



AGENDA
COMMON COUNCIL
Monday, July 18, 2011

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

Mayor Robert Miller
Robert Prailes, Alderman, 1st District
Edward Johnson, Alderman, 1st District
Jim Prailes, Alderman, 2nd District
Peter Hintz, Alderman, 2nd District
Tom Vos, Council President and Alderman, 3rd District
Steve Rauch, Alderman, 3rd District
Katie Simenson, Alderman, 4th District
Jeff Fischer, Alderman, 4th District

1. Roll Call
2. Pledge of Allegiance to the Flag.
3. Citizen Comments.
4. Chamber of Commerce Representative.
5. Approval of the Common Council minutes for July 5, 2011. *(T. Vos)*
6. Letters and Communications: *(S. Rauch)*
 - A. Alderman Katie Simenson will be absent from the July 18th COW and Council meetings.
 - B. Memorandum from Administrator Lahner regarding the 2012 Ward Plan boundaries.
7. Reports by Aldermanic Representatives and Department Heads.
8. Reports 1-2: *(J. Fischer)*
 - Report 1 – Plan Commission minutes, June 12, 2011
 - Report 2 - Committee of the Whole minutes, July 5, 2011
9. Payment of Vouchers. *(K. Simenson)*
10. Licenses and Permits. *(J. Fischer)*
11. Appointments and Nominations: None
12. Public Hearings: None

13. **RESOLUTIONS:**

- A. Resolution 4485(10) to approve a lease between the City of Burlington and ChocolateFest. This item was discussed at tonight's Committee of the Whole meeting. *(R. Prailes)*
- B. Resolution 4486(11) to authorize the lease of property to the Burlington Lions Club for a term of five years. This item was discussed at the July 5, 2011 Committee of the Whole meeting. *(E. Johnson)*
- C. Resolution 4492(17) to approve a Chocolate City Logo Agreement with Chocolate Expressions, LLC. This item was discussed at tonight's Committee of the Whole meeting. *(J. Prailes)*

14. **ORDINANCES:**

None

15. **MOTIONS:**

None

16. **ADJOURNMENT** *(P. Hintz)*

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.



CITY OF BURLINGTON

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

Common Council Agenda Item Number: 5	Date: July 18, 2011
Submitted By: Beverly R. Gill, City Clerk	Subject: Meeting Minutes

Details:

Attached please find the Common Council meeting minutes from July 5, 2011. Staff recommends approval of these minutes.

Options & Alternatives:

N/A

Financial Remarks:

None.

Executive Action:

Staff recommends that the Common Council approve these minutes at the July 18, 2011 Common Council meeting.

DRAFT

City of Burlington
Official Minutes
Common Council
Robert Miller, Mayor
Beverly R. Gill, City Clerk
July 5, 2011

1. **CALL TO ORDER - ROLL CALL**

Mayor Bob Miller called the meeting to order at 6:46 p.m. starting with roll call. Aldermen present: Bob Prailes, Ed Johnson, Peter Hintz, Jim Prailes, Tom Vos, Katie Simenson Absent: Jeff Fischer, Steve Rauch

Also present: City Attorney John Bjelajac, Police Chief Peter Nimmer, Library Director Gayle Falk, Assistant to the Administrator Megan Johnson, Treasurer Steve DeQuaker, Mr. Blake Thiesen of Schreiber Anderson Associates, Mr. John Grosskreutz of Kapur Engineering

2. **PLEDGE OF ALLEGIANCE**

Mayor Miller led the council, staff and audience in the Pledge of Allegiance.

3. **CITIZEN'S COMMENTS**

None

4. **CHAMBER OF COMMERCE REPORT**

None

5. **APPROVAL OF COMMON COUNCIL MINUTES FOR JUNE 21, 2011**

A motion was made by Hintz with a second by Simenson to approve the Common Council Minutes of June 21, 2011. With all in favor, the motion carried.

6. **LETTERS AND COMMUNICATIONS**

A motion was made by Vos to reject Alderman Jim Prailes' letter regarding his excused absence for this council meeting due to the fact he was in attendance. A second was made by Simenson and with all in favor, the motion carried.

7. **REPORTS BY ALDERMANIC REPRESENTATIVES AND DEPARTMENT HEADS**

Vos stated that he was very upset with the fact that two aldermen were not in attendance at this evening's council meeting which could affect a vote that needs to be taken this evening. Vos thought there was a requirement that an alderman had to provide an excused absence to the council. The mayor replied that there will be an ordinance coming forward soon that will address unexcused absences for aldermen.

Vos continued that he was also upset that for the last three council meetings there had been no representation from DPW, Water or the Parks Department. The mayor explained that Ms. Connie Wilson was on a two week vacation and the city had not hired a new DPW Director at this time. Vos said that someone should have been designated to attend the meetings.

Mr. John Grosskreutz of Kapur Engineering reported that TAPCO had adjusted the lights on Milwaukee Avenue and Grove Street; they had discovered at Bridge, Pine and Robert Street, the loop detector needed to be adjusted. He further stated that now that the bypass was complete, another traffic study will be done to perhaps adjust the lights at some of the intersections.

Bob Prailes would like to have the lights on the corner of Highway 142 and 11 looked at because of the way they are now timed.

Vos thought the city should take another look at the corner of Milwaukee Avenue and Chestnut Street where it can become difficult to cross when there is a large vehicle parked on Milwaukee Avenue/Chestnut Street corner. He suggested either a no-parking area or a compact car zone.

Simenson said the traffic would stack up behind anyone trying to make a left turn from Milwaukee Avenue to South Pine Street. Chief Nimmer said an option would be to designate that intersection as a "no left turn" area.

8. REPORTS 1-9

A motion to approve Reports 1-9 was made by Bob Prailes with a second by Hintz. With all in favor, the motion carried.

9. PAYMENT OF VOUCHERS

A motion was made by Simenson with a second by Hintz to approve pre-paid, vouchers and reimbursements in the amount of \$340,411.41. Simenson questioned where the electrical bill was for the parking structure. DeQuaker stated that it was not available at this time. Roll Call Ayes: Bob Prailes, Johnson, Hintz, Jim Prailes, Vos, Simenson Nays: None Motion carried 6-0

10. LICENSES AND PERMITS

A motion was made by Hintz with a second by Vos to approve licenses as presented. With all in favor, the motion carried.

11. APPOINTMENTS AND NOMINATIONS

None

12. PUBLIC HEARING

"A PUBLIC HEARING TO HEAR PUBLIC COMMENT REGARDING A RESOLUTION TO VACATE AN UNIMPROVED PUBLIC RIGHT-OF-WAY IDENTIFIED AS EAST WASHINGTON STREET LYING BETWEEN EAST MAIN STREET AND EAST WISCONSIN STREET WITH REVERSION OF TITLE TO SUCH LAND TO THE ABUTTING PROPERTY OWNERS AND TO AMEND THE OFFICIAL MAP OF THE CITY OF BURLINGTON TO SHOW THE SAME"

Mayor Miller opened the public hearing at 7:01 p.m. There was no discussion. A motion was made by Bob Prailes with a second by Jim Prailes to close the public hearing. With all in favor, the motion carried and the public hearing closed at 7:02 p.m.

13. RESOLUTIONS

A. RESOLUTION 4479(4) "A RESOLUTION TO VACATE AN UNIMPROVED PUBLIC RIGHT-OF-WAY IDENTIFIED AS EAST WASHINGTON STREET EAST OF NORTH MAIN STREET AND WEST OF NORTH WISCONSIN STREET WITH REVERSION OF TITLE OF SUCH LAND TO THE ABUTTING PROPERTY OWNERS"

A request for a second reading and a motion to approve was made by Johnson with a second by Hintz. Vos questioned if a survey will be completed and recorded at the county as he was concerned with the accuracy of the division of land. Atty. Bjelajac replied that while the land is being divided in half, he did not know if an additional survey in the future would be needed. Johnson added that Racine County will be adding the information provided by the city to the GIS Program and will be updating their maps. Simenson compared this issue to the recent land division on Briody Street where the property owners had to pay for a new survey. Atty. Bjelajac offered to provide more information at the next meeting. Roll Call Ayes: Bob Prailes, Johnson, Hintz, Jim Prailes, Vos, Simenson Nays: None Motion carried 6-0

B. RESOLUTION 4482(7) "A RESOLUTION TO APPROVE AN AMENDMENT TO A LETTER OF AGREEMENT BETWEEN THE CITY OF BURLINGTON AND THE RACINE COUNTY ECONOMIC DEVELOPMENT CORPORATION (RCEDC) FOR 2011"

A request for a second reading and a motion to approve was made by Hintz with a second by Vos. Roll Call Ayes: Bob Prailes, Johnson, Hintz, Jim Prailes, Vos Nays: Simenson None Motion carried 5-1

C. RESOLUTION 4487(12) "A RESOLUTION TO AWARD THE BID FOR THE RIVERSIDE PARK IMPROVEMENT PROJECT TO AUGIE'S EXCAVATING IN THE AMOUNT OF \$134,843.68"

A request for a second reading and motion to approve was made by Bob Prailes with a second by Vos. Roll Call Ayes: Johnson, Bob Prailes, Hintz, Jim Prailes, Vos, Simenson Nays: None Motion carried 6-0

D. RESOLUTION 4488(13) "A RESOLUTION TO CONSIDER APPROVING CONTRACT CHANGE ORDER NUMBER ONE WITH SCHERRER CONSTRUCTION COMPANY FOR THE RADIUM REMOVAL PROJECT IN THE AMOUNT OF \$57,464"

A request for a second reading and motion to approve was made by Vos with a second by Jim Prailes. Roll Call Ayes: Johnson, Bob Prailes, Hintz, Jim Prailes, Vos, Simenson Nays: None Motion carried 6-0

14. ORDINANCES

A. ORDINANCE 1927(4) "AN ORDINANCE TO APPROVE THE WARD REDISTRICTING PLAN FOR THE CITY OF BURLINGTON, RACINE AND WALWORTH COUNTIES"

A request for a second reading and motion to approve was made by Simenson with a second by Vos. Johnson questioned the location of the area designated as Ward 9. The mayor replied that it was located in Walworth County and is part of the airport. Simenson questioned if the residents located in the upcoming annexation (Teut Road, Timber Lane) are part of these totals. The mayor replied that the population in that area is part of the city totals. Johnson added that growth in that area as well as the proposed Schaefer subdivision has been taken in to consideration. Roll Call Ayes: Bob Prailes, Johnson, Hintz, Jim Prailes, Vos, Simenson Nays: None Motion carried 6-0

B. ORDINANCE 1928(5) "AN ORDINANCE TO AMEND CHAPTER 50-4A, COUNCIL MEETINGS OF THE MUNICIPAL CODE"

A request for a second reading and motion to approve was made by Vos with a second by Hintz. Roll Call: Ayes: Johnson, Bob Prailes, Hintz, Jim Prailes, Vos, Simenson Nays: None Motion carried 6-0

15. MOTIONS

A. MOTION 11-714 "A MOTION TO APPROVE THE 2010 ANNUAL AUDIT AS PREPARED BY PATRICK ROMENESKO, CPA"

A motion was made by Bob Prailes with a second by Johnson to approve Motion 11-714. With all in favor, the motion carried.

B. MOTION 11-715 "A MOTION TO APPROVE A CERTIFICATE OF APPROPRIATENESS APPLICATION IN THE HISTORIC PRESERVATION OVERLAY DISTRICT FOR 132 WEST CHESTNUT STREET"

A motion was made by Johnson with a second by Simenson to approve Motion 11-715. With all in favor, the motion carried.

C. MOTION 11-716 "A MOTION TO APPROVE A CERTIFICATE OF APPROPRIATENESS APPLICATION IN THE HISTORIC PRESERVATION OVERLAY DISTRICT FOR 404 NORTH PINE STREET"

A motion was made by Hintz with a second by Simenson to approve Motion 11-716. With all in favor, the motion carried.

D. MOTION 11-717 "A MOTION TO APPROVE TWO CERTIFICATE OF APPROPRIATENESS APPLICATIONS AND SIGN PERMIT IN THE HISTORIC PRESERVATION OVERLAY DISTRICT FOR 388 NORTH PINE STREET"

A motion was made by Bob Prailes with a second by Johnson to suspend the council rules for Motion 11-717 under the City of Burlington's Municipal Code, Chapter 50-22 "Suspension of Rules". Due to a conflict of interest, both Alderman Bob Prailes and Jim Prailes would not be part of the discussion or vote. Roll Call Aye: Bob Prailes, Johnson, Hintz, Jim Prailes, Vos, Simenson Nays: None Motion to suspend the rules carried 6-0.

A motion to approve was made by Vos with a second by Simenson. Roll Call Ayes: Johnson, Hintz, Vos, Simenson Nays: None Motion carried 4-0

E. MOTION 11-718 "A MOTION TO APPROVE A CERTIFICATE OF APPROPRIATENESS APPLICATION AND SIGN PERMIT IN THE HISTORIC PRESERVATION OVERLAY DISTRICT FOR 189 EAST CHESTNUT STREET"

A motion was made by Vos with a second by Simenson to approve Motion 11-718. With all in favor, the motion carried.

F. MOTION 11-719 "A MOTION TO RESCHEDULE THE JULY 19, 2011 COMMITTEE OF THE WHOLE AND COMMON COUNCIL MEETINGS TO JULY 18, 2011 DUE TO THE PRIMARY RECALL ELECTION"

A motion was made by Simenson with a second by Johnson to approve Motion 11-719. With all in favor, the motion carried.

16. ADJOURN INTO CLOSED SESSION PER WIS. STATS 19.85(1)(E) DELIBERATING OR NEGOTIATING THE PURCHASING OF PUBLIC PROPERTIES, THE INVESTING OF PUBLIC FUNDS OR CONDUCTING OTHER SPECIFIED PUBLIC BUSINESS WHENEVER COMPETITIVE OR BARGAINING REASONS REQUIRING A CLOSED SESSION"

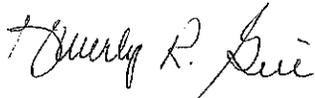
A motion was made by Vos with a second by Jim Prailes to adjourn into closed session. Roll Call Ayes: Johnson, Bob Prailes, Hintz, Jim Prailes, Vos, Simenson Nays: None Motion carried 6-0 Closed session began at 7:25 p.m.

17. RECONVENE INTO OPEN SESSION

A motion was made by Bob Prailes with a second by Johnson to reconvene into open session. With all in favor, the open session began at 8:05 p.m. There were no recommendations from closed session.

18. ADJOURNMENT

A motion was made by Johnson with a second by Jim Prailes to adjourn the meeting. With all in favor, the meeting adjourned at 8:06 p.m.



Beverly R. Gill
City Clerk
City of Burlington
Racine and Walworth Counties



CITY OF BURLINGTON

Administration Department
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Common Council Item Number: 6A	Date: July 18, 2011
Submitted By: Alderman Katie Simenson	Subject: Correspondence

Details:

Alderman Katie Simenson will be absent from the July 18th Committee of the Whole and Common Council meetings.

Executive Action:
For information only.

Katie Simenson

321 Travellers Run

Burlington, WI 53105

262-210-9299

Bev Gill, *City Clerk,*

I will not be at the Monday, July 18th, 2011 COW and Council Meeting.

Katie Simenson





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Common Council Item Number: 6B	Date: July 18, 2011
Submitted By: Kevin Lahner, City Administrator	Subject: 2012 Ward Plan

Details:

Please see the attached memorandum from City Administrator Kevin Lahner regarding an amendment to the Ward Plan that was adopted at the July 5, 2011 Common Council meeting.

Executive Action:

For information only.



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July 14, 2011

TO: Mayor and Common Council

FROM: Kevin Lahner, City Administrator

Re: **City Voting Ward Boundary**

Subsequent to the approval of the Ward Plan by the Common Council on June 5, 2011, the County Clerk contacted me to discuss an issue with the boundary between wards 1 and 2. The approved plan inadvertently placed 5 census blocks along the Fox River in Ward #1 that should have been in Ward #2 due to the location of the County Supervisory District line. We made a minor adjustment the Ward Boundaries to correct this issue. The change does not impact the population totals in the Aldermanic Districts, and will be reflected on the Aldermanic District Plan.



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Common Council Agenda Item Number: 8	Date: July 18, 2011
Submitted By: City Staff	Subject: Reports 1-2

Details:

Attached please find the following reports:

Report 1 – Plan Commission minutes, June 12, 2011
Report 2 - Committee of the Whole minutes, July 5, 2011

Options & Alternatives:
N/A

Financial Remarks:
None.

Executive Action:
Staff recommends that the Council accept these reports at the July 18, 2011 Common Council meeting.



Minutes

City of Burlington Plan Commission

Police Dept. Courtroom

June 14, 2011, 6:30 p.m.

Mayor Robert Miller called the Plan Commission meeting to order this Tuesday evening at 6:30 p.m. Roll call: Aldermen Tom Vos and Robert Prailes; Commissioners Chris Reesman, Darrel Eisenhardt, John Lynch and Michael Deans were present. Town of Burlington Representative Phil Peterson was absent. Also present were City Administrator Kevin Lahner and Zoning Administrator Patrick Scherrer.

APPROVAL OF MINUTES

Commissioner Lynch moved and Commissioner Reesman seconded to approve the minutes of May 10, 2011. All were in favor and the motion carried.

CITIZEN COMMENTS

None

LETTERS & COMMUNICATIONS

None

PUBLIC HEARINGS

A. A Public Hearing to hear public comments regarding a Conditional Use application from Ageo Albitier of 224-226 W. State Street to convert the two-family home into a single-family residence.

- Mayor Miller opened the public hearing at 6:32 p.m.
- There were no comments. Commissioner Lynch moved and Commissioner Eisenhardt seconded to close the Public Hearing at 6:33 p.m. All were in favor and the motion carried.

OLD BUSINESS

None

NEW BUSINESS

A. Consideration to approve a Conditional Use application from Ageo Albitier of 224-226 W. State Street to convert the two-family home into a single-family residence.

- Mayor Miller opened this issue for discussion.

- There were no comments.

Alderman Prailes moved and Alderman Vos seconded to approve a Conditional Use and Site Plan Application for 224-226 W. State Street, subject to Patrick Meehan's May 19, 2011 memorandums to the Plan Commission as follows:

- There were no outstanding requirements for this project.
- It is the understanding of Meehan & Company, Inc. that no exterior changes to the exterior of the dwelling structure or driveway are being proposed at this time and the requested conditional use permit is only related to the change of dwelling structure use from the former two-family residential use to a single-family residential use.

All in favor and the motion carried.

B. Consideration to recommend approval to the Common Council of Resolution 4479(4) to consider vacating an unimproved public right-of-way identified as E. Washington Street east of N. Main Street and west of N. Wisconsin Street with reversion of title of such land to the abutting property owners.

- Mayor Miller opened this issue for discussion.
- Alderman Vos questioned if the vacated property will be split between the abutting owners and the adjacent park. Mayor Miller stated it would.
- Alderman Prailes questioned if the addition of land will increase the abutting owner's property taxes and if they were notified of this. Administrator Lahner stated the abutting owners have been notified and did not notify the City with any concerns. He further stated the taxes would go up slightly which would be hard to predict at this time however it would be very minimal. Administrator Lahner also mentioned that both properties have existing structures on the land to be vacated.
- There were no further comments.

Mayor Miller motioned to recommend approval of Resolution 4479(4). All in favor and the motion carried.

C. Consideration to approve an extension to a Conditional Use Permit (CUP) for three years with the Burlington Area School District for property located at 348 Paul Street.

- Mayor Miller opened this issue for discussion.
- Commissioner Lynch stated he drives past the facility every day and never sees any problems with it. He further stated he feels the business is run very well. Commissioner Deans agreed with Commissioner Lynch and feels it is run well.
- There were no further comments.

Commissioner Lynch moved and Commissioner Deans seconded to approve an extension to the CUP for a term of three years. All in favor and the motion carried.

ADJOURNMENT

Commissioner Lynch moved and Commissioner Eisenhardt seconded to adjourn the meeting at 6:36 p.m.

All were in favor and the motion carried.

Recording Secretary
Megan E. Johnson
Assistant to the City Administrator



City Clerk

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Common Council Agenda Item Number: 10	Date: July 18, 2011
Submitted By: Beverly R. Gill, City Clerk	Subject: Licenses

Details:

Please see the attached list of Operator's and Business Licenses for approval.

Financial Remarks:

Applicants are charged a fee of which a portion funds the background checks performed by the Police Department. Business licenses fees are calculated on a case by case basis depending on the type of license applied.

Executive Action:

Staff recommends the Common Council accept the presented licenses at the July 18, 2011 Council meeting.

July 18, 2011

Licenses Recommended for Approval

Operator's Licenses

Ayala, Lynda K.
Bellante, Frank J.
Christiansen, Jodi L.
Clarey, Patti J.
Davis, Barbara H.
Dunn, Jessica M.
Ebert, June A.
Favell, Sarah M.
Gadouas, Andrew P.
Giaino, Paul A.
Grisham, Austin J.
Gross, Susan C.
Hernandez, Liset
Hintz, Justin L.
Hinz, Ryan M.
Hudson, Linda M.
Johnson, Samantha
Klunk, Sarah A.
Koski, Scott W.
Kruse, Allison M.
Leonard, Mary C.
Litviak, Katie D.
McDonald, Melissa K.
Miller, Abigail M.
Pralle, Madison E.
Schramm, Nicole A.
Singh, Manjit
Smith, Kathleen A.
Sorenson, Dori S.
Stadter, Dana J.
Stone-Busch, Julie M.
Strelow, Jodi B.
Warner, Jill
Way, Codi
Wiess, Sarah E.

"Class A" Combination

Name: Anna's Petro Mart, LLC
Agent: Jafinder Kaur
Address: 3431 So. 113th Street
West Allis, WI
Trade Name: Anna's Petro Mart
Address: 364 Milwaukee Avenue

"Class B" Combination

Name: Lucky Star LLC
Agent: Miguel B. Aguirre
Address: 365 South Elmwood Avenue
Burlington, WI
Trade Name: Lucky Star Restaurant
Address: 864 Milwaukee Avenue



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Common Council Item Number: 13A	Date: July 18, 2011
Submitted By: Kevin Lahner, City Administrator	Subject: Resolution 4486(11) to consider approving a 5 year lease between the City and the Burlington Lions Club for property on Sheldon Street.

Details:

The Burlington Lions Club has requested to renew their lease for property on Sheldon Street where they currently house a shed for storage. The Lions Club is requesting a lease of 5 years at the current rate of \$1 per year. This property has been leased to the Lions Club since 1980 at the same rate of \$1 per year for 5 year increments at a time. It should be noted that within the lease there is a stipulation that the city may cancel the lease at any time provided they give the Lions Club 60 days notice of such cancellation.

Options & Alternatives:

The Common Council may choose to deny this request from the Lions Club and keep the property vacant.

Financial Remarks:

Payment of \$1 per year is due by September 19 of each year.

Executive Action:

This item was discussed at the July 5, 2011 Committee of the Whole meeting and is scheduled for the July 18, 2011 Common Council meeting for consideration.

**A RESOLUTION AUTHORIZING THE LEASE OF PROPERTY TO BURLINGTON LIONS CLUB
FOR A TERM NOT TO EXCEED FIVE YEARS**

WHEREAS, the City of Burlington has leased to the Burlington Lions Club the following property:

The south 55.00 feet of the west 100.00 of Lot 11, Block 5, Sheldon's First Addition, according to the recorded plat thereof. Said land lying and being in the City of Burlington, County of Racine, and State of Wisconsin.

WHEREAS, the current lease is about to expire and the Lions Club desires to extend the lease for an additional five years; and,

WHEREAS, a copy of said lease is attached hereto, made a part hereof as if more fully set out therein.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Burlington that the lease on said property on the terms and conditions set out in the lease by and is hereby approved.

BE IT FURTHER RESOLVED that the Mayor and City Clerk be and are hereby authorized and directed to execute such documents as may be necessary to close the transaction.

BE IT FURTHER RESOLVED that the City Attorney be and is hereby authorized and directed to prepare and complete such necessary documents as are required by the City of Burlington to close the transaction.

Introduced:
Approved:

Robert Miller, Mayor

Attest:

Beverly R. Gill, City Clerk

LEASE

THIS INDENTURE made this _____ day of _____, 2011 by and between the **CITY OF BURLINGTON**, a municipal corporation located in the County of Racine, State of Wisconsin, and hereinafter referred to as "Lessor"; and the **BURLINGTON LIONS CLUB, INC.**, a non-profit corporation, hereinafter referred to as "Lessee";

WITNESSETH:

That the lessor does hereby lease, demise, and let unto the said Lessee the following described premises, to-wit:

The South 55.00 feet of the West 100.00 of Lot 11, Block 5, Sheldon's First Addition, according to the recorded plat thereof. Said land lying and being in the City of Burlington, County of Racine, and State of Wisconsin.

To hold for the term of five (5) years from the _____ day of _____, 2011, at a rental of one dollar (\$1) per annum, payable in advance on the 19th day of September each year. The said premises are to be used for the purpose of erecting and maintaining a 30 X 54 foot building for storage of personal property owned by Lessee.

Lessee agrees to pay said rent to Lessor at the times above stated, during the continuance of this lease; to comply with all laws, ordinances, rules, regulations, and any and all lawful orders of proper officers of Lessor; to keep said premises in a neat and orderly condition, free of ashes, rubbish, or debris of any kind; and shall use all proper means to preserve said premises from injury by fire or otherwise; and observe such rules and regulations as may be required by any fire insurance company or companies that may insure said premises or building erected there upon.

It is further agreed that Lessee pay for all utilities servicing said leased premises. It is further understood and agreed by and between with parties that Lessor or it's legal representatives, may at all proper times enter upon said premises for the purposes of viewing the same. It is further understood and agreed that Lessor may, at it's option, terminate and cancel this lease by giving 60 days written notice to Lessee who shall thereupon vacate the premises according to such notice provided that Lessee shall thereupon be entitled to dismantle and remove from said premises the building created thereupon by it; provided further that in the event said building has been erected upon a cement slab constructed by Lessee, that Lessee shall not be obligated to remove said cement slab.

It is further understood and agreed by and between the parties that if Lessee shall fail to pay the rent at the times above stated, Or shall use said premises or any part thereof contrary to the conditions herein contained, or shall violate any of the terms or conditions hereof, or shall willfully or maliciously do injury to the same, this lease shall, at the options of the Lessor, be void as to the Lessee, and the Lessor or it's legal representatives shall be entitled to immediate possession of said premises subject, however, to Lessee's right to remove said building thereupon within a reasonable time after exercise of said option by Lessor.

Lessee shall cause adequate insurance to be maintained upon the premises providing that the Lessor and its agents and employees are named as additional or co-insured upon the policy as to public liability for persons coming upon the premises for any reason whatsoever; and provide the City with a copy of said policy or endorsement reflecting such coverage. In addition Lessee shall hold the City and it's agents and employees harmless for any claims or demands which are not covered by said insurance.

Lessee further covenants and agrees to pay and discharge all reasonable costs, attorney's fees, and expenses that shall be made and incurred by the said Lessor in enforcing the covenants and agreements of this lease.

IN WITNESS WHEREOF, the said Lessor has caused these presents to be signed by it's Mayor and City Clerk, and the said Lessee has caused these presents to be signed by it's President and Treasurer.

CITY OF BURLINGTON

BURLINGTON LIONS CLUB, INC.

Robert Miller, Mayor

Lions Club President

Beverly R. Gill, City Clerk

Lions Club Treasurer



CITY OF BURLINGTON

Administration Department
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Common Council Item Number: 4	Date: July 18, 2011
Submitted By: Kevin Lahner, City Administrator	Subject: Resolution 4485(10) to consider approving a lease between the City of Burlington and ChocolateFest.

Details:

The enclosed item is the proposed lease for ChocolateFest, Inc. Currently, there are four payments left on the agreement between ChocolateFest, Inc. and the City. There are two payments until the lease ends, however in 2003 the Common Council deferred the payments for 2002 and 2003 to the end of the current lease. Under the proposal, ChocolateFest would tear down the main Department of Public Works structure, the old Animal Shelter and Salt Shed. They intend to rehabilitate the storage facility on the site for their use. The lease would add property not sold as part of the sale of the main corner lot at Maryland Avenue and Milwaukee Avenue (the former DPW building) to the ChocolateFest lease.

Additionally, the City would retain rights of access and the ability to sponsor events on the property when ChocolateFest was not in operation. Each party would be responsible for utility and clean-up costs associated with the specific event, and both would have to provide insurance.

The lease would be for 30 years at a rate of one dollar per year. As you are aware, ChocolateFest is the city's signature festival which generates thousands of dollars for our local charities and service clubs every year.

Options & Alternatives:

The Common Council could reject the proposal and hold ChocolateFest, Inc. to the current lease agreement. Various other alternatives could be reviewed, including different lease terms, different dollar amounts or a shorter length of term.

Financial Remarks:

The City current receives \$12,700 per year from ChocolateFest for use of the property. The new lease would not require payment, but would provide us the in-kind services of tearing the buildings down. The demolition estimates are about \$25,000. Additional charges may be required to deal with contamination on the site.

Executive Action:

This item is for discussion at the July 18, 2011 Committee of the Whole meeting and is scheduled for consideration the same night.

Resolution No. 4485(10)
Introduced by: Committee of the Whole

**A RESOLUTION APPROVING A LEASE AGREEMENT, FOR THE LEASING OF
CITY PROPERTY, BETWEEN CHOCOLATE CITY FESTIVALS, INC. AND THE
CITY OF BURLINGTON**

WHEREAS, the City owns property formerly known as the Burlington Landfill; and,

WHEREAS, Chocolate City Festivals, Inc. desires to enter into a Lease for land owned by the City of Burlington; and,

WHEREAS, said 30-year lease is for the not-to-exceed amount of one dollar per year and is attached hereto as Attachment "A" and made a part thereof.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Burlington that the Lease attached hereto as Attachment "A" is hereby approved.

BE IT FURTHER RESOLVED that the City Administrator is authorized and directed to execute said Lease and a copy of this resolution will be forwarded to Chocolate City Festivals, Inc. by the City Clerk.

Introduced: July 18, 2011
Adopted:

Robert Miller, Mayor

Attest:

Beverly R. Gill, City Clerk



CHOCOLATEFEST LEASE AGREEMENT

This agreement ("Lease" and/or "Agreement") is made and entered into this _____ day of _____, 2011, by and between the following parties:

- a) The CITY OF BURLINGTON, WISCONSIN, being a municipal corporation organized under the laws of the State of Wisconsin, with its City Hall located at 300 North Pine Street, Burlington, Wisconsin 53105 (hereinafter referred to as the "Landlord"); and
- b) CHOCOLATE CITY FESTIVALS, INC., being a Wisconsin 501(c)(4) not-for-profit corporation, with offices located at 565 Milwaukee Avenue, Suite 2C, Post Office Box 411, Burlington, Wisconsin 53105 (hereinafter referred to as "Tenant").

Introduction

Since 1987, Tenant has been organizing and conducting the community festival in Burlington, Wisconsin, known as "ChocolateFest". ChocolateFest is a significant and highly popular event attracting patrons not only from Burlington, but throughout Southeastern Wisconsin.

Tenant has traditionally located the site of ChocolateFest on lands owned by Landlord. Landlord is fully supportive of Tenant and its ChocolateFest festival, and through this Lease would like to provide a suitable location for Tenant to conduct ChocolateFest festivals for many years to come. Similarly, Tenant would like to perform certain services for Landlord, in

consideration of Tenant's use of Landlord's below-described lands for the future ChocolateFest events.

The parties are entering into this Agreement for such purposes.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES CONTAINED HEREIN, THE ABOVE-NAMED PARTIES HEREBY AGREE AS FOLLOWS:

1. Introduction is Correct. The foregoing "Introduction" is true and correct, and is hereby incorporated into this Agreement by reference.

2. Lease of Property. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, Lot 1 and Lot 3 described in Certified Survey Map ("CSM") No. 3012, which CSM was recorded in the Office of the Register of Deeds for Racine County, Wisconsin, on the date of January 13, 2011, as Document No. 2274463. A photocopy of the recorded CSM No. 3012 is attached to this Lease as Exhibit A, along with an unrecorded copy that is more legible. Unless otherwise specifically referenced in this Lease, Lot 1 and Lot 3 of CSM No. 3012 shall collectively be referred to as the "Leased Premises" in this Lease.

3. Term. The term of this Lease shall be for a period of Thirty (30) Years, commencing on the date of _____, 2011, and terminating at midnight on the date of _____, 2041, unless sooner terminated under other provisions contained in this Lease.

4. Rent. For and as money rent for the Leased Premises, Tenant shall pay to Landlord One Dollar (\$1.00) for each year during the term of the Lease. This \$1.00 annual rent payment shall automatically be deemed timely paid by Tenant to Landlord during the course of the term of this Lease.

5. Forgiveness of Other Rent. Upon the execution of this Lease by the parties, the Tenant shall be relieved of any liability or responsibility to pay any other rent due Landlord under any other prior leases or prior agreements with Landlord. This release shall expressly include (i) the two years of rent originally due July 1, 2002 and July 1, 2003, but then postponed to July 1, 2015 and July 1, 2016, and (ii) two remaining rent payments under a prior lease, dated February 9, 1999 (the "Prior Lease"), in the amount of \$26,645.00.

6. Use of the Leased Premises: By Tenant. During the term of this Lease, Tenant shall use the Leased Premises for the purpose of conducting its ChocolateFest Festivals and any other purpose as described in this Lease document. Additionally, ChocolateFest Festivals may rent the existing city building identified as the "Garage" on Exhibit B to other parties as long as such use does not conflict with any city ordinances.

7. Road Closure Assistance from Landlord. Upon the request of Tenant, Landlord shall close off to the general public that portion of Maryland Avenue that is (i) located to the southeast of Milwaukee Avenue and (ii) adjacent to the Leased Premises. This closure to the general public of that portion of Maryland Avenue shall occur for a reasonable time period, as determined by Tenant and approved by Landlord, before, during, and after each ChocolateFest festival. While Maryland Avenue is so closed to the public, (i) Tenant's personnel, contractors, and agents, and (ii) Landlord's officers, employees, and agents may use the closed portion of Maryland Avenue for their own respective purposes.

8. Ingress/Egress Easement. An ingress/egress easement (the "Easement") was previously granted by Landlord to Tenant for vehicular and pedestrian traffic over a portion of what is now Lot 3 of the CSM. The Easement is shown on the CSM attached hereto as Exhibit

A. Landlord confirms this Easement for the benefit of Tenant. The Easement shall be closed to general vehicular traffic for the ChocolateFest festival each year, from the Monday before each Memorial Day through (and including) the Tuesday immediately following Memorial Day. Both Tenant and Landlord, however, may continue to use the Easement (when the Easement is so closed) in the same manner described in above Paragraph No. 7 for Tenant's/Landlord's use of the closed portion of Maryland Avenue. To the extent the terms and provisions of the original grant of the Easement vary from the terms and provisions of this Lease, the terms and provisions of this Lease shall control.

9. Alterations and Improvements. Tenant may, at its own cost and expense, remodel, alter and improve the Leased Premises. Prior to taking any such steps, however, Tenant shall first obtain Landlord's approval of any such remodeling, alterations or improvements being proposed by Tenant, which consent Landlord may grant or deny in its sole discretion. Any such remodeling, alterations or improvements shall (i) be done in a good workmanlike manner, in full compliance with all applicable governmental laws, rules and regulations, (ii) be fully and timely paid for by Tenant so that no construction liens (or any other type of an encumbrance) attaches to the Leased Premises, and (iii) be in compliance with the provisions of below Paragraph No. 10. All such remodeling, alterations or improvements so made by Tenant (except for Tenant's business fixtures, as hereinafter described) shall be the property of and owned by Landlord.

10. No Soil Disturbance. Tenant understands that portions of the Leased Premises were previously used by Landlord as a dump and/or waste site. Tenant shall accordingly not undertake, and/or allow any other person or entity to undertake, any activity that disturbs the

subsoil of the Leased Premises without the prior written approval of Landlord, which approval Landlord may grant or deny in its sole discretion.

11. Monitoring of DNR Wells. One or more environmental monitoring wells (the "Wells") required by the State of Wisconsin Department of Natural Resources exist on the Leased Premises. Tenant shall allow Landlord to continue to maintain and monitor such Wells on the Leased Premises.

12. Indemnification by Landlord for Any Prior Contamination. Landlord shall, and hereby does, indemnify and hold harmless the Tenant from and against all costs, damages, expenses (including, but not limited to, reasonable actual attorneys fees) and liability of any nature that may arise and/or pertain to Landlord's prior use of portions of the Leased Premises as a dump and/or waste site. This indemnification by Landlord shall not apply, however, in the event (i) Tenant fails to comply with the provisions of above Paragraph Numbers 10 and/or 11, and or below Paragraph Number 13, and (ii) such failure(s) by Tenant contributes to and/or causes, in whole or in part, the said cost, damage, expense, or liability in question.

13. No Further Contamination by Tenant. Tenant shall not undertake, and/or allow any other person or entity to undertake, any activity on the Leased Premises that results in (i) any violation of any environmental laws and/or (ii) causes any additional environmental contamination of the Leased Premises as defined in any applicable environmental laws.

14. Maintenance of Leased Premises. Tenant shall, at its own cost and expense:

- a) Keep the outside grounds of the Leased Premises (i) in a clean, neat, and sanitary condition, (ii) with an attractive and aesthetically-pleasing appearance, and (iii) free and clear of any litter, garbage, or debris.

- b) Only store or keep on the Leased Premises such items of personal property that are approved by Landlord as to type, quantity, and location of storage.
- c) Keep the buildings located on the Leased Premises (and used by Tenant) in a state of good condition and good repair.

15. Utilities. Tenant shall timely pay for the costs of all utilities providing service to the Leased Premises. This shall include, but not be limited to, the costs for water, sanitary sewer, natural gas, cable, electricity, and telephone.

16. Liability Insurance. Tenant shall, at its own cost and expense, procure and maintain with an insurance company licensed to do business in the State of Wisconsin a policy of public liability insurance providing coverage for any liability to any third persons for any property damage and any bodily injury, including death, arising out of Tenant's use of the Leased Premises (including, but not limited to, Tenant's conducting of the ChocolateFest festival on the Leased Premises). Such policy of liability insurance shall have a minimum policy limit for such coverage of at least One Million Dollars (\$1,000,000.00), and Landlord shall be named as an additional insured under such policy. During the term of this Lease Agreement, Tenant shall provide to Landlord a certificate of the insurer showing such coverage to be in effect. Landlord also has a policy of liability insurance for the lands owned by Landlord, including the Leased Premises. Landlord shall similarly take steps to have Tenant named as an additional insured on Landlord's said policy of liability insurance with respect to the Leased Premises.

17. Other Insurance. Landlord and Tenant shall, at their own respective cost and expense, procure and maintain such additional policies of insurance providing coverage for the Leased Premises and business operations as their own respective interests may appear. Landlord

shall, at its own cost and expense, procure and maintain a policy of insurance, in an amount equal to or exceeding the replacement value of any building(s) located on the Leased Premises, providing coverage against fire and all other similar perils and risks that may cause damage to the said building. Tenant shall, at its own cost and expense, procure and maintain a policy of insurance, in an amount equal to or exceeding the fair market value of the same, providing coverage against damage or loss to any vehicles, equipment, and/or other personal property stored by Tenant on the Leased Premises (with the prior consent of Landlord, pursuant to above Paragraph No. 14).

18. Waiver of Subrogation Rights. To the extent the same is required to effect a mutual waiver of any subrogation rights by an insurance carrier of either party, each of the undersigned parties releases the other party from all liability, whether for negligence or otherwise, in connection with loss covered by any insurance policies which the releasor carries with respect to the Leased Premises or any interest or property therein or thereon (whether or not such insurance is required to be carried under this Lease), but only to the extent that such loss is collected under said insurance policies. Such release is also conditioned upon the inclusion in the policy or policies of a provision whereby any such release shall not adversely affect said policies or prejudice any right of the releasor to recover thereunder. Each party agrees that its insurance policies will include such a provision so long as the same shall be obtainable without extra cost, or if extra cost shall be charged therefore, so long as the party for whose benefit the clause or endorsement is obtained shall pay such extra cost. If extra cost shall be chargeable therefore, each party shall advise the other thereof of the amount of the extra cost, and the other party, at its election, may pay the same, but shall not be obligated to do so.

19. Assignment and Sublease. Tenant shall not assign this Lease Agreement or sublease the Leased Premises without the Landlord's prior written consent, which consent Landlord may grant or deny, in Landlord's sole discretion.

20. Insolvency. To the extent permitted by law, if any proceedings in bankruptcy or insolvency or for receivership are filed against Tenant, or if any sale of the leasehold interest hereby created, or any part thereof, should be made under any execution or other judicial process, or if the Tenant shall make any assignment for the benefit of creditors or shall voluntarily institute bankruptcy or insolvency proceedings, the Landlord may, at Landlord's option, terminate this Lease Agreement.

21. Surrender of Premises. Upon termination of this Lease, Tenant shall return the Leased Premises to Landlord in as good condition and repair as when delivered by Landlord, except for ordinary wear and tear. All alterations, additions, and improvements made to the Leased Premises shall remain and be the property of Landlord. All signs, trade, and decorative fixtures and other equipment and personal property owned by Tenant shall be removed from the Leased Premises by Tenant promptly on or prior to the termination date. Tenant shall repair any and all damage to the Leased Premises caused by removal of the equipment and property. Except in the case of (i) any delay arising due to circumstances beyond Tenant's reasonable control, and/or (ii) except if Landlord consents to the delay in question, any signs, trade, and decorative fixtures, equipment, and personal property not promptly removed by Tenant upon the termination of this Lease shall be considered abandoned and shall become the property of Landlord, at the option of Landlord.

22. Breach of Lease Agreement. If a party defaults in the performance of any of the terms, covenants, or conditions of this Lease Agreement, such other party may give to the defaulting party written notice of such default, and if the defaulting party does not cure such default within Ten (10) days after the giving of such written notice (or, if such default is of such a nature that it cannot be completely cured within such Ten (10) days, if the defaulting party does not commence such curing within such Ten (10) days and thereafter proceed with reasonable diligence and in good faith to cure such default), then such other party may terminate this Lease Agreement by giving at least Thirty (30) days written notice to the defaulting party of its intention to do so, in which event this Lease Agreement shall terminate upon the date specified in such written notice. Such right of termination shall be in addition to any other remedy allowed by law. In addition to any such other remedies allowed by law, the defaulting party shall be liable to the other party for all costs incurred by such other party in enforcing its rights under the Lease Agreement, including reimbursement for actual and reasonable attorneys fees.

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

24. Right of First Refusal for Lot 3. During the term and/or renewal term(s) of this Lease, when and if Landlord elects to sell Lot 3 of the Leased Premises, then Tenant shall have the right to purchase Lot 3 under the same terms and conditions as those contained in any offer to

purchase which Landlord is proposing to accept. In the event Landlord does receive such an offer which Landlord wishes to accept, then Landlord shall deliver a copy of such offer to Tenant, and Tenant shall have a time period of Five (5) business days (Monday through Friday) thereafter to give a written notice to Landlord of Tenant's election to so purchase the said real property. Failure by the Tenant to give such a written notice to Landlord (electing to purchase the real property) shall constitute an automatic waiver and deletion of this present paragraph from the Lease. The remaining terms and provisions of this Lease, however, shall continue in full force and effect (except as provided otherwise in below Paragraph No. 26 with respect to Lot 1).

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

26. Removal of Lot 1 From the Leased Premises. Landlord may, at any time, remove part and/or all of Lot 1 from the Leased Premises. In the event Landlord wishes to take such steps, Landlord shall deliver a written notice to Tenant:

- a) Specifying the part (or all) of Lot 1 being removed from the Leased Premises; and
- b) Stating the effective date of such removal, which date shall be at least thirty (30) days after the date of the delivery of the said written notice to Tenant.

Landlord shall not remove part and/or all of Lot 1 from the Leased Premises, however, with an effective date of removal that is in the range of the calendar dates of March 1 through June 15, so that any such removal of part or all of Lot 1 from the Leased Premises will minimize

any disruption that such removal may have on Tenant conducting its ChocolateFest festival on the Leased Premises.

27. Other Use of Leased Premises by Landlord and Tenant. Landlord and Tenant are entering into this Lease to allow Tenant to conduct its ChocolateFest festivals on the Leased Premises during the time period of each year (during the term of this Lease) that is described in above Paragraph No. 6. During the other remaining time periods of each year, both Landlord and Tenant may use, and/or allow other persons or entities to use, the Leased Premises for other events ("Other Event" and/or "Other Events") that are approved by both Landlord and Tenant. The use of the Leased Premises by Landlord and/or Tenant for Other Events, however, shall require the prior written approval of the other party to this Lease for each such Other Event, which approval such other party shall not unreasonably withhold. When and if such Other Events are held on the Leased Premises:

- a) The party to this Lease holding or allowing the Other Event shall, and hereby does, indemnify and hold harmless the other party to this Lease from and against any costs, damages, expenses (including, but not limited to, reasonable actual attorneys fees) and liability that may arise as a result of another person(s) or entity(ies) using the Leased Premises for the purpose of conducting Other Events on the Leased Premises.
- b) With respect to Other Events held or authorized by Landlord, Landlord shall reimburse Tenant for the cost of any utility services used by Landlord and/or the said other person(s)/entity(ies) while conducting the Other Events on the Leased Premises, to the extent that Tenant pays such utility costs so incurred.

- c) As between Tenant and Landlord, the party to this Lease holding or authorizing the said Other Events shall be responsible for keeping the Leased Premises in a good, clean condition, as described in above Paragraph No. 14(a), with respect to the use of the Leased Premises for Other Events.
- d) Landlord and Tenant shall coordinate with each other with respect to the dates that Other Events are held on the Leased Premises. In the event of any conflicting dates for proposed Other Events, however, Landlord shall determine which Other Event is held on the Leased Premises on which date.
- e) To the extent that Landlord and/or Tenant use a written agreement (“Third Party Agreement”) with a third party that will be conducting an Other Event on the Leased Premises, such Third Party Agreement shall first be approved in writing by the other party to this Lease.

28. Joint Access to Leased Property. During the term of this Lease, both Landlord and Tenant (and their respective officers, employees, contractors, consultants, and agents) shall have access to the Leased Premises for their own respective purposes. Both Landlord and Tenant, however, shall conduct themselves in a manner which will not unreasonably interfere with the use of the Leased Premises by either Landlord or Tenant as allowed under this Lease.

29. Prior Agreements Superseded. All prior agreements and/or understandings, whether written or oral, that have previously been entered into by and between Landlord and Tenant are null and void, and are superseded by the terms and provisions contained in this Lease. The Easement described in above Paragraph No. 8, however, shall continue to be effective and in

existence, except to the extent the original document granting the Easement is modified by this Lease (as described in above Paragraph No. 8).

30. Special Provision: Tenant to Raze Certain Buildings. Tenant shall raze the Four (4) buildings located on the Leased Premises that are described in the diagram attached hereto as Exhibit B. With respect to the razing of the four buildings (collectively, the "Demolition Project", unless a certain building is otherwise specifically referred to):

- a) As between Tenant and Landlord, the Demolition Project shall be done at Tenant's cost and expense, except as otherwise specifically described in the below subparagraph (d) of this Paragraph No. 30.
- b) The work ("Work") for the Demolition Project shall be performed by a qualified contractor(s) approved in advance by both Tenant and Landlord, with the said contractor(s) having the experience, personnel, equipment, and insurance coverage appropriate for the Work.
- c) The contractor(s) shall perform the Work for the Demolition Project in compliance with all applicable laws and within the following time frames:
 1. The building labeled "DPW Building" on Exhibit B shall be razed by December 31, 2011.
 2. The remaining three buildings shown on Exhibit B (commonly known as the "Salt Shed", "Paint Building", and "Dog Pound") shall be razed by July 31, 2012.
- d) The Landlord shall, at its own cost and expense, and with respect to the razing of each of the four buildings described in Exhibit B:

1. Be responsible for the disposal of any hazardous material found on the Work site. (This shall include, but not be limited to, any asbestos, mold, contaminated soils, contaminated building materials, and/or contaminated concrete or asphalt.)
 2. Have a pre-demolition hazardous material inspection performed, with asbestos abatement undertaken as may be necessary and appropriate.
- e) Tenant shall coordinate the hiring of the contractor(s) to perform the Work for the Demolition Project such that, if desired by Landlord, a contractor will perform the Work for the Demolition Project (including part or all of the work to be done by Landlord, as described in above subparagraph (d)), and with Landlord and Tenant then each paying the contractor(s) for the cost of their own respective portion of the Work performed by the contractor.
- f) Landlord shall pay (and/or waive) any permit fees for the Demolition Project that may normally be required by Landlord as a condition precedent for a contractor to conduct demolition work in the City of Burlington.

30. Special Provision: Cellular Tower. A cellular tower and related equipment and fixtures (collectively, the "Cell Tower") exists on the Leased Premises. This Cell Tower, however, is not part of Tenant's lease interests under this Lease, and shall solely and exclusively be the lease interest or property interest of Landlord. Tenant shall:

- a) Not interfere, or allow any person or entity to interfere, with the use and operations of the Cell Tower by the owner and/or operator of the Cell Tower.

- b) All money payments paid by the owner of the Cell Tower shall be the property of Landlord and not Tenant.
- c) Tenant shall allow Landlord and/or the owner and/or operator of the Cell Tower (and their respective officers, employees, contractors, consultants, or agents) full access, at all times, to and through the Leased Premises to (i) inspect, maintain, repair, and/or replace the Cell Tower, and/or (ii) add more equipment, fixtures, facilities, buildings, and/or additional towers to that area of the Leased Premises on which the present Cell Tower is located (or at such other area of the Leased Premises that may be designated by Landlord).
- d) Tenant shall not otherwise interfere, and/or allow any person or entity to interfere, with the present and/or future contractual rights of the Landlord and/or the owner/operator of the Cell Tower located on the Leased Premises.
- e) Landlord may, in its sole discretion, enter into agreements with other cellular tower owners and operators for the construction and operation of other cellular/communication towers on the Leased Premises, provided that the installation of any such additional towers and related facilities will not unreasonably interfere with Tenant's use of the Leased Premises for the conducting of its ChocolateFest festivals.

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

LANDLORD:

TENANT:

City of Burlington, Wisconsin

Chocolate City Festivals, Inc.

By: _____
Robert Miller
Mayor

By: _____
Bil Scherrer
President

Attest: _____
Beverly Gill
Clerk

Attest: _____
Tim McCourt
Secretary

COPY

James A. Ladwig

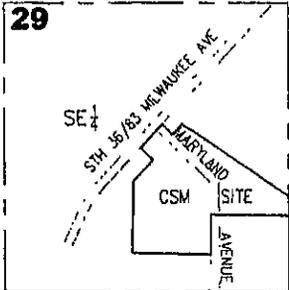
CERTIFIED SURVEY MAP NO. 3012

All of Parcels 1 and 2 of Certified Survey Map 1001 and lands located in the Southeast 1/4 and the Northeast 1/4 of the Southeast 1/4 of Section 29, Township 3 North, Range 19 East, City of Burlington, Racine County, State of Wisconsin

JAMES A LADWIG
RACINE COUNTY
REGISTER OF DEEDS
Fee Amount: \$30.00
Pages: 6



SEC. 29-3-19



LOCATION SKETCH
NOT TO SCALE

LEGEND

- C 1 5/16" O.D. x 24" IRON PIPE SET WEIGHING 1.13 LBS/FT
- 1 5/16" OD IRON PIPE FOUND
- ⊙ CUT "X" SET
- ▲ MAG NAIL SET
- CONCRETE MONUMENT W/BRASS CAP
- BUILDING SETBACK LINE 25' STREET 30' REAR 10' SIDE YARD UNLESS A VARIANCE WAS GRANTED
- (R) RECORD DISTANCE
- POB POINT OF BEGINNING

* NOTE. THE PROPOSED ZONING FOR LOTS 1, 2 AND 3 IS THE M-1 DISTRICT. OUTLOT 1 TO REMAIN IN THE P-1 AND FW ZONING DISTRICTS. ALL REQUIRED SETBACKS IN THE P-1 DISTRICT ARE 40 FEET

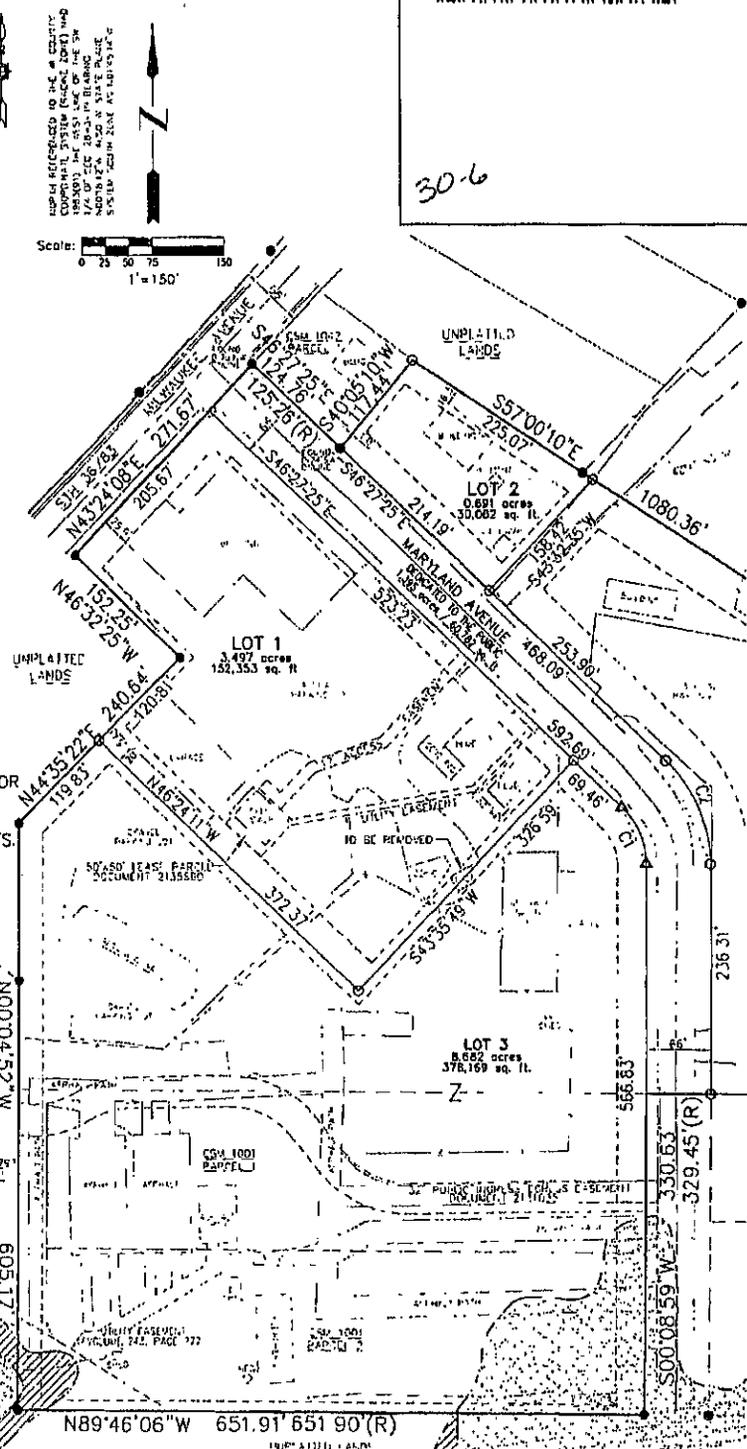
- FLOODPLAIN ZONE A 100 YEAR FLOOD
- FLOODPLAIN ZONE B 100-500 YEAR FLOOD

* AS PER PANEL 550348000C DATED JAN. 15, 1982
* FLOOD ELEVATION= 759



Owner/Subdivider:
City of Burlington
300 N. Pine Street
City of Burlington

Surveyor:
Kapur & Associates, Inc.
6025 South Pine Street
Burlington, WI 53105
(262)767-2747

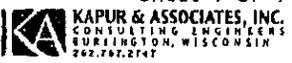


30-6

MAIN CURVE TABLE						
CURVE/LOT	RADIUS	DELTA	LENGTH	CHORD	CHORD-BEARING	BEARING IN BEARING OUT
C1/LOT 3	80.00'	46°36'24"	65.08'	63.30'	S23°09'13"E	S46°27'25"E S00°08'59"W
C2/OUTLOT 1	148.00'	46°36'24"	118.76'	115.52'	S23°09'13"E	N46°27'25"W N00°08'59"E

Date: NOVEMBER 22, 2010
Revised: JANUARY 6, 2011

Sheet 1 of 4



CERTIFIED SURVEY MAP NO. 3012

Sheet 3 of 4

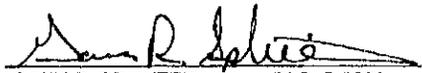
All of Parcels 1 and 2 of Certified Survey Map 1001 and lands located in the Southeast 1/4 and the Northeast 1/4 of the Southeast 1/4 of Section 29, Township 3 North, Range 19 East, City of Burlington, Racine County, State of Wisconsin

SURVEYOR'S CERTIFICATE

I, Gary R. Splinter, registered Wisconsin Land Surveyor, do hereby certify that at the direction of the City of Burlington, I have surveyed, divided and mapped the land described hereon and that the information shown hereon is a correct representation of all exterior boundaries of the land surveyed and the land divisions thereof made that I have fully complied with the provisions of Chapter 236 of the Wisconsin State Statutes and Chapter 278 "Subdivision of Land" Ordinance of the City of Burlington, said land being described as follows:

All of Parcels 1 and 2 of Certified Survey Map 1001 as recorded in the Racine County Register of Deeds Office in Volume 3, on Page 1 and lands located in the Southeast 1/4 and Northeast 1/4 of the Southeast 1/4 of Section 29, Township 3 North, Range 19 East, City of Burlington, Racine County, Wisconsin, more particularly described as follows:

Commencing at the southeast corner the Southeast 1/4 of said Section 29; thence North 00°19'12" West, along the east line of said Southeast 1/4, 594.84 feet to North line of Certified Survey Map 38 to the point of beginning; thence North 89° 45'31" West along said North line, 664.52 feet to the East right of way line of Maryland Avenue and the West line of said Certified Survey Map 1001; thence South 00°08'59" West, along said line, 330.63 feet to the South line of said Certified Survey Map; thence North 89°46'06" West, along said South line, 651.91 feet to the West line of said Certified Survey Map; thence North 00°04'52" West, along said West line, 605.17 feet; thence North 44°35'22" East 240.64 feet; thence North 46°32'25" West 152.25 feet to the Southeasterly right of way line of Milwaukee Avenue (STH 36/83); thence North 43°24'08" East 271.67 feet to the Southwest line of Certified Survey Map 1042 and the Northeast right of way line of Maryland Avenue; thence South 46°27'25" East along said line, 124.76 feet to the Southeast line of said Certified Survey Map; thence North 40°05'10" East along said line, 117.44 feet; thence South 57°00'10" East 1080.36 feet to the East line of said Southeast 1/4; thence South 00°18'12" East along East said line, 169.01 feet to the point of beginning. Said parcel contains 878,303 square feet or 20.163 acres, more or less (60,762 square feet or 1.395 acres, more or less, dedicated to public roadway).


GARY R. SPLINTER RLS, S-2239
Dated this 6th day of January, 2011.

FROM
206-03-19-29-068-000
206-03-19-29-068-001
206-03-19-29-069-000

LOT 1
206-03-19-29-069-010

LOT 2
206-03-19-29-069-020

LOT 3
206-03-19-29-069-030

OUT 1
206-03-19-29-069-011

Date: NOVEMBER 22, 2010
Revised: JANUARY 6, 2011

Owner/Subdivider:
City of Burlington
300 N. Pine Street
City of Burlington

Surveyor:
Kapur & Associates, Inc.
6025 South Pine Street
Burlington, WI 53105
(262)767-2747



\\BURSERV\TEXT\DATA\ARAC\INC_CEN\BURL\HATCH\CLIFF\NSD\100238.DWG, REV. SITE SURVEY\100238-ISM.DWG

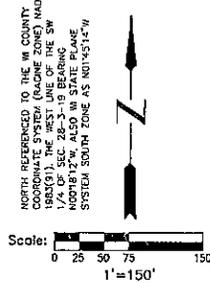
CERTIFIED SURVEY MAP NO. _____

All of Parcels 1 and 2 of Certified Survey Map 1001 and lands located in the Southeast 1/4 and the Northeast 1/4 of the Southeast 1/4 of Section 29, Township 3 North, Range 19 East, City of Burlington, Racine County, State of Wisconsin

SEC. 29-3-19



LOCATION SKETCH
NOT TO SCALE



- LEGEND**
- 1 5/16" O.D. x 24" IRON PIPE SET WEIGHING 1.13 LBS/FT
 - 1 5/16" OD IRON PIPE FOUND
 - ⊕ CUT "X" SET
 - ▲ MAG NAIL SET
 - CONCRETE MONUMENT W/BRASS CAP
 - - - BUILDING SETBACK LINE
 - - - 25' STREET
 - - - 30' REAR
 - - - 10' SIDE YARD UNLESS A VARIANCE WAS GRANTED
 - (R) RECORD DISTANCE
 - POB POINT OF BEGINNING

* NOTE: THE PROPOSED ZONING FOR LOTS 1, 2 AND 3 IS THE M-1 DISTRICT. OUTLOT 1 TO REMAIN IN THE P-1 AND FW ZONING DISTRICTS. ALL REQUIRED SETBACKS IN THE P-1 DISTRICT ARE 40 FEET.

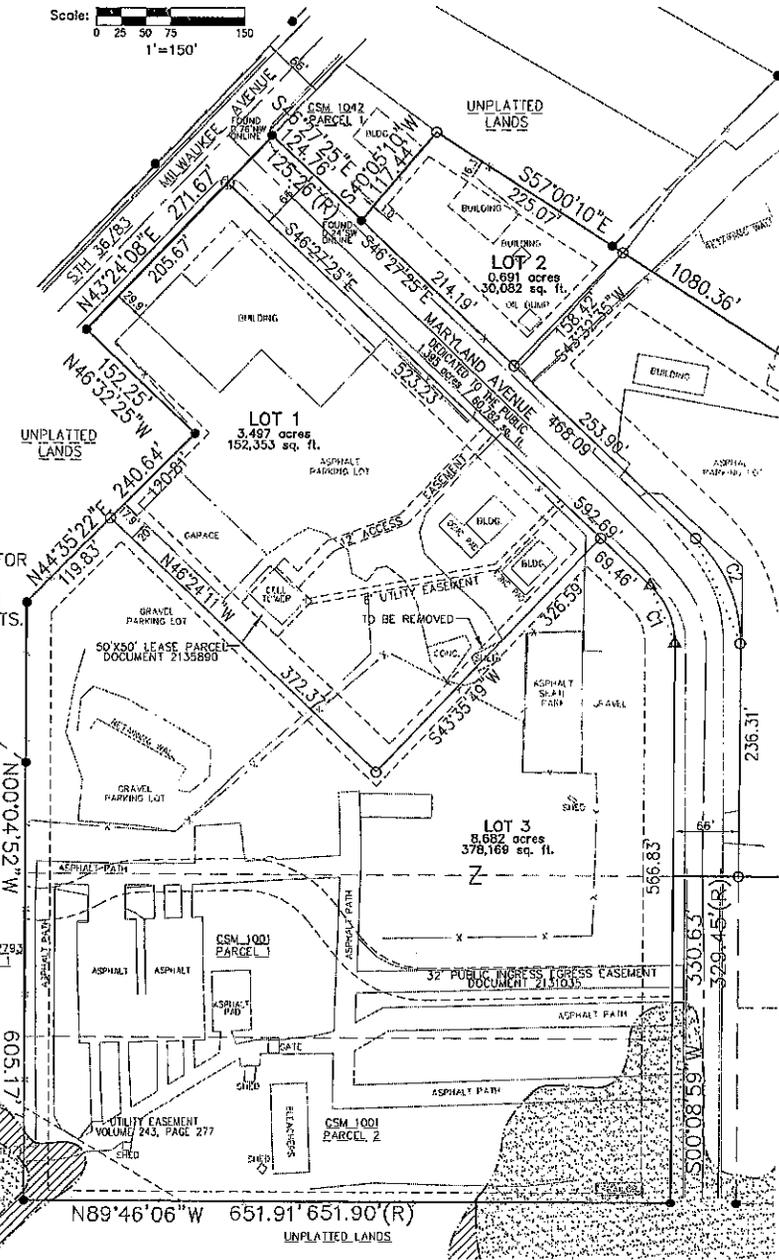
- FLOODPLAIN ZONE A5 100 YEAR FLOOD
- FLOODPLAIN ZONE B 100-500 YEAR FLOOD

* AS PER PANEL 5503480001C DATED JAN. 15, 1982
** FLOOD ELEVATION = 759



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Burlington, WI. 53105
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MAIN CURVE TABLE						
CURVE/LOT	RADIUS	DELTA	LENGTH	CHORD	CHORD-BEARING	BEARING IN BEARING OUT
C1/LOT 3	80.00'	46°36'24"	65.08'	63.30'	S23°09'13"E	S46°27'25"E S00°08'59"W
C2/OUTLOT 1	146.00'	46°36'24"	118.76'	115.52'	S23°09'13"E	N46°27'25"W N00°08'59"E

Date: NOVEMBER 22, 2010
Revised: JANUARY 6, 2011

Sheet 1 of 4

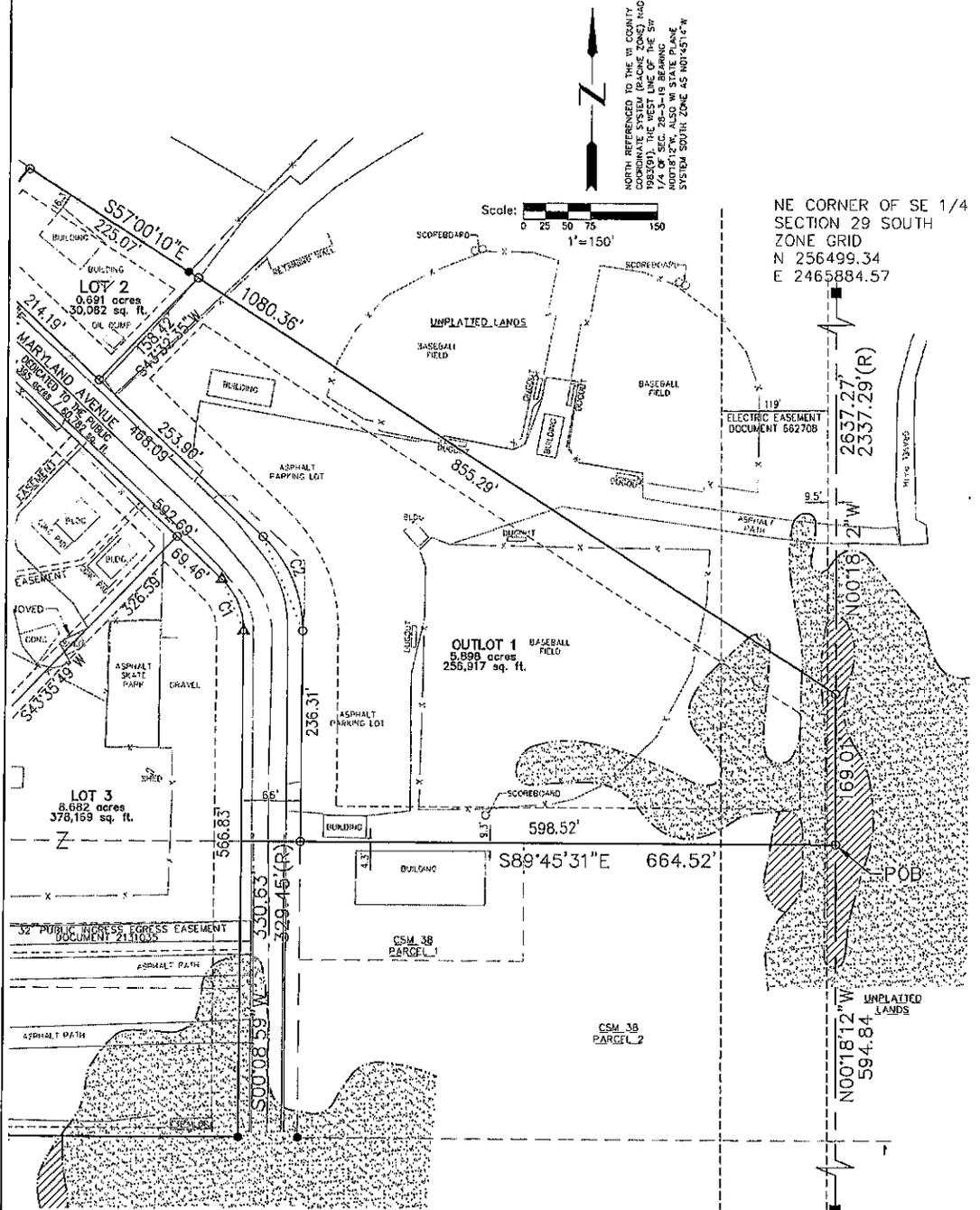
KAPUR & ASSOCIATES, INC.
CONSULTING ENGINEERS
BURLINGTON, WISCONSIN
262.767.2747

V:\BURL\SERVER3\DATA\RACINE_CD\BURLINGTON_CITY\GDA\UR29_3_19.DWG SITE SURVEY\UR29_3_19_CSM.DWG

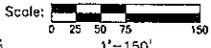
CERTIFIED SURVEY MAP NO. _____

Sheet 2 of 4

All of Parcels 1 and 2 of Certified Survey Map 1001 and lands located in the Southeast 1/4 and the Northeast 1/4 of the Southeast 1/4 of Section 29, Township 3 North, Range 19 East, City of Burlington, Racine County, State of Wisconsin



NORTH REFERENCED TO THE WI COUNTY
 MERIDIAN AS OF JANUARY 1, 1983 (91). THE WEST LINE OF THE SE
 1/4 OF SEC. 29-3-19 BEARING
 N00°15'12\"/>



NE CORNER OF SE 1/4
 SECTION 29 SOUTH
 ZONE GRID
 N 256499.34
 E 2465884.57

SE CORNER OF SE 1/4
 SECTION 29 SOUTH
 ZONE GRID
 N 253863.35
 E 2465965.29

\\BURSERVE3\DATA\RACINE_CON\BURLINGTON_CITY\G01\00228.DWG SITE SURVEY\00228-CSM.DWG



Owner/Subdivider:
 City of Burlington
 300 N. Pine Street
 City of Burlington

Surveyor:
 Kapur & Associates, Inc.
 6025 South Pine Street
 Burlington, WI. 53105
 (262)767-2747

Date: NOVEMBER 22, 2010
Revised: JANUARY 6, 2011



CERTIFIED SURVEY MAP NO. _____

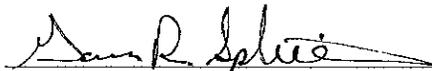
All of Parcels 1 and 2 of Certified Survey Map 1001 and lands located in the Southeast 1/4 and the Northeast 1/4 of the Southeast 1/4 of Section 29, Township 3 North, Range 19 East, City of Burlington, Racine County, State of Wisconsin

SURVEYOR'S CERTIFICATE

I, Gary R. Splinter, registered Wisconsin Land Surveyor, do hereby certify that at the direction of the City of Burlington. I have surveyed, divided and mapped the land described hereon and that the information shown hereon is a correct representation of all exterior boundaries of the land surveyed and the land divisions thereof made that I have fully complied with the provisions of Chapter 236 of the Wisconsin State Statutes and Chapter 278 "Subdivision of Land" Ordinance of the City of Burlington, said land being described as follows:

All of Parcels 1 and 2 of Certified Survey Map 1001 as recorded in the Racine County Register of Deeds Office in Volume 3, on Page 1 and lands located in the Southeast 1/4 and Northeast 1/4 of the Southeast 1/4 of Section 29, Township 3 North, Range 19 East, City of Burlington, Racine County, Wisconsin, more particularly described as follows;

Commencing at the southeast corner the Southeast 1/4 of said Section 29; thence North 00°19'12" West, along the east line of said Southeast 1/4, 594.84 feet to North line of Certified Survey Map 38 to the point of beginning; thence North 89° 45'31" West along said North line, 664.52 feet to the East right of way line of Maryland Avenue and the West line of said Certified Survey Map 1001; thence South 00°08'59" West, along said line, 330.63 feet to the South line of said Certified Survey Map; thence North 89°46'06" West, along said South line, 651.91 feet to the West line of said Certified Survey Map; thence North 00°04'52" West, along said West line, 605.17 feet; thence North 44°35'22" East 240.64 feet; thence North 46°32'25" West 152.25 feet to the Southeasterly right of way line of Milwaukee Avenue (STH 36/83); thence North 43°24'08" East 271.67 feet to the Southwest line of Certified Survey Map 1042 and the Northeast right of way line of Maryland Avenue; thence South 46°27'25" East along said line, 124.76 feet to the Southeast line of said Certified Survey Map; thence North 40°05'10" East along said line, 117.44 feet; thence South 57°00'10" East 1080.36 feet to the East line of said Southeast 1/4; thence South 00°18'12" East along East said line, 169.01 feet to the point of beginning. Said parcel contains 878,303 square feet or 20.163 acres, more or less (60,762 square feet or 1.395 acres, more or less, dedicated to public roadway).


GARY R. SPLINTER RLS, S-2239
Dated this 6th day of January, 2011.

\\BURSERV\SERVER3\DATA\RACINE_CEN\BURLINGTON_CITY\GOV\002239_010.DPW SITE\SURVEY\1002239-CSD.DWG

Owner/Subdivider:
City of Burlington
300 N. Pine Street
City of Burlington

Surveyor:
Kapur & Associates, Inc.
6025 South Pine Street
Burlington, WI. 53105
(262)767-2747



Date: NOVEMBER 22, 2010
Revised: JANUARY 8, 2011



CERTIFIED SURVEY MAP NO. _____

All of Parcels 1 and 2 of Certified Survey Map 1001 and lands located in the Southeast 1/4 and the Northeast 1/4 of the Southeast 1/4 of Section 29, Township 3 North, Range 19 East, City of Burlington, Racine County, State of Wisconsin

CORPORATE OWNER'S CERTIFICATE OF DEDICATION

THE CITY OF BURLINGTON, a WISCONSIN MUNICIPAL CORPORATION, DULY ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF WISCONSIN, AS OWNER, DOES HEREBY CERTIFY THAT SAID CORPORATION CAUSED THE LAND DESCRIBED ON THIS MAP TO BE SURVEYED, DIVIDED, MAPPED AND DEDICATED AS REPRESENTED HEREON THIS CERTIFIED SURVEY MAP IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY OF BURLINGTON. WE FURTHER CERTIFY THAT THIS MAP IS REQUIRED BY S.236.10 & S.236.12 TO BE SUBMITTED TO THE FOLLOWING AGENCIES FOR APPROVAL OR OBJECTION; CITY OF BURLINGTON.

IN THE PRESENCE OF:

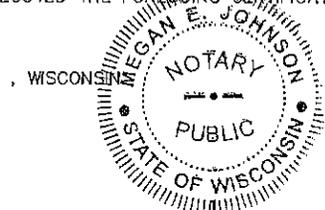
Bob Miller, Mayor (signature) 1/7/11 Date, Dudley R. Bice (signature) Witness

STATE OF WISCONSIN)
COUNTY OF RACINE) SS

PERSONALLY CAME BEFORE ME THIS 7th DAY OF January, 2011, Mayor Bob Miller AND Beverly R. Gill, WITNESS OF THE ABOVE NAMED CORPORATION, KNOWN TO ME TO BE SUCH OFFICERS OF SAID CORPORATION WHO EXECUTED THE FOREGOING CERTIFICATE AND ACKNOWLEDGES THE SAME.

Megan E. Johnson (signature)
NOTARY PUBLIC

MY COMMISSION EXPIRES 11-3-2013



CITY COUNCIL APPROVAL CERTIFICATE

RESOLVED, THAT THIS CERTIFIED SURVEY MAP, IN THE CITY OF BURLINGTON, WISCONSIN, BE THE SAME, IS HEREBY APPROVED BY THE CITY COUNCIL OF BURLINGTON.

Bob Miller (signature)
BOB MILLER, MAYOR

I HEREBY CERTIFY THAT THE FOREGOING IS A TRUE COPY OF A RESOLUTION DULY ADOPTED BY THE CITY COUNCIL OF THE CITY OF BURLINGTON, WISCONSIN, ON THE 7th DAY OF January, 2011.

Dudley R. Bice (signature)
BEVERLY R. GILL, CITY CLERK

\\BURLSEV\SERVER3\DATA\RACINE_CD\BURLING\3134_CITY\GISV\100236.DLD.BPV SITE\SURVEY\100236-CR-KING

Owner/Subdivider:
City of Burlington
300 N. Pine Street
City of Burlington

Surveyor:
Kapur & Associates, Inc.
6025 South Pine Street
Burlington, WI, 53105
(262)767-2747



Date: NOVEMBER 22, 2010
Revised: JANUARY 6, 2011





CITY OF BURLINGTON

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

Committee of the Whole Item Number: 8	Date: July 18, 2011
Submitted By: Kevin Lahner, City Administrator	Subject: Resolution 4492(17) to consider approving a Chocolate City Logo Agreement with Chocolate Expressions.

Details:

Greg and Judie Lemieux of Chocolate Expressions have requested use of the Chocolate City logo to use on medallion candies to be sold under the business. They stated they have had a strong clientele request for "tourist items" reflecting the Chocolate City.

Options & Alternatives:
The Common Council may choose to deny this request from Chocolate Expressions.

Financial Remarks:
Payment of \$25 is due upon signature of this agreement per city ordinance.

Executive Action:
This item is for discussion at the July 18, 2011 Committee of the Whole meeting and is scheduled for the Common Council meeting for consideration the same night.

**A RESOLUTION TO GRANT USE OF THE "CHOCOLATE CITY USA" LOGO
TO CHOCOLATE EXPRESSIONS, LLC**

WHEREAS, the City of Burlington has adopted Section 165-2 of the Municipal Code regulating the use of the official City logo; and

WHEREAS, Section 165-2 of the Municipal Code states that "any person, partnership, limited liability company or corporation wishing to use the "Chocolate City USA" logo shall file an application with the City Clerk, who shall schedule the application for consideration by the Common Council; and,

WHEREAS, Chocolate Expressions, LLC has made a request to the City of Burlington to use the "Chocolate City USA" logo.

NOW, THEREFORE, BE IT RESOLVED that the Common Council has determined that use of the "Chocolate City USA" logo is likely to promote the City.

BE IT FURTHER RESOLVED that the Common Council grants Chocolate Expressions, LLC the right to use the "Chocolate City USA" logo for chocolate items prepared pursuant to a License Agreement between the City of Burlington and Chocolate Expressions, LLC attached hereto as "Attachment A".

BE IT FURTHER RESOLVED that this Resolution shall not be effective until the applicant's execution of said Licensing Agreement and payment of the twenty five dollar (\$25.00) license fee.

BE IT FURTHER RESOLVED that the City Clerk shall include Chocolate Expressions, LLC on the list of individuals and businesses granted a license to use the "Chocolate City USA" logo as stated herein.

Introduced: July 18, 2011
Adopted:

Robert Miller, Mayor

Attest:

Beverly R. Gill, City Clerk

**LICENSE AGREEMENT
CHOCOLATE CITY LOGO**

This Agreement made as of the ____ day _____, 2011 by and between the CITY OF BURLINGTON a municipal corporation organized and existing under the laws of the State of Wisconsin hereinafter referred to as Licensor and CHOCOLATE EXPRESSIONS, LLC an organization with a principal address located at 256 E. Chestnut Street, Burlington WI 53105 hereinafter referred to as Licensee.

WHEREAS the Licensor is the proprietor of the unregistered trademark CHOCOLATE CITY USA and the unregistered logo a copy of which is attached hereto made a part hereof and marked Exhibit A and

WHEREAS it is the desire and intention of the Licensor that the Licensee be permitted to use the Chocolate City logo on chocolate candies sold under the business of Chocolate Expressions, LLC.

NOW THEREFORE in consideration of the above and other valuable consideration the parties hereto hereby agree as follows:

1. LICENSE. The Licensor grants to the Licensee the right and license to use the unregistered Chocolate City logo for chocolate candy items and similar advertising products.

2. QUALITY OF BUSINESS. The Licensee may conduct its business using the Chocolate City logo only in a manner that is consistent with the development of the logo by the City of Burlington.

3. INSPECTION. The Licensee shall permit duly authorized representatives of the Licensor to inspect on premises of the Licensee at reasonable times and on prior written notice the use said logo.

4. USE OF LOGO. Whenever the Licensee uses the logo in advertising or in any other manner in connection with the services it sells or distributes the Licensee shall first have provided the Licensor with representative samples of all literature packages labels labeling and advertising provide by or for the Licensee and intended to be used by Licensee. When using the logo under this agreement, Licensee undertakes to comply with substantially all laws pertaining to trademarks in force at any time in the territory including but not limited to compliance with marking requirements.

5. REGISTRATION OF LICENSE. It is agreed by and between the parties that the Licensee shall not under any circumstances cause the logo or any other trademark rights of the Licensor to be registered.

6. EXTENT OF LICENSE. The right granted in Paragraph 1 hereof shall not be transferable without the Licensor's prior written consent. It is understood and agreed that the license granted

to Licensee is not exclusive in nature and that the Licensor retains the right to grant the use of the Chocolate City logo to other businesses.

7. TERM OF LICENSE. It is further agreed that the term of the license shall be for a term expiring _____ except that undistributed products may be distributed until depleted. The Licensor reserves the right to review the grant of license for time to time.

8. IDEMNITY. The Licensor assumes no Liability for trademark infringement and Licensee hereby indemnifies and holds harmless Licensor from and against all losses, damages, and expenses including attorney fees incurred as a result of or related to claims of third persons involving the use of the geographical designation trademark and logo by Licensee.

9. ASSIGNMENT OF ASSETS. The Licensee makes any assignment of assets or business for the benefit of creditors or if a trustee or receiver is appointed to administer or conduct its business or affairs or if it is adjusted in any legal proceeding to be either a voluntary or involuntary bankrupt then all the rights granted herein shall forthwith cease and terminate without prior notice or legal action by Licensor.

10. FAILURE TO COMPLY. Should the Licensee fail to comply with any material provision of the agreement, Licensor may terminate this agreement up to thirty (30) days written notice to Licensee providing that the Licensee has not corrected such default during the notice period.

11. OWNERSHIP OF TRADEMARK. Licensee acknowledges the representations of Licensor that the Licensor owns the exclusive right, title, and interest in and to the unregistered trademark and Licensee will not at any time knowingly do or cause to be done any act or thing in any way impairing or intending to impair any part of such right, title, and interest. In connection with the use of the trademark, Licensee shall not in any manner represent that it has any ownership in the trademark or registration thereof and Licensee acknowledges that use of the trademark shall not create in the Licensee's favor any right, title, or interest in or to the trademark, trade name, service mark, or logo, but all use of the trademark by Licensee shall inure to the benefit of Licensor upon termination of this agreement in any manner provided herein. Licensee will cease and desist from all use of the trademark.

12. NOTICES. Any notice required or permitted to be given under this agreement shall be deemed sufficiently given if mailed by registered mail, postage prepaid, addressed to the party to be notified at its address shown at the beginning of this agreement or at such other addresses as may be furnished in writing to the notifying party.

13. LICENSE FEE. It is agreed by and between the parties that Licensee shall at the execution of this agreement pay to Licensor the sum of Twenty-Five Dollars (\$25) as consideration for entering into this license agreement.

14. CANCELLATION OF LICENSE. This agreement may be cancelled by Licensor at Licensee's sole option on the death of Licensee, on the sale of Licensee's business, or if Licensee is involved in any publicity deemed to be sufficiently unfavorable in the opinion of Licensor as to destroy or lessen the value of the trademark for the purposes contemplated by this agreement.

15. CONSTRUCTION. This agreement shall be governed and construed in all respects by the laws of the State of Wisconsin.

16. SURVIVAL OF INDCMUNITY. Termination or expiration of this agreement shall not affect the continuing obligation of Licensee to Licensor.

LICENSOR
CITY OF BURLINGTON

Robert Miller, Mayor

Witness:

Beverly R. Gill, City Clerk

LICENSEE

Chocolate Expressions, LLC

§ 165-2

Use of logo only.

A.

Any person, partnership, limited liability company or corporation wishing to use the "Chocolate City USA" logo as an adjunct to an unrelated trade name shall file an application with the City Clerk, who shall schedule the application for consideration by the Common Council.

B.

If the Common Council determines that the use of the logo by the business is likely to promote the City of Burlington, the Common Council may, by resolution, grant the applicant the right to use the logo only for specified uses, which may include the applicant's equipment, place of business, business correspondence, or a similar use, for a specified time period. The resolution shall not be effective until the applicant's execution of a licensing agreement and payment of the license fee set forth in Subsection F.

C.

Said license may be granted to as many businesses of the same nature as are likely to use the logo to promote the Burlington area.

D.

The licensing agreement shall be in a form approved by the City Attorney.

E.

The Clerk shall keep a list of all individuals and corporations granted a license to use the "Chocolate City USA" logo and shall certify to the Committee of the Whole upon the expiration or cancellation of such license.

F.

The fee to be paid for granting said license hereunder shall be as set by the Common Council.

Editor's Note: See Fee Schedule on file at the City Clerk's office.



- Agendas & Minutes
- Elections
- City Clerk Fee Schedule
- Licenses & Applications
- Requesting Records & Information

Home > Your Government > City Clerk > City Clerk Fee Schedule

City Clerk Fee Schedule

Contact Information

For more information on these fees, please call 262.342.1161.

Animals

License	Fee
Cat License - Altered	\$4/year + Late Fee of \$5 after April 1
Cat License - Unaltered	\$8/year + Late Fee of \$5 after April 1
Dog License - Altered	\$4/year + Late Fee of \$5 after April 1
Dog License - Unaltered	\$8/year + Late Fee of \$5 after April 1
Commercial License	\$5

Assessment

Service	Fee
Special Assessment or other status letter	\$25/each

Cigarette/Tobacco

License	Fee
Cigarette License	\$100/year

Fireworks

Permit	Fee
User's Permit	No Charge

Intoxicating Liquor/Fermented Malt Beverages

License	Fee
Retail Class "A" Fermented Malt Beverages	\$100 + Publication Fee of \$15/year
Retail Class "B" Fermented Malt Beverages: Full Year	\$100 + Publication Fee of \$15/year
Temporary/Picnic (Special Gathering)	\$10/each
Retail "Class A" Liquor	\$500 + Publication Fee of \$15/year
Retail "Class B" Liquor: Full Year	\$500 + Publication Fee of \$15/year
Retail "Class C" Wine	\$100 + Publication Fee of \$15/year
Retail Reserve "Class B" Liquor Operator's (Bartender's License)	\$10,000 + Publication Fee of \$15/year
Provisional Operator's (60 day) - Can only be purchased with Operator's License	\$3/year
Temporary Operator's License (For specific events only) *Note: May have one per year & must donate services to event	\$2

Logo Use & Geographical Designation

City News Flash



Report a Concern



Notify Me



Permit	Fee
Use of Geographical Designation & Logo	\$100/year
Use of Logo Only	\$25/year

Records

Service	Fee
Compact Disc recordings	\$10/ea.
Mailing	Actual cost
Maps (large scale)	\$10/ea.
Photocopies:	
Black & White	\$0.50/page
Color	\$1.00/page
Search Fees	\$17.59/hour

Sales

Permit/License	Fee
Direct Seller's Registration	\$25/12 month period
Special Event Sales Permit	\$25/event
Vendor Vehicle Permit:	
Pushed/Pedaled or Pulled Vehicle	\$15/12 month period
Motorized Vehicle	\$25/12 month period
Weights & Measures License	\$25/calendar year
Annual Assessment	Amount set by Council resolution according to class of license

Special Events

Permit	Fee
Circus or Caravan License	\$25/day
Dance Hall License	\$5/event
Dance Permit	\$5/event
Music Device License (Juke Box)	\$5/year
Show, Event or Amusement License	\$10/day
Special Event services	\$5/man hour for services

Vehicles For Hire

License	Fee
Taxicab License:	
First Vehicle	\$50/year + \$15 Publication Fee
Additional Vehicle	\$25/year
Carriage License	\$25/carriage/year

