



**AGENDA**  
**COMMITTEE OF THE WHOLE**  
**Tuesday, February 7, 2017 at 6:30 p.m.**  
**Common 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  
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 Bob

1. Call to Order – Roll Call
2. Citizen comments
3. Approval of minutes for January 17, 2017 (*T. Preusker*) ..... *pg. 3*
4. **Topic: Discussion** – regarding possible City sponsored special events in 2017, specifically:
  - Fall Festival
  - Ice Festival
  - Community Block Party
  - Clue Scouting*(No Cover Sheet)*
5. **Topic: Discussion** – to discuss thoughts and opinions regarding implementing an At-Large Council. This item is for discussion only. .... *pg. 7*
6. **Topic: Resolution 4812(31)** to consider approving a contract extension for a term of three years with John’s Disposal for refuse and recycling collection services. This item is scheduled for final consideration at the February 21, 2017 Common Council meeting. .... *pg. 17*
7. **Topic: Resolution 4818(37)** – To consider approving a preliminary resolution declaring intent to exercise special assessment powers under §66.0703, Wisconsin Statutes, for reconstruction of sidewalks at various locations. This item is scheduled for final consideration at the February 21, 2017 Common Council meeting. .... *pg. 39*
8. **Topic: Resolution 4819(38)** – to consider approving a preliminary resolution declaring intent to exercise special assessment powers under §66.0703, Wisconsin Statutes, for the installation of municipal sanitary sewer on the east side of South Pine Street from 928 S. Pine to 1008 S. Pine. This item is scheduled for the February 21, 2017 Common Council meeting for final consideration. .... *pg. 42*

*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.*

- 9. **Topic: Resolution 4820(39)** - to consider Task Order Number 101, with Kapur and Associates, for Engineering Services regarding the City of Burlington Municipal Landfill. This item is scheduled for the February 21, 2017 Common Council meeting for final consideration. .... *pg. 44*
  
- 10. **Topic: Resolution 4821(40)** – To consider authorizing fee assessments for Weights and Measures license holders from July1, 2015 through June 30, 2016. This item is scheduled for the February 21, 2017 Common Council meeting for final consideration. .... *pg. 49*
  
- 11. **Topic: Motion 17-862** – to consider approving a Lease Agreement with Baseball 2000 for the operation of Beaumont Field from December 1, 2016 to November 30, 2018..... This item is scheduled for the February 21, 2017 Common Council meeting for final consideration. ....*pg. 54*
  
- 12. **Topic: Motion 17-863** – to consider approving a Memorandum of Understanding with Baseball 2000 for the new netting and backstop at Beaumont Field. This item is scheduled for the February 21, 2017 Common Council meeting for final consideration. .... *pg. 60*
  
- 13. **Topic: Motion 17-864** – to consider approving a new snowmobile trail starting at the AmericInn at 2709 Browns Lake Road, north to the City of Burlington limit. The trail will operate along the east side of Browns Lake Road for 95’ and then enter into the Village of Rochester. This item is scheduled for the February 21, 2017 Common Council meeting for final consideration. .... *pg. 64*
  
- 14. **Adjourn** (*T. Bauman*)

*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.*



**COMMITTEE OF THE WHOLE**

**ITEM NUMBER: 3**

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**DATE:** February 7, 2017

**SUBJECT:** January 17, 2017 Committee of the Whole Minutes

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

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**BACKGROUND/HISTORY:**

The attached minutes are from the January 17, 2017 Common Council meeting.

**BUDGET/FISCAL IMPACT:**

N/A

**RECOMMENDATION:**

Staff recommends approval of the attached minutes from the January 17, 2017 Committee of the Whole meeting.

**TIMING/IMPLEMENTATION:**

This item is scheduled for final consideration at the February 7, 2017 Common Council meeting.

**ATTACHMENTS:**

Committee of the Whole Minutes



**CITY OF BURLINGTON**  
**Committee of the Whole Minutes**  
**Jeannie Hefty, Mayor**  
**Diahnn Halbach, City Clerk**  
**Tuesday, January 17, 2017**

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

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

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

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

**2. Citizens Comments and Questions**

There were none.

**3. Approval of Minutes from January 3, 2017**

A motion was made by Alderman Vos with a second by Alderman Dawidziak to approve the minutes from January 3, 2017. With all in favor, the motion carried to approve the minutes.

**4. Topic: Resolution 4814(33) to consider approving the 2017 contract with Racine County Economic Development Corporation (RCEDC).**

Jenny Trick, RCEDC, provided a brief presentation of the year in review as well as goals and plans for 2017. Trick said activities that were accomplished in 2016 included Community Development Assistance which involved developing an “At a Glance” Community Profile for Burlington, developing Recruitment Proposals for Priority Sites, Existing Business Growth Support, and a Downtown Strategic Plan. Trick stated that Business Retention and Expansion and Business Financing Assistance helped to assist WIN Properties with a grant for renovation of the new Mercantile, as well as Musicology and Fox Crossing Phase II. Trick added that through Business Recruitment and Marketing, RCEDC was able to help bring Applied Material Solutions to the City of Burlington.

**5. Topic: Resolution 4815(34) to consider approving a proposal from Midwest Netting Solutions for updating and enhancing the netting system at Beaumont Field.**

Jim Bergles introduced the topic and provided some background history on Baseball 2000 and their relationship with the City of Burlington. Bergles explained that Baseball 2000 is the controlling board for Beaumont Field, which was organized by the City of Burlington Park Board and their purpose is to maintain Beaumont Field. Bergles stated that the backstop and safety netting has fallen into major disrepair, and per the agreement between the City and Baseball 2000, the City would front the cost of repairs and Baseball 2000 would repay 25% of the costs over a five year

period. Baseball 2000 has acquired bids from three netting contractors and is recommending replacement of the netting and backstop by Midwest Netting Solutions before the 2017 baseball season begins.

Alderman Vos asked if the money would come out of the Park Board funds. Bergles responded that the money has already been approved and budgeted for in the Park Board funds.

Alderman Schultz asked to see a copy of the agreement between the City and Baseball 2000. Walters responded that the current contract expired in November and is in the process of being finalized and is currently in the hands of Baseball 2000 awaiting approval and signatures. Walters further clarified that there are two separate agreements – an agreement with Baseball 2000 that clarifies roles and responsibilities of each of the groups and there is also an agreement, which is the MOU, that ensures the 25% of costs is paid back to the City.

Tyson Fettes further explained that the MOU basically states that the City is responsible for the exterior, such as lights, netting, backstop, etc., while Baseball 2000 is responsible for the inside of the park, such as dirt on the mound or improvements to the infield, of which separate funds are raised. Fettes added that because Baseball 2000 sees a need for this netting project, they wanted to be a partner at the table and help expedite the process by contributing 25% of the project to help offset the costs from the City.

Alderman Schultz wanted to be clear that this division of responsibilities had already been clarified in a previous agreement, that this wasn't something new, and is just a continuation of prior policy. Fettes responded that this has been a part of the agreement since its inception in 2000 and very little has changed over the years. Fettes added that in a previous MOU, Baseball 2000 had agreed to pay back 25% of the cost for new lights that were added to Beaumont Field, which was to be paid back over a ten year period, but was paid back within five and that the goal for this project is to raise enough funds to pay the City back in less than five years.

- 6. Topic: Resolution 4816(35)** to consider authorizing city officials to execute a Landlord's Release and Consent to Johnson Bank for the benefit of DNR Investments, LLC for an airport hangar building at 988 Bravo Taxiway.

Attorney Bjelajac explained that he has reviewed the agreement and all this does is give the lender a clear legal opportunity to obtain the 2,800 square foot pole building and/or other improvements on this property in the event DNR Investments, LLC were to default on their loan and that it does not allow Johnson Bank to gain interest or place a lien on the Airport property that is being leased from the City.

- 7. Topic: Resolution 4817(36)** to consider approving approving Task Order Number 103, with Kapur and Associates, for Engineering Services regarding the 2017 Street and Sidewalk Improvement Program and associated utility improvements.

Tom Foht, Kapur & Associates, explained that the 2017 Street and Sidewalk Improvement program includes the reconstruction of Kendall Street, from W. State Street to W. Chestnut Street, plus the annual sidewalk reconstruction program.

Alderman Schultz stated that this references the fact that all lead water services are being replaced from the main to the curb stop, which implies that there are lead services and wanted to know more about lead and water in the City of Burlington. Bergles responded there are approximately 22 services on Kendal Street that are lead, however, Burlington has passed all lead tests and only contains an extremely low level of lead. Owners of those properties will be

notified via letter ahead of time of the work to be done. If owners choose to keep their lead lines, it will be recommended they use a filter for the first couple of months to avoid any lead particles that may enter the water due to the work being done. Bergles also added, it will be recommended to owners to remove the lead and have the entire line replaced.

8. **Topic: Ordinance 2017(13)** to consider creating Section 119-5(B)(2)(a), “Floodplain Official Maps” of the Municipal Code.

Greg Governatori, Kapur & Associates, explained that the DNR recently approved the City of Burlington’s dam failure analysis; however, as a result, gave the dam a High Hazard rating due to the lack of floodplain zoning within the hydraulic shadow downstream of the dam. As part of the Dam Safety reduction, from High to Substantially-High, the required zoning overlay district map must be adopted and incorporated in the City’s floodplain/shoreland zoning ordinance.

Alderman Ekes asked how many homes would be added to the flood plain. Governatori responded that no homes or properties are affected by this and the map essentially stays the same.

Bergles added that in addition to adopting the hydraulic shadow into the zoning overlay district map, the City must also ensure stop logs are functional to exercise the dam by June 2017, and by November 2017, the City must complete concrete repairs, appropriate signage and remove overgrown vegetation from the concrete walls. Bergles also stated that that dam is due to be rebuilt in 2025.

9. **Topic: Ordinance 2018(14)** to consider repealing and recreating Chapter 270, “Stormwater Management” of the Municipal Code.

Bergles explained that this ordinance is a text amendment needed to meet the requirements of the MS4 permit. There was no further discussion.

10. **Topic: Ordinance 2019(15)** to consider creating Chapter 271, “Storm Sewer Illicit Discharge and Connection” in the Municipal Code.

Bergles explained that this ordinance is a text amendment needed to meet the requirements of the MS4 permit. There was no further discussion.

11. **Topic: Ordinance 2020(16)** to consider repealing and recreating Chapter 148 “Construction Site Erosion” in the Municipal Code.

Bergles explained that this ordinance is a text amendment needed to meet the requirements of the MS4 permit. There was no further discussion.

12. **Adjourn**

A motion was made by Schultz with a second by Grandi to adjourn the meeting. With all in favor, the meeting adjourned at 7:07 p.m.

Minutes respectfully submitted by:

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Diahnn C. Halbach  
City Clerk  
City of Burlington



**DATE:** February 7, 2017

**SUBJECT: DISCUSSION** – to discuss thoughts and opinions regarding the possibilities of implementing an At-Large Council. This item is for discussion only.

**SUBMITTED BY:** Carina Walters, City Administrator / Diahnn Halbach, City Clerk

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**BACKGROUND/HISTORY:**

Due to the City having a difficult time identifying Council/Committee replacements, Alderman Schultz asked about the possibility of having At-Large election seats. Attorney Bjelajac has completed the initial research with respect to At-Large Common Council Elections. At-large by definition is a designation for members of a governing body who are elected or appointed to represent the whole membership of the city versus district. Prior to moving any further in the process. Staff was asked to identify what the process was to perhaps change the City's charter ordinance to allow this type election scenario. John has verified that the Common Council has 3 options to in order to possibly change the Charter Ordinance.

**Option #1** - The Common Council can adopt a modified Charter Ordinance; however, it would take 60 days to go into effect. The 60 day waiting period is to allow any petitioner sufficient time to file paperwork indicating the process should go through a referendum.

**Option #2-** The Common Council can adopt the Charter Ordinance and then hold a referendum.

**Option #3-** The Common Council does not adopt the Charter Ordinance; however, move forward with a referendum.

For your convenience, we have also added material from the League of Wisconsin Municipalities and process for your review.

Based on the initial process outlined above, does the Council want to pursue the At-Large Council seats?

**BUDGET/FISCAL IMPACT:**

N/A

**RECOMMENDATION:**

For discussion only

**TIMING/IMPLEMENTATION:**

This item is for discussion at the February 7, 2017 Committee of the Whole meeting

**ATTACHMENTS:**

Municipal Elections  
Feedback from Municipalities with an At-Large Council  
League of Municipalities FAQ  
State Statutes

## Municipal Elections

The form of municipal elections varies from city to city, with three common variations: some cities elect their local representatives by at-large elections, some by district and some have both, called a mixed system.

The election system of a given city is determined by the nature of the council members' constituency and by the presence or absence of party labels on the ballot (see [Partisan vs. Non-partisan Elections](#)). With regard to the first feature, there are two types of constituencies for city council members -- at-large and district.

### At-Large

All at-large members are elected to serve the same constituency, which is the population of the city as a whole. At-large election proponents favor having council members elected by the entire city because:

- Council members in an at-large system can be more impartial, rise above the limited perspective of a single district and concern themselves with the problems of the whole community.
- Vote trading between councilmembers is minimized.
- Better-qualified individuals are elected to the council because the candidate pool is larger.

However, at-large elections can weaken the representation of particular groups, especially if the group does not have a citywide base of operations or is an ethnic or racial group concentrated in a specific ward.

Nearly two-thirds (64 percent) of all municipalities use at-large elections in some way. At-large elections tend to be more popular in small cities and more affluent areas.

### District

These elections select a single council member from a corresponding geographical section of the city, called a district or ward. District election proponents favor having council members elected to represent individual wards because:

- District elections give all legitimate groups, especially those with a geographic base, a better chance of being represented on the city council, especially minority groups. Several court decisions have forced jurisdictions to switch from at-large elections to district elections, and in most cases the reason was to allow more representation by specific ethnic and racial groups (see: Springfield, IL, 1987 and Dallas, TX, 1990; see also amendments by the U.S. Congress to the Voting Rights Act, 1982).
- District councilmembers are more sensitive to the small but important problems of their constituents, like waste disposal.
- District elections may improve citizen participation because councilmen who represent a specific district may be more responsive to their constituency.

However, councils elected by district elections may experience more infighting and be less likely to prioritize the good of the city over the good of their district.

Only 14 percent of all municipalities use district elections. Cities with populations of 200,000 or more are more likely to use district elections.

## Mixed-System

Twenty-one percent of municipalities combine these two methods by electing some council members at large and some from districts. An individual councilmember will either occupy a district or an at-large seat on the council. Mixed systems are most likely to be found in parts of the South and Central jurisdictions.

## Breakdown of Types of City Council Elections by City Size (2001)\* (n = 649)

	Small (25,000-69,999)	Medium (70,000-199,999)	Large (200,000 And Up)
At-Large	48.9%	43.7%	16.4%
Mixed-System	25.0%	25.4%	38.2%
District	26.1%	31.0%	45.5%

\*Study based on a mailed questionnaire completed by a random sample of 664 council members in cities with populations of 25,000 and higher (Svara).

## Sources

Morgan, David and Robert England. *Managing Urban America, 5th Edition*. New York, NY: Seven Bridges Press, LLC, 1999.

Moulder, Evelina. "Municipal Form of Government: Trends in Structure, Responsibility, and Composition." In *The Municipal Year Book, 2008*. Washington, DC: International City/County Management Association, 2008.

Renner, Tari and Victor S. DeSantis. "Municipal Form of Government: Issues and Trends." In *The Municipal Year Book, 1998*. Washington, DC: International City/County Management Association, 1998.

Svara, James H. *Two Decades of Continuity and Change in American City Councils*. Washington, DC: National League of Cities, 2003.

# At-Large Communities

Municipality	District Elected	At-Large Elected	Correspondence
Buffalo City	0	4	x
Eau Claire	5	6	x
Janesville	0	7	x
Two Rivers	0	9	x
Monona	0	6	x
River Falls	4	3	Did not receive
Whitewater	5	2	Did not receive

## **BUFFALO CITY**

**From:** Jenny Ehlenfeldt

**Sent:** Monday, January 30, 2017 10:42 AM

**To:** Diahnn Halbach <dhalbach@burlington-wi.gov>

**Subject:** RE: At-Large Council Members

Hello Diahnn,

Yes we have always had an at-large council. I can't really see any pros or cons to be honest. Maybe that if the elected official was from a certain district he/she would only get complaints from that area of town??? I'm guessing some councils that are districted still get city-wide complaints. One big negative is only having 4 at-large positions and one mayor. If we have one gone we need to make sure no others are absent or we don't have a quorum.

Sorry I can't be much more help than that. Feel free to ask any additional questions if you have them.

Jenny Ehlenfeldt  
City of Buffalo City  
Clerk/Treasurer

## **CITY OF EAU CLAIRE**

**From:** Donna Austad

**Sent:** Thursday, January 26, 2017 8:42 PM

**To:** Diahnn Halbach <dhalbach@burlington-wi.gov>

**Subject:** RE: At-Large City Council

The City of EC has had a 'mixed', or what we call a 5-5-1 council for the past 24 years. (5 by district; 5 at-large; 1 council president elected by the citizens. All are voting members. The council president does not have any veto power. Terms are three-years and are staggered. 2017 is Council President; 2018 will be at-large reps; 2019 will be district reps.)

For a short period (1987 – 1993), the council consisted for 10 members elected from districts. For 40 years before that it was a 7 member council, all elected at-large.

I really don't know of any pro's or con's from a governing aspect. From an election administration point of view, every few years, the election of our city district reps falls on the same year as the county board supervisors who are also elected by district. This results in a high number of ballots styles for that April election.

Give me a call or e-mail if you have other questions.

Donna A. Austad, Eau Claire City Clerk

**CITY OF JANESVILLE**

**From:** Godek, David

**Sent:** Thursday, January 26, 2017 2:01 PM

**To:** Diahnn Halbach <dhalbach@burlington-wi.gov>

**Subject:** RE: At-Large Council

The City of Janesville has had 7 at large Councilmembers since the Council-Manager form of government was adopted in 1923. This decision was made at that time so Councilmembers would represent the interests of the entire City and not just their district. All members serve on a volunteer basis and receive no compensation.

Members are elected to two year terms. We alternate between 4 members being elected in odd years and 3 members in even year

Feel free to contact me if you have additional questions.

Sincerely,

David T. Godek

City Clerk-Treasurer

**TWO RIVERS**

**From:** Kim Graves

**Sent:** Wednesday, November 18, 2015 1:55 PM

**To:** Diahnn Halbach <dhalbach@burlington-wi.gov>

**Subject:** Re: [clerklist] At-Large Council Members

Hi Diahnn,

We have 9 Council members At Large. For us in Two Rivers it works great. We have a City Manager form of Government.

There are 3 Councilmembers up for Election each year.

Before that there were 4 Council members one year and 5 the next. The Council at that time voted to change the Charter Ordinance and make it three each year. That way there wasn't so much "turnover" should I say on the Council. There were years when we had 5 new Council members.

I have attached the Charter Ordinance for you

If you have any other questions, please feel free to contact me.

Thank you

Kim

**MONONA**

**From:** Joan Andrusz

**Sent:** Wednesday, November 18, 2015 2:33 PM

**To:** Diahnn Halbach <dhalbach@burlington-wi.gov>

**Subject:** RE: At-Large Council Members

Hi Diahnn,

We don't have an Ordinance but our Alders are at-large. Advantages: It makes it easier to get candidates since they can be from anywhere in the City. Residents have a pool of people they can talk to about issues. Nobody tries to get things just for their district.

There's never been anything but at-large here, and in a small community it just makes sense.

Good luck,

**Joan Andrusz, City Clerk, City of Monona**



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## Ordinances & Resolutions FAQ 5

### What are the basic procedures for initiation of a charter ordinance by a municipal governing body and adoption?

Section 66.0101, which is the Home Rule Enabling Act, specifies two general procedures for the adoption or amendment of a city or village charter: the enactment of a charter ordinance or the holding of a charter convention. See secs. 66.0101(2) and 66.0101(9). The charter convention is rarely used.

Adoption of a charter ordinance begins with its drafting. A charter ordinance must be entitled "Charter Ordinance" or it must clearly indicate that it is such an ordinance, Sec. 66.0101(2)(a); *State ex rel. Oaks v. Brown*, 211 Wis. 571, 249 N.W. 50 (1933). Additionally, a charter ordinance must specify the provisions of the charter amended or repealed, Sec. 66.0101(2)(b); *Grambling v. City of Wauwatosa*, 44 Wis.2d 634, 171 N.W.2d 897 (1969). The League has a number of examples of various types of charter ordinances available upon request.

A charter ordinance initiated by a municipal governing body may be adopted by the governing body or submitted to the electorate for adoption.

A charter ordinance initiated by and adopted by a municipal governing body needs a two-thirds vote of the members-elect of the city council or village board to be valid. Sec. 66.0101(2)(a). However, a charter ordinance is not effective until sixty days after its passage and publication. If within the sixty days a petition signed by electors of the municipality equal to not less than seven percent of the votes cast for governor in the last general election is filed with the municipal clerk, then the charter ordinance must be submitted to a referendum and approved by a majority of the electors that vote on the question before becoming effective. Sec. 66.0101(5).

In addition, the governing body may, after adoption, submit the charter ordinance to a referendum without waiting for a petition by the electors. The charter ordinance would then become effective when approved by a majority of the electors that vote. A governing body can also simply decide, by a majority vote, to submit a charter ordinance to a referendum, without an initiative petition requiring them to do so and without adoption of the charter ordinance by the governing body. The charter ordinance would then become effective when approved by a majority of the electors voting. Sec. 66.0101(7).

A charter ordinance initiated by the municipal governing body for adoption at a referendum requires only a majority vote of the members-elect of the city council or village board. Such ordinance would be submitted to a referendum vote for adoption and would be effective if approved by a majority of the electors voting.

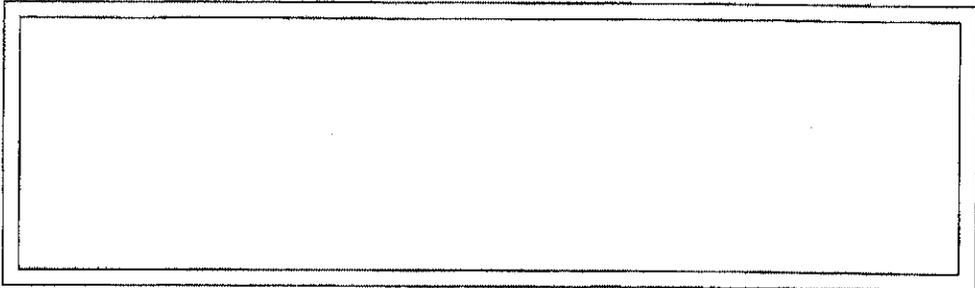
A charter ordinance must be published as a class 1 notice. The municipal clerk must also record an adopted charter ordinance in a permanent book kept for that purpose, with a statement of the manner of its adoption. The municipal clerk must also file a certified copy of the charter ordinance with the secretary of state who, in turn, is required to keep and publish a list of charter ordinances arranged in alphabetical order by municipality. Sec. 66.0101(3).

Additional information on charter ordinances is in the League's *Handbook for Wisconsin Municipal Officials*, pages 159-161 of the 2002 edition.

[Other Ordinances & Resolutions FAQs](#)  
(Rev. 9/2013)



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### Ordinances & Resolutions FAQ 4 What is a charter ordinance?

A charter ordinance creates or revises any part of the charter of a city or village and is used when a municipality elects not to be governed by state laws relating to its local affairs and government. Secs. 66.0101(1m) and 66.0101(5). In Wisconsin the general city charter law applicable to all cities except Milwaukee, which has a special charter, is chapter 62 of the Wisconsin Statutes. The village charter law is chapter 61.

There are a number of different ways municipalities can adopt a charter ordinance under sec. 66.0101. However, a charter ordinance is originated in only two ways: by the governing body or by petition of the electors.

#### [Other Ordinances & Resolutions FAQs](#) (Rev. 9/2013)

Menu » Statutes Related » Statutes » Chapter 66

- 66.1211 Housing authorities; contracts with city; assistance to counties and municipalities.
  - 66.1213 Housing authorities for elderly persons.
- SUBCHAPTER XIII**  
**URBAN REDEVELOPMENT AND RENEWAL**
- 66.1301 Urban redevelopment.
  - 66.1303 Urban redevelopment; plans, approval.
  - 66.1305 Redevelopment corporations; limitations; incubator.
  - 66.1307 Urban redevelopment; regulation of corporations.
  - 66.1309 Urban redevelopment; transfer of land.
  - 66.1311 Urban redevelopment; acquisition of land.
  - 66.1313 Urban redevelopment; condemnation for.
  - 66.1315 Urban redevelopment; continued use of land by prior owner.
  - 66.1317 Urban redevelopment; borrowing; mortgages.
  - 66.1319 Urban redevelopment; sale or lease of land.
  - 66.1321 Urban redevelopment; city lease to, terms.
  - 66.1323 Urban redevelopment; aids and appropriations.
  - 66.1325 Urban redevelopment; city improvements.
  - 66.1327 Urban redevelopment; construction of statute; conflict of laws; supplemental powers.
  - 66.1329 Urban redevelopment; enforcement of duties.
  - 66.1331 Blighted area law.
  - 66.1333 Blight elimination and slum clearance.
  - 66.1335 Housing and community development authorities.
  - 66.1337 Urban renewal.
  - 66.1339 Villages to have certain city powers.
  - 66.1341 Towns to have certain city powers.

**NOTE:** Chapter 66 was substantially revised by 1999 Wis. Act 150, which contained extensive explanatory notes. See Laws of Wisconsin, 1999.

### SUBCHAPTER I

#### GENERAL POWERS; ADMINISTRATION

##### **66.0101 Home rule; manner of exercise.**

- (1) Under article XI, section 3, of the constitution, the method of determination of the local affairs and government of cities and villages shall be as prescribed in this section.
- (1m) In this section, "charter ordinance" means an ordinance that enacts, amends or repeals the charter, or any part of the charter, of a city or village or that makes the election under sub. (4).
- (2)
  - (a) A city or village may enact a charter ordinance. A charter ordinance shall be designated as a charter ordinance, requires a two-thirds vote of the members-elect

of the legislative body of the city or village, and is subject to referendum as provided in this section.

- (b) A charter ordinance that amends or repeals a city or village charter shall designate specifically the portion of the charter that is amended or repealed. A charter ordinance that makes the election under sub. (4) shall designate specifically each enactment of the legislature or portion of the enactment that is made inapplicable to the city or village by the election.
- (3) A charter ordinance shall be published as a class 1 notice, under ch. 985, and shall be recorded by the clerk in a permanent book kept for that purpose, with a statement of the manner of its adoption. A certified copy of the charter ordinance shall be filed by the clerk with the secretary of state. The secretary of state shall keep a separate index of all charter ordinances, arranged alphabetically by city and village and summarizing each ordinance, and annually shall issue the index of charter ordinances filed during the 12 months prior to July 1.
- (4) A city or village may elect under this section that any law relating to the local affairs and government of the city or village other than those enactments of the legislature of statewide concern as shall with uniformity affect every city or every village shall not apply to the city or village, and when the election takes effect, the law ceases to be in effect in the city or village.
- (5) A charter ordinance does not take effect until 60 days after its passage and publication. If within the 60-day period a petition conforming to the requirements of s. 8.40 and signed by a number of electors of the city or village equal to not less than 7% of the votes cast in the city or village for governor at the last general election is filed in the office of the clerk of the city or village demanding that the ordinance be submitted to a vote of the electors, it may not take effect until it is submitted to a referendum and approved by a majority of the electors voting in the referendum. The petition and the proceedings for its submission are governed by s. 9.20 (2) to (6).
- (6) A charter ordinance may be initiated under s. 9.20 (1) to (6), but alternative adoption of the charter ordinance by the legislative body is subject to referendum under sub. (5).
- (7) A charter ordinance may be submitted to a referendum by the legislative body, under s. 9.20 (4) to (6), without initiative petition, and becomes effective when approved by a majority of the electors voting in the referendum.
- (8) A charter ordinance enacted or approved by a vote of the electors controls over any prior or subsequent act of the legislative body of the city or village. If the electors of any city or village by a majority vote have adopted or determined to continue to operate under either ch. 62 or 64, or have determined the method of selection of members of the governing board, the question shall not again be submitted to the electors, nor action taken on the question, within a period of 2 years. Any election to change or amend the charter of any city or village, other than a special election as provided in s. 9.20 (4), shall be held at the time provided by statute for holding the spring election.
- (9)
- (a) The legislative body of a city or village, by resolution adopted by a two-thirds vote of its members-elect may, and upon petition complying with s. 9.20 shall, submit to the electors under s. 9.20 (4) to (6) the question of holding a charter convention under one or more plans proposed in the resolution or petition.
- (b) The ballot shall be in substantially the following form:
- Shall a charter convention be held?
- YES  NO
- If a charter convention is held what plan do you favor?
- PLAN 1  PLAN 2

[Repeat for each plan proposed.]

Mark an [X] in the square to the RIGHT of the plan that you select.

- (c) If a majority of the electors voting vote for a charter convention, the convention shall be held pursuant to the plan favored by a majority of the total votes cast for all plans. If no plan receives a majority, the 2 plans receiving the highest number of votes shall be again submitted to the electors and a convention shall be held pursuant to the plan favored by a majority of the votes cast.
- (d) A charter convention may adopt a charter or amendments to the existing charter. The charter or charter amendments adopted by the convention shall be certified, as soon as practicable, by the presiding officer and secretary of the convention to the city or village clerk and shall be submitted to the electors as provided under s. 9.20 (4) to (6), without the alternative provided in s. 9.20 (4) to (6), and take effect when approved by a majority of the electors voting.
- (10) Nothing in this section shall be construed to impair the right of cities or villages under existing or future authority to enact ordinances or resolutions other than charter ordinances.
- (11) Sections 62.13 and 62.50 and chapter 589, laws of 1921, and chapter 423, laws of 1923, shall be construed as enactments of statewide concern for the purpose of providing uniform regulation of police, fire, and combined protective services departments.
- (12) Every charter ordinance enacted under s. 66.01, 1943 stats., which was adopted by the governing body prior to December 31, 1944, and which also was published prior to that date in the official newspaper of the city or village, or, if there was none, in a newspaper having general circulation in the city or village, shall be valid as of the date of the original publication notwithstanding the failure to publish the ordinance under s. 10.43 (5) and (6), 1943 stats.

**History:** 1999 a. 150 ss. 18 to 27; Stats. 1999 s. 66.0101; 2011 a. 32.

A charter ordinance must be legislative in character before it can be validly initiated by direct legislation. *Save Our Fire Department Paramedics Committee v. Appleton*, 131 Wis. 2d 366, 389 N.W.2d 43 (Ct. App. 1986).

The city of Milwaukee cannot, by charter ordinance, adopt s. 62.13 (5) (b) since s. 62.13 deals with a subject of state-wide concern; it cannot do so under s. 62.03 since that requires the adoption of whole statute sections. 58 Atty. Gen. 59.

#### **66.0103 Code of ordinances.**

- (1) The governing body of a city, village, town or county may authorize the preparation of a code of some or all of its general ordinances. The code may be enacted by an ordinance that incorporates the code by reference. A copy of the code shall be available for public inspection not less than 2 weeks before it is enacted. After the code is enacted, a copy shall be maintained and available for public inspection in the office of the city, village, town or county clerk.
- (2) Publication of a code enacted under sub. (1), in book or pamphlet form, meets the publication requirements of ss. 59.14, 60.80, 61.50 (1) and 62.11 (4) (a).

**History:** 1999 a. 150.

#### **66.0104 Prohibiting ordinances that place certain limits or requirements on a landlord.**

- (1) In this section:
- (a) "Premises" has the meaning given in s. 704.01 (3).
- (b) "Rental agreement" has the meaning given in s. 704.01 (3m).
- (c) "Tenancy" has the meaning given in s. 704.01 (4).
- (2)



**COMMITTEE OF THE WHOLE**

**NUMBER: 6**

**DATE:** February 7, 2017

**SUBJECT: RESOLUTION 4812(31)** Approval of a new 3-year garbage and recycling contract with Johns Disposal Service, Inc. with a \$0.18 per unit discount for 2017 which then transfers to a CPI% increase for the years 2018 and 2019 with an option for an automatic three-year renewal in 2020.

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

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**BACKGROUND/HISTORY:**

The City of Burlington has been under contract with Johns Disposal Service, Inc since 2015. The current contract length of term is 2015 to 2017. John's has offered the City a discount for 2017 from the contracted \$0.34 a resident increase to \$0.18 per resident increase for 2017, if we agree to the 3-year contract extension. The new contract will be retroactive to January 1, 2017. After 2017, our contract will be based on a Cost per Living (CPI) increase for years 2018 and 2019.

**BUDGET/FISCAL IMPACT:**

By moving to a 3-year contract, the City will see a cost reduction of \$6,924.96 for the year 2017. This is based on the current residential unit count of 3,206. The 2017 rate per unit will be \$12.08. In 2018, the City will see a cost increase of an estimated 2% CPI. Which will raise the unit price to \$12.32. The CPI will also be used in 2019. After 2019, the City will have the option for an automatic 3-year renewal with increases based on the CPI. If at any time, Johns would ask for an increase over 2.65%, the City could then seek bids from other waste haulers. In addition, if John's would ask for an increase over the listed yearly CPI, the City would be allowed to request bids from other waste haulers and break the contract if needed. Or we can except the CPI increase and continue with Johns. John's does not charge a fuel charge, complaints are very minimal, and the pickup service is as advertised.

**RECOMMENDATION:**

Staff recommends to accept the new Johns Disposal 3-year contract with a 3-year renewal option.

**TIMING/IMPLEMENTATION:**

This item is for consideration at the February 7, 2017 Committee of the Whole meeting and for final consideration at the February 21, 2017 Common Council meeting.

**ATTACHMENTS:**

Resolution / 3-year contract

**RESOLUTION NO. 4812(31)**  
**Introduced by: Committee of the Whole**

**A RESOLUTION APPROVING A CONTRACT WITH JOHN'S DISPOSAL SERVICE, INC.  
FOR SOLID WASTE HAULING AND RECYCLING SERVICES FOR 2017-2019**

**WHEREAS**, on November 18, 2014, the Common Council approved Resolution 4697(31), a Resolution approving a three-year solid waste and recycling collection contract with John's Disposal Service, Inc; and,

**WHEREAS**, John's Disposal Service, Inc. has submitted a three-year extension agreement for solid waste and recycling collection services, attached hereto as "Attachment A"; and,

**WHEREAS**, the three-year extension agreement provides a reduction to the unit price of \$0.18 per unit for the remaining 2017 contract, and a CPI increase for years 2018 and 2019; and,

**WHEREAS**, the City will have the option of a three-year automatic contract renewal in 2020 to provide services for the years 2020 through 2022; and,

**NOW, THEREFORE, BE IT RESOLVED** by the Common Council of the City of Burlington, that the City of Burlington shall enter into a three-year extension agreement with John's Disposal Services, Inc. for solid waste and recycling collection, hereto attached as Attachment "A".

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

Introduced: February 7, 2017  
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

~~February~~ ~~December~~, 2017~~6~~ 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 beginning January 1, 2017 and ending December 31, 2019 with the option to automatically renew for an additional 3 years, beginning January 1, 2020 and ending on December 31, 2022.:

- 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 – 2022 $\pm$ :

(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 – 2022 $\pm$ : By October 1 of each year beginning in 2017 the contractor and city will negotiate the rate for the upcoming year (2018 – 2022 $\pm$ ). 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 ~~January~~December 1, 2017~~6~~, the Contractor shall, at its own cost and expense, file with the City a Performance Bond (the "Bond") in an amount of ~~(25%)~~ -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, and (iv) another renewal Bond effective January 1, 2021, through December 31, 2021, and (v) another renewal Bond effective January 1, 2022, through December 31, 2022. The final bond for calendar year 2022~~1~~ shall expire on December 31, 2022~~1~~, 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 (3~~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, 2019 with the option to automatically renew for an additional 3 years, beginning January 1, 2020 and ending on December 31, 2022~~21~~.

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:  
Diahnn Halbach  
City Clerk



**DATE:** February 7, 2017

**SUBJECT:** **RESOLUTION 4818(37)** to considering approving a preliminary resolution to declare intent to exercise Special Assessment powers for reconstruction of sidewalks at various locations.

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

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**BACKGROUND/HISTORY:**

In 1991, the City Council established a sidewalk replacement program in response to deteriorated sidewalks. The intent of the sidewalk program is to financially assist property owners with a 50/50 cost share program.

By adopting this resolution, this is the first step to consider levying special assessments upon property for the replacement of existing public sidewalks at various locations. The proposed assessments may be paid in cash or in three annual installments with an interest rate which is one-half (.05) percent over the total cost of the improvements.

This process includes a public hearing proposed for March 21, 2017. The final interest rate will be established and stated in the final resolution and noticed with the appropriate assessments.

**BUDGET/FISCAL IMPACT:**

This work was planned and accounted for within the 2017 DPW Streets Budget under the line item Account No. 100-535321-351.

**RECOMMENDATION:**

Staff recommends that the Common Council approve this initial step to exercise Special Assessments for the reconstruction of sidewalks in 2017.

**TIMING/IMPLEMENTATION:**

This item is for discussion at the February 7, 2017 Committee of the Whole meeting and scheduled for final consideration at the February 21, 2017 Common Council meeting.

**ATTACHMENTS:**

Resolution

**RESOLUTION NO. 4818(37)**

**Introduced by: Committee of the Whole**

**A PRELIMINARY RESOLUTION DECLARING INTENT TO EXERCISE SPECIAL ASSESSMENT POWERS UNDER §66.0703, WISCONSIN STATUTES FOR RECONSTRUCTION OF SIDEWALKS AT VARIOUS LOCATIONS.**

**BE IT RESOLVED** by the Common Council of the City of Burlington, Racine County and Walworth County, Wisconsin:

1. The Common Council hereby declares its intention to exercise its police power under §66.0703, Wisconsin Statutes and §274-3 of the Code of the City of Burlington, to levy special assessments upon property for benefits conferred upon such property by replacement of portions of existing public sidewalks at the following locations:

<b>HOUSE NUMBER</b>	<b>STREET NAME</b>
525	Adams Street
100, 116, 125, 133, 200, 201-203, 208, 216, 224	North Kane Street
101, 109, 125, 140, 232, 233, 241, 248, 309, 325, 341, 356,	South Kane Street
340	East Market St.
472	Mary St.
108	McHenry St. (McHenry St. side and Randolph St. side)
448	Westridge Avenue

2. Said improvements are to include sidewalk replacement, and restoration of all disturbed areas; and
3. The total cost assessed against the abutting properties shall not exceed one-half ( $\frac{1}{2}$ ) of the total cost of the improvements; and
4. The City of Burlington will bear one-half ( $\frac{1}{2}$ ) of the total cost of the improvements; and
5. The assessments against any parcel may be paid in cash or in three (3) annual installments with interest at a rate which is one-half (0.5) percent over the cost of the funds for the project. This rate shall be established in the final resolution and noticed with assessments; and
6. The City is directed to prepare an engineering report consisting of:
  - a. Final plans and specifications for said improvements,
  - b. An estimate of the entire cost of the proposed improvements,
  - c. A schedule of the proposed assessments.
  - d. A statement that the property against which the assessments are proposed is benefited. Upon completion of such report, a copy thereof shall be filed in the City Clerk's office for public inspection; and

7. Upon receiving the report, the City Clerk is directed to prepare a notice stating the nature of the proposed improvement, the general boundary lines of the proposed assessment district, the place and time at which the report may be inspected and the place and time at which all interested persons, or their agents or attorneys, may appear before the Common Council to be heard concerning the matters contained in this resolution and the report. The notice shall be published as Class I notice of a public hearing to be held at least 10 days but not more than 40 days after publication, and mail a copy of said notice at least 10 days before the hearing to every person whose post-office address is known or can be ascertained with reasonable diligence as specified in §66.0703(7), Wisconsin Statutes. The hearing shall be held in the Common Council Chambers in the Courtroom of the Police Department at the time set by the Clerk in accordance with §66.0703(7).

Hearing tentatively set for: Tuesday, March 21, 2017 at 6:30 p.m.

Introduced: February 7, 2017

Adopted:

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Jeannie Hefty, Mayor

Attest: \_\_\_\_\_

Diahnn Halbach, City Clerk



**COMMITTEE OF THE WHOLE**

**ITEM NUMBER: 8**

**DATE:** February 7, 2017

**SUBJECT:** RESOLUTION 4819(38) to consider approving a preliminary resolution declaring intent to exercise special assessment powers under §66.0703 for the installation of municipal sanitary sewer on the east side of South Pine Street from 928 S. Pine to 1008 S. Pine.

**SUBMITTED BY:** Carina Walters, City Administrator and Jim Bergles, Public Works Director

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**BACKGROUND/HISTORY:**

In the late 1980's and early 1990's when the water and sewer was extended along Pine Street south to the water treatment plant, the east side of the street was not included as it was in the Town of Burlington. The utility extension at that time was only to connect the old wastewater plant to the new plant. It was not until Packaging Corporation approached the City for annexation that utility connections were discussed. When Packaging Corp. annexed they brought in the five properties located on the east side of S. Pine Street from 928 S. Pine Street to 1008 S. Pine Street.

In early 2016, Mr. Michael Lewandowski of MD Services petitioned the Plan Commission to expand his Marina Services that would include a Pole barn allowing him to sell boats. Mr. Lewandowski and his contractor, Greg Dzedzic of Pinno Buildings identified a part of the construction would include connecting to the City's sewer connection; however, the connection was not under Pine Street to the east side of the street, thus all costs would have been born to Mr. Lewandowski. The project was not financially viable.

Mr. Lewandowski and Mr. Dzedzic respectfully proposed several options to the City which included: to assist with paying a portion of the utility connection, create a special assessment and allow the affected property owners to pay for the utility connection, allow the installation of a well and septic, or release the annexed properties back to the Town of Burlington. One June 21, 2016, the Common Council voted to move forward with Task Order One-Hundred with Kapur & Associates to provide engineering services, plans, specifications, conduct bid opening activities and oversight of construction for sanitary sewer improvements to extend municipal sewer to five properties.

During the Budge Workshop, staff was directed to place dollars in the 2017 Budget towards this economic development initiative. This resolution is the first step in the assessment process. Property owners will be sent a Statutory Report, prepared by Kapur & Associates, as well as the Public Hearing Notice scheduled for March 7, 2017. A final resolution and Installment Assessment Notice will come before the Council at the March 21, 2017 Committee of the Whole meeting and for final consideration April 4, 2017.

**BUDGET/FISCAL IMPACT:**

There are no financial implications with this preliminary resolution.

**RECOMMENDATION:**

City staff and the City Attorney recommend approval of the preliminary resolution to begin the special assessment process per state statute regulations.

**TIMING/IMPLEMENTATION:**

This item is for discussion at the February 7, 2017 Committee of the Whole meeting and scheduled for final consideration at the February 21, 2017 Common Council meeting.

**ATTACHMENTS:**

Resolution

**A PRELIMINARY RESOLUTION DECLARING INTENT TO EXERCISE SPECIAL ASSESSMENT POWERS UNDER §66.0703, WISCONSIN STATUTES FOR THE INSTALLATION OF MUNICIPAL SANITARY SEWER ON THE EAST SIDE OF SOUTH PINE STREET FROM 928 S. PINE STREET TO 1008 S. PINE STREET**

**BE IT RESOLVED** by the Common Council of the City of Burlington, Racine County, Wisconsin:

1. The Common Council hereby declares its intention to exercise its police power under §66.0703, Wisconsin Statutes to levy special assessments upon property for benefits conferred upon such property by installation of municipal sanitary sewer on the east side of South Pine Street from 928 S. Pine Street to 1008 S. Pine Street; and,
2. The City intends to exercise its assessment powers to recover a portion of its costs that it will incur; and,
3. The City is directed to prepare an engineering report consisting of:
  - a) Final plans and specifications for said improvements,
  - b) An estimate of the entire cost of the proposed improvements;
  - c) A schedule of the proposed assessments.
  - d) A statement that the property against which the assessments are proposed is benefited.

Upon completion of such report, a copy thereof shall be filed in the City Clerk's office for public inspection; and,

4. Upon receiving the report, the City Clerk is directed to prepare a notice stating the nature of the proposed improvement, the general boundary lines of the proposed assessment district, the place and time at which the report may be inspected and the place and time at which all interested persons, or their agents or attorneys, may appear before the Common Council to be heard concerning the matters contained in this resolution and the report. The notice shall be published as Class I notice of a public hearing to be held at least 10 days but not more than 40 days after publication, and mail a copy of said notice at least 10 days before the hearing to every person whose post-office address is known or can be ascertained with reasonable diligence as specified in §66.0703(7), Wisconsin Statutes. The hearing shall be held in the Common Council Chambers in the Courtroom of the Police Department at the time set by the Clerk in accordance with §66.0703(7).

Hearing tentatively set for: Tuesday, March 7, 2017 at 6:30 p.m.

Introduced: February 7, 2017

Adopted:

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

Attest:

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



**COMMITTEE OF THE WHOLE**

**ITEM NUMBER: 9**

**DATE:** February 7, 2017

**SUBJECT:** RESOLUTION 4820(39) to consider approving Task Order Number 101, with Kapur and Associates, for Engineering Services regarding the City of Burlington Municipal Landfill

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

**BACKGROUND/HISTORY:**

As part of the responsibility of owning a landfill, the City is required by the Wisconsin Department of Natural Resources (DNR) to complete regular monitoring of the landfill and submit all required reports to the DNR. Kapur and Associates have been providing these services for the City for many years. Task Order No. 101 covers these services which are: environmental monitoring program, groundwater sampling, gas extraction system operation and maintenance, gas well point testing, and preparation of the DNR Quarterly, Semi-Annual and Annual Reports. This task order is a renewal of the contract to continue these services for an additional two years.

**BUDGET/FISCAL IMPACT:**

The cost of Task Order No. 101 is \$49,819.00. (This is the first increase in the landfill task order since 2013, which was \$48,876.)

**RECOMMENDATION:**

Staff recommends approval of this Task Order.

**TIMING/IMPLEMENTATION:**

This item is for discussion at the February 7, 2017 Committee of the Whole meeting and scheduled for final consideration at the February 21, 2017 Common Council Meeting.

**ATTACHMENTS:**

Resolution  
Task Order No. 101

**RESOLUTION NO. 4820(39)**  
**Introduced by: Committee of the Whole**

**A RESOLUTION APPROVING TASK ORDER NUMBER ONE HUNDRED ONE, A  
TWO YEAR AGREEMENT, WITH KAPUR AND ASSOCIATES, INC. FOR LANDFILL  
SERVICES FOR THE NOT-TO-EXCEED AMOUNT OF \$49,819.**

**WHEREAS**, the City of Burlington has entered into a master agreement for engineering services with Kapur and Associates, Inc.; and,

**WHEREAS**, the City has requested assistance with the coordination for municipal landfill services for: the semi-annual groundwater monitoring well sampling activities; methane gas monitoring and sampling activities at all points on the landfill perimeter, along with the gas extraction system, and inside designated properties/structures adjacent to or at the landfill; the evaluation of the groundwater laboratory data and gas monitoring results; and the preparation of DNR required reports, which has resulted in a task order, a copy of which is attached hereto and made a part thereof; and,

**WHEREAS**, said task order is for the not-to-exceed amount of \$49,819 and has been recommended for approval by the Director of Public Works.

**NOW, THEREFORE, BE IT RESOLVED** by the Common Council of the City of Burlington Task Order Number One Hundred One is hereby approved for the not-to-exceed amount of \$49,819.

**BE IT FURTHER RESOLVED** that the City Administrator is hereby authorized and directed to execute Task Order Number One Hundred One on behalf of the City.

Introduced: February 7, 2017  
Adopted:

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

Attest:

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

**TASK ORDER NUMBER 101  
DESIGN ENGINEERING SERVICES**

This Task Order is made as of December 31, 2016, under the terms and conditions established in the MASTER AGREEMENT FOR ENGINEERING SERVICES, (the Agreement), between The City of Burlington (Owner) and Kapur & Associates, Inc. (Engineer). This Task Order is made for the following purpose;

To assist the City of Burlington with the following Tasks regarding the Environmental Monitoring Program, Groundwater Sampling, Gas Extraction System Operation & Maintenance, Gas Well Point Testing, and Preparation of the Wisconsin Department of Natural Resources (WDNR) Quarterly, Semi-Annual and Annual Reports for the Burlington Municipal Landfill, Milwaukee Avenue in the City of Burlington. This TASK ORDER is for two (2) years of oversight.

**Section A. – Scope of Services**

Engineer shall perform the following Services as described in Attachment A to this Task Order:

1. Coordinate the semi-annual groundwater monitoring well sampling activities. Thirteen wells are sampled semi-annually for parameters outlined in the WDNR Landfill Monitoring Document.
2. Methane gas monitoring and sampling activities at all points on the landfill perimeter, along the gas extraction system, and inside designated properties/structures adjacent to or at the landfill. Sixty-three monitoring points are sampled on either an annual, semi-annual, or quarterly basis for parameters outlined in the WDNR Landfill Monitoring Document.
3. Evaluate the groundwater laboratory data and gas monitoring results.
4. Prepare the WDNR Monthly, Semi-Annual and Annual Reports including:
  - Summary of field and laboratory results from the groundwater sampling activities
  - Summary of the methane gas sampling;
  - Site Map and Figures presenting the location of ALL sampling points and improvements;
  - Tables
  - Photos (if applicable)
  - Laboratory report and chain-of-custody;
  - Conclusions and Recommendations for modifications to the WDNR sampling program.

**Section B. – Schedule**

Engineer shall start the Scope of Services with the January 2017 landfill gas monitoring event and complete the Annual Reports (for two years) by January 2018 and January 2019.

**Section C. – Compensation**

In return for the performance of the foregoing obligations, Owner shall pay to Engineer an amount not-to-exceed Forty Nine Thousand, Eight Hundred and Nineteen dollars and Zero Cents (\$49,819.00) based on the costs outlined in Attachment A of this Task Order payable according to the following terms:

A not-to-exceed amount based on the rates as listed in Attachment A of the Agreement, plus direct expenses. Cost plus services are limited to an agreed maximum figure unless amended.

Engineer may request a change to the billing rates if scope changes, beyond the control of the Engineer, resulting in an extension of the schedule or necessitates a change in personnel.

Compensation for Additional Services (if any) shall be paid by Owner to Engineer according to the hourly billing rates shown in Attachment A of the Agreement.

IN WITNESS WHEREOF, the Owner and Engineer have executed the Task Order.

Owner: City of Burlington

Engineer: Kapur & Associates, Inc.

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

By: Travis W. Peterson

Signature: \_\_\_\_\_

Signature: Travis W. Peterson

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

Title: Environmental Manager

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

Date: November 1, 2016

**Kapur and Associates, Inc.**  
**Summary of Staff Hours and Labor Costs**

□

<b>TASK ORDER #101</b>									
<b>Burlington Landfill - Groundwater and Gas Control System Monitoring, Sampling and Report Preparation For 2017-2018</b>									
CLASSIFICATION	ACT. Code	Environmental Project Manager		Senior Project Scientist		Environmental Technician		Total Labor	
		Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars
Average Hourly Wage			\$125.00		\$109.00		\$75.00		
<b>FOR 2017 through 2018</b>									
Project Coordination		8	\$1,000.00	2	\$218.00			2	\$1,218.00
Groundwater Sampling		4	\$500.00	4	\$436.00	40	\$3,000.00	44	\$3,936.00
Gas Monitoring/Sampling		12	\$1,500.00	16	\$1,744.00	60	\$4,500.00	76	\$7,744.00
Gas System O&M		12	\$1,500.00	40	\$4,360.00	40	\$3,000.00	80	\$8,860.00
Meetings/Regulatory Correspondence		4	\$500.00	5	\$545.00	2	\$150.00	7	\$1,195.00
Evaluate Data		12	\$1,500.00	8	\$872.00	12	\$900.00	20	\$3,272.00
Prepare Update/Status Reports		8	\$1,000.00	22	\$2,398.00	32	\$2,400.00	54	\$5,798.00
Prepare Annual Report		2	\$250.00	18	\$1,962.00	12	\$900.00	30	\$3,112.00
<b>TOTALS</b>		<b>62</b>	<b>\$7,750.00</b>	<b>115</b>	<b>\$12,535.00</b>	<b>198</b>	<b>\$14,850.00</b>	<b>313</b>	<b>\$35,135.00</b>
<b>SubTotal:</b>									<b>\$35,135.00</b>
<b>Expenses:</b>									<b>\$14,684.00</b>
<b>Project Total:</b>									<b>\$49,819.00</b>

<b>Summary of Expenses</b>		
Units	Cost	Total
Per Year	\$312.00	\$624.00
Per Year	\$4,175.00	\$8,350.00
Per year	\$2,855.00	\$5,710.00
<b>Totals</b>		<b>\$14,684.00</b>

Servicing and calibration  
 Groundwater sampling  
 Meters and sampling equipment for water quality, monitoring and sampling



**DATE:** February 7, 2017

**SUBJECT:** RESOLUTION 4821(40) to consider authorizing assessments fees for Weights and Measures license holders for July 1, 2015 through June 30, 2016.

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

**BACKGROUND/HISTORY:**

The City Clerk’s Office for the City of Burlington acts as an agent for the Weights and Measures Program of the State of Wisconsin Department of Agriculture, Trade, and Consumer Protection (DATCP). While State-employed inspectors conduct all program inspections, it is the City Clerk that handles billing for the program.

The Weights and Measures Program protects consumers by monitoring the accuracy of gas station pumps, grocery store scales and packages (those sold by weight), checkout scanners, and timers (found in laundromats, taxis, etc.). All establishments in the City of Burlington that utilize pumps, scales, scanners, or timers (as described above) in the sale of goods to consumers are routinely inspected by a State-employed Weights and Measures inspector. A round WI DATCP Weights and Measures Program sticker ensures that you are using a Weights and Measures-inspected device.

The City of Burlington has received an invoice from the State of Wisconsin in the amount of \$6,400 for inspection services provided July 1, 2015 through June 30, 2016. The City must recoup the cost of Weights and Measures Inspections and Certifications mandated by the State of Wisconsin. According to our ordinance, we must notify these businesses of the City’s intent to recoup this cost. Notices have been sent to the license holders ten days prior to this evening’s meeting to allow them to be present to discuss this assessment fee schedule. Upon approval of this resolution, the City will invoice according to the businesses License Class, which is determined by the number of pumps, scales, scanners, and/or timers.

The proposed “Assessment Fee Schedule” for the fees associated with the Weights and Measures License is listed below. This schedule has been prepared pursuant to the City of Burlington’s Municipal Code § 254-1.1K, which requires the city to assess fees to each Weights and Measures License holder.

**Proposed Assessment Fee Schedule**

Licenses	Issued	Assessment	Cost Recouped
Class 1	5	\$500.00	\$2,500.00
Class 2	14	\$225.00	\$3,150.00
Class 3	4	\$125.00	\$500.00
Class 4	7	\$30.00	\$210.00
Class 5	4	\$10.00	\$40.00
Totals	34		\$6,400.00

**BUDGET/FISCAL IMPACT:**

The annual bill from the State of Wisconsin to the City of Burlington for the Weights and Measures inspection is \$6,400 with this being the method the city uses to recoup this expense.

**RECOMMENDATION:**

Staff recommends approval of this resolution, which will result in invoicing the affected businesses to recoup fees paid by the City of Burlington.

**TIMING/IMPLEMENTATION:**

This item is for discussion at the February 7, 2017 Committee of the Whole meeting and scheduled for final consideration at the February 21, 2017 Common Council meeting.

**ATTACHMENTS:**

Resolution

State Invoice

W&M License Holders

**RESOLUTION NO. 4821(40)**

**Introduced by: Committee of the Whole**

**A RESOLUTION AUTHORIZING FEE ASSESSMENTS FOR WEIGHTS AND MEASURES  
LICENSE HOLDERS FOR JULY 1, 2015 THROUGH JUNE 30, 2016**

**WHEREAS**, pursuant to City of Burlington Municipal Code s. 254-1.1K, the City assesses fees to each Weights and Measures License holder pursuant to the class of license held in order to recoup the cost of weights and measures inspections and certifications mandated by the State of Wisconsin; and,

**WHEREAS**, the cost of said inspections and certifications incurred under the City's agreement with the State of Wisconsin Department of Agriculture, Trade and Consumer Protection for the period from July 1, 2015 through June 30, 2016 was \$6,400; and,

**WHEREAS**, the City Clerk has prepared an assessment schedule based upon the number of each class of licenses, the amount of time required to inspect each licensee, and the cost of the agreement with the State, attached hereto and made a part hereof; and,

**WHEREAS**, the City Clerk has mailed a copy of the Assessment Schedule to each licensee and has mailed to each licensee at least 10 days notice of the date and time at which the Common Council will consider these fee assessments.

**NOW, THEREFORE, BE IT RESOLVED** by the Common Council of the City of Burlington, pursuant to the above, that fees shall be assessed to the holders of Weights and Measures Licenses in the City of Burlington for the period of July 1, 2015 through June 30, 2016 as set forth on the Assessment Schedule attached hereto.

**BE IT FURTHER RESOLVED** that the Clerk shall mail an invoice to each licensee for the applicable fee assessment, and shall notify each licensee that the fee is to be paid within 30 days of the date of mailing.

Introduced: February 7, 2017

Adopted:

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Jeannie Hefty, Mayor

Attest:

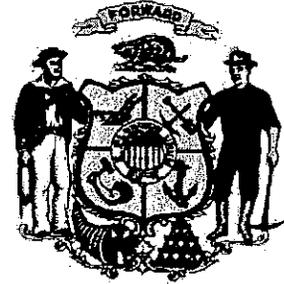
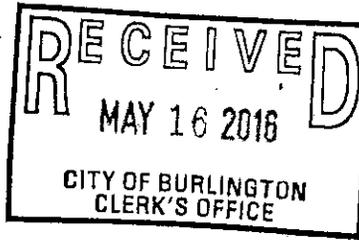
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Diahnn Halbach, City Clerk

## 2015 - 2016 Weights and Measures License Holders

CLASS	Amount Due	Trade Name	Business Address
1	\$ 500.00	Aldi's #83	2009 Lynch Way
1	\$ 500.00	Gooseberries Fresh Food Market	690 West State Street
1	\$ 500.00	Pick N Save	1120 Milwaukee Avenue
1	\$ 500.00	Richter's Marketplace	156 South Pine Street
1	\$ 500.00	Wal-Mart	1901 South Milwaukee Ave
2	\$ 225.00	Burlington Food and Fuel	416 Milwaukee Avenue
2	\$ 225.00	Dunham's Sporting Goods	1120 Milwaukee Avenue
2	\$ 225.00	Express Gas Station	364 Milwaukee Avenue
2	\$ 225.00	Jasleen Mobile Mart	501 South Pine Street
2	\$ 225.00	JMP Burlington Petroleum	500 East State Street
2	\$ 225.00	Kohts #1315	1032 Milwaukee Avenue
2	\$ 225.00	Kwik Trip, Inc. #401	500 Falcon Ridge Ave
2	\$ 225.00	Kwik Trip, Inc. #462	1164 S. Pine Street
2	\$ 225.00	Menards	2100 Milwaukee Avenue
2	\$ 225.00	Merten Services	389 Milwaukee Avenue
2	\$ 225.00	Quick Mart Mobil	656 McHenry Street
2	\$ 225.00	Reinemans True Value	401-417 Milwaukee Ave
2	\$ 225.00	Ryan's Railroad	233 N. Pine Street
2	\$ 225.00	Walgreens, #10584	680 Milwaukee Ave
3	\$ 130.00	Air Liquide Industrial US LP	815 S. McHenry St.
3	\$ 130.00	Cretex Materials Inc.	500 W. Market St., Bldg C
3	\$ 130.00	Landmark Services Cooperative	638 S. Kane Street
3	\$ 130.00	Nestle USA	637 South Pine Street
4	\$ 30.00	Delights	133 East Chestnut Street
4	\$ 30.00	Dollar Tree, #1138	1709 Milwaukee Ave., Ste A
4	\$ 30.00	Family Dollar Store, #5432	196 South Pine Street
4	\$ 30.00	Los Corrales Supermercado	116 West Chestnut Street
4	\$ 30.00	Papa Murphy's	1709 South Teut Road
4	\$ 30.00	Tractor Supply Co.	1801 Milwaukee Ave
5	\$ 10.00	Homestyle Launderette	164 E. Washington Street
5	\$ 10.00	Ide Fine Jewelry	348 N. Pine Street
5	\$ 10.00	Redmer & Sons LLC	680 Maryland Avenue
5	\$ 10.00	Village Clean	224 South Pine Street
5	\$ 10.00	Welder's Supply	516 Mill Street
	\$ 6,400.00		

Please Remit To:  
 DEPT OF AG, TRADE & CONSUMER PROTECTION  
 ACCOUNTS RECEIVABLE  
 BOX 93423  
 MILWAUKEE WI 53293-0423



**COPY** INVOICE

Bill To: State of Wisconsin  
 Dept of Ag, Trade & Cons Prote

000011  
 CITY OF BURLINGTON  
 DIAHNN HALBACH  
 300 N PINE ST  
 BURLINGTON WI 53105

Invoice No: 115-000000745  
 Invoice Date: 5/13/16  
 Page: 1 of 1

RECEIVED			
DEPARTMENT	DEPT	ITEM	AMOUNT
CLERK	515132	219	6400
DATE 5-17-16			TOTAL 6400

Customer Number: MUNI000090  
 Payment Terms: NET30  
 Due Date: 6/12/16  
 AMOUNT DUE: 6,400.00 USD

Amount Remitted

Wisconsin Department of Agriculture, Trade and Consumer Protection  
 For billing questions, please call 608-224-4952

Line	Identifier	Description	Quantity	UOM	Unit Amt	Original Net Amount
1	WM_CONTRACT	W & M Contract Inspection	1.00	EA	6,400.00	6,400.00
Weights and Measures inspection service as per contract for the period of July 1, 2015 through June 30, 2016.						
<b>Subtotal:</b>						6,400.00
<b>Amount Due:</b>						6,400.00

**Payment Options:**

By mail with invoice's top portion to:  
 DATCP, Lockbox 93423, Milwaukee, WI 53293-0423

Pay online at:

<http://datcp.wi.gov/payonline/>  
 Click on Make Payment Box

FREE by direct bank transfer  
 from your checking or savings or  
 Able to be paid by credit or debit card with a  
 2.5% convenience fee



**DATE:** February 7, 2017

**SUBJECT:** MOTION 17-862 to approve a Lease Agreement with Baseball 2000 for the operation of Beaumont Field from December 1, 2016 to November 30, 2018

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

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**BACKGROUND/HISTORY:**

On November 16, 2000, the first lease was signed between the City of Burlington and Baseball 2000. The lease gave the lessees possession of the premises during the baseball season for contests and practicing. The lease is an agreement between the City of Burlington and the 5 board members of Baseball 2000. The Burlington Area School District, Catholic Central High School, Burlington Barrons, Burlington American Legion Baseball, Inc and Baseball 2000. The lease designates the areas of Beaumont Field that the lessees and lessor are each responsible for. The lease has been in place since the year 2000 and is ready for approval for the 2016 to 2018 operation period.

**BUDGET/FISCAL IMPACT:**

It is a benefit to the City to have Baseball 2000 operate Beaumont Field. Besides large scale projects and basic maintenance, there are no operational costs incurred by the City.

**RECOMMENDATION:**

Staff recommends Common Council approval of the Baseball 2000 lease agreement that covers the time frame of December 1, 2016 to November 30, 2018.

**TIMING/IMPLEMENTATION:**

This item is for discussion at the February 7, 2017 Committee of the Whole meeting and scheduled for final consideration at the February 21, 2017 Common Council meeting.

**ATTACHMENTS:**

Lease Agreement

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# LEASE

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**THIS INDENTURE** made this 16<sup>th</sup> day of November 2000, by and between Burlington Baseball 2000 comprised of the **BURLINGTON AREA SCHOOL DISTRICT**, a Wisconsin municipal corporation, **CATHOLIC CENTRAL HIGH SCHOOL**, a Wisconsin Corporation, and **BURLINGTON BARONS**, a Wisconsin Corporation, **AMERICAN LEGION BASEBALL, INC.**, a Wisconsin Corporation hereinafter referred to collectively as the "Lessees" and the **CITY OF BURLINGTON**, a municipal corporation, hereinafter referred to as "Lessor".

## WITNESSETH:

Lessor, for and in consideration of the rent, covenants, agreements and conditions hereinafter mentioned to be kept and performed by Lessee by these presents, does rent, lease and let unto Lessees, and Lessees do hereby take and lease from Lessor, on the terms and conditions as hereinafter provided, a portion of that real estate lying and being in the City of Burlington, County of Racine and State of Wisconsin, described on Exhibit A, commonly known as Beaumont Field..

### 1. TERM

The term of this lease shall be for two (2) years during the baseball season, commencing December 1<sup>st</sup>, 2016 and ending November 30<sup>th</sup>, 2018, both dates inclusive, unless sooner terminated as provided in this lease.

### 2. USE OF PREMISES

Lessees shall have possession of the premises during the baseball season for use during lessee's baseball contests and practices. Lessees use shall be consistent with the terms of this lease and the rules and policies of the City of Burlington Park Board. Lessor reserves the right to use the premises for public purposes at such times and in such a manner not inconsistent with the rights granted to lessees hereunder.

### 3. RENT

Lessee shall pay to Lessor, as rent for the lease premises, the sum of One Dollar (\$1) payable in full at the execution of this Agreement.

### 4. INDEPENDENT CONTRACTORS

Lessees in the performance of all of their obligations hereunder shall at all times be independent contractors and shall never be deemed an agent or employee of lessor.

### 5. ADDITIONAL CONSIDERATION

During the term of the lease, Lessees shall be responsible for the following, which shall be done without expense to Lessor:

- A. To appoint a combined Management Committee for the purpose of jointly operating the leased property. The Management Committee shall be composed of six members consisting of one representative from each of the above listed lessees, a representative from the Park Board, with the sixth member being appointed by Burlington Baseball 2000, Inc. The Management Committee shall set up an organizational structure controlled through bylaws and rules of operation for the purpose of operating and maintaining Beaumont field.
- B. The Management Committee shall designate an individual to serve as liaison to the City of Burlington Department of Public Works for the purposes of coordinating operation.
- C. The Management Committee will schedule all games, practices and events for Beaumont field in a manner, which is fair and equitable to each of the lessees and will appoint an individual to serve as field superintendent who will be responsible for determining whether the field is playable.
- D. Provide all necessary equipment and manpower for field maintenance and regularly maintain the field in playable condition.
- E. Control, schedule and operate the concession stands under a set of rules and regulations approved and adopted by the Management Committee.

### 6. ENJOYMENT

Subject to Lessor's right to use for public purposes, Lessees shall be entitled to quiet and peaceful enjoyment of the premises during the term of this lease.

## 7. SIGNS

Lessee may erect signs and other identification on the lease premises so long as the signs comply with the City of Burlington ordinances and existing Park Board policy. The Lessor shall post no signs on the fence that borders Beaumont Field as part of this agreement. The Lessor, however may post signs on the shorter fence connected to this fences south and westerly of Beaumont field on Milwaukee Avenue.

## 8. TAXES AND ASSESSMENTS

Lessees shall pay all real estate taxes and special assessments, if any, levied on the leased premises.

## 9. INSURANCE

Insurance coverage shall be provided as follows:

- A. **Liability Insurance.** Lessee shall provide and keep in force public liability insurance in non-assessable policies of a recognized stock and mutual insurance company in an amount not less that \$1,000,000 for any general liability and \$25,000 for property damage.
- B. **Non-Subrogation.** Nothing in lease shall be construed as to authorize and permit any insurer of the Lessor or Lessee to be subrogated to any right of the Lessor or Lessee against the other arising under this lease.
- C. The lessees shall provide workmen's compensation insurance for the purpose of providing benefits thereunder to their volunteers or employees.

## 10. INDEMNIFICATION OF LESSOR

In addition to the insurance coverage herein provided, Lessees, collectively while acting as the Management Committee and individually while using the leased premises shall indemnify Lessor and hold Lessor its agents, employees and assigns harmless against any liability, judgments, costs, expenses or losses arising out of injury to any person or damage to any property appearing in or about the leased premises as a result of Lessee's, its agents, volunteers or employees use of the premises consistent with these lease provisions.

## 11. LESSOR'S OBLIGATIONS

The obligations of the City of Burlington shall be as follows:

- A. Pay the cost of all electric, sewer and water utilities for Beaumont field.
- B. Maintain, clean and stock the restroom facilities.
- C. Maintain the parking lot, bleachers, fencing, buildings and landscaping.
- D. Provide technical assistance and operational support by the Department of Public Works as directed by the Park Board

## 12. DEFAULT

In the event of default by lessees of any of the provisions of this agreement lessor shall give lessees written notice to cure the default within 10 days. If said default has not been cured within that time period, this lease shall terminate.

## 13. TERMINATION

Either party may terminate this agreement upon thirty days written notice to the other.

## 14. NOTICE

Notices shall be sent to:

**Lessor at:** City of Burlington  
300 North Pine Street  
Burlington, WI 53105

**Lessees at:** Burlington High School  
400 McCanna Parkway  
Burlington, WI 53105

**Catholic Central High School**  
148 McHenry Street  
Burlington, WI 53105

**American Legion Baseball, Inc.**  
C/O Dennis Busch  
8424 Wheatland Road  
Burlington, WI 53105

**Burlington Barons**  
c/o Bud Milroy  
964 N. Pine St., Apt. 102  
Burlington, WI 53105

**Baseball 2000 c/o Bud Milroy**  
PO Box 587  
Burlington, WI 53105

**15. LEASEHOLD IMPROVEMENTS**

No improvement shall be made to the leased premises unless lessees shall first have obtained written approval of the Burlington Park Board.

**IN WITNESS WHEREOF**, the parties have executed this agreement the date first set forth above.

Lessees

Burlington Baseball 2000 *Burlington*  
BURLINGTON AREA SCHOOL DISTRICT *[Signature]*  
Dated: 1/24/17

CATHOLIC CENTRAL HIGH SCHOOL *Tom Aldrich*  
Dated: 1/24/17

BURLINGTON BARRONS *Burlington*  
Dated: 1/19/17

BURLINGTON AMERICAN LEGION BASEBALL, INC. *Dennis C. Bush*  
Dated: 1/24/17

Should include Contact information,

Lessor:  
  
Jeannie Hefty, Mayor  
City of Burlington

CC: Darrell Eisenhardt



**DATE:** February 7, 2017

**SUBJECT:** MOTION 17-863 to consider approving a Memorandum of Understanding with Baseball 2000 for new netting and backstop at Beaumont Field.

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

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**BACKGROUND/HISTORY:**

During the January 17, 2017 Committee of the Whole, staff presented to the Council a resolution to approve a proposal from the Midwest Netting Solutions to rebuild the backstop and replace the netting system at Beaumont Field. Pursuant to a question raised by Alderman Schultz that evening, staff has finalized the lease agreement outlining the roles and responsibilities of each party pursuant to the maintenance of Beaumont Field and the attached Memorandum of Understanding (MOU) for the repayment of twenty-five percent (25%) of the total cost to the City for the replacement of the netting and backstop.

In 2010, the City and Baseball 2000 had a similar MOU for lighting, in which the Common Council approved a resolution outlining the contractor who would complete the work and Baseball 2000 committing to pay twenty-five 25% of the total cost of the project over 10 years. Baseball 2000 repaid the total loan in less than 5 years.

Baseball 2000 has asked the City to pay for a new back stop and field netting at Beaumont Field. The cost of the netting project is \$66,184. Baseball 2000 has agreed to contribute 25% (\$16,546) towards the project cost. The new MOU will state that Baseball 2000 will pay \$3,309.20 yearly, over the course of 5 years (starting 2017) to fulfill covering 25% of the project cost.

This evening staff is recommending entering into a similar MOU as the City and Baseball 2000 are committed partners in continuing to keep the City's baseball diamond a sought after playing field.

**BUDGET/FISCAL IMPACT:**

Fiscal impact to the Park Development Fund will be \$49,638 following the repayment by Baseball 2000.

**RECOMMENDATION:**

Staff recommends Common Council approval of the Backstop/Netting MOU with Baseball 2000

**TIMING/IMPLEMENTATION:**

This item is for discussion at the February 7, 2017 Committee of the Whole meeting and scheduled for final consideration at the February 21, 2017 Common Council meeting.

**ATTACHMENTS:**

Motion

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
CITY OF BURLINGTON  
AND  
BASEBALL 2000**

**BEAUMONT FIELD NETTING AND BACKSTOP INSTALLATION**

This MEMORANDUM OF UNDERSTANDING is hereby made and entered into by and between the City of Burlington, hereinafter referred to as CITY, and Baseball 2000.

**A. PURPOSE AND INTRODUCTION**

The Park Board and the Common Council of the City of Burlington desire to install new netting and backstop at Beaumont Field. Under the funding mechanism developed by the CITY, approximately \$66,184 is being funded by the City's Park Development Fund. Additionally, Baseball 2000 has agreed to pay \$16,546 to the City of Burlington to replenish its Park Development Fund dollars. Under the terms of the agreement, Baseball 2000 has agreed to pay \$3,309.20 per year over the next 5 years.

**B. SCOPE OF THE AGREEMENT**

**Term of Agreement**

The term of this Memorandum of Understanding shall commence on the date of signature, no later than February 21, 2017. This MOU shall remain in full effect until December 31, 2021 or until such time that the \$16,546 from Baseball 2000 is paid in full or an amendment or termination request is approved by the CITY.

**City Responsibilities**

1. The City of Burlington shall coordinate the installation of the field netting and pole system with an approved city contractor.
2. The City of Burlington shall perform all duties related to Beaumont Field Lease, dated December 1, 2016 and subsequent lease agreements executed by both parties.

**Baseball 2000 Responsibilities.**

1. Baseball 2000 and the Beaumont Field Users Groups shall perform all the duties related to the Beaumont Field Lease, dated December 1, 2016.
2. Baseball 2000 will make a good faith effort to provide in-kind services to the netting project, in coordination with the netting contractor and the CITY.
3. Baseball 2000 will timely and promptly pay the \$3,309.20 payment each year by November 1 of each year of this agreement.

## **Repayment Agreement**

1. Baseball 2000 shall remit the payment of \$3,309.20 annually, beginning on November 1, 2017 and each year thereafter until the \$16,546 is paid in full. Such funds will be deposited into the Park Development Fund account. Failure to pay the full amount could result in a forfeiture of use of Beaumont Field.
2. Additional payments and early payments are encouraged. There will be no pre-payment penalties.

## **Termination of Agreement**

This Memorandum of Understanding may be terminated upon completion of the payment of the \$16,546. This Memorandum of Understanding may be extended by mutual agreement of Baseball 2000 and the CITY.

## **Amendment of Agreement**

This Memorandum of Understanding shall not be altered, changed or amended except by written mutual agreement of the parties.

## **City Contacts**

James Bergles  
Director of Public Works  
2200 S. Pine Street  
Burlington, WI 53105  
(262) 342-1182

Carina Walters  
City Administrator  
300 N. Pine Street  
Burlington, WI 53105  
(262) 342-1161  
[cwalters@burlington-wi.gov](mailto:cwalters@burlington-wi.gov)

**Baseball 2000 Contacts**

Bud Milroy  
President - Baseball 2000  
P.O. Box 587  
Burlington, WI 53105  
(262) 492-0643

In WITNESS WHEREOF: The parties have entered into this Memorandum of Understanding  
as of this \_\_\_\_\_ day of \_\_\_\_\_, 2017

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

Baseball 2000  
P. O. Box 587  
Burlington, WI 53105

\_\_\_\_\_  
Name: Jeannie Hefty  
Title: Mayor

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

Name: \_\_\_\_\_  
Title: President Baseball 2000



**COMMITTEE OF THE WHOLE**

**ITEM NUMBER: 13**

**DATE:** February 7, 2017

**SUBJECT:** MOTION 17-864 – to considering approving a new snowmobile trail starting at the AmericInn at 2709 Browns Lake Road, north to the City of Burlington's city limit.

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

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**BACKGROUND/HISTORY:**

The Burlington Sno-Snoopers snowmobile club approached the City of Burlington seeking permission to add an additional trail section that will begin at the AmericInn Hotel and travel north for 95 feet to the Village of Rochester.

The Sno-Snoopers snowmobile club has asked for the additional trail to help increase the use of Racine County trails with the addition of the AmericInn. By adding the new trail, tourists will be able to stay at the hotel and have access to the Racine County trails without violating City ordinance 293-7 as indicated below.

§ 293-7. Operation of snowmobiles.

- A. No snowmobile shall be operated on highways or streets located in the City except pursuant to this chapter.
- B. Snowmobiles shall be operated only on the routes designated by this section. These routes shall be known as the "official snowmobile routes" and may be modified or changed by the Common Council by adoption of a map designating different or modified routes. Adoption of different snowmobile routes shall not modify or alter any other requirements or regulations of this section.
- C. Snowmobiles shall not be operated on the designated routes except between the hours of 9:00 a.m. and 11:00 p.m.
- D. There shall be no operation of snowmobiles on the designated routes except between November 15 and March 15.
- E. Routes are to be marked to designate direction of travel and location of the route every 100 feet. Trails will be marked to prohibit travel at speeds greater than 15 miles per hour.
- F. Trails shall follow the route set forth on the map known as the "Burlington Snowmobile Map" which is incorporated herewith by reference and made a part hereof. The map shall be kept on file in the office of the City Clerk and the Police Department. [Amended 11-18-2003 by Ord. No. 1740(20)]
- G. Nothing in this section shall modify or amend the regulations of Ch. 350, Wis. Stats., regulating snowmobiles.
- H. Signs will be posted at the terminus of all trails setting forth the rules and regulations contained in this chapter.
- I. Any person who violates this section or fails to operate his snowmobile on the designated routes duly adopted by the Common Council by resolution shall be subject to the penalties set forth in Chapter 1, § 1-4, of this Municipal Code. [Amended 8-19-2008 by Ord. No. 1868(10)]

**BUDGET/FISCAL IMPACT:**

There is no fiscal impact.

**RECOMMENDATION:**

Staff has reviewed the proposed trail addition and recommends that it run on the east side of Browns Lake Road to the Village of Rochester's jurisdictional line. The one resident (2681 Timber Lane) has voiced concern regarding noise and possible TV reception issues. With the addition of the new trail section, Burlington should see an increase in tourism. Historically, on average, the Racine County snowmobile season lasts about 2 weeks.

**TIMING/IMPLEMENTATION:**

With Common Council approval, the trail map will be finalized at February 21, 2017 Common Council meeting.

**ATTACHMENTS:**

Map

EXISTING  
CITY OF BURLINGTON  
SNOWMOBILE TRAIL  
Approved by Motion 12-752 01/02/2013

THIS SECTION IN  
VILLAGE OF ROCHESTER

PROPOSED ADDITION TO  
CITY OF BURLINGTON  
SNOWMOBILE TRAIL

CITY OF BURLINGTON  
CITY LIMITS

