



AGENDA
COMMITTEE OF THE WHOLE

Tuesday, January 21, 2020

6:30 p.m.

Common Council Chambers, 224 East Jefferson Street

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

Student Representatives:

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

1. **Call to Order - Roll Call**
2. **Citizen Comments**
3. **Approval of Minutes** (*T. Meyer*)
 - A. To approve the January 7, 2020 Committee of the Whole Meeting Minutes.
4. **DISCUSSION:**
 - A. A discussion regarding the Burlington Senior Center 2020 Budget Update.
5. **RESOLUTIONS:**
 - A. **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.
 - B. **Resolution 4985(38)** - To authorize the Construction of Bicycle and Pedestrian Facilities as Part of the Reconstruction of Maryland Avenue.
 - C. **Resolution 4986(39)** - To approve Task Order Number 110 for Engineering Services for the 2020 Street Improvement Program.

- D. **Resolution 4987(40)** - To approve a Revolving Loan Fund Grant and Loan to The Runaway Micropub and Nano Brewery, LLC in the not-to-exceed amount of \$65,000.
 - E. **Resolution 4988(41)** - To approve the Purchase of Four (4) DPW Trucks from Ewald Automotive Group for \$129,065.
 - F. **Resolution 4989(42)** - To approve the integration of the Phosphorus Analyzer into the Supervisory Control and Data Acquisition (SCADA) system at the Wastewater Treatment Plant.
6. **ORDINANCES:**
- A. **Ordinance 2055(21)** - To consider approval of a Rezone Map Amendment request at 257 Kendall Street from I-1 Institutional District to B-3, Professional Office District.
7. **MOTIONS:**
- A. **Motion 20-954** - To approve the 2020 Lease Agreement between the City of Burlington and the Burlington Senior Center, Inc.
8. **ADJOURNMENT** (*R. Heft*)

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



COMMITTEE OF THE WHOLE

ITEM NUMBER 3A

DATE: January 21, 2020

SUBJECT: MEETING MINUTES - To approve the January 7, 2020 Committee of the Whole Meeting Minutes.

SUBMITTED BY: Diahnn Halbach, City Clerk

BACKGROUND/HISTORY:

The attached minutes are from the January 7, 2020 Committee of the Whole meeting.

BUDGET/FISCAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval of the attached minutes from the January 7, 2020 Committee of the Whole meeting.

TIMING/IMPLEMENTATION:

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

Attachments

COW Minutes



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

CITY OF BURLINGTON
Committee of the Whole Minutes
Jeannie Hefty, Mayor
Diahnn Halbach, City Clerk
Tuesday, January 7, 2020

1. Prior to the Call to Order, Mayor Hefty presented a Proclamation in Memoriam of Bob Petersen to his wife, Karen Petersen, for his years of service to both the City and the Community.

Call to Order - Roll Call

Mayor Jeannie Hefty called the Committee of the Whole meeting to order at 6:31 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. **Citizen Comments** - None
3. **Approval of Minutes** - To approve the December 17, 2019 Committee of the Whole Meeting Minutes.
Motion: Alderman Heft. Second: Alderman Kott. With all in favor, the motion carried.

4. **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.

Chief Babe introduced the resolution and explained that the grant will make it possible to properly protect our firefighters from harmful exhaust emissions, particulate matter and the deadly carcinogenic material that comes from diesel exhaust. Babe further stated that the acquisition of a direct capture system will allow the fire department to comply with the recommended removal of the toxic exhaust gasses, particulate matter and carcinogens as outlined in the National Fire Protection Agency (NFPA).

Alderman Rauch asked if the exhaust system was for all three bays. Babe responded that the exhaust system is for all five bays.

- 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.

Chief Babe presented the resolution and stated that the fire department was awarded the AFG grant from FEMA, with a 5% match, for the Plymovent Direct Capture Exhaust System and that Hastens Air Energy Control, Inc. is the Wisconsin distributor for Plymovent and is the only approved provider in the state.

Alderman Rauch inquired about the 3% discount for prepayment with order, or net 30 from date of start up terms, and asked if we were considering this option. Chief responded that it was not directed to him that was necessary, but if it is then it can be worked out through either the equipment replacement fund or the current operating budget.

Alderman Grandi inquired about the different warranty information, stating that on page 33 it states a five-year parts and labor warranty and then on page 35 it states that the warranty is per manufacturer specifications and wanted to know what the warranty actually covers. Chief responded that he didn't have the information in front of him and would have to investigate. Alderman Grandi explained his concern regarding the lifetime of the equipment and thought it might benefit to do something now rather than later and to see what warranty options are available. Chief responded that other fire departments that use this system have experienced a 15-20 year life of the equipment.

- C. **Resolution 4980(33)** - To approve Amendment Number One to the Development Agreement for the Glen at Stonegate Subdivision Addition No. II.

Attorney Bjelajac presented the resolution and stated that this resolution coincides with the next resolution regarding the Letter of Credit. Bjelajac stated that in reviewing the Letter of Credit (LOC) it was discovered that the development agreement did not contain language regarding the completion of the final lift of asphalt surface and that this amendment adds the necessary language. Bjelajac also stated that the requested LOC has been reviewed by staff and is agreed for approval.

Alderman Schultz asked when is the final lift completed. Bjelajac responded that he believes it's up to the developer and/or the municipality and that the City wants a final lift installation soon enough that the City is comfortable with 50% monies to repair binder.

Alderman Rauch asked out of the thirty lots how many permits have been issued. Building Inspector Gregory Guidry responded that three permits have been issued.

- D. **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.

Mayor Hefty asked Attorney Bjelajac if he feels this resolution was covered during the discussion of the previous resolution. Bjelajac responded that he wanted to reiterate that the developer is requesting a reduction from \$428,624.55 to \$178,182.15; however, after the City Engineer's review, with the amount of remaining work and the cost to complete, they recommend the LOC be reduced \$114,86.45 from \$428,624.55 to \$313,761.40. This amount also includes a 15% contingency requirement per the developer agreement.

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

Administrator Walters introduced the resolution and explained that in order to submit an application to the WEDC for the CDI grant, the Common Council must approve a resolution authorizing the

submittal. Walters stated that this property is the former Standard Press building and that there is no financial obligation from the City.

Laura Million then provided an overview of the project stating that the business plan was well-received and anticipates the process for this project to be successful as was for the Mercantile and The CoffeeHouse. Million then introduced Tim Sullivan to provide further information on this project and answer questions.

Alderman Rauch asked Sullivan if he would be applying for a liquor license. Sullivan responded that he would not need a full liquor license but would be applying for a beer, wine, and cider license.

Alderman Meyer asked how many employees would be needed. Sullivan responded there would be three full time jobs to start, and that he and his wife will also be taking on the majority of hours. Sullivan said they will look to fill additional positions in the following year depending on revenue.

Alderman Kott asked how Sullivan came up with the name Low Daily. Sullivan explained that while he was in San Diego, he and a friend were hanging out on a rooftop drinking a beer that he had produced, and looking out across the street was an old hotel that had a sign painted on the side that read "Low Daily and Weekly Rates" and as soon as he saw the sign, he knew "Low Daily" would be the name of his brewery.

Alderman Schultz stated that the timeline for completion is aggressive and asked where they are in the city approval process. Walters responded that there have been many staff level discussions and meetings during the planning process and that the majority of work is interior, with minor exterior work, which should be approved at an upcoming HPC meeting. Walters added that they will continue to bring forward to Council as necessary.

Alderman Rauch asked if the business would be ADA compliant. Sullivan responded yes and that it is part of the construction requirements.

Alderman Bauman asked what the business entailed. Sullivan responded that there would be both a brew room and a tap room with a seating capacity of 250. Bauman then asked about parking issues and requirements. Walters responded that additional parking is a part of the long term strategic plan. Guidry added that the building is non-conforming and does not have the same parking requirements as other businesses.

- F. **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).

Discussion regarding this resolution was included in the previous resolution. There were no additional questions.

5. **ORDINANCES:** None.

6. **MOTIONS:**

- A. **Motion 20-952** - To consider approving a Certificate of Appropriateness for property located at 109 E. Chestnut Street.

Guidry provided an overview of this project stating that Bernard Petersen, owner of the property located at 109 E. Chestnut Street, has requested a COA to update the existing facade with new signage and would also like to create an outdoor seating area in the rear of the building. Guidry stated that the HPC unanimously approved the COA and recommends Council approval as well. There were no questions.

- B. **Motion 20-953** - To consider approval of a Certificate of Appropriateness for property located at 473 Milwaukee Avenue.

Guidry provided an overview of this project and stated that in July 2019, the HPC asked the applicant to come back with a different rendering of the rail style to better depict the historic district. The owner changed the rails from horizontal to vertical. The HPC approved this updated design at the December 19, 2019 meeting.

Alderman Grandi asked if LifeBridge owns this building. Guidry wasn't sure but thought they did. Alderman Kott said they didn't. There was no further discussion.

7. **ADJOURNMENT**

Motion: Alderman Rauch. Second: Alderman Grandi. With all in favor, the motion carried and the meeting was adjourned at 7:03 p.m.

Minutes respectfully submitted by:

Diahnn C. Halbach
City Clerk
City of Burlington



COMMITTEE OF THE WHOLE

ITEM NUMBER 4A

DATE: January 21, 2020

SUBJECT: DISCUSSION - A discussion regarding the Burlington Senior Center 2020 Budget Update.

SUBMITTED BY: Carina Walters, City Administrator

BACKGROUND/HISTORY:

Susan Crane, Manager of the Burlington Senior Center, is here this evening to present the 2019 Year in Review and the 2020 Budget.

BUDGET/FISCAL IMPACT:

n/a

RECOMMENDATION:

n/a

TIMING/IMPLEMENTATION:

This item is for discussion at this evening's Committee of the Whole meeting.

Attachments

2020 Senior Center Budget

Burlington Senior Center 2020 Budget

Income	Budget 2019	Actual 2019	Income	Budget 2020
Town of Burlington	\$ 1,000.00	\$ -	ADRC Rental	\$ 600.00
United Way - Racine	\$ 2,000.00	\$ 1,173.78	Attendance	\$ 4,500.00
United Way - Mil.	\$ 500.00		Choc. Fest Parking	\$ 1,400.00
Richter Reciepts	\$ 500.00	\$ 266.19	Crafts	\$ 100.00
Donations	\$ 1,500.00	\$ 8,885.46	Donations	\$ 8,000.00
Newsletter	\$ 3,000.00	\$ -	Events	\$ 2,000.00
Interest	\$ 15.00		Grants	\$ 1,000.00
Hall Rental	\$ 5,000.00	\$ 2,440.00	Hall Rental	\$ 2,500.00
ADRC Reimbursement	\$ 600.00	\$ 549.00	Interest	\$ 20.00
Events/Trips	\$ 4,500.00	\$ 1,373.18	Newsletter	\$ 250.00
Chocolate Fest Parking	\$ 1,500.00	\$ 1,336.00	Sponsorship	\$ 1,000.00
Francis Meadows	\$ 120.00	\$ -	Trips	\$ 1,000.00
Added Catagories below			United Way	\$ 1,200.00
Crafts		\$ 12.79		\$ 22,970.00
Attendance		\$ 3,102.37		
Events		\$ 1,373.18		
Sponsorship		\$ 63.48		
Total	\$ 20,235.00	\$ 20,575.43		
Expenses	Budget 2019	Actual 2019	Expenses	Budget 2020
Salary	\$ 12,000.00	\$ 9,272.54	Advertising	\$ 1,900.00
Bonus	\$ 200.00	\$ -	Building Expenses	\$ 700.00
Gas & Electric	\$ 3,000.00	\$ 3,482.19	Capital Purchases	\$ 500.00
Spectrum	\$ 1,529.52	\$ 1,005.97	Chamber	\$ 250.00
Culligan	\$ 345.60	\$ 337.20	Food & Dining	\$ 500.00
Legal Fees	\$ 10.00	\$ 324.95	Misc Expense	\$ 500.00
Check Order	\$ 400.00		Newsletter	\$ 3,000.00
Inspection	\$ 125.00		Office Expenses	\$ 1,000.00
Equipment & Supplies	\$ 150.00		Prof. & Legal Fees	\$ 325.00
Copier Supplies	\$ 150.00		Salary	\$ 13,000.00
Maintenance	\$ 1,000.00		Utilities	\$ 5,200.00
Building Expenses	\$ 3,500.00	\$ 791.34	World Wednesday	\$ 500.00
Advertising & Signs	\$ 3,000.00	\$ 2,453.60		\$ 27,375.00
Website	\$ 400.00			
Chamber	\$ 185.00			
Events/Trips	\$ 6,000.00			
Petty Cash	\$ 100.00			
Newsletter	\$ 4,000.00	\$ 3,086.59		
Newsletter Postage	\$ 650.00			
Center Postage	\$ 200.00			
Added Catagories below				
World Wednesday		\$ 244.60		
Food & Dining		\$ 138.48		
Misc Expense		\$ 457.68		
Office Expenses		\$ 886.93		
Capital Purchases		\$ 5,440.25		
Total	\$ 36,945.12	\$ 27,922.32		



COMMITTEE OF THE WHOLE

ITEM NUMBER 5A

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:

Diahn 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: _____



COMMITTEE OF THE WHOLE

ITEM NUMBER 5B

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



COMMITTEE OF THE WHOLE**ITEM NUMBER 5C**

DATE: January 21, 2020

SUBJECT: **RESOLUTION 4986(39)** - To approve Task Order Number 110 for Engineering Services for the 2020 Street Improvement Program.

SUBMITTED BY: Peter Riggs, Director of Public Works

BACKGROUND/HISTORY:

Task Order Number 110 from Kapur Associates provides civil engineering services for the complete design and specification preparation, bidding and construction management for the City of Burlington 2020 Street Improvement Program. This project includes the asphalt resurfacing of Austin Court, Beth Court, Smith Street (Briody to Thorngate), Amanda Street (Park to Lewis), and Briody Street (Lewis to Smith St). This project also includes 350' of 4" watermain replacement near Amanda Street from Tower to Briody. Sidewalk repairs, curb & gutter repairs, asphalt patches and additional utility improvements will be coordinated within the roadway improvement limits.

In addition to the above paving work the proposed task order also includes: survey and design for accessible ramps throughout the various project limits to meet federal requirements for handicap accessibility, storm sewer investigation on all streets with repairs being completed as necessary, annual sidewalk repair program, and various pavement repairs and patching on Milwaukee Street, Pine Street and McHenry Streets.

Later in 2020 a task order for design services related to the 2021 reconstruction of Maryland Avenue will be submitted for Council approval. As discussed in the budget study sessions, it is the goal of the Department of Public Works to complete design of the Street Improvement Program in the year prior to construction. This will allow for more accurate information to be collected and will improve our ability to plan for borrowing and budgeting. It will also allow for more time to gather stakeholder input, apply for grants, and bid at the time that is determined to be most advantageous. We are awaiting the results of several grant applications before bringing this task order forward.

BUDGET/FISCAL IMPACT:

Task Order Number 110 is for the not to exceed amount of \$97,000 and was accounted for in the cost estimate for the 2020 Street Improvement Program in the 2020 Budget.

RECOMMENDATION:

Staff recommends approval of Task Order Number 110 for engineering services for the 2020 Street Improvement Program.

TIMING/IMPLEMENTATION:

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

Attachments

Res 4986(39) TO #110 2020 Street Program
Task Order 110

A RESOLUTION APPROVING TASK ORDER NUMBER 110 WITH KAPUR AND ASSOCIATES, INC. FOR THE CITY OF BURLINGTON 2020 STREET IMPROVEMENT PROGRAM FOR THE NOT-TO-EXCEED AMOUNT OF \$97,000

WHEREAS, the City of Burlington has entered into a master agreement for engineering services with Kapur and Associates, Inc.; and,

WHEREAS, the City has requested assistance with: the civil engineering services for the complete design and specification preparation, bidding and construction management for the City of Burlington 2020 Street Improvement Program. This project includes the asphalt resurfacing of Austin Court, Beth Court, Smith Street (Briody to Thorngate), Amanda Street (Park to Lewis), and Briody Street (Lewis to Smith St). This project also includes 350' of 4" watermain replacement near Amanda Street from Tower to Briody. Sidewalk repairs, curb & gutter repairs, asphalt patches and additional utility improvements will be coordinated within the roadway improvement limits.

In addition, survey and design for accessible ramps throughout the various project limits to meet Federal Requirements for handicap accessibility, storm sewer investigation will be completed on all streets with repairs being completed as necessary, the annual sidewalk repair program will be coordinated with the roadway improvement project, various pavement repairs and patching on Milwaukee Avenue, Pine Street and McHenry Street.

This has resulted in a task order, a copy of which is attached hereto and made a part thereof; and,

WHEREAS, said task order is for the not-to-exceed amount of \$97,000 and has been recommended for approval by the Director of Public Works.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Burlington Task Order Number 110 is hereby approved for the not-to-exceed amount of \$97,000.

BE IT FURTHER RESOLVED that the City Administrator is hereby authorized and directed to execute Task Order Number 110 on behalf of the City.

Introduced: January 21, 2020
Adopted:

Jeannie Hefty, Mayor

Attest:

Diahnn Halbach, City Clerk

Memo to the City of Burlington

To: Peter Riggs, Director of Public Works **Date:** January 13, 2020
From: Greg Governatori
Subject: TASK Order #110 – 2020 City of Burlington Paving and Utility Program

TASK ORDER NUMBER #110 CIVIL ENGINEERING SERVICES

This task order is made as of January 2020, under the terms and conditions established in the MASTER AGREEMENT FOR ENGINEERING SERVICES, (the Agreement), between the **City of Burlington (Owner)** and **Kapur (Engineer)**. This Task Order is made for the following purpose:

Provide civil engineering services for the complete design and specification preparation, bidding and construction management for the City of Burlington 2020 Burlington Paving and Utility Program. This project includes the asphalt resurfacing of Austin Court, Beth Court, Smith Street (Briody to Thorngate), Amanda Street (Park to Lewis), and Briody Street (Lewis to Smith St). This project also includes 350' of 4" watermain replacement near Amanda Street from Tower to Briody. Sidewalk repairs, curb & gutter repairs, asphalt patches and additional utility improvements will be coordinated within the roadway improvement limits.

In addition to the above paving work the proposed task order includes

- Survey and Design for accessible ramps throughout the various project limits to meet Federal Requirements for handicap accessibility.
- Storm sewer investigation will be completed on all streets with repairs being completed as necessary.
- The annual sidewalk repair program will be coordinated with the roadway improvement project.
- Various pavement repairs and patching on Milwaukee Street, Pine Street and McHenry Streets.

Section A. – Scope of Services

Engineer shall perform the following Services:

Plan Preparation Activities



1. Provide topographic survey and mapping, field reviews and plan preparation for the resurfacing of:
 - a. Austin Court
 - b. Beth Court
 - c. Smith Street (Thorngate Court to Briody Street)
 - d. Amanda Street (Park Avenue to Lewis Street)
 - e. Briody Street (Smith Street to Lewis Street)

Plans will include location and detail of pavement and base removals, new asphaltic paving, sidewalk repairs and curb and gutter replacement. Utility improvement plans will be prepared for approximately 350 feet of watermain, and storm sewer replacement as needed. As required by federal law accessible ramps will be review and replaced as needed to meet minimum standards for access.

2. Resurfacing plans will include location and detail of pavement and asphalt removals, new asphaltic paving, curb and gutter replacement, and specific engineering detail for accessible ramp replacements. Detailed survey will be collected for all accessible ramp replacements.
3. Provide construction plans for bidding purposes to represent the streets to be improved, limits of the resurfacing and type of resurfacing to be completed. Streets as listed above will be provided on the plans.
4. Provide an estimate of quantities and costs for all work to be completed as part of the 2020 Burlington Paving and Utility Program.
5. Provide utility coordination of all private utilities for all streets including utility location for survey of street improvements requiring grading or utility improvements/repairs.
6. Provide details as needed to complete work.
7. Prepare and provide Project Manuals for both the sidewalk program as well as the 2020 Paving and Utility program including but not limited to Advertisement for Bids, Instruction to Bidders, Bid Form, Bidder's Qualification Statement, Agreement, and General Conditions of Contract, Supplementary Conditions, and Special Provisions.
8. Prepare for and attend the bid opening
9. Review project bids, make recommendation for award, and coordinate notice of award, agreement, and notice to proceed documentation.





10. Attend meetings as required and provide update memos to the Department of Public Works.

Construction Management Activities

11. Provide administrative services to manage client coordination/invoicing, project schedules, contract change order documentation, establish project logs, formatting monthly contract quantity estimating and contractor invoicing and contract closeout documentation for base bid projects.
12. Provide construction survey staking for necessary items within the construction contract. This survey provides for a “one time” staking for a item. If the contractor damages any stakes, they shall be responsible for the cost to replace those damaged stakes.
13. Coordinate and complete necessary material testing services for work completed.
14. Process payment requests from the contractor for their work and prepare recommendation for payment for City approval. Complete final close out documentation and acceptance of improvements memorandum. **(This task is completed on a monthly basis and is completed for all work approved for the prior month.)**
15. The Engineer will be responsible for notifying, scheduling, conducting, documenting, and distributing minutes of the preconstruction conference.
16. Prepare and provide project update memorandum and provide copies of the daily journal entries to City staff upon request.
17. Attend meetings as needed and coordinate with adjacent property owners and business as needed.
18. Upon project completion, all utility data and as-built information will be transferred to the City GIS system for permanent records. In addition, as-builts, and AutoCAD information will be provided for City record.
19. It is anticipated the construction work under the 2020 City of Burlington – Paving and Utility Program will begin in early May 2020 and be completed by August 2020. This schedule has been provided for estimating purposes only. Engineer and staking construction services are estimated on the engineering and survey staff being on site as needed and completing project paperwork for a construction period of up to 10 weeks.



Section B. – Compensation

In return for the performance of the foregoing obligations, Owner shall pay to Engineer an amount not-to-exceed Ninety-Seven Thousand dollars (\$97,000.00). payable according to the following terms:

A not-to-exceed amount based on the rates as listed in Attachment A of the Agreement, plus direct expenses. Cost plus services are limited to an agreed maximum figure unless amended.

Engineer may request a change to the billing hours if scope changes, beyond the control of the Engineer, resulting in an extension of the schedule or necessitates a change in personnel.

Compensation for Additional Services (if any) shall be paid by Owner to Engineer according to the hourly billing rates shown in Attachment A of the Agreement.

IN WITNESS WHEREOF, the Owner and Engineer have executed the Task Order.

Owner: City of Burlington

Engineer: Kapur & Associates, Inc.

By: _____

By: Gregory L Governatori

Signature: _____

Signature:  _____

Title: _____

Title: Associate

Date: _____

Date: _____

Kapur Associates, Inc.
Summary of Staff Hours and Labor Costs
for the
City of Burlington

TASK ORDER 110

Burlington 2020 City Street Program- Attachment A

CLASSIFICATION	ACT. Code	Project Manager		Senior Project Engineer		Staff Engineer II		Senior Technician		Construction Engineer		GIS Technician		Surveyor		Survey Crew		Total Labor	
		Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars
Average Hourly Wage		\$149.00		\$118.00		\$85.00		\$85.00		\$102.00		\$84.00		\$102.00		\$105.00			
TASK DESCRIPTION		Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars
Resurfacing Streets																			
Beth Court, Austin Court, Smith Steet, Briody																			
Review Master Plan/Field Review																			
Survey/Mapping								16	\$1,360.00					40	\$4,200.00	56	\$5,560.00		
Plan Preparation/Review				40	\$4,720.00	80	\$6,800.00									120	\$11,520.00		
Accessible Ramp design				4	\$472.00	80	\$6,800.00									84	\$7,272.00		
Storm Sewer Review/Design				2	\$236.00	24	\$2,040.00									26	\$2,276.00		
Detail Preparation								16	\$1,360.00							16	\$1,360.00		
Amanda Street Watermain Replacement																			
Review Master Plan/Field Review																			
Survey/Mapping								8	\$680.00					4	\$420.00				\$1,100.00
Project Administration		12	\$1,788.00																\$1,788.00
Plan Preparation/Review						32	\$2,720.00												\$2,720.00
Watermain Design				8	\$944.00	32	\$2,720.00												\$3,664.00
WDNR Permitting						8	\$680.00												\$680.00
As-Builts/GIS						12	\$1,020.00					4	\$336.00						\$1,356.00
2020 Sidewalk Improvements																			
Field Reviews						4	\$340.00											4	\$340.00
Plan Preparation/Review						4	\$340.00			4	\$336.00	12	\$1,008.00					20	\$1,684.00
Project Manual/Admin		4	\$596.00	12	\$1,416.00					8	\$672.00							24	\$2,684.00
Construction Management										64	\$5,376.00							64	\$5,376.00
Project Manual/Administration																			
Administration		8	\$1,192.00															8	\$1,192.00
Advertisement/Project Manual				16	\$1,888.00	16	\$1,360.00											32	\$3,248.00
Attend Bid Opening		2	\$298.00	4	\$472.00													6	\$770.00
Post Bid Opening Activities				6	\$708.00	4	\$340.00											10	\$1,048.00
Meetings as Required		4	\$596.00	4	\$472.00	4	\$340.00											12	\$1,408.00
Construction Management																			
Resurfacing Streets				4	\$472.00	60	\$5,100.00			16	\$1,344.00							80	\$6,916.00
Amanda Street Watermain Replacement				8	\$944.00	120	\$10,200.00			32	\$2,688.00							160	\$13,832.00
Construction Administration		4	\$596.00			32	\$2,720.00			8	\$672.00							44	\$3,988.00
Various Pavement Repairs				6	\$708.00	32	\$2,720.00			80	\$6,720.00							118	\$10,148.00
TOTALS		34	\$5,066.00	114	\$ 13,452.00	544	\$ 46,240.00	40	3400	212	\$ 17,808.00	16	\$ 1,344.00	\$ -	44	\$ 4,620.00	884		
																	Expenses:		\$4,800
																	Project Total:		\$96,730

Summary of Expenses	Units	Cost	Total
Estimated Expenses			
Pavement Cores	1	\$4,000.00	\$4,000.00
Concrete Testing	8	\$100.00	\$800.00
Utility Permit			
Totals			\$4,800.00

		Eng/CM	
Roadway Construction	396,915.00	44,000.00	11.09%
Watermain Replacement	98,270.00	26,000.00	26.46%
Concrete Patch Repairs	38,000.00	7,500.00	19.74%
McHenry Street Repair	35,000.00	7,500.00	21.43%
Sidewalk Program	30,000.00	10,000.00	33.33%

Total Construction Budget	598,185.00
Srv/Eng/CM % of Project	16.17%



COMMITTEE OF THE WHOLE

ITEM NUMBER 5D

DATE: January 21, 2020

SUBJECT: **RESOLUTION 4987(40)** - To approve a Revolving Loan Fund Grant and Loan to The Runaway Micropub and Nano Brewery, LLC in the not-to-exceed amount of \$65,000.

SUBMITTED BY: Carina Walters, City Administrator

BACKGROUND/HISTORY:

Staff is seeking approval of a Resolution allowing for a Revolving Loan Fund (RLF) grant request in the amount of \$15,000 and RLF loan request in the amount of \$50,000 to The Runaway Micropub and Nano Brewery, LLC to assist with renovations to the property at 109 E. Chestnut Street.

The purpose of this grant is to create three FTE jobs, renovate the property at 109 E. Chestnut Street and to help revitalize downtown Burlington and provide a family friendly place to gather.

This evening, Carolyn Engel of the Racine County Economic Development Corporation (RCEDC), will outline the applicant's project who is seeking the grant and loan dollars.

BUDGET/FISCAL IMPACT:

The grant requested is \$15,000 and the loan requested is \$50,000. If approved the funding would be paid from the City of Burlington's Revolving Loan Fund.

RECOMMENDATION:

Staff recommends approval of the grant in the amount of \$15,000 and loan in the amount of \$50,000.

TIMING/IMPLEMENTATION:

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

Attachments

Res 4987(40) Runaway RLF
RCEDC memorandum

**A RESOLUTION APPROVING A REVOLVING LOAN FUND LOAN AND GRANT TO
THE RUNAWAY MICROPUB & NANO BREWERY, LLC (THE RUNAWAY)
IN THE NOT-TO-EXCEED AMOUNT OF \$65,000**

WHEREAS, the City of Burlington operates a Revolving Loan Fund Program for the purposes of economic development and,

WHEREAS, the *Racine County Economic Development Corporation* provides economic development, community development, and related technical assistance to the City of Burlington monitoring such Revolving Loan Fund; and,

WHEREAS, The Runaway Micropub and Nano Brewery, LLC is seeking a grant in the not to exceed amount of \$15,000 and a loan in the not to exceed amount of \$50,000 to with assist with renovations to the property at 109 E. Chestnut Street; and,

WHEREAS, the Racine County Economic Development Corporation Loan Committee has reviewed and recommended this grant, taking into consideration the information noted in the attached memorandum, and under the terms and conditions of in the RLF Policy Manual.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Burlington, Racine County, State of Wisconsin, does hereby approve a Revolving Loan Grant in the not-to-exceed amount of \$65,000 to The Runaway Micropub and Nano Brewery, LLC

Introduced: January 21, 2020
Adopted:

Jeannie Hefty, Mayor

Attest:

Diahnn Halbach, City Clerk

TO: BURLINGTON CITY COUNCIL

**FROM: ANDREA SAFEDIS, LOAN SERVICING SPECIALIST
THOMAS VAN GENT, LOAN OFFICER**

RE: THE RUNAWAY MICROPUB & NANO BREWERY, LLC

DATE: JANUARY 21, 2020

Introduction

The purpose of this memorandum is to provide information and a recommendation on a grant and loan application on behalf of The Runaway Micropub & Nano Brewery, LLC (The Runaway) to assist with renovations and equipment purchases for the establishment of the business. The total being requested is \$65,000; which includes \$15,000 in the form of a grant and \$50,000 in the form of a loan.

The Racine County Economic Development Corporation (RCEDC) Staff and Loan Advisory Committee have reviewed the financing structure and the project, including the background of the management, the projected financial statements of the business, the collateral to be offered to secure the new debt and the cash flow coverage with the proposed debt. Upon this review, the RCEDC Staff and Loan Advisory Committee are making a recommendation for approval of the RLF financing request.

Background

In February 2019, the City of Burlington approved a new business loan and grants program referred to as the City of Burlington Revolving Loan Fund (RLF). These dollars were made available through the restructuring of a loan program previously limited to one of the City’s tax increment districts (TID). With the closure of the TID, the opportunity arose for the parameters of the program to be changed and funds to be made available to all City of Burlington businesses doing projects which meet the eligibility criteria of the program and fit within the City’s Strategic Plan.

Of the dollars available in the RLF program, it was agreed to make thirty percent (30%) available for grants to both for-profit and non-profit businesses with the specific amount to be identified annually. For 2019, total grant funds available are \$98,000 with \$50,320 not yet committed and remaining available to grant. The balance of funds remaining in the RLF program would be provided in the form of loans.

Eligible applicants must meet one of the program objectives identified below.

Program Objectives:

1. To encourage the creation and retention of permanent jobs particularly those that pay above median income.
2. To encourage the leveraging of new private investment in the City of Burlington in the form of private fixed asset investment, particularly in land, buildings, furniture and fixtures and equipment.
3. To perpetuate a positive and proactive business climate which encourages the retention and expansion of existing businesses and helps to attract desirable new businesses.
4. To maintain and promote a diverse mix of employment opportunities and to minimize seasonal or cyclical employment fluctuations.
5. To implement the City of Burlington’s Riverwalk/Redevelopment Plan goals and objectives.

- 6. To encourage thriving retail areas by providing incentives to businesses to enhance or fill empty storefronts and vacant buildings.

Staff believes the project meets goals 2, 3, 5 and 6.

Project Description for Grant and Loan Application

The Runway will be a micropub located in the heart of downtown Burlington. Historically the Micropub movement occurred mainly in the United Kingdom. The Runway intends to follow this trend and will house a small nano brewery in the basement of the building which will offer small batch craft beers along with a couple guest taps and craft root beer for children.

This project intends help revitalize downtown Burlington and provide a family friendly place to gather. The space call also be used for smaller gatherings taking place in Burlington.

Project Summary

<i>Use of Funds</i>	Furniture, Fixtures and Equipment purchase with building renovation for 109 E. Chestnut Street in Burlington
Total Project Cost	\$115,850
Burl-RLF (43.16%)	\$50,000
Burl-Grant (12.95%)	\$15,000
Equity Injection (43.89%)	\$50,850
RLF Term/Amortization	3.5% interest rate with 0.5% servicing fee (overall rate 4%). 6 months interest only (principal deferred) 5 year term with 10 year amortization following deferral period
RLF Collateral	2nd Mortgage with Assignment of Leases and Rents Pledge of Business Assets, including furniture, fixtures and equipment; Personal Guarantee of Bernard Peterson

Summary and Recommendation

RCEDC staff recommends approval of this grant request. The proposed improvements to The Runaway not only assist with the revitalization and the strategic plan for the City of Burlington but as a result of the project, will create 3 FTE jobs. The request also comes with the credit recommendation of RCEDC’s Loan Advisory Committee.



DATE: January 21, 2020

SUBJECT: **RESOLUTION 4988(41)** - To approve the Purchase of Four (4) DPW Trucks from Ewald Automotive Group in the amount of \$129,065.

SUBMITTED BY: Peter Riggs, Director of Public Works

BACKGROUND/HISTORY:

The 2020 budget contains funding to replace four (4) service trucks in the Department of Public Works.

Wastewater Utility Truck #77

Truck #77 is a 2008 GMC 2500HD regular cab truck equipped with a V-plow that is assigned to the Wastewater Utility. This vehicle is used as a service truck, plow truck, and a mode of general transportation for staff. This vehicle has exceeded its 10 year-replacement threshold and should be replaced to minimize ongoing repair expenses and maximize resale value.

Staff recommends purchasing a 2020 Ford F-250 regular cab truck equipped with a Western Wideout plow system off of the State of Wisconsin VendorNet contract. Like all VendorNet contracts, this contract was competitively sourced. The Ewald Automotive Group holds the VendorNet contract for the Ford F-250. The purchase price is \$36,195.50 which includes a dealer installed plow system. To confirm the VenderNet price was the most economical option staff sought pricing from local dealerships. Miller Motors supplied staff with a quote of \$37,533.50 for the same truck and plow, for a difference of \$1,338.00 or 3.7%. Staff recommends the purchase the vehicle from Ewald Automotive Group, through the VendorNet contract.

Streets & Parks Trucks #48, #51, #53

Truck #48, #51, #53 are all 2005 Chevy 2500 pick up trucks that are assigned to the Streets and Parks Departments. These general use vehicles transport staff and tow equipment year round. They are crucial in summer months to provide enough transportation for seasonal employees. These vehicles have well exceeded their expected life.

Similar to Truck #77, VenderNet is the recommended option for purchase of the replacement vehicle. Staff is recommending replacing these three trucks with three new 2020 Silverado 2500HD 4WD regular cab trucks. The VenderNet price for these trucks is \$30,956.50 per unit. To confirm the VenderNet price was the most economical option staff sought pricing from local dealerships. Lynch supplied staff with a quote of \$31,381 for the same truck, for a difference of \$424.50 or 1.4%. Staff recommends the purchase the vehicle from Ewald Automotive Group, through the VendorNet contract.

BUDGET/FISCAL IMPACT:

The 2020 Wastewater budget includes \$45,000 for the replacement of Truck #77. The recommended vehicle's purchase price off of the VenderNet contract is \$36,195.50. This is \$8,805 under the budgeted amount. These savings will be offset by the purchase of approximately \$2,000 worth of necessary accessories such as tool boxes and strobe lights.

The 2020 Fleet Replacement Program included \$96,000 for the replacement of Trucks #48, #51, and #53. The recommended vehicles' purchase price off of the VenderNet contract is \$30,956.50 per truck for a total of \$92,869.50. This is \$3,130.50 under the budgeted amount.

RECOMMENDATION:

Staff recommends approval of the purchase of these four service trucks.

TIMING/IMPLEMENTATION:

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

Attachments

Res 4988(41) DPW Truck Purchases

2020 F250 Quote

2020 Silverado Quote

**A RESOLUTION APPROVING THE AWARD OF BID FOR FOUR NEW SERVICE TRUCKS
FOR THE CITY OF BURLINGTON DEPARTMENT OF PUBLIC WORKS TO EWALD
AUTOMOTIVE GROUP FOR THE TOTAL AMOUNT OF \$129,065**

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

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

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

WHEREAS, the Wisconsin Department of Administration has competitively bid contracts for the procurement of light duty trucks and made such contracts available for cooperative purchasing by municipalities; and,

WHEREAS, Ewald Automotive Group has been awarded a cooperative purchasing contract by the State of Wisconsin for light duty trucks; and,

WHEREAS, the City of Burlington Department of Public Works is scheduled to replace four service trucks with funds included in the budget; and,

WHEREAS, Department of Public Works has determined that trucks provided under the State of Wisconsin contract with Ewald Automotive Group will meet the needs and specifications of the Department; and,

WHEREAS, the purchase of four service trucks from Ewald Automotive Group, for the total amount of \$129,065 has been recommended by the Director of Public Works.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Burlington that purchase of the aforementioned vehicles is hereby approved for the total amount of \$129,065.

Introduced: January 21, 2020
Adopted:

Jeannie Hefty, Mayor

Attest:

Diahn Halbach



Ewald Automotive Group

Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

City of Burlington

Prepared For: Donald Hefty

262.539.3646

dhefty@burlington-wi.gov

Vehicle: [Fleet] 2020 Ford Super Duty F-250 SRW (F2B) XL 4WD Reg Cab 8' Box





Ewald Automotive Group

Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

Vehicle: [Fleet] 2020 Ford Super Duty F-250 SRW (F2B) XL 4WD Reg Cab 8' Box (Complete)

Quote Worksheet

	MSRP
Base Price	\$36,495.00
Dest Charge	\$1,595.00
Total Options	\$10,681.50
Subtotal	\$48,771.50
Subtotal Pre-Tax Adjustments	\$0.00
Less Customer Discount	(\$12,576.00)
Subtotal Discount	(\$12,576.00)
Trade-In	\$0.00
Subtotal Trade-In	\$0.00
Taxable Price	\$36,195.50
Sales Tax	\$0.00
Subtotal Taxes	\$0.00
Subtotal Post-Tax Adjustments	\$0.00
Total Sales Price	\$36,195.50

Comments:

2020 Ford F250 Regular Cab 4wd to your specs as detailed. Registration fees are not included. Delivery can be anticipated 90-120 days from receipt of your order.

Dealer Signature / Date

Customer Signature / Date

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Data Version: 9862. Data Updated: Dec 10, 2019 11:09:00 PM PST.



Ewald Automotive Group

Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

Vehicle: [Fleet] 2020 Ford Super Duty F-250 SRW (F2B) XL 4WD Reg Cab 8' Box (✔ Complete)

Standard Equipment

Mechanical

- Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel -inc: Flex-Fuel badge on fleet orders only (STD)
- Transmission: TorqShift-G 6-Spd Auto w/SelectShift (STD)
- 3.73 Axle Ratio (STD)
- 50-State Emissions System
- Transmission w/Oil Cooler
- Electronic Transfer Case
- Part-Time Four-Wheel Drive
- 72-Amp/Hr 650CCA Maintenance-Free Battery w/Run Down Protection
- 157 Amp Alternator
- Class V Towing Equipment -inc: Hitch and Trailer Sway Control
- Trailer Wiring Harness
- 3840# Maximum Payload
- GVWR: 10,000 lb Payload Package
- HD Shock Absorbers
- Front Anti-Roll Bar
- Firm Suspension
- Hydraulic Power-Assist Steering
- 34 Gal. Fuel Tank
- Single Stainless Steel Exhaust
- Auto Locking Hubs
- Front Suspension w/Coil Springs
- Leaf Rear Suspension w/Leaf Springs
- 4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control

Exterior

- Wheels: 17" Argent Painted Steel -inc: painted hub covers/center ornaments (STD)
- Tires: LT245/75Rx17E BSW A/S (4) (STD)
- Regular Box Style
- Steel Spare Wheel
- Full-Size Spare Tire Stored Underbody w/Crankdown

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Ewald Automotive Group

Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

Vehicle: [Fleet] 2020 Ford Super Duty F-250 SRW (F2B) XL 4WD Reg Cab 8' Box (✔ Complete)

Exterior

- Clearcoat Paint
- Black Front Bumper w/Black Rub Strip/Fascia Accent and 2 Tow Hooks
- Black Rear Step Bumper
- Black Side Windows Trim and Black Front Windshield Trim
- Black Door Handles
- Black Manual Side Mirrors w/Manual Folding
- Manual Extendable Trailer Style Mirrors
- Fixed Rear Window
- Light Tinted Glass
- Variable Intermittent Wipers
- Aluminum Panels
- Black Grille
- Front License Plate Bracket
- Tailgate Rear Cargo Access
- Manual Tailgate/Rear Door Lock
- Fully Automatic Aero-Composite Halogen Daytime Running Lights Preference Setting Headlamps w/Delay-Off
- Cargo Lamp w/High Mount Stop Light

Entertainment

- Radio w/Seek-Scan
- Radio: AM/FM Stereo w/MP3 Player -inc: 4 speakers
- Fixed Antenna
- SYNC Communications & Entertainment System -inc: enhanced voice recognition w/911 Assist, 4.2" LCD center stack screen, AppLink and 1 smart-charging USB-C port

Interior

- 4-Way Driver Seat -inc: Manual Recline and Fore/Aft Movement
- 4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement
- Manual Tilt/Telescoping Steering Column
- Gauges -inc: Speedometer, Odometer, Oil Pressure, Engine Coolant Temp, Tachometer, Transmission Fluid Temp, Engine Hour Meter, Trip Odometer and Trip Computer
- Mobile Hotspot Internet Access
- Manual Air Conditioning

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Ewald Automotive Group

Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

Vehicle: [Fleet] 2020 Ford Super Duty F-250 SRW (F2B) XL 4WD Reg Cab 8' Box (✔ Complete)

Interior

- Illuminated Locking Glove Box
- Interior Trim -inc: Chrome Interior Accents
- Full Cloth Headliner
- Urethane Gear Shift Knob
- HD Vinyl 40/20/40 Split Bench Seat -inc: center armrest, cupholder, storage and driver's side manual lumbar
- Day-Night Rearview Mirror
- Passenger Visor Vanity Mirror
- 2 12V DC Power Outlets
- Front Map Lights
- Fade-To-Off Interior Lighting
- Full Vinyl/Rubber Floor Covering
- Underhood And Pickup Cargo Box Lights
- Smart Device Remote Engine Start
- Instrument Panel Covered Bin and Dashboard Storage
- Manual 1st Row Windows
- Systems Monitor
- Trip Computer
- Outside Temp Gauge
- Analog Display
- Seats w/Vinyl Back Material
- Manual Adjustable Front Head Restraints
- Securilock Anti-Theft Ignition (pats) Engine Immobilizer
- Air Filtration

Safety-Mechanical

- Electronic Stability Control (ESC) And Roll Stability Control (RSC)
- ABS And Driveline Traction Control

Safety-Exterior

- Side Impact Beams

Safety-Interior

- Dual Stage Driver And Passenger Seat-Mounted Side Airbags

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Vehicle: [Fleet] 2020 Ford Super Duty F-250 SRW (F2B) XL 4WD Reg Cab 8' Box (Complete)

Safety-Interior

Tire Specific Low Tire Pressure Warning

Dual Stage Driver And Passenger Front Airbags w/Passenger Off Switch

Safety Canopy System Curtain 1st Row Airbags

Mykey System -inc: Top Speed Limiter, Audio Volume Limiter, Early Low Fuel Warning, Programmable Sound Chimes and Beltminder w/Audio Mute

Outboard Front Lap And Shoulder Safety Belts -inc: Height Adjusters

Back-Up Camera

WARRANTY

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 60,000

Corrosion Years: 5

Corrosion Miles/km: Unlimited

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 60,000

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Ewald Automotive Group

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Vehicle: [Fleet] 2020 Ford Super Duty F-250 SRW (F2B) XL 4WD Reg Cab 8' Box (✔ Complete)

Selected Model and Options

MODEL		
CODE	MODEL	MSRP
F2B	2020 Ford Super Duty F-250 SRW XL 4WD Reg Cab 8' Box	\$36,495.00

COLORS		
CODE	DESCRIPTION	MSRP
Z1	Oxford White	\$0.00

ADDITIONAL EQUIPMENT - EXTERIOR		
CODE	DESCRIPTION	MSRP
18B	Platform Running Boards	\$320.00
43B	Fixed Rear-Window w/Defrost	\$60.00
66L	LED Box Lighting -inc: LED Center High-Mounted Stop Lamp (CHMSL)	\$60.00
76C	Exterior Backup Alarm (Pre-Installed) -inc: Custom accessory	\$140.00
85S	Tough Bed Spray-In Bedliner -inc: tailgate-guard, black box bed tie-down hooks and black bed attachment bolts	\$595.00
924	Privacy Glass	\$0.00
942	Daytime Running Lamps (DRL) -inc: The non-controllable 942 Daytime Running Lamps (DRL) replace the standard Daytime Running Lamps (DRL) on/off cluster controllable	\$45.00

ADDITIONAL EQUIPMENT - PACKAGE		
CODE	DESCRIPTION	MSRP
473	Snow Plow Prep Package -inc: computer selected springs for snowplow application, NOTE 1: Restrictions apply; see Supplemental Reference or Body Builders Layout Book for details, NOTE 2: May result in deterioration of ride quality when vehicle is not equipped w/snowplow	\$250.00
90L	Power Equipment Group -inc: Deletes passenger-side lock cylinder, upgraded door trim panel, Accessory Delay, Advanced Security Pack, SecuriLock Passive Anti-Theft System (PATS) and inclination/intrusion sensors, Power Locks, Remote Keyless Entry, Manual Telescoping/Folding Trailer Tow Mirrors, power heated glass, heated convex spotter mirror and integrated clearance lights and turn signal indicators, Power Front Seat Windows, 1-touch up/down driver/passenger window, Power Tailgate Lock	\$915.00
96V	XL Value Package -inc: Bright Chrome Hub Covers & Center Ornaments, Steering Wheel-Mounted Cruise Control, Chrome Front Bumper, Chrome Rear Step Bumper	\$725.00

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Vehicle: [Fleet] 2020 Ford Super Duty F-250 SRW (F2B) XL 4WD Reg Cab 8' Box (✔ Complete)

ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION	MSRP
52B	Trailer Brake Controller -inc: Verified to be compatible w/select electric over hydraulic brakes, smart trailer tow connector	\$270.00

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	MSRP
66S	Upfitter Switches (6) -inc: Located in overhead console	\$165.00

SEAT TYPE

CODE	DESCRIPTION	MSRP
1S	Medium Earth Gray, Cloth 40/20/40 Split Bench Seat -inc: center armrest, cupholder, storage and driver's side manual lumbar	\$100.00

TRANSMISSION

CODE	DESCRIPTION	MSRP
44S	Transmission: TorqShift-G 6-Spd Auto w/SelectShift (STD)	\$0.00

OPTION PACKAGE

CODE	DESCRIPTION	MSRP
600A	Order Code 600A	\$0.00

WHEELS

CODE	DESCRIPTION	MSRP
64A	Wheels: 17" Argent Painted Steel -inc: painted hub covers/center ornaments (STD)	\$0.00

ENGINE

CODE	DESCRIPTION	MSRP
996	Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel -inc: Flex-Fuel badge on fleet orders only (STD)	\$0.00

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Ewald Automotive Group

Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

Vehicle: [Fleet] 2020 Ford Super Duty F-250 SRW (F2B) XL 4WD Reg Cab 8' Box (Complete)

CUSTOM EQUIPMENT

CODE	DESCRIPTION	MSRP
DI-1	4 Keys total	\$70.00
DI-2	Delivery from Hartford Ford to Burlington	\$50.00
DI-3	Western Wide-Out Plow	\$6,357.00
DI-4	Registration fees (new Municipal plates)	\$169.50

TIRES

CODE	DESCRIPTION	MSRP
TD8	Tires: LT245/75Rx17E BSW A/S (4) (STD)	\$0.00

AXLE RATIO

CODE	DESCRIPTION	MSRP
X3E	Electronic-Locking w/3.73 Axle Ratio	\$390.00

PRIMARY PAINT

CODE	DESCRIPTION	MSRP
Z1	Oxford White	\$0.00
Options Total		\$10,681.50

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Ewald Automotive Group

Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

Vehicle: [Fleet] 2020 Ford Super Duty F-250 SRW (F2B) XL 4WD Reg Cab 8' Box (✔ Complete)

Price Summary

PRICE SUMMARY

	MSRP
Base Price	\$36,495.00
Total Options	\$10,681.50
Vehicle Subtotal	\$47,176.50
Destination Charge	\$1,595.00
Grand Total	\$48,771.50

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Ewald Automotive Group

Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

City of Burlington

Prepared For: Ryan Vos

rvos@burlington-wi.gov

Vehicle: [Fleet] 2020 Chevrolet Silverado 2500HD (CK20903) 4WD Reg Cab 142" Work Truck





Ewald Automotive Group

Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

Vehicle: [Fleet] 2020 Chevrolet Silverado 2500HD (CK20903) 4WD Reg Cab 142" Work Truck (Complete) (✓)

Quote Worksheet

	MSRP
Base Price	\$36,900.00
Dest Charge	\$1,595.00
Total Options	\$4,369.50
Subtotal	\$42,864.50
Subtotal Pre-Tax Adjustments	\$0.00
Less Customer Discount	(\$11,908.00)
Subtotal Discount	(\$11,908.00)
Trade-In	\$0.00
Subtotal Trade-In	\$0.00
Taxable Price	\$30,956.50
Sales Tax	\$0.00
Subtotal Taxes	\$0.00
Subtotal Post-Tax Adjustments	\$0.00
Total Sales Price	\$30,956.50

Comments:

2020 Chevrolet Silverado 2500 Regular Cab 4wd to your specs as detailed, (similar to Ford quote). Registration fees are included. Delivery can be anticipated 90-120 days from receipt of your order.

Dealer Signature / Date

Customer Signature / Date

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Data Version: 9977. Data Updated: Dec 25, 2019 10:39:00 PM PST.



Ewald Automotive Group

Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

Vehicle: [Fleet] 2020 Chevrolet Silverado 2500HD (CK20903) 4WD Reg Cab 142" Work Truck (Complete) (✓)

Standard Equipment

Package

Trailer Package includes trailer hitch, 7-pin connector and (CTT) Hitch Guidance (Deleted when (ZW9) pickup bed delete is ordered.)

Mechanical

Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline, (401 hp [299 kW] @ 5200 rpm, 464 lb-ft of torque [629 N-m] @ 4000 rpm) (STD)

Transmission, 6-speed automatic, heavy-duty (STD) (Requires (L8T) 6.6L V8 gas engine.)

Rear axle, 3.73 ratio (Requires (L8T) 6.6L V8 gas engine. Not available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.)

Durabed, pickup bed (STD)

GVWR, 10,250 lbs. (4649 kg) (STD) (Requires CC20753 model and (L8T) 6.6L V8 gas engine with 18" or 20" wheels or CK20903 model and (L8T) 6.6L V8 gas engine with 17" wheels.)

Air filter, high-capacity

Air filtration monitoring

Transfer case, two-speed electronic shift with push button controls (Requires 4WD models.)

Differential, heavy-duty locking rear

Four wheel drive

Cooling, external engine oil cooler

Cooling, auxiliary external transmission oil cooler

Battery, heavy-duty 720 cold-cranking amps/80 Amp-hr maintenance-free with rundown protection and retained accessory power (Included and only available with (L8T) 6.6L V8 gas engine.)

Alternator, 170 amps (Requires (L8T) 6.6L V8 gas engine.)

Frame, fully-boxed, hydroformed front section and a fully-boxed stamped rear section

Recovery hooks, front, frame-mounted, Black (Not included when (VQY) Chrome recovery hooks, LPO is ordered.)

Suspension Package

Steering, Recirculating Ball with smart flow power steering system

Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors

Brake lining wear indicator

Capless Fuel Fill (Requires (L8T) 6.6L V8 gas engine. Not available with (ZW9) pickup bed delete.)

Exterior

Wheels, 17" (43.2 cm) painted steel, Silver (STD)

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Data Version: 9977. Data Updated: Dec 25, 2019 10:39:00 PM PST.



Ewald Automotive Group

Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

Vehicle: [Fleet] 2020 Chevrolet Silverado 2500HD (CK20903) 4WD Reg Cab 142" Work Truck (Complete) (✓)

Exterior

Tires, LT245/75R17E all-season, blackwall (STD)

Tire, spare LT245/75R17E all-season, blackwall (STD) (Included and only available with (QH) LT245/75R17E all-season, blackwall tires with (E63) Durabed, pickup bed. Available to order when (ZW9) pickup bed delete and (QH) LT245/75R17E all-season, blackwall tires are ordered)

Tire carrier lock keyed cylinder lock that utilizes same key as ignition and door (Deleted with (ZW9) pickup bed delete.)

Bumpers, front, Black

Bumpers, rear, Black

CornerStep, rear bumper

BedStep, Black integrated on forward portion of bed on driver and passenger side (Deleted when (ZW9) pickup bed delete is ordered.)

Moldings, beltline, Black

Cargo tie downs (12), fixed rated at 500 lbs per corner (Deleted with (ZW9) pickup bed delete.)

Grille (Front grille bar with "CHEVROLET" molded in Black, includes Black mesh inserts with small Gold bowtie emblem.)

Headlamps, halogen reflector with halogen Daytime Running Lamps

Taillamps with incandescent tail, stop and reverse lights

Lamps, cargo area, cab mounted integrated with center high mount stop lamp, with switch in bank on left side of steering wheel.

Mirrors, outside high-visibility vertical trailering lower convex mirrors, manual-folding/extending (extends 3.31" [84.25mm]), molded in Black

Mirror caps, Black

Glass, solar absorbing, tinted

Tailgate and bed rail protection cap, top

Tailgate, locking, utilizes same key as ignition and door (Upgraded to (QT5) EZ Lift power lock and release tailgate when (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package is ordered. Not available with (ZW9) pickup bed delete.)

Tailgate, gate function manual, no EZ Lift (Deleted with (ZW9) pickup bed delete.)

Door handles, Black grained

Entertainment

Audio system, Chevrolet Infotainment 3 system 7" diagonal color touchscreen, AM/FM stereo. Additional features for compatible phones include: Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Apple CarPlay and Android Auto capable. (STD)

Audio system feature, 2-speakers (Requires Regular Cab model.)

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Data Version: 9977. Data Updated: Dec 25, 2019 10:39:00 PM PST.



Ewald Automotive Group

Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

Vehicle: [Fleet] 2020 Chevrolet Silverado 2500HD (CK20903) 4WD Reg Cab 142" Work Truck (Complete)

Entertainment

Bluetooth for phone connectivity to vehicle infotainment system

Interior

Seats, front 40/20/40 split-bench (no storage) (STD)

Vinyl seat trim

Seat adjuster, driver 4-way manual

Seat adjuster, passenger 4-way manual

Floor covering, rubberized-vinyl (Not available with LPO floor liners.)

Steering wheel, urethane

Steering column, Tilt-Wheel, manual with wheel locking security feature

Instrument cluster 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure

Driver Information Center, 3.5" diagonal monochromatic display

Exterior Temperature Display located in radio display

Windows, manual (Requires Regular Cab model.)

Door locks, manual (Requires Regular Cab model.)

USB port, located on instrument panel

Power outlet, front auxiliary, 12-volt

Air conditioning, single-zone

Mirror, inside rearview, manual tilt

Assist handles front A-pillar mounted for driver and passenger, rear B-pillar mounted

Safety-Mechanical

StabiliTrak stability control system with Proactive Roll Avoidance and traction control, includes electronic trailer sway control and hill start assist

Safety-Exterior

Daytime Running Lamps with automatic exterior lamp control

Safety-Interior

Airbags, Dual-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

Rear Vision Camera (Deleted with (ZW9) pickup bed delete.)

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Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

Vehicle: [Fleet] 2020 Chevrolet Silverado 2500HD (CK20903) 4WD Reg Cab 142" Work Truck (Complete) (✓)

Safety-Interior

Hitch Guidance (Deleted with (ZW9) pickup bed delete.)

Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

Tire Pressure Monitoring System with Tire Fill Alert (does not apply to spare tire)

Processing-Other

Trailer Information Label provides max trailer ratings for tongue weight, conventional, gooseneck and 5th wheel trailering (Not available with (ZW9) pickup bed delete.)

WARRANTY

Warranty Note: <<< Preliminary 2020 Warranty Note >>>

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 60,000

Drivetrain Note: HD Duramax Diesel: 5 Years/100,000 Miles; Qualified Fleet Purchases: 5 Years/100,000 Miles

Corrosion Years (Rust-Through): 6

Corrosion Years: 3

Corrosion Miles/km (Rust-Through): 100,000

Corrosion Miles/km: 36,000

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 60,000

Roadside Assistance Note: HD Duramax Diesel: 5 Years/100,000 Miles; Qualified Fleet Purchases: 5 Years/100,000 Miles

Maintenance Note: 1 Year/1 Visit

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Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

Vehicle: [Fleet] 2020 Chevrolet Silverado 2500HD (CK20903) 4WD Reg Cab 142" Work Truck (Complete)

Selected Model and Options

MODEL

CODE	MODEL	MSRP
CK20903	2020 Chevrolet Silverado 2500HD 4WD Reg Cab 142" Work Truck	\$36,900.00

COLORS

CODE	DESCRIPTION	MSRP
GAZ	Summit White	\$0.00

PREFERRED EQUIPMENT GROUP

CODE	DESCRIPTION	MSRP
1WT	Work Truck Preferred Equipment Group includes standard equipment	\$0.00

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	MSRP
5H1	Key equipment, two additional keys for single key system Provides two additional spare keys for a total of (4). (Keys will be cut but not programmed) (Requires (SAF) spare tire lock. Not available with SEO (5Z4) spare wheel, carrier and lock delete or (ZW9) pickup bed delete.)	\$50.00
9L7	Upfitter switch kit, (5) Provides 3-30 amp and 2-20 amp configurable circuits to facilitate installation of aftermarket electrical accessories.	\$150.00
AED	Window, power front, passenger express down (Standard on Crew Cab and Double Cab models. On Regular Cab model, included and only available with (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package.)	Inc.
AQQ	Remote Keyless Entry with 2 transmitters (Included and only available with (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package.)	Inc.
AU3	Door locks, power (Standard on Crew Cab and Double Cab models. On Regular Cab models, included and only available with (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package.)	Inc.
AXG	Window, power front, drivers express up/down (Standard on Crew Cab and Double Cab models. On Regular Cab model, included and only available with (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package.)	Inc.
C49	Defogger, rear-window electric (Included with (PCV) WT Convenience Package.)	\$225.00
K34	Cruise control, electronic with set and resume speed, steering wheel-mounted (Included with (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package.)	Inc.

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Vehicle: [Fleet] 2020 Chevrolet Silverado 2500HD (CK20903) 4WD Reg Cab 142" Work Truck (Complete)

ADDITIONAL EQUIPMENT - SAFETY-INTERIOR

CODE	DESCRIPTION	MSRP
8S3	Back-up alarm, 97 decibels (Not available with (CMT) Gooseneck/5th Wheel Package, SEO (SFW) back-up alarm calibration or (UY2) trailer wiring provisions.)	\$138.00

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	MSRP
AKO	Glass, deep-tinted (Included with (PCV) WT Convenience Package.)	\$100.00
CGN	Chevytec spray-on bedliner Black with Chevrolet logo (does not include spray-on liner on tailgate due to Black composite inner panel) (Included with (CMT) Gooseneck/5th Wheel Package or (ANQ) Alaskan Snow Plow Special Edition. Not available with (ZW9) pickup bed delete. Not available with any Ship Thrus EXCEPT (TCE), (TCH), (VSH) or (VTV).)	\$545.00
DBG	Mirrors, outside power-adjustable vertical trailering with heated upper glass, lower convex mirrors, integrated turn signals, manual folding/extending (extends 3.31" [84.25mm]) (Included and only available with (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package.)	Inc.
QT5	Tailgate, gate function manual with EZ Lift includes power lock and release (Included and only available with (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package. Deleted when (ZW9) pickup bed delete is ordered.)	Inc.
UF2	LED Cargo Area Lighting located in pickup bed, activated with switch on center switch bank or key fob (Not available with (ZW9) pickup bed delete.)	\$125.00
V46	Bumper, front chrome (Requires (VJH) Chrome rear bumper and (E63) Durabed, pickup bed. Included with (PQA) WT Safety Package.)	\$200.00
VJH	Bumper, rear chrome (Requires (V46) Chrome front bumper. Included with (PQA) WT Safety Package.)	\$0.00

ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION	MSRP
JL1	Trailer brake controller, integrated (Requires (ZLQ) WT Fleet Convenience Package, (PCV) WT Convenience Package or (L5P) Duramax 6.6L Turbo-Diesel V8 engine. Included with (CMT) Gooseneck/5th Wheel Package.)	\$275.00
KW5	Alternator, 220 amps (Included with (L5P) Duramax 6.6L Turbo-Diesel V8 engine or (VYU) Snow Plow Prep Package. Free flow on (L8T) 6.6L V8 gas engine.)	Inc.
NZZ	Skid Plates protect the oil pan, front axle and transfer case (Included with (Z71) Z71 Off-Road Package or (VYU) Snow Plow Prep Package.)	Inc.

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Vehicle: [Fleet] 2020 Chevrolet Silverado 2500HD (CK20903) 4WD Reg Cab 142" Work Truck (Complete)

ADDITIONAL EQUIPMENT - PACKAGE

CODE	DESCRIPTION	MSRP
VYU	Snow Plow Prep Package includes (KW5) 220-amp alternator, includes increased front GAWR on Heavy Duty models, (NZZ) skid plates (transfer case and oil pan), pass through dash grommet hole and roof emergency light provisions. Contact GM Upfitter Integration at www.gmupfitter.com for plow installation details and assistance (Requires 4WD model. Upgradeable to (KHF) Dual alternators (220-amp primary, 170-amp auxiliary). Included with (ANQ) Alaskan Snow Plow Special Edition. Not available with (F60) Heavy Duty Front Spring Package.)	\$300.00
ZLQ	WT Fleet Convenience Package includes (AQQ) Remote Keyless Entry, (K34) Cruise Control, (QT5) EZ Lift power lock and release tailgate, (DBG) outside power-adjustable vertical trailering with heated upper glass, (AXG) power windows, express up/down driver, (AED) power windows, express down passenger and (AU3) power door locks (Not available with (PCV) WT Convenience Package. With (ZW9) pickup bed delete, (QT5) EZ Lift power lock and release tailgate is deleted.)	\$1,400.00

ADDITIONAL EQUIPMENT - LPO

CODE	DESCRIPTION	MSRP
RVS	LPO, Assist steps - 4" Black - round (Not available with any other assist steps.)	\$650.00

SEAT TYPE

CODE	DESCRIPTION	MSRP
A52	Seats, front 40/20/40 split-bench (no storage) (STD)	\$0.00

CUSTOM EQUIPMENT

CODE	DESCRIPTION	MSRP
DI-1	Delivery from Oconomowoc to Burlington	\$42.00
DI-2	Registration fees (new Municipal plates)	\$169.50

BODY CODE

CODE	DESCRIPTION	MSRP
E63	Durabed, pickup bed (STD)	\$0.00

EMISSIONS

CODE	DESCRIPTION	MSRP
FE9	Emissions, Federal requirements	\$0.00

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Vehicle: [Fleet] 2020 Chevrolet Silverado 2500HD (CK20903) 4WD Reg Cab 142" Work Truck (Complete) (✓)

PAINT

CODE	DESCRIPTION	MSRP
GAZ	Summit White	\$0.00

AXLE

CODE	DESCRIPTION	MSRP
GT4	Rear axle, 3.73 ratio (Requires (L8T) 6.6L V8 gas engine. Not available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.)	\$0.00

SEAT TRIM

CODE	DESCRIPTION	MSRP
H1T	Jet Black, Cloth seat trim	\$0.00

RADIO

CODE	DESCRIPTION	MSRP
IOR	Audio system, Chevrolet Infotainment 3 system 7" diagonal color touchscreen, AM/FM stereo. Additional features for compatible phones include: Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Apple CarPlay and Android Auto capable. (STD)	\$0.00

GVWR

CODE	DESCRIPTION	MSRP
JGB	GVWR, 10,250 lbs. (4649 kg) (STD) (Requires CC20753 model and (L8T) 6.6L V8 gas engine with 18" or 20" wheels or CK20903 model and (L8T) 6.6L V8 gas engine with 17" wheels.)	\$0.00

ENGINE

CODE	DESCRIPTION	MSRP
L8T	Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline, (401 hp [299 kW] @ 5200 rpm, 464 lb-ft of torque [629 N-m] @ 4000 rpm) (STD)	\$0.00

TRANSMISSION

CODE	DESCRIPTION	MSRP
MYD	Transmission, 6-speed automatic, heavy-duty (STD) (Requires (L8T) 6.6L V8 gas engine.)	\$0.00

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Vehicle: [Fleet] 2020 Chevrolet Silverado 2500HD (CK20903) 4WD Reg Cab 142" Work Truck (Complete)

WHEELS

CODE	DESCRIPTION	MSRP
PYN	Wheels, 17" (43.2 cm) painted steel, Silver (STD)	\$0.00

TIRES

CODE	DESCRIPTION	MSRP
QHJ	Tires, LT245/75R17E all-season, blackwall (STD)	\$0.00

SPARE TIRE

CODE	DESCRIPTION	MSRP
ZHQ	Tire, spare LT245/75R17E all-season, blackwall (STD) (Included and only available with (QHJ) LT245/75R17E all-season, blackwall tires with (E63) Durabed, pickup bed. Available to order when (ZW9) pickup bed delete and (QHJ) LT245/75R17E all-season, blackwall tires are ordered)	\$0.00

Options Total	\$4,369.50
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Ewald Automotive Group

Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

Vehicle: [Fleet] 2020 Chevrolet Silverado 2500HD (CK20903) 4WD Reg Cab 142" Work Truck (Complete) (✓)

Price Summary

PRICE SUMMARY

	MSRP
Base Price	\$36,900.00
Total Options	\$4,369.50
Vehicle Subtotal	\$41,269.50
Destination Charge	\$1,595.00
Grand Total	\$42,864.50

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DATE: January 21, 2020

SUBJECT: RESOLUTION 4989(42) - To approve the integration of the Phosphorus Analyzer into the Supervisory Control and Data Acquisition (SCADA) system at the Wastewater Treatment Plant.

SUBMITTED BY: Peter Riggs, Director of Public Works

BACKGROUND/HISTORY:

In 2018, the Council approved the purchase of a real-time Phosphorus Analyzer. The unit was installed and we began collecting and trending data to monitor our Phosphorus concentrations over the course of a 24-hour period.

In 2019, the utility had budgeted funds to have the analyzer integrated into the SCADA system to collect this data and have control of the chemical feed pumps that meter the Phosphorus removal chemical into the treatment system. However, due to the unforeseen costs of developing the Adaptive Management Plan, the budgeted funds were sacrificed and the integration was tabled.

Phosphorus Analyzer Integration:

The scope of the project is to program the analyzer into the SCADA system and install speed control on the chemical feed pumps. This will allow us to be able to monitor the Phosphorus levels in our effluent and adjust the chemical dosing rate based on the set point that is entered into the SCADA system. Currently, dosing rates are adjusted manually once or twice a week based on the results we are seeing from both the analyzer and in-house lab testing. The approval of this project will benefit the Utility in many ways:

- Accurate dosing of Phosphorus removal chemicals
- Decrease in chemical usage
- Decrease in overall cost of operation for Phosphorus removal
- Lower effluent discharge concentration

Due to the unique nature of this project staff has only pursued services from one vendor, Energenecs. Energenecs designed, programmed and installed our entire plant process control system, fiber optic network ring around the plant and integrated all of our equipment into the SCADA system during the 2013 plant upgrade. They also hold the development license for the Wonderware SCADA software to be able to make changes. They are the only firm with the knowledge, experience, credentialing, and understanding of our process control systems to complete this project effectively and efficiently.

BUDGET/FISCAL IMPACT:

The 2020 Budget includes \$40,000 dollars in the Phosphorus Removal account for the integration of this equipment. The recommended purchase is \$4,000.00 under the budgeted amount.

RECOMMENDATION:

Staff recommends the Council approve this integration project to be completed by Energenecs in the amount of \$36,000.00.

TIMING/IMPLEMENTATION:

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

Attachments

**A RESOLUTION APPROVING A CONTRACT WITH ENERGENECS FOR THE
INTEGRATION OF THE PHOSPHORUS ANALYZER INTO THE SUPERVISORY CONTROL
AND DATA ACQUISITION (SCADA) SYSTEM AT THE WASTEWATER TREATMENT PLANT
FOR A NOT-TO-EXCEED AMOUNT OF \$36,000.00**

WHEREAS, on June 1, 2004 the Common Council did approve Resolution 3812(18), a Resolution Adopting a Purchasing Policy for the City of Burlington and on May 16, 2006 approved Resolution 4015(3), updating such Purchase Policy; and,

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

WHEREAS, Compliance with phosphorous discharge limits from the Wastewater Treatment Plant is required by our Wisconsin Pollutant Discharge Elimination System (WPDES) permit; and,

WHEREAS, phosphorous can be removed through chemical dosage of the effluent; and,

WHEREAS, the phosphorous analyzer installed in 2018 allows for proper dosage of the effluent; and,

WHEREAS, integration of the phosphorous analyzer with SCADA will automate the dosage of phosphorous removal chemicals to minimize the amount of chemical used and maximize phosphorous removal; and,

WHEREAS, the proposal from Energenecs, Inc. has been reviewed and recommended by the Utility Manager and Director of Public Works.

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Burlington hereby approve the integration of the phosphorus analyzer into the SCADA system the total amount of \$36,000.00.

Introduced: January 21, 2020
Adopted:

Jeannie Hefty, Mayor

Attest:

Diahnn Halbach, City Clerk



2020 Budget Proposal

DATE: December 11, 2019

TO: Mr. Donny Hefty
Utility Foreman
City of Burlington Wastewater
2100 South Pine Street
Burlington, WI. 53105

dhefty@burlington-wi.gov
(3 pages + terms)

PROJECT: Orthophosphate monitoring and chemical pumping modifications

Energenecs is pleased to offer the following scope of responsibility for subject potential project as you requested.

The primary goals of the project as is to supply two variable frequency drives and provide labor for programming and testing to enable the wastewater treatment facility Allen Bradley programmable logic controller in the 1st stage building to pace chemical feed pumps based on an orthophosphate reading installed in another building of the plant.

This would be accomplished using the existing Allen Bradley controllers and the existing Ethernet fiber network and switches.

In addition, we would provide programming and testing of the existing Wonderware SCADA software graphics to allow operators the ability to monitor the orthophosphate signal (trend, alarm limits, etc.) and allow set-point changes for the chemical pump speed control output signals to potentially significantly reduce chemical usage.

Budget proposal specifically includes

Modifications to Existing 2nd Stage Control Panel (PLC-2):

- Existing Allen Bradley CompactLogix PLC controller
- Existing Allen Bradley I/O modules
- Existing Dell SCADA computer and Hope Industrial color operator interface
- Existing control panel
- Includes all required programming to monitor Xylem YSI orthophosphate analyzer via Ethernet connection. (Not 4-20mA signal)

Modifications to Existing 1st Stage Control Panel (PLC-1):

- Existing Allen Bradley CompactLogix PLC controller
- Existing Allen Bradley I/O modules
- Existing Dell SCADA computer and Hope Industrial color operator interface
- Existing control panel
- Includes all required programming to output signals to control and pace two Encore 700 chemical feed pumps (Ethernet or 4-20mA signal)

New chemical feed pump variable frequency drives (VFDs) Control Panel:

- (2) Allen Bradley model 755 - 480V, 3 phase drives for 1/2HP chemical pumps (drives rated 2.1A)
- (1) Motor starter for back up
- Bypass for motor starter
- Ethernet switch
- Control panel mounted HOA switch
- VFDs mounted in new steel wall mount enclosure

Modifications to Existing SCADA computers:

- Wonderware Historian SCADA graphical software modifications

Proposal Includes:

- Programming of existing Allen Bradley PLC control logic application
- Programming of existing SCADA software (Wonderware)
- Programming of existing alarm software (as required)
- Field startup & acceptance testing
- O&M manuals and as-built drawing changes
- One (1) year parts & labor warranty for any new equipment supplied

Proposal Excludes:

- Sales tax
- Installation of our supplied VFD panel is NOT included
- Supply & installation of any new conduit & wire (analog, signal, control, power circuits)
- Supply & installation of any new Ethernet switches, fiber optic cable, connectors, end connections, fiber breakout panels, etc.
- Supply and installation of any new wiring & conduit for various changes we might want for the chemical pump control circuit wiring
- Supply of any new control panel power supplies, UPS equipment, etc.
- New SCADA computers or Wonderware license upgrades
- Hach WIMS software license upgrades or programming



Total Price: \$36,000.00

If you have any technical questions, please give us a call.

Sincerely,

Nick Crevcoure
Sales Engineer
Energenecs
414-313-0051



DATE: January 21, 2020

SUBJECT: ORDINANCE 2055(21) - To consider approval of a Rezone Map Amendment request at 257 Kendall Street from I-1 Institutional District to B-3, Professional Office District.

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

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 B-3, Professional Office District. The structure at 257 Kendall Street was built as a church and has operated as a church use until recently – Bethel Baptist Church. The Applicant intends to use 257 Kendall Street as a studio for photography and residential quarters for the property owner. While the existing zoning of the surrounding neighborhood is “Rs-3 Single Family Residence District” and “Rd-2 Two-Family Residence District” there are instances of “B-3 Professional Office District” zoning throughout Burlington’s urban residential districts, when appropriate. In this case, the structure being an existing institutional use, the structure could be re-purposed institutionally, commercially, and/or residentially.

BUDGET/FISCAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval of this rezone map amendment.

TIMING/IMPLEMENTATION:

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

Attachments

Ord 2055(21) 257 Kendall Street Rezone
Survey map

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP BY REZONING 257 KENDALL STREET FROM I-1, INSTITUTIONAL DISTRICT TO B3, PROFESSIONAL OFFICE DISTRICT

WHEREAS, Erin Murphy, applicant, requests property located at 257 Kendall Street, as described in Attachment "A" to be rezoned to B-3, Professional Office District, in order to use the property for a photography studio; and,

WHEREAS, this request was heard at, and recommended for approval by the Plan Commission at their January 14, 2020 meeting; and,

WHEREAS, a public hearing was held regarding this matter at the Common Council's January 21, 2020 meeting.

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

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

Owner:	Bethel Baptist Church
Applicant:	Erin Murphy
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

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

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

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

Introduced: January 21, 2020
Adopted: _____, 2020

Jeannie Hefty, Mayor

Attest:

Diahn Halbach, City Clerk

ATTACHMENT A

Legal Description

206-03-19-32-581-300
257 Kendall Street

A parcel of land being part of Lots 1 and 2 in Block 10 of Perkins West Addition to Burlington and being a part of the Southwest ¼ of the Northwest ¼ of Section 32, Township 3 North, Range 19 East of the Fourth Principal Meridian, in the City of Burlington, County of Racine, State of Wisconsin, and being more particularly described as follows: Commencing at a concrete monument at the Northeast corner of said Lot 1 in Block 10; thence South 31°17'48" West (recorded as South 31° West) along the east line of said Lot 1 in Block 10; also being the westerly right-of-way line of Kendall Street, 49.56 feet to the point of beginning of the parcel of land hereinafter described; thence continue south 31°17'48" (recorded as South 31°50' West) along said right-of-way line 115.44 feet to the southeast corner of said Lot 1 in Block 10; thence north 58°29'52" West (recorded as North 58°10' West) along the southerly line of said Lots 1 and 2 in Block 10 132.14 feet to the southwest corner of said Lot 2 in Block 10; thence north 31°17'38" East (recorded as 31°50' East) along the westerly line of said Lot 2 in Block 10 115.44 feet; thence south 58°29'52" East 132.14 feet to the point of beginning. Containing 15,254 square feet of land more or less.

257 Kendall

PLAT OF SURVEY AND LEGAL DESCRIPTIONS
AFTER PROPOSED LOT LINE ADJUSTMENT

EXISTING LEGAL DESCRIPTION FOR PARCEL I.D. NO. 206-03-19-32-581-300
LOT 1 OF BLOCK 10, PERKINS WEST ADDITION TO THE CITY OF BURLINGTON, COUNTY OF RACINE AND STATE OF WISCONSIN.

EXISTING LEGAL DESCRIPTION FOR PARCEL I.D. NO. 206-03-19-32-581-310
LOT 2 OF BLOCK 10, PERKINS WEST ADDITION TO THE CITY OF BURLINGTON, COUNTY OF RACINE AND STATE OF WISCONSIN.

LEGAL DESCRIPTION FOR LOT 1 AS DEPICTED HEREON

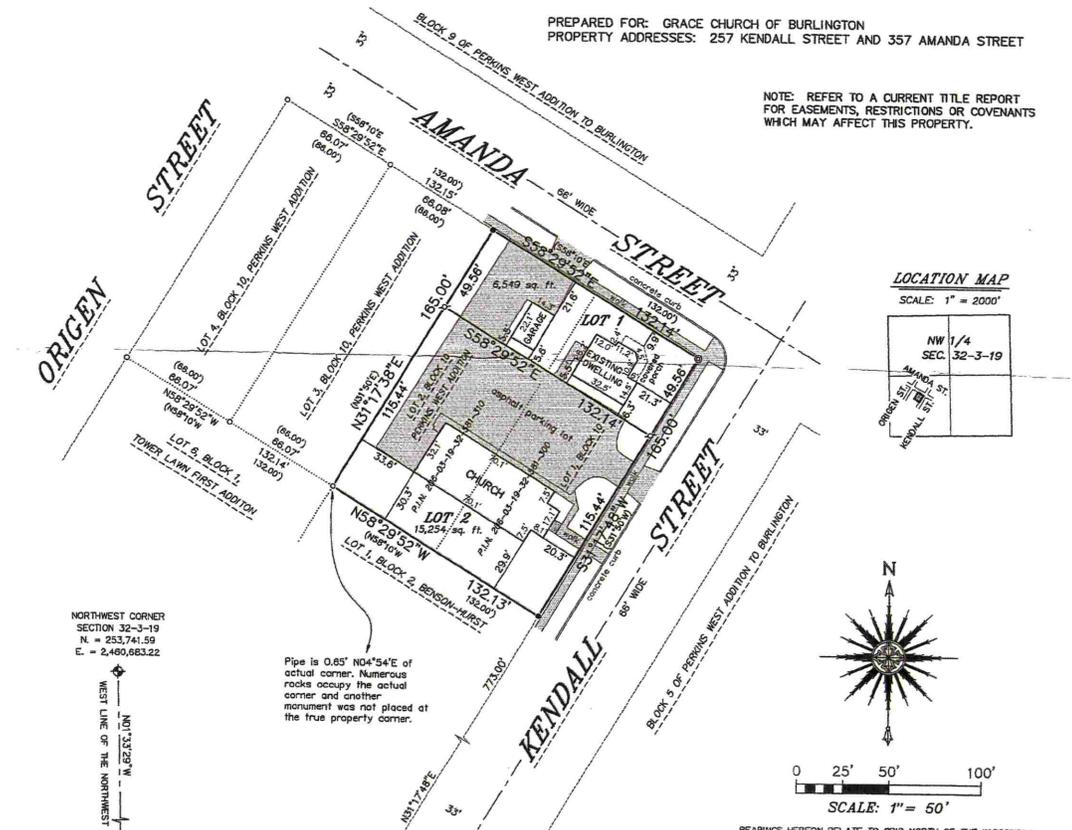
A PARCEL OF LAND BEING PART OF LOTS 1 AND 2 IN BLOCK 10 OF PERKINS WEST ADDITION TO BURLINGTON AND BEING A PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 3 NORTH, RANGE 19 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE CITY OF BURLINGTON, COUNTY OF RACINE, STATE OF WISCONSIN, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A CONCRETE MONUMENT AT THE NORTHEAST CORNER OF SAID LOT 1 IN BLOCK 10; THENCE SOUTH 31°17'48" WEST (RECORDED AS SOUTH 31°50' WEST) ALONG THE EAST LINE OF SAID LOT 1, ALSO BEING THE WESTERLY RIGHT-OF-WAY LINE OF KENDALL STREET, 49.56 FEET; THENCE NORTH 58°29'52" WEST 132.14 FEET TO A POINT ON THE WESTERLY LINE OF SAID LOT 2 IN BLOCK 10; THENCE NORTH 31°17'38" EAST (RECORDED AS NORTH 31°50' EAST) ALONG SAID WESTERLY LINE 49.56 FEET TO THE NORTHWEST CORNER OF SAID LOT 2 IN BLOCK 10 AND BEING A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF AMANDA STREET; THENCE SOUTH 58°29'52" EAST (RECORDED AS SOUTH 58°10' EAST) ALONG SAID RIGHT-OF-WAY LINE 132.14 FEET (RECORDED AS 132.00 FEET) TO THE POINT OF BEGINNING. CONTAINING 6,549 SQUARE FEET OF LAND MORE OR LESS.

LEGAL DESCRIPTION FOR LOT 2 AS DEPICTED HEREON

A PARCEL OF LAND BEING PART OF LOTS 1 AND 2 IN BLOCK 10 OF PERKINS WEST ADDITION TO BURLINGTON AND BEING A PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 3 NORTH, RANGE 19 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE CITY OF BURLINGTON, COUNTY OF RACINE, STATE OF WISCONSIN, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A CONCRETE MONUMENT AT THE NORTHEAST CORNER OF SAID LOT 1 IN BLOCK 10; THENCE SOUTH 31°17'48" WEST (RECORDED AS SOUTH 31°50' WEST) ALONG THE EAST LINE OF SAID LOT 1 IN BLOCK 10 ALSO BEING THE WESTERLY RIGHT-OF-WAY LINE OF KENDALL STREET, 49.56 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREINAFTER DESCRIBED; THENCE CONTINUE SOUTH 31°17'48" WEST (RECORDED AS SOUTH 31°50' WEST) ALONG SAID WESTERLY LINE 115.44 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1 IN BLOCK 10; THENCE NORTH 58°29'52" WEST (RECORDED AS NORTH 58°10' WEST) ALONG THE SOUTHERLY LINE OF SAID LOTS 1 AND 2 IN BLOCK 10 132.14 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2 IN BLOCK 10; THENCE NORTH 31°17'38" EAST (RECORDED AS NORTH 31°50' EAST) ALONG THE WESTERLY LINE OF SAID LOT 2 IN BLOCK 10 115.44 FEET; THENCE SOUTH 58°29'52" EAST 132.14 FEET TO THE POINT OF BEGINNING. CONTAINING 15,254 SQUARE FEET OF LAND MORE OR LESS.

PREPARED FOR: GRACE CHURCH OF BURLINGTON
PROPERTY ADDRESSES: 257 KENDALL STREET AND 357 AMANDA STREET

NOTE: REFER TO A CURRENT TITLE REPORT FOR EASEMENTS, RESTRICTIONS OR COVENANTS WHICH MAY AFFECT THIS PROPERTY.



NORTHWEST CORNER SECTION 32-3-19
N. = 253,741.59
E. = 2,460,683.22

WEST 1/4 CORNER SECTION 32-3-19
N. = 251,108.66
E. = 2,460,754.83

Pipe is 0.65" NO4"54"E of actual corner. Numerous rocks occupy the actual corner and another monument was not placed at the true property corner.

BEARINGS HEREON RELATE TO GRID NORTH OF THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD-27). ASSUMED BEARING OF NORTH 01°33'29" WEST ON THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 32-3-19.

Racine County Surveyor

File #: 828255 Date: 2.4.19

Deputy For Records

- LEGEND
* FOUND BRASS CAPPED RACINE COUNTY MONUMENT
o FOUND 6" DIA. CONCRETE MONUMENT WITH AXLEROD
o FOUND 1-5/16" O.D. IRON PIPE
o FOUND 3/4" O.D. IRON PIPE
+ FOUND CHISELED CROSS-CUT
x SET 1-5/16" O.D. x 18" LONG IRON PIPE WEIGHING NOT LESS THAN 1.68 LBS PER LINEAL FOOT
() RECORDED AS



THIS IS NOT AN ORIGINAL PRINT UNLESS THIS SEAL IS RED.

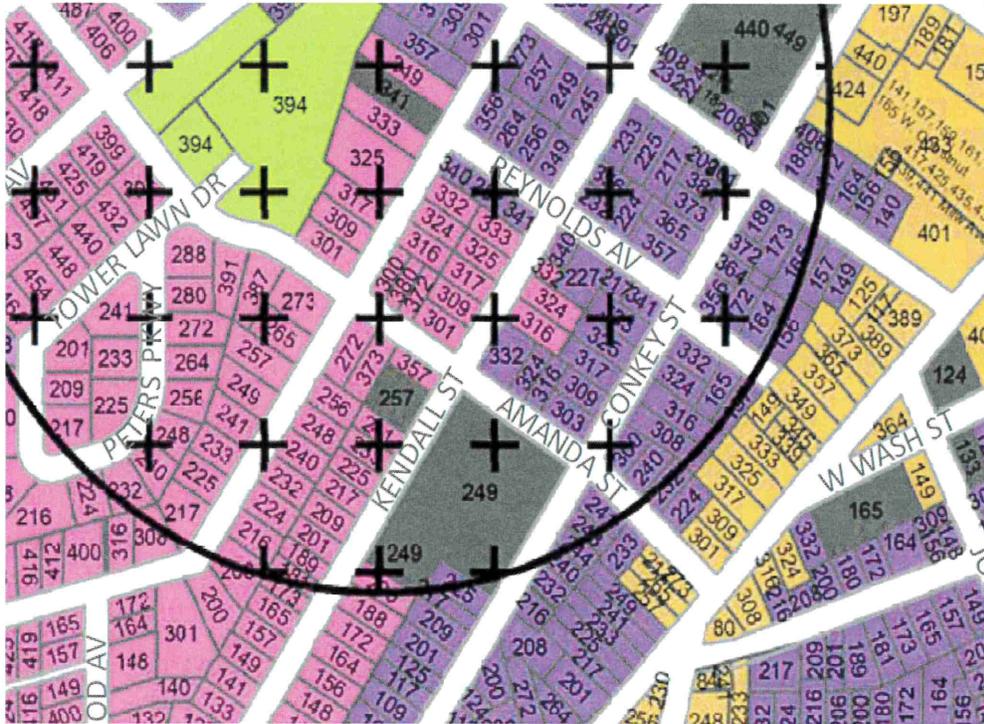
Thomas L. Satter
THOMAS L. SATTER S-2850

I HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THE ABOVE MAP IS A CORRECT REPRESENTATION THEREOF AND SHOWS THE SIZE AND LOCATION OF THE PROPERTY, ITS EXTERIOR BOUNDARIES, THE LOCATION OF ALL VISIBLE STRUCTURES AND DIMENSIONS OF ALL PRINCIPAL BUILDINGS THEREON, BOUNDARY FENCES, APPARENT EASEMENTS, ROADWAYS AND ENCROACHMENTS, IF ANY.

THIS SURVEY IS MADE FOR THE USE OF THE PRESENT OWNERS OF THE PROPERTY, AND THOSE WHO PURCHASE, MORTGAGE, OR GUARANTEE THE TITLE THERETO WITHIN ONE YEAR FROM DATE HEREOF.

SATTER SURVEYING, LLC
LAND SURVEYS, MAPPING AND PLANNING
272 ORIGEN STREET
BURLINGTON, WI 53105
262-661-4239

DECEMBER 27, 2018 061609
DATE JOB NUMBER



	Rm-4	Multiple-Family Residential
	B-1	Neighborhood Business
	B-2	Central Business
	B-2a	Central Business Transition District
	B-3	Professional Office
	M-1	Light Manufacturing
	M-2	General Manufacturing
	M-3	Manufacturing and Office Park
	M-4	Manufacturing
	Q-1	Quarrying/Extractive
	I-1	Institutional
	P-1	Park
	C-1	Conservancy



DATE: January 21, 2020

SUBJECT: MOTION 20-954 - To approve the 2020 Lease Agreement between the City of Burlington and the Burlington Senior Center, Inc.

SUBMITTED BY: Carina Walters, City Administrator

BACKGROUND/HISTORY:

In July 2017 the City of Burlington adopted a Resolution for a Memorandum of Understanding between the City and Racine County for the purchase property of 587 E. State Street for the use by the Burlington Senior Center in the amount of \$200,000. The City utilized the \$200,000 for the acquisition of \$180,000 for the building. The remaining \$20,000 was utilized to bring the building up to code with respect to life safety items and build an ADA bathroom within the facility.

As the City is the owner and landlord of the building, staff and the City Attorney have drafted a mutually beneficial lease for both parties that has allowed the Senior Center to not pay rent for calendar year 2018; however, the annual lease amount was revisited in October 2018 for possible monthly payments to begin in January 2019. On December 4, 2018, the Common Council approved the 2019 Lease Agreement for the Burlington Senior Center with no rent, allowing for more time to become both profitable and sustainable. The 2020 Agreement remains virtually unchanged, allowing another year of not paying rent in order for them to continue to work towards their goals. The only additional change is additional language that better depicts insurance requirements. The additional language is as follows:

Section 11. INSURANCE.

1. Landlord shall, at its own cost and expense, keep the Building and the Property insured under the same types, amounts, and categories of insurance coverage that the Landlord may, from time to time, elect to procure for its other buildings and properties. During the term of this Agreement, the City of Burlington shall be named as an additional insured with the Senior Center's existing insurance policies/s. The Senior Center being a 501c3 private entity shall have its own General Liability, Worker's Compensation, Auto, Property and Directors and Officers Insurance as well as any other insurance the Senior Center deems necessary specific to running the daily operations of the Center. The City will pay the premiums associated with respect to General Liability. The Directors and Officers Insurance premiums, Workers's Compensation, Auto and Property insurance shall be paid by the Senior Center.

In the event Tenant wishes to obtain insurance coverage (i) for any loss, damage, or theft of its personal property and/or (ii) any other type of insurance not provided by Landlord under this Lease, Tenant shall be solely responsible for obtaining and maintaining, at its own cost and expense, any such insurance coverage.

Insurance Requirements Are:

Additional Insured status is extended from the general liability, automobile liability, umbrella liability, and workers compensation policies in favor of the City of Burlington on a primary and noncontributory basis.

A Waiver of subrogation applies to the general liability, automobile liability, and workers compensation policies in favor of the City of Burlington.

A 30-Day notice of cancellation of insurance will be provided to the City of Burlington.

Minimum Liability, unless otherwise specified:

General Liability: \$1,000,000 per Occurrence, \$2,000,000 Aggregate

Automobile: \$1,000,000 Combined Single Limits

Umbrella Liability: \$5,000,000

Workers Compensation: State Minimum

Additional Coverages may be asked from time to time depending on the contract.

BUDGET/FISCAL IMPACT:

No rent shall be payable by Tenant to Landlord for the entire calendar year 2020. For the year 2021 and thereafter, parties shall negotiate the payment of the rent.

RECOMMENDATION:

Staff and the City Attorney recommend approval of the lease between the City and Burlington Senior Center.

TIMING/IMPLEMENTATION:

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

Attachments

Motion 20-954 2020 Senior Lease Agreement

LEASE AGREEMENT

This Lease Agreement ("Lease" and/or "Agreement") is made and entered into on this date of _____, 2020, by and between Landlord and Tenant for the purpose of leasing to Tenant the commercial building (the "Building") constructed on the parcel of real property (the "Property") owned by Landlord and located at 587 East State Street, Burlington, Wisconsin 53105.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES CONTAINED HEREIN, THE LANDLORD AND TENANT AGREE AS FOLLOWS:

1. ESSENTIAL TERMS. The following terms and provisions are hereby made a part of this Lease, and, to the extent necessary, such terms and provisions are also more fully discussed and defined in the further paragraphs of this Lease:

- a) Landlord: City of Burlington, Wisconsin c/o
City Administrator
300 North Pine Street Burlington,
Wisconsin 53105
- b) Tenant: Burlington Senior Center, Inc., a Wisconsin Section 501(c)(3)
non-stock corporation 587
East State Street
Burlington, Wisconsin 53105
- c) Term: Indefinite, unless and until terminated under the provisions of
Paragraphs 18 or 19 of this Lease.
- d) Rent: No rent (both past rent and future rent) shall be payable by the
Tenant to Landlord for the calendar year 2018. Rent for the
calendar year 2019 and thereafter shall be negotiated by the
parties, as described in below Paragraph Nos. 4 and 24(b)..
- e) Use of Property
and Building: For the operation of a Senior Center, as more fully described in
below Paragraph 2.

2. LEASE OF BUILDING AND PROPERTY. Landlord leases to Tenant, and Tenant leases from Landlord, the Building and Property described in above Paragraph 1. The Building and

Property shall be used by Tenant exclusively for the purpose of providing services and recreational activities (collectively, the "Services") to the Senior Citizens of the City of Burlington, Wisconsin, and its environs. The term "Senior Citizens" shall be defined as persons having an age of Fifty (50) Years or older. Although the primary focus shall always be the provision of Services to the Senior Citizens, (i) persons under the age of 50 may also participate in the Senior Citizen activities held at the Property, and (ii) the Building and Property may be used for other events, at the discretion of Tenant and/or as may be required by law.

3. TERM. The term of this Lease shall continue indefinitely, unless and until the Lease is terminated by a party hereto pursuant to the provisions of below Paragraphs 18 or 19.

4. RENT. No rent shall be payable by Tenant to Landlord for the entire calendar year 2020. For the year 2021 and thereafter, parties shall negotiate the payment of the rent. See below Paragraph No. 24(b) in that regard. When and if the parties do agree upon the payment of such rent by Tenant to Landlord, then the following remaining provisions of this present paragraph shall apply. Tenant shall pay rent to Landlord on a monthly basis. Each monthly rent payment shall be paid by Tenant to Landlord on or before the first day of the month for each such month, with a 5- day grace period allowed for such payment before Tenant may be deemed to be in default under this Lease.

5. USE OF BUILDING AND PROPERTY. Tenant shall use the Building and Property for the purpose specified in above Paragraph 2. Tenant shall not use the Building and Property, nor will it permit its employees, agents, guests and business visitors to use the Building and Property, for (i) any other purpose, (ii) immoral or unlawful purposes; (iii) for purposes which increase Landlord's insurance premiums for the Building and Property; (iv) for purposes which are a nuisance; or (v) any uses which constitute legal waste of the Building or Property. Additionally, Tenant shall not permit or allow any toxic or hazardous materials or waste, or any other substance or material or element prohibited or regulated under any applicable environmental laws or regulations, to be placed upon, deposited on, or otherwise allowed to affect the Building and/or Property.

6. SIGNS. Tenant shall, at its own cost and expense, install a sign upon the Building and/or the Property indicating that the Building and Property is being used as a Senior Center. All signage must be approved by Landlord and meet all existing governmental laws and regulations. Tenant shall, at Tenant's own cost and expense, maintain the sign(s) and keep the same in a good condition.

7. ALTERATIONS AND IMPROVEMENTS. Tenant may, at its own cost and expense, remodel, alter and improve the Building and/or Property. Prior to taking any such steps, however, Tenant shall first obtain Landlord's approval of any such remodeling, alterations or improvements being proposed by Tenant. Any such remodeling, alterations or improvements shall (i) be done in a good workmanlike manner, in full compliance with all applicable governmental laws, rules and regulations, and (ii) be fully and timely paid for by Tenant so that no construction liens (or any other type of an encumbrance) attaches to the Property. All such remodeling, alterations or improvements

so made by Tenant (except for Tenant's business fixtures) shall be the property of and owned by Landlord.

8 RESPONSIBILITY FOR REPAIRS AND MAINTENANCE: TENANT. Tenant shall, at its own cost and expense, and in a time frame approved by Landlord:

- a) Promptly make all repairs reasonably required to keep in good working order and maintain in a good and tenantable condition the entire Building and Property.
- b) Maintain the Building and Property in a clean, neat and sanitary manner, with an attractive and aesthetically pleasing appearance.
- c) Keep the grounds of the Property free and clear of all garbage, debris, litter, or other materials and/or objects.
- d) Repair and/or replace any broken glass windows and/or glass doors of the Building.
- e) Repair and/or replace any of the mechanical systems servicing the Building. (This includes, but is not limited to, the electrical, plumbing, heating, air conditioning, sewer, water and telephone services.)

Any such repair, however, having a cost of One Hundred Dollars (\$100.00) or more shall be the sole responsibility of the Landlord, and done by Landlord, at Landlord's own cost and expense. Any such repair(s) to be done by Landlord, however, shall be undertaken by Landlord at such a time(s), and in such a manner(s), as Landlord may from time to time elect, in Landlord's sole and absolute discretion.

In the event Tenant and/or Tenant's employees or agents, through any negligent and/or intentional act(s) of omission or commission, damages the Building or Property, then Tenant shall be responsible for the full and immediate payment of any costs required to repair such damage (that is not otherwise paid for through Tenant's insurance coverage).

9 RESPONSIBILITY FOR CERTAIN SERVICES: LANDLORD. Landlord shall, at Landlord's own cost and expense:

- a) Keep the grass cut and the shrubs and trees trimmed on the Property, in time frames compatible with the work schedules and project priorities of the Landlord's Department of Public Works.
- b) Keep the sidewalks, entry ways, and parking lot located on the Property reasonably free and clear of all snow and ice, in time frames compatible with the work schedules and project priorities of the Landlord's Department of Public Works.

10. UTILITIES. The Tenant shall timely and fully pay the cost of all utility charges incurred for the use of the Building and Property. Such charges shall include, but not be limited to, the costs pertaining to providing natural gas, electricity, heat, and telephone. Landlord, however, shall pay the charges for municipal sanitary sewer and municipal water service for the Building and Property.

11. INSURANCE. Landlord shall, at its own cost and expense, keep the Building and the Property insured under the same types, amounts, and categories of insurance coverage that the Landlord may, from time to time, elect to procure for its other buildings and properties. During the term of this Agreement, the City of Burlington shall be named as an additional insured with the Senior Center's existing insurance policies/s. The Senior Center being a 501c3 private entity shall have its own General Liability, Worker's Compensation, Auto, Property and Directors and Officers Insurance as well as any other insurance the Senior Center deems necessary specific to running the daily operations of the Center. The City will pay the premiums associated with respect to General Liability. The Directors and Officers Insurance premiums, Worker's Compensation, Auto and Property insurance shall be paid by the Senior Center.

In the event Tenant wishes to obtain insurance coverage (i) for any loss, damage, or theft of its personal property and/or (ii) any other type of insurance not provided by Landlord under this Lease, Tenant shall be solely responsible for obtaining and maintaining, at its own cost and expense, any such insurance coverage.

Insurance Requirements Are:

Additional Insured status is extended from the general liability, automobile liability, umbrella liability, and workers compensation policies in favor of the City of Burlington on a primary and noncontributory basis.

A Waiver of subrogation applies to the general liability, automobile liability, and workers compensation policies in favor of the City of Burlington.

A 30 Day notice of cancellation of insurance will be provided to the City of Burlington.

Minimum Liability, unless otherwise specified:

General Liability: \$1,000,000 per Occurrence, \$2,000,000 Aggregate

Automobile: \$1,000,000 Combined Single Limits

Umbrella Liability: \$5,000,000

Workers Compensation: State Minimum

Additional Coverages may be asked for time to time depending on the contract.

12. WAIVER OF SUBROGATION RIGHTS. To the extent the same is required to effect a mutual waiver of any subrogation rights by the insurance carrier, each of the undersigned parties releases the other party from all liability, whether for negligence or otherwise, in connection with loss covered by any insurance policies which the releasor carries with respect to the Building and/or Property, or any interest or property therein or thereon (whether or not such insurance is required to be carried under this Lease), but only to the extent that such loss is collected under said insurance policies. Such release is also conditioned upon the inclusion in the policy or policies of a provision whereby any such release shall not adversely affect said policies or prejudice any right of the releasor to recover thereunder.

13. ASSIGNMENT AND SUBLEASE. Tenant shall not assign this Agreement or sublease the Building or Property without the Landlord's prior written consent, which consent Landlord may or may not, at Landlord's sole discretion, grant or withhold. In the event of such an assignment or subleasing with the consent of Landlord, however, Tenant shall still be liable to Landlord for Tenant's obligations under this Agreement.

14. SURRENDER OF BUILDING AND PROPERTY. Upon termination of this Lease, Tenant shall return the Building and Property to Landlord in as good condition and repair as when delivered by Landlord, except for ordinary wear and tear, and except for any remaining repair work which is the obligation of the Landlord under this Lease. All alterations, additions, and improvements made to the Building and Property shall remain and be the property of Landlord. All trade and decorative fixtures and other equipment and personal property owned by Tenant shall be removed from the Building and Property by Tenant no later than the termination date. Tenant shall repair any and all damage to the Building and Property caused by removal of the equipment and property. Any trade and decorative fixtures, equipment and personal property not removed by Tenant prior to the termination date shall be considered abandoned and shall become the property of Landlord, at the option of Landlord.

15. INSPECTION AND ACCESS. Landlord shall have the right at any time to enter the Building and Property for the purposes of inspections of the same, and/or to perform any of its duties under this Agreement.

16. COVENANT OF QUIET ENJOYMENT. So long as Tenant fulfills its obligations under this Agreement, Landlord warrants to Tenant that Tenant shall have full and quiet enjoyment of the Building and Property, free from hindrance by Landlord or any person claiming through Landlord, during the term of this Agreement.

17. PARKING. Tenant, and its customers, guests, invitees and employees, may use the parking lot located on the Property. Tenant shall not allow or permit (i) the storage, repair or sale of any vehicles in the parking lot, (ii) the use of the parking lot for any purposes other than the temporary parking of motor vehicles as described above, or (iii) allow motor vehicles to be parked on the grounds of the Property except for in the parking lot.

18. TERMINATION OF THE LEASE. Either party to this Lease may terminate this Lease by giving a written notice of such termination to the other party at least Ninety (90) Days in advance of the date of termination stated in the written notice. No cause shall be required for any such termination.

19. SPECIAL TERMINATION BY LANDLORD. In addition to the right of the Landlord to terminate this Lease by the giving of a 90-day notice as described above, Landlord may also immediately terminate this Lease, without any prior notice (whether oral or written) required to be given by Landlord to Tenant, and without any cause being required, when and if the City of Burlington Common Council determines, in its sole and absolute discretion, and by a two-thirds (2/3) vote of its members elect, that such immediate termination should occur.

20. NOTICE. Any notice required to be given by either party to the other party shall be in writing, and shall be delivered to such other party either by (i) personal service, or by (ii) certified mail in a postpaid envelope addressed to such party at the address specified above in this Lease, or to such other address as may from time to time be designated in writing by such other party. Delivery by certified mail shall be deemed made and completed upon depositing the said postpaid envelope in the United States mail.

21. GOVERNING LAW. This Lease shall be governed by, construed, and enforced in accordance with the laws of the State of Wisconsin. Venue for any legal action arising from or pertaining to this Agreement shall solely and exclusively be Racine County Circuit Court in Racine County, Wisconsin.

22. PARTIES BOUND. The covenants, terms, conditions and provisions of this Lease shall extend to and be binding upon the parties hereto, and their permitted successors and assigns (except that any assignment of this Lease or subleasing of the Building or Property by the Tenant shall require the prior written consent of the Landlord as elsewhere provided in this Lease).

23. BOARD MEMBERSHIP. For so long as this Lease is in existence, the Tenant shall provide in its By-Laws that the Mayor of the City of Burlington, and/or the Mayor's designee, shall be a voting member of the Tenant's Board of Directors.

24. SPECIAL PROVISIONS.

- a) Rent for 2020 and Future Years. No rent shall be payable by Tenant to Landlord for the Lease year 2020. In 2021 and thereafter the rent payable by Tenant to Landlord shall be negotiated by the parties, all as provided in above Paragraph No. 4. In the event, however, that the parties cannot agree upon the rent so due and payable on or before March 31 of the said following year (for the rent for that year), then (i) this Lease shall be deemed automatically terminated, and (ii) Tenant shall within sixty (60) days thereafter vacate the Building and Property, pursuant to the applicable provisions of this Lease.
- b) Common Council Attendance. One or more representatives of Tenant shall attend the Common Council meetings of the City of Burlington, Wisconsin, whenever so requested by the Landlord, to provide information to the Common Council on the status and details of the Tenant's business operations of the Senior Center. Tenant shall also provide such information to the Landlord whenever so requested by the City Administrator, or the City Finance Director, or the City Attorney, or the Mayor of the City of Burlington, Wisconsin.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals on the date first written above.

LANDLORD:
City of Burlington, Wisconsin

TENANT:
Burlington Senior Center, Inc.

By: _____
Jeannie Hefty
Mayor

By: _____

Attest: _____
Diahm Halbach
City Clerk

Attest: _____