



## CITY OF BURLINGTON

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

### AGENDA COMMON COUNCIL

Wednesday, April 4, 2018

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

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

**Student Representatives:**

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

1. **Call to Order / Roll Call**
2. **Pledge of Allegiance**
3. **Citizen Comments**
4. **Chamber of Commerce Representative and Rescue Squad Representative**
5. **Approval of Minutes** *(S. Kott)*
  - A. Approval of the March 20, 2018 Common Council meeting minutes.
6. **Letters and Communications** - There are none.
7. **Reports by Aldermanic Representatives and Department Heads**
8. **Reports** *(E. Johnson)*
  - A. Approval of Reports 1-4
9. **Payment of Prepaids and Vouchers** *(B. Grandi)*

- A. Approval of Prepaid and Voucher list for bills accrued through April 4, 2018.

Total Prepaid:	\$ 68,602.48
Total Vouchers:	\$ 120,912.89
<b>Grand Total:</b>	<b>\$ 189,515.37</b>

10. **Licenses and Permits** (R. Dawidziak)

- A. Approval of Licenses and Permits as presented.

11. **Appointments and Nominations** (T. Preusker)

- A. Reappoint John Lynch, Jr. to the Zoning Board of Appeals, term expiring 1/1/2021  
B. Reappoint Suzanne Boutcher to the Zoning Board of Appeals, term expiring 1/1/2020

12. **PUBLIC HEARINGS:** There are none.

13. **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. (T. Bauman)
- 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. (S. Kott)
- 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. (E. Johnson)
- D. **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. (B. Grandi)
- E. **Resolution 4897(55)** - to approve a contractual arrangement in which the Tri-County Fire and Rescue Association, Inc. wishes to enter into with Scherrer Construction and American Fire Training Systems, Inc. (R. Dawidziak)
- F. **Resolution 4898(56)** - to consider approving the award of bid for a generator and the removal of the old generator for the City of Burlington Police Department to Peck & Weis Inc. in the amount of \$65,304.00. (T. Preusker)

14. **ORDINANCES:** There are none.

15. **MOTIONS:**

- A. **Motion 18-893** to consider approving the 2018 Fireworks Agreement for July 4, 2018 with Five Star Fireworks Co. (T. Bauman)
- B. **Motion 18-894** - to approve a Separation Agreement, Waiver and Release between the City of Burlington and City of Burlington Police Department employee, Kim Hardesty. (S. Kott)

- C. **Motion 18-895** - to approve an Airport Hangar Lease with Chadd Hartwig for 940 Bravo Taxiway, at the Burlington Municipal Airport. *(E. Johnson)*
16. **ADJOURN INTO CLOSED SESSION** *(B. Grandi)*  
**Wis. Stats 19.85(1)(e)** Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session.
- Discussion regarding the Echo Lake Developers Agreement.
  - Discussion regarding the Senior Center Lease Agreement.
17. **RECONVENE INTO OPEN SESSION** *(R. Dawidziak)*
18. **ACT ON ITEMS FROM CLOSED SESSION IF NECESSARY**  
- Consideration and possible action on recommendations for matters discussed in Closed Session by the Common Council.
19. **ADJOURNMENT** *(T. Preusker)*

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



**COMMON COUNCIL REGULAR**

**ITEM NUMBER 5A**

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**DATE:** April 4, 2018

**SUBJECT:** Common Council Minutes for March 20, 2018

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

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**BACKGROUND/HISTORY:**

The attached minutes are from the March 20, 2018 Common Council meeting.

**BUDGET/FISCAL IMPACT:**

N/A

**RECOMMENDATION:**

Staff recommends approval of the attached minutes from the March 20, 2018 Common Council meeting.

**TIMING/IMPLEMENTATION:**

This item is scheduled for final consideration at the April 4, 2018 Common Council meeting.

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**Attachments**

CC Minutes

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City Clerk  
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**CITY OF BURLINGTON  
Common Council Minutes  
Jeannie Hefty, Mayor  
Diahnn Halbach, City Clerk  
Tuesday, March 20, 2018**

1. **Call to Order / Roll Call**

Madam Chair Ruth Dawidziak called the meeting of the Common Council to Order on Tuesday, March 6, 2018 at 7:18 p.m. starting with Roll Call. Present: Johnson, Grandi, Dawidziak, Vos, Preusker, Bauman. Excused: Mayor Hefty, Kott, and Schultz.

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. **Pledge of Allegiance**

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

4. **Chamber of Commerce Representative and Rescue Squad Representative** - There were none.

5. **Approval of Minutes**

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

6. **Letters and Communications**

A motion was made by Alderman Preusker with a second by Alderman Bauman to approve Letters and Communications as presented. With all in favor, the motion carried.

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

Administrator Walters reminded everyone that the Adams Street railroad crossing would be closed on Wednesday March 21 from 7 a.m. to 1 p.m. so that CN could do some work in that area and that detours would be posted.

Alderman Grandi congratulated student representative Gabriel King for his role as Gomez in the BHS production of the Addams Family.

Alderman Grandi stated that he had received comments regarding the solar panels located at the Burlington Fireplace business and wanted to know if they are compliant with the City ordinance and if it's something Council needs to address for potential future development of these structures. Guidry replied that solar panels are not specifically stated within the City's code; however it is permitted within

the State Statute for renewable energy. Guidry further explained that the business was permitted to install the panels in 2013 and as far as location, the panels are located within the appropriate setbacks. Vos stated that there has been a solar panel located near Reynolds and Conkey for years and is twice the size of the one located at Burlington Fireplace and has never heard a complaint about them. Grandi further expressed his concern of homeowners choosing to install large solar panels in their front yards and whether or not this could become an issue. Guidry replied that as far as State Statutes, the City has to allow them, however, parameters regarding location could be reviewed.

Alderman Johnson expressed his concern regarding the compost site only being open two days per week during the busy spring clean-up time. Riggs responded that it is being monitored and will be addressed if hours or days needs to be extended.

8. **Reports 1-3**

A motion was made by Alderman Bauman with a second by Alderman Preusker to approve Reports 1-3 as presented. With all in favor, the motion carried.

9. **Payment of Prepaids and Vouchers**

A motion was made by Alderman Vos with a second by Alderman Bauman to approve Prepaids and Vouchers as presented. Roll Call: Aye - Vos, Preusker, Bauman, Johnson, Grandi, Dawidziak. Nay - None. The motion carried 6-0.

10. **Licenses and Permits**

- A. Approval of issuing a "Class B" Combination Reserve Liquor License to the Mercantile Hall, LLC.

Prior to Council vote, Wendy Lynch of Mercantile Hall, presented her business plan and explained how the liquor license would be used. A motion was made by Alderman Johnson with a second by Alderman Grandi to approve issuing a "Class B" Reserve liquor license to Mercantile Hall, LLC. Roll Call: Aye - Johnson, Grandi, Dawidziak, Vos, Preusker, Bauman. Nay - None. The motion carried 6-0.

- B. Approval of Licenses and Permits as presented.

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

11. **Appointments and Nominations**

A motion was made by Alderman Grandi with a second by Alderman Bauman to approve Appointments and Nominations as presented. With all in favor, the motion carried.

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

13. **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.

A motion was made by Alderman Bauman with a second by Alderman Preusker to approve Resolution 4884(42). Roll Call: Aye - Bauman, Johnson, Grandi, Dawidziak, Vos, Preusker. The motion carried 6-0.

- 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.

A motion was made by Alderman Vos with a second by Alderman Johnson to approve Resolution 4885(43). Roll Call: Aye - Vos, Preusker, Bauman, Johnson, Grandi, Dawidziak. The motion carried 6-0.

- C. **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.

A motion was made by Alderman Preusker with a second by Alderman Vos to approve Resolution 4887(45). Roll Call: Aye - Preusker, Bauman, Johnson, Grandi, Dawidziak, Vos. Nay - None. The motion carried 6-0.

- D. **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.

A motion was made by Alderman Bauman with a second by Alderman Grandi to approve Resolution 4889(47). Roll Call: Aye - Bauman, Johnson, Grandi, Dawidziak, Vos, Preusker. The motion carried 6-0.

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

A motion was made by Alderman Bauman with a second by Alderman Preusker to approve Resolution 4890(48). With all in favor, the motion carried.

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

A motion was made by Alderman Johnson with a second by Alderman Grandi to approve Resolution 4891(49). With all in favor, the motion carried.

- G. **Resolution 4895(53)** - to consider approving an Extraterritorial Zoning Certified Survey Map for property located at 33911 Hillcrest Drive.

A motion was made by Alderman Johnson with a second by Alderman Grandi to approve Resolution 4895(53). With all in favor, the motion carried.

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

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

16. **ADJOURN INTO CLOSED SESSION**

Prior to adjourning into closed session, Madam Chair Dawidziak announced that the discussion regarding Jeff Way for property located at 1157 Milwaukee Avenue would be tabled for the evening.

A motion was made by Alderman Grandi with a second by Alderman Preusker to Adjourn into Closed Session. Roll Call: Aye - Grandi, Dawidziak, Vos, Preusker, Bauman, Johnson. Nay - None. The motion carried 6-0 and the meeting adjourned into closed session at 7:51

**Wis. Stats 19.85(1)(g)** Conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is likely to become involved, to wit:

- Update regarding Veolia/Advanced Disposal under a prior contract for refuse and recycling collection.

**Wis. Stats 19.85(1)(g)** Conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is likely to become involved, to wit:

- Discussion regarding Jeff Way for property located at 1157 Milwaukee Avenue.

17. **RECONVENE INTO OPEN SESSION**

A motion was made by Alderman Grandi with a second by Alderman Preusker to Reconvene into Open Session. With all in favor, the motion carried and the meeting reconvened into Open Session at 7:58 p.m.

18. **ACT ON ITEMS FROM CLOSED SESSION IF NECESSARY**

A motion was made by Alderman Preusker with a second by Alderman Johnson to approve the Settlement Agreement and Mutual Release between the City of Burlington and Advanced Disposal Services Solid Waste Midwest, LLC as presented. Roll Call: Aye - Preusker, Bauman, Johnson, Grandi, Dawidziak, Vos. Nay - None. The motion carried 6-0.

19. **ADJOURNMENT**

A motion was made by Alderman Vos with a second by Alderman Bauman to adjourn the meeting. With all in favor, the meeting adjourned at 8:03 p.m.

Minutes respectfully submitted by:

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Diahnn C. Halbach  
City Clerk  
City of Burlington



**COMMON COUNCIL REGULAR**

**ITEM NUMBER 8A**

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**DATE:** April 4, 2018

**SUBJECT:** REPORTS 1-4

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

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**BACKGROUND/HISTORY:**

Attached please find the following reports:

Airport Committee Minutes, 11-30-17

Burlington Housing Authority Minutes, 2-22-18

Police and Fire Commission Minutes, 3-6-2018

Committee of the Whole Minutes, 03-20-18

**BUDGET/FISCAL IMPACT:**

N/A

**RECOMMENDATION:**

Staff recommends that Council approve the submitted reports.

**TIMING/IMPLEMENTATION:**

This item is scheduled for consideration at the April 4, 2018 Common Council meeting.

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**Attachments**

Airport Minutes

BHA Minutes

PFC Meeting Minutes

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Minutes

City of Burlington – Airport Committee  
Burlington Municipal Airport  
Burlington, WI

Date: November 30, 2017

Meeting was called to order at 6:03 pm at the BUU Terminal Building

Present: Jerry DeLay  
Annette Rule  
Arlene Runkel  
David Uhen

Excused: Gary Meisner  
Alderman Todd Bauman  
Rob Bach

Motion was made by Jerry DeLay, seconded by Arlene Runkel to approve the June 22, 2017 minutes as written. Motion carried.

Open Floor Audience comments: None

New Business:

Jerry DeLay reported on the airport financials received from the City's Treasurer.

There being no further business, motion was made by Arlene Runkel, seconded by Annette Rule, to adjourn the meeting. Motion carried.

Meeting was adjourned at 6:25 pm.

Next meeting date is March 22, 2018 at 6:00 pm.

Respectfully submitted by:

  
Jerry DeLay  
Committee Chairman

**Housing Authority of City of Burlington Wisconsin  
Riverview Manor  
February 22, 2018**

The regular monthly meeting of the Housing Authority of City of Burlington Wisconsin was held on Wednesday, February 22, 2018 at 6:00 P.M. at Riverview Manor. The meeting was called to order by Chairman Lapp.

**COMMISSIONERS PRESENT:** Chairman Lapp, Vice Chairman Heck, Secretary Smith, Commissioner Merten, Commissioner Petersen and Manager Arlene Van Ess.

Minutes from the regular monthly meeting held January 17, 2018 were reviewed and approved as written with a motion by Heck, seconded by Merten, and carried unanimously.

**FINANCIAL REPORT:** Reserve Account balances as of January 31, 2018. (See statement balance sheet). The Certificates of Deposits closed at BMO have been deposited at Associated Bank. Signatures cards will be updated for all accounts.

**OCCUPANCY REPORT:** Manager Van Ess reported 41 on the waiting list for one bedroom units and 8 for two bedroom units.

**BUILDING AND MAINTENANCE:**

C & N Drywall gave a bid of \$725 for drywall for Apartment 129. The flooring to be replaced by Ketter for \$3,438.00 Motion to proceed by Petersen seconded by Heck and carried unanimously.

There was Board discussion on providing supplemental air conditioning to the community room. The bid from Troy Ketterhagen was \$3,675.00 to install a "through the wall" sleeve under the windows in the front area of the community room. This bid includes a \$300.00 allowance towards electrical for new A/C unit. Unit would be approximately another \$450.00. Will obtain another bid for comparison.

The Board discussed improving the camera system in our complex. Manager Van Ess provided a bid on an updated system through Tyco for \$8,166.00 with a monthly fee of \$140.00. There will be further discussion on this in March.

A new water heater was installed by Solofra Plumbing for \$7,300.00.

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

**NEW BUSINESS:** The Board discussed purchase of two AED units at a cost of \$1,695.00 each. Additional bids will be obtained.

The board discussed digitizing our files to replace and eliminate old paper files and free up limited storage space. A request to purchase a higher quality desktop scanner was submitted by Manager Van Ess at a cost of \$419.00. Manager Van Ess is also researching the cost of a multi printer/scanner combination.

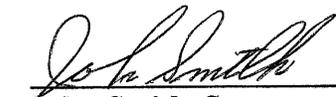
Manager and Assistant Manager will be going to training sessions in Rockford for FHA software and Oshkosh for RD program. There was a motion by Petersen, seconded by Heck and carried unanimously to approve cost of training sessions.

**RESIDENT COMMENTS: None**

**UNFINISHED BUSINESS: None**

**OTHER BUSINESS: None**

**ADJOURNMENT: There being no further business, motion to adjourn was made by Petersen, seconded by Merten, and carried unanimously. Meeting adjourned at 6:55 P.M. The next monthly meeting is tentatively scheduled for March 14, 2018 at 6:00 p.m.**

  
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**John Smith, Secretary**



CITY OF BURLINGTON

## POLICE – FIRE COMMISSION

300 North Pine Street, Burlington, Wisconsin 53105  
(262) 763-3717



### MINUTES

City of Burlington Police and Fire Commission  
Burlington Fire Department  
165 W. Washington Street, Burlington, Wisconsin  
March 6, 2018

**1. Call to Order:**

Commissioner Busch called the meeting to order at 5:34 p.m.

**2. Roll Call:**

Commissioners in attendance: Joe Busch, Bill Smitz, Kevin Morrow, Peter Hintz, Fire Chief Alan Babe, and Police Chief Mark Anderson. Commissioner Jeff Erickson was excused.

**3. Public Comments:**

None.

**4. Approval of Minutes**

The minutes from the January 16, 2017 PFC meeting was approved with one correction on Item #7 City Attorney was changed to Labor Law Attorney on a motion to approve by Commissioner Morrow, seconded by Commissioner Smitz all ayes motion carried.

**5. Police Chief Business**

A. The commission convened into closed session pursuant to section 19.85 (1) (c) Wisconsin Statutes for considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility on a motion by Commissioner Smitz and seconded by Commissioner Busch all ayes carried the motion at 5:42pm.

B. The commission reconvened into open session on a motion by Commissioner Smitz, seconded by Commissioner Morrow all ayes carried the motion at 6:15pm.

C. Congratulations to Officers Corey Talbert and Eric Willms for completing 18-month probationary period with the department.

**6. Fire Chief Business**

none.

**7. Police and Fire Commission Business**

Discussion of updating the PFC Rules and Regulations was discussed again, but the matter was tabled as we must get final clarification from the Labor Law Attorney on a few of the changes that were made.

**8. Adjourn**

Motion by Commissioner Morrow to adjourn seconded by Commissioner Smitz; motion carried all ayes at 7:46p.m.

Respectfully submitted,  
Commissioner Erickson, Secretary



**COMMON COUNCIL REGULAR**

**ITEM NUMBER 9A**

**DATE:** April 4, 2018

**SUBJECT:** Prepaid and Vouchers

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

**BACKGROUND/HISTORY:**

Attached please find the Prepaid and Voucher list for bills accrued through April 4, 2018

Total Prepaid:	\$ 68,602.48
Total Vouchers:	\$ 120,912.89
<b>Grand Total:</b>	<b>\$ 189,515.37</b>

**BUDGET/FISCAL IMPACT:**

5 Largest Disbursements on the Prepaid and Voucher List:

1. \$27,349.00 Kapur & Associates, Inc. - 2018 Burlington City Streets 12/01/17 to 02/03/18
2. \$22,195.39 Lakeshore Library Systems - Consortium Fee
3. \$18,759.44 We Energies - Street Lights 01/29/18 to 02/28/18
4. \$18,346.94 Ascent Aviation Group, Inc. - Jet A Fuel
5. \$17,139.50 Kapur & Associates, Inc. - 2018 Burlington City Streets 02/04/18 to 03/03/18

**RECOMMENDATION:**

Staff recommends that the Common Council accept and approve these Prepaid and Vouchers in the amount of \$189,515.37.

**TIMING/IMPLEMENTATION:**

This item is scheduled for consideration at the April 4, 2018 Common Council meeting.

**Attachments**

Prepaid 03-16-18

Prepaid 03-23-18

Vouchers 04-03-18

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
<b>100239006</b>						
100-239006 LAW-VISION	SUPERIOR VISION INSURANCE	Policy No. 141500 April Billing	126544	03/15/2018	599.17	03/16/2018
Total 100239006:					599.17	
<b>10051511265</b>						
100-515111-265 Festival/Fireworks/Block Party	DEQUAKER, STEVE	Pmnt for DJ -Employee Appreciation Party	032418	03/15/2018	400.00	03/16/2018
Total 10051511265:					400.00	
<b>100515121310</b>						
100-515121-310 MUNI COURT - OFFICE SUP	PITNEY BOWES	MUNI SUPPLIES	3305565990	03/01/2018	69.57	03/16/2018
Total 100515121310:					69.57	
<b>100515132225</b>						
100-515132-225 ADMIN - TELEPHONE	AT & T LONG DISTANCE	AT & T LONG DISTANCE ADMIN	829440291-02/18	03/04/2018	.43	03/16/2018
100-515132-225 ADMIN - TELEPHONE	AT & T	262 763-3747 163 6 (split)	26276334740318	03/04/2018	19.14	03/16/2018
Total 100515132225:					19.57	
<b>100515132298</b>						
100-515132-298 ADMIN - CONTRACT SERVI	E-vergent.com, LLC	BUS WIRELESS MONTHLY ACCT 1610	1610-94	03/07/2018	300.00	03/16/2018
Total 100515132298:					300.00	
<b>100515132310</b>						
100-515132-310 ADMIN - OFF SUPP-POSTA	DINERS CLUB COMMERCIAL	CTC* Constant Contract (ongoing)	5799 02/18	02/28/2018	5.00	03/16/2018
100-515132-310 ADMIN - OFF SUPP-POSTA	DINERS CLUB COMMERCIAL	Amazon Prime Membership	5799 02/18	02/28/2018	99.00	03/16/2018
100-515132-310 ADMIN - OFF SUPP-POSTA	DINERS CLUB COMMERCIAL	credit	6992 02/18	02/28/2018	95.49-	03/16/2018
100-515132-310 ADMIN - OFF SUPP-POSTA	PITNEY BOWES	ADMIN SUPPLIES	3305565990	03/01/2018	77.30	03/16/2018
100-515132-310 ADMIN - OFF SUPP-POSTA	PITNEY BOWES	BLDG INSPECTION	3305565990	03/01/2018	69.61	03/16/2018
Total 100515132310:					155.42	
<b>100515140310</b>						
100-515140-310 CLERK - OFFICE SUPPLIES	PITNEY BOWES	CLERK	3305565990	03/01/2018	69.57	03/16/2018
Total 100515140310:					69.57	
<b>100515140324</b>						
100-515140-324 CLERK - MEMBERSHIP DU	DINERS CLUB COMMERCIAL	WMCA membership dues	5914 02/18	02/28/2018	65.00	03/16/2018
Total 100515140324:					65.00	
<b>100515141225</b>						
100-515141-225 FINANCE - TELEPHONE	AT & T	262 763-3747 163 6 (split)	26276334740318	03/04/2018	19.14	03/16/2018
Total 100515141225:					19.14	
<b>100515141310</b>						
100-515141-310 FINANCE - OFFICE SUPP/P	DINERS CLUB COMMERCIAL	USPS	5864 02/18	02/28/2018	11.75	03/16/2018
100-515141-310 FINANCE - OFFICE SUPP/P	PITNEY BOWES	FIN SUPPLIES	3305565990	03/01/2018	69.57	03/16/2018
Total 100515141310:					81.32	
<b>100515141330</b>						
100-515141-330 FINANCE - TRAVEL	DINERS CLUB COMMERCIAL	Kalahari	5864 02/18	02/28/2018	91.26	03/16/2018

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
Total 100515141330:					91.26	
<b>100515141399</b>						
100-515141-399 FINANCE - MISC. EXPENSE	RACINE COUNTY TREASURER	Late fee 206-03-19-31-036-707	03-19-31-036-707	03/13/2018	77.90	03/16/2018
Total 100515141399:					77.90	
<b>100515142310</b>						
100-515142-310 ELECTIONS - OPERATION S	DINERS CLUB COMMERCIAL	subway	5914 02/18	02/28/2018	66.88	03/16/2018
100-515142-310 ELECTIONS - OPERATION S	PITNEY BOWES	ELECTIONS	3305565990	03/01/2018	69.57	03/16/2018
Total 100515142310:					136.45	
<b>100525211220</b>						
100-525211-220 POLICE - UTILITY SERVICE	WE ENERGIES	1461-190-073	1461190073FEB18	02/25/2018	1,280.63	03/16/2018
100-525211-220 POLICE - UTILITY SERVICE	WE ENERGIES	5843-681-877	5843681877FEB18	02/26/2018	1,819.86	03/16/2018
Total 100525211220:					3,100.49	
<b>100525211225</b>						
100-525211-225 POLICE - TELEPHONE	AT & T	262 763-3747 163 6 (split)	26276334740318	03/04/2018	95.66	03/16/2018
Total 100525211225:					95.66	
<b>100525211248</b>						
100-525211-248 POLICE - REP & MAINT BUIL	DINERS CLUB COMMERCIAL	All Data - Alarm Lock	5781 02/18	02/28/2018	39.43	03/16/2018
Total 100525211248:					39.43	
<b>100525211310</b>						
100-525211-310 POLICE - OFF SUPP-POSTA	DINERS CLUB COMMERCIAL	Amazon - Adapter Cable	5781 02/18	02/28/2018	10.99	03/16/2018
100-525211-310 POLICE - OFF SUPP-POSTA	PITNEY BOWES	POLICE SUPPLIES	3305565990	03/01/2018	69.57	03/16/2018
Total 100525211310:					80.56	
<b>100525211330</b>						
100-525211-330 POLICE - TRAVEL	DINERS CLUB COMMERCIAL	Kalahari	5781 02/18	02/28/2018	218.00	03/16/2018
100-525211-330 POLICE - TRAVEL	DINERS CLUB COMMERCIAL	Field's at the Wilderness Steak House	5781 02/18	02/28/2018	116.04	03/16/2018
100-525211-330 POLICE - TRAVEL	DINERS CLUB COMMERCIAL	Jimmy Johns	5781 02/18	02/28/2018	48.50	03/16/2018
100-525211-330 POLICE - TRAVEL	DINERS CLUB COMMERCIAL	Buffalo Wild Wings	5781 02/18	02/28/2018	147.04	03/16/2018
100-525211-330 POLICE - TRAVEL	DINERS CLUB COMMERCIAL	Georgia Porgie's	5781 02/18	02/28/2018	57.23	03/16/2018
100-525211-330 POLICE - TRAVEL	DINERS CLUB COMMERCIAL	Glock Professional, Inc. - Training	5781 02/18	02/28/2018	300.00	03/16/2018
100-525211-330 POLICE - TRAVEL	DINERS CLUB COMMERCIAL	Tac Team - Canine Liability 360	5898 02/18	02/28/2018	225.00	03/16/2018
100-525211-330 POLICE - TRAVEL	BAUMHARDT, MATTHEW	REIMBURSEMENTS - MEALS 01/08 to 02/08/18	020818	02/08/2018	42.00	03/16/2018
Total 100525211330:					1,153.81	
<b>100525211347</b>						
100-525211-347 POLICE - FIREARM SUPP/R	DINERS CLUB COMMERCIAL	Esmet, Inc	5898 02/18	02/28/2018	39.61	03/16/2018
Total 100525211347:					39.61	
<b>100525211381</b>						
100-525211-381 POLICE - INVESTIGATIONS	TransUnion Risk & Alternative Dat	Account ID: 777966 Feb. Billing	2018FEB	02/28/2018	25.00	03/16/2018
Total 100525211381:					25.00	

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
100525211533						
100-525211-533 POLICE - COPY MACHINE R	JAMES IMAGING SYSTEMS, IN	TOSHIBA- 4555C	22255587	03/05/2018	335.24	03/16/2018
Total 100525211533:					335.24	
100525220157						
100-525220-157 FIRE - INSERVICE TRAININ	DINERS CLUB COMMERCIAL	Super Tacos	8038 02/18	02/28/2018	34.62	03/16/2018
Total 100525220157:					34.62	
100525220220						
100-525220-220 FIRE - UTILITY SERVICES	TIME WARNER CABLE	Acct # 079780001	79780001030118	03/01/2018	115.59	03/16/2018
Total 100525220220:					115.59	
100525220225						
100-525220-225 FIRE - TELEPHONE	AT & T LONG DISTANCE	AT & T LONG DISTANCE FIRE	829440291-02/18	03/04/2018	3.63	03/16/2018
100-525220-225 FIRE - TELEPHONE	AT & T	262 763-3747 163 6 (split)	26276334740318	03/04/2018	76.54	03/16/2018
Total 100525220225:					80.17	
100525220248						
100-525220-248 FIRE - REPAIR MAINT BLDG	DINERS CLUB COMMERCIAL	Amazon - American Flag	8038 02/18	02/28/2018	42.68	03/16/2018
Total 100525220248:					42.68	
100525220298						
100-525220-298 FIRE- CONTRACT SERVICE	EMERGENCY SERVICE MARKE	IamResponding - One year Agreement	2018	03/15/2018	800.00	03/16/2018
Total 100525220298:					800.00	
100525220310						
100-525220-310 FIRE - OFFICE SUPPLIES	DINERS CLUB COMMERCIAL	Cellular Conn - TCC Charging Pad	8038 02/18	02/28/2018	52.54	03/16/2018
100-525220-310 FIRE - OFFICE SUPPLIES	DINERS CLUB COMMERCIAL	Amazon - EMS Vital Stats	8038 02/18	02/28/2018	14.49	03/16/2018
100-525220-310 FIRE - OFFICE SUPPLIES	PITNEY BOWES	FIRE	3305565990	03/01/2018	69.57	03/16/2018
Total 100525220310:					136.60	
100525220324						
100-525220-324 FIRE - MEMBERSHIP & DUE	DINERS CLUB COMMERCIAL	Paypal - WSFCA Membership Fee	8038 02/18	02/28/2018	95.00	03/16/2018
Total 100525220324:					95.00	
100525231330						
100-525231-330 BLDG INSP - TRAVEL	GUIDRY, GREGORY	Travel Reimbursement - Mileage	030818	03/14/2018	115.54	03/16/2018
Total 100525231330:					115.54	
100535321225						
100-535321-225 STREETS - TELEPHONE	AT & T	262 763-3747 163 6 (split)	26276334740318	03/04/2018	38.27	03/16/2018
Total 100535321225:					38.27	
100535321261						
100-535321-261 STREETS - LIGHTING	WE ENERGIES	4432-157-647	4432157647FEB18	02/28/2018	18,759.44	03/16/2018
100-535321-261 STREETS - LIGHTING	WE ENERGIES	5459-100-732	5459100732FEB18	02/26/2018	374.38	03/16/2018
100-535321-261 STREETS - LIGHTING	WE ENERGIES	7245-068-041	7245068041FEB18	02/25/2018	216.27	03/16/2018
100-535321-261 STREETS - LIGHTING	WE ENERGIES	7467-500-426	7467500426FEB18	02/25/2018	241.82	03/16/2018
100-535321-261 STREETS - LIGHTING	WE ENERGIES	8499-073-119	8499073119FEB18	02/25/2018	230.99	03/16/2018

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
Total 100535321261:					19,822.90	
<b>100535321354</b>						
100-535321-354 STREETS-PARKNG STRUC	WE ENERGIES	7082-958-528	7082958528FEB18	02/26/2018	647.11	03/16/2018
Total 100535321354:					647.11	
<b>100555551220</b>						
100-555551-220 PARKS - UTILITIES	WE ENERGIES	0635-112-551	0635112551FEB18	03/04/2018	24.70	03/16/2018
100-555551-220 PARKS - UTILITIES	WE ENERGIES	1269-762-568	1269762568FEB18	02/25/2018	39.14	03/16/2018
100-555551-220 PARKS - UTILITIES	WE ENERGIES	2428-946-714	2428946714FEB18	02/25/2018	1,013.90	03/16/2018
100-555551-220 PARKS - UTILITIES	WE ENERGIES	3698-542-543	3698542543FEB18	02/26/2018	15.71	03/16/2018
100-555551-220 PARKS - UTILITIES	WE ENERGIES	6895-338-188	6895338188FEB18	02/25/2018	109.51	03/16/2018
100-555551-220 PARKS - UTILITIES	WE ENERGIES	8893-353-410	8893353410FEB18	03/01/2018	40.59	03/16/2018
100-555551-220 PARKS - UTILITIES	WE ENERGIES	9274-302-992	9274302992FEB18	03/01/2018	15.71	03/16/2018
Total 100555551220:					1,259.26	
<b>100565641310</b>						
100-565641-310 PLAN COMM - SUPPLIES, P	PITNEY BOWES	PLANNING	3305565990	03/01/2018	69.57	03/16/2018
Total 100565641310:					69.57	
<b>251555511225</b>						
251-555511-225 TELEPHONE	DINERS CLUB COMMERCIAL	Google (ongoing)	3031 02/18	02/28/2018	62.50	03/16/2018
Total 251555511225:					62.50	
<b>251555511310</b>						
251-555511-310 OFFICE SUPPLIES, POSTA	PITNEY BOWES	LIBRARY SUPPLIES	3305565990	03/01/2018	69.57	03/16/2018
Total 251555511310:					69.57	
<b>251555511327</b>						
251-555511-327 MATERIALS	DINERS CLUB COMMERCIAL	R & L Publishing	6861 02/18	02/28/2018	73.20	03/16/2018
251-555511-327 MATERIALS	WT COX SUBSCRIPTIONS	WT Cox: Account Number 2060246	3044285	03/12/2018	30.00	03/16/2018
Total 251555511327:					103.20	
<b>251555511330</b>						
251-555511-330 INSERVICE TRAINING/TRAV	DINERS CLUB COMMERCIAL	Parking	3031 02/18	02/28/2018	5.40	03/16/2018
251-555511-330 INSERVICE TRAINING/TRAV	DINERS CLUB COMMERCIAL	Ian's Pizza	3031 02/18	02/28/2018	5.75	03/16/2018
Total 251555511330:					11.15	
<b>453565616821</b>						
453-565616-821 2017 Parks Projects	WE ENERGIES - BURLINGTON	Work Request 4198265 relocation	4198265	03/09/2018	147.00	03/16/2018
Total 453565616821:					147.00	
<b>453565616830</b>						
453-565616-830 Disaster Expenditure	DINERS CLUB COMMERCIAL	Amazon - Shelf Liner	5781 02/18	02/28/2018	28.98	03/16/2018
Total 453565616830:					28.98	
<b>621575740220</b>						
621-575740-220 WWTP-ELECTRIC	WE ENERGIES	0225-428-357 (split)	0225428357FEB18	02/28/2018	252.99	03/16/2018
621-575740-220 WWTP-ELECTRIC	WE ENERGIES	6268-292-660	6268292660FEB18	03/01/2018	49.96	03/16/2018

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
Total 621575740220:					302.95	
<b>621575740222</b>						
621-575740-222 GAS	WE ENERGIES	0225-428-357 (split)	0225428357FEB18	02/28/2018	9.57	03/16/2018
Total 621575740222:					9.57	
<b>621575740246</b>						
621-575740-246 REPAIRS,MAINT OFF EQUIP	JAMES IMAGING SYSTEMS, IN	CNDY447424 - WWTP	806667	02/26/2018	119.00	03/16/2018
Total 621575740246:					119.00	
<b>621575740310</b>						
621-575740-310 OFFICE SUPPLIES, POSTA	O'DEA, DANIEL	Reimbursement for USB to VGA Adapters	031118	03/11/2018	29.98	03/16/2018
Total 621575740310:					29.98	
<b>621575740330</b>						
621-575740-330 SEWER - INSRVC TRNG & T	DINERS CLUB COMMERCIAL	Paypal - Fox River Summit Tickets	5849 02/18	02/28/2018	73.00	03/16/2018
621-575740-330 SEWER - INSRVC TRNG & T	WI DNR	WASTEWATER OPERATOR CERTIFICATE	2018	03/15/2018	90.00	03/16/2018
Total 621575740330:					163.00	
<b>622506230000</b>						
622-506230-000 SUPPLIES	DINERS CLUB COMMERCIAL	Chartpapers - Circular Charts for Pump Houses	5831 02/18	02/28/2018	593.89	03/16/2018
622-506230-000 SUPPLIES	WE ENERGIES	1473-005-365	1473005365FEB18	02/28/2018	139.32	03/16/2018
Total 622506230000:					733.21	
<b>622509210000</b>						
622-509210-000 OFFICE SUPPLY	PITNEY BOWES	WATER SUPPLIES	3305565990	03/01/2018	69.57	03/16/2018
622-509210-000 OFFICE SUPPLY	AT & T	262 763-3747 163 6 (split)	26276334740318	03/04/2018	38.28	03/16/2018
Total 622509210000:					107.85	
<b>622509260000</b>						
622-509260-000 EMPLOYEE REIMBURSEME	HARJES, GLENN A	DMV- Renew Commercial Drivers License	2018	03/01/2018	74.00	03/16/2018
622-509260-000 EMPLOYEE REIMBURSEME	WI DNR	WASTEWATER OPERATOR CERTIFICATE	2018	03/15/2018	90.00	03/16/2018
Total 622509260000:					164.00	
<b>623575740220</b>						
623-575740-220 ELECTRIC	WE ENERGIES	3243-871-135	3243871135FEB18	03/11/2018	142.15	03/16/2018
623-575740-220 ELECTRIC	WE ENERGIES	4066-688-457	4066688457FEB18	03/11/2018	200.20	03/16/2018
623-575740-220 ELECTRIC	WE ENERGIES	4619-277-006	4619277006FEB18	03/11/2018	612.70	03/16/2018
623-575740-220 ELECTRIC	WE ENERGIES	6069-094-440	6069094440FEB18	03/11/2018	306.53	03/16/2018
623-575740-220 ELECTRIC	WE ENERGIES	6280-861-972	6280861972FEB18	03/12/2018	19.48	03/16/2018
623-575740-220 ELECTRIC	WE ENERGIES	6831-002-581	6831002581FEB18	03/11/2018	69.92	03/16/2018
623-575740-220 ELECTRIC	WE ENERGIES	7460-654-921	7460654921FEB18	03/11/2018	64.83	03/16/2018
623-575740-220 ELECTRIC	WE ENERGIES	8460-785-002	8460785002FEB18	03/11/2018	32.86	03/16/2018
Total 623575740220:					1,448.67	
<b>623575740225</b>						
623-575740-225 TELEPHONE	AT & T	262 763-3747 163 6 (split)	26276334740318	03/04/2018	57.41	03/16/2018
Total 623575740225:					57.41	

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
<b>864121100</b>						
864-121100 TAXES RECEIVABLE	RACINE COUNTY TREASURER	Weithaus 206-03-19-31-036-707	03-19-31-036-707	03/13/2018	2,596.74	03/16/2018
Total 864121100:					<u>2,596.74</u>	
Grand Totals:					<u><u>36,366.26</u></u>	

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

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

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

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
<b>100454521001</b>						
100-454521-001 BOND FEES	RACINE COUNTY CLERK OF C	Rash, Victoria E; Warrent 18CT283	18-2781	03/21/2018	285.00	03/23/2018
100-454521-001 BOND FEES	RACINE COUNTY T & M COURT	Baumeister, Chad; Case: 18-2397	18-2397	03/09/2018	5,000.00	03/23/2018
Total 100454521001:					5,285.00	
<b>100484847000</b>						
100-484847-000 Developer Reimbursement	ANDERSON CONSULTING	Developer Reimbursement	1.059179	02/13/2018	33.75	03/23/2018
Total 100484847000:					33.75	
<b>100515132153</b>						
100-515132-153 ADMIN - EBC	EMPLOYEE BENEFITS CORPO	EBC ADMIN	2129389	03/15/2018	8.00	03/23/2018
Total 100515132153:					8.00	
<b>100515141153</b>						
100-515141-153 FINANCE - EMPLOYEE BEN	EMPLOYEE BENEFITS CORPO	EBC FINANCE	2129389	03/15/2018	.50	03/23/2018
100-515141-153 FINANCE - EMPLOYEE BEN	EMPLOYEE BENEFITS CORPO	EBC POLICE	2129389	03/15/2018	6.50	03/23/2018
Total 100515141153:					7.00	
<b>100525211225</b>						
100-525211-225 POLICE - TELEPHONE	BCN TELECOM, INC	PW200047 - Intoxilyzer Line	22462113	03/15/2018	87.10	03/23/2018
Total 100525211225:					87.10	
<b>100525211310</b>						
100-525211-310 POLICE - OFF SUPP-POSTA	HARDESTY, KIM	replacement costs for damaged cabinet	032118	03/21/2018	350.00	03/23/2018
Total 100525211310:					350.00	
<b>100525211330</b>						
100-525211-330 POLICE - TRAVEL	TALBERT, COREY	travel reimbursement - FTO Basic	111117	11/13/2017	338.90	03/23/2018
Total 100525211330:					338.90	
<b>100525220153</b>						
100-525220-153 FIRE - EMPLOYEE BENEFIT	EMPLOYEE BENEFITS CORPO	EBC FIRE	2129389	03/15/2018	10.00	03/23/2018
Total 100525220153:					10.00	
<b>100525220242</b>						
100-525220-242 FIRE - REPAIR & MAINT VE	MASON, RONNIE	Reimbursement - Burlington Lumber	8234	03/06/2018	8.41	03/23/2018
Total 100525220242:					8.41	
<b>100525220324</b>						
100-525220-324 FIRE - MEMBERSHIP & DUE	NFPA	ID# 3247778 2018 Renewal 1year	7133587X	02/26/2018	175.00	03/23/2018
Total 100525220324:					175.00	
<b>100525231330</b>						
100-525231-330 BLDG INSP - TRAVEL	GUIDRY, GREGORY	Travel Reimbursement - Mileage	031918	03/19/2018	56.68	03/23/2018
Total 100525231330:					56.68	
<b>100535321225</b>						
100-535321-225 STREETS - TELEPHONE	TIME WARNER CABLE	Acct # 079820101 (split)	079820101030118	03/01/2018	28.90	03/23/2018

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
Total 100535321225:					28.90	
<b>100555551225</b>						
100-555551-225 PARKS - TELEPHONE	TIME WARNER CABLE	Acct # 079820101 (split)	079820101030118	03/01/2018	28.89	03/23/2018
Total 100555551225:					28.89	
<b>251555511153</b>						
251-555511-153 EMPLOYEE BENEFITS	EMPLOYEE BENEFITS CORPO	EBC LIBRARY	2129389	03/15/2018	2.00	03/23/2018
Total 251555511153:					2.00	
<b>453565616830</b>						
453-565616-830 Disaster Expenditure	AT & T	287278196495	287278196495X031	03/05/2018	422.52	03/23/2018
Total 453565616830:					422.52	
<b>467535320500</b>						
467-535320-500 CONSERVATION AND DEVE	LIFE BRIDGE CHURCH	HPC Facade Grant Reimbursement 457 Milw	032118	03/22/2018	5,000.00	03/23/2018
Total 467535320500:					5,000.00	
<b>501514900000</b>						
501-514900-000 ADMINISTRATIVE EXPENSE	DIRECTPATH	Monthly fee for Advocacy Serv	AT39083	03/23/2018	168.00	03/23/2018
Total 501514900000:					168.00	
<b>621575740153</b>						
621-575740-153 EMPLOYEE BENEFITS	EMPLOYEE BENEFITS CORPO	EBC WWTP	2129389	03/15/2018	20.00	03/23/2018
Total 621575740153:					20.00	
<b>621575740220</b>						
621-575740-220 WWTP-ELECTRIC	WE ENERGIES	7672-906-685	7672906685FEB18	03/12/2018	317.16	03/23/2018
621-575740-220 WWTP-ELECTRIC	WE ENERGIES	8098-971-449	8098971449FEB18	03/13/2018	33.24	03/23/2018
621-575740-220 WWTP-ELECTRIC	WE ENERGIES	8635-875-051	8635875051FEB18	03/06/2018	79.79	03/23/2018
Total 621575740220:					430.19	
<b>621575740225</b>						
621-575740-225 TELEPHONE	TDS	TDS WWTP 262-539-3646	262-539-3646 03/18	03/19/2018	196.55	03/23/2018
621-575740-225 TELEPHONE	TIME WARNER CABLE	Acct # 079820101 (split)	079820101030118	03/01/2018	28.90	03/23/2018
621-575740-225 TELEPHONE	VERIZON WIRELESS	SCADA WWTP Acct # 242013605-00001	9803216561	03/10/2018	31.32	03/23/2018
Total 621575740225:					256.77	
<b>621575740310</b>						
621-575740-310 OFFICE SUPPLIES, POSTA	TIME WARNER CABLE	Time Warner WWTP Acct # 702658601	702658601031218	03/12/2018	124.94	03/23/2018
Total 621575740310:					124.94	
<b>622506250000</b>						
622-506250-000 MAINTENANCE-SUPPLIES	RUNDLE-SPENCE	#11 upgrade	S2645174.002	03/09/2018	393.74	03/23/2018
622-506250-000 MAINTENANCE-SUPPLIES	AMAZON.COM/GE MONEY	60457 8781 046912 8	735378499884	02/21/2018	341.21	03/23/2018
Total 622506250000:					734.95	

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
<b>622506410000</b>						
622-506410-000 SUPPLIES	AMAZON.COM/GE MONEY	60457 8781 046912 8 tools	457355664585	02/17/2018	109.18	03/23/2018
Total 622506410000:					109.18	
<b>622509210000</b>						
622-509210-000 OFFICE SUPPLY	TIME WARNER CABLE	Acct # 079820101 (split)	079820101030118	03/01/2018	28.90	03/23/2018
622-509210-000 OFFICE SUPPLY	TIME WARNER CABLE	Time Warner WWTP Acct # 715297601	715297601030818	03/08/2018	102.25	03/23/2018
622-509210-000 OFFICE SUPPLY	AT & T	414 r24-8901 367 9	414R24890103	03/10/2018	68.95	03/23/2018
Total 622509210000:					200.10	
<b>622509260153</b>						
622-509260-153 EMPLOYEE BENEFITS	EMPLOYEE BENEFITS CORPO	EBC WATER	2129389	03/15/2018	3.00	03/23/2018
Total 622509260153:					3.00	
<b>623575740200</b>						
623-575740-200 FUEL FOR RESALE	ASCENT AVIATION GROUP, INC	JET A	512052	03/15/2018	18,346.94	03/23/2018
Total 623575740200:					18,346.94	
Grand Totals:					32,236.22	

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

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GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
<b>100515111313</b>						
100-515111-313 CITY COUNCIL - PRINTING	LIGHTHOUSE COMMUNICATIO	City of Burlington Quarterly Newsleeter	1220318	03/22/2018	300.00	
Total 100515111313:					300.00	
<b>100515121310</b>						
100-515121-310 MUNI COURT - OFFICE SUP	STAPLES BUSINESS ADVANTA	STAPLES MUNICIPAL COURT SUPPLIES	8048978521	03/03/2018	39.99	
Total 100515121310:					39.99	
<b>100515121520</b>						
100-515121-520 MUNI COURT - PROP & LIA	ZAREK INSURANCE, INC.	Renew Bond for Public Official Judge	7798	03/05/2018	100.00	
Total 100515121520:					100.00	
<b>100515132310</b>						
100-515132-310 ADMIN - OFF SUPP-POSTA	ALSCO	ALSCO DPW (split) Customer # 074780	IMIL1305692	03/14/2018	2.97	
100-515132-310 ADMIN - OFF SUPP-POSTA	STAPLES BUSINESS ADVANTA	STAPLES ADMIN OFFICE SUPPLIES	8048978521	03/03/2018	110.72	
Total 100515132310:					113.69	
<b>100515132399</b>						
100-515132-399 ADMIN - SUNDRY EXPENSE	RICHTER'S MARKETPLACE	Richter's Marketplace - City Hall	032618CH	03/26/2018	5.85	
Total 100515132399:					5.85	
<b>100515140310</b>						
100-515140-310 CLERK - OFFICE SUPPLIES	STAPLES BUSINESS ADVANTA	STAPLES CITY CLERK SUPPLIES	8048978521	03/03/2018	58.16	
Total 100515140310:					58.16	
<b>100515141310</b>						
100-515141-310 FINANCE - OFFICE SUPP/P	STAPLES BUSINESS ADVANTA	STAPLES CITY FINANCE SUPPLIES	8048978521	03/03/2018	72.54	
Total 100515141310:					72.54	
<b>100515142310</b>						
100-515142-310 ELECTIONS - OPERATION S	BEAR GRAPHICS, INC.	voter number pads/tally slips	0792374	03/13/2018	191.03	
Total 100515142310:					191.03	
<b>100525211239</b>						
100-525211-239 POLICE - EQUIPMENT NON	AXON ENTERPRISES, INC.	holsters & tasers	SI1519425	01/23/2018	4,152.36	
Total 100525211239:					4,152.36	
<b>100525211242</b>						
100-525211-242 POLICE - REPAIR/MTCE EQ	LOIS TIRE SHOP,INC.	Unit 901 - change & balance 4 tires	419066	03/21/2018	98.00	
100-525211-242 POLICE - REPAIR/MTCE EQ	PRV UPFITTERS	basic changeover of emergency equipment	1290	03/12/2018	2,652.51	
100-525211-242 POLICE - REPAIR/MTCE EQ	PRV UPFITTERS	panel lights #902 & labor to install external camera	4	03/16/2018	1,025.00	
Total 100525211242:					3,775.51	
<b>100525211248</b>						
100-525211-248 POLICE - REP & MAINT BUIL	REINEMANS, INC.	hardware	140964	03/14/2018	7.78	
Total 100525211248:					7.78	

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<b>100525211310</b>						
100-525211-310 POLICE - OFF SUPP-POSTA	REINEMANS, INC.	UPS Delivery	141263	03/20/2018	19.34	
100-525211-310 POLICE - OFF SUPP-POSTA	RICHTER'S MARKETPLACE	Richter's Marketplace - Police Dept	031618PD	03/16/2018	16.82	
100-525211-310 POLICE - OFF SUPP-POSTA	RICHTER'S MARKETPLACE	Richter's Marketplace - Police Dept	032118PD	03/21/2018	13.84	
100-525211-310 POLICE - OFF SUPP-POSTA	STAPLES BUSINESS ADVANTA	STAPLES POLICE DEPT	8048978521	03/03/2018	403.36	
Total 100525211310:					453.36	
<b>100525211344</b>						
100-525211-344 POLICE - JANITOR SUPPLIE	MENARDS	Menards Acct 32120263 Janitor Supplies	58847	03/16/2018	37.01	
Total 100525211344:					37.01	
<b>100525211347</b>						
100-525211-347 POLICE - FIREARM SUPP/R	STREICHER'S	.40 SW Duty: 165gr	11305256	03/12/2018	693.00	
Total 100525211347:					693.00	
<b>100525211385</b>						
100-525211-385 POLICE - PARKING WARRA	MINUTEMAN PRESS OF BURLI	Forms - Notice of Violation - Parking	33906	03/08/2018	224.67	
Total 100525211385:					224.67	
<b>100525220159</b>						
100-525220-159 FIRE - CLOTHING ALLOWA	SIGNS & LINES BY STRETCH, L	Unit #915 Reflective gold with black outline	39869	03/14/2018	23.00	
Total 100525220159:					23.00	
<b>100525220211</b>						
100-525220-211 FIRE - PHYSICALS	AURORA HEALTH CARE	Acct #600003825 Mueller, Adam	158705820	01/08/2018	40.00	
Total 100525220211:					40.00	
<b>100525220242</b>						
100-525220-242 FIRE - REPAIR & MAINT VE	CLOVER LEAF TRUCK SERVIC	Unit 925 - Labor engine warning light	023452	03/14/2018	323.30	
100-525220-242 FIRE - REPAIR & MAINT VE	Emergency Apparatus	Aerial 951 - Repair Brake Pedal	98611	03/12/2018	185.63	
100-525220-242 FIRE - REPAIR & MAINT VE	REINEMANS, INC.	rope	141277	03/20/2018	13.86	
100-525220-242 FIRE - REPAIR & MAINT VE	ACCELERATED AUTO SERVICE	Repairs Unit #941	26974	03/16/2018	2,556.72	
100-525220-242 FIRE - REPAIR & MAINT VE	SIGNS & LINES BY STRETCH, L	Unit #924 in gold & black outline -Veh 242	39869	03/14/2018	112.00	
100-525220-242 FIRE - REPAIR & MAINT VE	FLOYD'S TOWING, INC	Unit 951 - Service Call	149966	02/23/2018	125.00	
Total 100525220242:					3,316.51	
<b>100525220248</b>						
100-525220-248 FIRE - REPAIR MAINT BLDG	ALSCO	ALSCO - FIRE DEPT CUSTOMER #012470	IMIL1305684	03/14/2018	78.34	
100-525220-248 FIRE - REPAIR MAINT BLDG	AUTUMN SUPPLY	Autumn Supply - cleaning supplies	12149	03/13/2018	384.91	
100-525220-248 FIRE - REPAIR MAINT BLDG	MENARDS	Acct # 32120264 - Fire House Supplies	59215	03/21/2018	5.99	
100-525220-248 FIRE - REPAIR MAINT BLDG	REINEMANS, INC.	10oz cold weld compound	140670	03/08/2018	12.58	
100-525220-248 FIRE - REPAIR MAINT BLDG	REINEMANS, INC.	Supplies	140737	03/09/2018	73.75	
100-525220-248 FIRE - REPAIR MAINT BLDG	REINEMANS, INC.	Supplies	140879	03/12/2018	41.17	
100-525220-248 FIRE - REPAIR MAINT BLDG	REINEMANS, INC.	hardware	141094	03/16/2018	3.60	
100-525220-248 FIRE - REPAIR MAINT BLDG	REINEMANS, INC.	hardware	141306	03/20/2018	.75	
Total 100525220248:					601.09	
<b>100525220293</b>						
100-525220-293 FIRE - FIRE PREVENTION	MENARDS	smoke alarms	59236	03/21/2018	43.32	

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Total 100525220293:					43.32	
<b>100525220310</b>						
100-525220-310	FIRE - OFFICE SUPPLIES	RICHTER'S MARKETPLACE	Richter's Marketplace - City Fire Dept	031918FIRE	03/19/2018	8.97
100-525220-310	FIRE - OFFICE SUPPLIES	STAPLES BUSINESS ADVANTA	STAPLES FIRE DEPT SUPPLIES	8048978521	03/03/2018	162.67
Total 100525220310:					171.64	
<b>100525220389</b>						
100-525220-389	FIRE - PROTECTIVE CLOTH	GEAR WASH, LLC	FIRE DEPT	13885	03/12/2018	1,066.63
Total 100525220389:					1,066.63	
<b>100525231310</b>						
100-525231-310	BLDG INSP - OPERATING S	STAPLES BUSINESS ADVANTA	STAPLES BLDG SUPPLIES	8048978521	03/03/2018	5.08
Total 100525231310:					5.08	
<b>100535321159</b>						
100-535321-159	STREETS - CLOTHING ALL	ALSCO	ALSCO DPW (split) Customer # 074780	IMIL1305692	03/14/2018	34.69
Total 100535321159:					34.69	
<b>100535321242</b>						
100-535321-242	STREETS - REP MAINT VE	MILLER-BRADFORD & RISBER	perform initial 100 hour service -Tractor Loader	W02748	03/05/2018	227.59
Total 100535321242:					227.59	
<b>100535321248</b>						
100-535321-248	STREETS REP & MAINT BL	ALSCO	ALSCO DPW (split) Customer # 074781	IMIL1308009	03/21/2018	12.81
100-535321-248	STREETS REP & MAINT BL	NELSON ELECTRIC SUPPLY	Ele Ballast (split)	S3517731.002	03/08/2018	88.06
Total 100535321248:					100.87	
<b>100535321298</b>						
100-535321-298	STREETS - CONTRACT SER	AUGIE'S EXCAVATING INC	AUGIES EXCAVATING SNOW HAULING	3075	03/16/2018	1,425.00
100-535321-298	STREETS - CONTRACT SER	SHERWIN INDUSTRIES, INC.	Fiber Mix Bulk	SC039926	03/13/2018	1,197.90
100-535321-298	STREETS - CONTRACT SER	DONERITE JANITORIAL SERV I	DONERITE BILLING DPW (split)	3152	03/20/2018	368.00
Total 100535321298:					2,990.90	
<b>100535321310</b>						
100-535321-310	STREETS - OFF SUPP/POS	RICHTER'S MARKETPLACE	Richter's Marketplace - DPW	031618 DPW	03/16/2018	4.37
100-535321-310	STREETS - OFF SUPP/POS	STAPLES BUSINESS ADVANTA	STAPLES STREET OFFICE SUPPLIES	8048978521	03/03/2018	20.73
Total 100535321310:					25.10	
<b>100535321350</b>						
100-535321-350	STREETS - REP MAINT SUP	NELSON ELECTRIC SUPPLY	exterior bldg wall lights (split)	S3517731.001	02/28/2018	28.80
100-535321-350	STREETS - REP MAINT SUP	REINEMANS, INC.	sock adapter & bar & chain (split)	140898	03/13/2018	16.90
100-535321-350	STREETS - REP MAINT SUP	REINEMANS, INC.	tools (split)	140958	03/14/2018	24.44
100-535321-350	STREETS - REP MAINT SUP	REINEMANS, INC.	batteries (split)	141055	03/15/2018	6.29
100-535321-350	STREETS - REP MAINT SUP	REINEMANS, INC.	torch blade (split)	141256	03/20/2018	21.59
100-535321-350	STREETS - REP MAINT SUP	BUMPER TO BUMPER BURLING	blower mtr resistor (split)	1-339234	03/09/2018	23.14
100-535321-350	STREETS - REP MAINT SUP	BUMPER TO BUMPER BURLING	unit 517 - parts	1-339393	03/13/2018	7.72
Total 100535321350:					128.88	

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<b>100545430298</b>						
100-545430-298 ANIMAL SHELTER	WISCONSIN HUMANE SOCIETY	ANIMAL SHELTER CONTRACT FEB.	1066	03/01/2018	720.38	
Total 100545430298:					720.38	
<b>100555551159</b>						
100-555551-159 PARKS - CLOTHING	ALSCO	ALSCO DPW (split) Customer # 074780	IMIL1305692	03/14/2018	34.69	
Total 100555551159:					34.69	
<b>100555551242</b>						
100-555551-242 PARKS - REPAIR MAINT VE	MILLER-BRADFORD & RISBER	perform initial 100 hour service -Tractor Loader	W02748	03/05/2018	227.60	
Total 100555551242:					227.60	
<b>100555551248</b>						
100-555551-248 PARKS - REPAIR MAINT BL	ALSCO	ALSCO DPW (split) Customer # 074781	IMIL1308009	03/21/2018	6.40	
100-555551-248 PARKS - REPAIR MAINT BL	NELSON ELECTRIC SUPPLY	exterior bldg wall lights (split)	S3517731.001	02/28/2018	14.39	
100-555551-248 PARKS - REPAIR MAINT BL	NELSON ELECTRIC SUPPLY	Ele Ballast (split)	S3517731.002	03/08/2018	44.04	
Total 100555551248:					64.83	
<b>100555551298</b>						
100-555551-298 PARKS - OUTSIDE SERVICE	PATS SERVICES, INC	CITY OF BURLINGTON ECHO PARK	A-156050	03/07/2018	90.00	
100-555551-298 PARKS - OUTSIDE SERVICE	PATS SERVICES, INC	PATS SANITARY DOG PARK TOILET RENTAL	A-156064	03/07/2018	80.00	
100-555551-298 PARKS - OUTSIDE SERVICE	PATS SERVICES, INC	PATS SANITARY RENTAL RIVERSIDE PARK	A-156285	03/12/2018	180.00	
100-555551-298 PARKS - OUTSIDE SERVICE	DONERITE JANITORIAL SERV I	DONERITE BILLING DPW (split)	3152	03/20/2018	184.00	
Total 100555551298:					534.00	
<b>100555551350</b>						
100-555551-350 PARKS - REPAIR/MTCE SUP	REINEMANS, INC.	sock adapter & bar & chain (split)	140898	03/13/2018	16.90	
100-555551-350 PARKS - REPAIR/MTCE SUP	REINEMANS, INC.	tools (split)	140958	03/14/2018	24.44	
100-555551-350 PARKS - REPAIR/MTCE SUP	REINEMANS, INC.	poly lawn rake	140968	03/14/2018	11.69	
100-555551-350 PARKS - REPAIR/MTCE SUP	REINEMANS, INC.	batteries (split)	141055	03/15/2018	6.30	
100-555551-350 PARKS - REPAIR/MTCE SUP	REINEMANS, INC.	30" poly lawn rakes	141089	03/16/2018	140.29	
100-555551-350 PARKS - REPAIR/MTCE SUP	REINEMANS, INC.	torch blade (split)	141256	03/20/2018	21.59	
100-555551-350 PARKS - REPAIR/MTCE SUP	BUMPER TO BUMPER BURLING	blower mtr resistor (split)	1-339234	03/09/2018	23.15	
100-555551-350 PARKS - REPAIR/MTCE SUP	BUMPER TO BUMPER BURLING	unit 517 - parts	1-339393	03/13/2018	7.73	
Total 100555551350:					252.09	
<b>251454572000</b>						
251-454572-000 LIBRARY FINES	LAKESHORE LIBRARY SYSTEM	Fines	1919DLLS	03/27/2018	516.09	
Total 251454572000:					516.09	
<b>251555511242</b>						
251-555511-242 REPAIR, MAINTENANCE EQ	DEMCO	2 book truck shelving units	6332644B	03/27/2018	478.65	
251-555511-242 REPAIR, MAINTENANCE EQ	MARTIN GROUP	Yearly Maintenance Fee	1231282	03/27/2018	328.90	
251-555511-242 REPAIR, MAINTENANCE EQ	PETTY CASH LIBRARY	building repair	0318PC5	03/27/2018	34.09	
Total 251555511242:					841.64	
<b>251555511247</b>						
251-555511-247 REPAIR,MAINTENANCE BUI	MENARDS	Library- Building Supplies	58166	03/27/2018	11.23	
251-555511-247 REPAIR,MAINTENANCE BUI	REINEMANS, INC.	Paint	140312	03/27/2018	7.54	

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Total 251555511247:					18.77	
<b>251555511310</b>						
251-555511-310 OFFICE SUPPLIES, POSTA	DEMCO	Tech Services Supplies	6332644	03/27/2018	45.12	
251-555511-310 OFFICE SUPPLIES, POSTA	PETTY CASH LIBRARY	general supplies	0318PC1	03/27/2018	4.18	
251-555511-310 OFFICE SUPPLIES, POSTA	PETTY CASH LIBRARY	postage	0318PC2	03/27/2018	17.15	
251-555511-310 OFFICE SUPPLIES, POSTA	RICHTER'S MARKETPLACE	Richter's Marketplace - Library	022718RM	02/27/2018	47.43	
251-555511-310 OFFICE SUPPLIES, POSTA	ID LABEL, INC	ID LABEL LIBRARY BAR CODES	0110389ID	03/27/2018	225.50	
251-555511-310 OFFICE SUPPLIES, POSTA	AMAZON.COM/GE MONEY	tape	0318AMAZ1	03/27/2018	13.04	
251-555511-310 OFFICE SUPPLIES, POSTA	STAPLES BUSINESS ADVANTA	STAPLES LIBRARY SUPPLIES	3372304265	03/27/2018	58.43	
Total 251555511310:					410.85	
<b>251555511318</b>						
251-555511-318 AUTOMATION	AMAZON.COM/GE MONEY	wireless travel charger	0318AMAZ2	03/27/2018	14.99	
Total 251555511318:					14.99	
<b>251555511319</b>						
251-555511-319 Consortium Costs	LAKESHORE LIBRARY SYSTEM	Consortium Fee	1919LLS	03/27/2018	22,195.39	
Total 251555511319:					22,195.39	
<b>251555511327</b>						
251-555511-327 MATERIALS	BAKER & TAYLOR	Children's Material	2033550016	03/27/2018	1,062.17	
251-555511-327 MATERIALS	BAKER & TAYLOR	Library Materials	2033570514	03/27/2018	2,219.72	
251-555511-327 MATERIALS	BAKER & TAYLOR ENTERTAIN	Children's Material	83153040	03/27/2018	58.25	
251-555511-327 MATERIALS	BAKER & TAYLOR ENTERTAIN	Library Materials	84505100	03/27/2018	55.41	
251-555511-327 MATERIALS	BAKER & TAYLOR CONT. SERV	LIBRARY MATERIALS	5014853217	03/27/2018	20.07	
251-555511-327 MATERIALS	CENTER POINT LARGE PRINT	Large Print Material	1559439	03/27/2018	271.44	
251-555511-327 MATERIALS	LAKESHORE LIBRARY SYSTEM	Reconciliation thru 12/31/17	1919BLLS	03/27/2018	726.58	
251-555511-327 MATERIALS	JUNIOR LIBRARY GUILD	Library Journals	1268	03/27/2018	84.00	
251-555511-327 MATERIALS	JUNIOR LIBRARY GUILD	Graphic Novels	405964	03/27/2018	723.10	
251-555511-327 MATERIALS	JUNIOR LIBRARY GUILD	School Library Journal	406869	03/27/2018	54.00	
251-555511-327 MATERIALS	AMAZON.COM/GE MONEY	Materials	0318AMAZ3	03/27/2018	9.99	
251-555511-327 MATERIALS	MIDWEST TAPE, LLC	children's DVD's	95858798	03/27/2018	346.83	
251-555511-327 MATERIALS	MIDWEST TAPE, LLC	DVD's	95883488	03/27/2018	424.82	
Total 251555511327:					4,603.22	
<b>251555511330</b>						
251-555511-330 INSERVICE TRAINING/TRAV	PETTY CASH LIBRARY	Joe & Tammy Travel	0318PC3	03/27/2018	30.00	
Total 251555511330:					30.00	
<b>251555511345</b>						
251-555511-345 PROGRAMS	LAKESHORE LIBRARY SYSTEM	Movie Licensing Fee	1919CLLS	03/27/2018	323.40	
251-555511-345 PROGRAMS	PETTY CASH LIBRARY	popcorn for programs	0318PC4	03/27/2018	5.29	
251-555511-345 PROGRAMS	AMAZON.COM/GE MONEY	MP3/CD boombox	0318AMAZ4	03/27/2018	40.43	
251-555511-345 PROGRAMS	AMAZON.COM/GE MONEY	movies	0318AMAZ5	03/27/2018	20.98	
Total 251555511345:					390.10	
<b>453565616825</b>						
453-565616-825 2017 Kendall Street Project	KAPUR & ASSOCIATES, INC.	17.0040.01 2017 Burlington Streets (split)	93434	03/19/2018	398.25	
Total 453565616825:					398.25	

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<b>453565616827</b>						
453-565616-827 2017 Water Portion Kendall St	KAPUR & ASSOCIATES, INC.	17.0040.01 2017 Burlington Streets (split)	93434	03/19/2018	150.45	
Total 453565616827:					150.45	
<b>453565616829</b>						
453-565616-829 2017 Sewer Portion Kendall S	KAPUR & ASSOCIATES, INC.	17.0040.01 2017 Burlington Streets (split)	93434	03/19/2018	336.30	
Total 453565616829:					336.30	
<b>453565616830</b>						
453-565616-830 Disaster Exenditure	MENARDS	FLOOD - REPLACEMENT SUPPLIES	58020	03/06/2018	129.76	
453-565616-830 Disaster Exenditure	MENARDS	FLOOD - REPLACEMENT SUPPLIES	58238	03/09/2018	244.31	
453-565616-830 Disaster Exenditure	MENARDS	FLOOD - REPLACEMENT SUPPLIES	59293	03/22/2018	75.17	
453-565616-830 Disaster Exenditure	REINEMANS, INC.	1/4x3/4 step drill	140969	03/14/2018	35.09	
453-565616-830 Disaster Exenditure	REINEMANS, INC.	5pc saws blade set	141352	03/21/2018	9.99	
453-565616-830 Disaster Exenditure	AUTOMATED LOGIC CONTRAC	Project WI-21-17-0044-P	187167	03/01/2018	5,595.00	
Total 453565616830:					6,089.32	
<b>470535321800</b>						
470-535321-800 Other Streets Projects	KAPUR & ASSOCIATES, INC.	18.0109.01 2018 Burlington Streets (split)	93082	02/12/2018	13,079.99	
470-535321-800 Other Streets Projects	KAPUR & ASSOCIATES, INC.	18.0109.01 2018 Burlington Streets (split)	93444	03/19/2018	8,197.17	
470-535321-800 Other Streets Projects	KAPUR & ASSOCIATES, INC.	18.0109.01 2018 Burlington Streets (split)	93452	03/19/2018	64.56	
Total 470535321800:					21,341.72	
<b>621181000</b>						
621-181000 CONSTRUCTION IN PROGRESS	KAPUR & ASSOCIATES, INC.	18.0109.01 2018 Burlington Streets (split)	93082	02/12/2018	8,573.05	
621-181000 CONSTRUCTION IN PROGRESS	KAPUR & ASSOCIATES, INC.	18.0109.01 2018 Burlington Streets (split)	93444	03/19/2018	5,372.70	
621-181000 CONSTRUCTION IN PROGRESS	KAPUR & ASSOCIATES, INC.	18.0109.01 2018 Burlington Streets (split)	93452	03/19/2018	42.32	
Total 621181000:					13,988.07	
<b>621575740159</b>						
621-575740-159 CLOTHING ALLOWANCE	ALSCO	ALSCO WWTP (split) Cust # 012230	IMIL1305694	03/14/2018	83.10	
621-575740-159 CLOTHING ALLOWANCE	ALSCO	ALSCO WWTP (split) Cust # 012230	IMIL1308011	03/21/2018	83.10	
Total 621575740159:					166.20	
<b>621575740241</b>						
621-575740-241 REPAIRS & MAINT IT	DIGICORP	2 wireless access points	322601	02/28/2018	1,169.00	
Total 621575740241:					1,169.00	
<b>621575740244</b>						
621-575740-244 REPAIRS,MAINT EQUIPMEN	ALSCO	ALSCO WWTP (split) Cust # 012230	IMIL1305694	03/14/2018	13.44	
621-575740-244 REPAIRS,MAINT EQUIPMEN	ALSCO	ALSCO WWTP Cust # 012231 (split)	IMIL1305695	03/14/2018	130.61	
621-575740-244 REPAIRS,MAINT EQUIPMEN	ALSCO	ALSCO WWTP (split) Cust # 012230	IMIL1308011	03/21/2018	13.44	
621-575740-244 REPAIRS,MAINT EQUIPMEN	REINEMANS, INC.	Parts: Pump Maint	140855	03/12/2018	39.52	
621-575740-244 REPAIRS,MAINT EQUIPMEN	REINEMANS, INC.	9pc foam brush set	141088	03/16/2018	5.84	
621-575740-244 REPAIRS,MAINT EQUIPMEN	WELDERS SUPPLY COMPANY	WELDERS SUPPLY- WWTP (split)	504162	03/19/2018	5.20	
621-575740-244 REPAIRS,MAINT EQUIPMEN	DONERITE JANITORIAL SERV I	WWTP March Cleaning	3152	03/20/2018	1,080.00	
Total 621575740244:					1,288.05	
<b>621575740249</b>						
621-575740-249 LABORATORY	ALSCO	ALSCO WWTP Cust # 012231 (split)	IMIL1305695	03/14/2018	90.89	
621-575740-249 LABORATORY	CULLIGAN OF BURLINGTON	CULLIGAN WWTP ACCT 500-08487456-8	2018MARWWTP	02/28/2018	42.25	

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621-575740-249 LABORATORY	IDEXX LABORATORIES	Colisure 200T Irradiated & 120ML Vessel	3028460887	03/14/2018	1,308.43	
621-575740-249 LABORATORY	IDEXX LABORATORIES	Coliform/E. Coli	3028460894	03/14/2018	197.92	
621-575740-249 LABORATORY	NCL OF WISCONSIN, INC	recertify glass thermometer	403365	03/06/2018	148.04	
Total 621575740249:					1,787.53	
<b>621575740310</b>						
621-575740-310 OFFICE SUPPLIES, POSTA	STAPLES BUSINESS ADVANTA	STAPLES WWTP OFFICE SUPPLIES	8048978521	03/03/2018	70.47	
Total 621575740310:					70.47	
<b>621575740374</b>						
621-575740-374 SAFETY	MENARDS	Menards Acct 32120265	58828	03/16/2018	23.49	
621-575740-374 SAFETY	WELDERS SUPPLY COMPANY	WELDERS SUPPLY- WWTP (split)	504162	03/19/2018	43.80	
Total 621575740374:					67.29	
<b>622501070000</b>						
622-501070-000 WORK IN PROGRESS	KAPUR & ASSOCIATES, INC.	18.0109.01 2018 Burlington Streets (split)	93082	02/12/2018	5,695.96	
622-501070-000 WORK IN PROGRESS	KAPUR & ASSOCIATES, INC.	18.0109.01 2018 Burlington Streets (split)	93444	03/19/2018	3,569.63	
622-501070-000 WORK IN PROGRESS	KAPUR & ASSOCIATES, INC.	18.0109.01 2018 Burlington Streets (split)	93452	03/19/2018	28.12	
Total 622501070000:					9,293.71	
<b>622506230000</b>						
622-506230-000 SUPPLIES	REINEMANS, INC.	#7: bldg wire	140931	03/13/2018	42.99	
622-506230-000 SUPPLIES	REINEMANS, INC.	electrical supplies	141000	03/14/2018	14.27	
622-506230-000 SUPPLIES	WELDERS SUPPLY COMPANY	1 YEAR PRE-PAID RENTAL	503099	03/14/2018	245.00	
Total 622506230000:					302.26	
<b>622506250000</b>						
622-506250-000 MAINTENANCE-SUPPLIES	MENARDS	Menards Acct 32120265: electrical for #7	58249	03/09/2018	76.64	
622-506250-000 MAINTENANCE-SUPPLIES	REINEMANS, INC.	rental - hammer drill	140751	03/09/2018	30.25	
622-506250-000 MAINTENANCE-SUPPLIES	BURLINGTON GLASS, INC.	Job: 508 Sunset Dr	171653	03/13/2018	350.00	
622-506250-000 MAINTENANCE-SUPPLIES	K&M WELDING AND FABRICATI	#8 window repair	1511	03/15/2018	116.00	
Total 622506250000:					572.89	
<b>622506310000</b>						
622-506310-000 CHEMICALS	HAWKINS, INC	Tonkazorb 3%	4237841	03/01/2018	2,935.72	
622-506310-000 CHEMICALS	HAWKINS, INC	Chlorine & LPC-4	4243407	03/12/2018	843.05	
Total 622506310000:					3,778.77	
<b>622506410000</b>						
622-506410-000 SUPPLIES	MENARDS	Menards Acct 32120265 (split)	58745	03/15/2018	53.97	
Total 622506410000:					53.97	
<b>622506500000</b>						
622-506500-000 RESERVOIRS & SUPPLES	MENARDS	Menards Acct 32120265 (split)	58745	03/15/2018	17.30	
Total 622506500000:					17.30	
<b>622506510000</b>						
622-506510-000 MAINS, WATER BREAKS-SU	WANASEK CORPORATION	Market St. watermain repair	8352	03/09/2018	3,977.66	

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
Total 622506510000:					3,977.66	
<b>622509030000</b>						
622-509030-000 OFFICE SUPPLIES	ALSCO	ALSCO DPW - Water Customer #025570	IMIL1305693	03/14/2018	33.71	
622-509030-000 OFFICE SUPPLIES	ALSCO	ALSCO DPW - Water Customer #025570	IMIL1308010	03/21/2018	33.71	
Total 622509030000:					67.42	
<b>622509210000</b>						
622-509210-000 OFFICE SUPPLY	MINUTEMAN PRESS OF BURLI	business cards	33952	03/13/2018	118.00	
Total 622509210000:					118.00	
<b>622509260000</b>						
622-509260-000 EMPLOYEE REIMBURSEME	MORAINES PARK TECHNICAL C	Tuition	S0065054	03/05/2018	303.70	
Total 622509260000:					303.70	
<b>622509350000</b>						
622-509350-000 GENERAL PLANT-SUPPLIE	ALSCO	ALSCO DPW (split) Customer # 074781	IMIL1308009	03/21/2018	12.81	
622-509350-000 GENERAL PLANT-SUPPLIE	NELSON ELECTRIC SUPPLY	exterior bldg wall lights (split)	S3517731.001	02/28/2018	28.80	
622-509350-000 GENERAL PLANT-SUPPLIE	NELSON ELECTRIC SUPPLY	Ele Ballast (split)	S3517731.002	03/08/2018	88.06	
622-509350-000 GENERAL PLANT-SUPPLIE	DONERITE JANITORIAL SERV I	DONERITE BILLING DPW (split)	3152	03/20/2018	368.00	
Total 622509350000:					497.67	
<b>623575740244</b>						
623-575740-244 SNOW REMOVAL	WANASEK CORPORATION	Airport - Plow Snow	8412	03/20/2018	776.25	
Total 623575740244:					776.25	
<b>623575740246</b>						
623-575740-246 REPAIR MAINT.RUNWAY,TA	HUGHES ELECTRIC, INC	Repairs at Airport	11365	03/25/2018	936.75	
Total 623575740246:					936.75	
<b>623575740298</b>						
623-575740-298 CONTRACT SERVICES	MEISNER, GARY	MEISNER AIRPORT MANAGER APR BILLING	2018APRIL	04/03/2018	309.00	
Total 623575740298:					309.00	
<b>822555514399</b>						
822-555514-399 Miscellaneous Expenses	SCHERRER CONSTRUCTION C	Burlington Senior Center Hand Rail	4471	03/09/2018	3,200.00	
Total 822555514399:					3,200.00	
Grand Totals:					120,912.89	

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

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

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

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

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**DATE:** April 4, 2018

**SUBJECT:** LICENSES & PERMITS

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

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**BACKGROUND/HISTORY:**

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

Applicants are as follows:

Courtney Bolz

Joshua Cook

Kyle Ketterhagen

Molly McAvoy

**BUDGET/FISCAL IMPACT:**

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

**RECOMMENDATION:**

Staff recommends that Council approve the submitted reports.

**TIMING/IMPLEMENTATION:**

This item is scheduled for consideration at the April 4, 2018 Common Council meeting.

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**COMMON COUNCIL REGULAR**

**ITEM NUMBER 13A**

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**DATE:** April 4, 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

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**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 was discussed at the March 20, 2018 Committee of the Whole meeting and is scheduled for final consideration at the April 4, 2018 Common Council meeting.

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**Attachments**

RES 4897(55)

Tri-County Intergovernmental Agreement

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**A RESOLUTION TO APPROVE A CONTRACTUAL ARRANGEMENT THE TRI-COUNTY FIRE AND RESCUE ASSOCIATION, INC. PROPOSES TO ENTER INTO WITH SCHERRER CONSTRUCTION AND WITH AMERICAN FIRE TRAINING SYSTEMS, INC.**

**WHEREAS**, the Tri-County Fire and Rescue Association, Inc. is constructing a fire training facility on property owned by the City of Burlington, as further allowed and described in the Intergovernmental Agreement and Ground Lease that the City is entering into for this project. The approvals being given by the City through this resolution are required by the said Intergovernmental Agreement.

**NOW, THEREFORE, BE IT RESOLVED** pursuant provisions in Section 2.01 and 2.05 of the Intergovernmental Agreement entered into by the City of Burlington and the Tri-County Fire and Rescue Association, Inc. for the construction of the Tri-County training facility, the City of Burlington hereby approves the contractual arrangement that the Tri-County Fire and Rescue Association, Inc. is proposing to enter into with Scherrer Construction for construction management and site preparation services, in the approximate amount of \$10,500, and with American Fire Training Systems, Inc. for the construction of the training facility, in the approximate amount of \$165,000.

**BE IT FURTHER RESOLVED** this grant of approval does not create any financial obligation on the part of the City of Burlington under the said contractual arrangement. The funding for the said contractual arrangement shall solely be the responsibility of the Tri-County Fire and Rescue Association, Inc. and the other fire companies that are parties to the above described Intergovernmental Agreement.

Introduced: April 4, 2018  
Adopted: April 4, 2018

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Jeannie Hefty, Mayor

Attest:

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Diahnn 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 31<sup>st</sup> 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 31<sup>st</sup> 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

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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		Jeannie Hefty
_____ Landlord Full Name	_____ Landlord Representative Signature	_____ Landlord Representative Name and Title
Tri-County Fire & Rescue Training Association, Inc		Alan Babe
_____ Tenant Full Name	_____ Tenant Representative Signature	_____ Tenant Representative Name and Title

# Exhibit A

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## 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 land. 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**

<b><u>INCOME</u></b>	<b>2017 PROJECTED</b>	<b>2017 ACTUAL</b>	<b>2018 PROJECTED</b>	<b>2018 ACTUAL</b>
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	
<b>TOTAL</b>	<b>\$20,000.00</b>	<b>\$23,965.03</b>	<b>\$198,025.00</b>	<b>\$0.00</b>
<b><u>EXPENDITURES</u></b>				
LEGAL FEES		\$2,437.00	\$1,500.00	\$345.00
AMERICAN FIRE TRAINING SYSTEMS			\$166,957.09	
SCHERRER CONTRACTORS			\$10,500.00	\$179.09
PRINTING & COPYING			\$300.00	
OPERATIONAL SUPPLIES (CHECKS & STAMP)		\$199.93	\$200.00	
LOAN REPAYMENT			\$20,000.00	
ACCOUNTING FEES			\$600.00	\$200.00
<b>TOTAL</b>		<b>\$2,636.93</b>	<b>\$200,057.09</b>	<b>\$724.09</b>



## Memo to the City of Burlington

Phone: (262) 767-2747  
Fax: (262) 767-2750

**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.



**KAPUR & ASSOCIATES, INC.**  
 1000 W. WISCONSIN STREET  
 SUITE 200  
 MILWAUKEE, WI 53233  
 PHONE: (414) 332-2100  
 FAX: (414) 332-2100  
 WWW.KAPURANDASSOCIATES.COM

PROJECT:  
**FIRE TRAINING FACILITY**

LOCATION:  
 2200 S. PINE STREET  
 BURLINGTON, WI 53105



TITLE:  
**BID SET**

NO.	DATE	DESCRIPTION
1	10/15/10	ISSUE FOR PERMIT
2	10/15/10	ISSUE FOR BID

NORTH ARROW:



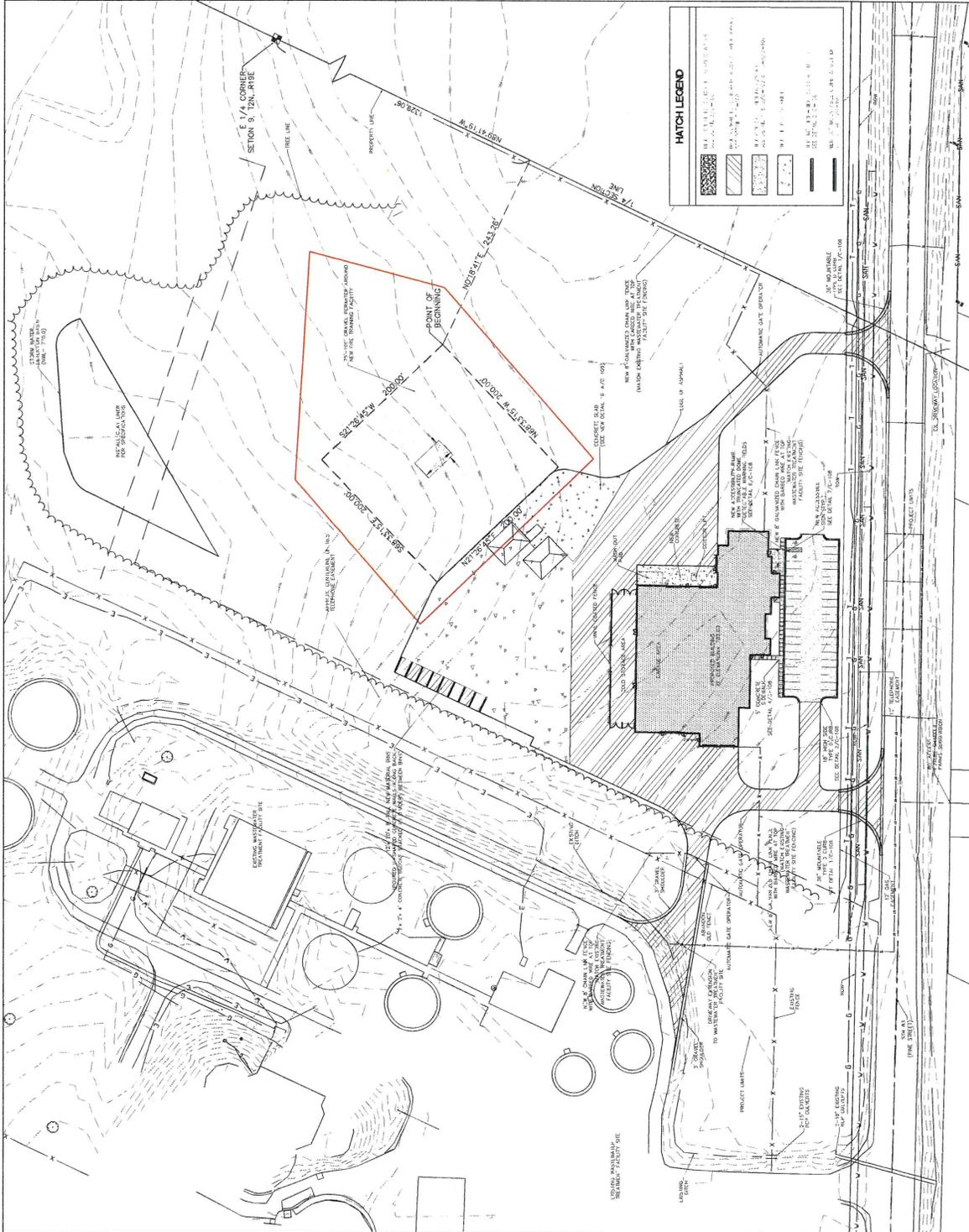
SCALE: 1" = 40'



SHEET:  
**SITE PLAN**

PROJECT NUMBER:	062
PROJECT NAME:	06212
DATE:	10/15/10
DRAWN BY:	SKM
CHECKED BY:	SKM
DATE:	10/15/10

SHEET NUMBER:  
**C-102**

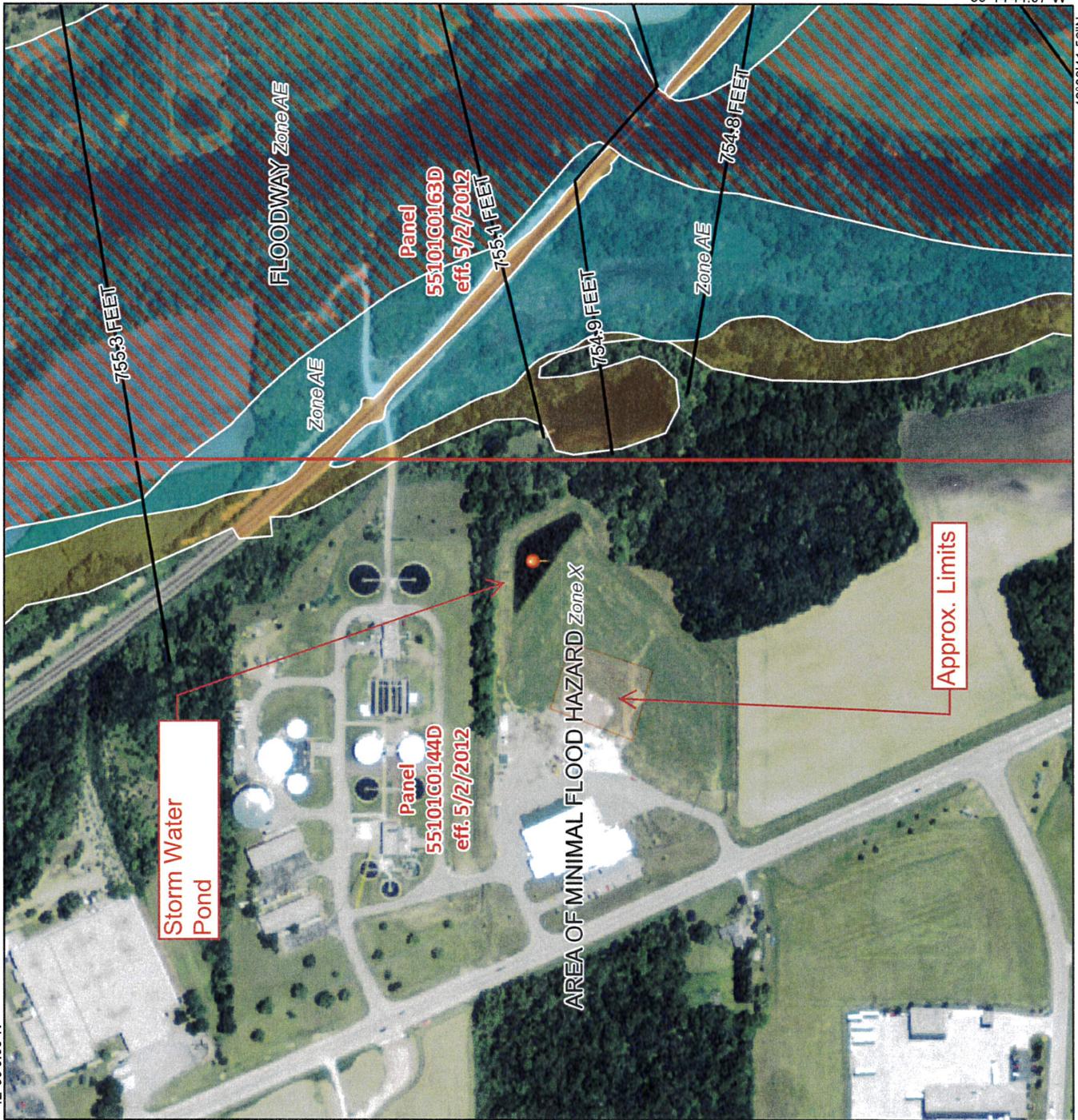


FILENAME: R:\Broom\_04\Burlington\_04\Site Design\Survey\060112\Fire Training Facility.dwg

# National Flood Hazard Layer FIRMette

42°39'9.05"N

88°15'23.04"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.



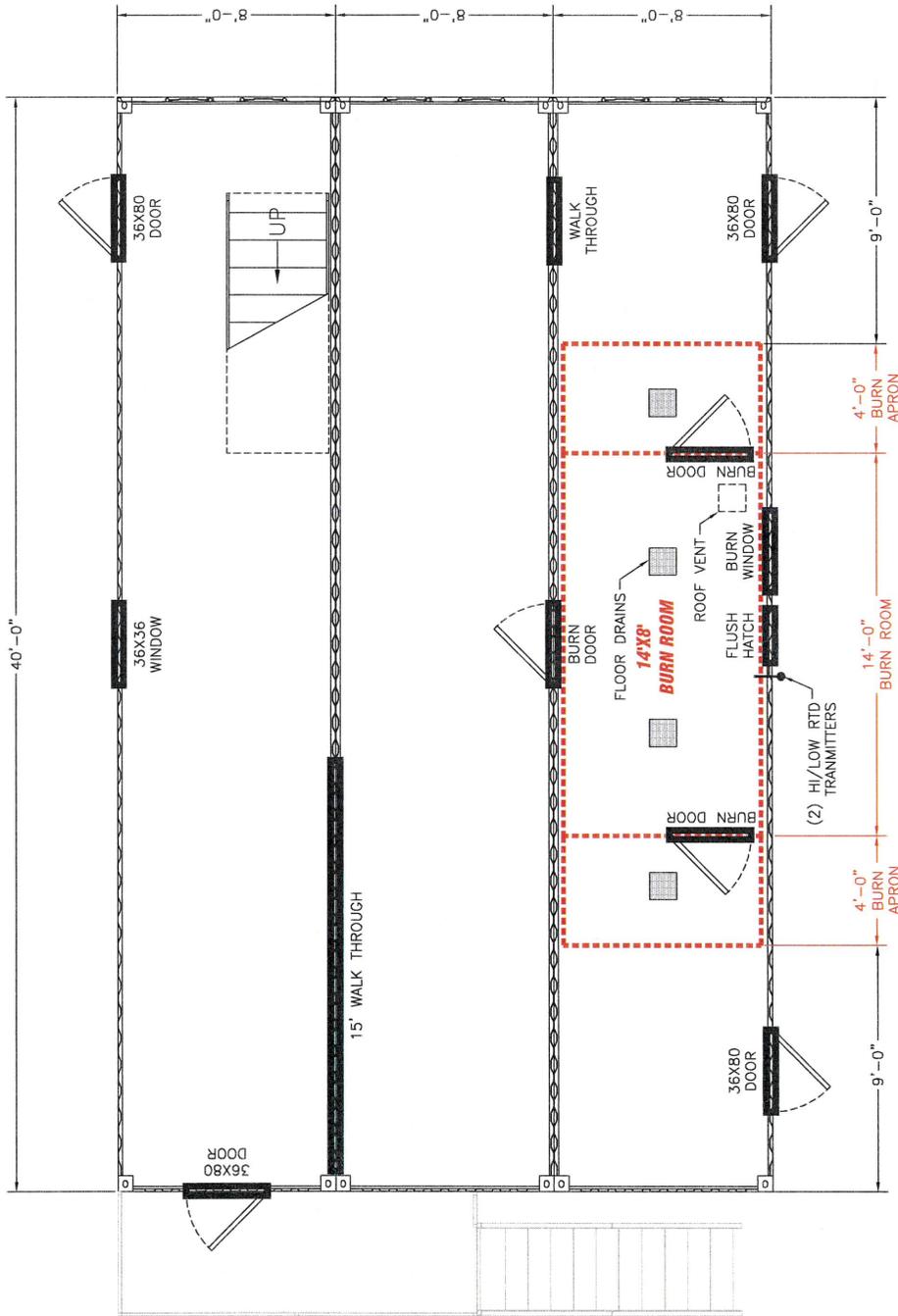
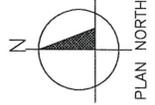

AMERICAN FIRE TRAINING SYSTEMS, INC.  
 12315 SOUTH NEW AVE., POB #39  
 LEMONT, ILLINOIS 60439  
 (630) 257-0112



**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**

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



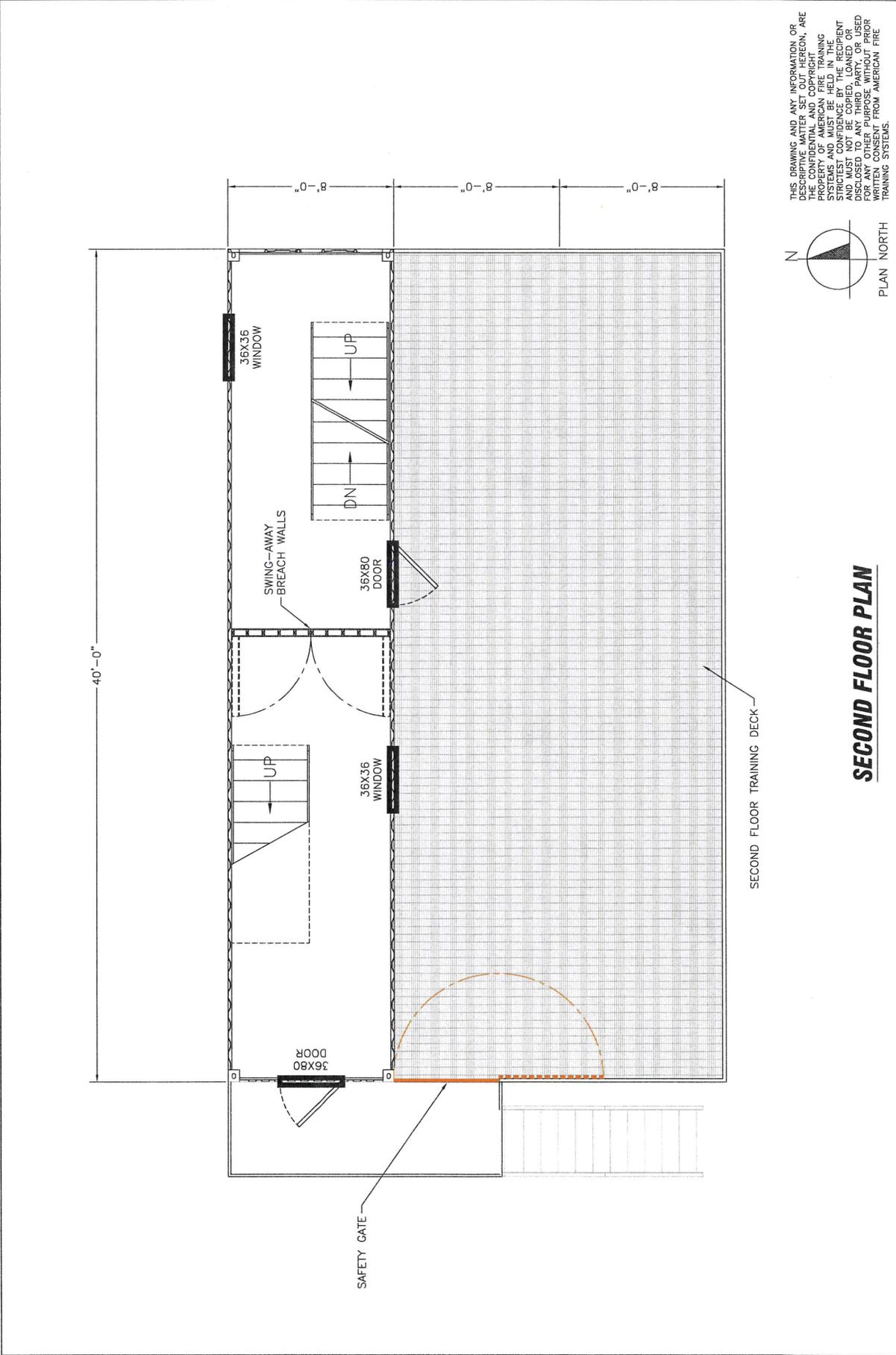
**FIRST FLOOR PLAN**


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

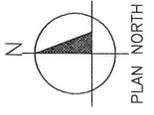


**PROPOSAL FOR FIRE TRAINING FACILITY  
 BURLINGTON F.D. - BURLINGTON, WI.**

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



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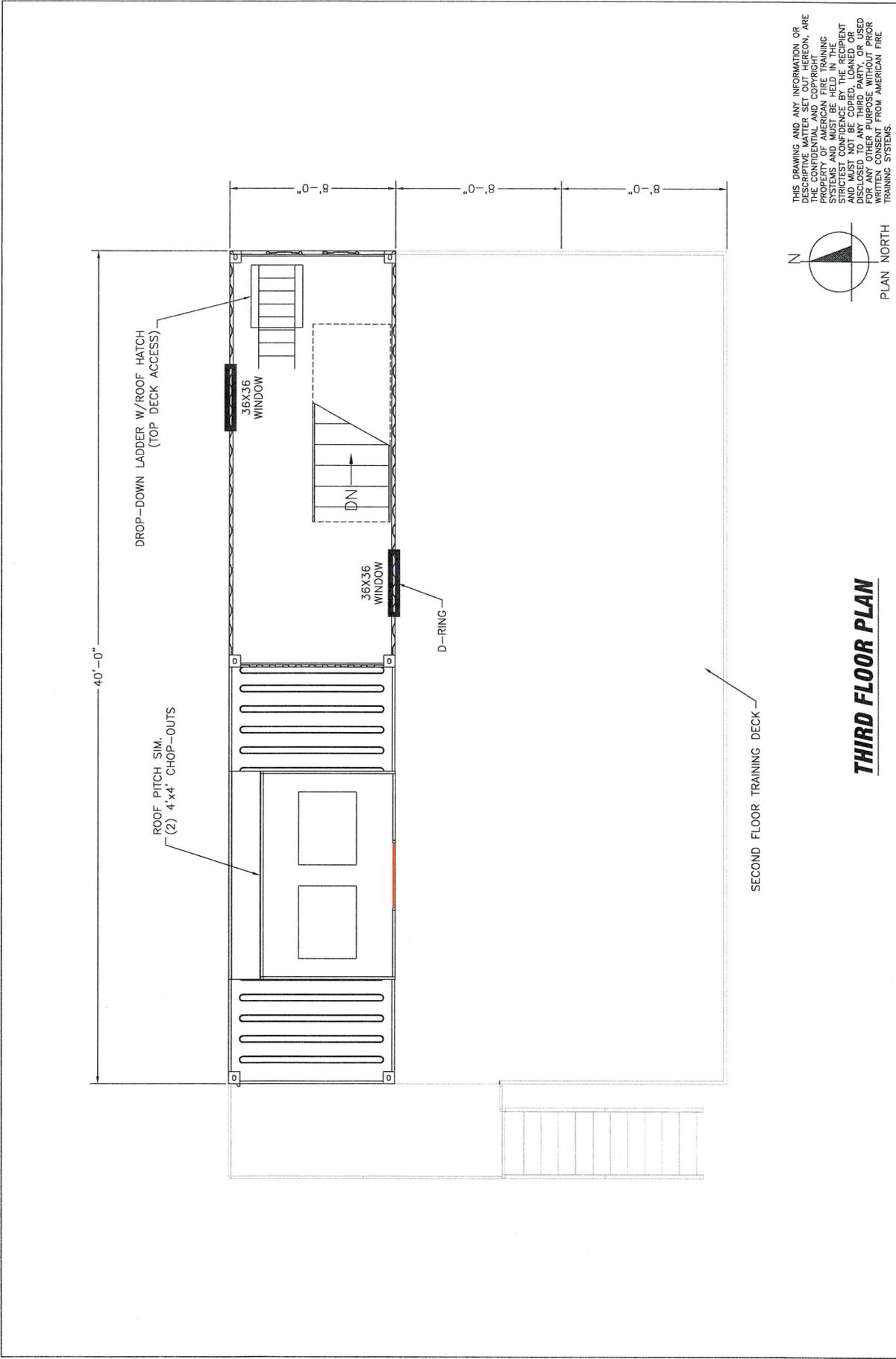
**SECOND FLOOR PLAN**

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

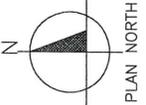


**PROPOSAL FOR FIRE TRAINING FACILITY**  
**BURLINGTON F.D. - BURLINGTON, WI**

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

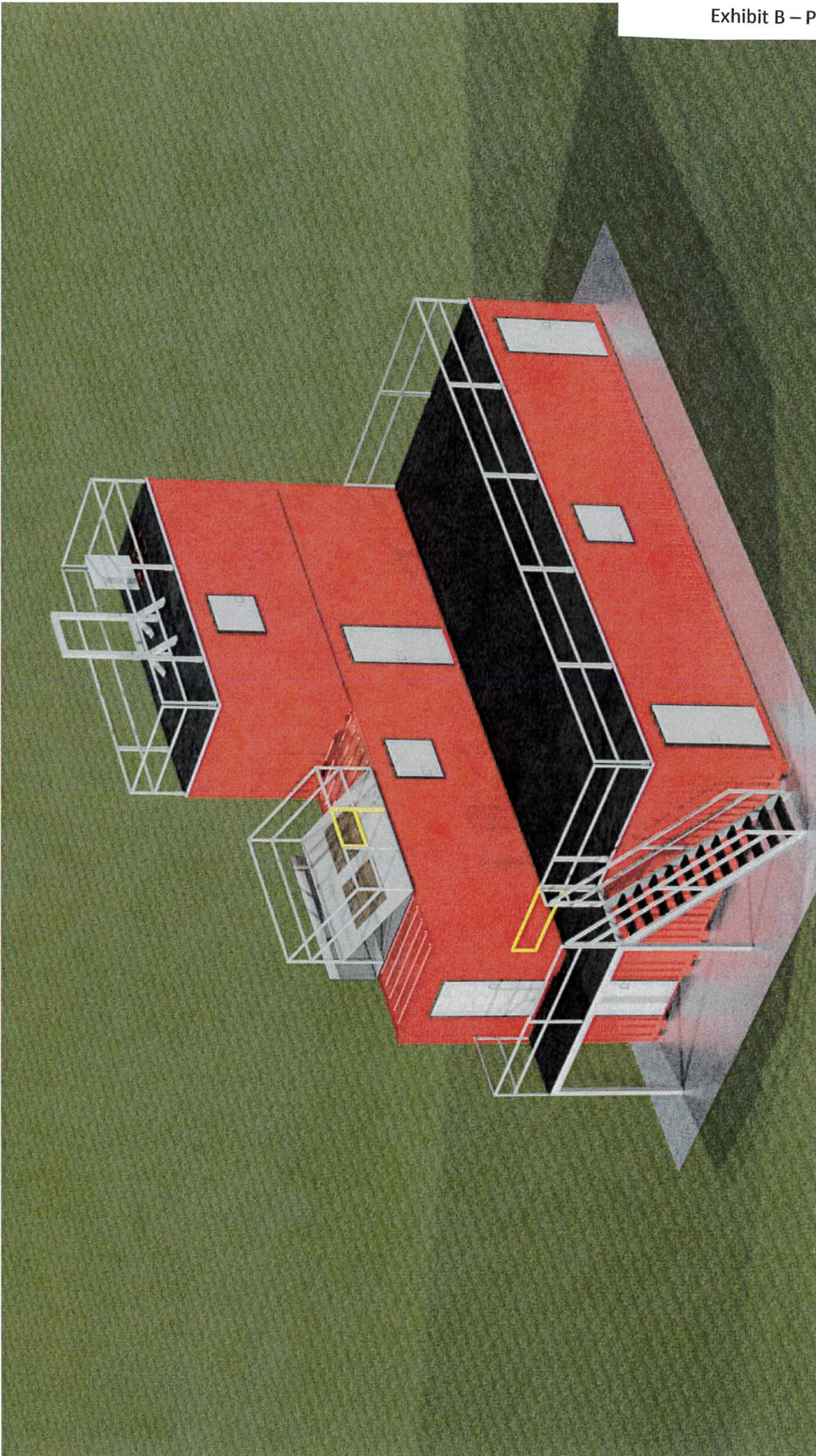


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**THIRD FLOOR PLAN**

SECOND FLOOR TRAINING DECK





**DATE:** April 4, 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 was discussed 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

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**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	<b>All-Ways Contractors, Inc. (Elm Grove, WI)</b>	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:	<b>\$257,975.00</b>	\$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 &amp; RE-BID)

<b>LEWIS STREET WALL</b>				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
<b>SUBTOTAL</b>					<b>\$ 257,975.00</b>		<b>\$ 258,254.90</b>		<b>\$ 276,844.00</b>		<b>\$ 277,832.00</b>		<b>\$ 384,195.50</b>





LEWIS STREET WALL  
BURLINGTON, WI - APRIL 2017



**LEWIS STREET WALL**  
BURLINGTON, WI - APRIL 2017



**DATE:** April 4, 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

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**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 was discussed 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.

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**Attachments**

Res 4894(52) Prelim Res Sidewalks

Preliminary 2018 Sidewalk Program with Estimated Assessments

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**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:

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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	LENGTH	WIDTH	TOTAL	TOTAL	TOTAL	OWNER	
						OF 4" WALK	OF 6" WALK	OF SIDEWALK	SQ. FT. OF 4"	SQ. FT. OF 6"	COST ESTIMATE	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



**COMMON COUNCIL REGULAR**

**ITEM NUMBER 13D**

**DATE:** April 4, 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 was discussed at the March 20, 2018 Committee of the Whole meeting and scheduled for final consideration at the April 4, 2018 Common Council Meeting.

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**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:

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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.

<b>Subtotal</b>	12,449.36
<b>Sales Tax</b>	
<b>Total</b>	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
<b>TOTAL</b>				<b>\$ 12,162.12</b>

**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

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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.

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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.

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## 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: \_\_\_\_\_



**DATE:** April 4, 2018

**SUBJECT:** RESOLUTION 4897(55) - to approve a contractual arrangement in which the Tri-County Fire and Rescue Association, Inc. wishes to enter into with Scherrer Construction and American Fire Training Systems, Inc.

**SUBMITTED BY:** Alan Babe, Fire Chief

---

**BACKGROUND/HISTORY:**

The Tri-County Fire and Rescue Association, Inc. is constructing a fire training facility on the Public Works property at 2200 S. Pine Street, as allowed and described in the Intergovernmental Agreement and Ground Lease that the City is entering into for this project. The approvals being given by the City via this resolution are required by the said Intergovernmental Agreement.

Pursuant provisions in Section 2.01 and 2.05 of the Intergovernmental Agreement for the construction of the Tri-County training facility, the City needs to approve the contractual arrangement that the Tri-County Fire and Rescue Association, Inc. is proposing to enter into with Scherrer Construction for construction management and site preparation services, in the approximate amount of \$10,500, and with American Fire Training Systems, Inc. for the construction of the training facility, in the approximate amount of \$165,000.

**BUDGET/FISCAL IMPACT:**

This grant of approval does not create any financial obligation on the part of the City of Burlington under the said contractual arrangement. The funding for the said contractual arrangement shall solely be the responsibility of the Tri-County Fire and Rescue Association, Inc. and the other fire companies that are parties to the above described Intergovernmental Agreement.

**RECOMMENDATION:**

Staff recommends approval of the contractual arrangement.

**TIMING/IMPLEMENTATION:**

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

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**Attachments**

Resolution

Bids from Scherrer Construction and American Fire Training Systems

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**Resolution No. -----**  
**Introduced by Committee of the Whole**

**A RESOLUTION TO APPROVE A CONTRACTUAL ARRANGEMENT THE TRI-COUNTY FIRE AND RESCUE ASSOCIATION, INC. PROPOSES TO ENTER INTO WITH SCHERRER CONSTRUCTION AND WITH AMERICAN FIRE TRAINING SYSTEMS, INC.**

**WHEREAS**, the Tri-County Fire and Rescue Association, Inc. is constructing a fire training facility on property owned by the City of Burlington, as further allowed and described in the Intergovernmental Agreement and Ground Lease that the City is entering into for this project. The approvals being given by the City through this resolution are required by the said Intergovernmental Agreement.

**NOW, THEREFORE, BE IT RESOLVED** pursuant provisions in Section 2.01 and 2.05 of the Intergovernmental Agreement entered into by the City of Burlington and the Tri-County Fire and Rescue Association, Inc. for the construction of the Tri-County training facility, the City of Burlington hereby approves the contractual arrangement that the Tri-County Fire and Rescue Association, Inc. is proposing to enter into with Scherrer Construction for construction management and site preparation services, in the approximate amount of \$10,500, and with American Fire Training Systems, Inc. for the construction of the training facility, in the approximate amount of \$165,000.

**BE IT FURTHER RESOLVED** this grant of approval does not create any financial obligation on the part of the City of Burlington under the said contractual arrangement. The funding for the said contractual arrangement shall solely be the responsibility of the Tri-County Fire and Rescue Association, Inc. and the other fire companies that are parties to the above described Intergovernmental Agreement.

Introduced: April 4, 2018

Adopted:

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

Attest:

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

**American Fire Training Systems, Inc.**  
**The first name in fire training facilities**  
**15200 New Avenue Lockport, IL 60441**  
**(P) 630-257-3659 (F) 630-257-3669**

**American Fire Training Systems, Inc.**

Name Burlington FD Date 3/13/2018  
Address 165 West Washington St. REVISED 100 miles  
City Burlington , WI CONFIDENTIAL  
Contact: Eric Jones  
262-206-5844

QUAN	ITEM	SIZE	AMOUNT	TOTAL
1	CONTAINER- EA.-	20'new	4950	4950
4	CONTAINER- EA.-	40'new	6500	26000
5	WINDOW -EA W/ LOCKING LATCH	36" X 36"	975	4875
6	DOOR -EA W/ LOCKING LATCH	36" X 80"	1250	7500
1	SWING BREACH WALL 8'		2860	2860
1	EXTERIOR STAIRCASE W/SAFETY GATE		3250	3250
2	INTERIOR WALL OPENINGS- EA	VARIOUS	1250	2500
2	INTERIOR STAIRS galv	9 tread	3250	6500
5	PAINT-EXTERIOR/INTERIOR		2675	13375
3	1/8 " DIA PLATE DECKS		3395	10185
1	Pitched Roof Sim w/ 2-4'x4' chop outs		7800	7800
1	RAPPEL STATION ANCHOR SYSTEM	HI/LOW	2750	2750
14	High temp Stainless Steel lined	per lin ft	2875	40250
	insulated burn room W/ STEEL FLOOR			
	W/ BURN APRONS			
1	Thermal burn windows		Included	
3	Thermal Burn Doors		included	
4	DRAINS		included	
1	Thermal hatches		included	
1	Vent hatch		included	
1	HEAVY DUTY BURN RACK		3250	3250
1	rtd temp monitoring system wireless		2750	2750
1	DROP DOWN LADDER		1250	1250
	Cartage	100		2500
		Total		\$142,545.00
	<u>Set up on your prepared surface</u>			
	YES	X		
	NO			
	Set up charge - NON-PREVAILING WAGE			\$22,465.09
	<b>Grand Total complete</b>			<b>\$165,010.09</b>



P.O. Box 740, 601 Blackhawk Dr.  
Burlington, Wisconsin 53105  
Ph: (262) 767-2700 Fax: (262) 767-2701

## Proposal

November 1, 2017

Fire Training Center  
Burlington WI

Scherrer Construction will perform the following work per our discussions and our understanding of the project as detailed below:

- Strip topsoil (aprox 6") and pile/spread adjacent to the pad site.
- Auger (12) 3'x 5' holes
- Pour with 4,000PSI concrete and rebar as detailed
- Install base plates (provided by others)
- Provide, place, and compact 6" stone base under building "footprint"
- All debris created will be removed from the site

**This work as described above can be performed for the sum of \$10,250.00**

Please feel free to call (262-539-3100) or e-mail with any questions or concerns you might have in regards to the above proposal and thank you for the opportunity to be of service.

Sincerely,

Scherrer Construction Co., Inc.

A handwritten signature in black ink, appearing to read "Joe Ehlen", written over a faint circular stamp.

Joe Ehlen  
Field Operations Manager



**DATE:** April 4, 2018

**SUBJECT:** **RESOLUTION 4898(56)** - to consider approving the award of bid for a generator and the removal of the old generator for the City of Burlington Police Department to Peck & Weis Inc. in the amount of \$65,304.00.

**SUBMITTED BY:** Mark Anderson, Police Chief

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**BACKGROUND/HISTORY:**

The current generator inside the Burlington Police Department's basement was destroyed in the July 2017 flood. Since that time, the department has not had a generator. The generator will be placed outside the police department at ground level and will generate power for the Police Department for 24 hours in the event normal electrical power is lost or compromised.

**BUDGET/FISCAL IMPACT:**

The current generator was scheduled to be replaced as early as 2014 and the \$61,600 for a new generator is in the Equipment Replacement Fund. Peck & Weis Inc. submitted a \$65,304.00 bid for the removal of the old generator and the installation of a Kohler generator (Peck & Weis options #3 and #5). Adams Electric submitted a \$63,690.01 bid for the removal of the old generator and the installation of a Generac generator. Rewald Electric submitted a \$68,900.00 bid for the removal of the old generator and the installation of a Kohler generator.

**RECOMMENDATION:**

Staff recommends the Common Council award the bid for a generator and the removal of the old generator to Peck & Weis. Although it is not the lowest bid, staff believes that the Kohler brand is worth the additional cost.

**TIMING/IMPLEMENTATION:**

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

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**Attachments**

RES 4898(56) Bid Award  
Peck & Weis Bid  
Peck & Weis Generator  
Peck & Weis Generator Accessories  
Peck & Weis Transfer Switch  
Adams Electric Bid  
Adams Electric Generator  
Adams Electric Transfer Switch  
Rewald Electric Bid

---

**Resolution No. 4898(56)**

**Introduced by: Committee of the Whole**

**A RESOLUTION APPROVING THE AWARD OF BID FOR A GENERATOR AND THE  
REMOVAL OF OLD GENERATOR FOR THE CITY OF BURLINGTON POLICE  
DEPARTMENT TO PECK & WEIS INC. FOR THE AMOUNT OF \$65,304.00**

**WHEREAS**, on June 1, 2004 the Common Council did approve Resolution 3812(18), a Resolution Adopting a Purchasing Policy for the City of Burlington; and,

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

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

**WHEREAS**, the City of Burlington Police Department is scheduled to replace its generator with funds included in the 2018 Police Department budget; and,

**WHEREAS**, the Police Department has searched local businesses for a generator meeting the Police Department specifications; and,

**WHEREAS**, the purchase of a Kohler generator installed by Peck & Weis, Inc. for the amount of \$65,304.00 has been recommended by the Chief of Police.

**NOW, THEREFORE, BE IT RESOLVED** by the Common Council of the City of Burlington that purchase of the aforementioned vehicles is hereby approved for the amount of \$65,304.00.

Introduced: April 4, 2018

Adopted: April 4, 2018

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

Attest:

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

# PROPOSAL



**Peck & Weis Inc.**  
2506 CREST DR  
LAKE GENEVA WI 53147  
Main (262) 248-6836  
Fax (262) 248-1490  
www.peckandweis.com

**ELECTRICAL  
CONTRACTOR**

PROPOSAL SUBMITTED TO **BURLINGTON POLICE DEPT**

STREET **224 E JEFFERSON ST**

CITY, STATE, AND ZIP CODE **BURLINGTON, WI 53105**

DATE OF PLANS

PHONE **2623421100**

DATE **3/22/2018 11:44:09 AM**

JOB NAME **KOHLER GENERATOR**

JOB LOCATION **224 E JEFFERSON ST**

QUOTE # **6532**

**We hereby submit specifications and estimates for:**

1-KOHLER 100KW DIESEL GENERATOR SET LOCATED AT THE NORTH EAST SIDE OF THE BUILDING AS DISCUSSED AT WALK-THROUGH.  
1-KOHLER 400 AMP TRANSFER SWITCH LOCATED IN APPROXIMATELY SAME LOCATION AS EXISTING.  
1-NEW REMOTE ANNUNCIATOR LOCATED IN PLACE OF EXISTING IN OFFICE.

**-STATE OF WISCONSIN FUEL TANK AND REGISTRATION IS INCLUDED IN THIS PRICE. (APPROXIMATELY \$2000.00)**

-ALL OPTIONS BELOW INCLUDE START-UP, LOAD TESTING, 1 TANK OF FUEL AND TRAINING FOR PERSONNEL.

**OPTION #1**

GENERATOR PLACED ABOVE RETAINING WALL ON FOOTINGS AND CONCRETE PAD. 24 HOUR FUEL TANK.  
\$68,404.00

**OPTION #2**

GENERATOR PLACED ABOVE RETAINING WALL ON FOOTINGS AND CONCRETE PAD. 48 HOUR FUEL TANK.  
\$71,084.00

**OPTION #3**

GENERATOR PLACED IN SAME LOCATION WITH GRADE AND CONCRETE PAD LOWERED TO SIDEWALK ELEVATION. 24 HOUR TANK.  
LANDSCAPE REPAIR/ALTERATIONS BY OTHERS.  
\$62,904.00

**OPTION #4**

GENERATOR PLACED IN SAME LOCATION WITH GRADE AND CONCRETE PAD LOWERED TO SIDEWALK ELEVATION. 48 HOUR TANK.  
LANDSCAPE REPAIR/ALTERATIONS BY OTHERS.  
\$65,584.00

**OPTION #5**

REMOVAL OF EXISTING GENSET FROM BASEMENT AND DISPOSED OF.  
\$2400.00

# PROPOSAL



Peck & Weis Inc.  
2506 CREST DR  
LAKE GENEVA WI 53147  
Main (262) 248-6836  
Fax (262) 248-1490  
www.peckandweis.com

**ELECTRICAL  
CONTRACTOR**

PROPOSAL SUBMITTED TO **BURLINGTON POLICE DEPT**

PHONE **2623421100**

DATE **3/22/2018 11:44:09 AM**

STREET **224 E JEFFERSON ST**

JOB NAME **KOHLER GENERATOR**

CITY, STATE, AND ZIP CODE **BURLINGTON, WI 53105**

JOB LOCATION **224 E JEFFERSON ST**

DATE OF PLANS

QUOTE # **6532**

We hereby submit specifications and estimates for:

- This Price is based on specifications supplied and what is required by code.
- Additional openings/features may be desired and can be added at the walk-through at an additional charge.
- One year parts and labor warranty. Manufactures limited warranties on fixtures supplied by Peck & Weis. Peck & Weis does not warranty equipment not supplied by them.

**We propose** hereby to furnish material and labor -- complete in accordance with the above specifications, for the sum of:  
(Plus options/extras after the written proposed cost)

Zero and no/100 ( **\$0.00** ).

Payments to be made as follows: **PRICE PER OPTION SELECTED**

3% Convenience fee will be charged on credit card payments.

All material is guaranteed to be as 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 carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature  **Alex Miles**

**Note:** This proposal may be withdrawn by us if not accepted within 30 days.

"As required by the Wisconsin construction lien law, builder hereby notifies owner that persons or companies furnishing labor or materials for the construction on owner's land may have lien rights on owner's land and buildings if not paid. Those entitled to lien rights, in addition to the undersigned builder, are those who contract directly with the owner or those who give the owner notice within 60 days after they first furnish labor or materials for the construction, and should give a copy of each notice received to the mortgage lender, if any. Builder agrees to cooperate with the owner and the owner's lender, if any, to see that all potential lien claimants are duly paid."

**Acceptance of Proposal** -- The above 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 of Acceptance \_\_\_\_\_

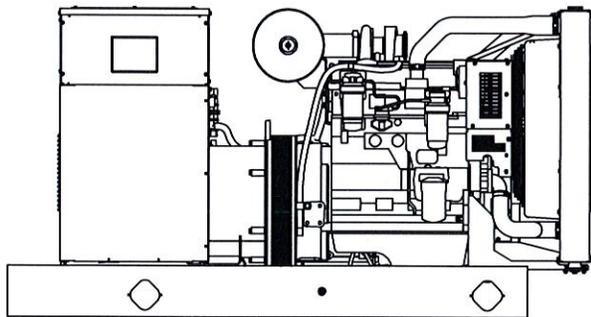
Signature \_\_\_\_\_



**Tier 3 EPA-Certified for Stationary Emergency Applications**

**Ratings Range**

		<b>60 Hz</b>
<b>Standby:</b>	<b>kW</b>	77-102
	<b>kVA</b>	77-128
<b>Prime:</b>	<b>kW</b>	71-92
	<b>kVA</b>	71-115



**Standard Features**

- Kohler Co. provides one-source responsibility for the generating system and accessories.
- The generator set and its components are prototype-tested, factory-built, and production-tested.
- The 60 Hz generator set offers a UL 2200 listing.
- The generator set accepts rated load in one step.
- The 60 Hz generator set meets NFPA 110, Level 1, when equipped with the necessary accessories and installed per NFPA standards.
- A one-year limited warranty covers all generator set systems and components. Two- and five-year extended limited warranties are also available.
- Alternator features:
  - The unique Fast-Response® X excitation system delivers excellent voltage response and short-circuit capability using a rare-earth, permanent magnet (PM)-excited alternator.
  - The brushless, rotating-field alternator has broadrange reconnectability.
- Other features:
  - Kohler designed controllers for guaranteed system integration and remote communication. See Controllers on page 3.
  - The low coolant level shutdown prevents overheating (standard on radiator models only).
  - Integral vibration isolation eliminates the need for under-unit vibration spring isolators.
  - Multiple circuit breaker configurations.

**Generator Set Ratings**

Alternator	Voltage	Ph	Hz	130°C Rise Standby Rating		105°C Rise Prime Rating	
				kW/kVA	Amps	kW/kVA	Amps
4R9X	120/208	3	60	100/125	347	90/113	312
	127/220	3	60	100/125	328	90/113	295
	120/240	3	60	100/125	301	90/113	271
	120/240	1	60	77/77	321	71/71	296
	139/240	3	60	100/125	301	90/113	271
	220/380	3	60	100/125	190	90/113	171
	277/480	3	60	100/125	150	90/113	135
	347/600	3	60	100/125	120	90/113	108
4R12X	120/208	3	60	102/128	354	92/115	319
	127/220	3	60	102/128	335	92/115	302
	120/240	3	60	102/128	307	92/115	277
	120/240	1	60	91/91	379	84/84	350
	139/240	3	60	102/128	307	92/115	277
	220/380	3	60	102/128	194	92/115	175
	277/480	3	60	102/128	153	92/115	138
347/600	3	60	102/128	123	92/115	111	
4T12X	120/240	1	60	100/100	417	90/90	375

RATINGS: All three-phase units are rated at 0.8 power factor. All single-phase units are rated at 1.0 power factor. Standby Ratings: The standby rating is applicable to varying loads for the duration of a power outage. There is no overload capability for this rating. Prime Power Ratings: At varying load, the number of generator set operating hours is unlimited. A 10% overload capacity is available for one hour in twelve. Ratings are in accordance with ISO-8528-1 and ISO-3046-1. For limited running time and continuous ratings, consult the factory. Obtain technical information bulletin (TIB-101) for ratings guidelines, complete ratings definitions, and site condition derates. The generator set manufacturer reserves the right to change the design or specifications without notice and without any obligation or liability whatsoever.

# Alternator Specifications

Specifications	Alternator
Manufacturer	Kohler
Type	4-Pole, Rotating-Field
Exciter type	Brushless, Rare-Earth, Permanent-Magnet
Leads: quantity, type	
4RX	12, Reconnectable
4TX	4, 120/240
Voltage regulator	Solid State, Volts/Hz
Insulation:	NEMA MG1
Material	Class H
Temperature rise	130°C, Standby
Bearing: quantity, type	1, Sealed
Coupling	Flexible Disc
Amortisseur windings	Full
Voltage regulation, no-load to full-load	Controller Dependent
One-step load acceptance	100% of Rating
Unbalanced load capability	100% of Rated Standby Current

- NEMA MG1, IEEE, and ANSI standards compliance for temperature rise and motor starting.
- Sustained short-circuit current of up to 300% of the rated current for up to 10 seconds.
- Sustained short-circuit current enabling downstream circuit breakers to trip without collapsing the alternator field.
- Self-ventilated and dripproof construction.
- Windings are vacuum-impregnated with epoxy varnish for dependability and long life.
- Superior voltage waveform from a two-thirds pitch stator and skewed rotor.

Specifications	Alternator
Peak motor starting kVA:	(35% dip for voltages below)
480 V 4R9X (12 lead)	385
480 V 4R12X (12 lead)	448
240 V 4T12X (4 lead)	275

## Application Data

### Engine

Engine Specifications	
Manufacturer	John Deere
Engine model	4045HF285I
Engine type	4-Cycle, Turbocharged, Charge Air-Cooled
Cylinder arrangement	4 Inline
Displacement, L (cu. in.)	4.5 (276)
Bore and stroke, mm (in.)	106 x 127 (4.19 x 5.00)
Compression ratio	19:1
Piston speed, m/min. (ft./min.)	457 (1500)
Main bearings: quantity, type	5, Replaceable Insert
Rated rpm	1800
Max. power at rated rpm, kWm (BHP)	118 (158)
Cylinder head material	Cast Iron
Crankshaft material	Forged Steel
Valve material:	
Intake	Chromium-Silicon Steel
Exhaust	Stainless Steel
Governor: type, make/model	JDEC Electronic L16 Denso HP3
Frequency regulation, no-load to full-load	Isochronous
Frequency regulation, steady state	±0.25%
Frequency	Fixed
Air cleaner type, all models	Dry

### Engine Electrical

Engine Electrical System	
Battery charging alternator:	12 Volt
Ground (negative/positive)	Negative
Volts (DC)	12
Ampere rating	65
Starter motor rated voltage (DC)	12
Battery, recommended cold cranking amps (CCA):	
Quantity, CCA rating each	One, 640
Battery voltage (DC)	12

### Fuel

Fuel System	
Fuel supply line, min. ID, mm (in.)	11.0 (0.44)
Fuel return line, min. ID, mm (in.)	6.0 (0.25)
Max. lift, fuel pump: type, m (ft.)	Engine-Driven, 1.8 (6.0)
Max. fuel flow, Lph (gph)	74.6 (19.7)
Max. return line restriction, kPa (in. Hg)	20 (5.9)
Fuel prime pump	Manual
Fuel filter	
Primary	30 Microns
Secondary	2 Microns @ 98% Efficiency
Water Separator	Yes
Recommended fuel	#2 Diesel

### Exhaust

Exhaust System	
Exhaust manifold type	Dry
Exhaust flow at rated kW, m <sup>3</sup> /min. (cfm)	22.8 (805)
Exhaust temperature at rated kW, dry exhaust, °C (°F)	580 (1076)
Maximum allowable back pressure, kPa (in. Hg)	7.5 (2.2)
Exhaust outlet size at engine hookup, mm (in.)	98 (3.86)

### Lubrication

Lubricating System	
Type	Full Pressure
Oil pan capacity, L (qt.)	14.7 (15.5)
Oil pan capacity with filter, L (qt.)	15.6 (16.5)
Oil filter: quantity, type	1, Cartridge
Oil cooler	Water-Cooled

# Application Data

## Cooling

### Radiator System

Ambient temperature, °C (°F) *	50 (122)
Engine jacket water capacity, L (gal.)	8.5 (2.25)
Radiator system capacity, including engine, L (gal.)	20.1 (5.3)
Engine jacket water flow, Lpm (gpm)	182 (48)
Heat rejected to cooling water at rated kW, dry exhaust, kW (Btu/min.)	62 (3544)
Heat rejected to air charge cooler at rated kW, dry exhaust, kW (Btu/min.)	20 (1127)
Water pump type	Centrifugal
Fan diameter, including blades, mm (in.)	600 (23.6)
Fan, kWm (HP)	6.6 (8.8)
Max. restriction of cooling air, intake and discharge side of radiator, kPa (in. H <sub>2</sub> O)	0.125 (0.5)

\* Enclosure with enclosed silencer reduces ambient temperature capability by 5°C (9°F).  
 Snow package enclosure with enclosed silencer reduces ambient temperature capability by 10°C (18°F).

## Operation Requirements

### Air Requirements

Radiator-cooled cooling air, m <sup>3</sup> /min. (scfm) ‡	142 (5000)
Combustion air, m <sup>3</sup> /min. (cfm)	8.2 (288)
Heat rejected to ambient air:	
Engine, kW (Btu/min.)	25.0 (1420)
Alternator, kW (Btu/min.)	11.6 (660)

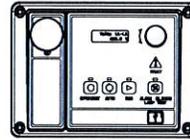
‡ Air density = 1.20 kg/m<sup>3</sup> (0.075 lbf/ft<sup>3</sup>)

### Fuel Consumption

Diesel, Lph (gph) at % load	Standby Rating	
100%	31.0	(8.2)
75%	25.0	(6.6)
50%	17.8	(4.7)
25%	9.5	(2.5)

Diesel, Lph (gph) at % load	Prime Rating	
100%	27.6	(7.3)
75%	22.7	(6.0)
50%	14.4	(3.8)
25%	7.6	(2.0)

## Controllers

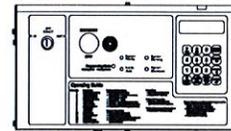


### Decision-Maker® 3000 Controller

Provides advanced control, system monitoring, and system diagnostics for optimum performance and compatibility.

- Digital display and menu control provide easy local data access
- Measurements are selectable in metric or English units
- Remote communication thru a PC via network or serial configuration
- Controller supports Modbus® protocol
- Integrated hybrid voltage regulator with ±0.5% regulation
- Built-in alternator thermal overload protection
- NFPA 110 Level 1 capability

Refer to G6-100 for additional controller features and accessories.

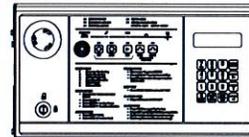


### Decision-Maker® 550 Controller

Provides advanced control, system monitoring, and system diagnostics with remote monitoring capabilities.

- Digital display and keypad provide easy local data access
- Measurements are selectable in metric or English units
- Remote communication thru a PC via network or modem configuration
- Controller supports Modbus® protocol
- Integrated voltage regulator with ±0.25% regulation
- Built-in alternator thermal overload protection
- NFPA 110 Level 1 capability

Refer to G6-46 for additional controller features and accessories.



### Decision-Maker® 6000 Paralleling Controller

Provides advanced control, system monitoring, and system diagnostics with remote monitoring capabilities for paralleling multiple generator sets.

- Paralleling capability with first-on logic, synchronizer, kW and kVAR load sharing, and protective relays
- Digital display and keypad provide easy local data access
- Measurements are selectable in metric or English units
- Remote communication thru a PC via network or modem configuration
- Controller supports Modbus® protocol
- Integrated voltage regulator with ±0.25% regulation
- Built-in alternator thermal overload protection
- NFPA 110 Level 1 capability

Refer to G6-107 for additional controller features and accessories.

Modbus® is a registered trademark of Schneider Electric.

## Standard Features

- Alternator Protection
- Battery Rack and Cables
- Customer Connection  
(standard with Decision-Maker® 6000 controller only)
- Local Emergency Stop Switch
- Oil Drain Extension
- Operation and Installation Literature

## Available Options

### Approvals and Listings

- California OSHPD Approval
- CSA Approval
- IBC Seismic Certification
- UL 2200 Listing

### Enclosed Unit

- Snow Enclosure (sound enclosure with enclosed critical silencer, intake hood, and electrical package)
- Sound Enclosure (with enclosed critical silencer)
- Weather Enclosure (with enclosed critical silencer)

### Open Unit

- Exhaust Silencer, Critical (kit: PA-354809)
- Flexible Exhaust Connector, Stainless Steel

### Fuel System

- Flexible Fuel Lines
- Fuel Pressure Gauge
- Subbase Fuel Tanks

### Controller

- Common Failure Relay
- Communication Products and PC Software
- Customer Connection (Decision-Maker® 550 controller only)
- Decision-Maker® Paralleling System (DPS)  
(Decision-Maker® 6000 controller only)
- Dry Contact (isolated alarm)  
(Decision-Maker® 550 and 6000 controllers only)
- Input/Output Module (Decision-Maker® 3000 controller only)
- Remote Emergency Stop Switch
- Remote Serial Annunciator Panel
- Run Relay

### Cooling System

- Block Heater, 1500 W, 90–120 V, 1 Ph  
Recommended for ambient temperatures below 0°C (32°F)
- Radiator Duct Flange

### Electrical System

- Alternator Strip Heater
- Battery
- Battery Charger, Equalize/Float Type
- Battery Heater
- Line Circuit Breaker (NEMA type 1 enclosure)
- Line Circuit Breaker with Shunt Trip (NEMA type 1 enclosure)

### Paralleling System

- Manual Speed Adjust

### Miscellaneous

- Air Cleaner, Heavy Duty
- Air Cleaner Restriction Indicator
- Certified Test Report
- Crankcase Emissions Canister
- Engine Fluids Added
- Rated Power Factor Testing
- Rodent Guards

### Literature

- General Maintenance
- NFPA 110
- Overhaul
- Production

### Warranty

- 2-Year Basic Limited
- 5-Year Basic Limited
- 5-Year Comprehensive Limited

### Other Options

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

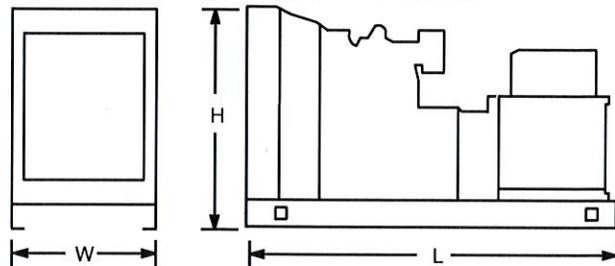
## Dimensions and Weights

Overall Size, L x W x H, mm (in.):

Wide Skid: See Enclosure ADV Drawing

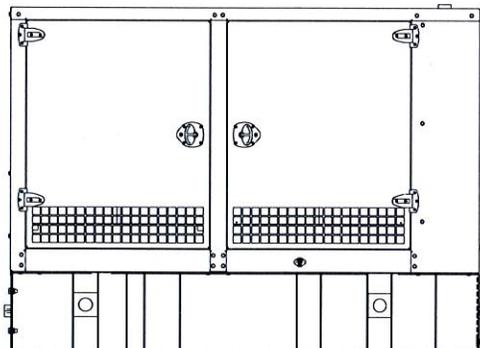
Narrow Skid: 2334 x 864 x 1216 (91.89 x 34.02 x 47.90)

Weight (radiator model), wet, kg (lb.): 1234 (2720)

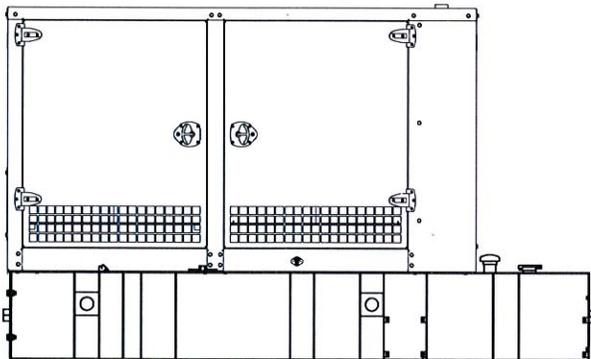


NOTE: This drawing is provided for reference only and should not be used for planning installation. Contact your local distributor for more detailed information.

### DISTRIBUTED BY:



**Enclosure with Standard Subbase Fuel Tank**



**Enclosure with State Code Subbase Fuel Tank**

### Available Approvals and Listings

- UL 2200 Listing
- CSA Certified
- IBC Seismic Certification \*
- California OSHPD Approval \*
- cUL Listing (fuel tanks only)

**NOTE:** Some models may have limited third-party approvals; see your local distributor for details.

\* Requires a state code subbase fuel tank selection.

### Applicable to the following:

**40REOZJC**  
**50/60REOZJD**  
**80/100/150/200REOZJF**  
**125/180REOZJG**  
**230-275REOZJE**  
**300REOZJ**

### Weather Enclosure Standard Features

- Internal-mounted silencer and flexible exhaust connector.
- Lift base or tank-mounted, steel construction with hinged doors.
- Fade-, scratch-, and corrosion-resistant Kohler® Power Armor™ automotive-grade textured finish.
- Enclosure has four access doors which allow for easy maintenance.
- Lockable, flush-mounted door latches.
- Vertical air inlet and outlet discharge to redirect air and reduce noise.
- Weather enclosure has a 241 kph (150 mph) wind load rating.

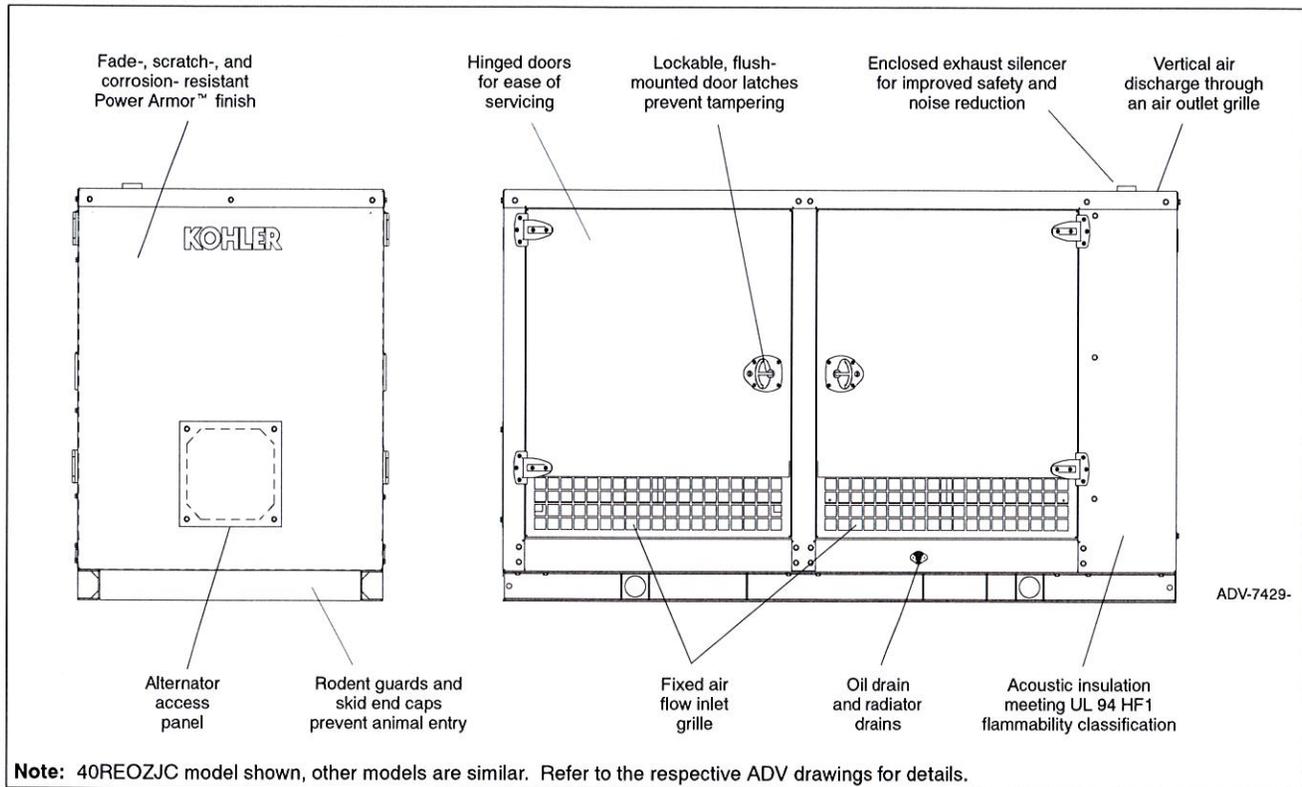
### Sound Enclosure Standard Features

- Includes all of the weather enclosure features with the addition of acoustic insulation material.
- Lift base or tank-mounted, steel or aluminum construction with hinged doors. Aluminum enclosures are recommended for high humidity and/or high salt/coastal regions.
- Acoustic insulation that meets UL 94 HF1 flammability classification and repels moisture absorption.
- Sound-attenuated enclosure that uses up to 51 mm (2 in.) of acoustic insulation.
- Steel sound enclosure has a 241 kph (150 mph) wind load rating.
- Aluminum sound enclosure has a 291 kph (181 mph) wind load rating.

### Subbase Fuel Tank Features

- The fuel tank has a Power Armor Plus™ textured epoxy-based rubberized coating.
- The above-ground rectangular secondary containment tank mounts directly to the generator set, below the generator set skid (subbase).
- Both the inner and outer tanks have emergency relief vents.
- Flexible fuel lines are provided with subbase fuel tank selection.
- The secondary containment generator set base tank meets UL 142 tank requirements. The inner (primary) tank is sealed inside the outer (secondary) tank. The outer tank contains the fuel if the inner tank leaks or ruptures.
- State tanks with varying capacities are an available option. Florida Dept. of Environmental Protection (FDEP) File No. EQ-634 approved.

## Weather and Sound Enclosure



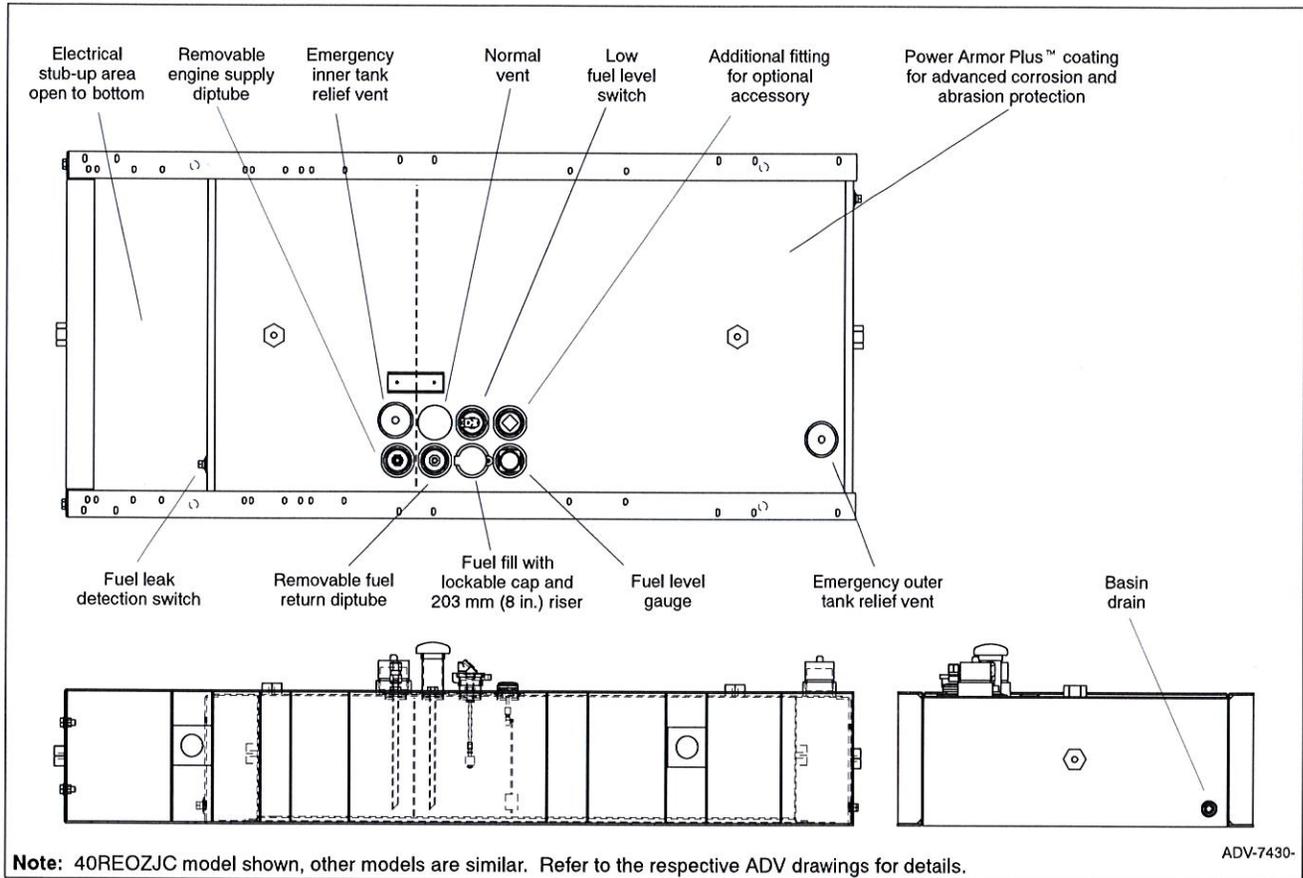
### Enclosure Features

- Available in steel (14 gauge) formed panel, solid construction. Preassembled package offering corrosion resistant, dent resilient structure mounting directly to lift base or fuel tank.
  - Power Armor™ automotive-grade finish resulting in advanced corrosion and abrasion protection as well as enhanced edge coverage and color retention.
  - Internal exhaust silencer offering maximum component life and operator safety.
  - Interchangeable modular panel construction. Allows complete serviceability or replacement without compromising enclosure design.
  - Cooling/combustion air intake with a horizontal air inlet. Sized for maximum cooling airflow.
  - Service access. Multi-personnel doors for easy access to generator set control and servicing of the fuel fill, fuel gauge, oil fill, and battery.
  - Cooling air discharge. Weather protective design featuring a vertical air discharge outlet grille. Redirects cooling air up and above enclosure to reduce ambient noise.
- NOTE:** Installing an additional length of exhaust tail pipe may increase backpressure levels. Please refer to the generator set spec sheet for the maximum backpressure value.

### Additional Sound Enclosure Features

- Available in steel (14 gauge) or aluminum 3.2 mm (0.125 in.) formed panel, solid construction.
- Sound-attenuated design. Acoustic insulation UL 94 HF1 listed for flame resistance offering up to 51 mm (2 in.) mechanically restrained acoustic insulation.
- Cooling air discharge. The sound enclosures include acoustic insulation with urethane film.
- Snow package enclosure is designed to meet NFPA 110 requirement to -20°C (-4°F).

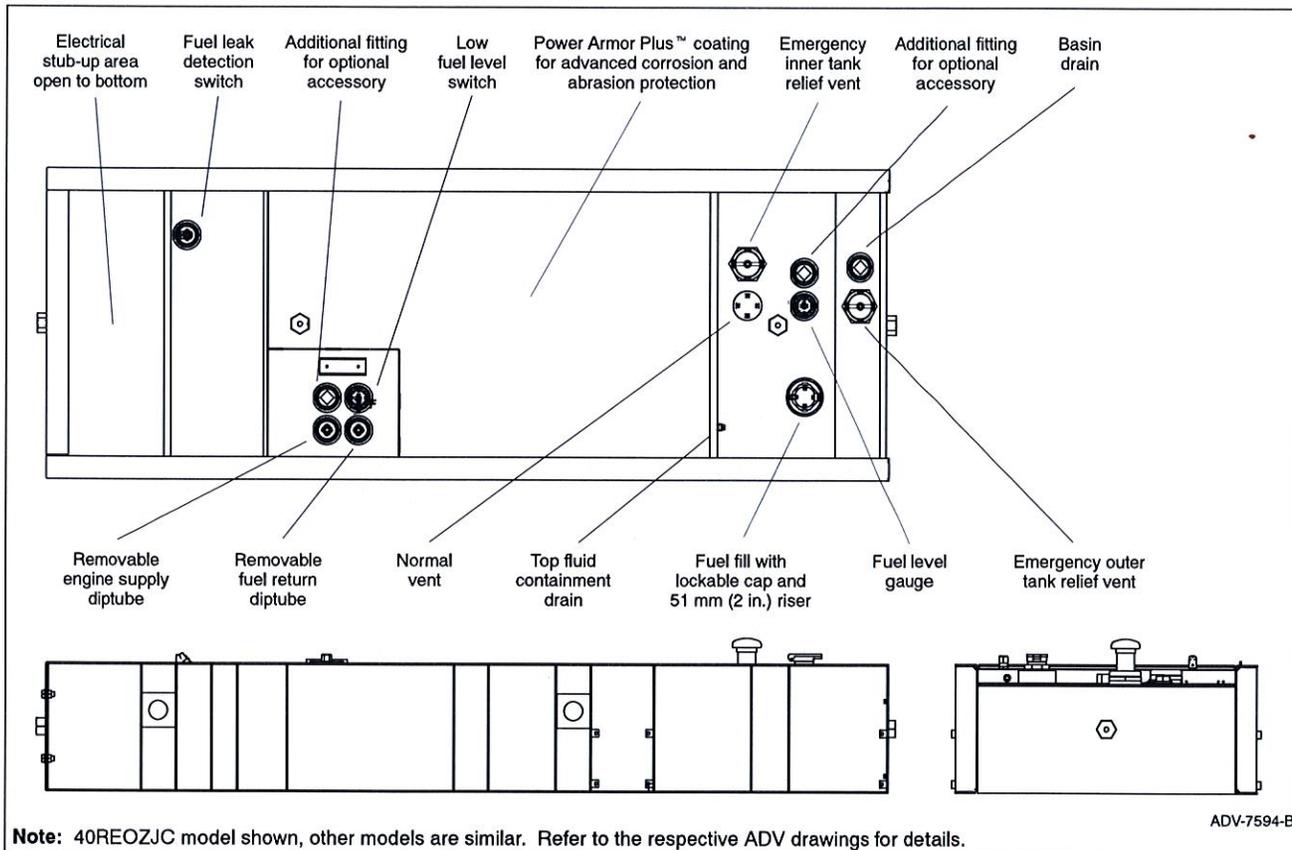
## Subbase Fuel Tank



### Standard Subbase Fuel Tank Features

- Extended operation. Usable tank capacity offers full load standby operation of up to 72 hours.
  - Power Armor Plus™ textured epoxy-based rubberized coating that creates an ultra-thick barrier between the tank and harsh environmental conditions like humidity, saltwater, and extreme temperatures, and provides advanced corrosion and abrasion protection.
  - UL listed. Secondary containment generator set base tank meeting UL 142 requirements.
  - NFPA compliant. Designed to comply with the installation standards of NFPA 30 and NFPA 37.
  - Integral external lift lugs. Enables crane with spreader-bar lifting of the complete package (empty tank, mounted generator set, and enclosure) to ensure safety.
  - Emergency pressure relief vents. Vents ensure adequate venting of the inner and outer tank under extreme pressure and/or emergency conditions.
  - Normal vent with cap. Vent is raised above lockable fuel fill.
  - Low fuel level switch. Annunciates a 50% low fuel level condition at generator set control.
  - Leak detection switch. Annunciates a contained primary tank fuel leak condition at generator set control.
  - Electrical stub-up.
- NOTE:** For IBC Seismic Certification and/or California OSHPD Approval, see State Code Subbase Fuel Tank.

## State Code Subbase Fuel Tank



### State Code Subbase Fuel Tank Features

- State tank designed to comply with the installation standards of the Florida Dept. of Environmental Protection (FDEP) File No. EQ-634.
- Includes all of the Standard Subbase Fuel Tank Features.

### State Code Subbase Fuel Tank Options

#### Bottom Clearance

- I-beams, provides 106 mm (4.2 in.) of ground clearance

#### Fuel in Basin Options

- Fuel in basin switch, Florida Dept. of Environmental Protection (FDEP) File No. EQ-682 approved

#### Fuel Fill Options

- Fill pipe extension to within 152 mm (6 in.) of bottom of fuel tank.
- 18.9 L (5 gallon) spill containment with 95% shutoff
- 18.9 L (5 gallon) spill containment
- 18.9 L (5 gallon) spill containment fill to within 152 mm (6 in.) of bottom of fuel tank
- 28.4 L (7.5 gallon) spill containment, Florida Dept. of Environmental Protection (FDEP) File No. EQ-345 approved
- 28.4 L (7.5 gallon) spill containment with 95% shutoff, Florida Dept. of Environmental Protection (FDEP) File No. EQ-345/ EQ-257 approved

#### Fuel Supply Options

- Fire safety valve (installed on fuel supply line)
- Ball valve (installed on fuel supply line)

#### High Fuel Level Switch

- High fuel level switch
- High fuel level switch, Florida Dept. of Environmental Protection (FDEP) File No. EQ-682 approved

#### Normal Vent Options

- 3.7 m (12 ft.) above grade (without spill containment)
- 3.7 m (12 ft.) above grade (with spill containment)

#### Tank Marking Options

- Decal, Combustible Liquids - Keep Fire Away (qty. 2)
- Decal, NFPA 704 identification (qty. 2)
- Decal, tank number and safe fuel fill height (qty. 2)
- Decal, tank number and safe fuel fill height, NFPA 704 identification

#### Fluid Containment Options

- 100% engine fluid containment

#### Third-Party Approvals

- IBC Seismic Certification
- California OSPHD Approval

## Enclosure and Subbase Fuel Tank Specifications

Fuel Tank Capacity, L (gal.)	Est. Fuel Supply Hours at 60 Hz with Full Load, Nominal/Actual	Enclosure and Subbase Fuel Tank					Fuel Tank Height (or additional skid height with no tank), mm (in.)	Sound Pressure Level at 60 Hz with Full Load, Weather/Sound, dB(A)‡
		Max. Dimensions, mm (in.)			Max. Weight, kg (lb.) *			
		Length	Width	Height	With Steel Enclosure	With Aluminum Enclosure		
<b>40REOZJC Standard Fuel Tank</b>								
No Tank	0	2320 (91.3)	1077 (42.4)	1521 (60.0)	966 (2130)	853 (1880)	100 (4)	78/65
424 (112)	24/32			1827 (71.9)	1223 (2697)*	1110 (2447)*	406 (16)	
621 (164)	48/48			1980 (78.0)	1274 (2809)*	1161 (2559)*	559 (22)	
946 (250)	72/73			2234 (88.0)	1555 (3429)*	1442 (3179)*	813 (32)	
<b>40REOZJC State Code Fuel Tank †</b>								
439 (116)	24/34	2896 (114)	1077 (42.4)	1883 (74.1)	1451 (3199)*	1338 (2949)*	356 (14)	78/65
958 (253)	72/74			2213 (87.1)	1575 (3472)*	1462 (3222)*	686 (27)	
<b>50REOZJD Standard Fuel Tank</b>								
No Tank	0	2320 (91.3)	1077 (42.4)	1521 (59.9)	1027 (2265)	914 (2015)	100 (4)	78/66
424 (112)	24/26			1827 (71.9)	1285 (2832)*	1171 (2582)*	406 (16)	
621 (164)	36/38			1980 (78.0)	1335 (2944)*	1222 (2694)*	559 (22)	
946 (250)	48/58			2234 (88.0)	1555 (3429)*	1442 (3179)*	813 (32)	
<b>50REOZJD State Code Fuel Tank †</b>								
439 (116)	24/26	2896 (114)	1077 (42.4)	1883 (74.1)	1529 (3371)*	1416 (3121)*	356 (14)	78/66
958 (253)	48/58			2213 (87.1)	1653 (3644)*	1540 (3394)*	686 (27)	
1408 (372)	72/86			2441 (96.1)	1804 (3977)*	1691 (3727)*	914 (36)	
<b>60REOZJD Standard Fuel Tank</b>								
No Tank	0	2320 (91.3)	1077 (42.4)	1521 (59.9)	1164 (2566)	1051 (2316)	100 (4)	78/68
492 (130)	24/26			1878 (73.9)	1438 (3170)*	1324 (2920)*	457 (18)	
783 (207)	36/41			2107 (83.0)	1514 (3338)*	1401 (3088)*	686 (27)	
946 (250)	48/50			2234 (88.0)	1555 (3429)*	1442 (3179)*	813 (32)	
<b>60REOZJD State Code Fuel Tank †</b>								
556 (147)	24/29	2895 (114)	1077 (42.4)	1959 (77.1)	1616 (3563)*	1503 (3313)*	432 (17)	78/68
958 (253)	48/50			2213 (87.1)	1767 (3896)*	1654 (3646)*	686 (27)	
1408 (372)	72/74			2441 (96.1)	1918 (4228)*	1805 (3978)*	914 (36)	
<b>80REOZJF Standard Tank</b>								
No Tank	0	2821 (111.1)	1156 (45.5)	1723 (67.8)	1483 (3269)	1351 (2979)	150 (6)	83/69
791 (209)	24/30			2081 (81.9)	1766 (3894)*	1635 (3604)*	508 (20)	
1317 (348)	48/50			2386 (93.9)	1882 (4150)*	1751 (3860)*	813 (32)	
<b>80REOZJF State Code Fuel Tank †</b>								
814 (215)	24/31	3400 (133.9)	1156 (45.5)	2111 (83.1)	1996 (4400)*	1864 (4110)*	432 (17)	83/69
1571 (415)	48/60			2441 (96.1)	2236 (4929)*	2104 (4639)*	762 (30)	
<b>100REOZJF Standard Tank</b>								
No Tank	0	2821 (111.1)	1156 (45.5)	1723 (67.8)	1592 (3510)	1461 (3220)	150 (6)	82/69
791 (209)	24/25			2081 (81.9)	1875 (4134)*	1744 (3844)*	508 (20)	
1696 (448)	48/54			2386 (93.9)	2070 (4564)*	1939 (4274)*	813 (32)	
<b>100REOZJF State Code Fuel Tank †</b>								
814 (215)	24/26	3400 (133.9)	1156 (45.5)	2111 (83.1)	2105 (4641)*	1974 (4351)*	432 (17)	82/69
1571 (415)	48/50			2441 (96.1)	2345 (5170)*	2214 (4880)*	762 (30)	

**Note:** Data in table is for reference only, refer to the respective ADV drawings for details.

\* Max. weight includes the generator set (wet) using the largest alternator option, enclosure with acoustic insulation added, silencer, and tank (no fuel).

† State code fuel tank specifications (height and weight) include I-beam option.

‡ Log average sound pressure level of 8 measured positions around the perimeter of the unit at a distance of 7 m (23 ft). Refer to TIB-114 for details.

## Enclosure and Subbase Fuel Tank Specifications (continued)

Fuel Tank Capacity, L (gal.)	Est. Fuel Supply Hours at 60 Hz with Full Load, Nominal/Actual	Enclosure and Subbase Fuel Tank					Fuel Tank Height (or additional skid height with no tank), mm (in.)	Sound Pressure Level at 60 Hz with Full Load, Weather/ Sound, dB(A)‡
		Max. Dimensions, mm (in.)			Max. Weight, kg (lb.) *			
		Length	Width	Height	With Steel Enclosure	With Aluminum Enclosure		
<b>125REOZJG Standard Fuel Tank</b>								
No Tank	0	3532 (139.0)	1153 (45.4)	1739 (68.5)	1651 (3632)	1515 (3333)	0 (0)	87/73
1128 (298)	24/30			2222 (87.5)	2400 (5280)*	2264 (4981)*	483 (19)	
2207 (583)	48/58			2653 (104.4)	2751 (6052)*	2615 (5753)*	914 (36)	
<b>125REOZJG State Code Fuel Tank †</b>								
1196 (316)	24/31	4414 (173.8)	1153 (45.4)	2328 (91.7)	2382 (5240)*	2446 (4941)*	483 (19)	87/73
2252 (595)	48/60			2683 (105.6)	2654 (5839)*	2500 (5511)*	838 (33)	
<b>150REOZJF Standard Fuel Tank</b>								
No Tank	0	3532 (139.0)	1153 (45.4)	1739 (68.5)	1860 (4101)	1724 (3800)	0 (0)	86/75
1128 (298)	24/25			2222 (87.5)	2609 (5752)*	2473 (5452)*	483 (19)	
2207 (583)	48/49			2653 (104.4)	2960 (6526)*	2824 (6226)*	914 (36)	
<b>150REOZJF State Code Fuel Tank †</b>								
1196 (316)	24/27	4414 (173.8)	1153 (45.4)	2328 (91.7)	2591 (5712)*	2455 (5412)*	483 (19)	86/75
2252 (595)	48/50			2683 (105.6)	2890 (6361)*	2727 (6012)*	838 (33)	
<b>180REOZJG Standard Fuel Tank</b>								
No Tank	0	4094 (161.2)	1338 (52.7)	2038 (80.2)	1928 (4250)	1780 (3925)	0 (0)	85/72
1514 (400)	24/31			2521 (99.3)	2861 (6307)*	2713 (5981)*	483 (19)	
2869 (758)	48/58			2927 (115.2)	3255 (7176)*	3107 (6850)*	889 (35)	
<b>180REOZJG State Code Fuel Tank †</b>								
1556 (416)	24/32	5008 (197.2)	1338 (52.7)	2601 (102.4)	3162 (6971)*	3014 (6646)*	457 (18)	85/72
2896 (765)	48/59			2906 (114.4)	3488 (7690)*	3340 (7363)*	762 (30)	
<b>200REOZJF Standard Fuel Tank</b>								
No Tank	0	4094 (161.2)	1338 (52.7)	2025 (79.7)	2309 (5090)	2161 (4764)	0 (0)	87/75
1514 (400)	24/26			2508 (98.7)	3242 (7147)*	3094 (6821)*	483 (19)	
2869 (758)	48/49			2914 (114.7)	3636 (8016)*	3488 (7690)*	889 (35)	
<b>200REOZJF State Code Fuel Tank †</b>								
1575 (416)	24/27	5008 (197.2)	1338 (52.7)	2588 (101.9)	3543 (7811)*	3395 (7485)*	457 (18)	87/75
2896 (765)	48/50			2893 (113.9)	4050 (8930)*	3721 (8203)*	762 (30)	

**Note:** Data in table is for reference only, refer to the respective ADV drawings for details.

\* Max. weight includes the generator set (wet) using the largest alternator option, enclosure with acoustic insulation added, silencer, and tank (no fuel).

† State code fuel tank specifications (height and weight) include I-beam option.

‡ Log average sound pressure level of 8 measured positions around the perimeter of the unit at a distance of 7 m (23 ft). Refer to TIB-114 for details.

## Enclosure and Subbase Fuel Tank Specifications (continued)

Fuel Tank Capacity, L (gal.)	Est. Fuel Supply Hours at 60 Hz with Full Load, Nominal/ Actual	Enclosure and Subbase Fuel Tank					Fuel Tank Height (or additional skid height with no tank), mm (in.)	Sound Pressure Level at 60 Hz with Full Load, Weather/ Sound, dB(A)‡
		Max. Dimensions, mm (in.)			Max. Weight, kg (lb.) *			
		Length	Width	Height	With Steel Enclosure	With Aluminum Enclosure		
<b>230REOZJE Standard Fuel Tank</b>								
No Tank	0	4121 (162.3)	1338 (52.7)	2153 (84.8)	2654 (5850)	2540 (5600)	260 (10)	87/75
1787 (472)	24/29			2655 (104.5)	3561 (7850)*	3447 (7600)*	762 (30)	
<b>230REOZJE State Code Fuel Tank †</b>								
2101 (555)	24/34	5009 (197.2)	1338 (52.7)	2894 (113.9)	3895 (8587)*	3782 (8337)*	635 (25)	87/75
3573 (944)	48/58	5325 (209.7)		3173 (124.9)	4504 (9930)*	4391 (9680)*	914 (36)	
<b>250REOZJE Standard Fuel Tank</b>								
No Tank	0	4121 (162.3)	1338 (52.7)	2153 (84.8)	2699 (5950)	2585 (5700)	260 (10)	89/75
1787 (472)	24/26			2655 (104.5)	3606 (7950)*	3493 (7700)*	762 (30)	
<b>250REOZJE State Code Fuel Tank †</b>								
2101 (555)	24/31	5009 (197.2)	1338 (52.7)	2894 (113.9)	3940 (8687)*	3827 (8437)*	635 (25)	89/75
3573 (944)	48/53	5325 (209.7)		3173 (124.9)	4550 (10030)*	4436 (9780)*	914 (36)	
<b>275REOZJE Standard Fuel Tank</b>								
No Tank	0	4121 (162.3)	1338 (52.7)	2153 (84.8)	2835 (6250)	2722 (6000)	260 (10)	89/75
1787 (472)	24/24			2655 (104.5)	3742 (8250)*	3629 (8000)*	762 (30)	
<b>275REOZJE State Code Fuel Tank †</b>								
2101 (555)	24/28	5009 (197.2)	1338 (52.7)	2894 (113.9)	4076 (8987)*	3963 (8737)*	635 (25)	89/75
3573 (944)	48/48	5325 (209.7)		3173 (124.9)	4686 (10330)*	4572 (10080)*	914 (36)	
<b>300REOZJ Standard Fuel Tank</b>								
No Tank	0	4121 (162.3)	1338 (52.7)	2153 (84.8)	2835 (6250)	2722 (6000)	260 (10)	89/75
2067 (546)	24/24			2731 (107.5)	3770 (8311)*	3656 (8061)*	838 (33)	
<b>300REOZJ State Code Fuel Tank †</b>								
2101 (555)	24/25	5009 (197.2)	1338 (52.7)	2894 (113.9)	4076 (8987)*	3963 (8737)*	635 (25)	89/75
4065(1074)	48/48	5588 (220.0)		3173 (124.9)	4644 (10238)*	4530 (9988)*	914 (36)	

**Note:** Data in table is for reference only, refer to the respective ADV drawings for details.

\* Max. weight includes the generator set (wet) using the largest alternator option, enclosure with acoustic insulation added, silencer, and tank (no fuel).

† State code fuel tank specifications (height and weight) include I-beam option.

‡ Log average sound pressure level of 8 measured positions around the perimeter of the unit at a distance of 7 m (23 ft). Refer to TIB-114 for details.

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Phone 920-457-4441, Fax 920-459-1646  
For the nearest sales and service outlet in the  
US and Canada, phone 1-800-544-2444  
KOHLERPower.com

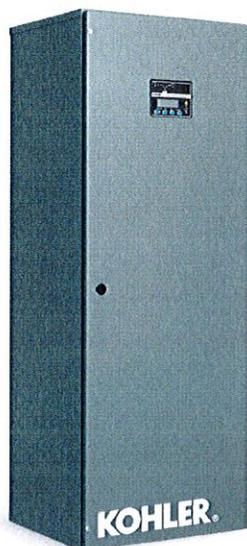
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**Transfer Switch Standard Features**

- UL 1008 listed at 480 VAC file #E58962 (automatic), #E86894 (nonautomatic)
- CSA certification available at 600 VAC
- IBC and OSHPD seismic certification available
- Available in 2, 3, or 4 pole configurations
- Electrically operated, mechanically held mechanism
- High withstand and close-on ratings
- Design suitable for emergency and standby applications on all classes of load, 100% tungsten rated through 400 amps
- Silver alloy main contacts
- Gold-flashed engine start contacts rated 2 amps @ 30 VDC/250 VAC
- Front-accessible contacts for easy inspection
- Front-replaceable main and arcing contacts (800-4000 amps)
- Reliable, field-proven solenoid mechanism
- Switching mechanisms lubricated for the expected life of the transfer switch
- Internal manual operating handle
- Main shaft auxiliary position-indicating contacts rated 10 amps @ 32 VDC/250 VAC
- NEMA type 1, 12, 3R, 4, and 4X enclosures available
- Standard one-year limited warranty. Extended limited warranties are available.

**Available Controllers**

- Decision-Maker® MPAC 1200
- Decision-Maker® MPAC 1500

**Ratings**

Model	Current	Voltage, Frequency
KCS	30-4000 amps	208-600 VAC 50/60 Hz
KCP	150-4000 amps	
KCC	150-4000 amps	

**Standard-Transition Models (KCS)**

- Standard-transition operation with either automatic or non-automatic control
- Standard-transition transfer time less than 100 milliseconds (6 cycles @ 60 Hz)
- Double-throw, mechanically interlocked design (break-before-make power contacts)
- Solid, switched, or overlapping (make-before-break) neutral

**Programmed-Transition Models (KCP)**

- Programmed-transition operation with either automatic or non-automatic control
- Programmed-transition operation provides a center OFF position that allows residual voltages in the load circuits to decay
- Programmable OFF time
- Double-throw, mechanically interlocked design (break-before-make power contacts)
- Solid or switched neutral

**Closed-Transition Models (KCC)**

- Closed-transition transfer switches operate with no power interruption during transfer and retransfer between two live sources
- Source parallel times are less than 100 milliseconds (6 cycles @ 60 Hz)
- Adjustable extended transfer time relay (ensure that the setting complies with applicable codes)
- Solid or switched neutral

## Available Automatic Transfer Switch Controllers

Select one of the following controllers for your automatic transfer switch.

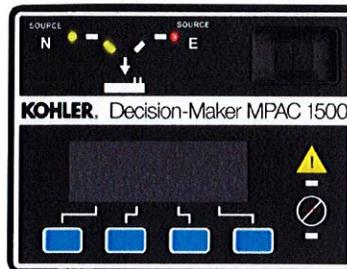
### Decision-Maker® MPAC 1200 Controller



- LCD display, 4 lines x 20 characters, backlit
- Complete programming and viewing capability at the door using the keypad and LCD display
- LED indicators: Source available, transfer switch position, service required (fault), and "not in auto"
- Programmable voltage and frequency pickup and dropout settings
- Programmable time delays
- Programmable generator exerciser
- Time-based load control
- Two programmable inputs and two programmable outputs
- Up to four I/O extension modules available
- Modbus communication standard
- RS-485 communication standard
- Ethernet communication optional

For more information about Decision-Maker® MPAC 1200 features and functions, see specification sheet G11-127.

### Decision-Maker® MPAC 1500 Controller



- LCD display, 4 lines x 20 characters, backlit
- Complete programming and viewing capability at the door using the keypad and LCD display
- LED indicators: Source available, transfer switch position, service required (fault), and "not in auto"
- Programmable voltage and frequency pickup and dropout settings
- Programmable time delays
- Programmable generator exerciser
- Time-based load control
- Current-based load control (current-sensing kit required)
- Two programmable inputs and two programmable outputs
- Up to four I/O extension modules available
- Modbus communication standard
- RS-485 communication standard
- Ethernet communication standard
- Three-source system
- Prime power

For more information about Decision-Maker® MPAC 1500 features and functions, see specification sheet G11-128.

## Application Data

Environmental Specifications	
Operating Temperature	-20°C to 70°C (-4°F to 158°F)
Storage Temperature	-40°C to 85°C (-40°F to 185°F)
Humidity	5% to 95% noncondensing

Input and Output Connection Specifications	
Component	Wire Size Range
Main board I/O terminals	#12-24 AWG
I/O module terminals	#14-24 AWG

Auxiliary Position Indicating Contacts (rated 10 amps @ 32 VDC/250 VAC)			
Switch Rating, Amps	Number of Contacts Indicating Normal, Emergency		
	KCS	KCP	KCC
30-230	2, 2	N/A	N/A
260-600	8, 8	—	—
150-600	—	8, 8	7, 7
800-1200	8, 8	8, 8	7, 7
1600-4000	8, 8	7, 7	6, 6

Extended Transfer Time Adjustable Relay (Model KCC only)	
Power	12 or 24 VDC (customer-supplied)
Connections	12-20 AWG
Output type	Relay contacts, DPDT (2 form C)
Rating	10 amps max. resistive at 240 VAC
<b>Note:</b> Customer-supplied shunt trip on emergency source circuit breaker is required.	

Source Synchronization Settings (Model KCC)		
Parameter	Default	Adjustment Range
Voltage differential	5%	0-5%
Frequency differential	0.1 Hz	0-0.3 Hz
Phase angle	10 deg.	0-10 deg.

## Cable Sizes

**Note:** Cable size data is subject to change. Refer to the transfer switch dimension drawings and wiring diagrams for planning and installation.

UL-Listed Solderless Screw-Type Terminals for External Power Connections				
Range of Wire Sizes, Copper or Aluminum ‡				
Model	Switch Rating, Amps	Normal, Emergency, and Load (per phase)	Neutral (3-pole)	Ground
KCS	30-150	(1) #14 AWG to 4/0 AWG	(3) #14 to 4/0	(3) #6 to 3/0
	200	(1) #14 AWG to 4/0 AWG <i>Cu only</i>	(3) #14 to 4/0	(3) #6 to 3/0
	230 (208-480 V)			
	230 (600 V)	(1) #4 AWG to 600 KCMIL or (2) 1/0 to 250 KCMIL	(3) #4 AWG to 600 KCMIL or (6) 1/0 to 250 KCMIL	(3) #4 AWG to 600 KCMIL or (6) 1/0 to 250 KCMIL
260-400				
KCP KCC	150-400	(1) #4 AWG to 600 KCMIL or (2) 1/0 to 250 KCMIL	(3) #4 AWG to 600 KCMIL or (6) 1/0 to 250 KCMIL	(3) #4 AWG to 600 KCMIL or (6) 1/0 to 250 KCMIL
KCS KCP KCC	600	(2) #2 AWG to 600 KCMIL	(6) #2 AWG to 600 KCMIL	(3) #4 AWG to 600 KCMIL or (6) 1/0 to 250 KCMIL
	800-1000	(4) 1/0 AWG to 750 KCMIL	(12) #2 AWG to 600 KCMIL	
	1200 (NEMA 3R)			
	1200 (NEMA 1)	(4) 1/0 AWG to 750 KCMIL	(16) 1/0 to 750 KCMIL	(3) #4 to 500 KCMIL
	1600-2000 F † (NEMA 3R)	(6) 1/0 AWG to 750 KCMIL	(24) 1/0 to 750 KCMIL	(3) #4 AWG to 600 KCMIL or (6) 1/0 to 250 KCMIL
	1600-2000	(6) 1/0 AWG to 750 KCMIL	(24) 1/0 to 750 KCMIL	(3) #4 to 500 KCMIL
	2600-3000	(12) 1/0 AWG to 750 KCMIL	(36) 1/0 to 750 KCMIL	
4000	(12) 1/0 AWG to 750 KCMIL	(36) 1/0 AWG to 750 KCMIL	(18) 1/0 AWG to 750 KCMIL	

† F = Front connected  
‡ Use 75°C minimum Cu/Al wire for power connections.

# Withstand and Close-On Ratings (WCR)

## Standard, Programmed, and Closed-Transition Models

Maximum current in RMS symmetrical amperes when coordinated with customer-supplied fuses or circuit breakers. All values are available symmetrical RMS amperes and tested in accordance with the withstand and close-on requirements of UL 1008. Application requirements may permit higher withstand ratings for certain size switches. Contact the factory for assistance.

Model	Switch Rating, Amps	Withstand Current Ratings in RMS Symmetrical Amperes							Short Time Ratings (sec.) ‡							
		Current-Limiting Fuses				Time-Based Rating *			480 V Max.				600 V Max.			
		Amps @ 480 V	Amps @ 600 V	Amps, Max.	Fuse Class	Amps @ 240 V	Amps @ 480 V	Amps @ 600 V	.1	.13	.3	.5	.1	.13	.3	.5
KCS	30-150	200,000	35,000	200	J	10,000	10,000	10,000	—				—			
		35,000	35,000	200	RK1	10,000	10,000	10,000	—				—			
	200	200,000	—	200	J	10,000	10,000	—	—				—			
	230 (480V)	100,000	—	300	J	10,000	10,000	—	—				—			
	230 (600V)	200,000	200,000	600	J	65,000	42,000 †	35,000	—				—			
	260			800	L	65,000	42,000 †	35,000	—				—			
	400								—				—			
	600								—				—			
	800-1200	200,000	200,000	1600	L	50,000	50,000	50,000	36,000	—	36,000		—	—		
	1600-2000 F	200,000	200,000	2500	L	85,000	85,000	85,000	—				—			
1600-2000 S	200,000	200,000	3000	L	100,000	100,000	100,000	42,000	—	42,000		—	—			
2600-3000	200,000	200,000	4000	L	100,000	100,000	100,000	42,000	—	42,000		—	—			
4000	200,000	200,000	5000	L	100,000	100,000	100,000	85,000	65,000	65,000		—				
KCP	150	200,000	200,000	600	J	65,000	42,000 †	35,000	—				—			
	225			800	L	65,000	42,000 †	35,000	—				—			
	260							—				—				
	400							—				—				
	600							—				—				
	800-1200	200,000	200,000	1600	L	50,000	50,000	50,000	36,000	—	36,000		—	—		
	1600-2000 F	200,000	200,000	2500	L	85,000	85,000	85,000	—				—			
1600-2000 S	200,000	200,000	3000	L	100,000	100,000	100,000	42,000	—	42,000		—	—			
2600-3000	200,000	200,000	4000	L	100,000	100,000	100,000	42,000	—	42,000		—	—			
4000	200,000	200,000	5000	L	100,000	100,000	100,000	85,000	65,000	65,000		—				
KCC	150	200,000	200,000	600	J	65,000	42,000 †	35,000	—				—			
	260			800	L	65,000	42,000 †	35,000	—				—			
	400							—				—				
	600							—				—				
	800-1200	200,000	200,000	1600	L	50,000	50,000	50,000	36,000	—	36,000		—	—		
	1600-2000 F	200,000	200,000	2500	L	85,000	85,000	85,000	—				—			
1600-2000 S	200,000	200,000	3000	L	100,000	100,000	100,000	42,000	—	42,000		—	—			
2600-3000	200,000	200,000	4000	L	100,000	100,000	100,000	42,000	—	42,000		—	—			
4000	200,000	200,000	5000	L	100,000	100,000	100,000	85,000	65,000	65,000		—				

\* Based on 0.025 seconds (approximately 1.5 cycles) for 30-230 amps and 0.050 seconds for 260-4000 amps. Applicable to breakers with instantaneous trip elements.

† Applicable to 2-pole, 3-pole, and conventional 4-pole switches only. Overlapping neutral switches have "any" breaker ratings of 35,000 A, 0.050 seconds at 480 V.

‡ Short time ratings are provided for applications involving breakers that utilize trip delay settings for system selective coordination.

## Ratings with Specific Manufacturers' Circuit Breakers

The following charts list power switching device withstand and close-on ratings (WCR) in RMS symmetrical amperes for specific manufacturers' circuit breakers. Circuit breakers are supplied by the customer.

Model	Switch Rating, amps	WCR, amps RMS	Volts, Max.	Molded-Case Circuit Breakers		
				Manufacturer	Type or Class	Max. Size, amps
KCS	30	22,000	480	GE	THED	40
	70	42,000	240	Square D	QG, QJ	90
		22,000	480	GE	THED	90
	100	42,000	240	Square D	QG, QJ	125
		22,000	480	GE	THED	150
	150	65,000	240	Square D	JG, JJ, JL	200
		42,000			QG, QJ	200
		25,000	480	Square D	JG, JJ, JL	200
		22,000			GE	THED
	200	65,000	240	Square D	JG, JJ, JL	250
		42,000			QG, QJ	225
	230	25,000	480		JG, JJ, JL	250
	230	42,000	600	Eaton	JGC	250
					KDC	400
					LDC, CLDC	600
				GE	TBC4	400
TBC6, SGL1, SGL4, SGL6, SGP1, SGP4, SGP6					600	
TBC8, TKL4V, TKL8S-12S, SKL8, SKP8					800	
Siemens/ITE	HLMD, HLMXD, HMXD, SHMD	800				
KCP KCC	150	50,000	Eaton	HJD, JDC, JGH, JGC	250	
				HKD, CHKD, KDC	400	
				HLD, CHLD, LDC, CLDC	600	
			GE	SFL, SFP	250	
				SGL1, SGL4, SGP1, SGP4, TJL4V, TJL1S-6S, TBC6	600	
				Siemens/ITE	HFD, HFXD	250
	42,000	600	Eaton	HJD, HJXD, SHJD	400	
				KC	250	
				CK400N, CK400NN	400	
			GE	JGC	250	
				KDC	400	
				LDC, CLDC	600	
KCS KCP KCC	225 (KCP) 260	50,000	Eaton	HJD, JDC, JGH, JGC	250	
				HKD, CHKD, KDC	400	
				HLD, CHLD, LDC, CLDC	600	
				MDL, CMDL, HMDL, CHMDL, NGS, NGH, NGC	800	
			GE	SFL, SFP	250	
				TBC4	400	
				SGL1, SGL4, SGL6, SGP1, SGP4, SGP6, TBC6, TJL4V, TJL1S-6S	600	
				SKL8, SKP8, SKH8, TBC8, TKL4V, TKH8S-12S	800	
			Siemens/ITE	HFD, HFXD	250	
				HJD, HJXD, SHJD	400	
	HLD	600				
	HLMD, HLMXD, HMG, HMD, HMXD, LMD, LMXD, MXD, SMD, SHMD	800				
	Square D	KC		250		
		CK400N, CK400NN		400		
		LC	600			
		CK800N, CK800NN	800			
	42,000	600	Eaton	JGC	250	
				KDC	400	
				LDC, CLDC	600	
			GE	TBC4	400	
TBC6, SGL1, SGL4, SGL6, SGP1, SGP4, SGP6				600		
TBC8, TKL4V, TKL8S-12S, SKL8, SKP8				800		
Siemens/ITE				HLMD, HLMXD, HMXD, SHMD	800	

## Ratings with Specific Manufacturers' Circuit Breakers, continued

Model	Switch Rating, amps	WCR, amps RMS	Volts, Max.	Molded-Case Circuit Breakers		
				Manufacturer	Type or Class	Max. Size, amps
KCS KCP KCC	400	50,000	480	Eaton	HKD, CHKD, KDC	400
					HLD, CHLD, LDC, CLDC	600
					MDL, CMDL, HMDL, CHMDL, NGS, NGH, NGC	800
				GE	TBC4	400
					SGL1, SGL4, SGL6, SGP1, SGP4, SGP6, TBC6, TJK4V, TJK1S-6S	600
					SKH8, SKL8, SKP8, TBC8, TKL4V, TKH8S-12S	800
				Siemens/ITE	HJD, HJXD, SHJD	400
		HLD	600			
		HLMXD, HLMXD, HMG, HMD, HMXD, LMD, LMXD, MXD, SMD, SHMD	800			
		Square D	CK400N, CK400NN	400		
			LC	600		
			CK800N, CK800NN	800		
		42,000	600	Eaton	KDC	400
					LDC, CLDC	600
GE	TBC4			400		
	TBC6, SGL1, SGL6, SGP1, SGP4, SGP6			600		
	TBC8, TKL4V, TKL8S-12S, SKL8, SKP8			800		
Siemens/ITE	HLMXD, HLMXD, HMXD, SHMD			800		
KCS KCP KCC	600			50,000	480	Eaton
		MDL, CMDL, HMDL, CHMDL, NGS, NGH, NGC	800			
		GE	SGL1, SGL4, SGL6, SGP1, SGP4, SGP6, TBC6, TJK4V, TJK1S-6S			600
			SKH8, SKL8, SKP8, TBC8, TKL4V, TKH8S-12S			800
		Siemens/ITE	HLD			600
			HLMXD, HLMXD, HMD, HMG, HMXD, LMD, LMXD, MXD, SMD, SHMD			800
			HND, HNXD, HNG, SND, SHND			1200
		Square D	CK400N, CK400NN	400		
			LC	600		
			CK800N, CK800NN	800		
			MH, CK1200N, CK1200NN	1200		
		42,000	600	Eaton	LDC, CLDC	600
					TBCY	400
				GE	SGL1, SGL6, SGP1, SGP4, SGP6, TBC6	600
TBC8, TKL4V, TKL8S-12S, SKL8, SKP8	800					
Siemens/ITE	HLMXD, HLMXD, HMXD, SHMD			800		
SHND	1200					
KCS KCP KCC	800 1000 1200	65,000	480	Eaton	HLD	600
				GE	TB8	800
					TKL, SKL	1200
				Siemens/ITE	CLD6, HHL6, HHLXD6, HLD6, SCLD6, SHLD6	600
					CMD6, HMD6, SCMD6, SHMD6	800
					CND6, HND6, SCND6, SHND6	1200
					CPD6	1600
		Square D	MH Series 2	1000		
			PJ, PL	1200		
			RJ, RL	1600		
		600	Eaton	SE (LS Trip), SEH (LS Trip)	2500	
				Tri-Pac NB	800	
				Tri-Pac PB	1600	
				RDC	2500	
KCS KCP KCC	1600 2000	125,000	480	Square D	Masterpact NW-L	3000

# Weights and Dimensions

**Note: Always use the transfer switch dimension drawing for planning and installation.** Weights and dimensions may vary for different configurations. See your local distributor for dimension drawings.

Weights and dimensions are shown for NEMA Type 1 enclosures, NEMA Type 3R enclosures and open units. Consult the factory for other enclosures.

Model	Amps	NEMA Type	Poles	Wires	Dimensions mm (in.)			Weight kg (lb.)			Dimension Drawing
					Height	Width	Depth	2-Pole	3-Pole	4-Pole	
KCS	30-200	1, 3R	2,3,4	3, 4	791 (31)	450 (18)	314 (12.4)‡	28 (62)	30 (65)	31 (68)	ADV-8566
	230 (208-480V)		2,3,4	3, 4	1223 (48)	560 (22)	362 (14.3)‡	52 (115)	56 (123)	59 (131)	ADV-8568
	230 (600 V) 260-600		2,3,4	3, 4	1702 (67)	610 (24)	514 (20.2)‡	179 (395)	183 (403)	188 (414)	ADV-8570
	800		2,3,4	3, 4	1932 (76)*	864 (34)	515 (20.3)‡	220 (485)	231 (510)	238 (525)	ADV-8572
	1000	1	3,4	4	1932 (76)*	864 (34)	515 (20.3)‡	—	231 (510)	238 (525)	ADV-8572
	1200		3,4	4	2286 (90)	963 (38)	688 (27.1)	—	356 (785)	379 (835)	ADV-8574
	1600-2000F †	3R	3,4	4	2286 (90)	940 (37)	717 (28.2)	—	356 (785)	379 (835)	ADV-8575
		1	3,4	4	2286 (90)	963 (38)	688 (27.1)	—	472 (1040)	494 (1090)	ADV-8577
	1600-2000	3R	3,4	4	2286 (90)	940 (37)	869 (34.2)	—	356 (785)	379 (835)	ADV-8578
		1	3,4	4	2286 (90)	963 (38)	1220 (48)	—	472 (1040)	494 (1090)	ADV-8579
	2600-3000	3R	3,4	4	2286 (90)	940 (37)	1434 (56.4)	—	472 (1040)	494 (1090)	ADV-8580
		1	3,4	4	2286 (90)	963 (38)	1524 (60)	—	649 (1430)	679 (1495)	ADV-8581
	4000	3R	3,4	4	2286 (90)	940 (37)	1738 (68.4)	—	649 (1430)	679 (1495)	ADV-8582
		1	3,4	4	2311 (91)	1524 (60)	1836 (72.3)	—	975 (2149)	1056 (2328)	ADV-8583
3R	3,4	4	2529 (100)	1606 (63)	2310 (91)	—	1436 (3165)	1523 (3357)			
KCS	30-200	Open Unit §	2,3,4	3, 4	787 (31)	445 (18)	296 (11.6)	8 (17)	9 (20)	11 (23)	ADV-7182
	230 (208-480V)		2,3,4	3, 4	1219 (48)	457 (18)	330 (13.0)	17 (37)	21 (45)	24 (53)	
	230 (600V) 260-600		2,3,4	3, 4	1422 (56)	610 (24)	362 (14.3)	31 (68)	34 (74)	36 (80)	
	800		2,3,4	3, 4	1829 (72)	864 (34)	508 (20)	68 (150)	78 (170)	90 (196)	
	1000		3,4	4	1829 (72)	864 (34)	508 (20)	—	78 (170)	90 (196)	
	1200		3,4	4	2210 (87)	965 (38)	584 (23)	—	78 (170)	90 (196)	
	1600-2000F †		3,4	4	2210 (87)	965 (38)	635 (25)	—	190 (420)	213 (470)	
	1600-2000		3,4	4	2286 (90)	965 (38)	1219 (48)	—	190 (420)	213 (470)	
2600-3000	3,4	4	2286 (90)	965 (38)	1524 (60)	—	213 (470)	243 (535)			
KCP KCC	150-600	1, 3R	2,3,4	3, 4	1702 (67)	610 (24)	514 (20.2)‡	179 (395)	183 (403)	188 (414)	ADV-8570
	800	1, 3R	2,3,4	3, 4	1932 (76)*	864 (34)	515 (20.3)‡	220 (485)	231 (510)	238 (525)	ADV-8572
	1000	1, 3R	2,3,4	4	1932 (76)*	864 (34)	515 (20.3)‡	220 (485)	231 (510)	238 (525)	ADV-8572
	1200	1	3,4	4	2286 (90)	963 (38)	688 (27)	—	463 (1020)	485 (1070)	ADV-8574
		3R	3,4	4	2286 (90)	940 (37)	717 (28.2)	—	463 (1020)	485 (1070)	ADV-8575
	1600-2000F †	1	3,4	4	2286 (90)	963 (38)	688 (27)	—	533 (1175)	556 (1225)	ADV-8577
		3R	3,4	4	2286 (90)	940 (37)	869 (34.2)	—	533 (1175)	556 (1225)	ADV-8578
	1600-2000	1	3,4	4	2286 (90)	963 (38)	1220 (48)	—	533 (1175)	556 (1225)	ADV-8579
		3R	3,4	4	2286 (90)	940 (37)	1434 (56.4)	—	533 (1175)	556 (1225)	ADV-8580
	3000	1	3,4	4	2286 (90)	963 (38)	1524 (60)	—	735 (1620)	765 (1685)	ADV-8581
3R		3,4	4	2286 (90)	940 (37)	1738 (68.4)	—	735 (1620)	765 (1685)	ADV-8582	
4000	1	3,4	4	2311 (91)	1524 (60)	1836 (72.3)	—	975 (2149)	1056 (2328)	ADV-8583	
	3R	3,4	4	2528 (100)	1606 (63)	2310 (91)	—	1436 (3165)	1523 (3357)	ADV-8583	
KCP	150-600	Open Unit §	2,3,4	3, 4	1422 (56)	610 (24)	362 (14.3)	38 (84)	41 (90)	44 (96)	ADV-7182
	800		2,3,4	3, 4	1829 (72)	864 (34)	508 (20)	80 (175)	94 (205)	108 (235)	
	1000		2,3,4	4	1829 (72)	864 (34)	508 (20)	80 (175)	94 (205)	108 (235)	
	1200		2,3,4	4	2210 (87)	965 (38)	584 (23)	80 (175)	94 (205)	108 (235)	
	1600-2000F †		3,4	4	2210 (87)	965 (38)	635 (25)	—	252 (555)	274 (605)	
	1600-2000		3,4	4	2286 (90)	965 (38)	1219 (48)	—	252 (555)	274 (605)	
	2600-3000		3,4	4	2286 (90)	965 (38)	1524 (60)	—	300 (660)	329 (725)	
2600-3000	3,4	4	2286 (90)	965 (38)	1524 (60)	—	300 (660)	329 (725)			

\* Includes mounting feet

† F = Front connected

‡ On 30-1000 amp models, the NEMA type 3R enclosures have a security cover on the controller that extends 54 mm (2.1 in.) beyond the door.

§ Dimensions shown for open units are the minimum required enclosure size. Open unit weights are shipping weights for the contactor only.

## Codes and Standards

The ATS meets or exceeds the requirements of the following specifications:

- CSA C22.2 No. 178 certification 208 - 600 VAC available, file #LR58301
- EN61000-4-4 Fast Transient Immunity Severity Level 4
- EN61000-4-5 Surge Immunity Class 4 (voltage sensing and programmable inputs only)
- IEC Specifications for EMI/EMC Immunity:
  - CISPR 11, Radiated Emissions
  - IEC 1000-4-2, Electrostatic Discharge
  - IEC 1000-4-3, Radiated Electromagnetic Fields
  - IEC 1000-4-4, Electrical Fast Transients (Bursts)
  - IEC 1000-4-5, Surge Voltage
  - IEC 1000-4-6, Conducted RF Disturbances
  - IEC 1000-4-8, Magnetic Fields
  - IEC 1000-4-11, Voltage Dips and Interruptions
- IEC 60947-6-1, Low Voltage Switchgear and Control Gear; Multifunction Equipment; Automatic Transfer Switching Equipment
- IEEE Standard 446, IEEE Recommended Practice for Emergency and Standby Power Systems for Commercial and Industrial Applications
- IEEE 472 (ANSI C37.90A) Ring Wave Test
- NEMA Standard ICS 10-2005, Electromechanical AC Transfer Switch Equipment
- NFPA 70, National Electrical Code
- NFPA 99, Essential Electrical Systems for Health Care Facilities
- NFPA 110, Emergency and Standby Power Systems
- Seismic certification in accordance with the International Building Code is available. (Accessory kit is required for seismic certification.)
  - IBC 2000, referencing ASCE 7-98 and ICC AC-156
  - IBC 2003, referencing ASCE 7-02 and ICC AC-156
  - IBC 2006, referencing ASCE 7-05 and ICC AC-156
  - IBC 2009, referencing ASCE 7-05 and ICC AC-156
  - IBC 2012, referencing ASCE 7-10 and ICC AC-156
- California OSHPD approval is available. (Accessory kit required.)
- Underwriters Laboratories UL 1008, Standard for Automatic Transfer Switches for Use in Emergency Standby Systems file #E58962 (automatic), #E86894 (nonautomatic)

## Controller Accessories

See the controller specification sheets for more information.

### Accessory Modules

- Alarm Module
- External Battery Supply Module
- Input/Output Module
- High-Power Input/Output Module

### Controller Disconnect Switch

### Ethernet Communications

### Current Sensing Kit

### Line-to-Neutral Voltage Monitoring

### Padlockable User Interface Cover

### Supervised Transfer Control Switch

## Transfer Switch Accessories

Accessories are available either factory-installed or as loose kits, unless otherwise noted.

### CSA Certification

### Digital Meter

- Measure and display voltage, current, frequency, and power for both sources
- Programmable visual alarms for high voltage, low voltage, and high current
- Three digital outputs
- Serial port for optional network connections
- Password-protected programming menus
- Joystick operation
- Factory-installed

### Export Packaging

### Extended Limited Warranties

- 2-year basic
- 5-year basic
- 5-year comprehensive
- 10-year major components

### Heater, Anti-Condensation

- Hygrostat-controlled 120 VAC strip heater (customer-supplied voltage source required)
- 100 or 250 watts (sized for enclosure)
- Protective 15 Amp circuit breaker

### Surge Protection Device (SPD)

- SPD available for the normal source supply
- Surge protection reduces transient voltages to harmless levels
- Protection modes: L-L / L-N / L-G / N-G
- Replaceable phase and neutral cartridges for service
- Frequency: 50–60 Hz
- Operating Temperature Range: -40 to 176°F (-40 to 80°C)
- Remote contacts for customer-supplied status indicators:  
 Contacts: 1 NO, 1 NC  
 Min Load: 12VDC / 10 mA  
 Max. Load: 250 VAC / 1 A  
 Wire Size (max.): 16AWG
- Fuse protection: 30 amps / 600 V
- UL 1449, 3rd Edition for Type 2 applications
- IEC 61-643-1, 2nd Edition T2/11
- See additional SPD specifications below

### Literature Kits

- Production literature kit (one set of literature is included with each transfer switch)
- Overhaul literature kit

### Load Shed Kit

- Forced transfer from Emergency to OFF for programmed-transition models
- Customer-supplied signal (contact closure) is required for the forced transfer to OFF function
- Factory-installed

### Neutral Assembly

- Available as loose kit for open units

### RSA III Remote Serial Annunciator

- Monitors the generator set
- Monitors Normal and Emergency source status and connection
- Monitors ATS common alarm
- Allows remote testing of the ATS
- For more information, see specification sheet G6-139.

## Seismic Certification

### IBC Seismic Certification

- Certification depends on application and geographic location. Contact your distributor for details.
- Available for the KC model transfer switches with enclosures shown below:

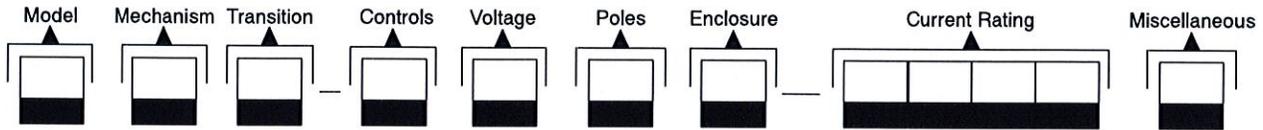
ATS Size, Amps	Enclosure, NEMA Type:				
	1	3R	4	4X	12
30-1200	•	•	•	•	•
1600-4000	•	•			

### California OSHPD Approval

- Available for KC model transfer switches with NEMA 1 and NEMA 3R enclosures.

SPD Specifications									
Nominal Voltage (V ± 15%)	Max. Discharge Current (kA)	Phase	Poles	UL VPR 3rd Ed (L-N/N-G/L-G) (kV)	Limiting Voltage, (L-N/N-G/L-G) (kV)		Short Circuit Withstand Current (kA)	Maximum Continuous Operating Voltage (VAC)	
					at 3kAmps	at 10kAmp			
					240/120	40			Split
208/120	40	Wye	4	0.6 / 1.2 / 0.7	0.6 / 0.4 / 0.6	0.8 / 0.7 / 0.8	200	175 / 350	
480/277	40	Wye	4	1.0 / 1.2 / 1.1	1.0 / 0.4 / 1.0	1.2 / 0.7 / 1.2	200	320 / 460	
240/120	40	HLD	4	1.0 / 1.2 / 1.1	1.0 / 0.4 / 1.0	1.2 / 0.7 / 1.2	200	320 / 460	
600/347	40	Wye	4	1.3 / 1.2 / 1.4	1.3 / 0.4 / 1.3	1.5 / 0.7 / 1.5	200	440 / 880	

## Model Designation



Record the transfer switch model designation in the boxes. The transfer switch model designation defines characteristics and ratings as explained below.

### Sample Model Designation: KCS-DNTA-0400S

#### Model

**K:** Kohler

#### Mechanism

**C:** Standard (Any Breaker)

#### Transition

**S:** Standard  
**P:** Programmed  
**C:** Closed

#### Controller

**A:** Decision-Maker® MPAC 1200, Automatic  
**B:** Decision-Maker® MPAC 1200, Non-Automatic  
**D:** Decision-Maker® MPAC 1500, Automatic  
**F:** Decision-Maker® MPAC 1500, Non-Automatic

#### Voltage/Frequency

**C:** 208 Volts/60 Hz  
**D:** 220 Volts/50 Hz  
**F:** 240 Volts/60 Hz  
**G:** 380 Volts/50 Hz  
**H:** 400 Volts/50 Hz  
**J:** 416 Volts/50 Hz  
**K:** 440 Volts/60 Hz  
**M:** 480 Volts/60 Hz  
**N:** 600 Volts/60 Hz  
**P:** 380 Volts/60 Hz  
**R:** 220 Volts/60 Hz

#### Number of Poles/Wires

**N:** 2 Poles/3 Wires, Solid Neutral  
**T:** 3 Poles/4 Wires, Solid Neutral  
**V:** 4 Poles/4 Wires, Switched Neutral  
**W:** 4 Poles/4 Wires, Overlapping Neutral

#### Enclosure

**A:** NEMA 1  
**B:** NEMA 12  
**C:** NEMA 3R  
**D:** NEMA 4  
**F:** NEMA 4X  
**G:** Open Unit

#### Current, Amps

0030	0230	1200
0070	0260	1600
0104	<b>0400</b>	2000
0150	0600	2600
0200	0800	3000
0225	1000	4000

#### Connections

**S:** Standard  
**F:** Front (1600 and 2000 amp only)

**Note:** Some selections are not available for every model. Contact your Kohler distributor for availability.

**DISTRIBUTED BY:**

Availability is subject to change without notice. Kohler Co. reserves the right to change the design or specifications without notice and without any obligation or liability whatsoever. Contact your local Kohler® Power Systems distributor for availability.

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# PROPOSAL

## PROJECT INFORMATION

TO	City of Burlington PD Attn: Brian Woods 224 E Jefferson St Burlington Wi	JOB TYPE JOB LOCATION	PREPARED ON 03/01/18 <i>This proposal valid for 15 days.</i>
PHONE	262-210-3260	JOB NAME	PREPARED BY
CELL		Customer PO#	AEI Proposal #
FAX		Date Accepted	
EMAIL	<a href="mailto:bwood@burlington-wi.gov">bwood@burlington-wi.gov</a>		

### DESCRIPTION OF THE LABOR, PRODUCTS, & MATERIAL INCLUDED IN THIS PROPOSAL:

- 1 Generac 100 Kw 120/208 diesel generator with 5 year warranty/ 400 AMP PSTS transfer switch
- Electrical materials for install i.e.conduit wire and fittings
- Generator pad with 5 tubes for support
- Generator startup
- Labor to install new generator and switch

Subtotal	\$57,387.04
Labor for landscaping in front of building to make a place for the generator	\$2,300.00
Labor to remove old generator from the basement	\$2,300.00
Sales Tax	\$1,702.97

## PRICE

WE PROPOSE HEREBY TO FURNISH THE ABOVE FOR THE SUM OF: \$63,690.01  
 PLUS AN ADDITIONAL 3% IF PAYMENT IS MADE BY CREDIT CARD

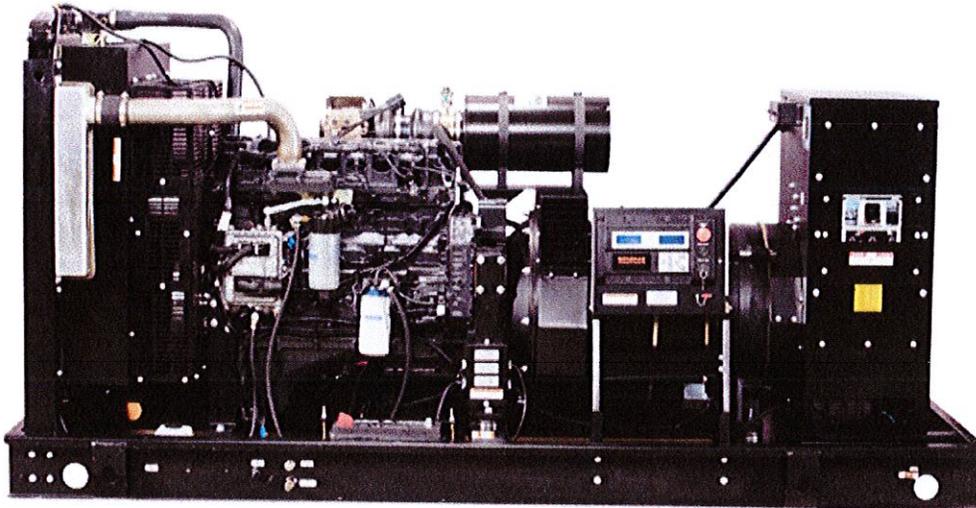
## TERMS & ACCEPTANCE

SEE ADDENDUM A TO PROPOSAL ATTACHED

*60% Down and 40% and completion*

## D6.7L

### Diesel Generator Set



Standby Power Rating  
100 kW, 60Hz  
130 kW, 60Hz  
150 kW, 60Hz  
175 kW, 60Hz

Image used for illustration purposes only  
Codes or standards compliance listing may not be available with all configurations.  
Consult factory for details.



UL2200, UL508, UL489, UL142



CSA C22.2, ULC S601



DIN

BS5514 and DIN 6271



SAE J1349



NFPA 37, 70, 99, 110



NEC 700, 701, 702, 708



ISO 9001, 8528, 3046, 7637



NEMA ICS10, MG1, 250, ICS6, AB1



ANSI C62.41

- Control System - NFPA 110 Level 1 Compliant
- Cooling System can operate at up to 50°C (122°F) Ambient
- Fast Starting - NFPA 110 Type 10 starting capable
- Ruggedness - Can accept full rated load in a single step in accordance with NFPA 110 for Level 1 systems
- Alternator - Low Temperature Rise (<120°C) alternators with permanent magnet excitation
- Prototype Tested - Prototype Testing performed in accordance with requirements of NFPA 110 for Level 1 systems

**SINGLE SOURCE SERVICE RESPONSE** from Generac's extensive dealer network provides parts and service know-how for the entire unit, from the engine to the smallest electronic component.

**100 kW • 130 kW • 150 kW • 175 kW****STANDARD FEATURES****ENGINE SYSTEM****General**

- Oil Drain Extension
- Air Cleaner
- Fan Guard
- Stainless Steel Flexible Exhaust Connection
- Factory Filled Oil and Coolant
- Radiator Duct Adapter (Open Set Only)
- Critical Exhaust Silencer (Enclosed Only)
- Engine Block Heater, Factory Installed (1500W, 120W)

**Fuel System**

- Fuel Shutoff Solenoid
- Primary Fuel Filter

**Cooling System**

- Closed Coolant Recovery System
- UV/Ozone Resistant Hoses
- Factory-Installed Radiator
- 50/50 Ethylene Glycol Antifreeze
- Radiator Drain Extension

**Engine Electrical System**

- Battery Charging Alternator
- Battery Cables
- Battery Tray
- Rubber-Booted Engine Electrical Connections

**GENERATOR SET**

- Internal Genset Vibration Isolation
- Separation of Circuits - High/Low Voltage
- Separation of Circuits - Multiple Breakers
- Wrapped Exhaust Piping
- Standard Factory Testing
- 2 Year Limited Warranty (Standby Rated Units)
- Silencer Mounted in the Discharge Hood (enclosed units only)
- 120V GFCI and 240V Outlets

**TANKS (If Selected)**

- UL142/ULC S601
- Emergency Vent
- Double Wall Construction
- Sloped Top and Bottom
- Factory Pressure Tested
- Rupture Basin Alarm
- Electronic and Visual Fuel Level Indication

**ALTERNATOR SYSTEM**

- Class H Insulation Material
- 2/3 Pitch
- Skewed Stator
- Permanent Magnet Excitation System
- Sealed Bearings
- Amortisseur Winding
- Full Load Capacity Alternator

**ENCLOSURE (If Selected)**

- Rust-Proof Fasteners with Nylon Washers to Protect Finish
- High Performance Sound-Absorbing Material (Sound Attenuated Enclosures)
- Gasketed Doors
- Stamped Air-Intake Louvers
- Upward Facing Discharge Hoods (Radiator and Exhaust)
- Stainless Steel Lift Off Door Hinges
- Stainless Steel Lockable Handles
- RhinoCoat™ - Textured Polyester Powder Coat Paint

**OPTIONAL FEATURES****Available Voltages**

- 120/240V 1-Phase
- 120/208V 3-Phase
- 120/240V 3-Phase
- 277/480V 3-Phase

**Engine Options and Accessories**

- Two-Stage Air Cleaner
- Air Filter Restriction Indicator
- Oil Temperature Indication and Alarms
- Oil Pan Heater
- Critical Exhaust Silencer (Open Set Only) \*

**Alternator Accessories**

- Alternator Anti-Condensation Heater

**Battery/Charger Options**

- Battery - Group 31, Factory Installed
- 10 Amp Automatic Float/Equalize Battery Charger
- Battery Warmer, Factory Installed

**Tanks**

- Extended Fill and Vent
- Tank Risers
- Stainless Steel Fuel Lines
- Vent Extensions (12' Above Grade)

**Main Line Circuit Breaker Options (MLCB)**

(Not all circuit breaker ratings available in options; consult factory)

- Standard MLCB (80%, Thermal-Magnetic)
- MLCB with 12VDC Shunt Trip and Auxiliary Contacts
- 100% Rated MLCB
- Electronic Trip (LSI) MLCB
- Optional Size MLCB
- Bus Bar Only (No MLCB)
- Dual MLCBs or MLCB and Bus Bar

**Enclosure Options and Accessories**

- Weather Protected Enclosure
- Level 1 Sound Attenuated Enclosure
- Level 2 Sound Attenuated Enclosure
- Level 2 Sound Attenuated Enclosure with Motorized Dampers
- All enclosures available in steel or aluminum
- Enclosure Heater (Only Available with Motorized Dampers)
- Damper Actuator Position Alarm (Available only with Level 2 Sound Attenuated Enclosure with Motorized Dampers)
- Door Open Alarm Switch
- Universal voltage AC/DC Light Kit

**Control System Options and Accessories**

- Engine Run Relay
- Ground Fault Annunciation
- 21 Light Remote Annunciator \*
- 21 Light Remote Annunciator with 8 Function Alarm Assembly Relay \*
- 8 Function Alarm Relay Panel \*
- 16 Function Alarm Relay Panel \*
- Remote Emergency Stop-Break Glass \*
- Remote Emergency Stop-Surface Mount \*
- Remote Emergency Stop-Flush Mount \*
- 8 Position Auxiliary Load Center
- Extended 2 Hour Rated Power Factor Testing

**Warranty Options:**

- 2 Year Extended Limited Warranty
- 5 Year Basic Limited Warranty
- 5 Year Extended Limited Warranty
- 7 Year Extended Limited Warranty
- 10 Year Extended Limited Warranty

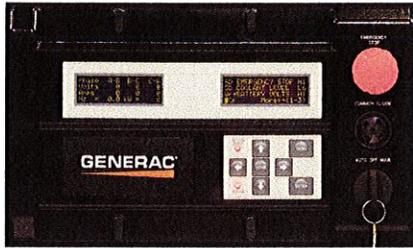
\* *Shipped loose item*

Note: Not all options available in all configurations. Consult factory for details.

## 100 kW • 130 kW • 150 kW • 175 kW

## Application and Engineering Data

### Controller Features



Digital H Control Panel- Dual 4x20 Display

### Program Functions

- Programmable Crank Limiter
- 7-Day Programmable Exerciser
- Special Applications Programmable Logic Controller
- RS-232/485 Communications
- 3-Phase Sensing Digital Voltage Regulator
- 2-Wire Start Capability
- Date/Time Fault History (Event Log)
- Isochronous Governor Control
- Waterproof/Sealed Connectors
- Audible Alarms and Shutdowns
- Not in Auto (Flashing Light)
- Auto/Off/Manual Switch

- E-Stop (Red Mushroom-Type)
- NFPA110 Level I and II (Programmable)
- Customizable Alarms, Warnings, and Events
- Modbus® Protocol
- Predictive Maintenance Algorithm
- Sealed Boards
- Password Parameter Adjustment Protection
- Single Point Ground
- 16 Channel Remote Trending
- 0.2 msec High Speed Remote Trending
- Alarm Information Automatically Annunciated on the Display

### Alarms and Warnings

- Oil Pressure
- Coolant Temperature
- Coolant Level
- Low Fuel Pressure Alarm (gaseous units only)
- Engine Overspeed
- Battery Voltage
- Alarms and Warnings Time and Date Stamped
- Snap Shots of Key Operation Parameters During Alarms and Warnings
- Alarms and Warnings Spelled Out (No Alarm Codes)

### Full System Status Display

- Power Output (kW)
- Power Factor
- kW Hours, Total, and Last Run
- Real/Reactive/Apparent Power
- All Phase AC Voltage
- All Phase Currents
- Oil Pressure
- Coolant Temperature
- Coolant Level
- Engine Speed
- Battery Voltage
- Frequency

### Generator Output Voltage/kW - 60Hz

Nom. kW	Voltage (3-phase unless noted)	kW (Standby)	Amp (Standby)	Standard CB Size
100	120/240, Single Phase	100	417	500A
	120/208	100	347	400A
	120/240	100	301	350A
	277/480	100	150	175A
130	120/240, Single Phase	130	542	600A
	120/208	130	451	500A
	120/240	130	391	450A
	277/480	130	195	225A
150	120/240, Single Phase	150	625	700A
	120/208	150	520	600A
	120/240	150	451	500A
	277/480	150	226	250A
175	120/240, Single Phase	175	729	900A
	120/208	175	607	700A
	120/240	175	526	600A
	277/480	175	263	300A

**100 kW • 130 kW • 150 kW • 175 kW****Application and Engineering Data****Engine Fuel Consumption (Nominal)**

Nom. kW		gal/hr	L/hr
100	25% of Rated Load	2.2	8.3
	50% of Rated Load	4.2	15.9
	75% of Rated Load	5.9	22.3
	100% of Rated Load	7.3	27.6
130	25% of Rated Load	2.9	11.0
	50% of Rated Load	5.4	20.4
	75% of Rated Load	7.7	29.1
	100% of Rated Load	9.6	36.3
150	25% of Rated Load	3.3	12.5
	50% of Rated Load	6.2	23.5
	75% of Rated Load	8.8	33.5
	100% of Rated Load	11.2	42.2
175	25% of Rated Load	3.9	14.8
	50% of Rated Load	7.3	27.6
	75% of Rated Load	10.5	39.7
	100% of Rated Load	13.5	51.1

Fuel Pump Lift (ft/m)	3 (1)
Total Fuel Pump Flow (Combustion + Return) (gal/hr)	29.1

Note: Fuel supply must be sized for Total Fuel Flow  
Refer to "Emissions Data Sheets" for maximum fuel flow for EPA and SCAQMD permitting purposes

**Engine Cooling**

	100 kW	130 kW	150 kW	175 kW
Inlet Air (Combustion and Radiator)- cfm (m <sup>3</sup> /m)	6360 (180)	7900 (223.7)	7946 (225)	7946 (225)
System Coolant Capacity- gal (L)	5.65 (21.4)	5.65 (21.4)	7.5 (28.4)	7.5 (28.4)
Heat Rejection to Coolant- BTU/hr	269,130	353,900	412,900	497,718
Max Operating Air Temperature- °F (°C)	122 (50)	122 (50)	122 (50)	122 (50)
Maximum Temperature Before Derate- °F (°C)	110 (43.3)	104 (40)	110 (43.3)	104 (40)
Maximum Altitude Before Derate- ft (m)	7500	3000	6000	3000
Derate	Derate for altitude is 3.0% for every 1000 ft above the baseline altitude. Derate for temperature is 1.7% for every 5° F or 3% for every 5° C above the baseline temperature.			
Maximum Radiator Backpressure- in H <sub>2</sub> O	0.5	0.5	0.5	0.5

**Combustion Air Requirements**

Flow at Rated Power- cfm (m <sup>3</sup> /m)	325 (9.2)	390 (11.05)	440 (12.46)	470 (13.31)
--	-----------	-------------	-------------	-------------

**Engine**

Rated Engine Speed- rpm	1800	1800	1800	1800
Horsepower at Rated Power- hp	152	198	240	279
Piston Speed- ft/min	1559	1559	1559	1559
BMEP- psi	165	213	257	257

**Exhaust**

Exhaust Flow at Rated Output- cfm (m <sup>3</sup> /m)	885 (25)	910 (25.8)	1050 (29.7)	1212 (34.3)
Maximum Allowable Backpressure at Turbo Outlet in Hg (kPA)	1.5 (5.1)	1.5 (5.1)	1.5 (5.1)	1.5 (5.1)
Exhaust Temperature at Engine Exhaust Manifold - °F (°C)	885 (474)	960 (516)	895 (479)	1040 (560)

### Generator Specifications

Type	Synchronous
Rotor Insulation Class	H
Stator Insulation Class	H
Telephone Interference Factor (TIF)	<50
Alternator Out Leads 1-Phase	4 Wire
Alternator Output Leads 3-Phase	12 Wire
Bearings	Sealed Ball
Couplings	Flexible Disc
Excitation System	Permanent Magnet

### Voltage Regulation

Type	Full Digital
Sensing	All Phases
Regulation	±0.5%

### Governor Specifications

Type	Electronic, Isochronous
Steady State Regulation	±0.25%

### Electrical System

Battery Charging Alternator	Standard
12 VDC, 10 A Automatic Float/Equalize Battery Charger	Optional
System Voltage	12 VDC

### Engine Specifications

Make	FPT
Model	D6.7
Cylinders/Arrangement	6 In-Line
Displacement (cu. in./Liters)	408.86 / 6.7
Bore (in./mm)	4.09 / 104
Stroke (in./mm)	5.2 / 128
Compression Ratio	16.5:1
Intake Air System	Turbocharged / Aftercooled
Cylinder Head Type	100/130 - Two valve 150/175 - Four valve
Piston Type	Aluminum
EPA Emissions Certification	Tier 3

### Engine Lubrication System

Oil Pump Type	Gear
Oil Filter Type	100/130 - Full Flow 150/175 - Full Flow Cartridge
Crankcase Capacity (qt/L)	100/130 - 18/17 150/175 - 19.6/20.7

### Engine Cooling System

Type	Closed Recovery
Water Pump	Pre-Lubed, Self Sealing
Fan Speed (rpm)	2538
Fan Diameter (in./mm)	100/130 - 23.6/599 150/175 - 26/660.4
Fan Mode	Pusher

### Fuel System

Fuel Type	Ultra Low Sulfur Diesel Fuel
Fuel Pump Type	Engine Driven Gear
Injector Type	Distribution Injection Pump
Fuel Supply Line (in./mm)	0.5 (12.7) NPT
Fuel Return Line (in./mm)	0.5 (12.7) NPT
Fuel Specification	ASTM
Fuel Filtering (microns)	5

### Motor Starting Surge Capacity

#### Voltage Dip @ 0.3pf

Nom. kW	Voltage	sKVA at 35% Voltage Dip
100	480	200
	208/240	206
130	480	406
	208/240	305
150	480	464
	208/240	348
200	480	653
	208/240	490

**Dimensions and Weights**

	100 kW	130 kW	150 kW	175 kW
<b>Open Set</b>				
L x W x H in (mm)- No Tank	110.0 (2795) x 39.9 (1013) x 64.4 (1635.1)		117.7 (2991) x 49.7 (1262) x 57.2 (1453)	
Weight- lbs (kg)- No Tank	3386 (1536)	3557 (1614)	3920 (1778)	3614 (1639)
L x W x H in (mm)- 12" / 90 Gal	110.0 (2795) x 39.9 (1013) x 77.4 (1965)		-	-
Weight- lbs (kg)- 12" / 90 Gal	4095 (1858)	4266 (1936)	-	-
L x W x H in (mm)- 24" / 220 Gal	110.0 (2795) x 39.9 (1013) x 89.4 (2270)		-	-
Weight- lbs (kg)- 24" / 220 Gal	4428 (2009)	4599 (2087)	-	-
L x W x H in (mm)- 36" / 350 Gal	110.0 (2795) x 39.9 (1013) x 101.4 (2575)		-	-
Weight- lbs (kg)- 36" / 350 Gal	4770 (2164)	4941 (2242)	-	-
L x W x H in (mm)- 36" / 510 Gal	117.0 (2960) x 47.0 (1205) x 105.4 (2844)		-	-
Weight- lbs (kg)- 36" / 510 Gal	4751 (2157)	4922 (2235)	-	-
L x W x H in (mm)- 36" / 589 Gal	128.0 (3250) x 48.7 (1238) x 104.9 (2664)		-	-
Weight- lbs (kg)- 36" / 589 Gal	5230 (2372)	5401 (2450)	-	-
L x W x H in (mm)- 36" / 693 Gal	136.0 (3455) x 53.0 (1346) x 107.0 (2718)		-	-
Weight- lbs (kg)- 36" / 693 Gal	4949 (2237)	5120 (2315)	-	-
L x W x H in (mm)- 12" / 134 Gal	-	-	117.7 (2991) x 49.7 (1262) x 70.2 (1783)	
Weight- lbs (kg)- 12" / 134 Gal	-	-	4704 (2108)	4398 (1969)
L x W x H in (mm)- 24" / 322 Gal	-	-	117.7 (2991) x 49.7 (1262) x 82.2 (2088)	
Weight- lbs (kg)- 24" / 322 Gal	-	-	4992 (2264)	4686 (2125)
L x W x H in (mm)- 36" / 510 Gal	-	-	117.7 (2991) x 49.7 (1262) x 94.2 (2393)	
Weight- lbs (kg)- 36" / 510 Gal	-	-	5285 (2399)	4979 (2260)
L x W x H in (mm)- 36" / 693 Gal	-	-	136.0 (3455) x 53.0 (1346) x 94.2 (2393)	
Weight- lbs (kg)- 36" / 693 Gal	-	-	6945 (3150)	6639 (3011)
L x W x H in (mm)- 36" / 946 Gal	-	-	208.3 (5291) x 53.0 (1346) x 98.2 (2493)	
Weight- lbs (kg)- 36" / 946 Gal	-	-	5485 (2488)	5179 (2349)
L x W x H in (mm)- 36" / 1325 Gal	-	-	277.8 (7055) x 53.0 (1346) x 96.6 (2453)	
Weight- lbs (kg)- 36" / 1325 Gal	-	-	7960 (3611)	7654 (3472)

**Dimensions and Weights**

	<b>100 kW</b>	<b>130 kW</b>	<b>150 kW</b>	<b>175 kW</b>
<b>Standard Enclosure</b>				
L x W x H in (mm)- No Tank	132.7 (3371) x 40.5 (1029) x 63.1 (1604)		143.0 (3633) x 50.4 (1280) x 68.2 (1529)	
Weight- lbs (kg)- No Tank- Steel	4,144 (1880)	4316 (1958)	4818 (2185)	4511 (2046)
Weight- lbs (kg)- No Tank- Aluminum	3763 (1707)	3935 (1785)	4359 (1977)	4052 (1838)
L x W x H in (mm)- 12" / 90 Gal	132.7 (3371) x 40.5 (1029) x 76.1 (1934)		-	-
Weight- lbs (kg)- 12" / 90 Gal- Steel	4853 (2202)	5025 (2280)	-	-
Weight- lbs (kg)- 12" / 90 Gal- Aluminum	4772 (2029)	4644 (2107)	-	-
L x W x H in (mm)- 24" / 220 Gal	132.7 (3371) x 40.5 (1029) x 88.1 (2239)		-	-
Weight- lbs (kg)- 24" / 220 Gal- Steel	5186 (2353)	5358 (2431)	-	-
Weight- lbs (kg)- 24" / 220 Gal- Aluminum	4805 (2180)	4977 (2258)	-	-
L x W x H in (mm)- 36" / 350 Gal	132.7 (3371) x 40.5 (1029) x 100.1 (2544)		-	-
Weight- lbs (kg)- 36" / 350 Gal- Steel	5528 (2508)	5700 (2586)	-	-
Weight- lbs (kg)- 36" / 350 Gal- Aluminum	5147 (2335)	5319 (2413)	-	-
L x W x H in (mm)- 36" / 510 Gal	132.7 (3371) x 47.4 (1205) x 104.1 (2813)		-	-
Weight- lbs (kg)- 36" / 510 Gal- Steel	5509 (2501)	5681 (2579)	-	-
Weight- lbs (kg)- 36" / 510 Gal- Aluminum	5128 (2328)	5300 (2406)	-	-
L x W x H in (mm)- 36" / 589 Gal	132.7 (3371) x 48.7 (1238) x 103.6 (2633)		-	-
Weight- lbs (kg)- 36" / 589 Gal- Steel	5988 (2716)	6160 (2794)	-	-
Weight- lbs (kg)- 36" / 589 Gal- Aluminum	5607 (2543)	5779 (2621)	-	-
L x W x H in (mm)- 36" / 693 Gal	136 (3371) x 53 (1346.1) x 105.7 (2687)		-	-
Weight- lbs (kg)- 36" / 693 Gal- Steel	5707 (2581)	5879 (2659)	-	-
Weight- lbs (kg)- 36" / 693 Gal- Aluminum	5326 (2408)	5498 (2486)	-	-
L x W x H in (mm)- 12" / 134 Gal	-	-	143.0 (3633) x 50.4 (1280) x 81.2 (1859)	
Weight- lbs (kg)- 12" / 134 Gal- Steel	-	-	5602 (2515)	5295 (23760)
Weight- lbs (kg)- 12" / 134 Gal- Aluminum	-	-	5143 (2307)	4836 (2168)
L x W x H in (mm)- 24" / 322 Gal	-	-	143.0 (3633) x 50.4 (1280) x 93.2 (2164)	
Weight- lbs (kg)- 24" / 322 Gal- Steel	-	-	5890 (2671)	5583 (2532)
Weight- lbs (kg)- 24" / 322 Gal- Aluminum	-	-	5431 (2463)	5124 (2324)
L x W x H in (mm)- 36" / 510 Gal	-	-	143.0 (3633) x 50.4 (1280) x 105.2 (2469)	
Weight- lbs (kg)- 36" / 510 Gal- Steel	-	-	6183 (2806)	5876 (2667)
Weight- lbs (kg)- 36" / 510 Gal- Aluminum	-	-	5724 (2598)	5417 (2459)
L x W x H in (mm)- 36" / 693 Gal	-	-	143.0 (3633) x 53.0 (1346) x 105.2 (2469)	
Weight- lbs (kg)- 36" / 693 Gal- Steel	-	-	7843 (3557)	7536 (3418)
Weight- lbs (kg)- 36" / 693 Gal	-	-	7384 (3349)	7077 (3210)
L x W x H in (mm)- 36" / 946 Gal	-	-	208.3 (5291) x 53.0 (1346) x 109.2 (2569)	
Weight- lbs (kg)- 36" / 946 Gal- Steel	-	-	6383 (2895)	6076 (2756)
Weight- lbs (kg)- 36" / 946 Gal- Aluminum	-	-	5924 (2687)	5617 (2548)
L x W x H in (mm)- 36" / 1325 Gal	-	-	277.8 (7055) x 53.0 (1346) x 107.6 (2529)	
Weight- lbs (kg)- 36" / 1325 Gal- Steel	-	-	8858 (4018)	8551 (3879)
Weight- lbs (kg)- 36" / 1325 Gal- Aluminum	-	-	8399 (3810)	8092 (3671)

## Dimensions and Weights

	100 kW	130 kW	150 kW	175 kW
<b>Level 1 Acoustic Enclosure</b>				
L x W x H in (mm)- No Tank	154.1 (3915) x 40.5 (1029) x 63.1 (1604)		168.5 (4279) x 50.4 (1280) x 68.2 (1731)	
Weight- lbs (kg)- No Tank- Steel	4380 (1987)	4552 (2065)	5104 (2315)	4798 (2176)
Weight- lbs (kg)- No Tank- Aluminum	3865 (1753)	4037 (1831)	4482 (2033)	4176 (1894)
L x W x H in (mm)- 12" / 90 Gal	154.1 (3915) x 40.5 (1029) x 76.1 (1934)		-	-
Weight- lbs (kg)- 12" / 90 Gal- Steel	5089 (2309)	5261 (2387)	-	-
Weight- lbs (kg)- 12" / 90 Gal- Aluminum	4574 (2075)	4746 (2153)	-	-
L x W x H in (mm)- 24" / 220 Gal	154.1 (3915) x 40.5 (1029) x 88.1 (2239)		-	-
Weight- lbs (kg)- 24" / 220 Gal- Steel	5422 (2460)	5594 (2538)	-	-
Weight- lbs (kg)- 24" / 220 Gal- Aluminum	4907 (2226)	5079 (2304)	-	-
L x W x H in (mm)- 36" / 350 Gal	154.1 (3915) x 40.5 (1029) x 100.1 (2544)		-	-
Weight- lbs (kg)- 36" / 350 Gal- Steel	5764 (2615)	5936 (2693)	-	-
Weight- lbs (kg)- 36" / 350 Gal- Aluminum	5249 (2381)	5421 (2459)	-	-
L x W x H in (mm)- 36" / 510 Gal	154.1 (3915) x 47.4 (1205) x 104.1 (2813)		-	-
Weight- lbs (kg)- 36" / 510 Gal- Steel	5745 (2608)	5917 (2686)	-	-
Weight- lbs (kg)- 36" / 510 Gal- Aluminum	5230 (2374)	5402 (2452)	-	-
L x W x H in (mm)- 36" / 589 Gal	154.1 (3915) x 48.7 (1238) x 103.6 (2633)		-	-
Weight- lbs (kg)- 36" / 589 Gal- Steel	6224 (2823)	6396 (2901)	-	-
Weight- lbs (kg)- 36" / 589 Gal- Aluminum	5709 (2589)	5881 (2667)	-	-
L x W x H in (mm)- 36" / 693 Gal	154.1 (3915) x 53.0 (1346.1) x 105.7 (2687)		-	-
Weight- lbs (kg)- 36" / 693 Gal- Steel	5943 (2688)	6115 (2766)	-	-
Weight- lbs (kg)- 36" / 693 Gal- Aluminum	5428 (2454)	5600 (2532)	-	-
L x W x H in (mm)- 12" / 134 Gal	-	-	168.5 (4279) x 50.4 (1280) x 81.2 (2061)	
Weight- lbs (kg)- 12" / 134 Gal- Steel	-	-	5888 (2645)	5582 (2506)
Weight- lbs (kg)- 12" / 134 Gal- Aluminum	-	-	5266 (2363)	4960 (2224)
L x W x H in (mm)- 24" / 322 Gal	-	-	168.5 (4279) x 50.4 (1280) x 93.2 (2366)	
Weight- lbs (kg)- 24" / 322 Gal- Steel	-	-	6176 (2801)	5870 (2662)
Weight- lbs (kg)- 24" / 322 Gal- Aluminum	-	-	5554 (2519)	5248 (2380)
L x W x H in (mm)- 36" / 510 Gal	-	-	168.5 (4279) x 50.4 (1280) x 105.2 (2671)	
Weight- lbs (kg)- 36" / 510 Gal- Steel	-	-	6469 (2936)	6163 (2797)
Weight- lbs (kg)- 36" / 510 Gal- Aluminum	-	-	5847 (2654)	5541 (2515)
L x W x H in (mm)- 36" / 693 Gal	-	-	168.5 (4279) x 53.0 (1346) x 105.2 (2671)	
Weight- lbs (kg)- 36" / 693 Gal- Steel	-	-	8129 (3687)	7823 (3548)
Weight- lbs (kg)- 36" / 693 Gal- Aluminum	-	-	7507 (3405)	7201 (3266)
L x W x H in (mm)- 36" / 946 Gal	-	-	208.3 (5291) x 53.0 (1346) x 109.2 (2771)	
Weight- lbs (kg)- 36" / 946 Gal- Steel	-	-	6669 (3025)	6363 (2886)
Weight- lbs (kg)- 36" / 946 Gal- Aluminum	-	-	6047 (2743)	5741 (2604)
L x W x H in (mm)- 36" / 1325 Gal	-	-	277.8 (7055) x 53.0 (1346) x 107.6 (2731)	
Weight- lbs (kg)- 36" / 1325 Gal- Steel	-	-	9144 (4148)	8838 (4009)
Weight- lbs (kg)- 36" / 1325 Gal- Aluminum	-	-	8522 (3866)	8216 (3727)

**Dimensions and Weights**

	100 kW	130 kW	150 kW	175 kW
<b>Level 2 Acoustic Enclosure</b>				
L x W x H in (mm)- No Tank	144.5 (3671) x 40.5 (1029) x 80.0 (2031)		143.0 (3633) x 50.4 (1280) x 91.7 (2330)	
Weight- lbs (kg)- No Tank- Steel	4499 (2041)	4671 (2119)	5296 (2402)	4989 (2263)
Weight- lbs (kg)- No Tank- Aluminum	3916 (1776)	4088 (1854)	4565 (2070)	4258 (1931)
L x W x H in (mm)- 12" / 90 Gal	144.5 (3671) x 40.5 (1029) x 93.0 (2361)		-	-
Weight- lbs (kg)- 12" / 90 Gal- Steel	5208 (2363)	5380 (2441)	-	-
Weight- lbs (kg)- 12" / 90 Gal- Aluminum	4625 (2098)	4797 (2176)	-	-
L x W x H in (mm)- 24" / 220 Gal	144.5 (3671) x 40.5 (1029) x 105.0 (2666)		-	-
Weight- lbs (kg)- 24" / 220 Gal- Steel	5541 (2514)	5713 (2592)	-	-
Weight- lbs (kg)- 24" / 220 Gal- Aluminum	4958 (2249)	5130 (2327)	-	-
L x W x H in (mm)- 36" / 350 Gal	144.5 (3671) x 40.5 (1029) x 117.0 (2971)		-	-
Weight- lbs (kg)- 36" / 350 Gal- Steel	5883 (2669)	6055 (2747)	-	-
Weight- lbs (kg)- 36" / 350 Gal- Aluminum	5300 (2404)	5472 (2482)	-	-
L x W x H in (mm)- 36" / 510 Gal	144.5 (3671) x 47.4 (1205) x 121.0 (3240)		-	-
Weight- lbs (kg)- 36" / 510 Gal- Steel	5864 (2662)	6036 (2740)	-	-
Weight- lbs (kg)- 36" / 510 Gal- Aluminum	5281 (2397)	5453 (2475)	-	-
L x W x H in (mm)- 36" / 589 Gal	144.5 (3671) x 48.7 (1238) x 120.5 (3060)		-	-
Weight- lbs (kg)- 36" / 589 Gal- Steel	6343 (2877)	6515 (2955)	-	-
Weight- lbs (kg)- 36" / 589 Gal- Aluminum	5760 (2616)	5932 (2690)	-	-
L x W x H in (mm)- 36" / 693 Gal	144.5 (3671) x 53.0 (1346) x 122.6 (3114)		-	-
Weight- lbs (kg)- 36" / 693 Gal- Steel	6062 (2742)	6234 (2820)	-	-
Weight- lbs (kg)- 36" / 693 Gal- Aluminum	5479 (2477)	5651 (2555)	-	-
L x W x H in (mm)- 12" / 134 Gal	-	-	143.0 (3633) x 60.4 (1280) x 104.7 (2660)	
Weight- lbs (kg)- 12" / 134 Gal- Steel	-	-	6080 (2732)	5773 (2593)
Weight- lbs (kg)- 12" / 134 Gal- Aluminum	-	-	5349 (2400)	5042 (2261)
L x W x H in (mm)- 24" / 322 Gal	-	-	143.0 (3633) x 50.4 (1280) x 116.7 (2965)	
Weight- lbs (kg)- 24" / 322 Gal- Steel	-	-	6368 (2888)	6061 (2749)
Weight- lbs (kg)- 24" / 322 Gal- Aluminum	-	-	5637 (2556)	5330 (2417)
L x W x H in (mm)- 36" / 510 Gal	-	-	143.0 (3633) x 50.4 (1280) x 128.7 (3270)	
Weight- lbs (kg)- 36" / 510 Gal- Steel	-	-	6661 (3023)	6354 (2884)
Weight- lbs (kg)- 36" / 510 Gal- Aluminum	-	-	5930 (2691)	5623 (2552)
L x W x H in (mm)- 36" / 693 Gal	-	-	143.0 (3633) x 53.0 (1346) x 128.7 (3270)	
Weight- lbs (kg)- 36" / 693 Gal- Steel	-	-	8321 (3447)	8014 (3635)
Weight- lbs (kg)- 36" / 693 Gal- Aluminum	-	-	7590 (3442)	7283 (3303)
L x W x H in (mm)- 36" / 946 Gal	-	-	208.3 (5291) x 53.0 (1346) x 132.7 (3370)	
Weight- lbs (kg)- 36" / 946 Gal- Steel	-	-	6861 (3112)	6554 (2973)
Weight- lbs (kg)- 36" / 946 Gal- Aluminum	-	-	6130 (2780)	5823 (2641)
L x W x H in (mm)- 36" / 1325 Gal	-	-	277.8 (7055) x 53.0 (1346) x 131.1 (3330)	
Weight- lbs (kg)- 36" / 1325 Gal- Steel	-	-	9336 (4235)	9029 (4096)
Weight- lbs (kg)- 36" / 1325 Gal- Aluminum	-	-	8605 (3903)	8298 (3764)

## Dimensions and Weights

	100 kW	130 kW	150 kW	175 kW
Level 2 Acoustic Enclosure with Motorized Dampers				
L x W x H in (mm)- No Tank	144.5 (3671) x 40.5 (1029) x 88.1 (2238)		142.2 (3612) x 50.4 (1281) x 99.0 (2514)	
Weight- lbs (kg)- No Tank- Steel	4725 (2143)	4905 (2255)	5560 (2522)	5238 (2376)
Weight- lbs (kg)- No Tank- Alumium	4112 (1865)	4292 (1947)	4793 (2174)	4471 (2028)
L x W x H in (mm)- 12" / 90 Gal	144.5 (3671) x 40.5 (1029) x 101.1 (2568)		-	-
Weight- lbs (kg)- 12" / 90 Gal- Steel	5434 (2465)	5614 (2577)	-	-
Weight- lbs (kg)- 12" / 90 Gal- Aluminum	4821 (2187)	5001 (2269)	-	-
L x W x H in (mm)- 24" / 220 Gal	144.5 (3671) x 40.5 (1029) x 113.1 (2873)		-	-
Weight- lbs (kg)- 24" / 220 Gal- Steel	5767 (2616)	5947 (2728)	-	-
Weight- lbs (kg)- 24" / 220 Gal- Aluminum	5154 (2338)	5334 (2420)	-	-
L x W x H in (mm)- 36" / 350 Gal	144.5 (3671) x 40.5 (1029) x 125.1 (3178)		-	-
Weight- lbs (kg)- 36" / 350 Gal- Steel	6109 (2771)	6289 (2883)	-	-
Weight- lbs (kg)- 36" / 350 Gal- Aluminum	5496 (2493)	5676 (2575)	-	-
L x W x H in (mm)- 36" / 510 Gal	144.5 (3671) x 47.4 (1205) x 129.1 (3447)		-	-
Weight- lbs (kg)- 36" / 510 Gal- Steel	6090 (2764)	6270 (2876)	-	-
Weight- lbs (kg)- 36" / 510 Gal- Aluminum	5477 (2486)	5657 (2568)	-	-
L x W x H in (mm)- 36" / 589 Gal	144.5 (3671) x 48.7 (1238) x 128.6 (3267)		-	-
Weight- lbs (kg)- 36" / 589 Gal- Steel	6569 (2979)	6749 (3091)	-	-
Weight- lbs (kg)- 36" / 589 Gal- Aluminum	5956 (2701)	6136 (2783)	-	-
L x W x H in (mm)- 36" / 693 Gal	144.5 (3671) x 53.0 (1346) x 130.7 (3321)		-	-
Weight- lbs (kg)- 36" / 693 Gal- Steel	6288 (2844)	6468 (2956)	-	-
Weight- lbs (kg)- 36" / 693 Gal- Aluminum	5675 (2566)	5855 (2648)	-	-
L x W x H in (mm)- 12" / 134 Gal	-	-	142.2 (3612) x 50.4 (1280) x 112.0 (2844)	
Weight- lbs (kg)- 12" / 134 Gal- Steel	-	-	6344 (2852)	6022 (2706)
Weight- lbs (kg)- 12" / 134 Gal- Aluminum	-	-	5577 (2504)	5255 (2358)
L x W x H in (mm)- 24" / 322 Gal	-	-	142.2 (3612) x 50.4 (1280) x 124.0 (3149)	
Weight- lbs (kg)- 24" / 322 Gal- Steel	-	-	6632 (3008)	6310 (2862)
Weight- lbs (kg)- 24" / 322 Gal- Aluminum	-	-	5865 (2660)	5543 (2514)
L x W x H in (mm)- 36" / 510 Gal	-	-	142.2 (3612) x 50.4 (1280) x 136.0 (3454)	
Weight- lbs (kg)- 36" / 510 Gal- Steel	-	-	6925 (3143)	6603 (2997)
Weight- lbs (kg)- 36" / 510 Gal- Aluminum	-	-	6158 (2795)	5836 (2649)
L x W x H in (mm)- 36" / 693 Gal	-	-	142.2 (3612) x 53.0 (1346) x 136.0 (3454)	
Weight- lbs (kg)- 36" / 693 Gal- Steel	-	-	8585 (3894)	8263 (3748)
Weight- lbs (kg)- 36" / 693 Gal- Aluminum	-	-	7818 (3546)	7496 (3400)
L x W x H in (mm)- 36" / 946 Gal	-	-	208.3 (5291) x 53.0 (1346) x 136.0 (3554)	
Weight- lbs (kg)- 36" / 946 Gal- Steel	-	-	7125 (3232)	6803 (3086)
Weight- lbs (kg)- 36" / 946 Gal- Aluminum	-	-	6358 (2884)	6036 (2738)
L x W x H in (mm)- 36" / 1325 Gal	-	-	277.8 (7055) x 53.0 (1346) x 138.4 (3514)	
Weight- lbs (kg)- 36" / 1325 Gal- Steel	-	-	9600 (4355)	9278 (4209)
Weight- lbs (kg)- 36" / 1325 Gal- Aluminum	-	-	8833 (4007)	8511 (3861)

**Unit Sound Data**

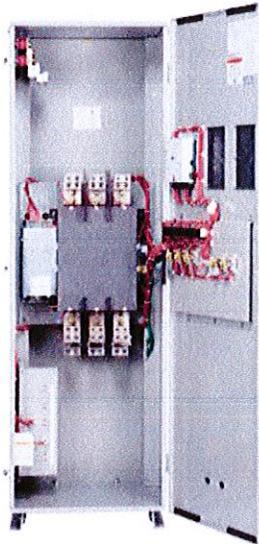
	100 kW	130 kW	150 kW	175 kW
<b>Open Set</b>				
No Load Sound Data- dBA	86	86	87	87
Full Load Sound Data- dBA	87	87	88	88
<b>Standard Enclosure</b>				
No Load Sound Data- dBA	83	83	79	79
Full Load Sound Data- dBA	83	84	81	81
<b>Level 1 Acoustic Enclosure</b>				
No Load Sound Data- dBA	76	76	73	73
Full Load Sound Data- dBA	80	81	77	77
<b>Level 2 Acoustic Enclosure</b>				
No Load Sound Data- dBA	74	74	71	71
Full Load Sound Data- dBA	76	77	73	73
<b>Level 2 Acoustic Enclosure with Motorized Dampers</b>				
No Load Sound Data- dBA	74	74	71	71
Full Load Sound Data- dBA	76	77	73	73

**Protector Plus  
Contactor Type  
Open Transition**

## Power Series Transfer Switch

100–1600 Amps

1 of 3



- Automatic Transfer Switch
- 100–1600A, up to 480 VAC, 60 Hz
- Two, Three, or Four Poles
- NEMA 1 or 3R
- Open with Inphase Transition
- UL1008 Listed
- CSA C22.2 No. 178 Certified



UL1008 Listed



NFPA 70, 99, 110, 37



NEC 700, 701, 702, 708



ISO9001, 8528, 3046, 7637,  
Pulses #2b, 4



NEMA ICS10, MG1, 250, ICS6, AB1



ANSI C62.41



Seismic: IBC 2009, CBC 2010, IBC 2012,  
ASCE 7-05, ASCE 7-10, ICC-ES AC-156  
(2012)



IEC 61000 EMC Testing & Measuring



CSA C22.2 No. 178 Certified

### DESCRIPTION:

Generac's Contactor type transfer switches are double-throw and interlocked with an over center design to ensure safe, positive transfer between power sources. The switches are three cycle rated to ease breaker selection and coordination. The mechanism is field proven and operated via a reliable, compact solenoid for high speed transfer of loads between power sources. The contacts are silver composite for long life, resisting pitting or burning. The switches are rated for full load transfers in critical operating, emergency, legally required, and optional power systems.

The microprocessor based controller is flexible with extensive programmable options. The standard product offers both open with inphase and delayed transition. The 2 line–32 character LCD displays real time and historical information with time-stamped events. The integrated plant exerciser is configurable in off, daily, 7, 14, or 28 day intervals with user configurable run time. Standard features include pretransfer contacts, three phase sensing on utility and generator sources, phase unbalance, phase reversal, load shed/ emergency inhibit and communications (Modbus® RTU).

## Power Series, Contactor Type, Open Transition

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### STANDARD FEATURES:

- Double-throw, solenoid-operated transfer mechanism
- LCD-based display for programming, system diagnostics and Help Menu display
- Mimic diagram with Source Available and Connected LED indication
- Time-stamped history log
- System TEST pushbutton
- Programmable plant exerciser - OFF, daily, 7, 14, 28 day interval selectable run time 0-600 minutes no load/load with failsafe
- Methods of transfer include: open with in-phase transition only, time delay in neutral transition, or in-phase with a default to time delay in neutral transfer
- Mechanically interlocked to prevent connection of both sources
- Field-selectable multi-tap transformer panel permits operation on a wide range of system voltages
- Modbus® RTU

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### VOLTAGE AND FREQUENCY SENSING:

- Three-phase under and over voltage sensing on normal and emergency sources
- Under and over frequency sensing on normal and emergency
- Selectable settings: single or three phase voltage sensing on normal, emergency and load 50 or 60Hz
- Phase sequence sensing for phase sensitive loads

### CONTACTS:

- Source available:
  - Source-1 Present, 2-N.O. & 2 N.C.
  - Source-2 Present, 2-N.O. & 2 N.C.
- Switch position:
  - Source-1 Position, 1-N.O. & 1-N.C.
  - Source-2 Position, 1-N.O. & 1-N.C.
- Pre-Transfer Signal Contacts 1-N.O. & 1-N.C.

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### OPTIONAL FEATURES:

- Digital Multi-function Power Metering
- General Alarm Indication
- Padlockable cover for controller
- Padlockable cover for device panel

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### UL 1008 Short-Circuit Withstand and Close On Ratings as Listed:

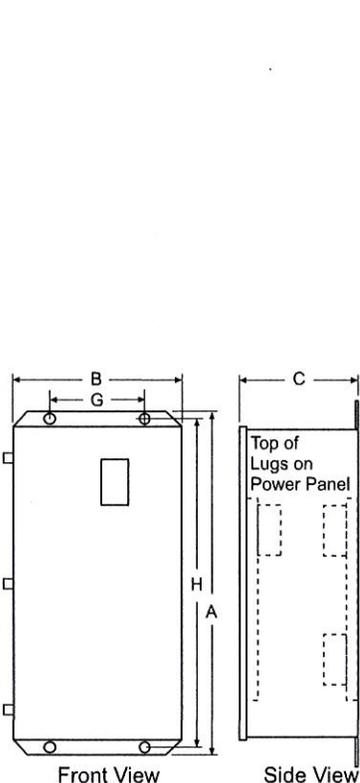
Amperage rating	Mechanism	Any Breaker	Specific Breaker
100, 200	Open with Inphase or Delayed	30,000	50,000
400	Open with Inphase or Delayed	30,000	50,000
600, 800, 1000, 1200	Open with Inphase or Delayed	50,000	65,000
1600	Open with Inphase or Delayed	50,000	65,000

## CONTACTOR-BASED TRANSFER SWITCH 100-1600A OPEN TRANSITION

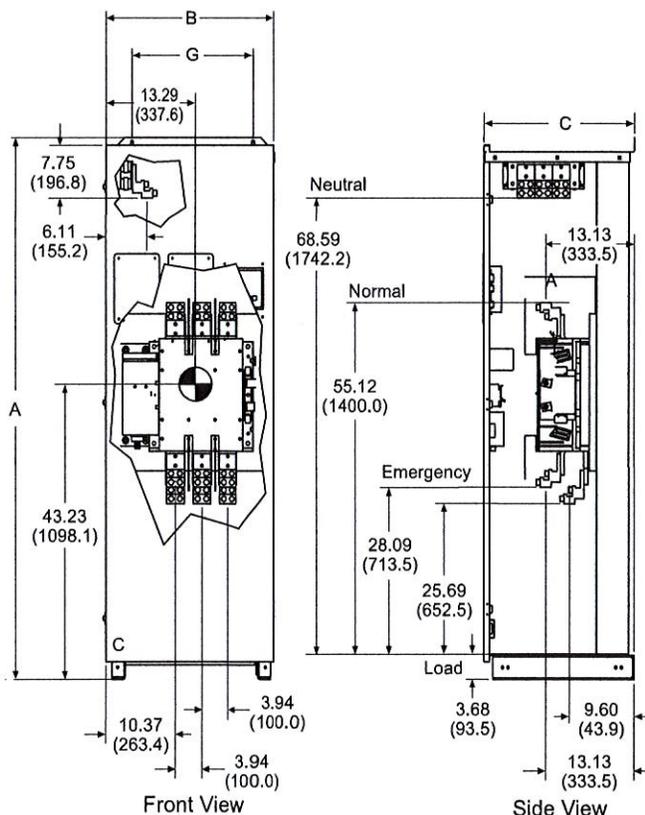
### UNIT DIMENSIONS:

Amperage Rating	Enclosure	A (Height)	B (Width)	C (Depth)	G (Horizontal)	H (Vertical)	Load Side, Normal and Standby Source	Neutral Connection	Weight Lb (kg)			
100	N1, N3R	38.68 (982.5)	18.31 (465.1)	13.34 (338.8)	15.00 (881.0)	50.75 (1289.0)	(1) #14-2/0	(3) #14-1/0	156 (71)			
150-200	N1, N3R	38.68 (982.5)	18.31 (465.1)	13.34 (338.8)	15.00 (881.0)	50.75 (1289.0)	(1) #6-250 kcmil	(3) 1/0-250 kcmil	164 (74)			
225-400	N1, N3R	52.00 (1321.0)	19.81 (503.2)	16.75 (425.5)	15.00 (881.0)	50.75 (1289.0)	(2) 3/0-250 kcmil (1) 3/0-600kcmil	(6) 250-500 kcmil	260 (118)			
600-1200	N1, N3R	79.41 (2017.0)	25.25 (641.4)	22.46 (570.5)	N/A	N/A	(4) 1/0-750 kcmil	(12) 1/0-750 kcmil	600 (272)			
			3-pole						3-pole			
1600	N1	90.00 (2286.0)	29.19 (741.4)				(4) 1/0-750 kcmil	(12) 1/0-750 kcmil	650 (295)			
			4-pole						4-pole			
			40.00 (1016.0)	29.00 (736.6)	N/A	N/A			730 (331)			
N3R	90.72 (2304.3)	40.35 (1024.9)	47.59 (1208.0)	N/A	N/A	(4) 1/0-750 kcmil	(12) 1/0-750 kcmil	780 (354)				
								3-pole				3-pole
								4-pole				830 (377)

3 of 3



Automatic, Open Transition with Inphase up to 400A Wallmount Outline NEMA 1 and NEMA 3R



Automatic, 600-1200A Open and Delayed Transition



1556 S. Teut Road  
P.O. Box 38  
Burlington, WI 53105  
(262) 763-3573 Voice  
(262) 763-9898 Fax

March 23, 2018

City of Burlington  
Police Department  
224 E. Jefferson St.  
Burlington, WI 53105

Re: Generator Upgrade  
Police Department

Dear Brian,

Rewald electric will provide labor and material to install a new 100KW Generator at the Burlington Police department for the sum Of \$68,900.00.

**Scope:**

- Provide and Install a new Kohler Model #100REOZJF 100KW Generator
- Provide and Install a new 400 Amp Kohler Transfer Switch
- Provide and Install a new Annunciator Panel
- Provide a new 400 Amp feeder from the New Generator to the new Transfer switch
- Provide a new 400Amp feeder from the New Transfer Switch to the existing Emergency Power Distribution Panel (EP)
- Provide a new 400 amp circuit breaker in the main service and a new feeder to the transfer switch.
- Provide all Excavation and concrete work for the new generator Pad
- Provide power for the battery charger and block heater
- Provide all control wiring between the generator, Transfer switch, and Annunciator Panel
- Provide 215 gallons of diesel fuel
- Provide State of Wisconsin Fuel and Tank Permitting
- Local Permits

**Alternate** – Remove the existing Generator from the site and cap the existing gas line. – ADD \$2,500.00

Thank you for the opportunity to provide this proposal. Please call if you have any questions.

Thank You

Chuck Meisner  
Rewald Electric  
262-763-3573

[chuck@rewaldelectric.com](mailto:chuck@rewaldelectric.com)



**DATE:** April 4, 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

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**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 was discussed at the March 20, 2018 Committee of the Whole meeting and is scheduled for the April 4, 2018 Common Council meeting for final consideration.

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**Attachments**

Five Star Fireworks Contract

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# 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.fivestarfiredworks.com](http://www.fivestarfiredworks.com)

**THIS AGREEMENT** is made this 6<sup>th</sup> 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)



**COMMON COUNCIL REGULAR**

**ITEM NUMBER 15B**

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**DATE:** April 4, 2018

**SUBJECT:** **MOTION 18-894** - to approve a Separation Agreement, Waiver and Release between the City of Burlington and City of Burlington Police Department employee, Kim Hardesty.

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

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**BACKGROUND/HISTORY:**

On October 17, 2017 the Common Council approved an contract for Joint Dispatch Services between Racine County, the City of Racine, the Village of Caledonia, the Village of Mt. Pleasant, and the Village of Sturtevant. Following the end of City-performed dispatch services, Chief Mark Anderson and City Administrator Carina Walters, assessed the existing Police Department structure and identified ways in which the Department could operate in a more efficient and effective manner. The intent of the review and reorganization was designed to enhance the effectiveness and efficiency of all Police Department staff and identify the potential community and organizational benefits of a department reorganization.

On March 6, 2018, the Common Council adopted a reorganization plan for the City of Burlington Police Department submitted by city staff pertaining to the elimination of the Administrative Services Supervisor position.

The Separation Agreement between the City and Kim Hardesty is the final step in the elimination of the Administrative Services Supervisor position.

**BUDGET/FISCAL IMPACT:**

**RECOMMENDATION:**

Staff recommends approval of this Motion.

**TIMING/IMPLEMENTATION:**

This item is for discussion at the April 4, 2018 Committee of the Whole meeting and due to timing, is scheduled for final consideration at the same evening Common Council meeting.

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**Attachments**

KH\_Separation Agreement

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**SEPARATION AGREEMENT, WAIVER AND RELEASE BETWEEN:  
CITY OF BURLINGTON AND KIM HARDESTY**

**THIS AGREEMENT** by and between the City of Burlington (the "City") and Kim Hardesty ("Employee") is made and is effective as of the date following the revocation period identified herein and the formal approval of this Agreement by the City Council of the City of Burlington (the "Effective Date").

**WHEREAS**, Employee was employed by the City as Administrative Services Supervisor;

**WHEREAS**, the City endured catastrophic rain and flooding in July 2017 that destroyed equipment in the Dispatch Center, resulting in the City's decision to eliminate the Dispatch Center and contract out for services through a Joint Dispatch Services Agreement resulting in the elimination of five other City employment positions and resulting in a significant change in responsibilities previously performed by the Administrative Services Supervisor;

**WHEREAS**, the City has reviewed this change in responsibilities for the Administrative Services Supervisor and has reorganized the Police Department to eliminate this position and to move those responsibilities among various remaining positions;

**WHEREAS**, the City and Employee desire, through this Agreement, for the City to make salary continuation pay and benefits in this Agreement available to the Employee and to settle all claims between the parties related to Employee's employment with the City and Employee's separation, and any other claims; and

**WHEREAS**, Employee and the City desire to accept the terms of this Agreement.

**NOW, THEREFORE**, the parties to this Agreement, in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are here by acknowledged, agree as follows:

1. **Deadline and Separation.** Employee and City agree that Employee shall separate from employment with the City effective on or before the end of the workday on March 7, 2018 (the "Separation Date"). Employee's separation is final and Employee's employment shall end on March 7, 2018 regardless of the terms of this Agreement. The remaining terms and conditions proposed in this Agreement will not be effective unless this Agreement is signed by Employee and returned to the City Administrator not later than March 28, 2018 (or twenty-one days after the date this Agreement is provided). Such return may be accomplished by personal delivery or by mailing a signed copy of the Agreement to the City Administrator's attention in a postage prepaid envelope postmarked on or before March 28, 2018. As a result, no payments or benefits under this Agreement will be made to Employee until after the Effective Date, and payments due to Employee that accrue prior to the Effective Date shall be made on the second payroll period following the Effective Date.

2. **Payments.** In consideration for Employee's acceptance of this Agreement, and in addition to the payment of final wages due, including accrued but unused vacation, Employee will continue to be paid only Employee's regular wage as if regularly scheduled to work from the Separation Date through November 7, 2018 ("Salary Continuation Pay") according to the document marked as Exhibit A. These payments will be made on the City's regularly scheduled paydays in accordance with the pay periods and will be less applicable payroll taxes. All Salary Continuation Pay and other payments under this Agreement are being allocated for purposes of unemployment insurance to each of the pay periods occurring during the applicable pay period. This Agreement does not guarantee Employee the receipt of unemployment benefits. Employee's remaining accrued but unused vacation time shall be paid out to Employee in a separate lump sum payment in accordance with relevant wage and hour regulations.
3. **Benefits.** All benefits through the City will terminate as of midnight on May 31, 2018, except that, in consideration of Employee's promises and obligations under this Agreement, the City shall pay the City's share of Employee's City-provided health insurance premiums through May 31, 2018, and Employee shall be responsible for paying the Employee's share. The City agrees to deduct the Employee's share via payroll deduction if permitted by law. For purposes of state and federal insurance continuation laws, including COBRA, the City will send out separate notice of Employee's rights under those laws. Employee acknowledges and agrees that Employee is entitled to no further payments, compensation or benefits, unless otherwise stated in this Agreement. Employee agrees that all payments have been made to Employee as part of this Agreement through any payments made herein, and Employee hereby waives any rights to compensation, leave, or benefits from the City.
4. **Waiver and Release.** In consideration of the City's obligations and promises under this Agreement, Employee does hereby fully and forever discharge and release the City, which includes all departments and agencies, and all of the foregoing's past and present employees, officers, agents, representatives, insurers, and attorneys (collectively, the "Released Parties"), from any and all actions, causes of action, claims, demands, damages (including but not limited to punitive damages), costs, expenses, attorneys' fees, and compensation on account of, or in any way growing out of any and all known and unknown damage resulting to or to result from any action by the Released Parties which arose on or before the date of Effective Date of this Agreement.

By way of example, only, and without in any way limiting the generality of the foregoing language, Employee's release shall include all claims for relief or causes of action under Title VII of the Civil Rights Act of 1964, as amended, the Americans With Disabilities Act of 1991, 42 U.S.C. § 12101 et seq.; the Rehabilitation Act of 1973, as amended, 29 U.S.C. secs. 791, 793 and 794; the Age Discrimination in Employment Act; the Genetic Information Nondiscrimination Act of 2008 — Public Law 110-233; the Civil Rights Enforcement Statutes, 42 U.S.C. secs. 1981 through 1988; the Age Discrimination in Employment Act; the Lilly Ledbetter Act, 42 U.S.C. 2000e-5; the Equal Pay Act, 29 U.S.C. 206; Employee Retirement Income Security Act of 1974, 29 U.S.C. sec. 1001, et seq.; the National Labor Relations Act; 29 U.S.C. sec 151, et seq.; the Fair Labor

Standards Act of 1938, 29 U.S.C. § 201 et seq.; the Occupational Safety and Health Act of 1970, 29 U.S.C. § 651 et seq.; the Family and Medical Leave Act of 1993, 29 U.S.C. § 2601 et seq.; the Sherman Act, as amended, 15 U.S.C. §1 et seq.; §15 U.S.C. §12 et seq.; the Wisconsin Fair Employment Laws, § 111.33, et seq.; the Wisconsin Family and Medical Leave Act, § 103.10, Wis. Stats., Wisconsin Statute Section 111.70; state and federal Whistleblower laws, and any other federal, state or local statute, ordinance, or regulation or public policy dealing in any respect with employment, discrimination, harassment, retaliation, adverse employment action, or separation of employment, including any claims alleging a violation of public policy, and, in addition, from all claims, demands, or actions brought on the basis of alleged wrongful or retaliatory discharge, breach of an oral or written contract, misrepresentation, defamation, interference with contract or intentional or negligent infliction of emotional distress, damage to business or professional reputation, conspiracy, negligence, invasion of privacy, or any other intentional tort or negligence claim or contract claim of any sort under the common law of any state or other jurisdiction.

The parties understand and agree Employee affirmatively waives any right to personal relief under a charge, lawsuit, or claim filed against the Released Parties with the Equal Employment Opportunity Commission or Equal Rights Division to the extent such relief is legally subject to waiver for any cause of action released under this Agreement.

The parties understand and agree Employee waives any right to and shall not accept or recover any monetary damages or any other damages or anything of value from the Released Parties as a result of filing a lawsuit, charge, claim, or action or for any related claim, action or judgment against the Released Parties. Employee agrees that in the event Employee, or another person acting on Employee's behalf and with Employee's authorization, files for or receives any money or benefit as a result of such lawsuit, charge, claim, action, investigation, charge or proceeding or related claim, action or judgment, that is paid by the Released Parties, then Employee shall indemnify and fully reimburse the Released Parties for its costs and attorneys' fees in defending the action, regardless of the outcome of any case, and Employee shall indemnify and fully reimburse the Released Parties for any amounts paid to Employee, to Employee's attorneys, or on Employee's behalf within ten days of the receipt of such payment.

Employee waives her right to file and process any grievance pursuant to the City's Wis. Stat. § 66.0509 grievance procedure and applicable grievance policy.

This Section 4 shall have no effect on and shall not apply to any claim by Employee: (a) to receive any vested retirement benefits; (b) pursuant to Wisconsin's worker's compensation laws or Wisconsin's unemployment compensation laws; or (c) any claim to challenge the validity of this Agreement or this Section 4. This Section 4 shall also have no effect on any claim Employee may have against a Released Party involving purely personal conduct by that Released Party wherein the City or any other Released Party has no duty to defend or indemnify that Released Party.

5. **Older Workers Benefit Protection Act.** This Agreement is governed by the Older Workers Benefit Protection Act. Under this Act, Employee has been offered at least twenty-one (21) days after being given this Agreement during which Employee may consider whether or not to sign this Agreement. Further, in compliance with that Act, Employee has seven (7) days following Employee's signing of this Agreement during which Employee may revoke this Agreement. Therefore, this Agreement will not be effective or enforceable until the eighth day after the date Employee signs this Agreement for delivery to the City and the formal approval of this Agreement by the City Council of the City of Burlington ("Effective Date"). To be effective, a revocation must be received in writing within the seven (7) day period by the City Administrator. The parties understand and agree that if Employee revokes this Agreement within the seven-day period referred to above, the City will not have any obligation to Employee under this Agreement.
6. **Advice to Consult Legal Counsel.** Because this Agreement includes a waiver of Employee's rights under the Age Discrimination in Employment Act, Title VII of the Civil Rights Act of 1964, the Wisconsin Fair Employment Act, and the other statutes and claims referred to in Section 4, Employee is advised to consult an attorney before signing this Agreement.
7. **Acknowledgement.** Employee acknowledges the City has given Employee at least twenty-one (21) days to read this Agreement, to discuss the terms and conditions of this Agreement with Employee's adviser of choice, and to consider whether or not to sign this Agreement. Employee agrees Employee has read this Agreement and fully understands the terms and conditions thereof, which are contractual and binding and are not merely a recital. Employee acknowledges that Employee has had sufficient time to read this Agreement and consider acceptance of it and voluntarily enters into this Agreement with full knowledge of its meaning and with the specific intention of resolving all outstanding matters involving the City. In entering into this Agreement, Employee is relying on Employee's own judgment and knowledge and not on representations or statements made by the City.
8. **No Admission of Liability.** The parties' participation in this Agreement is not to be construed as an admission of any wrongdoing or liability whatsoever by or on behalf of Employee, the City, or the City's employees, officers, agents, representatives, insurers, and attorneys.
9. **Choice of Law and Entire Agreement.** This Agreement shall be construed and enforced in accord with the laws of the State of Wisconsin. It constitutes the entire agreement between the parties as to issues provided for in this Agreement and is based on language mutually presented and agreed to by the parties and as a result no rules of construction shall be applicable to either party. Headings are for the convenience of the parties only and shall not affect the interpretation or application of this Agreement.
10. **Severability.** If for any reason a court of competent jurisdiction finds any provision of this Agreement to be illegal or unenforceable, the offending provision will be deemed amended or deleted to the extent necessary to conform to the applicable law and without

materially altering the mutual interest of the parties to facilitate Employee's separation from the City without the assertion of any claims released in Section 4 and with the fullest protection of the City as identified in that Section.

11. **Counterparts.** This Agreement may be executed in counterparts and shall be as effective as if executed on one document. Facsimile and electronic signatures shall be as effective and valid as original signatures.

**IN WITNESS THEREFORE,** the undersigned further state that they have carefully read the foregoing Agreement, know and understand its contents and sign the same under their own free will, being duly authorized to do so.

Approved by the City of Burlington on \_\_\_\_\_, 2018.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mayor Jeannie Hefty, City of Burlington

\_\_\_\_\_  
Date

\_\_\_\_\_  
Diahn Halbach, City Clerk, City of Burlington

**I ACKNOWLEDGE THAT I HAVE READ AND FULLY UNDERSTAND THE FOREGOING AGREEMENT. I FURTHER ACKNOWLEDGE THAT THE AGREEMENT FULLY AND ACCURATELY SETS FORTH THE TERMS AND CONDITIONS DISCUSSED AND AGREED UPON FOR MY SEPARATION FROM THE CITY. I HEREBY AGREE TO ALL SUCH TERMS AND CONDITIONS AND ACKNOWLEDGE THAT I HAVE BEEN GIVEN 21 DAYS AFTER BEING GIVEN THIS AGREEMENT TO CONSIDER WHETHER OR NOT TO SIGN THE AGREEMENT.**

3-20-18  
Date

By: Kim M. Hardesty  
Employee (Print Name): KIM M. HARDESTY  
Address: 5738 GAIL LYNN TRAIL  
BURLINGTON, WI 53105

**Exhibit A – Agreed Upon Separation Payment List for Kim Hardesty**

FN	LN	TITLE	HIRE	YRS	Hourly Base	Severance -1 Week Per Year
Hardesty	Kim	Administrative Services Supervisor	9/12/1983	34.51	\$35.69	\$49,265.89



**COMMON COUNCIL REGULAR**

**ITEM NUMBER 15C**

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**DATE:** April 4, 2018

**SUBJECT:** MOTION 18-895 - to approve an Airport Hangar Lease with Chadd Hartwig for 940 Bravo Taxiway, at the Burlington Municipal Airport.

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

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**BACKGROUND/HISTORY:**

The Airport Committee met on March 22, 2018 and recommends that the City enter into a not-to-exceed twenty-nine (29) year Airport Hangar Lease agreement with Chadd Hartwig for 949 Bravo Taxiway.

The amount of the lease equals the sum of \$.095 cents per square foot for the leased area, which contains a total of 3,000 square feet, for a total amount of \$285.00, prorated in the first and last years of the Lease with the first-year payment of \$0 due at signing, and payable thereafter in advance of the 1st day of January of each and every consecutive year of the lease term commencing on January 1, 2018.

**BUDGET/FISCAL IMPACT:**

An annual payment of \$285.00 will be paid to the City each year by January 1 for lease of the hangar.

**RECOMMENDATION:**

Staff recommends approval of this Airport Hangar Lease with Chadd Hartwig.

**TIMING/IMPLEMENTATION:**

This item is scheduled for discussion at the April 4, 2018 Committee of the Whole meeting, and due to timing, is scheduled for final consideration at this evening's Common Council meeting.

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**Attachments**

Hangar Lease

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## Bill of Sale

This Bill of Sale is made on March 1<sup>st</sup>, 2018 between Chris Meisner and Robert Dillman ("Sellers") and Chadd Hartwig ("Buyer").

The Sellers in exchange for consideration of \$68,000 USD, the receipt of which funds is acknowledged, hereby do grant, sell, transfer, and deliver to Buyer the following property: 949 Bravo Taxiway Hangar at the Burlington Municipal Airport-- Burlington, Wisconsin.

Buyer shall have full rights to property described above.

The Sellers are the lawful owners of the property and said property is free from all encumbrances. It is understood that the hangar is sold "As-Is" with no warranties implied of any kind.

Signature of Seller #1 Robert C. Dill Date 2/27/18

Signature of Seller #2 C. Meisner Date 2/27/18

Signature of Buyer Chadd Hartwig Date 2/27/18

Purchase & Sale Agreement  
949 Bravo Taxiway Hangar – Burlington Airport (KBUU)

Date: March 1st, 2018

Subject: Purchase & Sale Agreement of Hangar building at 949 Bravo Taxiway at Burlington Municipal Airport – Burlington, Wisconsin (Hereinafter "The Hangar").

Mr. Chadd Hartwig (hereinafter "Purchaser") agrees to purchase The Hangar from Meisner-Dillman, LLC (hereinafter "Seller"). The details of the transaction are as follows:

1. Purchase Price: Purchaser hereby shall purchase The Hangar from Seller for a purchase price of Sixty Eight Thousand US Dollars (\$68,000.00 USD). The Purchase Price shall be payable to Seller by check, bank wire, or cash and this purchase is not subject to any financing.
2. Specifications: Specifications for The Hangar can be seen attached in "Exhibit A".
3. Closing: A definitive closing date has been set for March 1<sup>st</sup>, 2018.
4. Conditions at Delivery: Seller shall deliver The Hangar to Purchaser in the following condition at Closing:
  - A. Hangar shall be cleaned properly of any personal items other than those of the current tenants.
5. Expenses: Each party shall be responsible for their respective expenses associated with closing this transaction (ie. Any applicable taxes, etc.)

THE UNDERSIGNED HEREBY WARRANTY THAT THEY HAVE THE AUTHORITY TO EXECUTE THIS AGREEMENT.

SELLER: Meisner-Dillman, LLC

PURCHASER: Chadd Hartwig

Accepted by Seller this 7<sup>th</sup> day of Feb, 2018. Presented by Purchaser this 7<sup>th</sup> day of February, 2018.

Signed: Robert C. Dillman  
 Name: Robert C. Dillman Title: CO-OWNER

Signed: Chadd W. Hartwig  
 Name: Chadd W. Hartwig Title: Owner

Signed: Christopher D. Meisner  
 Name: Christopher D. Meisner Title: CO-owner

Signed: \_\_\_\_\_  
 Name: \_\_\_\_\_ Title: \_\_\_\_\_



## AIRPORT LEASE

This lease Agreement, made and entered into this 1<sup>st</sup> day of March, 2018 by and between the City of Burlington, State of Wisconsin, a municipal corporation existing through and under the authority of the laws of the State of Wisconsin, hereinafter referred to as "Lessor", and Chadd Hartwig whose mailing address is N2225 Six Corners Rd. Walworth, WI 53184 hereinafter referred to as "Lessee"; the Lessor and Lessee for and in consideration of the keeping by the parties of their respective obligations hereinafter contained, agree as follows:

### ARTICLE 1 PREMISES SUBJECT TO LEASE

The premises subject of this Lease are:

That part of the hangar area of the Burlington Municipal Airport delineated on the official map of the Burlington Municipal Airport maintained at the office of the City Clerk at City Hall and identified as 949 Bravo Taxiway. This Lease does not include use of City Water.

### ARTICLE 2 TERM

The term of this Lease shall be from March 1, 2018 to February 29, 2047 [not to exceed 29 years] both dates inclusive. This Lease shall be automatically renewed for successive ten-year periods thereafter upon mutually agreed-upon terms and approval of the renewal shall not be unreasonably withheld by the Lessor. This Lease is not transferable, See Article 5, Section G.

### ARTICLE 3 RENT

The Lessee shall pay to the Lessor as rent for the Leased Premises the sum of \$ .095 cents per square foot for the leased area, which contains a total of 3000 square feet, for a total amount of \$ 285.00, prorated in the first and last years of the Lease with the first-year payment of \$ 0 due at signing, and payable thereafter in advance of the 1st day of January of each and every consecutive year of the lease term commencing on January 1, 2018 subject to the provisions set forth in Article 5, Section A.

### ARTICLE 4

Lessee agrees that rent charged is based on intended:

XX Personal Use, defined as the use of the Leased Premises in a manner which does not meet the definition of Commercial Use; or

\_\_\_\_\_ Commercial Use, defined as the operation of an airport-related business, which is open to the public, on or in the Leased Premises.

Lessee may change the intended use to that of another type, to be effective the following January 1<sup>st</sup>, if Lessee petitions the Airport Committee in writing no later than December 10<sup>th</sup> and the Committee approves the change no later than its December meeting. See also Article 5, Section F.

## ARTICLE 5

### ADDITIONAL PROVISIONS

- A. RENTAL INCREASES.** The Lessor may adjust the rental charge rate in the year 2010 and every five years thereafter, as determined by the Airport Committee in the same proportion as the cumulative change in the Consumer Price Index for all urban customers (CPI-U) over the same time period. In the event of a rate change, Lessor shall give Lessee sixty (60) days advance notice.
- B. IMPROVEMENTS.** Lessee agrees to erect on the Leased Premises a hangar, if not already constructed, and shall comply with all ordinances, building codes, and zoning restrictions for said airport, and the rules, regulations, and orders of the Airport Committee relative thereto.
- C. USE OF FACILITIES.** Lessee shall have the right to the non-exclusive use in common with others of the airport parking areas, appurtenances and improvements thereon; the right to install, operate, maintain and store, subject to approval of the Airport Committee, all equipment necessary for the safe hangaring of the Lessee's planes, specifically excluding any aviation gasoline or fuel; the right of ingress to or egress from the demised premises, which shall extend to Lessee's employees, guests and patrons; the right, in common with others so to do, to use common areas of the airport including runways, taxiways, aprons, roadways, and other conveniences for the take-off, flying and landing of aircraft of Lessee. Lessee shall not store any equipment or other material outside of its hangar without the written consent of the Airport Committee.
- D. COMPLIANCE WITH LAWS.** Lessee agrees to observe and obey during the term of this Lease all laws and ordinances, and the rules and regulations promulgated and enforced by the Airport Committee of the City of Burlington, and other proper authority having jurisdiction over the conduct of the operations of the airport including city, county, state and federal agencies or departments.
- E. INDEMNIFICATION.** Lessee agrees to indemnify and hold the Airport Committee and the City of Burlington free and harmless from loss from each and every claim and demand, of whatever nature, made on the behalf of or by any person or persons for any act or omission on the part of the Lessee, or Lessee's agents, employees, guests and patrons and from all loss or damage by reason of such acts or omissions.
- F. SUBLEASE-RENTAL OF PREMISES.** Lessee may sublet portions of the hangar constructed on the Leased Premises for the same purposes as stated in this Lease, subject to this policy of the Airport Committee relative to rental rates: It is agreed and understood by Lessee that the rate agreed to in this Lease is for (choose one) XX personal use \_\_\_\_\_ commercial use. Under this agreement it is understood by the parties that if property is sublet, the appropriate rate will be applied to this Lease from the following January 1. In the event that Lessee fails to disclose a sublease, he agrees to pay the City the amount of the increased rental for the period of any failure to so disclose.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Q. NON-DISCRIMINATION.** The Lessee, for himself or successors in interest and assigns, as a part of the consideration hereof, does hereby covenants and agree that: (1) no person, on the grounds of race, color, religion, or national origin, shall be excluded from participation in, denied the benefits of, or otherwise subject to discrimination in the use of the leased facilities of the City of Burlington Municipal Airport; (2) in the construction and maintenance of any improvements on, over, or under such land and the furnishing of services thereon or therein, no person on the grounds of race, color, religion or national origin shall be excluded from participation in, denied the benefits of, or otherwise subject to discrimination; (3) the Lessee shall use the premises in compliance, as applicable, with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Sub-Title A, Office of the Secretary, Part 2I, Non-Discrimination, in federally assisted programs of Title VI of the Civil Rights Act of 1964, and as said regulation may be amended.

**R. HAZARDOUS SUBSTANCE INDEMNIFICATION.** Lessee represents and warrants that its use of the Premises herein will not generate any Hazardous Substance, and it will not store or dispose on the Premises nor transport to or over the Premises any Hazardous Material or Substance in violation of any applicable federal, state, or local law, regulation or rule then presently in effect. Lessee further agrees to hold the City of Burlington harmless from and indemnify the City of Burlington against any release of such Hazardous Substance and any damage, loss, or expense or liability resulting from such release, including all attorney's fees, costs and penalties incurred as a result thereof which was caused by Lessee or any of its employees or agents. "Hazardous Substance" shall be interpreted broadly to mean any substance or material defined as a radioactive substance, or other similar term by any federal, state or local environmental law, regulation or rule presently in effect or promulgated

in the future, as such laws, regulations or rules may be amended from time to time, and it shall be interpreted to include, but shall not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease.

The City of Burlington represents and warrants that it has no knowledge of any Hazardous Substance existing on the Owned Premises in violation of any applicable federal, state or local law, regulation or rule. The City of Burlington further agrees to hold Lessee harmless from and indemnify Lessee against any damage, loss, or expense or liability resulting from the existence on the Owned Premises of any such Hazardous Substance, including all attorneys' fees, costs and penalties incurred as a result thereof, unless caused by Lessee, any other Lessee, or any of their employees, agents, guests or patrons.

**S. INSURANCE.** The Lessee agrees that it will deposit with the Lessor a policy of comprehensive liability insurance. The policy shall be issued by a company licensed to do business in Wisconsin and shall insure the Lessee against loss from liability to the amount of \$1,000,000 for each occurrence and in the amount of \$2,000,000 aggregate, which shall name the Lessor as an additional insured. The cancellation or other termination of any insurance policy issued in compliance with this section shall automatically terminate the Lease unless another policy has been filed and approved pursuant to this section and shall be in effect at the time of such cancellation or termination.

**T. SNOW REMOVAL POLICY.** The Lessor's and the Lessee's responsibilities for snow removal are defined under the City of Burlington's Snow Removal Policy. This Policy was adopted by a resolution of the Burlington Common Council. This policy may be amended or updated at any time without notification. Each party agrees to abide by the then-current terms of said Policy.

**U. TERMINATION.** (1) By Default. In the event that Lessee defaults under Article 5, Sections H., M., or S., or by other operation of law, the tenancy shall be terminated, Lessor shall have the right to re-enter or repossess the leased property, either by force, summary proceedings, surrender, or otherwise, and dispossess and remove there from Lessee, and its effects, without being liable to any prosecution therefore, and Lessee shall surrender possession of the premises, and Lessee hereby expressly waives the service of notice of intention to re-enter or of instituting legal proceedings to that end.

(2) By Expiration. In the event that this Lease is terminated pursuant to Article 2 hereof, Lessee shall either: a. Sell its hangar to a third party, and the buyer thereof shall enter into a new Lease with the City of Burlington, which sale and transfer shall not be effective until and unless approved by the Common Council; or b. By or before the last date of the term of the Lease, remove its hangar and all equipment and restore the premises to the condition it was in prior to the construction of the hangar.

(3) By Mutual Consent. This Lease may be terminated by the mutual consent of the parties, upon the entry into a new Lease or such other terms and conditions agreed to as evidenced by the signatures of the parties hereto.

(4) Lien Rights. Lessor shall, in any event, have liens on Lessee's hangar and other personality, including Lessee's aircraft, pursuant to Wis. Stat. §§ 704.05(5) and 779.43(3), and shall enforce such liens as provided by law, but shall have, in addition to those rights provided by Wis. Stat. § 704.05(5)(a) 1. and 2., the right to demand payment of past due rent and/or other charges due from Lessee under the terms of this Lease for release of the lien, or apply the

proceeds of sale to past due rent and/or other charges due from Lessee under the terms of the Lease.

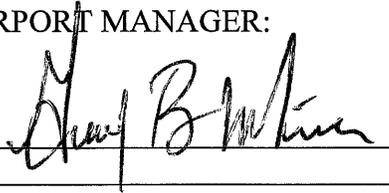
V. GENERAL PROVISIONS. The following provisions shall apply to this Agreement:

- (1) Rights and liabilities of the parties shall bind and inure to the benefit of their personal representatives, heirs, successors and assigns.
- (2) This agreement constitutes the entire agreement pertaining to the subject matter and supersedes all prior and contemporaneous agreements of the parties in connection therewith.
- (3) In construing this Lease, feminine or neuter pronouns may be substituted for those masculine in form and vice versa and plural terms may be substituted for singular and singular for plural in any place in which the context so requires.
- (4) The captions contained in this Agreement are for reference only and do not form part of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals they day and year first herein written.

Approved by the Airport Committee on: March 22, 2018

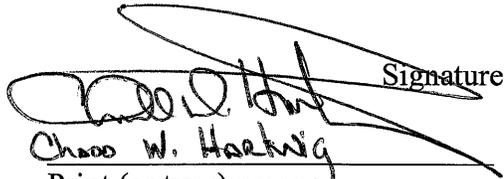
AIRPORT MANAGER:



Signature

Gary B. Meisner  
Print (or type) name

LESSEE:

 Signature  
Chad W. Hartwig  
Print (or type) name

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

CITY OF BURLINGTON

\_\_\_\_\_  
Signature

Owner  
Title