



AGENDA COMMON COUNCIL

Tuesday, September 5, 2017

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

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

1. **Call to Order - Roll Call**
2. **Pledge of Allegiance**
3. **Citizen Comments**
4. **Chamber of Commerce Representative and Rescue Squad Representative**
5. **Approval of Minutes** (*J. Schultz*)
 - A. Approval of the Common Council Minutes for August 15, 2017.
6. **Letters and Communications** - There are none.
7. **Reports by Aldermanic Representatives and Department Heads**
8. **Reports 1-5** (*T. Preusker*)
 - A. Historic Preservation Committee Meeting Minutes - 05/25/2017
Board of Zoning Appeals Meeting Minutes - 06/22/2017
Burlington Housing Authority Meeting Minutes - 07/20/2017
Burlington Library Meeting Minutes - 07/25/2017
Committee of the Whole Meeting Minutes - 08/15/2017
9. **Payment of Prepaids and Vouchers** (*T. Bauman*)

A. Approval of Prepays and Vouchers for bills accrued through September 5, 2017:

Total Prepaid:	\$223,088.05
Total Vouchers:	\$146,202.28
Grand Total:	<u>\$369,290.33</u>

10. **Licenses and Permits** (S. Kott)

A. Consideration of approving the issuance of Operator's Licenses to qualified applicants.

11. **Appointments and Nominations** - There are none.

12. **PUBLIC HEARINGS:**

A. **A Public Hearing** - to hear comments and concerns from the public regarding amending Chapter 315-95, "Noise". (E. Johnson)

13. **RESOLUTIONS:**

A. **Resolution 4862(20)**- authorizing an amendment to the Wisconsin Economic Development Corporation Community Development Investment Grant between the City of Burlington and WIN Properties, LLC. (B. Grandi)

14. **ORDINANCES:**

A. **Ordinance 2029(6)** - to create a new Section 315-95 of the Municipal Code regarding "Noise". (R. Dawidziak)

B. **Ordinance 2030(7)** - to amend Section 219-3 of the Municipal Code regarding "Noise". (T. Vos)

15. **MOTIONS:** There are none

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

Wis. Stats 19.85(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.

- Regarding property located at 233 Main Street

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

18. **ADJOURNMENT** (T. Bauman)

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



COMMON COUNCIL REGULAR

ITEM NUMBER 5A

DATE: September 5, 2017

SUBJECT: Common Council Minutes for August 15, 2017

SUBMITTED BY: Diahnn Halbach, City Clerk

BACKGROUND/HISTORY:

The attached minutes are from the August 15, 2017 Common Council meeting.

BUDGET/FISCAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval of the attached minutes from the August 15, 2017 Common Council meeting.

TIMING/IMPLEMENTATION:

This item is scheduled for final consideration at the September 5, 2017 Common Council meeting.

Attachments

CC Minutes



CITY OF BURLINGTON

City Clerk
300 N. Pine Street, Burlington, WI, 53105
(262) 342-1161 - (262) 763-3474 fax
www.burlington-wi.gov

CITY OF BURLINGTON
Common Council Minutes
Jeannie Hefty, Mayor
Diahnn Halbach, City Clerk
Tuesday, August 15, 2017

1. **Call to Order - Roll Call**

Mayor Jeannie Hefty called the meeting to order at 6:51 p.m. starting with roll call. Aldermen present: Susan Kott, Ed Johnson, Bob Grandi, Ruth Dawidziak, Jon Schultz, Tom Preusker, and Todd Bauman. Excused: Tom Vos.

Also present: City Administrator Carina Walters, City Attorney John Bjelajac, Finance Director Steve DeQuaker, Lt Brian Zmudzinski, Fire Chief Alan Babe, Building Inspector Gregory Guidry.

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 Minutes**

- A. A motion was made by Alderman Schultz with a second by Alderman Dawidziak to approve the Common Council Minutes for August 1, 2017. With all in favor, the motion carried.

6. **Letters and Communications** - There were none.

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

Mayor Hefty reported on the status of the 256 W. State Street project and stated Pat Torhorst would run the fundraising for the shortfall of money needed to complete Martin Square. Mayor expects the work to begin in the first part of September and should be completed by October.

Mayor Hefty stated that she was saddened to hear about the FEMA report, but wanted to recognize those who worked so hard in preparation for this report, including Gregory Guidry, Chief Babe, Council members, and Tyson Fettes for providing a GPS app that would ping calls coming in to the Operation Center so they could be located immediately, which helped greatly with the assessments. Mayor Hefty also stated that FEMA recognized they had never seen such an organized team and commended the City for the methods they used to handle this situation.

Alderman Schultz stated he spoke with the Scout Master in regards to Martin Square and wanted to know if all liens had been removed from the property because Tommy Martin is unable to get his scout project approved until that's verified. Attorney Bjelajac responded that through the communications he's had with Racine County, when the City received the title to that property it was clear of all liens which included a lien that the DNR thought they had but they don't. Bjelajac further

stated that the proper notice was given by the County to the Department of Commerce and DNR, and the lien was extinguished through the tax sale of the County and the City should be holding it free and clear; however, the DNR has been trying to confirm the communication that Bjelajac sent to the them. Schultz clarified whether or not the DNR still thinks it has a lien. Bjelajac responded that the lien is still off record, but the DNR has no entitlement to it.

Alderman Schultz inquired about the status of the air conditioning in the police department. Walters responded that it is still not working as the controls for the a/c were located in the basement and were damaged in the flooding but have been ordered and as soon as they are received they will be replaced, which will hopefully be this month.

Alderman Schultz suggested that if the City does decide to drain Echo Lake for dredging purposes, to consider removing the Echo Lake Dam in its entirety so that the water can move naturally as it's intended to do, and it's becoming an increasingly common thing to do in Wisconsin. Walters responded that it would be a great discussion topic for the upcoming Budget Workshops.

Alderman Bauman congratulated Alderman Kott and others involved with the Tall Tales Festival and said it was a great night and looked forward to an even bigger event next year.

Walters reminded Council to contact Megan Watkins to schedule a tour of the County Dispatch Center. Walters also stated that Watkins is attempting to set up "Coffee with the Alderman" for either Saturday, September 23 from 8-10 a.m. or Tuesday, September 26 from 6-8 p.m., and to please contact her with your availability.

Alderman Grandi asked for an update on the Police Department. DeQuaker responded that due to the six feet of water, all of the infrastructure and electronic controls and cables located in the basement were damaged and is taking time to repair and replace, however they continue to keep moving forward.

Lt. Zmudzinski reported that the canine program is back up and running and was pleased to announce that Sergeant Baumhardt would be Officer Zander's new handler. Zmudzinski also reported that the Police and Fire Commission approved the eligibility list for two new hires.

8. **Reports 1-2**

A motion was made by Alderman Preusker with a second by Alderman Johnson to approve reports 1-2. With all in favor, the motion carried.

9. **Payment of Vouchers**

A motion was made by Alderman Bauman with a second by Alderman Preusker to approve Payment of Vouchers as presented.

Alderman Grandi commented on the charges for John's Disposal and asked if the City had been billed yet for the special flood damage pick up. Walters responded that Council would be presented with the charges for the special pick up at the next meeting, which amounts to approximately \$16,000.

Alderman Preusker inquired if there was a cost yet for the sink hole on Madison Street. Walters replied that the initial cost was approximately \$60,000 but there is still some residual work that needs to be completed, which could be another approximately \$20,000.

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

10. **Licenses and Permits**

- A. Consideration of approving the issuance of a "Class B" Combination Reserve Liquor License to MK Allen, Inc. (dba The Burly Duck) for property located at 488 Milwaukee Avenue, in the amount of \$12,500.

A motion was made by Alderman Kott, with a second by Alderman Johnson to approve a "Class B" Combination Reserve Liquor License to MK Allen, Inc. (dba The Burly Duck) for property located at 488 Milwaukee Avenue, in the amount of \$12,500.

Alderman Dawidziak inquired about the status of Allen's financials and the RCEDC's involvement. Walters stated the RCEDC has reviewed Allen's financials and finds the project both interesting and with merit; however, Allen is unable to go through the expense of completing the entire process, without the approval of a liquor license. Walters added that in addition to RCEDC's positive feedback, Allen has also received additional support from a financial institution if necessary. Walters stated that ultimately Council needs to have a discussion of whether or not they want to issue this last liquor license, which means either they don't issue the license and the City remains with a blighted property in the downtown district, or they can choose to grant the liquor license with a contingency based on financial approval. Walters added, that a preliminary population census report was recently received from the State and based on those numbers, we could qualify for an additional liquor license, once the final results are received in October.

Alderman Dawidziak commented that per the City's ordinance, if an applicant is unable to open their business within 90 days of the issuance of a license, then the City can take back the license. Dawidziak stated that she feels the license should be issued and if for some reason Mr. Allen is unable to get the necessary financing, the license would come back to the City, based on this ordinance.

Alderman Schultz stated that Council does have some flexibility with time knowing that its going to take at least 2-3 months, if not longer, for everything to be completed.

Alderman Preusker stated that he feels the license should be approved for a number of reasons, including the fact that it would go to a building that has been vacant for a number of years in the downtown district, and would coincide with the strategic initiatives to improve the downtown. Preusker also felt that the lack of liquor licenses is a state issue and needs to be changed through legislature, plus there has been promises of a big chain restaurant for years and it's never happened, so the City shouldn't hold on to a license based on something that might never happen.

Matt Allen stated that he heard from the previous meeting that Council had a concern regarding contingency funding, so they approached BMO Harris Bank and the RCEDC to apply for SBA loans, which allow them to keep their additional funds in the bank for contingencies, overruns or anything else that might happen. Allen further stated that when all is said and done, they will have invested over \$550,000 into the building that will be used for interior and exterior renovations, which would include restaurant equipment and other upgrades.

Alderman Grandi voiced his concern that he didn't want to see this liquor license in limbo for a couple of years, yet understands that 90 days won't be enough time to get everything done. Allen responded that the renovations will take at least 4 to 6 months to complete, but that it's going to be done correctly and it's going to look good and be in compliance with the codes of the Burlington Historic Preservation Committee.

Alderman Kott stated she can see that Mr. Allen is very passionate about this project but wanted to know what percentage of the building would be bar versus food. Allen responded that two-thirds of the building would be dedicated to duckpin bowling and the restaurant, and about of one-third would be allocated for the sports bar. Kott further asked how popular duckpin is and if Burlington could sustain two bowling alleys. Allen replied that duckpin bowling is a different concept from regular bowling and draws a slightly different audience and is making a resurgence in the market.

Dawidziak added that she had spoken to people at Town and Country Lanes, and they don't feel this concept would be any kind of threat to their business.

Discussion concluded.

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

- B. Consideration of approving the issuance of Operator's Licenses and a Special Event Permit Application.

A motion was made by Alderman Kott, with a second by Alderman Preusker to approve Licenses and Permits as presented. With all in favor, the motion carried.

11. **Appointments and Nominations** - There were none.

12. **PUBLIC HEARINGS:** - There were none.

13. **RESOLUTIONS:**

- A. **Resolution 4861(19)** - to consider approval of a Certified Survey Map for property located at 2100 Milwaukee Avenue.

A motion was made by Johnson, with a second by Preusker to approve Resolution 4861(19). With all in favor, the motion carried.

14. **ORDINANCES:** - There were none.

15. **MOTIONS:** - There were none.

16. **ADJOURNMENT**

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

Minutes respectfully submitted by:
Diahnn C. Halbach
City Clerk
City of Burlington



DATE: September 5, 2017

SUBJECT: Reports 1-5

SUBMITTED BY: Diahnn Halbach, City Clerk

BACKGROUND/HISTORY:

Attached please find the following reports:

- Historic Preservation Committee Meeting Minutes - 05/25/2017
- Board of Zoning Appeals Meeting Minutes - 06/22/2017
- Burlington Housing Authority Meeting Minutes - 07/20/2017
- Burlington Library Meeting Minutes - 07/25/2017
- Committee of the Whole Meeting Minutes - 08/15/2017

BUDGET/FISCAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends that Council approve the submitted reports.

TIMING/IMPLEMENTATION:

This item is scheduled for consideration at the September 5, 2017 Common Council meeting.

Attachments

HPC Minutes

ZBA Minutes

BHA Minutes

Library Meeting Minutes



**HISTORIC PRESERVATION COMMISSION
MEETING MINUTES
Thursday, May 25, 2017**

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

CITIZEN COMMENTS

None

APPROVAL OF MINUTES

Commissioner Eisenhardt moved, and Commissioner Colwell seconded to approve the minutes of April 27, 2017.

LETTERS AND COMMUNICATIONS

None

OLD BUSINESS

None

NEW BUSINESS

A. 400 N. Pine Street – Thrivent Financial

1. Certificate of Appropriateness to install a mounted bracket for a sign

- Chairman Stelling introduced and opened this item for discussion.
- Dennis Spankowski, Burli Signs, explained that there was a change regarding the size and material of the signboard. The signboard will be a 2 inch thick synthetic signboard in lieu of ½ inch thick. Chairman Stelling questioned if there will be any balls at the end of the bracket. Mr. Spankowski replied yes, there will be a brass ball at the end of the bracket. Alderman Kott asked why the sign will be mounted so high on the building compared to other downtown buildings. Chairman Stelling stated that at a previous meeting the owner was approved to replace windows. Mr. Spankowski added his main concern was getting the side supports for the bracket and will install the bracket based on the height of the windows.
- There were no further comments.
- Commissioner Erickson moved, and Commissioner O'Brien seconded to approve of the Certificate of Appropriateness to install the mounted bracket for a hanging sign, subject to Graef's May 15, 2017 memorandum.

- Commissioner Erickson moved, and Alderman Kott seconded to amend the approval to reflect the 2 inch thick signboard in lieu of the ½ inch thick signboard.
- All were in favor and the motion carried.

2. Sign Permit application to install a sign

- Chairman Stelling introduced and opened this item for discussion.
- There were no comments.
- Commissioner Erickson moved, and Alderman Kott seconded to approve a Sign Permit application to install a hanging sign, subject to Graef's May 15, 2017 memorandum.
- All were in favor and the motion carried.

B. 564 N. Pine Street – Uncle Steve's Garage

1. Certificate of Appropriateness for the rear facade

- Chairman Stelling introduced and opened this item for discussion.
- Alderman Kott asked if treated lumber would be used for the hand rails and deck. Commissioner Colwell stated according to Graef's memorandum treated lumber would be used. Gregory Guidry, Building Inspector, and Steve Madey, owner, explained the railings would be the same treated wood that was used on the Silver Cloud Vape Café located at 588 N. Pine Street and Sacred Image Tattoo located at 580 N. Pine Street. Mr. Madey stated the wood for the hand rails, stairs to the upper apartments and the deck has rotted out and needs replacing. Chairman Stelling commented the required clearance for the baluster spacing is a 4 inch sphere. Commissioner Erickson questioned how high the fence would be that is enclosing the trash receptacle. Mr. Madey stated he realizes it is not required to have an enclosure, but chooses to. Chairman Stelling suggested it could be any height, but thought 6 feet would be good. Chairman Stelling asked if the top of the fence would be decorative with dog ears. Commissioner Erickson stated an 8 foot fence would be too high. Mr. Madey replied the fence will be 6 feet high and have the decorative dog ear top.
- There were no further comments.
- Commissioner Erickson moved, and Alderman Kott seconded to approve of the Certificate of Appropriateness to repair the rear façade with the baluster spacing no more than 4 inches apart and install a 6 foot high trash receptacle enclosure, subject to Graef's May 15, 2017 memorandum.
- All were in favor and the motion carried.

2. Façade Grant application for the rear façade

- Chairman Stelling introduced and opened this item for discussion.
- There were no comments.
- Commissioner Erickson moved, and Commissioner O'Brien seconded to approve of the Façade Grant in the amount of \$2,525.
- Roll call: Chairman Tom Stelling; Alderman Susan Kott; Commissioner Darrel Eisenhardt; Commissioner Jeff Erickson; Commissioner Kevin O'Brien; and Commissioner Daniel Colwell.
- All were in favor and the motion carried.

C. 202 E. Chestnut Street –C. Mae Design, LLC

1. Certificate of Appropriateness to install an awning with signage

- Chairman Stelling introduced and opened this item for discussion.
- The Commissioners discussed the signage on the top of the awning would be eliminated and would only be located on the sides of the awning.
- There were no further comments.
- Commissioner Erickson moved, and Commissioner O'Brien seconded to approve of the Certificate of Appropriateness to install an awning with signage, subject to Graef's May 15, 2017 memorandum.
- All were in favor and the motion carried.

2. Sign Permit to install an awning with signage

- Chairman Stelling introduced and opened this item for discussion.
- There were no further comments.
- Commissioner Erickson moved, and Commissioner Eisenhardt seconded to approve of the Sign Permit to install an awning with signage, subject to Graef's May 15, 2017 memorandum.
- Alderman Kott asked if "Hello Beautiful" would be on the west side of the awning as well. Chairman Stelling replied "Hello Beautiful" would only be located on the east side as indicated in the memorandum.
- All were in favor and the motion carried.

3. Façade Grant application for the awning

- Chairman Stelling introduced and opened this item for discussion.
- Commissioner Erickson stated it looks like a \$2,000 job including the signage on the awning.
- There were no further comments.
- Commissioner Erickson moved, and Alderman Kott seconded to approve a Façade Grant in the amount of \$242.50 for the lettering and \$645 for the awning, totaling \$887.50.
- Gregory Guidry, Building Inspector, asked how many signs are considered for this awning. Commissioner Erickson and Chairman Stelling responded since the signage is on an awning it would constitute as one sign since the awning is one piece of fabric.
- Roll call: Chairman Tom Stelling; Alderman Susan Kott; Commissioner Darrel Eisenhardt; Commissioner Jeff Erickson; Commissioner Kevin O'Brien; and Commissioner Daniel Colwell.
- 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 approximately \$3,000 of the façade grant would be deducted after tonight's approval, with a remaining balance of around \$17,000.
- Chairman Stelling commented that IDE Fine Jewelry received a grant and are now closing the store. Chairman Stelling stated the Mercantile façade grant was extended until October 22, 2017. Chairman Stelling was questioning if that project would be completed on time. Mr. Guidry replied that he was not sure, but noticed the façade and signage has changed from the original approval and is required to bring any revised plans to staff and Commissioners for approval. Mr. Guidry stated the siding is complete at Flitcroft (580-588 N. Pine Street).
- There were no further comments.

B. Discussion regarding recommendation to City Staff for review of any ordinance changes. This item was discussed at the April 27, 2017 and tabled for more review.

- Chairman Stelling introduced and opened this item for discussion.
- Chairman Stelling stated the Commissioners should recommend to Common Council of any changes in the ordinance and guidelines they feel are necessary. The Commissioners had a long discussion regarding the handout that was given at the April 27, 2017 meeting from Judith Schulz, 525 Milwaukee Avenue. Mr. Guidry stated the Commissioners are to suggest bullet points such as type of lighting, how many signs are allowed and colors choices to be changed in the ordinance.
- Commissioner Colwell moved, and Alderman Kott seconded to table this discussion to the next meeting to allow time to look at bullet points for the changes in the ordinance.

ADJOURNMENT

Commissioner Erickson moved, and Commissioner Eisenhardt seconded to adjourn the meeting at 7:45 p.m. *All were in favor and the motion carried.*

Recording Secretary,

Kristine Anderson
Administrative Assistant

City of Burlington
Board of Zoning Appeals Minutes

Date of Meeting: June 22, 2017

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

Other Appearances: Mayor Jeannie Hefty, Brenda Owens of Sign Crafters on behalf of Big R Stores

1. The meeting was called to order at 5:30 p.m.
2. A motion was made by Dan Snyder to approve the February 15, 2016 minutes and seconded by Lori Clarke.
3. No citizens comments
4. Motion made by Dan Snyder to close public hearing, seconded by Lori Clarke

The appeal requests:

1. Review, reversal, or modification of the Zoning Administrator's permit refusal, correction order or interpretation.
2. A variance from the City of Burlington Zoning Code specifically the following Ordinances: Section 315-71E.

New Business:

This meeting was called to consider approval of a Zoning Variance application from Big R Stores for property located at 1058 Milwaukee Ave, to install a sign greater than the allowable 15 feet. Proposed sign would be 25 feet in height, 10 feet greater than maximum allowable height.

Discussion on Big R sign variance:

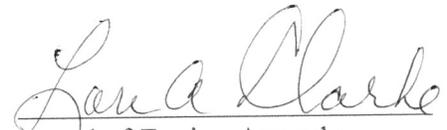
Mayor Jeannie Hefty was present to make comments on behalf of Joe Devorcan, of Fox River Plaza, LLC, who is in support of the variance. This property is zoned B-1, maximum allowable sign height is 15 ft.

According to Brenda Owens of Sign Crafters, all but one other sign for the Big R stores is 25 feet in height. The current ordinance allows up to 15 feet, however, a monument sign is preferred and would be in alignment with the current signage at that location, with the exception of Kentucky Fried Chicken, which is grandfathered in.

Motion was made by John Lynch to table this discussion until input can be had from Greg Guidry, Zoning Administrator and John Bjelajac, City Attorney, and reconvene as soon as possible.

Motion by John Lynch, seconded by Suzanne Boutcher, to table this matter.

Motion to adjourn meeting by John Lynch, second by Dan Snyder. Meeting was adjourned at 6:06 p.m.


Board of Zoning Appeals
Secretary

**Housing Authority of City of Burlington Wisconsin
Riverview Manor
July 20, 2017**

The regular monthly meeting of the Housing Authority of City of Burlington Wisconsin was held on Thursday, July 20, 2017 at 6:00 P.M. at Riverview Manor. The meeting was called to order by Chairman Lapp.

COMMISSIONERS PRESENT: Chairman Lapp, Vice Chairman Heck, Secretary Smith, Commissioner Petersen, Commissioner Merten and Manager Eileen Olson.

Minutes from the regular monthly meeting held June 22, 2017, were reviewed and approved as written with a motion by Petersen, seconded by Heck, and carried unanimously.

FINANCIAL REPORT: Reserve Account balances as of June 30, 2017. (See statement balance sheet).

OCCUPANCY REPORT: Manager Olson reported 54 on the waiting list for one bedroom units and 10 for two bedroom units. Letters were sent to outdated applicants to update their information.

BUILDING AND MAINTENANCE: Commissioners toured the river area to view the flood damage. No damage to the building but residents lost the food in their refrigerators due to power outage. A leak developed on the roof in the addition and Manager Olson also discovered slight erosion by the side of the parking lot due to flood damage.

Discussion to put Lexon on the lower part of 52 hollow core doors in the handicapped units at a cost of \$771 will be reviewed next month.

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

The Board approved running a ½ page ad in “Our Town” magazine for \$385 in the 8/24/17 issue.

NEW BUSINESS: Calendars were discussed. The Employee & Board picnic is to be held on a Sunday in August.

The new part time housekeeping employee will start August 1.

Riverview Manor will host the Burlington Chamber of Commerce Business After Hours on September 14, 2017 in recognition of the 40th Anniversary of RVM. Manager Olson will check with Napoli, Gooseberries & Stowell’s for catering prices of food and drink.

A lot of positive comments were received from residents on handling of the power outage.

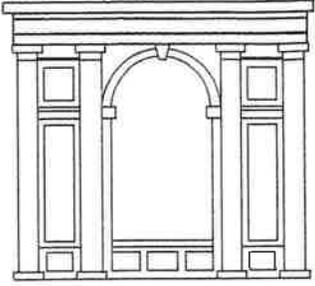
UNFINISHED BUSINESS: None

OTHER BUSINESS: None

ADJOURNMENT: There being no further business, motion to adjourn was made by Heck, seconded by Merten, and carried unanimously. Meeting adjourned at 7:05 P.M. The next monthly meeting is tentatively scheduled for August 17, 2017 at 6:00 p.m.



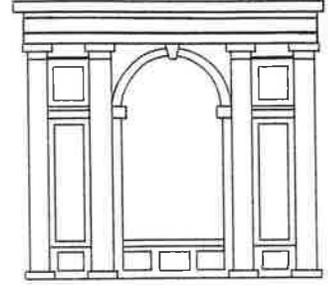
John Smith, Secretary



Burlington Public Library

166 East Jefferson Street • Burlington, Wisconsin 53105
(262) 342-1130 • Fax (262)-342-1198

www.burlingtonlibrary.org



Minutes of the Burlington Public Library Board of Trustees

The Burlington Public Library Board of Trustees met on Tuesday, July 25, 2017 in the Burlington Public Library Meeting Room. Present were Bridget Savaglia, Peter Smet, Megan Barker, Lori Haas, Tom Preusker. Excused was Rosemarie Buse. Absent were Ellen Blair, Jake Hanson and Jordan Debbink. Also present were Director, Joe Davies, and Automation System Administrator, Tammy McCarthy.

Savaglia called the meeting to order at 4:35 pm.

Savaglia and Haas reported they had to leave at 5:30.

Minutes of the June 27, 2017 meeting were approved. Preusker moved approval, Haas seconded. Motion passed.

Smet moved and Haas seconded the motion to approve the July 2017 General Fund Bills in the amount of \$8688.15, Prepays in the amount of \$2092.39, Reimbursements in the amount of \$139.75, and General Deposits in the amount of \$3144.90. Motion passed.

Preusker moved and Haas seconded the motion to approve the July 2017 Trust Fund Bills and Deposits. Motion passed.

Trustee Essentials Training: Davies reminded everyone of the online Trustee Essentials Training coming up August 21 through August 25 and asked that everyone sign up for one they are interested in. We can share information and ideas at the next Library Board Meeting. Barker said the webinars were worthwhile. Davies will ask other libraries in the Lakeshores System if they have recently completed a Strategic Plan. Smet recommended that we use a streamlined model. Completing a Strategic Plan will be very helpful when we begin our Capital Campaign. If we invite community members to participate in the Strategic Plan, they may be willing to participate in the Capital Campaign.

There were no Committee Reports.

Federated Library Report: Savaglia briefly reported on the study the DPI is working on PLSR (Public Library System Redesign), which started in 2015 and will end in 2018. Access to the study is at PLSR.info. The steering committee is looking at funding, services and what future libraries will look like. Another aspect of the study is using group purchasing for the entire state to save money.

Savaglia also reported a new member of the Lakeshores Board was networking with state and local politicians hoping to connect with them and talk about libraries, what they contribute, how they collaborate and how they are funded.

Director's Report

Report on Severe Weather: Davies reported the library had no water damage in the basement. The power was out starting Wednesday, July 12 at 6 pm. We closed at 5 pm Wednesday due to staffing shortage. The library was closed Thursday and Friday due to no power or phones. The power returned at approximately 6 pm on Friday.

The phones are still down. Davies made a list of things we could do in the event of a power outage in the future, one of which was to have a generator. A suggestion to contact Generac was made, they do make donations to non-profits, we may be able to get a generator donated. Another suggestion was to make Robo calls to our patrons to let them know what is happening, if we are closed and what services we may be able to provide. Davies may check with the vendor that the Burlington School District uses.

Book Sale: The book sale was cancelled because of the flooding. A meeting is scheduled for next week to decide when or if the sale will take place this year. The difficulty is getting volunteers, with school starting up. A suggestion to contact the group Driven was made. They are a group of high school students that do projects and may be able to help us.

Upcoming Professional Development: Davies will be attending a New Director Bootcamp in Marshfield next month. Davies will also be presenting at WLA this year along with another new director. They will be comparing new director experiences.

City Budgeting Process: A preliminary budget is due on Friday, August 28. Davies will bring numbers to the board when they are closer to finalizing. Preusker reported a new policy with banks, they will be able to donate to charities who are 501.c.3. This adds additional incentive for the library to pursue the creation of a foundation for fundraising purposes.

Monthly report: The library will be participating in "The Big Read" this year. Parkside runs the program, lists participating libraries in the brochure and does much of the advertising and promotion. The author of the chosen title will make appearances. The title for this year is Station Eleven by Emily St. John – Mandel. The book is for high school age and up.

Review of Reference Services Policy: Davies handed out the current Reference Services Policy and a new updated version. Before the Reference Librarian job description can be updated, we need to update this policy. Smet motioned to approve, Preusker seconded. Motion passed. Smet asked if the library could charge for special services, such as editing manuscripts or more in depth help to patrons. Davies will look into it.

Davies is looking at revising book processing, moving in the direction of preparing for an RFID system. We will be eliminating the book date due cards and pockets, moving the spine label down and placing the barcodes on the outside of material. Davies played a short YouTube video demonstrating self-checkout using RFID. Davies is getting quotes for RFID in our library. The prices have come down considerably. It's looking like we will have the funds this year to make the purchase. The board agreed we need to go ahead and get pricing and bring the information back for approval in August. Preusker suggested looking at Vendor Net for quotes. Barker had a suggestion – don't get a white colored unit. Barker also asked what the staffing needs would be if we had self-checkout. Davies said many times when it gets busy, staff from technical services come out to assist. If they were not needed for backup, they would just continue doing their regular job. Davies is hoping to do more programming and having a flexible staff would be helpful.

Haas and Savaglia had to leave and were excused at 5:30.

Meeting was adjourned at 5:50 p.m. Smet moved, and Barker seconded. Motion passed.

Our next meeting will be on Tuesday, August 22th at 4:30 p.m. in the basement meeting room at the Burlington Public Library.

Respectfully submitted,

A handwritten signature in black ink, appearing to be 'TP', followed by a long, sweeping horizontal line that extends to the right.

Tom Preusker
Aldermanic Representative



COMMON COUNCIL REGULAR

ITEM NUMBER 9A

DATE: September 5, 2017

SUBJECT: Prepaid and Vouchers

SUBMITTED BY: Steven DeQuaker, Finance Dir.

BACKGROUND/HISTORY:

Attached please find the Prepaid and Voucher list for bills accrued through September 5, 2017:

Total Prepaid:	\$223,088.05
Total Vouchers:	\$146,202.28
Grand Total:	<u>\$369,290.33</u>

BUDGET/FISCAL IMPACT:

5 Largest Disbursements on the Prepaid and Voucher List:

1. \$113,865.65 PBJC Burlington Too, LLC - Final Tax Increment Refund
2. \$ 19,018.92 We Energies - 06/28/17 to 07/31/17 Street Lights
3. \$ 16,168.00 Johns Disposal Service, Inc. - Flood Damage Removal
4. \$ 15,925.54 Digicorp - Temporary Data Network for Recovery After Flooding
5. \$ 13,973.49 Digicorp - Flood Recovery

RECOMMENDATION:

Staff recommends that the Common Council accept and approve these Prepaid and Vouchers in the amount of \$369,290.33.

TIMING/IMPLEMENTATION:

This item is scheduled for consideration at the September 5, 2017 Common Council meeting.

Attachments

- Prepaid 08-11-17
- Prepaid 08-17-17
- Prepaid 08-23-17
- Prepaid 08-25-17
- Vouchers 09-05-17

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
100239007						
100-239007 LIFE INSURANCE	SECURIAN FINANCIAL GROUP,	Policy No. 002832L Aug Billing	2017SEPT	08/10/2017	2,193.81	08/11/2017
Total 100239007:					2,193.81	
100434312000						
100-434312-000 OPERATOR LICENSES	OM BURLINGTON OIL	PRO-RATED REFUND	052317	07/28/2017	684.08	08/11/2017
Total 100434312000:					684.08	
100454521000						
100-454521-000 POLICE DEPT	PETTY CASH - DPW	PETTY CASH DPW - Candy for Rodeo	081117	08/11/2017	10.00	08/11/2017
Total 100454521000:					10.00	
100484847000						
100-484847-000 Developer Reimbursement	GRIFFITHS, NICOLE OR BRIAN	refund of balance of Deposit Fee	1.056476	08/09/2017	382.50	08/11/2017
Total 100484847000:					382.50	
100515131330						
100-515131-330 MAYOR-TRAVEL	DINERS CLUB COMMERCIAL	League of WI Municipalities - Watkins	5799 07/17	07/28/2017	175.00	08/11/2017
Total 100515131330:					175.00	
100515132225						
100-515132-225 ADMIN - TELEPHONE	AT & T	262 767-1389 327 6	26276713890717	07/28/2017	411.08	08/11/2017
100-515132-225 ADMIN - TELEPHONE	AT & T	262 767-1904 046 8	26276719040717	07/28/2017	634.53	08/11/2017
Total 100515132225:					1,045.61	
100515132310						
100-515132-310 ADMIN - OFF SUPP-POSTA	DINERS CLUB COMMERCIAL	CTC* Constant Contract (ongoing)	5799 07/17	07/28/2017	5.00	08/11/2017
Total 100515132310:					5.00	
100515132330						
100-515132-330 ADMIN - INSVC TRAINING &	DINERS CLUB COMMERCIAL	Credit	5799 07/17	07/28/2017	48.74-	08/11/2017
Total 100515132330:					48.74-	
100515132570						
100-515132-570 Echo Lake Produce Fire Expe	DINERS CLUB COMMERCIAL	Culvers	0114 07/17	07/28/2017	25.46	08/11/2017
100-515132-570 Echo Lake Produce Fire Expe	DINERS CLUB COMMERCIAL	Flood - Marathon Petro	5815 07/17	07/28/2017	23.20	08/11/2017
100-515132-570 Echo Lake Produce Fire Expe	DINERS CLUB COMMERCIAL	Flood - TSC	5815 07/17	07/28/2017	168.11	08/11/2017
100-515132-570 Echo Lake Produce Fire Expe	DINERS CLUB COMMERCIAL	Flood - Walmart	5864 07/17	07/28/2017	156.00	08/11/2017
100-515132-570 Echo Lake Produce Fire Expe	DINERS CLUB COMMERCIAL	Flood - Marathon Petro	5872 07/17	07/28/2017	34.50	08/11/2017
100-515132-570 Echo Lake Produce Fire Expe	DINERS CLUB COMMERCIAL	Flood - TSC	8038 07/17	07/28/2017	44.11	08/11/2017
100-515132-570 Echo Lake Produce Fire Expe	DINERS CLUB COMMERCIAL	Flood - Kwik Trip	8038 07/17	07/28/2017	152.43	08/11/2017
100-515132-570 Echo Lake Produce Fire Expe	DINERS CLUB COMMERCIAL	Flood - TSC	8038 07/17	07/28/2017	29.41	08/11/2017
100-515132-570 Echo Lake Produce Fire Expe	PETTY CASH - DPW	PETTY CASH DPW - Flood	081117	08/11/2017	164.50	08/11/2017
100-515132-570 Echo Lake Produce Fire Expe	WE ENERGIES	6212-377-525	6212377525JUL17	07/26/2017	6,806.02	08/11/2017
100-515132-570 Echo Lake Produce Fire Expe	MINER, WES	Reimbursement - Domino's Flood Ops	071717	07/17/2017	110.00	08/11/2017
Total 100515132570:					7,713.74	
100515141330						
100-515141-330 FINANCE - TRAVEL	DEQUAKER, STEVE	Reimbursement - Mileage	073117	08/07/2017	12.84	08/11/2017

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
Total 100515141330:					12.84	
100515161298						
100-515161-298 ATTORNEY - CONTRACT S	GODFREY & KAHN, S.C.	Mediation Services - Case No. 2015CV1772	969127	07/31/2017	3,440.00	08/11/2017
Total 100515161298:					3,440.00	
100525211240						
100-525211-240 POLICE - FUEL, OIL	VOYAGER FLEET SYSTEMS IN	Voyager Acct. 869297630 Police Dept	869297630731	08/01/2017	2,652.65	08/11/2017
Total 100525211240:					2,652.65	
100525211241						
100-525211-241 POLICE - REP & MAINT IT	DINERS CLUB COMMERCIAL	Amazon -USB	5781 07/17	07/28/2017	5.35	08/11/2017
100-525211-241 POLICE - REP & MAINT IT	DINERS CLUB COMMERCIAL	Holiday Inn	5898 07/17	07/28/2017	728.00	08/11/2017
Total 100525211241:					733.35	
100525211310						
100-525211-310 POLICE - OFF SUPP-POSTA	DINERS CLUB COMMERCIAL	Amazon	5898 07/17	07/28/2017	102.88	08/11/2017
100-525211-310 POLICE - OFF SUPP-POSTA	DINERS CLUB COMMERCIAL	Best Buy	5898 07/17	07/28/2017	42.19	08/11/2017
Total 100525211310:					145.07	
100525211330						
100-525211-330 POLICE - TRAVEL	DINERS CLUB COMMERCIAL	Lucky Star	5781 07/17	07/28/2017	48.38	08/11/2017
Total 100525211330:					48.38	
100525220157						
100-525220-157 FIRE - INSERVICE TRAININ	DINERS CLUB COMMERCIAL	Gooseberries	8038 07/17	07/28/2017	76.89	08/11/2017
Total 100525220157:					76.89	
100525220159						
100-525220-159 FIRE - CLOTHING ALLOWA	DINERS CLUB COMMERCIAL	Embroidme	8038 07/17	07/28/2017	38.10	08/11/2017
100-525220-159 FIRE - CLOTHING ALLOWA	DINERS CLUB COMMERCIAL	Embroidme	8038 07/17	07/28/2017	40.20	08/11/2017
Total 100525220159:					78.30	
100525220240						
100-525220-240 FIRE - FUEL, OIL, LUBRICA	VOYAGER FLEET SYSTEMS IN	Voyager Acct. 869297630 Fire Dept	869297630731	08/01/2017	797.99	08/11/2017
Total 100525220240:					797.99	
100525220295						
100-525220-295 Medical Service/Supply	DINERS CLUB COMMERCIAL	Pharmacy Station	8038 07/17	07/28/2017	11.75	08/11/2017
Total 100525220295:					11.75	
100525220310						
100-525220-310 FIRE - OFFICE SUPPLIES	DINERS CLUB COMMERCIAL	Doozy Cards	8038 07/17	07/28/2017	19.95	08/11/2017
Total 100525220310:					19.95	
100525231330						
100-525231-330 BLDG INSP - TRAVEL	DINERS CLUB COMMERCIAL	Property Rights & Land Use In WI	0114 07/17	07/28/2017	100.00	08/11/2017

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
Total 100525231330:					100.00	
100525231372						
100-525231-372 BLDG INSP - AUTO EXPENS	VOYAGER FLEET SYSTEMS IN	Voyager Acct. 869297630 Bldg Insp	869297630731	08/01/2017	19.98	08/11/2017
Total 100525231372:					19.98	
100535321240						
100-535321-240 STREETS - FUEL, OIL & LU	VOYAGER FLEET SYSTEMS IN	Voyager Acct. 869297630 Street Dept	869297630731	08/01/2017	1,846.56	08/11/2017
Total 100535321240:					1,846.56	
100535321261						
100-535321-261 STREETS - LIGHTING	WE ENERGIES	4432-157-647	4432157647JUL17	07/31/2017	19,018.92	08/11/2017
100-535321-261 STREETS - LIGHTING	WE ENERGIES	5459-100-732	5459100732JUL17	07/27/2017	213.23	08/11/2017
100-535321-261 STREETS - LIGHTING	WE ENERGIES	7245-068-041	7245068041JUL17	07/26/2017	146.72	08/11/2017
100-535321-261 STREETS - LIGHTING	WE ENERGIES	7467-500-426	7467500426JUL17	07/26/2017	216.60	08/11/2017
100-535321-261 STREETS - LIGHTING	WE ENERGIES	8499-073-119	8499073119JUL17	07/26/2017	205.58	08/11/2017
Total 100535321261:					19,801.05	
100535321298						
100-535321-298 STREETS - CONTRACT SER	DINERS CLUB COMMERCIAL	Linkedin - Public Works Director Ad	5799 07/17	07/28/2017	133.21	08/11/2017
Total 100535321298:					133.21	
100535321310						
100-535321-310 STREETS - OFF SUPP/POS	PETTY CASH - DPW	PETTY CASH DPW - Walmart	081117	08/11/2017	4.97	08/11/2017
Total 100535321310:					4.97	
100535321311						
100-535321-311 Streets-Comp Software Maint	DINERS CLUB COMMERCIAL	Walmart	8795 07/17	07/28/2017	92.49	08/11/2017
Total 100535321311:					92.49	
100535321354						
100-535321-354 STREETS-PARKNG STRUC	WE ENERGIES	7082-958-528	7082958528JUL17	07/26/2017	450.63	08/11/2017
Total 100535321354:					450.63	
100555551220						
100-555551-220 PARKS - UTILITIES	WE ENERGIES	0635-112-551	0635112551JUL17	08/02/2017	25.66	08/11/2017
100-555551-220 PARKS - UTILITIES	WE ENERGIES	1269-762-568	1269762568JUL17	07/26/2017	34.37	08/11/2017
100-555551-220 PARKS - UTILITIES	WE ENERGIES	2428-946-714	2428946714JUL17	07/26/2017	255.67	08/11/2017
100-555551-220 PARKS - UTILITIES	WE ENERGIES	3243-370-777	3243370777JUL17	07/27/2017	43.84	08/11/2017
100-555551-220 PARKS - UTILITIES	WE ENERGIES	3698-542-543	3698542543JUL17	07/27/2017	28.64	08/11/2017
100-555551-220 PARKS - UTILITIES	WE ENERGIES	6419-916-677	6419916677JUL17	07/27/2017	17.64	08/11/2017
100-555551-220 PARKS - UTILITIES	WE ENERGIES	6895-338-188	6895338188JUL17	07/26/2017	80.40	08/11/2017
100-555551-220 PARKS - UTILITIES	WE ENERGIES	8893-353-410	8893353410JUL17	08/01/2017	67.76	08/11/2017
Total 100555551220:					553.98	
100555551240						
100-555551-240 PARKS - FUEL, OIL, LUBRIC	VOYAGER FLEET SYSTEMS IN	Voyager Acct. 869297630 Parks Dept	869297630731	08/01/2017	1,069.00	08/11/2017
Total 100555551240:					1,069.00	

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
100565639399						
100-565639-399 ECONOMIC DEVELOPMENT	BURLINGTON AREA CHAMBER	2nd qtr 2017 Room Tax	2017 2ND ROOM T	08/09/2017	13,003.28	08/11/2017
100-565639-399 ECONOMIC DEVELOPMENT	RA CO CONVENTION & VISTOR	2nd qtr 2017 Room Tax	2ND QTR 2017	08/09/2017	13,003.28	08/11/2017
Total 100565639399:					26,006.56	
251555511225						
251-555511-225 TELEPHONE	DINERS CLUB COMMERCIAL	Google (ongoing)	5922 07/17	07/28/2017	50.00	08/11/2017
Total 251555511225:					50.00	
251555511310						
251-555511-310 OFFICE SUPPLIES, POSTA	DINERS CLUB COMMERCIAL	statement fee	3031 07/17	07/28/2017	3.00	08/11/2017
Total 251555511310:					3.00	
251555511318						
251-555511-318 AUTOMATION	DINERS CLUB COMMERCIAL	AWE Learning	5922 07/17	07/28/2017	70.54	08/11/2017
251-555511-318 AUTOMATION	DINERS CLUB COMMERCIAL	Mobile Beacon	5922 07/17	07/28/2017	79.99	08/11/2017
Total 251555511318:					150.53	
251555511327						
251-555511-327 MATERIALS	THE NEW YORK TIMES	NEW YORK TIMES LIBRARY SUBSCRIPTION	805150968 2017	08/06/2017	447.20	08/11/2017
Total 251555511327:					447.20	
251555511330						
251-555511-330 INSERVICE TRAINING/TRAV	DINERS CLUB COMMERCIAL	Kalahari	3031 07/17	07/28/2017	99.00	08/11/2017
Total 251555511330:					99.00	
251555511345						
251-555511-345 PROGRAMS	DINERS CLUB COMMERCIAL	American Paper - Eclipse Glasses	5922 07/17	07/28/2017	138.35	08/11/2017
251-555511-345 PROGRAMS	Berndt, Linda	Reimbursement - Will Branch	081017	08/10/2017	400.00	08/11/2017
Total 251555511345:					538.35	
467535320500						
467-535320-500 CONSERVATION AND DEVE	MADEY, STEVE	HPC Facade Grant Reimbursement	080817	08/08/2017	2,525.00	08/11/2017
Total 467535320500:					2,525.00	
621575740220						
621-575740-220 WWTP-ELECTRIC	WE ENERGIES	0225-428-357 (split)	0225428357JUL17	07/31/2017	80.06	08/11/2017
621-575740-220 WWTP-ELECTRIC	WE ENERGIES	4897-650-087	4897650087JUL17	07/25/2017	156.64	08/11/2017
621-575740-220 WWTP-ELECTRIC	WE ENERGIES	6212-377-525	6212377525JUL17	07/26/2017	3,089.50	08/11/2017
621-575740-220 WWTP-ELECTRIC	WE ENERGIES	6268-292-660	6268292660JUL17	08/01/2017	52.29	08/11/2017
621-575740-220 WWTP-ELECTRIC	WE ENERGIES	8635-875-051	8635875051JUL17	08/06/2017	95.19	08/11/2017
Total 621575740220:					3,473.68	
621575740222						
621-575740-222 GAS	WE ENERGIES	0225-428-357 (split)	0225428357JUL17	07/31/2017	24.65	08/11/2017
Total 621575740222:					24.65	
621575740240						
621-575740-240 FUEL, OIL AND LUBRICANT	VOYAGER FLEET SYSTEMS IN	Voyager Acct. 869297630 WWTP	869297630731	08/01/2017	1,399.00	08/11/2017

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
Total 621575740240:					1,399.00	
621575740330						
621-575740-330	SEWER - INSRVC TRNG & T MEDROW, JESSIE	reimbursement- meals	080817	08/09/2017	60.00	08/11/2017
621-575740-330	SEWER - INSRVC TRNG & T STEFFEN, NATHAN	Reimbursement - Meals	080817	08/09/2017	60.00	08/11/2017
Total 621575740330:					120.00	
622506220000						
622-506220-000	POWER WE ENERGIES	3076-628-864	3076628864JUL17	07/27/2017	3,250.42	08/11/2017
622-506220-000	POWER WE ENERGIES	3457-108-505	3457108505JUL17	07/27/2017	5,342.96	08/11/2017
622-506220-000	POWER WE ENERGIES	8682-353-384 (split)	8682353384JUL17	07/27/2017	4,377.07	08/11/2017
Total 622506220000:					12,970.45	
622506230000						
622-506230-000	SUPPLIES WE ENERGIES	1438-804-919	1438804919JUL17	07/28/2017	12.22	08/11/2017
622-506230-000	SUPPLIES WE ENERGIES	1473-005-365	1473005365JUL17	07/31/2017	11.44	08/11/2017
622-506230-000	SUPPLIES WE ENERGIES	8682-353-384 (split)	8682353384JUL17	07/27/2017	9.90	08/11/2017
622-506230-000	SUPPLIES WE ENERGIES	9259-879-303	9259879303JUL17	07/26/2017	10.01	08/11/2017
Total 622506230000:					43.57	
622509260000						
622-509260-000	EMPLOYEE REIMBURSEME BALZRINA, SHIRLEY	reimbursement - mileage	072617	08/08/2017	10.06	08/11/2017
Total 622509260000:					10.06	
622509330000						
622-509330-000	TRANSPORTATION-SUPPLI VOYAGER FLEET SYSTEMS IN	Voyager Acct. 869297630 Water Dept	869297630731	08/01/2017	516.16	08/11/2017
Total 622509330000:					516.16	
623575740242						
623-575740-242	REPAIR,MAINTENANCE EQ BURLINGTON AIR CENTER INC.	Repair Fuel Pumps	4316	07/24/2017	265.00	08/11/2017
Total 623575740242:					265.00	
623575740310						
623-575740-310	OPERATING SUPPLIES LANDMARK SERVICES COOPE	Landmark - Airport	5026	06/07/2017	442.21	08/11/2017
Total 623575740310:					442.21	
802525211390						
802-525211-390	DARE DONATIONS DINERS CLUB COMMERCIAL	Tractor Supply - K9 Program	5815 07/17	07/28/2017	19.99	08/11/2017
Total 802525211390:					19.99	
Grand Totals:					93,354.45	

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

Dated: _____

Motion for Approval by: _____

Motion Seconded by: _____

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
100515132570						
100-515132-570 Disaster Expenditures	KOSTER, JORDON	Flooding - bales of straw	53385	08/17/2017	300.00	08/17/2017
Total 100515132570:					300.00	
Grand Totals:					300.00	

Dated: _____

Motion for Approval by: _____

Motion Seconded by: _____

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
100515132570						
100-515132-570 Disaster Expenditures	KOSTER, JORDON	Flooding - bales of straw	082317	08/23/2017	160.00	08/23/2017
Total 100515132570:					160.00	
Grand Totals:					160.00	

Dated: _____

Motion for Approval by: _____

Motion Seconded by: _____

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
100444411000						
100-444411-000 COURT FINES & COSTS	RACINE COUNTY TREASURER	Racine Co Jail Assessment	2017JULY	08/17/2017	1,160.00	08/25/2017
100-444411-000 COURT FINES & COSTS	RACINE COUNTY TREASURER	Racine Co Surcharge	2017JULY	08/17/2017	219.00	08/25/2017
100-444411-000 COURT FINES & COSTS	ST OF WISC CONTROLLER'S O	ST OF WI CONTROLLER OFFICE JULY	JULY2017	08/17/2017	4,108.92	08/25/2017
Total 100444411000:					5,487.92	
100454540000						
100-454540-000 STREET DEPT	AMAZON.COM/GE MONEY	60457 8781 046912 8 (split)	046912 08/17	08/10/2017	139.97	08/25/2017
Total 100454540000:					139.97	
100515121142						
100-515121-142 MUNI COURT - WITNESS FE	CALDWELL, DAVID	D.CALDWELL INTERPRETING MUNI COURT	081017	08/10/2017	35.00	08/25/2017
Total 100515121142:					35.00	
100515132153						
100-515132-153 ADMIN - EBC	EMPLOYEE BENEFITS CORPO	EBC ADMIN	1934109	08/15/2017	10.00	08/25/2017
Total 100515132153:					10.00	
100515140330						
100-515140-330 CLERK - TRAINING & TRAV	HALBACH, DIAHNN	Travel Reimbursement	082217	08/22/2017	176.26	08/25/2017
Total 100515140330:					176.26	
100515141153						
100-515141-153 FINANCE - EMPLOYEE BEN	EMPLOYEE BENEFITS CORPO	EBC FINANCE	1934109	08/15/2017	.63	08/25/2017
Total 100515141153:					.63	
100525211153						
100-525211-153 POLICE - EMP BENEFITS C	EMPLOYEE BENEFITS CORPO	EBC POLICE	1934109	08/15/2017	8.11	08/25/2017
Total 100525211153:					8.11	
100525211220						
100-525211-220 POLICE - UTILITY SERVICE	WE ENERGIES	1461-190-073	1461190073JUL17	07/26/2017	33.13	08/25/2017
100-525211-220 POLICE - UTILITY SERVICE	WE ENERGIES	5843-681-877	5843681877JUL17	07/27/2017	1,331.17	08/25/2017
Total 100525211220:					1,364.30	
100525211225						
100-525211-225 POLICE - TELEPHONE	BCN TELECOM, INC	PW200047 - Intoxilyzer Line	22304503	07/15/2017	79.15	08/25/2017
Total 100525211225:					79.15	
100525211533						
100-525211-533 POLICE - COPY MACHINE R	JAMES IMAGING SYSTEMS, IN	TOSHIBA- 4555C	20928554	07/04/2017	368.54	08/25/2017
100-525211-533 POLICE - COPY MACHINE R	JAMES IMAGING SYSTEMS, IN	TOSHIBA- 4555C	21097820	08/07/2017	326.46	08/25/2017
Total 100525211533:					695.00	
100525220153						
100-525220-153 FIRE - EMPLOYEE BENEFIT	EMPLOYEE BENEFITS CORPO	EBC FIRE	1934109	08/15/2017	12.50	08/25/2017
Total 100525220153:					12.50	

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
100525220211						
100-525220-211 FIRE - PHYSICALS	TRANS UNION LLC	TRANS UNION LLC FIRE	07711692	07/27/2017	27.78	08/25/2017
Total 100525220211:					27.78	
100525220275						
100-525220-275 FIRE - VOLUNTEER FIRE D	CITY OF BURLINGTON VOLUNT	CONTRIBUTION FOR TRAINING BLDG	2017	08/16/2017	2,315.00	08/25/2017
Total 100525220275:					2,315.00	
100525231330						
100-525231-330 BLDG INSP - TRAVEL	GUIDRY, GREGORY	reimbursement - Buffalo Phil's Grill	032117	03/21/2017	12.80	08/25/2017
Total 100525231330:					12.80	
100535321211						
100-535321-211 STREETS - PHYSICALS	TRANS UNION LLC	TRANS UNION LLC (split)	06711728	06/27/2017	13.99	08/25/2017
Total 100535321211:					13.99	
100535321220						
100-535321-220 STREETS - UTILITIES	WE ENERGIES	0688-843-174	0688843174JUL17	08/10/2017	379.00	08/25/2017
Total 100535321220:					379.00	
100535321225						
100-535321-225 STREETS - TELEPHONE	TDS	TDS DPW 262-539-3770 (SPLIT)	262-539-3770 08/17	08/19/2017	81.36	08/25/2017
Total 100535321225:					81.36	
100535321261						
100-535321-261 STREETS - LIGHTING	WE ENERGIES	0088-492-988	0088492988JUL17	08/09/2017	41.40	08/25/2017
100-535321-261 STREETS - LIGHTING	WE ENERGIES	2019-198-266	2019198266AUG17	08/10/2017	37.49	08/25/2017
100-535321-261 STREETS - LIGHTING	WE ENERGIES	3073-922-427	3073922427JUL17	08/09/2017	15.71	08/25/2017
100-535321-261 STREETS - LIGHTING	WE ENERGIES	4067-122-145	4067122145JUL17	08/09/2017	23.13	08/25/2017
100-535321-261 STREETS - LIGHTING	WE ENERGIES	4440-397-780	4440397780JUL17	08/09/2017	38.64	08/25/2017
100-535321-261 STREETS - LIGHTING	WE ENERGIES	5639-265-567	5639265567JUL17	08/09/2017	157.87	08/25/2017
100-535321-261 STREETS - LIGHTING	WE ENERGIES	6438-309-692	6438309692JUL17	08/13/2017	207.75	08/25/2017
100-535321-261 STREETS - LIGHTING	WE ENERGIES	6838-102-431	6838102431JUL17	08/10/2017	239.48	08/25/2017
Total 100535321261:					761.47	
100535321310						
100-535321-310 STREETS - OFF SUPP/POS	CANON FINANCIAL SERVICES,	Contrat No. WI#505ENT-M15-MFD (split)	17660159	08/13/2017	77.73	08/25/2017
Total 100535321310:					77.73	
100555514399						
100-555514-399 SENIOR CITIZENS DONATI	WE ENERGIES	1837-215-399	1737215292JUL17	08/17/2017	35.98	08/25/2017
Total 100555514399:					35.98	
100555551211						
100-555551-211 PARKS - PHYSICALS	TRANS UNION LLC	TRANS UNION LLC (split)	06711728	06/27/2017	13.45	08/25/2017
Total 100555551211:					13.45	
100555551220						
100-555551-220 PARKS - UTILITIES	WE ENERGIES	0235-568-359	0235568359JUL17	08/09/2017	241.63	08/25/2017

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
100-555551-220 PARKS - UTILITIES	WE ENERGIES	1486-453-053	1486453053JUL17	08/10/2017	18.16	08/25/2017
100-555551-220 PARKS - UTILITIES	WE ENERGIES	2625-548-774	2625548774JUL17	08/09/2017	57.26	08/25/2017
100-555551-220 PARKS - UTILITIES	WE ENERGIES	2672-334-997	2672334997JUL17	08/09/2017	159.33	08/25/2017
100-555551-220 PARKS - UTILITIES	WE ENERGIES	3832-053-838	3832053838JUL17	08/06/2017	16.80	08/25/2017
100-555551-220 PARKS - UTILITIES	WE ENERGIES	4278-074-627	4278074627JUL17	08/09/2017	39.11	08/25/2017
100-555551-220 PARKS - UTILITIES	WE ENERGIES	4484-977-713	4484977713AUG17	08/09/2017	70.03	08/25/2017
100-555551-220 PARKS - UTILITIES	WE ENERGIES	5200-062-983	5200062983JUL17	08/09/2017	16.64	08/25/2017
100-555551-220 PARKS - UTILITIES	WE ENERGIES	5276-292-324	5276292324JUL17	08/10/2017	22.17	08/25/2017
Total 10055551220:					641.13	
10055551225						
100-555551-225 PARKS - TELEPHONE	TDS	TDS DPW 262-539-3770 (SPLIT)	262-539-3770 08/17	08/19/2017	40.68	08/25/2017
Total 10055551225:					40.68	
10055551298						
100-555551-298 PARKS - OUTSIDE SERVICE	STOPPENBACH, JIM	Reimbursement- On Target Pest Control	#000112	08/11/2017	110.00	08/25/2017
Total 10055551298:					110.00	
10055551310						
100-555551-310 PARKS - OFFICE SUPP, PO	CANON FINANCIAL SERVICES,	Contrat No. WI#505ENT-M15-MFD (split)	17660159	08/13/2017	17.28	08/25/2017
Total 10055551310:					17.28	
251555511153						
251-555551-153 EMPLOYEE BENEFITS	EMPLOYEE BENEFITS CORPO	EBC LIBRARY	1934109	08/15/2017	2.50	08/25/2017
Total 251555511153:					2.50	
251555511211						
251-555551-211 PHYSICALS	TRANS UNION LLC	TRANS UNION LLC (split)	06711728	06/27/2017	13.79	08/25/2017
Total 251555511211:					13.79	
251555511327						
251-555551-327 MATERIALS	NATIONAL PUBLISHERS GROU	RENEWAL - ENGLISH GARDEN MAGAZINE	2017	08/25/2017	34.98	08/25/2017
251-555551-327 MATERIALS	PUCCINI, JENNIFER	Reimbursement	081617	08/16/2017	38.88	08/25/2017
Total 251555511327:					73.86	
251555511345						
251-555551-345 PROGRAMS	PUCCINI, JENNIFER	Reimbursement	081617	08/16/2017	18.08	08/25/2017
251-555551-345 PROGRAMS	PUCCINI, JENNIFER	Reimbursement - Pizza Hut	081817	08/18/2017	40.40	08/25/2017
Total 251555511345:					58.48	
463565642390						
463-565642-390 DEVELOPERS REBATE	PBJC BURLINGTON TOO, LLC	Final Developer Payment	2017	08/23/2017	113,865.65	08/25/2017
Total 463565642390:					113,865.65	
46555551804						
465-555551-804 PARKS CAPITAL OUTLAY P	TCF EQUIPMENT FINANCE, INC	Mower Financing- Contrat # 008-0658807-300	5165046	08/16/2017	343.28	08/25/2017
Total 46555551804:					343.28	

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
621575740153						
621-575740-153 EMPLOYEE BENEFITS	EMPLOYEE BENEFITS CORPO	EBC WWTP	1934109	08/15/2017	12.50	08/25/2017
Total 621575740153:					12.50	
621575740220						
621-575740-220 WWTP-ELECTRIC	WE ENERGIES	0469-455-267	0469455267AUG17	08/17/2017	148.58	08/25/2017
621-575740-220 WWTP-ELECTRIC	WE ENERGIES	7672-906-685	7672906685JUL17	08/10/2017	245.93	08/25/2017
621-575740-220 WWTP-ELECTRIC	WE ENERGIES	8098-971-449	8098971449AUG17	08/13/2017	39.53	08/25/2017
Total 621575740220:					434.04	
621575740225						
621-575740-225 TELEPHONE	TDS	TDS WWTP 262-539-3646	262-539-3646 07/17	08/14/2017	205.17	08/25/2017
Total 621575740225:					205.17	
621575740310						
621-575740-310 OFFICE SUPPLIES, POSTA	PETTY CASH WWTP	PETTY CASH WWTP POST OFFICE	2017AUG	08/25/2017	98.00	08/25/2017
621-575740-310 OFFICE SUPPLIES, POSTA	TIME WARNER CABLE-MILW	Time Warner WWTP Acct # 702658601	702658601081217	08/12/2017	124.94	08/25/2017
Total 621575740310:					222.94	
622506250000						
622-506250-000 MAINTENANCE-SUPPLIES	AMAZON.COM/GE MONEY	60457 8781 046912 8 (split)	046912 08/17	08/10/2017	379.62	08/25/2017
Total 622506250000:					379.62	
622509040000						
622-509040-000 UNCOLLECTIBLE ACCOUNT	UHEN, THOMAS J	Refund - overpayment thru PSN	19.3172.00	08/17/2017	154.31	08/25/2017
622-509040-000 UNCOLLECTIBLE ACCOUNT	FOX RIVER PLAZA LLC	REFUND OF OVERPMNT - 1058 MILW AV	5.2746.01	08/17/2017	23.44	08/25/2017
622-509040-000 UNCOLLECTIBLE ACCOUNT	LINGAR, HAROLD	REFUND ON OVERPMNT ON FINAL BILL	5.3603.01	08/16/2017	164.65	08/25/2017
Total 622509040000:					342.40	
622509210000						
622-509210-000 OFFICE SUPPLY	TDS	TDS DPW 262-539-3770 (SPLIT)	262-539-3770 08/17	08/19/2017	81.36	08/25/2017
622-509210-000 OFFICE SUPPLY	AMAZON.COM/GE MONEY	60457 8781 046912 8 (split)	046912 08/17	08/10/2017	399.43	08/25/2017
622-509210-000 OFFICE SUPPLY	TIME WARNER CABLE-MILW	Time Warner WWTP Acct # 715297601	715297601080817	08/08/2017	101.65	08/25/2017
622-509210-000 OFFICE SUPPLY	AT & T	414 r24-8901 367 9	414R2489010717	08/10/2017	68.95	08/25/2017
622-509210-000 OFFICE SUPPLY	CANON FINANCIAL SERVICES,	Contrat No. WI#505ENT-M15-MFD (split)	17660159	08/13/2017	77.73	08/25/2017
Total 622509210000:					729.12	
622509260000						
622-509260-000 EMPLOYEE REIMBURSEME	WVWA-SE REGION	WVWA-SE REGION MEETING	091417	08/22/2017	50.00	08/25/2017
Total 622509260000:					50.00	
622509260153						
622-509260-153 EMPLOYEE BENEFITS	EMPLOYEE BENEFITS CORPO	EBC WATER	1934109	08/15/2017	3.76	08/25/2017
Total 622509260153:					3.76	
Grand Totals:					129,273.60	

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

Dated: _____

Motion for Approval by: _____

Motion Seconded by: _____

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
100454540000						
100-454540-000 STREET DEPT	RICHTER'S MARKETPLACE	Richter's Marketplace - DPW(split)	08/24/17DPW	08/24/2017	118.90	
Total 100454540000:					118.90	
100484844000						
100-484844-000 Donations to Police Dept	WE BACK THE BADGE	Yard Signs	4031	05/11/2017	250.00	
Total 100484844000:					250.00	
100515111399						
100-515111-399 CITY COUNCIL - PUBLICATI	SOUTHERN LAKES NEWSPAPE	CUP Hearing 940 S Pine	289413	08/03/2017	57.70	
100-515111-399 CITY COUNCIL - PUBLICATI	SOUTHERN LAKES NEWSPAPE	ZBA Hearing	290280	08/10/2017	59.72	
100-515111-399 CITY COUNCIL - PUBLICATI	SOUTHERN LAKES NEWSPAPE	Legal - BOR	290479	08/10/2017	68.95	
Total 100515111399:					186.37	
100515111800						
100-515111-800 CITY COUNCIL - CAPITAL O	PSG Solutions LLC	Auto Sales Site/MS Consulting	01-2347	07/29/2017	500.00	
Total 100515111800:					500.00	
100515132298						
100-515132-298 ADMIN - CONTRACT SERVI	ACTION FIRE & ALARM INC.	ACTION FIRE & ALARM SERVICE EX	31341	08/11/2017	75.00	
Total 100515132298:					75.00	
100515132310						
100-515132-310 ADMIN - OFF SUPP-POSTA	ALSCO	ALSCO DPW (split) Customer # 074780	IMIL1227912	07/26/2017	2.97	
100-515132-310 ADMIN - OFF SUPP-POSTA	ALSCO	ALSCO DPW (split) Customer # 074780	IMIL1232601	08/09/2017	2.97	
100-515132-310 ADMIN - OFF SUPP-POSTA	ALSCO	ALSCO DPW (split) Customer # 074780	IMIL1234924	08/16/2017	2.97	
100-515132-310 ADMIN - OFF SUPP-POSTA	ALSCO	ALSCO DPW (split) Customer # 074780	IMIL1237210	08/23/2017	2.97	
100-515132-310 ADMIN - OFF SUPP-POSTA	COMPLETE OFFICE OF WISCO	Office Supplies	125455	08/11/2017	11.12	
Total 100515132310:					23.00	
100515132399						
100-515132-399 ADMIN - SUNDRY EXPENSE	RICHTER'S MARKETPLACE	Richter's Marketplace - City Hall	08/10/17CH	08/10/2017	5.85	
100-515132-399 ADMIN - SUNDRY EXPENSE	RICHTER'S MARKETPLACE	Richter's Marketplace - City Hall	08/25/17CH	08/25/2017	5.85	
Total 100515132399:					11.70	
100515132570						
100-515132-570 Disaster Expenditures	GREAT LAKES TV SEAL, INC	Flood - Sanitary & Storm Sewer Inspection	18309	08/11/2017	1,721.45	
100-515132-570 Disaster Expenditures	ASDA ENTERPRISES INC	Flood - Police Department	21783	08/07/2017	4,215.60	
100-515132-570 Disaster Expenditures	JERRY WILLKOMM INC.	Flood	237069	07/13/2017	510.46	
100-515132-570 Disaster Expenditures	KAY PARK RECREATION CORP	flood- Gal Table Frame w/Brace	180034	08/16/2017	1,170.00	
100-515132-570 Disaster Expenditures	MENARDS	FLOOD SUPPLIES	38925	07/20/2017	397.78	
100-515132-570 Disaster Expenditures	REINDERS INC	FLOOD-SEED MIX	2900682-00	08/09/2017	418.00	
100-515132-570 Disaster Expenditures	REINDERS INC	FLOOD-SEED MIX	2900717-00	08/10/2017	437.50	
100-515132-570 Disaster Expenditures	REINEMANS, INC.	FLOOD SUPPLIES	127475	07/14/2017	41.81	
100-515132-570 Disaster Expenditures	REINEMANS, INC.	FLOOD SUPPLIES	127759	07/18/2017	59.33	
100-515132-570 Disaster Expenditures	REINEMANS, INC.	FLOOD SUPPLIES	128211	07/25/2017	94.50	
100-515132-570 Disaster Expenditures	REINEMANS, INC.	FLOOD SUPPLIES	129609	08/17/2017	10.85	
100-515132-570 Disaster Expenditures	ARBOR IMAGES, INC.	Flood - Playground Mix	60432BC	08/08/2017	714.00	
100-515132-570 Disaster Expenditures	MARTIN PETERSEN COMPANY	Flood - replace (2) clear water control systems	PS6839	07/31/2017	4,359.50	
100-515132-570 Disaster Expenditures	DIGICORP	FLOOD- Digidcorp	319379	07/31/2017	15,925.54	
100-515132-570 Disaster Expenditures	DIGICORP	FLOOD- Digidcorp	319401	07/28/2017	13,973.49	
100-515132-570 Disaster Expenditures	DIGICORP	FLOOD- Digidcorp	319408	07/28/2017	6,357.25	

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100-515132-570 Disaster Expenditures	DIGICORP	FLOOD- Digicorp	319409	07/28/2017	10,305.00	
100-515132-570 Disaster Expenditures	DIGICORP	FLOOD- Digicorp	319412	07/28/2017	7,439.20	
100-515132-570 Disaster Expenditures	JOHNS DISPOSAL SERVICE IN	Flood Damage Removal	134250	08/10/2017	16,168.00	
100-515132-570 Disaster Expenditures	SUNBELT RENTALS, INC.	Flood - Rental	71408880-0001	08/09/2017	88.60	
100-515132-570 Disaster Expenditures	SUNBELT RENTALS, INC.	Flood - Rental	71708120-0001	08/22/2017	314.34	
Total 100515132570:					84,722.20	
100515141310						
100-515141-310 FINANCE - OFFICE SUPP/P	RICHTER'S MARKETPLACE	Richter's Marketplace - City Hall	08/24/17CH	08/24/2017	9.45	
Total 100515141310:					9.45	
100525211211						
100-525211-211 POLICE - PHYSICALS	SOUTHERN LAKES NEWSPAPE	AD-POLICE OFFICER	286555 (1)	06/28/2017	77.50	
100-525211-211 POLICE - PHYSICALS	SOUTHERN LAKES NEWSPAPE	AD-POLICE OFFICER	286555 (2)	07/05/2017	77.50	
100-525211-211 POLICE - PHYSICALS	WI CHIEFS OF POLICE ASSOC	WCPA Police Entry Level Exams	080117	08/01/2017	540.50	
Total 100525211211:					695.50	
100525211242						
100-525211-242 POLICE - REPAIR/MTCE EQ	LOIS TIRE SHOP,INC.	tire repair	407300	08/01/2017	122.00	
100-525211-242 POLICE - REPAIR/MTCE EQ	MILLER MOTOR SALES, INC.	2016 Ford Explorer- Repairs	72087	07/18/2017	259.00	
Total 100525211242:					381.00	
100525211244						
100-525211-244 POLICE - REPAIR & MAINT	DIGICORP	Digicorp - Voice Labor	318943	06/30/2017	150.00	
100-525211-244 POLICE - REPAIR & MAINT	DIGICORP	120D Silver Coral Flexset	318981	06/30/2017	355.36	
100-525211-244 POLICE - REPAIR & MAINT	DIGICORP	Digicorp - Service Call	319074	06/30/2017	435.00	
100-525211-244 POLICE - REPAIR & MAINT	APPLIED CONCEPTS, INC.	Ergonomic Remote Control w/Screw Latch	310565	07/11/2017	113.50	
Total 100525211244:					1,053.86	
100525211248						
100-525211-248 POLICE - REP & MAINT BUIL	HALVERSON DOOR LLC.	Commercial Service Call	3214	07/31/2017	292.00	
100-525211-248 POLICE - REP & MAINT BUIL	NATIONAL ELEVATOR INSP, IN	NEIS ROUTINE INSPECTION	0278165	07/11/2017	90.20	
Total 100525211248:					382.20	
100525211299						
100-525211-299 POLICE - SUNDRY CONTRA	MERTEN'S AUTO SERVICE CE	MERTENS AUTO SERVICE TOWING	340642	07/21/2017	100.00	
Total 100525211299:					100.00	
100525211310						
100-525211-310 POLICE - OFF SUPP-POSTA	RICHTER'S MARKETPLACE	Richter's Marketplace - Police Dept	06/07/17PD*	06/07/2017	163.43	
100-525211-310 POLICE - OFF SUPP-POSTA	RICHTER'S MARKETPLACE	Richter's Marketplace - Police Dept	06/07/17PD**	06/07/2017	23.29	
100-525211-310 POLICE - OFF SUPP-POSTA	RICHTER'S MARKETPLACE	Richter's Marketplace - Police Dept	08/10/17PD	08/10/2017	15.34	
100-525211-310 POLICE - OFF SUPP-POSTA	RICHTER'S MARKETPLACE	Richter's Marketplace - Police Dept	08/15/17PD	08/15/2017	5.85	
Total 100525211310:					207.91	
100525211311						
100-525211-311 POLICE - COMP SOFTWARE	DIGITAL ALLY, INC	VuVault Software	1095006	06/23/2017	395.00	
Total 100525211311:					395.00	

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100525211324						
100-525211-324 POLICE - PUBL,SUBSCRIPT	SOUTHERN LAKES NEWSPAPE	Renewal for Acct. No. 13573	13573 2017	08/19/2017	36.00	
Total 100525211324:					36.00	
100525211330						
100-525211-330 POLICE - TRAVEL	STEINIG TAL KENNEL LLC	K9, Pre-training, handler course	1366	06/27/2017	3,000.00	
Total 100525211330:					3,000.00	
100525211344						
100-525211-344 POLICE - JANITOR SUPPLIE	MENARDS	Menards Acct 32120263	40587	08/09/2017	72.49	
100-525211-344 POLICE - JANITOR SUPPLIE	REINEMANS, INC.	Supplies	126506	06/28/2017	25.18	
100-525211-344 POLICE - JANITOR SUPPLIE	REINEMANS, INC.	Supplies	128598	08/01/2017	11.95	
100-525211-344 POLICE - JANITOR SUPPLIE	REINEMANS, INC.	Supplies	128789	08/03/2017	16.77	
100-525211-344 POLICE - JANITOR SUPPLIE	REINEMANS, INC.	Supplies	129192	08/10/2017	24.09	
Total 100525211344:					150.48	
100525211346						
100-525211-346 POLICE - UNIFORM REPAIR	P.F. PETTIBONE & COMPANY	PF PETTIBONE POLICE SUPPLIES	172651	07/19/2017	472.85	
Total 100525211346:					472.85	
100525211347						
100-525211-347 POLICE - FIREARM SUPP/R	REINEMANS, INC.	Supplies	128751	08/02/2017	29.22	
100-525211-347 POLICE - FIREARM SUPP/R	STREICHER'S	STREICHERS POLICE SUPPLIES	11272550	07/24/2017	179.90	
Total 100525211347:					209.12	
100525211381						
100-525211-381 POLICE - INVESTIGATIONS	SIRCHIE FINGER PRINT LAB	SIRCHIE POLICE DEPT SUPPLIES	0310784-IN	07/28/2017	1,368.44	
100-525211-381 POLICE - INVESTIGATIONS	ACL LABORATORIES	ACL LAB POLICE DEPT 30002225-X661	201705-0	06/01/2017	80.40	
Total 100525211381:					1,448.84	
100525220242						
100-525220-242 FIRE - REPAIR & MAINT VE	CLOVER LEAF TRUCK SERVIC	Repairs for 2009 Pierce Engine 925	023157	08/18/2017	493.20	
100-525220-242 FIRE - REPAIR & MAINT VE	LOIS TIRE SHOP,INC.	Remove & Replace Batteys Eng 920	407793	08/09/2017	615.90	
100-525220-242 FIRE - REPAIR & MAINT VE	OTTER SALES & SERVICE, INC.	Vent Fuel Cap	1006119	08/12/2017	55.00	
100-525220-242 FIRE - REPAIR & MAINT VE	BUMPER TO BUMPER BURLING	Low Note U.S.	1-329111	08/10/2017	27.60	
Total 100525220242:					1,191.70	
100525220244						
100-525220-244 FIRE - REPAIR MAINT EQUI	BENDLIN FIRE EQUIP. CO., INC.	MSA - KIT: Replacements	96350	08/10/2017	475.00	
100-525220-244 FIRE - REPAIR MAINT EQUI	ACTION FIRE & ALARM INC.	ACTION FIRE & ALARM SERVICE EX FIRE	31339	08/11/2017	256.00	
100-525220-244 FIRE - REPAIR MAINT EQUI	GEARGRID CORPORATION	LKR-18Wx72HX20D	0014523-IN	08/04/2017	1,398.00	
Total 100525220244:					2,129.00	
100525220248						
100-525220-248 FIRE - REPAIR MAINT BLDG	MENARDS	Acct # 32120264 - Fire House Supplies	41143	08/15/2017	17.49	
Total 100525220248:					17.49	
100525220298						
100-525220-298 FIRE - CONTRACT SERVICE	MALEK & ASSOCIATES CONSU	fire alarm control panel review Mercantile	5636	08/04/2017	165.00	

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
Total 100525220298:					165.00	
100525220310						
100-525220-310 FIRE - OFFICE SUPPLIES	BENDLIN FIRE EQUIP. CO., INC.	Shipping/Freight for Air Quality Test	96373	08/11/2017	8.00	
100-525220-310 FIRE - OFFICE SUPPLIES	COMPLETE OFFICE OF WISCO	Office Supplies	125457	08/11/2017	6.83	
Total 100525220310:					14.83	
100525220389						
100-525220-389 FIRE - PROTECTIVE CLOTH	5 ALARM FIRE AND SAFETY	5 Alarm Fire & Safety - Equipment	169278-1	08/15/2017	1,497.00	
Total 100525220389:					1,497.00	
100525231310						
100-525231-310 BLDG INSP - OPERATING S	COMPLETE OFFICE OF WISCO	Office Supplies	125456	08/11/2017	6.65	
Total 100525231310:					6.65	
100535321157						
100-535321-157 Inservice Training	WI RURAL WATER ASSOCIATIO	Consolidated Safety Permit - Confined Space	3277	08/17/2017	175.95	
Total 100535321157:					175.95	
100535321159						
100-535321-159 STREETS - CLOTHING ALL	ALSCO	ALSCO DPW (split) Customer # 074780	IMIL1227912	07/26/2017	64.67	
100-535321-159 STREETS - CLOTHING ALL	ALSCO	ALSCO DPW (split) Customer # 074780	IMIL1232601	08/09/2017	147.02	
100-535321-159 STREETS - CLOTHING ALL	ALSCO	ALSCO DPW (split) Customer # 074780	IMIL1234924	08/16/2017	70.94	
100-535321-159 STREETS - CLOTHING ALL	ALSCO	ALSCO DPW (split) Customer # 074780	IMIL1237210	08/23/2017	70.94	
Total 100535321159:					353.57	
100535321211						
100-535321-211 STREETS - PHYSICALS	AURORA HEALTH CARE	Acct #600003826 Dexter, Mason	154609267	08/09/2017	50.00	
100-535321-211 STREETS - PHYSICALS	AURORA HEALTH CARE	Acct #600003826 Koch, Thomas	154643464	08/10/2017	50.00	
Total 100535321211:					100.00	
100535321248						
100-535321-248 STREETS REP & MAINT BL	ALSCO	ALSCO DPW (split) Customer # 074781	IMIL1227913	07/26/2017	12.05	
100-535321-248 STREETS REP & MAINT BL	ALSCO	ALSCO DPW (split) Customer # 074781	IMIL1232602	08/09/2017	12.05	
100-535321-248 STREETS REP & MAINT BL	ALSCO	ALSCO DPW (split) Customer # 074781	IMIL1237211	08/23/2017	12.05	
Total 100535321248:					36.15	
100535321298						
100-535321-298 STREETS - CONTRACT SER	DONERITE JANITORIAL SERV I	DONERITE BILLING DPW (split)	3051	08/17/2017	328.00	
Total 100535321298:					328.00	
100535321310						
100-535321-310 STREETS - OFF SUPP/POS	QUILL CORPORATION	QUILL CORP DPW OFFICE SUPPLIES	8994680	08/11/2017	89.28	
Total 100535321310:					89.28	
100535321350						
100-535321-350 STREETS - REP MAINT SUP	HUMPHREY SERVICE & PARTS,	Stock	1151337	08/03/2017	41.58	
100-535321-350 STREETS - REP MAINT SUP	HUMPHREY SERVICE & PARTS,	lite	1151891	08/09/2017	351.90	
100-535321-350 STREETS - REP MAINT SUP	LOIS TIRE SHOP,INC.	LOIS TIRE - Unit 300	408099	08/15/2017	264.00	

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
100-535321-350 STREETS - REP MAINT SUP	LYNCH TRUCK CENTER	Unit 50 parts	218107	08/10/2017	16.70	
100-535321-350 STREETS - REP MAINT SUP	MENARDS	Menards Acct 32120266	41035	08/14/2017	15.78	
100-535321-350 STREETS - REP MAINT SUP	MENARDS	Menards Acct 32120266	41872	08/24/2017	18.84	
Total 100535321350:					708.80	
10055551159						
100-555551-159 PARKS - CLOTHING	ALSCO	ALSCO DPW (split) Customer # 074780	IMIL1227912	07/26/2017	18.81	
100-555551-159 PARKS - CLOTHING	ALSCO	ALSCO DPW (split) Customer # 074780	IMIL1232601	08/09/2017	18.81	
100-555551-159 PARKS - CLOTHING	ALSCO	ALSCO DPW (split) Customer # 074780	IMIL1234924	08/16/2017	18.81	
100-555551-159 PARKS - CLOTHING	ALSCO	ALSCO DPW (split) Customer # 074780	IMIL1237210	08/23/2017	18.81	
Total 10055551159:					75.24	
10055551245						
100-555551-245 CEMETERY GROUNDS & M	ASPHALT CONTRACTORS, INC	Cemetary Paving - City Portion	17245	07/11/2017	3,785.00	
Total 10055551245:					3,785.00	
10055551248						
100-555551-248 PARKS - REPAIR MAINT BL	ALSCO	ALSCO DPW (split) Customer # 074781	IMIL1227913	07/26/2017	6.03	
100-555551-248 PARKS - REPAIR MAINT BL	ALSCO	ALSCO DPW (split) Customer # 074781	IMIL1232602	08/09/2017	6.03	
100-555551-248 PARKS - REPAIR MAINT BL	ALSCO	ALSCO DPW (split) Customer # 074781	IMIL1237211	08/23/2017	6.03	
Total 10055551248:					18.09	
10055551298						
100-555551-298 PARKS - OUTSIDE SERVICE	PATS SERVICES, INC	PATS SANITARY RENTAL BUSHNELL PARK	A-146630	08/08/2017	90.00	
100-555551-298 PARKS - OUTSIDE SERVICE	PATS SERVICES, INC	PATS SANITARY COMPOST SITE	A-146809	08/10/2017	90.00	
100-555551-298 PARKS - OUTSIDE SERVICE	PATS SERVICES, INC	PATS SANITARY RENTAL DEVOR PARK	A-146950	08/14/2017	90.00	
100-555551-298 PARKS - OUTSIDE SERVICE	PATS SERVICES, INC	PATS SANITARY DOG PARK TOILET RENTAL	A-147286	08/19/2017	80.00	
100-555551-298 PARKS - OUTSIDE SERVICE	DONERITE JANITORIAL SERV I	DONERITE BILLING DPW (split)	3051	08/17/2017	164.00	
100-555551-298 PARKS - OUTSIDE SERVICE	WITTE SUPPLY COMPANY	pulverized topsoil yd	63092	08/14/2017	211.50	
Total 10055551298:					725.50	
10055551310						
100-555551-310 PARKS - OFFICE SUPP, PO	RICHTER'S MARKETPLACE	Richter's Marketplace - DPW(split)	08/24/17DPW	08/24/2017	13.18	
Total 10055551310:					13.18	
10055551350						
100-555551-350 PARKS - REPAIR/MTCE SUP	LOIS TIRE SHOP,INC.	LOIS TIRE DPW PARK TRAILER TIRE	407755	08/09/2017	214.88	
100-555551-350 PARKS - REPAIR/MTCE SUP	LOIS TIRE SHOP,INC.	LOIS TIRE - Unit 108	407764	08/09/2017	29.89	
100-555551-350 PARKS - REPAIR/MTCE SUP	LOIS TIRE SHOP,INC.	2017 Co Co	408227	08/17/2017	48.98	
100-555551-350 PARKS - REPAIR/MTCE SUP	REINEMANS, INC.	bldg supplies & repairs	129864	08/22/2017	23.00	
100-555551-350 PARKS - REPAIR/MTCE SUP	OTTO PAAP CO, INC	Recoil	123095	08/23/2017	30.46	
100-555551-350 PARKS - REPAIR/MTCE SUP	OTTO PAAP CO, INC	Otto Paap - Parts for weed trimmers	14274	08/15/2017	349.10	
Total 10055551350:					696.31	
10055561298						
100-555561-298 FORESTRY-CONTRACT SE	STUMP GRINDING 4 LESS, LLC	ground multiple stumps	2367	08/15/2017	906.00	
Total 10055561298:					906.00	
251555511242						
251-555511-242 REPAIR, MAINTENANCE EQ	BRODART COMPANY	Acrylic End Panels	478206	08/22/2017	408.00	

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
Total 251555511242:					408.00	
251555511247						
251-555511-247	REPAIR,MAINTENANCE BUI	BRODART COMPANY	Wood End Panels	0817BR02	08/22/2017	473.28
251-555511-247	REPAIR,MAINTENANCE BUI	MENARDS	Ceiling Tile	40586	08/22/2017	14.98
251-555511-247	REPAIR,MAINTENANCE BUI	REINEMANS, INC.	bldg supplies	129318	08/22/2017	41.14
251-555511-247	REPAIR,MAINTENANCE BUI	VORPAGEL SERVICE INC.	Library Cooling Maintenance	41268	08/22/2017	217.00
251-555511-247	REPAIR,MAINTENANCE BUI	ACTION FIRE & ALARM INC.	ACTION FIRE & ALARM SERVICE EX LIBRARY	31342	08/22/2017	115.50
251-555511-247	REPAIR,MAINTENANCE BUI	OFFICE FURNITURE OPTIONS,	Children's Librarian Desk	118928B	08/22/2017	942.00
Total 251555511247:					1,803.90	
251555511310						
251-555511-310	OFFICE SUPPLIES, POSTA	DEMCO	Tech Services Supplies	6178503	08/22/2017	476.19
251-555511-310	OFFICE SUPPLIES, POSTA	RICHTER'S MARKETPLACE	Richter's Marketplace - Library	072517RM	08/22/2017	15.55
251-555511-310	OFFICE SUPPLIES, POSTA	MINUTEMAN PRESS OF BURLI	magnetic nametag	31949	08/22/2017	18.50
251-555511-310	OFFICE SUPPLIES, POSTA	STAPLES BUSINESS ADVANTA	STAPLES LIBRARY SUPPLIES	3348734004	08/22/2017	63.46
Total 251555511310:					573.70	
251555511318						
251-555511-318	AUTOMATION	AMAZON.COM/GE MONEY	Ipad case screen & data	0817AMAZ4	08/22/2017	31.43
251-555511-318	AUTOMATION	AMAZON.COM/GE MONEY	tv cart	0817AMAZ5	08/22/2017	129.89
Total 251555511318:					161.32	
251555511327						
251-555511-327	MATERIALS	BAKER & TAYLOR	Library Materials	2033070115	08/22/2017	1,758.67
251-555511-327	MATERIALS	BAKER & TAYLOR	Childrens Materials	2033073981	08/22/2017	871.89
251-555511-327	MATERIALS	BAKER & TAYLOR CONT. SERV	LIBRARY MATERIALS	5014645925	08/22/2017	152.46
251-555511-327	MATERIALS	BAKER & TAYLOR CONT. SERV	reference materials	5014653169	08/22/2017	22.46
251-555511-327	MATERIALS	CENTER POINT LARGE PRINT	Large Print Material	1500078	08/22/2017	358.44
251-555511-327	MATERIALS	WI TAXPAYERS ALLIANCE	LIBRARY REFERENCE MATERIALS	0817WTA	08/22/2017	21.95
251-555511-327	MATERIALS	AMAZON.COM/GE MONEY	Materials	0817AMAZ1	08/22/2017	16.63
251-555511-327	MATERIALS	AMAZON.COM/GE MONEY	Childrens Materials	0817AMAZ2	08/22/2017	61.80
251-555511-327	MATERIALS	MIDWEST TAPE, LLC	audiobooks	95289276	08/22/2017	194.95
251-555511-327	MATERIALS	MIDWEST TAPE, LLC	DVD's	95309832	08/22/2017	179.92
251-555511-327	MATERIALS	MIDWEST TAPE, LLC	DVD's	95309834	08/22/2017	113.95
251-555511-327	MATERIALS	FINDAWAY WORLD LLC	Five Playaways	224863	08/22/2017	408.45
Total 251555511327:					4,161.57	
251555511345						
251-555511-345	PROGRAMS	AMAZON.COM/GE MONEY	Early Literacy Supplies	0817AMAZ3	08/22/2017	28.35
Total 251555511345:					28.35	
470535321800						
470-535321-800	Other Streets Projects	WI DEPT OF TRANSPORTATIO	State Project No. 3834-00-02	395-0000049862	08/10/2017	1,324.79
Total 470535321800:					1,324.79	
621575740159						
621-575740-159	CLOTHING ALLOWANCE	ALSCO	ALSCO WWTP (split) Cust # 012230	IMIL1232604	08/09/2017	76.95
621-575740-159	CLOTHING ALLOWANCE	ALSCO	ALSCO WWTP (split) Cust # 012230	IMIL1234926	08/16/2017	76.95
621-575740-159	CLOTHING ALLOWANCE	ALSCO	ALSCO WWTP (split) Cust # 012230	IMIL1237213	08/23/2017	76.95

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
Total 621575740159:					230.85	
621575740211						
621-575740-211	MEDICAL PHYSICALS	AURORA HEALTH CARE	Acct #600003826 Odea, Daniel T	154644031	08/10/2017	75.00
Total 621575740211:					75.00	
621575740240						
621-575740-240	FUEL, OIL AND LUBRICANT	REINEMANS, INC.	Supplies	129252	08/11/2017	27.88
Total 621575740240:					27.88	
621575740244						
621-575740-244	REPAIRS,MAINT EQUIPMEN	L.W. ALLEN, LLC.	Pump Repair	104028	08/14/2017	1,988.72
621-575740-244	REPAIRS,MAINT EQUIPMEN	ALSCO	ALSCO WWTP (split) Cust # 012230	IMIL1232604	08/09/2017	14.91
621-575740-244	REPAIRS,MAINT EQUIPMEN	ALSCO	ALSCO WWTP (split) Cust # 012230	IMIL1234926	08/16/2017	14.91
621-575740-244	REPAIRS,MAINT EQUIPMEN	ALSCO	ALSCO WWTP Cust # 012231 (split)	IMIL1234927	08/16/2017	130.61
621-575740-244	REPAIRS,MAINT EQUIPMEN	ALSCO	ALSCO WWTP (split) Cust # 012230	IMIL1237213	08/23/2017	14.91
621-575740-244	REPAIRS,MAINT EQUIPMEN	REINEMANS, INC.	hardware	129543	08/16/2017	25.12
621-575740-244	REPAIRS,MAINT EQUIPMEN	DONERITE JANITORIAL SERV I	WWTP August Cleaning	3052	08/17/2017	1,200.00
621-575740-244	REPAIRS,MAINT EQUIPMEN	BUMPER TO BUMPER BURLING	parts	1-329038	08/09/2017	95.70
621-575740-244	REPAIRS,MAINT EQUIPMEN	AMSOIL INC	Amsoil - WWTP Supplies	17365847 RI	08/02/2017	1,929.62
Total 621575740244:					5,414.50	
621575740245						
621-575740-245	GROUND IMPROVEMENTS	REINEMANS, INC.	Supplies	129252	08/11/2017	251.96
Total 621575740245:					251.96	
621575740246						
621-575740-246	REPAIRS,MAINT OFF EQUIP	ENERGENECS, INC.	Hach Support	0034492-IN	08/10/2017	2,151.00
Total 621575740246:					2,151.00	
621575740248						
621-575740-248	PLANT OPERATION	MENARDS	Menards Acct 32120265	40198	08/04/2017	93.76
Total 621575740248:					93.76	
621575740249						
621-575740-249	LABORATORY	ALSCO	ALSCO WWTP (split) Cust # 012230	IMIL1232604	08/09/2017	108.00
621-575740-249	LABORATORY	ALSCO	ALSCO WWTP (split) Cust # 012230	IMIL1234926	08/16/2017	5.10
621-575740-249	LABORATORY	ALSCO	ALSCO WWTP Cust # 012231 (split)	IMIL1234927	08/16/2017	90.89
621-575740-249	LABORATORY	ALSCO	ALSCO WWTP (split) Cust # 012230	IMIL1237213	08/23/2017	5.10
621-575740-249	LABORATORY	IDEXX LABORATORIES	Colisure 200T Irradiated	3019633006	08/03/2017	967.10
Total 621575740249:					1,176.19	
621575740253						
621-575740-253	PHOSPHATE REMOVAL	KEMIRA WATER SOLUTIONS	KEMIRA WWTP FERROUS CHLORIDE	9017557305	08/11/2017	2,280.68
Total 621575740253:					2,280.68	
621575740353						
621-575740-353	REPAIR & MAINT LIFT STAT	A TO Z REFRIGERATION	Repairs -AC	94212	08/11/2017	355.55
621-575740-353	REPAIR & MAINT LIFT STAT	MENARDS	Menards Acct 32120265	41100	08/15/2017	129.99

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
Total 621575740353:					485.54	
621575740374						
621-575740-374 SAFETY	WELDERS SUPPLY COMPANY	WELDERS SUPPLY- WWTP	466649	08/07/2017	47.56	
621-575740-374 SAFETY	WI RURAL WATER ASSOCIATIO	Consolidated Safety (split)	3275	08/09/2017	592.56	
621-575740-374 SAFETY	ACTION FIRE & ALARM INC.	ACTION FIRE & ALARM SERVICE EX WWTP	31338	08/11/2017	203.00	
Total 621575740374:					843.12	
622501505000						
622-501505-000 HYDRANT INVENTORY-MAT	HD SUPPLY WATERWORKS, LT	HD Supply - Water Dept	H427676	07/10/2017	2,395.00	
Total 622501505000:					2,395.00	
622506230000						
622-506230-000 SUPPLIES	WELDERS SUPPLY COMPANY	300 CF Reconstituted Air	465939	08/01/2017	48.19	
622-506230-000 SUPPLIES	WELDERS SUPPLY COMPANY	300 CF Reconstituted Air	467194	08/11/2017	48.19	
Total 622506230000:					96.38	
622506250000						
622-506250-000 MAINTENANCE-SUPPLIES	BREEZY HILL NURSERY INC.	BREEZY HILL RED GRANITE	I-207440	08/09/2017	223.55	
Total 622506250000:					223.55	
622506320000						
622-506320-000 OPERATION SUPLIES, EXP	NORTHERN LAKE SERVICE, IN	3rd Quarter DBP	319504	08/16/2017	140.00	
Total 622506320000:					140.00	
622506510000						
622-506510-000 MAINS, WATER BREAKS-SU	WANASEK CORPORATION	HYMAX	7449	08/03/2017	567.54	
Total 622506510000:					567.54	
622506530000						
622-506530-000 METERS, REPAIRS & TESTI	HD SUPPLY WATERWORKS, LT	HD Supply - Water Dept	H629373	08/10/2017	3.82	
Total 622506530000:					3.82	
622509030000						
622-509030-000 OFFICE SUPPLIES	ALSCO	ALSCO DPW - Water Customer #025570	IMIL1232603	08/09/2017	31.46	
622-509030-000 OFFICE SUPPLIES	ALSCO	ALSCO DPW - Water Customer #025570	IMIL1234925	08/16/2017	31.46	
622-509030-000 OFFICE SUPPLIES	ALSCO	ALSCO DPW - Water Customer #025570	IMIL1237212	08/23/2017	31.46	
Total 622509030000:					94.38	
622509210000						
622-509210-000 OFFICE SUPPLY	MINUTEMAN PRESS OF BURLI	Time Cards	32035	08/21/2017	90.47	
Total 622509210000:					90.47	
622509230000						
622-509230-000 OUTSIDE SERVICES	CTW CORPORATION	WELL #8 BOOSTER 2 VFD	24884	07/31/2017	10,019.00	
622-509230-000 OUTSIDE SERVICES	INTERSTATE POWER SYSTEM	inspection & testing on Well 10 generator	R0401010982:01	08/07/2017	275.00	
622-509230-000 OUTSIDE SERVICES	INTERSTATE POWER SYSTEM	inspection & testing on Dunford Dr generator	R041010980:01	08/07/2017	275.00	
622-509230-000 OUTSIDE SERVICES	INTERSTATE POWER SYSTEM	inspection & testing on Liberty Dr generator	R041010981:01	08/07/2017	275.00	

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
Total 622509230000:					10,844.00	
622509250000						
622-509250-000	EDUCATION-SUPPLIES	WI RURAL WATER ASSOCIATIO	Consolidated Safety (split)	3275	296.31	08/09/2017
Total 622509250000:					296.31	
622509330000						
622-509330-000	TRANSPORTATION-SUPPLI	CHICO'S, LLC	spindle assembly	45677	221.55	08/09/2017
Total 622509330000:					221.55	
622509350000						
622-509350-000	GENERAL PLANT-SUPPLIE	ALSCO	ALSCO DPW (split) Customer # 074781	IMIL1227913	12.05	07/26/2017
622-509350-000	GENERAL PLANT-SUPPLIE	ALSCO	ALSCO DPW (split) Customer # 074781	IMIL1232602	12.05	08/09/2017
622-509350-000	GENERAL PLANT-SUPPLIE	ALSCO	ALSCO DPW (split) Customer # 074781	IMIL1237211	12.05	08/23/2017
622-509350-000	GENERAL PLANT-SUPPLIE	MENARDS	Menards Acct 32120265	40097	102.40	08/03/2017
622-509350-000	GENERAL PLANT-SUPPLIE	DONERITE JANITORIAL SERV I	DONERITE BILLING DPW (split)	3051	328.00	08/17/2017
622-509350-000	GENERAL PLANT-SUPPLIE	ACTION FIRE & ALARM INC.	ACTION FIRE & ALARM SERVICE EX WATER	31337	84.50	08/11/2017
Total 622509350000:					551.05	
623575740245						
623-575740-245	REPAIR,MAINTENANCE GR	HUGHES ELECTRIC, INC	Grass Mowing at Airport	11327	616.00	08/21/2017
Total 623575740245:					616.00	
802525211310						
802-525211-310	SUPPLIES FOR DOG/K-9 Uni	MENARDS	Menards Acct 32120263	36431	29.76	06/19/2017
802-525211-310	SUPPLIES FOR DOG/K-9 Uni	MENARDS	Menards Acct 32120263	36567	85.97	06/21/2017
802-525211-310	SUPPLIES FOR DOG/K-9 Uni	LARK UNIFORM OUTFITTERS	Rho Glo Blackinton Badge	248887	135.95	07/27/2017
802-525211-310	SUPPLIES FOR DOG/K-9 Uni	STEINIG TAL KENNEL LLC	K9 SUPPLIES	1358	363.99	03/17/2017
802-525211-310	SUPPLIES FOR DOG/K-9 Uni	ANIMAL WELLNESS CENTER B	Emergency Fee - Zander	194369	492.33	06/15/2017
Total 802525211310:					1,108.00	
Grand Totals:					146,202.28	

Dated: _____

Motion for Approval by: _____

Motion Seconded by: _____



DATE: September 5, 2017

SUBJECT: Licenses & Permits

SUBMITTED BY: Diahnn Halbach, City Clerk

BACKGROUND/HISTORY:

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.

Applicants are as follows:

Anderson, Joel
Burris, Courtney
Doyle, Brian
Fields, James
Hernandez, Blanca
LaMere, Jean
Polep, Tracy
Robinson, Crystal
Rohner, Lauren
Sanders, Nicholas
Simmon, Stephen
Simons, Venus
Stephens, Melissa

BUDGET/FISCAL IMPACT:

Applicants are charged an administrative fee of which a portion of the 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 Council approve the submitted reports.

TIMING/IMPLEMENTATION:

This item is scheduled for consideration at the September 5, 2017 Common Council meeting.



DATE: September 5, 2017

SUBJECT: A PUBLIC HEARING - to hear comments and concerns from the public regarding amending Chapter 315-95, "Noise".

SUBMITTED BY: Megan Watkins, Director of Admin Services

BACKGROUND/HISTORY:

A Public Hearing has been scheduled to hear comments and concerns from the public regarding an amendment to Section 315-95, "Noise".

For approximately two years, the City has been working with Nestle in respect to noise and light pollution stemming from surrounding neighbors. As this complaint was brought to Nestle's attention and per Nestle's protocols they must mitigate the issues in order to be in good standing. Working with Nestle, the City Attorney and Kapur & Associates completed due diligence to compare surrounding municipal ordinances and added Section 315-95 to the City Code.

Section 315-95 of the City of Burlington zoning code imposes certain noise limitations in different zoning categories throughout the City. A review of the current Section 315-95 by City staff and the City Attorney has indicated that it is outdated and not in keeping with the noise limitations and noise enforcement procedures of other communities. The attached new Section 315-95 has been drafted by the City Attorney, with input from other local noise ordinances and similar proposed noise ordinances.

BUDGET/FISCAL IMPACT:

N/A

RECOMMENDATION:

For public comment only.

TIMING/IMPLEMENTATION:

This item is scheduled for public comment on the September 5, 2017 Common Council meeting.

Attachments

Public Hearing Notice

STATE OF WISCONSIN

COUNTY OF RACINE

The Common Council in and for the City of Burlington

**NOTICE OF PUBLIC HEARING
FOR AMENDING THE CODE OF THE CITY OF BURLINGTON**

To Whom It May Concern:

NOTICE is hereby given that the Common Council of the City of Burlington proposes to amend sections of Chapter 315 of the Municipal Code as follows:

- Chapter 315-95 - Section 315-95 of the City of Burlington Code of Municipal Ordinances, entitled "Noise", is deleted and recreated in its entirety.

Chapter 315 of the Municipal Code of the City of Burlington shall be amended as necessary to reflect these changes. All other provisions as contained in Chapter 315 of the Municipal Code of the City of Burlington shall continue and in full force and effect.

NOTICE IS FURTHER GIVEN that a Public Hearing on the above matter will be held by the Common Council in the Council Chambers at the Police Department, 224 East Jefferson St., Burlington on:

**TUESDAY, SEPTEMBER 5, 2017 DURING THE MEETING OF THE
COMMON COUNCIL SCHEDULED TO BEGIN AT 6:30 P.M. OR SHORTLY
THEREAFTER**

to hear any persons objecting to, or in support thereof, on the above mentioned matter.

Dated at Burlington, Wisconsin, this 3rd day of August 2017

Diahm Halbach, City Clerk

*Published in the Burlington Standard Press
August 17 and 24, 2017*



COMMON COUNCIL REGULAR

ITEM NUMBER 13A

DATE: September 5, 2017

SUBJECT: RESOLUTION 4862(20)- authorizing an amendment to the Wisconsin Economic Development Corporation Community Development Investment Grant between the City of Burlington and WIN Properties, LLC.

SUBMITTED BY: Carina Walters, City Administrator

BACKGROUND/HISTORY:

Please see the attached memorandum from Janell Topczewski of the Racine County Economic Development Corporation.

BUDGET/FISCAL IMPACT:

Developer, the City, RCEDC, and the Wisconsin Economic Development Corporation WEDC have arranged for the City to obtain a WEDC CDI Grant in the amount of \$192,883. The CDI Grant consists of funds payable by the WEDC to the City, where as the City then, acting as a financial conduit, reimburses the developer with the CDI Grant funds for eligible costs and expenses incurred by developer in undertaking the Project.

RECOMMENDATION:

RCEDC and City Staff recommend approval of this extension to allow the developer four months (June - October 2017) to complete and finalize the project.

TIMING/IMPLEMENTATION:

This item was discussed at tonight's Committee of the Whole meeting and due to timing, is scheduled for final consideration at the same night Common Council meeting.

Attachments

Res 4862(20) WEDC CDI Grant Amendment
Grant Extension Request
WEDC CDI Grant Agreement

A RESOLUTION AUTHORIZING AN AMENDMENT TO THE WISCONSIN ECONOMIC DEVELOPMENT CORPORATION COMMUNITY DEVELOPMENT INVESTMENT GRANT BETWEEN THE CITY OF BURLINGTON AND WIN PROPERTIES, LLC

WHEREAS, on June 7, 2016, the City of Burlington Common Council pursuant to its Resolution No. 4792(11), authorized the Mayor to execute a Grant Agreement with WIN Properties, LLC (Developer); and,

WHEREAS, the City has obtained a grant award from the Wisconsin Economic Development Corporation (WEDC), Community Development Grant Program ("CDI"); and,

WHEREAS, subject to the benefit set forth herein, the Developer intends to redevelop the Property commercial occupancy (Project); and,

WHEREAS, the City has agreed to administer the grant to assist with the site preparation and project costs attributable to the Project, and further acknowledges that the development of the Project will not occur without the financial assistance to be provided to the Developer; and

WHEREAS, attached hereto is the "First Amendment to the Grant Agreement" that, if approved by the Common Council, will amend the Developer's deadline for the substantial completion of the Project, from the original date of June 30, 2017, to the new date of October 31, 2017.

NOW, BE IT HEREBY RESOLVED that the Common Council of the City of Burlington hereby approves the First Amendment to the Grant Agreement with WIN Properties, LLC extending the substantial completion deadline for the Developer's Project work from the original date of June 30, 2017, to the new date of October 31, 2017, as stated in Article I, Section E of the Grant Agreement.

BE IT FURTHER RESOLVED that the Mayor is authorized to sign the First Amendment to the Grant Agreement with WIN Properties, LLC.

Introduced: September 5, 2017
Adopted:

Jeannie Hefty, Mayor

Attest:

Diahnn Halbach, City Clerk

FIRST AMENDMENT

The "Grant Agreement" attached hereto as Exhibit A is hereby amended as follows:

The substantial completion deadline for the Developer's project work, as stated in Article I, Section E of the Grant Agreement (Exhibit A), is changed from the original date of June 30, 2017 to the new date of October 31, 2017.

The remaining terms and provisions of the Grant Agreement shall remain in full force and effect.

Dated: September _____, 2017

WIN Properties, LLC

CITY OF BURLINGTON

By: _____
Shad Branen, Owner

By: _____
Jeannie Hefty, Mayor

Attest: _____
Diahn Halbach, City Clerk

MEMORANDUM

TO: CITY OF BURLINGTON COMMON COUNCIL

FROM: JANELL TOPCZEWSKI, COMPLIANCE/CLOSING SPECIALIST

RE: WEDC CDI GRANT EXTENSION

DATE: AUGUST 21, 2017

REQUEST

The purpose of this memorandum is to request the City of Burlington Common Council grant an extension of the completion deadline for the development at 425 N. Pine Street from June 30, 2017 to October 31, 2017.

HISTORY

On June 29, 2016 the City of Burlington entered into a Community Development Investment (CDI) grant with the Wisconsin Economic Development Corporation (WEDC) for the redevelopment of 425 N. Pine Street; now known as The Mercantile. By nature of the CDI program the City had to apply and receive the funds to provide to the developer, Shad Branen, to be used for the project. Subsequently, the City entered into a grant agreement with Mr. Branen in June 2016 which outlined the project completion requirements to obtain the funds. Both agreements indicate a project completion date of June 30, 2017.

The Mercantile is nearing completion; however, it had unforeseen delays. These delays were primarily related to additional structural support, HVAC, plumbing, and other costs related to renovating older buildings. Because of these unforeseen delays the project is taking longer to complete than anticipated. The first floor, The Mercantile Hall, is complete, received occupancy, and is open for business. The second floor is nearing completion and has partial occupancy. Final occupancy will be granted once the elevator has been installed which is in process. The lower level is the last section of the building to be completed and will be completed by the end of September.

The extension request is through October 31, 2017 in order to allow Mr. Branen sufficient time to complete the project and compile the paperwork needed for WEDC to provide the grant funds.

SUMMARY

RCEDC staff is recommending Council extend the project completion date in the Grant Agreement from June 30, 2017 to October 31, 2017 in order to retain the WEDC CDI grant funds.



MEMORANDUM

TO: City of Burlington Common Council

FROM: Tina Chitwood, Community Development Manager

DATE: October 20, 2015

SUBJECT: Request to Submit a WEDC CDI Grant Application for 425 N. Pine St. (WIN Properties, LLC, Shad Brannen, Principle)

The purpose of this memo is to request approval from the Council to submit a WI Economic Development Corporation (WEDC) Community Development Investment (CDI) grant application for the downtown redevelopment project being undertaken by WIN Properties, LLC at 425 N. Pine St. Since November 2014 RCEDC has been the City's representative on this project coordinating multiple meetings with the building owner and WEDC community development staff regarding this grant program and the importance of historic preservation, as well as coordinating meetings with WI Historical Society staff regarding the Federal and State Historic Tax Credits programs and we have facilitated discussions with City staff and the Mayor to advance the redevelopment project to be applied for by this grant application.

Following is a summary of the CDI grant application deadlines, eligibility requirements, City expectations and project description for your information.

CDI GRANT INFORMATION

1. Grants support community redevelopment efforts by providing a grant up to 25% of the project costs.
2. Funded projects should lead to measureable benefits in job opportunities, property values and/or leveraged investment by public and private partners. Benefits realized may be in the categories of: job creation, tax base growth and strong commercial/downtown districts.
3. Eligible applicants include municipalities.
4. Match requirement: \$3:1 investment in project costs. [25% of the project costs can be covered by the grant.]
5. Eligible activities: construction, renovation, historic preservation and infrastructure investment.

6. Eligible projects: rehabilitation and reuse of landmark buildings, blight elimination in downtown, historic preservation and high impact community space efforts.
7. Maximum award: \$250,000 per project (one application round in FY 2016).
8. Due date: November 13, 2015
9. Awards announced: Late December 2015 to mid-January 2016.
10. Evaluation criteria:
 - a. Direct economic benefits to the community,
 - b. Extent project will lead to additional development in the area,
 - c. Degree to which public and private partnerships have been developed,
 - d. Degree to which both public and private investment is being generated,
 - e. Extent to which the project compliments previous municipal or regional planning efforts,
 - f. Demonstration that grant funding is needed to fill the financial gap that cannot be met with public and/or private sources,
 - g. Demonstration of firm financial commitments for all sources of project funding,
 - h. "Shovel ready" project (able to proceed if grant award is made),
 - i. Degree to which community wide support for the project has been demonstrated, and
 - j. Project support of best downtown redevelopment practices.
11. The City will be expected to submit semi-annual fiscal and narrative reports based off of information compiled by the property owner until the project is completed. The City will handle grant disbursements.

PROJECT DESCRIPTION

1. Rehabilitation of an 18,000 sq. ft. building ravaged by fire in April 2014 and sitting vacant in the heart of the Downtown Historic Central Business District since that time.
2. First floor to be renovated into two retail storefronts of about 3,000 sq. ft. each, second floor to become office suites, and lower level to become a co-working space. Project also consists of an elevator to access all three floors, shared conference room in the lower level, restroom facilities, fire suppression sprinkler system installed in the entire building and new rear access at the back of the building.
3. One retail tenant and one office tenant have been secured and anticipate occupying the building by June 1, 2016.
4. The goal of the co-working space is to create a space that would serves as the stepping stone between a home office or coffee shop and a permanent location for businesses. The co-working space will be an open-concept space including 4-8 moveable work stations, free Wi-Fi, electrical, large screen TV for teleconferencing, and key fob security system for 24-7 access to the space.

5. Users will sign up as members holding them accountable to their use of the space and providing complete access to the amenities of the space at a fraction of the cost of renting an office in the area. An additional membership level will be offered to provide locked office space for people to rent and keep their belongings in a secure locked office, but still have access to the conference room and other amenities.
6. Small business development programming and resources will be offered by Gateway Technical College, Small Business Development Center, WI Women's Business Initiative Corporation and Racine County Economic Development Corporation. Additional partnerships are being forged with the Burlington High School students and staff in the Future Business Leaders of America program and outreach has been made with Catholic Central High School as well.
7. Overall, the co-working space allows entrepreneurs to reduce their operating costs while providing an environment that encourages collaboration, a great place to network, recruit new talent and eliminates the isolation of working from home or other public spaces.

Without Mr. Brannen's vision to rehabilitate the 425 N. Pine St. building the City would have been left with a missing tooth in the award-winning smile of its historic downtown. The overall project advertises to the community the historical and economic importance of the project.

❖ *The Council is requested to consider the request to submit a WEDC CDI Grant application on behalf of WIN Properties, LLC.*

GRANT AGREEMENT

This agreement (“Agreement”) is made and entered into this _____ day of June, 2016, by and between:

- a) WIN PROPERTIES, LLC, being a Wisconsin limited liability company (hereinafter, the “Developer”), with offices located at 1464 Devon Road, Burlington, Wisconsin 53105; and
- b) 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.

Introduction

Developer owns the following-described parcel of real property (the “Property”):

- a) Street Address: 425 North Pine Street
Burlington, Wisconsin 53105
- b) Tax Parcel No.: 206-03-19-32-400-940

The building located on the Property (the “Building”) is in a state of disrepair, having been damaged in the past by a significant fire. The Building needs to be restored so that it is suitable for commercial occupancy (the “Project”).

Developer, the City, the Racine County Economic Development Corporation (“RCEDC”), and the Wisconsin Economic Development Corporation (“WEDC”) have arranged for the City to obtain a WEDC Community Development Incentive Grant (“CDI Grant”) in the amount of One Hundred Ninety Two Thousand Eight Hundred Eighty Three Dollars

(\$192,883.00). The CDI Grant consists of (i) funds payable by the WEDC to the City, and (ii) the City then, acting as a financial conduit (without the City retaining any of the CDI Grant funds for the City's own use), reimbursing Developer with the CDI Grant funds for eligible costs and expenses incurred by Developer in undertaking the Project.

The City is willing to administer this CDI Grant program, in conformance with the requirements of the WEDC for the same, and both the City and the Developer hereby acknowledge that the Project would not be undertaken by the Developer without the assistance of the CDI Grant being provided by the WEDC to the City for the Project.

The City of Burlington Common Council has authorized the City to enter into this Agreement for the above-stated purposes pursuant to a Resolution, which was adopted by the Common Council on the date of June 7, 2016, at a meeting of the said Common Council duly and lawfully held on that said date.

Agreement

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

2. Duties of the Developer.

A. Developer, at its own cost and expense, and through a contractor(s) preapproved by the City, shall undertake and complete the Project (i) in accordance with the plans and specifications for the Project on file with the City, the RCEDC, and the WEDC, and (ii) in accordance with all applicable governmental statutes, laws, rules, regulations, and ordinances, as well as all directives from the City representatives, including, but not limited to, the City Building Inspector.

B. Developer, at its own cost and expense, shall obtain all licenses, approvals, and permits from the City that may be required by the City for the Project.

C. Developer warrants and represents to the City (and to RCEDC and WEDC) that Developer would not be able to proceed with the Project without the benefit of being eligible for reimbursement of Project costs through the CDI Grant, all as described in this Agreement.

D. For the purposes of this Agreement and Developer's eligibility for reimbursement of Project costs under this CDI Grant program, and notwithstanding that a portion of the Project work has been previously undertaken by Developer, the Project shall be deemed to be commenced on the date of July 1, 2016. Developer is not eligible for reimbursement of any of the Project costs incurred by Developer prior to this commencement date.

E. The Project shall be substantially completed by Developer on or before the date of March 30, 2017, with final completion of the Project on or before the date of June 30, 2017. These deadline dates shall be extended (i) as may be necessary due to any delay(s) experienced beyond the reasonable control of Developer and/or its contractor(s), and/or (ii) as may be otherwise agreed to in writing by the City, with the approval of the City of Burlington Common Council.

F. With respect to any failure of the Developer (and/or its contractor(s) to comply with the provisions of this Agreement, the Developer shall be in default under this Agreement if (i) the City gives to the Developer written notice of such failure of compliance, and (ii) the Developer fails to then cure such failure of compliance within Thirty (30) Days after the date such written notice is actually received by the Developer.

Except for failures of compliance involving the payment of money by the Developer, in the event the failure of compliance is of such a nature that it cannot be reasonably cured within the said 30-day time period, then the Developer shall only be in default if (i) Developer fails to commence a good-faith effort to cure the said failure of compliance within the said 30-day time period, and then (ii) in good faith continues to diligently proceed with the effort to cure the failure of compliance until full compliance is attained. Upon a default by the Developer under this Agreement, and in addition to any other remedies available to the City under the law, Developer shall, upon the request of the City, immediately return to the City all grant monies paid to the Developer by the City under this Agreement.

G. Developer 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) Developer and/or its contractor(s) failing to comply with the provisions of this Agreement.

H. During work on the Project, Developer shall submit to the City written invoices pertaining to the Project costs paid by Developer and for which Developer is eligible for reimbursement under this Agreement with the CDI Grant funds described herein. Along with such invoices, Developer shall also contemporaneously submit to the City, as supporting documents, (i) lien waivers from the contractor(s) for the work in question, and (ii) such other information and/or documents requested by the City and/or

the WEDC. The WEDC documents establishing the terms and provisions of the CDI Grant program, that is the subject of this Agreement, are hereby incorporated herein by reference.

I. Developer may submit to the City its written invoices for reimbursement, as described in above Subparagraph H, upon substantial completion of the Project, or on an interim basis, up to three (3) times, during the work on the Project, for the portion of the work completed.

J. Developer shall, at its own cost and expense, prepare and deliver to the City (and/or to the RCEDC and/or the WEDC) such reports, documents, and information that the City and/or RCEDC and/or WEDC may from time to time request of the Developer regarding the Project and/or the CDI Grant monies described in this Agreement.

K. In the event the City is required, under the CDI Grant program, to refund and return to the WEDC any part or all of the CDI Grant funds paid by the City to Developer under this Agreement, then Developer shall immediately return and pay to the City the said Grant funds in question.

3. Duties of the City.

A. The City shall cooperate with the Developer by reviewing and processing, in the due course of the City's ordinances, policies, and procedures, the Developer's submissions and applications to the City regarding the Project.

B. With respect to the request(s) of the Developer for reimbursement monies for eligible Project costs under the terms of this Agreement, the City shall comply with the rules and regulations of WEDC regarding the same, and shall process the Developer's

reimbursement requests in due course with the City's policies and procedures for the review and approval of the same.

C. The City shall not retain, or use for its own purposes, any of the CDI Grant funds that the City receives from the WEDC. All such CDI Grant funds, to the extent received by the City from the WEDC, shall be transferred and paid to Developer, all in accordance with the terms of this Agreement and/or the WEDC CDI Grant program.

D. Under the terms and provisions of this Agreement, the City shall not be required to pay to the Developer any of the City's own monies or funds for the Project, and/or for any other reason or purpose.

4. No Partnership Created. This Agreement does not create any type of partnership, joint venture, or any other business relationship between the City and Developer regarding the Project. The Developer is solely responsible, at the Developer's own cost and expense, to undertake and complete the Project, and to comply with the terms and provisions of this Agreement and/or the CDI Grant program described herein.

5. Conflict of Interest. No official, officer, or employee of the City during his/her tenure, or for one (1) year thereafter, will have and/or shall have any direct or indirect personal interest in this Agreement or any proceeds thereof.

6. Governing Law and Venue. This Agreement shall be governed, controlled, construed, and interpreted by and under the laws of the State of Wisconsin, without giving effect to its conflict of laws provisions. The venue for any legal action arising under and/or pertaining to this Agreement shall solely and exclusively be Racine County Circuit Court, in Racine County, Wisconsin.

7. Written Notices. Any written notice required under this Agreement shall be sent to the following individuals:

FOR THE DEVELOPER: Mr. Shad A. Branen
1464 Devon Road
Burlington, Wisconsin 53105

Telephone: (262)763-6397, ext. 11
e-mail: shad@winmediainc.com

FOR THE CITY: City Administrator
City of Burlington City Hall
300 North Pine Street
Burlington, Wisconsin 53105

Telephone: (262)342-1161
e-mail: cwalters@burlington-wi.gov

A written notice shall be deemed given to a party to this Agreement:

- a) On the date of personal delivery to the City Administrator and/or Shad Branen; or
- b) On the next business day (Monday-Friday) following the date of the deposit of a written notice in the U.S. Mail by Certified Mail, with postage prepaid thereon; or
- c) On the date of a transmission of a written notice by e-mail to the e-mail addresses noted above (or as later updated by the parties). Any such e-mail sent after 4:00 p.m. CST on a Monday through Thursday shall be deemed sent the next day, and any e-mail sent after 4:00 p.m. CST on a Friday shall be deemed sent the following Monday.
- d) Any dates that are state and/or federal holidays shall be excluded from the calculations contained in above Subsections (b) and (c).

8. Execution of the Agreement. This Agreement may be executed in counterpart, and may be delivered (in addition to personal delivery or by U.S. Mail) by e-mail transmission.

9. Personal Guarantee. Shad Branen, being a member of the Developer, as an inducement to the City to enter into this Agreement, and in consideration of the City doing so, hereby personally guarantees the full and complete performance by Developer of all of the duties and obligations imposed upon Developer under this Agreement. This shall expressly include, but not be limited to, the duty of Developer to return to the City (and/or WEDC and/or RCEDC) all of the CDI Grant monies paid to Developer by the City, if such return is required under the terms of this Agreement and/or the WEDC CDI Grant program.

IN WITNESS WHEREOF, the above-named parties, along with Personal Guarantor Shad A. Branen, have executed this Agreement as of the day and year first above written.

DEVELOPER:
WIN Properties, LLC

By: 
Shad A. Branen
Member

CITY:
City of Burlington, Wisconsin

By: 
Jeanne Hefty
Mayor

PERSONAL GUARANTOR:


Shad A. Branen,
in his individual capacity as the
personal guarantor of Developer

Attest: 
Diahnn Halbach
City Clerk

**COMMUNITY DEVELOPMENT INVESTMENT GRANT AGREEMENT
BETWEEN
THE WISCONSIN ECONOMIC DEVELOPMENT CORPORATION
AND
CITY OF BURLINGTON**

This Agreement is entered into pursuant to Chapter 238 of the Wisconsin Statutes between the Wisconsin Economic Development Corporation (“WEDC”) and City of Burlington (the “Recipient”).

WITNESSETH

WHEREAS, the Recipient has submitted an Application to WEDC, requesting funds from WEDC’s Community Development Investment grant program (“CDI Funds”);

WHEREAS, the Recipient is a city located in Wisconsin;

WHEREAS, WEDC has determined that the Recipient is an eligible recipient of CDI Funds; and

WHEREAS, in reliance upon the Recipient’s Application, WEDC has approved the Recipient for up to One Hundred Ninety-Two Thousand Eight Hundred Eighty-Three Dollars (\$192,883.00) in CDI Funds.

NOW, THEREFORE, for valid consideration, the receipt of which is hereby acknowledged, and in consideration for the promises and covenants in this Agreement, WEDC and the Recipient agree as follows:

1. Definitions. For purposes of this Agreement, the following terms shall have the following meanings:

(a) “Agreement” means this agreement, to include all documents required to be delivered contemporaneously with the execution and delivery of this Agreement, and the attached Exhibits, together with any future amendments executed in compliance with Paragraph 21 of this Agreement.

(b) “Application” means the materials submitted by the Recipient to WEDC relating to this allocation of CDI Funds.

(c) “Approval Date” means the date on which the Recipient may start attributing Eligible Project Costs to the CDI Funds and Matching Funds; specifically, June 8, 2016.

(d) “CDI Funds” means the grant monies the Recipient is eligible to receive from WEDC’s Community Development Investment grant program in accordance with this Agreement.

(e) "Effective Date" means the date on which this Agreement is fully executed by both parties.

(f) "Eligible Project Costs" means costs for which CDI Funds and Matching Funds may be used, as outlined in Paragraph 3(b) of this Agreement, which the Recipient incurs between Approval Date and July 1, 2017.

(g) "Ineligible Costs" means costs for which CDI Funds and Matching Funds may not be used, including costs incurred prior to the Approval Date; in-kind contributions; grant application preparation; professional fees, such as architecture, accounting, or legal fees; financing fees; or debt; permits, performance and payment bonds, or contingencies; acquisition costs; insurance premiums; fees related to compliance with this Agreement; supplies or purchase of moveable equipment; signage or advertising; or developer fees.

(h) "Matching Funds" means non-WEDC funds secured by the Recipient to meet the required 3:1 funding requirement of the CDI Funds under this Agreement. No more than thirty percent (30%) of the Matching Funds may consist of other state and/or federal grants.

(i) "Project" means the Recipient's renovation of the Schuette-Daniels building, in accordance with the Recipient's Application and the terms of this Agreement.

(j) "Project Location" means the site or sites at which the Project will take place, specifically 425 N. Pine Street, Burlington, Wisconsin.

2. **CDI Funds.** Subject to the terms and conditions set forth in this Agreement, and in Wisconsin law, WEDC shall provide to the Recipient a grant of up to One Hundred Ninety-Two Thousand Eight Hundred Eighty-Three and no/100ths Dollars (\$192,883.00) in CDI Funds.

3. **Recipient's Obligations.** The Recipient will:

(a) Complete the Project as contemplated by the Application and in accordance with the terms of this Agreement.

(b) Use the CDI Funds and Matching Funds for Eligible Project Costs incurred between the Approval Date and July 1, 2017, as outlined in the following budget:

Budget Code	Eligible Project Costs	SOURCES					TOTAL
		WEDC CDI FUNDS	Developer Equity	City of Burlington Façade Grant	Bank Loan	City of Burlington TID-RLF Loan	
0385	Building Renovations	\$191,458		\$14,368	\$420,007	\$140,000	\$765,833
	Demolition	\$1,425			\$4,275		\$5,700
	Eligible Project Costs Subtotal	\$192,883		\$14,368	\$424,282	\$140,000	\$771,533
	Other Activities**						
	Property Acquisition	N/A	\$1				\$1
	Other	N/A	\$154,055				\$154,055
	Ineligible Project Costs Subtotal**		\$154,056				\$154,056
	TOTAL	\$192,833	\$154,056	\$14,368	\$424,282	\$140,000	\$925,589

*Costs eligible for grant and matching funds. Matching Funds must equal 578,649.00 in order for the Recipient to obtain the maximum amount of the CDI Funds, and must be documented at a 3:1 rate with requests for disbursement.

** Costs ineligible for CDI or Matching Funds. These costs should be reported as leverage on performance reports.

The amount incurred by the Recipient on each Eligible Project Cost may vary by up to ten percent (10%) of the amount delineated in the table above, provided that the total amount of WEDC CDI Funds will not exceed the amount awarded under this Agreement.

(c) Provide an executed copy of the developer's agreement to WEDC prior to disbursement of any of the CDI Funds.

(d) Secure Matching Funds from non-WEDC sources equal to at least Five Hundred Seventy-Eight Thousand Six Hundred Forty-Nine Dollars (\$578,649.00), to achieve the 3:1 funding requirement of the CDI Funds under this Agreement.

(e) Include acknowledgement of WEDC's financial participation in the Project in any signage at the Project Location.

(f) Provide acknowledgement of WEDC's participation in the Project in any and all planning and feasibility documents related to the Project.

(g) Provide reports to WEDC as further described in Paragraph 5 of this Agreement, in such form as required by WEDC, a sample of which is attached to this Agreement as Exhibit B.

4. Release of Funds. WEDC will release the CDI Funds contemplated by this Agreement to the Recipient on a disbursement basis. The Recipient may request the CDI Funds in one or more disbursements and will be contingent on the following:

(a) The Recipient submitting to WEDC a request for disbursement of funds in such form as required by WEDC, a sample of which is attached to this Agreement as Exhibit A.

(b) The Recipient submitting to WEDC a report detailing the dollar amount and purpose of the Eligible Project Costs included in the request for disbursement as well as the dollar amount and purpose of each expenditure that the Recipient has contributed to the Project since the date of the previous disbursement of CDI Funds.

(c) The Recipient submitting to WEDC documentation of the Eligible Project Costs incurred against the CDI Funds, and the Recipient submitting to WEDC documentation of the Eligible Project Costs incurred against the Matching Funds, in an amount that is 3:1 of the CDI Funds being requested. Such documentation may include, but not be limited to, purchase orders or invoices.

(d) The Recipient must request all CDI Funds no later than September 1, 2017.

5. Reporting. The Recipient shall provide reports to WEDC subject to the following requirements:

(a) Semi-Annual performance reports in such form as required by WEDC, a sample of which is attached to this Agreement as Exhibit B, which shall include a financial overview and

narrative summary on the progress of the Project to date, as well as the following metrics, specific to the Project:

- (i) Job creation;
- (ii) Job retention;
- (iii) Leveraged investment; and
- (iv) Increase in tax base as demonstrated by changes in assessments.

(b) Schedule of Reporting:

PERIOD COVERED	DOCUMENTATION	DUE DATE
See Paragraph 6 Below	Schedule of Expenditures	See Paragraph 6 Below
June 1 – December 31, 2016	Semi-Annual Performance Report	February 1, 2017
January 1 – July 31, 2017	Semi-Annual Performance Report	September 1, 2017

6. Schedule of Expenditures. Consistent with Wis. Stat. § 238.03(3)(a), the Recipient must submit to WEDC, within 120 days after the end of the Recipient’s fiscal year in which any grant or loan funds were expended, a schedule of expenditures of the grant or loan funds, including expenditures of any matching cash or in-kind match, signed by the director or principal officer of the recipient to attest to the accuracy of the schedule of expenditures. The Recipient shall engage an independent certified public accountant to perform procedures, approved by WEDC and consistent with applicable professional standards of the American Institute of Certified Public Accountants, to determine whether the grant or loan funds and any matching cash or in-kind match were expended in accordance with the grant or loan contract. The Recipient must make available for inspection the documents supporting the schedule of expenditures.

7. Event of Default. The occurrence of any one or more of the following events shall constitute an Event of Default for the purposes of this Agreement:

(a) The Recipient ceases the Project within five (5) years of the Effective Date of this Agreement and commences substantially the same economic activity outside of Wisconsin.

(b) The Recipient supplies false or misleading information to WEDC in connection with this Agreement, without providing a satisfactory explanation, in WEDC’s sole discretion, for the noncompliance.

(c) The Recipient fails to comply with or perform, in any material respect, any of its obligations under this Agreement, without providing a satisfactory explanation, in WEDC’s sole discretion, for the noncompliance.

8. Remedies in Event of Default.

(a) Upon the occurrence of any Event of Default, WEDC shall send a written notice of default to the Recipient, setting forth with reasonable specificity the nature of the default. If the Recipient fails to cure any such Event of Default to the reasonable satisfaction of WEDC within thirty (30) calendar days, WEDC may extend the cure period if WEDC determines, in its sole discretion, that the Recipient has begun to cure the Event of Default and diligently pursues such

cure, or, without further written notice to the Recipient, declare the Recipient in default. The cure period shall in no event be extended more than ninety (90) days. In the Event of Default, WEDC shall terminate the Agreement and recover from the Recipient:

- (i) One Hundred percent (100%) of the funds disbursed to the Recipient under this Agreement;
- (ii) All court costs and reasonable attorney's fees incurred by WEDC in terminating the Agreement and recovering the amounts owed by the Recipient under this provision; and
- (iii) A financial penalty of up to one percent (1%) of the CDI Funds.

(b) These amounts shall be paid to WEDC within thirty (30) calendar days of demand by WEDC hereunder. If the Recipient fails to pay these amounts to WEDC as and when due, the Recipient will be liable for the full unpaid balance plus interest at the annual rate of up to twelve percent (12%) from the date of the notice of Event of Default.

(c) Upon an Event of Default, WEDC shall, without further notice withhold remaining disbursements of the CDI Funds.

9. Recipient's Warranties and Representations. In addition to the other provisions of this Agreement, the Recipient hereby warrants and represents to the best of its knowledge that as of the date of this Agreement:

(a) The Recipient is in compliance with all laws, regulations, ordinances and orders of public authorities applicable to it, the violation of which would have a material, adverse effect on the Recipient's ability to perform its obligations under this Agreement.

(b) The undersigned officer of the Recipient is fully authorized to execute and deliver this Agreement on behalf of the Recipient.

(c) In making these warranties and representations, the Recipient has not relied on any information furnished by WEDC.

(d) The Recipient's warranties and representations herein are true and accurate as of the Effective Date of this Agreement, and shall survive the execution thereof.

10. Wisconsin Public Records Law and Confidential Documents. The Recipient understands that this Agreement and other materials submitted to WEDC may constitute public records subject to disclosure under Wisconsin's Public Records Law, §§ 19.31-.39.

11. Additional Requirements.

(a) **Project Records.** The Recipient shall prepare, keep and maintain such records as may be reasonably required by WEDC to validate the Recipient's performance under this Agreement and the performance reports provided to WEDC.

(b) **Inspection.**

- (i) WEDC and its respective agents, shall, upon 48 hours advance written notice to the Recipient, have the right to enter the Recipient's premises, during normal business hours, to inspect the Recipient's operations documentation relating to

this Agreement, provided, however, that such access does not unreasonably disrupt the normal operations of the Recipient.

(ii) The Recipient shall produce for WEDC's inspection, examination, auditing and copying, upon reasonable advance notice, any and all records which relate to this Agreement.

(iii) WEDC reserves the right to conduct a physical site visit of the Project during the term of this Agreement.

(c) **Nondiscrimination in Employment.** Consistent with Wis. Stat. § 16.765: In connection with the performance of work under this contract, Recipient agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in § 51.01(5), sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, Recipient further agrees to take affirmative action to ensure equal employment opportunities. Recipient agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

(d) **Consolidation or Merger.** During the term of this Agreement, the Recipient shall provide written notice to WEDC of any consolidation or merger with or into any other unrelated corporation or business entity.

(c) **Public Announcement.** The Recipient agrees to work with WEDC in making a public announcement of this Agreement.

12. Conflicts. In the event of any conflict between the provisions of this Agreement and any accompanying documents, the terms of this Agreement control.

13. Choice of Law. THIS AGREEMENT AND ALL MATTERS RELATING TO IT OR ARISING FROM IT – WHETHER SOUNDING IN CONTRACT LAW OR OTHERWISE – SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED PURSUANT TO, THE LAWS OF THE STATE OF WISCONSIN.

14. Venue, Jurisdiction. Any judicial action relating to the construction, interpretation, or enforcement of this Agreement, or the recovery of any principal, accrued interest, court costs, attorney's fees and other amounts owed hereunder, shall be brought and venued in the U.S. District Court for the Western District of Wisconsin or the Dane County Circuit Court in Madison, Wisconsin. **EACH PARTY HEREBY CONSENTS AND AGREES TO JURISDICTION IN THOSE WISCONSIN COURTS, AND WAIVES ANY DEFENSES OR OBJECTIONS THAT IT MAY HAVE ON PERSONAL JURISDICTION, IMPROPER VENUE OR FORUM NON CONVENIENS.**

15. Waiver of Right to Jury Trial. EACH PARTY WAIVES ITS RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY JUDICIAL ACTION OR PROCEEDING THAT MAY ARISE BY AND BETWEEN WEDC AND THE RECIPIENT CONCERNING OR RELATING TO THE CONSTRUCTION, INTERPRETATION OR ENFORCEMENT OF THIS AGREEMENT, OR THE RECOVERY OF ANY

PRINCIPAL, ACCRUED INTEREST, COURT COSTS, ATTORNEY'S FEES AND OTHER AMOUNTS THAT MAY BE OWED BY THE RECIPIENT HEREUNDER.

- 16. LIMITATION OF LIABILITY. RECIPIENT HEREBY WAIVES ANY RIGHT IT MAY HAVE TO CLAIM OR RECOVER FROM WEDC ANY SPECIAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL, OR DAMAGES OF ANY OTHER NATURE OTHER THAN ACTUAL DAMAGES INCURRED OR SUFFERED BY RECIPIENT.**
- 17. Severability.** The invalidity of any provision of this Agreement shall not affect the validity of the remaining provisions, which shall remain in full force and effect to govern the parties' relationship.
- 18. WEDC Not a Joint Venturer or Partner.** WEDC shall not, under any circumstances, be considered or represented to be a partner or joint venturer of the Recipient or any beneficiary thereof.
- 19. Captions.** The captions in this Agreement are for convenience of reference only and shall not define or limit any of the terms and conditions set forth herein.
- 20. No Waiver.** No failure or delay on the part of WEDC in exercising any power or right under this Agreement shall operate as a waiver, nor shall any single or partial exercise of any such power or right preclude any other exercise of any other power or right.
- 21. Entire Agreement.** This Agreement embodies the entire agreement of the parties concerning WEDC's and the Recipient's obligations related to the subject of this Agreement. This Agreement may not be amended, modified or altered except in writing signed by the Recipient and WEDC. This Agreement supersedes all prior agreements and understandings between the parties related to the subject matter of this agreement.

IN WITNESS WHEREOF, WEDC and the Recipient have executed and delivered this Agreement effective the date set forth next to WEDC's signature below.

WISCONSIN ECONOMIC DEVELOPMENT CORPORATION

By: Mark R. Hogan 6/29/16
Mark R. Hogan Date
Secretary & CEO

CITY OF BURLINGTON
By: Geannie Hefty 6/29/2016
Robert Miller, Date
Mayor
Geannie Hefty Mayor

Notices to the Recipient hereunder shall be effective upon mailing by first class mail, postage prepaid, and addressed to the following person and address or such other person and address as the Recipient may designate in writing:

City of Burlington
300 Pine Street
Burlington, WI 53105
Attn: Robert Miller

Notices to WEDC hereunder shall be effective upon mailing by first class mail, postage prepaid, and addressed as follows:

Wisconsin Economic Development Corporation
Division of Credit & Risk
P.O. Box 1687
Madison, WI 53701
Attn: Community Development Investment
Contract # CDI FY16-23345



DATE: September 5, 2017

SUBJECT: ORDINANCE 2029(6) - to create a new Section 315-95 of the Municipal Code regarding "Noise".

SUBMITTED BY: Carina Walters, City Administrator

BACKGROUND/HISTORY:

For approximately two years, the City has been working with Nestle's in respect to noise and light pollution stemming from surrounding neighbors.

As this complaint was brought to Nestle's attention and per Nestle's protocols they must mitigate the issues in order to be in good standing.

Working with Nestle's, the City Attorney and Kapur completed due diligence to compare surrounding municipal ordinances and added Section 315-95 to the City Code.

Section 315-95 of the City of Burlington zoning code imposes certain noise limitations in different zoning categories throughout the City. A review of the current Section 315-95 by City staff and the City Attorney has indicated that it is outdated and not in keeping with the noise limitations and noise enforcement procedures of other communities. The attached new Section 315-95 has been drafted by the City Attorney, with input from other local noise ordinances and similar proposed noise ordinances.

The Plan Commission recommended approval of this ordinance at their August 8, 2017 meeting.

BUDGET/FISCAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval of this ordinance.

TIMING/IMPLEMENTATION:

This item was placed on the August 1, 2017 Committee of the Whole agenda and is scheduled for final consideration at the September 5, 2017 Common Council meeting.

Attachments

Ord 2029(6) Noise

**ORDINANCE TO CREATE A NEW SECTION 315-95
OF THE MUNICIPAL CODE REGARDING “NOISE”**

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

Section 1. Section 315-95 of the City of Burlington Code of Municipal Ordinances, entitled “Noise”, is deleted in its entirety, and the following new replacement Section 315-95 is hereby adopted:

Chapter 315

ZONING

§ 315-95. Noise.

- A. Sound Limitation. The maximum allowable hourly average sound level emitted from any stationary sound source shall not exceed the limits set forth in Table 1 when measured at the nearest lot line of premises from which sound complaints are received.

TABLE 1

Land use category	Time	One-hour average sound level (dBA)
Manufacturing Districts and Quarrying/Extractive Districts	Any time	75
Business Districts	Any time	70
All other zoning districts	10:00 p.m.— 7:00 a.m. 7:00 a.m.—10:00 p.m.	55 60

“Average sound level” means a sound level typical of the sound levels observed at a certain place during a given period of time averaged by the general rule of combination for sound levels, such general rule being set forth in ANSI specifications for sound level meters. “Average sound level” is also called “equivalent continuous sound level (Leq).”

- (1) Correction for ambient conditions. Where the ambient sound level influences a measurement at a property boundary, such sound will be accounted for by applying the following correction factors:

TABLE 2

If the ambient sound level is less than the sound source by:	Add the following to the sound limit:
0—1 dBA	3 dBA
2—3 dBA	2 dBA
4—9 dBA	1 dBA

If the ambient sound level is greater than the sound limit, the sound source shall not be allowed to exceed the ambient level.

“Ambient sound level” means the sound pressure level of all-encompassing sounds associated with a given environment, being a composite of many sounds. For the purposes of this chapter, such term is the sound pressure level exceeded 90 percent of the time, based upon a measurement of not less than ten minutes and excluding the alleged offensive sounds.

- (2) Exemptions. The provisions of this Section shall not apply to:
- (a) Any sounds allowed under other provisions of the City of Burlington Code of Municipal Ordinances. This shall expressly include, but not be limited to, sounds allowed under Section 219-3 and/or this Chapter 315 of the Code of Municipal Ordinances (such as, but not limited to, a variance and/or a conditional use permit).
 - (b) Any sounds generated in a manufacturing, business, and/or quarrying/extractive district that do not comply with the sound levels of this ordinance, but which are nonetheless still approved by the City of Burlington Common Council, because the non-compliant sound is, as determined by the Common Council, in its sole and absolute discretion, (i) necessary for the conducting of the lawful activities otherwise allowed on the site in question, but (ii) such non-compliant sound is not reasonably capable of being made compliant for technical and/or economic reasons, and (iii) such non-compliant sound is not contrary to the public safety, health, and welfare of the community. The approval of the Common Council of the non-compliant sound may be subject to such conditions and/or limitations as the Common Council may determine.

B. Method of Measurement.

- (1) Equipment. Sound measurement shall be made with a sound level meter manufactured according to the specifications of the American National Standards Institute, USA Standard Specifications for General Purpose Sound Level Meters and Preferred Center Frequencies for Acoustical Measurements, or any subsequent nationally adopted standards superseding the above standards.
 - (2) Location and interpretation. Sound measurement shall be made at the nearest lot line of premises from which sound complaints are received and shall be made at a height of at least three feet above the ground and at least three feet away from walls, barriers, obstructions or sound reflective surfaces. Where the nature of the sound level permits, the slow response setting shall be used to obtain the sound level on the sound level meter.
- C. Application for Exemption Stays Prosecution. If a person or entity is given a citation in the City of Burlington Municipal Court system for a violation of this ordinance, and if that person/entity so cited applies for an exemption from the said sound violation under above Subsection (2)(b) of this ordinance within Fifteen (15) calendar days after the date of the issued citation, the action in the Municipal Court shall be stayed until the Common Council makes its determination under above Subsection (2)(b). If the Common Council approves the application filed under Subsection (2)(b) for the allowance of the non-compliant sound (whether with or without conditions or limitations), the legal proceeding in the Municipal Court shall then be dismissed.

Section 2. This ordinance shall take effect and be in full force after its passage and publication as required by law.

Introduced: August 1, 2017
Adopted:

Jeannie Hefty, Mayor

Attest:

Diahnn Halbach, City Clerk



DATE: September 5, 2017

SUBJECT: ORDINANCE 2030(7) - to amend Section 219-3 of the Municipal Code regarding "Noise".

SUBMITTED BY: Carina Walters, City Administrator

BACKGROUND/HISTORY:

Section 219-3 is the City's "General Noise" ordinance. The City Attorney has drafted the attached amendment to Section 219-3 so that it is consistent with the provisions of the newly drafted Section 315-95, which is placed on the same agenda.

The Plan Commission recommended approval of this ordinance at their August 8, 2017 meeting.

BUDGET/FISCAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval of the attached text amendment regarding noise.

TIMING/IMPLEMENTATION:

This item is placed on the August 1, 2017 Committee of the Whole agenda and scheduled for final consideration at the August 15, 2017 Common Council meeting.

Attachments

Ord 2030(7) Noise

**ORDINANCE TO AMEND SECTION 219-3
OF THE MUNICIPAL CODE REGARDING “NOISE”**

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

Section 1. Section 219-3 of the City of Burlington Code of Municipal Ordinances, entitled “Specific Exceptions”, is hereby amended as follows:

Chapter 219

NOISE

§ 219-3. Specific Exceptions.

- A. The following sounds are exempt from the prohibitions contained in this noise ordinance.
- (1) Any motor vehicle and/or construction equipment and/or tools operated by (i) a City employee while engaged in a matter of City business, and/or (ii) a contractor and/or its employees performing a municipal public works project approved by the City.
 - (2) Any sounds generated at a public event approved by the City and/or the City Administrator. This shall include, but not be limited to, such events as parades, holiday celebrations, and ChocolateFest.
 - (3) Any sounds generated by activities undertaken during the course of a response to an emergency event.
 - (4) Any sounds generated by trains or aircraft, and/or airport operations.
 - (5) Any sounds generated by refuse and/or recycling collection vehicles.
 - (6) Any sounds allowed under other provisions of the City of Burlington Code of Municipal Ordinances. This shall specifically include, but not be limited to, sounds allowed under Section 315-95 of this Code of Municipal Ordinances.

Section 2. This ordinance shall take effect and be in full force after its passage and publication as required by law.

Introduced: August 1, 2017
Adopted:

Jeannie Hefty, Mayor

Attest:

Diahnn Halbach, City Clerk