



**AMENDED AGENDA
COMMITTEE OF THE WHOLE
Tuesday, May 3, 2016 at 6:30 p.m.
Common Council Chambers - 224 East Jefferson Street**

Mayor Jeannie Hefty
Edward Johnson, Alderman, 1st District
John Ekes, Alderman, 1st District
Ruth Dawidziak, Alderman, 2nd District
Bob Grandi, Alderman, 2nd District
Tom Vos, Council President, Alderman, 3rd District
Jon Schultz, Alderman, 3rd District
Thomas Preusker, Alderman, 4th District
Todd Bauman, Alderman, 4th District

Student Representatives:
Shiyue Xie (BHS)
Abigail Sibilski (BHS)

1. Call to Order – Roll Call
2. Citizen comments
3. Approval of minutes for April 6, 2016 (*T. Preusker*) (pg. 2)
4. **Topic:** Resolution 4782(1) to consider approving Extraterritorial Zoning for a Certified Survey Map at 7625 Franklin Road in the Town of Burlington. This item is scheduled for final consideration at the Common Council meeting the same night. (pg. 7)
5. **Topic:** Resolution 4783(2) to consider approving Amendment One to the Memorandum of Understanding with Racine County for services at City Hall. This item is scheduled for the May 17, 2016 Common Council meeting for final consideration. (pg. 12)
6. **Topic:** Resolution 4784(3) to consider approving an agreement with Ayres Associates for planning and design services for the Burlington Community Pool project. This item is scheduled for final consideration at the Common Council meeting the same night. (pg. 17)
7. **Topic:** Resolution 4785(4) to consider the award of bid for the Burlington Bike Path Fence Project to Northway Fence, Inc. in the amount of \$46,955.60. This item is scheduled for final consideration at the Common Council meeting the same night. (pg. 39)
8. **Topic:** Motion 16-837 – to consider approval for Doug Snyder of Baxter & Woodman to proceed with submitting Well #11 Treatment Plans to the Wisconsin DNR. This item was discussed at the May 3, 2016 Committee of the Whole meeting and is scheduled for the May 17, 2016 Common Council meeting for final consideration. (pg. 43)
9. **Adjourn** (*T. Bauman*)

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



COMMITTEE OF THE WHOLE

ITEM NUMBER: 3

DATE: May 3, 2016

SUBJECT: April 5, 2016 Committee of the Whole Minutes

SUBMITTED BY: Diahnn Halbach, City Clerk

BACKGROUND/HISTORY:

The attached minutes are from the April 5, 2016 Common Council meeting.

BUDGET/FISCAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval of the attached minutes from the April 5, 2016 Committee of the Whole meeting.

TIMING/IMPLEMENTATION:

This item is scheduled for final consideration at the May 3, 2016 Common Council meeting.

ATTACHMENTS:

Committee of the Whole Minutes



CITY OF BURLINGTON
Committee of the Whole Minutes
Robert Miller, Mayor
Diahnn Halbach, City Clerk
Wednesday, April 6, 2016

1. Call to Order/Roll Call

Mayor Robert Miller called the meeting to order at 6:30 p.m. starting with roll call. Aldermen present: Ed Johnson, John Ekes, Bob Grandi, Ruth Dawidziak, Tom Vos, Jon Schultz, Tom Preusker and Todd Bauman. Excused: None.

Student Representatives Present: Shiyue Xie. Student Representatives Absent: Abigail Sibilski.

Also present: City Administrator Carina Walters, City Attorney John Bjelajac, Director of Administrative Services Megan Watkins, City Treasurer Steve DeQuaker and DPW Director James Bergles.

2. Citizens Comments and Questions

Angela Schenk, 433 S. Perkins Blvd., stated she would like to see a change in the ordinance to allow backyard chickens.

3. Approval of Minutes from March 15, 2016

A motion was made by Vos with a second by Ekes to approve the minutes from March 15, 2016. With all in favor, the motion carried to approve the minutes.

4. Topic: Presentation – Representative from the Central Racine County Health Department to discuss 2015 Year in Review and 2016 initiatives.

Mayor Miller introduced Margaret Gesner, Health Officer for the Central Racine County Health Department. Gesner reviewed the 2015 Annual Report, highlighting their efforts to provide a greater level of service and efficiencies and decreased redundancies and duplications of efforts by closing the Western Racine County Health Department. Gesner also stated that all 14 municipalities are now voting members and the department has also received a five-year accreditation as a Level II health department by WI Department of Health Services.

5. Topic: Presentation – Tina Chitwood of RCEDC to discuss the 2015 Year End Report for the economic and community development service contract with RCEDC.

Mayor Miller introduced Tina Chitwood of the Racine County Economic Development Center. Chitwood reviewed the annual report with the focus being on Burlington results. Chitwood stated that the RCEDC is committed to providing resources for businesses, financial assistance, training and resources for workforce development, and available sites for future projects. There were two major projects completed in 2015 that generated approximately \$15 million in construction and new development costs and 157 jobs are expected to be created as well.

Another project that is underway is the Shad Branen Project at 425 N. Pine Street, in which the WEDC CDI Grant Application has been prepared and anticipates a full award of the grant for this project. Chitwood stated that she would be back in a few months to give Council another update for 2016 and invited everyone to the RCEDC 33rd Annual Meeting on May 12th at the Veteran's Terrace.

Schultz asked what the next steps were in the downtown process. Chitwood stated that they just received the draft document from WEDC for the strategic plan and that she and Walters have a meeting scheduled to go through and read and what their recommendations are and make sure they captured the findings and comments from the strategic planning meeting and brainstorm some ideas to keep moving forward.

6. Topic: Discussion regarding Well #11 Engineering System Report by Doug Snyder of Baxter & Woodman Engineering.

Snyder reviewed his findings from an initial study regarding a possible upgrade to Well 11, along with alternatives that would encompass the entire water distribution system for the City of Burlington. Snyder stated that they were asked to take a look at the water supply, water treatment and water storage needs for the city through the year 2040 and make specific recommendations on what to do with Well 11, which is currently offline, and look at upcoming regulations on strontium in the water supply. Water samples were taken from the water supply and it was found that the strontium levels in all of the wells is currently above the EPA's advisory limit. Snyder then presented three options for Council to consider, which are: Option 1. Water Remediation Technology (WRT) Resin. Option 2. Softening Resin; and Option 3. Hydrous Manganese Oxide (HMO).

Johnson asked if Option 3 would add more salt in the water supply. Snyder responded that the salt isn't a significant increase and it would be less than the amount found in a can of soda; in addition, they are only treating half of the water and blending the other half in.

Vos asked how it would affect the overall system and if Well 11 pumps to the standpipe. Snyder responded that currently all the wells pump to the standpipe. Vos then asked, if only one well was treated, what effect would that have on the water coming out of the standpipe. Snyder replied that the water would be slightly less hard. Vos also asked how many wells would need to be treated in order to meet the EPA standards. Snyder responded that the way the regulations are met, is that the contaminants need to be removed before the first person drinks the water, which means the treatment has to happen at the well head, and can't use the distribution system to create a blend to try to get compliance.

Grandi asked if Well 11 was to be treated and put back online, could Wells 7 and 8 be put offline if they failed to meet the radium standards in 10 years. Snyder said that is a possibility but the long term goal for the City is to have all wells up and running for optimal use.

Schultz stated that if the goal is to have all five wells online, then ultimately all the wells will need to be treated. Snyder responded that over time all wells will need to be treated, especially if the DNR starts regulating strontium.

Schultz asked if this was all the information or if there was more. Walters stated that Mr. Snyder would be back in May to discuss further, but because there was just so much information, that we wanted to allow him the opportunity to review the findings and then do a

refresher course during the May meeting and answer any further questions the Council might have.

7. **Topic:** Resolution 4774(48) to consider approving an Intergovernmental Agreement between the City of Burlington and the Town of Burlington for asphalt bidding services.

Mayor Miller introduced Resolution 4774(48) and opened it up for discussion.

Attorney Bjelajac explained that we have a working arrangement with the Town of Burlington, where periodically we join together with the Town to do certain paving projects. The Town has a variety of paving projects and is the entity requesting the bids, while the City added an alternate bid to that package for Spring Brook Drive, which could potentially lower the overall costs for the City had it been bid as a standalone project.

Vos asked if this was the only paving project in the City for 2016. Mayor Miller responded that Spring Brook is the only paving project for 2016 and that the reason this is being done is because when Spring Brook Drive was originally constructed, only the binder course was put into place and never completed due to the developer filing bankruptcy. The binder course is beginning to deteriorate and if the project waits any longer, the entire road will need to be redone.

Vos wanted to know why other streets in the City aren't being paved. Mayor Miller explained that three years ago, the City entered into the American Roads Recovery Act, which allowed five years of street work to be done in two years. Vos then asked when other roads would be scheduled. Mayor responded that there are roads scheduled beginning in 2018.

Ekes wanted to know why the City is paying for paving that should have been done by the developer. Vos inquired about a bond that should have been put in place to protect the City from situations like this, and if the project wasn't completed in the amount of time allocated, then the bond should have been confiscated and the money held. Vos further stated that if the City did collect the money at that time, but used it for different purposes, then that would eliminate the developer from being financially responsible for completing the road. Walters stated that the bond had expired and the money was no longer available.

8. **Topic:** Motion 16-830 to consider approving the Town of Burlington asphalt services alternate bid in the amount of \$47,717.77 for the Spring Brook Drive Project..

Mayor Miller introduced Motion 16-830 and opened it up for discussion. There was no discussion.

9. **Topic:** Motion 16-831 to consider approving an Airport Hangar Lease with DNR Investments, LLC, 988 Bravo Taxiway, at the Burlington Municipal Airport.

Mayor Miller introduced Motion 16-831 and opened it up for discussion. There was no discussion.

10. **Topic:** Motion 16-832 to consider approving a Certificate of Appropriateness for 597 N. Pine Street.

Mayor Miller introduced Motion 16-831 and opened it up for discussion. There was no discussion.

11. **Topic:** Motion 16-833 to consider approving an Airport Hangar Lease with DNR Investments, LLC, 988 Bravo Taxiway, at the Burlington Municipal Airport.

Mayor Miller introduced Motion 16-833 and opened it up for discussion. There was no discussion.

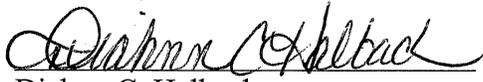
12. **Topic:** Motion 16-834 to consider approving a Certificate of Appropriateness for 597 N. Pine Street.

Mayor Miller introduced Motion 16-834 and opened it up for discussion. There was no discussion.

13. **Adjourn**

A motion was made by Vos with a second by Ekes to adjourn the meeting. With all in favor, the meeting adjourned at 7:45 p.m.

Minutes respectfully submitted by:



Diahnn C. Halbach
City Clerk
City of Burlington



DATE: May 3, 2016

SUBJECT: RESOLUTION 4782(1) to consider approving an ETZ Certified Survey Map for property on 7625 Franklin Street in the Town of Burlington.

SUBMITTED BY: Gregory Guidry, Building Inspector

BACKGROUND/HISTORY:

As part of the City's Extraterritorial Plat Approval Jurisdiction Area, which includes any area within 1.5 miles of the City of Burlington, all divisions and subdivisions of land shall be reviewed by the Plan Commission and Common Council. The purpose of this is to enable the City to extend regulations to adjacent land that could affect quality of life within the city. The Extraterritorial Zoning District (ETZ) represents a city's potential growth boundary, both with respect to its future tax base and municipal service area.

This Certified Survey Map has been submitted for review by Charles Albee for property located at 7625 Franklin Street. The applicant would like to combine several existing parcels into two lots. The Plan Commission approved this CSM at their April 12, 2016 meeting and the Town of Burlington Planning and Zoning Committee approved it at their April 14, 2016 meeting

BUDGET/FISCAL IMPACT:

N/A

RECOMMENDATION:

The Plan Commission and City Staff recommend approval of this Certified Survey Map in the Town of Burlington within the Extraterritorial zoning boundary.

TIMING/IMPLEMENTATION:

This item is for discussion at the May 3, 2016 Committee of the Whole meeting and scheduled for final consideration at the Common Council meeting the same night.

ATTACHMENTS:

Resolution
ETZ CSM

**A RESOLUTION APPROVING A CERTIFIED SURVEY MAP FOR CHARLES ALBEE FOR
PROPERTY LOCATED AT 7625 FRANKLIN STREET IN THE TOWN OF
BURLINGTON, WITHIN THE CITY'S EXTRATERRITORIAL PLAT JURISDICTION**

WHEREAS, the Plan Commission of the City of Burlington has reviewed a certified survey map shown hereon, proposed and submitted by Charles Albee for property located at 7625 Franklin Street in the Town of Burlington; for property described as:

BEING A REDIVISION OF LOT 1 OF CERTIFIED SURVEY MAP NO. 2879 AS RECORDED IN VOLUME 9 OF CERTIFIED SURVEY MAPS ON PAGES 258-260 AS DOCUMENT NO. 2151219 ON OCTOBER 17, 2007, ALSO A REDIVISION OF LOTS 9 THROUGH 11, BLOCK 15, WHITEOAK PARK., A SUBDIVISION OF RECORD ALL BEING RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS IN AND FOR RACINE COUNTY, WISCONSIN, ALSO PART OF LANDS BEING LOCATED IN THE SOUTHWEST 114 OF THE NORTHWEST 114 OF SECTION 17, TOWNSHIP 2 NORTH, RANGE 19 EAST OF THE FOURTH PRINCIPAL MERIDIAN IN THE TOWNSHIP OF BURLINGTON, RACINE COUNTY, WISCONSIN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE WEST 114 CORNER OF SAID SECTION 17, THENCE NORTH 00°53'50" WEST 300.90 FEET; THENCE NORTH 89°06'10" EAST 821.51 FEET; THENCE NORTH 06°09'51" EAST 121.87 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUE NORTH 06°09'51" EAST (RECORDED AS NORTH 06°54' EAST) ALONG THE EASTERLY LINE OF FRANKLIN STREET 299.68 FEET; THENCE NORTH 88°31'56" EAST (RECORDED AS NORTH 89°15' EAST) 125.00 FEET; THENCE SOUTH 06°15'16" WEST 59.92 FEET (RECORDED AS SOUTH 06°54' WEST 60.00 FEET); THENCE NORTH 88°31'02" EAST 110.77 FEET; THENCE SOUTH 56°55'44" WEST 124.04 FEET; THENCE SOUTH 03°17'30" EAST 172.59 FEET; THENCE NORTH 88°28'18" EAST 167.37 FEET TO THE PLACE OF BEGINNING. CONTAINING 1.06 ACRES OF LAND MORE OR LESS.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Burlington, Racine County and Walworth County, State of Wisconsin, that the attached certified survey map prepared on March 7, 2016 by Robert J. Wetzel, WLS, is hereby approved.

BE IT FURTHER RESOLVED that the City Clerk shall forward a copy of this resolution to the Town of Burlington Clerk, 32288 Bushnell Road, Burlington, WI 53105; Julie Anderson, Director, Racine County Planning and Development, 14200 Washington Ave., Sturtevant, WI 53177; and Walworth County Land Use and Resource Management, W3929 County Road NN, Elkhorn, WI 53121.

Introduced: May 3, 2016
Adopted: May 3, 2016

Jeannie Hefty, Mayor

Attest:

Diahnn Halbach, City Clerk



Stock No. 26273

CERTIFIED SURVEY MAP NO. _____.

BEING A REDIVISION OF LOT 1 OF CERTIFIED SURVEY MAP NO. 2879 AS RECORDED IN VOLUME 9 OF CERTIFIED SURVEY MAPS ON PAGES 258-260 AS DOCUMENT NO. 2151219 ON OCTOBER 17, 2007, ALSO A REDIVISION OF LOTS 9 THROUGH 11, BLOCK 15, WHITE OAK PARK, A SUBDIVISION OF RECORD ALL BEING RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS IN AND FOR RACINE COUNTY, WISCONSIN, ALSO PART OF LANDS BEING LOCATED IN THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 2 NORTH, RANGE 19 EAST OF THE FOURTH PRINCIPAL MERIDIAN IN THE TOWN OF BURLINGTON, RACINE COUNTY, WISCONSIN.

OWNERS: HARMONY Q HOMES, LLC
CHARLES R. ALBEE, PRESIDENT
7625 FRANKLIN STREET
BURLINGTON, WI 53105

MARK AND CATHERINE ZLEVOR
7647 FRANKLIN STREET
BURLINGTON, WI 53105

MARK E. AND TARA PIPPIN
33601 FRANKLIN STREET
BURLINGTON, WI 53105

PREPARED BY: B.W. SURVEYING, INC.
412 N. PINE STREET
BURLINGTON, WI 53105
JOB NO. 9052-CSM

LEGAL DESCRIPTION:

BEING A REDIVISION OF LOT 1 OF CERTIFIED SURVEY MAP NO. 2879 AS RECORDED IN VOLUME 9 OF CERTIFIED SURVEY MAPS ON PAGES 258-260 AS DOCUMENT NO. 2151219 ON OCTOBER 17, 2007, ALSO A REDIVISION OF LOTS 9 THROUGH 11, BLOCK 15, WHITE OAK PARK, A SUBDIVISION OF RECORD ALL BEING RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS IN AND FOR RACINE COUNTY, WISCONSIN, ALSO PART OF LANDS BEING LOCATED IN THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 2 NORTH, RANGE 19 EAST OF THE FOURTH PRINCIPAL MERIDIAN IN THE TOWN OF BURLINGTON, RACINE COUNTY, WISCONSIN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE WEST 1/4 CORNER OF SAID SECTION 17, THENCE NORTH 00°53'50" WEST 300.90 FEET; THENCE NORTH 89°06'10" EAST 821.51 FEET; THENCE NORTH 06°09'51" EAST 121.87 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUE NORTH 06°09'51" EAST (RECORDED AS NORTH 06°54' EAST) ALONG THE EASTERLY LINE OF FRANKLIN STREET 299.68 FEET; THENCE NORTH 88°31'56" EAST (RECORDED AS NORTH 89°15' EAST) 125.00 FEET; THENCE SOUTH 06°15'16" WEST 59.92 FEET (RECORDED AS SOUTH 06°54' WEST 60.00 FEET); THENCE NORTH 88°31'02" EAST 110.77 FEET; THENCE SOUTH 56°55'47" WEST 124.04 FEET; THENCE SOUTH 03°17'30" EAST 172.59 FEET; THENCE SOUTH 88°28'18" WEST 167.37 FEET TO THE PLACE OF BEGINNING. CONTAINING 1.06 ACRES OF LAND MORE OR LESS.

SURVEYOR'S CERTIFICATE:

I, ROBERT J. WETZEL, DO HEREBY CERTIFY THAT AT THE DIRECTION OF CHARLES ALBEE AS PRESIDENT OF HARMONY Q HOMES, LLC, MARK AND CATHERINE ZLEVOR, AND MARK E. AND TARA PIPPIN, I HAVE SURVEYED THE LAND DESCRIBED HEREON AND THAT THE MAP SHOWN IS A CORRECT REPRESENTATION OF ALL LOT LINES AND THAT I HAVE FULLY COMPLIED WITH CHAPTER 236.34 OF THE WISCONSIN STATUTES, TOWN OF BURLINGTON LAND DIVISION ORDINANCE AND THE CITY OF BURLINGTON SUBDIVISION OF LAND ORDINANCE.

DATED THIS 29TH DAY OF FEBRUARY, 2016
REVISED THIS 7TH DAY OF MARCH, 2016
REVISED THIS 11TH DAY OF APRIL, 2016

Robert J. Wetzel
ROBERT J. WETZEL S-1778



SHEET 1 OF 3



Stock No. 26273

CERTIFIED SURVEY MAP NO. _____

BEING A REDIVISION OF LOT 1 OF CERTIFIED SURVEY MAP NO. 2879 AS RECORDED IN VOLUME 9 OF CERTIFIED SURVEY MAPS ON PAGES 258-260 AS DOCUMENT NO. 2151219, RECORDED ON OCTOBER 17, 2007, ALSO A REDIVISION OF LOTS 9 THROUGH 11, BLOCK 15, WHITE OAK PARK, A SUBDIVISION OF RECORD, ALL BEING RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS IN AND FOR RACINE COUNTY, WISCONSIN, ALSO PART OF LANDS BEING LOCATED IN THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 2 NORTH, RANGE 19 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE TOWN OF BURLINGTON, COUNTY OF RACINE AND STATE OF WISCONSIN.

PREPARED BY: B.W. SURVEYING, INC.
412 N. PINE STREET
BURLINGTON, WI 53105
(262)-767-0225
JOB NO. 9052

PREPARED FOR: HARMONY Q HOMES, LLC
CHARLES ALBEE, PRESIDENT
7625 FRANKLIN STREET
BURLINGTON, WI 53105
AND
MARK AND CATHERINE ZLEVOR
7647 FRANKLIN STREET
BURLINGTON, WI 53105
AND
MARK E. AND TARA PIPPIN
33601 FRANKLIN STREET
BURLINGTON, WI 53105

PART OF TAX PARCEL NO.
002-02-19-17-011-000
UNPLATTED LAND

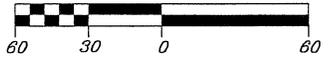
PART OF TAX PARCEL NO.
002-02-19-17-011-000
UNPLATTED LAND

NOTE: THIS IS A LOT LINE ADJUSTMENT BETWEEN ADJOINING LOTS THAT DOES NOT CREATE ADDITIONAL LOTS AND THE REMAINING LOTS MEET THE RACINE COUNTY ZONING ORDINANCES.

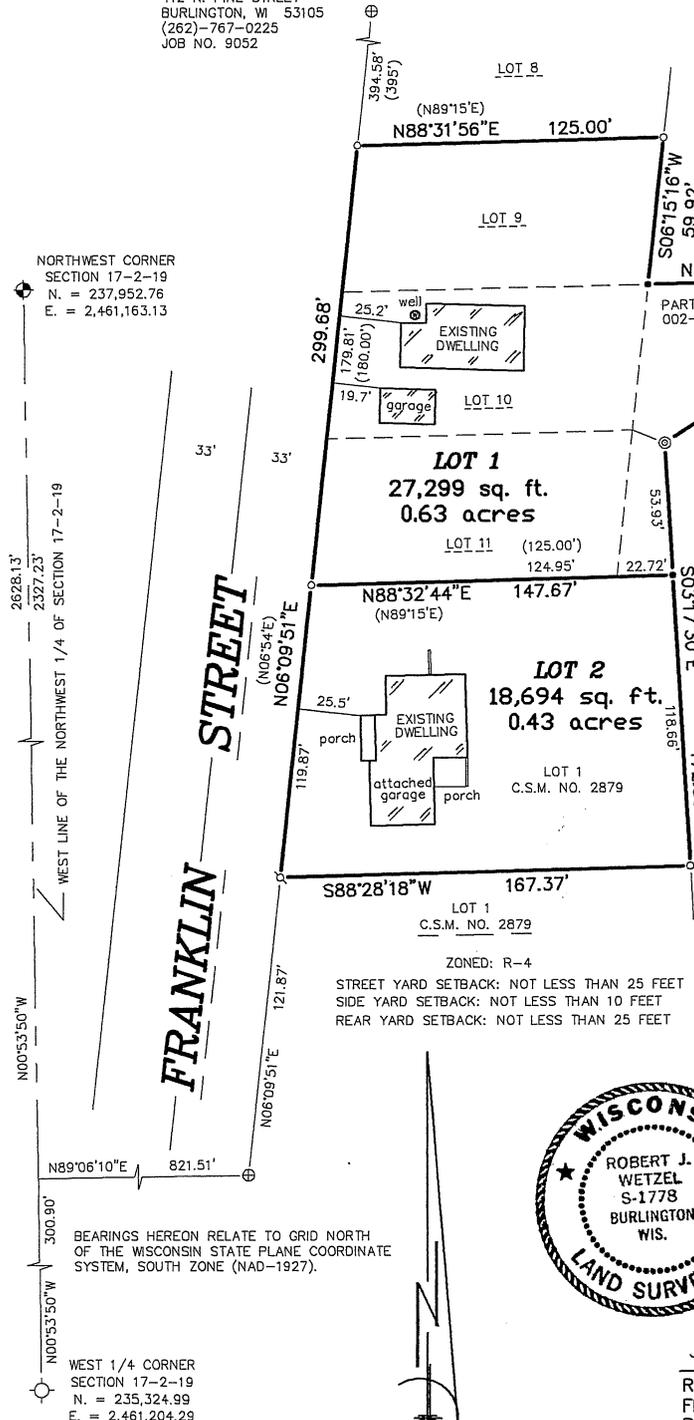
LEGEND

- ⊙ FOUND 6" DIA. CONCRETE MONUMENT
- ⊕ FOUND 9" DIA. CONCRETE MONUMENT
- ⊖ FOUND 1" O.D. IRON PIPE
- FOUND 1-5/16" O.D. IRON PIPE
- SET 1-5/16" O.D. X 18" IRON PIPE WEIGHING NOT LESS THAN 1.68 POUNDS PER LINEAL FOOT.
- ⊕ FOUND RACINE COUNTY MONUMENT (CONCRETE/CAP)
- ⊖ FOUND RACINE COUNTY MONUMENT (CAST IRON/CAP)

GRAPHIC SCALE



SCALE: 1" = 60'



Robert J. Wetzel
ROBERT J. WETZEL S-1778
FEBRUARY 29, 2016
REVISED: MARCH 7, 2016
REVISED: APRIL 11, 2016



CERTIFIED SURVEY MAP NO. _____.

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OWNER'S CERTIFICATE:

WE, CHARLES ALBEE AS PRESIDENT OF HARMONY Q HOMES, LLC, MARK AND CATHERINE ZLEVOR AND MARK E. AND TARA PIPPIN, HEREBY CERTIFY THAT WE CAUSED THE LAND DESCRIBED ON THIS CERTIFIED SURVEY MAP TO BE SURVEYED, DIVIDED, AND MAPPED AS REPRESENTED HEREON.

DATED THIS _____ DAY OF _____, 2016

CHARLES ALBEE PRESIDENT

MARK ZLEVOR

CATHERINE ZLEVOR

MARK E. PIPPIN

TARA PIPPIN

TOWN OF BURLINGTON TOWN BOARD APPROVAL:

THIS CERTIFIED SURVEY MAP IS HEREBY APPROVED BY THE TOWN OF BURLINGTON TOWN BOARD ON THIS _____ DAY OF _____, 2016.

RALPH RICE TOWN CHAIRMAN

ADELHEID STREIF TOWN CLERK

CITY OF BURLINGTON COMMON COUNCIL APPROVAL (EXTRATERRITORIAL):

THIS CERTIFIED SURVEY MAP IS HEREBY APPROVED BY THE CITY OF BURLINGTON COMMON COUNCIL ON THIS _____ DAY OF _____, 2016.

JEANNIE HEFTY MAYOR

DIAHNN HALBACH CITY CLERK

DATED THIS 29TH DAY OF FEBRUARY, 2016
REVISED THIS 7TH DAY OF MARCH, 2016
REVISED THIS 11TH DAY OF APRIL, 2016
REVISED THIS 29TH DAY OF APRIL, 2016

Robert J. Wetzel
ROBERT J. WETZEL S-1778





COMMITTEE OF THE WHOLE

ITEM NUMBER: 5

DATE: May 3, 2016

SUBJECT: RESOLUTION 4783(2) to consider an amendment to the Memorandum of Understanding (MOU) between the City of Burlington and Racine County.

SUBMITTED BY: Carina Walters, City Administrator

BACKGROUND/HISTORY:

In 2012, the City of Burlington and Racine County entered into discussions regarding the sharing of services between the two entities. Racine County sought to reallocate services for the Register of Deeds, County Clerk and County Treasurer out of their facility at 209 N. Main Street in Burlington. On March 6, 2012 a Memorandum of Understanding was approved by the City and services began at City Hall shortly after. In exchange for services provided by city staff, eight hours of Human Resource assistance was provided on a weekly basis from mid-2012 to December 2014, with more support as needed by the city.

In December 2014, the Human Resource staff member that was assigned to the city retired from the County. With City and County staff changes during the year of 2015, it became more difficult for this service to be provided to the City. After a yearly analysis of 2012-2015, it was determined that an average of 12.5 hours of city staff time was spend providing County services at City Hall. Staff negotiated with the County to compensate a dollar amount of \$9,678.50 for the year 2016, equal to a staff member working 12.5 hours at the Administrative Assistant starting wage of \$14.89 per hour. The city may choose to seek assistance via a temp agency or part-time employment assistance if desired with these funds.

The agreement will remain open to modification in the future by either party if necessary with the approval of the Common Council and the Racine County Board

BUDGET/FISCAL IMPACT:

Racine County has negotiated to compensate the City \$9,678.50 in exchange for County fulfilled by City Hall staff during the year of 2016.

RECOMMENDATION:

Staff recommends approval of this amendment in exchange for County services provided by City Hall staff during 2016.

TIMING/IMPLEMENTATION:

This item is for discussion at the May 3, 2016 Committee of the Whole meeting and scheduled for final consideration at the May 17, 2016 Common Council meeting.

ATTACHMENTS:

Resolution

Memorandum of Understanding

A RESOLUTION TO ADOPT AN AMENDMENT TO A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF BURLINGTON AND RACINE COUNTY CONCERNING COLLABORATION AND RECIPROCAL ASSISTANCE IN PROVISION OF SERVICES

WHEREAS, the City of Burlington and Racine County entered into an agreement on March 6, 2012 to provide County counter services under the authority of the County Clerk, County Treasurer and Register of Deeds at City Hall; and,

WHEREAS, said agreement ensures continuation of high quality services while avoiding unnecessary costs; and,

WHEREAS, Racine County provided limited Human Resource and staffing assistance to the City of Burlington in exchange for these services, as outlined in the attached Memorandum of Understanding.

WHEREAS, Racine County seeks to provide the City of Burlington the amount of \$9,678.50 as an alternative to providing limited Human Resource and staffing assistance, as outlined in the attached Amendment to the Memorandum of Understanding.

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Burlington, Racine County, State of Wisconsin hereby adopts the attached Amendment to the Memorandum of Understanding between the City of Burlington and Racine County.

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

Introduced: May 3, 2016
Adopted:

Jeannie Hefty, Mayor

Attest:

Diahnn Halbach, City Clerk

**AMENDMENT TO MEMORANDUM OF UNDERSTANDING
CONCERNING COLLABORATION AND RECIPROCAL ASSISTANCE
IN PROVISION OF SERVICES**

THIS AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING CONCERNING COLLABORATION AND RECIPROCAL ASSISTANCE IN PROVISION OF SERVICES, entered into this ____ day of _____, 2016, between Racine County, a quasi-municipal corporation with its principal office located at 730 Wisconsin Avenue, Racine, WI 53403 (hereinafter referred to as "COUNTY"), and the City of Burlington, a municipal corporation with its principal office located at 300 North Pine Street, Burlington, WI 53105 (hereinafter referred to as "CITY").

WHEREAS, the parties entered into a Memorandum of Understanding Concerning Collaboration and Reciprocal Assistance in Provision of Services (hereinafter referred to as "MOU"), dated March 12, 2012 (subsequently adjusted in February 2016), for the purposes of collaboration and partnership in cost-effective delivery of services; and

WHEREAS, due to CITY's diminished need for professional human resources services under the MOU, it is necessary for the parties to revisit the terms of the MOU to accurately reflect the nature of collaboration and partnership between the COUNTY and the CITY; and

NOW THEREFORE, the parties hereto agree to replace the MOU in its entirety with the following:

1. CITY will make available to COUNTY, members of CITY staff to provide counter service, at City Hall, on behalf of the County Clerk, County Treasurer, and County Register of Deeds, under the following terms and conditions:
 - a. Except when infeasible due to adverse weather or other factors beyond the control of CITY, services shall be provided by CITY staff during normal working hours on normal CITY working days. Services shall be provided on a walk-in basis.
 - b. It is anticipated that the total time devoted by CITY staff to providing such services will average less than 12.5 hours per week.
 - c. At no cost to CITY, COUNTY shall provide internet access from CITY computers to COUNTY information systems as required for providing the services described herein; such access shall include access to systems for recording and accounting for receipts of funds. CITY agrees that it shall limit such access to CITY staff members who require it in order to provide the services described herein.
 - d. COUNTY shall supply CITY, at no cost, specialized materials and supplies required for providing the services described herein; such materials and supplies shall include, but not be limited to, application forms, special paper for vital records certificates, and stamps or seals.
 - e. COUNTY shall provide, through the respective elected officials—County Clerk, County Treasurer, and County Register of Deeds—or their representatives, initial and refresher training of all CITY staff members that will be responsible for providing the services described herein. COUNTY shall also provide, through the respective elected officials or their representatives, telephonic or email advice and assistance, as needed in individual situations.

- f. Counter services to be provided for the offices of the respective **COUNTY** elected officials shall be as follows:
 - i. County Clerk: accept applications and fees for, and issue, marriage licenses.
 - ii. County Treasurer: accept second installments of property taxes and payments on delinquent property taxes.
 - iii. County Register of Deeds: accept real estate documents for recordation and fees therefor; accept and process applications and fees for birth certificates and issue birth certificates; accept and process applications and fees for death certificates and issue death certificates; and accept and process applications and fees for marriage certificates and issue marriage certificates.
 - iv. As part of the foregoing services, **CITY** staff shall appropriately account for, handle, and safeguard tax payments, fees, and other funds received, and shall turn over such funds to **COUNTY** from time to time on such schedule as shall be agreed between **COUNTY** and **CITY**. **COUNTY** shall implement such schedule through regular visits by a member of its staff to the Burlington City Hall.
 - g. In exchange for the services provided by **CITY**, **COUNTY** shall pay to **CITY** the sum of Nine Thousand Six Hundred Seventy-Eight and 50/100 (\$9,678.50).
 - h. **COUNTY** and **CITY** recognize the desirability of continuity of staffing. **COUNTY** understands that this **MOU** does not guarantee services by any particular **CITY** staff member(s), except that, where statutory requirements apply, certain services may only be provided by qualified **CITY** staff members (e.g., marriage licenses may only be issued by **CITY** staff members who are notaries public and are sworn as Deputy County Clerks, tax payments may only be accepted by **CITY** staff members who are sworn as Deputy County Treasurers).
 - i. All **CITY** staff pursuant to this **MOU** shall be considered employees of **CITY** and shall not be considered employees of **COUNTY**. **CITY** shall be responsible for paying all applicable employment taxes and all workers compensation and unemployment compensation expenses.
 - j. Notwithstanding the foregoing, **COUNTY** shall hold **CITY** harmless for any injuries, losses, damages, costs or expenses allegedly arising from the performance, under the provisions of this **MOU**, by **CITY** staff members of functions on behalf of the respective **COUNTY** elected officials, except that **COUNTY** shall not hold **CITY** harmless for any intentional misconduct by **CITY** staff members. **CITY** agrees to include **COUNTY** as an additional insured on its insurance coverage for intentional misconduct by its employees.
2. This Memorandum of Understanding shall be in effect for a one (1) year period commencing on _____, 2016, and concluding on _____. This **MOU** will be renewable for additional one (1) year periods upon the mutual written consent of the parties. However, it may be terminated at any time upon notice of either party, and it may be amended at any time upon the agreement of both parties.

Notice of intent to terminate or to amend shall be sent to the following officials or their successors in office:

RACINE COUNTY:

Wendy Christensen
730 Wisconsin Avenue

County Clerk
Racine, WI 53403

CITY OF BURLINGTON :

Carina Walters
300 N. Pine St.

City Administrator
Burlington, WI 53105

Done this _____ day of _____, 2016.

FOR RACINE COUNTY:

FOR CITY OF BURLINGTON:

Signature

Signature

Name/Title

Name/Title

Signature

Signature

Name/Title

Name/Title



DATE: May 3, 2016

SUBJECT: RESOLUTION 4784(3) to approve an agreement for planning and design services with Ayres Associates for the Burlington Community Pool project.

SUBMITTED BY: Carina Walters, City Administrator

BACKGROUND/HISTORY:

On March 15, 2016, the Common Council authorized entering into an agreement and begin contract negotiations with Ayres Associates for the Burlington Community Pool project via Motion 16-829. The attached agreement between the City of Burlington and Ayres Associates will provide planning and design services for Phase 1-4 project. The proposed consulting tasks are categorized into six phases in which the Common Council has the authority to cancel at any time of any phase– 1) Site Assessment, 2) Preliminary Design, 3) Pool Management Plan, 4) Referendum Educational Assistance, 5) Design and Bid, and 6) Construction Management.

The City Administrator, Director of Public Works and City attorney reviewed all aspects of the agreement and recommend the approval of the document for consideration this evening. Noting highlights within the contract:

- The City and Ayers have the right to terminate the agreement within 10 days written notice without cause paying for services completed to termination.
- As outlined in the RFP submitted the original cost of phase 6 was 3.25%; however, felt both parties felt, it would be appropriate to have the Construction Administration Services negotiated by a contract amendment. The rationale behind this thought, was to allow both parties to identify the final scale and direction of the project, versus placing a percentage cost.

Upon final approval of this agreement and as time is of the essence, Ayers Associates will begin Phases 1) Site Assessment and Phase 2) Preliminary Design of the agreement. The total for Phases 1 & Phases 2) will cost approximately \$52,500. Please note, phase one does not include soil borings that will be conducted as part of the project.

BUDGET/FISCAL IMPACT:

Based on their proposal Ayres services will include:

<u>Phase 1 Site Assessment</u>	<u>Phase 2 Preliminary Design</u>	<u>Phase 3 Pool Management plan</u>	<u>Phase 4 Referendum Assistance</u>	<u>Phase 5 Construction Documents for Design & Bid</u>	<u>Phase 6 Construction Management</u>
\$6,016	\$40,468	\$12,992	\$10,224	\$81,104	3.25% of Contract
Phase 1 – 3 Total Cost \$59,476			Phase 4-5 Total \$91,328		Same as Above

RECOMMENDATION:

The interviewing committee and staff recommends the Common Council approve an agreement with Ayres Associates to provide planning and design services with the pool project.

TIMING/IMPLEMENTATION:

This item is for discussion at the May 3, 2016 Committee of the Whole meeting and scheduled for final consideration at the May 3, 2016 Common Council meeting.

ATTACHMENTS:

Resolution

Agreement

**A RESOLUTION APPROVING AN AGREEMENT WITH AYRES ASSOCIATES
TO PROVIDE PROFESSIONAL PLANNING AND DESIGN SERVICES FOR
THE BURLINGTON COMMUNITY POOL PROJECT**

WHEREAS, the City of Burlington requires professional services to redevelop the Burlington Community Pool as part of a multi-phased approach to include site assessment, preliminary design, referendum support, pool management plans and construction documents, and;

WHEREAS, a Request for Proposal (RFP) was advertised in December 2015 for professional planning and design services with the Burlington Community Pool Project; and,

WHEREAS, the Common Council approved entering into contract negotiations with Ayres Associates as Motion 16-829 on March 15, 2016.

WHEREAS, an agreement with Ayres Associates, dated April 27, 2016 and attached hereto as Exhibit "A" has been reviewed and recommended by the City Attorney.

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Burlington, Racine County, State of Wisconsin, approves the agreement Ayres Associates, dated April 27, 2016, attached hereto as Exhibit "A", for the total amount of \$152,788 for the multi-phased Community Pool project.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Burlington that the Mayor is authorized to execute said agreement on behalf of the City.

Introduced: May 3, 2016

Adopted:

Jeannie Hefty, Mayor

Attest:

Diahn Halbach, City Clerk

AGREEMENT FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT made as of April 27, 2016 between The City of Burlington (OWNER) and Ayres Associates Inc., 101 East Badger Road, Madison, WI 53713 (CONSULTANT).

OWNER intends to retain CONSULTANT for professional services to redevelop the pool complex. A multi-phased approach will include preliminary design, referendum support, pool management plan, construction documents. Construction administration is not included in this agreement but will be added after design documents have been prepared. The goal is to have the planning and design work complete by the spring of 2017 and construction to begin in the fall of 2017 as described in Attachment A (hereinafter called the Project).

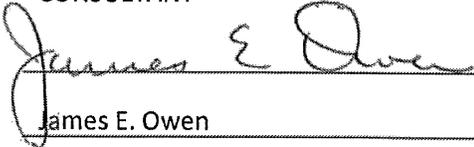
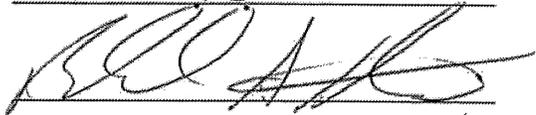
OWNER and CONSULTANT agree to performance of professional services by CONSULTANT and payment for those services by OWNER as set forth below.

The following Attachments are attached to and made a part of this Agreement.

- Attachment A - Scope of Services, consisting of 7 pages.
- Attachment B - Period of Services, consisting of 1 page.
- Attachment C - Compensation and Payments, consisting of 3 pages.
- Attachment D - Terms and Conditions, consisting of 4 pages.
- Attachment E - Insurance, consisting of 2 pages.

This Agreement (consisting of 1 page), together with the Attachments identified above, constitute the entire agreement between OWNER and CONSULTANT and supersede all prior written or oral understandings. This Agreement and said Attachments may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first written above.

_____		Ayres Associates Inc.
OWNER		CONSULTANT
_____	(Signature)	
_____	(Typed Name)	James E. Owen
_____	(Title)	Regional Manager
_____	(Date)	4-26-16
_____	(Attest)	
_____	(Typed Name)	Blake A. Theisen
_____	(Title)	Project Manager

ATTACHMENT A - SCOPE OF SERVICES

This is an attachment to the Agreement dated April 27, 2016 between City of Burlington (OWNER) and Ayres Associates Inc. (CONSULTANT).

ARTICLE 1 - BASIC SERVICES

1.1 General

1.1.1 CONSULTANT shall provide professional services for OWNER in all phases of the Project to which this Agreement applies. These services will include serving as OWNER's professional representative for the Project, providing professional consultation and advice, and performing the duties and responsibilities of CONSULTANT as provided below.

1.1.2 In consideration of the following scope of services, our proposed fees have been broken down into tasks as outlined in the scope of services. We understand that the city reserves the right to terminate the contract at any time should the city no longer wish to complete the project. The consultant team shall be paid in full for any services rendered up to the time of termination. Upon approval of this full agreement, the city will retain the right to authorize the consultant to move forward with subsequent tasks. This approval shall be in the form of a written Notice to Proceed.

1.2 Task I. Site Assessment (Lead – Ayres, Support – Iconica)

After written authorization to proceed, CONSULTANT shall:

- Conduct background research and data collection. Acquire and review existing plans, surveys, reports, and maps related to the project.
- Attend kickoff meeting with City staff (**Meeting#1**). This meeting will address topics including:
 - Design program and budget
 - Project timeline and public meeting dates
 - Priorities and restrictions
- Tour project site. Ayres will also photo-document existing conditions during this visit. Elements to be investigated include:
 - Topography
 - Drainage patterns
 - Development limitations
 - Existing adjacent park uses
 - Connectivity patterns and circulation
 - The historic and natural environment
- Complete site analysis for project area to include building condition, mechanical components, ADA issues, utilities, drainage patterns, existing structures, and circulation patterns.
- Communicate on a regular basis (biweekly minimum) with City staff via conference call and/or email.

Deliverables for Task I (delivered electronically in PDF or native file format as requested):

- One summary memo from kickoff meeting
- One updated project timeline
- One summary of preliminary analysis, findings, and recommendations
- One Facility Analysis Plan (building and site)

- Digital site photographs
- Field Notes and observations

1.3 Task II. Preliminary Design Development (Lead – Ayres, Support – Iconica, Scherrer)

- Facilitate workshop meeting/design charrette (**Meeting #2**) with City staff to determine pool layout, theming, mechanical storage enclosure needs, site programming needs, maintenance responsibilities, and other desired amenities.
- Prepare three preliminary concept design plans. Elements to be addressed include:
 - Site layout
 - Site amenity layout
 - Building configuration scenarios
 - Design character images
- Prepare preliminary cost estimate for the design development drawings. Our team uses current pricing structures from other recent team project bid tabulations, DOT standard costs, and input from local contractors.
- Facilitate one public open house (**PIM #1**) to present conceptual design direction and gather stakeholder input using interactive methods such as nominal process and visual preference exercises. Topics to discuss include:
 - Theme, equipment, and materials
 - Site amenities (benches, shade structures, etc.)
 - Access and connectivity
 - Seating requirements
 - ADA accessibility
 - Safety issues
 - Environmental impacts (drainage, noise abatement, light spill, parking, etc.)
- Attend review meeting with City staff to refine final design direction (**Meeting #3**).
- Refine preliminary drawings into the preferred concept option to incorporate public comments and City staff comments.
- Present and review the final concept drawings to the City staff (**Meeting #4**). Ayres will also meet with the state pool/plumbing reviewers to secure early buy-in of the proposed features and mechanical system.
- Communicate on a regular basis (biweekly minimum) with City staff via conference call and/or email.

Deliverables for Task II:

- One summary memo from workshop meeting
- One summary memo from PIM
- PIM presentation materials (digital format)
- One summary memo from each review meeting
- Three (3) 11x17 design development plan sets
- Staff review meeting presentation materials (digital format)
- Three preliminary cost estimate
- 24x36 color renderings and perspectives of preliminary and final concept plan

1.4 Task III. Pool Management Plan (Lead – Carrico, Support – Ayres/Iconica)

- Prepare a comprehensive management plan to include recommendations on staffing, operations, programming, and concessions management.

Deliverables for Task III:

- One 8.5x11 pool management plan
- One digital pool management plan (PDF)

1.5 Task IV. Referendum Education and Assistance (Lead – Ayres, Support – Iconica, Scherrer)

- Assist City staff with preparation of public engagement plan and project awareness campaign.
- Attend referendum support open house (**PIM #2**) with city staff.
- Prepare support graphics (paper and web) and referendum language for City staff to use in public opinion poll.

Deliverables for Task IV (delivered electronically in PDF or native file format as requested):

- One memo for referendum release
- One summary memo from PIM
- PIM presentation materials (digital format)
- One graphics packet (project renderings)

1.6 Task V. Final Design and bid documents (Lead – Iconica, Support – Ayres, Scherrer)

- Prepare construction plan and bid documents to include:
 - Demolition and erosion control
 - Site layout
 - Pool vessel
 - Building plans
 - Cross sections
 - Utilities – storm, water, electrical, and sanitary
 - Mechanical systems plans
 - Pool piping plan
 - Site construction and amenity details
 - Special provision specifications and bid form documents (City to supply standard specification sections)
- Attend 50% review meeting with City staff (**Meeting #5**). All review materials will be submitted prior to meeting.
- Attend 90% review meeting with City staff (**Meeting #6**). All review materials will be submitted prior to meeting.
- Attend 100% review meeting with City staff (**Meeting #7**). All review materials will be submitted prior to meeting.
- Complete DSPS, WRAPP, and local erosion control permits.
- Prepare documents for public bidding process
- Communicate on a regular basis (biweekly minimum) with City staff via conference call and/or email.

Deliverables for Task V:

- Ten 11x17 review construction plan sets per meeting

- Five 11x17 final design drawings
- Three final specifications and bid documents
- One 11x17 complete permit as outlined in above scope
- 1 compact disk or DVD containing:
 - o PDF format final construction plans and bid documents
 - o Excel/Word format final quantity spreadsheet
 - o Final plan graphics (native software-CAD/GIS)
 - o Completed permit forms

ARTICLE 2 - ADDITIONAL SERVICES

2.1 Services Requiring Authorization in Advance

If authorized in writing by OWNER, CONSULTANT shall furnish or obtain from others Additional Services as provided below. These services are not included as part of Basic Services and will be paid for by OWNER as indicated in Attachment C.

2.1.1 Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2.1.2 Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.

2.1.3 Services resulting from significant changes in the general scope, extent or character of the Project or its design including, but not limited to, changes in size, complexity, OWNER's schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond CONSULTANT's control.

2.1.4 Providing additional renderings or models for OWNER's use.

2.1.5 Preparing documents for alternate bids requested by OWNER for Contractor(s)' work which is not executed or documents for out-of-sequence work.

2.1.6 Investigations and studies involving, but not limited to, cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing and assisting OWNER in obtaining process licensing; detailed quantity surveys of material, equipment and labor; and audits or inventories required in connection with construction performed by OWNER.

2.1.7 Furnishing services of independent professional associates and subconsultants for other than Basic Services (which include, but are not limited to, customary civil, structural, mechanical and electrical engineering and customary architectural design incidental thereto); and providing data or services of the types described in paragraph 3.4 when OWNER employs CONSULTANT to provide such data or services in lieu of furnishing the same in accordance with paragraph 3.4.

2.1.8 Services resulting from the award of more separate prime contracts for construction, materials or equipment for the Project than are contemplated or if CONSULTANT has been required to prepare Contract Documents on the assumption that more than one prime contract will be awarded for construction, materials and equipment, but only one prime contract is awarded for construction, materials and equipment for the Project, services attributable to the preparation of contract documentation that was rendered unusable and any revisions or additions to contract documentation used that was necessitated by the award of only one prime contract.

2.1.9 Services during out-of-town travel required of CONSULTANT other than visits to the site or OWNER's office as required by Basic Services.

2.1.10 Assistance in connection with bid protests, rebidding or renegotiating contracts for construction, materials, equipment or services, except when such assistance is required to complete services called for in Attachment D, paragraph 6.2.2.5.

2.1.11 Providing any type of property surveys or related engineering services needed for the transfer of interests in real property and field surveys for design purposes and engineering surveys and staking to enable Contractor(s) to proceed with their work; and providing other special field surveys.

2.1.12 Preparation of operating, maintenance and staffing manuals to supplement Basic Services under paragraph 1.7.3.

2.1.13 Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration or other legal or administrative proceeding involving the Project (except for assistance in consultations which is included as part of Basic Services under paragraphs 1.2.3 and 1.4.2).

2.1.14 Additional services in connection with the Project, including services which are to be furnished by OWNER as listed below, and services not otherwise provided for in this Agreement.

2.2 Required Additional Services

When required by the Contract Documents in circumstances beyond CONSULTANT's control, CONSULTANT shall furnish or obtain from others, as circumstances require during construction and without waiting for specific authorization from OWNER, Additional Services of the types listed in paragraphs 2.2.1 through 2.2.6, inclusive. These services are not included as part of Basic Services. CONSULTANT shall advise OWNER promptly after starting any such Additional Services which will be paid for by OWNER as indicated in Attachment C.

CONSULTANT will make a good faith effort to contact OWNER prior to performing or authorizing such services.

2.2.1 Services in connection with work change directives and change orders to reflect changes requested by OWNER if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered.

2.2.2 Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitutions proposed by Contractor(s); and services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by Contractor.

2.2.3 Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

ARTICLE 3 - OWNER'S RESPONSIBILITIES

OWNER shall do the following in a timely manner so as not to delay the services of CONSULTANT:

3.1 Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to CONSULTANT's services for the Project.

3.2 Provide all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the Project.

3.3 Place at CONSULTANT's disposal all available pertinent information including previous reports and any other data relative to design or construction of the Project.

3.4 Furnish to CONSULTANT, as required for performance of CONSULTANT's Basic Services, the following, all of which CONSULTANT may use and rely upon in performing services under this Agreement:

3.4.1 Data prepared by or services of others, including without limitation borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; including appropriate professional interpretations.

3.4.2 Environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies as to the Project, the site, and adjacent areas.

3.4.3 Property, boundary, easement, right-of-way, topographic and utility surveys.

3.4.4 Property descriptions.

3.4.5 Zoning, deed and other land use restriction.

3.4.6 Other special data or consultations not covered under Basic Services and Additional Services.

3.5 Provide engineering surveys to establish reference points for construction to enable Contractor(s) to proceed with the layout of the work.

3.6 Arrange for access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform services under this Agreement.

3.7 Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by CONSULTANT, obtain advice of an attorney, insurance counselor, financial/municipal advisor, and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of CONSULTANT.

3.8 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

3.9 Recognizing and acknowledging that CONSULTANT's services and expertise do not include the following services, provide, as required for the Project:

3.9.1 Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.

3.9.2 Legal services with regard to issues pertaining to the Project as OWNER requires, Contractor(s) raises, or CONSULTANT reasonably requests.

3.9.3 Such auditing services as OWNER requires to ascertain how or for what purpose any Contractor has used the money paid.

3.10 If OWNER designates a person to represent OWNER at the site who is not CONSULTANT or CONSULTANT's agent or employee, the duties, responsibilities and limitations of authority of such other person and the affect thereof on the duties and responsibilities of CONSULTANT and the Resident Project Representative (and any assistants) will be set forth in an exhibit that is to be identified, attached to and made a part of this Agreement before such services begin.

3.11 If more than one prime contract is to be awarded for construction, materials, equipment and services for the entire Project, designate a person or organization to have authority and responsibility for coordinating the activities among the various prime contractors.

3.12 Furnish to CONSULTANT data or estimated figures as to OWNER's anticipated costs for services to be provided by others for OWNER (such as services pursuant to paragraphs 3.7 through 3.11, inclusive and other costs of the types referred to in paragraph 1.2.6) so that CONSULTANT may make the necessary findings to support opinions of probable Total Project Costs.

3.13 Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings and substantial completion inspections and final payment inspections.

3.14 Give prompt written notice to CONSULTANT whenever OWNER observes or otherwise becomes aware of a hazardous environmental condition or any other development that affects the scope or timing of CONSULTANT's services, any defect or nonconformance in CONSULTANT's services, or any defect or nonconformance in the work of any Contractor.

3.15 Furnish, or direct CONSULTANT to provide, Additional Services as stipulated in paragraph 2.1 or other services as required.

3.16 Bear all costs incident to compliance with the requirements of Article 3.

ATTACHMENT B - PERIOD OF SERVICES

This is an attachment to the Agreement dated April 27, 2016 between the City of Burlington (OWNER) and Ayres Associates Inc. (CONSULTANT).

ARTICLE 4 - PERIOD OF SERVICES

4.1 The provisions of this Article 4 and the compensation for CONSULTANT's services have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the Construction Phase. CONSULTANT's obligation to render services hereunder will extend for a period which may reasonably be required for the design, award of contracts, construction, and initial operation of the Project including extra work and required extensions thereto. If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided below and if such dates are exceeded through no fault of CONSULTANT, compensation provided herein shall be subject to equitable adjustment.

The design process will commence immediately upon receipt of a signed contract and is anticipated to be completed by February 15, 2017. Permit submittals are scheduled to follow drawing completion. Construction bids will follow shortly thereafter.

4.2 If OWNER has requested significant modifications or changes in the general scope, extent or character of the Project, the time of performance of CONSULTANT's services shall be adjusted equitably.

4.12 In the event that the work designed or specified by CONSULTANT is to be furnished or performed under more than one prime contract, or if CONSULTANT's services are to be separately sequenced with the work of one or more prime contractors (such as in the case of fast-tracking), OWNER and CONSULTANT shall, prior to commencement of the Final Design Phase, develop a schedule for performance of CONSULTANT's services during the Final Design, Bidding or Negotiating and Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate contracts. This schedule is to be prepared whether or not the work under such contracts is to proceed concurrently and is to be included in this Attachment B and the provisions of paragraphs 4.4 through 4.10 inclusive, will be modified accordingly.

ATTACHMENT C - COMPENSATION AND PAYMENTS

This is an attachment to the Agreement dated April 27, 2016 between the City of Burlington (OWNER) and Ayres Associates Inc. (CONSULTANT).

ARTICLE 5 - COMPENSATION AND PAYMENTS

5.1 Compensation for Services and Expenses

5.1.1 Basic Services. OWNER shall pay CONSULTANT for Basic Services set forth in Attachment A, as follows:

5.1.1.1 An amount equal to the cumulative hours charged to the Project by each class of CONSULTANT's employees times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and charges of CONSULTANT's independent professional associates and subconsultants, if any.

5.1.1.2 CONSULTANT's Reimbursable Expenses are estimated as follows:

- Reimbursable expenses, estimated at \$6,000, include permit fees, printing, supplies and miscellaneous expenses.
- Existing base map information will be provided by the City in digital format (CAD/GIS). Any required additional topographic or geotechnical exploration (soil borings) will be provided by the City and coordinated with Ayres. All existing studies for the site will be provided by the City to Ayres. Permit fees will be paid by Ayres and submitted as additional expenses. Printing of additional design development plans (beyond the copies referenced in Appendix A) and/or construction documents will be the responsibility of the City.

5.1.1.3 The total compensation for services under paragraph 5.1.1 will not exceed \$150,804 based on the following assumed distribution of compensation:

a. Site Assessment	\$ 6,016
b. Preliminary Design Development	\$ 40,468
c. Pool Management Plan	\$ 12,992
d. Referendum Education and Assistance	\$ 12,208
e. Construction Documents	\$ 81,104
f. Construction Administration Services will be negotiated by contract amendment during preparation of final design documents.	

5.1.1.4 CONSULTANT may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by OWNER.

5.1.1.5 The total estimated compensation for CONSULTANT's services included in the breakdown by phases as noted herein incorporates all labor, overhead, profit, Reimbursable Expenses, and charges of CONSULTANT's independent professional associates and subconsultants.

5.1.3 Additional Services. OWNER shall pay CONSULTANT for Additional Services, if any, as follows:

5.2.5 Deductions or Offsets. No deductions or offsets shall be made from CONSULTANT's compensation or expenses on account of any setoffs or back charges.

5.3 Definitions

5.3.1 Reimbursable Expenses. Reimbursable Expenses mean the actual expenses incurred by CONSULTANT, directly or indirectly in connection with the Project, such as expenses for: transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representatives and their assistants; toll telephone calls and mobile phone charges; facsimile transmissions; expenses incurred for computer time, survey and testing instruments, and other highly specialized equipment; and reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items.

5.1.3.1 For services of CONSULTANT's employees engaged directly on the Project pursuant to Attachment A, paragraph 2.1 or 2.2 (except for services as a consultant or witness under Attachment A, paragraph 2.1.13), an amount equal to the cumulative hours charged to the Project by each class of CONSULTANT's employees times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and charges of CONSULTANT's independent professional associates and subconsultants, if any.

5.1.5 Amounts Billed. The amounts billed for CONSULTANT's services will be based on the cumulative hours charged to the Project during the billing period by each class of CONSULTANT's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and charges of CONSULTANT's independent professional associates and subconsultants.

5.1.6 Annual Adjustments. The Standard Hourly Rates Schedule will be adjusted annually (as of January) and the Reimbursable Expenses Schedule will be adjusted annually to reflect equitable changes in the compensation payable to CONSULTANT.

5.1.7 Other Provisions Concerning Compensation

5.1.7.1 Charges of CONSULTANT's Independent Professional Associates and Subconsultants. Whenever CONSULTANT is entitled to compensation for the charges of CONSULTANT's independent professional associates and subconsultants, those charges shall be the amounts billed to CONSULTANT times a factor of 1.0.

5.1.7.2 Factors. The factors for external Reimbursable Expenses and CONSULTANT's independent professional associates and subconsultants include CONSULTANT's overhead and profit associated with CONSULTANT's responsibility for the administration of such services and costs.

5.2 Payments

5.2.1 Times of Payments. CONSULTANT shall submit monthly invoices for Basic and Additional Services rendered and for Reimbursable Expenses incurred. OWNER shall make prompt monthly payments in response to CONSULTANT's invoices.

5.2.2 Failure to Pay. If OWNER fails to make any payment due CONSULTANT for services and expenses within thirty days after receipt of CONSULTANT's invoices, the amounts due CONSULTANT will be increased at the rate of 1% per month (12% A.P.R.), or the maximum rate of interest permitted by law, if less, from said thirtieth day, and in addition, CONSULTANT may, after giving seven days' written notice to OWNER, suspend services under this Agreement until CONSULTANT has been paid in full all amounts due for services and expenses.

5.2.3 Payments Upon Termination. In the event of termination by OWNER under Attachment D, paragraph 7.5, CONSULTANT will be entitled to invoice OWNER and to receive full payment for all services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination. In the event of termination by OWNER for convenience or by CONSULTANT for cause, CONSULTANT also shall be entitled to invoice OWNER and to payment of a reasonable amount for services and expenses directly attributable to termination.

5.2.4 Payments for Taxes Assessed on Services. The amount of any excise, value-added, gross receipts, or sales taxes that may be imposed on payments shall be added to the compensation as determined above.

ATTACHMENT D - TERMS AND CONDITIONS

This is an attachment to the Agreement dated April 27, 2016 between the City of Burlington (OWNER) and Ayres Associates Inc. (CONSULTANT).

ARTICLE 6 - CONSTRUCTION COST AND OPINIONS OF COST

6.1 Construction Cost

The construction cost of the entire Project (herein referred to as "Construction Cost") means the total cost to OWNER of those portions of the entire project designed and specified by CONSULTANT, but it will not include CONSULTANT's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include OWNER's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project or the cost of other services to be provided by others to OWNER pursuant to Attachment A, paragraphs 3.7 through 3.11, inclusive.

6.2 Opinions of Probable Cost

6.2.1 Because CONSULTANT has no control over the cost of labor, materials, equipment or services furnished by others, or over Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, CONSULTANT's opinions of probable Total Project Costs and Construction Cost provided for herein are to be made on the basis of CONSULTANT's experience, qualifications and judgment as an experienced and qualified professional, familiar with the construction industry; but CONSULTANT cannot and does not guarantee that proposals, bids or actual Project or Construction Costs will not vary from opinions of probable cost. If prior to the Bidding or Negotiating Phase OWNER wishes greater assurance as to Total Project or Construction Costs, OWNER shall employ an independent cost estimator.

ARTICLE 7 - GENERAL CONSIDERATIONS

7.1 Standard of Performance

The standard of care for all professional services performed or furnished by CONSULTANT under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. CONSULTANT does not make any warranty or guarantee, expressed or implied, nor is this Agreement or contract subject to the provisions of any uniform commercial code. Similarly, CONSULTANT will not accept those terms and conditions offered by OWNER in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

7.2 Reuse of Documents

All documents including Drawings and Specifications prepared or furnished by CONSULTANT (and independent professional associates and subconsultants) pursuant to this Agreement are instruments of service and CONSULTANT shall retain an ownership and property interest therein whether or not the Project is completed. OWNER may make and retain copies for information and reference in connection

with use and occupancy of the Project by OWNER and others; however, such documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by CONSULTANT for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to CONSULTANT, or to independent professional associates or subconsultants, and OWNER shall indemnify and hold harmless CONSULTANT and independent professional associates and subconsultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom.

7.3 Electronic Files

7.3.1 OWNER and CONSULTANT agree that any electronic files furnished by either party shall conform to the specifications agreed to at the time this Agreement is executed and listed elsewhere. Any changes to the electronic specifications by either OWNER or CONSULTANT are subject to review and acceptance by the other party. Additional services by CONSULTANT made necessary by changes to the electronic file specifications shall be compensated for as Additional Services.

7.3.2 Electronic files furnished by either party shall be subject to an acceptance period of 60 days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files.

7.3.3 OWNER is aware that differences may exist between the electronic files delivered and the printed hard-copy documents. In the event of a conflict between the hard-copy documents prepared by CONSULTANT and electronic files, the hard-copy documents shall govern.

7.4 Insurance

CONSULTANT shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom. Requirements for insurance are amended and supplemented as indicated in Attachment E.

7.5 Termination

The obligation to provide further services under this Agreement may be terminated by either party upon 10 days written notice at any time without any cause being required.

7.6 Controlling Law

Wisconsin Law and Venue. This Agreement shall be governed, controlled, construed, and interpreted by and under the laws of the State of Wisconsin (without giving effect to its conflict of law provisions). The venue for any legal action arising under and/or pertaining to this Agreement shall solely and exclusively be Racine County Circuit Court in Racine County, Wisconsin

7.7 Successors and Assigns

7.7.1 OWNER and CONSULTANT each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and CONSULTANT (and to the extent permitted by paragraph 7.7.2 the assigns of OWNER and CONSULTANT) are hereby bound to the other party to this

Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.7.2 Neither OWNER nor CONSULTANT shall assign, sublet or transfer any rights under or interest in this Agreement (including, but without limitation, moneys that may become due or moneys that are due) without the written consent of the other, except to the extent mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent CONSULTANT from employing such independent professional associates and subconsultants as CONSULTANT may deem appropriate to assist in the performance of services hereunder.

7.7.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than OWNER and CONSULTANT, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and CONSULTANT and not for the benefit of any other party.

7.8 Dispute Resolution

7.8.1 Negotiation. OWNER and CONSULTANT agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights under the dispute resolution provision below or other provisions of this Agreement, or under law.

7.8.2 Mediation. If direct negotiations fail, OWNER and CONSULTANT agree that they shall submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association effective on the date of this Agreement prior to exercising other rights under law.

7.9 Exclusion of Special, Indirect, Consequential, and Liquidated Damages

CONSULTANT shall not be liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages arising out of or connected in any way to the Project or this Agreement.

7.10 Betterment

If, due to CONSULTANT's negligence, a required item or component of the project is omitted from the construction documents, CONSULTANT's liability shall be limited to the reasonable cost of correction of the construction, less what OWNER's cost of including the omitted item or component in the original construction would have been had the item or component not been omitted. It is intended by this provision that CONSULTANT will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the project.

ATTACHMENT E - INSURANCE

This is an attachment to the Agreement dated April 27, 2016 between The City of Burlington (OWNER) and Ayres Associates Inc. (CONSULTANT).

ARTICLE 8 - INSURANCE

8.1 Workers' Compensation

Workers' Compensation insurance covering the CONSULTANT for any and all claims which may arise against the CONSULTANT because of Workers' Compensation and Occupational Disease Acts shall be carried. The Employer's Liability Section shall have limits of not less than the following:

Each Accident:	\$	100,000
Disease, Policy Limit:	\$	500,000
Disease, Each Employee:	\$	100,000

8.2 Commercial General Liability

Commercial General Liability insurance protecting the CONSULTANT against any and all general liability claims which may arise in the course of performance of this Agreement shall be carried. The limits of liability shall not be less than the following:

General Aggregate:	\$	1,000,000
Products-Completed Operations Aggregate:	\$	1,000,000
Personal and Advertising Injury:	\$	1,000,000
Each Occurrence:	\$	1,000,000

Property damage liability coverage shall not exclude explosion, collapse, and underground perils if CONSULTANT is engaged in these activities.

Commercial General Liability coverage shall also protect the CONSULTANT for the same limits of liability for claims which may arise because of the indemnity or contractual liability agreement contained within this Agreement.

8.3 Business Automobile Liability

Business Automobile Liability insurance including Owned, Non-Owned, and Hired vehicles shall be carried with a limit of not less than the following:

Bodily Injury and Property Damage, Combined Single Limit:	\$	1,000,000
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8.4 Umbrella Excess Liability

Excess liability insurance (umbrella form) over underlying Employer's Liability, Commercial General Liability, and Business Automobile Liability shall be carried. The limits of liability shall be not less than the following:

Each Occurrence:	\$	1,000,000
Aggregate:	\$	1,000,000

8.5 Professional Liability (Errors and Omissions)

Professional Liability insurance protecting the CONSULTANT against Professional Liability claims which may arise in the course of this Agreement shall be carried. The limits of liability shall be not less than the following:

Each Claim:	\$ 1,000,000
Aggregate:	\$ 1,000,000

8.6 Valuable Papers

During the life of this Agreement, the CONSULTANT shall maintain in force Valuable Papers and Records insurance in an amount equal to the maximum exposure to loss of written, printed, or otherwise inscribed documents and records, including books, maps, films, drawings, abstracts, deeds, mortgages, and manuscripts as shall be required and/or produced in the completion of this Agreement by the CONSULTANT.

Section 8.7 Additional Insured:

City to be an Additional Insured. At the cost and expense of Consultant, the City shall be named as an Additional Insured in the Consultant's policies of liability insurance listed in the above Sections 8.2, 8.3 and 8.4 of this Attachment E.



DATE: May 3, 2016

SUBJECT: RESOLUTION 4785(4) to consider awarding the contract for the Burlington Bike Path Fence Installation.

SUBMITTED BY: James T. Bergles, Director of Public Works

BACKGROUND/HISTORY:

As part of the new Aurora Medical Facility located on Highway 36, one outstanding item was to complete the bike path (located along the KW Precast property), which connects the Aurora property to the Beloit Street pedestrian parkway. This item is to consider awarding the contract for the Bike Path Fence Installation through the KW Precast property. The Board of Public Works opened four bids on April 28, 2016. Based on the recommendation of the City Engineer, staff recommends that the bid be awarded to the lowest, most responsive bidder: Northway Fence, Inc., for the total cost of \$46,955.60.

This fence is one of the remaining items to complete the bike path, allowing the City to open the path to the public. The other remaining item is the landscaping, which is separate from this contract. The landscaping will be installed by City staff once the fence is completed.

BUDGET/FISCAL IMPACT:

This contract was planned and funded by TID #5 funds. It is below the engineer's estimate of \$50,600.00.

RECOMMENDATION:

Staff recommends approval of a contract with Northway Fence, Inc., in the amount of \$46,955.60.00 for the installation of the Bike Path Fence.

TIMING/IMPLEMENTATION:

This item is scheduled for discussion at the May 3, 2016 Committee of the Whole meeting and scheduled for final consideration at the Council meeting this same night. This is one of the necessary steps in order to complete the path to get it open to the public.

ATTACHMENTS:

Resolution, Engineer's Recommendation and Bid Tabulation

**A RESOLUTION APPROVING THE AWARD OF THE CONTRACT FOR THE
BURLINGTON BIKE PATH FENCE INSTALLATION TO NORTHWAY FENCE, INC.
FOR THE TOTAL BID OF \$46,955.60.**

WHEREAS, the City of Burlington did post a Class 2 Notice to Bidders for the Burlington Bike Path Fence Installation on April 14 and April 21, 2016 and,

WHEREAS, bids received by the City were opened and reviewed at the Board of Public Works bid opening on April 28, 2016 and forwarded to the City Engineer and staff for final review; and,

WHEREAS, the City Engineer, and the Director of Public Works have reviewed the bids and based on the engineer's recommendation, we recommend acceptance of the lowest, most responsive bid from Northway Fence, Inc., a copy of which is attached hereto, and made a part thereof; and,

WHEREAS, the City Engineer, and the Director of Public Works have recommended approval of the Total Bid of: \$46,955.60.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Burlington that the Burlington Bike Path Fence Installation contract be awarded to Northway Fence, Inc. for the not-to-exceed amount of \$46,955.60 for the Total Bid.

Introduced: May 3, 2016
Adopted:

Jeannie Hefty, Mayor

Attest:

Diahn Halbach, City Clerk

MEMORANDUM TO THE CITY OF BURLINGTON

To: Jim Bergles
From: Greg Governatori
CC: Judy Gerulat, Carina Walters
Date: April 28, 2016
Re: Bid Approval and Recommendation for Burlington Bike Path Fence Installation

A total of four bids were received on Thursday, April 28, 2016 for the **Burlington Bike Path Fence Installation**. The bids were reviewed and the final bid tab results are as follows:

Item	Engineer's Estimate	<u>Bidder No. 1</u> Century Fence Company (Pewaukee, WI)	<u>Bidder No. 2</u> Munson Inc. (Glendale, WI)	<u>Bidder No. 3</u> Statewide Fencing, Inc. (Franksville, WI)	<u>Bidder No. 4</u> Northway Fence, Inc. (Menomonee Falls, WI)
Total Base Bid:	\$50,000	\$58,636.80	\$59,956.80	\$49,838.00	\$46,955.60

** Denotes adjusted bid total due to math error.

Based on the review of the bids, the review of the bidder's qualification statement, discussion with John Bjelajac City Attorney and the DPW staff, it is my recommendation to award the **Burlington Bike Path Fence Installation** base bid contract to **Northway Fence Inc.** for the total cost of \$46,955.60. A bid bond of 5% of the contract price, and qualification statement were submitted and complete. The project General Bid Tab is attached for your review.



KAPUR & ASSOCIATES, INC.

BURLINGTON BIKE PATH FENCE INSTALLATION, GENERAL BID TAB
 City of Burlington, Racine County, Wisconsin
 Bid Opening: April 28, 2016, 9:00am

BASE BID:

Burlington Bike Path Fence Installation			
Item No.	Item Description	Unit	Bid Qty.
616.0206	Fence Chain Link 6-FT	LF	2040
616.0208	Fence Chain Link 6-FT with Slats	LF	800
TOTAL BASE BID			

Engineers Estimate		Centray Fence Company		Munson, Inc.		Statewide Fence Inc.		APPARENT LOW BIDDER	
Bid Unit \$	Bid Total \$	Bid Unit \$	Bid Total \$	Bid Unit \$	Bid Total \$	Bid Unit \$	Bid Total \$	Bid Unit \$	Bid Total \$
\$ 15.00	\$ 30,600.00	\$ 17.52	\$ 35,740.80	\$ 19.32	\$ 39,412.80	\$ 14.45	\$ 29,478.00	\$ 14.39	\$ 29,355.60
\$ 25.00	\$ 20,000.00	\$ 28.62	\$ 22,896.00	\$ 25.68	\$ 20,544.00	\$ 25.45	\$ 20,360.00	\$ 22.00	\$ 17,600.00
\$	\$ 50,600.00	\$	\$ 58,636.80	\$	\$ 59,956.80	\$	\$ 49,838.00	\$	\$ 46,955.60



DATE: May 3, 2016

SUBJECT: Motion 16-837 to approve Doug Snyder of Baxter & Woodman to proceed with submitting Well #11 Treatment Plans to the Wisconsin DNR.

SUBMITTED BY: James Bergles, Director of Public Works

BACKGROUND/HISTORY:

On February 17, 2016 the City approved Doug Snyder of Baxter and Woodman to complete an initial study regarding the possible Well 11 upgrade, along with identifying alternatives that would encompass the entire water distribution system for the City of Burlington. The results of Mr. Snyder's analysis were provided in a detailed presentation and a comprehensive report was provided to the Committee of the Whole on April 2, 2016. This item is being brought forward to the May 3, 2016 Committee of the Whole for Council approval on moving forward with Option 2, as we are only recommending bringing Well #11 back online.

Three options were identified to remediate our current Radium issue at Well #11, along with the possibility of future Strontium removal. They were:

Option 1. Water Remediation Technology (WRT) Resin. WRT provides a total solution for radium and strontium removal from drinking water. WRT provides the process equipment, treatment media, and provides system maintenance with the exchange and safe, licensed disposal of used media. This is the only option that will reduce the radium and strontium levels in the sludge at the wastewater treatment plant.

Option 2. Softening Resin. This option will remove both radium and strontium and include a phosphate addition to prevent corrosion of our existing distribution lines. The City will see a slight increase in phosphorus at the treatment plant that would be countered by raising our ferric chloride amount to the wastewater treatment process. This option would allow existing home softener to be used less or removed completely.

Option 3. Hydrous Manganese Oxide (HMO). HMO is currently treating radium at Wells 9 and 10. This process only removes radium and does not remove strontium. Strontium is not currently regulated, but is on the EPA watch list for future regulation. The existing City wells have strontium levels that are nearly twice the limit currently proposed by the EPA. The HMO chemical has a high yearly cost and the equipment is labor intensive to keep operating.

BUDGET/FISCAL IMPACT:

Well 11 upgrade costs are estimated as such:

- Option 1 WRT is estimated at \$1.9 million with maintenance cost of \$560 per million gallons pumped.
- Option 2 Softening is estimated at \$1.0 million with a maintenance cost of \$50 per million gallon pumped.
- Option 3 HMO is estimated at \$1.0 million with an estimated maintenance of \$50 per million gallons pumped but I feel it will be higher after viewing operations at well 9-10.

Currently another municipality has backed out of this year's Clean Water Fund Loan Program. This has opened up 34 million dollars more in available money which makes obtaining our loan easier if we decide to go ahead with the 2017 program. Again, we have to have our design submitted along with the funding application paper work by June 30, 2016. The clean Water Fund Loan Program runs on a 20-year repayment cycle unless a shorter term is asked for. Our estimated payment on a \$1.0 million loan would be \$50,000 principle payment with a starting \$13,000 interest payment per year. The current interest rate is 1.65%.

Our 2016 budget allocated \$900,000 towards the Well 11 upgrade. It also has \$1.4 million allocated towards our Standpipe Painting. Funding this project is feasible without using the Clean Water Fund Loan. By using the CWFL we will retain a larger cash balance in the water account.

RECOMMENDATION:

Staff is recommending to upgrade Well 11 first prior to the entire water system. We recommend that we move away from the current HMO process of Radium removal. Staff sees a benefit to Option 2 of Softening Resin because it removes both of the natural elements that Well 11 tests high in. It will also help soften our water leading to a benefit to the home owner with less salt use in softeners. Staff also understands there will be a lower maintenance cost compared to the HMO process. We will need to add a phosphate to our system because of pumping softer water. This price for the phosphate has not been estimated.

TIMING/IMPLEMENTATION:

This item will be for discussion at the May 3, 2016 Committee of the Whole meeting. It will be brought back to the May 17, 2016 Common Council meeting for final approval. By having our plans submitted before June 30 will allow us to access state funding for 2017. If we delay our decision or cannot complete the funding paper work before June 30, we will have to wait for the next funding cycle to open up for 2018.

ATTACHMENTS:

Report

Executive Summary
Water Treatment and Storage Study
City of Burlington, Wisconsin

The City has 5 operational wells (Wells No. 7 through Well No. 11.) that are capable of meeting their water supply needs through the Year 2035, based on population projections provided by the Southeastern Regional Planning Commission. In general, the water quality from these wells is good; the iron and manganese levels are below secondary aesthetic standards.

Radium removal treatment was added at Well 9 and Well 10 in 2012. Well 7 and Well 8 meet current radium standards, but appear to be increasing in radium concentration and are expected to violate the standards within the next 10 years. Well 11 is in violation of radium limits and is currently off line and allowed only for emergency use; this was done on December 31, 2015 in order to satisfy an August 10, 2010 Wisconsin Department of Natural Resources Consent Order. The options to this were studied in a July 30, 2014 Well No. 11 Radium Compliance Report. The City chose to remove the well from service after finding elevated levels of strontium in the well; the Environmental Protection Agency (EPA) is currently considering regulation of strontium; the advisory limit is approximately half of the concentrations detected in Well 11 and the remaining water supply wells. The hydrous manganese oxide (HMO) treatment process that was installed at Well 9 and Well 10 does not remove strontium. The City could construct a similar HMO system at Well 11 and put this well back into operation in 2017; the risk is that they may need to replace the treatment equipment if the EPA decides to also regulate strontium. The opinion of probable project cost for this option is \$1,000,000.

The report examines the cost effective options that remove both radium and strontium at Well 11 and the modifications needed at Well 9 and Well 10 facilities to also remove strontium. The recommended solution at Well 11 is to install a resin softening system and bring the facility back into service in 2017; the estimated capital cost of this is \$1,000,000. The modifications at Well 9 and Well 10 can wait until strontium becomes regulated or can change if the City prefers lower operational cost and softened water for the residents. Softening facilities are recommended at the Well 7 and Well 8 sites when they are in violation of standards. The installation of softeners at each well should reduce or eliminate the need to soften at individual homes. Generators are also recommended at Well 7, Well 8, and Well 9 before the Dunford Drive tank is removed from service. The report contains a twenty year present worth cost comparison of the available treatment options.

This report also looks at the water storage needs of the City and provides a recommendation to change to conventional elevated storage rather than keep the existing system that needs pumps operating at all times to maintain system pressure. The \$1,500,000 cost associated with the new 500,000 gallon elevated storage tank and generators at each well site is less than the cost of the necessary repair, blasting, and repainting the Dunford Drive and the Origen Street structures. More importantly, the proposed system is more reliable and provides equal fire protection. The existing structures can remain until the operators are comfortable with the conventional system and possibly until a second 500,000 gallon elevated storage tank is placed at the existing Dunford Drive location or near the Well 11 locations before the end of the planning period. Attached is a schematic of the existing system and the proposed system. The report contains a twenty year present worth cost comparison of the available storage options.

