



AGENDA
COMMITTEE OF THE WHOLE
Wednesday, April 5, 2017 at 6:30 p.m.
Common 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. Call to Order – Roll Call
2. Citizen comments
3. Approval of minutes for March 21, 2017 (*E. Johnson*)pg.
4. **Topic: Presentation** by the Aging & Disability Resource Center of Racine County (ADRC).
5. **Topic: Resolution 4831(50)** to consider approving the acceptance of an Offer to Sell real property to Burlington Core Upgrades II, LLC for the properties formerly known as 261 E. Chestnut and 249 E. Chestnut. This item is scheduled for final consideration at the May 2, 2017 Common Council meeting.....pg
6. **Topic: Resolution 4832(51)** to consider approving an Engineering Service Agreement with Baxter Woodman for the Well 11 Radium Compliance Improvement Project in the amount of \$43,0000. This item is scheduled for final consideration at tonight’s Common Council meeting.pg.
7. **Topic: Resolution 4833(52)** to consider approving an award of bid for the Radium and Strontium Treatment System for Well No. 11 to Butters Fetting for the total amount of \$847,500. This item is scheduled for final consideration at tonight’s Common Council meeting.pg.
8. **Topic: Resolution 4834(53)** to consider approving an award of bid for the 2017 Street and Sidewalk Improvement Program to Reesman’s Excavating and Grading, Inc., for the total Base Bid of \$1,435,623.90. This item is scheduled for final consideration at tonight’s Common Council meeting.pg.
9. **Topic: Resolution 4835(54)** to consider an Initial Resolution Authorizing \$1,240,000 General Obligation Bonds for Street Improvement Projects. This item is scheduled for final consideration at tonight’s Common Council meeting.pg.

10. **Topic:** Resolution 4836(55) to consider an Initial Resolution Authorizing \$180,000 General Obligation Bonds for Parks and Public Grounds Projects. This item is scheduled for final consideration at tonight’s Common Council meeting.pg.
11. **Topic:** Resolution 4837(56) to consider an Initial Resolution Authorizing \$5,400,000 General Obligation Bonds for Swimming Pool Project. This item is scheduled for final consideration at tonight’s Common Council meeting.pg.
12. **Topic:** Resolution 4838(57) to consider an Initial Resolution Authorizing \$290,000 General Obligation Bonds for Water System Projects. This item is scheduled for final consideration at tonight’s Common Council meeting.pg.
13. **Topic:** Resolution 4839(58) to consider an Initial Resolution Authorizing \$1,230,000 General Obligation Refunding Bonds. This item is scheduled for final consideration at tonight’s Common Council meeting.pg.
14. **Topic:** Resolution 4840(59) to consider a Resolution Direction Publication of the Notice to Electors. This item is scheduled for final consideration at tonight’s Common Council meeting.pg.
15. **Topic:** Resolution 4841(60) to consider a Resolution Providing for the Sale of \$8,340,000 General Obligation Corporate Purpose Bonds, Series 2017A. This item is scheduled for final consideration at tonight’s Common Council meeting.pg.
16. **Topic:** Resolution 4842(61) to consider a Resolution Providing for the Sale of Approximately \$1,660,000 Sewerage System Revenue Bonds, Series 2017B. This item is scheduled for final consideration at tonight’s Common Council meeting.pg.
17. **Topic:** Motion 17-870 to consider approving a Certificate of Appropriateness in the HPC Overlay for 208 E. Washington Street and 400 N. Pine Street (Thrivent Financial Building). This item is scheduled for final consideration at tonight’s Common Council meeting.pg.
18. **Topic:** Motion 17-871 to consider approving a Certificate of Appropriateness in the HPC Overlay for 525 Milwaukee Avenue (Commercial Investment Properties). This item is scheduled for final consideration at tonight’s Common Council meeting.pg.
19. **Adjourn** (*B. Grandi*)



COMMITTEE OF THE WHOLE

ITEM NUMBER: 3

DATE: April 5, 2017

SUBJECT: March 21, 2017 Committee of the Whole Minutes

SUBMITTED BY: Diahnn Halbach, City Clerk

BACKGROUND/HISTORY:

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

BUDGET/FISCAL IMPACT:

N/A

RECOMMENDATION:

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

TIMING/IMPLEMENTATION:

This item is scheduled for final consideration at the April 5, 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, March 21, 2017

1. Call to Order/Roll Call

Council President Tom Vos, called the meeting to order at 7:55 p.m. starting with roll call. Aldermen present: Ed Johnson, Bob Grandi, Ruth Dawidziak, Tom Vos, Tom Preusker, Jon Schultz and Todd Bauman. Excused: Mayor Hefty, John Ekes

Also present: City Administrator Carina Walters, City Attorney John Bjelajac, Finance Director Steve DeQuaker, Director of Administrative Services Megan Watkins, Police Chief Mark Anderson, Fire Chief Alan Babe, and Chris Keefer (DPW).

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

2. Citizens Comments and Questions

There were none.

3. Approval of Minutes from March 7, 2017

A motion was made by Alderman Preusker with a second by Alderman Dawidziak to approve the minutes from March 7, 2017. With all in favor, the motion carried to approve the minutes.

4. Topic: Discussion regarding a possible Fire Department Training Facility for Western Racine County to be located at the Department of Public Works.

City of Burlington Fire Chief, Alan Babe, and Assistant Fire Chief, Eric Jones, gave a presentation to seek support from Council to locate a privately funded training facility on the DPW property in order to accommodate the training needs of the City of Burlington and surrounding departments. The presentation included its purpose and use, location and access, and examples of different kinds of construction. Jones stated that although Gateway offers a training facility in Kansasville, it would require the fire department to take their equipment out of the City, which creates a concern if there were to be an emergency. Jones further stated that the facility could also be utilized by the City Police Department as well as the Racine County Sheriff's Department for tactical and scenario based trainings. Jones also stated that this project would not require any tax payer dollars and money would be acquired through donations, fundraisers, and grant programs. The estimated cost of the project ranges from \$180,000 to \$200,000.

Council responded in favor of this project and commended both Chief Babe and Assistant Chief Jones for the thorough and informative presentation.

5. Topic: Discussion regarding the 2017 proposed Financing Plan, including loan options for the Kendall Street Project.

Jim Mann, Ehlers Inc. Senior Municipal Advisor, discussed the City's 2017 financing options for City and Utility capital projects, which includes Pine Street, Kendall Street, the Community Pool,

and the Sewer Plant Upgrade. Mann explained two different options to consider, which then presented the question of whether the City should move forward with a combined borrowing for the street project and the pool, or whether the pool should be stripped out and done as a separate borrowing at a future point in time. Mann went on to explain that borrowing all the funds now would lock into the current interest rates, versus what they may be in the future, and based on Federal Reserve Action, it appears that interest rates will continue to increase for the foreseeable future. Mann stated that the downside for borrowing all the funds now is that the total cost of the pool project has not been finalized, which may result in borrowing too much or too little; however, if the amount is too much, the excess could be transferred to help offset the costs of other projects.

Alderman Grandi asked if there were any additional savings if issued in one lump sum. Mann responded that the City would save on additional fees that could amount to as much as \$50,000.

Without a formal vote, Vos asked Council if anybody objected to moving forward with the option to borrow for both the streets and the pool at the same time. There were no objections.

6. **Topic: Resolution 4825(44)** - to consider engaging Ehlers, Inc., to assist in performing new required Tax Increment District (TID) reporting for the not-to-exceed amount of \$6,500.

Vos introduced Resolution 4825(44) and opened it up for discussion. There was no discussion.

7. **Topic: Resolution 4826(45)** to consider approving Standard Operating Guidelines between the City of Burlington Fire Department and Burlington Rescue Squad Inc.

Vos introduced Resolution 4826(45) and opened it up for discussion.

Chief Babe and Burlington Rescue Squad Chief Brian Zwiebel explained the proposed guidelines which would provide direction to both BRS and City Fire employees, as well as protocols on assisting Burlington Rescue during scene operations and when transporting to the hospital, which would include BRS calls located both in and outside city limits. Zwiebel went on to explain that the primary focus is to provide the best and vital patient care to the citizens within the City and rescue squad calls service territory and with less volunteers and higher call volume, this solution makes sense for everyone.

Alderman Vos commended both Chiefs and said he was glad to see this happening.

8. **Topic: Resolution 4827(46)** – to consider declaring Special Assessment powers for reconstruction of sidewalks at various locations.

Vos introduced Resolution 4827(46) and opened it up for discussion. There was no discussion.

9. **Topic: Resolution 4828(47)** – to consider approving a Final Resolution and Installment Assessment Notice exercising assessment power regarding the South Pine Street Sanitary Sewer Project.

Vos introduced Resolution 4828(47) and opened it up for discussion.

Alderman Schultz announced there were people in the audience present to speak in regards to this resolution. Attorney Bjelajac informed them that they would have a chance to speak during the Public Hearing scheduled during tonight's Common Council meeting.

10. **Topic: Resolution 4829(48)** – to consider approving the purchase of two 2017 Toro Zero Turn Mowers from Grove Power and Equipment, LLC, for the purchase price of \$19,258.00.

Vos introduced Resolution 4829(48) and opened it up for discussion.

Alderman Dawidziak asked which budget this will be taken from. Steve DeQuaker responded that this would be coming out of the Equipment Replacement Fund.

Alderman Bauman asked if the mowers were being replaced just because they've reached their ten year life cycle. Chris Keefer, DPW, responded that the repairs on the machines were starting to cost too much and it made better sense to auction them off while they still held some value and apply that amount towards the final cost of two new mowers.

- 11. Topic: Resolution 4830(49)** – to consider approval of a Certified Survey Map for property located at 180 Industrial Drive.

Vos introduced Resolution 4830(49) and opened it up for discussion. There was no discussion.

- 12. Topic: Resolution 4824(43)** – to consider amending the City of Burlington Fee Schedule.

Vos introduced Resolution 4830(49) and opened it up for discussion. There was no discussion.

- 13. Topic: Ordinance 2022(18)** – to consider approving a Rezone Map Amendment for property located at 173 S. Perkins Blvd. from I-1, Institutional District to Rs-3, Single-Family Residential.

Vos introduced Ordinance 2022(18) and opened it up for discussion. There was no discussion.

- 14. Topic: Ordinance 2023(19)** – to consider repealing Chapter 100-4, "Music Devices" of the Municipal Code in its entirety.

Vos introduced Ordinance 2023(19) and opened it up for discussion. There was no discussion.

- 15. Topic: Motion 17-867** – to consider approving a Certificate of Appropriateness for 224 E. Chestnut Street.

Vos introduced Motion 17-867 and opened it up for discussion. There was no discussion.

- 16. Topic: Motion 17-868** – to consider approving a Certificate of Appropriateness for 425 N. Pine Street.

Vos introduced Motion 17-868 and opened it up for discussion. There was no discussion.

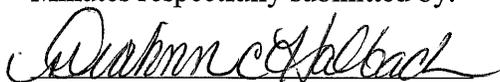
- 17. Topic: Motion 17-869** – to consider approving a Certificate of Appropriateness for 488 N. Pine Street.

Vos introduced Motion 17-869 and opened it up for discussion. There was no discussion.

18. Adjourn

A motion was made by Alderman Bauman with a second by Alderman Dawidziak to adjourn the meeting. With all in favor, the meeting adjourned at 7:51 p.m.

Minutes respectfully submitted by:



Diahnn C. Halbach
City Clerk
City of Burlington



COMMITTEE OF THE WHOLE

ITEM NUMBER: 5

DATE: April 5, 2017

SUBJECT: RESOLUTION 4831(50) to consider approving the acceptance of an Offer to Sell real property to Burlington Core Upgrades II, LLC for the properties formerly known as 261 E. Chestnut and 249 E. Chestnut.

SUBMITTED BY: Carina Walters, City Administrator and John Bjelajac, City Attorney

BACKGROUND/HISTORY:

Over the last two years, the Community Development Authority (CDA) has been working diligently with Burlington Core, LLC for the purchase of the properties formerly known as 261 E. Chestnut and 249 E. Chestnut. The Community Development Authority is pleased to bring forward to the Common Council a revised “Offer to Sell” that was approved by the CDA earlier this evening. Although the property is under the purview of the CDA, this item is before the Common Council as the purchase is contingent on several items:

1. Common Council needs to approve the Offer to Sell, as once the property is sold, the property will no longer be under the purview of the CDA; therefore, the City and Developer will need to work on any future applications to the State of Wisconsin for any property variances as a result of the future development.
2. As the city applied for a Site Assessment Grant (SAG) through the State of Wisconsin for the development site, a closure letter from the Wisconsin Department of Natural Resources (WDNR) will need to be obtained by the City; and lastly,
3. The Developer may incorporate residential as part of the future development.

BUDGET/FISCAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends that the Common Council approve offer to sell between Burlington Core, LLC and the City of Burlington’s Community Development Authority for the properties formerly known as 261 E. Chestnut and 249 E. Chestnut.

TIMING/IMPLEMENTATION:

This item is for discussion at the April 5, 2017 Committee of the Whole meeting, once again on the May 2, 2017 Committee of the Whole agenda and on the Common Council agenda for final consideration the same evening.

ATTACHMENTS:

Resolution
Offer to Sell

**A RESOLUTION APPROVING THE ACCEPTANCE OF AN OFFER
TO SELL REAL PROPERTY TO BURLINGTON CORE UPGRADES II, LLC
FOR THE PROPERTIES FORMERLY KNOWN AS 261 E. CHESTNUT AND
249 E. CHESTNUT STREET**

WHEREAS, the Community Development Authority (CDA) of the City of Burlington, a Municipal Corporation located in Racine County Wisconsin, is the owner of vacated land along E. Chestnut Street and Dodge Street (Lots 1, 2, 3 and 4 of Block 27 of the Original Plat of Burlington); and,

WHEREAS, the Community Development Authority has submitted an Offer to Sell real estate for said property to Burlington Core Upgrades II, LLC, attached hereto as Exhibit "A"; and,

WHEREAS, an offering price of \$70,000 has been extended by the Community Development Authority to Burlington Core Upgrades II.

WHEREAS, once the property is sold to Burlington Core Upgrades II, LLC, the property will no longer be under the purview of the CDA; therefore, the City and Developer will need to work on any future applications to the State of Wisconsin for any property variances as a result of the future development; and,

WHEREAS, as the City applied for a Site Assessment Grant (SAG) through the State of Wisconsin for the vacated land along E. Chestnut Street and Dodge Streets, a closure letter from the Wisconsin Department of Natural Resources (WDNR) will need to be obtained by the City.

NOW, THEREFORE, BE IT RESOLVED by the Community Development Authority of the City of Burlington, Racine County, State of Wisconsin, that the attached Offer to Sell, having a draft date of March 28, 2017, be, and hereby is, approved and shall be submitted to the Burlington Core Upgrades II, LLC for its consideration and possible acceptance.

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

Introduced: April 5, 2017
Adopted:

Jeannie Hefty, Mayor

Attest:

Diahn Halbach, City Clerk

OFFER TO SELL
REAL PROPERTY

The undersigned Seller, Community Development Authority of the City of Burlington, hereby offers to sell the real property described in attached Addendum A, to Buyer, Burlington Core Upgrades II, LLC, under the terms and provisions contained in attached Exhibit "X", such terms and provisions hereby incorporated herein by reference.

If Buyer wishes to accept this Offer to Sell, Buyer must properly execute this document (including, as applicable, the attachments) and then return the same so that the fully executed Offer to Sell is actually received by Seller, or by Seller's attorneys in the law firm of BJELAJAC & KALLENBACH located at 601 Lake Avenue, Racine, Wisconsin, on or before the date of April 28, 2017. If this Offer to Sell is not so executed by Buyer and so received by Seller or Seller's attorneys on or before such date, then this Offer to Sell shall automatically become null and void.

Seller may withdraw this Offer at any time (prior to Buyer delivering an accepted copy of this Offer by personal delivery as described above) by giving written or oral notice to Buyer of such withdrawal of the Offer.

Dated this _____ day of _____, 2017.

SELLER: Community Development Authority
of the City of Burlington

By: _____
Bil Scherrer, Chairman

ACCEPTANCE

THIS OFFER TO SELL IS HEREBY ACCEPTED. THE UNDERSIGNED BUYER HEREBY AGREES TO PURCHASE THE ABOVE-DESCRIBED REAL PROPERTY UNDER THE TERMS AND CONDITIONS DESCRIBED ABOVE.

Dated this _____ day of _____, 2017.

BUYER: Burlington Core Upgrades II, LLC

By: _____
William Stone, Member

WB-13 VACANT LAND OFFER TO SELL

ATTORNEY

~~LICENSEE~~ DRAFTING THIS OFFER ON March 28, 2017 [DATE] IS ~~AGENT OF BUYER~~

~~(AGENT OF SELLER/ LISTING BROKER) (AGENT OF BUYER AND SELLER)~~ STRIKE THOSE NOT APPLICABLE

GENERAL PROVISIONS The Buyer, Burlington Core Upgrades II, LLC, being a Wisconsin limited liability company, shall ~~offer to~~ purchase the Property

~~XXXXXX (Street Address)~~ described in attached Addendum A
in the City Burlington of Burlington County of Racine, Wisconsin ~~(use)~~

~~additional description of any of lines 458-494 or 526-594 or attach as addendum paragraph 525~~, on the following terms:

■ PURCHASE PRICE: Seventy Thousand Dollars, and other consideration stated herein
Dollars (\$ 70,000.00).

~~EARNEST MONEY~~ of \$ _____ accompanies this Offer and earnest money of \$ _____ will be mailed, or commercially or personally delivered within _____ days of acceptance to listing broker or

■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise provided below.
■ INCLUDED IN PURCHASE PRICE: Seller is including in the purchase price the Property, all Fixtures on the Property on the date of this Offer not excluded at lines 18-19, and the following additional items:

■ NOT INCLUDED IN PURCHASE PRICE: _____

CAUTION: Identify Fixtures that are on the Property (see lines 290-294) to be excluded by Seller or which are rented and will continue to be owned by the lessor.

NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included/excluded. Annual crops are not part of the purchase price unless otherwise agreed.

~~ZONING: Seller represents that the Property is zoned: as described in Addendum A~~

ACCEPTANCE Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical copies of the Offer.

CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term deadlines running from acceptance provide adequate time for both binding acceptance and performance.

~~BINDING ACCEPTANCE~~ This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer ~~or before~~ _____ Seller may hear the Property on the _____
~~make and accept secondary offers after binding acceptance of this Offer~~

CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.

OPTIONAL PROVISIONS TERMS OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX () ARE PART OF THIS OFFER ONLY IF THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OFFER IF MARKED "N/A" OR ARE LEFT BLANK.

DELIVERY OF DOCUMENTS AND WRITTEN NOTICES Unless otherwise stated in this Offer, delivery of documents and written notices to a Party shall be effective only when accomplished by one of the methods specified at lines 38-56.

(1) **Personal Delivery:** giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at line 40 or 41.

Seller's recipient for delivery (optional): Carina Walters, Burlington City Hall, 300 North Pine Street, Burlington, Wisconsin 53105
Buyer's recipient for delivery (optional): William Stone, 1072 288th Avenue, Burlington, Wisconsin

(2) **Fax:** fax transmission of the document or written notice to the following telephone number:
Seller: (_____) Buyer: (_____)

(3) **Commercial Delivery:** depositing the document or written notice fees prepaid or charged to an account with a commercial-delivery service, addressed either to the Party, or to the Party's recipient for delivery if named at line 40 or 41, for delivery to the Party's delivery address at line 49 or 50.

(4) **U.S. Mail:** depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party, or to the Party's recipient for delivery if named at line 40 or 41, for delivery to the Party's delivery address at line 49 or 50.

Delivery address for Seller: Carina Walters, Burlington City Hall, 300 North Pine Street, Burlington, Wisconsin 53105

Delivery address for Buyer: William Stone, 1072 288th Avenue, Burlington, Wisconsin 53105

(5) **E-Mail:** electronically transmitting the document or written notice to the Party's e-mail address, if given below at line 55 or 56. If this is a consumer transaction where the property being purchased or the sale proceeds are used primarily for personal, family or household purposes, each consumer providing an e-mail address below has first consented electronically to the use of electronic documents, e-mail delivery and electronic signatures in the transaction, as required by federal law.

E-Mail address for Seller (optional): Carina Walters: cwalters@burlington-wi.gov

E-Mail address for Buyer (optional): William Stone: whstone41@yahoo.com

PERSONAL DELIVERY/ACTUAL RECEIPT Personal delivery to, or Actual Receipt by, any named Buyer or Seller constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

59 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this
60 Offer in lines 526-534 or 526-534 or as added on attached per line 528. All items of Buyer's occupancy Property shall be
61 free of all liens and encumbrances except for personal property belonging to current tenants of that sold to Buyer or left
62 with Buyer's consent. Occupancy shall be given subject to tenants' rights.

63 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has no
64 notice or knowledge of conditions affecting the Property or transaction (see lines 163-187 and 245-276) other than those
65 identified in the Seller's disclosure report dated _____ which was received by Buyer and
66 Buyer signing this Offer and which was made a part of this Offer by reference. **COMPLETE DATE OR STRIKE AS APPLICABLE**

67 and This is an "AS-IS" sale. See Addendum B.

68
69 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT**

70 **CLOSING** This transaction is to be closed ~~on the~~ as described in Addendum B
71 at the place selected by Seller, unless otherwise agreed by the Parties in writing.

72 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values:
73 real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners association
74 assessments, fuel and _____

75 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**

76 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

77 Real estate taxes shall be prorated at closing based on [CHECK BOX FOR APPLICABLE PRORATION FORMULA]:

78 The net general real estate taxes for the preceding year, or the current year if available (Net general real estate
79 taxes are defined as general property taxes after state tax credits and lottery credits are deducted) (NOTE: THIS CHOICE
80 APPLIES IF NO BOX IS CHECKED)

81 Current assessment times current mill rate (current means as of the date of closing)

82 Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior
83 year, or current year if known, multiplied by current mill rate (current means as of the date of closing)

84

85 **CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be**
86 **substantially different than the amount used for proration especially in transactions involving new construction,**
87 **extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local assessor**
88 **regarding possible tax changes.**

89 Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on
90 the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5
91 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall
92 re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation
93 and is the responsibility of the Parties to complete, not the responsibility of the real estate brokers in this transaction.

94 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights
95 under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the
96 (written) (oral) **STRIKE ONE** lease(s), if any, are _____

97 _____ Insert additional terms, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525.

98 **GOVERNMENT PROGRAMS:** Seller shall deliver to Buyer, within _____ days of acceptance of this Offer, a list of all
99 federal, state, county, and local conservation, farmland, environmental, or other land use programs, agreements, restrictions,
100 or conservation easements, which apply to any part of the Property (e.g., farmland preservation agreements, farmland
101 preservation or exclusive agricultural zoning, use value assessments, Forest Crop, Managed Forest, Conservation Reserve
102 Program, wetland mitigation, shoreland zoning mitigation plan or comparable programs), along with disclosure of any
103 penalties, fees, withdrawal charges, or payback obligations pending, or currently deferred, if any. This contingency will be
104 deemed satisfied unless Buyer delivers to Seller, within seven (7) days of Buyer's Actual Receipt of said list and disclosure, or
105 the deadline for delivery, whichever is earlier, a notice terminating this Offer based upon the use restrictions, program
106 requirements, and/or amount of any penalty, fee, charge, or payback obligation.

107 **CAUTION: If Buyer does not terminate this Offer, Buyer is hereby agreeing that Buyer will continue in such programs,**
108 **as may apply, and Buyer agrees to reimburse Seller should Buyer fail to continue any such program such that Seller**
109 **incurs any costs, penalties, damages, or fees that are imposed because the program is not continued after sale. The**
110 **Parties agree this provision survives closing.**

111 **MANAGED FOREST LAND:** All, or part, of the Property is managed forest land under the Managed Forest Law (MFL).
112 This designation will continue after closing. Buyer is advised as follows: The MFL is a landowner incentive program that
113 encourages sustainable forestry on private woodlands by reducing and deferring property taxes. Orders designating lands as
114 managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the MFL program changes, the
115 new owner must sign and file a report of the change of ownership on a form provided by the Department of Natural Resources
116 and pay a fee. By filing this form, the new owner agrees to the associated MFL management plan and the MFL program rules.
117 The DNR Division of Forestry monitors forest management plan compliance. Changes you make to property that is subject to
118 an order designating it as managed forest land, or to its use, may jeopardize your benefits under the program or may cause
119 the property to be withdrawn from the program and may result in the assessment of penalties. For more information call the
120 local DNR forester or visit <http://www.dnr.state.wi.us>

121 **FENCES:** Wis. Stat. § 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal shares
 122 where one or both of the properties is used and occupied for farming or grazing purposes.

123 **CAUTION: Consider an agreement addressing responsibility for fences if Property or adjoining land is used and**
 124 **occupied for farming or grazing purposes.**

125 **USE VALUE ASSESSMENTS:** The use value assessment system values agricultural land based on the income that would be
 126 generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural land to a
 127 non-agricultural use (e.g., residential or commercial development), that person may owe a conversion charge. To obtain more
 128 information about the use value law or conversion charge, contact the Wisconsin Department of Revenue's Equalization
 129 Section or visit <http://www.revenue.wi.gov/>.

130 **FARMLAND PRESERVATION:** Rezoning a property zoned farmland preservation to another use or the early termination of a
 131 farmland preservation agreement or removal of land from such an agreement can trigger payment of a conversion fee equal to
 132 3 times the class 1 "use value" of the land. Contact the Wisconsin Department of Agriculture, Trade and Consumer Protection
 133 Division of Agricultural Resource Management or visit <http://www.datcp.state.wi.us/> for more information.

134 **CONSERVATION RESERVE PROGRAM (CRP):** The CRP encourages farmers, through contracts with the U.S. Department
 135 of Agriculture, to stop growing crops on highly erodible or environmentally sensitive land and instead to plant a protective
 136 cover of grass or trees. CRP contracts run for 10 to 15 years, and owners receive an annual rent plus one-half of the cost of
 137 establishing permanent ground cover. Removing lands from the CRP in breach of a contract can be quite costly. For more
 138 information call the state Farm Service Agency office or visit <http://www.fsa.usda.gov/>.

139 **SHORELAND ZONING ORDINANCES:** All counties must adopt shoreland zoning ordinances that meet or are more
 140 restrictive than Wis. Admin. Code Chapter NR 115. County shoreland zoning ordinances apply to all unincorporated land
 141 within 1,000 feet of a navigable lake, pond or flowage or within 300 feet of a navigable river or stream and establish minimum
 142 standards for building setbacks and height limits, cutting trees and shrubs, lot sizes, water runoff, impervious surface
 143 standards (that may be exceeded only if a mitigation plan is adopted) and repairs to nonconforming structures. Buyers must
 144 conform to any existing mitigation plans. For more information call the county zoning office or visit <http://www.dnr.state.wi.us/>.
 145 Buyer is advised to check with the applicable city, town or village for additional shoreland zoning restrictions, if any.

146 **BUYER'S PRE-CLOSING WALK-THROUGH** Within 3 days prior to closing, at a reasonable time pre-approved by Seller or
 147 Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no significant change
 148 in the condition of the Property, except for ordinary wear and tear and changes approved by Buyer, and that any defects
 149 Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

150 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** Seller shall maintain the Property until the earlier of
 151 closing or occupancy of Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary
 152 wear and tear. If, prior to closing, the Property is damaged in an amount of not more than five percent (5%) of the selling price,
 153 Seller shall be obligated to repair the Property and restore it to the same condition that it was on the day of this Offer. No later
 154 than closing, Seller shall provide Buyer with lien waivers for all lienable repairs and restoration. If the damage shall exceed
 155 such sum, Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at option of Buyer.
 156 Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any,
 157 relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on
 158 such policy, if any. However, if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall
 159 be held in trust for the sole purpose of restoring the Property.

160 **DEFINITIONS**

161 **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or
 162 written notice physically in the Party's possession, regardless of the method of delivery.

163 **CONDITIONS AFFECTING THE PROPERTY OR TRANSACTION:** "Conditions Affecting the Property or Transaction" are
 164 defined to include:

- 165 a. Proposed, planned or commenced public improvements or public construction projects which may result in special
 166 assessments or otherwise materially affect the Property or the present use of the Property.
- 167 b. Government agency or court order requiring repair, alteration or correction of any existing condition.
- 168 c. Land division or subdivision for which required state or local approvals were not obtained.
- 169 d. A portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal regulations.
- 170 e. A portion of the Property being subject to, or in violation of, a farmland preservation agreement or in a certified farmland
 171 preservation zoning district (see lines 130-133), or enrolled in, or in violation of, a Forest Crop, Managed Forest (see lines
 172 111-120), Conservation Reserve (see lines 134-138), or comparable program.
- 173 f. Boundary or lot disputes, encroachments or encumbrances, a joint driveway or violation of fence laws (Wis. Stat. ch. 90)
 174 (where one or both of the properties is used and occupied for farming or grazing).
- 175 g. Material violations of environmental rules or other rules or agreements regulating the use of the Property.
- 176 h. Conditions constituting a significant health risk or safety hazard for occupants of the Property.
- 177 i. Underground storage tanks presently or previously on the Property for storage of flammable or combustible liquids,
 178 including, but not limited to, gasoline and heating oil.
- 179 j. A Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, pesticides, herbicides,
 180 fertilizer, radon, radium in water supplies, lead or arsenic in soil, or other potentially hazardous or toxic substances on the
 181 premises.
- 182 k. Production of methamphetamine (meth) or other hazardous or toxic substances on the Property.
- 183 l. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the
 184 Property.
- 185 m. Defects in any well, including unsafe well water due to contaminants such as coliform, nitrates and atrazine, and out-of-
 186 service wells and cisterns required to be abandoned (Wis. Admin. Code § NR 812.26) but that are not closed/abandoned
 187 according to applicable regulations.

188 **Definitions Continued on page 5)**

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~~IF LINE 190 IS NOT MARKED OR IS MARKED N/A, LINES 230-236 APPLY.~~

~~**FINANCING CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written _____ [INSERT LOAN PROGRAM OR SOURCE] first mortgage loan commitment as described below, within _____ days of acceptance of this Offer. The financing selected shall be in an amount of not less than \$ _____ for a term of not less than _____ years, amortized over not less than _____ years. Initial monthly payments of principal and interest shall not exceed \$ _____. Monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay discount points and/or loan origination fee in an amount not to exceed _____ % of the loan. If the purchase price under this Offer is modified, the financed amount, unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments shall be adjusted as necessary to maintain the term and amortization stated above.~~

~~**CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 201 or 202.**~~

~~**FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____ %.
 ADJUSTABLE RATE FINANCING: The initial annual interest rate shall not exceed _____ %. The initial interest rate shall be fixed for _____ months, at which time the interest rate may be increased not more than _____ % per year. The maximum interest rate during the mortgage term shall not exceed _____ %. Monthly payments of principal and interest may be adjusted to reflect interest changes.~~

~~If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 458-464 or 526-534 or in an addendum attached per line 525.~~

~~**BUYER'S LOAN COMMITMENT:** Buyer agrees to pay all customary loan and closing costs, to promptly apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no later than the deadline at line 192. Buyer and Seller agree that delivery of a copy of any written loan commitment to Seller (even if subject to conditions) shall satisfy the Buyer's financing contingency if, after review of the loan commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of unacceptability.~~

~~**CAUTION: The delivered commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide the loan. BUYER, BUYER'S LENDER AND AGENTS OF BUYER OR SELLER SHALL NOT DELIVER A LOAN COMMITMENT TO SELLER OR SELLER'S AGENT WITHOUT BUYER'S PRIOR WRITTEN APPROVAL OR UNLESS ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.**~~

~~**SELLER TERMINATION RIGHTS:** If Buyer does not make timely delivery of said commitment, Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written loan commitment.~~

~~**FINANCING UNAVAILABILITY:** If financing is not available on the terms stated in this Offer (and Buyer has not already delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of same including copies of lender(s) rejection letter(s) or other evidence of unavailability. Unless a specific loan source is named in this Offer, Seller shall then have 10 days to deliver to Buyer written notice of Seller's decision to finance this transaction on the same terms set forth in this Offer and this Offer shall remain in full force and effect, with the time for closing extended accordingly. If Seller's notice is not timely given, this Offer shall be null and void. Buyer authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.~~

~~**IF THIS OFFER IS NOT CONTINGENT ON FINANCING:** Within 7 days of acceptance, a financial institution or third party in control of Buyer's funds shall provide Seller with reasonable written verification that Buyer has, at the time of verification, sufficient funds to close. If such written verification is not provided, Seller has the right to terminate this Offer by delivering written notice to Buyer. Buyer may or may not obtain mortgage financing but does not need the protection of a financing contingency. Seller agrees to allow Buyer's appraiser access to the Property for purposes of an appraisal. Buyer understands and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this Offer is subject to an appraisal contingency, nor does the right of access for an appraisal constitute a financing contingency.~~

~~**APPRAISAL CONTINGENCY:** This Offer is contingent upon the Buyer or Buyer's lender having the Property appraised at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated subsequent to the date of this Offer indicating an appraised value for the Property equal to or greater than the agreed upon purchase price. This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers to Seller a copy of the appraisal report which indicates that the appraised value is not equal to or greater than the agreed upon purchase price, accompanied by a written notice of termination.~~

~~**CAUTION: An appraisal ordered by Buyer's lender may not be received until shortly before closing. Consider whether deadlines provide adequate time for performance**~~

DEFINITIONS CONTINUED FROM PAGE 3

- 245
246 h. Defects in any septic system or other sanitary disposal system on the Property or out-of-service septic systems not
247 closed/abandoned according to applicable regulations.
- 248 b. Subsoil conditions which would significantly increase the cost of development including, but not limited to, subsurface
249 foundations or waste material; organic or non-organic fill; dumpsites where pesticides, herbicides, fertilizer or other toxic
250 or hazardous materials or containers for these materials were disposed of in violation of manufacturer's or government
251 guidelines or other laws regulating said disposal; high groundwater; adverse soil conditions (e.g. low load bearing
252 capacity, earth or soil movement, slides) or excessive rocks or rock formations.
- 253 c. Brownfields (abandoned, idled or under-used land which may be subject to environmental contamination) or other
254 contaminated land, or soils contamination remediated under PECFA, the Department of Natural Resources (DNR)
255 Remediation and Redevelopment Program, the Agricultural Chemical Cleanup Program or other similar program.
- 256 q. Lack of legal vehicular access to the Property from public roads.
- 257 r. Homeowners' associations, common areas shared or co-owned with others, zoning violations or nonconforming uses,
258 conservation easements, restrictive covenants, rights-of-way, easements, easement maintenance agreements, or use of
259 a part of Property by non-owners, other than recorded utility easements.
- 260 s. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority to
261 impose assessments against the real property located within the district.
- 262 t. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition.
- 263 u. Property tax increases, other than normal annual increases; completed or pending property tax reassessment of the
264 Property, or proposed or pending special assessments.
- 265 v. Burial sites, archeological artifacts, mineral rights, orchards or endangered species.
- 266 w. Flooding, standing water, drainage problems or other water problems on or affecting the Property.
- 267 k. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.
- 268 y. Significant odor, noise, water intrusion or other irritants emanating from neighboring property.
- 269 z. Substantial crop damage from disease, insects, soil contamination, wildlife or other causes; diseased trees; or substantial
270 injuries or disease in livestock on the Property or neighboring properties.
- 271 aa. Existing or abandoned manure storage facilities on the Property.
- 272 ob. Impact fees, or other conditions or occurrences that would significantly increase development costs or reduce the value of
273 the Property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.
- 274 cc. The Property is subject to a mitigation plan required by DNR rules related to county shoreland zoning ordinances that
275 obligates the owner to establish or maintain certain measures related to shoreland conditions, enforceable by the county
276 (see lines 139-145).
- 277 dd. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion
278 charge or the payment of a use-value conversion charge has been deferred.
- 279 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding
280 the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day.
281 Deadlines expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under
282 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive
283 registered mail or make regular deliveries on that day. Deadlines expressed as a specific number of "hours" from the
284 occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24 hours
285 per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as
286 closing, expire at midnight of that day.
- 287 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would
288 significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would
289 significantly shorten or adversely affect the expected normal life of the premises.
- 290 ■ **FIXTURE:** A "Fixture" is an item of property which is physically attached to or so closely associated with land so as to be
291 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage
292 to the premises, items specifically adapted to the premises, and items customarily treated as fixtures, including, but not limited
293 to, all: perennial crops; garden bulbs; plants; shrubs and trees and fences; storage buildings on permanent foundations and
294 docks/piers on permanent foundations.
- 295 **CAUTION: Exclude any Fixtures to be retained by Seller or which are rented on lines 18-19.**
- 296 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-7.
- 297 **PROPERTY DEVELOPMENT WARNING** If Buyer contemplates developing Property for a use other than the current use,
298 there are a variety of issues which should be addressed to ensure the development or new use is feasible. Municipal and
299 zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or
300 uses and therefore should be reviewed. Building permits, zoning variances, Architectural Control Committee approvals,
301 estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental audits,
302 subsoil tests, or other development related fees may need to be obtained or verified in order to determine the feasibility of
303 development of, or a particular use for, a property. Optional contingencies which allow Buyer to investigate certain of these
304 issues can be found at lines 306-350 and Buyer may add contingencies as needed in addenda (see line 525). Buyer should
305 review any plans for development or use changes to determine what issues should be addressed in these contingencies.

306 **PROPOSED USE CONTINGENCIES:** Buyer is purchasing the Property for the purpose of: _____

307 _____

308 _____

309 [insert proposed use and type and size of building, if applicable; e.g. three bedroom single family home]. The optional

310 provisions checked on lines 314-345 shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers

311 written notice to Seller specifying those items which cannot be satisfied and written evidence substantiating why each specific

312 item included in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice, this Offer shall be null and void. Seller

313 agrees to cooperate with Buyer as necessary to satisfy the contingencies checked at lines 314-350.

314 **ZONING CLASSIFICATION CONFIRMATION:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's)

315 ~~STRIKE ONE~~ ("Buyer's" if neither is stricken) expense, verification that the Property is zoned _____

316 _____ and that the Property's zoning allows the Buyer's proposed use described at lines 306-308.

317 **SUBSOILS:** This offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) ~~STRIKE ONE~~ ("Buyer's" if neither

318 is stricken) expense, written evidence from a qualified soils expert that the Property is free of any subsoil condition which

319 would make the proposed use described at lines 306-308 impossible or significantly increase the costs of such

320 development.

321 **PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) SUITABILITY:** This Offer is contingent

322 upon Buyer obtaining, at (Buyer's) (Seller's) ~~STRIKE ONE~~ ("Buyer's" if neither is stricken) expense, written evidence from

323 a certified soils tester that (a) the soils at the Property locations selected by Buyer, and (b) all other conditions that must

324 be approved, meet the legal requirements in effect on the date of this Offer to obtain a permit for a POWTS for use of the

325 Property as stated on lines 306-308. The POWTS (septic system) allowed by the written evidence must be one of

326 the following POWTS that is approved by the State for use with the type of property identified at lines 306-308 ~~CHECK~~

327 ~~ALL THAT APPLY~~: conventional in-ground; mound; at grade; in-ground pressure distribution; holding tank;

328 other: _____

329 **EASEMENTS AND RESTRICTIONS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) ~~STRIKE~~

330 ~~ONE~~ ("Buyer's" if neither is stricken) expense, copies of all public and private easements, covenants and restrictions

331 affecting the Property and a written determination by a qualified independent third party that none of these prohibit or

332 significantly delay or increase the costs of the proposed use or development identified at lines 306-308.

333 **APPROVALS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) ~~STRIKE ONE~~ ("Buyer's" if

334 neither is stricken) expense, permits, approvals and licenses, as appropriate, or the final discretionary action by the

335 granting authority prior to the issuance of such permits, approvals and licenses, for the following items related to Buyer's

336 proposed use: _____

337 _____

338 **UTILITIES:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) ~~STRIKE ONE~~ ("Buyer's" if neither

339 is stricken) expense, written verification of the following utility connections at the listed locations (e.g., on the Property, at

340 the lot line, across the street, etc.) ~~CHECK AND COMPLETE AS APPLICABLE~~: electricity _____;

341 gas _____; sewer _____; water _____;

342 telephone _____; cable _____; other _____.

343 **ACCESS TO PROPERTY:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) ~~STRIKE ONE~~

344 ("Buyer's" if neither is stricken) expense, written verification that there is legal vehicular access to the Property from public

345 roads.

346 **LAND USE APPROVAL:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) ~~STRIKE ONE~~ ("Buyer's" if

347 neither is stricken) expense, a rezoning; conditional use permit; license; variance; building permit;

348 occupancy permit; other _____ ~~CHECK ALL THAT APPLY~~, and delivering

349 written notice to Seller if the item cannot be obtained, all within _____ days of acceptance for the Property for its proposed

350 use described at lines 306-308.

351 **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) ~~STRIKE ONE~~ ("Seller

352 providing" if neither is stricken) a Map of the Property dated subsequent to the date of acceptance of this Offer prepared by a

353 registered land surveyor, within _____ days of acceptance, at (Buyer's) (Seller's) ~~STRIKE ONE~~ ("Seller's" if neither is stricken)

354 expense. The map shall show minimum of _____ acres, maximum of _____ acres, the legal description of the

355 Property, the Property's boundaries and dimensions, visible encroachments upon the Property, the location of improvements,

356 if any, and:

357 ~~STRIKE AND COMPLETE AS APPLICABLE~~ Additional map features which may be added include, but are not limited to:

358 staking of all corners of the Property; identifying dedicated and apparent streets; lot dimensions; total acreage or square

359 footage; easements or rights-of-way. **CAUTION: Consider the cost and the need for map features before selecting them.**

360 **Also consider the time required to obtain the map when setting the deadline.** This contingency shall be deemed satisfied

361 unless Buyer, within five days of the earlier of: (1) Buyer's receipt of the map; or (2) the deadline for delivery of said map,

362 delivers to Seller a copy of the map and a written notice which identifies: (1) the significant encroachment; (2) information

363 materially inconsistent with prior representations; or (3) failure to meet requirements stated within this contingency.

364 Upon delivery of Buyer's notice, this Offer shall be null and void.

365 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land dimensions, total square footage, acreage,
 366 figures, or allocation of acreage information, provided to Buyer by Seller or by a broker, may be approximate because of
 367 rounding, formulas used or other reasons, unless verified by survey or other means.

368 **CAUTION: Buyer should verify land dimensions, total square footage/acreage figures and allocation of acreage**
 369 **information if material to Buyer's decision to purchase.**

370 **EARNEST MONEY**

371 ■ **HELD BY:** Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker
 372 (Buyer's agent if Property is not listed or Seller's account if no broker is involved), until applied to the purchase price or
 373 otherwise disbursed as provided in the Offer.

374 **CAUTION: Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the**
 375 **Parties or an attorney. If someone other than Buyer makes payment of earnest money, consider a special**
 376 **disbursement agreement.**

377 ■ **DISBURSEMENT:** If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after
 378 clearance from payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money.
 379 At closing, earnest money shall be disbursed according to the closing statement. If this Offer does not close, the earnest
 380 money shall be disbursed according to a written disbursement agreement signed by all Parties to this Offer. If said
 381 disbursement agreement has not been delivered to broker within 60 days after the date set for closing, broker may disburse
 382 the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller;
 383 (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; or (4)
 384 any other disbursement required or allowed by law. Broker may retain legal services to direct disbursement per (1) or to file an
 385 interpleader action per (2) and broker may deduct from the earnest money any costs and reasonable attorneys fees, not to
 386 exceed \$250, prior to disbursement.

387 ■ **LEGAL RIGHTS/ACTION:** Broker's disbursement of earnest money does not determine the legal rights of the Parties in
 388 relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least 30 days prior to
 389 disbursement per (1) or (4) above, broker shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or
 390 Seller disagree with broker's proposed disbursement, a lawsuit may be filed to obtain a court order regarding disbursement.
 391 Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of residential property with 1-4
 392 dwelling units and certain other earnest money disputes. Buyer and Seller should consider consulting attorneys regarding their
 393 legal rights under this Offer in case of a dispute. Both Parties agree to hold the broker harmless from any liability for good faith
 394 disbursement of earnest money in accordance with this Offer or applicable Department of Regulation and Licensing
 395 regulations concerning earnest money. See Wis. Admin. Code Ch. RL 18.

396 **DISTRIBUTION OF INFORMATION** Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of the
 397 Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the transaction as
 398 defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession data to multiple
 399 listing service sold databases; and (iii) provide active listing, pending sale, closed sale and financing concession information
 400 and data, and related information regarding seller contributions, incentives or assistance, and third party gifts, to appraisers
 401 researching comparable sales, market conditions and listings, upon inquiry.

402 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons
 403 registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at
 404 <http://www.widocoffenders.org> or by telephone at (608) 240-5830.

405 **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon delivery
 406 of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer notice prior
 407 to any deadline. No deadline or particular secondary buyer gives the right to be made primary as to other secondary buyers.
 408 Buyer may decline this Offer and void by delivering written notice to Seller prior to delivery of Seller's deed.
 409 If this Offer is primary, Buyer may not deliver notice of withdrawal earlier than _____ days after acceptance of this Offer. All
 410 other Offer deadlines which are run from acceptance shall run from the time this Offer becomes primary.

411 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3)
 412 occupancy; (4) date of closing; (5) contingency Deadlines **STRIKE AS APPLICABLE** and all other dates and Deadlines in this
 413 Offer except: _____

414 If "Time is of the Essence" applies to a date or Deadline, failure to perform by the exact date or Deadline is a breach of
 415 contract. If "Time is of the Essence" does not apply to a date or Deadline, then performance within a reasonable time of the
 416 date or Deadline is allowed before a breach occurs.

417 **TITLE EVIDENCE**

418 ■ **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed
 419 (or trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as
 420 provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements
 421 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use
 422 restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's disclosure report and
 423 in this Offer, general taxes levied in the year of closing and none other.

424 _____
 425 _____
 426 _____

427 which constitutes merchantable title for purposes of this transaction. Seller shall complete and execute the documents
 428 necessary to record the conveyance at Seller's cost and pay the Wisconsin Real Estate Transfer Fee.

429 ■ **TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the
 430 purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall pay all
 431 costs of providing title evidence to Buyer. Buyer shall pay all costs of providing title evidence required by Buyer's lender.

432 ■ **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's) (Buyer's) **STRIKE**
 433 **ONE** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the
 434 effective date of the title insurance commitment and before the deed is recorded, subject to the title insurance policy
 435 exclusions and exceptions, provided the title company will issue the endorsement. If a gap endorsement or equivalent gap
 436 coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 442-449).

437 ■ **PROVISION OF MERCHANTABLE TITLE:** For purposes of closing, title evidence shall be acceptable if the required title
 438 insurance commitment is delivered to Buyer's attorney or Buyer not more than _____ days after acceptance ("15" if left blank),
 439 showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per
 440 lines 418-427, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements
 441 and exceptions, as appropriate.

442 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of
 443 objections to title within _____ days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In
 444 such event, Seller shall have a reasonable time, but not exceeding _____ days ("5" if left blank) from Buyer's delivery of the
 445 notice stating title objections, to deliver notice to Buyer stating Seller's election to remove the objections by the time set for
 446 closing. In the event that Seller is unable to remove said objections, Buyer may deliver to Seller written notice waiving the
 447 objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, Buyer shall deliver
 448 written notice of termination and this Offer shall be null and void. Providing title evidence acceptable for closing does not
 449 extinguish Seller's obligations to give merchantable title to Buyer.

450 ■ **SPECIAL ASSESSMENTS:** Special assessments, if any, levied or for work actually commenced prior to the date of this
 451 Offer shall be paid by Seller no later than closing. All other special assessments shall be paid by Buyer.

452 **CAUTION:** Consider a special agreement if area assessments, property owners association assessments, special
 453 charges for current services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are
 454 one-time charges or ongoing use fees for public improvements (other than those resulting in special assessments)
 455 relating to curb, gutter, street, sidewalk, municipal water, sanitary and storm water and storm sewer (including all
 456 sewer mains and hook-up/connection and interceptor charges), parks, street lighting and street trees, and impact
 457 fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).

458 **ADDITIONAL PROVISIONS/CONTINGENCIES**

459 _____
 460 See attached Addenda A, B, and C
 461 _____
 462 _____
 463 _____
 464 _____

465 **DEFAULT** Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and
 466 conditions of this Offer. A material failure to perform any obligation under this Offer is a default which may subject the
 467 defaulting party to liability for damages or other legal remedies.

468 If **Buyer defaults**, Seller may:

469 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or
 470 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for
 471 actual damages.

472 If **Seller defaults**, Buyer may:

473 (1) sue for specific performance; or
 474 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

475 In addition, the Parties may seek any other remedies available in law or equity.

476 The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the
 477 discretion of the courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution
 478 instead of the remedies outlined above. By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of
 479 law those disputes covered by the arbitration agreement.

480 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD**
 481 **READ THIS DOCUMENT CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS**
 482 **OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL**
 483 **RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE**
 484 **CONSULTED IF LEGAL ADVICE IS NEEDED.**

485 **ENTIRE CONTRACT** This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller
 486 regarding the transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds and
 487 inures to the benefit of the Parties to this Offer and their successors in interest.

488 **INSPECTIONS AND TESTING** Buyer may only conduct inspections or tests if specific contingencies are included as a part of
 489 this Offer. An "inspection" is defined as an observation of the Property which does not include an appraisal or testing of the
 490 Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel source,
 491 which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or building
 492 materials from the Property and the laboratory or other analysis of these materials. Seller agrees to allow Buyer's inspectors,
 493 testers and appraisers reasonable access to the Property upon advance notice, if necessary to satisfy the contingencies in
 494 this Offer. Buyer and licensees may be present at all inspections and testing. Except as otherwise provided, Seller's
 495 authorization for inspections does not authorize Buyer to conduct testing of the Property.

496 **NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of the**
 497 **test, (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any other**
 498 **material terms of the contingency.**

499 Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed
 500 unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to Seller.
 501 Seller acknowledges that certain inspections or tests may detect environmental pollution which may be required to be reported
 502 to the Wisconsin Department of Natural Resources.

~~**INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 488-502). This Offer is contingent upon a qualified independent inspector(s) conducting an inspection(s), of the Property which discloses no Defects. This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing an inspection of (list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which discloses no Defects. Buyer shall order the inspection(s) and be responsible for all costs of inspection(s). Buyer may have follow-up inspections recommended in a written report resulting from an authorized inspection performed provided they occur prior to the deadline specified at line 513. Inspection(s) shall be performed by a qualified independent inspector or independent qualified third party.~~

~~**CAUTION: Buyer should provide sufficient time for the primary inspection and/or any specialized inspection(s), as well as any follow-up inspection(s).**~~

~~This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers to Seller a copy of the written inspection report(s) and a written notice listing the Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).~~

~~**CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**~~

~~For the purposes of this contingency, Defects (see lines 287-289) do not include conditions the nature and extent of which the Buyer had actual knowledge or written notice before signing this Offer.~~

~~**RIGHT TO CURE:** Seller (shall/shall not) STRIKE ONE ("shall" if neither is stricken) have a right to cure the Defects. If Seller has the right to cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects; (2) curing the Defects in a good and workmanlike manner; and (3) delivering to Buyer a written report detailing the work done within 3 days prior to closing. This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and: (1) Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written notice that Seller will not cure or (b) Seller does not timely deliver the written notice of election to cure.~~

ADDENDA: The attached Addenda A, B, and C is/are made part of this Offer.

ADDITIONAL PROVISIONS/CONTINGENCIES

This Offer was drafted by [Licensee and Firm] Burlington City Attorney John M. Bjelajac on March 28, 2017

~~(S) Buyer's Signature ▲ Print Name Here ► Date ▲~~

~~(X) Buyer's Signature ▲ Print Name Here ► Date ▲~~

~~**EARNEST MONEY RECEIPT** Broker acknowledges receipt of earnest money as per line 10 of the above Offer.~~

~~_____ Broker (by) _____~~

~~**SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OFFER.**~~

~~(X) Seller's Signature ▲ Print Name Here ► Date ▲~~

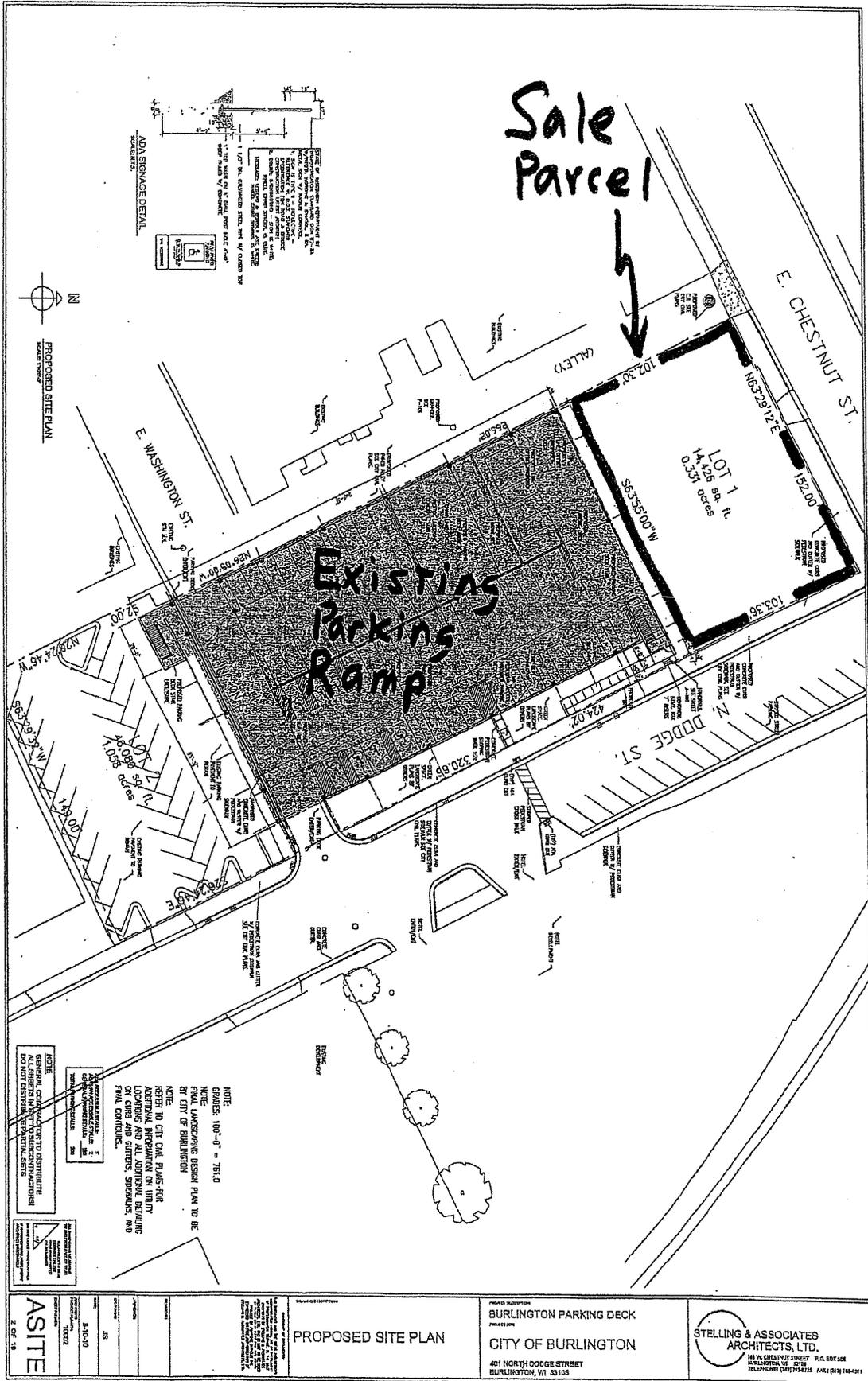
~~(X) Seller's Signature ▲ Print Name Here ► Date ▲~~

~~This Offer was presented to Seller by [Licensee and Firm] _____ on _____ at _____ a.m./p.m.~~

~~This Offer is rejected _____ This Offer is countered [See attached counter] _____~~

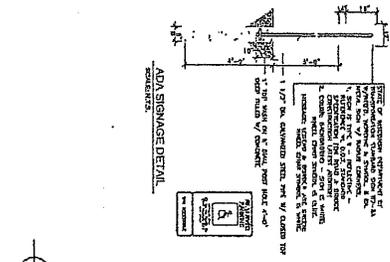
~~Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲~~

Addendum A



Sale Parcel

Existing Parking Ramp



NOTE:
GENERAL CONTRACTOR TO DETERMINE
DO NOT DISTURB EXISTING UTILITIES
OR STRUCTURES AT THIS SITE

NOTE:
GENERAL CONTRACTOR TO DETERMINE
DO NOT DISTURB EXISTING UTILITIES
OR STRUCTURES AT THIS SITE

NOTE:
GENERAL CONTRACTOR TO DETERMINE
DO NOT DISTURB EXISTING UTILITIES
OR STRUCTURES AT THIS SITE

NOTE:
GENERAL CONTRACTOR TO DETERMINE
DO NOT DISTURB EXISTING UTILITIES
OR STRUCTURES AT THIS SITE

DATE	2 OF 10
PROJECT	BURLINGTON PARKING DECK
CLIENT	CITY OF BURLINGTON
ADDRESS	401 NORTH DODGE STREET BURLINGTON, WI 53105
ARCHITECT	STELLING & ASSOCIATES ARCHITECTS, LTD.
ADDRESS	111 W. CHESTNUT STREET, 5TH FLOOR BURLINGTON, WI 53105 TELEPHONE (262) 794-2121 FAX (262) 794-2121

PROPOSED SITE PLAN

BURLINGTON PARKING DECK
CITY OF BURLINGTON
401 NORTH DODGE STREET
BURLINGTON, WI 53105

STELLING & ASSOCIATES
ARCHITECTS, LTD.
111 W. CHESTNUT STREET, 5TH FLOOR
BURLINGTON, WI 53105
TELEPHONE (262) 794-2121 FAX (262) 794-2121

ADDENDUM B

The following provisions are hereby made a part of, and included in, the Offer to Sell that is being submitted by the Community Development Authority of the City of Burlington (“Seller”) to Burlington Core Upgrades II, LLC (“Buyer”), for the sale of the real property (the “Property”) described in the foregoing Addendum A:

1. AS-IS Sale. The parties agree that the Property being conveyed herein is being sold to Buyer in “AS-IS” condition, and neither Seller nor its agents are making any warranties or representations to Buyer regarding such Property or its condition. (Any information sheet, property condition report, and/or statements given or made by the Seller and/or its agents (whether previously or in the future) regarding the said Property are not being relied upon by Buyer, and Buyer is solely relying on its own inspections and investigations of the Property in entering into and closing this transaction.) Any warranties and/or representations contained in this Offer to Sell and/or other transaction documents regarding the nature or condition of the Property are hereby deleted. In consideration for Buyer purchasing the Property in AS-IS condition, Seller has agreed to terms and provisions in this transaction that are more favorable to Buyer than terms and conditions under which Seller would otherwise sell the Property, including the below-described credit to Buyer and the right to cancel this transaction right up to the time of closing. Buyer hereby expressly waives its right to receive from Seller any property condition report that may otherwise be required under the law.

2. Due Diligence Rights. This transaction is contingent upon the Buyer being satisfied, in its sole and absolute discretion, with (i) the results of the reviews, studies, investigations, and/or inspections that Buyer, and/or experts of its choosing, may wish to conduct, at Buyer’s own cost and expense, regarding the Property and Buyer’s proposed future use of the same, and (ii) the closure letter obtained by the Seller regarding the existing environmental issues with the Property. Buyer shall have the right to cancel this transaction under the provisions of this present paragraph right up to the time of the closing of this transaction.

3. Closing Date. This transaction shall be closed at a time, date, and location mutually agreed upon by the parties, but not later than the date of May 31, 2017.

4. Possible Future Land Use by Buyer. Seller and the City of Burlington understand and agree that, if so desired by Buyer, part of the development of the Property may include residential living units, provided the same are in compliance with the City of Burlington zoning code.

5. Closure Letter. Prior to the closing of this transaction, Seller shall, at Seller’s own cost and expense, undertake and complete such steps, as required by the State of Wisconsin Department of Natural Resources (the “DNR”) and/or any other governmental body having jurisdiction in the matter, so that the DNR thereafter issues a closure letter (the “DNR Closure Letter”) for the Property. This obligation on the part of Seller, however, is expressly contingent upon (i) Seller being satisfied with the cost necessary to undertake and complete this task, and (ii) Seller being able to obtain the DNR Closure Letter in a time frame that allows for the closing of this transaction on a date that is mutually agreeable to both Seller and Buyer. Seller may cancel this transaction, in Seller’s sole

discretion, if (i) Seller is not so satisfied with the cost necessary to obtain the DNR Closure Letter, and/or (ii) Seller is not able to obtain the DNR Closure Letter in a time frame compatible with the proposed closing of this transaction.

6. Credits to Buyer. At and upon the closing of this transaction, Buyer shall be given the following credits against the \$70,000.00 sale/purchase price (plus and/or minus any other credits or prorations due the parties):

- A. Subject to the reduction for Seller's closing costs/prorations described in below Paragraph 7(B), a credit up to the amount of Fifty Four Thousand Eight Hundred Dollars (\$54,800.00), which is the maximum estimated cost of the extra work (the "DNR-Required Work") that Buyer will have to undertake in developing the Property, to comply with the conditions and requirements contained in the DNR Closure Letter (Paragraph No. 5) for the development of the Property. Concomitantly, the DNR-Required Work does not include any work that the Buyer would undertake on the Property if the DNR Closure Letter did not affect Buyer's development of the Property. This credit is hereinafter referred to as the "Primary Credit".
- B. In the event the maximum amount of the Primary Credit is not sufficient to comply with and complete the DNR-Required Work, then the below-described "Secondary Credit" shall also be given to Buyer.
- C. The Secondary Credit shall be one-half (½) of the cost of the DNR-Required Work that is in excess of the amount of \$54,800.00, which shall be the deemed amount of the Primary Credit for the purpose of this calculation, notwithstanding the reduction of the Primary Credit described in below Paragraph 7(B). Seller shall not be required, however, to give to the Buyer a Secondary Credit in excess of the cumulative, total amount of Seven Thousand Six Hundred Dollars (\$7,600.00), no matter what the full cost of the entire DNR-Required Work may be.

7. True-Up. With respect to the DNR-Required Work on the Property that will be undertaken by the Buyer after the closing of this transaction:

- A. Buyer will make a good-faith effort to undertake the DNR-Required Work in a cost-effective manner, to keep the said costs incurred by Buyer at the then-prevailing, reasonable costs to properly undertake and complete the DNR-Required Work. The Buyer shall provide to the Seller a copy of all of the invoices and/or other records/data that pertain to the said work.
- B. At the closing of this transaction, Buyer shall be given, as a credit against the sale/purchase price, a credit in the amount of the Primary Credit, that being the amount of \$54,800.00. Notwithstanding the foregoing and/or any other provisions contained in this Offer to the contrary, however, this \$54,800.00 Primary Credit will be reduced at closing by the amount of the Seller's closing costs and/or prorations

due Buyer that are given and/or incurred by Seller in this transaction. (Such a reduction for Seller's closing costs shall not include the cost of Seller's attorney fees.) For the purpose of calculating the true-up (if any) referred to in below Subparagraph D, however, such calculation shall be made (i) excluding this present reduction of the Primary Credit for Seller's closing costs/prorations, and (ii) deeming that the full Primary Credit of \$54,800.00 was given to Buyer at closing.

- C. After closing, upon the written request(s) by Buyer and approval(s) by Seller, the Seller shall pay to Buyer an amount of money for, and up to, the amount of the Secondary Credit due Buyer.
- D. After closing, and after the DNR-Required Work is fully completed by the Buyer, then Buyer shall pay to Seller any monies of the Primary Credit and/or the Secondary Credit given to Buyer by the Seller that were not expended by Buyer to complete the DNR-Required Work.
- E. Buyer shall be solely responsible for the payment of any and all of the costs of the DNR-Required Work of the Property that are in excess of the Primary Credit (in the deemed amount of \$54,800.00) and the Secondary Credit given by Seller to Buyer in this transaction.

8. Future Application for Variances. Seller and Buyer, and the City of Burlington, as applicable, understand and agree that one or more variances may be required for Buyer to undertake its future development project on the Property. Seller and Buyer, and the City of Burlington, shall cooperate and coordinate with each other on the submittal of any such variance applications, provided that the terms and provisions of such applications are mutually agreeable, in the sole and absolute discretion of the Seller, Buyer, and the City of Burlington.

9. City Approval Contingency. This transaction is contingent upon the Common Council of the City of Burlington approving the Addendum C attached to this Offer. Upon such approval, Addendum C should then be executed and dated by the City, and duplicate original signed copies delivered to the other parties to this transaction prior to the closing of this transaction.

ADDENDUM C

The City of Burlington, Wisconsin, hereby agrees to:

- a) The provisions of Paragraph No. 4 of Addendum B to this Offer (regarding the possible inclusion of residential living units in Buyer's future development of the Property); and
- b) The provisions of Paragraph No. 8 of Addendum B to this Offer (regarding the possible future application(s) for a variance that may be needed for Buyer's future development of the Property).

The City of Burlington is executing this present Addendum C for such specific purposes.

Dated this _____ day of _____, 2017.

CITY OF BURLINGTON, WISCONSIN

By: _____
Jeannie Hefty
Mayor

Attest: _____
Diahn Halbach
City Clerk



COMMITTEE OF THE WHOLE

ITEM NUMBER: 6

DATE: April 5, 2017

SUBJECT: Resolution 4832(51) to consider approving an Engineering Service Agreement with Baxter Woodman for the Well 11 Radium Compliance Improvement Project in the amount of \$43,0000.

SUBMITTED BY: James Bergles, Director of Public Works

BACKGROUND/HISTORY:

In 2013, Well No. 11 tested above the maximum concentration level (MCL) for radium. Because of the high concentration levels, the Department of Natural Resources (DNR) required that a treatment system be installed to treat the radium at Well No.11. In an attempt to keep Well 11 running, staff conducted several sampling tests to identify if compliance could be met. As a result of non-compliance, on December 31, 2015 Well No. 11 was mandated to be placed into emergency use only by the DNR as the City had not yet installed treatment equipment and or gained a waiver from the DNR to maintain its use.

In order to bring Well No. 11 back into service, a new treatment system must be installed to address radium. The new treatment system has been designed by Baxter & Woodman and has been approved by the DNR. The financial commitment to the city's water customers has also been reviewed and approved by the Wisconsin Public Service Commission (WPSC). As you are aware, strontium is the next contaminant the Environmental Protection Agency (EPA) is looking at limiting in the near future. This treatment system proposed by Baxter & Woodman will also remove strontium.

The City has notified the Wisconsin Department of Natural Resources (WDNR) that it plans to make use of low interest loan money available through the Safe Drinking Water Loan Program for the installation of treatment at Well No. 11. The DNR has extended our deadline to close on the loan until June 28, 2017. The City of Burlington also qualifies for a loan principal forgiveness of \$152,595 (attachment B) in which the total project cost is \$1,017,000. The contract has been publicly bid and an approved bidder has been selected. The resolution to award the contract will also be presented during tonight's meeting.

The City must now approve Baxter & Woodman as the engineering firm that will provide construction related services to oversee the radium removal system installation. Baxter & Woodman's work order is attachment (A.)

BUDGET/FISCAL IMPACT:

The fee for engineering related services to monitor the construction of Well No. 11 radium removal system, will be \$43,000. This will be paid out of the Safe Drinking Water Loan Fund.

RECOMMENDATION:

Staff recommends approving Baxter & Woodman as the engineering firm to oversee the radium removal system installation at Well No. 11 for the not to exceed amount of \$43,000.

TIMING/IMPLEMENTATION:

This item is placed on the April 5, 2017 Committee of the Whole agenda and on the Common Council agenda the same night due to its timeliness for approval.

ATTACHMENTS:

Resolution

Attachment A

Attachment B

**A RESOLUTION APPROVING AN ENGINEERING SERVICE AGREEMENT WITH
BAXTER & WOODMAN, INC. FOR THE WELL 11 RADIUM COMPLIANCE
IMPROVEMENT PROJECT IN THE AMOUNT OF \$43,000**

WHEREAS, the City contracted with Baxter & Woodman, Inc. for the design of a radium removal system for Well No. 11; and,

WHEREAS, the radium removal design for Well No. 11 has been approved by the Wisconsin Department of Natural Resources; and,

WHEREAS, the City of Burlington staff recommends Baxter & Woodman, Inc. be retained by the City to provide engineering related services for the construction of the Well No. 11 radium removal system; and,

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Burlington, Racine County, State of Wisconsin that the City of Burlington shall enter into an Engineering Service Agreement with Baxter & Woodman, Inc. (Attachment A) to oversee the radium removal system installation at Well No. 11.

BE IT FURTHER RESOLVED by the Common Council of the City of Burlington that the City of Burlington shall approve a Work Order, specific to the assignment of providing engineering services, hereto attached as Attachment "A" for the not-to-exceed amount of \$43,000.

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

Introduced: April 5, 2017
Adopted:

Jeannie Hefty, Mayor

Attest:

Diahnn Halbach, City Clerk

**CITY OF BURLINGTON, WI
WELL NO. 11 RADIUM COMPLIANCE IMPROVEMENTS
CONSTRUCTION ENGINEERING SERVICES
WORK ORDER**

ENGINEERS' PROJECT NO. 140318.60

Project Description:

Provide construction-related engineering services for the Well No. 11 Radium Compliance Improvements including construction administration, Safe Drinking Water Loan Program assistance, field observation, and project closeout.

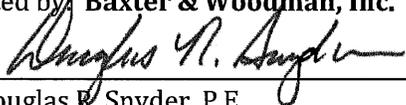
Engineering Services:

The general provisions of this contract are enumerated in the Engineering Services Agreement between the City and Engineers dated February 7, 2014. The scope of services for this Project is listed in Attachment A of this Work Order. Manpower requirements and a fee summary are listed in Attachment B.

Compensation:

Compensation for the services to be provided under this Work Order will be in accordance with the Engineering Services Agreement dated February 7, 2014. The Owner shall pay the Engineer for the services performed or furnished under Attachment A, a lump sum amount of \$43,000. Any work performed or furnished after the contract completion date will be invoiced separately based on the Engineer's standard hourly billing rates for actual work time performed plus reimbursement of out-of-pocket expenses, including travel. The additional cost will not exceed the total liquidated damage amount of the construction contract.

Submitted by **Baxter & Woodman, Inc.**

By: 
Douglas W. Snyder, P.E.

Title: Regional Manager

Date: March 16, 2017

Approved: **City of Burlington, WI**

By: _____
Jeannie Hefty

Title: Mayor

Date: _____

Attest: _____
Diahnn Halbach, City Clerk

Additional Comments and Conditions: None

Project Description

This Project will provide construction related engineering services for the radium compliance improvements at Well No. 11 including acting as the City's representative with duties, responsibilities, and limitations of authority as assigned in the construction contract documents. The improvements include installation of water softening equipment and appurtenances within the existing pumphouse, construction of a below grade backwash storage tank, a sanitary sewer connection, and other miscellaneous improvements at the Well No. 11 facility. This Project also includes the engineering aspects associated with the Wisconsin Department of Natural Resources Safe Drinking Water Loan Program Application.

Scope of Services

This Project includes the following Scope of Services:

1. **ADMINISTRATION & MEETINGS** – Confer with the City and their staff, from time to time, to clarify and define the general scope, extent, and character of the Project.
2. **PROJECT MANAGEMENT** – Plan, schedule, and control the activities that must be performed to complete the Project. These activities include, but are not limited to, budget, schedule, and scope.
3. **PROJECT INITIATION**
 - Prepare Award Letter, Agreement, Contract Documents, Performance/Payment Bonds, and Notice to Proceed. Review Contractor insurance documents.
 - Attend and prepare minutes for the preconstruction conference and review the Contractor's proposed construction schedule and list of subcontractors.
4. **CONSTRUCTION ADMINISTRATION**
 - Attend periodic construction progress meetings.
 - Check, Review, and approve shop drawings, manufacturer's literature, samples, and other submittals by the Contractor, but only for compliance with the drawings and specifications as to quality of materials and performance of equipment. Such review shall not be construed as relieving the Contractor of the responsibility to meet requirements of the construction contract documents.
 - Review construction record drawings for completeness prior to submission to CADD.
 - Prepare construction contract change orders and work directives when authorized by the City.
 - Review the Contractor's requests for payments as construction work progresses, and advise the City of amounts due and payable to the Contractor in accordance with the terms of the construction contract documents.

- Research and prepare written response by Engineers to requests for information from the City and Contractor.
- Visit site as needed by project manager or other office staff.

5. FIELD OBSERVATION

- Provide Resident Project Representatives at the construction site on a periodic part-time basis from the Engineers' office of not more than eight (8) hours per regular weekday, not including legal holidays as deemed necessary by the Engineers, to assist the Contractor with interpretation of the Drawings and Specifications, to observe in general if the Contractor's work is in conformity with the Final Design Documents, and to monitor the Contractor's progress as related to the Construction Contract date of completion. The construction Contractor is a separate company from the Engineers. The City understands and acknowledges that the Engineers are not responsible for the Contractor's construction means, methods, techniques, sequences or procedures, time of performance, compliance with Laws and Regulations, or safety precautions and programs in connection with the Project, and the Engineers do not guarantee the performance of the Contractor and are not responsible for the Contractor's failure to execute the work in accordance with the construction contract documents.
- Provide the necessary base lines, benchmarks, and reference points to enable the Contractor to proceed with the work.
- Keep a daily record of the Contractor's work on those days that the Engineers are at the construction site including notations on the nature and cost of any extra work, and provide weekly reports to the City of the construction progress and working days charged against the Contractor's time for completion.

6. SUBSTANTIAL COMPLETION OF PROJECT

- Provide construction inspection services when notified by the Contractor that the Project is substantially complete. Prepare written punch lists during substantial completion inspections.
- Prepare Certificate of Substantial Completion.

7. COMPLETION OF PROJECT

- Provide construction inspection services when notified by the Contractor that the Project is complete. Prepare written punch lists during final completion inspections.
- Review the Contractor's written guarantees and issue a Notice of Acceptability for the Project by the City.
- Review the Contractor's requests for final payment, and advise the City of the amounts due and payable to the Contractor in accordance with the terms of the construction contract documents.
- Complete field survey work to be used in completing the construction record drawings.
- Prepare construction record drawings which show field measured dimensions of the completed work which the Engineers consider significant and provide the City with one set of reproducible record drawings within ninety (90) days of the Project completion.

-
8. PROJECT CLOSEOUT – Provide construction-related engineering services including, but not limited to, General Construction Administration and Resident Project Representative Services.
 9. SAFE DRINKING WATER LOAN APPLICATION (SDWLP) – Assist the City with the engineering aspects of Safe Drinking Water Loan Program Application.

Hours, Budget & Compensation by Employee

ATTACHMENT B

City of Burlington									
Plan Number: 140318.60									
Plan Name: BURWI Radium Compliance Construction Services									
Level 2	Level 3	Emp	Work Code	Planned Hrs	Planned Labor Bill	Compensation Fee	Consultant Fee	Reimb Allowance	Total Compensation
Overall Project Total				354.00	43,150.00	43,000.00	0.00	0.00	43,000.00
CS100 Project Initiation				18.00	2,460.00	2,390.00	0.00	0.00	2,390.00
		Julie Crayton		2.00	140.00				
			01560 Word Process Print	2.00	140.00				
		Anthony Machi		4.00	460.00				
			01020 Attend Meeting	4.00	460.00				
		Joseph Marchese		2.00	260.00				
			01360 Prepare Agreement	2.00	260.00				
		Douglas Snyder		10.00	1,600.00				
			01020 Attend Meeting	8.00	1,280.00				
			01360 Manage Project	2.00	320.00				
CS105 Construction Administration				64.00	8,800.00	8,720.00	0.00	0.00	8,720.00
		Julie Crayton		4.00	280.00				
			01560 Word Process Print	4.00	280.00				
		Anthony Machi		8.00	920.00				
			01260 Engineering, Record Construction	8.00	920.00				
		Joseph Marchese		24.00	3,120.00				
			01260 Engineering, Field	8.00	1,040.00				
			01550 Visit Site	8.00	1,040.00				
			01360 Prepare Pay Request	8.00	1,040.00				
		Douglas Snyder		28.00	4,480.00				
			01020 Attend Meeting	12.00	1,920.00				
			01360 Check & Review	16.00	2,560.00				
CS106 Preparation of Loan Documents				50.00	6,200.00	6,200.00	0.00	0.00	6,200.00
		Julie Crayton		10.00	700.00				
			01560 Word Process Print	10.00	700.00				
		Joseph Marchese		30.00	3,900.00				
			01360 Review and Check	30.00	3,900.00				
		Douglas Snyder		10.00	1,600.00				
			01360 Manage Project	10.00	1,600.00				

Hours, Budget & Compensation by Employee

ATTACHMENT B

City of Burlington									
Plan Number: 140318.60									
Plan Name: BURWI Radium Compliance Construction Services									
Level 2	Level 3	Emp	Work Code	Planned Hrs	Planned Labor Bill	Compensation Fee	Consultant Fee	Reimb Allowance	Total Compensation
CS107 Designer Reviews				40.00	4,980.00	4,980.00	0.00	0.00	4,980.00
		Joseph Marchese		24.00	3,120.00				
			01360 Check and Review	24.00	3,120.00				
		Lee Rito Rigos		4.00	460.00				
			01360 Check and Review	4.00	460.00				
		Adam Stec		4.00	560.00				
			01360 Check and Review	4.00	560.00				
		Phung Tran		8.00	840.00				
			01360 Check and Review	8.00	840.00				
CS110 Field Observation				140.00	16,100.00	16,100.00	0.00	0.00	16,100.00
		Anthony Machi		140.00	16,100.00				
			01260 Observe Construction, Full Time	140.00	16,100.00				
CS140 Project Closeout				42.00	4,610.00	4,610.00	0.00	0.00	4,610.00
		Timothy Brey		20.00	1,900.00				
			01530 Survey, Construction Record Drawings	20.00	1,900.00				
		Julie Crayton		4.00	280.00				
			01560 Word Process Print	4.00	280.00				
		Anthony Machi		10.00	1,150.00				
			01260 Observe Construction, Part Time	10.00	1,150.00				
		Douglas Snyder		8.00	1,280.00				
			01360 Manage Project	8.00	1,280.00				

SDWLP SFY 2017 FINAL FUNDING LIST
October 27, 2016

WIMHI = \$52,413

Total Loan \$ Available = \$ 89,554,313
Total PF \$ Available = \$ 4,040,829

Priority Score	Municipality	Project Number	Project Description	Project Manager	Region	CME	MHI (<\$42,192)	Population	Applicable % of Market Rate	Total Costs Requested	Core Costs Requested	Total PF Points	% PF on Core Costs	PF Estimate	Non-Core Costs
392	PHILLIPS, C. ²	4878-02	Construct New Well To Replace Wells 4 & 5	Maka	NO	Ohm	\$ 32,895	1,447	33%	\$ 1,976,000	\$ 1,881,000	125	60%	\$ 500,000	\$ 95,000
332	RADISSON, V.	5535-01	Construct Well/Well House #4 w/SCADA Upgrade	Calhoon	NO	Ohm	\$ 33,958	243	33%	\$ 672,482	\$ 672,482	145	60%	\$ 403,490	\$ -
165	MANITOWOC, C.	5191-07	Extend Water Main Along Viebahn Street	Eis	NE	Hannes	\$ 41,744	33,649	55%	\$ 422,489	\$ 422,489	55	30%	\$ 126,747	\$ -
150	WHITING, V.	5388-03	Construct Two Additional Raw H2O Treatment Tanks	Leizinger	WC	Blodgett	\$ 44,922	1,688	55%	\$ 167,247	\$ 167,247	55	30%	\$ 50,175	\$ -
102	NEW LISBON, C. ²	5450-03	Construct New Well/Wellhouse #7	Calhoon	WC	Blodgett	\$ 40,368	2,570	33%	\$ 2,075,951	\$ 2,025,951	75	30%	\$ 500,000	\$ 50,000
93	BURLINGTON, C.	5475-03	Install HMO System for Radium Removal at Wellhouse 11	Wagner	SE	Fuja	\$ 47,087	10,511	55%	\$ 1,017,300	\$ 1,017,300	37	15%	\$ 152,595	\$ -
92	SOUTH WAYNE, V. ²	5435-05	Replace Undersized 6" Watermains with 8" on Grove Street	Scott	SC	Robertson	\$ 28,750	489	33%	\$ 1,252,650	\$ 1,252,650	140	60%	\$ 500,000	\$ -
92	BOWLER, V.	5112-02	Treat/Blend Wells #1 & 3 For Nitrates/Replace/Upgrade SCADA	Eis	NE	Hannes	\$ 32,500	294	33%	\$ 427,500	\$ 427,500	130	60%	\$ 256,500	\$ -
87	PARK FALLS, C. ²	5249-04	Replace Downtown Area Mains/ Valves/Hydrants/Manholes	Maka	NO	Ohm	\$ 38,281	2,514	33%	\$ 1,628,444	\$ 1,578,444	85	45%	\$ 500,000	\$ 50,000
87	GLENWOOD CITY, C.	5551-01	Construct New Well; Abandon Old Well	Calhoon	WC	Blodgett	\$ 41,563	1,219	33%	\$ 1,202,286	\$ 1,105,286	80	45%	\$ 497,379	\$ 97,000
83	BAYFIELD, C.	5385-05	Replace 2,050' of Undersized Mains/850' Svcs in Swede Hill	Maka	NO	Ohm	\$ 34,653	480	33%	\$ 496,500	\$ 496,500	125	70%	\$ 347,550	\$ -
83	CURTISS, V.	4792-05	Construct Wellhouse#12/Well#13/Treatment & Raw H2O Trans Main	Calhoon	WC	Blodgett	\$ 41,563	211	33%	\$ 978,570	\$ 978,570	100	60%	\$ 206,393	\$ -
82	REDGRANITE, V.	4890-02	Upgrade Wellhouse #1 Electrical, Generator, Controls	Farmer	NE	Hannes	\$ 30,368	2,137	33%	\$ 892,200	\$ 892,200	130	60%	\$ -	\$ -
73	RICHLAND CENTER, C.	4893-05	Construct Storage Reservoir, Replace/Upgrade Mains & SCADA	Leizinger	SC	Robertson	\$ 38,527	5,187	33%	\$ 2,315,353	\$ 2,265,353	70	30%	\$ -	\$ 50,000
70	REDGRANITE, V.	4890-01	Rehab Water Tower	Farmer	NE	Hannes	\$ 30,368	2,137	33%	\$ 398,700	\$ 398,700	130	60%	\$ -	\$ -
69	TIGERTON, V.	5438-02	Replace Control Panels @ Wells & Water Tower/SCADA	Eis	NE	Hannes	\$ 38,250	792	33%	\$ 371,725	\$ 371,725	100	60%	\$ -	\$ -
68	MARKESAN, C.	5122-02	Replace Mains on S High/E Water/John/Park Sts & Willow Ct	Farmer	NE	Hannes	\$ 35,855	1,449	33%	\$ 1,051,520	\$ 1,051,520	105	60%	\$ -	\$ -
67	SHULLSBURG, C.	5493-04	Replace WM's on Iowa and Oates Streets	Leizinger	SC	Robertson	\$ 41,313	1,222	33%	\$ 848,915	\$ 798,915	80	45%	\$ -	\$ 50,000
66	COTTAGE GROVE, V.	5515-03	Install Mains/Valves/Hydrants on West Side, Improve Zones	Jordt	SC	Robertson	\$ 80,000	6,322	55%	\$ 1,770,500	\$ 1,770,500	10	0%	\$ -	\$ -
63	ST. CROIX FALLS, C.	5430-03	Replace Undersized Main w/8" plus Appurtenances	Calhoon	NO	Blodgett	\$ 37,269	2,111	33%	\$ 1,206,790	\$ 1,204,790	85	45%	\$ -	\$ 2,000
63	LOYAL, C.	4836-02	Reduce Water Loss, Replace Mains/Laterals-Division/South/Elm	Scott	WC	Blodgett	\$ 40,547	1,253	33%	\$ 622,580	\$ 622,580	80	45%	\$ -	\$ -
57	WATERTOWN, C. ¹	5439-02	Construct New Pump House/Fe/Mn Treatment	Cargill	SC	Robertson	\$ 49,828	23,911	55%	\$ 7,726,468	\$ 7,702,468	25	0%	\$ -	\$ 24,000
57	WAUPACA, C.	4929-03	Improve WMs on USH 10 and Bailey Street	Eis	NE	Hannes	\$ 37,942	6,076	33%	\$ 465,753	\$ 465,753	75	30%	\$ -	\$ -
46	LAKE DELTON, V.	5389-02	Construct Well/House #7, Modify SCADA, Install Chem Fd/GEN/MAIN	Leizinger	SC	Robertson	\$ 43,169	2,921	55%	\$ 1,673,113	\$ 1,673,113	60	30%	\$ -	\$ -
46	WESTBY, C.	5440-03	Replace 4" WM w/8" Iron Mains on E. State Street	Calhoon	WC	Blodgett	\$ 42,330	2,228	55%	\$ 886,260	\$ 886,260	60	30%	\$ -	\$ -
46	STRATFORD, V.	5290-04	Replace Mains on N 2nd Ave, N 3rd Ave, and N Elm St	Leizinger	WC	Blodgett	\$ 48,879	1,591	55%	\$ 1,145,622	\$ 1,145,622	50	15%	\$ -	\$ -
42	LITTLE CHUTE, V.	5361-03	Replace & Install Ion Xchange System/Upgrade SCADA	Farmer	NE	Hannes	\$ 59,319	10,539	55%	\$ 1,950,660	\$ 1,950,660	12	0%	\$ -	\$ -
41	CLINTON, V.	4982-03	Rehab Wellhouse #4/Construct Chem Feed Bldg & Replace VFD	Jordt	SC	Robertson	\$ 52,578	2,119	55%	\$ 822,404	\$ 822,404	45	15%	\$ -	\$ -
41	BROWNTOWN, V.	5056-01	Rehab Wellhouse #1 & Trtmt, Conn Mains/SCADA	Jordt	SC	Robertson	\$ 55,125	283	55%	\$ 665,200	\$ 615,200	55	30%	\$ -	\$ 50,000
38	ROTHSCHILD, V.	4896-10	Replace Undersized WMs Along Katherine & Becker St	Maka	WC	Blodgett	\$ 53,861	5,287	55%	\$ 935,361	\$ 885,361	25	0%	\$ -	\$ 50,000
36	CLINTON, V.	4982-02	Rehab Wellhouse #3/Construct Chem Feed Bldg & Replace VFD	Jordt	SC	Robertson	\$ 52,578	2,119	55%	\$ 648,411	\$ 648,411	45	15%	\$ -	\$ -
33	TWO RIVERS, C.	4920-13	Replace Main/Lead Gaskets & Services (Pilon/Harbor to South)	Marcum	NE	Hannes	\$ 39,914	11,628	55%	\$ 45,000	\$ 45,000	57	30%	\$ -	\$ -
33	CAMERON, V.	5054-05	Install 1,600' of Main & Services in 6th St. Area	Maka	NO	Blodgett	\$ 42,632	1,809	55%	\$ 663,066	\$ 663,066	70	30%	\$ -	\$ -
33	RANDOM LAKE, V.	4889-06	Replace Filter Sys; Piping/SCADA/Emergency Gen @ Well #2	Jordt	SE	Fuja	\$ 50,526	1,583	55%	\$ 668,600	\$ 668,600	45	15%	\$ -	\$ -
30	ELKHORN, C.	5525-03	Construct Koopman Ln Bldg Additions	Marcum	SE	Fuja	\$ 50,887	9,956	55%	\$ 1,059,495	\$ 1,059,495	60	30%	\$ -	\$ -
29	MILWAUKEE, C.	4851-29	Replace Water Main for 2016	Cargill	SE	Fuja	\$ 35,467	595,993	55%	\$ 4,433,122	\$ 4,433,122	80	45%	\$ -	\$ -
29	WATERTOWN, C. ¹	5439-03	Construct Service Building	Cargill	SC	Robertson	\$ 49,828	23,911	55%	\$ 3,798,110	\$ 3,798,110	25	0%	\$ -	\$ -
28	TWO RIVERS, C.	4920-04	Replace Main & Services along 5TH 42/Lincoln Ave.	Marcum	NE	Hannes	\$ 39,914	11,628	55%	\$ 1,115,000	\$ 1,115,000	57	30%	\$ -	\$ -
28	CASHTON, V.	5156-05	Replace WM/Valves/Hydrants Along Kissel & Johnson Streets	Marcum	WC	Blodgett	\$ 49,922	1,107	55%	\$ 375,450	\$ 375,450	55	30%	\$ -	\$ -
24	CASHTON, V.	5156-02	Replace Undersized WM Along Hwy 33	Marcum	WC	Blodgett	\$ 49,922	1,107	55%	\$ 350,050	\$ 350,050	55	30%	\$ -	\$ -
TOTALS										\$ 51,222,847	\$ 50,704,847			\$ 4,040,829	\$ 518,000

NOTES: The Safe Drinking Water Act (SDWA) requires 15% of available funds to be allocated to systems serving a population of less than 10,000. This funding list allocates 32.82% of available funds to these systems.

¹ Designated Federal Equivalency projects

² Municipalities that have been allocated \$500,000 - the maximum Principal Forgiveness amount allowed for a single municipality in SFY 2017.



COMMITTEE OF THE WHOLE

ITEM NUMBER: 7

DATE: April 5, 2017

SUBJECT: RESOLUTION 4833(52) to consider approving an award of bid for the Radium and Strontium Treatment System for Well No. 11 to Butters Fetting for the total amount of \$847,500.

SUBMITTED BY: James Bergles, Director of Public Works

BACKGROUND/HISTORY:

The Board of Public Works opened 4 bids for the Radium and Strontium Treatment System for Well No. 11 on Thursday, February 9, 2017. Pursuant to the review and recommendation by the project engineer Baxter and Woodman and the Director of Public Works, it is recommended that the bid be awarded to the lowest, most responsive bidder. Butters Fetting Co, Inc. for the total base bid amount of \$847,500. The base bid amount is over the Engineering Estimate of \$800,000. This work is required to bring Well No. 11 into compliance with the US EPA drinking water standards addressing the Wisconsin DNR Noncompliance letter dated August 10, 2010.

BUDGET/FISCAL IMPACT:

Common Council may reject the bids and rebid the project. However, this is not recommended due to the competitive pricing received and the time frame established by the Department of Natural Resources and the Safe Drinking Water Loan Program.

RECOMMENDATION:

Staff recommends Common Council approval of the low bid of \$847,500 from Butters Fetting Co. Inc.,

TIMING/IMPLEMENTATION:

This item is for discussion at the April 5, 2017 Committee of the Whole meeting and scheduled for final consideration at the Common Council meeting the same night.

ATTACHMENTS:

Bid totals
Resolution

RESOLUTION NUMBER: 4833(52)
Introduced by: Committee of the Whole

**A RESOLUTION APPROVING THE AWARD OF BID FOR THE RADIUM AND STRONTIUM
TREATMENT SYSTEM FOR WELL NO. 11 TO BUTTERS FETTING FOR THE TOTAL
AMOUNT OF \$847,500**

WHEREAS, the City of Burlington did post a Class 2 Notice to Bidders for the Well Number 11 Radium Compliance Improvement Project on January 19, 2017 and January 26, 2017; and,

WHEREAS, bids received by the City were opened and reviewed at the Board of Public Works Bid Opening on February 9, 2017 and forwarded to the Engineer (Baxter & Woodman, Inc.) for final review; and,

WHEREAS, the Engineer, and the Director of Public Works have reviewed the bids and recommend acceptance of the lowest, most responsive bid from Butters Fetting Co. Inc., a copy of which is hereto and made a part thereof; and,

WHEREAS, the Engineer, and the Director of Public Works have recommended approval of the Lump Sum Bid for \$847,500.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Burlington that the Well Number 11 Radium Compliance Improvement Project bid be awarded to Butters Fetting Co. Inc., for the not to exceed amount of \$847,500 for the Total Lump Sum Bid.

Introduced: April 5, 2017
Adopted:

Jeannie Hefty, Mayor

Attest:

Diahnn Halbach, City Clerk

February 9, 2017

Mr. James Bergles, Director of Public Works
City of Burlington
2200 S. Pine Street
Burlington, WI 53105

Subject: Burlington – Wells No. 11 Radium Compliance Improvements

Dear Jim,

We received the following bids at 10:00 A.M. on February 9, 2017 for the Well 11 Radium Compliance Improvements:

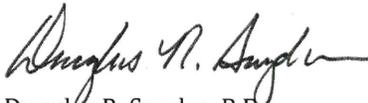
<u>BIDDER</u>	<u>TOTAL BID AMOUNT</u>
Butters Fetting Co. Milwaukee, WI	\$847,500.00
Gilbank Construction Inc. Clinton, WI	\$925,000.00
Boller Construction Company, Inc. Waukegan, IL	\$997,800.00
Scherrer Construction Company, Inc. Burlington, WI	\$1,066,338.00

We analyzed each of the bids and find Butters Fetting Co. to be the lowest, responsible, and responsive Bidder and believe that Butters Fetting Co., is qualified to complete the Project. We recommend that you award the Contract to Butters Fetting Co., in the amount of \$847,500, contingent on Public Service Commission Approval and Safe Drinking Water Loan Program financing.

As requested, we will keep the original bids and return the bid bonds to the bidders after the contract is signed. Please advise us of your decision and call if you have any questions.

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS



Douglas R. Snyder, P.E.

DRS:jmc
Encs.

C: Carina Walters, Administrator (email)
Glenn Harjes, Water Foreman (email)

I:\Burlington\BURWI\140318-Radium Compliance\Bidding\Rec Award.doc

PROJECT UPDATE
WELL NO. 11 RADIUM COMPLIANCE IMPROVEMENTS
CITY OF BURLINGTON
March 13, 2017

- Wisconsin Public Service Commission (WPSC): We spoke with Mark Williams; he noted that our recent submittal satisfied their concerns and that the project would receive the necessary authority to construct permit. This approval will not officially occur until April 10th.
- Wisconsin DNR: We spoke with Mary Wagner, SDWLP loan manager, on March 9th. She understands that the WPSC will approve the project and requested that we begin submitting the items on Page 2 of the SDWLP Financial Assistance Application so that she can prepare the loan. The following items are the most critical:
 - Notice of award, municipal resolution, or meeting minutes awarding the construction contract. She needs this by March 30, therefore, this must be on the agenda for both the Committee of the Whole and the Common Council on March 21.
 - Executed contract with engineering firm for construction management. She needs this by March 30, therefore, this must also be on the agenda for both the Committee of the Whole and the Common Council on March 21. We are currently preparing the work order agreement and plan to have it submitted by March 16th.
 - Executed construction contract with low bidder as soon as practically possible after notice of award.
 - Request for Disbursement (first draw) and supporting invoices by April 30.
 - Loan closing on or before June 28.

**CITY OF BURLINGTON, WI
WELL NO. 11 RADIUM COMPLIANCE IMPROVEMENTS
CONSTRUCTION ENGINEERING SERVICES
WORK ORDER**

ENGINEERS' PROJECT NO. 140318.60

Project Description:

Provide construction-related engineering services for the Well No. 11 Radium Compliance Improvements including construction administration, Safe Drinking Water Loan Program assistance, field observation, and project closeout.

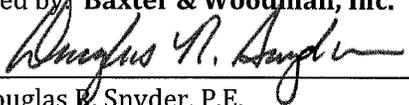
Engineering Services:

The general provisions of this contract are enumerated in the Engineering Services Agreement between the City and Engineers dated February 7, 2014. The scope of services for this Project is listed in Attachment A of this Work Order. Manpower requirements and a fee summary are listed in Attachment B.

Compensation:

Compensation for the services to be provided under this Work Order will be in accordance with the Engineering Services Agreement dated February 7, 2014. The Owner shall pay the Engineer for the services performed or furnished under Attachment A, a lump sum amount of \$43,000. Any work performed or furnished after the contract completion date will be invoiced separately based on the Engineer's standard hourly billing rates for actual work time performed plus reimbursement of out-of-pocket expenses, including travel. The additional cost will not exceed the total liquidated damage amount of the construction contract.

Submitted by **Baxter & Woodman, Inc.**

By: 
Douglas W. Snyder, P.E.

Title: Regional Manager

Date: March 16, 2017

Approved: **City of Burlington, WI**

By: _____
Jeannie Hefty

Title: Mayor

Date: _____

Attest: _____
Diahn Halbach, City Clerk

Additional Comments and Conditions: None

Project Description

This Project will provide construction related engineering services for the radium compliance improvements at Well No. 11 including acting as the City's representative with duties, responsibilities, and limitations of authority as assigned in the construction contract documents. The improvements include installation of water softening equipment and appurtenances within the existing pumphouse, construction of a below grade backwash storage tank, a sanitary sewer connection, and other miscellaneous improvements at the Well No. 11 facility. This Project also includes the engineering aspects associated with the Wisconsin Department of Natural Resources Safe Drinking Water Loan Program Application.

Scope of Services

This Project includes the following Scope of Services:

1. **ADMINISTRATION & MEETINGS** – Confer with the City and their staff, from time to time, to clarify and define the general scope, extent, and character of the Project.
2. **PROJECT MANAGEMENT** – Plan, schedule, and control the activities that must be performed to complete the Project. These activities include, but are not limited to, budget, schedule, and scope.
3. **PROJECT INITIATION**
 - Prepare Award Letter, Agreement, Contract Documents, Performance/Payment Bonds, and Notice to Proceed. Review Contractor insurance documents.
 - Attend and prepare minutes for the preconstruction conference and review the Contractor's proposed construction schedule and list of subcontractors.
4. **CONSTRUCTION ADMINISTRATION**
 - Attend periodic construction progress meetings.
 - Check, Review, and approve shop drawings, manufacturer's literature, samples, and other submittals by the Contractor, but only for compliance with the drawings and specifications as to quality of materials and performance of equipment. Such review shall not be construed as relieving the Contractor of the responsibility to meet requirements of the construction contract documents.
 - Review construction record drawings for completeness prior to submission to CADD.
 - Prepare construction contract change orders and work directives when authorized by the City.
 - Review the Contractor's requests for payments as construction work progresses, and advise the City of amounts due and payable to the Contractor in accordance with the terms of the construction contract documents.

- Research and prepare written response by Engineers to requests for information from the City and Contractor.
- Visit site as needed by project manager or other office staff.

5. FIELD OBSERVATION

- Provide Resident Project Representatives at the construction site on a periodic part-time basis from the Engineers' office of not more than eight (8) hours per regular weekday, not including legal holidays as deemed necessary by the Engineers, to assist the Contractor with interpretation of the Drawings and Specifications, to observe in general if the Contractor's work is in conformity with the Final Design Documents, and to monitor the Contractor's progress as related to the Construction Contract date of completion. The construction Contractor is a separate company from the Engineers. The City understands and acknowledges that the Engineers are not responsible for the Contractor's construction means, methods, techniques, sequences or procedures, time of performance, compliance with Laws and Regulations, or safety precautions and programs in connection with the Project, and the Engineers do not guarantee the performance of the Contractor and are not responsible for the Contractor's failure to execute the work in accordance with the construction contract documents.
- Provide the necessary base lines, benchmarks, and reference points to enable the Contractor to proceed with the work.
- Keep a daily record of the Contractor's work on those days that the Engineers are at the construction site including notations on the nature and cost of any extra work, and provide weekly reports to the City of the construction progress and working days charged against the Contractor's time for completion.

6. SUBSTANTIAL COMPLETION OF PROJECT

- Provide construction inspection services when notified by the Contractor that the Project is substantially complete. Prepare written punch lists during substantial completion inspections.
- Prepare Certificate of Substantial Completion.

7. COMPLETION OF PROJECT

- Provide construction inspection services when notified by the Contractor that the Project is complete. Prepare written punch lists during final completion inspections.
- Review the Contractor's written guarantees and issue a Notice of Acceptability for the Project by the City.
- Review the Contractor's requests for final payment, and advise the City of the amounts due and payable to the Contractor in accordance with the terms of the construction contract documents.
- Complete field survey work to be used in completing the construction record drawings.
- Prepare construction record drawings which show field measured dimensions of the completed work which the Engineers consider significant and provide the City with one set of reproducible record drawings within ninety (90) days of the Project completion.

-
8. PROJECT CLOSEOUT – Provide construction-related engineering services including, but not limited to, General Construction Administration and Resident Project Representative Services.
 9. SAFE DRINKING WATER LOAN APPLICATION (SDWLP) – Assist the City with the engineering aspects of Safe Drinking Water Loan Program Application.

Hours, Budget & Compensation by Employee

ATTACHMENT B

City of Burlington									
Plan Number: 140318.60									
Plan Name: BURWI Radium Compliance Construction Services									
Level 2	Level 3	Emp	Work Code	Planned Hrs	Planned Labor Bill	Compensation Fee	Consultant Fee	Reimb Allowance	Total Compensation
Overall Project Total				354.00	43,150.00	43,000.00	0.00	0.00	43,000.00
CS100 Project Initiation				18.00	2,460.00	2,390.00	0.00	0.00	2,390.00
		Julie Crayton		2.00	140.00				
			01560 Word Process Print	2.00	140.00				
		Anthony Machi		4.00	460.00				
			01020 Attend Meeting	4.00	460.00				
		Joseph Marchese		2.00	260.00				
			01360 Prepare Agreement	2.00	260.00				
		Douglas Snyder		10.00	1,600.00				
			01020 Attend Meeting	8.00	1,280.00				
			01360 Manage Project	2.00	320.00				
CS105 Construction Administration				64.00	8,800.00	8,720.00	0.00	0.00	8,720.00
		Julie Crayton		4.00	280.00				
			01560 Word Process Print	4.00	280.00				
		Anthony Machi		8.00	920.00				
			01260 Engineering, Record Construction	8.00	920.00				
		Joseph Marchese		24.00	3,120.00				
			01260 Engineering, Field	8.00	1,040.00				
			01550 Visit Site	8.00	1,040.00				
			01360 Prepare Pay Request	8.00	1,040.00				
		Douglas Snyder		28.00	4,480.00				
			01020 Attend Meeting	12.00	1,920.00				
			01360 Check & Review	16.00	2,560.00				
CS106 Preparation of Loan Documents				50.00	6,200.00	6,200.00	0.00	0.00	6,200.00
		Julie Crayton		10.00	700.00				
			01560 Word Process Print	10.00	700.00				
		Joseph Marchese		30.00	3,900.00				
			01360 Review and Check	30.00	3,900.00				
		Douglas Snyder		10.00	1,600.00				
			01360 Manage Project	10.00	1,600.00				

Hours, Budget & Compensation by Employee

ATTACHMENT B

City of Burlington									
Plan Number: 140318.60									
Plan Name: BURWI Radium Compliance Construction Services									
Level 2	Level 3	Emp	Work Code	Planned Hrs	Planned Labor Bill	Compensation Fee	Consultant Fee	Reimb Allowance	Total Compensation
CS107	Designer Reviews			40.00	4,980.00	4,980.00	0.00	0.00	4,980.00
		Joseph Marchese		24.00	3,120.00				
			01360 Check and Review	24.00	3,120.00				
		Lee Rito Rigos		4.00	460.00				
			01360 Check and Review	4.00	460.00				
		Adam Stec		4.00	560.00				
			01360 Check and Review	4.00	560.00				
		Phung Tran		8.00	840.00				
			01360 Check and Review	8.00	840.00				
CS110	Field Observation			140.00	16,100.00	16,100.00	0.00	0.00	16,100.00
		Anthony Machi		140.00	16,100.00				
			01260 Observe Construction, Full Time	140.00	16,100.00				
CS140	Project Closeout			42.00	4,610.00	4,610.00	0.00	0.00	4,610.00
		Timothy Brey		20.00	1,900.00				
			01530 Survey, Construction Record Drawings	20.00	1,900.00				
		Julie Crayton		4.00	280.00				
			01560 Word Process Print	4.00	280.00				
		Anthony Machi		10.00	1,150.00				
			01260 Observe Construction, Part Time	10.00	1,150.00				
		Douglas Snyder		8.00	1,280.00				
			01360 Manage Project	8.00	1,280.00				



COMMITTEE OF THE WHOLE

ITEM NUMBER: 8

DATE: April 5, 2017

SUBJECT: RESOLUTION 4834(53) to consider approving an award of bid for the 2017 Street and Sidewalk Improvement Program to Reesman's Excavating and Grading, Inc., for the total Base Bid of \$1,435,623.90.

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

BACKGROUND/HISTORY:

On March 23, 2017, the Board of Public Works opened four bids for the 2017 Street and Sidewalk Improvement Program. Pursuant to the review and the recommendation by the City's Engineer and Director of Public Works, it is recommended that the bid be awarded to the lowest, most responsive bidder, Reesman's Excavating and Grading, Inc., for the not-to-exceed amount of \$1,435,623.90. This contract includes the Kendall Street reconstruction project, as well as the 2017 Sidewalk Program. These projects were planned during the 2017 Budget process.

BUDGET/FISCAL IMPACT:

This work was planned and accounted for within the 2017 Budget. The project will be shared amongst the General Fund and the Utility Funds as such: General Fund for Capital Projects Infrastructure, Acct. #470-535321-800 \$422,281.40; Sidewalks Acct. #100-535321-351 \$32,929.15; Water Utility \$216,046.34, and Wastewater \$764,367.01. This project comes in under the Engineer's Estimate and is within the parameters of the adopted 2017 Budget.

RECOMMENDATION:

Staff recommends that the Common Council award the 2017 Street and Sidewalk Improvement Program to Reesman's Excavating and Grading, Inc. for a Total Base Bid of \$1,435,623.90.

TIMING/IMPLEMENTATION:

This item is for discussion at the April 5, 2017 Committee of the Whole meeting and due to its timeliness, is scheduled for final consideration at the Common Council meeting this same evening.

ATTACHMENTS:

- Resolution
- Engineer's Recommendation
- Bid Tabulation

**A RESOLUTION APPROVING AN AWARD OF BID FOR THE 2017 STREET AND
SIDEWALK IMPROVEMENT PROGRAM TO REESMAN'S EXCAVATING AND GRADING
INC. FOR THE BASE BID OF \$1,435,623.90**

WHEREAS, the City of Burlington did post a Class 2 Notice to Bidders for the 2017 Street and Sidewalk Improvement Program on March 9, and March 16, 2017 and,

WHEREAS, four bids were received by the City and were opened and reviewed at the Board of Public Works bid opening on March 23, 2017 and forwarded to the City Engineer for final review; and,

WHEREAS, the City Engineer, and the Director of Public Works have reviewed the bids and recommend acceptance of the lowest, most responsive bid from Reesman's Excavating and Grading, Inc., a copy of which is attached hereto, and made a part thereof; and,

WHEREAS, the City Engineer, and the Director of Public Works have recommended approval of the Base Bid of \$1,435,623.90,

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Burlington that the 2017 Street and Sidewalk Improvement Program be awarded to Reesman's Excavating and Grading, Inc., for the not-to-exceed amount of \$1,435,623.90 for the Total Base Bid.

Introduced: April 5, 2017
Adopted:

Jeannie Hefty, Mayor

Attest:

Diahnn Halbach, City Clerk

MEMORANDUM TO THE CITY OF BURLINGTON

To: Jim Bergles
From: Mike Timmers
CC: Carina Walters, Judy Gerulat, Greg Governatori
Date: March 24, 2017
Re: Bid Approval – Engineer’s Recommendation
2017 Street & Sidewalk Improvement Program

A total of four bids were received on Thursday, March 23, 2017 for the **2017 Street & Sidewalk Improvement Program**. The bids were reviewed and the final bid tab results are as follows:

Bidder #1:	Reesman’s Excavating, Burlington, WI. Base Bid Price = <u>\$1,435,623.90</u>
Bidder #2:	Super Excavators, Menomonee Falls, WI. Base Bid Price = \$1,457,691.66
Bidder #3:	Townsend Construction, Darien, WI. Base Bid Price = \$1,459,077.00
Bidder #4:	The Wanasek Corp, Burlington, WI. Base Bid Price = \$1,537,644.00

Based on the review of the bids, the review of the bidder’s qualification statement, and discussion with Jim Bergles and the DPW staff, it is my recommendation to award the **2017 Street & Sidewalk Improvement Program** contract to **Reesman’s Excavating & Grading, Inc.** for the base bid total cost of \$1,435,623.90. A bid bond of 5% of the contract price, and qualification statement were submitted and complete.

Also, please find the attached project General Bid Tab for your review.

KAPUR & ASSOCIATES, INC.

2017 STREET & SIDEWALK IMPROVEMENT PROGRAM - General Bid Tab
 City of Burlington, Racine County, Wisconsin
 Bid Opening: March 23, 2017 9:00 AM

BASE BID:

KENDALL ST - ROADWAY ITEMS				Wansek Corp		Townsend Construction		Super Excavators		Reesman's Excavating	
Item No.	Item Description	Unit	Bid Qty.	Bid Unit \$	Bid Total \$	Bid Unit \$	Bid Total \$	Bid Unit \$	Bid Total \$	Bid Unit \$	Bid Total \$
201.0120	Clearing	ID	625	\$ 20.00	\$ 12,500.00	\$ 25.53	\$ 15,956.25	\$ 17.00	\$ 10,625.00	\$ 24.30	\$ 15,187.50
201.0220	Grubbing	ID	625	\$ 7.00	\$ 4,375.00	\$ 5.33	\$ 3,331.25	\$ 5.00	\$ 3,125.00	\$ 6.35	\$ 3,968.75
204.0100	Removing Pavement (Concrete Driveway)	SY	635	\$ 5.00	\$ 3,175.00	\$ 23.05	\$ 14,636.75	\$ 3.00	\$ 1,905.00	\$ 4.60	\$ 2,921.00
204.0100	Removing Pavement (Concrete Roadway)	SY	135	\$ 7.00	\$ 945.00	\$ 10.99	\$ 1,483.65	\$ 4.50	\$ 607.50	\$ 5.65	\$ 762.75
204.0150	Removing Curb and Gutter	LF	5400	\$ 2.50	\$ 13,500.00	\$ 3.49	\$ 18,846.00	\$ 3.00	\$ 16,200.00	\$ 4.50	\$ 24,300.00
204.0155	Removing Concrete Sidewalk	SY	760	\$ 4.00	\$ 3,040.00	\$ 8.75	\$ 6,650.00	\$ 3.50	\$ 2,660.00	\$ 3.80	\$ 2,888.00
204.0210	Removing Manholes (Storm)	EACH	4	\$ 240.00	\$ 960.00	\$ 402.70	\$ 1,610.80	\$ 310.00	\$ 1,240.00	\$ 210.00	\$ 840.00
204.0220	Removing Inlets	EACH	16	\$ 145.00	\$ 2,320.00	\$ 402.70	\$ 6,443.20	\$ 225.00	\$ 3,600.00	\$ 220.00	\$ 3,520.00
204.0245	Removing Storm Sewer - 12"	LF	373	\$ 6.00	\$ 2,238.00	\$ 8.91	\$ 3,323.43	\$ 20.00	\$ 7,460.00	\$ 9.55	\$ 3,562.15
204.0245	Removing Storm Sewer - 15"	LF	209	\$ 20.00	\$ 4,180.00	\$ 9.22	\$ 1,926.98	\$ 23.00	\$ 4,807.00	\$ 13.50	\$ 2,821.50
204.0245	Removing Storm Sewer - 24"	LF	1267	\$ 6.00	\$ 7,602.00	\$ 10.45	\$ 13,240.15	\$ 9.00	\$ 11,403.00	\$ 13.00	\$ 16,471.00
205.0100	Excavation Common	CY	4820	\$ 19.00	\$ 91,580.00	\$ 15.60	\$ 75,192.00	\$ 17.00	\$ 81,940.00	\$ 6.70	\$ 32,294.00
205.0100	Excavation Common - EBS (undistributed)	CY	600	\$ 19.00	\$ 11,400.00	\$ 16.00	\$ 9,600.00	\$ 17.00	\$ 10,200.00	\$ 15.00	\$ 9,000.00
305.0110	Base Aggregate Dense 3/4-Inch (undistributed)	TON	40	\$ 24.00	\$ 960.00	\$ 36.43	\$ 1,457.20	\$ 18.75	\$ 750.00	\$ 16.70	\$ 668.00
305.0120	Base Aggregate Dense 1 1/4-Inch	TON	7500	\$ 12.50	\$ 93,750.00	\$ 13.26	\$ 99,450.00	\$ 15.50	\$ 116,250.00	\$ 11.00	\$ 82,500.00
305.0130	Base Aggregate Dense 3-Inch (Undistributed)	TON	600	\$ 15.50	\$ 9,300.00	\$ 16.26	\$ 9,756.00	\$ 19.00	\$ 11,400.00	\$ 21.50	\$ 12,900.00
311.0110	Breaker Run (Undistributed)	TON	600	\$ 18.00	\$ 10,800.00	\$ 20.53	\$ 12,318.00	\$ 19.00	\$ 11,400.00	\$ 21.85	\$ 13,110.00
415.0080	Concrete Pavement 8-Inch	SY	80	\$ 53.00	\$ 4,240.00	\$ 50.73	\$ 4,058.40	\$ 50.00	\$ 4,000.00	\$ 50.25	\$ 4,020.00
416.0160	Concrete Driveway 6-Inch	SY	660	\$ 45.00	\$ 29,700.00	\$ 44.82	\$ 29,581.20	\$ 42.50	\$ 28,050.00	\$ 42.70	\$ 28,182.00
416.0610	Drilled Tie Bars (No. 4)	EACH	40	\$ 8.00	\$ 320.00	\$ 10.38	\$ 415.20	\$ 7.00	\$ 280.00	\$ 7.05	\$ 282.00
416.0620	Drilled Dowel Bars (1 1/4" Dia)	EACH	16	\$ 13.00	\$ 208.00	\$ 20.48	\$ 327.68	\$ 12.00	\$ 192.00	\$ 12.05	\$ 192.80
460.5223	HMA Pavement Type 3LT 58-28 S	TON	1391	\$ 55.00	\$ 76,505.00	\$ 51.98	\$ 72,304.18	\$ 51.19	\$ 71,205.29	\$ 51.50	\$ 71,636.50
460.5224	HMA Pavement Type 4LT 58-28 S, Item also includes tack coat (455.0605).	TON	1083	\$ 55.00	\$ 59,565.00	\$ 51.98	\$ 56,294.34	\$ 51.19	\$ 55,438.77	\$ 51.50	\$ 55,774.50
465.0120	Asphaltic Surface Driveways & Field Entrances (Undistributed)	TON	10	\$ 93.00	\$ 930.00	\$ 88.45	\$ 884.50	\$ 87.29	\$ 872.90	\$ 87.75	\$ 877.50
601.0411	Concrete Curb & Gutter 30-Inch Type D	LF	5400	\$ 10.00	\$ 54,000.00	\$ 12.91	\$ 69,714.00	\$ 9.25	\$ 49,950.00	\$ 11.25	\$ 60,750.00
602.0405	Concrete Sidewalk 4-Inch	SF	7010	\$ 5.00	\$ 35,050.00	\$ 4.83	\$ 33,858.30	\$ 4.60	\$ 32,246.00	\$ 4.60	\$ 32,246.00
602.0505	Curb Ramp Detectable Warning Field Yellow	SF	300	\$ 37.00	\$ 11,100.00	\$ 30.58	\$ 9,174.00	\$ 35.00	\$ 10,500.00	\$ 35.20	\$ 10,560.00
608.0312	Storm Sewer Pipe Reinforced Concrete Class III 12-Inch	LF	343	\$ 69.00	\$ 23,667.00	\$ 63.10	\$ 21,643.30	\$ 75.00	\$ 25,725.00	\$ 58.55	\$ 20,082.65
608.0324	Storm Sewer Pipe Reinforced Concrete Class III 24-Inch	LF	1267	\$ 134.00	\$ 169,778.00	\$ 119.38	\$ 151,254.46	\$ 100.00	\$ 126,700.00	\$ 123.30	\$ 156,221.10
611.0535	Manhole Covers Type J-Special	EACH	4	\$ 290.00	\$ 1,160.00	\$ 373.58	\$ 1,494.32	\$ 570.00	\$ 2,280.00	\$ 410.00	\$ 1,640.00
611.0624	Inlet Covers Type H	EACH	16	\$ 430.00	\$ 6,880.00	\$ 490.90	\$ 7,854.40	\$ 685.00	\$ 10,960.00	\$ 545.00	\$ 8,720.00
611.1230	Catch Basins 2x3-ft (12-inch sumps)	EACH	16	\$ 1,240.00	\$ 19,840.00	\$ 1,212.74	\$ 19,403.84	\$ 840.00	\$ 13,440.00	\$ 1,321.00	\$ 21,136.00
611.2004	Manholes 4-FT Diameter	EACH	2	\$ 3,440.00	\$ 6,880.00	\$ 1,799.98	\$ 3,599.96	\$ 1,600.00	\$ 3,200.00	\$ 2,171.50	\$ 4,343.00
611.2006	Manholes 6-FT Diameter	EACH	1	\$ 8,850.00	\$ 8,850.00	\$ 3,743.15	\$ 3,743.15	\$ 4,000.00	\$ 4,000.00	\$ 4,660.00	\$ 4,660.00
611.2008	Manholes 8-FT Diameter	EACH	1	\$ 8,000.00	\$ 8,000.00	\$ 6,912.21	\$ 6,912.21	\$ 5,400.00	\$ 5,400.00	\$ 5,165.00	\$ 5,165.00
611.8110	Adjusting Manhole Covers	EACH	13	\$ 490.00	\$ 6,370.00	\$ 740.53	\$ 9,626.89	\$ 490.00	\$ 6,370.00	\$ 420.00	\$ 5,460.00
611.8115	Adjusting Inlet Covers	EACH	1	\$ 325.00	\$ 325.00	\$ 740.53	\$ 740.53	\$ 490.00	\$ 490.00	\$ 445.00	\$ 445.00
624.0100	Water (for Dust control - Undistributed)	MGAL	40	\$ 50.00	\$ 2,000.00	\$ 100.00	\$ 4,000.00	\$ 50.00	\$ 2,000.00	\$ 112.00	\$ 4,480.00
628.2004	Erosion Mat Urban Class I, Type B (NON-NETTED)	SY	3800	\$ 1.50	\$ 5,700.00	\$ 1.65	\$ 6,270.00	\$ 1.30	\$ 4,940.00	\$ 1.10	\$ 4,180.00
628.7015	Inlet Protection Type C	EACH	26	\$ 50.00	\$ 1,300.00	\$ 40.68	\$ 1,057.68	\$ 40.00	\$ 1,040.00	\$ 72.00	\$ 1,872.00
646.0106	Pavement Marking Epoxy 4-Inch (Yellow)	LF	446	\$ 1.00	\$ 446.00	\$ 1.29	\$ 575.34	\$ 1.00	\$ 446.00	\$ 1.05	\$ 468.30
647.0356	Pavement Marking Words Epoxy (SCHOOL)	EACH	2	\$ 280.00	\$ 560.00	\$ 262.88	\$ 525.76	\$ 260.00	\$ 520.00	\$ 262.00	\$ 524.00
647.0566	Pavement Marking Stop Line Epoxy 18-Inch (White)	LF	142	\$ 7.50	\$ 1,065.00	\$ 7.35	\$ 1,043.70	\$ 7.00	\$ 994.00	\$ 7.05	\$ 1,001.10
647.0766	Pavement Marking Crosswalk Epoxy 6-Inch (White)	LF	1170	\$ 6.25	\$ 7,312.50	\$ 6.24	\$ 7,300.80	\$ 5.90	\$ 6,903.00	\$ 6.00	\$ 7,020.00
690.0150	Sawing Asphalt	LF	300	\$ 1.75	\$ 525.00	\$ 1.29	\$ 387.00	\$ 1.25	\$ 375.00	\$ 1.25	\$ 375.00
690.0250	Sawing Concrete	LF	1465	\$ 2.50	\$ 3,662.50	\$ 2.81	\$ 4,116.65	\$ 1.85	\$ 2,710.25	\$ 1.90	\$ 2,783.50
SPV.0105.01	Traffic Control (Kendall work)	LS	1	\$ 13,484.00	\$ 13,484.00	\$ 11,110.28	\$ 11,110.28	\$ 11,536.00	\$ 11,536.00	\$ 20,000.00	\$ 20,000.00
SPV.0180.01	Restore Disturbed Areas - Includes Topsoil (625.0100), Fertilizer Type A (629.0205), Seeding Mix No. 40 (630.0140).	SY	3800	\$ 5.00	\$ 19,000.00	\$ 4.25	\$ 16,150.00	\$ 6.30	\$ 23,940.00	\$ 5.05	\$ 19,190.00
ROADWAY SUBTOTAL				\$	851,048.00	\$	850,643.73	\$	802,276.71	\$	782,002.60

KENDALL ST - SANITARY SEWER ITEMS				Wansek Corp		Townsend Construction		Super Excavators		Reesman's Excavating	
Item No.	Item Description	Unit	Bid Qty.	Bid Unit \$	Bid Total \$						
204.0210	Removing Manholes (Sanitary)	EACH	6	\$ 540.00	\$ 3,240.00	\$ 488.45	\$ 2,930.70	\$ 750.00	\$ 4,500.00	\$ 420.00	\$ 2,520.00
SPV.0060.01	Manhole Frame & Cover (Sanitary)	EACH	7	\$ 560.00	\$ 3,920.00	\$ 697.44	\$ 4,882.08	\$ 740.00	\$ 5,180.00	\$ 630.00	\$ 4,410.00
SPV.0060.02	Sanitary Manhole Seal - External	EACH	9	\$ 590.00	\$ 5,310.00	\$ 440.01	\$ 3,960.09	\$ 415.00	\$ 3,735.00	\$ 400.00	\$ 3,600.00
SPV.0090.01	Sanitary Sewer 6-Inch PVC Lateral Relay (Granular Backfill)	LF	2115	\$ 84.00	\$ 177,660.00	\$ 59.12	\$ 125,038.80	\$ 95.00	\$ 200,925.00	\$ 79.80	\$ 168,777.00
SPV.0090.02	Sanitary Sewer 8-Inch PVC Relay (Granular Backfill)	LF	2051	\$ 102.00	\$ 209,202.00	\$ 87.58	\$ 179,626.58	\$ 85.00	\$ 174,335.00	\$ 100.65	\$ 206,433.15
SPV.0090.03	Sanitary Sewer 10-Inch PVC Relay (Granular Backfill)	LF	586	\$ 148.00	\$ 86,728.00	\$ 117.59	\$ 68,907.74	\$ 100.00	\$ 58,600.00	\$ 149.00	\$ 87,314.00
SPV.0090.04	Sanitary Sewer 10-Inch PVC Relay (Slurry Backfill)	LF	39	\$ 320.00	\$ 12,480.00	\$ 442.03	\$ 17,239.17	\$ 260.00	\$ 10,140.00	\$ 382.00	\$ 14,898.00
SPV.0200.01	Sanitary Manhole 48-Inch	VF	69	\$ 375.00	\$ 25,875.00	\$ 213.06	\$ 14,701.14	\$ 225.00	\$ 15,525.00	\$ 266.00	\$ 18,354.00
SANITARY SEWER SUBTOTAL				\$ 524,415.00		\$ 417,286.30		\$ 472,940.00		\$ 506,306.15	
KENDALL ST - WATER ITEMS				Wansek Corp		Townsend Construction		Super Excavators		Reesman's Excavating	
Item No.	Item Description	Unit	Bid Qty.	Bid Unit \$	Bid Total \$						
SPV.0060.03	Hydrant Assembly	EACH	4	\$ 3,735.00	\$ 14,940.00	\$ 5,412.62	\$ 21,650.48	\$ 4,800.00	\$ 19,200.00	\$ 4,260.00	\$ 17,040.00
SPV.0060.04	Removing Hydrant Assembly	EACH	3	\$ 495.00	\$ 1,485.00	\$ 732.53	\$ 2,197.59	\$ 520.00	\$ 1,560.00	\$ 732.00	\$ 2,196.00
SPV.0060.05	Curb Stop/Box, 1-Inch	EACH	22	\$ 165.00	\$ 3,630.00	\$ 128.27	\$ 2,821.94	\$ 230.00	\$ 5,060.00	\$ 250.00	\$ 5,500.00
SPV.0060.06	Corporation Stop, 1-Inch	EACH	22	\$ 130.00	\$ 2,860.00	\$ 1,623.42	\$ 35,715.24	\$ 135.00	\$ 2,970.00	\$ 195.00	\$ 4,290.00
SPV.0060.07	Water Valve & Valve Box 6-inch (Hydrant)	EACH	4	\$ 1,130.00	\$ 4,520.00	\$ 960.19	\$ 3,840.76	\$ 1,090.00	\$ 4,360.00	\$ 996.00	\$ 3,984.00
SPV.0060.08	Adjusting Valve Boxes (Undistributed)	EACH	6	\$ 140.00	\$ 840.00	\$ 269.65	\$ 1,617.90	\$ 690.00	\$ 4,140.00	\$ 205.00	\$ 1,230.00
SPV.0060.09	Tracer Wire Access Box	EACH	4	\$ 25.00	\$ 100.00	\$ 26.95	\$ 107.80	\$ 30.00	\$ 120.00	\$ 62.00	\$ 248.00
SPV.0060.10	Explore Existing Water Service at Existing Main (Undistributed)	EACH	5	\$ 500.00	\$ 2,500.00	\$ 606.28	\$ 3,031.40	\$ 600.00	\$ 3,000.00	\$ 532.00	\$ 2,660.00
SPV.0090.05	Hydrant Lead 6-Inch (Granular Backfill)	LF	54	\$ 128.00	\$ 6,912.00	\$ 39.56	\$ 2,136.24	\$ 95.00	\$ 5,130.00	\$ 57.00	\$ 3,078.00
SPV.0090.06	PVC Watermain 8-Inch (Granular Backfill)	LF	532	\$ 91.00	\$ 48,412.00	\$ 68.97	\$ 36,692.04	\$ 100.00	\$ 53,200.00	\$ 75.00	\$ 39,900.00
SPV.0090.07	PVC Watermain 8-Inch (Slurry Backfill)	LF	17	\$ 240.00	\$ 4,080.00	\$ 353.91	\$ 6,016.47	\$ 175.00	\$ 2,975.00	\$ 126.00	\$ 2,142.00
SPV.0090.08	Water Service Copper Lateral 1-Inch	LF	606	\$ 70.00	\$ 42,420.00	\$ 51.95	\$ 31,481.70	\$ 85.00	\$ 51,510.00	\$ 53.00	\$ 32,118.00
WATER SUBTOTAL				\$ 132,699.00		\$ 147,309.56		\$ 153,225.00		\$ 114,386.00	
SUBTOTAL - KENDALL ST				\$ 1,508,162.00		\$ 1,415,239.59		\$ 1,428,441.71		\$ 1,402,694.75	
SIDEWALK IMPROVEMENT PROGRAM ITEMS				Wansek Corp		Townsend Construction		Super Excavators		Reesman's Excavating	
Item No.	Item Description	Unit	Bid Qty.	Bid Unit \$	Bid Total \$						
204.0155	Removing Concrete Sidewalk	SY	386	\$ 10.00	\$ 3,860.00	\$ 25.53	\$ 9,854.58	\$ 3.50	\$ 1,351.00	\$ 12.10	\$ 4,670.60
305.0120	Base Aggregate Dense 1 1/4-Inch	TON	70	\$ 20.00	\$ 1,400.00	\$ 15.43	\$ 1,080.10	\$ 28.00	\$ 1,960.00	\$ 22.10	\$ 1,547.00
416.0160	Concrete Driveway 6-Inch	SY	46	\$ 52.00	\$ 2,392.00	\$ 62.65	\$ 2,881.90	\$ 55.00	\$ 2,530.00	\$ 55.30	\$ 2,543.80
465.0120	Asphaltic Surface Driveways & Field Entrances (Undistributed)	TON	5	\$ 145.00	\$ 725.00	\$ 137.64	\$ 688.20	\$ 135.29	\$ 676.45	\$ 136.00	\$ 680.00
602.0405	Concrete Sidewalk 4-Inch	SF	3475	\$ 4.60	\$ 15,985.00	\$ 6.65	\$ 23,108.75	\$ 5.50	\$ 19,112.50	\$ 5.55	\$ 19,286.25
690.0150	Sawing Asphalt	LF	60	\$ 2.00	\$ 120.00	\$ 3.31	\$ 198.60	\$ 1.25	\$ 75.00	\$ 5.90	\$ 354.00
SPV.0105.01	Traffic Control (Sidewalk Program)	LS	1	\$ 1,500.00	\$ 1,500.00	\$ 2,525.28	\$ 2,525.28	\$ 500.00	\$ 500.00	\$ 505.00	\$ 505.00
SPV.0180.01	Restore Disturbed Areas - Includes Topsoil (625.0100), Fertilizer Type A (629.0205), Seeding Mix No. 40 (630.0140).	SY	350	\$ 10.00	\$ 3,500.00	\$ 10.00	\$ 3,500.00	\$ 8.70	\$ 3,045.00	\$ 9.55	\$ 3,342.50
SUBTOTAL - SIDEWALK				\$ 29,482.00		\$ 43,837.41		\$ 29,249.95		\$ 32,929.15	
TOTAL BASE BID				\$ 1,537,644.00		\$ 1,459,077.00		\$ 1,457,691.66		\$ 1,435,623.90	



COMMITTEE OF THE WHOLE

ITEM NUMBERS 9-16:

DATE: April 5, 2016

SUBJECT: To consider Initial Resolutions 4835(54), 4836(55), 4837(56), 4838(57), 4839(58) for \$8,340,000 General Obligation Corporate Purpose Bonds Series 2017A and \$1,660,000 Sewer System Revenue Bonds Series 2017B; Resolution 4840(59) Notice to Electors for these same issues; Resolutions 4841(60), 4842(62) providing for the sale of 2017(A) and 2017(B).

SUBMITTED BY: Steve DeQuaker, Finance Director Treasurer; Carina Walters, City Administrator

BACKGROUND/HISTORY:

As reported at the March 21, 2017 Committee of the Whole, Ehlers, Inc. has been engaged to assist the City on funding its 2017 Capital Projects. This is part of the Financial Management Plan (FMP) that was adopted by Council in 2016. There are several Resolutions on this evenings Common Council agenda to accomplish the funding objectives. Jim Mann from Ehlers Inc. will be discussing the Pre-Sale Reports and Resolutions for the two issues to accomplish the FMP. He will also outline a Refunding opportunity on a 2007 GO bond that will save the City money in interest charges.

BUDGET/FISCAL IMPACT:

Corporate Purpose bond payments will be paid through General Debt Service and the annual Debt Levy, pool portion was approved by Advisory Referendum. The Water portion of the bond payment will be paid with Water System Revenue. Sewer System Revenue Bonds will be paid by Sewer System Revenue. The 2007 Refunding opportunity will save the City approximately \$117,000 in interest charges.

RECOMMENDATION:

Staff is recommending approval of the resolutions presented.

TIMING/IMPLEMENTATION:

At the direction of the Committee of the Whole at its March 21, 2017 discussion in which Ehlers, Inc. and staff was directed to have one large bond versus two bond sales. Due to the timeliness of this issue, it is also scheduled the same night for consideration. There are 5 initial resolutions describing the General Obligation Corporate Bond loan, 1 resolution for a notice to electors, 2 separate resolutions authorizing Ehlers to begin the offering of the GO Corporate Purpose Bond and the Sewer System Revenue Bond. Resolutions have been prepared by Bond Counsel for these purposes.

ATTACHMENTS:

\$8,340,000 General Obligation Corporate Purpose Bond Pre-Sale Report
\$1,660,000 Sewer System Revenue Bond Pre-Sale Report
8 Resolutions

April 5, 2017

Pre-Sale Report for

City of Burlington, Wisconsin

\$8,340,000 General Obligation Corporate Purpose
Bonds, Series 2017A



Prepared by:

James A. Mann, CIPMA
Senior Municipal Advisor / Director

And

Jon Cameron, CIPMA
Municipal Advisor



Executive Summary of Proposed Debt

Proposed Issue:	\$8,340,000 General Obligation Corporate Purpose Bonds, Series 2017A
Purposes:	<p>The proposed issue includes financing for the following purposes: Streets, Pool, & Water Utility</p> <ul style="list-style-type: none"> • Current refund a portion of the City’s General Obligation Refunding Bonds, dated September 20, 2007. Debt service will be paid from ad valorem property taxes. <p>Interest rates on the obligations proposed to be refunded are 4.1% to 4.35%. The refunding is expected to reduce interest expense by approximately \$117,000 over the next 11 years. The Net Present Value Benefit of the refunding is estimated to be \$100,279, equal to 8.57% of the refunded principal.</p> <p>This refunding is a Current Refunding as the obligations being refunded are either callable (pre-payable) now, or will be within 90 days of the date of issue of the new Bonds.</p> <ul style="list-style-type: none"> • Swimming pool projects. Debt service will be paid from ad valorem property taxes. • Street improvement projects. Debt service will be paid from ad valorem property taxes. • Water System improvement projects. Debt service will be paid from water revenues.
Authority:	<p>The Bonds are being issued pursuant to Wisconsin Statutes, Section 67.04.</p> <p>The Bonds will be general obligations of the City for which its full faith, credit and taxing powers are pledged.</p> <p>The Bonds count against the City’s General Obligation Debt Capacity Limit of 5% of total City Equalized Valuation. Following issuance of the Bonds, the City’s total General Obligation debt principal outstanding will be \$29.3 million, which is 68.2% of its limit. Remaining General Obligation Borrowing Capacity will be approximately \$13.7 million.</p>
Term/Call Feature:	<p>The Bonds are being issued for a 20-year term. Principal on the Bonds will be due on April 1 in the years 2018 through 2037. Interest is payable every six months beginning April 1, 2018.</p> <p>The Bonds maturing on and after April 1, 2029 will be subject to prepayment at the discretion of the City on April 1, 2028 or any date thereafter.</p>



<p>Bank Qualification:</p>	<p>Because the City is expecting to issue no more than \$10,000,000 in tax exempt debt during the calendar year, the City will be able to designate the Bonds as “bank qualified” obligations. Bank qualified status broadens the market for the Bonds, which can result in lower interest rates.</p>
<p>Rating:</p>	<p>The City’s most recent bond issues were rated “AA-” by Standard & Poor’s. The City will request a new rating for the Bonds.</p> <p>If the winning bidder on the Bonds elects to purchase bond insurance, the rating for the issue may be higher than the City’s bond rating if the bond rating of the insurer is higher than that of the City.</p>
<p>Basis for Recommendation:</p>	<p>Based on our knowledge of your situation, your objectives communicated to us, our advisory relationship as well as characteristics of various municipal financing options, we are recommending the issuance of Bonds as a suitable option based on:</p> <ul style="list-style-type: none"> • The expectation this form of financing will provide the overall lowest cost of funds while also meeting the City’s objectives for term, structure and optional redemption. • The City having adequate General Obligation debt capacity to undertake this financing. • The nature of the projects, not including the Water System projects, being financed will not generate user or other fees that could be pledged to secure a revenue obligation. • The City’s current Financial Management Plan identified issuance of General Obligation Bonds to finance these projects. • The existing General Obligation pledge securing the obligations to be refunded.
<p>Method of Sale/Placement:</p>	<p>To obtain the lowest interest cost to the City, we will competitively bid the purchase of the Bonds from local and national underwriters/banks.</p> <p>We have included an allowance for discount bidding equal to 1.25% of the principal amount of the issue. The discount is treated as an interest item and provides the underwriter with all or a portion of their compensation in the transaction.</p> <p>If the Bonds are purchased at a price greater than the minimum bid amount (maximum discount), the unused allowance may be used to lower your borrowing amount.</p> <p>Premium Bids: Under current market conditions, most investors in municipal bonds prefer “premium” pricing structures. A premium is achieved when the coupon for any maturity (the interest rate paid by the issuer) exceeds the yield to the investor, resulting in a price paid that is greater than the face value of the bonds. The sum of the amounts paid more than face value is considered “reoffering premium.”</p>



	<p>Any premium amount received for that portion of the Bonds being issued for refunding existing debt will be used to reduce the issue size. Any premium amount received for the remainder of the Bonds that is more than the underwriting discount and any capitalized interest amounts must be placed in the debt service fund and used to pay a portion of the interest payments due on the Bonds. These adjustments may slightly change the true interest cost of the original bid, either up or down.</p>
Other Considerations:	<p>The Bonds will be offered with the option of the successful bidder utilizing a term bond structure. By offering underwriters the option to “term up” some of the maturities at the time of the sale, it gives them more flexibility in finding a market for your Bonds. This makes your issue more marketable, which can result in lower borrowing costs. If the successful bidder utilizes a term bond structure, we recommend the City retain a paying agent to handle responsibility for processing mandatory redemption/call notices associated with term bonds.</p>
Review of Existing Debt:	<p>We have reviewed all outstanding indebtedness for the City and find that, other than the obligations proposed to be refunded by the Bonds, there are no other refunding opportunities.</p> <p>We will continue to monitor the market and the call dates for the City’s outstanding debt and will alert you to any future refunding opportunities.</p>
Continuing Disclosure:	<p>Because the City has more than \$10,000,000 in outstanding debt (including this issue) and this issue is over \$1,000,000, the City will be agreeing to provide certain updated Annual Financial Information and its Audited Financial Statement annually as well as providing notices of the occurrence of certain reportable events to the Municipal Securities Rulemaking Board (the “MSRB”), as required by rules of the Securities and Exchange Commission (SEC). The City is already obligated to provide such reports for its existing bonds, and has contracted with Ehlers to prepare and file the reports.</p>
Arbitrage Monitoring:	<p>Because the Bonds are tax-exempt obligations/tax credit obligations, the City must ensure compliance with certain Internal Revenue Service (IRS) rules throughout the life of the issue. These rules apply to all gross proceeds of the issue, including initial bond proceeds and investment earnings in construction, escrow, debt service, and any reserve funds. How issuers spend bond proceeds and how they track interest earnings on funds (arbitrage/yield restriction compliance) are common subjects of IRS inquiries. Your specific responsibilities will be detailed in the Tax Exemption Certificate prepared by your Bond Attorney and provided at closing. We recommend that you regularly monitor compliance with these rules and/or retain the services of a qualified firm to assist you. We also recommend that you establish written procedures regarding compliance with IRS rules if you have not already done so.</p>



<p>Risk Factors:</p>	<p>GO with Planned Abatement: The City expects to abate a portion of the City debt service with water utility revenues. In the event this revenue is not available; the City is obligated to levy property taxes in an amount sufficient to make all debt payments.</p> <p>Current Refunding: The Bonds are being issued for current refunding prior City debt obligations. Those prior debt obligations are “callable” now and can therefore be paid off within 90 days or less. The new Bonds will not be pre-payable until April 1, 2028.</p> <p>This refunding is being undertaken based in part on an assumption that the City does not expect to have future revenues to pay off this debt and that market conditions warrant the refinancing now.</p>
<p>Other Service Providers:</p>	<p>This debt issuance will require the engagement of other public finance service providers. This section identifies those other service providers, so Ehlers can coordinate their engagement on your behalf. Where you have previously used a firm to provide a service, we have assumed that you will continue that relationship. For other services, you have not previously required, we have identified a service provider. Fees charged by these service providers will be paid from proceeds of the obligation, unless you notify us that you wish to pay them from other sources. Our pre-sale bond sizing includes a good faith estimate of these fees, so their final fees may vary. If you have any questions pertaining to the identified service providers or their role, or if you would like to use a different service provider for any of the listed services please contact us.</p> <p>Bond Attorney: Quarles & Brady LLP</p> <p>Paying Agent: Bond Trust Services Corp. (if term bond option utilized)</p> <p>Rating Agency: Standard & Poor's Global Ratings (S&P)</p>

This presale report summarizes our understanding of the City’s objectives for the structure and terms of this financing as of this date. As additional facts become known or capital markets conditions change, we may need to modify the structure and/or terms of this financing to achieve results consistent with the City’s objectives.



Proposed Debt Issuance Schedule

Pre-Sale Review by City Council:	April 5, 2017
Distribute Official Statement:	On or about April 25, 2017
Conference with Rating Agency:	Week of April 24, 2017
City Council Meeting to Award Sale of the Bonds:	May 2, 2017
Estimated Closing Date:	May 25, 2017
Redemption Date for 2007 Bonds:	June 9, 2017

Attachments

- Sources and Uses of Funds
- Proposed Debt Service Schedule
- Refunding Savings Analysis
- Bond Buyer Index

Ehlers Contacts

Municipal Advisors:	James Mann	(262) 796-6162
	Jon Cameron	(262) 796-6179
Disclosure Coordinator:	Brendan Leonard	(262) 796-6169
Financial Analyst:	Kathy Myers	(262) 796-6177

The Official Statement for this financing will be mailed to the City Council at their home address or e-mailed for review prior to the sale date.





Capital Plan	2016	2017		2018		2019	2020	Future
		GO	Sewer REV	GO	Sewer REV		GO	Annual GO
General	0							
Police Department	0							
Fire Department	153,000						3,500,000	
Public Works		1,166,263		850,000		520,000	510,000	761,566
Parks		5,568,000						
Miscellaneous			862,447		585,000		180,000	
Sewer							165,000	
Water	1,400,000	274,109		335,000				
Refunding 2007 GO Bonds		1,179,465						
Less Funds on Hand		(25,055)						
Offsetting Funds	(153,000)						(1,000,000)	
Capital Needs	1,400,000	8,162,783	1,447,447	1,705,000		520,000	3,355,000	761,566
Borrowing Costs	43,500	178,525	215,800	52,800			103,800	24,450
Funds Needed	1,443,500	8,341,308	1,663,247	1,757,800			3,458,800	786,016
Rounding	6,500	(1,308)	(3,247)	2,200			1,200	28,984
Total Borrowing	1,450,000	8,340,000	1,660,000	1,760,000			3,460,000	815,000
	SDWF							



Table 8



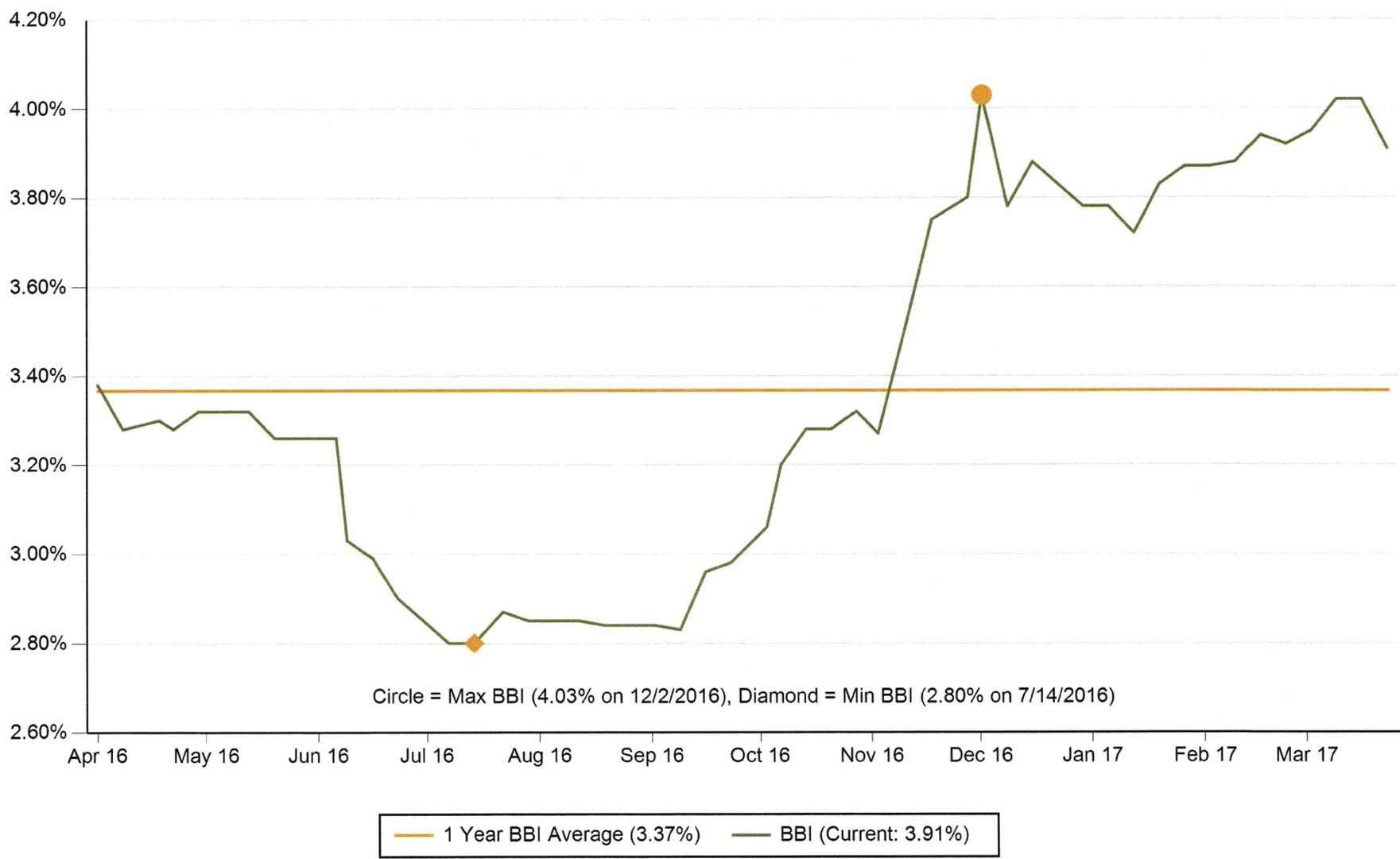
Preferred Option

Fiscal Year	Existing Debt Payments	2017 GO Bonds			2018 GO Bonds			2020 GO Bonds			Sewer	Water	Misc. Adjustments	Net Debt Payments	Equalized Value	Tax Rate	Fiscal Year
2016	406,444												406,444	666,283,100	0.61	2016	
2017	438,124												438,124	686,712,400	0.64	2017	
2018	461,568	205,000	1.10%	300,618						0	(33,052)		1,000,238	699,588,258	1.43	2018	
2019	449,512	470,000	1.38%	218,018	75,000	1.85%	90,566			0	(71,037)		1,374,133	881,872,337	1.56	2019	
2020	462,653	575,000	1.63%	210,088	200,000	2.13%	57,323			0	(69,894)		1,574,957	898,407,444	1.75	2020	
2021	449,964	530,000	1.82%	200,579	75,000	2.38%	54,300	135,000	2.35%	205,560	(24,347)	(92,389)	1,767,139	915,252,583	1.93	2021	
2022	456,515	535,000	2.06%	190,246	75,000	2.57%	52,444	175,000	2.63%	132,624	(20,799)	(92,810)	1,730,437	932,413,569	1.86	2022	
2023	359,004	530,000	2.29%	178,667	75,000	2.81%	50,426	175,000	2.88%	127,803	(20,386)	(90,938)	1,607,223	991,896,324	1.62	2023	
2024	392,273	505,000	2.51%	166,260	75,000	3.04%	48,233	175,000	3.07%	122,596	(24,863)	(88,894)	1,598,118	1,010,494,380	1.58	2024	
2025	374,968	500,000	2.68%	153,223	75,000	3.26%	45,870	175,000	3.31%	117,014	(24,225)	(86,692)	1,551,991	1,029,441,149	1.51	2025	
2026	377,314	495,000	2.82%	139,543	75,000	3.43%	43,361	175,000	3.54%	111,020	(23,540)	(84,350)	1,524,128	1,048,743,171	1.45	2026	
2027	378,995	495,000	2.92%	125,337	75,000	3.57%	40,736	200,000	3.76%	104,163	(22,810)	(86,797)	1,528,837	1,068,407,105	1.43	2027	
2028	228,391	360,000	3.03%	112,656	85,000	3.67%	37,838	200,000	3.93%	96,473	(22,041)	(54,504)	1,196,902	1,088,439,738	1.10	2028	
2029	387,149	350,000	3.12%	101,742	80,000	3.78%	34,766	200,000	4.07%	88,473	(21,241)	(47,681)	1,311,051	1,108,847,984	1.18	2029	
2030	386,998	355,000	3.21%	90,584	80,000	3.87%	31,706	200,000	4.17%	80,233	(20,417)	(45,901)	1,290,898	1,129,638,883	1.14	2030	
2031	401,494	355,000	3.30%	79,029	75,000	3.96%	28,673	200,000	4.28%	71,783	0	0	1,210,978	1,150,819,612	1.05	2031	
2032	405,600	355,000	3.38%	67,172	75,000	4.05%	25,669	175,000	4.37%	63,679	0	0	1,167,120	1,172,397,480	1.00	2032	
2033		355,000	3.45%	55,048	75,000	4.13%	22,602	175,000	4.46%	55,953	0	0	738,603	1,194,379,933	0.62	2033	
2034		355,000	3.51%	42,694	100,000	4.20%	18,953	175,000	4.55%	48,069	0	0	739,716	1,216,774,557	0.61	2034	
2035		355,000	3.56%	30,145	100,000	4.26%	14,723	175,000	4.63%	40,036	0	0	714,904	1,239,589,079	0.58	2035	
2036		330,000	3.60%	17,886	100,000	4.31%	10,438	150,000	4.70%	32,460	0	0	640,784	1,262,831,375	0.51	2036	
2037		330,000	3.62%	5,973	100,000	4.35%	6,108	150,000	4.76%	25,365	0	0	617,446	1,286,509,463	0.48	2037	
2038					90,000	4.37%	1,967	150,000	4.81%	18,188	0	0	260,154	1,310,631,515	0.20	2038	
2039								150,000	4.85%	10,943	0	0	160,943	1,335,205,856	0.12	2039	
2040								150,000	4.87%	3,653	0	0	153,653	1,360,240,966	0.11	2040	
2041													0	1,385,745,484	0.00	2041	
	6,816,962	8,340,000		1,756,781	1,760,000		568,812	3,460,000		1,556,083	(224,670)	(944,938)	0	26,304,858			

Equalized Value based on average 0.88% plus 1.00% inflationary growth

1 YEAR TREND IN MUNICIPAL BOND INDICES

Weekly Rates March, 2016 - March, 2017



The Bond Buyer "20 Bond Index" (BBI) shows average yields on a group of municipal bonds that mature in 20 years and have an average rating equivalent to Moody's Aa2 and S&P's AA.

April 5, 2017

Pre-Sale Report for

City of Burlington, Wisconsin

\$1,660,000 Sewer System Revenue Bonds, Series 2017B



Prepared by:

James Mann, CIPMA
Senior Municipal Advisor

And

Jon Cameron, CIPMA
Municipal Advisor



Executive Summary of Proposed Debt

Proposed Issue:	\$1,660,000 Sewer System Revenue Bonds, Series 2017B
Purposes:	The proposed issue includes financing for sewer collection system improvements. Debt service will be paid from sewer revenues.
Authority:	The Bonds are being issued pursuant to Wisconsin Statutes, Section 66.0621. The Bonds are not general obligations of the City but are payable only from and secured by a pledge of income and revenue to be derived from the operation of the Sewer System.
Term/Call Feature:	The Bonds are being issued for a 20-year term. Principal on the Bonds will be due on May 1 in the years 2018 through 2037. Interest is payable every six months beginning November 1, 2017. The Bonds maturing on and after May 1, 2028 will be subject to prepayment at the discretion of the City on May 1, 2027 or any date thereafter.
Bank Qualification:	Because the City is expecting to issue no more than \$10,000,000 in tax exempt debt during the calendar year, the City will be able to designate the Bonds as “bank qualified” obligations. Bank qualified status broadens the market for the Bonds, which can result in lower interest rates.
Rating:	We recommend selling this issue non-rated as the cost of the rating would not be expected to be offset by the potential lower interest rates resulting from obtaining a rating. For a larger bond issue, or a longer-term bond issue, a rating might broaden the market for the Bonds and result in an overall reduction in interest costs.
Basis for Recommendation:	Based on our knowledge of your situation, your objectives communicated to us, our advisory relationship as well as characteristics of various municipal financing options, we are recommending the issuance of Bonds as a suitable option based on: <ul style="list-style-type: none"> • Net system revenues available for debt service that provide sufficient coverage for the estimated principal and interest payments of the proposed Bonds and existing parity debt. • The City’s past practice of using revenue bonds to finance enterprise system improvements. • The City’s current Financial Management Plan which identified issuance of revenue bonds to finance these projects.



<p>Method of Sale/Placement:</p>	<p>To obtain the lowest interest cost to the City, we will competitively bid the purchase of the Bonds from local and national underwriters/banks.</p> <p>We have included an allowance for discount bidding equal to 1.25% of the principal amount of the issue. The discount is treated as an interest item and provides the underwriter with all or a portion of their compensation in the transaction.</p> <p>If the Bonds are purchased at a price greater than the minimum bid amount (maximum discount), the unused allowance may be used to lower your borrowing amount.</p> <p>Premium Bids: Under current market conditions, most investors in municipal bonds prefer “premium” pricing structures. A premium is achieved when the coupon for any maturity (the interest rate paid by the issuer) exceeds the yield to the investor, resulting in a price paid that is greater than the face value of the bonds. The sum of the amounts paid in excess of face value is considered “reoffering premium.”</p> <p>For this issue of Bonds, any premium amount received may: be retained; used to reduce the issue size; or combination thereof. These adjustments may slightly change the true interest cost of the original bid, either up or down. We anticipate using any premium amounts received to reduce the issue size.</p> <p>The amount of premium allowed can be restricted in the bid specifications. Restrictions on premium may result in fewer bids, but may also eliminate large adjustments on the day of sale and unintended results with respect to debt service payment impacts. Ehlers will identify appropriate premium restrictions for the Bonds intended to achieve the City’s objectives for this financing.</p>
<p>Other Considerations:</p>	<p>The Bonds will be offered with the option of the successful bidder utilizing a term bond structure. By offering underwriters the option to “term up” some of the maturities at the time of the sale, it gives them more flexibility in finding a market for your Bonds. This makes your issue more marketable, which can result in lower borrowing costs. If the successful bidder utilizes a term bond structure, we recommend the City retain a paying agent to handle responsibility for processing mandatory redemption/call notices associated with term bonds.</p>
<p>Review of Existing Debt:</p>	<p>We have reviewed all outstanding indebtedness for the City and find that there are no refunding opportunities other than that which is included in the 2017A issue being sold concurrently.</p> <p>We will continue to monitor the market and the call dates for the City’s outstanding debt and will alert you to any future refunding opportunities.</p>



Continuing Disclosure:	Because the City has more than \$10,000,000 in outstanding debt (including this issue) and this issue is over \$1,000,000, the City will be agreeing to provide certain updated Annual Financial Information and its Audited Financial Statement annually as well as providing notices of the occurrence of certain reportable events to the Municipal Securities Rulemaking Board (the “MSRB”), as required by rules of the Securities and Exchange Commission (SEC). The City is already obligated to provide such reports for its existing bonds, and has contracted with Ehlers to prepare and file the reports.
Arbitrage Monitoring:	Because the Bonds are tax-exempt obligations/tax credit obligations, the City must ensure compliance with certain Internal Revenue Service (IRS) rules throughout the life of the issue. These rules apply to all gross proceeds of the issue, including initial bond proceeds and investment earnings in construction, escrow, debt service, and any reserve funds. How issuers spend bond proceeds and how they track interest earnings on funds (arbitrage/yield restriction compliance) are common subjects of IRS inquiries. Your specific responsibilities will be detailed in the Tax Exemption Certificate prepared by your Bond Attorney and provided at closing. We recommend that you regularly monitor compliance with these rules and/or retain the services of a qualified firm to assist you. We also recommend that you establish written procedures regarding compliance with IRS rules if you have not already done so.
Risk Factors:	<p>Utility Revenue: The City expects to pay the Bond debt service with Sewer Revenues.</p> <p>In the event utility revenues are insufficient to pay debt service, the City Council is committing to consider appropriating funds from any other available sources in an amount sufficient to cover the shortfall. If it chooses to do so, the City may levy a tax to make up a shortfall. Any amount levied for this purpose is exempted from levy limits. While the City is not required to appropriate the funds necessary to remedy any shortfall in revenues needed to pay debt service, failure to do so would result in either a lack of access to capital markets in the future, or access at a substantially higher cost.</p>
Other Service Providers:	<p>This debt issuance will require the engagement of other public finance service providers. This section identifies those other service providers, so Ehlers can coordinate their engagement on your behalf. Where you have previously used a particular firm to provide a service, we have assumed that you will continue that relationship. For services, you have not previously required, we have identified a service provider. Fees charged by these service providers will be paid from proceeds of the obligation, unless you notify us that you wish to pay them from other sources. Our pre-sale bond sizing includes a good faith estimate of these fees, so their final fees may vary. If you have any questions pertaining to the identified service providers or their role, or if you would like to use a different service provider for any of the listed services please contact us.</p> <p>Bond Attorney: Quarles & Brady LLP</p>



	Paying Agent: To be determined Rating Agency: This issue will not be rated
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This presale report summarizes our understanding of the City’s objectives for the structure and terms of this financing as of this date. As additional facts become known or capital markets conditions change, we may need to modify the structure and/or terms of this financing to achieve results consistent with the City’s objectives.

Proposed Debt Issuance Schedule

Pre-Sale Review by City Council:	April 5, 2017
Distribute Official Statement:	On or about April 25, 2017
City Council Meeting to Award Sale of the Bonds:	May 2, 2017
Estimated Closing Date:	May 25, 2017

Attachments

- Sources and Uses of Funds
- Proposed Debt Service Schedule
- Bond Buyer Index

Ehlers Contacts

Municipal Advisors:	James Mann	(262) 796-6162
	Jon Cameron	(262) 796-6179
Disclosure Coordinator:	Brendan Leonard	(262) 796-6169
Financial Analyst:	Kathy Myers	(262) 796-6177

The Official Statement for this financing will be mailed to the City Council at their home address or e-mailed for review prior to the sale date.



City of Burlington, Wisconsin

\$1,660,000 Sewerage System Revenue Bonds, Series 2017B

SINGLE PURPOSE

Dated May 25, 2017 Assumes A1 Portage Rev sale 3/23/17 + .25

Sources & Uses

Dated 05/25/2017 | Delivered 05/25/2017

Sources Of Funds

Par Amount	\$1,660,000.00
Est. Interest Earnings	3,247.00
Total Sources	\$1,663,247.00

Uses Of Funds

Total Underwriter's Discount (1.250%)	20,750.00
Municipal Advisor	26,500.00
Disclosure Counsel	7,800.00
Bond Counsel	13,000.00
Paying Agent	675.00
Deposit to Debt Service Reserve Fund (DSRF)	116,830.00
Deposit to Project Construction Fund	1,447,447.00
Project Contingency	30,000.00
Rounding Amount	245.00
Total Uses	\$1,663,247.00

City of Burlington, Wisconsin

\$1,660,000 Sewerage System Revenue Bonds, Series 2017B

SINGLE PURPOSE

Dated May 25, 2017 Assumes A1 Portage Rev sale 3/23/17 + .25

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
05/25/2017	-	-	-	-	-
11/01/2017	-	-	21,128.25	21,128.25	21,128.25
05/01/2018	65,000.00	1.450%	24,378.75	89,378.75	-
11/01/2018	-	-	23,907.50	23,907.50	113,286.25
05/01/2019	65,000.00	1.600%	23,907.50	88,907.50	-
11/01/2019	-	-	23,387.50	23,387.50	112,295.00
05/01/2020	65,000.00	1.800%	23,387.50	88,387.50	-
11/01/2020	-	-	22,802.50	22,802.50	111,190.00
05/01/2021	70,000.00	2.000%	22,802.50	92,802.50	-
11/01/2021	-	-	22,102.50	22,102.50	114,905.00
05/01/2022	70,000.00	2.250%	22,102.50	92,102.50	-
11/01/2022	-	-	21,315.00	21,315.00	113,417.50
05/01/2023	70,000.00	2.450%	21,315.00	91,315.00	-
11/01/2023	-	-	20,457.50	20,457.50	111,772.50
05/01/2024	75,000.00	2.550%	20,457.50	95,457.50	-
11/01/2024	-	-	19,501.25	19,501.25	114,958.75
05/01/2025	75,000.00	2.650%	19,501.25	94,501.25	-
11/01/2025	-	-	18,507.50	18,507.50	113,008.75
05/01/2026	75,000.00	2.750%	18,507.50	93,507.50	-
11/01/2026	-	-	17,476.25	17,476.25	110,983.75
05/01/2027	80,000.00	2.900%	17,476.25	97,476.25	-
11/01/2027	-	-	16,316.25	16,316.25	113,792.50
05/01/2028	80,000.00	3.100%	16,316.25	96,316.25	-
11/01/2028	-	-	15,076.25	15,076.25	111,392.50
05/01/2029	85,000.00	3.100%	15,076.25	100,076.25	-
11/01/2029	-	-	13,758.75	13,758.75	113,835.00
05/01/2030	85,000.00	3.250%	13,758.75	98,758.75	-
11/01/2030	-	-	12,377.50	12,377.50	111,136.25
05/01/2031	90,000.00	3.250%	12,377.50	102,377.50	-
11/01/2031	-	-	10,915.00	10,915.00	113,292.50
05/01/2032	95,000.00	3.500%	10,915.00	105,915.00	-
11/01/2032	-	-	9,252.50	9,252.50	115,167.50
05/01/2033	95,000.00	3.500%	9,252.50	104,252.50	-
11/01/2033	-	-	7,590.00	7,590.00	111,842.50
05/01/2034	100,000.00	3.500%	7,590.00	107,590.00	-
11/01/2034	-	-	5,840.00	5,840.00	113,430.00
05/01/2035	105,000.00	3.650%	5,840.00	110,840.00	-
11/01/2035	-	-	3,923.75	3,923.75	114,763.75
05/01/2036	105,000.00	3.650%	3,923.75	108,923.75	-
11/01/2036	-	-	2,007.50	2,007.50	110,931.25
05/01/2037	110,000.00	3.650%	2,007.50	112,007.50	-
11/01/2037	-	-	-	-	112,007.50
Total	\$1,660,000.00	-	\$618,537.00	\$2,278,537.00	-

Yield Statistics

Bond Year Dollars	\$18,924.33
Average Life	11.400 Years
Average Coupon	3.2684745%
Net Interest Cost (NIC)	3.3781216%
True Interest Cost (TIC)	3.3740457%
Bond Yield for Arbitrage Purposes	3.2366934%
All Inclusive Cost (AIC)	3.7013874%

IRS Form 8038

Net Interest Cost	3.2684745%
Weighted Average Maturity	11.400 Years

prop 17 \$1660m Sewer Rev | SINGLE PURPOSE | 3/23/2017 | 2:16 PM



1 YEAR TREND IN MUNICIPAL BOND INDICES

Weekly Rates March, 2016 - March, 2017



Source: *The Bond Buyer*

The Revenue Bond Index (RBI) shows the average yield on a group of revenue bonds that mature in 30 years and have an average rating equivalent to Moody's A1 and S&P's A+.

Resolution 4835(54)
Introduced by the Committee of the Whole

I
**NITIAL RESOLUTION AUTHORIZING \$1,240,000
GENERAL OBLIGATION BONDS FOR STREET
IMPROVEMENT PROJECTS**

BE IT RESOLVED by the Common Council of the City of Burlington, Racine and Walworth Counties, Wisconsin, that there shall be issued, pursuant to Chapter 67, Wisconsin Statutes, general obligation bonds in an amount not to exceed \$1,240,000 for the public purpose of paying the cost of street improvement projects.

Introduced: April 5, 2017
Adopted:

Jeannie Hefty, Mayor

ATTEST:

Diahnn C. Halbach, City Clerk

(SEAL)

**INITIAL RESOLUTION AUTHORIZING
\$180,000 GENERAL OBLIGATION BONDS
FOR PARKS AND PUBLIC GROUNDS PROJECTS**

BE IT RESOLVED by the Common Council of the City of Burlington, Racine and Walworth Counties, Wisconsin, that there shall be issued, pursuant to Chapter 67, Wisconsin Statutes, general obligation bonds in an amount not to exceed \$180,000 for the public purpose of paying the cost of parks and public grounds projects.

Introduced: April 5, 2017
Adopted:

Jeannie Hefty, Mayor

ATTEST:

Diahnn C. Halbach, City Clerk

(SEAL)

Resolution No. 4837(56)
Introduced by the Committee of the Whole

**INITIAL RESOLUTION AUTHORIZING
\$5,400,000 GENERAL OBLIGATION BONDS
FOR SWIMMING POOL PROJECT**

BE IT RESOLVED by the Common Council of the City of Burlington, Racine and Walworth Counties, Wisconsin, that there shall be issued, pursuant to Chapter 67, Wisconsin Statutes, general obligation bonds in an amount not to exceed \$5,400,000 for the public purpose of paying the cost of the swimming pool project.

Introduced: April 5, 2017
Adopted:

Jeannie Hefty, Mayor

ATTEST:

Diahn C. Halbach, City Clerk

(SEAL)

Resolution 4838(57)
Introduced by the Committee of the Whole

**INITIAL RESOLUTION AUTHORIZING
\$290,000 GENERAL OBLIGATION BONDS
FOR WATER SYSTEM PROJECTS**

BE IT RESOLVED by the Common Council of the City of Burlington, Racine and Walworth Counties, Wisconsin, that there shall be issued, pursuant to Chapter 67, Wisconsin Statutes, general obligation bonds in an amount not to exceed \$290,000 for the public purpose of paying the cost of water system projects.

Introduced: April 5, 2017
Adopted:

Jeannie Hefty, Mayor

ATTEST:

Diahnn C. Halbach, City Clerk

(SEAL)

**INITIAL RESOLUTION AUTHORIZING
\$1,230,000 GENERAL OBLIGATION REFUNDING BONDS**

BE IT RESOLVED by the Common Council of the City of Burlington, Racine and Walworth Counties, Wisconsin, that there shall be issued, pursuant to Chapter 67, Wisconsin Statutes, general obligation bonds in an amount not to exceed \$1,230,000 for the public purpose of paying the cost of refunding obligations of the City, including interest on them.

Introduced: April 5, 2017
Adopted:

Jeannie Hefty, Mayor

ATTEST:

Diahnn C. Halbach, City Clerk

(SEAL)

**RESOLUTION DIRECTING PUBLICATION OF NOTICE TO ELECTORS
RELATING TO BOND ISSUES**

WHEREAS, initial resolutions authorizing general obligation bonds have been adopted by the Common Council of the City of Burlington, Racine and Walworth Counties, Wisconsin (the "City") and it is now necessary that certain of the initial resolutions be published to afford notice to the residents of the City of their adoption;

NOW, THEREFORE, BE IT RESOLVED that the City Clerk shall, within 15 days, publish a notice to the electors in substantially the form attached hereto in the official City newspaper as a class 1 notice under ch. 985, Wis. Stats.

Introduced: April 5, 2017
Adopted:

Jeannie Hefty, Mayor

Attest:

Diahnn C. Halbach, City Clerk

(SEAL)

**RESOLUTION PROVIDING FOR THE SALE OF
\$8,340,000 GENERAL OBLIGATION CORPORATE PURPOSE BONDS, SERIES 2017A**

WHEREAS the Common Council of the City of Burlington, Racine and Walworth Counties, Wisconsin (the "City") has adopted initial resolutions authorizing the issuance of general obligation bonds for the following public purposes and in the following amounts:

\$1,240,000 to finance street improvement projects;

\$180,000 to finance parks and public grounds projects;

\$5,400,000 to finance the swimming pool project;

\$290,000 to finance water system projects; and

\$1,230,000 to refund obligations of the City.

NOW, THEREFORE, BE IT RESOLVED that:

Section 1. Combination of Issues. The issues referred to above are hereby combined into one issue of bonds designated "General Obligation Corporate Purpose Bonds, Series 2017A" (the "Bonds") and the City shall issue Bonds in an amount not to exceed \$8,340,000 for the purposes above specified.

Section 2. Sale of the Bonds. The Common Council hereby authorizes and directs that the Bonds be offered for public sale. At a subsequent meeting, the Common Council shall consider such bids for the Bonds as may have been received and take action thereon.

Section 3. Notice of Sale. The City Clerk (in consultation with the City's financial advisor, Ehlers & Associates, Inc. ("Ehlers")) is hereby authorized and directed to cause the sale of the Bonds to be publicized at such times and in such manner as the City Clerk may determine and to cause copies of a complete Notice of Sale and other pertinent data to be forwarded to interested bidders as the City Clerk may determine.

Section 4. Official Statement. The City Clerk (in consultation with Ehlers) shall also cause an Official Statement to be prepared and distributed. The appropriate City officials shall determine when the Official Statement is final for purposes of Securities and Exchange Commission Rule 15c2-12 and shall certify said Statement, such certification to constitute full authorization of such Statement under this resolution.

Section 5. Award of the Bonds. Following receipt of bids for the Bonds, the Common Council shall consider taking further action to provide the details of the Bonds; to award the Bonds to the lowest responsible bidder therefor; and to levy a direct annual irrevocable tax sufficient to pay the principal of and interest on the Bonds as the same becomes due as required by law.

Section 6. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Common Council or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Introduced: April 5, 2017

Adopted:

Jeannie Hefty, Mayor

ATTEST:

Diahnn C. Halbach, City Clerk

(SEAL)

**RESOLUTION PROVIDING FOR THE SALE OF APPROXIMATELY \$1,660,000
SEWERAGE SYSTEM REVENUE BONDS, SERIES 2017B**

WHEREAS the City of Burlington, Racine and Walworth Counties, Wisconsin, is presently in need of approximately \$1,660,000 for the public purpose of paying the cost of additions, improvements and extensions to the City's Sewerage System; and

WHEREAS it is desirable to borrow said funds through the issuance of Sewerage System Revenue Bonds pursuant to Section 66.0621, Wis. Stats;

NOW, THEREFORE, BE IT RESOLVED that:

Section 1. The Bonds. The City shall issue its Sewerage System Revenue Bonds, Series 2017B in an approximate amount of \$1,660,000 (the "Bonds") for the purpose above specified.

Section 2. Sale of Bonds. The Common Council hereby authorizes and directs that the Bonds be offered for public sale. At a subsequent meeting, the Common Council shall consider such bids for the Bonds as may have been received and take action thereon.

Section 3. Notice of Sale. The City Clerk (in consultation with the City's financial advisor, Ehlers & Associates, Inc. ("Ehlers")) is hereby authorized and directed to cause the sale of the Bonds to be publicized at such times and in such manner as the City Clerk may determine and to cause copies of a complete, official Notice of Sale and other pertinent data to be forwarded to interested bidders as the City Clerk may determine.

Section 4. Official Statement. The City Clerk (in consultation with Ehlers) shall also cause an Official Statement to be prepared and distributed. The appropriate City officials shall determine when the Official Statement is final for purposes of Securities and Exchange Commission Rule 15c2-12 and shall certify said Statement, such certification to constitute full authorization of such Statement under this resolution.

Introduced: April 5, 2017
Adopted:

Jeannie Hefty, Mayor

ATTEST:

Diahnn C. Halbach, City Clerk

(SEAL)



DATE: April 5, 2017

SUBJECT: MOTION 17-870 to consider approving a Certificate of Appropriateness in the Historic Preservation Overlay District for 208 E. Washington Street and 400 N. Pine Street (Thrivent Financial).

SUBMITTED BY: Gregory Guidry, Building Inspector

BACKGROUND/HISTORY:

Leslie Scherrer Pella, on behalf of Thrivent Financial, has petitioned the City to repair and repaint the side/alley façade for a property located within the Historic Preservation Overlay District at 400 N. Pine Street and 208 E. Washington Street. It should be noted that both buildings are adjoining and operate one business, Thrivent Financial.

The proposed project consists of:

- 208 E. Washington (side)
The renovations along the side façade include removal and capping of the existing chimney, brick cleaning, repair and tuck-pointing, and painting of the side door and framing.
- 208 E. Washington (front)
The renovations along the front façade include brick cleaning, repair and tuck-pointing, the replacement of the boards covering the transom with aluminum panels and the repair and painting of the storefront wood framing.
- 400 N. Pine (front)
The renovations along the front façade include glass repair and replacement, brick cleaning, repair and tuck-pointing and restoration and replacement of the storefront façade, including exposure and painting of original features, brick cleaning and repair, door replacement, glass replacement and the installation of decorative trim.
- 400 N. Pine (side)
The renovations along the side façade along E. Washington Street include glass repair and replacement, brick cleaning and tuck-pointing, the removal of an air conditioner and abandoned pipes, and painting of a side door and transom. The existing arched wood panels will be removed and replaced with clear glass to expose the original windows.

* The colors for all of the accents and panels will be Classic White and Westchester Gray, which are approved historic colors.

BUDGET/FISCAL IMPACT:

The owner was awarded Façade Grants for this project in the amount of \$20,000 at the March 23, 2017 HPC meeting. All other costs associated with this project will be paid by the property owner.

RECOMMENDATION:

The Historic Preservation Commission (HPC) unanimously recommended approval of the Certificate of Appropriateness Application at their March 23, 2017 meeting.

TIMING/IMPLEMENTATION:

This item is for discussion at the April 5, 2017 Committee of the Whole meeting and per common practice is scheduled for final consideration at the Common Council meeting the same evening.

ATTACHMENTS:

Photos

400 N. Pine St - Front/Pine Street Facade
Proposed Facade Repairs



Glass to be repaired behind storms in original windows (typ)

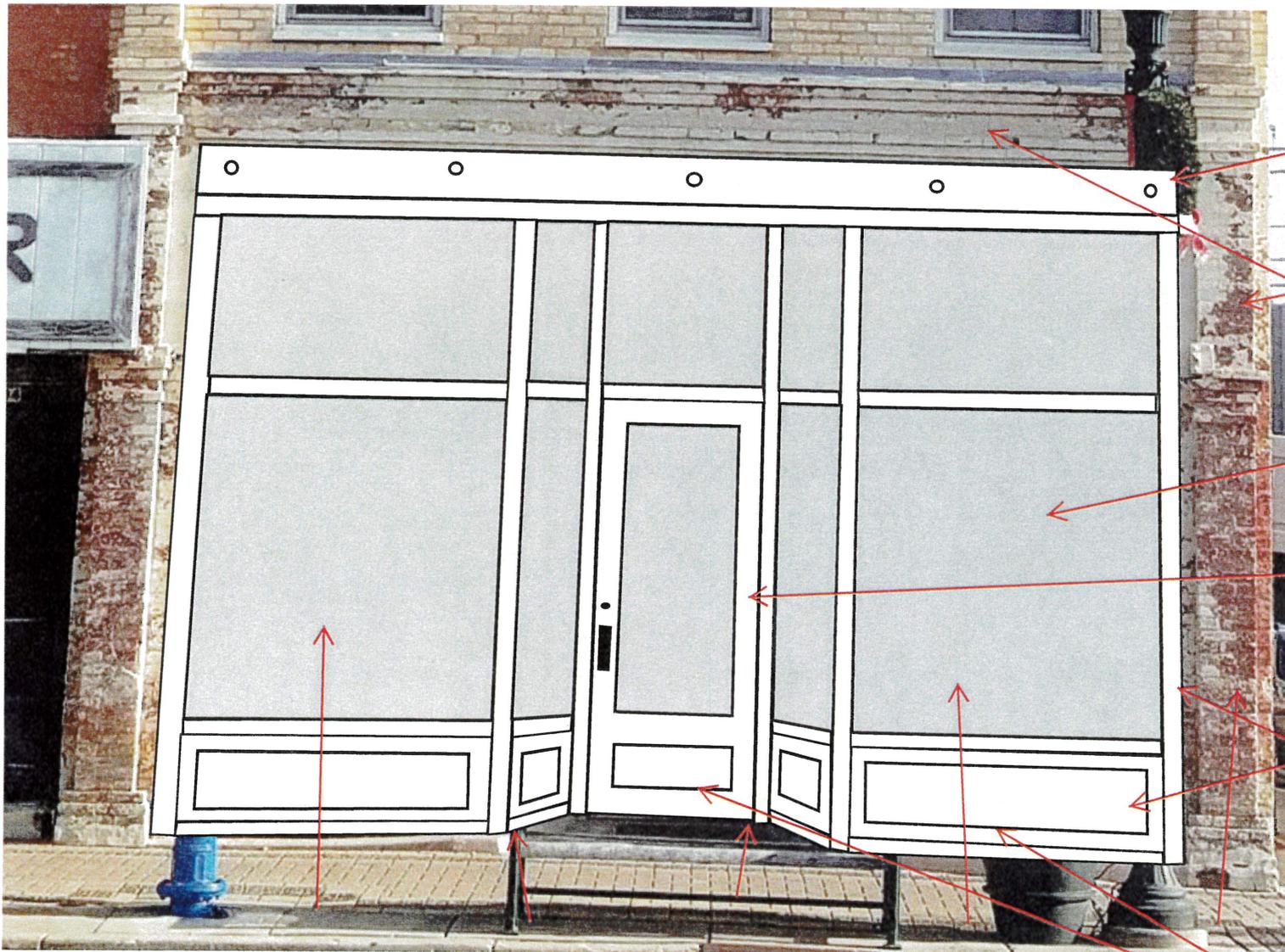
Arched panel to be removed and replaced with clear glass to expose original windows (typ)

Brick to be cleaned, repaired, and tuckpointed

Paint to be removed from brick

Storefront replaced, see enlarged elevation for scope of repairs

400 N. Pine Street - Front/Pine Street Facade
Proposed Storefront Changes



Existing steel beam & rosettes
to be exposed and painted
See paint selections attached.

Paint to be removed from
brick. Brick to be tuckpointed
and repaired where damaged
(typ)

Clear insulated glazing units
(typ)

Door and hardware, see
attached spec sheets

Wood storefront framework
throughout painted. See
paint selections attached.

Applied decorative trim to
match door trim profile
painted. See paint
selections attached.

Glass to be repaired behind storms in original windows. Arched panel to be removed and replaced with clear glass to expose original windows (typ)

Remove abandoned pipes (typ)

Repair and tuckpoint brick (typ)

Remove air conditioner



Replace glass in existing transom and add clear glass in front to create an insulated unit. Paint door & transom "Classical White SW 2829"

Remove insulation to expose existing wood window & replace broken glass behind storms. Arched panel to be removed and replaced with clear glass to expose original windows.

Remove plywood enclosure and add matching brick & sill at same elevation to create new window opening. Add matching storm and clear glass transom to match other windows.

208 Washington Street - Front/Washington Street Facade
Proposed Facade Repairs



Clean, repair, and
tuckpoint brick (typ)

Remove paint from brick

Remove existing panels
and replace with 3mm
double faced aluminum
panels. Spec and sample
submitted.

Existing wood storefront
to be repaired as needed
and entire wood framing
system and door to be
painted "Classical White
SW 2829"



Top of Chimney to be removed and capped. Height to equal opposite parapet.

Paint to be Removed From Brick

Clean, Repair, & Tuckpoint Brick (typ)

Existing Framing to be Painted "Classical White SW 2829"

200 E. Washington St. - Side/Alley Facade
Proposed Facade Repairs



DATE: April 5, 2017

SUBJECT: MOTION 17-871 to consider approving a Certificate of Appropriateness in the Historic Preservation Overlay District for 525 Milwaukee Avenue.

SUBMITTED BY: Gregory Guidry, Building Inspector

BACKGROUND/HISTORY:

Thomas Stelling, on behalf of Commercial Investment Properties Corp., has petitioned the City to repair the façade, add an awning and signage at 525 Milwaukee Avenue.

The proposed project consists of:

- The installation of a new awning, recessed LED lighting, concrete curb, a new glazed door and a hanging sign. The proposed awning is a marine-grade fabric awning in True Brown color over the existing mansard awning with recessed lighting. The storefront renovations include installing new trim, framing and paneling to cover the existing brick façade, construct a concrete curb at the base of the storefront façade along the sidewalk, install a new door and install a hanging sign. The colors for the façade are Ranch Mink for the major trim, Chocolate Pretzel for the minor trim, Madonna Lily for the accent and Toasted Almond for the base, which are all approved historic colors.

BUDGET/FISCAL IMPACT:

The owner was awarded Façade Grants for this project in the amount of \$5,000 at the March 23, 2017 HPC meeting. All other costs associated with this project will be paid by the property owner.

RECOMMENDATION:

The Historic Preservation Commission (HPC) unanimously recommended approval of the Certificate of Appropriateness Application at their March 23, 2017 meeting.

TIMING/IMPLEMENTATION:

This item is for discussion at the April 5, 2017 Committee of the Whole meeting and per common practice is scheduled for final consideration at the Common Council meeting the same evening.

ATTACHMENTS:

Photos

MATERIAL & COLORS

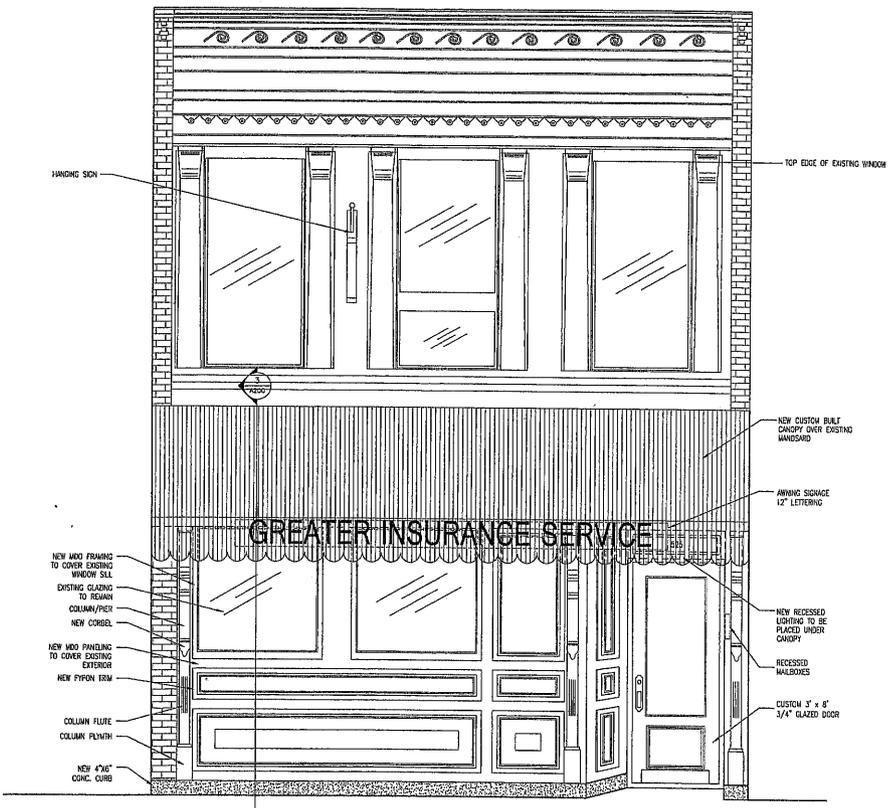
PAINT COLORS SELECTED ARE INTENDED TO CONFORM WITH THE CITY OF BURLINGTON, WISCONSIN HISTORIC DISTRICT GUIDELINES AND RECOMMENDATIONS.
BASE COLOR MENTILIZ-1: WALL SURFACES, STOREFRONT RISER, CORNICE - WHEN IT IS THE SAME MATERIAL AS THE WALL.
MAJOR TRIM MENTILIZ-5: CORNICE, WINDOW, MOORS, WINDOW FRAMES, STOREFRONT CORNICE
MINOR TRIM MENTILIZ-8: WINDOW SASH, DOORS
ACCENT MENTILIZ-1: SMALL DETAILS ON WINDOW LANTERNS, CORNICES, COLUMNS, BALCONIES

WINDOW SIGH

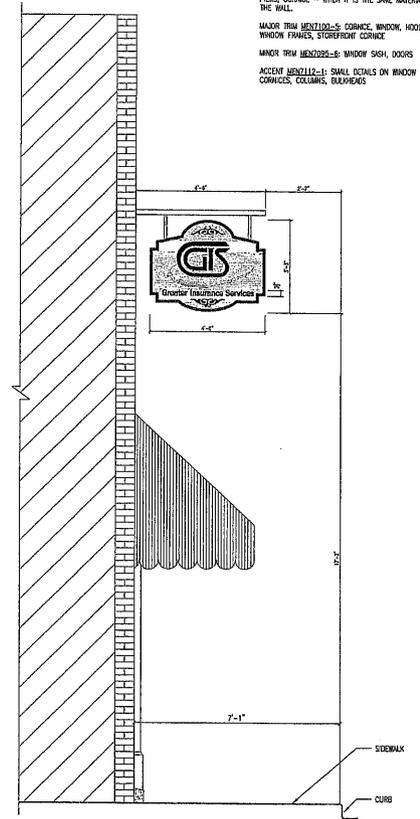
UPPER BUILDING FACADE AREA = 295 SQ FT
AREA OF HANGING SIGH = 10 SQ FT
COVERAGE RATIO = 3.25
SIGH IS TO BE PLACED BELOW WINDOW TOP EDGE OF EXISTING WINDOW
HEIGHT OF THE DISPLAYED CHARACTERS = 2 1/2"
MATERIAL: 1" MIMIC PLYWOOD PRIME WITH PRINTED COPY MOUNTING BRACKETS WITH MAST ARM

AWNING

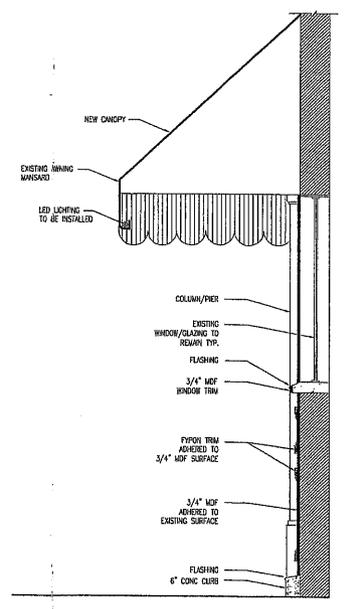
LOWER BUILDING FACADE AREA = 280 SQ FT
HEIGHT OF THE DISPLAYED CHARACTERS = 12"
MATERIAL: MARINE GRADE FABRIC
COLOR: TRUE BROWN



1 PROPOSED WEST ELEVATION
1/2"=1'-0"



2 PROPOSED NORTH ELEVATION
1/2"=1'-0"



3 SECTION WALL DETAIL
3/4"=1'-0"

NOTE
GENERAL CONTRACTOR TO DISTRIBUTE
ALL SHEETS IN SET TO SUBCONTRACTORS!
DO NOT DISTRIBUTE PARTIAL SETS

ALL DIMENSIONS LEASURED TO INSIDE FACE OF STUD
ALL APERTURES TO BE AS SHOWN UNLESS OTHERWISE NOTED ON DRAWING
DO NOT SCALE DIMENSIONS
IF ANY QUESTIONS ARISING CONTACT ARCHITECT IMMEDIATELY

20e

20e

Linen Ruffle
MEN7100-1

Indian Muslin
MEN7100-2

Casual Elegance
MEN7100-3

Thumper
MEN7100-4

MAJOR TRIM
X

Ranch Mink
MEN7100-5

Fudge Truffle
MEN7100-6

Chocolate Pretzel
MEN7095-6

X MAJOR TRIM

23b

ACCENT
X

23b

Madonna Lily
MEN7112-1

25d

25d

Colonial White
MEN7124-1

BASE

X
Toasted Almond
MEN7124-2

Dusty Trail
MEN7124-3

Stony Creek
MEN7124-4

Rain Barrel
MEN7124-5

Olive Wood
MEN7124-6