



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

AGENDA
COMMITTEE OF THE WHOLE

Tuesday, July 7, 2020

6:30 p.m.

Common Council Chambers, 224 East Jefferson Street

Webinar Link: <https://us02web.zoom.us/j/83742370640?pwd=MVVaZHGwNXVWahdldDBnTEIxUFIyQT09>

Webinar ID: **837-4237-0640**

Password: **441655**

Telephone Dial: US: (312) 626-6799

- To attend a meeting, click on the link provided or dial in with the phone number provided on the meeting agenda. You may need to create a Zoom account if you access the meeting online.
- You will participate as an attendee, not a panelist. You will be muted by the meeting moderator.
- To participate/speak during a meeting when allowable, you will need to “raise your hand”. Online you will find a ‘raise hand’ option in the menu bar. Via phone, you can press *9.
- All meetings are recorded and subject to the Wisconsin Open Meetings Law.

Mayor Jeannie Hefty

Susan Kott, Alderman, 1st District

Theresa Meyer, Alderman, 1st District

Bob Grandi, Alderman, 2nd District

Ryan Heft, Alderman, 2nd District

Steve Rauch, Alderman, 3rd District

Jon Schultz, Council President, Alderman, 3rd District

Thomas Preusker, Alderman, 4th District

Todd Bauman, Alderman, 4th District

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

2. **Citizen Comments:** Telephone Dial: US: (312) 626-6799, Webinar ID: 837-4237-0640

3. **Approval of Minutes** (*T. Meyer*)

A. To approve the June 16, 2020 Committee of the Whole Meeting Minutes.

4. **DISCUSSION:**

A. **Discussion:** To discuss a possible ordinance amendment, requested by Geoffrey Davel of 156 Randolph Street, to include allowing a garden and other vegetation to be grown in the boulevards.

B. **Discussion** - To direct City staff to draft a joint Municipal Resolution petitioning Racine County for a 1/2-cent Sales Tax increase.

5. **RESOLUTIONS:**

- A. **Resolution 50190(15)** - To approve the Water System SCADA (Supervisory Control and Data Acquisition) Improvement Services with Redford Data Services in the amount of \$13,594.00.
- B. **Resolution 5020(16)** - To approve Task Order 111 with Kapur & Associates for the Design of Maryland Avenue Road Improvements.

6. **ORDINANCES:** None

7. **MOTIONS:**

- A. **Motion 20-974** - To approve a site plan for a beer garden at Devor Park in association with the Burlington Community Aquatic Center.
 - B. **Motion 20-975** - To approve the City of Burlington Fire Chief and/or Service Director to apply for the Wisconsin EMS Funding Assistance Program (FAP).
 - C. **Motion 20-976** - To approve an Airport Hangar Lease with John Pelland for property located at 916 Alpha Taxiway, Burlington Municipal Airport, Burlington, Wisconsin.
 - D. **Motion 20-977** - To approve an Airport Hangar Lease with BBS Investments, LLC for property located at 900, 908, 916 Delta Taxiway and 901, 909, 917 Gulf Taxiway, Burlington Municipal Airport, Burlington, Wisconsin.
8. **ADJOURNMENT** (*B. Grandi*)

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



COMMITTEE OF THE WHOLE

ITEM NUMBER 3A

DATE: July 7, 2020

SUBJECT: MEETING MINUTES - To approve the June 16, 2020 Committee of the Whole Meeting Minutes.

SUBMITTED BY: Diahnn Halbach, City Clerk

BACKGROUND/HISTORY:

The attached minutes are from the June 16, 2020 Committee of the Whole meeting.

BUDGET/FISCAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval of the attached minutes from the June 16, 2020 Committee of the Whole meeting.

TIMING/IMPLEMENTATION:

This item is scheduled for final consideration at the July 7, 2020 Common Council meeting.

Attachments

COW Minutes



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

CITY OF BURLINGTON
Committee of the Whole Minutes
Jeannie Hefty, Mayor
Diahnn Halbach, City Clerk
Tuesday, June 16, 2020

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

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

Staff present: Administrator Carina Walters, City Attorney John Bjelajac, Finance Director Steve DeQuaker, Assistant City Administrator/Zoning Administrator Megan Watkins, Public Works Director Peter Riggs, Human Resource Manager Jason Corbin, Library Director Joe Davies, Building Inspector Gregory Guidry.

2. **Citizen Comments:** Telephone Dial: US: (312) 626-6799, Webinar ID: 837-4237-0640

3. **Approval of Minutes:** To approve the June 2, 2020 Committee of the Whole Meeting Minutes. Motion: Alderman Bauman. Second: Alderman Rauch. With all in favor, the motion carried.

4. **DISCUSSION:** A discussion and presentation of the 2020 Internal Environmental Scan.

Administrator Walters provided an overview of the 2020 Environmental Scan stating it had been developed by staff to assist in preparation of the 2020 Strategic Plan, which a preliminary step in the strategic planning process. Walters further stated that the Scan is a description and analysis of Burlington, it's demographics, environment, and community and that it provides a framework for understanding the city, its attributes, and relevant issues in planning its future, as well as the context of the broader region of which it is a part. Director Watkins then provided further details for each individual department including its challenges, impacts and next steps.

5. **RESOLUTIONS:** None

6. **ORDINANCES:**

- A. **Ordinance 2060(3)** - To consider approval of a Rezone Map Amendment request at 965 S. Pine Street from Rd-2, Two-Family Residential District with a Planned Unit Development to Rm-2, Multi-Family Residential District.

Director Watkins provided an overview of the requested Rezone Map Amendment stating that Craig Faust, owner, is requesting a rezone for the purpose of constructing the "Spring Brook Apartments", which would be one two-story structure containing 12, 2-bedroom units.

Alderman Schultz asked where exactly this would be located. Watkins responded that the building would be located across the street from Pine Brook and that the two existing homes would be demolished.

Alderman Heft asked what the market rate would be for these apartments. Watkins responded that rental rates would be between \$1200-\$1300 per month. Alderman Heft then asked if an environmental study had been completed to address concerns of water run-off or flooding. Gregory Governatori, Kapur & Assoc., responded that there wasn't a specific environmental impact study completed, however it was reviewed from a storm water management perspective, which met the water requirements. Craig Faust, Faust Investments, also responded stating that the flood plain was taken into account, which is why the building is being positioned the way it is, as well as the landscaping that is to be completed.

7. **MOTIONS:** None

8. **ADJOURNMENT**

Motion: Alderman Kott. Second: Alderman Bauman. With all in favor, the motion carried and the meeting was adjourned at 7:08 p.m.

Minutes respectfully submitted by:

Diahnn C. Halbach
City Clerk
City of Burlington



DATE: July 7, 2020

SUBJECT: **DISCUSSION:** To discuss a possible ordinance amendment, requested by Geoffrey Davel of 156 Randolph Street, to include allowing a garden and other vegetation to be grown in the boulevards.

SUBMITTED BY: Gregory Guidry, Building Inspector

BACKGROUND/HISTORY:

Since 2018, City staff from the Director of Public Works, Building Inspection, as well as Elected Officials have had emails/conversations with Mr. Davel regarding the inappropriate use of the City's boulevard. Despite these attempts, the boulevard has not been brought back to its original state.

On April 20, 2020, an inspection of property located at 156 Randolph Street, revealed conditions that violate the City of Burlington Code of Ordinance 274-6 Care of Parkways, in which a Notice of Violation letter was issued.

Property owner, Geoffrey Davel, responded on June 5, 2020, formally requesting to appeal the order based on other houses located within the City, having gardens in their parkway.

Attached, for your review, is the following correspondence:

- 1. Notice of Violation letter
- 2. Photos of the "parkway garden"
- 3. Email response from Mr. Davel
- 4. Correspondence from City Attorney, John Bjelajac

This evening, Mr. Davel is present to petition the Council for an ordinance amendment and answer any questions.

BUDGET/FISCAL IMPACT:

N/A

RECOMMENDATION:

Staff does not recommend an ordinance change.

TIMING/IMPLEMENTATION:

This item is for discussion at the July 7, 2020 Committee of the Whole meeting. Should Council wish to pursue an amendment to City Ordinance 274-6 Care of Parkways, staff will draft an amended ordinance and present to Council at the July 21, 2020 Committee of the Whole meeting.

Attachments

- Notice of Violation
- Photos
- Property Owner Correspondence
- City Attorney Correspondence



Letter Date: 6-3-2020
Municipality: City of Burlington
Inspection Date: April 20, 2020
Inspected By: Gregory Guidry
Phone: 262-342-1164

Recipients

Geoffrey Davel, 156 Randolph Street

Re: 156 Randolph Street - Violation of Municipal Code 181-1 Property Maintenance

In 2016 the City of Burlington contracted with SAFEbuilt to conduct property maintenance inspections. On April 20, 2020, an inspection of the premises at the above address revealed conditions that violate the City of Burlington Code of Ordinances. You are hereby issued a written order to correct each violation listed below within 30 days from receipt of this notice. Failure to remediate the issues listed below by the above timeline may result in possible fines or citations.

1. Municipal Code 181-1

City Ordinance 274-6 **Care of Parkways:**

- A. Duty of owner or occupant. The owner, occupant or person in charge of the abutting premises shall keep all grasses and trees growing on the spaces between the curb line and the sidewalk, or parkways, of all streets in the slightly and proper condition.
- B. Removal by City. If any such person shall fail to modify, remove or improve any improper or unsightly conditions in such spaces with 10 days after receipt of notice from the Department of Public Works, he shall be liable to have the same modified, removal or improved by the City, and the cost therefor shall be assessed and collected as a special tax against the abutting property.

- Last summer you and I talked about this violation and I informed you that you will not be allowed to plant a produce garden in the right-of-way anymore. We met again in the fall on another topic, and again I mentioned that you would not be allowed to plant the garden in the right-of-way. You have talked with a couple of City Aldermen, as well, on this topic. This is now the formal written notification of the violation. Last year you had a fence installed around the garden and the height of the tomato plants may have violated the City's vision triangle sight ordinance. If you do not remove the garden within 30 days I will be adding these two additional ordinance violations to the list which will increase the **daily** citation amount.
- I would like to thank you for the cleanup and organization effort you did on your property last fall and this spring.



NOTE Please coordinate with Gregory Guidry, Building Inspector for the City of Burlington 262-342-1164 or via email at gguidry@burlington-wi.gov

You may appeal this order by filing a written request for a hearing with the City Clerk no later than three (3) business days from receipt of this notice.

For any additional information, please contact Gregory Guidry directly at 262-342-1164. Thank you for your cooperation in this matter.

Sincerely,

Gregory Guidry

Gregory Guidry
City of Burlington
Building Inspector





156 Randall
8/30/19



156 Randall
8/30/19

Megan Watkins

Subject: FW: Care of parkway

From: scott davel [mailto:gscoffdavel@gmail.com]

Sent: Friday, June 05, 2020 12:21 PM

To: Gregory Guidry <gguidry@burlington-wi.gov>; Bob Grandi <bobgrandi1@gmail.com>; Peter Riggs <priggs@burlington-wi.gov>; Ryan Heft <rheft12@gmail.com>; Carina Walters <cwalters@burlington-wi.gov>; Kayla Davel (Wife) <kayladavel@gmail.com>

Subject: Care of parkway

Dear Mr. Guidry,

I received your certified letter today in regards to municipal code 181-1, City Ordinance 274-6 Care of Parkways.

I would like to formally appeal this order, by having this email as my written request for a hearing with the city clerk. I am appealing this order based that many houses in the surrounding blocks have gardens in the parkway, such as:

173 State st
208 Randolph
132 Hiland
232 Kane
224 Kane
149 Kane
133 Kane
117 State

To name a few. Second, I did remove the fence, which was temporary and according to city of Burlington PD was ok. Third, height of garden is 24" or less which wouldn't block the stop sign view or affect the view of the intersection as our house sits so close to the road. Last, as stated previously, the grass had died, there was little soil health left and to replant grass would have been futile.

Could you please explain the vision triangle sight ordinance my tomato plants violated? They were not in cages or climbing and were not 24" tall.

I would also like to request a meeting with the common council to amend City Ordinance 274-6 Care of Parkways to read:

A. Duty of owner or occupant. The owner, occupant or person in charge of the abutting premises shall keep all *vegetation* growing on the space between the curb line and the sidewalk, or parkway, of all streets in *sightly* and proper condition. *Tree's shall be cared for by the City.*

B. Removal by City. If any person shall fail to modify, remove or improve any improper or unsightly conditions in such spaces with 10 days after receipt of notice from the Department of Public Works, they shall be liable to have the same modified, removal or improved by the City, and the cost therefore shall be assessed and collected as a special tax against the abutting property.

Of note, I changed grasses to vegetation as not all grass grows well under trees and city beautification can include flowers and ornamentals in a parkway with out hampering current guidelines. Second, I changed trees to being maintained by the City, as they are currently maintaining said trees.

If you require more information, or updated pictures as the picture you listed was from last year, please don't hesitate to ask.

If after the hearing and common council meeting I have no choice, I would be happy to return back to lawn after I have removed my plants for harvest. Grass lawns typically take better in the late summer early fall and I have every means necessary to return the 300 square feet to such.

I look forward to the hearing and the meeting.

Kind regards,
Geoffrey "Scott" Davel
608-234-7047

Bjelajac & Kallenbach

LLC

Attorneys at Law

Post Office Box 38 ♦ Racine, Wisconsin 53401-0038
Tel: (262)633-9800 ♦ Fax: (262)633-1209

Atty. John M. Bjelajac, LLC ♦ jmbjelajac@gmail.com
Terrance L. Kallenbach, S.C. ♦ tlkallenbach@gmail.com

June 9, 2020

Sent via e-mail only

Mr. Geoffrey Davel
156 Randolph Street
Burlington, Wisconsin 53105

RE: Notice of Violation

Dear Mr. Davel:

I am the City Attorney for the City of Burlington, and your email of June 5, 2020 (the "Email") that you sent to the City Building Inspector and related personnel has been forwarded to me for the representation of the City in the matters at hand. We ask that you send all of your future correspondence in these matters to me, via email. If you do choose to retain the services of an attorney to represent you in these matters, please let me know. If so, I will then be required to confer only with your attorney, and not with you. Unless and until you do retain an attorney, though, I will continue to communicate directly with you.

Your Email was sent in response to the June 3, 2020, Notice of Violation that Mr. Gregory Guidry, the City Building Inspector, sent to you regarding the produce garden (the "Garden") that you are growing on the boulevard adjacent to your home at 156 Randolph Street. As I read your Email, you are (i) appealing the decision of Mr. Guidry (the "Decision") to send the Notice of Violation to you, and (ii) requesting an opportunity to meet with the City of Burlington Common Council, to advocate for an amendment of Section 274-6 of the City Municipal Code, that would allow your Garden and other vegetation to be grown on the boulevards in the City of Burlington, in addition to the presently-allowed trees and grass.

Please know that both City Administrator Carina Walters and I will work with you to have both of your requests (i.e. to have an appeal hearing, and to meet with the Common Council) put into action.

The appeal hearing, regarding the Decision to issue the Notice of Violation, will be held before the City of Burlington Zoning Board of Appeals (the "ZBA"), at a time, date and location to yet be determined. We will provide to you, and to your legal counsel (if any), the specific information regarding the ZBA hearing, once it is scheduled, via email and/or U.S. Mail. The issue before the ZBA will be whether the Decision to issue the Notice of Violation was legally and properly done.

Mr. Geoffrey Davel
June 9, 2020
Page 2

The governmental body to consider your request to have the ordinance amended, as noted above, is the City of Burlington Common Council. Based on your Email, Ms. Walters has taken steps to have the Common Council consider your requested ordinance amendment at its meeting scheduled for the evening of Tuesday, July 7, 2020, beginning at 6:30 p.m. We would appreciate it if you would arrange your schedule so that you can attend this meeting, as described below. Given the nature of the entire set of circumstances, though, the Common Council will act on this matter in any event on July 7, as now planned.

Your request for the amendment of the ordinance will first be discussed by the Common Council as an agenda item at its Committee of the Whole meeting, again which starts at 6:30 p.m. on July 7. The Committee of the Whole meeting allows the Alderpersons to discuss matters on the agenda, but no formal action or voting is done at that meeting. Immediately following the Committee of the Whole meeting is the regular Common Council meeting. At the Common Council meeting the agenda items for that meeting are acted upon, and voted on, by the Alderpersons. Your requested ordinance amendment will be on the agenda of this Common Council meeting as well.

Because of the COVID-19 crisis, both meetings will be Zoom meetings, held as virtual meetings through the internet. You will receive, via your email address, a Zoom Invitation to attend both meetings. If your schedule does allow you to attend these meetings, and if you have the Zoom program on your computer, you can then follow the login instructions on that Invitation, and join these two meetings via Zoom. You will first be logged in as an Attendee, which allows you to listen, but not speak. When your proposed ordinance amendment comes up on the agenda during the Committee of the Whole meeting, you will be elevated as a Zoom Panelist, which will allow you to speak to the Alderpersons, make your presentation to them, and answer any questions that they may have.

During the Common Council meeting (again, which immediately follows the Committee of the Whole meeting), you will be logged in as an Attendee. You will be upgraded as a Panelist at the Common Council meeting only if the Alderpersons wish to further speak to you. At the Common Council meeting, the Alderpersons will vote on what they decide to do next with respect to your proposed ordinance amendment.

If you are not able to use Zoom to participate in these two meetings, in the manner described above, you can still participate by telephone. The telephone call-in instructions are on the top of the Agendas for the Committee of the Whole and Common Council meetings, the Agendas being on the City website. That telephone call-in information is also on the Zoom Invitation. When your agenda item comes up for discussion at the Committee of the Whole meeting, you will be able to "raise your hand" to speak by telephone, by pressing star nine (*9) on your telephone. The Zoom moderator can then let you into the meeting, to speak to the Alderpersons via your telephone.



DATE: July 7, 2020

SUBJECT: DISCUSSION - To direct City staff to draft a joint Municipal Resolution petitioning Racine County for a 1/2-cent Sales Tax increase.

SUBMITTED BY: Carina Walters, City Administrator

BACKGROUND/HISTORY:

As part of the annual budget process, the Common Council requests staff to identify alternative sources of revenue given the state of Wisconsin Levy Limits. Levy Limits inhibit local municipalities to increase taxation levels to the community. Annually, communities are allowable under State Statutes to raise the levy pursuant to net new construction. For the City of Burlington this is generally less than 1% equating to less than \$40,000 per year.

The County Administrators met in late January 2020 and in early June 2020 to discuss Sales Tax. Based on conversations with the Administrators and several Chief Elected Officials, it was recommended to bring the discussion to their respective Boards to determine if this was the appropriate time to pass a Resolution petitioning the County to enact a County-wide Sales Tax. Sales Tax is the only allowable mechanism under state statute that allows Counties (without referendum and by simple action of the County Board of Supervisors) to enact a County-wide 1/2-cent (.5%) sales tax on retail purchases within the County. Since local, municipal government jurisdictions existing within the County have no corresponding ability to enact and impose a sales tax within their jurisdiction, they must rely on an Agreement with their County if they are to share in (and to what extent or formula) the proceeds of the Sales taxes actually produced within their City, Village or Town.

Of the 72 Counties in the State of Wisconsin, 68 have enacted the 1/2-cent sales tax and are receiving proceeds therefrom through monthly distributions provided by the State Department of Revenue. Only four Counties (Manitowoc, Racine, Waukesha, & Winnebago) have yet to adopt this 1/2-cent Sales Tax.

This evening staff will present the PowerPoint presentation that the 17 municipalities within Racine County are presenting. As of June 25, the City of Racine and Mount Pleasant have expressed their commitment to pursuing a resolution. The Villages of Caledonia, Sturtevant, and Union Grove have brought this item to their respective bodies, whom are not in favor of raising any taxes.

This evening staff is seeking direction to move forward with a joint municipal Resolution.

BUDGET/FISCAL IMPACT:

Should the County agree to share in the revenue and enact a 1/2- cent sales tax, and all parties agree in an equitable distribution of the revenue, the City may see up to \$504,000 in revenue based on a 50%(.50) per capita factor.

RECOMMENDATION:

Staff recommends approval of pursuing a joint Municipal Resolution.

TIMING/IMPLEMENTATION:

This item is for discussion at the July 7, 2020 Committee of the Whole meeting. Should the Common Council direct staff to work with other Racine County Municipalities to draft a Resolution, this item will come before you at a future Committee of the Whole discussion for consideration.

Is Racine County Ready For the ½ cent Sales Tax ?

A program look at how the County and all of its Seventeen municipal jurisdictions might gain significant financial sustainability by choosing a “Win-Win” Path for all.

The ½ cent Sales Tax in Wisconsin as Ongoing local Government Revenue Source.....

- Wisconsin State Statute allows Counties (without referendum and by simple action of the County Board of Supervisors) to enact a County-wide ½-cent (0.5%) sales tax on retail purchases within the County.
- The revenues derived from the sales tax can be, and are, consistently used to cover general operating expenditures of the individual County imposing the tax.
- Since the local, municipal government jurisdictions existing within the County have no corresponding ability to enact and impose a sales tax within their jurisdiction, they must rely on an Agreement with their County if they are to share in (and to what extent or formula) the proceeds of the Sales taxes actually produced within their City, Village, or Town.

How widespread is the adopted use of the Sales Tax by Wisconsin Counties?

- Of the 72 Counties in the State of Wisconsin, 68 have enacted the ½-cent sales tax and are receiving proceeds therefrom through monthly distributions provided by the State Department of Revenue.
- The 67th and 68th Counties (Outagamie and Menominee) recently adopted the Sales tax. (Outagamie began January 1, 2020; Menominee began April 1, 2020)
- As such, 94.4% of all Wisconsin Counties have adopted the ½-cent Sales Tax.
- **Only 4 Counties** (Manitowoc, Racine, Waukesha, & Winnebago) have yet to adopt the ½-cent Sales Tax.

How Much Revenue is Produced by the 1/2-cent Sales Tax?

County	Population	Jan. – Nov. 19 tax	Full-year (19) tax	Full-year Per-capita
Milwaukee	948,201	\$76,655,264	\$81,821,898	\$86.29
Dane	542,364	\$58,563,292	\$62,964,433	\$116.09
Brown	263,378	\$26,575,114	\$28,540,229	\$108.36
*Racine	196,584			
*Outagamie	187,365			
*Winnebago	171,020			
Kenosha	169,290	\$14,663,312	\$15,749,159	\$93.03
Rock	163,129	\$13,868,487	\$14,889,568	\$91.27
Washington	135,693	\$11,616,100	\$12,504,591	\$92.25
Marathon	135,428	\$12,221,395	\$13,164,932	\$97.21
Lacrosse	118,230	\$12,147,584	\$13,069,425	\$110.54
Sheboygan	115,456	\$9,643,562	\$10,399,985	\$90.08

What Is a reasonable Expectation for Yearly Per-Capita Sales Tax Revenue ?

County	Per-Capita	Include as Representative	Per-Capita Used in Average
Milwaukee	\$86.29	Yes	\$86.29
Dane	\$116.09	No	--
Brown	\$108.36	No	--
Kenosha	\$93.03	Yes	\$93.03
Rock	\$91.27	Yes	\$91.27
Washington	\$92.25	Yes	\$92.25
Marathon	\$97.21	Yes	\$97.21
Lacrosse	\$110.54	No	--
Sheboygan	\$90.08	Yes	\$90.08
Average:	\$98.35	--	\$91.69

What is the Estimate of Sales Tax Revenue that would be Produced in Racine County?

- Based upon the data collected from the Wisconsin Department of revenue for 2019 as depicted on the previous slides, we could make a reasoned argument that the estimated “per-capita” yearly Sales tax receipts for Racine County (in a normal economic year, 2020 or beyond), would be: **\$91.69**
- With Racine County’s current estimated Population set at **196,584** multiplied by **\$91.69 per-capita**, the expected yearly Sales Tax revenues would be:
- **\$18,024,787** Per Year

Racine County Has 17 Separate Municipal Jurisdictions Who Would Contribute to the sales Tax Generation.

Assuming each at the rate of \$91.69 per-capita multiplied times their respective populations.

The attached matrix multiplies the per-capita estimate of **\$91.69** times the **populations of each of the 17 municipal jurisdictions** to show where the sales tax revenue is generated.

<u>Jurisdiction</u>	<u>Population</u>	<u>Percent (%) of Population</u>	<u>X Per-capita (\$91.69)</u>	<u>Total Tax produced</u>
Burlington City	10,998	5.595	\$91.69	\$1,008,407
Burlington Town	6,565	3.339	"	\$601,944
Caledonia	25,074	12.755	"	\$2,299,035
Dover	4,290	2.182	"	\$393,350
Elmwood Park	505	0.257	"	\$46,303
Mount Pleasant	27,014	13.742	"	\$2,476,914
North Bay	235	0.119	"	\$21,547
Norway	8,149	4.145	"	\$747,182
Racine	77,432	39.389	"	\$7,099,740
Raymond	3,962	2.015	"	\$363,276
Rochester	3,853	1.960	"	\$353,282
Sturtevant	6,639	3.377	"	\$608,730
Union Grove	4,961	2.524	"	\$454,874
Waterford Town	6,488	3.301	"	\$594,885
Waterford Village	5,571	2.834	"	\$510,805
Wind Point	1,704	0.867	"	\$156,240
Yorkville	3,144	1.599	"	\$288,273
Racine County	196,584	100.000	\$91.69	\$18,024,787

What Formula or Distribution Model Might Yield an Equitable, “Win-Win” Path for all?

Accounting for the fact that individual citizens (population) buy goods at retail, as well as the jurisdictional support of connected regional assets serving the Greater County.

By providing one-half (1/2) of the Sales Tax revenues produced to the County (\$9,012,393); then sharing the remaining one-half (1/2) with the 17 municipal jurisdictions-- Allows for ALL to receive an equal per-capita distribution of \$45.845.

<u>Jurisdiction</u>	<u>Population</u>	<u>Total tax produced</u>	<u>X Per-capita Factor (1/2)</u>	<u>Final Tax Distributed</u>
Burlington City	10,998	\$1,008,407	50% (.50))	\$504,203
Burlington Town	6,565	\$601,944	"	\$300,972
Caledonia	25,074	\$2,299,035	"	\$1,149,518
Dover	4,290	\$393,350	"	\$196,675
Elmwood Park	505	\$46,303	"	\$23,152
Mount Pleasant	27,014	\$2,476,914	"	\$1,238,457
North Bay	235	\$21,547	"	\$10,774
Norway	8,149	\$747,182	"	\$373,591
Racine	77,432	\$7,099,740	"	\$3,549,870
Raymond	3,962	\$363,276	"	\$181,638
Rochester	3,853	\$353,282	"	\$176,641
Sturtevant	6,639	\$608,730	"	\$304,365
Union Grove	4,961	\$454,874	"	\$227,437
Waterford Town	6,488	\$594,885	"	\$297,442
Waterford Village	5,571	\$510,805	"	\$255,402
Wind Point	1,704	\$156,240	"	\$78,120
Yorkville	3,144	\$288,273	"	\$144,137
Racine County	196,594	\$18,024,787	50% (.50)	\$9,012,393

The optimal and recommended Formula is simply a pure “per-capita” distribution?

Each Jurisdiction shares equally based upon their then-current population.

<u>Jurisdiction</u>	<u>Population</u>	<u>Percent (%) of Population</u>	<u>X Per-capita (\$45.845)</u>	<u>Yearly Tax Distribution</u>
Burlington City	10,998	5.595	\$45.845	\$504,203
Burlington Town	6,565	3.339	“	\$300,972
Caledonia	25,074	12.755	“	\$1,149,518
Dover	4,290	2.182	“	\$196,675
Elmwood Park	505	0.257	“	\$23,152
Mount Pleasant	27,014	13.742	“	\$1,238,457
North Bay	235	0.119	“	\$10,774
Norway	8,149	4.145	“	\$373,591
Racine	77,432	39.389	“	\$3,549,870
Raymond	3,962	2.015	“	\$181,638
Rochester	3,853	1.960	“	\$176,641
Sturtevant	6,639	3.377	“	\$304,365
Union Grove	4,961	2.524	“	\$227,437
Waterford Town	6,488	3.301	“	\$297,442
Waterford Village	5,571	2.834	“	\$255,402
Wind Point	1,704	0.867	“	\$78,120
Yorkville	3,144	1.599	“	\$144,137
Racine County	196,584	100.000	\$45.845	\$9,012,393

Opportunity for success will only happen if All Jurisdictions Reach Consensus To support Tax.

To reach consensus, all will have to buy-in-to and accept a single formula for distribution sharing.

The Time is Right.

Lets join together in working for the long-term financial sustainability of all of Racine County and its jurisdictions!



DATE: July 7, 2020

SUBJECT: **RESOLUTION 5019(15)** - To approve the Water System SCADA (Supervisory Control and Data Acquisition) Improvement Services with Redford Data Services in the amount of \$13,594.00.

SUBMITTED BY: Peter Riggs, Director of Public Works

BACKGROUND/HISTORY:

The Water Utility relies upon Supervisory Control and Data Acquisition (SCADA) to monitor and control mechanical systems integral to all steps in the water pumping, treatment, and distribution process. SCADA is a system hardware and software components that automates mechanical processes based on configured logic conditions monitored by sensors within the system. Like all hardware and software systems they need to periodically be upgraded to patch security flaws, improve performance, or to maintain compatibility with other components and systems.

Water Utility staff has identified a critical need to upgrade SCADA equipment immediately to ensure system security and to correct some observed performance concerns. This project includes replacement of the computer that hosts the SCADA system, installation and setup of the latest versions of SCADA and dialer software.

Staff from Redford Data Services (RDS) have an intimate working knowledge of our SCADA system. While other providers may be able to assist with this project, only RDS could do so without a significant amount of staff assistance or having to first gain familiarity with our system. Due to the critical nature of these upgrades we feel it is reasonable to pursue this highly technical and specific project with RDS, who has serving as our SCADA expert.

BUDGET/FISCAL IMPACT:

The project cost is \$13,594. This project was not explicitly planned for in the 2020 Budget but will be paid for using operating funds. In the future, SCADA upgrades will be incorporated in the City's Capital Improvement Program (CIP).

RECOMMENDATION:

Staff recommends approval of the SCADA Equipment Upgrade Project with Redford Data Services in the amount of \$13,594.00.

TIMING/IMPLEMENTATION:

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

Attachments

Res 5019(15) SCADA Upgrade
Redford Data Services Quote

**A RESOLUTION APPROVING WATER SYSTEM SCADA IMPROVEMENT SERVICES
PROVIDED BY REDFORD DATA SERVICES FOR A OF \$13,594.00**

WHEREAS, the security and effective operation of the public water supply is integral to the public health and vitality of the community; and,

WHEREAS, the SCADA system is a vital part of water system operation; and,

WHEREAS, the hardware and software that comprise the SCADA system will, from time-to-time, require upgrade, maintenance, and replacement; and,

WHEREAS, security and performance concerns have been identified within the SCADA system that require upgrades and replacements to resolve; and,

WHEREAS, Redford Data Services has supplied a quote to provide the materials and labor to perform the necessary upgrades and replacements; and,

WHEREAS, Redford Data Services staff is uniquely qualified to perform this service due to expert knowledge and experience designing, installing, and maintaining the City's SCADA system; and,

WHEREAS, the Director of Public Works and Water Utility Foreman have reviewed the proposal and recommend proceeding with Redford Data Services to perform the project.

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Burlington hereby approve the SCADA Improvement Services provided by Redford Data Services for the total amount of \$13,594.00.

Introduced: July 7, 2020
Adopted:

Jeannie Hefty, Mayor

Attest:

Diahn Halbach, City Clerk



564 N. 66th Street • Milwaukee, WI 53213-4058
 Office: (414) 259-8984 • Fax: (414) 585-0408
 Cell: (414) 313-1787
 www.redfordllc.com • jim@redfordllc.com

PROPOSAL

Date: June 23, 2020
Attention: Peter Riggs
Project: Water Utility SCADA System Upgrade
Location: Burlington, Wisconsin
Quote: JBR200219-2
Revision: 2 (Note Highlighted Items)

This proposal is based upon the information available at the time that it was created. Proposal is subject to changes due to changes in project conditions. Please contact factory for updates to proposal if changes are made to the design which may affect this proposal.

SCOPE OF SUPPLY		
NO.	ITEM	DESCRIPTION

1.1	Water SCADA Computer	Quantity (1) Dell OptiPlex 7070 MT Including: Dell OptiPlex 7070 Tower with 260W Power Supply Intel® Core™ i7-9700 (8 Cores/12MB/8T/3.0GHz to 4.7GHz/65W) Windows 10 Pro 64bit English 16GB 1x16GB 2666MHz DDR4 Memory (2) 2.5-inch 1TB 7200rpm SATA Hard Disk Drive 8x DVD+/-RW 9.5mm Optical Disk Drive 23" Dell Monitor with Stereo Sound Bar Microsoft Office Professional 2019 3 Years Dell Hardware Service with Onsite Service (After Remote Diagnosis)
-----	----------------------	--

System Hardware: **\$2,771.00**

2.1	Install, Upgrade and Test SCADA Software	Install Latest Version of Wonderware Intouch and Comm. Drivers. Upgrade to InTouch 2020 Runtime 60K Tag with I/O SN: 1171168
-----	--	--

Upgrade License: **\$4,083.00**
 Labor: \$3,055.00

Customer FIRST Support for HMI SCADA, Standard Level (Required)
 Agreement Effective Date Range: Expires one year from date of purchase.
 Includes future license upgrades while support is current.

Annual Support: **\$1,105.00**

Install Latest Version of Win-911 and Mobile-911 Alarm Notification Systems
 Includes future license upgrades while support is current.
 SN: 8005276

Labor: \$1,380.00
Reinstate Support: \$600.00 (Expires 10/24/20)
Annual Support \$600.00 (10/24/20 – 10/24/21)

PROPOSAL CONTINUED

SPECIFICALLY EXCLUDED ITEMS

- ✘ Tax(es) [Add if Applicable]
- ✘ Any Items and Services not listed in this Proposal

QUOTATION

Total NET Price for Equipment and Services: \$13,594.00

----- **Thirteen Thousand, Five Hundred Ninety-Four Dollars** -----
Freight included.

Thank you for the opportunity to provide this quotation.

Respectfully Submitted,
James B. Redford
Redford Data Services LLC
(414) 313-1787 [Mobile]

ACCEPTANCE

Please sign below and return a copy of this proposal to accept terms and conditions and purchase the listed items and services as described herein.

Signature

Date

Printed Name

Customer PO Reference Number

TERMS AND CONDITIONS OF THIS PROPOSAL

ITEMS AND SERVICES

Scope of Supply is limited to the items and services that are specifically named and/or described within the Quotation.

PRICING AND PAYMENT

Pricing is valid for sixty (60) days. Terms are NET 30. Add 1.5% per month for late payment. Pricing is based on the information available at the time of this proposal. Pricing includes items listed in this proposal within the nature outlined in this document. Seller may charge partial payments, progress payments, for item(s) as they are available for delivery even if the customer is not ready to receive the item(s).

TAXES

In Wisconsin we will add tax unless customer has provided a resale or exemption certificate with the purchase order. Purchases made outside of Wisconsin, customer is responsible for paying state use tax directly if applicable.

PURCHASE

Redford Data Services LLC requires either a signed and returned copy of this proposal or a purchase order which references this proposal. Redford Data Services LLC is an equipment supplier and service provider, not a subcontractor, and as such will not accept a subcontract.

CANCELLATION

Cancellation of purchase is only allowed with sufficient notice as determined by the seller. Seller may charge a percentage of the total sale price for partial completion occurring prior to order cancellation.

RETURNS AND EXCHANGES

Full or partial returns and/or exchanges are subject to the seller's discretion. Additional charges may be added for exchanges if it is evident that the exchange is due to design or specification errors or inadequacies which are outside of the seller's control or influence. Charges for exchanges will be based on the cost(s) for additional time and material as determined by the seller. Additional charges will be added for returns if they are not covered under agreed upon warranties during the warranty period.

FORCE MAJEURE

Seller is not responsible for any damages or losses that are due forces outside of its reasonable control. These include but are not limited to acts of God, improper handling or storage by purchaser, acts of government or government agencies, floods, fires, lightning strikes, etc. Seller will be given adequate time added to project deadlines to provide replacements for items covered under warranty or purchased in addition to original order.

SUBMITTALS

Submittal documents, if required and included in this proposal, (CAD drawings, data sheets, and other required information) should be available in 4 to 8 weeks after receipt of purchase. Up to seven (7) Hard Copies and one (1) Electronic Copy, if required, will be provided upon request after receipt of purchase. Each additional Hard Copy submittal required will be charged at one-hundred dollars (\$100.00) per copy. Return of approved submittal and/or signed copy of approved review sheet is treated as notice to begin production. Resubmittal(s), if required, will be provided at no additional charge if originals are returned for edits/additions/replacements. Resubmittal(s), if required, will be charged at one-hundred dollars (\$100.00) per copy if originals are not returned.

EQUIPMENT CABLES

If cables are provided as integral to equipment (e.g. Floats, Transducer, Mag. Meter Cables) they will be provided at fifty (50) feet length standard. Each additional foot will be charged as an adder with pricing being dependent on equipment manufacturer's current rate.

DELIVERY

Freight, whether prepaid or prepaid & added, is FOB origin. Freight for items included in this proposal is provided for shipment to one location. The location of delivery is presumed to be either the jobsite or the customer's facility. Offloading of equipment upon delivery is not included. Customer or Contractor must provide means for offloading equipment. Some equipment may require a crane or forklift to offload, if a machine is required for offloading it is to be provided and scheduled by the Customer or Contractor.

PROPOSAL CONTINUED

SCHEDULING

A two (2) week notice for scheduling of any site visits is recommended. Technicians who perform start-up and similar duties often have appointments and obligations up to two (2) weeks out. We will try to accommodate with a shorter notice if we have someone available. Scheduling is based on a first come first served basis.

START-UP

If Start-up is applicable to this project and listed in the "Scope of Supply" for this proposal, one day of on-site or phone support is included. A time and material charge will be added for additional site visits if they are due to insufficient facilities or causes outside of the responsibility of Redford Data Services.

WARRANTIES

A one (1) year warranty is provided standard on Redford Data Services provided equipment and services unless specifically modified in the project scope (above). On-site work for warranty covered replacements is not included and will be charged at standard time and material rates as applicable. Warranties may be voided by improper installation, unauthorized modifications, or inadequate storage of provided equipment. Warranty period begins at the time of start-up.

TRAINING

If Training is applicable to this project and listed in the "Scope of Supply" for this proposal, one day of on-site training is included. Additional time required for training will be charged at our standard rates.

OPERATION AND MAINTENANCE MANUALS

Operation and maintenance manuals, if applicable and listed in this proposal, will be available at or after startup of provided equipment. These manuals, if provided, will not be provided until receipt of final payment. Up to four (4) Hard Copies and one (1) Electronic Copy, if required, are included in this proposal. Each additional Hard Copy of Operation and Maintenance required will be charged at one-hundred dollars (\$100.00) per copy.

CONFIDENTIALITY

This proposal has been provided with the confidence that it will not be shared with or presented in whole or in part to anyone who is a competitor of Redford Data Services LLC. The information contained in this document is confidential in nature and is strictly intended to be viewed by customers and official representatives of Redford Data Services LLC and/or specific product lines manufactured by Redford Data Services LLC.

LIABILITY

It is understood and agreed that seller's liability whether in contract, in tort, under any warranty, in negligence or otherwise shall not exceed the return of the amount of the purchase price paid by buyer and under no circumstances shall seller be liable for special, indirect or consequential damages. The price stated for the merchandise is a consideration in limiting seller's liability. No action, regardless of form, arising out of the transaction under this agreement may be brought by buyer more than one-year after the cause of action has accrued.

AGREEMENT

By signing and returning or providing a purchase order which references this proposal the purchaser acknowledges that they have read, understand, and agree to the terms and conditions of this proposal. If there are any questions or comments in regards to any of the items, services, terms, or conditions of this proposal please contact Redford Data Services LLC or an official representative as



DATE: July 7, 2020

SUBJECT: RESOLUTION 5020(16) - To approve Task Order 111 with Kapur & Associates for the Design of Maryland Avenue Road Improvements.

SUBMITTED BY: Peter Riggs, Director of Public Works

BACKGROUND/HISTORY:

Maintenance of Maryland Avenue has been included in the Street Improvement Plan due to deterioration of road conditions and needed water main and storm sewer repairs. Also identified in the corridor are a lack of pedestrian facilities and an opportunity to close gaps in the City's trail system.

Historically, the City has performed design of street improvements in the same year those improvements were planned to be bid and constructed. This has lead to delay in bidding and uncertainty in the cost to construct the project. During the 2020 Budget Workshop Sessions it was decided that in 2020, design would be completed for both the 2020 and 2021 Street Improvement Program. Moving forward with the intent to design a project a year prior to construction. The Maryland Avenue project is planned for construction in 2021.

Task Order 111 provides for Kapur & Associates to complete the design and prepare bid documents for the Maryland Avenue project.

BUDGET/FISCAL IMPACT:

Kapur & Associates estimates at total project cost of \$1,843,371.81. This estimate includes 20% construction contingency, design engineering costs, and construction management costs. Task Order 111 represents the portion of the project related to design engineering and has a total cost of \$148,192. Funding for Task Order 111 was included in the Promissory Note approved by the Common Council on June 2, 2020.

Funding for all other project costs will need to be included in the 2021 Budget and Capital Improvement Plan.

The City submitted the Maryland Avenue Project for a LRIP-MSID grant through WISDOT in December. The LRIP-MSID program is a competitive, state-wide funding program. Typically, each County is able to submit only one project to WISDOT for consideration, Maryland Ave was the 2019 submission for Racine County. All submittals then compete for limited funding. The Maryland Avenue project application was successful and a grant has been awarded for \$450,000, the maximum award possible for this funding cycle of the program. This is a reimbursement grant similar to, but far larger than, the LRIP entitlement grants.

RECOMMENDATION:

Staff recommends approval of Task Order 111.

TIMING/IMPLEMENTATION:

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

Attachments

- Res 5020(16) Task Order 111 Maryland Street Project
- Task Order 111 - Maryland Ave Street Project
- Maryland Avenue Project Concept Map

A RESOLUTION APPROVING TASK ORDER NUMBER 111 WITH KAPUR AND ASSOCIATES, INC. FOR THE MARYLAND AVENUE RECONSTRUCTION PROJECT FOR THE NOT-TO-EXCEED AMOUNT OF \$148,192

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

WHEREAS, the City has requested assistance with: the civil engineering services for the complete design and specification preparation, and bidding for the Maryland Avenue reconstruction project. This project includes a full restoration of Maryland Avenue from Milwaukee Avenue to Congress Street, construction and installation of sidewalks on both sides of Maryland Avenue, construction and installation of a bike and pedestrian path, and replacement of water main and storm sewer facilities.

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

WHEREAS, said task order is for the not-to-exceed amount of \$148,192 and has been recommended for approval by the Director of Public Works.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Burlington Task Order Number 111 is hereby approved for the not-to-exceed amount of \$148,192.

BE IT FURTHER RESOLVED that the City Administrator is hereby authorized and directed to execute Task Order Number 111 on behalf of the City.

Introduced: July 7, 2020

Adopted:

Jeannie Hefty, Mayor

Attest:

Diahnn Halbach, City Clerk

TASK ORDER NUMBER #111
CIVIL ENGINEERING SERVICES

This Task Order is made as of July 7, 2020, under the terms and conditions established in the MASTER AGREEMENT FOR ENGINEERING SERVICES, (the Agreement), between the **City of Burlington (Owner)** and **Kapur & Associates, Inc. (Engineer)**. This Task Order is made for the following purpose:

Provide civil engineering services for the complete design, specification preparation and bidding for the 2021 City of Burlington - Street Improvement Program and associated utility improvements.

The City is proposing a full reconstruction of Maryland Avenue from Milwaukee Avenue to Congress Street. This street is approximately 0.4-miles long and connects Milwaukee Avenue and Congress Street. The roadway currently does not have sidewalk, is in very poor condition (Pavement rating 5) and is not pedestrian friendly. The city would like to reconstruct the roadway adding sidewalks to both sides, and add a on street bike lane, as well as add a section of new paved bike trail.

The project includes replacement of 725' of sanitary sewer on Maryland Avenue installed in 1956. Complete curb and gutter replacement, 660 of 6" watermain and service replacement, new sidewalk construction on both sides within the project limits. Storm sewer investigation will be completed on all streets with repairs being completed as necessary. fourteen sewer and water services replacements are included, as well as All driveway aprons within project limits will be replaced.

Right of way/easement acquisition will be complete near 900 Terry Lane Parcel ID's 206031929097000 & 206031929100050 to allow for the construction of the pedestrian path connection to Milwaukee Avenue. As part of this work the path will be designed and will be constructed to state and City standards.

Section A. – Scope of Services

Engineer shall perform the following Services:

1. Provide topographic survey and mapping, field reviews and plan preparation for the reconstruction of:
 - a. Maryland Avenue from Milwaukee Avenue to Congress Street
 - b. 900 Terry Lane Parcel ID's 206031929097000 & 206031929100050
 - c. The drive and access to current compost drop of site for reconstruction of access and the proposed pedestrian path.

Plans will include location and detail of pavement and base removals, new asphaltic paving, sidewalk repairs and curb and gutter replacement. The project includes replacement of 725' of sanitary sewer on Maryland Avenue installed in 1956. Complete curb and gutter replacement, 660 of 6" watermain and service replacement, new sidewalk construction on both sides within the project limits. Storm sewer investigation will be completed on all streets with repairs being completed as necessary. fourteen sewer and water services replacements are included, as well as all driveway aprons within project limits will be replaced. As required by federal law accessible ramps will be review and replaced as needed to meet minimum standards for access.

2. Coordinate with the Wisconsin DOT for plans, advertising requirements and information regarding the possible (Local Roads Improvement program) LRIP or Multimodal Supplement (MLS) funding applied for as part of the project.
3. Kapur will prepare plans, specifications and permit applications as necessary to receive state and local approvals of all civil/site improvements. **Notice of Intent (NOI) Application, Dewatering Assessment, Sequencing Plan, Supplemental Erosion Control Notes:** The NOI is the document that must be submitted to assure that the construction site storm water permit coverage is obtained. All construction sites yielding one acre or more of land disturbance including demolition, clearing and grubbing require a NOI. Kapur will fill out all necessary forms in order to acquire this permit including the Water Resources Application for Project Permits (WRAPP), Construction and Erosion Sediment Control Form, and the Post Construction Storm Water Management Form. As part of this process, Kapur will initiate supplying all of the supporting documentation of these forms including completing a site assessment for dewatering per Technical Standard 1061, establishing an appropriate constructible sequencing plan that meets the intentions of the WDNR Technical Standards, and will provide erosion control notes and details which are required to be included on the project plans that meet the intentions of NR151, Wis. Adm. Code.
4. Review as-built utility plans provided by the City as well as the existing pavement rating data for the City.
5. As part of the project pavement cores/soil borings will be collected to assess the existing road pavement structure as well as integrity of the subbase material. This will allow for providing a more concrete recommendation for repair. The Geotechnical analysis will be done through a sub consultant to Kapur with all coordination being completed by Kapur. The cost for geotechnical will be passed to the City at cost with zero markup. The number and location of pavement cores will be determined based on a visual inspection of the roadway, as well as with input from City staff.
6. Review existing drainage system and propose repair, replacement or addition to the existing system. Existing systems include storm sewer and curb and

gutter. Any CCTV that is available will be reviewed in the assessment of the storm sewers.

7. Plans shall include; plan and profile of each road, typical sections, proposed improvements to each roadway, cross sections for each roadway, details for the selected repair for each road, and adjustments to existing facilities.
8. Provide utility coordination of all private utilities for all streets including utility location for survey of street improvements requiring grading or utility improvements/repairs.
9. Provide construction cost estimate for all streets and utility improvements.
10. Prepare and provide Project Manuals for the 2020 Street Improvement Program including but not limited to Advertisement for Bids, Instruction to Bidders, Bid Form, Bidder's Qualification Statement, Agreement, and General Conditions of Contract, Supplementary Conditions, and Special Provisions.
11. Provide survey and legal descriptions for the easements and/or property acquisition of the parcels at 900 Terry lane for the proposed pedestrian path. Prepare plans and details for construction of the pedestrian path to conform to city and state standards.
12. Attend Bid Opening.
13. Review Bids and make recommendation for award, and coordinate notice of award, agreement, and notice to proceed documentation.
14. Attend meetings as required and provide updates to the Department of Public Works.

Construction Management Activities

15. Construction management activities are not included as part of this Task Order. It is anticipated that the project will be constructed in 2021 and a separate task order will be provided at that time.

Section B. – Schedule

Engineer shall perform the Scope of Services and deliver the related Documents according to the following schedule:

1. Provide "Preliminary Plans" to the Department of Public Works for review and comment on or before November 27, 2020.
2. Provide "Draft" Final Plans and Specification to the Department of Public Works for review on or before December 31, 2020.

3. Final plans and project manual complete for bid on or before January 28, 2021.
4. Anticipated Bid Opening of February 11, 2021 with recommendation to council for March 2, 2021 meeting.

Section C. – Compensation

In return for the performance of the foregoing obligations, Owner shall pay to Engineer an amount not-to-exceed One Hundred and Forty-Eight Thousand Dollars (\$148,000.00) payable according to the following terms:

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

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

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

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

Owner: City of Burlington

Engineer: Kapur & Associates, Inc.

By: _____

By: Gregory L. Governatori

Signature: _____

Signature: _____

Title: _____

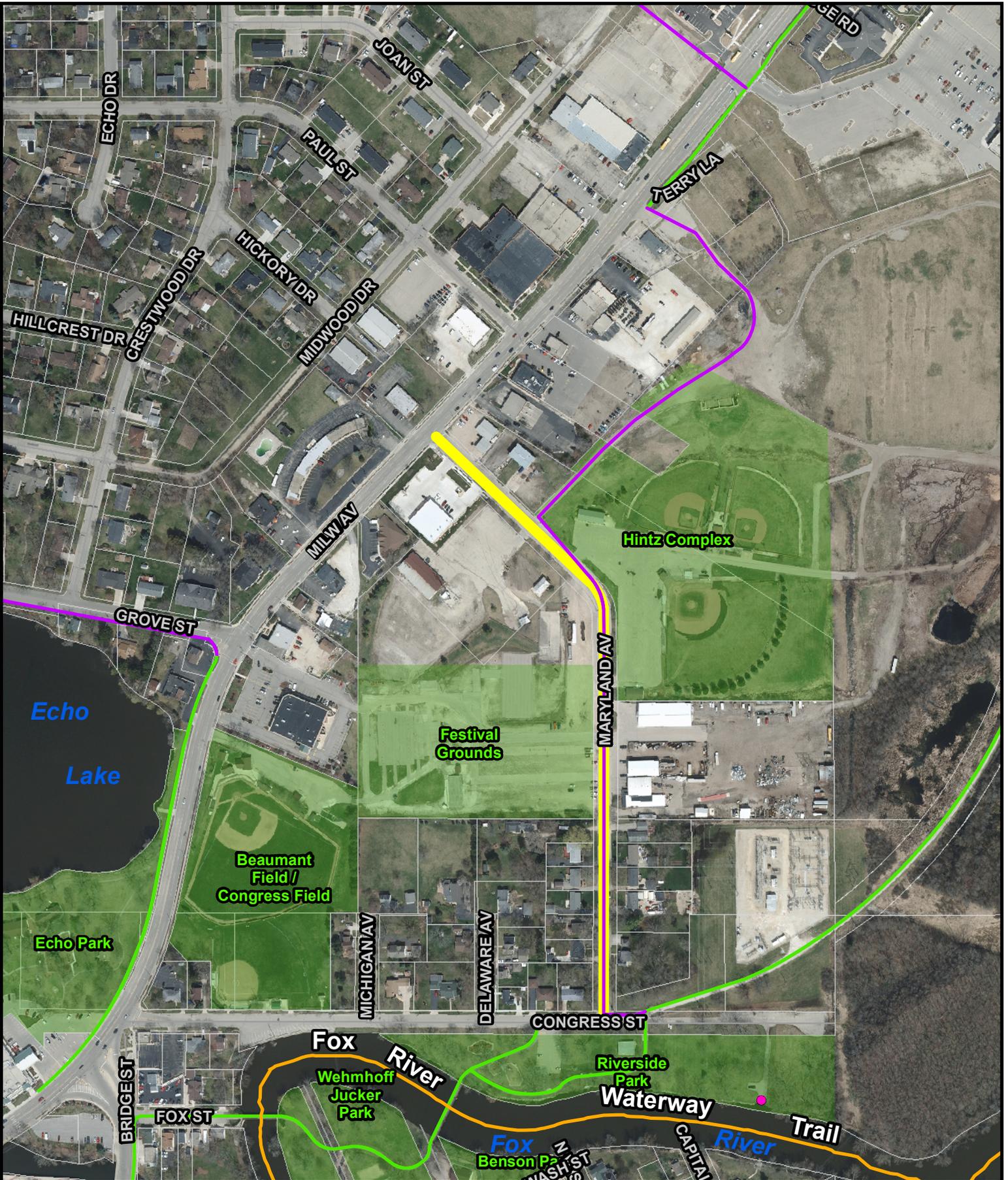
Title: Associate

Date: _____

Date: _____

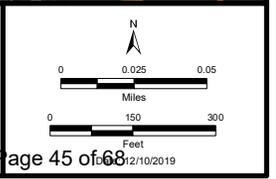
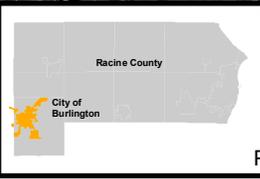
Kapur Associates, Inc.
Summary of Staff Hours and Labor Costs
for the
City of Burlington

TASK ORDER 111																	
Burlington Maryland Avenue Design Contract- Attachment A																	
CLASSIFICATION	ACT. Code	Project Manager		Senior Project Engineer		Surveyor		Staff Engineer II		Construction Engineer		Technician		Survey Crew		Total Labor	
		Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars
Average Hourly Wage		\$149.00		\$118.00		\$102.00		\$85.00		\$102.00		\$69.00		\$105.00			
Maryland Avenue																	
Review Master Plan/Field Review				4	\$472.00			8	\$680.00	16	\$1,632.00					28	\$2,784.00
Survey/Mapping				8	\$944.00	12	\$1,224.00	44	\$3,740.00					80	\$8,400.00	144	\$14,308.00
Meetings as Required		20	\$2,980.00	10	\$1,180.00	12	\$1,224.00									42	\$5,384.00
Plan Preparation		10	\$1,490.00	20	\$2,360.00			140	\$11,900.00							170	\$15,750.00
Traffic Control Plan				2	\$236.00			10	\$850.00							12	\$1,086.00
Sanitary Sewer Design				12	\$1,416.00			84	\$7,140.00							96	\$8,556.00
Storm Sewer Design				4	\$472.00			44	\$3,740.00							48	\$4,212.00
Watermain Design				20	\$2,360.00			80	\$6,800.00							100	\$9,160.00
Sidewalk Design				4	\$472.00			64	\$5,440.00							68	\$5,912.00
WDNR Permitting				8	\$944.00			44	\$3,740.00							52	\$4,684.00
Bike & Pedestrian Path																	
Review Master Plan/Field Review				4	\$472.00			16	\$1,360.00	8	\$816.00					28	\$2,648.00
Survey/Mapping				8	\$944.00	8	\$816.00	32	\$2,720.00					40	\$4,200.00	88	\$8,680.00
Ped Path Design		10	\$1,490.00	12	\$1,416.00			240	\$20,400.00							262	\$23,306.00
Plan Preparation								120	\$10,200.00							120	\$10,200.00
Easement Acquisition						24	\$2,448.00	16	\$1,360.00							40	\$3,808.00
Drainage Design				8	\$944.00			40	\$3,400.00							48	\$4,344.00
Contaminated Soil										24	\$2,040.00					24	\$2,040.00
Project Manual/Administration																	
Administration		8	\$1,192.00	16	\$1,888.00			10	\$850.00	20	\$2,040.00					54	\$5,970.00
Advertisement/Project Manual		4	\$596.00	10	\$1,180.00			24	\$2,040.00	16	\$1,632.00					54	\$5,448.00
Attend Bid Opening		4	\$596.00													4	\$596.00
Post Bid Opening Activities										8	\$816.00					8	\$816.00
Construction Management Activities																	
Construction Management Admin																	
Shop Drawing Approvals																	
Sanitary Sewer																	
Storm Sewer																	
Roadway																	
As-Builts																	
GIS Coordination																	
TOTALS		56	\$8,344.00	150	\$17,700.00	56	5712	1016	\$86,360.00	92	\$8,976.00			120	\$12,600.00	1490	\$139,692
															Expenses:		\$8,500
															Project Total:		\$148,192



- Proposed Trail
- Existing Bike/Ped Trail
- Fox River Water Trail
- Kayak/Canoe Launch

City of Burlington Maryland Avenue Project





DATE: July 7, 2020

SUBJECT: MOTION 20-974 - To approve a site plan for a beer garden at Devor Park in association with the Burlington Community Aquatic Center.

SUBMITTED BY: Carina Walters, City Administrator

BACKGROUND/HISTORY:

The Burlington Community Aquatic Center opened in June 2018 and has been a highly successful quality of life experience for the Community. In continuing to expand on offerings, the Pool Board has explored, and is recommending to the Common Council, the addition of a Beer Garden.

At their October 17, 2019 meeting, the Park Board discussed feedback from adult patrons of the pool regarding the idea of adding a beer garden. The goal of the beer garden would be to provide a small gathering area only accessible outside the pool that would serve beer and some minor food items. Tentative hours of operation would be Thursday & Fridays 5-8 p.m. and Saturday & Sundays but could be changed. The Pool Board felt this would be another great option for people to not only enjoy the pool but also to enjoy Devor Park and to allow for a relaxing environment for those not partaking in the pool activities but still wish to enjoy the atmosphere.

The Park Board approved the site plan for the beer garden at their June 18, 2020 meeting (site plan attached). The Park Board would like to begin the project in the Fall of 2020. This evening, Dan Boccock of the Pool Board, is present to discuss this initiative.

BUDGET/FISCAL IMPACT:

Estimated costs for earthwork, installation and landscaping is estimated at \$26,609.71, to be paid for by the Pool Board.

RECOMMENDATION:

Staff recommends approval of this site plan.

TIMING/IMPLEMENTATION:

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

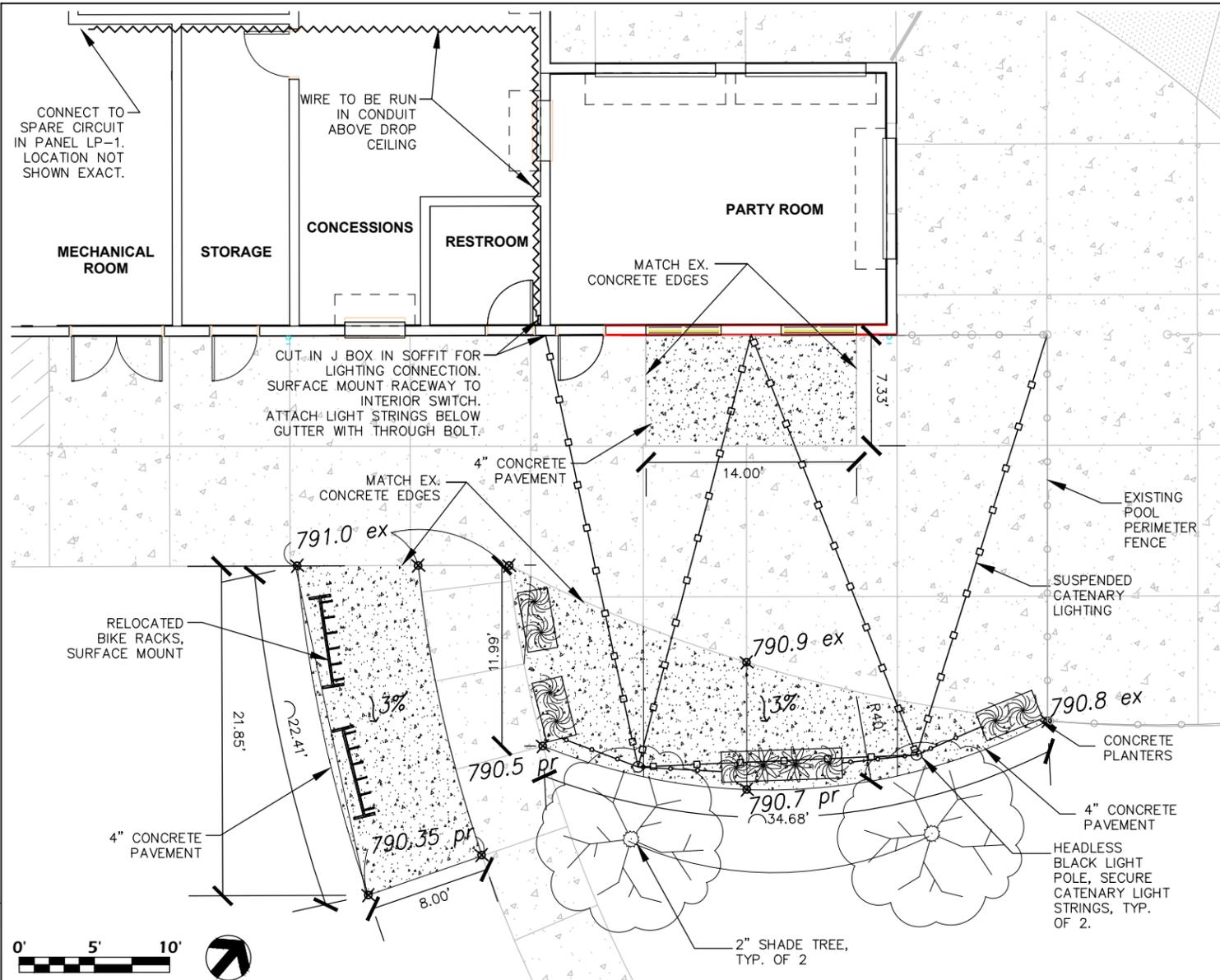
Attachments

- Beer garden location photo
- Site Plan
- Beer garden fixtures
- Costs

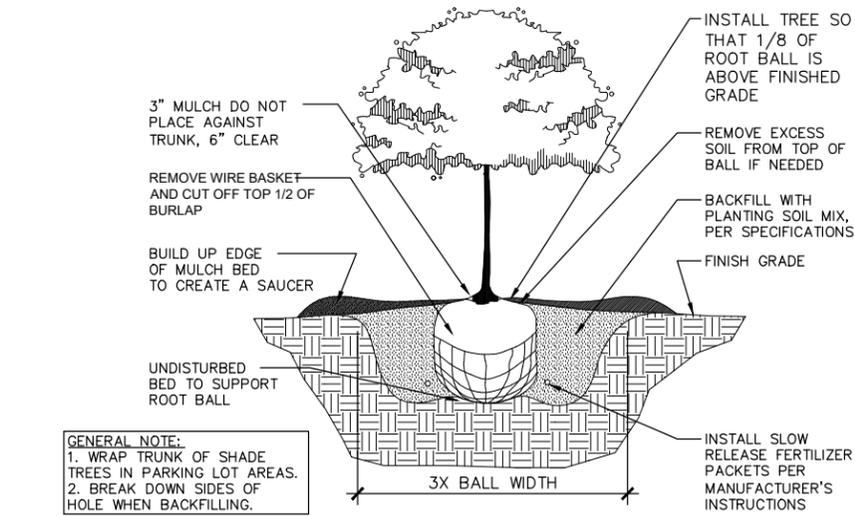
Beer Garden location



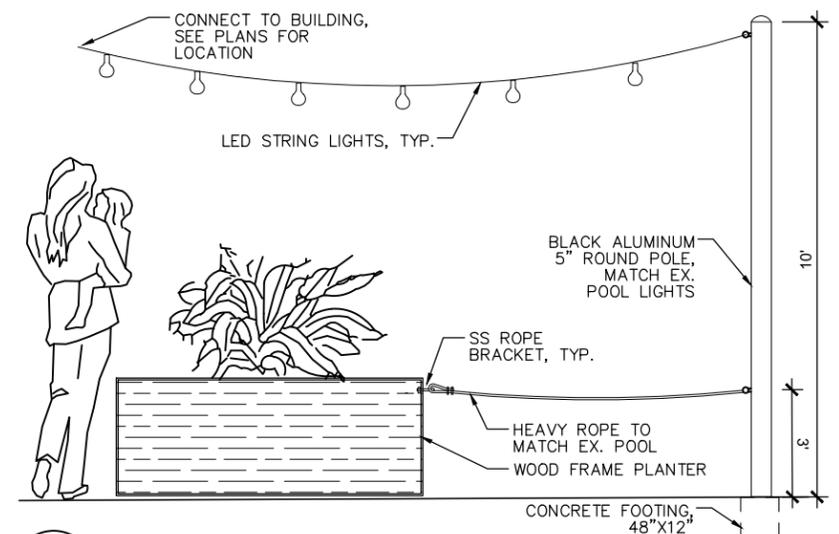
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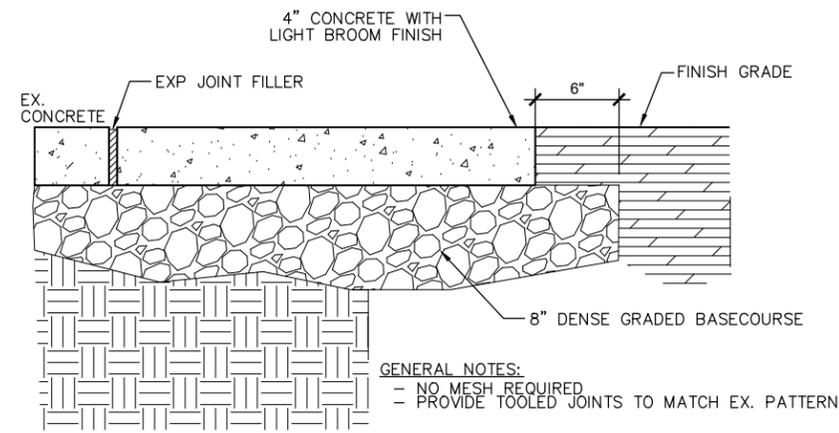
- SITE LAYOUT NOTES**
- CONTACT DIGGER'S HOTLINE 5 WORKING DAYS PRIOR TO THE START OF CONSTRUCTION.
 - ALL PROPOSED DIMENSIONS ARE REFERENCED PARALLEL OR PERPENDICULAR TO THE PROPOSED FEATURES SHOWN. WRITTEN DIMENSIONS SUPERSEDE ANY SCALED DIMENSIONS.
 - PROPOSED GRADE AND LEVEL SHALL BE PERIODICALLY REVIEWED IN THE FIELD BY THE OWNER OR A/E.
 - CONCRETE JOINTING IS SHOWN FOR DESIGN INTENT. FINAL SCORING PLANS SHALL BE SUBMITTED TO THE A/E FOR REVIEW AS A SHOP SUBMITTAL.
 - ALL CONCRETE POURS SHALL BE DOWELED TOGETHER UNLESS OTHERWISE APPROVED BY THE A/E.
 - CONTRACTOR SHALL BE RESPONSIBLE FOR SITE STAKING. DIGITAL PLAN FILES MAY BE AVAILABLE FROM THE A/E.
- ELECTRICAL NOTES**
- CONTRACTOR TO VERIFY EXISTING CONDITIONS FOR ELECTRICAL PANEL AND CIRCUITING.
 - ALL WIRE TO BE HOUSED IN CONDUIT PER CODE.
 - EXTERIOR POWER & J BOX SHALL BE HOUSED IN WEATHER PROOF WALL MOUNTED ENCLOSURE WITH LOCKING COVER.
 - ATTACH LIGHTING STRINGS TO BUILDING AND POLES PER MANUFACTURER RECOMMENDATIONS.
 - CAULK ANY NEW PENETRATIONS TO BUILDING EXTERIOR OR SOFFIT WITH COLOR MATCHING CAULK.



3 TREE PLANTING
C100 SCALE: NTS

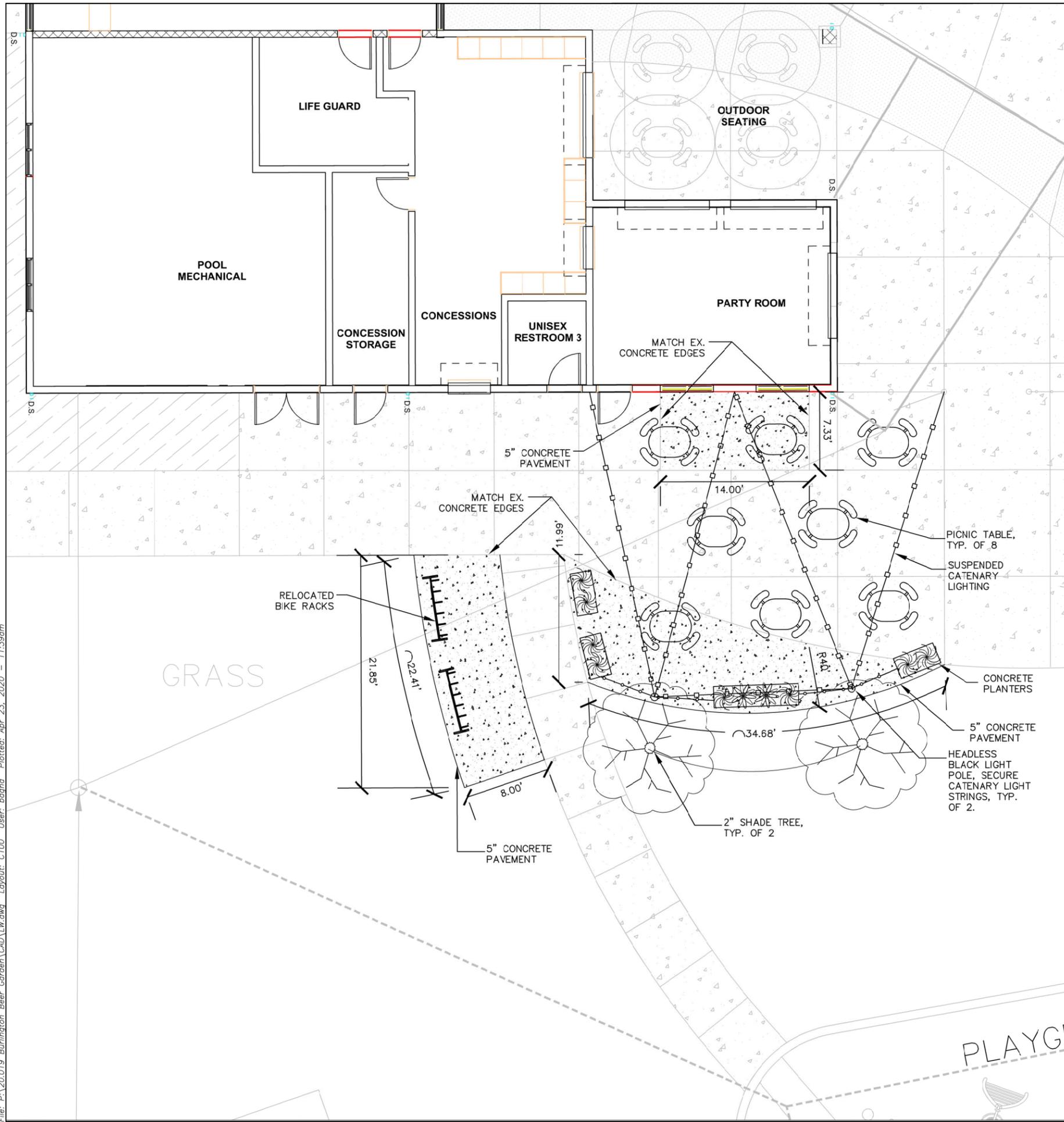


2 PLANTER, ROPE, AND LIGHTS
C100 SCALE: NTS



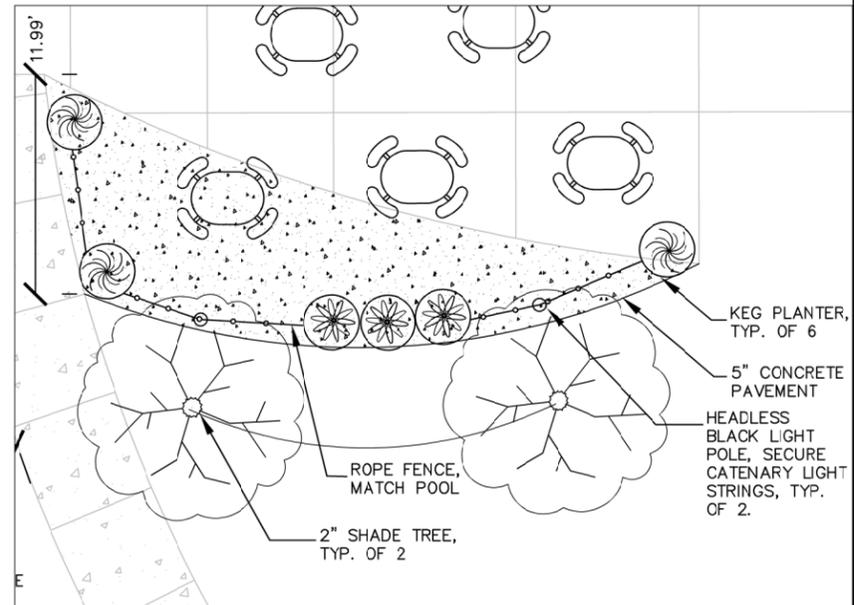
1 CONCRETE PAVEMENT
C100 SCALE: NTS

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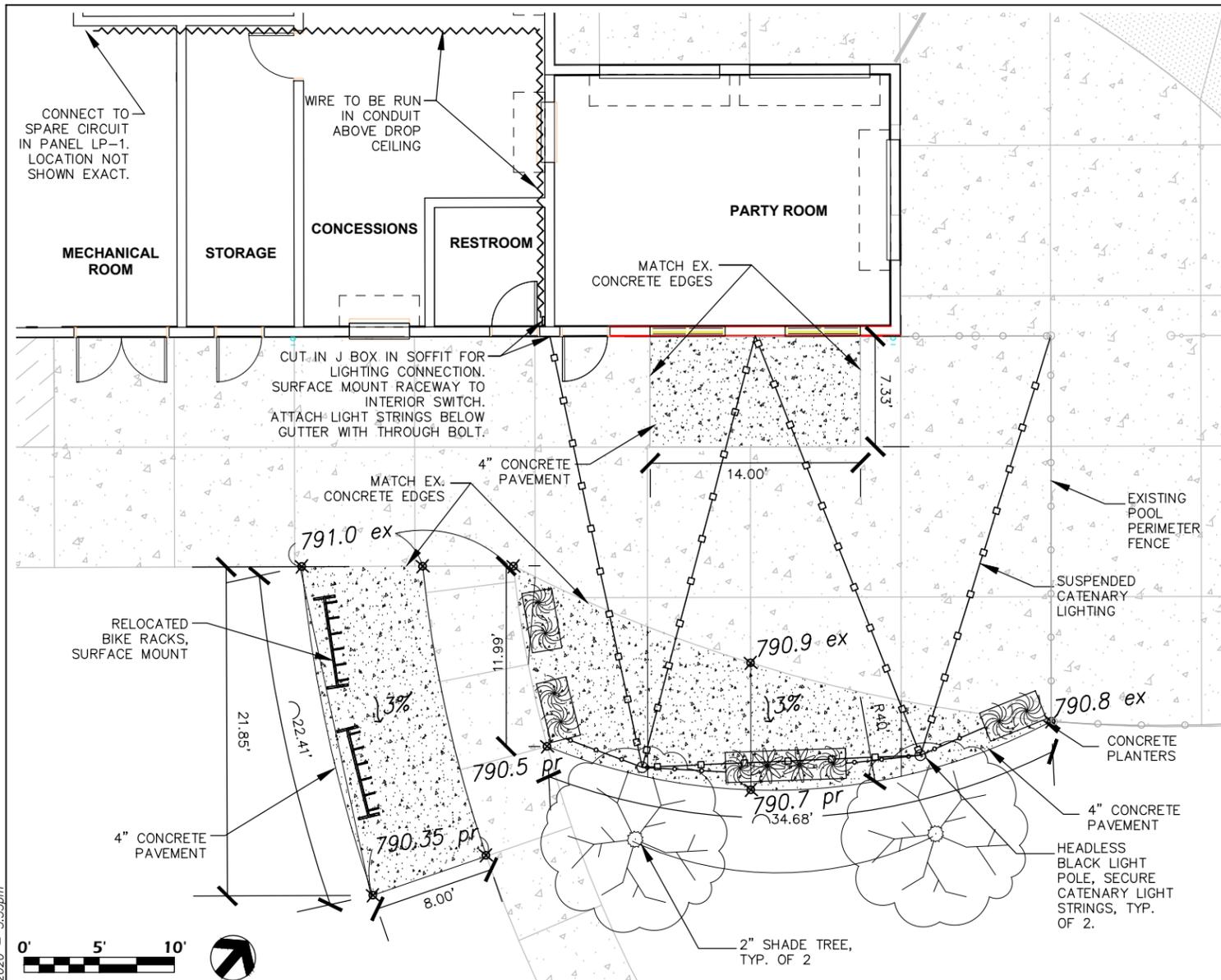


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 - SEED, FERTILIZE, AND CRIMP MULCH ALL GENERAL LANDSCAPE AREAS DISTURBED DURING CONSTRUCTION IN ACCORDANCE WITH THE SPECIFICATIONS EXCEPT THOSE AREAS INDICATING OTHERWISE. THIS SHALL INCLUDE ANY AREAS OUTSIDE OF THE PROJECT LIMITS THAT ARE DISTURBED BY CONTRACTOR ACTIVITY.
 - ANY EXISTING STRUCTURES AND/OR UTILITIES NOT SHOWN ON THESE DOCUMENTS WHICH NEED TO BE REMOVED, RELOCATED, AND OR ADJUSTED SHALL BE THE RESPONSIBILITY OF THE SITE CONTRACTOR AND INCLUDED IN THE BASE BID.
 - CONTRACTOR SHALL BE RESPONSIBLE FOR SITE STAKING. DIGITAL PLAN FILES MAY BE AVAILABLE FROM THE A/E.

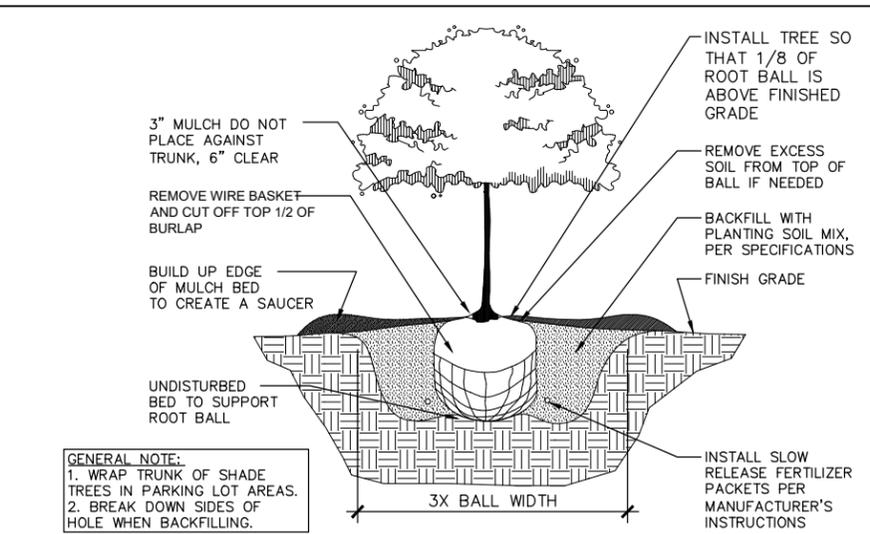
ALTERNATE EDGE TREATMENT



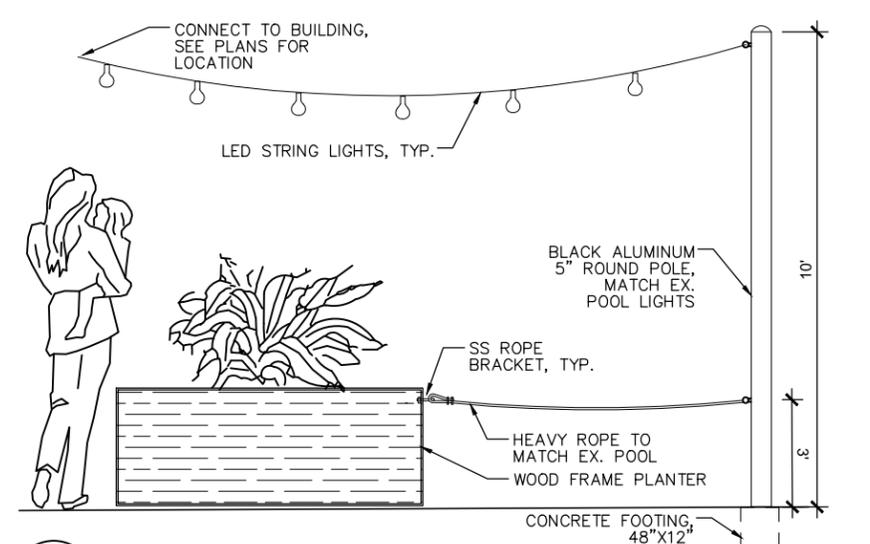
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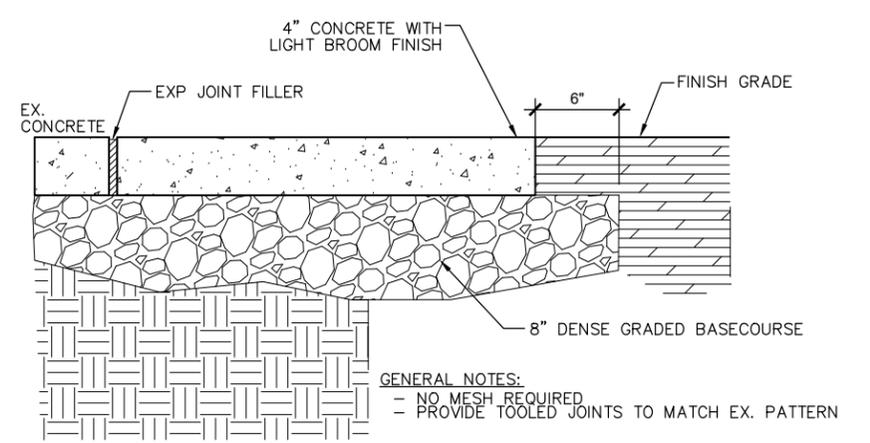
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3 TREE PLANTING
C100 SCALE: NTS



2 PLANTER, ROPE, AND LIGHTS
C100 SCALE: NTS



1 CONCRETE PAVEMENT
C100 SCALE: NTS



GERMAN STYLE TABLES



RUSTIC GARDEN TABLES



OAK BARREL PLANTERS



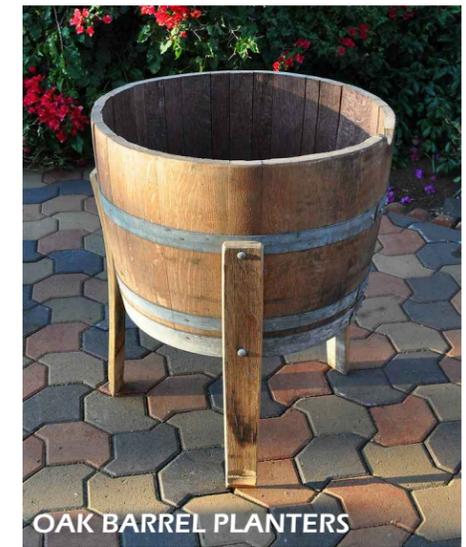
CATENARY LIGHTING



OAK BARREL PLANTERS



WOOD LINEAR PLANTERS



OAK BARREL PLANTERS



CATENARY LIGHTING



NAUTICAL ROPE BARRIER



COMPOSITE LINEAR PLANTERS



CONCRETE LINEAR PLANTERS

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Project Name:

Revisions:

Project #: 20.019
Issued For: Review
Date: 4/21/2020

Sheet Number

OPINION OF PROBABLE CONSTRUCTION COSTS



Project: Burlington Beer Garden
Date: 20_0513

GENERAL

Item	Qty.	Unit	Unit cost	Item Total	Comments
MOBILIZATION	1	LS	\$2,000.00	\$2,000.00	
DEMOLITION	1	LS	\$1,000.00	\$1,000.00	
EARTHWORK	1	LS	\$1,500.00	\$1,500.00	
			SUBTOTAL	\$4,500.00	

PAVEMENT

DENSE GRADED BASECOURSE	38	TN	\$18.00	\$688.64	
CONCRETE	38	TN			8"
CONCRETE PAVEMENT 4-INCH	517	SF	\$6.00	\$3,102.00	
PATIO	517	SF			
			SUBTOTAL	\$3,790.64	

LIGHTING

INTERIOR ELECTRIC	1	LS	\$3,500.00	\$3,500.00	
LIGHT POLE	2	EA	\$500.00	\$1,000.00	
LED STRING LIGHTING	1	LS	\$1,000.00	\$1,000.00	APPROX 140'
			SUBTOTAL	\$5,500.00	

SITE AMENITIES

BIKE RACK RELOCATION	2	EA	\$100.00	\$200.00	
PICNIC TABLES	8	EA	\$500.00	\$4,000.00	
PLANTERS	4	EA	\$500.00	\$2,000.00	
ROPE FENCING	1	LS	\$1,000.00	\$1,000.00	MATCH POOL ROPE
			SUBTOTAL	\$7,200.00	

LANDSCAPING

TREES	2	EA	\$350.00	\$700.00	
PLANTER FLOWERS, ETC	1	LS	\$1,000.00	\$1,000.00	
LAWN RESTORATION	1	LS	\$1,500.00	\$1,500.00	
			SUBTOTAL	\$3,200.00	

Total	\$24,190.64
10% Contingency	\$2,419.06
	\$26,609.71



DATE: July 7, 2020

SUBJECT: MOTION 20-975 - To approve the City of Burlington Fire Chief and/or Service Director to apply for the Wisconsin EMS Funding Assistance Program (FAP).

SUBMITTED BY: Alan Babe, Fire Chief

BACKGROUND/HISTORY:

The Funding Assistance Program (FAP) is open to ambulance service providers that provide primary, first-in 9-1-1 ambulance services. This will be the City of Burlington Fire Department's (CBFD) first opportunity to apply for the FAP as a transport ambulance provider. In addition to the application, the department must also complete the municipal signature and population verification page. For our service area, CBFD will be providing for both the City and the Town of Burlington which is verified and signed by the respective clerks.

Completion of the EMS FAP application is required in order to receive EMS financial and training assistance described in Wis. Stat. §256.12. Failure to complete the FAP application by the deadline of July 31, 2020, specified by the Department of Health Services, will result in denial of payment of Emergency Medical Services Funding Assistance Program.

Wis. Stat. §256.12(4)(a) states "From the appropriation account under s. 20.435 (1)(ch), the department shall annually distribute funds for ambulance service vehicles or vehicle equipment, emergency medical services supplies or equipment or emergency medical training of personnel to an ambulance service provider that is a public agency, a volunteer fire department or a nonprofit corporation, under a funding formula consisting of an identical base amount for each ambulance service provider plus a supplemental amount based on the population of the ambulance service provider's primary service or contract area, as established under s. 256.15 (5)."

Wis. Stat. § 256.12(4)(c) states "Funds distributed under par. (a) or (b) shall supplement existing, budgeted moneys of or provided to an ambulance service provider and may not be used to replace, decrease or release for alternative purposes the existing, budgeted moneys of or provided to the ambulance service provider. In order to ensure compliance with this paragraph, the department shall require, as a condition of relicensure, a financial report of expenditures under this subsection from an ambulance service provider and may require a financial report of expenditures under this subsection from an owner or operator of an ambulance service or a public agency, volunteer fire department or a nonprofit corporation with which an ambulance service provider has contracted to provide ambulance services."

Wis. Stat. § 256.12(5)(a) states "From the appropriation account under s. 20.435 (1) (ch), the department shall annually distribute funds to ambulance service providers that are public agencies, volunteer fire departments, or nonprofit corporations to purchase the training required for licensure and renewal of licensure as an emergency medical technician under s. 256.15 (6) or for certification and renewal of certification as an emergency medical responder under s. 256.15 (8), and to pay for administration of the examination required for licensure or renewal of licensure as an emergency medical technician under s. 256.15 (6) (a) 3. and (b) 1. or certification or renewal of certification as an emergency medical responder under s. 256.15 (8)."

Wis. Stat. § 256.12(5)(am) states "If an ambulance service provider does not use funds received under par. (a) within a calendar year, the ambulance service provider may escrow those funds in the year in which the funds are distributed to the ambulance service provider. In a subsequent year, an ambulance service provider may use escrowed funds to purchase the training required for certification or renewal of certification as an emergency medical responder or licensure or renewal of licensure as an emergency medical services practitioner at any level or to pay for administration of the examination required for certification or renewal of certification as an emergency

medical responder or for licensure or renewal of licensure as an emergency medical services practitioner at any level.”

BUDGET/FISCAL IMPACT:

The funds that the City of Burlington Fire Department is applying for through the Wisconsin EMS Funding Assistance Program (FAP), allows for the department to use the monies towards support and improvement of the ambulance and equipment. The FAP also allocates monies toward training and examination aid for the ambulance service.

There is no cost in applying for the Wisconsin EMS-FAP.

RECOMMENDATION:

Staff recommends approval of City of Burlington Fire Chief and/or Service Director to apply for the Wisconsin EMS Funding Assistance Program (FAP).

TIMING/IMPLEMENTATION:

This item is for discussion at the July 7, 2020 Committee of the Whole meeting, and due to the application deadline, is scheduled for final consideration at the same evening Common Council meeting.



DATE: July 7, 2020

SUBJECT: MOTION 20-976 - To approve an Airport Hangar Lease with John Pelland for property located at 916 Alpha Taxiway, Burlington Municipal Airport, Burlington, Wisconsin.

SUBMITTED BY: Carina Walters, City Administrator

BACKGROUND/HISTORY:

The Airport Committee met on May 28, 2020 and recommends that the City enter into a not-to-exceed twenty-nine (29) year Airport Hangar Lease agreement with John Pelland for property located at 916 Alpha Taxiway.

The amount of the lease equals the sum of \$.095 cents per square foot for the leased area, which contains a total of 4,500 square feet, for a total amount of \$427.50, prorated in the first and last years of the Lease with the first-year payment of \$0 due at signing, and payable thereafter in advance of the 1st day of January of each and every consecutive year of the lease term commencing on January 1, 2021.

BUDGET/FISCAL IMPACT:

An annual payment of \$427.50 will be paid to the City each year by January 1 for lease of the hangar.

RECOMMENDATION:

Staff recommends approval of this Airport Hangar Lease with John Pelland.

TIMING/IMPLEMENTATION:

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

Attachments

Lease Agreement

AIRPORT LEASE

This lease Agreement, made and entered into this 1st day of April, 2020 by and between the City of Burlington, State of Wisconsin, a municipal corporation existing through and under the authority of the laws of the State of Wisconsin, hereinafter referred to as “Lessor”, and John Pelland whose mailing address is 24720 West North Ave Antioch, IL 60002 hereinafter referred to as “Lessee”; the Lessor and Lessee for and in consideration of the keeping by the parties of their respective obligations hereinafter contained, agree as follows:

ARTICLE 1 PREMISES SUBJECT TO LEASE

The premises subject of this Lease are:

That part of the hangar area of the Burlington Municipal Airport delineated on the official map of the Burlington Municipal Airport maintained at the office of the City Clerk at City Hall and identified as 916 Alpha Taxiway. This Lease does not include use of City Water.

ARTICLE 2 TERM

The term of this Lease shall be from April 1, 2020 to May 31, 2049 [not to exceed 29 years] both dates inclusive. This Lease shall be automatically renewed for successive ten-year periods thereafter upon mutually agreed-upon terms and approval of the renewal shall not be unreasonably withheld by the Lessor. This Lease is not transferable, See Article 5, Section G.

ARTICLE 3 RENT

The Lessee shall pay to the Lessor as rent for the Leased Premises the sum of \$.095 cents per square foot for the leased area, which contains a total of 4500 square feet, for a total amount of \$ 427.50, prorated in the first and last years of the Lease with the first-year payment of \$ 0 due at signing, and payable thereafter in advance of the 1st day of January of each and every consecutive year of the lease term commencing on January 1, 2020 subject to the provisions set forth in Article 5, Section A.

ARTICLE 4

Lessee agrees that rent charged is based on intended:

XX Personal Use, defined as the use of the Leased Premises in a manner which does not meet the definition of Commercial Use; or

_____ Commercial Use, defined as the operation of an airport-related business, which is open to the public, on or in the Leased Premises.

Lessee may change the intended use to that of another type, to be effective the following January 1st, if Lessee petitions the Airport Committee in writing no later than December 10th and the Committee approves the change no later than its December meeting. See also Article 5, Section F.

ARTICLE 5

ADDITIONAL PROVISIONS

A. RENTAL INCREASES. The Lessor may adjust the rental charge rate in the year 2010 and every five years thereafter, as determined by the Airport Committee in the same proportion as the cumulative change in the Consumer Price Index for all urban customers (CPI-U) over the same time period. In the event of a rate change, Lessor shall give Lessee sixty (60) days advance notice.

B. IMPROVEMENTS. Lessee agrees to erect on the Leased Premises a hangar, if not already constructed, and shall comply with all ordinances, building codes, and zoning restrictions for said airport, and the rules, regulations, and orders of the Airport Committee relative thereto.

C. USE OF FACILITIES. Lessee shall have the right to the non-exclusive use in common with others of the airport parking areas, appurtenances and improvements thereon; the right to install, operate, maintain and store, subject to approval of the Airport Committee, all equipment necessary for the safe hangaring of the Lessee's planes, specifically excluding any aviation gasoline or fuel; the right of ingress to or egress from the demised premises, which shall extend to Lessee's employees, guests and patrons; the right, in common with others so to do, to use common areas of the airport including runways, taxiways, aprons, roadways, and other conveniences for the take-off, flying and landing of aircraft of Lessee. Lessee shall not store any equipment or other material outside of its hangar without the written consent of the Airport Committee.

D. COMPLIANCE WITH LAWS. Lessee agrees to observe and obey during the term of this Lease all laws and ordinances, and the rules and regulations promulgated and enforced by the Airport Committee of the City of Burlington, and other proper authority having jurisdiction over the conduct of the operations of the airport including city, county, state and federal agencies or departments.

E. INDEMNIFICATION. Lessee agrees to indemnify and hold the Airport Committee and the City of Burlington free and harmless from loss from each and every claim and demand, of whatever nature, made on the behalf of or by any person or persons for any act or omission on the part of the Lessee, or Lessee's agents, employees, guests and patrons and from all loss or damage by reason of such acts or omissions.

F. SUBLEASE-RENTAL OF PREMISES. Lessee may sublet portions of the hangar constructed on the Leased Premises for the same purposes as stated in this Lease, subject to this policy of the Airport Committee relative to rental rates: It is agreed and understood by Lessee that the rate agreed to in this Lease is for (choose one) XX personal use _____ commercial use. Under this agreement it is understood by the parties that if property is sublet, the appropriate rate will be applied to this Lease from the following January 1. In the event that Lessee fails to disclose a sublease, he agrees to pay the City the amount of the increased rental for the period of any failure to so disclose.

In the event Lessee does enter into a sublease, Lessee shall require any subtenant to abide with all of the conditions of this lease agreement including the requirement that the subtenant shall hold the Airport Committee and the City of Burlington free and harmless from any loss for each and every claim or demand, of whatever nature, made by the subtenant against the Lessee herein or on behalf of or by any other person or persons for any act or omission on the part of

the Lessee or subtenant or their agents or employees, or for any loss or damage by reason of such acts or omissions by the Lessee or its subtenant.

G. OWNERSHIP OF IMPROVEMENTS. Lessee shall retain title to all building or buildings constructed on said premises and such title shall be transferable subject to the Common Council's approval of a new Lease by and between the City of Burlington and the proposed transferee.

H. MAINTENANCE. Lessee shall maintain the structure(s) it occupies and the surrounding land and premises in good order and shall make such repairs as are necessary. In the event of fire or any other casualty, the owner of any such structure so affected shall either repair or replace the building and restore the leased land to its original condition or remove the damaged building and restore the leased area to its original condition; such action must be accomplished within 120 days of the date the damage occurred. In the event that Lessee determines not to rebuild and in fact restores the Leased area to its original condition, this Lease may be terminated pursuant to Article 5, Section U(3).

In the event Lessee fails to comply with this provision, Lessor may, after thirty (30) days notice to the Lessee, enter onto the premises for the purpose of completing said maintenance, making such repairs as are necessary, or restoring the leased land to its original condition. In the event Lessor does so, Lessor shall charge the Lessee the cost of any such maintenance or repairs. If Lessee refuses to pay any such charge within thirty (30) days, Lessor shall have the right to terminate this lease. See Article 5, Section U. In the event the Lessor removes Lessee's hangar under this section, Lessor shall proceed to enforce its lien rights pursuant to Article 5, Section U.

I. ACCESS FOR INSPECTION. Lessor reserves the right to enter upon the premises at any reasonable time for the purpose of making any inspection it may deem expedient to the proper enforcement of any of the covenants or conditions of this agreement.

J. FIRE AND POLICE PROTECTION. Lessor agrees to extend to Lessee the same fire and police protection extended to the other tenants of facilities in the airport. Lessee shall arrange for annual inspection of the hangar sites and buildings by the local fire inspector, or at such other frequency as required by state statute.

K. TAXES. Lessee shall pay all taxes or assessments that are levied against personal property of the Lessee and/or the buildings which are erected on lands leased exclusively to Lessee. In the event that said personal property taxes are not paid 30 days after becoming due, Lessee shall be considered in default of this Lease. See Article 5, Section M.

L. ADVERTISING. Lessee agrees that no sign or advertising matter may be erected without the written consent of the Lessor.

M. DEFAULT. If Lessee fails to pay rent when due, or commits waste or breaches any other covenant or condition of this Lease, Lessor shall give Lessee notice to pay the rent, repair the waste or comply with the Lease on or before a date at least 30 days after the giving of the notice, and that failure to comply will result in the termination of the tenancy. If the tenancy is so terminated, Lessor shall proceed under Article 5, Section U.

N. FUTURE DEVELOPMENT. Lessor reserves the right to further develop or improve the landing area of the airport as it sees fit, regardless of the desires or view of the Lessee and without interference or hindrance from Lessee. The Lessor reserves the right, but

shall not be obligated to the Lessee, to maintain and keep in repair the landing area of the airport and all publicly owned facilities of the airport; together with the right to direct and control all activities of the Lessee in this regard.

Lessor reserves the right to take any action it considers necessary to protect the aerial approaches to the airport against construction, together with the right to prevent the Lessee from erecting, or permit to be erected, any building or other structure on the airport which, in the opinion of the Lessor, would limit the usefulness of the airport or constitute a hazard to aircraft.

O. RESTRICTIONS. Lessor will not exercise or grant any right or privilege which would operate to prevent the Lessee from performing any services on its aircraft with its own employees that it may choose to perform. These services shall include, but are not limited to, maintenance and repair. Lessee may not provide any type of maintenance or service to aircraft not owned by Lessee upon said Leased Premises .

P. PREEMPTION OF LEASE. During the time of war or national emergency, Lessor shall have the right to lease the landing area, or any part thereof, to the United States Government for military or naval use; and if any such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of the lease to the Government shall be suspended.

All leases shall be subordinate to the provisions of any existing or future agreement between the Lessor and the United States relative to the operation or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the airport.

Q. NON-DISCRIMINATION. The Lessee, for himself or successors in interest and assigns, as a part of the consideration hereof, does hereby covenants and agree that: (1) no person, on the grounds of race, color, religion, or national origin, shall be excluded from participation in, denied the benefits of, or otherwise subject to discrimination in the use of the leased facilities of the City of Burlington Municipal Airport; (2) in the construction and maintenance of any improvements on, over, or under such land and the furnishing of services thereon or therein, no person on the grounds of race, color, religion or national origin shall be excluded from participation in, denied the benefits of, or otherwise subject to discrimination; (3) the Lessee shall use the premises in compliance, as applicable, with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Sub-Title A, Office of the Secretary, Part 2I, Non-Discrimination, in federally assisted programs of Title VI of the Civil Rights Act of 1964, and as said regulation may be amended.

R. HAZARDOUS SUBSTANCE INDEMNIFICATION. Lessee represents and warrants that its use of the Premises herein will not generate any Hazardous Substance, and it will not store or dispose on the Premises nor transport to or over the Premises any Hazardous Material or Substance in violation of any applicable federal, state, or local law, regulation or rule then presently in effect. Lessee further agrees to hold the City of Burlington harmless from and indemnify the City of Burlington against any release of such Hazardous Substance and any damage, loss, or expense or liability resulting from such release, including all attorney's fees, costs and penalties incurred as a result thereof which was caused by Lessee or any of its employees or agents. "Hazardous Substance" shall be interpreted broadly to mean any substance or material defined as a radioactive substance, or other similar term by any federal, state or local environmental law, regulation or rule presently in effect or promulgated

in the future, as such laws, regulations or rules may be amended from time to time, and it shall be interpreted to include, but shall not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease.

The City of Burlington represents and warrants that it has no knowledge of any Hazardous Substance existing on the Owned Premises in violation of any applicable federal, state or local law, regulation or rule. The City of Burlington further agrees to hold Lessee harmless from and indemnify Lessee against any damage, loss, or expense or liability resulting from the existence on the Owned Premises of any such Hazardous Substance, including all attorneys' fees, costs and penalties incurred as a result thereof, unless caused by Lessee, any other Lessee, or any of their employees, agents, guests or patrons.

S. INSURANCE. The Lessee agrees that it will deposit with the Lessor a policy of comprehensive liability insurance. The policy shall be issued by a company licensed to do business in Wisconsin and shall insure the Lessee against loss from liability to the amount of \$1,000,000 for each occurrence and in the amount of \$2,000,000 aggregate, which shall name the Lessor as an additional insured. The cancellation or other termination of any insurance policy issued in compliance with this section shall automatically terminate the Lease unless another policy has been filed and approved pursuant to this section and shall be in effect at the time of such cancellation or termination.

T. SNOW REMOVAL POLICY. The Lessor's and the Lessee's responsibilities for snow removal are defined under the City of Burlington's Snow Removal Policy. This Policy was adopted by a resolution of the Burlington Common Council. This policy may be amended or updated at any time without notification. Each party agrees to abide by the then-current terms of said Policy.

U. TERMINATION. (1) By Default. In the event that Lessee defaults under Article 5, Sections H., M., or S., or by other operation of law, the tenancy shall be terminated, Lessor shall have the right to re-enter or repossess the leased property, either by force, summary proceedings, surrender, or otherwise, and dispossess and remove there from Lessee, and its effects, without being liable to any prosecution therefore, and Lessee shall surrender possession of the premises, and Lessee hereby expressly waives the service of notice of intention to re-enter or of instituting legal proceedings to that end.

(2) By Expiration. In the event that this Lease is terminated pursuant to Article 2 hereof, Lessee shall either: a. Sell its hangar to a third party, and the buyer thereof shall enter into a new Lease with the City of Burlington, which sale and transfer shall not be effective until and unless approved by the Common Council; or b. By or before the last date of the term of the Lease, remove its hangar and all equipment and restore the premises to the condition it was in prior to the construction of the hangar.

(3) By Mutual Consent. This Lease may be terminated by the mutual consent of the parties, upon the entry into a new Lease or such other terms and conditions agreed to as evidenced by the signatures of the parties hereto.

(4) Lien Rights. Lessor shall, in any event, have liens on Lessee's hangar and other personalty, including Lessee's aircraft, pursuant to Wis. Stat. §§ 704.05(5) and 779.43(3), and shall enforce such liens as provided by law, but shall have, in addition to those rights provided by Wis. Stat. § 704.05(5)(a) 1. and 2., the right to demand payment of past due rent and/or other charges due from Lessee under the terms of this Lease for release of the lien, or apply the

proceeds of sale to past due rent and/or other charges due from Lessee under the terms of the Lease.

V. GENERAL PROVISIONS. The following provisions shall apply to this Agreement:

- (1) Rights and liabilities of the parties shall bind and inure to the benefit of their personal representatives, heirs, successors and assigns.
- (2) This agreement constitutes the entire agreement pertaining to the subject matter and supersedes all prior and contemporaneous agreements of the parties in connection therewith.
- (3) In construing this Lease, feminine or neuter pronouns may be substituted for those masculine in form and vice versa and plural terms may be substituted for singular and singular for plural in any place in which the context so requires.
- (4) The captions contained in this Agreement are for reference only and do not form part of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals they day and year first herein written.

Approved by the Airport Committee on: 5/28/2020

AIRPORT MANAGER:

LESSEE:



Signature

Gary B. Maignev
Print (or type) name


Signature
John J. Kelly
Print (or type) name

Approved by Common Council on: _____

CITY OF BURLINGTON

Signature

Title



DATE: July 7, 2020

SUBJECT: MOTION 20-977 - To approve an Airport Hangar Lease with BBS Investments, LLC for property located at 900, 908, 916 Delta Taxiway and 901,909,917 Gulf Taxiway, Burlington Municipal Airport, Burlington, Wisconsin.

SUBMITTED BY: Carina Walters, City Administrator

BACKGROUND/HISTORY:

The Airport Committee met on May 28, 2020 and recommends that the City enter into a not-to-exceed twenty-nine (29) year Airport Hangar Lease agreement with BBS Investments, LLC for property located at 900, 908, 916 Delta Taxiway and 901,909,917 Gulf Taxiway.

The amount of the lease equals the sum of \$.095 cents per square foot for the leased area, which contains a total of 7,400 square feet, for a total amount of \$873.20, prorated in the first and last years of the Lease with the first-year payment of \$0 due at signing, and payable thereafter in advance of the 1st day of January of each and every consecutive year of the lease term commencing on January 1, 2021.

BUDGET/FISCAL IMPACT:

An annual payment of \$873.20 will be paid to the City each year by January 1 for lease of the hangar.

RECOMMENDATION:

Staff recommends approval of this Airport Hangar Lease with BBS Investments, LLC.

TIMING/IMPLEMENTATION:

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

Attachments

Lease Agreement

AIRPORT LEASE

This lease Agreement, made and entered into this 1st day of April, 2020 by and between the City of Burlington, State of Wisconsin, a municipal corporation existing through and under the authority of the laws of the State of Wisconsin, hereinafter referred to as "Lessor", and BBJS Investments, LLC whose mailing address is 1012 West Wisconsin Ave Oconomowoc, WI 53066 hereinafter referred to as "Lessee"; the Lessor and Lessee for and in consideration of the keeping by the parties of their respective obligations hereinafter contained, agree as follows:

ARTICLE 1 PREMISES SUBJECT TO LEASE

The premises subject of this Lease are:

That part of the hangar area of the Burlington Municipal Airport delineated on the official map of the Burlington Municipal Airport maintained at the office of the City Clerk at City Hall and identified as 900,908,916 Delta Taxiway. This Lease does not include use of City Water.
901,909,917 Gulf

ARTICLE 2 TERM

The term of this Lease shall be from April, 1, 2020 to May 31, 2049 [not to exceed 29 years] both dates inclusive. This Lease shall be automatically renewed for successive ten-year periods thereafter upon mutually agreed-upon terms and approval of the renewal shall not be unreasonably withheld by the Lessor. This Lease is not transferable, See Article 5, Section G.

ARTICLE 3 RENT

The Lessee shall pay to the Lessor as rent for the Leased Premises the sum of \$.118 cents per square foot for the leased area, which contains a total of 7400 square feet, for a total amount of \$ 873.20, prorated in the first and last years of the Lease with the first-year payment of \$ 0 due at signing, and payable thereafter in advance of the 1st day of January of each and every consecutive year of the lease term commencing on January 1, 2020 subject to the provisions set forth in Article 5, Section A.

ARTICLE 4

Lessee agrees that rent charged is based on intended:

 Personal Use, defined as the use of the Leased Premises in a manner which does not meet the definition of Commercial Use; or

XX Commercial Use, defined as the operation of an airport-related business, which is open to the public, on or in the Leased Premises.

Lessee may change the intended use to that of another type, to be effective the following January 1st, if Lessee petitions the Airport Committee in writing no later than December 10th and the Committee approves the change no later than its December meeting. See also Article 5, Section F.

ARTICLE 5

ADDITIONAL PROVISIONS

A. RENTAL INCREASES. The Lessor may adjust the rental charge rate in the year 2010 and every five years thereafter, as determined by the Airport Committee in the same proportion as the cumulative change in the Consumer Price Index for all urban customers (CPI-U) over the same time period. In the event of a rate change, Lessor shall give Lessee sixty (60) days advance notice.

B. IMPROVEMENTS. Lessee agrees to erect on the Leased Premises a hangar, if not already constructed, and shall comply with all ordinances, building codes, and zoning restrictions for said airport, and the rules, regulations, and orders of the Airport Committee relative thereto.

C. USE OF FACILITIES. Lessee shall have the right to the non-exclusive use in common with others of the airport parking areas, appurtenances and improvements thereon; the right to install, operate, maintain and store, subject to approval of the Airport Committee, all equipment necessary for the safe hangaring of the Lessee's planes, specifically excluding any aviation gasoline or fuel; the right of ingress to or egress from the demised premises, which shall extend to Lessee's employees, guests and patrons; the right, in common with others so to do, to use common areas of the airport including runways, taxiways, aprons, roadways, and other conveniences for the take-off, flying and landing of aircraft of Lessee. Lessee shall not store any equipment or other material outside of its hangar without the written consent of the Airport Committee.

D. COMPLIANCE WITH LAWS. Lessee agrees to observe and obey during the term of this Lease all laws and ordinances, and the rules and regulations promulgated and enforced by the Airport Committee of the City of Burlington, and other proper authority having jurisdiction over the conduct of the operations of the airport including city, county, state and federal agencies or departments.

E. INDEMNIFICATION. Lessee agrees to indemnify and hold the Airport Committee and the City of Burlington free and harmless from loss from each and every claim and demand, of whatever nature, made on the behalf of or by any person or persons for any act or omission on the part of the Lessee, or Lessee's agents, employees, guests and patrons and from all loss or damage by reason of such acts or omissions.

F. SUBLEASE-RENTAL OF PREMISES. Lessee may sublet portions of the hangar constructed on the Leased Premises for the same purposes as stated in this Lease, subject to this policy of the Airport Committee relative to rental rates: It is agreed and understood by Lessee that the rate agreed to in this Lease is for (choose one) ____ personal use XX commercial use. Under this agreement it is understood by the parties that if property is sublet, the appropriate rate will be applied to this Lease from the following January 1. In the event that Lessee fails to disclose a sublease, he agrees to pay the City the amount of the increased rental for the period of any failure to so disclose.

In the event Lessee does enter into a sublease, Lessee shall require any subtenant to abide with all of the conditions of this lease agreement including the requirement that the subtenant shall hold the Airport Committee and the City of Burlington free and harmless from any loss for each and every claim or demand, of whatever nature, made by the subtenant against the Lessor.

herein or on behalf of or by any other person or persons for any act or omission on the part of the Lessee or subtenant or their agents or employees, or for any loss or damage by reason of such acts or omissions by the Lessee or its subtenant.

G. OWNERSHIP OF IMPROVEMENTS. Lessee shall retain title to all building or buildings constructed on said premises and such title shall be transferable subject to the Common Council's approval of a new Lease by and between the City of Burlington and the proposed transferee.

H. MAINTENANCE. Lessee shall maintain the structure(s) it occupies and the surrounding land and premises in good order and shall make such repairs as are necessary. In the event of fire or any other casualty, the owner of any such structure so affected shall either repair or replace the building and restore the leased land to its original condition or remove the damaged building and restore the leased area to its original condition; such action must be accomplished within 120 days of the date the damage occurred. In the event that Lessee determines not to rebuild and in fact restores the Leased area to its original condition, this Lease may be terminated pursuant to Article 5, Section U(3).

In the event Lessee fails to comply with this provision, Lessor may, after thirty (30) days notice to the Lessee, enter onto the premises for the purpose of completing said maintenance, making such repairs as are necessary, or restoring the leased land to its original condition. In the event Lessor does so, Lessor shall charge the Lessee the cost of any such maintenance or repairs. If Lessee refuses to pay any such charge within thirty (30) days, Lessor shall have the right to terminate this lease. See Article 5, Section U. In the event the Lessor removes Lessee's hangar under this section, Lessor shall proceed to enforce its lien rights pursuant to Article 5, Section U.

I. ACCESS FOR INSPECTION. Lessor reserves the right to enter upon the premises at any reasonable time for the purpose of making any inspection it may deem expedient to the proper enforcement of any of the covenants or conditions of this agreement.

J. FIRE AND POLICE PROTECTION. Lessor agrees to extend to Lessee the same fire and police protection extended to the other tenants of facilities in the airport. Lessee shall arrange for annual inspection of the hangar sites and buildings by the local fire inspector, or at such other frequency as required by state statute.

K. TAXES. Lessee shall pay all taxes or assessments that are levied against personal property of the Lessee and/or the buildings which are erected on lands leased exclusively to Lessee. In the event that said personal property taxes are not paid 30 days after becoming due, Lessee shall be considered in default of this Lease. See Article 5, Section M.

L. ADVERTISING. Lessee agrees that no sign or advertising matter may be erected without the written consent of the Lessor.

M. DEFAULT. If Lessee fails to pay rent when due, or commits waste or breaches any other covenant or condition of this Lease, Lessor shall give Lessee notice to pay the rent, repair the waste or comply with the Lease on or before a date at least 30 days after the giving of the notice, and that failure to comply will result in the termination of the tenancy. If the tenancy is so terminated, Lessor shall proceed under Article 5, Section U.

N. FUTURE DEVELOPMENT. Lessor reserves the right to further develop or improve the landing area of the airport as it sees fit, regardless of the desires or views of the

Lessee and without interference or hindrance from Lessee. The Lessor reserves the right, but shall not be obligated to the Lessee, to maintain and keep in repair the landing area of the airport and all publicly owned facilities of the airport; together with the right to direct and control all activities of the Lessee in this regard.

Lessor reserves the right to take any action it considers necessary to protect the aerial approaches to the airport against construction, together with the right to prevent the Lessee from erecting, or permit to be erected, any building or other structure on the airport which, in the opinion of the Lessor, would limit the usefulness of the airport or constitute a hazard to aircraft.

O. RESTRICTIONS. Lessor will not exercise or grant any right or privilege which would operate to prevent the Lessee from performing any services on its aircraft with its own employees that it may choose to perform. These services shall include, but are not limited to, maintenance and repair. Lessee may not provide any type of maintenance or service to aircraft not owned by Lessee upon said Leased Premises .

P. PREEMPTION OF LEASE. During the time of war or national emergency, Lessor shall have the right to lease the landing area, or any part thereof, to the United States Government for military or naval use; and if any such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of the lease to the Government shall be suspended.

All leases shall be subordinate to the provisions of any existing or future agreement between the Lessor and the United States relative to the operation or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the airport.

Q. NON-DISCRIMINATION. The Lessee, for himself or successors in interest and assigns, as a part of the consideration hereof, does hereby covenants and agree that: (1) no person, on the grounds of race, color, religion, or national origin, shall be excluded from participation in, denied the benefits of, or otherwise subject to discrimination in the use of the leased facilities of the City of Burlington Municipal Airport; (2) in the construction and maintenance of any improvements on, over, or under such land and the furnishing of services thereon or therein, no person on the grounds of race, color, religion or national origin shall be excluded from participation in, denied the benefits of, or otherwise subject to discrimination; (3) the Lessee shall use the premises in compliance, as applicable, with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Sub-Title A, Office of the Secretary, Part 2I, Non-Discrimination, in federally assisted programs of Title VI of the Civil Rights Act of 1964, and as said regulation may be amended.

R. HAZARDOUS SUBSTANCE INDEMNIFICATION. Lessee represents and warrants that its use of the Premises herein will not generate any Hazardous Substance, and it will not store or dispose on the Premises nor transport to or over the Premises any Hazardous Material or Substance in violation of any applicable federal, state, or local law, regulation or rule then presently in effect. Lessee further agrees to hold the City of Burlington harmless from and indemnify the City of Burlington against any release of such Hazardous Substance and any damage, loss, or expense or liability resulting from such release, including all attorney's fees, costs and penalties incurred as a result thereof which was caused by Lessee or any of its employees or agents. "Hazardous Substance" shall be interpreted broadly to mean any substance or material defined as a radioactive substance, or other similar term by any of 68

federal, state or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time, and it shall be interpreted to include, but shall not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease.

The City of Burlington represents and warrants that it has no knowledge of any Hazardous Substance existing on the Owned Premises in violation of any applicable federal, state or local law, regulation or rule. The City of Burlington further agrees to hold Lessee harmless from and indemnify Lessee against any damage, loss, or expense or liability resulting from the existence on the Owned Premises of any such Hazardous Substance, including all attorneys' fees, costs and penalties incurred as a result thereof, unless caused by Lessee, any other Lessee, or any of their employees, agents, guests or patrons.

S. INSURANCE. The Lessee agrees that it will deposit with the Lessor a policy of comprehensive liability insurance. The policy shall be issued by a company licensed to do business in Wisconsin and shall insure the Lessee against loss from liability to the amount of \$1,000,000 for each occurrence and in the amount of \$2,000,000 aggregate, which shall name the Lessor as an additional insured. The cancellation or other termination of any insurance policy issued in compliance with this section shall automatically terminate the Lease unless another policy has been filed and approved pursuant to this section and shall be in effect at the time of such cancellation or termination.

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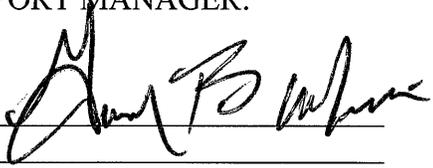
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IN WITNESS WHEREOF, the parties have hereunto set their hands and seals they day and year first herein written.

Approved by the Airport Committee on: 5/28/2020

AIRPORT MANAGER:



Signature

Gary B. Meisner
Print (or type) name

LESSEE:

BBJS INVESTMENTS, LLC

Signature

BRIAN BEHRENS
Print (or type) name



Approved by Common Council on: _____

CITY OF BURLINGTON

Signature

MANAGING MEMBER
Title