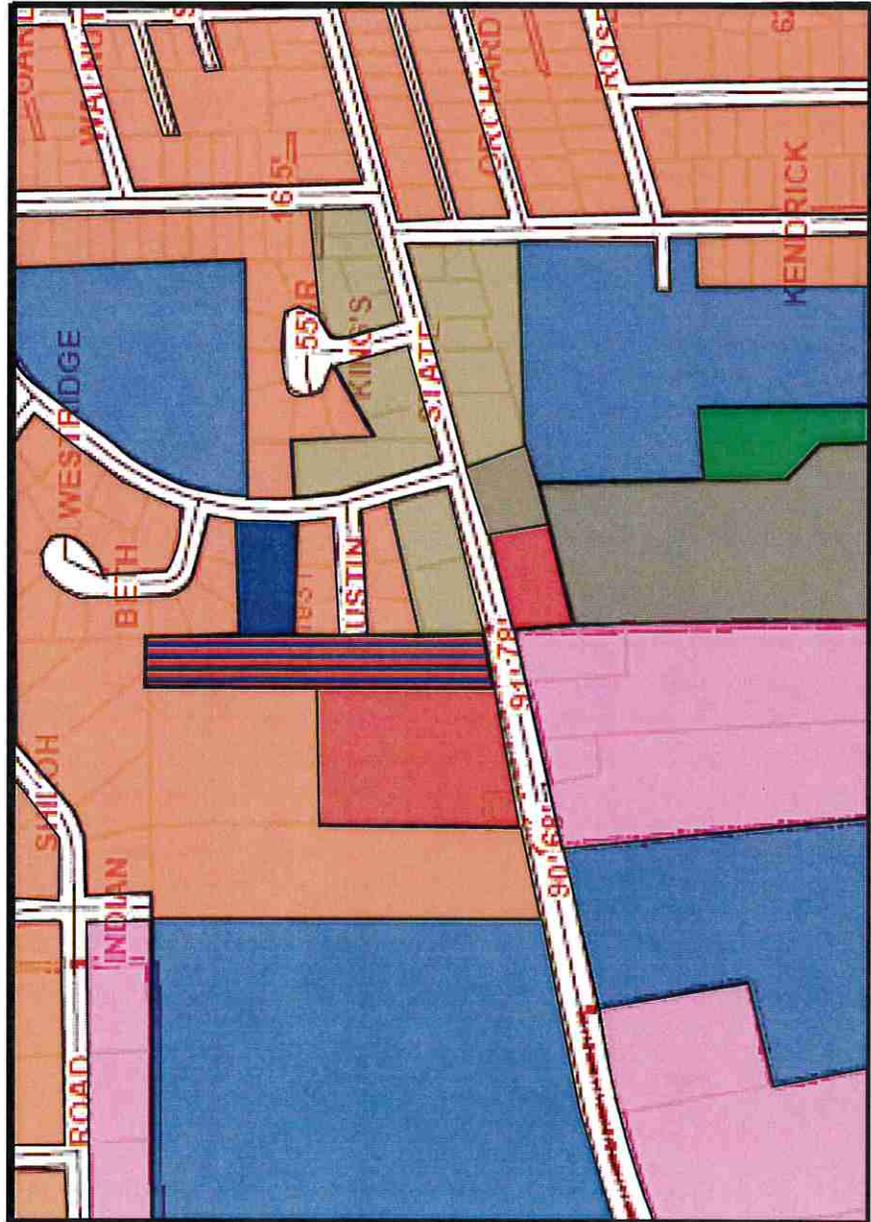
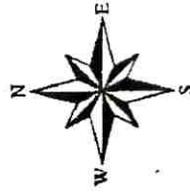
The City of Burlington Plan Commission hereby finds and determines that:

- a) The Plan Amendment is consistent with the goals, objectives, and policies of the Plan.
- b) The Plan Amendment will not lead to any detrimental environmental effects.
- c) The Plan Amendment is compatible with surrounding land uses.
- d) The Plan Amendment will not overburden existing local and County facilities and services and such facilities and services are adequate to serve the type of development associated with the Plan Amendment.
- e) The Plan Amendment will enhance economic development within the City and County.
- f) The Plan Amendment is in substantial agreement with the recommendations of the regional land use plan.

**Recommendation of Plan Commission:** Recommendation was given by the Plan Commission on November 8, 2016 by approval of Plan Commission Resolution No. 23.

**Next Step:** A Public Hearing is scheduled before the Common Council on December 20, 2016; scheduled for discussion among the Common Council at the Committee of the Whole meeting on December 20, 2016; and scheduled for consideration by the Common Council on January 3, 2017.

**Multi-Jurisdictional Comprehensive Plan Amendment  
 672 W. State Street, Burlington, WI 53105  
 From Commercial to Governmental/Institutional**



KEY	
	Subject Property
	High-Density Residential
	Medium-Density Residential
	Commercial
	Gov't /Institutional
	Recreational
	Town of Burlington