



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 21, 2020

6:30 p.m.

Common Council Chambers, 224 East Jefferson Street

Webinar Link: <https://us02web.zoom.us/j/83742370640?pwd=MVVaZHGwNXVWaHdldDBnTEIxUFlyQT09>

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** (B. Grandi)

A. To approve the July 7, 2020 Committee of the Whole Meeting Minutes.

4. **DISCUSSION:**

A. **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 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.
- B. **Resolution 5020(16)** - To approve Task Order 111 with Kapur & Associates for the Design of Maryland Avenue Road Improvements.
- C. **Resolution 5021(17)** - To approve a change of Polling Location from United Methodist Church to the Veteran's Terrace, located at 589 Milwaukee Avenue.
- D. **Resolution 50223(18)** - To approve an Agreement with Axon Enterprises, Inc. for seven in-squad camera systems and cloud storage for the City of Burlington Police Department in the amount of \$67,743.00.

6. **ORDINANCES:**

7. **MOTIONS:**

- A. **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).
- B. **Motion 20-976** - To approve an Airport Hangar Lease with John Pelland for property located at 916 Alpha Taxiway, Burlington Municipal Airport, Burlington, Wisconsin.
- C. **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.
- D. **Motion 20-978** - To approve pavement repairs near the Milwaukee Avenue Rail Crossing.

8. **ADJOURNMENT** *(R. Heft)*

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



COMMITTEE OF THE WHOLE

ITEM NUMBER 3A

DATE: July 21, 2020

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

SUBMITTED BY: Diahnn Halbach, City Clerk

BACKGROUND/HISTORY:

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

BUDGET/FISCAL IMPACT:

N/A

RECOMMENDATION:

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

TIMING/IMPLEMENTATION:

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

Attachments

COW Minutes



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

CITY OF BURLINGTON
Committee of the Whole Minutes
Jeannie Hefty, Mayor
Diahnn Halbach, City Clerk
Tuesday, July 7, 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 Jon Schultz, Alderman Tom Preusker, Alderman Todd Bauman. Excused: Alderman Steve Rauch.

Staff present: Administrator Carina Walters, City Attorney John Bjelajac, Finance Director Steve DeQuaker, Assistant City Administrator/Zoning Administrator Megan Watkins, Public Works Director Peter Riggs, Fire Chief Alan Babe, 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 16, 2020 Committee of the Whole Meeting Minutes.
Motion: Alderman Meyer. Second: Alderman Kott. With all in favor, the motion carried.

4. **Motion 20-974** - To approve a site plan for a beer garden at Devor Park in association with the Burlington Community Center.

This item was tabled by Mayor Hefty.

5. **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.

Building Inspector Gregory Guidry began the discussion with background history regarding this property and the previous conversations city staff has had with Mr. Davel regarding his garden location being in violation of Ordinance 274-6. Guidry stated that due to non-compliance, a Notice of Violation as issued to Mr. Davel.

Alderman Schultz asked what the intention of the City is if others have been allowed to grow plantings in the boulevard and questioned the intent of enforcing just one or all properties in violation and suggested there should be a reasonable solution. Administrator Walters responded that the other plantings are low growing perennials and not a garden, which is a public safety issue. Director Riggs also responded stating that this is a unique situation, as others have planted perennials for aesthetic improvements and no complaints have ever been received for the other properties; however Davel's property has received complaints because of some plants growing 5'-6' tall and is causing sight line issues in the public right of way.

Alderman Grandi stated that he has received three complaints regarding "cleaning up the mess in the parkway". Grandi stated he reviewed the ordinance and it says "shall keep in sightly and proper condition". Whereas Davel's garden appears to be full of weeds and not well maintained. Grandi further stated that this is a busy corner and a crossing area for school children and that the other areas with the low growing perennials are properly maintained and well-kept. Davel responded that sightliness is in the eye of the beholder and asked for a trial period to show beauty and diversity. Alderman Preusker responded that there have been no other complaints on other locations because

those plantings aren't unsightly.

Alderman Meyer asked Davel if the garden could be planted elsewhere on his property. Davel responded that he didn't have a sunny enough area and that they have a dog kennel, fire pit, and a play area for their kids which leaves no space to relocate the garden. Alderman Kott suggested raised garden beds that would take less space and prevent from being walked on or through.

Alderman Schultz stated that it doesn't matter if it looks pretty or not, that the ordinance only allows for grasses and trees, therefore, if it's going to be enforced for one, it should be enforced for all. Grandi reiterated that the plantings also need to be "sightly and proper". Grandi suggested another area on Davel's property that looked to be unkept with weeds and could be used as garden space. Davel responded that wildflowers grow there and that area is too cold and doesn't get enough sun light.

Alderman Bauman told Davel that he should have addressed the Council sooner rather than continue to go against the ordinance and continue planting his garden, which now has resulted in a violation.

Alderman Heft stated there is a big difference between low growing perennials and a crop garden that needs to be dug up and re-planted each year. Alderman Preusker suggested reviewing the ordinance for perennial plantings at a future meeting as it's not on the agenda to discuss other properties.

Public Comments were as follows:

- Kim Trakas-Lois, 148 Randolph Street, commented on other plantings in the parkway.
- Robert Wright, 207 Randolph Street, stated that he felt the garden isn't a safety concern.
- Jack Baker, realtor (did not state address), spoke in regard to aesthetics and curb appeal when it comes selling a house and stated that it is very common for clients to turn down a purchase if the neighboring property is unsightly. Baker also stated that a garden is a temporary use of land, whereas perennials provide coverage year around.
- Wayne Swihart (did not state address), stated that he felt it should be fair for everybody and should look good year around, be kept uniform, and have an aesthetic view.

Attorney Bjelajac stated that Mr. Davel wishes to go before the Zoning Board of Appeals to appeal the Notice of Violation, but before he can do that, Bjelajac needs to know if the Common Council wishes for staff to move forward with amending Ordinance 274-6.

Alderman Schultz asked if the garden needs to be removed as a result of the violation. Attorney Bjelajac responded that would be subject to discussion at the next Council Meeting in which options could be discussed with Davel. Alderman Preusker responded that the garden is in violation of the ordinance and should be dealt with accordingly.

Inspector Guidry stated that he intends to move forward with the citation, as he wasn't supposed to plant a garden in the parkway and was told several times to not plant a garden in the parkway, but continued to do so anyway. Alderman Grandi suggested not to issue a citation, but to just stop growing a garden in the parkway.

Mayor Hefty asked for a "tea leaf" reading from the alderman who were opposed to amending the ordinance. Grandi, Heft, Bauman, Kott, and Preusker did not want to move forward with amending the ordinance. Alderman Meyer and Alderman Schultz both lost connection. Alderman Rauch was not in attendance. Walters stated that based on the preliminary conversation from this discussion, staff has enough direction to not move forward with an ordinance amendment to incorporate allowing a garden in the parkway.

6. ADJOURNMENT

Due to a power outage and loss of quorum, Mayor Hefty adjourned the meeting 7:23 p.m.

Minutes respectfully submitted by:

Diahm C. Halbach
City Clerk
City of Burlington



DATE: July 21, 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 21, 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 21, 2020 Committee of the Whole meeting, and due to timing, is scheduled for final consideration at the same evening 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 21, 2020
Adopted:

Jeannie Hefty, Mayor

Attest:

Diahnn 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)
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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
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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 21, 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 21, 2020 Committee of the Whole meeting, and due to timing is scheduled for final consideration at the same evening 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: _____

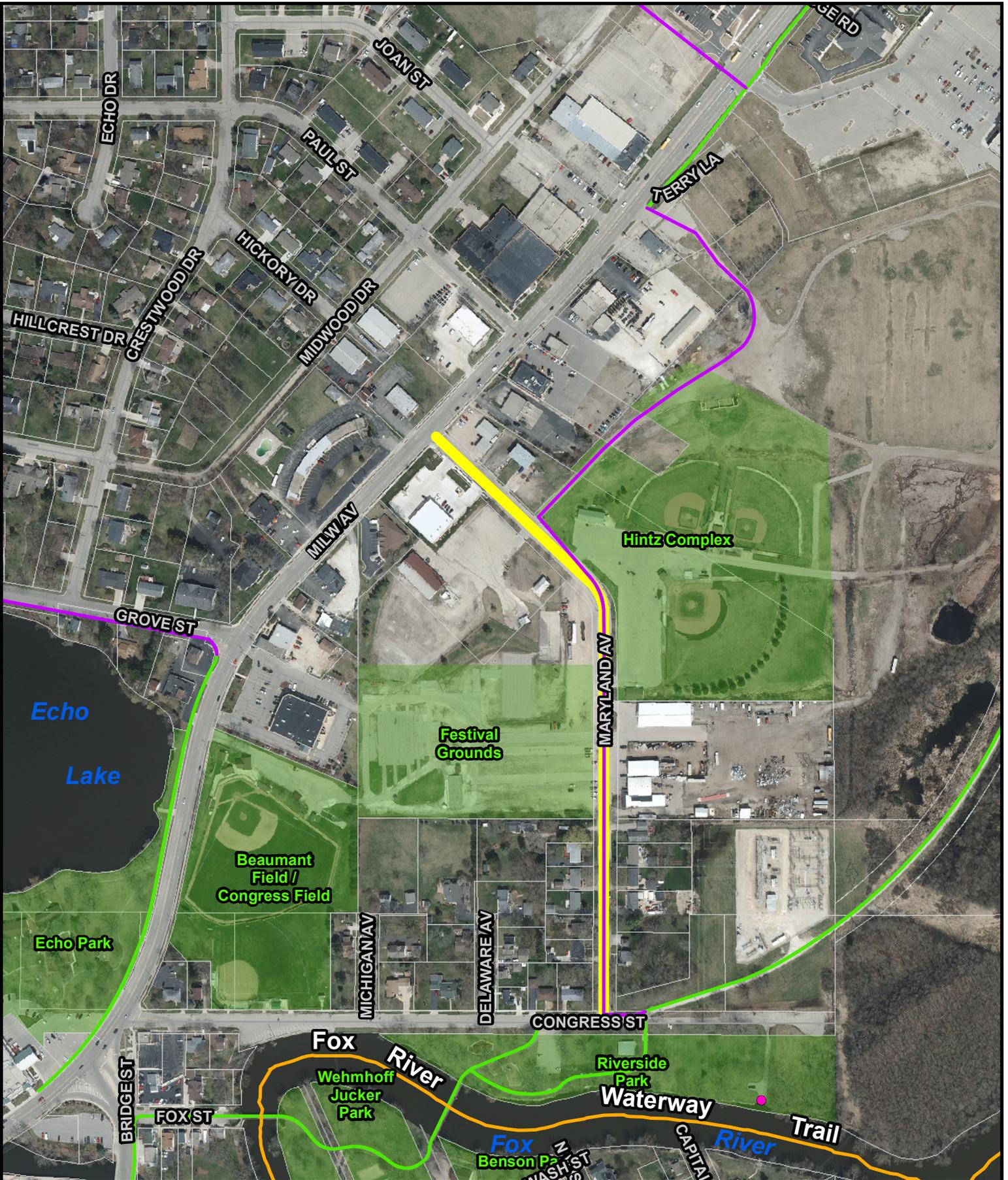
Title: Associate

Date: _____

Date: _____

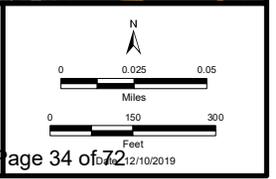
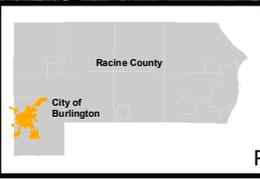
Kapur Associates, Inc.
Summary of Staff Hours and Labor Costs
for the
City of Burlington

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 21, 2020

SUBJECT: RESOLUTION 5021(17) - To approve a change of Polling Location from United Methodist Church to the Veteran's Terrace, located at 589 Milwaukee Avenue.

SUBMITTED BY: Diahnn Halbach, City Clerk

BACKGROUND/HISTORY:

Burlington United Methodist Church has been the designated polling location for the Third and Fourth Districts (Wards 5-10), since December 18, 2007. On June 22, 2020, staff received a letter from the Administrative Council of the church notifying us that the City of Burlington may no longer use their facility as a polling location.

Beth Reetz, Manager of the Veteran's Terrace, has offered the use of their facility to be used as the new polling location for the Third and Fourth Districts. An Accessibility Report was completed and submitted to the Wisconsin Elections Commission, and they have approved the use of the facility as a polling location. If approved by the Common Council, this change would be effective immediately so that the August 11, 2020 election can be held at the new location. A Postcard Notification will be mailed to all registered voters within these two districts. Information will also be posted on the City's website, social media, and the local newspapers.

BUDGET/FISCAL IMPACT:

The City currently pays rent to the polling location facilities in the amount of \$100 per election. However, the Veteran's Terrace will not be charging for the use of their facility, which will reduce this budget item \$200 to \$400 per year depending on the number of elections scheduled for that year.

RECOMMENDATION:

Staff recommends approval of this resolution to change polling locations.

TIMING/IMPLEMENTATION:

This item is for discussion at the July 21, 2020 Committee of the Whole meeting, and due to timing, is scheduled for final consideration at the same evening Common Council meeting.

Attachments

- Res 5021(17) Polling Place Relocation
- UMC Letter
- Postcard Mailer

**A RESOLUTION ESTABLISHING A POLLING PLACE
FOR THE CITY OF BURLINGTON**

WHEREAS, Section 5.25(3) of the Wisconsin State Statutes sets the criteria of establishing a change to a polling place; and,

WHEREAS, Voters of District Three (Wards 5, 6, and 10) and District Four (Wards 7-8) have been voting at the Burlington United Methodist Church at 857 West State Street; and,

WHEREAS, due to a decision made by the church's Administrative Council to no longer allow their facility to be used as a polling location for the City of Burlington, it has become necessary to relocate this polling place.

BE IT FURTHER RESOLVED THAT, District Three and District Four polling location has been changed to the Veteran's Terrace, 589 Milwaukee Avenue, commencing with the August 11, 2020 Election.

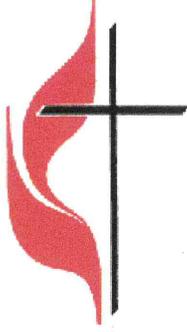
Introduced: July 21, 2020

Adopted:

Jeannie Hefty, Mayor

Attest:

Diahn Halbach, City Clerk



Burlington United Methodist Church

857 W. State Street

Burlington, WI 53105-1776

Rev. Dr. Ebenezer Insor, Pastor

262-763-2288

Email: ebenezer@burlingtonumc.org

www.burlingtonumc.org

RECEIVED JUN 22 2020

June 17, 2020

Diahnn Halbach, Burlington City Clerk
Burlington City Hall
300 N. Pine Street
Burlington, WI 53105

RE: The Burlington United Methodist Church as a Polling Location for Elections

Dear City Clerk Halbach:

We hope that things are well at City Hall and that everyone there is staying healthy and safe during these trying times of the novel coronavirus.

The Administrative Council of the Burlington United Methodist Church recently met and discussed the use of the church as one of the city's election polling locations. While we've enjoyed a long relationship with the city for this event, we now have a great reluctance to let it continue due to the coronavirus. Most of our membership is elderly and many have underlying medical conditions. The CDC guidelines encourage moving election polling locations away from places with this set of risk populace. Additionally, we simply do not have the manpower or resources to set up and maintain our church before and after elections, while following the pandemic guidelines. For these reasons, we have decided that we will no longer be able to let our church be used for this purpose. We hope that you can find an alternative option.

Please remember that while Pastor Ebenezer is the minister of the Burlington United Methodist Church, he does not make the decisions for the church. The chief governing body, which is the Administrative Council, does.

Thank you.

Respectfully Yours,

Sally Stoflet

Administrative Council Chair

On Behalf of the Administrative Council

City of Burlington
300 N. Pine Street
Burlington, WI 53105



1
1



*****AUTO**5-DIGIT 53105

CURRENT RESIDENT
164 MONICA AVE
BURLINGTON WI 53105-2407

WARD 8 Page 38 of 72
ALDERMANIC DISTRICT 4

**NOTICE OF CHANGE IN POLLING LOCATION
EFFECTIVE IMMEDIATELY FOR THE
FOLLOWING WARDS:**

WARDS 5 – 10

(ALDERMANIC DISTRICTS 3 AND 4)

Your polling location has been changed from the United Methodist Church to **Veteran's Terrace**, located at **589 Milwaukee Avenue, Burlington WI**



DATE: July 21, 2020

SUBJECT: **RESOLUTION 5022(18)** - To approve an Agreement with Axon Enterprises, Inc. for seven in-squad camera systems and cloud storage for the City of Burlington Police Department in the amount of \$67,743.00.

SUBMITTED BY: Mark Anderson, Police Chief

BACKGROUND/HISTORY:

The Burlington Police Department has seven squad cars equipped with in-squad video capturing devices. Two of the vehicles have Digital Ally DVM 500s, a model that is discontinued and no longer supported. The other five vehicles have Digital Ally DVM 800s. The Digital Ally's 480p resolution can produce a grainy video. Audio files are made via an external microphone that the officer must equip and place on their uniform.

The Digital Ally DVM 500 uses an internal storage card. Once full, the card is removed and its contents are manually transferred to the server. This occurs approximately every two weeks. The Digital Ally DVM 800 video files are automatically transferred to a server via the police department's Wi-Fi.

BUDGET/FISCAL IMPACT:

The current cost of a Digital Ally DVM 800 is \$6810 per squad car prior to installation. The two DVM 500 cameras are out of warranty and no longer supported. The remaining five DVM 800 cameras have between 2 ½ years and 3 ½ years left on the warranty and may be resold to other agencies. There is currently no option to extend the warranty or upgrade at the end of the warranty period. The City maintains the server and is responsible for server upgrades.

The Axon Fleet 2 squad camera system offers resolutions up to 1080p to provide clearer video. The Axon Fleet 2 system lets users tag videos and write notes on the video file in the squad car. The Axon system can be triggered by: light bar activation, crash detection, speed threshold detection, and rifle mount activation. Additionally, if another officer arrives to assist, Axon Fleet 2 automatically activates the other officer's body worn camera. These Axon body worn cameras serve as a wireless microphone, eliminating the need for another microphone. When video from an incident is viewed, all in-squad video and all body cam video as well as map locations are displayed time-stamped and simultaneously, even if multiple officers are on-scene.

The Axon Fleet 2 squad camera system uses a cloud system for video storage, thus eliminating the need for the City's server.

The Axon Fleet 2 squad camera systems include a forward facing camera, a rear transport compartment camera, vehicle signal unit, and a Cradle point router. Axon provides a representative to install the system in one squad car. The representative trains General Communications, Digi-Corp, and a PD employee on how to install the hardware, software, and network for the system. General Communications will install hardware on the remaining vehicles. Digi-Corp and the PD employee will install the software and network.

The Axon Fleet 2 includes a Technology Assurance Plan (TAP). Once a newer, upgraded camera becomes available during the next 5-years, we will get the new camera at no additional cost. The Axon Fleet 3 looks to have a built-in license plate reader which will allow an officer to safely inquire license plate registration information without entering the information manually and multitask while driving. We will soon be upgrading our Axon body worn cameras at no additional cost due to the TAP.

This item has been budgeted in the 2020 Capital Improvement Projects (CIP).

RECOMMENDATION:

Staff recommends the Common Council award the bid for seven in-squad camera systems and cloud storage for the City of Burlington Police Department to Axon Enterprise, Inc.

TIMING/IMPLEMENTATION:

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

Attachments

Res 5022(18) Squad Cams

Quote

**A RESOLUTION TO APPROVE AN AGREEMENT WITH AXON ENTERPRISES, INC.
FOR SEVEN IN-SQUAD CAMERA SYSTEMS AND CLOUD STORAGE FOR THE
CITY OF BURLINGTON POLICE DEPARTMENT IN THE AMOUNT OF \$67,743.00.**

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

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

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

WHEREAS, the City of Burlington Police Department is scheduled to replace its in-squad camera system with funds included in the 2020 Police Department budget; and,

WHEREAS, the purchase of a body worn camera system from Axon Inc. for the amount of \$67,743.00 has been recommended by the Chief of Police.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Burlington that purchase of the aforementioned equipment is hereby approved for the amount of \$67,743.00.

Introduced: July 21, 2020
Adopted:

Jeannie Hefty, Mayor

Attest:

Diahn Halbach, City Clerk



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

SALES REPRESENTATIVE

Mike Schmidt
Phone: (480) 502-6279
Email: mschmidt@axon.com
Fax:

PRIMARY CONTACT

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

SHIP TO

Jeremy Krusemark
Burlington Police Dept. - WI
224 E Jefferson St
Burlington, WI 53105
US

BILL TO

Burlington Police Dept. - WI
224 E Jefferson St
Burlington, WI 53105
US

Year 1

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
80217	FLEET 2 UNLIMITED WITH TAP PAYMENT	12	7	1,548.00	1,548.00	10,836.00
Hardware						
11634	CRADLEPOINT IBR900-1200M-NPS+5 YEAR NETCLOUD ESSENT (PRIME)		7	1,509.00	1,509.00	10,563.00
80214	FLEET EVIDENCE.COM UNLIMITED STORAGE	60	7	0.00	0.00	0.00
71088	AXON FLEET 2 KIT		7	0.00	0.00	0.00
87069	TECH ASSURANCE PLAN FLEET 2 KIT WARRANTY		7	0.00	0.00	0.00
74110	CABLE, CAT6 ETHERNET 25 FT, FLEET		7	0.00	0.00	0.00
71100	CABLE ASSEMBLY, POWER HARNESS, FLEET 2		7	0.00	0.00	0.00
Other						
87050	FLEET VIEW XL ACCESS LICENSE	60	7	0.00	0.00	0.00
Services						
80131	TRAIN INSTALLER OR INSTALL FACILITY, 2 DAYS ONSITE, PER SITE		1	6,000.00	3,000.00	3,000.00
					Subtotal	24,399.00
					Estimated Shipping	0.00
					Estimated Tax	0.00
					Total	24,399.00

Year 2

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
80217	FLEET 2 UNLIMITED WITH TAP PAYMENT	12	7	1,548.00	1,548.00	10,836.00
					Subtotal	10,836.00
					Estimated Tax	0.00
					Total	10,836.00

Year 3

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
80217	FLEET 2 UNLIMITED WITH TAP PAYMENT	12	7	1,548.00	1,548.00	10,836.00
					Subtotal	10,836.00
					Estimated Tax	0.00
					Total	10,836.00

Year 4

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
80217	FLEET 2 UNLIMITED WITH TAP PAYMENT	12	7	1,548.00	1,548.00	10,836.00
					Subtotal	10,836.00
					Estimated Tax	0.00
					Total	10,836.00

Year 5

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
80217	FLEET 2 UNLIMITED WITH TAP PAYMENT	12	7	1,548.00	1,548.00	10,836.00

Year 5 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
73335	FLEET CAMERA REFRESH (ONE FRONT AND ONE REAR)		7	0.00	0.00	0.00
					Subtotal	10,836.00
					Estimated Tax	0.00
					Total	10,836.00
					Grand Total	67,743.00

Discounts (USD)

Quote Expiration: 07/31/2020

List Amount	70,743.00
Discounts	3,000.00
Total	67,743.00

**Total excludes applicable taxes*

Summary of Payments

Payment	Amount (USD)
Year 1	24,399.00
Year 2	10,836.00
Year 3	10,836.00
Year 4	10,836.00
Year 5	10,836.00
Grand Total	67,743.00

STATEMENT OF WORK & CONFIGURATION DOCUMENT

Axon Fleet In-Car Recording Platform

This document details a proposed system design

Agency Created For: Burlington Police Dept. - WI

Quote: Q-260191-44012.981MS

Sold By:	Mike Schmidt
Designed By:	Ashlyn Frahm
Installed By:	Customer
Target Install Date:	

VEHICLE OVERVIEW

SITE NAME	CUSTOMER NAME	
Headquarters	Burlington Police Dept. - WI	
<p>Total Configured Vehicles</p> <ul style="list-style-type: none"> • 7 Total Vehicles with this Configuration <p>Video Capture Sources</p> <ul style="list-style-type: none"> • 14 Total Cameras Deployed • 1 Axon Signal Unit(s) Per Vehicle <p>Mobile Data Terminal Per Vehicle</p> <ul style="list-style-type: none"> • 1 Located In Each Vehicle <p>Mobile Router Per Vehicle</p> <ul style="list-style-type: none"> • 1 Cradlepoint IBR900-1200 <p>Offload Mechanism</p> <ul style="list-style-type: none"> • 4G LTE Cellular <p>Evidence Management System</p> <ul style="list-style-type: none"> • Evidence.com 		 Axon Camera  Signal Unit  In-Car Router  Battery Box

SYSTEM CONFIGURATION DETAILS

The following sections detail the configuration of the Axon Fleet In-Car System

Vehicle Hardware

Vehicle Hardware	2	Axon Fleet Cameras will be installed in each vehicle
	2	Axon Fleet Battery Boxes will be installed in each vehicle
	1	Axon Signal Units will be installed in each vehicle
	1	Cradlepoint IBR900-1200 router will be installed in each vehicle
Axon Battery Boxes	The battery box provides power to its connected camera for up to 4 hours allowing for video offload while the vehicle ignition state is OFF and the MDT is connected and available.	
Signal Activation Methods	When triggered, the Axon Signal Vehicle (ASV) device will activate the recording mechanism for all configured Axon cameras within 30 feet of the vehicle.	
Mobile Data Terminal	Each vehicle will be equipped with a Mobile Data Terminal provided by the customer.	
Mobile Data Terminal Requirements	<p>Operating System: Windows 7 or Windows 10 - x32 or x64 with the most current service packs and updates</p> <p>Hard Drive: Must have 25GB+ of free disk space</p> <p>RAM/Memory: Windows 7 - 4GB or greater Windows 10 - 8GB or greater</p> <p>Ethernet Port: The system requires the MDT to have one dedicated and available Ethernet port reserved for an Ethernet cable from router. The Ethernet port can be located on an electronic and stationary mobile docking station. If a docking station is used, it is the preferred location for the Ethernet port.</p> <p>Wi-Fi Card: The system requires an 802.11n compatible Wi-Fi card using 5Ghz band.</p> <p>USB Ports: If the computer is assigned to the officer and does not remain with the vehicle, then the number dongles ordered should equal the number of officers or the number of computers assigned. At least one dedicated and available USB 2.0 port for the Fleet USB dongle USB Port on MDT or Dock.</p>	

Additional Considerations	If the customer has a MiFi hotspot, embedded cellular, or USB 4G, then the customer must purchase a Cradlepoint router with an external antenna and Cradlecare. For agencies that use NetMotion Mobility, Axon traffic must be passed through; such that it does not use the Mobility VPN tunnel. Customer must provide IT and / or Admin resources at time of installation to ensure data routing if functional for Axon Fleet operation.	
	In the event an Agency is unable to support the IT requirements associated with the installation, Axon reserves the right to charge the Agency for additional time associated with on-site work completed by an Axon Employee.	
Hardware Provisioning	Axon will provide the following router for all vehicles:	Cradlepoint IBR900-1200
	The customer will provide a MDT for each vehicle	

In-Car Network Considerations

Network Requirements	Cradlepoint IBR900-1200 will create a dedicated 5Ghz WiFi network within each vehicle. This network will join the Axon Fleet cameras and Mobile Data Terminal together.		
Network Addressing	IP Addressing		Total IPs Required
	Axon Fleet Cameras	14	28
	Mobile Data Terminal	7	
	Cradlepoint IBR900-1200	7	
Hardware Provisioning	Customer to provide all IP addressing and applicable network information		

Network Consideration Agreement

Network Consideration Agreement	Customer acknowledges the minimum requirements for the network to support this Statement of Work.
	All Axon employees performing services under this SOW are CJIS certified.
	If the network provided by Customer does not meet the minimum requirements, or in the event of a requested change in scope of the project, a Change Order will be required and additional fees may apply. Additional fees would also apply if Axon is required to extend the installation time for reasons caused by the customer or the customer network accessibility.

Professional Services & Training

<p>Project Management</p>	<p>Axon will assign a Project Manager that will provide the expertise to execute a successful Fleet camera deployment and implementation. The Project Manager will have knowledge and experience with all phases of the project management lifecycle and with all application modules being implemented. He/she will work closely with the customer's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables.</p>
<p>Vehicle Installation</p>	<p>Customer will be performing the installation of all Axon Fleet vehicle hardware. Installation services purchased from Axon include a "clip" and removal of existing in-car system hardware. This does not include "full removal" of existing wiring. A "full removal" of all existing hardware and wiring is subject to additional fees. Axon provides basic Fleet operation overview to the customer lead and/or Admin at the time of install.</p> <p>Clip vs Rip installation removal:</p> <ul style="list-style-type: none"> ○ It is necessary to differentiate between the type of equipment removal to be provided by Axon. Standard Fleet Installation includes hardware removal in a fashion considered "Clip" which means Axon cuts the wires from the old system without removing multiple panels, removing all wiring and parts from the old system. In the case Axon removes the hardware Axon is not responsible for the surplus of hardware or any devices that may have been physically integrated with the removed system. In some situations, radar systems are integrated with the in-car video system and have a cable that connects to the system, if Axon removes the old in car system then Axon is not responsible for the radar system as part of the removal. ○ A "Rip" removal should be contracted through ProLogic directly. The Rip would be similar to a complete and full removal, which is more common when they retire a vehicle from service.
<p>Custom Trigger Installation</p>	<p>Axon Signal Units have multiple trigger configuration options. Any trigger configurations that include a door or magnetic door switch are considered "custom" and may be subject to additional fees. An Axon representative has discussed with the Agency the standard triggers of the Fleet System. Those standard triggers include light-bar activation, speed, crash and gun-locks. The light-bar must have a controller to allow Axon to interface for the desired position, gun-locks must be installed with existing hardware in the vehicle. Doors are considered "CUSTOM" since they required additional hardware and time for installation, typically requiring the door may need to be taken apart for the installation.</p>
<p>Training</p>	<p>End-user go-live training provides individual device set up and configuration assistance, training on device use, Evidence.com and AXON View XL. End-user go-live training and support is not included in the installation fee scope.</p>

4G / Cellular Offload Considerations

Network Considerations	The Cradlepoint IBR900-1200 will be the connection which allows 4G upload of recorded video
	The customer will ensure that their cellular contract does not allow for data throttling, or service denial, once a set data threshold is met. Throttling or denial of service will negatively affect Fleet upload capabilities.
	The MDT's 4G connection will facilitate the upload of recorded video content.
Hardware Provisioning	The customer will provide all 4G sim cards as required by their mobile provider.

Tax is subject to change at order processing with valid exemption.

Axon's Sales Terms and Conditions

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

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

Please sign and email to Mike Schmidt at mschmidt@axon.com or fax to

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

The trademarks referenced above are the property of their respective owners.

*****Axon Internal Use Only*****

		SFDC Contract #:
		Order Type:
		RMA #:
		Address Used:
		SO #:
Review 1	Review 2	
Comments:		



DATE: July 21, 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 21, 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 21, 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 21, 2020 Committee of the Whole meeting, and is scheduled for final consideration at the same evening 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:

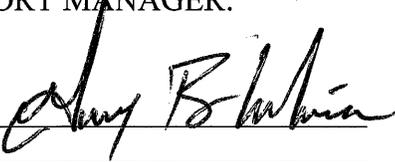
- (1) Rights and liabilities of the parties shall bind and inure to the benefit of their personal representatives, heirs, successors and assigns.
- (2) This agreement constitutes the entire agreement pertaining to the subject matter and supersedes all prior and contemporaneous agreements of the parties 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

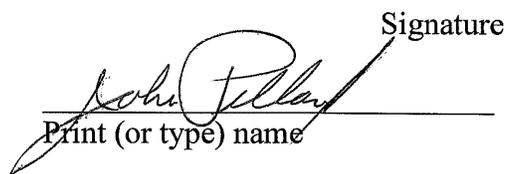
AIRPORT MANAGER:

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 21, 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 21, 2020 Committee of the Whole meeting, and scheduled for final consideration at the same evening 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 72

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.

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(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.

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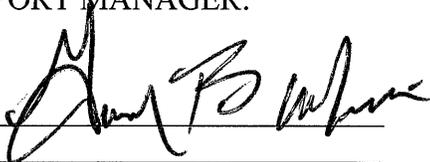
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- (4) The captions contained in this Agreement are for reference only and do not form part of this Agreement.

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:



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



DATE: July 21, 2020

SUBJECT: MOTION 20-978 - To approve pavement repairs near the Milwaukee Avenue Rail Crossing.

SUBMITTED BY: Peter Riggs, Director of Public Works

BACKGROUND/HISTORY:

On June 23, 2020 Canadian National Rail Road (CN) informed staff of their intentions to close the Milwaukee Avenue rail crossing in order to perform repairs on the tracks, crossing pads, and asphalt approaches. CN needs to complete this work by early August but was willing to delay their start until WISDOT's work on the bypass was complete and the detour through the downtown was lifted. As the bypass work has been completed, CN has scheduled their closure to begin on 7/27/20 and is expected to complete the work by 7/31/20.

CN staff asked if the City would be interested in taking advantage of the closing to perform road work around the tracks simultaneously. The pavement from Pine St to the Milwaukee Avenue Bridge deck is in poor condition and would greatly benefit from resurfacing. This is a unique and efficient opportunity for the City as we can take advantage of the traffic control, detour, and railroad flaggers that will already be on site for CN's project. This also eliminates the need for a second detour and railroad coordination in the future.

Initially we had hoped to use the same paving contractor as CN as that would be expeditious and seamless. Unfortunately, the short time frame would not allow us to comply with Wisconsin public bid laws.

As a solution, we do have the ability to add this work as a change order to the contract with Wanasek for our 2020 Street Improvement Program. Staff from Kapur has met with Wanasek and Stark, the paving sub-contractor, and determined that the project is viable and can be completed within CN's project timeline with minor adjustment. Kapur has provided an engineers estimate of the cost to complete the work.

BUDGET/FISCAL IMPACT:

Kapur has created an engineer's estimate to complete the milling, paving, and pavement markings at \$36,326. Funding for this project is available within the promissory note secured for the 2020 Street Program. The street program contract was \$52,892 less than the amount borrowed. In addition, a negative change order of approximately \$28,000 is expected for savings in manhole reconstruction at Tower and Amanda. This leaves approximately \$80,000 in the note available to pay for this work.

Should we not perform the paving at this time it could lead to additional costs in the future including railroad permits, flaggers, traffic control, and detouring expenses. Currently, all of these costs are being covered by CN. Additionally, paving at a different time would require another major closure and detour.

RECOMMENDATION:

Staff recommends approval of the motion to proceed with pavement repairs at the Milwaukee Avenue railroad crossing. If the repair costs come in at an unreasonable price; staff would not complete the pavement repair. Therefore, staff is recommending approval of the additional work, contingent on approval under Wisconsin State Statutes.

TIMING/IMPLEMENTATION:

This item is for discussion at the July 21, 2020 Committee of the Whole meeting and is scheduled for final consideration at the same evening Common Council meeting so that a decision can be made prior to construction starting on July 27, 2020.

Attachments

Kapur Recommendation Memo

Kapur Estimate

MEMORANDUM TO THE CITY OF BURLINGTON

To: Peter Riggs
From: Mike Timmers
Date: July 17, 2020
Re: 2020 Burlington Street Program
ESTIMATE – Milwaukee Ave Railroad Crossing Paving (Pine St to Bridge Deck)

At the request of the City, we have put together an estimated cost to perform a 2-Inch Mill & Pave and placement of Epoxy Pavement Marking on Milwaukee Ave, from Pine St northeast to the Fox River concrete bridge deck, in conjunction with the CN Railroad construction work and closure.

The estimated cost for this work is \$36,326.00. This is only an estimate. Kapur is seeking a cost from Wanasek, and their subcontractor Stark Pavement, to perform this work under the 2020 Burlington Street Program.

This cost does not include any railroad insurance, railroad flagging, traffic control (detour), or other miscellaneous items that may be needed to perform this work separate from the CN work. It is understood that these costs will be included in the CN Railroad project and NOT forwarded to the City.

Attached is a breakdown of bid items, bid descriptions, and cost per unit. Please feel free to contact me with any questions or concerns.

MILWAUKEE AVE (Pine St to Bridge Deck)

Item No.	Item Description	Unit	Est Qty	Unit \$	Estimated Total \$
204.0120	Removing Asphaltic Surface Milling 2"	SY	980	\$ 4.00	\$ 3,920.00
460.6224	HMA Pavement 4MT 58-28 S, item includes tack coat (455.0605)	TON	120	\$ 195.00	\$ 23,400.00
646.1020	Marking Line Epoxy 4-Inch (Double Yellow)	LF	88	\$ 3.00	\$ 264.00
646.1020	Marking Line Epoxy 4-Inch (White Skips)	LF	58	\$ 4.00	\$ 232.00
646.3020	Marking Line Epoxy 8-Inch (White Channel)	LF	114	\$ 5.50	\$ 627.00
646.5020	Marking Arrow Epoxy (Right Turn)	EACH	2	\$ 500.00	\$ 1,000.00
646.5120	Marking Word Epoxy (ONLY)	EACH	1	\$ 500.00	\$ 500.00
646.5320	Marking Railroad Crossing Epoxy	EACH	1	\$ 3,200.00	\$ 3,200.00
646.6120	Marking Stop Line Epoxy 18-Inch	LF	29	\$ 9.00	\$ 261.00
646.7420	Marking Crosswalk Epoxy Transverse Line 6-Inch	LF	112	\$ 6.00	\$ 672.00
SPV.1000	Marking Curb Head Epoxy (8"x8"x12")	LF	225	\$ 10.00	\$ 2,250.00
TOTAL - MILWAUKEE AVE					\$ 36,326.00