



**AGENDA
COMMON COUNCIL**

Tuesday, October 2, 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
Theresa Meyer, Alderman, 1st District
Bob Grandi, Alderman, 2nd District
Ryan Heft, Alderman, 2nd District
Steve Rauch, Alderman, 3rd District
Jon Schultz, Council President, Alderman, 3rd District
Thomas Preusker, Alderman, 4th District
Todd Bauman, Alderman, 4th District

1. **Call to Order / Roll Call**
2. **Pledge of Allegiance**
3. **Citizen Comments**
4. **Chamber of Commerce Representative and Rescue Squad Representative**
5. **Approval of Minutes** (*T. Meyer*)
 - A. Approval of the September 18, 2018 Common Council Minutes.
6. **Letters and Communications** - There are none.
7. **Reports by Aldermanic Representatives and Department Heads**
8. **Reports** (*B. Grandi*)
 - A. Approval of Reports 1-4 as submitted.
9. **Payment of Prepays and Vouchers** (*R. Heft*)

A. Approval of the Prepaid and Voucher list for bills accrued through October 2, 2018:

Total Prepaid:	\$197,008.63
Total Vouchers:	\$ 63,389.94
Grand Total:	\$260,398.57

10. **Licenses** (*S. Rauch*)

A. To approve Operator's Licenses as submitted.

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

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

13. **RESOLUTIONS:**

A. **Resolution 4919(21)** - To approve Amendment Number Two to the Planned Unit Development Agreement for the Meadows at Pine Brook Condominium Development. (*J. Schultz*)

14. **ORDINANCES:**

A. **Ordinance 2041(7)** - To consider a rezone for property located at S. Kane Street (at Industrial Drive) from A-1, Agriculture/Holding District to M-2, General Manufacturing District. (*T. Preusker*)

15. **MOTIONS:** There are none.

16. **ADJOURNMENT** (*T. Bauman*)

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



COMMON COUNCIL REGULAR

ITEM NUMBER 5A

DATE: October 2, 2018

SUBJECT: MINUTES - Approval of the September 18, 2018 Common Council Minutes.

SUBMITTED BY: Diahnn Halbach, City Clerk

BACKGROUND/HISTORY:

The attached minutes are from the September 18, 2018 Common Council meeting.

BUDGET/FISCAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval of the attached minutes from the September 18, 2018 Common Council meeting.

TIMING/IMPLEMENTATION:

This item is scheduled for final consideration at the October 2, 2018 Common Council meeting.

Attachments

CC Min



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

**CITY OF BURLINGTON
Common Council Minutes
Jeannie Hefty, Mayor
Diahnn Halbach, City Clerk
Tuesday, September 18, 2018**

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

Mayor Hefty called the Common Council meeting to order at 7:04 p.m. Roll Call - Present: Mayor Hefty, Alderman Susan Kott, Alderman Theresa Meyer, Alderman Bob Grandi, Alderman Ryan Heft, Alderman Steve Rauch, Alderman Jon Schultz, Alderman Todd Bauman. Excused: Alderman Tom Preusker.

Staff present: Administrator Carina Walters, City Attorney John Bjelajac, Finance Director Steve DeQuaker, Assistant City Administrator/Zoning Administrator Megan Watkins, Public Works Director Peter Riggs, Police Chief Mark Anderson, and Intern Nick Faust.

2. **Pledge of Allegiance**

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

4. **Chamber of Commerce Representative and Rescue Squad Representative** - There were no representatives.

5. **Approval of September 4, 2018 Common Council Minutes**

Motion: Alderman Bauman. Second: Alderman Kott. With all in favor the motion carried.

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

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

Alderman Bauman inquired about the Annual Community Block Party and asked if this event would still be happening or not. Administrator Walters responded that it currently isn't feasible to host a block party due to the construction of the Burlington Pool.

Director DeQuaker reported that relief aid from the 2017 Flood has been received for the total amount of \$207,000.

Chief Anderson followed up with a citizen comment from the September 4, 2018 Committee of the Whole meeting regarding parking regulations in the Industrial Park and stated there are no regulations.

8. **Approval of Reports 1-4**

Motion: Alderman Bauman. Second: Alderman Heft. With all in favor the motion carried.

9. **Approval of Payment of Prepaids and Vouchers**

Motion: Alderman Kott. Second: Alderman Rauch. Roll Call Vote: Aye - 7. Nay - 0. The motion carried.

10. **LICENSES**

A. **Approval of Operator Licenses**

Motion: Alderman Meyer. Second: Alderman Kott. Roll Call Vote: Aye - 7. Nay - 0. The motion carried.

B. **To approve the Denial of an Operator's License to Brandon S. Pfitzenmeier**

Motion: Alderman Grandi, Second: Alderman Bauman. Roll Call Vote: Aye - 7. Nay - 0. The motion carried.

11. **Approval of Special Events**

Motion: Alderman Heft. Second: Alderman Rauch. With all in favor, the motion carried.

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

13. **PUBLIC HEARING**

Mayor Hefty called a Public Hearing to order at 7:11 p.m. to hear comments and concerns regarding a rezone request for property located at S. Kane Street (at Industrial Drive). There were no comments.

Alderman Rauch motioned to close the Public Hearing. Alderman Kott seconded. Mayor Hefty closed the Public Hearing at 7:11 p.m.

14. **RESOLUTIONS:** There were none.

15. **ORDINANCES:** There were none.

16. **MOTIONS:**

A. **Motion 18-912** - To approve a revision to the City of Burlington Employee Handbook.

Motion: Alderman Schultz. Second: Alderman Bauman. With all in favor the motion carried.

17. **ADJOURN INTO CLOSED SESSION** - This item was tabled to a future meeting. No date was set.

18. **ADJOURNMENT**

Motion: Alderman Kott. Second: Alderman Schultz. The meeting adjourned at 7:12 p.m.

Minutes respectfully submitted by:

Diahnn C. Halbach
City Clerk
City of Burlington



COMMON COUNCIL REGULAR

ITEM NUMBER 8A

DATE: October 2, 2018

SUBJECT: REPORTS - Approval of Reports 1-4 as submitted.

SUBMITTED BY: Diahnn Halbach, City Clerk

BACKGROUND/HISTORY:

Attached please find the following reports:

Airport Minutes 7-26-18

Historic Preservation Commission Minutes 8-23-18

Library Meeting Minutes 8-28-18

Committee of the Whole Minutes 9-18-18

BUDGET/FISCAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends that Council approve the submitted reports.

TIMING/IMPLEMENTATION:

This item is scheduled for consideration at the October 2, 2018 Common Council meeting.

Attachments

Airport Minutes

HPC Minutes

Library Minutes



City of Burlington Airport Committee Minutes

Date: July 26, 2018

Meeting was called to order at 6:00 pm at the BUU Terminal Building.

Present: Jerry DeLay
Alderman Ryan Heft
Annette Rule
Rob Bach
Arlene Runkel
David Uhen
Gary Meisner

Motion was made by DeLay, seconded by Bach, to approve the April 26, 2018 minutes as written. Motion carried.

Open Floor Audience comments: None

Airport Manager's Report:

BUU will amend websites to list BUU's Airport Car as available from 9-5, Monday-Friday or by arrangement via phone for other items.

New Business:

BUU will be upgrading insulation in the Municipal Hangar.

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

Meeting was adjourned at 6:22 PM

Next meeting will be August 23, 2018 at 6:00 PM.

Respectfully submitted,
Arlene Runkel
Committee Secretary



**HISTORIC PRESERVATION COMMISSION
MEETING MINUTES
Thursday, August 23, 2018**

The meeting was called to order by Chairman Darrel Eisenhardt at 6:30 p.m. Aldermanic Representative Susan Kott; Commissioner Steve Wagner; Commissioner Frank Capra were present. Commissioner Maria Veronico; Commissioner Kevin O'Brien; and Commissioner Daniel Colwell were excused.

CITIZEN COMMENTS

Judith Schulz, 533 Milwaukee Avenue, handed out a picture of historic buildings with canvas awnings. Ms. Schulz stated in the "U.S. Department of the Interior National Park Services Cultural Resources" and "Wisconsin Historical Society" guidelines it states that painting masonry is not recommended on buildings that have previously unpainted surfaces.

APPROVAL OF MINUTES

Aldermanic Representative Kott moved, and Commissioner Wagner seconded to approve the minutes of July 26, 2018.

LETTERS AND COMMUNICATIONS

None

OLD BUSINESS

A. 164 E. Washington Street – Jivilee, discussed at July 26, 2018 meeting

1. Present update regarding a Certificate of Appropriateness approved July 26, 2018 to improve the front and two sides of the façade, and Sign Permit approved July 26, 2018 to install a sign, subject to Plan Commission decision

- Chairman Eisenhardt introduced and opened this item for discussion.
- Stephanie Heft, representative, explained there will be three long pendent lights hanging above the door, and one other light above the door that leads to the upstairs. Ms. Heft explained Burli Signs does not make blade signs with lighting. Ms. Heft stated they may have to go with a gooseneck light or a sign lit from inside. Aldermanic Representative Kott clarified since Burli Signs cannot do a lit sign, that a new company may be used, to keep the same style. Ms. Heft responded yes. Gregory Guidry stated that Rugans had a spotlight on their sign that were bothersome to surrounding neighbors because of the angle of the light.
- Ms. Heft stated the awning will be of either a gray or gray/white stripped colored fabric that is weatherproof, but will require maintenance. Ms. Heft further stated they would prefer to install

a metal awning. Aldermanic Representative Kott replied that she is not against a metal awning. Chairman Eisenhardt commented the historic guideline book states to stay away from metal awnings. Commissioner Capra asked if there was a metal awning anywhere else to compare. Ms. Fonesca explained the Commissioners have the ability to make exceptions, but it would be setting precedence. Chairman Eisenhardt mentioned the metal awning would start to rust and have to be power washed. Ms. Heft stated her original submittal requested for a metal or copper awning. Commissioner Wagner asked if a shingled gable or rigid type of awning was being avoided in the downtown area. Mr. Guidry explained the ordinance states the awning “shall be constructed of cloth, canvas, or other material approved by the Historic Preservation Commission”. Aldermanic Representative Kott stated each applicant has to get approval for any awning. Ms. Heft explained with a metal awning, it would have an updated look, since this space is being used for wedding venues. The Commissioners agreed to allow the metal awning, if the applicant would like. Mr. Guidry asked if there will be signage on the awning. Ms. Heft answered nothing will be on the awning.

- Chairman asked about the tuck-pointing. Mr. Guidry responded tuck-pointing is part of the closing and it will get done. Ms. Heft stated there is a statement in the closing that a contractor will be picked by the buyer.
- Ms. Heft explained that the fence in the ally is a darker gray color. Mr. Guidry stated the fence is a privacy fence located behind Chase Bank, by the short elevated step down. Commissioner Wagner stated the fence that faces the public should look nice. Ms. Heft further explained this is a double-sided fence.
- Mr. Guidry commented that the lights are required to be cut-off lights and angled straight down or across. Mr. Capra stated the lamp rim is not a cut-off fixture. Ms. Fonesca stated the ordinance mentions that signs are not to be lit in the historic district, although, lit signs have previously been approved. Ms. Fonesca explained lights cannot create a glare. Chairman Eisenhardt suggested to Ms. Heft to get approval from Mr. Guidry before installing the lights.
- Ms. Heft explained that all windows will be replaced, and the windows will have a black trim, similar to Mercantile Hall.
- Ms. Schulz stated she would like the owner to reconsider using fabric instead of metal for the awning.
- There were no further comments.

B. 413 N. Pine Street – The Urb Garden, discussed at July 26, 2018 meeting

1. Present update regarding a Certificate of Appropriateness approved July 26, 2018 to install a gated entry, and create a usable outdoor area in the rear of the building, subject to Plan Commission decision

- Chairman Eisenhardt introduced and opened this item for discussion.

- Ms. Heft explained the 1895 plaque will be incorporated on one side of the entry gate. Ms. Heft further explained that an approximate two-foot wide gate will be located where the existing door is, and will open into the garden area. Ms. Fonesca questioned how high the gate will be. Ms. Heft replied it is a customized gate, and was not sure at this time. Aldermanic Representative Kott stated the gate should be either 7 feet or 8 feet high when walking in. Ms. Heft responded it will be high enough for privacy. Chairman Eisenhardt asked if the gate was ground level or inches off the ground. Ms. Heft answered the gate goes to the ground.
- Chairman Eisenhardt stated the Plan Commission recommended approval, thus the applicant should work with city staff prior to any installation.
- There were no further comments.

NEW BUSINESS

A. 588 N. Pine Street – Corner Vapery (Silver Cloud)

1. Certificate of Appropriateness to install signage

- Chairman Eisenhardt introduced and opened this item for discussion.
- Mr. Guidry explained the size and color blend well with the building and found no issues in updating the marketing look. The letters are less than 12 inches high for the new logo.
- There were no further comments.
- Aldermanic Representative Kott moved, and Commissioner Capra seconded to approve the Certificate of Appropriateness.
- All were in favor and the motion carried.

2. Sign Permit application to install signage

- Chairman Eisenhardt introduced and opened this item for discussion.
- Commissioner Wagner asked if the font was okay, because it is a logo. Mr. Guidry stated the size of the font itself is okay. Aldermanic Representative Kott stated if this is the new logo then it can be approved, otherwise, it has to be a serif font. Chairman Eisenhardt asked if the business name is Silver Cloud Vape Café/Corner Vapery or just Corner Vapery. Mr. Fonesca suggested that Mr. Guidry confirm if the name is changing to Corner Vapery, if not then the applicant has to comply with the serif font requirements.
- There were no further comments.
- Commissioner Wagner moved, and Aldermanic Representative Kott seconded to table the Sign Permit until the next meeting for clarification.

- All were in favor and the motion carried.

DISCUSSION ITEMS

A. Review of Façade Grant Funding Status

- Chairman Eisenhardt introduced and opened this item for discussion.
- Commissioner Eisenhardt stated 401 N. Pine Street expires in December and 557 N. Pine Street expires in October. Commissioner Wagner asked which address was granted an extension. Chairman Eisenhardt stated 525 Milwaukee Avenue was extended until November 23, 2018, but was last years' funding.

Ms. Schulz stated if the commissioners are strict on the serifs, then they should be strict on the awnings too.

ADJOURNMENT

Commissioner Wagner moved, and Aldermanic Representative Kott seconded to adjourn the meeting at 7:28 p.m. *All were in favor and the motion carried.*

Recording Secretary,

Kristine Anderson
Administrative Assistant



Burlington Public Library

166 East Jefferson Street, Burlington, Wisconsin 53105

Phone: 262-342-1130 Fax: 262-342-1198

www.burlingtonlibrary.org



Minutes of the Burlington Public Library Board of Trustees

The Burlington Public Library Board of Trustees met on Tuesday, August 28, 2018 at 6:30 p.m. in the Burlington Public Library Upstairs Meeting Room.

Present: Smet, Barker, Bahr,
Savaglia, Preusker, Guard

Absent: Buse, Chaffee

Also present: Davies, McCarthy

- Savaglia called the meeting to order at 6:32 pm.
- All members present introduced themselves to new member Sarah Guard
- Public Communication to the Board - None
- Minutes of the June 26, 2018 meeting, Preusker moved approval, Smet seconded. Motion passed.
- Smet moved and Preusker seconded the motion to approve the July and August General Fund Expenses of \$25,378.44, and July and August Trust Fund bills of \$1,160.48 and the June and July General Fund Deposits of \$2,894.25. Motion passed.

Trustee Essentials Training:

Barker made a presentation on creating a new Strategic Plan for the Library. Our last Strategic Plan was created in 2006. Davies will review the 2006 plan to see if we can use anything in it for our new plan along with other Lakeshores Libraries Strategic Plans for comparison. Davies will also ask a fellow Librarian who just completed a Strategic Plan if she would come and talk to us at the September Library Board Meeting and share her experience. After further discussion, Davies agreed to send out the Burlington Library Vision & Mission Statement, examples of other library's Vision and Mission Statements and the New Building Feasibility Study from 2016.

The Library Board may want to watch the trustee training video on Advocacy Action at a future Library Board Meeting.

Committee Reports: None.

Federated Library Report:

PLSR Summit: Davies attended a part of the Core Recommendation Committee meeting. The committee will be working on results and will welcome public comment.

Marketing and Public Relations Task force will have a budget of \$2500 for 2018 for marketing projects. The Task Force is asking Lakeshores Libraries and Lakeshores System for a budget of \$10,000 for 2019. Ideas for Shared services include Canva and Adobe software. If a Library creates promotional material, that material could be shared with all Lakeshores Libraries.

Director's report:

Monthly report: Highlights include visits up 10,000, Teen circulation up 3% and Children's circulation was down 10%. Children's program attendance was up 10%, Adult program attendance was up 74%. Davies will email the statistics for June and July.

Second quarter Financial Report: Salaries are up, we are hoping to get an adjustment for overtime for an employee we share with other departments. Insurance is also up as an employee is now using the city family health insurance plan who was previously covered under a spouse's plan.

Book Sale results: The total sales for 2018 - \$3500 compared to last year \$3372. The book sale shelf is going well, we are getting positive comments about it.

Project updates: The book drop has been installed, the Digitization Station is available for patrons to digitize vinyl, cassette and VHS. The Main Floor Meeting Room is completed. The new (to us) digital sign in the Teen area is scrolling information about fine free children's material. RFID tagging is almost complete with about 300 more items to go. Davies will be getting quotes for Self-check stations soon.

Unfinished Business: none

New Business

Meeting Room Policy: Areas with changes noted in red include adding the Main Floor Meeting Room to the policy, allowing walk in users to utilize the Main Floor Meeting Room if both Conference and Typing rooms are occupied to be at the discretion of the library staff. Smet moved approval, Barker seconded, motion passed.

Burlington Library Foundation By-Laws and Articles of Incorporation: City Attorney John Bjelajac put the document together. Discussion about Article D – Directors followed. The Library Board discussed the process of appointing directors. In Article D, the Mayor designates one of the directors and the City of Burlington Common Council approves the appointee. The Library Board wanted that authority to stay with the Library Board. Smet moved approval if the pending change was made for the Library Board to appoint a director, not the Mayor, Barker seconded. Motion passed. Davies will go back to Bjelajac to request changes.

Filing Fees of \$35 and \$400 – Preusker motioned approval, Smet seconded. Motion passed. Megan Barker and Sarah Guard were voted in as Directors of the Foundation. Library Director Joe Davies is automatically on the Foundation Board.

The Personnel Committee will meet Friday, September 7 at 4:00 PM. Members include Savaglia chair, Smet, Barker and Preusker.

Motion to adjourn the meeting was made by Smet, seconded by Preusker meeting adjourned at 8:15 p.m. Our next meeting will be on Tuesday, September 25 at 6:30 p.m. in the upstairs meeting room at the Burlington Public Library.

Respectfully submitted,



Tom Preusker
Aldermanic Representative



DATE: October 2, 2018

SUBJECT: **PREPAIDS AND VOUCHERS** - Approval of the Prepaid and Voucher list for bills accrued through October 2, 2018.

SUBMITTED BY: Steven DeQuaker, Finance Director

BACKGROUND/HISTORY:

Attached please find the Prepaid and Voucher list for bills accrued through October 2, 2018:

Total Prepaid:	\$197,008.63
Total Vouchers:	\$ 63,389.94
Grand Total:	\$260,398.57

BUDGET/FISCAL IMPACT:

5 Largest Disbursements on the Prepaid and Voucher List:

1. \$103,740.00 Butters-Fetting Co., Inc. - Well 11 Radium Compliance Improvements
2. \$ 45,966.25 Racine County - October thru December 2018 Dispatch Services
3. \$ 31,384.97 Ascent Aviation Group, Inc. - 100LL Aviation Gasoline
4. \$ 8,064.00 Revere Electric Supply Co. - C. N. Project Calumet Street Lighting
5. \$ 6,286.50 Solenis LLC - Praestol Sludge Thickener for WWTP

RECOMMENDATION:

Staff recommends that the Common Council accept and approve these Prepaid and Vouchers in the amount of \$260,398.57.

TIMING/IMPLEMENTATION:

This item is scheduled for consideration at the October 2, 2018 Common Council meeting.

Attachments

- Prepaid 09-14-18
- Prepaid 09-21-18
- Vouchers 10-02-18

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
100239007						
100-239007 LIFE INSURANCE	SECURIAN FINANCIAL GROUP,	Policy No. 002832L Oct Billing	2018OCT	09/14/2018	1,882.78	09/14/2018
Total 100239007:					1,882.78	
100454521001						
100-454521-001 BOND FEES	RACINE COUNTY CLERK OF C	Muth, Justin; Case: 18-8388	18-8388	09/11/2018	650.00	09/14/2018
Total 100454521001:					650.00	
100454591000						
100-454591-000 PARK DEPT	CLAREY, PATTI	refund security deposit	2.011564	08/14/2018	100.00	09/14/2018
Total 100454591000:					100.00	
100515132225						
100-515132-225 ADMIN - TELEPHONE	AT & T LONG DISTANCE	AT&T Long Distance 829440291(split)	829440291-09/18	09/04/2018	1.08	09/14/2018
100-515132-225 ADMIN - TELEPHONE	AT & T	262 763-3747 163 6 (split)	262763347409 201	09/04/2018	19.69	09/14/2018
Total 100515132225:					20.77	
100515141225						
100-515141-225 FINANCE - TELEPHONE	AT & T	262 763-3747 163 6 (split)	262763347409 201	09/04/2018	19.69	09/14/2018
Total 100515141225:					19.69	
100525211160						
100-525211-160 POLICE - WORKERS COMP	UNEMPLOYMENT INSURANCE	DWD-UI acct 692108-000-2	9150076	09/06/2018	685.84	09/14/2018
Total 100525211160:					685.84	
100525211225						
100-525211-225 POLICE - TELEPHONE	AT & T	262 763-3747 163 6 (split)	262763347409 201	09/04/2018	98.41	09/14/2018
Total 100525211225:					98.41	
100525211381						
100-525211-381 POLICE - INVESTIGATIONS	TransUnion Risk & Alternative Dat	Account ID: 777966 August Billing	2018AUG	08/31/2018	61.90	09/14/2018
Total 100525211381:					61.90	
100525220220						
100-525220-220 FIRE - UTILITY SERVICES	WE ENERGIES	8419-416-558	8419416558AUG18	08/26/2018	11.88	09/14/2018
100-525220-220 FIRE - UTILITY SERVICES	TIME WARNER CABLE	Acct # 079780001	079780001090118	09/01/2018	115.59	09/14/2018
Total 100525220220:					127.47	
100525220225						
100-525220-225 FIRE - TELEPHONE	AT & T LONG DISTANCE	AT&T Long Distance 829440291(split)	829440291-09/18	09/04/2018	1.32	09/14/2018
100-525220-225 FIRE - TELEPHONE	AT & T	262 763-3747 163 6 (split)	262763347409 201	09/04/2018	78.74	09/14/2018
Total 100525220225:					80.06	
100525220310						
100-525220-310 FIRE - OFFICE SUPPLIES	SPENCER, JOSHUA	Reimbursement: Pick n Save	090618	09/11/2018	19.99	09/14/2018
Total 100525220310:					19.99	

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
100535321220						
100-535321-220 STREETS - UTILITIES	WE ENERGIES	0421-498-624	0421498624AUG18	09/07/2018	31.12	09/14/2018
Total 100535321220:					31.12	
100535321225						
100-535321-225 STREETS - TELEPHONE	AT & T	262 763-3747 163 6 (split)	262763347409 201	09/04/2018	39.37	09/14/2018
Total 100535321225:					39.37	
100535321261						
100-535321-261 STREETS - LIGHTING	WE ENERGIES	4067-122-145	4067122145AUG18	09/07/2018	22.92	09/14/2018
Total 100535321261:					22.92	
100535321310						
100-535321-310 STREETS - OFF SUPP/POS	TIME WARNER CABLE	Acct # 079820101 (split)	079820101090118	09/01/2018	28.90	09/14/2018
Total 100535321310:					28.90	
100555551220						
100-555551-220 PARKS - UTILITIES	WE ENERGIES	0635-112-551	0635112551AUG18	08/30/2018	34.02	09/14/2018
100-555551-220 PARKS - UTILITIES	WE ENERGIES	3832-053-838	3832053838AUG18	09/04/2018	18.51	09/14/2018
100-555551-220 PARKS - UTILITIES	WE ENERGIES	8893-353-410	8893353410AUG18	08/29/2018	42.90	09/14/2018
100-555551-220 PARKS - UTILITIES	WE ENERGIES	9274-302-992	9274302992AUG18	08/29/2018	15.71	09/14/2018
Total 100555551220:					111.14	
100555551310						
100-555551-310 PARKS - OFFICE SUPP, PO	TIME WARNER CABLE	Acct # 079820101 (split)	079820101090118	09/01/2018	28.90	09/14/2018
Total 100555551310:					28.90	
621575740220						
621-575740-220 WWTP-ELECTRIC	WE ENERGIES	6268-292-660	6268292660AUG18	08/29/2018	38.12	09/14/2018
621-575740-220 WWTP-ELECTRIC	WE ENERGIES	8635-875-051	8635875051AUG18	09/04/2018	58.84	09/14/2018
Total 621575740220:					96.96	
621575740225						
621-575740-225 TELEPHONE	TIME WARNER CABLE	Acct # 079820101 (split)	079820101090118	09/01/2018	28.89	09/14/2018
Total 621575740225:					28.89	
621575740310						
621-575740-310 OFFICE SUPPLIES, POSTA	UPS	Wet Testing -Next Day Air	00009WE126348	08/25/2018	571.98	09/14/2018
621-575740-310 OFFICE SUPPLIES, POSTA	UPS	Wet Testing -Next Day Air	00009WE126358	09/01/2018	128.64	09/14/2018
Total 621575740310:					700.62	
622107000						
622-107000 CONSTRUCTION WORK IN PRO	BUTTERS-FETTING CO., INC	Well #11 Radium Compliance Improvements	J064317	02/20/2018	103,740.00	09/14/2018
Total 622107000:					103,740.00	
622509210000						
622-509210-000 OFFICE SUPPLY	PETTY CASH WATER DEPT	Certified Mail	090618	09/06/2018	3.95	09/14/2018
622-509210-000 OFFICE SUPPLY	TIME WARNER CABLE	Acct # 079820101 (split)	079820101090118	09/01/2018	28.90	09/14/2018
622-509210-000 OFFICE SUPPLY	AT & T	262 763-3747 163 6 (split)	262763347409 201	09/04/2018	39.38	09/14/2018

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
Total 622509210000:					72.23	
623575740220						
623-575740-220 ELECTRIC	WE ENERGIES	3243-871-135	3243871135AUG18	09/09/2018	88.84	09/14/2018
623-575740-220 ELECTRIC	WE ENERGIES	4066-688-457	4066688457AUG18	09/09/2018	11.10	09/14/2018
623-575740-220 ELECTRIC	WE ENERGIES	4619-277-006	4619277006AUG18	09/09/2018	411.62	09/14/2018
623-575740-220 ELECTRIC	WE ENERGIES	6069-094-440	6069094440AUG18	09/09/2018	272.17	09/14/2018
623-575740-220 ELECTRIC	WE ENERGIES	6280-861-972	6280861972AUG18	09/10/2018	19.99	09/14/2018
623-575740-220 ELECTRIC	WE ENERGIES	6831-002-581	6831002581AUG18	09/09/2018	64.29	09/14/2018
623-575740-220 ELECTRIC	WE ENERGIES	7460-654-921	7460654921AUG18	09/09/2018	55.94	09/14/2018
623-575740-220 ELECTRIC	WE ENERGIES	8460-785-002	8460785002AUG18	09/09/2018	31.93	09/14/2018
Total 623575740220:					955.88	
623575740225						
623-575740-225 TELEPHONE	AT & T	262 763-3747 163 6 (split)	262763347409 201	09/04/2018	59.06	09/14/2018
Total 623575740225:					59.06	
875232000						
875-232000 MUNICIPAL COURT DEP	MAGUIRE, CYNTHIA	refund - paid wrong municipality	169488	09/11/2018	196.80	09/14/2018
Total 875232000:					196.80	
Grand Totals:					109,859.70	

Dated: _____

Motion for Approval by: _____

Motion Seconded by: _____

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
100239006						
100-239006 LAW-VISION	SUPERIOR VISION INSURANCE	Policy No. 14150001 Oct. Billing	185572	09/20/2018	601.52	09/21/2018
Total 100239006:					601.52	
100444412000						
100-444412-000 PARKING VIOLATIONS	KENDALL, KATHY	refund duplicate payment	DQ80F2KRDN	09/17/2018	20.00	09/21/2018
Total 100444412000:					20.00	
100454521001						
100-454521-001 BOND FEES	KENOSHA CIRCUIT COURT	Maerzke, Benjamin A; Case: 016TR10271	016TR10271	09/17/2018	126.80	09/21/2018
Total 100454521001:					126.80	
100454591000						
100-454591-000 PARK DEPT	ACKER, KEVIN	REFUND PARK RESERVATIONS	2.011264	09/18/2018	200.00	09/21/2018
Total 100454591000:					200.00	
100515121248						
100-515121-248 MUNI COURT - REP & MAIN	DONERITE JANITORIAL SERV I	City Hall Split Muni Court	3239	09/18/2018	40.08	09/21/2018
Total 100515121248:					40.08	
100515132153						
100-515132-153 ADMIN - EBC	EMPLOYEE BENEFITS CORPO	EBC ADMIN	2306536	09/15/2018	8.00	09/21/2018
Total 100515132153:					8.00	
100515132248						
100-515132-248 REPAIRS & MAINT BUILDIN	DONERITE JANITORIAL SERV I	City Hall Split Admin	3239	09/18/2018	240.00	09/21/2018
Total 100515132248:					240.00	
100515132298						
100-515132-298 ADMIN - CONTRACT SERVI	E-vergent.com, LLC	BUS WIRELESS MONTHLY ACCT 1610	B1610-100	09/06/2018	300.00	09/21/2018
Total 100515132298:					300.00	
100515132330						
100-515132-330 ADMIN - INSVC TRAINING &	WALTERS, CARINA	ICMA Conference Per Diem Cash	092318	09/21/2018	74.00	09/21/2018
100-515132-330 ADMIN - INSVC TRAINING &	CENTER FOR LAND USE EDUC	Workshop: Zoning & Subdivision	102318	09/20/2018	30.00	09/21/2018
Total 100515132330:					104.00	
100515140248						
100-515140-248 CLERK-REPAIRS & MAINT B	DONERITE JANITORIAL SERV I	City Hall Split Clerk	3239	09/18/2018	39.96	09/21/2018
Total 100515140248:					39.96	
100515141153						
100-515141-153 FINANCE - EMPLOYEE BEN	EMPLOYEE BENEFITS CORPO	EBC FINANCE	2306536	09/15/2018	.50	09/21/2018
Total 100515141153:					.50	
100515141248						
100-515141-248 FINANCE - REP AND MAINT	DONERITE JANITORIAL SERV I	City Hall Split Finance	3239	09/18/2018	240.00	09/21/2018

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
Total 100515141248:					240.00	
100525211153						
100-525211-153 POLICE - EMP BENEFITS C	EMPLOYEE BENEFITS CORPO	EBC POLICE	2306536	09/15/2018	6.50	09/21/2018
Total 100525211153:					6.50	
100525211298						
100-525211-298 Racine County Contract	RACINE COUNTY	Racine County Communication Center Per Contract	4TH QTR 2018	09/11/2018	45,966.25	09/21/2018
Total 100525211298:					45,966.25	
100525211533						
100-525211-533 POLICE - COPY MACHINE R	JAMES IMAGING SYSTEMS, IN	TOSHIBA- 4555C	23307139	09/05/2018	325.68	09/21/2018
Total 100525211533:					325.68	
100525220153						
100-525220-153 FIRE - EMPLOYEE BENEFIT	EMPLOYEE BENEFITS CORPO	EBC FIRE	2306536	09/15/2018	10.00	09/21/2018
Total 100525220153:					10.00	
100525231248						
100-525231-248 BLDG INSP REP & MAINT B	DONERITE JANITORIAL SERV I	City Hall Split Bldg	3239	09/18/2018	39.96	09/21/2018
Total 100525231248:					39.96	
100535321220						
100-535321-220 STREETS - UTILITIES	WE ENERGIES	0688-843-174	0688843174AUG18	09/10/2018	463.19	09/21/2018
100-535321-220 STREETS - UTILITIES	WE ENERGIES	7617-269-652	7617269652AUG18	09/09/2018	42.77	09/21/2018
Total 100535321220:					505.96	
100535321261						
100-535321-261 STREETS - LIGHTING	WE ENERGIES	0088-492-988	0088492988AUG18	09/09/2018	8.30	09/21/2018
100-535321-261 STREETS - LIGHTING	WE ENERGIES	2019-198-266	2019198266SEPT1	09/10/2018	42.67	09/21/2018
100-535321-261 STREETS - LIGHTING	WE ENERGIES	3073-922-427	3073922427AUG18	09/09/2018	17.33	09/21/2018
100-535321-261 STREETS - LIGHTING	WE ENERGIES	3277-994-067	3277994067AUG18	09/09/2018	37.76	09/21/2018
100-535321-261 STREETS - LIGHTING	WE ENERGIES	5639-265-567	5639265567AUG18	09/09/2018	259.20	09/21/2018
100-535321-261 STREETS - LIGHTING	WE ENERGIES	6438-309-692	6438309692AUG18	09/11/2018	110.96	09/21/2018
100-535321-261 STREETS - LIGHTING	WE ENERGIES	6838-102-431	6838102431AUG18	09/10/2018	265.39	09/21/2018
Total 100535321261:					741.61	
100535321310						
100-535321-310 STREETS - OFF SUPP/POS	CANON FINANCIAL SERVICES,	Contrat No. WI#505ENT-M15-MFD (split)	19220324	09/12/2018	97.76	09/21/2018
Total 100535321310:					97.76	
10055551220						
100-555551-220 PARKS - UTILITIES	WE ENERGIES	0235-568-359	0235568359AUG18	09/09/2018	149.99	09/21/2018
100-555551-220 PARKS - UTILITIES	WE ENERGIES	1486-453-053	1486453053AUG18	09/10/2018	17.86	09/21/2018
100-555551-220 PARKS - UTILITIES	WE ENERGIES	2672-334-997	2672334997AUG18	09/09/2018	192.58	09/21/2018
100-555551-220 PARKS - UTILITIES	WE ENERGIES	3406-030-405	3406030405AUG18	09/09/2018	30.87	09/21/2018
100-555551-220 PARKS - UTILITIES	WE ENERGIES	4278-074-627	4278074627AUG18	09/10/2018	20.65	09/21/2018
100-555551-220 PARKS - UTILITIES	WE ENERGIES	4447-370-241	4447370241AUG18	09/09/2018	53.28	09/21/2018
100-555551-220 PARKS - UTILITIES	WE ENERGIES	4484-977-713	4484977713SEPT1	09/10/2018	71.94	09/21/2018
100-555551-220 PARKS - UTILITIES	WE ENERGIES	4485-586-752	4485586752AUG18	09/10/2018	74.31	09/21/2018

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100-555551-220 PARKS - UTILITIES	WE ENERGIES	5200-062-983	5200062983AUG18	09/10/2018	17.33	09/21/2018
100-555551-220 PARKS - UTILITIES	WE ENERGIES	5276-292-324	5276292324AUG18	09/10/2018	22.38	09/21/2018
100-555551-220 PARKS - UTILITIES	WE ENERGIES	7060-825-262	7060825262AUG18	09/09/2018	86.32	09/21/2018
Total 100555551220:					124.03	
10055551244						
100-555551-244 PARKS - REPAIR MAINT EQ	AMAZON.COM/GE MONEY	60457 8781 045088 8 (split)	045088 09/18	09/10/2018	63.59	09/21/2018
Total 100555551244:					63.59	
10055551265						
100-555551-265 PARKS - FESTIVAL EXPENS	AMAZON.COM/GE MONEY	60457 8781 046912 8 (split)	046912 09/18	09/10/2018	16.59	09/21/2018
Total 100555551265:					16.59	
10055551310						
100-555551-310 PARKS - OFFICE SUPP, PO	CANON FINANCIAL SERVICES,	Contrat No. WI#505ENT-M15-MFD (split)	19220324	09/12/2018	48.87	09/21/2018
Total 100555551310:					48.87	
251555511153						
251-555511-153 EMPLOYEE BENEFITS	EMPLOYEE BENEFITS CORPO	EBC LIBRARY	2306536	09/15/2018	2.00	09/21/2018
Total 251555511153:					2.00	
251555511247						
251-555511-247 REPAIR,MAINTENANCE BUI	DONERITE JANITORIAL SERV I	Library Janitorial Service	3238	09/17/2018	1,100.00	09/21/2018
Total 251555511247:					1,100.00	
453565616830						
453-565616-830 Disaster Expenditure	AT & T	287278196495	287278196495X091	09/05/2018	438.99	09/21/2018
Total 453565616830:					438.99	
621575740153						
621-575740-153 EMPLOYEE BENEFITS	EMPLOYEE BENEFITS CORPO	EBC WWTP	2306536	09/15/2018	20.00	09/21/2018
Total 621575740153:					20.00	
621575740220						
621-575740-220 WWTP-ELECTRIC	WE ENERGIES	7672-906-685	7672906685AUG18	09/10/2018	241.92	09/21/2018
621-575740-220 WWTP-ELECTRIC	WE ENERGIES	8098-971-449	8098971449AUG18	09/11/2018	35.49	09/21/2018
Total 621575740220:					277.41	
621575740225						
621-575740-225 TELEPHONE	VERIZON WIRELESS	SCADA WWTP Acct # 242013605-00001	9814331367	09/10/2018	74.54	09/21/2018
Total 621575740225:					74.54	
621575740244						
621-575740-244 REPAIRS,MAINT EQUIPMEN	AMAZON.COM/GE MONEY	60457 8781 045088 8 (split)	045088 09/18	09/10/2018	24.33	09/21/2018
Total 621575740244:					24.33	
621575740298						
621-575740-298 CONTRACT SERVICE	TRANS UNION LLC	TRANS UNION LLC WWTP	08810889	08/25/2018	13.97	09/21/2018

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Total 621575740298:					13.97	
621575740310						
621-575740-310 OFFICE SUPPLIES, POSTA	TIME WARNER CABLE	Time Warner WWTP Acct # 702658601	702658601091218	09/12/2018	124.94	09/21/2018
Total 621575740310:					124.94	
622509210000						
622-509210-000 OFFICE SUPPLY	TIME WARNER CABLE	Time Warner WWTP Acct # 715297601	715297601090818	09/08/2018	101.19	09/21/2018
622-509210-000 OFFICE SUPPLY	CANON FINANCIAL SERVICES,	Contrat No. WI#505ENT-M15-MFD (split)	19220324	09/12/2018	97.76	09/21/2018
Total 622509210000:					198.95	
622509260153						
622-509260-153 EMPLOYEE BENEFITS	EMPLOYEE BENEFITS CORPO	EBC WATER	2306536	09/15/2018	3.00	09/21/2018
Total 622509260153:					3.00	
622509330000						
622-509330-000 TRANSPORTATION-SUPPLI	AMAZON.COM/GE MONEY	60457 8781 046912 8 (split)	046912 09/18	09/10/2018	110.70	09/21/2018
Total 622509330000:					110.70	
622509350000						
622-509350-000 GENERAL PLANT-SUPPLIE	AMAZON.COM/GE MONEY	60457 8781 046912 8 (split)	046912 09/18	09/10/2018	167.99	09/21/2018
Total 622509350000:					167.99	
623575740200						
623-575740-200 FUEL FOR RESALE	ASCENT AVIATION GROUP, INC	100LL AVIATION GASOLINE	553812	09/13/2018	31,384.97	09/21/2018
Total 623575740200:					31,384.97	
802525211392						
802-525211-392 MISC DONATIONS	RUSTIC ROAD LANDSCAPING L	PAYMENT FOR MARTIN SQUARE WORK	2018515132	04/13/2018	2,500.00	09/21/2018
Total 802525211392:					2,500.00	
875232000						
875-232000 MUNICIPAL COURT DEP	SMITH, APRIL	REFUND PD WRONG MUNICIPALITY	904647	09/19/2018	124.00	09/21/2018
875-232000 MUNICIPAL COURT DEP	LINTON, MARQUES	PAID WRONG MUNICIPALITY	16.027525	09/20/2018	102.00	09/21/2018
Total 875232000:					226.00	
Grand Totals:					87,148.93	

Dated: _____

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

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
10051511247						
100-515111-247 Repairs & Maint Software	SWAGIT PRODUCTIONS, LLC	Video Streaming Services: Aug. 2018	11420	08/31/2018	645.00	
Total 10051511247:					645.00	
100515121248						
100-515121-248 MUNI COURT - REP & MAIN	AMAZON CAPITAL SERVICES, I	Safe Locking Drop Box	1QVY-LV3X-9XRT	09/15/2018	163.51	
Total 100515121248:					163.51	
100515121310						
100-515121-310 MUNI COURT - OFFICE SUP	MINUTEMAN PRESS OF BURLI	Forms - Municipal Court	35978	09/12/2018	64.62	
Total 100515121310:					64.62	
100515132298						
100-515132-298 ADMIN - CONTRACT SERVI	TRANSCENDENT TECHNOLOGI	pet Licensing Software Data Migration	M2359	09/17/2018	800.00	
Total 100515132298:					800.00	
100515132310						
100-515132-310 ADMIN - OFF SUPP-POSTA	ALSCO	ALSCO DPW (split) Customer # 074780	IMIL1364912	09/12/2018	2.97	
100-515132-310 ADMIN - OFF SUPP-POSTA	ALSCO	ALSCO DPW (split) Customer # 074780	IMIL1367150	09/19/2018	2.97	
100-515132-310 ADMIN - OFF SUPP-POSTA	STAPLES BUSINESS ADVANTA	STAPLES ADMIN OFFICE SUPPLIES	8051266934	09/01/2018	36.62	
100-515132-310 ADMIN - OFF SUPP-POSTA	COMPLETE OFFICE OF WISCO	Office Supplies	909751	09/14/2018	28.40	
Total 100515132310:					70.96	
100515132399						
100-515132-399 ADMIN - SUNDRY EXPENSE	RICHTER'S MARKETPLACE	Richter's Marketplace - #1083 City Hall	092118CH	09/21/2018	5.85	
Total 100515132399:					5.85	
100515141248						
100-515141-248 FINANCE - REP AND MAINT	REINEMANS, INC.	Paint cup	151419	09/18/2018	3.29	
Total 100515141248:					3.29	
100515141310						
100-515141-310 FINANCE - OFFICE SUPP/P	RICHTER'S MARKETPLACE	Richter's Marketplace - #1083 City Hall	092118CH	09/21/2018	2.98	
100-515141-310 FINANCE - OFFICE SUPP/P	COMPLETE OFFICE OF WISCO	Office Supplies	909752	09/14/2018	13.18	
Total 100515141310:					16.16	
100515142310						
100-515142-310 ELECTIONS - OPERATION S	STAPLES BUSINESS ADVANTA	Election Supplies	8051266934	09/01/2018	30.98	
Total 100515142310:					30.98	
100515161298						
100-515161-298 ATTORNEY - CONTRACT S	VONBRIESEN & ROPER, S.C.	Von Briesen & Roper - Labor & Employment	11512	09/13/2018	3,601.50	
Total 100515161298:					3,601.50	
100525211239						
100-525211-239 POLICE - EQUIPMENT NON	STREICHER'S	nylon bag	11327962	08/20/2018	19.99	
Total 100525211239:					19.99	

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100525211241						
100-525211-241 POLICE - REP & MAINT IT	DIGICORP	setup UPS for the radio and door PC	324934	08/31/2018	412.00	
Total 100525211241:					412.00	
100525211242						
100-525211-242 POLICE - REPAIR/MTCE EQ	TACTICAL SOLUTIONS	Certification of Radar Units	6791	07/14/2018	308.00	
100-525211-242 POLICE - REPAIR/MTCE EQ	PRV UPFITTERS	902 tire light repair	82	09/09/2018	278.80	
Total 100525211242:					586.80	
100525211244						
100-525211-244 POLICE - REPAIR & MAINT	GALLS, LLC	Point Blank Alpha Black IIIA Vision	BC0670048	09/07/2018	900.00	
Total 100525211244:					900.00	
100525211248						
100-525211-248 POLICE - REP & MAINT BUIL	MENARDS	Menards Acct 32120263	73190	09/13/2018	39.68	
Total 100525211248:					39.68	
100525211299						
100-525211-299 POLICE - SUNDRY CONTRA	DONERITE JANITORIAL SERV I	DONERITE BILLING POLICE	3240	09/18/2018	600.00	
Total 100525211299:					600.00	
100525211310						
100-525211-310 POLICE - OFF SUPP-POSTA	RICHTER'S MARKETPLACE	Richter's Marketplace - #1012 Police Dept	091318PD	09/13/2018	5.85	
Total 100525211310:					5.85	
100525211330						
100-525211-330 POLICE - TRAVEL	RICHTER'S MARKETPLACE	Richter's Marketplace - #1012 Police Dept	091718PD	09/17/2018	29.94	
Total 100525211330:					29.94	
100525211347						
100-525211-347 POLICE - FIREARM SUPP/R	STREICHER'S	Supplies	11330322	09/07/2018	14.99	
Total 100525211347:					14.99	
100525211381						
100-525211-381 POLICE - INVESTIGATIONS	DASH MEDICAL GLOVES, INC	DASH MEDICAL GLOVES POLICE	INV1119246	08/24/2018	76.90	
Total 100525211381:					76.90	
100525220157						
100-525220-157 FIRE - INSERVICE TRAININ	ORGANIZATION DEVELOPMEN	ODC - Professional Service	12362	09/14/2018	450.00	
100-525220-157 FIRE - INSERVICE TRAININ	GATEWAY - KENOSHA CAMPU	FFII Cert Exams	23832	09/18/2018	160.00	
Total 100525220157:					610.00	
100525220159						
100-525220-159 FIRE - CLOTHING ALLOWA	CONWAY SHIELDS	6" Shield	0428381-IN	09/12/2018	96.78	
Total 100525220159:					96.78	
100525220242						
100-525220-242 FIRE - REPAIR & MAINT VE	REINEMANS, INC.	supplies (split)	151213	09/14/2018	9.89	

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Total 100525220242:					9.89	
100525220244						
100-525220-244	FIRE - REPAIR MAINT EQUI	AIR ONE EQUIPMENT, INC	ALTAIR 4XR MULTI GAS	135898	09/10/2018	795.00
Total 100525220244:					795.00	
100525220248						
100-525220-248	FIRE - REPAIR MAINT BLDG	BIGELOW APPLIANCE SALES, I	GE Airconditioner	09112018-3	09/11/2018	750.00
100-525220-248	FIRE - REPAIR MAINT BLDG	AUTUMN SUPPLY	Autumn Supply - cleaning supplies	12418	09/15/2018	198.46
100-525220-248	FIRE - REPAIR MAINT BLDG	REINEMANS, INC.	supplies (split)	151213	09/14/2018	9.80
Total 100525220248:					958.26	
100525220310						
100-525220-310	FIRE - OFFICE SUPPLIES	STAPLES BUSINESS ADVANTA	STAPLES FIRE DEPT SUPPLIES	8051266934	09/01/2018	9.29
Total 100525220310:					9.29	
100535321159						
100-535321-159	STREETS - CLOTHING ALL	ALSCO	ALSCO DPW (split) Customer # 074780	IMIL1364912	09/12/2018	35.57
100-535321-159	STREETS - CLOTHING ALL	ALSCO	ALSCO DPW (split) Customer # 074780	IMIL1367150	09/19/2018	34.69
Total 100535321159:					70.26	
100535321242						
100-535321-242	STREETS - REP MAINT VE	CLOVER LEAF TRUCK SERVIC	#517 repairs	23693	09/06/2018	842.40
100-535321-242	STREETS - REP MAINT VE	LOIS TIRE SHOP,INC.	DPW-TIRE REPAIR	426440	08/16/2018	15.00
100-535321-242	STREETS - REP MAINT VE	BUMPER TO BUMPER BURLING	#53 center support	1-348357	09/10/2018	34.65
100-535321-242	STREETS - REP MAINT VE	BUMPER TO BUMPER BURLING	#50 water pump	1-348722	09/17/2018	18.58
100-535321-242	STREETS - REP MAINT VE	BUMPER TO BUMPER BURLING	#53 center support	1-348928	09/20/2018	34.65
100-535321-242	STREETS - REP MAINT VE	BUMPER TO BUMPER BURLING	#520A filter	1-348996	09/21/2018	10.12
Total 100535321242:					955.40	
100535321248						
100-535321-248	STREETS REP & MAINT BL	ALSCO	ALSCO DPW (split) Customer # 074781	IMIL1367151	09/19/2018	12.81
Total 100535321248:					12.81	
100535321298						
100-535321-298	STREETS - CONTRACT SER	REVERE ELECTRIC SUPPLY C	Calumet Project Street Lighting CN	S3614885.010	09/06/2018	8,064.00
100-535321-298	STREETS - CONTRACT SER	REVERE ELECTRIC SUPPLY C	Calumet Project Street Lighting CN	S3614885.012	09/07/2018	3,307.50
100-535321-298	STREETS - CONTRACT SER	WANASEK CORPORATION	Street Sweeper	8893	09/07/2018	3,484.38
100-535321-298	STREETS - CONTRACT SER	DONERITE JANITORIAL SERV I	DONERITE BILLING WWTP (split)	3241	09/18/2018	328.00
100-535321-298	STREETS - CONTRACT SER	ACTIVE ALARM COMPANY, INC	Hosting Fee - 3 months	116220	09/15/2018	105.00
Total 100535321298:					15,288.88	
100535321310						
100-535321-310	STREETS - OFF SUPP/POS	NAPOLI'S PIZZA RESTAURANT	College kids luncheon	58711	08/15/2018	60.42
100-535321-310	STREETS - OFF SUPP/POS	CANON FINANCIAL SERVICES,	Contract No. 3091 /505ENT-M15-MFDCopier	19220325	09/12/2018	5.59
Total 100535321310:					66.01	
100535321350						
100-535321-350	STREETS - REP MAINT SUP	ELKHORN CHEMICAL & PACKA	SHOP SUPPLIES	603319-1	09/12/2018	52.75
100-535321-350	STREETS - REP MAINT SUP	MENARDS	Streets supplies	73546	09/18/2018	15.61

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
100-535321-350 STREETS - REP MAINT SUP	MENARDS	Mailbox replacement supplies	73683	09/19/2018	58.16	
100-535321-350 STREETS - REP MAINT SUP	MOTOR PARTS COMPANY, LLC	shop tools	310556	09/17/2018	39.00	
100-535321-350 STREETS - REP MAINT SUP	REINEMANS, INC.	Insect repellent	151444	09/19/2018	7.64	
100-535321-350 STREETS - REP MAINT SUP	BUMPER TO BUMPER BURLING	Fleet filters	1-348843	09/19/2018	45.33	
100-535321-350 STREETS - REP MAINT SUP	OTTO PAAP CO, INC	Stock Items Street/Park	131134	09/05/2018	4.10	
100-535321-350 STREETS - REP MAINT SUP	OTTO PAAP CO, INC	Refund for postage due	131297	09/11/2018	1.25	
Total 100535321350:					221.34	
100535321351						
100-535321-351 STREETS - MAINT CURB,G	GLEASON RED-MIX	6 bag full air	269088	08/30/2018	367.50	
Total 100535321351:					367.50	
100535321352						
100-535321-352 STREETS - REP MAINT STO	ASPHALT CONTRACTORS, INC	LT Grade #5 9.5mm	218344	09/01/2018	31.36	
Total 100535321352:					31.36	
100535321356						
100-535321-356 STREETS-Rep & Maint Street	ASPHALT CONTRACTORS, INC	LT Grade #5 9.5mm	218367	09/15/2018	100.23	
Total 100535321356:					100.23	
100535321374						
100-535321-374 STREETS -EMERGENCY G	EMERGENCY COMMUNICATIO	Annual Maintenance for Sirens	2681	09/20/2018	2,037.75	
Total 100535321374:					2,037.75	
100555551159						
100-555551-159 PARKS - CLOTHING	ALSCO	ALSCO DPW (split) Customer # 074780	IMIL1364912	09/12/2018	35.56	
100-555551-159 PARKS - CLOTHING	ALSCO	ALSCO DPW (split) Customer # 074780	IMIL1367150	09/19/2018	34.69	
Total 100555551159:					70.25	
100555551242						
100-555551-242 PARKS - REPAIR MAINT VE	CLOVER LEAF TRUCK SERVIC	#517 repairs	23693	09/06/2018	842.40	
100-555551-242 PARKS - REPAIR MAINT VE	LOIS TIRE SHOP,INC.	DPW-TIRE REPAIR	426440	08/16/2018	15.00	
100-555551-242 PARKS - REPAIR MAINT VE	BUMPER TO BUMPER BURLING	#53 center support	1-348357	09/10/2018	34.64	
100-555551-242 PARKS - REPAIR MAINT VE	BUMPER TO BUMPER BURLING	#50 water pump	1-348722	09/17/2018	18.58	
100-555551-242 PARKS - REPAIR MAINT VE	BUMPER TO BUMPER BURLING	#53 center support	1-348928	09/20/2018	34.64	
100-555551-242 PARKS - REPAIR MAINT VE	BUMPER TO BUMPER BURLING	#520A filter	1-348996	09/21/2018	10.12	
Total 100555551242:					955.38	
100555551244						
100-555551-244 PARKS - REPAIR MAINT EQ	LOIS TIRE SHOP,INC.	#100 tire repair	428142	09/20/2018	45.89	
100-555551-244 PARKS - REPAIR MAINT EQ	REINDERS INC	#107 belt/gear motor	1753989-00	09/10/2018	866.42	
Total 100555551244:					912.31	
100555551245						
100-555551-245 CEMETERY GROUNDS & M	ASPHALT CONTRACTORS, INC	Cemetary Paving - City Portion	70521	05/08/2018	4,046.67	
Total 100555551245:					4,046.67	
100555551248						
100-555551-248 PARKS - REPAIR MAINT BL	ALSCO	ALSCO DPW (split) Customer # 074781	IMIL1367151	09/19/2018	6.40	

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
Total 100555551248:					6.40	
100555551298						
100-555551-298	PARKS - OUTSIDE SERVICE	PATS SERVICES, INC	PATS SANITARY RENTAL Compost Site	A166583	100.00	09/12/2018
100-555551-298	PARKS - OUTSIDE SERVICE	PATS SERVICES, INC	CITY OF BURLINGTON DOG PARK	A-166774	80.00	09/18/2018
100-555551-298	PARKS - OUTSIDE SERVICE	RUSTIC ROAD LANDSCAPING L	PAYMENT FOR MARTIN SQUARE WORK	1165	2,000.00	08/21/2018
100-555551-298	PARKS - OUTSIDE SERVICE	DONERITE JANITORIAL SERV I	DONERITE BILLING WWTP (split)	3241	164.00	09/18/2018
Total 100555551298:					2,344.00	
100555551310						
100-555551-310	PARKS - OFFICE SUPP, PO	NAPOLI'S PIZZA RESTAURANT	College kids luncheon	58711	60.42	08/15/2018
100-555551-310	PARKS - OFFICE SUPP, PO	CANON FINANCIAL SERVICES,	Contract No. 3091 /505ENT-M15-MFDCopier	19220325	2.80	09/12/2018
Total 100555551310:					63.22	
100555551350						
100-555551-350	PARKS - REPAIR/MTCE SUP	ELKHORN CHEMICAL & PACKA	SHOP SUPPLIES	603319-1	52.74	09/12/2018
100-555551-350	PARKS - REPAIR/MTCE SUP	ELKHORN CHEMICAL & PACKA	park supplies	603932	222.71	09/19/2018
100-555551-350	PARKS - REPAIR/MTCE SUP	MENARDS	Compost site photo eye	72919	6.99	09/10/2018
100-555551-350	PARKS - REPAIR/MTCE SUP	MOTOR PARTS COMPANY, LLC	shop tools	310556	38.99	09/17/2018
100-555551-350	PARKS - REPAIR/MTCE SUP	REINEMANS, INC.	Foam Sealant	150816	4.04	09/07/2018
100-555551-350	PARKS - REPAIR/MTCE SUP	REINEMANS, INC.	Echo Park restroom repair	151208	29.74	09/14/2018
100-555551-350	PARKS - REPAIR/MTCE SUP	REINEMANS, INC.	Echo Park restroom repair	151219	15.36	09/14/2018
100-555551-350	PARKS - REPAIR/MTCE SUP	REINEMANS, INC.	Echo Park restroom repair	151221	1.61	09/14/2018
100-555551-350	PARKS - REPAIR/MTCE SUP	REINEMANS, INC.	Park supplies	151414	4.04	09/18/2018
100-555551-350	PARKS - REPAIR/MTCE SUP	REINEMANS, INC.	Insect repellent	151444	7.64	09/19/2018
100-555551-350	PARKS - REPAIR/MTCE SUP	REINEMANS, INC.	Park supplies	151514	5.79	09/20/2018
100-555551-350	PARKS - REPAIR/MTCE SUP	IBD, LLC	#101 battery	110155559	49.95	09/19/2018
100-555551-350	PARKS - REPAIR/MTCE SUP	BUMPER TO BUMPER BURLING	Fleet filters	1-348843	45.33	09/19/2018
100-555551-350	PARKS - REPAIR/MTCE SUP	OTTO PAAP CO, INC	Stock Items Street/Park	131134	4.09	09/05/2018
100-555551-350	PARKS - REPAIR/MTCE SUP	OTTO PAAP CO, INC	Refund for postage due	131297	1.25	09/11/2018
Total 100555551350:					457.05	
100555561298						
100-555561-298	FORESTRY-CONTRACT SE	BREEZY HILL NURSERY INC.	Trees for Rotary Event	I-217635	360.00	09/12/2018
Total 100555561298:					360.00	
100575710299						
100-575710-299	GARBAGE- CNTRCT SVCS	KAPUR & ASSOCIATES, INC.	17.0115.01 Burlington Landfill 2017-2018	95200	1,674.50	09/06/2018
Total 100575710299:					1,674.50	
453565616821						
453-565616-821	2017 Parks Projects	RUNDLE-SPENCE	Congress St plg parts	S2696286.001	26.42	09/05/2018
453-565616-821	2017 Parks Projects	RUNDLE-SPENCE	Congress St plg parts	S2696286.002	95.34	09/11/2018
Total 453565616821:					121.76	
453565616823						
453-565616-823	2017 Pool Construction Proje	MINUTEMAN PRESS OF BURLI	Pool Signs	35901	65.00	09/15/2018
Total 453565616823:					65.00	
453565616830						
453-565616-830	Disaster Exenditure	MENARDS	Menards Acct 32120263	72932	59.99	09/10/2018

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
453-565616-830 Disaster Exenditure	STREICHER'S	Supplies	11330313	09/07/2018	561.28	
Total 453565616830:					621.27	
465535321800						
465-535321-800 STREETS OUTLAY	TOUCHBOARDS	Metal Shelf for SR Carts & SS Stands	0716435-IN	09/20/2018	66.61	
Total 465535321800:					66.61	
621575740159						
621-575740-159 CLOTHING ALLOWANCE	ALSCO	ALSCO WWTP Cust # 012231 (split)	IMIL1364914	09/12/2018	83.10	
621-575740-159 CLOTHING ALLOWANCE	ALSCO	ALSCO WWTP Cust # 012231 (split)	IMIL1367153	09/19/2018	83.10	
Total 621575740159:					166.20	
621575740244						
621-575740-244 REPAIRS,MAINT EQUIPMEN	ALSCO	ALSCO WWTP Cust # 012231 (split)	IMIL1364914	09/12/2018	13.44	
621-575740-244 REPAIRS,MAINT EQUIPMEN	ALSCO	ALSCO WWTP Cust # 012231 (split)	IMIL1364915	09/12/2018	134.27	
621-575740-244 REPAIRS,MAINT EQUIPMEN	ALSCO	ALSCO WWTP Cust # 012231 (split)	IMIL1367153	09/19/2018	13.44	
621-575740-244 REPAIRS,MAINT EQUIPMEN	GRAINGER	GRAINGER WWTP SUPPLIES	9896666873	09/05/2018	489.69	
621-575740-244 REPAIRS,MAINT EQUIPMEN	REINEMANS, INC.	Bug Spray	151424	09/18/2018	35.05	
621-575740-244 REPAIRS,MAINT EQUIPMEN	DONERITE JANITORIAL SERV I	DONERITE BILLING WWTP (split)	3241	09/18/2018	960.00	
Total 621575740244:					1,645.89	
621575740249						
621-575740-249 LABORATORY	ALSCO	ALSCO WWTP Cust # 012231 (split)	IMIL1364915	09/12/2018	93.46	
621-575740-249 LABORATORY	CULLIGAN OF BURLINGTON	CULLIGAN M9 MIXED BED 9" SERVICE	204974	09/06/2018	360.00	
Total 621575740249:					453.46	
621575740253						
621-575740-253 PHOSPHATE REMOVAL	KEMIRA WATER SOLUTIONS	KEMIRA WWTP FERROUS CHLORIDE	9017603845	08/31/2018	2,512.28	
Total 621575740253:					2,512.28	
621575740254						
621-575740-254 SLUDGE REMOVAL	SOLENIS	Praestol	131352996	09/11/2018	6,286.50	
Total 621575740254:					6,286.50	
621575740298						
621-575740-298 CONTRACT SERVICE	BOND TRUST SERVICES CORP	Sewerage System Revenue Bonds	43647	09/12/2018	400.00	
Total 621575740298:					400.00	
621575740310						
621-575740-310 OFFICE SUPPLIES, POSTA	NAPOLI'S PIZZA RESTAURANT	College kids luncheon	58711	08/15/2018	60.42	
621-575740-310 OFFICE SUPPLIES, POSTA	STAPLES BUSINESS ADVANTA	STAPLES WWTP OFFICE SUPPLIES	8051266934	09/01/2018	87.38	
Total 621575740310:					147.80	
622506250000						
622-506250-000 MAINTENANCE-SUPPLIES	REINEMANS, INC.	#10 radium system parts	151420	09/18/2018	6.00	
Total 622506250000:					6.00	
622506310000						
622-506310-000 CHEMICALS	HAWKINS, INC	Tonkazorb 3%	4354112	08/30/2018	3,009.80	

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
622-506310-000 CHEMICALS	HAWKINS, INC	LPC-4	4360365	09/11/2018	530.94	
Total 622506310000:					3,540.74	
622509030000						
622-509030-000 OFFICE SUPPLIES	ALSCO	ALSCO WATER DEPT	IMIL1364913	09/12/2018	33.71	
622-509030-000 OFFICE SUPPLIES	ALSCO	ALSCO WATER DEPT	IMIL1367152	09/19/2018	33.71	
Total 622509030000:					67.42	
622509210000						
622-509210-000 OFFICE SUPPLY	CANON FINANCIAL SERVICES,	Contract No. 3091 /505ENT-M15-MFDCopier	19220325	09/12/2018	5.59	
Total 622509210000:					5.59	
622509330000						
622-509330-000 TRANSPORTATION-SUPPLI	IBD, LLC	#24 battery	110154654	07/11/2018	127.95	
622-509330-000 TRANSPORTATION-SUPPLI	K&M WELDING AND FABRICATI	Fabricate box on trailer	1647	09/14/2018	382.00	
Total 622509330000:					509.95	
622509350000						
622-509350-000 GENERAL PLANT-SUPPLIE	ALSCO	ALSCO DPW (split) Customer # 074781	IMIL1367151	09/19/2018	12.81	
622-509350-000 GENERAL PLANT-SUPPLIE	NAPOLI'S PIZZA RESTAURANT	College kids luncheon	58711	08/15/2018	60.42	
622-509350-000 GENERAL PLANT-SUPPLIE	DONERITE JANITORIAL SERVI	DONERITE BILLING WWTP (split)	3241	09/18/2018	328.00	
Total 622509350000:					401.23	
623575740298						
623-575740-298 CONTRACT SERVICES	MEISNER, GARY	MEISNER AIRPORT MANAGER OCT BILLING	2018OCT	09/24/2018	319.30	
Total 623575740298:					319.30	
623575740310						
623-575740-310 OPERATING SUPPLIES	LANDMARK SERVICES COOPE	Acct # 111289 - Fieldmaster	8573	08/13/2018	504.38	
Total 623575740310:					504.38	
802525211310						
802-525211-310 SUPPLIES FOR DOG/K-9 Uni	STEINIG TAL KENNEL LLC	Dog Boarding with training	1443	09/07/2018	1,440.00	
802-525211-310 SUPPLIES FOR DOG/K-9 Uni	STEINIG TAL KENNEL LLC	Handler Course	1443	09/07/2018	3,500.00	
Total 802525211310:					4,940.00	
Grand Totals:					63,389.94	

Dated: _____

Motion for Approval by: _____

Motion Seconded by: _____



DATE: October 2, 2018

SUBJECT: LICENSES - To approve Operator's Licenses as submitted.

SUBMITTED BY: Diahnn Halbach, City Clerk

BACKGROUND/HISTORY:

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

The following applications have been received and approved by the Burlington Police Department:

Jones, Haley Rose

McAnally, Christopher Lee

Sandberg, Julia Elizabeth

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 applications.

TIMING/IMPLEMENTATION:

This item is scheduled for final consideration at the October 2, 2018 Common Council meeting.



DATE: October 2, 2018

SUBJECT: RESOLUTION 4919(21) - To approve Amendment Number Two to the Planned Unit Development Agreement for the Meadows at Pine Brook Condominium Development.

SUBMITTED BY: Carina Walters, City Administrator

BACKGROUND/HISTORY:

In July 2008 the City of Burlington entered into a Developers Agreement with DJS Partners, LLC. The developer did not complete the project. A significant amount of the infrastructure was completed with the exception of the final lift on Spring Brook Drive. Not knowing who the new developer of the Condominiums were, the Common Council budgeted within its 2016 budget the final lift (\$45,306.89) for Spring Brook Drive.

As the new Developer approached the City in 2017 to begin the construction of the remaining Condominiums and under the terms of the original Development Agreement, any new successor must have Common Council approval. Therefore, Attorney John Bjelajac and City Administrator Carina Walters has identified a mutually beneficial Developers Agreement. The Developer, pending the market, will complete the remaining housing structures, will pay the City half of the final lift, or \$22,653.45, and install a light fixture near 1033 Spring Brook Drive due to lighting concerns both by the resident and the city staff. For your convenience, a copy of the second amended Developers Agreement is attached to your packet.

BUDGET/FISCAL IMPACT:

The City completed the final lift of asphalt for Springbrook Drive in 2015 at a cost of \$45,306.89. As part of this amendment, Springbrook Townhomes II, LLC shall pay half of this cost within 30 days of approval of the amendment.

RECOMMENDATION:

Staff recommend approval of this amendment to the development agreement.

TIMING/IMPLEMENTATION:

This item is for discussion at the September 18, 2018 Committee of the Whole meeting and scheduled for final consideration at the October. 2, 2018 Common Council meeting.

Attachments

Res 4919(21)

Meadows at Pine Brook Agreement

**A RESOLUTION APPROVING AMENDMENT NUMBER TWO TO THE
PLANNED UNIT DEVELOPMENT (PUD) FOR THE
MEADOWS AT PINE BROOK CONDOMINIUM DEVELOPMENT**

WHEREAS, the City of Burlington adopted Resolution No. 4224(119) on April 2, 2008 approving the Development Agreement and Final Plat for the Meadows at Pine Brook Condominiums; and,

WHEREAS, the City of Burlington adopted Resolution No. 4286(56) on December 2, 2008 allowing for an extension of completion of the first lift of asphaltic concrete on the public roadway, public sidewalks and public utility to June 20, 2009; and,

WHEREAS, Springbrook Townhomes II, LLC purchased Lot 3 of the development on July 13, 2103 and Lots 1 and 2 on December 1, 2014; and,

WHEREAS, Springbrook Townhomes II, LLC is now the successor developer under the development agreement; and,

WHEREAS, Springbrook Townhomes II, LLC shall complete the development in two phases, as shown in Exhibit B of the attached agreement, hereto attached at Attachment "A"; and,

WHEREAS, Springbrook Townhomes II, LLC shall reimburse the City of Burlington one-half of the roadway cost for the completion of Springbrook Drive in the amount of \$22,653.45.

NOW THEREFORE BE IT RESOLVED by the Common Council of the City of Burlington, Racine County Wisconsin that Amendment Number Two of the Development Agreement for the Meadows at Pine Brook Condominium Development is hereby approved.

BE IT FURTHER RESOLVED that all of the terms, conditions and provisions of the Development Agreement dated July 30, 2008 shall remain in full force and effect to the extent those terms, conditions and provisions are not inconsistent with the terms, conditions and provisions of this amendment.

Introduced: September 18, 2018
Approved:

Jeannie Hefty, Mayor

Attest:

Diahn Halbach, City Clerk

SECOND AMENDMENT TO THE
MEADOWS AT PINE BROOK CONDOMINIUM
DEVELOPERS AGREEMENT

This Second Amendment (the “Amendment”) is made and entered this _____ day of _____, 2018, by and between:

- a) SPRING BROOK TOWNHOMES, LLC, being a Wisconsin limited liability company with a mailing address of Post Office Box 365, Burlington, Wisconsin 53105, c/o Mr. Craig C. Faust, its Manager (hereinafter referred to as the “Developer”); and
- b) THE CITY OF BURLINGTON, WISCONSIN, being a Wisconsin municipal corporation, with its City Hall located at 300 North Pine Street, Burlington, Wisconsin, 53105 (hereinafter referred to as the “City”).

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Deleted: offices located at 7011 Settler Avenue, Waterford, Wisconsin 53185-1915

INTRODUCTION

On or about the date of July 30, 2008, the City entered into a development agreement (the “Agreement”), entitled “The Meadows at Pine Brook Condominium Development Agreement”, with DJS Partners, LLC, a Wisconsin limited liability company, with offices located at Suite 100, 400 North Broadway, Milwaukee, Wisconsin 53202. A copy of the Agreement is attached hereto as Exhibit A. (The attached Exhibit A is a copy not signed by DJS Partners, LLC, but the signatures of all of the parties were on other copies of the Agreement.)

Spring Brook Townhomes, LLC being the above-named Developer, is now the successor developer under the Agreement. The City has approved the above-named Developer, as the

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successor developer under the Agreement, at the meeting of the City of Burlington Common Council, held on the date of _____, 2018, through written Resolution No. _____.

DJS Partners, LLC, as the original developer for the condominium development (the “Project”), undertook and completed significant portions of the Project, but did not complete the Project in its entirety. That portion of the Project completed by DJS Partners, LLC, under the Agreement is hereinafter referred to as the “Completed Work”, and the portion of the Project that still remains to be completed under the Agreement is hereinafter referred to as “Future Work.”

The City and Developer are entering into this Agreement for the purpose of (i) amending the Agreement to reflect, and remove from the obligations of the Agreement, the Completed Work already performed, and (ii) enter into an Agreement with Developer for the Developer to perform the Future Work, to complete the Project, as modified by this Amendment.

AMENDMENT

1. Introduction. The foregoing “Introduction” is true and correct, and is hereby incorporated herein by reference (including Exhibit A).

2. Future Work. The Developer shall, as the approved successor developer under the Agreement, perform the Future Work, at its own cost and expense, so that this Project is completed in its entirety, under the terms and provisions of the Agreement and this Amendment. It is the intent of the parties that such Future Work be performed by Developer so that this Project is completed in its entirety, in a full and seamless fashion, under the terms and provisions of the Agreement and this Amendment, just as if there have been no lapses of time and/or changes in the named developer for this Project.

3. Completed Work. The parties to this Amendment agree that the following Completed Work has already been performed, and Developer accordingly has no obligations under this Amendment and/or the Agreement to perform the same:

- a) The construction of the sanitary sewer and municipal water infrastructures for the Project.
- b) The construction of the stormwater infrastructure and related grading for the Project.
- c) The roadways for the Project (but see below Paragraph No. 4).

d) The deposit of a Letter of Credit.

The terms and provisions contained in the Agreement that solely and exclusively apply and/or pertain to the Completed Work are deleted and removed from the Agreement. Any and all terms and provisions that still have applicability to the Future Work, however, shall still be part of the Agreement (even if they previously also applied to the Completed Work), as well as those terms and provisions that directly relate to the Future Work.

4. Reimbursement to City for Roadway Work. The City has in part, at its present own cost and expense, completed its roadways for the Project, at a cost of Forty-Five Thousand Three Hundred Six and 89/100 Dollars (\$45,306.89). Developer shall, within Thirty (30) Days after the date of the approval this Amendment by the City of Burlington Common Council, pay One-Half (1/2) of that amount to the City, for and as partial reimbursement of this cost. The City's payment of the remaining One-Half (1/2) of the said roadway cost is a part of the cooperative effort with the successor Developer to complete the development project, as modified by this Amendment.

5. Two Remaining Phases of Development. The Developer shall complete the development project in two phases, as shown in attached Exhibit B. No completion dates are ascribed to each phase, however, recognizing that the market forces will determine the time frames for the Developer to complete the remaining two phases of development.

6. Miscellaneous Provisions.

A. Notices. The Notices, referred to in Subsection IX (J) of the Agreement shall use the addresses stated above in this Amendment.

B. Lighting. Attached hereto as Exhibit C is a copy of an engineering drawing for the Project, prepared by CJ Engineering, of Brookfield, Wisconsin. The drawing shows that an originally-planned dead-end cul-de-sac was changed to a through street, named Spring Brook Drive. A street light is shown on the drawing, and is marked on the drawing as "Street Light ". Developer shall, at Developer's cost and expense, immediately, as a part of the first further development of the Project, install the Street Light. The Street Light shall be of the same type, model, and design as the other street lights already installed by the original developer.

7. Remaining Provisions. Except as necessarily amended and modified to make effective the terms and provisions of this Amendment, the terms and provisions of the Agreement, as they relate to the Future Work, shall continue to be in full force and effect.

Executed at Burlington, Wisconsin on the date first above written.

DEVELOPER:
Spring Brook Townhomes, LLC

CITY:
City of Burlington, Wisconsin

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By: _____
Craig C. Faust
Manager

By: _____
Jeannie Hefty
Mayor

Attest: _____
Diahnn C. Halbach
City Clerk

Authentication

Signatures of Craig C. Faust, Mayor Jeannie Hefty, and Diahnn C. Halbach authenticated this _____ day of _____, 2018.

John M. Bjelajac
Member of the State Bar of the
State of Wisconsin

This document drafted by:
Atty. John M. Bjelajac
State Bar No. 1015325
BJELAJAC & KALLENBACH
601 Lake Avenue
Post Office Box 38
Racine, Wisconsin 53401-0038
Phone: (262)633-9800
FAX: (262)633-1209
City Attorney
City of Burlington

**THE MEADOWS AT PINE BROOK CONDOMINIUM
DEVELOPMENT AGREEMENT**

This Agreement is entered into by and between DJS PARTNERS, LLC, a Wisconsin limited liability partnership (the "Developer") and the CITY OF BURLINGTON, a municipal corporation of the State of Wisconsin, located in Racine and Walworth Counties (the "City")

RECITALS

WHEREAS, the Developer is the owner of the following described real estate (the "Property") described on **Exhibit A**, and

WHEREAS, the Developer desires to develop the Property for residential purposes, and

WHEREAS, the Developer petitioned the City and the City acted to rezone the Property to Rd-2 two family residential district as part of a PUD Planned Unit Development Overlay on March 4, 2008 and made appropriate zoning map amendments to portions of the Property in order to allow the development of the Property as a cluster development of two- family residences, and

WHEREAS, based upon the recommendation of the Plan Commission of the City, the Common Council of the City resolved on April 2, 2008 that the General Development Plan and the Detailed Site Plans, including the Condominium Plat for The Meadows at Pine Brook Condominium ("Condominium") be conditionally approved subject to various conditions including the recordation of the Plat of Condominium and the entry into a Planned Unit Development Agreement between the Developer and the City relative to the manner and method by which the Property is to be developed, and

WHEREAS, the Condominium shall consist of buildings comprising two single family units (each a "Unit") along with certain common elements ("Limited Common Elements" and "General Common Elements") as defined in the Declaration of the Condominium, and

WHEREAS, the Developer agrees to develop the Property as herein described in accordance with this Agreement.

AGREEMENTS

SECTION 1 GENERAL

- A Required Plans The Developer has presented to the City its Plat of Condominium for The Meadows at Pine Brook Condominium, a General Development Plan, Landscaping Plan, Utility Plan, Stormwater Runoff Plan, Site Grading Plan and other documentation, all of which are part of the detailed PUD prepared by CJ Engineering as of April 22, 2008, referenced as Project No 0723R16 approved on May 6, 2008 attached and incorporated herein by reference. The City and the Developer agree that the provisions of this Agreement shall apply to the Condominium development to be undertaken by the Developer.
- B Compliance with Code Subject to approved PUD variances from certain standard zoning requirements as herein set forth, the Developer, entirely at its own expense, shall construct and install all improvements identified in Section II (collectively, the "Improvements") and provide all plans, specifications and other documents in

accordance with the provisions of this Agreement and the provisions of the Municipal Code of the City of Burlington

- C Required Plans The Developer has provided detailed site grading and utility plans for the Property. The Developer shall provide such other engineering and landscaping plans as may be reasonably required and/or required by the City; which additional plans shall be subject to City approval, which shall not be unreasonably withheld
- D Existing Flora The Developer shall make reasonable efforts to protect and retain all existing trees not actually lying within proposed roadways, easement areas, drainage ways, building foundation sites, private alleys, or driveways, paths, and trails. Such trees are to be reasonably protected and preserved during construction in accordance with sound conservation practices, including the practical preservation of trees by use of walls or islands or retaining walls wherever abutting grades are altered
- E Archive Recording Documents Prior to acceptance of any improvement by the City, the Developer shall provide to the City non-diazo, matte mylar (0.004" minimum thickness) reproducible copies, as well as digital copies, of all final plans, which shall include as-built elevations, lengths and other pertinent information for sanitary sewer, storm sewer, grading certification, and water main improvements. Each original copy shall be certified by the Developer's engineer. In addition to said plans, Developer shall televise and record all sewer improvements to be dedicated to the City, and provide recordings to the City
- F Utility Alignment. Sanitary sewers, water mains and storm sewers shall each be designed and laid out in accordance with the Utility Plan presented by the Developer and approved by the City Engineer. Utilities shall be constructed within the confines of easements granted to the City as hereinafter set forth
- G Improvement Standards The Developer hereby agrees to use materials and make the various installations in accordance with the approved plans and specifications as hereinafter set forth, including those standard specifications as the Common Council or its committees may have adopted and published prior to the date of this Agreement. Current improvement standard specifications for utilities are set forth in the current edition of "Standard Specifications for Sewer and Water Construction in Wisconsin", for sanitary sewer, water system and storm sewer construction
- H Building and Occupancy Permits
 - 1 No building permit for a particular Unit shall be issued until
 - a The Site Grading Plans have been submitted to and approved by the City Engineer
 - b The Plat of Condominium has been recorded with the Racine County Register of Deeds
 - 2 No occupancy permit for a particular Unit shall be issued until
 - a The street has been paved to the Unit (except for the final lift of asphalt)

- b The gas, telephone, and electrical services to the Unit seeking the occupancy permit have been installed and are in operation
 - c All City, codes and ordinances and building codes have been complied with for the Unit, except as set forth herein
- 3 It is also understood and agreed by and between the parties hereto that upon application to the Plan Commission and the City Council, the Plan Commission may waive any requirements for installation of utilities and other improvements prior to the issuance of a building permit within the Property
 - 4 The City shall have no obligation to perform repairs or maintenance on the improvements identified in Section 1 until accepted by the City
 - 5 Notwithstanding the foregoing, building permits may be granted for model residential units for display purposes only prior to meeting the conditions set forth in subparagraph 1 above This provision shall not apply to occupancy permits

SECTION II REQUIRED IMPROVEMENTS

A. Generally The Developer, entirely at its own expense, shall, as specifically provided herein, design and install the improvements as such are defined in Chapter 278 of the Code of the City of Burlington in accordance with those sections, the approved General Development Plan, the Site Grading and Utility Plans submitted by the Developer with the PUD as directed by the City

B. Streets The Developer hereby agrees

- 1 To grade, surface and improve public streets situated with the Property in accordance with the Site Grading and Utility Plans submitted by the Developer and approved by the City Engineer prior to construction
- 2 That street improvements will be made and a first lift of asphaltic concrete pavement will be placed on the streets no later than November 15, 2008 No occupancy permits shall be issued until all such street improvements have been made in their entirety, provided that occupancy permits may be issued for Units constructed prior to the final street surfacing and landscaping

The final lift of asphaltic concrete pavement shall be placed when 50% of the condominium units have been completed, or one year from the date of the first lift, whichever is earlier

The roads and streets shall be fully completed with the final lift of asphalt concrete pavement in accordance with City specifications, and the public streets shall be presented to the City for acceptance 30 days after completion The City Engineer shall have sixty (60) days from the date Developer dedicates the street improvements to recommend acceptance to the Common Council or to advise the Developer which portions of the work are not in compliance with the plans and specifications If the Engineer recommends acceptance, the Common Council shall accept the street improvements by

Resolution forthwith. If the Engineer advises the Developer that certain portions are not in compliance, the Developer shall seek the Engineer's recommendation after it has addressed the Engineer's comments.

- 3 If necessary, to execute appropriate cross-easements benefitting The Meadows at Pine Brook Condominium Association and its members and benefitting the City for public safety purposes.

C Sanitary Sewer The Developer agrees

- 1 To construct, furnish, install and provide a complete sewerage collection system throughout the entire Property in accordance with the Site Grading and Utility Plans submitted by the Developer and approved by the City Engineer prior to construction.
- 2 That the construction of sanitary sewers will be completed in accordance with approved plans and specifications and acceptable to the Common Council no later than November 15, 2008. The improvements will be dedicated within thirty (30) days of completion. The City Engineer shall have sixty (60) days from the date Developer dedicates the improvements to recommend acceptance to the Common Council or to advise the Developer which portions of the work are not in compliance with the plans and specifications. If the Engineer recommends acceptance, the Common Council shall accept the improvements by Resolution forthwith. If the Engineer advises the Developer that certain portions are not in compliance, the Developer shall seek the Engineer's recommendation after it has addressed the Engineer's comments. See Section IV.
- 3 No occupancy permits shall be issued until the sanitary sewer line improvements have been made and until the sanitary sewer lines have been dedicated to and accepted by the City.

D Water The Developer hereby agrees

- 1 To construct, furnish, install and provide a complete system of water distribution throughout the entire Property in accordance with the Site Grading and Utility Plans submitted by the Developer and approved by the City Engineer prior to construction.
- 2 That the construction of the system of water distribution will be completed in accordance with approval plans and specifications and acceptable to the Common Council no later than November 15, 2008. The improvements will be dedicated within thirty (30) days of completion. The City Engineer shall have sixty (60) days from the date Developer dedicates the improvements to recommend acceptance to the Common Council or to advise the Developer which portions of the work are not in compliance with the plans and specifications. If the Engineer recommends acceptance, the Common Council shall accept the improvements by Resolution forthwith. If the Engineer advises the Developer that certain portions are not in compliance, the Developer shall seek the Engineer's recommendation after it has addressed the Engineer's comments. See Section IV.

- 3 That no occupancy permits shall be issued until the water distribution improvements have been mad and until the water distribution lines have been dedicated to and accepted by the City

E Surface Water Drainage The Developer agrees

- 1 To construct, furnish, install and provide adequate facilities for storm and surface water drainage throughout the Property in accordance with the Site Grading and Utility Plans submitted by the Developer and approved by the City Engineer prior to construction
- 2 To record written easements with adjoining property owners providing for the use and maintenance of off-site drainage facilities servicing the Property
- 3 That the construction of the facilities for storm and surface water drainage will be completed in accordance with plans and specifications acceptable to the City Engineer no later than November 15, 2008 The storm sewer lines located in public rights-of-way will be dedicated within thirty (30) days of completion The City Engineer shall have sixty (60) days from the date Developer dedicates the storm sewer lines located in public rights-of-way to recommend acceptance to the Common Council or to advise the Developer which portions of the work are not in compliance with the plans and specifications If the Engineer recommends acceptance, the Common Council shall accept the improvements by Resolution forthwith If the Engineer advises the Developer that certain portions are not in compliance, the Developer shall seek the Engineer's recommendation after it has addressed the Engineer's comments See Section IV
- 4 That storm sewer lines located within public rights-of-way shall be properly dedicated to and maintained by the City after acceptance All other surface water drainage facilities within the Property shall be maintained by The Meadows at Pine Brook Condominium Association, Inc pursuant to the provisions of the Declaration of The Meadows at Pine Brook Condominium submitted to the City, approved by the City Attorney and recorded at the office of the Racine County Register of Deeds
- 5 That the City is authorized to come upon any the Limited or General Common Elements of any Unit for the purpose of maintaining or modifying surface water drainage This shall be considered a right but not an obligation of the City and shall be construed as an easement in favor of the City

F Landscaping The Developer hereby agrees

- 1 To require the General Common Elements of the Condominium to be landscaped in accordance with the Landscape Plan submitted by the Developer and approved by the City It is intended that the Landscape Plan provide for the minimum amount of landscaping and that additional landscaping may be undertaken by the Unit Owner or Association, as applicable, subject to the terms and conditions of the Declaration
- 2 To assure that street trees are planted as required by this Agreement and City Ordinance

- 3 To remove and lawfully dispose of all destroyed trees, brush, tree trunks, shrubs and other natural grown and all rubbish
- 4 To require each Unit Owner to complete landscaping the Unit and its Limited Common Elements pursuant to the Landscaping Plan within six (6) months of issuance of the occupancy permit for the lot.
- G Street Signs The Developer hereby agrees to install street signs with such design, at such locations and at such times as the City may reasonably direct or at the option of the City, to reimburse the City for the cost of the same
- H Sidewalks The Developer hereby agrees to install public sidewalks not less than four (4) feet in width as shown on the approved General Development Plan for the Property at the same time the streets are constructed
- I Other Utilities The Developer shall be responsible for and cause electrical power, telephone facilities, cable television facilities and natural gas facilities to be installed in such a manner as to make proper and adequate service available to each building and dwelling unit in the development. None of such services shall be located on overhead poles Plans indicating the proposed location of each such utility to service the development shall be provided to the City prior to the installation of the utility

SECTION III VARIANCES AND DESIGN STANDARDS

The parties acknowledge that the Planned Unit Development concept allows for variance of certain Rd-2 standard requirements It is agreed as follows

- A. Variences The Developer may vary minimums from Rd-2 standards as shown on the PUD and Plat of Condominium, the General Development Plan (Final Development Plan), and other plans and drawings submitted to and approved by the City with regard to lot size, lot width, street yard setback, side yard setback, street design (including street width, terrace width and sidewalk width) and cul de sac right-of-way radius as set forth in City of Burlington Common Council Resolution 4224(119) adopted April 2, 2008
- B. Revised Development Plan The development shall be constructed and improved pursuant to and consistent with the General Development Plan and drawings submitted with the approved Preliminary Condominium Plat, and the Final Condominium Plat Specifically:
 - 1 All dwellings and garages shall be constructed within the building pads shown on the Condominium Plat and General Development Plan
 - 2 Dwellings and garages shall have minimum setbacks as shown on said Plat and Plan
 - 3 All easements shown on the Final Plat shall be recorded at the office of the Racine County Register of Deeds as appropriate
- C. Design Standards The entire development shall be laid out in accordance with the General Development Plan Pursuant thereto

- 1 All residences will be constructed within the building pad locations shown on the General Development Plan and Final Condominium Plat approved by the City
 - 2 All residences will be constructed consistent with facades, elevations, plans and drawings submitted to and approved by the City Plan Commission
- D Landscaping Around Units Within six (6) months from the date of issuance of an occupancy permit for the Unit, the Limited Common Elements shall be fully landscaped, if necessary, pursuant to the Landscape Plans and the approval of the Architectural Control Committee including all standards of City Codes as to installation of street trees of the size, number and spacing as required under the provisions of Section 278-65 of the City Land Division Ordinance All grass areas of the General Common Elements will be sodded or hydro seeded with foundation plantings
- E Parking Restrictions The City shall post the public streets for "no parking" on one side of street.

SECTION IV EASEMENTS, DEDICATION AND MAINTENANCE OBLIGATIONS

Subject to all of the other provisions of this Agreement and all exhibits and plans and specifications incorporated herein, it is agreed as follows

- A. Easements The Developer shall grant to the City easements over, under and across such portions of the Property as the City may reasonably request for the purpose of maintenance of the utilities dedicated to the City hereunder; provided, however, that such easements shall not substantially hinder or adversely affect the Property
- B. Dedication of Utilities The Developer shall, without charge to the City, upon completion of all of the above public utility improvements, unconditionally give, grant, convey and fully dedicate the street improvements, sanitary sewer improvements, water improvements and storm sewer improvements to the City, its successors and assigns, forever, free and clear of all encumbrances whatever, together with, including without limitation because of enumeration, all structures, mains, conduits, pipes, lines, machinery, equipment and appurtenances which may in any way be a part of or pertain to such improvements and together with any and all necessary easements for access thereto After such dedication, the City shall have the right to connect or integrate other sewer or water facilities provided hereunder as the City decides, with no payment or award to, or consent required of, the Developer Dedication shall not constitute acceptance of any improvement by the City

The improvements will be dedicated within thirty (30) days of completion The City Engineer shall have sixty (60) days from the date Developer dedicates the improvements to recommend acceptance to the Common Council or to advise the Developer which portions of the work are not in compliance with the plans and specifications If the Engineer recommends acceptance, the Common Council shall accept the improvements by Resolution forthwith If the Engineer advises the Developer that certain portions are not in compliance, the Developer shall seek the Engineer's recommendation after it has addressed the Engineer's comments The

City shall not unreasonably delay the acceptance of any dedicated improvement after receipt of the Engineer's approval of said improvement.

- C Maintenance of Dedicated Utility Improvements The City shall have the right and obligation to maintain dedicated and accepted street and utility improvements, provided that in undertaking such maintenance and repair obligations, the City, absent negligence on the part of its agents or employees, shall not be responsible for destruction of or damage to building and other improvements (i.e., private streets, driveways, walks, landscaping, etc.) and the City shall have no obligation to restore the Property as a result of maintenance and repair to such utilities except to the extent of normal backfilling to then existing surface elevations

SECTION V PAYMENT OF FEES

- A. Generally Developer shall pay all fees, expenses, costs and disbursements which they are required to pay pursuant to the Municipal Code of the City of Burlington and/or this Agreement. Unless required to be paid as a condition of the approval of this Agreement, such amount(s) shall be paid within thirty (30) days after being billed therefor. All billing of fees, expenses, costs and disbursements outlined below shall be forwarded to Developer at the address set forth herein for Notice for processing. This does not absolve Developer for financial responsibility for payment to the City.
- B. Review Professional and Inspection Fees and Costs Developer shall be responsible for payment of all fees and costs incurred by them in connection with construction and improvements contemplated by this Agreement. Payment shall be made as set forth herein.
1. Review Fees and Costs Developer shall pay the fees and costs equal to the actual technical, planning and administrative review and processing costs of the City and its consultants, and the publication costs that are associated with performing necessary reviews and approval services, relating to the CSM, Condo Plat Reviews, Site Plans, ordinances, resolutions, this Agreement, and all other reviews.
 2. Professional Fees and Costs
 - a. Legal Developer agrees to pay all of the City's legal fees and costs incurred in relation to the approval of this development, whether performed by the City Attorney or his designee, including but not limited to the review of all documents, plans and plats submitted by Developer and/or its representatives, the negotiation and drafting of this Agreement, all legal research, the drafting of any related documents (including ordinances and resolutions), as well as any time incurred in the various and miscellaneous involvements which have been required during the plan approval process.
 - b. Engineering Developer agrees to pay all of the City's engineering fees and costs incurred in relating to the approval of this development, whether provided by the City Engineer, a staff engineer or technician, or designated employee or by a consultant including, but not limited to the review of all documents, plans, CSMs and plats submitted, oversight of the development, inspections, and the cost to update the Official City Map and the City water and sewer maps.

- c Planning Developer agrees to pay all of the City's planning fees and costs incurred in relation to the approval of this development, whether provided by staff, technicians, designated employees or by a consultant included, but not limited to the review of all documents, plans, CSMs and plats submitted, and oversight of the development
- 3 Inspection Fees and Costs Developer shall reimburse the City for the costs of inspection and related services provided by the City or by a consultant on the basis of all such services rendered. The inspector of the improvements on behalf of the City shall be chosen by the City. In the event that the inspector chosen by the City for site inspection during the improvement construction phase is someone other than an employee of the City Engineer's office, the City Engineer may require involvement by his firm in oversight of those inspection processes from time to time as he deems necessary, the costs of which Developer agrees to pay
- C Cash Deposit Required Developer shall deposit, on the sole behalf of the City at a mutually acceptable depository, the sum of **\$ 34,100 00**, being the estimated total of all fees and charges enumerated in paragraph B above to cover "out-of-pocket" costs and expenses incurred by the City for legal, planning, engineering (including inspection), technical, administrative, review fees and expenses for work performed while representing the interests of the City as they relate to this Development Agreement. The sum shall be deposited in an interest-bearing account with all interest accruing also credited to the account. Itemized statements of withdrawal(s) by the City shall be furnished to Developer at the time of withdrawal. Should this amount be drawn down to below \$1,000, or an amount the City determines inadequate to cover the costs and expenses required but not yet incurred, the City shall notify the Developer that an additional deposit in an amount to be determined by the City shall be made within 45 days of the notice. Should the City fail to provide such notice, it shall directly bill the Developer for such costs and expenses, which the Developer shall then pay within 30 days of billing. In the event that the Development fails to proceed or is terminated, the Developer shall remain liable for these fees and costs
- D Sewer Connection Charges and other Fees The Developer shall pay sewer connection charges pursuant to Code of the City of Burlington Chapter 259

In addition, should the City enact new fees or change the existing fees prior to the issuance of a building permit for any of the parcels on the New CSMs, the owner of said parcel shall pay all new or changed fees at the time of application for a building permit

SECTION VI FINANCIAL GUARANTEE

- A. Letter of Credit For the public improvements required in this Agreement, the Developer shall deposit with the City a financial guarantee as provided in Code of the City of Burlington chapter 278 in the amount of **\$ 287,500 00**, the items to be included as listed in Schedule A, attached, which shall assure the faithful performance of the Developer's obligations under this Agreement

The financial guarantee shall be reduced from time to time in amounts equal to the value of improvements which have been installed, completed, and approved by the City or shall be increased in the event of delay in the installation of improvements and the escalation of costs. In no event shall the amount of the financial guarantee be reduced below the aggregate total estimated cost of the improvements not yet installed or accepted, plus Fifteen percent (15%). The City is hereby authorized to contact the Developer's financial agent directly from time to time regarding the sufficiency of the financial guarantee. If the financial guarantee is in the form of a letter of credit, each letter of credit may be drafted so as to terminate upon the passage of twelve months after acceptance by the City of all improvements covered by said letter of credit.

Reduction or withdrawal of any part of a financial guarantee as set forth in this Agreement shall be made with only the approval of the City Engineer and the City Attorney after application to the City Administrator. Such reductions, withdrawals or drawdowns may occur upon approval of elements of the plan by the City, upon consent of the City Engineer and the City Attorney, provided the guarantees and percentage excess provisions are retained. In no event shall the financial guarantee be reduced to less than a reserve amount of at least fifteen percent of the total estimated cost of an improvement (inclusive of the fifteen percent contingency) prior to the acceptance of the improvement. In no event shall the financial guarantee be reduced to less than fifteen percent of the total letter of credit prior to the passage of twelve months after the City's acceptance of the improvement. In the event of a failure by the Developer to complete any public improvement for which any financial guarantee stands as security, the City Engineer and the City Attorney may refuse to permit any reduction or withdrawal, or may require more than a fifteen percent reserve, until twelve months after acceptance of the improvement.

- B No Waiver Acceptance of the dedication of any improvement does not constitute a waiver by the City of the right to draw funds under the financial guarantee or cash deposit in escrow on account of any defect in or failure of the improvement, or failure to pay the cost thereof, that is detected or which occurs after the acceptance of the dedication.
- C Form Financial guarantees shall be approved as to form agreed to by the City Attorney. Letters of credit shall be payable to the City and shall be conditioned upon, and guarantee to the City the performance by Developer of their obligations under this Agreement.
- D Liability not Released All letters of credit, performance bonds, or cash deposits given hereunder are security devices only, which in no manner limit the liability of Developer to the City, however arising and regardless of the amount. It shall be the responsibility of Developer or their successors to provide the City not less than sixty (60) days notice of the expiration of any required letter of credit, performance bond, or cash deposit agreement herein, or the payment of the existing letter of credit amount prior to expiration date.
- E Reservation of Assessment Rights In the event that the letter of credit or performance bond does not provide sufficient funds to complete the improvements to be dedicated to the City as provided herein, in addition to the remedies for default provided to the City by this financial guarantee, the City reserves the right with notice or notice of hearing to impose special assessments or charges for any amount to

which it is entitled by virtue of this Agreement upon the development. Such special assessments or charges shall be collected on the next succeeding tax roll as are other special assessment or charges

SECTION VII GUARANTEE AND INDEMNIFICATION

- A. Guarantee of Improvements Developer shall guarantee all dedicated public improvements constructed by each respectively against defects due to faulty materials or workmanship which appear within twelve (12) months from the date of acceptance of dedication of such improvements as provided in this Agreement. Developer shall repair or replace any such improvements deemed by the City necessary to eliminate such defects and shall pay for all damages to City property or easements and all other City costs resulting from such defects during such period
- B. General Indemnification Developer shall indemnify and hold the City harmless against and from any and all liabilities, costs and expenses incurred by the City which may in any manner result from or arise in the course of, out of, or as a result of their negligence or the negligence of their agents, successors, assigns, contractors, or employees in connection with the construction of the public improvements to be dedicated to the City pursuant to this Agreement. The City shall first look to its insurance coverage before claiming under this indemnity. This indemnification shall terminate at the end of twelve (12) months and one (1) day from the acceptance of dedication of the public improvements required by this Agreement.
- C. Contract Insurance Contractors engaged by Developer to perform the work required by this Agreement within the development and public rights-of-way shall, prior to commencing such work, submit to the City acceptable proof of the following coverages. Further, these certificates shall contain a provision that coverages afforded under the policies will not be canceled until at least ten (10) days written notice has been give to the City. Developer shall file a certificate of insurance showing the City as additional insured and containing a ten (10) day notice to the City of cancellation
- 1 Unemployment and workers compensation insurance which is in strict compliance with state laws
 - 2 Comprehensive personal and public liability insurance which is not less than Five Million Dollars (\$5,000,000 00)
 - 3 Comprehensive property damage insurance having limits of not less than Five Million Dollars (\$5,000,000 00)
 - 4 Comprehensive automobile liability and property insurance for operations of all owned, hired and non-hired motor vehicles of not less than Five Million Dollars (\$5,000,000 00)
 - 5 Fire and extended coverage which shall insure against losses and damages to incomplete and completed work, materials, or equipment covering the improvements to be dedicated to the City until the same have been accepted by the City

SECTION VIII MISCELLANEOUS REQUIREMENTS

- A. Survey Monuments The Developer hereby agrees to properly place and install all survey or other monuments required by statute and ordinance, however, placement of survey monuments may be deferred until the Improvements have been completed as provided by Section 236 15(1)(h), Wisconsin Statutes
- B. Declaration of Condominium. The Developer hereby agrees to cause to be recorded at the office of the Racine County Register of Deeds the Declaration of Condominium for the Property after approval of said Declaration by the City Attorney
- C. Debris The Developer shall be responsible for cleaning up any debris resulting from construction by Developer hereunder within the Property The Developer shall clean up all debris within forty-eight (48) hours after receiving notice from the City Engineer or the Department of Public Works
- D. Clean Up During construction of all improvements required hereunder, the Developer shall be responsible for cleaning up the mud and dirt on the roadways within the Property and its abutting streets resulting from construction of such improvements The Developer shall clean the roadways within twenty-four (24) hours after receiving notice from the City Engineer or the Department of Public Works
- E. Erosion Control Erosion control shall be carried out pursuant to all applicable state codes and statutes, and to Section 278 66 of the Land Division Ordinance of the City of Burlington, as follows The Developer shall cause all grading, excavating, open cuts, side slopes and other land surface disturbances to be so mulched, seeded, sodded, or otherwise protected that erosion, siltation, sedimentation and washing are prevented, in accordance with the plans and specifications approved by the City Engineer In addition
- 1 Sod shall be laid in strips at those intervals necessary to prevent erosion and at right angles to the direction of drainage
 - 2 Temporary vegetation and mulching shall be used to protect critical areas and permanent vegetation shall be installed as soon as practical
 - 3 Construction at any given time shall be confined to the smallest practical area and for the shortest practical period of time
 - 4 Sediment basins shall be installed and maintained at all drainage ways to trap, remove and prevent sediment and debris from being washed outside the area being developed

SECTION IX. GENERAL PROVISIONS

- A. Amendments This Agreement may be amended or modified only by an instrument in writing executed by all of the parties to this Agreement
- B. Ownership The Developer certifies to the City that DJS Partners, LLC is sole owner of the Property and that there is no land contract vendor or mortgagee having an interest in the Property

- C No Waiver No waiver of any provision of this Agreement will be deemed a waiver or constitute a waiver of any other provision, nor shall it be deemed or constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement signed by both the City and the Developer; nor shall the waiver of any default under this Agreement be deemed a waiver of any subsequent default or defaults of the same type. The City's failure to exercise any right under this Agreement shall not constitute the approval of any wrongful act by the Developer or the acceptance of any improvement.
- D Attorney's Fees The Developer shall pay all City Attorney's fees related to this development as set forth in Section V. Should either party be required to resort to litigation, arbitration, or mediation to enforce the terms of this Agreement, each party shall bear its own costs and attorneys fees in their entirety.
- E Third-Party Rights No person or entity who or which is not a party to this Agreement shall have any right of action under this Agreement, except that if the City does not exercise its right within sixty (60) days following an event of default, a purchaser of a lot may bring an action in mandamus to compel the City to exercise its right.
- F Scope This Agreement constitutes an entire agreement between the parties and no statement(s), promise(s), or inducement(s) that is/are not contained in this Agreement shall be binding on the parties.
- G Time For the purpose of computing time periods for City action and other time periods herein, such times in which war, civil disasters, act of God, or extreme weather conditions occur or exist shall not be included if such times prevent the Developer or the City from performing its obligations under this Agreement.
- H Binding Effect Except as otherwise herein provided, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Developer and any successor municipality or municipal corporation to the City.
- I Enforcement Any party to this Agreement, or their respective successors or assigns, may either in law or in equity by suit, action, mandamus, or other proceedings, enforce and compel performance of this Agreement against any other party hereto and their respective successors and assigns.
- J Notice Any notice required or permitted by this Agreement shall be deemed effective when personally delivered in writing or three (3) days after notice is deposited with the U S Postal Service, postage prepaid, certified, and return receipt requested, and addressed as follows:
- | | |
|------------------|---|
| If to Developer: | DJS Partners, LLC
Suite 100
400 N Broadway
Milwaukee WI, 53202 |
| If to City | c/o City Administrator
300 N Pine Street
Burlington, Wisconsin |
- K. Immunity Nothing contained in this Agreement constitutes a waiver of the City's sovereign immunity under any applicable State law.

- L. Personal Jurisdiction and Venue Personal jurisdiction and venue for any civil action commenced by either party to this Agreement, whether arising out of or relating to the financial guarantee or cash deposit, shall be deemed to be proper only if such action is commenced in Circuit Court of Racine County, Wisconsin, unless another court is necessary to join an issuer of an financial guarantee or escrow or deposit agent. The Developer expressly waives his right to bring such action in or to remove such action to any other court, whether state or federal
- M. Terms and Definitions The definitions of terms used herein are as set forth in Chapter 236 of the Wisconsin State Statutes and in the City of Burlington Land Division Ordinance as amended from time to time unless the context requires otherwise

SECTION X NONASSIGNMENT

This Agreement, which is and shall be binding upon the Developer, the Developer's mortgagees, contractors agents, officers, employees, personal representatives, guardians, heirs, successors, individual, firm, partnership, corporation, or purchasing Unit Owners in the Condominium, shall not be assigned without the express approval of the City, which such approval shall not be unreasonably withheld, conditioned, or delayed
 There is no prohibition on the right of the City to assign its rights under this Agreement. The City shall release the original financial guarantee if it accepts new security from any subsequent owner or lender who obtains the Property. However, no act of the City shall constitute a release of the original Developer from its liability under this Agreement.

SECTION XI SEVERABILITY

If any part, term, or provision of this Agreement is held by the courts to be illegal or otherwise unenforceable, such illegality or unenforceability shall not affect the validity of any other part, term, or provision and the rights of the parties shall be construed as if the part, term, or provision was never part of the Agreement

SECTION XII RECORDATION

The City shall file an original copy of this Agreement in the office of the City Clerk of the City of Burlington, Racine County, Wisconsin. In addition, the City may record either an original copy or copy of this Agreement in the office of the Racine County Register of Deeds

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this ____ day of _____, 2008

DJS PARTNERS, LLC

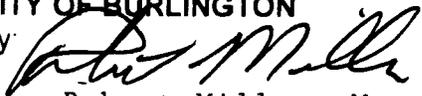
By: John Didier, Manager

State of Wisconsin)
)
 County of Racine)

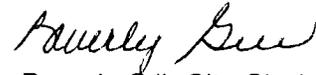
Personally came before me this ___ day of _____, 2008, the above named John Didier, to me known to be the Manager of DJS PARTNERS, LLC, and acknowledged that he executed the foregoing instrument as the agreement of said DJS PARTNERS, LLC by its authority

Notary Public, State of Wisconsin
My commission

CITY OF BURLINGTON

By: 
Robert Miller, Mayor

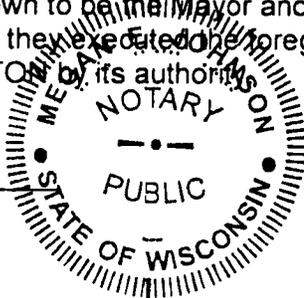
ATTEST

By: 
Beverly Gill, City Clerk

State of Wisconsin)
)
County of Racine)

Personally came before me this 30th day of July, 2008, the above named Robert Miller and Beverly Gill, to me known to be the Mayor and the City Clerk of the CITY OF BURLINGTON, and acknowledged that they executed the foregoing instrument as the agreement of said CITY OF BURLINGTON by its authority.


Notary Public, State of Wisconsin
My commission 11-1-2009



APPROVED


Thomas C Kircher, City Attorney

EXHIBIT A
DESCRIPTION OF PROPERTY

Section 1.

Owner: McWan Homes, LLC
Applicant: C J Engineering, LLC
Applicant Address: 13005 W Bluemound Road, St. 250, Brookfield, WI
Location: 5816, 5826, 5840 S Pine Street.

Legal Description:

A DIVISION OF CERTIFIED SURVEY MAP NO 1312 AND LANDS IN THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 AND THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 2 NORTH, RANGE 19 EAST, IN THE CITY OF BURLINGTON, RACINE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION, THENCE N 89°02'24" E ALONG THE SOUTH LINE OF SAID 1/4 SECTION 802.79 FEET TO THE POINT OF BEGINNING OF LANDS TO BE DESCRIBED; THENCE N 22°39'02" W ALONG THE EAST LINE OF SPRING BROOK LANDING SUBDIVISION 172.13 FEET, THENCE N 76°49'50" E 398.77 FEET TO A POINT ON THE WESTERLY LINE OF S T H "83" ALSO KNOWN AS SOUTH PINE STREET THENCE SOUTH 24°30'39" EAST ALONG SAID WESTERLY LINE 85.61 FEET, THENCE S 10°07'13" E ALONG SAID WESTERLY LINE 191.65 FEET, THENCE S 27°25'13" E ALONG SAID WESTERLY LINE 20.31 FEET, THENCE S 69°58'54" W 356.56 FEET TO THE EAST CORNER OF SAID SUBDIVISION, THENCE N 22°39'02" W ALONG THE EAST LINE OF SAID SUBDIVISION 170.07 FEET TO THE POINT OF BEGINNING

LANDS CONTAINING 121,173 SQUARE FEET OR 2.7817 ACRES
EXCEPTING FROM THIS THE AREA WITHIN THE 100-YEAR RECURRENCE INTERVAL FLOOD PLAIN

Section 2.

Owner: McWan Homes, LLC
Applicant: C.J Engineering, LLC
Applicant Address: 13005 W Bluemound Road, St 250 Brookfield, WI
Location: Lots 17-35 and Outlot 2 in the Springbrook Landing Subdivision, located on S Pine Street north of Yahnke Road.

Legal Description:

LOTS 17-35 AND OUTLOT 2 IN SPRING BROOK LANDING, BEING A SUBDIVISION LOCATED IN PART OF THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 2 NORTH, RANGE 19 EAST, IN THE CITY OF BURLINGTON, RACINE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS

COMMENCING AT THE NORTHWEST CORNER OF SAID ¼ SECTION, THENCE NORTH 89°02'24" EAST ALONG THE NORTH LINE OF SAID 1/4 SECTION 802.79 FEET, THENCE SOUTH 22°39'02" EAST 109.39 FEET TO A POINT "A". THENCE S 67°18'46" W 18.37' TO THE POINT OF BEGINNING OF LANDS TO BE DESCRIBED; THENCE SOUTHWESTERLY 143.16 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHEAST, WHOSE RADIUS IS 62.00 FEET, AND WHOSE CHORD BEARS S 44°50'24" W 113.41 FEET, THENCE SOUTHEASTERLY 31.00 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHWEST, WHOSE RADIUS IS 38.00 FEET AND WHOSE CHORD BEARS S 02°03'11" W 30.15 FEET, THENCE SOUTHWESTERLY 133.33 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHEAST, WHOSE RADIUS IS 770.00 FEET, AND WHOSE CHORD BEARS S 20°25'32" W 133.17 FEET, THENCE S 15°27'54" W 83.25 FEET, THENCE SOUTHWESTERLY 197.98 FEET ALONG THE ARC OF A CURVE WHOSE CENTER IS TO THE NORTHWEST, WHOSE RADIUS IS 373.00 FEET, AND WHOSE CHORD BEARS S 30°40'15" W 195.67 FEET, THENCE SOUTHWESTERLY 225.37 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHEAST, WHOSE RADIUS IS 427.00 FEET, AND WHOSE CHORD BEARS S 30°45'21" W 222.77 FEET, THENCE NORTH 74°22'10" WEST 167.85 FEET, THENCE NORTHEASTERLY 268.93 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHEAST, WHOSE RADIUS IS 515.00 FEET, AND WHOSE CHORD BEARS N 29°05'36" E 265.88 FEET, THENCE N 44°03'11" E 57.57 FEET, THENCE NORTHEASTERLY 91.68 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTHWEST, WHOSE RADIUS IS 190.00 FEET, AND WHOSE CHORD BEARS NORTH 30°13'48" EAST 90.79 FEET, THENCE N 16°24'26" E 43.68 FEET, THENCE NORTHEASTERLY 47.24 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHEAST, WHOSE RADIUS IS 65.00 FEET AND WHOSE CHORD BEARS N 37°13'54" E 46.21 FEET, THENCE N 24°15'09" E 176.62 FEET, THENCE N 29°10' 08" E 80.81 FEET, THENCE N 63°59'06" E 111.86 FEET THENCE S 35°09'00" E 99.57 FEET TO THE POINT OF BEGINNING

TOGETHER WITH

COMMENCING FROM SAID POINT "A", THENCE S 22°39'02" E 60.68 FEET, THENCE S 20°54'55" W 77.47 FEET TO THE POINT OF BEGINNING OF LANDS TO BE DESCRIBED; THENCE CONTINUING S 20°54'55" W 53.53 FEET, THENCE S 22°17'37" E 171.00 FEET, THENCE S 28°28'36" W 317.03 FEET, THENCE N 48°55'34" W 16.24' FEET, THENCE S 28°27'09" W 44.44 FEET, THENCE SOUTHWESTERLY 83.69 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHEAST, WHOSE RADIUS IS 287.50 FEET, AND WHOSE CHORD BEARS S 20°06'47" W 83.40 FEET, THENCE N 76°13'11" W 157.43 FEET, THENCE NORTHEASTERLY 183.84 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHEAST, WHOSE RADIUS IS 373.00 FEET, AND WHOSE CHORD BEARS N 31°45'22" E 181.99 FEET THENCE NORTHEASTERLY 226.65 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTHWEST, WHOSE RADIUS IS 427.00 FEET, AND WHOSE CHORD BEARS N30°40'16" E 224.00 FEET THENCE N 15°27'54" E 83.25 FEET, THENCE NORTHEASTERLY 115.76 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHEAST WHOSE RADIUS IS 716.00 FEET, AND WHOSE CHORD BEARS N 20°05'47" E 115.63 FEET, THENCE NORTHEASTERLY 57.74 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHEAST, WHOSE RADIUS IS 38.00 FEET, AND WHOSE CHORD BEARS N 67°40'45" E 52.34 FEET TO THE POINT OF BEGINNING

LANDS CONTAINING 198,576 SQUARE FEET OR 4.5587 ACRES
EXCEPTING FROM THIS THE AREA WITHIN THE 100-YEAR RECURRENCE INTERVAL FLOOD PLAIN

**SCHEDULE A
FINANCIAL SURETIES REQUIRED
MEADOWS AT PINE BROOK**

LETTER OF CREDIT OR SUBDIVISION BOND

Construction Costs		
1)	Sanitary Sewer	\$ 26,500
2)	Water Main	\$ 49,500
3)	Storm Sewer	\$ 22,500
4)	Public Roadway	\$ 50,000
5)	Demolition	\$ 45,000
6)	Grading and Erosion Control	\$ 56,500
	Contingency +15%	<u>\$ 37,500</u>
Total		\$ 287,500

CASH DEPOSIT

ENGINEERING REVIEW COSTS			
1)	Plan Review	\$ 4,500	
2)	Inspection	<u>\$ 15,000</u>	(Incl Storm Water Pond cert)
	Sub-total	\$ 19,500	

ATTORNEY FEES, PLANNER AND ADMINISTRATIVE COSTS			
1)	Attorney Fees	\$ 6,000	
2)	Administrative Costs	\$ 400	(publication)
3)	City Planner's Costs	<u>\$ 8,200</u>	
	Sub-total	\$ 14,600	

CASH DEPOSIT TOTAL \$ 34,100

THE MEADOWS AT PINE BROOK CONDOMINIUM

LOTS 1 AND 2 OF CERTIFIED SURVEY MAP NO. 2914 RECORDED AS DOCUMENT NO. 2182791 AND OUTLOT 1 OF CERTIFIED SURVEY MAP NO. 2916 RECORDED AS DOCUMENT NO. 2182792 AND OUTLOT 2 OF THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 2 NORTH, RANGE 19 EAST, IN THE CITY OF BURLINGTON, RACINE COUNTY, WISCONSIN.

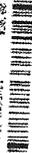
Vol 3 Pg 539

CONTAINING: 307,787 SQUARE FEET 7.0681 ACRES

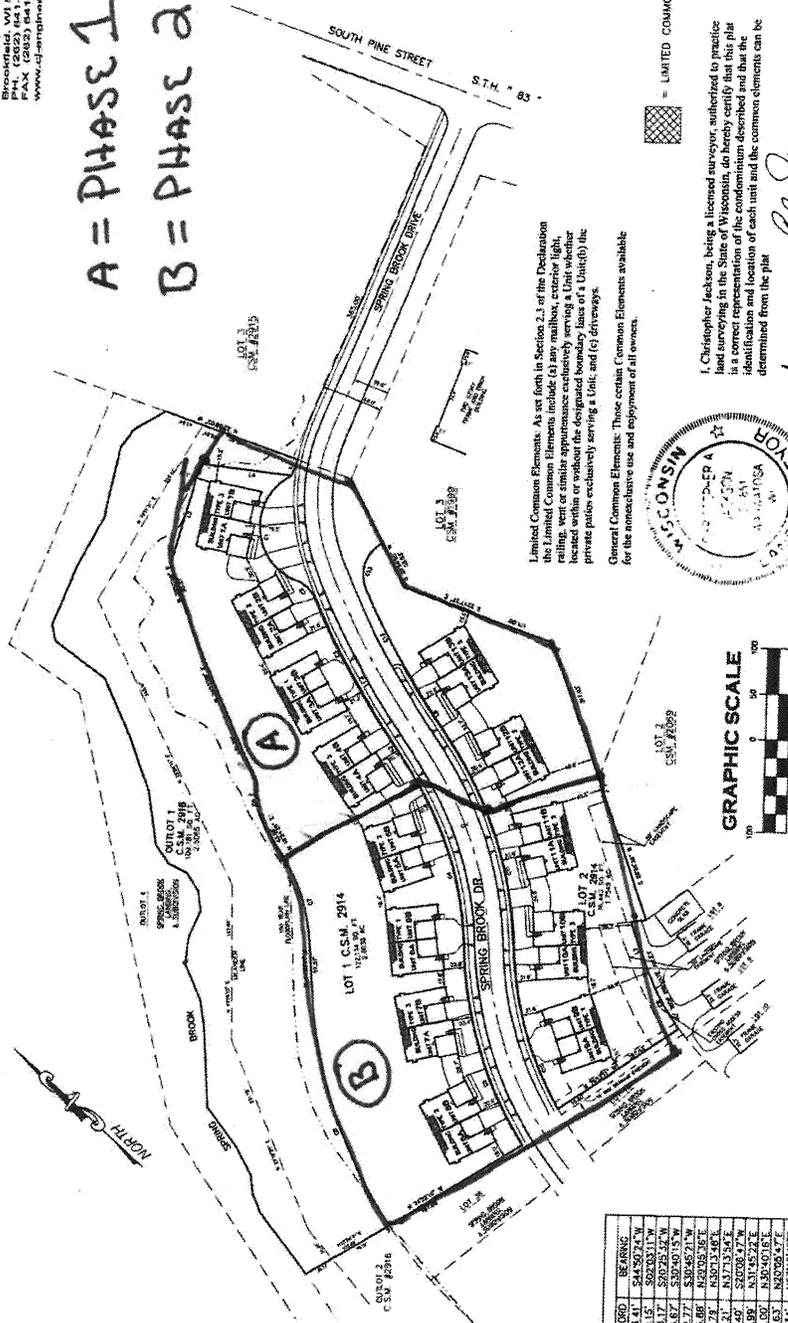
DOC # 2105304
 Record
 Aug. 18, 2008 RT 03:15PM

James A. Harding

GINES A. LORING
 PULINE CITY
 91578 D- B-D5
 Fee Survey
 6-8-20

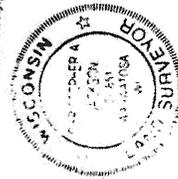


A = PHASE 1
 B = PHASE 2



Limited Common Elements: As set forth in Section 2.1 of the Declaration the Limited Common Elements include, but are not limited to, the railing, vent or similar appearance exhaustory service, the private patio exclusively serving a Unit, and (c) driveways.

General Common Elements: These certain Common Elements available for the annexance use and enjoyment of all owners.



Accessed: 12. 2008
 DATE
 CHRISTOPHER JACKSON, R.L.S.
 REGISTERED LAND SURVEYOR 5-2861

LINE	LENGTH	BEARING
L1	18.37	S82°27'54"W
L2	83.25	S14°27'54"W
L3	111.86	N83°29'06"E
L4	99.57	S32°29'06"E
L5	16.84	S27°29'06"E
L6	44.84	S27°29'06"E
L7	44.84	S27°29'06"E
L8	83.25	N82°27'54"E

CURVE	LENGTH	POINTS	DELTA	CHORD	BEARING
C1	113.16	38.00	113.17	S24°50'24"W	
C2	31.00	38.00	48.44	S13°17'00"W	
C3	153.53	170.00	925.17	S20°25'11"W	
C4	127.08	173.00	3024.42	S20°40'15"W	
C5	218.37	427.00	272.77	S30°45'21"W	
C6	81.88	180.00	85.86	N23°05'26"E	
C7	47.24	65.00	27.38	N37°13'45"E	
C8	83.69	287.50	16.30	S20°08'27"W	
C9	228.84	373.00	287.42	N31°45'22"E	
C10	118.78	314.00	371.53	N30°40'16"E	
C11	57.74	38.00	57.74	N82°06'52"E	



DATE: October 2, 2018

SUBJECT: ORDINANCE 2041(7) To consider a rezone for property located at S. Kane Street (at Industrial Drive) from A-1, Agriculture/Holding District to M-2, General Manufacturing District.

SUBMITTED BY: Gregory Guidry, Building Inspector

BACKGROUND/HISTORY:

This item is to consider recommending approval of a rezone request from the Kurt Petrie on behalf of Lynch Ventures for property located at S. Kane Street (at Industrial Drive). The applicant is requesting to rezone the property from A-1, Agriculture/Holding District to M-2, General Manufacturing District. The applicant proposes to develop a parking lot that would be used for truck storage only.

BUDGET/FISCAL IMPACT:

N/A

RECOMMENDATION:

The Plan Commission and City Staff recommend approval of this rezone request.

TIMING/IMPLEMENTATION:

This item is for discussion at the September 18, 2018 Committee of the Whole meeting, scheduled for a Public Hearing the same night and for final consideration at the October 2, 2018 Common Council meeting.

Attachments

Ord 2041(7)
Rezone map

**AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP BY REZONING S. KANE STREET
(AT INDUSTRIAL DRIVE) FROM A-1, AGRICULTURAL/HOLDING DISTRICT TO M-2, GENERAL
MANUFACTURING DISTRICT**

WHEREAS, Kurt Petrie, applicant, requests property located at S. Kane Street (at Industrial Drive), as described in Attachment "A" to be rezoned to M-2, to add a parking lot on vacant land for storage of vehicles produced by LDV; and,

WHEREAS, this request was heard at, and recommended for approval by the Plan Commission at their September 11, 2018 meeting; and,

WHEREAS, a public hearing was held regarding this matter at the Common Council's September 18, 2018 meeting.

NOW THEREFORE BE IT ORDAINED that the Common Council of the City of Burlington, Racine County and Walworth County, State of Wisconsin does as follows:

Section 1. The district map of the City of Burlington, as it is incorporated by reference and made part of the City Zoning Ordinance, is hereby amended and changed in relation to the zoning classification of land more particularly described as follows:

Owner:	Lynch Ventures
Applicant:	Kurt Petrie, (owner's agent)
Location of Request:	S. Kane Street (at Industrial Drive)
Existing Zoning:	A-1, Agricultural/Holding District
Proposed Zoning:	M-2, General Manufacturing District
Proposed Use:	To add a parking lot on vacant land for storage of vehicles produced by LDV

Section 2. The district map in all other respects shall remain the same.

Section 3. This ordinance shall take effect upon its passage and publication as provided by law.

NOW THEREFORE BE IT FURTHER ORDAINED that the City Clerk shall provide a copy of this ordinance to Planning and Development Director, Julie Anderson, of Racine County Planning and Development, located at 14200 Washington Ave., Sturtevant, WI 53177.

Introduced: September 18, 2018
Adopted:

Jeannie Hefty, Mayor

Attest:

Diahnn Halbach, City Clerk

ATTACHMENT A

Legal Description

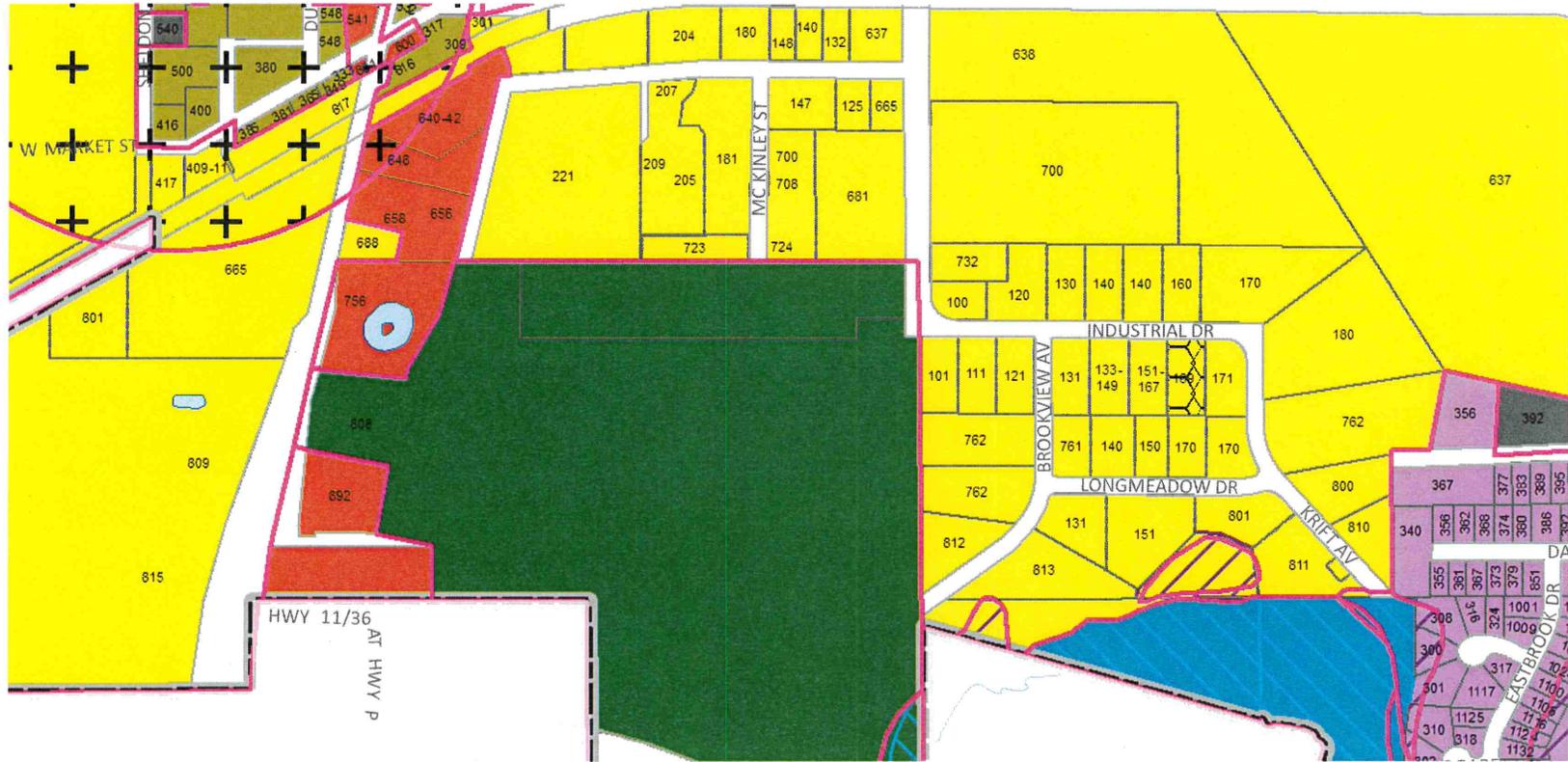
206-02-19-05-065-100

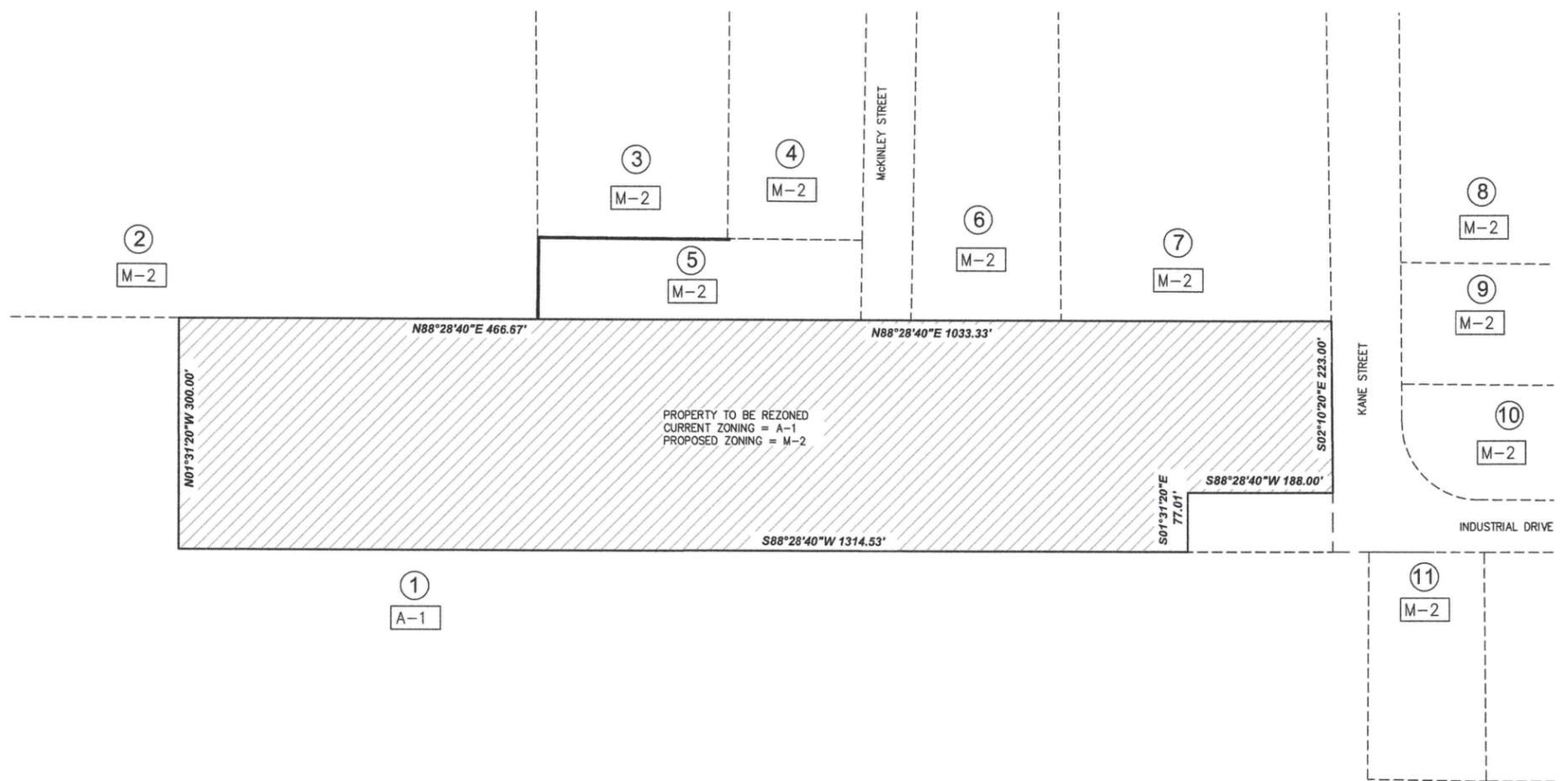
S. KANE STREET (at INDUSTRIAL DRIVE)

RT OF THE LANDS DESCRIBED IN QUIT CLAIM DEED, DOCUMENT NO. 1738118, LOCATED IN THE NORTHWEST $\frac{1}{4}$ OF SECTION 5, TOWNSHIP 2 NORTH, RANGE 19 EAST, CITY OF BURLINGTON, COUNTY OF RACINE, STATE OF WISCONSIN, DESCRIBED MORE PARTICULARLY AS FOLLOWS:

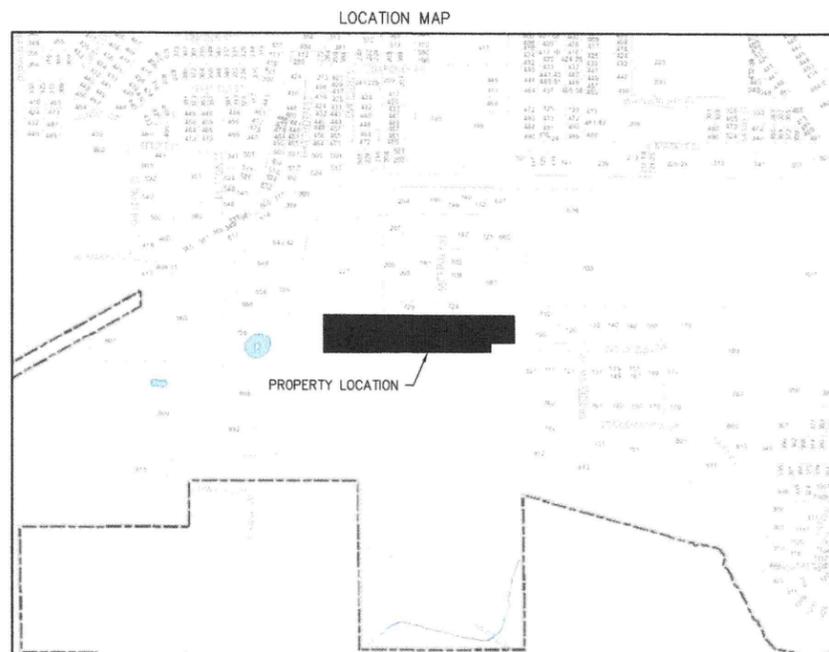
BEGINNING AT THE SOUTHWEST CORNER OF PARCEL TWO OF CERTIFIED SURVEY MAP NO. 1039 AS RECORDED NOVEMBER 3, 1983 IN VOLUME 3 OF CERTIFIED SURVEY MAPS, PAGES 100-103; THENCE ALONG THE NORTH LINE OF THE LANDS DESCRIBED IN SAID QUIT CLAIM DEED, DOCUMENT NO. 1738118, N 88°28'40" E, 1033.33 FEET TO THE WEST RIGHT-OF-WAY LINE OF SOUTH KANE STREET; THENCE S 2°10'20" E ALONG SAID RIGHT-OF-WAY, 223.00 FEET; THENCE PARALLEL WITH THE AFOREMENTIONED NORTH LINE OF THE LANDS DESCRIBED IN QUIT CLAIM DEED, DOCUMENT NO. 1738118, S 88°28'40" W, 188.00 FEET; THENCE S 1°31'20" E, PERPENDICULAR TO SAID NORTH LINE, 77.01 FEET; THENCE 88°28'40" W, PARALLEL WITH SAID NORTH LINE, 1314.53 FEET; THENCE N 1°31'20" W, PERPENDICULAR TO SAID NORTH LINE; THENCE N 88°28'40" E ALONG SAID NORTH LINE, 466.67 FEET TO THE PLACE OF BEGINNING.

SAID PARCEL CONTAINS 10.01 ACRES, MORE OR LESS.





LOT NUMBER	OWNER ADDRESS	EXISTING USE
①	SUZANNE E HUGHES REV TRUST DATED 12/14/99 8190 CAUSEWAY BLVD S ST. PETERSBURG, FL 33707	VACANT
②	TPS ACQUISITION LLC 221 FRONT STREET BURLINGTON, WI 53105	GENERAL MANUFACTURING
③	FEROX PROPERTIES LLC 205 FRONT STREET BURLINGTON, WI 53105	GENERAL MANUFACTURING
④	LYNCH VENTURES LLC 2300 BROWNS LAKE DR. BURLINGTON, WI 53105	GENERAL MANUFACTURING
⑤	H&P ENTERPRISES OF BURLINGTON LLC 2305 S BROWNS LAKE RD BURLINGTON, WI 53105	GENERAL MANUFACTURING
⑥	KASTER C/O K&I STORAGE PO BOX 550 BURLINGTON, WI 53105	GENERAL MANUFACTURING
⑦	J&J BURLINGTON LLC 775 BAYWOOD DRIVE SUITE 318 PETALUMA, CA 94954	GENERAL MANUFACTURING
⑧	WISCONSIN ELECTRIC PO CO 231 WEST MICHIGAN STREET MILWAUKEE, WI 53201	GENERAL MANUFACTURING
⑨	GARY A HENNING TERRY PICHLER 732 KANE STREET BURLINGTON, WI 53105	GENERAL MANUFACTURING
⑩	FETES TRUST GERALD J & CAROL PO BOX 8 BURLINGTON, WI 53105	GENERAL MANUFACTURING
⑪	SHANNON CLISP LLC PO BOX 222 BURLINGTON, WI 53105	GENERAL MANUFACTURING



- LEGEND**
- M-2 - GENERAL MANUFACTURING
 - A-1 - AGRICULTURAL/HOLDING

LDV PARKING LOT
BURLINGTON, WI

LYNCH & ASSOCIATES
ENGINEERING CONSULTANTS, LLC

ZONING EXHIBIT
REVISIONS

NO. BY DATE

ISSUED FOR REVIEW

PLAN DATE 08.18

DESIGNED BY DKV

0 100'
SCALE

PROJECT NO.
15.038

SHEET NO.

1 OF 1