



AGENDA
COMMON COUNCIL MEETING
Tuesday, February 21, 2017
To immediately follow the 6:30 p.m. Committee of the Whole meeting
Council Chambers, 224 East Jefferson Street

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

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

1. Roll Call
2. Pledge of Allegiance to the Flag
3. Citizen Comments
4. Chamber of Commerce Representative and Rescue Squad Representative
5. Approval of the Common Council minutes from February 7, 2017 (*E. Johnson*)pg. 4
6. Letters and Communications (*B. Grandi*) pg. 9
 - a. Correspondence from Alderman Schultz stating his absence from the February 21, 2017 Committee of the Whole and Common Council meetings.
7. Reports by Aldermanic Representatives and Department Heads
8. Reports 1- 5 (*R. Dawidziak*)pg. 11
9. Payment of Vouchers (*T. Vos*)pg. 21
10. Licenses and Permits (*T. Preusker*) pg. 41
11. Appointments and Nominations: *There are none.*
12. **PUBLIC HEARINGS:** *There are none.*

13. RESOLUTIONS:

- A. **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 was discussed at the February 7, 2017 Committee of the Whole meeting. (*T. Bauman*)..... pg. 42
- B. **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 was discussed at the February 7, 2017 Committee of the Whole meeting. (*J. Ekes*) pg. 64
- C. **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 was discussed at the February 7, 2017 Committee of the Whole meeting. (*E. Johnson*) pg. 67
- D. **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 was discussed at the February 7, 2017 Committee of the Whole meeting. (*B. Grandi*) pg. 69
- E. **Resolution 4821(40)** - to consider authorizing fee assessments for Weights and Measures license holder from July 1, 2015 through June 30, 2016. This item was discussed at the February 7, 2017 Committee of the Whole meeting. (*R. Dawidziak*) pg. 74

14. ORDINANCES: *There are none.*

15. MOTIONS:

- A. **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 was discussed at the February 7, 2017 Committee of the Whole meeting. (*T. Vos*) pg. 79
- B. **Motion 17-863** – to consider approving a Memorandum of Understanding with Baseball 2000 for the new netting and backstop at Beaumont Field. This item was discussed at the February 7, 2017 Committee of the Whole meeting. (*T. Preusker*) pg. 85
- C. **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 was discussed at the February 7, 2017 Committee of the Whole meeting. (*T. Bauman*) pg. 89

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

16. ADJOURN INTO CLOSED SESSION (*J. Ekes*)

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

- To deliberate and negotiate the purchase of 617-625 Pine Street, Burlington, Wisconsin, from the County of Racine as part of the County's delinquent tax sale process.
- To deliberate and negotiate the purchase the Knights of Columbus building located at 587 E. State Street, Burlington, Wisconsin.

17. RECONVENE INTO OPEN SESSION (*E. Johnson*)

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

18. ADJOURNMENT (*B. Grandi*)

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



COMMON COUNCIL

ITEM NUMBER: 5

DATE: February 21, 2017

SUBJECT: February 7, 2016 Common Council Minutes

SUBMITTED BY: Diahnn Halbach, City Clerk

BACKGROUND/HISTORY:

The attached minutes are from the February 7, 2016 Common Council meeting.

BUDGET/FISCAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval of the attached minutes from the February 7, 2017 Common Council meeting.

TIMING/IMPLEMENTATION:

This item is scheduled for consideration at the February 21, 2017 Common Council meeting.

ATTACHMENTS:

Common Council Minutes



CITY OF BURLINGTON
Minutes of the Common Council
Jeannie Hefty, Mayor
Diahnn C. Halbach, City Clerk
Tuesday, February 7, 2017

1. Call To Order – Roll Call

Mayor Jeannie Hefty called the meeting to order at 7:54 p.m. starting with roll call. Aldermen present: John Ekes, Ed Johnson, Bob Grandi, Ruth Dawidziak, Jon Schultz, Tom Preusker and Todd Bauman. Excused: Tom Vos

Also present: City Administrator Carina Walters, Finance Director Steve DeQuaker, City Attorney John Bjelajac, 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. Pledge of Allegiance

3. Citizen Comments

There were none.

4. Chamber of Commerce Representative and Rescue Squad Representative

There were none.

5. Approval of the January 17, 2017 Common Council Minutes

A motion was made by Alderman Ekes with a second by Alderman Johnson to approve the amended Council Minutes from January 17, 2017. With all in favor, the motion to approve the minutes was carried.

6. Letters and Communications

There were none.

7. Reports by Aldermanic Representatives and Department Heads

Alderman Ekes reported that the Board of Health recently approved a new program called “Cribs for Kids”, which requires the person requesting the crib, to attend classes and learn parenting skills in order to qualify for the program.

Administrator Walters reviewed the walking quorum policy and asked that council be mindful of these situations.

Alderman Johnson reported that the Library has hired a new Library Director, of whom is to begin working February 21, 2017, of which Walters verified to be correct.

8. Reports 1-5

A motion was made by Alderman Johnson with a second by Alderman Bauman approve Reports 1-5. With all in favor, the motion carried.

9. Payment of Vouchers

A motion was made by Alderman Grandi with a second by Alderman Ekes to approve vouchers, pre-paids and reimbursements in the amount of \$4,946,634.85.

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

10. Licenses and Permits

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

11. Appointments and Nominations - There were none.

12. Public Hearings - There were none.

13. Resolutions

A. Resolution 4814(33) – to consider approving the 2017 contract with the Racine County Economic Development Corporation (RCEDC).

A motion was made by Alderman Bauman with a second by Alderman Johnson to approve Resolution 4814(33).

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

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

A motion was made by Alderman Schultz with a second by Alderman Ekes to approve Resolution 4815(35).

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

C. 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.

A motion was made by Alderman Preusker with a second by Alderman Bauman to approve Resolution 4816(35). With all in favor the motion carried.

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

A motion was made by Alderman Bauman with a second by Alderman Preusker to approve Resolution 4817(36).

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

14. Ordinances

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

A motion was made by Alderman Ekes with a second by Alderman Preusker to approve Ordinance 2017(13) as presented. With all in favor, the motion carried.

- B. Ordinance 2018(14)** – to consider repealing and recreating Chapter 270, “Stormwater Management” of the Municipal Code.

A motion was made by Alderman Johnson with a second by Alderman Ekes to approve Ordinance 2018(14) as presented. With all in favor, the motion carried.

- C. Ordinance 2019(15)** – to consider creating Chapter 217, “Storm Sewer Illicit Discharge and Connection” of the Municipal Code.

A motion was made by Alderman Grandi with a second by Alderman Bauman to approve Ordinance 2019(15) as presented. With all in favor, the motion carried.

- D. Ordinance 2020(16)** – to consider repealing and recreating Chapter 148, “Construction Site Erosion” of the Municipal Code.

A motion was made by Alderman Dawidziak with a second by Alderman Johnson to approve Ordinance 2020(16) as presented. With all in favor, the motion carried.

15. Motions – There were none.

16. Adjourn Into Closed Session

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

- *Burlington Community Pool*

A motion was made by Alderman Schultz with a second by Alderman Bauman to adjourn into closed session. Roll Call Aye: Ekes, Johnson, Grandi, Dawidziak, Schultz, Preusker and Bauman. Nay: None. Motion carried 7-0. Meeting adjourned into Closed Session at 8:11 p.m.

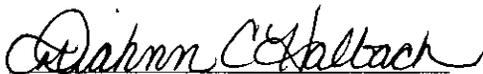
17. Reconvene Into Open Session

A motion was made by Alderman Schultz with a second by Alderman Ekes to reconvene into open session. With all in favor, the meeting reconvened into open session at 8:48 p.m.

18. Adjourn

A motion was made by Alderman Preusker with a second by Alderman Johnson to adjourn the meeting. With all in favor, the meeting adjourned at 8:48 p.m.

Meeting Minutes Respectfully Submitted by:



Diahnn C. Halbach
City Clerk
City of Burlington



COMMOM COUNCIL AGENDA

ITEM NUMBER: 6

DATE: February 21, 2017

SUBJECT: Letters and Communications

SUBMITTED BY: Alderman Jon Schultz

BACKGROUND/HISTORY:

Attached please find the following communication:

Communication A – Correspondence from Alderman Jon Schultz regarding his absence from the February 21, 2017 Committee of the Whole and Common Council meetings.

BUDGET/FISCAL IMPACT:

N/A

RECOMMENDATION

Staff recommends that the Council accept this communication.

TIMING/IMPLEMENTATION:

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

ATTACHMENTS:

Email communication

Diahnn Halbach

From: Megan Watkins
Sent: Wednesday, January 25, 2017 4:24 PM
To: Diahnn Halbach
Subject: FW: February 21st Council Meeting

From: Jon Schultz
Sent: Wednesday, January 25, 2017 4:05 PM
To: Carina Walters; Megan Watkins
Subject: February 21st Council Meeting

Carina and Megan,

I'll be unable to attend this meeting.

Thank you,

Jon E. Schultz II
Alderman, 3rd District, City of Burlington
JSchultz@Burlington-WI.gov
262.757.8580
<http://www.LifeInBurlington.com>
<https://www.facebook.com/LifeInBurlington>
<https://twitter.com/LifeInBTownWI>



COMMON COUNCIL

ITEM NUMBER: 8

DATE: February 21, 2017

SUBJECT: Reports 1- 5

SUBMITTED BY: City Staff

BACKGROUND/HISTORY:

Attached please find the following reports:

Board of Zoning Appeals Meeting Minutes – 11/15/2016
Plan Commission Meeting Minutes – 12/13/2016
Housing Authority Meeting Minutes – 01/26/2017
Police and Fire Commission Meeting Minutes – 02/07/2017
Committee of the Whole Meeting Minutes – 02/07/2017

BUDGET/FISCAL IMPACT:

N/A

RECOMMENDATION

Staff recommends that the Council approve submitted reports.

TIMING/IMPLEMENTATION:

This item is scheduled for consideration at the February 21, 2017 Common Council meeting.

ATTACHMENTS:

Meeting Minutes

City of Burlington
Board of Zoning Appeals Minutes

Date of Meeting: November 15, 2016

Members Present: John Lynch, Jr., Dan Snyder, Lori Clarke

Other Appearances: Gregory Guidry, Zoning Administrator and John Bjelajac, City Attorney

1. The meeting was called to order at 5:30 p.m.
2. A motion was made to approve the October 18, 2016 minutes by Dan Snyder and seconded by Lori Clarke.
3. There were no citizen comments.
4. A public hearing was held on the above date based upon the filing of Zoning Form No.4 Model Appeal or Application to the Zoning Board of Appeals for Zoning Variance.

The appeal was filed on October 11, 2016 by Dale Hintz and siblings, for the property located at 225 E. Jefferson for a zoning variance from Section 315-27, B-2 Central Business District, to allow the first floor unit at this property to be reused as a residential rental unit.

The appeal requests:

- _____ 1. Review, reversal, or modification of the Zoning Administrator's permit refusal, correction order or interpretation.
- __XX__ 2. A variance from the City of Burlington Zoning Code specifically the following Ordinances: 315-27

New Business:

A Consideration to approve a Zoning Variance application from Dale Hintz and siblings, for property located at 225 E. Jefferson Street, to allow the first floor unit at this property to be reused as a residential rental unit.

Discussion on zoning variance:

A public hearing was held, and the board was presented with two letters from second district Alderpersons Dawidziak and Grandi, along with a letter from Terence and Marian McCarthy, owners of property located at 217 E. Jefferson Street. The board also heard from Peter Ludwig, on behalf of Dale Hintz and siblings. Additionally, City Attorney John Bjelajac made a statement recommending the variance using a non-conforming residential status.

A motion was made to deny the variance request. The property was zoned B-2 in 2001, as such, and because there are no extraordinary circumstances, this was established based on contents of Chapter 315 Zoning, Article X. Zoning Board of Appeals. Motion to deny was made by John Lynch, seconded by Lori Clarke. Motion carried 3-0.

Discussion on Margaret Dosemagen variance was tabled. The applicant has not supplemented the board with alternative plans.

Board of Zoning Appeals
Secretary



Minutes
City of Burlington Plan Commission
December 13, 2016, 6:30 p.m.

Mayor Jeannie Hefty called the Plan Commission meeting to order at 6:30 p.m. Roll call: Alderman Tom Vos and Bob Grandi; Commissioners Darrel Eisenhardt; Chad Redman; Chris Reesman; and Andy Tully were present.

APPROVAL OF MINUTES

Alderman Vos moved, and Commissioner Redman seconded to approve the minutes of November 8, 2016. All were in favor, and the motion carried.

LETTERS & COMMUNICATIONS

None

CITIZEN COMMENTS

None

PUBLIC HEARINGS

A. A Public Hearing to hear public comments regarding a Conditional Use application from Nicholas Lovrine for property located at 357 S. Perkins Blvd. to allow a duplex to convert back to a single-family residence.

- Mayor Hefty opened the Public Hearing at 6:31 p.m.
- Nicholas Lovrine, owner, stated the house was originally a single-family residence, but due to the selling market it is advantageous to switch it back to a single-family instead of keeping it currently as a duplex.
- There were no further comments.

Alderman Grandi moved, and Alderman Vos seconded to close the Public Hearing at 6:32 p.m. All were in favor and the motion carried.

OLD BUSINESS

A. Revocation Hearing for Conditional Use Permit No. 71261 with Motor Sports Auto Sales for property located at 1157 Milwaukee Avenue, which was tabled at the November 8, 2016 meeting.

- Mayor Hefty opened this item for discussion.
- Carina Walters, City Administrator, explained that staff met with Mr. Way after the November 8, 2016 meeting at the property and found several items from the original Conditional Use were still not in compliance. Even though the business is not in operation, this does not exclude Mr. Way of making any necessary corrections of the Conditional Use,

except the two vehicles parked in front of the building. Ms. Walters stated the property is for sale by Bear Realty and that the Plan Commission can require a revised Site Plan if the property is not sold by March.

- Mr. Way stated the property was placed on the market to sell or lease by June 3, 2017 and not March. Mr. Way explained the vehicles in front have been removed as requested. The few vehicles remaining were sold to either salvage yards or dealers and will be picked up soon. Unfortunately, the key to the Trail Blazer is lost and is in the process of getting one. Mr. way also stated five more vehicles were removed after the pictures were taken in the afternoon on December 13, 2016. Mr. Way explained there are roughly 70 vehicles behind the fence and the fence that runs parallel to Milwaukee Avenue was taken down as requested.
- Ms. Walters stated since most of the issues have been mitigated, the Plan Commission has two options for this revocation. 1) Continue to allow Mr. Way to keep making corrections to become compliant with the original Conditional Use by June 30, 2017 or 2) Chose to revoke the Conditional Use. Commissioner Tully stated since the property is listed for sale, he does not see the point in revoking the Conditional Use, since Mr. Way is making progress in correcting the violations. Mr. Way explained if the property did not sell by June, he would come back to the Plan Commission with a new Conditional Use and Site Plan application, and in the meantime would keep cleaning up the property. Mr. Way suggested the parking spaces should be based on the type of business and not just a specific amount of spaces. Alderman Vos stated it would be a good idea to allow Mr. Way to work out the details with the City. Alderman Vos also stated this issue should have been brought to the Plan Commission a long time ago since this started in 2007. Ms. Walters commented that the City had many attempts to hold revocation hearing, to move forward and work with Mr. Way. Mr. Way agreed with Alderman Vos, that if this was taken care of, money could have been made.
- Attorney John Bjelajac stated that any new buyer would be required to have their own Conditional Use application. Attorney John Bjelajac also stated the Plan Commission body has the power to change parking spaces that seem fit. Mr. Guidry stated if Mr. Way does not sell the property by June, there would be less cars if a new Conditional Use application was applied for. Attorney John Bjelajac stated the Plan Commission could motion to defer to a specific date set by Ms. Walters for everything to be resolved. Ms. Walters stated this property can be brought to the Plan Commissioner earlier if it gets sold.
- There were no further comments.

Alderman Vos moved, and Commissioner Eisenhardt seconded to close the Revocation Hearing.

Attorney John Bjelajac reminded the Plan Commission to vote on a decision. Commissioner Eisenhardt questioned if an update could be given in 60-90 days from now and Ms. Walters stated the Plan Commissioner would be notified.

Alderman Vos moved, and Commissioner Tully seconded to rescind the Revocation Hearing at this time allowing time to comply with the violations.

All were in favor and the motion carried.

B. Consideration to recommend approval by the Common Council of an ordinance to amend Chapter 315-27, "B-2 Central Business District" in the Municipal Code creating trash dumpster and garbage receptacle requirements.

- Mayor Hefty opened this item for discussion.
- Gregory Guidry, Building/Zoning Administrator, stated the City is trying to avoid garbage in the downtown streets from blowing everywhere, by making sure trash receptacles are being used with lids. Commissioner Reesman clarified that the owners of downtown commercial buildings are responsible to supply service for the upstairs rental units. Mike Springer, 472 N. Pine Street, stated that he got rid of their receptacles, since it required a fencing around it and there was no room. Megan Watkins, Director of Administrative Services, and Ms. Walters stated the code does not require an enclosure around the receptacle, only a paved surface.
- There were no further comments.

Commissioner Eisenhardt moved, and Alderman Vos seconded to recommend approval of an ordinance to amend Chapter 315-27, "B-2 Central Business District".

All were in favor and the motion carried.

NEW BUSINESS

A. Consideration to approve to the Common Council of a Conditional Use application from Nicholas Lovrine for property located at 357 S. Perkins Blvd. to allow a duplex to convert back to a single-family residence, subject to Gregory Guidry's December 2, 2016 memorandum to the Plan Commission.

- Mayor Hefty opened this item for discussion.
- Commissioner Eisenhardt questioned what the properties on either side were, whether they were single-family or duplex. Mr. Guidry replied, that on either side of 357 S. Perkins Blvd. was a single-family and a two-family residence.
- Alderman Vos clarified that if a two-family residence was changed to a single-family and there were two kitchen sinks, one sink would have to be removed to meet the single-family residential code. Mr. Guidry answered yes and would see to it that other inspections were in compliance with the city code.
- There were no further comments.

Alderman Vos moved, and Commissioner Reesman seconded to approve a Conditional Use to allow a duplex to convert back to a single-family residence.

All were in favor and the motion carried.

ADJOURNMENT

Alderman Grandi moved, and Commissioner Eisenhardt seconded to adjourn the meeting at 7:23 p.m.
All were in favor and the motion carried.

Recording Secretary
Kristine Anderson
Administrative Assistant

**Housing Authority of City of Burlington Wisconsin
Riverview Manor
January 26, 2017**

The regular monthly meeting of the Housing Authority of City of Burlington Wisconsin was held on Thursday, January 26, 2017 at 6:10 P.M. at Riverview Manor. The meeting was called to order by Chairman Lapp.

COMMISSIONERS PRESENT:

Chairman Lapp, Interim Vice Chairman Heck, Secretary Iselin, Commissioner Merten, Commissioner Smith and Manager Eileen Olson.

Minutes from the regular monthly meeting held December 29, 2016, were reviewed and approved as written with a motion by Merten, seconded by Heck, and carried unanimously.

FINANCIAL REPORT:

Reserve Account balances as of December 31, 2016. (See statement balance sheet).

Patrick Romenesko presented the board with the 2015-2016 Audit

OCCUPANCY REPORT:

Manager Olson reported 46 on the waiting list for 1 bedroom units and 10 for 2 bedroom units.

BUILDING AND MAINTENANCE:

Manager Olson obtained one bid for the attic insulation. She received some referrals, and will contact those companies for additional bids.

Cintas provided a sample rug in the entry way. Manager Olson has been pleased with the performance of the sample rug. She will contact Cintas for pricing of various sizes and configurations of our most used entries.

Annual exterior window washing and carpet cleaning are scheduled for the last week of April.

Manager Olson contacted DM Ketterhagen about issues with the door on the north side of the building by the dumpsters. It is not closing properly and Troy Ketterhagen will look into options for a permanent solution for the problem.

Parking lot islands and blacktop are scheduled to be repaired in the 2018 budget. Manager Olson will obtain bids and consider moving it up into this year's budget.

Commissioner Ralph Heck agreed to assist Vic from maintenance look into the problem with the outlets in the parking lot to determine why some of them do not have power.

Manager Olson provided the board with a quote from Light Ideas, USA for furniture and window treatments for the main lounge. Total estimated cost will not exceed \$7,462.20. A motion was made by Iselin, seconded by Smith to go forward with purchasing this furniture and window treatments. Motion carried unanimously.

COMMUNICATION

Copies of the monthly operating statements, bills and bank statements were dispersed and reviewed by board members.

NEW BUSINESS

Commissioner Heck will fill the vacant Vice Chairman position until elections are held at the annual meeting.

UNFINISHED BUSINESS

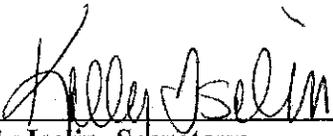
None

OTHER BUSINESS:

There were no resident comments.

ADJOURNMENT

There being no further business, motion to adjourn was made by Heck, seconded by Smith, and carried unanimously. Meeting adjourned at 7:25 P.M. The next monthly meeting is tentatively scheduled for February 9, 2017 at 6:00 p.m.



Kelly Iselin, Secretary



CITY OF BURLINGTON

POLICE – FIRE COMMISSION

300 North Pine Street, Burlington, Wisconsin 53105
(262) 763-3717



MINUTES
City of Burlington Police and Fire Commission
City Hall
300 N. Pine Street, Burlington, Wisconsin
February 7, 2017

1. Call to Order:

President Busch called the meeting to order at 6:01 p.m.

2. Roll Call:

Commissioners in attendance: Joe Busch, Kevin Morrow, Jeff Erickson, and William Smitz, City Fire Chief Alan Babe, and City Police Chief Mark Anderson. Commissioner Peter Hintz was excused.

3. Public Comments:

None.

4. Approval of Minutes

The minutes of the January 3, 2017 meeting of the Police and Fire Commission were approved. Commissioner Smitz made the motion to approve with Commissioner Morrow seconding the motion 4 ayes the motion carried.

5. Police Chief Business

Chief Anderson let us know that the eligibility list has been exhausted as the last of the approved candidates has been hired and he is at the academy for the next 4 months.

6. Fire Chief Business

A. The commission convened into closed session pursuant to section 19.85 (1) (c) Wisconsin Statutes for considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility on a motion by Commissioner Erickson and a second by Commissioner Smitz all 4 ayes carried the motion at 6:08pm.

B. The commission reconvened into open session on a motion by Commissioner Morrow seconded by Commissioner Smitz all 4 ayes carried the motion at 6:12pm.

C. Officer appointments were approved as follows Deputy Chief William McCourt, Assistant Chief Eric Jones, Assistant Chief Erich Kurth, Safety Officer Jared Owen, General Secretary Bernard (Joe) Milroy, General Treasurer Joe Schenk, Hose Company 1 Captain Adam Mueller, Lieutenant Michael Bauman, Secretary Joe Schenk, Treasurer Larry Berndt, Hose Company 2 Captain Jeremy Lazenby, Lieutenant John McCourt, Secretary Dalton McCourt, Treasurer Kyle Oldenburg, Hook and Ladder Captain Frank Solofra, Lieutenant Matt Leduc, Secretary Brad Ekola, and Treasurer Aaron Nelson. Commissioner Morrow made a motion to approve the candidates that was seconded by Commissioner Erickson all 4 ayes carried the motion.

7. Police and Fire Commission Business

None.

8. Adjourn

Motion by Commissioner Erickson to adjourn; motion seconded by Commissioner Morrow; motion carried by 4 ayes at 6:12 p.m.



COMMON COUNCIL

ITEM NUMBER: 9

DATE: February 21, 2017

SUBJECT: Prepaid and Vouchers

SUBMITTED BY: Steve DeQuaker, City Treasurer

A handwritten signature in black ink, appearing to be "S. DeQuaker", written over a horizontal line.

BACKGROUND/HISTORY:

Attached please find the Prepaid and Voucher list for bills accrued through February 21, 2017:

Total Prepaid:	\$162,466.76
Total Vouchers:	\$99,595.85
Grand Total:	<u>\$262,062.61</u>

BUDGET/FISCAL IMPACT:

5 Largest Disbursements on the Prepaid and Voucher List:

1. \$ 39,784.56 John's Disposal Service, Inc. – December Billing for Garbage and Recycle
2. \$ 38,821.40 Midwest Meter, Inc. – Meters
3. \$ 18,838.86 We Energies – 12/29/16 to 01/30/17 Street Lights
4. \$ 15,571.34 We Energies – 12/22/16 to 01/24/17 WWTP
5. \$ 15,431.14 AT&T – Maintenance Billing Per Contract

RECOMMENDATION:

Staff recommends that the Common Council accept and approve these Prepaid and Vouchers in the amount of \$262,062.61.

TIMING/IMPLEMENTATION:

This item is scheduled for consideration at the February 21, 2017 Common Council meeting.

ATTACHMENTS:

Detail listing of Prepaid and Vouchers.

For Council Approval February 21, 2017

Prepaid:	02/03/17	\$	38,615.92
	02/10/17	\$	123,850.84
Total Prepaid		\$	162,466.76
Vouchers:	02/21/17	\$	99,595.85
GRAND TOTAL		\$	262,062.61

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
100515132220						
100-515132-220 ADMIN - UTILITIES	WE ENERGIES	5843-033-004 (split)	5843033004JAN17	01/26/2017	500.95	02/03/2017
Total 100515132220:					500.95	
100515132225						
100-515132-225 ADMIN - TELEPHONE	AT & T	171-798-6300 001 (split)	4357915300	01/19/2017	326.45	02/03/2017
Total 100515132225:					326.45	
100515141220						
100-515141-220 FINANCE - UTILITY SERVIC	WE ENERGIES	5843-033-004 (split)	5843033004JAN17	01/26/2017	364.86	02/03/2017
Total 100515141220:					364.86	
100515141225						
100-515141-225 FINANCE - TELEPHONE	AT & T	171-798-6300 001 (split)	4357915300	01/19/2017	195.88	02/03/2017
Total 100515141225:					195.88	
100525211225						
100-525211-225 POLICE - TELEPHONE	AT & T	171-798-6300 001 (split)	4357915300	01/19/2017	522.32	02/03/2017
Total 100525211225:					522.32	
100525211299						
100-525211-299 POLICE - SUNDRY CONTRA	AT & T	contract # EB96224616	W1236137	01/11/2017	15,431.14	02/03/2017
Total 100525211299:					15,431.14	
100525211330						
100-525211-330 POLICE - TRAVEL	WPLF	2017 WPLF CONFERENCE	2017	01/27/2017	825.00	02/03/2017
Total 100525211330:					825.00	
100525211533						
100-525211-533 POLICE - COPY MACHINE R	JAMES IMAGING SYSTEMS, IN	TOSHIBA- 4555C	19567317	01/05/2017	631.28	02/03/2017
Total 100525211533:					631.28	
100525220220						
100-525220-220 FIRE - UTILITY SERVICES	WE ENERGIES	8403-026-057	8403026057JAN17	01/23/2017	1,867.88	02/03/2017
100-525220-220 FIRE - UTILITY SERVICES	WE ENERGIES	8419-416-558	8419416558JAN17	01/29/2017	12.48	02/03/2017
Total 100525220220:					1,880.36	
100525220298						
100-525220-298 FIRE- CONTRACT SERVICE	JAMES IMAGING SYSTEMS, IN	Lexmark XS654de - Fire Dept	726848	01/30/2017	510.09	02/03/2017
100-525220-298 FIRE- CONTRACT SERVICE	JAMES IMAGING SYSTEMS, IN	Lexmark XS654de - Fire Dept overage	726848	01/30/2017	47.72	02/03/2017
Total 100525220298:					557.81	
100525231220						
100-525231-220 BLDG INSP UTILITIES	WE ENERGIES	5843-033-004 (split)	5843033004JAN17	01/26/2017	107.31	02/03/2017
Total 100525231220:					107.31	
100535321220						
100-535321-220 STREETS - UTILITIES	WE ENERGIES	1638-891-345 (split)	1638891345JAN17	01/26/2017	717.88	02/03/2017

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100-535321-220 STREETS - UTILITIES	WE ENERGIES	8430-081-671 (split)	8430081671JAN17	01/25/2017	485.14	02/03/2017
Total 100535321220:					1,203.02	
100535321261						
100-535321-261 STREETS - LIGHTING	WE ENERGIES	0455-414-409	0455414409JAN17	01/19/2017	233.70	02/03/2017
100-535321-261 STREETS - LIGHTING	WE ENERGIES	0818-594-802	0818594802JAN17	01/25/2017	16.25	02/03/2017
100-535321-261 STREETS - LIGHTING	WE ENERGIES	0819-473-268	0819473268JAN17	01/26/2017	92.99	02/03/2017
100-535321-261 STREETS - LIGHTING	WE ENERGIES	0838-352-542	0838352542JAN17	01/24/2017	48.10	02/03/2017
100-535321-261 STREETS - LIGHTING	WE ENERGIES	0850-628-152	0850628152JAN17	01/24/2017	287.38	02/03/2017
100-535321-261 STREETS - LIGHTING	WE ENERGIES	2023-503-060	2023503060JAN17	01/25/2017	158.32	02/03/2017
100-535321-261 STREETS - LIGHTING	WE ENERGIES	4404-149-064	4404149064JAN17	01/19/2017	68.55	02/03/2017
100-535321-261 STREETS - LIGHTING	WE ENERGIES	5043-084-318	5043084318JAN17	01/24/2017	56.19	02/03/2017
100-535321-261 STREETS - LIGHTING	WE ENERGIES	5465-979-181	5465979181JAN17	01/23/2017	75.80	02/03/2017
100-535321-261 STREETS - LIGHTING	WE ENERGIES	5644-617-733	5644617733JAN17	01/25/2017	137.03	02/03/2017
100-535321-261 STREETS - LIGHTING	WE ENERGIES	5695-147-539	5695147539JAN17	01/26/2017	405.38	02/03/2017
100-535321-261 STREETS - LIGHTING	WE ENERGIES	6893-002-943	6893002943JAN17	01/24/2017	17.88	02/03/2017
100-535321-261 STREETS - LIGHTING	WE ENERGIES	7255-756-558	7255756558JAN17	01/23/2017	22.09	02/03/2017
100-535321-261 STREETS - LIGHTING	WE ENERGIES	9418-285-345	9418285345JAN17	01/26/2017	120.54	02/03/2017
Total 100535321261:					1,740.20	
100535321298						
100-535321-298 STREETS - CONTRACT SER	INTERSTATE POWER SYSTEM	shop supplies (split)	R041006839:01*	12/22/2016	5.84	02/03/2017
Total 100535321298:					5.84	
100535321354						
100-535321-354 STREETS-PARKNG STRUC	AMAZON.COM/GE MONEY	60457 8781 048912 8 (split)	046912 01/17	01/10/2017	148.67	02/03/2017
Total 100535321354:					148.67	
10055551220						
100-555551-220 PARKS - UTILITIES	WE ENERGIES	0435-566-939	0435566939DEC16	01/20/2017	40.65	02/03/2017
100-555551-220 PARKS - UTILITIES	WE ENERGIES	1638-891-346 (split)	1638891346JAN17	01/26/2017	358.93	02/03/2017
100-555551-220 PARKS - UTILITIES	WE ENERGIES	2625-548-774	2625548774DEC16	01/11/2017	38.22	02/03/2017
100-555551-220 PARKS - UTILITIES	WE ENERGIES	6211-699-899	6211699899JAN17	01/26/2017	51.69	02/03/2017
100-555551-220 PARKS - UTILITIES	WE ENERGIES	8430-081-671 (split)	8430081671JAN17	01/25/2017	242.57	02/03/2017
Total 10055551220:					732.06	
10055551298						
100-555551-298 PARKS - OUTSIDE SERVICE	INTERSTATE POWER SYSTEM	shop supplies (split)	R041006839:01*	12/22/2016	5.83	02/03/2017
Total 10055551298:					5.83	
251555511220						
251-555511-220 UTILITIES	WE ENERGIES	0810-148-657	0810148657JAN17	01/27/2017	1,001.13	02/03/2017
251-555511-220 UTILITIES	WE ENERGIES	5852-857-487	5852857487JAN17	01/26/2017	706.86	02/03/2017
Total 251555511220:					1,707.99	
251555511225						
251-555511-225 TELEPHONE	AT & T	171-798-6300 001 (split)	4357915300	01/19/2017	261.16	02/03/2017
Total 251555511225:					261.16	
251555511327						
251-555511-327 MATERIALS	WT COX SUBSCRIPTIONS	WT Cox: Account Number 2060246	2017	02/02/2017	3,739.91	02/03/2017

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Total 251555511327:					3,739.91	
621575740220						
621-675740-220 WWTP-ELECTRIC	WE ENERGIES	0469-455-267	0469455267JAN17	01/19/2017	128.02	02/03/2017
621-675740-220 WWTP-ELECTRIC	WE ENERGIES	3602-583-285	3602583285JAN17	01/22/2017	38.54	02/03/2017
621-675740-220 WWTP-ELECTRIC	WE ENERGIES	8098-971-449	8098971449JAN17	01/15/2017	36.43	02/03/2017
Total 621575740220:					202.99	
621575740225						
621-675740-225 TELEPHONE	TDS	TDS WWTP 262-539-3646	262-539-3646 01/17	01/19/2017	197.98	02/03/2017
Total 621575740225:					197.98	
622506230000						
622-606230-000 SUPPLIES	BLUETARP FINANCIAL	Water Dept. Supplies	4433038279	01/22/2017	3,051.98	02/03/2017
Total 622506230000:					3,051.98	
622506410000						
622-506410-000 SUPPLIES	AMAZON.COM/GE MONEY	60457 8781 046912 8 (split)	046912 01/17	01/10/2017	664.99	02/03/2017
Total 622506410000:					664.99	
622509040000						
622-509040-000 UNCOLLECTIBLE ACCOUNT	MPC PROPERTY GROUP LLC	Refund of overpayment 219 W Chestnut St	3.0746.09	01/30/2017	97.54	02/03/2017
Total 622509040000:					97.54	
622509280000						
622-509280-000 REG. COMM. EXPENSE	PUBLIC SERVICE COMMISSION	Uyility ID: 840	1612-I-00840	01/13/2017	1,408.18	02/03/2017
Total 622509280000:					1,408.18	
622509350000						
622-509350-000 GENERAL PLANT-SUPPLIE	WE ENERGIES	1638-891-345 (split)	1638891345JAN17	01/26/2017	717.88	02/03/2017
622-509350-000 GENERAL PLANT-SUPPLIE	WE ENERGIES	6430-081-671 (split)	6430081671JAN17	01/25/2017	485.14	02/03/2017
622-509350-000 GENERAL PLANT-SUPPLIE	INTERSTATE POWER SYSTEM	shop supplies (split)	R041006839:01*	12/22/2016	5.83	02/03/2017
Total 622509350000:					1,208.85	
623575740225						
623-575740-225 TELEPHONE	AT & T	262 757 0907 307 4	26275709070117	01/24/2017	111.36	02/03/2017
Total 623575740225:					111.36	
864212001						
864-212001 REFUNDS PAYABLE	WARNER, KIMBERLY M	2016 PROPERTY TAX REFUND	191197	01/31/2017	63.17	02/03/2017
864-212001 REFUNDS PAYABLE	HARPE DEVELOPMENT LLC	Property Tax Refund 031921002360	191021	01/27/2017	241.24	02/03/2017
864-212001 REFUNDS PAYABLE	HARPE DEVELOPMENT LLC	Property Tax Refund 031921002540	191039	01/27/2017	280.60	02/03/2017
864-212001 REFUNDS PAYABLE	LNNEMAN, KAREN A	2016 Property Tax Refund	192918	01/30/2017	99.00	02/03/2017
Total 864212001:					684.01	
Grand Totals:					38,615.92	

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
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Dated: _____

Motion for Approval by: _____

Motion Seconded by: _____

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
100239007						
100-239007 LIFE INSURANCE	SECURIAN FINANCIAL GROUP,	Policy No. 002832L Mar Billing	2017MARCH	02/10/2017	2,088.42	02/10/2017
Total 100239007:					2,088.42	
100444411000						
100-444411-000 COURT FINES & COSTS	RACINE COUNTY TREASURER	Racine Co Jail Assessment	2017JAN	02/07/2017	1,307.00	02/10/2017
100-444411-000 COURT FINES & COSTS	RACINE COUNTY TREASURER	Racine Co Surcharge	2017JAN	02/07/2017	121.00	02/10/2017
100-444411-000 COURT FINES & COSTS	ST OF WISC CONTROLLER'S O	ST OF WI CONTROLLER OFFICE JAN REMIT	2017JAN	02/07/2017	4,030.55	02/10/2017
Total 100444411000:					5,458.55	
10051511265						
100-515111-265 Festival/Fireworks/Block Party	DINERS CLUB COMMERCIAL	Amazon - Employee Appreciation Dinner	5799 01/17	01/28/2017	48.37	02/10/2017
100-515111-265 Festival/Fireworks/Block Party	DINERS CLUB COMMERCIAL	Amazon - Employee Appreciation Dinner	5799 01/17	01/28/2017	31.12	02/10/2017
100-515111-265 Festival/Fireworks/Block Party	DINERS CLUB COMMERCIAL	Amazon - Employee Appreciation Dinner	5799 01/17	01/28/2017	10.45	02/10/2017
100-515111-265 Festival/Fireworks/Block Party	DINERS CLUB COMMERCIAL	Amazon - Credit	5799 01/17	01/28/2017	31.12	02/10/2017
Total 10051511265:					58.82	
100515121310						
100-515121-310 MUNI COURT - OFFICE SUP	DINERS CLUB COMMERCIAL	Walmart (split)	6815 01/17	01/28/2017	8.96	02/10/2017
Total 100515121310:					8.96	
100515132310						
100-515132-310 ADMIN - OFF SUPP-POSTA	DINERS CLUB COMMERCIAL	CTC* Constant Contract (ongoing)	5799 01/17	01/28/2017	5.00	02/10/2017
Total 100515132310:					5.00	
100515132330						
100-515132-330 ADMIN - INSVC TRAINING &	WALTERS, CARINA	Ehlers Conference Per Diem Cash	02/15/17	02/02/2017	62.00	02/10/2017
Total 100515132330:					62.00	
100515132399						
100-515132-399 ADMIN - SUNDRY EXPENSE	DINERS CLUB COMMERCIAL	Walmart (split)	5815 01/17	01/28/2017	54.52	02/10/2017
Total 100515132399:					54.52	
100515141310						
100-515141-310 FINANCE - OFFICE SUPP/P	DINERS CLUB COMMERCIAL	Walmart (split)	5815 01/17	01/28/2017	18.20	02/10/2017
Total 100515141310:					18.20	
100515141324						
100-515141-324 FINANCE - MEMBERSHIP D	DINERS CLUB COMMERCIAL	2017 WGFOA Membership Dues	5864 01/17	01/28/2017	25.00	02/10/2017
Total 100515141324:					25.00	
100515141330						
100-515141-330 FINANCE - TRAVEL	DEQUAKER, STEVE	Per Diem Cash Advance Ehlers Conference	02/15/17	02/16/2007	62.00	02/10/2017
100-515141-330 FINANCE - TRAVEL	DEQUAKER, STEVE	Mileage Reimbursement	2017JAN	02/02/2017	21.40	02/10/2017
Total 100515141330:					83.40	
100525211240						
100-525211-240 POLICE - FUEL, OIL	VOYAGER FLEET SYSTEMS IN	Voyager Acct. 869297630 Police Dept	869297630705	02/01/2017	1,913.87	02/10/2017

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Total 100525211240:					1,913.87	
100525211242						
100-525211-242	POLICE - REPAIR/MTCE EQ	DINERS CLUB COMMERCIAL	WI Dept of Transportation	5815 01/17	76.28	02/10/2017
Total 100525211242:					76.28	
100525211310						
100-525211-310	POLICE - OFF SUPP-POSTA	DINERS CLUB COMMERCIAL	Amazon - GlobalSat BU-353-S4 USB	5898 01/17	43.82	02/10/2017
100-525211-310	POLICE - OFF SUPP-POSTA	DINERS CLUB COMMERCIAL	GooseBerries - Daniels Family Funeral Home	5898 01/17	75.00	02/10/2017
Total 100525211310:					118.82	
100525211347						
100-525211-347	POLICE - FIREARM SUPP/R	DINERS CLUB COMMERCIAL	Amazon - Supplies	5898 01/17	68.01	02/10/2017
Total 100525211347:					68.01	
100525220157						
100-525220-157	FIRE - INSERVICE TRAININ	DINERS CLUB COMMERCIAL	Barnes & Noble - EMT-Basic	8038 01/17	17.57	02/10/2017
100-525220-157	FIRE - INSERVICE TRAININ	State of Wisconsin	Notification for Demolition Form 4500-113	4500-113 02/17	100.00	02/10/2017
Total 100525220157:					117.57	
100525220240						
100-525220-240	FIRE - FUEL, OIL, LUBRICA	VOYAGER FLEET SYSTEMS IN	Voyager Acct. 869297630 Fire Dept	869297630705	523.36	02/10/2017
Total 100525220240:					523.36	
100525220242						
100-525220-242	FIRE - REPAIR & MAINT VE	REINEMANS, INC.	duct tape	114344	34.59	02/10/2017
Total 100525220242:					34.59	
100525220244						
100-525220-244	FIRE - REPAIR MAINT EQUI	DINERS CLUB COMMERCIAL	Lightning X - Gearbags	8038 01/17	509.70	02/10/2017
Total 100525220244:					509.70	
100525220246						
100-525220-246	FIRE - REPAIR MAINT OFFI	DINERS CLUB COMMERCIAL	Walmart - Recorder	8038 01/17	31.40	02/10/2017
Total 100525220246:					31.40	
100525220248						
100-525220-248	FIRE - REPAIR MAINT BLDG	DINERS CLUB COMMERCIAL	Amazon - Canister Steam System	8038 01/17	178.66	02/10/2017
100-525220-248	FIRE - REPAIR MAINT BLDG	REINEMANS, INC.	hardware	112129	6.00	02/10/2017
100-525220-248	FIRE - REPAIR MAINT BLDG	REINEMANS, INC.	credit	112140	4.06	02/10/2017
Total 100525220248:					180.60	
100525231157						
100-525231-157	INSERVICE TRAINING	DINERS CLUB COMMERCIAL	Southwest WI Building Inspectors	0114 01/17	10.00	02/10/2017
Total 100525231157:					10.00	
100525231324						
100-525231-324	BLDG INSP - MEMBERSHIP	DINERS CLUB COMMERCIAL	IAEI - Membership	0114 01/17	336.00	02/10/2017

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Total 100525231324:					336.00	
100525231372						
100-525231-372 BLDG INSP - AUTO EXPENS	VOYAGER FLEET SYSTEMS IN	Voyager Acct. 869297630 Bldg Insp	869297630705	02/01/2017	20.18	02/10/2017
Total 100525231372:					20.18	
100535321240						
100-535321-240 STREETS - FUEL, OIL & LU	VOYAGER FLEET SYSTEMS IN	Voyager Acct. 869297630 Street Dept	869297630705	02/01/2017	2,519.97	02/10/2017
Total 100535321240:					2,519.97	
100535321261						
100-535321-261 STREETS - LIGHTING	WE ENERGIES	4432-157-647	4432157647JAN17	01/30/2017	18,838.86	02/10/2017
100-535321-261 STREETS - LIGHTING	WE ENERGIES	5459-100-732	5459100732JAN17	01/27/2017	456.98	02/10/2017
100-535321-261 STREETS - LIGHTING	WE ENERGIES	7245-068-041	7245068041JAN17	01/26/2017	210.81	02/10/2017
100-535321-261 STREETS - LIGHTING	WE ENERGIES	7467-500-426	7467500426JAN17	01/26/2017	245.98	02/10/2017
100-535321-261 STREETS - LIGHTING	WE ENERGIES	8499-073-119	8499073119JAN17	01/26/2017	217.96	02/10/2017
Total 100535321261:					19,972.59	
100535321310						
100-535321-310 STREETS - OFF SUPP/POS	DINERS CLUB COMMERCIAL	IAEI - 2017 NEC Code Book	0114 01/17	01/28/2017	23.00	02/10/2017
100-535321-310 STREETS - OFF SUPP/POS	DINERS CLUB COMMERCIAL	Richters	8795 01/17	01/28/2017	11.67	02/10/2017
100-535321-310 STREETS - OFF SUPP/POS	PETTY CASH - DPW	PETTY CASH DPW	2017JAN	02/08/2017	134.99	02/10/2017
100-535321-310 STREETS - OFF SUPP/POS	CANON SOLUTIONS AMERICA,	Copier - DPW Serial FRU34827 (split)	4021385111	02/01/2017	22.84	02/10/2017
Total 100535321310:					192.50	
100535321354						
100-535321-354 STREETS-PARKNG STRUC	WE ENERGIES	7082-958-528	7082958528JAN17	01/26/2017	570.66	02/10/2017
Total 100535321354:					570.66	
100555512291						
100-555512-291 HISTORICAL SOCIETY DON	BURLINGTON HISTORICAL SO	HISTORICAL SOCIETY DONATION	2017	02/09/2017	1,000.00	02/10/2017
Total 100555512291:					1,000.00	
100555514399						
100-555514-399 SENIOR CITIZENS DONATI	BURLINGTON SENIOR CENTER	BURLINGTON SENIOR CENTER ANNUAL DONATI	2017	02/06/2017	2,000.00	02/10/2017
Total 100555514399:					2,000.00	
100555551220						
100-555551-220 PARKS - UTILITIES	WE ENERGIES	0635-112-551	0635112551JAN17	01/04/2017	22.30	02/10/2017
100-555551-220 PARKS - UTILITIES	WE ENERGIES	1269-762-568	1269762568JAN17	01/26/2017	43.47	02/10/2017
100-555551-220 PARKS - UTILITIES	WE ENERGIES	2428-946-714	2428946714JAN17	01/26/2017	1,121.13	02/10/2017
100-555551-220 PARKS - UTILITIES	WE ENERGIES	3243-370-777	3243370777JAN17	01/29/2017	36.58	02/10/2017
100-555551-220 PARKS - UTILITIES	WE ENERGIES	3698-542-543	3698542543JAN17	01/29/2017	17.33	02/10/2017
100-555551-220 PARKS - UTILITIES	WE ENERGIES	6419-916-877	6419916877JAN17	01/29/2017	20.03	02/10/2017
100-555551-220 PARKS - UTILITIES	WE ENERGIES	6895-338-188	6895338188JAN17	01/26/2017	105.72	02/10/2017
100-555551-220 PARKS - UTILITIES	WE ENERGIES	8893-353-410	8893353410JAN17	01/31/2017	64.66	02/10/2017
100-555551-220 PARKS - UTILITIES	WE ENERGIES	9274-302-992	9274302992JAN17	02/01/2017	80.26	02/10/2017
Total 100555551220:					1,511.48	

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10055551240						
100-55551-240 PARKS - FUEL, OIL, LUBRIC	VOYAGER FLEET SYSTEMS IN	Voyager Acct. 869297630 Parks Dept	869297630705	02/01/2017	385.56	02/10/2017
Total 10055551240:					385.56	
10055551310						
100-55551-310 PARKS - OFFICE SUPP, PO	CANON SOLUTIONS AMERICA,	Copier - DPW Serial FRU34827 (split)	4021385111	02/01/2017	11.42	02/10/2017
Total 10055551310:					11.42	
100575710297						
100-575710-297 GARBAGE- CONTRACT SVC	JOHNS DISPOSAL SERVICE IN	CONTRACTED BILLING/RECYCLE	105976	01/25/2017	8,752.38	02/10/2017
100-575710-297 GARBAGE- CONTRACT SVC	JOHNS DISPOSAL SERVICE IN	Riverview Manor (split)	106378	01/31/2017	108.00	02/10/2017
Total 100575710297:					8,860.38	
100575710298						
100-575710-298 GARBAGE - CONTRACT SV	JOHNS DISPOSAL SERVICE IN	CONTRACTED BILLING/GARBAGE	105976	01/25/2017	30,553.18	02/10/2017
100-575710-298 GARBAGE - CONTRACT SV	JOHNS DISPOSAL SERVICE IN	Riverview Manor (split)	106378	01/31/2017	371.00	02/10/2017
Total 100575710298:					30,924.18	
251555511225						
251-55551-225 TELEPHONE	DINERS CLUB COMMERCIAL	Google (ongoing)	5922 01/17	01/28/2017	54.16	02/10/2017
Total 251555511225:					54.16	
251555511310						
251-55551-310 OFFICE SUPPLIES, POSTA	DINERS CLUB COMMERCIAL	Walmart	5815 01/17	01/28/2017	15.84	02/10/2017
Total 251555511310:					15.84	
251555511327						
251-55551-327 MATERIALS	DINERS CLUB COMMERCIAL	Walmart - DVD's	5922 01/17	01/28/2017	16.77	02/10/2017
251-55551-327 MATERIALS	CHICAGO TRIBUNE	CHICAGO TRIBUNE LIBRARY RENEWAL	50166898 02/17	01/16/2017	727.48	02/10/2017
Total 251555511327:					744.25	
251555511330						
251-55551-330 INSERVICE TRAINING/TRAV	MCCARTHY, TAMMY	Reimbursement - m/leage	012017	01/20/2017	20.33	02/10/2017
Total 251555511330:					20.33	
452565641298						
452-565641-298 TID 5 CONTRACT SERVICE	DINERS CLUB COMMERCIAL	Kalahari (split)	5864 01/17	01/28/2017	69.00	02/10/2017
Total 452565641298:					69.00	
461565641299						
461-565641-299 Miscellaneous	DINERS CLUB COMMERCIAL	Kalahari (split)	5864 01/17	01/28/2017	69.00	02/10/2017
Total 461565641299:					69.00	
463565641299						
463-565641-299 MISCELLANEOUS	DINERS CLUB COMMERCIAL	Kalahari (split)	5864 01/17	01/28/2017	70.00	02/10/2017
Total 463565641299:					70.00	

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
621575740220						
621-575740-220	WWTP-ELECTRIC	WE ENERGIES	0225-428-357 (split)	0225428357JAN17	01/30/2017	294.28 02/10/2017
621-575740-220	WWTP-ELECTRIC	WE ENERGIES	1887-026-676	1887026576JAN17	01/24/2017	15,571.34 02/10/2017
621-575740-220	WWTP-ELECTRIC	WE ENERGIES	4847-248-215	4847248215JAN17	01/25/2017	213.96 02/10/2017
621-575740-220	WWTP-ELECTRIC	WE ENERGIES	4897-650-087	4897650087JAN17	01/25/2017	63.84 02/10/2017
621-575740-220	WWTP-ELECTRIC	WE ENERGIES	6212-377-525	6212377525JAN17	01/26/2017	3,457.06 02/10/2017
621-575740-220	WWTP-ELECTRIC	WE ENERGIES	6268-292-660	6268292660JAN17	02/01/2017	47.71 02/10/2017
Total 621575740220:					19,647.59	
621575740222						
621-575740-222	GAS	WE ENERGIES	0225-428-357 (split)	0225428357JAN17	01/30/2017	13.13 02/10/2017
621-575740-222	GAS	WE ENERGIES	0862-239-067	0862239067JAN17	01/25/2017	4,078.19 02/10/2017
621-575740-222	GAS	WE ENERGIES	2663-378-614	2663378614JAN17	01/25/2017	586.53 02/10/2017
621-575740-222	GAS	WE ENERGIES	3646-902-199	3646902199JAN17	01/25/2017	198.50 02/10/2017
Total 621575740222:					4,876.35	
621575740240						
621-575740-240	FUEL, OIL AND LUBRICANT	VOYAGER FLEET SYSTEMS IN	Voyager Acct. 869297630 WWTP	869297630705	02/01/2017	480.23 02/10/2017
Total 621575740240:					480.23	
621575740244						
621-575740-244	REPAIRS,MAINT EQUIPMEN	RUNDLE-SPENCE	Rundle-Spence - WWTP supplies	S2543617.001	02/06/2017	65.27 02/10/2017
Total 621575740244:					65.27	
621575740310						
621-575740-310	OFFICE SUPPLIES, POSTA	CANON SOLUTIONS AMERICA,	Copier - WWTP Serial FRU35325	4021381172	02/01/2017	57.10 02/10/2017
Total 621575740310:					57.10	
621575740330						
621-575740-330	SEWER - INSRVC TRNG & T	DINERS CLUB COMMERCIAL	WVOA	5849 01/17	01/28/2017	190.00 02/10/2017
Total 621575740330:					190.00	
622506220000						
622-506220-000	POWER	WE ENERGIES	0882-547-355 (split)	0882547355JAN17	01/26/2017	552.86 02/10/2017
622-506220-000	POWER	WE ENERGIES	3076-628-864	3076628864JAN17	01/27/2017	3,478.52 02/10/2017
622-506220-000	POWER	WE ENERGIES	3267-293-366	3267293366JAN17	01/25/2017	812.44 02/10/2017
622-506220-000	POWER	WE ENERGIES	3457-108-505	3457108505JAN17	01/27/2017	4,136.57 02/10/2017
622-506220-000	POWER	WE ENERGIES	6271-254-861 (split)	6271254861JAN17	01/25/2017	2,906.87 02/10/2017
622-506220-000	POWER	WE ENERGIES	7255-465-187	7255465187JAN17	01/26/2017	185.01 02/10/2017
622-506220-000	POWER	WE ENERGIES	8682-353-384 (split)	8682353384JAN17	01/26/2017	4,113.42 02/10/2017
Total 622506220000:					16,185.69	
622506230000						
622-506230-000	SUPPLIES	WE ENERGIES	0882-547-355 (split)	0882547355JAN17	01/26/2017	166.64 02/10/2017
622-506230-000	SUPPLIES	WE ENERGIES	1438-804-919	1438804919JAN17	01/29/2017	40.73 02/10/2017
622-506230-000	SUPPLIES	WE ENERGIES	1473-005-365	1473005365JAN17	01/31/2017	161.55 02/10/2017
622-506230-000	SUPPLIES	WE ENERGIES	6271-254-861 (split)	6271254861JAN17	01/25/2017	127.60 02/10/2017
622-506230-000	SUPPLIES	WE ENERGIES	6499-874-589	6499874589JAN17	01/25/2017	105.48 02/10/2017
622-506230-000	SUPPLIES	WE ENERGIES	8682-353-384 (split)	8682353384JAN17	01/26/2017	103.23 02/10/2017
622-506230-000	SUPPLIES	WE ENERGIES	9259-879-303	9259879303JAN17	01/26/2017	30.36 02/10/2017

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
Total 622506230000:					735.59	
622509040000						
622-509040-000 UNCOLLECTIBLE ACCOUNT	PLOTNER, RACHEL	Refund of overpayment w/s bill 457 Storie	4.0306.01	02/08/2017	132.62	02/10/2017
Total 622509040000:					132.62	
622509210000						
622-509210-000 OFFICE SUPPLY	TIME WARNER CABLE-MILW	Time Warner Water Acct # 700401601	700401601 02/17	02/02/2017	73.96	02/10/2017
622-509210-000 OFFICE SUPPLY	CANON SOLUTIONS AMERICA,	Copier - DPW Serial FRU34827 (split)	4021385111	02/01/2017	22.84	02/10/2017
Total 622509210000:					96.80	
622509330000						
622-509330-000 TRANSPORTATION-SUPPLI	VOYAGER FLEET SYSTEMS IN	Voyager Acct. 869297630 Water Dept	869297630705	02/01/2017	305.21	02/10/2017
Total 622509330000:					305.21	
864212001						
864-212001 REFUNDS PAYABLE	WAY, JEFFREY	031928026000 property tax refund	191256	02/07/2017	205.79	02/10/2017
864-212001 REFUNDS PAYABLE	WAY, JEFFREY	031932069000 property tax refund	192725	02/07/2017	31.47	02/10/2017
864-212001 REFUNDS PAYABLE	WAY, JEFFREY	031932070000 property tax refund	192726	02/07/2017	46.56	02/10/2017
Total 864212001:					283.82	
Grand Totals:					123,850.84	

Dated: _____

Motion for Approval by: _____

Motion Seconded by: _____

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
10051511285						
100-515111-265 Festival/Fireworks/Blook Party	NAPOLI'S PIZZA RESTAURANT	Napoli Restaurant & Catering	011417	01/14/2017	1,452.65	
Total 10051511285:					1,452.65	
10051511298						
100-515111-298 COUNCIL - CONTRACT SER	SWAGIT PRODUCTIONS, LLC	Video Streaming Services: January 2017	8439	01/31/2017	645.00	
Total 10051511298:					645.00	
10051511399						
100-515111-399 CITY COUNCIL - PUBLICATI	SOUTHERN LAKES NEWSPAPE	Bid Notice	269969	01/19/2017	108.32	
100-515111-399 CITY COUNCIL - PUBLICATI	SOUTHERN LAKES NEWSPAPE	ZBA Hearing Wiley	270318	02/06/2017	62.16	
Total 10051511399:					170.48	
100515121310						
100-515121-310 MUNI COURT - OFFICE SUP	STAPLES BUSINESS ADVANTA	STAPLES MUNICIPAL COURT SUPPLIES	8042912155	01/28/2017	51.74	
Total 100515121310:					51.74	
100515131310						
100-515131-310 MAYOR-OFFICE SUPPLIES-	STAPLES BUSINESS ADVANTA	Mayor Office Supplies	8042912155	01/28/2017	9.49	
Total 100515131310:					9.49	
100515132241						
100-515132-241 ADMIN - REP & MAINT IT	DIGICORP	2017 mall.burlington.gov SSL Cert Renewal	316894	01/31/2017	449.97	
Total 100515132241:					449.97	
100515132310						
100-515132-310 ADMIN - OFF SUPP-POSTA	ALSCO	ALSCO DPW (split) Customer # 074780	IMIL1167150	02/01/2017	2.86	
100-515132-310 ADMIN - OFF SUPP-POSTA	ALSCO	ALSCO DPW (split) Customer # 074780	IMIL1169640	02/08/2017	2.86	
100-515132-310 ADMIN - OFF SUPP-POSTA	Office Copying Equipment, LTD	Sharp MX-5070N (split)	AR17404	01/31/2017	306.76	
100-515132-310 ADMIN - OFF SUPP-POSTA	QUILL CORPORATION	#10 Peel & Seal Env (split)	3766056	01/17/2017	150.38	
100-515132-310 ADMIN - OFF SUPP-POSTA	STAPLES BUSINESS ADVANTA	STAPLES ADMIN OFFICE SUPPLIES	8042912155	01/28/2017	81.83	
Total 100515132310:					544.69	
100515132399						
100-515132-399 ADMIN - SUNDRY EXPENSE	RICHTER'S MARKETPLACE	Richter's Marketplace - City Hall	02/02/17CH	02/02/2017	11.88	
Total 100515132399:					11.88	
100515140310						
100-515140-310 CLERK - OFFICE SUPPLIES	Office Copying Equipment, LTD	Sharp MX-5070N (split)	AR17404	01/31/2017	25.00	
Total 100515140310:					25.00	
100515141213						
100-515141-213 FINANCE - ACCTING AND A	ROMENESKO, PATRICK S.C.	First Interim Billing (split)	19434	02/06/2017	4,750.00	
Total 100515141213:					4,750.00	
100515141298						
100-515141-298 FINANCE - CONTRACT SER	TRANSCENDENT TECHNOLOGI	Annual Software Maintenance 2017	M1150	02/02/2017	850.00	

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GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
Total 100515141298:					850.00	
100515141310						
100-515141-310 FINANCE - OFFICE SUPP/P	Office Copying Equipment, LTD	Sharp MX-500IN	AR17404	01/31/2017	126.09	
100-515141-310 FINANCE - OFFICE SUPP/P	STAPLES BUSINESS ADVANTA	STAPLES FINANCE SUPPLIES	8042912155	01/28/2017	124.04	
Total 100515141310:					250.13	
100515161220						
100-515161-220 ATTORNEY - CONTRACT	BJELAJAC, JOHN M	Veolia Contract	15100-029D 23	01/31/2017	345.00	
100-515161-220 ATTORNEY - CONTRACT	BJELAJAC, JOHN M	Aldermanic Elections	15100-079D 3	01/31/2017	150.00	
100-515161-220 ATTORNEY - CONTRACT	BJELAJAC, JOHN M	New City Hall	16100-101D 1	01/31/2017	240.00	
100-515161-220 ATTORNEY - CONTRACT	BJELAJAC, JOHN M	AirportHanger Agreement: DNR Investments	16100-102D 2	01/31/2017	30.00	
100-515161-220 ATTORNEY - CONTRACT	BJELAJAC, JOHN M	General File - 2017	17100-000D 1	01/31/2017	870.00	
100-515161-220 ATTORNEY - CONTRACT	BJELAJAC, JOHN M	Special Assessment Project: Pina Street	17100-002D 1	01/31/2017	495.00	
100-515161-220 ATTORNEY - CONTRACT	BJELAJAC, JOHN M	Fox Crossing Phase II Subordination Agreement	17100-007D 1	01/31/2017	150.00	
100-515161-220 ATTORNEY - CONTRACT	BJELAJAC, JOHN M	Susan Snyder: Open Records Request	17100-009D 1	01/31/2017	390.00	
Total 100515161220:					2,670.00	
100515161272						
100-515161-272 ATTORNEY - MUNICIPAL C	BJELAJAC, JOHN M	Municipal Court General File - 2017	17100-099D 1	01/31/2017	4,440.00	
Total 100515161272:					4,440.00	
100525211299						
100-525211-299 POLICE - SUNDRY CONTRA	CARLSON DETTMANN CONSUL	Appeals (split)	2056	02/01/2017	131.25	
Total 100525211299:					131.25	
100525211310						
100-525211-310 POLICE - OFF SUPP-POSTA	STAPLES BUSINESS ADVANTA	STAPLES POLICE DEPT	8042912155	01/28/2017	278.37	
Total 100525211310:					278.37	
100525211344						
100-525211-344 POLICE - JANITOR SUPPLIE	MID-AMERICAN RESEARCH CH	lemon disinfectant (split)	0599168-IN	01/27/2017	66.19	
Total 100525211344:					66.19	
100525220157						
100-525220-157 FIRE - INSERVICE TRAININ	RCFCA SEMINAR	Gasaway Seminar	010	02/02/2017	585.00	
Total 100525220157:					585.00	
100525220242						
100-525220-242 FIRE - REPAIR & MAINT VE	BENDLIN FIRE EQUIP. CO., INC.	Bendlin - Fire Dept.	94820	01/31/2017	283.83	
100-525220-242 FIRE - REPAIR & MAINT VE	REINEMANS, INC.	Supplies	117725	01/30/2017	6.46	
100-525220-242 FIRE - REPAIR & MAINT VE	REINEMANS, INC.	Supplies (split)	118180	02/07/2017	10.04	
100-525220-242 FIRE - REPAIR & MAINT VE	SIGNS & LINES BY STRETCH, L	Decals	36783	01/27/2017	184.40	
Total 100525220242:					484.72	
100525220246						
100-525220-246 FIRE - REPAIR MAINT OFFI	DIGICORP	Digicorp - Voice Labor	316963	01/29/2017	60.00	
Total 100525220246:					60.00	

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
100525220248						
100-525220-248	FIRE - REPAIR MAINT BLDG	AUTUMN SUPPLY	Autumn Supply -Towels	11611	02/01/2017	109.32
100-525220-248	FIRE - REPAIR MAINT BLDG	MENARDS	Acct # 32120264 - Fire House Supplies	25582	01/26/2017	177.10
100-525220-248	FIRE - REPAIR MAINT BLDG	MENARDS	Acct # 32120264 - Fire House Supplies	25913	01/30/2017	58.43
100-525220-248	FIRE - REPAIR MAINT BLDG	REINEMANS, INC.	Supplies	117981	02/03/2017	26.99
100-525220-248	FIRE - REPAIR MAINT BLDG	ULINE	Storage Cabinet	83759806	01/23/2017	1,394.59
100-525220-248	FIRE - REPAIR MAINT BLDG	ULINE	Storage Cabinet	83945746	01/30/2017	723.19
100-525220-248	FIRE - REPAIR MAINT BLDG	J.S. SERVICES UNLIMITED LLC	Service call - faucet leaking	2046	02/02/2017	103.65
Total 100525220248:						2,593.27
100525220295						
100-525220-295	Medical Service/Supply	EMERGENCY MED. PRODUCTS	EMP Fire Dept Supplies	1881643	01/24/2017	507.03
Total 100525220295:						507.03
100525220310						
100-525220-310	FIRE - OFFICE SUPPLIES	STAPLES BUSINESS ADVANTA	STAPLES FIRE DEPT SUPPLIES	8042912155	01/28/2017	34.04
Total 100525220310:						34.04
100525220324						
100-525220-324	FIRE - MEMBERSHIP & DUE	NATIONAL FIRE PROTECTION	Membership Dues	2017	02/09/2017	175.00
Total 100525220324:						175.00
100525220389						
100-525220-389	FIRE - PROTECTIVE CLOTH	BENDLIN FIRE EQUIP. CO., INC.	Receiver Assy, Nightfighter, AA Batt	94874	02/06/2017	1,720.00
100-525220-389	FIRE - PROTECTIVE CLOTH	REINEMANS, INC.	Supplies (split)	118180	02/07/2017	99.00
100-525220-389	FIRE - PROTECTIVE CLOTH	EAGLE ENGRAVING	EAGLE ENGRAVING FIRE DEPT SUPPLIES	2017-230	01/19/2017	365.17
100-525220-389	FIRE - PROTECTIVE CLOTH	EAGLE ENGRAVING	Fireground ID Tags	2017-427	02/02/2017	52.00
100-525220-389	FIRE - PROTECTIVE CLOTH	PAUL CONWAY SHIELDS	PAUL CONWAY FIRE	0398255-IN	01/30/2017	205.65
100-525220-389	FIRE - PROTECTIVE CLOTH	PAUL CONWAY SHIELDS	PAUL CONWAY FIRE	0398282-IN	01/31/2017	276.05
Total 100525220389:						2,717.87
100525231310						
100-525231-310	BLDG INSP - OPERATING S	Office Copying Equipment, LTD	Sharp MX-5070N (split)	AR17404	01/31/2017	25.00
Total 100525231310:						25.00
100535321159						
100-535321-159	STREETS - CLOTHING ALL	ALSCO	ALSCO DPW (split) Customer # 074780	IMIL1167150	02/01/2017	67.95
100-535321-159	STREETS - CLOTHING ALL	ALSCO	ALSCO DPW (split) Customer # 074780	IMIL1169640	02/08/2017	72.30
100-535321-159	STREETS - CLOTHING ALL	ALLIED SAFETY PRODUCTS, LL	Grain Leather Drivers, Size Lg (split)	7009	02/06/2017	192.90
Total 100535321159:						333.15
100535321211						
100-535321-211	STREETS - PHYSICALS	AURORA HEALTH CARE	Acct #600003826 Dexter, Mason	149488086	01/27/2017	75.00
Total 100535321211:						75.00
100535321240						
100-535321-240	STREETS - FUEL, OIL & LU	REINEMANS, INC.	Supplies	117746	01/30/2017	25.72
Total 100535321240:						25.72

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
100535321242						
100-535321-242 STREETS - REP MAINT VE	LANGE ENTERPRISES	28" JBC 7# w/collars (street barricades)	60830	02/01/2017	997.50	
100-535321-242 STREETS - REP MAINT VE	LYNCH TRUCK CENTER	Unit 21 parts	214979	02/02/2017	182.13	
100-535321-242 STREETS - REP MAINT VE	MOTOR PARTS COMPANY, LLC	MOTOR PARTS DPW UNIT 510	285166	01/30/2017	125.98	
100-535321-242 STREETS - REP MAINT VE	JX ENTERPRISES INC	Credit Memo	2-270310004	01/31/2017	65.75-	
Total 100535321242:					1,249.86	
100535321248						
100-535321-248 STREETS REP & MAINT BL	ALSCO	ALSCO DPW (split) Customer # 074781	IMIL1169641	02/08/2017	12.05	
Total 100535321248:					12.05	
100535321298						
100-535321-298 STREETS - CONTRACT SER	JX ENTERPRISES INC	JX Peterbill - Parts Unit 616	2-270250029	01/25/2017	2,873.42	
100-535321-298 STREETS - CONTRACT SER	TAPCO	Service Work - Signal	1553784	02/01/2017	367.50	
100-535321-298 STREETS - CONTRACT SER	TAPCO	Knockdown Buckley & Millw Ave	1553988	02/03/2017	1,535.00	
100-535321-298 STREETS - CONTRACT SER	WANASEK CORPORATION	Truck Sweeper	6903	02/08/2017	1,421.00	
100-535321-298 STREETS - CONTRACT SER	OUTDOOR LIGHTING CONST IN	Repair - Dodge & Jefferson	7752	02/09/2017	3,131.69	
100-535321-298 STREETS - CONTRACT SER	RESPONDER SERVICES, LLC	Adult AED Electrodes (split)	17123	01/30/2017	91.22	
Total 100535321298:					9,419.83	
100535321310						
100-535321-310 STREETS - OFF SUPP/POS	QUILL CORPORATION	#10 Peel & Seal Env (split)	3766056	01/17/2017	58.59	
100-535321-310 STREETS - OFF SUPP/POS	STAPLES BUSINESS ADVANTA	STAPLES STREET SUPPLIES	8042912155	01/28/2017	62.62	
Total 100535321310:					121.21	
100535321350						
100-535321-350 STREETS - REP MAINT SUP	ELKHORN CHEMICAL & PACKA	Janitor Supplies	583923	01/27/2017	416.00	
100-535321-350 STREETS - REP MAINT SUP	GRAINGER	GRAINGER WWTP SUPPLIES (split)	9349139577	02/02/2017	265.78	
100-535321-350 STREETS - REP MAINT SUP	GRAY'S INC.	Gray's DPW Schmidt Blade	33837	01/31/2017	4,671.14	
100-535321-350 STREETS - REP MAINT SUP	HUMPHREY SERVICE & PARTS,	Stock	1135196	01/27/2017	31.94	
100-535321-350 STREETS - REP MAINT SUP	HUMPHREY SERVICE & PARTS,	Stock	1135599	02/01/2017	51.18	
100-535321-350 STREETS - REP MAINT SUP	HUMPHREY SERVICE & PARTS,	Stock	1135634	02/01/2017	78.32	
100-535321-350 STREETS - REP MAINT SUP	HUMPHREY SERVICE & PARTS,	light	1136165	02/07/2017	25.20	
100-535321-350 STREETS - REP MAINT SUP	MENARDS	Menards Acct 32120266	26102	02/02/2017	3.64	
100-535321-350 STREETS - REP MAINT SUP	JX ENTERPRISES INC	Credit Memo	2-270200075	01/20/2017	212.80-	
100-535321-350 STREETS - REP MAINT SUP	REINEMANS, INC.	Supplies	116568	01/09/2017	3.14	
100-535321-350 STREETS - REP MAINT SUP	REINEMANS, INC.	Supplies	117584	01/27/2017	28.70	
100-535321-350 STREETS - REP MAINT SUP	REINEMANS, INC.	epoxy	118123	02/07/2017	6.29	
100-535321-350 STREETS - REP MAINT SUP	WELDERS SUPPLY COMPANY	Acetylene	433373	01/19/2017	106.93	
100-535321-350 STREETS - REP MAINT SUP	ZEP SALES & SERVICE	ZEP DPW SUPPLIES (split)	9002642279	01/25/2017	190.97	
100-535321-350 STREETS - REP MAINT SUP	Kaestner Auto Electric Co	4 pc kil	249978	02/09/2017	275.00	
Total 100535321350:					5,941.43	
10055532350						
100-555532-350 POOL	BJELAJAC, JOHN M	Community Pool II	15100-039D 9	01/31/2017	855.00	
Total 10055532350:					855.00	
10055551159						
100-555551-159 PARKS - CLOTHING	ALSCO	ALSCO DPW (split) Customer # 074780	IMIL1167150	02/01/2017	17.82	
100-555551-159 PARKS - CLOTHING	ALSCO	ALSCO DPW (split) Customer # 074780	IMIL1169640	02/08/2017	17.82	
100-555551-159 PARKS - CLOTHING	ALLIED SAFETY PRODUCTS, LL	Grain Leather Drivers, Size Lg (split)	7009	02/06/2017	192.90	

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
Total 10055551159:					228.54	
10055551211						
100-555551-211 PARKS - PHYSICALS	AURORA HEALTH CARE	Acct #600003826 Phillips, Joseph	149530582	01/30/2017	50.00	
Total 10055551211:					50.00	
10055551242						
100-555551-242 PARKS - REPAIR MAINT VE	VERMEER WISCONSIN, INC	Hand Pruners	20193426	01/27/2017	115.63	
100-555551-242 PARKS - REPAIR MAINT VE	OTTO PAAP CO, INC	Otto Paap - Park Dept parts	117564	01/31/2017	339.80	
100-555551-242 PARKS - REPAIR MAINT VE	MID-STATE EQUIPMENT	Rubber Mount	V69410	01/26/2017	52.28	
Total 10055551242:					507.71	
10055551248						
100-555551-248 PARKS - REPAIR MAINT BL	ALSCO	ALSCO DPW (split) Customer # 074781	IMIL1189641	02/08/2017	6.03	
Total 10055551248:					6.03	
10055551298						
100-555551-298 PARKS - OUTSIDE SERVICE	PATS SERVICES, INC	CITY OF BURLINGTON DOG PARK	A-138294	02/03/2017	80.00	
100-555551-298 PARKS - OUTSIDE SERVICE	WANASEK CORPORATION	repair sanitary lateral	6892	02/08/2017	3,852.82	
Total 10055551298:					3,932.82	
10055551350						
100-555551-350 PARKS - REPAIR/MTCE SUP	GRAINGER	GRAINGER WWTP SUPPLIES (split)	9349139577	02/02/2017	132.88	
100-555551-350 PARKS - REPAIR/MTCE SUP	MENARDS	Menards Acct 32120265	26211	02/03/2017	104.91	
100-555551-350 PARKS - REPAIR/MTCE SUP	ZEP SALES & SERVICE	ZEP DPW SUPPLIES (split)	9002642279	01/25/2017	190.97	
100-555551-350 PARKS - REPAIR/MTCE SUP	OTTO PAAP CO, INC	chaps	117566	01/31/2017	120.95	
Total 10055551350:					549.71	
100555561298						
100-5555561-298 FORESTRY-CONTRACT SE	COMPLETE TREE SERVICE, LL	DPW - removed trunk	209484	01/25/2017	350.00	
Total 100555561298:					350.00	
100555641298						
100-5555641-298 PLAN COMM - CONTRACT S	KAPUR & ASSOCIATES, INC.	17.0095.01 Burlington 2017 Plan Review	89941	02/06/2017	763.00	
Total 100555641298:					763.00	
100575710299						
100-575710-299 GARBAGE- CNTRCT SVCS	WELDERS SUPPLY COMPANY	Nitrogen	436316	02/03/2017	43.90	
100-575710-299 GARBAGE- CNTRCT SVCS	KAPUR & ASSOCIATES, INC.	17.0115.01 Burlington Landfill 2017-2018	89990	02/09/2017	850.44	
Total 100575710299:					894.34	
251555511211						
251-555511-211 PHYSICALS	AURORA HEALTH CARE	Acct #600003826 Davies, Joseph	149705752	02/03/2017	96.00	
Total 251555511211:					96.00	
251555511247						
251-555511-247 REPAIR, MAINTENANCE BUI	MID-AMERICAN RESEARCH CH	lemon disinfectant (split)	0699168-IN	01/27/2017	68.20	

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
Total 251555511247:					66.20	
621575740159						
621-575740-159 CLOTHING ALLOWANCE	ALSCO	ALSCO WWTP (split) Cust # 012230	IMIL1167152	02/01/2017	76.95	
621-575740-159 CLOTHING ALLOWANCE	ALSCO	ALSCO WWTP (split) Cust # 012230	IMIL1169643	02/08/2017	76.95	
Total 621575740159:					153.90	
621575740244						
621-575740-244 REPAIRS,MAINT EQUIPMEN	ALSCO	ALSCO WWTP (split) Cust # 012230	IMIL1167152	02/01/2017	14.91	
621-575740-244 REPAIRS,MAINT EQUIPMEN	ALSCO	ALSCO WWTP Cust # 012231 (split)	IMIL1167153	02/01/2017	123.72	
621-575740-244 REPAIRS,MAINT EQUIPMEN	ALSCO	ALSCO WWTP (split) Cust # 012230	IMIL1169643	02/08/2017	14.91	
621-575740-244 REPAIRS,MAINT EQUIPMEN	GRAINGER	GRAINGER WWTP SUPPLIES	9337875851	01/23/2017	19.82	
621-575740-244 REPAIRS,MAINT EQUIPMEN	MENARDS	Menards Acct 32120265 (split)	25366	01/23/2017	13.86	
621-575740-244 REPAIRS,MAINT EQUIPMEN	WELDERS SUPPLY COMPANY	WELDERS SUPPLY- WWTP (split)	433374	01/19/2017	12.21	
Total 621575740244:					199.43	
621575740248						
621-575740-248 PLANT OPERATION	UNISON SOLUTIONS, INC	WI Media	2017-5467	01/27/2017	3,447.50	
Total 621575740248:					3,447.50	
621575740249						
621-575740-249 LABORATORY	ALSCO	ALSCO WWTP (split) Cust # 012230	IMIL1167152	02/01/2017	5.10	
621-575740-249 LABORATORY	ALSCO	ALSCO WWTP Cust # 012231 (split)	IMIL1167153	02/01/2017	86.45	
621-575740-249 LABORATORY	ALSCO	ALSCO WWTP (split) Cust # 012230	IMIL1169643	02/08/2017	5.10	
621-575740-249 LABORATORY	NCL OF WISCONSIN, INC	NCL Acct No. 6900 WWTP supplies	384755	01/26/2017	431.48	
621-575740-249 LABORATORY	NCL OF WISCONSIN, INC	NCL Acct No. 6900 WWTP supplies	384872	01/30/2017	379.42	
Total 621575740249:					907.55	
621575740298						
621-575740-298 CONTRACT SERVICE	ROMENESKO, PATRICK S.C.	First Interim Billing (split)	19434	02/06/2017	2,375.00	
621-575740-298 CONTRACT SERVICE	CARLSON DETTMANN CONSUL	Appeals (split)	2056	02/01/2017	262.50	
Total 621575740298:					2,637.50	
621575740353						
621-575740-353 REPAIR & MAINT LIFT STAT	MENARDS	Menards Acct 32120285 (split)	25366	01/23/2017	9.65	
Total 621575740353:					9.65	
621575740359						
621-575740-359 SANITARY SEWER REPAIR,	DIGGERS HOTLINE, INC	DIGGERS HOTLINE 42701	170 1 42701	01/31/2017	30.45	
Total 621575740359:					30.45	
621575740374						
621-575740-374 SAFETY	WELDERS SUPPLY COMPANY	WELDERS SUPPLY- WWTP (split)	433374	01/19/2017	29.16	
621-575740-374 SAFETY	RESPONDER SERVICES, LLC	Adult AED Electrodes (split)	17123	01/30/2017	91.23	
Total 621575740374:					120.39	
622503460000						
622-603460-000 METERS & LABOR	MIDWEST METER INC	Midwest Meter - Meters	0085796-DM	01/24/2017	38,821.40	

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
Total 622503460000:					38,821.40	
622506230000						
622-506230-000 SUPPLIES	NORTHERN LAKE SERVICE, IN	NORTHERN LAKE SERVICE TESTING	309096	01/25/2017	152.00	
Total 622506230000:					152.00	
622506250000						
622-506250-000 MAINTENANCE-SUPPLIES	REINEMANS, INC.	Paris for radium maintenance	117909	02/02/2017	16.13	
622-506250-000 MAINTENANCE-SUPPLIES	REINEMANS, INC.	BRS Nipple	118135	02/07/2017	14.38	
Total 622506250000:					30.51	
622506510000						
622-506510-000 MAINS, WATER BREAKS-SU	DIGGERS HOTLINE, INC	DIGGERS HOTLINE 42701	170 1 42701	01/31/2017	30.45	
Total 622506510000:					30.45	
622506530000						
622-506530-000 METERS, REPAIRS & TESTI	MENARDS	Menards Acot 32120265	25890	01/30/2017	11.36	
Total 622506530000:					11.36	
622509030000						
622-509030-000 OFFICE SUPPLIES	ALSCO	ALSCO DPW - Water Customer #025570	IMIL1167151	02/01/2017	31.46	
622-509030-000 OFFICE SUPPLIES	ALSCO	ALSCO DPW - Water Customer #025570	IMIL1169642	02/08/2017	31.46	
Total 622509030000:					62.92	
622509210000						
622-509210-000 OFFICE SUPPLY	BEST STAMPS	PRE-INKED STAMPER	355310	01/31/2017	18.00	
622-509210-000 OFFICE SUPPLY	STAPLES BUSINESS ADVANTA	STAPLES WATER OFFICE SUPPLIES	8042912155	01/28/2017	23.14	
Total 622509210000:					41.14	
622509230000						
622-509230-000 OUTSIDE SERVICES	ROMENESKO, PATRICK S.C.	First Interim Billing (split)	19434	02/06/2017	2,375.00	
622-509230-000 OUTSIDE SERVICES	CARLSON DETTMANN CONSUL	Appeals (split)	2056	02/01/2017	131.25	
Total 622509230000:					2,506.25	
622509300000						
622-509300-000 MISCELLANEOUS-SUPPLIE	SOUTHERN LAKES NEWSPAPE	Snow Removal - Hydrants Display	145569 01/11/17	01/11/2017	54.00	
622-509300-000 MISCELLANEOUS-SUPPLIE	SOUTHERN LAKES NEWSPAPE	Snow Removal - Hydrants Display	145620 01/19/17	01/19/2017	47.40	
Total 622509300000:					101.40	
622509350000						
622-509350-000 GENERAL PLANT-SUPPLIE	ALSCO	ALSCO DPW (split) Customer # 074781	IMIL1169641	02/08/2017	12.05	
622-509350-000 GENERAL PLANT-SUPPLIE	GRAINGER	GRAINGER WWTP SUPPLIES (split)	9349139577	02/02/2017	265.78	
Total 622509350000:					277.83	
623575740298						
623-575740-298 CONTRACT SERVICES	BURLINGTON DEVELOPMENT	TIME WARNER	2017FEB	02/01/2017	183.00	
623-575740-298 CONTRACT SERVICES	BURLINGTON DEVELOPMENT	Pat's Sanitary Service	2017FEB	02/01/2017	35.97	
623-575740-298 CONTRACT SERVICES	BURLINGTON DEVELOPMENT	Outside Service - Cleaning	2017FEB	02/01/2017	120.42	
623-575740-298 CONTRACT SERVICES	BURLINGTON DEVELOPMENT	pest control services	2017FEB	02/01/2017	55.00	

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
Total 623575740298:					394.39	
623575740310						
623-575740-310 OPERATING SUPPLIES	BURLINGTON DEVELOPMENT	kitchen/hangar supplies	2017FEB	02/01/2017	119.40	
623-575740-310 OPERATING SUPPLIES	BURLINGTON DEVELOPMENT	Printer Ink	2017FEB	02/01/2017	84.06	
Total 623575740310:					203.46	
Grand Totals:					99,596.85	

Dated: _____

Motion for Approval by: _____

Motion Seconded by: _____



DATE: February 21, 2017

SUBJECT: Licenses & Permits

SUBMITTED BY: Diahnn Halbach, City Clerk

BACKGROUND/HISTORY:

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

Operator's Licenses:

Nancy Belau

Logan Boshell

Courtney Paige Seifert

SPECIAL EVENT:

BUDGET/FISCAL IMPACT:

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

RECOMMENDATION:

Staff recommends that the Common Council approve the presented license and permits.

TIMING/IMPLEMENTATION:

This item is scheduled for consideration at the February 21, 2017 Common Council meeting.

ATTACHMENTS:

Special Event Permits



DATE: February 21, 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

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 was discussed 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:

Diahn Halbach, City Clerk

Use this
on for
2/21

AGREEMENT

Collection of Solid Waste and Recyclables

Agreement ("Agreement") is made and entered into this _____ day of February, 2017 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 on the part of the City to 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 in 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:

(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: By October 1 of each year beginning in 2017 the contractor and city will negotiate the rate for the upcoming year (2018 – 2022). 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 1, 2017, 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 shall expire on December 31, 2022, 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) 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 on the part of the City to renew for an additional 3 years, beginning January 1, 2020 and ending on December 31, 2022

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

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

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 21, 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

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 was discussed 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:

HOUSE NUMBER	STREET NAME
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 (½) of the total cost of the improvements; and
4. The City of Burlington will bear one-half (½) 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: Wednesday, April 5, 2017 at 6:30 p.m.

Introduced: February 7, 2017

Adopted:

Jeannie Hefty, Mayor

Attest: _____

Diahnn Halbach, City Clerk



COMMON COUNCIL

ITEM NUMBER: 13C

DATE: February 21, 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

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 was discussed 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:

Diahnn Halbach, City Clerk



DATE: February 21, 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 was discussed 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

□

TASK ORDER #101									
Burlington Landfill - Groundwater and Gas Control System Monitoring, Sampling and Report Preparation For 2017-2018									
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		
FOR 2017 through 2018									
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
TOTALS		62	\$7,750.00	115	\$12,535.00	198	\$14,850.00	313	\$35,135.00
								Sub Total:	\$35,135.00
								Expenses:	\$14,684.00
								Project Total:	\$49,819.00

Summary of Expenses	Units	Cost	Total
Methane Sampling	Per Year	\$312.00	\$624.00
Laboratory Analysis	Per Year	\$4,175.00	\$8,350.00
Field Equipment	Per year	\$2,855.00	\$5,710.00
Totals			\$14,684.00

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



DATE: February 21, 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 was discussed 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:

Jeannie Hefty, Mayor

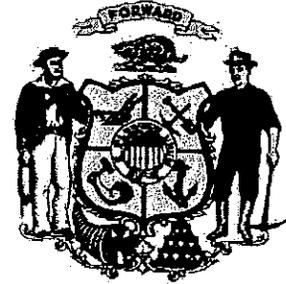
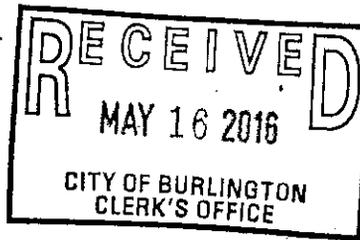
Attest:

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	Kohls #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



Bill To: **COPY** INVOICE
 State of Wisconsin
 Dept of Ag, Trade & Cons Protc

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

Invoice No: 115-0000000745
 Invoice Date: 5/13/16
 Page: 1 of 1

RECEIVED			
DEPARTMENT <i>Clerk</i>			
APPROVED: <i>DA</i>		VENDOR: <i>3291</i>	
QTY	DEPT	ITEM	AMOUNT
100	515132	219	6400
DATE	TOTAL		
<i>5-17-16</i>			<i>6400</i>

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.						
Subtotal:						6,400.00
Amount Due:						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 21, 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

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 was discussed 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

LEASE

THIS INDENTURE made this 16th 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 1st, 2016 and ending November 30th, 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 *Ben Mityz* 2/2/17

BURLINGTON AREA SCHOOL DISTRICT *[Signature]* 2/9/17
Dated: *[Signature]*

CATHOLIC CENTRAL HIGH SCHOOL *Tom [Signature]*
Dated: *[Signature]*

BURLINGTON BARRONS *Ben Mityz*
Dated: 2/2/17

BURLINGTON AMERICAN LEGION BASEBALL, INC *Dennis C. Busch*
Dated: 2/7/17

Should include Contact information,

Lessor:

Carina Walters
Carina Walters, City Administrator
City of Burlington

Jim Bergles, Director of Public Works
City of Burlington

CC: Darrell Eisenhardt



DATE: February 21, 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

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 was discussed 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

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



COMMON COUNCIL

ITEM NUMBER: 15C

DATE: February 21, 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

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

