



**AGENDA  
COMMON COUNCIL MEETING**

**Tuesday, May 16, 2017**

**To immediately follow the 6:30 p.m. Committee of the Whole meeting  
Council Chambers, 224 East Jefferson Street**

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

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

1. Roll Call
2. Pledge of Allegiance to the Flag
3. Citizen Comments
4. Chamber of Commerce Representative and Rescue Squad Representative
5. Approval of the Common Council minutes from May 2, 2017 (*T. Preusker*) .....pg. 4
6. Letters and Communications (*T. Bauman*) .....pg. 9
  - A. Correspondence from Alderman Vos
7. Reports by Aldermanic Representatives and Department Heads
8. Reports 1- 3 (*E. Johnson*) .....pg. 12
9. Payment of Vouchers (*B. Grandi*) .....pg. 25
10. Licenses and Permits (*R. Dawidziak*)..... pg. 45
11. Appointments and Nominations: There are none.
12. **PUBLIC HEARINGS:**  
There is none

**13. RESOLUTIONS:**

- A. **Resolution 4843(1)** – to consider approving an Agreement between the City of Burlington and the Burlington Pool Corporation for the Daily Operations, Maintenance, and future Capital Improvement costs of the New Pool to be located in Devor Park. This item was discussed at the May 2, 2017 Committee of the Whole meeting. (*T. Vos*)..... pg. 49
- B. **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 was discussed at the May 2, 2017 Committee of the Whole meeting. (*J. Schultz*)..... pg. 66
- C. **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 was discussed at the May 2, 2017 Committee of the Whole meeting. (*T. Preusker*) ..... pg. 72
- D. **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 was discussed at the May 2, 2017 Committee of the Whole meeting. (*T. Bauman*)..... pg. 75
- E. **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 was discussed at the May 2, 2017 Committee of the Whole meeting. (*E. Johnson*)..... pg. 85
- F. **Resolution 4848(6)** – to consider approving a two-year contract for part-time building inspection services with Municipal Services, Inc. This item was discussed at the May 2, 2017 Committee of the Whole meeting. (*B. Grandi*)..... pg. 93
- G. **Resolution 4853(11)** – to consider approving Scherrer Construction as the Construction Manager for the Construction of the Burlington Community Pool at Devor Park for the not-to-exceed amount of 3% of the total cost of construction. This item was discussed at tonight’s Committee of the Whole meeting. (*R. Dawidziak*)

**14. ORDINANCES:**

- A. **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 was discussed at the May 2, 2017 Committee of the Whole meeting. (*T. Vos*)..... pg. 100

**15. MOTIONS:**

- A. **Motion 17-872** – to consider approving an Airport Hangar Lease with Milo Meak Properties, LLC for 1532 Mike Taxiway at the City of Burlington’s Municipal Airport. This item was discussed at the May 2, 2017 Committee of the Whole meeting (*J. Schultz*)..... pg. 108

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

**16. ADJOURN INTO CLOSED SESSION** (*T. Preusker*)

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

- Knight of Columbus
- Discussion of possible site acquisition for Government Center

**17. RECONVENE INTO OPEN SESSION** (*T. Bauman*)

**18. ADJOURNMENT** (*E. Johnson*)

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**COMMON COUNCIL**

**ITEM NUMBER: 5**

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**DATE:** May 16, 2017

**SUBJECT:** May 2, 2017 Common Council Minutes

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

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**BACKGROUND/HISTORY:**

The attached minutes are from the May 2, 2017 Common Council meeting.

**BUDGET/FISCAL IMPACT:**

N/A

**RECOMMENDATION:**

Staff recommends approval of the attached minutes from the May 2, 2017 Common Council meeting.

**TIMING/IMPLEMENTATION:**

This item is scheduled for consideration at the May 16, 2017 Common Council meeting.

**ATTACHMENTS:**

Common Council Minutes



**CITY OF BURLINGTON**  
**Minutes of the Common Council**  
**Jeannie Hefty, Mayor**  
**Diahnn C. Halbach, City Clerk**  
**Tuesday, May 2, 2017**

**1. Call To Order – Roll Call**

Mayor Jeannie Hefty called the meeting to order at 7:28 p.m. starting with roll call. Aldermen present: Susan Kott, Ed Johnson, Bob Grandi, Ruth Dawidziak, Tom Preusker, Jon Schultz and Todd Bauman. Absent: Tom Vos

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, Library Director Joe Davies and Building Inspector Gregory Guidry.

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

**2. Pledge of Allegiance**

**3. Citizen Comments**

There were none.

**4. Chamber of Commerce Representative and Rescue Squad Representative**

There were none.

**5. Approval of the April 5 and April 18, 2017 Common Council Minutes**

A motion was made by Alderman Bauman with a second by Alderman Preusker to approve the amended Council Minutes from April 5 and April 18, 2017. With all in favor, the motion to approve the minutes was carried.

**6. Letters and Communications**

There were none.

**7. Reports by Aldermanic Representatives and Department Heads**

Alderman Dawidziak requested an amendment to Chapter 6. Boards, Commissions and Authorities, which requires the President of the Park Board to also serve as a member of the Plan Commission. Dawidziak also requested that the Alderman be informed beforehand of any changes being made to the Boards.

Alderman Schultz asked if would be possible to have a Clean Sweep more than once per year. Walters stated she and staff would look into other alternatives and possible grants.

Bergles stated the Clean Sweep was well attended and that 762 cars passed through the DPW, which was 200 more than last year.

Alderman Schultz inquired about a fire hydrant being blocked by brush over near the Cooper School and asked if that could be looked into.

Mayor Hefty informed everyone that she, as well as several other department heads would be out of the office the week of May 8<sup>th</sup> to attend an FEMA training in Maryland.

**8. Reports 1-8**

A motion was made by Alderman Johnson with a second by Alderman Preusker approve Reports 1-8. With all in favor, the motion carried.

**9. Payment of Vouchers**

A motion was made by Alderman Grandi with a second by Alderman Dawidziak to approve vouchers, pre-pays and reimbursements in the amount of \$332,862.04.

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

**10. Licenses and Permits**

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

**11. Appointments and Nominations**

There were none.

**12. Public Hearings**

A. At 7:43 p.m., Mayor Hefty declared a public hearing open to hear comments and concerns from the public regarding a rezone request for property located at 317 McHenry Street in the City of Burlington.

There were no comments. A motion was made by Alderman Dawidziak with a second by Alderman Preusker to close the public hearing. With all in favor, Mayor Hefty closed the public hearing 7:44 p.m.

**13. Resolutions**

A. **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.

A request for a second reading and a motion was made by Alderman Schultz with a second by Alderman Preusker to adopt Resolution 4831(50).

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

- B. Resolution 4849(7)** to consider approving a resolution awarding the sale of \$7,990,000 General Obligation Corporate Purpose Bonds, Series 2017A.

A request for a second reading and a motion was made by Alderman Preusker with a second by Alderman Dawidziak to adopt Resolution 4849(7).

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

- C. 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.

A request for a second reading and a motion was made by Alderman Bauman with a second by Alderman Johnson to adopt Resolution 4850(8).

A motion was made to amend the dollar amount to \$1,610,000 by Bauman with a second by Preusker.

Roll Call to Approve the Motion to Amend - Aye: Kott, Johnson, Grandi, Dawidziak, Preusker, Schultz and Bauman. Nay: None. Motion carried 7-0.

Roll Call to Adopt the Amended Resolution - Aye: Kott, Johnson, Grandi, Dawidziak, Preusker, Schultz and Bauman. Nay: None. Motion carried 7-0.

#### **14. Ordinances**

There were none

#### **15. Motions**

There were none

#### **16. ADJOURN INTO CLOSED SESSION**

A motion was made by Alderman Johnson with a second by Alderman Bauman to adjourn into closed session.

Roll Call Aye: Kott, Johnson, Grandi, Dawidziak, Preusker, Schultz and Bauman. Nay: None. Motion carried 7-0. Meeting adjourned into Closed Session at 7:49 p.m.

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

- To discuss police collective bargaining negotiations strategy, pursuant to Wis. Stat. 19.85(1)(c), (e)
- Representative(s) from Police Benevolent Association Local 218 to outline union position.

**17. RECONVENE INTO OPEN SESSION**

A motion was made by Alderman Grandi with a second by Alderman Johnson to reconvene into open session. With all in favor, the meeting reconvened into open session at 9:33 p.m.

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

**18. ADJOURN**

A motion was made by Alderman Dawidziak with a second by Alderman Grandi to adjourn the meeting. With all in favor, the meeting adjourned at 9:34 p.m.

Meeting Minutes Respectfully Submitted by:



Diahnn C. Halbach  
City Clerk  
City of Burlington



**COMMON COUNCIL AGENDA**

**ITEM NUMBER: 6**

**DATE:** May 16, 2017

**SUBJECT:** Letters and Communications

**SUBMITTED BY:** Tom Vos, 3<sup>rd</sup> District Alderman

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**BACKGROUND/HISTORY:**

On April 20, 2017, Alderman Vos submitted a letter to City Hall regarding Chapter 35-4 Code of Ethics, Conflict of Interest – Public Disclosure, which will be read aloud at this evening’s Common Council meeting.

**BUDGET/FISCAL IMPACT:**

N/A

**RECOMMENDATION**

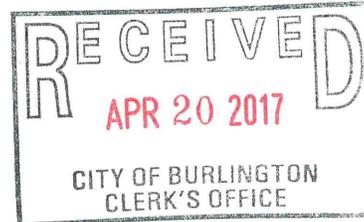
Staff recommends that the Council accept this communication.

**TIMING/IMPLEMENTATION:**

This item is scheduled for consideration at the May 16, 2017 Common Council meeting.

**ATTACHMENTS:**

Correspondence from Alderman Vos



April 12, 2017

Jeannie Hefty, Mayor  
Carina Walters, City Administrator  
City of Burlington  
300 N. Pine Street  
Burlington, WI 53105

✓City of Burlington Common Council  
c/o Diahnn Halbach  
City of Burlington  
300 N. Pine Street  
Burlington, WI 53105

RE: Chapter 35-4 Code of Ethics, Conflict of interest – Public Disclosure by Alderman Tom Vos

Dear Mayor Hefty, Ms. Walters, and members of the Common Council,  
The City will soon be contacted by representatives from PSG, Inc. to discuss a potential new facility in the City of Burlington. The new facility will house Rojo Popcorn, Troy-Star Packaging, and Robin J. Vos Enterprises; businesses in which I have ownership and financial interest. Further, I have employment through the businesses. Finally, I have ownership in the real estate currently housing these businesses personally and through Romata LLP and T&M Rental LLC and expect to have ownership in the real estate for the new facility. Other owners of the businesses listed in this paragraph include my wife Margie Vos and my son Robin Vos.

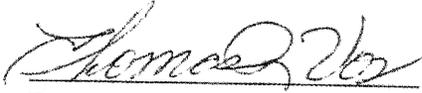
PSG, Inc. will be engaging in discussions with the City our behalf related to potential land acquisitions, potential local funding tools and incentives for a development of this nature. Should this project move forward, PSG will facilitate the process for entitlements and municipal approvals, obtain permits and provide construction management services in the construction of the new facility. Ownership interest in the new facility is anticipated to include myself, my wife Margie Vos, and my son Robin Vos.

The City of Burlington Municipal Code, Chapter 35-4, Code of Ethics, Conflict of Interest states as follows:

- A. *Financial or personal interest. No official or employee, either for himself or on behalf of any other person, shall have any financial or personal interest in any business or transaction with any public body in the City until he shall first make full public disclosure of the nature and extent of such interest.*
- B. *Disclosure and disqualification. Whenever the performance of his official duties shall require any official or employee to deliberate and vote on any matter involving his financial or personal interest, he shall publicly disclose the nature and extent of such interest and disqualify himself from participating in the deliberations as well as in the voting. Elected officials and members of the Plan Commission shall disclose any legal or equitable interest which they might have in any real estate subject to the deliberation of the Commission.*
- C. *Incompatible employment. No official or employee shall engage in private employment with or render service for any private person who has business transactions with any public body of the City unless he shall make full public disclosure of the nature and extent of such employment or services.*

As President of the City of Burlington Common Council and a Third District Alderman for the City of Burlington, in compliance with the City's Code of Ethics, I hereby make full public disclosure of my personal, financial, and legal interest in the above referenced businesses and real estate. I hereby disqualify myself from participating in the deliberations or voting related to these businesses and any matters pertaining to the potential new facility for these businesses.

Sincerely,

A handwritten signature in cursive script, appearing to read "Thomas Vos", written in black ink. The signature is fluid and somewhat stylized, with a prominent loop at the end.

Thomas Vos

City of Burlington Council President and Third District Alderman



**COMMON COUNCIL**

**ITEM NUMBER: 8**

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**DATE:** May 16, 2017

**SUBJECT:** Reports 1-3

**SUBMITTED BY:** City Staff

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**BACKGROUND/HISTORY:**

Attached please find the following reports:

Historic Preservation Commission Meeting Minutes – 03/23/2017

Committee of the Whole Meeting Minutes – 05/02/2017

Plan Commission Meeting Minutes – 05/09/2017

**BUDGET/FISCAL IMPACT:**

N/A

**RECOMMENDATION**

Staff recommends that the Council approve submitted reports.

**TIMING/IMPLEMENTATION:**

This item is scheduled for consideration at the May 16, 2017 Common Council meeting.

**ATTACHMENTS:**

Meeting Minutes



**HISTORIC PRESERVATION COMMISSION  
AMENDED MEETING MINUTES  
Thursday, March 23, 2017**

The meeting was called to order by Chairman Tom Stelling at 6:30 p.m. Alderman Tom Preusker; Commissioner Darrel Eisenhardt; Commissioner Maria Veronico; and Commissioner Kevin O'Brien; were present. Commissioner Jeff Erickson was excused.

**CITIZEN COMMENTS**

Judith Schulz, 533 Milwaukee Avenue, informed the Commissioners of free programs run by Racine Tourism taking place May 6, 2017. There will also be open house at the Historical Society. Ms. Schulz stated she will be placing signs in her window at 533 Milwaukee Avenue showing the changes of the historic downtown buildings over the years.

**APPROVAL OF MINUTES**

Commissioner Eisenhardt moved, and Commissioner Veronico seconded to approve the minutes of March 23, 2017.

Ms. Schulz stated she would like to correct the March 23, 2017 Minutes to read “display a photo history in the display window at 533 Milwaukee Avenue showing the changes of the two 541 & 533 Milwaukee Avenue downtown buildings over the years” instead of “placing signs in her window at 533 Milwaukee Avenue showing the changes of the historic downtown buildings over the years”.

Ms. Schulz also stated she was hoping to add her discussion comments:

- “Windows would be more historic if the full length and size of window openings were used as in the original building photos, and not divided up into sections; because dividing for the sake of integrity doesn’t retain and doesn’t preserve the historic look that we all want to preserve.”
- “The detail of the vertical divisions on the bulkhead that should be repeated rather than making one section out of it to retain the original look on a building reviewed tonight”.
- “That modern logos and (should say on) signs should be allowed as long as they are not plastic, as she indicated was discussed and approved at the Planning Commission when the HPC ordinance was first written”.

Commissioner Eisenhardt moved, and Commissioner Veronico seconded to amend the minutes to reflect the changes and additions to the minutes of March 23, 2017. All were in favor and the motion carried.

## **LETTERS AND COMMUNICATIONS**

None

## **OLD BUSINESS**

A. **457 Milwaukee Avenue - LifeBridge Church** This item was tabled at the March 9, 2017 meeting. (The owner will be present to give just cause.)

### **1) Certificate of Appropriateness extension**

- Chairman Stelling introduced and opened this item for discussion.
- Alderman Preusker moved, and Commissioner Eisenhardt seconded to take the Certificate of Appropriateness and Façade Grant off the table from March 9, 2017.
- Jonathan Thorngate of LifeBridge Church explained last year the Certificate of Appropriateness and Façade Grant were approved, but were not able to complete the repairs because financing held them up. Currently they are waiting for the State's review to pass in May and the repairs will be completed late summer or early fall.
- There were no further comments.
- Alderman Preusker moved, and Commissioner Veronico seconded to approve the Certificate of Appropriateness extension for 1 year with an expiration date of March 24, 2018.
- All were in favor and the motion carried.

### **2) Façade Grant extension**

- Chairman Stelling introduced and opened this item for discussion.
- There were no comments.
- Commissioner Eisenhardt moved, and Alderman Preusker seconded to approve the Façade Grant extension for 1 year with an expiration date of March 24, 2018.
- Roll call: Chairman Tom Stelling; Alderman Tom Preusker; Commissioner Darrel Eisenhardt; Commissioner Maria Veronico; and Commissioner Kevin O'Brien.
- All were in favor and the motion carried.

## **NEW BUSINESS**

### **A. 525 Milwaukee Avenue – Commercial Investment Properties Corp.**

#### **1) Certificate of Appropriateness to repair façade and add canopy**

- Chairman Stelling introduced and recused himself.
- Alderman Preusker introduced and opened this item for discussion.
- Tom Stelling, Stelling & Associates, stated revised plans were distributed at the beginning of the meeting that addresses some issues regarding measurements for the awning.
- Doug Harris, owner, showed photos of the current building and what it would look like after the repairs. Mr. Harris explained the door will be replaced with a custom made wood door with a window, installing new trim, paneling and canopy over the existing cedar shake. Commissioner O'Brien clarified the canopy was of a canvas material. Commissioner Eisenhardt questioned if there are two windows. Mr. Harris responded there are two windows, panels and molding over the brick. Commissioner Eisenhardt clarified the bottom portion of the building will match the coloring that is on the top portion, above the windows. Gregory Guidry, Building Inspector, stated the clearance for the awning meets the City's Ordinance.
- There were no further comments.
- Commissioner Eisenhardt moved, and Commissioner Veronico seconded to recommend approval of the Certificate of Appropriateness to repair the façade and add a canopy, subject to Graef's March 13, 2017 memorandum.
- All were in favor and the motion carried.

#### **2) Sign Permit application to install a sign**

- Alderman Preusker introduced and opened this item for discussion.
- Mr. Harris stated there will be a hanging sign and only the words printed on the awning.
- There were no further comments.
- Commissioner O'Brien moved, and Commissioner Eisenhardt seconded to approve a Sign Permit application to install a hanging sign, subject to Graef's March 13, 2017 memorandum.
- All were in favor and the motion carried.

### **3) Façade Grant application for the front façade**

- Alderman Preusker introduced and opened this item for discussion.
- There were no comments.
- Commissioner Eisenhardt moved, and Commissioner Veronico seconded to approve a Façade Grant Program application in the amount of \$5,000, but not to exceed \$5,000.
- Roll call: Alderman Tom Preusker; Commissioner Darrel Eisenhardt; Commissioner Maria Veronico; and Commissioner Kevin O'Brien.
- All were in favor and the motion carried.

## **B. 400 N. Pine Street – Thrivent Financial**

### **1) Certificate of Appropriateness for front façade along N. Pine Street**

- Chairman Stelling introduced and opened this item for discussion.
- John Fleischman, applicant, explained all the brick will be cleaned and clear glass windows will be placed in the arched panels to expose the original windows. Commissioner Veronico questioned why will there be separate windows instead of one whole window, where the Thrivent Financial sign is currently. Mr. Fleischman replied the reason for the separate windows are because of the limited size of the window for the size of the building and for integrity. Commissioner O'Brien commented that cleaning the brick may be difficult. Leslie Pella Scherrer, The Peter Scherrer Group, stated they will remove the paint the best they can. Alderman Presuker clarified the intent is to match the brick with Classic White trim and an accent color of Westchester Gray.
- There were no further comments.
- Alderman Preusker moved, and Commissioner O'Brien seconded to recommend approval of the Certificate of Appropriateness to repair the front façade, subject to Graef's March 13, 2017 memorandum.
- All were in favor and the motion carried.

### **2) Certificate of Appropriateness for side façade along E. Washington Street**

- Chairman Stelling introduced and opened this item for discussion.
- Chairman Stelling questioned if the whole building is being cleaned and if windows are being opened at the top. Chairman Stelling commented that maybe the brick was

sandblaster in the past to reveal the three different shades of coloring. Ms. Scherrer stated a window opening will be created in place of the far right door by the back. Commissioner Eisenhardt questioned if the fire escape is safe and sound. Scott Hermann, owner, replied yes it is safe.

- There were no further comments.
- Commissioner O'Brien moved, and Alderman Preusker seconded to recommend approval of the Certificate of Appropriateness to repair the side façade, subject to Graef's March 13, 2017 memorandum.
- All were in favor and the motion carried.

### **3) Façade Grant application for the front façade**

- Chairman Stelling introduced and opened this item for discussion.
- There were no comments.
- Alderman Preusker moved, and Commissioner Veronico seconded to approve a Façade Grant Program application for the front façade in the amount of \$5,000, but not to exceed \$5,000.
- Roll call: Chairman Tom Stelling; Alderman Tom Preusker; Commissioner Darrel Eisenhardt; Commissioner Maria Veronico; and Commissioner Kevin O'Brien.
- All were in favor and the motion carried.

### **4) Façade Grant application for the side façade**

- Chairman Stelling introduced and opened this item for discussion.
- There were no comments.
- Commissioner Eisenhardt moved, and Alderman Preusker seconded to approve a Façade Grant Program application for the side façade in the amount of \$5,000, but not to exceed \$5,000.
- Roll call: Chairman Tom Stelling; Alderman Tom Preusker; Commissioner Darrel Eisenhardt; Commissioner Maria Veronico; and Commissioner Kevin O'Brien.
- All were in favor and the motion carried.

**C. 208 E. Washington Street – Thrivent Financial**

**1) Certificate of Appropriateness for front façade repair**

- Chairman Stelling introduced and opened this item for discussion.
- Chairman Stelling asked if the plan was to strip the paint off the façade up to the window sill and leave the top portion of the brick alone. Ms. Scherrer replied the entire façade will be cleaned once the paint is removed from the bottom façade. Chairman Stelling stated the three panels above the lower windows contain four individual panels and asked if the three panels will be replaced with one large panel. Mr. Fleischman answered the three large panels will be replaced with three double faced aluminum panels. Chairman Stelling also questioned if the glass above the door that leads upstairs will remain. Mr. Fleischman replied the glass is sufficient so it is staying.
- There were no further comments.
- Alderman Preusker moved, and Commissioner Veronico seconded to recommend approval of a Certificate of Appropriateness application to repair the front façade, subject to Graef's March 13, 2017 memorandum.
- All were in favor and the motion carried.

**2) Certificate of Appropriateness for side/alley façade repair**

- Chairman Stelling introduced and opened this item for discussion.
- Chairman Stelling questioned if the paint will be removed from the façade that is around the corner. Mr. Fleischman stated the entire façade will be cleaned after the paint is removed and nothing is being done to the back side of the building. Chairman Stelling asked if the upper roof is used for anything. Scott Herman, owner, replied the roof can be used as an alternative 3<sup>rd</sup> floor exit.
- There were no further comments.
- Alderman Presuker moved, and Commissioner Eisenhardt seconded to recommend approval of a Certificate of Appropriateness application to repair the side/alley façade, subject to Graef's March 13, 2017 memorandum.
- All were in favor and the motion carried.

**3) Façade Grant application for the front façade**

- Chairman Stelling introduced and opened this item for discussion.

- There were no comments.
- Alderman Preusker moved, and Commissioner O'Brien seconded to approve a Façade Grant Program application for the front façade in the amount of \$5,000, but not to exceed \$5,000.
- Roll call: Chairman Tom Stelling; Alderman Tom Preusker; Commissioner Darrel Eisenhardt; Commissioner Maria Veronico; and Commissioner Kevin O'Brien.
- All were in favor and the motion carried.

#### **4) Façade Grant application for the side/alley façade**

- Chairman Stelling introduced and opened this item for discussion.
- There were no comments.
- Commissioner Eisenhardt moved, and Commissioner O'Brien seconded to approve a Façade Grant Program application for the side/alley façade in the amount of \$5,000, but not to exceed \$5,000.
- Roll call: Chairman Tom Stelling; Alderman Tom Preusker; Commissioner Darrel Eisenhardt; Commissioner Maria Veronico; and Commissioner Kevin O'Brien.
- All were in favor and the motion carried.

### **D. 615 N. Pine Street Suite #102 – Halpin Personel**

#### **1) Certificate of Appropriateness to install a sign**

- Chairman Stelling introduced and opened this item for discussion.
- There were no comments.
- Alderman Preuseker moved, and Commissioner Veronico seconded to approve a Certificate of Appropriateness application to install a sticker sign above the entry transom window, subject to Graef's March 13, 2017 memorandum.
- All were in favor and the motion carried.

#### **2) Sign Permit application**

- Chairman Stelling introduced and opened this item for discussion.

- Commissioner Eisenhardt commented on how many other signs were already in the windows. Mr. Guidry state hopefully there will be some clarification on the number of signs allowed, once the current codes and guidelines are reviewed.
- There were no further comments.
- Alderman Preuseker moved, and Commissioner Veronico seconded to approve a Sign Permit application to install a sticker sign above the entry transom window, subject to Graef's March 13, 2017 memorandum.
- All were in favor and the motion carried.

## **DISCUSSION ITEMS**

### **A. Review of Façade Grant Funding Status.**

- Chairman Stelling introduced and opened this item for discussion.
- Chairman Stelling stated there would be \$20,000 for a remaining balance out of the \$50,000 allotted and \$30,000 of the grant money applied for, is to be completed within one year.
- There were no further comments.

### **B. Discussion regarding historic codes for backlighting as well as other codes and the steps to take on how to revise the codes.**

- Chairman Stelling introduced and opened this item for discussion.
- Chairman Stelling stated the Commissioners are to review the historic guidelines and ordinances to see if there is anything that should be corrected or added and make a recommendation to City staff for review of these changes. Chairman Stelling stated this will be on the next agenda for discussion on April 27, 2017.
- Judith Schulz asked when a citizen can make a comment about the items on the agenda. Chairman Stelling replied when the item is being discussed or when asked if there is any further discussion, after the motion is made. Chairman Stelling apologized for not noticing that Ms. Schulz had raised her hand. Chairman Stelling asked what she wanted to comment on even though the decision has already been made. Ms. Schulz was hoping the window would be full length and not divided, even though it gives integrity to have divided windows, it would make it look more historic. Ms. Schulz also mentioned the detail on the pillars should be cleaned to give the original look and noticed on the agenda was a topic regarding ordinances for metal signs with illumination. Chairman Stelling stated the Commissioners are to review the ordinances for any changes they see that need correcting.

Ms. Schulz suggested that modern logos and signs should be allowed as long as they are not plastic. Ms. Schulz thanked the Commissioners for doing all the reviews.

**ADJOURNMENT**

Commissioner Eisenhardt moved, and Commissioner Veronico seconded to adjourn the meeting at 7:34 p.m. *All were in favor and the motion carried.*

Recording Secretary,

Kristine Anderson  
Administrative Assistant



**Minutes**  
**City of Burlington Plan Commission**  
**April 11, 2017, 6:30 p.m.**

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

**APPROVAL OF MINUTES**

Alderman Grandi moved, and Commissioner Eisenhardt seconded to approve the minutes of March 14, 2017. All were in favor, and the motion carried.

**LETTERS & COMMUNICATIONS**

None

**CITIZEN COMMENTS**

None

**PUBLIC HEARINGS**

None

**OLD BUSINESS**

**A. Consideration to approve an extension of a Conditional Use Permit application for one year for Cretex Materials, Inc. for property located at 500 W. Market Street. This item was tabled at the February 14, 2017 and March 14, 2017 meetings.**

- Mayor Hefty opened this item for discussion.
- Gregory Guidry, Building Inspector, stated the original Conditional Use Permit was issued in 1994 and amended in 2003. Mr. Guidry stated the file should be updated with new aerial photos and other reports. Mr. Guidry explained after meeting with Carl Beck of Cretex and Kapur & Associates, the City received the information that was requested, plus an aerial photo will be taken in the Fall after the leaves have fallen. Alderman Grandi stated in Mr. Guidry's letter, there was a comment regarding the clear cutting of the trees, and questioned how far into the property line the trees were cut and why. Mr. Guidry replied the trees were heavily diseased and were cut up to the property line to prevent further disease spread. Mr. Guidry also stated with the aerial photo, there will be a better view of the property lines. Mr. Beck stated an aerial photo was sent to the City. Carina Walters, City Administrator, commented that this photo was not detailed enough. Mr. Beck stated some of the trees on higher land were not diseased. Alderman Grandi also questioned about the well drilling on City property. Mr. Guidry answered that the wells were not on City property, like originally thought.

- There were no further comments.

Commissioner Redman moved, and Commissioner Eisenhardt seconded to approve the extension of a Conditional Use for one year.

*Aye 4, Commissioners Redman; Eisenhardt; Reesman; and Tully. Nay 1, Alderman Grandi. Motion carried 4-1.*

## **NEW BUSINESS**

### **A. Consideration to approve a Site Plan application from ABC Supply for property located at 681 S. Kane Street for additional pavement and outdoor storage, subject to Graef's April 3, 2017 and Kapur & Associates' March 27, 2017 memorandums to the Plan Commission.**

- Mayor Hefty opened this item for discussion.
- Mr. Guidry explained that ABC Supply would like to expand to allow for more storage facilities for their materials due to the increase in business. The expansion would include additional fencing, security, and driveway. Tanya Fonesca, Graef, stated a few requirements have been waived due to the surrounding properties' zoning.
- Commissioner Tully stated in the industrial park there was only one drive for the entrance and exit off of Market Street. Commissioner Tully asked if there were any plans in the future for an additional drive. Ms. Walters explained there is a property on the other side of the industrial park and in the past the owners of that property asked the City if they would be interested in purchasing this property. Due to finances it was not possible and no one has approached the City since. Currently, there are no plans for the additional drive.
- There were no further comments.

Alderman Grandi moved, and Commissioner Tully seconded to approve a Site Plan application for the expansion of the parking lot and storage.

*All were in favor and the motion carried.*

### **B. Consideration to recommend approval to the Common Council of a Rezone Map Amendment application from Charles Albee for property located at 317 McHenry Street to rezone the property from B-3, Professional Office to Rs-3, Single-Family Residential, subject to Graef's April 3, 2017 memorandum to the Plan Commission.**

- Mayor Hefty opened this item for discussion.
- Mr. Guidry explained the owner requested to have a mother-in-law living quarters and by rezoning to Rs-3 it is more appropriate for the surrounding properties, plus it eliminates the spot zoning. Charles Albee, owner, stated that this property used to be an insurance business and a residence, but would like to have it as a residential for selling purposes instead of

applying for a commercial loan. Mr. Albee stated there is a potential buyer contingent on the approval.

- There were no further comments.

Commissioner Tully moved, and Alderman Grandi seconded to recommend approval of a Rezone Map Amendment to rezone from B-3, Professional Office to Rs-3, Single-Family Residential.

*All were in favor and the motion carried.*

**C. Consideration to recommend approval to the Common Council of an Extraterritorial Certified Survey Map from Timothy & Joan Warren for property located at 30561 Bushnell Road in the Town of Burlington, subject to Graef's April 3, 2017 memorandum to the Plan Commission.**

- Mayor Hefty opened this item for discussion.
- Mr. Guidry explained the owners would like this farm property to have multiple parcels, which meets the City master plan requirements. Ms. Fonesca stated this was an unusual circumstance the way they wanted it split. Commissioner Eisenhardt questioned if the minimum acres for the Town of Burlington is 5 acres. Tim Warren, owner, replied yes, it is 5 acres for a subdivision in the Town of Burlington.

Commissioner Redman moved, and Commissioner Reesman seconded to recommend approval of an Extraterritorial Certified Survey Map for 30561 Bushnell Road in the Town of Burlington.

*All were in favor and the motion carried.*

**ADJOURNMENT**

Alderman Grandi moved, and Commissioner Eisenhardt seconded to adjourn the meeting at 6:49 p.m.

*All were in favor and the motion carried.*

Recording Secretary  
Kristine Anderson  
Administrative Assistant



**DATE:** May 16, 2017

**SUBJECT:** Prepaid and Vouchers

**SUBMITTED BY:** Steve DeQuaker, City Treasurer

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**BACKGROUND/HISTORY:**

Attached please find the Prepaid and Voucher list for bills accrued through May 16, 2017:

Total Prepaid:	\$146,252.33
Total Vouchers:	<u>\$147,191.81</u>
<b>Grand Total:</b>	<b><u><u>\$293,444.14</u></u></b>

**BUDGET/FISCAL IMPACT:**

5 Largest Disbursements on the Prepaid and Voucher List:

1. \$39,305.56 Johns Disposal Service, Inc. – Contracted Monthly Garbage & Recycle
2. \$19,258.00 Grove Outdoor Power LLC. – Two New Mowers
3. \$18,900.00 Pats Services, Inc. – 540,000 Gallons of Bio-Solids Applied
4. \$18,830.61 We Energies – Street Lights 03/28/17 to 04/28/17
5. \$15,885.04 We Energies – Wastewater Plant 03/22/17 to 04/25/17

**RECOMMENDATION:**

Staff recommends that the Common Council accept and approve these Prepaid and Vouchers in the amount of \$293,444.14

**TIMING/IMPLEMENTATION:**

This item is scheduled for consideration at the May 16, 2017 Common Council meeting.

**ATTACHMENTS:**

Detail listing of Prepaid and Vouchers.

**For Council Approval May 16, 2017**

Prepaid:	04/28/17	\$	30,745.16
	05/05/17	\$	<u>115,507.17</u>
<b>Total Prepaid</b>		\$	146,252.33
Vouchers:	05/16/17	\$	147,191.81
<b>GRAND TOTAL</b>		\$	<u><u>293,444.14</u></u>

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
<b>100444411000</b>						
100-444411-000 COURT FINES & COSTS	ST OF WISC CONTROLLER'S O	ST OF WI CONTROLLER OFFICE MARCH	2017MARCH	04/13/2017	5,161.20	04/28/2017
Total 100444411000:					5,161.20	
<b>100454521001</b>						
100-454521-001 BOND FEES	Lake Geneva Police Department	Dobbs, Jesse R. - Case: 15-7355	15-7355	04/13/2017	86.20	04/28/2017
Total 100454521001:					86.20	
<b>100515132153</b>						
100-515132-153 ADMIN - EBC	EMPLOYEE BENEFITS CORPO	EBC ADMIN	1822348	04/15/2017	10.00	04/28/2017
Total 100515132153:					10.00	
<b>100515140330</b>						
100-515140-330 CLERK - TRAINING & TRAV	WMCA	WMCA DISTRICT MEETING - HALBACH	042417	04/24/2017	37.00	04/28/2017
100-515140-330 CLERK - TRAINING & TRAV	WMCA	WMCA DISTRICT MEETING - SOLOFRA	042417	04/24/2017	37.00	04/28/2017
Total 100515140330:					74.00	
<b>100515141153</b>						
100-515141-153 FINANCE - EMPLOYEE BEN	EMPLOYEE BENEFITS CORPO	EBC FINANCE	1822348	04/15/2017	.63	04/28/2017
Total 100515141153:					.63	
<b>100525211153</b>						
100-525211-153 POLICE - EMP BENEFITS C	EMPLOYEE BENEFITS CORPO	EBC POLICE	1822348	04/15/2017	8.11	04/28/2017
Total 100525211153:					8.11	
<b>100525211220</b>						
100-525211-220 POLICE - UTILITY SERVICE	WE ENERGIES	1461-190-073	1461190073MAR17	03/27/2017	665.60	04/28/2017
100-525211-220 POLICE - UTILITY SERVICE	WE ENERGIES	5843-681-877	5843681877MAR17	03/28/2017	1,725.67	04/28/2017
Total 100525211220:					2,391.27	
<b>100525211225</b>						
100-525211-225 POLICE - TELEPHONE	BCN TELECOM, INC	PW200047 - Intoxilyzer Line	22226453	03/15/2017	77.10	04/28/2017
100-525211-225 POLICE - TELEPHONE	BCN TELECOM, INC	PW200047 - Intoxilyzer Line	22245917	04/15/2017	77.16	04/28/2017
Total 100525211225:					154.26	
<b>100525211533</b>						
100-525211-533 POLICE - COPY MACHINE R	JAMES IMAGING SYSTEMS, IN	TOSHIBA- 4555C	20447418	04/05/2017	426.00	04/28/2017
Total 100525211533:					426.00	
<b>100525220153</b>						
100-525220-153 FIRE - EMPLOYEE BENEFIT	EMPLOYEE BENEFITS CORPO	EBC FIRE	1822348	04/15/2017	12.50	04/28/2017
Total 100525220153:					12.50	
<b>100525220220</b>						
100-525220-220 FIRE - UTILITY SERVICES	WE ENERGIES	8403-026-057	8403026057APR17	04/23/2017	1,111.57	04/28/2017
Total 100525220220:					1,111.57	

Prepaid  
04-28-2017

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
<b>100525220298</b>						
100-525220-298 FIRE- CONTRACT SERVICE	Wisconsin Dept of Safety and	Renewal - Commercial Electrical Inspector Certificat	685733 2017	04/27/2017	40.00	04/28/2017
100-525220-298 FIRE- CONTRACT SERVICE	EMERGENCY SERVICE MARKE	Subscription Renewal	04/25/16	04/25/2016	810.00	04/28/2017
Total 100525220298:					850.00	
<b>100525220310</b>						
100-525220-310 FIRE - OFFICE SUPPLIES	BUBNER, TERRY	Reimbursement - Richters	04/13/17RICHTERS	04/13/2017	40.58	04/28/2017
Total 100525220310:					40.58	
<b>100525231157</b>						
100-525231-157 INSERVICE TRAINING	Wisconsin Dept of Safety and	Renewal - Electrical Contractor License	876789 2017	04/28/2017	200.00	04/28/2017
Total 100525231157:					200.00	
<b>100535321220</b>						
100-535321-220 STREETS - UTILITIES	WE ENERGIES	0688-843-174	0688843174MAR17	04/11/2017	363.47	04/28/2017
Total 100535321220:					363.47	
<b>100535321261</b>						
100-535321-261 STREETS - LIGHTING	WE ENERGIES	0088-492-988	0088492988MAR17	04/10/2017	43.82	04/28/2017
100-535321-261 STREETS - LIGHTING	WE ENERGIES	2019-198-266	2019198266APR17	04/11/2017	39.38	04/28/2017
100-535321-261 STREETS - LIGHTING	WE ENERGIES	3073-922-427	3073922427MAR17	04/10/2017	15.71	04/28/2017
100-535321-261 STREETS - LIGHTING	WE ENERGIES	3277-994-067	3277994067MAR17	04/10/2017	52.02	04/28/2017
100-535321-261 STREETS - LIGHTING	WE ENERGIES	5639-265-567	5639265567MAR17	04/10/2017	128.24	04/28/2017
100-535321-261 STREETS - LIGHTING	WE ENERGIES	6438-309-692	6438309692MAR17	04/12/2017	129.34	04/28/2017
100-535321-261 STREETS - LIGHTING	WE ENERGIES	6838-102-431	6838102431MAR17	04/11/2017	239.34	04/28/2017
Total 100535321261:					647.85	
<b>100535321310</b>						
100-535321-310 STREETS - OFF SUPP/POS	PETTY CASH - DPW	PETTY CASH DPW	04/20/17	04/20/2017	185.60	04/28/2017
Total 100535321310:					185.60	
<b>100535321330</b>						
100-535321-330 STREETS - TRAVEL	BERGLES, JAMES	Reimbursement: mileage	040417	04/27/2017	45.36	04/28/2017
Total 100535321330:					45.36	
<b>10055551220</b>						
100-555551-220 PARKS - UTILITIES	WE ENERGIES	0235-568-359	0235568359MAR17	04/10/2017	139.42	04/28/2017
100-555551-220 PARKS - UTILITIES	WE ENERGIES	1486-453-053	1486453053MAR17	04/11/2017	18.16	04/28/2017
100-555551-220 PARKS - UTILITIES	WE ENERGIES	2625-548-774	2625548774MAR17	04/10/2017	56.32	04/28/2017
100-555551-220 PARKS - UTILITIES	WE ENERGIES	2672-334-997	2672334997MAR17	04/10/2017	171.70	04/28/2017
100-555551-220 PARKS - UTILITIES	WE ENERGIES	4484-977-713	4484977713APR17	04/10/2017	68.55	04/28/2017
100-555551-220 PARKS - UTILITIES	WE ENERGIES	5200-062-983	5200062983MAR17	04/10/2017	15.71	04/28/2017
100-555551-220 PARKS - UTILITIES	WE ENERGIES	5276-292-324	5276292324MAR17	04/10/2017	20.55	04/28/2017
100-555551-220 PARKS - UTILITIES	WE ENERGIES	7060-825-262	7060825262MAR17	04/10/2017	37.22	04/28/2017
Total 10055551220:					527.63	
<b>100565639399</b>						
100-565639-399 ECONOMIC DEVELOPMENT	BURLINGTON AREA CHAMBER	1st qtr 2017 Room Tax	2017 1ST ROOM T	04/24/2017	7,106.40	04/28/2017
100-565639-399 ECONOMIC DEVELOPMENT	RA CO CONVENTION & VISTOR	1st qtr 2017 Room Tax	1ST QTR 2017	04/27/2017	7,106.40	04/28/2017

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
Total 100565639399:					14,212.80	
<b>25155551153</b>						
251-555511-153 EMPLOYEE BENEFITS	EMPLOYEE BENEFITS CORPO	EBC LIBRARY	1822348	04/15/2017	2.50	04/28/2017
Total 251555511153:					2.50	
<b>251555511345</b>						
251-555511-345 PROGRAMS	Berndt, Linda	Reimbursement - 2 Cases of candy bars	042417	04/24/2017	30.00	04/28/2017
Total 251555511345:					30.00	
<b>467535320500</b>						
467-535320-500 CONSERVATION AND DEVE	MADEY, STEVE	HPC Facade Grant Reimbursement	2017	04/28/2017	3,025.00	04/28/2017
Total 467535320500:					3,025.00	
<b>501514900000</b>						
501-514900-000 ADMINISTRATIVE EXPENSE	DIRECTPATH	Monthly fee for Advocacy Serv	34279	04/24/2017	180.00	04/28/2017
Total 501514900000:					180.00	
<b>621575740153</b>						
621-575740-153 EMPLOYEE BENEFITS	EMPLOYEE BENEFITS CORPO	EBC WWTP	1822348	04/15/2017	12.50	04/28/2017
Total 621575740153:					12.50	
<b>621575740220</b>						
621-575740-220 WWTP-ELECTRIC	WE ENERGIES	7672-906-685	7672906685MAR17	04/11/2017	319.22	04/28/2017
621-575740-220 WWTP-ELECTRIC	WE ENERGIES	8098-971-449	8098971449APR17	04/12/2017	34.67	04/28/2017
Total 621575740220:					353.89	
<b>621575740225</b>						
621-575740-225 TELEPHONE	TDS	TDS WWTP 262-539-3646	262-539-3646 04/17	04/19/2017	198.84	04/28/2017
Total 621575740225:					198.84	
<b>621575740242</b>						
621-575740-242 REPAIR, MAINTENANCE VE	AMAZON.COM/GE MONEY	60457 8781 045088 8 - Strobe Light	128620339883	03/20/2017	49.95	04/28/2017
Total 621575740242:					49.95	
<b>621575740310</b>						
621-575740-310 OFFICE SUPPLIES, POSTA	TIME WARNER CABLE-MILW	Time Warner WWTP Acct # 702658601	702658601 04/17	04/17/2017	124.94	04/28/2017
Total 621575740310:					124.94	
<b>622506250000</b>						
622-506250-000 MAINTENANCE-SUPPLIES	RUNDLE-SPENCE	Rundle-Spence - PVC	S2561811.001	04/11/2017	27.24	04/28/2017
622-506250-000 MAINTENANCE-SUPPLIES	RUNDLE-SPENCE	Rundle-Spence - PVC	S2561811.002	04/14/2017	158.56	04/28/2017
Total 622506250000:					185.80	
<b>622509210000</b>						
622-509210-000 OFFICE SUPPLY	AT & T	414 r24-8901 367 9	414R2489010417	04/10/2017	68.95	04/28/2017

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
Total 622509210000:					68.95	
<b>622509260153</b>						
622-509260-153 EMPLOYEE BENEFITS	EMPLOYEE BENEFITS CORPO	EBC WATER	1822348	04/15/2017	3.76	04/28/2017
Total 622509260153:					3.76	
Grand Totals:					30,745.16	

Dated: \_\_\_\_\_

Motion for Approval by: \_\_\_\_\_

Motion Seconded by: \_\_\_\_\_

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
<b>100243300</b>						
100-243300 DOG LICENSE FEE	RACINE CO CLERK	2015 Dog Expense Billing	2015 DOG	02/18/2016	203.98	05/05/2017
Total 100243300:					203.98	
<b>100444411000</b>						
100-444411-000 COURT FINES & COSTS	RACINE COUNTY TREASURER	Racine Co Jail Assessment	2017APRIL	05/02/2017	530.00	05/05/2017
100-444411-000 COURT FINES & COSTS	RACINE COUNTY TREASURER	Racine Co Surcharge	2017APRIL	05/02/2017	437.60	05/05/2017
100-444411-000 COURT FINES & COSTS	ST OF WISC CONTROLLER'S O	ST OF WI CONTROLLER OFFICE APRIL	2017APRIL	05/02/2017	2,367.47	05/05/2017
Total 100444411000:					3,335.07	
<b>100515132220</b>						
100-515132-220 ADMIN - UTILITIES	WE ENERGIES	5843-033-004 (split)	5843033004APR17	04/26/2017	347.93	05/05/2017
Total 100515132220:					347.93	
<b>100515132225</b>						
100-515132-225 ADMIN - TELEPHONE	AT & T	171-798-6300 001 (split)	1704566306	04/19/2017	358.69	05/05/2017
100-515132-225 ADMIN - TELEPHONE	VERIZON WIRELESS	Verizon: Acct 286396851-00001 (split)	9784474264	04/23/2017	98.82	05/05/2017
Total 100515132225:					457.51	
<b>100515132324</b>						
100-515132-324 ADMIN - MEMBERSHIP DUE	ICMA	ICMA MEMBERSHIP RENEWAL C. WALTERS	2017 WALTERS	05/04/2017	1,016.00	05/05/2017
Total 100515132324:					1,016.00	
<b>100515141220</b>						
100-515141-220 FINANCE - UTILITY SERVIC	WE ENERGIES	5843-033-004 (split)	5843033004APR17	04/26/2017	211.25	05/05/2017
Total 100515141220:					211.25	
<b>100515141225</b>						
100-515141-225 FINANCE - TELEPHONE	AT & T	171-798-6300 001 (split)	1704566306	04/19/2017	215.20	05/05/2017
100-515141-225 FINANCE - TELEPHONE	VERIZON WIRELESS	Verizon: Acct 286396851-00001 (split)	9784474264	04/23/2017	57.55	05/05/2017
Total 100515141225:					272.75	
<b>100515141330</b>						
100-515141-330 FINANCE - TRAVEL	DEQUAKER, STEVE	Per Diem Cash Advance Emmitsburg MD	050617	04/28/2017	118.00	05/05/2017
100-515141-330 FINANCE - TRAVEL	DEQUAKER, STEVE	Mileage Reimbursement	2017APRIL	04/28/2017	20.33	05/05/2017
Total 100515141330:					138.33	
<b>100525211225</b>						
100-525211-225 POLICE - TELEPHONE	AT & T	171-798-6300 001 (split)	1704566306	04/19/2017	573.90	05/05/2017
100-525211-225 POLICE - TELEPHONE	VERIZON WIRELESS	Verizon: Acct 286396851-00001 (split)	9784474264	04/23/2017	589.09	05/05/2017
Total 100525211225:					1,162.99	
<b>100525211240</b>						
100-525211-240 POLICE - FUEL, OIL	VOYAGER FLEET SYSTEMS IN	Voyager Acct. 869297630 Police Dept	869297630718	05/01/2017	1,991.52	05/05/2017
Total 100525211240:					1,991.52	
<b>100525220225</b>						
100-525220-225 FIRE - TELEPHONE	VERIZON WIRELESS	Verizon: Acct 286396851-00001 (split)	9784474264	04/23/2017	117.28	05/05/2017

Prepaid  
05-05-2017

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
Total 100525220225:					117.28	
<b>100525220240</b>						
100-525220-240	FIRE - FUEL, OIL, LUBRICA	VOYAGER FLEET SYSTEMS IN	Voyager Acct. 869297630 Fire Dept	869297630718	05/01/2017	518.35 05/05/2017
Total 100525220240:					518.35	
<b>100525231220</b>						
100-525231-220	BLDG INSP UTILITIES	WE ENERGIES	5843-033-004 (split)	5843033004APR17	04/26/2017	62.13 05/05/2017
Total 100525231220:					62.13	
<b>100525231225</b>						
100-525231-225	BLDG INSP - TELEPHONE	VERIZON WIRELESS	Verizon: Acct 286396851-00001 (split)	9784474264	04/23/2017	39.99 05/05/2017
Total 100525231225:					39.99	
<b>100525231372</b>						
100-525231-372	BLDG INSP - AUTO EXPENS	VOYAGER FLEET SYSTEMS IN	Voyager Acct. 869297630 Bldg Insp	869297630718	05/01/2017	23.95 05/05/2017
Total 100525231372:					23.95	
<b>100535321220</b>						
100-535321-220	STREETS - UTILITIES	WE ENERGIES	1638-891-345 (split)	1638891345APR17	04/26/2017	700.09 05/05/2017
100-535321-220	STREETS - UTILITIES	WE ENERGIES	8430-081-671 (split)	8430081671APR17	04/25/2017	152.05 05/05/2017
Total 100535321220:					852.14	
<b>100535321225</b>						
100-535321-225	STREETS - TELEPHONE	TDS	TDS DPW 262-539-3770 (SPLIT)	262-539-3770 04/17	04/19/2017	81.53 05/05/2017
100-535321-225	STREETS - TELEPHONE	VERIZON WIRELESS	Verizon: Acct 286396851-00001 (split)	9784474264	04/23/2017	79.46 05/05/2017
Total 100535321225:					160.99	
<b>100535321240</b>						
100-535321-240	STREETS - FUEL, OIL & LU	VOYAGER FLEET SYSTEMS IN	Voyager Acct. 869297630 Street Dept	869297630718	05/01/2017	917.47 05/05/2017
Total 100535321240:					917.47	
<b>100535321261</b>						
100-535321-261	STREETS - LIGHTING	WE ENERGIES	0455-414-409	0455414409APR17	04/19/2017	230.87 05/05/2017
100-535321-261	STREETS - LIGHTING	WE ENERGIES	0818-594-802	0818594802APR17	04/25/2017	16.25 05/05/2017
100-535321-261	STREETS - LIGHTING	WE ENERGIES	0819-473-268	0819473268APR17	04/26/2017	68.28 05/05/2017
100-535321-261	STREETS - LIGHTING	WE ENERGIES	0838-352-542	0838352542APR17	04/25/2017	30.11 05/05/2017
100-535321-261	STREETS - LIGHTING	WE ENERGIES	0850-628-152	0850628152APR17	04/24/2017	290.86 05/05/2017
100-535321-261	STREETS - LIGHTING	WE ENERGIES	2023-503-060	2023503060APR17	04/25/2017	153.55 05/05/2017
100-535321-261	STREETS - LIGHTING	WE ENERGIES	4404-149-064	4404149064APR17	04/20/2017	42.16 05/05/2017
100-535321-261	STREETS - LIGHTING	WE ENERGIES	4432-157-647	4432157647APR17	04/28/2017	18,830.61 05/05/2017
100-535321-261	STREETS - LIGHTING	WE ENERGIES	5043-084-318	5043084318APR17	04/24/2017	37.70 05/05/2017
100-535321-261	STREETS - LIGHTING	WE ENERGIES	5459-100-732	5459100732APR17	04/27/2017	260.23 05/05/2017
100-535321-261	STREETS - LIGHTING	WE ENERGIES	5465-979-181	5465979181APR17	04/23/2017	67.08 05/05/2017
100-535321-261	STREETS - LIGHTING	WE ENERGIES	5644-617-733	5644617733APR17	04/25/2017	132.17 05/05/2017
100-535321-261	STREETS - LIGHTING	WE ENERGIES	5695-147-539	5695147539APR17	04/26/2017	244.22 05/05/2017
100-535321-261	STREETS - LIGHTING	WE ENERGIES	6893-002-943	6893002943APR17	04/24/2017	17.33 05/05/2017
100-535321-261	STREETS - LIGHTING	WE ENERGIES	7245-068-041	7245068041APR17	04/26/2017	164.71 05/05/2017
100-535321-261	STREETS - LIGHTING	WE ENERGIES	7255-756-558	7255756558MAR17	04/23/2017	17.48 05/05/2017
100-535321-261	STREETS - LIGHTING	WE ENERGIES	7467-500-426	7467500426APR17	04/26/2017	239.35 05/05/2017
100-535321-261	STREETS - LIGHTING	WE ENERGIES	8499-073-119	8499073119APR17	04/26/2017	207.88 05/05/2017

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
100-535321-261 STREETS - LIGHTING	WE ENERGIES	9418-285-345	9418285345APR17	04/26/2017	97.35	05/05/2017
Total 100535321261:					21,148.19	
<b>100535321354</b>						
100-535321-354 STREETS-PARKNG STRUC	WE ENERGIES	7082-958-528	7082958528APR17	04/26/2017	449.49	05/05/2017
Total 100535321354:					449.49	
<b>100555551220</b>						
100-555551-220 PARKS - UTILITIES	WE ENERGIES	0435-566-939	0435566939MAR17	04/20/2017	39.77	05/05/2017
100-555551-220 PARKS - UTILITIES	WE ENERGIES	1269-762-568	1269762568APR17	04/26/2017	36.82	05/05/2017
100-555551-220 PARKS - UTILITIES	WE ENERGIES	1638-891-345 (split)	1638891345APR17	04/26/2017	350.04	05/05/2017
100-555551-220 PARKS - UTILITIES	WE ENERGIES	2428-946-714	2428946714APR17	04/26/2017	536.99	05/05/2017
100-555551-220 PARKS - UTILITIES	WE ENERGIES	3243-370-777	3243370777APR17	04/27/2017	36.69	05/05/2017
100-555551-220 PARKS - UTILITIES	WE ENERGIES	3698-542-543	3698542543APR17	04/27/2017	16.25	05/05/2017
100-555551-220 PARKS - UTILITIES	WE ENERGIES	6211-699-899	6211699899APR17	04/26/2017	43.29	05/05/2017
100-555551-220 PARKS - UTILITIES	WE ENERGIES	6419-916-677	6419916677APR17	04/27/2017	18.14	05/05/2017
100-555551-220 PARKS - UTILITIES	WE ENERGIES	6895-338-188	6895338188APR17	04/26/2017	94.79	05/05/2017
100-555551-220 PARKS - UTILITIES	WE ENERGIES	8430-081-671 (split)	8430081671APR17	04/25/2017	76.03	05/05/2017
Total 100555551220:					1,248.81	
<b>100555551225</b>						
100-555551-225 PARKS - TELEPHONE	TDS	TDS DPW 262-539-3770 (SPLIT)	262-539-3770 04/17	04/19/2017	40.76	05/05/2017
Total 100555551225:					40.76	
<b>100555551240</b>						
100-555551-240 PARKS - FUEL, OIL, LUBRIC	VOYAGER FLEET SYSTEMS IN	Voyager Acct. 869297630 Parks Dept	869297630718	05/01/2017	519.88	05/05/2017
Total 100555551240:					519.88	
<b>100555551242</b>						
100-555551-242 PARKS - REPAIR MAINT VE	JOHN DEERE FINANCIAL	Mid-State Equip. Parts for Mower	V72724	04/25/2017	185.50	05/05/2017
Total 100555551242:					185.50	
<b>100555551350</b>						
100-555551-350 PARKS - REPAIR/MTCE SUP	JOHN DEERE FINANCIAL	Mid-State Equip. Credit	V72736	04/25/2017	20.52-	05/05/2017
Total 100555551350:					20.52-	
<b>100575710297</b>						
100-575710-297 GARBAGE- CONTRACT SVC	JOHNS DISPOSAL SERVICE IN	CONTRACTED BILLING/RECYCLE	116899	04/25/2017	8,752.38	05/05/2017
100-575710-297 GARBAGE- CONTRACT SVC	JOHNS DISPOSAL SERVICE IN	Riverview Manor (split)	117637	04/28/2017	108.00	05/05/2017
Total 100575710297:					8,860.38	
<b>100575710298</b>						
100-575710-298 GARBAGE - CONTRACT SV	JOHNS DISPOSAL SERVICE IN	CONTRACTED BILLING/GARBAGE	116899	04/25/2017	30,553.18	05/05/2017
100-575710-298 GARBAGE - CONTRACT SV	JOHNS DISPOSAL SERVICE IN	Riverview Manor (split)	117637	04/28/2017	371.00	05/05/2017
Total 100575710298:					30,924.18	
<b>251555511220</b>						
251-555511-220 UTILITIES	WE ENERGIES	0810-148-657	0810148657APR17	04/27/2017	1,109.30	05/05/2017
251-555511-220 UTILITIES	WE ENERGIES	5852-857-487	5852857487APR17	04/26/2017	294.22	05/05/2017

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Total 251555511220:					1,403.52	
<b>251555511225</b>						
251-555511-225 TELEPHONE	AT & T	171-798-6300 001 (split)	1704566306	04/19/2017	286.95	05/05/2017
Total 251555511225:					286.95	
<b>251555511345</b>						
251-555511-345 PROGRAMS	BLACK POINT ESTATE	Presentation from Black Point Estate	05/04/17	05/04/2017	50.00	05/05/2017
Total 251555511345:					50.00	
<b>46555551804</b>						
465-555551-804 PARKS CAPITAL OUTLAY P	TCF EQUIPMENT FINANCE, INC	Mower Financing- Contrat # 008-0658807-300	5015119	04/15/2017	343.28	05/05/2017
Total 46555551804:					343.28	
<b>621575740220</b>						
621-575740-220 WWTP-ELECTRIC	WE ENERGIES	0225-428-357 (split)	0225428357APR17	05/01/2017	119.81	05/05/2017
621-575740-220 WWTP-ELECTRIC	WE ENERGIES	0469-455-267	0469455267APR17	04/19/2017	138.23	05/05/2017
621-575740-220 WWTP-ELECTRIC	WE ENERGIES	1887-026-576	1887026576APR17	04/25/2017	15,885.04	05/05/2017
621-575740-220 WWTP-ELECTRIC	WE ENERGIES	3602-583-285	3602583285APR17	04/20/2017	29.44	05/05/2017
621-575740-220 WWTP-ELECTRIC	WE ENERGIES	4847-248-215	4847248215APR17	04/25/2017	195.92	05/05/2017
621-575740-220 WWTP-ELECTRIC	WE ENERGIES	4897-650-087	4897650087APR17	04/25/2017	56.87	05/05/2017
621-575740-220 WWTP-ELECTRIC	WE ENERGIES	6212-377-525	6212377525APR17	04/26/2017	3,684.88	05/05/2017
Total 621575740220:					20,110.19	
<b>621575740222</b>						
621-575740-222 GAS	WE ENERGIES	0225-428-357 (split)	0225428357APR17	05/01/2017	11.15	05/05/2017
621-575740-222 GAS	WE ENERGIES	0862-239-067	0862239067APR17	04/25/2017	2,808.08	05/05/2017
621-575740-222 GAS	WE ENERGIES	2663-378-614	2663378614APR17	04/25/2017	183.44	05/05/2017
621-575740-222 GAS	WE ENERGIES	3646-902-199	3646902199APR17	04/25/2017	36.96	05/05/2017
Total 621575740222:					3,039.63	
<b>621575740225</b>						
621-575740-225 TELEPHONE	VERIZON WIRELESS	Verizon: Acct 286396851-00001 (split)	9784474264	04/23/2017	39.99	05/05/2017
Total 621575740225:					39.99	
<b>621575740240</b>						
621-575740-240 FUEL, OIL AND LUBRICANT	VOYAGER FLEET SYSTEMS IN	Voyager Acct. 869297630 WWTP	869297630718	05/01/2017	584.28	05/05/2017
Total 621575740240:					584.28	
<b>621575740310</b>						
621-575740-310 OFFICE SUPPLIES, POSTA	PETTY CASH WWTP	PETTY CASH WWTP WAL*MART	2017APRIL	04/30/2017	17.47	05/05/2017
621-575740-310 OFFICE SUPPLIES, POSTA	PETTY CASH WWTP	PETTY CASH WWTP BEST STAMPS	2017APRIL	04/30/2017	15.00	05/05/2017
621-575740-310 OFFICE SUPPLIES, POSTA	PETTY CASH WWTP	PETTY CASH WWTP POST OFFICE	2017APRIL	04/30/2017	70.00	05/05/2017
Total 621575740310:					102.47	
<b>622506220000</b>						
622-506220-000 POWER	WE ENERGIES	0882-547-355 (split)	0882547355APR17	04/25/2017	470.47	05/05/2017
622-506220-000 POWER	WE ENERGIES	3076-628-864	3076628864APR17	04/27/2017	2,816.07	05/05/2017
622-506220-000 POWER	WE ENERGIES	3267-293-366	3267293366APR17	04/25/2017	745.99	05/05/2017
622-506220-000 POWER	WE ENERGIES	3457-108-505	3457108505APR17	04/27/2017	4,536.23	05/05/2017

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
622-506220-000 POWER	WE ENERGIES	7255-465-187	7255465187APR17	04/25/2017	163.38	05/05/2017
622-506220-000 POWER	WE ENERGIES	8682-353-384 (split)	8682353384APR17	04/26/2017	3,929.18	05/05/2017
Total 622506220000:					12,661.32	
<b>622506230000</b>						
622-506230-000 SUPPLIES	WE ENERGIES	0882-547-355 (split)	0882547355APR17	04/25/2017	41.08	05/05/2017
622-506230-000 SUPPLIES	WE ENERGIES	1438-804-919	1438804919APR17	04/27/2017	10.49	05/05/2017
622-506230-000 SUPPLIES	WE ENERGIES	6499-874-589	6499874589APR17	04/25/2017	25.19	05/05/2017
622-506230-000 SUPPLIES	WE ENERGIES	8682-353-384 (split)	8682353384APR17	04/26/2017	32.31	05/05/2017
622-506230-000 SUPPLIES	WE ENERGIES	9259-879-303	9259879303APR17	04/26/2017	9.90	05/05/2017
Total 622506230000:					118.97	
<b>622509210000</b>						
622-509210-000 OFFICE SUPPLY	TDS	TDS DPW 262-539-3770 (SPLIT)	262-539-3770 04/17	04/19/2017	81.53	05/05/2017
622-509210-000 OFFICE SUPPLY	TIME WARNER CABLE-MILW	Time Warner Water Acct # 700401601	700401601 05/17	05/02/2017	73.96	05/05/2017
Total 622509210000:					155.49	
<b>622509330000</b>						
622-509330-000 TRANSPORTATION-SUPPLI	VOYAGER FLEET SYSTEMS IN	Voyager Acct. 869297630 Water Dept	869297630718	05/01/2017	435.41	05/05/2017
Total 622509330000:					435.41	
<b>622509350000</b>						
622-509350-000 GENERAL PLANT-SUPPLIE	WE ENERGIES	1638-891-345 (split)	1638891345APR17	04/26/2017	700.09	05/05/2017
622-509350-000 GENERAL PLANT-SUPPLIE	WE ENERGIES	8430-081-671 (split)	8430081671APR17	04/25/2017	152.05	05/05/2017
Total 622509350000:					852.14	
<b>623575740225</b>						
623-575740-225 TELEPHONE	AT & T	262 757 0907 307 4	26275709070417	04/25/2017	112.03	05/05/2017
Total 623575740225:					112.03	
<b>875232000</b>						
875-232000 MUNICIPAL COURT DEP	LANG, ADAM	refund of cutation C483013-6	C483013-6	05/02/2017	25.20	05/05/2017
Total 875232000:					25.20	
Grand Totals:					115,507.17	

Dated: \_\_\_\_\_

Motion for Approval by: \_\_\_\_\_

Motion Seconded by: \_\_\_\_\_

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
<b>100424246000</b>						
100-424246-000 STATE FORESTRY GRANT	ARBOR VISTA NURSERY	ARBOR VISTA NURSERY PLANTINGS DPW	29819	04/21/2017	1,521.00	
Total 100424246000:					1,521.00	
<b>100515111298</b>						
100-515111-298 COUNCIL - CONTRACT SER	SWAGIT PRODUCTIONS, LLC	Video Streaming Services: Apr. 2017	8867	04/30/2017	645.00	
Total 100515111298:					645.00	
<b>100515111310</b>						
100-515111-310 CITY COUNCIL - OFF SUP-P	BEST STAMPS	engraved name plate	355435	05/01/2017	23.00	
100-515111-310 CITY COUNCIL - OFF SUP-P	BURLINGTON GLASS, INC.	Plaque	170891	04/28/2017	69.95	
Total 100515111310:					92.95	
<b>100515111399</b>						
100-515111-399 CITY COUNCIL - PUBLICATI	SOUTHERN LAKES NEWSPAPE	Legal - BOR	279378	04/27/2017	17.99	
Total 100515111399:					17.99	
<b>100515121310</b>						
100-515121-310 MUNI COURT - OFFICE SUP	SHRED-IT USA LLC	Muni Court - Shredding	8122208418	04/22/2017	26.37	
Total 100515121310:					26.37	
<b>100515121344</b>						
100-515121-344 MUNI COURT - JANITOR SU	ELKHORN CHEMICAL & PACKA	Muni Janitor Supplies	586875	04/21/2017	9.78	
Total 100515121344:					9.78	
<b>100515131800</b>						
100-515131-800 MAYOR-OUTLAY	PSG Solutions LLC	Joint Facility Job 10-242	01-2217	03/23/2017	950.00	
100-515131-800 MAYOR-OUTLAY	PSG Solutions LLC	Joint Facility Job 10-242	01-2221	04/30/2017	847.62	
Total 100515131800:					1,797.62	
<b>100515132298</b>						
100-515132-298 ADMIN - CONTRACT SERVI	Safebuilt, LLC	Code Enforcement Services	0031420-IN	04/30/2017	385.00	
Total 100515132298:					385.00	
<b>100515132310</b>						
100-515132-310 ADMIN - OFF SUPP-POSTA	ALSCO	ALSCO DPW (split) Customer # 074780	IMIL1194112	04/19/2017	2.97	
100-515132-310 ADMIN - OFF SUPP-POSTA	ALSCO	ALSCO DPW (split) Customer # 074780	IMIL1196500	04/26/2017	2.97	
100-515132-310 ADMIN - OFF SUPP-POSTA	ALSCO	ALSCO DPW (split) Customer # 074780	IMIL1198944	05/03/2017	2.97	
100-515132-310 ADMIN - OFF SUPP-POSTA	Office Copying Equipment, LTD	Sharp MX-5070N (split)	AR25367	04/30/2017	179.42	
100-515132-310 ADMIN - OFF SUPP-POSTA	SHRED-IT USA LLC	Admin - Shredding	8122208418	04/22/2017	26.37	
Total 100515132310:					214.70	
<b>100515132344</b>						
100-515132-344 ADMIN - JANITOR SUPPLIE	ELKHORN CHEMICAL & PACKA	Admin Janitor Supplies	586875	04/21/2017	115.37	
Total 100515132344:					115.37	
<b>100515132399</b>						
100-515132-399 ADMIN - SUNDRY EXPENSE	RICHTER'S MARKETPLACE	Richter's Marketplace - City Hall	04/27/17CH	04/27/2017	5.85	
100-515132-399 ADMIN - SUNDRY EXPENSE	RICHTER'S MARKETPLACE	Richter's Marketplace - City Hall	05/09/17CH	05/09/2017	5.85	

Vouchers  
05-16-2016

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
Total 100515132399:					11.70	
<b>100515140310</b>						
100-515140-310 CLERK - OFFICE SUPPLIES	SHRED-IT USA LLC	Clerk - Shredding	8122208418	04/22/2017	26.35	
Total 100515140310:					26.35	
<b>100515140399</b>						
100-515140-399 GENERAL CODE & MISC PU	GENERAL CODE	Laserfiche SW Assurance Plan	CMS0020274	05/01/2017	1,412.00	
Total 100515140399:					1,412.00	
<b>100515141310</b>						
100-515141-310 FINANCE - OFFICE SUPP/P	Office Copying Equipment, LTD	Sharp MX-500IN	AR25367	04/30/2017	18.93	
100-515141-310 FINANCE - OFFICE SUPP/P	SHRED-IT USA LLC	Finance - Shredding	8122208418	04/22/2017	26.37	
Total 100515141310:					45.30	
<b>100515141344</b>						
100-515141-344 FINANCE - JANITOR SUPPLI	ELKHORN CHEMICAL & PACKA	Finance Janitor Supplies	586875	04/21/2017	60.62	
100-515141-344 FINANCE - JANITOR SUPPLI	ELKHORN CHEMICAL & PACKA	Clerk Janitor Supplies	586875	04/21/2017	9.78	
Total 100515141344:					70.40	
<b>100515142310</b>						
100-515142-310 ELECTIONS - OPERATION S	Office Copying Equipment, LTD	Sharp MX-5070N (split)	AR25367	04/30/2017	10.00	
Total 100515142310:					10.00	
<b>100515161220</b>						
100-515161-220 ATTORNEY - CONTRACT	BJELAJAC, JOHN M	Sale of Property to Burlington Core	14100-047D 6	04/28/2017	150.00	
100-515161-220 ATTORNEY - CONTRACT	BJELAJAC, JOHN M	Veolia Contract	15100-029D 26	04/28/2017	15.00	
100-515161-220 ATTORNEY - CONTRACT	BJELAJAC, JOHN M	Aldermanic Elections	15100-079D 6	04/28/2017	225.00	
100-515161-220 ATTORNEY - CONTRACT	BJELAJAC, JOHN M	Nestle Noise Concerns	16100-095D 1	04/25/2017	45.00	
100-515161-220 ATTORNEY - CONTRACT	BJELAJAC, JOHN M	New City Hall	16100-101D 4	04/28/2017	255.00	
100-515161-220 ATTORNEY - CONTRACT	BJELAJAC, JOHN M	General File - 2017	17100-000D 4	04/28/2017	1,200.00	
100-515161-220 ATTORNEY - CONTRACT	BJELAJAC, JOHN M	Special Assessment Project: Pine Street	17100-002D 4	04/28/2017	390.00	
100-515161-220 ATTORNEY - CONTRACT	BJELAJAC, JOHN M	Purchase of Knight of Columbus Building	17100-021D 3	04/28/2017	270.00	
100-515161-220 ATTORNEY - CONTRACT	BJELAJAC, JOHN M	Pool Management Contract: Scherrer Construction	17100-030D 1	04/28/2017	1,050.00	
100-515161-220 ATTORNEY - CONTRACT	BJELAJAC, JOHN M	Purchase of 233 N Main St., Burlington	17100-031D 2	04/28/2017	360.00	
Total 100515161220:					3,960.00	
<b>100515161272</b>						
100-515161-272 ATTORNEY - MUNICIPAL C	BJELAJAC, JOHN M	Municipal Court General File - 2017	17100-099D 4	04/28/2017	5,580.00	
Total 100515161272:					5,580.00	
<b>100515161298</b>						
100-515161-298 ATTORNEY - CONTRACT S	VONBRIESEN & ROPER, S.C.	VON BRIESEN & PURTELL LABOR & EMPLOYME	10943	04/11/2017	2,229.50	
Total 100515161298:					2,229.50	
<b>100525211310</b>						
100-525211-310 POLICE - OFF SUPP-POSTA	COMPLETE OFFICE OF WISCO	TONER	793855	04/07/2017	345.91	
Total 100525211310:					345.91	

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
<b>100525220157</b>						
100-525220-157	FIRE - INSERVICE TRAININ	KMCC - EMS	BLS Instructor Course Roster Processing	011617	04/14/2017	12.00
Total 100525220157:						12.00
<b>100525220242</b>						
100-525220-242	FIRE - REPAIR & MAINT VE	REINEMANS, INC.	Quaker 10W30 Oil	122751	05/02/2017	10.77
Total 100525220242:						10.77
<b>100525220244</b>						
100-525220-244	FIRE - REPAIR MAINT EQUI	BURLINGTON GLASS, INC.	Burlington Glass - 1/8" plex	171184	04/17/2017	51.00
Total 100525220244:						51.00
<b>100525220246</b>						
100-525220-246	FIRE - REPAIR MAINT OFFI	MENARDS	Acct # 32120264 - Fire House Supplies	31949	04/25/2017	36.43
Total 100525220246:						36.43
<b>100525220248</b>						
100-525220-248	FIRE - REPAIR MAINT BLDG	MENARDS	Acct # 32120264 - Fire House Supplies	32611	05/03/2017	4.98
100-525220-248	FIRE - REPAIR MAINT BLDG	REINEMANS, INC.	Supplies	122470	04/27/2017	1.59
Total 100525220248:						6.57
<b>100525220310</b>						
100-525220-310	FIRE - OFFICE SUPPLIES	Office Copying Equipment, LTD	Sharp MX-5070N (split)	AR25367	04/30/2017	26.00
Total 100525220310:						26.00
<b>100525231310</b>						
100-525231-310	BLDG INSP - OPERATING S	Office Copying Equipment, LTD	Sharp MX-5070N (split)	AR25367	04/30/2017	14.00
Total 100525231310:						14.00
<b>100535321159</b>						
100-535321-159	STREETS - CLOTHING ALL	ALSCO	ALSCO DPW (split) Customer # 074780	IMIL1194112	04/19/2017	141.83
100-535321-159	STREETS - CLOTHING ALL	ALSCO	ALSCO DPW (split) Customer # 074780	IMIL1196500	04/26/2017	70.94
100-535321-159	STREETS - CLOTHING ALL	ALSCO	ALSCO DPW (split) Customer # 074780	IMIL1198944	05/03/2017	70.94
100-535321-159	STREETS - CLOTHING ALL	ALLIED SAFETY PRODUCTS, LL	Hi-Vis Green Black Synthetic Palm	7455	04/14/2017	66.00
Total 100535321159:						349.71
<b>100535321242</b>						
100-535321-242	STREETS - REP MAINT VE	HUMPHREY SERVICE & PARTS,	Stock	1143132	04/26/2017	92.20
100-535321-242	STREETS - REP MAINT VE	MOTOR PARTS COMPANY, LLC	Unit 511 - PARTS	288961	04/27/2017	13.50
100-535321-242	STREETS - REP MAINT VE	JX ENTERPRISES INC	JX Peterbilt - Parts Unit 519	2-271140095	04/24/2017	97.83
Total 100535321242:						203.53
<b>100535321248</b>						
100-535321-248	STREETS REP & MAINT BL	ALSCO	ALSCO DPW (split) Customer # 074781	IMIL1194113	04/19/2017	12.05
100-535321-248	STREETS REP & MAINT BL	ALSCO	ALSCO DPW (split) Customer # 074781	IMIL1198945	05/03/2017	12.05
Total 100535321248:						24.10
<b>100535321249</b>						
100-535321-249	STREETS REP & MAINT GR	NELSON ELECTRIC SUPPLY	Lamp Metal Halide	S0824493.001	04/05/2017	183.11

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
Total 100535321249:					183.11	
<b>100535321298</b>						
100-535321-298	STREETS - CONTRACT SER	ASPHALT CONTRACTORS, INC	CRUSHED ASPHALT	217022	04/13/2017	47.52
100-535321-298	STREETS - CONTRACT SER	TAPCO	TAPCO DPW SUPPLIES	SO540451	04/05/2017	700.20
100-535321-298	STREETS - CONTRACT SER	WANASEK CORPORATION	Truck Sweeper	7119	04/11/2017	7,172.08
100-535321-298	STREETS - CONTRACT SER	RICHTER'S MARKETPLACE	Bakery	04/13/17DPW	04/13/2017	29.97
100-535321-298	STREETS - CONTRACT SER	KAPUR & ASSOCIATES, INC.	16.0385.01 KW Precast Spring Valley Entrance	89475	12/12/2016	654.00
100-535321-298	STREETS - CONTRACT SER	DONERITE JANITORIAL SERV I	DoneRite Janitorial Cleaning for DPW (split)	2995	04/18/2017	360.00
100-535321-298	STREETS - CONTRACT SER	FISCHER SERVICE & REPAIRS,	safety check on yard compactor & tipper	2017-3040	04/25/2017	400.00
Total 100535321298:					9,363.77	
<b>100535321310</b>						
100-535321-310	STREETS - OFF SUPP/POS	COMPLETE OFFICE OF WISCO	Label's	807637	04/28/2017	16.48
Total 100535321310:					16.48	
<b>100535321350</b>						
100-535321-350	STREETS - REP MAINT SUP	CULLIGAN OF BURLINGTON	CULLIGAN DPW ACCT # 19385673 (split)	168117	04/24/2017	21.60
100-535321-350	STREETS - REP MAINT SUP	ELKHORN CHEMICAL & PACKA	Janitor Supplies	587022	04/25/2017	36.65
100-535321-350	STREETS - REP MAINT SUP	HUMPHREY SERVICE & PARTS,	AD-IS Gov/Kit	1142035	04/13/2017	90.76
100-535321-350	STREETS - REP MAINT SUP	HUMPHREY SERVICE & PARTS,	air filters	1142471	04/19/2017	44.64
100-535321-350	STREETS - REP MAINT SUP	OLSON TRAILER & BODY , L.L.	Rod & Yoke	72367C	04/21/2017	203.00
100-535321-350	STREETS - REP MAINT SUP	Kaestner Auto Electric Co	metal rake	252736	04/27/2017	55.98
Total 100535321350:					452.63	
<b>100535321351</b>						
100-535321-351	STREETS - MAINT CURB,G	CUSTOM TRUCK & EQUIPMENT	Yellow & White Magnet Mount	10152389	04/19/2017	186.96
Total 100535321351:					186.96	
<b>100545430298</b>						
100-545430-298	ANIMAL SHELTER	WISCONSIN HUMANE SOCIETY	ANIMAL SHELTER CONTRACT APR.	866	05/01/2017	348.08
Total 100545430298:					348.08	
<b>100555551159</b>						
100-555551-159	PARKS - CLOTHING	ALSCO	ALSCO DPW (split) Customer # 074780	IMIL1194112	04/19/2017	22.31
100-555551-159	PARKS - CLOTHING	ALSCO	ALSCO DPW (split) Customer # 074780	IMIL1196500	04/26/2017	18.81
100-555551-159	PARKS - CLOTHING	ALSCO	ALSCO DPW (split) Customer # 074780	IMIL1198944	05/03/2017	18.81
Total 100555551159:					59.93	
<b>100555551211</b>						
100-555551-211	PARKS - PHYSICALS	AURORA HEALTH CARE	Acct #600003826 Regner, Tyler	151501384	04/11/2017	96.00
100-555551-211	PARKS - PHYSICALS	AURORA HEALTH CARE	Acct #600003826 Lahodik, Samantha	151546566	04/13/2017	48.00
Total 100555551211:					144.00	
<b>100555551242</b>						
100-555551-242	PARKS - REPAIR MAINT VE	MENARDS	Menards Acct 32120266	31443	04/18/2017	151.96
Total 100555551242:					151.96	
<b>100555551245</b>						
100-555551-245	CEMETERY GROUNDS & M	MENARDS	Menards Acct 32120265	31936	04/25/2017	71.83

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
Total 10055551245:					71.83	
<b>10055551248</b>						
100-555551-248	PARKS - REPAIR MAINT BL	ALSCO	ALSCO DPW (split) Customer # 074781	IMIL1194113	04/19/2017	6.03
100-555551-248	PARKS - REPAIR MAINT BL	ALSCO	ALSCO DPW (split) Customer # 074781	IMIL1198945	05/03/2017	6.03
Total 10055551248:					12.06	
<b>10055551298</b>						
100-555551-298	PARKS - OUTSIDE SERVICE	PATS SERVICES, INC	PATS SANITARY RENTAL ECHO PARK	A-140193	04/12/2017	90.00
100-555551-298	PARKS - OUTSIDE SERVICE	PATS SERVICES, INC	PATS SANITARY RENTAL BUSHNELL PARK	A-140501	04/19/2017	90.00
100-555551-298	PARKS - OUTSIDE SERVICE	PATS SERVICES, INC	Beaumont Field	A-140663	04/21/2017	90.00
100-555551-298	PARKS - OUTSIDE SERVICE	PATS SERVICES, INC	PATS SANITARY COMPOST SITE	A-140683	04/21/2017	90.00
100-555551-298	PARKS - OUTSIDE SERVICE	PATS SERVICES, INC	CITY OF BURLINGTON DOG PARK	A-140912	04/28/2017	80.00
100-555551-298	PARKS - OUTSIDE SERVICE	REINDERS INC	custom seed mix	983807-01	04/24/2017	646.88
100-555551-298	PARKS - OUTSIDE SERVICE	SOUTHERN LAKES NEWSPAPE	Part Time Park Attendants	274829*	04/05/2017	414.00
100-555551-298	PARKS - OUTSIDE SERVICE	DONERITE JANITORIAL SERV I	DoneRite Janitorial Cleaning for DPW (split)	2995	04/18/2017	180.00
Total 10055551298:					1,680.88	
<b>10055551350</b>						
100-555551-350	PARKS - REPAIR/MTCE SUP	CULLIGAN OF BURLINGTON	CULLIGAN DPW ACCT # 19385673 (split)	168117	04/24/2017	10.80
100-555551-350	PARKS - REPAIR/MTCE SUP	MENARDS	River Walk - lighting	30464	04/05/2017	104.95
100-555551-350	PARKS - REPAIR/MTCE SUP	MOTOR PARTS COMPANY, LLC	Parks Sprayer - Parts	288885	04/26/2017	117.37
100-555551-350	PARKS - REPAIR/MTCE SUP	MOTOR PARTS COMPANY, LLC	credit	288888	04/26/2017	18.00
100-555551-350	PARKS - REPAIR/MTCE SUP	MOTOR PARTS COMPANY, LLC	air filter	289044	04/28/2017	9.56
100-555551-350	PARKS - REPAIR/MTCE SUP	REINDERS INC	cylindar gas	1679356-00	04/13/2017	132.76
100-555551-350	PARKS - REPAIR/MTCE SUP	REINDERS INC	switch	1680385-00	04/18/2017	119.51
100-555551-350	PARKS - REPAIR/MTCE SUP	REINDERS INC	REINDERS PARKS	983807-00	04/17/2017	1,547.16
100-555551-350	PARKS - REPAIR/MTCE SUP	REINDERS INC	neutralize dry 2lb btl	984050-00	04/17/2017	22.66
100-555551-350	PARKS - REPAIR/MTCE SUP	REINEMANS, INC.	Cable Tie	121467	04/11/2017	32.69
100-555551-350	PARKS - REPAIR/MTCE SUP	REINEMANS, INC.	credit	121483	04/11/2017	50.93
100-555551-350	PARKS - REPAIR/MTCE SUP	REINEMANS, INC.	deadbolt	121630	04/13/2017	19.99
100-555551-350	PARKS - REPAIR/MTCE SUP	REINEMANS, INC.	Supplies	121843	04/18/2017	33.27
100-555551-350	PARKS - REPAIR/MTCE SUP	REINEMANS, INC.	hardware	121983	04/20/2017	1.85
100-555551-350	PARKS - REPAIR/MTCE SUP	REINEMANS, INC.	Nyl Cord	167221	04/11/2017	355.00
100-555551-350	PARKS - REPAIR/MTCE SUP	Kaestner Auto Electric Co	supplies	252566	04/21/2017	30.00
Total 10055551350:					2,468.64	
<b>100565639399</b>						
100-565639-399	ECONOMIC DEVELOPMENT	RACINE CO ECONOMIC DEV. C	RCEDC 2ND QUARTER CONTRACT	2ND QTR 17	04/17/2017	10,600.00
Total 100565639399:					10,600.00	
<b>100565641298</b>						
100-565641-298	PLAN COMM - CONTRACT S	KAPUR & ASSOCIATES, INC.	17.0165.01 Lewis Street Wall	90535	04/21/2017	546.00
100-565641-298	PLAN COMM - CONTRACT S	KAPUR & ASSOCIATES, INC.	17.0095.01 Burlington 2017 Plan Review	90566	04/24/2017	654.00
100-565641-298	PLAN COMM - CONTRACT S	KAPUR & ASSOCIATES, INC.	17.0095.01 Burlington 2017 Plan Review	90568	04/24/2017	272.50
Total 100565641298:					1,472.50	
<b>100575710299</b>						
100-575710-299	GARBAGE- CNTRCT SVCS	KAPUR & ASSOCIATES, INC.	17.0115.01 Burlington Landfill 2017-2018	90599	04/25/2017	1,985.00
Total 100575710299:					1,985.00	

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
<b>46555551804</b>						
465-55551-804 PARKS CAPITAL OUTLAY P	GROVE OUTDOOR POWER LLC	two new mowers	7240	04/19/2017	19,258.00	
Total 46555551804:					19,258.00	
<b>470535321800</b>						
470-535321-800 Other Streets Projects	KAPUR & ASSOCIATES, INC.	17.0040.01 2017 Burlington Streets (split)	90530	04/21/2017	14,003.33	
Total 470535321800:					14,003.33	
<b>621181000</b>						
621-181000 CONSTRUCTION IN PROGRESS	KAPUR & ASSOCIATES, INC.	17.0040.01 2017 Burlington Streets (split)	90530	04/21/2017	11,825.03	
Total 621181000:					11,825.03	
<b>621575740159</b>						
621-575740-159 CLOTHING ALLOWANCE	ALSCO	ALSCO WWTP (split) Cust # 012230	IMIL1196502	04/26/2017	76.95	
621-575740-159 CLOTHING ALLOWANCE	ALSCO	ALSCO WWTP (split) Cust # 012230	IMIL1198947	05/03/2017	76.95	
Total 621575740159:					153.90	
<b>621575740242</b>						
621-575740-242 REPAIR,MAINTENANCE VE	HUMPHREY SERVICE & PARTS,	air filter	1142368	04/18/2017	154.14	
621-575740-242 REPAIR,MAINTENANCE VE	LOIS TIRE SHOP,INC.	tire repair	402461	04/26/2017	61.00	
Total 621575740242:					215.14	
<b>621575740244</b>						
621-575740-244 REPAIRS,MAINT EQUIPMEN	ALSCO	ALSCO WWTP (split) Cust # 012230	IMIL1196502	04/26/2017	14.91	
621-575740-244 REPAIRS,MAINT EQUIPMEN	ALSCO	ALSCO WWTP Cust # 012231 (split)	IMIL1196503	04/26/2017	128.38	
621-575740-244 REPAIRS,MAINT EQUIPMEN	ALSCO	ALSCO WWTP (split) Cust # 012230	IMIL1198947	05/03/2017	14.91	
621-575740-244 REPAIRS,MAINT EQUIPMEN	GRAINGER	GRAINGER WWTP SUPPLIES	9420759327	04/19/2017	237.75	
621-575740-244 REPAIRS,MAINT EQUIPMEN	VORPAGEL SERVICE INC.	Installed replacement Fireye Components	40712	04/17/2017	3,514.00	
621-575740-244 REPAIRS,MAINT EQUIPMEN	WELDERS SUPPLY COMPANY	WELDERS SUPPLY- WWTP	450096	04/28/2017	7.15	
621-575740-244 REPAIRS,MAINT EQUIPMEN	DONERITE JANITORIAL SERV I	Strip and refinish floors	3010	05/06/2017	1,384.60	
Total 621575740244:					5,301.70	
<b>621575740245</b>						
621-575740-245 GROUND IMPROVEMENTS	LOIS TIRE SHOP,INC.	tractor tires	402035	04/18/2017	193.98	
Total 621575740245:					193.98	
<b>621575740247</b>						
621-575740-247 WWTP-RESERVE PLANT RE	L.W. ALLEN, LLC.	Pump Repair	103294	04/24/2017	2,730.14	
Total 621575740247:					2,730.14	
<b>621575740249</b>						
621-575740-249 LABORATORY	ALSCO	ALSCO WWTP (split) Cust # 012230	IMIL1196502	04/26/2017	5.10	
621-575740-249 LABORATORY	ALSCO	ALSCO WWTP Cust # 012231 (split)	IMIL1196503	04/26/2017	82.39	
621-575740-249 LABORATORY	ALSCO	ALSCO WWTP (split) Cust # 012230	IMIL1198947	05/03/2017	5.10	
621-575740-249 LABORATORY	CULLIGAN OF BURLINGTON	deionization rental service	500X01939905	04/30/2017	42.25	
621-575740-249 LABORATORY	NCL OF WISCONSIN, INC	NCL Acct No. 6900 WWTP supplies	389198	04/28/2017	128.10	
621-575740-249 LABORATORY	QUILL CORPORATION	Printable flatback paper	6220322	04/21/2017	172.04	
Total 621575740249:					434.98	

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
<b>621575740253</b>						
621-575740-253 PHOSPHATE REMOVAL	KEMIRA WATER SOLUTIONS	KEMIRA WWTP PIX-201 BULK	9017542878	04/30/2017	2,249.22	
Total 621575740253:					2,249.22	
<b>621575740254</b>						
621-575740-254 SLUDGE REMOVAL	PATS SERVICES, INC	Pats Services - Bio-Solids Applied	760576	04/30/2017	18,900.00	
Total 621575740254:					18,900.00	
<b>621575740298</b>						
621-575740-298 CONTRACT SERVICE	BAXTER & WOODMAN, INC.	170146.30 Operational Evaluation & Study of Feasibl	0192053	04/20/2017	5,936.00	
Total 621575740298:					5,936.00	
<b>621575740310</b>						
621-575740-310 OFFICE SUPPLIES, POSTA	QUILL CORPORATION	QUILL CORP WWTP OFFICE SUPPLIES	6204373	04/21/2017	17.78	
621-575740-310 OFFICE SUPPLIES, POSTA	MINUTEMAN PRESS OF BURLI	Doorhangers	30769	04/28/2017	76.17	
Total 621575740310:					93.95	
<b>621575740359</b>						
621-575740-359 SANITARY SEWER REPAIR,	DIGGERS HOTLINE, INC	Diggers Hotline WWTP	170 4 42701	04/30/2017	117.45	
Total 621575740359:					117.45	
<b>622501070000</b>						
622-501070-000 WORK IN PROGRESS	KAPUR & ASSOCIATES, INC.	17.0040.01 2017 Burlington Streets (split)	90530	04/21/2017	5,290.14	
Total 622501070000:					5,290.14	
<b>622503460000</b>						
622-503460-000 METERS & LABOR	MIDWEST METER INC	M-70 cuft Orion Integral	0088703-IN	04/28/2017	165.00	
Total 622503460000:					165.00	
<b>622506230000</b>						
622-506230-000 SUPPLIES	WELDERS SUPPLY COMPANY	WELDERS SUPPLY- WATER DEPT	449283	04/27/2017	45.52	
Total 622506230000:					45.52	
<b>622506310000</b>						
622-506310-000 CHEMICALS	HAWKINS, INC	Chlorine & Tonkazorb	4068329	05/03/2017	4,370.00	
Total 622506310000:					4,370.00	
<b>622506510000</b>						
622-506510-000 MAINS, WATER BREAKS-SU	DIGGERS HOTLINE, INC	Diggers Hotline Water	170 4 42701	04/30/2017	117.45	
622-506510-000 MAINS, WATER BREAKS-SU	BLUETARP FINANCIAL	41411 29pc 1/2dr deep imp s	37736097	04/25/2017	101.46	
Total 622506510000:					218.91	
<b>622506520000</b>						
622-506520-000 SERVICE-SUPPLIES	HD SUPPLY WATERWORKS, LT	HD Supply - Water Dept	H008496	04/13/2017	600.58	
Total 622506520000:					600.58	
<b>622506530000</b>						
622-506530-000 METERS, REPAIRS & TESTI	BADGER METER, INC.	Beacon Monthly MBL Hosting Serv	80012149	04/29/2017	188.20	

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
Total 622506530000:					188.20	
<b>622509030000</b>						
622-509030-000 OFFICE SUPPLIES	ALSCO	ALSCO DPW - Water Customer #025570	IMIL1196501	04/26/2017	31.46	
622-509030-000 OFFICE SUPPLIES	ALSCO	ALSCO DPW - Water Customer #025570	IMIL1198946	05/03/2017	31.46	
Total 622509030000:					62.92	
<b>622509230000</b>						
622-509230-000 OUTSIDE SERVICES	BAXTER & WOODMAN, INC.	140318.60 Radium Compliance Construction Service	0192052	04/20/2017	4,000.00	
Total 622509230000:					4,000.00	
<b>622509300000</b>						
622-509300-000 MISCELLANEOUS-SUPPLIE	SOUTHERN LAKES NEWSPAPE	Hydrant Flushing	276294	04/19/2017	108.00	
622-509300-000 MISCELLANEOUS-SUPPLIE	SOUTHERN LAKES NEWSPAPE	Hydrant Flushing	276295	04/13/2017	47.40	
Total 622509300000:					155.40	
<b>622509350000</b>						
622-509350-000 GENERAL PLANT-SUPPLIE	ALSCO	ALSCO DPW (split) Customer # 074781	IMIL1194113	04/19/2017	12.05	
622-509350-000 GENERAL PLANT-SUPPLIE	ALSCO	ALSCO DPW (split) Customer # 074781	IMIL1198945	05/03/2017	12.05	
622-509350-000 GENERAL PLANT-SUPPLIE	CULLIGAN OF BURLINGTON	CULLIGAN DPW ACCT # 19385673 (split)	168117	04/24/2017	21.60	
622-509350-000 GENERAL PLANT-SUPPLIE	DONERITE JANITORIAL. SERV I	DoneRite Janitorial Cleaning for DPW (split)	2995	04/18/2017	360.00	
Total 622509350000:					405.70	
<b>623575740245</b>						
623-575740-245 REPAIR,MAINTENANCE GR	F & W LANDSCAPE SPEC.	F & W LANDSCAPE AIRPORT CUTTING	116	05/01/2017	1,200.00	
Total 623575740245:					1,200.00	
<b>623575740298</b>						
623-575740-298 CONTRACT SERVICES	BURLINGTON DEVELOPMENT	TIME WARNER	2017MAY	05/01/2017	183.00	
623-575740-298 CONTRACT SERVICES	BURLINGTON DEVELOPMENT	Pat's Sanitary Service	2017MAY	05/01/2017	35.97	
623-575740-298 CONTRACT SERVICES	BURLINGTON DEVELOPMENT	Outside Service - Cleaning	2017MAY	05/01/2017	120.42	
623-575740-298 CONTRACT SERVICES	BURLINGTON DEVELOPMENT	pest control services	2017MAY	05/01/2017	55.00	
Total 623575740298:					394.39	
<b>623575740310</b>						
623-575740-310 OPERATING SUPPLIES	BURLINGTON AIR CENTER INC.	50' Rope & GE32W 4' Mid Flu Tube Bulb	4222	04/26/2017	113.95	
623-575740-310 OPERATING SUPPLIES	BURLINGTON DEVELOPMENT	kitchen/hangar supplies	2017MAY	05/01/2017	119.40	
Total 623575740310:					233.35	
Grand Totals:					147,191.81	

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

Motion for Approval by: \_\_\_\_\_

Motion Seconded by: \_\_\_\_\_



**DATE:** May 16, 2017

**SUBJECT:** Licenses & Permits

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

**BACKGROUND/HISTORY:**

**1. Operator’s License Applications -**

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

The following individuals have applied for an Operator’s License in the City of Burlington:

See attached list

**2. Brickyard BBQ & Tavern LLC - Liquor License Application and Bill of Sale with Offer to Transfer a “Class B” Reserve Liquor License**

Per Wis. State Statute 125.04(12)(b)(4), Wayne and Margaret Schultz have agreed to sell the Brickyard BBQ & Tavern LLC to Jeremy Bauman contingent upon Council approval of the transfer of the “Class B” Reserve Liquor License.

Jeremy Bauman has submitted an application for said liquor license and Notice of Application has been published in the local newspaper. If approved, Mr. Bauman would commence ownership of the Brickyard BBQ & LLC as of June 1, 2017. A copy of the “Bill of Sale” is attached for your review.

**Wis. State Statute 125.04**

**(12) TRANSFER OF LICENSES AND PERMITS.**

**(b) *From person to person.***

- 4. If the business is sold or assigned, the license may be transferred to the successor owner or assignee at no charge, if:
  - a. He or she complies with the requirements applicable to original applicants; and
  - b. He or she is acceptable to the issuing authority and consent to the transfer is given by the issuing authority.

**BUDGET/FISCAL IMPACT:**

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

**RECOMMENDATION:**

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

**TIMING/IMPLEMENTATION:**

This item is scheduled for consideration at the May 16, 2017 Common Council meeting.

**ATTACHMENTS:**

2017 Operator License Renewals

Bill of Sale

## 2017 Operator's License Renewals - May 16, 2017 Council

Anderson	Ashley	Poffenberger	Sean
Arndt	Wendy	Richter	Krystal
Baer	Ashley	Richveis	Richard
Bayer	Darlene	Rottier	Holly
Blizard	Roberta	Schiller	Calla
Buss	Sarah	Selvage	Stefanie
Capetti-Lefebvre	Eva	Spencer	Janice
Casiano	Pascual	Spoerl	Linda
Chelsea	Tina	Steeple	Ethan
Clarey	Patti	Steffen	Wendy
Cole	Elena	Taff	Chantel
Downey	Erica	Thomas	Daniel
Erickson	Jesse	Thomas	Tricia
Escobar	Tasha	Torres Castro	Kenia
Franks	Sabrina	Varick	Joan
Freeman	Paul	Vekeroff	Daniel
Fuerstenau	Andrew	Washington	Kondirico
Gross	Susan	Weiler	Anthony
Guenther	Cheryl	Werner	Nancy
Hegeman	Margaret	Wiroll	Sydney
Herrera	Juan		
Horn	Rachel		
Kaur	Jatinder		
Kesting	Candise		
Klein	Steven		
Klunk	Sarah		
Koldeway	Rosalie		
Krueger	Ross		
Kulick	Christina		
Licht	Megan		
Ludtke	Elizabeth		
Maasch	Ann		
Machajewski	Alycia		
Madsen	Austin		
Manley	Laureen		
Matula	Mary		
McPherson	Rebecca		
Melahn	Kyle		
Meyer	Steven		
Meyer	Susan		
Michel	Laura		
Minnich	Reka		
Molle	Jennifer		
Nelson	Charis		
North	Eileen		
Pearce	Mary		

05/05/17

This serves as a bill of sale for the transfer of ownership of Burlington BBQ & Tavern LLC, officers of the LLC, Wayne and Margaret Schultz to Jeremy Bauman for the amount of \$0.

Burlington BBQ & Tavern, LLC, officers, Wayne and Margaret Schultz are responsible for any debt or legal issues up to the date of the real estate closing date of June 1, 2017. This responsibility includes any agreements or contracts that result in liabilities to the LLC. If anyone pursues Jeremy Bauman for any debts, obligations or liabilities that occur prior to June 1, 2017, Wayne and Margaret Schultz will indemnify and hold harmless Jeremy Bauman for any expenses or liabilities incurred in responding to the demands or actions.

They also agree to surrender the current liquor license contingent on it being acquired by Jeremy Bauman upon approval of the City of Burlington's Common Council. If Jeremy Bauman is not able to acquire the necessary Alcohol Beverage License necessary to operate the property at 207 N. Pine St. Burlington, WI 53105 for any reason, Jeremy Bauman will sell Burlington BBQ & Tavern, LLC back to Wayne and Margaret Schultz for the amount of \$0. Jeremy Bauman will be responsible for any debt or legal obligations between the dates of June 1, 2017 and the transfer back to Wayne and Margaret Schultz. Jeremy Bauman will indemnify and hold harmless Wayne and Margaret Schultz for any expenses or liabilities incurred in responding to the demands or actions.

Wayne Schultz 5-8-17  
Wayne Schultz Date

Margaret Schultz 5/8/17  
Margaret Schultz Date

Jeremy Bauman 05/05/17  
Jeremy Bauman Date



**DATE:** May 16, 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

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**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 16, 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

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**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 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:**

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:

\_\_\_\_\_  
Diahnn 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 28<sup>th</sup>, 2017.
2. Approval of construction contract anticipated May 16<sup>th</sup>, 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: \_\_\_\_\_





**DATE:** May 16, 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 was discussed 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:

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

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RESOLUTION NO. 2017-3

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**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.

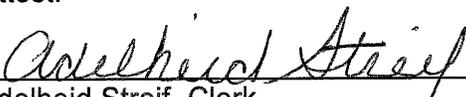
Introduced and adopted this 13<sup>th</sup> day of April, 2017, by the Town Board of the Town of Burlington, Racine County, Wisconsin.

TOWN OF BURLINGTON

By:

  
\_\_\_\_\_  
Ralph Rice, Town Chairman

Attest:

  
\_\_\_\_\_  
Adelheid Streif, Clerk



DATE: May 16, 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: Diahnn 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 was discussed 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:

\_\_\_\_\_  
Diahn 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](mailto:Wendy.Christensen@goracine.org)

Phone 262-636-3482

Fax 262-636-3491

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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.

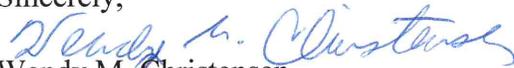
That cost includes the following per unit:

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

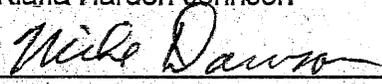
VOTE REQUIRED: 2/3 M.E.

Prepared by:
Corporation Counsel

Janet Bernberg, Chairman
Katherine Buske, Vice-Chairman
Melissa Kaprelian-Becker, Secretary
Thomas Roanhouse

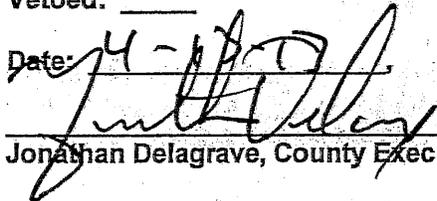
1 Resolution No. 2017-157  
2 Page Two

  
\_\_\_\_\_  
Scott Maier

\_\_\_\_\_  
Kiana Harden-Johnson  
  
\_\_\_\_\_  
Mike Dawson

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 Jonathan Delagrave, County Executive  
19  
20  
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.

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
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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

**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: \_\_\_\_\_



**DATE:** May 16, 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

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**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 was for discussed at the May 2, 2017 Committee of the Whole meeting and scheduled for final consideration at tonight's Common Council meeting.

**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

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Jeannie Hefty, Mayor

Attest:

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Diahnn Halbach, City Clerk

**CERTIFIED SURVEY MAP NO. \_\_\_\_\_.**

BEING A PART OF THE NORTHEAST 1/4 AND 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:**

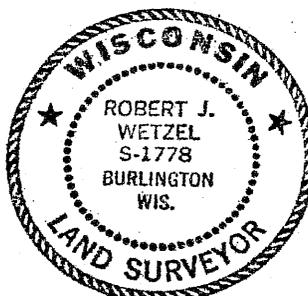
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**SURVEYOR'S CERTIFICATE:**

I, ROBERT J. WETZEL, DO HEREBY CERTIFY THAT AT THE DIRECTION OF TIMOTHY P. AND JOAN M. WARREN, I HAVE SURVEYED THE LAND DESCRIBED HEREON AND THAT THE MAP SHOWN IS A CORRECT REPRESENTATION OF ALL LOT LINES AND THAT I HAVE FULLY COMPLIED WITH CHAPTER 236.34 OF THE WISCONSIN STATUTES, TOWN OF BURLINGTON LAND DIVISION ORDINANCE AND THE CITY OF BURLINGTON SUBDIVISION OF LAND ORDINANCE.

DATED THIS 17TH DAY OF MARCH, 2017

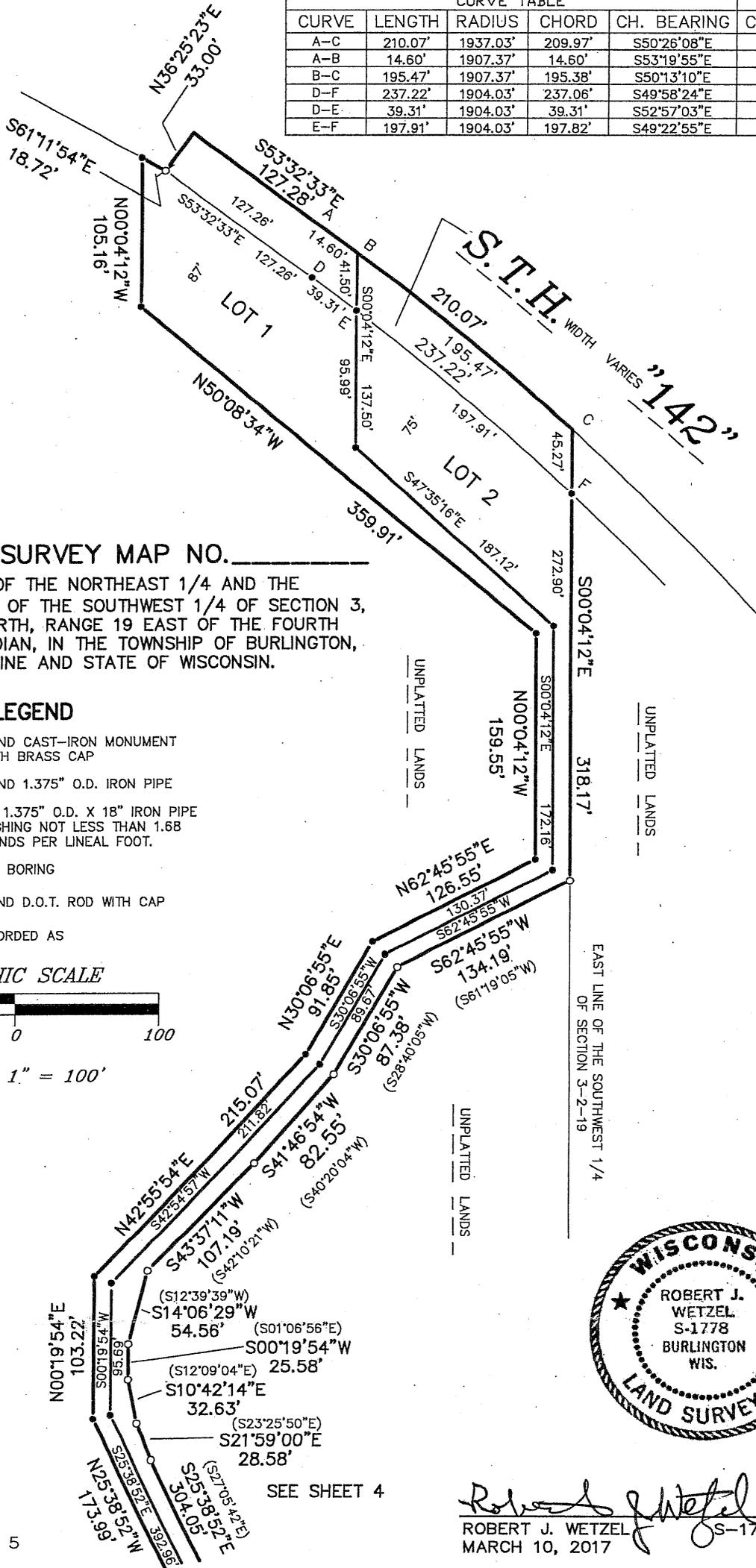
  
ROBERT J. WETZEL S-1778



SHEET 1 OF 5



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'	S52°57'03"E	01°10'58"
E-F	197.91'	1904.03'	197.82'	S49°22'55"E	05°57'20"

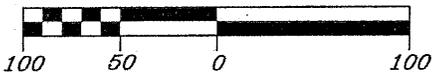


CERTIFIED SURVEY MAP NO. \_\_\_\_\_  
 BEING A PART OF THE NORTHEAST 1/4 AND THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 2 NORTH, RANGE 19 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF BURLINGTON, COUNTY OF RACINE AND STATE OF WISCONSIN.

**LEGEND**

- ⊕ 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" = 100'

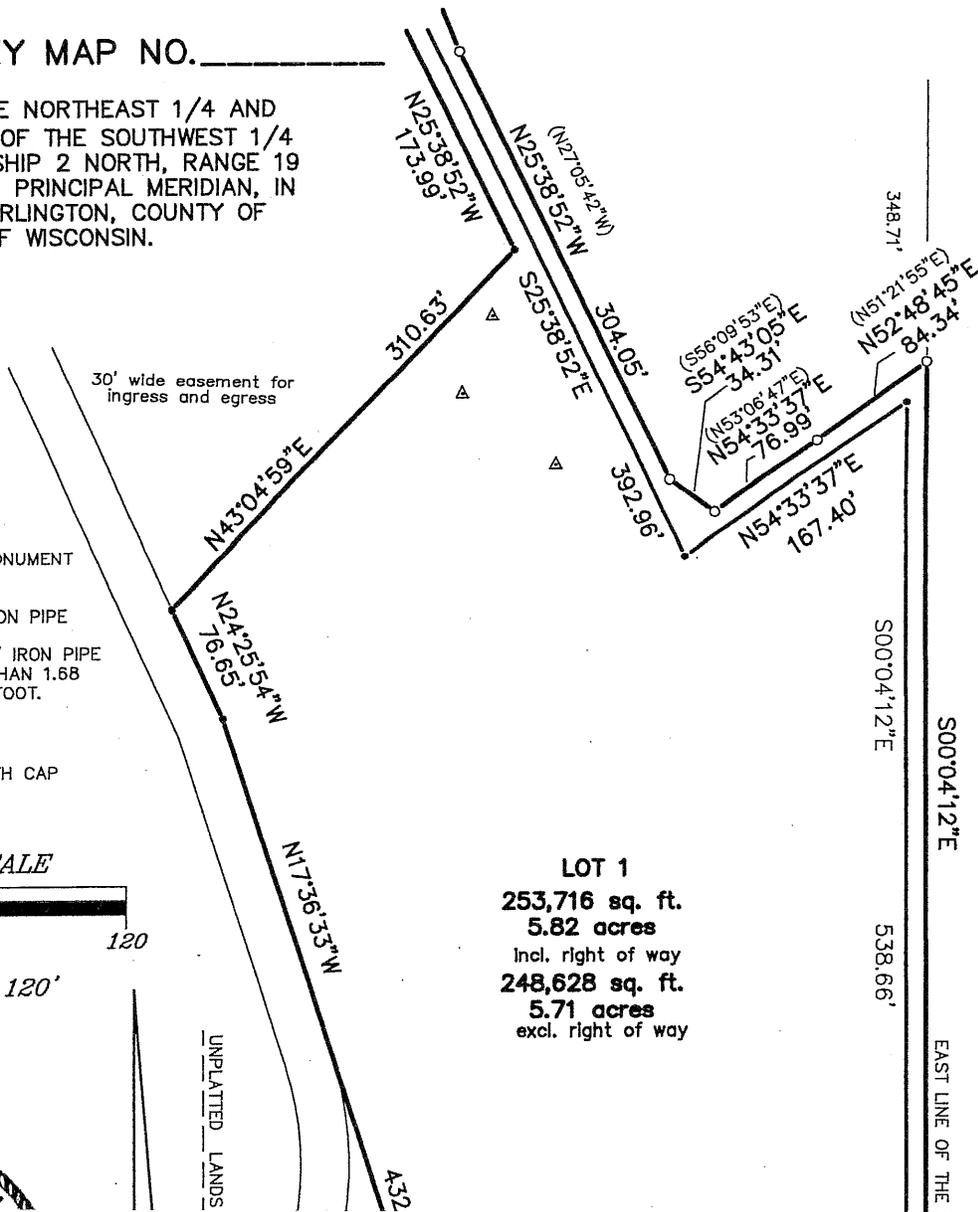


*Robert J. Wetzel*  
 ROBERT J. WETZEL S-1778  
 MARCH 10, 2017

SEE SHEET 4

CERTIFIED SURVEY MAP NO. \_\_\_\_\_

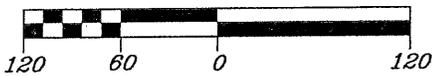
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**LEGEND**

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- △ 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):**



**DATE:** May 16, 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 was discussed 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

**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:

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Jeannie Hefty, Mayor

Attest:

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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 31<sup>st</sup>, 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.





**DATE:** May 16, 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

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**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 was discussed 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:

<b>Owner:</b>	Equity Trust FBO
<b>Applicant:</b>	Charles Albee
<b>Applicant Address:</b>	311 S. Summerset Drive, Racine, WI 53406
<b>Location of Request:</b>	317 McHenry Street
<b>Existing Zoning:</b>	B-3, Neighborhood Professional Office
<b>Proposed Zoning:</b>	Rs-3, Single- Family Residential
<b>Proposed Use:</b>	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:

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

**ATTACHMENT A**

**Legal Description**

206-03-19-32-500-000

317 McHenry Street

LOTS 1 AND 4, BLOCK 1 PLINY M. PERKINS ADDITION TO BURLINGTON,  
ACCORDING TO THE RECORDED PLAT THEREOF. SAID LAND BEING IN THE CITY OF  
BURLINGTON, RAINC COUNTY, WISCONSIN.



Stock No. 26273

CERTIFIED SURVEY MAP NO. \_\_\_\_\_.

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.

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

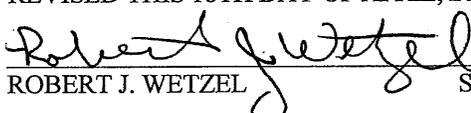
**LEGAL DESCRIPTION:**

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 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 1/4 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).

**SURVEYOR'S CERTIFICATE:**

I, ROBERT J. WETZEL, DO HEREBY CERTIFY THAT AT THE DIRECTION OF TIMOTHY P. AND JOAN M. WARREN, I HAVE SURVEYED THE LAND DESCRIBED HEREON AND THAT THE MAP SHOWN IS A CORRECT REPRESENTATION OF ALL LOT LINES AND THAT I HAVE FULLY COMPLIED WITH CHAPTER 236.34 OF THE WISCONSIN STATUTES, TOWN OF BURLINGTON LAND DIVISION ORDINANCE AND THE CITY OF BURLINGTON SUBDIVISION OF LAND ORDINANCE.

DATED THIS 17TH DAY OF MARCH, 2017  
REVISED THIS 18TH DAY OF APRIL, 2017

  
ROBERT J. WETZEL S-1778



SHEET 1 OF 5

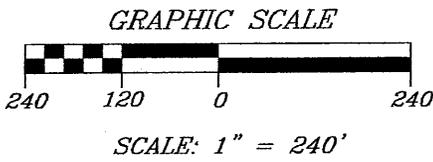


Stock No. 26273

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
- ( ) RECORDED AS

BEARINGS HEREON RELATE TO THE EAST LINE OF THE SW 1/4 OF SECTION 3-2-19, ASSUMED BEARING SOUTH 01°04'12" EAST, BEARINGS ON THIS PLAT ARE PER WISCONSIN COUNTY COORDINATE SYSTEM (RACINE ZONE), NAD 1983(91).

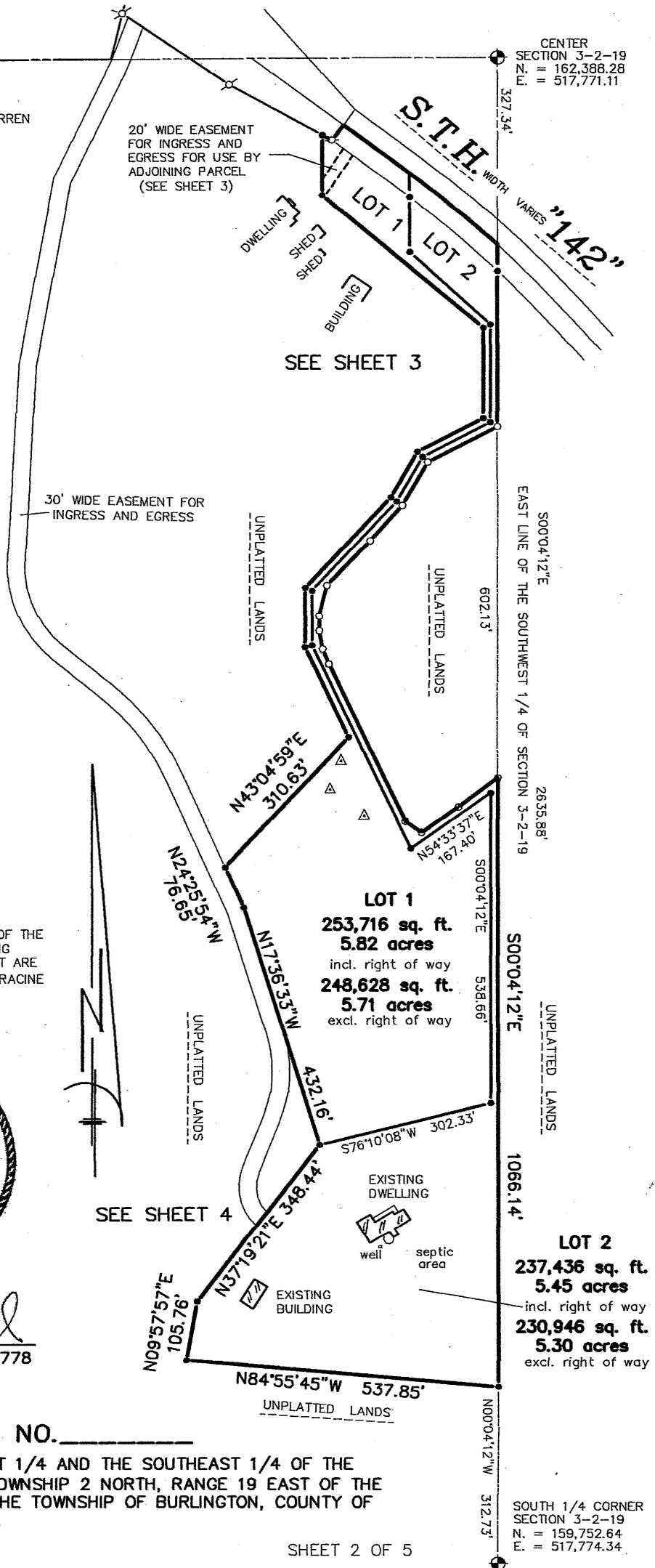


*Robert J. Wetzel*  
ROBERT J. WETZEL S-1778  
MARCH 10, 2017  
REVISED: APRIL 18, 2017

**CERTIFIED SURVEY MAP NO. \_\_\_\_\_**

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, COUNTY OF RACINE AND STATE OF WISCONSIN.

SHEET 2 OF 5



CENTER SECTION 3-2-19  
N. = 162,388.28  
E. = 517,771.11

EAST LINE OF THE SOUTHWEST 1/4 OF SECTION 3-2-19  
S00°04'12"E 2635.88'

S00°04'12"E 1086.14'

SOUTH 1/4 CORNER SECTION 3-2-19  
N. = 159,752.64  
E. = 517,774.34





Stock No. 26273

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.

30' wide easement for ingress and egress

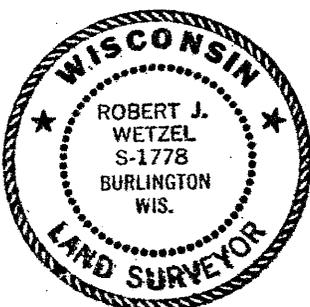
LEGEND

- ⊕ 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

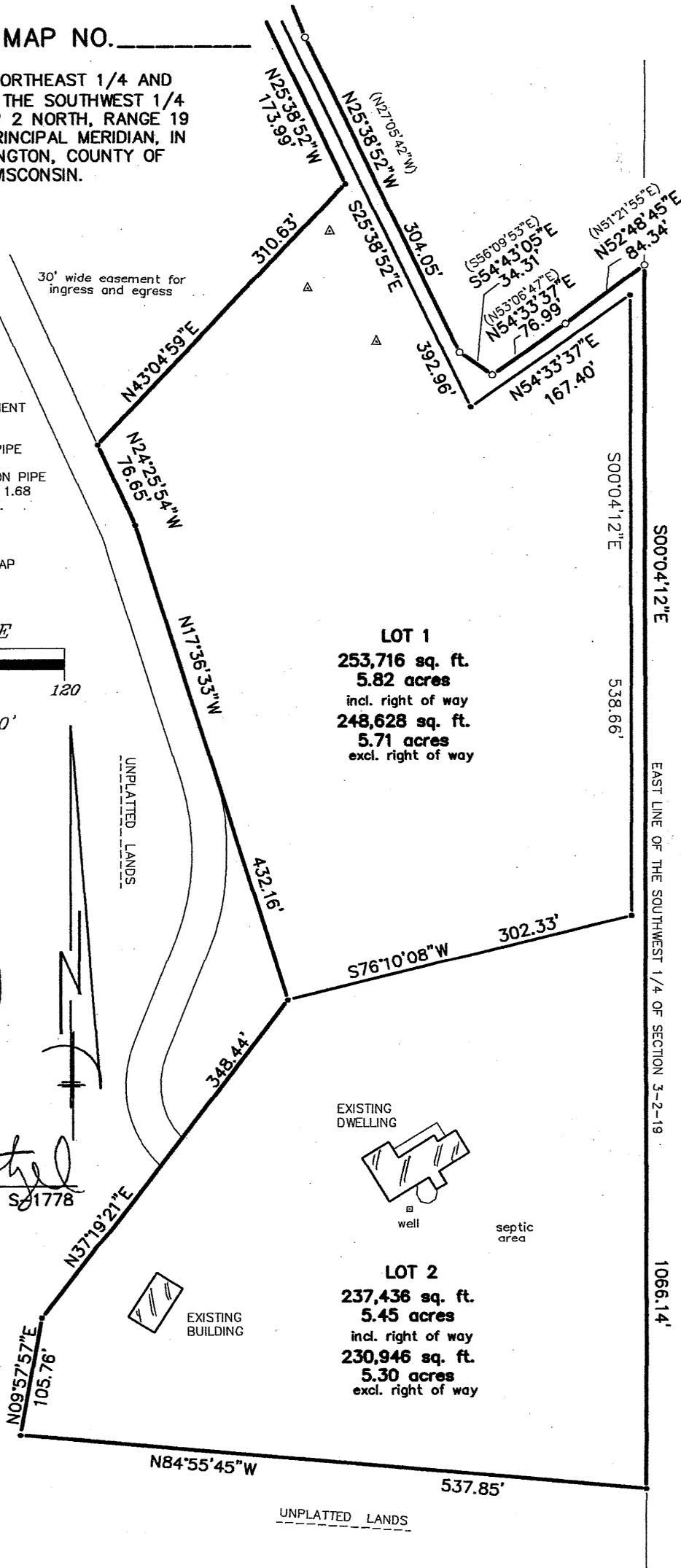
GRAPHIC SCALE



SCALE: 1" = 120'



*Robert J. Wetzel*  
ROBERT J. WETZEL  
S-1778  
MARCH 10, 2017  
REVISED APRIL 18, 2017



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

**LOT 2**  
 237,436 sq. ft.  
 5.45 acres  
 incl. right of way  
 230,946 sq. ft.  
 5.30 acres  
 excl. right of way



Stock No. 26273

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):**

THIS CERTIFIED SURVEY MAP IS HEREBY APPROVED BY THE CITY OF BURLINGTON COMMON COUNCIL ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017.

\_\_\_\_\_  
JEANNIE HEFTY MAYOR

\_\_\_\_\_  
DIAHNN HALBACH CLERK

DATED THIS 17TH DAY OF MARCH, 2017  
REVISED THIS 18TH DAY OF APRIL, 2017

*Robert J. Wetzel*  
\_\_\_\_\_  
ROBERT J. WETZEL S-1778





**DATE:** May 16, 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

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**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 1<sup>st</sup> day of January of each and every consecutive year of the lease term commencing January 1, 2017.

**BUDGET/FISCAL IMPACT:**

An annual payment of \$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 was discussed 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 1<sup>st</sup>, if Lessee petitions the Airport Committee in writing no later than December 10<sup>th</sup> and the Committee approves the change no later than its December meeting. See also Article 5, Section F.

## ARTICLE 5

### ADDITIONAL PROVISIONS

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

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

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

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

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

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

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

the Lessee or subtenant or their agents or employees, or for any loss or damage by reason of such acts or omissions by the Lessee or its subtenant.

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

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

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

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

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

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

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

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

**N. FUTURE DEVELOPMENT.** Lessor reserves the right to further develop or improve the landing area of the airport as it sees fit, regardless of the desires or view of the Lessee and without interference or hindrance from Lessee. The Lessor reserves the right, but

shall not be obligated to the Lessee, to maintain and keep in repair the landing area of the airport and all publicly owned facilities of the airport; together with the right to direct and control all activities of the Lessee in this regard.

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

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

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

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

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

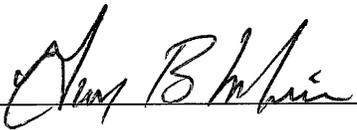
- (1) Rights and liabilities of the parties shall bind and inure to the benefit of their personal representatives, heirs, successors and assigns.
- (2) This agreement constitutes the entire agreement pertaining to the subject matter and supersedes all prior and contemporaneous agreements of the parties 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:

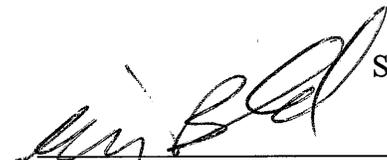
LESSEE:



Signature

Gary B. Meisner

Print (or type) name



Signature

Print (or type) name

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

CITY OF BURLINGTON

\_\_\_\_\_  
Signature

Partner  
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.

