



**AGENDA
COMMON COUNCIL**

Tuesday, January 21, 2020

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

Mayor Jeannie Hefty
Susan Kott, Alderman, 1st District
Theresa Meyer, Alderman, 1st District
Bob Grandi, Alderman, 2nd District
Ryan Heft, Alderman, 2nd District
Steve Rauch, Alderman, 3rd District
Jon Schultz, Council President, Alderman, 3rd District
Thomas Preusker, Alderman, 4th District
Todd Bauman, Alderman, 4th District

Student Representatives:

Thomas Martin, Student Representative (BHS)
Peter DeSmidt, Student Representative (CCHS)

1. **Call to Order / Roll Call**
2. **Pledge of Allegiance**
3. **Citizen Comments**
4. **Chamber of Commerce Representative**
5. **Approval of Minutes** *(S. Rauch)*
 - A. To approve the January 7, 2020 Common Council Meeting Minutes.
6. **Letters and Communications** *(J. Schultz)*
 - To approve the excused absence of Alderman Bob Grandi from the January 21, 2020 Committee of the Whole and Common Council Meeting.
7. **Reports by Aldermanic Representatives and Department Heads** *(T. Preusker)*
8. **Reports** *(T. Bauman)*
 - A. To approve Reports 1 - 3 as submitted.
9. **Payment of Prepaids and Vouchers** *(S. Kott)*

A. To approve the Prepaid and Vouchers list for bills accrued through January 21,2020.

Total Prepaid:	\$ 6,176,748.36
Total Vouchers:	\$ 116,250.84
Grand Total:	\$ 6,292,999.20

10. **Licenses** (T. Meyer)

A. To approve Operator's License Applications as submitted.

11. **Appointments and Nominations** (R. Heft)

- To approve the appointment of Election Inspector to Ellen Chilson for a two-year term ending December 31, 2021.
- To approve the appointment of Election Inspector to Carol Huckstorf for a two-year term ending December 31, 2021.

12. **PUBLIC HEARINGS:** (S. Rauch)

A. To hear comments and concerns regarding a rezone request for property located at 257 Kendall Street.

13. **RESOLUTIONS:**

- A. **Resolution 4980(33)** - To approve Amendment Number One to the Development Agreement for the Glen at Stonegate Subdivision Addition No. II. (J. Schultz)
- B. **Resolution 4981(34)** - To approve Reduction Number Two to the Letter of Credit for the roadway, sanitary sewer and water main utility infrastructure improvements for the Glen at Stonegate Subdivision, Addition No. II. (T. Presuker)
- C. **Resolution 4982(35)** - To approve a Resolution Authorizing the Application to the Wisconsin Economic Development Corporation Community Development Investment Grant for 700 N. Pine Street (Low Daily, LLC) Redevelopment Project. (T. Bauman)
- D. **Resolution 4983(36)** - To approve a Developers Agreement with Low Daily, LLC for the 700 N. Pine Street Property as a part of the Community Development Investment Grant (CDI) offered through the Wisconsin Economic Development Corporation (WEDC). (S. Kott)
- E. **Resolution 4984(37)** - To approve a three-year engagement letter with Sitzberger CPA's in the not-to-exceed amounts for year-end audits in 2019 of \$30,000, 2020 of \$30,900, and 2021 of \$31,830. (T. Meyer)
- F. **Resolution 4985(38)** - To authorize the Construction of Bicycle and Pedestrian Facilities as Part of the Reconstruction of Maryland Avenue. (R. Heft)

14. **ORDINANCES:** None

15. **MOTIONS:** None

16. **ADJOURN INTO CLOSED SESSION** (*S. Rauch*)
Wis. Stats 19.85(1)(g) Conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved.
 - Discussion with City Attorney John Bjelajac, regarding possible claims of defamation against Ms. Joann Koenecke, with respect to the City of Burlington and one or more of its employees.
17. **RECONVENE INTO OPEN SESSION** (*J. Schultz*)
18. **ACT ON ITEMS FROM CLOSED SESSION IF NECESSARY**
- Consideration and possible action on recommendations for matters discussed in Closed Session by the Common Council.
19. **ADJOURNMENT** (*T. Preusker*)

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



COMMON COUNCIL REGULAR

ITEM NUMBER 5A

DATE: January 21, 2020

SUBJECT: MEETING MINUTES - To approve the January 7, 2020 Common Council Meeting Minutes.

SUBMITTED BY: Diahnn Halbach, City Clerk

BACKGROUND/HISTORY:

The attached minutes are from the January 7, 2020 Common Council meeting.

BUDGET/FISCAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval of the attached minutes from the January 7, 2020 Common Council meeting.

TIMING/IMPLEMENTATION:

This item is scheduled for final consideration at the January 21, 2020 Common Council meeting.

Attachments

CC Min



**CITY OF BURLINGTON
Common Council Minutes
Jeannie Hefty, Mayor
Diahn Halbach, City Clerk
Tuesday, January 7, 2020**

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

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

Student Representatives - Present: Peter DeSmidt (CCHS). Excused: Thomas Martin (BHS).

Staff present: City Attorney John Bjelajac, City Administrator Carina Walters, Assistant City Administrator/Zoning Administrator Megan Watkins, Finance Director Steven DeQuaker, Public Works Director Peter Riggs, Police Chief Mark Anderson, Fire Chief Alan Babe, Building Inspector Gregory Guidry, and City Intern Nicholas Faust.

2. **Pledge of Allegiance**

3. **Citizen Comments** - NONE

4. **Chamber of Commerce Representative**

Jeff VanLysal, Chamber Representative, provided an update on upcoming events including the January 16, 2020 Annual Chamber Dininer, and the January 17-19 Hot Chocolate Fest which will feature dueling pianos, live bands, and a fundraiser breakfast to raise money for a new Santa's Chalet.

5. **Approval of Minutes** - To approve the December 17, 2019 Common Council Meeting Minutes.
Motion: Alderman Schultz. Second: Alderman Bauman. With all in favor, the motion carried.

6. **Letters and Communications** - None.

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

Alderman Rauch reported that he was asked to make a presentation regarding state and local government to the Lyons school 4th graders on Friday January 17.

8. **Reports** - To approve Reports 1- 3 as submitted.
Motion: Alderman Rauch. Second: Alderman Kott. With all in favor, the motion carried.

9. **Payment of Prepaids and Vouchers** - To approve the Prepaids and Vouchers list for bills accrued through January 7, 2020.
Motion: Alderman Bauman. Second: Alderman Heft. Roll Call Vote: Aye - 7. Nay - 0. The motion carried.

10. **Licenses**

- A. Consideration to issue a "Class B" Liquor License to Michael Hammes for 597 N. Pine Street, LLC located at 597 N. Pine Street (aka Rugan's).
Motion: Alderman Kott. Second: Alderman Bauman. Roll Call Vote: Aye - 7. Nay - 0. The motion carried.
- B. To approve Operator's License Applications as submitted.
Motion: Alderman Meyer. Second: Alderman Rauch. With all in favor, the motion carried.
11. **Special Events** - None.
12. **Appointments and Nominations** - To approve the appointment of Election Inspector to Brenda Belot for a two-year term expiring December 31, 2021.
Motion: Alderman Grandi. Second: Alderman Heft. With all in favor, the motion carried.
13. **PUBLIC HEARINGS:** None
14. **RESOLUTIONS:**
- A. **Resolution 4978(31)** - To accept a Grant Agreement from the Federal Emergency Management Agency (FEMA) under the Assistance to Firefighters Grant Program (AFG) in the amount of \$87,620.95 for the purchase of a Direct Source Exhaust Extraction System.
Motion: Alderman Heft. Second: Alderman Meyer. Roll Call Vote: Aye - 7. Nay - 0. The motion carried.
- B. **Resolution 4979(32)** - To approve the bid award to Hastens Air Energy Control, Inc. for a Plymovent Direct Capture Exhaust System for the not-to-exceed amount of \$92,000.00, as a part of the Federal Emergency Management Agency (FEMA) Assistance to Firefighters Grant (AFG) program.
Motion: Alderman Rauch. Second: Alderman Bauman. Roll Call Vote: Aye - 7. Nay - 0. The motion carried.
15. **ORDINANCES:**
- A. **Ordinance 2054(20)** - To approve Repealing and Recreating the Provisions of Chapter 67-10 of the Municipal Code for the City of Burlington regarding Destruction of Records and to Adopt and Replace with the State of Wisconsin Municipal Records Schedule (WMRS).
Motion: Alderman Schultz. Second: Alderman Meyer. With all in favor, the motion carried.
16. **MOTIONS:**
- A. **Motion 20-952** - To consider approving a Certificate of Appropriateness for property located at 109 E. Chestnut Street.
Motion: Alderman Bauman. Second: Alderman Grandi. With all in favor, the motion carried.
- B. **Motion 20-953** - To consider approval of a Certificate of Appropriateness for property located at 473 Milwaukee Avenue.
Motion: Alderman Bauman. Second: Alderman Heft. With all in favor, the motion carried.
17. **ADJOURNMENT**
Motion: Alderman Kott. Second: Alderman Rauch. With all in favor, the motion carried and the meeting was adjourned at 7:14 p.m.

Minutes respectfully submitted by:

Diahnn C. Halbach
City Clerk
City of Burlington



COMMON COUNCIL REGULAR

ITEM NUMBER 8A

DATE: January 21, 2020

SUBJECT: REPORTS - To approve Reports 1- 3 as submitted.

SUBMITTED BY: Diahnn Halbach, City Clerk

BACKGROUND/HISTORY:

Attached please find the following reports:

1. Police & Fire Commission Minutes, 12-3-2019
2. Plan Commission Minutes, 12-10-2019
3. Committee of the Whole Minutes, 1-7-2020

BUDGET/FISCAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends that Council approves the submitted reports.

TIMING/IMPLEMENTATION:

This item is scheduled for consideration at the January 21, 2020 Common Council meeting.

Attachments

PFC Minutes

Plan Minutes



CITY OF BURLINGTON

POLICE – FIRE COMMISSION

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



MINUTES

City of Burlington Police and Fire Commission
Burlington Fire Department
165 W. Washington Street, Burlington, Wisconsin
December 3, 2019

1. Call to Order:

Commissioner McMullen called the meeting to order at 5:00p.m.

2. Roll Call:

Commissioners in attendance Mark McMullen, Peter Hintz, Kevin Morrow, Jeff Erickson, and Chris Miller. Fire Chief Alan Babe, Police Chief Mark Anderson, and Burlington Human Resource Manager Jason Corbin.

3. Public Comments:

None.

4. Approval of Minutes

The minutes from the November 11, 2019 PFC meeting was amended (corrected the January PFC Meeting Date to January 13, 2020) and approved on a motion to approve by Commissioner Morrow, seconded by Commissioner Hintz all ayes motion carried at 5:02pm.

5. Police Chief Business

None.

6. Fire Chief's Report and Business

On a motion by Commissioner Erickson and seconded by Commissioner Morrow at 5:07pm all ayes carried the motion we convened into closed session pursuant to section 19.85 (1) (c) Wisconsin statutes for conducting employment, promotion, compensation, or performance evaluation data of any public employee over which this governmental body has jurisdiction or exercises responsibility.

On a motion by Commissioner Miller and seconded by Commissioner Hintz we reconvened into open session at 8:31pm

On a motion by Commissioner Miller and seconded by Commissioner Morrow, Amanda Moeller, Heather Symson, Courtney Jinar, Brian Tilapa, and Ronnie Mason were added to the Full Time Fire Department eligibility list all ayes carried the motion.

7. Police and Fire Commission Business

None.

8. Adjourn

Motion by Commissioner Erickson to adjourn seconded by Commissioner Morrow, all ayes carried the motion at 8:35p.m.

Respectfully submitted,
Commissioner Erickson, Secretary

Please note if you are disabled and have accessibility needs or information interpreted for you, please call the City Clerk's office at 262-763-3717 at least 24 hours prior to the meeting.



Minutes
City of Burlington Plan Commission
December 10, 2019, 6:30 p.m.

Mayor Jeannie Hefty called the Plan Commission meeting to order at 6:30 p.m. Roll call: Alderman Tom Preusker; Commissioners Chad Redman; Andy Tully; John Ekes; and Art Gardner were present. Alderman Bob Grandi was excused.

APPROVAL OF MINUTES

Commissioner Redman moved, and Commissioner Gardner seconded to approve the minutes of November 12, 2019. All were in favor and the motion carried.

LETTERS & COMMUNICATIONS

None

CITIZEN COMMENTS

None

OLD BUSINESS

None

NEW BUSINESS

A. Public Hearing to hear public comments regarding a Conditional Use application from David Stauffacher for property located at 416 E. Jefferson Street, to use as a single-family residence.

- Mayor Hefty opened the Public Hearing at 6:30 p.m.
- There were no comments.

Alderman Preusker moved, and Commissioner Ekes seconded to close the Public Hearing at 6:31 p.m.

All were in favor and the motion carried.

B. Consideration to approve a Conditional Use and Site Plan application from David Stauffacher for property located at 416 E. Jefferson Street to store trucks and supplies in order to operate a lawn care business, subject to Graef's, Kapur & Associates', and Fire Department's memorandums to the Plan Commission.

- Mayor Hefty opened this item for discussion.

- Tanya Fonseca, Graef, explained this property was rezoned at the November 12, 2019 Plan Commission meeting, and is required to obtain a Conditional Use Permit for use as a single-family residence.
- There were no further comments.

Alderman Preusker moved, and Commissioner Redman seconded to approve the Conditional Use.

All were in favor and the motion carried.

C. Public Hearing to hear public comments regarding a Conditional Use application from Bernard Petersen for property located at 109 E. Chestnut Street, to allow for a fenced-in outdoor seating in the rear yard.

- Mayor Hefty opened the Public Hearing at 6:33 p.m.
- There were no comments.

Commissioner Tully moved, and Commissioner Ekes seconded to close the Public Hearing at 6:34 p.m.

All were in favor and the motion carried.

D. Consideration to approve a Conditional Use and Site Plan application from Bernard Petersen for property located at 109 E. Chestnut Street to construct a fenced-in outdoor seating in the rear yard, subject to Graef's, memorandum to the Plan Commission.

- Mayor Hefty opened this item for discussion.
- Ms. Fonseca explained a Conditional Use is required for outdoor seating. Ms. Fonseca stated all codes and requirements are met, plus the owner is presenting the signage and Certificate of Appropriateness at the December 19, 2019 Historic Preservation Commission meeting.
- Commissioner Gardner questioned about the lighting being too bright by the gate off the alley, and was concerned for the safety of pedestrians if someone exits into the alley. Bernard Petersen, owner, stated the gate entrance is simply for traffic and not a public entrance.
- There were no further comments.

Commissioner Redman moved, and Commissioner Tully seconded to approve the Conditional Use and Site Plan.

All were in favor and the motion carried.

ADJOURNMENT

Alderman Preusker moved, and Commissioner Tully seconded to adjourn the meeting at 6:35 p.m.

All were in favor and the motion carried.

Recording Secretary

Kristine Anderson
Administrative Assistant



DATE: January 21, 2020

SUBJECT: PREPAID AND VOUCHERS - To approve the Prepaid and Vouchers list for bills accrued through January 21,2020.

SUBMITTED BY: Steven DeQuaker, Finance Director

BACKGROUND/HISTORY:

Attached please find the Prepaid and Voucher list for bills accrued through January 21, 2020:

Total Prepaid:	\$ 6,176,748.36
Total Vouchers:	\$ 116,250.84
Grand Total:	\$ 6,292,999.20

BUDGET/FISCAL IMPACT:

5 Largest Disbursements on the Prepaid and Voucher List:

1. \$4,047,834.33 Burlington Area School District - January Settlement Racine & Walworth County
2. \$1,514,835.18 Racine County Treasurer - January Settlement
3. \$ 352,991.54 Gateway-Kenosha Campus - January Settlement Racine & Walworth County
4. \$ 102,572.40 PSG Construction Inc - Riverside Park Improvement
5. \$ 46,256.35 Johns Disposal Service Inc - Contracted Garbage & Recycle

RECOMMENDATION:

Staff recommends that the Common Council accept and approve these Prepaid and Vouchers in the amount of \$6,292,999.20.

TIMING/IMPLEMENTATION:

This item is scheduled for consideration at the January 21, 2020 Common Council meeting.

Attachments

- Prepaid 12.27.19
- Prepaid 01.03.20
- Prepaid 01.10.20
- Vouchers 01.21.20

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
100454521001						
100-454521-001 BOND FEES	MT PLEASANT POLICE DEPART	Lalor, Nathan J Case: #17-22070	17-22070	12/26/2019	272.00	12/27/2019
100-454521-001 BOND FEES	KENOSHA CIRCUIT COURT	Williams, Gregory A Warrant #14CT827	14CT82	12/26/2019	300.00	12/27/2019
Total 100454521001:					572.00	
100525211225						
100-525211-225 POLICE - TELEPHONE	AT & T	831 000 7991 401	9177871500	12/11/2019	1,224.40	12/27/2019
Total 100525211225:					1,224.40	
100535321225						
100-535321-225 STREETS - TELEPHONE	TDS	TDS DPW 262-539-3770 (SPLIT)	262-539-3770 12/19	12/19/2019	87.81	12/27/2019
Total 100535321225:					87.81	
100535321248						
100-535321-248 STREETS REP & MAINT BL	RUNDLE-SPENCE	Toilet Repairs	S2812406.001	12/16/2019	90.81	12/27/2019
Total 100535321248:					90.81	
100535321261						
100-535321-261 STREETS - LIGHTING UTILI	WE ENERGIES	0455-414-409	0455414409DEC19	12/19/2019	245.60	12/27/2019
100-535321-261 STREETS - LIGHTING UTILI	WE ENERGIES	4404-149-064	4404149064DEC19	12/19/2019	48.47	12/27/2019
100-535321-261 STREETS - LIGHTING UTILI	WE ENERGIES	5406-087-899	5406087899DEC19	12/19/2019	135.02	12/27/2019
Total 100535321261:					429.09	
100535321310						
100-535321-310 STREETS - OFF SUPP/POS	CANON FINANCIAL SERVICES,	Contrat No. WI#505ENT-M15-MFD (split)	20892356	12/13/2019	69.76	12/27/2019
100-535321-310 STREETS - OFF SUPP/POS	CANON FINANCIAL SERVICES,	Contract No. 3091 /505ENT-M15-MFDCopier	20892357	12/13/2019	5.59	12/27/2019
Total 100535321310:					75.35	
100555551220						
100-555551-220 PARKS - UTILITIES	WE ENERGIES	0435-566-939	0435566939DEC19	12/19/2019	31.63	12/27/2019
Total 100555551220:					31.63	
100555551225						
100-555551-225 PARKS - TELEPHONE	TDS	TDS DPW 262-539-3770 (SPLIT)	262-539-3770 12/19	12/19/2019	43.90	12/27/2019
Total 100555551225:					43.90	
100555551248						
100-555551-248 PARKS - REPAIR MAINT BL	RUNDLE-SPENCE	Toilet Repairs	S2812406.001	12/16/2019	90.81	12/27/2019
Total 100555551248:					90.81	
100555551310						
100-555551-310 PARKS - OFFICE SUPP, PO	CANON FINANCIAL SERVICES,	Contrat No. WI#505ENT-M15-MFD (split)	20892356	12/13/2019	34.89	12/27/2019
100-555551-310 PARKS - OFFICE SUPP, PO	CANON FINANCIAL SERVICES,	Contract No. 3091 /505ENT-M15-MFDCopier	20892357	12/13/2019	2.80	12/27/2019
Total 100555551310:					37.69	
251454572000						
251-454572-000 LIBRARY FINES	UNIQUE MANAGEMENT SERVI	Collection Co.	569786	12/23/2019	62.65	12/27/2019

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
Total 251454572000:					62.65	
251555511225						
251-555511-225 TELEPHONE	WI DEPT OF ADMINISTRATION	Library-Teach Services	505-0000042542	12/23/2019	600.00	12/27/2019
Total 251555511225:					600.00	
251555511247						
251-555511-247 REPAIR,MAINTENANCE BUI	BRODART COMPANY	LIBRARY DISPLAY SHELVING	545034	12/23/2019	670.45	12/27/2019
251-555511-247 REPAIR,MAINTENANCE BUI	DEMCO	Book Bins	6729329	12/23/2019	384.37	12/27/2019
251-555511-247 REPAIR,MAINTENANCE BUI	MENARDS	Supplies-Library	7897MEN	12/23/2019	13.28	12/27/2019
251-555511-247 REPAIR,MAINTENANCE BUI	VORPAGEL SERVICE INC.	Heating Maintenance-Library	113019VSI	12/23/2019	1,734.84	12/27/2019
251-555511-247 REPAIR,MAINTENANCE BUI	DONERITE JANITORIAL SERV I	Library Janitorial Service	3461 DRJ	12/23/2019	1,210.00	12/27/2019
Total 251555511247:					4,012.94	
251555511310						
251-555511-310 OFFICE SUPPLIES, POSTA	LAKESHORE LIBRARY SYSTEM	Library Bags	2194LLS	12/23/2019	102.00	12/27/2019
251-555511-310 OFFICE SUPPLIES, POSTA	AMAZON.COM/GE MONEY	General Supplies	1219AMAZ2	12/23/2019	39.86	12/27/2019
251-555511-310 OFFICE SUPPLIES, POSTA	STAPLES BUSINESS ADVANTA	STAPLES LIBRARY SUPPLIES	112519SBC	12/23/2019	63.54	12/27/2019
Total 251555511310:					205.40	
251555511312						
251-555511-312 COMPUTER SUPPLIES	LAKESHORE LIBRARY SYSTEM	Tech Services	2187LLS	12/23/2019	94.58	12/27/2019
Total 251555511312:					94.58	
251555511324						
251-555511-324 MEMBERHSIP DUES	WI LIBRARY ASSN.	Membership Renewal	7247WLA	12/23/2019	216.00	12/27/2019
251-555511-324 MEMBERHSIP DUES	AMERICAN LIBRARY ASSOCIAT	LIBRARY MEMBERSHIP RENEWAL	1219ALA	12/27/2019	409.00	12/27/2019
Total 251555511324:					625.00	
251555511327						
251-555511-327 MATERIALS	BAKER & TAYLOR	Children's Material	2034933665	12/23/2019	613.59	12/27/2019
251-555511-327 MATERIALS	BAKER & TAYLOR	Library Materials	2034970673	12/23/2019	4,380.00	12/27/2019
251-555511-327 MATERIALS	BAKER & TAYLOR ENTERTAIN	DVD's	H41510260	12/23/2019	125.20	12/27/2019
251-555511-327 MATERIALS	CENTER POINT LARGE PRINT	Large Print Material	1741811	12/23/2019	362.28	12/27/2019
251-555511-327 MATERIALS	WI DEPT OF PUBLIC INSTRUCT	WISCAT License Renewal	01346-S2Y4T9	12/23/2019	200.00	12/27/2019
251-555511-327 MATERIALS	GREY HOUSE PUBLISHING	Library Reference Materials	355807	12/23/2019	216.00	12/27/2019
251-555511-327 MATERIALS	FINDAWAY WORLD LLC	5 Playaways	306212	12/23/2019	351.45	12/27/2019
251-555511-327 MATERIALS	BAKER & TAYLOR - AUDIOBOO	Audiobooks	2034874603	12/23/2019	2.73	12/27/2019
Total 251555511327:					6,251.25	
251555511345						
251-555511-345 PROGRAMS	AMAZON.COM/GE MONEY	Childrens Program Supplies	1219AMAZ1	12/23/2019	81.82	12/27/2019
251-555511-345 PROGRAMS	ANDERS, MARY	SUPPLIES-PROGAM	1219MA	12/23/2019	90.00	12/27/2019
Total 251555511345:					171.82	
621575740225						
621-575740-225 TELEPHONE	TDS	TDS WWTP 262-539-3646	262-539-3646 12/19	12/19/2019	193.42	12/27/2019
Total 621575740225:					193.42	

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
621575740244						
621-575740-244 REPAIRS,MAINT EQUIPMEN	RUNDLE-SPENCE	Bulk Water Filling Station plumbing parts	S2811057.001	12/11/2019	693.16	12/27/2019
621-575740-244 REPAIRS,MAINT EQUIPMEN	MENARDS	Supplies-WWTP	4489	10/22/2019	25.52	12/27/2019
Total 621575740244:					718.68	
622506230000						
622-506230-000 SUPPLIES	MINUTEMAN PRESS OF BURLI	Daily Record Pad	39384	07/17/2019	148.60	12/27/2019
Total 622506230000:					148.60	
622509210000						
622-509210-000 OFFICE SUPPLY	TDS	TDS DPW 262-539-3770 (SPLIT)	262-539-3770 12/19	12/19/2019	87.81	12/27/2019
622-509210-000 OFFICE SUPPLY	TIME WARNER CABLE	Acct#715297601 WATER SCADA	715297601121519	12/15/2019	129.89	12/27/2019
622-509210-000 OFFICE SUPPLY	CANON FINANCIAL SERVICES,	Contrat No. WI#505ENT-M15-MFD (split)	20892356	12/13/2019	69.76	12/27/2019
622-509210-000 OFFICE SUPPLY	CANON FINANCIAL SERVICES,	Contract No. 3091 /505ENT-M15-MFDCopier	20892357	12/13/2019	5.59	12/27/2019
Total 622509210000:					293.05	
864212001						
864-212001 REFUNDS PAYABLE	BENSTEAD, RODNEY & LORI	PROPERTY TAX REFUND 2019	195216	12/23/2019	92.04	12/27/2019
864-212001 REFUNDS PAYABLE	MYSZKEWICZ, JOSEPH & TERR	Property Tax Refund 2019	196874	12/23/2019	448.22	12/27/2019
864-212001 REFUNDS PAYABLE	ORNDORF, SHANE & VIRGIL	PROPERTY TAX REFUND 2019	195483	12/23/2019	45.14	12/27/2019
864-212001 REFUNDS PAYABLE	JOHNSON, GERALD & LAUREL	PROPERTY TAX REFUND 2019	193516	12/20/2019	608.94	12/27/2019
864-212001 REFUNDS PAYABLE	TOWN OF BURLINGTON	2019 TOWN PROPERTY TAXES	198525	12/26/2019	2,559.65	12/27/2019
864-212001 REFUNDS PAYABLE	LEDUC, DUANE E & MARILYN J	Property Tax Refund 2019	196759	12/23/2019	380.49	12/27/2019
864-212001 REFUNDS PAYABLE	KOLDEWAY, KYLE & ABIGAIL T	PROPERTY TAX REFUND 2019	194705	12/20/2019	386.09	12/27/2019
864-212001 REFUNDS PAYABLE	HINTZ, HEATHER	PROPERTY TAX REFUND 2019	192093	12/19/2019	617.36	12/27/2019
864-212001 REFUNDS PAYABLE	ORIENTAL HEALING OASIS	PROPERTY TAX REFUND 2019	195832	12/23/2019	69.43	12/27/2019
864-212001 REFUNDS PAYABLE	MURRAY, RAYMOND L REVOC	PROPERTY TAX REFUND 2019	192533	12/19/2019	3.00	12/27/2019
864-212001 REFUNDS PAYABLE	SQUARE ONE INVESTMENTS L	PROPERTY TAX REFUND 2019	194517	12/20/2019	206.72	12/27/2019
864-212001 REFUNDS PAYABLE	SOETH, DAVID & JOAN L TRUS	PROPERTY TAX REFUND 2019	193213	12/19/2019	9.00	12/27/2019
Total 864212001:					5,426.08	
Grand Totals:					21,486.96	

Dated: _____

Motion for Approval by: _____

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GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
100444411000						
100-444411-000 COURT FINES & COSTS	RACINE COUNTY TREASURER	Racine Co Jail Assessment	2019DEC	01/02/2020	1,758.60	01/03/2020
100-444411-000 COURT FINES & COSTS	RACINE COUNTY TREASURER	Racine Co Surcharge	2019DEC	01/02/2020	248.80	01/03/2020
100-444411-000 COURT FINES & COSTS	RACINE COUNTY TREASURER	Racine Co. IID	2019DEC	01/02/2020	50.00	01/03/2020
Total 100444411000:					2,057.40	
100454521001						
100-454521-001 BOND FEES	KENOSHA CIRCUIT COURT	Hess, Scott R #16CT418 & 16CF212	16CT418	12/30/2019	1,647.00	01/03/2020
Total 100454521001:					1,647.00	
100515132220						
100-515132-220 ADMIN - UTILITIES	WE ENERGIES	5843-033-004 (split)	5843033004DEC19	12/30/2019	592.50	01/03/2020
Total 100515132220:					592.50	
100515132225						
100-515132-225 ADMIN - TELEPHONE	AT & T	171 798 6300 001 Ad,om	2993751500	12/19/2019	337.20	01/03/2020
Total 100515132225:					337.20	
100515141220						
100-515141-220 FINANCE - UTILITY SERVIC	WE ENERGIES	5843-033-004 (split)	5843033004DEC19	12/30/2019	359.73	01/03/2020
Total 100515141220:					359.73	
100515141225						
100-515141-225 FINANCE - TELEPHONE	AT & T	171 798 6300 001 Finance	2993751500	12/19/2019	202.32	01/03/2020
Total 100515141225:					202.32	
100515181390						
100-515181-390 HR-Other Expenses	INFOSEC INSTITUTE	State of Wis-City of Burlington	122719	12/27/2019	1,340.00	01/03/2020
Total 100515181390:					1,340.00	
100525211225						
100-525211-225 POLICE - TELEPHONE	AT & T	057 736 7870 001	262767138912 19	12/21/2019	496.34	01/03/2020
100-525211-225 POLICE - TELEPHONE	AT & T	171 798 6300 001 Police	2993751500	12/19/2019	539.53	01/03/2020
Total 100525211225:					1,035.87	
100525211240						
100-525211-240 POLICE - FUEL, OIL	VOYAGER FLEET SYSTEMS IN	Voyager Acct. 869297630 Police Dept	869297630001	01/01/2020	2,340.50	01/03/2020
Total 100525211240:					2,340.50	
100525220220						
100-525220-220 FIRE - UTILITY SERVICES	WE ENERGIES	8403-026-057	8403026057DEC19	12/22/2019	1,780.68	01/03/2020
Total 100525220220:					1,780.68	
100525220240						
100-525220-240 FIRE - FUEL, OIL, LUBRICA	VOYAGER FLEET SYSTEMS IN	Voyager Acct. 869297630 Fire Dept	869297630001	01/01/2020	561.42	01/03/2020
Total 100525220240:					561.42	

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
100525231220						
100-525231-220 BLDG INSP UTILITIES	WE ENERGIES	5843-033-004 (split)	5843033004DEC19	12/30/2019	105.80	01/03/2020
Total 100525231220:					105.80	
100525231372						
100-525231-372 BLDG INSP - AUTO EXPENS	VOYAGER FLEET SYSTEMS IN	Voyager Acct. 869297630 Bldg Insp	869297630001	01/01/2020	21.82	01/03/2020
Total 100525231372:					21.82	
100535321157						
100-535321-157 Inservice Training	SMOLIK, JAMES E	REIMBURSEMENT-CDL	122319	12/23/2019	75.48	01/03/2020
Total 100535321157:					75.48	
100535321240						
100-535321-240 STREETS - FUEL, OIL & LU	VOYAGER FLEET SYSTEMS IN	Voyager Acct. 869297630 Street Dept	869297630001	01/01/2020	2,288.81	01/03/2020
Total 100535321240:					2,288.81	
100555551240						
100-555551-240 PARKS - FUEL, OIL, LUBRIC	VOYAGER FLEET SYSTEMS IN	Voyager Acct. 869297630 Parks Dept	869297630001	01/01/2020	249.60	01/03/2020
Total 100555551240:					249.60	
251555511220						
251-555511-220 UTILITIES	WE ENERGIES	0810-148-657	0810148657DEC19	12/30/2019	958.87	01/03/2020
251-555511-220 UTILITIES	WE ENERGIES	5852-857-487	5852857487DEC19	12/29/2019	581.65	01/03/2020
Total 251555511220:					1,540.52	
251555511225						
251-555511-225 TELEPHONE	AT & T	171 798 6300 001 Library	2993751500	12/19/2019	269.76	01/03/2020
Total 251555511225:					269.76	
251555511327						
251-555511-327 MATERIALS	PARRETT, COURTNEY	Book Purchases	122719	12/27/2019	125.30	01/03/2020
Total 251555511327:					125.30	
251555511345						
251-555511-345 PROGRAMS	PARRETT, COURTNEY	Reimburse-Program Supplies	122719	12/27/2019	39.18	01/03/2020
251-555511-345 PROGRAMS	BLACK POINT ESTATE	Presentation from Black Point Estate	123019	12/30/2019	50.00	01/03/2020
Total 251555511345:					89.18	
621575740220						
621-575740-220 WWTP-ELECTRIC	WE ENERGIES	1887-026-576	1887026576DEC19	12/21/2019	15,176.35	01/03/2020
621-575740-220 WWTP-ELECTRIC	WE ENERGIES	4847-248-215	4847248215DEC19	12/26/2019	271.41	01/03/2020
Total 621575740220:					15,447.76	
621575740240						
621-575740-240 FUEL, OIL AND LUBRICANT	VOYAGER FLEET SYSTEMS IN	Voyager Acct. 869297630 WWTP	869297630001	01/01/2020	465.62	01/03/2020
Total 621575740240:					465.62	

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
622509330000						
622-509330-000 TRANSPORTATION-SUPPLI	VOYAGER FLEET SYSTEMS IN	Voyager Acct. 869297630 Water Dept	869297630001	01/01/2020	369.28	01/03/2020
Total 622509330000:					369.28	
864121100						
864-121100 TAXES RECEIVABLE	TOWN OF BURLINGTON	2019 TOWN PROPERTY TAXES-GRODE	010219	12/31/2019	2,270.48	01/03/2020
Total 864121100:					2,270.48	
864212001						
864-212001 REFUNDS PAYABLE	BURLINGTON 120 PROPERTIE	PROPERTY TAX REFUND 2019	198481	12/26/2019	159.94	01/03/2020
864-212001 REFUNDS PAYABLE	WOLFF, MARK & MICHELLE	PROPERTY TAX REFUND 2019	205733	12/30/2019	68.14	01/03/2020
864-212001 REFUNDS PAYABLE	CHRISTY, DONALD J & LOUISE	PROPERTY TAX REFUND 2019	206677	12/30/2019	11.30	01/03/2020
864-212001 REFUNDS PAYABLE	FISHER, JOHN & LINDA	Property Tax Refund 2019	202422	12/27/2019	245.28	01/03/2020
864-212001 REFUNDS PAYABLE	PRAILES, HOLLY ANN	Property Tax Refund 2019	200485	12/27/2019	21.57	01/03/2020
864-212001 REFUNDS PAYABLE	AMBORN, WAYNE & CAROL	PROPERTY TAX REFUND 2019	204732	12/30/2019	63.89	01/03/2020
864-212001 REFUNDS PAYABLE	BEARDSLEY, SCOTT & TAMMY	PROPERTY TAX REFUND 2019	199243	12/26/2019	208.56	01/03/2020
864-212001 REFUNDS PAYABLE	SCHVETZ, NANCY L REVOCAB	Property Tax Refund 2019	205187	12/30/2019	73.38	01/03/2020
864-212001 REFUNDS PAYABLE	SCHVETZ, NANCY L REVOCAB	Property Tax Refund 2019	205197	12/30/2019	79.63	01/03/2020
864-212001 REFUNDS PAYABLE	FLIESS, DAVID	PROPERTY TAX REFUND 2019	203156	12/27/2019	.50	01/03/2020
864-212001 REFUNDS PAYABLE	SPANKOWSKI, DENNIS & SUE	PROPERTY TAX REFUND 2019	203988	12/30/2019	106.68	01/03/2020
864-212001 REFUNDS PAYABLE	HORN, JEFFREY & CHANTAL	Property Tax Refund 2019	205380	12/30/2019	87.01	01/03/2020
864-212001 REFUNDS PAYABLE	COMPTON, PAUL & MARIA	Property Tax Refund 2019	200249	12/27/2019	55.96	01/03/2020
864-212001 REFUNDS PAYABLE	FRIEND, RACHEL	Property Tax Refund 2019	205752	12/30/2019	515.85	01/03/2020
864-212001 REFUNDS PAYABLE	STONESTREET, JOSEPH & LOR	PROPERTY TAX REFUND 2019	205098	12/30/2019	196.45	01/03/2020
864-212001 REFUNDS PAYABLE	POTTER, KATHLEEN	Property Tax Refund 2019	202113	12/27/2019	238.91	01/03/2020
864-212001 REFUNDS PAYABLE	OSOWSKI, NICHOLE	Property Tax Refund 2019	205155	12/30/2019	180.30	01/03/2020
864-212001 REFUNDS PAYABLE	MASON, SAMANTHA	Property Tax Refund 2019	198501	12/26/2019	1.03	01/03/2020
864-212001 REFUNDS PAYABLE	SINNEN, JOSEPH & PATRICIA	PROPERTY TAX REFUND 2019	198109	12/26/2019	71.05	01/03/2020
864-212001 REFUNDS PAYABLE	WILLKOMM PROPERTIES & MA	PROPERTY TAX REFUND 2019	197531	12/26/2019	64.78	01/03/2020
864-212001 REFUNDS PAYABLE	WILLKOMM PROPERTIES & MA	PROPERTY TAX REFUND 2019	197537	12/26/2019	62.46	01/03/2020
864-212001 REFUNDS PAYABLE	BONTON, LAURA L & BRIAN P	PROPERTY TAX REFUND 2019	197712	12/26/2019	204.33	01/03/2020
864-212001 REFUNDS PAYABLE	MARKET 25 LLC	PROPERTY TAX REFUND 2019	198351	12/26/2019	450.40	01/03/2020
864-212001 REFUNDS PAYABLE	KARTYE, THERESA	PROPERTY TAX REFUND 2019	198399	12/26/2019	280.61	01/03/2020
864-212001 REFUNDS PAYABLE	NW REAL ESTATE HOLDINGS L	PROPERTY TAX REFUND 2019	198923	12/26/2019	156.44	01/03/2020
864-212001 REFUNDS PAYABLE	RODRIGUEZ TRUST DATED MA	PROPERTY TAX REFUND 2019	204820	12/30/2019	71.87	01/03/2020
864-212001 REFUNDS PAYABLE	KLOCKARS, PAMELA S & DEN	PROPERTY TAX REFUND 2019	205310	12/30/2019	124.61	01/03/2020
Total 864212001:					3,800.93	
Grand Totals:					39,374.96	

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GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
100239006						
100-239006 LAW-VISION	SUPERIOR VISION INSURANCE	Policey No. 14150001 Jan. Billing	341749	01/01/2020	618.96	01/10/2020
Total 100239006:					618.96	
100444411000						
100-444411-000 COURT FINES & COSTS	ST OF WISC CONTROLLER'S O	ST OF WI CONTROLLER OFFICE DEC	2019 DEC	01/02/2020	6,177.10	01/10/2020
Total 100444411000:					6,177.10	
100454521001						
100-454521-001 BOND FEES	RACINE COUNTY CLERK OF C	Duffy, James M #BE455084-0	BE455084-0	01/08/2020	250.00	01/10/2020
100-454521-001 BOND FEES	ROCK COUNTY CLERK OF COU	Cunningham, Jacklynn L #17CT241/17CM1761	17CT241	01/06/2020	500.00	01/10/2020
Total 100454521001:					750.00	
100454591002						
100-454591-002 BUSHNELL PARK RESERVA	WI DEPT OF REVENUE	2019 Sales & Use Tax Parks	2019*	01/09/2020	365.92	01/10/2020
Total 100454591002:					365.92	
100515111265						
100-515111-265 Festival/Fireworks/Block Party	DINERS CLUB COMMERCIAL	Amazon-Ice Fest	5799 12/19	12/28/2019	76.55	01/10/2020
100-515111-265 Festival/Fireworks/Block Party	DINERS CLUB COMMERCIAL	Amazon-Ice Fest	5799 12/19	12/28/2019	24.65	01/10/2020
100-515111-265 Festival/Fireworks/Block Party	DINERS CLUB COMMERCIAL	Amazon-Ice Fest	5799 12/19	12/28/2019	7.49	01/10/2020
100-515111-265 Festival/Fireworks/Block Party	DINERS CLUB COMMERCIAL	Amazon-Ice Fest	5799 12/19	12/28/2019	8.63	01/10/2020
100-515111-265 Festival/Fireworks/Block Party	DINERS CLUB COMMERCIAL	Amazon-Ice Fest	5799 12/19	12/28/2019	17.40	01/10/2020
100-515111-265 Festival/Fireworks/Block Party	DINERS CLUB COMMERCIAL	Amazon-Ice Fest	5799 12/19	12/28/2019	15.30	01/10/2020
100-515111-265 Festival/Fireworks/Block Party	DINERS CLUB COMMERCIAL	Amazon-Ice Fest	5799 12/19	12/28/2019	41.98	01/10/2020
100-515111-265 Festival/Fireworks/Block Party	RIGGS, PETER	REIMBURSEMENT-Propane Tank Fill	122719	12/27/2019	98.77	01/10/2020
Total 100515111265:					290.77	
100515121225						
100-515121-225 MUNI COURT - TELEPHONE	TIME WARNER CABLE	Acc#089478701 MUNI COURT	089478701010320	01/03/2020	15.06	01/10/2020
Total 100515121225:					15.06	
100515131225						
100-515131-225 MAYOR-TELEPHONE	TIME WARNER CABLE	Acc#089478701 MAYOR	089478701010320	01/03/2020	17.45	01/10/2020
Total 100515131225:					17.45	
100515132220						
100-515132-220 ADMIN - UTILITIES	BURLINGTON WATER DEPT.	4TH QTR2019 WATER UTILITY BILL(split)	2019 4TH QTR	01/09/2020	65.67	01/10/2020
100-515132-220 ADMIN - UTILITIES	TIME WARNER CABLE	Acc#089478701 ADMIN	089478701010320	01/03/2020	398.58	01/10/2020
Total 100515132220:					464.25	
100515132225						
100-515132-225 ADMIN - TELEPHONE	AT & T	262 767-1389 327 6	262767128912 19	12/28/2019	363.90	01/10/2020
100-515132-225 ADMIN - TELEPHONE	VERIZON WIRELESS	VERIZON ADMIN 286396851-00001	9844848186	12/23/2019	87.06	01/10/2020
Total 100515132225:					450.96	
100515132298						
100-515132-298 ADMIN - CONTRACT SERVI	AT & T	262 767-1904 046 8 (split)	262767190412 19	12/28/2019	274.76	01/10/2020

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Total 100515132298:					274.76	
100515132310						
100-515132-310 ADMIN - OFF SUPP-POSTA	DINERS CLUB COMMERCIAL	EIG CONSTANT CONTACT (ongoing)	5799 12/19	12/28/2019	5.00	01/10/2020
Total 100515132310:					5.00	
100515132399						
100-515132-399 ADMIN - SUNDRY EXPENSE	DINERS CLUB COMMERCIAL	WalMart-Misc Supplies	5815 12/19	12/28/2019	41.82	01/10/2020
100-515132-399 ADMIN - SUNDRY EXPENSE	DINERS CLUB COMMERCIAL	Jimmy Johns	6992 12/19	12/28/2019	23.93	01/10/2020
Total 100515132399:					65.75	
100515140324						
100-515140-324 CLERK - MEMBERSHIP DU	WMCA	WMCA ANNUAL DUES SOLOFRA	2020PS	01/09/2020	65.00	01/10/2020
Total 100515140324:					65.00	
100515141220						
100-515141-220 FINANCE - UTILITY SERVIC	BURLINGTON WATER DEPT.	4TH QTR2019 WATER UTILITY BILL(split)	2019 4TH QTR	01/09/2020	65.67	01/10/2020
100-515141-220 FINANCE - UTILITY SERVIC	TIME WARNER CABLE	Acct#089478701 FINANCE	089478701010320	01/03/2020	169.52	01/10/2020
Total 100515141220:					235.19	
100515141225						
100-515141-225 FINANCE - TELEPHONE	VERIZON WIRELESS	VERIZON FINANCE 286396851-00001	9844848186	12/23/2019	47.02	01/10/2020
Total 100515141225:					47.02	
100515141298						
100-515141-298 FINANCE - CONTRACT SER	WI DEPT OF REVENUE	Business Tax Registration	010920	01/09/2020	30.00	01/10/2020
100-515141-298 FINANCE - CONTRACT SER	AT & T	262 767-1904 046 8 (split)	262767190412 19	12/28/2019	274.76	01/10/2020
Total 100515141298:					304.76	
100515141310						
100-515141-310 FINANCE - OFFICE SUPP/P	DINERS CLUB COMMERCIAL	WalMart-Misc Supplies	5815 12/19	12/28/2019	35.51	01/10/2020
Total 100515141310:					35.51	
100515141330						
100-515141-330 FINANCE - TRAVEL	DEQUAKER, STEVE	Reimbursement - Mileage	2019 DEC	12/31/2019	24.36	01/10/2020
Total 100515141330:					24.36	
100515181220						
100-515181-220 HR-UTILITY SERVICES	TIME WARNER CABLE	Acct#089478701 HR	089478701010320	01/03/2020	37.30	01/10/2020
Total 100515181220:					37.30	
100515181225						
100-515181-225 HR-Telephone	VERIZON WIRELESS	VERIZON HUMAN RESOURCE 286396851-00001	9844848186	12/23/2019	40.09	01/10/2020
Total 100515181225:					40.09	
100515181298						
100-515181-298 HR-Contract Services	J.J. KELLER	Esntls of Employmnt Law Manual	9104540309	11/18/2019	286.00	01/10/2020

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
Total 100515181298:					286.00	
100525211220						
100-525211-220	POLICE - UTILITY SERVICE	BURLINGTON WATER DEPT.	4TH QTR2019 WATER UTILITY BILL(split)	2019 4TH QTR	01/09/2020	688.89 01/10/2020
100-525211-220	POLICE - UTILITY SERVICE	WE ENERGIES	1461-190-073	1461190073DEC19	12/29/2019	752.18 01/10/2020
100-525211-220	POLICE - UTILITY SERVICE	WE ENERGIES	5843-681-877	5843681877DEC19	12/30/2019	2,327.93 01/10/2020
100-525211-220	POLICE - UTILITY SERVICE	TIME WARNER CABLE	Acct#089478701 POLICE	089478701010320	01/03/2020	797.41 01/10/2020
Total 100525211220:					4,566.41	
100525211225						
100-525211-225	POLICE - TELEPHONE	VERIZON WIRELESS	VERIZON POLICE 286396851-00001	9844848186	12/23/2019	822.54 01/10/2020
Total 100525211225:					822.54	
100525211310						
100-525211-310	POLICE - OFF SUPP-POSTA	DINERS CLUB COMMERCIAL	Walgreens-Frame	5781 12/19	12/28/2019	18.88 01/10/2020
Total 100525211310:					18.88	
100525211324						
100-525211-324	POLICE - PUBL,SUBSCRIPT	DINERS CLUB COMMERCIAL	IACP-Membership Anderson	5781 12/19	12/28/2019	190.00 01/10/2020
Total 100525211324:					190.00	
100525211330						
100-525211-330	POLICE - TRAVEL	DINERS CLUB COMMERCIAL	Dominos-Trainers Meeting	2208 12/19	12/28/2019	62.66 01/10/2020
100-525211-330	POLICE - TRAVEL	DINERS CLUB COMMERCIAL	Marijuana OWI Investigation	2208 12/19	12/28/2019	255.00 01/10/2020
Total 100525211330:					317.66	
100525211381						
100-525211-381	POLICE - INVESTIGATIONS	DINERS CLUB COMMERCIAL	WalMart-Misc Supplies	2208 12/19	12/28/2019	26.52 01/10/2020
Total 100525211381:					26.52	
100525220220						
100-525220-220	FIRE - UTILITY SERVICES	BURLINGTON WATER DEPT.	4TH QTR2019 WATER UTILITY BILL(split)	2019 4TH QTR	01/09/2020	722.79 01/10/2020
100-525220-220	FIRE - UTILITY SERVICES	WE ENERGIES	8419-416-558	8419416558DEC19	01/01/2020	14.23 01/10/2020
100-525220-220	FIRE - UTILITY SERVICES	TIME WARNER CABLE	Acct#079780001 FIRE	079780001010320	01/03/2020	152.37 01/10/2020
100-525220-220	FIRE - UTILITY SERVICES	TIME WARNER CABLE	Acct#089478701 FIRE	089478701010320	01/03/2020	224.28 01/10/2020
Total 100525220220:					1,113.67	
100525220225						
100-525220-225	FIRE - TELEPHONE	VERIZON WIRELESS	VERIZON FIRE 286396851-00001	9844848186	12/23/2019	102.21 01/10/2020
Total 100525220225:					102.21	
100525220248						
100-525220-248	FIRE - REPAIR MAINT BLDG	DINERS CLUB COMMERCIAL	Amazon Caution Safety Sign	8038 12/19	12/28/2019	13.99 01/10/2020
100-525220-248	FIRE - REPAIR MAINT BLDG	DINERS CLUB COMMERCIAL	Amazon-Watch your step stickers	8038 12/19	12/28/2019	12.49 01/10/2020
Total 100525220248:					26.48	
100525220324						
100-525220-324	FIRE - MEMBERSHIP & DUE	DINERS CLUB COMMERCIAL	Wi State Chiefs-Renewal-Babe	8038 12/19	12/28/2019	95.00 01/10/2020

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
Total 100525220324:					95.00	
100525220389						
100-525220-389	FIRE - PROTECTIVE CLOTH	DINERS CLUB COMMERCIAL	Identi-Fire Face Mask Nameplate	8038 12/19	12/28/2019	49.95 01/10/2020
Total 100525220389:					49.95	
100525231220						
100-525231-220	BLDG INSP UTILITIES	TIME WARNER CABLE	Acc#089478701 BLDG INSPECT	089478701010320	01/03/2020	23.91 01/10/2020
Total 100525231220:					23.91	
100525231225						
100-525231-225	BLDG INSP - TELEPHONE	VERIZON WIRELESS	VERIZON BLDG DEPARTMENT	9844848186	12/23/2019	55.09 01/10/2020
Total 100525231225:					55.09	
100535321220						
100-535321-220	STREETS - UTILITIES	BURLINGTON WATER DEPT.	4TH QTR2019 WATER UTILITY BILL(split)	2019 4TH QTR	01/09/2020	1,043.60 01/10/2020
100-535321-220	STREETS - UTILITIES	WE ENERGIES	1638-891-345 (split)	1638891345DEC19	12/27/2019	755.88 01/10/2020
100-535321-220	STREETS - UTILITIES	WE ENERGIES	8430-081-671 (split)	8430081671DEC19	12/26/2019	308.19 01/10/2020
100-535321-220	STREETS - UTILITIES	TIME WARNER CABLE	Acc#089478701 STREETS	089478701010320	01/03/2020	249.15 01/10/2020
Total 100535321220:					2,356.82	
100535321225						
100-535321-225	STREETS - TELEPHONE	VERIZON WIRELESS	VERIZON STREET 286396851-00001	9844848186	12/23/2019	107.30 01/10/2020
Total 100535321225:					107.30	
100535321261						
100-535321-261	STREETS - LIGHTING UTILI	WE ENERGIES	0818-594-802	0818594802DEC19	12/27/2019	18.96 01/10/2020
100-535321-261	STREETS - LIGHTING UTILI	WE ENERGIES	0819-473-268	0819473268DEC19	12/29/2019	151.43 01/10/2020
100-535321-261	STREETS - LIGHTING UTILI	WE ENERGIES	0838-352-542	0838352542DEC19	12/26/2019	50.66 01/10/2020
100-535321-261	STREETS - LIGHTING UTILI	WE ENERGIES	0850-628-152	0850628152DEC19	12/26/2019	309.70 01/10/2020
100-535321-261	STREETS - LIGHTING UTILI	WE ENERGIES	2023-503-060	2023503060DEC19	12/27/2019	162.45 01/10/2020
100-535321-261	STREETS - LIGHTING UTILI	WE ENERGIES	4432-157-647	4432157647DEC19	12/30/2019	17,733.92 01/10/2020
100-535321-261	STREETS - LIGHTING UTILI	WE ENERGIES	5043-084-318	5043084318DEC19	12/23/2019	58.14 01/10/2020
100-535321-261	STREETS - LIGHTING UTILI	WE ENERGIES	5459-100-732	5459100732DEC19	12/30/2019	547.37 01/10/2020
100-535321-261	STREETS - LIGHTING UTILI	WE ENERGIES	5465-979-181	5465979181DEC19	12/23/2019	71.35 01/10/2020
100-535321-261	STREETS - LIGHTING UTILI	WE ENERGIES	5644-617-733	5644617733DEC19	12/27/2019	166.61 01/10/2020
100-535321-261	STREETS - LIGHTING UTILI	WE ENERGIES	5695-147-539	5695147539DEC19	12/29/2019	672.09 01/10/2020
100-535321-261	STREETS - LIGHTING UTILI	WE ENERGIES	6893-002-943	6893002943DEC19	12/26/2019	18.96 01/10/2020
100-535321-261	STREETS - LIGHTING UTILI	WE ENERGIES	7245-068-041	7245068041DEC19	12/30/2019	311.05 01/10/2020
100-535321-261	STREETS - LIGHTING UTILI	WE ENERGIES	7255-756-558	7255756558DEC19	12/22/2019	24.00 01/10/2020
100-535321-261	STREETS - LIGHTING UTILI	WE ENERGIES	7467-500-426	7467500426DEC19	12/30/2019	298.69 01/10/2020
100-535321-261	STREETS - LIGHTING UTILI	WE ENERGIES	8499-073-119	8499073119DEC19	12/30/2019	250.58 01/10/2020
100-535321-261	STREETS - LIGHTING UTILI	WE ENERGIES	9418-285-345	9418285345DEC19	12/30/2019	105.21 01/10/2020
Total 100535321261:					20,951.17	
100535321310						
100-535321-310	STREETS - OFF SUPP/POS	TIME WARNER CABLE	Acc#079820101 STREET	079820101010320	01/03/2020	38.09 01/10/2020
Total 100535321310:					38.09	
100535321354						
100-535321-354	STREETS-PARKNG STRUC	BURLINGTON WATER DEPT.	4TH QTR2019 WATER UTILITY BILL(split)	2019 4TH QTR	01/09/2020	240.00 01/10/2020

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100-535321-354 STREETS-PARKNG STRUC	WE ENERGIES	7082-958-528	7082958528DEC19	12/30/2019	711.56	01/10/2020
Total 100535321354:					951.56	
100555514399						
100-555514-399 Senior Citizens Donation City	BURLINGTON WATER DEPT.	4TH QTR2019 WATER UTILITY BILL(split)	2019 4TH QTR	01/09/2020	136.99	01/10/2020
Total 100555514399:					136.99	
100555532350						
100-555532-350 POOL	BURLINGTON WATER DEPT.	4TH QTR2019 WATER UTILITY BILL(split)	2019 4TH QTR	01/09/2020	352.00	01/10/2020
Total 100555532350:					352.00	
100555551220						
100-555551-220 PARKS - UTILITIES	BURLINGTON WATER DEPT.	4TH QTR2019 WATER UTILITY BILL(split)	2019 4TH QTR	01/09/2020	5,215.96	01/10/2020
100-555551-220 PARKS - UTILITIES	WE ENERGIES	1269-762-568	1269762568DEC19	12/29/2019	45.03	01/10/2020
100-555551-220 PARKS - UTILITIES	WE ENERGIES	1638-891-345 (split)	1638891345DEC19	12/27/2019	377.93	01/10/2020
100-555551-220 PARKS - UTILITIES	WE ENERGIES	2428-946-714	2428946714DEC19	12/30/2019	901.27	01/10/2020
100-555551-220 PARKS - UTILITIES	WE ENERGIES	3243-370-777	3243370777DEC19	01/02/2020	20.33	01/10/2020
100-555551-220 PARKS - UTILITIES	WE ENERGIES	3698-542-543	3698542543DEC19	01/01/2020	20.04	01/10/2020
100-555551-220 PARKS - UTILITIES	WE ENERGIES	6211-699-899	6211699899DEC19	12/29/2019	64.77	01/10/2020
100-555551-220 PARKS - UTILITIES	WE ENERGIES	6895-338-188	6895338188DEC19	12/30/2019	164.74	01/10/2020
100-555551-220 PARKS - UTILITIES	WE ENERGIES	8430-081-671 (split)	8430081671DEC19	12/26/2019	154.10	01/10/2020
100-555551-220 PARKS - UTILITIES	TIME WARNER CABLE	Acc#089478701 PARKS	089478701010320	01/03/2020	59.78	01/10/2020
Total 100555551220:					7,023.95	
100555551225						
100-555551-225 PARKS - TELEPHONE	VERIZON WIRELESS	VERIZON PARK 286396851-00001	9844848186	12/23/2019	70.79	01/10/2020
Total 100555551225:					70.79	
100555551310						
100-555551-310 PARKS - OFFICE SUPP, PO	TIME WARNER CABLE	Acc#079820101 PARKS	079820101010320	01/03/2020	38.09	01/10/2020
Total 100555551310:					38.09	
251454573000						
251-454573-000 LIBRARY-PHOTOPIER IN	WI DEPT OF REVENUE	2019 Sales & Use Tax Library	2019*	01/09/2020	128.57	01/10/2020
Total 251454573000:					128.57	
251555511220						
251-555511-220 UTILITIES	BURLINGTON WATER DEPT.	4TH QTR2019 WATER UTILITY BILL(split)	2019 4TH QTR	01/09/2020	252.84	01/10/2020
Total 251555511220:					252.84	
251555511225						
251-555511-225 TELEPHONE	DINERS CLUB COMMERCIAL	Google (ongoing)	3031 12/19	12/28/2019	66.66	01/10/2020
Total 251555511225:					66.66	
251555511247						
251-555511-247 REPAIR,MAINTENANCE BUI	BRODART COMPANY	LIBRARY MAG SHELVING DISPLAY INSERT	547115	12/20/2019	84.80	01/10/2020
Total 251555511247:					84.80	

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251555511318						
251-555511-318 AUTOMATION	DINERS CLUB COMMERCIAL	Best Buy-TV Slideshow Display	6861 12/19	12/28/2019	105.09	01/10/2020
Total 251555511318:					105.09	
251555511345						
251-555511-345 PROGRAMS	SCHMIDT, JANE	Reimbursement - Library Supplies	010720	01/07/2020	26.94	01/10/2020
251-555511-345 PROGRAMS	VAVROCH, JENNIFER	ESSENTIAL OILS PROGRAM	010420	01/04/2020	30.00	01/10/2020
Total 251555511345:					56.94	
458525220324						
458-525220-324 Dues & Licenses	WI DEPT OF TRANSPORTATIO	Ambulance 933 Title & Plate Fees	011020	01/10/2020	74.50	01/10/2020
Total 458525220324:					74.50	
621575740220						
621-575740-220 WWTP-ELECTRIC	WE ENERGIES	0225-428-357 (split)	0225428357DEC19	01/03/2020	354.07	01/10/2020
621-575740-220 WWTP-ELECTRIC	WE ENERGIES	0469-455-267	0469455267DEC19	12/18/2019	184.74	01/10/2020
621-575740-220 WWTP-ELECTRIC	WE ENERGIES	3602-583-285	3602583285DEC19	12/19/2019	46.75	01/10/2020
621-575740-220 WWTP-ELECTRIC	WE ENERGIES	4897-650-087	4897650087DEC19	12/26/2019	87.21	01/10/2020
621-575740-220 WWTP-ELECTRIC	WE ENERGIES	6212-377-525	6212377525DEC19	12/27/2019	4,095.54	01/10/2020
Total 621575740220:					4,768.31	
621575740221						
621-575740-221 WATER	BURLINGTON WATER DEPT.	4TH QTR2019 WATER UTILITY BILL(split)	2019 4TH QTR	01/09/2020	7,892.03	01/10/2020
Total 621575740221:					7,892.03	
621575740222						
621-575740-222 GAS	WE ENERGIES	0225-428-357 (split)	0225428357DEC19	01/03/2020	12.72	01/10/2020
621-575740-222 GAS	WE ENERGIES	0862-239-067	0862239067DEC19	12/26/2019	3,237.05	01/10/2020
621-575740-222 GAS	WE ENERGIES	3646-902-199	3646902199DEC19	12/26/2019	181.85	01/10/2020
Total 621575740222:					3,431.62	
621575740225						
621-575740-225 TELEPHONE	TIME WARNER CABLE	Acc#079820101 WWTP	079820101010320	01/03/2020	38.10	01/10/2020
621-575740-225 TELEPHONE	TIME WARNER CABLE	Acc#089478701 SEWER	089478701010320	01/03/2020	249.15	01/10/2020
621-575740-225 TELEPHONE	VERIZON WIRELESS	VERIZON WWTP 286396851-00001	9844848186	12/23/2019	68.02	01/10/2020
Total 621575740225:					355.27	
621575740249						
621-575740-249 LABORATORY	DINERS CLUB COMMERCIAL	Best Buy-Printer Lab	5849 12/19	12/01/2019	283.76	01/10/2020
Total 621575740249:					283.76	
621575740255						
621-575740-255 Adaptive Management Plan	WATERSHED PROTECTION CO	Sponsorship	010720	01/07/2020	1,000.00	01/10/2020
Total 621575740255:					1,000.00	
621575740310						
621-575740-310 OFFICE SUPPLIES, POSTA	DINERS CLUB COMMERCIAL	USPS	5849 12/19	12/01/2019	110.00	01/10/2020
621-575740-310 OFFICE SUPPLIES, POSTA	TIME WARNER CABLE	Acc#702658601 SCADA	702658601121819	12/18/2019	124.94	01/10/2020

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Total 621575740310:					234.94	
621575740330						
621-575740-330 SEWER - INSRVC TRNG & T	DINERS CLUB COMMERCIAL	UWEX REG	5849 12/19	12/01/2019	150.00	01/10/2020
Total 621575740330:					150.00	
621575740371						
621-575740-371 REG/PERMITS/OUTSIDE TE	DINERS CLUB COMMERCIAL	EMANIFEST	5849 12/19	12/01/2019	765.00	01/10/2020
Total 621575740371:					765.00	
622506220000						
622-506220-000 POWER	WE ENERGIES	0882-547-355 (split)	0882547355DEC19	12/27/2019	2,985.57	01/10/2020
622-506220-000 POWER	WE ENERGIES	3076-628-864	3076628864DEC19	12/30/2019	2,432.99	01/10/2020
622-506220-000 POWER	WE ENERGIES	3267-293-366	3267293366DEC19	12/26/2019	836.39	01/10/2020
622-506220-000 POWER	WE ENERGIES	3457-108-505	3457108505DEC19	12/30/2019	3,892.20	01/10/2020
622-506220-000 POWER	WE ENERGIES	6271-254-861 (split)	6271254861DEC19	12/27/2019	2,194.30	01/10/2020
622-506220-000 POWER	WE ENERGIES	7255-465-187	7255465187DEC19	12/26/2019	166.48	01/10/2020
622-506220-000 POWER	WE ENERGIES	8682-353-384 (split)	8682353384DEC19	12/30/2019	3,589.18	01/10/2020
Total 622506220000:					16,097.11	
622506230000						
622-506230-000 SUPPLIES	WE ENERGIES	0882-547-355 (split)	0882547355DEC19	12/27/2019	128.16	01/10/2020
622-506230-000 SUPPLIES	WE ENERGIES	1438-804-919	1438804919DEC19	01/01/2020	32.02	01/10/2020
622-506230-000 SUPPLIES	WE ENERGIES	1473-005-365	1473005365DEC19	01/05/2020	138.68	01/10/2020
622-506230-000 SUPPLIES	WE ENERGIES	6271-254-861 (split)	6271254861DEC19	12/27/2019	86.22	01/10/2020
622-506230-000 SUPPLIES	WE ENERGIES	6499-874-589	6499874589DEC19	12/26/2019	78.03	01/10/2020
622-506230-000 SUPPLIES	WE ENERGIES	8682-353-384 (split)	8682353384DEC19	12/30/2019	69.56	01/10/2020
622-506230-000 SUPPLIES	WE ENERGIES	9259-879-303	9259879303DEC19	12/29/2019	25.80	01/10/2020
Total 622506230000:					558.47	
622509210000						
622-509210-000 OFFICE SUPPLY	TIME WARNER CABLE	Acc#079820101 WATER	079820101010320	01/03/2020	38.09	01/10/2020
622-509210-000 OFFICE SUPPLY	TIME WARNER CABLE	Acc#089478701 WATER	089478701010320	01/03/2020	149.44	01/10/2020
622-509210-000 OFFICE SUPPLY	VERIZON WIRELESS	VERIZON WATER DEPT	9844848186	12/23/2019	80.25	01/10/2020
Total 622509210000:					267.78	
622509350000						
622-509350-000 GENERAL PLANT-SUPPLIE	WE ENERGIES	1638-891-345 (split)	1638891345DEC19	12/27/2019	755.88	01/10/2020
622-509350-000 GENERAL PLANT-SUPPLIE	WE ENERGIES	8430-081-671 (split)	8430081671DEC19	12/26/2019	308.19	01/10/2020
Total 622509350000:					1,064.07	
623575740246						
623-575740-246 REPAIR MAINT.RUNWAY,TA	WI DEPT OF TRANSPORTATIO	Airport-Runway	395-0000150061	11/01/2019	2,519.08	01/10/2020
623-575740-246 REPAIR MAINT.RUNWAY,TA	WI DEPT OF TRANSPORTATIO	Airport-Runway	395-0000154106	12/02/2019	16.39	01/10/2020
623-575740-246 REPAIR MAINT.RUNWAY,TA	WI DEPT OF TRANSPORTATIO	Airport-Runway	395-00001564107	12/02/2019	52.69	01/10/2020
Total 623575740246:					2,588.16	
82055551800						
820-555551-800 Parks Projects	PSG CONSTRUCTION, INC.	job no: 1-R1 Riverside Park Improvements	02-2570	11/30/2019	99,149.40	01/10/2020
820-555551-800 Parks Projects	PSG CONSTRUCTION, INC.	job no: 1-R1 Riverside Park Improvements	02-2576	12/31/2019	3,423.00	01/10/2020

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Total 82055551800:					102,572.40	
864121100						
864-121100 TAXES RECEIVABLE	GREENWOODS STATE BANK-B	Tax Payment-Jeffrey Thomsen206-02-19-05-070-210	010620	01/06/2020	4,870.95	01/10/2020
Total 864121100:					4,870.95	
864212001						
864-212001 REFUNDS PAYABLE	TOLLSTAM, BRIAN	Property Tax Refund 2019	209452	01/02/2020	60.10	01/10/2020
864-212001 REFUNDS PAYABLE	ZAHN, RYAN	PROPERTY TAX REFUND 2019	214016	01/08/2020	33.43	01/10/2020
864-212001 REFUNDS PAYABLE	DANIELSON, REED & SARA	PROPERTY TAX REFUND 2019	211976	01/06/2020	57.86	01/10/2020
864-212001 REFUNDS PAYABLE	STERLING PLACE LLC	PROPERTY TAX REFUND 2019	209266	12/31/2019	876.24	01/10/2020
864-212001 REFUNDS PAYABLE	DELBOW, MELISSA D	Property Tax Refund 2019	209044	12/31/2019	24.88	01/10/2020
864-212001 REFUNDS PAYABLE	GRYPHON ENTERPRISES LLC	PROPERTY TAX REFUND 2019	209306	12/31/2019	423.57	01/10/2020
864-212001 REFUNDS PAYABLE	GRYPHON ENTERPRISES LLC	PROPERTY TAX REFUND 2019	209308	12/31/2019	591.52	01/10/2020
864-212001 REFUNDS PAYABLE	RODRIGUEZ, GREG & ARLENE	PROPERTY TAX REFUND 2019	204820*	12/30/2019	71.87	01/10/2020
864-212001 REFUNDS PAYABLE	WEITHAUS, KAY S	PROPERTY TAX REFUND 2019	211089	12/31/2019	149.85	01/10/2020
864-212001 REFUNDS PAYABLE	PULERA, CHRIS	PROPERTY TAX REFUND 2019	211941	01/06/2020	111.32	01/10/2020
864-212001 REFUNDS PAYABLE	MOLKENTIN, TAYLOR	PROPERTY TAX REFUND 2019	203988	12/30/2019	106.68	01/10/2020
Total 864212001:					2,507.32	
864243100						
864-243100 DUE TO COUNTY CURRENT LE	RACINE COUNTY TREASURER	Jan Settlement Racine County	010920	01/09/2020	1,514,835.18	01/10/2020
864-243100 DUE TO COUNTY CURRENT LE	WALWORTH COUNTY TREASU	Jan 2019 Settlement	010920	01/09/2020	29.51	01/10/2020
Total 864243100:					1,514,864.69	
864246001						
864-246001 DUE TO SCHOOL CURRENT LE	BURLINGTON AREA SCHOOL D	Jan Settlement Racine	010920	01/09/2020	4,047,754.09	01/10/2020
864-246001 DUE TO SCHOOL CURRENT LE	BURLINGTON AREA SCHOOL D	Jan Settlement Walworth	010920	01/09/2020	80.24	01/10/2020
Total 864246001:					4,047,834.33	
864247000						
864-247000 DUE TO VTAE CURRENT LEVY	GATEWAY - KENOSHA CAMPU	Jan Settlement Racine	010920	01/09/2020	352,984.54	01/10/2020
864-247000 DUE TO VTAE CURRENT LEVY	GATEWAY - KENOSHA CAMPU	Jan Settlement Walworth	010920	01/09/2020	7.00	01/10/2020
Total 864247000:					352,991.54	
875232000						
875-232000 MUNICIPAL COURT DEP	BARNES, STEVEN	Overpayment on Citation BD693518-0	010220	01/02/2020	13.00	01/10/2020
Total 875232000:					13.00	
Grand Totals:					6,115,886.44	

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Dated: _____

Motion for Approval by: _____

Motion Seconded by: _____

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10051511247						
100-515111-247 Repairs & Maint Software	SWAGIT PRODUCTIONS, LLC	Video Streaming Services: Dec 2019	14295	12/31/2019	645.00	
Total 10051511247:					645.00	
10051511324						
100-515111-324 CITY COUNCIL - MEMBERS	BURLINGTON ROTARY CLUB	BURLINGTON ROTARY CLUB HEFTY	62666	12/31/2019	206.00	
Total 10051511324:					206.00	
10051512162						
100-515121-162 MUNI COURT-EAP SERVICE	AURORA EAP	AURORA EAP COURT CLERK	20157	12/27/2019	8.98	
Total 10051512162:					8.98	
100515121294						
100-515121-294 MUNI COURT - JAIL COSTS	RACINE CO SHERIFF DEPT.	Ra Co Sheriff's board & lodging 4th qtr	1961	01/10/2020	40.00	
Total 100515121294:					40.00	
100515121310						
100-515121-310 MUNI COURT - OFFICE SUP	MINUTEMAN PRESS OF BURLI	Forms - Municipal Court	41148	01/06/2020	103.13	
Total 100515121310:					103.13	
100515131390						
100-515131-390 MAYOR-SUPLIES-OTHER E	SOUTHERN LAKES NEWSPAPE	Burlington Rescue Squad-Thank you	363309	12/26/2019	195.00	
Total 100515131390:					195.00	
100515132162						
100-515132-162 ADMIN - EAP SERVICE	AURORA EAP	AURORA EAP ADMIN-COUNCIL	20157	12/27/2019	116.74	
Total 100515132162:					116.74	
100515132241						
100-515132-241 ADMIN - REP & MAINT IT	DIGICORP	SecureTide Spam Filter	330900	12/31/2019	56.28	
Total 100515132241:					56.28	
100515132298						
100-515132-298 ADMIN - CONTRACT SERVI	NORTHERN ILLINOIS UNIVERSI	Intern-Sponsored Programs	DB-G5B70336-17	12/16/2019	1,200.00	
Total 100515132298:					1,200.00	
100515132310						
100-515132-310 ADMIN - OFF SUPP-POSTA	ALSCO	ALSCO DPW (split) Customer # 074780	IMIL1522699	01/01/2020	3.08	
100-515132-310 ADMIN - OFF SUPP-POSTA	Office Copying Equipment, LTD	Sharp MX-5070N	AR103334	12/30/2019	106.87	
100-515132-310 ADMIN - OFF SUPP-POSTA	COMPLETE OFFICE OF WISCO	pens/calc ribbon/cups	544175	01/06/2020	15.52	
Total 100515132310:					125.47	
100515132324						
100-515132-324 ADMIN - MEMBERSHIP DUE	BURLINGTON ROTARY CLUB	BURLINGTON ROTARY CLUB WALTERS	62652	12/31/2019	149.00	
Total 100515132324:					149.00	
100515132399						
100-515132-399 ADMIN - SUNDRY EXPENSE	MENARDS	Fruit Fly Trap	10196	01/09/2020	23.16	

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100-515132-399 ADMIN - SUNDRY EXPENSE	KROGER	Customer # MI0649: Water	1219080452	12/19/2019	5.67	
Total 100515132399:					28.83	
100515140162						
100-515140-162 CLERK - EAP SERVICE	AURORA EAP	AURORA EAP CITY CLERK	20157	12/27/2019	8.97	
Total 100515140162:					8.97	
100515141162						
100-515141-162 FINANCE - EAP SERVICE	AURORA EAP	AURORA EAP FINANCE	20157	12/27/2019	26.94	
Total 100515141162:					26.94	
100515141241						
100-515141-241 FINANCE - REP & MAINT IT	DIGICORP	SecureTide Spam Filter	330900	12/31/2019	56.28	
Total 100515141241:					56.28	
100515141298						
100-515141-298 FINANCE - CONTRACT SER	DIGICORP	EasyDNS 10 yr renewal-2020	331026	12/31/2019	190.00	
100-515141-298 FINANCE - CONTRACT SER	DIGICORP	GoDaddy Renewal	331027	12/31/2019	400.00	
100-515141-298 FINANCE - CONTRACT SER	CIVIC SYSTEMS, LLC	CIVIC SYSTEMS SEMI-ANNUAL SUPPORT FEES	CVC18540	12/30/2019	2,985.66	
Total 100515141298:					3,575.66	
100515141310						
100-515141-310 FINANCE - OFFICE SUPP/P	Office Copying Equipment, LTD	Sharp MX-500IN	AR103334	12/30/2019	52.08	
Total 100515141310:					52.08	
100515161220						
100-515161-220 ATTORNEY - CONTRACT	BJELAJAC, JOHN M	Stonegate Addition 2	18100-049D 11	12/31/2019	930.00	
100-515161-220 ATTORNEY - CONTRACT	BJELAJAC, JOHN M	Burlington Rescue Squad	18100-087D 5	12/31/2019	120.00	
100-515161-220 ATTORNEY - CONTRACT	BJELAJAC, JOHN M	General File - 2019	19100-000D 12	12/31/2019	1,890.00	
100-515161-220 ATTORNEY - CONTRACT	BJELAJAC, JOHN M	Stormwater Planning	19100-012D 4	12/31/2019	240.00	
100-515161-220 ATTORNEY - CONTRACT	BJELAJAC, JOHN M	Brewery Development Agreement	19100-066D 2	12/31/2019	240.00	
100-515161-220 ATTORNEY - CONTRACT	BJELAJAC, JOHN M	Town of Burlington-EMS Services Agreement	19100-070D 2	12/31/2019	1,230.00	
Total 100515161220:					4,650.00	
100515161272						
100-515161-272 ATTORNEY - MUNICIPAL C	BJELAJAC, JOHN M	Municipal Court General File - 2019	19100-099H 12	12/31/2019	5,085.00	
Total 100515161272:					5,085.00	
100515161298						
100-515161-298 ATTORNEY - CONTRACT S	VONBRIESEN & ROPER, S.C.	Von Briesen & Roper - Labor & Employment	307065	12/18/2019	1,155.00	
Total 100515161298:					1,155.00	
100515181162						
100-515181-162 HR-EAP Service	AURORA EAP	AURORA EAP HR	20157	12/27/2019	8.97	
Total 100515181162:					8.97	
100515181310						
100-515181-310 HR-Office Supplies/Postage	Office Copying Equipment, LTD	Sharp MX-500IN	AR103334	12/30/2019	52.08	
100-515181-310 HR-Office Supplies/Postage	MENARDS	Shelving Unit-HR	9502	12/30/2019	146.10	

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100-515181-310 HR-Office Supplies/Postage	REINEMANS, INC.	Door Stop-HR	174849	01/09/2020	8.49	
Total 100515181310:					206.67	
100525211162						
100-525211-162 POLICE - EAP SERVICE	AURORA EAP	AURORA EAP POLICE	20157	12/27/2019	215.52	
Total 100525211162:					215.52	
100525211241						
100-525211-241 POLICE - REP & MAINT IT	DIGICORP	SecureTide Spam Filter	330900	12/31/2019	56.28	
Total 100525211241:					56.28	
100525211242						
100-525211-242 POLICE - REPAIR/MTCE EQ	APPLIED CONCEPTS, INC.	APPLIED CONCEPTS POLICE SUPPLIES	359605	12/26/2019	160.00	
100-525211-242 POLICE - REPAIR/MTCE EQ	WISCO AUTOMOTIVE	V #907 MAINTENANCE SUPPLIES	4186	01/03/2020	21.00	
Total 100525211242:					181.00	
100525211248						
100-525211-248 POLICE - REP & MAINT BUIL	MENARDS	Supplies-Police Dept	9277	12/27/2019	27.97	
100-525211-248 POLICE - REP & MAINT BUIL	REINEMANS, INC.	Supplies-Police Dept	174335	12/27/2019	2.88	
Total 100525211248:					30.85	
100525211310						
100-525211-310 POLICE - OFF SUPP-POSTA	REINEMANS, INC.	Supplies-Police Dept	174682	01/06/2020	9.89	
100-525211-310 POLICE - OFF SUPP-POSTA	KROGER	Customer # MI0649: Water	1219080802	12/23/2019	5.67	
Total 100525211310:					15.56	
100525211381						
100-525211-381 POLICE - INVESTIGATIONS	DASH MEDICAL GLOVES, INC	DASH MEDICAL GLOVES POLICE	INV1178736	12/27/2019	59.90	
100-525211-381 POLICE - INVESTIGATIONS	ACL LABORATORIES	ACL LAB POLICE DEPT	3815-20191223	12/31/2019	26.80	
100-525211-381 POLICE - INVESTIGATIONS	ACL LABORATORIES	ACL LAB POLICE DEPT	9649-20191123	12/24/2019	26.80	
100-525211-381 POLICE - INVESTIGATIONS	TransUnion Risk & Alternative Dat	Account ID: 777966 Dec. Billing	2019DECEMBER	01/01/2020	50.00	
100-525211-381 POLICE - INVESTIGATIONS	AMAZON CAPITAL SERVICES, I	Faraday Bag	1CCM-L4J1-RNP1	12/29/2019	230.00	
100-525211-381 POLICE - INVESTIGATIONS	CWKK CRIMEDEX	Subscription 2020	EE056CBF-0001	01/05/2020	79.00	
Total 100525211381:					472.50	
100525220157						
100-525220-157 FIRE - INSERVICE TRAININ	GATEWAY - KENOSHA CAMPU	Readng Smoke	25258	01/03/2020	381.15	
Total 100525220157:					381.15	
100525220159						
100-525220-159 FIRE - CLOTHING ALLOWA	GALLS, LLC	GALLS INC FIRE DEPT SUPPLIES	014610099	12/26/2019	277.00	
100-525220-159 FIRE - CLOTHING ALLOWA	EAGLE MEDIA, INC	Sewing Patches-Police	00129187	10/09/2019	16.00	
100-525220-159 FIRE - CLOTHING ALLOWA	EAGLE MEDIA, INC	Remove Patches	00129630	01/14/2020	20.00	
Total 100525220159:					313.00	
100525220162						
100-525220-162 FIRE - EAP SERVICE	AURORA EAP	AURORA EAP FIRE	20157	12/27/2019	206.31	
Total 100525220162:					206.31	

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100525220211						
100-525220-211 FIRE - PHYSICALS	AURORA HEALTH CARE	Acct #600020842 Kurth, Erich J	182050437	11/26/2019	76.00	
100-525220-211 FIRE - PHYSICALS	AURORA HEALTH CARE	Acct #600020842 Reed, Griffin	182136009	12/02/2019	76.00	
100-525220-211 FIRE - PHYSICALS	AURORA HEALTH CARE	Acct #600020842 Leitzke, Mathew	182191284	12/05/2019	200.00	
100-525220-211 FIRE - PHYSICALS	AURORA HEALTH CARE	Acct #600020842 Schenk, Joseph W	182329984	12/03/2019	76.00	
100-525220-211 FIRE - PHYSICALS	AURORA HEALTH CARE	Acct #600020842 Eckola, Bradley Hyde	182358699	12/13/2019	133.00	
100-525220-211 FIRE - PHYSICALS	AURORA HEALTH CARE	Acct #600020842 Weavers, Amelia C	182529841	12/10/2019	133.00	
100-525220-211 FIRE - PHYSICALS	AURORA HEALTH CARE	Acct #600020842 Leitzke, Mathew	182663029	12/05/2019	69.00	
100-525220-211 FIRE - PHYSICALS	AURORA HEALTH CARE	Acct #600020842 Eckola, Bradley Hyde	183005548	12/13/2019	69.00	
Total 100525220211:					832.00	
100525220242						
100-525220-242 FIRE - REPAIR & MAINT VE	REINEMANS, INC.	supplies-Fire Dept	174493	12/31/2019	2.10	
Total 100525220242:					2.10	
100525220244						
100-525220-244 FIRE - REPAIR MAINT EQUI	5 ALARM	5 Alarm Fire & Safety - Supplies	192786-1	01/03/2020	342.61	
100-525220-244 FIRE - REPAIR MAINT EQUI	GREAT LAKES TESTING, INC.	Ladder	105774	12/10/2019	992.50	
Total 100525220244:					1,335.11	
100525220248						
100-525220-248 FIRE - REPAIR MAINT BLDG	MENARDS	Supplies-Fire Dept	9210	12/26/2019	35.67	
100-525220-248 FIRE - REPAIR MAINT BLDG	MENARDS	Supplies-Fire Dept	9533	12/30/2019	104.77	
100-525220-248 FIRE - REPAIR MAINT BLDG	MENARDS	Supplies-Fire Dept	9877	01/04/2020	29.99	
100-525220-248 FIRE - REPAIR MAINT BLDG	REINEMANS, INC.	supplies-Fire Dept	174354	12/27/2019	29.05	
Total 100525220248:					199.48	
100525220310						
100-525220-310 FIRE - OFFICE SUPPLIES	FIREHOUSE	Firehouse Magazine	2020-CHIEF BABE	10/24/2019	29.95	
100-525220-310 FIRE - OFFICE SUPPLIES	FIREHOUSE	Firehouse Magazine	2020-FIREHOUSE	09/23/2019	29.95	
Total 100525220310:					59.90	
100525220324						
100-525220-324 FIRE - MEMBERSHIP & DUE	NFPA	ID# 3247778 2020 Renewal 1year	7637241X	11/26/2019	175.00	
100-525220-324 FIRE - MEMBERSHIP & DUE	RACINE CO FIRE CHIEF'S ASS	2020 Annual Dues	2020 DUES	11/11/2019	450.00	
Total 100525220324:					625.00	
100525220389						
100-525220-389 FIRE - PROTECTIVE CLOTH	EAGLE ENGRAVING	Fireground & Apparatus Tags	2020-122	01/06/2020	27.70	
Total 100525220389:					27.70	
100525231162						
100-525231-162 BLDG INSP - EAP SERVICE	AURORA EAP	AURORA EAP BLDING	20157	12/27/2019	8.97	
Total 100525231162:					8.97	
100525231298						
100-525231-298 BLDG INSP - CONTRACT	MUNICIPAL SERVICES, LLC	MUNICIPAL SERVICES BLDG INSPECTIONS	202005	01/02/2020	456.00	
Total 100525231298:					456.00	

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100525231310						
100-525231-310 BLDG INSP - OPERATING S	COMPLETE OFFICE OF WISCO	Scissors	544176	01/06/2020	1.78	
Total 100525231310:					1.78	
100535321159						
100-535321-159 STREETS - CLOTHING ALL	ALSCO	ALSCO DPW (split) Customer # 074780	IMIL1522699	01/01/2020	35.26	
Total 100535321159:					35.26	
100535321162						
100-535321-162 STREETS - EAP SERVICE	AURORA EAP	AURORA EAP STREETS	20157	12/27/2019	62.93	
Total 100535321162:					62.93	
100535321234						
100-535321-234 STREETS - SALT AND SAND	MORTON SALT, INC	MORTON SALT SALT SHIPMENT	5401997138	01/03/2020	15,027.42	
Total 100535321234:					15,027.42	
100535321242						
100-535321-242 STREETS - REP MAINT VE	WAUSAU EQUIPMENT COMPA	Wausau parts for plows	6875349	12/11/2019	159.41	
100-535321-242 STREETS - REP MAINT VE	BUMPER TO BUMPER BURLING	Nano Pro Air Filter	1-369718	12/12/2019	51.93	
100-535321-242 STREETS - REP MAINT VE	BUMPER TO BUMPER BURLING	shop supplies	1-370095	12/20/2019	52.54	
100-535321-242 STREETS - REP MAINT VE	BUMPER TO BUMPER BURLING	shop supplies	1-370278	12/26/2019	9.78	
Total 100535321242:					273.66	
100535321244						
100-535321-244 STREETS - REP MAINT EQ	MIKE'S REPAIR SERVICE	MIKES REPAIR DPW	50430	12/27/2019	30.00	
100-535321-244 STREETS - REP MAINT EQ	MILLER-BRADFORD & RISBER	Unit 810&811-Cutting Edge	P19436	12/18/2019	1,085.00	
100-535321-244 STREETS - REP MAINT EQ	MILLER-BRADFORD & RISBER	Unit 810&811-Cutting Edge	P19489	12/20/2019	219.45	
100-535321-244 STREETS - REP MAINT EQ	MILLER-BRADFORD & RISBER	Shop Supplies	P19568	12/30/2019	285.60	
100-535321-244 STREETS - REP MAINT EQ	REINEMANS, INC.	Supplies-DPW	174127	12/20/2019	31.48	
Total 100535321244:					1,212.63	
100535321248						
100-535321-248 STREETS REP & MAINT BL	GRAINGER	DPW Supplies	9380465311	12/09/2019	54.43	
Total 100535321248:					54.43	
100535321298						
100-535321-298 STREETS - CONTRACT SER	AUTOMATED LOGIC CONTRAC	Phone Support-BAS	267642	12/18/2019	120.00	
100-535321-298 STREETS - CONTRACT SER	BUREAU OF CORRECTIONAL E	Signs	297757	12/23/2019	102.01	
100-535321-298 STREETS - CONTRACT SER	JOHNSON CONTROLS FIRE PR	Annual Billing for Fire Alarm Inspection (split)	21348360	12/02/2019	159.09	
Total 100535321298:					381.10	
100535321350						
100-535321-350 STREETS - REP MAINT SUP	CULLIGAN OF BURLINGTON	CULLIGAN DPW ACCT # 19385673 (split)	2019DECDPW	12/31/2019	23.04	
100-535321-350 STREETS - REP MAINT SUP	BUMPER TO BUMPER BURLING	shop supplies	1-370281	12/26/2019	142.40	
Total 100535321350:					165.44	
100545430298						
100-545430-298 ANIMAL SHELTER	WISCONSIN HUMANE SOCIETY	ANIMAL SHELTER CONTRACT	1619	01/01/2020	570.41	

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Total 100545430298:					570.41	
10055551159						
100-555551-159	PARKS - CLOTHING	ALSCO	ALSCO DPW (split) Customer # 074780	IMIL1522699	01/01/2020	35.25
Total 10055551159:					35.25	
10055551162						
100-555551-162	PARKS - EAP SERVICE	AURORA EAP	AURORA EAP PARKS	20157	12/27/2019	26.91
Total 10055551162:					26.91	
10055551242						
100-555551-242	PARKS - REPAIR MAINT VE	WAUSAU EQUIPMENT COMPA	Wausau parts for plows	6875349	12/11/2019	159.41
100-555551-242	PARKS - REPAIR MAINT VE	BUMPER TO BUMPER BURLING	Nano Pro Air Filter	1-369718	12/12/2019	51.93
100-555551-242	PARKS - REPAIR MAINT VE	BUMPER TO BUMPER BURLING	shop supplies	1-370095	12/20/2019	52.54
100-555551-242	PARKS - REPAIR MAINT VE	BUMPER TO BUMPER BURLING	shop supplies	1-370278	12/26/2019	9.78
Total 10055551242:					273.66	
10055551244						
100-555551-244	PARKS - REPAIR MAINT EQ	MIKE'S REPAIR SERVICE	MIKES REPAIR DPW	50430	12/27/2019	30.00
100-555551-244	PARKS - REPAIR MAINT EQ	MILLER-BRADFORD & RISBER	Unit 810&811-Cutting Edge	P19436	12/18/2019	1,085.00
100-555551-244	PARKS - REPAIR MAINT EQ	MILLER-BRADFORD & RISBER	Unit 810&811-Cutting Edge	P19489	12/20/2019	219.45
100-555551-244	PARKS - REPAIR MAINT EQ	MILLER-BRADFORD & RISBER	Shop Supplies	P19568	12/30/2019	285.60
100-555551-244	PARKS - REPAIR MAINT EQ	REINEMANS, INC.	Supplies-DPW	174127	12/20/2019	31.48
100-555551-244	PARKS - REPAIR MAINT EQ	GROVE OUTDOOR POWER LLC	Cable-Zero Turn	18374	12/27/2019	36.39
Total 10055551244:					1,249.02	
10055551248						
100-555551-248	PARKS - REPAIR MAINT BL	GRAINGER	DPW Supplies	9380465311	12/09/2019	27.22
Total 10055551248:					27.22	
10055551298						
100-555551-298	PARKS - CONTRACT SERVI	PATS SERVICES, INC	PATS SANITARY RENTAL ECHO PARK	A-190783	12/27/2019	100.00
100-555551-298	PARKS - CONTRACT SERVI	PATS SERVICES, INC	PATS SANITARY RENTAL RIVERSIDE PARK	A-190836	12/27/2019	180.00
100-555551-298	PARKS - CONTRACT SERVI	PATS SERVICES, INC	CITY OF BURLINGTON DOG PARK	A-190885	12/27/2019	90.00
100-555551-298	PARKS - CONTRACT SERVI	AUTOMATED LOGIC CONTRAC	Phone Support-BAS	267642	12/18/2019	60.00
100-555551-298	PARKS - CONTRACT SERVI	JOHNSON CONTROLS FIRE PR	Annual Billing for Fire Alarm Inspection (split)	21348360	12/02/2019	159.08
Total 10055551298:					589.08	
10055551350						
100-555551-350	PARKS - REPAIR/MTCE SUP	CULLIGAN OF BURLINGTON	CULLIGAN DPW ACCT # 19385673 (split)	2019DECDPW	12/31/2019	11.52
100-555551-350	PARKS - REPAIR/MTCE SUP	BUMPER TO BUMPER BURLING	shop supplies	1-370281	12/26/2019	142.39
Total 10055551350:					153.91	
100565639399						
100-565639-399	ECONOMIC DEVELOPMENT	KAPUR & ASSOCIATES, INC.	1157 Milwaukee Ave 19.0139.01	100985	12/18/2019	112.00
Total 100565639399:					112.00	
100565641298						
100-565641-298	PLAN COMM - CONTRACT S	KAPUR & ASSOCIATES, INC.	Glen at Stonegate Phase 3-Plan	100826	12/11/2019	1,144.50
100-565641-298	PLAN COMM - CONTRACT S	KAPUR & ASSOCIATES, INC.	SEWRPC Study 19.0139.01	100835	12/11/2019	621.32

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100-565641-298 PLAN COMM - CONTRACT S	KAPUR & ASSOCIATES, INC.	BASD Improvements-Plan 19.0139.01	100971	12/16/2019	112.00	
100-565641-298 PLAN COMM - CONTRACT S	KAPUR & ASSOCIATES, INC.	671 State St. 19.0139.01	100986	12/18/2019	325.50	
100-565641-298 PLAN COMM - CONTRACT S	KAPUR & ASSOCIATES, INC.	416 E Jefferson 19.0139.01	100987	12/18/2019	139.50	
Total 100565641298:					2,342.82	
100565641299						
100-565641-299 PLAN COMM - LAND USE	BURLINGTON FARMERS MARK	Farmers' Market Support 2020	2020	01/06/2020	10,000.00	
Total 100565641299:					10,000.00	
100575710297						
100-575710-297 GARBAGE- CONTRACT SVC	JOHNS DISPOSAL SERVICE IN	CONTRACTED BILLING/RECYCLE	379466	12/26/2019	13,076.00	
100-575710-297 GARBAGE- CONTRACT SVC	JOHNS DISPOSAL SERVICE IN	CONTRACTED BILLING/RECYCLE	380202	12/30/2019	212.00	
Total 100575710297:					13,288.00	
100575710298						
100-575710-298 GARBAGE - CONTRACT SV	JOHNS DISPOSAL SERVICE IN	CONTRACTED BILLING/GARBAGE	379466	12/26/2019	33,180.35	
100-575710-298 GARBAGE - CONTRACT SV	JOHNS DISPOSAL SERVICE IN	CONTRACTED BILLING/GARBAGE	380202	12/30/2019	371.00	
Total 100575710298:					33,551.35	
251555511162						
251-555511-162 EAP SERVICE	AURORA EAP	AURORA EAP LIBRARY	20157	12/27/2019	188.58	
Total 251555511162:					188.58	
452565641298						
452-565641-298 TID 5 CONTRACT SERVICE	EHLERS & ASSOCIATES, INC	financial Consulting on TID 5 Implementation	82601	01/09/2020	2,500.00	
Total 452565641298:					2,500.00	
453565616823						
453-565616-823 2017 Pool Construction Proje	RUNDLE-SPENCE	Circulator Pump-Pool	S2812972.001	12/20/2019	268.57	
Total 453565616823:					268.57	
458525220242						
458-525220-242 Repairs & Maint Vehicles	MENARDS	Supplies-Fire Dept	9877	01/04/2020	1.52	
Total 458525220242:					1.52	
458525220244						
458-525220-244 Repairs & Maint Equipment	MENARDS	Supplies-Fire Dept	9829	01/03/2020	50.07	
458-525220-244 Repairs & Maint Equipment	EAGLE ENGRAVING	Fireground & Apparatus Tags	2020-122	01/06/2020	25.50	
Total 458525220244:					75.57	
470535321800						
470-535321-800 Other Streets Projects	KAPUR & ASSOCIATES, INC.	2019 Burl Street Program 19.0065.01	100828	12/11/2019	1,266.97	
Total 470535321800:					1,266.97	
621181000						
621-181000 CONSTRUCTION IN PROGRESS	KAPUR & ASSOCIATES, INC.	2019 Burl Street Program 19.0065.01	100828	12/11/2019	313.21	
Total 621181000:					313.21	

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621575740162						
621-575740-162 EAP SERVICE	AURORA EAP	AURORA EAP WWTP	20157	12/27/2019	71.76	
Total 621575740162:					71.76	
621575740241						
621-575740-241 REPAIRS & MAINT IT	DIGICORP	SecureTide Spam Filter	330900	12/31/2019	29.27	
Total 621575740241:					29.27	
621575740298						
621-575740-298 CONTRACT SERVICE	KAPUR & ASSOCIATES, INC.	GIS-General 19.0315.01	100837	12/11/2019	82.00	
621-575740-298 CONTRACT SERVICE	CIVIC SYSTEMS, LLC	CIVIC SYSTEMS SEMI-ANNUAL SUPPORT FEES	CVC18540	12/30/2019	2,985.67	
Total 621575740298:					3,067.67	
622501070000						
622-501070-000 WORK IN PROGRESS	KAPUR & ASSOCIATES, INC.	2019 Burl Street Program 19.0065.01	100828	12/11/2019	68.28	
Total 622501070000:					68.28	
622509230000						
622-509230-000 OUTSIDE SERVICES	DIGICORP	SecureTide Spam Filter	330900	12/31/2019	27.01	
622-509230-000 OUTSIDE SERVICES	CIVIC SYSTEMS, LLC	CIVIC SYSTEMS SEMI-ANNUAL SUPPORT FEES	CVC18540	12/30/2019	2,985.67	
Total 622509230000:					3,012.68	
622509260162						
622-509260-162 EAP SERVICE	AURORA EAP	AURORA EAP WATER	20157	12/27/2019	35.92	
Total 622509260162:					35.92	
622509350000						
622-509350-000 GENERAL PLANT-SUPPLIE	CULLIGAN OF BURLINGTON	CULLIGAN DPW ACCT # 19385673 (split)	2019DECDPW	12/31/2019	23.04	
622-509350-000 GENERAL PLANT-SUPPLIE	GRAINGER	DPW Supplies	9380465311	12/09/2019	54.43	
622-509350-000 GENERAL PLANT-SUPPLIE	AUTOMATED LOGIC CONTRAC	Phone Support-BAS	267642	12/18/2019	120.00	
622-509350-000 GENERAL PLANT-SUPPLIE	JOHNSON CONTROLS FIRE PR	Annual Billing for Fire Alarm Inspection (split)	21348360	12/02/2019	159.09	
Total 622509350000:					356.56	
623575740242						
623-575740-242 REPAIR,MAINTENANCE EQ	BURLINGTON DEVELOPMENT	Battery-City Tractor	2020JANUARY	01/01/2020	238.56	
623-575740-242 REPAIR,MAINTENANCE EQ	BURLINGTON DEVELOPMENT	Carriage Bolts/Nuts-Plow Blade-City Tractor	2020JANUARY	01/01/2020	61.04	
Total 623575740242:					299.60	
623575740246						
623-575740-246 REPAIR MAINT.RUNWAY,TA	HUGHES ELECTRIC, INC	Repairs: runway & taxiway lights	11429	01/08/2020	350.00	
623-575740-246 REPAIR MAINT.RUNWAY,TA	BURLINGTON DEVELOPMENT	Asphalt-Patch Taxiway Holes	2020JANUARY	01/01/2020	49.75	
Total 623575740246:					399.75	
623575740298						
623-575740-298 CONTRACT SERVICES	BURLINGTON DEVELOPMENT	Time Warner Cable	2020JANUARY	01/01/2020	366.84	
623-575740-298 CONTRACT SERVICES	BURLINGTON DEVELOPMENT	Pat's Sanitary Service	2020JANUARY	01/01/2020	35.97	
623-575740-298 CONTRACT SERVICES	BURLINGTON DEVELOPMENT	Cleaning Services	2020JANUARY	01/01/2020	144.44	
623-575740-298 CONTRACT SERVICES	BURLINGTON DEVELOPMENT	Pest Control	2020JANUARY	01/01/2020	55.00	
623-575740-298 CONTRACT SERVICES	WI EMERGENCY MANAGEMEN	2018 Tier II Report-Airport	214463	11/22/2019	246.00	
623-575740-298 CONTRACT SERVICES	WI EMERGENCY MANAGEMEN	2019 Tier II Report-Airport	214571	01/02/2020	205.00	

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Total 623575740298:					1,053.25	
623575740310						
623-575740-310 OPERATING SUPPLIES	BURLINGTON DEVELOPMENT	AlSCO-Entryway Mats	2020JANUARY	01/01/2020	34.89	
623-575740-310 OPERATING SUPPLIES	BURLINGTON DEVELOPMENT	LED TV/Wall Mount-Flight Tracking	2020JANUARY	01/01/2020	654.08	
Total 623575740310:					688.97	
Grand Totals:					116,250.84	

Dated: _____

Motion for Approval by: _____

Motion Seconded by: _____



DATE: January 21, 2020

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

SUBMITTED BY: Diahnn Halbach, City Clerk

BACKGROUND/HISTORY:

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

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

1. Bedford, Breeanna (renewal)
2. Bourassa, Nicole (renewal)
3. Frederick, Marie (new)
4. Halter, Nicole (new)
5. Knapp, Justin (new)
6. Lloyd, Melissa (new)
7. Schneider, Sondra (new)

BUDGET/FISCAL IMPACT:

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

RECOMMENDATION:

Staff recommends that Council approve the submitted applications.

TIMING/IMPLEMENTATION:

This item is scheduled for consideration at the January 21, 2019 Common Council meeting.



DATE: January 21, 2020

SUBJECT: PUBLIC HEARING - To hear comments and concerns regarding a rezone request for property located at 257 Kendall Street.

BACKGROUND/HISTORY:

This item is to consider recommending approval of a rezone request from Erin Murphy for property located at 257 Kendall Street. The applicant is requesting to rezone the property from I-1, Institutional District to Rm-3, Low Density Multiple-Family Residential District. The Applicant intends to use 257 Kendall Street as a studio for photography and residential quarters for the property owner.

BUDGET/FISCAL IMPACT:

N/A

RECOMMENDATION:

For Public comment only.

TIMING/IMPLEMENTATION:

This item is for Public Hearing at the January 21, 2020 Committee of the Whole and is scheduled for final consideration at the February 4, 2020 Common Council meeting.

Attachments

PH 257 Kendall St.

**NOTICE OF PUBLIC HEARING
FOR AMENDING THE ZONING MAP**

TO WHOM IT MAY CONCERN:

NOTICE is hereby given that the Common Council of the City of Burlington proposes to amend Chapter 315 of the Municipal Code, Zoning Map, as it pertains to:

Owner: Bethel Baptist Church
Applicant: Erin Murphy
Applicant Address: 148 Kings Court, Burlington, WI 53105
Location of Request: **257 Kendall Street**
Existing Zoning: I-1, Institutional District
Proposed Zoning: B-3, Professional Office District
Proposed Use: To use the property for a photography studio

NOTICE IS FURTHER GIVEN that a Public Hearing on the above matter will be held by the Common Council in the City Council Chambers, in the City of Burlington located at 224 E. Jefferson Street on:

**TUESDAY, JANUARY 21, 2020 DURING THE MEETING OF THE COMMON COUNCIL
SCHEDULED TO BEGIN AT 6:30 P.M. OR SHORTLY THEREAFTER**

To hear any persons objecting to, or in support thereof, on the above mentioned matter.

CITY OF BURLINGTON

Dated at Burlington, Wisconsin, this 6th day January, 2020.

Diahnn Halbach, City Clerk

Published in the Burlington Standard Press
January 9 and 16, 2020



DATE: January 21, 2020

SUBJECT: RESOLUTION 4980(33) - To approve Amendment Number One to the Development Agreement for the Glen at Stonegate Subdivision Addition No. II.

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

BACKGROUND/HISTORY:

In reviewing the letter of credit reduction request from Birchwood Realty, LLC for the Glen at Stonegate Subdivision Addition II, it was discovered that the development agreement for this project did not contain language regarding the completion of the final lift of asphalt surface. This amendment to the development agreement adds the following language:

1. The Final Lift. The Developer shall, at its own cost and expense, construct and install the Final Lift on all of the streets within the Subdivision on or before the date of the first of the following two events to occur:

a) The attainment of the date of June 30, 2022; or

b) The attainment of the date on which Certificates of Occupancy have been issued by the City for 75% of the total number of lots (whether improved or not improved) in the Subdivision.

2. Possible Needed Repairs to the Binder. Prior to the Developer timely constructing and installing the Final Lift, its designated contractor(s), and the City’s Engineer shall jointly inspect and review the condition of the Binder and any sections of the same possibly needing to be repaired by the Developer prior to the installation of the said Final Lift. The City of Burlington Common Council shall then make a final determination of what sections of the Binder shall be repaired (to the satisfaction of the City’s Engineer), at the Developer’s cost and expense, prior to the installation by the Developer of the Final Lift.

3. The Letter of Credit (“LOC”). The Developer shall, until such time as all of the Developer’s duties and obligations imposed under the Agreement and this Amendment are fully complied with, continue to timely renew and keep in full force and effect the LOC.

This language is meant to protect the City should the developer go defunct and not be able to complete the final lift. All other terms, conditions and provisions of the Development Agreement shall remain in full force and effect.

BUDGET/FISCAL IMPACT:

An irrevocable letter of credit will remain with the city for the Glen at Stonegate Subdivision Addition II, which incorporates any remaining items and quantities for the project, plus a 15% contingency.

RECOMMENDATION:

Staff recommends approval of this amendment to the development agreement.

TIMING/IMPLEMENTATION:

This item is for discussion at the January 7, 2020 Committee of the Whole meeting, and is scheduled for final consideration at the January 21, 2020 Common Council meeting.

Attachments

- RES 4980(33) Stonegate Amendment Agreement
- Development Agreement Amendment One

**A RESOLUTION APPROVING AMENDMENT NUMBER ONE TO
THE DEVELOPMENT AGREEMENT FOR THE
GLEN AT STONEGATE SUBDIVISION ADDITION NO. II**

WHEREAS, the City of Burlington adopted Resolution No. 4935(37) on March 5, 2019 approving the Development Agreement and Final Plat for the Glen at Stonegate Subdivision Addition No. II; and,

WHEREAS, the City of Burlington requires the final layer of asphaltic pavement be constructed on all of the streets within the Subdivision on or before the date of the first of the following two events to occur i) the attainment of the date of June 30, 2022; or ii) the attainment of the date on which Certificates of Occupancy have been issued by the City for Seventy-Five Percent (75%) of the total number of lots (whether improved or not improved) in the Subdivision, as shown in the attached agreement, hereto attached at Attachment "A"; and,

WHEREAS, prior to the Developer timely constructing and installing the Final Lift, the Developer, its designated contractor(s), and the City's Engineer shall jointly inspect and review the condition of the Binder and any sections of the same possibly needing to be repaired by the Developer prior to the installation of the said Final Lift; and,

WHEREAS, the Developer shall, until such time as all of the Developer's duties and obligations imposed under the Agreement and this Amendment are fully complied with, continue to timely renew and keep in full force and effect the LOC.

NOW THEREFORE BE IT RESOLVED by the Common Council of the City of Burlington, Racine County Wisconsin that Amendment Number One of the Development Agreement for the Glen at Stonegate Subdivision Addition No. II, hereto attached as Attachment "A", is hereby approved.

BE IT FURTHER RESOLVED that all of the terms, conditions and provisions of the Development Agreement dated March 5, 2019 shall remain in full force and effect to the extent those terms, conditions and provisions are not inconsistent with the terms, conditions and provisions of this amendment.

Introduced: January 7, 2020

Approved:

Jeannie Hefty, Mayor

Attest:

Diahn Halbach, City Clerk

AMENDMENT NUMBER ONE TO THE DEVELOPMENT AGREEMENT
FOR THE GLEN AT STONEGATE, ADDITION NO. II, SUBDIVISION

This Amendment (the “Amendment”) is made and entered into by and between BIRCHWOOD REALTY, LLC, a Wisconsin limited liability company (the “Developer”), with its registered office located at 1280 Serena Lane, Burlington, Wisconsin; and the CITY OF BURLINGTON, a municipal corporation organized under the laws of the State of Wisconsin (hereinafter, the “City”), with its City Hall located at 300 North Pine Street, Burlington, Wisconsin 53105.

Introduction

On March 5, 2019, the Developer and the City entered into a Development Agreement (the “Agreement”) for the Glen at Stonegate Subdivision, Addition No. II (the “Subdivision”).

The Agreement states, in part, in Section II – Required Improvements, Section B – Streets, Subparagraph No. 2, that the “...street improvements will be made and a first lift of asphaltic concrete pavement will be placed on the streets no later than October 1, 2019.”

This “first lift” described above, hereinafter referred to as the “Binder”, was timely done by the Developer. The Developer and the City, however, have had several discussions regarding the optimal timing for the Developer to do the “second lift” of asphaltic concrete pavement, hereinafter referred to, and commonly known as, the “Final Lift”.

The discussions cited above also focused on the Letter of Credit (the “LOC”), a copy of which is attached hereto as Exhibit A, that was delivered by the Developer to the City, pursuant to the provisions of Section V – Financial Guarantee of the Agreement. The Developer has requested

the City to reduce the amount of the LOC. Presently, the LOC is in the guaranteed amount of Four Hundred Twenty Eight Thousand Six Hundred Twenty Four Dollars and Fifty Five Cents (\$428,624.55).

The City's Engineer has confirmed that a reduction of the LOC is warranted in the amount of Sixty Eight Thousand Nine Hundred Eighty Nine Dollars and Sixty Five Cents (\$68,989.65). This reduction is based on work that the Developer has recently performed, to the satisfaction of the City's Engineer.

The Developer has also requested that the LOC be reduced in light of the Binder that the Developer has installed and constructed in the streets of the Subdivision. This Binder work was not included in the reduction of the LOC noted above. After discussions between the Developer and the City staff, and after a detailed consultation by the City's staff with the City's Engineer, the City's staff is recommending to the City of Burlington Common Council a further reduction of the LOC, in recognition of the Developer's completed Binder work, in the amount of Forty Five Thousand Eight Hundred Seventy Three Dollars and Fifty Cents (\$45,873.50).

This further reduction of Forty Five Thousand Eight Hundred Seventy Three Dollars and Fifty Cents (\$45,873.50) for the Developer's Binder work represents Fifty Percent (50%) of the cost of that said work. The remaining Fifty Percent (50%) is still being retained in the LOC by the City, in the event repairs have to be made to one or more sections of the Binder prior to the Developer installing and constructing the Final Lift in the streets of the Subdivision. This retained Fifty Percent (50%) is projected to be more than enough to cover any such required repairs to the Binder, as noted above, and especially in light of the other terms and provisions of this Amendment. And in any event, the Agreement makes the Developer responsible for the entire repair cost of the Binder, no matter what amount that cost may be.

The above-noted reduction of the LOC, in the amount of Sixty Eight Thousand Nine Hundred Eighty Nine Dollars and Sixty Five Cents (\$68,989.65), for the work recently done by the Developer, and the further reduction of the LOC in the amount of Forty Five Thousand Eight Hundred Seventy Three Dollars and Fifty Cents (\$45,873.50), representing Fifty Percent (50%) of the cost of the Binder work done by the Developer, would result in a new and reduced amount of the LOC in the amount of Three Hundred Thirteen Thousand Seven Hundred Sixty One Dollars and Forty Cents (\$313,761.40).

The terms and provisions, described above and below, for this Amendment to the Agreement have been consented to by the Developer and City staff, and are being presented to the City of Burlington Common Council for its consideration and possible approval.

Amendment

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

2. The Final Lift. The Developer shall, at its own cost and expense, construct and install the Final Lift on all of the streets within the Subdivision on or before the date of the first of the following two events to occur:

- a) The attainment of the date of June 30, 2022; or
- b) The attainment of the date on which Certificates of Occupancy have been issued by the City for Seventy Five Percent (75%) of the total number of lots (whether improved or not improved) in the Subdivision.

3. Possible Needed Repairs to the Binder. Prior to the Developer timely constructing and installing the Final Lift, as described in above Paragraph No. 1, the Developer, its designated

contractor(s), and the City's Engineer shall jointly inspect and review the condition of the Binder and any sections of the same possibly needing to be repaired by the Developer prior to the installation of the said Final Lift. The City of Burlington Common Council shall then make a final determination of what sections of the Binder shall be repaired (to the satisfaction of the City's Engineer), at the Developer's cost and expense, prior to the installation by the Developer of the Final Lift.

4. The Letter of Credit ("LOC"). The Developer shall, until such time as all of the Developer's duties and obligations imposed under the Agreement and this Amendment are fully complied with, continue to timely renew and keep in full force and effect the LOC, in the amount of Three Hundred Thirteen Thousand Seven Hundred Sixty One Dollars and Forty Cents (\$313,761.40), or such reduced amount as the City may, from time to time, approve. The Developer shall renew the LOC at least Sixty (60) Days prior to the expiration date of the then-existing LOC. Should the Developer fail to timely so renew the LOC, then the City may, should it so elect, place a claim for the entire remaining amount of monies payable to the City under the said LOC.

5. Immediate Reduction of the Letter of Credit ("LOC"). The LOC attached hereto as Exhibit A is hereby reduced from the amount of Four Hundred Twenty Eight Thousand Six Hundred Twenty Four Dollars and Fifty Five Cents (\$428,624.55) to the new lower amount of Three Hundred Thirteen Thousand Seven Hundred Sixty One Dollars and Forty Cents (\$313,761.40), for the reasons described above. As required by the Agreement, this amount includes a Fifteen Percent (15%) contingency fee for the cost of the said remaining work.

6. Amendment of the Agreement. The terms and provisions of the Agreement are amended by this Amendment (i) as expressly stated herein, and/or (ii) as may otherwise be necessary to

make effective the provisions of this Amendment. The Agreement, as so amended, shall then continue in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed this _____ day of January, 2020.

DEVELOPER:
Birchwood Realty, LLC

CITY:
City of Burlington, Wisconsin

By: _____
Jared Hamill, Member

By: _____
Jeannie Hefty, Mayor

By: _____
Chris Conigliaro, Member

Attest: _____
Diahn Halbach, City Clerk

Acknowledgement

State of Wisconsin)
) ss.
County of Racine)

Personally came before me on this _____ day of January, 2020, the above-named Jared Hamill and Chris Conigliaro, Members of Birchwood Realty, LLC, to me known to be the persons who executed the foregoing instrument and acknowledged that they executed the same as the authorized Members on behalf of the Developer, by its authority.

Notary Public, State of Wisconsin
My commission _____

State of Wisconsin)
) ss.
County of Racine)

Personally came before me on this _____ day of January, 2020, the above-named Jeannie Hefty and Diahnn Halbach, Mayor and City Clerk, respectively, of the City of Burlington, to me known to be the persons who executed the foregoing instrument and acknowledged that they executed the same on behalf of the City of Burlington, by its authority.

Notary Public, State of Wisconsin
My commission _____



DATE: January 21, 2020

SUBJECT: RESOLUTION 4981(34) - To approve Reduction Number Two to the Letter of Credit for the roadway, sanitary sewer and water main utility infrastructure improvements for the Glen at Stonegate Subdivision, Addition No. II.

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

BACKGROUND/HISTORY:

On March 5, 2019, the Council approved a Development Agreement and Final Plat for the Glen at Stonegate Subdivision, Addition No. II with Birchwood Realty, LLC. As part of this agreement, an Irrevocable Letter of Credit (LOC) in the amount of \$1,037,411.55 was required, which is equal to 115% of the City Engineer's estimate of the total cost of installation of public construction.

Nancy Washburn, on behalf of Birchwood Realty, LLC has requested a reduction to the letter of credit for the Glen at Stonegate Subdivision, Addition No. II. The developer is requesting a reduction from \$428,624.55 to \$178,182.15. Kapur, City Engineer, whose memorandum is attached, has reviewed the letter of credit reduction request and recommends approval of the request. In the City Engineer's review of the previously reduced amount of the LOC, the amount of work remaining to complete the project, and the cost to complete the remaining work, they recommend the letter of credit for the Glen at Stonegate, Addition No. II be reduced \$114,863.45 from \$428,624.55 to \$313,761.40. This amount is based on remaining items and quantities necessary to complete the project (asphalt replacement if necessary, asphalt surface, sidewalk, curb & gutter, utility adjustments, erosion control removal, planting trees, etc.). This also includes the 15% contingency requirement per the development agreement.

Lien Waivers have been provided for the complete reduction amount and were included as part of this request. The reduction to the letter of credit does not constitute an acceptance of utilities or roadway. All public infrastructure will be accepted upon completion of the project, which includes all testing, receipt of as-built drawings, and final approval of all punch list items.

BUDGET/FISCAL IMPACT:

The developer is requesting a reduction of \$114,863.45 from the remaining amount of \$428,624.55 to have a remaining balance of \$313,761.40, which includes the 115% required contingency of public infrastructure yet to be completed.

RECOMMENDATION:

The City Engineer and staff recommend approval of the reduction to the letter of credit.

TIMING/IMPLEMENTATION:

This item is for discussion at the January 7, 2020 Committee of the Whole meeting, and is scheduled for final consideration at the January 21, 2020 Common Council meeting.

Attachments

- RES 4981(34) Stonegate Letter of Credit
- Kapur Memorandum
- Request from Birchwood Realty, LLC

A RESOLUTION APPROVING A REDUCTION IN THE LETTER OF CREDIT FOR THE ROADWAY, SANITARY SEWER AND WATER MAIN UTILITY INFRASTRUCTURE IMPROVEMENTS FOR THE GLEN AT STONEGATE SUBDIVISION, ADDITION NO. II

WHEREAS, inspection and testing of these roadway and utility installations was completed on or before December 3, 2019; and

WHEREAS, the City Engineer has recommended a reduction in the Letter of Credit for The Glen at Stonegate Subdivision Addition No. II's roadway, sanitary sewer and water main; and,

WHEREAS, the remaining Letter of Credit, in the amount of \$313,761.40, will be retained until further release by the City and is sufficient to cover the remaining infrastructure improvements; and,

WHEREAS, the developer, Birchwood Realty, LLC, will remain responsible to complete repairs to the infrastructure and, for completion of punch list items, as required by the Engineer until full and formal acceptance of the project by the City Council; and,

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Common Council of the City of Burlington that the aforementioned reduction in the Letter of Credit is approved.

Introduced: January 7, 2020
Adopted:

Jeannie Hefty, Mayor

Attest:

Diahn Halbach, City Clerk

Memo to the City of Burlington

To: Megan Watkins, Assistant City Administrator **Date:** December 3, 2019
From: Greg Governatori
CC: Carina Walters, John Bjelajac, Peter Riggs, Mike Timmers
Subject: Reduction of Letter of Credit, Draw #2 – Glen at Stonegate Addition No. 2

As requested by Birchwood Realty, LLC a review of materials for a reduction of the letter of credit (LOC) has been completed. The work included in the request has been completed, reviewed and verified by Kapur. Birchwood Realty, LLC is requesting a reduction from \$428,624.55 to \$178,182.15.

In reviewing the previously reduced amount of the LOC, the amount of work remaining to complete the project, and the cost to complete the remaining work, we recommend the letter of credit for the Glen at Stonegate, Addition No. 2 be reduced from \$428,624.55 to **\$313,761.40**. This amount is based on remaining items and quantities necessary to complete the project (asphalt replacement if necessary, asphalt surface, sidewalk, curb & gutter, utility adjustments, erosion control removal, planting trees, etc.). This also includes the 15% contingency requirement per the development agreement.

Lien Waivers have been provided and were included as part of this request.

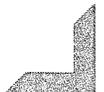
This letter is for notification of reduction of LOC and does not constitute an acceptance of utilities or roadway.

Please contact me if you have any questions or concerns.

Sincerely,
Kapur & Associates, Inc.



Greg Governatori, P.E.
Associate





Glen at Stonegate Addition II - Estimate for LOC Reduction

Partial Replacement of Asphalt Binder - Assumed 50% removal & repave
City of Burlington, Racine County, Wisconsin

Road Work				LOC Amt - Engineer's Est	
Item No.	Item Description	Unit	Remaining Qty.	Bid Unit \$	Bid Total \$
	Remove Asphalt Binder Full Depth	SY	3000	\$ 2.50	\$ 7,500.00
	1.75" HMA Pavement Type 3LT 58-28 S	TN	630	\$ 83.00	\$ 52,290.00
	2.25" HMA Pavement Type 4LT 58-28 S	TN	400	\$ 79.00	\$ 31,600.00
	Concrete Curb & Gutter 30-Inch Type D	LF	92	\$ 48.00	\$ 4,416.00
	Concrete Sidewalk 4-Inch	SF	14670	\$ 9.00	\$ 132,030.00
	Silt Fence Removal	LF	2400	\$ 1.00	\$ 2,400.00
	Landscaping Trees	EACH	66	\$ 300.00	\$ 19,800.00
SUBTOTAL - Road Work				\$	250,036.00
Sanitary Sewer				LOC Amt - Engineer's Est	
Item No.	Item Description	Unit	Bid Qty.	Bid Unit \$	Bid Total \$
	Sanitary MH Adjustment	EACH	9	\$ 850.00	\$ 7,650.00
	Sanitary MH Seal	EACH	9	\$ 600.00	\$ 5,400.00
SUBTOTAL - Sanitary				\$	13,050.00
Watermain				LOC Amt - Engineer's Est	
Item No.	Item Description	Unit	Bid Qty.	Bid Unit \$	Bid Total \$
	Water Valve Box Adjustment	EACH	6	\$ 250.00	\$ 1,500.00
SUBTOTAL - Water				\$	1,500.00
Storm Sewer				LOC Amt - Engineer's Est	
Item No.	Item Description	Unit	Bid Qty.	Bid Unit \$	Bid Total \$
	Storm MH Adjustment	EACH	7	\$ 550.00	\$ 3,850.00
	Storm Inlet Adjustment	EACH	8	\$ 550.00	\$ 4,400.00
SUBTOTAL - Storm				\$	8,250.00
SUBTOTAL				\$	272,836.00
15% Contingency per Developer's Agreement				\$	40,925.40
TOTAL - LOC				\$	313,761.40

PARTIAL WAIVER OF CONSTRUCTION LIEN

§779.05, Wis. Stats.

Date: **September 6, 2019**

1. Claimant's Name: **Payne & Dolan, Inc.**
Claimant's Address: **1700 120th Avenue, Kenosha, WI 53144**

2. Property Improved by Contractor's Work (check one):

- Street address: **The Glen at Stonegate**
- Legal description attached.

3. Contractor's Work furnished at the request of: (name of party which requested or contracted for work)

BIRCHWOOD REALTY C/O MCHOME BUILDERS LLC
5008 Green Bay Rd., Suite 101
Kenosha, WI 53144

4. Waiver of lien rights, contingent upon receipt of payment, is made for (select one):

The following work:

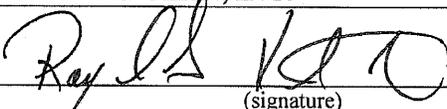
(insert description of type of labor, services, material, plans or specifications supplied by Contractor, including percentage performed dollar value, and dates as necessary to accurately describe the Work being waived, stating exceptions, if any)

All Work to date of this Waiver in the amount of: **\$171,348.30**

5. Title Companies, Lenders or others may require disclosure of the Contractor's subcontractors and material suppliers before disbursement of funds related to the Contractor's above-described Work. If so required, specify name(s) of Contractor's subcontractors and material suppliers furnishing any portion of the Work being waived:

(attach additional sheets if necessary)

CONTRACTOR NAME: **PAYNE & DOLAN, INC.**

By: 
(signature)

Authorized Agent's Name: **Raymond A. Postotnik**
(print name of person signing above)

Title: **Agent**

Address: **1700 120th Avenue, Kenosha, WI 53144**

Telephone Number: **262-859-3081**

NOTE: This is a conditional waiver of lien rights in that the validity of this waiver is dependent upon the actual receipt of payment. If the check issued is returned "NSF" or payment stopped, this waiver of lien is void.

§779.05 Waivers of Lien. Provides, in part "(1) Any document signed by a lien claimant or potential claimant and purporting to be a waiver of construction lien rights under this subchapter, is valid and binding as a waiver whether or not consideration was paid therefor and whether the document was signed before or after the labor or material was furnished or contracted for. Any ambiguity in such document shall be construed against the person signing it. Any waiver document shall be deemed to waive all lien rights of the signer for all labor, services, material, plans or specifications performed, furnished or procured, or to be performed, furnished or procured by the claimant at any time for the improvement to which the waiver relates, except to the extent that the document specifically and expressly limits the waiver to apply to a particular portion of such labor, services, material, plans or specifications. A lien claimant or potential lien claimant of whom a waiver is requested is entitled to refuse to furnish a waiver unless paid in full for the labor, services, material, plans or specifications to which the waiver relates. A waiver furnished is a waiver of lien rights only, and not of any contract rights of the claimant otherwise existing."

Contractor's failure to pay its subcontractors or material suppliers from monies received for its Work may result in civil or criminal liability under Wisconsin's theft by contractor statute, §779.02(5), Wis. Stats.

Conditional Release

Date: 9/5/1949

Upon receipt by the undersigned of a check from Birchwood Realty LLC in the sum of: \$120,060.95

payable to: Reesman's Excavating & Grading and when the check has been properly endorsed and

paid by the bank upon which it is drawn, this document shall become effective to release any construction lien, stop notice, or

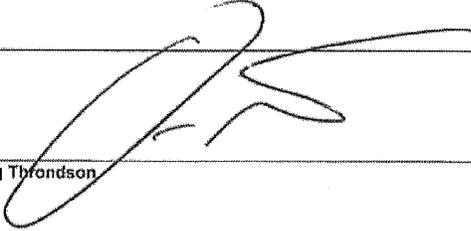
bond right the undersigned has on the job of: The Glen at Stonegate Addition #2 located at:

Stonegate Road and Ravenswood Road, Burlington, WI

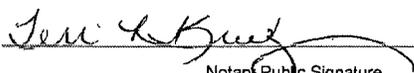
This release covers a progress payment to the undersigned for all labor, services, equipment or material furnished to the owner through 9/1/2019

only and does not cover any retentions retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully execute by the parties prior to the release date are covered by this release unless specifically reserced by the claimant in this release. This release of any contractor's lien, stop notice, or bond right shall not otherwise affect the contrac rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract undersigned to recover compensation for furnished labor, services, equipment or material was not compensated by the progress payment.

Before any recipient of this document relies on it, the party should verify evidence of payment to the undersigned.


Doug Thronson

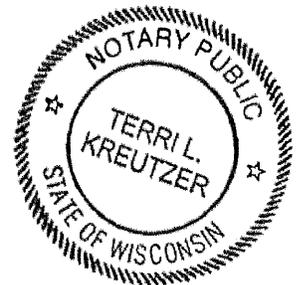
CFO


Notary Public Signature

Terri. L. Kreutzer
Printed Name

1/23/21
Commission Expires

Reesman Excavating & Grading
28815 Bushnell Road
Burlington, WI 53105
262 539 2124



October 4, 2019

Ms. Megan Watkins
Assistant City Administrator
City of Burlington
300 N. Pine Street
Burlington, WI 53105

Re: Glen at Stonegate – LLOC Reduction

Dear Ms. Watkins:

Pursuant to the terms of our Development Agreement, Birchwood Realty, LLC is requesting reduction in the LLOC on file with the City.

Enclosed are Lien Waivers from Reesman Excavating and Payne and Dolan showing payment. Based on those pay requests and your LLOC Breakdown we are requesting reduction as follows:

- 1) Road Work: Reduce from to \$291,717.00 to \$135,417.00. Reflects installation of curb and gutter and binder asphalt.
- 2) Sanitary Sewer: Reduce from \$25,000.00 to \$2,315.00 to reflect Year 2 adjustments for final Lift. This amount is reflected in the contract with Reesman Excavating.
- 3) Watermain: Reduce from \$40,000.00 to \$1,209.00 reflect Year 2 adjustments for final lift.
- 4) Storm Sewer: Remain at \$16,000. No further reduction.

Total Reduction from \$428,624.55 to \$178,182.15 which includes 15% Contingency.

Also attached is a copy of the LLOC breakdown with the **items remaining** highlighted.

Thank you for your prompt attention to this request. Please advise as to next steps or anything we are missing.

Respectfully submitted,

Nancy Washburn
Land Development Administration, SP

Cc: Mike Timmers, Kapur & Associates
Birchwood Realty, LLC
Peter Riggs, City of Burlington, Director of Public Works



DATE: January 21, 2020

SUBJECT: RESOLUTION 4982(35) - To approve a Resolution Authorizing the Application to the Wisconsin Economic Development Corporation Community Development Investment Grant for 700 N. Pine Street (Low Daily, LLC) Redevelopment Project.

SUBMITTED BY: Carina Walters, City Administrator

BACKGROUND/HISTORY:

In order to submit an application to the Wisconsin Economic Development Corporation for the Community Development Investment Grant or CDI Grant, the Common Council must approve a Resolution authorizing the submittal. The Common Council has approved such grant applications for the Mercantile and Coffee House within the last 7 years that have received funding towards renovations that have had lasting impacts to the City's Historic Downtown.

This evening, Laura Million of Racine County Economic Development Corporation (RCEDC) will provide an overview of the project seeking Council support.

BUDGET/FISCAL IMPACT:

As a part of the Community Development Investment Grant Application WEDC requirements, the Common Council must approve the application, a Developers Agreement, that outlines the responsibilities of the developer and reimbursement of the grant funding. The City, who oversees the project and its costs, is the financial conduit who reimburses the Developer with CDI funds. The City is not financially responsible for any project costs.

RECOMMENDATION:

Staff recommends approval of the CDI Grant application.

TIMING/IMPLEMENTATION:

This item is for discussion at the January 7, 2020 Committee of the Whole meeting, and is scheduled for final consideration at the January 21, 2020 Common Council meeting.

Attachments

- RES 4982(35) WEDC Grant Application 700 N Pine
- RCEDC memorandum
- Letter of Support

A RESOLUTION AUTHORIZING THE APPLICATION FOR THE WISCONSIN ECONOMIC DEVELOPMENT CORPORATION COMMUNITY DEVELOPMENT INVESTMENT GRANT FOR THE 700 N. PINE STREET (LOW DAILY, LLC) REDEVELOPMENT PROJECT

WHEREAS, The Wisconsin Economic Development Corporation has available Community Development Investment Grants; and,

WHEREAS, Low Daily, LLC has a project that is eligible for a WEDC Community Development Investment Grant; and,

WHEREAS, the City of Burlington's Downtown Strategic Plan calls for the promotion of downtown redevelopment projects through the use of grant dollars, and;

WHEREAS, the Common Council has determined that entering into an agreement with Low Daily, LLC for the management of grant funds advances the strategic goals of the City; and,

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Burlington that the application for the Wisconsin Economic Development Corporation Community Development Investment Grant for the Low Daily, LLC project be approved and the Mayor will submit a letter of support of the project on behalf of the Council.

BE IT FURTHER RESOLVED that the Mayor is authorized to sign the Low Daily, LLC project grant application and provide a letter of support on behalf of the Council in support of the project.

Introduced: January 7, 2020
Adopted:

Jeannie Hefty, Mayor

Attest:

Diahnn Halbach, City Clerk

MEMORANDUM

TO: MAYOR JEANNIE HEFTY
BURLINGTON COMMON COUNCIL

FROM: LAURA MILLION, RCEDC

RE: REQUEST TO SUBMIT WEDC CDI GRANT APPLICATION FOR 700 N PINE STREET

DATE: DECEMBER 16, 2019

The purpose of this memo is to request approval from the Council to submit an application for a Community Development Investment (CDI) grant from the Wisconsin Economic Development Corporation (WEDC). The grant would facilitate the redevelopment of 700 North Pine Street into a craft brewery and tap room, resulting in new investment in the community and providing a destination which will drive additional foot traffic in Burlington's downtown.

Following is a summary of the project and the CDI grant application deadlines and eligibility requirements.

PROJECT OVERVIEW

The creation of Low Daily Brewery and Taproom at 700 North Pine Street is directly linked to Tim Sullivan's passion for craft beer and his interest in returning to Burlington, his hometown. Tim, the primary owner of Low Daily LLC, spent the last 5 years working in the craft beer industry and has honed the skills necessary to create a vibrant business that will bring added enthusiasm to the city. Low Daily benefits not only from Tim's industry expertise, but also the support of Tim's parents, both life-long active community members. Bob and Pat Sullivan are helping Tim on the project that will restore one of Burlington's historic buildings and aims to make a lasting positive impact. The Sullivan's purchased 700 North Pine Street as BobPat LLC in the heart of downtown in early 2019.

The historic 7,700 SF two-story building is perfect for a small brewery and taproom on the first floor and allows room for the brewery to grow. The Sullivan's are working with PSG to plan and manage the project. Construction is expected to start in early 2020 with a planned opening of the Tap Room by

summer 2020. The proposed development agreement with the City notes that the project will be completed by September 30, 2020.

Estimated investment in the total project is \$1.3 million. Renovations costs eligible for grant consideration total \$685,074. Renovations for this phase of the project will focus on interior upgrades required on the first floor. Future phases may include updates to the 2nd Floor and the façade.

In this phase of construction, the building conversion requires significant investment in plumbing, electrical, and fire sprinkler. At the same time Low Daily needs to invest in brewhouse equipment for the business. The proposed \$171,000 CDI grant will be used to offset eligible construction costs and enable Low Daily to attract the necessary financing resources to fund the remaining renovation costs and equipment needs. In addition to resources from the Sullivans, Tim Sullivan plans to secure financing through a local bank and through the new Burlington Revolving Loan Fund and RCEDC's Business Lending Partners (BLP) finance division. A preliminary financing structure has been discussed with a local bank and BLP. The business plan has been reviewed by UW-Parkside's SBDC.

CDI GRANT INFORMATION

Communities are eligible to apply for the Community Development Investment Grant from the WEDC in order to support projects of importance to the community. Generally, only one grant per community is funded per year. In the past the City of Burlington has received funds to assist with the redevelopment of the Mercantile and the Coffee House with this program. Additional information regarding the grant are noted below:

1. Grants support urban, small city and rural community redevelopment efforts with an emphasis on downtown community driven efforts.
2. Funding of up to 25% of eligible project costs.
3. Funded projects should lead to measurable benefits in job opportunities, property values and/or leveraged investment by public and private partners.
4. Eligible applicants include municipalities.
5. Match requirement: 3:1 investment in project costs.
6. Eligible activities: renovation, historic preservation, demolition, new construction and infrastructure investment.

7. Eligible projects: development of significant destination attractions; rehabilitation and reuse of underutilized or landmark buildings; infill development, historic preservation, infrastructure efforts, and mixed-use developments.
8. Maximum award: \$250,000 per project per community per year
9. Due date: Rolling application
10. Awards announced: Minimum 8 weeks after application submission
11. Evaluation criteria:
 - a. Impact on the community
 - b. Financial justification
 - c. Previous planning efforts
 - d. Readiness to proceed
 - e. Involvement of public-private partnerships
 - f. Other factors determined by WEDC
12. The City will be expected to submit annual performance reports documenting capital investment, assessed taxable property values, as well as any other contract deliverable. WEDC may also require an audit of the project. The City will handle grant disbursements on a reimbursement basis. Any audit costs will be born by Low Daily, LLC.
13. A developers agreement has been drafted for the Common Council's consideration which defines the roles and responsibilities of Low Daily LLC and the City of Burlington if the grant is awarded.

REQUEST

Assistance from the CDI grant will assist in advancing elements of Burlington's 2016 Downtown Strategic Plan. Specifically, the downtown plan notes the need to promote building facade and interior maintenance activities; attract retail, food, entertainment and destination business offerings; create a destination/gathering spot in downtown; reduce storefront vacancy; and increase tourism. In addition, the plan identifies the Old Standard Press Building at 700 North Pine Street as a renovation/redevelopment opportunity in downtown. The Low Daily project is expected to result in redevelopment of 700 North Pine Street and the establishment of an experience driven destination which adds to the offerings in downtown Burlington, attracting residents and visitors to the community.

The Council is requested to approve a resolution allowing submission of WEDC CDI Grant application by the City of Burlington in support of renovation of 700 N Pine Street by Low Daily, LLC.



CITY OF BURLINGTON

Administration Department

300 N. Pine Street, Burlington, WI, 53105

(262) 342-1161 – (262) 763-3474 fax

www.burlington-wi.gov

December 16, 2019

Ms. Tracy Lubar
Regional Economic Development Director
Wisconsin Economic Development Corporation
247 W. Freshwater Way, Suite 430
Milwaukee, WI 53204

Re: CDI Grant Application

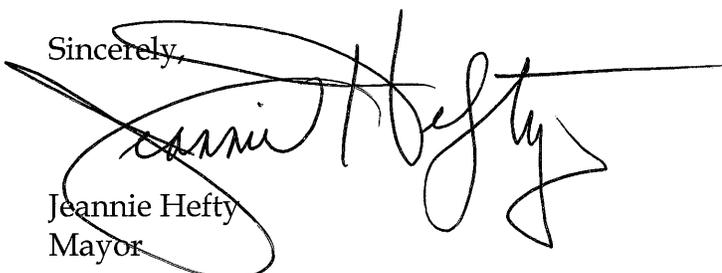
Dear Ms. Lubar:

It is my pleasure to write a letter in support of the Community Development Investment (CDI) Grant application being submitted to the Wisconsin Economic Development Corporation (WEDC) by the City of Burlington, WI on behalf of Tim Sullivan and Low Daily Brewing, LLC. for the brewery project occurring at the historic building located at 700 N. Pine St. in Burlington.

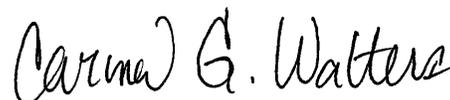
City staff has met on multiple opportunities to learn about this exciting project with Mr. Sullivan who will be renovating this dilapidated building. The City Council fully supports this project as it demonstrates the City's strategic plan recognizing downtown redevelopment as an important priority in the community. We have also shown our support for this project through the services of the Racine County Economic Development Corporation staff that have been retained under contract to assist Mr. Sullivan in developing his grant application and to define the scope of his project. We also anticipate that Mr. Sullivan will seek funding through a newly created Burlington Revolving Loan Fund to assist with this project.

In conclusion, the City fully supports Mr. Sullivan/Low Daily Brewing LLC., as he seeks WEDC CDI Grant funding to support the redevelopment of the 700 N. Pine St. building located in the heart of our nationally and state designated historic district. Supporting retail redevelopment with an experienced brewer who is community minded and from Burlington will enhance the City's efforts to revitalize downtown Burlington. As this project will provide jobs, enhance the tax base and stimulate small business growth and development we believe it will benefit the small business entrepreneurs in our community and will establish downtown Burlington as a destination in the region for community focused-locally produced and sourced beer. We have committed to support this project and we look to WEDC to support this project via an award from the Community Development Investment grant.

Sincerely,



Jeannie Hefty
Mayor



Carina G. Walters
City Administrator



DATE: January 21, 2020

SUBJECT: RESOLUTION 4983(36) - To approve a Developers Agreement with Low Daily, LLC for the 700 N. Pine Street Property as a part of the Community Development Investment Grant (CDI) offered through the Wisconsin Economic Development Corporation (WEDC).

SUBMITTED BY: Carina Walters, City Administrator

BACKGROUND/HISTORY:

As a part of the CDI grant submittal through the Wisconsin Economic Development Corporation (WEDC), the Developer, Low Daily LLC, the City and Racine County Economic Development Corporation have arranged for the City to obtain the WEDC grant in the amount of \$171,000. The CDI Grant consists of funds payable by the WEDC to the City, and the City then acting as a financial conduit, reimburses the Developer with CDI funds. The City does not retain any funds.

In return the Developer is responsible for all costs, licenses and permits from the City and eligible reimbursements from the project begin after January 27, 2020. It is anticipated the project should be completed on or before September 30, 2020; however, a deadline can be granted. Should the developer default under the agreement, following attempts to remedy any situation that may occur, the developer must return all grant monies paid.

BUDGET/FISCAL IMPACT:

As indicated the City is the financial conduit from the WEDC CDI Grant to the Developer. No City dollars are allocated towards this development.

RECOMMENDATION:

Staff recommends approval of the Developers Agreement.

TIMING/IMPLEMENTATION:

This item is for discussion at the January 7, 2020 Committee of the Whole meeting, and is scheduled for final consideration at the January 21, 2020 Common Council meeting.

Attachments

RES 4983(36) Low Daily Grant Agreement
Grant Agreement

A RESOLUTION APPROVING A DEVELOPERS AGREEMENT BETWEEN THE CITY OF BURLINGTON AND LOW DAILY, LLC FOR THE WISCONSIN ECONOMIC DEVELOPMENT (WEDC) CORPORATION COMMUNITY DEVELOPMENT INVESTMENT (CDI) GRANT FOR PROPERTY LOCATED AT 700 N. PINE STREET

WHEREAS, The Wisconsin Economic Development Corporation (WEDC) has available Community Development Investment (CDI) Grants; and,

WHEREAS, Low Daily, LLC has been approved for a WEDC Community Development Investment Grant in the amount of \$171,000; and,

WHEREAS, the City of Burlington's Downtown Strategic Plan calls for the promotion of downtown redevelopment projects through the use of grant dollars, and;

WHEREAS, the Common Council has determined that entering into an agreement with Low Daily, LLC for the management of grant funds advances the strategic goals of the City; and,

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Burlington hereby approves a Developers Agreement between the City of Burlington and Low Daily, LLC, hereto attached as "Attachment A"

BE IT FURTHER RESOLVED that the Mayor is authorized to sign the Developers Agreement between the City of Burlington and Low Daily, LLC.

Introduced: January 7, 2020
Adopted:

Jeannie Hefty, Mayor

Attest:

Diahn Halbach, City Clerk

GRANT AGREEMENT

This agreement (“Agreement”) is made and entered into this ___ day of _____, 2019, by and between:

- a) LOW DAILY LLC, being a Wisconsin limited liability company (hereinafter, the “Developer”), with offices located at 424 North Pine Street, Burlington, Wisconsin 53105; and
- b) The CITY OF BURLINGTON, WISCONSIN, being a municipal corporation organized under the laws of the State of Wisconsin (hereinafter, the “City”), with its City Hall located at 300 North Pine Street, Burlington, Wisconsin 53105.

Introduction

Developer is leasing the following-described parcel of real property (the “Property”):

- a) Street Address: 700 North Pine Street
Burlington, Wisconsin 53105
- b) Tax Parcel No.: 206-03-19-32-002-000

The building located on the Property (the “Building”) is going to be restored by Developer, so that it is suitable for the Developer’s proposed craft brewery business (the “Project”). The Property is owned by BOBPAT LLC, being a Wisconsin limited liability company, in which (i) Robert Sullivan and Patricia Sullivan, husband and wife (“Robert/Patricia Sullivan”), and (ii) Timothy L. Sullivan (“Tim Sullivan”) are the sole members. Robert/Patricia Sullivan are the parents of Tim Sullivan (all of whom are referred to herein by their said above-described names, or collectively as the “Sullivans”). The Sullivans are not only the sole members of BOBPAT LLC,

but also the sole members of Low Daily LLC, being the Developer for this Project. Robert/Patricia Sullivan reside at 425 Summit Avenue, Burlington, Wisconsin 53105, and Tim Sullivan resides at 424 North Pine Street, Burlington, Wisconsin.

Developer, the City, the Racine County Economic Development Corporation (“RCEDC”), and the Wisconsin Economic Development Corporation (“WEDC”) have arranged for the City to obtain a WEDC Community Development Incentive Grant (“CDI Grant”) in the amount of One Hundred Seventy One Thousand Dollars (\$171,000.00). The CDI Grant consists of (i) funds payable by the WEDC to the City, and (ii) the City then, acting as a financial conduit (without the City retaining any of the CDI Grant funds for the City’s own use), reimbursing Developer with the CDI Grant funds for eligible costs and expenses incurred by Developer in undertaking the Project.

The City is willing to administer this CDI Grant program, in conformance with the requirements of the WEDC for the same, and both the City and the Developer hereby acknowledge that the Project would not be undertaken by the Developer without the assistance of the CDI Grant being provided by the WEDC to the City for the Project.

The City of Burlington Common Council has authorized the City to enter into this Agreement for the above-stated purposes pursuant to a Resolution, which was adopted by the Common Council on the date of _____, at a meeting of the said Common Council duly and lawfully held on that said date.

Agreement

1. “Introduction” is Correct. The above “Introduction” is true and correct, and is hereby incorporated into this Agreement by reference.

2. Duties of the Developer.

A. Developer, at its own cost and expense, and through a contractor(s) preapproved by the City, shall undertake and complete the Project (i) in accordance with the plans and specifications for the Project on file with the City, the RCEDC, and the WEDC, and (ii) in accordance with all applicable governmental statutes, laws, rules, regulations, and ordinances, as well as all directives from the City representatives, including, but not limited to, the City Building Inspector.

B. Developer (and/or the Sullivans, as the owners of the Property), at its own cost and expense, shall obtain all licenses, approvals, and permits from the City that may be required by the City for the Project.

C. Developer warrants and represents to the City (and to RCEDC and WEDC) that Developer would not be able to proceed with the Project without the benefit of being eligible for reimbursement of Project costs through the CDI Grant, all as described in this Agreement.

D. For the purposes of this Agreement and Developer's eligibility for reimbursement of Project costs under this CDI Grant program, the Project shall be deemed to be commenced on the date of January 27, 2020. Developer is not eligible for reimbursement of any of the Project costs incurred by Developer prior to this commencement date.

E. The Project shall be fully completed by Developer on or before the date of September 30, 2020. This deadline date shall be extended (i) as may be necessary due to any delay(s) experienced beyond the reasonable control of Developer and/or its

contractor(s), and/or (ii) as may be otherwise agreed to in writing by the City, with the approval of the City of Burlington Common Council, and WEDC.

F. With respect to any failure of the Developer (and/or its contractor(s) to comply with the provisions of this Agreement, the Developer shall be in default under this Agreement if (i) the City gives to the Developer written notice of such failure of compliance, and (ii) the Developer fails to then cure such failure of compliance within Thirty (30) Days after the date such written notice is actually received by the Developer. Except for failures of compliance involving the payment of money by the Developer, in the event the failure of compliance is of such a nature that it cannot be reasonably cured within the said 30-day time period, then the Developer shall only be in default if (i) Developer fails to commence a good-faith effort to cure the said failure of compliance within the said 30-day time period, and then (ii) in good faith continues to diligently proceed with the effort to cure the failure of compliance until full compliance is attained. Upon a default by the Developer under this Agreement, and in addition to any other remedies available to the City under the law, Developer shall, upon the request of the City, immediately return to the City all grant monies paid to the Developer by the City under this Agreement.

G. The Sullivans, jointly and severally, shall, and hereby do, AGREE TO INDEMNIFY AND HOLD HARMLESS the City and its officials, officers, employees, consultants, contractors, and/or agents from and against any and all claims, actions, judgments, damages, costs, and expenses (including, but not limited to, reasonable actual attorney fees), and/or any other liability of any nature whatsoever, that may arise, directly

or indirectly, as a result of (i) the City being a party to this Agreement, and/or (ii) Developer and/or its contractor(s) failing to comply with the provisions of this Agreement.

H. During work on the Project, Developer shall submit to the City written invoices pertaining to the Project costs paid by Developer and for which Developer is eligible for reimbursement under this Agreement with the CDI Grant funds described herein. Along with such invoices, Developer shall also contemporaneously submit to the City, as supporting documents, (i) lien waivers from the contractor(s) for the work in question, and (ii) such other information and/or documents requested by the City and/or the RCEDC and/or the WEDC. The WEDC documents establishing the terms and provisions of the CDI Grant program, that is the subject of this Agreement, are hereby incorporated herein by reference.

I. Developer may submit to the City its written invoices for reimbursement, as described in above Subparagraph H, upon substantial completion of the Project, or on an interim basis, up to three (3) times, during the work on the Project, for the portion of the work completed.

J. Developer shall, at its own cost and expense, prepare and deliver to the City (and/or to the RCEDC and/or the WEDC) such reports, documents, and information that the City and/or RCEDC and/or WEDC may from time to time request of the Developer regarding the Project and/or the CDI Grant monies described in this Agreement. This shall include, but not be limited to, the audit(s) required of WEDC for this Project.

K. In the event the City is required, under the CDI Grant program, to refund and return to the WEDC any part or all of the CDI Grant funds paid by the City to

Developer under this Agreement, then Developer shall immediately return and pay to the City the said Grant funds in question.

3. Duties of the City.

A. The City shall cooperate with the Developer by reviewing and processing, in the due course of the City's ordinances, policies, and procedures, the Developer's submissions and applications to the City regarding the Project.

B. With respect to the request(s) of the Developer for reimbursement monies for eligible Project costs under the terms of this Agreement, the City shall comply with the rules and regulations of WEDC regarding the same, and shall process the Developer's reimbursement requests in due course with the City's policies and procedures for the review and approval of the same.

C. The City shall not retain, or use for its own purposes, any of the CDI Grant funds that the City receives from the WEDC. All such CDI Grant funds, to the extent received by the City from the WEDC, shall be transferred and paid to Developer, all in accordance with the terms of this Agreement and/or the WEDC CDI Grant program.

D. Under the terms and provisions of this Agreement, the City shall not be required to pay to the Developer any of the City's own monies or funds for the Project, and/or for any other reason or purpose.

4. No Partnership Created. This Agreement does not create any type of partnership, joint venture, or any other business relationship between the City and Developer regarding the Project. The Developer is solely responsible, at the Developer's own cost and expense, to undertake and complete the Project, and to comply with the terms and provisions of this Agreement and/or the CDI Grant program described herein.

5. Conflict of Interest. No official, officer, or employee of the City during his/her tenure, or for one (1) year thereafter, will have and/or shall have any direct or indirect personal interest in this Agreement or any proceeds thereof.

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

7. Written Notices. Any written notice required under this Agreement shall be sent to the following individuals:

FOR THE DEVELOPER: Mr. Timothy L. Sullivan
424 North Pine Street
Burlington, Wisconsin 53105

Telephone: (541)250-2851
e-mail: beersully@gmail.com

Mr. Robert Sullivan and
Mrs. Patricia Sullivan
425 Summit Avenue
Burlington, Wisconsin 53105

Telephone: (262)763-5882
e-mail: bsullivan1@wi.rr.com

FOR THE CITY: City Administrator
City of Burlington City Hall
300 North Pine Street
Burlington, Wisconsin 53105

Telephone: (262)342-1161
e-mail: cwalters@burlington-wi.gov

A written notice shall be deemed given to a party to this Agreement:

- a) On the date of personal delivery to the City Administrator and/or to one or more of the Sullivans; or
- b) On the next business day (Monday-Friday) following the date of the deposit of a written notice in the U.S. Mail by Certified Mail, with postage prepaid thereon; or
- c) On the date of a transmission of a written notice by e-mail to the e-mail addresses noted above (or as later updated by the parties). Any such e-mail sent after 4:00 p.m. CST on a Monday through Thursday shall be deemed sent the next day, and any e-mail sent after 4:00 p.m. CST on a Friday shall be deemed sent the following Monday.
- d) Any dates that are state and/or federal holidays shall be excluded from the calculations contained in above Subsections (b) and (c).
- e) The delivery of a notice by U.S. Mail and/or by e-mail, under the foregoing Subsections 7(b) and 7(c), shall be sent to both (i) Robert/Patricia Sullivan, and (ii) Tim Sullivan.

8. Execution of the Agreement. This Agreement may be executed in counterpart, and may be delivered (in addition to personal delivery or by U.S. Mail) by e-mail transmission.

9. Personal Guarantee. The undersigned Sullivans, all jointly and severally, as an inducement to the City to enter into this Agreement, and in consideration of the City doing so, hereby personally guarantee the full and complete performance by Developer of all of the duties and obligations imposed upon Developer under this Agreement. This shall expressly include, but not be limited to, the duty of Developer to return to the City (and/or WEDC and/or RCEDC) all of the CDI Grant monies paid to Developer by the City, if such return is required under the terms of this Agreement and/or the WEDC CDI Grant program.

IN WITNESS WHEREOF, the above-named parties, along with Personal Guarantors the Sullivans, have executed this Agreement as of the day and year first above written.

DEVELOPER:
Low Daily LLC

CITY:
City of Burlington, Wisconsin

By: _____
Timothy L. Sullivan
Member

By: _____
Jeannie Hefty
Mayor

By: _____
Robert Sullivan
Member

Attest: _____
Diahn Halbach
City Clerk

By: _____
Patricia Sullivan
Member

PERSONAL GUARANTORS:

Timothy L. Sullivan

Robert Sullivan

Patricia Sullivan



DATE: January 21, 2020

SUBJECT: RESOLUTION 4984(37) - To approve a three-year engagement letter with Sitzberger CPA's in the not-to-exceed amounts for year-end audits in 2019 of \$30,000, 2020 of \$30,900, and 2021 of \$31,830.

SUBMITTED BY: Steven DeQuaker, Finance Director

BACKGROUND/HISTORY:

In November 2019, the Finance department sent Request for Proposal letters out to 9 audit firms for a three-year audit engagement beginning with the 2019 audit and ending with the 2021 audit. The League of Wisconsin Municipalities also posted the RFP to their website for additional advertisement. RFP's were due to the City Administrator by December 10, 2019.

Of the nine letters sent and advertisement on the League's website, 5 returned quotes, 1 chose not to quote and 4 did not respond. The following lists the firms with their quotes/responses:

AUDIT FIRM	RESPOND / NO	2 YR AVG COST
Ernst & Young	No response	
Pricewaterhouse Coppers LTD	No Response	
Deloitte LLP	No Response	
Wegner CPA's	No Response	
Baker Tilly Virchou Krause	Choose not to respond	
Clifton Larsen Allen	\$157,290 three years	\$52,430 Average
Hawkins Ash	\$123,640 three years	\$41,213 Average
Johnson Block CPA's	\$108,800 three years	\$36,267 Average
Sitzberger, CPA's	\$92,730 three years	\$30,910 Average
KerberRose	\$83,325 three years	\$27,775 Average

The City Administrator and Finance Director interviewed the three companies above with the lowest quotes. Johnson Block is located in Middleton, Sizberger is located in Lake Geneva and Brookfield, KerberRose is in Shawano and the Appleton area. The average annual fees are scaled with a lower amount the first year and increasing amounts in each subsequent year.

Staff felt the auditors interviewed were technically capable of performing the audit. There was staff concern over distance, especially with KerberRose and their location in Shawano/Appleton, but we were assured this would not be an issue. The same assurance was received from the Middleton firm. Sitzberger operates the City Audit out of the Lake Geneva office.

Both Johnson Block and KerberRose would have more field work and they would need to create the account from scratch never having completed an audit here before. All three firms included all required work according to Generally Accepted Accounting Practices (GAAP), required reporting, Form C and PSC form filing and Audit presentation to Council mid-year. They also included the asset database creation work. Sitzberger has the advantage of having completed this in 2017 as they have performed the audit over the last 2 years.

Sitzberger was questioned on their price reduction as the 2018 cost for the audit from Sitzberger was \$36,000. Their

response was they desired to keep the Account and maintain the relationship. They were also asked if they would be willing to look at their price as they were not the lowest quote. They responded that they felt they were competitive with the quote given and had reduced the price by 20% in an effort to retain the City account.

This is an RFP for services, not projects or equipment. The lowest bidder is not necessarily the only choice. In this case staff felt strongly to retain Sitzberger as the Audit firm for the next three years due to the working relationship established, additional training opportunities for the Finance staff in reducing year-end journal entries, 20% reduction in annual expense for 2019 and the close proximity to the City.

Brian Snyder with Sitzberger is here to answer any questions you may have.

BUDGET/FISCAL IMPACT:

The annual Audit cost for 2019 is 20% less than in 2018, with subsequent years increasing by 3%. At the end of the term, the City can continue with the current auditor or re-issue an RFP.

RECOMMENDATION:

Staff recommends approval of the engagement letter with Sitzberger, CPA's for the 2019, 2020 and 2021 Annual audits.

TIMING/IMPLEMENTATION:

This item is for discussion at the January 21, 2020 Committee of the Whole meeting. Due to the timeliness in getting the audit started for year end 2019, is scheduled for final consideration the same night at the Common Council meeting.

Attachments

Res 4984(37) Sitzberger CPA Agreement
2019-2021 Sitzberger Letter of Engagement

**A RESOLUTION APPROVING A THREE-YEAR ENGAGEMENT
LETTER WITH SITZBERGER CPAs IN THE NOT-TO-EXCEED AMOUNTS
FOR YEAR-END AUDITS IN
2019 of \$30,000; 2020 of \$30,900; 2021 of \$31,830**

WHEREAS, the City of Burlington is required by law to participate in an annual audit of its accounts; and,

WHEREAS, The City of Burlington has obtained Request-For-Proposal for Audit Services for calendar years ending in 2019, 2020 and 2021; and,

WHEREAS, The City of Burlington staff is recommending Sitzberger, CPA's proposal due to familiarity with the City's accounts and reduced pricing; and,

WHEREAS, Sitzberger, CPAs have previously performed auditing services for the City of Burlington with the 2017 and 2018 Audits; and

WHEREAS, Sitzberger CPAs and Business Advisors is a licensed and fully qualified Certified Public Accountant in the State of Wisconsin; and,

WHEREAS, Sitzberger, CPAs has quoted the City of Burlington through the RFP process not-to-exceed amounts for calendar years ending as follows: 2019: \$30,000; 2020: \$30,900, and 2021: \$31,830; and,

WHEREAS, Statutes of the State of Wisconsin and Generally Accepted Account Practices now require additional pension liability information to be included as part of the annual audit,

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Burlington, Racine County and Walworth County, State of Wisconsin approves acceptance of auditing services from Sitzberger, CPAs and Advisors for the audit of the City's fiscal year 2019, 2020 and 2021 accounts as outlined in the attached January 3, 2020 Letter of Engagement.

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

Introduced: January 21, 2020

Adopted: January 21, 2020

Jeannie Hefty, Mayor

Attest:

Diahnn Halbach, City Clerk



CPAs and Business Advisors

www.sitzbergercpas.com

January 3, 2020

The City Council and Administration
City of Burlington
300 N. Pine Street
Burlington, WI 53105

Dear City Council and Administration:

We are pleased to confirm our understanding of the services we are to provide the City of Burlington for the years ended December 31, 2019, 2020, and 2021 respectively. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the City of Burlington as of and for the years ended December 31, 2019, 2020, and 2021. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City of Burlington's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City of Burlington's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Schedule of Proportionate Share of the Net Pension Liability (Asset) - Wisconsin Retirement System
2. Schedule of Contributions - Wisconsin Retirement System
3. Schedule of Proportionate Share of the Net OPEB Liability - Local Retiree Life Insurance Fund

We have also been engaged to report on supplementary information other than RSI that accompanies the City of Burlington's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

1. Combining Balance Sheet – Non-Major Governmental Funds
2. Combining Statement of Revenues, Expenditures and Changes in Fund Balances – Non-Major Governmental Funds
3. General Fund – Schedule of Revenues – Budget and Actual
4. General Fund – Schedule of Expenditures – Budget and Actual
5. Long-term Debt Schedules

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements taken as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of the accounting records and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of City of Burlington's financial statements. Our report will be addressed to The City Council of the City of Burlington. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or may withdraw from this engagement.

Audit Procedures – General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the City or to acts by management or employees acting on behalf of the City.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements.

However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements and related matters.

Audit Procedures – Internal Control

Our audit will include obtaining an understanding of the City and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. And audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City of Burlington’s compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Other Services

As part of our engagement, we will prepare the annual financial reports to the Wisconsin Department of Revenue and the Public Service Commission of Wisconsin. We will also prepare the financial statements of the City of Burlington in conformity with U.S. generally accepted accounting principles based on information provided by you. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for designing, implementing, establishing and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with U.S. generally accepted accounting principles.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information.

You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent, and detect fraud, and for informing us about all known or suspected fraud affecting the City involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the City received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the City complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information, in which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

You agree to assume all management responsibilities for financial statement preparation services and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Sitzberger & Company, S.C. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to authorized representatives of the cognizant federal and state agencies. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Sitzberger & Company, S.C.'s personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties or their designee may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

We expect to carry out our audit timeline as detailed within our Request for Proposal. Brian Snyder, CPA is the engagement manager and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fees for these services will be in accordance with those presented with our Request for Proposal dated December 9, 2019. The total annual audit fees for the years ended December 31, 2019, 2020, and 2021 will not exceed \$30,000, \$30,900, and \$31,830 for the years ended, respectively. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 45 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Alternative Dispute Resolution

If a dispute arises out of or relates to this Agreement including the scope of services contained herein, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try to settle the dispute by mediation administered by the American Arbitration Association ("AAA") under the AAA Professional Accounting and Related Services Dispute Resolution Rules before resorting to arbitration, litigation, or some other dispute resolution procedure. The mediator will be selected by agreement of the parties. If the parties cannot agree on a mediator, a mediator shall be designated by the AAA. Any mediator so designated must be acceptable to all parties. The mediation will be conducted in the State of Wisconsin.

The mediation will be treated as a settlement discussion, and therefore, is confidential. The mediator may not testify for either party in any later proceeding related to the dispute. No recording or transcript shall be made of the mediation proceedings. The costs of any mediation proceedings shall be shared equally by all parties. Any costs for legal representation is the responsibility of the hiring party.

Period of Limitations

You agree that any claim, lawsuit, arbitration or other similar proceeding you may file or make arising out of this Agreement or any of the work or services that are the subject of this Agreement shall be commenced and filed no later than one (1) year after the earlier of delivery of the work product to you or termination of this Agreement by either party, regardless of any longer period of time for filing or commencing such lawsuit, claim, arbitration or other similar proceeding that may be provided by statute or law.

City of Burlington
January 3, 2020

Designation of Venue and Jurisdiction

You and we agree that any claim or lawsuit arising out of or related to this Agreement or the work or services that are the subject of this Agreement , whether based on tort, contract, statute or other legal theory or cause of action, shall be filed either in the Circuit Court for Waukesha County, Wisconsin or the federal district court in Milwaukee, Wisconsin and that Wisconsin law shall govern any and all such claims or lawsuit, and that Wisconsin law shall be applied without reference to conflicts of law rules.

Limitation of Liability

You agree that in connection with any claim or cause of action you may assert or file relating to or arising in whole or in part out of this Agreement (or any of the work or services that are the subject of this Agreement), Sitzberger & Company, S.C. shall not be liable to you for any amount in excess of two times the amount of fees paid by you under this Agreement, regardless of the nature of the claim or claims that are or were asserted. In addition, in no event shall Sitzberger & Company, S.C. be liable for any punitive or exemplary damages relating to this Agreement or any of the work or services that are the subject of this Agreement.

If any portion of this Agreement is held to be void, invalid or otherwise unenforceable in whole or in part, such portion of the Agreement shall be amended to the minimum extent required to make the provision enforceable and the remaining portions of this Agreement shall remain in full force and effect.

This Agreement sets forth the entire agreement between the parties with respect to the subject matter herein, superseding all prior agreements, negotiations or understandings, whether oral or written, with respect to such subject matter. This Agreement may not be changed, modified or waived in whole or in part except by an instrument in writing signed by both parties.

We appreciate the opportunity to be of service to the City of Burlington and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us. We look forward to the opportunity to serve you.

Very truly yours,

Sitzberger & Company, S.C.

Sitzberger & Company, S.C.
Lake Geneva, Wisconsin

ACKNOWLEDGMENT:

This letter correctly sets forth the understanding of the City of Burlington.

By: _____

Title: _____ Date: _____



DATE: January 21, 2020

SUBJECT: **RESOLUTION 4985(38)** - To authorize the Construction of Bicycle and Pedestrian Facilities as Part of the Reconstruction of Maryland Avenue.

SUBMITTED BY: Peter Riggs, Director of Public Works

BACKGROUND/HISTORY:

The City of Burlington applied for funding for the Maryland Avenue reconstruction project as part of the Wisconsin Department of Transportation's (WisDOT) Local Road Improvement Program (LRIP) Municipal Streets Improvement Discretionary (MSID). The applicant pool for this program comprises one project per County. The Maryland Avenue reconstruction project was selected by Racine County as the project for this round of funding. The Maryland Avenue project is planned for design in 2020 and construction in 2021. The project will include reconstruction of the roadway, new sidewalk and bike trail. The grant application requires an authorizing resolution from each governing body if new bike trails are included as part of the project.

We have sought Multimodal Local Supplement (MLS) grant funding for this project as well. The MLS program provides a higher level of funding but is significantly more competitive. WisDOT staff has indicated that MLS awards should be announced prior to LRIP MSID awards. This would allow a community to select the better of two funding options if they applied for both programs.

BUDGET/FISCAL IMPACT:

The LRIP MSID program can provide up to 50% reimbursement for this project. Our application estimated eligible project costs at \$1,843,372 million, for a total maximum grant award \$921,686.

Water main replacement expenses are not eligible expenses for the grant. Those expenses would continue to be funded by the utility.

RECOMMENDATION:

Staff recommends approval of resolution to complete the LRIP MSID grant application for Maryland Avenue Reconstruction.

TIMING/IMPLEMENTATION:

This item is for discussion at the January 21, 2020 Committee of the Whole meeting, and is scheduled for final consideration the same night at the Common Council meeting.

Attachments

Res 4985(38) Bike_Ped Path

**A RESOLUTION AUTHORIZING THE CONSTRUCTION OF BICYCLE AND
PEDESTRIAN FACILITIES AS PART OF THE RECONSTRUCTION OF MARYLAND
AVENUE FROM MILWAUKEE AVENUE TO CONGRESS STREET**

WHEREAS, the City of Burlington, Racine County, is interested in acquiring a Local Road Improvement Program (LRIP) Municipal Street Improvement Discretionary (MSID) grant from Wisconsin Department of Transportation for the purposes of reconstructing Maryland Avenue from Milwaukee Avenue to Congress Street; and,

WHEREAS, the City of Burlington Common Council desires to include new bicycle and pedestrian facilities as part of the reconstruction of Maryland Avenue; and,

WHEREAS, pursuant to s.84.01(35), Wis Stats the City of Burlington Common Council must adopt an official resolution authorizing the establishment of those facilities as part of the improvement project; and,

WHEREAS, the City of Burlington is the only municipality in which the project will occur; and,

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Burlington does officially authorize the construction of bicycle and pedestrian facilities as part of the Maryland Avenue reconstruction project with a Local Road Improvement Program (LRIP) Municipal Street Improvement Discretionary (MSID) grant from the Wisconsin Department of Transportation.

Introduced: January 21, 2020
Adopted: January 21, 2020

Jeannie Hefty, Mayor

Attest:

Diahn Halbach, City Clerk