



**AMENDED AGENDA  
COMMON COUNCIL**

**Tuesday, March 5, 2019**

**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

**Student Representatives:**

Jack Schoepke, Student Representative (BHS)  
Morgan Tracy, Student Representative (BHS)

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** *(R. Heft)*
  - A. To approve the Common Council Minutes for February 20, 2019.
6. **Letters and Communications** - There are none.
7. **Reports by Aldermanic Representatives and Department Heads**
8. **Reports** *(S. Rauch)*
  - A. To approve Reports 1-2 as submitted
9. **Payment of Prepaids and Vouchers** *(J. Schultz)*

A. To approved the Prepaid and Voucher list for bills accrued through March 5, 2019:

Total Prepaid:	\$ 4,813,259.05
Total Vouchers:	\$ 64,274.71
<b>Grand Total:</b>	<b>\$ 4,877,533.76</b>

10. **Licenses**

A. To approve an amendment to the "Class A" Liquor License premise description for Wal-Mart Store#3488 located at 1901 Milwaukee Avenue. *(T. Preusker)*

B. To approve Operator's Licenses as submitted. *(T. Bauman)*

11. **Special Events** - There are none.

12. **Appointments and Nominations** *(S. Kott)*

A. To approve the reappointment of Ken Morrison on the Historic Preservation Committee, term expiring 1/4/2022.

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

14. **RESOLUTIONS:**

A. **Resolution 4934(36)** - To approve restructuring and modifications to the Burlington Tax Incremental District (TID) Restructured Policy Manual. *(T. Meyer)*

B. **Resolution 4935(37)** - To approve a Final Plat and Development Agreement for the proposed Glen at Stonegate Subdivision, Addition No. II. *(B. Grandi)*

15. **ORDINANCES:** There are none.

16. **MOTIONS:**

A. **Motion 19-922** - To consider approving a Certificate of Appropriateness for property located at 448 Milwaukee Avenue. *(R. Heft)*

17. **ADJOURN INTO CLOSED SESSION** *(S. Rauch)*

**Wis. Stats 19.85(1)(g)** Conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to possible litigation in which it is or is likely to become involved regard the City of Burlington Ice Festival - State Ice Carving Competition.

18. **RECONVENE INTO OPEN SESSION** *(J. Schultz)*

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

-Consideration and possible action on recommendations for matters discussed in Closed Session by the Common Council.

20. **ADJOURNMENT** *(T. Preusker)*

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



**COMMON COUNCIL REGULAR**

**ITEM NUMBER 5A**

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**DATE:** March 5, 2019

**SUBJECT:** MEETING MINUTES - To approve the Common Council Minutes for February 20, 2019.

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

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**BACKGROUND/HISTORY:**

The attached minutes are from the February 20, 2019 Common Council meeting.

**BUDGET/FISCAL IMPACT:**

N/A

**RECOMMENDATION:**

Staff recommends approval of the attached minutes from the February 20, 2019 Common Council meeting.

**TIMING/IMPLEMENTATION:**

This item is scheduled for final consideration at the March 5, 2019 Common Council meeting.

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**Attachments**

CC Min

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

**CITY OF BURLINGTON  
Common Council Minutes  
Jeannie Hefty, Mayor  
Diahnn Halbach, City Clerk  
Wednesday, February 20, 2019**

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

Mayor Hefty called the Common Council meeting to order at 8:15 p.m. Roll Call - Present: Mayor Hefty, Alderman Susan Kott, Alderman Theresa Meyer, Alderman Bob Grandi, Alderman Ryan Heft, Alderman Steve Rauch, Alderman Todd Bauman, Alderman Tom Preusker. Excused: Alderman Jon Schultz.

Student Representatives - Present: Jack Schoepke (BHS) Excused: Morgan Tracy (BHS)

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, Fire Chief Alan Babe, Police Chief Mark Anderson, Human Resource Manager Jason Corbin, Building Inspector Gregory Guidry 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 none.

5. **Approval of Minutes** - To approve the Common Council Meeting Minutes for January 15, 2019. Motion: Alderman Meyer. Second: Alderman Preusker. With all in favor, the motion carried.

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

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

Mayor Hefty publicly thanked St. Mary's 8th Grade Class for the thoughtful thank you cards each student made for staff and elected officials.

Alderman Bauman asked Chief Babe to provide an EMS update since changes have been implemented. Chief Babe replied that no applications have been received as of yet, however suggested to give staff some time to review the results of the EMS survey, which was just received on the previous Friday.

8. **Reports** - Approval of Reports 1-11 as submitted.

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

9. **Payment of Prepays and Vouchers** - Approval of the Prepaid and Vouchers list for bills accrued through February 20, 2019.

Motion: Alderman Heft. Second: Alderman Kott. Roll Call Vote: Aye - 7. Nay - 0. Motion carried.

10. **Licenses**

- A. Approval of Operator's License Applications as submitted.  
Motion: Alderman Rauch. Second: Alderman Bauman. With all in favor, the motion carried.
- B. Approval of the Denial of an Operator's License.  
Motion: Alderman Rauch. Second: Alderman Meyer. Roll Call Vote: Aye - 7. Nay - 0. Motion carried.

11. **Appointments and Nominations**

- A. To approve the appointment of Dennis Tully to replace Daniel Colwell on the Historic Preservation Committee, term expiring 1/4/2022.  
  
Motion: Alderman Preusker. Second: Alderman Grandi. With all in favor, the motion carried.
- B. To approve the appointment of Paul J. Lynch as an Election Inspector for the 2019 Election year.  
  
Motion: Alderman Preusker. Second: Alderman Bauman. With all in favor, the motion carried.

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

13. **RESOLUTIONS:**

- A. **Resolution 4928(30)** - To consider authorizing fee assessments for Weights and Measures license holders for the period of July 1, 2017 through June 30, 2018.  
  
Motion: Alderman Bauman. Second: Alderman Heft. With all in favor, the motion carried.
- B. **Resolution 4929(31)** - To consider approving a Certified Survey Map for property located at 301 W. State Street and 109-111,117 Schemmer Street.  
  
Motion: Alderman Kott. Second: Alderman Bauman. With all in favor, the motion carried.
- C. **Resolution 4930(32)** - To consider Task Order Number One Hundred and Nine, with Kapur and Associates, Inc. for the 2019 Street and Sidewalk Improvement Program.  
  
Motion: Alderman Meyer. Second: Alderman Preusker. Roll Call Vote: Aye - 7. Nay - 0. Motion carried.
- D. **Resolution 4931(33)** - To approve a Suburban Mutual Assistance Response Teams (S.M.A.R.T.) Agreement.  
  
Motion: Alderman Grandi. Second: Alderman Bauman. With all in favor, the motion carried.
- E. **Resolution 4932(34)** - To consider approving the Annual Contract between the City of Burlington and the Racine County Economic Development Corporation (RCEDC) for 2019 Economic Development Initiatives in the amount of \$47,638.82.  
  
Motion: Alderman Heft. Second: Alderman Rauch. Roll Call Vote: Aye - 7. Nay - 0. Motion carried.
- F. **Resolution 4933(35)** - To accept A Unanimous Petition for Direct Annexation of 0.48 acres at 1063 Spring Valley Road in the Town of Burlington, Racine County, Wisconsin.  
  
Motion: Alderman Rauch. Second: Alderman Kott. With all in favor, the motion carried.

14. **ORDINANCES:**

- A. **Ordinance 2043(9)** - To amend Section 119-5(B)(1)(a), "Official Maps, Based on the Flood Insurance Study (FIS) of the Municipal Code of Burlington.

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

- B. **Ordinance 2044(10)** - To repeal and recreate Chapter 155, "Fire Prevention, Protections and Control Code" of the Code of the City of Burlington.

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

15. **MOTIONS:**

- A. **Motion 19-921** - To consider approving a Certificate of Appropriateness for property located at 164 E. Washington Street.

Motion: Alderman Bauman. Second: Alderman Preusker. Discussion ensued.

Alderman Heft requested if a time limit to complete the project could be included in the motion. Attorney Bjelajac suggested amending Motion 19-921 to include language requiring a time limit on the project as a contingency to receiving the facade grant.

A motion was made by Alderman Heft with a second by Alderman Meyer to amend Motion 19-921 to approve the Certificate of Appropriateness for property located at 164 E. Washington Street on the contingency that the work must be completed by August 31, 2019 in order to receive the facade grant. Roll Call Vote: Aye - 6. Nay - 1 (Ald. Rauch). The motion carried.

Final Vote to Approve the Main Motion as Amended: Aye - 5. Nay - 2 (Ald. Rauch, Ald. Preusker). The motion carried.

16. **ADJOURNMENT**

Motion: Alderman Kott. Second: Alderman Meyer. With all in favor, the motion carried and the meeting adjourned at 8:32 p.m.

Minutes respectfully submitted by:

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Diahnn C. Halbach  
City Clerk  
City of Burlington



**DATE:** March 5, 2019

**SUBJECT:** REPORTS - To approve Reports 1-2 as submitted.

**SUBMITTED BY:** Gregory Guidry, Building Inspector

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**BACKGROUND/HISTORY:**

Attached please find the following reports:  
Historic Preservation Commission Minutes, 1-29-19  
Committee of the Whole Minutes, 2-20-19

**BUDGET/FISCAL IMPACT:**

N/A

**RECOMMENDATION:**

Staff recommends that Council approve the submitted reports.

**TIMING/IMPLEMENTATION:**

This item is scheduled for consideration at the March 5, 2019 Common Council meeting.

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**Attachments**

HPC Minutes

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**HISTORIC PRESERVATION COMMISSION  
MEETING MINUTES  
TUESDAY, JANUARY 29, 2019**

The meeting was called to order by Chairman Darrel Eisenhardt at 6:20 p.m. Aldermanic Representative Susan Kott; Commissioner Steve Wagner; and Commissioner Daniel Colwell were present. Commissioners Frank Capra; Commissioner Ken Morrison; and Commissioner Kevin O'Brien were excused. Student Representative Tyler Van Patten was present. Student Representative Grace Lashbrook was excused.

**CITIZEN COMMENTS**

Judith Schulz, 533 Milwaukee Avenue, handed out a Tax Credit brochure.

**APPROVAL OF MINUTES**

Aldermanic Representative Kott corrected the November 29, 2018 minutes to read “to be removed or painted over” instead of “to be painted over”, and “Kott said to Mr. Thorngate that at that time he budgeted \$3,500 for removal of the sign because he knew” instead of “Kott asked why Mr. Thorngate budgeted for signage when he knew”.

Judith Schulz corrected the November 29, 2018 minutes to read “our Burlington Historic District is on” instead of “533 Milwaukee Avenue is on”.

Aldermanic Representative Kott moved, and Commissioner Colwell seconded to approve the corrected minutes of November 29, 2018 in the two areas.

**LETTERS AND COMMUNICATIONS**

None

**OLD BUSINESS**

None

**NEW BUSINESS**

- A. A Certificate of Appropriateness application from Brian Torgerson for property located at **164 E. Washington Street** to repair the front, side, and rear façade; which includes new windows and trim, door, and tuck-pointing.

- Chairman Eisenhardt introduced and opened this item for discussion.
- Tanya Fonesca, Graef, explained the Certificate of Appropriateness was recommended for denial because the applicant wanted to shrink the windows (which is against the ordinance), as well as information that was missing regarding the doors, windows, and the proposed wood paneling. Ms. Fonesca spoke with Jeff Erickson, representative, to bring more information to present at the meeting.

- Mr. Erickson explained the height of the front window is currently 119 inches and would like to make the knee wall come up higher, thus making the window shorter with 110 inches high. There will be two recessed paneled doors and the front windows will have black finish around the glass and the trim.
- Commissioner Colwell asked if anything in the front would be white. Mr. Erickson answered no, everything would be black. Mr. Erickson stated the top windows are double hung and the middle top window would be a fixed pane window. Commissioner Colwell questioned if there was a second door in the front. Mr. Erickson replied yes, the wood door would be for the upstairs apartment, and the other door would match the existing with a glass panel on top and the same lower panel. Mr. Erickson stated the air conditioning unit will be removed and glass will go in.
- Commissioner Colwell asked why the windows in the rear façade were covered up and how they plan to be updated. Mr. Erickson responded the windows are not all the way through, on the inside they do not exist. Ms. Fonesca explained even though the windows are not operable or it is not ideal to board up the windows, the applicant is trying to preserve the look of the windows for potential future restoration. Aldermanic Representative Kott suggested that Mercantile Hall used something that looks like a black tinted glass into the building, but you cannot see windows once you are inside.
- Ms. Fonesca asked what the future plans are for this building. Mr. Erickson replied the building is still on the market, but would like to get the outside repaired. Mr. Erickson stated there has been so many issues with previous applicants needing a sprinkler system because of the change of use. Mr. Erickson further stated there are no end results for plans.
- Commissioner Wagner asked why the storefront windows would be shorter. Brian Torgerson, owner, answered it was for safety to have the knee wall built higher.
- Chairman Eisenhardt questioned what will be happening with the back door and the cable dish. Mr. Erickson answered the back door (which is all wood) is the two panel door shown in the packet, and the cable dish is being taken down. Commissioner Colwell asked what can be done with the one bricked in window. Student Representative Tyler Van Patten stated he did not think it was a possibility to even open up the windows. Mr. Erickson stated there is plywood inside. Ms. Fonesca stated opening up the windows might not be the best thing to do at this time, especially not knowing what a future buyer would do with the building.
- Commissioner Wagner asked how the stained brick from the fire can be treated. Mr. Guidry explained that the brick on the Urb Garden located at 413 N. Pine Street will be cleaned and not painted. Mr. Torgerson stated he would ask the same person to clean his brick as well.
- Chairman Eisenhardt and Ms. Fonesca summarized what was discussed; the front doors should be 8 feet in height, the side door is the same size as the exiting, and the window is one fixed pane of glass measuring 72 inches high.
- There were no further comments.

- Commissioner Colwell moved, and Aldermanic Representative Kott seconded to approve the Certificate of Appropriateness for the repairs on three sides provided the two proposed front doors are 8 feet high, the side door is to be replaced with the same size as the existing, and to clean the brick in the back.
- All were in favor and the motion carried.

B. A Façade Grant Program application from Brian Torgerson for property located at ***164 E. Washington Street*** to replace front windows, door, and tuck-pointing.

- Chairman Eisenhardt introduced and opened this item for discussion.
- There were no comments.
- Aldermanic Representative Kott moved, and Commissioner Colwell seconded to approve the Façade Grant as presented not to exceed \$5,000.
- Gregory Guidry, Building Inspector, pointed out to the Commissioners what is allowed and not allowed to receive grants if violations were given. Mr. Guidry stated when a property is written up as a violation, the grants are not supposed to be given. Commissioner Wagner stated the buildings are decaying and need assistance for repairs. Mr. Guidry explained the owner was asked to do repairs since 2014, and the current pictures show that no changes have been made.
- Aldermanic Representative Kott moved, and Commissioner Wagner seconded to amend the approval of the Façade Grant as presented not to exceed \$5,000, and overrule the 2018 policy that does not allow a cited building to receive grants.
- Roll call: Aldermanic Representative Susan Kott; Commissioner Steve Wagner; Commissioner Daniel Colwell; and Chairman Darrel Eisenhardt.
- All were in favor and the motion carried.

C. A Façade Grant Program application from Brian Torgerson for property located at ***164 E. Washington Street*** to replace side windows and tuck-pointing.

- Chairman Eisenhardt introduced and opened this item for discussion.
- There were no comments.
- Aldermanic Representative Kott moved, and Commissioner Colwell seconded to approve the Façade Grant as presented not to exceed \$4,620.76, to include replacement of the lap siding around the side door, and overrule the 2018 policy that does not allow a cited building to receive grants.

- Roll call: Aldermanic Representative Susan Kott; Commissioner Steve Wagner; Commissioner Daniel Colwell; and Chairman Darrel Eisenhardt.
- All were in favor and the motion carried.

D. A Façade Grant Program application from Brian Torgerson for property located at **164 E. Washington Street** to retain existing rear windows, and add custom framing into existing windows, and tuck-pointing.

- Chairman Eisenhardt introduced and opened this item for discussion.
- There were no comments.
- Aldermanic Representative Kott moved, and Commissioner Wagner seconded to approve the Façade Grant as presented not to exceed \$4,700, to include cleaning of brick from the fire, and overrule the 2018 policy that does not allow a cited building to receive grants.
- Mr. Guidry informed the Commissioners the rear side (alley side) is not an approved side for receiving façade grants, since it is not a street facing side.
- Aldermanic Representative Kott moved, and Commissioner Wagner seconded to amend the approval of the Façade Grant as presented not to exceed \$4,700, to allow this side to be given a grant, to include cleaning of brick from the fire, and overrule the 2018 policy that does not allow a cited building to receive grants.
- Roll call: Aldermanic Representative Susan Kott; Commissioner Steve Wagner; Commissioner Daniel Colwell; and Chairman Darrel Eisenhardt.
- 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.
- Chairman Eisenhardt stated Itzen’s Shoe Repair should reflect that the grant has been paid out on the spreadsheet. Chairman Eisenhardt further stated there is a \$39,300.96 balance remaining in Round 8 and \$10,000 was funded for Round 9 in 2019.

Commissioner Colwell stated the review of the Historic Preservation Policy should be added to an upcoming meeting.

## **ADJOURNMENT**

Commissioner Colwell moved, and Aldermanic Representative Kott seconded to adjourn the meeting at 7:26 p.m. *All were in favor and the motion carried.*

Recording Secretary,

Kristine Anderson  
Administrative Assistant



DATE: March 5, 2019

SUBJECT: **PREPAID AND VOUCHERS** - To approve the Prepaid and Vouchers list for bills accrued through March 5, 2019.

SUBMITTED BY: Stacey Martin, Accounts Payable Clerk

**BACKGROUND/HISTORY:**

Attached please find the Prepaid and Voucher list for bills accrued through March 5, 2019:

Total Prepaid:	\$ 4,813,259.05
Total Vouchers:	\$ 64,274.71
<b>Grand Total:</b>	<b>\$ 4,877,533.76</b>

**BUDGET/FISCAL IMPACT:**

5 Largest Disbursements on the Prepaid and Voucher List:

1. \$3,167,749.31 Burlington Area School District - Feb Settlement Racine and Walworth
2. \$1,244,214.82 Racine County Treasurer - Feb Settlement State
3. \$ 283,002.49 Gateway-Kenosha Campus - Feb Settlement Racine and Walworth
4. \$ 26,048.79 Ascent Aviation - 100LL Aviation Gasoline
5. \$ 15,000.00 Digicorp - Labor-Block Dollar Contract

**RECOMMENDATION:**

Staff recommends that the Common Council accept and approve these Prepaid and Vouchers in the amount of \$4,877,533.76.

**TIMING/IMPLEMENTATION:**

This item is scheduled for consideration at the March 5, 2019 Common Council meeting.

**Attachments**

- Prepaid 02.15.19
- Prepaid 02.22.19
- Vouchers 03.05.19

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
<b>100160000</b>						
100-160000 PREPAID EXPENDITURES	ZAREK INSURANCE, INC.	EMC Gen Liab Audit	7946	01/24/2019	12,135.00	02/15/2019
Total 100160000:					12,135.00	
<b>100239006</b>						
100-239006 LAW-VISION	SUPERIOR VISION INSURANCE	Policy No. 14150001 Mar Billing	236320	02/11/2019	670.63	02/15/2019
Total 100239006:					670.63	
<b>100239007</b>						
100-239007 LIFE INSURANCE	SECURIAN FINANCIAL GROUP,	Policy No. 002832L Mar Billing	2019MAR	02/13/2019	1,878.92	02/15/2019
Total 100239007:					1,878.92	
<b>100444412000</b>						
100-444412-000 PARKING VIOLATIONS	HENDERSON, RAYMOND	REFUND PARKING TICKET DQ80F8QZDZ	DQ80DQZDQ	02/13/2019	20.00	02/15/2019
Total 100444412000:					20.00	
<b>100515111265</b>						
100-515111-265 Festival/Fireworks/Block Party	HARMONY CLUB, THE	COOKIE WALK-ICE FESTIVAL	021319	02/13/2019	325.00	02/15/2019
Total 100515111265:					325.00	
<b>100515121225</b>						
100-515121-225 MUNI COURT - TELEPHONE	TIME WARNER CABLE	Acct # 089478701 (split)	089478701020119	02/01/2019	15.06	02/15/2019
Total 100515121225:					15.06	
<b>100515121247</b>						
100-515121-247 Computer Replacement	DIGICORP	HP Probook laptop	326939	01/31/2019	2,014.00	02/15/2019
Total 100515121247:					2,014.00	
<b>100515121310</b>						
100-515121-310 MUNI COURT - OFFICE SUP	STATE BAR OF WISCONSIN	Criminal & Traffic Code 2019	5055726	02/05/2019	72.35	02/15/2019
Total 100515121310:					72.35	
<b>100515131225</b>						
100-515131-225 MAYOR-TELEPHONE	TIME WARNER CABLE	Acct # 089478701 (split)	089478701020119	02/01/2019	17.45	02/15/2019
Total 100515131225:					17.45	
<b>100515132220</b>						
100-515132-220 ADMIN - UTILITIES	TIME WARNER CABLE	Acct # 089478701 (split)	089478701020119	02/01/2019	398.58	02/15/2019
Total 100515132220:					398.58	
<b>100515132225</b>						
100-515132-225 ADMIN - TELEPHONE	AT & T	262 763-3747 163 6 (split)	262763347402	02/04/2019	23.31	02/15/2019
Total 100515132225:					23.31	
<b>100515132310</b>						
100-515132-310 ADMIN - OFF SUPP-POSTA	DIGICORP	Digicorp - Service Call	326903	01/31/2019	43.82	02/15/2019

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
Total 100515132310:					43.82	
<b>100515132324</b>						
100-515132-324 ADMIN - MEMBERSHIP DUE	WCMA	WCMA MEMBERSHIP DUES CARINA WALTERS	021419CW	02/14/2019	211.31	02/15/2019
Total 100515132324:					211.31	
<b>100515141220</b>						
100-515141-220 FINANCE - UTILITY SERVIC	TIME WARNER CABLE	Acct # 089478701 (split)	089478701020119	02/01/2019	169.52	02/15/2019
Total 100515141220:					169.52	
<b>100515141225</b>						
100-515141-225 FINANCE - TELEPHONE	AT & T	262 763-3747 163 6 (split)	262763347402	02/04/2019	23.31	02/15/2019
Total 100515141225:					23.31	
<b>100515141330</b>						
100-515141-330 FINANCE - TRAVEL	DEQUAKER, STEVE	Mileage Reimbursement	021119	02/11/2019	150.80	02/15/2019
Total 100515141330:					150.80	
<b>100515181220</b>						
100-515181-220 HR-UTILITY SERVICES	TIME WARNER CABLE	Acct # 089478701 (split)	089478701020119	02/01/2019	37.30	02/15/2019
Total 100515181220:					37.30	
<b>100525211160</b>						
100-525211-160 POLICE - WORKERS COMP	UNEMPLOYMENT INSURANCE	DWD-UI acct 692108-000-2	9373140	01/25/2019	905.16	02/15/2019
Total 100525211160:					905.16	
<b>100525211220</b>						
100-525211-220 POLICE - UTILITY SERVICE	TIME WARNER CABLE	Acct # 089478701 (split)	089478701020119	02/01/2019	797.41	02/15/2019
Total 100525211220:					797.41	
<b>100525211225</b>						
100-525211-225 POLICE - TELEPHONE	AT & T	262 763-3747 163 6 (split)	262763347402	02/04/2019	116.59	02/15/2019
Total 100525211225:					116.59	
<b>100525220157</b>						
100-525220-157 FIRE - INSERVICE TRAININ	BENKO, JUSTIN	Reimburse-Officer Class Textbook	021419	02/14/2019	95.58	02/15/2019
Total 100525220157:					95.58	
<b>100525220159</b>						
100-525220-159 FIRE - CLOTHING ALLOWA	LARK UNIFORM OUTFITTERS	Hat Badge-Chief	282891	01/24/2019	79.95	02/15/2019
Total 100525220159:					79.95	
<b>100525220211</b>						
100-525220-211 FIRE - PHYSICALS	AURORA HEALTH CARE	Acct #600003825 Baran, Thomas	169746534	12/17/2018	163.00	02/15/2019
Total 100525220211:					163.00	

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
<b>100525220220</b>						
100-525220-220 FIRE - UTILITY SERVICES	TIME WARNER CABLE	Acct # 079780001	079780001020119	02/01/2019	120.84	02/15/2019
100-525220-220 FIRE - UTILITY SERVICES	TIME WARNER CABLE	Acct # 089478701 (split)	089478701020119	02/01/2019	224.28	02/15/2019
Total 100525220220:					345.12	
<b>100525220225</b>						
100-525220-225 FIRE - TELEPHONE	AT & T	262 763-3747 163 6 (split)	262763347402	02/04/2019	93.27	02/15/2019
Total 100525220225:					93.27	
<b>100525220242</b>						
100-525220-242 FIRE - REPAIR & MAINT VE	RELIANT FIRE APPARATUS, IN	parts-V925	119-20840	02/04/2019	292.06	02/15/2019
Total 100525220242:					292.06	
<b>100525220248</b>						
100-525220-248 FIRE - REPAIR MAINT BLDG	SOLOFRA PLUMBING & HEATIN	Rodding	82209	02/05/2019	130.00	02/15/2019
100-525220-248 FIRE - REPAIR MAINT BLDG	VORPAGEL SERVICE INC.	Fire Dept-Vent Pipe Replacement	44053	01/31/2019	495.00	02/15/2019
100-525220-248 FIRE - REPAIR MAINT BLDG	TSB COMMUNICATIONS, LLC	Power Supply-Cameras	62643	02/06/2019	631.00	02/15/2019
Total 100525220248:					1,256.00	
<b>100525220295</b>						
100-525220-295 Medical Service/Supply	EMERGENCY MED. PRODUCTS	glutose gel	2046731	02/01/2019	90.45	02/15/2019
Total 100525220295:					90.45	
<b>100525231220</b>						
100-525231-220 BLDG INSP UTILITIES	TIME WARNER CABLE	Acct # 089478701 (split)	089478701020119	02/01/2019	23.91	02/15/2019
Total 100525231220:					23.91	
<b>100535321220</b>						
100-535321-220 STREETS - UTILITIES	TIME WARNER CABLE	Acct # 089478701 (split)	089478701020119	02/01/2019	249.15	02/15/2019
Total 100535321220:					249.15	
<b>100535321225</b>						
100-535321-225 STREETS - TELEPHONE	AT & T	262 763-3747 163 6 (split)	262763347402	02/04/2019	46.63	02/15/2019
Total 100535321225:					46.63	
<b>100535321350</b>						
100-535321-350 STREETS - REP MAINT SUP	Wholesale Direct, Inc.	DPW - Parts	237476	01/30/2019	112.10	02/15/2019
Total 100535321350:					112.10	
<b>100545430298</b>						
100-545430-298 ANIMAL SHELTER	WISCONSIN HUMANE SOCIETY	ANIMAL SHELTER CONTRACT JAN.	1334	02/01/2019	570.41	02/15/2019
Total 100545430298:					570.41	
<b>100555551220</b>						
100-555551-220 PARKS - UTILITIES	WE ENERGIES	6682-248-573	6682248573JAN19	01/30/2019	425.75	02/15/2019
100-555551-220 PARKS - UTILITIES	TIME WARNER CABLE	Acct # 089478701 (split)	089478701020119	02/01/2019	59.78	02/15/2019
Total 100555551220:					485.53	

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<b>10055551350</b>						
100-55551-350 PARKS - REPAIR/MTCE SUP	Wholesale Direct, Inc.	DPW - Parts	237476	01/30/2019	112.09	02/15/2019
Total 10055551350:					112.09	
<b>251454572000</b>						
251-454572-000 LIBRARY FINES	UNIQUE MANAGEMENT SERVI	Placements	493571	01/01/2019	53.70	02/15/2019
Total 251454572000:					53.70	
<b>251555511247</b>						
251-555511-247 REPAIR,MAINTENANCE BUI	MENARDS	Supplies-Library	83496	01/17/2019	28.75	02/15/2019
251-555511-247 REPAIR,MAINTENANCE BUI	MENARDS	Supplies-Library	85030	02/05/2019	11.16	02/15/2019
Total 251555511247:					39.91	
<b>251555511327</b>						
251-555511-327 MATERIALS	CAVENDISH SQUARE PUBLISHI	MARSHALL CAVENDISH LIBRARY MATERIALS	CAO3079921	12/03/2018	193.94	02/15/2019
Total 251555511327:					193.94	
<b>251555511345</b>						
251-555511-345 PROGRAMS	Berndt, Linda	Rojos Popcorn-Program	021319	02/13/2019	20.00	02/15/2019
251-555511-345 PROGRAMS	BLACK POINT ESTATE	Presentation from Black Point Estate	027	02/03/2019	50.00	02/15/2019
251-555511-345 PROGRAMS	REHORST, JASON	Rock Display and Program Speaker	021319	02/13/2019	50.00	02/15/2019
Total 251555511345:					120.00	
<b>501514900000</b>						
501-514900-000 ADMINISTRATIVE EXPENSE	DIRECTPATH	Monthly fee for Advocacy Serv	AT41709	02/01/2019	159.00	02/15/2019
Total 501514900000:					159.00	
<b>621575740225</b>						
621-575740-225 TELEPHONE	TIME WARNER CABLE	Acct # 089478701 (split)	089478701020119	02/01/2019	249.15	02/15/2019
Total 621575740225:					249.15	
<b>621575740249</b>						
621-575740-249 LABORATORY	CULLIGAN OF BURLINGTON	Acct. No. 500-08487456-8	2019FEBWWTP	01/31/2019	42.25	02/15/2019
Total 621575740249:					42.25	
<b>621575740253</b>						
621-575740-253 PHOSPHATE REMOVAL	KEMIRA WATER SOLUTIONS	KEMIRA WWTP PIX-111 BULK	9017616980	12/26/2018	1,648.76	02/15/2019
Total 621575740253:					1,648.76	
<b>622506230000</b>						
622-506230-000 SUPPLIES	WE ENERGIES	1473-005-365	1473005365JAN19	01/31/2019	166.95	02/15/2019
Total 622506230000:					166.95	
<b>622509210000</b>						
622-509210-000 OFFICE SUPPLY	TIME WARNER CABLE	Acct # 089478701 (split)	089478701020119	02/01/2019	149.44	02/15/2019
622-509210-000 OFFICE SUPPLY	AT & T	262 763-3747 163 6 (split)	262763347402	02/04/2019	46.62	02/15/2019
Total 622509210000:					196.06	

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<b>623575740225</b>						
623-575740-225 TELEPHONE	AT & T	262 763-3747 163 6 (split)	262763347402	02/04/2019	69.95	02/15/2019
Total 623575740225:					69.95	
<b>623575740298</b>						
623-575740-298 CONTRACT SERVICES	BURLINGTON DEVELOPMENT	TIME WARNER	2019FEB	02/01/2019	366.84	02/15/2019
623-575740-298 CONTRACT SERVICES	BURLINGTON DEVELOPMENT	Pat's Sanitary Service	2019FEB	02/01/2019	35.97	02/15/2019
623-575740-298 CONTRACT SERVICES	BURLINGTON DEVELOPMENT	Outside Service - Cleaning	2019FEB	02/01/2019	144.44	02/15/2019
623-575740-298 CONTRACT SERVICES	BURLINGTON DEVELOPMENT	pest control services	2019FEB	02/01/2019	55.00	02/15/2019
Total 623575740298:					602.25	
<b>623575740310</b>						
623-575740-310 OPERATING SUPPLIES	CULLIGAN OF BURLINGTON	500-08374241-0 Burlington Municipal Airport	2019JANAIRPORT	01/31/2019	50.07	02/15/2019
623-575740-310 OPERATING SUPPLIES	BURLINGTON DEVELOPMENT	kitchen/hangar supplies	2019FEB	02/01/2019	119.40	02/15/2019
623-575740-310 OPERATING SUPPLIES	BURLINGTON DEVELOPMENT	Culligan Water System	2019FEB	02/01/2019	229.00	02/15/2019
Total 623575740310:					398.47	
<b>864121100</b>						
864-121100 TAXES RECEIVABLE	RACINE COUNTY TREASURER	Delinquent Taxes 2017-Strelbicki	021419	02/14/2019	560.56	02/15/2019
Total 864121100:					560.56	
<b>864212001</b>						
864-212001 REFUNDS PAYABLE	JHW PROPERTIES LLC	PROPERTY TAX REFUND 2018	165990	02/06/2019	1,099.32	02/15/2019
864-212001 REFUNDS PAYABLE	SULLIVAN, SARAH	PROPERTY TAX REFUND 2018	166354	02/07/2019	179.64	02/15/2019
864-212001 REFUNDS PAYABLE	FLIESS, DAVID	PROPERTY TAX REFUND 2018	165016	02/04/2019	123.78	02/15/2019
864-212001 REFUNDS PAYABLE	SCHERRER, CONSTANCE JOY	PROPERTY TAX REFUND 2018	164883	02/04/2019	2,136.72	02/15/2019
864-212001 REFUNDS PAYABLE	SMITH, SCOTT R & CHRISTINE	PROPERTY TAX REFUND 2018	165178	02/04/2019	226.90	02/15/2019
864-212001 REFUNDS PAYABLE	ZION, CHRISTOPHER M & KAIT	PROPERTY TAX REFUND 2018	165643	02/05/2019	3,633.65	02/15/2019
864-212001 REFUNDS PAYABLE	KLOHN, JEFFREY J	PROPERTY TAX REFUND 2018	165829	02/05/2019	172.66	02/15/2019
Total 864212001:					7,572.67	
<b>864243100</b>						
864-243100 DUE TO COUNTY CURRENT LE	RACINE COUNTY TREASURER	Feb Settlement State	021419*	02/14/2019	1,244,214.82	02/15/2019
864-243100 DUE TO COUNTY CURRENT LE	WALWORTH COUNTY TREASU	Feb 2018 Settlement Walworth County	021419	02/14/2019	2,491.75	02/15/2019
Total 864243100:					1,246,706.57	
<b>864246001</b>						
864-246001 DUE TO SCHOOL CURRENT LE	BURLINGTON AREA SCHOOL D	Feb Settlement Racine	021419	02/14/2019	3,161,317.91	02/15/2019
864-246001 DUE TO SCHOOL CURRENT LE	BURLINGTON AREA SCHOOL D	Feb Settlement Walworth	021419	02/14/2019	6,431.40	02/15/2019
Total 864246001:					3,167,749.31	
<b>864247000</b>						
864-247000 DUE TO VTAE CURRENT LEVY	GATEWAY - KENOSHA CAMPU	Feb Settlement Racine	021419	02/14/2019	282,427.92	02/15/2019
864-247000 DUE TO VTAE CURRENT LEVY	GATEWAY - KENOSHA CAMPU	Feb Settlement Walworth	021419	02/14/2019	574.57	02/15/2019
Total 864247000:					283,002.49	
Grand Totals:					4,733,572.76	

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GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
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Dated: \_\_\_\_\_

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

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

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
<b>100160000</b>						
100-160000 PREPAID EXPENDITURES	DIGICORP	Labor-Block Dollar Contract	327034	02/19/2019	15,000.00	02/22/2019
Total 100160000:					15,000.00	
<b>100454521001</b>						
100-454521-001 BOND FEES	RACINE COUNTY CLERK OF C	Wells, Courtney N; Warrant: 13cm667	13CM667	02/18/2019	378.00	02/22/2019
100-454521-001 BOND FEES	NORTH SHORE MUNICIPAL CO	Dillard, Standley O: Warrant #2017001603	2017001603	02/15/2019	187.00	02/22/2019
Total 100454521001:					565.00	
<b>100515111265</b>						
100-515111-265 Festival/Fireworks/Block Party	HAMPTON INN	Rooms-Ice Festival	010119	01/01/2019	623.00	02/22/2019
Total 100515111265:					623.00	
<b>100515111310</b>						
100-515111-310 CITY COUNCIL - OFF SUP-P	KOTT, SUSAN	Materials-HPC Meeting	022019	02/20/2019	99.88	02/22/2019
Total 100515111310:					99.88	
<b>100515121310</b>						
100-515121-310 MUNI COURT - OFFICE SUP	MINUTEMAN PRESS OF BURLI	Forms - Municipal Court	37645	02/18/2019	236.99	02/22/2019
100-515121-310 MUNI COURT - OFFICE SUP	STAPLES BUSINESS ADVANTA	STAPLES MUNICIPAL COURT SUPPLIES	8053137942	02/02/2019	41.85	02/22/2019
Total 100515121310:					278.84	
<b>100515132153</b>						
100-515132-153 ADMIN - EBC	EMPLOYEE BENEFITS CORPO	EBC ADMINISTRATION	2446458	02/15/2019	10.42	02/22/2019
Total 100515132153:					10.42	
<b>100515132225</b>						
100-515132-225 ADMIN - TELEPHONE	AT & T	287278196495	287278196495XC0	02/05/2019	138.75	02/22/2019
Total 100515132225:					138.75	
<b>100515132298</b>						
100-515132-298 ADMIN - CONTRACT SERVI	POLICY CONFLUENCE INC	PLATFORM ACCESS & LICENSE AGREEMENT	1164	01/14/2019	3,000.00	02/22/2019
Total 100515132298:					3,000.00	
<b>100515132310</b>						
100-515132-310 ADMIN - OFF SUPP-POSTA	STAPLES BUSINESS ADVANTA	STAPLES ADMIN OFFICE SUPPLIES	8053137942	02/02/2019	79.76	02/22/2019
Total 100515132310:					79.76	
<b>100515141153</b>						
100-515141-153 FINANCE - EMPLOYEE BEN	EMPLOYEE BENEFITS CORPO	EBC FINANCE	2446458	02/15/2019	2.08	02/22/2019
Total 100515141153:					2.08	
<b>100515141225</b>						
100-515141-225 FINANCE - TELEPHONE	AT & T	287278196495	287278196495XC0	02/05/2019	138.75	02/22/2019
Total 100515141225:					138.75	
<b>100515141310</b>						
100-515141-310 FINANCE - OFFICE SUPP/P	BEAR GRAPHICS, INC.	laser checks	815955	01/31/2019	414.33	02/22/2019

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Total 100515141310:					414.33	
<b>100515141330</b>						
100-515141-330 FINANCE - TRAVEL	SOLOFRA, PATRICIA	Travel Reimbursement - Mileage, Hotel, Meals	021919	02/19/2019	371.40	02/22/2019
Total 100515141330:					371.40	
<b>100525211153</b>						
100-525211-153 POLICE - EMP BENEFITS C	EMPLOYEE BENEFITS CORPO	EBC POLICE	2446458	02/15/2019	10.42	02/22/2019
Total 100525211153:					10.42	
<b>100525211225</b>						
100-525211-225 POLICE - TELEPHONE	AT & T	287278196495	287278196495XC0	02/05/2019	163.58	02/22/2019
Total 100525211225:					163.58	
<b>100525211226</b>						
100-525211-226 POLICE - COMPUTER EQUI	DIGICORP	Pocket Jet Printer	326853	01/31/2019	363.00	02/22/2019
Total 100525211226:					363.00	
<b>100525211310</b>						
100-525211-310 POLICE - OFF SUPP-POSTA	STAPLES BUSINESS ADVANTA	STAPLES POLICE DEPT	8053137942	02/02/2019	540.62	02/22/2019
Total 100525211310:					540.62	
<b>100525211311</b>						
100-525211-311 POLICE - COMP SOFTWAR	IRONDOR SOFTWARE	Maintenance - program updates & support	19-6	02/01/2019	400.00	02/22/2019
Total 100525211311:					400.00	
<b>100525211330</b>						
100-525211-330 POLICE - TRAVEL	KRUSEMARK, JEREMY	Reimbursement: Leadership Training	021419	02/14/2019	23.20	02/22/2019
Total 100525211330:					23.20	
<b>100525211533</b>						
100-525211-533 POLICE - COPY MACHINE R	JAMES IMAGING SYSTEMS, IN	TOSHIBA- 4555C	24188603	02/04/2019	426.61	02/22/2019
Total 100525211533:					426.61	
<b>100525220211</b>						
100-525220-211 FIRE - PHYSICALS	TRANS UNION LLC	TRANS UNION LLC FIRE	01909895	01/29/2019	14.03	02/22/2019
Total 100525220211:					14.03	
<b>100525220310</b>						
100-525220-310 FIRE - OFFICE SUPPLIES	STAPLES BUSINESS ADVANTA	STAPLES FIRE DEPT SUPPLIES	8053137942	02/02/2019	18.58	02/22/2019
Total 100525220310:					18.58	
<b>100525231310</b>						
100-525231-310 BLDG INSP - OPERATING S	GUIDRY, GREGORY	reimbursement-Flash Light Batteries	021919	02/19/2019	21.01	02/22/2019
Total 100525231310:					21.01	

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<b>100535321220</b>						
100-535321-220 STREETS - UTILITIES	WE ENERGIES	0688-843-174	0688843174FEB19	02/13/2019	358.03	02/22/2019
100-535321-220 STREETS - UTILITIES	WE ENERGIES	7617-269-652	7617269652JAN19	02/12/2019	41.22	02/22/2019
Total 100535321220:					399.25	
<b>100535321225</b>						
100-535321-225 STREETS - TELEPHONE	TDS	TDS DPW 262-539-3770 (SPLIT)	262-539-3770 02/19	02/19/2019	88.23	02/22/2019
Total 100535321225:					88.23	
<b>100535321234</b>						
100-535321-234 STREETS - SALT AND SAND	MORTON SALT, INC	MORTON SALT DPW DELIVERY	5401710533	11/29/2018	1,519.75	02/22/2019
100-535321-234 STREETS - SALT AND SAND	MORTON SALT, INC	MORTON SALT DPW DELIVERY	5401711794	11/30/2018	10,889.82	02/22/2019
100-535321-234 STREETS - SALT AND SAND	MORTON SALT, INC	MORTON SALT DPW DELIVERY	5401713142	12/03/2018	1,634.71	02/22/2019
Total 100535321234:					14,044.28	
<b>100535321261</b>						
100-535321-261 STREETS - LIGHTING	WE ENERGIES	0088-492-988	0088492988JAN19	02/11/2019	61.65	02/22/2019
100-535321-261 STREETS - LIGHTING	WE ENERGIES	2019-198-266	2019198266FEB19	02/13/2019	53.19	02/22/2019
100-535321-261 STREETS - LIGHTING	WE ENERGIES	3073-922-427	3073922427JAN19	02/11/2019	15.71	02/22/2019
100-535321-261 STREETS - LIGHTING	WE ENERGIES	3277-994-067	3277994067JAN19	02/12/2019	59.52	02/22/2019
100-535321-261 STREETS - LIGHTING	WE ENERGIES	4067-122-145	40674122145JAN19	02/11/2019	23.02	02/22/2019
100-535321-261 STREETS - LIGHTING	WE ENERGIES	5639-265-567	5639265567JAN19	02/12/2019	117.70	02/22/2019
100-535321-261 STREETS - LIGHTING	WE ENERGIES	6438-309-692	6438309692JAN19	02/14/2019	129.51	02/22/2019
100-535321-261 STREETS - LIGHTING	WE ENERGIES	6838-102-431	6838102431JAN19	02/13/2019	271.64	02/22/2019
Total 100535321261:					731.94	
<b>100535321310</b>						
100-535321-310 STREETS - OFF SUPP/POS	TIME WARNER CABLE	Acct # 079820101 (split)	079820101020119	02/01/2019	30.21	02/22/2019
100-535321-310 STREETS - OFF SUPP/POS	STAPLES BUSINESS ADVANTA	STAPLES STREET OFFICE SUPPLIES	8053137942	02/02/2019	81.19	02/22/2019
Total 100535321310:					111.40	
<b>10055551220</b>						
100-555551-220 PARKS - UTILITIES	WE ENERGIES	0235-568-359	0235568359JAN19	02/12/2019	53.32	02/22/2019
100-555551-220 PARKS - UTILITIES	WE ENERGIES	0635-112-551	0635112551JAN19	02/04/2019	22.30	02/22/2019
100-555551-220 PARKS - UTILITIES	WE ENERGIES	1486-453-053	1486453053JAN19	02/12/2019	18.00	02/22/2019
100-555551-220 PARKS - UTILITIES	WE ENERGIES	2672-334-997	2672334997JAN19	02/12/2019	207.70	02/22/2019
100-555551-220 PARKS - UTILITIES	WE ENERGIES	3243-370-777	3243370777JAN19	01/30/2019	17.21	02/22/2019
100-555551-220 PARKS - UTILITIES	WE ENERGIES	3406-030-405	3406030405JAN19	02/11/2019	46.87	02/22/2019
100-555551-220 PARKS - UTILITIES	WE ENERGIES	3832-053-838	3832053838JAN19	02/07/2019	17.46	02/22/2019
100-555551-220 PARKS - UTILITIES	WE ENERGIES	4278-074-627	4278074627FEB19	02/12/2019	15.71	02/22/2019
100-555551-220 PARKS - UTILITIES	WE ENERGIES	4447-370-241	4447370241JAN19	02/12/2019	15.71	02/22/2019
100-555551-220 PARKS - UTILITIES	WE ENERGIES	4484-977-713	4484977713FEB19	02/12/2019	68.23	02/22/2019
100-555551-220 PARKS - UTILITIES	WE ENERGIES	4485-586-752	4485586752JAN19	02/12/2019	53.57	02/22/2019
100-555551-220 PARKS - UTILITIES	WE ENERGIES	5200-062-983	5200062983JAN19	02/12/2019	15.71	02/22/2019
100-555551-220 PARKS - UTILITIES	WE ENERGIES	5276-292-324	5276292324JAN19	02/12/2019	22.17	02/22/2019
100-555551-220 PARKS - UTILITIES	WE ENERGIES	8893-353-410	8893353410JAN19	02/01/2019	19.20	02/22/2019
100-555551-220 PARKS - UTILITIES	WE ENERGIES	9274-302-992	9274302992JAN19	02/01/2019	15.71	02/22/2019
Total 10055551220:					608.87	
<b>10055551225</b>						
100-555551-225 PARKS - TELEPHONE	TDS	TDS DPW 262-539-3770 (SPLIT)	262-539-3770 02/19	02/19/2019	44.12	02/22/2019

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Total 10055551225:					44.12	
<b>10055551298</b>						
100-555551-298	PARKS - OUTSIDE SERVICE	PATS SERVICES, INC	PATS SANITARY RENTAL ECHO PARK	A-173508	100.00	02/22/2019
100-555551-298	PARKS - OUTSIDE SERVICE	PATS SERVICES, INC	PATS SANITARY DOG PARK TOILET RENTAL	A-173520	90.00	02/22/2019
100-555551-298	PARKS - OUTSIDE SERVICE	PATS SERVICES, INC	PATS SANITARY RENTAL RIVERSIDE PARK	A-173763	180.00	02/22/2019
Total 10055551298:					370.00	
<b>10055551310</b>						
100-555551-310	PARKS - OFFICE SUPP, PO	TIME WARNER CABLE	Acct # 079820101 (split)	079820101020119	30.21	02/22/2019
Total 10055551310:					30.21	
<b>100565639399</b>						
100-565639-399	ECONOMIC DEVELOPMENT	RACINE CO ECONOMIC DEV. C	RCEDC 1ST QUARTER CONTRACT	Q1 2019	10,600.00	02/22/2019
100-565639-399	ECONOMIC DEVELOPMENT	KAPUR & ASSOCIATES, INC.	18.0019.01 2018 Burlington Plan Review	96083	110.00	02/22/2019
Total 100565639399:					10,710.00	
<b>251555511153</b>						
251-555511-153	EMPLOYEE BENEFITS	EMPLOYEE BENEFITS CORPO	EBC LIBRARY	2446458	10.42	02/22/2019
Total 251555511153:					10.42	
<b>251555511247</b>						
251-555511-247	REPAIR, MAINTENANCE BUI	DONERITE JANITORIAL SERV I	Library Janitorial Service	3313	1,100.00	02/22/2019
Total 251555511247:					1,100.00	
<b>251555511345</b>						
251-555511-345	PROGRAMS	SCHMIDT, JANE	Reimbursement - Program Supplies	021519	29.89	02/22/2019
251-555511-345	PROGRAMS	MILWAUKEE PUBLIC MUSEUM I	MPM on the Move-Reservation	3069361	225.00	02/22/2019
Total 251555511345:					254.89	
<b>621575740153</b>						
621-575740-153	EMPLOYEE BENEFITS	EMPLOYEE BENEFITS CORPO	EBC WWTP	2446458	8.33	02/22/2019
Total 621575740153:					8.33	
<b>621575740220</b>						
621-575740-220	WWTP-ELECTRIC	WE ENERGIES	6268-292-660	6268292660JAN19	45.42	02/22/2019
621-575740-220	WWTP-ELECTRIC	WE ENERGIES	7672-906-685	7672906685JAN19	341.73	02/22/2019
621-575740-220	WWTP-ELECTRIC	WE ENERGIES	8635-875-051	8635875051JAN19	114.19	02/22/2019
Total 621575740220:					501.34	
<b>621575740225</b>						
621-575740-225	TELEPHONE	TIME WARNER CABLE	Acct # 079820101 (split)	079820101020119	30.21	02/22/2019
621-575740-225	TELEPHONE	VERIZON WIRELESS	SCADA WWTP Acct # 242013605-00001	9823870659	49.34	02/22/2019
Total 621575740225:					79.55	
<b>621575740310</b>						
621-575740-310	OFFICE SUPPLIES, POSTA	STAPLES BUSINESS ADVANTA	STAPLES WWTP OFFICE SUPPLIES	8053137942	66.57	02/22/2019

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
Total 621575740310:					66.57	
<b>622509210000</b>						
622-509210-000 OFFICE SUPPLY	TDS	TDS DPW 262-539-3770 (SPLIT)	262-539-3770 02/19	02/19/2019	88.23	02/22/2019
622-509210-000 OFFICE SUPPLY	TIME WARNER CABLE	Acct # 079820101 (split)	079820101020119	02/01/2019	30.21	02/22/2019
622-509210-000 OFFICE SUPPLY	AT & T	414 r24-8901 367 9	414R24890102	02/10/2019	68.95	02/22/2019
Total 622509210000:					187.39	
<b>622509260153</b>						
622-509260-153 EMPLOYEE BENEFITS	EMPLOYEE BENEFITS CORPO	EBC WATER	2446458	02/15/2019	8.33	02/22/2019
Total 622509260153:					8.33	
<b>623575740200</b>						
623-575740-200 FUEL FOR RESALE	ASCENT AVIATION GROUP, INC	100LL AVIATION GASOLINE	587421	02/13/2019	26,048.79	02/22/2019
Total 623575740200:					26,048.79	
<b>623575740220</b>						
623-575740-220 ELECTRIC	WE ENERGIES	3243-871-135	3243871135JAN19	02/11/2019	134.34	02/22/2019
623-575740-220 ELECTRIC	WE ENERGIES	4066-688-457	4066688457JAN19	02/11/2019	300.08	02/22/2019
623-575740-220 ELECTRIC	WE ENERGIES	4619-277-006	4619277006JAN19	02/12/2019	638.47	02/22/2019
623-575740-220 ELECTRIC	WE ENERGIES	6069-094-440	6069094440JAN19	02/12/2019	260.37	02/22/2019
623-575740-220 ELECTRIC	WE ENERGIES	6280-861-972	6280861972JAN19	02/12/2019	17.99	02/22/2019
623-575740-220 ELECTRIC	WE ENERGIES	6831-002-581	6831002581JAN19	02/11/2019	34.65	02/22/2019
623-575740-220 ELECTRIC	WE ENERGIES	7460-654-921	7460654921JAN19	02/12/2019	63.27	02/22/2019
623-575740-220 ELECTRIC	WE ENERGIES	8460-785-002	8460785002JAN19	02/12/2019	31.15	02/22/2019
Total 623575740220:					1,480.32	
<b>875232000</b>						
875-232000 MUNICIPAL COURT DEP	Town of Burlington Clerk of Court	Beltoya, Alfred; Citation #BC474284-6	BC474284-6	02/19/2019	98.80	02/22/2019
Total 875232000:					98.80	
Grand Totals:					79,686.29	

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

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

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

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
<b>100243300</b>						
100-243300 DOG LICENSE FEE	RACINE CO CLERK	2018 Dog Expense Billing	021519	02/15/2019	187.55	
Total 100243300:					187.55	
<b>10051511399</b>						
100-515111-399 CITY COUNCIL - PUBLICATI	SOUTHERN LAKES NEWSPAPE	Voting Equip Test Notice	338226	02/07/2019	15.82	
Total 10051511399:					15.82	
<b>100515121248</b>						
100-515121-248 MUNI COURT - REP & MAIN	DONERITE JANITORIAL SERV I	City Hall Split Muni Court	3317	02/19/2019	40.00	
Total 100515121248:					40.00	
<b>100515121310</b>						
100-515121-310 MUNI COURT - OFFICE SUP	REINEMANS, INC.	Flag-City Hall	158093	02/01/2019	7.33	
Total 100515121310:					7.33	
<b>100515132248</b>						
100-515132-248 REPAIRS & MAINT BUILDIN	DONERITE JANITORIAL SERV I	City Hall Split Admin	3317	02/19/2019	240.00	
Total 100515132248:					240.00	
<b>100515132298</b>						
100-515132-298 ADMIN - CONTRACT SERVI	BOND TRUST SERVICES CORP	General Obligation Corporate Purpose Bond	48326	02/13/2019	400.00	
100-515132-298 ADMIN - CONTRACT SERVI	NORTHERN ILLINOIS UNIVERSI	Intern-Sponsored Programs	DB-G5B70336-7	02/16/2019	1,200.00	
Total 100515132298:					1,600.00	
<b>100515132310</b>						
100-515132-310 ADMIN - OFF SUPP-POSTA	ALSCO	ALSCO DPW (split) Customer # 074780	IMIL1416498	02/13/2019	2.97	
100-515132-310 ADMIN - OFF SUPP-POSTA	ALSCO	ALSCO DPW (split) Customer # 074780	IMIL1418865	02/20/2019	2.97	
100-515132-310 ADMIN - OFF SUPP-POSTA	BURLINGTON AREA SCHOOL D	BASD CITY HALL ADMIN PAPER	022019	02/20/2019	113.00	
Total 100515132310:					118.94	
<b>100515132399</b>						
100-515132-399 ADMIN - SUNDRY EXPENSE	REINEMANS, INC.	Flag-City Hall	158093	02/01/2019	7.33	
100-515132-399 ADMIN - SUNDRY EXPENSE	RICHTER'S MARKETPLACE	Richter's Marketplace - City Hall	021319ADM	02/13/2019	5.85	
Total 100515132399:					13.18	
<b>100515140248</b>						
100-515140-248 CLERK-REPAIRS & MAINT B	DONERITE JANITORIAL SERV I	City Hall Split Clerk	3317	02/19/2019	40.00	
Total 100515140248:					40.00	
<b>100515141248</b>						
100-515141-248 FINANCE - REP AND MAINT	DONERITE JANITORIAL SERV I	City Hall Split Finance	3317	02/19/2019	240.00	
Total 100515141248:					240.00	
<b>100515141310</b>						
100-515141-310 FINANCE - OFFICE SUPP/P	BURLINGTON AREA SCHOOL D	BASD FINANCE DEPT PAPER	022019	02/20/2019	67.80	
100-515141-310 FINANCE - OFFICE SUPP/P	REINEMANS, INC.	Flag-City Hall	158093	02/01/2019	7.33	

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
Total 100515141310:					75.13	
<b>100515142321</b>						
100-515142-321 ELECTIONS - BALLOTS & A	SOUTHERN LAKES NEWSPAPE	Spring Primary Notice	338239	02/14/2019	159.08	
100-515142-321 ELECTIONS - BALLOTS & A	SOUTHERN LAKES NEWSPAPE	Polling Location/Hours	338244	02/14/2019	19.53	
Total 100515142321:					178.61	
<b>100515142532</b>						
100-515142-532 ELECTIONS - RENT	CROSS LUTHERAN CHURCH	Spring Election 04/02/19	021919	02/19/2019	100.00	
100-515142-532 ELECTIONS - RENT	UNITED METHODIST CHURCH	Rent - 2019 Election Rent	021919	02/19/2019	200.00	
Total 100515142532:					300.00	
<b>100515181310</b>						
100-515181-310 HR-Office Supplies/Postage	MINUTEMAN PRESS OF BURLI	business cards-Jason Corbin	37680	02/20/2019	49.00	
Total 100515181310:					49.00	
<b>100525211242</b>						
100-525211-242 POLICE - REPAIR/MTCE EQ	REINEMANS, INC.	Supplies-Police Dept	158645	02/13/2019	.92	
100-525211-242 POLICE - REPAIR/MTCE EQ	WISCO AUTOMOTIVE	V #905 MAINTENANCE SUPPLIES	1206	02/04/2019	15.75	
100-525211-242 POLICE - REPAIR/MTCE EQ	WISCO AUTOMOTIVE	V #905 MAINTENANCE SUPPLIES	1240	02/08/2019	15.75	
100-525211-242 POLICE - REPAIR/MTCE EQ	WISCO AUTOMOTIVE	V #905 MAINTENANCE SUPPLIES	1278	02/15/2019	95.73	
100-525211-242 POLICE - REPAIR/MTCE EQ	WISCO AUTOMOTIVE	V #906 MAINTENANCE SUPPLIES	856	02/08/2019	81.86	
Total 100525211242:					210.01	
<b>100525211248</b>						
100-525211-248 POLICE - REP & MAINT BUIL	JOHNSON CONTROLS	Fire Alarm Test & Inspection	20763280	02/04/2019	1,998.83	
Total 100525211248:					1,998.83	
<b>100525211310</b>						
100-525211-310 POLICE - OFF SUPP-POSTA	BURLINGTON AREA SCHOOL D	BASD POLICE PAPER	022019	02/20/2019	113.00	
100-525211-310 POLICE - OFF SUPP-POSTA	RICHTER'S MARKETPLACE	Richter's Marketplace - Police Dept	021119PD	02/11/2019	15.34	
100-525211-310 POLICE - OFF SUPP-POSTA	RICHTER'S MARKETPLACE	Richter's Marketplace - Police Dept	021119PD*	02/11/2019	10.80	
Total 100525211310:					139.14	
<b>100525211344</b>						
100-525211-344 POLICE - JANITOR SUPPLIE	ELKHORN CHEMICAL & PACKA	Police Supplies	607758	02/06/2019	620.61	
100-525211-344 POLICE - JANITOR SUPPLIE	MENARDS	Supplies-Police Dept	85699	02/13/2019	11.97	
Total 100525211344:					632.58	
<b>100525220242</b>						
100-525220-242 FIRE - REPAIR & MAINT VE	BUMPER TO BUMPER BURLING	Brake Fluid	I-355354	02/06/2019	6.99	
100-525220-242 FIRE - REPAIR & MAINT VE	BUMPER TO BUMPER BURLING	#942/925 Lift Supports/Headlamps	I-356049	02/22/2019	63.56	
100-525220-242 FIRE - REPAIR & MAINT VE	ACCELERATED AUTO SERVICE	ACCELERATED AUTO SERV TOW	29145	02/14/2019	930.11	
100-525220-242 FIRE - REPAIR & MAINT VE	AIR ONE EQUIPMENT, INC	925-SAW BLADE POST MOUNT	140545	02/06/2019	295.00	
Total 100525220242:					1,295.66	
<b>100525220244</b>						
100-525220-244 FIRE - REPAIR MAINT EQUI	REINEMANS, INC.	supplies-Fire Dept	158721	02/14/2019	23.57	

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Total 100525220244:					23.57	
<b>100525220246</b>						
100-525220-246	FIRE - REPAIR MAINT OFFI SHRED-IT USA LLC	Fire - Shredding	8126606079	02/07/2019	318.66	
Total 100525220246:					318.66	
<b>100525220248</b>						
100-525220-248	FIRE - REPAIR MAINT BLDG ALSCO	ALSCO - FIRE DEPT CUSTOMER #012470	IMIL1416490	02/13/2019	78.34	
100-525220-248	FIRE - REPAIR MAINT BLDG MENARDS	Supplies-Fire Dept	85790	02/14/2019	22.74	
100-525220-248	FIRE - REPAIR MAINT BLDG MENARDS	Supplies-Fire Dept	86188	02/19/2019	71.95	
100-525220-248	FIRE - REPAIR MAINT BLDG BUMPER TO BUMPER BURLING	Oil Dri	I-356051	02/22/2019	77.94	
Total 100525220248:					250.97	
<b>100525220298</b>						
100-525220-298	FIRE- CONTRACT SERVICE MALEK & ASSOCIATES CONSU	Plan Review for WalMart	5925	02/09/2019	67.50	
100-525220-298	FIRE- CONTRACT SERVICE MALEK & ASSOCIATES CONSU	Plan Review for Casey's	5926	02/09/2019	225.00	
100-525220-298	FIRE- CONTRACT SERVICE MALEK & ASSOCIATES CONSU	fire alarm control panel review Menards	5927	02/09/2019	360.00	
Total 100525220298:					652.50	
<b>100525220310</b>						
100-525220-310	FIRE - OFFICE SUPPLIES BURLINGTON AREA SCHOOL D	BASD FIRE DEPT PAPER	022019	02/20/2019	45.20	
100-525220-310	FIRE - OFFICE SUPPLIES REINEMANS, INC.	UPS-Fire	158397	02/07/2019	25.33	
Total 100525220310:					70.53	
<b>100525231248</b>						
100-525231-248	BLDG INSP REP & MAINT B DONERITE JANITORIAL SERV I	City Hall Split Bldg	3317	02/19/2019	40.00	
Total 100525231248:					40.00	
<b>100535321159</b>						
100-535321-159	STREETS - CLOTHING ALL ALSCO	ALSCO DPW (split) Customer # 074780	IMIL1416498	02/13/2019	34.69	
100-535321-159	STREETS - CLOTHING ALL ALSCO	ALSCO DPW (split) Customer # 074780	IMIL1418865	02/20/2019	36.98	
Total 100535321159:					71.67	
<b>100535321234</b>						
100-535321-234	STREETS - SALT AND SAND MORTON SALT, INC	MORTON SALT DPW DELIVERY	5401772744	02/06/2019	6,244.55	
100-535321-234	STREETS - SALT AND SAND MORTON SALT, INC	MORTON SALT DPW DELIVERY	5401787375	02/19/2019	4,542.61	
100-535321-234	STREETS - SALT AND SAND MORTON SALT, INC	MORTON SALT DPW DELIVERY	5401789097	02/20/2019	3,119.75	
Total 100535321234:					13,906.91	
<b>100535321242</b>						
100-535321-242	STREETS - REP MAINT VE IBD, LLC	#108/Shop	110157417	02/14/2019	91.95	
100-535321-242	STREETS - REP MAINT VE BUMPER TO BUMPER BURLING	#510 Pitman Arm	I-355375	02/06/2019	57.85	
100-535321-242	STREETS - REP MAINT VE BUMPER TO BUMPER BURLING	#515 Univ CB I	I-355477	02/08/2019	5.19	
100-535321-242	STREETS - REP MAINT VE BUMPER TO BUMPER BURLING	#509 Pwr Str FI/Super Funnel	I-355604	02/12/2019	4.29	
100-535321-242	STREETS - REP MAINT VE BUMPER TO BUMPER BURLING	#516/Spare Micro-V Belts	I-355845	02/18/2019	51.23	
100-535321-242	STREETS - REP MAINT VE BUMPER TO BUMPER BURLING	#516/Spare Hub Caps	I-355918	02/19/2019	24.20	
100-535321-242	STREETS - REP MAINT VE KODIAK TRUCK	Front Axle Assembly	714227	02/06/2019	450.00	
Total 100535321242:					684.71	

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<b>100535321244</b>						
100-535321-244	STREETS - REP MAINT EQ	BUMPER TO BUMPER BURLING #108/109 Relay	I-355232	02/04/2019	11.91	
Total 100535321244:					11.91	
<b>100535321248</b>						
100-535321-248	STREETS REP & MAINT BL	ALSCO	ALSCO DPW (split) Customer # 074780	IMIL1418865	31.66	02/20/2019
100-535321-248	STREETS REP & MAINT BL	ALSCO	ALSCO DPW (split) Customer # 074781	IMIL1418866	13.61	02/20/2019
Total 100535321248:					45.27	
<b>100535321298</b>						
100-535321-298	STREETS - CONTRACT SER	DONERITE JANITORIAL SERV I	DONERITE BILLING DPW (split)	3316	240.00	02/19/2019
Total 100535321298:					240.00	
<b>100535321310</b>						
100-535321-310	STREETS - OFF SUPP/POS	BURLINGTON AREA SCHOOL D	BASD DPW PAPER	022019	45.20	02/20/2019
100-535321-310	STREETS - OFF SUPP/POS	MENARDS	Supplies-DPW	85976	14.97	02/16/2019
100-535321-310	STREETS - OFF SUPP/POS	QUILL CORPORATION	QUILL CORP DPW OFFICE SUPPLIES	4961205	15.29	02/08/2019
100-535321-310	STREETS - OFF SUPP/POS	MINUTEMAN PRESS OF BURLI	business cards-DPW	37680	59.00	02/20/2019
100-535321-310	STREETS - OFF SUPP/POS	CANON FINANCIAL SERVICES,	Contrat No. WI#505ENT-M15-MFD (split)	19772052	46.20	02/10/2019
100-535321-310	STREETS - OFF SUPP/POS	CANON FINANCIAL SERVICES,	Contract No. 3091 /505ENT-M15-MFDCopier	19772053	5.59	02/10/2019
Total 100535321310:					186.25	
<b>100535321350</b>						
100-535321-350	STREETS - REP MAINT SUP	REINEMANS, INC.	Supplies-DPW	158534	8.62	02/11/2019
100-535321-350	STREETS - REP MAINT SUP	REINEMANS, INC.	Supplies-DPW	94660*	8.68	02/11/2019
100-535321-350	STREETS - REP MAINT SUP	IBD, LLC	Baracades	110157304	75.60	02/06/2019
100-535321-350	STREETS - REP MAINT SUP	BUMPER TO BUMPER BURLING	shop supplies	I-355378	2.75	02/06/2019
Total 100535321350:					95.65	
<b>100555551159</b>						
100-555551-159	PARKS - CLOTHING	ALSCO	ALSCO DPW (split) Customer # 074780	IMIL1416498	34.69	02/13/2019
100-555551-159	PARKS - CLOTHING	ALSCO	ALSCO DPW (split) Customer # 074780	IMIL1418865	36.98	02/20/2019
Total 100555551159:					71.67	
<b>100555551242</b>						
100-555551-242	PARKS - REPAIR MAINT VE	IBD, LLC	#108/Shop	110157417	91.95	02/14/2019
100-555551-242	PARKS - REPAIR MAINT VE	BUMPER TO BUMPER BURLING	#510 Pitman Arm	I-355375	57.84	02/06/2019
100-555551-242	PARKS - REPAIR MAINT VE	BUMPER TO BUMPER BURLING	#515 Univ CB I	I-355477	5.19	02/08/2019
100-555551-242	PARKS - REPAIR MAINT VE	BUMPER TO BUMPER BURLING	#509 Pwr Str FI/Super Funnel	I-355604	4.29	02/12/2019
100-555551-242	PARKS - REPAIR MAINT VE	BUMPER TO BUMPER BURLING	#516/Spare Micro-V Belts	I-355845	51.23	02/18/2019
100-555551-242	PARKS - REPAIR MAINT VE	BUMPER TO BUMPER BURLING	#516/Spare Hub Caps	I-355918	24.20	02/19/2019
100-555551-242	PARKS - REPAIR MAINT VE	KODIAK TRUCK	Front Axle Assembly	714227	450.00	02/06/2019
Total 100555551242:					684.70	
<b>100555551244</b>						
100-555551-244	PARKS - REPAIR MAINT EQ	BUMPER TO BUMPER BURLING	#108/109 Relay	I-355232	11.91	02/04/2019
Total 100555551244:					11.91	
<b>100555551248</b>						
100-555551-248	PARKS - REPAIR MAINT BL	ALSCO	ALSCO DPW (split) Customer # 074780	IMIL1418865	31.66	02/20/2019
100-555551-248	PARKS - REPAIR MAINT BL	ALSCO	ALSCO DPW (split) Customer # 074781	IMIL1418866	6.80	02/20/2019

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
Total 10055551248:					38.46	
<b>10055551298</b>						
100-555551-298	PARKS - OUTSIDE SERVICE	DONERITE JANITORIAL SERV I	DONERITE BILLING DPW (split)	3316	02/19/2019	240.00
Total 10055551298:					240.00	
<b>10055551310</b>						
100-555551-310	PARKS - OFFICE SUPP, PO	MENARDS	Supplies-DPW	85976	02/16/2019	14.97
100-555551-310	PARKS - OFFICE SUPP, PO	QUILL CORPORATION	QUILL CORP DPW OFFICE SUPPLIES	4961205	02/08/2019	15.29
100-555551-310	PARKS - OFFICE SUPP, PO	CANON FINANCIAL SERVICES,	Contrat No. WI#505ENT-M15-MFD (split)	19772052	02/10/2019	23.10
100-555551-310	PARKS - OFFICE SUPP, PO	CANON FINANCIAL SERVICES,	Contract No. 3091 /505ENT-M15-MFDCopier	19772053	02/10/2019	2.80
Total 10055551310:					56.16	
<b>10055551350</b>						
100-555551-350	PARKS - REPAIR/MTCE SUP	REINEMANS, INC.	Supplies-DPW	94660*	02/11/2019	8.67
100-555551-350	PARKS - REPAIR/MTCE SUP	IBD, LLC	Baracades	110157304	02/06/2019	75.60
100-555551-350	PARKS - REPAIR/MTCE SUP	BUMPER TO BUMPER BURLING	shop supplies	I-355378	02/06/2019	2.74
Total 10055551350:					87.01	
<b>251555511310</b>						
251-555511-310	OFFICE SUPPLIES, POSTA	BURLINGTON AREA SCHOOL D	BASD LIBRARY PAPER	022019	02/20/2019	90.40
Total 251555511310:					90.40	
<b>453565616823</b>						
453-565616-823	2017 Pool Construction Proje	MENARDS	Supplies-Pool	83242	01/14/2019	88.88
Total 453565616823:					88.88	
<b>453565616830</b>						
453-565616-830	Disaster Exenditure	MENARDS	Flood Replacement Items	85295	02/08/2019	304.98
Total 453565616830:					304.98	
<b>46555551804</b>						
465-555551-804	PARKS CAPITAL OUTLAY P	TCF EQUIPMENT FINANCE, INC	Mower Financing- Contrat # 008-0658807-300	5900292	02/13/2019	343.28
Total 46555551804:					343.28	
<b>501514900000</b>						
501-514900-000	ADMINISTRATIVE EXPENSE	DIRECTPATH	Monthly fee for Advocacy Serv	AT41939	03/01/2019	165.00
Total 501514900000:					165.00	
<b>621575740159</b>						
621-575740-159	CLOTHING ALLOWANCE	ALSCO	ALSCO WWTP (split) Cust # 012230	IMIL1416500	02/13/2019	75.73
Total 621575740159:					75.73	
<b>621575740240</b>						
621-575740-240	FUEL, OIL AND LUBRICANT	BUMPER TO BUMPER BURLING	Oil/Oil Filter	I-355611	02/12/2019	93.60
Total 621575740240:					93.60	

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
<b>621575740242</b>						
621-575740-242 REPAIR,MAINTENANCE VE	BUMPER TO BUMPER BURLING	Oil/Oil Filter	I-355611	02/12/2019	8.44	
Total 621575740242:					8.44	
<b>621575740244</b>						
621-575740-244 REPAIRS,MAINT EQUIPMEN	ALSCO	ALSCO WWTP (split) Cust # 012230	IMIL1416500	02/13/2019	13.44	
621-575740-244 REPAIRS,MAINT EQUIPMEN	ALSCO	ALSCO WWTP Cust # 012231 (split)	IMIL1416501	02/13/2019	134.97	
621-575740-244 REPAIRS,MAINT EQUIPMEN	REINEMANS, INC.	Supplies-WWTP	158744	02/15/2019	32.36	
621-575740-244 REPAIRS,MAINT EQUIPMEN	WELDERS SUPPLY COMPANY	1 YEAR PRE-PAID RENTAL	10052718	02/14/2019	220.00	
621-575740-244 REPAIRS,MAINT EQUIPMEN	IBD, LLC	Jetter Chassis Batteries	110157417	02/14/2019	347.85	
621-575740-244 REPAIRS,MAINT EQUIPMEN	DONERITE JANITORIAL SERV I	DONERITE BILLING WWTP (split)	3316	02/19/2019	840.00	
Total 621575740244:					1,588.62	
<b>621575740248</b>						
621-575740-248 PLANT OPERATION	DRYDON EQUIPMENT, INC	Dryden Equip. WWTP parts	52218	02/06/2019	8,726.63	
Total 621575740248:					8,726.63	
<b>621575740249</b>						
621-575740-249 LABORATORY	ALSCO	ALSCO WWTP Cust # 012231 (split)	IMIL1416501	02/13/2019	94.35	
Total 621575740249:					94.35	
<b>621575740310</b>						
621-575740-310 OFFICE SUPPLIES, POSTA	BURLINGTON AREA SCHOOL D	BASD WWTP PAPER	022019	02/20/2019	22.60	
621-575740-310 OFFICE SUPPLIES, POSTA	MENARDS	Supplies-WWTP	85976	02/16/2019	14.97	
621-575740-310 OFFICE SUPPLIES, POSTA	QUILL CORPORATION	QUILL CORP WWTP OFFICE SUPPLIES	4961205	02/08/2019	37.79	
Total 621575740310:					75.36	
<b>621575740359</b>						
621-575740-359 SANITARY SEWER REPAIR,	DIGGERS HOTLINE, INC	DIGGERS HOTLINE 42701	190142701 PP1	01/30/2019	410.40	
Total 621575740359:					410.40	
<b>621575740371</b>						
621-575740-371 REG/PERMITS/OUTSIDE TE	NORTHERN LAKE SERVICE, IN	NORTHERN LAKE SERVICE WWTP TESTING	350024	02/07/2019	267.00	
621-575740-371 REG/PERMITS/OUTSIDE TE	ENVIRONMENTAL CONSULTIN	Acute & Chronic Test Battery	3468	02/13/2019	1,450.00	
Total 621575740371:					1,717.00	
<b>622501503000</b>						
622-501503-000 MATERIALS & SUPPLIES M	CORE & MAIN LP	Core & Main LP - Water Dept (split)	K110705	02/12/2019	856.24	
Total 622501503000:					856.24	
<b>622501505000</b>						
622-501505-000 HYDRANT INVENTORY-MAT	CORE & MAIN LP	Core & Main LP - Water Dept (split)	K110705	02/12/2019	419.82	
Total 622501505000:					419.82	
<b>622506230000</b>						
622-506230-000 SUPPLIES	AMAZON.COM/GE MONEY	60457 8781 046912 8 (split)	046912 02/19	02/10/2019	24.99	
Total 622506230000:					24.99	

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
<b>622506250000</b>						
622-506250-000 MAINTENANCE-SUPPLIES	AMAZON.COM/GE MONEY	60457 8781 046912 8 (split)	046912 02/19	02/10/2019	59.00	
Total 622506250000:					59.00	
<b>622506310000</b>						
622-506310-000 CHEMICALS	HAWKINS, INC	LPC-4	4439888	02/04/2019	617.23	
622-506310-000 CHEMICALS	COMPASS MINERALS AMERICA	COARSE SOLAR SALT - BULK	407337	02/14/2019	4,380.61	
Total 622506310000:					4,997.84	
<b>622506320000</b>						
622-506320-000 OPERATION SUPLIES, EXP	HAWKINS, INC	iNJECTION CHECK VALVE	4440530	02/05/2019	704.52	
622-506320-000 OPERATION SUPLIES, EXP	NORMAN EQUIPMENT COMPA	HMO TREATMENT-VALVES	934631714	02/08/2019	1,152.78	
Total 622506320000:					1,857.30	
<b>622506410000</b>						
622-506410-000 SUPPLIES	REINEMANS, INC.	Supplies-WWTP	158560	02/11/2019	20.69	
622-506410-000 SUPPLIES	BUMPER TO BUMPER BURLING	Road Saw/Spark Plug	I-355319	02/05/2019	2.24	
622-506410-000 SUPPLIES	BUMPER TO BUMPER BURLING	sledge hammer	I-355320	02/05/2019	9.99	
622-506410-000 SUPPLIES	AMAZON.COM/GE MONEY	60457 8781 046912 8 (split)	046912 02/19	02/10/2019	63.97	
Total 622506410000:					96.89	
<b>622506510000</b>						
622-506510-000 MAINS, WATER BREAKS-SU	DIGGERS HOTLINE, INC	DIGGERS HOTLINE 42701	190142701 PP1	01/30/2019	410.40	
Total 622506510000:					410.40	
<b>622506520000</b>						
622-506520-000 SERVICE-SUPPLIES	CORE & MAIN LP	Core & Main LP - Water Dept (split)	K110705	02/12/2019	242.70	
Total 622506520000:					242.70	
<b>622509030000</b>						
622-509030-000 OFFICE SUPPLIES	ALSCO	ALSCO DPW - Water Customer #025570	IMIL1414165	02/06/2019	34.70	
622-509030-000 OFFICE SUPPLIES	ALSCO	ALSCO DPW - Water Customer #025570	IMIL1416499	02/13/2019	34.70	
622-509030-000 OFFICE SUPPLIES	ALSCO	ALSCO DPW - Water Customer #025570	IMIL1418867	02/20/2019	34.70	
Total 622509030000:					104.10	
<b>622509210000</b>						
622-509210-000 OFFICE SUPPLY	CANON FINANCIAL SERVICES,	Contrat No. WI#505ENT-M15-MFD (split)	19772052	02/10/2019	46.20	
622-509210-000 OFFICE SUPPLY	CANON FINANCIAL SERVICES,	Contract No. 3091 /505ENT-M15-MFDCopier	19772053	02/10/2019	5.59	
Total 622509210000:					51.79	
<b>622509300000</b>						
622-509300-000 MISCELLANEOUS-SUPPLIE	SOUTHERN LAKES NEWSPAPE	Water Utility Notice	338291	02/14/2019	40.52	
Total 622509300000:					40.52	
<b>622509350000</b>						
622-509350-000 GENERAL PLANT-SUPPLIE	ALSCO	ALSCO DPW (split) Customer # 074781	IMIL1418866	02/20/2019	13.61	
622-509350-000 GENERAL PLANT-SUPPLIE	MENARDS	Supplies-VVWTP	83242	01/14/2019	33.92	
622-509350-000 GENERAL PLANT-SUPPLIE	MENARDS	Supplies-VVWTP	85976	02/16/2019	14.97	
622-509350-000 GENERAL PLANT-SUPPLIE	DONERITE JANITORIAL SERV I	DONERITE BILLING DPW (split)	3316	02/19/2019	240.00	

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
Total 622509350000:					302.50	
<b>623575740244</b>						
623-575740-244 SNOW REMOVAL	WANASEK CORPORATION	Snow Removal-Airport	9416	02/13/2019	8,295.03	
Total 623575740244:					8,295.03	
<b>623575740245</b>						
623-575740-245 REPAIR,MAINTENANCE GR	J. PEASE INC	Exacvate & Gravel	261	02/14/2019	4,300.00	
Total 623575740245:					4,300.00	
<b>623575740247</b>						
623-575740-247 REPAIR,MAINTENANCE BUI	ADAMS ELECTRIC, INC	Airport-LED lights-terminal	10688260	02/22/2019	2,725.60	
Total 623575740247:					2,725.60	
<b>623575740298</b>						
623-575740-298 CONTRACT SERVICES	ACM FIRE PROTECTION, INC	Airport - ABC Extinguisher Inspection/Annual Serv	30781	02/21/2019	85.00	
Total 623575740298:					85.00	
<b>623575740310</b>						
623-575740-310 OPERATING SUPPLIES	LANDMARK SERVICES COOPE	Landmark - Airport - Fuel Oil	108	02/22/2019	452.03	
Total 623575740310:					452.03	
Grand Totals:					64,274.71	

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

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

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



**DATE:** March 5, 2019

**SUBJECT: LICENSES** - To approve an amendment to the "Class A" Liquor License premise description for Wal-Mart Store#3488 located at 1901 Milwaukee Avenue.

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

**BACKGROUND/HISTORY:**

Wal-Mart, located at 1008 Milwaukee Avenue, has formally requested an amendment to the premise description on the "Class A" liquor license issued to the store for the addition of their Online Grocery Pickup (OGP) program.

The stores program will allow customers to submit an online order for grocery, alcohol and tobacco products. A designated Walmart Personal Shopper selects the customer's items and tags any age-sensitive products for special handling. The customer arrives at the store during the selected pickup hour and parks in a designated "pick up location". The personal shopper will review any item substitutions, verify the customer's age if alcohol and/or tobacco product are part of the order, and process the customer's credit card via a hand-held point-of-sale device.

The Pick-Up service will be available to customers daily between the hours of 8:00 a.m. and 8:00 p.m. The Personal Shopper will be 18 years of age or older and hold a municipal issued bartender's license. A site plan identifying the designated parking stalls is enclosed for your review.

The current premise description on the license reads as "1901 Milwaukee Avenue; 1 Room, 1 Story Building, approximately 155,078 sq. ft.". The requested amendment would read as: 1901 Milwaukee Avenue; 1 room, 1 story building, approximately 155,078 sq. ft. including stalls and/or canopy locations in parking lot specifically designated for online grocery pickup. Wal-Mart is currently approved for the Online Grocery Pickup program in 20 Wisconsin municipalities.

A representative of the store is in attendance at tonight's meeting to answer any questions you may have.

**BUDGET/FISCAL IMPACT:**

There are no fees involved.

**RECOMMENDATION:**

The municipal governing body may approve or deny the change. The request should be considered and acted upon by the municipal governing body; not simply acted upon by the clerk. If the change is approved, the municipal official will amend the alcohol beverage license and the amended license must be posted on the licensed premises. Staff recommends that Council approve the requested amendment.

**TIMING/IMPLEMENTATION:**

This item is scheduled for final consideration at the March 5, 2019 Common Council meeting.

**Attachments**

- Quarles & Brady Memo
- Online Grocery Pickup Process Overview
- Online Grocery Description
- OGP Site Plan



## Diahnn Halbach

---

**From:** Diller, Becky A. <Becky.Diller@quarles.com>  
**Sent:** Thursday, February 14, 2019 9:37 AM  
**To:** Diahnn Halbach  
**Subject:** Walmart #3488 - Request for Change of Premises Description [QBLLP-ACTIVE.FID39340272]  
**Attachments:** Walmart Online Grocery Pickup Procedure Guide.pdf; Walmart #3488 - Floor Plan-Site Map.pdf

Dear Diahnn,

You are aware that Quarles & Brady serves as legal counsel for Walmart with respect to alcohol beverage licensing for its Wisconsin stores. As follow-up to our telephone call this morning, this email is to provide you with further details regarding an online grocery pickup service that Walmart is launching in select Wisconsin stores. Customers using this service will be able to place an order online and provide a credit card to hold the order. The customer would then come to their local Walmart store to complete the payment and pick up the order at a dedicated parking space.

Walmart would like to offer their customers in your community the opportunity to include alcohol beverages in an online order. We have contacted the Department of Revenue, which has confirmed that this is permitted under Wisconsin law provided payment is made at the time of pickup and the customer's age is verified by an employee licensed to sell alcohol beverages in a face-to-face transaction that occurs within the licensed premises. Walmart, therefore, is seeking to amend the premises description in its current license to include the pickup location (dedicated parking spaces), as follows:

**1 room, 1 story building, approximately 155,078 sq. ft. including stalls and/or canopy locations in parking lot specifically designated for online grocery pickup.**

Attached to this email are the following documents which provide more detailed information about the online grocery program:

- A copy of Walmart's Online Grocery Pickup Procedure Guide.
- A combination floor plan and site map of the local Walmart store which shows (1) the secured areas in the store where shopping carts will be held for customer pickup (highlighted in orange) and (2) the location in the parking lot of the dedicated parking spaces which will be designated for online grocery pickup.

It is our understanding that this change of premises description will require approval of the Common Council. Therefore, we kindly request that the proposed amendment be considered at an upcoming Council meeting as Walmart would like to rollout this program in your municipality on or around April 3rd. Also, please let us know if a representative from the local Walmart store should attend the Council meeting to answer questions should any arise.

Please let us know if you need any additional information.

Regards,  
Becky



**Becky Diller** / Paralegal/Office Administrative Coordinator  
Becky.Diller@quarles.com / [LinkedIn](#) [BIO](#) [vCard](#)

**Quarles & Brady LLP**

150 South Fifth Street, Suite 1800 / Minneapolis, MN 55402  
Office 612-224-3756 / [quarles.com](#)

**CONFIDENTIALITY NOTICE:** This electronic mail transmission and any attachments are confidential and may be privileged. They should be read or retained only by the intended recipient. If you have received this transmission in error, please notify the sender immediately and delete the transmission from your system.



702 SW 8th Street  
Bentonville, AR 72716  
Phone 479.277.9600  
Fax 479.204.9864  
[Elizabeth.Gunsaulis@walmart.com](mailto:Elizabeth.Gunsaulis@walmart.com)

January 28, 2019

Central Racine Health Dept.  
10005 Northwestern Ave,  
Franksville, WI, 53126

**RE: Walmart Store #3488**  
**Food Permit #PSVN-9VCJJK,**

To whom it may concern:

Please find enclosed a copy of updated plans for the addition of our Online Grocery Pickup (OGP) program to our business premises located at **1901 MILWAUKEE AVE, BURLINGTON, WI**. We will be making improvements to our store layout in an effort to provide curbside service to our customers.

Also enclosed is an overview of our OGP process that will allow customers to order items online and have them reserved and ready for pick-up upon arrival at the store.

Sincerely,

**Samuel Donnell**  
**Specialist,** Licensing Compliance  
Walmart Inc.3488  
508 SW 8<sup>TH</sup> Street  
Bentonville, AR 72712-0500  
[Samuel.Donnell@Walmart.com](mailto:Samuel.Donnell@Walmart.com)  
479-258-6036

## Online Grocery Pickup Process Overview

- **Customer places their order**
  - Customer visits walmart.com/grocery and creates an account by providing applicable information such as phone #, zip code, email address, etc.
  - Based on the customer's zip code, he or she will be provided with a list of the closest Walmart facility that offers the Online Grocery Pickup program
  - Customer selects desired pickup location and pickup timeframe
  - Customer completes the order by supplying Walmart with payment information
  - Walmart authorizes and holds the card information but funds are not transferred from the card
    - Cash sales are **prohibited**
  
- **Personal Shopper prepares the customer's order**
  - On the day a customer is scheduled to pickup their order, Walmart associates identified as "Personal Shoppers" will "shop" for the customer order in the store
  - All shopping is completed on the day of pickup to ensure the customer receives the freshest products
  
- **Customer pickups their order (review process)**
  - When the customer arrives, they notify our personal shoppers of their arrival by calling, using mobile check-in, or check-in via the pickup kiosk (options vary by location)
  - The personal shopper assigned to dispense the order uses their handheld device to identify the order number and pull the appropriate totes from the staging areas
  - Prior to putting the customer's order in their vehicle, the personal shopper uses their handheld device to review the order with the customer
  - The personal shopper will review with the customer any substituted, fragile, out of stock, and/or age restricted items
  - This review allows the customer to ensure they are getting what they want and provides the customer an opportunity to return or reject any item
  
- **Customer pickups their order (dispensing process)**
  - Once the customer and personal shopper have:
    - Reviewed any substituted, fragile, and/or out of stock items
    - Removed any rejected products that the customer no longer wants

- Verified the customer's age and identification if the order contained any age restricted items (and if necessary, removed age restricted items)
- The customer signs the order, the customer's account is charged with the final order amount (after removing the cost of any products removed from the customer's order)
- The personal shopper places the final order in the customer's vehicle, and the transaction is considered complete

## Online Grocery Pickup w/ Alcohol Process Overview

- **Customer places their order**
  - Where allowed by state and local law, customers can include alcoholic beverage product in their online grocery order through walmart.com/grocery
  - All alcoholic beverage product item pages are flagged with a notification explaining the restrictions around purchasing this product
  - If the customer checkouts with an alcoholic beverage product in their basket, another notification is displayed at checkout and an acknowledgement box must be checked by the customer
  
- **Personal Shopper prepares the customer's order**
  - If a customer's order contains an alcohol beverage product, the product is assigned to a "Restricted" commodity group to ensure only personal shoppers that have taken the appropriate training and are of a legal age will pick the alcohol beverage product
  - Only personal shoppers meeting the age requirements within the regulatory jurisdiction are allowed to handle and/or dispense orders with alcohol beverage products
  - The picking carts that our shoppers use to pick items, have a roll of stickers labeled with the word "alcohol"
  - Orders containing alcohol beverage products are bagged and labeled with an alcohol sticker
    - This sticker enables our personal shoppers to clearly identify items that are subject to additional regulatory restrictions
  - All picked orders are kept in a secure backroom staging area, not open to the public, and only where Walmart employees are permitted to enter
    - Online Grocery orders are staged separately than other online orders (Site to Store or Pickup Today programs)
  
- **Customer pickups their order (review process)**
  - Only personal shoppers meeting the age requirements within the regulatory jurisdiction are allowed to handle and/or dispense orders with alcohol beverage products
  - If a customer's order includes alcohol beverage product, the personal shopper is prompted by their handheld device that there are restricted items in their order
  - If alcohol is not allowed to be sold at the time of dispense, the associate is notified (via their handheld device) that sale of the product is currently restricted, the items are automatically removed from the customer's digital

- basket (the customer will not be charged), and the personal shopper will remove the physical product from the order
- The personal shopper will request valid identification and enter the customer's date of birth from the identification into their handheld device
  - **Customer pickups their order (dispensing process)**
    - If over 21 years of age, the customer can sign for the order, and the personal shopper can place the final order into the customer's vehicle
    - If the customer is under 21 years of age and/or cannot provide a valid ID, the alcohol beverage products are removed from the customer's order and the customer is not charged for these products.



## Licensing Compliance Agency Communication Guide Online Grocery Pick-up

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### Online Grocery Pickup Process Overview

- **Customer places their order**
  - Customer visits [walmart.com/grocery](http://walmart.com/grocery) and creates an account by providing applicable information such as phone #, zip code, email address, etc.
  - Based on the customer's zip code, he or she will be provided with a list of the closest Walmart facility that offers the Online Grocery Pickup program
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  - The personal shopper assigned to dispense the order uses their handheld device to identify the order number and pull the appropriate totes from the staging areas
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    - Reviewed any substituted, fragile, and/or out of stock items
    - Removed any rejected products that the customer no longer wants
    - Verified the customer's age and identification if the order contained any age restricted items (and if necessary, removed age restricted items)



## Licensing Compliance Agency Communication Guide Online Grocery Pick-up

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- The customer signs the order, the customer's account is charged with the final order amount (after removing the cost of any products removed from the customer's order)
- The personal shopper places the final order in the customer's vehicle, and the transaction is considered complete



## Licensing Compliance Agency Communication Guide Online Grocery Pick-up

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### Online Grocery Pickup w/ Alcohol Process Overview

- **Customer places their order**
  - Where allowed by state and local law, customers can include alcoholic beverage product in their online grocery order through [walmart.com/grocery](https://walmart.com/grocery)
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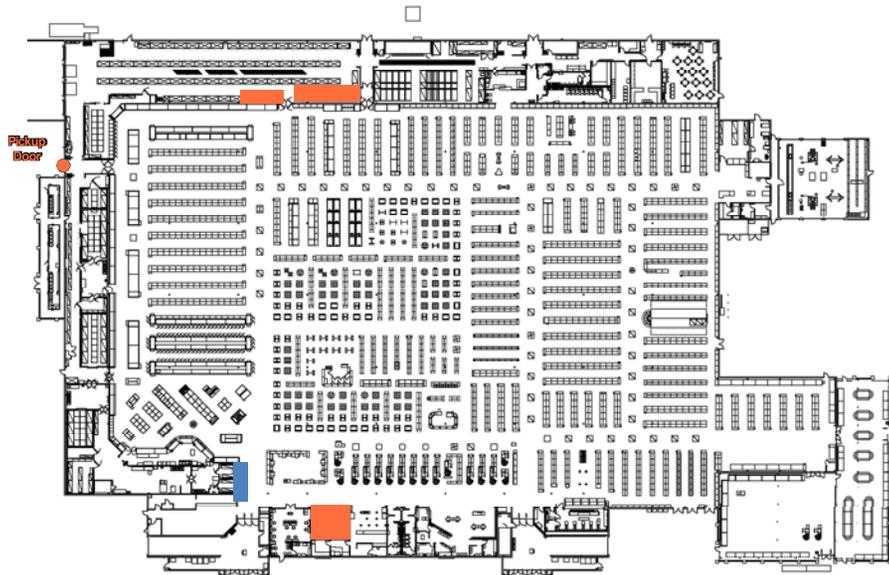


## Licensing Compliance Agency Communication Guide Online Grocery Pick-up

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- be charged), and the personal shopper will remove the physical product from the order
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  - If over 21 years of age, the customer can sign for the order, and the personal shopper can place the final order into the customer's vehicle
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# 3488 Burlington, WI



140  
OPD



Check-In  
Tenant

 Pickup

Solution  
MP

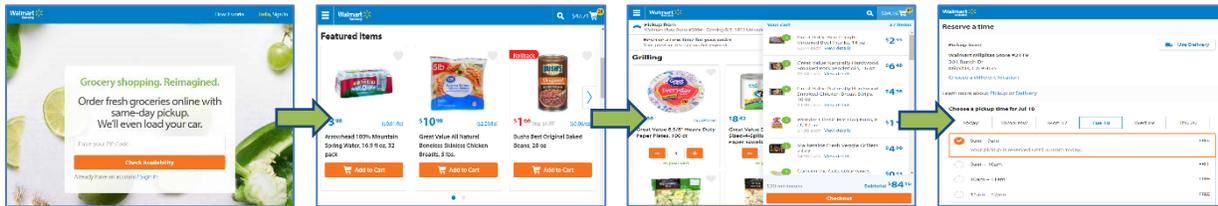
Stall Quantity  
8



# Compliance & Ethics Online Grocery Pickup Procedure Guide

## Placing Order

- Customer visits [walmart.com/grocery](http://walmart.com/grocery) and creates an account by providing applicable information such as phone #, zip code, email address, etc.
- Based on the customer's zip code, he or she will be provided with a list of the closest stores eligible for Walmart Online Grocery Pickup program
- Customer selects desired pickup store location and the pickup timeframe
- Customer completes the order by supplying Walmart with payment information
- Walmart authorizes and holds the card information but funds are not transferred from the card



- Where allowed by state and local law, customers can include alcoholic beverage product in their online grocery order through [walmart.com/grocery](http://walmart.com/grocery).

- All alcoholic beverage product item pages are flagged with a notification explaining the restrictions around purchasing this product (pictured right)

GOVERNMENT WARNING: (1) According to the Surgeon General, women should not drink alcoholic beverages during pregnancy because of the risk of birth defects. (2) Consumption of alcoholic beverages impairs your ability to drive a car or operate machinery, and may cause health problems.

The sale of alcohol to minors is prohibited.

At delivery or pickup, you must show a valid photo ID and provide a signature confirming that you are age 21 or over. Accepted forms of ID are: Driver's Licenses, State-issued Identification Cards, U. S. Passports, Military Identification Cards, U.S. Immigration Cards, or Tribal IDs in specific states, or other similar government issued IDs that are recognized within the state. Drivers will not deliver to anyone who appears to be intoxicated. No discounts, coupons or tax-exempt sales may be applied to alcohol. An order of alcohol totaling 20 gallons or more will not be allowed.

- If the customer checkouts with an alcoholic beverage product in their basket, another notification is displayed at checkout (pictured right) and an acknowledgement box must be checked by the customer (pictured below).

**Alcohol Disclosure** ⓘ

By checking this box, you confirm that you are at least 21 years old and will not resell any alcohol you purchase.

**Alcohol Disclosure** ⓘ

**Your order contains alcohol. Please read our policy before purchase.**

GOVERNMENT WARNING: (1) According to the Surgeon General, women should not drink alcoholic beverages during pregnancy because of the risk of birth defects. (2) Consumption of alcoholic beverages impairs your ability to drive a car or operate machinery, and may cause health problems.

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# Compliance & Ethics

## Online Grocery Pickup Procedure Guide

### Picking / Staging

- On the day a customer is scheduled to pickup an order, a Walmart associate, identified as a “Personal Shopper,” will “shop” for the customer order in the store
- All shopping is completed on the pickup day to ensure customer receives the freshest products



- If a customer’s order contains an alcohol beverage product, the product is assigned to a “Restricted” commodity group to ensure only personal shoppers that have taken the appropriate training and are of a legal age will pick the alcohol beverage product
- Only personal shoppers meeting the age requirements within the regulatory jurisdiction are allowed to handle and/or dispense orders with alcohol beverage products
- **In Wisconsin**, Personal shoppers must hold an operator/bartender license issued by their local municipality
- The picking carts that our shoppers use to pick items, have a roll of stickers labeled with the word “alcohol”
- Orders containing alcohol beverage products are bagged and labeled with an alcohol sticker (pictured right)
- This sticker enables our personal shoppers to clearly identify items that are subject to additional regulatory restrictions
- All picked orders are kept in a secure backroom staging area, not open to the public, and only where Walmart employees are permitted to enter
- Online Grocery orders are staged separately than other online orders (Site to Store or Pickup Today programs)



\*red text indicates a control related to alcohol

# Compliance & Ethics

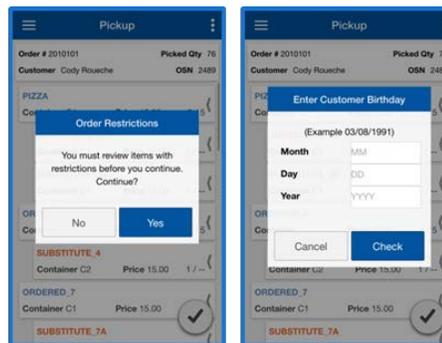
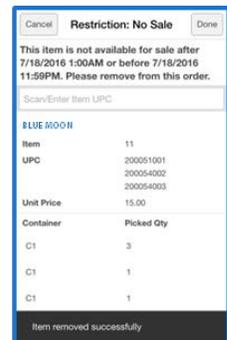
## Online Grocery Pickup Procedure Guide

### Customer Pickup: Order Review

- Online Grocery Pickup is currently offered between 8am – 8pm, 7 days a week (except holidays or other store closures)
- When the customer arrives, they notify our personal shoppers of their arrival by calling, using mobile check-in, or check-in via the pickup kiosk (options vary by location)
- The personal shopper assigned to dispense the order uses the handheld device to identify the order number and pull the appropriate totes from the staging areas
- Prior to putting the customer's order in their vehicle, the personal shopper uses their handheld device to review the order with the customer
- The personal shopper will also review any substituted items, fragile items, out of stock items, and verify customer's identification if the customer purchased any age restricted items
- This review allows the customer to ensure they are getting what they want and provides the customer an opportunity to return or reject any item



- Only personal shoppers meeting the age requirements within the regulatory jurisdiction are allowed to handle and/or dispense orders with alcohol beverage products
- If a customer's order includes alcohol beverage product, the personal shopper is prompted by their handheld device that there are restricted items in their order
- If alcohol is not allowed to be sold at the time of dispense, the associate is notified (via their handheld device) that sale of the product is currently restricted, the items are automatically removed from the customer's digital basket (the customer will not be charged), and the personal shopper will remove the physical product from the order (pictured right)
- The personal shopper will request valid identification and enter the customer's date of birth from the identification into their handheld device (pictured below)



\*red text indicates a control related to alcohol  
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# Compliance & Ethics

## Online Grocery Pickup Procedure Guide

- If over 21, the customer can sign for the order, and the personal shopper can place the final order into the customer's vehicle
- If the customer is under 21 and/or cannot provide a valid ID, the alcohol beverage products are removed from the customer's order and the customer is not charged for these products. (pictured right)



### Customer Pickup: Dispensing

- Once the customer and personal shopper have:
  - Reviewed any substituted items, fragile items, and out of stock items
  - Removed any rejected products that the customer no longer wants
  - Verified the customer's age and identification if the order contained any age restricted items (and if necessary, removed age restricted items)
- The customer signs the order, the customer's account is charged with the final order amount (after removing the cost of any products removed from the customer's order)
- The personal shopper places the final order in the customer's vehicle, and the transaction is considered complete





**DATE:** March 5, 2019

**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 individuals have submitted an Operator's License application and have been approved by the Burlington Police Department:

- 1. Hanrahan, Amanda Carrie
- 2. Zeman, Eric Gregory

**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 consideration at the March 5, 2019 Common Council meeting.



**DATE:** March 5, 2019

**SUBJECT:** **RESOLUTION 4934(36)** - To approve restructuring and modifications to the Burlington Tax Incremental District (TID) Restructured Policy Manual.

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

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**BACKGROUND/HISTORY:**

The original Burlington Tax Incremental District (BTID) policy manual was created in 1998 as part of the downtown redevelopment.

The intent of the policy manual was to provide the Community Development Authority (CDA), charged with TID development parameters, on who to allocate the city's revolving loan fund dollars to businesses.

As TID 3 and ER-TID 1 closed in 2018, Racine County Economic Development Corporation (RCEDC) and staff have been working towards updating the Burlington Tax Incremental District manual.

Attached is a memorandum from Carolyn Engel, Business Finance Manager for the Racine County Economic Development Corporation (RCEDC), regarding amending the the Revolving Loan Fund Loan manual. This evening, Carolyn will walk the Council through suggested changes of the manual, which is attached to your Council packet.

**BUDGET/FISCAL IMPACT:**

N/A

**RECOMMENDATION:**

Staff recommends approval of the TID Restructured Policy Manual.

**TIMING/IMPLEMENTATION:**

This item is scheduled for discussion at the February 20, 2019 Committee of the Whole meeting and is scheduled for final consideration at the March 5, 2019 Common Council meeting.

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**Attachments**

Res 4934(36) Restructured Policy Manual  
Memo and Revised TID RLF Policy Manual

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**RESOLUTION AMENDING THE CITY OF BURLINGTON REVOLVING LOAN FUND  
POLICY AND PROCEDURES MANUAL**

**WHEREAS**, the Racine County Economic Development Corporation (RCEDC) provides economic development assistance to the City of Burlington; and

**WHEREAS**, the City of Burlington Revolving Loan Fund (RLF) encourages economic development and the creation and retention of employment in the City of Burlington; and

**WHEREAS**, RCEDC desires to amend the rules and regulations of the program's guidelines through the City of Burlington's *Community Development Block Grant - Revolving Loan Program - Policies and Procedures Manual*.

**NOW, THEREFORE, BE IT RESOLVED**, by the Common Council of the City of Burlington that an amendment to the *Community Development Block Grant - Revolving Loan Program Policies and Procedures Manual* as prepared by RCEDC for the City of Burlington is hereby approved.

Introduced: February 5, 2019

Adopted:

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

Attest:

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

**TO: CITY OF BURLINGTON**

**FROM: CAROLYN ENGEL, BUSINESS FINANCE MANAGER**

**RE: RESTRUCTURE OF BURLINGTON RLF**

**DATE: FEBRUARY 5, 2019**

***Introduction***

Over the past few months, RCEDC staff has met with the City to discuss incentives to assist with business recruitment and expansion in the City of Burlington. Much of that discussion involved the restructure of the existing City’s Revolving Loan Fund (RLF) for Tax Incremental District (TID) Number Three into a loan and grant fund available to businesses throughout the City. The first draft of the proposed new Policy Manual was presented to City Council in August 2018. Based upon the meetings that occurred since that time, revisions have been made to the proposed Manual which is attached for the City’s consideration.

**The Proposed RLF Program Parameters**

Attached is a redlined version of the RLF Policy Manual indicating the proposed changes with the restructuring of the RLF parameters. A number of changes were made to the Manual to update it consistent with current procedures. Key changes as a result of the re-structure to a City-wide RLF are summarized below and specify the parameters under the existing TID RLF and the proposed changes with the City-wide RLF.

**LOAN FUND PARAMETERS**

<b>Program Parameters</b>	<b>Burlington TID RLF</b>	<b>Proposed Parameters for City of Burlington RLF</b>
<b>Program Objectives:</b>	<ol style="list-style-type: none"> <li>To encourage the creation and retention of permanent jobs.</li> <li>To encourage the leveraging of new private investment in the TID in the form of private fixed asset investment, particularly in land, buildings, furniture and fixtures and equipment.</li> <li>To perpetuate a positive and proactive business climate which encourages the retention and expansion of existing businesses and helps to attract desirable new businesses.</li> <li>To maintain and promote a diverse mix of employment opportunities and to minimize seasonal or cyclical employment fluctuations.</li> <li>To implement the City of Burlington’s Riverwalk/Redevelopment Plan goals and objectives.</li> </ol>	<ol style="list-style-type: none"> <li>To encourage the creation and retention of permanent jobs <u>particularly those that pay above median income.</u></li> <li>To encourage the leveraging of new private investment in the <del>TID</del> <u>City of Burlington</u> in the form of private fixed asset investment, particularly in land, buildings, furniture and fixtures and equipment.</li> <li>To perpetuate a positive and proactive business climate which encourages the retention and expansion of existing businesses and helps to attract desirable new businesses.</li> <li>To maintain and promote a diverse mix of employment opportunities and to minimize seasonal or cyclical employment fluctuations.</li> <li><u>5.</u> To implement the City of Burlington’s</li> </ol>

		<p>Riverwalk/Redevelopment Plan goals and objectives.</p> <p><u>6. To encourage thriving retail areas by providing incentives to businesses to enhance or fill empty storefronts and vacant buildings.</u></p> <p><i>RCEDC Note: Changes to program objectives were made to incorporate strategic initiatives from the City's 2016-2019 Strategic Plan.</i></p>
<b>Administration</b>	RCEDC will report annually to the City of Burlington regarding the use of the Burl RLF funds.	<p>RCEDC will report <b>semi</b>-annually to the City of Burlington regarding the use of the Burl RLF funds.</p> <p><i>Note: This will be part of RCEDC's semi-annual report to the community.</i></p>
<b>Target Area:</b>	Burlington TID #3	City of Burlington
<b>Approval Process:</b>	<p>1. RCEDC Loan Committee</p> <p>2. Burlington CDA</p> <p>Note: Loans less than \$15,000 are reviewed by RCEDC Staff and bypass Loan Committee</p>	<p>1. RCEDC Loan Committee</p> <p>2. Burlington <del>CDA</del><b>Common Council</b></p> <p><del>Note: Loans less than \$15,000 are reviewed by RCEDC Staff and bypass Loan Committee</del></p> <p><i>RCEDC Note: Final approval of loan applications is recommended to be the City Common Council since the RLF program would now be available City-wide. Separate approval of loans less than \$15,000 was removed as there has not been a demand for these funds.</i></p>
<b>Review of Servicing Actions</b>	<p><i>In Agreement with RCEDC:</i></p> <p>Minor servicing actions will be considered by the RCEDC staff, together with the City Administrator and Mayor. These actions will include:</p> <ul style="list-style-type: none"> <li>• Actions that do not significantly affect the interest of the City in an adverse manner.</li> <li>• Subordination to a new senior lien holder (usually a bank) provided no new money is being lent.</li> <li>• Other servicing actions that can be defined as minor.</li> </ul>	<p><i>Add to Policy Manual:</i></p> <p>Minor servicing actions will be considered by the RCEDC <del>staff</del><b>Loan Committee</b>, together with the City Administrator and Mayor. These actions will include:</p> <ul style="list-style-type: none"> <li>• Actions that do not significantly affect the interest of the City in an adverse manner.</li> <li>• Subordination to a new senior lien holder (usually a bank) provided <del>no new money is being lent.</del><u>it has minimal impact to collateral coverage (typically less than 20%).</u></li> <li>• Other servicing actions that can be defined as minor.</li> </ul>
<b>Administrative Costs</b>	<p>Administrative expenses of up to fifteen (15) percent of program income may be used for direct loan administrative costs.</p> <p>Summary of additional Fees:</p> <ul style="list-style-type: none"> <li>• Legal Costs</li> </ul>	<p><del>Administrative expenses of up to fifteen (15) percent of program income may be used for direct loan administrative costs.</del></p> <p>Summary of additional Fees:</p> <ul style="list-style-type: none"> <li>• Legal Costs</li> </ul>

	<ul style="list-style-type: none"> <li>• Consulting fees for credit analysis, business plan reviews and technical assistance</li> <li>• Office supplies, copying, typing, mailing and related expenses</li> <li>• Training costs</li> </ul> <p>Other fees charged to Borrower:</p> <ul style="list-style-type: none"> <li>• Loan Processing Fee – 1.5% <u>not to exceed</u> \$2,000</li> <li>• Loan Servicing Fee - .005%</li> <li>• Out of Pocket Costs</li> </ul>	<ul style="list-style-type: none"> <li>• Consulting fees for credit analysis, business plan reviews and technical assistance</li> <li>• Office supplies, copying, typing, mailing and related expenses</li> <li>• Training costs</li> </ul> <p>Other fees charged to Borrower:</p> <ul style="list-style-type: none"> <li>• <del>Loan Processing Fee – 1.5% <u>not to exceed</u> \$2,000</del></li> <li>• Loan Servicing Fee - .005%</li> <li>• Out of Pocket Costs</li> </ul> <p><i>RCEDC Note: Removed cap of 15% of program income to be used for Administrative Fees. This is less than other programs with the final amount addressed in the City's Agreement with RCEDC executed annually. Note: No fees will be pulled without City approval.</i></p>
<p><b>Eligible Uses:</b></p>	<ul style="list-style-type: none"> <li>• The acquisition of land and buildings.</li> <li>• Machinery and equipment acquisition, furniture and fixtures.</li> <li>• Site preparation and the construction or reconstruction of buildings or the installation of fixed equipment.</li> <li>• Clearance, demolition, removal of structures, rehabilitation and renovation of buildings, facade renovation and other such improvements.</li> <li>• Leasehold improvements, where the lease period is for the term of the RLF - TID loan or five years, whichever is less.</li> <li>• Business acquisition through purchase of assets or stock.</li> <li>• The payment of assessments for sewer, water, street, and other public utilities if the provision of the facilities will directly create or retain jobs.</li> <li>• Working capital.</li> <li>• Training costs related to the jobs created or retained as a result of the RLF - TID loan.</li> <li>• Other costs which represent opportunities to further the goals and objectives of development in the TID.</li> </ul>	<ul style="list-style-type: none"> <li>• The acquisition of land and buildings.</li> <li>• Machinery and equipment acquisition, furniture and fixtures.</li> <li>• Site preparation and the construction or reconstruction of buildings or the installation of fixed equipment.</li> <li>• Clearance, demolition, removal of structures, rehabilitation and renovation of buildings, facade renovation and other such improvements.</li> <li>• Leasehold improvements, where the lease period is for the term of the <del>RLF – TID</del> <u>Burl RLF</u> loan <del>or five years, whichever is less.</del></li> <li>• Business acquisition through purchase of assets or stock.</li> <li>• The payment of <u>fire suppression expenses and</u> assessments for sewer, water, street, and other public utilities if the provision of the facilities will directly create or retain jobs.</li> <li>• Working capital.</li> <li>• <u>Training costs related to the jobs created or retained as a result of the RLF – TID</u> <u>Burl RLF</u> loan.</li> <li>• <u>Mixed-use buildings are eligible for Burl RLF financing. Improvements to the residential portion will be considered where safety improvements are needed.</u></li> </ul> <p>Other costs which represent opportunities to further the goals and objectives of</p>

		<u>development in the TID:the City of Burlington’s Strategic Plan.</u> <i>RCEDC Note: All eligibility criteria are intended to be guidelines at the discretion of the Burlington City Council.</i>
<b>Ineligible Uses:</b>	<ul style="list-style-type: none"> <li>• Refinancing or consolidating of existing debt.</li> <li>• Reimbursement for expenditures made more than nine months prior to a complete loan application being received, unless the time limit is extended or waived by the Community Development Authority for good cause.</li> <li>• Specialized equipment that is not essential to the business operation.</li> <li>• Residential building construction or reconstruction (unless such reconstruction is intended to convert the building or a portion of the building to a business or industrial operation).</li> <li>• Routine maintenance.</li> <li>• Other activities that the Loan Review Committee may identify during the administration of the program.</li> </ul>	<i>No Recommended Changes.</i>
<b>Ineligible Businesses:</b>	<ol style="list-style-type: none"> <li>1. Speculative investment companies.</li> <li>2. Lending institutions.</li> <li>3. Gambling operations.</li> <li>4. Non-public recreation facilities.</li> <li>5. Other businesses not serving the interests of the City of Burlington.</li> </ol>	<i>No Recommended Changes.</i>
<b>Eligibility:</b>	<p><u>Community Benefits.</u> Applicants must demonstrate the project will benefit the community through one or more of the following:</p> <ol style="list-style-type: none"> <li>1. <u>Tax base</u> enhancement.</li> <li>2. There is a <u>predetermined need for the applicant’s type of business</u> to be located in the TID.</li> <li>3. <u>Jobs.</u> At least one (1) full-time permanent position or full-time equivalent must be created or retained for every \$35,000 of program funds requested. The jobs shall be created within a period of 24 months following the closing of the loan and shall be maintained for a minimum of 12 months.</li> </ol>	<p><u>Community Benefits.</u> Applicants must demonstrate the project will benefit the community <u>by meeting one or more of the objectives listed in Section 1.2 of the Policy Manual.</u></p>
<b>Loan Amount:</b>	Loan amounts are subject to the availability of program funds and to the following guidelines. A minimum loan size of \$2,500 and a maximum loan size	Loan amounts are subject to the availability of program funds and to the following guidelines. A <del>minimum loan size of \$2,500 and a</del> maximum loan size

	of \$100,000 for each borrower. Loan amounts may be higher if the project is determined to be of significant economic impact and is so designated by the City of Burlington	of \$100,000 for each borrower. Loan amounts may be higher if the project is determined to be of significant economic impact and is so designated by the City of Burlington
<b>Private Funds Leveraged:</b>	1:1 Lower ratio at discretion of Committee Leveraged dollars can be project costs or renovations to residential portions of property.	<i>No Recommended Changes.</i>
<b>Equity:</b>	Typically 10% but no requirement.	<i>No Recommended Changes.</i>
<b>Interest Rate:</b>	Min. 50% of Prime; Max Prime plus 2%	<i>No Recommended Changes.</i>
<b>Terms:</b>	Working capital up to 7 years Equipment up to 10 years Real Estate up to 12 year term, 20 year amortization	<i>No Recommended Changes.</i>
<b>Deferrals:</b>	Principal and interest may be deferred up to 1 year.	<i>No Recommended Changes.</i>
<b>Grants</b>	None.	<p><u>Grants.</u>  <u>Grants of up to \$15,000 may be granted by the City of Burlington City Council for those projects to be determined to have a significant community impact. Grants would be determined on a case-by-case basis as deemed appropriate by City Staff and City Council. If City Staff is in support of a grant request, RCEDC Staff and the RCEDC Loan Advisory Committee will review the request from the applicant and make a recommendation to City Council. The presentation would include the following for the City to consider:</u></p> <ul style="list-style-type: none"> <li>• <u>Description of project;</u></li> <li>• <u>Extent to which the project meets these Program Objectives and other eligibility criteria for funds as described within this Policy Manual; and</u></li> <li>• <u>Confirmation that the Borrower is current with all tax obligations and has no financial concerns that may be found in RCEDC public records checks and review of financials.</u></li> </ul> <p><u>No more than 30% of available funds will be allocated towards grants annually with the remaining 70% allocated towards loans. This will be reviewed annually by City Council.</u></p>

<b>Prepayment:</b>	No penalty	<i>No Recommended Changes.</i>
<b>Collateral:</b>	See the best collateral position possible	<i>No Recommended Changes.</i>

City of Burlington

~~Economic Development~~  
Revolving Loan Fund Program  
~~Tax Incremental District Number Three~~  
(Burl City RLF)

**Policies and Procedures Manual**

Prepared by:  
Racine County Economic Development Corporation  
~~May 11, 1998~~  
Last Revised: ~~May 11, 2000~~February 2019

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## FOREWORD

In 1998, the City of Burlington established the Revolving Loan Fund for Tax Incremental District (TID) Number Three and allocated funds for a Revolving Loan Fund for businesses in that district. These funds ~~are-were intended~~ to be used to improve properties and enhance the tax base within the TID. Business owners within the TID ~~are-were~~ eligible for this program to finance business expansion or start-up projects.

With the closing of the TID, the RLF funds are being re-allocated into a RLF to benefit all City of Burlington businesses. The funds through this program are provided in the form of low-interest loans depending upon the particular needs of the applicant. Loan funds that are repaid to the City will be used to assist other businesses within the ~~TID~~ City of Burlington. The purpose of this plan is to set forth the operating and administrative procedures for loans from the City of Burlington Revolving Loan Fund (~~RLF-Burl RLF~~TID).

## SECTION 1. GENERAL PROVISIONS

### 1.1 PURPOSE

The purpose of the policies and procedures contained within this manual, hereafter referred to as the ~~RLF-TID~~ Burl City RLF Manual, is to present the criteria which governs the economic development activities assisted with funds made available through the City of Burlington's Revolving Loan Fund (~~RLF-TID~~ Burl RLF) program. All criteria set forth in the Manual are subject to the discretion of the Burlington City Council.

### 1.2 OBJECTIVES

Economic development activities assisted with funds made available through the ~~RLF-TID~~ Burl RLF Program are intended to meet the following objectives:

1. To encourage the creation and retention of permanent jobs particularly those that pay above median income.
2. To encourage the leveraging of new private investment in the ~~TID~~ City of Burlington (City) in the form of private fixed asset investment, particularly in land, buildings which contribute to increasing assessed values, but also investments in ,furniture and fixtures and equipment.
3. To perpetuate a positive and proactive business climate, which encourages the retention and expansion of existing businesses and helps to attract desirable new businesses.
4. To maintain and promote a diverse mix of employment opportunities and to minimize seasonal or cyclical employment fluctuations.
5. To implement the City of Burlington's Riverwalk/Redevelopment Plan goals and objectives.
- ~~5-6.~~ To encourage thriving retail areas by providing incentives to businesses to enhance or fill

empty storefronts and vacant buildings.

### 1.3 AMENDMENTS and MODIFICATIONS

The City of Burlington may from time to time amend the provisions imposed by the policies and procedures contained within the ~~RLF—TID~~Burl RLF Manual and such amendments are subject to ~~prior~~-written approval by the City of Burlington ~~Community Development Authority that provides the funds used to capitalize the RLF—TID~~Common Council.

## SECTION 2. ADMINISTRATION

### 2.1 LOAN COMMITTEE

1. The City of Burlington accepts full responsibility for the appropriate administration of the ~~RLF—TID~~Burl RLF program. Funding decisions relative to ~~RLF—TID~~Burl RLF loans will be made by the ~~Community Development Authority~~City of Burlington Common Council based upon a recommendation by the Racine County Economic Development Corporation (RCEDC) ~~Loan Committee~~Loan Advisory Committee and RCEDC Staff.
2. The City of Burlington has entered into an agreement with the RCEDC whereby the City of Burlington designates RCEDC as its agent for the administration of the ~~RLF—TID~~Burl RLF Program (RLF Administrator).
3. The RLF Administrator shall explain the Program to prospective applicants, provide written information, assist applicants in completing applications, and process requests for financing. The RLF Administrator, where necessary and appropriate, shall counsel or guide loan applicants to other more appropriate technical and financial resources when the loan applicant has needs beyond those available from the ~~RLF—TID~~Burl RLF program.
4. The RLF Administrator shall periodically review all financial statements and loan amortization schedules of ~~RLF—TID~~Burl RLF loan recipients, review and approve documentation of business expenditures financed with ~~RLF—TID~~Burl RLF proceeds, record ~~RLF—TID~~Burl RLF security instruments, maintain the ~~RLF—TID~~Burl RLF accounting records which shall be segregated from other community accounts, and report semi-annually to the City of Burlington regarding the use of the ~~RLF—TID~~Burl RLF funds.
5. The RCEDC ~~Loan Committee~~Loan Advisory Committee shall function as the ~~RLF—TID~~Burl RLF Loan Review Committee which will ~~consist of~~include individuals representative of broad Racine County community interests, and having special expertise and knowledge of commercial lending and economic development processes. The Loan Review Committee shall have the authority to review, select and recommend loan applications ~~of \$15,000 or more~~ to the governing body for final approval. ~~RCEDC Staff shall will conduct the loan review for loans applications of less than \$15,000 and recommend the loan application to the governing body for final approval.~~ The Committee shall also have the authority to make policy recommendations for the administration of the program.

6. The RCEDC attorney shall prepare all loan agreements, review all promissory notes and mortgage or lien instruments, and counsel the City of Burlington on default matters. All attorney fees incurred shall be charged to the borrower. (See Section 2.4 Administration)
7. The RLF Administrator shall be responsible for the maintenance of all other records for the ~~RLF-TID~~Burl RLF, particularly those related to the expenditures of the ~~RLF-TID~~Burl RLF moneys for program administration purposes.
8. Minor servicing actions will be considered by the RCEDC Loan Advisory Committee together with the City Administrator and Mayor. These actions will include:
  - Actions that do not significantly affect the interest of the City in an adverse manner.
  - Subordination to a new senior lien holder (usually a bank) provided it has minimal impact to collateral coverage (typically less than 20%).
  - Other servicing actions that can be defined as minor.

## 2.2 MEETINGS

~~RCEDC Loan-Loan Advisory Committee Review~~ meetings to review loan applications shall be held on an as-needed basis. ~~Community Development Authority meetings shall be held on the first Thursday of every month.~~ All Committee members shall be given prior notice of each meeting. A majority of the Committee in attendance at a meeting constituting a quorum shall be required for official Committee action. Official actions must have the support of the majority of the ~~total Committee~~Committee members present. ~~Vacant positions on the Committee shall be counted in determining the total number of Committee members.~~ Loan recommendations as previously described will be brought before the City of Burlington Common Council for final approval.

## 2.3 RECORDS

Written records of all program activities, including program meetings, loan applications, and related documents, shall be maintained in appropriate files by RCEDC. All files, electronic and/or paper files will, will be maintained by RCEDC in a secure place with limited access by authorized personnel. The City of Burlington's legal counsel shall be consulted with regard to compliance with state and municipal open records laws.

The following files shall be established and maintained for each loan recipient:

1. Loan Application-and Recommendation File. All application, business financial statements, personal financial statements, credit reports, business plan documents, a summary of the credit analysis, recommended actions for the application, and other supporting loan information submitted to the City of Burlington and/or RCEDC, including all applicable correspondence, shall be placed in a permanent-loan application file. The minutes of the RCEDC ~~Loan Committee~~Loan Advisory Committee and ~~the Community Development Authority~~Burlington Common Council meetings summarizing the action taken on the loan requests shall also be maintained ~~under a separate cover in the RCEDC archives~~in the loan files.
2. Loan Closing-/Collateral Files. Contains copies of all the legal documents from the loan closing, including security instruments, the note and other applicable correspondence.

Original loan and collateral documents shall be placed in a locked, fireproof ~~safe and located in the municipal offices of the City of Burlington~~ filing cabinet at the offices of RCEDC. Copies of the loan closing documents and an amortization schedule will be provided to the loan recipient, along with an invoice, if applicable, for loan closing and servicing fees.

3. Loan Servicing File. Contains all records of subsequent activity related to the supervision and monitoring of the loan. This file will include:

- List of applicable loan covenants;
- Records of site visits conducted periodically to each loan recipient, the scheduling of which depends on the nature of the project;
- Certificates of insurance for builders risk, property-casualty, and life insurance, as applicable;
- Evidence of payment of real estate taxes, if applicable;
- Borrower financial statements as required by the loan covenants;
- Documentation for job creation and retention ~~including low and moderate income certifications forms.~~ ;
- All Copies of written correspondence; and
- Records of important ~~telephone~~ conversations.

4. "Tickler " System. To ensure that loan repayments, financial information, the loan agreement covenants, UCC updates, and other time sensitive documentation requirements are tracked and obtained as required, the following information where applicable will be maintained in the Loan Servicing File and/or loan servicing software, or elsewhere as indicated for monitoring:

- Expiration dates for property, casualty and life insurance policies;
- Due dates for all financial statements;
- Scheduled dates of annual loan performance and covenant reviews;
- Dates for site visits;
- Due dates for property tax payments; ~~and dates by which the City of Burlington expects to hear from the borrower regarding confirmation of payment of taxes~~
- Review dates for job monitoring; and
- Monitoring of UCC financing statements for necessary renewals.

~~Expiration dates for UCC financing statements will be maintained in the Portfolio Status Report and reviewed monthly to assure that filing updates occur at least 45 days prior to the expiration of the UCC filing on hand.~~

5. Repayment Monitoring will be tracked via computer program and include the loan amortization schedule, status of payments, and the outstanding balance of the loan, observations suggesting concerns or problems will be reported to the RCEDC ~~Loan Committee~~ Loan Advisory Committee.

6. Loan Review. All loans are to be reviewed on an annual basis, and at such other times as may be deemed necessary by the ~~RLF-TID~~ RLF Administrator or the City of Burlington. The review will follow receipt of the fiscal year-end financial statements and will result in the loan being 'risk rated' based upon RCEDC's review. ~~, the year-end progress reports,~~

~~and site visits. A report on the~~ The loan ~~review risk rating~~ shall be in the file and may include review of address the following: timeliness of monthly payments, ~~condition of collateral securing the loan and status of security documents (i.e. mortgages, UCC filings)~~; overall financial condition of the business; the presence of material liens or lawsuits, -and violations of loan covenants and suggested corrective actions.

If the business is experiencing problems with any of the above criteria, the RLF Administrator is to work with the loan recipient to identify actions that are needed to correct the identified deficiencies, including possible restructuring of the loan to protect the City of Burlington's interest and meet the needs of the business.

In the event the findings of the loan review suggest serious problems, particularly if the loan is at risk for default, RCEDC will cooperate with the RCEDC attorney and the City of Burlington attorney in order to initiate steps necessary to protect the loan and to insure the maximum repayment of the balance due. Corrective actions may be achieved through restructuring or if necessary, foreclosure.

## 2.4 ADMINISTRATION

Reasonable administrative funds may be withdrawn with City approval from the ~~RLF-TID~~ Burl RLF to cover personnel costs and other administrative expenses should they be required. ~~Local Burl RLF~~ funds may be used in situations when loan repayments are insufficient to cover administrative costs. ~~Administrative expenses up to fifteen (15) percent of program income may be used for direct loan administrative costs.~~ In addition to paying costs for the RLF administrator, these funds may be used for the following:

- Legal costs.
- Consulting fees for credit analysis, business plan reviews and technical assistance.
- Office supplies, copying, typing, mailing, and related expenses.
- Training costs.

The ~~City of Burlington will also require the~~ following fees are required for the program:

- Loan Processing Fee ~~Processing Fee~~ - An amount equal to 1.5% of the loan amount ~~not to exceed \$2,000.~~
- Loan Servicing Fee - A monthly loan servicing fee equal to one-half of one percent (.005%) of the monthly loan payments.
- ~~Out-of-Pocket Fees~~ - All out-of-pocket expenses including but not limited to legal fees related to closing or servicing the loans will be the responsibility of the Borrower. determining the value of collateral and perfecting security interest of the City of Burlington's and other fees to cover charges directly related to either processing an application or servicing a loan, including but not limited to, appraisals, title reports, lien searches, credit reports, UCC filing fees and Register of Deeds fees. All fees collected go to the RLF-TID. The accounting of the fee revenue placed in the RLF-TID will include separate line items to track administrative

~~expenses recovered.~~

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- ~~Closing/Legal Fees—A fee of \$800 for the preparation the loan agreement, the note, all security agreements and related documents as required by the authorization will be charged on loans of \$50,000 or more. A fee of \$250 will be charged on loans of less than \$50,000.~~

### SECTION 3. ELIGIBILITY CONSIDERATIONS

Note: All eligibility criteria are intended to be guidelines and subject to the discretion of the Burlington City Council.

#### 3.1 ELIGIBLE AREA

The area served by the ~~RLF—TID~~Burl RLF program ~~shall be within the Tax Incremental District (TID) Number three of~~is the City of Burlington.

#### 3.2 ELIGIBLE APPLICANTS

1. Applicants shall be any business wishing to establish a new operation, expand an existing operation or construct or improve a facility for lease to business (es) located in the Eligible Area and which comply with the Program Requirements (Section 3.6).
2. Applications may be submitted by the sole proprietor, managing partner, managing member or Chief Executive Officer of any business wishing to establish a new operation, expand ~~an existing~~an existing operation or construct or improve a business facility within the Eligible Area.
3. No member of the governing body, the RCEDC ~~Loan Committee~~Loan Advisory Committee, or any other official, employee, or agent of the City of Burlington who exercises decision-making functions or responsibilities in connection with the implementation of this program is eligible for financial assistance under this program.
4. No program loans will be made which are in conflict with Section 946.13 of the Wisconsin Statutes (Private Interest in Public Contract Prohibited).
5. Applicants shall not be disqualified based on age, race, religion, color, handicap, sex, physical condition, development disability as defined in s. 51.01(5), sexual orientation or national origin.

#### 3.3 ELIGIBLE ACTIVITIES

Program loans shall be available to eligible applicants for the following activities:

1. The acquisition of land and buildings.
2. Machinery and equipment acquisition, furniture and fixtures.

3. Site preparation and the construction or reconstruction of buildings or the installation of fixed equipment.
4. Clearance, demolition, removal of structures, rehabilitation and renovation of buildings, facade renovation and other such improvements.
5. Leasehold improvements, where the lease period is for the term of the ~~RLF-TID~~Burl RLF loan ~~or five years, whichever is less.~~
6. Business acquisition through purchase of assets or stock.
7. The payment of fire suppression expenses or assessments for sewer, water, street, and other public utilities if the provision of the facilities will directly create or retain jobs.
8. Working capital.
9. Training costs related to the jobs created or retained as a result of the ~~RLF-TID~~Burl RLF loan.
10. Mixed Use Buildings are eligible for Burl RLF financing. Improvements to the residential portion will be considered where safety improvements are needed.
- ~~10.11.~~ Other costs which represent opportunities to further the goals and objectives of development in the TID-City of Burlington's Strategic Plan.

### 3.4 INELIGIBLE ACTIVITIES

Program loans shall not be available for the following activities:

1. Refinancing or consolidating of existing debt.
2. Reimbursement for expenditures made more than nine months prior to a complete loan application being received, unless the time limit is extended or waived by the ~~Community Development Authority~~City of Burlington for good cause.
3. Specialized equipment that is not essential to the business operation.
4. Residential building construction or reconstruction (unless such reconstruction is intended to convert the building or a portion of the building to a business or industrial operation).
5. Routine maintenance.
6. Other activities that the Loan Review Committee may identify during the administration of the program.

### 3.5 INELIGIBLE BUSINESSES

Program loans shall not be available for the following businesses:

1. Speculative investment companies.
2. Lending institutions.
3. Gambling operations.
4. Non-public recreation facilities.
5. Other businesses not serving the interests of the City of Burlington.

### 3.6 PROGRAM REQUIREMENTS

To be eligible for funding, a proposed project ~~must~~would ideally meet ~~all of~~ the following minimum requirements:

1. Private Funds Leveraged. ~~Generally, t~~The applicant must leverage a minimum of one dollar (\$1.00) of private funds for every one dollar (\$1.00) of loan funds requested. Lower leverage would be permitted at the discretion of the RCEDC Loan Review Committee and Burlington City Council. Private funds used to leverage the ~~THD~~Burl-RLF loan may be used for any eligible project costs or renovations or improvements to residential portions of the project real estate. Consideration of private funds towards any other ineligible project costs as leverage of the ~~THD-Burl~~ RLF would require approval of the Community Development Authority~~City of Burlington~~.<sup>2</sup>
- ~~2. Community Benefits~~. Applicants must demonstrate the project will benefit the community ~~through one or more of the following:~~
  - ~~(a) tax base enhancement;~~
  - ~~(b) there is a predetermined need for the applicants type of business to be located in the THD; and~~
  - ~~1.2. (c) At least one (1) full time permanent position or full time equivalent must be created or retained for every \$35,000 of program funds requested. The jobs shall be created within a period of 24 months following the closing of the loan and shall be maintained for a minimum of 12 months by meeting one or more of the objectives listed in Section 1.2 of this Policy Manual.~~

The City of Burlington reserves the right to waive the above requirements.

3. Financial Feasibility and Business Viability. The applicant must demonstrate that the proposed project is viable and the business will have the economic ability to repay the funds.
4. Project Completion. Projects shall be completed within 12 months from the date of the loan approval unless prior approval is given by the Community Development Authority~~RCEDC Loan Advisory Committee~~. Applicants shall provide ~~the City of Burlington~~ a project implementation schedule ~~not exceeding 24 months for project completion and job creation~~.
5. Records. Loan recipients will maintain those records that are necessary for the City or its designated agent, to determine if the performance of the business complies with the terms of the loan agreement. The records ~~will~~may include, but may not be limited to, purchase orders,

invoices, records of payments, canceled checks, ~~and~~ payroll records and/or business certifications indicating the number of new or retained employees as a result of that are a part of the Project. The City or its designated agent will have access to all records pertinent to the Project for the purposes of examination and transcription.

6. Compliance With Applicable Laws. Applicants shall comply with all applicable local, state, and federal laws and codes.
7. Nondiscrimination. Recipient businesses will not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, or handicap.

## SECTION 4. TERMS AND CONDITIONS

### 4.1 TERMS AND CONDITIONS

Loan terms and conditions shall be structured on need and ability to repay. Minimum standards shall include the following:

1. Loan Amount. Loan amounts are subject to the availability of program funds, and to the following guidelines. A ~~minimum loan size of \$2,500 and a~~ maximum loan size of \$100,000 for each borrower. Loan amounts may be higher if the project is determined to be of significant economic impact and is so designated by the City of Burlington. ~~Unless a loan is so designated, aggregate RLF-TID loans outstanding to any single borrower or related borrowers shall not exceed the maximum loan amount. Related borrowers shall include companies with common ownership where the principal owners or their immediate family directly or indirectly control at least 50% of the company's voting stock.~~
2. Interest Rate. Loans shall be subject to a minimum interest rate of fifty percent (50%) of the current prime rate as published in the Wall Street Journal at the time of application. The maximum interest rate shall be the prime rate of interest plus 2%, as published in the Wall Street Journal at the time of loan application. The interest rate shall be established by the RCEDC Loan Advisory Review Committee, taking into consideration the borrower's ability to repay, the desirability of the borrower and the project relative to the ~~TID-Burl RLF~~ economic development goals, and the availability and cost of other financing alternatives available through private financial institutions. The interest rate will be fixed for the term of the loan or may be variable, based upon criteria established by the RCEDC ~~Loan Committee~~ Loan Advisory Committee, except as provided in section 3.6(4). (Penalty for the Failure to Create or Retain Jobs)
3. Terms for Loans. Loan terms and amortization schedules should not exceed the useful life of the collateral.
  - Working capital loans shall have a maximum term of seven years.
  - Loans for machinery, equipment and fixtures shall have a maximum term of ten years.
  - Real estate loans shall have a maximum term of 12 years which can be amortized on a

20-year basis with the option of refinancing for an additional eight years.

Amortization schedules shall be set up for monthly payments. At the option of the ~~Loan Committee~~Loan Advisory Committee, amortization ~~schedules-periods~~ may be longer than the loan term, with the balance of the loan to be paid as a balloon payment or by refinancing at an interest rate which the ~~Loan Committee~~Loan Advisory Committee determines to be appropriate.

4. Deferral of Payments. Payment of interest and/or principal may be deferred for up to one (1) years if merited in the loan application. Interest shall accrue during the deferment period and may be paid in full or added to the principal amount of the loan. Following the deferral period, interest and principal shall be paid for the remaining term of the loan.

5. Grants. Grants of up to \$15,000 may be granted by the City of Burlington City Council for those projects to be determined to have a significant community impact. Grants would be determined on a case-by-case basis as deemed appropriate by City Staff and City Council. If City Staff is in support of a grant request, RCEDC Staff and the RCEDC Loan Advisory Committee will review the request from the applicant and make a recommendation to City Council. The presentation would include the following for the City to consider:

- Description of project;
- Extent to which the project meets these Program Objectives and other eligibility criteria for funds as described within this Policy Manual; and
- Confirmation that the Borrower is current with all tax obligations and has no financial concerns that may be found in RCEDC public records checks and review of financials.

No more than 30% of available funds will be allocated towards grants annually with the remaining 70% allocated towards loans. This will be reviewed annually by City Council.

~~5.6.~~Prepayment. Borrower may prepay the loan in full or in part at any time without penalty.

~~6.7.~~Collateral. The City of Burlington will seek to have the best collateral position possible to ensure that ~~RLF-TID~~Burl RLF loans are adequately secured. The collateral requirements will be determined on an individual basis by the RCEDC ~~Loan Committee~~Loan Advisory Committee and may include: mortgages and/or liens on land, buildings, machinery, equipment, accounts receivable, inventory or other assets of value owned by the borrower, principal owners, other co-borrowers or guarantors. The collateral position of the ~~RLF-TID~~Burl RLF may be subordinated to private sector financial institutions participating in the project, if approved by the ~~Loan Committee~~Loan Advisory Committee. Personal guarantees from the principals of the business will may be required. In addition, life insurance coverage on the principal owner naming the City as ~~assignee, with a declining balance equal to the outstanding loan balance will~~assignee -also may also be required but more typically in cases of a collateral shortfall where the Burl RLF loan size exceeds \$100,000.

~~7.8.~~Insurance. Businesses receiving loans secured by real estate and fixed assets will be required to obtain property-casualty insurance equal to the amount of outstanding loan balance and have the City of Burlington -listed as a mortgagee and/or; loan loss-payee ~~or an additional insured~~ on

the insurance policy. Proof of insurance with appropriate endorsement or coverage documents will be requested ~~by the City~~ prior to the closing of the loan.

## SECTION 5. APPLICATION PROCEDURES

### 5.1 DISCUSSION OF REQUIREMENTS

Prior to submitting an application, the applicant shall discuss the program with the ~~Loan~~ RLF Administrator. The RLF Administrator shall assist the applicant, as is reasonably necessary, in completing the application. All financial information will be kept in a secured place with limited access by authorized personnel only.

### 5.2 PRIORITY

Applications shall be reviewed in the order received and based on readiness for the proposed project to proceed. The Administrator of the City of Burlington and the staff of the RCEDC ~~will, on a semi-annual basis, determine~~ will determine whether sufficient funds are available in the ~~RLF~~ —THD Burl RLF to accept applications for new business loans. ~~Following a determination on the availability of funds, the Administrator will determine the best methods for and RCEDC will promote the Burl RLF as to~~ -advertising the availability of the funds to the business community.

In the event that loan funds requested exceed available funds, the following criteria will be used to determine which business(es) will be awarded the loan(s):

1. Eligibility of the applicants.
2. Eligibility of the project to be undertaken.
3. The extent to which private funds are to be leveraged.
4. The extent to which jobs are to be created, and the type jobs and wages.
5. The extent to which the loan can be secured.
6. Evidence of ability to repay the loan.
7. Size of the loan requested.
8. Timing of the proposed expenditures.
9. Completeness of application.
- ~~9.~~10. The extent to which the applicant meets the City's Strategic Plan.
- ~~10.~~11. Other factors as deemed appropriate.

### 5.3 TIMING

Applications may be submitted at any time during the calendar year.

### 5.4 LOAN APPLICATION

Applicants shall submit an application using the Burl RLF application forms which may require and business plan using the form available from the RLF – TID Program and that includes the following be included:

1. Project description of how the business plans to use the requested funds.
2. A business plan that includes the history and description of the business and analysis of management ability.
- ~~3. Personal History Statement for each officer and director (regardless of ownership) and each proprietor, partner member or stockholder with 20% or more ownership of the small business concern (SBC) and, if different, each owner with 20% or more ownership of the alter-ego.~~
- ~~4.3. Personal Financial Statement current within 90 days for each proprietor, partner member or stockholder with 20% or more ownership of the SBC operating business concern, and, if different, each owner with 20% or more ownership of the alter-ego of any eligible passive company used to hold the project real estate.~~
- ~~5.4. Resumes of owners and -anythe principals involved in the day-to-day management.~~
- ~~6.5. Accountant prepared B-balance sheet and income statements for the previous three years for the SBC operating business concern. Please attach the accountant's report for further explanation.~~
- ~~7.6. A balance sheet and income statement dated within 90 days of the application with an aging of the accounts receivable and accounts payable listed.~~
- ~~8.7. Accountant prepared annualized Financial projections, including both balance sheet and income statements for the first two years with a description of the assumptions attached.~~
- ~~9.8. For a new business, a monthly cash flow analysis for the first 12 months of operation or three months beyond break even, (whichever is longer) together with a description of assumptions attached.~~
- ~~10.9. A schedule of debts which includes the original amount, date, monthly payment, interest rate, present balance, maturity, to whom payable and collateral.~~
- ~~11.10. The names of affiliated (through management control) or subsidiary businesses as well as the last two fiscal year-end financial statements and a current financial statement for each of these firms.~~

- | ~~12.11.~~ A copy of key cost documents related to the project such as real estate purchase agreements, contractor cost estimates, equipment costs, etc.
- | ~~13.12.~~ An accepted offer to purchase ~~d~~ land and/or buildings ~~or a pre-lease agreement.~~
- | ~~14.13.~~ If applicable, a copy of the existing or proposed lease agreement.
- | ~~15.14.~~ An independent appraisal for construction projects on an "as completed basis" and otherwise as required.
- | ~~16.15.~~ Environmental analysis, if applicable.
- | ~~17.16.~~ A letter from the participating lender stating the terms and conditions of its participation ~~and the reason why it will not finance the entire project.~~
- | ~~18.17.~~ A resolution from the Board of Directors of the borrower authorizing it to borrow or (if applicable) a Partnership Borrowing Agreement.
- | ~~19.18.~~ If applicable, corporate documents, including but not limited to Articles of Incorporation, Corporate By-laws, etc.

The ~~City of Burlington~~ RLF Administrator reserves the right to waive one or more of the above requirements ~~for loans less than \$50,000 when analyzing the loan request for a recommendation to the RCEDC Loan Advisory Committee and City of Burlington.~~

## 5.5 REVIEW PROCESS

Specific steps in the review process include the following:

1. Preliminary Review. The RLF Administrator will review the application for completeness and verify that the proposed project meets the minimum requirements provided in Section 3.6. If the application is not complete, the Administrator will inform the applicant of the deficiencies.
- | 2. Formal Review. The RCEDC ~~Loan Committee~~ Loan Advisory Committee will meet to review ~~applications of \$15,000 or more within~~ applications within 30 days of the receipt of a completed application or at some other predetermined schedule. ~~The RCEDC Staff will meet to review applications of less than \$15,000 within 30 days of the receipt of a completed application.~~ Once the review is completed and the proposal is acceptable for funding, the RCEDC ~~Loan Committee~~ Loan Advisory Committee or Staff will forward the proposal to the City of Burlington ~~Community Development Authority~~ Common Council for final approval.
- | 3. Negotiation of Terms. Upon the acceptance by the City of Burlington, the RLF Administrator will contact the business in writing to review and explain the terms of the loan.
4. Notice of Award. If the application is approved, a closing will be scheduled to execute the necessary loan documents.
- | 5. Rejection of Award. If the application is not approved, the RLF Administrator will send a

letter to the applicant stating the reasons for rejection and offer to meet with the applicant to explore ways to strengthen the loan request or to identify alternative funding sources.

## SECTION 6. DISTRIBUTION OF FUNDS

### 6.1 LOAN PROCEDURES

Prior to releasing funds, the following documentation must be in place or provided at the appropriate time during the term of the loan.

1. Notice of Award. The RCEDC Loan-Review Committee and City of Burlington must have reviewed and approved ~~athe loan request-complete application for an eligible applicant.~~
2. Loan Agreement. The RCEDC attorney or ~~designee, designee~~ shall prepare a loan agreement which shall be executed by the ~~Mayor of the~~ City of Burlington and ~~the Chief Executive Officer of the business~~ the Borrower.
3. Promissory Note. A promissory note shall be prepared by the RCEDC attorney and signed by the Borrower at the time of loan closing. The note must be dated; it must reference the agreement between the City of Burlington and the business; and it must specify the amount and repayment terms of the loan.
4. Security. Agreements provided as security for all loans shall be prepared by the ~~RCEDC attorney~~ RCEDC attorney and executed at the time of the loan closing. The ~~Loan-RLF~~ Administrator shall record the instrument and place a copy in the project-loan file.
- ~~—~~ Repayment Schedule. A loan repayment or amortization schedule shall be prepared by the RLF Administrator after the loan proceeds are fully disbursed. The repayment schedule shall be dated and signed by ~~both the CEO and the Chief Executive Officer of the business~~ the Borrower. ~~At that time, the repayment schedule shall be attached to both party's copies of the agreement.~~
5. Evidence of Permits. Documentation must be provided by the applicant that all necessary permits, licenses, and any other registrations required have been obtained by the applicant prior to the release of program funds.
6. Evidence of Expenditures. Documentation must be provided by the business to evidence program expenditures prior to the release of funds. Documentation shall include bills and invoices or receipts for materials, final bills of sale or canceled checks. All documentation shall be reviewed and approved by the RLF Administrator.
7. Fixed Equipment. ~~Fixed-e~~ Equipment financed with program funds must have been purchased, delivered, and installed, prior to final disbursement of the ~~RLF-TID Burl~~ RLF funds. The RLF Administrator shall verify the installation of ~~fixed~~ equipment.

With the above documentation in place, the RLF Administrator will schedule a loan closing. All

documents will be executed before funds are disbursed and mortgages and UCC Statements shall be recorded with the Register of Deeds and the Department of Financial Institutions.

## SECTION 7. POST APPROVAL REQUIREMENTS

### 7.1 OBLIGATION OF LOAN RECIPIENT

In addition to the terms and conditions of the loan, all borrowers shall agree to comply with the following:

1. The creation or retention of the agreed upon number of jobs within an agreed upon period of time detailed within the~~24 months of the date of the execution of the~~ loan agreement ~~with the City of Burlington.~~
2. Not to discriminate on the basis of age, race, religion, color, handicap, sex, physical condition, development disability as defined in s. 51.01(5), sexual orientation or national origin in any employment or construction activity related to the use of the business loan funds.
3. To use the loan money only to pay the cost of services and materials necessary to complete the project or activity for which the loan funds were awarded.
4. To permit inspections by persons authorized by the City of Burlington, of all projects and properties assisted with loan funds. Related project materials shall also be open to inspections which include, but may not be limited to, contracts, materials, equipment, payrolls, and conditions of employment. Requests for inspection shall be complied with by the borrower.
5. To maintain records on the project as may be requested by the City of Burlington or the Loan Administrator. These files shall be maintained as long as the loan is active or for at least three (3) years after completion of the work for which the loan has been obtained, whichever is longer.
6. To submit periodic progress reports to the Administrator in accordance with the schedule in the loan agreement. These reports shall report on project progress including number of jobs created or retained during the loan agreement.
7. To maintain ~~fire and extended coverage~~ insurance on the project property required during the term of the loan. The City of Burlington shall be listed as Loan Loss Payee ~~and/or~~, Mortgagee, ~~or "additional" insured~~ on the policy as determined by the RLF Administrator. ~~Term-A collateral assignment of lifelife~~ insurance may be required of the applicant ~~to cover the loan balance through the life of the loan.~~

## SECTION 8. PERFORMANCE MONITORING

### 8.1 PRIVATE LEVERAGE COMMITMENTS

The RLF Administrator shall monitor the use of the funds and expenditure of private leverage commitments. Documentation may include invoices or receipts for materials and supplies, letters from lenders, final bills of sale, and/or canceled checks.

## 8.2 HIRING OF NEW EMPLOYEES

The RLF Administrator shall monitor the borrower's progress in meeting the specific loan criteria.

## 8.3 DEFAULT

1. In addition to the grounds specified in the loan agreement, the following shall be considered default:

- (a) Defaulting on other loans with private lenders.
- (b) Cessation of operations or relocation of operations from the Eligible Area.
- (c) Sale of the business.

2. In the event the business is in default on any of the terms and conditions of the loan agreement, all sums due and owing, including penalties shall, at the City of Burlington's option, become immediately due and payable. To exercise this option, the RCEDC's attorney shall prepare a written notice to the business. The notice shall specify the following:

- (a) The default.
- (b) The action required to cure the default.
- (c) A date, not less than thirty (30) days from the date of the notice, by which the default must be cured to avoid foreclosure or other collective action.
- (d) Any penalties incurred as a result of the default.

## SECTION 9. USE OF LOAN REPAYMENTS AND REPORTING

### 9.1 ~~RLF-TID~~BURL RLF ACCOUNT

Repaid ~~RLF-TID~~Burl RLF loan funds shall be deposited into an interest bearing account at a financial institution insured by the Federal Deposit Insurance Corporation (FDIC) and may be reloaned in a manner consistent with the policies of the ~~RLF-TID~~Burl RLF Manual. A separate accounting record for each loan shall be kept to account for all funds loaned. (Section 10.2(b)).

~~The RLF-TID account shall be audited on an annual basis and the Administrator shall report at the end of calendar year of the program to the City of Burlington regarding the use of program income.~~

## SECTION 10. LOAN SERVICING

### 10.1 MONITORING

The RLF Administrator shall monitor each loan to ensure compliance with the loan terms and conditions and the financial health of the business to insure continued repayment of the loan. The monitoring will also ensure that all recordkeeping requirements are met, particularly in regard to job creation and expenditures of matching funds.

The RLF Administrator will notify the loan recipient in writing of any payment deficiency and the action that will be taken should the payment not be made. Should there be a late ~~payment, payment~~; the RLF Administrator will contact the loan recipient to determine the reason for the delayed payment. Contact may need to be made with other participating lender(s) to determine if their loans are current and to alert the lender of a potential problem. All payments shall be applied first to accrued late payment penalties, then to interest accrued, and then to principal.

A loan servicing file, repayment monitoring file and “tickler” file shall be established and maintained for each loan recipient to insure complete, accurate and timely information on the status of the loan. The files will include records of all payments, observations and comments of the RLF Administrator, all written correspondence, a record of important ~~telephone~~ conversations, a list of applicable loan covenants, certificates of insurance ~~for builders risk, property casualty,~~ and life insurance, as applicable; and documentation for job creation and retention ~~including low and moderate income certifications forms.~~ (Section 2.3)

## 10.2 RECORDKEEPING

The RLF Administrator shall maintain the following financial management records will be comprehensive and designed to provide the following information:

- (a) Revolving Loan Funds Status Report. - Contains the business name, loan date, loan amount, terms, and date repayment begins.
- (b) Revolving Loan Fund Obligations Journal. - records all deposits and disbursements to and from the ~~RLF-TID Burl RLF~~, including funds used for ~~RLF-TID Burl RLF~~ administration. (See Appendix)
- (c) ~~RLF-TID Burl RLF~~ Loan Repayment Register Records. - records repayments made by each business which has received a loan from the ~~RLF-TID Burl RLF~~. It also tracks the balance of repayments from all loans from the ~~RLF-TID Burl RLF~~. Payments are divided into principal and interest payments with a declining principal balance.



**DATE:** March 5, 2019

**SUBJECT:** RESOLUTION 4935(37) - To approve a Final Plat and Development Agreement for the proposed Glen at Stonegate Subdivision, Addition No. II.

**SUBMITTED BY:** Megan Watkins, Assistant City Administrator | Zoning Administrator

**BACKGROUND/HISTORY:**

Birchwood Realty and MC Home Builders met with City staff May of 2018 with their intention of developing the vacant lot north of the existing Glen at Stonegate Subdivision. This 23-acre lot, owned by Birchwood Realty, LLC, is considered Addition No. II of the Glen at Stonegate Subdivision and the final phase of this residential development project.

The Final Plat submitted by Birchwood Realty, LLC for the Glen at Stonegate, Addition No. II proposes to develop thirty single-family lots. The original subdivision and Addition No. I contain 63 lots, which are nearly all built out.

The proposed residential lots for Addition II range in size from 11,094 square feet to 56,989 square feet. The larger proposed lots contain primary environmental corridor, wetlands, and a drainage easement. The proposed outlot is 124,184 square feet in size, located in the southeast corner of the proposed addition, and consists of a storm water pond, wetland, environmental corridor, and a drainage easement.

The Plan Commission discussed and approved this Final Plat at their February 12, 2019 meeting.

Per Chapter 278 of the Municipal Code, a final plat and development agreement is the last step in the approval process with the subdivision addition.

**BUDGET/FISCAL IMPACT:**

The Developer shall deposit with the City an irrevocable letter of credit, in an amount equal to 115% of the City Engineer's estimate of the total cost of installation of public construction, in the amount of \$1,037,411.55. The letter of credit shall be required in lieu of a surety bond required under the provisions of the Municipal Code.

**RECOMMENDATION:**

The Plan Commission recommended approval of the final plat at their February 12, 2019 meeting.

**TIMING/IMPLEMENTATION:**

This item is for discussion at the February 20, 2019 Committee of the Whole and scheduled for final consideration at the March 5, 2019 Common Council meeting.

**Attachments**

- Res 4935(37) Stonegate Addition II
- Final Plat
- Development Agreement
- Letter of Credit Memo
- Declaration of Restrictive Covenants



**A RESOLUTION APPROVING A FINAL PLAT AND DEVELOPMENT AGREEMENT FOR  
THE PROPOSED GLEN AT STONEGATE SUBDIVISION ADDITION NO. II**

**WHEREAS**, the Plan Commission of the City of Burlington, at its meeting of February 12, 2019 did review the Final Plat for The Glen at Stonegate Subdivision, Addition II, owned by Birchwood Realty, LLC for property located north of the existing The Glen at Stonegate Subdivision. The property is on parcel 206-03-19-22-009-000 located at 2500 S. Teut Road; and,

**WHEREAS**, the Plan Commission did recommend conditional approval of the Final Plat for The Glen at Stonegate Subdivision, Addition II at the February 12, 2019 meeting.

**NOW, THEREFORE, BE IT RESOLVED** by the Common Council of the City of Burlington, Racine County, State of Wisconsin, that the Final Plat for The Glen at Stonegate, Addition No. II prepared by Chaput Land Surveys, bearing the date of October 12, 2018; consisting of two sheets and attached hereto as Attachment "A" and the Development Agreement for The Glen at Stonegate, attached hereto as Attachment "B" are hereby conditionally approved upon the following:

1. Execution of the developer's agreement; provision of all deposits required in the developer's agreement, financial guarantees; easement documents; Deeds, Covenants, Restrictions and the letter of credit in an amount and form accepted by the City Attorney.

**BE IT FURTHER RESOLVED** that said Final Plat for The Glen at Stonegate Subdivision Addition No. II be rejected without further action of the Common Council if all the conditions and requirements of a conditional approval are not met within 180 days from the date of the Common Council's conditional approval of the Final Plat.

**BE IT FURTHER RESOLVED** that the City Clerk forward a copy of this resolution to the subdivider.

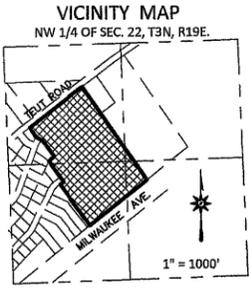
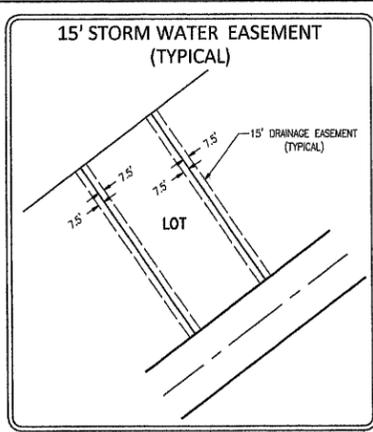
Introduced: February 20, 2019

Adopted:

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

Attest:

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



# THE GLEN AT STONEGATE ADDITION NO. II

Part of the Northwest 1/4, Northeast 1/4, Southwest 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 22, Township 3 North, Range 19 East, in the City of Burlington, Racine County, Wisconsin.

### LEGEND

- Indicates set 1.27" diameter iron rod, weight 4.303 lbs. per lineal foot, at least 18" in length.
- Indicates found 1.27" diameter iron rod.
- Unless noted all other lot corners have a 1" iron pipe, weight 1.68 lbs. per lineal foot, at least 18" in length, set.
- Ⓧ Indicates lands dedicated to the City of Burlington for street purposes.

### NOTES

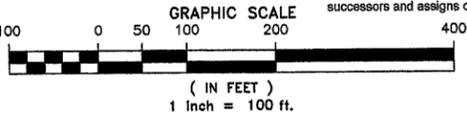
- Dimensions along curves are arc lengths.
- All dimensions are measured and shown to the nearest hundredth of a foot.
- Bearings are referenced to the West line of the Northwest 1/4 of Section 22, Town 3 North, Range 19 East, Wisconsin State Plane Coordinate System, South Zone N.A.D. 1927, which bears N01°56'41"W.
- Vertical Datum is based on N.G.V.D. 1929. Reference Benchmark is the West 1/4 corner of Section 22, T3N, R19E. Elevation = 766.66'
- Indicates wetlands as field delineated by Stantec, June 2018.
- Lots containing wetland areas to have deed restrictions to be determined by the City of Burlington.
- Denotes no vehicular access to Teut Road or Milwaukee Avenue.
- Outlot 7 is reserved for storm water management and is owned by a fractional ownership of each lot owner through a homeowners association.
- No grading, filling and excavation shall be permitted within the Primary Environmental Corridor as shown on the plat.
- No building or structure shall be erected within the Primary Environmental Corridor as shown on the plat.

### THE UTILITY EASEMENT PROVISIONS

An easement for electric, natural gas, and communications service is hereby granted by Birchwood Realty, Grantor, to WISCONSIN ELECTRIC POWER COMPANY, a Wisconsin corporation doing business as We Energies, Grantee, Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, a Wisconsin corporation, Grantee, and CHARTER COMMUNICATIONS OPERATING, LLC, Grantee

their respective successors and assigns, to construct, install, operate, repair, maintain and replace from time to time, facilities used in connection with overhead and underground transmission and distribution of electricity and electric energy, natural gas, telephone and cable TV facilities for such purposes as the same is now or may hereafter be used, all in, over, under, across, along and upon the property shown within those areas on the plat designated as "Utility Easement Areas" and the property designated on the plat for streets and alleys, whether public or private, together with the right to install service connections upon, across within and beneath the surface of each lot to serve improvements, thereon, or on adjacent lots; also the right to trim or cut down trees, brush and roots as may be reasonably required incident to the rights herein given, and the right to enter upon the subdivided property for all such purposes. The Grantees agree to restore or cause to have restored, the property, as nearly as is reasonably possible, to the condition existing prior to such entry by the Grantees or their agents. This restoration, however, does not apply to the initial installation of said underground and/or above ground electric facilities, natural gas facilities, or telephone and cable TV facilities or to any trees, brush or roots which may be removed at any time pursuant to the rights herein granted. Structures shall not be placed over Grantees' facilities or in, upon or over the property within the lines marked "Utility Easement Areas" without the prior written consent of Grantees. After installation of any such facilities, the grade of the subdivided property shall not be altered by more than four inches without written consent of grantees.

The grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.



CURVE	LOT	ARC	RADIUS	CHORD BEARING	CHORD	DELTA	TANGENT BEARING	TANGENT BEARING
1	64	23.28'	208.00'	S49°35'56"W	23.27'	06°24'47"	N46°23'32"E	N52°48'19"E
2 N.	TOTAL	215.25'	133.00'	S80°49'51.5"E	192.51'	92°43'39"	N52°48'19"E	S34°28'02"E
2 N.	69	52.70'	133.00'	N64°09'23.5"E	52.36'	22°42'09"	N52°48'19"E	N75°30'28"E
2 N.	70	63.47'	133.00'	N89°10'45"E	62.87'	27°20'32"	N75°30'28"E	S77°09'00"E
2 N.	71	65.67'	133.00'	S63°00'16"E	65.01'	28°17'26"	S77°09'00"E	S48°51'34"E
2 N.	72	33.41'	133.00'	S41°39'48"E	33.32'	14°23'32"	S48°51'34"E	S34°28'02"E
2 CL	CL	161.84'	100.00'	S80°49'51.5"E	144.75'	92°43'39"	N52°48'19"E	S34°28'02"E
2 S.	89	108.43'	67.00'	S80°49'51.5"E	96.98'	92°43'39"	N52°48'19"E	S34°28'02"E
3 E.	TOTAL	202.58'	133.00'	S09°10'08.5"W	183.56'	87°16'21"	S34°28'02"E	S52°48'19"W
3 E.	75	28.61'	133.00'	S28°18'16"E	28.56'	12°19'32"	S34°28'02"E	S22°08'30"E
3 E.	76	62.23'	133.00'	S08°44'15"E	61.66'	26°48'30"	S22°08'30"E	S04°40'00"W
3 E.	OUTLOT 7	93.51'	133.00'	S24°45'57"W	91.41'	40°11'55"	S04°40'00"W	S44°51'55"W
3 E.	77	18.43'	133.00'	S48°50'07"W	18.42'	7°56'24"	S44°51'55"W	S52°48'19"W
3 CL	CL	152.32'	100.00'	S09°10'08.5"W	138.02'	87°16'21"	S34°28'02"E	S52°48'19"W
3 W.	88	102.05'	67.00'	S09°10'08.5"W	92.47'	87°16'21"	S34°28'02"E	S52°48'19"W

REQUIRED SETBACKS	
SETBACK	DISTANCE (FT)
STREET	25
REAR	25
SIDE	8 MIN 20 TOTAL



**CHAPUT**  
LAND SURVEYS

234 W. Florida Street  
Milwaukee, WI 53204  
414-228-8066  
www.chaputlandsurveys.com

Sheet 1 of 2  
Drawing No. 2944-grb

This Instrument was drafted by Donald C. Chaput Professional Land Surveyor S-1316

**SURVEYORS CERTIFICATE**

I, Donald C. Chaput, a Wisconsin Professional Land Surveyor do hereby certify:

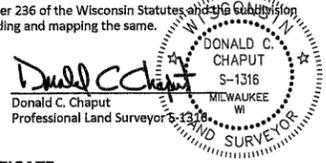
That I have surveyed, divided and mapped "The Glen at Stonegate Addition No. II", being part of the Northwest 1/4, Northeast 1/4, Southwest 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 22, Township 3 North, Range 19 East, in the City of Burlington, Racine County, Wisconsin bounded and described as follows: Commencing at the Northwest corner of the Southwest 1/4 of said Section 22, thence South 01°52'37" East along the West line of said Southwest 1/4 Section of 41.67 feet to a point on the Northwesterly line of Milwaukee Avenue; thence North 51°36'09" East along said Northwesterly line 1138.41 feet to a point on the Easterly line of "The Glen at Stonegate Addition No. I" and the point of beginning of the lands hereinafter described; thence North 38°23'51" West along said Easterly line 572.49 feet to a point; thence North 52°48'19" East along said Easterly line 45.93 feet to a point; thence North 34°54'39" West along said Easterly line 284.41 feet to a point; thence North 48°10'13" East along said Easterly line 82.88 feet to a point; thence North 37°12'34" West along said Easterly line 294.12 feet to a point; thence Southwesterly 23.28 feet along said Easterly line and arc of a curve, whose center lies to the Southeast, whose radius is 208.00 feet, and whose chord bears South 49°35'56" West 23.27 feet to a point; thence North 34°29'05" West along said Easterly line 164.49 feet to the centerline of Teut Road; thence North 52°48'19" East along said centerline 743.96 feet to a point; thence South 34°28'02" East 1305.17 feet to a point on the Northwesterly right-of-way line of State Trunk Highway "83" and "36"; thence South 51°36'09" West along said Northwesterly line 794.35 feet to the point of beginning.

That such plat is a correct representation of all the exterior boundaries of the lands surveyed and the subdivision thereof made.

I further certify that I have made such a survey, land division and plat by the direction of Birchwood Realty, LLC.

That I have fully complied with the provisions of chapter 236 of the Wisconsin Statutes and the subdivision regulations of the City of Burlington, in surveying, dividing and mapping the same.

Dated this 12TH day of October, 2018



**OWNERS CERTIFICATE**

Birchwood Realty, LLC, a Wisconsin limited liability company, duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, hereby certifies that said limited liability company caused the land described on this Map to be surveyed, divided, mapped and dedicated as represented on this map in accordance with the the subdivision regulations of the City of Burlington, and Chapter 236 of the Wisconsin Statutes.

Birchwood Realty, LLC, does further certify that this map is required by S.236.20 or 236.12 to be submitted to the following for approval or objection:

- 1. The City of Burlington
2. The Wisconsin Department of Administration
3. Racine County, Wisconsin.
4. The Wisconsin Department of Transportation

IN WITNESS WHEREOF, Birchwood Realty, LLC, has caused these presents to be signed by the hand of \_\_\_\_\_, its \_\_\_\_\_, on this \_\_\_\_\_ day of \_\_\_\_\_, 2018

In the presence of:

(Witness)

STATE OF WISCONSIN)
:SS
COUNTY)

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018, \_\_\_\_\_ of the above named corporation, to me known as the person who executed the foregoing instrument, and to me known to be the \_\_\_\_\_ of said corporation and acknowledged the same.

Notary Public
State of Wisconsin
My commission expires \_\_\_\_\_
My commission is permanent.

**CONSENT OF CORPORATE MORTGAGEE**

\_\_\_\_\_, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, mortgagee of the above described land, does hereby consent to the surveying, dividing, mapping and dedications of the land described in this plat and does hereby consent to the above certification of the owners.

IN Witness whereof said \_\_\_\_\_ has caused these presents to be signed by this \_\_\_\_\_ day of \_\_\_\_\_, 2018, \_\_\_\_\_ and its corporate seal to be hereunto affixed

STATE OF WISCONSIN)
:SS
COUNTY)

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018, \_\_\_\_\_ of the above named corporation, to me known as the person who executed the foregoing instrument, and to me known to be the \_\_\_\_\_ of said corporation and acknowledged the same.

Notary Public
State of Wisconsin
My commission expires \_\_\_\_\_
My commission is permanent.

**CITY COUNCIL RESOLUTION**

Resolved that the plat of "The Glen at Stonegate Addition No. II" in the City of Burlington, Birchwood Realty, LLC, a Wisconsin limited liability company, owner is hereby approved by the City Council.

Approved \_\_\_\_\_
Jeannie Hefty - Mayor

Signed \_\_\_\_\_
Jeannie Hefty - Mayor

I hereby certify the foregoing is a copy of a resolution adopted by the City Council of the City of Burlington, on this \_\_\_\_\_ day of \_\_\_\_\_, 2018

\_\_\_\_\_  
Diahnn Halbach - City Clerk

**CITY TREASURER CERTIFICATE**

STATE OF WISCONSIN)
:SS

RACINE COUNTY)

I, Steve DeQuaker, being duly appointed, qualified and acting Treasurer of the City of Burlington, do hereby certify that in accordance with the records in my office, there are no unpaid taxes or special assessments as of \_\_\_\_\_, 2018 affecting the lands included in the plat of "The Glen at Stonegate Addition No. II"

\_\_\_\_\_  
Date Steve DeQuaker - City Treasurer

**THE GLEN AT STONEGATE ADDITION NO. II**

Part of the Northwest 1/4, Northeast 1/4, Southwest 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 22, Township 3 North, Range 19 East, in the City of Burlington, Racine County, Wisconsin.

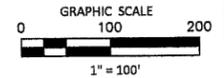
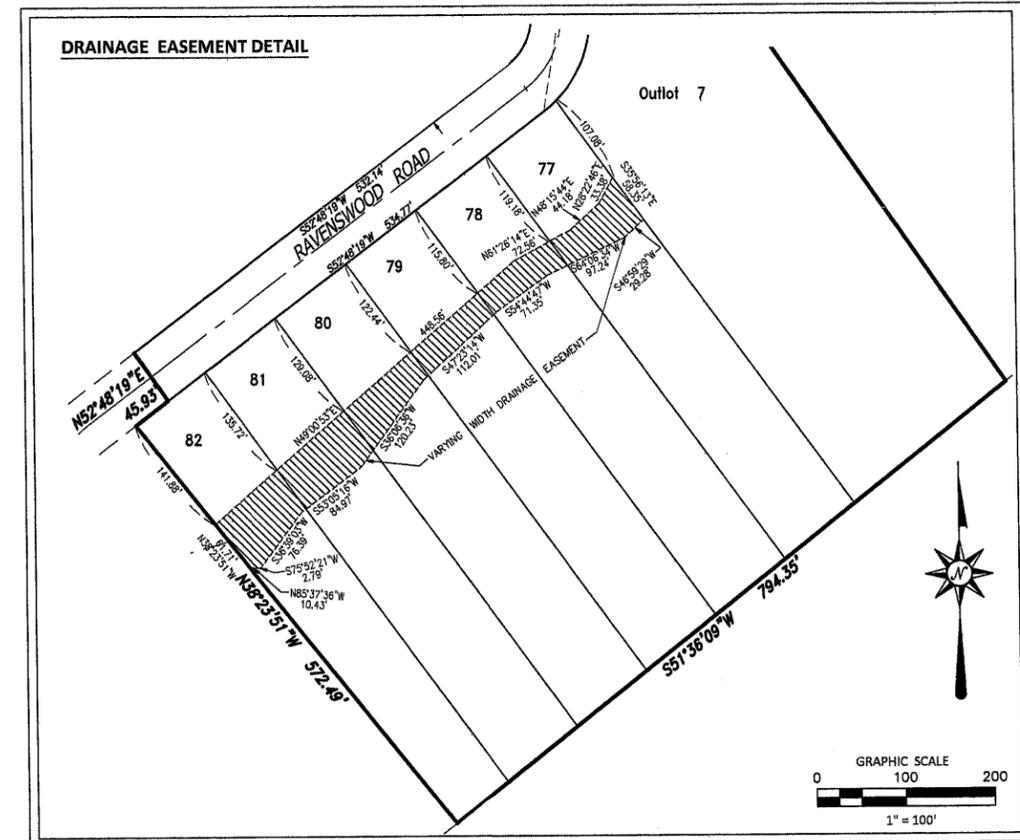
**COUNTY TREASURER CERTIFICATE**

STATE OF WISCONSIN)
:SS

RACINE COUNTY)

I, Jane F. Nikolai, being duly appointed, qualified and acting Treasurer of the County of Racine, do hereby certify that in accordance with the records in my office, there are no unpaid taxes or special assessments as of \_\_\_\_\_, 2018 affecting the lands included in the plat of "The Glen at Stonegate Addition No. II"

\_\_\_\_\_  
Date Jane F. Nikolai - County Treasurer



**CHAPUT LAND SURVEYS**

234 W. Florida Street Milwaukee, WI 53204 414-224-8068 www.chaputlandsurveys.com

This instrument was drafted by Donald C. Chaput Professional Land Surveyor S-1316

Drawing No. 2944-grb

Sheet 2 of 2

THE GLEN AT STONEGATE, ADDITION NO. II  
A SUBDIVISION  
PLANNED UNIT DEVELOPMENT AGREEMENT

This Agreement is entered into by and between BIRCHWOOD REALTY LLC, a Wisconsin limited liability partnership (the "Developer") and the CITY OF BURLINGTON, a municipal corporation of the State of Wisconsin, located in Racine County (the "City").

RECITALS:

WHEREAS, the Developer is the owner of the following described real estate (the "Property"):

Part of the West ½ of Section 22, Township 3 North, Range 19 East of the Fourth Principal Meridian, and more particularly described as follows: Beginning at a concrete monument at the West ¼ corner of said Section 22, run thence south 02° 06' 31" East, along the west line of the Southwest ¼ of Section 22, 41.64 feet to the north line of State Truck Highway #36-83; thence north 51° 35' 30" East, along the north line of said Highway, 1933.05 Feet; thence north 34° 27' 57" West, 1305.30 feet to the center line of Loomis Road; thence south 52° 48' 19" West, along Loomis Road, 862.33 feet; thence south 50° 38' 49" West, along Loomis Road 111.67 feet; thence south 46° 43' 19" West along Loomis Road, 79.91 feet to the west line of the Northwest ¼ of Section 22; thence south 1° 56' 41" East, along the west line of the Northwest ¼ of Section 22, 1589.01 feet to the place of beginning. Excepting therefrom the following: Being a part of the Southwest ¼ of the Northwest ¼ of Section 22, Township 3 North, Range 19 East, more particularly described as follows: Commencing at the Southwest corner of said Northwest ¼; thence north 01° 56' 41" West, along the west line of the Northwest ¼, 144.38 feet to the place of beginning; thence continuing north 01° 56' 41" West, along said west line, 421.50 FEET; thence south 46° 34' 12" East, 299.99 feet; thence south 43° 25' 48" West, 296.09 feet to the place of beginning. Said land being in the City of Burlington, County of Racine and State of Wisconsin. Also excepting therefrom the following: Part of the Northwest ¼ and the Southwest ¼ of the Northwest ¼ of Section 22, Township 3 North, Range 19 East, City of Burlington, County of Racine and State of Wisconsin, being more particularly described as follows: Commencing at the Northwest corner of the Northwest ¼ of Section 22; thence south 01° 56' 41" East along the west line of said Northwest ¼, 1116.25 feet to the point of beginning; thence south 48° 51' 35" East, 142.88 feet; thence south 41° 04' 56" West, 99.50 feet; thence south 48° 51' 35" East, 44.03 feet; thence south 41° 24' 36" West, 99.50 feet to said west line of said Northwest ¼; thence north 01° 56' 41" West, along said west line, 273.08 feet to the point of beginning. Also excepting therefrom the following: Lots 32-63 and Outlot 6 of the Glen at Stonegate Addition Number One, according to the recorded plat thereof, recorded as Document No. 2101133. Also excepting therefrom the following: Being a combination of Lot 14 and a 1/31 interest in Outlots 1, 2 and 5, the Glen at Stonegate, recorded in the Racine County Register of Deeds, in the Southeast ¼ of the Northeast ¼ of Section 21, Town 3 North, Range 19 East, and unplatted lands in the Government Lot 4, Section 22, Town 3 North, Range 19 East, City of Burlington, County of Racine and State of Wisconsin, more particularly described below: Commencing at the Northeast corner of Lot 48, in the Glen at Stonegate No. 1, a recorded subdivision in Racine County Register of Deeds, said corner being the point of intersection of the Southerly right-of-way line of Stonegate Road, and the west line of said Government Lot 4; thence south 43° 25' 49" West, along said southerly right-of-way line, 107.38 feet to the point of beginning, said point being the Northwest corner of Outlot 3 in said subdivision; thence south 46° 34' 12" West, along the southwesterly line of said outlot and the southwesterly line of Lot 48 in said subdivision, 157.01 feet to the southeast corner of said Lot 48, said corner being in the Northwest corner of Lot 47 in said subdivision; thence south 43° 25' 48" West, along the northwesterly line of said Lot 47

and the south line of Lot 14 in the Glen at Stonegate Subdivision, 100.01 feet to the west line of said Lot 14; thence north 46° 34' 12" West along the west line of said Lot 14, 157.00 feet to the southerly right-of-way line of Stonegate Road, said corner being in the Northwest corner of said Lot 14; thence north 43° 25' 48" East, along said southerly line, 100.00 feet to the point of beginning. Also excepting part of the Southwest ¼ of the Northwest ¼ of Section 22, Township 3 North, Range 19 East of the Fourth Principal Meridian, in the City of Burlington, recorded in the County of Racine on September 27, 2017 as Document No. 2475684, State of Wisconsin and being more particularly described as follows: Commence at the Northwest corner of said Section 22; thence south 01° 56' 41" East along the west line of said Northwest ¼ Section 22, 1389.34 feet to the Southwest corner of Lot 61 of the Glen at Stonegate Addition No. 1, a subdivision of record in the Office of the Register of Deeds in and for Racine County, Wisconsin and the place of beginning of this description; thence south 48° 51' 35" East along the southerly line of said Lot 61, 53.00 feet to the Northwest corner of Lot 62 of said subdivision; thence south 43° 16' 15" West along the westerly line of said Lot 62, 54.54 feet to a point on the west line of said Northwest ¼ Section 22; thence north 01° 56' 41" West along said west line 74.62 feet to the place of beginning.

WHEREAS, the Developer desires to develop the Property for single-family residential purposes; and

WHEREAS, based upon the recommendation of the Planning Commission of the City, the Common Council of the City resolved that the General Development Plan and Preliminary Plat for the Subdivision be conditionally approved subject to various conditions including the approval and filing of the Final Plat of Subdivision; and

WHEREAS, the Planning Commission of the City has recommended approval of the Final Plat of Subdivision and this Development Agreement; and

WHEREAS, the Common Council of the City has approved the Final Plat of Subdivision for The Glen at Stonegate, Addition No. II on the condition that the Developer enter into this Development Agreement with the City relative to the manner and method by which the Property is to be developed; and

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

## AGREEMENTS SECTION I- GENERAL

- A. Required Plans. The Developer has presented to the City its Final Plat, prepared by Chaput Land Surveyors, containing two sheets, dated October 12, 201, for the Subdivision and other documentation including, but not limited to a Plan Set for the Glen at Stonegate, Addition No. II, prepared by Stantec Engineering, containing twenty-four sheets, dated September 4, 2018, (the "Plan Set"), all of which are incorporated herein by reference, for the proposed development of the Property. All references in this Agreement to various Plans and/or plan requirements shall refer to the Plan Set and any other specific plans referenced herein and presented to the City. The City and the Developer agree that the provisions of this Agreement shall apply to the Subdivision development to undertaken by the Developer.

- B. Compliance with Code. The Developer, entirely at its own expense, shall construct and install all 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. The Developer shall award contracts for and install all of said improvements in accordance with the City's standard engineering and public works practices, and the applicable statutes of the State of Wisconsin; such contract specifications being subject to the approval of the City Engineer.
- C. Required Plans. The Developer has provided a detailed Plan Set, including site grading and utility plans for the Property, and shall develop and construct the subdivision in accordance with the Plan Set and related site grading and utility plans, as well as any other plans required by the City for the Subdivision. The Developer shall provide such other engineering and landscaping plans as may be reasonably requested and/or required by the City; which additional plans shall be subject to City approval.
- 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, sidewalks, or driveways. 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. Non-diazo, double matte mylar (0.004" minimum thickness) reproducible copies of all final plans supplied by the Developer to the City shall include as-built elevations, lengths and other pertinent information for sanitary sewer, storm sewer and water main improvements. Each original or copy shall be certified by the Developer's engineer. The Developer will supply "as built" and street plans in electronic format compatible with the City's data storage system.
- 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 permits shall be issued until:

- a. The sanitary and storm sewer and water mains have been installed, tested and approved by the City.
  - b. Grading and erosion control plans have been submitted to and approved by the City Engineer; and drainage has been rough graded and approved by the City Engineer. Building elevations shown on the grading plan for each lot may be changed only with the advance approval of the City engineer.
  - c. Lots have been rough graded and approved by the City.
  - d. All streets and curb and gutter required to serve the Subdivision have been installed and accepted and dedicated to the City.
  - e. The Final Plat has been recorded with the Racine County Register of Deeds.
  - f. All lighting has been installed in street right-of-ways or a payment to WE Energies for such installation has been previously made, and/or contemporaneously with the execution of this Agreement is made, by the Developer, with proof of such payment provided to the City by the Developer.
2. No occupancy permits shall be issued until:
- a. Streets have been paved (except for the final lift of asphalt).
  - b. The gas, telephone, and electrical services have been installed and are in operation.
  - c. The water system is installed, tested and approved by the City.
  - d. The sanitary sewer system is installed, tested and approved by the City.
  - e. All City, codes and ordinances and building codes have been complied with.
  - f. Sidewalk and required street trees have been installed for subject lot; provided that such installation may be deferred to no later than May 15 for occupancy permits requested after December 1 of any year.
  - g. The storm water system is installed and approved by the City.
3. It is also understood and agreed by and between the parties hereto that upon application to the Plan Commission and the Common Council, the Plan Commission and Common Council 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 said improvements until accepted by the City.

5. Notwithstanding the foregoing, building permits may be granted for four speculation homes on lots 64, 82, 83 and 93 for display purposes, only prior to meeting the conditions set forth in subparagraph 1 above. An occupancy permit shall not be required for display purposes.

## SECTION II - REQUIRED IMPROVEMENTS

- A. Generally. The Developer, entirely at its own expense, shall, except as herein provided, design and install the improvements required by Chapter 278 of the Municipal Code in accordance with those sections, the approved Plan Set, the Grading and Utility Plans submitted by the Developer and as directed by the City.
- B. Streets. The Developer hereby agrees:
  1. To grade, surface and improve public streets situated within the Property in accordance with the Plan Set and 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 October 1, 2019. No occupancy permits shall be issued until all such improvements have been made in their entirety; provided that occupancy permits may be issued for residences constructed prior to the final street surfacing and landscaping. Temporary occupancy shall be granted to the four speculation homes on lots 64, 82, 83 and 93 prior to improvements completed in their entirety.
  3. To execute appropriate cross-easements benefitting the Homeowner's 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 Plan Set and 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 October 1, 2019.
  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 Plan Set and 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 approved plans and specifications and acceptable to the Common Council no later than October 1, 2019.
3. That no occupancy permits shall be issued until the water distribution lines have been dedicated to and accepted by the City.

E. Surface Water Drainage. The Developer hereby agrees:

1. To construct, furnish, install and provide adequate facilities for storm and surface water drainage throughout the Property in accordance with the Plan Set and 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 October 1, 2019. No occupancy permits shall be issued until such facilities have been approved by the City.
4. That storm sewer lines 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 Homeowners Association pursuant to the provisions of the Declaration of Restrictions, Covenants and Easements submitted to the City, approved by the City Plan Commission and Common Council and recorded at the office of the Racine County Register of Deeds.
5. That the City is authorized to come upon any lot or the common area 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 complete the landscaped berms within the Landscape Easement areas described on the Final Plat and in the Landscaping Plans approved by the City.
2. To require each lot in the developed subdivision 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 lots owners and/or the Homeowner's Association subject to the terms and conditions of the Declaration of Restrictions, Covenants and Easements recorded at the office of the Racine County Register of Deeds.

3. To assure that street trees are planted as required by this Agreement and City Ordinance prior to final occupancy, with the exception of prevailing weather conditions from November 1 to April 30 of the following year and must be installed no later than June 30 of the following year at the current owner's expense.
  4. To remove and lawfully dispose of all destroyed trees, brush, tree trunks, shrubs and other natural grown and all rubbish.
  5. To require each Lot owner to complete landscaping the lot pursuant to an approved landscape plan within one (1) year after the 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 agrees to install public sidewalks shown on the approved Plan Set for each parcel or lot prior to final occupancy, with the exception of prevailing weather conditions from November 1 to April 30 of the following year and must be installed no later than June 30 of the following year at the current owner's expense.
- 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 not later than October 1, 2019, 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. No occupancy permit may be issued for any lot until all such utility services have been made available to such lot as required in Section IH2 of this Agreement.

### SECTION III - 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 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.
- B. Dedication of Utilities. The Developer shall, without charge to the City, upon completion of all of the above utility improvements, unconditionally give, grant, convey and fully dedicate the sanitary sewer improvements, water improvements and storm sewer improvements (but not including storm water detention and retention ponds) 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, water, or storm 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. All improvements will be accepted by the City by separate resolution at such time as said improvements are in acceptable form and according to City specifications.

- C. Maintenance of Dedicated Utility Improvements. The City shall have the right and obligation to maintain dedicated and accepted utility improvements; provided that in undertaking such maintenance and repair obligations, the City shall not be responsible for destruction of or damage to building and other improvements (i.e.: 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 IV - PAYMENT OF FEES

- A. Generally. The Developer shall pay all fees, expenses, costs and disbursements which the Developer is required to pay pursuant to ordinances of the City of Burlington Municipal Code and this Agreement. Unless required to be paid as a condition of the approval of this Agreement, such amount shall be paid within thirty (30) days after being billed therefore, or as otherwise established herein.
- B. Plan Review and Improvement Review Fee. The Developer shall pay a plan review fee equal to the actual legal, technical and administrative review and processing costs of the City Attorney, City Engineer and other consultants and publication costs that are associated with performing necessary reviews and approval services relating to the approval of site plans, plats and this Agreement. The City agrees that a detailed, itemized statement of such costs shall be submitted to the Developer.
- C. Professional Fees and Inspection Fees. In accordance with provisions of the Municipal Code and this Agreement, the Developer shall be responsible for all professional (technical and legal) fees incurred by the City in connection with development of the Property. The City shall be reimbursed for engineering services, whether provided by a staff engineer or technician, or designated employee, or by a consultant, and shall also be reimbursed for services rendered by the City Attorney. Additionally, the Developer shall reimburse the City for 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 the City Engineer or his designee.
- D. Street Sign Fee. The Developer shall reimburse the City the cost of installation of street signs for the public streets within the Property.
- E. Park Fee. The Developer shall pay public park fees under the provisions of Section 278-81 of the Subdivision of Land Ordinance.

## SECTION V - FINANCIAL GUARANTEE

- A. Amount. If required by the City, the Developer shall deposit with the City an irrevocable letter of credit, in an amount equal to 115% of the City Engineer's estimate of the total cost of installation of public construction, which shall assure the faithful performance of the Developer's obligations under this Agreement. The letter of credit shall be required in lieu of a surety bond required under the provisions of the Municipal Code.

The amount of the letter of credit 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 letter of credit 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 directly the Developer's financial agent from time to time regarding the sufficiency of the financial guarantee. The termination of the initial letter of credit, following acceptance by the City shall be no earlier than one (1) year after the acceptance date of all improvements required of the Developer hereunder. The term of the letter of credit shall be extended through any applicable warranty period.

- B. Form. Irrevocable letters of credit shall be approved as to form 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 the Developer of its obligation under this Agreement.

- C. Liability not Released. The letter of credit given hereunder is a security device only, which in no manner limits the liability of the Developer to the City however arising and regardless of the amount.

- D. Reservation of Assessment Rights. In the event that the letter of credit 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, without notice or hearing, to impose special assessments or charges on each of the lots in the subdivision for any amount to which it is entitled by virtue of this Agreement with the Developer. Such special assessments or charges shall be collected on the next succeeding tax roll as are other special assessments or charges. This provision constitutes the waiver of notice and consent of Developer and its successors and assigns to all special assessments or special charges proceedings which may be required by law.

- E. Events of Default. Any one of the following conditions, occurrences, or actions shall constitute an event of default by the Developer during the completion period:

1. The Developer's failure to cure the defective construction of any improvement within the applicable cure period; or
2. The Developer's failure to perform work within a period of more than sixty (60) consecutive days or failure to complete the improvements in the time frame provided herein; or

3. The Developer's insolvency, the appointment of a receiver for the Developer, or the filing of a voluntary or involuntary petition in bankruptcy respecting the Developer; or
  4. The filing of an action for foreclosure of any lien against the Property or a portion of the Property or assignment of conveyance of the Property in lieu of foreclosure; or
  5. Any other failure to comply with this Agreement. The City may, upon written notice to the Developer, declare a default hereunder; on condition that the City must first give the Developer sixty (60) days advance written notice of intent to declare default, specifying the nature of such default, during which time the Developer may correct the alleged default.
- F. City's Right upon Default. When any event of default occurs, the City may draw on the irrevocable letter of credit, or cash deposit in escrow to the extent of the face amount of the credit less ninety (90) percent of the estimated cost (as set forth in this Agreement) of all improvements theretofore accepted by the City for which reduction has not been made pursuant to this Agreement. The City shall have the right to complete improvement itself, assume any contract for the improvements, or contract with a third party for completion, and the Developer hereby grants to the City, its successors, assigns, agents, contractors and employees a nonexclusive right and easement to enter the Property for the purposes of constructing, maintaining and repairing such improvements. Alternatively, the City may assign the proceeds of the irrevocable letter of credit or cash deposit in escrow to a subsequent developer (or a lender) which agrees in writing to complete the unfinished improvements and provides security acceptable to the Common Council. In addition, the City also may suspend Final Plat approval, during which time the Developer shall have no right to sell, transfer, or otherwise convey any portion of the Property without the express written approval of the City or until the improvements are completed and accepted by the City. The City may avail itself of any and all remedies available under this Agreement and/or under the laws of the State of Wisconsin.
- G. 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 irrevocable letter of credit 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.

## SECTION VI - GUARANTEE AND INDEMNIFICATION

- A. Guarantee of Public Improvements. The Developer shall guarantee all improvements dedicated to the City ("Public Improvements") against defects due to faulty materials or workmanship which appear within one (1) year from the date of acceptance of dedication of such improvements, as provided in Section III of this Agreement. The 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.

The Developer shall cause to be repaired or replaced any defective work within a reasonable period of time but not to exceed ninety (90) days from receipt of a written notice from the City



Property Damage (each person) \$1,000,000.00

Property Damage (each accident) \$5,000,000.00

Comprehensive automobile liability and property damage insurance for operations of owned, hired and non-hired motor vehicles.

Bodily Injury Including Death (each person) \$1,000,000.00

Bodily Injury Including Death (each accident) \$5,000,000.00

Property Damage (each person) \$1,000,000.00

Property Damage (each accident) \$5,000,000.00

3. Fire and extended coverage which shall insure against losses and damages to completed work, materials, or equipment covering the improvements to be dedicated to the City until the same have been accepted by the City.
4. The 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.

#### SECTION VII - 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 improvements have been completed as provided by Section 236.15(l)(h), Wisconsin Statutes.
- B. Declaration of Restrictions, Covenants and Easements. The Developer hereby agrees to cause to be recorded at the office of the Racine County Register of Deeds the Final Plat of Subdivision and the Declaration of Restrictions, Covenants and Easements for the Property submitted by the Developer and approved by the City.
- 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.
- D. Clean Up. During construction of the 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.
- E. Erosion Control. Erosion control shall be carried out pursuant to all applicable state codes and statutes, and to Section 278 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 VIII - 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 Birchwood Realty, LLC is sole owner of 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 relative to the preparation and enforcement of this Agreement. Should either party be required to resort to litigation, arbitration, or mediation to enforce the terms of this Agreement, the prevailing party, plaintiff or defendant, shall be entitled to costs, including reasonable attorney's fees, from the opposing party. If the court, arbitrator, or mediator awards relief to both parties, each shall bear its own costs 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.
- 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 the 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. Limited Liability. Any payments required of the City hereunder shall be payable solely from the revenues derived for the purposes of this Agreement and shall not constitute an indebtedness of the City, the State of Wisconsin, or any political subdivision thereof, or a loan of the credit thereof, within the meaning of any constitutional or statutory provision and the holders of this contract shall have no right to compel the exercise of the taxing power of the City, the State of Wisconsin, or any political subdivision thereof to pay any amounts due hereunder.
- K. 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:

Info to Developer: Birchwood Realty LLC  
120 Livia Lane  
Wrightsville, PA 17368

Info to City: City Administrator  
300 N. Pine Street  
Burlington, WI 53105

- L. Term of Agreement. This Agreement shall be in full force and effect for a period of fifteen (15) years from the date on which was executed by the last party so executing the same as hereinbefore set forth, unless extended by agreement of the parties hereto or terminated by the agreement of the parties hereto or by the completion of all duties to be performed hereunder. This Agreement shall be deemed extended for five (5) years if the City records in the real estate records of Racine County, prior to expiration of any term hereof, a statement that the work required hereunder has not been completed. Notwithstanding the foregoing provisions, applicability of the statutes of limitation to this agreement under the laws of the State of Wisconsin shall continue to survive any termination of this Agreement.
- M. Immunity. Nothing contained in this Agreement constitutes a waiver of the City's sovereign immunity under any applicable State law.
- N. Governing Law and Venue. This agreement shall be governed, controlled, construed, and

interpreted by and under the laws of the State of Wisconsin, without giving effect to the conflict of laws provisions. The venue for any legal action arising under and/or pertaining to the Agreement shall be solely and exclusively be in Racine County Circuit Court in Racine County Wisconsin. The Developer expressly waives his right to bring such action in or to remove such action to any other court, whether state or federal.

- O. 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.
- P. Membership in the HOA. Contemporaneously with the sale and closing of each lot in the The Glen at Stonegate, Addition No. II, whether improved or not improved with a residence, the purchaser of the lot shall become a member of The Glen of Stonegate Homeowners Association, Inc. (the "HOA") with respect to the lot that is the said sale parcel. The purchaser's compliance with the provisions of this present paragraph is expressly contingent upon the HOA first entering into an agreement with the Developer, wherein the HOA assumes the obligations and duties specified in the agreement with respect to The Glen at Stonegate, Addition No. II.
- Q. Department of Public Works Requirement. Attached hereto as Exhibit "A" are certain standards and requirements that shall be followed by the Developer and the City with respect to the installation of street lights in the Subdivision and maintenance of the roadways in the Subdivision.
- R. Subordination. The Mortgagee joins in this Agreement for the sole purpose of agreeing that in the event of the foreclosure of its mortgage interest in the lands of the Subdivision, this Agreement shall survive such foreclosure and the lands in the Subdivision shall remain subject to this Agreement.

#### SECTION IX - 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, or corporation, shall not be assigned without the express approval of the City, which approval the City may grant or deny, in its sole discretion.

There is no prohibition on the right of the City to assign its rights under this Agreement. The City shall release the original irrevocable letter of credit or cash deposit in escrow if it accepts new security from any subdivider 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 X - 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.



APPROVED:

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John Bjelajac-City Attorney

This instrument drafted by  
John Bjelajac Attorney at Law

**MEMORANDUM**

Date: January 18, 2019

To: Megan Watkins, Assistant City Administrator/Zoning Administrator

From: Peter Riggs, Director of Public Works

RE: Street Lights, Paving, and Snow Plowing in Stonegate

The City of Burlington will require the following for regarding manholes and inlets in the roadway in the proposed expansion of the Stonegate development.

1. All manholes within roadway pavement shall be set to binder grade but will require excavation and adjustment prior to surface paving. Steel rings adjustments are not allowed.
2. Low point interim inlets shall be set to binder grade and then adjusted prior to surface paving.
3. Asphalt curb wedging is required until surface paving occurs.
4. The City will perform snow removal on roadway in a manner consistent with City wide snow removal operations.

The City of Burlington will require the following regarding street light installation in the proposed expansion of the Stonegate development.

1. The City will coordinate with WE Energies for the addition of street lights.
2. The developer will pay all costs for street light procurement and installation.
3. Street light poles and fixtures will match existing poles used throughout the subdivision.
4. Spacing and placement of street lights shall be determined by the City in a manner consistent with the existing street lights in the subdivision.
5. The Developer will be responsible for the schedule of work and coordination of installation of street lights.

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**To:** Megan Watkins, Director of Administrative Services **Date:** July 30, 2018

**From:** Greg Governatori, P.E.

**CC:** John Bjelajac, City Attorney  
Mike Timmers, Construction Manager

**Subject:** Glen at Stonegate Addition II Letter of Credit Recommendation.

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At the request of the City of Burlington we have prepared a letter of credit request for the original phase 2 plans prepared by Bonnestro, Rosene, Anderlik & Associates. It should be noted that current engineering plans signed and sealed by a professional engineering are required prior to construction. It is anticipated the changes to the development will be minor.

The improvements for Addition II will consist of installing sanitary sewer, watermain, storm sewer, curb and gutter, and paving to complete the development as shown on the preliminary plat. As part of this work, and letter of credit requirements, the watermain will be looped from Ravenswood Road to Stonegate Road.

The storm water sediment basins were originally installed as part of the addition one work and will continue to be utilized for storm water management. These basins will remain in place until which time the development is constructed. It has been discussed that the additional construction and new development will require an updated storm water management model meeting current design standards for storm water runoff. Minor modifications and maintenance of the existing storm water facility in addition II may be required to meet current standards.

We have reviewed the quantities and prepared a letter of credit at the request of the City. As part of our review we have adjusted the unit prices of certain items to reflect average unit prices. In the event the project requires public completion by the City, a competitive bid process will be required.

We recommend a Letter of Credit in the amount of \$1,037,412.00 be provided. This includes the 115% requirement as per the Developer's Agreement.



**Glen at Stonegate Addition II - Estimate for LOC**  
 City of Burlington, Racine County, Wisconsin

<b>Road Work</b>				LOC Amt - Engineer's Est	
Item No.	Item Description	Unit	Bid Qty.	Bid Unit \$	Bid Total \$
	Clearing/grubbing	SY	1000	\$ 3.50	\$ 3,500.00
	Strip and Stockpile Topsoil	CY	2400	\$ 4.50	\$ 10,800.00
	Excavation Common	CY	2400	\$ 6.50	\$ 15,600.00
	10" Base Aggregate Dense 1 1/4-Inch	TN	4010	\$ 13.00	\$ 52,130.00
	1.75" HMA Pavement Type 3LT 58-28 S	TN	600	\$ 68.00	\$ 40,800.00
	2.25" HMA Pavement Type 4LT 58-28 S	TN	780	\$ 68.00	\$ 53,040.00
	Concrete Curb & Gutter 30-Inch Type D	LF	3260	\$ 15.50	\$ 50,530.00
	Concrete Sidewalk 4-Inch	SF	14670	\$ 5.10	\$ 74,817.00
	Silt Fence	LF	2400	\$ 2.00	\$ 4,800.00
	Inlet Protection (Type C)	EACH	8	\$ 75.00	\$ 600.00
	Landscaping Trees	EACH	66	\$ 300.00	\$ 19,800.00
<b>SUBTOTAL - Road Work</b>				<b>\$</b>	<b>326,417.00</b>
<b>Sanitary Sewer</b>				LOC Amt - Engineer's Est	
Item No.	Item Description	Unit	Bid Qty.	Bid Unit \$	Bid Total \$
	10" PVC SDR 35 Sanitary Sewer (Granular)	LF	1616	\$ 85.00	\$ 137,360.00
	6" PVC SDR 35 Sanitary Lateral (30 EA)	LF	980	\$ 65.00	\$ 63,700.00
	Sanitary MH Cover R-1661	EACH	9	\$ 375.00	\$ 3,375.00
	48" Dia Sanitary MH (9 EA)	VF	99	\$ 325.00	\$ 32,175.00
<b>SUBTOTAL - Sanitary</b>				<b>\$</b>	<b>236,610.00</b>
<b>Watermain</b>				LOC Amt - Engineer's Est	
Item No.	Item Description	Unit	Bid Qty.	Bid Unit \$	Bid Total \$
	Connect to Existing 8" Watermain	EACH	2	\$ 2,400.00	\$ 4,800.00
	8" PVC C-900, DR-18 Watermain (Granular Backfill)	LF	1808	\$ 65.00	\$ 117,520.00
	Tracer Wire Access Box	EACH	2	\$ 150.00	\$ 300.00
	Curb Boxes	EACH	31	\$ 800.00	\$ 24,800.00
	1 1/4" Copper Type "K" Water Lateral	LF	900	\$ 52.00	\$ 46,800.00
	1 1/4" water Service Brass Sets	EACH	31	\$ 475.00	\$ 14,725.00
	8" Gate Valve	EACH	2	\$ 1,800.00	\$ 3,600.00
	Hydrant Assembly	EACH	4	\$ 5,300.00	\$ 21,200.00
	6" DI CL-53 Hydrant Lead	LF	40	\$ 110.00	\$ 4,400.00
	Watermain Testing/Flushing	LS	1	\$ 2,000.00	\$ 2,000.00
<b>SUBTOTAL - Water</b>				<b>\$</b>	<b>240,145.00</b>

<b>Storm Sewer</b>				LOC Amt - Engineer's Est	
<b>Item No.</b>	<b>Item Description</b>	<b>Unit</b>	<b>Bid Qty.</b>	<b>Bid Unit \$</b>	<b>Bid Total \$</b>
	19x30-Inch(18"x 28.5" Arch Pipe)	LF	108	\$ 75.00	\$ 8,100.00
	24" RCP CL III Storm Sewer	LF	485	\$ 60.00	\$ 29,100.00
	12" RCP CL V Storm Sewer	LF	81	\$ 55.00	\$ 4,455.00
	15" RCP CL IV Storm Sewer	LF	334	\$ 50.00	\$ 16,700.00
	24" RCP FES w/ Grate	EACH	1	\$ 2,500.00	\$ 2,500.00
	60" Dia Storm MH	EACH	2	\$ 3,100.00	\$ 6,200.00
	48" Dia Storm MH	EACH	5	\$ 2,300.00	\$ 11,500.00
	Manhole Cover R-2561	EACH	7	\$ 575.00	\$ 4,025.00
	Inlet Cover Type H (2'x3')	EACH	7	\$ 535.00	\$ 3,745.00
	2'x3' Catch Basin	EACH	7	\$ 1,800.00	\$ 12,600.00
<b>SUBTOTAL - Storm</b>				<b>\$</b>	<b>98,925.00</b>
<b>SUBTOTAL</b>				<b>\$</b>	<b>902,097.00</b>
15% Contingency per Developer's Agreement				<b>\$</b>	<b>135,314.55</b>
<b>TOTAL - LOC</b>				<b>\$</b>	<b>1,037,411.55</b>

SUPPLEMENTAL DECLARATION OF THE RESTRICTIONS, COVENANTS AND EASEMENTS  
FOR THE GLEN AT STONEGARE ADDITION NO. II

This supplement to the Declaration of Restrictions, Covenants and Easements (the "Supplemental Declaration") is made by BIRCHWOOD REALTY, LLC, a Wisconsin limited liability company (the "Developer").

RECITALS

WHEREAS, on April 22, 2004, the previous Developer, Stonegate Development Group, LLC, caused to be executed the Declaration of Restrictions, covenants and easements for the Glen at Stonegate, a subdivision (the "Declaration"); and

WHEREAS, The Declaration was subsequently recorded at the office of the Racine County Register of Deeds on June 1, 2004, as Document No. 1974736; and

WHEREAS, a Supplemental Declaration of Restrictions, Covenants and Easements for the Glen at Stonegate Addition No. I was subsequently recorded at the office of the Racine County Register of Deeds on September 8, 2006 as Document No. 2101134; and

WHEREAS, pursuant to the provisions of Section 2.2 of the Declaration, the Developer was given the option to subject all or a portion of adjacent property to all of the terms and conditions of the Declaration, by appropriate reference thereto; and

WHEREAS, it is the Developers intention to develop the property described on Exhibit "A" attached hereto as an extension of the single-family subdivision known as The Glen at Stonegate as contemplated in the Declaration under the name of The Glen at Stonegate Addition No. II; and

WHEREAS, IT IS THE INTENTION OF THE Developer to subject all of the property described on Exhibit A attached hereto to the Declaration.

SUPPLEMENTAL DECLARATION

NOW, THEREFORE, the Developer hereby declares as follows:

1. That except as provided herein, the property described on Exhibit A attached hereto, and hereinafter known as the Glen at Stonegate Addition No. II shall be subject to all of the terms and conditions of the Declaration, Covenants and Easements for the Glen at Stonegate, a subdivision, dated April 22, 2004, and

recorded at the office of the Racine County Register of Deeds on June 1, 2004, as Document No. 1974736.

2. That each and every owner of a Lot in The Glen at Stonegate Addition No. II shall have all of the rights, duties and responsibilities of a Lot Owner in the Glen at Stonegate Subdivision.
3. That "Common Areas" shall now include Outlot 7, which is subject to Section 3.10 of the Declaration and is for the express purpose of stormwater management.
4. That Lots 64-70 are subject to a Landscape easement as shown on the final plat for The Glen at Stonegate Addition No. II and is subject to all the responsibilities and obligations of maintenance as referenced in the Declaration in Section 3.10 (f).

That obligation shall include replacement of dead plants and trees in accordance with the approved Landscape Plan, dated \_\_\_\_\_ which was approved by the City and the Developer. Any deviations from the approved Landscape Plan must be approved in writing by the Developer and subsequent to the Developer, the Homeowners Association.

5. Architectural Control: Pursuant to Section 3.5 of the Restrictive Covenants the Developer shall maintain Architectural control of the new phase. The Developer agrees to allow one (1) member of the existing ACC Board to be part of the review process. That member shall have 72 hours to review the plans upon receipt from the Developer and provide their comments or approval. That transmission from the Developer may be via USPS, email or delivery. All other terms and condition and requirements for ACC shall remain in effect. The initial Architectural Control Committee shall be:

- 1) Chris Conigliaro  
MC Homebuilders, LLC  
[cconigliaro@mchomebuildersllc.com](mailto:cconigliaro@mchomebuildersllc.com)  
5008 Green Bay Road  
Kenosha, WI 53412

- 2) Jim Duerrwaechter  
MC Homebuilders, LLC  
[jduerrwaechter@mchomebuildersllc.com](mailto:jduerrwaechter@mchomebuildersllc.com)  
5008 Green Bay Road  
Kenosha, WI 53142





**DATE:** March 5, 2019

**SUBJECT:** **MOTION 19-922** - To consider approving a Certificate of Appropriateness for property located at 448 Milwaukee Avenue.

**SUBMITTED BY:** Gregory Guidry, Building Inspector

**BACKGROUND/HISTORY:**

According to Ch. 315-42E(1), the Common Council must approve any alteration including architectural appearance. Alterations include any exterior change (including painting), addition to, or demolition of any part or all of the exterior of a structure within the HPO District. In determining such approval, the Common Council shall take into consideration the recommendation of the Historic Preservation Committee.

- Re-painting the rear and the side of the building. The applicant has already painted the building in 160 Knoxville Gray, which is an approved historic color. The applicant was under the impression that if the building was painted with an approved historic color, then an approval would not be necessary. It was discussed at a previous meeting that if a color of the building was changed, it would require approval. If the building was painted the same color, then it would be considered maintenance and would not require approval. The applicant has submitted a Certificate of Appropriateness application with the new color.

**BUDGET/FISCAL IMPACT:**

N/A

**RECOMMENDATION:**

The Historic Preservation Commission (HPC) unanimously recommended approval of the Certificate of Appropriateness Application at their February 28, 2019 meeting.

**TIMING/IMPLEMENTATION:**

This item is for discussion at the March 5, 2019 Committee of the Whole meeting and per common practice is scheduled for final consideration at the Common Council meeting the same evening.

**Attachments**

COA 448 Milwaukee Ave.

# PLAZA THEATER

448 MILWAUKEE AVE., BURLINGTON

PROJECT INCLUDES PAINTING OF THE EXTERIOR REAR WALL AND SIDES OF THE BUILDING.

THE MASONRY BLOCK WAS PREVIOUSLY PAINTED WITH TWO DIFFERENT COLORS.

WE REPAINTED WITH HC-160 KNOXVILLE GRAY (B-3Y27, C-33, D-1Y2, KX-6Y4), AN APPROVED COLOR BY THE BURLINGTON HPC.

