



AGENDA
COMMITTEE OF THE WHOLE
Tuesday, May 2, 2017 at 6:30 p.m.
Common Council Chambers - 224 East Jefferson Street

Mayor Jeannie Hefty
Susan Kott, Alderman, 1st District
Edward Johnson, Alderman, 1st District
Bob Grandi, Alderman, 2nd District
Ruth Dawidziak, Alderman, 2nd District
Tom Vos, Alderman, 3rd District
Jon Schultz, Council President, 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 April 5, 2017 (*J. Schultz*) *pg. 3*
4. **Topic: Discussion** regarding property located at 256 W. State Street. *pg. 8*
5. **Topic: Presentation** by Margaret Gessner of Central Racine County Health Department regarding the 2016 Annual Report, Health Department Community Health Assessment (CHA), and Community Health Improvement Plan (CHIP).*pg. 12*
6. **Topic: Presentation** by Blake Theisen of Ayres Associates to discuss the updated pool design and construction costs.
7. **Topic: Resolution 4843(1)** – to consider approving the Agreement between the City of Burlington and the Burlington Pool Corporation for the Daily Operations, Maintenance, and future Capital Improvements costs of the New Pool to be located in Devor Park. This item is scheduled for final consideration at the May 16, 2017 Common Council meeting.*pg. 30*
8. **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 tonight’s Common Council meeting.*pg. 47*
9. **Topic: Resolution 4844(2)** – to consider approving Task Order Number 102, with Kapur & Associates, regarding Engineering Services for the Restroom Facility Replacement at the Congress Street Ball

Diamond for the not-to-exceed amount of \$15,118. This item is scheduled for final consideration at the May 16, 2017 Common Council meeting.pg. 65

10. **Topic:** **Resolution 4845(3)** – to consider approving the purchase of a “Class B” Liquor License from the Town of Burlington in the amount of \$12,500. This item is scheduled for final consideration at the May 16, 2017 Common Council meeting.pg. 71
11. **Topic:** **Resolution 4846(4)** – to consider approving the purchase of two (2) new ImageCast Evolution (ICE) voting machines in the total amount of \$19,200. This item is scheduled for final consideration at the May 16, 2017 Common Council meeting.pg. 74
12. **Topic:** **Resolution 4847(5)** – to consider approving an Extraterritorial Zoning (ETZ) Certified Survey Map (CSM) for property located at 30561 Bushnell Road, in the Town of Burlington. This item is scheduled for final consideration at the May 16, 2017 Common Council meeting.pg. 109
13. **Topic:** **Resolution 4848(6)** – to consider approving a two-year contract for part-time building inspection services with Municipal Services, Inc. This item is scheduled for final consideration at the May 16, 2017 Common Council meeting.pg. 117
14. **Topic:** **Resolution 4849(7)** – to consider approving a resolution awarding the sale of \$8,220,000 General Obligation Corporate Purpose Bonds, Series 2017A. Due to the timeliness, this item is scheduled for final consideration at tonight’s Common Council meeting. pg. 124
15. **Topic:** **Resolution 4850(8)** – to consider approving a resolution authorizing the issuance and sale of \$1,660,000 Sewerage System Revenue Bonds, Series 2017B of the City of Burlington, Racine and Walworth counties, Wisconsin, and providing for the payment of the bonds and other details with respect to the bonds. Due to the timeliness, this item is scheduled for final consideration at tonight’s Common Council meeting.pg. 147
16. **Topic:** **Ordinance 2024(1)** – to consider a rezone for property located at 317 McHenry Street from B-3, Neighborhood Professional Office to Rs-3, Single-Family Residential. This item is scheduled for final consideration at the May 16, 2017 Common Council meeting.pg. 176
17. **Topic:** **Motion 17-872** – to consider approving an Airport Hangar Lease with Milo Meak Properties, LLC for 1532 Taxiway at the City of Burlington’s Municipal Airport. This item is scheduled for final consideration at the May 16, 2017 Common Council meeting.pg. 180
18. **Adjourn** (*T. Preusker*)

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



COMMITTEE OF THE WHOLE

ITEM NUMBER: 3

DATE: May 2, 2017

SUBJECT: April 5, 2017 Committee of the Whole Minutes

SUBMITTED BY: Diahnn Halbach, City Clerk

BACKGROUND/HISTORY:

The attached minutes are from the April 5, 2017 Committee of the Whole meeting.

BUDGET/FISCAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval of the attached minutes from the April 5, 2017 Committee of the Whole meeting.

TIMING/IMPLEMENTATION:

This item is scheduled for final consideration at the May 2, 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
Wednesday, April 5, 2017

1. Call to Order/Roll Call

Mayor Jeannie Hefty called the meeting to order at 6:30 p.m. starting with roll call. Aldermen present: Ed Johnson, Bob Grandi, Ruth Dawidziak, Tom Vos, Jon Schultz, Tom Preusker, and Todd Bauman. Excused: 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, DPW Director Jim Bergles, and Building Inspector Gregory Guidry.

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

2. Citizens Comments and Questions

There were none.

3. Approval of Minutes from March 21, 2017

A motion was made by Alderman Johnson with a second by Alderman Vos to approve the minutes from March 21, 2017. With all in favor, the motion carried to approve the minutes.

4. Topic: Presentation by the Aging & Disability Resource Center of Racine County (ADRC).

Diane Rogstad spoke on behalf of the ADRC and explained the purpose and mission of this organization.

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.

Attorney Bjelajac presented to Council the revised Offer to Sell Agreement with Burlington Core Upgrades and explained that although the property is under the purview of the Community Development Authority (CDA), this item needs to be reviewed by Council due to there being contingencies on the purchase in which Council needs to be aware of. Bjelajac further explained that the 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 the 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. In addition, the city applied for a Site Assessment Grant (SAG) through the State of Wisconsin for the development site, in which a closure letter from the DNR will need to be obtained by the City, and the Developer may incorporate residential as part of the future development.

Alderman Schultz asked for an example of a variance that might be requested. Tom Stelling, member of Burlington Core Upgrades, LLC, responded that a potential variance might be needed because of the parking deck and necessary access between buildings in order to comply with zoning ordinances and state statutes.

Alderman Schultz also inquired as to why residential is relevant to the Council. Bjelajac responded that the buyer wanted assurances from both the CDA and Council that there would be no objections to potential residential units being included with the development per the zoning code.

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 \$43,000.

Jim Bergles explained the background history in regards to Well #11 and meeting compliancy requirements with the DNR. Approving Baxter & Woodman as the engineering firm to provide construction related services to oversee the radium removal installation at Well #11, is one of the last steps required before starting the project.

Bergles further stated that the City has notified the DNR that it plans to make use of the low interest loan money available through the Safe Drinking Water Loan Program for the installation of the treatment at Well #11 and the DNR has extended our deadline to close on the loan until June 28, 2017. Also, the \$43,000 fee will be paid out of the Safe Drinking Water Loan Fund.

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.

Jim Bergles explained that four bids were received and opened for the Radium and Strontium Treatment System for Well #11 and pursuant to review and recommendations by the project engineer and Bergles, it was determined that Butters Fetting was the lowest bidder and should be awarded the project.

Alderman Schultz asked why the base bid of \$847,500 was so much over the Engineering Estimate of \$800,000. Bergles responded that the increase is due to the increase in steel costs.

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.

Jim Bergles explained that four bids were received and opened for the 2017 Street and Sidewalk Improvement Program and Reesman's was the lowest and most responsive bidder and recommends approval of this award of bid.

Alderman Schultz inquired as to the total miles of road within the City of Burlington and if we are keeping up with costs and repairs. Bergles responded that he will need to get back in regards to the total miles of road within the city, however, the budget determines how much can be spent each year on road repairs. Schultz asked for those numbers to be brought forward to a future meeting in order to get a better idea of whether the budget is sufficient enough as to not fall behind on road repairs.

Topics 9 – 16. Finance Director, Steve DeQuaker, explained that the following resolutions were being presented before Council as one large bond versus two bond sales as determined at the March 21, 2017 Committee of the Whole meeting. DeQuaker further explained that several of the resolutions need to be adopted separately because each bond has a separate purpose. DeQuaker stated that it was also discovered that the City would have the opportunity to refund a 2007 bond and save approximately \$111,000 in interest. DeQuaker then introduced James Mann, from Ehler, to further review each resolution.

Mann distributed the Pre-Sale Report and explained that issuance expenses were originally factored on top of the total amount being borrowed; however, this amount was readjusted to be included in the total amount, which actually reduced the overall General Obligation Corporate Purpose Bond amounts from \$8,340,000 to \$8,220,000, resulting in adjustments to each resolution.

9. **Topic: Resolution 4835(54)** to consider an Initial Resolution Authorizing \$1,240,000 General Obligation Bonds for Street Improvement Projects.

Per James Mann, the amount needs to be amended to \$1,190,000.

10. **Topic: Resolution 4836(55)** to consider an Initial Resolution Authorizing \$180,000 General Obligation Bonds for Parks and Public Grounds Projects.

Per James Mann, the amount needs to be amended to \$170,000.

11. **Topic: Resolution 4837(56)** to consider an Initial Resolution Authorizing \$5,400,000 General Obligation Bonds for Swimming Pool Project.

12. **Topic: Resolution 4838(57)** to consider an Initial Resolution Authorizing \$290,000 General Obligation Bonds for Water System Projects.

Per James Mann, the amount needs to be amended to \$280,000.

13. **Topic: Resolution 4839(58)** to consider an Initial Resolution Authorizing \$1,230,000 General Obligation Refunding Bonds.

Per James Mann, the amount needs to be amended to \$1,180,000.

14. **Topic: Resolution 4840(59)** to consider a Resolution Directing Publication of the Notice to Electors.

15. **Topic: Resolution 4841(60)** to consider a Resolution Providing for the Sale of \$8,340,000 General Obligation Corporate Purpose Bonds, Series 2017A.

Per James Mann, the amount needs to be amended to \$8,220,000.

16. **Topic: Resolution 4842(61)** to consider a Resolution Providing for the Sale of Approximately \$1,660,000 Sewerage System Revenue Bonds, Series 2017B.

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). There was no further discussion.

Guidry explained that Thrivent Financial is giving their building a facelift and these plans have been approved by the Historic Plan Commission.

18. Topic: Motion 17-871 to consider approving a Certificate of Appropriateness in the HPC Overlay for 525 Milwaukee Avenue (Commercial Investment Properties).

Guidry explained that this building is next to the Teacher's Museum, and they wish to bring back the historical look. These plans have been approved by the Historic Plan Commission. There was no further discussion.

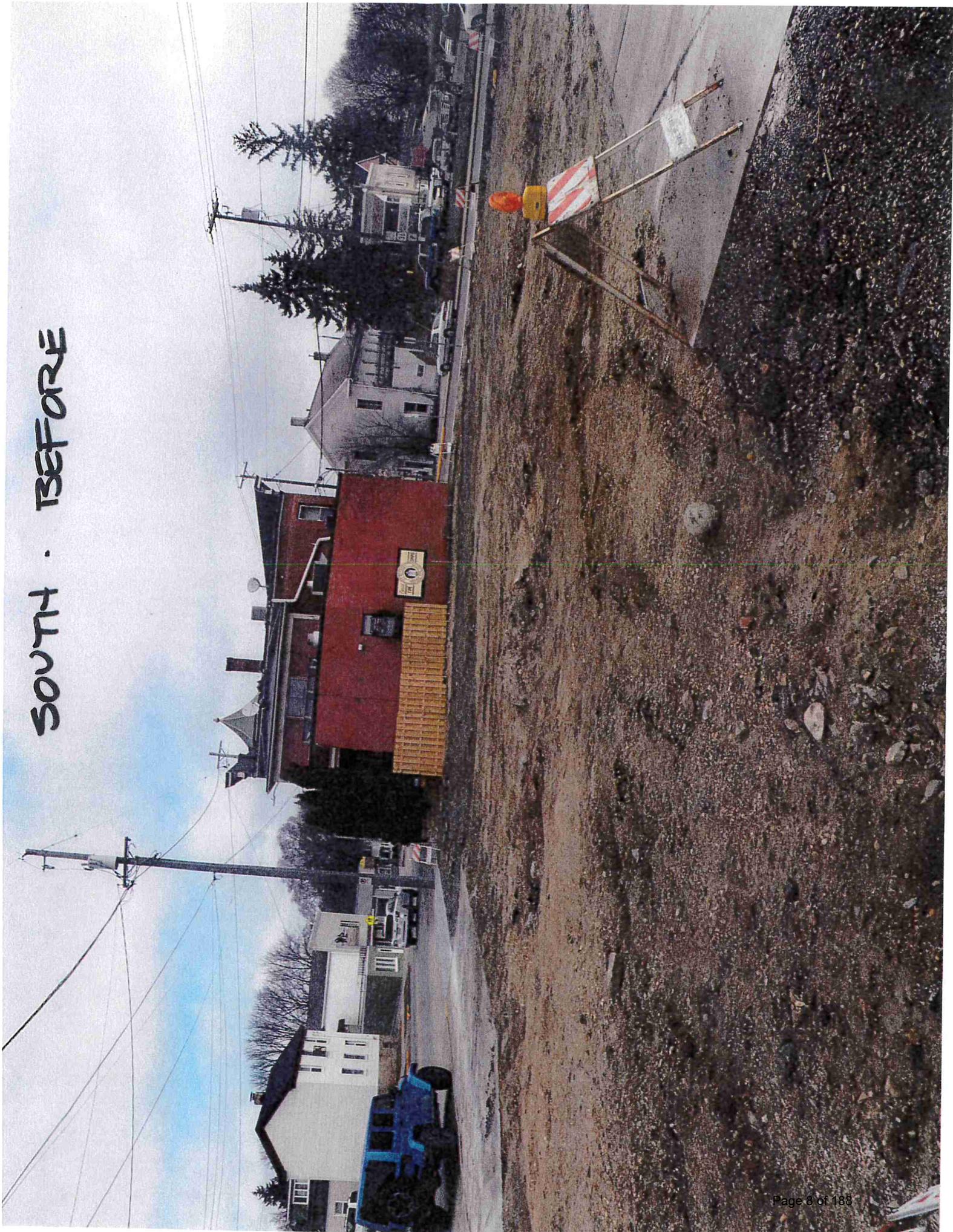
19. Adjourn

A motion was made by Alderman Grandi with a second by Alderman Bauman to adjourn the meeting. With all in favor, the meeting adjourned at 7:28 p.m.

Minutes respectfully submitted by:

Diahnn C. Halbach
City Clerk
City of Burlington

SOUTH · BEFORE



SOUTH. AFTER 2



WEST. AFTER 1







Public Health
Prevent. Promote. Protect.

2016 ANNUAL REPORT HIGHLIGHTS

Central Racine County Health Department
10005 Northwestern Ave
Franksville, WI 53126
Phone: (262) 898-4460
Fax: (262) 898-4490

Office Hours:
Monday — Friday
8:00 AM — 4:30 PM

STAFF
Health Officer
Public Health Specialist (grant)

Community Health Manager
Public Health Nurse (2)
Public Health Specialist (grant)
Community Health Coordinator (grant)
Home Visiting Supervisor (2 grant)
Public Health Nurse-HV (5 grant)
Public Health Home Visitor (3 grant)

Environmental Health Manager
Registered Sanitarians (3)
Public Health Technician

Fiscal Manager
Senior Public Health Technician
Public Health Technician



ASSURE COMPETENT WORKFORCE

Qualified Public Health Professionals

- Health Officer, CH Program Manager and CH Coordinator are all PHNs and Master's prepared
- 8 Public Health Nurses (PHNs), 6 of 8 who are grant funded exclusively for home visiting
- 3 Bachelor's prepared Public Health Home Visitors
- 2 Public Health Specialists with a MPH
- 3 Bachelor's prepared Registered Sanitarians (RS) plus a RS EH Program Manager
- 3 Public Health Technicians, one licensed as a MA
- 1 Bachelor's prepared Fiscal Manager

Linkages with Academia

- Maintained MOUs with Wisconsin colleges and universities to precept students
- For 2016 had 3 student placements

Linkages to Healthcare Systems

- Maintained Dr. Mark DeCheck as Medical Advisor
- Continued a system of healthcare linkages
- Partnered with 2 hospital systems

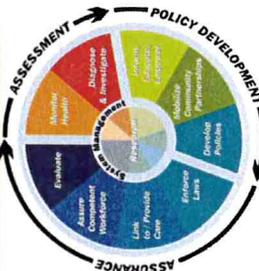
Linkages with School Systems

- Maintained strong relationships with local school systems

EVALUATE EFFECTIVENESS

- Utilized Public Health Accreditation Board (PHAB) guidelines to create a Quality Improvement Plan
- Utilized PHAB guidelines to create and revise program goals, indicators and measurements for Community and Environmental Health programs
- Developed a budget with a 1% increase in levy funding in 2016 and came in on budget in 2016
- Ranked 76/88 in per capita levy funding (less than 1/2 the state average for all local health departments)

RESEARCH NEW SOLUTIONS



CRCHD partners with many agencies and programs ranging from healthcare institutions to schools, businesses, municipalities, coalitions, colleges and universities in order to further public health innovation and research in the jurisdiction and the state.

Central Racine County Health Department

Central Racine County Health Department

Serving Caledonia, Dover, Mount Pleasant, North Bay, Norway, Raymond, Rochester, Sturtevant, Union Grove, Yorkville, Town and Village of Waterford, Town and City of Burlington

www.crchd.com

YEAR IN REVIEW

In 2016 Central Racine County Health Department focused on continuing the integration of west end communities as well as developing strategic priorities. Integration efforts included a particular emphasis on developing partnerships, including those with healthcare, government, school, and non-profit organizations. Staff provided for new educational programming, immunization compliance meetings, food safety education, and childhood safety endeavors, to name a few. Strategic planning efforts involved a planning process with health department leadership and staff to determine organizational, programmatic and fiscal priorities. The Health Department's five-year strategic priorities include:

- 1) achieving national public health accreditation,
- 2) enhancing external communication and partnerships,
- 3) focusing workforce development on performance,
- 4) aligning organizational programs and services, and
- 5) assuring financial viability.

Highly engaged staff and a supportive Board of Health have allowed Central Racine County Health Department to make tremendous strides in addressing current and emerging public health issues, and the strategic planning process provides us with new focus and determination to meet the public health needs of the next five years.

Some highlights and accomplishments of our 2016 efforts to protect and promote health include:

- Completed a strategic planning process;
- Established new contracts with DATCP and DSPS related to changes in state structure and statutes;
- Partnered with 14 new municipalities to implement an updated ordinance;
- Provided 1,345 home visits for expectant/new parents; collected 3,361 pounds of medication at four medication collection events;
- Collected 320 water samples and 30 sanitary surveys at 154 public wells for the DNR well program;
- Completed 1,239 inspections at 774 licensed establishments;
- Investigated, provided education, and tracked 1,108 communicable disease and STD reports;
- Investigated and assisted with 20 institutional outbreaks of respiratory and GI illnesses;
- Provided health education information through newsletters, our website, brochures, and social media;
- Participated in myriad community coalitions, collaborations and partnerships; and,
- Came in on budget for the tenth straight year, utilizing a budget with a 1% increase in levy funding.

MONITOR HEALTH STATUS

Systematic Data Collection, Analysis and Dissemination

- Presented communicable disease and other data to Board of Health members and health department staff
- Monitored vital statistics (deaths and births)
- Reviewed report and survey data to identify prevalent health issues
- Provided updates via website, social media and mailings

INVESTIGATE HEALTH PROBLEMS

Communicable Disease (CD) and Sexually Transmitted Disease (STD) Services

- Conducted 309 investigations of confirmed/probable CDs and 433 investigations of suspect CDs
- Conducted 357 investigations of reportable STDs and 9 investigations of suspect reportable STDs
- Disease Outbreak Investigations**
- Responded to 20 CD outbreaks at 7 long term care facilities

Human Health Hazards (HHH) Investigations

- Conducted 341 HHH investigation interventions
- Lead Hazard Investigations**
- Identified and tracked 1,309 blood lead tests completed; no child with lead levels of ≥ 15 ug/dL

- Case managed 4 children with elevated lead levels
- Outbreak Related Public Information**

- Issued press release regarding rabies and West Nile virus
- Sent guidance to healthcare providers on Zika and Ebola recommendations, and influenza testing, to name a few
- Sent partner agencies guidance on current outbreaks

INFORM PEOPLE OF HEALTH ISSUES

Car Seat Education and Installation

- Evaluated 20 child safety seats for proper installation
- Radon Testing**

- Sold 369 radon test kits to residents with 255 kits returned for analysis and 60.7% of test results >3.9 pCi/l
- Well Water Testing**

- Provided 67 well water test kits to residents

Community Events and Public Outreach

- Mailed 1 newsletter to all residents and wrote 24 news-letter articles for municipalities
- Posted information on the social media accounts daily
- Provided brochures at multiple venues and online

MOBILIZE COMMUNITIES

Medication Collection

- Recorded 1,737 participants in 2016
- Collected 3,361 pounds of medication
- Child Death Review and Fetal/Infant Mortality Review**
- Reviewed 24 childhood deaths (ages 1-21)
- Reviewed 26 fetal/infant deaths (stillbirth/ages 0-1)

PLAN TO SUPPORT HEALTH

Emergency Preparedness (EP)

- Revised public health emergency plans
- Completed the Ebola Response Plan
- All staff completed monthly EP training exercises
- Participated in two regional exercises (BAT 2016 and HERC Region 7 Ebola Tabletop) and other miscellaneous drills

Local Policy and Procedure Updates

- Continued to revise all policies and procedures

ENFORCE PUBLIC HEALTH LAWS

Environmental Health Licensing and Inspections

- Completed 1,066 inspections of 601 licensed establishments
- Inspected 173 transient food vendors
- Animal Control/Rabies Investigations**
- Conducted 191 rabies investigations
- DNR Well Water Program**
- Collected 320 water samples and completed 30 sanitary surveys at 154 public wells for the DNR well program

LINK PEOPLE TO HEALTH SERVICES

Home Visitation Programs

- Completed 1,345 home visits for 117 families
- Immunization Compliance Program**
- Sent 1,415 reminders, case managed 349 children and sent 349 follow-up reminder/recall letters
- Childhood Immunization Program**
- Provided 277 vaccines to 100 pediatric clients
- Adult Services Program**
- Provided 38 adult vaccinations to 28 clients
- Administered 103 tuberculin skin tests

CENTRAL RACINE COUNTY HEALTH DEPARTMENT



Serving Caledonia, Dover, Mt. Pleasant, North Bay, Norway,
Raymond, Rochester, Sturtevant, Union Grove, Yorkville,
City and Town of Burlington, and Village and Town of Waterford

CENTRAL RACINE COUNTY HEALTH DEPARTMENT

ANNUAL REPORT 2016

In 2016 Central Racine County Health Department focused on continuing the integration of west end communities as well as developing strategic priorities. Integration efforts included a particular emphasis on developing partnerships, including those with healthcare, government, school, and non-profit organizations. Staff provided for new educational programming, immunization compliance meetings, food safety education, and childhood safety endeavors, to name a few. Strategic planning efforts involved a planning process with health department leadership and staff to determine organizational, programmatic and fiscal priorities. The Health Department's five-year strategic priorities include: 1) achieving national public health accreditation, 2) enhancing external communication and partnerships, 3) focusing workforce development on performance, 4) aligning organizational programs and services, and 5) assuring financial viability. Highly engaged staff and a supportive Board of Health have allowed Central Racine County Health Department to make tremendous strides in addressing current and emerging public health issues, and the strategic planning process provides us with new focus and determination to meet the public health needs of the next five years. Some highlights and accomplishments of our 2016 efforts to protect and promote health include:

- Completed a strategic planning process;
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- Investigated, provided education, and tracked 1,108 communicable disease and STD reports;
- Investigated and assisted with 20 institutional outbreaks of respiratory and GI illnesses;
- Provided health education information through newsletters, our website, brochures, and social media;
- Participated in a myriad of community coalitions, collaborations and partnerships; and,
- Came in on budget for the tenth straight year, utilizing a budget with a 1% increase in levy funding.

Thank you to staff, Board of Health, and all our partners for your hard work, collaboration and support.

Margaret Gesner, Health Officer

Central Racine County Health Department Annual Report 2016

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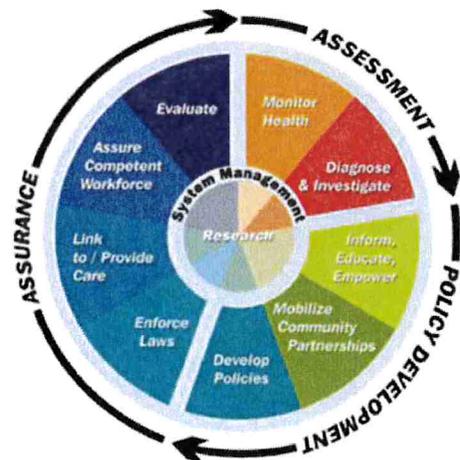
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Central Racine County Health Department Mission Statement

The mission of Central Racine County Health Department is to improve the health of the communities we serve through health promotion, disease prevention, and protection from health and environmental hazards.

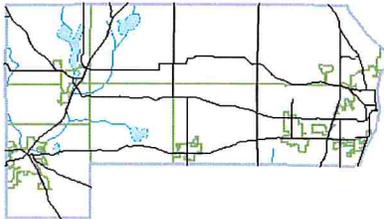
This mission is achieved by:

- Assuring the enforcement of state public health statutes and rules.
- Developing policies and providing public health programs and services that prevent disease and injury, protect against environmental health hazards, promote healthy behaviors and provide education.
- Monitoring the health status of the community to identify health issues.
- Preparing for and responding to public health emergencies.
- Assessing the effectiveness, accessibility and quality of programs and services.



HEALTH DEPARTMENT STAFF	
ADMINISTRATION	COMMUNITY HEALTH (cont.)
Margaret Gesner, Health Officer	Ashlee Franzen, Public Health Nurse
Wayne Krueger, Fiscal Manager	Joella Eternicka, Community Health Coordinator (grant)
Silviano Garcia, Public Health Specialist (grant)	Pa Chang, Public Health Specialist (grant)
Liz Staples, Health Technician	Kari Villalpando, Home Visiting Supervisor (grant)
Shirley Vakos, Senior Health Technician	Erin Donaldson, Home Visiting Supervisor (grant)
ENVIRONMENTAL HEALTH	Brita Bolter Catoe, Public Health Home Visitor (grant)
Keith Hendricks, Environmental Health Program Manager	Brittany Gunn, Public Health Nurse - Home Visitor (grant)
Jennifer Loizzo, Sanitarian	Heather Rae, Public Health Nurse - Home Visitor (grant)
Michele Breheim, Sanitarian	Kelley Marshman, Public Health Nurse - Home Visitor (grant)
Chuck Dykstra, Sanitarian	Linda Garza, Public Health Nurse - Home Visitor (grant)
Patty Svendsen, Health Technician	Rae Stewart, Public Health Home Visitor (grant)
COMMUNITY HEALTH	Yesenia Arjon, Public Health Home Visitor (grant)
Jeff Langlieb, Community Health Program Manager	Wendi Huffman, Public Health Nurse - Home Visitor (grant)
Lindsay Schubert, Public Health Nurse	
BOARD OF HEALTH	
CHAIRPERSON	TRUSTEES, BOARD MEMBERS & REPRESENTATIVES (cont.)
Frances M. Petrick, RN	Sharon Korponai, Town of Raymond Citizen Representative
MEDICAL DIRECTOR/VICE-CHAIR	Chris Bennett, Village of Rochester Trustee
Mark E. DeCheck, MD	John Johnson, Sturtevant Trustee
TRUSTEES, BOARD MEMBERS & REPRESENTATIVES	Gordon Svendsen, Union Grove Trustee
Ed Willing, Caledonia Trustee	Sherry Gruhn, Town of Yorkville Supervisor
Susan Stroupe, Caledonia Citizen Representative	Teri Jendusa Nicolai, Town of Waterford Board Member
David DeGroot, Mt. Pleasant Trustee	Tamara Pollnow, Village of Waterford Trustee
Jean Boticki, Mt. Pleasant Citizen Representative	John Ekes, City of Burlington Alderman
Kristin Holmberg-Wright, North Bay Trustee	Tyson Fettes, Town of Burlington Board Member
Tom Kramer, Town of Norway Administrator/Treasurer	Margaret Gesner, Health Officer, Secretary

The Central Racine County Board of Health meets on the 3rd Thursday of each month.



10005 Northwestern Avenue, Suite A
 Franksville, Wisconsin 53126
 Phone: (262) 898-4460 FAX: (262) 898-4490
Office Hours: Monday – Friday, 8:00 a.m. - 4:30 p.m.

HEALTH DEPARTMENT CORE FUNCTIONS AND ESSENTIAL SERVICES
CORE FUNCTION: ASSESSMENT
Essential Service 1 – Monitor Health Status
Essential Service 2 – Investigate Health Problems and Hazards
CORE FUNCTION: POLICY DEVELOPMENT
Essential Service 3 – Inform People about Health Issues
Essential Service 4 – Mobilize Communities
Essential Service 5 – Plan to Support Health
CORE FUNCTION: ASSURANCE
Essential Service 6 – Enforce Public Health Laws
Essential Service 7 – Link People to Health Services
Essential Service 8 – Assure a Competent Workforce
Essential Service 9 – Evaluate Effectiveness of Programs
Essential Service 10 – Research for New Solutions

ESSENTIAL SERVICE 1: MONITOR HEALTH STATUS TO IDENTIFY AND SOLVE COMMUNITY HEALTH PROBLEMS

Monitor and assess our community's health status through formal and informal needs assessments and data analyses. Identify threats to health and determine current and emerging health needs. Collaborate with community partners to address health needs.

Wisconsin Statutes 251.05, 251.06

Systematic Data Collection, Analysis and Dissemination

On a regular basis, Central Racine County Health Department (CRCHD) compiles health data to identify the incidence and prevalence of health concerns in the community and to identify the effectiveness of interventions and the community's capacity to address relevant health issues.

2016 Outputs:

- Monitored communicable disease and outbreak data quarterly and presented these findings to Board of Health members and health department staff
- Monitored vital statistics (deaths) on a monthly basis
 - *Identified disease of the heart as the leading cause of death (24% of deaths)*
 - *Identified cancer as the second leading cause of death (22% of deaths)*
 - *The percent of suicides stayed the same while the percent of accidental deaths increased slightly from 2015 to 2016*
- Monitored vital statistics (births) on an annual basis
 - *Identified 921 births in the jurisdiction*
 - *Identified 19 teen births in the jurisdiction*
- Utilized 2016 Racine County Health Ranking report to identify prevalent health issues
- Implemented a SEARCH Institute survey in two school districts to identify developmental assets of youth and their relationship to youth outcomes. Results showed that the more assets kids have, the less likely they are to engage in high-risk behaviors and the more likely they are to engage in thriving behaviors.
- Reviewed a healthcare survey which compared findings from 2003, 2005, 2009, 2012, and 2015 surveys. Some select findings were as follows:
 - *Respondent rating of overall health as "excellent" dropped from 20% to 13% in 2015*
 - *Those not covered by health insurance decreased from 9% to 6% in 2015*
 - *Use of a doctor's or NP's office as the primary place for health services statistically decreased between 2005 to 2015*
 - *Reporting of high blood pressure statistically increased from 2003 to 2015*
 - *Using cigarettes increased from 17% to 26% between 2012 and 2015*
 - *Percent of those overweight went from 70% to 68%, still above the WI and US averages*
 - *In 2015, 22% of children experienced some bullying in the past month, primarily verbal*
- From the healthcare survey, identified primary health concerns and percentage of residents:
 - *Chronic diseases (63%); Alcohol or drug use (59%); Violence (38%); Mental health or depression (37%); Infectious diseases (23%); Teen pregnancy (22%); Infant mortality (4%)*
- Provided Health Department updates via CRCHD website, social media and one mailing

Other Applicable Programs listed under another Essential Services

- All Programs – see Essential Service #2
- All Programs – see Essential Service #9

ESSENTIAL SERVICE 2: IDENTIFY AND INVESTIGATE HEALTH PROBLEMS AND HAZARDS IN THE COMMUNITY

Provide for epidemiological investigation of communicable diseases, disease outbreaks, environmental health hazards, chronic diseases and injuries. Develop and implement prevention and intervention strategies.

Wisconsin Statutes 250, 251, 252 and 254 and DHS 140, 145

Communicable Disease Services

CRCHD is required to investigate nearly 80 reportable communicable diseases (CDs) and sexually transmitted diseases (STDs). A confirmed or probable disease case requires case investigation, follow-up of treatment, individual education, and community education, depending on the disease. Disease reports that ultimately do not meet the case definition still require timely investigation in order to determine if the diagnosis fits the case definition.

2016 Outputs:

- Conducted 309 investigations of reportable confirmed/probable CDs
- Conducted 433 investigations of reportable suspect CDs
- Conducted 357 investigations of reportable STDs
- Conducted 9 investigations of suspect reportable STDs
- Conducted a total of 1,108 investigations
- *STDs remain the number one reportable communicable disease locally, statewide and nationally*

Diseases	Cases*
Communicable 2016	
Blastomycosis	2
Campylobacteriosis	29
Cryptosporidiosis	3
E. Coli STEC	10
Ehrlichiosis/Anaplasmosis	1
Elizabethkingemia	2
Giardiasis	8
Haemophilus Influenzae	5
Hepatitis B (Chronic)	5
Hepatitis C	49
Influenza Hospitalizations	32
Legionellosis	2
Lyme Disease	12
Mumps	2
Mycobacterium (non-TB)	39
Pertussis	35
Q Fever	1
Salmonellosis	13
Shigellosis	12
Streptococcal Disease (A)	4
Streptococcal Disease (B)	11
Streptococcus Pneumoniae	12
Tuberculosis	1
Tuberculosis, Latent	10
Varicella (Chicken Pox)	9
STDs:	
Chlamydia	312
Gonorrhea	45
*Confirmed and Probable Cases	

Disease Outbreak Investigations

CRCHD responds to communicable disease outbreaks such as norovirus, seasonal influenza, and others. Staff provides education, institutional guidance, and test kits as needed.

2016 Outputs:

- Investigated a norovirus outbreak in the community, identifying 36 probable/confirmed cases
- Interviewed 3 residents as part of a multi-jurisdictional norovirus outbreak investigation
- Responded to 20 outbreaks at 7 long-term care facilities
 - 7 Norovirus outbreaks (189 residents and 118 staff)
 - 3 Suspect Norovirus outbreaks (14 residents, 8 staff)
 - 1 Sapovirus outbreak (20 residents and 14 staff)
 - 2 Rhinovirus outbreaks (33 residents, 5 staff)
 - 1 Influenza A/Influenza B outbreak (24 residents, 16 staff)
 - 1 Coronavirus outbreak (7 residents and 4 staff)
 - 1 Respiratory Syncytial Virus/Human Metapneumovirus outbreak (5 residents, 0 staff)
 - 1 Rhinovirus/Respiratory Syncytial Virus outbreak (14 residents, 0 staff)
 - 1 Human Metapneumovirus (10 residents, 0 staff)
 - 2 Acute Respiratory Illness (ARI) outbreaks-pathogen not identified (12 residents, 24 staff)

Outbreak Related Public Information

CRCHD provides outbreak-related information in a variety of formats in order to reinforce health promotion and disease prevention messages.

2016 Outputs:

- Sent a press release regarding an anthrax exercise held in conjunction with partner agencies
- Sent a press release regarding a bat positive for rabies and prevention measures
- Advertised immunization and TB skin test appointments
- Sent a press release on a crow testing positive for West Nile Virus and prevention measures
- Sent blast faxes to healthcare providers on Zika and Ebola recommendations, influenza testing, and treatment of Salmonella infections, to name a few
- Provided guidance to child care facilities and schools upon an identified increase in gastrointestinal illness in Racine County
- Provided guidance and testing of persons exposed to tuberculosis at a community work setting
- Sent blast fax to clinicians, schools and infection control partners regarding a state-wide outbreak of impetigo and hand foot mouth disease

Human Health Hazards Investigations

CRCHD continues to investigate human health hazards which are defined as substances, activities or conditions that are known to have the potential to cause acute or chronic illness or death if exposure to the substances, activities or conditions is not abated.

2016 Outputs:

- Conducted 341 human health hazard investigations interventions

Lead Hazard Investigations

CRCHD receives a small state grant to conduct population-based surveillance of childhood lead levels, provide assessment for signs and symptoms of elevated blood lead levels in children, and complete home visits to provide education for families whose children have elevated lead levels. Staff certified as Lead Hazard Investigators provide home environmental testing for high lead cases.

2016 Outputs:

- Identified and tracked 1,309 blood lead tests completed for CRCHD jurisdiction children
- Identified no children with a venous blood lead level of ≥ 15 ug/dL (two tests)
- Identified no children who met the threshold to receive lead hazard investigation home visits
- Case managed 4 children with elevated blood lead levels, providing information on follow up test recommendations, and education on lead poisoning prevention and treatment
- Provided lead poisoning prevention information to 864 families in a new baby packet

Other Applicable Programs listed under another Essential Services

- Systematic Data Collection, Analysis and Dissemination – see Essential Service #1
- Community Events and Public Outreach – see Essential Service #3
- Radon Testing – see Essential Service #3
- Car Seat Education and Installation – see Essential Service #3
- Child Death Review Team and Fetal Infant Mortality Review – see Essential Service #4
- Childhood Immunization Program – see Essential Service #7
- Adult Services Program – see Essential Service #7

ESSENTIAL SERVICE 3: INFORM, EDUCATE, EMPOWER PEOPLE ABOUT HEALTH ISSUES

Promote healthy behaviors by making health information available in a variety of formats. Regularly share and discuss current and emerging health issues with policy makers and decision-makers. Provide programs and services that reinforce health promotion messages.

Wisconsin State Statute 251

Car Seat Education and Installation

Child safety seats that are used correctly reduce the risk of death by as much as 71%. CRCHD teaches families how to safely transport their children using car seats, booster seats and seat belts.

2016 Outputs:

- Evaluated 20 child safety seats for proper installation
- Provided car seat safety information to 864 families in a new baby packet
- Technicians participated in one community car seat check event
- Mailed one newsletter to residents including information reviewing proper use of child restraints

Radon Testing

CRCHD provides radon test kits to residents at a reduced cost and assists with test result interpretation, mitigation information and referrals for residents whose homes have high radon levels. A naturally occurring radioactive gas, radon causes lung cancer and claims about 20,000 lives annually in the U.S.

2016 Outputs:

- Sold 369 radon kits to residents
- 255 kits sent for analysis; 60.7% had a result above 3.9 pCi/l (recommended remediation level)

Well Water Testing – Bacteria, Nitrates

CRCHD provides free well water test kits to residents for testing of bacteria and nitrates at Wisconsin State Lab of Hygiene (WSLH charges a nominal testing fee). CRCHD also provides assistance with interpretation of test results and mitigation information.

2016 Outputs:

- Provided 67 bacteria/nitrate well water test kits to residents

Community Events and Public Outreach

CRCHD provides educational materials to residents in a variety of formats to promote healthy behaviors. Health topics range from food safety to immunizations, infant safety, emergency preparedness and more.

2016 Outputs:

- Mailed one newsletter to all residents; wrote 24 newsletter articles for municipalities
- Issued regular press releases on topics such as impetigo, severe weather safety, influenza
- Posted information on CRCHD social media accounts daily, including Facebook and Twitter
- Presented at community events such as East and West End Networking Breakfasts, Sealed Air Family YMCA, Baby Expo, churches and civic organizations
- Reached a total of 32 residents at 3 Grapevine health education sessions
- Provided brochures on public health services at multiple venues and online

Other Applicable Programs listed under another Essential Services

- Communicable Disease, Outbreak and Public Information Services – see Essential Service #2
- Community Coalitions and Group Participation – see Essential Service #4
- Childhood Immunization and Adult Services Programs – see Essential Service #7

ESSENTIAL SERVICE 4: MOBILIZE COMMUNITY PARTNERSHIPS AND ACTION TO IDENTIFY AND SOLVE HEALTH PROBLEMS

Convene and collaborate with community groups to undertake prevention and population-focused activities. Develop strategies for assessing and engaging the full range of individual and community assets to improve locally determined health and environmental issues.

Wisconsin State Statute 251

Medication Collection

Medication collections are an important tool in preventing drug abuse as a growing number of youth and adults turn to medicine cabinets in homes as sources of prescription pills. Also, medications flushed down the drain or thrown in the trash can accumulate in the water supply and landfills, endangering the environment. In collaboration with many local partners, CRCHD helps sponsor medication collection events four times a year and provides safe medication disposal education to residents year round. *These collection events are also used as a Cities Readiness Initiative (CRI) drill/exercise.*

2016 Outputs:

- Recorded 1,737 Racine County residents participating in 2016, 61% from CRCHD municipalities
- Collected 3,361 lbs. of medication (controlled and uncontrolled) and 952 lbs. of recyclables

Child Death Review (CDR) /Fetal Infant Mortality Review (FIMR) team

In 2010 CRCHD began chairing the Racine County CDR team funded by state grant dollars, working with law enforcement, Emergency Medical Services, District Attorney's office, Medical Examiner's office, Child Protective Services, and other healthcare agencies. In late 2012 CRCHD received grant funding to begin a FIMR project and is now working on a hybrid CDR/FIMR team. The team works to ensure accurate identification and uniform reporting of the cause, manner and relevant circumstances of every fetal, infant and child death in order to identify preventable causes and inform program and policy direction in the community based on team findings and trend analyses.

2016 Outputs:

- Reviewed 24 childhood deaths (ages 1-21), 26 fetal/infant deaths (stillbirths/ages 0-1), and interviewed 7 mothers
- Conducted 17 fetal death record abstractions
- Identified the leading causes of fetal and infant deaths (0-1) as prematurity and natural causes
- Identified the leading manner of child deaths (1-21) as accidents and natural causes
- Reviewed causes of childhood deaths that might lead to additional prevention efforts

Other Community Coalitions and Group Participation

- Racine County Youth Coalition
- Racine County Immunization Coalition
- Greater Racine Collaborative for Healthy Birth Outcomes
- Safe Kids Kenosha/Racine Coalition
- SE Wisconsin WALHDAB
- Racine Collaborative for Children's Mental Health
- Racine County Family Resource Network
- Racine County Home Visiting Stakeholder's group
- Family Preservation West

Other Applicable Programs listed under another Essential Services

- Systematic Data Collection, Analysis and Dissemination – see Essential Service #1
- Emergency Preparedness – see Essential Service #5

ESSENTIAL SERVICE 5: DEVELOP POLICIES AND PLANS THAT SUPPORT INDIVIDUAL AND COMMUNITY HEALTH EFFORTS

Provide leadership to drive the development of public health plans and policies that are consistent throughout the state but that address local needs.

Wisconsin Statutes 251

Emergency Preparedness

CRCHD strives to ensure that staff are able to respond effectively to public health emergencies, lessen the negative impact of the emergency, and save lives. A public health emergency may be the result of a bioterrorist act, naturally occurring disease, accident, hazmat incident, weather conditions, long-term power outage, contaminated food or water, or pandemic influenza. This work strengthens our capacity to respond and be prepared. In 2016, CRCHD was required to complete objectives relating to public health preparedness, rapid dispensing and Ebola. We participated in meetings and planning with local, regional and state partner agencies to meet required objectives.

2016 Outputs:

- Participated in April 2016 HERC Region 7 Ebola Tabletop Exercise
- Closed identified gaps in Public Health Preparedness Capabilities, including Medical Surge, Non-Pharmaceutical Interventions, Volunteer Management, Public Health Surveillance and Epidemiology, and Medical Countermeasure Dispensing
- Participated in the Milwaukee Metropolitan Statistical Area Exercise Design Team and Exercise (BAT 16) with SE Region public health with a completed AAR.
- All staff completed monthly emergency preparedness training exercises on a variety of topics within the Public Health Emergency Plan (PHEP) and Mass Clinic Plan (MCP)
- Tested communication plans, health alerts, quarantine processes, Incident Command and redundant forms of communication through a variety of drills
- Participated in Racine County Hazard Mitigation Planning Committee, including a Hazard Vulnerability Assessment
- Revised the PHEP, MCP and Racine County Points of Dispensing Plans and completed the Ebola Response Plan
- Provided contractual emergency preparedness services to City of Racine Health Department

Local Policy and Procedure Updates

On an annual basis, the Health Department reviews, updates, and creates new policies and procedures. The Health Department also works with Board of Health to implement new standards and tools as necessary.

2016 Outputs:

- Continued to update all policies and procedures to match format for accreditation
- Continued to add new policies and procedures to account for the new jurisdiction
- Added new policies and procedures for administrative and programmatic requirements
- Updated Quality Assurance policies to include performance standards
- Updated Home Visiting Referral Intake Algorithm to reflect process changes

Other Applicable Programs listed under another Essential Services

- All Programs - see Essential Services #9
- All Programs - see Essential Services #10

ESSENTIAL SERVICE 6: ENFORCE LAWS AND REGULATIONS THAT PROTECT HEALTH AND SAFETY

Efficiently and effectively enforce state and local laws and regulations that protect and promote the public's health.

Wisconsin Statutes 251, 254, ATCP 72, 73, 75, 76, 78, 79, DHS 140, 192, and SPS 221, 390

Environmental Health Licensing and Inspections

CRCHD is an agent for the Department of Agriculture, Trade and Consumer Protection (DATCP) and the Department of Safety and Professional Services (DSPS). Environmental health staff provide licenses and inspections to the establishments listed below. Staff also provide free food safety training classes.

2016 Outputs:

- Completed 1,066 inspections at the 601 establishments licensed by CRCHD
- Inspected 173 transient food vendors
- Established new contracts with DATCP and DSPS related to changes in state structure and statutes

Establishment Type (7/2015 – 6/2016)	Total Establishment Licenses
Body Art	3
Campground	5
Restaurant	249
Retail Food	160
Other Food Establishments	10
Hotels/Motels	18
Pools	61
Schools	31
Temporary Restaurants	63
Summer Camps	1
TOTAL:	601

DNR Well Water Program

In 2013 CRCHD began work as Department of Natural Resources (DNR) agents for public transient non-community well testing in Racine County. *A transient non-community water system is defined as a water system that serves at least 25 people at least 60 days of the year but does not serve the same 25 people over 6 months of the year.* The program requires annual testing for bacteria and nitrate, annual site assessment and a sanitary survey every 5 years.

2016 Outputs:

- Collected 320 water samples for bacteria, nitrate and nitrite
- Completed 120 annual site assessments
- Completed 30 sanitary surveys

Animal Bite/Rabies Investigations

CRCHD continues to investigate all animal bites to ensure the animal is not rabid and the bite victim has not been exposed to rabies. Rabies investigations take a large amount of time with many phone calls and detailed follow-up required to complete an investigation.

2016 Outputs:

- Conducted 191 rabies Investigations

Activities	Bat	Cat	Dog	Raccoon	Skunk	Other	Total
Rabies Type of Bite	4	49	128	3	5	2	191

Other Applicable Programs listed under another Essential Services

- All Programs – see Essential Service # 2
- Car Seat Education and Installation (Injury Prevention) – see Essential Service #3
- Child Death Review Team (Injury Prevention) – see Essential Service #4

ESSENTIAL SERVICE 7: LINK PEOPLE TO NEEDED PERSONAL HEALTH SERVICES

Provide education and outreach as well as referrals, care coordination, and other services that promote health. Assist people to better use public health and health care services to which they have access.

Wisconsin Statutes 251 and DHS 144

Home Visitation Programs

CRCHD receives several grants to provide comprehensive home visitation programs using Healthy Families America (HFA) evidence-based model and Parents as Teachers curriculum. Of importance, CRCHD is a nationally accredited HFA home visiting program, the first public health department in the state to become one. HFA is a signature program of Preventing Child Abuse America that has been providing home visiting services for more than 20 years. Expectant and new parents have common questions about their child's development and HFA connects with families to find the answers to their questions and set meaningful goals while meeting within the familiarity and convenience of the family's own home. HFA is an accessible, voluntary and well received service.

Teen Parenting Support Program

Supported by a United Way of Racine County (UWRC) grant, this program works to ensure that teen parents have a healthy baby, learn parenting skills, delay subsequent pregnancies, graduate from high school and that children of teens develop to their maximum capacity. This program was not renewed in 2016 with the addition of funds for FFHV and RHB.

2016 Outputs

- Provided 215 home visits for 22 families (2015/2016 grant cycle)

Family Foundations Home Visiting (FFHV)

Open to all Racine County residents and funded by Wisconsin Department of Children and Families, Family Foundations Home Visiting is a partnership between home visiting providers and Racine County Human Services Department. Program goals include improving birth outcomes and maternal health, providing service coordination and referrals, and improving child safety, health and development.

2016 Outputs

- Provided 746 home visits for 64 families (2015/2016 grant cycle)

Racine Healthy Babies (RHB)

RHB is funded through Wis. Stats. 253.16 and managed by Racine County Human Services Department. The program supports home visits for pregnant or parenting women who have had a previous preterm birth, low birth weight birth, fetal loss or infant death and pregnant or parenting African American women who have not had a previous loss. Goals include utilizing innovative approaches to reduce poor outcomes, improve maternal health and family functioning, and promote child health, safety and growth.

2016 Outputs

- Provided 384 home visits for 31 families (2015/2016 grant cycle)

Maternal Child Health

CRCHD staff provides maternal child health (MCH) nursing services and education to all residents.

2016 Outputs

- Provided MCH information to 864 families in a new baby packet

School and Daycare Immunization Compliance Program

CRCHD staff work closely with school districts and daycare centers to assure school age children are in compliance with the Wisconsin State Immunization Law.

2016 Outputs

- Tracked school and daycare compliance rates for all schools and daycares in the jurisdiction

Population-Based Immunization Compliance Program

Funded by state grant dollars, this program works to increase immunization rates of all children in the jurisdiction, regardless of provider.

2016 Outputs

- Helped ensure that 78% of children residing in Racine County who turned 24 months of age during the year were up-to-date on their immunizations; coordinated immunization surveillance by sending 1,415 reminder/recall letters to residents
- Case managed 349 children who were not up-to-date, sending 349 reminder/recall letters
- Provided immunization information to 864 families in a new baby packet

Childhood Immunization Program

Through the federal Vaccines for Children Program (VFC), CRCHD receives free childhood vaccines to ensure that children receive and remain up to date on vaccinations. Since 2012, health departments may only use VFC vaccine for those who are underinsured, uninsured, or on Medicaid/Badgercare.

2016 Outputs

- Provided 277 pediatric vaccines to 100 pediatric clients (includes 19 pediatric influenza shots)
- Monitored and will continue to monitor clinic usage as well as overall vaccine coverage rates

Adult Services Program

CRCHD provides an Adult Services Program which includes blood pressure screenings, administration and reading of tuberculin skin tests, homebound flu shots and adult vaccinations.

2016 Outputs

- Provided 38 adult vaccinations (excludes seasonal influenza) for 28 clients
- Tdap vaccine accounted for 58% of adult vaccinations given
- Provided 83 adult seasonal influenza vaccinations through private vaccine purchase
- Administered 103 tuberculin skin tests and provided blood pressure checks

Other Applicable Programs listed under another Essential Services

- Communicable Disease Services – see Essential Service #2
- Community Events and Public Outreach – see Essential Service #3

ESSENTIAL SERVICE 8: ASSURE A COMPETENT PUBLIC HEALTH WORKFORCE

Lead and support efforts to improve the quality, quantity and diversity of health professionals in the state. Promote the development of professional education strategies and programs that address state and local health needs.

Wisconsin Statutes 251 & 252 and DHS 139

Qualified Public Health Professionals

CRCHD Public Health Nurses and Sanitarians are required to provide a copy of their Wisconsin State Licenses. Information is verified with the state at the time of hire and thereafter. Additionally, staff attend continuing education trainings if relevant to the position and approved by the Health Officer.

2016 Outputs:

- CRCHD has a Health Officer, Community Health Program Manager, and Community Health Coordinator who are all Master's prepared and a Bachelor's prepared Fiscal Manager
- CRCHD has eight Public Health Nurses (PHN), all Registered Nurses with a Bachelor's degree, six of eight who are funded exclusively for home visiting work and one of whom is a supervisor
- CRCHD has four Bachelor's prepared Public Health Home Visitors, one of whom is a supervisor
- CRCHD has three Registered Sanitarians (RS) plus a RS Environmental Health Program Manager
- CRCHD has two Public Health Specialists with an MPH
- CRCHD has three Public Health Technicians, the senior one who is licensed as a MA
- Staff completed training as required by their positions and/or a grant

Linkages with Academia

CRCHD has strong linkages with numerous institutions of higher education and serves as a site for student placement, observation, practice experience and internship.

2016 Outcomes:

- Maintained agreements with Alverno College, Medical College of Wisconsin, and University of Massachusetts to precept students
- For 2016 had three student placements at the Health Department
- Worked with University of Wisconsin Milwaukee academic partners on Wisconsin Partnership Program evaluation grant

Linkages with Healthcare Systems

CRCHD has strong relationships with local healthcare systems in order to provide quality staff, programs, and services. Through partnerships, we identify education and training needs as well as opportunities for developing core public health competencies.

2016 Outcomes:

- Maintained Dr. Mark DeCheck as Medical Advisor for the Health Department
- Continued a system of healthcare linkages using a community coordinator for home visitation
- Member of Aurora Health Care Community Steering Council – Walworth and Racine
- Collaborated with Ascension – All Saints for home visiting services and program evaluation

Linkages with School Systems

CRCHD has strong relationships with local school systems, including administrators, school nurses, social workers and other professional staff, in order to provide collaborative programs and services. Much of 2016 was spent working on immunization compliance activities and meetings with schools.

ESSENTIAL SERVICE 9: EVALUATE EFFECTIVENESS, ACCESSIBILITY AND QUALITY OF INDIVIDUAL AND POPULATION BASED HEALTH

Regularly evaluate the public health's system performance, processes and outcomes to provide information necessary to define accountability, allocate resources, and reshape policies and services.

Wisconsin Statutes 250 and DHS 140

Continuous Quality Improvement (CQI)

In 2016 CRCHD received grant funding for one piece of work toward national accreditation to develop an agency Quality Improvement Plan. Through both formal and informal processes, CRCHD documents activities, monitors program fidelity, reviews and analyzes data, and adjusts practices based on findings.

2016 Outputs

- Utilized PHAB (Public Health Accreditation Board) guidelines to start to create an agency Quality Improvement Plan
- Provided ongoing staff supervision and support as well as ongoing program data collection and analyses utilizing WEDSS, WIR, SPHERE, HealthSpace, and Access databases
- Received program feedback from reflective practice, consumer surveys and municipal personnel
- Reviewed and analyzed data through staff supervision, full staff meetings, and board meetings as well as through discussions with staff, participants and self-assessment of job performance
- Adjusted program practices based on findings, both by staff making adjustments to improve job performance and by adopting new practices/policies based on findings
- Utilized the Model for Improvement CQI Framework to increase the monthly expected number of home visits to meet HFA standards
- Updated program brochures using feedback from community members and stakeholders.
- Developed process maps and to ensure consistency and accuracy.

Performance Management

The CRCHD performance management system works to: 1) set organizational objectives across all levels of the department, 2) identify indicators to measure progress toward achieving objectives on a regular basis, 3) identify responsibility for monitoring progress and reporting, 4) identify areas where achieving objectives requires focused quality improvement processes, and 5) identify visible leadership for ongoing performance management.

2016 Outputs

- Utilized PHAB (Public Health Accreditation Board) guidelines to create and revise program goals, indicators and measurements for Community and Environmental Health programs.

Finances and Resource Allocation

CRCHD utilizes Board of Health direction, program process and outcome data, levy constraints, municipal input, and best practices to inform Health Department budgeting.

2016 Outputs

- Developed a budget with a flat levy (1% increase) for 2016 and came in on budget in 2016
- Received income of \$793,659 (levy=36%), \$355,545 (fees/contracts=16%) and \$1,055,442 (grant=48%)
- Ranked 76/88 in per capita levy funding (less than ½ the state average for all local health depts.)

ESSENTIAL SERVICE 10: RESEARCH FOR NEW INSIGHTS AND INNOVATIVE SOLUTIONS TO HEALTH PROBLEMS

Develop partnerships with institutions, colleges, vocational/technical schools, and universities to broaden the range of public health research. Conduct timely scientific analysis of public health issues. Engage testing of innovative solutions at the local and state levels.

Wisconsin Statutes 251 & 252 and DHS 139

Partnerships for Research and Innovation

CRCHD partners with many agencies and programs to further public health innovation and research in the jurisdiction and the state. While many of these partnerships have already been enumerated in the previous Essential Services, they are important enough to the health of the community to recount here. Partnerships and innovations include, but are not limited to the following:

2016 Outputs

- Partnered with 14 new municipalities to implement an updated ordinance
- Partnered with schools, long-term care facilities, daycares, and healthcare systems
- Collaborated with Ascension – All Saints regarding home visiting services
- Collaborated with City of Racine Health Department and Racine Unified School District for consistent communicable disease messaging to students, families and staff
- Worked with school districts and daycare centers to assure immunizations for children
- Provided contracted services for City of Racine Health Department for emergency preparedness, cities readiness initiative, Ebola, child death review, and fetal infant mortality review services
- Participated in the Home Visiting Continuous Quality Improvement (CQI) Committee and SPHERE workgroup for statewide home visiting programs
- Participated in the Home Visiting Collaborative Improvement and Innovation Network (HVCollIN) to achieve breakthrough improvements in select process and outcome measures that are important to the home visiting programs
- Participated in the state emergency preparedness work groups
- Partnered with government, hospital and other agencies to grow the Racine County Home Visiting Network and support an ongoing system of healthcare linkages for home visitation
- Led the Racine County CDR/FIMR team made up of law enforcement, Emergency Medical Services, District Attorney's office, Medical Examiner's office, Child Protective Services, Healthcare (pediatrician and neonatologist), Public Health and other partners
- Worked with United Way of Racine County to ensure success of teen parents and their children
- Collaborated with many agencies to hold four medication collection events
- Contracted with DATCP and DSPS for licensing and inspections and DNR for well testing
- Contracted with WI Department of Health Services for immunization, maternal child health, emergency preparedness, cities readiness initiative, prevention, and lead grant work
- Partnered with Alverno College, University of Massachusetts, and Medical College of Wisconsin
- Participated on the Racine County Youth Coalition, Racine County Immunization Coalition, Greater Racine Collaborative for Healthy Birth Outcomes, Safe Kids Kenosha/Racine Coalition, SE WI Association of Local Health Departments and Boards (WALHDAB), Racine County Home Visiting Stakeholder's group, Racine County Family Resource Network group, Family Preservation West, and Racine Collaborative for Children's Mental Health
- Collaborated with local law enforcement on animal control/rabies investigations

COMMUNITY HEALTH ASSESSMENT (CHA) & COMMUNITY HEALTH IMPROVEMENT PLAN (CHIP) CENTRAL RACINE COUNTY HEALTH DEPARTMENT

CHA Background. Local health departments are required to conduct a community health assessment (CHA) every five years, per Wisconsin Administrative Code. The goal of the CHA is to collect, review, and analyze health data in the community. This report helps us understand the health status of our community and the factors that impact health. Data are gathered from a variety of sources and through various methods of data collection. Essential to the CHA is the input of many community sectors to provide various perspectives in the analysis of data and determination of assets, resources and health challenges. Central Racine County Health Department conducted a CHA in 2014 and will substantially update the plan in 2017 to include all 14 communities in the jurisdiction.

CHA Process: The Health Department puts together a team of community partners to discuss the CHA process, develop questions for a community partner and stakeholder survey, and identify other possible data sources and methods. Aurora Healthcare puts together a team to develop questions for a resident survey that is conducted by hospitals systems every three years in conjunction with local public health. Using these survey data and information from other sources, a preliminary CHA is developed. These preliminary findings are then communicated to the public, partners, stakeholders, other agencies, associations and organizations for feedback and input.

CHIP Background. Local health departments are required to develop a community health improvement plan, per Wisconsin Statutes. The goal of the CHIP is to take information gathered in the CHA, combined with additional input from community members, Board of Health, and governmental, business and community agency stakeholders, and translate it into a meaningful roadmap to improve our community's health together. This plan is meant to be a community vision for health areas that the community would like to see improved. In 2014 Central Racine County Health Department conducted a CHIP and will substantially update the plan in 2017 to include all 14 communities in the jurisdiction. The issues identified in the 2014 CHIP include: Child Abuse and Neglect; Mental Health; Alcohol & Prescription Drug Misuse; Infant and Child Mortality; and, Obesity.

CHIP Process: The CHA provides the basis for the CHIP. It serves as a mechanism for setting priorities, planning program development, funding applications, policy changes, coordination of community resources to improve the health of the population. The team develops the CHIP by highlighting health issues and themes that currently resonate most strongly with community partners and residents as well as identifying community assets and resources. The team then examines the CHA data and impact, develops goals and intervention strategies, and ultimately provides a roadmap for our health department's work to address critical health issues.

PLEASE CONSIDER BEING PART OF THE CHA AND/OR CHIP TEAM.

Call 262-898-4463 for more information.

**THANK YOU FOR FILLING OUT THE COMMUNITY PARTNER SURVEY
THAT WILL BE COMING TO YOU SOON!**



DATE: May 2, 2017

SUBJECT: **RESOLUTION 4843(1)** to consider approving the Agreement between the City of Burlington and the Burlington Pool Corporation for the Daily Operations, Maintenance, and future Capital Improvements costs of the New Pool to be located in Devor Park.

SUBMITTED BY: Carina Walters, City Administrator

BACKGROUND/HISTORY:

As part of the overall approval process, the City and the Burlington Pool Corp., needed to create a mutually beneficial agreement that outlines the roles and responsibilities of the Pool Board and City for the long-term maintenance and financial obligations of the once constructed pool.

After several months of negotiations, both City staff and the Burlington Pool Corp., are in agreement with the terms outlined in the attached document.

BUDGET/FISCAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval of the Pool Agreement.

TIMING/IMPLEMENTATION:

This item was discussed at the May 2, 2017 Committee of the Whole meeting and scheduled for final consideration at the May 16, 2017 Common Council meeting.

ATTACHMENTS:

POOL AGREEMENT

**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF BURLINGTON
AND THE BURLINGTON COMMUNITY POOL CORPORATION FOR
THE BURLINGTON COMMUNITY POOL PROJECT**

WHEREAS, the City of Burlington voters affirmed the results of the referendum, in which 3,383 of the 4,850 residents that voted for the pool referendum, voted in favor of authorizing the Common Council to spend up to \$5.4 million for the construction of the pool; and,

WHEREAS, the City is constructing a new community swimming pool and related facilities/buildings on the real property owned by the City, located at 394 Amanda Street, Burlington, Wisconsin known as Devor Park; and,

WHEREAS, the City will be solely responsible for (i) determining the Plans for the New Pool, (ii) constructing the New Pool, and (iii) paying for the construction costs of the New Pool Project; and,

WHEREAS, for many years the City has, with the help of the Pool Corp and service clubs in the Burlington community, operated and maintained a community swimming pool and related facilities/buildings that was first constructed on the Property in the year 1962; and,

WHEREAS, this Agreement is being entered into by the City and the Pool Corp because it is the intent of both parties that once the New Pool is constructed and open to the public as a community swimming pool, that the Pool Corp will then be responsible for the daily operations, maintenance, and future capital improvement costs of the New Pool, subject to the terms of this Agreement, dated April 25, 2017 and attached hereto as Exhibit "A"; and,

WHEREAS, the City Administrator and City Attorney have reviewed the proposed agreement, attached hereto and made a part hereof, and recommend its approval.

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Burlington, Racine County, State of Wisconsin, that the agreement with the Burlington Community Pool Corp., dated April 25, 2017, is hereby approved and the Mayor is authorized to execute said agreement on behalf of the City.

Introduced: May 2, 2017
Adopted:

Jeannie Hefty, Mayor

Attest:

Diahn Halbach, City Clerk

POOL AGREEMENT

This agreement (“Agreement”) is made and entered into this ____ day of _____, 2017, by and between:

- a) The CITY OF BURLINGTON, WISCONSIN, being a municipal corporation organized under the laws of the State of Wisconsin (hereinafter, the “City”), with its City Hall located at 300 North Pine Street, Burlington, Wisconsin 53105; and
- b) The BURLINGTON COMMUNITY POOL CORP., being a not-for-profit corporation organized under the laws of the State of Wisconsin (hereinafter, the “Pool Corp”), with its offices located at _____, Burlington, Wisconsin 53105.

Introduction

The City is constructing a new community swimming pool and related facilities/buildings (collectively, the “New Pool”) on the real property owned by the City, located at 394 Amanda Street, Burlington, Wisconsin (the “Property”), and known as Devor Park.

For many years the City has, with the help of the Pool Corp and service clubs in the Burlington community, operated and maintained a community swimming pool and related facilities/buildings (the “Old Pool”) that was first constructed on the Property in the year 1962. The Old Pool still exists on the Property and is still open to the public for swimming and water-related recreational uses, but is beyond its useful life, is in a state of disrepair and needs to be replaced with a new swimming pool.

With the help of a study done by Ayres Associates, located at _____, the City has determined that it is in the best interests of the community to build and construct the New Pool as specified in the plans, drawings, blueprints, and specifications (collectively, the "Plans") approved by the City in Resolution No. _____, adopted by the City of Burlington Common Council on the date of _____.

It is anticipated that the New Pool will be constructed in a time frame such that there will be substantial completion of the project (the "Project") on or about the date of _____, with final completion of the Project on or about the date of _____. It is further anticipated that the New Pool will then become open to the public as a community swimming pool on or about the date of _____.

The City will be solely responsible for (i) determining the Plans for the New Pool, (ii) constructing the New Pool, and (iii) paying for the construction costs of the New Pool Project.

This Agreement is being entered into by the City and the Pool Corp because it is the intent of both parties that once the New Pool is constructed and open to the public as a community swimming pool, that the Pool Corp will then be responsible for the daily operations, maintenance, and future capital improvement costs of the New Pool, subject to the terms of this Agreement. The parties are entering into this Agreement for such purposes.

The City of Burlington Common Council has authorized the City to enter into this Agreement for the above-stated purposes pursuant to Resolution No. _____, which was adopted by the Common Council on the date of _____.

Agreement

1. “Introduction” is Correct. The above “Introduction” is true and correct, and is hereby incorporated into this Agreement by reference.

2. Duties of Pool Corp. Pool Corp hereby agrees, as a fiduciary duty owed to the City, to (i) operate the New Pool, and (ii) perform all of the duties imposed upon the Pool Corp under this Agreement, all in strict conformance with the terms and provisions of this Agreement.

3. Section 501(c)(3) Status. At all times during the term of this Agreement, the Pool Corp shall continue to conduct its corporate affairs in a manner and fashion consistent with, and in compliance with, the laws, rules, and regulations governing Section 501(c)(3) corporations, and/or with any other applicable laws, rules, or regulations for such entities presently having Section 501(c)(3) status with the Internal Revenue Service/State of Wisconsin Department of Revenue. Attached hereto as Exhibits A and B, respectively, are the Articles of Incorporation and Bylaws of the Pool Corp.

4. Term. This Agreement shall continue indefinitely in full force and effect unless and until one of the following events occurs:

- a) Termination by the Pool Corp: The Pool Corp gives to the City a written notice of such termination at least One (1) Year prior to the date of termination stated in the said notice. No cause shall be required to terminate the Agreement under this Subparagraph 4(a).
- b) Termination by the City: No Cause Required: The City gives to the Pool Corp a written notice of such termination, at least One (1) Year prior to the date of termination stated in the said notice. No cause shall be required for the City to terminate the Agreement under this Subparagraph 4(b).

- c) Termination by the City: For Cause: The City gives to the Pool Corp a written notice of such termination for cause, with the date of termination stated in the notice to be a date determined by the City. This termination for cause shall require the affirmative vote of two-thirds (2/3) of the members elect of the Common Council.
- d) Mutual Agreement: Both the City and the Pool Corp agree in writing to terminate this Agreement.
- e) Definition of Cause: The word “cause” as used in above Subparagraph 4(c) shall include, but not be limited to:
1. The Common Council not approving the Pool Corp’s annual budget, as described in below Subparagraph 9(a) of this Agreement, and/or
 2. The Pool Corp not fulfilling its duties and obligations under this Agreement, despite the City giving to the Pool Corp a prior written notice of such a failure of performance under the Agreement, and a reasonable period of time for the Pool Corp to cure such failure of performance; and/or
 3. An emergency and/or exigent situation exists, as determined by the City in its sole and absolute discretion, regarding the matters within the purview of this Agreement and/or pertaining to the New Pool.
- f) Transfer of Funds: On the date that this Agreement is terminated in the manner described in above Subparagraphs 4(a) through 4(d) of this Agreement, and except as otherwise specified in below Paragraph No. 18(H) of this Agreement related to Pool Corp monies held by the Burlington Community Fund, the Pool

Corp shall immediately transfer to the City all of the monies held by the Pool Corp. This shall include, but not be limited to, (i) the monies considered to be the endowment fund (except for the Pool Corp monies held by the Burlington Community Fund, as noted above and further specified below), (ii) monies raised through donations from third parties for the New Pool and its operation, and (iii) the Pool Corp's reserve fund account described in below Paragraph 8(c). The City shall then use the said transferred funds solely for the operation, maintenance, and repair of the New Pool, and to pay the then-existing debts and/or financial obligations of the Pool Corp, to the extent the transferred funds are sufficient in amount to pay the same. (The City shall not be obligated to pay any then-existing debts and/or financial obligations of the Pool Corp in excess of the amount of the transferred funds.)

5. New Pool Employees. The Pool Corp shall, at its own cost and expense, hire a sufficient number of employees to operate the New Pool (i) in a proper and safe manner, and (ii) in compliance with all governmental laws, rules, and regulations applicable to the operation of the New Pool. The New Pool employees shall not, in any manner, be deemed City employees.

6. Pool Manager. The Pool Corp shall, at its own cost and expense, employ and/or retain, as an employee(s) of the Pool Corp and/or as an independent contractor(s) for the Pool Corp, a person(s) or entity(ies) to operate, direct, and supervise the actual functioning and day-to-day operations of the New Pool (the "Pool Manager"). The Pool Manager shall:

- a) Have knowledge regarding and experience in the operation of community swimming pools; and

- b) Prior to being hired and/or retained by the Pool Corp, be approved by the City, which approval the City shall not unreasonably withhold.

7. Maintenance. As between the City and the Pool Corp, and subject to the provisions of below Paragraph 18(c), the Pool Corp shall be solely responsible for the cost and expense of maintaining the New Pool and keeping it in a good-working, clean, debris-free, sanitary, healthy, and aesthetically pleasing condition, consistent with the Plans for the New Pool and its new-construction condition. The Pool Corp (i) shall not allow or cause any lien claim(s) to arise with respect to the Property, and (ii) shall timely pay all of its debts and financial obligations.

8. Financial Reports. The Pool Corp shall, at its own cost and expense:

- a) Provide to the City, at such times as the City may request, a written financial report on information requested, from time to time, by the City; and
- b) Provide to the City, on or before March 31 of each year, an annual financial statement, prepared by a Wisconsin-licensed certified public accountant, of the financial condition of the Pool Corp and the New Pool operations for the prior calendar year; and
- c) Prepare an annual budget each year for the operation of the Pool Corp and the New Pool, such annual budget to be prepared no later than November 30 of the prior year, with a copy of the annual budget to then be delivered to the City on or before November 30 of the said prior year. Among other things, each annual budget shall include a reserve fund and an infrastructure improvement plan (to the extent that any infrastructure improvements are reasonably required and/or desired by the Pool Corp) satisfactory to the City for the Pool Corp's financial operations for the New Pool for the said year.

9. Common Council Approvals. The prior approval of the City of Burlington Common Council, through a written adopted resolution of the Common Council, shall be required for:

- a) The annual budget of the Pool Corp, described in above Paragraph 8(c), and/or any subsequent changes or modifications to the same (the City approval for the same shall be in the sole and absolute discretion of the City); and
- b) The hiring/retaining of a Pool Manager, described in above Paragraph 6(b) (the City approval shall not be unreasonably withheld); and
- c) Any modification or change to the New Pool that is not consistent with or in compliance with the City's Plans for the New Pool (the City approval shall be in the sole and absolute discretion of the City).
- d) An investment arrangement(s) described in below Subparagraph I(3).

10. Hold Harmless. The Pool Corp shall, and hereby does, AGREE TO INDEMNIFY AND HOLD HARMLESS the City and its officials, officers, employees, consultants, contractors, and/or agents from and against any and all claims, actions, judgments, damages, costs, and expenses (including, but not limited to, reasonable actual attorney fees), and/or any other liability of any nature whatsoever, that may arise, directly or indirectly, as a result of (i) the City being a party to this Agreement, and/or (ii) the Pool Corp and/or its directors, officers, employees, volunteers, consultants, contractors, and/or agents failing to comply with the provisions of this Agreement; and/or (iii) the negligence and/or intentional torts of the Pool Corp and/or its directors, officers, employees, volunteers, consultants, contractors, and/or agents.

11. Insurance. During the term of this Agreement, the Pool Corp shall be named as an additional insured with the City's existing insurance carrier, with coverage provided for by the City for the New Pool in the same manner and extent as the City provides for its other City-

owned properties. The City shall pay for any additional premium cost required to name the Pool Corp as an additional insured on the City's said insurance.

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

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

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

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

If to Pool Corp:

Burlington Community Pool Corp.

Attention: _____

Telephone: _____

Facsimile: _____

E-mail: _____

If to the City:

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

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

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

16. No Assignment. Pool Corp may not assign or transfer to any third party its rights, duties, and obligations under this Agreement.

17. No City Funding. Except for the Project costs described in above Paragraph No. 1/Introduction, for the construction of the New Pool, and except for any other costs that are expressly stated in this Agreement as being payable by the City, the City shall not in any manner be obligated to pay to the Pool Corp (or any other person/entity) any monies, whether for the operation of the New Pool, the maintenance of the New Pool, or for any other reason.

18. Special Provisions.

A. Control of the Property. At all times, the City (and not the Pool Corp) shall have exclusive use and control of the area of the Property located outside of the New Pool and its fenced-in area.

B. Control of the New Pool. Commencing on the date of April 1 and ending, up to, and including, the date of September 30 of each year during the term of this Agreement, the Pool Corp shall have the exclusive use and control of the New Pool, all subject to the terms and provisions of this Agreement. At all other times during the term of this Agreement (i.e. from October 1, up to, and including, the date of March 31 of each year), the City shall have the exclusive use and control of the New Pool.

C. Maintenance and Utilities. The provisions of above Paragraph No. 7, regarding the maintenance of the New Pool, shall be complied with (i) by the Pool Corp during the time periods that it has the exclusive use and control of the New Pool, as described in above Subparagraph (B), and (ii) by the City during the time periods that it has exclusive use and control of the New Pool, as described in above Subparagraph (B). This maintenance obligation of the City, however, shall not be deemed to (i) create any other obligations under this Agreement with respect to the New Pool, and/or (ii) diminish or modify any of the obligations of the Pool Corp under this Agreement to be solely responsible for the future capital improvements of the New Pool and/or the repair/replacement of the New Pool and its infrastructure. During the time periods that a party to this Agreement has the exclusive use and control of the New Pool, that party shall, at its own cost and expense, be responsible for (i) the timely payment of the utilities (telephone, electricity, natural gas, sanitary sewer, water) pertaining to the New Pool, (ii)

the payment for refuse/recycling collection services for the New Pool, and (iii) the payment for janitorial services to keep the New Pool in a clean and sanitary condition.

D. Parking Lot, Driveway, and Outside Bathroom. The City, at the City's own cost and expense, shall:

- 1) Keep the parking lot and driveway servicing the Property in good repair and in a good condition; and
- 2) Plow the snow off of the said parking lot and driveway, when, and if, the City so elects.
- 3) Maintain and keep in a sanitary and clean condition the outside bathroom of the New Pool (i.e. the bathroom that can be and/or is accessible to the public, even when the rest of the New Pool is capable of being closed to the public, hereafter referred to as the "Outside Bathroom"), at such time(s) of the day when the Outside Bathroom is (i) open to the public, but (ii) the New Pool is otherwise closed to the public. (At the times that the New Pool is open to the public and being operated by the Pool Corp, the Pool Corp shall, at its own cost and expense, keep the Outside Bathroom in the said sanitary and clean condition.)

E. Grass Cutting by the City. The City shall, at its own cost and expense, and at times that are consistent with its regularly-established schedule and availability of workers for such work:

- 1) Cut the grass and trim the vegetation, and in general perform the landscaping work for the area of the Property that is located outside of the New Pool and its fenced-in area; and

- 2) Also perform such work for the area of the Property that includes the New Pool and its fenced-in area during the time periods that the City has the exclusive use and control of the New Pool, as described in above Subparagraph (B).

F. Grass Cutting by the Pool Corp. The Pool Corp shall, at its own cost and expense, cut the grass and trim the vegetation, and in general perform the landscaping work for (i) the area of the Property on which the New Pool is located, and (ii) the fenced-in area of the New Pool, and (iii) the areas immediately adjacent to the new building that is a part of the New Pool all to keep the said areas in a neat and trim condition.

G. Contingency on the Construction of the New Pool. This Agreement is contingent upon the City constructing, and completing, the New Pool.

H. Burlington Community Fund. It is anticipated that some of the monies raised by the Pool Corp for the New Pool, through donations and/or charitable contributions, may be transferred by the Pool Corp to the Burlington Community Fund (the "Fund") for safekeeping. In the event that the Pool Corp does elect in the future to make such a transfer of monies to the Fund, or in any other manner use the Fund for the purpose of soliciting and obtaining such donations/contributions for the New Pool, then any such arrangement and/or agreement between the Pool Corp and the Fund shall expressly provide, in writing, that:

- 1) The Pool Corp may withdraw from the Fund such amounts of monies, as may be determined by the Pool Corp from time to time, in the Pool Corp's

absolute discretion, for use by the Pool Corp in meeting its obligations under this Agreement; and additionally

- 2) In the event this Agreement is terminated, as elsewhere provided in this Agreement, then the Fund shall distribute to the City the said transferred/donated/ contributed monies then held by the Fund in such amounts and at such time(s) as the City may request of the Fund from time to time, in the City's sole and absolute discretion, for use by the City with respect to the New Pool and/or the payment of remaining debt of the Pool Corp.

It is the intent of the Pool Corp, the City, and the Fund that distributions of such monies held by the Fund shall be at the discretion of the Pool Corp and/or the City, in the manner described above, and not at the discretion of the Fund.

The Fund joins in this Agreement by executing the attached Addendum X, for the purpose of making effective the provisions of this present Subparagraph 18(H), and is accordingly a party to this Agreement for that sole and specific purpose.

I. Depositories for Funds. In keeping with the provisions of above Subparagraph H and its intent that Pool Corp monies always be readily available and immediately accessible for use by the Pool Corp to meet its financial obligations under this Agreement, the Pool Corp shall only keep and/or deposit its monies:

- 1) In a Wisconsin-licensed commercial bank and/or credit union, and/or the Fund as described in Subparagraph H;
- 2) In an account(s) that does allow the Pool Corp (and/or the City upon the termination of this Agreement, as described above) to withdraw the

monies from the account(s) in such amounts and at such times as desired by the Pool Corp (or the City, upon termination of this Agreement), in the sole and absolute discretion of the Pool Corp/City, without financial penalty.

- 3) Except for the above-stated bank(s), credit union(s), and/or the Fund, the Pool Corp shall obtain the prior written approval of the City for any other investment arrangement(s) that the Pool Corp may wish to use for the deposit and/or investment of its monies.

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

CITY:
City of Burlington, Wisconsin

POOL CORP:
Burlington Community Pool Corp.

By: _____
Jeannie Hefty
Mayor

By: _____
President

Attest: _____
Diahnn Halbach
City Clerk

Attest: _____
Secretary

ADDENDUM X

The Burlington Community Fund, Ltd., being a Wisconsin non-stock corporation, with its Registered Agent being Atty. Brian R. Wanasek, 133 South Pine Street, Post Office Box 717, Burlington, Wisconsin 53105, HEREBY AGREES with the Pool Corp and the City to comply with the provisions of Subparagraph 18(H) of the "Pool Agreement" to which this Addendum X is attached.

Dated: _____, 2017.

Burlington Community Fund, Ltd.

By: _____
Name:

Title:

Attest: _____
Name:

Title:



DATE: May 2, 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:

This item was introduced at your April 5, 2017 Committee of the Whole meeting; however, due to the Organizational Meeting on April 18, was not finalized. As this is a New Council, this item is set for tonight's Committee of the Whole meeting and for final consideration the same evening.

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 was discussed at the April 5, 2017 Committee of the Whole meeting and is for discussion once again at tonight's Committee of the Whole meeting 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 & May 2, 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

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

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

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

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

7 ~~additional description of any of lines 450-484 or 520-524 or attach as a separate document to line 525)~~, on the following terms:

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

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

12 _____
13 ■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise provided below.

14 ■ INCLUDED IN PURCHASE PRICE: Seller is including in the purchase price the Property, all Fixtures on the Property on the
15 date of this Offer not excluded at lines 18-19, and the following additional items:
16 _____
17 _____

18 ■ NOT INCLUDED IN PURCHASE PRICE: _____
19 _____

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

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

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

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

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

29 ~~**BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer~~
30 ~~or before _____ Seller may bear the Property on this~~

31 ~~make and accept secondary offer after binding acceptance of this Offer~~

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

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

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

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

40 Seller's recipient for delivery (optional): Carina Walters, Burlington City Hall, 300 North Pine Street, Burlington, Wisconsin 53105

41 Buyer's recipient for delivery (optional): William Stone, 1072 288th Avenue, Burlington, Wisconsin

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

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

47 (4) **U.S. Mail:** depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party,
48 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.

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

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

51 (5) **E-Mail:** electronically transmitting the document or written notice to the Party's e-mail address, if given below at line
52 55 or 56. If this is a consumer transaction where the property being purchased or the sale proceeds are used primarily for
53 personal, family or household purposes, each consumer providing an e-mail address below has first consented electronically

54 to the use of electronic documents, e-mail delivery and electronic signatures in the transaction, as required by federal law.

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

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

57 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller
58 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 and does not apply to any portion of the Property that is to be sold to Buyer at closing. Buyer's occupancy of the Property shall be~~
 61 ~~free of all liens and encumbrances except for personal property belonging to current tenants or that sold to Buyer or left~~
 62 ~~with Buyer's occupancy shall be given subject to tenant's rights.~~

63 **PROPERTY CONDITION REPRESENTATIONS** ~~Seller represents to Buyer that as of the date of acceptance Seller has no~~
 64 ~~notice or knowledge of any conditions affecting the Property or any part thereof (see lines 163-164 and 205-206) 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 made a part of this Offer by reference **CONCRETE 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 _____~~ 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)**

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

190 **FINANCING CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written _____

191 _____ [INSERT LOAN PROGRAM OR SOURCE] first mortgage

192 loan commitment as described below, within _____ days of acceptance of this Offer. The financing selected shall be in an

193 amount of not less than \$ _____ for a term of not less than _____ years, amortized over not less than _____ years.

194 Initial monthly payments of principal and interest shall not exceed \$ _____. Monthly payments may

195 also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance

196 premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay discount points and/or loan origination

197 fee in an amount not to exceed _____ % of the loan. If the purchase price under this Offer is modified, the financed amount,

198 unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the

199 monthly payments shall be adjusted as necessary to maintain the term and amortization stated above.

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

201 **FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____ %.

202 **ADJUSTABLE RATE FINANCING:** The initial annual interest rate shall not exceed _____ %. The initial interest

203 rate shall be fixed for _____ months, at which time the interest rate may be increased not more than _____ % per

204 year. The maximum interest rate during the mortgage term shall not exceed _____ %. Monthly payments of principal

205 and interest may be adjusted to reflect interest changes.

206 If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 458-464 or

207 526-534 or in an addendum attached per line 525.

208 **BUYER'S LOAN COMMITMENT:** Buyer agrees to pay all customary loan and closing costs, to promptly apply for a

209 mortgage loan, and to provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described

210 in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no

211 later than the deadline at line 192. **Buyer and Seller agree that delivery of a copy of any written loan commitment to**

212 **Seller (even if subject to conditions) shall satisfy the Buyer's financing contingency if, after review of the loan**

213 **commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall**

214 **accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of**

215 **unacceptability.**

216 **CAUTION: The delivered commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide**

217 **the loan. BUYER, BUYER'S LENDER AND AGENTS OF BUYER OR SELLER SHALL NOT DELIVER A LOAN**

218 **COMMITMENT TO SELLER OR SELLER'S AGENT WITHOUT BUYER'S PRIOR WRITTEN APPROVAL OR UNLESS**

219 **ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.**

220 **SELLER TERMINATION RIGHTS:** If Buyer does not make timely delivery of said commitment, Seller may terminate this

221 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

222 commitment.

223 **FINANCING UNAVAILABILITY:** If financing is not available on the terms stated in this Offer (and Buyer has not already

224 delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of

225 same including copies of lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is

226 named in this Offer, Seller shall then have 10 days to deliver to Buyer written notice of Seller's decision to finance this

227 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

228 extended accordingly. If Seller's notice is not timely given, this Offer shall be null and void. Buyer authorizes Seller to obtain

229 any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

230 **IF THIS OFFER IS NOT CONTINGENT ON FINANCING:** Within 7 days of acceptance, a financial institution or third party

231 in control of Buyer's funds shall provide Seller with reasonable written verification that Buyer has, at the time of verification,

232 sufficient funds to close. If such written verification is not provided, Seller has the right to terminate this Offer by delivering

233 written notice to Buyer. Buyer may or may not obtain mortgage financing but does not need the protection of a financing

234 contingency. Seller agrees to allow Buyer's appraiser access to the Property for purposes of an appraisal. Buyer understands

235 and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this Offer is subject to an

236 appraisal contingency, nor does the right of access for an appraisal constitute a financing contingency.

237 **APPRAISAL CONTINGENCY:** This Offer is contingent upon the Buyer or Buyer's lender having the Property appraised

238 at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated

239 subsequent to the date of this Offer indicating an appraised value for the Property equal to or greater than the agreed upon

240 purchase price. This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers to

241 Seller a copy of the appraisal report which indicates that the appraised value is not equal to or greater than the agreed upon

242 purchase price, accompanied by a written notice of termination.

243 **CAUTION: An appraisal ordered by Buyer's lender may not be received until shortly before closing. Consider whether**

244 **deadlines provide adequate time for performance.**

DEFINITIONS CONTINUED FROM PAGE 3

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

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

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

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

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

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

518 ~~**RIGHT TO CURE:** Seller (shall/shall not) **STRIKE ONE** ("shall" if neither is stricken) have a right to cure the Defects. If~~
 519 ~~Seller has the right to cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of~~
 520 ~~Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects; (2) curing the Defects in a good and~~
 521 ~~workmanlike manner; and (3) delivering to Buyer a written report detailing the work done within 3 days prior to closing. This~~
 522 ~~Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and: (1)~~
 523 ~~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~~
 524 ~~or (b) Seller does not timely deliver the written notice of election to cure.~~

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

526 **ADDITIONAL PROVISIONS/CONTINGENCIES**

527 _____
 528 _____
 529 _____
 530 _____
 531 _____
 532 _____
 533 _____
 534 _____

535 This Offer was drafted by [Licensee and Firm] Burlington City Attorney John M. Bjelajac

536 _____ on March 28, 2017

537 ~~(x) Buyer's Signature ▲ Print Name Here ▶ _____ Date ▲ _____~~

538 ~~(x) Buyer's Signature ▲ Print Name Here ▶ _____ Date ▲ _____~~

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

542 ~~_____ Broker (by)~~

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

546 ~~(x) Seller's Signature ▲ Print Name Here ▶ _____ Date ▲ _____~~

547 ~~(x) Seller's Signature ▲ Print Name Here ▶ _____ Date ▲ _____~~

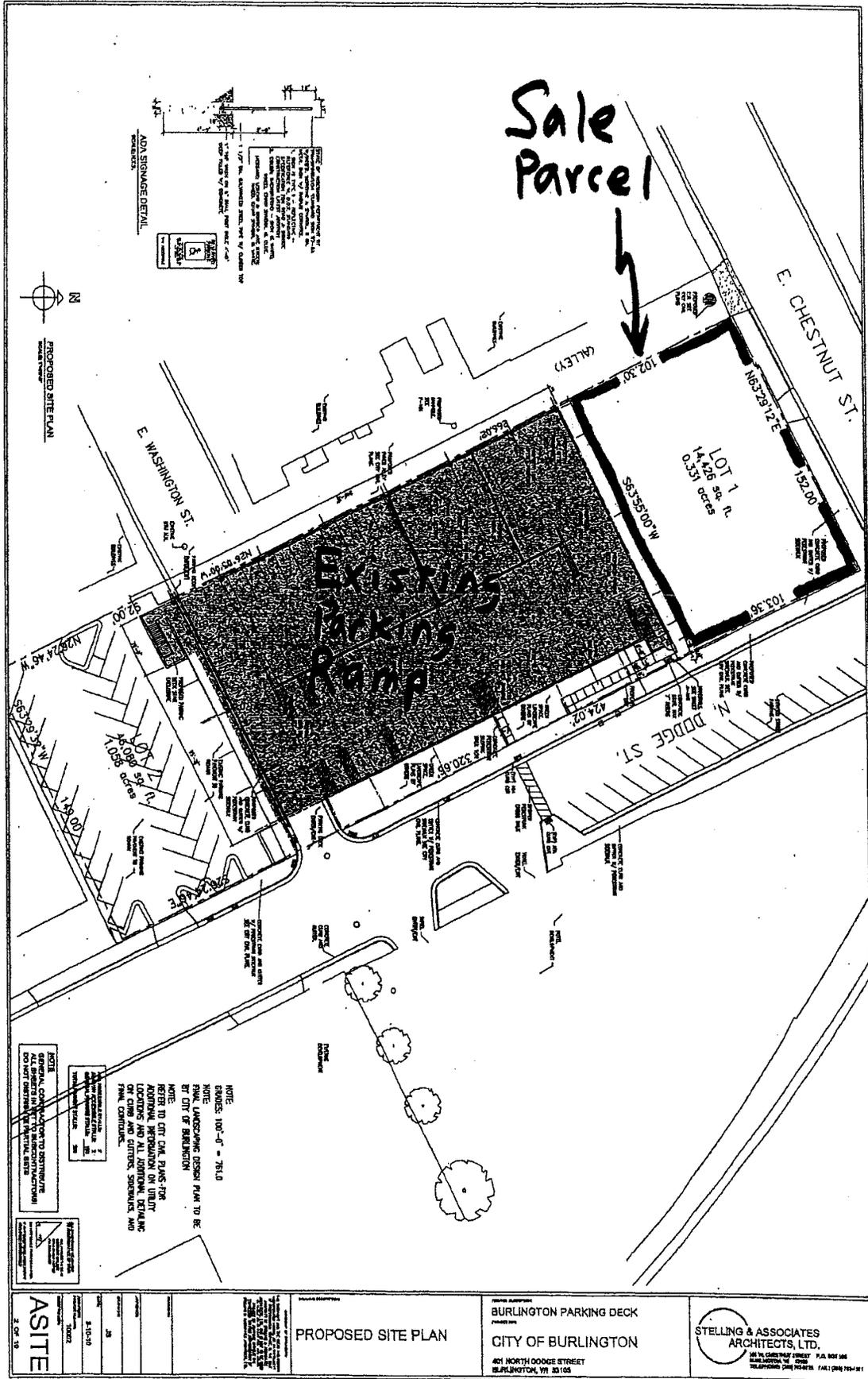
550 This Offer was presented to Seller by [Licensee and Firm] _____

551 _____ on _____ at _____ a.m./p.m.

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

553 _____ Seller Initials ▲ Date ▲ _____ Seller Initials ▲ Date ▲ _____

Addendum A



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



DATE: May 2, 2017

SUBJECT: **RESOLUTION 4844(2)** to consider Task Order Number 102, with Kapur and Associates, regarding Engineering Services for the Restroom Facility Replacement at the Congress Street Ball Diamond for the not-to-exceed amount of \$15,118.

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

BACKGROUND/HISTORY:

The restroom facility off of Congress Street, adjacent to the Congress Street ball diamond is severely dilapidated and does not meet ADA requirements. The Park Board has previously discussed this issue and recommend to the Common Council moving forward with replacement of this restroom.

Task Order #102 includes engineering services for the complete design and specification preparation, bidding and construction management for the restroom facility replacement at the Congress Street Ball Diamond.

BUDGET/FISCAL IMPACT:

The cost of Task Order No. 102 is \$15,118. This project will be paid by the General Obligation Bonds to be issued by the Common Council.

RECOMMENDATION:

Staff and the Park Board recommend approval of this Task Order.

TIMING/IMPLEMENTATION:

This item is for discussion at the May 2, 2017 Committee of the Whole meeting and scheduled for final consideration at the May 16, 2017 Common Council meeting.

ATTACHMENTS:

Resolution
Task Order No. 102

RESOLUTION NO. 4844(2)
Introduced by: Committee of the Whole

A RESOLUTION APPROVING TASK ORDER NUMBER ONE HUNDRED TWO WITH KAPUR AND ASSOCIATES, INC. FOR THE RESTROOM FACILITY REPLACEMENT AT CONGRESS STREET BASEBALL DIAMOND FOR THE NOT-TO-EXCEED AMOUNT OF \$15,118

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

WHEREAS, the City has requested assistance to provide engineering services for the complete design and specification preparation, bidding and construction management for the restroom facility replacement at the Congress St. ball diamond. The improvements will consist of the demolition and replacement of the existing restroom facility on Congress St. They also include: survey and mapping of the existing restroom facility, review of record drawings, provide detailed plans and specifications for bidding purposes, one soil boring for structural design of footings, attend meetings as necessary, oversight of construction activities, construction staking, coordinate and review shop drawings, process pay requests and all aspects associated with bidding and construction management.

This has resulted in a task order, a copy of which is attached hereto and made a part thereof; and,

WHEREAS, said task order is for the not-to-exceed amount of \$15,118 and has been recommended for approval by the Director of Public Works and the Park Board.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Burlington Task Order Number One Hundred Two is hereby approved for the not-to-exceed amount of \$15,118.

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

Introduced: May 2, 2017
Adopted:

Jeannie Hefty, Mayor

Attest:

Diahn Halbach, City Clerk

**TASK ORDER NUMBER #102
CIVIL ENGINEERING SERVICES**

This Task Order is made as of February 22, 2017, under the terms and conditions established in the MASTER AGREEMENT FOR ENGINEERING SERVICES, (the Agreement), between the **City of Burlington (Owner)** and **Kapur & Associates, Inc. (Engineer)**. This Task Order is made for the following purpose:

Provide civil engineering services for the complete design and specification preparation, bidding and construction management for Restroom Facility Replacement to Beaumont/Congress Field. The Improvements will consist of the demolition and replacement of the existing restroom facility at Beaumont/Congress Field.

Section A. – Scope of Services

Engineer shall perform the following Services:

Plan Preparation Activities

1. Survey and mapping of the existing restroom facility at Beaumont/Congress Field. The survey shall cover adequate limits to accommodate enough coverage for design, drainage and utility improvements.
2. Review of current record drawings, if available.
3. Provide detailed plans and specifications for bidding purposes including
 - a. Building Elevation Details
 - b. Typical Wall Section Details
 - c. Plumbing Detail
 - d. Electrical Detail
 - e. New Sanitary lateral connection to existing 21” Line
4. Prepare and provide Project Manual including but not limited to Advertisement for Bids, Instruction to Bidders, Bid Form, Bidder’s Qualification Statement, Agreement, and General Conditions of Contract, Supplementary Conditions, and Special Provisions.
5. Contract geotechnical engineer to provide one soil boring to complete structural design of footings.
6. Attend meetings as needed and coordinate with adjacent property owners and business as needed.

Construction Management Activities

7. Provide administrative services to manage client coordination/invoicing, project schedules, contract change order documentation, establish project logs, formatting monthly contract quantity estimating and contractor invoicing and contract closeout documentation for base bid projects.
8. Provide construction staking for necessary items within the construction contract.
9. Coordinate, review and complete necessary shop drawing approvals for work completed.
10. Process payment requests from the contractor for their work and prepare recommendation for payment for City approval. Complete final close out documentation and acceptance of improvements memorandum.

Section B. – Schedule

Engineer shall perform the Scope of Services and deliver the related Documents according to the following schedule:

1. Provide Final Plans and Specification to the Department of Public Works for bid on or before April 28th, 2017.
2. Approval of construction contract anticipated May 16th, 2017 with construction starting early late may early June 2017.

Section C. – Compensation

In return for the performance of the foregoing obligations, Owner shall pay to Engineer an amount not-to-exceed Written Dollar Amount (\$15,118.00) payable according to the following terms:

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

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

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

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

Owner: City of Burlington

Engineer: Kapur & Associates, Inc.

By: _____

By: Thomas W. Foht

Signature: _____

Signature: _____

Title: _____

Title: Associate

Date: _____

Date: _____

Kapur Associates, Inc.
Summary of Staff Hours and Labor Costs
for the
City of Burlington

TASK ORDER 102													
Congress Field Restroom Replacement- Attachment A													
CLASSIFICATION	ACT. Code	Project Manager		Structural Engineer		Electrical Engineer		Staff Engineer		Survey Crew		Total Labor	
		Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars
Average Hourly Wage		\$135.00		\$145.00		\$145.00		\$78.00		\$115.00			
TASK DESCRIPTION	ACT. Code	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars
Congress/Beaumont Field (Reconstruct)													
Review Master Plan/Field Review		2	\$270.00									2	\$270.00
Survey/Mapping										8	\$920.00	8	\$820.00
Meetings as Required		2	\$270.00									2	\$270.00
Plan Preparation		16	\$2,160.00	4	\$580.00	4	\$580.00	40	\$3,120.00			64	\$6,440.00
Wisconsin SPS Plan Approval		1	\$135.00					4	\$312.00			5	\$447.00
Project Manual Preparation													
												Total	\$8,347.00
Project Manual/Administration													
Project Manual								20	\$1,560.00			20	\$1,560.00
Administration		4	\$540.00									4	\$540.00
Advertisement/Project Manual		2	\$270.00									2	\$270.00
Attend Bid Opening		2	\$270.00									2	\$270.00
Post Bid Opening Activities		1	\$135.00									1	\$135.00
Meetings as Required		1	\$135.00									1	\$135.00
												Total	\$2,910.00
Construction Management Activities													
Construction Management Admin		2	\$270.00					2	\$156.00			4	\$426.00
Shop Drawing Approvals		4	\$540.00	2	\$290.00	4	\$580.00	4	\$312.00			14	\$1,722.00
Site Visit		1	\$135.00					1	\$78.00			2	\$213.00
												Total	\$2,361.00
TOTALS		38	\$5,130.00	6	\$870.00	8	\$1,160.00	71	\$5,538.00	8	\$920.00	131	\$13,618
											Expenses:		\$1,500
											Project Total:		\$15,118



DATE: May 2, 2017

SUBJECT: RESOLUTION 4845(3) – to consider approving the purchase of a “Class B” Liquor License from the Town of Burlington, in the amount of \$12,500.

SUBMITTED BY: Carina Walters, City Administrator

BACKGROUND/HISTORY:

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

The City received an official response from the Town of Burlington indicating they would be willing to transfer a “Class B” Liquor License in the amount of \$12,500. The Town approved this transfer at its April 13, 2017 Board Meeting, with the condition that this license be issued only to a new business that is locating in the City of Burlington, provided that the new business meets all of the statutory qualifications necessary to legally obtain the license, and the City of Burlington Common Council, in its sole discretion, elects to grant the license to the said new business.

The Mayor and staff agree with this condition to ensure a new business will have the ability to apply for the license versus giving an existing business a Reserve License.

BUDGET/FISCAL IMPACT:

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

RECOMMENDATION:

Staff recommends approval of this resolution

TIMING/IMPLEMENTATION:

This item is for discussion at the May 2, 2017 Committee of the Whole meeting and staff will seek final approval during the May 16, 2017 Common Council meeting

ATTACHMENTS:

Town of Burlington
City of Burlington Resolution

RESOLUTION NO. 4845(3)
Introduced by the Committee of the Whole

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

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

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

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

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

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

WHEREAS, this license shall be contingent on the license being issued by the City of Burlington only to a new business that is locating in the City of Burlington, provided that the said new business (i) otherwise meets all of the statutory qualifications necessary to legally obtain the license, and (ii) the City of Burlington Common Council, in its sole discretion, elects to grant the license to the said new business; and,

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

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

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

Introduced: May 2, 2017
Adopted:

Jeannie Hefty, Mayor

Attest:

Diahn Halbach, City Clerk

RESOLUTION NO. 2017-3

WHEREAS, the Town of Burlington currently has three available reserve liquor licenses, and

WHEREAS, the Town is willing and interested in selling one reserve liquor license to the City of Burlington, pursuant to Chapter 125 of the Wisconsin Statutes, for the total sum of \$12,500, and

WHEREAS, this license shall be contingent on the license being issued by the City of Burlington only to a new business that is locating in the City of Burlington, provided that the said new business (i) otherwise meets all of the statutory qualifications necessary to legally obtain the license, and (ii) the City of Burlington Common Council, in its sole discretion, elects to grant the license to the said new business.

NOW, THEREFORE, BE IT RESOLVED, that the Town does hereby transfer one of its three available reserve liquor licenses to the City of Burlington for the total sum of \$12,500, on the forgoing terms and conditions.

Introduced and adopted this 13th day of April, 2017, by the Town Board of the Town of Burlington, Racine County, Wisconsin.

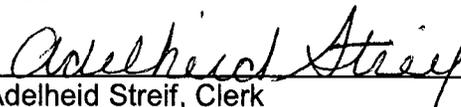
TOWN OF BURLINGTON

By:



Ralph Rice, Town Chairman

Attest:



Adelheid Streif, Clerk



DATE: May 2, 2017

SUBJECT: RESOLUTION 4846(4) to consider approving the purchase of two (2) new ImageCast Evolution (ICE) voting machines in the total amount of \$19,200.

SUBMITTED BY: Diahm Halbach, City Clerk

BACKGROUND/HISTORY:

In 2002, the Help America Vote Act (“HAVA”) was passed by the United States Congress in which new mandatory minimum standards were created to improve voting systems and voter access.

In May 2016, the Racine County Clerk and staff began working with Command Central to test and demonstrate the ImageCast Evolution (ICE) voting machines.

On April 11, 2017, the Racine County Board adopted Resolution 2016-157, which authorizes an Intergovernmental Cooperative Agreement between Racine County and Racine County’s seventeen (17) municipalities, to upgrade all of Racine County municipalities’ voting machines to remain in compliance with the Help America Vote Act of 2002.

The cost includes the following per unit:

ImageCast Evolution (ICE) Precinct Tabulator ImageCast Ballot Box - ICE	\$ 7,200
Digital Modem	\$ 1,000
Acceptance Testing, Installation & Training	\$ 575
Delivery	\$ 800
Wireless Modem - Data Service Agreement & Hardware Warranty Agreement (DSA-HMA)- Year One	\$ 175
TOTAL	\$ 9,600
	x2 machines = \$19,200

The ImageCast is specifically designed to help elections run efficiently with an all-in-one scan tabulator and ballot marking device. The touch-screen interface offers visual ballot review and ballot casting and it meets the highest of security standards and is completely ADA accessible.

The City of Burlington has budgeted for the purchase of two of the ImageCast Evolution (ICE) voting machines, one for each polling location. This equipment will replace the current machines, two (2) Eagle Optical Scan Units and two (2) Edge Touchscreen Units – a total of four pieces of equipment. It has not yet been determined if the City will receive any credits towards the old equipment for the new equipment.

BUDGET/FISCAL IMPACT:

The cost for two machines is estimated to be \$19,200, and has been budgeted for in the 2017 Equipment Replacement Fund. Additional costs include an Annual Maintenance Agreement in the amount of \$1,606 (effective 2018), which is an increase of approximately \$786 per year from the current maintenance agreement.

Current Annual Costs per unit:

Eagle w/Modem Hardware Maintenance Agreement (HMA)	\$ 310
Edge II Touchscreen Hardware Maintenance Agreement (HMA)	\$ 100
TOTAL	\$ 410
	x2 = \$ 820

New Annual Costs per unit:

Annual ImageCast ICE Firmware	\$ 228
Annual ICE – Hardware Maintenance Agreement (HMA)	\$ 400
Wireless Modem – Data Service Agreement & Hardware Agreement (DSA-HMA)	\$ 175
TOTAL	\$ 803
	x2 = \$1,606

RECOMMENDATION:

This is a countywide mandatory upgrade, which will allow the Clerk’s Office to better assure that the voting systems utilized in the various locations throughout the county are uniform and compatible. Staff recommends approval of this purchase.

TIMING/IMPLEMENTATION:

This item is for discussion at the May 2, 2017 Committee of the Whole meeting and is scheduled for the May 16, 2017 Common Council meeting for final consideration.

ATTACHMENTS:

- Resolution
- Agreement
- Brochure

**A RESOLUTION APPROVING THE PURCHASE OF VOTING EQUIPMENT FOR THE
CITY OF BURLINGTON PURSUANT TO AN INTERGOVERNMENTAL
COOPERATIVE AGREEMENT WITH RACINE COUNTY FOR COMPLIANCY WITH
THE HELP AMERICA VOTE ACT OF 2002 (“HAVA”)**

WHEREAS, the Intergovernmental Cooperative Services Committee has authorized the transfer of \$175,120.00 from the capital projects 2017 Budget to the Racine County Clerk’s Voting Equipment 2017 Budget, authorizing an Intergovernmental Cooperative Agreement between Racine County and Racine County’s seventeen (17) municipalities to coordinate the purchase of HAVA-compliant voting machines; and,

WHEREAS, upon information and belief, the seventeen (17) individual municipal clerks are all in support of the arrangement that provides for the County Clerk to coordinate and manage the purchase and delivery of seventy-three (73) uniform ADA-compliant voting units at the approximated cost of \$9,600 per unit; and,

WHEREAS, the City of Burlington will purchase two units, one per polling location, in the total amount of \$19,200, which has been budgeted in the 2017 Equipment Replacement Fund; and,

WHEREAS, by coordinating the purchase, the Clerk’s Office can better assure that the voting systems utilized in the many locations around the county are uniform and compatible.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Burlington that the Intergovernmental Cooperative Agreement to Facilitate Purchase of HAVA Voting Equipment, attached hereto, as Attachment “A”, and between the City of Burlington and Racine County, is hereby approved.

BE IT FURTHER RESOLVED that the Mayor and City Clerk be and are hereby authorized and directed to execute such documents as may be necessary to close the transaction.

Introduced: May 2, 2017

Adopted:

Jeannie Hefty, Mayor

Attest:

Diahnn C. Halbach, City Clerk

OFFICE OF THE RACINE COUNTY CLERK

Wendy M. Christensen

730 Wisconsin Avenue, Racine, Wisconsin 53403

E-mail Wendy.Christensen@goracine.org

Phone 262-636-3482

Fax 262-636-3491

To: Racine County Municipal Clerks

Date: April 17, 2017

RE: Purchase of new voting equipment and related Intergovernmental Cooperative Agreement

Enclosed with this memo is a copy of Resolution 2016-157, adopted by the Racine County Board at their meeting on April 11, 2017. This resolution authorizes the Intergovernmental Cooperative Agreement between Racine County and the municipalities so that I can coordinate the purchase of new voting equipment on behalf of the Racine County municipalities. This allows me to work directly with our vendor to place the order and coordinate delivery and training. Racine County will pay both the vendor, Command Central, and the manufacturer, Dominion Voting Systems, Inc., for the initial purchase costs, and the municipalities will reimburse the county for their own costs. I estimated an order of 73 units in order for Command Central to calculate a pricing schedule. This amounts to approximately \$9,600.00 per unit, before any sales discount, which will get applied proportionately after we know the exact number of units being ordered.

That cost includes the following per unit:

ImageCast Evolution (ICE) Precinct Tabulator	\$7,200
ImageCast Ballot Box – ICE	1,000
Digital Modem	275
Acceptance Testing, Installation & Training	800
Delivery	150
Wireless Modem – Data Service Agreement & Hardware Warranty Agreement (DSA-HMA) – Year One	<u>175</u>
Total	\$9,600

As part of this resolution, I am requesting that your municipality execute the Intergovernmental Cooperative Agreement to Facilitate Purchase of Accessible Voting System and return a signed copy to my office as soon as possible, but no later than **Friday, May 26, 2017**. The plan is to place an order by June 1, 2017 as there is a 120-day time frame allowed for the manufacture of the equipment, with shipment directly to Command Central. Then Command Central needs time to test, affix labels, prepare training kits, etc. and deliver to us and hold the initial training sessions. They will come back for an additional round of training early next year, prior to the spring elections.

Please let me know if you have any questions or need additional information related to this request. Thank you for your prompt attention to this matter.

Sincerely,


Wendy M. Christensen
Racine County Clerk

13

April 11, 2017

RESOLUTION NO. 2016-157

RESOLUTION BY THE GOVERNMENT SERVICES COMMITTEE AUTHORIZING THE TRANSFER OF \$175,120.00 FROM THE CAPITAL PROJECTS 2017 BUDGET TO THE RACINE COUNTY CLERK'S VOTING EQUIPMENT 2017 BUDGET, AUTHORIZING AN INTERGOVERNMENTAL COOPERATIVE AGREEMENT BETWEEN RACINE COUNTY AND RACINE COUNTY'S SEVENTEEN (17) MUNICIPALITIES TO COORDINATE THE PURCHASE OF HAVA-COMPLIANT VOTING MACHINES, AUTHORIZING A WAIVER OF BIDDING REQUIREMENTS, AND AUTHORIZING A CONTRACT BETWEEN RACINE COUNTY AND A STATE-APPROVED VOTING EQUIPMENT VENDOR

To the Honorable Members of the Racine County Board of Supervisors:

BE IT RESOLVED by the Racine County Board of Supervisors that the transfer of funds from the Capital Projects 2017 Budget to the Racine County Clerk's Voting Equipment 2017 budget as set forth in Exhibit "A" which is attached hereto is authorized and approved.

BE IT FURTHER RESOLVED by the Racine County Board of Supervisors that the Intergovernmental Cooperative Agreement between Racine County and the individual Racine County municipalities as set forth in Exhibit "B" which is attached hereto is authorized and approved.

BE IT FURTHER RESOLVED by the Racine County Board of Supervisors that the contract between Racine County and Command Central for the purchase of HAVA compliant voting machines and associated programming equipment and software, as set forth in Exhibit "C" which is attached hereto, is authorized and approved.

BE IT FURTHER RESOLVED by the Racine County Board of Supervisors that pursuant to Sec. 7-230 of the Racine County Code of Ordinances, any and all bidding requirements are waived.

BE IT FURTHER RESOLVED by the Racine County Board of Supervisors that any two of the County Clerk, the County Executive or the County Board Chairman are authorized to execute any contracts, agreements or other documents necessary to carry out the intent of this resolution.

Respectfully submitted,

Government Services Committee

1st Reading 4-11-17

2nd Reading 4-11-17

BOARD ACTION

Adopted yes
For 18
Against 0
Absent 3

VOTE REQUIRED: 2/3 M.E.

Prepared by:
Corporation Counsel

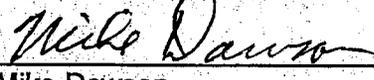
Handwritten signatures of Janet Bernberg, Katherine Buske, Melissa Kaprielian-Becker, and Thomas Roanhouse with their respective titles.

1 Resolution No. 2017-157

2 Page Two

3 
Scott Maier

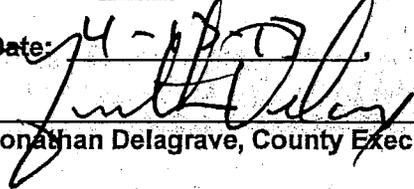
6 Kiana Harden-Johnson

7 
8 Mike Dawson
9

10
11
12 The foregoing legislation adopted by the County Board of Supervisors of
13 Racine County, Wisconsin, is hereby:

14 Approved: Y

15 Vetoed: _____

16
17 Date: 4-11-17
18 
19
20 Jonathan Delagrave, County Executive

21
22
23 INFORMATION ONLY

24
25 WHEREAS, the State of Wisconsin has developed a plan to implement the requirements
26 of the federal Help America Vote Act of 2002 ("HAVA"); and

27
28 WHEREAS, upon information and belief, the seventeen (17) individual municipalities are
29 all in support of the arrangement that provides for the County Clerk to coordinate and manage
30 the purchase of HAVA compliant voting machines located in Racine County.

31
32 WHEREAS, by coordinating the purchase, the Clerks office can better assure that the
33 voting systems utilized in the various locations around the county are uniform and compatible.

APRIL-11-17*

FISCAL NOTE RESOLUTION NO: 2016-157

Fiscal Year: 2017

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	CURRENT BALANCE
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CAPITAL PROJECTS - 2017

CO CLERK VOTING EQUIP	33137000.470000.17C11	175,120	175,120
-----------------------	-----------------------	---------	---------

THERE ARE SUFFICIENT FUNDS AVAILABLE TO COVER THE PURCHASE OF VOTING EQUIPMENT.

Racine County will be entering into Intergovernmental Cooperative Agreement with the Municipalities where Racine County will be the lead on purchasing all voting equipment and if the Municipalities didn't budget the full cost of the voting equipment in 2017 a receivable will be set up with the expectation of the receivable to be paid by January 31, 2018.

The receivable will be set up in account 10.135000 - TVCCOG Receivable.

After reviewing the Resolution/Ordinance and fiscal information supplied, your Finance Committee recommends FOR--AGAINST adoption.
REASONS

FOR

AGAINST

js
SM

INTERGOVERNMENTAL COOPERATIVE AGREEMENT
TO FACILITATE PURCHASE OF ACCESSIBLE VOTING SYSTEM

THIS INTERGOVERNMENTAL COOPERATIVE AGREEMENT (hereinafter "Agreement") **IS MADE** between Racine County, Wisconsin, (hereinafter "Racine County") and _____, a Racine County municipal unit of government (hereinafter "Municipality"). Racine County and Municipality are collectively referred to in this Agreement as (hereinafter "Parties").

WHEREAS, there is a need for all Racine County municipalities to upgrade their voting machines to remain in compliance with the Help America Vote Act of 2002 (hereinafter "HAVA"); and

WHEREAS, Racine County, through its County Clerk shall provide a coordinating role in the acquisition process of the systems for the polling places in Racine County on behalf of the seventeen (17) municipalities in Racine County that must otherwise obtain the systems for their polling places.

IT IS HEREBY AGREED AS FOLLOWS:

1. Racine County shall purchase on behalf of Municipality for each of its polling places the following accessible voting equipment and services:

- ImageCast Evolution with Ballot Box (ICE) Precinct Tabulation Hardware & Modems
- Training and Installation
- Delivery
- Equipment Carrying Cases
- Initial Warranty

2. Racine County will make the advance payment to vendors for the total sums necessary to purchase the accessible voting systems and accessories and the municipalities agree to the reimbursement terms and agreements as follows based on the selected option and number of units ordered:

- A. If Municipality has budgeted full amount in 2017 budget, the municipality agrees to pay, upon receipt of equipment and billing from Racine County, the full balance within 30 days.
- B. If Municipality has budgeted repayment over two (2) years in 2017 and 2018 budgets, municipality agrees to pay 50% of the balance due, upon receipt of equipment and billing from Racine County, and remaining balance no later than January 31, 2018.
- C. If Municipality has not budgeted for the upgrades in 2017 budget, the Municipality agrees to pay the full balance no later than January 31, 2018.

➤ _____ (quantity) machines have been ordered on behalf of Municipality at the cost of
\$ _____ per unit.

3. Unless the Parties otherwise agree, the system will be delivered to the office of the Racine County Clerk at the Ives Grove County Complex, 14200 Washington Avenue, Sturtevant, WI 53177, and it will be the responsibility of Municipality to transport the system to Municipality's polling location.
4. Unless the Parties otherwise agree, Municipality will store the system at the polling location or such other location of Municipality as approved by the Racine County Clerk.
5. Title to the system software will be in the name of Racine County, and title to the system hardware will be in the name of Municipality.
6. Municipality shall be solely responsible for the proper use and operation of the system in conducting its elections.
7. Except for the start-up supplies provided with the purchase under Paragraph 1 above, all supplies associated with the operation of the system shall be solely the expense and responsibility of Municipality.
8. Except for the start-up training provided with the purchase under Paragraph 1 above, all training associated with the operation of the system shall be solely the expense and responsibility of Municipality.
9. Except for the repairs provided for in the standard warranty provided with the purchase under Paragraph 1 above, all extended warranty agreements and repairs associated with the operation of the system shall be solely the expense and responsibility of Municipality.
10. Ownership of the voting system vests with the Municipality upon execution of this Agreement.
11. Municipality shall be entitled to the exclusive use of the system hardware as long as it complies with all of the terms and conditions of this Agreement. Racine County will utilize the system software to program Municipality's hardware as long as Municipality maintains its hardware in proper working order.
12. Notices required or deemed advisable under this Agreement shall be placed in writing and delivered personally or by mail upon Racine County to **Wendy M. Christensen, County Clerk, RACINE COUNTY, 730 Wisconsin Avenue, Racine, WI 53403**, and upon Municipality at the office of its Clerk.
13. The Parties agree fully to indemnify and hold one another harmless from and against all claims, actions, judgments, costs, and expenses arising out of damages or injuries to third persons or their property caused by the fault or negligence of the said party, its agents or employees in the performance of this Agreement. The Parties shall give to each other prompt and reasonable notice of any such claims or actions and the other party shall have the right to investigate, compromise, and defend the same.
14. No waiver of any breaches of this Agreement shall be held to be a waiver of any other or any subsequent breaches. All remedies afforded in this Agreement shall be considered to be cumulative and in addition to any other remedies provided by law.

15. The Municipality shall submit a resolution from its governing board authorizing the execution of this Agreement.

16. This Agreement shall be governed under the laws of the State of Wisconsin and is made at Racine County, Wisconsin, and venue for any legal action to enforce the terms of this Agreement shall be in Racine County Circuit Court.

17. The Parties agree that there shall be no assignment or transfer of this Agreement nor of any interests, rights, or responsibilities herein contained except as agreed to in writing.

18. There shall be no modifications to this Agreement except in writing signed by both parties.

19. The entire agreement of the parties is contained herein and this Agreement supersedes all previous agreements whether written or oral and all negotiations as well as any previous agreements presently in effect between Racine County and Municipality relating to the subject matter of this Agreement.

All parties hereto having read and understood the entirety of this Agreement consisting of three (3) typewritten pages hereby affix their duly authorized signatures.

RACINE COUNTY

MUNICIPALITY

By: _____
Wendy M. Christensen
County Clerk

By: _____

Dated: _____

Dated: _____

By: _____

Dated: _____

COMMAND CENTRAL

an Election Management company

Voting System Proposal

April 10, 2017

Prepared for:

Racine County, Wisconsin

Wendy Christensen, County Clerk

Prepared by:

Command Central

Mike Frericks, Regional Sales Representative

Your partner for
successful elections!



Phone: **320.259.7027**

Fax: 320.259.7028

**COMMAND
CENTRAL**

an Election Management company

PO Box 7306 St. Cloud, MN 56302-7306

Racine County, Wisconsin

Wendy Christensen
730 Wisconsin Avenue
Racine, WI 53403

April 10, 2017

Dear Wendy,

I am pleased to provide this proposal for a new voting system for Racine County.

Command Central has been providing Racine County and its municipalities with voting equipment, programming support, hardware maintenance services and customer support of your elections for over 11 years. We appreciate the opportunity to continue the professional relationship we have enjoyed and pledge to continue working hard on your behalf.

As you know from working with us over the years, Command Central's experienced staff and our dedication to providing outstanding customer service is why we have over 1,100 customers in the State of Wisconsin. We are excited to include in this proposal Dominion Voting Systems' newest innovations in their Democracy Suite® line that became certified in the State of Wisconsin in June of 2015.

Please review the **Cost & Payment Summary for Approval** page included and return a signed copy to me at: mike.frericks@ccelections.com or fax it to: 320-259-7028.

Thank you again for allowing us to be part of your elections in Racine County. If you have any additional questions or require any further information, please contact me directly at 320-258-9890.

Sincerely,

Mike Frericks

Regional Sales Representative
Command Central

Email: mike.frericks@ccelections.com

Direct: 320-258-9890

Office: 320-259-7027

Fax: 320-259-7028

NOTICE OF CONFIDENTIALITY & NON-DISCLOSURE

Some of the information provided in this proposal is Confidential and Proprietary and is marked accordingly. The information contained herein includes Trade Secrets, Commercial and Financial Information that is exempt from any Federal, State or local public disclosure or Freedom of Information Act requests. This information is provided in the strictest confidence and is not meant for public disclosure.

Please direct inquiries regarding this matter to:

Command Central
2901 Third Street South
Waite Park, MN 56387
Phone: 320-259-7027
Fax: 320-259-7028

PO Box 7306 St. Cloud, MN 56302-7306

Proposal Pricing Breakdown - Democracy Suite® / ImageCast®

The below information is an estimate of the cost of equipment, software, and services for the purchase of Dominion Voting's Democracy Suite products and related items. It is meant for budgetary purposes only.

County, State: **Racine County, Wisconsin**

Issue Date: **4/10/2017**

Customer Contact: **Wendy Christensen**

Initial / Year One (1) Estimated Costs:

Item #	Recommended Hardware/Software	Estimated Quantity	Unit Price*	Total Amount
ImageCast® Ballot Scanning Precinct Tabulators				
#	ImageCast® Evolution (ICE) Precinct Tabulator ** Includes: 1 ADA Audio Tactile Interface (ATI), 1 Headphone, 2 8GB Compact Flash Memory Cards, 2 Security iButtons, 1 Internal Battery	73	\$ 7,200	\$ 525,600
#	ImageCast® Ballot Box - ICE **	73	\$ 1,000	\$ 73,000
#	Digital Modem	73	\$ 275	\$ 20,075
#	Acceptance Testing, Installation & Training Includes: Preliminary acceptance testing and labeling at Command Central, 1 Tabulator Carrying Case, 1 Training Kit, 1 Election Kit, 1 On-site Group Training Session. (See additional document for kit information)	73	\$ 800	\$ 58,400
#	Delivery (Per Tabulator w/Ballot Box to Group Training Site)	73	\$ 150	\$ 10,950
Ballot Scanning Precinct Tabulators Sub-total:				\$ 688,025

Democracy Suite® Election Management System (EMS)				
#	EMS Servers & Client Hardware Includes: Democracy Suite® EMS Server, ImageCast® Communications Manager Server, Watchguard Firewall, Switch, Server Rack (if needed), Election Event Designer (EED) / Results Tally & Reporting (RTR) Client, Report Printer, Compact Flash Card Reader/Burner, iButton Programmer. Also includes all peripheral devices (e.g., monitors, keyboards, mice, KVM Switch, cords, cables, etc.).	1	\$ 18,775	\$ 18,775
#	EMS Software & Licenses Includes software and licenses for: Democracy Suite® EMS Server, ImageCast® Communications Manager, SQL Server, Cepstral	1	\$ 112,000	\$ 112,000
#	EMS Hardware/Software Installation, Testing & Training Includes: Installation of all EMS and Related Hardware and Software, System Integration Testing, System Overview Training, Procedure Training & Documentation	3	\$ 1,800	\$ 5,400
#	EMS Training & Support Includes: Initial on-site (or at Command Central) training session that covers start-to-finish election programming, proofing, testing, burning, packaging, & results transmission/receiving. Also includes year-round phone support, ballot layout assistance, election project file backup and archiving, and election project review.	1	\$ 15,000	\$ 15,000
#	Estimated Delivery (For all EMS hardware and peripherals)	1	\$ 800	\$ 800
EMS Hardware and Software Sub-total:				\$ 151,975

Additional Items				
11	Wireless Modem - Data Service Agreement & Hardware Warranty Agreement (DSA-HMA)	73	\$ 175	\$ 12,775

	Includes: Year-round Data Service Agreement for Testing and Election Night Transmission, Hardware Maintenance Agreement on the Digital Modem. (See additional information document)			
#	Sales Discount & Trade-In Allowance	1	\$ (115,000)	\$ (115,000)
				Additional Items: \$ (102,225)
Total Year One (1) Estimated Cost:				\$ 737,775
Ongoing Annual Costs:				
Item #	Annual Software Licenses, Support and Maintenance	Estimated Quantity	Unit Price***	Total Amount
ImageCast® Ballot Scanning Precinct Tabulators				
#	Annual ImageCast® ICE Firmware Ongoing Annual Fee (after year 1). Covers all Dominion Voting firmware licenses and upgrades.	73	\$ 228	\$ 16,644
#	Annual ICE - Hardware Maintenance Agreement (HMA) Ongoing Annual Fee (after year 1). Covers all hardware, repairs, shipping costs, ongoing training, phone support and election day support.	73	\$ 400	\$ 29,200
15	Wireless Modem - Data Service Agreement & Hardware Warranty Agreement (DSA-HMA) Ongoing Annual Fee (after year 1). Includes: Year-round Data Service Agreement for Testing and Election Night Transmission, Hardware Maintenance Agreement on the Digital Modem. (See additional information document)	73	\$ 175	\$ 12,775
				Ballot Scanning Precinct Tabulators Sub-total: \$ 58,619
Democracy Suite® Election Management System (EMS)				
#	Annual EMS Software & Licenses Includes annual software licenses for: Democracy Suite® EMS Server, ImageCast® Communications Manager	1	\$ 22,400	\$ 22,400
#	EMS Training & Support Includes: Initial on-site (or at Command Central) training session that covers start-to-finish election programming, proofing, testing, burning, packaging, & results transmission/receiving. Also includes year-round phone support, ballot layout assistance, election project file backup and archiving, and election project review.	1	\$ 15,000	\$ 15,000
				Central Count Systems Sub-total: \$ 37,400
Ongoing Annual Estimated Cost:				\$ 96,019

*Pricing is guaranteed for 90 days from the date of this quote.

**Includes 12 Mo. Hardware Warranty & Software License.

***Amounts due in years 2 and thereafter are subject to annual increases reflective of inflation.

****Modem data plans are required for transmission of results to EMS Communications Manager Server. See additional service plan.

Command Central Sales Contact:

Mike Frericks

email: mike.frericks@ccelections.com

phone: 320.258.9890

Visit our website: www.ccelections.com

Cost & Payment Summary for Approval

Racine County, Wisconsin

The below information summarizes the cost of equipment, software, and services as well as which vendor payments will be made to. The costs and fees are detailed in the various documents included in this proposal. **A signature from an authorized person is required to accept this proposal.**

Summary of All Fees Paid to Dominion Voting Systems, Inc.

Initial Purchase:

Precinct Tabulation Hardware	\$ 618,675
Election Management Software	\$ 112,000
Election Management Hardware & Implementation	\$ 24,975
Sales Discount & Trade-In Allowance	(\$ 115,000)
Total:	\$ 640,650

Ongoing Annual Fees (after year 1):

EMS Software Licenses	\$ 22,400
Tabulator Firmware	\$ 16,644
Total:	\$ 39,044

IMPORTANT: The purchase of ImageCast equipment includes a one-year warranty through Dominion. However, Command Central will honor and service that agreement at no charge for municipalities and support them directly through training, installation and support throughout the year following the purchase. We will provide all support (both in-person and phone), shipping of loaners (if necessary) and support in your area on Election Day at Command Central's cost for the duration of the first year. Subsequent annual support will be provided by Command Central's Hardware Maintenance Agreement as outlined below.

Summary of All Fees Paid to Command Central, LLC

Initial Training, Installation, & Delivery:

Training and Installation	\$ 58,400
Delivery	\$ 10,950
Wireless Modem DSA-HMAs	\$ 12,775
Software Support Agreement	\$ 15,000
Total:	\$ 97,125

Ongoing Annual Fees (after year 1):

Hardware Maintenance Agreements	\$ 29,200
Wireless Modem DSA-HMAs	\$ 12,775
Software Support Agreement	\$ 15,000
Total:	\$ 56,975

Acceptance of Proposal:

With an authorized signature below, I hereby accept the above prices and conditions outlined above and on included proposal details pages. Payment is due upon receipt of invoice to the companies outlined above.

Authorized Signature: _____

Printed Name & Title: _____

Date of Acceptance: _____

Phone: 320.259.7027
Fax: 320.259.7028

PO Box 7306 St. Cloud, MN 56302-7306

Budgetary Equipment List Pricing

ImageCast Tabulators (DVS-DemSuite4.14-D)

ICP **\$4,900.00**
ImageCast Precinct w/Ballot Box

ICP-BMD **\$5,900.00**
ImageCast Precinct w/Ballot Box plus HAVA compliant accessories

ICE **\$8,200.00**
ImageCast Evolution w/Ballot Box

ICE-D **\$9,500.00**
ImageCast Evolution w/Ballot Box plus add-on external display accessories

ICC **Contact Us**
ImageCast Central Count
Various scanner options to best fit your jurisdiction's needs.

Additional Fees

Equipment Installation & Training Package **\$800.00**
See detail document for a list of everything that is included in the package.
per Tabulator w/Ballot Box

Delivery **\$150.00**
per Tabulator w/Ballot Box

Firmware License Fees

A firmware license fee is charged by the equipment manufacturer (Dominion Voting Systems) for each tabulator per year, after the first year. The first year of the hardware firmware license is included in the initial purchase.

ICP, ICP-BMD, ICE **\$228.00**

ICE-D **\$299.00**

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 Fax: 320.259.7028



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2017 Budget Information

ImageCast Election Equipment - RTR + Media Programming license owners

ImageCast Precinct, ImageCast Evolution (DVS-DemSuite4.14-D)	
1-Sided Ballots	Per Tabulator
• 8.5"x11", 8.5"x14"	\$235
• 8.5"x17", 8.5"x19", 8.5"x20", 8.5"x22"	\$275
2-Sided Ballots	
• 8.5"x11" and 8.5"x14"	\$305
• 8.5"x17", 8.5"x19", 8.5"x20", 8.5"x22"	\$345
Additional Fee Per Ballot Style	
• 8.5"x11", 8.5"x14"	\$25/each
• 8.5"x17", 8.5"x19", 8.5"x20", 8.5"x22"	\$50/each

Please Note: The cost estimation above includes only the initial programming of each election into the Democracy Suite Election Management System (EMS) software that Command Central is licensed for. The customer will also be required to have purchased all of the hardware and own a current software license for the Results, Tally and Reporting + Media Programming (RTR+) version of the software. Once all required reports and ballots are proofed and given final approval by the customer, Command Central will provide a final packaged copy of the programmed election to the customer to load into their version of EMS RTR+ for the remainder of the election programming procedures. Any changes to the initial programming completed by Command Central after final approval will be subject to correction fees on an hourly basis.

Election programming pricing conditions: *

- This pricing applies only to **county-wide** elections. Any other election type requires special pricing.
- All election information must be supplied by the County Clerk.
- Submitted election information must be correct, complete, and within time guidelines.
- Command Central will bill counties only.
- Command Central will provide ongoing training and orientation classes for County Clerks and their staff at our facility at no charge. Ongoing training at customer's location is subject to a \$1,500 per day fee.
- School Districts will be billed directly for their portion of the programming unless otherwise requested.
- Counties/municipalities may divide coding charges depending on individual policies.
- Any other language other than English requires special pricing.
- Corrections or work outside the above parameters constitute "Enhanced Support" and is billable at \$150/hour, \$300 minimum billing.

*Command Central reserves the right to adjust programming and in the case of unforeseen circumstances on a case-by-case basis.

2017 Budget Information (Continued)

Dominion Voting ImageCast Tabulators

Election Memory Device Results Backup/Archiving & Transfer Requests

For any voting systems approved for use after January 1, 2009, the "data" that should be transferred and maintained electronically for 22 months pursuant to §7.23(1)(f) and (g), Wis. Stats., and 42 U.S.C. § 1974, is the electronic record of the program by which votes are to be recorded or tabulated, which is captured prior to the election and all election programming and materials from each device, which can be downloaded to hard drive or disk before erasure and reprogramming. All ImageCast tabulators will have been certified after January 1, 2009.

ImageCast Precinct, ImageCast Evolution

(DVS-DemSuite4.14-D)

Memory Device - Backup/Archiving

Tabulator Memory Device Set
(2 - Compact Flash Cards per set)

\$20 Per Tabulator / Set of Cards,
per election

Memory Device - Transfer for Records Requests

Tabulator Memory Device Set
(2 - Compact Flash Cards per set)

\$20 Per Tabulator / Set of Cards

Memory device backup/archiving & transfer request pricing* conditions:

- All pricing is subject to the return of memory devices to Command Central after the required retention as defined by the June 9, 2010 statement issued by the Wisconsin Government Accountability Board. The statement can be referenced here: <http://gab.wi.gov/node/1126>. If memory devices are returned earlier than the 14 or 21 day retention period, additional fees may apply.
- Before Command Central will provide a backup/archiving service, the "Memory Device Return Policy" must be signed and returned for all memory devices.
- All transfer requests will be provided either digitally via an FTP site or by a hardware storage device such as a CD, DVD or USB flash drive. All requests within a county will be provided on one (1) hardware storage device.
- Multiple copies and/or request will be billed individually.
- Command Central will bill counties only.
- Any additional request or work outside the above parameters constitutes "Enhanced Support" and is billable at \$150/hour, \$300 minimum billing.
- Counties/municipalities may divide backup/archiving & transfer request charges depending on individual policies.

*Command Central reserves the right to adjust backup/archiving & transfer request pricing in the case of unforeseen circumstances on a case-by-case basis.

2017 Budget Information (Continued)
Dominion Voting ImageCast Tabulators

Hardware Maintenance Agreement (HMA)

ImageCast Tabulators (DVS: DemSuite4.14.D)	
ImageCast Precinct (ICP)	\$300/year
ImageCast Precinct w/HAVA components (ICP-BMD)	\$325/year
ImageCast Evolution (ICE)	\$400/year
ImageCast Evolution w/Dual Display Option (ICE-D)	\$425/year
ImageCast Central Count	\$3,500/year

HMA pricing* conditions:

- 2017 rates apply to tabulators that have a current HMA or warranty expiring in 2016.
- HMAs may be prorated to align with the calendar year whenever possible.
- HMA pricing assumes "depot site" preventative maintenance (PM) checks. A "depot site" is a centralized location where multiple municipalities bring their equipment once per year for a scheduled PM check.
- All Command Central support not under HMA will be billed at \$150/hour.
- An HMA Reinstatement Fee of \$350 will be assessed for municipalities letting their HMA coverage lapse. If a municipality cancels an agreement one year and decides to reinstate it the next, there will be a \$350 re-certification.

*Command Central reserves the right to adjust programming and HMA pricing in the case of unforeseen circumstances on a case-by-case basis.

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PO Box 7306 St. Cloud, MN 56302-7306

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2017 ImageCast® Wireless Modem Service Plans Verizon – Budgeting Information

The following budgetary information is intended for customers who have or will have the Democracy Suite® - Results, Tally, and Reporting (RTR) application along with ImageCast tabulators and will use wireless modems on the Verizon Wireless Network. Counties and municipalities using wireless modems to transmit election results will be required to have an active data plan established.

Data Service Agreement & Hardware Maintenance Agreement (DSA+HMA)*

Command Central has partnered with Verizon Wireless to offer a year-round **Data Service Agreement (DSA)** plan that will allow for data transmission anytime during the year. It is important to have a plan in place so that your scheduled elections, special elections, and even training and mock elections will have a data plan available for use. Our plan offers a price that is much more cost-efficient than the standard consumer data pricing plans.

As with all of our **Hardware Maintenance Agreement (HMA)** plans, our HMA plan for the modems covers all costs associated in maintaining the modem during the duration of the agreement. This includes an annual Preventative Maintenance (PM)* review of the device, internal radio testing, SIM card plan management, back-up / loaner equipment (including equipment on hand with our roaming technicians on Election Day), any additional parts or repairs, all shipping costs of devices if repairs are needed, and of course telephone support.

The cost of the DSA+HMA plan is: \$175 per modem, annually.*

***Terms & Conditions:**

- Only devices certified for use with ImageCast tabulators are allowed to be used. Any attempt to use other devices will cause the tabulator to malfunction.
- All modems must be collected by the county and available for a single-event pick up for each annual PM event. Modem PM events will be performed near year-end, after any election data retention periods.
- Command Central will bill counties only, unless otherwise approved.
- Counties/municipalities may divide service charges depending on individual policies.
- Command Central reserves the right to adjust service pricing in the case of unforeseen circumstances on a case-by-case basis.

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Equipment Installation & Training ImageCast Tabulator Package Detail

This detail is to inform you of all the steps, components, and features that are included with our installation and training package for the new ImageCast tabulators. We take great pride in understanding and providing everything you need to get ready for your first election. We want to prove to you up front the quality customer service from Command Central that you can expect for years to come.

Installation & Compliance Testing

All components are shipped from Dominion Voting directly to Command Central's warehouse where we confirm inventory and assemble all the components. We then test the following items included in your equipment purchase for compliance and certify them to be in working order:

- ImageCast Tabulator
 - Built-In Write-In Ballot Diverter
 - Built-In Thermal Printer w/Paper Roll
 - Built-In 4 Hour Internal Battery
- ImageCast Ballot Box & Tabulator Specific Locking Tray
- Additional Power Cord for Routine Battery Charging
- ADA Audio-Tactile Interface (ATI) , Cable & Headphones
- Ballot Marking Device (BMD) & Cables (if applicable)
- Dual-Display Monitor & Cable (if applicable)
- 2 Compact Flash Memory Cards
- iButton Security Key
- Ink Cartridge (for ballot marking device)

Once everything has been approved by our technicians, we add additional instructional labels and signage that accompany our Testing/Election and Training Guides to make the equipment easier to use for your poll workers. We also assemble your Election and Training Kits that have been customized to your state's requirements to ensure a successful election.

Equipment Carrying Cases

Specially designed carrying cases are included with the installation and training package. These carrying cases help protect the tabulators (and printers if applicable) during storage and provide an easier way to transport them for Preventative Maintenance visits.

Equipment Training

Initial Group Training Session

After Command Central is confident that every installation detail is complete and ready for you, we will deliver the equipment to the pre-scheduled group training session(s) where all clerks, deputies, and chief inspectors are encouraged to attend the FIRST round of training. During the initial group training session, we will demonstrate the new equipment and answer all questions or concerns about upgrading to the new equipment. Because your new equipment will be at the training session, you will get to spend a few hours of hands-on training with our trainers and technicians that will be on site. Our #1 training goal is to make sure that when you leave the initial training session, you have 100% confidence in the new equipment and your ability to use it.

First Election Refresher Training Session

To be absolutely sure that you have complete confidence in the equipment for your first election, we will again send a trainer to a pre-scheduled group training session to offer a refresher before your first pre-election testing begins. You will not bring your equipment to this session as we will provide a few training machines.

Training and Election Kits

Each tabulator will come with a durable storage bin that will help organize all your election and training materials. In each bin, the following items are provided as part of your installation and training fee:

Training Kit

Our training kit includes everything you need to conduct routine poll worker training at your convenience.

- Printed training guide
- Access to online training videos
- Access to online training files to print in additional guides or help documents
- 2 pre-marked training ballot test decks:
 - Special training deck showing errors
 - Standard training deck showing tabulation and reporting
- 50 blank training ballots
- Training lanyard/wallet
 - Custom-printed identification card
- 2 additional compact flash memory cards for training purposes only
- Removable carabineer for security keys
- Additional iButton security key for training purposes only
- Additional ballot box key

Election Kit

The election kit includes everything needed to perform your pre-election testing tasks and election day requirements.

- Printed election guide
- Access to online testing and election day training videos
- Access to online files to print additional guides or help documents
- Election lanyard/wallet*
 - Custom-printed identification card
- Removable carabineer for security keys
- Ballot box key

* Each election will require the 2 compact flash memory cards and the iButton security key to be programmed individually. The election lanyard/wallet, all compact flash cards, and all security keys will be securely stored at Command Central when not in use.

Additional Training

County and Municipal Clerks that are customers of Command Central are welcome to visit us at our St. Cloud, MN office for training at agreed-upon dates at no charge, once a year.

Phone: 320.259.7027

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Components of a Command Central Hardware Maintenance Agreement (HMA) for ImageCast Equipment and applicable charges without an HMA

- 1) **One Annual Preventive Maintenance (PM) Inspection per Year.** Once a year, our technicians will analyze your machine(s) to ensure that they are working properly for the upcoming election(s). This PM inspection includes running diagnostics, cleaning the unit, recalibration, cleaning print heads, testing printers, testing audio units, and making any necessary adjustments. *Election tabulators that are properly maintained will continue operating in the field for up to 40% longer than those that are not.* In other words, if you maintain your tabulator and all required components, the units will perform as if it were new for many years to come and you will maximize the life of the machine!

WITHOUT AN HMA: Technical support is available for \$150/hour, including travel time, minimum billing of two hour.

- 2) **Machine and Media Parts, Labor and Services.** If our technicians need to replace any parts or perform any repairs to keep your equipment and/or memory devices running smoothly, those charges are included in an HMA. This work may be performed onsite or at a Command Central facility, in which case all shipping expenses are paid by Command Central.

WITHOUT AN HMA: All parts and labor, plus installation and shipping charges required to keep your equipment and media operating properly would be billable.

- 3) **Telephone Support.** Customers with an HMA can pick up the phone *at any time* and call Command Central. **This includes any and all questions regarding PRE-Lat and Public Testing, or Election Day support.** In fact, we *encourage* you to call if you encounter any unusual situations or messages. This phone support includes extended hours during pre-election testing and 6:30 a.m. through 9:00 p.m. each and every Election Day where your call will be answered immediately, or returned within just a few minutes.

WITHOUT AN HMA: Any inquires, plus Pre-LAT, Public Test or Election Day telephone support is available at \$150 per hour, minimum billing of two hour.

- 4) **"Mandatory" Election Programming Backup.** The State of Wisconsin's Electronic Election Data Retention Policy, WI State Statute §7.23(1)(g), **requires** election programming to be backed up electronically and stored for 22 months. Command Central provides programming backup and storage (off-site, in a secured vault), for every election, making you fully compliant with state statutes.

WITHOUT AN HMA: **Mandatory** Programming Backup and Storage costs would cost \$50 per election. Typically, there are four statewide elections in even years and two elections in odd years.

- 5) **Training Classes.** In January of even-numbered years, Command Central offers training/re-training classes at several different locations throughout the State of Wisconsin. In addition, upon request, any and all training is available *at any time* at Command Central facilities. (ALL free-of-charge.)

WITHOUT AN HMA: Training would be billed at \$150 per hour, including setup and travel time.

(continued on reverse side)

- 6) **"Election Guide" Updates.** Command Central Election Guide (Machine Operating Instruction Manual) updates and revisions are available at no charge to customers with HMA's. That includes new, upgraded versions of the Election Guide which are offered periodically.

WITHOUT AN HMA: Election Guides (partial or complete) updates, revisions, or upgrades are \$50.

- 7) **Post-Election Technical Support.** HMA customers are encouraged to call Command Central for onsite Post-Election technical support. When Command Central Technicians are in the field immediately following every statewide major election, they are available for onsite support. This is the ideal time to address a "non-emergency" issue that may have occurred on Election Day.

WITHOUT AN HMA: Technical consultation/support is available at \$150 per hour, including travel time, with a minimum billing of two hour.

- 8) **"Loaner Equipment".** Pre-Election or applicable Election Day "loaner equipment" is available for customers with an HMA. In other words, if you experience problems with your equipment *prior* to Election Day or on Election Day, Command Central will ship or drop off a loaner unit at no charge. We will then either repair your unit in the field or issue a "pick up tag" for your unit to be returned to us for repair (in which case Command Central will cover all shipping charges, as well).

WITHOUT AN HMA: Per election back-up unit prices, if emergency loaner equipment is required: ICP-BMD: \$750; ICE: \$1,500; NOTE—Federal Law requires that a HAVA-compliant voting machine must be operational in every polling location for every election.

- 9) **In-State Election Day Support.** Command Central places between 6 and 8 support people in Wisconsin for *every* state-wide election. These support people are available for onsite support and carry back-up units (tabulators and printers) with them in case an issue can be resolved by temporarily replacing your unit. HMA customers may use this service at no charge.

WITHOUT AN HMA: In-state Election Day Support is available at \$150 per hour, minimum billing of two hour.

- 10) **Open Record Request Consultation.** Command Central is available for questions regarding available services for responding to open-records requests.

WITHOUT AN HMA: Consultation is available at \$150 per hour, minimum billing of two hour.

- 11) **Command Central Website.** Users may visit a Command Central website with an "access code" specific to HMA customers. Supply ordering, Election Guide information, and other current or future online tools will be available.

WITHOUT AN HMA: Access will only be available to HMA "members".

TO REINSTATE AN EXPIRED HMA: An HMA Reinstatement Fee of \$300 will be assessed for municipalities letting their HMA coverage lapse. If a municipality cancels an agreement one year and decides to reinstate it the next, there will be a \$200 re-certification charge (to cover special diagnostic testing to ensure the machine is functioning properly) PLUS that year's normal HMA fee.



United States Election Assistance Commission



Certificate of Conformance

**Dominion Voting Systems
Democracy Suite 4.14-D**

The voting system identified on this certificate has been evaluated at an accredited voting system testing laboratory for conformance to the 2005 *Voluntary Voting System Guidelines (2005 VVSG)*. Components evaluated for this certification are detailed in the attached Scope of Certification document. This certificate applies only to the specific version and release of the product in its evaluated configuration. The evaluation has been verified by the EAC in accordance with the provisions of the *EAC Voting System Testing and Certification Program Manual* and the conclusions of the testing laboratory in the test report are consistent with the evidence adduced. This certificate is not an endorsement of the product by any agency of the U.S. Government and no warranty of the product is either expressed or implied.

Product Name: Democracy Suite

Model or Version: 4.14-D

Name of VSTL: NTS Huntsville

EAC Certification Number: DVS-DemSuite4.14-D

Date Issued: 11/25/2014

*Chief Operating Officer & Acting Executive Director
U.S. Election Assistance Commission*

Scope of Certification Attached

State of Wisconsin\Government Accountability Board

212 East Washington Avenue, 3rd Floor
 Post Office Box 7984
 Madison, WI 53707-7984
 Voice (608) 266-8005
 Fax (608) 267-0500
 E-mail: gab@wisconsin.gov
<http://gab.wi.gov>



JUDGE GERALD C. NICHOL
 Chair

KEVIN J. KENNEDY
 Director and General Counsel

Via Email

June 29, 2015

Mr. Ian S. Piper
 Director of Federal Certification
 Dominion Voting Systems, Inc.
 1201 18th Street, Suite 210
 Denver, CO 80202

Mr. Piper:

On June 18, 2015, the Wisconsin Government Accountability Board (Board) granted approval of the Dominion Democracy Suite 4.14-D and 4.14-DS voting systems.

Board Staff tested and the Board approved the following hardware for the 4.14-D and 4.14-DS:

<i>Equipment</i>	<i>Hardware Version(s)/Make and Model</i>	<i>Firmware Version</i>	<i>Type</i>
ImageCast Precinct (ICP)	320A, 320C	4.14.17-US**	Polling place scanner and tabulator
Ballot Marking Device (ICP-BMD Audio)	HP Office Jet 7110*		Accessibility add-on
ImageCast Central (ICC)	Canon Scanner DR-X10C/G1130* OptiPlex 9020/9030 Desktop*	4.14.17**	Central count scanner and tabulator
ImageCast Evolution (ICE)	410A External Monitor AOC 156LM00003*	4.14.21**	Polling place scanner and tabulator w/ accessibility functionality

Compact Flash Cards*	<u>SanDisk Ultra***:</u> SDCFHS-004G SDCFHS-008G <u>RiData:</u> CFC-14A RDF8G-233XMCB2-1 RDF16G-233XMCB2-1 RDF32G-233XMCB2-1 <u>SanDisk Extreme:</u> SDCFX-016G SDCFX-032G <u>SanDisk:</u> SDFAA-008G		Memory device for ICP and ICE tabulators.
Modems (4.14-DS only)*	Verizon USB Modem Pantech UML295 USB Modem MultiTech MT9234MU CellGo Cellular Modem E-Device 3GPUSUS AT&T USB Modem MultiTech GSM MTD-H5 Fax Modem US Robotics 56K V.92.		Analog and wireless modems for transmitting unofficial election night results.

* COTS devices used by the Democracy Suite Voting System.

** Board staff visually inspected firmware versions on each piece of voting equipment.

*** Dominion recommended flash cards.

Board staff tested and the Board approved the following software for the 4.14-D and 4.14-DS:

<i>Software</i>	<i>Version</i>
Democracy Suite Election Management System (EMS)*	4.14.37
1. Election Event Designer 2. Results Tally and Reporting 3. Audio Studio 4. Data Center Manager 5. Election Data Translator 6. Application Server 7. Network Attached Storage Server 8. EMS File System Service 9. Database Server Application	

ImageCast Listener (4.14-DS only)

*The EMS version presented for approval excluded any Adjudication or AIMS software components (which received approval by the EAC) due to scheduling of testing and limited practical uses of the Adjudication software in Wisconsin.

In order to maintain approval for use of the 4.14-D and 4.14-DS in Wisconsin, Dominion must comply with the requirements of Chapter 7 of the Government Accountability Board Administrative Code. A copy of this chapter has been enclosed for your review. Specifically, Dominion must:

1. Timely pay the Board's costs for testing and approving these voting systems. An invoice will arrive separately.
2. Immediately notify the Board of any changes to these voting systems. The Board will determine the procedures for approving any changes for use in Wisconsin on a case-by-case basis.
3. Furnish a copy of the programs, documentation, and source code for these systems to be placed in escrow with EscrowTech International, Inc within 90 days from the date of this letter, in accordance with Wis. Stat. § 5.905(2).
4. Ensure that the election results from these systems can be exported on election night into the Statewide Voter Registration System (SVRS) in a format specified by the Board.
5. Inform the Board regarding any municipalities in Wisconsin which agree to use these voting systems, as well as any states or other jurisdictions which approve this voting system for use.
6. In the instance of voluntary withdrawal, involuntary decertification by the US EAC (or other Federal agency responsible for voting systems certification), or revocation of approval by the Board of the Dominion Democracy Suite 4.14-D or 4.14-DS (including any component), Dominion shall provide affected customers with substitute tabulation equipment so that any impacted election may be properly tabulated pursuant to Wis. Stat. § 5.40.
7. Submit an Application for Modification for *de minimis* or non-*de minimis* changes; however, any non-*de minimis* changes may require a full or limited application and testing process.
8. Complete the attached Certificate of Performance Compliance: Delivery of Voting System for each municipality when the 4.14-D or 4.14-DS is purchased. One certified copy must be provided to the municipality upon delivery of the voting system and one certified copy must be provided to the Board.

Furthermore, the Board enacted additional requirements for the Dominion Democracy Suite 4.14-D and 4.14-DS voting systems. The Board determined that the following continuing conditions shall remain ongoing for Dominion and purchasing localities.

1. Dominion may not impose customer deadlines contrary to requirements provided in Wisconsin Statutes, as determined by the Board. In order to enforce this provision, local

jurisdictions purchasing Dominion equipment shall also include such a provision in their respective purchase contract or amend their contract if such a provision does not currently exist.

2. The 4.14-D or 4.14-DS must always be configured to include the following options:
 - a. Automatically reject all overvoted ballots, without the option to override.
 - b. Store election set-up, results, and ballot images on both compact memory cards. Each memory card must be retained, with the data intact, for the required retention period. If a jurisdiction transfers the data from the memory cards to a digital storage device after the recount period they must transfer all files from both memory cards into two separate files.
 - c. Prohibit the use of the Write-In Preference feature, which causes write-in votes to always count over a ballot candidate.
 - d. Provide an audible warning tone and visual warning message when a crossover, overvote, blank, or ambiguous ballot is fed into the voting equipment.
 - e. Return a marked ballot to the voter for review prior to casting the ballot when ballots are marked using the ICE on-board marking device system.
 - f. The ambiguous mark threshold ranges must be set per Dominion's recommendation, which are 15%-35% for the oval and 12%-35% for the write-in box. The Board retains the discretion to alter these ranges.
 - g. Capture digital ballot images of all ballots cast by the system.
3. Election inspectors shall continue to check the main bin and review all ballots for validly cast write-ins at the close of the polls at every election.
4. Election inspectors shall remake all absentee ballots automatically rejected by the voting equipment so that the ballot count is consistent with total voter numbers.
5. Clerks and election inspectors shall ensure that external modems are secured prior to, during, and after every election.
6. Election inspectors shall enable an on-screen review of the ballot on the ICE for every ballot marked using the on-board ballot marking device.
7. As part of US EAC certificate: DVS-DemSuite4.14-D, only equipment included in this certificate are allowed to be used together to conduct an election in Wisconsin. Previous systems that were approved for use by the former Elections Board and the G.A.B. are not compatible with the new Dominion voting system, and are not to be used together with the equipment seeking approval by the Board, as this would void the US EAC certificate. If a jurisdiction upgrades to 4.14-D, they need to upgrade each and every component of the voting system to the requirements of what is approved herein. Likewise, if a jurisdiction upgrades to 4.14-DS, they need to upgrade each and every component of the voting system to the requirements of what is approved herein. The 4.14-D and 4.14-DS voting systems require a hardened computer terminal to program elections. Municipalities may not use an AutoMARK as a ballot marking device for ballots that will be fed into a 4.14-D or 4.14-DS piece of equipment.
8. Dominion shall abide by applicable Wisconsin public records laws. If, pursuant to a proper public records request, the customer receives a request for matters that might be proprietary

or confidential, customer will notify Dominion, providing the same with the opportunity to either provide customer with the record that is requested for release to the requestor, or shall advise Customer that Dominion objects to the release of the information, and provide the legal and factual basis of the objection. If for any reason, the customer concludes that customer is obligated to provide such records, Dominion shall provide such records immediately upon customer's request. Dominion shall negotiate and specify retention and public records production costs in writing with customers prior to charging said fees. In absence of meeting such conditions of approval, Dominion shall not charge customer for work performed pursuant to a proper public records request, except for the "actual, necessary, and direct" charge of responding to the records request, as that is defined and interpreted in Wisconsin law, plus shipping, handling, and chain of custody.

Please note that noncompliance with these, or any other requirements contained in Wisconsin Statutes or the Government Accountability Board Administrative Code, may result in the suspension or withdrawal of the Board's approval of these voting systems.

We require written acceptance of the terms specified in this letter within 20 business days from the date of this letter. If you have any questions, please do not hesitate to contact either myself or Matthew Kitzman of the Wisconsin Government Accountability Board.

Sincerely,

Wisconsin Government Accountability Board



Kevin J. Kennedy
Director and General Counsel

cc:

Dana LaTour
Regional Sales Manager
Dominion Voting Systems

Chad Trice
President
Command Central

Michael Haas
Elections Administrator
Wisconsin Government Accountability Board

Ross Hein
Elections Supervisor
Wisconsin Government Accountability Board

Matthew Kitzman
Electronic Voting Equipment Election Specialist
Wisconsin Government Accountability Board

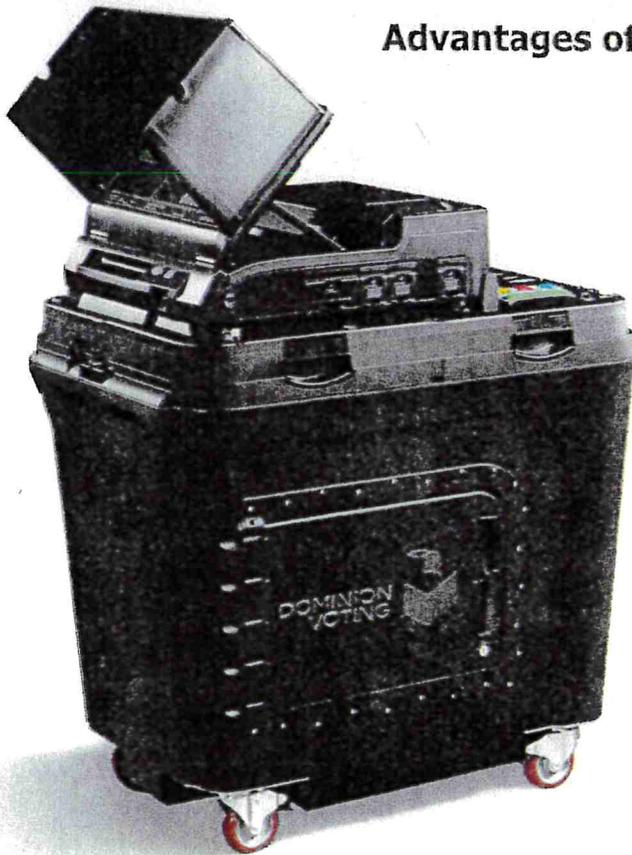


IMAGECAST® EVOLUTION



The first **ALL-IN-ONE optical scan tabulator and ballot marking device**. Integrates ballot scanning and accessible ballot marking solutions in one universal integrated device.

Advantages of an ALL-IN-ONE Voting Machine:



- ✓ One vote total
- ✓ One machine to purchase
- ✓ One machine to program
- ✓ One machine to test
- ✓ One machine to support
- ✓ One machine to store and maintain
- ✓ One machine to train election workers

One machine for ALL voters!

Additional Benefits:

- High resolution digital scanning technology
- Patented AuditMark® technology illustrates how ballots are read
- Marginal mark detection clarifies intent
- End-to-end system auditability
- Engineered simplicity, start to finish

Your partner for
successful elections!

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Fax: 320.259.7028

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**COMMAND
CENTRAL**

an Election Management company

Equipment Installation & Training

ImageCast Tabulator Package Detail

This detail is to inform you of all the steps, components, and features that are included with our installation and training package for the new ImageCast tabulators. We take great pride in understanding and providing everything you need to get ready for your first election. We want to prove to you up front the quality customer service from Command Central that you can expect for years to come.

Installation & Compliance Testing

All components are shipped from Dominion Voting directly to Command Central's warehouse where we confirm inventory and assemble all the components. We then test the following items included in your equipment purchase for compliance and certify them to be in working order:

- ImageCast Tabulator
 - Built-In Write-In Ballot Diverter
 - Built-In Thermal Printer w/Paper Roll
 - Built-In 4 Hour Internal Battery
- ImageCast Ballot Box & Tabulator Specific Locking Tray
- Additional Power Cord for Routine Battery Charging
- ADA Audio-Tactile Interface (ATT) , Cable & Headphones
- Ballot Marking Device (BMD) & Cables (if applicable)
- Dual-Display Monitor & Cable (if applicable)
- 2 Compact Flash Memory Cards
- iButton Security Key
- Ink Cartridge (for ballot marking device)

Once everything has been approved by our technicians, we add additional instructional labels and signage that accompany our Testing/Election and Training Guides to make the equipment easier to use for your poll workers. We also assemble your Election and Training Kits that have been customized to your state's requirements to ensure a successful election.

Equipment Carrying Cases

Specially designed carrying cases are included with the installation and training package. These carrying cases help protect the tabulators (and printers if applicable) during storage and provide an easier way to transport them for Preventative Maintenance visits.

Equipment Training

Initial Group Training Session

After Command Central is confident that every installation detail is complete and ready for you, we will deliver the equipment to the pre-scheduled group training session(s) where all clerks, deputies, and chief inspectors are encouraged to attend the FIRST round of training. During the initial group training session, we will demonstrate the new equipment and answer all questions or concerns about upgrading to the new equipment. Because your new equipment will be at the training session, you will get to spend a few hours of hands-on training with our trainers and technicians that will be on site. Our #1 training goal is to make sure that when you leave the initial training session, you have 100% confidence in the new equipment and your ability to use it.

First Election Refresher Training Session

To be absolutely sure that you have complete confidence in the equipment for your first election, we will again send a trainer to a pre-scheduled group training session to offer a refresher before your first pre-election testing begins. You will not bring your equipment to this session as we will provide a few training machines.

Training and Election Kits

Each tabulator will come with a durable storage bin that will help organize all your election and training materials. In each bin, the following items are provided as part of your installation and training fee:

Training Kit

Our training kit includes everything you need to conduct routine poll worker training at your convenience.

- Printed training guide
- Access to online training videos
- Access to online training files to print in additional guides or help documents
- 2 pre-marked training ballot test decks:
 - Special training deck showing errors
 - Standard training deck showing tabulation and reporting
- 50 blank training ballots
- Training lanyard/wallet
 - Custom-printed identification card
- 2 additional compact flash memory cards for training purposes only
- Removable carabineer for security keys
- Additional iButton security key for training purposes only
- Additional ballot box key

Election Kit

The election kit includes everything needed to perform your pre-election testing tasks and election day requirements.

- Printed election guide
- Access to online testing and election day training videos
- Access to online files to print additional guides or help documents
- Election lanyard/wallet*
 - Custom-printed identification card
- Removable carabineer for security keys
- Ballot box key

* Each election will require the 2 compact flash memory cards and the iButton security key to be programmed individually. The election lanyard/wallet, all compact flash cards, and all security keys will be securely stored at Command Central when not in use.

Additional Training

County and Municipal Clerks that are customers of Command Central are welcome to visit us at our St. Cloud, MN office for training at agreed-upon dates at no charge, once a year.



COMMITTEE OF THE WHOLE

ITEM NUMBER: 12

DATE: May 2, 2017

SUBJECT: RESOLUTION 4847(5) to consider approving an Extraterritorial Zoning (ETZ) Certified Survey Map (CSM) for property located at 30561 Bushnell Road in the Town of Burlington.

SUBMITTED BY: Gregory Guidry, Building Inspector

BACKGROUND/HISTORY:

As part of the City's Extraterritorial Plat Approval Jurisdiction Area with the Town of Burlington, which includes any area within 1.5 miles of the City of Burlington, all divisions and subdivisions of land shall be reviewed by the Plan Commission and Common Council. The purpose of this is to enable the City to extend regulations to adjacent land that could affect quality of life within the city. The Extraterritorial Zoning District (ETZ) represents a city's potential growth boundary, both with respect to its future tax base and municipal service area.

This Certified Survey Map has been submitted for review by Timothy & Joan Warren for property located on 30561 Bushnell Road in the Town of Burlington. The applicant would like to subdivide two parcels creating Proposed Lots 1 and 2 with the remnants of the existing parcels remaining as is. The land subdivision will create Proposed Lot 1 suitable for a future single-family residence with 5.71 acres; Proposed Lot 2 with its existing single-family residence and outbuilding with 5.30 acres.

The Town of Burlington Planning and Zoning Committee approved this CSM at their April 13, 2017 meeting.

BUDGET/FISCAL IMPACT:

N/A

RECOMMENDATION:

The Plan Commission and City Staff recommend approval of this Certified Survey Map in the Town of Burlington within the Extraterritorial zoning boundary.

TIMING/IMPLEMENTATION:

This item is for discussion at the May 2, 2017 Committee of the Whole meeting and scheduled for final consideration at the Common Council meeting the same night.

ATTACHMENTS:

Resolution
ETZ CSM

RESOLUTION NO. 4847(5)

Introduced by: Committee of the Whole

A RESOLUTION APPROVING A CERTIFIED SURVEY MAP FOR TIMOTHY AND JOAN WARREN FOR PROPERTY LOCATED AT 30561 BUSHNELL ROAD IN THE TOWN OF BURLINGTON, WITHIN THE CITY'S EXTRATERRITORIAL PLAT JURISDICTION

WHEREAS, the Plan Commission of the City of Burlington has reviewed a certified survey map shown hereon, proposed and submitted by Timothy and Joan Warren for property located at 30561 Bushnell Road in the Town of Burlington; for property described as:

BEING A PART OF THE NORTHEAST ¼ AND THE SOUTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 3, TOWNSHIP 2 NORTH, RANGE 19 EAST OF THE FOURTH PRINCIPAL MERIDIAN IN THE TOWNSHIP OF BURLINGTON, RACINE COUNTY, WISCONSIN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTH ¼ CORNER OF SAID SECTION 3, THENCE NORTH 00°04'12" WEST ALONG THE EAST LINE SAID SOUTHWEST ¼ SECTION 312.73 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 84°55'45" WEST 537.85 FEET; THENCE NORTH 09°57'57" WEST 105.76 FEET; THENCE NORTH 37°19'21" EAST 348.44 FEET; THENCE NORTH 17°36'33" WEST 432.16 FEET; THENCE NORTH 24°25'54" WEST; 76.65 FEET; THENCE NORTH 43°04'59" EAST 310.63 FEET; THENCE NORTH 25°38'52" WEST 173.99 FEET; THENCE NORTH 00°19'54" EAST 103.22 FEET; THENCE NORTH 42°55'54" EAST 215.07 FEET; THENCE NORTH 30°06'55" EAST 91.85 FEET; THENCE NORTH 62°45'55" EAST 126.55 FEET; THENCE NORTH 00°04'12" WEST 105.16 FEET TO A POINT OF THE SOUTH LINE OF STATE TRUNK HIGHWAY "142", THENCE SOUTH 61°11'54" EAST ALONG SAID SOUTH LINE 18.72 FEET; THENCE NORTH 36°25'23" EAST 33.00 FEET TO A POINT IN THE CENTER LINE OF STATE TRUNK HIGHWAY "142"; THENCE SOUTH 53°32'33" EAST ALONG SAID CENTER LINE 127.28 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY 210.07 FEET ALONG SAID CENTER LINE BEING THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 1937.03 FEET AND WHOSE LONG CHORD BEARS SOUTH 50°26'08" EAST 209.97 FEET TO A POINT ON THE EAST LINE OF SAID SOUTHWEST ¼ SECTION; THENCE SOUTH 00°04'12" EAST ALONG SAID EAST LINE 318.17 FEET; THENCE SOUTH 62°45'55" WEST (RECORDED AS SOUTH 61°19'05" WEST) 134.19 FEET; THENCE SOUTH 30°06'55" WEST (RECORDED AS SOUTH 28°40'05" WEST) 87.38 FEET; THENCE SOUTH 41°46'54" WEST (RECORDED AS SOUTH 40°20'04" WEST) 82.55 FEET; THENCE SOUTH 43°37'11" WEST (RECORDED AS SOUTH 42°10'21" WEST) 107.19 FEET; THENCE SOUTH 14°06'29" WEST (RECORDED AS SOUTH 12°39'39" WEST) 54.56 FEET; THENCE SOUTH 00°19'54" WEST (RECORDED AS SOUTH 01°06'56" EAST) 25.58 FEET; THENCE SOUTH 10°42'14" EAST (RECORDED AS SOUTH 12°09'04" EAST) 32.63 FEET; THENCE SOUTH 21°59'00" EAST (RECORDED AS SOUTH 23°25'50" EAST) 28.58 FEET; THENCE SOUTH 25°38'52" EAST (RECORDED AS SOUTH 27°05'42" EAST) 304.05 FEET; THENCE SOUTH 54°43'05" EAST (RECORDED AS SOUTH 56°09'53" EAST) 34.31 FEET; THENCE NORTH 54°33'37" EAST (RECORDED AS NORTH 53°06'47" EAST) 76.99 FEET; THENCE NORTH 52°48'45" EAST (RECORDED AS NORTH 51°21'55" EAST) 84.34 FEET TO A POINT ON THE EAST LINE OF SAID SOUTHWEST ¼ SECTION; THENCE SOUTH 00°04'12" EAST ALONG SAID EAST LINE 1066.14 FEET TO THE PLACE OF BEGINNING. CONTAINING 11.27 ACRES OF LAND MORE OR LESS. SUBJECT TO RIGHTS OF THE PUBLIC OVER THE NORTHERLY 33 FEET THEREOF FOR PUBLIC ROAD PURPOSES (STATE TRUNK HIGHWAY "142" a.k.a. BUSHNELL ROAD).

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Burlington, Racine County and Walworth County, State of Wisconsin, that the attached certified survey map prepared on March 17, 2017 by Robert J. Wetzel, WLS, is hereby approved.

BE IT FURTHER RESOLVED that the City Clerk shall forward a copy of this resolution to the Town of Burlington Clerk, 32288 Bushnell Road, Burlington, WI 53105; Julie Anderson, Director, Racine County Planning and Development, 14200 Washington Ave., Sturtevant, WI 53177; and Walworth County Land Use and Resource Management, W3929 County Road NN, Elkhorn, WI 53121.

Introduced: May 2, 2017
Adopted: , 2017

Jeannie Hefty, Mayor

Attest:

Diahnn Halbach, City Clerk

CERTIFIED SURVEY MAP NO. _____.

BEING A PART OF THE NORTHEAST 1/4 AND THE SOUTHWEST 1/4 OF THE SOUTH-EAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 2 NORTH, RANGE 19 EAST OF THE FOURTH PRINCIPAL MERIDIAN IN THE TOWNSHIP OF BURLINGTON, RACINE COUNTY, WISCONSIN.

OWNERS: TIMOTHY P. AND JOAN M. WARREN
30561 BUSHNELL ROAD
BURLINGTON, WI 53105

PREPARED BY: B.W. SURVEYING, INC.
412 N. PINE STREET
BURLINGTON, WI 53105
JOB NO. 9281-CSM

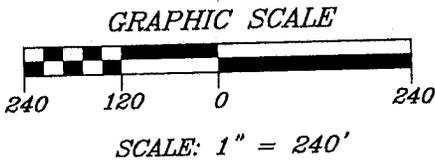
LEGAL DESCRIPTION:

BEING A PART OF THE NORTHEAST 1/4 AND THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 2 NORTH, RANGE 19 EAST OF THE FOURTH PRINCIPAL MERIDIAN IN THE TOWNSHIP OF BURLINGTON, RACINE COUNTY, WISCONSIN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTH 1/4 CORNER OF SAID SECTION 3, THENCE NORTH 00°04'12" WEST ALONG THE EAST LINE OF SAID SOUTHWEST 1/4 SECTION 312.73 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 84°55'45" WEST 537.85 FEET; THENCE NORTH 09°57'57" WEST 105.76 FEET; THENCE NORTH 37°19'21" EAST 348.44 FEET; THENCE NORTH 17°36'33" WEST 432.16 FEET; THENCE NORTH 24°25'54" WEST 76.65 FEET; THENCE NORTH 43°04'59" EAST 310.63 FEET; THENCE NORTH 25°38'52" WEST 173.99 FEET; THENCE NORTH 00°19'54" EAST 103.22 FEET; THENCE NORTH 42°55'54" EAST 215.07 FEET; THENCE NORTH 30°06'55" EAST 91.85 FEET; THENCE NORTH 62°45'55" EAST 126.55 FEET; THENCE NORTH 00°04'12" WEST 159.55 FEET; THENCE NORTH 50°08'34" WEST 359.91 FEET; THENCE NORTH 00°04'12" WEST 105.16 FEET TO A POINT ON THE SOUTH LINE OF STATE TRUNK HIGHWAY "142"; THENCE SOUTH 61°11'54" EAST ALONG SAID SOUTH LINE 18.72 FEET; THENCE NORTH 36°25'23" EAST 33.00 FEET TO A POINT IN THE CENTER LINE OF STATE TRUNK HIGHWAY "142"; THENCE SOUTH 53°32'33" EAST ALONG SAID CENTER LINE 127.28 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY 210.07 FEET ALONG SAID CENTER LINE BEING THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 1937.03 FEET AND WHOSE LONG CHORD BEARS SOUTH 50°26'08" EAST 209.97 FEET TO A POINT ON THE EAST LINE OF SAID SOUTHWEST 1/4 SECTION; THENCE SOUTH 00°04'12" EAST ALONG SAID EAST LINE 318.17 FEET; THENCE SOUTH 62°45'55" WEST (RECORDED AS SOUTH 61°19'05" WEST) 134.19 FEET; THENCE SOUTH

PREPARED FOR: TIMOTHY P. AND JOAN M. WARREN
 30561 BUSHNELL ROAD
 BURLINGTON, WI 53105

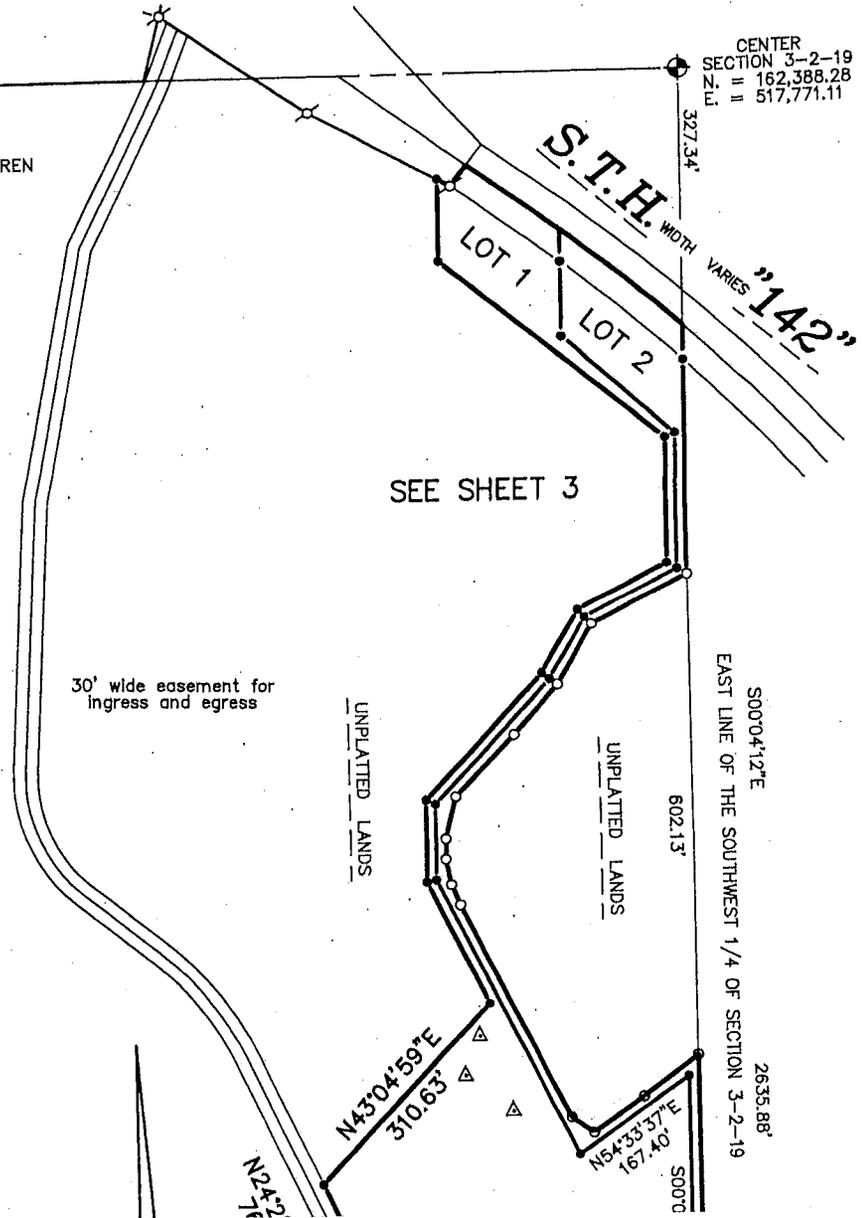
PREPARED BY: B.W. SURVEYING, INC.
 412 N. PINE STREET
 BURLINGTON, WI 53105
 (262)-767-0225
 JOB NO. 9281-CSM

ZONED: A-2
 PRINCIPAL STRUCTURE SETBACKS
 STREET YARD = NOT LESS THAN 75 FEET
 SIDE YARD = NOT LESS THAN 25 FEET
 REAR YARD = NOT LESS THAN 25 FEET

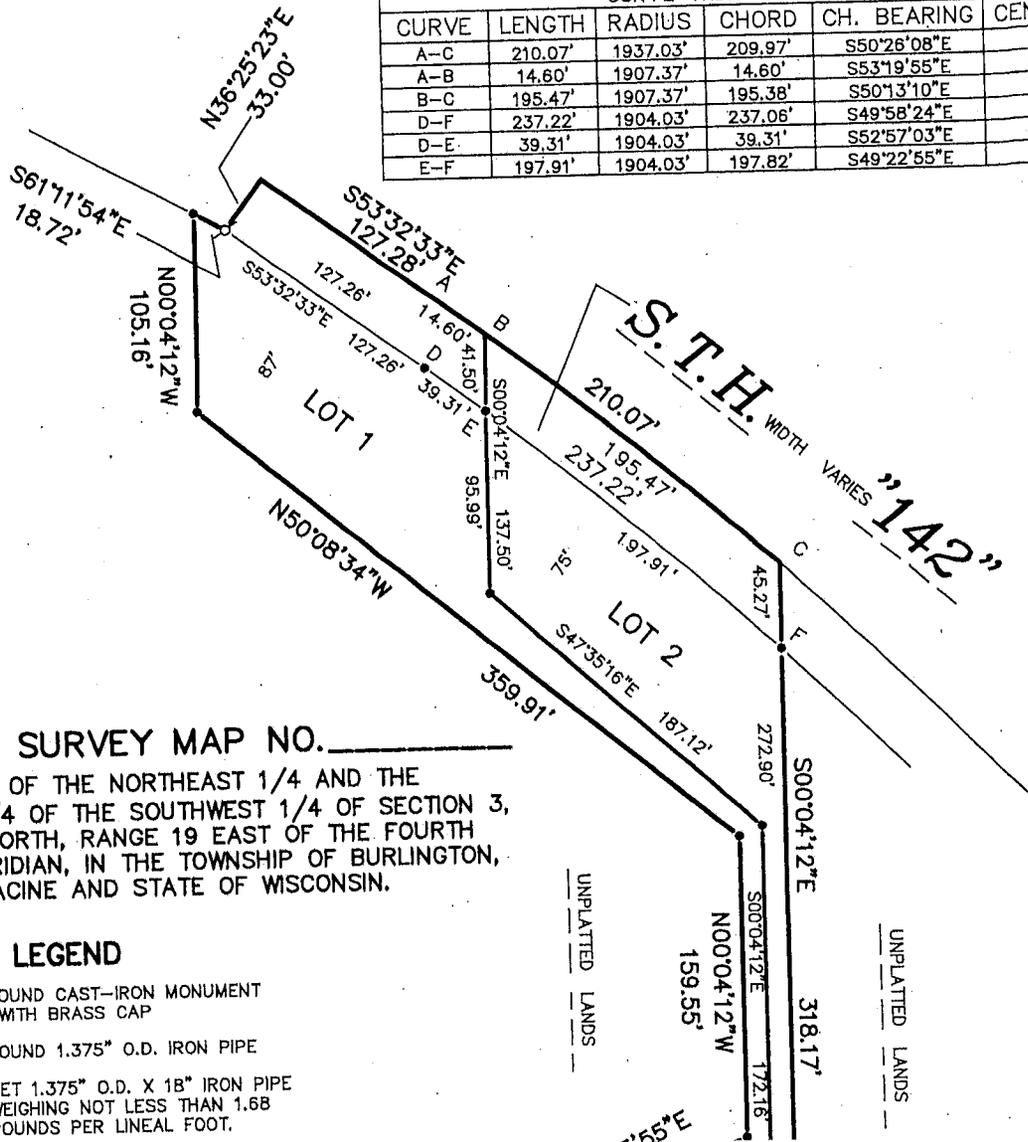


LEGEND

- ◆ FOUND CAST-IRON MONUMENT WITH BRASS CAP
- FOUND 1.375" O.D. IRON PIPE
- SET 1.375" O.D. X 18" IRON PIPE WEIGHING NOT LESS THAN 1.68 POUNDS PER LINEAL FOOT.
- △ SOIL BORING
- ⊕ FOUND D.O.T. ROD WITH CAP



CURVE TABLE					
CURVE	LENGTH	RADIUS	CHORD	CH. BEARING	CENT. ANGLE
A-C	210.07'	1937.03'	209.97'	S50°26'08"E	06°12'49"
A-B	14.60'	1907.37'	14.60'	S53°19'55"E	00°25'55"
B-C	195.47'	1907.37'	195.38'	S50°13'10"E	05°46'54"
D-F	237.22'	1904.03'	237.06'	S49°58'24"E	07°08'18"
D-E	39.31'	1904.03'	39.31'	S62°57'03"E	01°10'58"
E-F	197.91'	1904.03'	197.82'	S49°22'55"E	05°57'20"



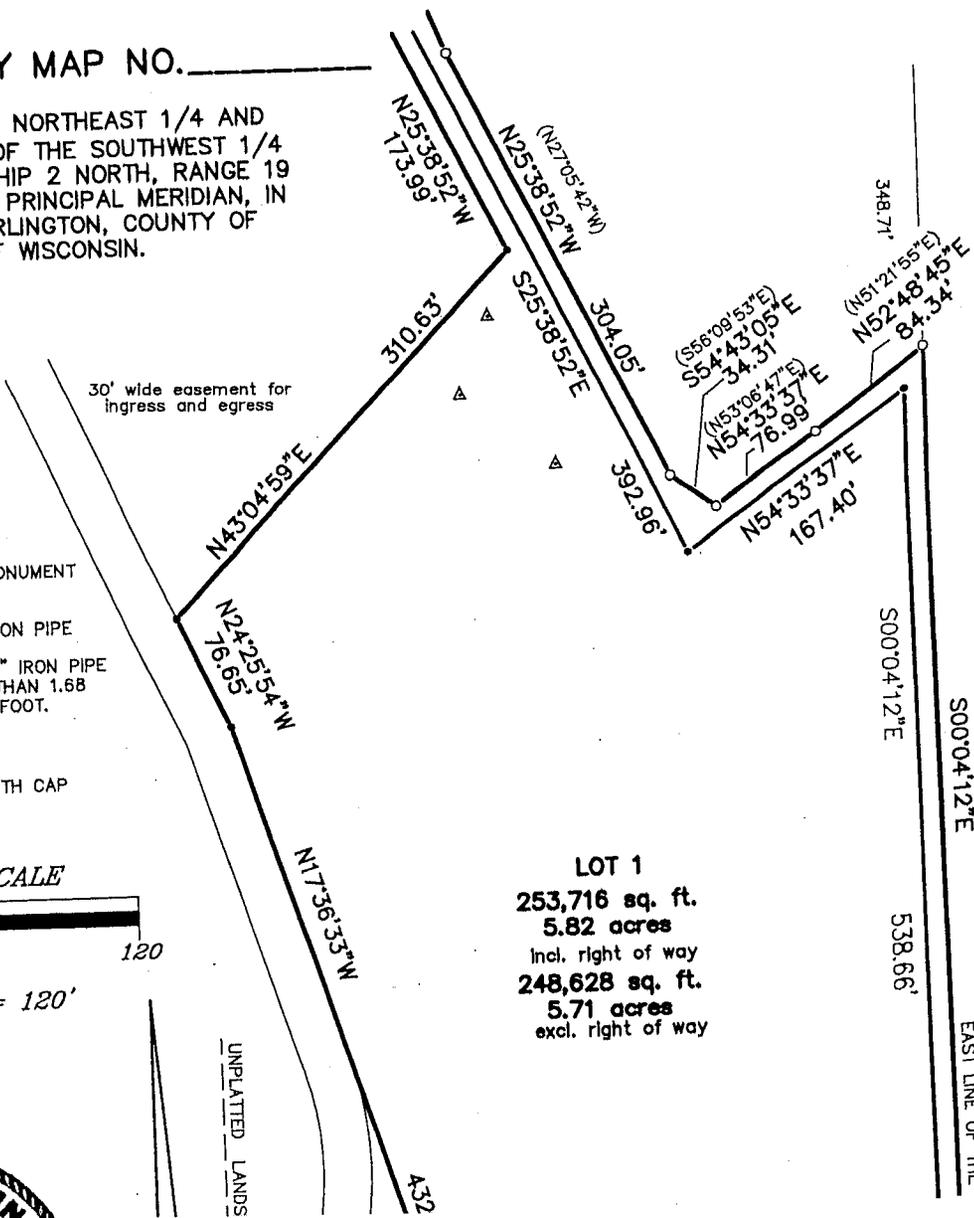
CERTIFIED SURVEY MAP NO. _____
 BEING A PART OF THE NORTHEAST 1/4 AND THE
 SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 3,
 TOWNSHIP 2 NORTH, RANGE 19 EAST OF THE FOURTH
 PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF BURLINGTON,
 COUNTY OF RACINE AND STATE OF WISCONSIN.

LEGEND

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- FOUND 1.375" O.D. IRON PIPE
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CERTIFIED SURVEY MAP NO. _____

BEING A PART OF THE NORTHEAST 1/4 AND THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 2 NORTH, RANGE 19 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF BURLINGTON, COUNTY OF RACINE AND STATE OF WISCONSIN.



LEGEND

- ⊕ FOUND CAST-IRON MONUMENT WITH BRASS CAP
- FOUND 1.375" O.D. IRON PIPE
- SET 1.375" O.D. X 18" IRON PIPE WEIGHING NOT LESS THAN 1.68 POUNDS PER LINEAL FOOT.
- △ SOIL BORING
- ⊗ FOUND D.O.T. ROD WITH CAP
- () RECORDED AS

GRAPHIC SCALE



SCALE: 1" = 120'

LOT 1
 253,716 sq. ft.
 5.82 acres
 Incl. right of way
 248,628 sq. ft.
 5.71 acres
 excl. right of way



CERTIFIED SURVEY MAP NO. _____.

BEING A PART OF THE NORTHEAST 1/4 AND THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 2 NORTH, RANGE 19 EAST OF THE FOURTH PRINCIPAL MERIDIAN IN THE TOWNSHIP OF BURLINGTON, RACINE COUNTY, WISCONSIN.

OWNER'S CERTIFICATE:

WE, TIMOTHY P. AND JOAN M. WARREN AS OWNERS, HEREBY CERTIFY THAT WE CAUSED THE LAND DESCRIBED ON THIS CERTIFIED SURVEY MAP TO BE SURVEYED, DIVIDED, AND MAPPED AS REPRESENTED HEREON.

DATED THIS _____ DAY OF _____, 2017

TIMOTHY P. WARREN

JOAN M. WARREN

TOWN OF BURLINGTON TOWN BOARD APPROVAL:

THIS CERTIFIED SURVEY MAP IS HEREBY APPROVED BY THE TOWN OF BURLINGTON TOWN BOARD ON THIS _____ DAY OF _____, 2017.

RALPH RICE

TOWN CHAIRMAN

ADELHEID STREIF

TOWN CLERK

CITY OF BURLINGTON APPROVAL (EXTRATERRITORIAL):



COMMITTEE OF THE WHOLE

ITEM NUMBER: 13

DATE: May 2, 2017

SUBJECT: RESOLUTION 4848(6) to consider approving a two-year contract for part-time building inspection services with Municipal Services, LLC.

SUBMITTED BY: Gregory Guidry, Building Inspector & Zoning Administrator and Megan E. Watkins, Director of Administrative Services

BACKGROUND/HISTORY:

The City has contracted services with Municipal Services, LLC since 2008 for building and zoning inspection purposes on an as needed basis. As the Building Department contains one inspector, there are times additional help is warranted, such as when Gregory Guidry attends training sessions, takes personal time off or when inspection requests are unusually high and deadlines are tight.

Jim Deluca, owner of Municipal Services, has worked with the City's Building Inspection Department since 1995 and is fully versed in our code of ordinances. Municipal Services provides licensed inspectors that can provide both residential and commercial inspection services. Expenditures over the last two years for these inspection services average about \$3,000 per year, which is significantly less than years prior to Gregory's arrival with the City in February 2015. These savings are due in part to Gregory being fully licensed and certified in all residential and commercial fields, which was not the case with former City inspectors.

The 2017–2019 agreement before you contains all of the same language and requirements of the current contract in which all services provided will remain the same.

BUDGET/FISCAL IMPACT:

As these services are on an as needed basis, actual costs can vary. Average expenditures with Municipal Services for 2015 and 2016 were roughly \$3,000 per year. These expenditures are included in the Building Department budget under Contract Services.

RECOMMENDATION:

Staff recommends approval of a two year contract with Municipal Services, LLC.

TIMING/IMPLEMENTATION:

This item is for discussion at the May 2, 2017 Committee of the Whole meeting and is scheduled for the May 16, 2017 Common Council meeting for final consideration.

ATTACHMENTS:

Resolution
Agreement

RESOLUTION NO. 4848(6)
Introduced by: Committee of the Whole

**A RESOLUTION APPROVING A TWO-YEAR CONTRACT FOR PART-TIME
BUILDING INSPECTION SERVICES WITH MUNICIPAL SERVICES, LLC**

WHEREAS, the City of Burlington has building and zoning activities that warrant the hiring of part-time assistance for the Building Department, specifically to provide staff coverage for all building inspections during peak demand periods; and,

WHEREAS, the City's Building Inspector and Zoning Administrator recommends that the City hire the private firm Municipal Services, LLC, a/k/a James DeLuca, a Wisconsin Limited Liability Company to fill this need. Municipal Services, LLC employs several inspectors which are certified in all areas of the State Building Codes including commercial electrical and they would be capable of serving this community with any building or zoning needs; and,

WHEREAS, the City Administrator and Building Inspector have reviewed the proposed two-year contract from April 1, 2017 through March 31, 2019, attached hereto and made a part hereof, and recommend it's approval.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Burlington that the two-year contract for part-time building and inspection services with Municipal Services, LLC is hereby approved and the Mayor is authorized to execute said Contract on behalf of the City.

Introduced: May 2, 2017
Adopted:

Jeannie Hefty, Mayor

Attest:

Diahnn Halbach, City Clerk

**CONTRACT FOR PART-TIME
BUILDING INSPECTION SERVICES**

This agreement is entered between the City of Burlington, a Wisconsin Municipal Corporation whose main offices are located at 300 North Pine Street, Burlington, WI 53105 ("Municipality") and Municipal Services, LLC, a/k/a/James DeLuca, a Wisconsin Limited Liability Company whose offices are located at 1469 Creekside Dr, P.O. Box 396, Lyons, WI 53148 ("Agency"), alternatively referred to as "Parties" to this agreement.

RECITALS

WHEREAS, the Municipality requires part-time building inspection services utilizing Wisconsin State Certified Inspectors; and

WHEREAS, the Agency is prepared to provide part-time building inspection services as requested and required by the Municipality; and

WHEREAS, the Parties desire to contract with each other concerning matters relating to building inspection services within the confines of the City of Burlington.

NOW THEREFORE, for valuable consideration, and with the express intention on the part of both Parties, and their respective agents, that this agreement is legally binding, the Parties agree and state as follows:

SECTION 1 SCOPE OF SERVICES

The Agency shall provide the Municipality, upon its specific request as from time to time made, with all necessary building inspection services, as the assistant to and back-up for the City of Burlington Building Inspector, as more fully set forth below.

Specifically, the Agency hereby agrees to provide the Municipality with inspection services stemming from the issuance of building permits and their related inspections in all of the following fields: residential construction, commercial construction, residential HVAC, commercial HVAC, residential electrical, commercial electrical, residential plumbing, commercial plumbing, residential erosion control and commercial erosion control.

The Agency further agrees to perform, at municipal request as from time to time made, necessary plan reviews to ascertain compliance with all applicable federal, state and local regulations. In the absence of the City Building inspector, or at his request, the Agency agrees to perform such plan reviews and issuing building, HVAC, electrical

and/or plumbing permits, and as part of said issuance shall act as Zoning Administrator and review and administer the City of Burlington Zoning Ordinance, and other provisions of the Code of the City of Burlington, inclusive of floodland provisions, as part of said plan reviews and permit issuance. In the case of Agency uncertainty as to application of evaluation of the Zoning Ordinance or other Code provisions, the Agency agrees to refer questions to the City Administrator prior to issuing any permit. The Agency shall also ensure that all necessary State and Federal Permits have been obtained prior to the issuance of any permit hereunder.

The Agency agrees to respond to City of Burlington staff inquiries and complaints and initiate enforcement actions regarding building, zoning, property maintenance and nuisance issues as may be necessary and appropriate under circumstances, issue such Notices and Orders as may be necessary, and assist the City Attorney in the prosecution of such matters. The Agency shall request assistance of the Municipality staff if necessary.

The Agency further agrees to provide additional inspection services in case of an emergency situation.

The agency agrees to maintain records of all permits issued, inspections made, work approved, or other official actions, which records shall be the property of the Municipality and are public records. The Agency agrees to provide monthly activity reports.

The Agency agrees to provide State Certified Inspectors to do all work described and set forth above.

The Agency will provide the salary of its Inspectors, field communication equipment and administrative coordination with the Municipality.

SECTION 2 OFFICE HOURS

The Agency agrees to assist with office hours as requested at City Hall for the public to have access to State Certified Inspectors as requested and scheduled by the Municipality.

SECTION 3 EXCLUSIVE AGENCY PROVIDER

The Municipality agrees and asserts that the Agency is to be the exclusive Agency provider of part-time building inspections, as described in Section 1 for the entire term of this contract. Review by Municipality Staff, the City Engineer, City Attorney or City Planner shall not be a violation of this section.

SECTION 4 TERM OF CONTRACT

The Parties to this contract agree that this agreement shall have a two-year contract beginning not later than April 1, 2017 and extending to March 31st, 2019. Extensions of this contract are permissible and shall be made by specific, written amendment thereto.

Except for cause, either the Municipality or the Agency may terminate this contract after six (6) months of the date of this contract and upon sixty (60) days written notice of the intention to terminate. Either party may terminate this contract for cause. Cause shall be defined as failure to adhere to the terms of this contract.

SECTION 5 INSURANCE; INDEMNIFICATION

A. **INSURANCE.** The Agency shall, at its own expense, procure and maintain at all times during the term of this agreement the following insurance, which said insurance shall be provided on an occurrence basis:

COMMERCIAL GENERAL LIABILITY. Agency shall maintain limits of no less than:

GENERAL LIABILITY. One million dollars (\$1,000,000.00) combined single limit and Two Million Dollars (\$2, 000,000.00) aggregate for bodily injury, personal injury and property damage.

AUTOMOBILE LIABILITY. The agency shall maintain Automobile Liability Coverage for all owned and non-owned automobiles of at least One Million Dollars (\$1,000,000.00) combined single limit for each accident.

WORKERS COMPENSATION. Agency shall maintain statutorily required limits for Workers Compensation and Employers Liability coverage.

The Agency shall provide a duplicate original Certificate of Insurance to the City of Burlington at the time of the execution of this agreement and on the anniversary date of this agreement, and upon and change in insurance carrier or coverage.

B. **INDEMNIFICATION.** The Agency agrees to indemnify the Municipality, its employees, officers and agents from and against any and all claims, suits, demands or causes of action arising out of any act or omission of the Agency and causing injury to any person or persons or property, whomsoever and whatsoever, and specifically including any violation of any non-compete provisions of any contract or agreement by the Agency or its Inspectors.

The Municipality agrees to indemnify the Agency, its employees, officers and agents from and against any and all claims, suits, demands or causes of action arising out of any act or omission of the Municipality and causing injury to any person or persons or property, whomsoever and whatsoever.

SECTION 6 FEES

The Municipality agrees to pay the Agency as follows:

Hourly Wage: \$57.00 per hour for inspections, meeting attendance by request of the Municipality, office hours, and travel to, from and between inspection sites within the Municipality limits.

In the event an official State of Emergency is declared in the City of Burlington, or in the case of other emergency requiring overtime, the City Administrator may authorize payment of the hourly wage at time and one-half or double time as appropriate. The increased hourly wage will only be paid if the City Administrator authorizes the additional hours and work in writing prior to the Agency's performance of services.

Trip Charge: \$57.00 per visit.

The fees listed herein shall be the only fees charged to the Municipality. The Municipality shall not be liable to provide vehicle or mileage allowances.

SECTION 7 AGENCY AS INDEPENDENT CONTRACTOR

It is agreed and understood between the Parties hereto that the Agency shall be considered as an Independent Contractor as that term is defined by the Internal Revenue Service and, as such, the Agency, its employees, and any inspector providing services called for by this contract shall not be considered to be an employee of the City of Burlington and shall not be entitled to any benefits as an employee of the City of Burlington including, but not limited to, health benefits, vacation time, sick time, retirement benefits, or any other benefit.

SECTION 8 GOVERNING LAW

At the time of the execution of this Agreement, the Parties are incorporated and doing business within the State of Wisconsin. The Parties agree that this Agreement shall at all times be construed in accordance with the laws of the State of Wisconsin.

SECTION 9 VOLUNTARINESS

Each of the Parties acknowledges that they have voluntarily executed this Agreement, with full knowledge and information, and that no coercion or undue influence has been used by or against either Party in making this Agreement.

SECTION 10 AMENDMENT

This Agreement shall be amended only by a written Agreement signed by both Parties.

SECTION 11 ENTIRE AGREEMENT

This Agreement represent the entire Agreement of the Parties with respect to the subject matter hereof. All agreements, covenants, representations and warranties, expressed or implied, oral or written, of the Parties with regard to the subject matter hereof are contained herein.

No other agreements, covenants, representations or warranties, expressed or implied oral or written, have been made by either Party to the other with respect to the subject matter of this Agreement. All prior and contemporaneous conversations, negotiations, possible and alleged agreements and representations, covenants and warranties with respect to the subject matter hereof are waived, merged herein and superseded hereby.

SECTION 12 SEVERABILITY

In the event any of the provisions of this Agreement are deemed to be invalid by a Court of Law, the same shall be severed from this Agreement and shall not affect the enforceability of the remainder of this Agreement.

SECTION 13 EXECUTION OF DOCUMENTS

Each Party shall, upon the request of the other or on the other's representative, execute, acknowledge, and deliver any instruments appropriate or necessary to effectuate the intent and provisions of this Agreement. Each Party further asserts that the undersigned representatives have the authority to bind the Parties as to this Agreement.

James DeLuca
James DeLuca, Owner
Municipal Services, LLC

4/1/2017
Date

City of Burlington
Administrator/Mayor

Date

Attest:

City of Burlington
Clerk

Date



COMMITTEE OF THE WHOLE

ITEM NUMBER: 14

DATE: May 2, 2017

SUBJECT: RESOLUTION 4849(7) – to consider approving a resolution awarding the sale of \$8,220,000 General Obligation Corporate Purpose Bonds, Series 2017A.

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

BACKGROUND/HISTORY:

This is the next step in the 2017 Financial Management Plan. This resolution awards the sale of the General Obligation (GO) Bonds sold the morning of May 2. Prior to May 2, the resolutions are in draft. After the sale of the bonds, updated and corrected resolutions will be provided and distributed before the council convenes. Close of the loan is expected to be May 23, 2017.

BUDGET/FISCAL IMPACT:

These GO bonds are to pay for the Kendall Street Water, Storm and Street portions, Pool Construction and Park Projects. Payments will be from Debt Service and Water Utility Revenues.

RECOMMENDATION:

Staff recommends approval of the resolution.

TIMING/IMPLEMENTATION:

This item is for discussion at the May 2, 2017 Committee of the Whole meeting. Due to the timeliness of this issue it is scheduled the same night for final consideration.

ATTACHMENTS:

Draft Resolutions prior to Council Meeting
Completed Resolutions Handed out at Council Meeting

RESOLUTION NO. 4849(7)

**RESOLUTION AWARDING THE SALE OF \$8,220,000
GENERAL OBLIGATION CORPORATE PURPOSE BONDS,
SERIES 2017A**

WHEREAS, on April 5, 2017, the Common Council of the City of Burlington, Racine and Walworth Counties, Wisconsin (the "City") adopted initial resolutions authorizing the issuance of general obligation bonds in the following amounts for the following purposes: \$1,190,000 for street improvement projects; \$170,000 for parks and public grounds projects; \$5,400,000 for a swimming pool project; and \$280,000 for water system projects (collectively, the above-referenced projects are referred to herein as the "Project" and the above-referenced initial resolutions are referred to herein as the "Project Initial Resolutions");

WHEREAS, pursuant to the provisions of Section 67.05, Wisconsin Statutes, within 15 days following the adoption of the Project Initial Resolutions, the City Clerk caused a notice to electors to be published in the Burlington Standard Press, stating the purpose and maximum principal amount of the bond issues authorized by the Project Initial Resolutions and describing the opportunity and procedure for submitting a petition requesting a referendum on any of the Project Initial Resolutions;

WHEREAS, to date, no petition for referendum was filed with the City Clerk, and the time to file such a petition will expire on May 5, 2017;

WHEREAS, the Common Council hereby finds and determines that the Project is within the City's power to undertake and therefore serves a "public purpose" as that term is defined in Section 67.04(1)(b), Wisconsin Statutes;

WHEREAS, on April 5, 2017, the Common Council of the City also adopted an initial resolution authorizing the issuance of general obligation refunding bonds in an amount not to exceed \$1,180,000 (the "Refunding Initial Resolution");

WHEREAS, the obligations to be refunded are the 2020 through 2027 maturities of the General Obligation Refunding Bonds, dated September 20, 2007 (the "Refunded Obligations") (hereinafter the refinancing of the Refunded Obligations shall be referred to as the "Refunding");

WHEREAS, the Common Council deems it to be necessary, desirable and in the best interest of the City to refund the Refunded Obligations for the purpose of achieving debt service savings;

WHEREAS, on April 5, 2017, the Common Council of the City also adopted a resolution (the "Set Sale Resolution") providing that the general obligation bond issues authorized by the Project Initial Resolutions and the Refunding Initial Resolution be combined, issued and sold as a single issue of bonds designated as "General Obligation Corporate Purpose Bonds, Series 2017A" (the "Bonds") for the purpose of paying the cost of the Project and the Refunding;

WHEREAS, the Common Council now deems it necessary, desirable and in the best interest of the City that the Bonds be issued in the aggregate principal amount of \$8,220,000 for the following purposes and in the following amounts: \$1,190,000 for street improvement projects; \$170,000 for parks and public grounds projects; \$5,400,000 for the swimming pool project; \$280,000 for water system projects; and \$1,180,000 for refunding obligations of the City, including interest on them;

WHEREAS, pursuant to the Set Sale Resolution, the City has directed Ehlers & Associates, Inc. ("Ehlers") to take the steps necessary to sell Bonds to pay the cost of the Project and the Refunding;

WHEREAS, Ehlers, in consultation with the officials of the City, prepared a Notice of Sale (a copy of which is attached hereto as Exhibit A and incorporated herein by this reference) setting forth the details of and the bid requirements for the Bonds and indicating that the Bonds would be offered for public sale on May 2, 2017;

WHEREAS, the City Clerk (in consultation with Ehlers) caused a form of notice of the sale to be published and/or announced and caused the Notice of Sale to be distributed to potential bidders offering the Bonds for public sale on May 2, 2017;

WHEREAS, the City has duly received bids for the Bonds as described on the Bid Tabulation attached hereto as Exhibit B and incorporated herein by this reference (the "Bid Tabulation"); and

WHEREAS, it has been determined that the bid proposal (the "Proposal") submitted by the financial institution listed first on the Bid Tabulation fully complies with the bid requirements set forth in the Notice of Sale and is deemed to be the most advantageous to the City. Ehlers has recommended that the City accept the Proposal. A copy of said Proposal submitted by such institution (the "Purchaser") is attached hereto as Exhibit C and incorporated herein by this reference.

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

Section 1. Ratification of the Notice of Sale and Offering Materials. The Common Council of the City hereby ratifies and approves the details of the Bonds set forth in Exhibit A attached hereto as and for the details of the Bonds. The Notice of Sale of the City and any other offering materials prepared and circulated by Ehlers are hereby ratified and approved in all respects. All actions taken by officers of the City and Ehlers in connection with the preparation and distribution of the Notice of Sale, and any other offering materials are hereby ratified and approved in all respects.

Section 1A. Award of the Bonds. For the purpose of paying the cost of the Project and the Refunding, there shall be borrowed pursuant to Section 67.04(2)(a), Wisconsin Statutes, the principal sum of EIGHT MILLION TWO HUNDRED TWENTY THOUSAND DOLLARS (\$8,220,000) from the Purchaser in accordance with the terms and conditions of the Proposal. Subject to the condition that no valid petition for referendum is filed by May 4, 2017 in connection with any of the Project Initial Resolutions, the Proposal of the Purchaser offering to

purchase the Bonds for the sum set forth on the Proposal, plus accrued interest to the date of delivery, is hereby accepted. The Mayor and City Clerk or other appropriate officers of the City are authorized and directed to execute an acceptance of the Proposal on behalf of the City. The good faith deposit of the Purchaser shall be retained by the City Treasurer and applied in accordance with the Notice of Sale, and any good faith deposits submitted by unsuccessful bidders shall be promptly returned. The Bonds shall bear interest at the rates set forth on the Proposal.

Section 2. Terms of the Bonds. The Bonds shall be designated "General Obligation Corporate Purpose Bonds, Series 2017A"; shall be issued in the aggregate principal amount of \$8,220,000; shall be dated May 25, 2017; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rates per annum and mature on April 1 of each year, in the years and principal amounts as set forth on the Pricing Summary attached hereto as Exhibit D-1 and incorporated herein by this reference. Interest shall be payable semi-annually on April 1 and October 1 of each year commencing on April 1, 2018. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The schedule of principal and interest payments due on the Bonds is set forth on the Debt Service Schedule attached hereto as Exhibit D-2 and incorporated herein by this reference (the "Schedule").

Section 2A. Designation of Maturities. For purposes of State law, the Bonds are designated as being issued to pay and discharge the debts incurred by the City through the issuance of the Refunded Obligations and any obligations refunded by the Refunded Obligations in the order in which those debts were incurred, so that the Bonds of the earliest maturities are considered to be issued to discharge the debts which were incurred first.

Section 3. Redemption Provisions. The Bonds maturing on April 1, 2028 and thereafter shall be subject to redemption prior to maturity, at the option of the City, on April 1, 2027 or on any date thereafter. Said Bonds shall be redeemable as a whole or in part, and if in part, from maturities selected by the City and within each maturity, by lot, at the principal amount thereof, plus accrued interest to the date of redemption.

[If the Proposal specifies that any of the Bonds are subject to mandatory redemption, the terms of such mandatory redemption shall be set forth on an attachment hereto as Exhibit MRP and incorporated herein by this reference. Upon the optional redemption of any of the Bonds subject to mandatory redemption, the principal amount of such Bonds so redeemed shall be credited against the mandatory redemption payments established in Exhibit MRP for such Bonds in such manner as the City shall direct.]

Section 4. Form of the Bonds. The Bonds shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit E and incorporated herein by this reference.

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Bonds as the same becomes due, the full faith, credit and resources of the City are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the City a direct annual irrepealable tax in the years 2017 through 2036 for payments due in the years 2018 through 2037 in the amounts set forth on the Schedule.

(B) Tax Collection. So long as any part of the principal of or interest on the Bonds remains unpaid, the City shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Bonds, said tax shall be, from year to year, carried onto the tax roll of the City and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the City for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

(C) Additional Funds. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Bonds when due, the requisite amounts shall be paid from other funds of the City then available, which sums shall be replaced upon the collection of the taxes herein levied.

Section 6. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There be and there hereby is established in the treasury of the City, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the City may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for \$8,220,000 General Obligation Corporate Purpose Bonds, Series 2017A, dated May 25, 2017" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Bonds is fully paid or otherwise extinguished. The City Treasurer shall deposit in the Debt Service Fund Account (i) all accrued interest received by the City at the time of delivery of and payment for the Bonds; (ii) any premium not used for the Refunding which may be received by the City above the par value of the Bonds and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Bonds when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Bonds when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Bonds until all such principal and interest has been paid in full and the Bonds

canceled; provided (i) the funds to provide for each payment of principal of and interest on the Bonds prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Bonds may be used to reduce the next succeeding tax levy, or may, at the option of the City, be invested by purchasing the Bonds as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account. Any investment of the Debt Service Fund Account shall at all times conform with the provisions of the Internal Revenue Code of 1986, as amended (the "Code") and any applicable Treasury Regulations (the "Regulations").

(C) Remaining Monies. When all of the Bonds have been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the City, unless the Common Council directs otherwise.

Section 7. Proceeds of the Bonds; Segregated Borrowed Money Fund. The proceeds of the Bonds (the "Bond Proceeds") (other than any premium not used for the Refunding and accrued interest which must be paid at the time of the delivery of the Bonds into the Debt Service Fund Account created above) shall be deposited into a special fund separate and distinct from all other funds of the City and disbursed solely for the purpose or purposes for which borrowed or for the payment of the principal of and the interest on the Bonds. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purpose or purposes for which the Bonds have been issued have been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purpose(s) shall be deposited in the Debt Service Fund Account.

Section 8. No Arbitrage. All investments made pursuant to this Resolution shall be Permitted Investments, but no such investment shall be made in such a manner as would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code or the Regulations and an officer of the City, charged with the responsibility for issuing the Bonds, shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the date of delivery of the Bonds to the Purchaser which will permit the conclusion that the Bonds are not "arbitrage bonds," within the meaning of the Code or Regulations.

Section 9. Compliance with Federal Tax Laws. (a) The City represents and covenants that the projects financed by the Bonds and by the Refunded Obligations and the ownership, management and use of the projects will not cause the Bonds and the Refunded Obligations to be "private activity bonds" within the meaning of Section 141 of the Code. The City further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Bonds including, if applicable, the rebate requirements of Section 148(f) of the Code. The City further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Bonds) if

taking, permitting or omitting to take such action would cause any of the Bonds to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Bonds to be included in the gross income of the recipients thereof for federal income tax purposes. The City Clerk or other officer of the City charged with the responsibility of issuing the Bonds shall provide an appropriate certificate of the City certifying that the City can and covenanting that it will comply with the provisions of the Code and Regulations.

(b) The City also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Bonds provided that in meeting such requirements the City will do so only to the extent consistent with the proceedings authorizing the Bonds and the laws of the State of Wisconsin and to the extent that there is a reasonable period of time in which to comply.

Section 10. Qualified Tax Exempt Obligations. The City intends to deem designate the maximum amount of Bonds permitted under Section 265(b)(3)(D)(ii) of the Code and designate the balance of the Bonds pursuant to Section 265(b)(3) of the Code as "qualified tax-exempt obligations." In support of such designations, the City Clerk or other officer of the City charged with the responsibility for issuing the Bonds shall provide an appropriate certificate of the City as of the closing of the Bonds.

Section 11. Execution of the Bonds; Closing; Professional Services. The Bonds shall be issued in printed form, executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the City of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Bonds may be imprinted on the Bonds in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Bonds, at least one of the signatures appearing on each Bond shall be a manual signature. In the event that either of the officers whose signatures appear on the Bonds shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Bonds and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The City hereby authorizes the officers and agents of the City to enter into, on its behalf, agreements and contracts in conjunction with the Bonds, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Bonds is hereby ratified and approved in all respects.

Section 12. Payment of the Bonds; Fiscal Agent. The principal of and interest on the Bonds shall be paid by [_____, _____, _____], which is hereby appointed as the City's registrar and fiscal agent pursuant to the provisions of Section 67.10(2), Wisconsin Statutes (the "Fiscal Agent"). [The Fiscal Agency Agreement between the City and the Fiscal

Agent shall be substantially in the form attached hereto as Exhibit F and incorporated herein by this reference].

Section 13. Persons Treated as Owners; Transfer of Bonds. The City shall cause books for the registration and for the transfer of the Bonds to be kept by the Fiscal Agent. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Bond shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

Any Bond may be transferred by the registered owner thereof by surrender of the Bond at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the Mayor and City Clerk shall execute and deliver in the name of the transferee or transferees a new Bond or Bonds of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Bond surrendered for transfer.

The City shall cooperate in any such transfer, and the Mayor and City Clerk are authorized to execute any new Bond or Bonds necessary to effect any such transfer.

Section 14. Record Date. The 15th day of the calendar month next preceding each interest payment date shall be the record date for the Bonds (the "Record Date"). Payment of interest on the Bonds on any interest payment date shall be made to the registered owners of the Bonds as they appear on the registration book of the City at the close of business on the Record Date.

Section 15. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Bonds eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the City agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations, which the City Clerk or other authorized representative of the City is authorized and directed to execute and deliver to DTC on behalf of the City to the extent an effective Blanket Issuer Letter of Representations is not presently on file in the City Clerk's office.

Section 16. Payment of Issuance Expenses. The City authorizes the Purchaser to forward the amount of the proceeds of the Bonds allocable to the payment of issuance expenses to KleinBank, Chaska, Minnesota at Closing for further distribution as directed by Ehlers.

Section 17. Official Statement. The Common Council hereby approves the Preliminary Official Statement with respect to the Bonds and deems the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the City in connection with the preparation of such Preliminary Official Statement and any addenda to it or final Official Statement are hereby ratified and

approved. In connection with the Closing, the appropriate City official shall certify the Preliminary Official Statement and any addenda or final Official Statement. The City Clerk shall cause copies of the Preliminary Official Statement and any addenda or final Official Statement to be distributed to the Purchaser.

Section 18. Undertaking to Provide Continuing Disclosure. The City hereby covenants and agrees, for the benefit of the owners of the Bonds, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Bonds or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the City to comply with the provisions of the Undertaking shall not be an event of default with respect to the Bonds).

To the extent required under the Rule, the Mayor and City Clerk, or other officer of the City charged with the responsibility for issuing the Bonds, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the City's Undertaking.

Section 19. Redemption of the Refunded Obligations. The Refunded Obligations are hereby called for prior payment and redemption on June 9, 2017 at a price of par plus accrued interest to the date of redemption.

The City hereby directs the City Clerk to work with Ehlers & Associates, Inc. to cause timely notice of redemption, in substantially the form attached hereto as Exhibit F and incorporated herein by this reference (the "Notice"), to be provided at the times, to the parties and in the manner set forth on the Notice. Any and all actions heretofore taken by the officers and agents of the City to effectuate the redemption of the Refunded Obligations are hereby ratified and approved.

Section 20. Record Book. The City Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Bonds in the Record Book.

Section 21. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Bonds, the officers of the City are authorized to take all actions necessary to obtain such municipal bond insurance. The Mayor and City Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Mayor and City Clerk including provisions regarding restrictions on investment of Bond proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Bonds by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Bond provided herein.

Section 22. 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.

Adopted, approved and recorded May 2, 2017.

Jeannie Hefty
Mayor

ATTEST:

Diahn C. Halbach
City Clerk

(SEAL)

EXHIBIT A

Notice of Sale

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT B

Bid Tabulation

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT C

Winning Bid

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT D-1

Pricing Summary

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT D-2

Debt Service Schedule and Irrepealable Tax Levies

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

[EXHIBIT MRP

Mandatory Redemption Provision

The Bonds due on April 1, _____, _____ and _____ (the "Term Bonds") are subject to mandatory redemption prior to maturity by lot (as selected by the Depository) at a redemption price equal to One Hundred Percent (100%) of the principal amount to be redeemed plus accrued interest to the date of redemption, from debt service fund deposits which are required to be made in amounts sufficient to redeem on April 1 of each year the respective amount of Term Bonds specified below:

For the Term Bonds Maturing on April 1, _____

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on April 1, _____

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on April 1, _____

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on April 1, _____

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)]

EXHIBIT E

(Form of Bond)

REGISTERED UNITED STATES OF AMERICA DOLLARS
STATE OF WISCONSIN
RACINE AND WALWORTH COUNTIES
NO. R- CITY OF BURLINGTON \$
GENERAL OBLIGATION CORPORATE PURPOSE BOND, SERIES 2017A

MATURITY DATE: ORIGINAL DATE OF ISSUE: INTEREST RATE: CUSIP:
April 1, _____ May 25, 2017 _____% _____

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _____ THOUSAND DOLLARS
(\$ _____)

FOR VALUE RECEIVED, the City of Burlington, Racine and Walworth Counties, Wisconsin (the "City"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on April 1 and October 1 of each year commencing on April 1, 2018 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Bond are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Bond is registered on the Bond Register maintained by [_____, _____, _____] OR [the City Clerk or City Treasurer] (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding each interest payment date (the "Record Date"). This Bond is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

For the prompt payment of this Bond together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the City are hereby irrevocably pledged.

This Bond is one of an issue of Bonds aggregating the principal amount of \$8,220,000, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the City pursuant to the provisions of Section 67.04, Wisconsin Statutes, for the following public purposes: \$1,190,000 for street improvement projects;

\$170,000 for parks and public grounds projects; \$5,400,000 for the swimming pool project; \$280,000 for water system projects; and \$1,180,000 for refunding obligations of the City, including interest on them, as authorized by resolutions adopted on April 5, 2017 and May 2, 2017. Said resolutions are recorded in the official minutes of the Common Council for said dates.

The Bonds maturing on April 1, 2028 and thereafter are subject to redemption prior to maturity, at the option of the City, on April 1, 2027 or on any date thereafter. Said Bonds are redeemable as a whole or in part, and if in part, from maturities selected by the City and within each maturity, by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

[The Bonds maturing in the years _____ are subject to mandatory redemption by lot as provided in the resolution authorizing the Bonds at the redemption price of par plus accrued interest to the date of redemption and without premium.]

In the event the Bonds are redeemed prior to maturity, as long as the Bonds are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by the Depository, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all of the Bonds of a maturity are to be called for redemption, the Bonds of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Bonds called for redemption, CUSIP numbers, and the date of redemption. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Bonds shall cease to bear interest on the specified redemption date provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Bonds shall no longer be deemed to be outstanding.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Bond have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the City, including this Bond and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrepealable tax has been levied sufficient to pay this Bond, together with the interest thereon, when and as payable.

This Bond is a "qualified tax-exempt obligation" pursuant to the provisions of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

This Bond is transferable only upon the books of the City kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Bonds, and the City appoints another depository, upon surrender of the Bonds

to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Bond in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the City for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Bonds (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Bonds, or (iii) with respect to any particular Bond, after such Bond has been called for redemption. The Fiscal Agent and City may treat and consider the Depository in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Bonds are issuable solely as negotiable, fully-registered Bonds without coupons in the denomination of \$5,000 or any integral multiple thereof.

[This Bond shall not be valid or obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Fiscal Agent.]

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

IN WITNESS WHEREOF, the City of Burlington, Racine and Walworth Counties, Wisconsin, by its governing body, has caused this Bond to be executed for it and in its name by the manual or facsimile signatures of its duly qualified Mayor and City Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

CITY OF BURLINGTON,
RACINE AND WALWORTH COUNTIES,
WISCONSIN

By: _____
Jeannie Hefty
Mayor

(SEAL)

By: _____
Diahnn C. Halbach
City Clerk

[Date of Authentication: _____, _____]

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds of the issue authorized by the within-mentioned resolution of the City of Burlington, Wisconsin.

_____, _____

By _____

Authorized Signatory]

DRAFT

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

the within Bond and all rights thereunder and hereby irrevocably constitutes and appoints _____, Legal Representative, to transfer said Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

(e.g. Bank, Trust Company
or Securities Firm)

(Depository or Nominee Name)

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

(Authorized Officer)

[EXHIBIT F

Fiscal Agency Agreement

(See Attached)]

DRAFT

EXHIBIT G

NOTICE OF FULL CALL*

CITY OF BURLINGTON
RACINE AND WALWORTH COUNTIES, WISCONSIN
GENERAL OBLIGATION REFUNDING BONDS, DATED SEPTEMBER 20, 2007

NOTICE IS HEREBY GIVEN that the Bonds of the above-referenced issue which mature on the dates and in the amounts; bear interest at the rates; and have CUSIP Nos. as set forth below have been called for prior payment on June 9, 2017 at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the date of prepayment:

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>CUSIP No.</u>
04/01/20	\$130,000	4.20%	122133HH7
04/01/23	440,000	4.25	122133HJ3
04/01/25	300,000	4.30	122133HK0
04/01/27	300,000	4.35	122133HL8

Upon presentation and surrender of said Bonds to Associated Trust Company, National Association, Green Bay, Wisconsin, the registrar and fiscal agent for said Bonds, the registered owners thereof will be paid the principal amount of the Bonds plus accrued interest to the date of prepayment.

Said Bonds will cease to bear interest on June 9, 2017.

By Order of the
Common Council
City of Burlington
City Clerk

Dated _____

* To be provided to Associated Trust Company, National Association at least thirty-five (35) days prior to June 9, 2017. The registrar and fiscal agent shall be directed to give notice of such prepayment by registered or certified mail, overnight express delivery, facsimile transmission, or electronic transmission to The Depository Trust Company, Attn: Supervisor, Call Notification Department, 570 Washington Blvd., Jersey City, NJ 07310, not less than thirty (30) days prior to June 9, 2017 and to the MSRB electronically through the Electronic Municipal Market Access (EMMA) System website at www.emma.msrb.org. Notice shall also be provided to Financial Security Assurance, or any successor, the bond insurer of the Bonds.



COMMITTEE OF THE WHOLE

ITEM NUMBER: 15

DATE: May 2, 2017

SUBJECT: RESOLUTION 4850(8) – to consider approving a resolution authorizing the issuance and sale of \$1,660,000 Sewerage System Revenue Bonds, Series 2017B of the City of Burlington, Racine and Walworth Counties, Wisconsin, and providing for the payment of the bonds and other details with respect to the bonds.

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

BACKGROUND/HISTORY:

This is the next step in the 2017 Financial Management Plan. This resolution awards the sale of Sewerage System Revenue Bonds sold today the morning of May 2. Prior to May 2, the resolutions are in draft. After the sale of the bonds, updated and corrected resolutions will be provided and distributed before the council convenes. Close of the loan is expected to be May 23, 2017.

BUDGET/FISCAL IMPACT:

These Revenue Bonds are to pay for the Kendall Street project sewer work and part of 2018 sewer projects.

RECOMMENDATION:

Staff recommends approval of the resolution.

TIMING/IMPLEMENTATION:

This item is for discussion at the May 2, 2017 Committee of the Whole meeting. Due to the timeliness of this issue it is scheduled the same night for final consideration.

ATTACHMENTS:

Resolution

RESOLUTION NO. 4850(8)

**A RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF
\$1,660,000 SEWERAGE SYSTEM REVENUE BONDS, SERIES 2017B
OF THE CITY OF BURLINGTON, RACINE AND WALWORTH COUNTIES, WISCONSIN,
AND PROVIDING FOR THE PAYMENT OF THE BONDS AND
OTHER DETAILS WITH RESPECT TO THE BONDS**

WHEREAS, the City of Burlington, Racine and Walworth Counties, Wisconsin (the "City") owns and operates its Sewerage System (the "System") which is operated for a public purpose as a public utility; and

WHEREAS, under the provisions of Section 66.0621, Wisconsin Statutes, any municipality in the State of Wisconsin may, by action of its governing body, provide funds for extending, adding to and improving a public utility from the proceeds of bonds, which bonds are payable only from the income and revenues derived from any source by such utility and are secured by a pledge of the revenues of the utility; and

WHEREAS, pursuant to a resolution adopted on February 5, 2008 (the "2008 Resolution"), the City has heretofore issued its Taxable Sewerage System Revenue Bonds, Series 2008, dated February 27, 2008 (the "2008 Bonds"), which bonds are payable from the income and revenues of the System; and

WHEREAS, pursuant to a resolution adopted on July 15, 2008 (the "2008B Resolution"), the City has heretofore issued its Taxable Sewerage System Revenue Bonds, Series 2008B, dated July 23, 2008 (the "2008B Bonds"), which bonds are payable from the income and revenues of the System on a parity with the 2008 Bonds; and

WHEREAS, pursuant to a resolution adopted on September 18, 2012 (the "2012 Resolution"), the City has heretofore issued its Taxable Sewerage System Revenue Bonds, Series 2012, dated October 10, 2012 (the "2012 Bonds"), which bonds are payable from the income and revenues of the System on a parity with the 2008 Bonds and 2008B Bonds (hereinafter the 2008 Bonds, the 2008B Bonds and the 2012 Bonds shall be referred to collectively as the "Prior Bonds" and the 2008 Resolution, the 2008B Resolution and the 2012 Resolution shall be referred to collectively as the "Prior Resolutions"); and

WHEREAS, the City has determined that certain additions, improvements and extensions to the System (the "Project") are necessary to adequately supply the needs of the City and the residents thereof; and

WHEREAS, it is necessary, desirable and in the best interests of the City to authorize and sell revenue bonds (the "Bonds") for such purpose payable solely from the revenues to be derived from the operation of the System, which bonds are to be authorized and issued pursuant to the provisions of Section 66.0621, Wisconsin Statutes, on a parity with the Prior Bonds; and

WHEREAS, the Prior Resolutions permit the issuance of additional bonds payable from revenues of the System on a parity with the Prior Bonds upon compliance with certain conditions; and

WHEREAS, to the best of the Common Council's knowledge, information and belief, the City complies with such conditions; and

WHEREAS, other than the Prior Bonds, the City has no bonds or obligations outstanding which are payable from the income and revenues of the System; and

WHEREAS, the City has directed Ehlers & Associates, Inc. ("Ehlers") to take the steps necessary to sell the Bonds; and

WHEREAS, Ehlers, in consultation with the officials of the City, prepared a Notice of Sale (a copy of which is attached hereto as Exhibit A and incorporated herein by this reference) setting forth the details of and the bid requirements for the Bonds and indicating that the Bonds would be offered for public sale on May 2, 2017; and

WHEREAS, the City Clerk (in consultation with Ehlers) caused a form of notice of the sale to be published and/or announced and caused the Notice of Sale to be distributed to potential bidders offering the Bonds for public sale on May 2, 2017; and

WHEREAS, the City has duly received bids for the Bonds as described on the Bid Tabulation attached hereto as Exhibit B and incorporated herein by this reference (the "Bid Tabulation"); and

WHEREAS, it has been determined that the bid proposal (the "Proposal") submitted by the financial institution listed first on the Bid Tabulation fully complies with the bid requirements set forth in the Notice of Sale and is deemed to be the most advantageous to the City. Ehlers has recommended that the City accept the Proposal. A copy of said Proposal submitted by such institution (the "Purchaser") is attached hereto as Exhibit C and incorporated herein by this reference.

NOW, THEREFORE, the Common Council of the City of Burlington, Racine and Walworth Counties, Wisconsin, do resolve that:

Section 1A. Ratification of the Notice of Sale and Offering Materials. The Common Council of the City hereby ratifies and approves the details of the Bonds set forth in Exhibit A attached hereto as and for the details of the Bonds. The Notice of Sale and any other offering materials prepared and circulated by Ehlers are hereby ratified and approved in all respects. All actions taken by officers of the City and Ehlers in connection with the preparation and distribution of the Notice of Sale, and any other offering materials are hereby ratified and approved in all respects.

Section 1B. Authorization of Bonds. For the purpose of paying the cost of the Project, the City shall borrow on the credit of the income and revenue of the System the sum of \$1,660,000. Negotiable, fully-registered bonds of the City, in the denomination of \$5,000, or any whole

multiple thereof, shall be issued in evidence thereof. The Bonds shall be designated "Sewerage System Revenue Bonds, Series 2017B", shall be numbered from R-1 upward and shall be dated May 25, 2017. The Bonds shall bear interest at the rates per annum set forth in the Proposal and shall mature on May 1 of each year, in the years and principal amounts as set forth on the Pricing Summary attached hereto as Exhibit D-1 and incorporated herein by this reference.

Interest on the Bonds shall be payable on May 1 and November 1 of each year, commencing November 1, 2017. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board.

The schedule of principal and interest payments due on the Bonds is set forth on the Debt Service Schedule attached hereto as Exhibit D-2 and incorporated herein by this reference (the "Schedule").

The Bonds maturing on May 1, 2028 and thereafter shall be subject to redemption prior to maturity, at the option of the City, on May 1, 2027 or on any date thereafter. Said Bonds shall be redeemable as a whole or in part, and if in part, from maturities selected by the City and within each maturity, by lot, at the principal amount thereof, plus accrued interest to the date of redemption. If the Proposal specifies that any of the Bonds are subject to mandatory redemption, the terms of such mandatory redemption are set forth on an attachment hereto as Exhibit MRP and incorporated herein by this reference. Upon the optional redemption of any of the Bonds subject to mandatory redemption, the principal amount of such Bonds so redeemed shall be credited against the mandatory redemption payments established in Exhibit MRP for such Bonds in such manner as the City shall direct.

The schedule of maturities is found to be such that the amount of annual debt service payments is reasonable in accordance with prudent municipal utility practices.

Section 1C. Security for the Bonds. The Bonds, together with interest thereon, shall not constitute an indebtedness of the City nor a charge against its general credit or taxing power. The Bonds, together with interest thereon, shall be payable only out of the Special Redemption Fund provided for in Section 4 herein, and shall be a valid claim of the registered owner or owners thereof only against the Special Redemption Fund and the Revenues of the System pledged to such fund, on a parity with the pledge granted to the owners of the Prior Bonds. Sufficient Revenues are hereby pledged to said Special Redemption Fund, and shall be used for no other purpose than to pay the principal of, premium, if any, and interest on the Prior Bonds and the Bonds as the same becomes due.

Section 2. Form of the Bonds. The Bonds shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit E and incorporated herein by this reference.

Section 3. Definitions. In addition to the words defined elsewhere in this Resolution, the following words shall have the following meanings unless the context or use indicates another or different meaning or intent:

"Annual Debt Service Requirement" means the total amount of principal and interest due in any Fiscal Year on the Prior Bonds, the Bonds and Parity Bonds.

"Bond Year" means the one-year period ending on a principal payment date or mandatory redemption date for the Bonds.

"Code" means the Internal Revenue Code of 1986, as amended.

"DTC" means The Depository Trust Company, New York, New York, or any successor securities depository for the City with respect to the Bonds.

"Fiscal Year" means the fiscal year adopted by the City for the System, which is currently the calendar year.

"Net Revenues" means the Revenues minus all Operation and Maintenance Expenses of the System.

"Operation and Maintenance Expenses" or "Current Expenses" means the reasonable and necessary costs of operating, maintaining, administering and repairing the System, including salaries, wages, costs of materials and supplies, insurance and audits, but excluding depreciation, debt service, tax equivalents and capital expenditures.

"Parity Bonds" means additional bonds or obligations issued on a parity as to pledge and lien with the Bonds in accordance with the provisions of Section 7 of this Resolution.

"Reserve Requirement" means an amount, determined as of the date of issuance of the Bonds, equal to the least of (a) 10% of the stated principal amount of the Bonds (to the extent permitted pursuant to Section 148(d)(1) of the Code and Regulations); (b) the maximum annual debt service on the Bonds in a Bond Year; and (c) 125% of average annual debt service on the Bonds. If Parity Bonds which are to be secured by the Reserve Account are issued, the Reserve Requirement shall mean an amount, determined as of the date of issuance of the Parity Bonds, equal to the least of (a) the amount required to be on deposit in the Reserve Account prior to the issuance of such Parity Bonds, plus the amount permitted to be deposited therein from proceeds of the Parity Bonds pursuant to Section 148(d)(1) of the Code and Regulations; (b) the maximum annual debt service on outstanding obligations secured by the Reserve Account and the Parity Bonds to be issued; and (c) 125% of average annual debt service on the outstanding obligations secured by the Reserve Account and the Parity Bonds to be issued.

"Regulations" means the Regulations of the Commissioner of Internal Revenue under the Code.

"Revenues" means all income and revenue derived from operation of the System, including the revenues received from the City for services rendered to it and all moneys received from any other source, including income derived from investments.

"System" means the entire Sewerage System of the City specifically including that portion of the Project owned by the City and including all property of every nature now or hereafter owned

by the City for the collection, transmission, treatment, storage, metering and disposal of domestic, industrial and public sewage, including all improvements and extensions thereto made by the City while any of the Bonds and Parity Bonds remain outstanding, including all real and personal property of every nature comprising part of or used or useful in connection with such Sewerage System and including all appurtenances, contracts, leases, franchises and other intangibles.

Section 4. Income and Revenue Funds. When the Bonds shall have been delivered in whole or in part, the Revenues shall be set aside into the Revenue Fund and then transferred to the following separate and special funds in the order of priority listed below, which were created and established by a resolution adopted on May 13, 1991, continued by the Prior Resolutions and are hereby further continued, as amended to add the Reserve Account, and shall be used and applied as described below:

- Revenues in amounts sufficient to provide for the reasonable and proper operation and maintenance of the System through the payment of Operation and Maintenance Expenses shall be set aside into the Sewerage System Operation and Maintenance Fund (the "Operation and Maintenance Fund").

- Revenues in amounts sufficient to pay the principal of and interest on the Prior Bonds, the Bonds and Parity Bonds and to meet the Reserve Requirement shall be set aside into the Sewerage System Revenue Bond and Interest Special Redemption Fund (the "Special Redemption Fund"), to be applied to the payment of the principal of and interest on the Prior Bonds, the Bonds and Parity Bonds and to meet the Reserve Requirement. The monies standing in the Special Redemption Fund are irrevocably pledged to the payment of principal of and interest on the Prior Bonds, the Bonds and Parity Bonds.

The Operation and Maintenance Fund shall be deposited as received in public depositories to be selected by the Common Council in the manner required by Chapter 34, Wisconsin Statutes and may be invested in legal investments subject to the provisions of Section 66.0603(1m), Wisconsin Statutes.

Money in the Operation and Maintenance Fund shall be used to pay Operation and Maintenance Expenses as the same come due; money not immediately required for Operation and Maintenance Expenses shall be used to accumulate a reserve in the Operation and Maintenance Fund equal to estimated Operation and Maintenance Expenses for one month. Any money then available and remaining in the Operation and Maintenance Fund may be transferred to the Surplus Fund, which fund is hereby continued.

It is the express intent and determination of the Common Council that the amount of Revenues to be set aside and paid into the Special Redemption Fund (including the Reserve Account) shall in any event be sufficient to pay principal of and interest on the Prior Bonds, the Bonds and Parity Bonds and to meet the Reserve Requirement, and the City Treasurer shall each Fiscal Year deposit at least sufficient Revenues in the Special Redemption Fund to pay promptly all principal and interest falling due on the Prior Bonds, the Bonds and Parity Bonds and to meet the Reserve Requirement.

The Revenues so set aside for payment of the principal of and interest on the Prior Bonds, the Bonds and Parity Bonds shall be set apart and shall be paid into the Special Redemption Fund not later than the 10th day of each month. The amount deposited each month shall be not less than one-sixth of the interest next coming due, plus one-twelfth of the principal next maturing.

The minimum amounts to be so deposited for debt service on the Bonds, in addition to all amounts to be deposited to pay debt service on the Prior Bonds, are set forth on the Schedule.

The Special Redemption Fund shall be used for no purpose other than the payment of interest upon and principal of the Prior Bonds, the Bonds and Parity Bonds promptly as the same become due and payable or to pay redemption premiums. All money in the Special Redemption Fund shall be deposited in a special account and invested in legal investments subject to Section 66.0603(1m), Wisconsin Statutes, and the monthly payments required to be made to the Special Redemption Fund shall be made directly to such account.

To additionally secure the payment of principal of and interest on the Bonds and Parity Bonds, an account designated the Debt Service Reserve Account (the "Reserve Account") is hereby established within the Special Redemption Fund. The City shall, upon the issuance of the Bonds, deposit an amount equal to the Reserve Requirement into the Reserve Account, and an amount equal to the Reserve Requirement shall be maintained in the Reserve Account. The Prior Bonds are not secured by the Reserve Account.

The City covenants and agrees that at any time that the Reserve Account is drawn on and the amount in the Reserve Account shall be less than the Reserve Requirement, an amount equal to one-twelfth of the Reserve Requirement will be paid monthly into the Reserve Account from those funds in the Special Redemption Fund, the Operation and Maintenance Fund and the Surplus Fund which are in excess of the minimum amounts required by the preceding paragraphs to be paid therein until the Reserve Requirement will again have accumulated in the Reserve Account. No such payments need be made into the Reserve Account at such times as the monies in the Reserve Account are equal to the highest remaining annual debt service requirement on the Bonds and Parity Bonds secured by the Reserve Account in any Bond Year. If at any time the amount on deposit in the Reserve Account exceeds the Reserve Requirement, the excess shall be transferred to the Special Redemption Fund and used to pay principal and interest on the Bonds. If for any reason there shall be insufficient funds on hand in the Special Redemption Fund to meet principal or interest becoming due on the Bonds or Parity Bonds secured by the Reserve Account, then all sums then held in the Reserve Account shall be used to pay the portion of interest or principal on such Bonds or Parity Bonds becoming due as to which there would otherwise be default, and thereupon the payments required by this paragraph shall again be made into the Reserve Account until an amount equal to the Reserve Requirement is on deposit in the Reserve Account. At no time shall moneys in the Reserve Account be used to pay principal and interest on the Prior Bonds.

Funds in the Special Redemption Fund in excess of the minimum amounts required to be paid therein plus reserve requirements may be transferred to the Surplus Fund.

Money in the Surplus Fund shall first be used when necessary to meet requirements of the Operation and Maintenance Fund including the one month reserve and the Special Redemption Fund including the Reserve Account. Any money then remaining in the Surplus Fund at the end of any Fiscal Year may be used only as permitted and in the order specified in Section 66.0811(2), Wisconsin Statutes. Money thereafter remaining in the Surplus Fund may be transferred to any of the funds or accounts created by this section.

Section 5. Service to the City. The reasonable cost and value of any service rendered to the City by the System by furnishing Sewerage services for public purposes, including reasonable health protection charges, shall be charged against the City and shall be paid by it in monthly installments as the service accrues, out of the current revenues of the City collected or in the process of collection, exclusive of the Revenues, and out of the tax levy of the City made by it to raise money to meet its necessary current expenses. It is hereby found and determined that the reasonable cost and value of such service to the City in each year shall be in an amount which, together with Revenues of the System, will produce Net Revenues equivalent to not less than 1.25 times the Annual Debt Service Requirement. Such compensation for such service rendered to the City shall, in the manner provided hereinabove, be paid into the separate and special funds described in Section 4 of this Resolution. However, such payment is subject to (a) annual appropriations by the Common Council therefor, (b) approval of the Wisconsin Public Service Commission, or successors to its function, if necessary, and (c) applicable levy limits, if any; and neither this Resolution nor such payment shall be construed as constituting an obligation of the City to make any such appropriation over and above the reasonable cost and value of services rendered to the City and its inhabitants or to make any subsequent payment over and above such reasonable cost and value.

Section 6. Operation of System; City Covenants. It is covenanted and agreed by the City with the owner or owners of the Bonds, and each of them, that:

(a) The City will faithfully and punctually perform all duties with reference to the System required by the Constitution and Statutes of the State of Wisconsin, including the making and collecting of reasonable and sufficient rates lawfully established for services rendered by the System, and will collect and segregate the Revenues of the System and apply them to the respective funds and accounts described hereinabove;

(b) The City will not sell, lease, or in any manner dispose of the System, including any part thereof or any additions, extensions, or improvements that may be made part thereto, except that the City shall have the right to sell, lease or otherwise dispose of any property of the System found by the Common Council to be neither necessary nor useful in the operation of the System, provided the proceeds received from such sale, lease or disposal shall be paid into the Special Redemption Fund or applied to the acquisition or construction of capital facilities for use in the normal operation of the System, and such payment shall not reduce the amounts otherwise required to be paid into the Special Redemption Fund;

(c) The City will cause the Project to be completed as expeditiously as reasonably possible;

(d) The City will pay or cause to be paid all lawful taxes, assessments, governmental charges, and claims for labor, materials or supplies which if unpaid could become a lien upon the System or its Revenues or could impair the security of the Bonds;

(e) The City will maintain in reasonably good condition and operate the System, and will establish, charge and collect such lawfully established rates and charges for the service rendered by the System, so that in each Fiscal Year Net Revenues shall not be less than 125% of the Annual Debt Service Requirement, and so that the Revenues of the System herein agreed to be set aside to provide for the payment of the Prior Bonds, the Bonds and Parity Bonds and the interest thereon as the same becomes due and payable, and to meet the Reserve Requirement, will be sufficient for those purposes;

(f) The City will prepare a budget not less than sixty days prior to the end of each Fiscal Year and, in the event such budget indicates that the Net Revenues for each Fiscal Year will not exceed the Annual Debt Service Requirement for each corresponding Fiscal Year by the proportion stated hereunder, will take any and all steps permitted by law to increase rates so that the aforementioned proportion of Net Revenues to the Annual Debt Service Requirement shall be accomplished as promptly as possible;

(g) The City will keep proper books and accounts relative to the System separate from all other records of the City and will cause such books and accounts to be audited annually by a recognized independent firm of certified public accountants including a balance sheet and a profit and loss statement of the System as certified by such accountants. Each such audit, in addition to whatever matters may be thought proper by the accountants to be included therein shall include the following: (1) a statement in detail of the income and expenditures of the System for the Fiscal Year; (2) a statement of the Net Revenues of the System for such Fiscal Year; (3) a balance sheet as of the end of such Fiscal Year; (4) the accountants' comment regarding the manner in which the City has carried out the requirements of this Resolution and the accountants' recommendations for any changes or improvements in the operation of the System; (5) the number of connections to the System at the end of the Fiscal Year, for each user classification (i.e., residential, commercial, public and industrial); and (6) a list of the insurance policies in force at the end of the Fiscal Year setting out as to each policy the amount of the policy, the risks covered, the name of the insurer, and the expiration date of the policy.

(h) So long as any of the Bonds are outstanding the City will carry for the benefit of the owners of the Bonds insurance of the kinds and in the amounts normally carried by private companies or other public bodies engaged in the operation of similar systems. All money received for loss of use and occupancy shall be considered Revenue of the System payable into the separate funds and accounts named in Section 4 of this Resolution. All money received for losses under any casualty policies shall be used in repairing the damage or in replacing the property destroyed provided that if the Common Council shall find it is inadvisable to repair such damage or replace such property and that the operation of the System has not been impaired thereby, such money shall be deposited in the Special Redemption Fund, but in that event such payments shall not reduce the amounts otherwise required to be paid into the Special Redemption Fund.

Section 7. Additional Bonds. The Bonds are issued on a parity with the Prior Bonds. No bonds or obligations payable out of the Revenues of the System may be issued in such manner as to enjoy priority over the Bonds. Additional obligations may be issued if their lien and pledge is junior and subordinate to that of the Bonds. While the Prior Bonds are outstanding, Parity Bonds may be issued only if the conditions set forth in the Prior Resolutions are met. After the Prior Bonds are discharged, Parity Bonds may be issued only if all of the following conditions are met:

a. The Net Revenues of the System for the Fiscal Year immediately preceding the issuance of such additional obligations must have been equal to at least 1.25 times the highest annual principal and interest requirements on all Prior Bonds, Bonds and Parity Bonds outstanding payable from Revenues of the System (other than Prior Bonds, Bonds and Parity Bonds being refunded) and on the Parity Bonds then to be issued in any Fiscal Year. Should an increase in permanent rates and charges, including those made to the City, be properly ordered and made effective during the Fiscal Year immediately prior to the issuance of such additional obligations or during that part of the Fiscal Year of issuance prior to such issuance, then Revenues for purposes of such computation shall include such additional Revenues as an independent certified public accountant, consulting professional engineer or the Wisconsin Public Service Commission may certify would have accrued during the prior Fiscal Year had the new rates been in effect during that entire immediately prior Fiscal Year.

b. The payments required to be made into the funds and accounts enumerated in Section 4 of this Resolution (including the Reserve Account, but not the Surplus Fund) must have been made in full.

c. The Parity Bonds must have principal maturing on May 1 of each year in which principal falls due and interest falling due on May 1 and November 1 of each year.

d. If the Parity Bonds are to be secured by the Reserve Account, the amount on deposit in the Reserve Account must be increased to an amount equal to the Reserve Requirement applicable upon the issuance of Parity Bonds as defined in Section 3 of this Resolution.

e. The proceeds of the Parity Bonds must be used only for the purpose of providing additions, extensions or improvements to the System, or to refund obligations issued for such purpose.

Section 8. Sale of Bonds. The bid of the Purchaser for the purchase price set forth in the Proposal be and it hereby is accepted and the Mayor and City Clerk are authorized and directed to execute an acceptance of the offer of said successful bidder on behalf of the City. The good faith deposit of the Purchaser shall be retained by the City Treasurer and applied in accordance with the Notice of Sale, and any good faith deposits submitted by unsuccessful bidders shall be promptly returned. The officers of the City are authorized and directed to do any and all acts necessary to conclude delivery of the Bonds to the Purchaser, upon receipt of the purchase price, as soon after adoption of this Resolution as is convenient.

Section 9. Application of Bond Proceeds. All accrued interest received from the sale of the Bonds shall be deposited into the Special Redemption Fund. An amount of proceeds of the Bonds equal to the Reserve Requirement shall be deposited in the Reserve Account. The balance of the proceeds, less the expenses incurred in authorizing, issuing and delivering the Bonds, shall be deposited in a special fund designated as "Sewerage System Improvement Fund." Said special fund shall be adequately secured and used solely for the purpose of meeting costs of extending, adding to and improving the System, as described in the preamble hereof. The balance remaining in said Improvement Fund after paying said costs shall be transferred to the Special Redemption Fund for use in payment of principal of and interest on the Bonds.

Section 10. Amendment to Resolution. After the issuance of any of the Bonds, no change or alteration of any kind in the provisions of this Resolution may be made until all of the Bonds have been paid in full as to both principal and interest, or discharged as herein provided, except:

a. The City may, from time to time, amend this Resolution without the consent of any of the owners of the Bonds, but only to cure any ambiguity, administrative conflict, formal defect, or omission or procedural inconsistency of this Resolution; and

b. This Resolution may be amended, in any respect, with the written consent of the owners of not less than two-thirds of the principal amount of the Bonds then outstanding, exclusive of Bonds held by the City; provided, however, that no amendment shall permit any change in the pledge of Revenues derived from the System, or in the maturity of any Bond issued hereunder, or a reduction in the rate of interest on any Bond, or in the amount of the principal obligation thereof, or in the amount of the redemption premium payable in the case of redemption thereof, or change the terms upon which the Bonds may be redeemed or make any other modification in the terms of the payment of such principal or interest without the written consent of the owner of each such Bond to which the change is applicable.

Section 11. Defeasance. When all Bonds have been discharged, all pledges, liens, covenants and other rights granted to the owners thereof by this Resolution shall cease. The City may discharge all Bonds due on any date by depositing into a special account on or before that date a sum sufficient to pay the same in full; or if any Bonds should not be paid when due, it may nevertheless be discharged by depositing into a special account a sum sufficient to pay it in full with interest accrued from the due date to the date of such deposit. The City, at its option, may also discharge all Bonds called for redemption on any date when they are prepayable according to their terms, by depositing into a special account on or before that date a sum sufficient to pay them in full, with the required redemption premium, if any, provided that notice of redemption has been duly given as required by this Resolution. The City, at its option, may also discharge all Bonds of said issue at any time by irrevocably depositing in escrow with a suitable bank or trust company a sum of cash and/or bonds or securities issued or guaranteed as to principal and interest of the U.S. Government, or of a commission, board or other instrumentality of the U.S. Government, maturing on the dates and bearing interest at the rates required to provide funds sufficient to pay when due the interest to accrue on each of said Bonds to its maturity or, at the City's option, if said Bond is prepayable to any prior date upon which it may be called for redemption, and to pay and redeem the principal amount of each such Bond at maturity, or at the City's option, if said Bond is prepayable, at its earliest redemption date, with the premium required for such redemption, if any,

provided that notice of the redemption of all prepayable Bonds on such date has been duly given or provided for. Upon such payment or deposit, in the amount and manner provided by this Section, all liability of the City with respect to the Bonds shall cease, terminate and be completely discharged, and the owners thereof shall be entitled only to payment out of the money so deposited.

Section 12. Investments and Arbitrage. Monies accumulated in any of the funds and accounts referred to in Sections 4 and 9 hereof which are not immediately needed for the respective purposes thereof, may be invested in legal investments subject to the provisions of Sec. 66.0603(1m), Wisconsin Statutes, until needed. All income derived from such investments shall be credited to the fund or account from which the investment was made; provided, however, that at any time that the Reserve Requirement is on deposit in the Reserve Account, any income derived from investment of the Reserve Account shall be deposited into the Special Redemption Fund and used to pay principal and interest on the Bonds. A separate banking account is not required for each of the funds and accounts established under this Resolution; however, the monies in each fund or account shall be accounted for separately by the City and used only for the respective purposes thereof. The proceeds of the Bonds shall be used solely for the purposes for which they are issued but may be temporarily invested until needed in legal investments. No such investment shall be made in such a manner as would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code or the Regulations.

An officer of the City, charged with the responsibility for issuing the Bonds, shall, on the basis of the facts, estimates and circumstances in existence on the date of closing, make such certifications as are necessary to permit the conclusion that the Bonds are not "arbitrage bonds" under Section 148 of the Code or the Regulations.

Section 13. Resolution a Contract. The provisions of this Resolution shall constitute a contract between the City and the owner or owners of the Bonds, and after issuance of any of the Bonds no change or alteration of any kind in the provisions of this Resolution may be made, except as provided in Section 10, until all of the Bonds have been paid in full as to both principal and interest. The owner or owners of any of the Bonds shall have the right in addition to all other rights, by mandamus or other suit or action in any court of competent jurisdiction, to enforce such owner's or owners' rights against the City, the governing body thereof, and any and all officers and agents thereof including, but without limitation, the right to require the City, its governing body and any other authorized body, to fix and collect rates and charges fully adequate to carry out all of the provisions and agreements contained in this Resolution.

Section 14. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Bonds eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the City agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations previously executed on behalf of the City and on file in the City Clerk's office.

Section 15. Payment of the Bonds; Fiscal Agent. The principal of and interest on the Bonds shall be paid by [_____], which is hereby appointed as the City's registrar and fiscal agent pursuant to the provisions of Section 67.10(2), Wisconsin Statutes] **OR** [the City

Clerk or City Treasurer] (the "Fiscal Agent"). [The Fiscal Agency Agreement between the City and the Fiscal Agent shall be substantially in the form attached hereto as Exhibit F and incorporated herein by this reference.]

Section 16. Persons Treated as Owners; Transfer of Bonds. The City shall cause books for the registration and for the transfer of the Bonds to be kept by the Fiscal Agent. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Bond shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

Any Bond may be transferred by the registered owner thereof by surrender of the Bond at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the Mayor and City Clerk shall execute and deliver in the name of the transferee or transferees a new Bond or Bonds of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Bond surrendered for transfer.

The City shall cooperate in any such transfer, and the Mayor and City Clerk are authorized to execute any new Bond or Bonds necessary to effect any such transfer.

Section 17. Record Date. The fifteenth day of each calendar month next preceding each interest payment date shall be the record date for the Bonds (the "Record Date"). Payment of interest on the Bonds on any interest payment date shall be made to the registered owners of the Bonds as they appear on the registration book of the City at the close of business on the Record Date.

Section 18. Compliance with Federal Tax Laws. (a) The City represents and covenants that the projects financed by the Bonds and the ownership, management and use of the projects will not cause the Bonds to be "private activity bonds" within the meaning of Section 141 of the Code. The City further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Bonds including, if applicable, the rebate requirements of Section 148(f) of the Code. The City further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Bonds) if taking, permitting or omitting to take such action would cause any of the Bonds to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Bonds to be included in the gross income of the recipients thereof for federal income tax purposes. The City Clerk or other officer of the City charged with the responsibility of issuing the Bonds shall provide an appropriate certificate of the City certifying that the City can and covenanting that it will comply with the provisions of the Code and Regulations.

(b) The City also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Bonds

provided that in meeting such requirements the City will do so only to the extent consistent with the proceedings authorizing the Bonds and the laws of the State of Wisconsin and to the extent that there is a reasonable period of time in which to comply.

The foregoing covenants shall remain in full force and effect, notwithstanding the defeasance of the Bonds, until the date on which all of the Bonds have been paid in full.

Section 19. Designation as Qualified Tax-Exempt Obligations. The Bonds are hereby designated as "qualified tax-exempt obligations" for purposes of Section 265 of the Code, relating to the ability of financial institutions to deduct from income for federal income tax purposes, interest expense that is allocable to carrying and acquiring tax-exempt obligations.

Section 20. Payment of Issuance Expenses. The City authorizes the Purchaser to forward the amount of the proceeds of the Bonds allocable to the payment of issuance expenses to KleinBank, Chaska, Minnesota at Closing for further distribution as directed by Ehlers.

Section 21. Official Statement. The Common Council hereby approves the Preliminary Official Statement with respect to the Bonds and deems the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the City in connection with the preparation of such Preliminary Official Statement and any addenda to it or Addendum are hereby ratified and approved. In connection with the closing of the Bonds, the appropriate City official shall certify the Preliminary Official Statement and any addenda or Addendum. The City Clerk shall cause copies of the Preliminary Official Statement and any addenda or Addendum to be distributed to the Purchaser.

Section 22. Undertaking to Provide Continuing Disclosure. The City hereby covenants and agrees, for the benefit of the owners of the Bonds, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Bonds or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the City to comply with the provisions of the Undertaking shall not be an event of default with respect to the Bonds).

To the extent required under the Rule, the Mayor and City Clerk, or other officer of the City charged with the responsibility for issuing the Bonds, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the City's Undertaking.

Section 23. Record Book. The City Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Bonds in the Record Book.

Section 24. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Bonds, the officers of the City are authorized to take all actions necessary to obtain such municipal bond insurance. The Mayor and City Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Mayor and City Clerk including provisions regarding restrictions on investment of Bond proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Bonds by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Bond provided herein.

Section 25. Execution of the Bonds; Closing; Professional Services. The Bonds shall be issued in printed form, executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Clerk, authenticated, if required, by the Fiscal Agent, sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the City of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Bonds may be imprinted on the Bonds in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Bonds, at least one of the signatures appearing on each Bond shall be a manual signature. In the event that either of the officers whose signatures appear on the Bonds shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Bonds and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The City hereby authorizes the officers and agents of the City to enter into, on its behalf, agreements and contracts in conjunction with the Bonds, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Bonds is hereby ratified and approved in all respects.

Section 26. Conflicting Ordinances or Resolutions. All prior ordinances, resolutions (other than the Prior Resolutions), rules, or orders, or parts thereof heretofore enacted, adopted or entered, in conflict with the provisions of this Resolution, are hereby repealed and this Resolution shall be in effect from and after its passage. In case of any conflict between this Resolution and the Prior Resolutions, the Prior Resolutions shall control so long as any bonds authorized by such resolutions are outstanding.

Adopted, approved and recorded May 2, 2017.

Jeannie Hefty
Mayor

ATTEST:

Diahn C.
City Clerk

Halbach
(SEAL)

DRAFT

EXHIBIT A

Notice of Sale

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT B

Bid Tabulation

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT C

Winning Bid

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT D-1

Pricing Summary

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT D-2

Debt Service Schedule

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

[EXHIBIT MRP

Mandatory Redemption Provision

The Bonds due on May 1, ____, ____, ____ and ____ (the "Term Bonds") are subject to mandatory redemption prior to maturity by lot (as selected by the Depository) at a redemption price equal to One Hundred Percent (100%) of the principal amount to be redeemed plus accrued interest to the date of redemption, from special redemption fund deposits which are required to be made in amounts sufficient to redeem on May 1 of each year the respective amount of Term Bonds specified below:

For the Term Bonds Maturing on May 1, ____

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____ (maturity)

For the Term Bonds Maturing on May 1, ____

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____ (maturity)

For the Term Bonds Maturing on May 1, ____

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____ (maturity)

For the Term Bonds Maturing on May 1, ____

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____ (maturity)]

EXHIBIT E

(Form of Bond)

UNITED STATES OF AMERICA
 REGISTERED STATE OF WISCONSIN DOLLARS
 RACINE AND WALWORTH COUNTIES
 NO. R- CITY OF BURLINGTON \$ _____
 SEWERAGE SYSTEM REVENUE BOND, SERIES 2017B

MATURITY DATE: ORIGINAL DATE OF ISSUE: INTEREST RATE: CUSIP:
 May 1, _____ May 25, 2017 _____ % _____

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _____ THOUSAND DOLLARS
 (\$ _____)

FOR VALUE RECEIVED, the City of Burlington, Racine and Walworth Counties, Wisconsin (the "City"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), solely from the fund hereinafter specified, on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on May 1 and November 1 of each year commencing on November 1, 2017 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Bond are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Bond is registered on the Bond Register maintained by [_____, _____, _____]

OR [the City Clerk or City Treasurer] (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding the [semi-annual] interest payment date (the "Record Date"). This Bond is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

The Bonds maturing on May 1, 2028 and thereafter are subject to redemption prior to maturity, at the option of the City, on May 1, 2027 or on any date thereafter. Said Bonds are redeemable as a whole or in part, and if in part, from maturities selected by the City and within each maturity, by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

[The Bonds maturing in the years _____, _____ and _____ are subject to mandatory redemption by lot as provided in the Resolution referenced below at the redemption price of par plus accrued interest to the date of redemption and without premium.]

In the event the Bonds are redeemed prior to maturity, as long as the Bonds are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by the Depository, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all of the Bonds of a maturity are to be called for redemption, the Bonds of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Bonds called for redemption, CUSIP numbers, and the date of redemption. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Bonds shall cease to bear interest on the specified redemption date provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Bonds shall no longer be deemed to be outstanding.

This Bond is one of an issue aggregating \$1,660,000, issued for the purpose of paying the cost of additions, improvements and extensions to the Sewerage System of the City issued to finance additions, improvements and extensions to the City's Sewerage System, pursuant to Article XI, Section 3, of the Wisconsin Constitution, Section 66.0621, Wisconsin Statutes, acts supplementary thereto and a Resolution adopted May 2, 2017, and entitled: "A Resolution Authorizing the Issuance and Sale of \$1,660,000 Sewerage System Revenue Bonds, Series 2017B of the City of Burlington, Racine and Walworth Counties, Wisconsin, and Providing for the Payment of the Bonds and Other Details With Respect to the Bonds" (the "Resolution") and is payable only from the income and revenues derived from the operation of said Sewerage System. Such revenues have been set aside and pledged as a special fund for that purpose and identified as "Special Redemption Fund", created by a resolution adopted by the City on May 13, 1991 and continued by the Resolution. The Bonds are issued on a parity with the City's Taxable Sewerage System Revenue Bonds, Series 2008, dated February 27, 2008, Taxable Sewerage System Revenue Bonds, Series 2008B, dated July 23, 2008 and Taxable Sewerage System Revenue Bonds, Series 2012, dated October 10, 2012. This Bond does not constitute an indebtedness of the City within the meaning of any constitutional or statutory debt limitation or provision.

This Bond has been designated by the Common Council as a "qualified tax-exempt obligation" pursuant to the provisions of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

This Bond is transferable only upon the books of the City kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for

the Bonds, and the City appoints another depository, upon surrender of the Bond to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Bond in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the City for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Bonds (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Bonds, or (iii) with respect to any particular Bond, after such Bond has been called for redemption. The Fiscal Agent and City may treat and consider the Depository in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Bonds are issuable solely as negotiable, fully-registered Bonds without coupons in the denomination of \$5,000 or any integral multiple thereof.

It is hereby certified, recited and declared that all conditions, things and acts required by law to exist, happen, and be performed precedent to and in the issuance of this Bond have existed, have happened and have been performed in due time, form and manner as required by law; and that sufficient of the income and revenue to be received by said City from the operation of its Sewerage System has been pledged to and will be set aside into a special fund for the payment of the principal of and interest on this Bond.

[This Bond shall not be valid or obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Fiscal Agent.]

IN WITNESS WHEREOF, the City of Burlington, Racine and Walworth Counties, Wisconsin, by its governing body, has caused this Bond to be executed for it and in its name by the manual or facsimile signatures of its duly qualified Mayor and City Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

CITY OF BURLINGTON,
RACINE AND WALWORTH COUNTIES,
WISCONSIN

By: _____
Jeannie Hefty
Mayor

By: _____
Diahnn C. Halbach
City Clerk

(SEAL)

DRAFT

[Date of Authentication: _____, _____]

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds of the issue authorized by the within-mentioned resolution of the City of Burlington, Wisconsin.

By _____
Authorized Signatory]

DRAFT

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

the within Bond and all rights thereunder and hereby irrevocably constitutes and appoints _____, Legal Representative, to transfer said Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

(e.g. Bank, Trust Company
or Securities Firm)

(Depository or Nominee Name)

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

(Authorized Officer)

[EXHIBIT F

Fiscal Agency Agreement

(See Attached)]

DRAFT



DATE: May 2, 2017

SUBJECT: ORDINANCE 2024(1) to consider a rezone for property located at 317 McHenry Street from B-3, Neighborhood Professional Office to Rs-3, Single-Family Residential.

SUBMITTED BY: Gregory Guidry, Building Inspector and Zoning Administrator

BACKGROUND/HISTORY:

This item is to consider recommending approval of a rezone request from the Charles Albee for property located at 317 McHenry Street. The applicant is requesting to rezone the property from B-3, Neighborhood Professional Office to Rs-3, Single-Family Residential District. The applicant would like to use this as a single-family home and indicated on the application form that "residential is a more appropriate use of the property". This property contains a single-family residence and is located in a largely residential neighborhood across the street from Aurora Memorial Hospital of Burlington.

BUDGET/FISCAL IMPACT:

N/A

RECOMMENDATION:

The Plan Commission and City Staff recommend approval of this rezone request as it is a valuable resource for the community.

TIMING/IMPLEMENTATION:

This item is for discussion at the May 2, 2017 Committee of the Whole meeting, scheduled for a Public Hearing the same night and for final consideration at the May 16, 2017 Common Council meeting.

ATTACHMENTS:

Ordinance

Map

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP BY REZONING 317 MCHENRY STREET FROM B-3, NEIGHBORHOOD PROFESSIONAL OFFICE TO RS-3, SINGLE-FAMILY RESIDENTIAL.

WHEREAS, the City of Burlington, owner, requests property located at 317 McHenry Street as described in Attachment "A" to be rezoned to Rs-3, Single-Family Residential and,

WHEREAS, this request was heard at, and recommended for approval by the Plan Commission at their April 11, 2017 meeting; and,

WHEREAS, a public hearing was held regarding this matter at the Common Council's May 2, 2017 meeting.

NOW THEREFORE BE IT ORDAINED that the Common Council of the City of Burlington, Racine County and Walworth County, State of Wisconsin does as follows:

Section 1. The district map of the City of Burlington, as it is incorporated by reference and made part of the City Zoning Ordinance, is hereby amended and changed in relation to the zoning classification of land more particularly described as follows:

Owner:	Equity Trust FBO
Applicant:	Charles Albee
Applicant Address:	311 S. Summerset Drive, Racine, WI 53406
Location of Request:	317 McHenry Street
Existing Zoning:	B-3, Neighborhood Professional Office
Proposed Zoning:	Rs-3, Single- Family Residential
Proposed Use:	To be used as a single-family residential

Section 2. The district map in all other respects shall remain the same.

Section 3. This ordinance shall take effect upon its passage and publication as provided by law.

NOW THEREFORE BE IT FURTHER ORDAINED that the City Clerk shall provide a copy of this ordinance to Planning and Development Director, Julie Anderson, of Racine County Planning and Development, located at 14200 Washington Ave., Sturtevant, WI 53177 and Walworth County Land Use & Resource, 100 W. Walworth Street, P.O. Box 1001, Elkhorn, WI, 53121.

Introduced: May 2, 2017

Adopted:

Jeannie Hefty, Mayor

Attest:

Diahnn Halbach, City Clerk

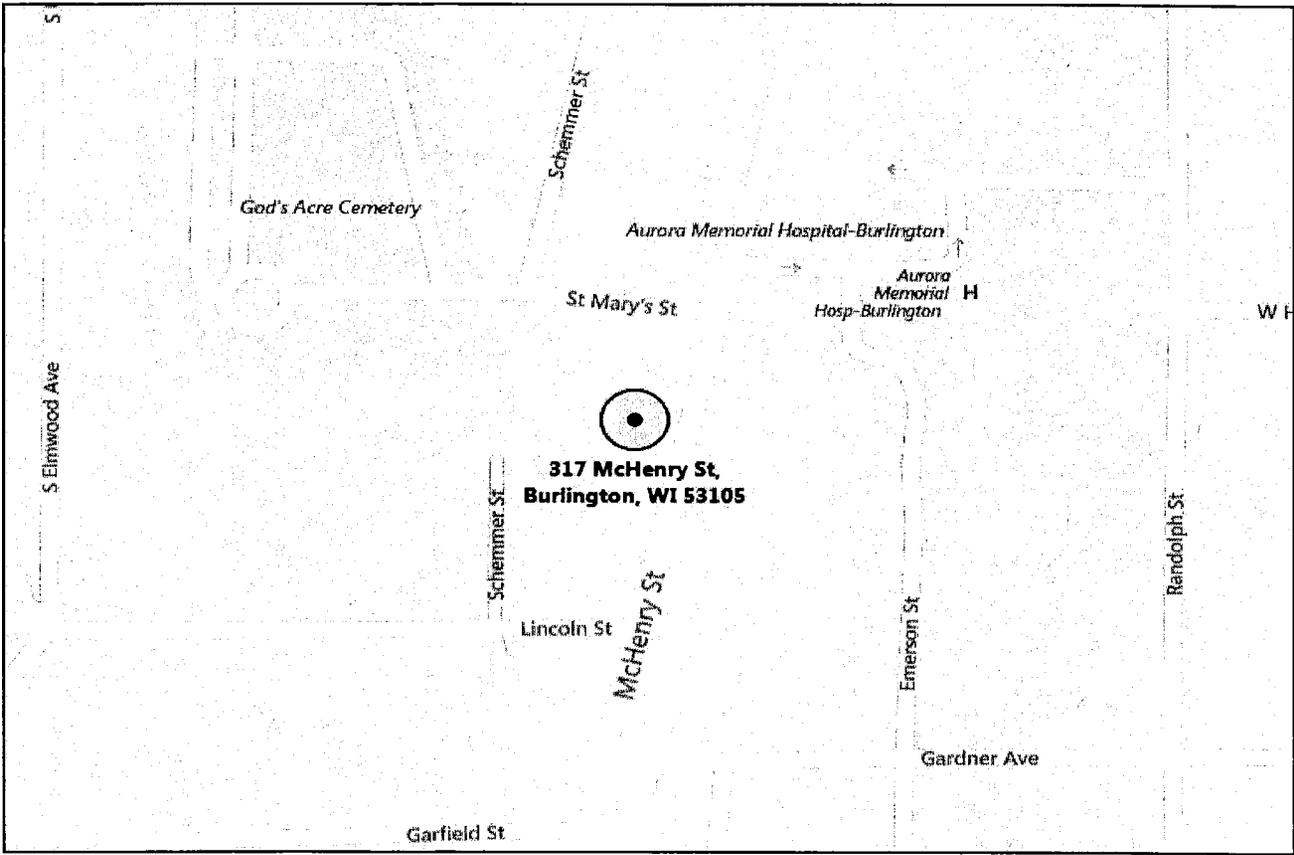
ATTACHMENT A

Legal Description

206-03-19-32-500-000

317 McHenry Street

THAT PART OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 31, TOWNSHIP 3 NORTH, RANGE 19 EAST, BOUNDED AS FOLLOWS: BEGINNING IN CENTER OF SAID SECTION 31 SAID POINT MARKS PLACE OF BEGINNING OF PARCEL OF LAND HEREINAFTER DESCRIBED; RUN THENCE NORTH $87^{\circ} 58'$ WEST ALONG EAST AND WEST $\frac{1}{2}$ SECTION LINE 125.00 FEET TO CONCRETE MONUMENT; THENCE SOUTH $1^{\circ} 44'$ WEST 957.13 FEET TO CROSS CUT IN PAVEMENT IN CENTER OF STATE TRUNK HIGHWAY 36; THENCE NORTH $81^{\circ} 18'$ EAST ALONG CENTER LINE OF SAID HIGHWAY 127.10 FEET TO CROSS CUT IN PAVEMENT; THENCE NORTH $1^{\circ} 44'$ EAST ALONG NORTH AND SOUTH $\frac{1}{2}$ SECTION LINE 933.46 FEET TO THE PLACE OF BEGINNING. EXCEPTING THEREFROM DEED RECORDED IN VOLUME 1710 OF RECORDS, PAGE 78, DOCUMENT NO. 1145051. SAID LAND BEING IN THE CITY OF BURLINGTON, COUNTY OF RACINE AND STATE OF WISCONSIN.





COMMITTEE OF THE WHOLE

ITEM NUMBER: 17

DATE: May 2, 2017

SUBJECT: MOTION 17-872 to approve an Airport Hangar Lease with Milo Meak Properties, LLC for 1532 Mike Taxiway, at the Burlington Municipal Airport.

SUBMITTED BY: Gary Meisner, Airport Manager

BACKGROUND/HISTORY:

The Airport Committee met on February 23, 2017 and recommends that the City enter into a not-to-exceed twenty-nine year Airport Hangar Lease agreement with Milo Meak Properties, LLC for 1532 Mike Taxiway. The amount of the lease equals the sum of \$.095 per square foot with a total of 3,000 square feet, equaling \$285.00, prorated in the first and last years of the Lease with the first-year payment of \$0 due at signing, and payable thereafter in advance of the 1st day of January of each and every consecutive year of the lease term commencing January 1, 2017.

BUDGET/FISCAL IMPACT:

An annual payment of \$285.00 will be paid to the City each year by January 1 for lease of the hangar.

RECOMMENDATION

Staff recommends approval of this Airport Hangar lease with Milo Meak Properties, LLC.

TIMING/IMPLEMENTATION:

This item is scheduled for discussion at the May 2, 2017 Committee of the Whole meeting and placed on the May 16, 2017 Common Council agenda for final consideration.

ATTACHMENTS:

Airport Hangar Lease

AIRPORT LEASE

This lease Agreement, made and entered into this 1st day of January, 2017 by and between the City of Burlington, State of Wisconsin, a municipal corporation existing through and under the authority of the laws of the State of Wisconsin, hereinafter referred to as "Lessor", and Milo Meak Properties, LLC whose mailing address is 25038 Breezy Pt Rd. Waterford, WI 53185 hereinafter referred to as "Lessee"; the Lessor and Lessee for and in consideration of the keeping by the parties of their respective obligations hereinafter contained, agree as follows:

ARTICLE 1 PREMISES SUBJECT TO LEASE

The premises subject of this Lease are:

That part of the hangar area of the Burlington Municipal Airport delineated on the official map of the Burlington Municipal Airport maintained at the office of the City Clerk at City Hall and identified as 1532 Mike Taxiway. This Lease does not include use of City Water.

ARTICLE 2 TERM

The term of this Lease shall be from January 1, 2017 to December 31, 2045 [not to exceed 29 years] both dates inclusive. This Lease shall be automatically renewed for successive ten-year periods thereafter upon mutually agreed-upon terms and approval of the renewal shall not be unreasonably withheld by the Lessor. This Lease is not transferable, See Article 5, Section G.

ARTICLE 3 RENT

The Lessee shall pay to the Lessor as rent for the Leased Premises the sum of \$.095 per square foot for the leased area, which contains a total of 3000 square feet, for a total amount of \$ 285.00, prorated in the first and last years of the Lease with the first-year payment of \$ 0 due at signing, and payable thereafter in advance of the 1st day of January of each and every consecutive year of the lease term commencing on January 1, 2017 subject to the provisions set forth in Article 5, Section A.

ARTICLE 4

Lessee agrees that rent charged is based on intended:

XX Personal Use, defined as the use of the Leased Premises in a manner which does not meet the definition of Commercial Use; or

_____ Commercial Use, defined as the operation of an airport-related business, which is open to the public, on or in the Leased Premises.

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

ARTICLE 5

ADDITIONAL PROVISIONS

- A. RENTAL INCREASES.** The Lessor may adjust the rental charge rate in the year 2010 and every five years thereafter, as determined by the Airport Committee in the same proportion as the cumulative change in the Consumer Price Index for all urban customers (CPI-U) over the same time period. In the event of a rate change, Lessor shall give Lessee sixty (60) days advance notice.
- B. IMPROVEMENTS.** Lessee agrees to erect on the Leased Premises a hangar, if not already constructed, and shall comply with all ordinances, building codes, and zoning restrictions for said airport, and the rules, regulations, and orders of the Airport Committee relative thereto.
- C. USE OF FACILITIES.** Lessee shall have the right to the non-exclusive use in common with others of the airport parking areas, appurtenances and improvements thereon; the right to install, operate, maintain and store, subject to approval of the Airport Committee, all equipment necessary for the safe hangaring of the Lessee's planes, specifically excluding any aviation gasoline or fuel; the right of ingress to or egress from the demised premises, which shall extend to Lessee's employees, guests and patrons; the right, in common with others so to do, to use common areas of the airport including runways, taxiways, aprons, roadways, and other conveniences for the take-off, flying and landing of aircraft of Lessee. Lessee shall not store any equipment or other material outside of its hangar without the written consent of the Airport Committee.
- D. COMPLIANCE WITH LAWS.** Lessee agrees to observe and obey during the term of this Lease all laws and ordinances, and the rules and regulations promulgated and enforced by the Airport Committee of the City of Burlington, and other proper authority having jurisdiction over the conduct of the operations of the airport including city, county, state and federal agencies or departments.
- E. INDEMNIFICATION.** Lessee agrees to indemnify and hold the Airport Committee and the City of Burlington free and harmless from loss from each and every claim and demand, of whatever nature, made on the behalf of or by any person or persons for any act or omission on the part of the Lessee, or Lessee's agents, employees, guests and patrons and from all loss or damage by reason of such acts or omissions.
- F. SUBLEASE-RENTAL OF PREMISES.** Lessee may sublet portions of the hangar constructed on the Leased Premises for the same purposes as stated in this Lease, subject to this policy of the Airport Committee relative to rental rates: It is agreed and understood by Lessee that the rate agreed to in this Lease is for (choose one) XX personal use _____ commercial use. Under this agreement it is understood by the parties that if property is sublet, the appropriate rate will be applied to this Lease from the following January 1. In the event that Lessee fails to disclose a sublease, he agrees to pay the City the amount of the increased rental for the period of any failure to so disclose.

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

the Lessee or subtenant or their agents or employees, or for any loss or damage by reason of such acts or omissions by the Lessee or its subtenant.

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

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

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

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

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

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

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

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

N. FUTURE DEVELOPMENT. Lessor reserves the right to further develop or improve the landing area of the airport as it sees fit, regardless of the desires or view of the Lessee and without interference or hindrance from Lessee. The Lessor reserves the right, but

shall not be obligated to the Lessee, to maintain and keep in repair the landing area of the airport and all publicly owned facilities of the airport; together with the right to direct and control all activities of the Lessee in this regard.

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

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

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

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

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

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

in the future, as such laws, regulations or rules may be amended from time to time, and it shall be interpreted to include, but shall not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease.

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

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

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

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

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

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

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

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

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

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

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

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

AIRPORT MANAGER:

LESSEE:

Gary B. Meisner

Signature

Gary B. Meisner
Print (or type) name

[Handwritten Signature] Signature
Partner
Print (or type) name

Approved by Common Council on: _____

CITY OF BURLINGTON

Signature

Title

ADDENDUM
to
AIRPORT LEASE
West End Hangar Sites
Pre-construction Only

THIS ADDENDUM TO THE AIRPORT LEASE made and entered into on the 1st day of January, 2016 by and between the City of Burlington, Lessor and Milo Meak Properties, LLC is intended to memorialize the understanding of the parties regarding items not specifically set forth in the Airport Lease and shall constitute further agreement between the parties and shall be binding on the parties hereto as if originally included in the Airport Lease Agreement entered on the above date.

A.1. Surcharge. The parties recognize and agree that the expansion of the Airport and the improvements to land which primarily benefit the Lessees of the West End Hangars, are a cost to the Lessor over and above the cost of airport operations and maintenance, which are paid for in part by the revenue generated by the lease of hangar sites. In order to recover the Lessor's share of the costs of the Airport improvements, the parties agree that the Lessee shall pay to the Lessor, at the time of the signing of this Lease, a surcharge of \$94.92 per linear foot of the leased area (which will be measured by the width of the hangar plus two five-foot easements), over and above the rent due under the terms of the Lease.

A.2. Responsibility for Costs of Construction of Approach to Taxiway. The parties agree that the responsibility for the cost of construction of the approach from the Lessee's hangar site, over non-leased property, to the taxiway, shall be borne exclusively by the Lessee.

