



AGENDA
COMMITTEE OF THE WHOLE
Tuesday, May 16, 2017 at 6:30 p.m.
Common Council Chambers - 224 East Jefferson Street

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

Student Representatives
Gabriel King, Burlington High School
Ryan Werner, Burlington High School

1. Call to Order – Roll Call
2. Citizen comments
3. Approval of minutes for May 2, 2017 (*T. Vos*) *pg. 3*
4. **Topic: Discussion** – regarding an update from SAFEbuilt Wisconsin, LLC the City’s consultant providing property maintenance and Code Enforcement support to the Building and Zoning Administrator. *pg. 8*
5. **Topic: Resolution 4828(47)** – to consider approving a Final Resolution and Installment Assessment Notice under §66.0703 Exercising its Assessment Power for Sanitary Sewer from 928 S. Pine to 1009 S. Pine. This item is scheduled for final consideration at the June 6, 2017 Common Council meeting. *pg. 10*
6. **Topic: Resolution 4851(9)** – to consider approving an Agreement between Burlington Rescue Squad, Inc. and the City of Burlington to convey ambulance #931. This item is scheduled for final consideration at the June 6, 2017 Common Council meeting. *pg. 26*
7. **Topic: Resolution 4852(10)** - to consider approving a Certified Survey Map for Paul and Patricia Naber for property located at the intersection of Stoney Hill Road and Rocky Road in the Town of Burlington within the City’s Extraterritorial Plat Jurisdiction. This item is scheduled for final consideration at the June 6, 2017 Common Council meeting. *pg. 31*
8. **Topic: Resolution 4853(11)** – to consider approving Scherrer Construction as the Construction Manager for the Construction of the Burlington Community Pool at Devor Park for the not-to-exceed amount of 3% of the total cost of construction. This item is scheduled for final consideration at tonight’s Common Council meeting..... *pg. 33*

9. **Topic: Ordinance 2025(2)** – to consider approving an At-Large Charter Ordinance for the City of Burlington in order to provide a mixed Council of both Elected and At-Large Officials. This item is for final consideration at the June 6, 2017 Common Council meeting. pg. 64
10. **Topic: Ordinance 2026(3)** – to consider amending Section 6-8, “Plan Commission” of the Municipal Code of the City of Burlington. This item is for final consideration at the June 6, 2017 Common Council meeting..... pg. 67
11. **Topic: Ordinance 2027(4)** – to consider amending Chapter 297-1(e)(1) “Taxicabs” in the Municipal Code of the City of Burlington. This item is for final consideration at the June 6, 2017 Common Council meeting..... pg. 73
12. **Topic: Ordinance 2028(5)** – to consider amending Chapter 234, “Park Regulations” of the City of Burlington Municipal Code, to create Section 234-2 (E) to prohibit abandonment of any boat or watercraft from City of Burlington Park property. This item is scheduled for final consideration at the June 6, 2017 Common Council meeting..... pg. 76
13. **Topic: Motion 17-873** - to discuss and consider approving an Eagle Scout Project and City Project Regarding City Owned Property Located at 256 State Street. This item is scheduled for final consideration at the June 6, 2017 Common Council meeting. pg. 79
14. **Topic: Motion 17-874** – to consider the annual insurance renewal with Zarek Insurance. This item is scheduled for final consideration at the June 6, 2017 Common Council meeting. pg. 86
15. **Adjourn** (*J. Schultz*)

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 16, 2017

SUBJECT: May 2, 2017 Committee of the Whole Minutes

SUBMITTED BY: Diahnn Halbach, City Clerk

BACKGROUND/HISTORY:

The attached minutes are from the May 2, 2017 Committee of the Whole meeting.

BUDGET/FISCAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval of the attached minutes from the May 2, 2017 Committee of the Whole meeting.

TIMING/IMPLEMENTATION:

This item is scheduled for final consideration at the May 16, 2017 Common Council meeting.

ATTACHMENTS:

Committee of the Whole Minutes



CITY OF BURLINGTON
Committee of the Whole Minutes
Jeannie Hefty, Mayor
Diahnn Halbach, City Clerk
Tuesday, May 2, 2017

Prior to calling the meeting to order, Mayor Hefty commemorated John Ekes, Pat Hoffman, and Darrel Eisenhower for their years of service to the City of Burlington.

1. Call to Order/Roll Call

Mayor Jeannie Hefty called the meeting to order at 6:38 p.m. starting with roll call. Aldermen present: Susan Kott, Ed Johnson, Bob Grandi, Ruth Dawidziak, Jon Schultz, Tom Preusker, and Todd Bauman. Absent: Tom Vos

Also present: City Administrator Carina Walters, City Attorney John Bjelajac, Finance Director Steve DeQuaker, Director of Administrative Services Megan Watkins, Police Chief Mark Anderson, Fire Chief Alan Babe, DPW Director Jim Bergles, Library Director Joe Davies and Building Inspector Gregory Guidry.

Student Representatives - Present: Gabriel King and Ryan Werner Excused: None.

2. Citizens Comments and Questions

There were none.

3. Approval of Minutes from April 5, 2017

A motion was made by Alderman Schultz with a second by Alderman Bauman to approve the minutes from April 5, 2017. With all in favor, the motion carried to approve the minutes.

4. Topic: Discussion regarding property located at 256 W. State Street.

This topic was tabled until May 16, 2017.

5. Topic: Presentation by Margaret Gessner of Central Racine County Health Department regarding the 2017 Annual Report, Health Department Community Health Assessment (CHA), and Community Health Improvement Plan.

Margaret Gessner presented the highlights of 2016 and progress of their 5 year strategic initiative which includes: 1) achieving national public health accreditation, 2) enhancing external communication and partnerships, 3) focusing workforce development on performance, 4) aligning organizational programs and services; and 5) assuring financial viability.

Alderman Schultz inquired about the medical collection efforts. Gessner responded that the County has been promoting drop boxes and drop sites and currently there are 13 drop sites in the County.

Student representative Ryan Werner asked if this information could be publicized throughout the schools in an effort to help keep drugs out of school. Gessner responded that she would gladly collaborate with the schools and help determine the best way to communicate this information.

6. **Topic: Presentation** by Blake Theisen of Ayres Associates to discuss the updated pool design and construction costs.

Walters gave a brief overview of what was discussed at a meeting prior to the Committee of the Whole, which included changes to the original plan presented in December

7. **Topic: Resolution 4843(1)** – to consider approving the Agreement between the City of Burlington and the Burlington Pool Corporation for the Daily Operations, Maintenance, and future Capital Improvements costs of the New Pool to be located in Devor Park.

Attorney Bjelajac reviewed the draft agreement and said it was a win-win for both the City and the Pool Board.

Alderman Schultz asked for clarification as to whom would be paying for utilities. Bjelajac responded that the Pool Corp. would pay for utilities during the open pool season and the City would take over payments in the off-season. Schultz suggested the billing be set-up in the City's name and seek reimbursement from the Pool Corp. rather than switching accounts back and forth.

8. **Topic: Resolution 4831(50)** – to consider approving the acceptance of an Offer to Sell real property to Burlington Core Upgrades II, LLC for the properties formerly known as 261 E. Chestnut and 249 E. Chestnut..

Attorney Bjelajac reviewed the agreement and reminded everyone that this item was previously discussed at the April 5 Committee of the Whole meeting but was before them again because it was not approved by Council prior to the Organization meeting. Due to there being a new Council, this item must come before the Committee of the Whole once again before Council can approve.

9. **Topic: Resolution 4844(2)** – to consider approving Task Order Number 102, with Kapur & Associates, regarding Engineering Services for the Restroom Facility Replacement at the Congress Street Ball Diamond for the not-to-exceed amount of \$15,118.

Jim Bergles explained that these restrooms were seriously dilapidated and does not meet ADA requirements.

Alderman Johnson thought \$15,000 was a little excessive for a bathroom. Tom Foht from Kapur, responded that the bathrooms are being completely rebuilt and moved closer to the sidewalks so that it can be easily accessed by wheelchairs if necessary.

10. **Topic: Resolution 4845(3)** – to consider approving the purchase of a “Class B” Liquor License from the Town of Burlington in the amount of \$12,500.

Walters explained that the Town of Burlington has offered to sell the City of Burlington one of their Class B Reserve Liquor licenses in the amount of \$12,500 and with the condition that the license be issued to a qualifying new business only and upon Council approval.

11. **Topic: Resolution 4846(4)** – to consider approving the purchase of two (2) new ImageCast Evolution (ICE) voting machines in the total amount of \$19,200.

Mayor Hefty introduced Resolution 4846(4). There was no discussion.

12. **Topic: Resolution 4847(5)** – to consider approving an Extraterritorial Zoning (ETZ) Certified Survey Map (CSM) for property located at 30561 Bushnell Road, in the Town of Burlington..

Gregory Guidry explained that as part of the City’s Extraterritorial Plat Approval Jurisdiction Area with the Town of Burlington, which includes an area within 1.5 miles of the City, all divisions and subdivision of land shall be reviewed by the Plan Commission and Common Council. Guidry further stated that the Town of Burlington Planning and Zoning Committee approved this CSM a their April 13, 2017 meeting.

13. **Topic: Resolution 4848(6)** – to consider approving a two-year contract for part-time building inspection services with Municipal Services, Inc.

Guidry explained that the contract with Municipal Services had expired and this is simply a renewal and that no changes, other than the dates, were made.

14. **Topic: Resolution 4849(7)** – to consider approving a resolution awarding the sale of \$8,220,000 General Obligation Corporate Purpose Bonds, Series 2017A.

15. **Topic: Resolution 4850(8)** – to consider approving a resolution authorizing the issuance and sale of \$1,660,000 Sewerage System Revenue Bonds, Series 2017B of the City of Burlington, Racine and Walworth counties, Wisconsin, and providing for the payment of the bonds and other details with respect to the bonds.

Steve DeQuaker referred to both Resolutions 4849(7) and 4850(8), stating this is the next step in the 2017 Financial Management Plan and introduced Jon Cameron, of Ehlers, to further review the bond reports. DeQuaker also stated that the City of Burlington has been able to uphold its Double A- rating.

Cameron explained that both bonds came in at a lower amount, which will save the City approximately \$260,324. The General Obligation Bonds came in at \$7.99 million instead of the \$8.22 million and the Sewerage System Revenue Bonds came in at \$1.61 million instead of the projected \$1.66 million.

16. **Topic: Ordinance 2024(1)** – to consider a rezone for property located at 317 McHenry Street from B-3, Neighborhood Professional Office to Rs-3, Single-Family Residential.

Guidry explained that this property is across from the hospital and the new owners would like to have this property rezoned as residential as they intend to use this property as a single-family home.

17. **Topic: Motion 17-872** – to consider approving an Airport Hangar Lease with Milo Meak Properties, LLC for 1532 Taxiway at the City of Burlington’s Municipal Airport.

Mayor Hefty introduced Motion 17-872. There was no discussion.

18. **Adjourn**

A motion was made by Alderman Preusker with a second by Alderman Johnson to adjourn the meeting. With all in favor, the meeting adjourned at 7:27 p.m.

Minutes respectfully submitted by:



Diahm C. Halbach
City Clerk
City of Burlington



DATE: May 16, 2017

SUBJECT: DISCUSSION – Regarding an update from SAFEbuilt Wisconsin, LLC the City’s Consultant providing Property Maintenance and Code Enforcement support to the Building and Zoning Administrator.

SUBMITTED BY: Carina Walters, City Administrator & DA Maddox, SAFEbuilt

BACKGROUND/HISTORY:

At the October 27, 2015 Budget Workshop, the Common Council determined it was in the best interest of the community to hire a code enforcement specialist to assist Gregory Guidry in facilitating property maintenance items for both commercial and residential properties. In April 2016 the Council approved a Professional Services Agreement with SAFEbuilt Wisconsin LLC.

The Common Council agreed with staff’s recommendation to implement the following process over the preceding twelve month cycle.

1. To build a code enforcement program that will work in tandem with city and state building codes, educate home and business owners, and implement a preventive maintenance plan for the future.
2. Review the City’s code and recommend revisions as necessary. The following codes have been updated as part of the process.

- Ch. 115 – Building construction
- Ch. 142 – Electrical
- Ch. 148 – Erosion Control
- Ch. 243 – Plumbing
- Ch. 256 and 315 – Garbage in downtown district
- Ch. 270 – Stormwater Management
- Ch. 271 – Illicit Discharge
- Ch. 315 – Fences

Drafted and being reviewed by City Attorney:

- Ch. 315-71 – Non-conforming signs
- Ch. 315-85 – Non-conforming Uses
- Ch. 315-33.1- Sexually orientated businesses

To be completed:

- Ch. 155 – Fire Prevention and protection
- Ch. 315 – Sign regulations in reference to the Reed Decision

3. The third step was to create an educational process that would be driven by complaints on either Commercial/ Residential properties
4. The fourth step included informal educational walks with elected officials pointing out possible violations and room for improvement in both residential and the downtown.

This evening SAFEbuilt and Gregory Guidry, Building Inspector, will provide an overview of the program, statistical information including closed complaints and those still in progress to the Committee of the Whole.

BUDGET/FISCAL IMPACT:

The City pays SAFEbuilt \$55 per hour for services rendered.

RECOMMENDATION:

TIMING/IMPLEMENTATION:

This item is for discussion at the May 16, 2017 Committee of the Whole meeting.

ATTACHMENTS:



DATE: May 16, 2017

SUBJECT: RESOLUTION 4828(47) to consider approving a Final Resolution and Installment Assessment Notice under §66.0703 Exercising its Assessment Power for Sanitary Sewer from 928 S. Pine to 1008 S. Pine.

SUBMITTED BY: Carina Walters, City Administrator

BACKGROUND/HISTORY:

In the late 1980's and early 1990's when the water and sewer was extended along Pine Street south to the water treatment plant, the east side of the street was not included as it was in the Town of Burlington. The utility extension at that time was only to connect the old wastewater plant to the new plant. It was not until Packaging Corporation approached the City for annexation that utility connections were discussed. Following two attempts, Packaging Corp. was annexed in 1995 annexing a total of 16 properties including the current Department of Public Works. During the annexation process municipal services were to be included in the future; however, no documentation on dates have been identified. For the purposes of this evening's discussion, we are only discussing the petition of Mr. Lewandowski and the 5 adjacent properties from 928 S. Pine Street to 1008 S. Pine Street.

In early 2016, Mr. Michael Lewandowski of MD Services petitioned the Plan Commission to expand his Marina Services that would include a Pole barn allowing him to sell boats. Mr. Lewandowski and his contractor, Greg Dzedzic of Pinno Buildings identified a part of the construction would include connecting to the City's sewer connection; however, the connection was not under Pine Street to the east side of the street, thus all costs would have been born to Mr. Lewandowski. The project was not financially viable.

Mr. Lewandowski and Mr. Dzedzic respectfully proposed several options to the City which included: to assist with paying a portion of the utility connection, create a special assessment and allow the affected property owners to pay for the utility connection, allow the installation of a well and septic, or release the annexed properties back to the Town of Burlington. One June 21, 2016, the Common Council voted to move forward with Task Order One-Hundred with Kapur & Associates to provide engineering services, plans, specifications, conduct bid opening activities and oversight of construction for sanitary sewer improvements to extend municipal sewer to five properties. Water was not a part of this project, as water is currently available in the middle of Pine Street; whereas, each property owner would need to tap into the connection.

During the Budget Workshop, staff was directed to place dollars in the 2017 Budget towards this economic development initiative. To date, the Common Council has passed a Preliminary Resolution in February 2017, and at its March 21, 2017 during a Public Meeting, the Council tabled the discussion for staff to meet with the affected stake holders due to the cost of the project.

In preparation of this evening's Committee of the Whole, staff has met with the property owners on April 18 and May 9, outlining the total cost of the sewer project that are reflected below in attempts to gain consensus for the project.

Property Address	Approximate Feet/ Frontage	Sewer Main Length	Estimated Sewer Cost/ Assessment	Approximate 20 Year Pay Plan on Special Assessment for Sewer without 4% Interest
City Portion	100	161.00	\$30,304	
1008 S. Pine Street - FAUST III TRUST HARRY J	470.00	112.00	18,920.24	\$946.01
996 S. Pine Street - MICHAEL A LEWANDOWSKI	196.00	196.00	18,920.24	\$946.01
988 S. Pine Street - JB SCHNEIDER INVESTMENTS LLC	110.00	110.00	18,920.24	\$946.01
940 S. Pine Street - ANS PROPERTIES INC	224.00	224.00	18,920.24	\$946.01
928 S. Pine Street - BOBBY L PIAS	218.00	20.00	18,920.24	\$946.01
Totals	1218.00	823.00	94,601.20	
Total Project Costs			\$124,905.60	

Again, the above chart does not reflect the water and sewer lateral connection costs, nor the water connection (in Pine Street) for two reasons, 1) water is available within Pine Street; however, we do not know the exact frontage of lateral needed to building and/or home and 2) the City does not have a mandatory water connection ordinance as it does for sanitary sewer. City staff did speak with a local contractor (after the April 19 meeting) to provide quotes for these services; however, at the time of the May 9 meeting, three owners had not either made contact, one was waiting to schedule a meeting, and the other already had quotes. During the April 18th discussion the City was asked what cost could be considered to alleviate the total project costs. Staff articulated it would recommend to the Common Council, who would need to approve any policy presented.

Staff recommendations are as follows:

1. To allow the property owners to pay back the special assessment over 20 years versus the past practice of 10 years.
2. Eliminate/waive the sewer connection fee of \$1,650 per REU (or bathroom/rooms in multifamily).
3. Allow for a 2 year connection versus a 180 day connection once the connection is created (via City ordinance) unless their septic fails prior to the 2 years.

Based on the two meetings, the only property owner of 1008 S. Pine Street clearly articulated they do not have a need for city services as they have the largest septic system in Racine County and suitable well for their size business.

The other property owners were advised via email and US Mail of this evening's Committee of the Whole meeting and were provided a revised Special Assessment Report and Installment Assessment Notice to reflect the recommendations listed above.

BUDGET/FISCAL IMPACT:

There City is paying the upfront cost of the entire project consisting of approximately \$124,905.60 and the City would Special Assess the \$94,601.20.

RECOMMENDATION:

City staff and the City Attorney recommend approval of the final resolution as presented to begin the special assessment process per state statute regulations.

TIMING/IMPLEMENTATION:

This item is for discussion at the May 16, 2017 Committee of the Whole meeting and scheduled for final consideration at the June 6, 2017 Common Council meeting.

ATTACHMENTS:

Resolution

Special Assessment Report

Installment Assessment Notice

**FINAL RESOLUTION AND INSTALLMENT ASSESSMENT NOTICE
EXERCISING ASSESSMENT POWER REGARDING THE SOUTH PINE STREET SANITARY
SEWER PROJECT FOR THE CITY OF BURLINGTON, RACINE COUNTY, WISCONSIN**

WHEREAS, the City of Burlington, Wisconsin has had plans and specifications prepared for the construction of a municipal Sanitary Sewer Main and related infrastructure, to be owned and operated by the City of Burlington, to serve the area described in the Report mentioned below and which is on file with the City Clerk, the Sanitary Sewer Main to be constructed along South Pine Street, commencing approximately 110 feet south of the North property line of 1008 South Pine Street and continuing northward to approximately 10 feet north of the South property line of 928 South Pine Street; and

WHEREAS, the City of Burlington has awarded and/or will be awarding a contract for such municipal Sanitary Sewer Project to the lowest responsible bidder for such project; and

WHEREAS, the City of Burlington intends to pay for a part of the costs of such construction project by levying special assessments on the real properties benefitted by the Project, in an exercise of its police power, pursuant to the terms and provisions of Section 66.0703 of the Wisconsin Statutes, and the City of Burlington expressly declared this intent in a Preliminary Resolution adopted on February 21, 2017, all as required by such Statute; and

WHEREAS, as further required by Section 66.0703 of the Wisconsin Statutes, a Report has been prepared and duly filed with the City Clerk regarding such Project and proposed special assessments, and a public hearing held on the matter, at which hearing persons appeared and voiced their questions and/or objections to the same;

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Report on file with the City Clerk regarding the said South Pine Street Sanitary Sewer Project, including the plans and specifications therefore, is hereby amended to be in the conformity with any final amendment(s) made to the same by the City of Burlington Common Council (if any such amendment(s) was in fact made), and (as may have been modified), such Report is hereby adopted and finally approved; and

2. The said Sanitary Sewer Project shall be implemented and conducted in accordance with the said Report and related plans and specifications; and

3. The cost of such Sanitary Sewer Project shall be paid, at least in part, by the levying of special assessments, in an exercise of the police power of the City, pursuant to Section 66.0703 of the Wisconsin Statutes, and that such special assessments be levied in the amounts and in the manner specified in the said Report referred to above, such special assessments being determined on a reasonable basis and all of the assessed properties being benefitted by the said Project; and

4. The City Clerk is hereby directed to publish this Final Resolution as a Class 1 Notice in the Burlington Standard Press newspaper, being a newspaper of general circulation in the said City, and the City Clerk is further hereby directed to mail a copy of this Final Resolution to all interested persons whose post-office address is known, or can be ascertained with reasonable diligence. Additionally, to the extent provided for by law, the City Clerk shall mail and publish the Installment Assessment Notice regarding the said special assessments.

Introduced: March 21, 2017

Adopted:

Jeannie Hefty, Mayor

Attest:

Diahnn Halbach, City Clerk

INSTALLMENT ASSESSMENT NOTICE FOR THE
SOUTH PINE STREET SANITARY SEWER PROJECT

Pursuant to the provisions of Section 66.0715 of the Wisconsin Statutes, NOTICE IS HEREBY GIVEN that a contract has been, and/or will be, let for the construction of a municipal sanitary sewer main and related infrastructure along South Pine Street, commencing approximately 110 feet south of the North property line of 1008 South Pine Street and continuing northward to approximately 10 feet north of the South property line of 928 South Pine Street.

Pursuant to Section 66.0703 of the Wisconsin Statutes, special assessments have been levied on the benefitted properties for this sanitary sewer project, pursuant to a Final Resolution adopted by the City of Burlington Common Council at its meeting held on April 4, 2017. These special assessments, and the timing and manner of the payment for the same, are specifically described in the statutory Report adopted and approved by the City of Burlington Common Council at the said April 5, 2017 meeting. That adopted Report is on file with the City Clerk and may be inspected at the Burlington City Hall, located at 300 North Pine Street, Burlington, Wisconsin 53105, during the office hours that the City Hall is open to the public.

An excerpt from the above-described Report, being the Exhibit B – Terms of the Special Assessment of the adopted Report on file with the City Clerk, reads as follows regarding the special assessments levied for the sanitary sewer main:

1. The total estimated Project cost is \$124,905.60. The City of Burlington (the “City”) will pay for the cost of (i) directionally drilling and installing the sanitary sewer under South Pine Street, and (ii) installing a manhole for the connection of the sanitary sewer main on the west side of South Pine Street. The City’s estimated cost for this work is \$30,304.40. The remaining estimated balance of the Project cost is \$94,601.20, which will be assessed on the benefitted properties on an equal, per lot, basis.
2. There are five (5) benefitted properties (the “Benefitted Properties”) in this Project. The five Benefitted Properties are described in attached Exhibit E.
3. Each Benefitted Property is being specially assessed, under the police power provisions of Section 66.0703 of the Wisconsin Statutes, in the amount of \$18,920.24, based on an equal, per lot, basis.
4. A Benefitted Property owner may pay the \$18,920.24 to the City, without any interest thereon, on or before the date of November 1, 2017. If such special assessment is not paid in full to the City on or before November 1, 2017, then the said special assessment shall be placed on the tax roll of the Benefitted Property over twenty (20) years, in the manner described in below Paragraph 5.
5. The special assessment of \$18,920.24 shall be levied on each Benefitted Property, commencing with the 2017 tax roll for the Benefitted Property. Commencing on the date of January 1, 2018, interest shall accrue on the unpaid amount of the special assessment at the rate of Four Percent (4.0%) per annum until paid in full. The \$18,920.24, plus accrued

interest, shall be paid in Twenty (20) equal annual installment payments on the tax roll of the Benefitted Property, with such first annual installment payment to be placed on the 2017 tax roll, and with the final, twentieth annual installment payment placed on the 2036 tax roll.

6. The special assessment, plus accrued interest, may be paid in full at any time by the Benefitted Property owner.
7. Pursuant to Section 66.073(11), Wis. Stats., if the final Project cost is less than the estimated Project cost used for the purposes of this Report, then the special assessments levied based on the Report's estimated Project cost shall be proportionately reduced, in the manner provided for in that statute.

Dated this 10th day of May, 2017.

Diahnn Halbach
City Clerk
City of Burlington, Wisconsin

CITY OF BURLINGTON

5/10/2017



SPECIAL ASSESSMENT REPORT
PINE STREET SANITARY SEWER EXTENSION
RACINE COUNTY, WISCONSIN

PREPARED BY:
KAPUR & ASSOCIATES, INC
1124 S. PINE STREET
BURLINGTON WI, 53105

Special Assessment Report

Pine Street Sanitary Sewer Extension, City of Burlington

Racine County, Wisconsin

Project Number: 160296

May 16, 2017



Gregory L.
Governatori, P.E.
Project Manager



Preliminary Resolution adopted by the City of Burlington Common Council on the date of May 16, 2017, the undersigned hereby files with the City Clerk of the City of Burlington, located in Racine County, Wisconsin, this report regarding Pine Street Sanitary Sewer Extension Project and its related Special Assessments.

Each of the real properties described herein against which the Special Assessments will be levied is benefited by this project, and this construction project is being done as an exercise of the police power of the City of Burlington, Wisconsin, as allowed in Section 66.0703 of the Wisconsin Statutes.

GENERAL DESCRIPTION OF THE PROJECT

Sanitary sewer will be installed along Pine Street in the City of Burlington. The Sanitary sewer will be installed at the approximately 110' south of the North Property line of 1008 S. Pine Street and continuing northward to approximately 10' north of the South property line of 928 S. Pine Street. This project is being completed by the City of Burlington.

All five properties located along the route of the sanitary sewer being installed in this project are "benefitted properties" under the applicable Wisconsin Statutes, and are accordingly being specially assessed for a part of the project cost. The special assessments for each benefitted property are described in the Assessment Schedule A attached to this Report.

The sanitary sewer assessment cost has been calculated by the cities consulting engineers, based on the estimated prices received for this project. An 8" sanitary main is standard size for municipal sewer service to the benefitted properties in this project.

The City of Burlington will be paying for the costs associated with directionally drilling the sewer under S. Pine Street and providing the providing a new connection Manhole.

Water services connections are not part of this project and future watermain service connections will involve at the owners cost, the cost of connecting to the existing watermain and installing water service to the property owner's residence/building.

ATTACHMENTS

This report includes the following attachments:

- Exhibit A- Plans and Specifications
- Exhibit B- Terms of Special Assessment
- Exhibit C- Sanitary Sewer Assessment Rate Calculations
- Exhibit D- Mandatory Connection
- Exhibit E- Summary of Properties
- Schedule A- Sanitary Sewer Assessment Schedule



Exhibit A- Plans and Specifications

There is on file in the office of the Department of Public Works, a set of plans and specifications for the construction project, which are available for review during business hours. Said plans and specifications are hereby incorporated into this report by reference. The route of the Sanitary Sewer for the municipal project is shown on Exhibit A.



Exhibit B- Terms of the Special Assessment

1. The total estimated Project cost is \$124,905.60. The City of Burlington (the “City”) will pay for the cost of (i) directionally drilling and installing the sanitary sewer under South Pine Street, and (ii) installing a manhole for the connection of the sanitary sewer main on the west side of South Pine Street. The City’s estimated cost for this work is \$30,304.40. The remaining estimated balance of the Project cost is \$94,601.20, which will be assessed on the benefitted properties on an equal, per lot, basis.

2. There are five (5) benefitted properties (the “Benefitted Properties”) in this Project. The five Benefitted Properties are described in attached Exhibit E.

3. Each Benefitted Property is being specially assessed, under the police power provisions of Section 66.0703 of the Wisconsin Statutes, in the amount of \$18,920.24, based on an equal, per lot, basis.

4. A Benefitted Property owner may pay the \$18,920.24 to the City, without any interest thereon, on or before the date of November 1, 2017. If such special assessment is not paid in full to the City on or before November 1, 2017, then the said special assessment shall be placed on the tax roll of the Benefitted Property over twenty (20) years, in the manner described in below Paragraph 5.

5. The special assessment of \$18,920.24 shall be levied on each Benefitted Property, commencing with the 2017 tax roll for the Benefitted Property. Commencing on the date of January 1, 2018, interest shall accrue on the unpaid amount of the special assessment at the rate of Four Percent (4.0%) per annum until paid in full. The \$18,920.24, plus accrued interest, shall be paid in Twenty (20) equal annual installment payments on the tax roll of the Benefitted Property, with such first annual installment payment to be placed on the 2017 tax roll, and with the final, twentieth annual installment payment placed on the 2036 tax roll.

6. The special assessment, plus accrued interest, may be paid in full at any time by the Benefitted Property owner.

7. Pursuant to Section 66.073(11), Wis. Stats., if the final Project cost is less than the estimated Project cost used for the purposes of this Report, then the special assessments levied based on the Report’s estimated Project cost shall be proportionately reduced, in the manner provided for in that statute.

Exhibit C- Sanitary Sewer Assessment Rate Calculations

Pine Street Sanitary Sewer Complete Project					
ITEM NO.	ITEM DESCRIPTION	UNIT	QTY.	UNIT \$	\$ TOTAL
204.0110	Removing Asphaltic Surface	SY	33	\$ 22.50	\$ 742.50
465.0120	Asphaltic Surface Driveways and Field Entrances	TON	8	\$ 350.00	\$ 2,800.00
628.1504	Silt Fence	LF	851	\$ 1.50	\$ 1,276.50
628.2004	Erosion Mat Urban Class I, Type B (NON-NETTED)	SY	584	\$ 2.00	\$ 1,168.00
628.7015	Inlet Protection Type C	EACH	15	\$ 50.00	\$ 750.00
690.0150	Sawing Asphalt	LF	120	\$ 2.00	\$ 240.00
SPV.0060.01	Manhole Frame & Cover (1 only*)	EACH	4	\$ 500.00	\$ 2,000.00
SPV.0060.02	Sanitary Manhole 48-Inch(1 only*)	EACH	4	\$ 3,000.00	\$ 15,000.00
SPV.0090.01	Sanitary Sewer 8-Inch PVC (Spoil Backfill)	LF	664	\$ 80.00	\$ 53,120.00
SPV.0090.02	Sanitary Sewer 8-Inch PVC (Directionally Drilled)*	LF	160	\$ 135.00	\$ 21,600.00
SPV.0090.03	Sanitary Sewer 6-Inch PVC (Lateral)	LF	47	\$ 65.00	\$ 3,055.00
SPV.0105.01	Restore Disturbed Areas - Includes Topsoil (625.0100), Mulching (627.0200), Fertilizer Type A (629.0205), Seeding Mix No. 40 (630.0140).	SY	584	\$ 4.00	\$ 2,336.00
	20% Contingency Engineering/Legal Fees (25%*)				\$ 20,817.60
TOTAL PROJECT COST				\$	124,905.60

*Items to be paid for by City

Assessment Calculations

Sanitary Sewer:

Sanitary Project Cost:	<u>\$104,088.00</u>
Engineering/Legal Fees:	<u>\$20,817.60</u>
Total Project Cost:	\$124,905.60
Costs paid by City: *	\$30,304.40
Total Cost to be Assessed	\$94,601.20

Total Number of Parcels:	5
Assessment Rate/Parcel:	\$18,920.24



Exhibit D- Mandatory Connection

1. Attached to this Report, as a part of this Exhibit D, are copies of Sections 259-4 and 259-5 of the City of Burlington Municipal Code, pertaining to (i) mandatory connection requirements once sanitary sewer service is available to the Benefitted Properties, and (ii) the Sanitary Sewer Connection charge payable by the Benefitted Property owners for municipal sanitary sewer service.

2. Under Sections 259-4 and 259-5, connection to the sanitary sewer system and payment of the sewer connection charge is required within 180 days after written notice is given by the City to the Benefitted Property owner that municipal sanitary sewer service is available to serve the Benefitted Property. For the purposes of this unique project; however, the benefitted properties will be required to connect to the municipal sewer within 2 years after written notice is given by the City to the Property.

3. When making the connection of the Benefitted Property to the sanitary sewer system, the Benefitted Property owner shall be responsible for the cost of (i) installing a sewer lateral from the residence/building to the property line (the Project itself installing a sewer lateral from the sanitary sewer main to the property line), (ii) making the interior plumbing connections in the residence/building, and (iii) abandoning the presently-existing private sanitary system.

4. The property with address 988 S. Pine Street is not currently serviced by utilities and has neither water or sanitary systems on the property. For this special assessment report the property located a 988 S. Pine Street shall connect to municipal sewer within 2 years after water is provided to the property, whether through a private water system (if so allowed by the City) and/or a connection to the City of Burlington municipal water system.

Exhibit E- Summary of Properties

Property Address	Owner	Mailing Address
1008 S. Pine Street	FAUST III TRUST HARRY J	29104 ROWNTREE RD, BURLINGTON, WI 53105
996 S. Pine Street	MICHAEL A LEWANDOWSKI	PO BOX 414, ROCHESTER, WI 53167
988 S. Pine Street	JB SCHNEIDER INVESTMENTS LLC	2900 BIENEMAN RD, BURLINGTON, WI 53105
940 S. Pine Street	ANS PROPERTIES INC	164 W STATE ST, BURLINGTON, WI 53105
928 S. Pine Street	BOBBY L PIAS	928 S. PINE STREET, BURLINGTON, WI 53105



Schedule A- Summary of Properties

Property Owner & Tax Number	Total Assessment
HARRY FAUST III TRUST Mail: 29104 Rowntree Rd Burlington, WI 53105 Physical: 1008 S. Pine Street 20-602-19-040-26-010	\$18,920.24
MICHAEL LEWANDOWSKI Mail: PO Box 414 Rochester, WI 53105 Physical: 996 S. Pine Street 20-602-19-040-22-040	\$18,920.24
JB SCHNEIDER INVESTMENTS LLC Mail: 2900 Bieneman Road Burlington, WI 53105 Physical: 988 S. Pine Street 20-602-19-040-22-050	\$18,920.24
ANS PROPERTIES INC Mail: 164 W. State Street Burlington, WI 53105 Physical: 940 S. Pine Street 20-602-19-040-22-010	\$18,920.24
BOBBY L PIAS Mail: 928 S. Pine Street Burlington, WI 53105 Physical: 928 S. Pine Street 20-602-19-040-19-000	\$18,920.24



COMMITTEE OF THE WHOLE

ITEM NUMBER: 6

DATE: May 16, 2017

SUBJECT: RESOLUTION 4851(9) – to consider approving an Agreement between Burlington Rescue Squad, Inc. and the City of Burlington to convey Ambulance #931.

SUBMITTED BY: Chief Alan Babe, Fire Department

BACKGROUND/HISTORY:

In a collaborative effort between Burlington Rescue (BRS) and the City of Burlington (City) BRS has a used ambulance that they wish to convey to the City Fire Department for use as a first responder vehicle.

BUDGET/FISCAL IMPACT:

BRS wishes to gift the ambulance without any consideration. BRS shall execute and deliver ambulance number 931 to the City the title documents upon Common Council approval. BRS shall also convey to the City as a gift and without consideration the items of equipment that are described, attached as Exhibit A, and which are part of the equipment that is traditionally carried on the ambulance.

RECOMMENDATION:

Staff recommends approval of the conveyance of Ambulance #931.

TIMING/IMPLEMENTATION:

This item is for discussion at tonight's May 16, 2017 Committee of Whole meeting and is scheduled for final consideration at the June 6, 2017 Common Council meeting.

ATTACHMENTS:

Resolution
Ambulance Agreement
Exhibit A

RESOLUTION NO. 4851(9)
Introduced by Committee of the Whole

A RESOLUTION APPROVING AN AGREEMENT BETWEEN BURLINGTON RESCUE SQUAD, INC AND THE CITY OF BURLINGTON TO CONVEY AMBULANCE 931

WHEREAS, the Burlington Rescue Squad, Inc. (BRS) possesses a used ambulance, Ambulance 931, that it desires to dispose of; and,

WHEREAS, the City has expressed a need for a vehicle of this type to facilitate working cooperatively to provide Emergency Medical Services with BRS to the greater Burlington community.

WHEREAS, the Common Council approved an agreement on April 5, 2017 for the City of Burlington Fire Department to assist Burlington Rescue Squad, Inc. during a call(s) or patient transport with the approved operational hours of 8 a.m. to 5 p.m. Monday through Friday; and,

WHEREAS, BRS has agreed to convey to the City, as a gift and without any consideration required, the items of equipment that are described in Exhibit A of the attached Agreement, hereto attached as "Attachment A".

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Burlington, Racine County and Walworth County, State of Wisconsin, that the City of Burlington shall approve an agreement between the City of Burlington and the Burlington Rescue Squad, Inc. to convey Ambulance 931 to the City as a gift and items listed in Exhibit A of the attached Agreement.

BE IT FURTHER RESOLVED that BRS shall execute and deliver to the City the title documents for the Ambulance so that this conveyance can be registered with the Wisconsin Motor Vehicle Department and prior to its use by the City, the City shall, at its own cost and expense, remove all of the markings and logos on the Ambulance that refer to BRS.

BE IT FURTHER RESOLVED that the City Administrator is hereby authorized and directed to execute this agreement on behalf of the City.

BE IT FURTHER RESOLVED that the City Clerk is directed to send a copy of this resolution to Burlington Rescue Squad, Inc., 432 Milwaukee Avenue, P.O. Box 700, Burlington, WI, 53105.

Introduced: May 16, 2017
Adopted:

Jeannie Hefty, Mayor

Attest:

Diahnn C. Halbach Clerk

AGREEMENT

This agreement (“Agreement”) between the Burlington Rescue Squad, Inc. (“BRS”) and the City of Burlington (“City”) is made this _____ day of _____, 2017.

WHEREAS, the BRS has a used ambulance that it desires to dispose of; and

WHEREAS, the City has a need for a vehicle of this type; and

WHEREAS, the City Fire Department and BRS work cooperatively to provide Emergency Medical Services to the greater Burlington community.

NOW, THEREFORE, the undersigned agree as follows:

1. BRS shall, and hereby does, convey to the City its Ambulance No. 931 (the “Ambulance”), as a gift and without any consideration required. BRS shall execute and deliver to the City the title documents for the Ambulance so that this conveyance can be registered with the Wisconsin Motor Vehicle Department.

2. BRS shall also, and hereby does, convey to the City, as a gift and without any consideration required, the items of equipment (the “Equipment”) that (i) are described in attached Exhibit A, and (ii) which are a part of the equipment that has been traditionally carried on the Ambulance.

3. Prior to its use by the City, the City shall, at its own cost and expense, remove all of the markings and logos on the Ambulance that refer to BRS.

4. With great appreciation, the City hereby accepts the Ambulance and Equipment from BRS.

BRS:
Burlington Rescue Squad, Inc.

CITY:
City of Burlington, Wisconsin

By: _____
Lester O. Mastalir II
Treasurer

By: _____
Jeannie Hefty
Mayor

Attest: _____
Diahnn Halbach
City Clerk

EXHIBIT A

<u>Location</u>	<u>Qty</u>	<u>Item</u>	<u>Notes</u>
Cab	1	Kenwood Radio	Dispatch
Cab	1	Kenwood Radio	VHF
Cab	2	Speakers Mounted	For Kenwood radios
Cab	1	Siren Control with Mic	SA-441
Cab	1	Mount for Toughbook	
Box Door 1	1	O2 Regulator and Hoses	
Box Door 4	1	Flashlight	Mounted
Box Door 4	1	Fire Extinguisher 5 lb.	Mounted
Inside Box	1	Stryker Power Cot	Power Pro XT
Inside Box	1	Fire Extinguisher 5 lb.	Mounted
Inside Box	1	Philips Monitor Mount	Mounted



COMMITTEE OF THE WHOLE

ITEM NUMBER: 7

DATE: May 16, 2017

SUBJECT: RESOLUTION 4852(10) to consider approving a Certified Survey Map for Paul and Patricia Naber for property located at the intersection of Stoney Hill Road and Rocky Road in the Town of Burlington within the City's Extraterritorial Plat Jurisdiction.

SUBMITTED BY: Gregory Guidry, Building Inspector

BACKGROUND/HISTORY:

As part of the City's Extraterritorial Plat Approval Jurisdiction Area with the Town of Burlington, 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 Paul and Patricia Naber for property located on Stoney Hill Road in the Town of Burlington. The applicant would like to subdivide an 11 acre parcel into two parcels creating Proposed Lots 1 and 2 with the remnants of the existing parcels remaining as is. The land subdivision will create Proposed Lot 1 suitable for a future single-family residence with 5.71 acres; Proposed Lot 2 with its existing single-family residence and outbuilding with 5.30 acres.

The Town of Burlington Planning and Zoning Committee approved of this CSM at their April 13, 2017 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 16, 2017 Committee of the Whole meeting and scheduled for final consideration at the June 6, 2017 Common Council meeting.

ATTACHMENTS:

Resolution
ETZ CSM

RESOLUTION NO. 4852(10)
Introduced by: Committee of the Whole

A RESOLUTION APPROVING A CERTIFIED SURVEY MAP FOR PAUL AND PATRICIA NABER FOR PROPERTY LOCATED AT THE INTERSECTION OF STONEY HILL ROAD AND ROCKY ROAD 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 Paul and Patricia Naber for property located at the intersection of Stoney Hill Road and Rocky Road in the Town of Burlington; for property described as:

BEING A PART OF THE SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 23, TOWNSHIP 3 NORTH, RANGE 19 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF BURLINGTON, COUNTY OF RACINE, STATE OF WISCONSIN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE EAST ¼ CORNER OF SAID SECTION 23, THENCE SOUTH 02°06'36" EAST ALONG THE EAST LINE OF SAID SOUTHEAST ¼ SECTION 1315.95 FEET; THENCE SOUTH 88°21'46" WEST 456.45 FEET TO THE PLACE OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 25°33'43" WEST 949.03 FEET; THENCE SOUTH 87°46'14" WEST 420.00 FEET TO A POINT ON THE EAST LINE OF STONEY HILL ROAD; THENCE NORTH 02°13'02" WEST ALONG SAID EAST LINE AND IT'S EXTENSION NORTH, 848.47 FEET TO A FOUND IRON ROD AT THE NORTHEAST CORNER OF STONEY HILLS SUBDIVISION; THENCE NORTH 88°21'46" EAST 862.35 FEET TO THE PLACE OF BEGINNING. CONTAINING 12.45 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 24, 2017 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 16, 2017
Adopted:

Jeannie Hefty, Mayor

Attest:

Diahn Halbach, City Clerk



DATE: May 16, 2017

SUBJECT: RESOLUTION 4853(11) to consider approving Scherrer Construction as the Construction Manager for the Construction of the Burlington Community Pool at Devor Park for the not-to-exceed amount of 3% of the total cost of construction.

SUBMITTED BY: Carina Walters, City Administrator and John Bjelajac, City Attorney

BACKGROUND/HISTORY:

In December 2015 the City released a Request for Proposal (RFP) inviting qualified consulting firms to design municipal pools to submit a proposal to provide engineering services for the design of a new pool. The RFP was issued to ensure the City will receive the highest level of engineering services possible, at a cost which is in line with industry standards.

The RFP divided consulting tasks into six phases in which the Common Council approved (at each phase) 1) Site Assessment, 2) Preliminary Design, 3) Pool Management Plan, 4) Referendum Educational Assistance, 5) Design and Bid, and 6) Construction Management. A total of 4 proposals were received by the City in which Ayres Associates, working with the comprehensive team including Iconica, Carrico and Scherrer Construction, were the chosen Consultants.

This evening staff is seeking Council approval for the Construction Management portion, or Phase 6, of the Burlington Community Pool. Based on several discussions with City Attorney John Bjelajac, Jim Scherrer and legal counsel of Scherrer Construction, the contract will be an "At-Risk" Contract. Simply stated, "At-Risk" Contract means the price for cost of construction will not exceed a Guaranteed Maximum Price for the Construction of the Pool, plus contingency and a 3% Construction Manager Fee. This document does not explicitly outline the fees, because until the City and Scherrer Construction release the bid, receive bids, and complete bid tabulations, the City and Scherrer Construction will not know the Guaranteed Maximum Price. Upon completion of this process, the Council will approve an addendum outlining the Guaranteed Maximum Costs at a future meeting. This Construction Manager Agreement must be approved, as Scherrer Construction working in conjunction with the City, is managing the process outlined above.

Additionally, as Scherrer Construction will be the Construction Manager and also be bidding on portions of the work, the City will ensure appropriate oversight and quality to the work performed through the Building Inspector, the Architect, Kapur and the City Administrator. Should you desire City Attorney John Bjelajac will also provide a high overview of the Agreement for Council consideration.

BUDGET/FISCAL IMPACT:

The cost of the Construction Management Contract is 3% of the construction cost or approximately not-to-exceed \$5,380,000. This project will be paid by the General Obligation Bonds to be issued by the Common Council.

RECOMMENDATION:

Staff recommends approval of the Agreement between the City and Scherrer Construction.

TIMING/IMPLEMENTATION:

This item is being discussed at the May 16, 2017 Committee of the Whole meeting and scheduled for final consideration during this evening's Common Council meeting.

ATTACHMENTS:

Resolution

Agreement Addendum

AIA Document A133-2009

AIA Document A133-2009 Exhibit A

**A RESOLUTION APPROVING AN AGREEMENT FOR CONSTRUCTION
MANAGEMENT SERVICES FOR THE BURLINGTON COMMUNITY POOL PROJECT
INTEGRATED WITH SCHERRER CONSTRUCTION FOR A NOT-TO-EXCEED
AMOUNT OF THREE PERCENT OF THE TOTAL CONSTRUCTION COST**

WHEREAS, the City of Burlington voters affirmed the results of the referendum, in which 3,383 of the 4,850 residents that voted for the pool referendum, voted in favor of authorizing the Common Council to spend up to \$5.4 million for the construction of the pool; and,

WHEREAS, the City is constructing a new community swimming pool and related facilities/buildings on the real property owned by the City, located at 394 Amanda Street, Burlington, Wisconsin known as Devor Park; and,

WHEREAS, the City has requested Scherrer Construction provide construction management services for the Burlington Community Pool Project; and,

WHEREAS, the Common Council believes that it is in the City's interest to enter into an agreement for construction management services with Scherrer Construction to oversee the construction on the Burlington Community Pool including reviewing the bids for subcontractor services and materials, preparation of progress reports and logs and other related construction services, for a not-to-exceed amount of three percent (3%) of the total construction cost.

NOW, THEREFORE, BE IT RESOLVED that the City Administrator and the City Attorney are hereby authorized and directed to enter into an Agreement for Construction Management Services with Scherrer Construction on behalf of the City.

Introduced: May 16, 2016
Adopted:

Jeannie Heft, Mayor

Attest:

Diahnn Halbach, City Clerk

DRAFT AIA® Document A133™ - 2009

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the « _____ » day of « _____ » in the year «2017»

BETWEEN the Owner:
(Name, legal status and address)

«City of Burlington, a Wisconsin municipal corporation»« »
«City Hall
300 N. Pine Street
Burlington, WI 53105»

and the Construction Manager:
(Name, legal status and address)

«Scherrer Construction Co., Inc., a Wisconsin corporation»« »
«601 Blackhawk Drive
P.O. Box 740
Burlington, WI 53105»

for the following Project:
(Name and address or location)

«Burlington Community Pool Project»
« »

The Architect:
(Name, legal status and address)

« Ayres Associates»
«101 E. Badger Road»
«Madison, WI 53713 »« »
« »

The Owner's Designated Representative:
(Name, address and other information)

« »
« »
« »
« »
« »
« »

The Construction Manager's Designated Representative:
(Name, address and other information)

«James E. Scherrer»
«Scherrer Construction Co., Inc.»

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

«601 Blackhawk Drive»
«P.O. Box 740
Burlington, Wi 53105»
« »
«Phone: (262) 539-3100»

The Architect's Designated Representative:
(Name, address and other information)

« Blake Theisen, PLA, ASLA »
«Ayres Associates»
«101 E. Badger Road»
«Madison, WI 53713»
« »
«Phone: (608) 255-0800»

The Owner and Construction Manager agree as follows.



TABLE OF ARTICLES

- 1 GENERAL PROVISIONS
- 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES
- 3 OWNER'S RESPONSIBILITIES
- 4 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES
- 5 COMPENSATION FOR CONSTRUCTION PHASE SERVICES
- 6 COST OF THE WORK FOR CONSTRUCTION PHASE
- 7 PAYMENTS FOR CONSTRUCTION PHASE SERVICES
- 8 INSURANCE AND BONDS
- 9 DISPUTE RESOLUTION
- 10 TERMINATION OR SUSPENSION
- 11 MISCELLANEOUS PROVISIONS
- 12 SCOPE OF THE AGREEMENT

EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 The Contract Documents

The Contract Documents consist of this Agreement, the Agreement Addendum attached hereto, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 2.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 2.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern.

§ 1.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 1.3 General Conditions

For the Preconstruction Phase, AIA Document A201™-2007, General Conditions of the Contract for Construction, shall apply only as specifically provided in this Agreement. For the Construction Phase, the general conditions of the contract shall be as set forth in A201-2007, which document is incorporated herein by reference. The term "Contractor" as used in A201-2007 shall mean the Construction Manager.

ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 2.1 and 2.2. The Construction Manager's Construction Phase responsibilities are set forth in Section 2.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 2.1 Preconstruction Phase

§ 2.1.1 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 2.1.2 Consultation

The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work. The Construction Manager shall advise the Owner and the Architect on proposed site use and improvements, selection of materials, and building systems and equipment. The Construction Manager shall also provide recommendations consistent with the Project requirements to the Owner and Architect on constructability; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 2.1.3 When Project requirements in Section 3.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities and identify items that could affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered well in advance of construction; and the occupancy requirements of the Owner.

§ 2.1.4 Phased Construction

The Construction Manager shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, or phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities and procurement and construction scheduling issues.

§ 2.1.5 Preliminary Cost Estimates

§ 2.1.5.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques for the Architect's review and Owner's approval. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 2.1.5.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, estimates of the Cost of the Work of increasing detail and refinement and allowing for the further development of the design until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. Such estimates shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect when estimates of the Cost of the Work exceed the latest approved Project budget and make recommendations for corrective action.

§ 2.1.6 Subcontractors and Suppliers

The Construction Manager shall develop bidders' interest in the Project.

§ 2.1.7 The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered well in advance of construction. The Construction Manager

shall expedite and coordinate the ordering and delivery of materials that must be ordered well in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 2.1.8 Extent of Responsibility

The Construction Manager shall exercise reasonable care in preparing schedules and estimates. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 2.1.9 Notices and Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi governmental authorities for inclusion in the Contract Documents.

§ 2.2 Guaranteed Maximum Price Proposal and Contract Time

§ 2.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager and in consultation with the Architect, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's review and acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, including contingencies described in Section 2.2.4, and the Construction Manager's Fee.

§ 2.2.2 To the extent that the Drawings and Specifications are anticipated to require further development by the Architect, the Construction Manager shall provide in the Guaranteed Maximum Price for such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

§ 2.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 2.2.2, to supplement the information provided by the Owner and contained in the Drawings and Specifications;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, allowances, contingency, and the Construction Manager's Fee;
- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 2.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include its contingency for the Construction Manager's exclusive use to cover those costs considered reimbursable as the Cost of the Work but not included in a Change Order.

§ 2.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner and Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 2.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 2.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the commencement of the Construction Phase, unless the Owner provides prior written authorization for such costs.

§ 2.2.8 The Owner shall authorize the Architect to provide the revisions to the Drawings and Specifications to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish those revised Drawings and Specifications to the Construction Manager as they are revised. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the Guaranteed Maximum Price Amendment and the revised Drawings and Specifications.

§ 2.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 2.3 Construction Phase

§ 2.3.1 General

§ 2.3.1.1 For purposes of Section 8.1.2 of A201–2007, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 2.3.1.2 The Construction Phase shall commence upon the Owner’s acceptance of the Construction Manager’s Guaranteed Maximum Price proposal or the Owner’s issuance of a Notice to Proceed, whichever occurs earlier.

§ 2.3.2 Administration

§ 2.3.2.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager’s own personnel shall be performed under subcontracts or by other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors and from suppliers of materials or equipment fabricated especially for the Work and shall deliver such bids to the Architect. The Owner shall then determine, with the advice of the Construction Manager and the Architect, which bids will be accepted. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 2.3.2.2 If the Guaranteed Maximum Price has been established and when a specific bidder (1) is recommended to the Owner by the Construction Manager, (2) is qualified to perform that portion of the Work, and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Contract Time and the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount and time requirement of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 2.3.2.3 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If the Subcontract is awarded on a cost plus fee basis, the Construction Manager shall provide in the Subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Section 6.11 below.

§ 2.3.2.4 If the Construction Manager recommends a specific bidder that may be considered a “related party” according to Section 6.10, then the Construction Manager shall promptly notify the Owner in writing of such relationship and notify the Owner of the specific nature of the contemplated transaction, according to Section 6.10.2.

§ 2.3.2.5 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes to the Owner and Architect.

§ 2.3.2.6 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and submittal schedule in accordance with Section 3.10 of A201–2007.

§ 2.3.2.7 The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner. The Construction Manager shall also keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 2.3.2.8 The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 2.3.2.7 above.

§ 2.4 Professional Services

Section 3.12.10 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

§ 2.5 Hazardous Materials

Section 10.3 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

ARTICLE 3 OWNER'S RESPONSIBILITIES

§ 3.1 Information and Services Required of the Owner

§ 3.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 3.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Construction Manager may only request such evidence if (1) the Owner fails to make payments to the Construction Manager as the Contract Documents require, (2) a change in the Work materially changes the Contract Sum, or (3) the Construction Manager identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Construction Manager and Architect.

§ 3.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1.1, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 3.1.4 **Structural and Environmental Tests, Surveys and Reports.** During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 3.1.4.1 The Owner shall furnish tests, inspections and reports required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 3.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 3.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 3.1.4.4 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 3.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201-2007, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 3.2.1 **Legal Requirements.** The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 3.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™-2014, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition. The Owner shall provide the Construction Manager a copy of the executed agreement between the Owner and the Architect, and any further modifications to the agreement.

ARTICLE 4 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 4.1 Compensation

§ 4.1.1 For the Construction Manager's Preconstruction Phase services, the Owner shall compensate the Construction Manager as follows:

§ 4.1.2 For the Construction Manager's Preconstruction Phase services described in Sections 2.1 and 2.2:
(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

«See §5.1.1»

§ 4.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within «» («») months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 4.1.4 Compensation based on Direct Personnel Expense includes the direct salaries of the Construction Manager's personnel providing Preconstruction Phase services on the Project and the Construction Manager's costs for the mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

§ 4.2 Payments

§ 4.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 4.2.2 Payments are due and payable upon presentation of the Construction Manager’s invoice. Amounts unpaid «
» («») days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.
(Insert rate of monthly or annual interest agreed upon.)

«» % «»

ARTICLE 5 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 5.1 For the Construction Manager’s performance of the Work as described in Section 2.3, the Owner shall pay the Construction Manager the Contract Sum in current funds. The Contract Sum is the Cost of the Work as defined in Section 6.1.1 plus the Construction Manager’s Fee.

§ 5.1.1 The Construction Manager’s Fee:
(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager’s Fee.)

«Three Percent (3.00%) of the Cost of the Work. This Fee includes compensation for Preconstruction Phase services.»

§ 5.1.2 The method of adjustment of the Construction Manager’s Fee for changes in the Work:

« Change Order fee shall be 3.00%»

§ 5.1.3 Limitations, if any, on a Subcontractor’s overhead and profit for increases in the cost of its portion of the Work:

«12.00% maximum»

§ 5.1.4 Rental rates for Construction Manager-owned equipment shall not exceed «» percent («» %) of the standard rate paid at the place of the Project.

§ 5.1.5 Unit prices, if any:
(Identify and state the unit price; state the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
« <input type="text"/> »		

§ 5.2 Guaranteed Maximum Price

§ 5.2.1 The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, as it is amended from time to time. To the extent the Cost of the Work exceeds the Guaranteed Maximum Price, the Construction Manager shall bear such costs in excess of the Guaranteed Maximum Price without reimbursement or additional compensation from the Owner.
(Insert specific provisions if the Construction Manager is to participate in any savings.)

«»

§ 5.2.2 The Guaranteed Maximum Price is subject to additions and deductions by Change Order as provided in the Contract Documents and the Date of Substantial Completion shall be subject to adjustment as provided in the Contract Documents.

§ 5.3 Changes in the Work

§ 5.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Architect may make minor changes in the Work as provided in Section 7.4 of AIA Document A201–2007, General

Conditions of the Contract for Construction. The Construction Manager shall be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 5.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Section 7.3.3 of AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 5.3.3 In calculating adjustments to subcontracts (except those awarded with the Owner’s prior consent on the basis of cost plus a fee), the terms “cost” and “fee” as used in Section 7.3.3.3 of AIA Document A201–2007 and the term “costs” as used in Section 7.3.7 of AIA Document A201–2007 shall have the meanings assigned to them in AIA Document A201–2007 and shall not be modified by Sections 5.1 and 5.2, Sections 6.1 through 6.7, and Section 6.8 of this Agreement. Adjustments to subcontracts awarded with the Owner’s prior consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 5.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms “cost” and “costs” as used in the above-referenced provisions of AIA Document A201–2007 shall mean the Cost of the Work as defined in Sections 6.1 to 6.7 of this Agreement and the term “fee” shall mean the Construction Manager’s Fee as defined in Section 5.1 of this Agreement.

§ 5.3.5 If no specific provision is made in Section 5.1.2 for adjustment of the Construction Manager’s Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 5.1.2 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager’s Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 6 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 6.1 Costs to Be Reimbursed

§ 6.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project except with prior written consent of the Owner. The Cost of the Work shall include only the items set forth in Sections 6.1 through 6.7.

§ 6.1.2 Where any cost is subject to the Owner’s prior approval, the Construction Manager shall obtain this approval prior to incurring the cost. The parties shall endeavor to identify any such costs prior to executing Guaranteed Maximum Price Amendment.

§ 6.2 Labor Costs

§ 6.2.1 Wages of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner’s prior approval, at off-site workshops.

§ 6.2.2 Wages or salaries of the Construction Manager’s supervisory and administrative personnel when stationed at the site or at the Construction Manager’s principal office. See Sec. 11.5 for personnel rates.

(If it is intended that the wages or salaries of certain personnel stationed at the Construction Manager’s principal or other offices shall be included in the Cost of the Work, identify in Section 11.5, the personnel to be included, whether for all or only part of their time, and the rates at which their time will be charged to the Work.)

§ 6.2.3 Wages and salaries of the Construction Manager’s supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 6.2.4 Costs paid or incurred by the Construction Manager for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 6.2.1 through 6.2.3.

§ 6.2.5 Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, with the Owner’s prior approval.

§ 6.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts.

§ 6.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 6.4.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

§ 6.4.2 Costs of materials described in the preceding Section 6.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 6.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 6.5.1 Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 6.5.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Construction Manager-owned item may not exceed the purchase price of any comparable item. Rates of Construction Manager-owned equipment and quantities of equipment shall be subject to the Owner's prior approval.

§ 6.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 6.5.4 Costs of document reproductions, facsimile transmissions and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office.

§ 6.5.5 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 6.5.6 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 6.6 Miscellaneous Costs

§ 6.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract. Self-insurance for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 6.6.2 Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Construction Manager is liable.

§ 6.6.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Construction Manager is required by the Contract Documents to pay.

§ 6.6.4 Fees of laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 13.5.3 of AIA Document A201-2007 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 6.7.3.

§ 6.6.5 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Contract Documents; and payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims and payments of settlements made with the Owner's consent. However, such

costs of legal defenses, judgments and settlements shall not be included in the calculation of the Construction Manager's Fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the last sentence of Section 3.17 of AIA Document A201-2007 or other provisions of the Contract Documents, then they shall not be included in the Cost of the Work.

§ 6.6.6 Costs for electronic equipment and software, directly related to the Work with the Owner's prior approval.

§ 6.6.7 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 6.6.8 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 6.6.9 Subject to the Owner's prior approval, expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work.

§ 6.7 Other Costs and Emergencies

§ 6.7.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.

§ 6.7.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property, as provided in Section 10.4 of AIA Document A201-2007.

§ 6.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Construction Manager and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 6.7.4 The costs described in Sections 6.1 through 6.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201-2007 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 6.8.

§ 6.8 Costs Not To Be Reimbursed

§ 6.8.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 6.2, or as may be provided in Article 11;
- .2 Expenses of the Construction Manager's principal office and offices other than the site office;
- .3 Overhead and general expenses, except as may be expressly included in Sections 6.1 to 6.7;
- .4 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .5 Except as provided in Section 6.7.3 of this Agreement, costs due to the negligence or failure of the Construction Manager, Subcontractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;
- .6 Any cost not specifically and expressly described in Sections 6.1 to 6.7;
- .7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .8 Costs for services incurred during the Preconstruction Phase.

§ 6.9 Discounts, Rebates and Refunds

§ 6.9.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds and

amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 6.9.2 Amounts that accrue to the Owner in accordance with the provisions of Section 6.9.1 shall be credited to the Owner as a deduction from the Cost of the Work.

§ 6.10 Related Party Transactions

§ 6.10.1 For purposes of Section 6.10, the term “related party” shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Construction Manager; any entity in which any stockholder in, or management employee of, the Construction Manager owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Construction Manager. The term “related party” includes any member of the immediate family of any person identified above.

§ 6.10.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods or service from the related party, as a Subcontractor, according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3. If the Owner fails to authorize the transaction, the Construction Manager shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3.

§ 6.11 Accounting Records

The Construction Manager shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner’s auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager’s records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor’s proposals, purchase orders, vouchers, memoranda and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 7 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 7.1 Progress Payments

§ 7.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Construction Manager as provided below and elsewhere in the Contract Documents.

§ 7.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

« »

§ 7.1.3 Provided that an Application for Payment is received by the Architect not later than the «15th» day of a month, the Owner shall make payment of the certified amount to the Construction Manager not later than the «30th» day of the «following» month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than «forty-five» («45») days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 7.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that cash disbursements already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, less that portion of those payments attributable to the Construction Manager’s Fee, plus payrolls for the period covered by the present Application for Payment.

§ 7.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among the various portions of the Work, except that the Construction Manager's Fee shall be shown as a single separate item. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 7.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work for which the Construction Manager has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 7.1.7 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201-2007;
- .2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 Add the Construction Manager's Fee, less retainage of «five» percent («5.00» %). The Construction Manager's Fee shall be computed upon the Cost of the Work at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .4 Subtract retainage of «five» percent («5.00» %) from that portion of the Work that the Construction Manager self-performs;
- .5 Subtract the aggregate of previous payments made by the Owner;
- .6 Subtract the shortfall, if any, indicated by the Construction Manager in the documentation required by Section 7.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .7 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.
- .8 Retainage under .3 and .4 above shall no longer be deducted from the progress payments at such time as the Work is 50% complete.

§ 7.1.8 The Owner and Construction Manager shall agree upon (1) a mutually acceptable procedure for review and approval of payments to Subcontractors and (2) the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 7.1.9 Except with the Owner's prior approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 7.1.10 In taking action on the Construction Manager's Applications for Payment, the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager and shall not be deemed to represent that the Architect has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 7.1.4 or other supporting data; that the Architect has made exhaustive or continuous on-site inspections; or that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 7.2 Final Payment

§ 7.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract except for the Construction Manager’s responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect.

The Owner’s final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect’s final Certificate for Payment, or as follows:



§ 7.2.2 The Owner’s auditors may review and report in writing on the Construction Manager’s final accounting within 30 days after delivery of the final accounting to the Architect by the Construction Manager. Based upon such Cost of the Work as the Owner’s auditors report to be substantiated by the Construction Manager’s final accounting, and provided the other conditions of Section 7.2.1 have been met, the Architect will, within seven days after receipt of the written report of the Owner’s auditors, either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect’s reasons for withholding a certificate as provided in Section 9.5.1 of the AIA Document A201–2007. The time periods stated in this Section supersede those stated in Section 9.4.1 of the AIA Document A201–2007. The Architect is not responsible for verifying the accuracy of the Construction Manager’s final accounting.

§ 7.2.3 If the Owner’s auditors report the Cost of the Work as substantiated by the Construction Manager’s final accounting to be less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Section 15.2 of A201–2007. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager’s receipt of a copy of the Architect’s final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner’s auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect’s final Certificate for Payment.

§ 7.2.4 If, subsequent to final payment and at the Owner’s request, the Construction Manager incurs costs described in Section 6.1.1 and not excluded by Section 6.8 to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager such costs and the Construction Manager’s Fee applicable thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If the Construction Manager has participated in savings as provided in Section 5.2.1, the amount of such savings shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Construction Manager.

ARTICLE 8 INSURANCE AND BONDS

For all phases of the Project, the Construction Manager and the Owner shall purchase and maintain insurance, and the Construction Manager shall provide bonds as set forth in Article 11 of AIA Document A201–2007. *(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007.)*

Type of Insurance or Bond	Limit of Liability or Bond Amount (\$0.00)
«Payment and Performance Bonds »	Contract Sum

ARTICLE 9 DISPUTE RESOLUTION

§ 9.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 9 and Article 15 of A201–2007. However, for Claims arising from or relating to the Construction Manager’s Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 9.3 of this Agreement shall not apply.

§ 9.2 For any Claim subject to, but not resolved by mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Construction Manager do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

[] Arbitration pursuant to Section 15.4 of AIA Document A201–2007

[] Litigation in a court of competent jurisdiction

[] Other: *(Specify)*

§ 9.3 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007 for Claims arising from or relating to the Construction Manager’s Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

« »
« »
« »
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ARTICLE 10 TERMINATION OR SUSPENSION

§ 10.1 Termination Prior to Establishment of the Guaranteed Maximum Price

§ 10.1.1 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days’ written notice to the Construction Manager for the Owner’s convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days’ written notice to the Owner, for the reasons set forth in Section 14.1.1 of A201–2007.

§ 10.1.2 In the event of termination of this Agreement pursuant to Section 10.1.1, the Construction Manager shall be equitably compensated for Preconstruction Phase services performed prior to receipt of a notice of termination. In no event shall the Construction Manager’s compensation under this Section exceed the compensation set forth in Section 4.1.

§ 10.1.3 If the Owner terminates the Contract pursuant to Section 10.1.1 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 10.1.2:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager’s Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1 or, if the Construction Manager’s Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager which the Owner elects to retain and which is not otherwise included in the Cost of the Work under Section 10.1.3.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 10, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental

agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 10.2 Termination Subsequent to Establishing Guaranteed Maximum Price

Following execution of the Guaranteed Maximum Price Amendment and subject to the provisions of Section 10.2.1 and 10.2.2 below, the Contract may be terminated as provided in Article 14 of AIA Document A201–2007.

§ 10.2.1 If the Owner terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager pursuant to Sections 14.2 and 14.4 of A201–2007 shall not exceed the amount the Construction Manager would otherwise have received pursuant to Sections 10.1.2 and 10.1.3 of this Agreement.

§ 10.2.2 If the Construction Manager terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager under Section 14.1.3 of A201–2007 shall not exceed the amount the Construction Manager would otherwise have received under Sections 10.1.2 and 10.1.3 above, except that the Construction Manager’s Fee shall be calculated as if the Work had been fully completed by the Construction Manager, utilizing as necessary a reasonable estimate of the Cost of the Work for Work not actually completed.

§ 10.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007. In such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Section 14.3.2 of AIA Document A201–2007, except that the term “profit” shall be understood to mean the Construction Manager’s Fee as described in Sections 5.1 and 5.3.5 of this Agreement.

ARTICLE 11 MISCELLANEOUS PROVISIONS

§ 11.1 Terms in this Agreement shall have the same meaning as those in A201–2007.

§ 11.2 Ownership and Use of Documents

Section 1.5 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

§ 11.3 Governing Law

Section 13.1 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

§ 11.4 Assignment

The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner’s rights and obligations under this Agreement. Except as provided in Section 13.2.2 of A201–2007, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 11.5 Other provisions: The rates for Construction Manager’s personnel as referenced in Sec. 6.2.2 are as follows:

Project Manager: \$95.00/hr.

Project Superintendent: \$95.00/hr.

Project Coordinator: \$75.00/hr.

Safety Director: \$85.00/hr.

« »

ARTICLE 12 SCOPE OF THE AGREEMENT

§ 12.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 12.2 The following documents comprise the Agreement:

- .1 AIA Document A133–2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 AIA Document A201–2007, General Conditions of the Contract for Construction
- .3 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:

« »

- .4 AIA Document E202™–2008, Building Information Modeling Protocol Exhibit, if completed, or the following:

« »

- .5 Other documents:

(List other documents, if any, forming part of the Agreement.)

«Agreement Addendum»

This Agreement is entered into as of the day and year first written above.

«City of Burlington»

OWNER *(Signature)*

« »

(Printed name and title)

«Scherrer Construction Co., Inc.»

CONSTRUCTION MANAGER *(Signature)*

« »

(Printed name and title)

DRAFT AIA® Document A133™ - 2009

Exhibit A

Guaranteed Maximum Price Amendment

for the following PROJECT:

(Name and address or location)

«Burlington Community Pool»

« »

THE OWNER:

(Name, legal status and address)

«City of Burlington

»«City Hall»

«300 N. Pine Street

Burlington, WI 53105»

THE CONSTRUCTION MANAGER:

(Name, legal status and address)

« Scherrer Construction Co., Inc.

601 Blackhawk Drive

Burlington, WI 53105

Attn: James E. Scherrer

Telephone: (262) 539-3100

»« »

« »

THE ARCHITECT:

(Name, legal status and address)

Ayres Associates

101 E. Badger Road

Madison, WI 53713

Attn: Blake Theisen, PLA, ASLA

Telephone: (608) 255-0800

ARTICLE A.1

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 2.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of this Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed _____ Dollars

(\$ _____), subject to additions and deductions by Change Order as provided in the Contract Documents.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, allowances, contingencies, alternates, the Construction Manager's Fee, and other items that comprise the Guaranteed Maximum Price.
(Provide below or reference an attachment.)

<< >>

§ A.1.1.3 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the Contract Documents permit the Owner to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the amount for each and the date when the amount expires.)

<< >>

§ A.1.1.4 Allowances included in the Guaranteed Maximum Price, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price (\$0.00)
<< >>	<< >>

§ A.1.1.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

<< >>

§ A.1.1.6 The Guaranteed Maximum Price is based upon the following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
<< >>	<< >>	<< >>	<< >>

§ A.1.1.7 The Guaranteed Maximum Price is based upon the following Specifications:
(Either list the Specifications here, or refer to an exhibit attached to this Agreement.)

<< >>

Section	Title	Date	Pages
<< >>	<< >>	<< >>	<< >>

§ A.1.1.8 The Guaranteed Maximum Price is based upon the following Drawings:
(Either list the Drawings here, or refer to an exhibit attached to this Agreement.)

<< >>

Number	Title	Date
<< >>	<< >>	<< >>

§ A.1.1.9 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Agreement.)

<< >>

ARTICLE A.2

§ A.2.1 The date of commencement of the Work is _____. The anticipated date of Substantial Completion established by this Amendment:

<< >>

« City of Burlington»

« Scherrer Construction Co., Inc.»

OWNER (Signature)

CONSTRUCTION MANAGER (Signature)

« »« »

« »« »

(Printed name and title)

(Printed name and title)

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Agreement Addendum

This Agreement Addendum (the “Addendum”) is attached to, made a part of and incorporated into the Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, AIA Document A133 – 2009 made as of the ____ day of May in the year 2017 (described as the “Agreement”). Unless otherwise set forth, references hereafter to the terms “Contract Documents” and/or “Agreement” include the terms of this Addendum.

1. Qualified Use of the Standard AIA Forms. Owner desires to engage the Preconstruction Phase and Construction Phase services of Construction Manager to perform certain Work in connection with the construction of the Project as set forth in this Agreement. Owner and Construction Manager acknowledge and agree, (i) the standard forms that comprise the Agreement were written for the purpose of undertaking and completing private construction projects in regular private commercial commerce, and were not intended, and were not written for, municipal construction projects such as the Project hereunder, and (ii) municipal construction projects shall be undertaken in compliance with applicable laws, regulations and rules, including, but not limited to, public bidding provisions contained in Chapter 66 of the Wisconsin Statutes (“Municipal Laws”).
2. Compliance of the Contract Documents with the Municipal Laws. The terms and provisions set forth in this Addendum hereby amend and modify the other Contract Documents. Under the laws of the State of Wisconsin there may be other laws, rules and regulations applicable to this Project that are not expressly set forth in this Agreement. The Owner and Construction Manager hereby expressly agree that (i) at all times this Agreement shall be interpreted and construed so that it is, and/or will be, in compliance with Municipal Laws applicable to the Project, and (ii) the parties shall enter into a Modification as may be necessary in order for the Agreement to be in compliance with applicable Municipal Laws.
3. Public Bidding Procedures. All Work for the Project shall be awarded to subcontractors pursuant to and in compliance with the terms and provisions of the public bidding procedures under applicable Municipal Laws. Such public bidding for subcontracts for the Project shall take place as follows:
 - (i) Owner shall determine, following consultation with the Architect and Construction Manager, the divisions of Work for each subcontract to be advertised and let for bid.
 - (ii) Each lowest responsible bidder awarded a subcontract for a division of Work shall be approved in writing by Owner.

- (iii) Except as otherwise agreed in writing by Owner and Construction Manager, each subcontractor shall contract directly with the Construction Manager. However, Owner shall be responsible for paying monies due subcontractors under subcontracts awarded for Project Work.
 - (iv) For any portion of the Work that Construction Manager desires to self-perform with its own personnel, Construction Manager shall submit a bid in the same manner as other bidders for the Work. A subcontract shall be awarded to the Construction Manager should it be determined by Owner to be the lowest responsible bidder for the portion of the Work.
 - (v) All bids for Work submitted by bidders shall be sealed, delivered to Owner only and be opened by Owner on the date and time indicated in the advertisement for bids.
 - (vi) All procedures used to obtain bids for portions of the Work shall be approved by Owner.
 - (vii) Once all bids for portions of the Work are opened and reviewed by Owner, Owner shall, in its sole discretion, determine whether or not to proceed with the Project.
4. Governing Law and Venue. This Agreement shall be governed, controlled, interpreted and construed by and under the laws of the State of Wisconsin. All provisions in the Agreement and/or Contract Documents pertaining to mediation and/or arbitration are deleted. Any and all Claims shall be resolved by litigation. 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.
5. Owner's Representative. Decisions required of Owner under this Agreement shall be communicated solely by the City of Burlington City Administrator and/or her designee. Construction Manager recognizes and agrees that any decision of Owner deemed significant by the City Administrator may, at the City Administrator's discretion, require submittal to the City of Burlington Common Council for a final decision.
6. Insurance. Insurance coverage and limits shall be as set forth in Exhibit 1 attached hereto. Owner shall be designated as an additional insured.
7. Guaranteed Maximum Price. The Guaranteed Maximum Price ("GMP") described in Section 5.2 of the Agreement shall be determined, by the mutual agreement of the Owner and the Construction Manager, after each such party has received all of the data and information that each party deems necessary, in each party's own separate, sole, and absolute discretion, to make such a determination. Upon such mutual agreement of the parties as to the amount of the GMP, the parties shall then prepare the AIA Document A133-2009, entitled "Exhibit A – Guaranteed Maximum Price Amendment" ("GMP Amendment"), in a manner and with content satisfactory to the Owner and the Construction Manager, in their own respective sole and absolute discretion.

8. Approval of the GMP Amendment. Once the GMP Amendment is prepared to the satisfaction of the Owner and the Construction Manager, it shall be submitted to the City of Burlington Common Council for its consideration and possible approval. The approval of the said Common Council shall be required for the adoption and the approval of the GMP Amendment by the Owner. In the event the Common Council does not approve the GMP Amendment, this Agreement shall automatically become null and void, and no fee or monies shall be payable by the Owner to the Construction Manager for any reason. The Common Council shall consider, and if it so desires, approve the GMP Amendment no later than the approval of the Common Council to award contracts to the lowest responsible bidders for the Project.
9. Contract Manager's Option to Cancel This Agreement. At the time of the execution of this Agreement, the plans and specifications for the Project were still being finalized, and the bids for the Project had not yet been requested or received. After the bids are opened, however, and the bid amounts then become known to both the Construction Manager and the Owner, the Construction Manager may, if it so elects, cancel and terminate this Agreement if it believes that the said bid amounts are higher than desired by the Construction Manager, in its sole and absolute discretion. In the event of such a termination by the Construction Manager, the Owner shall not be required to pay any fee or monies, for any reason whatsoever, to the Construction Manager.
10. Owner's Option to Cancel This Agreement. Once the bids are opened and received for the Project, the City of Burlington Common Council may elect, without any reason being required, to cancel the Project. In the event of such a cancellation of the Project by the Common Council, no fee and/or monies shall be required to be paid by the Owner to the Construction Manager, for any reason whatsoever.
11. Change of Scope of the Project. In the event (i) the Owner requests a change in the nature or scope of the Project that results in an additional cost of the Project, and/or (ii) there is an extra Project cost that arises and which was not foreseen or predicted by the Owner and/or the Construction Manager at the time of the commencement of the Project, then the Owner (i) shall fully and timely pay for that extra Project cost, and (ii) shall also pay an additional fee to the Construction Manager in an amount of Three Percent (3.0%) of the extra Project cost, and (iii) the GMP amount shall be increased by the amount of the extra Project cost and the extra fee paid to the Construction Manager for the same.
12. Specific Amendments to the Agreement. Without diminishing in any manner the full force and effect of the provisions of above Paragraph No. 2 of this Addendum, the following specific amendments are hereby made to the Agreement/AIA Document A133-2009 (and, as applicable or necessary, to make further effective the said amendment, also to AIA Document A201-2007):
 - a) Sec. 1.1: The last sentence is amended to provide that this Addendum shall control and govern to the extent that its provisions are in any manner inconsistent or in conflict with any other provisions of the Agreement and/or Contract Documents.

- b) Secs. 3.1.4.1 through 3.1.4.3: The obligations of Owner under these sections shall be provided and fulfilled at the discretion of Owner, in the Owner's sole and absolute discretion. Notwithstanding this foregoing limitation, however, Owner shall coordinate with the Architect for the Project so that the Construction Manager has the data and information that the Construction Manager reasonably needs and/or may reasonably request to fulfill its duties and obligations under the Agreement.
- c) Sections 3.1.4 and 3.1.4.4: The "information and services" referred to in these two sections shall be (i) presently-existing information in the possession of Owner's employees, Architect, or consulting engineers, and (ii) any services to be provided by Owner shall be at the sole and absolute discretion of Owner. Nothing in this Subsection 12(c) and above Subsection 12(b) shall limit or otherwise restrict the terms and provisions of Sections 3.7.4, 3.7.5, 8.3, and/or 10.3 of the General Conditions set out in AIA Document A201-2007, except that any references to the use of, or application of, Article 15 of that AIA Document A201-2007 in such above-cited Sections are deleted.
- d) Sec. 3.3: The first sentence of this section is deleted. Owner will separately contract for the service of the Architect for this Project. Such contract shall provide for the coordination of the Architect's services with the services of the Construction Manager, to the reasonable satisfaction of the Architect, the Construction Manager, and the Owner.
- e) Article 4: Owner shall not be required to pay to the Construction Manager a fee, or any monies for any other reason whatsoever, for any of the Construction Manager's activities on the Project that it provided prior to the City of Burlington Common Council awarding the contracts to the lowest responsible bidders for the Project.
- f) Sec. 5.2.2: The GMP will be "subject to additions and deductions" as specified in above Paragraph No. 11 of this Addendum, and not in any other manner.
- g) Secs. 5.3.1 through 5.3.5: The provisions of these sections shall be applied in a manner consistent with the provisions of above Paragraph No. 11.
- h) Sec. 6.2.2: This provision shall only apply to the portion of the wages or salaries actually spent on the time pertaining to the Project.
- i) Sec. 7.1.7: While complying with the provisions of the Agreement pertaining to the payment of monies payable by Owner to the Construction Manager, the Owner shall retain monies from the said payments due the Construction Manager (for the Project costs and for the fee due the Construction Manager) in the full amount(s) allowed under the provisions of Section 66.0901(9) of the Wisconsin Statutes.

- j) Article 10: The provisions of the Agreement (AIA Document A133-2009) and the related AIA Document A201-2007 provide for a variety of circumstances and conditions precedent under which a party to the Agreement may terminate the Agreement. When and if this Agreement is so terminated pursuant to the said provisions of the Agreement, then the following additional provisions shall apply:
- 1) Upon the termination of this Agreement by either the Owner or by the Construction Manager, whether with and/or without cause, the Owner shall pay to the Construction Manager the Project cost for the work performed to the date of termination (provided such work was done in accordance with the provisions of the Agreement), plus a pro rata amount of the fee due the Construction Manager (provided the Construction Manager performed its services in accordance with the provisions of the Agreement).
 - 2) The pro rata payment of the fee to the Construction Manager shall be calculated based on the Project cost payable to the date of termination, compared to the amount of the GMP.

Exhibit 1

Insurance Coverages and Limits



COMMITTEE OF THE WHOLE

ITEM NUMBER: 9

DATE: May 16, 2017

SUBJECT: ORDINANCE 2025(2) – to consider adopting a new Charter Ordinance for the City of Burlington in order to provide a mixed Council of both Elected and At-Large Officials.

SUBMITTED BY: Carina Walters, City Administrator

BACKGROUND/HISTORY:

On February 7, 2017, Council discussed the possibility of having At-Large election seats due to the difficulty in obtaining replacements for district-specific elected seats. At-large by definition is a designation for members of a governing body who are elected or appointed to represent the whole membership of the city versus district.

Staff was asked to identify what the process was to perhaps change the City’s charter ordinance to allow this type election scenario. John has verified that the Common Council has 3 options to in order to possibly change the Charter Ordinance.

Option #1 - The Common Council can adopt a modified Charter Ordinance; however, it would take 60 days to go into effect. The 60 day waiting period is to allow any petitioner sufficient time to file paperwork indicating the process should go through a referendum.

Option #2 - The Common Council can adopt the Charter Ordinance and then hold a referendum.

Option #3 - The Common Council does not adopt the Charter Ordinance; however, move forward with a referendum.

As a result of this discussion, staff was directed to pursue Option #2. Attorney John Bjelajac has drafted a new Charter Ordinance and is before you for your review tonight.

If this new Charter Ordinance were to be adopted, it would go into effect in the Spring Election of 2018. As stated in the Ordinance, the four At-Large positions would be the elected seats in the 2018 election.

BUDGET/FISCAL IMPACT:

N/A

RECOMMENDATION:

Staff is seeking direction from the elected officials to approve or deny the proposed ordinance.

TIMING/IMPLEMENTATION:

This item is for discussion at the May 16, 2017 Committee of the Whole meeting and for final consideration at the June 6, 2017 Common Council meeting.

ATTACHMENTS:

Charter Ordinance

ORDINANCE NO. 2025(2)
CHARTER ORDINANCE
of the
City of Burlington, Wisconsin

Section 1. This Charter Ordinance hereby repeals the following ordinance presently existing in the City of Burlington Code of Ordinances:

§ 50-3 Election of Alderpersons; term of office.

There shall be two Alderpersons from each aldermanic district of the City. One Alderperson from each aldermanic district shall be elected at the regular spring election each year for a term of two years.

Section 2. Pursuant to Section 66.0101 of the Wisconsin Statutes, and for and as a Charter Ordinance of the City of Burlington, Wisconsin, the following new ordinance is hereby adopted:

§ 50-3 Election of Alderpersons; Term of Office.

A. There shall be (and as of the date of the adoption of this Charter Ordinance, presently are) Four (4) Aldermanic Districts in the City of Burlington, having boundaries and configurations as established, from time to time, under the law.

B. There shall be One (1) Alderperson elected from each Aldermanic District, for a total of Four (4) Alderpersons so elected in their respective Aldermanic Districts (the “District Alderpersons”). Each District Alderperson shall (i) be a resident of the specific Aldermanic District from which he/she is so elected, and (ii) be elected through a vote of the Electors of that particular Aldermanic District.

C. There shall also be Four (4) Alderpersons elected at-large from, and by, the entire City of Burlington (the “At-Large Alderpersons”). The Four (4) At-Large Alderpersons (i) shall be elected by a vote of the Electors of the City of Burlington, and (ii) shall be the four (4) persons having the highest number of votes cast for the position of an At-Large Alderperson. The Electors may vote for up to four (4) candidates for the position of At-Large Alderperson at the time of the election.

D. The Common Council of the City of Burlington shall accordingly be comprised of Eight (8) Alderpersons: Four (4) District Alderpersons and Four (4) At-Large Alderpersons.

E. In the Spring Election scheduled to be held in the year 2018, four (4) of the Alderperson positions on the City of Burlington Common Council will be subject to, and a part of, that Spring Election. In the Spring Election of 2018, the Four (4) At-Large Alderpersons will be elected, as described above. Thereafter, in the Spring Election of 2019, the Four (4) District Alderpersons will be elected, as described above. This annual rotation and sequencing shall then continue each subsequent Spring Election.

Section 3. Pursuant to the provisions of Section 66.0101(5) of the Wisconsin Statutes, this Charter Ordinance (i) does not take effect until after Sixty (60) Days from the date of its passage and publication, and (ii) is subject to a possible referendum of the Electors of the City of Burlington, in the manner prescribed by the provisions of such statute:

Section 4. This Charter Ordinance was adopted by the Common Council of the City of Burlington, Wisconsin, on the date of _____, 2017, by at least a two-thirds (2/3) vote of the members elect of the said Common Council (that being by a vote of at least six (6) or more Alderpersons of the eight (8) person Common Council).

City of Burlington, Wisconsin

By: _____
Jeannie Hefty
Mayor

Attest: _____
Diahm Halbach
City Clerk



DATE: May 16, 2017

SUBJECT: **ORDINANCE 2026(3)** to consider amending Chapter 6-8, “Plan Commission” of the Municipal Code of the City of Burlington.

SUBMITTED BY: Ruth Dawidziak, District 2 Alderman and Megan Watkins, Director of Administrative Services

BACKGROUND/HISTORY:

The Plan Commission was enacted in 1941 via Ordinance 288. As part of this ordinance, the president of the Park Board was to be a voting member on the board. For historical information, the Park Board (formerly the Park Commission) was enacted in 1926. The Park Board president has served on the Plan Commission consecutively for 76 years. Upon research of minutes and other historical documentation, there is no immediate evidence why this requirement was originally put into place. One thought is that it was written in to the ordinance because of the need to maintain green space within the city as increased residential development ensued.

Recently, our Park Board has experienced a change over with several new members in the last couple of years. The former president Darrel Eisenhardt was replaced commencing May 1, 2017 and a new president must be chosen at the May 18, 2017 meeting. The commitment of being required to serve on two boards as the president has brought on a challenge for the board to secure Darrel’s replacement. As discussed during the 2015 Strategic Plan sessions, volunteerism is down as of late due to increased commitments to work and family obligations. These discussions brought about the Strategic Plan initiative to create a Citizen Engagement Program (slotted to be released Summer/Fall 2017) to increase our pool of candidates able to serve.

This ordinance seeks to remove the requirement for the Park Board president to sit on the Plan Commission while replacing that membership with a City of Burlington resident, keeping the required seven voting member requirement per state statute. All other rules and requirements of the commission will remain intact.

In addition, in surveying members of the Wisconsin City/County Manager’s Association (WCMA), only eleven municipalities responded that their ordinance requires a Park Board president or a member of the Park Board to serve on their Plan Commission. Incidentally, the City of Cedarburg just recently redacted the requirement, much like we are proposing here.

BUDGET/FISCAL IMPACT:

There are no financial impacts with this ordinance amendment.

RECOMMENDATION:

Alderman Dawidziak, the Park Board and City staff recommends the approval to amend Ch. 6-8.

TIMING/IMPLEMENTATION:

This item is for discussion at the May 16, 2017 Committee of the Whole meeting and is scheduled for the June 6, 2017 Common Council meeting for final consideration.

ATTACHMENTS:

Ordinances

**AN ORDINANCE AMENDING SECTION 6-8 "PLAN COMMISSION" OF THE MUNICIPAL
CODE OF THE CITY OF BURLINGTON**

NOW THEREFORE BE IT RESOLVED that the Common Council of the City of Burlington does hereby ordain as follows:

I. Section 6-8. Plan Commission.

The Plan Commission shall consist of the Mayor, who shall be its presiding officer, the City Engineer, ~~the President of the Park Board~~, an Alderperson, ~~four~~ three citizens, and a member of the Town of Burlington Plan Commission. Citizen members shall be persons of recognized experience and qualifications and shall receive no compensation. One citizen member shall be appointed annually by the Mayor, subject to confirmation by the Council, for a term of three years. The aldermanic member shall be appointed annually by the Council at its organization meeting. In case the City has no Engineer, or if the Engineer's duties are performed by an engineering firm, an additional aldermanic member shall be appointed by the Council so the Commission has at all times seven voting members. The Town of Burlington Plan Commission member shall be designated by the Town of Burlington and appointed by the Mayor, shall act in an advisory capacity, and shall not have voting privileges and therefore shall not count toward a quorum.

- II.** It is further ordained that the application of this ordinance shall be effective after its passage and publication as required by law.
- III.** All other provisions as contained in Chapter 6 of the Municipal Code of the City Burlington shall continue and in full force and effect.

Introduced: May 16, 2017
Adopted:

Jeannie Hefty, Mayor

Attest:

Diahnn Halbach, City Clerk

ORDINANCE NO. 288

An ordinance creating a CITY PLAN COMMISSION for the City of Burlington, County of Racine, State of Wisconsin.

THE COMMON COUNCIL OF THE CITY OF BURLINGTON do ordain as follows:

Section I. That a City Plan Commission for the City of Burlington, Wisconsin is hereby created under the authority of Section 62.23 of the Statutes.

Section II. APPOINTMENT OF COMMISSION. The City Plan Commission shall consist of seven (7) members as follows: The mayor, who shall be its presiding officer, the city engineer, the president of the park board, an alderman and three (3) citizens. Citizen members shall be persons of recognized experience and qualifications, and shall receive no compensation. The alderman member of the Commission shall be elected by a two-thirds vote of the council, upon creation of the Commission, and during each April thereafter.

Note: If there be no city engineer or park board, additional citizens shall be appointed so that the board has at all times seven (7) members.

The three citizen members shall be appointed by the mayor, upon the creation of the Commission to hold office for a period ending one (1), two (2) and three (3) years respectively from the succeeding first day of May, and thereafter annually during April one such member shall be appointed for a term of three (3) years.

The additional citizen member, if any, shall be first appointed to hold office for a period ending one year from the succeeding first day of May, and thereafter annually during the month of April. Whenever a park board is created or a city engineer appointed, the president of such board or such

engineer shall succeed to a place on the said board when the term of an additional citizen member shall expire.

Section III. ORGANIZATION OF COMMISSION. As soon as possible after their appointment, the members of the Plan Commission shall organize by the election of a vice-chairman, secretary and such other officers as may in their judgment be necessary. All the members of the Plan Commission shall serve as such without compensation, except that if the Common Council deem advisable, the secretary may receive such compensation as may be fixed from time to time by the Common Council and provided for in the appropriation ordinance or annual budget.

Section IV. POWERS AND DUTIES. The Common Council shall refer to the City Plan Commission for its consideration and report before final action is taken by the Council, the following matters:

The location and architectural design of any public buildings;

The location of any statute or other memorial;

The location, extension, alteration, ornamentation or parking of any street, park, playground or other memorial or public grounds;

The location and character of lands and buildings for relieving congestion, for garden suburbs, or for vacation camps for children within or without the city;

All plats of lands in the city or within one and one-half miles thereof.

The Common Council may refer to the City Plan Commission the construction or carrying out of any public work not expressly within the province of other boards or commission of the city any may delegate to the City Plan Commission all powers which the said Council deems necessary to complete

such work in all details.

The City Plan Commission shall, upon request of the Council, ~~recommend a district plan and regulations governing the location~~ of industries and of buildings designed for specific uses, the size of buildings hereafter erected and the area of yards, courts and other open spaces and such regulations are declared to be for public health, safety and welfare. Tentative recommendations shall first be formulated and public hearings held thereon.

Section V. The City Plan Commission may, if it deems advisable, employ expert advice upon the authority of the Common Council, and an appropriation by the Common Council therefor, and may have made maps showing the proposed additions to or changes in the plan of the city.

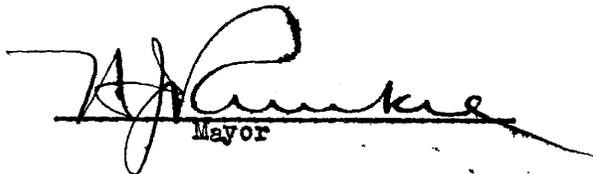
Section VI. The City Plan Commission shall keep written records of its proceedings which shall be open to inspection at all times.

Section VII. This ordinance shall be in force from and after its passage and publication.

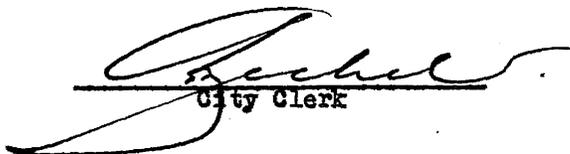
Introduced May 6, 1941.

Read: *June 3, 1941*

Adopted *July 4, 1941.*


Mayor

Attest:


City Clerk



DATE: May 16, 2017

SUBJECT: **ORDINANCE 2027(4)** – to consider amending Chapter 297-1(e)(1) “Taxicabs” in the Municipal Code of the City of Burlington.

SUBMITTED BY: Diahnn Halbach, City Clerk

BACKGROUND/HISTORY:

In our continued effort to review the City’s ordinances, staff discovered that the required policy limits for commercial taxicabs was found to be outdated and prohibitive for some business owners to conduct business in the City of Burlington.

The City’s current ordinance requires a taxicab’s commercial auto insurance policy to be in the amount of \$500,000 for the injury or death of one person in any one accident, and in the amount of \$1,000,000 for the injury or death of more than one person in any one accident, and in the amount of \$500,000 for damage to property of others for any one accident due to the negligent operation of such vehicle. According to quotes received from local insurance companies, the cost of this premium is estimated to be \$6,300 - \$12,000 per year, depending on the individual seeking coverage.

Per Wis. State Statutes, the minimum insurance required for taxicab operator coverage is \$25,000 for bodily injury to or death of one person in any one accident / \$50,000 for bodily injury to or death of 2 or more persons in any one accident / and \$10,000 because of injury to or destruction of property of others in any one accident.

Several other municipalities that allow taxicab operators were also contacted and reported the following insurance requirements per their Ordinance:

- **Appleton** – Limits \$250,000 each person / \$500,000 each accident for Bodily Injury and \$100,000 for Property Damage – OR – \$500,000 Combined Single Limit for Bodily Injury and Property Damage each accident.
- **Elkhorn** - \$500,000 injury per person / \$500,000 injury to more than one person / \$300,000 for property damage
- **Kenosha** – \$25,000 for injury or death to any one person, and subject to the same limit per person, a maximum liability of \$50,000 for the injury or death of any number of persons in any one accident and a maximum liability of \$10,000 for property damage in any one accident, containing the provision for \$50.00 deductible insurance on the property damage only.
- **LaCrosse** – minimum liability of \$250,000 for the injury or death of any one person and subject to the same limit per person, a min. liability of \$500,000 for the injury or death of any number of persons in any one accident, and a min. liability of \$100,000 for property damage in any one accident.
- **Lake Geneva** - \$300,000 injury or death of one or more persons in any one accident / \$100,000 for property damage
- **Marshfield** –liability limits of \$100,000 for the injury or death of any one person and subject to the same limit per person, a min. liability of \$300,000 for the injury or death of any number of persons in any one accident, and a min. liability of \$100,000 for property damage in any one accident.
- **Middleton** – minimum liability of \$100,000 for the injury or death of any one person and subject to the same limit per person, a min. liability of \$300,000 for the injury or death of any number of persons in any one accident, and a min. liability of \$100,000 for property damage in any one accident.

- **Racine** – minimum policy limits shall be \$100,000 per person / \$300,000 per occurrence bodily injury and \$50,000 per occurrence property damage.

As a result of these findings and per recommendation with Zarek Insurance, it was suggested that the absolute minimum commercial auto policy for a taxicab operator within the City of Burlington, should be no less than \$250,000 for the injury or death of one person in any one accident / \$500,000 for the injury or death of more than one person in any one accident / and \$100,000 for damage to property of others for any one accident due to the negligent operation of such vehicle.

Lowering these limits could reduce the cost of the insurance policy to about \$800 to \$1200 per year, depending on the individual seeking coverage. In essence, making it more affordable to operate a taxi cab business within the City of Burlington.

BUDGET/FISCAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval of this amendment and is in agreement with Zarek Insurance for policy coverage as follows:

- \$250,000 for the injury or death of one person in any one accident
- \$500,000 for the injury or death of more than one person in any one accident; and,
- \$100,000 for damage to property of others for any one accident due to the negligent operation of such vehicle

TIMING/IMPLEMENTATION:

This item is for discussion at the May 16, 2017 Committee of the Whole meeting and for final consideration at the June 6, 2017 Common Council meeting.

ATTACHMENTS:

Ordinance

ORDINANCE NO. 2027(4)
Introduced by: Committee of the Whole

**AN ORDINANCE AMENDING CHAPTER 297-1(e)(1) "TAXICABS" IN THE
MUNICIPAL CODE OF THE CITY OF BURLINGTON**

NOW THEREFORE BE IT RESOLVED that the Common Council of the City of Burlington does hereby ordain as follows:

I. Section E. Insurance.

1. No taxicab license shall be issued until the applicant deposits with the City Clerk a policy of liability insurance covering all vehicles to be included under the license. Such policy shall describe each vehicle by make, model and vehicle identification number, number of passengers capable of being accommodated therein at one time, and the number of the state motor vehicle license. Such insurance policy shall be issued by a company licensed to do business in the state and shall insure the licensee against loss from liability to the amount of ~~\$500,000~~ \$250,000 for the injury or death of one person in any one accident, and in the amount of ~~\$1,000,000~~ \$500,000 for the injury or death of more than one person in any one accident, and in the amount of ~~\$500,000~~ \$100,000 for damage to property of others for any one accident due to the negligent operation of such vehicle.

II. It is further ordained that the application of this ordinance shall be effective after its passage and publication as required by law.

III. All other provisions as contained in Chapter 297-1 of the Municipal Code of the City of Burlington shall continue and in full force and effect.

Introduced: May 16, 2017
Adopted:

Jeannie Hefty, Mayor

Attest:

Diahnn Halbach, City Clerk



COMMITTEE OF THE WHOLE

ITEM NUMBER: 12

DATE: May 16, 2017

SUBJECT: **ORDINANCE 2028(5)** to consider amending Chapter 234 Park Regulations of the City of Burlington Municipal Code, to create Section 234-2 (E) to prohibit abandonment of any boat or watercraft from City of Burlington Park property.

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

BACKGROUND/HISTORY:

Abandonment of boats and other watercraft has been an increased problem in the City parks over the past years, particularly at McCanna Park. The Park Board discussed this issue at their February 19, 2015 Park Board meeting, and decided to move forward to prohibit abandonment of any boat or watercraft in any City Park in the City of Burlington. This Ordinance creates Section 234-2 (E) for this prohibition.

BUDGET/FISCAL IMPACT:

The cost of labor to remove the abandoned boats, or watercraft, will be taken out of Department of Public Works 2017 Budget.

RECOMMENDATION:

Staff and the Park Board recommend adoption of this Ordinance.

TIMING/IMPLEMENTATION:

This item is for discussion at the May 16, 2017 Committee of the Whole meeting and scheduled for final consideration at the June 6, 2017 Common Council Meeting.

ATTACHMENTS:

Ordinance

AN ORDINANCE AMENDING CHAPTER 234, "PARK REGULATIONS" OF THE CITY OF BURLINGTON'S MUNICIPAL CODE, TO CREATE SECTION 234-2(E), TO PROHIBIT ABANDONMENT OF ANY BOAT OR WATERCRAFT FROM THE CITY OF BURLINGTON PARK PROPERTY

NOW THEREFORE BE IT ORDAINED by the Common Council of the City of Burlington, as follows:

Section 1. Section 234-2 (E) of the City of Burlington Municipal Code, Racine and Walworth Counties, Wisconsin, entitled "Storage of boats and other watercraft on City of Burlington Park Property" is hereby created to read as follows:

Section 234-2 E. Storage of boats and other watercraft on City of Burlington Park Property.

(1) It shall be unlawful for anyone to leave unattended a boat or watercraft in any Park within the City of Burlington.

(2) Any boat or watercraft left on City of Burlington Park Property shall be deemed to have been abandoned within the meaning of this section:

(a) Whenever any boat or watercraft has been allowed to remain standing at any City of Burlington Park within the City limits for over 24 hours, it shall have been deemed to have been abandoned by the owner.

(3) Abandonment prohibited. No person shall abandon any boat or other watercraft or leave any such boat or watercraft within the confines of any City of Burlington Park for such time or under such circumstances as to cause such boat or watercraft to reasonably appear to have been abandoned.

(4) Removal. The Chief of Police or the Director of Public Works, or their designee, is hereby authorized to remove or have removed any boat or watercraft that has been left in any City of Burlington Park, its shores, or any City of Burlington Park property in violation of this ordinance. Except for procedure notification as set forth, the owner of such boat or other watercraft shall be entitled to all the rights otherwise set forth in this section.

(5) Impounding of boats or watercraft stored or abandoned in violation of this Ordinance. The Chief of Police or the Director of Public Works or their designee is hereby authorized to remove or have removed any boat or watercraft which has been stored or abandoned in violation of this ordinance. Such watercraft shall be impounded until lawfully claimed or disposed of in accordance with subsection 6(D) of this section.

(6) Notice and disposition of impounded boats or watercraft.

(a) In all cases whereby reasonable diligence of the Chief of Police or any member of the Police Department is able to determine the owner of a stored boat or watercraft, a written notice shall be provided to that owner either personally or by registered mail. The notice shall provide that the boat or watercraft has been stored under the terms of this section and that the party will have 72 hours within receipt of the notice to claim the boat. If the boat or watercraft is claimed within 72 hours, the owner may retrieve the boat by paying a reasonable fee for transportation of the boat to the storage facility and such fees for storage as are reasonable based upon the length of storage. In addition the owner shall remain

liable for penalties assessed under sub-section 234-5 of this Municipal Code if the person is found guilty of a violation of this section.

(b) If after employing reasonable diligence, the Chief of Police cannot determine the owner of the boat or other watercraft, the boat or watercraft shall be stored for a period of 30 days after which it may be sold to cover the cost of the storage and removal charges.

(c) At any time prior to sale of an impounded boat or watercraft, any person establishing his ownership or right of possession to such boat or watercraft may reclaim and obtain possession of the same by paying the Police Department for storage and removal thereof, along with such other expenses incidental to the care and maintenance of the same and any other expenses incurred in relation thereto.

(d) After any boat or watercraft shall have been stored for more than 30 days and required notices, if any, have been given and when applicable a hearing has been held in a court of law with respect to the alleged violation of this section, the Chief of Police shall sell the same by the receipt of sealed bids or at public auction, whichever the Chief of Police deems most adequate to complete the sale in the most practical and efficient manner. Notice of such sale shall be published in the official city newspaper as a class 2 notice. At such sale, the highest bid in cash for any boat or watercraft shall be accepted unless the same is, in the judgment of the Chief of Police, inadequate. In that event all bids or no bid at all is received, the Chief of Police may, in his discretion, either re advertise the sale or adjourn the same from time to time to a definite date each time or sell such boat or watercraft at a private sale or junk the same.

(e) After deducting the reasonable and necessary expenses incident to the care and sale of any boat or watercraft, the balance of the proceeds shall be paid to the City Clerk and credited to the general city fund. The sale of the boat or other watercraft under the provisions of this section shall forever bar all prior claims thereto and any interest therein except as hereafter provided.

Section 2. Section 234-2 in all other respects shall remain the same.

Section 3. THIS ORDINANCE shall take effect and be in full force after its passage and publication as provided by law.

Introduced: May 16, 2017

Adopted: _____

Jeannie Hefty, Mayor

Attest: _____

Diahnn Halbach, City Clerk



DATE: May 16, 2017

SUBJECT: MOTION 17-873 – To discuss and consider approving an Eagle Scout Project and City Project Regarding City Owned Property Located at 256 State Street.

SUBMITTED BY: Mayor Jeannie Hefty and Carina Walters, City Administrator

BACKGROUND/HISTORY:

In June 2015 staff recommended to the Common Council to acquire the property located at 256 W. State Street from Racine County. The City acquired the property as it was an eyesore for the downtown business district for several years and steps needed to be taken by the City to eliminate the blight.

The terms of the acquisition included the property would be sold “as-is” to the City, and the City would hold harmless the County for any liability. The property back taxes would be forgiven by the County which amounted to approximately \$95,000; however, the City would reimburse Racine County \$2,114.71 for special assessments (e.g. snow removal and weed destruction) that the County previously paid to the City. Should the property be developed the back taxes forgiven would need to be reimbursed to the County.

In March 2016 the County Quit Claim Deeded the parcel to the City. Part of the process included the City issuing Request for Proposals (RFP) from several developers, brokers and investors to identify what/if there was any interested buyers and/or developers for the parcel. The City received one RFP and the Common Council decided it was in the best interest of the City to have the City designate the areas as green space.

As early as October 2016, the City was contacted by Tommy Martin, a Burlington Boy Scout, in Troop 336 seeking to obtain his Eagle Scout by completing his project in the 256 W. State Street property. This evening, Mayor Hefty will provide an overview of the process including donations and Tommy Martin, will explain his Eagle Scout Project seeking approval from the Common Council.

BUDGET/FISCAL IMPACT:

N/A

RECOMMENDATION:

To discuss and approve an Eagle Scout Project and City Project Regarding City Owned Property Located at 256 State Street.

TIMING/IMPLEMENTATION:

This item is for discussion at the May 16, 2017 Committee of the Whole meeting and Final Approval at the Common Council meeting of June 6, 2017.

ATTACHMENTS:

Before & After Site Pictures

SOUTH . BEFORE





Tommy Martin Eagle Scout Project: AFTER

WEST. AFTER 1



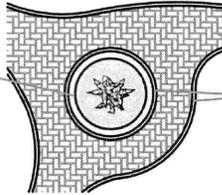
SOUTH · AFTER 2



BRICK PAVER DETAILS

NO SCALE

SEATWALL OLDE QUARRY - FIELDSTONE COLOR WITH LEDGE STONE CAP BUFF



PREMIER HOLLAND- CHARLESTON COLOR (INLAY)
 SERIES 3000- ONYX BLACK COLOR (SOLDIER BOARDER)



Proposed CB 1
 RIM: 98.2
 INV: 96.67

EX MH 1
 RIM: 98.46
 INV: 96.07

76.52 LF - 6" PVC @ .5 %

43.19 LF - 6" PVC @ .5 %

INV: 96.45

MILWAUKEE AVE

STATE STREET

EX. PLANTS

EX. FENCE

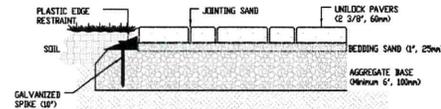
LIGHT POLE

WATER SERVICE

WATER METER

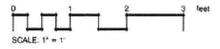
CURB STOP

4" SLEEVE



PEDESTRIAN APPLICATION

Plastic Edging
 PAVER DETAIL
 Cross Section



General Notes

DIGGERS HOTLINE

Dial 811 or (800) 242-8511
 www.DiggersHotline.com

Reesman's

SERVICE CORPORATION

Outdoor design build specialists

Division of

REESMAN

No.	Revision/Issue	Date
1		

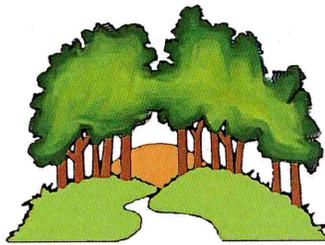
28815 Bushnell Road
 Burlington, WI 53105

Phone 262.342.1425
 Fax 262.539.2665
 www.reesmans.com

State Street Green Space Project

Burlington, WI

Project	Sheet
Lndsc	L-100
Date	
4/27/17	
Scale	
1"=1'	



RUSTIC ROAD LANDSCAPING

P.O. Box 436 • Burlington, WI 53105 • Ph (262) 534-5388-Fax 534-3285

PROPOSAL

March 23, 2017

We are pleased to submit the following estimate for your review.

WORK AS FOLLOWS

Tommy Martin Eagle Scout Project at "New Square Park"

A) 2 Sign areas at northwest and southwest park corners

Each area as designed:

➤ Signs delivered and installed by others	N/C
➤ Design, dirt, grading, supervision by others	N/C
➤ Ornamental grasses	450.00
➤ Dwarf blue spruce	500.00
➤ Specimen conifer at background	1575.00
➤ Edging	120.00
➤ Pine mulch	130.00
➤ Slam dunks (annuals)	150.00
➤ Sod	160.00
➤ Sub-total each:	\$3085.00
➤ Discount to wholesale cost:	\$1780.00

Corners at cost: 2 @ 1780.00 \$3560.00

(Approximate man hours required to complete above work = 32 – 36 hours).

B) Other areas for Scout participation: Approx. Hrs.

➤ Planting and mulching screening trees	20
➤ Planting and mulching smaller ornamental and shade trees	45
➤ Installing, staking and watering sod	35
➤ Subtotal of hours:	100
Overall total man hours with sign areas:	132 - 136

Please call Scott with any questions at (262) 206-2090.

Visit us at: rusticroadlandscaping.com

All landscape work is subject to Wisconsin state and local sales tax.

ACCEPTANCE OF PROPOSAL

The above prices, specifications, terms and conditions are satisfactory and accepted. Rustic Road Landscaping is authorized by the signature below to begin the work described above.

Client _____ Date _____ RRL _____ Date 3/23/17

Thank you for considering Rustic Road Landscaping



DATE: May 16, 2017

SUBJECT: MOTION 17-874 to consider the annual insurance renewal with Zarek Insurance.

SUBMITTED BY: Carina Walters, City Administrator

BACKGROUND/HISTORY:

Zarek Insurance, the City's broker for several years, has obtained rates for our liability and worker's compensation lines of coverage. The worker compensation and general liability insurance covers all incidents of employees injured on the job and any damage claims to city property. Additionally, it covers the city against losses incurred from injuries occurring on city property.

The City has been working with our insurance carrier EMC for the past several years to reduce workers compensation claims. Ongoing training occurs regularly with the member of our staff in an effort to improve safety and reduce insurance claims.

The total premium for this year is \$315,348. This is an overall decrease of 9 percent from the previous year. A detailed list of coverage and items relating to the decrease has been attached for your convenience.

Paul Zarek, of Zarek Insurance, will be in attendance at this evening's Committee of the Whole meeting.

BUDGET/FISCAL IMPACT:

The total insurance premium is \$315,348 split between all the applicable funds.

RECOMMENDATION

Staff recommends approval of the renewal.

TIMING/IMPLEMENTATION:

This item is scheduled for discussion at the May 16, 2017 Committee of the Whole meeting and scheduled for final consideration at the June 6, 2017 Common Council meeting.

ATTACHMENTS:

Coverage breakdown



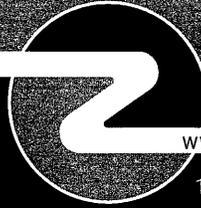
**City of Burlington
And
City of Burlington Housing Authority**

<u>Company</u>	<u>5/16 -5 /17</u>	<u>Coverage</u>	<u>5/17 – 5/18</u>
Employers	\$ 32,573	General Liability	\$ 30,106
Employers	\$ 9,810	Inland Marine	\$ 9,877
Employers	\$ 1,864	Crime	\$ 1,453
Employers	\$ 8,394	Linebacker	\$ 8,397
Employers	\$ 10,699	Umbrella	\$ 10,600
Employers	\$ 4,651	Law Enforcement	\$ 4,765
Employers	\$ 51,996	Automobile	\$ 52,428
Employers	\$ 97,947	Property	\$ 98,940
Employers	\$ 6,377	Burlington Housing Authority	\$ 6,305
Old Republic	\$ 3,215	Airport OL&T	\$ 2,155
Hartford Steam Boiler	\$ N/A	Boiler & Machinery (Housing Authority)	\$ N/A
Subtotal:	\$227,526		\$225,026
Employers	\$118,952	Workers Compensation (SEE ATTACHED)	\$ 90,322
Total Premium:	\$346,478		\$315,348



**City of Burlington Housing Authority
Premium Summary 2017-2018**

	<u>16/17</u>	<u>17/18</u>
Workers Compensation	\$1,303	\$1,139
General Liability	\$3,601	\$3,637
Umbrella	\$611	\$661
Linebacker	\$689	\$692
Automobile	<u>\$173</u>	<u>\$176</u>
Total Annual Premium	\$6,377	\$6,305



Workers Compensation – 18% FLAT Dividend

Classification	Payroll	16/17 Rate	17/18 Rate
8810-Clerical	1,281,795	.25	.24
9412-Municipal Ops-Misc.	1,311,298	4.90	4.61
5507-Street Construction	If Any	7.79	7.93
7704-Firefighters/Drivers	346,254	4.84	4.91
6306-Sewer Construction	If Any	10.96	10.59
7520-Waterworks/Drivers	126,907	3.79	4.26
7720-Police/Drivers	1,418,156	3.85	3.48
7539 Electric Power	If Any	1.65	1.77
5403 Carpentry NOC	If Any	13.92	13.40
6217-Excavation	If Any	8.38	7.89
9033-Housing Authority	73,927	1.96	1.98