Neal Czaplewski, Chairman
Jeff Rice, Supervisor No 1
Steve Swantz, Supervisor No 2
Jason Ketterhagen, Supervisor No 3
Paul Kobernick, Supervisor No 4

Town Board Agenda

32288 Bushnell Road / Burlington WI 53105

November 12, 2026 / 6:30PM

Notice is hereby given that a regular meeting of the Town Board of the Town of Burlington will be held on **Thursday, November 12, 2026,** in the Burlington Town Hall, 32288 Bushnell Road, Burlington, Racine County, Wisconsin. The meeting will begin at 6:30 PM.

If you would like to join via conference call**, please call 701.802.5429** and use **Access Code 6330779#** or go to **www.freeconferencecall.com** and use meeting code **tob5.**

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1. Call to order
   a. Pledge of Allegiance
   b. Roll Call
   c. Verification of Posting

2. Public comment – Please be advised per Wis Stats 19.84(2), comments should be addressed directly to the Town Board. This segment is placed early in the agenda so that the public may make their comments prior to discussion or action by the Town Board. Individual comments are limited to no more than three minutes each. The Public Input section is limited to a total of 15 minutes. Once the public input segment ends there will be no additional discussion from the audience. The Town Board may extend time or suspend this rule if deemed necessary.

3. Town Chairman and Supervisors Reports

4. Consent Agenda

Items on the Consent Agenda are routine in nature and require one motion to approve all items listed. Prior to voting on the Consent Agenda, any item may be removed at the request of any Supervisor and addressed immediately following the motion to approve the other items on the Consent Agenda.

   a. Approval of meeting minutes
      i. Regular meeting on October 8, 2026
      ii. Budget Working Session on October 6, 2026
      iii. Budget Working Session on October 13, 2026
      iv. Budget Working Session on October 20, 2026
   b. Accept Monthly Reports: Highway, Sheriff, Marine, Fire
   c. Appoint John Gordon as a poll worker for the remaining 2026-2027 term

Action: *Approve/Deny the consent agenda*

5. Financial Reports
   a. Pre-paid vouchers
   b. Bills approximately as of November 12, 2026

Action: *Approve/Deny*

- Agenda is subject to change
- Discussion and action may occur on any agenda item
- All meetings are subject to the Open Meetings law and will be recorded
- If you are disabled and have accessibility needs or need information interpreted for you, please call Town Office at 262.763.3070 at least 24 hours prior to the meeting

6. Dug Development Request for Removal of Deed Restriction
    a. Parcels – 002-03-19-21-023-000 and 002-03-19-21-019-000
    Action: *Discussion and Possible Action*

7. Fish Hatchery Road Project
    a. Confirmation of LRIP Grant
    b. Award Design Engineer for Project
    Action: *Discussion and Possible Action*

8. Racine County Sheriffs Contract and discussion of staffing levels
    Action: *Discussion Only*

9. Town of Burlington Ambulance Service and Level of Coverage
    Action: *Discussion Only*

10. Resolution 8.12.050 -2026 Annual Garbage and Recycling Fee
    Action: *Discussion and Possible Action*

11. Resolution 2026-11a Supporting a Comprehensive and Sustainable Transportation Funding Solution
    Action: *Discussion and Possible Action*

12. Lake St Settlement
    Action: *Discussion and Possible Action*

13. Lake St Bid Approval
    Action: *Discussion and Possible Action*

14. Tri-County Payment
    Action: *Discussion and Possible Action*

15. Adjournment

Jeanne Rennie, Clerk
2026 November 9

Attest to Posting of Public Notices

State of Wisconsin
County of Racine
Town of Burlington

I, Jeanne Rennie, hereby certify that I posted a true and correct copy of the following item(s) on the bulletin board(s) at the locations indicated below. Said posting was accomplished by pinning the document(s) to the bulletin board.

1. Town of Burlington Town Hall, 32288 Bushnell Road
   Date: 11/09/2026 Time: 2:57 PM

2. Beachview Grocery Store, 33225 S Lakeshore Drive
   Date:_____ Time:_____

3. Al's Little Country Store, 30411 Durand Avenue
   Date:_____ Time:_____

Additionally, all documents listed as follows have also been posted on the Town of Burlington's website: www.TownOfBurlingtonWI.gov
Date: 11/09/2026 Time: 2:59 PM

Documents posted:
2026 11 12 TB
2026 11 12 COW

Signed: Jeanne Rennie Date: 11/09/2026

Three physical locations or one physical location and Town website required.

Neal Czaplewski, Chairman
Jeff Rice, Supervisor No 1
Steve Swantz, Supervisor No 2
Jason Ketterhagen, Supervisor No 3
Paul Kobernick, Supervisor No 4

Town Board Agenda

32288 Bushnell Road / Burlington WI 53105

October 8, 2026

Call to order; Pledge of Allegiance; Roll Call; and Verification of Posting

At 6:30PM Chairman Neal Czaplewski called to order the regular monthly meeting of the town board. The meeting was held in the auditorium of the town hall located at 32288 Bushnell Road. Everyone in attendance stood and said the pledge of allegiance. Czaplewski confirmed that the meeting was posted in accordance with Wis. Stats. 19.84(2).

In attendance: Neal Czaplewski, Jeff Rice, Steve Swantz, Jason Ketterhagen and Paul Kobernick.
Staff present: Administrator Rachel Naber, Clerk Jeanne Rennie, Highway Supervisor Jake Isaacson, Fire Chief Bill Vrchota, and Attorney Peter Ludwig.

Public comment

At 6:31PM Czaplewski opened the floor for public comments.

A resident from 7018 Shagbark Ln spoke on the condition of Shagbark Lane. She is requesting improvements for the road.

Having no one else who wished to speak, Czaplewski closed public comments at 6:33PM.

Town Chairman and Supervisors Reports

Czaplewski spoke about the damage assessment training and budget meetings attended. He encouraged everyone to reach out to their state representatives for additional funding at the municipal level.
Rice updated everyone on the budget meetings the town board have been holding.
Swantz spoke on the lake public safety committee meetings held. He also announced that the Town prosecutor has resigned. Ludwig stated that there may be an associate in his office who could a candidate for the position.
Ketterhagen also spoke about the budget meetings.
Kobernick also has attended the budget meetings and damage assessment training.

Consent Agenda: Approval of minutes for the following meetings: regular meeting on September 10, 2026; budget working session on September 8, 2026; budget working session on September 22, 2026; and budget working session on September 29, 2026; accept monthly reports from the Highway, Sheriff, and Fire Departments; and retail sales application for The Runaway Micropub & Nanobrewery, October 25, 2026

Kobernick moved to approve the consent agenda as presented. The motion was seconded by Swantz.
Motion carried.

Financial Reports: pre-paid vouchers and bills approximately as of October 8, 2026

Swantz motioned to approve the financial reports as presented; Rice seconded the motion. Motion carried.

Approval of Automatic Aid Agreement between the Town of Burlington and the Town of Lyons

The board discussed the agreement with Chief Vrchota between the Town of Burlington and the Town of Lyons.
Swantz moved to approve the agreement as presented; Rice seconded the motion. Motion carried.

Browns Lake Dredging Update

Commissioner Claude Lois from the Browns Lake Sanitary District spoke on the Browns Lake dredging project. The project is almost complete. Dredge America is now in the clean up phase of the project. There is a plan to handle the sediment. The board discussed the project with Lois including placement of buoys and the state funding that the sanitary district has received.

Three-Year Capital Outlay

Administrator Naber outlined a three-year capital outlay plan. The Town's capital replacement totals about $3.84 million over 2027-2029 years. She also reviewed upcoming road projects. With this plan the town would be on a 25-year road plan instead of a 70-year plan.

The town discussed the capital outlay plan. Discussion the current condition of the roads and possible funding sources for the projects in the coming years. They also discussed using grant money for Fish Hatchery repairs. The board will continue to discuss the plan at future meetings.

Reappointment of the following Browns Lake Sanitary District Commissioners: Aaron Nelson for term ending May 2030 and Claude Lois for term ending May 2032

Rice motioned to reappoint the Browns Lake Sanitary District Commissioners to the following terms: Claude Lois to a term ending May 2032 and Aaron Nelson to a term ending May 2030; Ketterhagen seconded the motion. Motion carried.

Reappointment of Taylor Wishau to the Police and Fire Commission

Swantz motioned to reappoint Taylor Wishau to the Police and Fire Commission; Rice seconded the motion. Motion carried.

Racine County Sheriffs Contract

Czaplewski and Naber discussed the contract proposals from the Racine County Sheriff's Department. They have reviewed the proposals with the Sheriff's Department and our County Supervisors. Their discussion centered around the 1-year contract vs. the 3-year contract and staffing changes and overtime. It will be discussed further during the budget working sessions and then will be on the agenda at a future meeting.

Closed Session

Motion to enter Closed Session under Wis Stat 19.85(1)(g) conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to adopted by the body with respect to litigation in which it is or likely to become involved – Lake St

At 7:28PM Swantz motioned to enter closed session under Wis Stats 19.85(1)(g); Kobernick seconded the motion. There was a unanimous roll call vote to enter closed session.

Motion to adjourn closed session and reconvene in open session

At 7:42PM Ketterhagen moved to adjourn closed session and reconvene in open session; Kobernick seconded. Motion carried.

Possible action from Closed Session

There was no action taken.

Adjournment

Having no further business, Rice moved to adjourn at 7:43PM; Swantz seconded the motion.
Motion carried.

Jeanne Rennie
Clerk

DRAFT

Neal Czaplewski, Chairman
Jeff Rice, Supervisor No 1
Steve Swantz, Supervisor No 2
Jason Ketterhagen, Supervisor No 3
Paul Kobernick, Supervisor No 4

Town Board Budget Working Session Agenda

32288 Bushnell Road / Burlington WI 53105

October 6, 2026

Call to order: Roll Call and Verification of Posting

At 6:02PM Chairman Neal Czaplewski called to order the working session of the Town Board. The meeting was held in the Town Hall auditorium at 32288 Bushnell Road.

In attendance: Neal Czaplewski, Jeff Rice, Jason Ketterhagen, Paul Kobernick, and Steve Swantz (at 6:12PM). Staff in attendance: Administrator Naber and Highway Supervisor Jake Isaacson.

Czaplewski verified that the meeting was posted per Wis. Stats. 19.84(2).

Working session for the 2027 budget

The board continued their preparation of the 2027 budget by meeting with Jake Isaacson to discuss the Highway Department. The board later discussed the Marine Department budget.

Adjournment

Having no further business to discuss, Rice motioned to adjourn at 7:30PM. Swantz seconded the motion. Motion carried.

Jeanne Rennie, Clerk

DRAFT

Neal Czaplewski, Chairman
Jeff Rice, Supervisor No 1
Steve Swantz, Supervisor No 2
Jason Ketterhagen, Supervisor No 3
Paul Kobernick, Supervisor No 4

Town Board Budget Working Session Agenda

32288 Bushnell Road / Burlington WI 53105

October 13, 2026

Call to order: Roll Call and Verification of Posting

At 6:01PM Chairman Neal Czaplewski called to order the working session of the Town Board. The meeting was held in the Town Hall auditorium at 32288 Bushnell Road. The meeting was posted per Wis. Stats. 19.84(2).

In attendance: Neal Czaplewski, Jeff Rice, Jason Ketterhagen, Paul Kobernick, and Steve Swantz.
Staff in attendance: Administrator Naber

Working session for the 2027 budget

The board continued their preparation of the proposed 2027 budget. The board reviewed possible road construction projects, the sheriff's contract and other expenses.

Adjournment

Rice motioned to adjourn at 7:33PM. Ketterhagen seconded the motion.
Motion carried.

Jeanne Rennie, Clerk

DRAFT

Neal Czaplewski, Chairman
Jeff Rice, Supervisor No 1
Steve Swantz, Supervisor No 2
Jason Ketterhagen, Supervisor No 3
Paul Kobernick, Supervisor No 4

Town Board Budget Working Session Agenda

32288 Bushnell Road / Burlington WI 53105

October 20, 2026

Call to order: Roll Call and Verification of Posting

At 6:00PM Chairman Neal Czaplewski called to order the working session of the Town Board. The meeting was held in the Town Hall auditorium at 32288 Bushnell Road. The meeting was posted per Wis. Stats. 19.84(2).

In attendance: Neal Czaplewski, Jeff Rice, Jason Ketterhagen, Paul Kobernick, and Steve Swantz.
Staff in attendance: Administrator Naber

Working session for the 2027 budget

The board finalized the proposed 2027 budget. They reviewed several expense items including public safety and animal control.

Adjournment

Rice motioned to adjourn at 6:30PM. Swantz seconded the motion.
Motion carried.

Jeanne Rennie, Clerk

DRAFT

Town of Burlington Highway Report

For the time period of 10/1-10/31/2026

- Emptied trash cans in the parks and boat launch
- Sealed roadway cracks
- Mowed right of ways
- Filled potholes
- Trimmed branches
- Removed seaweed at the town beach
- Repaired sections of South, Fish Hatchery, Big Pine and Mt Tom with Hot mix Asphalt
- Replaced missing signs
- Mulched leaves at cemetery and parks
- Mowed all town parks and town properties
- Burned and cleaned up landfill
- Worked on budget and attended meetings
- Removed Beaver dam under lakeshore in Bohners Lake
- Made bridge repairs on Brever and Bieneman after inspections
- Repaired culvert on Big Pine and White Oak.

Equipment

- Replaced tires on 86
- Installed 86 old tires on Bucket truck
- Assessed repairs needed on tar kettle
- Inspected trucks 88 and 84 for winter operations

Storm/wind

- None

Jake Isaacson, *Highway Department Foreman*

32288 Bushnell Road · Burlington, WI 53105
Phone: (262) 763-3070
E-Mail: jake.isaacson@townofburlingtonwi.gov | www.TownofBurlingtonWI.gov

RACINE COUNTY SHERIFF'S OFFICE

717 Wisconsin Avenue, Racine, WI 53403-1237
(262) 886-2300 FAX (262) 637-5279
Waterford (262) 534-5166 Burlington (262) 763-9558

Sheriff Christopher Schmaling Chief Deputy James P. Weidner

Town of Burlington's Monthly Activity Report, October 2026

Board Members,

For the month of October, the following was completed on your municipality's behalf in accordance with your contract with our agency:

- *Number of citations issued for your municipality 133*
- *Number of arrests 13*
- *Number of warrants cleared 3*
- *Number of calls for service 208*
- *Number of extra attentions / crime preventions 206*
- *List any significant calls.*
- *List any crime trends/known issues or areas of concern that we are focusing on.*
  - *Areas of Traffic concerns.*
    Speed on 142, CTH P, STH 11, and bypass.
  - *Areas of vandalism.*
    Nothing recent.
  - *Areas of burglaries or thefts.*
    Nothing recent.
  - *Miscellaneous*
    Deputies are aware of issues with kids riding off road motorcycles and minibikes on the roadways.
    Check community parks and businesses.
    Attention to schools especially at arrival and dismissal.

Thank you for placing your trust in our agency as we continue to provide service and protection to your community.

Sheriff Christopher K. Schmaling
by Lt. C. Gehrand

"A Tradition Since 1836"

Visit us at www.RacineCounty.com or Facebook

Trip Count by Nature of Call

Trip Date IS BETWEEN 10/01/2026 AND 10/31/2026; AND Ordering Facility IS RACINE COUNTY SHERRIFF; AND Vehicles IS NOT CURTIS UNIVERSAL AMBULANCE: UnavMx OR CURTIS UNIVERSAL AMBULANCE: Unavai

CURTIS UNIVERSAL AMBULANCE

	EMT	Paramedic	Total
	2	0	2
Abdominal Pain	2	0	2
Breathing Problems	9	1	10
Chest Pain	6	0	6
Choking	1	0	1
CO2/Inhale/Hazmat	1	0	1
Diabetic Problems	1	0	1
Fall(s)	15	0	15
Heart Problems	1	0	1
Injured Person	1	0	1
MVA	7	0	7
Other/Medical	9	0	9
Overdose/Poisoning	1	0	1
Psychiatric/Suicide Attempt	1	0	1
Shooting/Stabbing	1	0	1
Sick Person	7	1	8
Standby	3	0	3
Stroke/CVA	1	0	1
Syncope/Unconscious	1	0	1
Unknown Problem	1	0	1
Total	71	2	73

Town Of Burlington

Fire Department

32288 Bushnell Rd. Burlington, WI 53105

For the Period from 010/01/2026 00:00 to 10/31/2026 23:59

Code	Description	# of Incidents
ACCPT	Accident - Persons Trapped	2
ACCPI	Accident – Personal Injury	5
DROWN	Drowning/Water Incident	1
FIREA	Fire – Supervised Alarm S	3
INVASS	Invalid Assist	1
MABAS	Mutal Aid Box Alarm	3
CRBMN	Possible Carbon Monoxide	2
RAO	Recip Aid Out of City	2
NGLEAK	Reported Natural Gas Leak	2
FIREO	Single Engine Response	2
FIRE	Structure Fire	2
Grand Total		**25**

TOBFD volunteers had a total of 123 hours for calls to service in September.

Membership:

- The department has welcomed two new members. Both have completed onboarding and have been assigned to their respective stations. We are in the process of finishing up paperwork for a third and then will assign them a station to report to.
- The department continues to develop the Explorer Post, including policies and procedures.

Town Of Burlington

Fire Department

32288 Bushnell Rd. Burlington, WI 53105

Upcoming Events:

- Two of our members will be attending an evening seminar on Modern Day Recruiter Fire and EMS edition at the Randal Fire Department this month.
- The department will be participating in the Christmas Parade in the City of Burlington on December 4th.

Training:

- November's training will be on RTF (Rescue Task Force) with the Racine County Sherrif's department. We will be focusing on team movement drills and equipment.
- The volunteer members have been working extra hard these last few weeks on water movement and pump operations taking advantage of the nice weather.

Racine County Radio Project: Nothing new to report.

Equipment:

- New UTV 973 was officially placed into service.
- Small engine maintenance has begun on the various pieces of equipment. One of the new volunteers has dedicated his extra free time taking on this maintenance project.

Event Updates:

The Town of Burlington's blood drive on October 19th had a goal of 22 units, and we exceeded that goal by collecting 27 units, touching 81 lives.

Upcoming Grant Opportunities:

The department will be submitting a grant application to purchase forcible-entry door props. This equipment would support ongoing training and help prepare department members for the situations they may encounter in the field. If the grant is awarded, the department will seek Town Board approval before purchasing the equipment, as its cost exceeds the $5,000 threshold established by the Town's spending policy.

Respectfully submitted,

William R. Vrchota

Fire Chief

11.12.2026

Memo

TO
Town Board

FROM
Jeanne Rennie

RE:
Agenda # 4c

Appoint Poll Worker for the remaining 2026 – 2027 term

We received an application from John Gordon to be an election inspector for the remaining 2026-2027 term.

He is currently a registered voter and meets the requirements to be added to our list of eligible poll workers.

Town of Burlington
Prepaids
October 9 through November 10, 2026

	Name	Num	Date	Due Date	Class	Account	Paid Amount
	QuickBooks Payroll Service		**10/15/2026**			**108000 · Community St BankGen Cking**	
	QuickBooks Payroll Service					2110 · Direct Deposit Liabilities	-18,487.15
TOTAL							-18,487.15
	QuickBooks Payroll Service		**10/29/2026**			**108000 · Community St BankGen Cking**	
	QuickBooks Payroll Service					2110 · Direct Deposit Liabilities	-14,143.64
TOTAL							-14,143.64
	WI DOT	**ACH**	**10/09/2026**			**108000 · Community St BankGen Cking**	
			10/08/2026	11/07/2026	General Fund	533311 · Vehicle Operating ExpHighway	-20.00
TOTAL							-20.00
	AFLAC	**ACH**	**10/16/2026**			**108000 · Community St BankGen Cking**	
						24000 · Payroll Liabilities	-282.06
TOTAL							-282.06
	SUN LIFE FINANCIAL	**ACH**	**10/20/2026**			**108000 · Community St BankGen Cking**	
			10/20/2026	11/19/2026	General Fund	516118 · Insurance General	-137.46
TOTAL							-137.46
	KWIK TRIP Extended Network	**ACH**	**10/23/2026**			**108000 · Community St BankGen Cking**	
		sept2026	10/08/2026	11/07/2026		Kwik Trip - Hwy Department	-965.92
TOTAL							-965.92
	DEPARTMENT OF EMPLOYEE TRUST FUNDS (1)	**ACH**	**10/23/2026**			**108000 · Community St BankGen Cking**	

Town of Burlington
Prepaids
October 9 through November 10, 2026

	Name	Num	Date	Due Date	Class	Account	Paid Amount
						24000 · Payroll Liabilities	-12,472.42
TOTAL							-12,472.42
	DEPARTMENT OF EMPLOYEE TRUST FUNDS	**ACH**	**10/27/2026**			**108000 · Community St BankGen Cking**	
						24000 · Payroll Liabilities	-5,623.06
TOTAL							-5,623.06
	WE ENERGIES (1)	**ACH**	**10/28/2026**			**108000 · Community St BankGen Cking**	
		6107079532	10/21/2026	11/05/2026	General Fund	516107 · Utilities General	-22.93
					General Fund	516107 · Utilities General	-306.19
					General Fund	523017 · Utilities FH3	-14.80
					General Fund	523017 · Utilities FH3	-390.52
					General Fund	533316 · Utilities Highway	-27.30
					General Fund	533316 · Utilities Highway	-10.56
					General Fund	516107 · Utilities General	-823.89
					General Fund	523016 · Utilities FH2	-307.54
					General Fund	516107 · Utilities General	-35.78
					General Fund	534004 · Utilities Landfill	-16.25
					General Fund	533340 · Street Lighting	-1,513.65
TOTAL							-3,469.41
	WE ENERGIES (1)	**ACH**	**10/28/2026**			**108000 · Community St BankGen Cking**	
		6107554354	10/13/2026	10/28/2026	General Fund	516107 · Utilities General	-100.54
TOTAL							-100.54
	VISA	**ACH**	**10/28/2026**			**108000 · Community St BankGen Cking**	
			10/15/2026	11/14/2026		Visa - Administrator	-1,306.06
			10/20/2026	11/19/2026		Visa - Fire Department	-1,062.29
			10/22/2026	11/21/2026		Visa - Clerk	-738.03

Town of Burlington
Prepaids
October 9 through November 10, 2026

	Name	Num	Date	Due Date	Class	Account	Paid Amount
TOTAL							-3,106.38
	WISCONSIN DEPT. OF REVENUE	**E-pay**	**10/12/2026**			**108000 · Community St BankGen Cking**	
						24000 · Payroll Liabilities	-907.23
TOTAL							-907.23
	EFTPS/FEDERAL ELECTRONIC FILING	**E-pay**	**10/16/2026**			**108000 · Community St BankGen Cking**	
						24000 · Payroll Liabilities	-5,910.78
TOTAL							-5,910.78
	WISCONSIN DEPT. OF REVENUE	**E-pay**	**10/27/2026**			**108000 · Community St BankGen Cking**	
						24000 · Payroll Liabilities	-831.39
TOTAL							-831.39
	EFTPS/FEDERAL ELECTRONIC FILING	**E-pay**	**10/29/2026**			**108000 · Community St BankGen Cking**	
						24000 · Payroll Liabilities	-5,075.46
TOTAL							-5,075.46

Town of Burlington
Unpaid Bills Detail
As of November 10, 2026

	Num	Date	Due Date	Class	Split	Aging	Open Balance
ACCURATE APPRAISAL, LLC							
	CM-8.20.26.211	11/03/2026	11/13/2026		515201 · Assessor Fees		1,980.00
Total ACCURATE APPRAISAL, LLC							1,980.00
ASDA ENTERPRISES INC							
	0000172351	11/03/2026	12/03/2026		535001 · Garbage/Recycling		48,351.75
Total ASDA ENTERPRISES INC							48,351.75
ASPHALT CONTRACTORS INC (1)							
	BP32827	10/22/2026	11/21/2026	General Fund	533322 · Highway Patch/Crack Filling		300.12
Total ASPHALT CONTRACTORS INC (1)							300.12
AURORA HEALTH CARE							
	530672	10/20/2026	10/20/2026		523022 · Physicals Fire	21	582.00
Total AURORA HEALTH CARE							582.00
AYRES ASSOCIATES INC							
	233339	10/27/2026	11/26/2026		572407 · Highway Dept Streets/Bridges		900.00
Total AYRES ASSOCIATES INC							900.00
BURLINGTON AREA SCHOOL DIST.							
		10/08/2026	10/18/2026		411400 · Trailer Taxes General	23	643.62
		10/08/2026	10/18/2026		411400 · Trailer Taxes General	23	643.62
		10/08/2026	10/18/2026		411400 · Trailer Taxes General	23	643.62
		10/08/2026	10/18/2026		411400 · Trailer Taxes General	23	536.77
Total BURLINGTON AREA SCHOOL DIST.							2,467.63
COMMAND CENTRAL							
	37734	11/03/2026	12/03/2026		511805 · Programming/Coding Services		850.00
Total COMMAND CENTRAL							850.00
CRETEX MATERIALS INC. (1)							
	212198	10/21/2026	11/20/2026		533321 · Highway Dept Gravel and Stone		66.23
Total CRETEX MATERIALS INC. (1)							66.23
CULLIGAN OF BURLINGTON							
	500X3519002	10/08/2026	11/07/2026		-SPLIT-	3	86.68
	500X03536907	11/10/2026	11/20/2026		516107 · Utilities General		55.00
Total CULLIGAN OF BURLINGTON							141.68
CURTIS AMBULANCE SERVICE							
	20261102-1	11/03/2026	11/13/2026		523100 · Ambulance Service		35,355.95
Total CURTIS AMBULANCE SERVICE							35,355.95
Dredge America, Inc							

Town of Burlington
Unpaid Bills Detail
As of November 10, 2026

	Num	Date	Due Date	Class	Split	Aging	Open Balance
	No17 payment	11/10/2026	11/20/2026		571405 · Dredging Project		584,408.00
Total Dredge America, Inc							584,408.00
Eagle Media, Inc.							
	00144725	10/20/2026	11/19/2026		522013 · Uniforms Water Patrol		1,793.04
Total Eagle Media, Inc.							1,793.04
FARM #5/HOOSIER CRK FARM DRAINAGE DIST							
	11.03.2026	11/03/2026	12/03/2026		516121 · Drainage Assessments		1,248.78
Total FARM #5/HOOSIER CRK FARM DRAINAGE DIST							1,248.78
Guard Street Partners, LLC							
	4928C	11/03/2026	11/13/2026		516119 · Computer & Software General		331.75
Total Guard Street Partners, LLC							331.75
Jacob Isaacson							
	11.09.2026	11/10/2026	12/10/2026		533312 · Vehicle Maint/RepairHighway		97.25
Total Jacob Isaacson							97.25
Jeanne Rennie							
	11.04.2026	11/10/2026	12/10/2026		511801 · Reimbursement Elections		78.30
Total Jeanne Rennie							78.30
Jefferson Fire & Safety, Inc.							
	in345343	10/20/2026	11/19/2026		523013 · Gen Equipment Main/RepairFire		238.00
	IN344825	10/22/2026	11/21/2026		523030 · Firefighter Gear		1,467.06
Total Jefferson Fire & Safety, Inc.							1,705.06
KATHRYN WENZEL							
	Nov 2026	11/10/2026	11/20/2026		516101 · Janitorial Services		670.00
Total KATHRYN WENZEL							670.00
KWIK TRIP Extended Network							
		11/03/2026	12/03/2026		Kwik Trip - Fire Department		1,067.50
	10.25.2026	11/05/2026	12/05/2026		Kwik Trip - Hwy Department		936.30
Total KWIK TRIP Extended Network							2,003.80
LUDWIG, GRUHN & WISHAU S.C.							
	27546	10/15/2026	11/14/2026		511402 · Professional Legal Fees		1,325.00
Total LUDWIG, GRUHN & WISHAU S.C.							1,325.00
MACQUEEN EQUIPMENT							
	INV28963	10/13/2026	11/12/2026		523013 · Gen Equipment Main/RepairFire		27.00
Total MACQUEEN EQUIPMENT							27.00
MENARDS BURLINGTON							

Town of Burlington
Unpaid Bills Detail
As of November 10, 2026

	Num	Date	Due Date	Class	Split	Aging	Open Balance
	53260	10/08/2026	11/07/2026		516114 · Building Repairs General	3	73.59
	53300	10/08/2026	11/07/2026		533318 · Contract Material/LaborHwy	3	43.12
	54066	10/13/2026	11/12/2026		523009 · Supplies Fire		35.19
	54160	10/13/2026	11/12/2026		516114 · Building Repairs General		104.11
	54122	10/13/2026	11/12/2026		572407 · Highway Dept Streets/Bridges		33.72
	54348	10/22/2026	11/21/2026	General Fund	572407 · Highway Dept Streets/Bridges		40.17
	55064	11/05/2026	12/05/2026		533317 · Signs Highway		17.63
Total MENARDS BURLINGTON							347.53
MIDSTATE							
	306507	11/05/2026	12/05/2026		533323 · Highway Dept Culverts		300.00
Total MIDSTATE							300.00
MOTOR PARTS COMPANY							
	09.30.2026	10/08/2026	11/02/2026		533312 · Vehicle Maint/RepairHighway	8	81.22
	409837	11/05/2026	11/30/2026		533312 · Vehicle Maint/RepairHighway		425.99
Total MOTOR PARTS COMPANY							507.21
PATS SERVICES, INC.							
	10631	10/15/2026	11/14/2026		551050 · Misc. Parks		180.00
Total PATS SERVICES, INC.							180.00
RACINE COUNTY FINANCE DEPT							
	July 2026	10/27/2026	11/26/2026		516119 · Computer & Software General		700.00
	10.12.2026	10/27/2026	11/26/2026		516119 · Computer & Software General		500.00
	10.21.2026	10/27/2026	11/26/2026		516119 · Computer & Software General		283.52
Total RACINE COUNTY FINANCE DEPT							1,483.52
raSmith							
	198420	10/15/2026	11/14/2026		561004 · Engineering Fees P & Z		95.00
Total raSmith							95.00
RELIANT FIRE APPARATUS							
	INV-WI-10530	11/03/2026	12/03/2026		523013 · Gen Equipment Main/RepairFire		360.00
	SO-WI-10868	11/05/2026	12/05/2026		523013 · Gen Equipment Main/RepairFire		313.45
Total RELIANT FIRE APPARATUS							673.45
Robert Jensen							
	10.29.2026	11/03/2026	11/13/2026	General Fund	511306 · Supplies Muni Court		92.34
Total Robert Jensen							92.34
SAFEbuilt, LLC							
	4694273	10/08/2026	11/07/2026		524050 · Misc. Building Inspector	3	16,798.19

Town of Burlington
Unpaid Bills Detail
As of November 10, 2026

	Num	Date	Due Date	Class	Split	Aging	Open Balance
	4872819	11/05/2026	12/05/2026		524050 · Misc. Building Inspector		7,667.27
Total SAFEbuilt, LLC							24,465.46
SIREN SERVICES							
	5655	11/05/2026	12/05/2026		523011 · Vehicle Maint/Repair Fire		47.74
Total SIREN SERVICES							47.74
SLADES CORNERS AUTO SUPPLY							
	C33815	11/05/2026	12/05/2026		533312 · Vehicle Maint/RepairHighway		2,352.00
Total SLADES CORNERS AUTO SUPPLY							2,352.00
SOUTHERN LAKES NEWSPAPERS, LLC							
	491540	10/13/2026	10/23/2026		511803 · Printing & PublishingElect	18	52.54
	491976	10/28/2026	11/07/2026		511803 · Printing & PublishingElect	3	18.67
	491977	10/28/2026	11/07/2026		516113 · Printing & Publishing General	3	21.62
	492317	11/03/2026	11/13/2026		516113 · Printing & Publishing General		248.62
	492318	11/10/2026	11/20/2026		516113 · Printing & Publishing General		40.52
Total SOUTHERN LAKES NEWSPAPERS, LLC							381.97
Spectrum							
	10212026	11/03/2026	12/03/2026		516107 · Utilities General		180.54
Total Spectrum							180.54
Village of Genoa City							
	2025-1351	10/27/2026	11/26/2026		551050 · Misc. Parks		240.00
Total Village of Genoa City							240.00
WE ENERGIES (1)							
	6146278666	11/10/2026	11/25/2026		516107 · Utilities General		98.88
Total WE ENERGIES (1)							98.88
WI Dept. of Transportation							
	455126	10/08/2026	11/07/2026		572403 · Highway Dept Black Topping	3	30,182.18
	457592	11/10/2026	12/10/2026		572403 · Highway Dept Black Topping		72.65
	457591	11/10/2026	12/10/2026		572403 · Highway Dept Black Topping		5,359.22
Total WI Dept. of Transportation							35,614.05
WISCONSIN DEPT. OF JUSTICE - Bkgrd Chk							
	202610	11/05/2026	12/05/2026		516116 · CIBREE		14.00
Total WISCONSIN DEPT. OF JUSTICE - Bkgrd Chk							14.00
WISCONSIN DEPT. OF REVENUE							
	10.05.2026	10/08/2026	11/07/2026		515201 · Assessor Fees	3	250.73
Total WISCONSIN DEPT. OF REVENUE							250.73

Town of Burlington
Unpaid Bills Detail
As of November 10, 2026

	Num	Date	Due Date	Class	Split	Aging	Open Balance
Wisconsin Humane Society							
	3897	10/08/2026	10/18/2026		541003 · Animal Control	23	235.00
	3963	11/05/2026	11/15/2026		541003 · Animal Control		235.00
Total Wisconsin Humane Society							470.00
TOTAL							**752,477.76**

Document # **2631742**
RACINE COUNTY REGISTER OF DEEDS
June 16, 2022 10:34 AM

Karie J. Pope

KARIE POPE
RACINE COUNTY
REGISTER OF DEEDS
Fee Amount: $30.00

Pages: 8

DECLARATION OF RESTRICTION

30-8

RETURN TO :
Edward J. Lawton
Axley Brynelson, LLP
N17W24222 Riverwood Drive
Waukesha, WI 53188

Parcel Identification Number:
002-03-19-21-023-000
002-03-19-21-019-000

THIS DECLARATION OF RESTRICTION ("Declaration") is made this 16 day of May, 2022 (the "Effective Date"), by **DUG DEVELOPMENT LLC** (the "Declarant").

RECITALS:

A. Declarant is the fee simple owner of the parcel of real property described on Exhibit A as the "5 Acre Parcel" and is the fee simple owner of the real property described on Exhibit A as the "Remnant Parcel".

B. In connection with the approval of a Certified Survey Map, the Town of Burlington, Wisconsin a body corporate and politic has required that certain restrictions be placed on the 5 Acre Parcel and the Remnant Parcel.

NOW, THEREFORE, Declarant declares as follows as to the 5 Acre Parcel and the Remnant Parcel:

1. **Subdivision Restriction**. Due to the driveway access for the 5 Acre Parcel and the Remnant Parcel not meeting the standards for a Town road:

a. The 5 Acre Parcel shall not be further subdivided to create new additional lots. The Remnant Parcel shall not be further subdivided to create new additional lots. This Declaration does not restrict the sale or transfer of the entire 5 Acre Parcel or entire Remnant Parcel separately or together. In the event of a violation of this Declaration as to the 5 Acre Parcel the violation will only be enforced against the then owner of the 5 Acre Parcel. In the event of a violation of this Declaration as to the Remnant Parcel the violation will only be enforced against the then owner of the Remnant Parcel.

2. **Covenants to Run with Land**. It is the intent of the parties that the terms contained in this Declaration:

a. As to the 5 Acre Parcel shall be covenants running with the land with respect to the 5 Acre Parcel.

b. As to the Remnant Parcel shall be covenants running with the land with respect to the Remnant Parcel.

3. **Amendment**. This Declaration may be amended:

a. As to the 5 Acre Parcel only by a writing executed by the owner of the 5 Acre Parcel and the Town.

b. As to the Remnant Parcel only by a writing executed by the owner of the Remnant Parcel and the Town.

4. **Severability**. In the event any term or provision, or any part thereof, is found to be invalid by a court of competent jurisdiction, the same shall not impair or affect in any manner the validity and enforceability or effect the remainder of this Declaration, and all of the terms hereof are hereby declared to be severable.

5. **Counterparts**. This Declaration may be executed in one or more counterparts, each of which when taken together shall constitute one and the same instrument.

6. **Enforcement**. The Town may enforce this Declaration.

[Signature Page Follows Next]

IN WITNESS WHEREOF, the parties have executed this Declaration on the Effective Date set forth above.

DECLARANT:

DUG DEVELOPMENT LLC

By: _____
Gregory M. Reesman, Member

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS:
Racine COUNTY)

Personally came before me this 16 day of May, 2022, Gregory M. Reesman, Member of DUG DEVELOPMENT LLC, to me known to be the persons who executed the foregoing instrument.

Merica Hammond
*Merica Hammond
Notary Public, State of Wisconsin.
My commission expires: 4/21/25

*Print or type name of notary public.

MERICA HAMMOND
Notary Public, State of Wisconsin

Drafted by:

Edward J. Lawton
Axley Brynelson, LLP
N17W24222 Riverwood Drive
Waukesha, WI 53188

EXHIBIT A
Legal Description of the Remnant Parcel and 5 Acre Parcel

"5 Acre Parcel": Parcel ID 002-03-19-21-019-000

PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 3 NORTH, RANGE 19 EAST OF THE FOURTH PRINCIPAL MERIDIAN, TOWNSHIP OF BURLINGTON, COUNTY OF RACINE, STATE OF WISCONSIN AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE CENTER OF SAID SECTION 21 AS MONUMENTED IN THE RACINE COUNTY MAPPING PROGRAM; RUN THENCE NORTH 2°29'11" WEST ALONG THE WEST LINE OF SAID NORTHEAST 1/4 SECTION, 686.26 FEET; THENCE NORTH 88°11'02" EAST ALONG THE SOUTH LINE OF THE NORTH 60 ACRES OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 21 (SAID LINE BEING PARALLEL WITH THE NORTH LINE OF SAID 1/4 SECTION), 330.0 FEET; THENCE SOUTH 2°29'11" EAST, PARALLEL WITH THE WEST LINE OF THE NORTHEAST 1/4 OF SECTION 21, 687.64 FEET TO THE SOUTH LINE OF SAID 1/4 SECTION; THENCE SOUTH 88°25'15" WEST ALONG THE SOUTH LINE OF SAID 1/4 SECTION, 330.0 FEET TO THE PLACE OF BEGINNING. CONTAINING 5.20 ACRES OF LAND, TO BE THE SAME, MORE OR LESS. EXCEPTING A TRIANGLE IN THE SOUTHWEST CORNER OF SAID PARCEL BEING 66 FEET ALONG THE EAST AND SOUTH SIDES.

PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 3 NORTH, RANGE 19 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF BURLINGTON, COUNTY OF RACINE, STATE OF WISCONSIN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE EAST 1/4 CORNER OF SAID SECTION 21; THENCE SOUTH 88°25'15" WEST ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4 SECTION 2458.79 FEET TO THE PLACE OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 66°43'23" EAST 388.07 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY 198.54 FEET ALONG THE ARC OF SAID CURVE BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 670.50 FEET AND WHOSE LONG CHORD BEARS SOUTH 58°14'25" EAST 197.81 FEET; THENCE SOUTH 49°45'27" EAST 86.71 FEET TO A POINT ON THE NORTHWESTERLY LINE OF TEUT ROAD; THENCE SOUTH 41°10'47" WEST ALONG SAID NORTHWESTERLY LINE 150.02 FEET; THENCE NORTH 49°45'27" WEST 75.01 FEET; THENCE NORTH 41°10'47" EAST 130.02 FEET; THENCE NORTH 49°45'27" WEST 11.37 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY 192.62 FEET ALONG THE ARC OF SAID CURVE BEING A CURVE TO THE LEFT, HAVING A RADIUS OF 650.50 FEET, AND WHOSE LONG CHORD BEARS NORTH 58°14'25" WEST 191.91 FEET; THENCE NORTH 66°43'23" WEST 383.66 FEET; THENCE SOUTH 88°25'15" WEST 20.59 FEET; THENCE NORTH 01°34'45" WEST 20.00 FEET TO A POINT ON THE NORTH LINE OF SAID SOUTHEAST 1/4 SECTION; THENCE NORTH 88°25'15" EAST ALONG SAID NORTH LINE 25.00 FEET TO THE PLACE OF BEGINNING.

Above there are two paragraphs each containing a legal description. The second of the two paragraphs is a lot line adjustment to join the land described there to the land described in the first paragraph.

"Remnant Parcel" parcel ID 002-03-19-21-023-000

Parcel 1: Government Lot No. 1 in the Northwest 1/4 of Section 21, Town 3 North, Range 19 East. Said land being in the Town of Burlington, County of Racine and State of Wisconsin.

Parcel 2: The Southeast 1/4 of the Northwest 1/4 of Section 21, Town 3 North, Range 19 East. Said land being in the Town of Burlington, County of Racine and State of Wisconsin.

Parcel 3: Government Lot No. 2 in the Southeast 1/4 of Section 21, Town 3 North, Range 19 East. Excepting therefrom lands conveyed for highway purposes. Said land being in the Town of Burlington, County of Racine and State of Wisconsin.

Parcel 4: Government Lot No. 3 in the Southeast 1/4 of Section 21, Town 3 North, Range 19 East, excepting therefrom lands conveyed for highway purposes, also excepting, Certified Survey Map No. 1067, according to the recorded Certified Survey Map. Also excepting lands conveyed in deed recorded in Volume 1580 of Records on page 192, Racine County Records, described as follows: part of the South 1/2 of Section 21, Township 3 North, Range 19 East of the Fourth Principal Meridian, Township of Burlington, County of Racine, Wisconsin, and more particularly described as follows: Commence at the South 1/4 corner of said Section 21; thence North 2 degrees 01 minutes 18 seconds West, 631.73 feet along the West line of the Southeast 1/4 of Section 21 to the Northwesterly line of Highway 36 and the place of beginning of parcel of land hereinafter described: Thence continue North 2 degrees 01 minutes 18 seconds West, 175.03 feet along the West line of the Southeast 1/4 of Section 21; thence North 63 degrees 57 minutes 02 seconds West (Recorded as North 62 degrees 55 minutes West), 346.54 feet to the Southeasterly line of Loomis Road; thence Northeasterly along the Southeasterly line of Loomis Road along the arc of a curve convex Northwesterly and having a radius of 5694.49 feet and a chord of 285.00 feet which bears North 33 degrees 43 minutes 39 seconds East; thence South 56 degrees 18 minutes 19 seconds East, 566.63 feet to the Northwesterly line of State Highway #36; thence South 51 degrees 36 minutes 33 seconds West, 226.06 feet along the Northwesterly line of Highway 36; thence Southwesterly along the arc of a curve along the Northwesterly line of Highway #36, said curve being convex Northwesterly and having a radius of 7811.44 feet and a chord of 173.74 feet which bears South 50 degrees 58 minutes 19 seconds West to the place of beginning.

EXCEPTING THEREFROM: Lots 1, 2, and 3 of Certified Survey Map No. 3503 recorded on June 16, 2022 in the office of the Register of Deeds for Racine County, Wisconsin as Document No. 2631739.

EXCEPTING THEREFROM Certified Survey Map No. 2546, recorded in Volume 7, Page 970, as Document No. 1919298 described as follows: Part of the Northwest 1/4 of the Southeast 1/4 of Section 21, Township 3 North, Range 19 East of the Fourth Principal Meridian in the Township of Burlington, County of Racine, Wisconsin and being more particularly described as follows: Begin at the East 1/4 corner of said Section 21; thence South 88 degrees 25 minutes 15 seconds West along the North line of said Southeast 1/4 Section, 1571.97 feet to a point on the Northwesterly line of Teut Road and the place of beginning of this description: Thence South 41 degrees 10 minutes 47 seconds West along said Northwesterly line 448.99 feet; thence North 49 degrees 45 minutes 27 seconds West, 86.71 feet to a point of curvature; thence Northwesterly 198.54 feet along the arc of a curve to the left, having a radius of 670.50 feet, a central angle of 16 degrees 57 minutes 56 seconds and whose long chord bears North 58

degrees 14 minutes 25 seconds West, 197.81 feet; thence North 66 degrees 43 minutes 23 seconds West, 388.07 feet to a point on the North line of said Southeast 1/4 Section; thence North 88 degrees 25 minutes 15 seconds East along said North line 886.82 feet to the place of beginning.

EXCEPTING THEREFROM land contained in Warranty Deeds recorded on February 28, 2003, as Document Nos. 1885623, 1885624 and 1885625, all further described as follows: That part of Government Lot 2 and part of Government Lot 3 being a part of the Northwest 1/4, Northeast 1/4 and Southwest 1/4 of the Southeast 1/4 of Section 21, Township 3 North, Range 19 East, and part of the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4 of Section 21, Township 3 North, Range 19 East, and bounded and described as follows: Commencing at the Northeast corner of the Southeast 1/4 of said Section; thence South 01 degrees 52 minutes 37 seconds East along the East line of the Southeast 1/4 of said Section, 41.67 feet to a point on the Northwesterly right of way line of State Trunk Highway "36"; thence South 51 degrees 36 minutes 24 seconds West along the Northwesterly right of way line of State Trunk Highway "36", 2891.82 feet; thence North 56 degrees 18 minutes 19 seconds West, 600.04 feet to a point on a curve, said point also being the center line of Teut Road; thence Northeasterly along an arc of a curve and the center line of Teut Road, whose center lies to the Southeast, whose radius is 5727.49 feet, whose chord bears North 38 degrees 10 minutes 39.5 seconds East, 601.92 feet a distance of 602.20 feet to a point of tangency; thence North 41 degrees 11 seconds 23 East along the center line of said Road 1145.42 feet to the Southwest corner of Certified Survey Map No. 1067 extended; thence South 48 degrees 48 minutes 37 seconds East along the South line of Certified Survey Map No. 1067, 192.20 feet to the Southeast corner of said Certified Survey Map; thence North 41 degrees 11 minutes 23 seconds East along the East line of said Certified Survey Map, 347.26 feet to the Northeast corner of said Certified Survey Map, said point also being a point on the North line of the Southeast 1/4 of Section 21; thence North 88 degrees 25 minutes 15 seconds East along the North line of the Southeast 1/4 of Section 21, 1265.16 feet to the point of beginning. Said land being in the City of Burlington, Racine County, Wisconsin.

EXCEPTING THEREFROM land contained in Quit Claim Deed recorded on September 23, 2004, as Document No. 1993946 described as follows: A parcel of land located in the Northeast 1/4 of the Southeast 1/4 of Section 21, Township 3 North, Range 19 East, in the City of Burlington, County of Racine, Wisconsin more particularly described as follows: Commencing at the Northeast corner of the Southeast 1/4 of Section 21, Township 3 North, Range 19 East; thence South 01 degrees 52 minutes 37 seconds East, 452.71 feet along the East line of said Southeast 1/4 Section to the South line of the Wisconsin Electric Company Right-of-Way being the Point of Beginning of this description: Thence South 01 degrees 52 minutes 37 seconds East along said East 1/4 Section line, 55.45 feet; thence North 38 degrees 24 minutes 05 seconds West, 44.56 feet to the South line of the Wisconsin Electric Company Right-of-Way; thence along said South line North 51 degrees 35 minutes 55 seconds East, 33.00 feet to the Point of Beginning.

EXCEPTING THEREFROM land contained in Quit Claim Deed recorded on September 20, 2005 as Document No. 2049867 described as follows: A parcel of land located in the Northeast 1/4 of the Southeast 1/4 of Section 21, Township 3 North, Range 19 East, in the City of Burlington, County of Racine, Wisconsin more particularly described as follows: Commencing at the Northeast corner of the Southeast 1/4 of Section 21, Township 3 North, Range 19 East; thence South 01 degrees 52 minutes 37 seconds East, 452.71 feet along the East line of said Southeast 1/4 Section to the South line of the Wisconsin Electric Company Right-of-Way; Thence along said Right-of-Way, South 51 degrees 35 minutes 55 seconds West, 33 feet to the Point of Beginning of this description: Thence South 38 degrees 24 minutes 05 seconds East, 44.56 feet to the East line of said Southeast 1/4 Section; thence along said East line South 01 degrees 52 minutes 37 seconds East, 67.05 feet; thence North 38 degrees 24 minutes 05 seconds West, 98.44 feet to the South line of the Wisconsin Electric Company Right-of-Way; thence

along said South line North 51 degrees 35 minutes 55 seconds East, 39.91 feet to the Point of Beginning. EXCEPTING THEREFROM land contained in Warranty Deed recoded on May 5, 2006, as Document No. 2083810 described as follows: That part of Government Lot 2 and 3 in the Southeast 1/4 of Section 21, Township 3 North, Range 19 East of the Fourth Principal Meridian, lying South of the Milwaukee Electric Railway and Light Company property.

EXCEPTING THEREFROM land conveyed by Deed recorded under Document No. 1993946 described as follows: A parcel of land located in the Northeast 1/4 of the Southeast 1/4 of Section 21, Township 3 North, Range 19 East, in the City of Burlington, County of Racine, Wisconsin more particularly described as follows: Commencing at the Northeast corner of the Southeast 1/4 of Section 21, Township 3 North, Range 19 East; thence South 01 degrees 52 minutes 37 seconds East, 452.71 feet along the East line of said Southeast 1/4 Section to the South line of the Wisconsin Electric Company Right-of-Way being the Point of Beginning of this description: Thence South 01 degrees 52 minutes 37 seconds East along said East 1/4 Section line, 55.45 feet; thence North 38 degrees 24 minutes 05 seconds West, 44.56 feet to the South line of the Wisconsin Electric Company Right-of-Way; thence along said South line North 51 degrees 35 minutes 55 seconds East, 33.00 feet to the Point of Beginning.

EXCEPTING THEREFROM those lands conveyed by Quit Claim Deed recorded as Document No. 2049867 described as follows: A parcel of land located in the Northeast 1/4 of the Southeast 1/4 of Section 21, Township 3 North, Range 19 East, in the City of Burlington, County of Racine, Wisconsin more particularly described as follows: Commencing at the Northeast corner of the Southeast 1/4 of Section 21, Township 3 North, Range 19 East; thence South 01 degrees 52 minutes 37 seconds East, 452.71 feet along the East line of said Southeast 1/4 Section to the South line of the Wisconsin Electric Company Right-of-Way; Thence along said Right-of-Way, South 51 degrees 35 minutes 55 seconds West, 33 feet to the Point of Beginning of this description: Thence South 38 degrees 24 minutes 05 seconds East, 44.56 feet to the East line of said Southeast 1/4 Section; thence along said East line South 01 degrees 52 minutes 37 seconds East, 67.05 feet; thence North 38 degrees 24 minutes 05 seconds West, 98.44 feet to the South line of the Wisconsin Electric Company Right-of-Way; thence along said South line North 51 degrees 35 minutes 55 seconds East, 39.91 feet to the Point of Beginning.

EXCEPTING THEREFROM:

PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 3 NORTH, RANGE 19 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF BURLINGTON, COUNTY OF RACINE, STATE OF WISCONSIN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE EAST 1/4 CORNER OF SAID SECTION 21; THENCE SOUTH 88°25'15" WEST ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4 SECTION 2458.79 FEET TO THE PLACE OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 66°43'23" EAST 388.07 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY 198.54 FEET ALONG THE ARC OF SAID CURVE BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 670.50 FEET AND WHOSE LONG CHORD BEARS SOUTH 58°14'25" EAST 197.81 FEET; THENCE SOUTH 49°45'27" EAST 86.71 FEET TO A POINT ON THE NORTHWESTERLY LINE OF TEUT ROAD; THENCE SOUTH 41°10'47" WEST ALONG SAID NORTHWESTERLY LINE 150.02 FEET; THENCE NORTH 49°45'27" WEST 75.01 FEET; THENCE NORTH 41°10'47" EAST 130.02 FEET; THENCE NORTH 49°45'27" WEST 11.37 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY 192.62 FEET ALONG THE ARC OF SAID CURVE BEING A CURVE TO THE LEFT, HAVING A RADIUS OF 650.50 FEET, AND WHOSE LONG CHORD BEARS NORTH 58°14'25" WEST 191.91 FEET; THENCE NORTH 66°43'23" WEST 383.66 FEET; THENCE SOUTH 88°25'15" WEST 20.59 FEET; THENCE NORTH 01°34'45" WEST 20.00 FEET TO A POINT ON THE NORTH LINE OF SAID SOUTHEAST 1/4 SECTION; THENCE NORTH 88°25'15" EAST ALONG SAID NORTH LINE 25.00 FEET TO THE PLACE OF BEGINNING.

Notwithstanding anything to the contrary herein, the following described lands are added to the Remnant Parcel as a lot line adjustment:

PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 3 NORTH, RANGE 19 EAST OF THE FOURTH PRINCIPAL MERIDIAN, TOWNSHIP OF BURLINGTON, COUNTY OF RACINE, STATE OF WISCONSIN AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE CENTER OF SAID SECTION 21 AS MONUMENTED IN THE RACINE COUNTY MAPPING PROGRAM; RUN THENCE NORTH 2°29'11" WEST ALONG THE WEST LINE OF SAID NORTHEAST 1/4 SECTION, 66.00 FEET; THENCE SOUTH 47°01'58" EAST 94.07 FEET TO THE SOUTH LINE OF SAID 1/4 SECTION; THENCE SOUTH 88°25'15" WEST ALONG THE SOUTH LINE OF SAID 1/4 SECTION, 66.00 FEET TO THE PLACE OF BEGINNING.

Town of Burlington
32288 Bushnell Road / Burlington WI 53105
262-763-3070 / TownofBurlington.com

Board of Supervisors
Meeting Minutes
April 14, 2022

1 Call to order and roll call

At 6:30 PM Chair Jeff Lang called to order the regular meeting of the Town of Burlington Board of Supervisors. The meeting was held at the Town Hall, 32288 Bushnell Road, Burlington.

Everyone in attendance stood and recited the pledge of allegiance.

Chairman Jeff Lang and Supervisors Steve Swantz, Neal Czaplewski, Russ Egan, and Brian Fliss were present.

2 Verify posting of meeting

The meeting was properly posted.

3 Citizen Comments

No comments.

4 Minutes from the regular Town Board meeting on March 24, 2022, and the special Town Board meeting on March 29, 2022

Egan motioned to approve the minutes with one correction; Fliss seconded. Motion carried.

5 Reports

Lang – has received calls regarding speeding and surveyors on Ketterhagen Road.

Swantz – had nothing to report

Czaplewski – had nothing to report.

APPROVED

Egan – reported that the Echo Lake steering committee is looking for citizen input. Also, the FRC met Friday. He was not able to attend.

Fliss – reported that the WE Energies project on Highway P has started. He plans to add information on social media as it becomes available.

Highway – submitted written report on the activity for March 2022. Bids have been received for Road Bid #1 for mill and overlay project. Also, LRIP funding has been received.

Fire – Chief Vrchota reported on the 9 calls for the month of March along with other department business. He will also attend the weekly calls regarding the Highway P project.

Marine – Chief Kahabka reported on the staff for the upcoming season. He also reported on the boat purchase and what will be done to decrease the common complaints on the lakes.

Emergency – Covid-19 numbers are continuing to decline, with only 1 death in the last 2 weeks. Twardosz reported that they are not expecting any flooding issues and he attended the Racine County Mitigation and Hazard meeting.

Sheriff – The sheriff's department submitted a written report of the activity for the month of March.

Chamber of Commerce – no one was in attendance.

6 Bills as of March 10, 2022

Fliss moved to pay the bills as presented; Swantz seconded.
Lang mentioned that the WE Energies invoice, which was not included for payment at this time, will be reimbursed to the Town by Racine County.
Motion carried.

Lang stated that Racine County has agreed to pay a disputed WE Energies invoice.

7 January 2022, February 2022 and March 2022 financials

Fliss motioned to table the financials; Czaplewski seconded. Czaplewski questioned the timing of receiving payments from the Municipal Court.
Motion carried.

APPROVED

8 Possible action on Planning & Zoning Committee recommendation:

a. **Petitioner: Dug Development**
   Owner: Greg Reesman, member
   Parcel: 002-03-19-21-023-000 / Teut Road

Swantz motioned to approve the Planning and Zoning Recommendation for the land division with the following condition: *driveway is substandard for a Town road and therefore no further division of the "5-acre parcel" nor the "remnant parcel" will be allowed, with certified mail notice and copy of minutes to owner(s) and owner(s) recording these words on Title as a deed restriction*; Fliss seconded.
Motion carried.

9 3115 Spring Drive

Neither the property Owner nor her contractor were in attendance. The Board ordered 30-day delay in proceeding with the demolition will expire on April 24, 2022. This property will be discussed again at the next meeting.

10 Approval of Seasonal Marine Officers: Kelly Helinski, Kyle Stormoen, Lisa Border, Shane Sax, and Russell Richardson

Chief Kahabka and Officer Anderson informed the Board that due to some unforeseen circumstances, they are only seeking approval for Helinski, Border and Sax.

Egan moved to approved Kelly Helinski, Lisa Border and Shane Sax; Fliss seconded.
Motion carried.

11 Adopt 7-year Road Plan

Isaacson presented the 7-year road plan to the Board, stating that this is a requirement for the BIL grant application.

Czaplewski moved to adopt the 7-year Road Plan as presented; Swantz seconded.
Motion carried.

APPROVED

12 Reappoint Bill Korducki and Jim Luedeke to 3-year terms for the Planning & Zoning Committee, ending April 30, 2025

Fliss motioned to reappoint Korducki and Luedeke to the Planning & Zoning Committee for a 3-year term; Egan seconded.
Motion carried.

13 ARPA funds decision

Lang discussed the upcoming deadline of April 30, 2022, to report the lost revenue to claim funds from the ARPA grant.

This will be discussed again at the April 28, 2022 meeting.

14 Ketterhagen Road soil boring

Isaacson discussed the cost involved with a boring project on Ketterhagen Road as a necessity to continuing to seek funds from the BIL grant. The funds would be refunded if the grant is approved. If not approved, the funds for the boring project could come from the ARPA grant.

Fliss moved to proceed with the boring project on Ketterhagen Road by using ARPA funds up to $10,000; Egan seconded.
Motion carried.

15 Motion to enter Closed Session under Wis Stats 19.85(g) conferring with legal counsel for the governmental body who is rendering oral or written advice concerning the strategy to be adopted by the body and Wis. Stats 19.85(c) considering performance employment of a public employee

At 7:16PM Egan motioned to enter closed session under Wis Stats 19.85(c) and 19.85(g); Swantz seconded.

The vote was unanimous to enter closed session.

16 Motion to enter Open Session

At 7:49PM Swantz motioned to enter open session; Egan seconded.
Motion carried.

APPROVED

17 Possible action from Closed Session

No action was taken.

18 Adjourn

Swantz motioned to adjourn at 7:50PM; Fliss seconded. Motion carried.

Approved this 28th day of April 2022
Jeanne Rennie, Clerk

APPROVED

Document Number	Document Title

Recording Area
Return: City of Burlington

Parcel Identification Number (PIN):

City of Burlington Dug Off-Site Mitigation for SEWRPC SSAA	**OFF-SITE COMPENSATORY MITIGATION CONSERVATION EASEMENT**

THIS GRANT OF A CONSERVATION EASEMENT is made by and between DUG DEVELOPMENT LLC, with an address of N6967 County Road ES, Elkhorn, Wisconsin 53121, (hereinafter referred to as the "Grantor"), and the City of Burlington, a Wisconsin municipal corporation with an address of 300 Pine Street, Burlington, Wisconsin 53105 (hereinafter referred to as "Grantee"), as a holder of a Conservation Easement per the Hughes site PEC Compensation Site Plan.

RECITALS

WHEREAS, the Grantor is the owner in fee title of certain real property located in the Town of Burlington, Racine_County in the State of Wisconsin, adjacent to conservation lands protected by the State of Wisconsin and the Seno Kenosha/Racine Land Trust Conservancy, more particularly described on the attached Exhibit A, (hereinafter referred to as the "Conservancy Area"); and

WHEREAS, the Grantor and the Grantee both desire and intend that the natural elements and the ecological and aesthetic values of the Conservancy Area be maintained and improved in accordance with the terms and conditions of this Conservation Easement, the

PEC Compensation Site Plan for Hughes Property, dated July 7, 2025 and prepared by Heartland Ecological Group Inc., and subsequent amendments thereto, if any ("Site Mitigation Plan") and the Southeastern Wisconsin Regional Planning Commission Amendment to the Burlington Sanitary Sewer Service Area dated_____("Sewer Service Area Amendment"); and

WHEREAS, the Grantor and Grantee both desire, intend and have the common purpose of conserving and preserving the Conservancy Area in a relatively natural condition by placing restrictions on the use of the Conservancy Area and by transferring from the Grantor to the Grantee, by the creation of a Conservation Easement on, over and across the Conservancy Area, affirmative rights to ensure the preservation of the natural elements and values of the Conservancy Area; and

WHEREAS, in accordance with the March 7, 2023 Development Agreement ("Development Agreement") between the parties as recorded in the Racine County Register of Deeds Office on April 21, 2023 as Document # 2652644 and the approved December 13, 2022 Conditional Use Permit, this Conservation Easement shall be immediately executed and recorded upon approval of same by the Grantee by Resolution of the Common Council of the City of Burlington and approval of the Sewer Service Areas Amendment; and

WHEREAS, the Grantor has received valuable consideration for the granting of this Conservation Easement.

NOW THEREFORE, the Grantor, for valuable consideration received, and pursuant to Section 700.40 of the Wisconsin Statutes, does hereby give, grant, bargain and convey to the Grantee, its successors and assigns, forever, a Conservation Easement in perpetuity over the Conservancy Area consisting of the following:

I. PURPOSE OF THE EASEMENT

The off-site mitigation purposes of this easement are to (i) restore and create 2.92 acres of open oak woodland within an existing prime environmental corridor ("PEC"), (ii) restore and create 15.84 acres of open oak woodland within current non-PEC agricultural land, and (iii) enhance 20.32 acres of existing degraded oak woodland all as fully described in the Site Mitigation Plan.

II. RIGHTS OF THE GRANTEE

1. The Grantee shall have the right to enforce by proceedings at law or in equity the terms and conditions of this Conservation Easement hereinafter set forth. The right shall include but not be limited to, the right to bring an action in any court of competent jurisdiction to enforce the terms of this Conservation Easement, to require the restoration or enhancement of this property, consistent with the Site Mitigation Plan, incorporated herein by reference, or to enjoin non-compliance by appropriate injunctive relief. The Grantee does not waive or forfeit the right to

take action as may be necessary to ensure compliance with terms of this Conservation Easement by any prior failure to act. Nothing herein shall be construed to entitle the Grantee to institute any enforcement action against the Grantors for any changes to the Conservancy Area due to causes beyond the Grantors' control and without the Grantor's fault or negligence (such as changes caused by fire, flood, storm, civil or military authorities undertaking emergency action or unauthorized wrongful acts of third parties).

2. The Grantee, its contractors, agents and invitees, shall have the right to enter the Conservancy Area, in a reasonable manner and at reasonable times, for the purpose of inspecting the Conservancy Area to determine if the Grantors are complying with the terms and conditions of this Conservation Easement and the purposes of this grant, and further to observe, study, record and make scientific studies and educational observations. In addition, the Grantee may investigate any activity on or use of the Conservancy Area that the Grantee reasonably believes may violate the Conservation Easement and require, at Grantor's expense, remediation of such areas or features of the Conservancy Area that may be damaged by any inconsistent activity, use or violation.

3. The Grantee shall have the right to establish or re-establish vegetation through seedings or plantings.

4. The Grantee shall have the right to manipulate vegetation on the Conservancy Area through burning, cutting, pesticide application and other suitable methods for the purpose of protecting and enhancing uplands and upland vegetation.

5. The Grantee shall have the right to maintain and repair its facilities, if any, located within the Conservancy Area.

III. COVENANTS OF THE GRANTOR

1. Grantor shall be responsible, at its cost, for management of the Conservancy Area and implementation of the Site Mitigation Plan, which has been prepared by a consultant with expertise in rendering professional ecological services.

2. There shall be no commercial or industrial activity undertaken or allowed within the Conservancy Area.

3. There shall be no buildings, dwellings, barns, roads, advertising signs, billboards or other structures built or placed in the Conservancy Area.

4. There shall be no dredging, filling, excavating, mining, drilling or removal of any topsoil, sand, gravel, rock, minerals or other materials within the Conservancy Area except in conjunction with authorized management activities.

5. There shall be no dumping of trash, plant materials or compost, ashes, garbage or other unsightly or offensive material, especially including any hazardous or toxic

waste within the Conservancy Area.

6. The hydrology of the Conservancy Area will not be altered in any way or by any means including pumping, draining, diking, impounding or diverting surface or ground water into or out of the Conservancy Area, unless consistent with the Site Mitigation Plan.

7. All agricultural uses are prohibited within the Conservancy Area (e.g. plowing, tilling, haying, cultivating, planting or other agricultural activities). This does not include native seed production activities, mowing, planting, or herbicide use conducted for the purpose of enhancing the ecological functions and values of the Conservancy Area consistent with the Site Mitigation Plan. The Grantor shall not stock animals or allow the grazing of animals on the Conservancy Area without prior written permission of the Grantee.

8. The Grantor is responsible for compliance with all federal, state and local laws governing the control of noxious weeds within the Conservancy Area.

9. There shall be no operation of motorized vehicles or equipment within the Conservancy Area except in conjunction with activities in conformance with Sections II and III herein.

10. Any activity on or use of the Conservancy Area inconsistent with, or that adversely affects, the purposes of this Conservation Easement is prohibited.

11. The Grantor shall provide bonds to the Grantee, in amounts deemed sufficient by Grantee, that guarantee the cost of construction and maintenance of the Conservancy Area in accord with the Site Mitigation Plan, including maintenance of the Conservancy Area for five (5) years from completion of work required pursuant to the Site Mitigation Plan. In case of failure to pay any of the costs required to implement the Site Mitigation Plan, the Grantee, in addition to pursuing a claim on the bonds posted by the Grantor, reserves the right to remedy any deficiency and extend related costs and fees upon the tax roll as a special charge pursuant to Wis. Stat. Section 66.0627.

12. Grantor shall obtain liability insurance coverage for the Conservancy Area and the terms and conditions of this Conservation Easement, naming the Grantee as an additional insured, in an amount deemed sufficient by the Grantee after consultation with its insurer. Proof of such insurance and additional inured endorsement shall be provided to the Grantee at time of execution of this Conservation Easement.

13. Grantor hereby releases and agrees to hold harmless, indemnify, and defend the Grantee and its officers, employees, agents, contractors, successors and assigns of each of them (collectively "Indemnified Parties") from and against any and all liabilities, penalties, fines, charges, costs, losses, damages, expenses, causes of action, claims, demands, orders, judgments, or administrative actions, including,

without limitation, reasonable attorneys' fees, arising from or in any way connected with: (l) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Conservancy Area, regardless of cause, except to the extent due to the negligence of any of the Indemnified Parties; (2) the violation or alleged violation of, or other failure to comply with, any state, federal, or local law, regulation, or requirement, including, without limitation, CERCLA, by any person other than any of the Indemnified Parties, in any way affecting, involving, or relating to the Conservancy Area; (3) the presence or release in, on, from, or about the Conservancy Area, at any time, of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, unless caused solely by any of the Indemnified Parties; and (4) the violation or breach of the obligations, terms, conditions, representations, or warranties in this Conservation Easement by Grantor.

IV. RESERVED RIGHTS

1. This Conservation Easement does not authorize entry upon or use of the Conservancy Area by the general public.

2. Grantor is authorized to enter upon or use the Conservancy Area to fulfill its monitoring and maintenance obligations as set forth in the Site Mitigation Plan.

3. The Grantor and its invitees may hunt and fish in the Conservancy Area so long as they comply with all federal, state and local game and fishery regulations.

4. Nothing herein shall be construed as limiting the right of the Grantors to sell, give or otherwise convey the Conservancy Area, or any portion or portions thereof, provided that the conveyance is subject to the terms of this Conservation Easement.

V. GENERAL PROVISIONS

1. This Conservation Easement shall run with and burden the Conservancy Area in perpetuity and shall bind the Grantors and their heirs, successors and assigns. This Conservation Easement is fully valid and enforceable by any assignee of the Grantee, whether assigned in whole or in part. Prior to any assignment being effective, the Grantor must approve the assignment in writing.

2. If the Grantee or the Grantor determines that any party is in violation of the terms of this Conservation Easement, or that a violation is threatened, written notice of such violation or threatened violation shall be given to the alleged violating party advising such party of the nature and extent of the violation or threatened violation and demanding corrective action sufficient to cure the violation and,

where the violation involves injury to the Conservancy Area resulting from any use or activity inconsistent with the purpose of this Conservation Easement, to restore the portion of the Conservancy Area so injured. If the alleged violating party fails to cure the violation within forty-five (45) days after delivery of such notice, or under circumstances where the violation cannot reasonably be cured within a forty-five (45) day period, fails to begin curing such violation within the forty-five (45) day period, or fails to continue diligently to cure such violation until finally cured, but no later than ninety (90) days from the date of the notice, the affected party may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Conservation Easement, to enjoin the violation by temporary or permanent injunction, ex parte if necessary, to recover any damages to which it may be entitled for violation of the terms of this Conservation Easement, or injury to any conservation values protected by this Conservation Easement, including damages for the loss of natural or scenic resources, water quality, or environmental values, and to require the restoration of the Conservancy Area to the condition that existed prior to any such injury. Any damages recovered shall be applied to the cost of undertaking any corrective action on the Conservancy Area. The parties agree that remedies at law for any violation of the terms of this Conservation Easement are inadequate and that the Grantee and the Grantor shall be entitled to the injunctive relief described in this paragraph, both prohibitive and mandatory, in addition to such other relief to which it may be entitled, including specific performance of the terms of this Conservation Easement, without the necessity of proving either actual damages or the inadequacy or otherwise available legal remedies. If the Grantee or Grantor determine that circumstances require immediate action to prevent or mitigate significant damage to the Conservancy Area or the conservation values, including natural or scenic resources, water quality, or environmental values, the Grantee or Grantor may pursue remedies under this Section without prior notice to the other party, its successors and assigns, or without waiting for the period provided for cure to expire.

3. All notices permitted or required by this Conservation Easement shall be given in writing and shall be considered given upon receipt if hand-delivered to the party or person intended, or a designated successor party, or one business day after deposit with a nationally recognized overnight commercial courier service, air bill prepaid, or two (2) business days after deposit in the United States mail, postage prepaid, by certified mail, return receipt requested, addressed by name and address, to the following:

   - To Grantor: DUG Development LLC. N6967 County Road ES, Elkhorn, Wisconsin 53121
   - To Grantee: City of Burlington c/o City Administrator; 300 N. Pine St.; Burlington, WI 53105

A "business day" for purposes of this Conservation Easement, shall be Monday through Friday, except for any holiday recognized by the state or federal government.

4. The Grantors agree to pay any and all real property taxes and assessments levied by competent authority on the Conservancy Area.

5. The Grantors agree that the terms, conditions, covenants and restrictions set forth in this instrument will be inserted in any subsequent conveyance of any interest in said property. The Grantors agree to notify the Grantee of any such conveyance in writing and by certified mail no later than thirty (30) days before the conveyance.

6. The Grantee may assign or transfer this Conservation Easement and the rights contained herein to any Federal or state agency or qualified private conservation organization for management and enforcement.

7. The terms "Grantors" and "Grantee" as used herein shall be deemed to include, respectively, the Grantors and their heirs, successors, personal representatives, executors and assigns, and the Grantee and its successors and assigns.

8. This Easement may not be modified, amended or terminated except by execution and recording of a written instrument signed by the Grantor, and the Grantee.

9. This Easement may not be modified, amended or terminated except by execution and recording of a written instrument signed by the Grantor, and the Grantee.

10. If any provision or specific application of this Easement is found to be invalid by a court of competent jurisdiction, the remaining provisions or specific applications of this Easement shall remain valid and binding.

11. This Easement shall be governed by and construed under the laws of the State of Wisconsin.

12. This Easement shall be recorded in the office of the Register of Deeds for Racine County.

IN WITNESS THEREOF Grantor and Grantee have caused this instrument to be executed on their respective behalf effective this_____day of_____, 20___.

_____(SEAL)
Grantor

_____(SEAL)
Grantor

STATE OF WISCONSIN)
) ss.
_____COUNTY)

Personally appeared before me this_____day of_____, 20___, the above named ____ _____to me known to be the persons who executed the foregoing instrument and acknowledged the same.

_____
*
Notary Public, State of Wisconsin

My commission (expires) (is) _____

ACCEPTED this_____day of_____, 20___

City of Burlington
Mayor

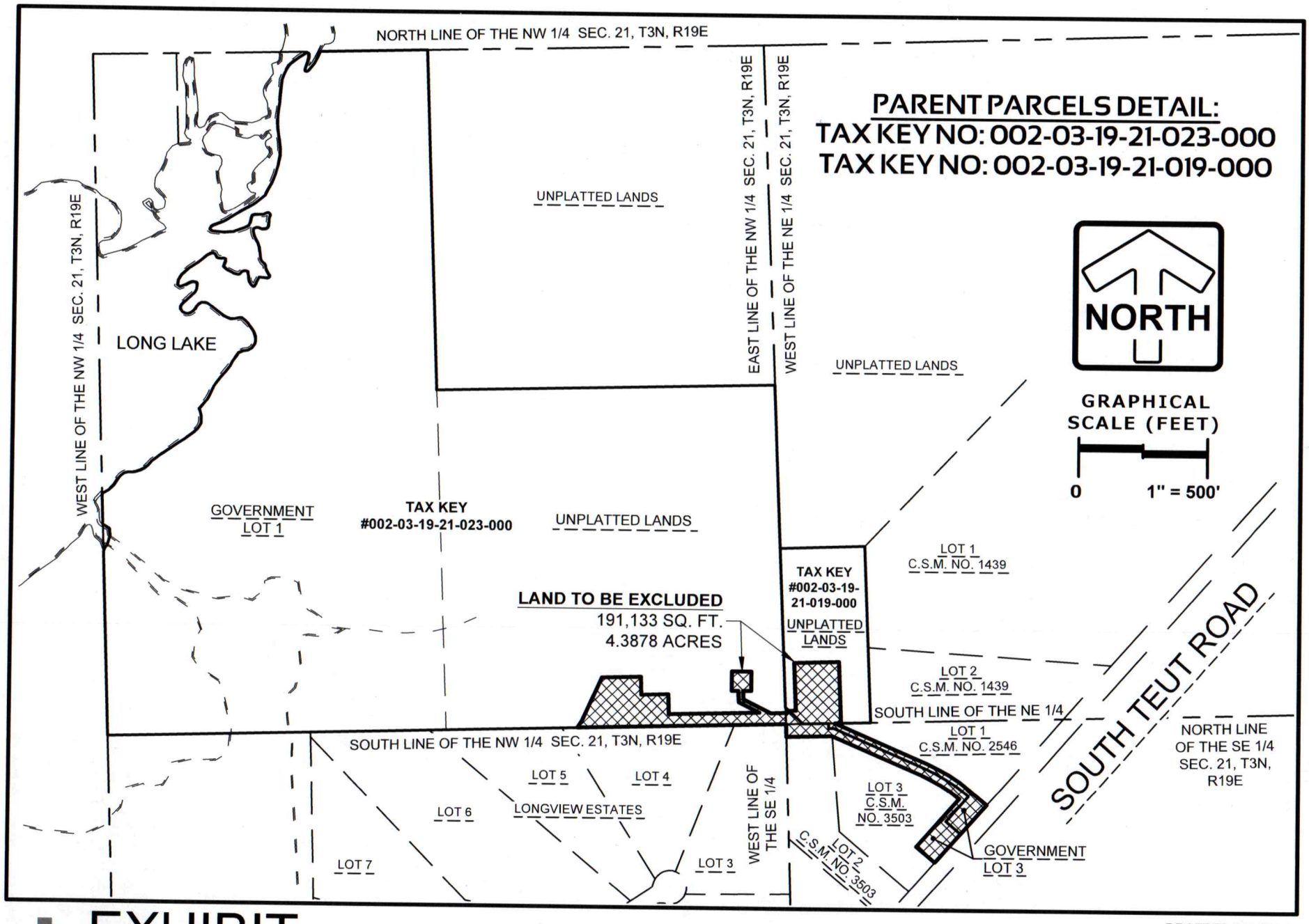
_____(SEAL)
*

STATE OF WISCONSIN)
) ss
RACINE COUNTY)

Personally appeared before me this_____day of_____, 2026, the above named_____to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____
*
Notary Public, State of Wisconsin
My commission (expires

_____(SEAL)



EXHIBIT

SHEET 1 OF 3

DRAFTED BY: ST

09/25/2025

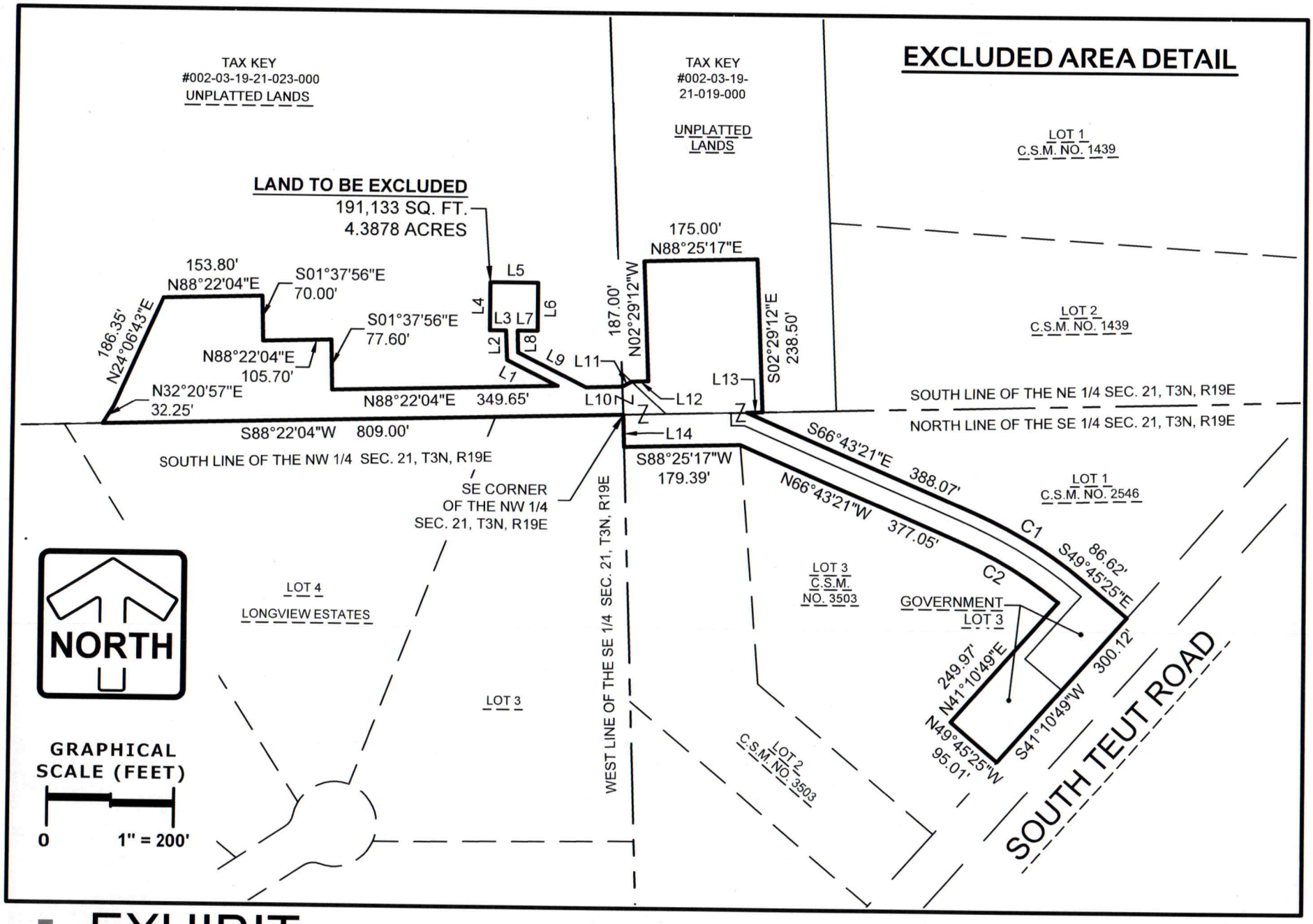
PINNACLE ENGINEERING GROUP

20725 WATERTOWN ROAD | SUITE 100 | BROOKFIELD, WI 53186

WWW.PINNACLE-ENGR.COM

PLAN | DESIGN | DELIVER

PEG JOB#6768.00



EXHIBIT

SHEET 2 OF 3 09/25/2025

PINNACLE ENGINEERING GROUP
20725 WATERTOWN ROAD | SUITE 100 | BROOKFIELD, WI 53186
WWW.PINNACLE-ENGR.COM

PLAN | DESIGN | DELIVER
PEG JOB#6768.00

LEGAL DESCRIPTION:

Being a part of Government Lot 3 in the Southeast 1/4 of Section 21, and part of the Northeast 1/4 and the Northwest 1/4 of Section 21, Township 3 North, Range 19 East, Town of Burlington, Racine County, Wisconsin, described as follows:

Beginning at the southeast corner of the Northwest 1/4 of said Section 21; thence South 88°22'04" West along the south line of said Northwest 1/4, 809.00 feet; thence North 32°20'57" East, 32.25 feet; thence North 24°06'43" East, 186.35 feet; thence North 88°22'04" East, 153.80 feet; thence South 01°37'56" East, 70.00 feet; thence North 88°22'04" East, 105.70 feet; thence South 01°37'56" East, 77.60 feet; thence North 88°22'04" East, 349.65 feet; thence North 63°42'15" West, 88.80 feet; thence North 02°29'12" West, 45.55 feet; thence North 90°00'00" West, 25.00 feet; thence North 00°00'00" East, 75.00 feet; thence North 90°00'00" East, 74.00 feet; thence South 00°00'00" East, 75.00 feet; thence North 90°00'00" West, 30.98 feet; thence South 02°29'12" East, 34.12 feet; thence South 63°42'15" East, 118.51 feet; thence North 88°22'04" East, 56.14 feet; thence North 60°52'33" East, 16.21 feet; thence North 88°25'17" East, 25.51 feet; thence North 02°29'12" West, 187.00 feet; thence North 88°25'17" East, 175.00 feet; thence South 02°29'12" East, 238.50 feet to the south line of the Northeast 1/4 of said Section 21; thence South 88°25'17" West along said south line, 24.10 feet; thence South 66°43'21" East along the south line of Certified Survey Map No. 2546, 388.07 feet to a point on a curve; thence southeasterly 198.53 feet along the arc of said curve to the right and said south line, whose radius is 670.50 feet and whose chord bears South 58°14'23" East, 197.81 feet; thence South 49°45'25" East, 86.62 feet to the west right of way line of South Teut Road; thence South 41°10'49" West along said west right of way line, 300.12 feet to Lot 3 of Certified Survey Map; thence North 49°45'25" West along said Lot 3, 95.01 feet; thence North 41°10'49" East along said Lot 3, 249.97 feet to a point on a curve; thence northwesterly 174.61 feet along the arc of said curve to the left and said Lot 3, whose radius is 620.50 feet and whose chord bears North 58°39'39" West, 174.03 feet; thence North 66°43'21" West along said Lot 3, 377.05 feet; thence South 88°25'17" West along said Lot 3, 179.39 feet to the west line of the Southeast 1/4 of said Section 21; thence North 02°01'15" West along said west line, 50.00 feet to the Point of Beginning.

LINE TABLE		
LINE NO.	BEARING	DISTANCE
L1	N63°42'15"W	88.80'
L2	N02°29'12"W	45.55'
L3	N90°00'00"W	25.00'
L4	N00°00'00"E	75.00'
L5	N90°00'00"E	74.00'
L6	S00°00'00"E	75.00'
L7	N90°00'00"W	30.98'
L8	S02°29'12"E	34.12'
L9	S63°42'15"E	118.51'
L10	N88°22'04"E	56.14'
L11	N60°52'33"E	16.21'
L12	N88°25'17"E	25.51'
L13	S88°25'17"W	24.10'
L14	N02°01'15"W	50.00'

CURVE TABLE				
CURVE NO.	LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C1	198.53'	670.50'	S58°14'23"E	197.81'
C2	174.61'	620.50'	N58°39'39"W	174.03'

PINNACLE ENGINEERING GROUP

20725 WATERTOWN ROAD | SUITE 100 | BROOKFIELD, WI 53186

WWW.PINNACLE-ENGR.COM

PLAN | DESIGN | DELIVER

PEG JOB#6768.00

raSmith
CREATIVITY BEYOND ENGINEERING

R.A. Smith, Inc.
16745 W. Bluemound Road
Brookfield, WI 53005-5938
(262) 781-1000 | rasmith.com

Committee of the Whole Report for November 12, 2026

Applicant:	JR Reesman
Requested Action:	Deed Restriction Removal
Zoning:	A-2, C-1
Location:	Parcel # 002-03-19-21-023-000, Parcel # 002-03-19-21-019-000

Report

The applicant for the subject property has submitted a request to remove the Deed Restriction from a portion of each of the parcels noted above. The Deed Restriction, which was recorded in 2022, stipulated that the two parcels could not be further subdivided to create additional lots. This request would adjust the lot line of Parcel # 002-03-19-21-019-000 and does not explicitly create an additional lot. A portion Lot 1 of C.S.M. No. 2546 (immediately northeast of the subject parcels) would be transferred such that 66 feet in width can be provided off Teut Rd in the event future right-of-way is needed.

Within the remainder of both parcels to the northwest, the applicant wishes to establish a conservation easement. The purpose for establishment of this easement stems from a Southeast Wisconsin Regional Planning Commission (SEWRPC) compensatory requirement from a disturbance to a primary environmental corridor within a separate development in the City of Burlington. A conservation easement within these two parcels would satisfy the compensatory requirement imposed upon the applicant by SEWRPC.

To the west and southwest of Parcel 002-03-19-21-023-000 are bodies of water (Long Lake, tributary to Fox River). Mapped wetlands and regulatory floodplains extend east from these bodies of water into the subject parcels all the way to the east parcel lines. Due to the presence of wetlands and floodplain, there is only a small portion of developable area within these two parcels, as signified by the approximate 4.4-acre space excluded from the conservation easement. Future development within the remainder of these two parcels is unlikely to ever occur – the costs of the wetland disturbance and/or compensatory flood storage are likely to exceed any return on investment of development. The proposed 66 feet would provide adequate right-of-way space, should the Town ever desire to extend public right-of-way into the developable space in these two parcels.

Staff Recommendation:

Per the discretion of the Committee.

Robert Wielgos, P.E.
November 2, 2026

Building a Better World for All of Us®

TOWN OF BURLINGTON COMMITTEE OF THE WHOLE

TO: Plan Commission
FROM: Bryce Hembrook, AICP
Town Planner
REPORT DATE: November 5, 2026
PC MEETING DATE: November 12, 2026

RE: **Reesman – Deed Restriction Removal Request**
SEH No. 188914, TASK 8

Applicant: JR Reesman
Property Owner: Dug Development, LLC
Request: Removal of Deed Restriction
Location: 1080 Teut Road (PIN 002-03-19-21-023-000 & 002-03-19-21-019-000)
Land Use Plan: Primary Environmental Corridor & Residential-Unsewered (1.5 acres to 4.99 acres per dwelling unit).
Existing Zoning: A-2 General Farming District II

The following report is provided to the Committee for cursory review prior to action. Specifics relating to the submitted documents of this application may be referenced in the packet.

Background

In 2022, the property owner divided their land on South Teut Road through a certified survey map. The Planning & Zoning Committee approved the land division on March 10, 2022 after discussing a neighbor's concern about driveway placement on Teut Road and a Committee member's concern about future development of a neighboring lot. Approval was conditioned on the owners mutually granting 50-foot access easements to the 3.83-acre and 7.08-acre buildable areas and on a deed restriction limiting driveways along Teut Road near Walton Road. That condition was carried out through a Declaration of Restriction. Because the shared driveway for the "5 Acre Parcel" (PIN 002-03-19-21-019-000) and the "Remnant Parcel" (PIN 002-03-19-21-023-000) does not meet Town road standards, the Declaration prohibits further subdivision of either parcel to create new lots. It may be amended only by a writing executed by the owner and the Town.

The applicant, JR Reesman, is now requesting removal of the Declaration. The request is tied to a conservation easement that Dug Development will grant to the City of Burlington as off-site mitigation for Primary Environmental Corridor impacts from the Hughes Property industrial park expansion in the City (PEC Compensation Site Plan, Heartland Ecological Group, July 7, 2025). The easement will permanently protect most of the approximately 105.5-acre site and prohibits buildings, roads, and agricultural use within it. Most of the protected land is floodplain, wetland, and environmental corridor associated with Long Lake.

A 4.39-acre area, including the driveway access from South Teut Road, is excluded from the easement. The applicant intends to use this area for access to the tower and to continue to use for agricultural purposes. In order to widen the corridor to 66 feet, the applicant proposes transferring a 16-foot-wide strip (10,535 sq. ft.) from Lot 1 (CSM No. 2546) which he also owns, to the 5 Acre Parcel (Attachment 3). The 5 Acre Parcel would increase from 5.69 to 5.94 acres and Lot 1 would decrease from 3.06 to approximately 2.82 acres.

Staff Analysis

It is unclear why the applicant is requesting full removal of the Declaration, as removal does not appear necessary to accomplish the conservation easement or the lot line adjustment. Both could proceed with the Declaration in place, amended to reflect the new boundary. The restriction was put in place in 2022 because the shared driveway did not provide the 66-foot-wide access expected for a potential Town road, if needed. With the proposed lot line adjustment, a 66-foot-wide corridor to Teut Road will now be available, which addresses the original basis for the restriction and could accommodate a future road extension, if needed. The applicant has not proposed any further division, and any future land division would be subject to Town and Racine County review.

To my knowledge, the Declaration prohibits only the creation of new lots. It does not prohibit recording a conservation easement on either parcel, and it does not prohibit adjusting the parcel boundaries. The Town's approval is needed here only because the applicant is requesting to remove the deed restriction.

From a planning standpoint this is a lot line adjustment with no change in use, and it appears to meet code. Both parcels would remain well above minimum lot area. One item to note is that the new property line proposed moves the south line of Lot 1 (CSM No. 2546, parcel adjacent to subject parcels), 16 feet closer to the accessory structure on that lot. Staff recommends the applicant's surveyor confirm that the adjusted line does not place that structure, or any other structure, within a required setback under the Racine County Zoning Ordinance.

Committee Options

The Commission can make the following recommendations:

1. Approval of the request as submitted.
2. Approval with conditions.
3. Denial of the request with justification stated by the Committee.
4. Table the request for further study.

Recommendation

Per the discretion of the Committee.

If the Committee recommends approval, staff recommends considering requiring the following conditions:

1. The applicant's surveyor shall confirm in writing that the adjusted lot line does not create a nonconformity with the accessory structure, or any other structure, on Lot 1 of CSM No. 2546.
2. The applicant shall obtain any required Racine County approval for the lot line adjustment, if any.
3. Any additional conditions required by the Town Engineer, Town Attorney, or other applicable approving authorities shall be satisfied prior to recording.

Award Recommendation – Fish Hatchery Road Engineering Services

Recommendation

Staff recommends awarding engineering services for the Fish Hatchery Road Rehabilitation Project to R.A. Smith, Inc. (raSmith) on a time-and-materials, not-to-exceed basis of $103,660 for the base scope. Three optional services (iron pipe survey, wetland delineation and FEMA Letter of Map Revision) are excluded from this award and would be added only by written amendment, and only if the conditions below are met. raSmith submitted the only proposal.

Background

WisDOT notified the Town on April 14, 2026 of a 2026-27 Local Roads Improvement Program (LRIP) award for rehabilitating Fish Hatchery Road from Clarence Street to McHenry Street (CTH P), about 1.75 miles. The work includes pulverizing and overlaying the roadway, replacing the Spring Brook box culvert, and possible curb and gutter repair. The culvert sits in a wetland area and the FEMA 100-year floodplain, so design requires a WDNR GP2 permit. Construction is planned for the 2027 season. The State Municipal Agreement (SMA 19695, April 26, 2026) approves $832,848.73 in LRIP funding against estimated total costs of $1,669,704.75, which include $110,000 for engineering.

Solicitation and response

The Town issued a Request for Proposals on September 24, 2026, open to any qualified firm, with questions due October 8 and proposals due 4:00 PM CT on October 22, 2026. One proposal was received, from raSmith, dated October 22, 2026.

Base scope and fee

The recommended award covers five tasks for a not-to-exceed total of $103,660, including the NOI, the Racine County detour permit and coordination of pavement cores.

Task (RFP letter)	Fee
Topographic survey (A)	$26,997
Roadway engineering (C)	$29,221
Spring Brook culvert crossing engineering (D)	$14,006
Plans, specifications and estimates (F)	$27,040
Utility coordination, bidding administration and additional permitting (G)	$6,396
Base total	**$103,660**

Optional services excluded

None of the three optional services is authorized by this award. Each would be added only by written amendment approved by the Town, and only if its condition is met.

Optional service	Fee if added	Why excluded	Added only if
Iron pipe search and right-of-way computations (Task A add-on)	$3,992	Right-of-way is established from GIS records, and design is expected to stay close to the road.	Design needs grading or slopes outside the 66-foot right-of-way, a boundary question arises, or the Town requests it.
Wetland delineation (Task B)	$3,048	Disturbance at the culvert is expected to stay under 10,000 square feet, and the Town can ask WDNR for an informal boundary.	WDNR requires a delineation for the GP2 permit, or design disturbance cannot stay under the threshold. Spring certification (about mid-April) would compress the April 15 advertisement date.
FEMA Letter of Map Revision (Task E)	$7,980, plus an $8,000 FEMA review fee paid by the Town	The culvert is required to be designed with no increase in base flood elevation.	The post-project model shows a change from regulatory flood elevations, or WDNR or FEMA requires a LOMR.

Budget considerations

The committed engineering cost is $103,660. If all three optional services were triggered, the added cost would be $23,020 ($15,020 in raSmith fees plus the $8,000 FEMA fee), for a maximum of $126,680. Staff recommends holding the $23,020 as a contingency rather than committing it. The SMA estimates engineering at $110,000, so the base fee fits; the maximum case of $118,680 in raSmith fees would exceed that estimate by $8,680, before the FEMA fee. LRIP reimburses up to 50% of eligible costs, capped at the approved $832,848.73, and pays only after the project is complete, so the Town carries engineering costs until then.

Items to finalize before execution

- Written statement in the agreement that optional tasks need a signed amendment before work starts.
- Written confirmation from raSmith that the culvert will be designed for no increase in base flood elevation, and that the hydraulic modeling hours are firm.
- Board discussion of raSmith serving as both Town Engineer and designer on this project.

Suggested motion

Motion to award professional engineering services for the Fish Hatchery Road Rehabilitation Project to R.A. Smith, Inc. for the base scope at a time-and-materials, not-to-exceed fee of $103,660. The optional iron pipe survey, wetland delineation and FEMA Letter of Map Revision services are excluded and may be added only by written amendment approved by the Town. Authorize execution of a professional services agreement to be approved by the Town Attorney.

October 22, 2026

raSmith

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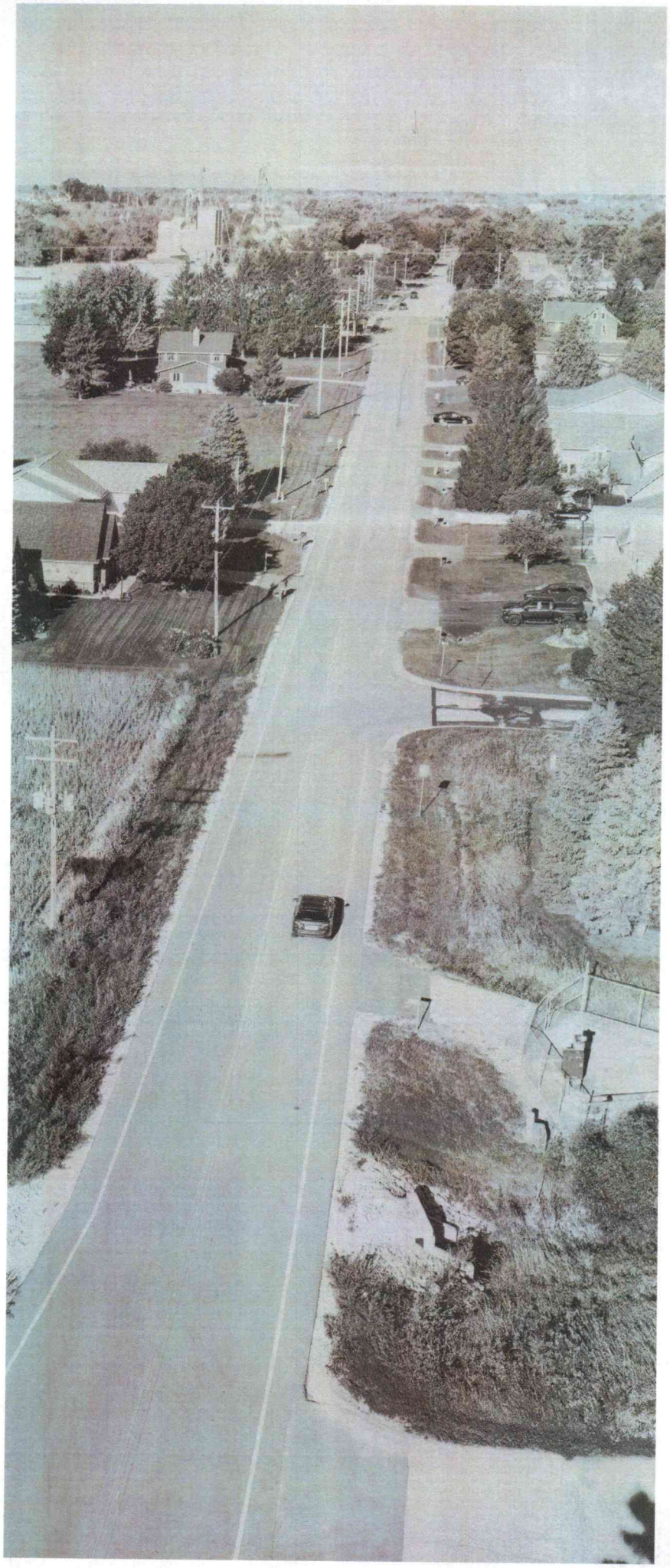
Professional Engineering Services:

Town of Burlington

Fish Hatchery Road Rehabilitation Project

(262) 781-1000
rasmith.com

N70W5185 Columbia Road,Suite 200
Cedarburg, WI 53012-2074



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Cover Letter

October 22, 2026

Ms. Rachel Naber
Town Administrator
Town of Burlington
32288 Bushnell Road
Burlington, WI 53105

raSmith
CREATIVITY BEYOND ENGINEERING

N70W5185 Columbia Road, Suite 200
Cedarburg, WI 53012-2074
www.rasmith.com

RE: Request for Proposals | Professional Engineering Services
Town of Burlington | Fish Hatchery Road Rehabilitation Project

Dear Ms. Naber:

raSmith is pleased to submit this proposal for professional engineering services for the Fish Hatchery Road Rehabilitation project in the town of Burlington. We appreciate the opportunity to partner with the Town on this important investment in local transportation infrastructure. Our team understands the project's objectives, including roadway rehabilitation, Spring Brook culvert improvements, regulatory coordination, and development of bidding documents that position the Town for a successful project delivery.

Extensive Experience

raSmith's municipal services division only serves local municipalities, so all staff are sensitive to the needs of communities. We are knowledgeable and trusted in the industry. Our team includes experienced engineers, technicians, and specialists who have successfully completed roadway rehabilitation, culvert replacement, stormwater management, and transportation improvement projects similar to those identified for Fish Hatchery Road. This depth of experience allows us to assign the appropriate team member to each project task and provide responsive service throughout design and bidding.

As the Town Engineer for over four years, we have established a trusted working relationship with the Town and its staff and gained valuable insight into the community's needs and objectives. This experience positions our team as the best partner to deliver a project that aligns with and advances the Town's goals.

Project Understanding and Approach

We understand that Fish Hatchery Road presents unique design considerations, including the Spring Brook crossing, adjacent wetlands, floodplain constraints, and coordination with regulatory agencies. Our approach is to work closely with Town staff to identify practical, cost-effective solutions while maintaining the project schedule and addressing permitting and design challenges early in the process. raSmith understands the scope of services desired and has provided similar services for our community clients.

Staff Availability

The team proposed for this project has extensive experience delivering similar municipal roadway improvements and are available to begin work immediately. raSmith has the staff resources and technical expertise necessary to meet the Town's schedule while providing responsive service throughout survey, design, permitting, bidding, and construction-related support activities.

Thank you for your consideration of our proposal. We are excited about the opportunity to assist the Town of Burlington with the Fish Hatchery Road Rehabilitation Project and are confident our team can deliver a successful project that meets the Town's goals and expectations.

Sincerely,
raSmith

Robert Wielgos

Robert Wielgos, P.E.
Project Manager
(262) 901-2216
robert.wielgos@rasmith.com

Firm Qualifications

raSmith is a multi-disciplinary engineering consulting firm established in the city of Brookfield, Wisconsin, in 1978. raSmith was founded by Richard A. Smith, M.S., P.E., F.ASCE. Richard A. Smith Jr., P.E., (Ricky) is the second-generation owner and leads the firm as president. Our services include civil engineering, structural engineering, transportation and traffic, land surveying, geographic information systems (GIS), development management, landscape architecture, ecological services, construction services, LiDAR (3D laser scanning), and UAS (unmanned aircraft systems). We work on projects nationwide from our six locations in Wisconsin, Illinois, and California. The firm employs a staff of 220.



Marietta Avenue | Ixonia, WI

Our Services

Cold-Formed Steel Engineering
Construction Inspection/Management
Development Management
Ecological
Floodplain Management
GIS (Geographic Information Systems)
Grant Writing
Hydrographic Surveying
Land Surveying
Landscape Architecture
LiDAR (3D Laser Scanning)
Municipal Engineering
Park Master Planning
Real Estate Acquisition
Site Design
Stormwater Management
Structural Engineering
Tilt-Up Design
Traffic Engineering
Transportation Engineering
UAS (Unmanned Aircraft Systems)
Water/Wastewater Engineering

Locations

Wisconsin:
Brookfield
Appleton
Cedarburg
Madison

Illinois:
Naperville

California:
Irvine

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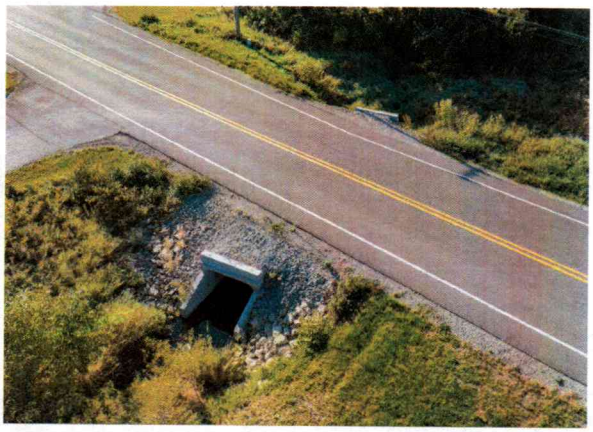
Relevant Experience







Marietta Avenue Rehabilitation

Ixonia, WI

A 2024-2025 Town Road Improvement Program – Supplemental (TRIP-S) project, the Town of Ixonia retained raSmith to prepare design and plans for Marietta Avenue from CTH F to River Valley Road. As one of the main roads within the Town providing access to Town Hall, multi-family residential, single-family residential, and commercial properties, Marietta Avenue had reached the point of severe pavement deterioration and a relatively high crash rate. Additionally, the existing cast-in-place structure conveying an unnamed waterway midway through the project was near the end of its useful life.

raSmith assisted the Town in securing $437,500 in LRIP funding for this project which was utilized for replacement of the old structure to a 7' x 6' pre-cast concrete box culvert; roadway widening and rehabilitation which consisted of edge excavation for widening, milling, and concrete base cracking & seating; and drainage improvements associated with the roadway widening. Coordination with the DNR was also incorporated into the design of the pre-cast box culvert, as well as coordination with WisDOT for detouring of traffic alongside the ongoing STH 16 construction nearby the site.

The project was substantially completed in the fall of 2025, and final completion was achieved in the summer of 2026.

Client
Town of Ixonia

Project Team
Robert Wielgos, P.E.
Mike Keller, P.E.
Liam Cimaglia

Contact:
Ben Degner
Highway Superintendent/
Public Works Director
Town of Ixonia
(920) 261-2406
bdegner@townofixonia.wi.gov

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Relevant Experience







Highway Cross Culvert Replacement Program

Kenosha County, WI

Kenosha County retained raSmith to prepare design recommendations and plans for the Highway Cross Culvert Replacement Program at multiple locations within the County. Within the most recent program, three culvert sites were chosen for solicitation of contractor bids, while the other eight locations were chosen to be completed by County forces.

Specific to the three contractor-installed crossings, the work consisted of the replacement of existing dual 60-inch CMP culverts with dual 60-inch RCP culverts (CTH X), replacement of an existing 72-inch CMP culvert with a 8' x 5' reinforced box culvert (CTH Z), and replacement of an existing 72" x 60" CMP arch with a 58" x 91" horizontal elliptical RCP (CTH A). Within the CTH X site, the dual culverts were located within the 100-year floodway, which necessitated a Hydraulic & Hydrologic (H&H) model and report. The CTH X culverts also consisted of guardrail replacement and slope grading to DOT standards.

All three culvert sites required coordination and permitting with the DNR, which raSmith facilitated and helped to secure. At the CTH Z culvert, the roadway was also reconstructed to improve a substandard vertical curve. The construction of the project was completed in the summer/fall of 2026.

Client
Kenosha County

Project Team
Robert Wielgos, P.E.
Mike Keller, P.E.
Ryan Mann

Contacts:
Greg Boldt
Director of Highways – Highway Commissioner
(262) 653-1872
Gregory.Boldt@kenoshacountywi.gov

Doug Coeur
Senior Transportation Engineer
(262) 857-1859
Douglas.Coeur@kenoshacountywi.gov

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Relevant Experience







Lisbon Road Rehabilitation

Brookfield, WI

The City of Brookfield has a master plan consisting of a shared-use path along Lisbon Road from Hampton Rd (CTH K) to 124th Street. The poor pavement condition of the approximately 10,000 vehicle per day Lisbon Road corridor from Lilly Road to 124th Street also prompted the City to incorporate pavement improvements into the project.

raSmith was retained to design the path and roadway in 2023 and 2024. The design consisted of a 6-foot wide shared use path along the southwest side of the roadway and necessitated drainage improvements. Approximately 1,200 linear feet of varied size storm sewer were incorporated, along with 20 drainage structures. The roadway was designed as a full-depth reclamation, consisting of cementitious additives to the subgrade.

Additionally, the design of the path required coordination with the DNR due to wetland disturbance in three locations, pedestrian improvements at the intersection of Lisbon and 124th, replacement of the existing 60-inch enclosure pipe, roadway widening to accommodate high-turning movements near the existing Milwaukee Tool Headquarters, and close coordination with residents along the corridor that were being impacted.

Client
City of Brookfield

Project Team
Jason Feucht, P.E.
Robert Wielgos, P.E.
Mike Keller, P.E.

Contact:
Dan Erickson, P.E.
City Engineer
City of Brookfield
(262) 787-3539
ericksond@ci.brookfield.wi.us

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Project Team



Robert Wielgos, P.E.

Project Manager

Robert has more than 11 years of experience in project engineering, roadway and utility design, stormwater management, municipal engineering, and agency permitting. As project manager, he has led projects ranging from roadway reconstruction and water main upgrades to sanitary sewer systems, drainage improvements, and stormwater management. He combines practical design expertise with a commitment to cost-effective solutions that meet community needs. He currently serves as the Town Engineer for the Town of Ixonia, Town of Burlington, and Town of Wheatland.

Education

B.S. Civil Engineering, Marquette University, 2015

Professional Registration

Professional Engineer: WI

Professional Affiliations

American Public Works Association (APWA)

2021 APWA Emerging Leaders Academy Member

Project Experience

- Marietta Avenue Rehabilitation, Town of Ixonia, WI
- Highway Cross Culverts Replacement Projects, Kenosha County, WI
- Lisbon Road Rehabilitation/Lisbon Road and 124th Intersection Improvements, Brookfield, WI
- Fellows Road Reconstruction, Village of Genoa City, WI
- CTH EM Resurfacing Project, State Line Road to CTH Z, Kenosha County, WI
- 16th Street Reconstruction, Oakes Road to Green Bay Road, Village of Mount Pleasant, WI
- Rawson Avenue Pedestrian Improvements, City of South Milwaukee, WI
- Oakes Road Reconstruction, 16th Street to Washington Avenue, Village of Mount Pleasant, WI
- Wisconsin and Booth Street Reconstruction, Village of Genoa City, WI



Mike Keller, P.E.

Lead Roadway Designer

Mike joined raSmith in 2022 in the firm's rotational engineer program and has worked in the firm's municipal services division since 2023. He has provided technical design on a variety of projects including roadway reconstructions, drainage improvements, storm sewer, storm water management, sanitary sewer, water main, and site developments.

Education

B.S. Civil Engineering, Marquette University, 2022

Professional Registration

Licensed Engineer: WI

Professional Affiliations

American Society of Civil Engineers (ASCE) Member

Project Experience

- Marietta Avenue Rehabilitation, Town of Ixonia, WI
- Lisbon Road Rehabilitation/Lisbon Road and 124th Intersection Improvements, Brookfield, WI
- Fellows Road Reconstruction, Village of Genoa City, WI
- Wisconsin and Booth Streets Reconstruction, Genoa City, WI
- CTH EM Resurfacing Project, State Line Road to CTH Z, Kenosha County, WI
- Village of Mount Pleasant Paving Program, Mount Pleasant, WI
- Village of Greendale Street Program Engineering, Greendale, WI
- Village of Sturtevant Streets Program, Sturtevant, WI
- Village of Darien Streets Program, Darien, WI
- Village of Hales Corners Roadway Program, Hales Corners, WI
- 97th Street Reconstruction, Pleasant Prairie, WI
- 84th Street Improvements, Sturtevant, WI
- CTH L Road Rehabilitation, Kenosha, WI
- South Kenosha Water Relay & Road Rehabilitation Program, Kenosha County, WI

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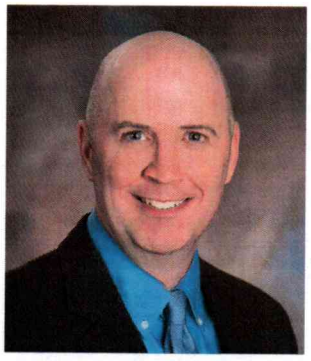
Project Team



Brad Hartjes, P.E., CFM

Lead Hydraulic Design

Brad has more than 32 years of civil engineering experience, specializing in municipal engineering, water resources, and stormwater management. His expertise spans hydrologic and hydraulic analysis, watershed studies, flood control, and site development for both the public and private sectors. Committed to quality and responsiveness, Brad leverages his broad background to deliver cost-effective, practical solutions that guide clients through complex challenges and ensure successful outcomes for their communities.

Education

B.S. Civil Engineering, University of Wisconsin–Platteville, 1994

Professional Registrations

Professional Engineer: WI, IL

Certifications

Certified Floodplain Manager, Association of State Floodplain Managers

Professional Affiliations

NorthEast Wisconsin Stormwater Consortium (NEWSC) – Building and Development Committee

Wisconsin Association for Floodplain, Stormwater, and Coastal Management (WAFSCM) - Member

Project Experience

- Stormwater and Erosion and Sediment Control Review, City of Appleton, WI
- Phase IV Public Works Expansion, City of Kaukauna, WI
- Stormwater Management Planning Committee Consulting Services, Will County, IL
- Southpoint Commerce Park Expansion, City of Appleton, WI
- French Road Urbanization, City of Appleton, WI
- Drainage Study, City of Green Bay, Green Bay, WI
- Drainage Study, Village of Fox Crossing, Fox Crossing, WI
- Fiesta Lane Drainage Study, City of Mequon, WI
- Potter Road and 109th Street Storm Sewer Improvements, City of Wauwatosa, WI
- Addison Creek Flood Control Reservoir, MWRDGC, Bellwood, IL
- Flood Mitigation Study, Village of River Forest, IL
- Sewer Separation Evaluation, Village of Forest Park, IL
- Stormwater Management Plan, Village of Harwood Heights, IL



Kadi Czaplewski, P.L.S., CFS

Lead Surveyor

Kadi has eight years of experience in drafting and surveying. She is skilled at developing solutions for clients to facilitate the successful completion of roadway, industrial, residential, and retail projects. Additionally, Kadi is proficient in Civil 3D, AutoCAD, and Microstation.

Education

B.S. in Surveying and Geomatics Engineering Technology, Idaho State University, 2026

Associate Degree, Civil Engineering Technology, Milwaukee Area Technical College, 2015

Professional Registration

Professional Land Surveyor: WI

Certification

Certified Floodplain Surveyor, National Society of Professional Surveyors and Tennessee Association of Professional Surveyors

Project Experience

- Clover Drive Bridge Replacement, Sussex, WI
- County EM Resurfacing Project, Kenosha, WI
- Discount Tire, Multiple Sites
- Dollar General Store, Salem Lakes, WI
- Frame Park, Waukesha, WI
- Holy Hill Road Reconstruction, Germantown, WI
- Goodwill, Burbank, IL
- Hartford Road Reconstruction, Slinger, WI
- High Bluff at Creekwood Crossing, Menomonee Falls, WI
- Ixonia 2022 Road Program, Ixonia, WI
- Morning Meadows Subdivision, Franklin, WI
- Muskrat Road Industrial Expansion, Portage, WI
- Olympia Fields Multi-Family Project, Oconomowoc, WI
- Pabst Farms General Surveying, Oconomowoc, WI
- Peshtigo Middle School and High School Addition/ Renovation, Peshtigo, WI

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Project Team



Ryan Mann

Lead Quality Control

Ryan brings over 22 years of expertise in construction inspection; municipal and transportation design for storm and sanitary sewers, water mains, and roadways; and site planning for private developments. His construction monitoring role for many of the projects he's designed gives him a valuable perspective on design and construction practices. Ryan's proactive approach ensures smooth, safe operations through real-time problem-solving and clear communication with contractors and clients to attain project goals.

Education

Associate Degree in Civil Engineering, Moraine Park Technical College

Professional Certification

PCCTec I/IA

Software

AutoCAD Civil 3D

Project Experience

- Birchwood Reserve Subdivision, Town of Burlington, WI
- Village of Butler Paving Program, Butler, WI
- Village of Hales Corners Paving Program, Hales Corners, WI
- Road Reconstruction and Utility Replacement Project, Village of Pewaukee, WI
- Beres Road Reconstruction, City of New Berlin, WI
- Hillside Road, Village of Slinger, WI
- Bay Lane Road Reconstruction, City of Muskego, WI
- Pioneer Drive Reconstruction Project, City of Muskego, WI
- S. Kingan Avenue, City of St. Francis, WI
- S. Kansas Avenue, City of St. Francis, WI
- West Drexel Avenue, Oak Creek, WI
- Calhoun Road, Brookfield, WI



Erica Pergande, PWS

Wetland Delineation

Erica has more than 26 years of ecological and regulatory experience, specializing in wetland delineation, permitting, and natural resource assessments. As a WDNR Assured Wetland Delineator, she supports projects with NEPA documentation, environmental permitting, vegetation and rare species surveys, functional value assessments, plant community mapping, and wetland delineations that meet state and federal requirements. She helps clients navigate environmental constraints while keeping projects moving forward.

Education

B.S. Natural Resource Conservation, Carroll College, Waukesha, WI

A.S. Environmental Conservation and Pollution Control, Milwaukee Area Technical College, Mequon, WI

Certifications

Assured Wetland Delineator, Wisconsin Department of Natural Resources

Professional Wetland Scientist (PWS), Society of Wetland Scientists

OSHA 10 Hour Construction (2016)

Project Experience

WDNR Assured Wetland Delineations

Completed WDNR Assured Wetland Delineations in accordance with the 1987 U.S. Army Corps of Engineers Wetland Delineation Manual, Regional Supplement, and 2015 WDNR/USACE guidance. Wetland boundaries were flagged in the field and surveyed using a handheld Trimble GPS with sub-meter accuracy. Following the site investigation, a wetland delineation report summarizing field findings was prepared and submitted to the appropriate regulatory agencies.

- Wisconsin Shower Door, Village of Menomonee Falls, WI
- Sheboygan Water Tower No. 3, Town of Sheboygan, WI
- Heiliger Huegel Ski Club, Village of Richfield, WI
- Swartz Tree Farm, City of Kenosha, WI
- Kletzsch Dam Fish Passage and Scenic Overlook, City of Glendale, WI
- 500 W. Forest Hill Ave, City of Oak Creek, WI
- CTH VV WB Bridge over Menomonee River, Village of Butler, WI

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Project Understanding and Approach

Project Understanding

The Town of Burlington plans to rehabilitate Fish Hatchery Road from Clarance Street to McHenry Street (CTH P), an approximate total of 1.75 miles. The major components of the project will consist of roadway pulverizing, replacement of an existing 3-foot x 5-foot box culvert at the Spring Brook Crossing within the John Margis Jr. Wildlife Area, possible curb & gutter replacements, asphalt overlay, and roadway shouldering.

It is understood that the Town is seeking design recommendations and construction documents for the implementation of the aforementioned project components, and that construction of this project is anticipated in 2027. It is further understood that the Town was awarded funding of this project through the Wisconsin Department of Transportation Local Road Improvement Program's (LRIP) most recent funding cycle.

Project Approach

Our approach identifies seven main tasks:

A. Topographic Survey
B. Wetland Delineation (Contingent Additive Service)
C. Roadway Engineering
D. Spring Brook Culvert Crossing Engineering
E. FEMA Letter of Map Revision (Contingent Additive Service)
F. Project Plans, Specifications & Estimates
G. Utility Coordination, Bidding Administration, & Additional Permitting

Each task is described in more detail below. The fees section of the proposal assigns hours and hourly rates associated with each of the seven tasks. raSmith has the expertise to perform all these tasks in-house. With the exception of a geotechnical engineer as requested by the Town, we do not anticipate any involvement from additional subconsultants for any of the proposed services.

Task A – Topographic Survey

raSmith will conduct a base topographic survey of Fish Hatchery Road from Clarance Street to McHenry Street (CTH P). Survey limits will consist of the full right-of-way width (66 feet); 50 feet past the pavement radii on side streets; and approximately 200 feet both upstream and downstream of the Spring Brook culvert crossing located approximately 700 feet southeast of Franklin Street.

We will collect topography points every 50 feet along the roadway at the roadway centerline, roadway edges, shoulder edges, curb & gutter, and ditches; visible iron pipe property corners; utilities marked by Diggers Hotline and visible in the field; individual trees 12" or greater in diameter; and all other facilities present including but not limited to driveways, culverts, fences, vegetation, and landscaping.



Highway Cross Culvert Replacement Program | Kenosha County, WI

As an optional add-on service, we will conduct iron pipe searches for property corners not visible and will conduct right-of-way computations to establish accurate right-of-way within the corridor.

Task B – Wetland Delineation (Contingent Additive Service)

As an optional add-on service, raSmith will conduct a wetland delineation of the anticipated work area of the Spring Brook box culvert, located approximately 700 feet southeast of Franklin Street. The anticipated study area will consist of an approximately 40-foot wide area whose length is equal to the length of the culvert plus an additional 25 feet past the culvert ends on both upstream and downstream sides.

The wetland delineation will be completed in accordance with the 1987 U.S. Army Corps of Engineers Wetland Delineation Manual, the applicable Regional Supplement, and current WDNR and USACE guidance. Field investigations will evaluate vegetation, soils, and hydrology to determine the presence and extent of wetlands within the project corridor.

Special attention will be given to:

- Areas mapped on the Wisconsin Wetland Inventory
- Roadside ditch and swale systems
- Wetland connections associated with Bohner Lake and adjacent lowlands
- The existing box culvert area adjacent to the John Margis Jr. Wildlife Area
- Potential wetland impacts associated with anticipated ditching or slope grading activities

raSmith
CREATIVITY BEYOND ENGINEERING

Project Understanding and Approach

Wetland boundaries will be flagged in the field and mapped using GPS equipment suitable for design integration. Following completion of fieldwork, raSmith will prepare a wetland delineation report documenting methods, representative data points, photographs, figures, and wetland/upland determinations. Digital wetland boundary linework will also be provided for incorporation into survey and design plans.

Some wetland delineation work can be conducted outside growing season; however, the delineation cannot be certified until growing season picks back up again (typically mid-April). If authorized to conduct this task, we will work with the Town and the DNR on timing and certification requirements, respectively. We will coordinate with the DNR early in the project to understand wetland requirements as they relate to the proposed culvert crossing at Spring Brook.

Task C – Roadway Engineering

raSmith will design the roadway horizontal and vertical geometry based off existing conditions. It is understood that the existing roadway typical section consists of two, 11-foot lanes, 2-foot paved shoulders, and 2-foot gravel shoulders. The proposed roadway typical section is also anticipated to consist of two, 11-foot lanes, 2-foot paved shoulders, and 2-foot gravel shoulders.

It is understood that the roadway will be pulverized and overlayed. As part of the scope of services, we will design a proposed roadway profile that will generally mimic the existing profile and look to improve roadway curvature, where applicable. The proposed profile is anticipated to match the existing profile along segments of roadway where there is existing curb & gutter and where the 100-year regulatory floodplain exists. Within all other areas, we will work with the Town to establish a proposed profile that balances added pavement strength, drainage, driveway and shoulder sloping, and roadway vertical curvature.

We will conduct a field investigation to inspect the existing curb and gutter along Fish Hatchery Road. Curb and gutter replacement segments will be identified by raSmith staff for inclusion in the plans used for bidding. A total length of curb and gutter replacement is necessary to develop a quantity for bidding purposes, with actual limits defined prior to construction activity. Only curb and gutter that needs significant repair will be included in the project. Any curb and gutter segments in question will be reviewed with Town staff prior to inclusion in the project during construction.

It is understood that the Town desires pavement cores along Fish Hatchery Road. While this is not a service raSmith provides directly, we will coordinate delivery of pavement cores by assisting the Town with the following: solicitation of the pavement core work to various geotechnical engineering companies with which we have established relationships; coordinate the locations, number, and depth of cores along the project; stake out/mark the core locations in the field; define the scope of the geotechnical recommendations to be provided to the Town; and incorporate geotechnical recommendations into the proposed design and plans.

Task D – Spring Brook Culvert Crossing Engineering

It is anticipated that the replacement of the Spring Brook culvert crossing will necessitate regulatory approval from the Wisconsin Department of Natural Resources (WDNR) due to the culvert being located within a wetland waterway area. Additionally, the existing culvert is located within the 100-year regulatory floodplain per latest FEMA maps. Therefore, raSmith will prepare documentation to submit to the WDNR for a GP2 permit. Documentation will include:

1. Hydrologic & Hydraulic (H&H) Report. We will build off the regulatory HEC-2 model to evaluate the impacts of a proposed culvert crossing by creating a Duplicate Effective Model, Corrected Effective Model, and Post-Project Model consistent with NR 116 and FEMA guidelines. The crossing will be designed to avoid any increase in the base flood elevation. A Letter of Map Revision (LOMR) may be required if stages differ enough from the regulatory floodplain elevations. The modeling efforts will include an evaluation of no more than five proposed crossings.
2. Culvert Plan & Profile. Design plan for the proposed culvert based off the H&H Report. Culvert Plan & Profile will include detailed culvert design information, erosion control, and will be included in the overall project plans.
3. Miscellaneous GP2 permit application materials such as site photos, alternatives analysis narrative, permit checklist, and DNR form 3500-053 as required by the WDNR.

Task E – FEMA Letter of Map Revision (Contingent Additive Service)

If a Letter of Map Revision (LOMR) is deemed necessary by the results of the Spring Brook culvert design, raSmith will prepare all documentation and submit the application to FEMA. raSmith will work with FEMA to address any review comments. It is assumed that a Conditional Letter of Map Revision (CLOMR) will not be required. The $8,000 application fee will be paid by the Town and is not included in the professional fees. It is expected that the LOMR will take 9-12 months to complete but will not preclude construction activities while awaiting approval. As-built information will need to be collected for the new structure to support the FEMA submittal and is included in the scope of services.

Project Understanding and Approach

Task F – Project Plans, Specifications, & Estimates

raSmith will prepare plans with the information gathered above and provided by Town staff, if applicable. Anticipated plans include: Title and Notes sheets, Project Overview sheet, Existing and Proposed Typical Sections, Detour Plan, Removal Plan, Grading & Erosion Control Plan, Roadway Plan & Profile, Cross Sections (anticipated every 50 feet, driveway midpoints, and start/end construction locations), and standard details.

raSmith will provide draft plans, opinion of costs, and specifications for review by the Town prior to preparation of the final Construction Documents. Prior to bidding the project, raSmith will provide final Construction Documents (plans, specifications, and opinion of costs) to the Town. It is anticipated that the entire roadway will be bid as one project and provided in one set of Construction Documents.

Task G – Utility Coordination, Bidding Administration, & Additional Permitting

raSmith will contact utilities based on the positive responses from Diggers Hotline ticket information at the onset of design with and after the completion of draft plans and track said coordination utilizing a tracking spreadsheet. If any utilities submit utility work plans, we will review those plans for proper avoidance of the proposed roadway work.

raSmith will coordinate the legal advertisement of the project in the local legal publication. The plans and specifications will be posted on the raSmith website using QuestCDN. We will answer any questions during the bidding process and provide an award recommendation and bid summary once the bids have been opened.

It is anticipated that the project work area will exceed one acre of ground disturbance; therefore, a DNR Notice of Intent (NOI – storm water general permit) will be required. raSmith will prepare all NOI permitting materials and assist in acquiring the permit prior to construction.

It is anticipated that the construction of the project will necessitate a roadway closure for through traffic and that a detour for this project will be required on roadways owned and maintained by Racine County. As part of the scope of services, raSmith will coordinate and prepare a Racine County Detour Permit.



Marietta Avenue | Ixonia, WI

raSmith
CREATIVITY BEYOND ENGINEERING

Proposed Schedule

Fish Hatchery Road Rehabilitation Task Name	2026 Month of:		2027 Month of:				
	November	December	January	February	March	April	May
Topographic Survey (5 Weeks)							
Wetland Delineation (Non-growing Season, Follow-Up in Spring; 2 Weeks Total)							
Roadway Engineering (10 Weeks)							
Spring Brook Culvert Crossing Engineering (4 Weeks)							
FEMA Letter of Map Revision (6 Weeks)							
Project Plans, Specifications, & Estimate (11 Weeks)							
Utility Coordination, Bidding Administration, & Additional Permitting (Continuous During Design and Plans)							
Submit Advertisement to Paper and DOT - April 15							
Bid Project - April 22 to May 6 (2 Weeks)							
Award Project to Contractor - May 13							

◆ Milestone Dates

raSmith
CREATIVITY BEYOND ENGINEERING

Fee Proposal

	Fish Hatchery Road Rehabilitation **Engineering Design Services** Town of Burlington	Client and Project Manager Wrieglet, P.E.	Lead Roadway Design Civil Engineer II Lister, P.E.	Civil Engineer I	Senior Project Engineer- Hydraulics Harigan, P.E., CFM	Project Manager Survey Czajkowski, P.L.S., CFS	Project surveyor	Survey 2-Man Crew	Survey 1-Man Crew	CAD/IC Lead Mann	Lead Ecologist Wetland Delineation Fitzgerald, PWS	Ecologist	Administrative	TOTAL
	Hourly Rate	$190	$159	$128	$190	$173	$146	$256	$177	$179	$178	$166	$104	
	Task 1: Topographic Survey													
	Survey Prep/Setup	2				13	6	2	4					27
	Field Topo Collection							48	36					84
	Survey Drafting					4	20							24
	Total Hours Task 1	2				17	26	50	40					135
	Total Cost Task 1	$380				$2,941	$3,796	$12,800	$7,080					$26,997
	Task 1A: Iron Pipe Collection with Survey (Contingent Additive Service)													
	Field Search of Iron Pipes								14					14
	Right-of-Way Computations					2	8							10
	Total Hours Task 1A					2	8		14					24
	Total Cost Task 1A					$346	$1,168		$2,478					$3,992
	Task 2: Wetland Delineation (Contingent Additive Service)													
	Prepare Study Area											3		3
	Field Delineation										2	8		10
	Delineation Reporting										3	2		5
	Total Hours Task 2										5	13		18
	Total Costs Task 2										$890	$2,158		$3,048
	Task 3: Roadway Engineering													
	Roadway Horizontal Alignment & Geometric Layout	5	10											15
	Roadway Vertical Profile Design	4	18											22
	Roadway Corridor Modeling	24	90											114
	Field Inspections - Curb & Gutter	2	3							6				11
	Geotechnical Coordination & Marking of Pavement Cores	10								2				12
	Total Hours Task 3	45	121							8				174
	Total Cost Task 3	$8,550	$19,239							$1,432				$29,221
	Task 4: Spring Brook Culvert Crossing Engineering													
	Review Available Project Data (As-built Plans, Inspection Reports, Regulatory Models, Flood Insurance Rate Maps)				8									8
	Hydrologic & Hydraulic Modeling	2			40									42
	Culvert Plan & Profile	2	6											8
	WDNR GP2 Permitting	10	8											18
	Total Hours Task 4	14	14		48									76
	Total Cost Task 4	$2,660	$2,226		$9,120									$14,006
	Task 5: FEMA Letter of Map Revision (Contingent Additive Service)													
	Prepare LOMR	2			40									42
	Total Hours Task 5	2			40									42
	Total Cost Task 5	$380			$7,600									$7,980
	Task 6: Project Plans, Specifications, & Estimate													
	Cover Sheet	0.5	1.5											2
	General Notes Sheet	0.5	0.5											1
	Overview Sheet	1	3											4
	Typical Sections	4	4							1				9
	Detour Plan	2	4											6
	Removal Plan	3	8											11
	Grading & Erosion Control Plan	2	4	10										16
	Roadway Plan & Profile	6	8	4						1				19
	Cross Sections	8	8	6						2				24
	Standard Details	1	2	3										6
	Project Specifications	24	12							1				37
	Engineering Opinion of Costs	8	16	4										28
	Total Hours Task 6	60	71	27						5				163
	Total Cost Task 6	$11,400	$11,289	$3,456						$895				$27,040
	Task 7: Utility Coordination, Bidding Administration, & Additional Permitting													
	Utility Coordination	15												15
	Bidding Administration	8											3	11
	WDNR NOI Permitting	2	6											8
	Racine County Detour Permitting	2												2
	Total Hours Task 7	27	6										3	36
	Total Cost Task 7	$5,130	$954										$312	$6,396

	Total Project Hours - Base Cost	148	212	27	48	17	26	50	40	13			3	584
	Total Project Costs - Base Cost	$28,120	$33,708	$3,456	$9,120	$2,941	$3,796	$12,800	$7,080	$2,327			$312	$103,660
	Total Project Hours - Contingent Additive Services (Tasks 1A, 2, 5)	2			40	2	8		14		5	13		84
	Total Project Costs - Contingent Additive Services (Tasks 1A, 2, 5)	$380			$7,600	$346	$1,168		$2,478		$890	$2,158		$15,020

ASSUMPTIONS

Topographic Survey assumes no snow/ice cover.

GIS right-of-way will be utilized for the project unless iron pipe searches and R/W computations are authorized.

One call to Diggers Hotline will be made and field collection will occur after hotline clears. Additional site visits for the purposes of collecting utilities not initially marked with first hotline call not included.

Construction services not included.

If available, Town and/or Sanitary Sewer District to provide all available mapping and as-builts within project area.

raSmith
CREATIVITY BEYOND ENGINEERING

RESOLUTION NO. 8.12.050 - 2026

WHEREAS, the Town of Burlington has created Section 8.12.050 of its Code of Ordinances, which establishes an annual fee for garbage and recycling collection and such fees to be established by resolution,

NOW, THEREFORE, BE IT RESOLVED,

That the town board does hereby establish that the annual garbage and recycling fee for 2026 and after, unless modified, shall be established at $207 per residential unit, as established by the uniform numbering system.

Introduced and adopted this ____ day of _____ 2026 by the Town Board of the Town of Burlington, Racine County, Wisconsin.

TOWN OF BURLINGTON

By:

_____

Neal Czaplewski, Chairman

ATTEST:

_____

Jeanne Rennie, Clerk

TOWN BOARD RESOLUTION SUPPORTING A COMPREHENSIVE AND SUSTAINABLE TRANSPORTATION FUNDING SOLUTION

Town of Burlington, Racine County

Resolution No. 2026-11a

WHEREAS, local units of government in Wisconsin own and maintain approximately 90% of the public road miles in the state, including county highways, town roads, and city and village streets; and

WHEREAS, Wisconsin's economy—rooted in agriculture, manufacturing, and tourism—relies on a safe, reliable, and well-maintained transportation network; and

WHEREAS, local governments greatly appreciate the one-time infusions of General Purpose Revenue, primarily sales and income taxes, and other revenue provided in recent state budgets, which have enabled the initiation and continuation of the successful and popular Local Roads Improvement Program Supplemental (LRIP-S) and Agricultural Roads Improvement Program (ARIP); and

WHEREAS, despite modest increases from the state over the years, transportation aids to local governments remain insufficient to keep pace with inflation and rising construction costs, leaving many communities funded below 2000 levels in real dollars; and

WHEREAS, local governments throughout Wisconsin continue to struggle to perform even routine maintenance, pavement preservation, and safety improvements, resulting in deteriorating roads and bridges; and

WHEREAS, the inaugural inventory and assessment of small bridges between 6 to 20 feet found about 10% of the nearly 17,000 structures to be in poor or severe condition; and

WHEREAS, levy limits and other fiscal constraints prevent local governments from independently filling the funding gap created by inadequate state transportation aids; and

WHEREAS, absent sustainable state funding, many communities have been forced to address their shortfalls by significantly increasing borrowing, deferring essential projects, or imposing local vehicle registration ("wheel") taxes; and

WHEREAS, Wisconsin motorists currently pay among the lowest transportation user fees in the Midwest, while neighboring states and dozens of others nationwide have enacted long-term revenue measures to keep their transportation systems competitive; and

WHEREAS, Wisconsin is increasingly relying on General Purpose Revenues to make needed investments, potentially pitting transportation against other vital services, such as education; and

WHEREAS, continued lack of growing, dedicated, and predictable revenue places Wisconsin at a growing economic disadvantage by threatening the efficiency of freight movement, the safety of travelers, and the attractiveness of our state to businesses and residents; and

WHEREAS, both Wisconsin's aging Interstate highway system—largely constructed in the 1950s and 1960s—and our extensive network of state and local roads require predictable, adequate, and sustainable funding to meet current and future needs;

NOW, THEREFORE, BE IT RESOLVED that the Burlington Town Board strongly urges the Governor of Wisconsin and the State Legislature to enact a comprehensive, sustainable transportation funding solution that:

1. Provides adequate and reliable revenue growth for the efficient long-term planning and execution of state and local transportation programs;
2. Includes responsible and prudent use of General Purpose Revenue and bonding;
3. Adjusts any new and existing transportation user fees and other revenue mechanisms to sustain purchasing power in order to maintain and improve Wisconsin's transportation infrastructure; and
4. Ensures transportation continues to deliver for Wisconsin by adequately funding reconstruction, preservation, and safety investments on the state and local systems.

BE IT FURTHER RESOLVED that the Town Clerk is hereby directed to transmit a copy of this resolution to the Governor's office, all members of the Wisconsin State Senate and Assembly representing districts within the Town of Burlington.

Adopted this _____ day of _____, 2026.

Ayes: _____ Nays: _____ Absent: _____

_____
Town Chair

ATTEST: _____
Town Clerk

11-2-26

Dear Chief Vrchota,

On behalf of the Town of Burlington Volunteer Firefighters Association (TOBVFFA), we are pleased to confirm that the TOBVFFA will contribute $2,000.00 toward the 2026 annual payment of the Tri-County Training Tower.

The total annual expense for the training tower is $6,000.00, with the TOBVFFA covering one-third of that amount. We believe the remaining balance of the annual payment should be covered through funds raised in previous years to offset the outstanding balance to the Training Tower.

We appreciate the continued partnership and commitment to providing quality training opportunities for our firefighters throughout the region. We recognize the importance of maintaining this valuable training resource and are proud to contribute toward its continued operation. Thank you for your continued support and cooperation.

Sincerely,

Town of Burlington Volunteer

Firefighters Association (TOBVFFA)

Invoice #TOBFD

Tri-County Fire & Rescue Training Association, Inc.

165 W Washington St. Burlington, WI 53105
(262) 763-7842

Date 9/30/2026

BILL TO
Town of Burlington Fire Department

32288 Bushnell Rd.
Burlington,WI 53105

FOR
Annual Association Dues

Details	AMOUNT
Dues	$6,000.00

SUBTOTAL	$6,000.00
TAX RATE	N/A
OTHER	N/A
TOTAL	$6,000.00

Make all checks payable to Tri-County Fire & Rescue Training Association, Inc.

Mail checks to: 32288 Bushnell Rd. Burlington, WI 53105 Attn: Chief William R. Vrchota