



CITY OF BURLINGTON

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

AGENDA COMMITTEE OF THE WHOLE

Tuesday, March 20, 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 Committee of the Whole meeting minutes for March 6, 2018.
4. **RESOLUTIONS:**
 - A. **Resolution 4892(50)** - to adopt an intergovernmental agreement and ground lease between the City of Burlington and the Tri-County Fire and Rescue Association Inc.
 - B. **Resolution 4893(51)** - to approve the Award of Bid for the Lewis Street Wall Project to All-Ways Contractors for the Total Amount of \$257,975.
 - C. **Resolution 4894(52)** - to approve a preliminary resolution Declaring Intent to Exercise Special Assessment Powers Under §66.0703, Wisconsin Statutes for Reconstruction of Sidewalks at Various Locations.
 - D. **Resolution 4895(53)** - to consider approving an Extraterritorial Zoning Certified Survey Map for property located at 33911 Hillcrest Drive.
 - E. **Resolution 4896(54)** - to approve a contract with Great Lakes TV to Inspect the City's Sanitary Sewer System in the Amount of \$12,449.36.

5. **ORDINANCES:** There are none.

6. **MOTIONS:**

A. **Motion 18-893** to consider approving the 2018 Fireworks Agreement for July 4, 2018 with Five Star Fireworks Co.

7. **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

DATE: March 20, 2018

SUBJECT: Committee of the Whole Minutes for March 6, 2018

SUBMITTED BY: Diahnn Halbach, City Clerk

BACKGROUND/HISTORY:

The attached minutes are from the March 6, 2018 Committee of the Whole meeting.

BUDGET/FISCAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval of the attached minutes from the March 6, 2018 Committee of the Whole meeting.

TIMING/IMPLEMENTATION:

This item is scheduled for final consideration at the March 20, 2018 Common Council meeting.

Attachments

COW Minutes



CITY OF BURLINGTON

City Clerk
300 N. Pine Street, Burlington, WI, 53105
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CITY OF BURLINGTON
Committee of the Whole Minutes
Jeannie Hefty, Mayor
Diahnn Halbach, City Clerk
Tuesday, March 6, 2018

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

Mayor Hefty called the meeting of the Committee of the Whole to Order on Tuesday, March 6, 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, DPW Director Peter Riggs, and Library Director Joe Davies. Also in attendance: Gregory Governatori, Kapur and Associates.

2. **Citizen Comments**

Lorette Yanny - 625 Spring Valley Road, Burlington Wisconsin - inquired as to why there was a vehicle counter placed on their road and wanted to know if the City was aware of any further development plans for this area. Yanny also asked about the possibility of re-routing the gravel truck traffic, reducing the speed limit to 35 mph, and wanted to know why traffic wasn't allowed to turn left off of Hwy 36 into the Aurora Facility.

Administrator Walters suggested that Yanny contact her to schedule a time for them to meet to further discuss her concerns.

3. **Approval of Minutes**

A motion was made by Alderman Grandi with a second by Alderman Dawidziak to approve the February 21, 2018 Committee of the Whole meeting minutes. With all in favor, the motion carried.

4. **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.

Mayor Hefty introduced Resolution 4884(42). Steve DeQuaker then explained that this is the first step in closing Tax Increment Finance District (TID) #3, which was created in September 1992 and amended in 2014 to allow increment sharing with the Environmental Remediation Tax Increment Financing District 1 (ER TID 1). DeQuaker then reviewed the Budget and Fiscal impact and stated that 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. DeQuaker then distributed a handout of the Projected Levy Impact on the Close of both ER TID 1

and TID 3 and discussion ensued.

- 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.

Mayor Hefty introduced Resolution 4885(43) and stated that this resolution is associated with Resolution 4884(42). DeQuaker explained that TID 3 was amended in October 2010, which pulled parcels out of TID 3 and created the ER TID 1, which now contains the parking structure, the Hampton Hotel and the vacant lot next to the parking structure.

DeQuaker stated that after review of the increments and expenditures for both ER TID 1 and TID 3 through the 2017 Tax year, that ER TID 1, after receiving an increment share from TID 3, can pay off its debt and be closed in 2018, even though the statutory close date isn't until 2021. DeQuaker further stated that TID 3, after sharing increment with ER TID 1, will have an excess increment; however, ER TID 1 will not have any excess increment.

- C. **Resolution 4886(44)** to approve a Letter of Engagement with Ehlers, Inc. to provide Tax Incremental District financing services.

Mayor Hefty introduced Resolution 4886(44). Walters explained that Ehlers has been instrumental in assisting the City with the creation, development, financing and management of the City's TIF Districts and that staff has requested that Ehlers assist with the creation of TID 6 for expansion of the Burlington Manufacturing and Office Park (BMOP), which will include three areas of study. Walters further stated that the Phase 1 feasibility study would cost approximately \$5,700, with the total contract being \$14,500.

Alderman Vos asked if costs were recoverable if the TIF is created. Walters responded that costs would be recovered via resolution.

- 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.

Mayor Hefty introduced Resolution 4887(45). Walters explained that the owner of the property submitted a petition for direct annexation in order to have access to municipal sewer and water. Walters further stated that Council approval of the petition is the first step in the annexation process, and the next step will be for the Plan Commission to review the annexation and requested zoning, which will then go back to Council for consideration.

Alderman Vos asked where exactly this property was located and if it created an island. Walters responded that an island would not be created and the property is located adjacent to the Waste Water Treatment Plant.

- 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.

Mayor Hefty introduced Resolution 4888(46). Peter Riggs explained that staff had discovered an issue with the pump at Well #7 and since the flood, there has been a marked decrease in pump efficiency, which has resulted in increased electrical costs per gallon of water pumped. Riggs stated that in order to resolve the issue, Well #7 and the Origen Street water tower would be need to be taken out of service in order to replace the pump. Riggs also stated that while the well and tower are out of service, it would be a good time to replace the motor starter with a variable frequency drive (VFD), which is more efficient and yield considerable reductions in electric consumption.

Alderman Schultz asked how long the project would take. Riggs responded two to three weeks and that now would be good timing for the project since water usage is lower in the winter.

- 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.

Mayor Hefty introduced Resolution 4889(47). Riggs stated that this project was presented during the 2018 Budget workshops, and is a necessary step towards achieving compliance with the City's phosphorous discharge limit required by the WPDES permit. Riggs further stated that the phosphorous analyzer provides real time data of phosphorous levels which then allows for more accurate dosing of the effluent and this accuracy will provide for less consumption of treatment chemical and some reduction of the phosphorous discharge.

- G. **Resolution 4890(48)** to adopt the Racine County Hazard Mitigation Plan Update 2017-2021.

Mayor Hefty introduced Resolution 4890(48). Walters explained that 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, which was prepared by the staff of the Racine County Office of Emergency Management and Department of Planning and Development, and the Southeastern Wisconsin Regional Planning Commission. Walters further stated that this plan must be adopted by all municipalities in order to maintain eligibility for Hazard Mitigation Grants.

- H. **Resolution 4891(49)** to consider approving an amendment to the City of Burlington Fee Schedule.

Mayor Hefty introduced Resolution 4891(49). Megan Watkins stated that the fee schedule was last updated on April 5, 2017 and in an effort to be fiscally responsible with services provided, has been monitored throughout the year. Watkins further stated that in order to remain consistent with other municipalities, several fees were amended, which included both increases and decreases.

Alderman Schultz asked for clarification in regards to Record Search Fees as "\$17.60 per hour, or actual cost". Staff was not able to provide an immediate answer; however Walters stated that most records are sent electronically and don't typically incur a fee.

5. **ORDINANCES:** There were none.

6. **MOTIONS:** There were none.

7. **ADJOURNMENT**

A motion was made by Alderman Dawidziak with a second by Alderman Preusker to adjourn the meeting. With all in favor, the meeting adjourned at 7:45 p.m.

Minutes respectfully submitted by:

Diahnn C. Halbach
City Clerk
City of Burlington



COMMITTEE OF THE WHOLE**ITEM NUMBER 4A**

DATE: March 20, 2018**SUBJECT:** **RESOLUTION 4892(50)** - to adopt an intergovernmental agreement and ground lease between the City of Burlington and the Tri-County Fire and Rescue Association Inc.**SUBMITTED BY:** Alan Babe, Fire Chief

BACKGROUND/HISTORY:

In March 2017 the City of Burlington Fire Department sought support from the Common Council to locate a privately funded training facility to the Department of Public Works site. Following the support from Council the attached timeline summarizes the process from February 2017 to date. The next step in the process includes approval of the ground lease as the training facility will reside on the City of Burlington land at the Department of Public Works and the Intergovernmental Agreement (both attached) by the City of Burlington, Town of Burlington Fire Department, Rochester Volunteer Fire Company and Town of Wheatland Fire Department and the City of Burlington Volunteers Firefighters Association for the for the construction and use of the fire facility.

BUDGET/FISCAL IMPACT:

The City of Burlington Fire Department and the City of Burlington Volunteer Firefighters Association is not seeking any taxpayer dollars. Monies will be acquired through donations, grant applications and fund raising efforts. This will be a collaborated effort with the aforementioned fire departments. The cost of a facility is \$166,957.09. Year to date the Tri-County Fire and Rescue Association has collected \$23,965.03 and will obtain a loan to fund the remaining project. Initial party funding per the intergovernmental agreement has been funded by the sum of \$5000.00 per each agency.

Once all approvals are received it is anticipated the construction would begin in May of 2018.

RECOMMENDATION:

City staff and Volunteers recommend approving the intergovernmental agreement and ground lease.

TIMING/IMPLEMENTATION:

This item is for discussion at the March 20, 2018 Committee of the Whole meeting and is scheduled for final consideration at the April 4, 2018 Common Council meeting.

Attachments

Res 4892(52) Intergovernmental Agreement
Tri County Governmental Agreement
Ground Lease Agreement
Timeline
Tri County Budget
Training Facility Site Map
Training Facility Memo
Training Facility_Legal Description
Concept Drawing

**A RESOLUTION TO ADOPT AN INTERGOVERNMENTAL AGREEMENT AND
GROUND LEASE BETWEEN THE CITY OF BURLINGTON AND THE TRI-COUNTY
FIRE AND RESCUE ASSOCIATION, INC.**

WHEREAS, the City of Burlington and the Tri-County Fire & Rescue Association, Inc. (Tri-County), being a Wisconsin not-for-profit corporation, wish to enter into an Intergovernmental Agreement and attached Ground Lease to create a cooperative and joint effort to (i) construct a special training building, and (ii) once so constructed, for the parties to use said Building as a training facility for the training of fire fighters and other first responder personnel; and,

WHEREAS, the Tri-County Fire & Rescue Association, Inc. is comprised of the City of Burlington Volunteer Firefighters Association, the Town of Burlington, the Town of Wheatland Fire Department and the Rochester Volunteer Fire & Rescue Company; and,

WHEREAS, said agreement will create a cooperative and joint effort to construct a special training building, and once so constructed, for the parties to use said Building as a training facility for the training of fire fighters and other first responder personnel; and,

WHEREAS, Tri-County shall be responsible for the operation and use of the Training Facility. It is intended that City of Burlington Volunteer Firefighters Association, Burlington, Wheatland, and Rochester provide funding, in equal shares, to Tri-County on an annual basis to cover the costs incurred annually by Tri-County in operating, maintaining, repairing, and otherwise keeping the Training Facility in a good, working condition; and,

WHEREAS, the Common Council of the City of Burlington hereby approves an Intergovernmental Agreement and attached Ground Lease with the Tri-County Fire & Rescue Association, Inc., hereto attached 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, that the City of Burlington adopt the attached Intergovernmental Agreement and attached Ground Lease with the Tri-County Fire & Rescue Association, Inc.

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

Introduced: March 20, 2018
Adopted:

Jeannie Hefty, Mayor

Attest:

Diahn Halbach, Clerk

INTERGOVERNMENTAL AGREEMENT

For the Construction and Use of a Training Facility
for Fire Fighters and Other First Responders

This agreement (“Agreement”) is made and entered into this _____ day of _____, 2018, by and between:

- a) The CITY OF BURLINGTON, WISCONSIN, being a municipal corporation organized under the laws of the State of Wisconsin (hereafter referred to as the “City”), with its City Hall located at 300 North Pine Street, Burlington, Wisconsin 53105.
- b) The CITY OF BURLINGTON VOLUNTEER FIREFIGHTERS ASSOCIATION INCORPORATED, a Wisconsin Non-Stock Corporation organized under Chapter 181 of the Wisconsin Statutes (hereinafter referred to as “CB Fire”), with its offices located at 165 West Washington Street, Burlington, WI 53105.
- c) The TOWN OF BURLINGTON FIRE DEPARTMENT, being a department of the Town of Burlington, Wisconsin a Town organized under the laws of the State of Wisconsin (hereinafter referred to as “Burlington”), with its Town Hall located at 32288 Bushnell Road, Burlington, Wisconsin 53105.
- d) The TOWN OF WHEATLAND FIRE DEPARTMENT, a department of the Town of Wheatland , Wisconsin being a Town organized under the laws of the State of Wisconsin (hereinafter referred to as “Wheatland”), with its Town Hall located at 34315 Geneva Road, New Munster, Wisconsin 53152.
- e) The ROCHESTER VOLUNTEER FIRE AND RESCUE COMPANY, being a Wisconsin Non-Stock Corporation organized under Chapter 181 of the Wisconsin

Statutes (hereinafter referred to as “Rochester”), with its offices located at the Rochester Fire Station, 31020 Academy Road, Rochester, Wisconsin 53167.

- f) The TRI-COUNTY FIRE & RESCUE TRAINING ASSOCIATION, INC., being a Wisconsin not-for-profit corporation (hereinafter referred to as “Tri-County”), with its offices located at 133 South Pine Street, Burlington, Wisconsin 53105 (c/o Atty. Brian Wanasek).

Section 1: Nature of the Agreement

1.01 This Agreement is, in part, an intergovernmental agreement entered into by the parties pursuant to the provisions of Section 66.0301(2) of the Wisconsin Statutes, as well as regular contracting procedures.

1.02 The purpose of the Agreement is to create a cooperative and joint effort to (i) construct a special training building (the “Building”), and (ii) once so constructed, for the parties to use said Building as a training facility (the “Training Facility”) for the training of fire fighters and other first responder personnel.

1.03 The Building will be constructed and owned by Tri-County, and will be located on land owned (and continued to be owned) by the City.

Section 2: Construction of the Building

2.01 Tri-County shall enter into a separate written agreement (the “Construction Contract”) with a qualified contractor (the “Contractor”) to construct the Building. Tri-County shall obtain the prior written approval of the City, CB Fire, Burlington, Wheatland, and Rochester of the Contractor and the Construction Contract before entering into the Construction

Contract (unless the Construction Contract contains an express contingency for such approval by the said other parties to this Agreement).

2.02 The Building will be constructed on land owned by the City. The specific location of the Building, and the dimensions and outer perimeter and elevations of the City land that will be used as a training site (the “Training Site”) under this Agreement, are shown and depicted in attached Exhibit A prepared by the engineers employed by the City. No rent shall be payable by Tri-County to the City for such use of the City real property.

2.03 The Building will be owned by Tri-County as its personal property (as noted in above Section 1.03). The real property that comprises the Training Site will continue to be owned by the City.

2.04 Subject to the prior written approval of the other parties, as required under above Section 2.01, Tri-County intends to enter into a Construction Contract with American Fire Training Systems, Inc. (“American Fire”), being an Illinois corporation with its offices located at 12315 South New Avenue, Lemont, Illinois 60439. The Building to be so constructed by American Fire, as the Contractor, is shown and described in attached Exhibit B.

2.05 Tri-County shall enter into a separate written agreement (the “construction contract”) with a qualified contractor (the “Contractor”) to construct the building. Tri-County shall obtain the prior written approval of the City, CB Fire, Burlington, Wheatland, and Rochester of the Contractor and the Construction Contract (unless the Construction Contract contains an express contingency for such approval by the said other parties to this Agreement). Tri-County shall also obtain all necessary permits required for the construction of the training center from the City of Burlington.

Section 3: Funding for the Construction of the Building

3.01 Tri-County intends to obtain a loan (the “Loan”) from the Fox River State Bank (the “Bank”), located at 241 East Jefferson Street, Burlington, Wisconsin, in an amount sufficient to fund the construction of the Building and to cover the initial related costs for this project.

3.02 No prior approval of Tri-County’s Loan shall be required to be obtained from the other parties to this Agreement . There shall be no lien or mortgage on the City’s real property. Tri-County shall be the sole borrower for the Loan, and none of the other parties to this Agreement shall be required to be guarantors or otherwise liable under the Loan.

3.03 CB Fire, Burlington, Wheatland, and Rochester shall, on or prior to the date of December 31, 2017, each pay to Tri-County the sum of Five Thousand Dollars (\$5,000.00) (the “Initial Party Funding”), for the purpose of providing to Tri-County the funds initially needed for this project. Such initial costs incurred by Tri-County will include (but not be limited to) initial Loan costs, Construction Manager costs, Tri-County attorney fees and accountant fees, and miscellaneous project costs. Tri-County shall present to each of the other parties a proposed written budget and an itemization of the funds needed for the said Initial Party Funds, along with such other written itemizations and financial information as one or more of the other parties may reasonably request of Tri-County. (Any such additional information so requested by one party shall then be given to all of the other parties by Tri-County.)

Section 4: Funding for the Operation and Use of the Training Facility

4.01 Tri-County shall be responsible for the operation and use of the Training Facility. All of the other parties to this Agreement shall follow, and comply with, the directives,

guidelines, rules, and regulations promulgated by Tri-County for the use of the Training Facility. Other non-parties may also use the Training Facility, subject, however, to (i) the prior written approval of Tri-County, and (ii) provided that such other non-parties comply with the conditions precedent and all other requirements imposed upon them by Tri-County for such use.

4.02 It is intended that CB Fire, Burlington, Wheatland, and Rochester provide funding, in equal shares, to Tri-County on an annual basis (the “Annual Party Funding”) to cover the costs incurred annually by Tri-County in operating, maintaining, repairing, and otherwise keeping the Training Facility in a good, working condition. Tri-County shall, on or before the date of October 31st of each year, provide to the other parties to this Agreement its proposed written budget for the then-next calendar year, with its requested Annual Party Funding from each of the other parties, along with such other written itemizations and financial information as one or more of the other parties may reasonably request of Tri-County. (Any such additional information so requested by one party shall then be given to all of the other parties by Tri-County.)

4.03 CB Fire, Burlington, Wheatland, and Rochester shall then each pay to Tri-County, on or before the date of December 31st of the same year (i.e. the year prior to the said then-next calendar year), the Annual Party Funding so requested by Tri-County, unless one (or more) of the other parties objects in writing to both Tri-County and to all of the other parties (the “Objection Notice”), to the said request for the Annual Party Funds. In the event of such an objection, (i) Tri-County shall immediately suspend all use of the Training Facility while the objection remains pending, and (ii) all of the parties to this Agreement shall make a good-faith effort to resolve the objection(s).

4.04 If, despite good-faith efforts to do so, the parties to this Agreement are not able to resolve the objection(s) of the objecting party(ies) within Sixty (60) days of the date of the Objection Notice, then:

- a) The objecting party(ies) shall (i) automatically be removed as a party to this Agreement, subject to the provisions of Section 4.05, and (ii) shall automatically forfeit any and all rights that it may have under or pursuant to this Agreement, notwithstanding its prior Initial Party Funding and/or other support of the Training Facility, unless the objecting party pays the assessment within Thirty (30) days of the earlier of the initial termination of good-faith efforts to resolve the objection or Sixty (60) days of the date of the Objection Notice.
- b) The remaining non-objecting parties shall then, if they all so agree in writing, continue to operate the Training Facility under the terms and provisions of this Agreement.
- c) If all of the remaining non-objecting parties to this Agreement do not, however, all agree in writing to so continue to operate the Training Facility, then this Agreement shall automatically be deemed terminated, and the provisions of below Section 6.01(a) shall apply.

4.05 In the event a Party withdraws from this Agreement as set forth in a) below, or has its rights terminated pursuant to Section 4.04 a), the provisions of Section 4.05(b) below shall apply.

- a) A Party may withdraw from this Agreement any time after March 1, 2021 by giving written notice to Tri-County at least sixty (60) days in advance of the effective date of such withdrawal.

- b) Upon the withdrawal of a Party or upon a Party's termination pursuant to Section 4.04 a), the Party shall forfeit any and all rights it may have under or pursuant to this Agreement, except as set forth below:
1. The Party shall be entitled to a return of its initial Five Thousand Dollars (\$5,000.00) investment pursuant to the formula set forth in Section 4.05 b)2).
 2. The Party will be paid the following percentages of its initial first year investment based upon the year of termination:
 - i) Seventy percent (70%) during year 3;
 - ii) Sixty percent (60%) during year 4;
 - iii) Fifty percent (50%) during year 5;
 - iv) Forty percent (40%) during year 6;
 - v) Thirty percent (30%) during year 7;
 - vi) Twenty percent (20%) during year 8;
 - vii) Ten percent (10%) during year 9;
 - viii) No payment thereafter.

Section 5: Insurance

5.01 Tri-County, at its own cost and expense, shall obtain, from an insurance company licensed to do business in the State of Wisconsin, policies of insurance providing coverage for:

- a) Hazard insurance, in an amount equal to the replacement cost of the Building; and
- b) Premises liability/general liability, in an amount of not less than Two Million Dollars (\$2,000,000.00) per event, with Tri-County named as the insured and all of the other parties named as additional insureds.

5.02 CB Fire, Burlington, Wheatland, and Rochester shall, and hereby do, agree that each such party shall be solely responsible and solely liable for (i) any damage that may occur to any of its motor vehicles, equipment, or other personal property as a result of its use of the Training Facility, and (ii) any bodily injury (including death) of any of its employees, volunteers, or guests sustained while using the Training Facility and/or being at the Training Facility (and/or on the contiguous property of the City). Additionally, each such party shall be solely responsible for any liability that may arise under the workers' compensation laws as a result of any of the said bodily injury/deaths.

5.03 Tri-County shall, as a condition precedent to any party to this Agreement (and/or any non-party) using the Training Facility, require each such party to first execute and deliver an Indemnification and Release of Liability Agreement that (i) provides protection from liability to all of the parties to this Agreement, and (ii) has terms, provisions, and a form satisfactory to the attorneys for all of the parties to this Agreement.

Section 6: Lease of Property

6.01 Attached hereto is a Ground Lease Agreement of even date entered into by and between the City and Tri-County for use of the Training Site by Tri-County.

Section 7: Termination of the Agreement

7.01 This Agreement shall continue to be in full force and effect unless and until:

- a) It is terminated under the provisions of above Section 4.04(c); and/or
- b) CB Fire, Burlington, Wheatland, and/or Rochester (one or more of them) give a written notice to Tri-County and to the other parties to this Agreement, at least

One (1) Year prior to the date of termination stated in the written notice, that, effective as of that date of termination, it will no longer be a party to this Agreement; and/or

- c) CB Fire, Burlington, Wheatland, and Rochester all agree in writing to the termination of this Agreement; and/or
- d) Tri-County gives a written notice to all of the other parties that, as of the date stated in the written notice, it will no longer operate the Training Facility. This Agreement shall then be automatically terminated on the date that is Ninety (90) Days after the stated date on which Tri-County ceases to operate the Training Facility, unless all of the other parties agree in writing to arrange for, and do so arrange for, a new entity to (i) become a party to this Agreement, and (ii) to operate the Training Center in place of Tri-County. (The other parties to this Agreement do understand, however, that any such continuation of the Training Facility will require the consent and approval of any lender(s) of Tri-County that has a collateral interest(s) in the Building and/or Tri-County's assets.)
- e) The Ground Lease Agreement (referenced in above Section 6.01), entered into by and between the City and Tri-County for the Training Site, expires or is terminated.

7.02 In the event one or more parties gives a notice of termination as described in above Section 7.01(b), however, the remaining parties may, if they all so agree in writing, continue to operate the Training Facility under the terms and provisions of this Agreement.

Section 8: Upon Termination

8.01 Upon the termination of this Agreement:

- a) Tri-County shall immediately cease all use of the Training Facility; and
- b) The City, if it so notifies Tri-County in writing within Thirty (30) Days after the date of the termination of this Agreement, may assume and take ownership of the Building. In such event, the City shall also assume Tri-County's Loan obligations then-remaining with respect to the Building.
- c) If the City does not elect to take ownership of the Building as provided for in above Subsection (b), then Tri-County shall (i) remove and/or demolish the Building within One Hundred Twenty (120) Days after the date of the termination of this Agreement, and (ii) in such time frame restore the real property that comprises the Training Site to its original condition (or such other condition that the City may agree to in writing).

8.02 Upon the termination of this Agreement, and except as provided for in above Section 8.01(b), the City, Burlington, Wheatland, and Rochester shall not have any rights under this Agreement and/or any ownership interest in the Building, the assets of Tri-County, or in this entire project.

Section 9: Special Provisions

9.01 Tri-County and the users of the Training Facility may, with the prior approval of the Director of Public Works for the City of Burlington, Wisconsin, use the restrooms and the classroom located in the DPW building that is located adjacent to the Training Facility. Any such use, however, shall be (i) at the sole discretion of the City's Director of Public Works, and

(ii) subject to such rules, regulations, and guidelines that the said Director may establish from time to time, whether orally or in writing.

9.02 The users of the Training Facility, and all other persons in attendance for the event, shall, to the fullest extent possible, park their vehicles and place their equipment solely within the grounds of the Training Facility or as otherwise approved by the City's Director of Public Works. Except when the DPW building (located adjacent to the Training Facility) is closed and not in use by the City, no users of the Training Facility and/or its attendees shall park in the customer parking areas of the DPW building. At no time shall the users of the Training Facility and/or its attendees disrupt, hinder, or block the ingress and egress of City employees and/or City vehicles to and from the DPW grounds and South Pine Street.

9.03 Tri-County shall keep the grounds of the Training Facility in a clean, neat, and sanitary condition, free of any garbage, debris, litter, or waste.

9.04 The City shall, at no cost to Tri-County, plow the snow from the grounds of the Training Facility at such time(s) as the City may elect. The City makes no warranties or representations to Tri-County and the users of the Training Facility, however, as to the degree to which such plowing of snow will keep such grounds free and clear of snow and/or ice.

9.05 Tri-County shall not permit or allow any toxic or hazardous materials or waste, or any other substance or material or element prohibited or regulated under any applicable environmental laws or regulations, to be placed upon, deposited on, or otherwise allowed to affect the Training Facility and/or the City's property. Additionally, the use of the Training Facility by Tri-County and its users shall be done in a manner so as to not create a nuisance.

Section 10: Further Provisions

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

10.02 Tri-County will insert the language contained in above Section 10.01 in all of its contracts and agreements.

10.03 Any notice required to be given by a party to the other parties shall be in writing, and shall be delivered to such other parties either by (i) personal service, or (ii) certified mail in a postpaid envelope addressed to such party at the address specified above in this Agreement, or to such other address as may from time to time be designated in writing by the other parties. Delivery by certified mail shall be deemed made and completed upon depositing the said postpaid envelope in the United States mail.

10.04 The covenants, terms, conditions, and provisions of this Agreement shall extend to and be binding upon the parties hereto. No party shall assign their rights under this Agreement to another entity unless agreed to in writing by all of the other parties, which consent shall not be unreasonably withheld.

10.05 Indemnification and Hold Harmless. Tri-County agrees to indemnify, defend, and hold harmless the City from any and all claims, actions, liabilities, suits, demands, judgements and/or liabilities of any and every kind, including without limitation, litigation expenses, reasonable actual attorneys fees, loss liability, damages or costs that may exist or may hereafter accrue against the City, directly or indirectly, arising out of and/or relating in any respect to Tri-

County's use the City's property as contemplated in this Agreement, including the uses as set forth in the attached Ground Lease Agreement.

CITY:
City of Burlington, Wisconsin

BURLINGTON:
Town of Burlington, Wisconsin

By: _____
Jeannie Hefty
Mayor

By: _____
Ralph Rice
Town Chairman

Attest: _____
Diahn Halbach
City Clerk

Attest: _____
Adelheid Streif
Town Clerk

WHEATLAND:
Town of Wheatland, Wisconsin

By: _____
William Glembocki
Town Chairman

Attest: _____
Sheila Siegler
Town Clerk

ROCHESTER:
Rochester Volunteer Fire and
Rescue Company

TRI-COUNTY:
Tri-County Fire & Rescue Training
Association, Inc.

By: _____
Elmer Baumeister
President

By: _____
Alan Babe
President

Attest: _____
Randy Baumgart
Secretary

Attest: _____
Cathy Wagner
Secretary

CITY OF BURLINGTON VOLUNTEER FIREFIGHTERS ASSOCIATION INCORPORATED

By: _____
Griffin Reed President

Attest: _____
Brent Grochowski Secretary

GROUND LEASE AGREEMENT

This Ground Lease Agreement (this "Agreement") is entered into as of the _____ day of _____, 2018, (the "Effective Date") by and between City of Burlington, Wi, a Municipal Corporation formed under the laws of Wisconsin located at 300 North Pine Street, Burlington, WI 53105 ("Landlord") and Tri-County Fire & Rescue Training Association, Inc, a Non-Stock Corporation formed under the laws of Wisconsin located at P.O.Box 717, Burlington, WI 53105 ("Tenant"). Each Landlord and Tenant may be referred to in this Agreement individually as a "Party" and collectively as the "Parties."

WHEREAS Landlord owns and desires to lease to Tenant, and Tenant desires to lease, the Site (as defined herein); and

WHEREAS Landlord and Tenant wish to enter into this Agreement for the lease of the Site for use by Tenant as per the terms of this Agreement.

NOW, THEREFORE for good and valuable consideration stated herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Agreement to Lease. Landlord agrees to lease to Tenant and Tenant agrees to lease from Landlord, according to the terms and conditions set forth herein, the real estate described in Exhibit A attached hereto (the "Site").

2. Purpose. The Site may be used and occupied only for the following purpose (the "Permitted Use"): The construction and use of a fire and rescue training facility. Nothing herein shall give Tenant the right to use the Site for any other purpose without the prior written consent of Landlord. Landlord makes no representation or warranty regarding the legality of the Permitted Use, and Tenant will bear all risk of any adverse change in applicable laws.

3. Term. This Agreement will be for a term beginning on _____, 2018 and ending on _____, 2022 (the "Term"). The Parties hereto may elect to extend this Agreement upon such terms and conditions as may be agreed upon in writing and signed by the Parties at the time of any such extension.

4. Rent. Tenant will pay Landlord rent in advance on the Effective Date in the amount of \$1.00.

7. Delivery of Possession. Landlord will deliver exclusive and lawful possession of the Site to Tenant on the start date of the Term. In the event Landlord is unable to give possession of the Site to Tenant on such date, Landlord will not be subject to any liability for such failure, the validity of this Agreement will not be affected, and the Term will not be extended. Tenant will not be liable for rent until Landlord gives possession of the Site to Tenant; provided however, that if Landlord does not give possession of the Site to Tenant within sixty (60) days from the start of the Term, Tenant may cancel this Agreement by notice in writing to Landlord.

8. Holdover Tenancy. Unless this Agreement has been extended by mutual written agreement of the Parties, there will be no holding over past the Term under the terms of this Agreement under any circumstances.

9. Condition of the Site. Tenant has examined the Site and accepts the Site in its current condition "AS IS" and "WITH ALL FAULTS." EXCEPT AS EXPRESSLY SET FORTH HEREIN, LANDLORD MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, HABITABILITY, SUITABILITY, OR CONDITION. Tenant

acknowledges that Tenant has not relied on any representations or warranties by Landlord in entering this Agreement.

10. Use of the Site. Tenant agrees to use the Site only for the Permitted Use and will not commit waste upon the Site. Tenant will, at its sole expense, maintain the Site in good repair and make all necessary repairs thereto. Tenant will not use the Site for any unlawful purpose or in any manner that will materially harm Landlord's interest in the Site.

11. Improvements and Alterations. Tenant may not make improvements, alterations, additions, or other changes to the Site without the written approval of the Landlord. Tenant agrees that any construction will be performed in a good and workmanlike manner and will comply with all applicable laws. Landlord does hereby approve the construction of the building on the site that is described in attached Exhibit B.

11. Leasehold Mortgage. Tenant has the right to grant a security interest in Tenant's interest in the building located on the site, to secure repayment of a loan made to Tenant to finance construction of the said building. In no event will any interest of Landlord in the Site be pledged as collateral for any such loan to tenant.

Tri-County intends to obtain a loan (the "Loan") from the Fox River State Bank (the "Bank"), located at 241 East Jefferson Street, Burlington, Wisconsin, in an amount sufficient to fund the construction of the Building and to cover the initial related costs for this project.

12. No Mechanics Lien. Tenant will not permit any mechanics or other liens to be filed against Landlord's interest to the Site as a result of any work performed for or obligations incurred by Tenant. Tenant will indemnify Landlord for any liability, cost, or expense, including reasonable actual attorney's fees, in the event any such lien is filed.

13. Permits and Approvals. Tenant will be responsible for obtaining all licenses, permits, and approvals required by any federal, state or local authority in connection with its use of the Site. Landlord will cooperate with Tenant and provide the necessary documents to obtain such licenses, permits, and approvals.

14. Compliance with Laws. Tenant covenants and agrees to comply with all federal, state and local laws, regulations and ordinances affecting the Site and use of the Site, including applicable environmental laws. In addition, Tenant will comply with all requirements necessary to keep in force fire and liability insurance covering the Site.

15. Insurance. At all times during the Term, Tenant will maintain insurance for the Site covering:

- I. **Property Insurance.** Property insurance covering all of Tenant's improvements, equipment, and other personal property located on the Site.
- II. **General Liability.** Commercial liability insurance covering bodily injury, death, or property damage in an amount not less than \$2,000,000.00 per occurrence.

All insurance policies shall name Landlord as an additional insured or interested party. Tenant will provide Landlord certificates evidencing the required insurance policies prior to the start date of the Term.

16. Waiver of Subrogation. Landlord and Tenant each waive any and all claims or rights to recovery against the other Party for any loss or damage to the extent such loss or damage is covered by insurance obtained under this Agreement. Landlord and Tenant will cause each insurance policy carried by Landlord or Tenant relating to the Site to include or allow a full waiver of any subrogation claims.

17. Indemnification. To the extent permitted by law, Tenant agrees to indemnify, defend, and hold harmless Landlord from any and all claims, actions, liabilities, suits, demands, damages, losses, or expenses, including reasonable actual attorneys' fees, arising out of or relating to (i) Tenant's use and occupancy of the Site, (ii) any activities undertaken by Tenant, or by a third party, on the Site, (iii)

Tenant's, and/or Tenant's agents, guests or invitees, errors of commission and/or omission, and/or (iv) Tenant's breach or default of any of the terms of this Agreement, provided however, Tenant's obligations under this section shall not extend to any claims actions, liabilities, suits, demands, damages, losses, or expenses arising from the sole negligence or willful misconduct of Landlord.

18. Access to Site. Landlord or its agents may have access to the Site at reasonable times to inspect the Site, and as otherwise needed to perform its obligations under this Agreement.

19. Default. The following shall each constitute an "Event of Default" by Tenant:

- A. Tenant fails to make any required payment due under this Agreement.
- B. Tenant fails to perform any obligation or condition or to comply with any term or provision of this Agreement.
- C. Tenant files a petition for bankruptcy, reorganization or similar relief, or makes an assignment for the benefit of creditors.
- D. The Termination of the Intergovernmental Agreement entered into between Landlord and Tenant of even date herewith.

20. Termination by Landlord. Upon the occurrence of an Event of Default by Tenant which continues for a period of thirty (30) days after receiving written notice of the default from Landlord, Landlord has the right to terminate this Agreement and take possession of the Site. Landlord's rights hereunder shall be in addition to any other right or remedy now or hereafter existing at law or equity.

21. Termination by Tenant. In the event of a breach by Landlord of any of its obligations, covenants, or agreements under this Agreement which continues for a period of thirty (30) days after receiving written notice of the breach from Tenant, Tenant has the right to terminate this Agreement, upon written notice to Landlord, without penalty.

22. Surrender of the Site. Tenant shall return the Site to Landlord upon termination of this Agreement in the manner described in the Intergovernmental Agreement that is referenced in below Paragraph 36.

Tri-County intends to obtain a loan (the "Loan") from the Fox River State Bank (the "Bank"), located at 241 East Jefferson Street, Burlington, Wisconsin, in an amount sufficient to fund the construction of the Building and to cover the initial related costs for this project.

23. Limitation of Liability. Landlord is not responsible or liable for any loss, claim, damage or expense as a result of any accident, injury or damage to any person or property occurring anywhere on the Premises, unless resulting from the negligence or willful misconduct of Landlord.

24. Assignment and Subletting. Tenant will not assign this Agreement as to all of or any portion of the Site or make or permit any total or partial sublease or other transfer of all of or any portion of the Site without Landlord's consent.

25. Quiet Enjoyment. If Tenant performs all of its obligations under this Agreement, Tenant may peaceably and quietly hold and enjoy the Site during the Term.

26. Force Majeure. In the event that Landlord or Tenant shall be delayed or hindered in or prevented from the performance of any act other than Tenant's obligation to make payments of any costs or charges required hereunder, by reason of strikes, lockouts, unavailability of materials, failure of power, restrictive governmental laws or regulations, riots, insurrections, the act, failure to act, or default of the other Party, war or other reason beyond its control, then performance of such act shall be excused for the period of the delay and the period for the performance of such act shall be extended for a period equivalent to the period of such delay.

27. Notices. All notices given under this Agreement must be in writing. A notice is effective upon receipt and shall be delivered in person, sent by overnight courier service or sent via certified mail, addressed to Landlord or Tenant at the address stated above, or to another address that either Party may designate upon reasonable notice to the other Party.

28. Further Assurances. Each Party hereto agrees to execute and deliver any additional documents and to do all such other acts as may be necessary to carry out this Agreement and each Party's rights and interests in this Agreement.

29. No Waiver. No Party shall be deemed to have waived any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly in writing.

30. Severability. If any provision of the Agreement is held to be invalid, illegal, or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal, and enforceable as though the invalid or unenforceable parts had not been included in this Agreement.

31. Successors and Assignees. This Agreement will inure to the benefit of and be binding upon the Parties and their respective permitted successor and assigns.

32. Governing Law. The terms of this Agreement shall be governed exclusively by the laws of the State of Wisconsin, without regard to its conflicts of laws rules. The venue for any legal action arising under and/or pursuant to this Agreement shall solely and exclusively be Racine County Circuit Court in Racine County, Wisconsin.

33. Amendments. This Agreement may not be modified except in writing signed and acknowledged by both Parties.

34. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together, shall constitute one and the same document.

35. Headings. The section heading herein are for reference purposes only and shall not otherwise affect the meaning, construction, or interpretation of any provision in this Agreement.

36. Intergovernmental Agreement. This Ground Lease is being entered into contemporaneously with the Intergovernmental Agreement of even date to which this ground lease is attached. In the event of any conflict, the terms and provisions of the Intergovernmental Agreement shall control.

IN WITNESS WHEREOF, the Parties hereto, individually or by their duly authorized representatives have executed this Agreement as of the Effective Date.

City of Burlington, Wi _____ Landlord Full Name	_____ Landlord Representative Signature	Jeannie Hefty Mayor _____ Landlord Representative Name and Title
Tri-County Fire & Rescue Training Association, Inc _____ Tenant Full Name	_____ Tenant Representative Signature	Alan Babe President _____ Tenant Representative Name and Title

Exhibit A

This page intentionally left blank.

GENERAL INSTRUCTIONS

What is a Ground Lease Agreement?

A Ground Lease is an agreement between the owner of vacant land or property (the “landlord” or “lessor”) and an individual or entity who wants to develop or improve the property (the “tenant” or “lessee”). The lease is for the right to occupy real estate comprised of only dirt and soil, so the land could be used by the tenant for multiple uses ranging from agricultural to residential or commercial purposes.

Agricultural land leases can include use of the land as a farm for crops and orchard trees, as a ranch for hunting wild game and forest animals on the premises, or as a pasture for grazing animals like cattle, goats, and sheep. Commercial land leases can vary from the right to install a billboard, build a telecommunications tower (i.e. used for wireless cell phone reception), open a fast food chain restaurant, or develop a large multi story hotel complex. Residential land leases can include a spot in a trailer park or the right to construct a small cabin in the woods.

As a reference, a Ground Lease is known by various names depending on the intended use of the land or real estate:

- Billboard Land Lease Agreement
- Cash Farm Lease Agreement
- Crop Share Cash Farm Lease
- Farm Land Lease Agreement
- Hunting Lease Contract
- Land Contract
- Land Lease Agreement
- Pasture Lease Form
- Pasture Rental Arrangement

When Do I Need One?

Individuals who purchase or inherit vacant land in either an urban or rural setting may benefit from a Ground Lease if they want to generate some passive income without the hassle of personally investing the capital, labor, or time needed to build structures and start an independent business.

In rural communities, tenant farming is common for agricultural or hunting purposes. In these situations, a tenant may have tools or livestock and enough funds to pay for the right to use land, but lack the capital to purchase his or her own parcel of land.

In addition to raising crops or livestock, landowners with large properties in the countryside may profit from leasing their property to a hunter or association during hunting season. In addition to earning a seasonal income, a Ground Lease to hunt on uninhabited land may help prevent crop damage and disease in livestock by managing wildlife in the area according to The National Agricultural Law Center.

In urban settings, a Ground Lease is often used by large chain stores who want to take advantage of a prime location without having to pay large sums for the underlying real estate. Corporate expansion plans may leverage land leases as a way of strategically using equity or available cash to improve the land to generate income instead of purchasing property. And land owners can generate steady income every year, and possibly inherit any structures or improvements built on the land when the lease ends.

The Consequences of Not Using One

Documenting the agreement prevents outsiders from mistaking the land arrangement as a joint business venture instead of an independent landlord-tenant relationship. A tenant often incurs debt when they take out a loan to make improvements on the loan. A Ground Lease can explicitly include a “No Partnership” clause that protects the landlord from creditors who may try to come after the property owner for debts or financial obligations owed by the tenant.

An agreement in writing also protects future disputes between two parties who file a lawsuit to quiet title in a claim for adverse possession when there is confusion as to who owns the land.



Tri-County Fire & Rescue Training Association, INC.

Timeline of events

February 2017

- **A/C Eric Jones contacted chiefs from Town of Burlington FD, Rochester FD, Wheatland FD, and Lyons FD and inquired about the interest in possibly building a joint training center with the City of Burlington FD in the Burlington area.**
- **A meeting was held with Chief officers from all departments to gauge interest and decide how to move forward.**
- **All 5 departments were interested and agreed to move forward with the process.**

March 2017

- **In March Of 2017 Chief Babe presented to the Committee of the Whole the project possible costs and received feedback to continue moving the project forward.**
- **A meeting is held with Chiefs from all 5 departments, a representative from Fox River State Bank, John Bjelajac- Attorney for the City of Burlington, and Brian Wanasek- Attorney for Rochester Volunteer Fire Company.**
- **The representative from Fox River State Bank advises the group on how to obtain funding for the training center.**
- **The group decided it needed to find its own Attorney and create its own entity. Attorney Brian Wanasek offers to be the groups attorney and the group also decided on a name of Tri-County Fire & Rescue Training Association.**

April 2017

- **Attorney Wanasek provided a draft copy of Articles of Incorporation to the group for approval. These articles officially create Tri- County Fire & Rescue Training Association INC. as a non-stock corporation under Chapter 181 of Wisconsin Statutes.**

- Members of the group accepted these Articles of Incorporation and give Attorney Wanaskek permission to proceed with filing them with the state.

May 2017

- Attorney Bjelajac provided information regarding the need for a ground lease agreement with the City of Burlington to construct the facility on the DPW grounds on Pine St.
- Attorney Bjelajac also provided information on the need for an Inter-Governmental Agreement between all 5 departments, the City of Burlington, and Tri-County.
- Attorney Bjelajac and Attorney Wanaskek will work to put such said agreements together.

June 2017

- Articles of Incorporation are accepted by the State of Wisconsin and Tri-County Fire & Rescue Training Association, INC. is officially created.
- Attorney Wanaskek, on behalf of Tri-County, filed an application with the IRS to obtain 501C3 tax exempt status for Tri-County.

July 2017

- The group and Attorneys continued to work on a ground lease agreement, Inter-governmental agreement, and By-laws for the group.

August 2017

- Tri-County receives 501C3 tax exempt status with the IRS.

September 2017

- Tri-County and the attorneys have come up with drafts of a ground lease agreement and inter-governmental agreement for each department to take to their respective governing boards for discussion and approval.
- City of Burlington Mayor Hefty, and other city leaders organized a fundraiser to raise funds to benefit Tri-County. A Fall Harvest Day/ Rib Fest would be held downtown in October.

October 2017

- Fall Harvest Day/ Rib fest raises almost \$4,000.00
- Tri-County officially opens a checking account and money market account in the group's name.
- Tri- County accepts official logo for the group.

November 2017

- Departments were still working with their respective leaders to amend and accept the Inter-governmental agreement.
- It was decided that each department would contribute \$5,000.00 to Tri-County before the end of the year.

December 2017

- **Rochester and the City of Burlington Firefighters Association contribute their \$5,000.00.**
- **Tri-County created an official budget for the group.**

January 2018

- **Town of Burlington contributed its \$5,000.00.**
- **Lyons FD is having trouble selling the idea to its Town Board and members**
- **Representatives from City of Burlington FD meet with Lyons members to try an answer any questions.**

February 2018

- **Lyons Town Board rejected the training center 3-0**
- **Lyons FD is now no longer part of Tri-County**
- **Wheatland FD is officially on board.**
- **Land lease agreement is accepted by the City of Burlington**
- **Inter-governmental agreement is edited to remove Lyons**
- **Inter-governmental agreement approved and signed by Rochester Volunteer Fire Company**

March 2018

- **Inter-governmental agreement is being circulated between all parties for approval and signatures.**

TRI-COUNTY FIRE & RESCUE TRAINING ASSOCIATION, INC. FINANCIAL PLAN

<u>INCOME</u>	2017 PROJECTED	2017 ACTUAL	2018 PROJECTED	2018 ACTUAL
ROCHESTER VOL. FIRE CO.	\$5,000.00	\$10,000.00	\$4,000.00	
CITY OF BURLINGTON VOL. FF ASSOC.	\$5,000.00	\$5,000.00	\$4,000.00	
TOWN OF BURLINGTON FD	\$5,000.00	\$5,000.00	\$4,000.00	
TOWN OF WHEATLAND FD	\$5,000.00	\$0.00	\$4,000.00	
FUNDRAISING	\$0.00	\$3,960.04	\$2,000.00	
LOAN FROM FOX RIVER STATE BANK	\$0.00	\$0.00	\$180,000.00	
INTEREST	\$0.00	\$4.99	\$25.00	
TOTAL	\$20,000.00	\$23,965.03	\$198,025.00	\$0.00
<u>EXPENDITURES</u>				
LEGAL FEES		\$2,437.00	\$1,500.00	\$345.00
AMERICAN FIRE TRAINING SYSTEMS			\$166,957.09	
SCHERRER CONTRACTORS			\$10,500.00	
PRINTING & COPYING			\$300.00	\$179.09
OPERATIONAL SUPPLIES (CHECKS & STAMP)		\$199.93	\$200.00	
LOAN REPAYMENT			\$20,000.00	
ACCOUNTING FEES			\$600.00	\$200.00
TOTAL		\$2,636.93	\$200,057.09	\$724.09



KAPUR & ASSOCIATES, INC.
CONSULTING ENGINEERS
6025 S. PINE STREET
BURLINGTON, WI 53105
Phone: 262.767.2747 Fax: 262.767.2760
www.kapurengineers.com

PROJECT:
FIRE TRAINING FACILITY

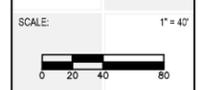
LOCATION:
2200 S. PINE STREET
BURLINGTON, WI 53105



RELEASE:
BID SET

REVISIONS:

#	DATE	DESCRIPTION
1	3/23/10	PER CITY REVIEW

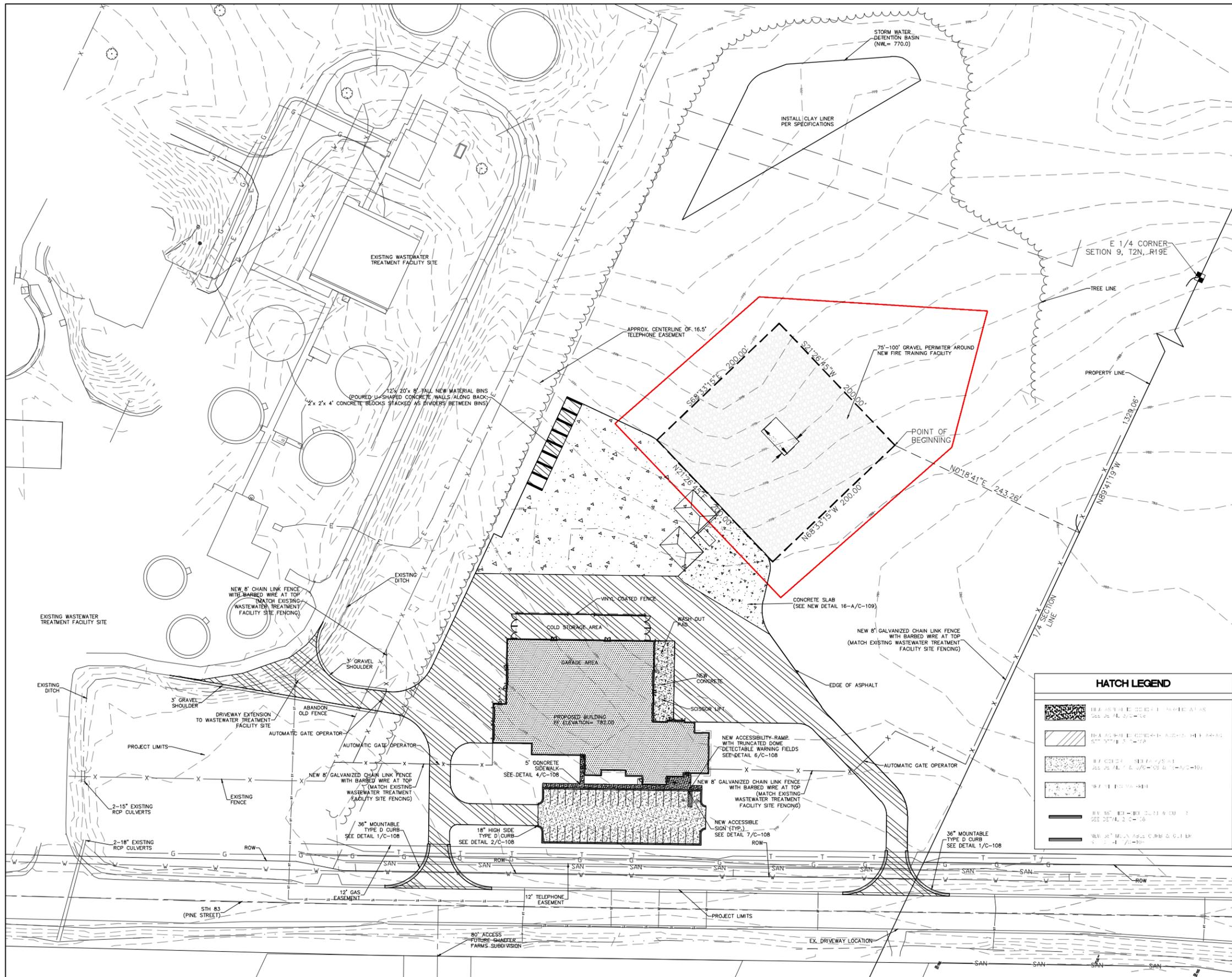


SEAL:

SHEET: **SITE PLAN**

PROJECT MANAGER: GLG
PROJECT NUMBER: 090212
DESIGNED BY: LMN
DRAWN BY: LMN
CHECKED BY: DJM
DATE: 2010.04.02

SHEET NUMBER:
C-102



To: Plan Commission **Date:** February 2, 2018
From: Greg Governatori, P.E.
CC: Carina Walters, Peter Riggs, Gregory Guidry, Tanya Fonseca, Megan Watkins, Chief Alan Babe
Subject: Burlington Fire Department Training Facility

BACKGROUND AND REQUEST: The City of Burlington Fire Department has requested to construct a training facility on the existing department of public works property.

COMMENTS:

Storm Water Management:

- As part of the construction of the Integrated Department of works facility in 2010 stormwater management was required to meet state and local requirements for water quantity and runoff. It was anticipated at that time that future expansion and development of the public works facility may take place in the future. The exhibit as provided shows the previously constructed and certified stormwater retention basin. As part of the original storm water report the impervious or developed calculations for the storm facility were doubled. This is an excerpt from the recorded storm water management plan for the public works facility.

“In addition to the proposed site design, the pond has been modeled to account for future development of this site. To estimate for more buildings, driveways, and parking lots the impervious area was doubled. This is an approximation based on the geometry of the site and logical future development plans.”

Flood Plain:

- The proposed building and gravel area are not part of the regulatory floodplain. We have included a FEMA map with general location of project for your reference.

RECOMMENDATION: We recommend approval of the proposed Fire Training Facility subject to meeting any requirements of the City Planner and Building Inspection.

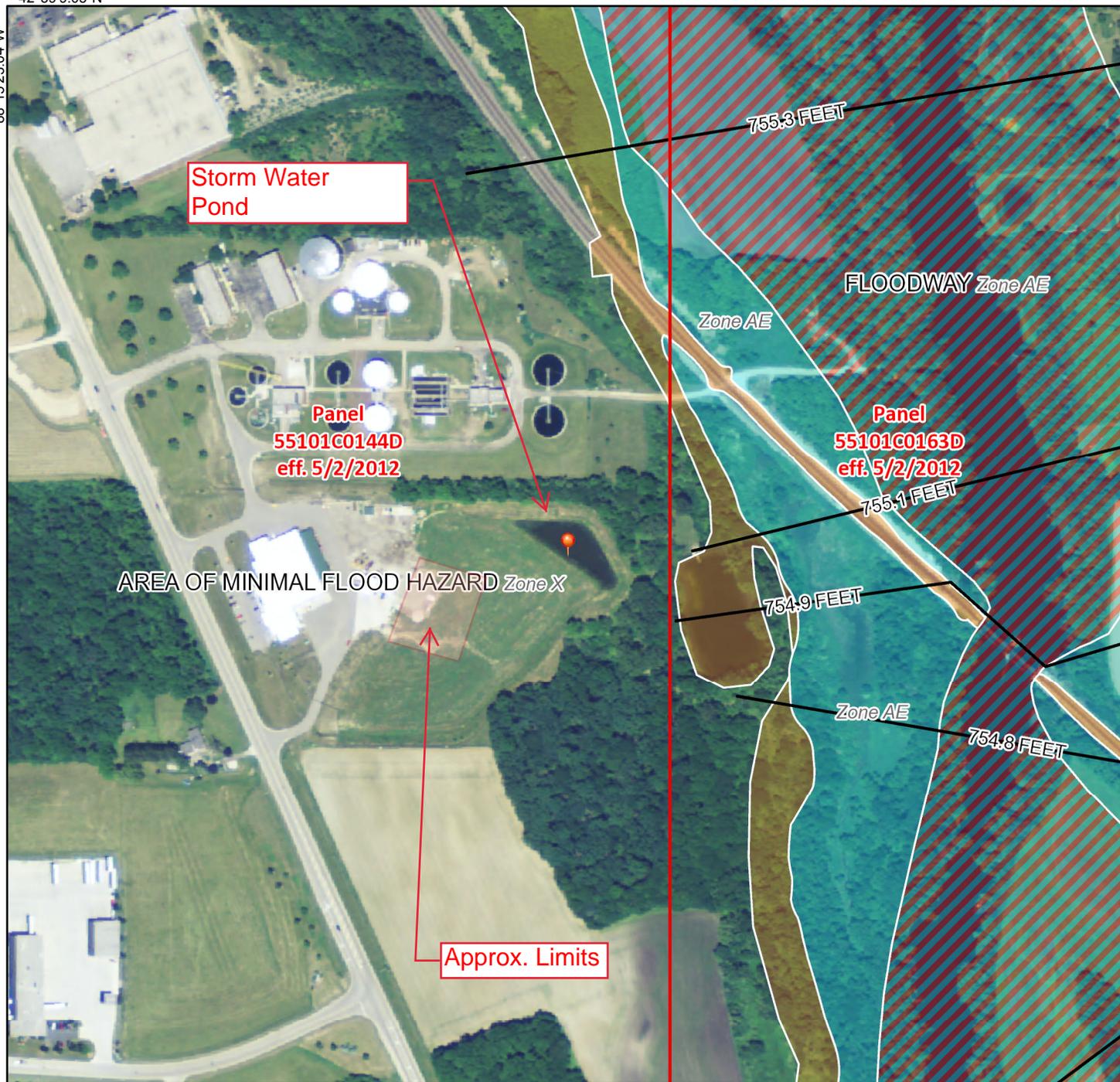
The plans have been reviewed for conformance with generally accepted engineering practices and City of Burlington policies. Although the material has been reviewed, the applicant is ultimately responsible for the thoroughness and accuracy of the plans and supplemental data and for compliance with state, county, and other local ordinances and procedures.

Please contact me if you have any questions or comments pertaining to this project.

National Flood Hazard Layer FIRMette

42°39'9.05"N

88°15'23.04"W



42°38'41.52"N

88°14'44.07"W

Legend

- Cross-Sections
- Base Flood Elevations
- Flood Hazard Zones**
 - 1% Annual Chance Flood
 - Regulatory Floodway
 - Special Floodway
 - Area of Undetermined Flood Hazard
 - 0.2% Annual Chance Flood
 - Future Conditions 1% Annual Chance Flood Hazard
 - Area with Reduced Risk Due to Levee



LOMRs

- Effective

Map Panels

- Digital Data
- Unmodernized Maps
- Unmapped

This map complies with FEMA's standards for the use of digital flood maps. The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. The base map shown complies with FEMA's base map accuracy standards.

The NFHL is a living database, updated daily, and this map represents a snapshot of information at a specific time.

Flood risks are dynamic and can change frequently due to a variety of factors, including weather patterns, erosion, and new development. FEMA flood maps are continually updated through a variety of processes. Users should always verify through the Map Service Center (<http://msc.fema.gov>) or the Community Map Repository that they have the current effective information.

NFHL maps should not be created for unmapped or unmodernized areas.



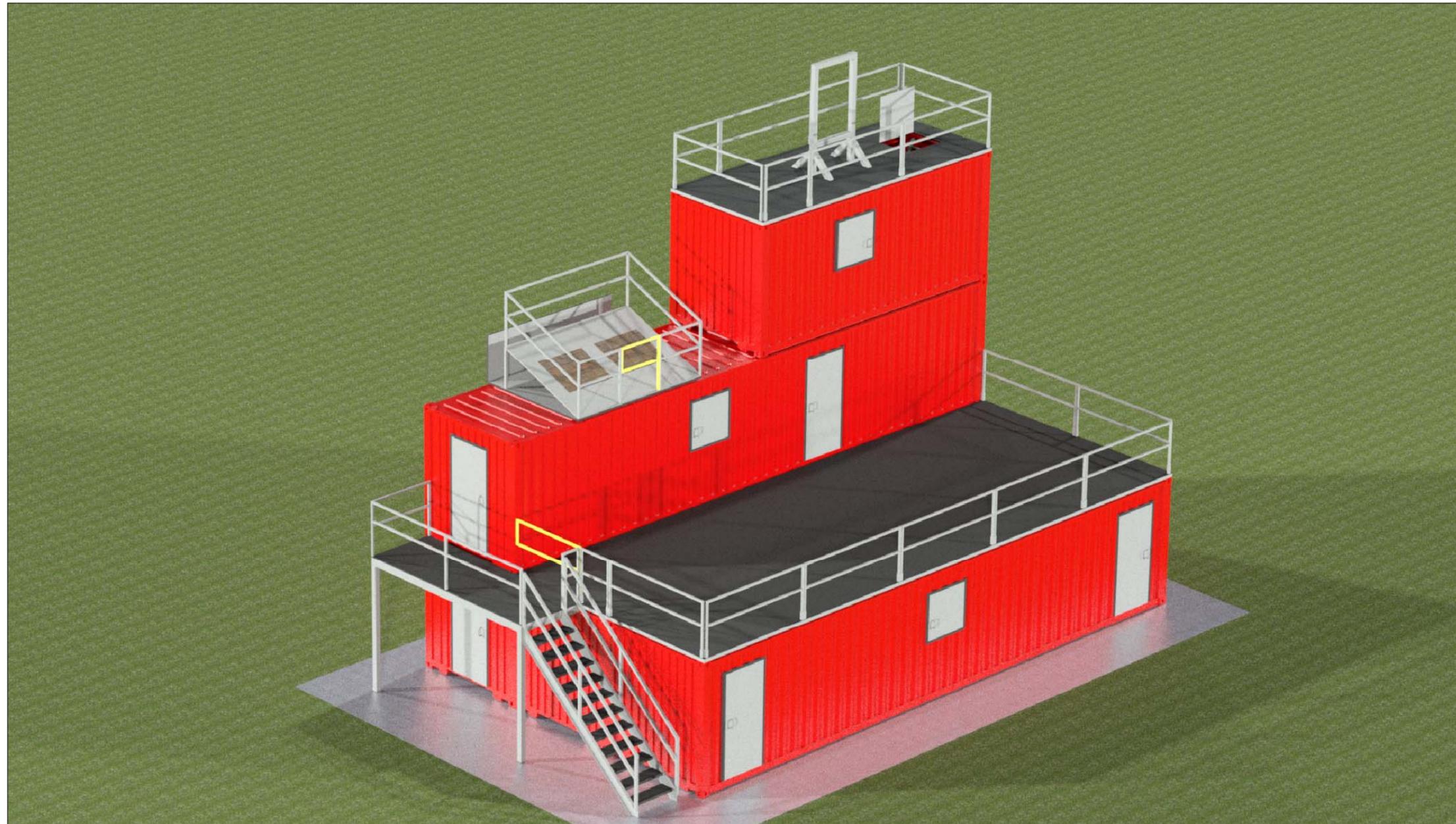
FEMA

Legal Description for Fire Training Facility

Part of the SE $\frac{1}{4}$ and the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 9, Township 2 North, Range 19 East, City of Burlington, Racine County, State of Wisconsin, more particularly described as follows;

Commencing at the East $\frac{1}{4}$ of said Section 9; thence North $89^{\circ}41'19''$ West, along the south line of said NE $\frac{1}{4}$, 1329.06 feet; thence North $00^{\circ}18'41''$ East 243.26 feet to the point of beginning; thence North $68^{\circ}33'15''$ West 200.00 feet; thence North $21^{\circ}26'45''$ East 200.00 feet; thence South $68^{\circ}33'15''$ East 200.00 feet; thence South $21^{\circ}26'45''$ West 200.00 to the point of beginning.

PROPOSAL FOR FIRE TRAINING FACILITY BURLINGTON F.D. - BURLINGTON, WI.



CONCEPTUAL VIEW

UNIT SPECIFICATIONS

- 4 - 40' CONTAINERS
- 1 - 20' CONTAINER
- 1 - 14'X8' BURN ROOM
- 2 - 4'X8' BURN APRONS
- 1 - BURN WINDOW
- 3 - BURN DOORS
- 1 - FLUSH-OUT HATCH
- 1 - VENT HATCH
- 4 - FLOOR DRAINS
- 1 - RTD SYSTEM
 - 2 TRANSMITTERS (HI/LOW PROBES)
 - 1 RECEIVER
 - 1 DATA LOGGER
- 1 - SWING-AWAY BREACH WALL
- 6 - STD DOORS
- 5 - STD WINDOWS
- 1 - EXT. STAIRCASE
- 2 - INT. STAIRCASES
- 1 - 15' WALK THROUGH
- 3 - 1/8 DIA. PLATED DECKS
- 1 - RAPPEL STATION
- 1 - ROOF PITCH SIM.
- 2 - 4'X4' CHOP-OUTS

**TRAINING AREA
TOTAL = 2660 SQ.FT.**



THIS DRAWING AND ANY INFORMATION OR DESCRIPTIVE MATTER SET OUT HEREON, ARE THE CONFIDENTIAL AND COPYRIGHT PROPERTY OF AMERICAN FIRE TRAINING SYSTEMS AND MUST BE HELD IN THE STRICTEST CONFIDENCE BY THE RECIPIENT AND MUST NOT BE COPIED, LOANED OR DISCLOSED TO ANY THIRD PARTY, OR USED FOR ANY OTHER PURPOSE WITHOUT PRIOR WRITTEN CONSENT FROM AMERICAN FIRE TRAINING SYSTEMS.

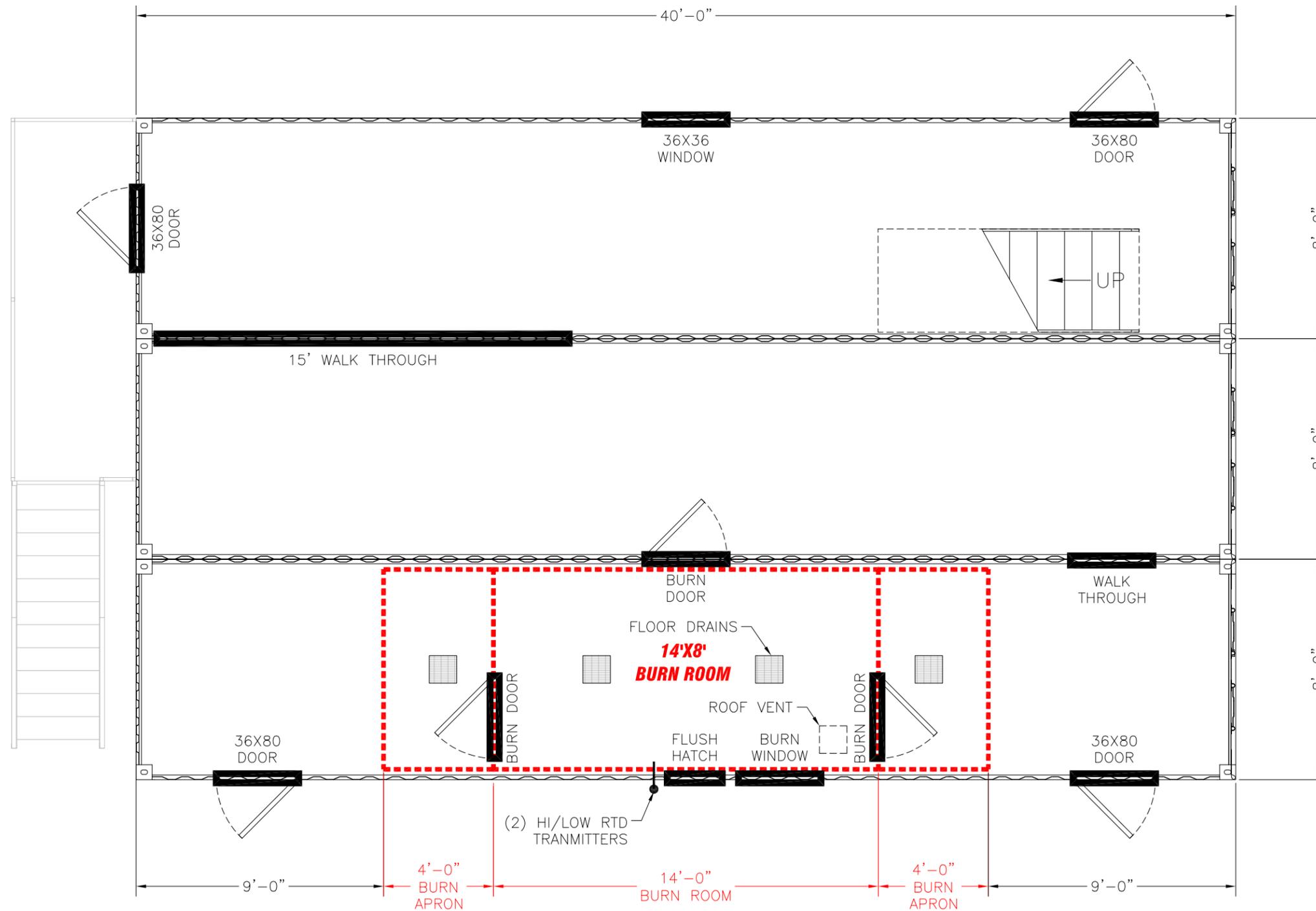
AMERICAN FIRE TRAINING SYSTEMS, INC.
12315 SOUTH NEW AVE., POB #39
LEMONT, ILLINOIS 60439
(630) 257-0112



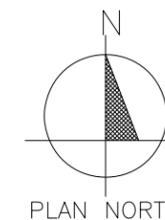
PROPOSAL FOR FIRE TRAINING FACILITY
BURLINGTON F.D. - BURLINGTON, WI.

DRAWN BY: PRD
REV: -
DATE: 03-12-18
SCALE: -
P NO. P787

DWG NO.
00



FIRST FLOOR PLAN



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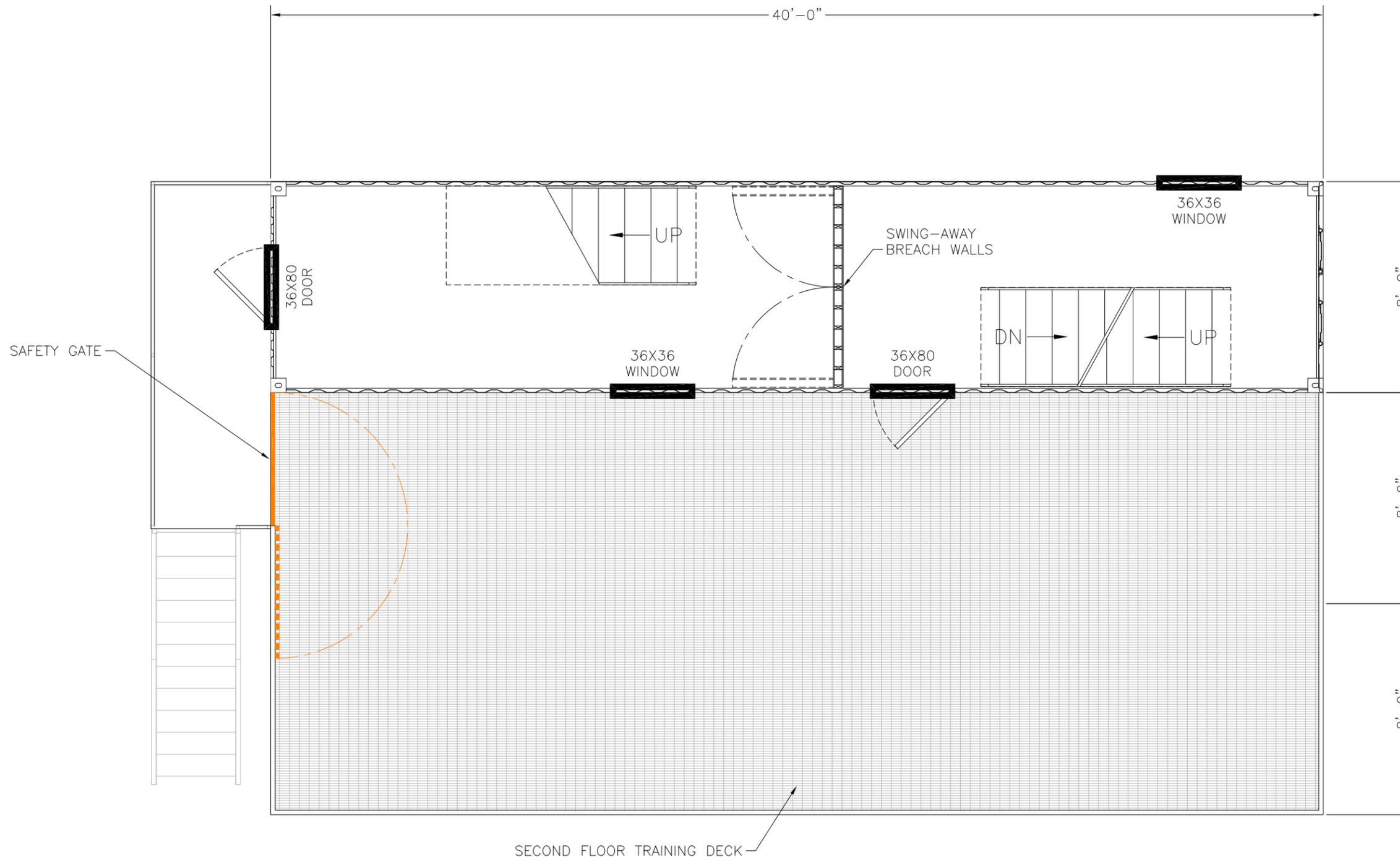
AMERICAN FIRE TRAINING SYSTEMS, INC.
 12315 SOUTH NEW AVE., POB #39
 LEMONT, ILLINOIS 60439
 (630) 257-0112



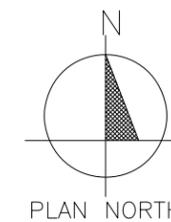
**PROPOSAL FOR FIRE TRAINING FACILITY
 BURLINGTON F.D. - BURLINGTON, WI.**

DRAWN BY:	PRD
REV:	-
DATE:	03-12-18
SCALE:	-
P NO.	P787
DWG NO.	01

01



SECOND FLOOR PLAN



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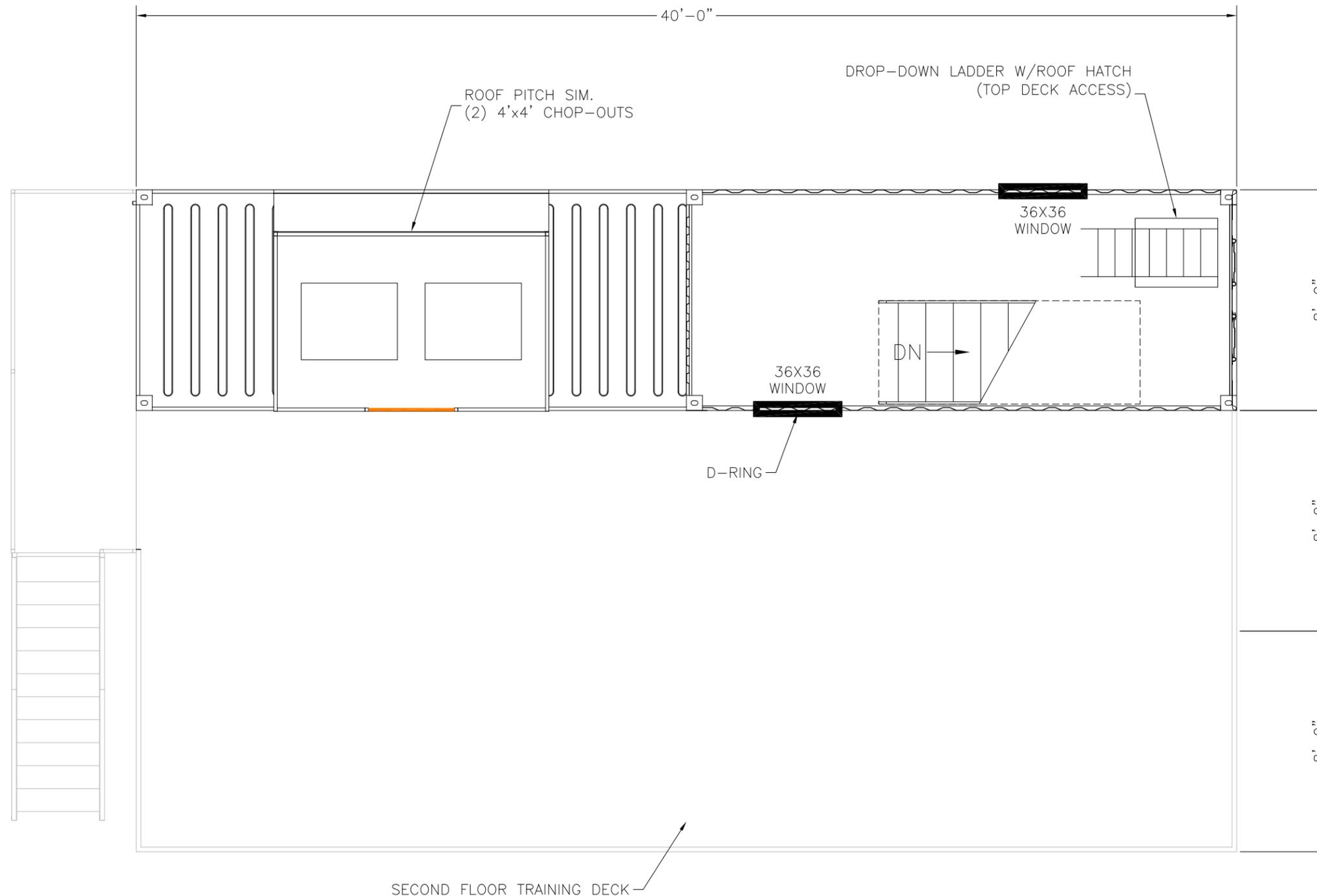
AMERICAN FIRE TRAINING SYSTEMS, INC.
 12315 SOUTH NEW AVE., POB #39
 LEMONT, ILLINOIS 60439
 (630) 257-0112



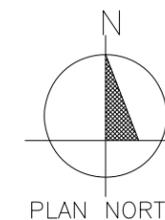
**PROPOSAL FOR FIRE TRAINING FACILITY
 BURLINGTON F.D. - BURLINGTON, WI.**

DRAWN BY:	PRD
REV:	-
DATE:	03-12-18
SCALE:	-
P NO.	P787
DWG NO.	02

02



THIRD FLOOR PLAN



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AMERICAN FIRE TRAINING SYSTEMS, INC.
 12315 SOUTH NEW AVE., POB #39
 LEMONT, ILLINOIS 60439
 (630) 257-0112



**PROPOSAL FOR FIRE TRAINING FACILITY
 BURLINGTON F.D. - BURLINGTON, WI.**

DRAWN BY: PRD
 REV: -
 DATE: 03-12-18
 SCALE: -
 P NO. P787

DWG NO.
03





COMMITTEE OF THE WHOLE**ITEM NUMBER 4B**

DATE: March 20, 2018**SUBJECT:** **RESOLUTION 4893(51)** - to approve the Award of Bid for the Lewis Street Wall Project to All-Ways Contractors for the Total Amount of \$257,975.**SUBMITTED BY:** Peter Riggs, Director of Public Works

BACKGROUND/HISTORY:

The existing poured in place concrete wall along Lewis Street at the base of Water Tower Park is failing and requires replacement. This project was identified with a cost of \$250,000 and approved as part of the 2017 Budget. A neighborhood meeting was held on February 27, 2017 to solicit input from the public on the project.

Kapur and Associates designed the project, which was first bid in September 2017, with a low bid of \$363,200. All bids were rejected at the October 17, 2017 Common Council meeting due to the higher than projected costs. The project did not proceed in 2017 and was carried forward as part of the 2018 Budget.

Kapur, with direction from Staff, made adjustments to the design to bring costs into alignment with the budget for the project. Changes from the initial design to the final design include flexibility in the soil stabilization process, flexibility in block size options, and a single tiered wall instead of a two tiered wall. The wall, as presented in the final design, accomplishes the core goals of the project: correction of the existing hazardous condition, improvement of the aesthetics of the location, and does not alter other existing infrastructure including roads, sidewalks, park land, and the historic water tower.

BUDGET/FISCAL IMPACT:

The bid opening for this project was held on March 8, 2018. The lowest responsible bidder was All-Ways Contractors with a lump sum bid of \$257,975. Please find a copy of the bid tabulation attached for more information on the bid submittals.

The low bid, while still over budget, is \$105,225 less than the bid held in 2017. Changes in the initial design allowed for significant savings for the City, while still achieving the core goals of the project. The total cost of the project, including engineering, will be \$288,673 which is \$38,673 more than originally budgeted. This cost includes \$20,698 that has already been paid for engineering services and anticipates approximately \$10,000 in additional engineering and construction management costs.

RECOMMENDATION:

Staff recommends that the Common Council approve the contract for the Lewis Street Wall project to All-Ways Contractors for the amount not to exceed \$257,975.

TIMING/IMPLEMENTATION:

This item is scheduled for discussion at the March 20, 2018 Committee of the Whole meeting and scheduled for final consideration at the April 4, 2018 Common Council meeting.

Attachments

Res 4893(51) Lewis Street Wall Project
MemBidApp
Lewis Street Wall - Bid Tab

Lewis Street Wall - Current

Lewis Street Wall - Final Design

Lewis Street Wall - Initial Design

Resolution No. 4893(51)
Introduced by: Committee of the Whole

**A RESOLUTION APPROVING THE AWARD OF BID FOR THE LEWIS STREET WALL
PROJECT TO ALL-WAYS CONTRACTORS FOR THE TOTAL AMOUNT OF \$257,975**

WHEREAS, the City of Burlington did post a Class 2 Notice to Bidders for the Lewis Street Wall project on February 22, 2018 and March 1, 2018; and,

WHEREAS, bids received by the City were opened and reviewed at the Board of Public Works Bid Opening on March 8, 2018 and forwarded to the Engineer (Kapur and Associates, Inc.) for final review; and,

WHEREAS, the Engineer, and the Director of Public Works have reviewed the bids and recommend acceptance of the lowest, most responsive bid from All-Ways Contractors a copy of which is hereto and made a part thereof; and,

WHEREAS, the Engineer, and the Director of Public Works have recommended approval of the Lump Sum Bid for \$257,975.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Burlington that the Lewis Street Wall project bid be awarded to All-Ways Contractors, for the not to exceed amount of \$257,975 for the Total Lump Sum Bid.

Introduced: March 20, 2018
Adopted:

Jeannie Hefty, Mayor

Attest:

Diahn Halbach, City Clerk

MEMORANDUM TO THE CITY OF BURLINGTON

To: Peter Riggs
From: Mike Timmers
CC: Carina Walters, Megan Watkins
Date: March 14, 2018
Re: Bid Approval and Recommendation for Lewis Street Wall

A total of five bids were received on Thursday, March 8, 2018 for the **Lewis Street Wall**. The bids were reviewed, and the final bid tab results are as follows:

	<u>Bidder No. 1</u>	<u>Bidder No. 2</u>	<u>Bidder No. 3</u>	<u>Bidder No. 4</u>	<u>Bidder No. 5</u>
Item	All-Ways Contractors, Inc. (Elm Grove, WI)	Workman Enterprises, LLC (New Berlin, WI)	The Wanasek Corp (Burlington, WI)	Jeff Voegeli Landscaping, Inc. (Monroe, WI)	Reesmans Excavating & Grading, Inc. (Burlington, WI)
Total Base Bid:	\$257,975.00	\$258,254.90	\$276,844.00	\$277,832.00	\$384,195.50

Based on the review of the bids, the review of the bidder's qualification statement, discussions with the bidder regarding this project and previous experience, and discussion with the City and DPW staff, it is my recommendation to award the **Lewis Street Wall** project base bid contract to **All-Ways Contractors, Inc.** for the total cost of \$257,975.00. A bid bond of 5% of the contract price, and qualification statement were submitted and complete. The project General Bid Tab is attached for your review.

LEWIS STREET WALL BID TAB

City of Burlington, Racine County, Wisconsin

Bid Opening: March 8, 2018 10:00 AM (RE-DESIGNED & RE-BID)

LEWIS STREET WALL				Bidder #1 - All-Ways Contractors, Inc. (Elm Grove, WI)		Bidder #2 - Workman Enterprises, LLC (New Berlin, WI)		Bidder #3 - The Wanasek Corp (Burlington, WI)		Bidder #4 - Jeff Voegeli Landscaping, Inc. (Monroe, WI)		Bidder #5 - Reesman's Excavating & Grading, Inc. (Burlington, WI)	
Item No.	Item Description	Unit	Est Qty	Bid Unit Price	Bid Price	Bid Unit Price	Bid Price	Bid Unit Price	Bid Price	Bid Unit Price	Bid Price	Bid Unit Price	Bid Price
204.0150	Removing Curb and Gutter	LF	25	\$ 10.00	\$ 250.00	\$ 20.00	\$ 500.00	\$ 11.00	\$ 275.00	\$ 10.00	\$ 250.00	\$ 14.50	\$ 362.50
204.0155	Removing Concrete Sidewalk	SY	120	\$ 6.40	\$ 768.00	\$ 9.00	\$ 1,080.00	\$ 28.00	\$ 3,360.00	\$ 5.00	\$ 600.00	\$ 14.50	\$ 1,740.00
204.0185	Removing Concrete Retaining Wall	CY	150	\$ 136.30	\$ 20,445.00	\$ 65.00	\$ 9,750.00	\$ 175.00	\$ 26,250.00	\$ 170.00	\$ 25,500.00	\$ 90.00	\$ 13,500.00
305.0120	Base Aggregate Dense 1 1/4-Inch (HMA Pavement,Curb and Gutter, & Sidewalk)	TON	70	\$ 59.80	\$ 4,186.00	\$ 20.00	\$ 1,400.00	\$ 32.00	\$ 2,240.00	\$ 14.00	\$ 980.00	\$ 40.00	\$ 2,800.00
460.5224	HMA Pavement Type 4LT 58-28 S, Item also includes tack coat (455.0605).	TON	3	\$ 325.00	\$ 975.00	\$ 300.00	\$ 900.00	\$ 325.00	\$ 975.00	\$ 450.00	\$ 1,350.00	\$ 710.00	\$ 2,130.00
601.0411	Concrete Curb & Gutter 30-Inch Type D	LF	35	\$ 30.00	\$ 1,050.00	\$ 60.00	\$ 2,100.00	\$ 42.00	\$ 1,470.00	\$ 40.00	\$ 1,400.00	\$ 44.00	\$ 1,540.00
602.0405	Concrete Sidewalk 4-Inch	SF	2160	\$ 4.00	\$ 8,640.00	\$ 6.50	\$ 14,040.00	\$ 7.00	\$ 15,120.00	\$ 4.70	\$ 10,152.00	\$ 7.05	\$ 15,228.00
602.0505	Curb Ramp Detectable Warning Field Yellow	SF	10	\$ 30.50	\$ 305.00	\$ 60.00	\$ 600.00	\$ 42.00	\$ 420.00	\$ 55.00	\$ 550.00	\$ 44.00	\$ 440.00
638.2102	Moving Signs Type II	EACH	2	\$ 225.00	\$ 450.00	\$ 200.00	\$ 400.00	\$ 210.00	\$ 420.00	\$ 120.00	\$ 240.00	\$ 220.00	\$ 440.00
690.0150	Sawing Asphalt	LF	30	\$ 8.00	\$ 240.00	\$ 10.00	\$ 300.00	\$ 10.00	\$ 300.00	\$ 4.00	\$ 120.00	\$ 13.50	\$ 405.00
SPV.0090.01	Ornamental Aluminum Fence (4-Foot)	LF	390	\$ 55.90	\$ 21,801.00	\$ 47.50	\$ 18,525.00	\$ 47.00	\$ 18,330.00	\$ 53.00	\$ 20,670.00	\$ 49.00	\$ 19,110.00
	Includes design and construction (design/build) of a new precast modular block retaining wall (approx. 2600 SF). Item includes small or large block to be approved by owner, coping units, tie back system, drainage aggregate, base material, backfill material, excavation, underdrain system, earth retention, restoration, and all items not specified in this bid form for the construction of the retaining wall.												
SPV.0105.01	MANDATORY: Insert Block Style Here	LS	1	\$ 188,885.00	\$ 188,885.00	\$ 207,659.90	\$ 207,659.90	\$ 204,884.00	\$ 204,884.00	\$ 211,220.00	\$ 211,220.00	\$ 321,000.00	\$ 321,000.00
SPV.0105.02	Traffic Control	LS	1	\$ 9,980.00	\$ 9,980.00	\$ 1,000.00	\$ 1,000.00	\$ 2,800.00	\$ 2,800.00	\$ 4,800.00	\$ 4,800.00	\$ 5,500.00	\$ 5,500.00
SUBTOTAL					\$ 257,975.00		\$ 258,254.90		\$ 276,844.00		\$ 277,832.00		\$ 384,195.50





LEWIS STREET WALL
BURLINGTON, WI - APRIL 2017



LEWIS STREET WALL
BURLINGTON, WI - APRIL 2017



COMMITTEE OF THE WHOLE

ITEM NUMBER 4C

DATE: March 20, 2018

SUBJECT: RESOLUTION 4894(52) - to approve a preliminary resolution Declaring Intent to Exercise Special Assessment Powers Under §66.0703, Wisconsin Statutes for Reconstruction of Sidewalks at Various Locations.

SUBMITTED BY: Peter Riggs, Director of Public Works

BACKGROUND/HISTORY:

In 1991, the Common Council established a sidewalk replacement program in response to deteriorated sidewalks. The intent of the sidewalk program is to financially assist property owners with a 50/50 cost share program.

By adopting this resolution, this is the first step to consider levying special assessments upon property for the replacement of existing public sidewalks at various locations. The proposed assessments may be paid in full or in three annual installments with an interest rate which is one-half (0.05) percent over the total cost of the improvements.

This process includes a public hearing proposed for May 1, 2018. The final interest rate will be established and stated in the final resolution and noticed with the appropriate assessments.

BUDGET/FISCAL IMPACT:

In the 2018 Budget, \$30,000 was planned and accounted for this program. This work will be bid in conjunction with the 2018 Street Resurfacing Program.

RECOMMENDATION:

Staff recommends that the Common Council approve this initial step to exercise Special Assessments for the reconstruction of sidewalks in 2018.

TIMING/IMPLEMENTATION:

This item is scheduled for discussion at the March 20, 2018 Committee of the Whole meeting and scheduled for final consideration at the April 4, 2018 Common Council Meeting.

The next steps include a final resolution for the assessments that will be scheduled for discussion at the May 1, 2018 Committee of the Whole meeting, along with a resolution for the award of contracts for the 2018 Street Resurfacing Program. The process also includes a Public Hearing scheduled for May 1, 2018 and final consideration of this final resolution for the assessments scheduled for the May 15, 2018 Common Council Meeting.

Attachments

Res 4894(52) Prelim Res Sidewalks

Preliminary 2018 Sidewalk Program with Estimated Assessments

A PRELIMINARY RESOLUTION DECLARING INTENT TO EXERCISE SPECIAL ASSESSMENT POWERS UNDER §66.0703, WISCONSIN STATUTES FOR RECONSTRUCTION OF SIDEWALKS AT VARIOUS LOCATIONS.

BE IT RESOLVED by the Common Council of the City of Burlington, Racine County and Walworth County, Wisconsin:

1. The Common Council hereby declares its intention to exercise its police power under §66.0703, Wisconsin Statutes and §274-3 of the Code of the City of Burlington, to levy special assessments upon property for benefits conferred upon such property by replacement of portions of existing public sidewalks at the following locations:

HOUSE NUMBER	STREET NAME
124	Capital Street
373	Dale Drive
132	Duane Street
141, 149	Edward Street
165	N Elmwood Avenue
149	W Jefferson Street
189	W Highland Avenue
300, 348, 372, 373	S Kane Street
317	S Kendrick Avenue
557	Madison Street
333, 339-341, 345, 400	Milwaukee Avenue
525, 533	Orchard Street
353	Pickett Court
300	Robert Street
419, 442	Walnut Street

2. Said improvements are to include sidewalk replacement, and restoration of all disturbed areas; and
3. The total cost assessed against the abutting properties shall not exceed one-half (½) of the total cost of the improvements; and
4. The City of Burlington will bear one-half (½) of the total cost of the improvements; and
5. The assessments against any parcel may be paid in cash or in three (3) annual installments with interest at a rate which is one-half (0.5) percent over the cost of the funds for the project. This rate shall be established in the final resolution and noticed with assessments; and

6. The City is directed to prepare an engineering report consisting of:

- a) Final plans and specifications for said improvements,
- b) An estimate of the entire cost of the proposed improvements,
- c) A schedule of the proposed assessments.
- d) A statement that the property against which the assessments are proposed is benefited.

Upon completion of such report, a copy thereof shall be filed in the City Clerk's office for public inspection; and

7. Upon receiving the report, the City Clerk is directed to prepare a notice stating the nature of the proposed improvement, the general boundary lines of the proposed assessment district, the place and time at which the report may be inspected and the place and time at which all interested persons, or their agents or attorneys, may appear before the Common Council to be heard concerning the matters contained in this resolution and the report. The notice shall be published as Class I notice of a public hearing to be held at least 10 days but not more than 40 days after publication, and mail a copy of said notice at least 10 days before the hearing to every person whose post-office address is known or can be ascertained with reasonable diligence as specified in §66.0703(7), Wisconsin Statutes. The hearing shall be held in the Common Council Chambers in the Courtroom of the Police Department at the time set by the Clerk in accordance with §66.0703(7).

Hearing tentatively set for: Tuesday, May 1, 2018 at 6:30 p.m.

Introduced: March 20, 2018

Adopted:

Jeannie Hefty, Mayor

Attest: _____

Diahnn Halbach, City Clerk

CITY OF BURLINGTON ENGINEERING REPORT

SIDEWALK RECONSTRUCTION PROGRAM 2018
COST ESTIMATE

PRELIMINARY

Inv. No.	Property	Address		Parcel No.	Owner	Mailing Address	LENGTH OF 4" WALK	LENGTH OF 6" WALK	WIDTH OF SIDEWALK	TOTAL SQ. FT. OF 4"	TOTAL SQ. FT. OF 6"	TOTAL COST ESTIMATE	OWNER COST 50%
124		Capital St.	Madison St. side	031932402440	Eunice Streiff	124 Capital St. Burlington, WI 53105	25.00	0.00	4.50	112.50	0.00	\$826.88	\$413.44
373		Dale Dr.		021905044070	Agustin & Rosa Garcia	373 Dale Dr. Burlington, WI 53105	13.40	0.00	4.50	60.30	0.00	\$443.21	\$221.60
132		Duane St.		031932320140	Andrew & Wendy Lynch	132 Duane St. Burlington, WI 53105	34.00	0.00	4.50	153.00	0.00	\$1,124.55	\$562.28
141		Edward St.		031932540060	Daniel & Kelly Iselin	141 Edward St. Burlington, WI 53105	14.50	2.00	5.00	72.50	10.00	\$613.38	\$306.69
149		Edward St.	Edward St. side	031932540070	Stephen & Jean Fifer	149 Edward St. Burlington, WI 53105	10.20	0.00	5.00	51.00	0.00	\$374.85	\$187.43
165	N.	Elmwood Ave.	Walnut St. side	031931060200	Taylor Jean Beauchesne	165 N. Elmwood Ave. Burlington, WI 53105	5.00	0.00	4.50	22.50	0.00	\$165.38	\$82.69
149	W.	Jefferson St.	most on Johnson St. side, small amount on Jefferson	031932480050	Lawrence and Vicky Baumeister	149 W. Jefferson St. Burlington, WI 53105	101.25	15.00	4.00	405.00	60.00	\$3,459.75	\$1,729.88
189	W.	Highland Ave.		031932630110	Michael & Jill Ludwig	189 W. Highland Ave. Burlington, WI 53105	40.50	0.00	4.00	162.00	0.00	\$1,190.70	\$595.35
300	S.	Kane St.	Highland Ave. side	031932520620	Kelly & Johnathan Kamlager	300 S. Kane St. Burlington, WI 53105	40.00	5.00	4.00	160.00	20.00	\$1,337.00	\$668.50
348	S.	Kane St.		031932520680	Jewell Salmieri	S67 W17236 Martin Dr. Muskego, WI 53150	34.10	0.00	4.00	136.40	0.00	\$1,002.54	\$501.27
372	S.	Kane St.	Kane St. side	031932520710	Federal National Mortgage Assoc.	P.O. Box 650043 Dallas, TX 75265	22.00	0.00	4.00	88.00	0.00	\$646.80	\$323.40
373	S.	Kane St.		031932300020	Robt. & Mary Wheaton Rev. Tr.	373 S. Kane St. Burlington, WI 53105	104.70	0.00	5.00	523.50	0.00	\$3,847.73	\$1,923.86
317	S.	Kendrick Ave.		031931120020	Robert & Carol Thompson	317 S. Kendrick Ave. Burlington, WI 53105	24.00	0.00	4.50	108.00	0.00	\$793.80	\$396.90
557		Madison St.	Madison St. side	031932402360	Daniel & Lynette Vrchota	557 Madison St. Burlington, WI 53105	24.20	0.00	4.20	101.64	0.00	\$747.05	\$373.53
333		Milwaukee Ave.		031932220010	Paul & Christine Mueller	31121 Plank Rd. Burlington, WI 53105	21.00	9.00	5.00	105.00	45.00	\$1,134.00	\$567.00
339 -341		Milwaukee Ave.		031932220030	Paul & Christine Mueller	31121 Plank Rd. Burlington, WI 53105	38.00	5.00	5.00	190.00	25.00	\$1,597.75	\$798.88
345		Milwaukee Ave.		031932220040	David Thompson	34411 Washington Ave. Burlington, WI 53105	10.00	0.00	5.00	50.00	0.00	\$367.50	\$183.75
400		Milwaukee Ave.	Milw. Ave. side	031932470060	Town Bank	10 W. Mifflin St. Madison, WI 53105	15.00	0.00	4.50	67.50	0.00	\$496.13	\$248.06
525		Orchard St.		031931130450	Gary J. Naber	525 Orchard St. Burlington, WI 53105	44.90	0.00	4.50	202.05	0.00	\$1,485.07	\$742.53
533		Orchard St.		031931130460	Joseph & Lori Stonestreet	533 Orchard St. Burlington, WI 53105	5.00	0.00	4.50	22.50	0.00	\$165.38	\$82.69
353		Pickett Ct.		031931226140	Keith & Diane Pollek	353 Pickett Ct. Burlington, WI 53105	17.60	0.00	4.50	79.20	0.00	\$582.12	\$291.06
300		Robert St.	Alice St. side	031932560280	Brian Whitaker	300 Robert St. Burlington, WI 53105	65.20	0.00	4.50	293.40	0.00	\$2,156.49	\$1,078.25
419		Walnut St.		031931060180	Christopher G. Walsh	419 Walnut St. Burlington, WI 53105	26.00	0.00	4.50	117.00	0.00	\$859.95	\$429.98
442		Walnut St.		031931011040	Joseph Patla	442 Walnut St. Burlington, WI 53105	0.00	14.30	4.50	0.00	64.35	\$518.02	\$259.01
												\$0.00	
												\$3,177.17	
??	RR ROW	S. Pine St.	South of Market St.	021905063000	Wisc. Central Railroad Ltd. Co.	P.O. Box 5062 Rosemont, IL 60017	0.00	85.80	4.60	0.00	394.68		\$1,588.59
												\$0.00	
												\$0.00	
												\$0.00	
												\$0.00	
							735.55	136.10	112.80	3,282.99	619.03	\$29,113.17	\$14,556.58



COMMITTEE OF THE WHOLE

ITEM NUMBER 4D

DATE: March 20, 2018

SUBJECT: RESOLUTION 4895(53) - to consider approving an Extraterritorial Zoning Certified Survey Map for property located at 33911 Hillcrest Drive.

SUBMITTED BY: Gregory Guidry, Building Inspector

BACKGROUND/HISTORY:

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

This Certified Survey Map has been submitted for review by Bryon Perona of New Winds Properties LLC for property located at the 33911 Hillcrest Drive in the Town of Burlington. The applicant would like to subdivide one parcel to create Proposed Lots 1 and 2. Proposed Lot 1 will consist of 15,598 square feet with an accessory structure that crosses the property lines. Proposed Lot 2 will consist of 13,229 square feet with an existing single-family residence and an accessory structure. The two Proposed Lots will retain the current zoning classification.

The Town of Burlington Planning and Zoning Committee approved this CSM at their February 8, 2018 meeting.

BUDGET/FISCAL IMPACT:

N/A

RECOMMENDATION:

The Plan Commission and City Staff recommend approval of this ETZ Certified Survey Map request.

TIMING/IMPLEMENTATION:

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

Attachments

Res 4895 ETZ CSM
CSM map

RESOLUTION NO. 4895(53)
Introduced by: Committee of the Whole

**A RESOLUTION APPROVING A CERTIFIED SURVEY MAP FOR BRYON PERONA FOR
PROPERTY LOCATED AT 33911 HILLCREST DRIVE IN THE TOWN OF BURLINGTON,
WITHIN THE CITY'S EXTRATERRITORIAL PLAT JURISDICTION**

WHEREAS, the Plan Commission of the City of Burlington has reviewed a certified survey map shown hereon, proposed and submitted by Bryon Perona for property located at 33911 Hillcrest Drive in the Town of Burlington; for property described as:

BEING A DIVISION OF LOT 2 AND 3, IN BLOCK 7, SECOND ADDITION OF OAKWOOD HILLS OF BOHNER'S LAKE, BEING PARTS OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17, THE NORTHEAST QUARTER OF THE NORTHEAST OF SECTION 20, TOWNSHIP 2 NORTH, RANGE 19 EAST OF THE 4TH PRINCIPAL MERIDIAN, TOWN OF BURLINGTON, RACINE COUNTY, WISCONSIN.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Burlington, Racine County and Walworth County, State of Wisconsin, that the attached certified survey map prepared on December 18, 2017 by Mark A. Bolender, WLS, is hereby approved.

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

Introduced: March 20, 2018
Adopted: March 20, 2018

Jeannie Hefty, Mayor

Attest:

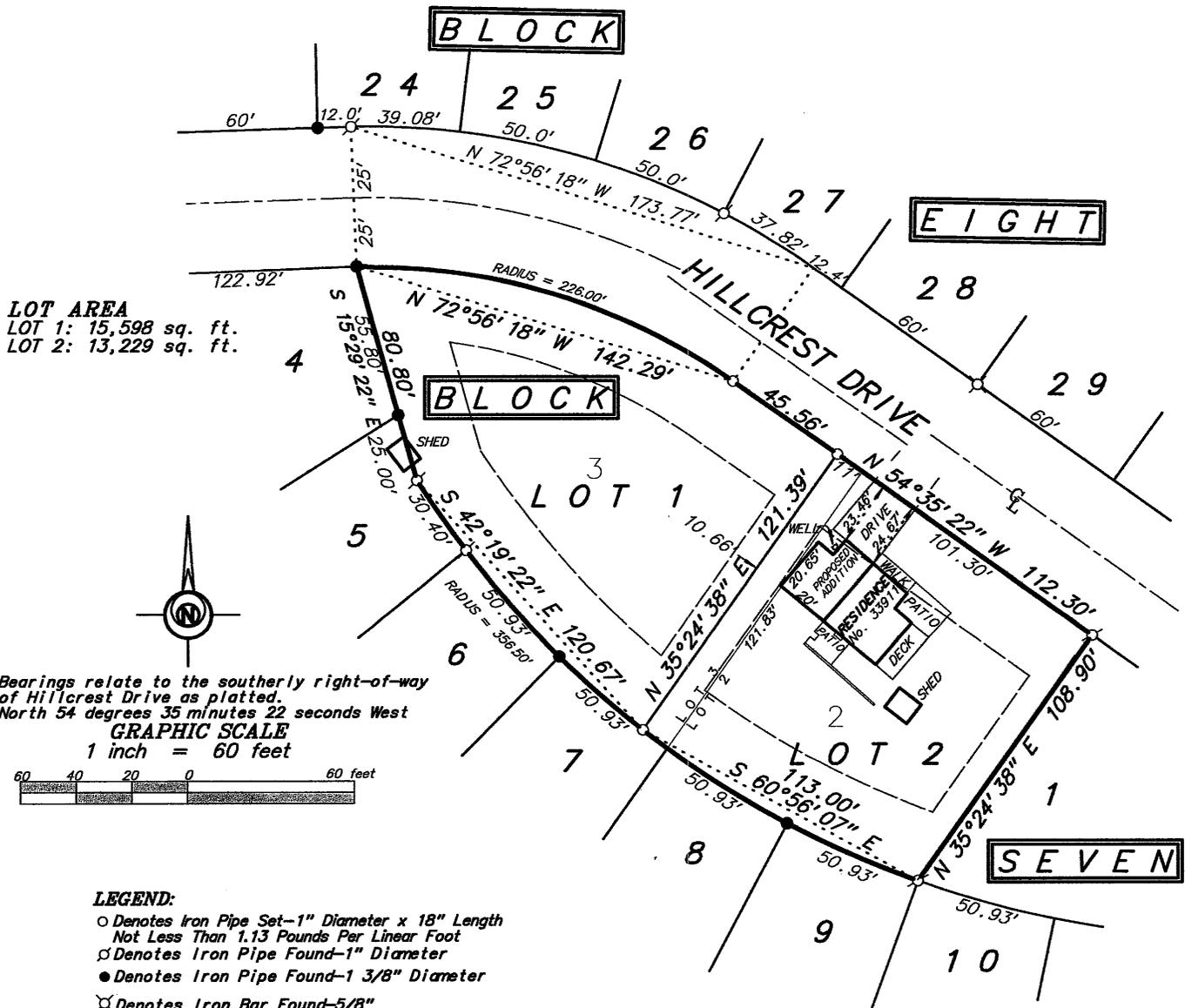
Diahn Halbach, City Clerk

RACINE COUNTY CERTIFIED SURVEY NUMBER _____

Being a division of Lots 2 and 3, in Block 7, SECOND ADDITION OF OAKWOOD HILLS OF BOHNER'S LAKE, being parts of the Southeast Quarter of the Southwest Quarter of Section 17, the Northeast Quarter of the Northeast Quarter of Section 19 and the Northwest Quarter and the West Half of the Northeast Quarter of Section 20, Township 2 North, Range 19 East of the 4th Principal Meridian, Town of Burlington, Racine County, Wisconsin.

OWNER & SUBDIVIDER: New Winds Properties LLC.
 Bryon Perona, Agent
 3910 348th Ave.
 Burlington, WI. 53105

PARCEL SURVEYED & MAPPED BY: Arbit Land Surveying
 8120 312th Ave.
 Wheatland, WI. 53105



Bearings relate to the southerly right-of-way of Hillcrest Drive as platted.
 North 54 degrees 35 minutes 22 seconds West
GRAPHIC SCALE
 1 inch = 60 feet

LEGEND:

- Denotes Iron Pipe Set—1" Diameter x 18" Length Not Less Than 1.13 Pounds Per Linear Foot
 - ⊙ Denotes Iron Pipe Found—1" Diameter
 - Denotes Iron Pipe Found—1 3/8" Diameter
 - ⊗ Denotes Iron Bar Found—5/8"
 - Denotes Building Setback Lines Per R-4 Zoning Urban Residential District (I)
 Street Yard Setback 25 ft.
 Rear Yard Setback 25 ft.
 Side Yard Setback 10 ft.
- Lots Are Serviced By Municipal Sanitary Sewer System



Mark A. Bolender
 Mark A. Bolender
 Wisconsin Professional Land Surveyor - 1784
 December 18, 2017

RACINE COUNTY CERTIFIED SURVEY NUMBER_____

Being a division of Lots 2 and 3, in Block 7, SECOND ADDITION OF OAKWOOD HILLS OF BOHNER'S LAKE, being parts of the Southeast Quarter of the Southwest Quarter of Section 17, the Northeast Quarter of the Northeast Quarter of Section 19 and the Northwest Quarter and the West Half of the Northeast Quarter of Section 20, Township 2 North, Range 19 East of the 4th Principal Meridian, Town of Burlington, Racine County, Wisconsin.

SURVEYOR'S CERTIFICATE

I, Mark A. Bolender, professional land surveyor hereby certify: That in full compliance with the provisions of Chapter 236.34 of the Wisconsin Statutes and the subdivision regulations of the Town of Burlington, Racine County, Wisconsin and under the direction of Bryon Perona, agent for New Winds Properties, LLC, owner of said land, I have surveyed, divided, mapped and divided this Certified Survey Map; that such plat correctly represents all exterior boundaries and the subdivision of land surveyed; and that this land is located in the Southeast Quarter of the Southwest Quarter of Section 17, in the Northeast Quarter of the Northeast Quarter of Section 19 and the Northwest Quarter and the West Half of the Northeast Quarter of Section 20, Township 2 North, Range 19 East of the 4th Principal Meridian, Town of Burlington, Racine County, Wisconsin, containing 0.66 acres, and described as follows: Lots 2 and 3, Block 7, in the 2nd ADDITION OF OAKWOOD HILLS OF BOHNER'S LAKE according to the recorded plat thereof on file and of record in the office of the Register of Deeds, Racine County, Wisconsin as Document Number 506846, and recorded on May 6, 1946.

Dated at Wheatland, Wisconsin this 9th day of FEBRUARY, 2018.



Mark A. Bolender

Mark A. Bolender - Wisconsin Registered Land Surveyor S - 1784
AMBIT LAND SURVEYING * 8120-312th Avenue * Wheatland * Wisconsin 53105

TOWN OF BURLINGTON APPROVAL

Approved by the Town Board at the Town of Burlington on this 8th day of Feb., 2018

Ralph Rice
Ralph Rice-Chairman

Adelheid Streif
Adelheid Streif-Clerk

RACINE COUNTY CERTIFIED SURVEY NUMBER_____

Being a division of Lots 2 and 3, in Block 7, SECOND ADDITION OF OAKWOOD HILLS OF BOHNER'S LAKE, being parts of the Southeast Quarter of the Southwest Quarter of Section 17, the Northeast Quarter of the Northeast Quarter of Section 19 and the Northwest Quarter and the West Half of the Northeast Quarter of Section 20, Township 2 North, Range 19 East of the 4th Principal Meridian, Town of Burlington, Racine County, Wisconsin.

OWNER'S CERTIFICATE

I, Bryon Perona, agent for New Winds Properties, LLC, owner of said land, do hereby certify that I caused the land described on this Certified Survey Map to be surveyed, divided, mapped as represented on this Certified Survey Map. I also certify that this Certified Survey Map is required by s.236.10 or s.236.12 to be submitted to the following for approval or objection:

*Township of Burlington
City of Burlington*

Bryon Perona

Dated this _____ day of _____, 2018

STATE OF WISCONSIN }
COUNTY OF RACINE } SS

Personally came before me this _____ day of _____, 2017 the above named _____ to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public

My Commission Expires: _____

Witness the hand and seal of said owner this _____ day of _____, 2018

CITY OF BURLINGTON CERTIFICATE (EXTRATERRITORIAL)

STATE OF WISCONSIN }
COUNTY OF RACINE } SS

Resolved that this Certified Survey Map, in the Town of Burlington, Bryon Perona, agent for New Winds Properties LLC, owner is hereby approved by the City Board of the City of Burlington on this _____ day of _____, 2018.

Jeannie Hefty-City Mayor

Diahnn Halbach-City Clerk



Mark A. Bolender

*Mark A. Bolender
Wisconsin Professional Land Surveyor - 1784*



COMMITTEE OF THE WHOLE**ITEM NUMBER 4E**

DATE: March 20, 2018**SUBJECT:** **RESOLUTION 4896(54)** - to approve a contract with Great Lakes TV to Inspect the City's Sanitary Sewer System in the Amount of \$12,449.36.**SUBMITTED BY:** Peter Riggs, Director of Public Works

BACKGROUND/HISTORY:

The City of Burlington contracts annually for sanitary sewer main inspections. It has been the City's past practice to inspect at least 10% of the system as part of this annual program.

Inspection of the collection system provides numerous benefits including planning for utility replacements, proactively identifying problems in the system, and identifying lateral service connection locations. Archived inspection footage provides significant value as it is frequently referenced by staff and engineering consultants. Televising quantities is also reported to the Department of Natural resources as part of our Compliance Maintenance Annual Report (CMAR).

BUDGET/FISCAL IMPACT:

The 2018 Waste Water Budget contains \$20,000 in funding for this line item in its operating budget and other services.

Wastewater staff solicited quotes from three different service providers for the 2018 program. The quotes received are consistent with prior programs. The responses were as follows.

- Northern Pipe: \$12,162.12
- Great Lakes TV: \$12,449.36
- Visu-Sewer: \$35,367.50

Great Lakes TV is \$287.24 more expensive than the low cost option but will provide additional value to the City. Great Lakes TV has provided televising service to the City of Burlington for approximately 15 years. In that time they have met expectations, developed effective and efficient communication with staff, provided a consistent, familiar product, and gained a familiarity with our system. These qualities provide value to the City. While it is difficult to quantify that value, it can be assumed that it exceeds \$287.24.

RECOMMENDATION:

Staff recommends approving a contract with Great Lakes TV in the amount of \$12,449.36 for the 2018 sanitary sewer inspection program.

TIMING/IMPLEMENTATION:

This item is scheduled for discussion at the March 20, 2018 Committee of the Whole meeting and scheduled for final consideration at the April 4, 2018 Common Council Meeting.

Attachments

Res 4896(54) Great Lakes TV_Sanitary Sewer

TV Quote Great Lakes

TV Quote Northern Pipe

**Resolution No. 4896(54):
Introduced by: Committee of the Whole**

**A RESOLUTION APPROVING A CONTRACT WITH GREAT LAKES TV TO INSPECT THE
CITY'S SANITARY SEWER SYSTEM IN THE AMOUNT OF \$12,449.36**

WHEREAS, it has been the objective of the City of Burlington to annually inspect 10% (28,294 linear feet) of the sanitary sewer system via a televising company; and,

WHEREAS, the data obtained allows staff to locate problem areas and is useful in projecting replacements and repairs; and,

WHEREAS, three quotes for the televising services have been obtained; and,

WHEREAS, the Director of Public Works has reviewed the options and recommends acceptance of the option from Great Lakes TV who has previously supplied televising services for the City thus allowing the ability to maintain uniformity in software, format and filing of the TV reports, a copy of which is hereto and made a part thereof; and,

WHEREAS, the Director of Public Works has recommended approval of the quote submitted by Great Lakes TV in the amount of \$12,449.36.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Burlington that the Great Lakes TV be contracted to inspect the City's sanitary sewer system for the amount of \$12,449.36 is hereby approved.

Introduced: March 20, 2018
Adopted:

Jeannie Hefty, Mayor

Attest:

Diahnn Halbach, City Clerk



3600 Kewaunee Road
 Green Bay, WI 54311
 Phone: (920) 863-3663
 Fax: (920) 863-3662

Quotation

Quote Number:
9986

Quote Date:
Mar 7, 2018

Quoted to:

CITY OF BURLINGTON
 Dept. of Public Works
 2200 South Pine St.
 Burlington, WI 53105

Page:
1

Quote Good Thru	Payment Terms	Sales Rep
4/6/18	Net 30 Days	

Description	Unit of Measure	Quantity	Unit Price	Extension
2018 SANITARY SEWER INSPECTION	.			
PIPE INSPECTION	FOOT	28,294.00	0.440	12,449.36
THIS IS THE SAME PRICE AS LAST YEAR.	.			

Please notify Great Lakes within 30 days if the quotation is accepted and the above prices will be honored. This acknowledgment will enable us to schedule your work more efficiently. If prevailing wages apply - this quote will be adjusted accordingly. Bond fee and/or additional insurance requirements are not included in the quote amount. If applicable, add the amount(s) to this quote.

Subtotal	12,449.36
Sales Tax	
Total	12,449.36



PROPOSAL

1772 S. VANDENBERG ROAD
GREEN BAY, WI 54311
PHONE: 920-655-8049
FAX: 920-468-7207
EMAIL: ADAMTIERNEY@NORTHERNPIPEINC.COM

PROJECT: Sewer televising
LOCATION: Burlington, WI
DATE: 7-Mar

TO: Donny Hefty, Foreman
City of Burlington Wastewater

Mobilization of equipment and crew				N/C
Sewer televising of 28,284'	\$	0.43	per LF	\$ 12,162.12
TOTAL				\$ 12,162.12

Notes:
Work schedule shall be set in the best interest of both parties. Currently looking to complete this work in May 2018.

Upon completion of the televising the customer will receive a flash drive and hard copy of all data collected.

The customer will also receive a spreadsheet highlighting needed repairs with in the collection system.

Pipe must be ready to be televised. If for some reason (dirt, deposits, roots, etc.) Northern Pipe, Inc. is unable to televise any segment of pipe a \$205.00 per hour charge may occur and/or a re-mobilization charge.

IF YOU HAVE ANY QUESTIONS ABOUT THIS PROPOSAL EMAIL TO ADAMTIERNEY@NORTHERNPIPEINC.COM

WE PROPOSE HEREBY TO FURNISH MATERIAL, EQUIPMENT AND LABOR - COMPLETE IN ACCORDANCE WITH THESE SPECIFICATIONS, FOR THE SUM OF: _____ DOLLARS (\$) **(\$12,162.12**)

PAYABLE AS FOLLOWS: INVOICE NET 30 DAYS

AUTHORIZED SIGNATURE :

ALL MATERIAL IS GUARANTEED TO BE SPECIFIED. ALL WORK TO BE COMPLETED IN A WORKMANLIKE MANNER ACCORDING TO STANDARD PRACTICES. ANY ALTERATION OR DEVIATION FROM ABOVE SPECIFICATIONS INVOLVING EXTRA COSTS WILL BE EXECUTED ONLY UPON WRITTEN ORDERS, AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE. ALL AGREEMENTS CONTINGENT UPON STRIKES, ACCIDENTS, OR DELAYS BEYOND OUR CONTROL. OWNER TO CARY FIRE, TORNADO, AND OTHER NECESSARY INSURANCE. OUR WORKERS ARE FULLY COVERED BY WORKMEN'S COMPENSATION INSURANCE.

ADAM TIERNEY , BUSINESS DEVELOPMENT MANAGER

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 30 DAYS

ACCEPTANCE OF PROPOSAL - THE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

SIGNATURE: _____

DATE: _____



NORTHERN PIPE, INC.

CLEAN - INSPECT - REPAIR

DATE: _____

Proposal

To: Donny Hefty
City of Burlington
2100 S. Pine Street
Burlington, WI 53105
262-539-3646

From: Randy Belanger
Visu-Sewer, Inc.
W230 N4855 Betker Road
Pewaukee, WI 53072
414-429-1885

Date: 3/7/2018

Project: Sanitary Sewer CCTV Inspection

Visu-Sewer is pleased to offer the following service:

CCTV inspection of approximately 30,000 linear feet of various sanitary sewer lines, in the City of Burlington. The proposal cost includes DVD's, inspection reports with PACP codes & defect still photos. Project does not include any cleaning prior to televising. Note: if needed, reverse set-ups will be completed at \$150.00 each. Easement lines and cleaning will be quoted individually.

Price - \$1.25 per linear foot
(Based on a minimum of 30,000 linear feet)

The City of Burlington shall clean sewer lines prior to the start of the CCTV inspection project, provide access to all manholes, and traffic control beyond cones and signs. Visu-Sewer will provide labor and equipment to complete the project.

Thank you for the opportunity to quote on this project. If you have any questions, please do not hesitate to contact us at 800-876-8478.

All material guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. This proposal may be withdrawn if not accepted within 30 days of issue. Time and material rates are charges "port to port". Terms - Net 30 days.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. Visu-Sewer, Inc. is authorized to do the work as specified.

Date: _____ Signature: _____



COMMITTEE OF THE WHOLE

ITEM NUMBER 6A

DATE: March 20, 2018

SUBJECT: MOTION 18-893 - to consider approving the 2018 Fireworks Agreement for July 4, 2018 with Five Star Fireworks Co.

SUBMITTED BY: Megan Watkins, Director of Administrative Services

BACKGROUND/HISTORY:

Presented before you tonight, is Five Star's 2018 Fireworks Agreement for this year's 4th of July fireworks to be displayed on the ChocolateFest grounds located at 681 Maryland Avenue. Five Star Fireworks, Co. has provided fireworks for the 4th of July in the City of Burlington since 2014 with great success and popularity.

In 2014, staff requested proposals to conduct the July 4th firework show from four firework companies, which were: J&M Displays, Five Star Fireworks Co., Krueger Pyrotechnics & Firework Display, and Bartolotta Fireworks Company, Inc. After discussion with the companies and review of the proposals, staff recommended and Council approved contracting with Five Star Fireworks in the amount of \$10,000.

The contract has continued to be renewed each year as Five Star Fireworks has continued to honor the \$10,000 price for its fireworks display.

For your convenience, attached to the cover sheet is the itemized quote from 5-Star Fireworks, as well as the agreement for services on July 4, 2018.

BUDGET/FISCAL IMPACT:

The amount of the Agreement is \$10,000. A down payment of \$3,000 shall be made upon signing of the Agreement. The remaining amount is due 30 days after the display. Payment is made through the Festivals Account within the General Fund.

RECOMMENDATION:

Staff recommends approving the agreement.

TIMING/IMPLEMENTATION:

This item is for discussion at the March 20, 2018 Committee of the Whole meeting and is scheduled for the April 4, 2018 Common Council meeting for final consideration.

Attachments

Five Star Fireworks Contract

FIVE STAR FIREWORKS, CO.

Mystic Fireworks, Inc., d/b/a Five Star Fireworks

P. O. Box 143

Oconomowoc, WI 53066-0143

Telephone (262)569-7820; Cell (262)490-4164

www.fivestarfirerworks.com

THIS AGREEMENT is made this 6th day of March, 2018, between:

Mystic Fireworks Inc. d/b/a
FIVE STAR FIREWORKS

- and -

CUSTOMER, City of Burlington, 300 N. Pine St., Burlington, WI 53105

Customer agrees to engage Mystic Fireworks, Inc. d/b/a Five Star Fireworks, ("Five Star") to shoot a fireworks show ("Show") on July 4, 2018.

Customer agrees to pay Five Star the total price \$10,000.00, subject to modification for changes, for the labor, shooting and furnishing of fireworks for the Show referenced above.

A down payment of \$3,000.00 shall be made upon the signing of this Agreement. The remaining amount is due 30 days after the display.

Five Star and the Customer agree as follows:

FIREWORKS EXHIBITION TERMS AND CONDITIONS

1. **Parties.** This contract engages the services of Five Star to produce and perform pyrotechnic displays over a one-year period for the Customer as referenced above.

2. **Product.** Five Star agrees to furnish to Customer a fireworks display Show containing the fireworks indicated on the attached Exhibit "A" which is a list of the purchased fireworks to be used for the Show.

3. **Supply.** In the event any of the fireworks listed in Exhibit "A" should not be available through no fault of Five Star, Five Star reserves the right to substitute said fireworks with comparable fireworks without further notice. Any said substitutions will be of equal or greater value to Customer and will not affect the "look" or "feel" of the Show.

4. **Date.** The date of the Show shall be for July 4, 2018.

5. **Weather.** In case of inclement weather, the displays will be rescheduled for the following day or on such other day and time as mutually agreed. In the event inclement weather forces the cancellation of the Show and said Show is not rescheduled, Customer shall pay a restocking charge of 15% of the cost of the Show.

6. **Financing/Sponsorship.** Should a Customer lose funding for the Show or a sponsor of the Show withdraws funds, the Customer must give written notice of same to Five Star indicating what amount of funds were lost and what is the new budget for the Show. Notice must be received before the end of May of the year the Show is to be produced. The Customer will have the following options:

- a. **Cancellation.** If the funds available for the Show are less than the amount necessary to conduct a reasonable Show, then the contract for that year may be canceled. If the Customer has additional years remaining on its contract, then the Customer must make all reasonable efforts to secure financing for the remaining Shows. Cancellation of the contract due to lack of funds does not free Customer of the terms of this Contract or allow Customer to search out other fireworks companies to shoot the Show.
- b. **Reorganization.** After informing Five Star of the loss of funds, Customer can arrange with Five Star a reorganization the Show given the new amounts available. If notice is received less than thirty (30) days prior to the Show, any cancellation or change will be disallowed. Five Star reserves the right to refuse cancellation or reorganization of the Show based on its own judgment of the facts in any given situation.

7. **Personnel.** Five Star shall provide qualified personnel who will handle the delivery, set-up and execution of the display fireworks, as well as appropriate clean-up of the display area. Said personnel are under the direct control and supervision of Five Star. Any changes in the Show or information regarding the Show on the date of the Show must be referred to the site supervisor.

8. **Safety.** Five Star shall take all safety precautions with respect to the Show, shall comply with all safety measures required by the Contract, and with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority for the safety of persons or property at the Show. The following provisions are also necessary for the safety of the Show:

- a. **Area.** Customer shall provide Five Star with sufficient area to shoot said Show in a safe and reasonable manner in accordance with NFPA guidelines and standards.
- b. **Police and Fire.** Customer shall provide all necessary police and fire personnel, as well as any other appropriate protection necessary. This includes, but is not limited to contact with the police and fire departments in the area, providing private security as necessary, providing access to fire suppression equipment and water, and any other necessary safety personnel or equipment.
- c. **After-Show Inspection and Clean-Up.** Five Star will, to the best of its ability, conduct a search of the grounds after the Show, in an effort to dispose of any unexploded shells and for a general clean-up of the area. The extent of this inspection and clean-up may be affected by other commitments, inclement weather, or other unforeseeable circumstances, including, but not limited to; fire, lighting, rain, snow, or any other factors that hamper its after-show inspection and clean-up.
- d. **Morning Search.** Customer explicitly acknowledges and accepts responsibility to conduct a search of the grounds and surrounding area the morning after the Show. Customer acknowledges that this search is of critical importance. If any unexploded or defective fireworks are found that were missed during Five Star's inspection the previous evening, Customer shall notify Five Star immediately for further instructions concerning proper disposal.

9. **Hold Harmless.** To save harmless Five Star and all other workers or subcontractors from any and all losses or damage (including, without limiting the generality of the foregoing, legal fees and disbursements paid or incurred by Five Star to enforce the provisions of this Contract) occasioned by

the failure of the Customer to carry out the provisions of this Contract unless such failure results from causes beyond the control of the Customer.

10. **Non-Assignment.** Not to assign or sub-let this Contract, or any part thereof, and not to assign any money due or to become due hereunder without first obtaining the written consent of the Customer hereto.

11. **Compliance.** To comply with all federal and state laws, codes, and regulations and all municipal ordinances and regulations effective where the work under this Contract is to be performed.

12. **Permits.** The customer will be responsible for obtaining all necessary permits for the Show. Failure to obtain permits may result in cancellation of the Show.

13. **Entire Agreement.** This Agreement constitutes the entire Contract of the parties. It is expressly agreed that no statement, arrangement, warranty, or understanding, oral or written, express or implied, will be recognized unless it is stated in, or otherwise permitted by, this Agreement. Customer warrants that the person executing this Agreement, and any subsequent change orders, has legal authority to do so. Customer acknowledges review and approval of the entire Agreement before execution. This Agreement is not assignable by either party without the other's consent.

14. **Debt or Obligations.** Each party shall be responsible for its separate debts and obligations.

15. **Payment.** The cost of each display shall be \$10,000.00, and the cost of \$2,000,000.00 liability insurance shall be included, for a total amount due of \$10,000.00, plus sales tax, if applicable. At the time of the signing of this Contract, the Customer shall pay a deposit in the amount of \$3,000.00. The remaining balance shall be due and payable 30 days after the evening of the Show. A 5% financing charge shall be applied per month until the receipt by Five Star of any unpaid balance.

16. **Indemnification.** Five Star shall indemnify Customer against all liability to any person for or by reason of any condition, whether defective or otherwise, of any fireworks, apparatus, equipment, or fixtures furnished by Five Star in connection with the Show, and against all liability to any person for or by reason of any act of omission of Five Star or any of its agents or employees.

17. **Severability.** The invalidity of any part of this Agreement shall not be deemed to affect the validity of any other part. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provisions.

18. **Access.** Customer agrees to maintain access for Five Star to the display area, to keep the site free from obstructions, and to obtain permission for Five Star to gain access through any property as necessary to facilitate the shooting of the Show. Customer shall be solely responsible for all risk, shall hold Five Star harmless and free of liability, and shall compensate for any damage or costs arising out of such access or the failure to maintain access.

19. **Protection of Customer's Property and Site.** Customer agrees to remove or protect any personal property inside and outside the display area. Five Star shall take reasonable efforts to avoid damage to existing property, and in such event, shall not be responsible for damage to the Customer's property or any other property in the area where the Show was shot, including existing walks, driveways, telephone or electric lines, lawn, shrubs, trees, homes or other property whether caused in whole or in part by Five Star, its employees or subcontractors, or their suppliers in the performance of the Show or in the delivery of materials to the display site.

20. **Insurance.** Five Star shall maintain workers compensation and general liability insurance (in an amount of \$2,000,000.00), as necessary, either through itself or its parent company, Five Star Fireworks, Corp. Customer, as appropriate, shall maintain homeowners insurance covering all physical loss to any structure or buildings near the display area, and expressly including, but not be limited to; coverage for multiple perils, collapse, fire, weather damage, theft, vandalism and malicious mischief, naming Five Star as additional insured. Customer assumes all risk of loss during the Show, save for what is covered under the policies held by Five Star on its behalf. It is the Customer's responsibility to contact their insurance agent and inform them of the necessary required coverage or assume any loss not covered by their insurance carrier.

21. **Alternative Dispute Resolution.** In the event that either party requests, in writing, that a dispute relating in any way to this Agreement be resolved by mediation, the other party to this contract *must* proceed to mediate the dispute prior to filing a lawsuit. In the event mediation is requested, the mediation shall be conducted by the Mediation Service of the Metropolitan Builders Association of Greater Milwaukee or any other mediator or group that the parties can mutually agree to. Disputes that are subject to mandatory mediation include, but are not limited to contractual disputes and disputes directly relating to the Show or to the provision of services and/or materials for the Show. The parties agree, in the event the dispute proceeds to mediation, that they will make a good faith effort to resolve their dispute(s) through the mediation process and that they will abide by the MBA Mediation Service policies and procedures.

22. **Waiver.** Customer's commencement of litigation against Five Star for breach of contract or other dispute(s) prior to providing the notice required above, shall be deemed a waiver of any and all claims Customer may have had against Five Star for breach of contract or other dispute(s).

23. **Acceptance.** In executing this Agreement, Customer represents that Customer has the necessary financial resources to fulfill its obligations under this Agreement and has the legal authority to execute this Agreement.

By signing this Agreement, Customer represents and warrants that: (1) they have the authority to execute this Agreement for the Show; and (2) they have reviewed and approved the Agreement and the attached Exhibit "A." This Agreement shall become binding on Five Star and Customer upon signing below.

Submitted by Five Star:

By: _____ Date: March 6, 2018
Tim Heinecke, President

The undersigned Customer certifies that he/she has carefully read this entire Agreement before signing below and acknowledges receipt of a copy of the entire Agreement at the time of signing.

Accepted by Customer:

By: _____ Date: _____

Accepted by Five Star:

By: _____ Date: _____
Tim Heinecke, President



PREPARED FOR

City of Burlington

July 4, 2018

GRAND OPENING TO MAIN EVENT

200 1 ¼ INCH GLITTER CROWN TO FALLING LEAVES

MAIN EVENT

12

THREE INCH FLASH SALUTES

Salutes will be used to signal the open of your show and will continue throughout the program.

75

THREE INCH CROWN PYRO COLOR DISPLAY SHELLS

63

THREE INCH DELUXE AN-PING DISPLAY SHELLS

66

THREE INCH DANCING DRAGON DISPLAY SHELLS

216 Total Three Inch Shells

Three inch display shells include: Colored Diadems, Crossett's, Tiger Tails, Sneaking Peony's, and Bright Stars to name a few.

18

FOUR INCH DANCING DRAGON DISPLAY SHELLS

18

FOUR INCH DANCING DISPLAY SHELLS WITH TAILS

36

FOUR INCH SPECIALTY YUNG FENG DISPLAY SHELLS

72

FOUR INCH FLOWER KING DISPLAY SHELLS WITH TAILS

144 Total Four Inch Shells

Four inch display shells include: Multi-Colored Crossett's, Shimmering Peony's, Bright Kamuros, Glowing Comets, and many more.

- 10 FIVE INCH CROWN PYRO DISPLAY SHELLS
- 15 FIVE INCH DANCING DRAGON DISPLAY SHELLS
- 20 FIVE INCH DANCING SPECIALTY DISPLAY SHELLS

Five inch display shells include: Falling Leaves, Colored Diadems, Falling Willows, Giant Peony's, Bright Stars, and a wide variety of other effects.

- 12 FIVE INCH AN-PING MULTI-BREAKING DISPLAY SHELLS
ALL SHELLS ARE TWO FULL SIZE BREAKS

57 Total Five Inch Shells

- 18 SIX INCH MANTSUNA DISPLAY SHELLS

**** Highest quality shell imported from China. All Shells have multiple breaks, colors, patterns, and shapes. ****
(BEST SELLER FOR YEARS IN A ROW)

18 Total Six Inch Shells

FINALE

- 100 1 ½ INCH GREEN STROBE TO MIXED TAIL
- 100 TWO INCH TITIANUM SALUTES WITH REPORT
- 300 1 ½ INCH CRACKLE WILLOW WITH TAIL
- 60 THREE INCH DANCING FINALE COLOR SHELLS WITH TAILS
- 60 THREE INCH SILVER CROWN FINALE SHELLS
- 60 THREE INCH DANCING FINALE COLOR SHELLS AND SALUTES
- 60 THREE INCH AM PYRO CANOPY SHELLS WITH FLASH
- 20 FIVE INCH DANCING NISHI KAMURO FINALE SHELLS

The conclusion of your show will consist of more than 750 shells to end the show on an extremely dramatic note!



SPECIAL EFFECTS

200	1 ½ INCH GOLDEN STROBE TO GOLD WILLOW
200	1 ½ INCH RED, WHITE, AND BLUE PEONY'S
110	1 ¾ INCH COLOR TAIL TO COLOR DIADEM
200	1 ½ INCH COLOR COCONUT, COLOR PISTOL
200	1 ½ INCH MIXED CRACKLE WAVE TO COLOR

Special effects will be presented as 5 dramatic segments throughout your show!!!

The length of this show will be 21-24 minutes duration.
Program Exhibit "A"

Display Budget \$10,000.00
(Plus Sales Tax)