

**AGENDA**  
**COMMITTEE OF THE WHOLE**  
**Tuesday, March 7, 2017 at 6:30 p.m.**  
**Common Council Chambers - 224 East Jefferson Street**

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

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

1. Call to Order – Roll Call
2. Citizen comments
3. Approval of minutes for February 21, 2017 (*R. Dawidziak*) ..... *pg. 2*
4. **Topic: Resolution 4823(42)** - to consider approving the purchase of a “Class B” Liquor License from the Town of Spring Prairie, Wisconsin. This item is scheduled for final consideration at the March 21, 2017 Common Council meeting. .... *pg.7*
5. **Topic: Resolution 4824(43)** - to consider amending the City of Burlington Fee Schedule. This item is scheduled for final consideration at the March 21, 2017 Common Council meeting. .... *pg. 9*
6. **Topic: Ordinance 2021(17)** - to consider repealing Chapter 100-2, “Public Dances and Dance Halls” of the Code of the City of Burlington in its entirety. This item is scheduled for final consideration at the March 21, 2017 Common Council meeting. .... *pg. 22*
7. **Topic: Motion 17-865** – to consider approving the 2017 Fireworks for the Fourth of July. This item is scheduled for the March 21, 2017 Common Council meeting for final consideration. .... *pg. 26*
8. **Topic: Motion 17-866** – to consider approving an Airport Hangar Lease with Dale Severs and Karen Riccio for 832 Hotel Taxiway, at the Burlington Municipal Airport.. This item is scheduled for the March 21, 2017 Common Council meeting for final consideration. .... *pg. 34*
9. **Adjourn** (*T. Vos*)



**COMMITTEE OF THE WHOLE**

**ITEM NUMBER: 3**

---

**DATE:** March 7, 2017

**SUBJECT:** February 21, 2017 Committee of the Whole Minutes

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

---

**BACKGROUND/HISTORY:**

The attached minutes are from the February 21, 2017 Committee of the Whole meeting.

**BUDGET/FISCAL IMPACT:**

N/A

**RECOMMENDATION:**

Staff recommends approval of the attached minutes from the February 21, 2017 Committee of the Whole meeting.

**TIMING/IMPLEMENTATION:**

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

**ATTACHMENTS:**

Committee of the Whole Minutes



**CITY OF BURLINGTON**  
**Committee of the Whole Minutes**  
**Jeannie Hefty, Mayor**  
**Diahnn Halbach, City Clerk**  
**Tuesday, February 21, 2017**

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

Mayor Jeannie Hefty called the meeting to order at 6:32 p.m. starting with roll call. Aldermen present: John Ekes, Ed Johnson, Bob Grandi, Ruth Dawidziak, Tom Preusker and Todd Bauman.

Excused: Tom Vos and Jon Schultz

Also present: City Administrator Carina Walters, City Attorney John Bjelajac, Finance Director Steve DeQuaker, Police Chief Mark Anderson, Fire Chief Alan Babe, DPW Director James Bergles, City Clerk Diahnn Halbach and Building Inspector Gregory Guidry.

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

**2. Citizens Comments and Questions**

Bob Prailes, along with Ken Asboth, president of the Kiwanis Club, presented a check to the City of Burlington Fire Department in the amount of \$1000 for the Firefighters for Charity program, and a check in the amount of \$500 to the City of Burlington Police Department to put towards the K-9 program.

Alderman Vos arrived at 6:35 p.m.

**3. Approval of Minutes from February 7, 2017**

A motion was made by Alderman Bauman with a second by Alderman Ekes to approve the minutes from February 7, 2017. With all in favor, the motion carried to approve the minutes.

**4. Topic: Discussion – regarding the receivership of liquor licenses with conditional terms.**

Walters reviewed the background regarding “Class B” Liquor licenses and stated that the City is currently out of all “Class B” liquor licenses, including its one reserve license and that without this license, the City is unable to recruit or be recruited by businesses that require a liquor license. Walters went on to explain that in an effort to be proactive, the City has sent letters to Town of Burlington, Spring Prairie, Lyons, and the Village of Rochester, in accordance with Wisconsin State Statutes, to request a transfer of a liquor license. Town of Spring Prairie has offered to sell one of their liquor licenses to the City of Burlington for \$12,500 and if Council approves, staff will work to draft a resolution as the next step in this process. In addition, Walters also asked Council what their tolerance would be if another municipality offered to sell us a liquor license with conditions. Attorney Bjelajac gave an example of a condition that could be placed on a license, such as it must be issued to a certain business and if no longer in use, must go back to the original municipality it came from.

Alderman Dawidziak suggested the City accept the offer from Spring Prairie and felt certain conditions are okay and could help businesses grow in the Burlington community. Alderman Bauman also felt that conditions would be okay so long as they were ethical.

Alderman Preusker asked how the transferred liquor license would normally work. Walters responded that typically, once a license has been transferred, it permanently belongs to the City and that there is a one-time fee that is paid to the municipality that sells the City the license. The City would then recoup that fee from the entity in which it would be issued to. If that entity were to eventually surrender that license, the license would go back to the City and then reissued to another entity upon approval of application, for a fee of not less than \$10,000.

Preusker stated that he didn't like the idea of having conditions attached to a liquor license and felt that regular policy should be followed. Preusker further stated that the real issue is that the City doesn't have enough licenses and that changes need to be made within the Tavern League. He further stated the Council needs to be more cautious to whom licenses are being issued.

Vos stated he was in favor of purchasing the license and agree with Preusker regarding the need for legislative change.

Ekes stated he was also in favor of purchasing the license, but not fond of a license with conditions.

5. **Topic: Discussion** – regarding the possible revocation of liquor license at 217 N. Pine Street, formerly known as Tailgators Bar & Grill.

Walters reviewed the City's Liquor License Ordinance which states that the City may revoke a liquor license if a business becomes inactive for 90 consecutive days. Walters stated that Tailgators Bar & Grill had closed their doors in October 2016 and has been in violation of the Ordinance. Walters further explained that the previous owners of the Brickyard LLC, Wayne and Margaret Schultz, have reestablished ownership and have submitted the appropriate paperwork for a Change of Agent as of February 16, 2016. Bjelajac further established that the Schultz's, per state statute, may remain open and serve alcohol up until tonight's meeting; however, would need to cease selling alcohol after tonight's meeting until and upon Council approval of the Change of Agent at the next scheduled meeting of March 7, 2017.

Walters introduced the Schultz's and asked them to identify their business plan. Wayne Schultz explained the background history of the lease to purchase agreement with the previous tenants, stating that after five months, they closed their doors. Schultz was not aware of the 90-day rule and stated they tried to open as soon as they could but had many unexpected arrangements that needed to be made, as they had planned to retire and move on with life in a different direction. Schultz further stated that they have every intention to get this restaurant up and running again; however, without a liquor license, they won't stand a chance and the city will be left with another vacant building.

Dawidziak stated that when the ordinance was changed to the 90-day rule, it was discussed there would be flexibility and Council would use discretion on a case-by-case scenario.

Alderman Johnson stated that he feels Council will be in full support of the Brickyard re-opening and retaining their liquor license.

6. **Topic: Discussion** – regarding the possible construction/expansion of the Veteran's Memorial Wall at Echo Park.

Mayor Hefty presented the proposal of a new memorial at Echo Park to commemorate the veterans who have passed away. Hefty stated that she was approached by several veterans who expressed their desire to see a more permanent structure to honor the names of deceased local service personnel. Hefty explained that this wall would be a permanent structure made of concrete with four 6'x6' granite panels and the cost is estimated to be between \$35,000 and \$42,000. Hefty stated she is working on the project as a resident and widow of a veteran, not as the Mayor. She stressed it is not a City of Burlington project and that donations would have to cover the cost. Mayor Hefty further stated that the goal is to have this project completed in time for Veteran's Day November 2017.

Alderman Grandi stated that this sounds like a nice project.

Alderman Bauman asked if any grants were available for a project like this. Mayor Hefty responded that the veterans were already looking into it.

Alderman Vos stated his concern for the tight timeline and asked if the City could possibly front the money to get the project moving and then be reimbursed by the donations. Dawidziak, Bauman and Grandi all echoed this same thought. Walters responded that the City could look into it.

Mayor Hefty stated that she felt strongly that the community will rise to this and the VFW is accepting donations under its non-profit status to fund the project.

7. **Resolution 4822(41)** - to consider approving an Engineering Service Agreement with Baxter & Woodman, Inc. to prepare a Phosphorus Operational Evaluation and Study of feasible alternatives for phosphorus removal engineer services for the not-to-exceed amount of \$16,000.

Bergles gave an overview of phosphorus regulations being set by the state and stated that the Waste Water Treatment Plant is required to reduce phosphorus discharge to .10 mg/l by January 1, 2024, as well as have a Preliminary Compliance Alternatives Plan completed by December 31, 2017, which will assist the City with preparing an operational evaluation for phosphorus removal and a review of feasible alternatives for compliance.

Alderman Ekes asked what the current phosphorus levels are. Bergles replied they are currently between 9.0 and 10.0. Ekes then asked if industries are being analyzed. Bergles responded that industries are tested and they may need to install phosphorus removal equipment. Ekes stated that he would like to see the City enforce companies to manage discharge levels internally before spending money on its own equipment upgrades.

Alderman Bauman inquired as to what is the City's current phosphorus discharge level. Bergles responded that with the chemicals currently being used, levels are around .37. Bauman further inquired about the current levels in the river without anybody else's input and if it's higher than .1. Bergles responded that it's not much higher, at about a .2 to .3, but changes seasonally. Bergles further stated the river needs phosphorus to survive; however DNR is requiring that level be reduced to .1. Bergles also stated that run-off from soils also affects the levels in the river and options to address this issue is also being considered. Attorney Bjelajac stated the City attempted to file a site specific appeal with the DNR but was denied.

Student representative Ryan Werner stated that he understands that much of the phosphorus in the river is a result of run-off from farming and questioned if it's entirely possible to limit that amount of phosphorus in the river because serious restrictions would need to put on farms and industries,

and feels this would be nearly impossible to do. Alderman Ekes replied that is why the DNR comes to the City instead.

Bergles responded that another idea rather than spending \$5 million on a filtration system, is to move upstream, implement a riverbank stabilization system and pay the farmer not to farm the last 20 feet of their fields in order to help stop the soil from washing into the river from the farm fields.

Bauman asked if it's possible to lower the phosphorous levels to .1 if industries improved the management of what they discharge before it gets to the Waste Water Treatment Plant. Bergles replied that it's possible, but would require an ordinance change.

**8. Adjourn**

A motion was made by Ekes with a second by Grandi to adjourn the meeting. With all in favor, the meeting adjourned at 7:29 p.m.

Minutes respectfully submitted by:



Megan E. Watkins  
Director of Administrative Services  
City of Burlington



**COMMITTEE OF THE WHOLE**

**ITEM NUMBER: 4**

**DATE:** March 7, 2017

**SUBJECT: RESOLUTION 4823(42)** – A Resolution to Purchase a “Class B” Liquor License from the Town of Spring Prairie, Wisconsin

**SUBMITTED BY:** Carina Walters, City Administrator

---

**BACKGROUND/HISTORY:**

The City of Burlington is currently out of all “Class B” Liquor Licenses including its reserve license. As a result, the City is unable to recruit and or be recruited by restaurants, as a condition of its arrival would be to have a “Class B” Liquor License. Being proactive, staff has officially requested the purchase of a Liquor License from the Town of Burlington, Lyons, Spring Prairie and the Village of Rochester in the amount of \$10,000. According to state statute a municipality may arrange for a transfer of a “Class B” Liquor License from an adjacent municipality that is located within two miles of the requesting municipality, with a statutorily-required payment of at least \$10,000.00 to the transferring municipality for the transferred license.

The City received an official response from the Town of Spring Prairie indicating they would be willing to transfer a “Class B” Liquor License in the amount of \$12,500. The Town will be approving this transfer at its March 14, 2017 Board Meeting.

**BUDGET/FISCAL IMPACT:**

The cost of this “Class B” liquor license is \$12,500; however the City will be able to recoup the cost of this license upon approval and issuance to a qualifying entity.

**RECOMMENDATION:**

Staff recommends approval of this resolution

**TIMING/IMPLEMENTATION:**

This item is for discussion at the March 7, 2017 Committee of the Whole meeting and staff will seek final approval during the March 21, 2017 Common Council meeting

**ATTACHMENTS:**

RESOLUTION

**A RESOLUTION TO APPROVE THE PURCHASE OF A "CLASS B" LIQUOR LICENSE  
FROM THE TOWN OF SPRING PRAIRIE, WISCONSIN**

**WHEREAS**, the Common Council understands the State of Wisconsin regulates the allowance of liquor licenses a municipality may hold; and

**WHEREAS**, the City of Burlington has issued all available "Class B" Liquor Licenses, including its Reserve License; and,

**WHEREAS**, as a result, the City of Burlington is unable to recruit and or be recruited by restaurants needing a "Class B" Liquor License to serve spirits to its patrons; and,

**WHEREAS**, under state law, a municipality may arrange for a transfer of a "Class B" Liquor License from an adjacent municipality that is located within two miles of the requesting municipality, with a statutorily-required payment of at least \$10,000.00 to the transferring municipality for the transferred license; and,

**WHEREAS**, the City of Burlington has contacted the Town of Spring Prairie in this regard, and the Town has offered to transfer one of its "Class B" Liquor Licenses to the City of Burlington in return for the payment of Twelve Thousand Five Hundred Dollars (\$12,500.00); and,

**WHEREAS**, this proposed transfer is mutually beneficial to both the Town of Spring Prairie and the City of Burlington.

**NOW, THEREFORE, BE IT RESOLVED**, by the City of Burlington Common Council, that:

- 1) The City accept the transfer of a "Class B" Liquor License from the Town of Spring Prairie, with appreciation for the same; and
- 2) Upon the transfer of the "Class B" Liquor License from the Town of Spring Prairie to the City of Burlington, the City of Burlington shall contemporaneously pay to the Town of Spring Prairie the sum of Twelve Thousand Five Hundred Dollars (\$12,500.00) for the license.

Introduced: March 7, 2017  
Adopted:

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

Attest:

\_\_\_\_\_  
Diahnn Halbach, City Clerk



**DATE:** March 7, 2017

**SUBJECT:** RESOLUTION 4824(43) to consider approving an amendment to the City of Burlington Fee Schedule.

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

---

**BACKGROUND/HISTORY:**

The City maintains an official fee schedule that encapsulates all fees among the various city departments. This fee schedule was last updated in 2012. In an effort to be fiscally responsible with services provided, as well as cognizant of trends among comparable communities, staff analyzed this schedule to remain consistent with other municipalities, while maintaining reasonable fees for our patrons. The current fees that were amended are incorporated with the proposed changes (in red) on the attached fee schedule.

A number of fees were amended as highlighted below:

Ch. 67 – Records

- Copies of compact discs/DVDs were reduced to \$10 each
- 24” x 36 prints were added for \$3.75 each

Ch. 100 – Amusements & Special Events

- Removed Dance Hall license fees
- Removed Dance Permit fees

Ch. 187 – Intoxicating Liquor/Fermented Malt Beverages

- Changed ‘Reserved License’ to state “No less than \$10,000 plus publication charge

Ch. 274 – Streets & Sidewalks

- Added Right-of-way Permit – Dumpster or construction vehicle placement - \$30

Ch. 304 – Water

- Reduced well operation permit to \$75 and must be renewed every five years

Ch. 315 – Zoning

- Added fee to apply for a Historical Preservation District Certificate of Appropriateness - \$150 Deposit +/- Actual
- Added fee to apply for a Historical Preservation District Sign Permit - \$150 Deposit +/- Actual

\* These fees would be deposits that would be used for plan review fees similar to the fees associated with Plan Commission submittals.

Ch. 115, 142, 243 and 278

A complete revision was made to the Building Construction, Electrical, Plumbing and Zoning sections of the Fee Schedule. Building Inspector Gregory Guidry was tasked with reviewing the Building Department fees to ensure proper alignment with similar communities. Upon first beginning employment with the City, Inspector Guidry noticed a complex and non-user friendly fee schedule that led to confusion with applicants and inspectors.

Guidry set out to make the schedule easier to understand to avoid missed fees in the review and allow applicants ease in their budgeting process. He further streamlined and lowered some of the fees, essentially creating 'flat fees' for common projects such as kitchen and bath remodels, rather than collecting fees from multiple sections of the schedule (for example, building, zoning, plan review, occupancy, electrical and plumbing).

Several local communities were compared to determine consistent and fair fees. These municipalities include Town of Spring Prairie, Village of Mount Pleasant, Delavan, Village of Caledonia, Village of Waterford, Village of Union Grove, Village of Rochester, Town of Waterford, Town of Troy and the City of Lake Geneva.

While some fees were combined and lowered, other fees were increased 30 to 100% based on comparable community fees and staff time and/or materials to facilitate a request/project (for example plan reviews and inspections).

**BUDGET/FISCAL IMPACT:**

As a matter of best practices, fees associated with the official Fee Schedule should be renewed and evaluated yearly. It is not anticipated revenue from the fee revisions will increase considerably, as some fees were decreased in the schedule.

**RECOMMENDATION:**

Staff recommends approval of these fee amendments for the City of Burlington Municipal Code as costs of personnel, transportation and supplies increase yearly.

**TIMING/IMPLEMENTATION:**

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

**ATTACHMENTS:**

Resolution

2017 City of Burlington Fee Schedule with proposed changes

**A RESOLUTION AMENDING THE FEE SCHEDULE  
FOR THE CITY OF BURLINGTON**

**WHEREAS** the City of Burlington issues permits and licenses and performs other reviews, inspections and services as provided in its Municipal Code; and

**WHEREAS** the City defrays its costs of administration, investigation, and processing of said services by imposing fees; and

**WHEREAS** the City wishes to assemble all of said fees in a centralized document for convenience and economy of administration:

**NOW, THEREFORE, BE IT RESOLVED** by the City of Burlington Common Council, that, pursuant to all of the above, the City of Burlington Fee Schedule attached hereto is approved and adopted in its entirety.

**BE IT FURTHER RESOLVED** that the Fee Schedule shall be kept on file in the office of the City Clerk.

Introduced: March 7, 2017  
Adopted:

---

Jeannie Hefty, Mayor

Attest:

---

Diahnn Halbach, City Clerk



## City of Burlington Fee Schedule

Revised 3/2017

Ordinance	Department/Type	Current Fee	Proposed Fee
<b>Ch. 9 Budget and Finance</b>			
9.8	Special Assessment or other status letter		\$35
<b>Ch. 22 Departments</b>			
22-7	Finger Print Fee		\$20
<b>Ch. 31 Emergency Government</b>			
31-9	Vehicle Storage Fee		\$10/day or portion thereof
<b>Ch. 67 Records</b>			
67-6	Photocopies (letter or legal size, copied on site)		\$0.25 per page
	Other reproductions or photography		Actual cost
	Audio Tape		\$15
	Compact Disc/DVD	\$15	<b>\$10</b>
	Video Tape		\$20
	Search fees if in excess of \$50.00		\$17.60 per hour, or actual cost
	Mailing		Actual cost
	Frequently asked for documents		
	Entire Municipal Code		Actual cost charged by code co.
	Municipal Code Supplements		\$0.25 per page printed
	Zoning Code		\$20
	Fire Prevention Code		\$20
	Zoning Map		\$15
	Voting Map		\$15
	24" x 36" prints	<b>New</b>	<b>\$3.75 each</b>
<b>Ch. 100 Amusements and Special Events</b>			
100-1	Circus or Caravan License		\$30 per day
100-1	Show, Event or Amusement License		\$25 per day
100-2	Dance Hall License	\$10	<b>Removed</b>
100-2	Dance Permit	\$10	<b>Removed</b>
100-3	Block Party Permit		Actual cost per man hour for city services
100-4	Music Device License		\$10
100-5	Special Event Permit		Actual cost per man hour and items requested for city services and processing fees

<b>Ch. 104</b>		<b>Animals</b>	
104-2	Special Permit		\$10
104-3	Dog - Altered		\$6
	Dog - Unaltered		\$10
	Late Fee		\$10 after April 1 or 8 months old within year
104-4	Cat - Altered		\$6
	Cat - Unaltered		\$10
	Late Fee		\$10 after April 1 or 8 months old within year
104-8	First Impoundment		\$15
	Second Impoundment		\$25
	Third Impoundment		\$40
104-12	Commercial License		\$15

<b>Ch. 110</b>		<b>Bicycles and Play Vehicles</b>	
110-1	Bicycle Registration		No charge - Valid for life of bicycle

<b>Ch. 115</b>		<b>Building Construction</b>	
115-6	Weatherization stipulation or waiver fee	<i>No change</i>	\$25
115-9	<b>1 and 2 Family Dwelling</b>		
	Minimum Permit Fee for All Building Permits	\$50	<b>\$65</b>
	Early Start	\$190	<b>\$200</b>
	Plan Review	\$150	<b>\$175</b>
	Zoning	\$25	<b>\$75</b>
	Erosion Control	<i>No change</i>	\$150
	New 1 & 2 Family (including decks)	<i>No change</i>	\$0.32/ sq. ft.
	State Seal	\$20 plus	State fee <b>\$50</b>
	Occupancy	\$50	<b>\$65</b>
	Temporary Occupancy	\$80	<b>\$65</b>
	911 Address number	<b>New</b>	<b>\$15</b>
	Additions + Mechanicals	\$0.32/sq. ft.	<b>\$0.32/sq. ft. Min. \$190</b>
	Plan Review	\$75	<b>\$100</b>
	Certificate of Completion/occupancy	<i>No change</i>	\$50
	Remodel/Basement Finish + Mechanicals	\$0.32/sq. ft.	<b>\$0.32/ sq. ft. Min. 120</b>
	Plan Review	<i>No change</i>	\$50
	Certificate of Completion	\$50	<b>\$25</b>
	Add Bath (all trades included)	<b>New*</b>	<b>\$200</b>
	Kitchen Remodel all trades (cabinet replacement)	<b>New*</b>	<b>\$165</b>
	Bath Remodel (fixture replace only) all trades	<b>New*</b>	<b>\$120</b>
	Modular Home (includes all trades)	<b>New*</b>	<b>\$800</b>

Accessory Building (includes zoning)		
Plan Review		
Less than 120 sq. ft.	New	\$100
Greater than 120 sq. ft.	\$60	\$0.28 sq. ft. Min \$120
Manufacture built (no plan review needed)New	New	\$75
Decks/Gazebo/Pergolas (includes zoning)	\$50	\$150
Plan Review	\$35	\$50
Exterior Entry Landing (Under 25 sq. ft.) (Includes plan review)	New	\$85
Re-inspection fee	No change	\$75
Where sq. footage cannot be calculated	\$10/\$1000 of valuation	\$11 per \$1000 of valuation

\* New project fees, such as Bath Remodel or Kitchen Remodel are a combination of plan review, building, electrical, plumbing, HVAC and certificate of completion in one flat rate.

**115-9 Miscellaneous 1 and 2 Family**

Permit renewal	\$50	\$75/inspection, Min. \$100
Roof/Siding	No change	\$50
Add window/door	New	\$85/inspection
Foundation Repair	New	\$120

**115-9 Commercial/Multifamily**

Minimum permit fee	\$50	\$100
Permit Renewal	\$50	\$85/Inspection, Min. \$200
Early Start	No change	\$245
Plan Review	\$200+\$25/unit	\$250 + \$25/ unit
Zoning	\$25	\$125
Erosion Control	No change	\$180/Building + \$5/1,000 Sq. Ft. Max. \$2,000
New Building	No change	\$0.32/ sq. ft.
Occupancy	\$50/unit	\$190 + \$ 50/unit
Temporary Occupancy	\$80	\$190
Tenant Finish/Remodel/Addition	\$0.32/sq. ft.	\$0.32/ sq. ft., Min. \$200
Plan Review	No change	\$225
Certificate of Completion	No change	\$50
Decks/Gazebo/Pergolas	\$50	\$200
Plan review	No change	\$75
Accessory Structures	\$0.32/sq. ft.	\$0.32/ sq. ft., Min. fee \$180
Plan review	\$60	\$75
Certificate of completion	No change	\$50/unit
Where Square footage cannot be calculated	\$10/\$1000 of valuation	\$12/ \$1,000 value of project

**115-9 Industrial/Manufactory Building**

Minimum Permit Fee	\$50	\$100
Permit Renewal	\$50	\$85/Inspection Min. \$200
Early Start	No change	\$245
Plan Review	No change	\$225
Zoning	\$25	\$125
Erosion Control	No change	\$180/Building + \$5/1000 Sq. Ft.

New Building (not including office/lab or similar area)		\$0.26/sq. ft.
Office/Lab or similar area	\$0.30/sq. ft.	<b>\$0.32/sq. ft.</b>
Occupancy	<i>No change</i>	\$190
Temporary Occupancy	\$80	<b>\$190</b>
Remodel/Addition (not including office/lab or similar area)		\$0.26/ sq. ft.
Office/Lab or similar areas	\$0.30/sq. ft.	<b>\$0.32/ sq. ft.</b>
Plan review	\$225	<b>\$100</b>
Certificate of Compliance	\$190	<b>\$50/unit</b>

115-9 **Miscellaneous Commercial/Multifamily/Industrial/Manufactory Fees**

Minimum Permit Fee	\$50	<b>\$65</b>
Re-inspection Fee	\$75/inspection	<b>\$75 1st time/100 each time after</b>
Missed inspections	\$100	<b>\$75</b>
Work Started without permits	<i>No change</i>	Double Fee
Special Inspection, Reports or Letter	\$150	<b>\$75/hr.</b>
Wrecking, Razing or Demolition	\$75 + \$0.10/ sq. ft./\$750 per building	<b>\$75 + \$0.10/sq. ft. / Max. (Fees may be waived at the discretion of the Building Inspector) \$550/building</b>
Roof	\$10/\$1000 of valuation	<b>\$11/\$1,000 value of project</b>
Siding	\$10/\$1000 of valuation	<b>\$100</b>
Fence (include zoning)	\$50	<b>\$65</b>
Driveway	\$50	<b>\$65</b>
Pools/Hot tub above ground (include zoning) + Mechanicals	\$10/\$1000 of valuation, Min. \$50 Plus \$35 plan Review	<b>\$120 (includes 2 inspections)</b>
Pools built-in (include zoning) + Mechanicals	\$10/\$1000 of valuation Min. \$50, plus \$35 plan review	<b>\$180 (includes 3 inspections), \$65 each additional inspection</b>
Signs/Awning (each)	\$35	<b>\$65</b>
Temporary Sign Permit	\$35	<b>\$65</b>
Dumpster / Receptacle Enclosure Permit	\$60	<b>\$65</b>
Yard Sprinkler System	<b>New</b>	<b>\$65</b>

Note: The state fee schedule for commercial buildings (DSPS 305) projects may be charged in lieu of or in addition to this fee schedule at the Municipalities discretion

Note: Gross square footage calculations are based on exterior dimensions, including garage and each finished floor level. Unfinished basements or portions thereof are not included

Note: The state fee schedule for commercial building projects may be charged in lieu of or in addition to this fee schedule at the City's discretion.

Note: All fee categories shall be rounded up to the next full dollar amount.

Note: Where fees are based upon square footage, they shall be based on exterior dimensions, including garage and each unfinished floor level. Unfinished basements or portions thereof are not included.

Ch. 115

**Heating and Air Conditioning**

	Plan Review if not submitted at time of original review	New	\$65
	Minimum Permit fee	\$50	\$65
115-9	<b>New 1 and 2 Family Residential</b>		
	New/Addition/Remodel	\$1.80/100 sq. ft. of area	\$ 60 base fee + .07/ sq. ft.
	Addition	New	\$ 60 base fee + .07/ sq. Ft.
	Remodel (duct alteration only)	New	\$ 65
	HVAC Appliance replace/added + electrical	\$50	\$ 65 each
115-9	<b>Commercial/Multi Family</b>		
	New/Addition/Remodel	\$1.80/100 sq. ft. of area	\$100 base fee + \$ .06/ sq. ft.
	Minimum permit fee	\$50	\$100
	Per HVAC unit	\$16/unit per 50,000 BTU or or fraction thereof, Max \$750/unit	\$65
115-9	<b>Industrial/Manufactory</b>		
	New/Addition/Remodel	\$1.80/100 sq. ft. of area	\$100 base fee+ \$0.04 sq. ft.
	Minimum permit fee	\$50	\$100
	Per HVAC unit	16/unit per 50,000 BTU or or fraction thereof, Max \$750/unit	\$65
115-9	<b>Commercial/Multi Family/Industrial/Manufactory</b>		
	Air Conditioning Permit (Up to 3 tons or 36,000 BTUs)	\$50/unit	\$100/unit
	Air Conditioning Permit (Over 3 tons)	No change	\$16/ton (12,000 BTUs) or fraction Thereof, Max. \$750/unit
	Exhaust Hood System Permit (New/ Replace)	\$155	\$200
	Heating & Air Conditioning Distribution System	\$1.80/100 sq. ft. of conditioned area, min. \$50	\$0.04/ sq. ft. of conditioned area. Min. \$100
	Heating, Incinerator Unit or Wood Burning Appliance (Up to & including 150,000 BTUs)	\$50/unit	\$65/unit
	Heating, Incinerator Unit or Wood Burning Appliance (Over 150,000 BTUs)	No change	\$16/unit per 50,000 BTUs or fraction thereof, Max. \$750/unit

<b>Ch. 128</b>	<b>Cigarettes and Tobacco Products</b>		
128-1	Cigarette License		\$100
<b>Ch. 142</b>	<b>Electrical</b>		
142-2	Electrician License (City of Burlington)	\$55 new/\$40 Renewal	Removed
142-2	Maintenance Electrician's License (COB)	\$30	Removed
	Minimum permit fee	\$50	\$65
	New /Remodel/Addition	The greater of: Area Fee: \$0.10/ sq. ft. for area + service fee of \$50 For 200 amp or less + \$15 for ea. 100 amps In excess of 200 amps -OR- \$100/inspection, min.	
	Where Sq. Ft. cannot be calculated	\$100	\$60 base + \$0.10/ sq. ft.
	Accessory Building	New \$0.08/sq. ft. Min. \$50	\$65 + \$3/device \$60 base fee + \$0.10/ sq. ft.
142-5	<b>Multi Family/ Commercial</b>		
	Minimum permit fee	\$50	\$100
	New/Addition/Remodel (plus electric service)	The greater of: Area Fee: \$0.06/ sq. ft. for area + service fee of \$50 For 200 amp or less + \$10 for ea. 100 amps In excess of 200 amps -OR- \$75/inspection, min.	
	Where sq. ft. cannot be calculated	\$200	\$100 base + \$0.10/ sq. ft.
	Plan review if not submitted at time of original review	New	\$85 + \$4 /device New \$65
142-5	<b>Industrial/Manufactory</b>		
	Minimum permit fee	New	\$100
	New /Addition/ Remodel (plus electric service)	New	\$120 Base fee + \$ .08/ sq. ft.
	Office/Lab /similar areas	New	\$0.10/ sq. ft.
	Where Sq. Ft. cannot be calculated	New	\$85 + \$4/device
	Plan review if not submitted at time of original review	New	\$65
142-5	<b>Miscellaneous Fees</b>		
	Special Inspections	New	\$85
	New/Temporary/Upgrade service		
	Feeder panel	New	\$65
	0 to 200 amp	New	\$100
	201- 400 amp	New	\$120
	401 amp and up	New	\$240

Accessory Structure+ electrical service	\$0.08/sq. ft.	
	Min. \$50	\$65 Base fee + \$ 8/device
Solar/Wind generation	New	\$120
Generators/Transformer	New	\$120
Low Voltage system	New	\$75 + \$0.02/ sq. ft.
Appliances	New	\$65
Hot Tubs/pools above ground	New	\$120
Built in Pools/Hot Tubs	New	\$180
Parking Lot lighting	New	\$65 Base fee + \$15/fixture
Pump/Grinders	New	\$65 /device
Heating Units	New	\$65 /unit
Sign	\$60/sign	\$65
Miscellaneous	New	\$65

**Ch. 165 Geographical Designation and Logo**

165-1	Use of Geographical Designation and Logo	\$110
165-2	Use of Logo Only	\$30

**Ch. 187 Intoxicating Liquor/Fermented Malt Beverages**

187-7	Retail Class "A" Fermented Malt Beverages	\$100 Plus publication charge
187-7	Retail Class "B" Fermented Malt Beverages	
	Full Year	\$100 Plus publication charge
	Six Month	\$50 Plus publication charge
	Temporary/Picnic (Special Gathering)	\$10
187-7	Wholesaler's Ferm. Malt. Bev.	\$25 Plus publication charge
187-7	Retail "Class A" Liquor	\$500 Plus publication charge
187-7	"Class B" Liquor	
	Full Year	\$500 Plus publication charge
	Six Months	\$250 Plus publication charge
187-7	Operator's	\$25
	Provisional Operator's	\$15
	Temporary Operator's	\$10
187-7	Retail "Class C" (Wine)	\$100 Plus publication charge
187-187-7	Retail Reserve "Class B" Liquor	\$10,000 plus Publication charge
		No less than \$10,000 plus publication charge

**Ch. 193 Junk Collectors / Dealers**

193-2	Junk Collector	\$25
	Junk Dealer	\$25
	Junk Yard	\$25
	Each Additional Vehicle	\$15
193-7	Duplicate License	\$5

**Ch. 219 Noise**

219-1	Construction Equip. Operation	\$125 for operation outside of regular hours
219-1	Loudspeaker Permit	\$30

<b>Ch. 227</b>	<b>Public Nuisance</b>		
227-3	Noxious and other weeds		\$110.00 Administration fee, plus equipment cost, and hourly labor (doubled)
<b>Ch. 234</b>	<b>Parks and Public Areas</b>		
234-2	Special Occasion Permit		\$15
234-3	Overnight Camping Permit		\$15
	Pavilion Rental for City residents		\$50
	Pavilion Rental for non-residents		\$100
	Park rental security deposit		\$100
<b>Ch. 243</b>	<b>Plumbing</b>		
243-5	Plan Review if not submitted at time of original review	<b>New</b>	<b>\$65</b>
	Minimum Permit Fee	\$50	<b>\$65</b>
	Addition/Remodel (All building types)	<i>No change</i>	\$15/fixture + \$65/ anticipated inspections, min. fee \$ 225
	Sanitary & Storm Sewer Building Drain	\$50 for 1 <sup>st</sup> 100 ft +\$0.45/ea. add. ft.	<b>\$75 for 1st. 100 ft. + \$0.45/ea. additional ft.</b>
	Water, San. & Storm Sewer Laterals	\$50 for 1 <sup>st</sup> 100 ft +\$0.40/ea. add. ft.	<b>\$75 for 1st 100 ft. + \$0.45/ea. additional ft.</b>
	Sanitary & Storm Sewer	\$50 for 1 <sup>st</sup> 100 ft +\$0.45/ea. add. ft.	<b>\$75 for 1st. 100 ft. + \$0.45/ea. additional ft.</b>
	Manhole & Catch Basin	<i>No change</i>	\$15/each
	Back Flow Preventers	<b>New</b>	<b>\$120</b>
243-5	<b>New 1 and 2 Family</b> Addition/Remodel	<i>No change</i>  <i>No change</i>	\$ 60 base fee + \$ .10/ sq. ft. \$ 15 per fixture +\$65 per inspection, Minimum \$125
243-5	<b>New Commercial/ Multifamily</b>	\$60 base fee + \$0.06/sq. ft.	<b>\$ 100 base fee + \$0.10/sq. ft.</b>
243-5	<b>New Manufactory/Industrial</b>	\$60 base fee + \$0.06/sq. ft.	<b>\$100 Base fee + \$0.06/sq. ft.</b>
<b>Ch. 254</b>	<b>Sales</b>		
254-1	Direct Seller's Registration		\$50.00
254-1.1	Weights and Measures License Annual Assessment		\$30.00 Amount set by Council according to class of license
254-2	Vendor Vehicle Permit Pushed, Pedaled or Pulled Vehicle Motorized Vehicle		\$20.00 \$30.00

254-3	Farmer's Market Permit	Handled by Farmers Market
254-5	Special Event Sales Permit	\$30.00
<b>Ch. 259</b>	<b>Sewers</b>	
259-5	Sewer Connection Fee, within City	\$1,650.00 per REU
259-13	Industrial Discharge Permit	\$110.00
259-16	Septage Disposal Permit	\$110.00
<b>Ch. 270</b>	<b>Stormwater Management</b>	
270-12	Stormwater Permit	Actual cost of City Engineer's charges
<b>Ch. 274</b>	<b>Streets and Sidewalks</b>	
274-11	Outdoor Seating Permit B2 & B2A Zoning Dist.	
	Sidewalk Seating Permit without alcohol	\$30
	Sidewalk Seating Permit with alcohol	\$45
274-18	Right-of-way Work	Deposit \$2,000 refundable on satisfactory restoration
274-20	Right-of-way Permit	
	Excavation below 12" deep or pavement	\$175
	Surface or above 12" below surface	\$30
	Dumpster or construction vehicle placement	<b>New</b> \$30
<b>Ch. 278</b>	<b>Subdivision of Land</b>	
278-76	Objecting Agency Review Fee	Actual cost charged by Agency
278-77	Preliminary Plat/CSM Review	\$35 Base fee, plus \$7 per lot
	Reapplication	\$30
278-78	Improvement Review Fee	1% of estimated cost of public improvements
278-79	Inspection Fee	Actual cost of City Engineer's charges
278-80	Final Plat/CSM Review	\$8 Base fee, plus \$2 per lot
	Reapplication	\$8
278-81	Public Site Fee	\$500 per dwelling unit
278-82	Street Tree Fee	\$135 per tree required
278-83	Engineering Fee	Actual cost of City Engineer's charges
278-84	Administrative Fee	Actual cost of City's expenses
<b>Ch. 293</b>	<b>Vehicles and Traffic</b>	
293-3	All Night Parking Permit	\$10 per month
293-6	Parking Permit for Municipal Lot	\$10 per month
293-8	Key Return Fee	\$5
293-18	Impoundment Storage Fee	\$50 per day or portion thereof
<b>Ch. 297</b>	<b>Vehicles for Hire</b>	
297-1	Taxicab License	
	First vehicle	\$60 plus publication charge
	Each additional vehicle	\$30
297-2	Carriage License	\$30 per carriage

<b>Ch. 304</b>		<b>Water</b>
304-11	Flow Tests	\$10
304-11	Water Rates	As approved by the PSC & Council in Rate Schedule
304-13	Well Operation Permit	\$75 permit must be renewed every five years
<b>Ch. 315</b>		<b>Zoning</b>
	PUD Overlay District	\$500 Deposit +/- Actual
	Conditional Use Permit	\$500 Deposit +/- Actual
	Certified Survey Map Review	\$500 Deposit +/- Actual
	Site Plan Review	\$500 Deposit +/- Actual
	Rezoning/change Application	\$500 Deposit +/- Actual
	Historic Preservation District Certificate of Appropriateness	<b>New</b> \$150 Deposit +/- Actual
	Historic Preservation District Sign Application	<b>New</b> \$150 Deposit +/- Actual
	Variance Application/Zoning Appeal	\$150 Deposit +/- Actual
	Quarry Operation Cond. Use	\$200 per year



**DATE:** March 7, 2017

**SUBJECT:** ORDINANCE 2021(17) to consider repealing Chapter 100-2, "Public Dances and Dance Halls" of the Code of the City of Burlington in its entirety.

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

**BACKGROUND/HISTORY:**

The Public Dances and Dance Halls ordinance (Ch. 100-2) was originally drafted in 1924; however, documentation on why it was created has not been found. It should be noted that a dance license does not apply to churches, fraternal societies, veterans' organizations or parochial or public schools.

Upon research, the last dance license issued by the City Clerk was twenty one years ago in 1996. As the practice of issuing a dance license has been neglected for so many years, staff would like to strike the language in its entirety from the Municipal Code and remove the associated fees from the official Fee Schedule. Repealing this ordinance would further eliminate the requirement of the Police Department to act as Dance Supervisors.

**BUDGET/FISCAL IMPACT:**

As a Dance License has not been issued since 1996, there will be no loss of revenue to the City.

**RECOMMENDATION:**

Staff recommends the approval to repeal Ch. 100-2.

**TIMING/IMPLEMENTATION:**

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

**ATTACHMENTS:**

Ordinance

**AN ORDINANCE TO REPEAL CHAPTER 100-2, "PUBLIC DANCES AND DANCE HALLS OF THE MUNICIPAL CODE OF THE CITY OF BURLINGTON IN ITS ENTIRETY"**

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

I. Chapter 100-2 of the Code of the City of Burlington, Racine County, Wisconsin, "Public Dances and Dance Halls", is hereby repealed in its entirety as follows:

**CHAPTER 100-2 PUBLIC DANCES AND DANCE HALLS**

A. Definitions. As used in this section, the following terms shall have the meanings indicated:

**PUBLIC DANCE**

Includes any dance or ball to which admission may be had by payment of a fee or by purchase, possession or presentation of a ticket or token obtained for money or other valuable consideration or in which a charge is made for caring of clothing or other property, or any other dance, or any party where dancing is held before or after a program of some other nature than dancing to which any of the public generally may gain admission with or without payment of a fee.

**PUBLIC DANCE HALL**

Includes any room, enclosure, place or space at which a public dance or public ball may be held or any academy, hall or studio in which classes in dancing are conducted or instructions in dancing are given for hire.

B. Public dance hall license.

- (1) Required. No person shall use any premises for purposes of conducting any public dance, public ball or classes in dancing within the City unless a license shall have been first obtained for such premises as hereinafter prescribed.
- (2) Application. Written application for a public dance hall license shall be filed with the City Clerk setting forth the following information:
  - (a) Name, age, and residence or permanent address of the applicant or of the principal officers of the firm, partnership, corporation or association which the applicant represents and of the person to be designated as manager by such applicant.
  - (b) Legal and physical description of the premises sought to be licensed and the name and permanent residence of the owner thereof.
  - (c) Statement as to violation or conviction of violation of any rule, regulation, ordinance or law relating to the subject matter of the application.
  - (d) A copy of the applicant's current Wisconsin Seller's Permit.
- (3) Inspection of premises. Section 100-1D shall govern.
- (4) Granting of license. Opportunity shall be given by the governing body to any person to be heard for or against the granting of any license. Upon the approval of the application and the granting of the license by the Common Council, the City Clerk shall, upon payment of the license fee herein provided, issue to the applicant a public dance hall license.

shall be charged for the whole or fractional part of any year, and each license granted hereunder shall expire on June 30 thereafter.

C. Dance permit.

- (1) Required. No person shall hold or conduct a public dance within the City without first obtaining a permit therefor.
- (2) Application. Written application for a public dance permit accompanied by the permit fee herein provided shall be made to and filed with the City Clerk at least one week prior to the holding of such public dance setting forth the name of the applicant, the date, the premises where the public dance is to be held and the owner thereof, and such other information pertaining to the subject of the application as the Common Council may require. If required by the state, a copy of the applicant's current Wisconsin Seller's Permit shall be provided.
- (3) Granting of permit. The City Clerk shall issue a written permit to the applicant upon satisfaction that the premises where such dance is to be conducted conforms to the provisions of this section. Upon issuing such permit and approval by the Mayor, the City Clerk shall forthwith notify the Chief of Police of the time and place of said public dance.
- (4) Fee. A permit fee in amount as set by the Common Council shall be charged for each dance event.
- (5) Exclusion. Nothing herein shall be construed as requiring the holder of a dance hall license to secure a public dance permit where the dance is conducted in the hall under the direct personal supervision of such dance hall licensee.

D. Exemption. "Public dance hall" and "public dance" shall not apply to a dance conducted in a church, fraternal society, veterans' organization, or parochial or public school hall under the auspices of the proper church authorities, a parent-teacher or kindred association in conformity with law or a recognized fraternal society or veterans' organization when conducted in conformity with the rules of such association, organization or society.

E. Rules and regulations. The following rules and regulations shall govern the conduct, management and operation of all public dances within the City, whether or not such permit is required for such dance:

- (1) Attendance of minors. No person 16 years of age or younger shall be permitted to attend a public dance unless accompanied by a parent, lawful guardian or adult spouse.
- (2) Health condition of premises. The premises where any public dance is conducted shall be kept well and safely lighted and ventilated and in a safe, sanitary condition at all times. The floor space provided for any dance event shall be not less than 200 square feet, and all stairways, outer passages and connecting rooms shall be kept open and well lighted.
- (3) Closing hours. All public dances shall be discontinued on or before 1:00 a.m. and all public dance halls shall be closed on or before 1:30 a.m. and shall remain closed until 9:00 a.m.
- (4) Supervision. When the Police Chief shall determine that supervision is required, no person required to have a license or permit shall conduct a dance unless in the presence and under the supervision of a City dance supervisor, except that where the dance is conducted in a licensed hall under the direct personal supervision of the dance hall licensee and is sponsored by such licensee with no charge or donation received for admission, then no supervisor shall be required.

F. Dance supervisors.

- (1) Designation. Each member of the Police Department is a City dance supervisor.
- (2) Duties. The dance supervisor shall be present at all dances to which he is assigned and enforce all laws of the state and ordinances, rules and regulations of the City. A dance supervisor shall cause the dance to be discontinued and the premises where such dance is being conducted to be vacated whenever any rule, regulation, law or ordinance is not complied with or is being violated or whenever any disorderly conduct shall take place therein.
- (3) Compensation.
  - (a) The dance supervisor shall receive the hourly rate of pay at time and one-half as compensation for services for each public dance at which he shall act as supervisor, provided no compensation shall be paid to any supervisor for any dance unless he shall file a written report as required. Such compensation shall be paid by the licensee of any public dance hall or holder of a public dance permit in addition to the license fee or permit fee hereinbefore required, and all fees collected hereunder shall be paid to the City Treasurer and the compensation of supervisors paid by the City Treasurer as other monies are paid.
  - (b) When the dance or gathering of persons is such as weddings, benefits or other private purposes and a dance supervisor is requested at such function, the manner of compensation will be as prescribed in Subsection F(3)(a).

G. Revocation. The license for any public dance hall shall be forfeited or revoked by the Council if disorderly or immoral conduct is allowed in such public dance hall or on the premises or for the violation of any of the provisions of this section. If at any time the license of a public dance hall shall be forfeited or revoked, at least six months shall elapse before another license shall be granted or a public dance permit shall be given to the same premises, licensee or permittee.

II. It is further ordained that the application of this ordinance shall be effective upon its passage and publication as required by law.

All other language as contained in the Code of the City of Burlington shall remain without change and in full force and effect.

Introduced: March 21, 2017  
Adopted:

---

Jeannie Hefty, Mayor

Attest:

---

Diahnn Halbach, City Clerk



**DATE:** March 7, 2017

**SUBJECT:** **MOTION 17-865** to consider approving the 2017 Fireworks Agreement for July 4, 2017 with Five Star Fireworks Co.

**SUBMITTED BY:** Carina Walters, City Administrator

---

**BACKGROUND/HISTORY:**

Presented before you tonight, is Five Star's 2017 Fireworks Agreement for this year's 4<sup>th</sup> of July fireworks to be displayed on the ChocolateFest grounds located at 681 Maryland Avenue. Five Star Fireworks, Co. has provided fireworks for the 4<sup>th</sup> of July in the City of Burlington since 2014 with great success and popularity.

In 2014, staff requested proposals to conduct the July 4<sup>th</sup> firework show from four firework companies, which were: J&M Displays, Five Star Fireworks Co., Krueger Pyrotechnics & Firework Display, and Bartolotta Fireworks Company, Inc. After discussion with the companies and review of the proposals, staff recommended and Council approved contracting with 5-Star Fireworks in the amount of \$10,000. The contract has continued to be renewed each year as 5-Star Fireworks has continued to honor the \$10,000 price for its fireworks display.

For your convenience, attached to the cover sheet is the itemized quote from 5-Star Fireworks, as well as the agreement for services on July 4, 2017.

**BUDGET/FISCAL IMPACT:**

The amount of the Agreement is \$10,000. A down payment of \$3,000 shall be made upon signing of the Agreement. The remaining amount is due 30 days after the display. Payment is made through the Festivals Account within the General Fund.

**RECOMMENDATION:**

Staff recommends approving the agreement.

**TIMING/IMPLEMENTATION:**

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

**ATTACHMENTS:**

Five Star Fireworks 2017 Fire Display Agreement and itemized quote

# FIVE STAR FIREWORKS, CO.

Mystic Fireworks, Inc., d/b/a Five Star Fireworks

P. O. Box 143

Oconomowoc, WI 53066-0143

Telephone (262)569-7820; Cell (262)490-4164

[www.fivestarfirerworks.com](http://www.fivestarfirerworks.com)

**THIS AGREEMENT** is made this 30<sup>th</sup> day of January, 2017, between:

Mystic Fireworks Inc. d/b/a

**FIVE STAR FIREWORKS**

- and -

**CUSTOMER**, City of Burlington, 300 N. Pine St., Burlington, WI 53105

Customer agrees to engage Mystic Fireworks, Inc. d/b/a Five Star Fireworks, ("Five Star") to shoot a fireworks show ("Show") on July 4, 2017.

Customer agrees to pay Five Star the total price \$10,000.00, subject to modification for changes, for the labor, shooting and furnishing of fireworks for the Show referenced above.

A down payment of \$3,000.00 shall be made upon the signing of this Agreement. The remaining amount is due 30 days after the display.

Five Star and the Customer agree as follows:

## **FIREWORKS EXHIBITION TERMS AND CONDITIONS**

1. **Parties.** This contract engages the services of Five Star to produce and perform pyrotechnic displays over a one-year period for the Customer as referenced above.

2. **Product.** Five Star agrees to furnish to Customer a fireworks display Show containing the fireworks indicated on the attached Exhibit "A" which is a list of the purchased fireworks to be used for the Show.

3. **Supply.** In the event any of the fireworks listed in Exhibit "A" should not be available through no fault of Five Star, Five Star reserves the right to substitute said fireworks with comparable fireworks without further notice. Any said substitutions will be of equal or greater value to Customer and will not affect the "look" or "feel" of the Show.

4. **Date.** The date of the Show shall be for July 4, 2017.

5. **Weather.** In case of inclement weather, the displays will be rescheduled for the following day or on such other day and time as mutually agreed. In the event inclement weather forces the cancellation of the Show and said Show is not rescheduled, Customer shall pay a restocking charge of 15% of the cost of the Show.

6. **Financing/Sponsorship.** Should a Customer lose funding for the Show or a sponsor of the Show withdraws funds, the Customer must give written notice of same to Five Star indicating what amount of funds were lost and what is the new budget for the Show. Notice must be received before the end of May of the year the Show is to be produced. The Customer will have the following options:

- a. **Cancellation.** If the funds available for the Show are less than the amount necessary to conduct a reasonable Show, then the contract for that year may be canceled. If the Customer has additional years remaining on its contract, then the Customer must make all reasonable efforts to secure financing for the remaining Shows. Cancellation of the contract due to lack of funds does not free Customer of the terms of this Contract or allow Customer to search out other fireworks companies to shoot the Show.
- b. **Reorganization.** After informing Five Star of the loss of funds, Customer can arrange with Five Star a reorganization the Show given the new amounts available. If notice is received less than thirty (30) days prior to the Show, any cancellation or change will be disallowed. Five Star reserves the right to refuse cancellation or reorganization of the Show based on its own judgment of the facts in any given situation.

7. **Personnel.** Five Star shall provide qualified personnel who will handle the delivery, set-up and execution of the display fireworks, as well as appropriate clean-up of the display area. Said personnel are under the direct control and supervision of Five Star. Any changes in the Show or information regarding the Show on the date of the Show must be referred to the site supervisor.

8. **Safety.** Five Star shall take all safety precautions with respect to the Show, shall comply with all safety measures required by the Contract, and with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority for the safety of persons or property at the Show. The following provisions are also necessary for the safety of the Show:

- a. **Area.** Customer shall provide Five Star with sufficient area to shoot said Show in a safe and reasonable manner in accordance with NFPA guidelines and standards.
- b. **Police and Fire.** Customer shall provide all necessary police and fire personnel, as well as any other appropriate protection necessary. This includes, but is not limited to contact with the police and fire departments in the area, providing private security as necessary, providing access to fire suppression equipment and water, and any other necessary safety personnel or equipment.
- c. **After-Show Inspection and Clean-Up.** Five Star will, to the best of its ability, conduct a search of the grounds after the Show, in an effort to dispose of any unexploded shells and for a general clean-up of the area. The extent of this inspection and clean-up may be affected by other commitments, inclement weather, or other unforeseeable circumstances, including, but not limited to; fire, lighting, rain, snow, or any other factors that hamper its after-show inspection and clean-up.
- d. **Morning Search.** Customer explicitly acknowledges and accepts responsibility to conduct a search of the grounds and surrounding area the morning after the Show. Customer acknowledges that this search is of critical importance. If any unexploded or defective fireworks are found that were missed during Five Star's inspection the previous evening, Customer shall notify Five Star immediately for further instructions concerning proper disposal.

9. **Hold Harmless.** To save harmless Five Star and all other workers or subcontractors from any and all losses or damage (including, without limiting the generality of the foregoing, legal fees and disbursements paid or incurred by Five Star to enforce the provisions of this Contract) occasioned by

the failure of the Customer to carry out the provisions of this Contract unless such failure results from causes beyond the control of the Customer.

10. **Non-Assignment.** Not to assign or sub-let this Contract, or any part thereof, and not to assign any money due or to become due hereunder without first obtaining the written consent of the Customer hereto.

11. **Compliance.** To comply with all federal and state laws, codes, and regulations and all municipal ordinances and regulations effective where the work under this Contract is to be performed.

12. **Permits.** The customer will be responsible for obtaining all necessary permits for the Show. Failure to obtain permits may result in cancellation of the Show.

13. **Entire Agreement.** This Agreement constitutes the entire Contract of the parties. It is expressly agreed that no statement, arrangement, warranty, or understanding, oral or written, express or implied, will be recognized unless it is stated in, or otherwise permitted by, this Agreement. Customer warrants that the person executing this Agreement, and any subsequent change orders, has legal authority to do so. Customer acknowledges review and approval of the entire Agreement before execution. This Agreement is not assignable by either party without the other's consent.

14. **Debt or Obligations.** Each party shall be responsible for its separate debts and obligations.

15. **Payment.** The cost of each display shall be \$10,000.00, and the cost of \$2,000,000.00 liability insurance shall be included, for a total amount due of \$10,000.00, plus sales tax, if applicable. At the time of the signing of this Contract, the Customer shall pay a deposit in the amount of \$3,000.00. The remaining balance shall be due and payable 30 days after the evening of the Show. A 5% financing charge shall be applied per month until the receipt by Five Star of any unpaid balance.

16. **Indemnification.** Five Star shall indemnify Customer against all liability to any person for or by reason of any condition, whether defective or otherwise, of any fireworks, apparatus, equipment, or fixtures furnished by Five Star in connection with the Show, and against all liability to any person for or by reason of any act of omission of Five Star or any of its agents or employees.

17. **Severability.** The invalidity of any part of this Agreement shall not be deemed to affect the validity of any other part. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provisions.

18. **Access.** Customer agrees to maintain access for Five Star to the display area, to keep the site free from obstructions, and to obtain permission for Five Star to gain access through any property as necessary to facilitate the shooting of the Show. Customer shall be solely responsible for all risk, shall hold Five Star harmless and free of liability, and shall compensate for any damage or costs arising out of such access or the failure to maintain access.

19. **Protection of Customer's Property and Site.** Customer agrees to remove or protect any personal property inside and outside the display area. Five Star shall take reasonable efforts to avoid damage to existing property, and in such event, shall not be responsible for damage to the Customer's property or any other property in the area where the Show was shot, including existing walks, driveways, telephone or electric lines, lawn, shrubs, trees, homes or other property whether caused in whole or in part by Five Star, its employees or subcontractors, or their suppliers in the performance of the Show or in the delivery of materials to the display site.

20. **Insurance.** Five Star shall maintain workers compensation and general liability insurance (in an amount of \$2,000,000.00), as necessary, either through itself or its parent company, Five Star Fireworks, Corp. Customer, as appropriate, shall maintain homeowners insurance covering all physical loss to any structure or buildings near the display area, and expressly including, but not be limited to; coverage for multiple perils, collapse, fire, weather damage, theft, vandalism and malicious mischief, naming Five Star as additional insured. Customer assumes all risk of loss during the Show, save for what is covered under the policies held by Five Star on its behalf. It is the Customer's responsibility to contact their insurance agent and inform them of the necessary required coverage or assume any loss not covered by their insurance carrier.

21. **Alternative Dispute Resolution.** In the event that either party requests, in writing, that a dispute relating in any way to this Agreement be resolved by mediation, the other party to this contract *must* proceed to mediate the dispute prior to filing a lawsuit. In the event mediation is requested, the mediation shall be conducted by the Mediation Service of the Metropolitan Builders Association of Greater Milwaukee or any other mediator or group that the parties can mutually agree to. Disputes that are subject to mandatory mediation include, but are not limited to contractual disputes and disputes directly relating to the Show or to the provision of services and/or materials for the Show. The parties agree, in the event the dispute proceeds to mediation, that they will make a good faith effort to resolve their dispute(s) through the mediation process and that they will abide by the MBA Mediation Service policies and procedures.

22. **Waiver.** Customer's commencement of litigation against Five Star for breach of contract or other dispute(s) prior to providing the notice required above, shall be deemed a waiver of any and all claims Customer may have had against Five Star for breach of contract or other dispute(s).

23. **Acceptance.** In executing this Agreement, Customer represents that Customer has the necessary financial resources to fulfill its obligations under this Agreement and has the legal authority to execute this Agreement.

By signing this Agreement, Customer represents and warrants that: (1) they have the authority to execute this Agreement for the Show; and (2) they have reviewed and approved the Agreement and the attached Exhibit "A." This Agreement shall become binding on Five Star and Customer upon signing below.

**Submitted by Five Star:**

By: \_\_\_\_\_ Date: 1-30-17  
Tim Heinecke, President

The undersigned Customer certifies that he/she has carefully read this entire Agreement before signing below and acknowledges receipt of a copy of the entire Agreement at the time of signing.

**Accepted by Customer:**

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

**Accepted by Five Star:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Tim Heinecke, President



PREPARED FOR

## City of Burlington

Friday July 4, 2017

### GRAND OPENING TO MAIN EVENT

250 1 ¼ INCH MIXED PEONY TO TIME RAIN REPORT

### MAIN EVENT

- 12                    THREE INCH FLASH SALUTES  
Salutes will be used to signal the open of your show  
and will continue throughout the program.
- 75                    THREE INCH CROWN PYRO COLOR DISPLAY SHELLS  
63                    THREE INCH DELUXE AN-PING DISPLAY SHELLS  
66                    THREE INCH DANCING DRAGON DISPLAY SHELLS
- 216    Total Three Inch Shells

Three inch display shells include: Colored Diadems, Crossett's, Tiger Tails, Sneaking Peony's, and Bright Stars to name a few.

- 36                    FOUR INCH DANCING DRAGON DISPLAY SHELLS  
36                    FOUR INCH DANCING DISPLAY SHELLS WITH TAILS  
36                    FOUR INCH SPECIALTY YUNG FENG DISPLAY SHELLS  
72                    FOUR INCH FLOWER KING DISPLAY SHELLS WITH TAILS
- 180    Total Four Inch Shells

Four inch display shells include: Multi-Colored Crossett's, Shimmering Peony's, Bright Kamuros, Glowing Comets, and many more.

- 20 FIVE INCH CROWN PYRO DISPLAY SHELLS
- 20 FIVE INCH DANCING DRAGON DISPLAY SHELLS
- 20 FIVE INCH DANCING SPECIALTY DISPLAY SHELLS

Five inch display shells include: Falling Leaves, Colored Diadems, Falling Willows, Giant Peony's, Bright Stars, and a wide variety of other effects.

- 12 FIVE INCH AN-PING MULTI-BREAKING DISPLAY SHELLS  
ALL SHELLS ARE TWO FULL SIZE BREAKS

72 Total Five Inch Shells

- 18 SIX INCH MANTSUNA DISPLAY SHELLS

\*\*\*\* Highest quality shell imported from China. All Shells have multiple breaks, colors, patterns, and shapes.\*\*\*\*  
(BEST SELLER FOR YEARS IN A ROW)

18 Total Six Inch Shells

## **FINALE**

- 150 1 ½ INCH FAN SHAPE CRACKLE INE TO CRACKLE
- 100 TWO INCH TITIANUM SALUTES WITH REPORT
- 300 1 ½ INCH BROCADE CROWN TO BLUE PEONY
- 60 THREE INCH DANCING FINALE COLOR SHELLS WITH TAILS
- 60 THREE INCH SILVER CROWN FINALE SHELLS
- 60 THREE INCH DANCING FINALE COLOR SHELLS AND SALUTES
- 60 THREE INCH AM PYRO CANOPY SHELLS WITH FLASH
- 20 FIVE INCH DANCING NISHI KAMURO FINALE SHELLS

The conclusion of your show will consist of more than 800 shells to end the show on an extremely dramatic note!



## SPECIAL EFFECTS

- 225      1 ½ INCH GOLDEN STROBE TO GOLD WILLOW
- 200      1 ½ WHITE STROBE TO GREEN TAIL TO REPORT
- 110      1 ¾ INCH RED, WHITE, AND BLUE SHOOTING STARS
- 225      1 ½ INCH COLOR COCONUT, COLOR PISTOL
- 200      1 ½ INCH BLUE PEARL TO RED DIADEM

**Special effects will be presented as 5 dramatic segments throughout your show!!!**

The length of this show will be 21-24 minutes duration.  
Program Exhibit "A"

**Display Budget \$10,000.00**  
(Plus Sales Tax)



**COMMITTEE OF THE WHOLE**

**ITEM NUMBER: 8**

**DATE:** March 7, 2017

**SUBJECT:** MOTION 17-866 to approve an Airport Hangar Lease with Dale Severs and Karen Riccio for 832 Hotel Taxiway, at the Burlington Municipal Airport.

**SUBMITTED BY:** Gary Meisner, Airport Manager

**BACKGROUND/HISTORY:**

The Airport Committee met on February 23, 2017 and recommends that the City enter into a not-to-exceed twenty-nine year Airport Hangar Lease agreement with Dale Severs and Karen Riccio for 832 Hotel Taxiway. The amount of the lease equals the sum of \$.095 per square foot with a total of 1,600 square feet, equaling \$152.00, prorated in the first and last years of the Lease with the first-year payment of \$0 due at signing, and payable thereafter in advance of the 1<sup>st</sup> day of January of each and every consecutive year of the lease term commencing January 1, 2017.

**BUDGET/FISCAL IMPACT:**

An annual payment of \$228.00 will be paid to the City each year by January 1 for lease of the hangar.

**RECOMMENDATION**

Staff recommends approval of this Airport Hangar lease with Dale Severs and Karen Riccio.

**TIMING/IMPLEMENTATION:**

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

**ATTACHMENTS:**

Airport Hangar Lease

## AIRPORT LEASE

This lease Agreement, made and entered into this 1st day of February, 2017 by and between the City of Burlington, State of Wisconsin, a municipal corporation existing through and under the authority of the laws of the State of Wisconsin, hereinafter referred to as "Lessor", and Dale Severs and Karen Riccio whose mailing address is 7205 Oxford Circle, Fox Lake, IL 60020 hereinafter referred to as "Lessee"; the Lessor and Lessee for and in consideration of the keeping by the parties of their respective obligations hereinafter contained, agree as follows:

### ARTICLE 1 PREMISES SUBJECT TO LEASE

The premises subject of this Lease are:

That part of the hangar area of the Burlington Municipal Airport delineated on the official map of the Burlington Municipal Airport maintained at the office of the City Clerk at City Hall and identified as 832 Hotel Taxiway. This Lease does not include use of City Water.

### ARTICLE 2 TERM

The term of this Lease shall be from February 1, 2017 to January 31, 2046 [not to exceed 29 years] both dates inclusive. This Lease shall be automatically renewed for successive ten-year periods thereafter upon mutually agreed-upon terms and approval of the renewal shall not be unreasonably withheld by the Lessor. This Lease is not transferable, See Article 5, Section G.

### ARTICLE 3 RENT

The Lessee shall pay to the Lessor as rent for the Leased Premises the sum of \$ .095 cents per square foot for the leased area, which contains a total of 1600 square feet, for a total amount of \$ 152.00, prorated in the first and last years of the Lease with the first-year payment of \$ \_\_\_\_\_ due at signing, and payable thereafter in advance of the 1st day of January of each and every consecutive year of the lease term commencing on January 1, 2017 subject to the provisions set forth in Article 5, Section A.

### ARTICLE 4

Lessee agrees that rent charged is based on intended:

XX Personal Use, defined as the use of the Leased Premises in a manner which does not meet the definition of Commercial Use; or  
\_\_\_\_\_ Commercial Use, defined as the operation of an airport-related business, which is open to the public, on or in the Leased Premises.

Lessee may change the intended use to that of another type, to be effective the following January 1<sup>st</sup>, if Lessee petitions the Airport Committee in writing no later than December 10<sup>th</sup> and the Committee approves the change no later than its December meeting. See also Article 5, Section F.

## ARTICLE 5

### ADDITIONAL PROVISIONS

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

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

**C. USE OF FACILITIES.** Lessee shall have the right to the non-exclusive use in common with others of the airport parking areas, appurtenances and improvements thereon; the right to install, operate, maintain and store, subject to approval of the Airport Committee, all equipment necessary for the safe hangaring of the Lessee's planes, specifically excluding any aviation gasoline or fuel; the right of ingress to or egress from the demised premises, which shall extend to Lessee's employees, guests and patrons; the right, in common with others so to do, to use common areas of the airport including runways, taxiways, aprons, roadways, and other conveniences for the take-off, flying and landing of aircraft of Lessee. Lessee shall not store any equipment or other material outside of its hangar without the written consent of the Airport Committee.

**D. COMPLIANCE WITH LAWS.** Lessee agrees to observe and obey during the term of this Lease all laws and ordinances, and the rules and regulations promulgated and enforced by the Airport Committee of the City of Burlington, and other proper authority having jurisdiction over the conduct of the operations of the airport including city, county, state and federal agencies or departments.

**E. INDEMNIFICATION.** Lessee agrees to indemnify and hold the Airport Committee and the City of Burlington free and harmless from loss from each and every claim and demand, of whatever nature, made on the behalf of or by any person or persons for any act or omission on the part of the Lessee, or Lessee's agents, employees, guests and patrons and from all loss or damage by reason of such acts or omissions.

**F. SUBLEASE-RENTAL OF PREMISES.** Lessee may sublet portions of the hangar constructed on the Leased Premises for the same purposes as stated in this Lease, subject to this policy of the Airport Committee relative to rental rates: It is agreed and understood by Lessee that the rate agreed to in this Lease is for (choose one) XX personal use \_\_\_\_\_ commercial use. Under this agreement it is understood by the parties that if property is sublet, the appropriate rate will be applied to this Lease from the following January 1. In the event that Lessee fails to disclose a sublease, he agrees to pay the City the amount of the increased rental for the period of any failure to so disclose.

In the event Lessee does enter into a sublease, Lessee shall require any subtenant to abide with all of the conditions of this lease agreement including the requirement that the subtenant shall hold the Airport Committee and the City of Burlington free and harmless from any loss for each and every claim or demand, of whatever nature, made by the subtenant against the Lessee

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

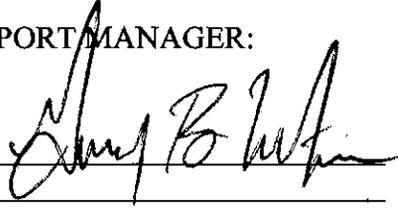
proceeds of sale to past due rent and/or other charges due from Lessee under the terms of the Lease.

V. GENERAL PROVISIONS. The following provisions shall apply to this Agreement:

- (1) Rights and liabilities of the parties shall bind and inure to the benefit of their personal representatives, heirs, successors and assigns.
- (2) This agreement constitutes the entire agreement pertaining to the subject matter and supersedes all prior and contemporaneous agreements of the parties in connection therewith.
- (3) In construing this Lease, feminine or neuter pronouns may be substituted for those masculine in form and vice versa and plural terms may be substituted for singular and singular for plural in any place in which the context so requires.
- (4) The captions contained in this Agreement are for reference only and do not form part of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals they day and year first herein written.

Approved by the Airport Committee on: 2/23/17

AIRPORT MANAGER:  


Signature  
Gary B. Meisner  
Print (or type) name

LESSEE:  
  
Date 2/23/17  
Signature  
Karen L. Riccio  
Print (or type) name

Approved by Common Council on: \_\_\_\_\_

CITY OF BURLINGTON

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title