



AGENDA
COMMITTEE OF THE WHOLE

Tuesday, May 7, 2019
6:30 p.m.

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. **Citizen Comments**
3. **Approval of Minutes** (*S. Kott*)
 - A. To approve the April 3, 2019 Committee of the Whole Minutes.
4. **PRESENTATIONS:**
 - A. A presentation by Thomas Niccolai regarding the possible Performing Arts Center.
5. **DISCUSSION:**
 - A. Discussion with Dorothy Dean from Nothing Less regarding Motion 18-911.
6. **RESOLUTIONS:**
 - A. **Resolution 4948(1)** - To Award the Sale of \$1,310,000 General Obligation Corporate Purpose Bonds, Series 2019A.
 - B. **Resolution 4949(2)** - To Authorize the Issuance and Sale of \$1,655,000 Waterworks System Revenue Bonds, Series 2019B of the City of Burlington, Racine and Walworth Counties, Wisconsin, and Providing for the Payment of the Bonds and Other Details with Respect to the Bonds.
 - C. **Resolution 4950(3)** - To consider approving an Extraterritorial Zoning Certified Survey Map for property located at 1225 Browns Lake Drive.

- D. **Resolution 4951(4)** - To consider approving an Extraterritorial Zoning Certified Survey Map for property located at 6621 Brever Road.
- E. **Resolution 4952(5)** - To accept A Unanimous Petition for Direct Annexation of 0.84 acres for property located at W. State Street (002-03-19-31-032-000) in the Town of Burlington, Racine County, Wisconsin.
- F. **Resolution 4953(6)** - To consider approving a two-year contract for part-time building inspection services with Municipal Services, LLC.
- G. **Resolution 4954(7)** - To consider approving the award of bid to Axon Enterprise, Inc. for five years in the amount of \$57,296.74 for eighteen body cameras, three six-bay docking stations, user licenses, and cloud storage for the City of Burlington Police Department.
- 7. **ORDINANCES:** There are none.
- 8. **MOTIONS:**
 - A. **Motion 19-926** - To consider approving a Certificate of Appropriateness for property located at 533 Milwaukee Avenue.
 - B. **Motion 19-927** - To consider approving a Certificate of Appropriateness for property located at 541 Milwaukee Avenue.
 - C. **Motion 19-928** - To allow alcoholic beverage consumption on premise at the Burlington Senior Center
 - D. **Motion 19-929** - To consider the annual insurance renewal with Ansay & Associates, LLC.
- 9. **ADJOURNMENT** (*T. Meyer*)

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



COMMITTEE OF THE WHOLE

ITEM NUMBER 3A

DATE: May 7, 2019

SUBJECT: MEETING MINUTES- To approve the April 3, 2019 Committee of the Whole Minutes.

SUBMITTED BY: Diahnn Halbach, City Clerk

BACKGROUND/HISTORY:

The attached minutes are from the April 3, 2019 Committee of the Whole meeting.

BUDGET/FISCAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval of the attached minutes from the April 3, 2019 Committee of the Whole meeting.

TIMING/IMPLEMENTATION:

This item is scheduled for final consideration at the May 7, 2019 Common Council meeting.

Attachments

COW Minutes



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

CITY OF BURLINGTON
Committee of the Whole Minutes
Jeannie Hefty, Mayor
Diahnn Halbach, City Clerk
Tuesday, April 3, 2019

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

Mayor Hefty called the Committee of the Whole meeting to order at 6:30 p.m. Roll Call - Present: Mayor Hefty, Alderman Susan Kott, Alderman Theresa Meyer, Alderman Bob Grandi, Alderman Ryan Heft, Alderman Steve Rauch, Alderman Jon Schultz, Alderman Tom Preusker, Alderman Todd Bauman. Excused: None.

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 and Intern Nick Faust.

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

3. **Approval of Minutes** - Approval of the March 19, 2019 Committee of the Whole meeting minutes. Motion: Alderman Preusker. Second: Alderman Bauman. With all in favor, the motion carried.

4. **PRESENTATIONS:**

A. An update from Chip Bahr regarding the Burlington Community Aquatic Center Operating Results.

Chip Bahr, representative for the Burlington Aquatic Center, presented the assets, liabilities, revenues, and expenses for the first year of operations, which was overall successful and projected to do even better in the second year of operation.

B. An update from Dave Blank of Real Racine regarding their Annual Review.

Dave Blank, President/CEO for Real Racine presented the activity report for 2018 and stated that overall it was a good year for tourism.

5. **DISCUSSION:**

A. A presentation and discussion of the Citizen Engagement Plan.

Nick Faust, intern for the City of Burlington, provided an overview of the Citizen Engagement Plan, which was identified as part of the strategic plan initiatives for the City of Burlington. Faust explained that the goal of the Plan is to provide a menu of choices for including citizens' voices in the decision-making process.

Alderman Schultz commended Faust for a job well done and suggested creating a downsized version for easier printing and distribution.

B. A discussion regarding Pre-Sale Reports for 2019A and 2019B Borrowing.

Finance Director Steve DeQuaker explained that during the 2019 Budget Workshops, several projects were discussed that would require borrowing in 2019, including street and sewer projects, water tower painting and capital purchases for Wells 7 and 8. Jon Cameron, from Ehlers, then presented the Pre-Sale reports and explained that there were five different resolutions due to each bond serving a different purpose. DeQuaker then briefly explained the difference of each resolution, Resolution 4942(44) through Resolution 4946(48).

6. **RESOLUTIONS:**

- A. **Resolution 4942(44)** - To approve an Initial Resolution Authorizing \$940,000 General Obligation Bonds for Street Improvement Projects.

An explanation was provided by Director DeQuaker during the discussion of pre-sale reports. No further review was necessary.

- B. **Resolution 4943(45)** - To approve an Initial Resolution Authorizing \$370,000 General Obligation Bonds for Sewerage Projects.

An explanation was provided by Director DeQuaker during the discussion of pre-sale reports. No further review was necessary.

- C. **Resolution 4944(46)** - To approve a Resolution Directing Publication of the Notice to Electors.

An explanation was provided by Director DeQuaker during the discussion of pre-sale reports. No further review was necessary.

- D. **Resolution 4945(47)** - To approve a Resolution Providing for the Sale of Not to Exceed \$1,310,000 General Obligation Corporate Purpose Bonds.

An explanation was provided by Director DeQuaker during the discussion of pre-sale reports. No further review was necessary.

- E. **Resolution 4946(48)** - To approve a Resolution Providing for the Sale of Approximately \$1,655,000 Waterworks System Revenue Bonds.

An explanation was provided by Director DeQuaker during the discussion of pre-sale reports. No further review was necessary.

- F. **Resolution 4947(49)** - To consider approving the award for bid of a Livescan Fingerprint system to Gemalto Inc. in the amount of \$22,722.

Chief Anderson explained that the State of Wisconsin and its police agencies use an electronic method of taking and submitting fingerprints and that the Burlington Police Department has been using this system since 2013; however, the current machine is no longer supported by its manufacturer and should be replaced. Chief Anderson further stated that the Department of Justice has awarded a \$21,130 Livescan Grant through the National Criminal History Improvement Program to the police department. The total cost of the Livescan system is \$22,722, for a total cost to the City of \$1,592.

7. **ORDINANCES:** There were none.

8. **MOTIONS:**

- A. **Motion 19-925** - Recommendation for Improvements to the Intersections of Milwaukee Avenue, West State Street, and McHenry Street.

Director Peter Riggs reviewed the background and history stating that as part of the 2019 budget workshop, staff proposed resurfacing Milwaukee Avenue, West State Street, and McHenry and to also explore options for improving vehicular and pedestrian safety as part of the road project, as it would be more cost effective to perform in conjunction with each other. Riggs then presented three alternatives.

After much discussion, it was determined that all three alternatives did not present a prominent solution to better improve vehicular or pedestrian safety and was suggested by Alderman Schultz to table this resolution.

9. **ADJOURNMENT**

Motion: Alderman Bauman. Second: Alderman Preusker. With all in favor, the meeting adjourned at 8:15 p.m.

Minutes respectfully submitted by:

Diahnn C. Halbach
City Clerk
City of Burlington



COMMITTEE OF THE WHOLE

ITEM NUMBER 6A

DATE: May 7, 2019

SUBJECT: **RESOLUTION 4948(1)** - To Award the Sale of \$1,310,000 General Obligation Corporate Purpose Bonds, Series 2019A.

SUBMITTED BY: Steven DeQuaker, Finance Director

BACKGROUND/HISTORY:

This resolution awards the successful bid and sale of \$1.3 million Tax Exempt General Obligation Corporate Purpose Bonds for Street, Sanitary, and Storm repairs. The City was rated AA- for this sale. Since the sale date was today, May 7th, the attached Draft resolution will be completed with the sale information before signature and submission.

Jon Cameron with Ehlers, Inc. is here to discuss the sale information.

BUDGET/FISCAL IMPACT:

Debt Service for these bonds will begin in April 2020 and will be included in the 2020 budget. These bonds are 20-year bonds and are Tax Exempt to the Bond Holders. This item was planned in the 2019 budget.

RECOMMENDATION:

Staff recommends acceptance of the bids by adoption of the resolution.

TIMING/IMPLEMENTATION:

Due to the timeliness of the closing of these bonds, this item is scheduled the same night for Common Council final consideration.

Attachments

Res 4948(1) G.O. Bonds \$1.310M
S&P Rating Series 2019A

RESOLUTION NO. 4948(1)

RESOLUTION AWARDING THE SALE OF \$1,310,000
GENERAL OBLIGATION CORPORATE PURPOSE BONDS,
SERIES 2019A

WHEREAS, on April 3, 2019, the Common Council of the City of Burlington, Racine and Walworth Counties, Wisconsin (the "City") adopted initial resolutions (collectively, the "Initial Resolutions") authorizing the issuance of general obligation bonds for the following public purposes, in the following not to exceed amounts: \$940,000 for street improvement projects and \$370,000 for sewerage projects (collectively, the "Project");

WHEREAS, pursuant to the provisions of Section 67.05, Wisconsin Statutes, within 15 days following the adoption of the Initial Resolutions, the City Clerk caused a notice to electors to be published in the Burlington Standard Press, stating the purpose and maximum principal amount of the bond issues authorized by the Initial Resolutions and describing the opportunity and procedure for submitting a petition requesting a referendum on the bond issues authorized by the Initial Resolutions;

WHEREAS, no petition for referendum was filed with the City Clerk, and the time to file such a petition has expired;

WHEREAS, on April 3, 2019, the Common Council of the City also adopted a resolution (the "Set Sale Resolution"), providing that the general obligation bond issues authorized by the Initial Resolutions be combined, issued and sold as a single issue of bonds designated as "General Obligation Corporate Purpose Bonds" (the "Bonds") for the purpose of paying the cost of the Project;

WHEREAS, the Common Council hereby finds and determines that the Project is within the City's power to undertake and therefore serves a "public purpose" as that term is defined in Section 67.04(1)(b), Wisconsin Statutes;

WHEREAS, the City is authorized by the provisions of Section 67.04, Wisconsin Statutes, to borrow money and issue general obligation bonds for such public purposes;

WHEREAS, pursuant to the Set Sale Resolution, the City has directed Ehlers & Associates, Inc. ("Ehlers") to take the steps necessary to sell the Bonds to pay the cost of the Project;

WHEREAS, Ehlers, in consultation with the officials of the City, prepared a Notice of Sale (a copy of which is attached hereto as Exhibit A and incorporated herein by this reference) setting forth the details of and the bid requirements for the Bonds and indicating that the Bonds would be offered for public sale on May 7, 2019;

WHEREAS, the City Clerk (in consultation with Ehlers) caused a form of notice of the sale to be published and/or announced and caused the Notice of Sale to be distributed to potential bidders offering the Bonds for public sale on May 7, 2019;

WHEREAS, the City has duly received bids for the Bonds as described on the Bid Tabulation attached hereto as Exhibit B and incorporated herein by this reference (the "Bid Tabulation");

WHEREAS, it has been determined that the bid proposal (the "Proposal") submitted by the financial institution listed first on the Bid Tabulation fully complies with the bid requirements set forth in the Notice of Sale and is deemed to be the most advantageous to the City. Ehlers has recommended that the City accept the Proposal. A copy of said Proposal submitted by such institution (the "Purchaser") is attached hereto as Exhibit C and incorporated herein by this reference; and

WHEREAS, the Common Council now deems it necessary, desirable and in the best interest of the City that the Bonds be issued in the aggregate principal amount of \$_____ for the following purposes and in the following amounts: \$_____ for street improvement project and \$_____ for sewerage projects.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City that:

Section 1. Ratification of the Notice of Sale and Offering Materials. The Common Council hereby ratifies and approves the details of the Bonds set forth in Exhibit A attached hereto as and for the details of the Bonds. The Notice of Sale and any other offering materials prepared and circulated by Ehlers are hereby ratified and approved in all respects. All actions taken by officers of the City and Ehlers in connection with the preparation and distribution of the Notice of Sale, and any other offering materials are hereby ratified and approved in all respects.

Section 1A. Authorization and Award of the Bonds. For the purpose of paying the cost of the Project, there shall be borrowed pursuant to Section 67.04, Wisconsin Statutes, the principal sum of ONE MILLION THREE HUNDRED TEN THOUSAND DOLLARS (\$1,310,000) from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal of the Purchaser offering to purchase the Bonds for the sum set forth on the Proposal, plus accrued interest to the date of delivery, resulting in a true interest cost as set forth on the Proposal, is hereby accepted. The Mayor and City Clerk or other appropriate officers of the City are authorized and directed to execute an acceptance of the Proposal on behalf of the City. The good faith deposit of the Purchaser shall be applied in accordance with the Notice of Sale, and any good faith deposits submitted by unsuccessful bidders shall be promptly returned. The Bonds shall bear interest at the rates set forth on the Proposal.

Section 2. Terms of the Bonds. The Bonds shall be designated "General Obligation Corporate Purpose Bonds, Series 2019A"; shall be issued in the aggregate principal amount of \$1,310,000; shall be dated May 30, 2019; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rates per annum and mature on April 1 of each year, in the years and principal amounts as set forth on the Pricing Summary attached hereto as Exhibit D-1 and incorporated herein by this reference. Interest shall be payable semi-annually on April 1 and October 1 of each year commencing on April 1, 2020. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board.

The schedule of principal and interest payments due on the Bonds is set forth on the Debt Service Schedule attached hereto as Exhibit D-2 and incorporated herein by this reference (the "Schedule").

Section 3. Redemption Provisions. The Bonds maturing on April 1, 2029 and thereafter are subject to redemption prior to maturity, at the option of the City, on April 1, 2028 or on any date thereafter. Said Bonds are redeemable as a whole or in part, and if in part, from maturities selected by the City, and within each maturity by lot, at the principal amount thereof, plus accrued interest to the date of redemption. [If the Proposal specifies that any of the Bonds are subject to mandatory redemption, the terms of such mandatory redemption shall be set forth on an attachment hereto as Exhibit MRP and incorporated herein by this reference. Upon the optional redemption of any of the Bonds subject to mandatory redemption, the principal amount of such Bonds so redeemed shall be credited against the mandatory redemption payments established in Exhibit MRP for such Bonds in such manner as the City shall direct.]

Section 4. Form of the Bonds. The Bonds shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit E and incorporated herein by this reference.

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Bonds as the same becomes due, the full faith, credit and resources of the City are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the City a direct annual irrepealable tax in the years 2019 through 2038 for payments due in the years 2020 through 2039 in the amounts set forth on the Schedule.

(B) Tax Collection. So long as any part of the principal of or interest on the Bonds remains unpaid, the City shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Bonds, said tax shall be, from year to year, carried onto the tax roll of the City and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the City for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

(C) Additional Funds. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Bonds when due, the requisite amounts shall be paid from other funds of the City then available, which sums shall be replaced upon the collection of the taxes herein levied.

Section 6. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There be and there hereby is established in the treasury of the City, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted

accounting principles. Debt service or sinking funds established for obligations previously issued by the City may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for General Obligation Corporate Purpose Bonds, Series 2019A" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Bonds is fully paid or otherwise extinguished. There shall be deposited into the Debt Service Fund Account (i) all accrued interest received by the City at the time of delivery of and payment for the Bonds; (ii) any premium which may be received by the City above the par value of the Bonds and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Bonds when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Bonds when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Bonds until all such principal and interest has been paid in full and the Bonds canceled; provided (i) the funds to provide for each payment of principal of and interest on the Bonds prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Bonds may be used to reduce the next succeeding tax levy, or may, at the option of the City, be invested by purchasing the Bonds as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account. Any investment of the Debt Service Fund Account shall at all times conform with the provisions of the Internal Revenue Code of 1986, as amended (the "Code") and any applicable Treasury Regulations (the "Regulations").

(C) Remaining Monies. When all of the Bonds have been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the City, unless the Common Council directs otherwise.

Section 7. Proceeds of the Bonds; Segregated Borrowed Money Fund. The proceeds of the Bonds (the "Bond Proceeds") (other than any premium and accrued interest which must be paid at the time of the delivery of the Bonds into the Debt Service Fund Account created above) shall be deposited into a special fund separate and distinct from all other funds of the City and disbursed solely for the purposes for which borrowed or for the payment of the principal of and the interest on the Bonds. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purposes for which the Bonds have been issued

have been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purposes shall be deposited in the Debt Service Fund Account.

Section 8. No Arbitrage. All investments made pursuant to this Resolution shall be Permitted Investments, but no such investment shall be made in such a manner as would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code or the Regulations and an officer of the City, charged with the responsibility for issuing the Bonds, shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the date of delivery of the Bonds to the Purchaser which will permit the conclusion that the Bonds are not "arbitrage bonds," within the meaning of the Code or Regulations.

Section 9. Compliance with Federal Tax Laws. (a) The City represents and covenants that the projects financed by the Bonds and the ownership, management and use of the projects will not cause the Bonds to be "private activity bonds" within the meaning of Section 141 of the Code. The City further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Bonds including, if applicable, the rebate requirements of Section 148(f) of the Code. The City further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Bonds) if taking, permitting or omitting to take such action would cause any of the Bonds to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Bonds to be included in the gross income of the recipients thereof for federal income tax purposes. The City Clerk or other officer of the City charged with the responsibility of issuing the Bonds shall provide an appropriate certificate of the City certifying that the City can and covenanting that it will comply with the provisions of the Code and Regulations.

(b) The City also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Bonds provided that in meeting such requirements the City will do so only to the extent consistent with the proceedings authorizing the Bonds and the laws of the State of Wisconsin and to the extent that there is a reasonable period of time in which to comply.

Section 10. Designation as Qualified Tax-Exempt Obligations. The Bonds are hereby designated as "qualified tax-exempt obligations" for purposes of Section 265 of the Code, relating to the ability of financial institutions to deduct from income for federal income tax purposes, interest expense that is allocable to carrying and acquiring tax-exempt obligations.

Section 11. Execution of the Bonds; Closing; Professional Services. The Bonds shall be issued in printed form, executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the City of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Bonds may be imprinted on the Bonds in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Bonds, at least one of the signatures

appearing on each Bond shall be a manual signature. In the event that either of the officers whose signatures appear on the Bonds shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Bonds and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The City hereby authorizes the officers and agents of the City to enter into, on its behalf, agreements and contracts in conjunction with the Bonds, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Bonds is hereby ratified and approved in all respects.

Section 12. Payment of the Bonds; Fiscal Agent. The principal of and interest on the Bonds shall be paid by [_____, _____, _____, which is hereby appointed as the City's registrar and fiscal agent pursuant to the provisions of Section 67.10(2), Wisconsin Statutes] [the City Clerk or City Treasurer] (the "Fiscal Agent"). [The City hereby authorizes the Mayor and City Clerk or other appropriate officers of the City to enter a Fiscal Agency Agreement between the City and the Fiscal Agent. Such contract may provide, among other things, for the performance by the Fiscal Agent of the functions listed in Wis. Stats. Sec. 67.10(2)(a) to (j), where applicable, with respect to the Bonds].

Section 13. Persons Treated as Owners; Transfer of Bonds. The City shall cause books for the registration and for the transfer of the Bonds to be kept by the Fiscal Agent. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Bond shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

Any Bond may be transferred by the registered owner thereof by surrender of the Bond at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the Mayor and City Clerk shall execute and deliver in the name of the transferee or transferees a new Bond or Bonds of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Bond surrendered for transfer.

The City shall cooperate in any such transfer, and the Mayor and City Clerk are authorized to execute any new Bond or Bonds necessary to effect any such transfer.

Section 14. Record Date. The 15th day of the calendar month next preceding each interest payment date shall be the record date for the Bonds (the "Record Date"). Payment of interest on the Bonds on any interest payment date shall be made to the registered owners of the Bonds as they appear on the registration book of the City at the close of business on the Record Date.

Section 15. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Bonds eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the City agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations, which the City Clerk or other authorized representative of the City is authorized and directed to execute and deliver to DTC on behalf of the City to the extent an effective Blanket Issuer Letter of Representations is not presently on file in the City Clerk's office.

Section 16. Payment of Issuance Expenses. The City authorizes the Purchaser to forward the amount of the proceeds of the Bonds allocable to the payment of issuance expenses to Old National Bank at Closing for further distribution as directed by Ehlers.

Section 17. Official Statement. The Common Council hereby approves the Preliminary Official Statement with respect to the Bonds and deems the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the City in connection with the preparation of such Preliminary Official Statement and any addenda to it or final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate City official shall certify the Preliminary Official Statement and any addenda or final Official Statement. The City Clerk shall cause copies of the Preliminary Official Statement and any addenda or final Official Statement to be distributed to the Purchaser.

Section 18. Undertaking to Provide Continuing Disclosure. The City hereby covenants and agrees, for the benefit of the owners of the Bonds, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Bonds or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the City to comply with the provisions of the Undertaking shall not be an event of default with respect to the Bonds).

To the extent required under the Rule, the Mayor and City Clerk, or other officer of the City charged with the responsibility for issuing the Bonds, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the City's Undertaking.

Section 19. Record Book. The City Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Bonds in the Record Book.

Section 20. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Bonds, the officers of the City are authorized to take all actions necessary to obtain such municipal bond insurance. The Mayor and City Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Mayor and City Clerk including provisions regarding restrictions on investment of Bond proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Bonds by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Bond provided herein.

Section 21. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Common Council or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted, approved and recorded May 7, 2019.

Jeannie Hefty
Mayor

ATTEST:

Diahnn C. Halbach
City Clerk

(SEAL)

EXHIBIT A

Notice of Sale

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT B

Bid Tabulation

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT C

Winning Bid

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT D-1

Pricing Summary

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT D-2

Debt Service Schedule and Irrepealable Tax Levies

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

[EXHIBIT MRP

Mandatory Redemption Provision

The Bonds due on April 1, ____, ____, and ____ (the "Term Bonds") are subject to mandatory redemption prior to maturity by lot (as selected by the Depository) at a redemption price equal to One Hundred Percent (100%) of the principal amount to be redeemed plus accrued interest to the date of redemption, from debt service fund deposits which are required to be made in amounts sufficient to redeem on April 1 of each year the respective amount of Term Bonds specified below:

For the Term Bonds Maturing on April 1, ____

<u>Redemption Date</u>	<u>Amount</u>
____	\$ ____
____	____
____	____ (maturity)

For the Term Bonds Maturing on April 1, ____

<u>Redemption Date</u>	<u>Amount</u>
____	\$ ____
____	____
____	____ (maturity)

For the Term Bonds Maturing on April 1, ____

<u>Redemption Date</u>	<u>Amount</u>
____	\$ ____
____	____
____	____ (maturity)

For the Term Bonds Maturing on April 1, ____

<u>Redemption Date</u>	<u>Amount</u>
____	\$ ____
____	____
____	____ (maturity)]

EXHIBIT E

(Form of Bond)

REGISTERED UNITED STATES OF AMERICA DOLLARS
STATE OF WISCONSIN
RACINE AND WALWORTH COUNTIES
NO. R-____ CITY OF BURLINGTON \$_____
GENERAL OBLIGATION CORPORATE PURPOSE BOND, SERIES 2019A

MATURITY DATE: ORIGINAL DATE OF ISSUE: INTEREST RATE: CUSIP:
April 1, _____ May 30, 2019 _____% _____

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _____ THOUSAND DOLLARS
(\$_____)

FOR VALUE RECEIVED, the City of Burlington, Racine and Walworth Counties, Wisconsin (the "City"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on April 1 and October 1 of each year commencing on April 1, 2020 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Bond are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Bond is registered on the Bond Register maintained by [_____, _____, _____] OR [the City Clerk or City Treasurer] (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding each interest payment date (the "Record Date"). This Bond is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

For the prompt payment of this Bond together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the City are hereby irrevocably pledged.

This Bond is one of an issue of Bonds aggregating the principal amount of \$[_____], all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the City pursuant to the provisions of Section 67.04, Wisconsin Statutes, for public purposes in the following amounts: \$_____ for street improvement projects and \$_____ for sewerage projects, as authorized by resolutions adopted on April 3, 2019 and May 7, 2019. Said resolutions are recorded in the official minutes of the Common Council for said dates.

The Bonds maturing on April 1, 2029 and thereafter are subject to redemption prior to maturity, at the option of the City on April 1, 2028 or on any date thereafter. Said Bonds are redeemable as a whole or in part, and if in part, from maturities selected by the City, and within each maturity by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

[The Bonds maturing in the years _____ are subject to mandatory redemption by lot as provided in the resolution awarding the Bonds, at the redemption price of par plus accrued interest to the date of redemption and without premium.]

In the event the Bonds are redeemed prior to maturity, as long as the Bonds are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by the Depository, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all of the Bonds of a maturity are to be called for redemption, the Bonds of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Bonds called for redemption, CUSIP numbers, and the date of redemption. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Bonds shall cease to bear interest on the specified redemption date provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Bonds shall no longer be deemed to be outstanding.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Bond have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the City, including this Bond and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrepealable tax has been levied sufficient to pay this Bond, together with the interest thereon, when and as payable.

This Bond has been designated by the Common Council as a "qualified tax-exempt obligation" pursuant to the provisions of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

This Bond is transferable only upon the books of the City kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Bonds, and the City appoints another depository, upon surrender of the Bond to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Bond in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the City for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Bonds (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Bonds, or (iii) with respect to any particular Bond, after such Bond has been called for redemption. The Fiscal Agent and City may treat and consider the Depository in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Bonds are issuable solely as negotiable, fully-registered Bonds without coupons in the denomination of \$5,000 or any integral multiple thereof.

[This Bond shall not be valid or obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Fiscal Agent.]

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

IN WITNESS WHEREOF, the City of Burlington, Racine and Walworth Counties, Wisconsin, by its governing body, has caused this Bond to be executed for it and in its name by the manual or facsimile signatures of its duly qualified Mayor and City Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

CITY OF BURLINGTON
RACINE AND WALWORTH COUNTIES,
WISCONSIN

By: _____
Jeannie Hefty
Mayor

(SEAL)

By: _____
Diahn C. Halbach
City Clerk

DRAFT

[Date of Authentication: _____, _____]

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds of the issue authorized by the within-mentioned resolutions of the City of Burlington, Racine and Walworth Counties, Wisconsin.

_____, _____

By _____
Authorized Signatory]

DRAFT

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

the within Bond and all rights thereunder and hereby irrevocably constitutes and appoints _____, Legal Representative, to transfer said Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

(e.g. Bank, Trust Company
or Securities Firm)

(Depository or Nominee Name)

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

(Authorized Officer)

April 30, 2019

City of Burlington
300 North Pine Street
Burlington, WI 53105
Attention: Mr. Steve DeQuaker, Finance Director/Treasurer

Re: ***US\$1,310,000 City of Burlington, Wisconsin, (Racine and Walworth Counties),
General Obligation Corporate Purpose Bonds, Series 2019A, dated: May 30, 2019,
due: April 01, 2039***

Dear Mr. DeQuaker:

Pursuant to your request for an S&P Global Ratings rating on the above-referenced obligations, S&P Global Ratings has assigned a rating of "AA-" . S&P Global Ratings views the outlook for this rating as stable. A copy of the rationale supporting the rating is enclosed.

This letter constitutes S&P Global Ratings' permission for you to disseminate the above-assigned ratings to interested parties in accordance with applicable laws and regulations. However, permission for such dissemination (other than to professional advisors bound by appropriate confidentiality arrangements or to allow the Issuer to comply with its regulatory obligations) will become effective only after we have released the ratings on standardandpoors.com. Any dissemination on any Website by you or your agents shall include the full analysis for the rating, including any updates, where applicable. Any such dissemination shall not be done in a manner that would serve as a substitute for any products and services containing S&P Global Ratings' intellectual property for which a fee is charged.

To maintain the rating, S&P Global Ratings must receive all relevant financial and other information, including notice of material changes to financial and other information provided to us and in relevant documents, as soon as such information is available. Relevant financial and other information includes, but is not limited to, information about direct bank loans and debt and debt-like instruments issued to, or entered into with, financial institutions, insurance companies and/or other entities, whether or not disclosure of such information would be required under S.E.C. Rule 15c2-12. You understand that S&P Global Ratings relies on you and your agents and advisors for the accuracy, timeliness and completeness of the information submitted in connection with the rating and the continued flow of material information as part of the surveillance process. Please send all information via electronic delivery to: pubfin_statelocalgovt@spglobal.com. If SEC rule 17g-5 is applicable, you may post such information on the appropriate website. For any information not available in electronic format or posted on the applicable website,

Please send hard copies to:
S&P Global Ratings
Public Finance Department
55 Water Street
New York, NY 10041-0003

The rating is subject to the Terms and Conditions, if any, attached to the Engagement Letter applicable to the rating. In the absence of such Engagement Letter and Terms and Conditions, the rating is subject to the attached Terms and Conditions. The applicable Terms and Conditions are incorporated herein by reference.

S&P Global Ratings is pleased to have the opportunity to provide its rating opinion. For more information please visit our website at www.standardandpoors.com. If you have any questions, please contact us. Thank you for choosing S&P Global Ratings.

Sincerely yours,

S&P Global Ratings
a division of Standard & Poor's Financial Services LLC

kh
enclosures

cc: ***Mr. Brendan Leonard***
Mr. Greg Johnson
Mr. Jon Cameron
Mr. Keith Schmitz

S&P Global Ratings
Terms and Conditions Applicable To Public Finance Credit Ratings

General. The credit ratings and other views of S&P Global Ratings are statements of opinion and not statements of fact. Credit ratings and other views of S&P Global Ratings are not recommendations to purchase, hold, or sell any securities and do not comment on market price, marketability, investor preference or suitability of any security. While S&P Global Ratings bases its credit ratings and other views on information provided by issuers and their agents and advisors, and other information from sources it believes to be reliable, S&P Global Ratings does not perform an audit, and undertakes no duty of due diligence or independent verification, of any information it receives. Such information and S&P Global Ratings' opinions should not be relied upon in making any investment decision. S&P Global Ratings does not act as a "fiduciary" or an investment advisor. S&P Global Ratings neither recommends nor will recommend how an issuer can or should achieve a particular credit rating outcome nor provides or will provide consulting, advisory, financial or structuring advice. Unless otherwise indicated, the term "issuer" means both the issuer and the obligor if the obligor is not the issuer.

All Credit Rating Actions in S&P Global Ratings' Sole Discretion. S&P Global Ratings may assign, raise, lower, suspend, place on CreditWatch, or withdraw a credit rating, and assign or revise an Outlook, at any time, in S&P Global Ratings' sole discretion. S&P Global Ratings may take any of the foregoing actions notwithstanding any request for a confidential or private credit rating or a withdrawal of a credit rating, or termination of a credit rating engagement. S&P Global Ratings will not convert a public credit rating to a confidential or private credit rating, or a private credit rating to a confidential credit rating.

Publication. S&P Global Ratings reserves the right to use, publish, disseminate, or license others to use, publish or disseminate a credit rating and any related analytical reports, including the rationale for the credit rating, unless the issuer specifically requests in connection with the initial credit rating that the credit rating be assigned and maintained on a confidential or private basis. If, however, a confidential or private credit rating or the existence of a confidential or private credit rating subsequently becomes public through disclosure other than by an act of S&P Global Ratings or its affiliates, S&P Global Ratings reserves the right to treat the credit rating as a public credit rating, including, without limitation, publishing the credit rating and any related analytical reports. Any analytical reports published by S&P Global Ratings are not issued by or on behalf of the issuer or at the issuer's request. S&P Global Ratings reserves the right to use, publish, disseminate or license others to use, publish or disseminate analytical reports with respect to public credit ratings that have been withdrawn, regardless of the reason for such withdrawal. S&P Global Ratings may publish explanations of S&P Global Ratings' credit ratings criteria from time to time and S&P Global Ratings may modify or refine its credit ratings criteria at any time as S&P Global Ratings deems appropriate.

Reliance on Information. S&P Global Ratings relies on issuers and their agents and advisors for the accuracy and completeness of the information submitted in connection with credit ratings and the surveillance of credit ratings including, without limitation, information on material changes to information previously provided by issuers, their agents or advisors. Credit ratings, and the maintenance of credit ratings, may be affected by S&P Global Ratings' opinion of the information received from issuers, their agents or advisors.

Confidential Information. S&P Global Ratings has established policies and procedures to maintain the confidentiality of certain non-public information received from issuers, their agents or advisors. For these purposes, "Confidential Information" shall mean verbal or written information that the issuer or its agents or advisors have provided to S&P Global Ratings and, in a specific and particularized manner, have marked or otherwise indicated in writing (either prior to or promptly following such disclosure) that such information is "Confidential."

S&P Global Ratings Not an Expert, Underwriter or Seller under Securities Laws. S&P Global Ratings has not consented to and will not consent to being named an "expert" or any similar designation under any applicable securities laws or other regulatory guidance, rules or recommendations, including without limitation, Section 7 of the U.S. Securities Act of 1933. S&P Global Ratings has not performed and will not perform the role or tasks associated with an "underwriter" or "seller" under the United States federal securities laws or other regulatory guidance, rules or recommendations in connection with a credit rating engagement.

Disclaimer of Liability. S&P Global Ratings does not and cannot guarantee the accuracy, completeness, or timeliness of the information relied on in connection with a credit rating or the results obtained from the use of such information. S&P GLOBAL RATINGS GIVES NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. S&P Global Ratings, its affiliates or third party providers, or any of their officers, directors, shareholders, employees or agents shall not be liable to any person for any inaccuracies, errors, or omissions, in each case regardless of cause, actions, damages (consequential, special, indirect, incidental, punitive, compensatory, exemplary or otherwise), claims, liabilities, costs, expenses, legal fees or losses (including, without limitation, lost income or lost profits and opportunity costs) in any way arising out of or relating to a credit rating or the related analytic services even if advised of the possibility of such damages or other amounts.

No Third Party Beneficiaries. Nothing in any credit rating engagement, or a credit rating when issued, is intended or should be construed as creating any rights on behalf of any third parties, including, without limitation, any recipient of a credit rating. No person is intended as a third party beneficiary of any credit rating engagement or of a credit rating when issued.



DATE: May 7, 2019

SUBJECT: **RESOLUTION 4949(2)** - To Authorize the Issuance and Sale of \$1,655,000 Waterworks System Revenue Bonds, Series 2019B of the City of Burlington, Racine and Walworth Counties, Wisconsin, and Providing for the Payment of the Bonds and Other Details with Respect to the Bonds.

SUBMITTED BY: Steven DeQuaker, Finance Director

BACKGROUND/HISTORY:

This resolution authorizes Ehlers, Inc to accept the bid and award the Sale of \$1,655,000 in Waterworks System Revenue Bonds. The Water Utility has a rating of A- for these bonds. Since the sale date was today, May 7th, the attached Draft resolution will be completed with the sale information before signature and submission.

Jon Cameron from Ehlers, Inc. is here to discuss the sale and acceptance.

BUDGET/FISCAL IMPACT:

Debt service will be paid from Water System Revenue. Bond is for 20 years beginning with an interest payment in October 2019. This was planned in the 2019 Budget.

RECOMMENDATION:

Staff recommends acceptance of the bid and passing of the resolution.

TIMING/IMPLEMENTATION:

Due to the timeliness of the sale of these bonds, this item is on the Common Council agenda for same night final consideration.

Attachments

Res 4949(2) Water Rev Bonds \$1.655M

RESOLUTION NO. 4949(2)

A RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF
\$1,655,000 WATERWORKS SYSTEM REVENUE BONDS, SERIES 2019B
OF THE CITY OF BURLINGTON, RACINE AND WALWORTH COUNTIES, WISCONSIN,
AND PROVIDING FOR THE PAYMENT OF THE BONDS AND
OTHER DETAILS WITH RESPECT TO THE BONDS

WHEREAS, the City of Burlington, Racine and Walworth Counties, Wisconsin (the "City") owns and operates its Waterworks System (the "System") which is operated for a public purpose as a public utility; and

WHEREAS, under the provisions of Section 66.0621, Wisconsin Statutes, any municipality in the State of Wisconsin may, by action of its governing body, provide funds for extending, adding to and improving a public utility from the proceeds of bonds, which bonds are payable only from the income and revenues of such utility and are secured by a pledge of the revenues of the utility; and

WHEREAS, pursuant to a resolution adopted on October 18, 2011 (the "2011 Resolution"), the City has heretofore issued its Waterworks System Revenue Refunding Bonds, Series 2011A, dated November 15, 2011 (the "2011 Bonds") which bonds are payable from the Revenues of the System; and

WHEREAS, pursuant to a resolution adopted on February 14, 2012 and ratified on February 21, 2012 (collectively, the "2012 Resolution"), the City has heretofore issued its Waterworks System Revenue Bonds, Series 2012, dated February 22, 2012 (the "2012 Bonds"), which bonds are payable from the Revenues of the System on a parity with the 2011 Bonds; and

WHEREAS, pursuant to a resolution adopted on June 20, 2017 (the "2017 Resolution") the City has heretofore issued its Taxable Waterworks System Revenue Bonds, Series 2017C, dated June 28, 2017 (the "2017 Bonds") which bonds are payable from the Revenues of the System on a parity with the 2011 Bonds and the 2012 Bonds (collectively, the 2011 Bonds, the 2012 Bonds and the 2017 Bonds shall be referred to herein as the "Prior Bonds"); and

WHEREAS, the 2011 Resolution, the 2012 Resolution and the 2017 Resolution permit the issuance of additional bonds payable from the income and revenues of the System on a parity with the Prior Bonds upon compliance with certain conditions; and

WHEREAS, to the best of the Common Council's knowledge, information and belief, the City complies with such conditions; and

WHEREAS, the City has determined that certain additions, improvements and extensions to the System (collectively, the "Project") are necessary to adequately supply the needs of the City and the residents thereof; and

WHEREAS, it is necessary, desirable and in the best interests of the City to authorize and sell waterworks system revenue bonds (the "Bonds") for such purpose payable solely from the

Revenues, which bonds are to be authorized and issued pursuant to the provisions of Section 66.0621, Wisconsin Statutes on a parity with the Prior Bonds; and

WHEREAS, other than the Prior Bonds, the City has no bonds or obligations outstanding which are payable from the income and revenues of the System; and

WHEREAS, the City has directed Ehlers & Associates, Inc. ("Ehlers") to take the steps necessary to the Bonds; and

WHEREAS, Ehlers, in consultation with the officials of the City, prepared a Notice of Sale (a copy of which is attached hereto as Exhibit A and incorporated herein by this reference) setting forth the details of and the bid requirements for the Bonds and indicating that the Bonds would be offered for public sale on May 7, 2019; and

WHEREAS, the City Clerk (in consultation with Ehlers) caused a form of notice of the sale to be published and/or announced and caused the Notice of Sale to be distributed to potential bidders offering the Bonds for public sale on May 7, 2019; and

WHEREAS, the City has duly received bids for the Bonds as described on the Bid Tabulation attached hereto as Exhibit B and incorporated herein by this reference (the "Bid Tabulation"); and

WHEREAS, it has been determined that the bid proposal (the "Proposal") submitted by the financial institution listed first on the Bid Tabulation fully complies with the bid requirements set forth in the Notice of Sale and is deemed to be the most advantageous to the City. Ehlers has recommended that the City accept the Proposal. A copy of said Proposal submitted by such institution (the "Purchaser") is attached hereto as Exhibit C and incorporated herein by this reference.

NOW, THEREFORE, the Common Council of the City of Burlington, Racine and Walworth Counties, Wisconsin, do resolve that:

Section 1A. Ratification of the Notice of Sale and Offering Materials. The Common Council of the City hereby ratifies and approves the details of the Bonds set forth in Exhibit A attached hereto as and for the details of the Bonds. The Notice of Sale and any other offering materials prepared and circulated by Ehlers are hereby ratified and approved in all respects. All actions taken by officers of the City and Ehlers in connection with the preparation and distribution of the Notice of Sale, and any other offering materials are hereby ratified and approved in all respects.

Section 1B. Authorization of Bonds. For the purpose of paying the cost of the Project, the City shall borrow on the credit of the Revenues of the System the sum of \$1,655,000. Negotiable, fully-registered bonds of the City, in the denomination of \$5,000, or any whole multiple thereof, shall be issued in evidence thereof. The Bonds shall be designated "Waterworks System Revenue Bonds, Series 2019B", shall be numbered from R-1 upward and shall be dated May 30, 2019. The Bonds shall bear interest at the rates per annum set forth in the Proposal and shall mature on May 1 of each year, in the years and principal amounts as set forth

on the Pricing Summary attached hereto as Exhibit D-1 and incorporated herein by this reference.

Interest on the Bonds shall be payable semi-annually on May 1 and November 1 of each year, commencing November 1, 2019. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board.

The schedule of principal and interest payments due on the Bonds is set forth on the Debt Service Schedule attached hereto as Exhibit D-2 and incorporated herein by this reference (the "Schedule").

The Bonds maturing on May 1, 2029 and thereafter shall be subject to redemption prior to maturity, at the option of the City, on May 1, 2028 or on any date thereafter. Said Bonds shall be redeemable as a whole or in part, and if in part, from maturities selected by the City and within each maturity, by lot, at the principal amount thereof, plus accrued interest to the date of redemption. [If the Proposal specifies that any of the Bonds are subject to mandatory redemption, the terms of such mandatory redemption shall be set forth on an attachment hereto as Exhibit MRP and incorporated herein by this reference. Upon the optional redemption of any of the Bonds subject to mandatory redemption, the principal amount of such Bonds so redeemed shall be credited against the mandatory redemption payments established in Exhibit MRP for such Bonds in such manner as the City shall direct.]

The schedule of maturities is found to be such that the amount of annual debt service payments is reasonable in accordance with prudent municipal utility practices.

The Bonds, together with interest thereon, shall be payable only out of the Debt Service Fund hereinafter provided, and shall be a valid claim of the owner thereof only against the Debt Service Fund and the Revenues of the System pledged to such Fund on a parity with the pledge granted to the owners of the Prior Bonds. Sufficient Revenues are pledged to the Debt Service Fund, and shall be used for no other purpose than to pay the principal of and interest on the Bonds, the Prior Bonds and Parity Bonds as the same fall due.

Section 2. Form of the Bonds. The Bonds shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit E and incorporated herein by this reference.

Section 3. Definitions. In addition to the words defined elsewhere in this Resolution, the following words shall have the following meanings unless the context or use indicates another or different meaning or intent:

"Annual Debt Service Requirement" means the total amount of principal and interest due in any Fiscal Year on the Bonds, the Prior Bonds and Parity Bonds.

"Bond Year" means the one-year period ending on a principal payment date or mandatory redemption date for the Bonds.

"Code" means the Internal Revenue Code of 1986, as amended.

"DTC" means The Depository Trust Company, New York, New York, or any successor securities depository for the City with respect to the Bonds.

"Fiscal Year" means the fiscal year adopted by the City for the System, which is currently the calendar year.

"Net Revenues" means the Revenues minus all Operation and Maintenance Expenses of the System.

"Operation and Maintenance Expenses" or "Current Expenses" means the reasonable and necessary costs of operating, maintaining, administering and repairing the System, including salaries, wages, costs of materials and supplies, insurance and audits, but excluding depreciation, debt service, tax equivalents and capital expenditures.

"Parity Bonds" means additional bonds or obligations issued on a parity as to pledge and lien with the Bonds in accordance with the provisions of Section 7 of this Resolution.

"Reserve Requirement" means an amount, determined as of the date of issuance of the Bonds, equal to the least of (a) the amount required to be on deposit in the Reserve Account prior to the issuance of the Bonds, plus the amount permitted to be deposited therein from proceeds of the Bonds pursuant to Section 148(d)(1) of the Code and Regulations; (b) the maximum annual debt service on the Bonds and the 2011 Bonds in any Bond Year; and (c) 125% of average annual debt service on the Bonds and 2011 Bonds. If Parity Bonds which are to be secured by the Reserve Account are issued, the Reserve Requirement shall mean an amount, determined as of the date of issuance of the Parity Bonds, equal to the least of (a) the amount required to be on deposit in the Reserve Account prior to the issuance of such Parity Bonds, plus the amount permitted to be deposited therein from proceeds of the Parity Bonds pursuant to Section 148(d)(1) of the Code and Regulations; (b) the maximum annual debt service on outstanding obligations secured by the Reserve Account and the Parity Bonds to be issued; and (c) 125% of average annual debt service on the outstanding obligations secured by the Reserve Account and the Parity Bonds to be issued.

"Revenues" or "Gross Earnings" means the gross earnings of the System, including earnings of the System derived from waterworks charges imposed by the City, all payments to the City under any service agreements between the City and any contract users of the System, and any other monies received from any source including all rentals and fees and any special assessments levied and collected in connection with the Project;

"System" means the entire Waterworks System of the City including all property of every nature now or hereafter owned by the City for the extraction, collection, storage, treatment, transmission, distribution, metering and discharge of industrial and potable public water, including all improvements and extensions thereto made by the City while any of the Bonds and Parity Bonds remain outstanding, including all real and personal property of every nature comprising part of or used or useful in connection with such Waterworks System and including all appurtenances, contracts, leases, franchises and other intangibles.

Section 4. Income and Revenue Funds. When the Bonds shall have been delivered in whole or in part, the Revenues shall be set aside into the following separate and special funds, which were created and established by an ordinance adopted on March 17, 1964, continued by the 2011 Resolution, the 2012 Resolution and the 2017 Resolution and are hereby further continued and shall be used and applied as described below:

- (a) Waterworks System Operation and Maintenance Fund (the "Operation and Maintenance Fund"), which shall be used for the payment of Current Expenses.
- (b) Waterworks System Revenue Bond and Interest Special Redemption Fund (the "Debt Service Fund"), which shall be used for the payment of the principal of, premium, if any, and interest on the Prior Bonds, the Bonds and Parity Bonds as the same becomes due.
- (c) Reserve Account, which was established by a resolution adopted December 6, 1995 and is hereby continued within the Debt Service Fund which shall be used for the payment of the principal and interest on the Bonds, the 2011 Bonds and any Parity Bonds secured by the Reserve Account at any time when there shall be insufficient money in the Debt Service Fund for said purpose. The Reserve Account does not secure the principal of or interest on the 2012 Bonds or the 2017 Bonds.
- (d) Waterworks System Depreciation Fund (the "Depreciation Fund"), which shall be used to provide a proper and adequate depreciation account for the System.
- (e) Waterworks System Surplus Fund (the "Surplus Fund"), which shall first be used whenever necessary to meet requirements of the Operation and Maintenance Fund including the one month reserve, the Debt Service Fund, including the Reserve Account, and the Depreciation Fund. Any money then remaining in the Surplus Fund at the end of any Fiscal Year may be used only as permitted and in the order specified in Section 66.0811(2), Wis. Stats. Money thereafter remaining in the Surplus Fund may be transferred to any of the funds or accounts provided in this section.

Section 4A. Application of Revenues. After the delivery of the Bonds, the Gross Earnings of the System shall be deposited monthly to the funds listed below in the following order of priority and in the manner set forth below:

- (a) to the Operation and Maintenance Fund, in an amount equal to the estimated Current Expenses for such month and for the following month (after giving effect to available amounts in said Fund from prior deposits);
- (b) to the Debt Service Fund, an amount equal to one-sixth (1/6) of the next installment of interest coming due on the Prior Bonds, the Bonds and any Parity Bonds then outstanding and an amount equal to one-twelfth (1/12) of the installment of principal of the Prior Bonds, the Bonds and any Parity Bonds

coming due during such Bond Year (after giving effect to available amounts in said Fund from accrued interest, any premium or any other source);

- (c) to the Reserve Account only at such times that the amount on deposit is not equal to the Reserve Requirement, an amount equal to one-twelfth of the Reserve Requirement until the amount accumulated in the Reserve Account (after giving effect to amounts deposited in the Reserve Account from Bond Proceeds pursuant to Section 9 hereof, from other funds, from any investment earnings or any other source) equals the Reserve Requirement;
- (d) to the Depreciation Fund, an amount determined by the Common Council to be sufficient to provide a proper and adequate depreciation account for the System; and
- (e) to the Surplus Fund, any amount remaining after the monthly transfers required above have been completed.

Transfers to the Operation and Maintenance Fund, the Debt Service Fund, the Reserve Account, the Depreciation Fund and the Surplus Fund shall be made monthly not later than the tenth day of each month, and such transfer shall be applicable to monies on deposit as of the last day of the month preceding. Any other transfers and deposits to any fund required or permitted by subsection (a) through (e) of this Section, except transfers or deposits which are required to be made immediately or annually, shall be made on or before the tenth day of the month. Any transfer or deposit required to be made at the end of any Fiscal Year shall be made within sixty (60) days after the close of such Fiscal Year. If the tenth day of any month shall fall on a day other than a business day, such transfer or deposit shall be made on the next succeeding business day.

It is the express intent and determination of the Common Council that the amounts deposited in the Debt Service Fund shall be sufficient in any event to pay the interest on the Prior Bonds, the Bonds and any Parity Bonds as the same accrues and the principal thereof as the same matures, and to meet the Reserve Requirement.

The City covenants and agrees that at any time that the Reserve Account is drawn on and the amount in the Reserve Account shall be less than the Reserve Requirement, an amount equal to one-twelfth of the Reserve Requirement will be paid monthly into the Reserve Account from those funds in the Special Redemption Fund, the Operation and Maintenance Fund, the Depreciation Fund and the Surplus Fund which are in excess of the minimum amounts required above to be paid therein until the Reserve Requirement will again have accumulated in the Reserve Account. No such payments need be made into the Reserve Account at such times as the monies in the Reserve Account are equal to the highest remaining annual debt service requirement on the Bonds and Parity Bonds secured by the Reserve Account in any Bond Year. If at any time the amount on deposit in the Reserve Account exceeds the Reserve Requirement, the excess shall be transferred to the Debt Service Fund and used to pay principal and interest on the Bonds and the 2011 Bonds. If for any reason there shall be insufficient funds on hand in the Debt Service Fund to meet principal or interest becoming due on the Bonds, the 2011 Bonds or

Parity Bonds secured by the Reserve Account, then all sums then held in the Reserve Account shall be used to pay the portion of interest or principal on such Bonds, 2011 Bonds or Parity Bonds becoming due as to which there would otherwise be default, and thereupon the payments required above shall again be made into the Reserve Account until an amount equal to the Reserve Requirement is on deposit in the Reserve Account. Funds in the Reserve Account shall not be used to pay principal of or interest on the 2012 Bonds or the 2017 Bonds.

Funds in the Debt Service Fund in excess of the minimum amounts required to be paid therein plus reserve requirements may be transferred to the Surplus Fund.

Money in the Surplus Fund shall first be used when necessary to meet requirements of the Operation and Maintenance Fund including the one month reserve, the Special Redemption Fund including the Reserve Account, and the Depreciation Fund. Any money then remaining in the Surplus Fund at the end of any Fiscal Year may be used only as permitted and in the order specified in Section 66.0811(2), Wisconsin Statutes. Money thereafter remaining in the Surplus Fund may be transferred to any of the funds or accounts created by this section.

Section 5. Service to the City. The reasonable cost and value of any service rendered to the City by the System by furnishing water services for public purposes, including reasonable health protection charges, shall be charged against the City and shall be paid by it in monthly installments as the service accrues, out of the current revenues of the City collected or in the process of collection, exclusive of the Revenues, and out of the tax levy of the City made by it to raise money to meet its necessary current expenses. It is hereby found and determined that the reasonable cost and value of such service to the City in each year shall be in an amount which, together with Revenues of the System, will produce Net Revenues equivalent to not less than 1.25 times the Annual Debt Service Requirement. Such compensation for such service rendered to the City shall, in the manner provided hereinabove, be paid into the separate and special funds described in Section 4 of this Resolution. However, such payment is subject to (a) annual appropriations by the Common Council therefor, (b) approval of the Wisconsin Public Service Commission, or successors to its function, if necessary, and (c) applicable levy limits, if any; and neither this Resolution nor such payment shall be construed as constituting an obligation of the City to make any such appropriation over and above the reasonable cost and value of services rendered to the City and its inhabitants or to make any subsequent payment over and above such reasonable cost and value.

Section 6. Operation of System; City Covenants. It is covenanted and agreed by the City with the owner or owners of the Bonds, and each of them, that:

(a) The City will faithfully and punctually perform all duties with reference to the System required by the Constitution and Statutes of the State of Wisconsin, including the making and collecting of reasonable and sufficient rates lawfully established for services rendered by the System, and will collect and segregate the Revenues of the System and apply them to the respective funds and accounts described hereinabove;

(b) The City will not sell, lease, or in any manner dispose of the System, including any part thereof or any additions, extensions, or improvements that may be made part

thereto, except that the City shall have the right to sell, lease or otherwise dispose of any property of the System found by the Common Council to be neither necessary nor useful in the operation of the System, provided the proceeds received from such sale, lease or disposal shall be paid into the Debt Service Fund or applied to the acquisition or construction of capital facilities for use in the normal operation of the System, and such payment shall not reduce the amounts otherwise required to be paid into the Debt Service Fund;

(c) The City will cause the Project to be completed as expeditiously as reasonably possible;

(d) The City will pay or cause to be paid all lawful taxes, assessments, governmental charges, and claims for labor, materials or supplies which if unpaid could become a lien upon the System or its Revenues or could impair the security of the Bonds;

(e) The City will maintain in reasonably good condition and operate the System, and will establish, charge and collect such lawfully established rates and charges for the service rendered by the System, so that in each Fiscal Year Net Revenues shall not be less than 125% of the Annual Debt Service Requirement, and so that the Revenues of the System herein agreed to be set aside to provide for the payment of the Prior Bonds, the Bonds and Parity Bonds and the interest thereon as the same becomes due and payable, and to meet the Reserve Requirement, will be sufficient for those purposes;

(f) The City will prepare a budget not less than sixty days prior to the end of each Fiscal Year and, in the event such budget indicates that the Net Revenues for each Fiscal Year will not exceed the Annual Debt Service Requirement for each corresponding Fiscal Year by the proportion stated hereunder, will take any and all steps permitted by law to increase rates so that the aforementioned proportion of Net Revenues to the Annual Debt Service Requirement shall be accomplished as promptly as possible;

(g) The City will keep proper books and accounts relative to the System separate from all other records of the City and will cause such books and accounts to be audited annually by a recognized independent firm of certified public accountants including a balance sheet and a profit and loss statement of the System as certified by such accountants. Each such audit, in addition to whatever matters may be thought proper by the accountants to be included therein shall include the following: (1) a statement in detail of the income and expenditures of the System for the Fiscal Year; (2) a statement of the Net Revenues of the System for such Fiscal Year; (3) a balance sheet as of the end of such Fiscal Year; (4) the accountants' comment regarding the manner in which the City has carried out the requirements of this Resolution and the accountants' recommendations for any changes or improvements in the operation of the System; (5) the number of connections to the System at the end of the Fiscal Year, for each user classification (i.e., residential, commercial, public and industrial); (6) a list of the insurance policies in force at the end of the Fiscal Year setting out as to each policy the amount of the policy, the risks covered, the name of the insurer, and the expiration date of the policy; and (7) the volume of water used as the basis for computing the service charge. The owners of any of the Bonds shall have at all reasonable times the right to inspect the System and the records, accounts and data of the City relating thereto; and

(h) So long as any of the Bonds are outstanding the City will carry for the benefit of the owners of the Bonds insurance of the kinds and in the amounts normally carried by private companies or other public bodies engaged in the operation of similar systems. All money received for loss of use and occupancy shall be considered Revenue of the System payable into the separate funds and accounts named in Section 4 of this Resolution. All money received for losses under any casualty policies shall be used in repairing the damage or in replacing the property destroyed provided that if the Common Council shall find it is inadvisable to repair such damage or replace such property and that the operation of the System has not been impaired thereby, such money shall be deposited in the Debt Service Fund, but in that event such payments shall not reduce the amounts otherwise required to be paid into the Debt Service Fund.

Section 7. Additional Bonds. The Bonds are issued on a parity with the Prior Bonds. No bonds or obligations payable out of the Revenues of the System may be issued in such manner as to enjoy priority over the Bonds. Additional obligations may be issued if their lien and pledge is junior and subordinate to that of the Bonds. Parity Bonds may be issued only if all of the following conditions are met:

(i) (a) The Net Revenues for the last completed Fiscal Year preceding the issuance of such additional obligations must have been at least equal to one and one-quarter (1.25) times the average combined annual interest and principal requirements on all Bonds and any Parity Bonds then outstanding payable from the revenues of the System (other than Bonds and any Parity Bonds being refunded), and the obligations so proposed to be issued, for any succeeding Fiscal Year in which there shall be a principal maturity on such outstanding bonds; provided, however, that if prior to the authorization of such additional obligations the City shall have adopted and put into effect a revised schedule of rates, then the Net Revenues of the System for the last completed Fiscal Year which would, in the written opinion of an independent consulting engineer or independent certified public accountant employed for that purpose, have resulted from such rates had they been in effect for such period may be used in lieu of the actual Net Revenues for the last completed Fiscal Year; or

(b) An independent certified public accountant or consulting professional engineer provides a certificate setting forth for each of the three Fiscal Years commencing with the Fiscal Year following that in which the projects financed by such additional obligations are to be completed, the projected Net Revenues and the maximum annual interest and principal requirements on all bonds outstanding payable from the Gross Revenues of the System and on the obligations then to be issued (the "Maximum Annual Debt Service Requirement"); and demonstrating that for each such Fiscal Year the projected Net Revenues will be in an amount not less than 125% of such Maximum Annual Debt Service Requirement;

(ii) The payments required to be made into the funds and accounts enumerated in Section 4 of this Resolution (including the Reserve Account, but not the Surplus Fund) must have been made in full.

(iii) The additional obligations must have principal maturing on May 1 of each year in which principal falls due and interest falling due on May 1 and November 1 of each year.

(iv) If the additional obligations are to be secured by the Reserve Account, the amount on deposit in the Reserve Account must be equal to the Reserve Requirement applicable upon the issuance of Parity Bonds as defined in Section 3 of this Resolution.

(v) The proceeds of the additional obligations must be used only for the purpose of providing additions, extensions or improvements to the System, or to refund obligations issued for such purpose.

While the 2012 Bonds and the 2017 Bonds are outstanding, additional obligations may be issued on a parity with the Bonds as to the pledge of Revenues of the System only if the conditions set forth in the 2012 Resolution and the 2017 Resolution are met.

Section 8. Sale of Bonds. The bid of the Purchaser for the purchase price set forth in the Proposal be and it hereby is accepted and the Mayor and City Clerk are authorized and directed to execute an acceptance of the offer of said successful bidder on behalf of the City. The good faith deposit of the Purchaser shall be applied as provided for in the Notice of Sale and any good faith deposits submitted by unsuccessful bidders shall be promptly returned. The officers of the City are authorized and directed to do any and all acts necessary to conclude delivery of the Bonds to the Purchaser, upon receipt of the purchase price, as soon after adoption of this Resolution as is convenient.

Section 9. Application of Bond Proceeds. All accrued interest received from the sale of the Bonds shall be deposited into the Debt Service Fund. An amount of proceeds of the Bonds sufficient to make the amount currently on deposit in the Reserve Account equal to the Reserve Requirement shall be deposited in the Reserve Account. The balance of the proceeds, less the expenses incurred in authorizing, issuing and delivering the Bonds, shall be deposited in a special fund designated as "Waterworks System Improvement Fund." Said special fund shall be adequately secured and used solely for the purpose of meeting costs of extending, adding to and improving the System, as described in the preamble hereof. The balance remaining in said Improvement Fund after paying said costs shall be transferred to the Debt Service Fund for use in payment of principal of and interest on the Bonds.

Section 10. Amendment to Resolution. After the issuance of any of the Bonds, no change or alteration of any kind in the provisions of this Resolution may be made until all of the Bonds have been paid in full as to both principal and interest, or discharged as herein provided, except:

a. The City may, from time to time, amend this Resolution without the consent of any of the owners of the Bonds, but only to cure any ambiguity, administrative conflict, formal defect, or omission or procedural inconsistency of this Resolution; and

b. This Resolution may be amended, in any respect, with the written consent of the owners of not less than two-thirds of the principal amount of the Bonds then outstanding,

exclusive of Bonds held by the City; provided, however, that no amendment shall permit any change in the pledge of Revenues derived from the System, or in the maturity of any Bond issued hereunder, or a reduction in the rate of interest on any Bond, or in the amount of the principal obligation thereof, or in the amount of the redemption premium payable in the case of redemption thereof, or change the terms upon which the Bonds may be redeemed or make any other modification in the terms of the payment of such principal or interest without the written consent of the owner of each such Bond to which the change is applicable.

Section 11. Defeasance. When all Bonds have been discharged, all pledges, liens, covenants and other rights granted to the owners thereof by this Resolution shall cease. The City may discharge all Bonds due on any date by depositing into a special account on or before that date a sum sufficient to pay the same in full; or if any Bonds should not be paid when due, it may nevertheless be discharged by depositing into a special account a sum sufficient to pay it in full with interest accrued from the due date to the date of such deposit. The City, at its option, may also discharge all Bonds called for redemption on any date when they are prepayable according to their terms, by depositing into a special account on or before that date a sum sufficient to pay them in full, with the required redemption premium, if any, provided that notice of redemption has been duly given as required by this Resolution. The City, at its option, may also discharge all Bonds of said issue at any time by irrevocably depositing in escrow with a suitable bank or trust company a sum of cash and/or bonds or securities issued or guaranteed as to principal and interest of the U.S. Government, or of a commission, board or other instrumentality of the U.S. Government, maturing on the dates and bearing interest at the rates required to provide funds sufficient to pay when due the interest to accrue on each of said Bonds to its maturity or, at the City's option, if said Bond is prepayable to any prior date upon which it may be called for redemption, and to pay and redeem the principal amount of each such Bond at maturity, or at the City's option, if said Bond is prepayable, at its earliest redemption date, with the premium required for such redemption, if any, provided that notice of the redemption of all prepayable Bonds on such date has been duly given or provided for. Upon such payment or deposit, in the amount and manner provided by this Section, all liability of the City with respect to the Bonds shall cease, terminate and be completely discharged, and the owners thereof shall be entitled only to payment out of the money so deposited.

Section 12. Investments and Arbitrage. Monies accumulated in any of the funds and accounts referred to in Sections 4 and 9 hereof which are not immediately needed for the respective purposes thereof, may be invested in legal investments subject to the provisions of Sec. 66.0603(1m), Wisconsin Statutes, until needed. All income derived from such investments shall be credited to the fund or account from which the investment was made; provided, however, that at any time that the Reserve Requirement is on deposit in the Reserve Account, any income derived from investment of the Reserve Account shall be deposited into the Debt Service and used to pay principal and interest on the Bonds. A separate banking account is not required for each of the funds and accounts established under this Resolution; however, the monies in each fund or account shall be accounted for separately by the City and used only for the respective purposes thereof. The proceeds of the Bonds shall be used solely for the purposes for which they are issued but may be temporarily invested until needed in legal investments. No such investment shall be made in such a manner as would cause the Bonds to be "arbitrage

bonds" within the meaning of Section 148 of the Code or the Regulations of the Commissioner of Internal Revenue thereunder (the "Regulations").

An officer of the City, charged with the responsibility for issuing the Bonds, shall, on the basis of the facts, estimates and circumstances in existence on the date of closing, make such certifications as are necessary to permit the conclusion that the Bonds are not "arbitrage bonds" under Section 148 of the Code or the Regulations.

Section 13. Resolution a Contract. The provisions of this Resolution shall constitute a contract between the City and the owner or owners of the Bonds, and after issuance of any of the Bonds no change or alteration of any kind in the provisions of this Resolution may be made, except as provided in Section 10, until all of the Bonds have been paid in full as to both principal and interest. The owner or owners of any of the Bonds shall have the right in addition to all other rights, by mandamus or other suit or action in any court of competent jurisdiction, to enforce such owner's or owners' rights against the City, the governing body thereof, and any and all officers and agents thereof including, but without limitation, the right to require the City, its governing body and any other authorized body, to fix and collect rates and charges fully adequate to carry out all of the provisions and agreements contained in this Resolution.

Section 14. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Bonds eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the City agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations which the City Clerk or other authorized representative of the City is authorized and directed to execute and deliver to DTC on behalf of the City to the extent an effective Blanket Issuer Letter of Representations is not presently on file in the City Clerk's office.

Section 15. Payment of the Bonds; Fiscal Agent. The principal of and interest on the Bonds shall be paid by [_____, _____, _____], which is hereby appointed as the City's registrar and fiscal agent pursuant to the provisions of Section 67.10(2), Wisconsin Statutes [the City Clerk or City Treasurer] (the "Fiscal Agent"). [The City hereby authorizes the Mayor and City Clerk or other appropriate officers of the City to enter a Fiscal Agency Agreement between the City and the Fiscal Agent. Such contract may provide, among other things, for the performance by the Fiscal Agent of the functions listed in Wis. Stats. Sec. 67.10(2)(a) to (j), where applicable, with respect to the Bonds].

Section 16. Persons Treated as Owners; Transfer of Bonds. The City shall cause books for the registration and for the transfer of the Bonds to be kept by the Fiscal Agent. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Bond shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

Any Bond may be transferred by the registered owner thereof by surrender of the Bond at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment

duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the Mayor and City Clerk shall execute and deliver in the name of the transferee or transferees a new Bond or Bonds of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Bond surrendered for transfer.

The City shall cooperate in any such transfer, and the Mayor and City Clerk are authorized to execute any new Bond or Bonds necessary to effect any such transfer.

Section 17. Record Date. The fifteenth day of each calendar month next preceding each interest payment date shall be the record date for the Bonds (the "Record Date"). Payment of interest on the Bonds on any interest payment date shall be made to the registered owners of the Bonds as they appear on the registration book of the City at the close of business on the Record Date.

Section 18. Compliance with Federal Tax Laws. (a) The City represents and covenants that the Project and the ownership, management and use of the Project will not cause the Bonds to be "private activity bonds" within the meaning of Section 141 of the Code. The City further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Bonds including, if applicable, the rebate requirements of Section 148(f) of the Code. The City further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Bonds) if taking, permitting or omitting to take such action would cause any of the Bonds to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Bonds to be included in the gross income of the recipients thereof for federal income tax purposes. The City Clerk or other officer of the City charged with the responsibility of issuing the Bonds shall provide an appropriate certificate of the City certifying that the City can and covenanting that it will comply with the provisions of the Code and Regulations.

(b) The City also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Bonds provided that in meeting such requirements the City will do so only to the extent consistent with the proceedings authorizing the Bonds and the laws of the State of Wisconsin and to the extent that there is a reasonable period of time in which to comply.

The foregoing covenants shall remain in full force and effect, notwithstanding the defeasance of the Bonds, until the date on which all of the Bonds have been paid in full.

Section 19. Designation as Qualified Tax-Exempt Obligations. The Bonds are hereby designated as "qualified tax-exempt obligations" for purposes of Section 265 of the Code, relating to the ability of financial institutions to deduct from income for federal income tax purposes, interest expense that is allocable to carrying and acquiring tax-exempt obligations.

Section 20. Payment of Issuance Expenses. The City authorizes the Purchaser to forward the amount of the proceeds of the Bonds allocable to the payment of issuance expenses to Old National Bank or its successor at Closing for further distribution as directed by Ehlers.

Section 21. Official Statement. The Common Council hereby approves the Preliminary Official Statement with respect to the Bonds and deems the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the City in connection with the preparation of such Preliminary Official Statement and any addenda to it or Final Official Statement are hereby ratified and approved. In connection with the closing of the Bonds, the appropriate City official shall certify the Preliminary Official Statement and any addenda or Final Official Statement. The City Clerk shall cause copies of the Preliminary Official Statement and any addenda or Final Official Statement to be distributed to the Purchaser.

Section 22. Undertaking to Provide Continuing Disclosure. The City hereby covenants and agrees, for the benefit of the owners of the Bonds, to enter into a written undertaking (the "Undertaking") required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Bonds or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the City to comply with the provisions of the Undertaking shall not be an event of default with respect to the Bonds).

The City Clerk, or other officer of the City charged with the responsibility for issuing the Bonds, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the City's Undertaking.

Section 23. Record Book. The City Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Bonds in the Record Book.

Section 24. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Bonds, the officers of the City are authorized to take all actions necessary to obtain such municipal bond insurance. The Mayor and City Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Mayor and City Clerk including provisions regarding restrictions on investment of Bond proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Bonds by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Bond provided herein.

Section 25. Execution of the Bonds; Closing; Professional Services. The Bonds shall be issued in printed form, executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Clerk, authenticated, if required, by the Fiscal Agent, sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the City of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Bonds may be imprinted on the Bonds in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Bonds, at least one of the signatures appearing on each Bond shall be a manual signature. In the event that either of the officers whose signatures appear on the Bonds shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Bonds and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The City hereby authorizes the officers and agents of the City to enter into, on its behalf, agreements and contracts in conjunction with the Bonds, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Bonds is hereby ratified and approved in all respects.

Section 26. Conflicting Ordinances or Resolutions. All prior ordinances, resolutions (other than the 2011 Resolution, the 2012 Resolution and the 2017 Resolution), rules, or orders, or parts thereof heretofore enacted, adopted or entered, in conflict with the provisions of this Resolution, are hereby repealed and this Resolution shall be in effect from and after its passage. In case of any conflict between this Resolution and the 2011 Resolution, the 2012 Resolution or the 2017 Resolution, the 2011 Resolution, the 2012 Resolution or the 2017 Resolution shall control so long as bonds issued by the 2011 Resolution, the 2012 Resolution or the 2017 Resolution are outstanding.

Adopted, approved and recorded May 7, 2019.

Jeannie Hefty
Mayor

ATTEST:

Diahn C. Halbach
City Clerk

(SEAL)

EXHIBIT A

Notice of Sale

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT B

Bid Tabulation

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT C

Winning Bid

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT D-1

Pricing Summary

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT D-2

Debt Service Schedule

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

[EXHIBIT MRP

Mandatory Redemption Provision

The Bonds due on May 1, ____, ____, and ____ (the "Term Bonds") are subject to mandatory redemption prior to maturity by lot (as selected by the Depository) at a redemption price equal to One Hundred Percent (100%) of the principal amount to be redeemed plus accrued interest to the date of redemption, from debt service fund deposits which are required to be made in amounts sufficient to redeem on May 1 of each year the respective amount of Term Bonds specified below:

For the Term Bonds Maturing on May 1, ____

<u>Redemption Date</u>	<u>Amount</u>
____	\$ ____
____	____
____	____ (maturity)

For the Term Bonds Maturing on May 1, ____

<u>Redemption Date</u>	<u>Amount</u>
____	\$ ____
____	____
____	____ (maturity)

For the Term Bonds Maturing on May 1, ____

<u>Redemption Date</u>	<u>Amount</u>
____	\$ ____
____	____
____	____ (maturity)

For the Term Bonds Maturing on May 1, ____

<u>Redemption Date</u>	<u>Amount</u>
____	\$ ____
____	____
____	____ (maturity)]

EXHIBIT E

(Form of Bond)

REGISTERED UNITED STATES OF AMERICA DOLLARS
STATE OF WISCONSIN
RACINE AND WALWORTH COUNTIES
NO. R-____ CITY OF BURLINGTON \$_____
WATERWORKS SYSTEM REVENUE BOND, SERIES 2019B

MATURITY DATE: ORIGINAL DATE OF ISSUE: INTEREST RATE: CUSIP:
May 1, _____ May 30, 2019 _____% _____

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _____ THOUSAND DOLLARS
(\$_____)

FOR VALUE RECEIVED, the City of Burlington, Racine and Walworth Counties, Wisconsin (the "City"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), solely from the fund hereinafter specified, on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest is payable semi-annually on May 1 and November 1 of each year commencing on November 1, 2019 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Bond are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Bond is registered on the Bond Register maintained by [the City Clerk or City Treasurer] [_____] (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding the semi-annual interest payment date (the "Record Date"). This Bond is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

The Bonds maturing on May 1, 2029 and thereafter are subject to redemption prior to maturity, at the option of the City, on May 1, 2028 or on any date thereafter. Said Bonds are redeemable as a whole or in part, and if in part, from maturities selected by the City and within each maturity, by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

[The Bonds maturing in the years _____ are subject to mandatory redemption by lot as provided in the Resolution referenced below, at the redemption price of par plus accrued interest to the date of redemption and without premium.]

In the event the Bonds are redeemed prior to maturity, as long as the Bonds are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by the Depository, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all of the Bonds of a maturity are to be called for redemption, the Bonds of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Bonds called for redemption, CUSIP numbers, and the date of redemption. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Bonds shall cease to bear interest on the specified redemption date provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Bonds shall no longer be deemed to be outstanding.

This Bond is one of an issue aggregating \$1,655,000, issued for the purpose of paying the cost of financing additions, improvements and extensions to the City's Waterworks System, pursuant to Article XI, Section 3, of the Wisconsin Constitution, Section 66.0621, Wisconsin Statutes, acts supplementary thereto and a Resolution adopted May 7, 2019, and entitled: "A Resolution Authorizing the Issuance and Sale of \$1,655,000 Waterworks System Revenue Bonds, Series 2019B of the City of Burlington, Racine and Walworth Counties, and Providing for the Payment of the Bonds and Other Details With Respect to the Bonds" (the "Resolution") and is payable only from the income and revenues of the Waterworks System. Such revenues have been set aside and pledged as a special fund for that purpose and identified as "Debt Service Fund", created by an ordinance adopted by the City on March 17, 1964 and continued by the Resolution. The Bonds are issued on a parity with the City's Waterworks System Revenue Refunding Bonds, Series 2011A, dated November 15, 2011, the Waterworks System Revenue Bonds, Series 2012, dated February 22, 2012 and the Taxable Waterworks System Revenue Bonds, Series 2017C, dated June 28, 2017. This Bond does not constitute an indebtedness of the City within the meaning of any constitutional or statutory debt limitation or provision.

This Bond has been designated by the Common Council as a "qualified tax-exempt obligation" pursuant to the provisions of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

This Bond is transferable only upon the books of the City kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Bonds, and the City appoints another depository, upon surrender of the Bond to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, upon surrender of this Bond together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly

authorized attorney. Thereupon a new fully registered Bond in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the City for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Bonds (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Bonds, or (iii) with respect to any particular Bond, after such Bond has been called for redemption. The Fiscal Agent and City may treat and consider the Depository in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Bonds are issuable solely as negotiable, fully-registered Bonds without coupons in the denomination of \$5,000 or any integral multiple thereof.

It is hereby certified, recited and declared that all conditions, things and acts required by law to exist, happen, and be performed precedent to and in the issuance of this Bond have existed, have happened and have been performed in due time, form and manner as required by law; and that sufficient of the income and revenue to be received by said City from the operation of its Waterworks System has been pledged to and will be set aside into a special fund for the payment of the principal of and interest on this Bond.

[This Bond shall not be valid or obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Fiscal Agent.]

IN WITNESS WHEREOF, the City of Burlington, Racine and Walworth Counties, Wisconsin, by its governing body, has caused this Bond to be executed for it and in its name by the manual or facsimile signatures of its duly qualified Mayor and City Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

CITY OF BURLINGTON,
RACINE AND WALWORTH COUNTIES,
WISCONSIN

By: _____
Jeannie Hefty
Mayor

(SEAL)

By: _____
Diahn C. Halbach
City Clerk

DRAFT

[Date of Authentication: _____, _____]

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds of the issue authorized by the within-mentioned resolution of the City of Burlington, Racine and Walworth Counties, Wisconsin.

_____, _____

By _____
Authorized Signatory]

DRAFT

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

the within Bond and all rights thereunder and hereby irrevocably constitutes and appoints _____, Legal Representative, to transfer said Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

(e.g. Bank, Trust Company
or Securities Firm)

(Depository or Nominee Name)

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

(Authorized Officer)



DATE: May 7, 2019

SUBJECT: RESOLUTION 4950(3) - To consider approving an Extraterritorial Zoning Certified Survey Map for property located at 1225 Browns Lake Drive.

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

BACKGROUND/HISTORY:

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

This Certified Survey Map has been submitted for review by Arthur and Eileen Naber for property located at the 1225 Browns Lake Drive in the Town of Burlington. The applicant would like to create two lots, each which is compliant with the Design Standards for Blocks and Lots as established by Chapter 16.32 of the Town of Burlington Code of Ordinances. Both of the proposed lots would retain their R-3 zoning classification, and both lots are compliant with the dimensional requirements for properties within the R-3 zoning district.

The Town of Burlington Planning and Zoning Committee approved this CSM at their March 14, 2019, meeting.

BUDGET/FISCAL IMPACT:

N/A

RECOMMENDATION:

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

TIMING/IMPLEMENTATION:

This item is for discussion at the May 7, 2019, Committee of the Whole meeting and for final consideration at the Common Council meeting the same night.

Attachments

- ETZ map
- Resolution

A RESOLUTION APPROVING A CERTIFIED SURVEY MAP FOR ARTHUR AND EILEEN NABER FOR PROPERTY LOCATED AT 1225 BROWNS LAKE DRIVE IN THE TOWN OF BURLINGTON, WITHIN THE CITY'S EXTRATERRITORIAL PLAT JURISDICTION

WHEREAS, the Plan Commission of the City of Burlington has reviewed a certified survey map shown hereon, proposed and submitted by Arthur and Eileen Naber for property located at 1225 Browns Lake Drive in the Town of Burlington; for property described as:

BEING A REDIVISION OF LOT 2 OF CERTIFIED SURVEY MAP NO. 2769 AS RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS IN AND FOR RACINE COUNTY, WISCONSIN AS DOCUMENT NO. 2076005 ON MARCH 13, 2006 AND BEING LOCATED IN PART OF GOVERNMENT LOTS 6 AND 7 AND PART OF THE SOUTHEAST ¼ AND THE NORTHEAST ¼ OF SECTION OR THE SOUTHWEST ¼ OF SECTION 22, TOWNSHIP 3 NORTH, RANGE 19 EAST OF THE FOURTH PRINCIPAL MERIDIAN IN THE TOWNSHIP OF BURLINGTON, COUNTY OF RACINE, STATE OF WISCONSIN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUT ¼ CORNER OF SAID SECTION 22; THENCE NORTH 02°03'39" WEST ALONG THE NORTH-SOUTH ¼ SECTION LINE OF SAID SECTION 850.35 FEET (RECORDED AS 849.91 FEET) TO THE PLACE OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 53°22'31" WEST 696.77 FEET (RECORDED AS NORTH 53°21'14" WEST 697.40 FEET) TO A POINT ON THE EASTERLY LINE OF C.T.H "W", THENCE NORTHEASTERLY 318.33 FEET ALONG SAID EASTERLY LINE, BEING THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 2934.79 FEET, A CENTRAL ANGLE OF 06°12'53" AND WHOSE LONG CHORD BEARS NORTH 21°36'08" EAST 318.17 FEET; THENCE NORTH 17°04'05" EAST ALONG SAID EASTERLY LINE 152.16 FEET TO A POINT ON THE SOUTHERLY LINE OF C.T.H. "A", THENCE SOUTH 75°22'44" EAST ALONG SAID SOUTHERLY LINE 200.02 FEET; THENCE SOUTHEASTERLY 245.27 FEET ALONG SAID SOUTHERLY LINE, BEING THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 868.51 FEET, A CENTRAL ANGLE OF 16°10'51" AND WHOSE LONG CHORD BEARS SOUTH 83°28'20" EAST 244.46 FEET; THENCE SOUTH 01°33'36" EAST 10.00 FEET; THENCE NORTHEASTERLY 288.91 FEET ALONG SAID SOUTHERLY LINE, BEING THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 878.51 FEET, A CENTRAL ANGLE OF 24°05'56" AND WHOSE LONG CHORD BEARS NORTH 79°01'08" EAST 287.61 FEET; THENCE NORTH 69°35'51" EAST ALONG SAID SOUTHERLY LINE 80.82 FEET; THENCE NORTH 20°24'09" WEST ALONG SAID SOUTHERLY LINE 10.00 FEET; THENCE NORTH 69°35'51" EAST ALONG SAID SOUTHERLY LINE 36.48 FEET; THENCE SOUTH 01°52'21" EAST 387.26 FEET; THENCE SOUTH 88°06'16" WEST 457.63 FEET TO A POINT ON THE NORTH-SOUTH ¼ SECTION LINE OF SECTION 22; THENCE SOUTH 02°03'39" EAST 471.82 FEET TO THE PLACE OF BEGINNING. CONTAINING 10.15 ACRES OF LAND MORE OR LESS.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Burlington, Racine County and Walworth County, State of Wisconsin, that the attached certified survey map prepared on March 15, 2019 by Robert J. Wetzel, WLS, is hereby approved.

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

Introduced: May 7, 2019
Adopted: , 2019

Jeannie Hefty, Mayor

Attest:

Diahn Halbach, City Clerk

CERTIFIED SURVEY MAP NO. _____.

BEING A REDIVISION OF LOT 2 OF CERTIFIED SURVEY MAP NO. 2769 AS RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS IN AND FOR RACINE COUNTY, WISCONSIN AS DOCUMENT NO. 2076005 ON MARCH 13, 2006 AND BEING LOCATED IN PART OF GOVERNMENT LOTS 6 AND 7 AND PART OF THE SOUTHEAST 1/4 AND THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 3 NORTH, RANGE 19 EAST OF THE FOURTH PRINCIPAL MERIDIAN IN THE TOWNSHIP OF BURLINGTON, COUNTY OF RACINE, STATE OF WISCONSIN.

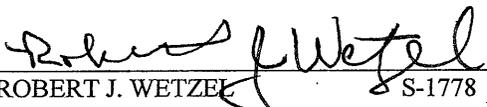
OWNERS: ARTHUR A. AND EILEEN C. NABER
29929 PLANK RD.
BURLINGTON, WI 53105

PREPARED BY: B.W. SURVEYING, INC.
412 N. PINE STREET
BURLINGTON, WI 53105
JOB NO. 9781-CSM

LEGAL DESCRIPTION:

BEING A REDIVISION OF LOT 2 OF CERTIFIED SURVEY MAP NO. 2769 AS RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS IN AND FOR RACINE COUNTY, WISCONSIN AS DOCUMENT NO. 2076005 ON MARCH 13, 2006 AND BEING LOCATED IN PART OF GOVERNMENT LOTS 6 AND 7 AND PART OF THE SOUTHEAST 1/4 AND THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 3 NORTH, RANGE 19 EAST OF THE FOURTH PRINCIPAL MERIDIAN IN THE TOWNSHIP OF BURLINGTON, COUNTY OF RACINE, STATE OF WISCONSIN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTH 1/4 CORNER OF SAID SECTION 22; THENCE NORTH 02°03'39" WEST ALONG THE NORTH-SOUTH 1/4 SECTION LINE OF SAID SECTION 850.35 FEET (RECORDED AS 849.91 FEET) TO THE PLACE OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 53°22'31" WEST 696.77 FEET (RECORDED AS NORTH 53°21'14" WEST 697.40 FEET) TO A POINT ON THE EASTERLY LINE OF C.T.H "W"; THENCE NORTHEASTERLY 318.33 FEET ALONG SAID EASTERLY LINE, BEING THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 2934.79 FEET, A CENTRAL ANGLE OF 06°12'53" AND WHOSE LONG CHORD BEARS NORTH 21°36'08" EAST 318.17 FEET; THENCE NORTH 17°04'05" EAST ALONG SAID EASTERLY LINE 152.16 FEET TO A POINT ON THE SOUTHERLY LINE OF C.T.H "A"; THENCE SOUTH 75°22'44" EAST ALONG SAID SOUTHERLY LINE 200.02 FEET; THENCE SOUTHEASTERLY 245.27 FEET ALONG SAID SOUTHERLY LINE, BEING THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 868.51 FEET, A CENTRAL ANGLE OF 16°10'51" AND WHOSE LONG CHORD BEARS SOUTH 83°28'10" EAST 244.46 FEET; THENCE SOUTH 01°33'36" EAST 10.00 FEET; THENCE NORTHEASTERLY 288.91 FEET ALONG SAID SOUTHERLY LINE, BEING THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 878.51 FEET, A CENTRAL ANGLE OF 24°05'56" AND WHOSE LONG CHORD BEARS NORTH 79°01'08" EAST 287.61 FEET; THENCE NORTH 69°35'51" EAST ALONG SAID SOUTHERLY LINE 80.82 FEET; THENCE NORTH 20°24'09" WEST ALONG SAID SOUTHERLY LINE 10.00 FEET; THENCE NORTH 69°35'51" EAST ALONG SAID SOUTHERLY LINE 36.48 FEET; THENCE SOUTH 01°52'21" EAST 387.26 FEET; THENCE SOUTH 88°06'16" WEST 457.63 FEET TO A POINT ON THE NORTH-SOUTH 1/4 SECTION LINE OF SECTION 22; THENCE SOUTH 02°03'39" EAST 471.82 FEET TO THE PLACE OF BEGINNING. CONTAINING 10.15 ACRES OF LAND MORE OR LESS.

DATED THIS 15TH DAY OF MARCH, 2019


ROBERT J. WETZEL S-1778



CERTIFIED SURVEY MAP NO. _____

BEING A REDIVISION OF LOT NO. 2 OF CERTIFIED SURVEY MAP NO. 2769 AS RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS IN AND FOR RACINE COUNTY, WISCONSIN AS DOCUMENT NO. 2076005 ON MARCH 13, 2006 AND BEING LOCATED IN PART OF GOVERNMENT LOTS 6 AND 7 AND PART OF THE SOUTHEAST 1/4 AND THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWN 3 NORTH, RANGE 19 EAST OF THE FOURTH PRINCIPAL MERIDIAN, TOWN OF BURLINGTON, COUNTY OF RACINE AND STATE OF WISCONSIN.

PREPARED FOR: ARTHUR A. AND EILEEN C. NABER
29929 PLANK ROAD
BURLINGTON, WI 53105

PREPARED BY: B.W. SURVEYING, INC.
412 N. PINE STREET
BURLINGTON, WI 53105
(262)-767-0225
JOB NO. 9781-C5M

NOTE: BEARINGS HEREON RELATE TO THE WEST LINE OF THE SOUTHEAST 1/4 OF SECTION 22-3-19, ASSUMED BEARING NORTH 02°03'39" WEST.

LEGEND

- ⊕ FOUND CAST IRON MONUMENT WITH BRASS CAP
- ⊙ FOUND 2" IRON PIPE
- FOUND 3/4" IRON ROD
- FOUND 1" IRON PIPE
- ⊘ SET 1.375" O.D. X 18" IRON PIPE WEIGHING NOT LESS THAN 1.68 POUNDS PER LINEAL FOOT.
- ⚪ SOIL BORING
- () RECORDED AS

CURVE DATA

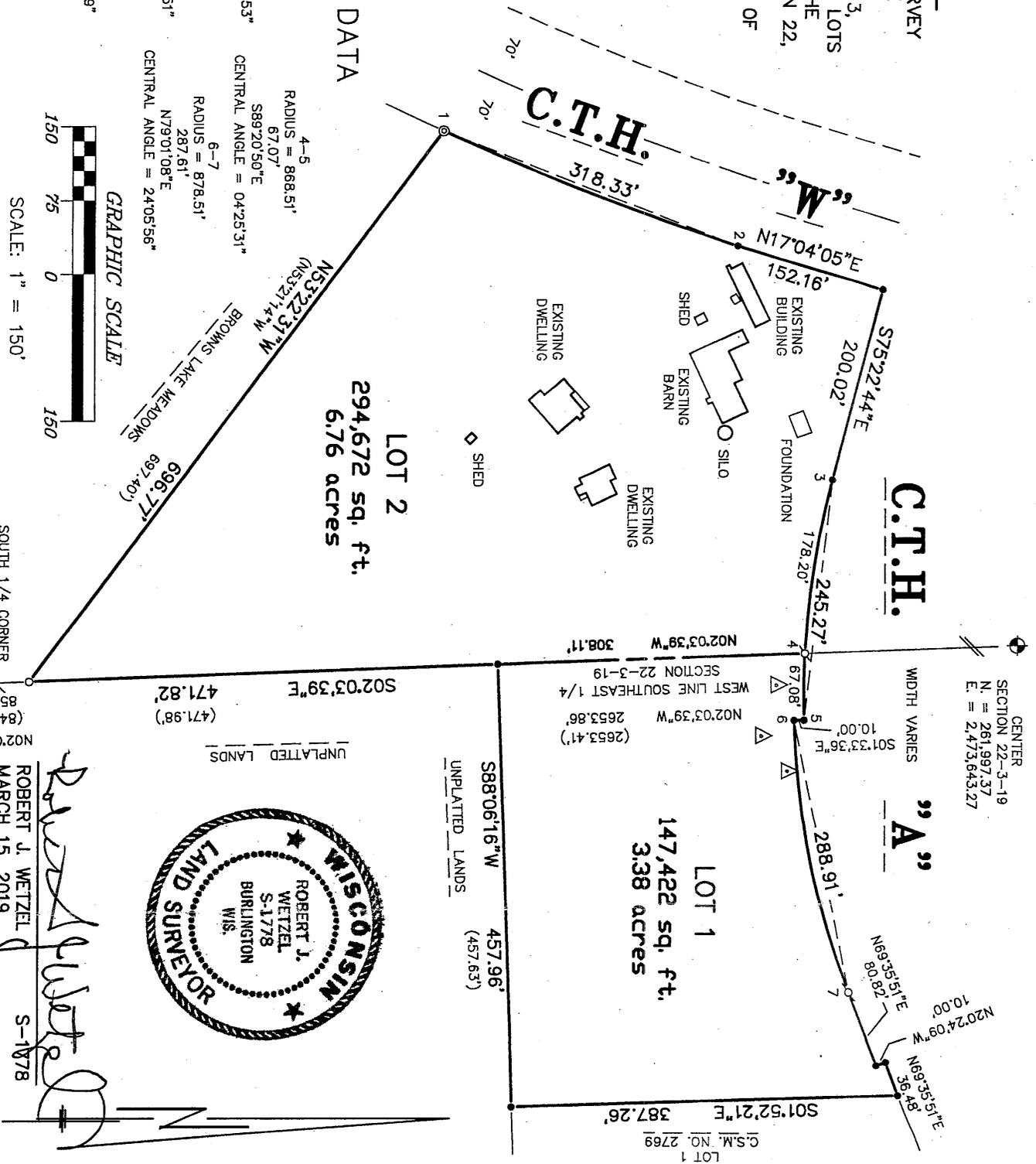
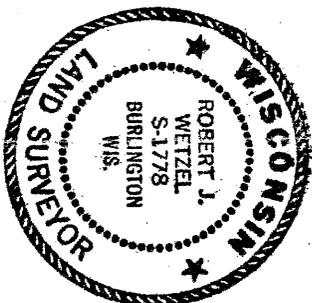
1-2	RADIUS = 2934.79'	4-5	RADIUS = 868.51'
	318.17'		67.07'
	N21°36'08"E		S89°20'50"E
	CENTRAL ANGLE = 06°12'53"		CENTRAL ANGLE = 04°25'31"
3-5	RADIUS = 868.51'	6-7	RADIUS = 878.51'
	244.46'		287.61'
	S83°28'10"E		N79°01'08"E
	CENTRAL ANGLE = 16°10'51"		CENTRAL ANGLE = 24°05'56"
3-4	RADIUS = 868.51'		
	177.88'		
	S81°15'24"E		
	CENTRAL ANGLE = 11°45'19"		



SCALE: 1" = 150'

SOUTH 1/4 CORNER
SECTION 22-3-19
N. = 259,344.77
E. = 2,473,738.22

Robert J. Wetzel
ROBERT J. WETZEL
MARCH 15, 2019
S-1778



CERTIFIED SURVEY MAP NO. _____.

BEING A REDIVISION OF LOT 2 OF CERTIFIED SURVEY MAP NO. 2769 AS RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS IN AND FOR RACINE COUNTY, WISCONSIN AS DOCUMENT NO. 2076005 ON MARCH 13, 2006 AND BEING LOCATED IN PART OF GOVERNMENT LOTS 6 AND 7 AND PART OF THE SOUTHEAST 1/4 AND THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 3 NORTH, RANGE 19 EAST OF THE FOURTH PRINCIPAL MERIDIAN IN THE TOWNSHIP OF BURLINGTON, COUNTY OF RACINE, STATE OF WISCONSIN.

SURVEYOR'S CERTIFICATE:

I, ROBERT J. WETZEL, DO HEREBY CERTIFY THAT AT THE DIRECTION OF ARTHUR A. NABER AND EILEEN C. NABER AS OWNERS, I HAVE SURVEYED THE LAND DESCRIBED HEREON AND THAT THE MAP SHOWN IS A CORRECT REPRESENTATION OF ALL LOT LINES AND THAT I HAVE FULLY COMPLIED WITH CHAPTER 236.34 OF THE WISCONSIN STATUTES, TOWN OF BURLINGTON LAND DIVISION ORDINANCE AND THE CITY OF BURLINGTON SUBDIVISION OF LAND ORDINANCE.

DATED THIS 15TH DAY OF MARCH, 2019

ROBERT J. WETZEL S-1778

OWNER'S CERTIFICATE:

WE, ARTHUR A. NABER AND EILEEN C. NABER HEREBY CERTIFY THAT WE CAUSED THE LAND DESCRIBED ON THIS CERTIFIED SURVEY MAP TO BE SURVEYED, DIVIDED, AND MAPPED AS REPRESENTED HEREON.

DATED THIS _____ DAY OF _____, 201 .

ARTHUR A. NABER EILEEN C. NABER

STATE OF WISCONSIN)
RACINE COUNTY)SS

PERSONALLY CAME BEFORE ME THIS _____ DAY OF _____, 201 , THE ABOVE NAMED ARTHUR A. AND EILEEN C. NABER, TO ME KNOWN TO BE THE PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGE THE SAME.

NOTARY PUBLIC
MY COMMISSION EXPIRES:

DATED THIS 15TH DAY OF MARCH, 2019

Robert J. Wetzel

ROBERT J. WETZEL S-1778



CERTIFIED SURVEY MAP NO. _____.

BEING A REDIVISION OF LOT 2 OF CERTIFIED SURVEY MAP NO. 2769 AS RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS IN AND FOR RACINE COUNTY, WISCONSIN AS DOCUMENT NO. 2076005 ON MARCH 13, 2006 AND BEING LOCATED IN PART OF GOVERNMENT LOTS 6 AND 7 AND PART OF THE SOUTHEAST 1/4 AND THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 3 NORTH, RANGE 19 EAST OF THE FOURTH PRINCIPAL MERIDIAN IN THE TOWNSHIP OF BURLINGTON, COUNTY OF RACINE, STATE OF WISCONSIN.

TOWN OF BURLINGTON TOWN BOARD APPROVAL:

THIS CERTIFIED SURVEY MAP IS HEREBY APPROVED BY THE TOWN OF BURLINGTON TOWN BOARD ON THIS _____ DAY OF _____, 201 .

RALPH RICE TOWN CHAIRMAN

ADELHEID STREIF TOWN CLERK

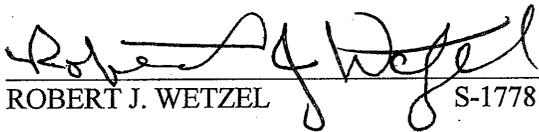
CITY OF BURLINGTON APPROVAL (EXTRATERRITORIAL):

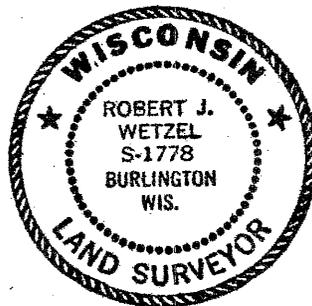
THIS CERTIFIED SURVEY MAP IS HEREBY APPROVED BY THE CITY OF BURLINGTON COMMON COUNCIL ON THIS _____ DAY OF _____, 201 .

JEANNIE HEFTY MAYOR

DIAHNN HALBACH CLERK

DATED THIS 15TH DAY OF MARCH, 2019


ROBERT J. WETZEL S-1778





DATE: May 7, 2019

SUBJECT: **RESOLUTION 4951(4)** - To consider approving an Extraterritorial Zoning Certified Survey Map for property located at 6621 Brever Road.

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

BACKGROUND/HISTORY:

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

This Certified Survey Map has been submitted for review by Bernard and Tamara Brever for property located at the 6621 Brever Road in the Town of Burlington. The applicant would like to create one lot, which is compliant with the Design Standards for Blocks and Lots as established by Chapter 16.32 of the Town of Burlington. The proposed lot would retain the A-2 zoning classification, and the lot is compliant with the dimensional requirements for properties within the A-2 zoning district.

The Town of Burlington Planning and Zoning Committee approved this CSM at their April 11, 2019, meeting.

BUDGET/FISCAL IMPACT:

N/A

RECOMMENDATION:

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

TIMING/IMPLEMENTATION:

This item is for discussion at the May 7, 2019, Committee of the Whole meeting and for final consideration at the Common Council meeting the same night.

Attachments

Res 4951(4) ETZ CSM 6621 Brever Road
ETZ map

A RESOLUTION APPROVING A CERTIFIED SURVEY MAP FOR BERNARD AND TAMARA BREVER FOR PROPERTY LOCATED AT 6621 BREVER ROAD IN THE TOWN OF BURLINGTON, WITHIN THE CITY'S EXTRATERRITORIAL PLAT JURISDICTION

WHEREAS, the Plan Commission of the City of Burlington has reviewed a certified survey map shown hereon, proposed and submitted by Timothy and Joan Warren for property located at 6621 Brever Road in the Town of Burlington; for property described as:

BEING PART OF THE SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 4, AND PART OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 3, TOWNSHIP 2 NORTH, RANGE 19 EAST OF THE FOURTH PRINCIPAL MERIDIAN IN THE TOWNSHIP OF BURLINGTON, COUTNY OF RACINE, STATE OF WISCONSIN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 3, THENCE NORTH 88°28'57" EAST ALONG THE SOUTH LINE OF SAID SOUTHWEST ¼ SECTION 280.04 FEET TO A POINT IN THE CENTER LINE OF BREVER ROAD; THENCE NORTH 21°16'55" WEST ALONG SAID CENTER LINE 335.26 FEET TO THE PLACE OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 88°25'17" WEST 608.03 FEET MORE OR LESS TO A POINT ON THE EASTERLY LINE OF THE FOX RIVER; THENCE NORTHWESTERLY ALONG SAID EASTERLY LINE TO A POINT: THENCE NORTH 84°57'17" EAST 1074.11 FEET MORE OR LESS TO A POINT IN THE CENTER LINE OF BREVER ROAD; THENCE SOUTH 20°45'17" EAST ALONG SAID CENTER LINE 299.69 FEET; THENCE SOUTH 21°16'55" EAST ALONG SAID CENTER LINE 0.29 FEET TO THE PLACE OF BEGINNING. CONTAINING 5.0 ACRES OF LAND MORE OR LESS.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Burlington, Racine County and Walworth County, State of Wisconsin, that the attached certified survey map prepared on November 28, 2018 by Robert J. Wetzel, WLS, is hereby approved.

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

Introduced: May 7, 2019
Adopted: , 2019

Jeannie Hefty, Mayor

Attest:

Diahnn Halbach, City Clerk

CERTIFIED SURVEY MAP NO. _____.

BEING PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 4, AND PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 2 NORTH, RANGE 19 EAST OF THE FOURTH PRINCIPAL MERIDIAN IN THE TOWNSHIP OF BURLINGTON, COUNTY OF RACINE AND STATE OF WISCONSIN.

OWNERS: BERNARD C. AND TAMARA L. BREVER TRUST
6136 BREVER ROAD
BURLINGTON, WI 53105

PREPARED BY: B.W. SURVEYING, INC.
412 N. PINE STREET
BURLINGTON, WI 53105
JOB NO. 9671-CSM

LEGAL DESCRIPTION:

BEING PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 4, AND PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 2 NORTH, RANGE 19 EAST OF THE FOURTH PRINCIPAL MERIDIAN IN THE TOWNSHIP OF BURLINGTON, COUNTY OF RACINE, STATE OF WISCONSIN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 3, THENCE NORTH 88°28'57" EAST ALONG THE SOUTH LINE OF SAID SOUTHWEST 1/4 SECTION 280.04 FEET TO A POINT IN THE CENTER LINE OF BREVER ROAD; THENCE NORTH 21°16'55" WEST ALONG SAID CENTER LINE 335.26 FEET TO THE PLACE OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 88°25'17" WEST 608.03 FEET MORE OR LESS TO A POINT ON THE EASTERLY LINE OF THE FOX RIVER; THENCE NORTHWESTERLY ALONG SAID EASTERLY LINE TO A POINT; THENCE NORTH 84°57'17" EAST 1074.11 FEET MORE OR LESS TO A POINT IN THE CENTER LINE OF BREVER ROAD; THENCE SOUTH 20°45'17" EAST ALONG SAID CENTER LINE 299.69 FEET; THENCE SOUTH 21°16'55" EAST ALONG SAID CENTER LINE 0.29 FEET TO THE PLACE OF BEGINNING. CONTAINING 5.0 ACRES OF LAND MORE OR LESS.

SURVEYOR'S CERTIFICATE:

I, ROBERT J. WETZEL, DO HEREBY CERTIFY THAT AT THE DIRECTION OF BERNARD C. AND TAMARA L. BREVER AS TRUSTEES OF THE BERNARD C. AND TAMARA L. BREVER TRUST, I HAVE SURVEYED THE LAND DESCRIBED HEREON AND THAT THE MAP SHOWN IS A CORRECT REPRESENTATION OF ALL LOT LINES AND THAT I HAVE FULLY COMPLIED WITH CHAPTER 236.34 OF THE WISCONSIN STATUTES, TOWN OF BURLINGTON LAND DIVISION ORDINANCE AND THE CITY OF BURLINGTON SUBDIVISION OF LAND ORDINANCE.

DATED THIS 28TH DAY OF NOVEMBER, 2018


ROBERT J. WETZEL S-1778



SHEET 1 OF 3

CERTIFIED SURVEY MAP NO. _____

BEING A PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 4, AND A PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 2 NORTH, RANGE 19 EAST OF THE FOURTH PRINCIPAL MERIDIAN IN THE TOWNSHIP OF BURLINGTON, COUNTY OF RACINE AND STATE OF WISCONSIN.

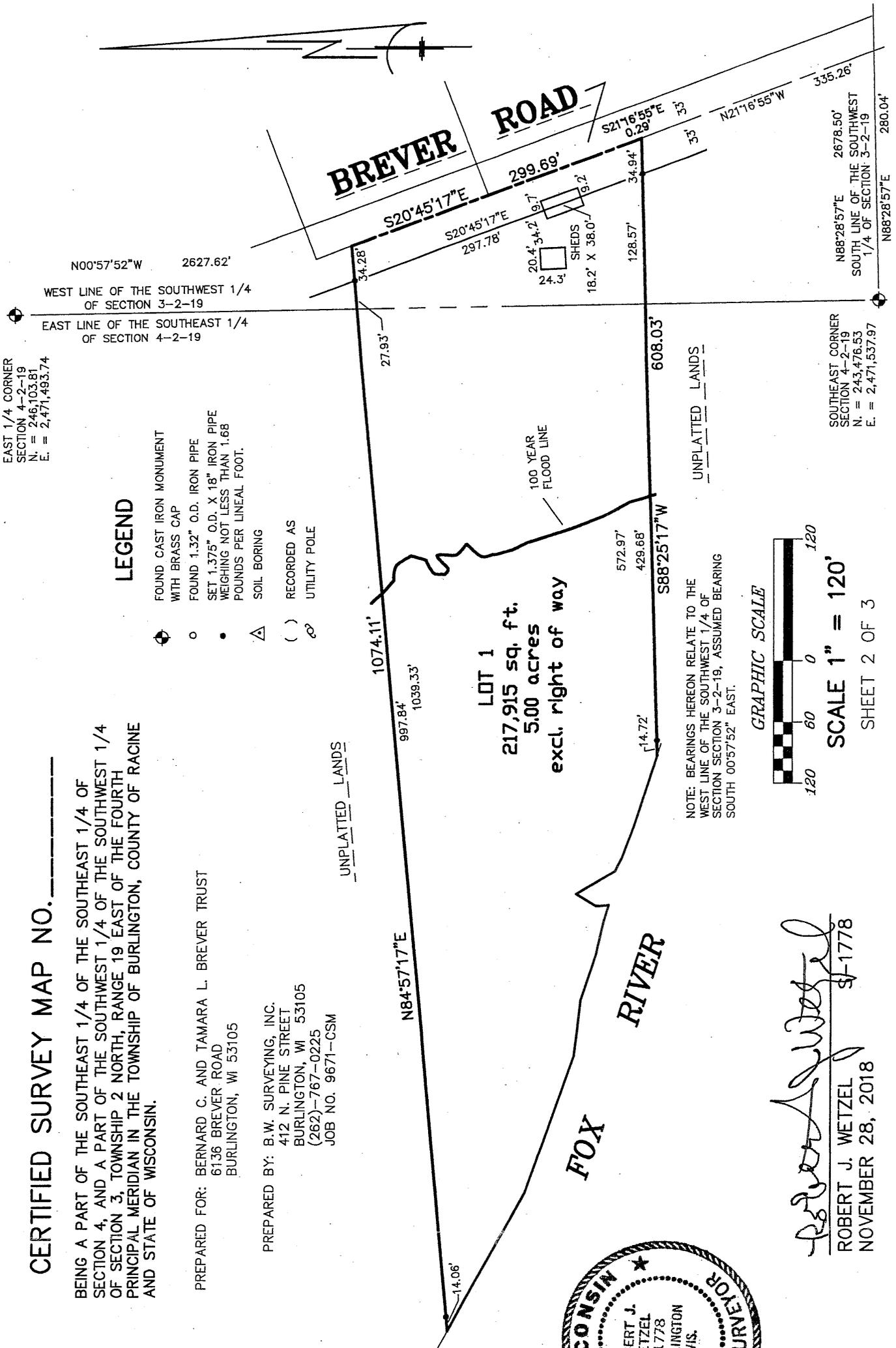
PREPARED FOR: BERNARD C. AND TAMARA L. BREVER TRUST
6136 BREVER ROAD
BURLINGTON, WI 53105

PREPARED BY: B.W. SURVEYING, INC.
412 N. PINE STREET
BURLINGTON, WI 53105
(262)-767-0225
JOB NO. 9671-CSM

EAST 1/4 CORNER
SECTION 4-2-19
N. = 246,103.81
E. = 2,471,493.74

LEGEND

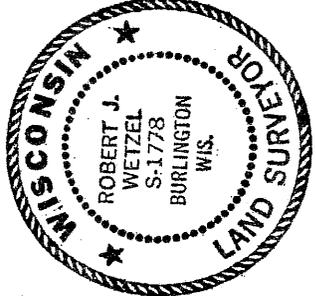
- ◉ FOUND CAST IRON MONUMENT WITH BRASS CAP
- FOUND 1.32" O.D. IRON PIPE
- SET 1.375" O.D. X 18" IRON PIPE WEIGHING NOT LESS THAN 1.68 POUNDS PER LINEAL FOOT.
- △ SOIL BORING
- () RECORDED AS
- ⊗ UTILITY POLE



NOTE: BEARINGS HEREON RELATE TO THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 3-2-19, ASSUMED BEARING SOUTH 00°57'52" EAST.



Robert J. Wetzel
ROBERT J. WETZEL \$1778
NOVEMBER 28, 2018



CERTIFIED SURVEY MAP NO. _____.

BEING PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 4, AND PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 2 NORTH, RANGE 19 EAST OF THE FOURTH PRINCIPAL MERIDIAN IN THE TOWNSHIP OF BURLINGTON, COUNTY OF RACINE COUNTY AND STATE OF WISCONSIN.

OWNER'S CERTIFICATE:

WE, BERNARD C. AND TAMARA L. BREVER AS TRUSTEES OF THE BERNARD C. AND TAMARA L. BREVER TRUST, HEREBY CERTIFY THAT WE CAUSED THE LAND DESCRIBED ON THIS CERTIFIED SURVEY MAP TO BE SURVEYED, DIVIDED, AND MAPPED AS REPRESENTED HEREON.

DATED THIS 13 DAY OF MARCH, 2019.

Bernard C Brever Tamara L Brever
BERNARD C. BREVER TRUSTEE TAMARA L. BREVER TRUSTEE

STATE OF WISCONSIN)
RACINE COUNTY)SS

PERSONALLY CAME BEFORE ME THIS _____ DAY OF _____, 2019, THE ABOVE NAMED BERNARD C. AND TAMARA L. BREVER, TO ME KNOWN TO BE THE PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGE THE SAME.

NOTARY PUBLIC
MY COMMISSION EXPIRES:

TOWN OF BURLINGTON TOWN BOARD APPROVAL:

THIS CERTIFIED SURVEY MAP IS HEREBY APPROVED BY THE TOWN OF BURLINGTON TOWN BOARD ON THIS _____ DAY OF _____, 2019.

RALPH RICE TOWN CHAIRMAN Adelheid Streif TOWN CLERK

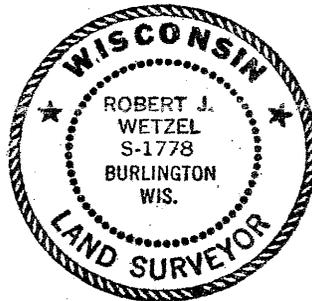
CITY OF BURLINGTON APPROVAL (EXTRATERRITORIAL):

THIS CERTIFIED SURVEY MAP IS HEREBY APPROVED BY THE CITY OF BURLINGTON COMMON COUNCIL ON THIS _____ DAY OF _____, 2019.

JEANNIE HEFTY MAYOR Diahnn Halbach CLERK

DATED THIS 28TH DAY OF NOVEMBER, 2018

Robert J. Wetzel
ROBERT J. WETZEL S-1778





DATE: May 7, 2019

SUBJECT: RESOLUTION 4952(5) - To accept A Unanimous Petition for Direct Annexation of 0.84 acres for property located at W. State Street (002-03-19-31-032-000) in the Town of Burlington, Racine County, Wisconsin.

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

BACKGROUND/HISTORY:

Larry and Linda Smith, owners, have submitted a petition for direct annexation for property located on W. State Street. This parcel is contiguous and across the street from Gooseberries Fresh Food Market. The property petitioned for annexation will consist of .84 acres and will be permanently zoned B-1, Neighborhood Business District. The applicant is requesting this annexation in order to have access to Municipal water and sewer.

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

BUDGET/FISCAL IMPACT:

The 2018 Town of Burlington property tax amount for the parcel was \$735.72. In the event that this land is annexed to the City, then pursuant to Wis. Stat. ss. 66.1105(4)(gm)1 the City of Burlington pledges to pay the Town of Burlington an amount equal to the property taxes levied on the territory that is being annexed for a term of five years.

RECOMMENDATION:

Staff recommends Council accept this petition of direct annexation.

TIMING/IMPLEMENTATION:

This item is for discussion at the May 7, 2019, Committee of the Whole meeting and scheduled for final consideration at the May 21, 2019, Common Council meeting.

Attachments

Res 4952(5) Petition to Annex W. State St
Annexation Petition

**A RESOLUTION ACCEPTING AN UNANIMOUS PETITION FOR DIRECT
ANNEXATION OF 0.844 ACRES ON WEST STATE STREET (002-03-19-31-032-000)
IN THE TOWN OF BURLINGTON, RACINE COUNTY, WISCONSIN**

WHEREAS, a *Unanimous Petition for Direct Annexation* of the following territory in the Town of Burlington, Racine County, Wisconsin was filed with the City Clerk on April 22, 2019:

That part of the Southwest ¼ of Section 31, Township 3 North, Range 19 East, bounded as follows: Beginning at a concrete monument located in the center of said Section 31; run thence South 01°44' East 967.52 feet to a point. Said point marks the place of beginning of parcel of land hereinafter described; run thence South 01°44' East 294.44 feet; thence South 880 21' West 127.00 feet; thence North 03°27' West 269.37 feet; thence North 77°50' East, 137.40 feet to the place of beginning. Containing 0.844 acres of land more or less. Said land being in the Town of Burlington, County of Racine, State of Wisconsin.

Lands contain 0.844 acres.

Current population of such territory is 0 persons (0 electors); and,

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

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

BE IT FURTHER RESOLVED in the event that this land is annexed to the City, then pursuant to Wis. Stat. ss. 66.1105(4)(gm)1 the City of Burlington pledges to pay the Town of Burlington an amount equal to the property taxes levied on the territory that is being annexed for a term of five years.

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

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

Introduced: May 7, 2019

Adopted:

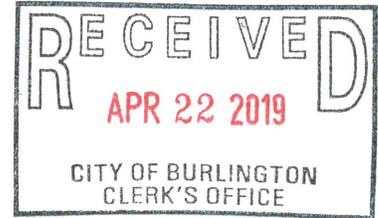
Jeannie Hefty, Mayor

Attest:

Diahnn Halbach, City Clerk

4-22-19

City Clerk Diahnn Halbach
300 N Pine Street
Burlington WI 53105



RE: Annexation of 0.844 acres of Property from the Town of Burlington to the City of Burlington

Dear Ms. Halbach,

In accordance with Section 66.0225, Wis. Stats., I respectfully submit for your information the enclosed Petition for Direct Annexation by Unanimous Consent filed with the City of Burlington Racine County by Smith Rev Trust Larry A & Linda (property owner) to annex real property located in the Town of Burlington to the City of Burlington.

The Petitioner requests to have the property zoned B-1, Neighborhood Business District, at the time of annexation.

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

Clerk Town of Burlington
Clerk City of Burlington

If you have any questions in regard to this letter or the enclosed petition, please call the undersigned at 262-745-7857.

Sincerely,

Larry A Smith Trustee
Linda J Smith, Trustee

Encl:

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

4-22-19

Town Clerk Adelheid Streif
32288 Bushnell Road
Burlington WI 53105

RE: Annexation of 0.844 acres of Property from the Town of Burlington to the City of Burlington

Dear Ms. Streif,

In accordance with Section 66.0225, Wis. Stats., I respectfully submit for your information the enclosed Petition for Direct Annexation by Unanimous Consent filed with the City of Burlington Racine County by Smith Rev Trust Larry A & Linda (property owner) to annex real property located in the Town of Burlington to the City of Burlington.

The Petitioner requests to have the property zoned B-1, Neighborhood Business District, at the time of annexation.

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

Clerk Town of Burlington
Clerk City of Burlington

If you have any questions in regard to this letter or the enclosed petition, please call the undersigned at 262-745-7857.

Sincerely,

Larry A Smith Trustee
Linda J. Smith, Trustee

Encl:

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

PETITION FOR DIRECT ANNEXATION BY UNANIMOUS APPROVAL

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

THIS PETITION of Smith Rev Trust Larry A & Linda (property owner) hereinafter referred to as Petitioners as the owner of record of real property in the territory sought to be annexed do respectfully state represent and show to the City of Burlington as follows:

1. The Petitioners are the owner of record of the real property in the territory sought to be annexed which property is located contiguous to the City of Burlington in the Town of Burlington Racine County Wisconsin and legally described in Exhibit A herein after Subject Territory.
2. The Petitioners respectfully request all of the Subject Territory contiguous to the City of Burlington Racine County Wisconsin and currently in the Town of Burlington Racine County Wisconsin be annexed to the City of Burlington.
3. Attached hereto as Exhibit B and incorporated herein by reference is a scale map of the subject Territory sought to be annexed.
4. There are 0 electors residing in the Subject Territory sought to be annexed hereunder.
5. The current population of the Subject Territory sought to be annexed hereunder is 0.
6. The Subject Territory is presently zoned B5 Highway Business District by the Town of Burlington pursuant to the Town of Burlington and Racine County Ordinance.
7. The Petitioner believes this Petition and the Subject Territory sought to be annexed hereunder meets all legal requirements for annexation and such annexation is in the public interest.

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

EXHIBIT C: PURPOSE OF ANNEXATION

Petitioner's Name and Address

Smith Rev Trust Larry A & Linda
1319 Lance Drive
Twin Lakes, WI 53181

Tax Key Number: 002-03-19-31-032-000

Intent

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

Number of Electors: 0

Approximate Value: Land \$95,000 Improvements \$0

Present Land Use: Undeveloped 100% Commercial 0% Industrial 0%
 Residential 0% Recreational 0%

Anticipated Land Use: Undeveloped 0% Commercial 100% Industrial 0%
 Residential 0% Recreational 0%

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

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

Signature of Petitioner	Date of Signing	Owner/Elector	Address or Description of Property
1. <i>Conrad Smith Trustee</i>	<i>4-18-2019</i>	<i>Trustee</i>	<i>002-03-19-31-032-000</i>
2. <i>Janice L. Smith</i>	<i>4-18-2019</i>	<i>Trustee</i>	<i>002-03-19-31-032-000</i>

EXHIBIT A: LEGAL DESCRIPTION OF LAND TO BE ANNEXED

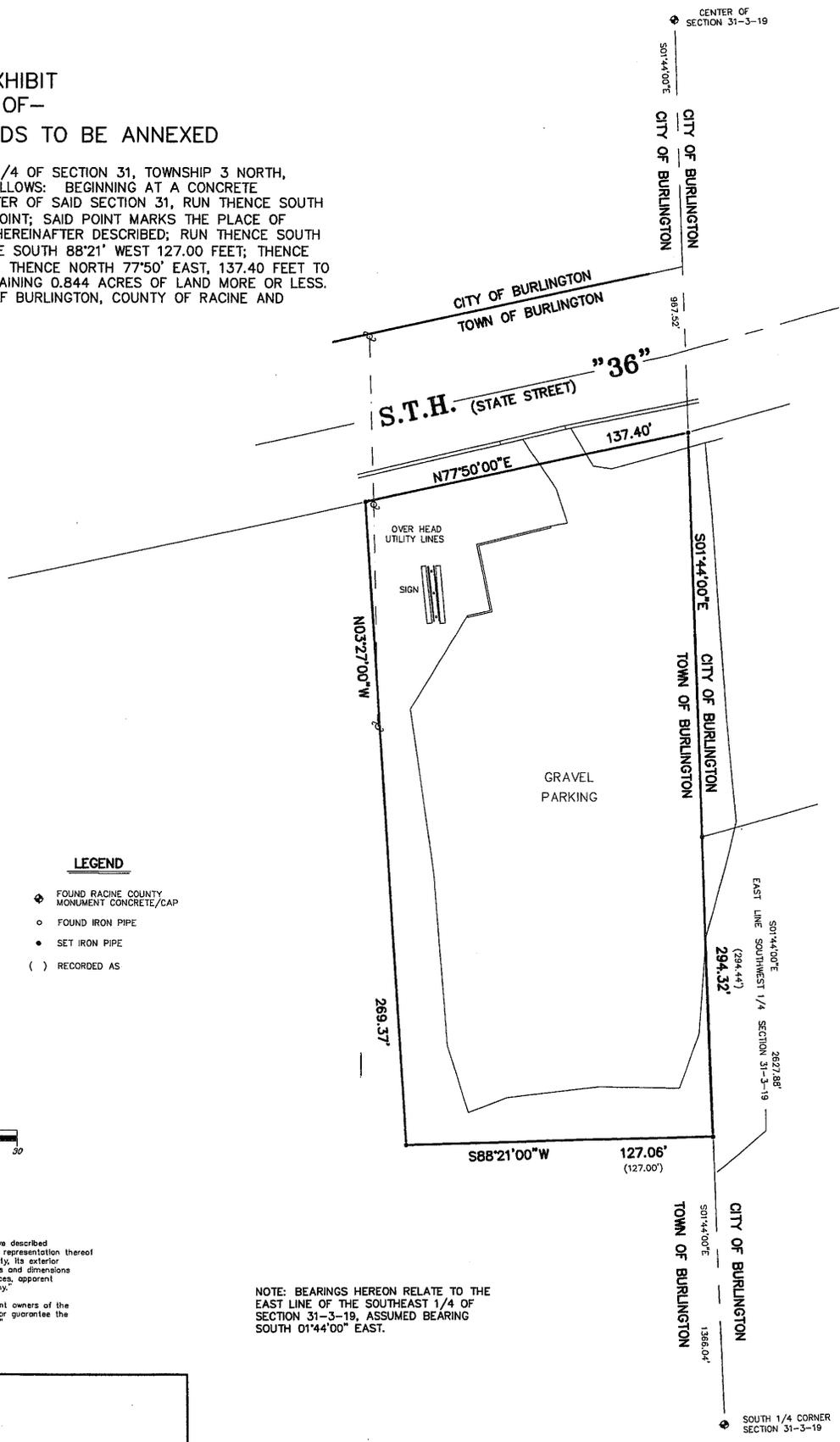
That part of the Southwest $\frac{1}{4}$ of Section 31, Township 3 North, Range 19 East, bounded as follows: Beginning at a concrete monument located in the center of said Section 31; run thence South $01^{\circ} 44'$ East 967.52 feet to a point. Said point marks the place of beginning of parcel of land hereinafter described; run thence South $01^{\circ} 44'$ East 294.44 feet; thence South $88^{\circ} 21'$ West 127.00 feet; thence North $03^{\circ} 27'$ West 269.37 feet; thence North $77^{\circ} 50'$ East, 137.40 feet to the place of beginning. Containing 0.844 acres of land more or less. Said land being in the Town of Burlington, County of Racine, State of Wisconsin.

EXHIBIT B: PLAT OF SURVEY

EXHIBIT
-OF-
PROPOSED LANDS TO BE ANNEXED

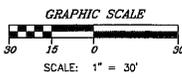
THAT PART OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 3 NORTH, RANGE 19 EAST, BOUNDED AS FOLLOWS: BEGINNING AT A CONCRETE MONUMENT LOCATED IN THE CENTER OF SAID SECTION 31, RUN THENCE SOUTH 01°44' EAST 967.52 FEET TO A POINT; SAID POINT MARKS THE PLACE OF BEGINNING OF PARCEL OF LAND HEREINAFTER DESCRIBED; RUN THENCE SOUTH 01°44' EAST 294.44 FEET; THENCE SOUTH 88°21' WEST 127.00 FEET; THENCE NORTH 03°27' WEST 269.37 FEET; THENCE NORTH 77°50' EAST, 137.40 FEET TO THE PLACE OF BEGINNING. CONTAINING 0.844 ACRES OF LAND MORE OR LESS. SAID LAND BEING IN THE TOWN OF BURLINGTON, COUNTY OF RACINE AND STATE OF WISCONSIN.

SURVEY FOR: MARK BROWER



LEGEND

- ◆ FOUND RACINE COUNTY MONUMENT CONCRETE/CAP
- FOUND IRON PIPE
- SET IRON PIPE
- () RECORDED AS



I hereby certify that I have surveyed the above described property and that the above map is a correct representation thereof and shows the size and location of the property, its exterior boundaries, the location of all visible structures and dimensions of all principal buildings thereon, boundary fences, apparent easements, roadways and encroachments, if any."

"This survey is made for the use of the present owners of the property, and those who purchase, mortgage, or guarantee the title thereto within one year from date hereof."

NOTE: BEARINGS HEREON RELATE TO THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 31-3-19, ASSUMED BEARING SOUTH 01°44'00" EAST.



B.W. SURVEYING, INC.

412 N. PINE STREET
BURLINGTON, WI 53105
(262)-767-0225

DRAWN BY:	bw	REVISED:	APRIL 17, 2019
CHECKED BY:	rw/dw	DATE:	APRIL 4, 2019
JOB NO.:	9827	DRAWING NO.:	9827d1
		SHEET 82 of 135 ¹	





DATE: May 7, 2019

SUBJECT: RESOLUTION 4953(6) - To consider approving a two-year contract for part-time building inspection services with Municipal Services, LLC.

SUBMITTED BY: Gregory Guidry, Building Inspector

BACKGROUND/HISTORY:

The City has contracted services with Municipal Services, LLC since 2008 for building and zoning inspection purposes on an as needed basis. As the Building Department contains one inspector, there are times additional help is warranted, such as when they attend training sessions, takes personal time off or when inspection requests are unusually high and deadlines are tight.

Jim Deluca, owner of Municipal Services, has worked with the City’s Building Inspection Department since 1995 and is fully versed in our code of ordinances. Municipal Services provides licensed inspectors that can provide both residential and commercial inspection services. Expenditures over the last two years for these inspection services average about \$4,000 per year (roughly 70 hours per year).

The 2019–2021 agreement before you contains all the same language and requirements of the current contract in which all services provided will remain the same. The hourly rate; however, will be increased \$8 per hour for a total of \$65 per hour. The City has had the same rate of \$57 per hour since 2010 with no increases.

BUDGET/FISCAL IMPACT:

As these services are on an as needed basis, actual costs can vary. Average expenditures with Municipal Services for 2015 through 2019 were roughly \$4,000 per year. The hourly rate; however, will be increased \$8 per hour for a total of \$65 per hour. The City has had the same rate of \$57 per hour since 2010. These expenditures are included in the Building Department budget under Contract Services.

RECOMMENDATION:

Staff recommends approval of a two-year contract with Municipal Services, LLC.

TIMING/IMPLEMENTATION:

This item is for discussion at the May 7, 2019, Committee of the Whole meeting and is scheduled for the May 21, 2019, Common Council meeting for final consideration.

Attachments

Res 4953(6) Municipal Services Contract
Contract

**A RESOLUTION APPROVING A TWO-YEAR CONTRACT FOR PART-TIME
BUILDING INSPECTION SERVICES WITH MUNICIPAL SERVICES, LLC**

WHEREAS, the City of Burlington has building and zoning activities that warrant the hiring of part-time assistance for the Building Department, specifically to provide staff coverage for all building inspections during peak demand periods; and,

WHEREAS, the City's Building Inspector and Zoning Administrator recommends that the City hire the private firm Municipal Services, LLC, a/k/a James DeLuca, a Wisconsin Limited Liability Company to fill this need. Municipal Services, LLC employs several inspectors which are certified in all areas of the State Building Codes including commercial electrical and they would be capable of serving this community with any building or zoning needs; and,

WHEREAS, the City Administrator and Building Inspector have reviewed the proposed two-year contract from April 1, 2019 through March 31, 2021, attached hereto and made a part hereof, and recommend its approval.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Burlington that the two-year contract for part-time building and inspection services with Municipal Services, LLC is hereby approved and the Mayor is authorized to execute said Contract on behalf of the City.

Introduced: May 7, 2019
Adopted:

Jeannie Hefty, Mayor

Attest:

Diahn Halbach, City Clerk

CONTRACT FOR PART-TIME BUILDING INSPECTION SERVICES

This agreement is entered between the City of Burlington, a Wisconsin Municipal Corporation whose main offices are located at 300 North Pine Street, Burlington, WI 53105 (“Municipality”) and Municipal Services, LLC, a/k/a/James DeLuca, a Wisconsin Limited Liability Company whose offices are located at 1469 Creekside Dr, P.O. Box 396, Lyons, WI 53148 (“Agency”), alternatively referred to as “Parties” to this agreement.

RECITALS

WHEREAS, the Municipality requires part-time building inspection services utilizing Wisconsin State Certified Inspectors; and

WHEREAS, the Agency is prepared to provide part-time building inspection services as requested and required by the Municipality; and

WHEREAS, the Parties desire to contract with each other concerning matters relating to building inspection services within the confines of the City of Burlington.

NOW THEREFORE, for valuable consideration, and with the express intention on the part of both Parties, and their respective agents, that this agreement is legally binding, the Parties agree and state as follows:

SECTION 1 SCOPE OF SERVICES

The Agency shall provide the Municipality, upon its specific request as from time to time made, with all necessary building inspection services, as the assistant to and back-up for the City of Burlington Building Inspector, as more fully set forth below.

Specifically, the Agency hereby agrees to provide the Municipality with inspection services stemming from the issuance of building permits and their related inspections in all of the following fields: residential construction, commercial construction, residential HVAC, commercial HVAC, residential electrical, commercial electrical, residential plumbing, commercial plumbing, residential erosion control and commercial erosion control.

The Agency further agrees to perform, at municipal request as from time to time made, necessary plan reviews to ascertain compliance with all applicable federal, state and local regulations. In the absence of the City Building inspector, or at his request, the Agency agrees to perform such plan reviews and issuing building, HVAC, electrical and/or plumbing permits, and as part of said issuance shall act as Zoning Administrator and review

and administer the City of Burlington Zoning Ordinance, and other provisions of the Code of the City of Burlington, inclusive of floodland provisions, as part of said plan reviews and permit issuance. In the case of Agency uncertainty as to application of evaluation of the Zoning Ordinance or other Code provisions, the Agency agrees to refer questions to the City Administrator prior to issuing any permit. The Agency shall also ensure that all necessary State and Federal Permits have been obtained prior to the issuance of any permit hereunder.

The Agency agrees to respond to City of Burlington staff inquiries and complaints and initiate enforcement actions regarding building, zoning, property maintenance and nuisance issues as may be necessary and appropriate under circumstances, issue such Notices and Orders as may be necessary, and assist the City Attorney in the prosecution of such matters. The Agency shall request assistance of the Municipality staff if necessary.

The Agency further agrees to provide additional inspection services in case of an emergency situation.

The agency agrees to maintain records of all permits issued, inspections made, work approved, or other official actions, which records shall be the property of the Municipality and are public records. The Agency agrees to provide monthly activity reports.

The Agency agrees to provide State Certified Inspectors to do all work described and set forth above.

The Agency will provide the salary of its Inspectors, field communication equipment and administrative coordination with the Municipality.

SECTION 2 OFFICE HOURS

The Agency agrees to assist with office hours as requested at City Hall for the public to have access to State Certified Inspectors as requested and scheduled by the Municipality.

SECTION 3 EXCLUSIVE AGENCY PROVIDER

The Municipality agrees and asserts that the Agency is to be the exclusive Agency provider of part-time building inspections, as described in Section 1 for the entire term of this contract. Review by Municipality Staff, the City Engineer, City Attorney or City Planner shall not be a violation of this section.

SECTION 4 TERM OF CONTRACT

The Parties to this contract agree that this agreement shall have a two-year contract beginning not later than April 1, 2019 and extending to March 31st, 2021. Extensions of this contract are permissible and shall be made by specific, written amendment thereto.

Except for cause, either the Municipality or the Agency may terminate this contract after six (6) months of the date of this contract and upon sixty (60) days written notice of the intention to terminate. Either party may terminate this contract for cause. Cause shall be defined as failure to adhere to the terms of this contract.

SECTION 5 INSURANCE; INDEMNIFICATION

A. **INSURANCE.** The Agency shall, at its own expense, procure and maintain at all times during the term of this agreement the following insurance, which said insurance shall be provided on an occurrence basis:

COMMERCIAL GENERAL LIABILITY. Agency shall maintain limits of no less than:

GENERAL LIABILITY. One million dollars (\$1,000,000.00) combined single limit and Two Million Dollars (\$2, 000,000.00) aggregate for bodily injury, personal injury and property damage.

AUTOMOBILE LIABILITY. The agency shall maintain Automobile Liability Coverage for all owned and non-owned automobiles of at least One Million Dollars (\$1,000,000.00) combined single limit for each accident.

WORKERS COMPENSATION. Agency shall maintain statutorily required limits for Workers Compensation and Employers Liability coverage.

The Agency shall provide a duplicate original Certificate of Insurance to the City of Burlington at the time of the execution of this agreement and on the anniversary date of this agreement, and upon and change in insurance carrier or coverage.

B. **INDEMNIFICATION.** The Agency agrees to indemnify the Municipality, its employees, officers and agents from and against any and all claims, suits, demands or causes of action arising out of any act or omission of the Agency and causing injury to any person or persons or property, whomsoever and whatsoever, and specifically including any violation of any non-compete provisions of any contract or agreement by the Agency or its Inspectors.

The Municipality agrees to indemnify the Agency, its employees, officers and agents from and against any and all claims, suits, demands or causes of action arising out of any act or omission of the Municipality and causing injury to any person or persons or property, whomsoever and whatsoever.

SECTION 6 FEES

1469 Creekside Dr ▪ P.O. Box 396 ▪ Phone: 262-763-7999 ▪ jdeluca1@w i.rr.com

The Municipality agrees to pay the Agency as follows:

Hourly Wage: \$65.00 per hour for inspections, meeting attendance by request of the Municipality, office hours, and travel to, from and between inspection sites within the Municipality limits.

In the event an official State of Emergency is declared in the City of Burlington, or in the case of other emergency requiring overtime, the City Administrator may authorize payment of the hourly wage at time and one-half or double time as appropriate. The increased hourly wage will only be paid if the City Administrator authorizes the additional hours and work in writing prior to the Agency's performance of services.

Trip Charge: \$65.00 per visit.

The fees listed herein shall be the only fees charged to the Municipality. The Municipality shall not be liable to provide vehicle or mileage allowances.

SECTION 7 AGENCY AS INDEPENDENT CONTRACTOR

It is agreed and understood between the Parties hereto that the Agency shall be considered as an Independent Contractor as that term is defined by the Internal Revenue Service and, as such, the Agency, its employees, and any inspector providing services called for by this contract shall not be considered to be an employee of the City of Burlington and shall not be entitled to any benefits as an employee of the City of Burlington including, but not limited to, health benefits, vacation time, sick time, retirement benefits, or any other benefit.

SECTION 8 GOVERNING LAW

At the time of the execution of this Agreement, the Parties are incorporated and doing business within the State of Wisconsin. The Parties agree that this Agreement shall at all times be construed in accordance with the laws of the State of Wisconsin.

SECTION 9 VOLUNTARINESS

Each of the Parties acknowledges that they have voluntarily executed this Agreement, with full knowledge and information, and that no coercion or undue influence has been used by or against either Party in making this Agreement.

SECTION 10 AMENDMENT

This Agreement shall be amended only by a written Agreement signed by both Parties.

SECTION 11 ENTIRE AGREEMENT



DATE: May 7, 2019

SUBJECT: **RESOLUTION 4954(7)** - To consider approving the award of bid to Axon Enterprise, Inc. for five years in the amount of \$57,296.74 for eighteen body cameras, three six-bay docking stations, user licenses, and cloud storage for the City of Burlington Police Department.

SUBMITTED BY: Mark Anderson, Police Chief

BACKGROUND/HISTORY:

Burlington Police officers began carrying body worn cameras in 2014. At that time, the Department purchased 10 VieVu body cameras for \$7,079.77. Recorded video is stored on a local server. Over the past three years, the Department has spent \$6,257.80 in repairing and replacing damaged body worn cameras. As seven of our current units are no longer covered under warranty, replacement costs are approximately \$1,120.00 per unit with a 2-year warranty. VieVu representatives have stated that their body worn camera platform has been sold to Axon and in the near future, VieVu body worn cameras will no longer be sold or supported.

BUDGET/FISCAL IMPACT:

We received three different quotes from Axon:

QUOTE 1:

The first quote is for 14 cameras, 2 six-bay docks, 13 user licenses and 1 administrator license, cloud storage (no videos are stored on a local server), and a warranty. The first year would cost \$15,532.00 with a second and a third year cost of \$6,679.20 per year. The total cost for this three-year contract is \$28,890.40. The contract includes upgrades to next-generation cameras and dock at no additional cost. Once the three-year contract expires, the cost to renew the contract is forecasted to be approximately \$6,679.20 per year. With only 14 cameras, officers would need to share devices which would create ongoing issues as it relates to device management, device assignment, wear, and battery life.

QUOTE 2:

The second quote is for 18 cameras, 3 six-bay docks, 17 user licenses and 1 administrator license, cloud storage (no videos are stored on a local server), and a warranty. The first year would cost \$21,075.12 with a second and third year cost of \$9,113.28 per year. The total cost for this three-year contract is \$39,301.68. The contract includes one spare camera and upgrades to next-generation cameras and docks at no additional cost. Once the three-year contract expires, the cost to renew the contract is forecasted to be approximately \$9,113.28 per year. This is a good option for the police department as each patrol officer can be assigned a camera and if a camera malfunctions, the officer would use the spare camera while the defective camera is repaired under warranty.

QUOTE 3:

The third quote is for 18 cameras, 3 six-bay docks, 17 user licenses and 1 administrator license, cloud storage (no videos are stored on a local server), and a warranty. The first year would cost \$20,985.26 with a second, third, fourth, and fifth year cost of \$9,077.87 per year. The total cost for this five-year contract is \$57,296.74. This contract includes two spare cameras and two cycles of upgrades to next-generation cameras and docks at no additional cost. Once the five-year contract expires, the cost to renew the contract is forecasted to be approximately \$9,077.87 per year. This is the best option for the police department as it includes two upgrades, each patrol officer can be assigned a camera and have a replacement while repairs are done under warranty, and this quote is lower than the per year cost of the second quote (\$11,459.35 versus \$11,505.65).

These items have been included in the 2019 Equipment Replacement Fund. This purchase is above the budgeted amount of \$22,189.00 (\$14,713.10 for an initial purchase and \$3,738.00 per year). Axon was the only submitted

bidder as they are specialized in this type of equipment and have purchased the VieVu body worn camera platform.

RECOMMENDATION:

Staff recommends the Common Council award the bid for a five-year contract for eighteen body cameras, three six-bay docking stations, user licenses, and cloud storage for the City of Burlington Police Department to Axon Enterprise, Inc.

TIMING/IMPLEMENTATION:

This item is for discussion at the May 7, 2019, Committee of the Whole meeting and scheduled for final consideration at the May 21, 2019, Common Council meeting.

Attachments

Res 4954(7) PD Body Cams

14 camera - 3 year Quote

18 camera - 3 year Quote

18 camera - 5 year Quote

**A RESOLUTION APPROVING THE AWARD OF A BODY WORN CAMERA SYSTEM
FOR THE CITY OF BURLINGTON POLICE DEPARTMENT TO AXON ENTERPRISE,
INC. FOR THE AMOUNT OF \$57,296.74**

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

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

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

WHEREAS, the City of Burlington Police Department is scheduled to replace its body worn camera system with funds included in the 2019 Police Department budget; and,

WHEREAS, the purchase of a body worn camera system from Axon Inc. for the amount of \$57,296.74 has been recommended by the Chief of Police.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Burlington that purchase of the aforementioned equipment is hereby approved for the amount of \$57,296.74.

Introduced: May 7, 2019
Adopted:

Jeannie Hefty, Mayor

Attest:

Diahn Halbach, City Clerk

Axon Enterprise, Inc.

Protect Life.

17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737
Fax:



Jeremy Krusemark

(262) 342-1100
(262) 763-5158
jkrusemark@burlington-wi.gov

Quotation

Quote: Q-204486-2
Date: 5/2/2019 1:31 PM
Quote Expiration: 5/31/2019
Contract Start Date*: 5/15/2019
Contract Term: 3 years

AX Account Number:

226362

Bill To:

BURLINGTON POLICE DEPT. - WI
224 E Jefferson St
Burlington, WI 53105
US

Ship To:

Jeremy Krusemark
BURLINGTON POLICE DEPT. - WI
224 E Jefferson St
Burlington, WI 53105
US

SALESPERSON	PHONE	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Claudia Mendiola	480-681-0797	cmendiola@axon.com	Fedex - Ground	Net 30

*Note this will vary based on the shipment date of the product.

Due Net 30

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
14	74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	USD 499.00	USD 6,986.00	USD 838.32	USD 6,147.68
14	74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	USD 0.00	USD 0.00	USD 0.00	USD 0.00
14	74021	MAGNET MOUNT, THICK OUTERWEAR, AXON RAPIDLOCK	USD 0.00	USD 0.00	USD 0.00	USD 0.00
14	11553	SYNC CABLE, USB A TO 2.5MM	USD 0.00	USD 0.00	USD 0.00	USD 0.00
2	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	USD 42.00	USD 84.00	USD 10.08	USD 73.92
2	74008	AXON DOCK, 6 BAY + CORE, AXON BODY 2	USD 1,495.00	USD 2,990.00	USD 358.80	USD 2,631.20
2	87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	USD 336.00	USD 672.00	USD 80.64	USD 591.36
13	80012	BASIC EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	USD 180.00	USD 2,340.00	USD 280.80	USD 2,059.20
130	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
1	80022	PRO EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	USD 468.00	USD 468.00	USD 56.16	USD 411.84

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
30	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
14	85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	USD 240.00	USD 3,360.00	USD 403.20	USD 2,956.80
1,000	85035	EVIDENCE.COM STORAGE	USD 0.75	USD 750.00	USD 90.00	USD 660.00
Due Net 30 Total Before Discounts:						USD 17,650.00
Due Net 30 Discount:						USD 2,118.00
Due Net 30 Net Amount Due:						USD 15,532.00

Spares

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
1	11553	SYNC CABLE, USB A TO 2.5MM	USD 0.00	USD 0.00	USD 0.00	USD 0.00
1	74021	MAGNET MOUNT, THICK OUTERWEAR, AXON RAPIDLOCK	USD 0.00	USD 0.00	USD 0.00	USD 0.00
1	74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	USD 0.00	USD 0.00	USD 0.00	USD 0.00
1	74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	USD 0.00	USD 0.00	USD 0.00	USD 0.00
Spares Total Before Discounts:						USD 0.00
Spares Net Amount Due:						USD 0.00

Year 2

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
1,000	85035	EVIDENCE.COM STORAGE	USD 0.75	USD 750.00	USD 90.00	USD 660.00
14	85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	USD 240.00	USD 3,360.00	USD 403.20	USD 2,956.80
30	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
1	80023	PRO EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	USD 468.00	USD 468.00	USD 56.16	USD 411.84
130	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
13	80013	BASIC EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	USD 180.00	USD 2,340.00	USD 280.80	USD 2,059.20
2	87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	USD 336.00	USD 672.00	USD 80.64	USD 591.36
Year 2 Total Before Discounts:						USD 7,590.00
Year 2 Discount:						USD 910.80
Year 2 Net Amount Due:						USD 6,679.20

Year 3

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
1,000	85035	EVIDENCE.COM STORAGE	USD 0.75	USD 750.00	USD 90.00	USD 660.00
14	85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	USD 240.00	USD 3,360.00	USD 403.20	USD 2,956.80
30	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
1	80024	PRO EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	USD 468.00	USD 468.00	USD 56.16	USD 411.84

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
130	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
13	80014	BASIC EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	USD 180.00	USD 2,340.00	USD 280.80	USD 2,059.20
2	87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	USD 336.00	USD 672.00	USD 80.64	USD 591.36
Year 3 Total Before Discounts:						USD 7,590.00
Year 3 Discount:						USD 910.80
Year 3 Net Amount Due:						USD 6,679.20
Grand Total						USD 28,890.40

Hardware Shipping Estimate

Typically, hardware shipment occurs between 4 – 6 weeks after purchase date. Product availability for new or high demand products may impact delivery time.

**Axon Enterprise, Inc.’s Sales Terms and Conditions
for Direct Sales to End User Purchasers**

By signing this Quote, you are entering into a contract and you certify that you have read and agree to the provisions set forth in this Quote and Axon’s Master Services and Purchasing Agreement posted at <https://www.axon.com/legal/sales-terms-and-conditions>. You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, do not sign this Quote.

Signature: _____ **Date:** _____
Name (Print): _____ **Title:** _____
PO# (if needed): _____

Quote: Q-204486-2

Please sign and email to Claudia Mendiola at cmendiola@axon.com or fax to

THANK YOU FOR YOUR BUSINESS!

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17800 N 85th St.
Scottsdale, Arizona 85255
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Phone: (800) 978-2737

SALES REPRESENTATIVE

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Fax:

PRIMARY CONTACT

Jeremy Krusemark
Phone: (262) 342-1100
Email: jkrusemark@burlington-wi.gov

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BURLINGTON POLICE DEPT. - WI
224 E Jefferson St
Burlington, WI 53105
US

BILL TO

BURLINGTON POLICE DEPT. - WI
224 E Jefferson St
Burlington, WI 53105
US

Due Net 30

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
85035	EVIDENCE.COM STORAGE	2,000	0.75	0.66	1,320.00
87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	3	336.00	295.68	887.04
80012	BASIC EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	17	180.00	158.40	2,692.80
80022	PRO EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	1	468.00	411.84	411.84
85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	18	240.00	211.20	3,801.60
85110	EVIDENCE.COM INCLUDED STORAGE	170	0.00	0.00	0.00
85110	EVIDENCE.COM INCLUDED STORAGE	30	0.00	0.00	0.00
Hardware					
74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	18	499.00	439.12	7,904.16
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	3	42.00	36.96	110.88
74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	18	0.00	0.00	0.00
74021	MAGNET MOUNT, THICK OUTERWEAR, AXON RAPIDLOCK	18	0.00	0.00	0.00
11553	SYNC CABLE, USB A TO 2.5MM	18	0.00	0.00	0.00

Due Net 30 (Continued)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware (Continued)					
74008	AXON DOCK, 6 BAY + CORE, AXON BODY 2	3	1,495.00	1,315.60	3,946.80
				Subtotal	21,075.12
				Estimated Shipping	0.00
				Estimated Tax	0.00
				Total	21,075.12

Spares

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware					
74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	1	0.00	0.00	0.00
11553	SYNC CABLE, USB A TO 2.5MM	1	0.00	0.00	0.00
74021	MAGNET MOUNT, THICK OUTERWEAR, AXON RAPIDLOCK	1	0.00	0.00	0.00
74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	1	0.00	0.00	0.00
				Subtotal	0.00
				Estimated Tax	0.00
				Total	0.00

Year 2

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
85035	EVIDENCE.COM STORAGE	2,000	0.75	0.66	1,320.00
85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	18	240.00	211.20	3,801.60
80023	PRO EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	1	468.00	411.84	411.84
80013	BASIC EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	17	180.00	158.40	2,692.80
87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	3	336.00	295.68	887.04
85110	EVIDENCE.COM INCLUDED STORAGE	30	0.00	0.00	0.00
85110	EVIDENCE.COM INCLUDED STORAGE	170	0.00	0.00	0.00
				Subtotal	9,113.28
				Estimated Tax	0.00
				Total	9,113.28

Year 3

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
85035	EVIDENCE.COM STORAGE	2,000	0.75	0.66	1,320.00
85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	18	240.00	211.20	3,801.60
80024	PRO EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	1	468.00	411.84	411.84
80014	BASIC EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	17	180.00	158.40	2,692.80
87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	3	336.00	295.68	887.04
85110	EVIDENCE.COM INCLUDED STORAGE	30	0.00	0.00	0.00
85110	EVIDENCE.COM INCLUDED STORAGE	170	0.00	0.00	0.00
				Subtotal	9,113.28
				Estimated Tax	0.00
				Total	9,113.28
Grand Total					39,301.68

Discounts (USD)

Quote Expiration: 05/31/2019

List Amount	44,661.00
Discounts	5,359.32
Total	39,301.68

**Total excludes applicable taxes*

Summary of Payments

Payment	Amount (USD)
Due Net 30	21,075.12
Spares	0.00
Year 2	9,113.28
Year 3	9,113.28
Grand Total	39,301.68

Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature: _____ **Date:** _____
Name (Print): _____ **Title:** _____
PO# (Or write N/A): _____

Please sign and email to Claudia Mendiola at cmendiola@axon.com or fax to

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store buy.axon.com

Quote: Q-204749-43587.805CM

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SALES REPRESENTATIVE

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224 E Jefferson St
Burlington, WI 53105
US

BILL TO

BURLINGTON POLICE DEPT. - WI
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Burlington, WI 53105
US

Due Net 30

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	3	336.00	294.34	883.02
80012	BASIC EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	17	180.00	157.68	2,680.56
85110	EVIDENCE.COM INCLUDED STORAGE	170	0.00	0.00	0.00
80022	PRO EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	1	468.00	409.97	409.97
85110	EVIDENCE.COM INCLUDED STORAGE	30	0.00	0.00	0.00
85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	18	240.00	210.24	3,784.32
85035	EVIDENCE.COM STORAGE	2,000	0.75	0.66	1,320.00
Hardware					
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	3	42.00	36.79	110.37
74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	18	499.00	437.12	7,868.16
74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	18	0.00	0.00	0.00
74021	MAGNET MOUNT, THICK OUTERWEAR, AXON RAPIDLOCK	18	0.00	0.00	0.00
11553	SYNC CABLE, USB A TO 2.5MM	18	0.00	0.00	0.00

Due Net 30 (Continued)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware (Continued)					
74008	AXON DOCK, 6 BAY + CORE, AXON BODY 2	3	1,495.00	1,309.62	3,928.86
				Subtotal	20,985.26
				Estimated Shipping	0.00
				Estimated Tax	0.00
				Total	20,985.26

- Axon Body 2

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware					
74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	2	0.00	0.00	0.00
74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	2	0.00	0.00	0.00
74021	MAGNET MOUNT, THICK OUTERWEAR, AXON RAPIDLOCK	2	0.00	0.00	0.00
11553	SYNC CABLE, USB A TO 2.5MM	2	0.00	0.00	0.00
				Subtotal	0.00
				Estimated Tax	0.00
				Total	0.00

Year 2

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	3	336.00	294.34	883.02
80013	BASIC EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	17	180.00	157.68	2,680.56
85110	EVIDENCE.COM INCLUDED STORAGE	170	0.00	0.00	0.00
80023	PRO EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	1	468.00	409.97	409.97
85110	EVIDENCE.COM INCLUDED STORAGE	30	0.00	0.00	0.00
85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	18	240.00	210.24	3,784.32
85035	EVIDENCE.COM STORAGE	2,000	0.75	0.66	1,320.00
				Subtotal	9,077.87
				Estimated Tax	0.00
				Total	9,077.87

Year 3

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	3	336.00	294.34	883.02
80014	BASIC EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	17	180.00	157.68	2,680.56
85110	EVIDENCE.COM INCLUDED STORAGE	170	0.00	0.00	0.00
80024	PRO EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	1	468.00	409.97	409.97
85110	EVIDENCE.COM INCLUDED STORAGE	30	0.00	0.00	0.00
85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	18	240.00	210.24	3,784.32
85035	EVIDENCE.COM STORAGE	2,000	0.75	0.66	1,320.00
				Subtotal	9,077.87
				Estimated Tax	0.00
				Total	9,077.87

Year 4

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	3	336.00	294.34	883.02
80015	BASIC EVIDENCE.COM LICENSE: YEAR 4 PAYMENT	17	180.00	157.68	2,680.56
85110	EVIDENCE.COM INCLUDED STORAGE	170	0.00	0.00	0.00
80025	PRO EVIDENCE.COM LICENSE: YEAR 4 PAYMENT	1	468.00	409.97	409.97
85110	EVIDENCE.COM INCLUDED STORAGE	30	0.00	0.00	0.00
85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	18	240.00	210.24	3,784.32
85035	EVIDENCE.COM STORAGE	2,000	0.75	0.66	1,320.00
				Subtotal	9,077.87
				Estimated Tax	0.00
				Total	9,077.87

Year 5

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	3	336.00	294.34	883.02
80016	BASIC EVIDENCE.COM LICENSE: YEAR 5 PAYMENT	17	180.00	157.68	2,680.56
85110	EVIDENCE.COM INCLUDED STORAGE	170	0.00	0.00	0.00
80026	PRO EVIDENCE.COM LICENSE: YEAR 5 PAYMENT	1	468.00	409.97	409.97
85110	EVIDENCE.COM INCLUDED STORAGE	30	0.00	0.00	0.00
85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	18	240.00	210.24	3,784.32
85035	EVIDENCE.COM STORAGE	2,000	0.75	0.66	1,320.00
				Subtotal	9,077.87
				Estimated Tax	0.00
				Total	9,077.87
				Grand Total	57,296.74

Discounts (USD)

Quote Expiration: 05/31/2019

List Amount	65,373.00
Discounts	8,076.26
Total	57,296.74

**Total excludes applicable taxes*

Summary of Payments

Payment	Amount (USD)
Due Net 30	20,985.26
- Axon Body 2	0.00
Year 2	9,077.87
Year 3	9,077.87
Year 4	9,077.87
Year 5	9,077.87
Grand Total	57,296.74

Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature: _____ **Date:** _____
Name (Print): _____ **Title:** _____
PO# (Or write N/A): _____

Please sign and email to Claudia Mendiola at cmendiola@axon.com or fax to

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store buy.axon.com

Quote: Q-204516-43587.808CM

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DATE: May 7, 2019

SUBJECT: **MOTION 19-926** - To consider approving a Certificate of Appropriateness for property located at 533 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.

- The front façade restoration include: repair, repaint, and replace the lights of the street-facing façade of the building. The applicant proposes to repaint the façade in three colors (similar to current colors, but not exactly replicating the existing colors);
- 1. “Rugger Brown” brown color: field panels, 1st and 2nd story cornices, mullions
- 2. “Ruby Red” red color: 1 x 1 and 2 x 2 trim and similar, upper cornice details
- 3. Gold color: small trim, cove moldings, cornice details, and similar
- Repair where possible. Replacements of wood panels, trim, etc. as necessary with painted white pine, MDO board, fiber cement trim board, Fypon.
- Repaint sign background brown, gold letters, red and gold details as approved in 2000
- Replace lights/shades with same design and color in black

The Commissioners agreed the applicant must use historical colors that are consistent with the existing colors.

BUDGET/FISCAL IMPACT:

The owner was awarded a Façade Grant for this project in the amount of \$5,000 at the April 25, 2019 Historical Preservation Committee (HPC) meeting. All other costs associated with this project will be paid by the property owner.

RECOMMENDATION:

The Historic Preservation Commission (HPC) unanimously recommended approval of the Certificate of Appropriateness Application at their April 25, 2019 meeting.

TIMING/IMPLEMENTATION:

This item is for discussion at the May 7, 2019 Committee of the Whole meeting and per common practice i scheduled for final consideration at the Common Council meeting the same evening.

Attachments

COA 533 Milwaukee Ave.

AMERICAN COMPANIES CORPORATION CONSTRUCTION SPECIALTIES

800 E. NORTHWEST HWY SUITE #700
PALATINE, IL 60072

PHONE 800-459-8520
FAX 800-459-8157

March 25, 2019

Teacher Place Inc.
533 Milwaukee Ave.
Burlington, WI 53105

IN RE: Repair/Replacement/Restoration of building facade at 533 Milwaukee Ave

We are pleased to quote you for the proposed renovation at the aforementioned address.

All construction will be done in a timely and workman like manner between the hours of 8:00 am to 4:30 pm M – F with all materials and debris removed from the worksite daily.

Work scope includes all materials plus labor for carpentry, masonry repair, painting and electrical (to be subcontracted to licensed WI electrical subcontractor where necessary).

Work scope to include the following:

Ground floor level: replace deteriorated bulkhead and trim, replace deteriorated base trim at sidewalk level, remove, fabricate and replace two 4' x 4' decorative wall panels, replace three gooseneck light fixtures, repair window sills, repair to lower fiberglass cornice, cleaning and repair of signage.

Second floor level: replace deteriorated bay window panels, fabricate and replace bay window panels and custom trim, repair/replacement all window casings, repair and repaint all window screens, repair to upper cornice, frieze and architrave.

Entire front: cleaning and preparation for application of paint and detail. Application of paint and detail to all exterior painted surfaces.

Should you wish to engage our services, we require a deposit of \$1,000.00 with the signed contract and the balance is due upon completion. Upon receipt of the deposit, we will schedule an installation time and advise you of same.

Total contract price per the above stated parameters: \$16,061.00

Accepted:

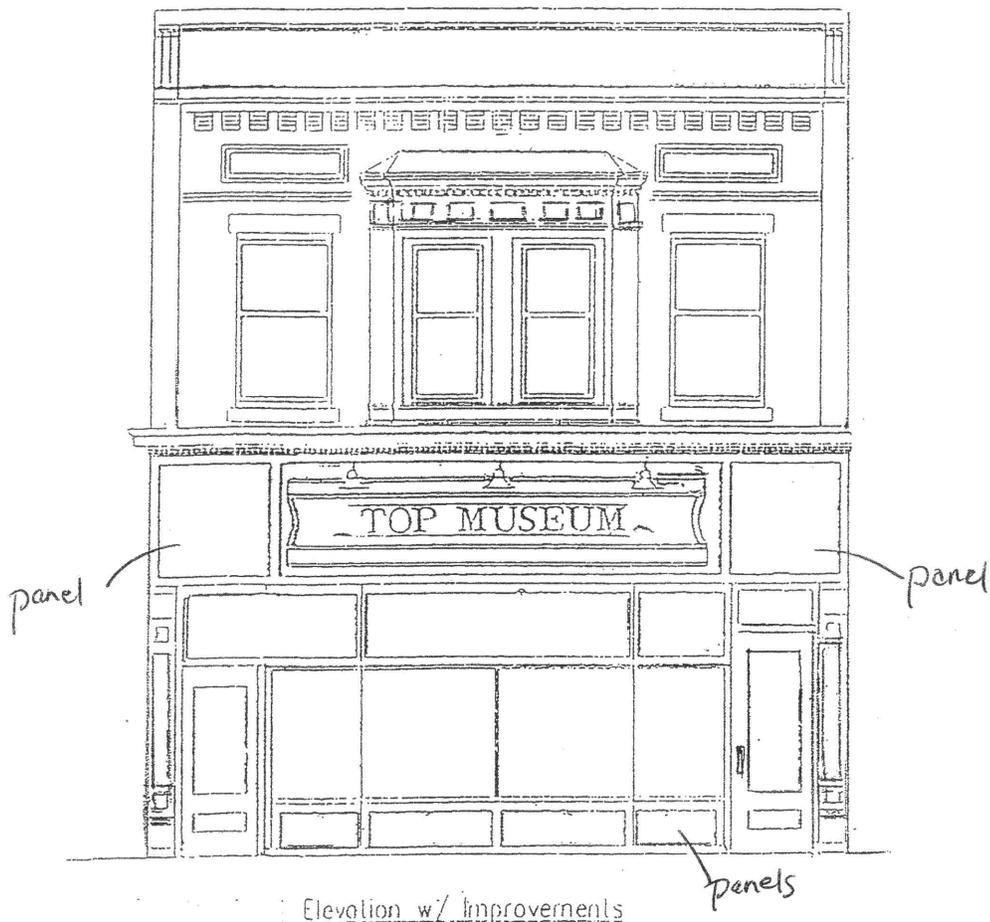
Teacher Place Inc

Date: _____

Countersigned:

American Companies Corporation

Date: _____



Elevation w/ Improvements

Approx. 26' W x 33' H

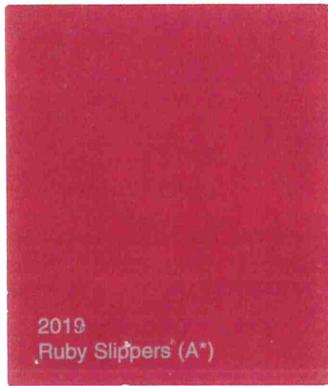
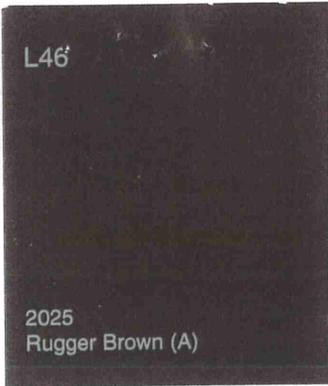
533 Milwaukee Avenue

- Color 1 "Rugger Brown" color: field panels, 1st & 2nd story cornices, mullions
- Color 2 "Ruby Slippers" red color: 1X and 2X trim and similar, upper cornice details
- Color 3 Gold: small trim, cove mouldings, cornice details, column details, and similar

- ~Repair where possible. Replacements of wood panels, trim, etc. as necessary with painted white pine, MDO board, fiber cement trim board, Fypon
- ~ restore and/or replace to replicate historic look
- ~Repaint sign background. brown; gold letters, red and gold detail as approved in 2000
- ~Replace lights/shades with same design and color: black

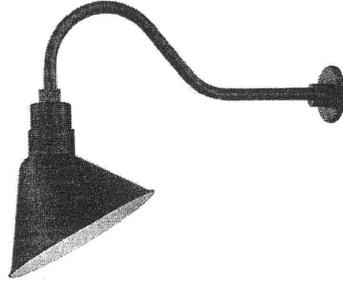
1/10 TM

Paint samples 533 Milwaukee Av, Burlington Wisconsin



COPY IS CLOSE TO ACTUAL
COLOR BUT NOT EXACT

Black Gooseneck Barn Light with 12" Scoop Shade



Product Number:	623534	Shade Material:	Metal
Manufacturer:	Recesso Lighting by Dolan Designs	Material:	Aluminum
Model Number:	BL-ARMQ-BLK/BL- SHD12S-BLK	Shipping:	UPS Regular
Collection:	Barn Light	Certification Agencies:	ETL
Manufacturer Finish:	Black	Backplate Dimension:	4.62
Manufacturer Shade Color:	Black	Wet Location:	Yes
Shade Shape:	Warehouse	Damp Location:	Yes
Total Wattage:	100 w.	Harsh Environ/Coastal:	No
Voltage Type:	Line Voltage	Weight:	2.66 lbs
Height:	20 in.	Made In America:	No
Width:	12 in.	Dusk To Dawn:	No
Depth:	26.38 in.	Motion Sensor:	No
Wattage:	100	Title 24:	No
Bulb Type:	Incandescent		
Bulb Shape:	A19		
Base Type:	Medium		
Number Of Bulbs:	1		
Bulb Included:	No		
Dark Sky:	No		
EnergyStar Compliant:	No		



533 Milwaukee Av, Burlington, Wisconsin Feb. 2019

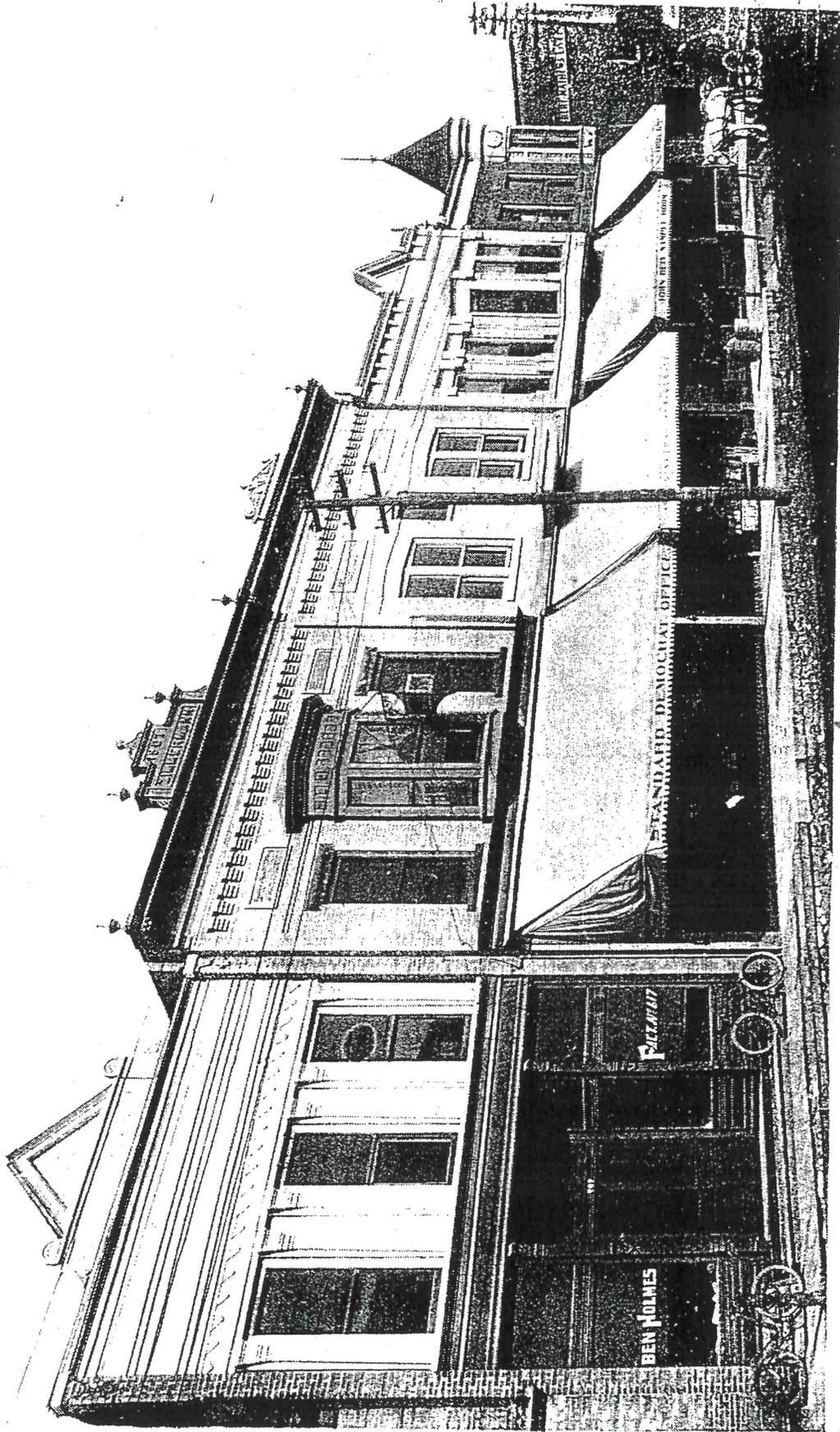
533 MILWAUKEE
KV

(COLORS FADED)

FEB. 2019

5/10 TM

20 BURLINGTON IN WISCONSIN



GENEVA STREET, LOOKING NORTHEAST, BURLINGTON
NEW MUMFORD AVE

533

CIRCA 1907

6/10 TM



533 MILWAUKEE AV
2661
7/107M



500 block Milwaukee Av., Burlington, Wisconsin Feb. 2019

↑ Feb. 2019

8/10 TM



DATE: May 7, 2019

SUBJECT: MOTION 19-927 - To consider approving a Certificate of Appropriateness for property located at 541 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.

- The front façade restoration include: repair, repaint, and replace the lights of the street-facing façade of the building. The applicant proposes to repaint the façade in three colors (similar to current colors, but not exactly replicating the existing colors);
- 1. “Olive Tree Green” green color: field panels, column details, upper cornice details
- 2. “Rugger Brown” brown color: 1 x 1 and 2 x 2 trim and similar, 1st story cornice, mullions
- 3. Gold color: small trim, cove moldings, cornice details, and similar
- Repair where possible. Replacements of wood panels, trim, etc. as necessary with painted white pine, MDO board, fiber cement trim board, Fypon.
- Repaint sign background brown, gold letters, green, and gold details as approved in 2000
- Replace lights/shades with same design and color in black

The Commissioners agreed the applicant must use historical colors that are consistent with the existing colors.

BUDGET/FISCAL IMPACT:

The owner was awarded a Façade Grant for this project in the amount of \$5,000 at the April 25, 2019 Historical Preservation Committee (HPC) meeting. All other costs associated with this project will be paid by the property owner.

RECOMMENDATION:

The Historic Preservation Commission (HPC) unanimously recommended approval of the Certificate of Appropriateness Application at their April 25, 2019 meeting.

TIMING/IMPLEMENTATION:

This item is for discussion at the April 25, 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 541 Milwaukee Ave

AMERICAN COMPANIES CORPORATION CONSTRUCTION SPECIALTIES

800 E. NORTHWEST HWY SUITE #700
PALATINE, IL 60072

PHONE 800-459-8520
FAX 800-459-8157

March 25, 2019

Teacher Place Inc.
533 Milwaukee Ave.
Burlington, WI 53105

IN RE: Repair/Restoration of building facade at 541 Milwaukee Ave

We are pleased to quote you for the proposed renovation at the aforementioned address.

All construction will be done in a timely and workman like manner with all materials and debris removed from the worksite daily.

Scope of work includes all materials plus labor for carpentry, masonry repair, painting and electrical (to be subcontracted to licensed WI electrical subcontractor where necessary).

Scope of work to include specifically the following:

Ground floor level: replace deteriorated bulkhead and trim; replace deteriorated base trim above concrete curb at sidewalk level; remove/repair/restore/reinstall two doors with deteriorated exterior surfaces; replace three gooseneck light fixtures; repair window sills.

Second floor level: replace deteriorated window panels; fabricate and replace window custom trim on panels; repair/replacement all window casings; repair to upper cornice and frieze; masonry repair.

Entire façade front: cleaning and preparation for application of paint and detail. Application of paint and detail to all exterior painted surfaces.

Should you wish to engage our services, we require a deposit of \$1,000.00 with the signed contract and the balance is due upon completion. Upon receipt of the deposit, we will schedule an installation time and advise you of same.

Total contract price per the above stated parameters: **\$11,182.00**

Accepted:

Teacher Place Inc.

Date: _____

Countersigned:

American Companies Corporation

Date: _____



Elevation w/ Improvements

Approx. 25' W x 33' H

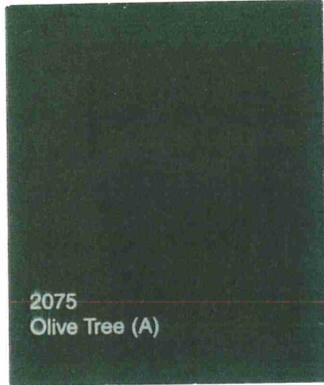
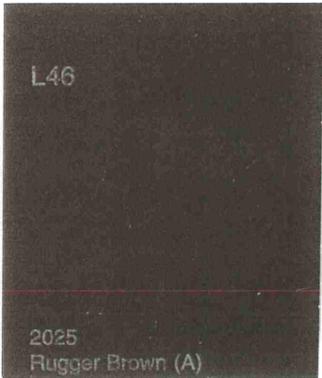
541 Milwaukee Av

Color 1 "Olive Tree Green" color: field panels, column details, upper cornice details
 Color 2 "Rugger Brown: color" 1X and 2X trim and similar, 1st story cornice, mullions
 Color 3 Gold: small trim, cove mouldings, cornice details, column details, and similar

- ~Repair where possible. Replacements of wood panels, trim, etc. as necessary with painted white pine, MDO board, fiber cement trim board, Fypon
- ~ restore and/or replace to replicate historic look
- ~Repaint sign background brown, gold letters, green and gold detail as approved in 2000
- ~Replace lights/shades with same design and color: black

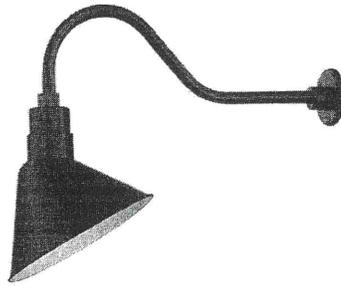
1/10

Paint samples 541 Milwaukee Av, Burlington Wisconsin

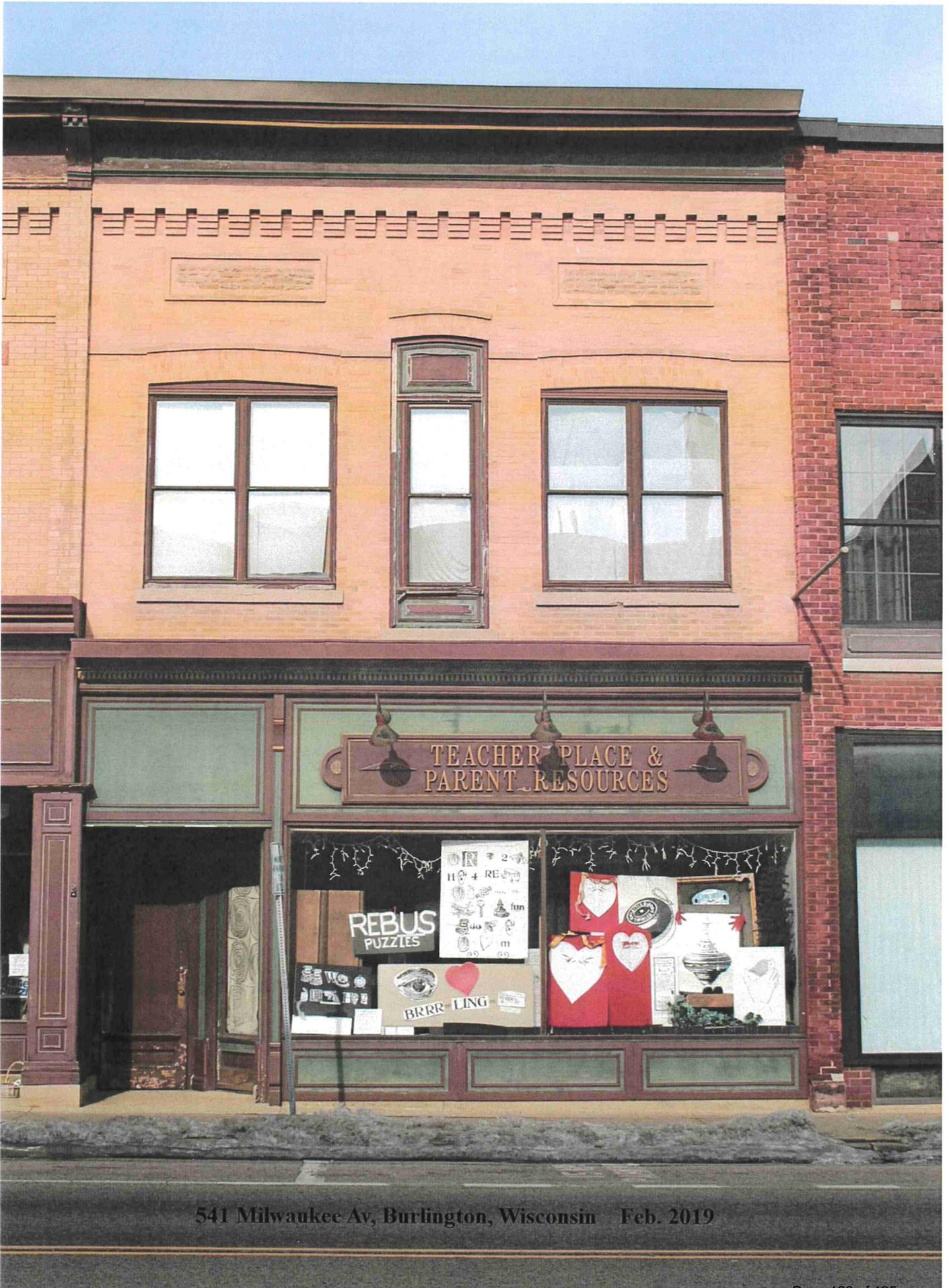


2/10

Black Gooseneck Barn Light with 12" Scoop Shade



Product Number:	623534	Shade Material:	Metal
Manufacturer:	Recesso Lighting by Dolan Designs	Material:	Aluminum
Model Number:	BL-ARMQ-BLK/BL- SHD12S-BLK	Shipping:	UPS Regular
Collection:	Barn Light	Certification Agencies:	ETL
Manufacturer Finish:	Black	Backplate Dimension:	4.62
Manufacturer Shade Color:	Black	Wet Location:	Yes
Shade Shape:	Warehouse	Damp Location:	Yes
Total Wattage:	100 w.	Harsh Environ/Coastal:	No
Voltage Type:	Line Voltage	Weight:	2.66 lbs
Height:	20 in.	Made In America:	No
Width:	12 in.	Dusk To Dawn:	No
Depth:	26.38 in.	Motion Sensor:	No
Wattage:	100	Title 24:	No
Bulb Type:	Incandescent		
Bulb Shape:	A19		
Base Type:	Medium		
Number Of Bulbs:	1		
Bulb Included:	No		
Dark Sky:	No		
EnergyStar Compliant:	No		

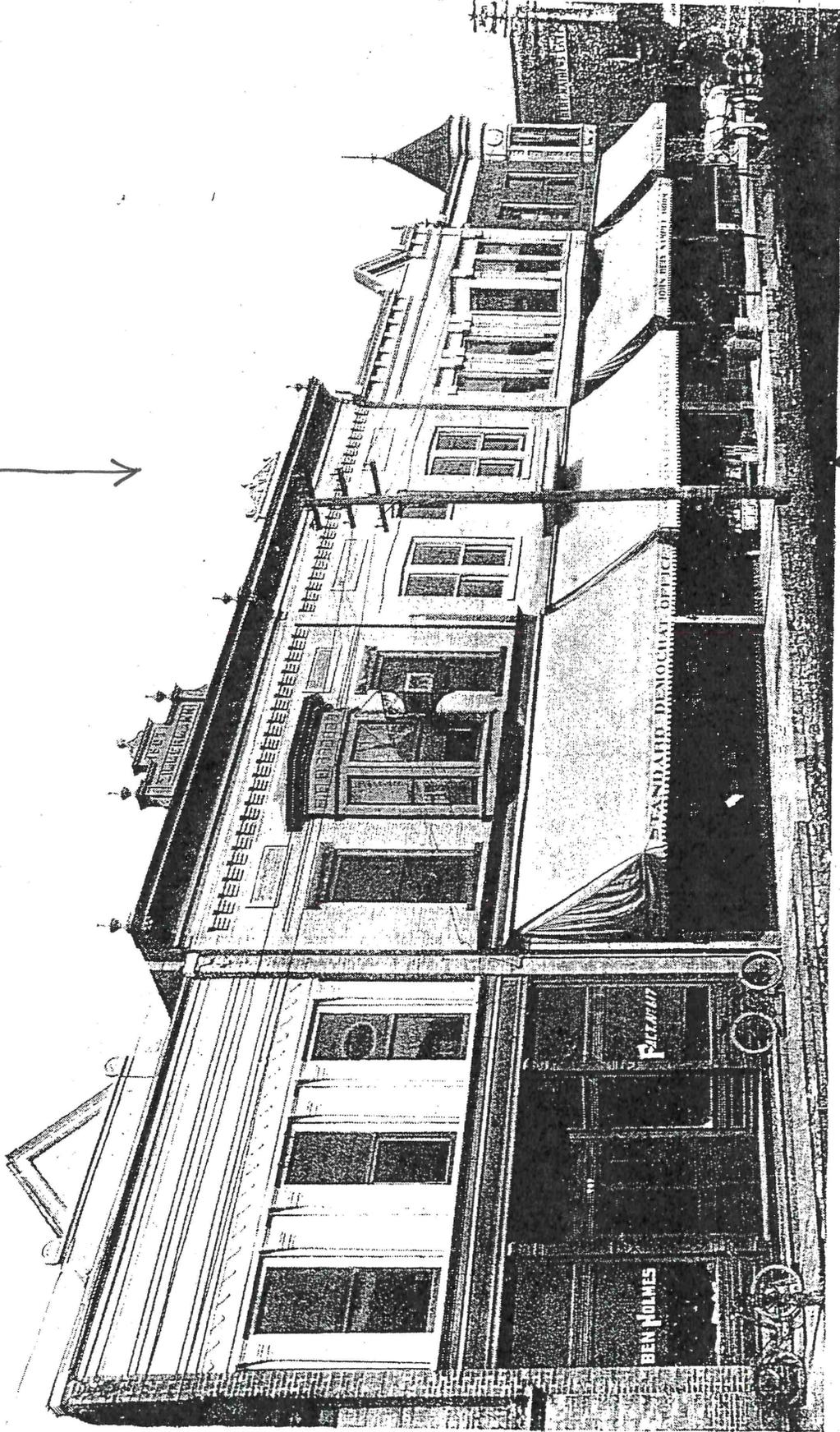


541 Milwaukee Av, Burlington, Wisconsin Feb. 2019

541 MILWAUKEE AV, BURLINGTON FEB. 2019

5/10

20 BURLINGTON IN WISCONSIN



GENEVA STREET, LOOKING NORTHEAST, BURLINGTON

Now Milwaukee Ave

541 MILWAUKEE AV
CIRCA 1907

6/10



533 MILWAUKEE AV

54 Milwaukee Av

1992

7/10



↓

500 block Milwaukee Av, Burlington, Wisconsin Feb. 2019

↑ FEB. 2019
511 MILWAUKEE AV

11/10



DATE: May 7, 2019

SUBJECT: MOTION 19-928 - To allow alcoholic beverage consumption on premise at the Burlington Senior Center.

SUBMITTED BY: Carina Walters, City Administrator

BACKGROUND/HISTORY:

The City of Burlington purchased the Knights of Columbus building in 2016, to provide a new location for the Burlington Senior Center. As a matter of policy, the City of Burlington does not allow for the procurement or consumption of alcoholic beverages on City owned property. As a result of city policy, the Common Council will need to approve the allowance of alcohol on city property, if so determined.

The Seniors were approached by Matt Daniels, owner of Daniels Family Funeral Home, to provide an additional funeral service that would allow food and alcohol beverage consumption, while garnering additional revenue for renting the Senior Center. To clarify, the Senior Center would not be applying for their own liquor license. Daniels would contract with an outside catering business, such as Drink, Inc., who would provide food and beverages to be consumed on premise. No monetary transactions would take place at the Senior Center, other than rental fees. All parties would have the appropriate insurance coverage.

Drink Inc., is a fully licensed food/catering business, which is affiliated with Gooseberries. They are able to provide a full service catered bar for any and all events, including funerals, weddings, holiday parties, birthdays, corporate functions, and many other special occasions. They offer customizable packages which are purchased at their licensed premises. They then bring the pre-purchased items to the designated location.

In addition, the Seniors would also like to have the ability to contract with Drink, Inc. (or a similar company), to provide beer/wine for other celebrations, should the occasion arise.

This evening, Susan Crane, Interim Executive Director, is here to discuss this opportunity in further detail.

BUDGET/FISCAL IMPACT:

N/A

RECOMMENDATION:

Staff would recommend the granting of alcoholic beverage consumption at the Senior Center, which would allow for additional revenue that will continue to benefit the seniors of being financially independent.

TIMING/IMPLEMENTATION:

This item is for discussion at the May 7, 2019, Committee of the Whole meeting and is scheduled for final consideration at the May 21, 2019, Common Council meeting.



COMMITTEE OF THE WHOLE

ITEM NUMBER 8D

DATE: May 7, 2019

SUBJECT: **MOTION 19-929** - To consider the annual insurance renewal with Ansay & Associates, LLC.

SUBMITTED BY: Carina Walters, City Administrator

BACKGROUND/HISTORY:

Ansay & Associates, LLC, the City's broker since July 2018, has obtained rates for our liability and worker's compensation lines of coverage. The worker compensation and general liability insurance covers all incidents of employees injured on the job and any damage claims to city property. Additionally, it covers the city against losses incurred from injuries occurring on city property.

The City has been working with our insurance carrier EMC for the past several years to reduce workers compensation claims. Ongoing training occurs regularly with the member of our staff in an effort to improve safety and reduce insurance claims.

The total premium for this year is \$387,547. This is an overall increase of less than 1% from the previous year. A detailed list of coverage and items relating to the decrease has been attached for your convenience.

Please note, the Senior Center in the amount of \$3,000 and pool insurance was not added to the premium as they are contractual obligations versus our premium.

Ansay & Associates, LLC will be in attendance at this evening's Committee of the Whole meeting.

BUDGET/FISCAL IMPACT:

The total insurance premium of \$387,547 is split between all the applicable funds.

RECOMMENDATION:

Staff recommends approval of the renewal.

TIMING/IMPLEMENTATION:

This item is for discussion at the May 7, 2019 Committee of the Whole meeting and scheduled for final consideration at the May 21, 2019 Common Council meeting.

Attachments

Ansay Stewardship



Ansay & ASSOCIATES
Insurance & Benefit Solutions

STEWARDSHIP REPORT

(2019)



**Service Commitment &
Performance Summary**



Presented by
Corina Kretschmer and Tony Matera

Courtesy of
Ansay & Associates
100 East Chestnut St.
Burlington, WI 53105

Stewardship Report

4/30/2019

Table of Contents

- I. Ansay Stewardship Overview
 - Our Value Proposition/Service Team
 - Executive Summary

- I. Service & Performance Review
 - Service Overview
 - 2019 Service Plan and Recommendations

- II. Insurance Transactional Summary

- III. Current Market Overview
 - Current Carrier Renewal Position

I. ANSAY STEWARDSHIP OVERVIEW

- **Our Value Proposition** for City of Burlington

Our goal is to achieve long-term relationships focused on bringing value to your risk management and insurance programs. We commit to using our collective talent to support your risk management and insurance goals. We promise to deliver to you the highest quality property and casualty insurance programs and strategic planning consultation services in a manner that is most suitable to achieving your business goals. We promise to identify activities that drive claim frequency and severity, and implement an action plan to contain losses. In addition, we promise to identify training needs and provide onsite assistance to actively address loss sources and promote a safe work environment for your employees.

This report helps us fulfill our promises by highlighting the value we have provided to you. We are giving you the opportunity to see how we are meeting your expectations.

Thank you from your service team,

Corina Kretschmer

Commercial Insurance Advisor

Tony Matera

Commercial Insurance Advisor

Kitty Vogt

Account Manager

Michael Anderson

Risk Manager

I. ANSAY STEWARDSHIP OVERVIEW

- **Executive Summary**

Ansay & Associates has been working on behalf of the City of Burlington since July 1, 2018. The City of Burlington was looking for an insurance agency to partner with that offers services to help with claim handling and loss control.

Ansay & Associates and the City of Burlington have developed a strong relationship. The Ansay team met with the department heads in August to make introductions and provide them with the new procedures for workers compensation claims. We also introduced information on our risk management products and services. Ansay & Associates supports the City of Burlington in many ways including, but not limited to: Safety training, policy and procedures review, certificate review, onsite risk control inspections, contract reviews.

The City of Burlington has been insured with EMC Insurance for over 40 years. The relationship will remain with EMC Insurance. The decision to partner with Ansay & Associates has provided the city with the opportunity to more thoroughly review the policy. There have been, and continue to be many coverage adjustments. EMC Insurance offers many online safety management resources that will further advance the City of Burlington's risk management program.



II. SERVICE & PERFORMANCE REVIEW

- **Service Overview**

Due to the many ongoing changes, we did not provide a firm service plan for the first year.

Loss Control-

- Ansay & Associates partnered with EMC Insurance and provided seminars on anti-harassment to all employees and volunteers.
- Corina met with HR to introduce and provide training on Ansay RiskPro, the Risk Assessment Management software program.

New Workers Compensation Claims Procedure Implemented-

- A new procedure for Workers Compensation claims reporting was introduced.
- Corina attended the employee workshop to introduce Ansay and to discuss with employees the new procedure on how to submit a workers compensation claim.
- Ansay & Associates introduced EMC's 24 hour On Call Nurse Hotline for work related injuries to help reduce the liability to the city and to be the first point of contact.
- A new Return to Work policy was implemented, to help reduce lost time claims.

New Certificate of Insurance Procedure Implemented-

- Introduced and trained Stacey on Ansay RiskPro to track the City of Burlington's certificates of insurance.
- Ansay Express was introduced and training was provided to issue certificates, view policies, make changes, and print auto ID cards.

New Contract and Sub-Contractors Agreements Procedure-

- Corina and Kitty met with Carina and attorney John to discuss the contracts and sub-contractors agreements. This is ongoing.

II. SERVICE & PERFORMANCE REVIEW

- **2019 Service Plan Recommendations**

Risk Management Initiatives:

- Implement safety procedures in all departments for employees by providing department heads access to Ansay RiskPro's video library and training portal.
- Have an EMC loss control visit to the Public Works and Water Treatment Plant May-June
- Increase frequency of jobsite visits: June, November, March
- Semi-annual Claim Reviews with EMC Insurance
- Update all contracts and sub-contractors agreements to correspond with minimum insurance requirements.

III. INSURANCE TRANSACTIONAL SUMMARY

Ansay & Associates strives to exceed the City of Burlington's expectations by committing to provide an exceptional customer experience.

Day to day client touches:

- Total number of certificates issued to date – 3
 - Review all insurance contractual requirements provided by the City of Burlington
 - Handling of Additional Insured & Waiver of Subrogation endorsements with EMC 'if any'
- Total number of claims reported to Ansay & Associates from July 1st to current – 33
- Total number of policy changes – 32
- Total number of phone calls for coverage inquiries – 60+
- Total number of accounting transactions – 1
- RiskPro Training – 2
- Number of appointments to review coverage – 7

Additional Customer Experience offerings:

- Ansay Express: 24/7 access to this portal ensures top of the line protection. Anytime, Anywhere
 - Electronic Document Availability
 - View Policy Information
 - Retrieve or Reprint Auto ID cards
 - Reissue Certificates of Insurance

2019-2020 CURRENT MARKET OVERVIEW

- **Renewal Position**



EMC Insurance: Given the long-term relationship, EMC has agreed to offer an 18% Flat Workers Compensation Dividend.

Company	Line of Coverage	7/1/18 – 5/15/19	5/15/19- 5/15/20
EMC	General Liability	\$24,174	\$33,312
EMC	Law Enforcement Liability	\$3,641	\$4,398
EMC	Property	\$93,778	\$113,459
EMC	Crime	\$1,016	\$1,144
EMC	Auto	\$37,652	\$47,966
EMC	Line Backer	\$7,645	\$9,170
EMC	Cyber Liability (\$50,000)	\$864	NA
BCS	Cyber Liability (\$1,000,00)	NA	\$3,112
EMC	Equipment Schedule	\$6,952	\$7,979
EMC	Umbrella	\$14,755	\$19,487
EMC	Work Comp	\$130,398	\$145,365
ACE	Airport Liability	\$2,155	\$2,155
	Total Premium	\$323,030*	\$387,547

*Premium total is reflective of a 10 month premium (7/1/18-5/15/19) cost versus a full year. Estimated full year premium is \$387,205.