



## CITY OF BURLINGTON

Administration Department  
300 N. Pine Street, Burlington, WI, 53105  
(262) 342-1161 - (262) 763-3474 fax  
[www.burlington-wi.gov](http://www.burlington-wi.gov)

### AGENDA COMMITTEE OF THE WHOLE

Tuesday, March 6, 2018

6:30 p.m.

Common Council Chambers, 224 East Jefferson Street

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

**Student Representatives:**

Gabriel King, Burlington High School  
Jack Schoepke, Burlington High School

1. **Call to Order - Roll Call**
2. **Citizen Comments**
3. **Approval of Minutes** (*B. Grandi*)
  - A. Approval of the February 21, 2018 Committee of the Whole meeting minutes.
4. **PRESENTATIONS:** None
5. **DISCUSSION:** None
6. **RESOLUTIONS:**
  - A. **Resolution 4884(42)** dissolving/terminating Tax Incremental Finance (TIF) District Number 3 and authorizing the City Treasurer to distribute excess increment to overlying taxing districts.
  - B. **Resolution 4885(43)** dissolving/terminating Environmental Remediation Tax Incremental Finance (ER TIF) District Number 1 and authorizing the City Treasurer to distribute excess increment to overlying taxing districts.
  - C. **Resolution 4886(44)** to approve a Letter of Engagement with Ehlers, Inc. to provide Tax Incremental District financing services.

- D. **Resolution 4887(45)** accepting a Unanimous Petition for Direct Annexation of 75.06 acres at 6320 S. Pine Street (002-02-19-09-002-000) in the Town of Burlington, Racine County, Wisconsin.
- E. **Resolution 4888(46)** to approve the purchase of pump removal and installation, pipe repair, and variable frequency drive (VFD) and installation at Well 7 from CTW for the not-to-exceed price of \$23,550.
- F. **Resolution 4889(47)** to purchase a chemical feed pump from Energenecs at a cost of \$8,400.00 and phosphorous analyzer from Mulcahy Shaw Water for the Wastewater Treatment Plant at a cost of \$19,244.05, for a total project cost of \$27,644.05.
- G. **Resolution 4890(48)** to adopt the Racine County Hazard Mitigation Plan Update 2017-2021.
- H. **Resolution 4891(49)** to consider approving an amendment to the City of Burlington Fee Schedule.
- 7. **ORDINANCES:** There are none.
- 8. **MOTIONS:** There are none.
- 9. **ADJOURNMENT** (*R. Dawidziak*)

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



**COMMITTEE OF THE WHOLE**

**ITEM NUMBER 3A**

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**DATE:** March 6, 2018

**SUBJECT:** Committee of the Whole Minutes for February 21, 2018.

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

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**BACKGROUND/HISTORY:**

The attached minutes are from the February 21, 2018 Committee of the Whole meeting.

**BUDGET/FISCAL IMPACT:**

N/A

**RECOMMENDATION:**

Staff recommends approval of the attached minutes from the February 21, 2018 Committee of the Whole meeting.

**TIMING/IMPLEMENTATION:**

This item is scheduled for final consideration at the March 6, 2018 Common Council meeting.

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**Attachments**

COW Minutes

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**CITY OF BURLINGTON**  
**Committee of the Whole Minutes**  
**Jeannie Hefty, Mayor**  
**Diahnn Halbach, City Clerk**  
**Wednesday, February 21, 2018**

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

Mayor Hefty called the meeting of the Committee of the Whole meeting to Order on Wednesday, February 21, 2018 at 6:30 p.m. starting with Roll Call. Present: Kott, Johnson, Grandi, Dawidziak, Vos, Schultz, Preusker, Bauman. Excused: None.

Student Representatives Present: Gabriel King, Jack Schoepke. Excused: None.

Also present: City Administrator Carina Walters, City Attorney John Bjelajac, Director of Administrative Services Megan Watkins, Director of Finance Steve DeQuaker, Police Chief Mark Anderson, Fire Chief Alan Babe, Building Inspector Gregory Guidry, and DPW Director Peter Riggs. Also in attendance: Gregory Governatori, Kapur and Associates.

2. **Citizen Comments** - There were none.

3. **Approval of Minutes**

A motion was made by Alderman Grandi with a second by Alderman Preusker to approve the February 6, 2018 Common Council meeting minutes. With all in favor, the motion carried.

4. **DISCUSSION:**

An update from the Chamber of Commerce regarding the Room Tax Report.

Chamber of Commerce Representative Jan Ludtke, shared the 2017 room tax report, along with examples pertaining to room tax funds and the Chambers marketing efforts. Ludtke stated that the Chambers goal is to attract people to the City of Burlington and have them want to spend the night.

Alderman Schultz asked if the Chamber has a way to measure the effectiveness of their advertising. Ludtke replied that they receive verbal feedback, as well as web statistics from business partners and the Chamber's website.

Alderman Schultz asked Steve DeQuaker why the room tax payments vary so much. DeQuaker responded that the revenues are reported quarterly which is based on revenues that the hotel generates. Ludtke added that there is a certain cycle in which activity increases and decreases throughout the year based on the seasons. Jeff VanLysal also added that hotel stays typically slow down in the winter, however, they have been working to improve winter activities in the community in order to draw more business and increase those revenues.

Alderman Kott asked where the On Wisconsin magazines are located. Ludtke responded that they are placed throughout the state at all major tourism spots and visitor centers.

Alderman Grandi inquired as to how the Chamber makes up for the difference in room tax funds received versus the amount of money spent on advertising. Ludtke responded that the Chamber collects money for memberships and they also host several major fundraisers and events throughout the year.

5. **RESOLUTIONS:**

- A. **Resolution 4882(40)** - to approve Task Order Number 106 with Kapur & Associates, Inc. to provide civil engineering services for the complete analysis of the Burlington Manufacturing & Office Park (BMOP) expansion project for the not-to-exceed amount of \$12,000.

Mayor Hefty introduced Resolution 4882(40). DeQuaker reviewed and explained Task Order Number 106 for engineering services for the complete infrastructure analysis regarding the potential Burlington Manufacturing & Office expansion project and TID creation and would be a General Fund expense initially and if a TID were to be created, would be reimbursed with TID dollars. DeQuaker stated that the analysis would include evaluation of routes for sanitary sewer and watermain extensions, evaluation for existing sewer system capacity, review of regional stormwater facilities, estimation of construction costs for comparison and budgeting purposes, and preparation of a report documenting the findings and recommendations.

Alderman Preusker stated that he felt this Task Order was premature to be approving when there hasn't been a discussion about future TID capacity and the only talk about the BMOP expansion was just a discussion about potential residential and manufacturing development, which was a very preliminary plan. DeQuaker responded that without knowing infrastructure costs it would be difficult to evaluate the rest of the project and that this is an initial look at how infrastructure would work with the original plan and where modifications would need to be made. DeQuaker stated that it's important to know infrastructure costs before doing anything else.

- B. **Resolution 4883(41)** - to consider approving a Certified Survey Map for property located at 1088 Hidden Creek Lane.

Mayor Hefty introduced Resolution 4883(41). Gregory Guidry explained that this resolution is for the Springbrook Townhome Phase II project which seeks to address the parking lot and curb spillover. Guidry further stated that this will create two parcels and will consist of on eight-unit, multi-family building directly south of the existing eight-unit multi-family building that abuts Hidden Creek Lane.

6. **ORDINANCES:**

- A. **Ordinance 2032(9)** - to approve amending the Racine County Multi-Jurisdictional Comprehensive Plan 2035 for property located at 100 and 124 S. Dodge Street.

Mayor Hefty introduced Ordinance 2032(9). Guidry explained that per the Comprehensive Plan, this property is listed as "Industrial" and would not be consistent with the requested zoning change from B-1, Neighborhood Business District and M-1, Light Manufacturing District, to B-2, Central Business District; therefore, an amendment from "Industrial" to "Commercial" is necessary. Guidry also stated that this has been approved by the Plan Commission.

- B. **Ordinance 2032(10)** - to approve amending the Racine County Multi-Jurisdictional Comprehensive Plan 2035 to incorporate the Burlington Area Manufacturing & Office Park (BMOP) expansion in the City of Burlington, Wisconsin.

Mayor Hefty introduced Ordinance 2032(10). Megan Watkins explained that upon review of the expansion request, per the Comprehensive Plan, it was determined a plan amendment was required in order to be compliant with the Racine County 2035 Multi-Jurisdictional Comprehensive Plan. Watkins stated that because this is a conceptual master plan, not a development plan, and it is very fluid and will more than likely have more changes, which would require additional amendments. Watkins further stated that this has been approved by the Plan Commission.

- C. **Ordinance 2034(11)** - to amend Chapter 274-9B "Snow and Ice Removal" of the Code of the City of Burlington to eliminate notification by the Police Department.

Mayor Hefty introduced Ordinance 2034(11). Peter Riggs explained that due to the change in dispatch, the initial report of a noncompliant sidewalk has been moved to clerical staff at the Department of Public Works and by removing the Police Department from the inspection process, a redundant inspection is eliminated, officer time is freed up, and the timeline to achieve compliance is improved.

Alderman Schultz asked if non-compliant residents are actually fined. Riggs responded that fines are not applied; however, the resident is notified via letter that they have five days to clear their sidewalks and then if not cleared after five days, they are then invoiced for the snow removal if done by the DPW, which can amount to \$500.

Alderman Vos stated that he felt five days was too much time and that Whitewater allows 48 hours for snow removal and if not done, the DPW clears the snow and immediately invoices the resident.

Student representative Gabriel King inquired as to how the City's snow removal ordinance compares to other cities ordinances. Riggs replied that he could gather this information and present at a future date.

Alderman Bauman suggested to bring this topic up during budget hearings to discuss further process improvements.

7. **MOTIONS:** There are none.

8. **ADJOURNMENT**

A motion was made by Alderman Dawdiziak to adjourn the meeting. With all in favor, the meeting adjourned at 7:05 p.m.

Minutes respectfully submitted by:

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Diahnn C. Halbach  
City Clerk  
City of Burlington



**COMMITTEE OF THE WHOLE**

**ITEM NUMBER 6A**

**DATE:** March 6, 2018

**SUBJECT:** **RESOLUTION 4884(42)** dissolving/terminating Tax Incremental Finance (TIF) District Number 3 and authorizing the City Treasurer to distribute excess increment to overlying taxing districts.

**SUBMITTED BY:** Steven DeQuaker, Finance Director

**BACKGROUND/HISTORY:**

This is the first step in closing Tax Increment Finance District (TID) #3. TID 3 was created on September 29, 1992. Statutory construction period ended on September 29, 2014 and the original projected close date was September 29, 2019.

Additionally, Resolution 4699(33) adopted by the Common Council on November 18, 2014, amended the TID 3 project plan to allow increment sharing with the Environmental Remediation Tax Increment Financing District 1 (ER TID 1).

After review of the increments and expenditures for both ER TID 01 and TID 3 through the 2017 Tax year, Ehlers and staff determined that TID 3, after sharing increment with ER TID 1 to pay off ER TID 01 Debt is able to be closed in 2018.

Final documentation for this closeout will need to be to the State by April 15<sup>th</sup>. A final TID 3 audit will be required within 6 months of the adoption of the TID 3 close resolution.

**BUDGET/FISCAL IMPACT:**

Attached as part of this document is a summary of the Projected Levy Impact on the Close of both ER TID 1 and TID 3. Figures are based on current Statutes governing TIF Districts.

TIF District Values are as follows:

ER TID 01

Base Value: \$1,753,900

2017 Value: \$3,496,400

Increment: \$1,742,500

TID 3:

Base Value: \$131,478,900

2017 Value: \$317,275,500

Increment: \$185,796,600

With the close of TID 3, after increment sharing with ER TID 1, there will be an excess increment of approximately \$900,000 which will be paid out to the taxing jurisdictions based on the percentage of taxes on the 2017 tax bill or as follows (figures are approximate and will be determined by the final TID audit):

Racine County: 14.9% / \$134,100

Gateway Technical College: 3.3% / \$29,700

Burlington School District: 42.3% / \$380,700

City of Burlington: 39.5% / \$355,500

Total Amount: \$900,000

**RECOMMENDATION:**

Staff recommends adoption of this resolution to close TID 3.

**TIMING/IMPLEMENTATION:**

This item is for discussion at the March 6, 2018 Committee of the Whole and for adoption by the Common Council on March 20, 2018.

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**Attachments**

Resolution 4884(42)

ER TID 1 - TID 3 Levy Projections

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**RESOLUTION No. 4884(42)**  
**Introduced by the Committee of the Whole**

**DISSOLVING/TERMINATING TAX INCREMENTAL FINANCE (TIF) DISTRICT NUMBER 3 AND  
AUTHORIZING THE CITY TREASURER TO DISTRIBUTE EXCESS INCREMENT TO  
OVERLYING TAXING DISTRICTS**

**WHEREAS**, the City of Burlington passed a creation resolution creating Tax Incremental District Number 3 on September 29, 1992, and adopted a project plan that year; and,

**WHEREAS**, all TIF District 3 projects were completed in the prescribed allowed time; and,

**WHEREAS**, Environmental Remediation TIF (ER TIF) District 1 and TIF District 3 are allowed to share increment as adopted by Resolution 4699(33) of the Common Council on November 18, 2014; and,

**WHEREAS**, as of the 2017 Tax Roll, payable in 2018, sufficient increment has been collected by TIF District Number 3 to share increment with ER TIF District Number 1 and to cover TIF District 3 and ER TIF District 1 projects costs, and to escrow funds to cover the District's remaining outstanding debt.

**NOW BE IT HEREBY RESOLVED**, that the City of Burlington Common Council does dissolve/terminate TIF District Number 3.

**BE IT FURTHER RESOLVED**, that the City Clerk or City Finance Director Treasurer shall notify the Wisconsin Department of Revenue, within 60 days of this resolution, or prior to the deadline of April 15, 2015, whichever comes first, that the District has been terminated; and

**BE IT FURTHER RESOLVED**, that the City Clerk or Finance Director Treasurer shall sign the required Wisconsin Department of Revenue final accounting form agreeing on a date by which the city shall send final audited information to the Wisconsin Department of Revenue.

**BE IT FURTHER RESOLVED**, that the City Finance Director Treasurer shall distribute any excess increment collected after providing for ongoing expenses of the District, to the affected taxing districts with proportionate shares to be determined by the final audit by the City's Auditor, Sitzberger CPA's.

Introduced: March 6, 2018  
Adopted:

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

Attest:

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

## TID Levy Impact & Value Approximations

### TID 3/ER TID 1 Closeout

1	2017 Levy	\$	6,766,600
2	Less Debt Portion	\$	(874,469)
3	Net Base Levy	\$	5,892,131
4	2017 TID 3/ER TID 1 EQ Value	\$	185,796,600
5	2017 City EQ Value (Incl TID 5)	\$	903,995,500
6	TID % of Value		20.553%
7	50% of TID Value per Statutes		10.276%
8	Dollar Value of Net Levy to be Increased	\$	605,500
9	Projected Net New Construction (NNC)		0.88%
10	Dollar Value of NNC	\$	51,851
11	New 2018 Base Levy	\$	6,549,481
12	Projected Debt Levy	\$	1,300,000
13	2018 Projected Levy	\$	7,849,481

### Projected EQ Value based on above

14	2017 EQ Value (Incl TID 5)	\$	903,995,500
15	Plus Terminated TIDS	\$	185,796,600
16	Pls NNC	\$	7,955,160
17	Total EQ Value	\$	1,097,747,260
18	Projected City MIL Rate 2018	\$	7.15
19	2017 City MIL Rate	\$	9.89
20	Difference	\$	(2.74)

### TID Dollars Available: 2018 Creation

21	2017 TID 5 Value	\$	22,085,500
22	Projected Increase		0.20%
23	New TID 5 Value	\$	22,129,671
24	TID 5 Value % of total 2018 EQ Value		2.016%
25	Statutory TID total % Allowed		12.000%
26	TID Value Available		9.984%
27	NEW TIDs Projected EQ Value	\$	109,600,000

### TID Dollars Available: 2017 Creation

28	2017 TID 5 Value	\$	22,085,500
29	TID 5 Value % of total 2017 EQ Value		2.443%
30	Statutory TID total % Allowed		12.000%
31	TID Value Available		9.557%
32	NEW TIDs Projected EQ Value	\$	86,393,960

From Budget  
From Budget  
From Budget

State Values  
State Values  
Line 4 / Line 5

50% of Line 6  
Line 3 \* Line 7

From FMP  
Line 3 \* line 9

Line 3 + Line 8 + Line 10  
From Debt Worksheet plus additional borrowing DS Estimate  
Line 11 + Line 12

Line 5  
Line 4  
Line 5 \* Line 9  
Line 14 + Line 15+ Line 16

Line 13 / Line 17 \* 1000  
From Tax Calculations from 2017  
Line 18 - Line 19

From State  
Projected Value Increase  
Line 21 + Line 22 % Increase  
Line 23 / Line 17  
Current Statutes  
Line 25 - Line 24  
Line 26 \* Line 17: Net after base subtraction

From State  
Line 28 / Line 17  
Current Statutes  
Line 30 - Line 29  
Line 31 \* Line 17: Net after base subtraction



**COMMITTEE OF THE WHOLE**

**ITEM NUMBER 6B**

**DATE:** March 6, 2018

**SUBJECT:** RESOLUTION 4885(43) dissolving/terminating Environmental Remediation Tax Incremental Finance (ER TIF) District Number 1 and authorizing the City Treasurer to distribute excess increment to overlying taxing districts.

**SUBMITTED BY:** Steven DeQuaker, Finance Director

**BACKGROUND/HISTORY:**

This is the first step in closing Environmental Remediation Tax Incremental Finance District 1 (ER TID 1). TID 3 was created in October 2010 by a project plan amendment to TID 3. This amendment pulled parcels out of TID 3. These parcels needed remediation prior to development. The parcels contain the Parking structure, the Hampton Hotel and the vacant lot next to the parking structure.

Additionally, Resolution 4699(33) adopted by the Common Council on November 18, 2014, amended the TID 3 project plan to allow increment sharing with ER TID 1. There are only 2 parcels being taxed in ER TID 1 - the hotel and the vacant lot.

After review of the increments and expenditures for both ER TID 01 and TID 3 through the 2017 Tax year, staff determined that ER TID 1, after receiving an increment share from TID 3 can pay off its debt and be closed. The original close date for ER TID 1 was projected to be 2018, even though the statutory close date was later than 2018. TID 3, after sharing increment with ER TID 1 there will still be excess increment. ER TID 1 will not have any excess increment.

Final documentation for this closeout will need to be to the State by April 15th. A final ER TID 1 audit will be required within 6 months of the adoption of the ER TID 1 close resolution.

**BUDGET/FISCAL IMPACT:**

ER TID 1 Debt will be paid off with TID 3 increment share. There will be no excess increment. The sheet attached is a duplicate of the levy impact for the close of both TID 3 and ER TID 1.

**RECOMMENDATION:**

Staff recommends adoption of the resolution to close ER TID 1.

**TIMING/IMPLEMENTATION:**

This item is for discussion at the March 6, 2018 Committee of the Whole and for adoption by the Common Council on March 20, 2018.

**Attachments**

- Resolution 4885(43)
- ER TID 1-TID 3 Levy Projections

**RESOLUTION No. 4885(43)**  
**Introduced by the Committee of the Whole**

**DISSOLVING/TERMINATING ENVIRONMENTAL REMEDIATION TAX INCREMENTAL FINANCE  
(ER TIF) DISTRICT NUMBER 1 AND AUTHORIZING THE CITY TREASURER TO DISTRIBUTE  
EXCESS INCREMENT TO OVERLYING TAXING DISTRICTS**

**WHEREAS**, the City of Burlington passed a resolution subtracting property from TIF District 3 and creating Environmental Remediation Tax Incremental District Number 1 on October 5, 2010, and adopted a project plan that year; and,

**WHEREAS**, all ER TIF District Number 1 projects were completed in the prescribed allowed time; and,

**WHEREAS**, Environmental Remediation TIF (ER TIF) District 1 and TIF District 3 are allowed to share increment as adopted by Resolution 4699(33) of the Common Council on November 18, 2014; and,

**WHEREAS**, as of the 2017 Tax Roll, payable in 2018, sufficient increment has been collected by TIF District Number 3 to share increment with ER TIF District Number 1 to cover ER TIF District Number 1 and TIF District 3 projects costs.

**NOW BE IT HEREBY RESOLVED**, that the City of Burlington Common Council does dissolve/terminate ER TIF District Number 1.

**BE IT FURTHER RESOLVED**, that the City Clerk or City Finance Director Treasurer shall notify the Wisconsin Department of Revenue, within 60 days of this resolution, or prior to the deadline of April 15, 2018, whichever comes first, that the District has been terminated; and

**BE IT FURTHER RESOLVED**, that the City Clerk or Finance Director Treasurer shall sign the required Wisconsin Department of Revenue final accounting form agreeing on a date by which the city shall send final audited information to the Wisconsin Department of Revenue.

**BE IT FURTHER RESOLVED**, that the City Finance Director Treasurer shall share increment from TIF 3 with ER TIF 1 to pay off any remaining ER TIF 1 debt via escrow or direct payment and coordinate a final audit of ER TIF 1 to be completed by the City's Auditor, Sitzberger CPA's.

Introduced: March 6, 2018  
Adopted:

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

Attest:

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

## TID Levy Impact & Value Approximations

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### TID Dollars Available: 2017 Creation

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From FMP  
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From Debt Worksheet plus additional borrowing DS Estimate  
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Line 18 - Line 19

From State  
Projected Value Increase  
Line 21 + Line 22 % Increase  
Line 23 / Line 17  
Current Statutes  
Line 25 - Line 24  
Line 26 \* Line 17: Net after base subtraction

From State  
Line 28 / Line 17  
Current Statutes  
Line 30 - Line 29  
Line 31 \* Line 17: Net after base subtraction



**COMMITTEE OF THE WHOLE**

**ITEM NUMBER 6C**

**DATE:** March 6, 2018

**SUBJECT:** **RESOLUTION 4886(44)** to approve a Letter of Engagement with Ehlers, Inc. to provide Tax Incremental District financing services.

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

**BACKGROUND/HISTORY:**

On February 13, 2018, the Plan Commission approved the Comprehensive Plan Amendment for the Burlington Office and Manufacturing Park (BMOP) expansion project, with Council consideration at the March 6, 2018 Common Council meeting. As part of the expansion project, which will include commercial, residential and industrial usage, it is the intent of establishing Tax Incremental District No. 6 (TID 6) to assist with funding the initial public improvements and other financial incentives.

Ehlers, Inc., the City's Municipal Advisor, has been instrumental in assisting the City with the creation, development, financing and management of the City's TIF Districts. Staff has requested that Ehlers assist with the creation of TID 6 and provide the following scope of services in three phases:

**Phase I – Feasibility Analysis**

The purpose of Phase I is to determine whether the Project is a statutorily and economically feasible option to achieve the City's objectives, which includes a feasibility analysis report.

**Phase II – Project Plan Development and Approval**

This phase includes preparation of the Project Plan, and consideration by the Plan Commission, Common Council, and the Joint Review Board.

**Phase III – State Submittal**

This phase includes final review of all file documents, preparation of filing forms, and submission of the base year or amendment packet to the Department of Revenue.

With consideration to the importance of this project as well as being able to utilize a well established working relationship to facilitate the project timeline, Staff is recommending authorization to enter into a service contract with Ehlers in the amount of \$14,500. The scope of services/contract can be found as Attachment A in the corresponding resolution.

**BUDGET/FISCAL IMPACT:**

The projected cost for assistance with the TID 6 creation is \$14,500. The dollars would be paid from the General Fund; however, should a Tax Incremental District (TID) be formed/financed, the Council will need to pass a resolution for reimbursement of TIF dollars to the General Fund.

**RECOMMENDATION:**

City staff has reviewed and recommends approval of a Letter of Engagement with Ehlers, Inc. in the amount of \$14,500 to provide financial assistance with the creation of TID 6.

**TIMING/IMPLEMENTATION:**

This item is for discussion at the March 6, 2018 Committee of the Whole meeting and scheduled for final consideration at the Common Council meeting the same night.

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**Attachments**

Resolution 4486(44)

Ehlers, Inc. Letter of Engagement

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**A RESOLUTION APPROVING A LETTER OF ENGAGEMENT WITH  
EHLERS, INC. TO PROVIDE TAX INCRMENTAL DISTRICT  
FINANCING SERVICES**

**WHEREAS**, the City of Burlington requires professional assistance in the preparation of the amendment and creation of Tax Incremental Districts; and,

**WHEREAS**, Ehlers, Inc. is a qualified Financial Advisory firm that has been providing tax increment assistance and services to municipalities for over forty years, and;

**WHEREAS**, Ehlers, Inc. has previously performed these consulting and filing services for the City of Burlington in a satisfactory and timely manner.

**WHEREAS**, the fee for such services from Ehlers, Inc. will be billed as determined in the attached agreement, attached hereto as Attachment "A".

**NOW, THEREFORE, BE IT RESOLVED** by the Common Council of the City of Burlington, Racine County and Walworth County, State of Wisconsin approves a Letter of Agreement dated January 29, 2018 from James A. Mann, Senior Municipal Advisor and Director of Ehlers, Inc., for assistance in the preparation of the amendment and creation of Tax Incremental Districts, attached hereto as Attachment "A" in the amount of \$14,500 for the Tax Increment District creation.

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

Introduced: March 6, 2018  
Adopted:

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

Attest:

\_\_\_\_\_  
Diahn C. Halbach, City Clerk

January 29, 2018

Steve DeQuaker, Finance Director/Treasurer  
Carina Walters, City Administrator  
City of Burlington, Wisconsin  
300 N Pine St  
Burlington, WI 53105

Re: Written Municipal Advisor Client Disclosure with the City of Burlington (“Client”) for 2018 TID 6 Creation (“Project” Pursuant to MSRB Rule G-42)

Dear Steve and Carina:

As a registered Municipal Advisor, we are required by Municipal Securities Rulemaking Board (MSRB) Rules to provide you with certain written information and disclosures prior to, upon or promptly, after the establishment of a municipal advisory relationship as defined in Securities and Exchange Act Rule 15Ba1-1. To establish our engagement as your Municipal Advisor, we must inform you that:

1. When providing advice, we are required to act in a fiduciary capacity, which includes a duty of loyalty and a duty of care. This means we are required to act solely in your best interest.
2. We have an obligation to fully and fairly disclose to you in writing all material actual or potential conflicts of interest that might impair our ability to render unbiased and competent advice to you. We are providing these and other required disclosures in **Appendix A** attached hereto.
3. As your Municipal Advisor, Ehlers shall provide this advice and service at such fees, as described within **Appendix B** attached hereto.

This documentation and all appendices hereto shall be effective as of its date unless otherwise terminated by either party upon 30 days written notice to the other party.

During the term of our municipal advisory relationship, this writing might be amended or supplemented to reflect any material change or additions.

We look forward to working with you on this Project.

Sincerely,

Ehlers



James A. Mann, CIPMA  
Senior Municipal Advisor/Director

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<sup>1</sup> This document is intended to satisfy the requirements of MSRB Rule G-42(b) and Rule G-42(c).

## Appendix A

### Disclosure of Conflicts of Interest/Other Required Information

#### Actual/Potential Material Conflicts of Interest

Ehlers has no known actual or potential material conflicts of interest that might impair its ability either to render unbiased and competent advice or to fulfill its fiduciary duty to Client.

#### Other Engagements or Relationships Impairing Ability to Provide Advice

Ehlers is not aware of any other engagement or relationship Ehlers has that might impair Ehlers' ability to either render unbiased and competent advice to or to fulfill its fiduciary duty to Client.

#### Affiliated Entities

Ehlers offers related services through two affiliates of Ehlers, Bond Trust Service Corporation (BTSC) and Ehlers Investment Partners (EIP). BTSC provides paying agent services while Ehlers Investment Partners (EIP) provides investment related services and bidding agent service. Ehlers and these affiliates do not share fees. If either service is needed in conjunction with an Ehlers municipal advisory engagement, Client will be asked whether or not they wish to retain either affiliate to provide service. If BTSC or EIP are retained to provide service, a separate agreement with that affiliate will be provided for Client's consideration and approval.

#### Solicitors/Payments Made to Obtain/Retain Client Business

Ehlers does not use solicitors to secure municipal engagements; nor does it make direct or indirect payments to obtain or retain Client business.

#### Payments from Third Parties

Ehlers does not receive any direct or indirect payments from third parties to enlist Ehlers recommendation to the Client of its services, any municipal securities transaction or any financial product.

#### Payments/Fee-splitting Arrangements

Ehlers does not share fees with any other parties and any provider of investments or services to the Client. However, within a joint proposal with other professional service providers, Ehlers could be the contracting party or be a subcontractor to the contracting party resulting in a fee splitting arrangement. In such cases, the fee due Ehlers will be identified in a Municipal Advisor writing and no other fees will be paid to Ehlers from any of the other participating professionals in the joint proposal.

#### Municipal Advisor Registration

Ehlers is registered with the Securities and Exchange Commission (SEC) and Municipal Securities Rulemaking Board (MSRB).

#### Material Legal or Disciplinary Events

Neither Ehlers nor any of its officers or municipal advisors have been involved in any legal or disciplinary events reported on Form MA or MA-I nor are there any other material legal or disciplinary events to be reported. Ehlers' application for permanent registration as a Municipal Advisor with the (SEC) was granted on July 28, 2014 and contained the information prescribed under Section 15B(a)(2) of the Securities and Exchange Act of 1934 and rules thereunder. It did not list any information on legal or disciplinary disclosures.

Client may access Ehlers' most recent Form MA and each most recent Form MA-I by searching the Securities and Exchange Commission's EDGAR system (currently available at <http://www.sec.gov/edgar/searchedgar/companysearch.html>) and searching under either our Company Name (Ehlers & Associates, Inc.) or by using the currently available "Fast Search" function and entering our CIK number (0001604197).

Ehlers has not made any material changes to Form MA or Form MA-I since that date.

#### **Conflicts Arising from Compensation Contingent on the Size or Closing of Any Transaction**

The forms of compensation for municipal advisors vary according to the nature of the engagement and requirements of the client. Compensation contingent on the size of the transaction presents a conflict of interest because the advisor may have an incentive to advise the client to increase the size of the securities issue for the purpose of increasing the advisor's compensation. Compensation contingent on the closing of the transaction presents a conflict because the advisor may have an incentive to recommend unnecessary financings or recommend financings that are disadvantageous to the client. If the transaction is to be delayed or fail to close, an advisor may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

Any form of compensation due a Municipal Advisor will likely present specific conflict of interests with the Client. If a Client is concerned about the conflict arising from Municipal Advisor compensation contingent on size and/or closing of their transaction, Ehlers is willing to discuss and provide another form of Municipal Advisor compensation. The Client must notify Ehlers in writing of this request within 10 days of receipt of this Municipal Advisor writing.

#### **MSRB Contact Information**

The website address of the MSRB is [www.msrb.org](http://www.msrb.org). Posted on the MSRB website is a municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with the financial regulatory authorities.

## Appendix B Tax Incremental Financing Services

### Scope of Service

Client has requested that Ehlers assist Client with the creation of Tax Incremental Finance District 6 (TID 6) (“Project”). Ehlers proposes and agrees to provide the following scope of services:

### Phase I – Feasibility Analysis

The purpose of Phase I is to determine whether the Project is a statutorily and economically feasible option to achieve the Client’s objectives. This phase begins upon your authorization of this engagement, and ends on completion and delivery of a feasibility analysis report. As part of Phase I services, Ehlers will:

- Consult with appropriate Client officials to identify the Client’s objectives for the Project.
- Provide feedback as to the appropriateness of using Tax Incremental Financing in the context of the “but for” test.
- If the Project includes creation of or addition of territory to a district, identify preliminary boundaries and gather parcel data from Client. Determine compliance with the following statutory requirements as applicable:
  - Equalized Value test.
  - Purpose test (industrial, mixed use, blighted area, or in need of rehabilitation or conservation).
  - Newly platted residential land use test.
- Prepare feasibility analysis report. The report will include the following information, as applicable:
  - Identification of the type or types of districts that may be created.
  - A description of the type, maximum life, expenditure period and other features corresponding to the type of district proposed.
  - A summary of the development assumptions used with respect to timing of construction and projected values.
  - Projections of tax increment revenue collections to include annual and cumulative present value calculations.
  - Qualification of the district as a donor or recipient of shared increment, and projected impact of any allocations of shared increment.
  - If debt financing is anticipated, a summary of the sizing, structure and timing of proposed debt issues.
  - A cash flow *pro forma* reflecting annual and cumulative district fund balances and projected year of closure.
  - A draft time table for the Project.

- Identification of how the creation date may affect the district's valuation date, the base value, compliance with the equalized value test, and the ability to capture current year construction values and changes in economic value.
- When warranted, evaluate and compare options with respect to boundaries, type of district, project costs and development levels.
- Ehlers will provide guidance on district design within statutory limits to creatively achieve as many of the Client's objectives as possible, and will provide liaison with State Department of Revenue as needed in the technical evaluation of options.
- Present the results of the feasibility analysis to the Client's staff, Plan Commission or governing body.

## Phase II – Project Plan Development and Approval

If the Client elects to proceed following completion of the feasibility analysis, the Project will move to Phase II. This phase includes preparation of the Project Plan, and consideration by the Plan Commission<sup>1</sup>, governing body, and the Joint Review Board. This phase begins after receiving notification from the Client to proceed, and ends after the Joint Review Board takes action on the Project. As part of Phase II services, Ehlers will:

- Based on the goals and objectives identified in Phase I, prepare a draft Project Plan that includes all statutorily required components.
- We will coordinate with your staff, engineer, planner or other designated party to obtain a map of the proposed boundaries of the district, a map showing existing uses and conditions of real property within the district, and a map showing proposed improvements and uses in the district.
- Submit to the Client an electronic version of the draft Project Plan for initial review and comment.
- Coordinate with Client staff to confirm dates and times for the meetings indicated within the following table. Ehlers will ensure that selected dates meet all statutory timing requirements, and will provide documentation and notices as indicated.

Meeting	Ehlers Responsibility	Client Responsibility
Initial Joint Review Board	<p>Prepare Notice of Meeting and transmit to Client's designated paper.</p> <p>Mail meeting notice, informational materials, and draft Project Plan to overlapping taxing jurisdictions.</p> <p>Provide agenda language to Client.</p> <p>Attend meeting to present draft Project Plan.</p>	<p>Post or publish agenda and provide notification as required by the Wisconsin Open Records Law.</p> <p>Prepare meeting minutes.</p> <p>Designate Client Joint Review Board representative.</p> <p>Identify and recommend Public Joint Review Board representative for appointment.</p>
Plan Commission Public Hearing	<p>Prepare Notice of Public Hearing and transmit to Client's designated paper.</p>	<p>Post or publish agenda and provide notification as required by the Wisconsin Open Records Law.</p>
Plan Commission	<p>Provide agenda language to Client.</p> <p>Attend meeting to present draft Project Plan.</p> <p>Provide approval resolution for Plan Commission consideration.</p>	<p>Post or publish agenda and provide notification as required by the Wisconsin Open Records Law.</p> <p>Distribute Project Plan &amp; resolution to Plan Commission members in advance of meeting.</p> <p>Prepare meeting minutes.</p>
Governing Body Action	<p>Provide agenda language to Client.</p> <p>Attend meeting to present draft Project Plan.</p> <p>Provide approval resolution for governing body consideration.</p>	<p>Post or publish agenda and provide notification as required by the Wisconsin Open Records Law.</p> <p>Provide Project Plan &amp; resolution to governing body members in advance of meeting.</p> <p>Prepare meeting minutes.</p>
Joint Review Board Action	<p>Mail meeting notice and copy of final Project Plan to overlapping taxing jurisdictions.</p> <p>Prepare Notice of Meeting and transmit to Client's designated paper.</p> <p>Provide agenda language to Client.</p> <p>Attend meeting to present final Project Plan.</p> <p>Provide approval resolution for Joint Review Board consideration.</p>	<p>Post or publish agenda and provide notification as required by the Wisconsin Open Records Law.</p> <p>Prepare meeting minutes.</p>

- Throughout the meeting process, provide drafts of the Project Plan and related documents in sufficient quantity for the Client's staff, Plan Commission, governing body and Joint Review Board members.

- Provide advice and updated analysis on the impact of any changes made to the Project Plan throughout the approval process.

### Phase III – State Submittal

This phase includes final review of all file documents, preparation of filing forms, and submission of the base year or amendment packet to the Department of Revenue. This phase begins following approval of the district by the Joint Review Board, and ends with the submission of the base year or amendment packet. As part of Phase III services, Ehlers will:

- Assemble and submit to the Department of Revenue the required base year or amendment packet to include a final Project Plan document containing all required elements and information.
- Provide the Client with an electronic copy of the final Project Plan (and up to 15 bound hard copies if desired).
- Provide the municipal Clerk with a complete electronic and/or hard copy transcript of all materials as submitted to the Department of Revenue for certification.
- Act as a liaison between the Client and the Department of Revenue during the certification process in the event any questions or discrepancies arise.

### Compensation

In return for the services set forth in the “Scope of Service,” Client agrees to compensate Ehlers as follows:

Phase I	\$ 5,700
Phase II	\$ 7,300
Phase III	\$ 1,500
<b>Total</b>	<b>\$ 14,500</b>

### Payment for Services

*For all compensation due to Ehlers, Ehlers will invoice Client for the amount due at the completion of each Phase. Our fees include our normal travel, printing, computer services, and mail/delivery charges. The invoice is due and payable upon receipt by the Client.*

### Client Responsibility

The following expenses are not included in our Scope of Services, and are the responsibility of Client to pay directly:

- Services rendered by Client’s engineers, planners, surveyors, appraisers, assessors, attorneys, auditors and others that may be called on by Client to provide information related to completion of the Project.
- Preparation of maps necessary for inclusion in the Project Plan.

- Preparation of maps necessary for inclusion in the base year or amendment packet.
- Publication charge for the Notice of Public Hearing and Notices of Joint Review Board meetings.
- Legal opinion advising that Project Plan contains all required elements. (Normally provided by municipal attorney).
- Preparation of District metes & bounds description. (Needed in Phase III for creation of new districts, or amendments that add or subtract territory).
- Department of Revenue filing fee and annual administrative fees. The current Department of Revenue fee structure is:

<b>Current Wisconsin Department of Revenue Fee Schedules</b>	
Base Year Packet	\$1,000
Amendment Packet with Territory Addition	\$1,000
Amendment Packet with Territory Subtraction	\$1,000
Base Value Redetermination	\$1,000
Amendment Packet	No Charge
Annual Administrative Fee	\$150



**COMMITTEE OF THE WHOLE**

**ITEM NUMBER 6D**

**DATE:** March 6, 2018

**SUBJECT:** RESOLUTION 4487(45) accepting a Unanimous Petition for Direct Annexation of 75.06 acres at 6320 S. Pine Street (002-02-19-09-002-000) in the Town of Burlington, Racine County, Wisconsin.

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

**BACKGROUND/HISTORY:**

Craig Faust of 6320 S. Pine LLC has submitted a petition for direct annexation for property located at 6320 S. Pine Street. This parcel is adjacent the Reesman parcel within the city on south Pine that is part of the Burlington Office and Manufacturing Park (BMOP) expansion and TID 6 creation project.

The property petitioned for annexation will consist of 75.06 acres and will be temporarily zoned A-1, Agricultural/Holding District. The property owner intends to use the eastern portion of the property as commercial and light industrial, and the western portion of the property as residential/primary corridor, as reflected in the Comprehensive Plan amendment that was approved at the February 21, 2018 Common Council meeting. Permanent and appropriate zoning will be considered by the Plan Commission and Common Council at a future date during the development phase of this property.

The applicant is requesting this annexation in order to have access to municipal water and sewer.

The passage of this resolution is the first step in the annexation process with the Council simply accepting the petition for annexation. The next step will be for the Plan Commission to review the annexation and requested zoning and to make a recommendation to the City Council for consideration.

**BUDGET/FISCAL IMPACT:**

The 2017 Town of Burlington property tax amount for the 75.06 acre parcel was \$3,962.41. Upon approval of the annexation, the City shall pay to the Town of Burlington an amount equal to the Town’s mill rate for Town purposes for the year 2018, multiplied by the City’s assessed value on each taxable property, multiplied by a factor of 100% for taxes collected in 2018, 80% in 2019, 60% in 2020, 40% in 2021, and 20% in 2022, pursuant to the Revenue Sharing Agreement entered into between the Town of Burlington and the City of Burlington as part of the City-Town Agreement.

**RECOMMENDATION:**

Staff recommends acceptance of the Unanimous Petition for Direct Annexation from Craig Faust as part of the overall BMOP expansion/TID creation project.

**TIMING/IMPLEMENTATION:**

This item is for discussion at the March 6, 2018 Committee of the Whole meeting and scheduled for final consideration at the March 20, 2018 Common Council meeting.

**Attachments**

Resolution 4887(45)  
6320 S. Pine Annexation Request

**A RESOLUTION ACCEPTING A UNANIMOUS PETITION FOR DIRECT  
ANNEXATION OF 75.06 ACRES AT 6320 SOUTH PINE STREET (002-02-19-09-002-000)  
IN THE TOWN OF BURLINGTON, RACINE COUNTY, WISCONSIN**

**WHEREAS**, a *Unanimous Petition for Direct Annexation* of the following territory in the Town of Burlington, Racine County, Wisconsin was filed with the City Clerk on February 20, 2018:

BEING PART OF THE SOUTHEAST 1/4, THE NORTHEAST 1/4, AND THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 9, ALSO PART OF THE NORTHWEST 1/4 AND THE SOUTH-WEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 2 NORTH, RANGE 19 EAST OF THE 4TH PRINCIPAL MERIDIAN IN THE TOWNSHIP OF BURLINGTON, COUNTY OF RACINE, STATE OF WISCONSIN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 9; THENCE NORTH 89°06'22" EAST ALONG THE NORTH LINE OF SAID NORTHWEST 1/4 SECTION 2199.63 FEET TO A POINT IN THE WESTERLY LINE OF STATE TRUNK HIGHWAY "83"; THENCE SOUTH 25° 19'37" EAST ALONG SAID WESTERLY LINE 495.23 FEET TO A FOUND IRON ROD; THENCE SOUTH 16°47'47" EAST ALONG SAID WESTERLY LINE 202.24 FEET TO A FOUND IRON ROD; THENCE SOUTH 33°51'28" WEST ALONG SAID WESTERLY LINE, 202.24 FEET TO A FOUND IRON ROD; THENCE SOUTH 25°27'24" EAST ALONG SAID WESTERLY LINE, 400.19 FEET TO A FOUND IRON ROD; THENCE SOUTH 22°08'07" EAST ALONG SAID WESTERLY LINE 199.90 FEET TO A FOUND IRON ROD; THENCE SOUTH 25°02'52" EAST ALONG SAID WESTERLY LINE 671.21 FEET; THENCE SOUTH 88°37'29" WEST 1747.38 FEET; THENCE NORTH 01°38'49" WEST, 668.39 FEET; THENCE SOUTH 88°58'56" WEST, 1311.00 FEET TO THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 9; THENCE NORTH 01°35'45" WEST ALONG SAID WEST LINE, 1327.08 FEET TO THE PLACE OF BEGINNING.

EXCEPTING THEREFROM: LOT 1 OF CERTIFIED SURVEY MAP NO. 2958 AS RECORDED IN VOLUME 9 OF CERTIFIED SURVEY MAPS, PAGES 548-550, DOCUMENT NO. 2231530.

SAID LAND BEING IN THE TOWN OF BURLINGTON, COUNTY OF RACINE AND STATE OF WISCONSIN

Current population of such territory is 0 persons; and,

**WHEREAS**, the City Attorney has investigated said petition and certified to the Common Council that it was signed by all of the owners of real property in assessed value and land area in the above territory, proposed for annexation as of the date of filing the petition and shown on the scale map attached thereto, is contiguous to the City of Burlington and is unincorporated; and,

**NOW, THEREFORE, BE IT RESOLVED** the Common Council of the City of Burlington, Wisconsin, determines that the *Petition for Direct Annexation* of the above-described property is sufficient and legal petition conforming with the requirements of Sec. 66.0217(5) of the Wisconsin State Statutes.

**BE IT FURTHER RESOLVED** in the event that this land is annexed to the City then pursuant to Wis. Stat. ss. 66.0217(14)(a)2., 66.0225 and 66.0305, the City of Burlington shall pay to the Town of Burlington an amount equal to the Town's mill rate for Town purposes for the year 2018, multiplied by the City's assessed value on each taxable property, multiplied by a factor of 100% for taxes collected in 2018, 80% in 2019, 60% in 2020, 40% in 2021, and 20% in 2022, pursuant to the Revenue Sharing Agreement entered into between the Town of Burlington and the City of Burlington as part of the City-Town Agreement.

**BE IT FURTHER RESOLVED** that this petition be forwarded to the Plan Commission for review and recommendation.

**BE IT FURTHER RESOLVED** that the City Clerk is hereby directed to notify the Clerk of the Town of Burlington by personal service or registered mail, return receipt requested, of the *Resolution of Acceptance*.

Introduced: March 6, 2018

Adopted:

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Jeannie Hefty, Mayor

Attest:

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Diahnn Halbach, City Clerk

February 18, 2018

City Clerk Diahnn Halbach  
300 N Pine Street  
Burlington WI 53105

**RE: Annexation of 75.06 acres of Property from the Town of Burlington to the City of Burlington**

Dear Ms. Halbach,

In accordance with Section 66.0225, Wis. Stats., I respectfully submit for your information the enclosed Petition for Direct Annexation by Unanimous Consent filed with the City of Burlington Racine County by 6320 South Pine Street, LLC (property owner) to annex real property located in the Town of Burlington to the City of Burlington.

The Petitioner requests to have the property zoned A-1, Holding District at the time of annexation.

Per Wis. Stats. copies of this notice are provided to:

Clerk Town of Burlington  
Clerk City of Burlington

If you have any questions in regard to this letter or the enclosed petition please call the undersigned at 262-894-2777.

Sincerely,



Craig C. Faust  
Manager  
6320 South Pine Street, LLC

Encl:

Copy of Request for Annexation Review Application WI DOA  
Copy of Petition for Direct Annexation by Unanimous Consent

## PETITION FOR DIRECT ANNEXATION BY UNANIMOUS APPROVAL

BY UNANIMOUS CONSENT OF PROPERTY OWNERS OF TERRITORY LOCATED IN THE TOWN OF BURLINGTON RACINE COUNTY WISCONSIN TO THE CITY OF BURLINGTON RACINE COUNTY WISCONSIN PURSUANT TO SECTION 66.0217 WIS STATS.

THIS PETITION of 6320 South Pine Street, LLC (property owner) hereinafter referred to as Petitioners as the owner of record of real property in the territory sought to be annexed do respectfully state represent and show to the City of Burlington as follows:

1. The Petitioners are the owner of record of the real property in the territory sought to be annexed which property is located contiguous to the City of Burlington in the Town of Burlington Racine County Wisconsin and legally described in Exhibit A herein after Subject Territory.
2. The Petitioners respectfully request all of the Subject Territory contiguous to the City of Burlington Racine County Wisconsin and currently in the Town of Burlington Racine County Wisconsin be annexed to the City of Burlington.
3. Attached hereto as Exhibit B and incorporated herein by reference is a scale map of the subject Territory sought to be annexed.
4. There is 0 electors residing in the Subject Territory sought to be annexed hereunder.
5. The current population of the Subject Territory sought to be annexed hereunder is 0.
6. The Subject Territory is presently zoned 19.79 Acres M-2, and the remaining A-1 & A-2, by the Town of Burlington pursuant to the Town of Burlington and Racine County Ordinance.
7. The Petitioner believes this Petition and the Subject Territory sought to be annexed hereunder meets all legal requirements for annexation and such annexation is in the public interest.

As provided bylaw this Petition Exhibit A Legal Description of Lands to be Annexed and Exhibit B Scaled Annexation map will be filed with the Clerk of the City of Burlington Racine County Wisconsin and also with the Clerk of the Town of Burlington Racine County Wisconsin.

We, the undersigned, constituting all of the owners of the real property, and all of the electors residing in, the following territory of the Town of Burlington, Racine County, Wisconsin, lying contiguous with the City of Burlington to annex the territory described below and shown on the attached scale map to the City of Burlington, Racine County, Wisconsin.

We, the undersigned, elect that this annexation shall take effect to the full extent consistent with outstanding priorities of other annexation, incorporation or consolidation proceedings, if any.

Signature of Petitioner	Date of Signing	Owner/Elector	Address or Description of Property
1. 	2/18/18	6320 South Pine Street, LLC	6320 South Pine Street, 75.06 Acres
2.			

**EXHIBIT A: LEGAL DESCRIPTION OF LAND TO BE ANNEXED**

**Location of Property/Legal Description**

**"BEING PART OF THE SOUTHEAST 1/4, THE NORTHEAST 1/4, AND THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 9, ALSO PART OF THE NORTHWEST 1/4 AND THE SOUTH-WEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 2 NORTH, RANGE 19 EAST OF THE 4TH PRINCIPAL MERIDIAN IN THE TOWNSHIP OF BURLINGTON, COUNTY OF RACINE, STATE OF WISCONSIN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 9; THENCE NORTH 89°06'22" EAST ALONG THE NORTH LINE OF SAID NORTHWEST 1/4 SECTION 2199.63 FEET TO A POINT IN THE WESTERLY LINE OF STATE TRUNK HIGHWAY "83"; THENCE SOUTH 25° 19'37" EAST ALONG SAID WESTERLY LINE 495.23 FEET TO A FOUND IRON ROD; THENCE SOUTH 16°47'47" EAST ALONG SAID WESTERLY LINE 202.24 FEET TO A FOUND IRON ROD; THENCE SOUTH 33°51'28" WEST ALONG SAID WESTERLY LINE, 202.24 FEET TO A FOUND IRON ROD; THENCE SOUTH 25°27'24" EAST ALONG SAID WESTERLY LINE, 400.19 FEET TO A FOUND IRON ROD; THENCE SOUTH 22°08'07" EAST ALONG SAID WESTERLY LINE 199.90 FEET TO A FOUND IRON ROD; THENCE SOUTH 25°02'52" EAST ALONG SAID WESTERLY LINE 671.21 FEET; THENCE SOUTH 88°37'29" WEST 1747.38 FEET; THENCE NORTH 01°38'49" WEST, 668.39 FEET; THENCE SOUTH 88°58'56" WEST, 1311.00 FEET TO THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 9; THENCE NORTH 01°35'45" WEST ALONG SAID WEST LINE, 1327.08 FEET TO THE PLACE OF BEGINNING.**

**EXCEPTING THEREFROM: LOT 1 OF CERTIFIED SURVEY MAP NO. 2958 AS RECORDED IN VOLUME 9 OF CERTIFIED SURVEY MAPS, PAGES 548-550, DOCUMENT NO. 2231530.**

**SAID LAND BEING IN THE TOWN OF BURLINGTON, COUNTY OF RACINE AND STATE OF WISCONSIN".**

**EXHIBIT B: PLAT OF SURVEY**



**EXHIBIT C: PURPOSE OF ANNEXATION**

**6320 South Pine Street, LLC  
PO Box 365  
Burlington, WI 53105**

**Tax Key Number: 002 021909002000**

**Intent**

The intent of this petition is to connect to municipal sewer and water services.

**Number of Electors: 0**

**Approximate Value:** Land \$232,000 Improvements \$12,500

**Present Land Use:**      Undeveloped 100%      Commercial \_\_\_\_\_%      Industrial \_\_\_\_\_%  
                                 Residential \_\_\_\_\_%      Recreational \_\_\_\_\_%

**Anticipated Land Use:**      Undeveloped 25%      Commercial \_\_\_\_\_%      Industrial 25%  
                                 Residential 50%      Recreational \_\_\_\_\_%



**DATE:** March 6, 2018

**SUBJECT:** **RESOLUTION 4888(46)** to approve the purchase of pump removal and installation, pipe repair, and variable frequency drive (VFD) and installation at Well 7 from CTW for the not-to-exceed price of \$23,550.

**SUBMITTED BY:** Peter Riggs, Director of Public Works

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**BACKGROUND/HISTORY:**

Through careful monitoring of pump effectiveness and electrical consumption, Water Utility staff discovered an issue with the pump at Well #7. Since the flood there has been a marked decrease in pump efficiency. This has resulted in increased electrical costs per gallon of water pumped. Well #7 was under a heavy load during the flood which has led to this decrease in efficiency.

To resolve the issue we need to take Well #7 and the Origen Street Water Tower out of service, pull the inefficient pump, and replace it with a pump already owned by the Utility.

While the well and tower are out of service, it would be an opportune time to replace the motor starter with a variable frequency drive (VFD). The Utility has been steadily replacing motor starters with VFDs as they are more efficient and yield considerable reductions in electric consumption. VFDs are also eligible for Focus on Energy grant funding.

This project is time sensitive as Well #7 and the Origen Street Water Tower are important assets in our water system. Winter is a low usage period when taking these assets out of service will result in the least amount of impact on the system.

**BUDGET/FISCAL IMPACT:**

We received quotes from three responsible providers. The lowest responsible cost for the project is \$23,550 from CTW. Additional detail can be found in the attached quote submittals. The project has two separate components and corresponding appropriate sources of funding. The \$9,300 pump replacement expense is directly related to wear and tear experienced while under heavy use during the flood. This portion of the project should be paid with dollars borrowed for flood related expenses. The VFD purchase and installation will cost \$14,250. This expense is not related to the flood but is a proactive upgrade to the system that can happen while the well is out of service for the pump replacement. The cost of the VFD purchase and installation will be funded by the Water Utility Capital account. The cost of the VFD will be defrayed with a \$7,125 Focus on Energy grant. In addition, the VFD is expected to decrease electric usage resulting in ongoing operational cost savings. These savings are estimated to be 5% of current electrical consumption, approximately \$2,951.20 per year. The \$7,125 net cost of the VFD will be paid back in 2.4 years through reduced electrical consumption. The VFD has an expected useful life of 20 years, resulting in a savings of \$51,899 over its useful life.

**RECOMMENDATION:**

This project is necessary to correct inefficient pumpage resulting from the increased usage during the flood. In coordination with the required shut down of the well and tower, we can install a VFD. The VFD will yield annual cost savings by reducing electrical consumption and has an expected payback period of 2.4 years. Staff recommends authorizing the expenditure of funds not to exceed \$23,550 for CTW to perform pump replacement, purchase and installation of a VFD at Well #7.

**TIMING/IMPLEMENTATION:**

This item is presented for discussion at the March 6, 2018 Committee of the Whole and, due to timing constraints, is also scheduled for consideration at the same evening Common Council meeting.

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**Attachments**

Resolution 4888(46)

Quotes for Well 7 Pump and VFD

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**A RESOLUTION APPROVING THE PURCHASE OF PUMP REMOVAL AND  
INSTALLATION, PIPE REPAIR, AND VARIABLE FREQUENCY DRIVE (VFD) AND  
INSTALLATION AT WELL NUMBER SEVEN FROM CTW FOR A NOT-TO-EXCEED PRICE  
OF \$23,550**

**WHEREAS**, on June 1, 2004 the Common Council did approve Resolution 3812(18), a Resolution Adopting a Purchasing Policy for the City of Burlington and on May 16, 2006 approved Resolution 4015(3), updating such Purchase Policy; and,

**WHEREAS**, the Purchasing Policy requires that all non-construction related Budget Items requiring expenditures of \$15,000 or more be reviewed and pre-approved by the Common Council; and,

**WHEREAS**, the Council may direct, at its discretion, that the item is to be bid in the same manner as construction contracts, or that it is to be combined with or included in another governmental bid, but shall not be required to do so; and,

**WHEREAS**, the Water Utility has determined the pump at Well #7 has lost efficiency due to increased usage during the flood of 2017 which has resulted in increased operational expenses; and,

**WHEREAS**, Variable Frequency Drives have demonstrated reductions in operational expenses in similar applications and can be installed during the same downtime as the pump replacement activities; and,

**WHEREAS**, the reduction of operational costs are a goal for the Water Utility, the Department of Public Works and the City of Burlington; and,

**WHEREAS**, the Department of Public Works requested proposals for the pump removal and installation, pipe repair, and VFD purchase and installation; and,

**WHEREAS**, the purchase of pump removal and installation, pipe repair, and VFD purchase and installation from CTW for the not-to-exceed amount of \$23,550 has been recommended by the Water Utility Foreman and Director of Public Works.

**NOW, THEREFORE, BE IT RESOLVED** that the Common Council of the City of Burlington that the purchase of the aforementioned pumps is hereby approved for the total amount of \$23,550.

Introduced: March 6, 2018  
Adopted:

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

Attest:

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

# The Cahoy Group

Cahoy Pump Service

**Well And Pump Service**  
Municipal • Industrial • Environmental

**Great Lakes Water Resources Group**  
(an affiliate)

February 22, 2018

City of Burlington Water Utility  
2200 South Pine Street  
Burlington, WI 53105

Attn: Mr. Glenn Harjes, Utility Foreman  
RE : Well No. 7

Greetings Glenn:

We are pleased to provide you with the following proposal for your review and consideration:

#	DESCRIPTION	U	Q	UNIT PRICE	TOTAL PRICE
1	Mobilize to site, conduct vibration test, conduct flow test through system, remove pumping equipment, & conduct field inspection of pumping equipment with Owner's Representative present	LS	1	xxxxxx	\$ 6,275.00
2	Load bowl assembly, shafting, and discharge head, transport to shop, teardown, measure, inspection, and provide report	LS	1	xxxxxx	\$ 1,495.00
3	Return to site, disinfect with granular chlorine, install pumping equipment, conduct flow test / pump-to-waste through hydrant, provide startup service, & clean wellhouse / jobsite	LS	1	xxxxxx	\$ 8,180.00
	ESTIMATED BASE COST	xx	x	xxxxxx	\$ 15,950.00

**NOTES:**

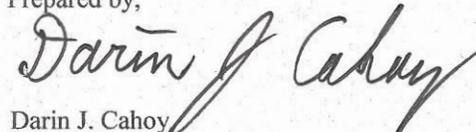
- Proposal is based on column & shaft coming unscrewed under normal pump pulling circumstances.
- In order to reduce cost, Owner is responsible for taking BacT tests. Please add \$ 650.00 if you wish to have Cahoy obtain two (2) BacT samples.
- Item No. 3 includes new toro airline to 510' and new graphite packing.

Glenn, we sincerely appreciate the opportunity to provide you with this proposal. Please feel free to contact me if you have any questions or wish to have us proceed with scheduling the work.

Sincerely,

Larry Kuecker  
Regional Manager

Prepared by,



Darin J. Cahoy  
Chief Executive Officer

Corporate Office:  
24568 150th Street • Suite 200  
Sumner, Iowa 50674  
(563) 578-1130

Great Lakes Water Resources Group  
1127 Plainfield Road  
Joliet, Illinois 60435  
(815) 726-2720

Cahoy - West  
200 Grant Street  
Marne, Iowa 51552  
(712) 781-2030

Cahoy - Illinois North  
202 W. Howard  
Durand, Illinois 61024  
(800)552-5341

# STANDARD TERMS AND CONDITIONS

Unless specified otherwise in the proposal, the following terms and conditions apply:

- Proposal is valid for 30 days.
- Prices specified herein do not include federal, state, municipal, use, excise, or other taxes. Therefore, any applicable tax to materials or equipment shall be paid by the Purchaser at the time of invoices(s) as an extra, or in lieu thereof, Purchaser shall provide to CPS tax exemption certificates acceptable to said taxing authorities prior to the ordering of materials and equipment.
- Except for Lump Sum items, the Proposal is an estimate only. The final invoice will be determined by the actual quantities used – be it more or less.
- Unforeseen replacement parts will be invoiced at the rate of cost x 1.78. Any and all replacement parts must be approved by owner prior to ordering.
- Monthly Progress Pay Requests will be submitted to owner. All invoices are due and payable within 30 days of invoice date. All accounts past thirty days accrue interest at the rate of 1.5% per month (18% APR) unless prior arrangements are made and approved by Cahoy Pump Service (CPS).
- Jobsite must be accessible with heavy, rubber-tired vehicles and equipment. Any additional costs incurred by CPS will be passed on to the owner.
- While CPS will take reasonable steps to minimize damage to ground and surrounding areas, Cahoy is not responsible for final grading, seeding, ect. if necessary.
- Standby time will be invoiced at the rate of \$ 225.00 per man-hour plus any applicable Per Diems involved.
- CPS does not, in any way, guarantee the water quality or quantity produced in any well. Well rehabilitation is not an exact science and, in some instances, may render the well useless. Positive BacT results may result in the Owner paying CPS to return to the jobsite to disinfect the well, pumping equipment, and possibly the discharge line(s).
- CPS will furnish owner a copy of all Daily Log sheets and Expense Reports upon request from owner.
- CPS will furnish owner a copy of Insurance Certificate to owner upon request.
- All materials furnished and installed by CPS holds a one (1) year warranty from date of installation. CPS warrants that its services will be performed in conformity with the standard of care in effect in its industry at the time of performance of such services. CPS agrees to the extent it is permitted to pass on any warranties provided by the manufacturer of materials and/or equipment furnished under this contract. CPS itself provides no warranty, express, implied, or otherwise, on any such materials or equipment. CPS will not be responsible for work done materials or equipment furnish or repairs or alterations made by others.
- Warranty is only valid if account is paid in full.
- CPS shall not be liable for any bodily injury, death, or injury to or destruction of tangible property except as the same may have been caused by the negligence of CPS. In no event shall CPS be liable for any delays or special, indirect, incidental or consequential damages. Purchaser agrees that the total limit of CPSs' liability (whether based on negligence, warranty, strict liability or otherwise) hereunder, shall not exceed the aggregate amount due CPS for services rendered under this contract. All claims, including claims for negligence or any other cause whatsoever, shall be deemed waived unless made in writing and received by CPS within one (1) year after CPSs' completion of work hereunder.
- All materials are priced F.O.B. origin.
- In the event a lost circulation zone or a cobble zone is encountered the owner will be invoiced for any additional costs for materials and labor required to remedy the lost circulation zone / cobble zone. CPS reserves the sole right to determine if these conditions exist without input or agreement from owner or owners' representative(s).

APPROVED BY: \_\_\_\_\_

*Darren J. Cahoy*  
Cahoy Pump Service

DATE: \_\_\_\_\_

*2/22/18*

I/we accept these conditions and direct GLWRG to proceed with the work as described in the above proposal. I/we understand that payment in full is due within 30 days of invoice date unless prior arrangement have been made. I/we also understand that all past due account accrue interest an at annual rate of 18%.

ACCEPTED BY: \_\_\_\_\_

Owner

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_



Well Drilling · Geothermal · Environmental

# GROUND SOURCE

formerly Bill Van De Yacht Water Well

## Estimate

3671 Monroe Road  
De Pere, WI 54115

Date	Estimate #
2/15/18	2018-2918

Name / Address
City of Burlington Attn: Glenn Harjes PO Box 477 Burlington, WI 53105

Description	Terms		Project
	Qty	Cost	Total
Project: Burlington Deep Well #7 Turbine Pump			
Part 1 Service and Inspect Project Coordination/Mobilization Perform on-site vibration/ performance testing with data report. Remove turbine pump, set at 510'. Complete evaluation of the removed components. Make recommendation of repairs and parts to be replaced. Disinfect, startup and flush pump. Obtain safe water sample.	1	11,500.00	11,500.00
Part 2 VFD Installation Remove existing controller. Install new specified Control Parts and VFD. Include programming and adjustments for operation of pump.	1	15,500.00	15,500.00
Please call with questions.	<b>Subtotal</b>		\$27,000.00
If you agree with the terms and conditions on page two and would like to schedule, please sign and return.	<b>Sales Tax (5.5%)</b>		\$0.00
Steel Prices are guaranteed for 15 days from estimate date. Fuel surcharges may apply Frost Charges extra.	<b>Total</b>		\$27,000.00

Signature \_\_\_\_\_

Phone #	Fax #	E-mail	Web Site
920-336-3659	920-336-5935	tom@groundsourcewi.com	groundsourcewi.com



**CITY OF BURLINGTON**

**Department of Public Works**  
Burlington Water Utility  
2200 S. Pine Street, P. O. Box 477  
Burlington, WI 53105  
(262) 342-1173 - (262) 539-3773 fax  
www.burlington-wi.gov

**City of Burlington, Well #7 Deep Well Turbine Pump**

Work Scope

Part 1 Pump Inspection/Service

1. Prior to pump removal, conduct on-site performance and vibration testing. Provide short report of findings to owner prior to commencing with pump servicing
2. Provide all travel, labor and equipment to disconnect and remove deep well turbine pump set to 510'.
3. Upon completion of the removal, conduct evaluation of all removed components with recommendations required to return to service.
4. Provide all travel, labor and equipment to disinfect the well & pump components, install-adjust-start up-flush the deep well turbine pump, obtain SAFE water test prior to introducing into system.

Part 1 TOTAL COST \$ 9,300<sup>00</sup>/<sub>22</sub>

Part 2 VFD Installation

Remove existing soft start controller, provide and install new Mitsubishi Auto-tuned Flux Vector VFD, including output reactor, remote keypad, DC link choke, and extra fans. Includes all programming and adjustments to provide for smooth start/stop operation of well pump.

Part 2 TOTAL COST \$ 14,250<sup>00</sup>/<sub>22</sub>

*Tim DeMarco P.E.*  
2/15/2018



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**COMMITTEE OF THE WHOLE****ITEM NUMBER 6F**

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**DATE:** March 6, 2018**SUBJECT:** Resolution 4889(47) to purchase a chemical feed pump from Energenecs at a cost of \$8,400.00 and phosphorous analyzer from Mulcahy Shaw Water for the Wastewater Treatment Plant at a cost of \$19,244.05, for a total project cost of \$27,644.05.**SUBMITTED BY:** Peter Riggs, Director of Public Works

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**BACKGROUND/HISTORY:**

The purchase of a phosphorous analyzer and chemical feed pump replacement is a necessary step towards achieving compliance with our phosphorous discharge limit required by our WPDES permit. The phosphorous analyzer provides real time data of phosphorous levels which then allows for more accurate dosing of the effluent. The improvement in accuracy will provide for less consumption of treatment chemical and some reduction of the phosphorous discharge. This projected was presented during the 2018 Budget workshops.

**BUDGET/FISCAL IMPACT:**

This projected was included in the 2018 Budget with \$40,000 of funding. The project consists of two components, the chemical feed pumps and the phosphorous analyzer.

The chemical feed pump replacement portion of the project consists of purchasing a direct replacement of the existing chemical feed pumps. A direct replacement will not require any modifications to existing systems, will integrate with existing systems, and can be installed by Wastewater staff, which results in a cost savings. Energenecs is the only company that can provide a direct replacement to the existing chemical feed pumps at a cost of \$8,400.

Staff received four quotes for the phosphorous analyzer. All suppliers will provide start up, calibration, and training. Each option will integrate into the existing control system. The main difference between the units is the initial purchase price and ongoing operational costs. Differences in operational costs are attributable to chemical/reagent usage and required service calls for maintenance/calibration. Below is a listing of the quotes.

1. Mulcahy Shaw Water: YSI P700 IQ SensorNet Analyzer System: \$19,244.05, annual operating \$350.00
2. Forberg Scientific: Endress + Hauser CA80PH Analyzer System: \$27,635.67, annual operating \$1,200.00
3. Hach Factory Direct: Hach Phosphax sc Analyzer System: \$30,132.70, annual operating \$3,100.00
4. Energenecs: Hach Phosphax sc Analyzer System:\$35,405.00, annual operating \$3,100.00

**RECOMMENDATION:**

Staff recommends proceeding with the purchase of chemical feed pumps from Energenecs at a cost of \$8,400.00 and phosphorous analyzer from Mulcahy Shaw Water at a cost of \$19,244.05, for a total project cost of \$27,644.05.

**TIMING/IMPLEMENTATION:**

This item is for discussion at the March 6, 2018 Committee of the Whole meeting and scheduled for final consideration at the March 20, 2018 Common Council meeting.

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**Attachments**

Resolution 4889(47)

Phosphorus Control CIP page

Phosphorus Analyzer &amp; Pump Quotes

**RESOLUTION NO. 4889(47)**  
**Introduced by: Committee of the Whole**

**A RESOLUTION APPROVING THE PURCHASE AND INSTALLATION  
OF A PHOSPHOROUS ANALYZER AND CHEMICAL FEED PUMPS  
IN THE AMOUNT OF \$27,644.05**

**WHEREAS**, the City of Burlington has been working to achieve compliance with the Phosphorous Discharge Limit as laid out in our WPDES permit; and,

**WHEREAS**, the replacement of the phosphorous analyzer and chemical feed pumps is the next step towards achieving phosphorous compliance; and,

**WHEREAS**, four options for the purchase and installation of the equipment were received by the City; and,

**WHEREAS**, the Director of Public Works has reviewed the options and recommends acceptance of the lowest cost option, which includes the purchase of two (2) Encore 700 Chemical Pumps from Energenecs (installed by Wastewater staff), as well as the purchase and installation of the USI P700 IQ SensorNet Phosphorous Analyzer (purchased from and installed by Mulcahy Shaw Water), a copy of which is hereto and made a part thereof; and,

**WHEREAS**, the Director of Public Works has recommended approval of the purchase and installation of a phosphorous analyzer and chemical feed pumps in the amount of \$27,644.05.

**NOW, THEREFORE, BE IT RESOLVED** by the Common Council of the City of Burlington that the purchase and installation of a phosphorous analyzer and chemical feed pumps in the amount of \$27,644.05 is hereby approved.

Introduced: March 6, 2018  
Adopted:

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Jeannie Hefty, Mayor

Attest:

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Diahnn Halbach, City Clerk

# CITY OF BURLINGTON, WISCONSIN

## 5 Year Capital Improvement Plan 2018 Budget Year

Years: **2017-2020**

<b>Project #</b>	
<b>Project Name</b>	Phosphorus Control

Contact	Donny Hefty
Department	Wastewater
Type	New
Useful Life	10
Category	Phosphorus Control
Priority	
<b>Total Project Cost</b>	<b>\$40,000</b>

<b>Description</b>	
Install new metering pumps and a phosphorus analyzer.	

<b>Justification</b>	
By installing automated equipment, our chemical use to treat phosphorus will lower and labor hours of monitoring the phosphorus levels should lower. Phosphorus is an ever increasing issue in wastewater discharge. The analyzer is our next step in phosphorus control.	

Expenditures	FY '18	FY '19	FY '20	FY '21	FY '22	Total
CIP	40,000	0	0	0	0	40,000
<b>Total</b>	<b>40,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>40,000</b>

*For the Funding Sources noted below, date funding needs to be applied for:* \_\_\_\_\_

Funding Sources	FY '18	FY '19	FY '20	FY '21	FY '22	Total
Source 1 <b>Bond</b>	0	0	0	0	0	0
Source 2 <b>Loan</b>	0	0	0	0	0	0
Source 3 <b>Grant</b>	0	0	0	0	0	0
Source 4 <b>Line Item Budget</b>	40,000	0	0	0	0	40,000
<b>Total</b>	<b>40,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>40,000</b>

<b>Operational Impact/Other Information</b>	
Phosphorus control efficiency will greatly increase with the installation of the automated system.	



## **Instrumentation Proposal**

Date: November 7, 2017

To: Mr. Donny Hefty  
Foreman, Burlington WWTP  
dhefty@burlington-wi.gov

Project: Chemical feed pumps

Donny,  
Below you will find the quote for 2 new Encore 700 pumps to replace existing units.

### **Proposal Includes:**

- Encore 700 metering pump, size 3 simplex
  - operate at 25 GPH @ 72 SPM
  - clear PVC retainers/seats
  - TFE single ball checks, Hypalon o-rings
  - size 3 PVC head for single ball cartridge valves with 1/2" NPT ends
  - manual stroke length adjustment
  - 1/2 HP inverter-duty motor, 230/460V-3ph-60Hz, 1750rpm, 56C frame

### **Proposal Excludes:**

- Physical installation, wall mounting and wiring
- Integration into chemical feed system (available as a future service)
- Sales tax
- Freight charges



**Cost Breakdown:**

Encore 700 Pump Replacement	\$ 4,200
Encore 700 Pump Replacement	\$ 4,200
<hr/>	
Total Budget Cost:	\$ 8,400

If you have any technical questions on this analytical application or any other field instrumentation and control systems, please give me a call.

Sincerely,

Dave Rutowski  
Energenecs  
414-378-9517 mobile  
262-377-6360 office



MULCAHY SHAW WATER

**Mulcahy Shaw Water, Inc**

N57 W6316 Center Street  
Cedarburg, WI 53012

Voice: 262-241-1199  
Fax: 262-241-4997  
info@mulcahyshaw.com

**Bill To:**

City of Burlington Wastewater Utility  
2100 S. Pine Street  
Burlington, WI 53105

**Ship To:**

City of Burlington Wastewater Utility  
2100 S. Pine Street  
Burlington, WI 53105

Shipping: FOB Factory

Freight: Not Included

Donny Hefty

262-539-3646

dhefty@burlington-wi.gov

Quoted By	Good Thru	Payment Terms	Delivery
Mark Duerr	2/21/18	Net 30 Days	2 to 3 Weeks

Quantity	Item	Description	Unit Price	Amount
1.00	472 114Y	System 282, IQ SensorNet controller, 2 sensor connections, 3 relays, Ethernet fieldbus Internet connection and remote control	1,972.00	1,972.00
1.00	8P-010Y	P 700 IQ-PI115, IQ SensorNet Orthophosphate Analyzer, indoor, integrated sample pump, 115V	16,480.00	16,480.00
1.00	821 986Y	M 1.5, filter mount, P 700 IQ, includes: rail 1.5m chain, bracket	1,150.00	1,150.00
1.00	821 989Y	WM, wall mount, P 700 IQ	205.00	205.00
1.00	821 987Y	FM, filter membrane module with premounted membrane, P 700 IQ	1,275.00	1,275.00
1.00	821 984Y	Filter- CL filter membrane cleaning case, P 700 IQ	70.00	70.00
1.00	821 977Y	SL 10, Suction tube with slide, unheated, 10m (33ft) P 700 IQ	820.00	820.00
1.00	821 964Y	RL 10, Sample return line, unheated, 10m (33ft) P 700 IQ	155.00	155.00
1.00	821 999Y	RE 2.5 reagent for P700	82.00	82.00
1.00	821 998Y	CL 1.1 cleaning solution	42.00	42.00
1.00	821 997Y	1.6 STD Solution	37.00	37.00
1.00	480 052Y	Wall Mount kit for IQ modules	36.00	36.00
4.00	480 046Y-XX	IQ cable, 2 wire with shield, specify length in meters. XX= length in meters ( 1 meter= 3.28 feet)	7.00	28.00
1.00	discount15	15% Discount	3,307.95	-3,307.95

Plus Freight Costs:

Please make Purchase Order to Mulcahy Shaw Water, Inc

Plus Sales Tax/ Tax Exempt Required

Subtotal	Continued
Sales Tax	Continued
<b>TOTAL</b>	<b>Continued</b>



MULCAHY SHAW WATER

**Mulcahy Shaw Water, Inc**

N57 W6316 Center Street  
Cedarburg, WI 53012

Voice: 262-241-1199  
Fax: 262-241-4997  
info@mulcahyshaw.com

**Bill To:**

City of Burlington Wastewater Utility  
2100 S. Pine Street  
Burlington, WI 53105

**Ship To:**

City of Burlington Wastewater Utility  
2100 S. Pine Street  
Burlington, WI 53105

Shipping: FOB Factory

Freight: Not Included

Donny Hefty  
262-539-3646  
dhefty@burlington-wi.gov

Quoted By	Good Thru	Payment Terms	Delivery
Mark Duerr	2/21/18	Net 30 Days	2 to 3 Weeks

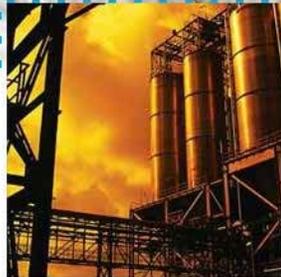
Quantity	Item	Description	Unit Price	Amount
1.00	Start Up	Initial Programming & Training	200.00	200.00

Plus Freight Costs:

Please make Purchase Order to Mulcahy Shaw Water, Inc

Plus Sales Tax/ Tax Exempt Required

Subtotal	19,244.05
Sales Tax	
<b>TOTAL</b>	<b>19,244.05</b>



Level



Pressure



Flow



Temperature



Liquid Analysis



Registration



Systems Components



Services



Solutions

## Product Quote

From Your Local Endress+Hauser Representative  
Forberg Scientific, Inc.



scientific, inc.  
**forberg**

Endress+Hauser   
People for Process Automation

# Quote

Page 2

CITY OF BURLINGTON  
CITY CLERK'S OFFICE  
2100 SOUTH PINE STREET  
BURLINGTON WI 53105

**Quotation**  
Quotation no. : 2300498427  
Quotation Date : 01/23/2018  
Your Reference :  
Inquiry Date : 03/14/2016  
Customer No. : 04848105

Attn : DONNY HEFTY  
Phone :  
Fax :  
Email :

Contact : Forberg WI - Paul Gauger  
Phone :  
Fax :  
Email : gauger@forberg.com

Item	QTY	Description	Unit Price in USD	Total Price in USD
10	1	<b>PC</b> <b>Liquiline System CA80PH</b> <b>Model No: CA80PH-1LW2/0</b> <b>( CA80PH-AAE21A211+F4G2N1)</b>	16,904.73	16,904.73

Process analyzer for online measurement of orthophosphate in aqueous solutions  
Colorimetric method referring to DIN EN 1189.

Automatic calibration/cleaning, alarm relays, two analogue outputs  
optional cooling module (blue method)for extended reagent shelf life

::Simple upgrade to a measuring station with Memosens sensors  
::Low maintenance costs due to high range + shelf life of the reagents  
::Functionality flexible + modular expandable

AA Approval: Non-hazardous area  
E2 Parameter; Measuring Range: PO4-P; 0,05-10 mg/l, blue method  
1 Sampling Point: 1x  
A Sample Transfer: Sample collector, level detection  
2 Housing; Material: Cabinet; plastic ASA-PC  
1 Cable Entry: NPT  
1 Power Supply: 100...240 VAC +/-10%, 50/60 Hz  
F4 >Digital Communication: EtherNet/IP, Webserver+ optional outputs  
G2 >Digital Sensor Input: 2x Memosens  
N1 >Accessory Mounted: Cooling module

**Production days: 27 days**



Item	QTY	Description	Unit Price in USD	Total Price in USD
20	1	<p><b>PC</b></p> <p><b>Liquiline System CAT820</b>  <b>Model No: CAT820-2D35/0</b>  <b>( CAT820-AAE11A3A111C+BAP7R2)</b></p> <p>Automatic sample preparation system with optional backflush function using pressurized air  Application: Particle-free sampling from aeration tank or outlet for up to two online process analyzers  IP66/67, ceramic membrane filter  ::Automatic sampling  ::Full compatibility to Flexdip CYH112  ::Tool-free maintenance</p> <p>AA Approval: Non-hazardous area  E1 Filter Type; Pore Size; Material: Candle, membrane; 0,1 um; ceramic  1 Temperature Range Housing: 5oC...50oC  A3 Hose, Filter To Pump: 5m / 16,4ft  A1 Hose, Pump To Analyzer: 2m / 6,56ft  1 Power Supply, Communication: 100...120 VAC +/-10%, 50/60 Hz, Memosens technology (CA80)  1 Cable Entry: NPT  C Cleaning System: Cleaning valve  BA &gt;Language Documentation: English  P7 &gt;Accessory Enclosed: Immersion pipe 2400x40mm stainless steel, adapter G1  R2 &gt;Accessory Enclosed: Quick fastener filter, G1</p> <p><b>Production days: 17 days</b></p>	7,471.21	7,471.21
30	1	<p><b>PC</b></p> <p><b>FLEXDIP CYH112</b>  <b>Model No: CYH112-13T2/0</b>  <b>( CYH112-AA11C30D1)</b></p> <p>Holder  Application: water, waste water  Assembly transmitter, sensor  Application: open channel, reservoir, tank, basin.  Material: stainl. steel. V4A</p> <p>A Approval: w/o  A Mounting of post: w/o  11 Post (vertical 40mm): w/o  C Traverse Mounting: Wall mounted</p>	461.63	461.63



# Quote

Page 4

Item	QTY	Description	Unit Price in USD	Total Price in USD
	30 D 1	Traverse (horizontal 40mm): 500mm Connection Immersion Pipe: cross clamp Adapter: w/o		
		<b>Production days: 9 days</b>		
40	1	<b>PC Reagent + standard CY80PH Model No: CY80PH-1035/0 ( CY80PH-E1+TL)</b>	<b>65.60</b>	<b>65.60</b>
	E1 TL	Parameter: PO4-P Molybdenum blue method, CA80PH >Standard Solution, Concentration: 1,0 mg/l PO4-P (3,07mg/l PO4),1x 1000 ml		
		<b>Production days: 5 days</b>		
50	1	<b>PC Reagent / Standard solution CY80PH Model No: CY80PH-1014/0 ( CY80PH-E1+SB)</b>	<b>169.26</b>	<b>169.26</b>
	E1 SB	Parameter: PO4-P Molybdenum blue method, CA80PH >Reagent Set: 2x 1000 ml, ready to prepare		
		<b>Production days: 5 days</b>		
60	1	<b>PC Cleaner CY800 Model No: CY800-1035/0 ( CY800-EE11)</b>	<b>45.83</b>	<b>45.83</b>
	EE 11	Parameter: PO4-P, CA80PH blue method Cleaning Solution: 1x 500 ml		
		<b>Production days: 5 days</b>		
90	4	<b>VY Calibration Contract Model No: XD16AB-4NF5/0 ( XD16AB-AYYYY1111AJ)</b>	<b>1,258.70</b>	<b>5,034.81</b>

A Preparation and standard travel time: included in the base price



scientific.inc.  
**forberg**

**Endress+Hauser**   
People for Process Automation

# Quote

Page 5

Item	QTY	Description	Unit Price in USD	Total Price in USD
Y		Operational area: Others		
Y		Number meas. points; Procedure: 1 Quarterly "Worry Free Maintenance Agreement" This proposal is based on performing quarterly calibration and maintenance visits for each analyzer. This Endress+Hauser "Worry-Free" analyzer maintenance includes all parts, labor, and travel with factory recommended maintenance (including required parts), on-site repairs, unlimited technical support calls, and free firmware updates. • Endress+Hauser will replace maintenance parts as necessary during each visit and apply the Chemicals during the scheduled maintenance visits. • The customer will purchase all standards and chemicals separately and provide these for the Endress+Hauser Authorized Technician during the quarterly visits (4 visits/year). • Quarterly visits provide the customer with a "no-touch" maintenance solution.		
Y		Calibration range; Typical Uncertainty: Others, special agreement		
Y		Number meas. points; calibration points: 1 1 CA80 systems with 1 CAT820/860		
1		Calibration Service: Traceable to national or international standards		
1		Cleaning calibration tools: by customer		
1		SOP (Standard operation procedure): not selected		
1		Contract duration: 1 year		
A		Additional documentation: not selected		
J		Additional travel expenses: 300 ..... x Roundtrip mileage (travel hours included)		
<b>Best available lead time to be confirmed after order acceptance.</b>				
100	2	<b>VY Calibration Contract</b> <b>Model No: XD16AB-4NK2/0</b> <b>( XD16AB-AYYYY1111AJ)</b>	<b>1,258.70</b>	<b>2,517.41</b>
A		Preparation and standard travel time: included in the base price		
Y		Operational area: Others		
Y		Number meas. points; Procedure: 1 Semi Annual "Worry Free Maintenance Agreement" This proposal is based on performing quarterly calibration and maintenance visits for each analyzer. This Endress+Hauser "Worry-Free" analyzer maintenance includes all parts, labor, and travel with factory recommended maintenance (including required parts), on-site repairs, unlimited technical support calls, and free firmware updates. • Endress+Hauser will replace maintenance parts as necessary during each visit and apply the Chemicals during the scheduled maintenance visits. • The customer will purchase all standards and chemicals separately and provide these for the Endress+Hauser Authorized Technician during the quarterly visits (2 visits/year). • Quarterly visits provide the customer with a "no-touch" maintenance		

Item	QTY	Description	Unit Price in USD	Total Price in USD
		solution.		
	Y	Calibration range; Typical Uncertainty: Others, special agreement		
	Y	Number meas. points; calibration points: 1 1 CA80 systems with 1 CAT820/860		
	1	Calibration Service: Traceable to national or international standards		
	1	Cleaning calibration tools: by customer		
	1	SOP (Standard operation procedure): not selected		
	1	Contract duration: 1 year		
	A	Additional documentation: not selected		
	J	Additional travel expenses: 300 ..... x Roundtrip mileage (travel hours included)		
<b>Best available lead time to be confirmed after order acceptance.</b>				
			<b>Total Price Net:</b>	<b>32,670.48</b>

**TERMS**

Payment Terms : Net 30 Days  
 Delivery : Prepaid and Add  
 Prices valid until : 04/13/2018

**Adam Heun**  
 Inside Sales | Order Processing | Expedites  
[heun@forberg.com](mailto:heun@forberg.com)

Tel: 262-415-8191  
 Fax: 262-415-8195

**Paul Gauger**  
 Outside Sales | Process Automation  
[gauger@forberg.com](mailto:gauger@forberg.com)  
 Cell: 414-265-6579

**\*Read Below for Important Information Regarding Your Order\***

**How to Place Your Order?**

Please address the order to **Endress+Hauser, OR, Endress+Hauser c/o Forberg Scientific**. You will be invoiced by Endress+Hauser directly. Remit to address is **Endress+Hauser, Inc. Dept 78795 PO Box 78000 Detroit, MI 48278-0795**. Please send your order to Forberg for processing.



## How to Get Start up Service or Commissioning?

Forberg Scientific, Inc. is the Authorized Service Provider (ASP) for Endress+Hauser. We are a full-range service provider, with start-up, commissioning, onsite calibration and training capabilities. We offer 3 years of warranty at no additional cost when start-up is ordered with an instrument. For inquiries please call 248-288-5990.

## How to Order Documents?

Affidavit of Origin, Certificate of Compliance, additional IOM's, documentation packages, and final drawings are available upon request. Please note that one manual comes with the instrument at no charge and can be downloaded for free from [www.us.endress.com](http://www.us.endress.com). Please advise if you need one or more of the above.

## Other Notes

Pricing is based upon quantities requested and is valid for 30 days unless otherwise noted. All estimated ship dates are Forberg Scientific's best estimate of delivery times as provided by supplier and therefore Forberg Scientific, Inc. cannot be responsible for delays beyond our control. Applicable sales tax will be added at time of order. Delivery charges not included in quotation unless otherwise noted.

[Click Here](#) to read Endress+Hauser's Terms and Conditions or visit <http://www.forberg.com/pdf/lineCard/Endress-Hauser-Inc-Terms-and-Conditions-of-Purchase.pdf>

[Click Here](#) to Take a Customer Survey / Provide Feedback or visit <http://www.endresslistens.com>



# Quotation

Hach  
 PO Box 608  
 Loveland, CO 80539-0608  
 Phone: (800) 227-4224  
 Email: quotes@hach.com  
 Website: www.hach.com

**Quote Number: 100292770v3**  
 Use quote number at time of order to ensure  
 that you receive prices quoted

Quote Date: 10/23/2017

Quote Expiration: 03/16/2018

Burlington

Name: Donnie Hefty  
 Phone: 262-539-3646  
 Email: dhefty@burlington-wi.gov

Sales Contact: Peter McLiverty Email: pmcliver@hach.com Phone: 773-664-9273

## PRICING QUOTATION

Line	Part Number	Description	Qty	Net Unit Price	Extended Price
1	6159600	KTO:PHOSPHAX sc ANLZR 115-230V .05- 0.50-15MG/L PO4-P, ONE CHANNEL, CONTINUOUS SAMPLE CE/cTUVus AND TUV-GS APPROVED	1	13,305.05	13,305.05
2	5739200	KTO: FILTRAX SYS, 2M HEATED HOSE 115V	1	6,216.90	6,216.90
3	LZY316	KIT, MTG HRDWARE,RAIL MT,AMTAX sc	1	652.80	652.80
4	LXV400.99.1G172	sc1000 Probe Module without power cord for 4 sensors. Contains Prognosys card, 1x 4-20mA output module, and conduits for power connection.	1	2,046.80	2,046.80
5	LXV402.99.00002	db ee MODULE, DISPLAY W/O GSM, SC1000	1	2,474.35	2,474.35
6	LZX958	SUNROOF, CONTROLLER	1	142.80	142.80
7	WRTUPGPHOSPHAXSC	Comprehensive warranty upgrade includes: Instrument start-up, all parts, labor, and travel for on-site repairs, 2 on-site calibrations per year, factory recommended maintenance (including required parts), unlimited technical support calls, and free firmware updates. On-site response for "down" instrument repairs is typically 3 business days. Standard business hours are 8am-5pm M-F local time, excluding holidays. Please see service terms and conditions for additional details on our service plans, and to ensure you have an opportunity to review our environmental and safety requirements.	1	2,180.00	2,180.00
8	WRTUPGFILTRAX	Comprehensive warranty upgrade includes: Instrument start-up, all parts, labor, and travel for on-site repairs, 4 on-site calibrations per year, factory recommended maintenance (including required parts), unlimited technical support calls, and free firmware updates. On-site response for "down" instrument repairs is typically 3 business days. Standard business hours are 8am-5pm M-F local time, excluding holidays. Please see service terms and conditions for additional details on our service plans, and to ensure you have an opportunity to review our environmental and safety requirements.	1	2,855.00	2,855.00
9	FSPSC1000	Fld Svc-1V SC1000 Controller MINIMUM NUMBER OF VISITS: 1/PER YEAR	1	259.00	259.00
				<b>Grand Total</b>	<b>\$ 30,132.70</b>

## TERMS OF SALE

All purchases of Hach Company products and/or services are expressly and without limitation subject to Hach Company's Terms & Conditions of Sale ("Hach TCS"), incorporated herein by reference and published on Hach Company's website at [www.hach.com/terms](http://www.hach.com/terms). Hach TCS are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale "Contract" in accordance with the Hach TCS: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract from the provisions of the Hach TCS are not part of the Contract.

Due to International regulations, a U.S. Department of Commerce Export License may be required. Hach reserves the right to approve specific shipping agents. Wooden boxes suitable for ocean shipment are extra. Specify final destination to ensure proper documentation and packing suitable for International transport. In addition, Hach may require : 1). A statement of intended end-use; 2). Certification that the intended end-use does not relate to proliferation of weapons of mass destruction (prohibited nuclear end use, chemical / biological weapons, missile technology); and 3). Certification that the goods will not be diverted contrary to U.S. law.

**ORDER TERMS:**

Terms are Subject to Credit Review

Please reference the quotation number on your purchase order.

Sales tax is not included. Applicable sales tax will be added to the invoice based on the U.S. destination, if applicable provide a resale/exemption certificate.

Shipments will be prepaid and added to invoices unless otherwise specified.

Equipment quoted operates with standard U.S. supply voltage.

Hach standard terms and conditions apply to all sales.

Additional terms and conditions apply to orders for service partnerships.

Prices do not include delivery of product. Reference attached Freight Charge Schedule and Collect Handling Fees.

Standard lead time is 30 days.

This Quote is good for a one time purchase.

Sales Contact:

Name: Peter McLiverty  
Title: Regional Sales Manager  
Phone: 773-664-9273  
Email: [pmcliver@hach.com](mailto:pmcliver@hach.com)



**HACH COMPANY**

**Headquarters**  
 P.O. Box 389  
 5600 Lindbergh Drive  
 Loveland, CO 80539-0389

**Purchase Orders**  
 PO Box 608  
 Loveland, CO 80539-0608

**WebSite:** www.hach.com

**U.S.A.**  
 Phone: 800-227-4224  
 Fax: 970-669-2932  
 E-Mail: orders@hach.com  
 quotes@hach.com  
 techhelp@hach.com

**Export**  
 Phone: 970-669-3050  
 Fax: 970-461-3939  
 Email: intl@hach.com

**Remittance**  
 2207 Collections Center Drive  
 Chicago, IL 60693

**Wire Transfers**  
 Bank of America  
 231 S. LaSalle St.  
 Chicago, IL 60604  
 Account: 8765602385  
 Routing (ABA): 071000039

**Quotation Addendum**

**ADVANTAGES OF WORKING WITH HACH**

<p><b><u>Technical Support</u></b>  <i>Provides post-sale instrumentation and application support</i></p> <ul style="list-style-type: none"> <li>✓ Hach's highly skilled Technical Support staff is dedicated to helping you resolve technical issues before, during and after the sale.</li> <li>✓ Available via phone, e-mail, or live online chat at Hach.com!</li> <li>✓ Toll-free phone: 800-227-4224</li> <li>✓ E-mail: techhelp@hach.com</li> </ul> <p>www.Hach.com</p>	<p><b><u>SIRR Delivery Program</u></b>  <i>The Scheduled Inventory Reagent Replacement (SIRR) Program offers an uninterrupted supply of reagents</i></p> <ul style="list-style-type: none"> <li>✓ Lower inventory costs and fresh supplies</li> <li>✓ Reduced paperwork – one purchase order for the entire year</li> <li>✓ Automatic shipments on your schedule</li> <li>✓ Easier budgeting</li> </ul> <p>www.Hach.com/sirr</p>	<p><b><u>Hach ServicePlus® Programs</u></b>  <i>Instrument Protection and Service</i></p> <ul style="list-style-type: none"> <li>✓ Savings of more than 20% versus a "pay as you go" approach</li> <li>✓ Freedom from maintenance</li> <li>✓ Worry-free compliance with Hach's certification</li> <li>✓ Fixed maintenance budget for the entire year</li> </ul> <p>www.hach.com/service-contracts</p>
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**ADVANTAGES OF SIMPLIFIED SHIPPING AND HANDLING**

<p><b><u>Safe &amp; Fast Delivery</u></b></p> <ul style="list-style-type: none"> <li>✓ Receive tracking numbers on your order acknowledgement</li> <li>✓ Hach will assist with claims if an order is lost or damaged in shipment</li> </ul>	<p><b><u>Save Time – Less Hassle</u></b></p> <ul style="list-style-type: none"> <li>✓ No need to set up deliveries for orders or to schedule pickup</li> <li>✓ Hach ships order as product is available, at no additional charge, when simplified shipping and handling is used.</li> </ul>	<p><b><u>Save Money</u></b></p> <ul style="list-style-type: none"> <li>✓ No additional invoice to process – save on time and administrative costs</li> <li>✓ Only pay shipping once, even if multiple shipments are required</li> </ul>
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STANDARD SIMPLIFIED SHIPPING AND HANDLING CHARGES <sup>1, 2, 3</sup>						Collect <sup>4</sup>
Pricing Effective 1/6/2018						
Total Price of Merchandise Ordered	Standard Surface (Mainland USA)	Second Day Delivery (Mainland USA)	Next Day Delivery (Mainland USA)	Second Day Delivery (Alaska & Hawaii)	Next Day Delivery (Alaska & Hawaii)	Handling Fee Effective 1/6/2018
\$0.00 - \$49.99	\$11.99	\$29.99	\$54.99	\$47.20	\$89.72	\$8.38
\$50.00 - \$149.99	\$17.79	\$52.45	\$98.97	\$75.22	\$143.00	\$8.62
\$150.00 - \$349.99	\$31.27	\$83.40	\$169.88	\$105.24	\$204.81	\$9.16
\$350.00 - \$649.99	\$43.75	\$114.40	\$227.51	\$143.01	\$276.92	\$9.64
\$650.00 - \$949.99	\$55.41	\$120.12	\$251.36	\$148.73	\$280.35	\$9.98
\$950.00 - \$1,999.99	\$69.71	\$148.22	\$313.40	\$176.38	\$341.29	\$10.89
\$2,000.00 - \$3,999.99	\$80.08	\$158.56	\$321.13	\$182.35	\$346.83	\$12.59
\$4,000.00 - \$5,999.99	\$92.84	\$162.82	\$336.64	\$183.19	\$356.84	\$15.50
\$6,000.00 - \$7,999.99	\$109.70	\$185.39	\$383.30	\$202.07	\$389.57	\$18.08
\$8,000.00 - \$9,999.99	\$125.78	\$211.68	\$413.64	\$226.50	\$429.56	\$20.86
Over \$10,000	2% of Net Order Value	4% of Net Order Value	6% of Net Order Value	4% of Net Order Value	6% of Net Order Value	\$31.95

- Shipping & Handling charges shown are only applicable to orders billing and shipping to U.S. destinations. Shipping & Handling charges will be prepaid and added to invoice. Shipping & Handling for the Reagent Delivery Program is charged on each shipment release and is based on the total price of each shipment release. Shipping & Handling charges are subject to change without notice.
- Additional Shipping & Handling charges will be applied to orders containing bulky and/or especially heavy orders. Refrigerated and all weather Samplers do not qualify for simplified Shipping & Handling charges, and are considered heavy products. Dissolved Oxygen Sensors can be damaged if exposed to temps below freezing, causing sensor failure. Must be shipped over night or 2nd day air during the cold weather months.
- Orders shipping to Alaska or Hawaii: Additional Shipping & Handling charges may be applied at time of order processing. Second Day and Next Day delivery is not available to all destinations.
- Hach Company will assess a collect handling fee on orders with collect shipping terms. This handling fee covers the additional costs that Hach Company incurs from processing and managing collect shipments.

**SALES TAX**

Sales Tax is not included in the attached quotation. Applicable sales and usage taxes will be added to your invoice, at the time of order, based on U.S. destination of goods, unless a valid resale/exemption certificate for destination state is provided to the above address or fax number, attention of the Tax Dept.

## TERMS & CONDITIONS OF SALE FOR HACH COMPANY PRODUCTS AND SERVICES

This document sets forth the Terms & Conditions of Sale for goods manufactured and/or supplied, and services provided, by Hach Company of Loveland, Colorado ("Hach") and sold to the original purchaser thereof ("Buyer"). Unless otherwise specifically stated herein, the term "Hach" includes only Hach Company and none of its affiliates. Unless otherwise specifically stated in a previously-executed written purchase agreement signed by authorized representatives of Hach and Buyer, these Terms & Conditions of Sale establish the rights, obligations and remedies of Hach and Buyer which apply to this offer and any resulting order or contract for the sale of Hach's goods and/or services ("Products").

1. **APPLICABLE TERMS & CONDITIONS:** These Terms & Conditions of Sale are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale ("Contract") in accordance with these Terms & Conditions: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract from the provisions of these Terms & Conditions of Sale are not a part of the Contract.

2. **CANCELLATION:** Buyer may cancel goods orders subject to fair charges for Hach's expenses including handling, inspection, restocking, freight and invoicing charges as applicable, provided that Buyer returns such goods to Hach at Buyer's expense within 30 days of delivery and in the same condition as received. Buyer may cancel service orders on ninety (90) day's prior written notice and refunds will be prorated based on the duration of the service plan. Inspections and re-instatement fees may apply upon cancellation or expiration of service programs. Seller may cancel all or part of any order prior to delivery without liability if the order includes any Products that Seller determines may not comply with export, safety, local certification, or other applicable compliance requirements.

3. **DELIVERY:** Delivery will be accomplished FCA Hach's facility located in Ames, Iowa or Loveland, Colorado, United States (Incoterms 2010). For orders having a final destination within the U.S., legal title and risk of loss or damage pass to Buyer upon transfer to the first carrier. For orders having a final destination outside the U.S., legal title and risk of loss or damage pass to Buyer when the Products enter international waters or airspace or cross an international frontier. Hach will use commercially reasonable efforts to deliver the Products ordered herein within the time specified on the face of this Contract or, if no time is specified, within Hach's normal lead-time necessary for Hach to deliver the Products sold hereunder. Upon prior agreement with Buyer and for an additional charge, Hach will deliver the Products on an expedited basis. Standard service delivery hours are 8 am – 5 pm Monday through Friday, excluding holidays.

4. **INSPECTION:** Buyer will promptly inspect and accept any Products delivered pursuant to this Contract after receipt of such Products. In the event the Products do not conform to any applicable specifications, Buyer will promptly notify Hach of such nonconformance in writing. Hach will have a reasonable opportunity to repair or replace the nonconforming product at its option. Buyer will be deemed to have accepted any Products delivered hereunder and to have waived any such nonconformance in the event such a written notification is not received by Hach within thirty (30) days of delivery.

5. **PRICES & ORDER SIZES:** All prices are in U.S. dollars and are based on delivery as stated above. Prices do not include any charges for services such as insurance; brokerage fees; sales, use, inventory or excise taxes; import or export duties; special financing fees; VAT, income or royalty taxes imposed outside the U.S.; consular fees; special permits or licenses; or other charges imposed upon the production, sale, distribution, or delivery of Products. Buyer will either pay any and all such charges or provide Hach with acceptable exemption certificates, which obligation survives performance under this Contract. Hach reserves the right to establish minimum order sizes and will advise Buyer accordingly.

6. **PAYMENTS:** All payments must be made in U.S. dollars. For Internet orders, the purchase price is due at the time and manner set forth at www.hach.com. Invoices for all other orders are due and payable NET 30 DAYS from date of the invoice without regard to delays for inspection or transportation, with payments to be made by check to Hach at the above address or by wire transfer to the account stated on the front of Hach's invoice, or for customers with no established credit, Hach may require cash or credit card payment in advance of delivery. In the event payments are not made or not made in a timely manner, Hach may, in addition to all other remedies provided at law, either: (a) declare Buyer's performance in breach and terminate this Contract for default; (b) withhold future shipments until delinquent payments are made; (c) deliver future shipments on a cash-with-order or cash-in-advance basis even after the delinquency is cured; (d) charge interest on the delinquency at a rate of 1-1/2% per month or the maximum rate permitted by law, if lower, for each month or part thereof of delinquency in payment plus applicable storage charges and/or inventory carrying charges; (e) repossess the Products for which payment has not been made; (f) recover all costs of collection

including reasonable attorney's fees; or (g) combine any of the above rights and remedies as is practicable and permitted by law. Buyer is prohibited from setting off any and all monies owed under this from any other sums, whether liquidated or not, that are or may be due Buyer, which arise out of a different transaction with Hach or any of its affiliates. Should Buyer's financial responsibility become unsatisfactory to Hach in its reasonable discretion, Hach may require cash payment or other security. If Buyer fails to meet these requirements, Hach may treat such failure as reasonable grounds for repudiation of this Contract, in which case reasonable cancellation charges shall be due Hach. Buyer grants Hach a security interest in the Products to secure payment in full, which payment releases the security interest but only if such payments could not be considered an avoidable transfer under the U.S. Bankruptcy Code or other applicable laws. Buyer's insolvency, bankruptcy, assignment for the benefit of creditors, or dissolution or termination of the existence of Buyer, constitutes a default under this Contract and affords Hach all the remedies of a secured party under the U.C.C., as well as the remedies stated above for late payment or non-payment. See [122](#) for further wire transfer requirements.

7. **LIMITED WARRANTY:** Hach warrants that Products sold hereunder will be free from defects in material and workmanship and will, when used in accordance with the manufacturer's operating and maintenance instructions, conform to any express written warranty pertaining to the specific goods purchased, which for most Hach instruments is for a period of twelve (12) months from delivery. Hach warrants that services furnished hereunder will be free from defects in workmanship for a period of ninety (90) days from the completion of the services. Parts provided by Hach in the performance of services may be new or refurbished parts functioning equivalent to new parts. Any non-functioning parts that are repaired by Hach shall become the property of Hach. No warranties are extended to consumable items such as, without limitation, reagents, batteries, mercury cells, and light bulbs. **All other guarantees, warranties, conditions and representations, either express or implied, whether arising under any statute, law, commercial usage or otherwise, including implied warranties of merchantability and fitness for a particular purpose, are hereby excluded.** The sole remedy for Products not meeting this Limited Warranty is replacement, credit or refund of the purchase price. This remedy will not be deemed to have failed of its essential purpose so long as Hach is willing to provide such replacement, credit or refund.

8. **INDEMNIFICATION:** Indemnification applies to a party and to such party's successors-in-interest, assignees, affiliates, directors, officers, and employees ("Indemnified Parties"). Hach is responsible for and will defend, indemnify and hold harmless the Buyer Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to Hach's breach of the Limited Warranty. This indemnification is provided on the condition that the Buyer is likewise responsible for and will defend, indemnify and hold harmless the Hach Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to the negligence or misuse or misapplication of any goods or services by the Buyer or any third party affiliated or in privity with Buyer.

9. **PATENT PROTECTION:** Subject to all limitations of liability provided herein, Hach will, with respect to any Products of Hach's design or manufacture, indemnify Buyer from any and all damages and costs as finally determined by a court of competent jurisdiction in any suit for infringement of any U.S. patent (or European patent for Products that Hach sells to Buyer for end use in a member state of the E.U.) that has issued as of the delivery date, solely by reason of the sale or normal use of any Products sold to Buyer hereunder and from reasonable expenses incurred by Buyer in defense of such suit if Hach does not undertake the defense thereof, provided that Buyer promptly notifies Hach of such suit and offers Hach either (i) full and exclusive control of the defense of such suit when Products of Hach only are involved, or (ii) the right to participate in the defense of such suit when products other than those of Hach are also involved. Hach's warranty as to use patents only applies to infringement arising solely out of the inherent operation of the Products according to their applications as envisioned by Hach's specifications. In case the Products are in such suit held to constitute infringement and the use of the Products is enjoined, Hach will, at its own expense and at its option, either procure for Buyer the right to continue using such Products or replace them with non-infringing products, or modify them so they become non-infringing, or remove the Products and refund the purchase price (prorated for depreciation) and the transportation costs thereof. The foregoing states the entire liability of Hach for patent infringement by the Products. Further, to the same extent as set forth in Hach's above obligation to Buyer, Buyer agrees to defend, indemnify and hold harmless Hach for patent infringement related to (x) any goods manufactured to the Buyer's design, (y) services provided in accordance with the Buyer's instructions, or (z) Hach's Products when used in combination with any other devices, parts or software not provided by Hach hereunder.

10. **TRADEMARKS AND OTHER LABELS:** Buyer agrees not to remove or alter any indicia of manufacturing origin or patent numbers contained on or within the Products, including without limitation the serial numbers or trademarks on nameplates or cast, molded or machined components.

11. SOFTWARE. All licenses to Hach's separately-provided software products are subject to the separate software license agreement(s) accompanying the software media. In the absence of such terms and for all other software, Hach grants Buyer only a personal, non-exclusive license to access and use the software provided by Hach with Products purchased hereunder solely as necessary for Buyer to enjoy the benefit of the Products. A portion of the software may contain or consist of open source software, which Buyer may use under the terms and conditions of the specific license under which the open source software is distributed. Buyer agrees that it will be bound by any and all such license agreements. Title to software remains with the applicable licensor(s).

12. PROPRIETARY INFORMATION; PRIVACY: "Proprietary Information" means any information, technical data or know-how in whatever form, whether documented, contained in machine readable or physical components, mask works or artwork, or otherwise, which Hach considers proprietary, including but not limited to service and maintenance manuals. Buyer and its customers, employees and agents will keep confidential all such Proprietary Information obtained directly or indirectly from Hach and will not transfer or disclose it without Hach's prior written consent, or use it for the manufacture, procurement, servicing or calibration of Products or any similar products, or cause such products to be manufactured, serviced or calibrated by or procured from any other source, or reproduce or otherwise appropriate it. All such Proprietary Information remains Hach's property. No right or license is granted to Buyer or its customers, employees or agents, expressly or by implication, with respect to the Proprietary Information or any patent right or other proprietary right of Hach, except for the limited use licenses implied by law. Hach will manage Customer's information and personal data in accordance with its Privacy Policy, located at <http://www.hach.com/privacypolicy>.

13. CHANGES AND ADDITIONAL CHARGES: Hach reserves the right to make design changes or improvements to any products of the same general class as Products being delivered hereunder without liability or obligation to incorporate such changes or improvements to Products ordered by Buyer unless agreed upon in writing before the Products' delivery date. Services which must be performed as a result of any of the following conditions are subject to additional charges for labor, travel and parts: (a) equipment alterations not authorized in writing by Hach; (b) damage resulting from improper use or handling, accident, neglect, power surge, or operation in an environment or manner in which the instrument is not designed to operate or is not in accordance with Hach's operating manuals; (c) the use of parts or accessories not provided by Hach; (d) damage resulting from acts of war, terrorism or nature; (e) services outside standard business hours; (f) site prework not complete per proposal; or (g) any repairs required to ensure equipment meets manufacturer's specifications upon activation of a service agreement.

14. SITE ACCESS / PREPARATION / WORKER SAFETY / ENVIRONMENTAL COMPLIANCE: In connection with services provided by Hach, Buyer agrees to permit prompt access to equipment. Buyer assumes full responsibility to back-up or otherwise protect its data against loss, damage or destruction before services are performed. Buyer is the operator and in full control of its premises, including those areas where Hach employees or contractors are performing service, repair and maintenance activities. Buyer will ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services. Buyer is the generator of any resulting wastes, including without limitation hazardous wastes. Buyer is solely responsible to arrange for the disposal of any wastes at its own expense. Buyer will, at its own expense, provide Hach employees and contractors working on Buyer's premises with all information and training required under applicable safety compliance regulations and Buyer's policies. If the instrument to be serviced is in a Confined Space, as that term is defined under OSHA regulations, Buyer is solely responsible to make it available to be serviced in an unconfined space. Hach service technicians will not work in Confined Spaces. In the event that a Buyer requires Hach employees or contractors to attend safety or compliance training programs provided by Buyer, Buyer will pay Hach the standard hourly rate and expense reimbursement for such training attended. The attendance at or completion of such training does not create or expand any warranty or obligation of Hach and does not serve to alter, amend, limit or supersede any part of this Contract.

15. LIMITATIONS ON USE; RELATIONSHIP OF PARTIES: Buyer will not use any Products for any purpose other than those identified in Hach's catalogs and literature as intended uses. Unless Hach has advised the Buyer in writing, in no event will Buyer use any Products in drugs, food additives, food or cosmetics, or medical applications for humans or animals. In no event will Buyer use in any application any Product that requires FDA 510(k) clearance unless and only to the extent the Product has such clearance. Any warranty granted by Hach is void if any goods covered by such warranty are used for any purpose not permitted hereunder. Buyer is not an agent or representative of Hach and will not present itself as such under any circumstances unless and to the extent it has been formally screened by Hach's compliance department and received a separate duly-authorized letter from Hach setting forth the scope and limitations of such authorization.

16. EXPORT AND IMPORT LICENSES AND COMPLIANCE WITH LAWS: Unless otherwise specified in this Contract, Buyer is responsible for obtaining any required export or import licenses. Hach represents that all Products delivered hereunder will be produced and supplied in compliance with all applicable laws and regulations. Buyer will comply with all laws and regulations applicable to the installation or use of all Products, including applicable import and export control

laws and regulations of the U.S., E.U. and any other country having proper jurisdiction, and will obtain all necessary export licenses in connection with any subsequent export, re-export, transfer and use of all Products and technology delivered hereunder. Buyer will not sell, transfer, export or re-export any Hach Products or technology for use in activities which involve the design, development, production, use or stockpiling of nuclear, chemical or biological weapons or missiles, nor use Hach Products or technology in any facility which engages in activities relating to such weapons. Buyer will comply with all local, national, and other laws of all jurisdictions globally relating to anti-corruption, bribery, extortion, kickbacks, or similar matters which are applicable to Buyer's business activities in connection with this Contract, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"). Buyer agrees that no payment of money or provision of anything of value will be offered, promised, paid or transferred, directly or indirectly, by any person or entity, to any government official, government employee, or employee of any company owned in part by a government, political party, political party official, or candidate for any government office or political party office to induce such organizations or persons to use their authority or influence to obtain or retain an improper business advantage for Buyer or for Hach, or which otherwise constitute or have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business or any improper advantage, with respect to any of Buyer's activities related to this Contract. Hach asks Buyer to "Speak Up!" if aware of any violation of law, regulation or our Standards of Conduct ("SOC") in relation to this Contract. See <http://danaher.com/integrity-and-compliance> and [www.danaherintegrity.com](http://www.danaherintegrity.com) for a copy of the SOC and for access to our Helpline portal.

17. FORCE MAJEURE: Hach is excused from performance of its obligations under this Contract to the extent caused by acts or omissions that are beyond its control of, including but not limited to Government embargoes, blockages, seizures or freeze of assets, delays or refusals to grant an export or import license or the suspension or revocation thereof, or any other acts of any Government; fires, floods, severe weather conditions, or any other acts of God; quarantines; labor strikes or lockouts; riots; strife; insurrections; civil disobedience or acts of criminals or terrorists; war; material shortages or delays in deliveries to Hach by third parties. In the event of the existence of any force majeure circumstances, the period of time for delivery, payment terms and payments under any letters of credit will be extended for a period of time equal to the period of delay. If the force majeure circumstances extend for six months, Hach may, at its option, terminate this Contract without penalty and without being deemed in default or in breach thereof.

18. NON ASSIGNMENT AND WAIVER: Buyer will not transfer or assign this Contract or any rights or interests hereunder without Hach's prior written consent. Failure of either party to insist upon strict performance of any provision of this Contract, or to exercise any right or privilege contained herein, or the waiver of any breach of the terms or conditions of this Contract will not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same will continue and remain in force and effect as if no waiver had occurred.

**19. LIMITATION OF LIABILITY: None of the Hach Indemnified Parties will be liable to Buyer under any circumstances for any special, treble, incidental or consequential damages, including without limitation, damage to or loss of property other than for the Products purchased hereunder; damages incurred in installation, repair or replacement; lost profits, revenue or opportunity; loss of use; losses resulting from or related to downtime of the products or inaccurate measurements or reporting; the cost of substitute products; or claims of Buyer's customers for such damages, howsoever caused, and whether based on warranty, contract, and/or tort (including negligence, strict liability or otherwise). The total liability of the Hach Indemnified Parties arising out of the performance or nonperformance hereunder or Hach's obligations in connection with the design, manufacture, sale, delivery, and/or use of Products will in no circumstance exceed in the aggregate a sum equal to twice the amount actually paid to Hach for Products delivered hereunder.**

20. APPLICABLE LAW AND DISPUTE RESOLUTION: The construction, interpretation and performance hereof and all transactions hereunder shall be governed by the laws of the State of Colorado, without regard to its principles or laws regarding conflicts of laws. If any provision of this Contract violates any Federal, State or local statutes or regulations of any countries having jurisdiction of this transaction, or is illegal for any reason, said provision shall be self-deleting without affecting the validity of the remaining provisions. Unless otherwise specifically agreed upon in writing between Hach and Buyer, any dispute relating to this Contract which is not resolved by the parties shall be adjudicated in order of preference by a court of competent jurisdiction (i) in the State of Colorado, U.S.A. if Buyer has minimum contacts with Colorado and the U.S., (ii) elsewhere in the U.S. if Buyer has minimum contacts with the U.S. but not Colorado, or (iii) in a neutral location if Buyer does not have minimum contacts with the United States.

21. ENTIRE AGREEMENT & MODIFICATION: These Terms & Conditions of Sale constitute the entire agreement between the parties and supersede any prior agreements or representations, whether oral or written. No change to or modification of these Terms & Conditions shall be binding upon Hach unless in a written instrument specifically referencing that it is amending these Terms & Conditions of Sale and signed by an authorized representative of Hach. Hach rejects any additional or inconsistent Terms & Conditions of Sale offered by Buyer at any time, whether or not such terms or conditions materially alter the Terms &



**TERMS AND CONDITIONS OF SALE FOR HACH® PRODUCTS**

Conditions herein and irrespective of Hach's acceptance of Buyer's order for the described goods and services.

\* \* \*

**Additional Provisions**

22. WIRE TRANSFERS: Buyer and Hach both recognize that there is a risk of wire fraud when individuals impersonating a business demand immediate payment under new wire transfer instructions. To avoid this risk, Buyer must verbally confirm any new or changed wire transfer instructions by calling Hach at +1-970-663-1377 and speaking with Hach's Credit Manager before transferring any monies using the new wire instructions. Both parties agree that they will not institute wire transfer instruction changes and require immediate payment under the new instructions but will instead provide a ten (10) day grace period to verify any wire transfer instruction changes before any outstanding payments are due using the new instructions.

\* \* \*



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**COMMITTEE OF THE WHOLE****ITEM NUMBER 6G**

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**DATE:** March 6, 2018**SUBJECT:** **RESOLUTION 4890(48)** to adopt the Racine County Hazard Mitigation Plan Update 2017-2021.**SUBMITTED BY:** Carina Walters, City Administrator

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**BACKGROUND/HISTORY:**

In December 2000, the Southeastern Wisconsin Regional Planning Commission (SEWRPC) and the Racine County Office of Emergency Management and Department of Planning and Development agreed to cooperatively prepare an all hazards mitigation plan for Racine County. The plan was designed to be consistent with the guidelines of the Wisconsin Department of Military Affairs, Division of Emergency Management (DMA, DEM), and the Federal Emergency Management Agency (FEMA). The plan was directed to the “all hazards” mitigation approach which the Wisconsin Division of Emergency Management and FEMA recommend as an option to single hazard mitigation planning. As such, consideration was given to many hazard conditions, including flooding; lakeshore bluff failure episodes; severe weather conditions, including wind storms, tornadoes, periods of extreme heat or cold, and winter storms; terrorism; civil disorder; urban fire or mass casualty; and hazardous materials situations. While the plan considered all of the potential hazards, it must be recognized that only limited mitigative actions were feasible for some of these hazards, since they are not site-specific or repetitive in nature.

The plan was prepared by the staffs of the Racine County Office of Emergency Management and Department of Planning and Development, and the Southeastern Wisconsin Regional Planning Commission. In preparing the plan, the County involved all appropriate County departments as needed. In addition, the planning was coordinated with the related activities of other concerned units and agencies of government and was developed under the guidance of the Racine County Hazard Mitigation Plan Task Force, which was created by the County specifically for plan development purposes and was comprised of elected and appointed officials; agency and business representatives; and citizens from throughout the County knowledgeable in hazard mitigation matters.

The County Board approved the County’s Countywide Hazard Mitigation Plan on November 7, 2017 and FEMA approved the plan on November 13, 2017. This plan must be adopted by all municipalities in order to maintain eligibility for Hazard Mitigation Grants. The City of Burlington previously adopted the plan in 2005.

**BUDGET/FISCAL IMPACT:**

N/A

**RECOMMENDATION:**

Staff recommends approval of the Racine County Hazard Mitigation Plan update to maintain eligibility for Hazard Mitigation Grants.

**TIMING/IMPLEMENTATION:**

This item is for discussion at the March 6, 2018 Committee of the Whole meeting and scheduled for final consideration at the March 20, 2018 Common Council meeting.

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**Attachments**

Resolution 4890(48)

Racine County approved resolution

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**Resolution Number: 4890(48)**  
**Introduced by: Committee of the Whole**

**A RESOLUTION TO ADOPT THE RACINE COUNTY HAZARD  
MITIGATION PLAN UPDATE 2017-2021**

**WHEREAS**, Racine County executed an agreement with the Southeastern Wisconsin Regional Planning Commission dated on November 29, 2000, to provide assistance with the development of a county-wide hazard mitigation plan leading to recommendations for reducing natural hazards and selected man-made and technical hazards potentially impacting Racine County; and,

**WHEREAS**, such plan was completed under a cooperative effort of the Racine County Department of Planning and Development, the Racine County Office of Emergency Management, and the Southeastern Wisconsin Regional Planning Commission under the guidance of the Racine County Hazard Mitigation Task Force; and,

**WHEREAS**, the initial Racine County Hazard Mitigation Plan was adopted by the County and approved by the City of Burlington as Resolution 3907(1) on April 6, 2005; and,

**WHEREAS**, the City of Burlington Common Council supports and generally concurs in the Racine County Hazard Mitigation Plan Update, and believes that the plan is a valuable guide to the means for reducing the impact of natural and other hazards that potentially could impact the City of Burlington; and,

**WHEREAS**, the preparation and adoption of the Hazard Mitigation Plan Update is a requirement for maintaining eligibility for certain hazard mitigation grant programs funded by the Federal Emergency Management Agency and administered by the State of Wisconsin Department of Military Affairs, Division of Emergency Management.

**NOW THEREFORE BE IT RESOLVED** that the City Council hereby adopts the Racine County Hazard Mitigation Plan Update 2017-2021 as set forth in SEWRPC Community Assistance Planning Report No. 266. A copy of said report is on file with the City Clerk and with the Burlington Public Library.

**BE IT FURTHER RESOLVED** by the City Council that the City Clerk is directed to transmit a certified copy of this resolution to both the Southeastern Wisconsin Regional Planning Commission and the Racine County Office of Emergency Management.

Introduced: March 6, 2018  
Adopted:

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Jeannie Hefty, Mayor

Attest:

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Diahnn Halbach, City Clerk

1 RESOLUTION NO. 2017-55

October 26, 2017

2  
3 RESOLUTION BY THE RACINE COUNTY ECONOMIC DEVELOPMENT AND LAND USE  
4 PLANNING COMMITTEE RECOMMENDING ADOPTION OF THE RACINE COUNTY  
5 HAZARD MITIGATION PLAN UPDATE: 2017-2021  
6

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

8  
9 WHEREAS, in December 2000, the Southeastern Wisconsin Regional Planning  
10 Commission (SEWRPC) and the Racine County Office of Emergency Management and  
11 Department of Planning and Development agreed to cooperatively prepare an all hazards  
12 mitigation plan for Racine County;  
13

14 WHEREAS, the initial Racine County Hazard Mitigation Plan was adopted by the  
15 County and approved in 2004 and was subsequently adopted by the municipalities within  
16 the County;  
17

18 WHEREAS, the mitigation planning requirements of 44 Code of Federal  
19 Regulations, Section 201.6(d) [44 CFR 201.6(d)] call for local hazard mitigation plans to be  
20 reviewed; updated to reflect changes in development, progress in local mitigation plan  
21 efforts, and changes in priorities; and re-approved every five years for local jurisdictions to  
22 be able to receive hazard mitigation funding;  
23

24 WHEREAS, the Racine County Hazardous Mitigation Plan Update was guided by a  
25 Hazard Mitigation Task Force consisting of elected and appointed officials from the County  
26 and municipalities in the County; agency and business representatives; and citizens from  
27 throughout the County knowledgeable in hazard mitigation matters.  
28

29 WHEREAS, the plan was designed to be consistent with the guidelines of the  
30 Wisconsin Department of Military Affairs, Division of Emergency Management, and the  
31 Federal Emergency Management Agency (FEMA); and with the requirements and  
32 procedures defined in the Disaster Mitigation Act of 2000.  
33

34 WHEREAS, the County has duly noticed a public information meeting on the Hazard  
35 Mitigation Plan Update and a public information meeting was held on Wednesday, April  
36 26, 2017.  
37

38 NOW, THEREFORE, BE IT RESOLVED, that the Racine County Economic  
39 Development and Land Use Planning Committee hereby approves the hazard mitigation  
40 plan embodied in *SEWRPC Community Assistance Planning Report No. 266 (3rd Edition)*,  
41 *Racine County Hazard Mitigation Plan Update: 2017-2021*.  
42

43 BE IT FURTHER RESOLVED by the Racine County Board of Supervisors that the  
44 Racine County Clerk is directed to transmit copies of this resolution to the Southeastern  
45 Wisconsin Regional Planning Commission (SEWRPC), to the Racine County Office of  
46 Emergency Management and the Racine County Public Works and Development Services  
47 Department and to all municipal clerks within seven (7) days after this resolution is  
48 adopted.

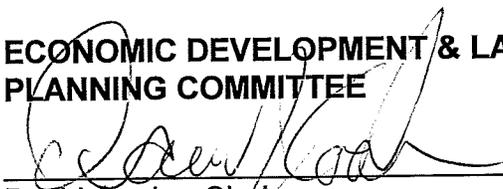
2  
3  
4 Respectfully submitted,

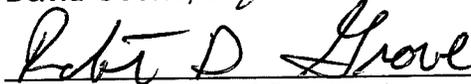
5  
6 1st Reading 10-26-17  
7  
8 2nd Reading 11-7-17  
9

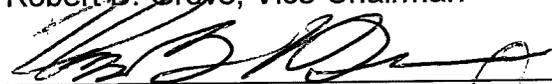
**ECONOMIC DEVELOPMENT & LAND USE  
PLANNING COMMITTEE**

10 BOARD ACTION

11 Adopted yes  
12 For \_\_\_\_\_  
13 Against \_\_\_\_\_  
14 Absent \_\_\_\_\_

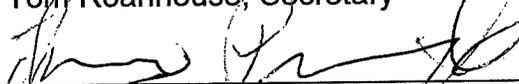
  
\_\_\_\_\_  
David Cooke, Chairman

  
\_\_\_\_\_  
Robert D. Grove, Vice-Chairman

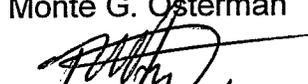
  
\_\_\_\_\_  
Tom Roanhouse, Secretary

15  
16 VOTE REQUIRED: Majority

17  
18 Prepared by:  
19 Public Works & Development  
20 Services Department

  
\_\_\_\_\_  
Thomas Pringle

  
\_\_\_\_\_  
Monte G. Osterman

  
\_\_\_\_\_  
Tom Hinczy

  
\_\_\_\_\_  
Mark Gleason

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32  
33 The foregoing legislation adopted by the County Board of Supervisors of Racine  
34 County, Wisconsin, is hereby:

35  
36 Approved: \_\_\_\_\_

37 Vetoed: \_\_\_\_\_

38  
39 Date: \_\_\_\_\_

40  
41 \_\_\_\_\_  
42 Jonathan Delagrave, County Executive

43  
44  
45  
46 FISCAL NOTE - NOT APPLICABLE  
47



## COMMITTEE OF THE WHOLE

## ITEM NUMBER 6H

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**DATE:** March 6, 2018

**SUBJECT:** RESOLUTION 4891(49) to consider approving an amendment to the City of Burlington Fee Schedule.

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

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### **BACKGROUND/HISTORY:**

The City maintains an official fee schedule that encapsulates all fees among the various city departments. This fee schedule was last updated on April 5, 2017. In an effort to be fiscally responsible with services provided, as well as cognizant of trends among comparable communities, staff analyzed this schedule to remain consistent with other municipalities, while maintaining reasonable fees for our patrons. The current fees that were amended are incorporated with the proposed changes (in red) on the attached fee schedule.

Several fees were amended as highlighted below:

#### **Ch. 67 – Records**

- Photocopies were reduced to \$0.25 each

#### **Ch. 115 – Building Construction**

- Removed \$25 Weatherization & Stipulation fee (*State eliminated requirement*)
- Added ADA ramp permit fee for \$65 (*NEW*)
- Added Raze fee for 1 & 2 family dwellings for \$200 (*NEW*)
- Added driveway alteration/addition/relocation permit fee for \$50 (*NEW*)
- Added plan review fee for small industrial/manufacturing buildings for \$125 (*NEW*)
- Added cellular tower modification fee of \$120 (*NEW*)
- Added cellular tower new installation fee of \$750 (*NEW*)
- Added cold storage & mechanicals fee of \$0.26/square foot (*NEW*)
- Changed commercial/multi-family/industrial HVAC installation fee to \$85/inspection when sq. ft. cannot be calculated
- Changed commercial/multi-family electrical fee to \$85/inspection when sq. ft. cannot be calculated
- Changed commercial/multi-family/industrial minimum permit fee to \$85

#### **Ch. 274 – Streets & Sidewalks**

- Added Snow & Ice Removal fee of \$110 administrative fee, plus equipment cost and hourly labor (doubled) (*NEW*)

### **BUDGET/FISCAL IMPACT:**

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

### **RECOMMENDATION:**

Staff recommends approval of the revisions to the City of Burlington Fee Schedule.

### **TIMING/IMPLEMENTATION:**

This item is for discussion at the March 6, 2018 Committee of the Whole meeting and scheduled for final consideration at the March 20, 2018 Common Council meeting.

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**Attachments**

Resolution for Fee Schedule Amendments  
2018 Proposed Fee Schedule

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**RESOLUTION NO 4891(49)**  
**Introduced by the Common Council**

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

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

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

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

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

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

Introduced: March 6, 2018  
Adopted:

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

Attest:

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



## City of Burlington Fee Schedule

Revised 2/2017

<b>Ch. 9 Budget and Finance</b>		
9.8	Special Assessment or other status letter	\$35
<b>Ch. 22 Departments</b>		
22-7	Fingerprint Fee	\$20
<b>Ch. 31 Emergency Government</b>		
31-9	Vehicle Storage Fee	\$10/day or portion thereof
<b>Ch. 67 Records</b>		
67-6	Photocopies (letter or legal size, copied on site)	<del>\$0.50</del> \$0.25 per page
	Other reproductions or photography	Actual cost
	Audio Tape	\$15
	Compact Disc/DVD	\$10
	Video Tape	\$20
	Search fees if in excess of \$50.00	\$17.60 per hour, or actual cost
	Mailing	Actual cost
	Frequently asked for documents	
	Entire Municipal Code	Actual cost charged by code co.
	Municipal Code Supplements (Ordinances)	\$0.25 per page printed
	Zoning Code	\$20
	Fire Prevention Code	\$20
	Zoning Map	\$15
	Voting Map	\$15
	24" x 36" prints	\$3.75 each
<b>Ch. 100 Amusements and Special Events</b>		
100-1	Circus or Caravan License	\$30 per day
100-1	Show, Event or Amusement License	\$25 per day
100-3	Block Party Permit	Actual cost per man hour for city services
100-5	Special Event Permit	Actual cost per man hour and items requested for City services and processing fees

<b>Ch. 104</b>		<b>Animals</b>	
104-2	Special Permit		\$10
104-3	Dog - Altered		\$6
	Dog - Unaltered		\$10
	Late Fee		\$10 after April 1 or 8 months old within year
104-4	Cat - Altered		\$6
	Cat - Unaltered		\$10
	Late Fee		\$10 after April 1 or 8 months old within year
104-8	First Impoundment		\$15
	Second Impoundment		\$25
	Third Impoundment		\$40
104-12	Commercial License		\$15
<b>Ch. 110</b>		<b>Bicycles and Play Vehicles</b>	
110-1	Bicycle Registration		No charge - Valid for life of bicycle
<b>Ch. 115</b>		<b>Building Construction</b>	
<del>115-6</del>	<del>Weatherization stipulation or waiver fee</del>		<del>\$25</del>
115-9	<b>1 and 2 Family Dwelling</b>		
	Minimum Permit Fee for All Building Permits		\$65
	Early Start		\$200
	Plan Review		\$175
	Zoning		\$75
	Erosion Control		\$150
	New 1 & 2 Family (including decks)		\$0.32/ sq. ft.
	State Seal		\$50
	Occupancy		\$65
	Temporary Occupancy		\$80
	911 Address number		\$15
	Additions + Mechanicals		\$0.32/ sq. ft. Min. \$190
	Plan Review		\$100
	Certificate of Completion/occupancy		\$50
	Remodel/Basement Finish + Mechanicals		\$0.32/ sq. ft. Min. 120
	Plan Review		\$50
	Certificate of Completion		\$25
	Add Bath (all trades included)		\$200
	Kitchen Remodel (includes all trades)		\$165
	Bath Remodel-fixture replacement only (includes all trades)		\$120
	Modular Home (includes all trades)		\$800
	Accessory Building ( <del>includes zoning</del> )		
	Plan Review <u>&amp; Zoning</u>		\$50
	Less than 120 sq. ft. ( <u>includes zoning</u> )		\$100
	Greater than 120 sq. ft.		\$0.28 sq. ft. Min \$120
	Manufacture built (no plan review needed)		\$75
	Decks/Gazebo/Pergolas (includes plan review & zoning)		\$150
	Exterior Entry Landing/ <u>Ramp</u> (Under 25 sq. ft.)		\$85 (Includes plan review)
	<u>ADA Ramp Manufactured</u>		<u>\$65</u>
	Re-inspection fee		\$75

	Where sq. footage cannot be calculated	\$11 per \$1000 of valuation
	<u>Raze</u>	<u>\$200 (Fees may be waived at the discretion of the Building Inspector)</u>
115-9	<b>Miscellaneous 1 and 2 Family</b>	
	Permit renewal	\$75/inspection, Min. \$100
	Roof/Siding	\$50
	Add window/door	\$85/inspection
	Foundation Repair	\$120
	Fence	\$50
	<u>Driveway addition/alteration/relocate</u>	<u>\$50</u>
115-9	<b>Commercial/Multifamily</b>	
	Minimum permit fee	\$100
	Permit Renewal	\$85/Inspection, Min. \$200
	Early Start	\$245
	Plan Review	\$250 + \$25/ <u>per additional</u> units
	Zoning	\$125
	Erosion Control	\$180/Building + \$5/1,000 Sq. Ft. Max. \$2,000
	New Building	\$0.32/ sq. ft.
	Occupancy	\$190 + \$ 50/unit
	Temporary Occupancy	\$80
	Tenant Finish/Remodel /Addition	\$0.32/ sq. ft., Min. \$200
	Plan Review/ <u>Zoning</u>	\$225
	Certificate of Completion	\$50
	Decks/Gazebo/Pergolas (includes plan review & zoning)	\$200
	Accessory Structures	\$0.32/ sq. ft., Min. fee \$180
	Plan review	\$75
	Certificate of completion	\$50/unit
	Where Square footage cannot be calculated	\$12/ \$1,000 value of project
115-9	<b>Industrial/Manufactory Building</b>	
	Minimum Permit Fee	\$100
	Permit Renewal	\$85/Inspection Min. \$200
	Early Start	\$245
	Plan Review	\$225
	<u>Plan Review (&lt;\$40,000)</u>	<u>\$125</u>
	Zoning	\$125
	Erosion Control	\$180/Building + \$5/1000 Sq. Ft.
	New Building (not including office/lab or similar area)	\$0.26/ sq. ft.
	Office/Lab or similar area	\$0.32/ sq. ft.
	Occupancy	\$190
	Temporary Occupancy	\$190
	Remodel/Addition (not including office/lab or similar area)	\$0.26/ sq. ft.
	Office/Lab or similar areas	\$0.32/ sq. ft.
	Plan review	\$100
	Certificate of Compliance	\$50/unit
115-9	<b>Miscellaneous Commercial/Multifamily/Industrial/Manufactory Fees</b>	
	Minimum Permit Fee	\$65
	Re-inspection Fee	\$75 1st time/100 each time after

Missed inspections	\$75
Work Started without permits	Double Fee
Special Inspection, Reports or Letter	\$75/hr.
<u>Cellular Tower Modification</u>	<u>\$120</u>
<u>Cellular Tower Installation – New</u>	<u>\$750</u>
<u>Cold Storage + Mechanicals</u>	<u>\$0.26 sf. ft.</u>
Wrecking, Razing or Demolition	\$75 + \$0.10/sq. ft. / Max. <u>\$750/building</u> (Fees may be waived at the discretion of the Building Inspector)
Roof	\$11/\$1,000 value of project / <u>Max. \$250</u>
Siding	\$100
Fence (include zoning)	\$50
Driveway	\$50
Pools/Hot tub above ground (include zoning) + Mechanicals	\$120 (includes 2 inspections)
Pools built-in (include zoning) + Mechanicals	\$180 (includes 3 inspections), \$65 each additional inspection
Signs/Awning (each)	\$65
Temporary Sign Permit	\$65
Dumpster / Receptacle Enclosure Permit	\$65
Yard Sprinkler System	\$65

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

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

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

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

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

#### Ch. 115 Heating and Air Conditioning

Plan Review if not submitted at time of original review	\$65
Minimum Permit fee	\$65

Ch. 115-9	<b>New 1 and 2 Family Residential</b>	\$ 60 base fee + .07/ sq. ft.
	Addition	\$ 60 base fee + .07/ sq. Ft.
	Remodel (duct alteration only)	\$ 65
	HVAC Appliance replace/added + electrical	\$ 65 each

115-9	<b>Commercial/Multi Family</b>	
	New/Addition/Remodel	\$100 base fee + \$ .06/ sq. ft.
	Minimum permit fee	\$100
	<u>Per HVAC unit</u>	<u>\$65</u>
	<u>Where sq. ft. cannot be calculated</u>	<u>\$85/inspection</u>

#### 115-9 **Industrial/Manufactory**

New/Addition/Remodel	\$100 base fee+ \$0.04 sq. ft.
Minimum permit fee	\$100
<del>Where sq. ft. cannot be calculated</del>	<del>\$85/inspection</del>
<del>Per HVAC unit</del>	<del>\$65</del>

115-9	<b>Commercial/Multi Family/Industrial/Manufactory – Additional or Replace Units</b>	
	Air Conditioning <del>Permit-Unit</del> (Up to 3 tons or 36,000 BTUs)	\$100/unit
	Air Conditioning <del>Permit-Unit</del> (Over 3 tons)	\$16/ton (12,000 BTUs) or fraction Thereof, Max. \$750/unit
	Exhaust Hood System- <del>Permit</del> (New/ Replace)	\$ 200
	Heating & Air Conditioning Distribution System	\$0.04/ sq. ft. of conditioned area. Min. \$100
	Heating, Incinerator Unit or Wood Burning Appliance (Up to & including 150,000 BTUs)	\$65/unit
	Heating, Incinerator Unit or Wood Burning Appliance (Over 150,000 BTUs)	\$16/unit per 50,000 BTUs or fraction thereof, Max. \$750/unit

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**Ch. 128 Cigarettes and Tobacco Products**

128-1	Cigarette License	\$100
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**Ch. 142 Electrical Work / Inspections**

142-5	<b>1 and 2 Family Dwelling</b>	
	Minimum permit fee	\$65
	New /Remodel/Addition	\$60 base + \$0.10/ sq. ft.
	Where Sq. Ft. cannot be calculated	\$65 + \$3 / device
	Accessory Building	\$60 base fee +\$0.10/ sq. ft.

142-5	<b>Multi Family/ Commercial</b>	
	Minimum permit fee	\$100
	New/Addition/Remodel (plus electric service)	\$100 base + \$0.10/ sq. ft.
	Where sq. ft. cannot be calculated	\$85 + \$4 /device
	Plan review if not submitted at time of original review	\$65
	<del>Where sq. ft. cannot be calculated</del>	<del>\$85/inspection</del>

142-5	<b>Industrial/Manufactory</b>	
	Minimum permit fee	\$100
	New /Addition/ Remodel (plus electric service)	\$120 Base fee + \$ .08/ sq. ft.
	Office/Lab /similar areas	\$0.10/ sq. ft.
	Where Sq. Ft. cannot be calculated	\$85 + \$4/device
	Plan review if not submitted at time of original review	\$65

142-5	<b>Miscellaneous Fees</b>	
	Special Inspections	\$85
	New/Temporary/Upgrade service	
	Feeder panel	\$65
	0 to 200 amp	\$100
	201- 400 amp	\$120
	401 amp and up	\$240
	Accessory Structure+ electrical service	\$65 Base fee + \$ 8/device

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

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**Ch. 165      Geographical Designation and Logo**

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

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

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

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**Ch. 193      Junk Collectors / Dealers**

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

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**Ch. 219      Noise**

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

<b>Ch. 227 Public Nuisance</b>		
227-3	Noxious and other weeds	\$110.00 Administration fee, plus equipment cost, and hourly labor (doubled)
<b>Ch. 234 Parks and Public Areas</b>		
234-2	Special Occasion Permit	\$15
234-3	Overnight Camping Permit	\$15
	Pavilion Rental for City residents	\$50
	Pavilion Rental for non-residents	\$100
	Park rental security deposit	\$100
<b>Ch. 243 Plumbing</b>		
243-5	<b>New 1 and 2 Family</b> Addition/Remodel	\$60 base fee + \$ .10/ sq. ft. \$ 15 per fixture +\$65 per inspection, Minimum \$125
243-5	<b>New Commercial/ Multifamily</b> Plan Review if not submitted at time of original review Minimum Permit Fee Addition/Remodel <del>(All building types)</del>  Sanitary & Storm Sewer Building Drain  Water, Sanitary & Storm Sewer Laterals  Sanitary & Storm Sewer  Manhole & Catch Basin Back Flow Preventers	\$100 base fee + \$0.10/sq. ft. \$65 <del>\$6585</del> \$15/fixture + <del>\$6585</del> / anticipated inspections, min. fee \$ 225 \$75 for 1st. 100 ft. + \$0.45/ea. additional ft. \$75 for 1st 100 ft. + \$0.45/ea. additional ft. \$75 for 1st. 100 ft. + \$0.45/ea. additional ft. \$15/each \$120
243-5	<b>New Manufactory/Industrial</b> Plan Review if not submitted at time of original review Minimum Permit Fee Addition/Remodel <del>(All building types)</del>  Sanitary & Storm Sewer Building Drain  Water, Sanitary & Storm Sewer Laterals  Sanitary & Storm Sewer  Manhole & Catch Basin Back Flow Preventers	\$100 Base fee + \$0.06/sq. ft. \$65 <del>\$6585</del> \$15/fixture + <del>\$6585</del> / anticipated inspections, min. fee \$ 225 \$75 for 1st. 100 ft. + \$0.45/ea. additional ft. \$75 for 1st 100 ft. + \$0.45/ea. additional ft. \$75 for 1st. 100 ft. + \$0.45/ea. additional ft. \$15/each \$120
<b>Ch. 254 Sales</b>		
254-1	Direct Seller's Registration	\$50.00
254-1.1	Weights and Measures License Annual Assessment	\$30.00 Amount set by Council according to class of license
254-2	Vendor Vehicle Permit	

	Pushed, Pedaled or Pulled Vehicle	\$20.00
	Motorized Vehicle	\$30.00
254-3	Farmer's Market Permit	Handled by Farmers Market
254-5	Special Event Sales Permit	\$30.00

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**Ch. 259 Sewers**

259-5	Sewer Connection Fee, within City	\$1,650.00 per REU
259-13	Industrial Discharge Permit	\$110.00
259-16	Septage Disposal Permit	\$110.00

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**Ch. 270 Stormwater Management**

270-12	Stormwater Permit	Actual cost of City Engineer's charges
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**Ch. 274 Streets and Sidewalks**

<u>274-9</u>	<u>Snow and Ice Removal</u>	<u>\$110.00 Administration fee, plus equipment cost, and hourly labor (doubled)</u>
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274-11	Outdoor Seating Permit B2 & B2A Zoning Dist. Sidewalk Seating Permit without alcohol	\$30
	Sidewalk Seating Permit with alcohol	\$45
274-18	Right-of-way Work	Deposit \$2,000.00 Refundable on satisfactory restoration
274-20	Right-of-way Permit Excavation below 12" deep or pavement	\$175
	Surface or above 12" below surface	\$30
	Dumpster or construction vehicle placement	\$30

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**Ch. 278 Subdivision of Land**

278-76	Objecting Agency Review Fee	Actual cost charged by Agency
278-77	Preliminary Plat/CSM Review Reapplication	\$35 Base fee, plus \$7 per lot \$30
278-78	Improvement Review Fee	1% of estimated cost of public Improvements
278-79	Inspection Fee	Actual cost of City Engineer's Charges
278-80	Final Plat/CSM Review Reapplication	\$8 Base fee, plus \$2 per lot \$8
278-81	Public Site Fee	\$500 per dwelling unit
278-82	Street Tree Fee	\$135 per tree required
278-83	Engineering Fee	Actual cost of City Engineer's charges
278-84	Administrative Fee	Actual cost of City's expenses

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**Ch. 293 Vehicles and Traffic**

293-3	All Night Parking Permit	\$10 per month
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293-6	Parking Permit for Municipal Lot	\$10 per month
293-8	Key Return Fee	\$5
293-18	Impoundment Storage Fee	\$50 per day or portion thereof

**Ch. 297      Vehicles for Hire**

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297-1	Taxicab License	
	First vehicle	\$60 plus publication charge
	Each additional vehicle	\$30
297-2	Carriage License	\$30 per carriage

**Ch. 304      Water**

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304-11	Flow Tests	\$10
304-11	Water Rates	As approved by the PSC & Council in Rate Schedule
304-13	Well Operation Permit	\$75 permit must be renewed every five years

**Ch. 315      Zoning**

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PUD Overlay District	\$500 Deposit +/- Actual
Conditional Use Permit	\$500 Deposit +/- Actual
Certified Survey Map Review	\$500 Deposit +/- Actual
Site Plan Review	\$500 Deposit +/- Actual
Rezoning/change Application	\$500 Deposit +/- Actual
Historic Preservation District Certificate of Appropriateness	\$150 Deposit +/- Actual
Historic Preservation District Sign Application	\$150 Deposit +/- Actual
Variance Application/Zoning Appeal	\$150 Deposit +/- Actual
Quarry Operation Cond. Use	\$200 per year