

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

8. **Reports** (B. Grandi)

- A. To approve Reports 1 - 5 as submitted.

9. **Payment of Prepaids and Vouchers** (R. Heft)

- A. To approve the Prepaids and Vouchers list for bills accrued through May 19, 2020:

Total Prepaid:	\$ 104,287.93
Total Vouchers:	\$ 237,771.09
EFT	\$ 529,782.50
Grand Total:	\$ 871,841.52

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

- A. To approve a "Class A" Retail Liquor License to Daniel and Roberta Robers for Not Your Grandma's Pantry, located at 165 W. Chestnut Street.

11. **Appointments and Nominations** (J. Schultz)

- Bridget Hinchliffe to replace Mark McMullen on the PFC, term expiring 5/1/2023
- Peter Hintz to be reappointed to PFC, term expiring 5/1/2025

12. **PUBLIC HEARINGS:** NONE

13. **RESOLUTIONS:**

- A. **Resolution 5008(4)** - To adopt a Memorandum of Agreement between the City of Burlington and Federal Aviation Administration (FAA). (T. Preusker)
- B. **Resolution 5009(5)** - To approve a Memorandum of Understanding (MOU) with Flight For Life (FFL) to provide the City of Burlington Paramedic Intercept Services. (T. Bauman)
- C. **Resolution 5010(6)** - To Terminate and Withdraw from the Wisconsin Service Award Program for the Burlington Rescue Squad, Inc. (S. Kott)
- D. **Resolution 5011(7)** - To approve an agreement with The Lakota Group for the development and preparation of a Comprehensive Plan for the City of Burlington. (T. Meyer)

14. **ORDINANCES:**

- A. **Ordinance 2059(2)** - To amend Section 187-7(F)(1), Classes of Licenses and Fees, to authorize the City Clerk as a designated municipal official to issue Operator's Licenses. (B. Grandi)

15. **MOTIONS:**

- A. **Motion 20-968** - To Ratify, Approve and Adopt an Emergency Declaration by the City of Burlington for a Personal Protective Equipment (PPE) Decontamination Services Agreement with Battelle Memorial Institute. *(R. Heft)*

- 16. **ADJOURNMENT** *(S. Rauch)*

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



COMMON COUNCIL REGULAR

ITEM NUMBER 5A

DATE: May 19, 2020

SUBJECT: MEETING MINUTES - To approve the May 5, 2020 Common Council Meeting Minutes.

SUBMITTED BY: Diahnn Halbach, City Clerk

BACKGROUND/HISTORY:

The attached minutes are from the May 5, 2020 Common Council meeting.

BUDGET/FISCAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval of the attached minutes from the May 5, 2020 Common Council meeting.

TIMING/IMPLEMENTATION:

This item is scheduled for final consideration at the May 19, 2020 Common Council meeting.

Attachments

CC Min



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

CITY OF BURLINGTON
Common Council Minutes
Jeannie Hefty, Mayor
Diahnn Halbach, City Clerk
Tuesday, May 5, 2020

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

Mayor Jeannie Hefty called the Common Council meeting via Zoom to order at 8:13 p.m. Roll Call: Present - Alderman Susan Kott, Alderman Theresa Meyer, Alderman Bob Grandi, Alderman Ryan Heft, Alderman Steve Rauch, Alderman Jon Schultz, Alderman Tom Preusker, Alderman Todd Bauman. Excused: None

Student Representatives: Present - None. Excused - Thomas Martin (BHS), Peter DeSmidt (CCHS).

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, Fire Chief Alan Babe, Police Chief Mark Anderson, Human Resource Manager Jason Corbin, and City Intern Nicholas Faust.

2. **Pledge of Allegiance**

3. **Citizen Comments** - Telephone Dial: US: (312) 626-6799, Webinar ID: 725 271 341

There were none.

4. **Chamber of Commerce Representative**

There were none.

5. **Approval of Minutes** - To approve the April 8, 2020 and the April 21, 2020 Common Council Minutes.

Motion: Alderman Grandi. Second: Alderman Heft. Roll Call Vote: Aye - 8. Nay - 0. The motion carried.

6. **Letters and Communications** - None

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

Alderman Bauman thanked staff and everyone working together, for their efforts during the Safer at Home order, which has been extremely stressful for everyone. Bauman also stated that the rally seemed to have gone well and appreciated the police, fire, and DPW for all that they're doing as well.

Alderman Heft gave a shout out to teachers in honor of National Teacher Appreciation Week and commended them for being able to adjust and adapt so quickly during this time.

Alderman Preusker asked to have a future Council meeting to discuss opening businesses.

Assistant City Administrator, Megan Watkins, announced it was City Intern, Nick Faust's, last night working with the City of Burlington and that he would be truly missed. Administrator Walters also said a few words in honor of Nick. Nick then spoke a few words as well. Nick Faust is one of a kind

and everyone enjoyed working with him.

Fire Chief Alan Babe gave an EMS update for the month of April. There were 59 calls with an average response time of 5 minutes 4 seconds and the average turn out time was 1 minute 54 seconds. There were 29 calls for the Town and the average response time from time of call to on scene was 8 minutes 49 seconds. There were 3 reciprocal aids out of the City and a total of 17 calls for fire response with an average response time of 3 minutes 7 seconds. Chief Babe also commended Nick Faust for a job well done and stated "character is what you do when no one else is looking" and that Nick has exemplified that.

Administrator Walters asked the elected officials who have not yet responded with regard to the comprehensive plan and/or the strategic plan, to please respond in order to keep moving forward on those topics. Walters also asked the elected officials to consider the idea of reallocating revolving loan fund dollars to businesses that are struggling and would place on an upcoming Committee of the Whole meeting for discussion.

Alderman Grandi spoke with regard to being on the Pool Board as a representative for the City and felt the City's involvement with the pool has been a big partnership and the help has been tremendous.

8. **Reports** - To approve Reports 1-4 as submitted.
Motion: Alderman Heft. Second: Alderman Meyer. Roll Call Vote: Aye - 8. Nay - 0. The motion carried.
9. **Payment of Prepaids and Vouchers** - To approve the Prepaids and Vouchers list for bills accrued through May 5, 2020.
Motion: Alderman Rauch. Second: Alderman Preusker. Roll Call Vote: Aye - 8. Nay - 0. The motion carried.
10. **Licenses** - To approve Operator's Licenses as submitted.
Motion: Alderman Schultz. Second: Alderman Kott. Roll Call Vote: Aye - 8. Nay - 0. The motion carried.
11. **Special Events** - To approve the Special Event Permit Application as submitted.
Motion: Alderman Preusker. Second: Alderman Rauch. Roll Call Vote: Aye - 8. Nay - 0. The motion carried.
12. **Appointments and Nominations** - None
13. **PUBLIC HEARINGS:** None
14. **RESOLUTIONS:**
 - A. **Resolution 5004(57)** - To approve the Award of Bids for Trash and Recyclables Collection.
Motion: Alderman Bauman. Second: Alderman Grandi. Roll Call Vote: Aye - 6. Nay - 2 (Alderman Meyer, Alderman Rauch). The motion carried 6-2.
 - B. **Resolution 5005(1)**- To approve the Award of Traffic Signal Improvement Project to MP Systems, Inc. for signals located at Bridge Street and Adams Street, Bridge Street and Jefferson Street, and Milwaukee Avenue and Pine Street.
Motion: Alderman Kott. Second: Alderman Heft. Roll Call Vote: Aye - 8. Nay - 0. The motion carried.

- C. **Resolution 5006(2)** - To consider approving a Certified Survey Map for property located at 2457 Browns Lake Drive.

Motion: Alderman Meyer. Second: Alderman Bauman. Roll Call Vote: Aye - 8. Nay - 0. The motion carried.

- D. **Resolution 5007(3)** - To approve a Community Development Investment Grant Agreement between the Wisconsin Economic Development Corporation and the City of Burlington for the Low Daily, LLC.

Motion: Alderman Grandi. Second: Alderman Preusker. Roll Call Vote: Aye - 8. Nay - 0. The motion carried.

15. **ORDINANCES:**

- A. **Ordinance 2058(1)** - To consider approval of a Rezone Map Amendment request at 2457 Browns Lake Drive from I-1 District to Rm-2 District.

Motion: Alderman Heft. Second: Alderman Rauch. Roll Call Vote: Aye - 8. Nay - 0. The motion carried.

16. **MOTIONS:**

- A. **Motion 20-965** - To approve the 2019 Housing Affordability Report.

Motion: Alderman Rauch. Second: Alderman Meyer. Roll Call Vote: Aye - 8. Nay - 0. The motion carried.

- B. **Motion 20-966** - To Ratify, Approve and Adopt an Emergency Declaration by the City of Burlington for a two-month garbage and recycling collection contract with Johns Disposal.

Motion: Alderman Schultz. Second: Alderman Preusker. Roll Call Vote: Aye - 8. Nay - 0. The motion carried.

- C. **Motion 20-967** - To consider the annual insurance renewal with Ansay & Associates, LLC.

Motion: Alderman Preusker. Second: Alderman Grandi. Roll Call Vote: Aye - 8. Nay - 0. The motion carried.

17. **ADJOURNMENT**

Motion: Alderman Bauman. Second: Alderman Preusker. Roll Call Vote: Aye - 8. Nay - 0. The motion carried and the meeting was adjourned at 9:04 p.m.

Minutes respectfully submitted by:

Diahnn C. Halbach
City Clerk
City of Burlington



COMMON COUNCIL REGULAR

ITEM NUMBER 8A

DATE: May 19, 2020

SUBJECT: REPORTS - To approve Reports 1 - 5 as submitted.

SUBMITTED BY: Diahnn Halbach, City Clerk

BACKGROUND/HISTORY:

Attached please find the following reports:

1. Police Fire Commission Minutes, 1-13-20
2. Plan Commission Minutes, 1-14-20
3. Burlington Housing Authority Minutes, 2-19-20
4. Plan Commission Minutes, 4-14-20
5. Committee of the Whole Minutes, 5-5-20

BUDGET/FISCAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends that Council approves the submitted reports.

TIMING/IMPLEMENTATION:

This item is scheduled for consideration at the May 19, 2020 Common Council meeting.

Attachments

PFC Minutes
Plan Minutes
BHA Minutes
Plan Minutes



CITY OF BURLINGTON

POLICE – FIRE COMMISSION

300 North Pine Street, Burlington, Wisconsin 53105
(262) 342-1161



MINUTES

City of Burlington Police and Fire Commission
Burlington Fire Department
165 W. Washington Street, Burlington, Wisconsin
January 13, 2020

1. Call to Order:

Commissioner McMullen called the meeting to order at 5:01p.m.

2. Roll Call:

Commissioners in attendance Mark McMullen, Kevin Morrow, Jeff Erickson, and Chris Miller. Fire Chief Alan Babe, Police Chief Mark Anderson. Peter Hintz was absent.

3. Public Comments:

None.

4. Approval of Minutes

The minutes from the December 3, 2019 PFC meeting was approved on a motion by Commissioner Morrow, seconded by Commissioner Miller all ayes motion carried at 5:02pm.

5. Police Chief Business

None.

6. Fire Chief's Report and Business

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

On a motion by Commissioner Morrow and seconded by Commissioner Miller all ayes carried the motion we reconvened into open session at 7:00pm

On a motion by Commissioner Miller and seconded by Commissioner Morrow, Jaydon Welch, Matthew Gross, and Steve Redlin were added to the Fire Department eligibility list all ayes carried the motion. Brandon Roberts was not added to the eligibility list.

7. Police and Fire Commission Business

We will be moving the future meetings to 224 E. Jefferson Street (Council Chambers in the PD Building) do to the current location at the fire station being turned into a bunk house for the on-duty staff at the fire station.

8. Adjourn

Motion by Commissioner Morrow to adjourn seconded by Commissioner Erickson, all ayes carried the motion at 7:04p.m.

Respectfully submitted,
Commissioner Erickson, Secretary

Please note if you are disabled and have accessibility needs or information interpreted for you, please call the City Clerk's office at 262-342-1161 at least 24 hours prior to the meeting.



Minutes
City of Burlington Plan Commission
January 14, 2020, 6:30 p.m.

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

APPROVAL OF MINUTES

Commissioner Ekes moved, and Alderman Preusker seconded to approve the minutes of December 10, 2019. All were in favor and the motion carried.

LETTERS & COMMUNICATIONS

None

CITIZEN COMMENTS

None

OLD BUSINESS

None

NEW BUSINESS

A. Consideration to recommend approval to the Common Council of a Rezone Map Amendment application from Davel Engineering & Environmental on behalf of the Franciscan Friars for property located at 2457 Browns Lake Drive to rezone all of Lot 2 from I-1, Institutional District to Rm-3, Low Density Multi-Family Residential District, subject to Graef’s memorandum to the Plan Commission.

- Alderman Grandi opened this item for discussion.
- Tanya Fonseca, Graef, explained the owner wants to rezone to clean up the zoning on the properties.
- Alderman Preusker asked what the plans are for the property. Brian Bangart, representative for the owner, stated they cannot manage the property by themselves, so by sectioning off the property it will be easier to sell. Mr. Bangart further stated part of the property will be sectioned off for new senior apartments that will mirror the existing 49-unit apartments, assisted living, and unsure about the remaining property.
- The Commissioners decided after discussion the applicant shall choose a more appropriate zoning for this property. The Commissioners suggested staff help in determining what the appropriate zoning be after talking to the buyers regarding the use for the property.

- There were no further comments.

Alderman Preusker moved, and Commissioner Ekes seconded to table the Rezone Map Amendment until after having a discussion with the owners regarding the determination of the proper zoning for what is being used.

All were in favor and the motion carried.

B. Consideration to recommend approval to the Common Council of a Certified Survey Map Amendment from Davel Engineering & Environmental on behalf of the Franciscan Friars for property located at 2457 Browns Lake to subdivide one parcel into three parcels, subject to Graef's and Kapur & Associates' memorandums to the Plan Commission.

- Alderman Grandi opened this item for discussion.
- There were no comments.

Commissioner Tully moved, and Commissioner Gardner seconded to table the Certified Survey Map until the zoning is ultimately figured out.

All were in favor and the motion carried.

C. Consideration to recommend approval to the Common Council of a Rezone Map Amendment application from Erin Murphy for property located at 257 Kendall Street to rezone the property from I-1, Institutional District to B-3, Professional Office District, subject to Graef's memorandum to the Plan Commission.

- Alderman Grandi opened this item for discussion.
- Ms. Fonseca explained this was an older church, and has been readapted for a different use overtime. Ms. Fonseca further explained the applicant would like to rezone the property to B-3, and even though it is considered spot zoning, it still coexists with the residential area. The applicant intends on having residential quarters on the lower floor of the building, and will apply for a Conditional Use Permit at a future meeting.
- Commissioner Ekes asked the applicant if having only one access off of Kendall Street would be an issue. Erin Murphy, applicant, replied no that is not a problem.
- There were no further comments.

Commissioner Gardner moved, and Commissioner Ekes seconded to recommend approval of a Rezone Map Amendment.

All were in favor and the motion carried.

ADJOURNMENT

Commissioner Tully moved, and Alderman Preusker seconded to adjourn the meeting at 7:04 p.m.

All were in favor and the motion carried.

Recording Secretary
Kristine Anderson
Administrative Assistant

**Housing Authority of City of Burlington Wisconsin
Riverview Manor
February 19, 2020**

The regular monthly meeting of the Housing Authority of City of Burlington Wisconsin was held on Wednesday, February 19, 2020 at 5:30 p.m. at Riverview Manor. The meeting was called to order by Chairman Petersen.

COMMISSIONERS PRESENT: Chairman Petersen, Vice Chairman Heck, Secretary Smith, Commissioners Lapp & Merten and Manager Arlene Odeja.

Minutes from the regular monthly meeting held January 15, 2020 were reviewed. A motion to approve the minutes as written was made by Merten, seconded by Lapp, and carried unanimously.

FINANCIAL REPORT: Copies of the monthly operating statements, bills, and bank statements were dispersed and reviewed by board members including Reserve Account balances as of January 31, 2020. (See statement balance sheet). A motion to approve the financial report as written was made by Lapp, seconded by Merten, and carried unanimously. Sitzberger Associates presented the annual audited report for the 2019 year for the Housing Authority for the City of Burlington. There were no significant findings.

OCCUPANCY REPORT: Manager Odeja reported 57 on the waiting list for one-bedroom units and 4 for two-bedroom units. There are currently no vacancies.

BUILDING AND MAINTENANCE: See attached report. Unit 106 flood costs were received. It was recommended that the resident pay \$100 per month to cover the \$3,000.00 cost.

NEW BUSINESS: Housekeeping staff 90-day review was discussed. Representatives from the Residents Club requested the Board to consider a garden and bird feeders. Further discussion will be held at the next Board Meeting. Upcoming training seminars for the manager were discussed.

ADJOURNMENT: There being no further business, motion to adjourn was made by Merten, seconded by Heck, and carried unanimously. Meeting adjourned at 6:55 p.m. The next monthly meeting is scheduled for March 18, 2020 at 5:30 p.m.



John Smith, Secretary



Minutes
City of Burlington Plan Commission
April 14, 2020, 6:30 p.m.

Mayor Jeannie Hefty called the Plan Commission meeting to order at 6:30 p.m. through Zoom Meetings. Roll call: Aldermen Tom Preusker and Bob Grandi; Commissioners Andy Tully, Chad Redman, John Ekes and Art Gardner were present. Student Representative Mattea Chamberlin excused. Also in attendance, Megan Watkins, Assistant City Administrator/Zoning Administrator; Attorney John Bjelajac; Greg Governatori, Kapur & Associates; and Tanya Fonseca, Graef.

APPROVAL OF MINUTES

Alderman Grandi moved, and Commissioner Ekes seconded to approve the minutes of February 11, 2020.

Roll call vote: Aye-6. Nay-0. Aldermen Preusker and Grandi; Commissioners Tully; Redman; Ekes; and Gardner. Motion carried.

LETTERS & COMMUNICATIONS

None

CITIZEN COMMENTS

None

OLD BUSINESS

A. Consideration to recommend approval to the Common Council of a Certified Survey Map Amendment application from Davel Engineering & Environmental on behalf of the Franciscan Friars for property located at 2457 Browns Lake Drive to subdivide one parcel into three parcels, subject to Graef's and Kapur & Associates' memorandums to the Plan Commission. This item was tabled at the January 14, 2020 meeting.

- Mayor Hefty opened this item for discussion.
- Tanya Fonseca, Graef, explained the Certified Survey Map meets the requirements. However, only the zoning required correction for the use of the lot.
- There were no further comments.

Alderman Preusker moved, and Commissioner Gardner seconded to approve a Certified Survey Map Amendment for 2457 Browns Lake Drive.

Roll call vote: Aye-6, Nay-0 Aldermen Preusker and Grandi; Commissioners Redman; Tully; Ekes; and Gardner. Motion carried.

B. Consideration to recommend approval to the Common Council of a Rezone Map Amendment application from Davel Engineering & Environmental on behalf of the Franciscan Friars for property located at 2457 Browns Lake Drive, to rezone Lot 1 and Lot 2 from I-1, Institutional District and Rm-3, Low Density Multiple-Family Residential District to Rm-2, Multiple-Family Residential district, subject to Graef's memorandum to the Plan Commission. This item was tabled at the January 14, 2020 meeting.

- Mayor Hefty opened this item for discussion.
- Ms. Fonseca explained at the January 14, 2020 meeting the zoning for future uses on this lot did not match current needs, and required correction. Ms. Fonseca stated rezoning Lot 1 and Lot 2 to Rm-2 complies with the uses, but Lot 3 will remain the same.
- There were no further comments.

Commissioner Tully moved, and Alderman Grandi seconded to approve a rezone for 2457 Browns Lake Drive.

Roll call vote: Aye-6, Nay-0 Aldermen Preusker and Grandi; Commissioners Redman; Tully; Ekes; and Gardner. Motion carried.

C. Consideration to approve an extension to the Site Plan at 126 Chapel Terrace with possible variances to the landscaping and lighting requirements pursuant Wisc. Statutes 62.23(7)(e)(1).

- Mayor Hefty opened this item for discussion.
- Ms. Fonseca explained when the Site Plan was presented March 12, 2019 the applicant was seeking to make changes to the parking lot, which has not been submitted.
- Joshua Kuehn, applicant, stated he would like to request 2 years for an extension to the original Site Plan application, with a reduction to the landscaping and lighting plans. Mr. Kuehn explained due to lack of funds because of the economy, work has not been able to commence. Mr. Kuehn stated a few groups meet in the evening that use approximately 25 parking spaces.
- Ensuing discussion, the Commissioners agreed to consider a variance, as long as the applicant came back with a proposed Site Plan showing the landscaping and lighting reduction. Alderman Preusker stated the revised plans would not have to be engineered drawings, just simply use a marker showing the reductions.
- Ms. Fonseca asked if the review by staff level would work, or it requires the Commissioners' approval. Attorney John Bjelajac replied, it is better to have this come back before the Commissioners to review the revised Site Plan.

- Commissioner Gardner stated a final Site Plan was still missing from the original submittal.
- Megan Watkins, Assistant City Administrator/Zoning Administrator, stated the Site Plan expired on March 12, 2020, however, the March Plan Commission meeting was cancelled. Ms. Watkins explained if the Commissioners are considering requesting revised plans for the variances, then an approval for the Site Plan extension is necessary.
- Greg Governatori, Kapur & Associates, commented the lighting and landscaping would not change the storm water plan, and suggested changing out the light fixtures to save on cost. Mr. Kuehn responded he has photo renderings of the proposed plans that he will forward to staff.
- There were no further comments.

Commissioner Tully moved, and Alderman Preusker seconded to table the final Site Plan until a revised version including the variances for the lighting and landscaping are submitted, and approve the extension to the original Site Plan application for 126 Chapel Terrace.

Roll call vote: Aye-6, Nay-0 Aldermen Preusker and Grandi; Commissioners Redman; Tully; Ekes; and Gardner. Motion carried.

Commissioner Redman amended the motion, and Alderman Grandi seconded to approve 24 months for an extension, and waive the \$500 fee to the original Site Plan application.

Roll call vote: Aye-6, Nay-0 Aldermen Preusker and Grandi; Commissioners Redman; Tully; Ekes; and Gardner. Motion carried.

D. Consideration to approve a permanent variance to Ch. 315-27C, pursuant Wisconsin Statutes 62.23 (7)(e)(1), to use the vacant parcel at 216 N. Pine Street as a private parking lot, contingent on approval of a Site Plan by the Plan Commission, and compliance of conditions by the City Planner, City Engineer, and Plan Commission.

- Mayor Hefty opened this item for discussion.
- Attorney Bjelajac stated it is more appropriate to change the sequence, and deal with the Site Plan prior to the permanent variance.
- There were no further comments.

E. Consideration to approve a Site Plan application from Jeremy and Yvonne Bauman for property located at 216 N. Pine Street for a parking lot, subject to Graef's and Kapur & Associates' memorandums to the Plan Commission.

- Mayor Hefty opened this item for discussion.

- Ms. Fonseca explained the applicant proposes the parking lot will have one-way in and one-way out to maximize the number of parking stalls. There has been no lighting or landscaping plans provided. The parking lot requires asphalt, and signage to specify the direction for one-way in and one-way out. Attorney Bjelajac asked that the lighting and landscaping plans be deferred to the Commissioners to vote on, instead of at staff level.
- Mr. Governatori stated the engineering plan for storm water management and parking stalls meets the city ordinance. Yvonne Bauman, applicant, stated they are waiting to hear from WeEnergies regarding the existing light poles, and there will be a 6 foot fence in the back to help mitigate anyone going onto the residential property. Ms. Bauman stated the plans show the greenspace, and questioned if what was being requested are what type of plants are going in. Ms. Fonseca replied the plans would have to be re-reviewed, but does not recall them being clear enough to meet the codes. Ms. Fonseca explained the codes have specific requirements, and more information is required regarding the landscaping ratio calculations. Jeremy Bauman, applicant, stated the plans show adequate amount of greenspace, however, the lighting was not on the plans, and wanted some clarification. Ms. Fonseca answered there may be enough to meet the requirements, but we still need the confirmation for the landscape ratio calculations. Ms. Bauman stated the engineering office has closed and cannot get that information at this time. Mr. Governatori commented he did not want to see confusion regarding the difference between greenspace and landscape plans. Both have different requirements; greenspace is lawn, and landscaping are trees, shrubs, plants, or fences.
- Mr. Bauman stated he was concerned as to when the “Safer At Home” ban will lift and when getting some income for starting the project. Mr. Bauman further stated he would like to keep using the lot and will do what it takes until the revised plans are completed. Commissioner Redman responded the landscaping and lighting plans are still required, but it sounds like the Commission is willing to work with the applicant in allowing more time.
- Attorney Bjelajac explained to the Commissioners if they choose to extend the current temporary variance, then give a specific date, but allow the requested landscape and lighting plans be submitted later. The Site Plan has its own expiration date.
- There were no further comments.

Alderman Preusker moved, and Alderman Grandi seconded to approve the extension to the temporary variance until June 1, 2021, and table the Site Plan for a future meeting that includes landscaping and lighting plan details.

Commissioner Ekes stated he would like to see the detail for the fence in the back, when the applicants come back with the revised Site Plan.

Roll call vote: Aye-6, Nay-0 Aldermen Preusker and Grandi; Commissioners Redman; Tully; Ekes; and Gardner. Motion carried.

NEW BUSINESS

A. Consideration to approve a Site Plan application from Scott Frank for property located at 1700 S. Teut Road to construct Oak Park Place, Phase II for Senior Housing, subject to Graef's, Kapur & Associates', and Burlington Fire Department's memorandums to the Plan Commission.

- Mayor Hefty opened this item for discussion.
- Ms. Fonseca explained Phase II is 61 Independent Senior Living units on three floors. When approving Phase I, it was required that Phase II come back before the Commission with clarification to the parking, lighting, and landscaping plans. The applicant is asking for a parking reduction than what is required in the city code, which can change the lighting and landscaping plan.
- Mr. Governatori stated the applicant had to add 30 more parking spots. Mr. Governatori further stated the applicant is required to update the storm water management run-off, grading plans, water main easement from Phase I, a copy of the storm water maintenance agreement from the original Phase I requirement, plus any other items listed in the memorandum. Attorney Bjelajac informed the applicant he has the water main easement file, which needs recording.
- Alderman Preusker asked if the applicant was looking for a reduction in parking spots. Bradley Servin, representative, explained Phase I has an excess of 35 parking stalls and most residents only have one vehicle. The proposed number of parking stalls is 122, even though 94 parking stalls are required for residents, staff, and visitors. Mr. Servin corrected Ms. Fonseca that this is a 4-story structure and not a 3-story structure. Mr. Servin stated they recognize that additional lighting, landscaping, and storm water management is required due to the additional parking spots. Mr. Servin further stated we are proposing a reduction in the parking requirements.
- Commissioner Tully stated he is aware of neighbors on Euphoria Drive having concerns regarding the lighting for this addition. Mr. Servin responded he believes the lighting has a full cut-off at the property line, and will not exceed the city requirements.
- Commissioner Preusker suggested that at a future meeting the city should change the ordinance to reduce standard parking requirements for senior living housing, since most only have one vehicle or are unable to drive.
- Commissioner Tully questioned if the earth mound in front of the building is going to go away with this new addition. Mr. Servin replied they are working with Wisconsin Power Linea to relocate the utility poles, and hoping that the mound can go down.
- Attorney Bjelajac asked if the Commissioners have the final version of the Site Plan to make a decision. Mr. Servin explained the building and parking layout are completed. Mr. Servin stated the grading, storm water management, landscaping, and lighting plans still require finalization, assuming there is a conditional approval with the parking layout as proposed.

- There were no further comments.

Commissioner Ekes moved, and Commissioner Gardner seconded to approve the Site Plan as presented.

Alderman Preusker amended, Alderman Grandi seconded to approve the Site Plan to include the conditions the grading plans, landscaping plans, lighting plans and other missing items be submitted for a future meeting.

Roll call vote: Aye-6, Nay-0 Aldermen Preusker and Grandi; Commissioners Redman; Tully; Ekes; and Gardner. Motion carried.

ADJOURNMENT

Alderman Preusker moved, and Commissioner Ekes seconded to adjourn the meeting at 8:02 p.m.

All were in favor and the motion carried.

Recording Secretary
Kristine Anderson
Administrative Assistant



DATE: May 19, 2020

SUBJECT: **PREPAID AND VOUCHERS** - To approve the Prepaid and Vouchers list for bills accrued through May 19, 2020.

SUBMITTED BY: Steven DeQuaker, Finance Director

BACKGROUND/HISTORY:

Attached please find the Prepaid and Voucher list for bills accrued through May 19, 2020:

Total Prepaid:	\$ 104,287.93
Total Vouchers:	\$ 237,771.09
EFT	\$ 529,782.50
Grand Total:	\$ 871,841.52

BUDGET/FISCAL IMPACT:

5 Largest Disbursements on the Prepaid and Voucher List:

1. \$465,000.00 Outgoing Money Transfer - Chase Bank - Bond Principal Payment
2. \$ 92,869.50 Ewald Motors - (Three) 2020 Chevrolet Silverado 2500 for DPW
3. \$ 64,782.50 Outgoing Money Transfer - Chase Bank - Bond Principal Payment
4. \$ 48,871.55 Johns Disposal Service - Contracted Billing-Garbage/Recycle
5. \$ 33,677.50 Hogen Electric, Inc. - Generator Well No. 7 Project

RECOMMENDATION:

Staff recommends that the Common Council accept and approve these Prepaid and Vouchers in the amount of \$871,841.52.

TIMING/IMPLEMENTATION:

This item is scheduled for consideration at the May 19, 2020 Common Council meeting.

Attachments

- Prepaid 05.01.20
- Prepaid 05.08.20
- Vouchers 05.19.20

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
100444411000						
100-444411-000 COURT FINES & COSTS	RACINE COUNTY TREASURER	Racine Co Jail Assessment	2020APR	05/01/2020	1,633.21	
100-444411-000 COURT FINES & COSTS	RACINE COUNTY TREASURER	Racine Co Surcharge	2020APR	05/01/2020	256.88	
100-444411-000 COURT FINES & COSTS	ST OF WISC CONTROLLER'S O	ST OF WI CONTROLLER OFFICE APRIL	2020APRIL	05/01/2020	6,618.83	
Total 100444411000:					8,508.92	
100454521001						
100-454521-001 BOND FEES	RACINE COUNTY CLERK OF C	Itzenhuiser, Anthony D #20-4697	20-4697	04/29/2020	150.00	
Total 100454521001:					150.00	
100515132225						
100-515132-225 ADMIN - TELEPHONE	AT & T	171 798 6300 001 Ad,om	8806924507	04/19/2020	333.76	
100-515132-225 ADMIN - TELEPHONE	VERIZON WIRELESS	VERIZON ADMIN 286396851-00001	9853160288	04/23/2020	359.20	
Total 100515132225:					692.96	
100515132310						
100-515132-310 ADMIN - OFF SUPP-POSTA	DOCUMENT SALES AND DISTRI	Building Permit Seals - Order #20-001338	20-001338	04/29/2020	335.11	
Total 100515132310:					335.11	
100515141225						
100-515141-225 FINANCE - TELEPHONE	AT & T	171 798 6300 001 Finance	8806924507	04/19/2020	200.25	
100-515141-225 FINANCE - TELEPHONE	VERIZON WIRELESS	VERIZON FINANCE 286396851-00001	9853160288	04/23/2020	46.59	
Total 100515141225:					246.84	
100515141330						
100-515141-330 FINANCE - TRAVEL	DEQUAKER, STEVE	Reimbursement - Mileage	2020APR	04/29/2020	8.05	
Total 100515141330:					8.05	
100515181225						
100-515181-225 HR-Telephone	VERIZON WIRELESS	VERIZON HUMAN RESOURCE 286396851-00001	9853160288	04/23/2020	39.69	
Total 100515181225:					39.69	
100525211225						
100-525211-225 POLICE - TELEPHONE	AT & T	057 736 7870 001	262767138904 20	04/21/2020	355.84	
100-525211-225 POLICE - TELEPHONE	AT & T	831 000 7991 401	3777184503	04/11/2020	1,214.52	
100-525211-225 POLICE - TELEPHONE	AT & T	171 798 6300 001 Police	8806924507	04/19/2020	534.01	
100-525211-225 POLICE - TELEPHONE	VERIZON WIRELESS	VERIZON POLICE 286396851-00001	9853160288	04/23/2020	863.69	
Total 100525211225:					2,968.06	
100525211239						
100-525211-239 POLICE - EQUIPMENT NON	AMAZON CAPITAL SERVICES, I	Inflatable Life Jacket	1WC6-WK1P-979L	04/17/2020	839.92	
Total 100525211239:					839.92	
100525211310						
100-525211-310 POLICE - OFF SUPP-POSTA	SCHACK, RUSTUN	Reimburse-USPS for Evidence	043020	04/30/2020	15.05	
Total 100525211310:					15.05	
100525220220						
100-525220-220 FIRE - UTILITY SERVICES	WE ENERGIES	8403-026-057	8403026057APR20	04/23/2020	1,286.44	

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
Total 100525220220:					1,286.44	
100525220225						
100-525220-225 FIRE - TELEPHONE	VERIZON WIRELESS	VERIZON FIRE 286396851-00001	9853160288	04/23/2020	202.35	
Total 100525220225:					202.35	
100525220295						
100-525220-295 Medical Service/Supply	Babe, Alan	Reimburse - Covid 19	031520	04/24/2020	46.98	
Total 100525220295:					46.98	
100525231225						
100-525231-225 BLDG INSP - TELEPHONE	VERIZON WIRELESS	VERIZON BLDG DEPARTMENT	9853160288	04/23/2020	54.69	
Total 100525231225:					54.69	
100535321225						
100-535321-225 STREETS - TELEPHONE	VERIZON WIRELESS	VERIZON STREET 286396851-00001	9853160288	04/23/2020	157.06	
Total 100535321225:					157.06	
100535321261						
100-535321-261 STREETS - LIGHTING UTILI	WE ENERGIES	0455-414-409	0455414409APR20	04/22/2020	243.75	
100-535321-261 STREETS - LIGHTING UTILI	WE ENERGIES	4404-149-064	4404149064APR20	04/22/2020	40.71	
100-535321-261 STREETS - LIGHTING UTILI	WE ENERGIES	5406-087-899	5406087899APR20	04/22/2020	100.49	
Total 100535321261:					384.95	
100555551220						
100-555551-220 PARKS - UTILITIES	WE ENERGIES	0435-566-939	0435566939APR20	04/22/2020	30.95	
Total 100555551220:					30.95	
100555551225						
100-555551-225 PARKS - TELEPHONE	VERIZON WIRELESS	VERIZON PARK 286396851-00001	9853160288	04/23/2020	71.72	
Total 100555551225:					71.72	
100565639399						
100-565639-399 ECONOMIC DEVELOPMENT	CLINICAL PSYCHOLOGY ASSO	Approved Grant	043020	04/30/2020	10,000.00	
Total 100565639399:					10,000.00	
251555511225						
251-555511-225 TELEPHONE	AT & T	171 798 6300 001 Library	8806924507	04/19/2020	267.01	
Total 251555511225:					267.01	
251555511247						
251-555511-247 REPAIR,MAINTENANCE BUI	REINEMANS, INC.	Supplies-Library	179264	04/23/2020	9.89	
251-555511-247 REPAIR,MAINTENANCE BUI	VORPAGEL SERVICE INC.	Rebuild Valves & No Heat	46274	04/22/2020	3,948.24	
Total 251555511247:					3,958.13	
251555511310						
251-555511-310 OFFICE SUPPLIES, POSTA	AMAZON.COM/GE MONEY	60457 8781 011616 6	0410AMAZ	04/10/2020	73.21	

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
Total 251555511310:					73.21	
251555511318						
251-555511-318 AUTOMATION	AMAZON.COM/GE MONEY	60457 8781 011616 6	0410AMAZ	04/10/2020	56.64	
Total 251555511318:					56.64	
251555511327						
251-555511-327 MATERIALS	FINDAWAY WORLD LLC	Audiobook	316990	03/11/2020	360.95	
Total 251555511327:					360.95	
251555511345						
251-555511-345 PROGRAMS	AMAZON.COM/GE MONEY	60457 8781 011616 6	0410AMAZ	04/10/2020	42.97	
Total 251555511345:					42.97	
621575740220						
621-575740-220 WWTP-ELECTRIC	WE ENERGIES	0469-455-267	0469455267APR20	04/21/2020	165.62	
621-575740-220 WWTP-ELECTRIC	WE ENERGIES	1887-026-576	1887026576APR20	04/23/2020	14,035.52	
621-575740-220 WWTP-ELECTRIC	WE ENERGIES	3602-583-285	3602583285APR20	04/22/2020	39.20	
Total 621575740220:					14,240.34	
621575740225						
621-575740-225 TELEPHONE	VERIZON WIRELESS	VERIZON WWTP 286396851-00001	9853160288	04/23/2020	68.57	
Total 621575740225:					68.57	
621575740310						
621-575740-310 OFFICE SUPPLIES, POSTA	TIME WARNER CABLE	Acc#702658601 SCADA	702658601041820	04/18/2020	124.94	
Total 621575740310:					124.94	
622509210000						
622-509210-000 OFFICE SUPPLY	VERIZON WIRELESS	VERIZON WATER DEPT	9853160288	04/23/2020	79.45	
Total 622509210000:					79.45	
875232000						
875-232000 MUNICIPAL COURT DEP	TAYLOR, EUGENE	REFUND-DISMISSED CITATION	042920	04/29/2020	92.50	
Total 875232000:					92.50	
Grand Totals:					45,404.45	

Dated: _____

Motion for Approval by: _____

Motion Seconded by: _____

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
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GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
100434312000						
100-434312-000 OPERATOR LICENSES	GOOSEBERRIES	REFUND-LICENSE JULIA MALDONADO	REFUND	05/08/2020	40.00	05/08/2020
Total 100434312000:					40.00	
100454521001						
100-454521-001 BOND FEES	PLEASANT PRAIRIE MUNICIPAL	Ramos, Samantha R #19293	19293	05/05/2020	149.20	05/08/2020
Total 100454521001:					149.20	
100454591000						
100-454591-000 PARK DEPT	MCCANNA PATRICK	REFUND-PARK RESERVATION	REFUND 050520	05/05/2020	150.00	05/08/2020
100-454591-000 PARK DEPT	OSMOLAK, DEBBIE	REFUND-PARK RESERVATION	REFUND 050520	05/05/2020	150.00	05/08/2020
100-454591-000 PARK DEPT	NADELHOFFER, NATE	REFUND-PARK RESERVATION	REFUND 050520	05/05/2020	400.00	05/08/2020
Total 100454591000:					700.00	
100515121225						
100-515121-225 MUNI COURT - TELEPHONE	TIME WARNER CABLE	Acct#089478701 MUNI COURT	089478701050120	05/01/2020	15.05	05/08/2020
Total 100515121225:					15.05	
100515121248						
100-515121-248 MUNI COURT - REP & MAIN	OFFICE FURNITURE WAREHOU	Acrylic Barrier	QT-02439-B	05/06/2020	249.50	05/08/2020
Total 100515121248:					249.50	
100515131225						
100-515131-225 MAYOR-TELEPHONE	TIME WARNER CABLE	Acct#089478701 MAYOR	089478701050120	05/01/2020	17.44	05/08/2020
Total 100515131225:					17.44	
100515132220						
100-515132-220 ADMIN - UTILITIES	WE ENERGIES	5843-033-004 (split)	5843033004APR20	04/29/2020	385.42	05/08/2020
100-515132-220 ADMIN - UTILITIES	TIME WARNER CABLE	Acct#089478701 ADMIN	089478701050120	05/01/2020	398.20	05/08/2020
Total 100515132220:					783.62	
100515132225						
100-515132-225 ADMIN - TELEPHONE	AT & T	262 767-1389 327 6	262767138904 20*	04/28/2020	383.29	05/08/2020
Total 100515132225:					383.29	
100515132248						
100-515132-248 REPAIRS & MAINT BUILDIN	OFFICE FURNITURE WAREHOU	Acrylic Barrier	QT-02435-B	05/05/2020	1,263.50	05/08/2020
Total 100515132248:					1,263.50	
100515132298						
100-515132-298 ADMIN - CONTRACT SERVI	AT & T	262 767-1904 046 8 (split)	262767190404 20	04/28/2020	273.05	05/08/2020
Total 100515132298:					273.05	
100515141220						
100-515141-220 FINANCE - UTILITY SERVIC	WE ENERGIES	5843-033-004 (split)	5843033004APR20	04/29/2020	234.00	05/08/2020
100-515141-220 FINANCE - UTILITY SERVIC	TIME WARNER CABLE	Acct#089478701 FINANCE	089478701050120	05/01/2020	169.36	05/08/2020
Total 100515141220:					403.36	

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
100515141298						
100-515141-298 FINANCE - CONTRACT SER	AT & T	262 767-1904 046 8 (split)	262767190404 20	04/28/2020	273.05	05/08/2020
Total 100515141298:					273.05	
100515142505						
100-515142-505 Elections - Legal Fees	KROGER	Customer # MI0649: Water	0320090930	04/07/2020	18.45	05/08/2020
Total 100515142505:					18.45	
100515181220						
100-515181-220 HR-UTILITY SERVICES	TIME WARNER CABLE	Acc#089478701 HR	089478701050120	05/01/2020	37.26	05/08/2020
Total 100515181220:					37.26	
100525211220						
100-525211-220 POLICE - UTILITY SERVICE	TIME WARNER CABLE	Acc#089478701 POLICE	089478701050120	05/01/2020	796.65	05/08/2020
Total 100525211220:					796.65	
100525211240						
100-525211-240 POLICE - FUEL, OIL	VOYAGER FLEET SYSTEMS IN	Voyager Acct. 869297630 Police Dept	APR2020	05/01/2020	1,155.11	05/08/2020
Total 100525211240:					1,155.11	
100525220220						
100-525220-220 FIRE - UTILITY SERVICES	WE ENERGIES	8419-416-558	8419416558APR20	04/27/2020	17.95	05/08/2020
100-525220-220 FIRE - UTILITY SERVICES	TIME WARNER CABLE	Acc#079780001 FIRE	079780001050120	05/01/2020	152.23	05/08/2020
100-525220-220 FIRE - UTILITY SERVICES	TIME WARNER CABLE	Acc#089478701 FIRE	089478701050120	05/01/2020	224.06	05/08/2020
Total 100525220220:					394.24	
100525220240						
100-525220-240 FIRE - FUEL, OIL, LUBRICA	VOYAGER FLEET SYSTEMS IN	Voyager Acct. 869297630 Fire Dept	APR2020	05/01/2020	235.45	05/08/2020
Total 100525220240:					235.45	
100525231220						
100-525231-220 BLDG INSP UTILITIES	WE ENERGIES	5843-033-004 (split)	5843033004APR20	04/29/2020	68.83	05/08/2020
100-525231-220 BLDG INSP UTILITIES	TIME WARNER CABLE	Acc#089478701 BLDG INSPECT	089478701050120	05/01/2020	23.89	05/08/2020
Total 100525231220:					92.72	
100525231372						
100-525231-372 BLDG INSP - AUTO EXPENS	VOYAGER FLEET SYSTEMS IN	Voyager Acct. 869297630 Bldg Insp	APR2020	05/01/2020	9.36	05/08/2020
Total 100525231372:					9.36	
100535321220						
100-535321-220 STREETS - UTILITIES	WE ENERGIES	1638-891-345 (split)	1638891345APR20	04/28/2020	617.07	05/08/2020
100-535321-220 STREETS - UTILITIES	WE ENERGIES	8430-081-671 (split)	8430081671APR20	04/27/2020	159.30	05/08/2020
100-535321-220 STREETS - UTILITIES	TIME WARNER CABLE	Acc#089478701 STREETS	089478701050120	05/01/2020	248.91	05/08/2020
Total 100535321220:					1,025.28	
100535321240						
100-535321-240 STREETS - FUEL, OIL & LU	VOYAGER FLEET SYSTEMS IN	Voyager Acct. 869297630 Street Dept	APR2020	05/01/2020	363.57	05/08/2020

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
Total 100535321240:					363.57	
100535321261						
100-535321-261	STREETS - LIGHTING UTILI	WE ENERGIES	0818-594-802	0818594802APR20	04/28/2020	17.33 05/08/2020
100-535321-261	STREETS - LIGHTING UTILI	WE ENERGIES	0819-473-268	0819473268APR20	04/29/2020	61.08 05/08/2020
100-535321-261	STREETS - LIGHTING UTILI	WE ENERGIES	0838-352-542	0838352542APR20	04/27/2020	34.14 05/08/2020
100-535321-261	STREETS - LIGHTING UTILI	WE ENERGIES	0850-628-152	0850628152APR20	04/27/2020	288.87 05/08/2020
100-535321-261	STREETS - LIGHTING UTILI	WE ENERGIES	2023-503-060	2023503060APR20	04/28/2020	139.64 05/08/2020
100-535321-261	STREETS - LIGHTING UTILI	WE ENERGIES	4432-157-647	4432157647APR20	04/29/2020	17,913.99 05/08/2020
100-535321-261	STREETS - LIGHTING UTILI	WE ENERGIES	5043-084-318	5043084318APR20	04/24/2020	35.61 05/08/2020
100-535321-261	STREETS - LIGHTING UTILI	WE ENERGIES	5459-100-732	5459100732APR20	04/29/2020	276.23 05/08/2020
100-535321-261	STREETS - LIGHTING UTILI	WE ENERGIES	5465-979-181	5465979181APR20	04/24/2020	60.82 05/08/2020
100-535321-261	STREETS - LIGHTING UTILI	WE ENERGIES	5644-617-733	5644617733APR20	04/28/2020	148.93 05/08/2020
100-535321-261	STREETS - LIGHTING UTILI	WE ENERGIES	5695-147-539	5695147539APR20	04/29/2020	214.50 05/08/2020
100-535321-261	STREETS - LIGHTING UTILI	WE ENERGIES	6893-002-943	6893002943APR20	04/27/2020	17.33 05/08/2020
100-535321-261	STREETS - LIGHTING UTILI	WE ENERGIES	7245-068-041	7245068041APR20	04/29/2020	176.77 05/08/2020
100-535321-261	STREETS - LIGHTING UTILI	WE ENERGIES	7255-756-558	7255756558APR20	04/23/2020	21.51 05/08/2020
100-535321-261	STREETS - LIGHTING UTILI	WE ENERGIES	7467-500-426	7467500426APR20	04/29/2020	251.71 05/08/2020
100-535321-261	STREETS - LIGHTING UTILI	WE ENERGIES	8499-073-119	8499073119APR20	04/29/2020	213.64 05/08/2020
100-535321-261	STREETS - LIGHTING UTILI	WE ENERGIES	9418-285-345	9418285345APR20	04/29/2020	66.53 05/08/2020
Total 100535321261:					19,938.63	
100535321310						
100-535321-310	STREETS - OFF SUPP/POS	TIME WARNER CABLE	Acct#079820101 STREET	079820101050120	05/01/2020	76.15 05/08/2020
Total 100535321310:					76.15	
100535321350						
100-535321-350	STREETS - REP MAINT SUP	CULLIGAN OF BURLINGTON	500-19385673-8 (split)	2019APRDPW	04/30/2020	23.36 05/08/2020
Total 100535321350:					23.36	
100535321354						
100-535321-354	STREETS-PARKNG STRUC	WE ENERGIES	7082-958-528	7082958528APR20	04/29/2020	545.74 05/08/2020
Total 100535321354:					545.74	
100555551220						
100-555551-220	PARKS - UTILITIES	WE ENERGIES	1269-762-568	1269762568APR20	04/28/2020	31.78 05/08/2020
100-555551-220	PARKS - UTILITIES	WE ENERGIES	1638-891-345 (split)	1638891345APR20	04/28/2020	308.53 05/08/2020
100-555551-220	PARKS - UTILITIES	WE ENERGIES	2428-946-714	2428946714APR20	04/29/2020	436.08 05/08/2020
100-555551-220	PARKS - UTILITIES	WE ENERGIES	3243-370-777	3243370777APR20	04/30/2020	20.50 05/08/2020
100-555551-220	PARKS - UTILITIES	WE ENERGIES	3698-542-543	3698542543APR20	04/29/2020	16.25 05/08/2020
100-555551-220	PARKS - UTILITIES	WE ENERGIES	6211-699-899	6211699899APR20	04/28/2020	40.93 05/08/2020
100-555551-220	PARKS - UTILITIES	WE ENERGIES	8430-081-671 (split)	8430081671APR20	04/27/2020	79.66 05/08/2020
100-555551-220	PARKS - UTILITIES	WE ENERGIES	8893-353-410	8893353410APR20	05/04/2020	17.74 05/08/2020
100-555551-220	PARKS - UTILITIES	WE ENERGIES	9274-302-992	9274302992APR20	05/04/2020	17.33 05/08/2020
100-555551-220	PARKS - UTILITIES	TIME WARNER CABLE	Acct#089478701 PARKS	089478701050120	05/01/2020	59.72 05/08/2020
Total 100555551220:					1,028.52	
100555551240						
100-555551-240	PARKS - FUEL, OIL, LUBRIC	VOYAGER FLEET SYSTEMS IN	Voyager Acct. 869297630 Parks Dept	APR2020	05/01/2020	122.25 05/08/2020
Total 100555551240:					122.25	

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
10055551310						
100-55551-310 PARKS - OFFICE SUPP, PO	TIME WARNER CABLE	Acc#079820101 PARKS	079820101050120	05/01/2020	76.15	05/08/2020
Total 10055551310:					76.15	
10055551350						
100-55551-350 PARKS - REPAIR/MTCE SUP	CULLIGAN OF BURLINGTON	500-19385673-8 (split)	2019APRDPW	04/30/2020	11.68	05/08/2020
Total 10055551350:					11.68	
251555511220						
251-55551-220 UTILITIES	WE ENERGIES	0810-148-657	0810148657APR20	04/29/2020	454.79	05/08/2020
251-55551-220 UTILITIES	WE ENERGIES	5852-857-487	5852857487APR20	04/28/2020	250.97	05/08/2020
Total 251555511220:					705.76	
251555511345						
251-55551-345 PROGRAMS	STAPLES BUSINESS ADVANTA	STAPLES LIBRARY SUPPLIES	7307219001-0-1	04/27/2020	29.88	05/08/2020
Total 251555511345:					29.88	
458525220240						
458-525220-240 Fuel, Oil, Lubricants	VOYAGER FLEET SYSTEMS IN	Voyager Acct. 869297630933 Ambulance	APR2020	05/01/2020	178.82	05/08/2020
Total 458525220240:					178.82	
621575740220						
621-575740-220 WWTP-ELECTRIC	WE ENERGIES	0225-428-357 (split)	0225428357APR20	05/01/2020	184.45	05/08/2020
621-575740-220 WWTP-ELECTRIC	WE ENERGIES	4847-248-215	4847248215APR20	04/27/2020	246.03	05/08/2020
621-575740-220 WWTP-ELECTRIC	WE ENERGIES	4897-650-087	4897650087APR20	04/27/2020	111.78	05/08/2020
621-575740-220 WWTP-ELECTRIC	WE ENERGIES	6212-377-525	6212377525APR20	04/28/2020	3,822.01	05/08/2020
Total 621575740220:					4,364.27	
621575740222						
621-575740-222 GAS	WE ENERGIES	0225-428-357 (split)	0225428357APR20	05/01/2020	10.34	05/08/2020
621-575740-222 GAS	WE ENERGIES	0862-239-067	0862239067APR20	04/27/2020	1,826.26	05/08/2020
621-575740-222 GAS	WE ENERGIES	2663-378-614	2663378614APR20	04/27/2020	138.80	05/08/2020
621-575740-222 GAS	WE ENERGIES	3646-902-199	3646902199APR20	04/27/2020	43.64	05/08/2020
Total 621575740222:					2,019.04	
621575740225						
621-575740-225 TELEPHONE	TIME WARNER CABLE	Acc#089478701 SEWER	089478701050120	05/01/2020	248.91	05/08/2020
Total 621575740225:					248.91	
621575740240						
621-575740-240 FUEL, OIL AND LUBRICANT	VOYAGER FLEET SYSTEMS IN	Voyager Acct. 869297630 WWTP	APR2020	05/01/2020	246.76	05/08/2020
Total 621575740240:					246.76	
621575740310						
621-575740-310 OFFICE SUPPLIES, POSTA	TIME WARNER CABLE	Acc#079820101 WWTP	079820101050120	05/01/2020	76.15	05/08/2020
Total 621575740310:					76.15	
622506220000						
622-506220-000 POWER	WE ENERGIES	0882-547-355 (split)	0882547355APR20	04/28/2020	3,907.49	05/08/2020

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
622-506220-000 POWER	WE ENERGIES	3076-628-864	3076628864APR20	04/29/2020	2,719.13	05/08/2020
622-506220-000 POWER	WE ENERGIES	3267-293-366	3267293366APR20	04/27/2020	678.79	05/08/2020
622-506220-000 POWER	WE ENERGIES	3457-108-505	3457108505APR20	04/27/2020	3,673.27	05/08/2020
622-506220-000 POWER	WE ENERGIES	6271-254-861 (split)	6271254861APR20	04/28/2020	2,169.91	05/08/2020
622-506220-000 POWER	WE ENERGIES	7255-465-187	7255465187APR20	04/27/2020	133.41	05/08/2020
Total 622506220000:					13,282.00	
622506230000						
622-506230-000 SUPPLIES	WE ENERGIES	0882-547-355 (split)	0882547355APR20	04/28/2020	53.61	05/08/2020
622-506230-000 SUPPLIES	WE ENERGIES	1438-804-919	1438804919APR20	04/29/2020	15.27	05/08/2020
622-506230-000 SUPPLIES	WE ENERGIES	1473-005-365	1473005365APR20	05/03/2020	49.71	05/08/2020
622-506230-000 SUPPLIES	WE ENERGIES	6271-254-861 (split)	6271254861APR20	04/28/2020	45.91	05/08/2020
622-506230-000 SUPPLIES	WE ENERGIES	6499-874-589	6499874589APR20	04/27/2020	28.68	05/08/2020
622-506230-000 SUPPLIES	WE ENERGIES	9259-879-303	9259879303APR20	04/28/2020	10.79	05/08/2020
Total 622506230000:					203.97	
622509210000						
622-509210-000 OFFICE SUPPLY	TIME WARNER CABLE	Acct#079820101 WATER	079820101050120	05/01/2020	76.15	05/08/2020
622-509210-000 OFFICE SUPPLY	TIME WARNER CABLE	Acct#089478701 WATER	089478701050120	05/01/2020	149.30	05/08/2020
Total 622509210000:					225.45	
622509330000						
622-509330-000 TRANSPORTATION-SUPPLI	VOYAGER FLEET SYSTEMS IN	Voyager Acct. 869297630 Water Dept	APR2020	05/01/2020	173.38	05/08/2020
Total 622509330000:					173.38	
622509350000						
622-509350-000 GENERAL PLANT-SUPPLIE	CULLIGAN OF BURLINGTON	500-19385673-8 (split)	2019APRDPW	04/30/2020	23.36	05/08/2020
622-509350-000 GENERAL PLANT-SUPPLIE	WE ENERGIES	1638-891-345 (split)	1638891345APR20	04/28/2020	617.07	05/08/2020
622-509350-000 GENERAL PLANT-SUPPLIE	WE ENERGIES	8430-081-671 (split)	8430081671APR20	04/27/2020	159.30	05/08/2020
Total 622509350000:					799.73	
623575740200						
623-575740-200 FUEL FOR RESALE	ASCENT AVIATION GROUP, INC	JET A	676589	04/29/2020	5,670.18	05/08/2020
Total 623575740200:					5,670.18	
623575740310						
623-575740-310 OPERATING SUPPLIES	CULLIGAN OF BURLINGTON	500-08374241-0 Burlington Municipal Airport	2020MAYAIR	04/30/2020	58.75	05/08/2020
Total 623575740310:					58.75	
875232000						
875-232000 MUNICIPAL COURT DEP	BURR, KYLE	REFUND-TOWN OF BURL BOATING CITATION	S613115	05/04/2020	98.80	05/08/2020
Total 875232000:					98.80	
Grand Totals:					58,883.48	

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

Motion for Approval by: _____

Motion Seconded by: _____

Invoice	Seq	Type	Description	Invoice Date	Due Date	Total Cost	Period	GL Account
05/19/2020								
ALSCO (117)								
IMIL1547147								
IMIL1547147	1	Invoice	ALSCO - FIRE DEPT CUSTOMER #012	03/11/2020	05/19/2020	82.93	05/20	100-525220-248
Total IMIL1547147:						82.93		
IMIL1552040								
IMIL1552040	1	Invoice	ALSCO WWTP Cust # 012231 (split)	03/25/2020	05/19/2020	68.86	05/20	621-575740-249
IMIL1552040	2	Invoice	ALSCO WWTP Cust # 012231 (split)	03/25/2020	05/19/2020	171.25	05/20	621-575740-244
Total IMIL1552040:						240.11		
IMIL1556494								
IMIL1556494	1	Invoice	ALSCO WWTP Cust # 012231 (split)	04/08/2020	05/19/2020	141.87	05/20	621-575740-244
IMIL1556494	2	Invoice	ALSCO WWTP Cust # 012231 (split)	04/08/2020	05/19/2020	98.24	05/20	621-575740-249
Total IMIL1556494:						240.11		
IMIL1560612								
IMIL1560612	1	Invoice	ALSCO WWTP Cust # 012231 (split)	04/22/2020	05/19/2020	98.24	05/20	621-575740-249
IMIL1560612	2	Invoice	ALSCO WWTP Cust # 012231 (split)	04/22/2020	05/19/2020	141.87	05/20	621-575740-244
Total IMIL1560612:						240.11		
AMAZON CAPITAL SERVICES, INC (9555)								
1JQ9-6K7J-HFNW								
1JQ9-6K7J-HFNW	1	Invoice	Webcam	05/07/2020	05/19/2020	62.99	05/20	100-525211-310
Total 1JQ9-6K7J-HFNW:						62.99		
ASPHALT CONTRACTORS, INC (218)								
220098								
220098	1	Invoice	cold patch	03/21/2020	05/19/2020	190.00	05/20	100-535321-351
Total 220098:						190.00		
AXON ENTERPRISES, INC. (9385)								
SI-1655309								
SI-1655309	1	Invoice	UCP SMART - YEAR 2 PAYMENT	04/28/2020	05/19/2020	9,077.87	05/20	465-525211-800
Total SI-1655309:						9,077.87		
BJELAJAC, JOHN M (8149)								
15100-081D 4								
15100-081D 4	1	Invoice	Oak Park Place CUP	04/30/2020	05/19/2020	75.00	05/20	100-515161-220
Total 15100-081D 4:						75.00		
18100-105D 9								
18100-105D 9	1	Invoice	Church Wall Sign	04/30/2020	05/19/2020	195.00	05/20	100-515161-220
Total 18100-105D 9:						195.00		
19100-066D 5								
19100-066D 5	1	Invoice	Brewery Development Agreement	04/30/2020	05/19/2020	450.00	05/20	100-515161-220

Invoice	Seq	Type	Description	Invoice Date	Due Date	Total Cost	Period	GL Account
Total 19100-066D 5:						450.00		
19100-12D 6								
19100-12D 6	1	Invoice	Stormwater Planning	04/30/2020	05/19/2020	270.00	05/20	100-515161-220
Total 19100-12D 6:						270.00		
20100-000D 4								
20100-000D 4	1	Invoice	General File - 2020	04/30/2020	05/19/2020	6,570.00	05/20	100-515161-220
Total 20100-000D 4:						6,570.00		
20100-016D 2								
20100-016D 2	1	Invoice	Covid-19	04/30/2020	05/19/2020	615.00	05/20	100-515161-220
Total 20100-016D 2:						615.00		
20100-099H 4								
20100-099H 4	1	Invoice	Municipal Court General File - 2020	04/30/2020	05/19/2020	1,830.00	05/20	100-515161-272
Total 20100-099H 4:						1,830.00		
BOARDMAN & CLARK LLP (446)								
219851								
219851	1	Invoice	Legal Services-Matter 00006	04/30/2020	05/19/2020	352.00	05/20	621-575740-298
Total 219851:						352.00		
BUMPER TO BUMPER BURLINGTON (5477)								
1-374124								
1-374124	1	Invoice	shop supplies	04/03/2020	05/19/2020	95.85	05/20	100-535321-350
1-374124	2	Invoice	shop supplies	04/03/2020	05/19/2020	95.85	05/20	100-555551-350
Total 1-374124:						191.70		
1-374819								
1-374819	1	Invoice	#240 Oil	04/22/2020	05/19/2020	265.45	05/20	621-575740-240
1-374819	2	Invoice	#242 Fuel&Oil Filter/Brake Cleaner	04/22/2020	05/19/2020	61.12	05/20	621-575740-242
Total 1-374819:						326.57		
1-375360								
1-375360	1	Invoice	Oil/Oil Filter	05/05/2020	05/19/2020	147.00	05/20	621-575740-240
1-375360	2	Invoice	Oil/Oil Filter	05/05/2020	05/19/2020	8.19	05/20	621-575740-242
Total 1-375360:						155.19		
BUREAU OF CORRECTIONAL ENTERPRISES (9510)								
299209								
299209	1	Invoice	Signs	04/06/2020	05/19/2020	198.87	05/20	100-535321-298
Total 299209:						198.87		
BURLINGTON DEVELOPMENT GROUP (6280)								
2020MAY								
2020MAY	1	Invoice	Time Warner Cable	05/01/2020	05/19/2020	366.84	05/20	623-575740-298
2020MAY	2	Invoice	Pat's Sanitary Service	05/01/2020	05/19/2020	35.97	05/20	623-575740-298

Invoice	Seq	Type	Description	Invoice Date	Due Date	Total Cost	Period	GL Account
2020MAY	3	Invoice	Cleaning Services	05/01/2020	05/19/2020	144.44	05/20	623-575740-298
2020MAY	4	Invoice	Pest Control Services	05/01/2020	05/19/2020	55.00	05/20	623-575740-298
2020MAY	5	Invoice	Alsco-Entryway Mats	05/01/2020	05/19/2020	34.89	05/20	623-575740-310
2020MAY	6	Invoice	Step Ladder-Fuel Farm	05/01/2020	05/19/2020	159.00	05/20	623-575740-310
Total 2020MAY:						796.14		
BURLINGTON ROTARY CLUB (4972)								
62719								
62719	1	Invoice	BURLINGTON ROTARY CLUB HEFTY	03/31/2020	05/19/2020	149.00	05/20	100-515111-324
Total 62719:						149.00		
CONWAY SHIELDS (7666)								
0456233-IN								
0456233-IN	1	Invoice	Decal	04/15/2020	05/19/2020	48.00	05/20	100-525220-389
Total 0456233-IN:						48.00		
CORE & MAIN LP (5721)								
M274768								
M274768	1	Invoice	Core & Main - Water Dept	05/06/2020	05/19/2020	876.58	05/20	622-506510-000
M274768	2	Invoice	Core & Main - Water Dept	05/06/2020	05/19/2020	240.72	05/20	622-506520-000
Total M274768:						1,117.30		
D.W. DAVIES & CO INC (9937)								
1592297								
1592297	1	Invoice	SAN 0 KLEEN	04/27/2020	05/19/2020	268.34	05/20	100-525220-248
1592297	2	Invoice	SAN 0 KLEEN	04/27/2020	05/19/2020	268.35	05/20	100-525211-299
Total 1592297:						536.69		
DIGICORP (5364)								
331894								
331894	1	Invoice	Monitor-Water	03/16/2020	05/19/2020	150.00	05/20	622-509210-000
Total 331894:						150.00		
ELKHORN CHEMICAL & PACKAGING (1140)								
620140								
620140	1	Invoice	DPW Supplies (split)	04/15/2020	05/19/2020	127.09	05/20	100-535321-350
620140	2	Invoice	DPW Supplies (split)	04/15/2020	05/19/2020	127.09	05/20	100-555551-350
Total 620140:						254.18		
620320-1								
620320-1	1	Invoice	DPW Supplies (split)	04/22/2020	05/19/2020	47.59	05/20	100-535321-350
620320-1	2	Invoice	DPW Supplies (split)	04/22/2020	05/19/2020	47.59	05/20	100-555551-350
Total 620320-1:						95.18		
620320-2								
620320-2	1	Invoice	DPW Supplies (split)	04/29/2020	05/19/2020	71.75	05/20	100-535321-350
620320-2	2	Invoice	DPW Supplies (split)	04/29/2020	05/19/2020	71.74	05/20	100-555551-350
Total 620320-2:						143.49		

Invoice	Seq	Type	Description	Invoice Date	Due Date	Total Cost	Period	GL Account
EMERGENCY MED. PRODUCTS, INC. (3590)								
2158234								
2158234	1	Invoice	EMP EMS Supplies	04/20/2020	05/19/2020	4.60	05/20	458-525220-295
Total 2158234:						4.60		
ENNIS-FLINT, INC (9516)								
244842								
244842	1	Invoice	Manhole Ring	04/09/2020	05/19/2020	429.00	05/20	100-535321-350
Total 244842:						429.00		
EVOQUA WATER TECHNOLOGIES LLC (7546)								
904426774								
904426774	1	Invoice	BIOXIDE WWTP ODOR CONTROL	04/20/2020	05/19/2020	917.00	05/20	621-575740-353
Total 904426774:						917.00		
Ewald Motors (2509)								
36235								
36235	1	Invoice	2020 Chevrolet Silverado 2500	04/28/2020	05/19/2020	30,956.50	05/20	465-535321-805
Total 36235:						30,956.50		
36236								
36236	1	Invoice	2020 Chevrolet Silverado 2500	04/28/2020	05/19/2020	30,956.50	05/20	465-535321-805
Total 36236:						30,956.50		
36237								
36237	1	Invoice	2020 Chevrolet Silverado 2500	04/28/2020	05/19/2020	30,956.50	05/20	465-535321-805
Total 36237:						30,956.50		
F & W LANDSCAPE SPEC. (5880)								
451								
451	1	Invoice	F & W LANDSCAPE AIRPORT CUTTIN	05/01/2020	05/19/2020	675.00	05/20	623-575740-245
Total 451:						675.00		
GALLS, LLC (1294)								
015467037								
015467037	1	Invoice	GALLS INC FIRE DEPT SUPPLIES	04/14/2020	05/19/2020	67.80	05/20	100-525220-159
Total 015467037:						67.80		
015467045								
015467045	1	Invoice	GALLS INC FIRE DEPT SUPPLIES	04/14/2020	05/19/2020	52.39	05/20	100-525220-159
Total 015467045:						52.39		
015485855								
015485855	1	Invoice	GALLS INC FIRE DEPT SUPPLIES	04/16/2020	05/19/2020	46.50	05/20	100-525220-159
Total 015485855:						46.50		
015556118								
015556118	1	Invoice	GALLS INC FIRE DEPT SUPPLIES	04/27/2020	05/19/2020	45.06	05/20	100-525220-159

Invoice	Seq	Type	Description	Invoice Date	Due Date	Total Cost	Period	GL Account
Total 015556118:						45.06		
015556132								
015556132	1	Invoice	GALLS INC FIRE DEPT SUPPLIES	04/27/2020	05/19/2020	52.39	05/20	100-525220-159
Total 015556132:						52.39		
015556133								
015556133	1	Invoice	GALLS INC FIRE DEPT SUPPLIES	04/27/2020	05/19/2020	44.93	05/20	100-525220-159
Total 015556133:						44.93		
015556135								
015556135	1	Invoice	GALLS INC FIRE DEPT SUPPLIES	04/27/2020	05/19/2020	67.80	05/20	100-525220-159
Total 015556135:						67.80		
GENERAL CODE (5419)								
CMS0022181								
CMS0022181	1	Invoice	GENERAL CODE LASERFICHE ASSUR	05/08/2020	05/19/2020	1,412.00	05/20	100-515140-399
Total CMS0022181:						1,412.00		
GENERAL COMMUNICATIONS, INC (5585)								
282144								
282144	1	Invoice	#904-Remove Equipment	04/30/2020	05/19/2020	507.00	05/20	100-525211-242
Total 282144:						507.00		
282199								
282199	1	Invoice	V#909 Headlight Flasher	05/04/2020	05/19/2020	3,099.00	05/20	465-525211-805
Total 282199:						3,099.00		
282264								
282264	1	Invoice	Helical Antenna	05/06/2020	05/19/2020	58.00	05/20	100-525211-299
Total 282264:						58.00		
GOOSEBERRIES (2682)								
11450								
11450	1	Invoice	Employee Appreciation Party	03/07/2020	05/19/2020	1,500.00	05/20	100-515111-265
Total 11450:						1,500.00		
HAWKINS, INC (2224)								
4698780								
4698780	1	Invoice	LPC-4	04/15/2020	05/19/2020	552.41	05/20	622-506310-000
Total 4698780:						552.41		
HOGAN ELECTRIC, INC (202)								
BUR-001 A								
BUR-001 A	1	Invoice	Well No 7 Generator	05/01/2020	05/19/2020	33,677.50	05/20	622-501070-000
Total BUR-001 A:						33,677.50		

Invoice	Seq	Type	Description	Invoice Date	Due Date	Total Cost	Period	GL Account
IDEXX LABORATORIES (1477)								
3062874751								
3062874751	1	Invoice	IDEXX SUPPLIES WWTP	04/14/2020	05/19/2020	1,070.75	05/20	621-575740-249
Total 3062874751:						1,070.75		
JAMES IMAGING SYSTEMS, INC. - DALLAS (1584)								
26993226								
26993226	1	Invoice	TOSHIBA- 4555C	05/05/2020	05/19/2020	318.42	05/20	100-525211-533
Total 26993226:						318.42		
988439								
988439	1	Invoice	Lexmark XS654de - Fire Dept	04/30/2020	05/19/2020	190.38	05/20	100-525220-298
Total 988439:						190.38		
JOHNS DISPOSAL SERVICE INC (8861)								
432257								
432257	1	Invoice	CONTRACTED BILLING/GARBAGE	04/24/2020	05/19/2020	33,670.70	05/20	100-575710-298
432257	2	Invoice	CONTRACTED BILLING/RECYCLE	04/24/2020	05/19/2020	15,200.85	05/20	100-575710-297
Total 432257:						48,871.55		
433839								
433839	1	Invoice	CONTRACTED BILLING/GARBAGE	04/29/2020	05/19/2020	371.00	05/20	100-575710-298
433839	2	Invoice	CONTRACTED BILLING/RECYCLE	04/29/2020	05/19/2020	221.00	05/20	100-575710-297
Total 433839:						592.00		
KAPUR & ASSOCIATES, INC. (4217)								
102213								
102213	1	Invoice	Burlington Landfill 2019-2020 19.0183.01	04/01/2020	05/19/2020	1,035.00	05/20	100-575710-299
Total 102213:						1,035.00		
LANGUAGE LINE SERVICES, INC (1391)								
4815228								
4815228	1	Invoice	OVER-THE -PHONE INTERPRETATION	04/30/2020	05/19/2020	63.80	05/20	100-525211-381
Total 4815228:						63.80		
LOIS TIRE SHOP, INC. (1820)								
454445								
454445	1	Invoice	2020 CO-Tube	04/21/2020	05/19/2020	16.50	05/20	100-535321-242
454445	2	Invoice	2020 CO-Tube	04/21/2020	05/19/2020	16.49	05/20	100-555551-242
Total 454445:						32.99		
MALEK & ASSOCIATES CONSULTANTS (7630)								
6114								
6114	1	Invoice	Plan Review for Low Daily Taproom	04/17/2020	05/19/2020	610.00	05/20	100-525220-298
Total 6114:						610.00		
6115								
6115	1	Invoice	Plan Review for Miller Motors Body Shop	04/18/2020	05/19/2020	845.00	05/20	100-525220-298

Invoice	Seq	Type	Description	Invoice Date	Due Date	Total Cost	Period	GL Account
Total 6115:						845.00		
6116								
	6116	1 Invoice	fire alarm control panel review Low Daily	04/18/2020	05/19/2020	547.50	05/20	100-525220-298
Total 6116:						547.50		
6117								
	6117	1 Invoice	Plan Review for Karcher Middle School	04/24/2020	05/19/2020	2,050.00	05/20	100-525220-298
Total 6117:						2,050.00		
MENARDS (1951)								
17058								
	17058	1 Invoice	Supplies-Fire Dept	04/13/2020	05/19/2020	188.39	05/20	100-525220-248
Total 17058:						188.39		
17468								
	17468	1 Invoice	Supplies-DPW	04/20/2020	05/19/2020	7.74	05/20	100-535321-350
	17468	2 Invoice	Supplies-DPW	04/20/2020	05/19/2020	7.73	05/20	100-555551-350
Total 17468:						15.47		
17600								
	17600	1 Invoice	Supplies-Police Dept	04/22/2020	05/19/2020	41.07	05/20	100-525211-344
Total 17600:						41.07		
17754								
	17754	1 Invoice	Supplies-Fire Dept	04/24/2020	05/19/2020	54.99-	05/20	100-525220-248
Total 17754:						54.99-		
18000								
	18000	1 Invoice	Supplies-Police Dept	04/28/2020	05/19/2020	6.97	05/20	100-525211-242
Total 18000:						6.97		
18117								
	18117	1 Invoice	COVID-19 supplies	04/30/2020	05/19/2020	8.37	05/20	100-525220-248
Total 18117:						8.37		
18533								
	18533	1 Invoice	Supplies-Police Dept	05/06/2020	05/19/2020	21.57	05/20	100-525211-310
Total 18533:						21.57		
MERTEN'S AUTO SERVICE CENTER (1955)								
342177								
	342177	1 Invoice	MERTENS AUTO SERVICE POLICE TO	05/01/2020	05/19/2020	125.00	05/20	100-525211-381
Total 342177:						125.00		
MILLER MOTOR SALES, INC. (2010)								

Invoice	Seq	Type	Description	Invoice Date	Due Date	Total Cost	Period	GL Account
25050								
	25050	1 Invoice	2016 Ram Fuel Filter/Oil Change	04/29/2020	05/19/2020	408.08	05/20	458-525220-242
Total 25050:						408.08		
MINUTEMAN PRESS OF BURLINGTON (5906)								
42124								
	42124	1 Invoice	Signs - COVID 19	04/16/2020	05/19/2020	141.00	05/20	100-555551-310
Total 42124:						141.00		
Office Copying Equipment, LTD (1216)								
AR112408								
	AR112408	1 Invoice	Sharp MX-500IN Digital Color Imager (sp	04/30/2020	05/19/2020	17.47	05/20	100-515181-310
	AR112408	2 Invoice	Sharp MX-500IN Digital Color Imager (sp	04/30/2020	05/19/2020	17.48	05/20	100-515141-310
	AR112408	3 Invoice	Sharp MX-5070N	04/30/2020	05/19/2020	152.60	05/20	100-515132-310
Total AR112408:						187.55		
OUTDOOR LIGHTING CONST INC (5032)								
8724								
	8724	1 Invoice	Repair - Milwaukee Ave Traffic Signal	04/17/2020	05/19/2020	9,561.00	05/20	100-535321-298
Total 8724:						9,561.00		
P.F. PETTIBONE & COMPANY (7084)								
178664								
	178664	1 Invoice	PF PETTIBONE POLICE SUPPLIES	05/08/2020	05/19/2020	791.95	05/20	100-525211-346
Total 178664:						791.95		
R.A. ADAMS ENTERPRISES, INC (9845)								
J006666								
	J006666	1 Invoice	2019 RAM 3500 TRAILER REPAIRS	04/24/2020	05/19/2020	62.50	05/20	100-535321-242
	J006666	2 Invoice	2019 RAM 3500 TRAILER REPAIRS	04/24/2020	05/19/2020	62.50	05/20	100-555551-242
Total J006666:						125.00		
RACINE CO CLERK (2484)								
031420								
	031420	1 Invoice	2020 Annual License	03/14/2020	05/19/2020	1,169.68	05/20	100-515142-310
Total 031420:						1,169.68		
REINDERS INC (2587)								
2918361-00								
	2918361-00	1 Invoice	custom seed mix	04/22/2020	05/19/2020	575.57	05/20	100-555551-350
Total 2918361-00:						575.57		
2918361-01								
	2918361-01	1 Invoice	custom seed mix	04/28/2020	05/19/2020	227.00	05/20	100-555551-350
Total 2918361-01:						227.00		
REINEMANS, INC. (2590)								
179265								
	179265	1 Invoice	supplies-Fire Dept	04/23/2020	05/19/2020	9.00	05/20	100-525220-242

Invoice	Seq	Type	Description	Invoice Date	Due Date	Total Cost	Period	GL Account
Total 179265:						9.00		
179588								
179588	1	Invoice	Supplies-Police Dept	04/30/2020	05/19/2020	15.28	05/20	100-525211-310
Total 179588:						15.28		
179595								
179595	1	Invoice	Supplies-DPW	04/30/2020	05/19/2020	30.59	05/20	100-555551-350
Total 179595:						30.59		
179615								
179615	1	Invoice	Supplies-DPW	05/01/2020	05/19/2020	4.48	05/20	100-555551-350
Total 179615:						4.48		
179653								
179653	1	Invoice	Supplies-DPW	05/01/2020	05/19/2020	18.89	05/20	100-555551-350
Total 179653:						18.89		
180118								
180118	1	Invoice	Supplies-Police Dept	05/11/2020	05/19/2020	4.25	05/20	100-525211-248
Total 180118:						4.25		
180126								
180126	1	Invoice	Supplies-Police Dept	05/11/2020	05/19/2020	24.29	05/20	100-525211-344
Total 180126:						24.29		
REVERE ELECTRIC SUPPLY CO (2215)								
S4101080.003								
S4101080.003	1	Invoice	DPW-Ballast	04/13/2020	05/19/2020	131.16-	05/20	622-509350-000
S4101080.003	2	Invoice	DPW-Ballast	04/13/2020	05/19/2020	131.16-	05/20	100-535321-248
S4101080.003	3	Invoice	DPW-Ballast	04/13/2020	05/19/2020	65.58-	05/20	100-555551-248
Total S4101080.003:						327.90-		
ROCHESTER VOLUNTEER FIRE COMPANY (9446)								
005								
005	1	Invoice	2019 Radio Grant Writing Fee	03/06/2020	05/19/2020	1,500.00	05/20	100-525220-298
Total 005:						1,500.00		
SITZBERGER & COMPANY, S.C. (9458)								
109989								
109989	1	Invoice	Interim Billing (split)	04/30/2020	05/19/2020	375.00	05/20	622-509230-000
109989	2	Invoice	Interim Billing (split)	04/30/2020	05/19/2020	375.00	05/20	621-575740-298
109989	3	Invoice	Interim Billing (split)	04/30/2020	05/19/2020	750.00	05/20	100-515141-213
Total 109989:						1,500.00		
SOLOFRA PLUMBING & HEATING INC. (2739)								
84142								
84142	1	Invoice	Fire Dept-Rod Sink/Install Faucet	04/20/2020	05/19/2020	141.50	05/20	100-525220-248

Invoice	Seq	Type	Description	Invoice Date	Due Date	Total Cost	Period	GL Account
Total 84142:						141.50		
SOUTHERN LAKES NEWSPAPERS LLC (2790)								
370518								
370518	1	Invoice	Legal - Park Facilities Impact Fee	03/26/2020	05/19/2020	40.19	05/20	100-515111-399
Total 370518:						40.19		
372132								
372132	1	Invoice	CUP Hearing 140 & 148 Chestnut St.	04/23/2020	05/19/2020	58.38	05/20	100-515111-399
Total 372132:						58.38		
372548								
372548	1	Invoice	Legal - 2020 Burlington Street Program	04/30/2020	05/19/2020	230.50	05/20	100-515111-399
Total 372548:						230.50		
STAPLES BUSINESS ADVANTAGE (7679)								
8058300919								
8058300919	1	Invoice	STAPLES ADMIN OFFICE SUPPLIES	05/02/2020	05/19/2020	87.37	05/20	100-515132-310
8058300919	2	Invoice	STAPLES CITY FINANCE SUPPLIES	05/02/2020	05/19/2020	4.99	05/20	100-515141-310
8058300919	3	Invoice	STAPLES WWTP OFFICE SUPPLIES	05/02/2020	05/19/2020	216.63	05/20	621-575740-249
Total 8058300919:						308.99		
STREICHER'S (2830)								
11427998								
11427998	1	Invoice	Practice Ammo	04/29/2020	05/19/2020	474.66	05/20	100-525211-347
Total 11427998:						474.66		
SWAGIT PRODUCTIONS, LLC (9100)								
15087								
15087	1	Invoice	Video Streaming Services: Apr. 2020	04/30/2020	05/19/2020	645.00	05/20	100-515111-247
Total 15087:						645.00		
TransUnion Risk & Alternative Data Solut (9067)								
2020APR								
2020APR	1	Invoice	Account ID: 777966 April Billing	05/01/2020	05/19/2020	50.00	05/20	100-525211-381
Total 2020APR:						50.00		
VORPAGEL SERVICE INC. (3040)								
44691								
44691	1	Invoice	Mid-Season Heating Check	04/01/2020	05/19/2020	1,464.18	05/20	100-525211-248
Total 44691:						1,464.18		
WELDERS SUPPLY COMPANY (3120)								
10138156								
10138156	1	Invoice	Oxygen	04/27/2020	05/19/2020	151.44	05/20	458-525220-295
Total 10138156:						151.44		

Invoice	Seq	Type	Description	Invoice Date	Due Date	Total Cost	Period	GL Account
WISCO AUTOMOTIVE (9558)								
5363								
	5363	1 Invoice	V #901 MAINTENANCE SUPPLIES	05/05/2020	05/19/2020	53.99	05/20	100-525211-242
Total 5363:						53.99		
5374								
	5374	1 Invoice	V #908 MAINTENANCE SUPPLIES	05/06/2020	05/19/2020	21.00	05/20	100-525211-242
Total 5374:						21.00		
WISCONSIN HUMANE SOCIETY (709)								
1686								
	1686	1 Invoice	ANIMAL SHELTER CONTRACT MAR	04/01/2020	05/19/2020	427.50	05/20	100-545430-298
Total 1686:						427.50		
1707								
	1707	1 Invoice	ANIMAL SHELTER CONTRACT APR	05/01/2020	05/19/2020	427.50	05/20	100-545430-298
Total 1707:						427.50		
Grand Totals:						237,771.09		

Report GL Period Summary

GL Period	Amount
05/20	237,771.09
Grand Totals:	237,771.09

Vendor number hash: 437221
 Vendor number hash - split: 576955
 Total number of invoices: 102
 Total number of transactions: 131

Terms Description	Invoice Amount	Net Invoice Amount
Open Terms	237,771.09	237,771.09
Grand Totals:	237,771.09	237,771.09



DATE: May 19, 2020

SUBJECT: LICENSES AND PERMITS - To approve a "Class A" Retail Liquor License to Daniel and Roberta Robers for Not Your Grandma's Pantry, located at 165 W. Chestnut Street.

SUBMITTED BY: Diahnn Halbach, City Clerk

BACKGROUND/HISTORY:

"Class A" Liquor License - "Class A" Retail Liquor licenses are unlimited and are sold to retail businesses for consumption off the licensed premise. The "Class A" license costs \$600 annually.

Daniel and Roberta Robers are the owners of Not Your Grandma's Pantry located at 165 W. Chestnut Street in the City of Burlington. They have applied for a "Class A" Retail Liquor license, which would allow them to sell alcoholic beverages for off-site consumption. Notice of the application was published in the April 23, 2020 edition of the Standard Press and has fulfilled the 15-day public notice prior to presenting to Council. Mr. and Mrs. Robers feel that the addition of the "Class A" liquor license will increase revenue for their business and offer the opportunity to showcase a variety of craft beers and specialty wines to sell to consumers for off-site consumption.

BUDGET/FISCAL IMPACT:

The cost of a "Class A" Retail Liquor License is \$600 annually and expires June 30 of each year. When an applicant applies for a license after July 1st, the amount is pro-rated by the number of days left in the licensing year. If this license is approved, the license will be pro-rated in the amount of \$69.30, as it will expire in 42 days. The applicants will then apply for a renewal and pay the full amount of \$600.

RECOMMENDATION:

Staff recommends that Council approves the submitted application.

TIMING/IMPLEMENTATION:

This item is scheduled for consideration at the May 19, 2020 Common Council meeting.

Attachments

Liquor License Application

WJ 4/22/20

Original Alcohol Beverage Retail License Application

(Submit to municipal clerk.)

05/20/2020

06/30/2020

For the license period beginning: ~~5/20/20~~ ending: ~~6/30/20~~

(mm dd yyyy) (mm dd yyyy)

Applicant's Wisconsin Seller's Permit Number 456-1029482944-02	
FED ID Number 84-4518329	
TYPE OF LICENSE REQUESTED	FEE
<input type="checkbox"/> Class A beer	\$ 100.00
<input checked="" type="checkbox"/> Class B beer	\$ 75.00
<input checked="" type="checkbox"/> Class C wine	\$ 100.00
<input checked="" type="checkbox"/> Class A liquor	\$ 100.00 500.00
<input type="checkbox"/> Class A liquor (cider only)	\$ N/A
<input type="checkbox"/> Class B liquor	\$
<input type="checkbox"/> Reserve Class B liquor	\$
<input type="checkbox"/> Class B (wine only) winery	\$
Publication fee	\$ 20
TOTAL FEE	\$ 200.00 \$620.00

To the Governing Body of the: Town of } BURLINGTON
 Village of }
 City of }

County of RACINE Aldermanic Dist. No. _____
 (if required by ordinance)

Check one: Individual Limited Liability Company
 Partnership Corporation/Nonprofit Organization

Name (individual / partners give last name, first, middle; corporations / limited liability companies give registered name)
NOT YOUR GRANDMA'S PANTRY

An "Auxiliary Questionnaire," Form AT-103, must be completed and attached to this application by each individual applicant, by each member of a partnership, and by each officer, director and agent of a corporation or nonprofit organization, and by each member/manager and agent of a limited liability company. List the full name and place of residence of each person.

President / Member Last Name <u>Roberts</u>	(First) <u>Roberta</u>	(Middle Name) <u>L</u>	Home Address (Street, City or Post Office, & Zip Code) <u>417 Stonewall Ct, Burlington, WI</u>
Vice President / Member Last Name <u>Roberts</u>	(First) <u>Daniel</u>	(Middle Name) <u>R</u>	Home Address (Street, City or Post Office, & Zip Code) <u>417 Stonewall Ct, Burlington, WI</u>
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Agent Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

1. Trade Name NOT YOUR GRANDMA'S PANTRY Business Phone Number 262-661-4541
 2. Address of Premises 165 W. CHESTNUT ST Post Office & Zip Code BURLINGTON 53105

3. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.)
LEFT SIDE OF STORE UPON ENTRANCE FIRST
10' X 20' SQ FT AREA. 3-4: 4 SHELF STACKS.
ALL RECORDS WILL BE STORED IN OFFICE OR
THE STORE.

4. Legal description (omit if street address is given above): _____
 5. (a) Was this premises licensed for the sale of liquor or beer during the past license year? Yes No
 (b) If yes, under what name was license issued? _____

6. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? **If yes, explain** Yes No

7. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant? Yes No
If yes, explain.

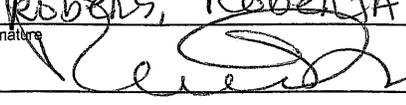
8. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? **If yes, explain** Yes No

9. (a) **Corporate/limited liability company applicants only:** Insert state WI and date 1/31/20 of registration.
- (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? **If yes, explain** Yes No

- (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? **If yes, explain.** Yes No

10. Does the applicant understand they must register as a Retail Beverage Alcohol Dealer with the federal government, Alcohol and Tobacco Tax and Trade Bureau (TTB) by filing (TTB form 5630.5d) before beginning business? [phone 1-877-882-3277] Yes No
11. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] Yes No
12. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000. Signer agrees to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants, or one member of a partnership applicant must sign; one corporate officer, one member/manager of Limited Liability Companies must sign.) Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

Contact Person's Name (Last, First, M.I.) <u>Roberts, Rebecca L</u>	Title/Member <u>Owner</u>	Date <u>4/10/20</u>
Signature 	Phone Number <u>262-492-7923</u>	Email Address <u>rdoverfarobees@gmail.com</u>

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>04/11/2020</u>	Date reported to council / board <u>05/19/2020</u>	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	

Schedule for Appointment of Agent by Corporation / Nonprofit Organization or Limited Liability Company

Submit to municipal clerk.

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent. The following questions must be answered by the agent. The appointment must be signed by an officer of the corporation/organization or one member/manager of a limited liability company and the recommendation made by the proper local official.

To the governing body of: Town
 Village of BURLINGTON County of RACINE
 City

The undersigned duly authorized officer/member/manager of NOT YOUR GRANDMA'S PANTRY
(Registered Name of Corporation / Organization or Limited Liability Company)

a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as
NOT YOUR GRANDMA'S PANTRY
(Trade Name)

located at 165 W. Chestnut St, Burlington, WI

appoints Roberta Robers
(Name of Appointed Agent)

417 STONEWALL CT BURLINGTON, WI
(Home Address of Appointed Agent)

to act for the corporation/organization/limited liability company with full authority and control of the premises and of all business relative to alcohol beverages conducted therein. Is applicant agent presently acting in that capacity or requesting approval for any corporation/organization/limited liability company having or applying for a beer and/or liquor license for any other location in Wisconsin?

Yes No If so, indicate the corporate name(s)/limited liability company(ies) and municipality(ies).

Is applicant agent subject to completion of the responsible beverage server training course? Yes No Completed

How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? _____

Place of residence last year 417 STONEWALL CT, BURLINGTON, WI 53105

For: NOT YOUR GRANDMA'S PANTRY
(Name of Corporation / Organization / Limited Liability Company)
 By: [Signature]
(Signature of Officer / Member / Manager)

Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than \$1,000.

ACCEPTANCE BY AGENT

I, Roberta Robers, hereby accept this appointment as agent for the
(Print / Type Agent's Name)

corporation/organization/limited liability company and assume full responsibility for the conduct of all business relative to alcohol beverages conducted on the premises for the corporation/organization/limited liability company.

[Signature] 4/10/20 Agent's age 57
(Signature of Agent) (Date)
417 STONEWALL CT, BURLINGTON, WI 53105 Date of birth 2/8/63
(Home Address of Agent)

APPROVAL OF AGENT BY MUNICIPAL AUTHORITY (Clerk cannot sign on behalf of Municipal Official)

I hereby certify that I have checked municipal and state criminal records. To the best of my knowledge, with the available information, the character, record and reputation are satisfactory and I have no objection to the agent appointed.

Approved on _____ by _____ Title _____
(Date) (Signature of Proper Local Official) (Town Chair, Village President, Police Chief)

Auxiliary Questionnaire Alcohol Beverage License Application

Submit to municipal clerk.

Individual's Full Name (please print) (last name)		(first name)		(middle name)	
Roberts		ROBERTA		LYNN	
Home Address (street/route)		Post Office	City	State	Zip Code
417 STONEWALL CT		BUE	BURLINGTON	WI	53105
Home Phone Number		Age	Date of Birth	Place of Birth	
262-492-7923		57	2-8-63	Minneapolis, MN	

The above named individual provides the following information as a person who is (check one):

- Applying for an alcohol beverage license as an **individual**.
- A member of a **partnership** which is making application for an alcohol beverage license.
- Officer/manager of NOT YOUR GRANDMA'S PANTRY
(Officer / Director / Member / Manager / Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)
- which is making application for an alcohol beverage license.

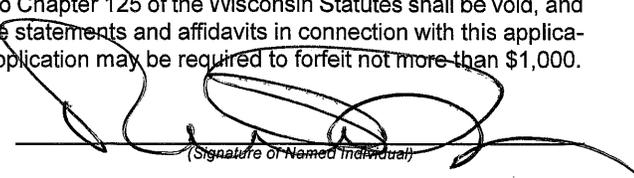
The above named individual provides the following information to the licensing authority:

- How long have you continuously resided in Wisconsin prior to this date? 30 yrs
- Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? Yes No
 If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)
- Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? Yes No
 If yes, describe status of charges pending.
- Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? Yes No
 If yes, identify. _____
(Name, Location and Type of License/Permit)
- Do you hold and/or are you an officer, director, stockholder, agent or employe of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? Yes No
 If yes, identify. _____
(Name of Wholesale Licensee or Permittee) (Address By City and County)

6. Named individual must list in chronological order last two employers.

Employer's Name <u>BAGSU</u> <u>SELF EMPLOYED</u>	Employer's Address <u>417 STONEWALL CT, Burlington</u>	Employed From <u>2008</u>	To <u>2018</u>
Employer's Name <u>WELLS FARGO - MTD</u>	Employer's Address <u>Oconomowoc</u>	Employed From <u>2004</u>	To <u>2008</u>

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the undersigned states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. The signer agrees that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.


(Signature of Named Individual)

Auxiliary Questionnaire Alcohol Beverage License Application

Submit to municipal clerk.

Individual's Full Name (please print) (last name)		(first name)		(middle name)	
ROBERS		DANIEL		R	
Home Address (street/route)		Post Office	City	State	Zip Code
417 STONEWALL CT			BURLINGTON		53105
Home Phone Number			Age	Date of Birth	Place of Birth
262-492-7923			59	11-17-60	BURLINGTON, WI

The above named individual provides the following information as a person who is (check one):

- Applying for an alcohol beverage license as an **individual**.
- A member of a **partnership** which is making application for an alcohol beverage license.
- Officer / Manager of NOT YOUR GRANDMA'S PANTRY
(Officer / Director / Member / Manager / Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)
- which is making application for an alcohol beverage license.

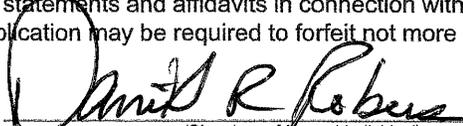
The above named individual provides the following information to the licensing authority:

- How long have you continuously resided in Wisconsin prior to this date? 59 YEARS
- Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? Yes No
 If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. *(If more room is needed, continue on reverse side of this form.)*
- Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? Yes No
 If yes, describe status of charges pending.
- Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? Yes No
 If yes, identify. (Name, Location and Type of License/Permit)
- Do you hold and/or are you an officer, director, stockholder, agent or employe of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? Yes No
 If yes, identify. (Name of Wholesale Licensee or Permittee) (Address By City and County)

6. Named individual must list in chronological order last two employers.

Employer's Name	Employer's Address	Employed From	To
KS ENERGY	19705 W. LINCOLN AVE New Berlin WI	4-2007	4-2018
ATBY Construction	NEW Berlin WI	4-2006	4-2007

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the undersigned states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. The signer agrees that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.


 (Signature of Named Individual)



WISCONSIN DEPARTMENT OF REVENUE
 PO BOX 8902
 MADISON, WI 53708-8902

Contact Information:

2135 RIMROCK RD PO BOX 8902
 MADISON, WI 53708-8902
 ph: 608-266-2776 fax: 608-264-6884
 email: DORBusinessTax@wisconsin.gov
 website: revenue.wi.gov

Letter ID L1646871056

NOT YOUR GRANDMA'S PANTRY, LLC
 165 W CHESTNUT ST
 BURLINGTON WI 53105-1202

Wisconsin Department of Revenue Seller's Permit

Legal/real name: NOT YOUR GRANDMA'S PANTRY, LLC
Business name: NOT YOUR GRANDMA'S PANTRY, LLC
 165 W CHESTNUT ST
 BURLINGTON WI 53105-1202

- This certificate confirms you are registered with the Wisconsin Department of Revenue and authorized in the business of selling tangible personal property and taxable services.
- You may not transfer this permit.
- This permit must be displayed at the place of business and is not valid at any other location.
- If your business is not operated from a fixed location, you must carry or display this permit at all events.

Tax Type

Sales & Use Tax

Account Type

Seller's Permit

Account Number

456-1029482944-02

Handwritten notes:
 1) 14-65 report



DATE: May 19, 2020

SUBJECT: RESOLUTION 5008(4) - To adopt a Memorandum of Agreement between the City of Burlington and Federal Aviation Administration (FAA).

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

BACKGROUND/HISTORY:

The City of Burlington entered into a Lease Agreement with the Federal Aviation Administration (FAA) in 2000 for FAA equipment installed on the Municipal Airport grounds. The equipment includes runway end identification lights (REIL) and a radio beacon (VOR/DME). The current agreement expires September 30, 2020. The FAA is requesting to renew the agreement as a Memorandum of Agreement (MOA) for a term of twenty years, expiring September 30, 2040.

This agreement, reviewed by Attorney Bjelajac, is merely a housekeeping item and closely matches the agreement in place for twenty years.

BUDGET/FISCAL IMPACT:

RECOMMENDATION:

Staff recommends approval of this Memorandum of Agreement with the FAA.

TIMING/IMPLEMENTATION:

This item is for discussion at the May 5, 2020 Committee of the Whole meeting, and is scheduled for final consideration at the May 19, 2020 Common Council meeting.

Attachments

- Res 5008(4) FFA Agreement
 - 2020-2040 Agreement
 - 2000-2020 Agreement
-

**A RESOLUTION TO ADOPT A MEMORANDUM OF AGREEMENT BETWEEN THE CITY
OF BURLINGTON AND THE FEDERAL AVIATION ADMINISTRATION (FAA)**

WHEREAS, the City of Burlington Municipal Airport (“Airport”) and the Federal Aviation Administration (“FAA”) wish to renew an agreement for existing navigational aid facilities that are located on airport property; and,

WHEREAS, an agreement was entered into in 2000 to provide for the construction, operation, and maintenance of FAA owned navigation, communication and weather aids for the support of air traffic operations; and,

WHEREAS, the Airport and FAA desire to work in cooperation with each other in the technical installation and operation of air navigational aids as outlined in the attached Memorandum of Agreement.

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Burlington, Racine County, State of Wisconsin hereby adopts the attached *Memorandum of Agreement* between the City of Burlington and Federal Aviation Administration expiring September 30, 2040.

NOW, THEREFORE, BE IT FUTHER RESOLVED that the Mayor is hereby authorized to execute this Memorandum of Agreement on behalf of the City.

Introduced: May 5, 2020
Adopted:

Jeannie Hefty, Mayor

Attest:

Diahnn C. Halbach, City Clerk



U.S. Department
of Transportation
**Federal Aviation
Administration**

Central Service Area
Real Estate Branch, AAQ-920

10101 Hillwood Parkway
Fort Worth, Texas 76177

DEC 26 2019
City of Burlington, WI
City Hall-300 N Pine
Burlington, WI 53105

Dear Mr. Meisner:

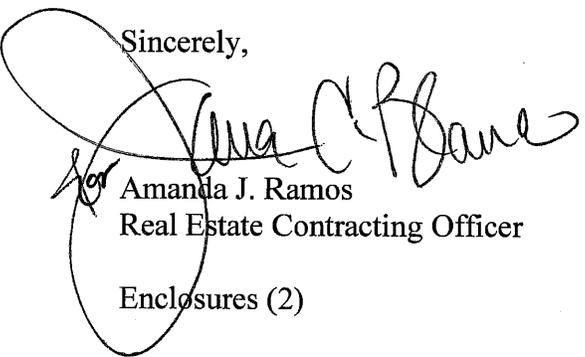
Subject: Expiring Lease No. DTFA14-00-L-R3169
Succeeding Agreement No. 697DCM-20-L-00031
Navigational Aid Facilities –Burlington Municipal Airport
Burlington, WI

To improve administrative efficiency, the Federal Aviation Administration (FAA) has made a national policy determination to use the format of a Memorandum of Agreement (MOA) to cover required land sites and easements for existing navigational aid (NAVAID) facilities operated and maintained by this agency that are located on airport property. There are practical reasons for this decision to benefit both the FAA and airport to reduce paperwork. Also, the MOA process eliminates the requirement for separate legal descriptions and utilizes a listing of identified facilities.

Current research verifies that the FAA has installed and is maintaining three (3) facilities that are covered under one (1) separate lease agreement at Burlington Municipal Airport. The new MOA No. 697DCM-20-L-00031 has effective date of October 1, 2020 and Lease No. DTFA14-00-L-R3169 will expire of its own terms on September 30, 2020.

Enclosed are two copies of MOA No. 697DCM-20-L-00031. Please have all copies signed and dated and return all copies in the enclosed postage paid envelope. When received, a fully executed copy will be returned for your records.

Sincerely,


for Amanda J. Ramos
Real Estate Contracting Officer

Enclosures (2)

MEMORANDUM OF AGREEMENT (MOA)

Between

**UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION**

And

CITY OF BURLINGTON, WISCONSIN

**MOA No. 697DCM-20-L-00031
(BUU) Burlington Municipal Airport
Burlington, Wisconsin**

SECTION 1 - OPENING

6.1.1-1 Preamble (JAN 2017)

This Agreement is made and entered into by the City of Burlington, Wisconsin, hereinafter referred to as "Airport", for itself, its successors and assigns, and the Federal Aviation Administration, hereinafter referred to as the "FAA".

6.1.3-1 Witnesseth (JAN 2017)

Whereas, the parties listed above have entered into an Airport Improvement Grant Agreement; and

Whereas, the parties listed above have entered into an agreement providing for the construction, operation, and maintenance of FAA owned navigation, communication and weather aids for the support of Air Traffic Operations; and

Whereas, the parties consider it desirable to work in cooperation with each other in the technical installation and operation of air navigational aids; and

Whereas, both parties agree the establishment, operation, and maintenance of systems for air traffic control, navigation, communication, and weather reporting is in the primary interest of safety and direct support of the ongoing operation of the Burlington Municipal Airport.

Whereas, this agreement succeeds DTFA14-00-L-R3169 and all other previous agreements between the parties for the property described in this document.

Now, therefore, the parties mutually agree as follows:

SECTION 2 - TERMS

6.2.1-1 Purpose (APR 2005)

It is understood and agreed that the use of the herein described premises, known as Burlington Municipal Airport, shall be related to the FAA's activities in support of Air Traffic Operations.

6.2.5-4 Terms and Conditions (JAN 2019)

It is mutually understood and agreed that the Airport requires FAA navigation aid facilities in order to operate their business and that the FAA requires navigation, communication and weather aid facilities at the Airport in order to support Air Traffic Operations. Thus, in the interest of both parties it is hereby agreed that the Airport will allow the FAA to construct, operate, and maintain FAA owned navigation, communication and weather aid facilities in areas on the Airport that have been mutually determined and agreed upon for the term commencing on October 1, 2020 and continuing through September 30, 2040. The FAA can terminate this agreement, in whole or part at any time by giving at least thirty (30) days' notice in writing. Said notice shall be sent by certified or registered mail.

A. Together with a right-of-way for ingress to and egress from the premises; a right-of-way for establishing and maintaining pole lines or underground lines for extending electrical power and/or telecommunications lines to the premises; including a right-of-way for subsurface power, communication and/or water lines to the premises; all rights-of-way to be over the area referred to as Burlington Municipal Airport, to be routed reasonably determined to be the most convenient to the FAA and as not to interfere with Airport operations. The Airport shall have the right to review and comment on plans covering access and utility rights-of-way under this paragraph.

B. And the right to grading, conditioning, and installing drainage facilities, seeding the soil of the premises, and removing all obstructions from the premises that may constitute a hindrance to the establishment and maintenance of navigational aid systems. The Airport shall have the right to review and comment on plans covering work permitted under this paragraph.

C. And the rights to make alterations, attach fixtures, and erect additions, structures or signs, in direct support of the Airport. The Airport shall have the right to review and comment on plans covering work permitted under this paragraph.

D. And the right to park, without cost, all official and privately owned vehicles used for the maintenance and operation of the air navigational facilities. Parking shall be provided adjacent to the navigational aid facility or as near as possible without interfering with the operation of the Airport.

E. The Lessor agrees to provide snow removal, weed control, mowing of grass and general maintenance of the grounds of the premises hereby leased at no cost to the Government.

6.2.6-2 Consideration - No Cost (AUG 2002)

The Government shall pay the Airport no monetary consideration in the form of rental. It is mutually agreed that the rights extended to the Government herein are in consideration of the obligations assumed by the Government in its establishment, operation and maintenance of facilities upon the premises hereby leased.

6.2.9 FAA Facilities (APR 2005)

The FAA facilities covered by this agreement are identified on the most current approved Airport Layout Plan (ALP) and/or other pertinent drawings that are made part of this Agreement by reference and shown on the attached FAA "List of Facilities".

SECTION 3 - GENERAL CLAUSES

3.2.5-1 RE Officials Not to Benefit (OCT 1996)

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this agreement, or to any benefit arising from it. However, this clause does not apply to this agreement to the extent that this agreement is made with a corporation for the corporation's general benefit.

6.3.5 Title to Improvements (APR 2005)

Title to the improvements constructed for use by the FAA during the life of this Agreement shall be in the name of the FAA.

6.3.6 Funding Responsibility for FAA Facilities (JAN 2017)

The Airport agrees that any and all Airport requested relocation(s), replacement(s), or modification(s) of any existing or future FAA navigational aid or communication system(s) necessitated by Airport improvements or changes will be at the expense of the Airport. In the event that the Airport requested changes or improvements interferes with the technical and/or operational characteristics of the FAA's facility, the Airport will immediately correct the interference issues at the Airport's expense. Any FAA requested relocation, replacement, or modifications shall be at the FAA's expense. In the event such relocations, replacements, or modifications are necessary due to causes not attributable to either the Airport or the FAA, funding responsibility shall be determined by mutual agreement between the parties, and memorialized in a Supplemental Agreement.

6.3.18 Non-Restoration (JUL 2017)

It is hereby agreed between the parties that, upon termination of its occupancy (due to termination or expiration of the Agreement), the FAA shall have no obligation to restore and/or rehabilitate, either wholly or partially, the property that is the subject of this Agreement, including any holdover period. It is further agreed that the FAA may abandon in place any or all of the structures and equipment installed in or located upon said property by the FAA during its tenure. Such abandoned equipment shall become the property of the Airport.

6.3.25 Quiet Enjoyment (OCT 1996)

The Airport warrants that they have good and valid title to the premises, and rights of ingress and egress, and warrants and covenants to defend the Government's use and enjoyment of said premises against third party claims.

6.3.28-2 Interference with FAA Operations (JAN 2017)

The Airport agrees not to erect or allow to be erected any structure or obstruction of any kind or nature within the Airport's boundaries that the FAA determines may interfere with the proper operation of the facilities installed by the FAA. The FAA and the Airport agree that such action(s) would not be in the best interest of the Airport or the FAA.

6.3.33 Covenant Against Contingent Fees (AUG 2002)

The Airport warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee.

6.3.34 Anti-Kickback (JAN 2017)

The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from (1) Providing or attempting to provide or offering to provide any kickback; (2) Soliciting, accepting, or attempting to accept any kickback; or (3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

6.3.36 Subordination, Nondisturbance and Attornment (JAN 2017)

A. The Government agrees, in consideration of the warranties and conditions set forth in this clause, that this Agreement is subject and subordinate to any and all recorded mortgages, deeds

of trust and other liens now or hereafter existing or imposed upon the premises, and to any renewal, modification or extension thereof. It is the intention of the parties that this provision shall be self-operative and that no further instrument shall be required to effect the present or subsequent subordination of this Agreement. Based on a written demand received by the RECO, the Government will review and, if acceptable, execute such instruments as Airport may reasonably request to evidence further the subordination of this Agreement to any existing or future mortgage, deed of trust or other security interest pertaining to the premises, and to any water, sewer or access easement necessary or desirable to serve the premises or adjoining property owned in whole or in part by Airport if such easement does not interfere with the full enjoyment of any right granted the Government under this Agreement.

B. No such subordination, to either existing or future mortgages, deeds of trust or other lien or security instrument shall operate to affect adversely any right of the Government under this Agreement so long as the Government is not in default under this Agreement. Airport will include in any future mortgage, deed of trust or other security instrument to which this Agreement becomes subordinate, or in a separate non-disturbance agreement, a provision to the foregoing effect. Airport warrants that the holders of all notes or other obligations secured by existing mortgages, deeds of trust or other security instruments have consented to the provisions of this clause, and agrees to provide true copies of all such consents to the RECO promptly upon demand.

C. In the event of any sale of the premises or any portion thereof by foreclosure of the lien of any such mortgage, deed of trust or other security instrument, or the giving of a deed in lieu of foreclosure, the Government will be deemed to have attorned to any purchaser, purchasers, transferee or transferees of the premises or any portion thereof and its or their successors and assigns, and any such purchasers and transferees will be deemed to have assumed all obligations of the Airport under this Agreement, so as to establish direct privity of estate and contract between Government and such purchasers or transferees, with the same force, effect and relative priority in time and right as if the Agreement had initially been entered into between such purchasers or transferees and the Government; provided, further, that the RECO and such purchasers or transferees shall, with reasonable promptness following any such sale or deed delivery in lieu of foreclosure, execute all such revisions to this Agreement, or other writings, as shall be necessary to document the foregoing relationship.

D. None of the foregoing provisions may be deemed or construed to imply a waiver of the Government's rights as a sovereign.

6.3.37 Notification of Change in Ownership or Control of Land (JUL 2017)

If the Owner sells, dies or becomes incapacitated, or otherwise conveys to another party or parties any interest in the aforesaid land, rights of way thereto, and any areas affecting the premises, the Government shall be notified in writing, of any such transfer or conveyance within 30 calendar days after completion of the change in property rights. Concurrent with the written notification, the Owner or Owner's heirs, representatives, assignees, or trustees shall provide the

Government copies of the associated legal document(s) (acceptable to local authorities) for transferring and/or conveying the property rights.

SECTION 8 - ENVIRONMENTAL OCCUPATIONAL SAFETY AND HEALTH CLAUSES

6.8.1 Hazardous Substance Contamination (JUL 2017)

The FAA agrees to remediate, at its sole cost, all hazardous substance contamination on the FAA facility premises that is found to have occurred as a direct result of the installation, operation, relocation and/or maintenance of the FAA's "facilities" covered by this Agreement. The Airport agrees to remediate or have remediated at its sole cost, any and all other hazardous substance contamination found on the FAA facility premises. The Airport also agrees to save and hold the U.S. Government harmless for any and all costs, liabilities and/or claims by third parties that arise out of hazardous contamination found on the FAA facility premises that are not directly attributable to the installation, operation and/or maintenance of the facilities on the attached FAA "List of Facilities."

SECTION 10 - CLOSING

6.10.1-4 Notices (JUL 2017)

All notices/correspondence shall be in writing, reference the MOA number 697DCM-20-L-00031, and be addressed as follows:

TO THE AIRPORT OWNER:
City of Burlington, Wisconsin
City Hall, 300 N. Pine Street
Burlington, WI 53105

TO THE GOVERNMENT:
Federal Aviation Administration
Real Estate Branch AAQ-920
10101 Hillwood Parkway
Fort Worth, Texas 76137

6.10.3-4 MOA Signature Block (JUL 2017)

The Airport and the FAA hereby agree to the provisions outlined in this agreement as indicated by the signatures herein below of their duly authorized representative(s). This agreement is effective upon the date of signature by the last party thereof.

CITY OF BURLINGTON, WISCONSIN

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

By: _____
Print Name: _____
Title: _____
Date: _____

By: _____
Amanda J. Ramos
Real Estate Contracting Officer
Date: _____

Dated October 1, 2020

List of Facilities

MEMORANDUM OF AGREEMENT

697DCM-20-L-00031

BURLINGTON MUNICIPAL AIRPORT

<u>Number</u>	<u>Facility</u>	<u>R/W (ATID) Number</u>	<u>GSA Control Number</u>	<u>Comments</u>
1	REIL	11 (BUU)	55344	Facility site
2	REIL	29 (BUU)	55345	Facility site
3	VOR/DME	(BUU)	55200	Facility site; critical restricted area of 1,000-foot radius and access road.

Department
Transportation

Lease No. DTFA14-00-L-R3169
Master Lease
Burlington, WI.

LEASE

Between

Burlington Municipal Airport Commission

and

THE UNITED STATES OF AMERICA

THIS LEASE, made and entered into this 23rd day of May, in the year 2000, by and between **Burlington Municipal Airport Commission whose address is: City Hall - 300 North Pine Street, Burlington, Wisconsin 53105 for itself and its administrators, successors, and assigns, hereinafter referred to as the Lessor and the United States of America, hereinafter referred to as the Government:**

WITNESSETH: The parties hereto for the consideration hereinafter mentioned covenant and agree as follows:

1. PREMISES

The Lessor hereby leases to the Government the following described property, hereinafter referred to as the premises, viz:

SEE ATTACHMENT "C" (FAA On Airport Facilities).

(a) Together with a right-of-way for ingress to and egress from the premises; a right-of-way for establishing and maintaining a pole line or pole lines for extending electric power and/or telecommunication lines to the premises; and a right-of-way for subsurface power, communication and/or water lines to the premises; all rights-of-way to be over the said lands and adjoining lands of the Lessor, and unless herein described otherwise, to be by routes reasonably determined to be the most convenient to the Government.

(b) And the right of grading, conditioning, and installing drainage facilities, and seeding the soil of the premises, and the removal of all obstructions from the premises which may constitute a hindrance to the establishment and maintenance of Government facilities.

(c) And the right to make alterations, attach fixtures, and erect additions, structures, or signs, in or upon the premises hereby leased, which alterations, fixtures, additions, structures or signs so placed in or upon, or attached to the said premises shall be and remain the property of the Government, and may be removed upon the date of expiration or termination of this lease, or within ninety (90) days thereafter, by or on behalf of the Government, or its grantees, or purchasers of said alterations, fixtures, additions, structures, or signs.

2. TERM

To have and to hold said premises with their appurtenances for the term **beginning October 1, 2000 through September 30, 2020, inclusive.** The Government may terminate this lease, in whole or in part, at any time on or after the **date of this lease**, by giving thirty (30) days notice in writing to the Lessor. Said notice shall be computed commencing with the day after the date of mailing.

ORIGINAL

3. CONSIDERATION

The Government shall pay the Lessor **no monetary consideration** in the form of rental, it being mutually agreed that the rights extended to the Government herein are in consideration of the obligations assumed by the Government in its establishment, operation, and maintenance of facilities upon the premises hereby leased.

4. NON-RESTORATION

It is hereby agreed between the parties, that upon termination of its occupancy, the Government shall have no obligation to restore and/or rehabilitate, either wholly or partially, the property which is the subject matter of this lease. It is further agreed that the Government may abandon in place any or all of the structures and equipment installed in or located upon said property by the Government during its tenure. Such abandoned equipment shall become the property of the Lessor. Notice of abandonment will be conveyed by the Government to the Lessor in writing.

5. INTERFERENCE WITH GOVERNMENT OPERATIONS

The Lessor agrees not to erect or allow to be erected any structure or obstruction of whatsoever kind or nature on the site or adjoining land within the airport boundaries that may interfere with the proper operation of the facilities installed by the Government under the terms of this Lease unless consent hereto shall first be secured from the Government in writing.

6. FUNDING RESPONSIBILITY FOR GOVERNMENT FACILITIES

The Lessor agrees that any relocation, replacement, or modification of any existing or future Government facilities covered by this Lease during its term or any renewal thereof made necessary by airport improvements or changes which in the Government's opinion interfere with the technical and/or operational characteristics of the Government facilities will be at the expense of the Lessor, except when such improvements or changes are made at the written request of the Government. In the event such relocation's, replacements, or modifications are necessitated due to causes not attributable to either the Lessor or the Government, funding responsibility shall be determined by the Government.

7. HAZARDOUS SUBSTANCE CONTAMINATION

The Government agrees to remediate, at its sole cost, all hazardous substance contamination on the leased premises that is found to have occurred as a direct result of the installation, operation, and/or maintenance of the Government's facilities. The Lessor agrees to remediate, at its sole cost, any and all other hazardous substance contamination found on the leased premises. The Lessor also agrees to save and hold the Government harmless for any and all costs, liabilities and/or claims by third parties that arise out of hazardous contamination found on the leased premises not directly attributable to the installation, operation and/or maintenance of the Government's facilities.

8. QUITE ENJOYMENT

The Lessor warrants that they have good and valid title to the premises, and rights of ingress and egress, and warrants and covenants to defend the Government's use and enjoyment of said premises against third party claims.

9. OFFICIALS NOT TO BENEFIT

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this contract, or to any benefit arising from it. However, this clause does not apply to this contract to the extent that this contract is made with a corporation for the corporation's general benefit.

10. COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee.

11. ANTI-KICKBACK

The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from (1) Providing or attempting to provide or offering to provide any kickback; (2) Soliciting, accepting, or attempting to accept any kickback; or (3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

12. PROTEST AND DISPUTES

All contract disputes arising under or related to this contract or protests concerning awards of contracts shall be resolved under this clause, and through the Federal Aviation Administration (FAA) Dispute Resolution System. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. The decision of the FAA shall be considered a final agency decision only after a contractor or offeror has exhausted their administrative remedies for resolving a contract dispute under the FAA Dispute Resolution System. Protests must be filed with the Office of Dispute Resolution within 5 calendar days of the date that the protester was aware, or should reasonably have been aware, of the agency action or inaction which forms the basis of the protest. Information relating to submitting a protest or dispute will be provided by the Contracting Officer, upon request.

13. LESSOR'S SUCCESSORS

The terms and provisions of this lease and the conditions herein bind the Lessor and the Lessor's administrators, successors, and assigns.

14. NOTICES

All notices/correspondence shall be in writing, and shall be addressed as follows (or to such other address as either party may designate from time to time by notice or correspondence to the other):

TO LESSOR: **Burlington Municipal Airport Commission
City of Burlington
City Hall- 300 North Pine Street
Burlington, Wisconsin 53105**

TO GOVERNMENT: **Federal Aviation Administration, AGL-56
2300 East Devon Avenue
Des Plaines, IL 60018**

15. The Lessor agrees that during the term of the lease or any renewal thereof, the Airport Commission will confine the use of its lands within a radius of 1000 feet from the center point of the TVOR facility to normal airport and agricultural use and not permit growth of trees, and further agrees that it will not erect or allow to be erected any additional poles, structures, or any other obstruction over five feet in height on its lands within a 1000 foot radius of said point without prior written permission of the Federal Aviation Administration.

16. The Lessor agrees to provide snow removal, weed control, mowing of grass and general maintenance of the grounds of the premises hereby leased at no cost to the Government.

17. This Lease is subject to the Certificate/Notary Acknowledgment named Attachment A, FAA Notary Acknowledgment named Attachment B and Attachment C (FAA On Airport Facilities).

18. This lease succeeds FAA Lease No. DTFA14-80-L-R065 which expires by limitation on September 30, 2000.

19. All changes, deletions, attachments and additions were made prior to signature of this lease by both parties.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date above written.

LESSOR: BURLINGTON MUNICIPAL AIRPORT COMMISSION

Robert J. Oswald Date: 5/10/00
(Signature) *Robert J. Oswald*

Richard Ellingstad 5/10/00
(Witness) PRINT NAME BELOW SIGNATURE
Richard Ellingstad

Harry Pütz
(Witness) PRINT NAME BELOW SIGNATURE
Harry Pütz

UNITED STATES OF AMERICA

Cornie A. Mullaney Date: 5/23/00
Real Estate Contracting Officer
(Official Title)

PREPARED BY:
Federal Aviation Administration, AGL- 56
2300 E. Devon Avenue
Des Plaines, IL 60018
Telephone Number 847-294-7764

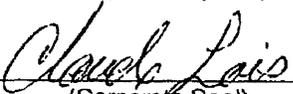
ATTACHMENT "A"

CERTIFICATE

If agreement is made with a State, County, Municipality or other public authority, the following certificate shall be executed by an authorized official:

I, CLAUDE LOIS, certify that I am the MAYOR
of the CITY OF BURLINGTON (State, County, Municipality, or other Public Authority) named
in the foregoing agreement: that PATRICIA OSBAKKEN who signed said agreement on behalf
of BURLINGTON MUNICIPAL AIRPORT was then CHAIRPERSON
of said BURLINGTON MUNICIPAL AIRPORT that said agreement was duly signed for and in behalf
of said CITY OF BURLINGTON MUNI AIRPORT by authority of its governing body, and is within the scope of its powers.

signed



(Corporate Seal)

Prepared By: Federal Aviation Administration, Real Estate and Utilities Team, AGL-56
2300 East Devon Avenue, Des Plaines, Illinois 60018 847/294-7171.

ATTACHMENT B

NOTARY ACKNOWLEDGMENT

FEDERAL AVIATION ADMINISTRATION

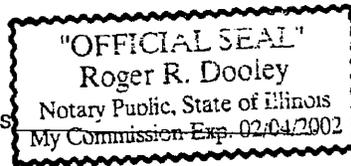
STATE OF ILLINOIS)
COUNTY OF COOK)SS

On this 23rd day of MAY, 2000, before me, ROGER R. DOOLEY,
the undersigned Notary Public, personally appeared CORINNE A. MULLALLY

Real Estate Contracting Officer, Great Lakes Region, Federal Aviation Administration, Des Plaines, Illinois, known to me to be the person described in the foregoing instrument, acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained. In witness whereof, I have hereunto set my hand and affixed my official seal.

Roger R. Dooley
Notary Public

My commission expires



ATTACHMENT "C"

To provide the Government with the necessary land rights to install, operate and maintain the following:

Terminal Very High Frequency Omni Directional Range Facility / Distance Measuring Equipment (TVOR/ DME):

Part of the Northwest Quarter of the Southwest Quarter of Section 30, Township 3 North, Range 19 East, Racine County, Wisconsin commencing at the TVOR access road from Runway edge 11/29 thence South 500 feet to the TVOR plot.

Runway 11 Runway End Identification Lights (REIL):

1. A power and control substation near the south side of a barbed wire fence, and 20 feet easterly of the 15-foot wide gate opening at approximately 550 feet northerly from the Runway 11 centerline, and approximately 120 feet (measured along Runway 11 centerline) easterly of the runway paved end.
2. REIL units 40 feet from the taxiway edge/ runway end, and 40 feet from the runway edge.
3. REIL system cables in accordance with Drawings GL-D-2121 and GL-D-2051T.

Runway 29 Runway End Identification Lights (REIL):

1. A power and control substation near the southeast corner of the most southeasterly hanger (Burlington Air Center) at a location 25 feet north, and 20 feet east of the southeast corner of said hanger.
2. REIL units 40 feet from the taxiway edge/runway end, and 75 feet from the runway edge.
3. REIL system cables in accordance with Drawings GL-D-2122 and GL-D-2051T.



DATE: May 19, 2020

SUBJECT: RESOLUTION 5009(5) - To approve a Memorandum of Understanding (MOU) with Flight For Life (FFL) to provide the City of Burlington Paramedic Intercept Services.

SUBMITTED BY: Alan Babe, Fire Chief

BACKGROUND/HISTORY:

On January 1, 2020 the City of Burlington assumed EMS for the City and Town; however the City can only practice to our current licensure of Advanced Emergency Medical Technician (AEMT) level, which is not a paramedic level service. When the City of Burlington Fire Department (CBFD) receives a call for service that exceeds our current capabilities, we must rely on other departments to assist and provide mutual aid to ensure that the patient receives the proper level of care when appropriate. The challenge with this process is that we are reliant upon other municipalities' availability to provide service to our citizens, which can result in a delay for our most critical patients.

A partnership with Flight For Life (FFL) will provide CBFD an in-house solution to help solve this issue. Flight For Life has been a partner and provider of air medical services in the City of Burlington for over 35 years. CBFD and Aurora Burlington both utilize and trust the Flight For Life air crews to assist in treating the most critically ill and injured members of our community. The FFL ground ambulances utilize the same medical direction and protocols that the air crews utilize. Flight For Life is a well-respected provider of high-level medical services and would be a welcomed addition to the CBFD EMS team.

Both Agencies are proposing that Flight For Life re-locate their ambulance to the fire department. FFL would continue to provide service to the local communities and the only difference is that they would be based in the Burlington fire station 24/7. FFL would have more availability to assist CBFD with the critical patients that we currently rely on mutual aid to provide service. Having the FFL teams located in-house will also provide the opportunity for the FFL crews to assist in the training of our existing and new team members. Their level of expertise and clinical capabilities would provide significant value to our department as we work to increase our scope of practice.

Benefits to a partnership with FFL:

- FFL crews based in house 24/7
- FFL to provide training to CBFD staff to help increase CBFD level of service
- Reduced wait times for critical patients
- FFL is a reliable vendor who is currently utilized by CBFD and AMCB
- CBFD retains the ability to generate revenue while increasing services rapidly
- CBFD can utilize FFL to complete "long haul" transports to reduce the amount of time that CBFD units are outside of their service area. This will allow CBFD to be more readily available to community while still providing sound clinical care.

BUDGET/FISCAL IMPACT:

There are no up-front costs associated with this project. When FFL is called in to provide service, they will bill for patient transport service. The space that was previously occupied by the Burlington Rescue Squad will serve as the office space assigned to FFL.

FFL is responsible for providing its crew members with the equipment necessary to provide service, CBFD will not be responsible for costs associated with FFL operations. CBFD will also see a significant cost saving in future

training. FFL can train in areas that the department would need to seek third party assistance, for little to no cost to the department.

The Cbfd will be able to keep its ambulances in their assigned service areas, by utilizing FFL for longer distance transports. This will increase the amount of time Cbfd ambulances are available to run calls, leading to additional revenue.

RECOMMENDATION:

Staff recommends approval of the MOU between the City of Burlington and Flight For Life as soon as possible. This project provides the City and Town of Burlington a no cost, turn-key solution to replace and exceed the service that was previously being provided.

TIMING/IMPLEMENTATION:

This item is was discussed at the May 5, 2020 Committee of the Whole meeting, and is scheduled for final consideration at the May 19, 2020 Common Council meeting.

Attachments

Res 5009(5) FFL MOU
MOU
WI EMS Scope of Practice

A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING FOR ADVANCED LIFE SUPPORT INTERCEPT SERVICE TO THE CITY OF BURLINGTON

WHEREAS, the Milwaukee Regional Medical Center, Inc. (MRMC) / Flight for Life (FFL) and the City of Burlington (City) have a mutual understanding for non-dedicated Advanced Life Support (ALS) emergency intercept service; and,

WHEREAS, the City operates a municipal-owned Fire Department which provides comprehensive fire service program and emergency medical services in response to the community 911 calls for assistance and is licensed by the state of Wisconsin at an Advanced-Emergency Medical Technical (A-EMT) level; and,

WHEREAS, the Fire Department desires to have ALS services available, on an as needed basis for certain patients requiring a higher level of medical care, intervention and transportation; and,

WHEREAS, MRMC operates air and ground medical ambulance service named FFL; and,

WHEREAS, is licensed by the state of Wisconsin to provide ALS and critical care services (“Services”), and under its approved operational plan provides intercepts to municipalities requesting service; and,

WHEREAS, FFL provides emergency services to the Racine County region and transports patients from accident scenes to hospitals in the area.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Burlington, Racine County, State of Wisconsin, that the City of Burlington adopt the attached Memorandum of Understanding for Advanced Life Support Intercept Service to the City of Burlington.

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

Introduced: May 5, 2020
Adopted:

Jeannie Hefty, Mayor

Attest:

Diahn Halbach, City Clerk

MEMORANDUM OF UNDERSTANDING
FOR
ADVANCED LIFE SUPPORT INTERCEPT SERVICE
TO
THE CITY OF BURLINGTON

THIS MEMORANDUM OF UNDERSTANDING (MOU) is a mutual understanding, as of March __, 2020 (the “Effective Date”) between **MILWAUKEE REGIONAL MEDICAL CENTER, INC. (“MRMC”)/ FLIGHT FOR LIFE (“FFL”)** and **THE CITY OF BURLINGTON (“City”)** for non-dedicated Advanced Life Support (“ALS”) emergency intercept service.

- A. City of Burlington, Wisconsin operates a municipal-owned Fire Department
- B. The Fire Department provides comprehensive fire service program and emergency medical services in response to community 9-1-1 calls for assistance
- C. The Fire Department’s medical response is licensed by the state of Wisconsin at an Advanced – Emergency Medical Technician (A-EMT) level, and
- D. The Fire Department desires to have ALS services available, on an as needed basis for certain patients requiring higher level of medical care, intervention and transportation
- E. The Milwaukee Regional Medical Center, Inc. operates an air and ground medical ambulance service named Flight For Life (“FFL”) and,
- F. FFL is licensed by the state of Wisconsin to provide ALS and critical care services (“Services”), and under its approved operational plan provides intercept to municipalities requesting service, and
- G. FFL provides emergency services to the Racine County region and transports patients from accident scenes and hospitals within the area

NOW, THEREFORE, MRMC/FFL and Fire Department agree as follows:

1. ADVANCED LIFE SUPPORT INTERCEPT SERVICES

- 1.1 **Licensure and Certification.** The parties agree that at all times during the term of this MOU, they shall remain licensed, certified or enrolled in good standing with applicable state and federal licensing authorities, with all applicable state and federal health care programs, and with all required state or national accrediting organizations.
- 1.2 **Services in Compliance with Laws and Regulations.** MRMC/FFL shall provide all intercept services hereunder in accordance with applicable laws, regulations

and standards of care and shall staff and equip all vehicles, in accordance with applicable laws, rules and regulations.

- 1.3 **Requesting Intercept.** Fire Department shall contact the FFL dispatcher to request intercept services. The parties acknowledge and agree that MRMC cannot and does not assure the availability of its ground ambulances to perform intercept Services. In addition, Fire Department acknowledges and agrees that MRMC/FFL provides intercept and transport Services on a strict "first-call, first served" basis.
- 1.4 **Accreditation.** The parties agree that the intercept and transport Services shall be provided at all times in accordance with the then-current standards of the Commission on Accreditation of Medical Transport Systems ("CAMTS").

2. MRMC'S RESPONSIBILITIES.

- 2.1 **Staffing for Intercept Services.** MRMC/FFL shall determine in its sole discretion the personnel who will provide transport Services, including but not limited to, nurses and paramedical staff. All MRMC/FFL personnel assigned to provide Services shall be qualified to perform any tasks assigned as part of providing such services and shall be licensed or certified in accordance with any applicable provision of law and shall not be excluded nor otherwise ineligible from participating in the Medicare or Medicaid programs. MRMC shall provide personnel either through its own employees or through its contractors.
- 2.2 **Applicable Standards.** MRMC/FFL shall assure that the operation and staffing of the transport Services meets Medicare requirements applicable to ambulance providers and any applicable CAMTS standards.
- 2.3 **Medical Direction.** MRMC/FFL and Fire Department agree that all matters relating to medical treatment of patients during transport Services shall be under the direction of MRMC's medical director ("Medical Director"), and that the Medical Director may be a physician from The Medical College of Wisconsin, licensed under Wisconsin law.
- 2.4 **Confidentiality.** MRMC/FFL agrees to maintain the confidentiality of patient information disclosed for the purposes of providing transport Services and necessary medical care and not to disclose any such information except where permitted by law. MRMC acknowledges that in receiving or otherwise dealing with any records or information relating to patients receiving treatment for alcohol or other drug abuse, it is fully bound by the provisions of the federal regulations governing confidentiality of alcohol and drug abuse patient records (42 C.F.R. Part 2, as amended from time to time).
- 2.5 **Availability.** MRMC/FFL will provide intercept and transport Services twenty-four (24) hours per day, three-hundred sixty-five (365) days a year, on a "first-call, first-served" basis. MRMC/FFL will base one of its mobile-intensive-care-units ("MICU") at the Fire Department (165 W. Washington Street) to serve as

the primary response vehicle. If available, MRMC/FFL will dynamically deploy a backup MICU when the primary vehicle assigned to the Fire Department accepts an interfacility or intercept transport.

2.6 **Quality Improvement and Utilization Review.** MRMC/FFL agrees to assist in collecting quality assurance data and evaluating and monitoring such data to assure the consistency and quality of transport Services provided hereunder as reasonably requested by Fire Department in accordance with their quality assurance programs and as required by Fire Department to comply with applicable accreditation standards.

2.7 **Caregiver Background Checks.** MRMC/FFL shall conduct a Caregiver Background Check in accordance with the regulations set forth in Wisconsin Administrative Code DHS 12 for all persons under its control or direction who will have access to Fire Department patients. MRMC/FFL agrees to not schedule any individual who is barred from providing services under Chapter DHS 12 and shall notify Fire Department if any individual is charged or has been convicted of a crime that is "substantially related" as defined under the regulations. Fire Department shall make the determination whether or not to permit such an individual to provide Services. MRMC/FFL will not schedule any individual to provide Services to Fire Department if MRMC/FFL has found the individual to have committed misconduct as the term is defined under section DHS 12.07. MRMC/FFL agrees that it shall provide a copy of the Background Information Disclosure form to Fire Department, at Fire Department's request, for all individuals providing services under this MOU.

3. **FIRE DEPARTMENT OBLIGATIONS.**

3.1 **Patient Information and Consent.** For each patient transported under this MOU, Fire Department will obtain the following information to be transported with the patient to FFL:

3.1.1 Patient's name, address, patient identification number, age, and the name, address, and telephone number of at least one of the following (in the order of priority): the patient's legal guardian, other person authorized to make medical decisions for the patient, or next of kin;

3.1.2 All medical records (or copies of such records) related to the patient's condition that are available at the time of transfer, including but not limited to available history, records relating to the patient's emergency medical condition, observation of signs or symptoms, preliminary assessment, treatment provided.

3.1.3 Written informed consent to transfer signed by the patient or the patient's legally authorized.

3.2 **Quality Improvement and Utilization Review.** Fire Department agrees to assist in collecting quality assurance data and evaluating and monitoring such data to

assure the consistency and quality of transport Services provided hereunder as requested by MRMC/FFL in accordance with MRMC's quality assurance program and as required for MRMC/FFL to comply with CAMTS accreditation standards.

- 3.3 **Applicable Standards.** Fire Department shall assure it complies with all applicable Medicare requirements applicable to arranging for transport Services.
- 3.4 **Confidentiality.** Fire Department agrees to maintain the confidentiality of patient information disclosed for the purposes of providing transport Services and necessary medical care and not to disclose any such information except where permitted by law. Fire Department acknowledges that in receiving or otherwise dealing with any records or information relating to patients receiving treatment for alcohol or other drug abuse, it is fully bound by the provisions of the federal regulations governing confidentiality of alcohol and drug abuse patient records (42 C.F.R. Part 2, as amended from time to time).
- 3.5 **Space.** Fire Department agrees to provide rent-free space to FFL suitable for its intercept and transport Services; including indoor, heated parking area for one ambulance; storage area for maintenance related items; crew quarters for daytime activity; access to kitchen facilities; access to washer and dryer and decontamination area; bathroom and shower facilities; sleeping quarters suitable for overnight accommodations and rest periods; storage areas for medical and office supplies; locked cabinet for medications; broad-band internet connectivity for computers, and locked file drawer for medical records.

- 4. **INSURANCE.** Each party represents and warrants to the others that during the term of this MOU each shall obtain and maintain such insurance coverage and take any other necessary steps as may be required to satisfy statutory requirements and/or this Agreement. During the term of this Agreement, the City of Burlington shall be named as an additional insured with the MRMC/FFL existing insurance policies/s. The MRMC/FFL shall, during the term of this Agreement, obtain and maintain policies of insurance meeting the following requirements.

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: \$1,000,000

Workers Compensation: State Minimum

5. **OWNERSHIP OF RECORDS.** The ownership and right of control of all reports, records and supporting documents prepared in connection with the services contemplated herein shall belong exclusively to MRMC/FFL. It is understood that the contents of such reports are confidential, and disclosure shall be made only in accordance with each MRMC's policies.

6. **TERM AND TERMINATION.**

6.1 **Initial and Renewal Terms.** This MOU shall commence on the Effective Date and be effective for an initial term ending _____. Thereafter, the MOU shall automatically renew for additional one-year periods. In the event that either party wishes to terminate this MOU, the terminating party must provide the other party with written notice of the termination of this MOU at least sixty (60) days' notice.

6.2 **Termination for Breach.** In the event of a breach by any party, the non-breaching party that is affected by the breach may provide written notice of the breach and terminate this MOU at any time after a reasonable opportunity to cure such breach, such opportunity not to exceed thirty (30) days; provided, if the breaching party, prior to expiration of such time period, has cured the breach or taken all reasonable steps to effectuate a cure, this MOU shall remain in effect.

6.3 **Effect of Termination.** Upon termination of this MOU, neither party affected by the termination shall have any further obligation hereunder, except for those obligations accruing prior to the date of termination.

7. **INDEMNIFICATION.**

7.1 **Indemnification.** Except as otherwise set forth in this MOU, each party to this MOU shall, and hereby does, INDEMNIFY AND HOLD HARMLESS the other party from and against all claims, judgments, costs and expenses (including reasonable actual attorney fees), and liability of any other nature whatsoever, that may arise, directly or indirectly, as a result of any act(s) of omission and/or commission of such party while performing any of its duties or obligations under this MOU. This indemnification, however, shall not be a release of liability for any such liability arising as a result of the act(s) of omission and/or commission of the indemnified party.

7.2 **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 this MOU (whether or not such insurance is required to be carried under this MOU), 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.

8. MISCELLANEOUS.

- 8.1 **Relationship of Parties.** It is expressly acknowledged by the parties that each party is an "independent contractor" of the other party and nothing in this MOU is intended nor shall be construed to create an employer/employee relationship. In the event the Internal Revenue Service or Wisconsin Department of Revenue questions the independent contractor relationship of the parties, the parties agree that both parties shall have the right to participate in any discussion or negotiation occurring with the Internal Revenue Service or Wisconsin Department of Revenue, regardless of with whom such discussions and negotiations were initiated.
- 8.2 **Health Insurance Portability and Accountability Act ("HIPAA").** Both parties acknowledge they are covered entities under HIPAA. All necessary patient information will be released by each party to the other one for the purpose of treatment, payment, and health care operations. Additionally, the parties shall abide by the requirements of HIPAA, and any rules or regulations thereunder, including maintaining appropriate records and making records available to any patient upon proper request.
- 8.3 **Warranty of Non-Exclusion from Federal Programs.** Each party to the MOU represents that: (i) it is not currently excluded, or threatened with exclusion, from participating in any federal or state-funded health care program, including Medicare and Medicaid, and (ii) it has never been excluded by any of the aforementioned programs. Each party agrees to notify the other of any imposed exclusions or sanctions covered by this warranty, and the notified party reserves the right to terminate the MOU upon receipt of such notice.
- 8.4 **Nondiscrimination.** In addition to any other requirement of law, no party shall discriminate against any employee or applicant for employment because of race, color, national origin, age, sex, or handicap in their performance of this MOU, including, but not limited to, the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. Notices shall be posted in conspicuous places available for employees and applicants for employment setting forth the provisions of this nondiscrimination clause.
- 8.5 **Amendments.** No provision of this MOU may be amended except by a written instrument signed by all of the parties to this MOU.
- 8.6 **Governing Law and Venue.** This MOU shall be subject to and governed by the laws of the State of Wisconsin, notwithstanding the conflict of laws provisions. The venue for any legal action arising under this MOU shall solely and

exclusively be Racine County Circuit Court, located in Racine County, Wisconsin.

- 8.7 **Binding Effect.** This MOU shall be binding upon and shall inure to the benefit of the parties to this MOU and their respective successors and assigns. It is understood that any assignment of this MOU by any party must have the prior written approval of the other party, which approval may be granted or denied in the sole and absolute discretion of such party.
- 8.8 **Severability.** The invalidity or unenforceability of any particular provision of this MOU shall not affect the other provisions hereof, and this MOU shall be construed in all respects as if such invalid or unenforceable provision were omitted.
- 8.9 **No Waiver.** Any party's failure to insist upon the performance of any one or provisions of this MOU or to pursue any rights under this MOU shall not be construed as a waiver of any such provisions or the relinquishment of such rights.
- 8.10 **Headings.** Section or paragraph headings are included for convenience of reference and are not intended to add or subtract from the terms of this MOU.
- 8.11 **Notices.** 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(es) specified on the signature page of this MOU, 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.

IN WITNESS WHEREOF, the parties have executed this MOU in counterparts, one each for each party, as of the Effective Date, notwithstanding a different date of signing.

MILWAUKEE REGIONAL MEDICAL CENTER, INC.

By: _____

Title: _____

Date: _____

Address for Notices:

2661 Aviation Road

Waukesha, WI 53188

Attn: Executive Director

CITY OF BURLINGTON

By: _____

Title: _____

Date: _____

Address for Notices:

165 W Washington Street

Burlington, WI 53105

Attn: Fire Chief

With a copy to:

City Administrator

Burlington City Hall

300 North Pine Street

Burlington, Wisconsin 53105



Wisconsin EMS Scope of Practice

Wisconsin Admin. Code § DHS 110.12 states that an emergency medical services (EMS) professional may only perform the skills, use the equipment, and administer the medications that are specified by the Department of Health Services in the Wisconsin scope of practice for the level to which the individual is licensed, certified, or credentialed.

Key to Practice Levels	
EMR	Emergency Medical Responder
EMT	Emergency Medical Technician
AEMT	Advanced Emergency Medical Technician
INT	EMT-Intermediate
PARA	Paramedic
CCP	Paramedic with Critical Care Endorsement

All skills designated with an “R” at a practice level are required for that level. All skills designated with an “O” at a practice level are optional skills for that level. Items designated with a footnote are modified for the indicated practice level by the conditions contained within the footnote at the end of that section.

I. Skill—Airway/Ventilation/Oxygenation

I. Skill—Airway/Ventilation/Oxygenation	EMR	EMT	AEMT	INT	PARA	CCP
Airway – Nasopharyngeal	R	R	R	R	R	R
Airway – Non-visualized	O	R	R	R	R	R
Airway – Oropharyngeal	R	R	R	R	R	R
Airway Obstruction – Manual Dislodgement Techniques	R	R	R	R	R	R
Airway Obstruction – Dislodgement by Direct Laryngoscopy		R	R	R	R	R
Bag-valve Mask (BVM)	R	R	R	R	R	R
Capnography/End Tidal CO ₂ Acquisition (Required at Paramedic and above by 01/01/2021)		O	O	O	O	O
Capnography/End Tidal CO ₂ Interpretation (Required at Paramedic and above by 01/01/2021)				O	O	O
Chest Decompression – Needle				R	R	R
Chest Seal – Vented Preferred	O	R	R	R	R	R
CO Monitoring	O	O	O	O	O	O
Cricothyrotomy – Surgical or Needle					O	O

I. Skill—Airway/Ventilation/Oxygenation	EMR	EMT	AEMT	INT	PARA	CCP
Gastric Decompression with Advanced Airway	O	O	O	O	R	R
Intubation – Endotracheal (Must use waveform capnography by 01/01/2021)				O	R	R
Intubation – Nasotracheal				O	O	R
Intubation – Rapid Sequence Induction (Requires two paramedics patient side)					O	O
Manual Airway Maneuvers	R	R	R	R	R	R
Non-Invasive Positive Pressure Ventilation (Required at AEMT and above by 2021)		O	O	O	R	R
Oxygen Therapy – Nebulizer	O	R	R	R	R	R
Oxygen Therapy – Nasal Cannula	O	R	R	R	R	R
Oxygen Therapy – Non-Rebreather Mask	O	R	R	R	R	R
Oxygen Therapy – Tracheostomy Tube	O	R	R	R	R	R
Oxygen Therapy – High Flow Nasal Cannula					O	O
Pulse Oximetry	O	R	R	R	R	R
Suctioning – Tracheobronchial				R	R	R
Suctioning – Upper Airway (Soft and Rigid)	R	R	R	R	R	R
Ventilator – Automated Transport Ventilator		O ¹	O ¹	O ¹	O	O
Ventilator – Variable Setting					O ²	R

Notes: ¹May only be used for CPR; ²May only use FiO₂, rate, and volume adjustments in assist control (AC) mode.

II. Skill—Cardiovascular/Circulation

II. Skill—Cardiovascular/Circulation	EMR	EMT	AEMT	INT	PARA	CCP
Cardiocerebral Resuscitation (CCR)	O	O	O	O	O	O
Cardiopulmonary Resuscitation (CPR)	R	R	R	R	R	R
Cardioversion – Electrical				R	R	R
CPR Mechanical Device	O	O	O	O	O	O
Defibrillation – Automated and Semi-Automated (AED)	R	R	R	R	R	R
Defibrillation – Manual		O	O	R	R	R

II. Skill—Cardiovascular/Circulation	EMR	EMT	AEMT	INT	PARA	CCP
ECG Monitor – Acquisition/Transmission		O	O	R	R	R
ECG Monitor – Interpretation				R	R	R
ECG 12, 15 or 18 Lead – Acquisition/Transmission		O	O	R	R	R
ECG 12, 15 or 18 Lead - Interpretation				R	R	R
Hemorrhage Control – Direct Pressure	R	R	R	R	R	R
Hemorrhage Control – Hemostatic Agents	O	O	O	O	O	O
Hemorrhage Control – Pressure Points	R	R	R	R	R	R
Hemorrhage Control – Skin Clamp (Temporary Use)	O	O	O	O	O	O
Hemorrhage Control – Tourniquet	O	R	R	R	R	R
Hemorrhage Control – Wound Packing	O	R	R	R	R	R
Impedance Threshold Device (ITD)		O	O	O	O	O
Monitor – Arterial Line						R
Monitor – CVP Line						R
Monitor – Swan-Ganz Catheter						R
Pericardiocentesis					O	R
Transcutaneous Pacing				R	R	R
Transvenous Pacing – Maintenance and Troubleshooting (Not Initiation)						R
Point of Care Cardiac Ultrasound – Cardiac Arrest					O	O
Valsalva Maneuver		O	R	R	R	R

III. Skill—Splinting and Spinal Motion Immobilization

III. Skill—Splinting and Spinal Motion Immobilization	EMR	EMT	AEMT	INT	PARA	CCP
Cervical Collar	O	R	R	R	R	R
Manual Cervical Stabilization	R	R	R	R	R	R

III. Skill—Splinting and Spinal Motion Immobilization	EMR	EMT	AEMT	INT	PARA	CCP
Seated Spinal Motion Restriction	O	R	R	R	R	R
Splinting – Manual	R	R	R	R	R	R
Splinting – Pelvic Compression Device	O	O	O	O	R	R
Splinting – Rigid	R	R	R	R	R	R
Splinting – Soft	R	R	R	R	R	R
Splinting – Traction	O	R	R	R	R	R
Splinting – Vacuum	O	O	O	O	O	O

IV. Skill—Medication Administration Routes

IV. Skill—Medication Administration Routes	EMR	EMT	AEMT	INT	PARA	CCP
Aerosolized/Nebulized	O	R	R	R	R	R
Endotracheal Tube (ET)				R	R	R
Intramuscular (IM)	O ³	R	R	R	R	R
Intramuscular – Auto-Injector	O	R	R	R	R	R
Intranasal (IN)	O	R	R	R	R	R
Intraosseous (IO) (Required at AEMT by 01/01/2021)			R	R	R	R
Intravenous (IV)			R	R	R	R
Mucosal/Sublingual (SL)		R	R	R	R	R
Oral (PO)	O	R	R	R	R	R
Rectal				R	R	R
Subcutaneous (SQ)		O	O	O	O	O

Note: ³May only be used for manually drawn epinephrine 1:1000 for anaphylaxis.

V. Skill—Initiation / Maintenance / Fluids

V. Skill—Initiation / Maintenance / Fluids	EMR	EMT	AEMT	INT	PARA	CCP
Central Line/PICC Line – Access and Maintenance (No additional training required in code situation)					O	R
Maintenance – Medicated IV Fluids					R	R
Maintenance – Non-medicated IV Fluids			R	R	R	R
Intraosseous (Required at AEMT by 01/01/2021)			R	R	R	R
IV – Peripheral			R	R	R	R
IV – External Jugular				O	O	O
IV Pump – Non-medicated IV Fluids			O	O	O	R
IV Pump – Two or Less Medicated IVs					O	R
IV Pump - More than Two Medicated IVs						R
Other Access Ports – Access and Maintenance					O	R
Saline Lock – Initiation and Access			R	R	R	R
Saline Lock – Monitor		O	R	R	R	R

VI. Skill—Miscellaneous

VI Skill—Miscellaneous	EMR	EMT	AEMT	INT	PARA	CCP
Assisted Delivery (Childbirth)	R	R	R	R	R	R
Blood Glucose Monitoring	O	R	R	R	R	R
Blood Pressure – Automated	O	O	O	O	O	O
Chest Tube Insertion						O
Chest Tube – Monitoring					O	R
Eye Irrigation	R	R	R	R	R	R
Foley Catheter Insertion						O

VI. Skill - Miscellaneous	EMR	EMT	AEMT	INT	PARA	CCP
ICP Monitoring						R
Immunizations		O	O	O	O	O
Nasopharyngeal and/or Oropharyngeal Sampling/Obtaining	O	O	O	O	O	O
Long Board	O	R	R	R	R	R
Patient Physical Restraints	O	R	R	R	R	R
Venous Blood Sampling – Obtaining			O	O	O	O
Vital Signs	R	R	R	R	R	R

VII. Skill—Assisted Patient Medications

VII. Skill—Assisted Patient Medications	EMR	EMT	AEMT	INT	PARA	CCP
Any patient prescribed medication with online medical control approval (as long as administration route is within scope of practice)	O	O	O	O	O	O

VIII. Skill—Medications Approved Per Protocol

VIII. Skill—Medications Approved per Protocol	EMR	EMT	AEMT	INT	PARA	CCP
0.45% Sodium Chloride			O	O	O	O
0.9% Sodium Chloride (Normal Saline)			R	R	R	R
Activated Charcoal		O	O	O	O	O
Acetaminophen (Tylenol)			R	R	R	R
Adenosine (Adenocard)				R	R	R
Albuterol	O	R	R	R	R	R

Notes: ⁴Must choose one antiarrhythmic and may only administer via bolus; ⁵Must choose only one benzodiazepine for seizures (midazolam preferred); ⁶Must have at least one benzodiazepine (midazolam preferred); ⁷Must have at least one antiemetic; ⁸Must have at least one vasopressor (norepinephrine preferred); ⁹Must choose only one narcotic for pain control (fentanyl preferred); ¹⁰Must have at least one narcotic (fentanyl preferred); ¹¹Must have at least one nonsteroidal anti-inflammatory.

VIII Skill—Medications Approved per Protocol	EMR	EMT	AEMT	INT	PARA	CCP
Amiodarone (Cordarone)				O ⁴	R	R
Aspirin	O	R	R	R	R	R
Atropine				R	R	R
Atropine/Pralidoxime Auto-Injectors (For self, crew, or mass causality incidents)	O	O	O	O	O	O
Calcium					R	R
Cimetidine					O	O
Clopidogrel (Plavix)					O	O
Cyanide Antidote Kits					O	O
Dexamethasone (Decadron)					O	O
Dextrose (D50, D25, D10, D5/0.45/LR/NS/W)			R	R	R	R
Diazepam (Valium)				O ⁵	O ⁶	O ⁶
Diltiazem (Cardizem)					O	O
Diphenhydramine (Benadryl)					O	O
Dolesetron (Anzemet)					O ⁷	O ⁷
Droperidol					O ⁷	O ⁷
Epinephrine (1:1000)	O	R	R	R	R	R
Epinephrine (1:10,000)				R	R ⁸	R ⁸
Etomidate (Amidate)					O	O
Famotidine (Pepcid)					O	O
Fentanyl (Sublimaze)				O ⁹	O ¹⁰	O ¹⁰
Flumazenil (Romazicon)					O	O
Glucagon		O	O	O	O	O
Glucose	O	R	R	R	R	R

Notes: ⁴Must choose one antiarrhythmic and may only administer via bolus; ⁵Must choose only one benzodiazepine for seizures (midazolam preferred); ⁶Must have at least one benzodiazepine (midazolam preferred); ⁷Must have at least one antiemetic; ⁸Must have at least one vasopressor (norepinephrine preferred); ⁹Must choose only one narcotic for pain control (fentanyl preferred); ¹⁰Must have at least one narcotic (fentanyl preferred); ¹¹Must have at least one nonsteroidal anti-inflammatory.

VIII Skill—Medications Approved per Protocol	EMR	EMT	AEMT	INT	PARA	CCP
Haloperidol (Haldol)					0	0
Heparin					0	0
Hydralazine					0	0
Hydrocortisone					0	0
Hydromorphone (Dilaudid)					O ¹⁰	O ¹⁰
Hydroxyzine (Vistaril)					0	0
Ibuprofen (Advil)			O ¹¹	O ¹¹	O ¹¹	O ¹¹
Ipratropium (Atrovent)		0	0	0	0	0
Isopropyl Alcohol	0	0	0	0	0	0
Ketamine (Ketalar)					0	0
Ketorolac (Toradol)			O ¹¹	O ¹¹	O ¹¹	O ¹¹
Labetalol					0	0
Lactated Ringer's			0	0	0	0
Lidocaine (Xylocaine)				O ⁴	R	R
Lorazepam (Ativan)				O ⁵	O ⁶	O ⁶
Magnesium					R	R
Methylprednisolone (Solu-Medrol)					0	0
Metoclopramide (Reglan)					O ⁷	O ⁷
Metoprolol (Lopressor)					0	0
Midazolam (Versed)				O ⁵	O ⁶	O ⁶

Notes: ⁴Must choose one antiarrhythmic and may only administer via bolus; ⁵Must choose only one benzodiazepine for seizures (midazolam preferred); ⁶Must have at least one benzodiazepine (midazolam preferred); ⁷Must have at least one antiemetic; ⁸Must have at least one vasopressor (norepinephrine preferred); ⁹Must choose only one narcotic for pain control (fentanyl preferred); ¹⁰Must have at least one narcotic (fentanyl preferred); ¹¹Must have at least one nonsteroidal anti-inflammatory.

VIII Skill—Medications Approved per Protocol	EMR	EMT	AEMT	INT	PARA	CCP
Morphine				O ⁹	O ¹⁰	O ¹⁰
Naloxone (Narcan)	O	R	R	R	R	R
Naproxen			O ¹¹	O ¹¹	O ¹¹	O ¹¹
Nifedipine					O	O
Nitroglycerin (sublingual tablet/spray)			R	R	R	R
Nitroglycerin (drip or paste)					O	O
Nitrous oxide			O	O	O	O
Norepinephrine (Levophed)					O ⁸	O ⁸
Olanzapine					O	O
Ondansetron (Zofran)				O	O ⁷	O ⁷
Other Short Acting Beta Agonist for Asthma		O	O	O	O	O
Oxygen	O	R	R	R	R	R
Oxymetazoline (Afrin)		O	O	O	O	O
Oxytocin (Pitocin)					O	O
Pancuronium (Pavulon)					O	O
Phenylephrine					O ⁸	O ⁸
Pralidoxime (2-PAM)					O	O
Procainamide					O	O
Prochlorperazine (Compazine)					O ⁷	O ⁷
Promethazine (Phenergan)					O ⁷	O ⁷

Notes: ⁴Must choose one antiarrhythmic and may only administer via bolus; ⁵Must choose only one benzodiazepine for seizures (midazolam preferred); ⁶Must have at least one benzodiazepine (midazolam preferred); ⁷Must have at least one antiemetic; ⁸Must have at least one vasopressor (norepinephrine preferred); ⁹Must choose only one narcotic for pain control (fentanyl preferred); ¹⁰Must have at least one narcotic (fentanyl preferred); ¹¹Must have at least one nonsteroidal anti-inflammatory.

VIII. Skill—Medications Approved per Protocol	EMR	EMT	AEMT	INT	PARA	CCP
Proparacaine					0	0
Ranitidine (Zantac)					0	0
Rocuronium (Zemuron)					0	0
Sodium Bicarbonate					R	R
Succinylcholine (Anectine)					0	0
Terbutaline					0	0
Tetracaine					0	0
Ticagrelor (Brilinta)					0	0
Tranexamic Acid (TXA)					0	0
Vasopressin (Pitressin)				0	0	0
Vecuronium (Norcuron)					0	0
Verapamil					0	0
Ziprasidone (Geodon)					0	0

Notes: ⁴Must choose one antiarrhythmic and may only administer via bolus; ⁵Must choose only one benzodiazepine for seizures (midazolam preferred); ⁶Must have at least one benzodiazepine (midazolam preferred); ⁷Must have at least one antiemetic; ⁸Must have at least one vasopressor (norepinephrine preferred); ⁹Must choose only one narcotic for pain control (fentanyl preferred); ¹⁰Must have at least one narcotic (fentanyl preferred); ¹¹Must have at least one nonsteroidal anti-inflammatory.

IX. Skill—Medications Approved Per Protocol (Interfacility Use Only)

IX. Skill—Medications Approved per Protocol (Interfacility Use Only)	EMR	EMT	AEMT	INT	PARA	CCP
Additional Medications per Service Medical Director Authorization						0
Antimicrobials					0	0
Blood and Blood Products – Initiation					0	0
Blood and Blood Products - Maintenance					0	0
Dopamine					0	0
Furosemide (Lasix)					0	0
Nicardipine					0	0
Tissue Plasminogen Activator (tPA)					0	0



DATE: May 19, 2020

SUBJECT: RESOLUTION 5010(6) - To Terminate and Withdraw from the Wisconsin Service Award Program for the Burlington Rescue Squad, Inc.

SUBMITTED BY: Carina Walters, City Administrator

BACKGROUND/HISTORY:

The Service Award Program (SAP) was created by the State of Wisconsin to provide a small financial incentive, in the way of a retirement stipend, to encourage rescue squad volunteers to remain volunteers for many years in their communities. Participating municipalities make an annual contribution for each member.

In 2008, the City began participation with the SAP program to provide the volunteer E.M.T.s with Burlington Rescue Squad (BRS) retirement benefits. On January 1, 2020, BRS effectively dissolved. As BRS is no longer providing volunteer E.M.T.s which has been assumed by the City of Burlington Fire Department, the City of Burlington must withdraw as the sponsor for BRS in the State of Wisconsin Service Award Program.

BUDGET/FISCAL IMPACT:

As Burlington Rescue Squad, Inc. was self funded, no City dollars will contribute to the SAP.

RECOMMENDATION:

Staff recommends approval of this resolution to withdraw as the sponsor for BRS with the Service Award Program.

TIMING/IMPLEMENTATION:

This item is for discussion at the May 5, 2020 Committee of the Whole meeting, and is scheduled for final consideration at the May 19, 2020 Common Council meeting.

Attachments

Res 5010(6) Termination of Service Award_EMS

**A RESOLUTION TO TERMINATE THE WISCONSIN
SERVICE AWARD PROGRAM FOR THE BURLINGTON RESCUE SQUAD, INC.**

WHEREAS, the City of Burlington was serviced for over 70 years by the Burlington Rescue Squad, Inc. (BRS) a 501c3 volunteer Rescue Squad and thus utilized the services of the volunteer Emergency Medical Technicians (E.M.T.s hereinafter); and,

WHEREAS, the State of Wisconsin (State) and the Volunteer Firefighter and Emergency Medical Technician Service Award Board (Board) have designed a Service Award Program (Program), which allows private vendors to offer plans that provide benefits to volunteer firefighters and emergency medical technicians that render fire fighting and emergency medical services to a municipality that participates in the Program; and,

WHEREAS, the City of Burlington wishes to discontinue the Length of Service Award (LOSA) Program to the members of BRS due to the termination of BRS services effective January 1, 2020.

WHEREAS, BRS is no longer providing volunteer E.M.T.s which has been assumed by the City of Burlington Fire Department. As a result of the termination of the BRS services, the City of Burlington no longer is the appropriate sponsor for BRS for the LOSA program.

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Burlington, Racine County, State of Wisconsin that the City of Burlington, (for the reasons above), hereby withdraws as the sponsor for BRS in the State of Wisconsin Service Award Program for the benefit of the E.M.T.s of the Burlington Rescue Squad.

Introduced: May 5, 2020

Adopted:

Jeannie Hefty, Mayor

Attest:

Diahn Halbach, Clerk



DATE: May 19, 2020

SUBJECT: RESOLUTION 5011(7) - To approve an agreement with The Lakota Group for the development and preparation of a Comprehensive Plan for the City of Burlington.

SUBMITTED BY: Carina Walters, City Administrator

BACKGROUND/HISTORY:

A comprehensive plan is a tool kit designed for municipalities describing physical, social, and economic development of the community. Comprehensive plans are not meant to serve as land use regulations in themselves; instead, they provide a rational basis for local land use decisions for future planning and community decisions.

In 2008, Racine County communities completed a singular Comprehensive Plan. As of 2010, the State of Wisconsin mandates municipalities to update their comprehensive every ten years. In 2018 the County was going to update the plan; however, as FoxConn was developing and other municipalities began updating their own comp plans due to such growth, County recommended municipalities update their own comp plan.

While a local government may choose to include additional elements, a comprehensive plan must include at least all the nine elements below as defined by the Comprehensive Planning Law, including issues and opportunities, housing, transportation, utilities and community facilities, agricultural, natural and cultural resources, economic development, intergovernmental cooperation, land use and implementation.

Staff has been diligently reviewing the two proposals received for the future Comprehensive Plan exercise that included The Lakota Group and Graef (our current Planner). Staff sought a proposal from Meade; however, they did not provide a proposal.

Staff recommends engaging The Lakota group for many reasons to include: the engagement/response seen by Council at the November Bear Development Discussion (STH. 83), a fresh set of eyes, and the knowledge base Lakota has with completing various comprehensive plans in the county.

The total process could extend three to four months, which includes a multiphase Overall Community Vision Plan that addresses a 20-year vision for the City of Burlington community, The Plan should focus on a range of core community issues such as but not limited to:

- Land Use Mix
- Housing
- Retail/Commercial Mix
- Transportation/Transit Network
- Pedestrian/Bicycle mobility and connectivity
- Community Infrastructure Network/Capacities
- Open Space Network
- Employment
- Education
- Health and Wellness
- Special Districts and Corridors
- Cultural/Heritage, Arts and Preservation
- Community character and Urban Design
- Resiliency and Sustainability
- Fiscal Sustainability

BUDGET/FISCAL IMPACT:

A general professional fee budget range for the three -phase planning process as outlined above would be as follows:

- Phase 1 – Analyze budget range : \$8,000 - \$12,000
- Phase 2 – Visioning budget range: \$16,000 - \$18,000
- Phase 3 – Final Vision Plan budget range: \$12,000 - \$14,000

Graef's projected costs were within the same price range of Lakota Group. The total project budget range: \$36,000 - \$44,000, which was included in the 2020 Annual Budget.

RECOMMENDATION:

Staff recommends approval of the agreement with the Lakota Group to prepare a Comprehensive Plan for the City of Burlington.

TIMING/IMPLEMENTATION:

This item is for discussion at the May 19, 2020 Committee of the Whole meeting, and is scheduled for final consideration at the June 2, 2020 Common Council meeting.

Attachments

Res 5011(7) Lakota Group Agreement
Lakota Agreement

**A RESOLUTION APPROVING AN AGREEMENT WITH THE LOKOTA GROUP FOR
THE DEVELOPMENT AND PREPARATION OF A COMPREHENSIVE PLAN FOR
THE CITY OF BURLINGTON**

WHEREAS, the City of Burlington from time to time seeks to prepare a Comprehensive Plan; and,

WHEREAS, Lakota Group has been recommended for such services; and,

WHEREAS, the fee for such services from the Lakota Group will not exceed \$44,000, as indicated in the attached agreement, attached hereto as Attachment "A".

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Burlington that a retaining the Lakota Group to develop and prepare a Comprehensive Plan for the City of Burlington is hereby approved.

BE IT FURTHER RESOLVED that the Mayor be and are hereby authorized and directed to execute such agreement on behalf of the City.

Introduced: May 19, 2020
Adopted:

Jeannie Hefty, Mayor

Attest:

Diahnn Halbach, City Clerk

MEMORANDUM

DATE: February 17, 2020

TO: Jenny Trick, Executive Director
Racine County Economic Development Corporation
2320 Renaissance Boulevard
Sturtevant, WI 53177

Carina Walters, City Administrator
300 N Pine Street
Burlington, WI 53105

FROM: Scott Freres, President
The Lakota Group
116 W. Illinois St., Floor 7
Chicago, IL 60654

116 West Illinois Street
Floor 7
Chicago, Illinois 60654
p 312.467.5445
f 312.467.5484

thelakotagroup.com

RE: Burlington Wisconsin - Vision Plan 2040

Vision Plan 2040 Overview/Outline

Implement a multiphase Overall Community Vision Plan that addresses a 20-year vision for the City of Burlington community, The Plan should focus on a range of core community issues such as but not limited to:

- Land Use Mix
- Housing
- Retail/Commercial Mix
- Transportation/Transit Network
- Pedestrian/Bicycle mobility and connectivity
- Community Infrastructure Network/Capacities
- Open Space Network
- Employment
- Education
- Health and Wellness
- Special Districts and Corridors
- Cultural/Heritage, Arts and Preservation
- Community character and Urban Design
- Resiliency and Sustainability
- Fiscal Sustainability

Our team of urban planners and designers will work with the City's economic and fiscal advisor to provide an efficient and focused community planning process primarily targeting key opportunity sites in the downtown, key corridors, and the business park areas. The plan seeks to visualize and assess the appropriate land use character and mix for that adds value to the community character and economic development needs and connects the Burlington community. This vision plan scope will not provide a robust level of community engagement, but does provide for strategic community input opportunities at several open houses at key milestones in the planning process.

Proposed Scope

Phase 1 - Analyze

The goal of **Phase 1 Analyze** is for our team to better understand the existing community character, demographic, competitive marketplace, land use mix, and infrastructure systems. We will utilize current information and maps provided by the city and regional planning agencies to examine current conditions, policies, and regional impacts. Please note that our team will build off current city planning as well as our own work developed as part of the Western Racine County Target Development Area study.

As part of Phase 1 our team will coordinate with the City to conduct a community-wide survey (using the City's POLCO), two (2) focus groups consisting of civic leaders and staff and business/property owners and key stakeholders, and one Open House, which will report the existing conditions analysis.

This Phase will produce a series of maps and exhibits that will be summarized in a State of the Community Memo.

Anticipated Timeline: 2-3 months

Phase 2 - Visioning

The goal of **Phase 2 Visioning** is for our team to explore, and test a range of ideas, strategies and policies for future physical improvements to the key target opportunity areas of the City of Burlington. Plans, illustrations, visual imagery and other data and support materials will be utilized to explore these ideas with the City leaders and staff. The range of ideas will be shaped and will evolve into redefined plans and ideas as we move into the Final Vision 2040 Plan Phase.

Anticipated Timeline: 2-3 Months

Phase 3 - Final Vision 2040 Plan

The compilation of all our community dialogue, studies, and plans will be cultivated into both a draft and final Vision Plan document to be vetted by our steering committee, plan commission, and eventually adopted by the City Council. The plan initiatives and projects will be linked to key implementation strategies and timelines into the Final adopted document.

Anticipated Timeline: 2-3 months

A general professional fee budget range for the **three -phase** planning process as outlined above would be as follows:

Phase 1 - Analyze budget range :	\$8,000 - \$12,000
Phase 2 - Visioning budget range:	\$16,000 - \$18,000
Phase 3 - Final Vision Plan budget range:	\$12,000 - \$14,000
Total project budget range:	\$ 36,000 - \$44,000

Lakota Billing Rates (2020):

President	\$310
Principal	\$270
Vice President	\$235
Senior Associate	\$195
Project Planner/Designer/Manager	\$170
Admin./Clerical support	\$95



DATE: May 19, 2020

SUBJECT: ORDINANCE 2059(2) - To amend Section 187-7(F)(1), Classes of Licenses and Fees, to authorize the City Clerk as a designated municipal official to issue Operator's Licenses.

SUBMITTED BY: Diahnn Halbach, City Clerk

BACKGROUND/HISTORY:

The City of Burlington has adopted and incorporated into its Municipal Code, Wisconsin State Statute Chapter 125, Alcohol Beverages, and therefore must amend our code in order to stay current with any State changes. On March 3, 2020, Governor Evers signed an Act to amend 125.17 (1)(a) through 125.17(6)(b) of the statutes; relating to: issuance by municipalities of alcohol beverage operator's licenses.

Section 1. 125.17 (1) of the State Statutes has been amended to read:

- 125.17 (1) Authorization. Every municipal governing body shall issue an operator's license to any applicant who is qualified under s. 125.04 (5), *except that the municipal governing body may by ordinance authorize a designated municipal official to issue operator's licenses.* Operators' licenses may not be required other than for the purpose of complying with ss. 125.32 (2) and 125.68 (2) or s. 125.06 (3g). Operators' licenses may be issued only upon written application.

Section 187-7(F)(1) of the City of Burlington Municipal Code currently states and proposes to be amended as follows:

- **F. (1)** Operators' licenses may be granted to individuals by the Common Council *and/or by the City Clerk* for the purposes of complying with §§ 125.32(2) and 125.68(2), Wis. Stats.

F. (6) With respect to its issuance of an Operator's License under the provisions of above Subsection (F)(1) by the City Clerk, (i) the City Clerk may refer the application to the Common Council for its consideration and decision, (ii) the applicant may appeal the denial of its application by the City Clerk to the Common Council for its consideration and decision, and (iii) the Common Council itself may review a decision of the City Clerk with respect to the granting and/or denial of an application for an Operator's License, for the Common Council's own consideration and decision on the application.

Any such appeal by the applicant to the Common Council, however, (i) shall be made by the applicant through a written notice to the City Clerk, within thirty (30) days after the date of the decision by the City Clerk on the application, and (ii) if not so timely appealed, the ability to make such an appeal by the applicant to the Common Council shall automatically be deemed to be waived by the applicant

Applications will still be required to have background checks and be approved by the police department. Approval of this amendment will allow Operator's Licenses to be issued on a more timely and frequent basis. Currently, licenses are only issued twice per month after each Common Council meeting.

BUDGET/FISCAL IMPACT:

There is no budget/fiscal impact.

RECOMMENDATION:

Staff recommends approval of this amendment.

TIMING/IMPLEMENTATION:

This item is for discussion at the May 19, 2020 Committee of the Whole meeting, and due to timing of the upcoming issuance of renewals for the 2020-2021 licensing year, is scheduled for final consideration at the same evening Common Council meeting.

Attachments

Ord 2059(2) Amended Authorization to Issue Operator's Licenses

AN ORDINANCE TO AMEND SECTION 187-7(F)(1), CLASSES OF LICENSES AND FEES, AUTHORIZING THE CITY CLERK AS A DESIGNATED MUNICIPAL OFFICIAL TO ISSUE OPERATOR'S LICENSES.

The Common Council of the City of Burlington do ordain as follows:

Section 1. Section 187-7(F)(1), Classes of licenses and fees, is hereby amended to read as follows:

F. **(1)** Operators' licenses may be granted to individuals by the Common Council and/or by the City Clerk for the purposes of complying with §§ 125.32(2) and 125.68(2), Wis. Stats.

F. **(6)** With respect to its issuance of an Operator's License under the provisions of above Subsection (F)(1) by the City Clerk, (i) the City Clerk may refer the application to the Common Council for its consideration and decision, (ii) the applicant may appeal the denial of its application by the City Clerk to the Common Council for its consideration and decision, and (iii) the Common Council itself may review a decision of the City Clerk with respect to the granting and/or denial of an application for an Operator's License, for the Common Council's own consideration and decision on the application.

Any such appeal by the applicant to the Common Council, however, (i) shall be made by the applicant through a written notice to the City Clerk, within thirty (30) days after the date of the decision by the City Clerk on the application, and (ii) if not so timely appealed, the ability to make such an appeal by the applicant to the Common Council shall automatically be deemed to be waived by the applicant.

Section 2. This ordinance shall take effect and be in full force after its passage and publication as required by law.

Introduced: May 19, 2020
Adopted:

Jeannie Hefty, Mayor

Attest:

Diahn Halbach, City Clerk



DATE: May 19, 2020

SUBJECT: MOTION 20-968 - To Ratify, Approve and Adopt an Emergency Declaration by the City of Burlington for a Personal Protective Equipment (PPE) Decontamination Services Agreement with Battelle Memorial Institute.

SUBMITTED BY: Carina Walters, City Administrator

BACKGROUND/HISTORY:

This motion adopts a contract with Battelle Memorial Institute, described in "Attachment A", for Personal Protective Equipment (PPE) Decontamination Services during the time period of the Declaration of Emergency signed by Mayor Jeannie Hefty, all pursuant to the provisions of Section 31-6 of the City of Burlington Municipal Code, adopted pursuant to the provisions of Section 323.52 of the Wisconsin Statutes.

The Food and Drug Administration issued an Emergency Use Agreement ("EUA") on March 29, 2020 authorizing Battelle Memorial Institute to operate the Battelle Critical Care Decontamination System™ for use in decontaminating compatible N95 or N95-equivalent respirators for reuse by healthcare personnel during the COVID-19 pandemic.

Battelle will provide decontamination service, store contaminated PPE prior to decontamination and repackage PPE. Battelle will deliver a chain of custody form (or equivalent) indicating conditions of the decontamination implementation process, in addition to chemical indicators which will be used to qualify each decontamination cycle will be provided for each decontamination cycle performed for all PPE upon retrieval. Battelle will comply with the terms and conditions of the EUA.

This Agreement shall begin upon execution and last indefinitely until any one of the following occurrences:

- a. The Client notifies Battelle in writing that it no longer wishes to participate in the program;
- b. The DLA Contract under which this program operates expires or is terminated by the US Government;
- c. The US Government directs Battelle to no longer operate at the site location used by Client and an alternate location is not available;
- d. The EUA is revoked by the FDA pursuant to Section 564(b)(2) of the Federal Food, Drug, and Cosmetic Act;
- e. The participating healthcare facility violates the terms and conditions of this agreement, or any applicable US law or regulation governing this program, or whose status changes so that it no longer qualifies as an eligible healthcare facility; or
- f. Funding of the program is exhausted and is not available to continue processing N95 respirators.

BUDGET/FISCAL IMPACT:

Under this program, qualifying customers can submit qualifying PPE to be decontaminated at a Battelle approved facility without cost to the customer.

RECOMMENDATION:

Staff recommends approval of this agreement with Battelle Memorial Institute for PPE decontamination services.

TIMING/IMPLEMENTATION:

This item is for discussion at the May 19, 2020 Committee of the Whole meeting, and is scheduled for final consideration at the same evening Common Council meeting.

Agreement

PERSONAL PROTECTIVE EQUIPMENT (PPE) DECONTAMINATION SERVICES AGREEMENT

WHEREAS, on March 12, 2020, the World Health Organization declared COVID-19 a pandemic. On March 13, 2020, the President of the United States declared a National Emergency Concerning the Novel Coronavirus Disease (COVID-19) Outbreak;

WHEREAS, the Food and Drug Administration on March 29th, 2020 issued an Emergency Use Agreement (“EUA”) authorizing Battelle Memorial Institute to operate the Battelle Critical Care Decontamination System (CCDS)[™] for use in decontaminating compatible N95 or N95-equivalent respirators (“compatible N95 respirators”) for reuse by healthcare personnel (HCP)¹ to prevent exposure to pathogenic biological airborne particulates when there are insufficient supplies of Filtering Facepiece Respirators (FFR) during the COVID-19 pandemic;

WHEREAS, on April 10th, 2020 the Defense Logistics Agency, under authority of 10 U.S.C. 2304(c)(2), FAR Part 6.302-2, issued a contract to Battelle Memorial Institute to operate the CCDS[™], in accordance with conditions of the EUA, to decontaminate compatible N95 respirators at site locations throughout the United States as directed by the U.S. Government (the “DLA Contract”). Under this program, qualifying customers can submit qualifying PPE to be decontaminated at a Battelle approved facility without cost to the customer;

WHEREAS, Client and Battelle acknowledge and understand that the provision of these services is intended to be within the scope of the Public Readiness and Emergency Preparedness Act (“PREP Act”) and the PREP Act COVID-19 declaration by the U.S. Department of Health and Human Services, effective as of February 4, 2020;

WHEREAS, the EUA directs and requires Battelle to enter into agreements with customers requesting decontamination of compatible N95 respirators prior to providing such services to the facility; and

THEREFORE, now comes Battelle and The City of Burlington, Wisconsin (and at Client’s option, its affiliates and/or subsidiaries) (“Client”), referred to herein individually as a “Party” and collectively as the “Parties”, to set forth the terms and conditions under which a customer can elect to participate in this program.

1. DURATION OF AGREEMENT

This Agreement shall begin upon execution and last indefinitely until any one of the following occurrences:

- a) The Client notifies Battelle in writing that it no longer wishes to participate in the program;
- b) The DLA Contract under which this program operates expires or is terminated by the US Government;
- c) The US Government directs Battelle to no longer operate at the site location used by Client and an alternate location is not available;
- d) The EUA is revoked by the FDA pursuant to Section 564(b)(2) of the Federal Food, Drug, and Cosmetic Act;
- e) The participating healthcare facility violates the terms and conditions of this agreement, or any applicable US law or regulation governing this program, or whose status changes so that it no longer qualifies as an eligible healthcare facility; or

¹ Healthcare personnel (“HCP”) refers to all paid and unpaid persons serving in healthcare settings who have the potential for direct or indirect exposure to patients or infectious materials, including body substances (e.g., blood, tissue, and specific body fluids); contaminated medical supplies, devices, and equipment; contaminated environmental surfaces; or contaminated air. These HCP include, but are not limited to, emergency medical service personnel, nurses, nursing assistants, physicians, technicians, therapists, phlebotomists, pharmacists, dentists and dental hygienists, students and trainees, contractual staff not employed by the healthcare facility, and persons not directly involved in patient care, but who could be exposed to infectious agents that can be transmitted in the healthcare setting (e.g., clerical, dietary, environmental services, laundry, security, engineering and facilities management, administrative, billing, and volunteer personnel).

- f) Funding of the program is exhausted and is not available to continue processing N95 respirators.
- g) Battelle may terminate this agreement at its convenience for any reason.
- h) Battelle is unable to continue to process PPE for decontamination due to a force majeure event as described in Section 10 below.

Battelle will notify Client upon occurrence of any of the preceding events as soon as practical. In no event will Battelle be responsible to process PPE submitted by Client after occurrence of any of the preceding events regardless of Client's expectations or reliance on the program. Battelle will not be liable for any costs of substitute decontamination services sought by Client subsequent to the end of this program.

2. SERVICES PROVIDED

Battelle will provide decontamination services to Client for hospital Personal Protective Equipment (PPE), limited to the PPE approved by the FDA as set forth in EUA for decontamination processing. Battelle will receive and store contaminated PPE prior to decontamination. Battelle will decontaminate and repackage PPE. Battelle will deliver a chain of custody form (or equivalent) indicating conditions of the decontamination implementation process in addition to chemical indicators which will be used to qualify each decontamination cycle will be provided for each decontamination cycle performed for all PPE upon retrieval. Battelle will comply with the terms and conditions of the EUA. If Client wishes to have Battelle assist in the transportation of PPE to and from Client, Client can request such assistance. In response, and at Battelle's sole discretion, Battelle may provide a subcontractor to coordinate transportation of PPE to and from the Battelle approved decontamination facility to Client location. These services will be provided to the Client at no cost.

3. CLIENT'S RESPONSIBILITIES

- a. Client will be responsible for preparing PPE for transportation in the manner described in the instructions provided to Client
- b. Client shall make available to HCP who are or may be using the decontaminated respirators the authorized Fact Sheet for Healthcare Personnel that is required to be provided by Battelle.
- c. Client shall monitor HCP who use such respirators for the signs and symptoms of potential infection with SARS-CoV-2 or other respiratory infection and promptly report such information to Battelle, so that Battelle can provide a weekly report to FDA. Reports of adverse health indications should be reported up to and including 14 days after the last contact with suspected SARS-CoV-2 virus.
- d. Client shall inspect the decontaminated respirators upon receipt from Battelle. Any discoloration or other signs of degradation with a decontaminated respirator should promptly be reported to Battelle, and the healthcare facility should dispose of such respirator.
- e. The maximum number of times a N95 respirator can undergo the decontamination cycle is twenty (20) and the Client shall not submit N95 respirators that have reached this limit for decontamination.
- f. Client shall provide Battelle with a complete list of all subsidiaries and/or affiliates who utilize Services provided for in this Agreement. Client is responsible for obtaining a three-digit site code for each Client location that will be utilizing the Services provided for in this Agreement.
- g. Client shall make the literature listed in Section 4 below available to all subsidiaries and/or affiliates who utilize the Services provided for in this Agreement.

- h. Client shall certify that the personnel benefiting from the use of the Services herein are Healthcare Personnel as provided for in the EUA.

4. RECEIPT OF LITERATURE

Client acknowledges that it has received the following literature from Battelle related to this program.

- Instructions for Healthcare Personnel: Preparation of Compatible N95 Respirators for Decontamination by the Battelle Memorial Institute Using the Battelle Decontamination System (“Instructions for Healthcare Personnel”);
- Instructions for Healthcare Facilities: Preparation and Collection of Compatible N95 Respirators for Decontamination by the Battelle Memorial Institute Using the Battelle Decontamination System (“Instructions for Healthcare Facilities”); and
- Labeling and instructions for use developed by Battelle that include the Fact Sheet, Instructions for Healthcare Personnel, and Instructions for Healthcare Facilities.

5. WARRANTY AND LIMITATION OF LIABILITY

ALL SERVICES ARE PROVIDED TO CLIENT AS-IS. BATTELLE MAKES NO OTHER WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, OR FOR ANY PARTICULAR RESULT.

Notwithstanding any other provision of this Agreement to the contrary, in no event shall either Party be liable to the other for any indirect, incidental, special, punitive, or consequential damages, arising from or in connection with this Agreement and regardless of the cause of action or theory of law asserted.

In no event shall Battelle’s maximum cumulative liability, regardless of the cause of action or theories of law asserted, exceed the total amount paid by Client to Battelle under this Agreement.

6. If Client is prohibited by law from indemnifying Battelle against third-party claims, then Section 6.A. will apply. If Section 6.A. does not apply, then Section 6.B. shall apply.

A. LIABILITIES

Each Party agrees to be responsible for any liability, claim, loss, damage or expenses, including without limitation, reasonable attorney fees, arising from its negligent acts or omissions in connection with its performance of this Agreement, or its failure to comply with the terms of this Agreement, as determined by a court of competent jurisdiction.

B. INDEMNIFICATION

Client agrees to indemnify, defend, and hold Battelle, its affiliates, and their respective directors, officers, employees, consultants, and agents harmless from any and all liabilities, demands, damages, costs and expenses (including reasonable attorneys’ fees and court costs) arising from any third-party suits or claims to the extent based upon or resulting from Client’s use of Battelle’s services provided pursuant to this Agreement. Notwithstanding the foregoing, Battelle shall not be entitled to indemnification protection for claims related to its willful misconduct or gross negligence.

7. COMPLIANCE WITH LAWS

The Parties agree to comply with all laws and regulations applicable to the performance of their respective obligations under this Agreement, including those related to export control, and neither Party shall export nor re-export any tangible goods, service or information related to this Agreement without first obtaining any required export licenses or other governmental approvals, if required by law. Each Party is responsible for its own compliance with this provision.

8. NON-ENDORSEMENT AND USE OF NAME

Client agrees that it will not use or imply Battelle's name or marks, or use Battelle's reports, for advertising, promotional purposes, raising of capital, recommending investments, or in any way that implies endorsement by Battelle without Battelle's prior written approval.

9. FORCE MAJEURE

Neither Client nor Battelle shall be liable for any expenses, losses or damages (except payment of monetary obligations) resulting from delay or failure to perform caused by acts beyond the control of the Party delayed or unable to perform including, without limitation, acts or failure to act of government, war, acts of terror, civil unrest, extreme weather conditions, and pandemics (a "Force Majeure Event"). In the event of any delay or failure to perform occasioned by the foregoing, the time for performance will be extended by a period of time equal to the time lost by reason of such delay or failure to perform and any other affected provision(s) of the Agreement including, without limitation, price, shall be equitably adjusted provided that the Party delayed or unable to perform provided the other Party with written notice of the occurrence and impact of the Force Majeure Event.

10. MISCELLANEOUS

Each Party is, at all times, acting as an independent contractor under this Agreement and not as an agent, employee, joint venturer or partner of the other.

This Agreement may not be assigned in whole or in part without the prior written consent of both Parties, which shall not be unreasonably withheld or delayed. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by and against the successors and permitted assigns of each Party.

Battelle makes no commitments with regards the time necessary to complete the decontamination process once PPE is received from the Client. Processing time will be dependent on the amount of PPE received from numerous health care providers.

The failure by one Party to require performance of any provision or to exercise any right, remedy or option available under this Agreement shall not affect that Party's right to require performance or to exercise such right, remedy or option at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

If any part of this Agreement shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other part of this Agreement.

This Agreement may be modified or amended only by mutual agreement in writing. Battelle may require additional conditions of participation at any time in order for client to continue participation. No course of dealing, usage of trade, waiver, or non-enforcement shall be construed to modify or otherwise alter the terms and conditions of this Agreement.

This Agreement represents the entire agreement of the Parties and supersedes any prior discussions or understandings, whether written or oral, relating to the subject matter hereof and neither Party makes any representations other than as expressly set forth in this Agreement. In the event of any conflict or inconsistency between these terms and conditions and those of any Task Order, these terms and conditions shall control.

This Agreement shall be construed in accordance with the laws and enforced within the jurisdiction of the State of Ohio, without regard to its conflicts of law principles.

Clauses 5, 6, 7, 8, 9, and 10 shall survive termination or expiration of this Agreement.

IN WITNESS WHEREOF, the terms and conditions of this agreement are accepted by Client.

[signature page to follow]

CLIENT

BY: The City of Burlington, Wisconsin

NAME: *Carina G. Walters*

Carina G. Walters

TITLE: City Administrator

DATE: May 6, 2020

Battelle Memorial Institute

BY: _____ *Courtney M. Brooks* _____

NAME: Courtney Brooks

TITLE: Sr. Contracts Representative

DATE: May 7, 2020
