



CITY OF BURLINGTON

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

AGENDA

COMMITTEE OF THE WHOLE

Wednesday, April 8, 2020 at 6:30 p.m.

Webinar Link: <https://us04web.zoom.us/j/725271341?pwd=NVRkaVdtWkRZRlUxNGIyWFRtTFNkQT09>

Webinar ID: 725 271 341

Password: 441655

Telephone Dial: US: (312) 626-6799

- To attend a meeting, click on the link provided or dial in with the phone number provided on the meeting agenda. You may need to create a Zoom account if you access the meeting online.
- You will participate as an attendee, not a panelist. You will be muted by the meeting moderator.
- To participate/speak during a meeting when allowable, you will need to “raise your hand”. Online you will find a ‘raise hand’ option in the menu bar. Via phone you can press *9.
- All meetings are recorded and subject to the Wisconsin Open Meetings Law.

Mayor Jeannie Hefty
Susan Kott, Alderman, 1st District
Theresa Meyer, Alderman, 1st District
Bob Grandi, Alderman, 2nd District
Ryan Heft, Alderman, 2nd District
Steve Rauch, Alderman, 3rd District
Jon Schultz, Council President, Alderman, 3rd District
Thomas Preusker, Alderman, 4th District
Todd Bauman, Alderman, 4th District

Student Representatives:

Thomas Martin, Student Representative (BHS)
Peter DeSmidt, Student Representative (CCHS)

1. **Call to Order - Roll Call**
2. **Citizen Comments**
3. **Approval of Minutes** (S.Kott)
 - A. To approve the March 3, 2020 Committee of the Whole Meeting Minutes.
4. **PRESENTATIONS:** None
5. **DISCUSSION:**
 - A. A discussion regarding the 2019 Annual Storm Water Report.
6. **RESOLUTIONS:**

- A. **Resolution 5003(56)** - To amend the Fee Schedule for the City of Burlington regarding the Public Site Fee and the Park Facilities Impact Fee.
 - B. **Resolution 5004(57)** - To approve the Bid Award for Garbage and Recyclables Collection and Disposal to ASDA Enterprises, Inc.
7. **ORDINANCES:**
- A. **Ordinance 2057(23)** - To create Section 278-81.1, "Park Facilities Impact Fee" of the City of Burlington Municipal Code.
8. **MOTIONS:**
- A. **Motion 20-959** - To approve an application for a Joint Effort Marketing Grant (JEM) for Destination Marketing.
 - B. **Motion 20-960** - To approve the acceptance of the Community Grant from Walmart- Burlington.
 - C. **Motion20-961** - To Ratify, Approve and Adopt a Declaration of Emergency for the City of Burlington regarding the coronavirus or COVID-19 outbreak.
 - D. **Motion 20-962** - To approve temporary procedures for City of Burlington governmental meetings.
 - E. **Motion - 20-963** To Ratify, Approve and Adopt a Declaration of Designation of “emergency responder” Employees under the Families First Coronavirus Response Act.
 - F. **Motion - 20-964** To Ratify, Approve and Adopt an Emergency Declaration by the City of Burlington for change of election location and election process.
9. **ADJOURNMENT** (*T. Meyer*)

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



COMMITTEE OF THE WHOLE

ITEM NUMBER 3A

DATE: April 8, 2020

SUBJECT: MEETING MINUTES - To approve the March 3, 2020 Committee of the Whole Meeting Minutes.

SUBMITTED BY: Diahnn Halbach, City Clerk

BACKGROUND/HISTORY:

The attached minutes are from the March 3, 2020 Committee of the Whole meeting.

BUDGET/FISCAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval of the attached minutes from the Marc 3, 2020 Committee of the Whole meeting.

TIMING/IMPLEMENTATION:

This item is scheduled for final consideration at the March 17, 2020 Common Council meeting.

Attachments

COW Minutes



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

CITY OF BURLINGTON
Committee of the Whole Minutes
Jeannie Hefty, Mayor
Diahnn Halbach, City Clerk
Tuesday, March 3, 2020

1. **Call to Order - Roll Call**

Mayor Jeannie Hefty called the Committee of the Whole meeting to order at 6:30 p.m. Roll Call:
Present - Alderman Susan Kott, Alderman Theresa Meyer, Alderman Bob Grandi, Alderman Ryan Heft,
Alderman Steve Rauch, Alderman Tom Preusker, Alderman Todd Bauman. Excused: Alderman Jon
Schultz.

Student Representatives: Present - Thomas Martin (BHS), Peter DeSmidt (CCHS). Excused: None.

Staff present: City Attorney John Bjelajac, City Administrator Carina Walters, Assistant City
Administrator/Zoning Administrator Megan Watkins, Finance Director Steven DeQuaker, Public Works
Director Peter Riggs, Fire Chief Alan Babe, Police Chief Mark Anderson and City Intern Nicholas Faust.

2. **Citizen Comments** - NONE

3. **Approval of Minutes** - To approve the February 19, 2020 Committee of the Whole Meeting Minutes.

Motion: Alderman Bauman. Second: Alderman Rauch. With all in favor, the motion carried.

4. **RESOLUTIONS:**

A. **Resolution 4997(50)** - To Authorize the Sale of Approximately \$940,000 General Obligation
Promissory Notes, Series 2020A.

Finance Director, Steven DeQuaker, provided an overview and stated that the resolution authorized
Ehlers, Inc. to go to the market for General Obligation (GO) Promissory Notes for the 2020 Street and
Sidewalk Program, along with the Engineering for the 2021 Maryland Street Project. DeQuaker also
noted the advantages of Promissory Notes versus Bonds, stating that Notes are more flexible and require
a shorter term. Greg Johnson, Ehlers, then reviewed the Pre-Sale Report and the 2020-2024 Projected
Finance Plan.

Alderman Grandi asked Johnson if there were any opportunities with existing debt for lower rates.
Johnson responded that they had looked into lower rates but nothing was available for existing debt.

B. **Resolution 4998(51)** - To approve the Memorandum of Understanding (MOU) of a Joint Grant
Application between the Rochester Volunteer Fire Company (RVFC) and the City of Burlington Fire
Department (COBFD) to the Federal Emergency Management Agency (FEMA) regarding the Joint
Assistance to Firefighters Grant for VHF portable radios.

Chief Babe explained that RVFC and the COBFD have agreed to enter into a collaborative agreement to

apply for a grant from FEMA in order to purchase VHF portable radios. Chief Babe stated that FEMA denied the grant last year; however this year, they have lowered the grant ask and Rochester will be the lead agency and named applicant and the City will be its partner in the application. Chief Babe also pointed out that there was a typo in paragraph IV. Roles and Responsibilities and the dollar amount should be \$1500, not \$15,000.

- C. **Resolution 4999(52)** - To approve a Revolving Loan Fund (RLF) Grant in the amount of \$15,000 and Loan in the amount of \$100,000 to the Low Daily Brewery for a total not-to-exceed amount of \$115,000.

Prior to reviewing the resolutions for the RLF grants and loans, Carolyn Engel, RCEDC, provided an overview of the entire approval process. Thomas VanGent, RCEDC Loan Officer, then introduced the grant request for the Low Daily Brewery stating the grant would allow a new business to be recruited to the downtown district, fill a currently vacant building, help with start-up costs and create five full-time jobs. Walters also stated that the grant request is contingent on an agreement with WEDC, which is in the process of being finalized and staff recommends approval of the grant request.

- D. **Resolution 5000(53)** - To approve a Revolving Loan Fund (RLF) grant request for a total not-to-exceed amount of \$13,319.50 to The Loop Properties, LLC for property located at 488 Milwaukee Avenue.

VanGent provided an overview of the grant request stating the grant request for The Loop Properties, LLC, would allow a new business to be recruited to the downtown district, fill a currently vacant building, house multiple start-up businesses and include a co-working space component, and will encourage both retail opportunities and additional foot traffic in the downtown district. Bevin Dawson, owner, stated that they would house multiple tenants and that offices are already almost full and other areas have been leased.

- E. **Resolution 5001(54)** - To approve a Revolving Loan Fund (RLF) Grant in the amount of \$10,000 to Clinical Psychology Associates, LLC for property located at 197 W. Chestnut Street.

Engel reviewed the grant request for 197 W. Chestnut Street stating that the grant would create three full-time positions and improve and occupy a currently vacant building. Engel also stated that the purpose of the project is to consolidate the company's Waterford and Burlington offices into one convenient location. Dr. Thompson, owner, stated that he believes this project will upgrade the quality of the environment for both employees and clients, as well as provide more efficient services. Thompson also stated that the clinic will occupy most of the 12,690 sq. ft. of the building, however, they will seek a tenant for 4,000 sq. ft. of the building's professional office space.

- F. **Resolution 5002(55)** - To amend the Cash Deposit Schedule for the City of Burlington regarding municipal court.

Municipal Court Judge, Kelly Iselin, provided an overview of the bond schedule which encapsulates all fines associated with Municipal Ordinance violations (non-traffic violations). Iselin stated that the last update was in 2014 and that in addition to the changes in fees, cases involving 2nd offense possession of THC and possession of drug paraphernalia were added to the schedule, so additional fees were also applied for this.

5. **ORDINANCES:**

- A. **Ordinance 5002(55)** - To repeal and recreate Section 6-1 "Board of Public Works" of the Municipal Code of the City of Burlington to "Statutory Public Works Officer".

Administrator Walters reviewed the background history of the Board of Public Works, which was established in 1908. Walters stated that it has become increasingly difficult to meet quorum due to conflicting work schedules for both elected officials and city staff and that the City of Burlington is one of the rare communities that still have a Board of Public Works and that other communities handle this task as an Administrative function of daily processes. Walters stated that staff recommends to repeal and recreate Chapter 6-1, creating a new chapter titled, "Statutory Public Works Officer", which will allow

the City Administrator and/or the City Administrator's designee to exercise the duties of the Board of Public Works. Walters further stated that bid openings will continue to be open to the public and all bids awards will be considered and approved by the Common Council.

Alderman Bauman, currently appointed to the Board of Public Works, agreed with the recommendation and attested that with current work schedules, it has been very difficult to attend bid openings.

6. **MOTIONS:**

- A. **Motion 20-955** - To consider approving a Certificate of Appropriateness for property located at 700 N. Pine Street.

Administrator Walters stated that the applicants for this project, would like to make improvements to the rear facade which includes eliminating the left-side overhead door, reducing the size of the right-side overhead door, installing a pedestrian door with a new smaller overhead door and utilize a material such as Dryvit to cover and match the areas as close as possible to the existing color of the building.

- B. **Motion 20-956** - To approve an Airport Hangar Lease with Dale Severs and Karen Riccio for property located at Hanger 816 Hotel Taxiway, Burlington Municipal Airport, Burlington, Wisconsin.

Walters reviewed Motion 20-956 and Motion 20-957, stating that both hangar leases are standard leases and have been approved by the Airport Committee.

- C. **Motion 20-957** - To approve an Airport Hangar Lease with Mark T. Van de Bogert and Jeanette L. Van de Bogert Revocable Trust for property located at 1396 Mike Taxiway, Burlington Municipal Airport, Burlington, Wisconsin.

Walters reviewed this motion along with Motion 20-956.

- D. **Motion 20-958** - To consider approving the 2020 Fireworks Agreement for July 4, 2020 with FiveStar Fireworks Co.

Director Watkins, reviewed the firework agreement with FiveStar and stated that five other companies were sent a request for a quote; however only two companies responded. Of those two, FiveStar provided a more competitive quote that fits the City's budget of \$10,000. Watkins suggested that council considers increasing the budget for 2021 and that the average community spends about \$14,000.

7. **ADJOURNMENT**

Motion: Alderman Kott. Second: Alderman Bauman. With all in favor, the motion carried and the meeting was adjourned at 7:28 p.m.

Minutes respectfully submitted by:

Diahnn C. Halbach
City Clerk
City of Burlington



DATE: April 8, 2020

SUBJECT: DISCUSSION- A discussion regarding the 2019 Annual Storm Water Report.

SUBMITTED BY: Don Hefty, Utility Manager

BACKGROUND/HISTORY:

Since becoming a Municipal Separate Storm Sewer System (MS4) Permitted community in March of 2015, the City of Burlington is required to complete and submit an annual report to the Wisconsin Department of Natural Resources by March 31 following the reporting year. On May 1, 2019, Wisconsin Pollution Discharge Elimination System (WPDES) Permit No. WI-S050075-3 was issued. Section 2.9 of the permit states, "The permittee shall invite the municipal governing body, interest groups and the general public to review and comment on the annual report." This discussion item will satisfy the requirements set forth. Consider this to be an annual agenda item throughout the duration of the permit set to expire April 30, 2024.

BUDGET/FISCAL IMPACT:

This is an annual reporting requirement that has no budget or fiscal impact.

RECOMMENDATION:

Staff recommends members of the Common Council, as well as members of the general public, review the annual report and provide staff with any feedback.

TIMING/IMPLEMENTATION:

This item is for discussion at the Committee of the Whole meeting on April 8, 2020.

Attachments

2019 Storm Water Report

Submittal of Annual Reports and other Compliance Documents for Municipal Separate Storm Sewer System (MS4) Permits

NOTE: Missing or incomplete fields are highlighted at the bottom of each page. You may save, close and return to your draft permit as often as necessary to complete your application. After 120 days your draft is **deleted**.

Reporting Information

Will you be completing the Annual Report or other submittal type? Annual Report Other

Project Name: MS4 Annual Report

County: Racine

Municipality: Burlington City of

Permit Number: S050075

Facility Number: 52321

Reporting Year: 2019

Is this submittal also satisfying an Urban Nonpoint Source Grant funded deliverable? Yes No

Required Attachments and Supplemental Information

Please complete the contents of each tab to submit your MS4 permit compliance document. The information included in this checklist is necessary for a complete submittal. A complete and detailed submittal will help us review about your MS4 permit document. To help us make a decision in the shortest amount of time possible, the following information must be submitted:

Annual Report

- Review related web site and instructions for [Municipal storm water permit eReporting](#) [Exit Form]
- Complete all required fields on the annual report form and upload required attachments
- Attach the following other supporting documents as appropriate using the attachments tab above
 - Public Education and Outreach Annual Report Summary
 - Public Involvement and Participation Annual Report Summary
 - Illicit Discharge Detection and Elimination Annual Report Summary
 - Construction Site Pollution Control Annual Report Summary
 - Post-Construction Storm Water Management Annual Report Summary
 - Pollution Prevention Annual Report Summary
 - Leaf and Yard Waste Management
 - Municipal Facility (BMP) Inspection Report
 - Municipal Property SWPPP
 - Municipally Property Inspection Report
 - Winter Road Maintenance
 - Storm Sewer Map Annual Report Attachment
 - Storm Water Quality Management Annual Report Attachment
 - TMDL Attachment
 - Storm Water Consortium/Group Report

- Municipal Cooperation Attachment
- Other Annual Report Attachment

- Attach the following permit compliance documents as appropriate using the attachments tab above
 - Storm Water Management Program (*S050075-03 general permittees shall have a written storm water management program that describes in detail how the permittee intends to comply with the permit requirements for each minimum control measure. Updated programs are due to the department by March 31, 2021.*)
 - Public Education and Outreach Program
 - Public Involvement and Participation Program
 - Illicit Discharge Detection and Elimination Program
 - Construction Site Pollutant Control Program
 - Post-Construction Storm Water Management Program
 - Pollution Prevention Program
 - Municipal Storm Water Management Facility (BMP) Inventory (*S050075-03 general permittees 2.6.1 - inventory due to the department by March 31, 2021.*)
 - Municipal Storm Water Management Facility (BMP) Inspection and Maintenance Plan (*S050075-03 general permittees 2.6.2 – document due to the department by March 31, 2021.*)

- Sign and Submit form

Municipal Contact Information- Complete

Notice: Pursuant to s. NR 216.07(8), Wis. Adm. Code, an owner or operator of a Municipal Separate Storm Sewer System (MS4) is required to submit an annual report to the Department of Natural Resources (Department) by March 31 of each year to report on activities for the previous calendar year ("reporting year"). This form is being provided by the Department for the user's convenience for reporting on activities undertaken in each reporting year of the permit term. Personal information collected will be used for administrative purposes and may be provided to the extent required by Wisconsin's Open Records Law [ss. 19.31-19.39, Wis. Stats.].

Note: Compliance items must be submitted using the Attachments tab.

Municipality Information

Name of Municipality: Burlington City of

Facility ID # or (FIN): 52321

Updated Information: Check to update mailing address information

Mailing Address: 2100 S. Pine Street

Mailing Address 2:

City: Burlington

State: Wisconsin

Zip Code: 53105 xxxxx or xxxxx-xxxx

Primary Municipal Contact Person (Authorized Representative for MS4 Permit)

The "Authorized Representative" or "Authorized Municipal Contact" includes the municipal official that was charged with compliance and oversight of the permit conditions, and has signature authority for submitting permit documents to the Department (i.e., Mayor, Municipal Administrator, Director of Public Works, City Engineer).

Select to **create new** primary contact

First Name: Donald

Last Name: Hefty

Select to **update** current contact information

Title: Utility Manager

Mailing Address: 2100 S. Pine St.

Mailing Address 2:

City: Burlington

State: WI

Zip Code: 53105 xxxxx or xxxxx-xxxx

Phone Number: 262-971-2907 Ext: xxx-xxx-xxxx

Email: dhefty@burlington-wi.gov

Additional Contacts Information (Optional)

- I&E Program
- IDDE Program

**Individual with responsibility for:
(Check all that apply)**

- IDDE Response Procedure Manual
- Municipal-wide Water Quality Plan
- Ordinances
- Pollution Prevention Program
- Post-Construction Program
- Winter roadway maintenance

First Name: Peter

Last Name: Riggs

Title: DPW Director

Mailing Address: 2200 S. Pine St.

Mailing Address 2:

City: Burlington

State: WI

Zip Code: 53105 xxxxx or xxxxx-xxxx

Phone Number: 262-342-1182 Ext: xxx-xxx-xxxx

Email: priggs@burlington-wi.gov

1. Does the municipality rely on another entity to satisfy some of the permit requirements? If yes, enter entity name (government, consultant, group/organization).

- Yes No

2. Has there been any changes to the municipality's participation in group efforts towards permit compliances (i.e., the municipality has added or dropped consortium membership)?

- Yes No

Missing Information

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7.

Minimum Control Measures- Section 1 : Complete

1. Public Education and Outreach

a. Complete the following information on Public Education and Outreach Activities related to storm water. Select the Mechanism that best describes how the topic message was conveyed to your population. Use the **Add Activity** to add multiple Mechanisms. For Quantity, choose the range for the number of Mechanisms chosen (i.e., number of workshops, events).

Topic: Detection and elimination of illicit discharges			
Mechanism	Quantity (optional)	Est. People Reached (optional)	Regional Effort? (optional)
Active distribution of print media (mailings, newsletters, etc)	1 - 9	100 +	<input type="radio"/> Yes <input type="radio"/> No
Passive print media (brochures at front desk, posters, etc.)	1 - 9	20 - 49	<input type="radio"/> Yes <input type="radio"/> No

Select all applicable audiences targeted for this topic.

- Contractors
 General Public
 Public Employees
 Residential
 School Groups
 Business
 Developers
 Industries
 Other:

Topic: Management of materials that may cause storm water pollution from automobiles, pet waste, household hazardous waste and household practices			
Mechanism	Quantity (optional)	Est. People Reached (optional)	Regional Effort? (optional)
Active distribution of print media (mailings, newsletters, etc)	1 - 9	100 +	<input type="radio"/> Yes <input type="radio"/> No
Passive print media (brochures at front desk, posters, etc.)	1 - 9	20 - 49	<input type="radio"/> Yes <input type="radio"/> No
Social media posts	1 - 9	100 +	<input type="radio"/> Yes <input type="radio"/> No

Select all applicable audiences targeted for this topic.

- Contractors
 General Public
 Public Employees
 Residential
 School Groups
 Business
 Developers
 Industries
 Other:

Topic: Beneficial onsite reuse of leaves and grass clippings/proper use of lawn and garden fertilizers and pesticides			
Mechanism	Quantity (optional)	Est. People Reached (optional)	Regional Effort? (optional)
Passive print media (brochures at front desk, posters, etc.)	1 - 9	10 - 19	<input type="radio"/> Yes <input type="radio"/> No

Select all applicable audiences targeted for this topic.

- Contractors
 General Public
 Public Employees
 Residential
 School Groups
 Business
 Developers
 Industries
 Other:

Topic: Management of stream banks and shorelines by riparian landowners to minimize erosion and restore and enhance the ecological value of waterways

Mechanism	Quantity (optional)	Est. People Reached (optional)	Regional Effort? (optional)
Did not focus on this topic this reporting year	Select...	Select...	<input type="radio"/> Yes <input type="radio"/> No

Select all applicable audiences targeted for this topic.

- Contractors
 General Public
 Public Employees
 Residential
 School Groups
 Business
 Developers
 Industries
 Other:

Topic: Infiltration of residential storm water runoff from rooftop downspouts, driveways and sidewalks

Mechanism	Quantity (optional)	Est. People Reached (optional)	Regional Effort? (optional)
Active distribution of print media (mailings, newsletters)	<u>1 - 9</u>	<u>100 +</u>	<input type="radio"/> Yes <input type="radio"/> No
Passive print media (brochures at front desk, posters, etc.)	<u>1 - 9</u>	<u>10 - 19</u>	<input type="radio"/> Yes <input type="radio"/> No
Social media posts	<u>1 - 9</u>	<u>100 +</u>	<input type="radio"/> Yes <input type="radio"/> No

Select all applicable audiences targeted for this topic.

- Contractors
 General Public
 Public Employees
 Residential
 School Groups
 Business
 Developers
 Industries
 Other:

Topic: Inform and where appropriate educate those responsible for the design, installation, and maintenance of construction site erosion control practices and storm water management facilities on how to design, install and maintain the practices

Mechanism	Quantity (optional)	Est. People Reached (optional)	Regional Effort? (optional)
Direct one-on-one communication	<u>1 - 9</u>	<u>1 - 9</u>	<input type="radio"/> Yes <input type="radio"/> No
Workshops	<u>10 - 19</u>	<u>20 - 49</u>	<input type="radio"/> Yes <input type="radio"/> No
Website	<u>1 - 9</u>	<u>100 +</u>	<input type="radio"/> Yes <input type="radio"/> No

Select all applicable audiences targeted for this topic.

- Contractors
 General Public
 Public Employees
 Residential
 School Groups

Business Developers Industries Other:

Topic: Identify businesses and activities that may pose a storm water contamination concern, and where appropriate, educate specific audiences on methods of storm water pollution prevention

Mechanism	Quantity (optional)	Est. People Reached (optional)	Regional Effort? (optional)
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Did not focus on this topic this reporting year Select... Select... Yes No

Select all applicable audiences targeted for this topic.

Contractors General Public Public Employees Residential School Groups
 Business Developers Industries Other:

Topic: Promote environmentally sensitive land development designs by developers and designers, including green infrastructure and low impact development

Mechanism	Quantity (optional)	Est. People Reached (optional)	Regional Effort? (optional)
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Direct one-on-one communication 1 - 9 1 - 9 Yes No

Workshops 10 - 19 10 - 19 Yes No

Targeted group training (contractors, consultants, etc.) 10 - 19 20 - 49 Yes No

Select all applicable audiences targeted for this topic.

Contractors General Public Public Employees Residential School Groups
 Business Developers Industries Other:

Topic: Other (describe): Adaptive Management Plan Implementation

Mechanism	Quantity (optional)	Est. People Reached (optional)	Regional Effort? (optional)
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Other 10 - 19 100 + Yes No

Select all applicable audiences targeted for this topic.

Contractors General Public Public Employees Residential School Groups
 Business Developers Industries Other:

Agricultural

b. Brief Public Education and Outreach program information for inclusion in the Annual Report. If your response exceeds the 250 character limit, attach supplemental information on the attachments page.

Program includes use of website, Facebook page, quarterly newsletter mailer and local radio station public service announcements. Signage and informational flyers are available at several locations through out the city in public buildings.

Missing Information

Do not close your work until you SAVE.

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7

Form 3400-224 (08/19)

Minimum Control Measures - Section 2 : Complete

2. Public Involvement and Participation

a. Complete the following information on Public Education and Outreach Activities related to storm water. Select the mechanism that best describes how the topic message was conveyed to your population. Use the Add Activity to add multiple mechanisms. For Quantity, choose the range for number Mechanisms chosen (i.e., number of workshops, events).

Topic: Storm Water Management Plan and/or updates			
Mechanism	Quantity (optional)	Est. People Reached (optional)	Regional Effort? (optional)
Government Event (Public Hearing, Council Meeting, etc)	1 - 9	20 - 49	<input type="radio"/> Yes <input type="radio"/> No

Select all applicable participants targeted for this topic.

- Contractors
 General Public
 Public Employees
 Residential
 School Groups
 Business
 Developers
 Industries
 Other:

Topic: Storm water related ordinance and/or updates			
Mechanism	Quantity (optional)	Est. People Reached (optional)	Regional Effort? (optional)
Government Event (Public Hearing, Council Meeting, etc)	1 - 9	20 - 49	<input type="radio"/> Yes <input type="radio"/> No

Select all applicable participants targeted for this topic.

- Contractors
 General Public
 Public Employees
 Residential
 School Groups
 Business
 Developers
 Industries
 Other:

Topic: MS4 Annual Report			
Mechanism	Quantity (optional)	Est. People Reached (optional)	Regional Effort? (optional)
Government Event (Public Hearing, Council Meeting, etc)	1 - 9	20 - 49	<input type="radio"/> Yes <input type="radio"/> No

Select all applicable participants targeted for this topic.

- Contractors
 General Public
 Public Employees
 Residential
 School Groups
 Business
 Developers
 Industries
 Other:

Topic: Volunteer Opportunities			
Mechanism	Quantity (optional)	Est. People Reached (optional)	Regional Effort? (optional)
Clean-up events	1 - 9	100 +	<input type="radio"/> Yes <input type="radio"/> No

Select all applicable participants targeted for this topic.

- Contractors
 General Public
 Public Employees
 Residential
 School Groups
 Business
 Developers
 Industries
 Other:

Topic: Other (describe) : <input type="text"/>			
Mechanism	Quantity (optional)	Est. People Reached (optional)	Regional Effort? (optional)
Select...	Select...	Select...	<input type="radio"/> Yes <input type="radio"/> No

Select all applicable participants targeted for this topic .

- Contractors
 General Public
 Public Employees
 Residential
 School Groups
 Business
 Developers
 Industries
 Other:

b. Brief Public Involvement and Participation program information for inclusion in the Annual Report.
 If your response exceeds the 250 character limit, attach supplemental information on the attachments page.

Hold a public hearing for the annual report, notify public of any changes to the plan and organize a few clean up events to allow volunteers to participate and suggest areas to hold the events. Involve the schools for community service hours.

Missing Information

Do not close your work until you **SAVE**.

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7

Form 3400-224 (09/19)

Minimum Control Measures - Section 3 : Complete

3. Illicit Discharge Detection and Elimination

- a. How many total outfalls does the municipality have? Unsure
- b. How many outfalls did the municipality evaluate as part of their routine ongoing field screening program? Unsure

c. From the municipality's routine screening, how many were confirmed illicit discharges? Unsure

d. How many illicit discharge complaints did the municipality receive? Unsure

e. From the complaint received, how many were confirmed illicit discharges? Unsure

f. How many of the identified illicit discharges did the municipality eliminate in the reporting year? Unsure

(If the sum of 3.c. and 3.e. does not equal 3.f., please explain below.)

g. How many of the following enforcement mechanisms did the municipality use to enforce its illicit discharge ordinance? Check all that apply and enter the number of each used in the reporting year. Unsure

Verbal Warning

Written Warning (including email)

Notice of Violation

Civil Penalty/ Citation

Additional Information: _____

h. Brief Illicit Discharge Detection and Elimination program information for inclusion in the Annual Report. If your response exceeds the 250 character limit, attach supplemental information on the attachments page.

Only able to evaluate a third of the outfalls due to high river levels that submerged outfalls for the better part of the year. A few outfalls were visible and were evaluated as part of the current program.

Missing Information

Do not close your work until you **SAVE**.

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7

Form 3400-224 (08/19)

Minimum Control Measures - Section 4 : Complete

4. Construction Site Pollutant Control

a. How many total construction sites were active at any point in the reporting year? Unsure

b. How many construction sites did the municipality issue permits for in the reporting year? Unsure

c. Do the above numbers include sites <1 acre? Yes No Unsure

d. How many erosion control inspections did the municipality complete in the reporting year? Unsure

e. What types of enforcement actions does the municipality have available to compel compliance with the regulatory mechanism? Check all that apply and enter the number of each used in the reporting year. Unsure

<input type="checkbox"/> No Authority	
<input checked="" type="checkbox"/> Verbal Warning	<input type="text" value="0"/>
<input checked="" type="checkbox"/> Written Warning (including email)	<input type="text" value="0"/>
<input checked="" type="checkbox"/> Notice of Violation	<input type="text" value="0"/>
<input checked="" type="checkbox"/> Civil Penalty/ Citation	<input type="text" value="0"/>
<input checked="" type="checkbox"/> Stop Work Order	<input type="text" value="0"/>
<input checked="" type="checkbox"/> Forfeiture of Deposit	<input type="text" value="0"/>
<input type="checkbox"/> Other - Describe below	<input type="text"/>

f. Brief Construction Site Pollutant Control program information for inclusion in the Annual Report . If your response exceeds the 250 character limit, attach supplemental information on the attachments page.

Every building permit issued has erosion control requirements and inspections. Sites over one acre in size must follow the City's Storm Water Management Plan in the Municipal Code.

Missing Information

Do not close your work until you **SAVE**.

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7

Form 3400-224 (08/19)

Minimum Control Measures - Section 5 : Complete

5. Post-Construction Storm Water Management

a. How many sites with new structural storm water management facilities* have received local approval ? Unsure

*Engineered and constructed systems that are designed to provide storm water quality control such as wet detention ponds, constructed wetlands, infiltration basins, grassed swales, permeable pavement, catch basin sumps, etc.

b. How many privately owned storm water management facilities were inspected in the reporting year ? Unsure

Inspections completed by private land owners should be included in the reported number.

c. What types of enforcement actions does the municipality have available to compel compliance with the regulatory mechanism? Unsure

Check all that apply and enter the number of each used in the reporting year.

<input type="checkbox"/> No Authority	
<input checked="" type="checkbox"/> Verbal Warning	<input type="text" value="0"/>
<input checked="" type="checkbox"/> Written Warning (including email)	<input type="text" value="0"/>
<input checked="" type="checkbox"/> Notice of Violation	<input type="text" value="0"/>

<input checked="" type="checkbox"/> Civil Penalty/ Citation	0
<input checked="" type="checkbox"/> Forfeiture of Deposit	0
<input checked="" type="checkbox"/> Complete Maintenance	0
<input checked="" type="checkbox"/> Bill Responsible Party	0
<input type="checkbox"/> Other - Describe below	

d. Brief Post-Construction Storm Water Management program information for inclusion in the Annual Report . If your response exceeds the 250 character limit, attach supplemental information on the attachments page.

Newly constructed storm water facilities are inspected at the time of completion and construction requirements are communicated by our engineering consultant Kapur and Associates.

Missing Information

Do not close your work until you **SAVE**.

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7

Form 3400-224 (08/19)

Minimum Control Measures - Section 6 : Complete

6. Pollution Prevention

Storm Water Management Facility Inspections (ponds, biofilters, etc.) Not Applicable

- a. Enter the total number of municipally owned or operated structural storm water management facilities ? Unsure
- b. How many new municipally owned storm water management facilities were installed in the reporting year ? Unsure
- c. How many municipally owned storm water management facilities were inspected in the reporting year? Unsure
- d. What elements are looked at during inspections (250 character limit)?

Pond depth, outfall integrity and clearance, vegetation growth

- e. How many of these facilities required maintenance? Unsure

Public Works Yards & Other Municipally Owned Properties (SWPPP Plan Review) Not Applicable

- f. How many inspections of municipal properties have been conducted in the reporting year? Unsure
- g. Have amendments to the SWPPPs been made? Yes No Unsure
- h. If yes, describe what changes have been made (200 character limit):

Collection Services - *Street Sweeping / Cleaning Program* Not Applicable

- i. Did the municipality conduct street sweeping/cleaning during the reporting year?
 Yes No Unsure
- j. If known, how many tons of material was removed? Unsure
- k. Does the municipality have a low hazard exemption for this material?
 Yes No
- l. If street cleaning is identified as a storm water best management practice in the pollutant loading analysis, was street cleaning completed at the assumed frequency?
 Yes
 No - Explain _____
 Not Applicable

Collection Services - *Catch Basin Sump Cleaning Program* Not Applicable

- m. Did the municipality conduct catch basin sump cleaning during the reporting year?
 Yes No Unsure
- n. How many catch basin sumps were cleaned in the reporting year? Unsure
- o. If known, how many tons of material was collected? Unsure
- p. Does the municipality have a low hazard exemption for this material?
 Yes No
- q. If catch basin sump cleaning is identified as a storm water best management practice in the pollutant loading analysis, was cleaning completed at the assumed frequency?
 Yes
 No - Explain _____
 Not Applicable

Collection Services - *Leaf Collection Program* Not Applicable

- r. Does the municipality conduct curbside leaf collection?
 Yes No Unsure
- s. Does the municipality notify homeowners about pickup?
 Yes No Unsure
- t. Where are the residents directed to store the leaves for collection?
 Pile on terrace Pile in street Bags on terrace Unsure
 Other - Describe _____
- u. What is the frequency of collection?
Daily during the season. _____
- v. Is collection followed by street sweeping/cleaning?
 Yes No Unsure

Winter Road Management Not Applicable

*Note: We are requesting information that goes beyond the reporting year, answer the best you can.

- w. How many lane-miles of roadway is the municipality

responsible for doing snow and ice control? Unsure

x. Provide amount of de-icing products used by month last winter season?

Solids (tons) (ex. sand, or salt-sand)

Product	Oct	Nov	Dec	Jan	Feb	Mar
Salt	0	58	29	145	233	20

Liquids (gallons) (ex. brine)

	Oct	Nov	Dec	Jan	Feb	Mar
None						

y. Was salt applying machinery calibrated in the reporting year? Yes No Unsure

z. Have municipal personnel attended salt reduction strategy training in the reporting year? Yes No Unsure

If yes, describe what training was provided (250 character limit):

When: How many attended:

Internal (Staff) Education & Communication

aa. Has training or education been held for municipal or other personnel involved in implementing each of the pollution prevention program elements? Yes No Unsure

If yes, describe what training was provided (250 character limit):

When: How many attended:

ab. Describe how the municipality has kept the following local officials and municipal staff aware of the municipal storm water discharge permit programs and its requirements.

Elected Officials

Municipal Officials

Appropriate Staff (such as operators, Department heads, and those that interact with public)

ac. Brief Pollution Prevention program information for inclusion in the Annual Report . If your response exceeds the 250 character limit, attach supplemental information on the attachments page.

Do not close your work until you **SAVE**.

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7

Form 3400-224 (08/19)

Minimum Control Measures - Section 7 : Complete

7. Storm Sewer System Map

a. Did the municipality update their storm sewer map this year? Yes No Unsure

If yes, check the areas the map items that got updated or changed:

Storm water treatment facilities

Storm pipes

Vegetated swales

Outfalls

Other - Describe below

b. Brief Storm Sewer System Map information for inclusion in the Annual Report. If your response exceeds the 250 character limit, attach supplemental information on the attachments page.

The GIS system was updated to reflect newly constructed infrastructure in 2018 and 2019.

Do not close your work until you SAVE.

Final Evaluation - Complete

Fiscal Analysis

Complete the fiscal analysis table provided below. For municipalities that do not break out funding into permit program elements, please enter the monetary amount to your best estimate of what funding may be going towards these programs.

Annual Expenditure Reporting Year	Budget Reporting Year	Budget Upcoming Year	Source of Funds
-----------------------------------	-----------------------	----------------------	-----------------

Element: Public Education and Outreach

300	500	400	<u>General revenue fund</u>
-----	-----	-----	-----------------------------

Element: Public Involvement and Participation

350	500	500	<u>General revenue fund</u>
-----	-----	-----	-----------------------------

Element: Illicit Discharge Detection and Elimination

5000	8000	8000	<u>General revenue fund</u>
------	------	------	-----------------------------

Element: Construction Site Pollutant Control

9800	10000	10000	<u>General revenue fund</u>
------	-------	-------	-----------------------------

Element: Post-Construction Storm Water Management

9200	10000	10000	<u>General revenue fund</u>
------	-------	-------	-----------------------------

Element: Pollution Prevention

3000	4000	4000	<u>General revenue fund</u>
------	------	------	-----------------------------

Element: Storm Water Quality Management

18000	20000	20000	<u>General revenue fund</u>
-------	-------	-------	-----------------------------

Element: Storm Sewer System Map

1200	1000	1000	<u>General revenue fund</u>
------	------	------	-----------------------------

Other (describe)

Select...

Please provide a justification for a "0" entered in the Fiscal Analysis

Water Quality

a: Were there any known water quality improvements in the receiving waters to which the municipality's storm sewer system directly discharges to?

Yes No Unsure If Yes, explain below:

b: Were there any known water quality degradation in the receiving waters to which the municipality's storm sewer system directly discharges to?

Yes No Unsure If Yes, explain below:

c: Have any of the receiving waters that the municipality discharges to been added to the impaired waters list during the reporting year?

Yes No Unsure

d: Has the municipality evaluated their storm water practices to reduce the pollutants of concern?

Yes No Unsure

Additional Information

Based on the municipality's storm water program evaluation, describe any proposed changes to the municipality's storm water program. If your response exceeds the 250 character limit, attach supplemental information on the attachments page.

Changes will be addressed during the update of our plan as required by March 30, 2021.

Do not close your work until you SAVE.

Requests for Assistance on Understanding Permit Programs

Would the municipality like the Department to contact them about providing more information on understanding any of the Municipal Separate Storm Sewer Permit programs?

Please select all that apply:

- Public Education and Outreach
- Public Involvement and Participation
- Illicit Discharge Detection and Elimination
- Construction Site Pollutant Control
- Post-Construction Storm Water Management
- Pollution Prevention
- Storm Water Quality Management
- Storm Sewer System Map
- Water Quality Concerns
- Compliance Schedule Items Due
- MS4 Program Evaluation

Do not close your work until you **SAVE**.

Required Attachments and Supplemental Information

Any other MS4 program information for inclusion in the Annual Report may be attached on here. Use the Add Additional Attachments to add multiple documents.

Upload Required Attachments (15 MB per file limit) - [Help reduce file size and trouble shoot file uploads](#)

***Required Item**

Note: To replace an existing file, use the 'Click here to attach file ' link or press the to delete an item.

Storm Sewer System Map

 File Attachment

[StormwaterSystemMap 36x48 01162019 Reduced.pdf](#)

Attach - Other Supporting Documents

(To remove items, use your cursor to hover over the attachment section. When the drop down arrow appears, select remove item)

Attach - Permit Compliance Documents

(To remove items, use your cursor to hover over the attachment section. When the drop down arrow appears, select remove item)

Missing Information

Draft and Share PDF Report with Municipality's Governing Body.

Press the button below to create a PDF. The PDF will be sent to the email address associated with the WAMS ID that is signed in. After the annual report has been approved by the governing body, you will have to come back to the MS4 eReporting system to submit the report to the DNR.

[Draft and Share PDF Report with Municipality's Governing Body](#)

Sign and Submit Your Application

Steps to Complete the signature process

1. Read and Accept the Terms and Conditions
2. Press the Submit and Send to the DNR button

NOTE: For security purposes all email correspondence will be sent to the address you used when registering your WAMS ID. This may be a different email than that provided in the application. For information on your WAMS account click [HERE](#).

Terms and Conditions

Certification: I hereby certify that I am an authorized representative of the municipality covered under Burlington City of MS4 Permit for which this annual report or other compliance document is being submitted, and that the information contained in this submittal and all attachments were gathered and prepared under my direction or supervision. Based on my inquiry of the person or persons under my direction or supervision involved in the preparation of this document, to the best of my knowledge, the information is true, accurate, and complete. I further certify that the municipality's governing body or delegated representatives have reviewed or been apprised of the contents of this annual report. I understand that Wisconsin law provides severe penalties for submitting false information.

Signee (must check current role prior to accepting terms and conditions)

- Authorized municipal contact using WAMS ID.
- Delegation of Signature Authority (Form 3400-220) for agent signing on the behalf of the authorized municipal contact.
- Agent seeking to share this item with authorized municipal contact (authorized municipal contact must get WAMS id and complete signature).

Name:

Title:

Authorized Signature.

- I accept the above terms and conditions.

After providing the final authorized signature, the system will send an email to the authorized party and any agents. This email will include a copy to the final read only version of this application.



COMMITTEE OF THE WHOLE**ITEM NUMBER 6A**

DATE: April 8, 2020**SUBJECT:** **RESOLUTION 5003(56)** - To amend the Fee Schedule for the City of Burlington regarding the Public Site Fee and the Park Facilities Impact Fee.**SUBMITTED BY:** Nicholas Faust, Intern

BACKGROUND/HISTORY:

At the February 19, 2020 Committee of the Whole meeting, staff presented a Park Facility Needs Analysis, recommending an increase to the Public Site Fee to \$680 and implementing a Park Facility Impact Fee in the amount of \$975. Under the City of Burlington Municipal Code §278-80, the City currently charges developers a public site fee that is charged per dwelling unit in lieu of park land dedication. Currently, this fee is charged at \$500 per housing unit and has been levied at that rate since 1982.

While the City currently does not do so, it may also charge an impact fee to account for new capital facility costs incurred to accommodate the needs of land development, costs such as developing a new park facility. Utilizing the population projections used in the Park Facilities Needs Analysis, the city is anticipated to add 567 residents or approximately 242 households by 2030. For the City to accommodate that projected growth at the target rate of service for parks and recreation amenities, as outlined in the City's Comprehensive Outdoor Recreation Plan, 5.95 acres of parkland will need to be purchased and developed. Utilizing cost projections, we can anticipate \$1,093,345 in park costs related to development should no land be dedicated.

Adjusting the City of Burlington's development fees concerning park facilities should reflect both the cost of parkland acquisition and park facility improvements. Given the current residential land values in Burlington, as determined by needs analysis, it is recommended the public site fee be adjusted to \$680 per residential unit. Utilizing the cost estimates for park development and the projected share of those costs tied to growth, as determined by the needs analysis that is attached, it is recommended a park facility impact fee be established at \$975 per unit.

BUDGET/FISCAL IMPACT:

Should the Common Council increase the public site fee of \$680 and implement a park facility impact fee of \$975, the Park Department could see an additional \$1,655 per unit.

RECOMMENDATION:

It is recommended by the Park Board and City Staff that the public site fee be increased to \$680 per dwelling unit and a park facility impact fee be established at \$975 per dwelling unit.

TIMING/IMPLEMENTATION:

This item is for discussion at the April 8, 2020 Committee of the Whole meeting, and due to timing is scheduled for final consideration at the Common Council meeting the same night.

AttachmentsResolution 5003(56)

RESOLUTION NO. 5003(56)
Introduced by: Committee of the Whole

**A RESOLUTION AMENDING THE FEE SCHEDULE FOR THE CITY OF BURLINGTON
REGARDING THE PUBLIC SITE FEE AND THE PARK FACILITIES IMPACT FEE**

WHEREAS the City of Burlington issues permits and licenses and performs other reviews, inspections and services as provided in its Municipal Code; and

WHEREAS the City defrays its costs of administration, investigation, and processing of said services by imposing fees; and

WHEREAS the City wishes to assemble all of said fees in a centralized document for convenience and economy of administration:

NOW, THEREFORE, BE IT RESOLVED by the City of Burlington Common Council, that, pursuant to all of the above, the City of Burlington Fee Schedule is amended to revised and include the following fees:

- Ch. 278-81 Public Site Fee - \$680 per dwelling unit
- Ch. 278-81.1 Park Facilities Impact Fee - \$975 per dwelling unit

BE IT FURTHER RESOLVED that the Fee Schedule shall be kept on file in the office of the City Clerk.

Introduced: March 17, 2020
Adopted:

Jeannie Hefty, Mayor

Attest:

Diahn Halbach, City Clerk



DATE: April 8, 2020

SUBJECT: **RESOLUTION 5004(57)** - To approve the Bid Award for Garbage and Recyclables Collection and Disposal to ASDA Enterprises, Inc.

SUBMITTED BY: Peter Riggs, Director of Public Works

BACKGROUND/HISTORY:

The City of Burlington solicited bids for garbage and recyclable's collection services. Bids were opened on February 28, 2020. ASDA Enterprises Inc. and John's Disposal Service Inc. were the only two bidders. Waste Management attended a pre-bid meeting but declined to bid citing logistical problems with the timeline and cart distribution. Advanced Disposal was contacted by phone to inform them of the bid, but we received no response.

The bid required pricing for services beginning May 1, 2020 through December 31, 2024 (56 months). Bidders had the opportunity to bid manual or automated collection for both garbage and recyclables. In addition, bidders could bid weekly or bi-weekly recyclables collection. These options were provided to allow for the most amount of participation in the bid. Weekly trash collection, bulk item collection, and city facility dumpster collection were mandatory.

The City's current level of service is weekly manual garbage collection, including bulky items, and bi-weekly automated recyclable's collection. The City has contracted with John's Disposal for these services since 2015. John's did not require a rate adjustment in 2018 but in 2019 John's required a \$2.07/unit/month (17.13%) rate increase. This increase exceeded the 2.65% increase allowed by our contract. John's was also interested in transitioning to automated garbage collection. Due to the rate increase, and the potential change in service level, staff determined that bidding the contract was appropriate. John's provided for four months of extension to allow for bidding. The following table shows the rate history for garbage and recyclables collection since 2015:

- 2020: \$14.95 (5.65% increase)
- 2019: \$14.15 (17.13% increase)
- 2018: \$12.08 (0.00% increase)
- 2017: \$12.08 (1.43% increase)
- 2016: \$11.91 (2.94% increase)
- 2015: \$11.57

BUDGET/FISCAL IMPACT:

Below is a summary of the bid results. A detailed bid tab along with the proposals from each firm are attached.

- Garbage Collection
 - Manual:
 - ASDA: **\$1,830,640.00**
 - John's: \$2,205,655.80
 - Automated
 - John's: \$2,137,339.04
- Recyclables Collection
 - Every Other Week:
 - ASDA (manual): \$915,320.00
 - John's (automated): \$1,054,030.21
 - Weekly:
 - ASDA (manual): **\$783,906.20**
 - John's (automated): \$1,307,778.22

The lowest cost submittal provided by ASDA was manual garbage and weekly, manual recyclables for a total cost of \$2,614,546.20 over the 56-month term, or about \$14.28/unit/month. ASDA did not bid the current level of service, manual garbage and automated bi-weekly recyclables. ASDA intentionally bid a lower amount for weekly recyclable's collection than bi-weekly collection.

The lowest cost submittal provided by John's was automated garbage and bi-weekly automated recyclables for a total cost of \$3,191,369.25 over the 56-month term, or about \$17.43/unit/month. John's bid for the current level of service, manual garbage and automated bi-weekly recyclables was \$3,259,686.01 over the 56-month term, or about \$17.80/unit/month.

The ASDA proposal will provide service for the remainder of 2020 and all of 2021 for \$14.25/unit/month. The rate increases to \$14.30/unit/month for 2022, 2023, and 2024. The 2020 budget for garbage and recyclables collection is \$598,285. The ASDA proposal is an approximate 0.7% increase in the 2019 rate and would result in under expending the 2020 budget by approximately \$23,000. In addition, the 2021 budget would be approximately \$30,000 (5%) less than the 2020 budget. In 2024, the last year of the contract, the ASDA proposal will cost \$560,960.40.

Conversely, the John's proposal will result in an increase for the remainder of 2020 to \$16.35/unit/month. This will result in an approximately \$32,000 over expenditure of the 2020 budget. The 2021 budget would increase \$62,000 (10.47%) over the 2020 budget. Each remaining year of the contract would then see a 3% increase. In 2024, the last year of the contract, the John's proposal will cost \$721,876.36.

RECOMMENDATION:

ASDA and John's share many similarities. They are both local, small, family owned companies. They have both successfully provided services in the region for several years. They both have favorable reputations in the industry and are well regarded for their responsive customer service. Staff has no concerns with either firm's ability to successfully provide quality service.

Staff recommends approval of the garbage and recyclables collection and disposal contract to ASDA. This recommendation is based primarily on cost as ASDA's proposal is the low cost option by a significant margin. Over the 56-month term, ASDA's proposal for manual garbage and weekly, manual recyclable's collection is \$576,823.05 less than the lowest cost proposal submitted by John's. The ASDA proposal provides a different service than what is currently offered, but it is not a reduction in the level of service. ASDA's manual recyclable's collection requires residents to use two (2) 18 gallon totes instead of the 90 gallon cart provided by John's. For some customers this change will be a reduction in the level of service. However, this is offset by a level of service improvement provided by the change to weekly collection.

TIMING/IMPLEMENTATION:

This item is for discussion at the April 8, 2020 Committee of the Whole meeting, and due to timing is scheduled for final consideration at the Common Council meeting the same night.

Attachments

Resolution 5004(57)
ASDA contract 2020-2024
Garbage and Recyclables Collection Bid Tab
ASDA Bid
Johns Bid
Waste Management Letter

A RESOLUTION APPROVING A CONTRACT WITH ASDA ENTERPRISES, INC. FOR SOLID WASTE AND RECYCLABLES COLLECTION AND DISPOSAL SERVICES FOR 2020-2024

WHEREAS, The City of Burlington has a need for sold waste and recycling collection services; and,

WHEREAS, a Request for Proposal (RFP) was distributed for solid waste and recycling collection services with two bids received and opened on February 28, 2020; and,

WHEREAS, the lowest cost, most responsive bid was submitted by ASDA Enterprises, INC.; and,

WHEREAS, ASDA Enterprises, INC. provides solid waste and recyclables collection and disposal services for municipalities; and,

WHEREAS, The City of Burlington believes that it is in the City's best interest to contact with ASDA Enterprises, INC. for solid waste and recyclables collection and disposal services for a term of 56 months commencing on May 1, 2020.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Burlington that The City of Burlington shall enter into an agreement with ASDA Enterprises, INC. for solid waste and recycling collection for a period of 56 months beginning on May 1, 2020, attached hereto as Attachment "A".

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

Introduced: March 17, 2020
Adopted:

Jeannie Hefty, Mayor

Attest:

Diahnn Halbach

AGREEMENT

Curbside Collection of Solid Waste and Recyclables

This agreement (“Agreement”) is made and entered into this ____ day of _____, 2020, by and between:

- a) ASDA ENTERPRISES, INC., being a Wisconsin corporation with offices located at 6320 McHenry Street, Burlington, Wisconsin 53105 (hereinafter referred to as “Contractor”); and
- b) The CITY OF BURLINGTON, WISCONSIN, being a municipal corporation organized under the laws of the State of Wisconsin, with its City Hall located at 300 North Pine Street, Burlington, Wisconsin 53105 (hereinafter referred to as the “City”).

Introduction

Contractor is in the business of collecting and then lawfully disposing of solid waste and recyclable materials that are placed at the curbside, as a part of a municipal collection program, by the residents of municipalities who contract with Contractor for such collection services.

The City wishes to contract with Contractor to have Contractor provide such collection services to the residents of the City, all under the terms and provisions of this Agreement. Contractor is willing to provide such collection services to the City, and the parties are entering into this Agreement for such purposes.

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

1. Introduction is Correct. The above “Introduction” is correct, and is hereby incorporated herein by reference.

2. Collection Services. The Contractor shall provide the following collection services (collectively, the “Collection Services”) to the residents of the City during the term of this Agreement:

- a) On a weekly basis, pursuant to a schedule to be agreed upon by the Contractor and the City, (i) collect solid waste, refuse, and garbage that is not recyclable (collectively, “Non-Recyclable Trash”) that is placed by the residents at the curbside of their properties in the manner required under this Agreement, and (ii) collect bulk items (“Bulk Items”, as described below in Paragraph No. 10 of this Agreement) that are placed by the residents at the curbside of their properties in the manner required under this Agreement.
- b) On a weekly basis, pursuant to a schedule to be agreed upon by the Contractor and the City, collect recyclable materials (“Recyclables”) that are placed by the residents at the curbside of their properties in the manner required under this Agreement. The collection of the Recyclables shall be done on a “single-stream” basis, such that all types of Recyclables may be commingled in one or more recycling containers, with no sorting of the types of Recyclables being necessary.
- c) Contractor shall provide these Collection Services to each separate residential unit (“Unit”) contained in a single-family dwelling, a duplex, apartment buildings of four

(4) Units or less, and all Units of a condominium.

3. Special Services to City Properties. As a part of this Agreement, and at no cost to the City, Contractor shall provide Collection Services, whenever needed, and as needed, no matter how often the need may be, for (i) all buildings owned (presently and in the future) by the City, and (ii) all trash containers owned by the City and located, whether presently or in the future, in City parks, City business districts, and any other locations at which such City-owned trash containers are located in the City.

4. Collection Schedule. With respect to the Collection Services described in above Paragraph No. 2, the collection shall be done in accordance with a specific collection schedule, established and maintained by the Contractor and approved by the City. The schedule shall designate collection areas, days of collection, and approximate time of collection. Unless the Contractor gives the City or affected residents at least thirty (30) days advance notice, all regular collections, for any designated area, shall occur on the same day each week. The Contractor shall collect Recyclables in each designated collection area on the same day Non-Recyclable Trash is collected in that area. The Contractor shall lay out collection routes and provide adequate equipment and labor so as to complete scheduled collections on the designated collection day. When a designated collection is scheduled for pick-up on a holiday (which is hereby defined as New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas), collection for that area shall be made on the next business day following the said holiday.

5. Collection Hours and Curb Location. Non-Recyclable Trash and Recyclables shall be collected between the hours of 7:00 a.m. and 5:00 p.m. There shall be no collection between 5:01 p.m. and 6:59 a.m. the next day. The Contractor shall not be required to collect any Non- Recyclable Trash or Recyclables which are not placed at curb locations or other designated areas adjacent to the

street, alley, or roadway by 7:00 a.m. on the scheduled collection day. Notwithstanding the foregoing provisions, however, if the City notifies the Contractor in writing that a particular resident of the City has a disability (such that the resident does not have the ability to place the Non-Recyclable Trash or Recyclables at the above required locations), then Contractor shall provide doorway service to that resident at no additional cost.

6. Items of Allowed Non-Recyclable Trash. The items of Non-Recyclable Trash that Contractor shall collect as a part of its Collection Services shall be general household trash and refuse. This shall include, but not be limited to, food wastes, paper, rags, sweepings, pottery ware, metallic ware, glassware, and similar discarded residential wastes. Items that will not be collected as Non-Recyclable Trash shall include, but not be limited to: yard waste; earth; rocks; concrete; loose construction and/or demolition materials; trees, bushes, grass, or other vegetation; electronics; and hazardous or flammable or explosive or dangerous or toxic, or infectious materials, including any items recognized as special waste by the State of Wisconsin. (But see below Paragraph No. 10 pertaining to the collection of Bulk Items, which does provide for the collection of some of the otherwise prohibited items described above.)

7. Items of Allowed Recyclables. The items of Recyclables that the Contractor shall collect as a part of its Collection Services shall be all items allowed and/or required under the laws of the State of Wisconsin to be recycled. This shall include, but not be limited to, glass containers; plastic HDE #1, PETE #2, PVC #3, LDPE #4, PP #5, PS #6, and Other #7; tin and aluminum containers; cardboard; mixed paper; computer paper; and newsprint. If the provisions of the laws of the State of Wisconsin in the future require other materials to be recycled, the Contractor shall then include the same as a part of its Collection Services at no additional charge.

8. Use of Carts. Except as provided in Paragraph No. 10 of this Agreement (related to the

collection of Bulk Items), all of the Recyclables that will be collected by the Contractor must be placed by the residents in a Green Cart that will be provided by the Contractor at no cost to the residents. One (1) Green Cart shall be provided by the Contractor, at no cost, to each Unit described in Paragraph No. 2(d) of this Agreement. The Contractor shall deliver the Green Carts to new Units after the City notifies Contractor of the same. The Green Cart (the "Cart") shall each have a volume capacity of Ninety-six (96) Gallons, unless a resident requests a smaller Forty-eight (48) Gallon Cart as their initial cart for the Collection Services. Additional Carts may be obtained by the residents from the Contractor at an extra cost (collected by the Contractor directly from the resident) of Forty Dollars (\$40.00) per year for an extra Green Cart. This cost for an extra Cart shall be prorated for a partial year. A resident may select a smaller Forty-eight (48) Gallon Cart and/or a larger 96-gallon Cart, at no extra cost, and the Contractor shall be responsible for providing the requested new-size Cart and removing the existing Cart. A resident may make a change in the size of the Cart one (1) time each calendar year at no cost. The resident shall pay to the Contractor the above-described \$40.00, however, for a change of the size of a Cart in excess of once per calendar year.

9. Maintenance of the Carts. All Carts are the property of the Contractor and will be maintained by the Contractor. The residents are responsible for keeping the Carts clean. The residents are also responsible for damage, other than normal wear, such as melting from hot ashes, cuts from a saw, or other avoidable damage. In the event a resident is responsible for a damaged Cart(s), the replacement cost of \$40.00 shall be collected by the Contractor directly from the resident. The Contractor shall be responsible for normal wear to the Cart, wheels, or lid, and will repair or replace the Cart in a timely manner after the resident informs the Contractor of the problem. The Contractor shall be responsible for any damage to the Carts caused from snow plows or passing vehicles, vandalism, or any other cause not attributable to the resident.

10. Collection of Bulk Items. The Contractor shall, each week and as a contemporaneous part of the collection schedule described in Paragraph No. 4 of this Agreement for the collection of Non-Recyclable Trash, collect from the residents the bulk items (“Bulk Items”) described below. There will be no need for the residents to call the Contractor for this weekly collection of Bulk Items. The Bulk Items that will be collected by the Contractor are:

- a) Furniture, bedding, mattresses, and carpeting.
- b) Appliances (including microwaves and items containing CFCs such as refrigerators).
- c) Automotive tires, truck tires, and tractor tires, provided that tires over 42” in diameter are quartered (2 per week, 8 per year).
- d) Earth, rocks, concrete, loose construction and demolition materials are included with the Bulk Items collection if contained in thirty-two (32) gallon cans (or less) that weigh less than sixty (60) pounds (no limit on the number of cans).
- e) Extra Non-Recyclable Trash and/or Recyclables in garbage cans, bins, or bags.

11. Disposal of Items Collected. The Contractor shall dispose of all items collected under this Agreement in full compliance with all applicable laws, codes, rules, and regulations. Throughout the term of this Agreement, the Contractor shall own, co-own, rent, lease, control, or otherwise have access, at its cost, to a properly-licensed and permitted landfill of sufficient capacity for the disposal of all collected Non-Recyclable Trash and Bulk Items. Upon the request of the City, the Contractor shall provide proof that such facilities comply with all laws and regulations. This shall not preclude the Contractor from changing the disposal location to a reasonable alternate site, but the Contractor shall notify the City in advance of any changes. Upon request of the City, the Contractor shall furnish evidence of arrangements assuring availability of adequate landfill capacity for disposal of the Non-

Recyclable Trash and Bulk Items collected under this Agreement. Additionally, throughout the term of this Agreement, the Contractor shall own, co-own, rent, lease, or otherwise control, or have access, at its cost, to a suitable storage/processing facility for the purpose of sorting and preparing and ultimately recycling all of the collected Recyclables at either a processor(s) or broker(s) experienced in processing, recycling, and marketing Recyclables or to a recycling market itself. The Contractor shall be responsible for all collection and transportation costs necessary to bring the Recyclables to the storage/processing/recycling facility. The Contractor shall be responsible for payment of all necessary processing/recycling costs for Recyclables.

12. Contractor's Employees. The Contractor shall employ such persons as may be necessary to satisfactorily comply with the provisions of this Agreement. All such persons shall be the employees of Contractor (and/or any permitted subcontractor), and not employees of the City. The Contractor shall comply with all of the applicable laws, rules, and regulations regarding the employment of such persons.

13. Conduct of Contractor's Employees. The Contractor shall perform all Collection Services in a neat, orderly, and efficient manner; use care and diligence in the performance of this Agreement; provide neat, orderly, and courteous personnel on its collection crews; and provide courteous and knowledgeable personnel in its customer service function. The Contractor shall conduct itself both in relations with the City and City residents in a personable, professional manner. All employees of the Contractor shall be dressed in a neat, professional-like manner and shall carry official company identification. All drivers shall carry a valid Wisconsin state driver's license for the class of vehicle operated. The Contractor shall ensure that no Non- Recyclable Trash and/or Recyclables are spilled during the collection process, and that any such spillage (if and when it occurs) shall be immediately picked up and collected. After the containers are emptied, they shall

not be left on the streets, alleys, or roads in a manner or at a location such that they obstruct vehicular traffic in the public right of way.

14. Vehicles and Equipment. All of the vehicles and equipment used by the Contractor for its Collection Services shall (i) be in a clean, sanitary, safe, and good working order, (ii) be maintained and operated in a manner to minimize, as much as possible, any noise during the collection process (e.g. equipped with good exhaust mufflers and good brakes), (iii) not leak vehicle fluids, and (iv) display the name of the Contractor, the Contractor's telephone number, and an identification number on the vehicle, that is clearly visible, on both sides of the vehicle. The Contractor's vehicles and equipment shall not remain parked on City streets when not in use. All vehicles shall be operated in a way that no collected items fall off of or blow off the vehicle and/or leak any fluids. Should any collected items fall off of or blow off a vehicle, such items shall be immediately retrieved and collected.

15. Fees Due the Contractor. The City shall pay the following fees to the Contractor for the Collection Services and other duties performed by the Contractor under this Agreement:

1) Calendar Year 2020 and 2021:

- a) Non-recyclable trash/bulky items per unit per month: \$10.00
- b) Recycling collection per unit per month: \$4.25
- c) Monthly total per unit: \$14.25

2) Calendar Year 2022 and 2024:

- a) Non-recyclable trash/bulky items per unit per month: \$10.00
- b) Recycling collection per unit per month: \$4.30
- c) Monthly total per unit: \$14.30

The above fees due the Contractor shall be paid by the City to the Contractor within Thirty (30) Days after the end of each month for such month during the term of this Agreement. For each such month that fees are payable by the City to the Contractor, the Contractor shall submit a written invoice, having a form and categories of content satisfactory to the City, that itemizes (i) the fees attributable to the collection of Non-Recyclable Trash, (ii) the fees attributable to the collection of Recyclables, (iii) the total number of Units in each category receiving Collection services that month, and (iv) the tonnage collected in each category, based on weigh scale tickets (for full loads or estimated slips for partial loads). The Collection Services provided to the City under the provisions of above Paragraph No. 3 shall also be similarly and separately itemized in the invoice (except for separate tonnage amounts), but no fees shall be due the Contractor for the same (per the provisions of Paragraph No. 3). Additionally, upon the request of the City, Contractor shall prepare and deliver to the City such other written information and records regarding the Collection Services provided by Contractor under this Agreement. This shall include, but not be limited to, any such information needed by the City to comply with reports required of the City by other governmental bodies regarding the said Collection Services.

16. Number of Units. The specific number of Units receiving Collection Services from the Contractor, and for which fees would then be payable by the City to the Contractor, shall be determined by the City for each calendar year during the term of this Agreement. Such determination shall be made by the City for each calendar year during the term of this Agreement, on or before the date of December 1 that precedes the calendar year in question. The number of Units so determined by the City for a calendar year shall remain constant throughout the entire calendar year for the purpose of calculating the fees due the Contractor for that year, notwithstanding any additions and/or deletions of Units receiving Collection Services during that calendar year. As described in above

Paragraph No. 8, the Contractor shall immediately provide Collection Services to any new Units after the City notifies the Contractor of the same during the course of a calendar year, at no additional cost to the City during that calendar year. Any such new/added Units, however, shall be added to the City's calculation of the total number of Units to receive Collection Services (and for which Contractor is then entitled to a fee) for the next calendar year during the term of this Agreement, provided the said new/added Units then still need Collection Services. It is the express intent of the parties that, for each calendar year during the term of this Agreement, the monthly fees paid by the City to the Contractor shall be a constant amount, notwithstanding any fluctuations in the actual numbers of Units receiving Collection Services from the Contractor during that calendar year.

17. Required Changes in Collection. In the event that during the term of this Agreement there is any change in the applicable laws, rules, codes, or regulations that mandates the collection of Non-Recyclable Trash, Bulk Items, and/or Recyclables in a manner significantly different from the manner in which the Contractor is then-presently providing its Collection Services under this Agreement, then the City and the Contractor shall, by mutual written agreement, amend this Agreement to adjust the compensation due the Contractor under this Agreement in a fair and equitable manner. Any such adjustment, however, shall be limited to the additional expenses required to be incurred by the Contractor under the new change(s) to the said laws, rules, codes, or regulations.

18. Ownership of the Recyclables. The Recyclables shall be deemed owned by, and the personal property of, the Contractor, at the time the Recycling items are placed into the vehicle used by the Contractor to collect the same. All monies thereafter received by the Contractor as a result of the recycling (or other lawful disposition) of the Recyclables shall solely be the funds of the Contractor, for the Contractor's own use.

19. Disposal Costs. Any and all costs, expenses, fees, taxes, or similar charges imposed by (i) any applicable governmental body, or (ii) any third party having the lawful right to impose and exact the same (such as, but not limited to, the owner of a landfill site), shall be timely and fully paid by the Contractor as a part of its duties and obligations under this Agreement. Additionally, the fees paid by the City to the Contractor under this Agreement shall be deemed to be compensation for any of the foregoing costs, expenses, fees, taxes, or similar charges that would otherwise be payable by the City (whether by law or otherwise), and the Contractor shall accordingly timely and fully pay the same on behalf of the City. The foregoing costs, expenses, fees, taxes, and similar charges shall expressly include, but not be limited to, (i) all financial obligations incurred by Contractor in the lawful disposal of the Non-Recyclable Trash and Bulk Items, such as “dumping fees” or “tipping fees”, and (ii) all financial obligations incurred by the Contractor in the transportation, storage, processing, and/or recycling of the Recyclables.

20. Insurance. During the term of this Agreement, the Contractor shall, at its own cost and expense, procure and maintain the following policies of insurance, issued by an insurer licensed by the State of Wisconsin for such purposes:

- a) Commercial general liability insurance (with the City named as additional insured), with a limit of liability of not less than Two Million Dollars (\$2,000,000.00) for each accident, providing coverage for personal injury, bodily injury (including death), and damage to property.
- b) Vehicular/automobile liability insurance (with the City named as an additional insured), with a limit of liability of not less than One Million Dollars (\$1,000,000.00) for each accident.
- c) An umbrella policy of insurance (with the City named as an additional insured), in

an amount of not less than Five Million Dollars (\$5,000,000.00).

- d) A worker's compensation policy of insurance, having limits and provisions required by the State of Wisconsin for compliance with its Worker's Compensation laws.
- e) Employer's liability insurance, with a limit of liability of not less than One Million Dollars (\$1,000,000.00) per accident.

All of the policies of insurance described above shall be in a form, and have terms and provisions, satisfactory to the City. On or before April 24, 2020, the Contractor shall provide to the City a copy of all of the said insurance policies for review by the City. Additionally, each policy of insurance shall provide that in the event of a cancellation of any such policy for any reason whatsoever, the City shall be notified in writing by the insurer by mail at least Thirty (30) Days prior to any such cancellation.

21. Indemnification/Hold Harmless Agreement. Contractor hereby expressly agrees to indemnify and hold the City and its agents, consultants, officials, officers, and employees harmless from and against all claims, judgments, damages, penalties, fines, costs, or loss (including actual reasonable fees for attorneys and consultants) and liability of every kind and nature, for any injury (including death) or damage received or sustained by any person or entity in connection with, or on account of, the performance (or failure of performance) by Contractor, of the duties and obligations imposed upon Contractor under this Agreement, except to the extent as such claims or liability arise by virtue of the negligent and/or intentional conduct on the part of the City or any of its agents, consultants, officials, officers, or employees.

22. Performance Bond. On or before the date of April 24, 2020, the Contractor shall, at its own cost and expense, file with the City a Performance Bond (the "Bond") in an amount of Five Hundred, Sixty Thousand, Nine Hundred and Sixty Dollars (\$560,960.00) and having an effective

date commencing on May 1, 2020, and an expiration date of December 31, 2020. Thereafter, the Contractor shall obtain and keep in force (i) a renewal Bond effective January 1, 2021, through December 31, 2021, (ii) another renewal Bond effective January 1, 2022, through December 31, 2022, (iii) another renewal Bond effective January 1, 2023, through December 31, 2023. The final Bond for calendar year 2024 shall expire on December 31, 2024, unless a legal action is then pending between the City and the Contractor and/or Bond company. The Bond shall be issued by a commercial Wisconsin-licensed bond company, shall have terms and provisions satisfactory to the City, and shall guarantee the full, complete, and proper performance by Contractor of the duties and obligations imposed upon Contractor under this Agreement (including, but not limited to, the Indemnification obligations contained in above Paragraph No. 21).

23. Failure of Performance. In the event a party to this Agreement fails to perform any of its duties or obligations imposed under this Agreement, the other party may give to the non-performing party a written notice of such failure of performance. The non-performing party shall then have a period of Ten (10) calendar days to cure any failure of performance with respect to the payment of money, and a period of Thirty (30) calendar days to cure any failure of performance other than the payment of money. The said 30-day time frame to cure the failure of performance (for other than the payment of money) shall be extended as reasonably necessary if the remedial action required to cure the failure of performance reasonably requires additional time to remedy the failure, and (ii) the non-performing party commences the required remedial action within the said 30-day time period and then thereafter continues to diligently proceed, in good faith, with the required remedial action until the failure of performance is cured. If the non-performing party fails to comply with the steps described above, however, the nonperforming party shall then be in default and in breach of this Agreement, and the other party shall then have available to it all of its rights and

remedies available under the law, and additionally, the right to terminate this Agreement under the provisions of below Paragraph No. 25.

24. Term. The term of this Agreement shall be for Fifty-Six (56) Months, commencing at 12:01 a.m. on the date of May 1, 2020, and terminating at 11:59 p.m. on the date of December 31, 2024.

25. Termination of Agreement. This Agreement may be terminated in the following manner:

- a) By the mutual written agreement of the parties; and/or
- b) When and if a party becomes in default under this Agreement under the provisions of above Paragraph No. 23, the other non-defaulting party may give a written notice to the defaulting party of the termination of this Agreement, with the effective date of termination stated in the written notice; and/or
- c) When and if the Common Council of the City of Burlington adopts, in its sole and absolute discretion, a resolution declaring that an emergency situation exists with respect to the collection of Non-Recyclable Trash and/or Bulk Items and/or Recyclables in the City of Burlington, then the City may terminate this Agreement by giving a written notice of such termination to the Contractor, with the effective date of termination stated in the written notice.

26. Governing Law and Venue. This Agreement shall be governed, controlled, construed, and interpreted by and under the laws of the State of Wisconsin. The venue for any legal action pertaining to and/or arising under this Agreement shall solely and exclusively be Racine County Circuit Court in Racine County, Wisconsin.

27. Attorney Fees. In the event of a legal action arising under and/or pertaining to this

Agreement, the prevailing party shall, in addition to any other relief or remedy granted by the Court, be awarded its actual reasonable attorney fees incurred in the action.

28. Entire Agreement. All bid requests, bid proposals, negotiations, promises, discussions, understandings, and agreements heretofore made or had between the parties are merged in this Agreement, and this Agreement alone fully and completely expresses the final agreement of the parties.

29. Amendments. This Agreement shall not be modified or amended except in a written document signed by the City and Contractor, and then approved by the City of Burlington Common Council.

30. Notices. All notices or other communications required or permitted under this Agreement shall be in writing and delivered (i) personally, or (ii) by certified mail, return receipt requested, postage prepaid, or (iii) by a commercial overnight courier (such as Federal Express), or (iv) by facsimile or electronic mail transmission with a copy to follow by certified mail, return receipt requested, postage prepaid or by overnight courier, addressed as follows:

If to Contractor:

ASDA Enterprises, Inc.
6320 McHenry Street
Burlington, Wisconsin 53105
Attention: Andrew Naber, President
Telephone: (262)539-2086
E-mail: Andy@asdarefuse.com

If to the City:

City of Burlington
300 North Pine Street
Burlington, Wisconsin 53105
Telephone: (262)342-1161
Facsimile: (262)763-3474
E-mail: cwalters@burlington-wi.gov

All notices given in accordance with the terms hereof shall be deemed received (i) on the next business day if sent by a commercial overnight courier, (ii) on the same day if sent by facsimile or electronic mail before 3:00 p.m. (Central Standard Time) on a business day (Monday-Friday) (provided the supplemental notice described above is sent as soon as reasonably possible thereafter), (iii) on the date of actual receipt when sent by the United States Mail by certified mail with postage prepaid and return receipt requested, or (iv) on the date of service when delivered personally. Either party hereto may change the address for receiving notices or other communications by notice sent in accordance with the terms of this Agreement. Holidays recognized and observed by the federal government shall not be deemed a “business day” for the purpose of giving or receiving notice.

31. Assignments. The rights, duties, and obligations of each party to this Agreement may not be assigned or transferred to any third party without the prior written consent of the other party, which consent the other said party may grant or deny in its sole discretion. In the event of such a permitted assignment or transfer, however, the assignee party shall first execute and deliver to the City a written agreement obligating the assignee party to fully and timely perform all of the duties and obligations imposed upon the Contractor under this Agreement, and Contractor shall continue to be liable under this Agreement for the full and timely performance of its duties and obligations under this Agreement, whether performed by Contractor or the assignee party.

32. Special Provisions.

- a) Pickup Refusal. Contractor shall keep a written record of the address(es) where the Collection Service is refused by the Contractor to the resident, and give a written notice of the same to the resident and the City the same day as the refusal.
- The notice shall have a form and content satisfactory to the City, and shall, among other information, include the date and time of the refusal, the name and address

of the resident making the refusal, and any known explanation for the refusal. b)

Contractor's Office. Contractor shall, during the term of this Agreement:

- (1) Maintain an office where Contractor may be contacted directly by the City personnel and/or members of the public; and
- (2) Have a local telephone number that may be used for the same purpose described in above Subsection (1); and
- (3) Have the office equipped with sufficient staff and sufficient telephones, such that a responsible employee of Contractor may be contacted in person or by telephone by the City personnel or the public during the collection hours of 7:00 a.m. to 5:00 p.m., Monday through Friday, except during a holiday.
- (4) Contractor's employee/representative shall be available, as described above, to receive and respond to, in a polite and professional manner, any inquiries or complaints regarding the Collection Services provided by Contractor under this Agreement. The City will publish the telephone number and address of the office used by Contractor for these purposes.
- (5) In the event Contractor wishes to publish or distribute ads, leaflets, brochures, pamphlets, or other information or materials to the residents of the City regarding the Collection Services being provided by Contractor, Contractor shall first get the written approval of the City for the same.
- (6) Contractor shall provide to the City a separate telephone number that will enable City staff to contact a responsible employee/representative of Contractor 24-hours a day, throughout every day (including holidays) during the term of this Agreement. The City shall not give out this telephone number

to the general public.

- c) Possible Truck Rental. The City may wish to rent from Contractor up to two (2) refuse-collection trucks, during the months of September, October, and November in one or more calendar years during the term of this Agreement, to be used for leaf collection. If so desired by the City, the parties shall negotiate such a rental arrangement, and if there is a mutual agreement regarding the same, the rental arrangement shall be memorialized and finalized through a separate written agreement.

IN WITNESS WHEREOF, this Agreement has been executed effective as of the date and year first written above.

CITY:
City of Burlington, Wisconsin

CONTRACTOR:
ASDA Enterprises, Inc.

By:
Jeannie Hefty
Mayor

By:
Andrew Naber
President

Attest:
Diahn Halbach
City Clerk

City of Burlington
Garbage and Recyclable Collection and Disposal
Bid Opening
Burlington Public Works - 2/28/20 10 AM

	Bidder 1	Bidder 2	Bidder 3	Bidder 4	Bidder 5
Bidder Name	ASDA	Johns			
Bidder Qualification Statement	Yes	Yes			
Bid Bond	Yes	Yes			
Performance Bond					

Bid Form A

A	\$ 1,830,640.00	\$ 2,205,655.81			
A1	No Bid	\$ 2,137,339.04			

Bid Form B

B	No Bid	\$ 1,054,030.21			
B1	No Bid	\$ 1,307,778.22			
B2	\$ 915,320.00	No Bid			
B3	\$ 783,906.20	No Bid			

Item	Year	ASDA			John's			
		Rate	Units	Total*	Rate	Units	Total*	Submittal
A	2020	\$ 10.00	3269	\$ 261,520.00	\$ 11.30	3269	\$ 295,517.60	\$ 295,517.60
A	2021	\$ 10.00	3269	\$ 392,280.00	\$ 11.64	3269	\$ 456,613.92	\$ 456,574.69
A	2022	\$ 10.00	3269	\$ 392,280.00	\$ 11.99	3269	\$ 470,343.72	\$ 470,271.93
A	2023	\$ 10.00	3269	\$ 392,280.00	\$ 12.35	3269	\$ 484,465.80	\$ 484,380.09
A	2024	\$ 10.00	3269	\$ 392,280.00	\$ 12.72	3269	\$ 498,980.16	\$ 498,911.49
A TOTAL				\$ 1,830,640.00			\$ 2,205,921.20	\$ 2,205,655.80
A1	2020	\$ -	3269	\$ -	\$ 10.95	3269	\$ 286,364.40	\$ 286,364.40
A1	2021	\$ -	3269	\$ -	\$ 11.28	3269	\$ 442,491.84	\$ 442,433.00
A1	2022	\$ -	3269	\$ -	\$ 11.62	3269	\$ 455,829.36	\$ 455,705.99
A1	2023	\$ -	3269	\$ -	\$ 11.97	3269	\$ 469,559.16	\$ 469,377.17
A1	2024	\$ -	3269	\$ -	\$ 12.32	3269	\$ 483,288.96	\$ 483,458.48
A1 TOTAL				\$ -			\$ 2,137,533.72	\$ 2,137,339.04
B	2020	\$ -	3269	\$ -	\$ 5.40	3269	\$ 141,220.80	\$ 141,220.80
B	2021	\$ -	3269	\$ -	\$ 5.56	3269	\$ 218,107.68	\$ 218,186.14
B	2022	\$ -	3269	\$ -	\$ 5.73	3269	\$ 224,776.44	\$ 224,731.72
B	2023	\$ -	3269	\$ -	\$ 5.90	3269	\$ 231,445.20	\$ 231,473.67
B	2024	\$ -	3269	\$ -	\$ 6.08	3269	\$ 238,506.24	\$ 238,417.88
B TOTAL				\$ -			\$ 1,054,056.36	\$ 1,054,030.21
B1	2020	\$ -	3269	\$ -	\$ 6.70	3269	\$ 175,218.40	\$ 175,218.40
B1	2021	\$ -	3269	\$ -	\$ 6.90	3269	\$ 270,673.20	\$ 270,712.43
B1	2022	\$ -	3269	\$ -	\$ 7.11	3269	\$ 278,911.08	\$ 278,833.80
B1	2023	\$ -	3269	\$ -	\$ 7.32	3269	\$ 287,148.96	\$ 287,198.81
B1	2024	\$ -	3269	\$ -	\$ 7.54	3269	\$ 295,779.12	\$ 295,814.78
B1 TOTAL				\$ -			\$ 1,307,730.76	\$ 1,307,778.22
B2	2020	\$ 5.00	3269	\$ 130,760.00	\$ -	3269	\$ -	
B2	2021	\$ 5.00	3269	\$ 196,140.00	\$ -	3269	\$ -	
B2	2022	\$ 5.00	3269	\$ 196,140.00	\$ -	3269	\$ -	
B2	2023	\$ 5.00	3269	\$ 196,140.00	\$ -	3269	\$ -	
B2	2024	\$ 5.00	3269	\$ 196,140.00	\$ -	3269	\$ -	
B2 TOTAL				\$ 915,320.00			\$ -	
B3	2020	\$ 4.25	3269	\$ 111,146.00	\$ -	3269	\$ -	
B3	2021	\$ 4.25	3269	\$ 166,719.00	\$ -	3269	\$ -	
B3	2022	\$ 4.30	3269	\$ 168,680.40	\$ -	3269	\$ -	
B3	2023	\$ 4.30	3269	\$ 168,680.40	\$ -	3269	\$ -	
B3	2024	\$ 4.30	3269	\$ 168,680.40	\$ -	3269	\$ -	
B3 TOTAL				\$ 783,906.20			\$ -	
Lowest A			A	\$ 1,830,640.00		A1	\$ 2,137,533.72	\$ 2,137,339.04
Lowest B			B3	\$ 783,906.20		B	\$ 1,054,056.36	\$ 1,054,030.21
TOTAL				\$ 2,614,546.20			\$ 3,191,590.08	\$ 3,191,369.25

*Total column is equal to Rate x Units x 12 months.

P.O. Box 178
6320 McHenry St.
Burlington, WI 53105



Phone: 262-539-2086

CITY OF BURLINGTON
2200 SOUTH PINE STREET
BURLINGTON WISCONSIN 53105

ADDITIONAL SERVICES

- All containers when empty will be set back at least to the house side of sidewalk or garage.
No container for any reason will ever be left in the road.
- Back door service for the elderly and disabled
- Weekly collection of bulk items at no charge with the exception of a \$35.00 charge for any T.V. or computer monitor. All other electronics collected weekly at no charge. Construction material/carpet will be limited to 1 yard per year at no charge. (Yard equal 6-32 gallons cans) additional construction will be \$15.00 a yard charge billed to home owner.
- Recycling collection will be unlimited and also include motor oil in one gallon containers with screw on cap and rechargeable batteries (car, boat, drill ect.) If additional totes/bins are needed ASDA will supply at no additional cost or the resident can use a can of their choice up to 48 gallon capacity.
- Any debris on the ground will be cleaned up by an ASDA employee even if the debris was not a result of the actions of an ASDA employee.

WHY ASDA ENTERPRISES INC.

- Supports/Donates to Burlington Rotary, Burlington Baseball, Burlington Chambers of Commerce, Burlington Schools, St. Mary's/Catholic Central. Burlington Trap Club, Burlington Chocolate Fest, Burlington St. Charles Festivals, Burlington WBSD sponsor, Coffee House music festivals, Burlington Kiwanis, Burlington Toy Run, Veterans Terrace and Burlington Clean Sweep.
- Owner Andrew Naber established 2006. Based in Burlington WI.

- 30 plus employees paid over 1.1 million in wages in 2019
- Paid over \$28,000 in personal/property taxes to the City and Town of Burlington in 2019.
- Utilize local vendors for everything I can in City/Town of Burlington ASDA contributed close to 2 million to the local economy in 2019.
- Please Shop Local... For Every \$100.00 spent locally \$68.00 stays in the community.

Bid Form A Trash Collection

- 1.) Rate equals the cost to collect and dispose of trash for one (1) dwelling unit per month.
- 2.) **Base Bid A:** Collection of all bagged or containerized trash from each dwelling unit each week. Containers are owned and supplied by the resident.
- 3.) **Alternate A1:** Collection of trash placed in 96 gallon carts from each dwelling unit each week. Carts are owned and supplied by the contractor.
- 4.) Pricing for manual collection and automated collection options shall include a minimum of one (1) bulky item collection from each dwelling unit each month.
- 5.) Proposal should be based on an estimated 3,269 units as of January 1, 2020

Base Bid A: Manual Collection - Weekly (resident supplied containers)				Alternate A1: Automated Collection - Weekly (Contractor supplied cart - 96 gallon)		
Year	Rate	Number of Units	Annual Cost	Rate	Number of Units	Annual Cost
2020 (May-Dec)	\$10.00	3269	\$261,520.00	no bid	3269	
2021	\$10.00	3269	\$392,280.00		3269	
2022	\$10.00	3269	\$392,280.00		3269	
2023	\$10.00	3269	\$392,280.00		3269	
2024	\$10.00	3269	\$392,280.00		3269	
TOTAL Cost 5-years			\$1,830,640.00			no bid

Bid Form B Recyclables Collection

- 1.) Rate equals the cost to collect and dispose of recyclables for one (1) dwelling unit per month.
- 2.) **Base Bid B:** Collection of recyclables comingled in 96 gallon carts from each dwelling unit bi-weekly (every other week). Carts are owned and supplied by the contractor.
- 3.) **Alternate B1:** Collection of recyclables comingled in 96 gallon carts from each dwelling unit each week. Carts are owned and supplied by the contractor.
- 4.) **Alternate B2:** Collection of recyclables comingled in 20 gallon totes from each dwelling unit bi-weekly (every other week). Totes are owned and supplied by the contractor.
- 5.) **Alternate B3:** Collection of recyclables comingled in 20 gallon totes from each dwelling unit each week. Totes are owned and supplied by the contractor.
- 6.) Proposal should be based on an estimated 3,269 units as of January 1, 2020

Base Bid B: Automated Collection - Bi-weekly (Contractor supplied cart - 96 gallon)				Alternate B1: Automated Collection - Weekly (Contractor supplied cart - 96 gallon)		
Year	Rate	Number of Units	Annual Cost	Rate	Number of Units	Annual Cost
2020 (May-Dec)	no bid	3269			3269	
2021		3269			3269	
2022		3269			3269	
2023		3269			3269	
2024		3269			3269	
TOTAL Cost 5-years			no bid			no bid

Alternate B2: Manual Collection - Bi-weekly (Contractor supplied tote - 20 gallon)				Alternate 3: Manual Collection - Weekly (Contractor supplied tote - 20 gallon)		
Year	Rate	Number of Units	Annual Cost	Rate	Number of Units	Annual Cost
2020 (May-Dec)	\$5.00	3269	\$130,760.00	\$4.25	3269	\$111,146.00
2021	\$5.00	3269	\$196,140.00	\$4.25	3269	\$166,719.00
2022	\$5.00	3269	\$196,140.00	\$4.30	3269	\$168,680.40
2023	\$5.00	3269	\$196,140.00	\$4.30	3269	\$168,680.40
2024	\$5.00	3269	\$196,140.00	\$4.30	3269	\$168,680.40
TOTAL Cost 5-years			\$915,320.00			\$783,906.20

Mimum of 2-18 gallon tote/bin provided per unit. Unlimited amount of state mandated recyclables

attachment
Question - 6 -

**P.O. Box 178
6320 McHenry St.
Burlington, WI 53105**



Phone: 262-539-2086

Present work under contract by ASDA Enterprises Inc.

Town of Burlington Trash and Recycle 2,757 residents they have been a customer for 14 years

Town of Spring Prairie Trash and Recycle 841 residents they have been a customer for 2 years

Village of Rochester Trash and Recycle 1,473 residents they have been a customer for 10 years

Village of Yorkville Trash and Recycle drop off 3,400 residents they have been a customer for 10 years

Town of Dover Trash and Recycle drop off 4,000 residents they have been a customer for 10 years

Wheatland Trailer Park Trash and Recycle 185 residents they have been a customer for 12 years

Fonks Trailer Park Trash and Recycle 300 residents they have been a customer for 10 years

Private Subscriptions from surrounding areas 1,200 residents they have been a customer for 14 years

Town of **B**urlington
State Of Wisconsin

32288 Bushnell Road, Burlington, Wisconsin 53105 / (262) 763-3070
Website: townofburlington.com / E-Mail: bgraziano@townofburlington.com

February 25, 2020

City of Burlington
300 N Pine Street
Burlington, WI 53105

RE: Garbage and Recyclable Collection and Disposal – Open Bid

Dear City of Burlington Officials,

I am writing to you to recommend the services of ASDA Enterprises Inc. for your garbage and recycling needs. The Town of Burlington has utilized their services for several years, and we have been very happy in what they provide for our community and citizens. ASDA's operation has been nothing but professional, punctual and receptive to anything the Town needs. Andy Naber personally stops into our office to make sure there are no issues with the services provided and he informs us of any and all updates that we need to be aware of. It is a great local business run by people who care about the community.

Like most municipalities, we can receive a lot of calls about the services we provide. I can say with certainty, that our Town office receives little to no phone calls with complaints on the services that ASDA provides. In fact, we receive calls from citizens informing us of the great service they are receiving. I would highly recommend ASDA Enterprises Inc. to be your primary garbage hauler. Please let me know if the Town of Burlington can be of any assistance to you.

Kind Regards,



Brian Graziano
Administrator/Treasurer
Town of Burlington

Village of Rochester

300 W. Spring St.
P.O. Box 65
Rochester, WI 53167

(262) 534-2431 Phone
(262) 534-4084 Fax
email: admin@rochesterwi.us
website: <http://rochesterwi.us>

Reflections of
the Past...



Visions of
the Future

February 27, 2020

To Whom It May Concern:

I am happy to recommend ASDA Environmental to provide garbage and recycling collection services for your municipality.

In my position as Administrator-Treasurer for the Village of Rochester, I have had the pleasure of working with ASDA since January of 2013 when our garbage collection and recycling services were re-advertised for proposals. ASDA was chosen from multiple proposers to provide service for the village.

During these past seven years, ASDA has provided timely and reliable service. They have also been very responsive to both our staff and residents in addressing any concerns or complaints. They have gone above and beyond by participating in community events and donating services for community projects.

ASDA deserves serious consideration as a candidate for provision of your garbage and recycling services. I highly recommend them.

If you have any questions, please feel free to contact me by e-mail at bnovy@rochesterwi.us or by telephone at (262) 534-1185.

Sincerely,

Betty J. Novy, MMC WCPC CMTW
Administrator-Treasurer

BIDDER QUALIFICATION STATEMENT

This form is to be completed and submitted to the City as requested. The contents of this questionnaire will be considered confidential. If the City is not satisfied with the sufficiency of the answers to the questionnaire and financial statement, it may require additional information, or reject or disregard the proposal.

1. Company Information:

Name: ASDA Enterprises Inc.

Address: 6320 McHenry Street

City: Burlington State: WI ZIP 53105

Phone: 262-539-2086 Fax: —

Email: ASDAREFUSE@
gmail.com Cell: 262-206-4050

2. Primary Contact Information:

Name: Andrew Naber

Address: 6320 McHenry St-

City: Burlington State: WI ZIP 53105

Phone: 262-539-2086 Fax: —

Email: Andy@asda refuse.
com Cell: 262-210-1253

Attach any additional documents necessary to answer remaining questions.

3. When Organized: 2006 Where Incorporated: State of Wisconsin

4. How many years have you been engaged in business under the present firm name?

14

5. General character of work performed by your firm.

Collection and transportation of Trash
Residential
Commercial
Roll off
Recyclables

6. Present work under contract. (Attach list of present contracts.)

See attachment

7. Have you ever defaulted on a contract? Yes _____ No X. If the answer is "yes" attach a statement showing where and why.

8. Attach a statement of your experience, including the experience of the principal member of your personnel who will appear on the work under this contract.

See attachment

10. Additional information may be submitted if desired.

The drivers at HSDA have an average of 13 years experience

See attachment.

Dated this 27th day of February, 2020.

ASDA Enterprises Inc.

Name of Organization

By: Andrew Naber

Title: President

State of Wisconsin

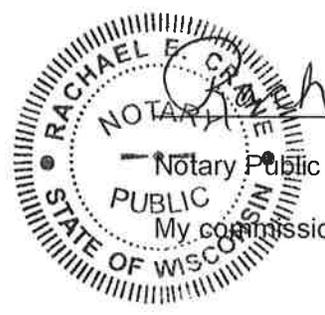
County of Racine

Andrew Naber, being duly sworn says that he or she is the

President/owner of ASDA Enterprises Inc.

and that the answers to the foregoing questions and all statements contained herein are true and correct.

Subscribed and sworn to me this 27th day of February, 2020.



Rachael E. Crane

Notary Public

My commission expires 8/23/2023



262-539-2086

Items left in recycling bin are Not Acceptable as recycling.

PLEASE PUT IN TRASH



Burlington, WI 53105

262-539-2086

- You have reached your construction material limit for the year. If you have more please call the office to schedule pickup with charges.
- Call the office for bulk pickup with charges.
- Tires / Electronics / Appliances cannot be land filled. Please call the office to schedule pickup.
- NO YARD WASTE - yard waste is banned from landfills.



Burlington, WI 53105
262-539-2086

Not acceptable as recycling, please put with trash.

No Plastic Bags

Comments



ASDA Enterprises, Inc.
 P.O. Box 178
 Burlington, WI 53105
 Phone: 262-539-2086

INVOICE

Example.

INVOICE NO. 0000057000
DATE Feb 01, 2020
CUSTOMER NO. 2014
SITE NO. 0
REFERENCE
DUE DATE: Feb 16, 2020

BILL TO:

TOWN OF BURLINGTON
 32288 BUSHNELL RD
 Burlington, WI 53105

TOTAL INVOICE	PAID \$42,044.25
AMOUNT PAID	

PLEASE RETURN TOP PORTION WITH YOUR PAYMENT

DATE	SITE	DESCRIPTION	REFERENCE	RATE	QTY.	AMOUNT
		Previous Balance:				\$0.00
		Payments :				\$0.00
		Adjustments :				\$0.00
	(0001)	TOWN OF BURLINGTON 32288 BUSHNELL RD, Burlington WI 53105				
		Serv #001 Municipal Trash 2,757 - 1EA 2342x Week				
01 - Feb		2757 x \$8.25 (Jan 01/20 - Jan 31/20)		\$22,745.250	1.00	\$22,745.25
		Serv #002 Municipal Recycling 2,757 - 1UN 2732x Week				
01 - Feb		2757 x \$7.00 (Jan 01/20 - Jan 31/20)		\$19,299.000	1.00	\$19,299.00
		SITE TOTAL				\$42,044.25

CURRENT	31 - 60 DAYS	61 - 90 DAYS	OVER 90 DAYS
\$ 42,044.25	\$ 0.00	\$ 0.00	\$ 0.00

TOTAL INVOICE	\$42,044.25
----------------------	-------------

PLEASE PAY THIS AMOUNT	\$42,044.25
-------------------------------	-------------

Please carefully check over your Invoice and let us know if there are any discrepancies. Invoices not paid in 30 days will be charged a 3% interest charge

INVOICE NO. 0000057000
DATE Feb 01, 2020
CUSTOMER NO. 2014
SITE NO. 0
REFERENCE
DUE DATE: Feb 16, 2020

Please Remit Payment To:
ASDA Enterprises, Inc.
 P.O. Box 178
 Burlington, WI 53105

Top 10 Reasons to Shop Local.

SHOP LOCAL RALEIGH

- 1 Strengthen your local economy.
- 2 Reduce climate change impacts.
- 3 Support community groups.
- 4 Keep our community unique.
- 5 Create more quality jobs.
- 6 Get better service.
- 7 Invest in your community.
- 8 Encourage local prosperity.
- 9 Put your taxes to good use.
- 10 Buy what you need. Don't buy the hype.

#1: Buy local to support yourself

Studies show that when you buy from an independent, locally owned business, rather than a nationally owned business, significantly more of your money is used to make purchases from other local businesses, service providers and farms continuing to strengthen the economic base of the community.

#2: Be friendly to our environment

Locally owned businesses can make more local purchases requiring less transportation and generally set up shop in town or city centers as opposed to developing on the fringe. This generally means contributing less to sprawl, congestion, habitat loss and pollution.



Support community groups

Profit organizations receive an average 250% more support from smaller business owners than they do from large businesses.

#4: Keep our community unique

Where we shop, where we eat and have fun – all of it makes our community home. Our one-of-a-kind businesses are an integral part of the distinctive character of this place. Our tourism businesses also benefit.

"When people go on vacation they generally seek out destinations that offer them the sense of being someplace, not just anyplace." ~ Richard Moe, President, National Historic Preservation Trust

#5: Local businesses create more jobs

Small local businesses are the largest employer nationally and in our community, provide the most jobs to residents.

#6: Get better service

Local businesses often hire people with a better understanding of the products they are selling and take more time to get to know customers.

#7: Invest in your community

Local businesses are owned by people who live in this community, are less likely to leave, and are more invested in the community's future.

#8: Put your taxes to good use

Local businesses require comparatively little infrastructure investment and make more efficient use of public services as compared to nationally owned stores entering the community. In addition, nationally owned businesses often demanding tax incentives.

#9: Encourage future investment

A growing body of economic research shows that in an increasingly homogenized world, entrepreneurs and skilled workers are more likely to invest and settle in communities that preserve their one-of-a-kind businesses and distinctive character.

#10: Competition leads to more choices

A marketplace of tens of thousands of small businesses is the best way to ensure innovation and low prices over the long-term. A multitude of small businesses, each selecting products based not on a national sales plan but on their own interests and the needs of their local customers, guarantees a much broader range of product choices.

Attachment Question 8

Andrew T. Naber
6320 McHenry Street
Burlington, WI. 53105
(262) 539-2925

40 years Transportation /Divisional Management experience from 15 to 130 employees. Exceptional ability to streamline any operation by maximizing employee's potential by utilizing their knowledge, experience, and the want to succeed in their job.

Work Experience

February 2006 to Present

Self Employed ASDA Enterprises/Andys Recycling.

- Increased revenue from \$0 in 2005 to \$4.5 million annually in 2019.

Ven Housen/Superior Services/Onyx Waste Services/Veolia Waste Services July, 1992 to February, 2006 includes the following.

December 2002 – February 2006. General Manager Fort Atkinson, and Special Projects for the Midwest Region

- Oversee all lines of business for a 60 truck operation,
- Improved operating efficiencies 60%. Reduced 13 routes.
- Improved maintenance down time 22% while maintaining overall cost at 8%.
- No deficiencies for 3 years Environmental, DOT, DNR, Safety, and misc Audits
- Reduction in accident and injury frequency from 114 to 31 annually
- Reduced SG&A 48%
- Improved receivables from 72 days to 34. Over 90 days less than ½%.
- Increased annual sales revenue from 7.2 million to 12 million.
- Improved annual Ebit from 220k to 2 million.
- Maintained Ebit margin of 18%.

December 1999- December 2002 Promoted to Corporate Operations Specialist/Special Projects reporting directly to the CEO of ONYX/Veolia

- Supported Superior's legal department with the due diligence for the Vivendi/Onyx-Superior purchase
- Assisted in responded to Department of justice inquiry regarding Superior's acquisition of Milwaukee and Evansville markets, including managing the divested assets.
- Coordinated Superior/Onyx national fleet betterment Initiative.
- Led the transition of Detroit, Mi., Evansville, In., and Muskego, WI. Operations.
- Served as Interim General Manager at Valdasta, Ga.(improved EBIT 90%),Fort Meyers, Fl. (saved contract and 8 million performance bond),Ocala, Fl. and Columbus, Oh.
- Provided operations, maintenance, safety, Trux and accounting support to 12 new divisions.

January 1999 – December 1999. General Manager of Northern Mo. & Maple Hills Landfill

- Changed monthly billing from monthly arrears to quarterly advance.
- Changed commercial billing from arrears to advance
- Implemented \$60k a month price increase
- Improved receivables from 62 to 37 days outstanding
- Performed complete route audits to verify and correct Trux to reflect actual customers and actual revenues. (As a result of this audit Superior wrote off of noncollectable overstated revenues from the 1998 acquisition.
- Eliminated 12 routes through rerouting efficiencies
- Reduced accident/incident frequency 44%
- Reduced SG&A 30K a month 32%
- Received Certified landfill Operator license
- Improved EBIT profitability of operation by 600% over prior years.(excluding one time charge for 1998 revenue write down)

February 1995-December 1998 – General Manager Cuba City

1998

- Served as Interim General Manager of St. Cloud, MN. Resulting in Ebit improvement of 500k
- Served as Interim General Manager of Elgin, IL. Maintaining company in preparation of trade to BFI.
- Led the integration of Winona, MN. Acquisition (sales-operations-safety-maintenance).
- Maintained Cuba City

1997

- Received Skill Set Manager of the year award winner from The CEO Bill Dietrich.
- Promoted to work as assistant to the Operating Vice Presidents on Acquisitions and non-performing divisions.
- Maintained Cuba City.

1996

- Tucked in Wittstock acquisition which led Superiors entrance into Iowa.

1995

- Promoted to General Manager of Cuba City, WI.
- Reduced operating wages by 31%, equipment maintenance by 29%, SG&A by 27% Safety improved 72% (had no accidents or injuries for company record of 692 days)
- Increased revenue 40% and Ebit by 51%

1994

- Promoted to Operations Manager. Increased monthly Ebit from 15k to 92k 86% improvement.
- Lead Superiors effort to decertify the union.
- Appointed Maintenance Chairman for Superior Services and implemented national fuel, oil, and tire purchasing program, resulting in over 500k annual savings.

1993

- Promoted to Marketing Coordinator. Re-signed 800 commercial accounts, organized files and obtained 3 new municipal contracts increasing annual revenues 960k.

1992

- Started as a Residential, Commercial, Roll off driver and part time mechanic. Ven Housen Disposal

June 1990-October 1991 Waste Management Franklin, WI

- Cross trained in dispatch, supervision, sales, maintenance and computers.

1978-1990 Naber Disposal Burlington, WI

- Owned and operated Naber and Company Disposal. Burlington, WI. Responsible for all areas of business. 1 million annual revenue.

Education

Gateway Tech, Racine Wis. 1980-1982
Business Management Major 3.0 GPA

Burlington High School 1976-1980
3.5 GPA

ERIE INSURANCE COMPANY
BID BOND

Know All Men by These Presents,

Bond No. WW2433

That we, ASDA Enterprises, Inc.
(hereinafter called the Principal) as Principal and the ERIE INSURANCE COMPANY, of Erie, Pennsylvania, a
corporation duly organized under the laws of the State of Pennsylvania, (hereinafter called the Surety),
as Surety, are held and firmly bound unto, City of Burlington

. hereinafter called the Obligee in the full and just sum of Five Per Cent

. . . Of The Amount Bid Dollars, (\$. . . 5%),
good and lawful money of the United States of America, to the payments of which sum of money well
and truly to be made, the said Principal and Surety bind themselves, their and each of their heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed, sealed and dated this 24th day of February, A.D. 2020
Year

THE CONDITION OF THIS OBLIGATION IS SUCH: That, if the Obligee shall make any award within 60
days to the Principal for Garbage & Recycle Collection Program

.
according to the terms of the proposal or bid made by the Principal therefor, and the Principal shall
duly make and enter into a contract with the Obligee in accordance with the terms of said proposal
or bid and award and shall give bond for the faithful performance thereof with the Surety or Sureties
approved by the Obligee; or if the Principal shall, in case of failure so to do, pay the Obligee the damages
which the Obligee may suffer by reason of such failure, not exceeding the penalty of this bond, then
this obligation shall be null and void; otherwise it shall be and remain in full force and effect.

In Testimony Whereof, the Principal and Surety have caused these presents to be duly signed and sealed.

Principal ASDA Enterprises, Inc.

Witness: *Amy Hueger*

By: *Andrew Naber*
Title Andrew Naber, President

Witness: *Katherine D. Pawlak*
Katherine D. Pawlak

ERIE INSURANCE COMPANY
By: *Edward A. Mazzeo*
Edward A. Mazzeo
Attorney-in-Fact



LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That ERIE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania, having its principal office in the City of Erie, Pennsylvania, does hereby make, constitute and appoint Marc Cipriani, Senior Vice President; Leo Heintz, Vice President; Edward A. Mazzeo; Katherine D. Pawlak; and Darlene Kujawa, its true and lawful Attorney(s)-in-Fact, in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, any and all bonds which are or may be allowed, required or permitted by law, statute, rule regulation, contract or otherwise, provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed FIVE MILLION DOLLARS (\$5,000,000) and that the execution of such instrument shall be binding upon ERIE INSURANCE COMPANY.

This Power of Attorney is signed and sealed by facsimiles under and by the authority of the following Resolution adopted by the Board of Directors of ERIE INSURANCE COMPANY at a meeting duly called and held on the 2nd day of September, 2016, and said resolution has not been amended or repealed:

RESOLVED, that the signature of Timothy G. NeCastro, as Chief Executive Officer of the Company, and the Seal of the Company may be affixed by the following facsimiles on any Limited Power of Attorney for the execution of bonds, undertakings, recognizances, contracts and other writings in the nature thereof, and the signature of Brian W. Bolash, as Secretary of the Company, the Seal of the Company, the signature of Sheila M. Hirsch, as Notary Public, and her notarial seal, may also be affixed by the following facsimiles to any certificate or acknowledgment of any such Limited Power of Attorney, and only under such circumstances shall said facsimiles be valid and binding on the Company.

IN WITNESS WHEREOF, ERIE INSURANCE COMPANY has caused these presents to be signed by its Chief Executive Officer, and its corporate seal to be hereto affixed this 2nd day of September, 2016.



by Timothy G. NeCastro
Timothy G. NeCastro
Chief Executive Officer

STATE OF PENNSYLVANIA
COUNTY OF ERIE

ss.

On this 18th day of October, 2016, before me personally came Timothy G. NeCastro, Chief Executive Officer, to me known, who being by me duly sworn, did depose and say: that he is Chief Executive Officer of ERIE INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he knows the Seal of said corporation; that the Seal affixed to the said instrument is such corporate Seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



Sheila M. Hirsch
My commission expires June 27, 2020 Notary Public

CERTIFICATE

I, Brian W. Bolash, Secretary of ERIE INSURANCE COMPANY, do hereby certify that the original LIMITED POWER OF ATTORNEY, of which the foregoing is a full, true and correct copy and is in full force and effect.

In witness whereof, I have hereunto subscribed my name and affixed the corporate Seal of the Company by facsimiles pursuant to the action of the Board of Directors of the Company, this 24th day of February 2020



Brian W. Bolash
Brian W. Bolash, Secretary

WHAT CAN I RECYCLE?

Example

TOP 10 IN THE BIN



Recycle Reminder:

ASDA will provide:
2-18-gallon Recycling
Bins

- Please rinse plastic & glass containers to keep critters away
- Please keep all recycling and trash separate
- Please flatten cardboard

ALSO RECYCLABLE BUT NOT IN CURBSIDE BIN

METAL APPLIANCES;
Stove, Washers,
Dryer, Microwave



ELECTRONICS



TV'S & COMPUTERS

TIRES

1. FLATTEN CARDBOARD PIZZA BOXES
2. ALL PAPER PRODUCTS
3. FOOD BOXES
4. MAIL
5. CLEAN, EMPTY BEVERAGE CANS
6. CLEAN, EMPTY FOOD CANS
7. GLASS BOTTLES
8. GLASS JARS
9. MILK, LAUNDRY, WATER JUGS
10. ALL PLASTIC BOTTLES & CAPS



Contact ASDA Enterprises Inc.
for more information for
recycling in your area.
(262) 539-2086
www.asdarefuse.com

****NO SHARPS NEEDLES****

****ALL PLASTIC BAGS ARE TRASH****

EXAMPLES OF ITEMS THAT ARE TRASH

GARDEN HOSE, PLASTIC PIPES, CLOCKS, PLASTIC FURNITURE, PLASTIC KIDS TOYS, ROPE, MAILBOXES, **PLASTIC BAGS**, WINDOW GLASS, CERAMICS, POTTERY, POTS & PANS, PROPANE TANKS, ROUND UP & AGRICULTURAL BOTTLES, ALL PESTICIDES & HERICIDE BOTTLES, POOL CHEMICAL BOTTLES, DIAPERS, FECAL MATTER, PLASTIC HANGERS, ALL STYROFOAM, PAPER TOWELS & TISSUES PRODUCTS, PLASTIC TARPS, EMPTY PAINT CANS LID OFF, INK CARTRIDGES, PLASTIC GARDEN TOOLS, WOOD, DISHWARE, ALUMINUM FOIL.

*****IF YOU CANNOT CAP IT. IT IS PROBABLY NOT RECYCLABLE*****



P.O. BOX 329
WHITEWATER, WI 53190
262-473-4700 • Fax: 262-473-6775
www.johnsdisposal.com
email: office@johnsdisposal.com

DISPOSAL SERVICE, INC.

February 28, 2020

The City of Burlington
Attn: Peter Riggs – Director of Public Works
2200 South Pine Street
Burlington, WI 53105

RE: Garbage & Recyclable Collection & Disposal

Dear City Council,

It has been our pleasure to provide the City of Burlington with curbside garbage and recycling service since 2014. Johns has provided service or donations during some of the City's brightest moments, such as the annual Chocolate Festival, and emergency disaster relief in some of the City's hardest times, such as the flooding in 2017.

Attached you will find our proposal for continued service in the City, where we offer a wide range of options for you to consider: both manual and automated garbage collection, unlimited bulk items collection (including household electronics!), weekly recycling collection, and nearly any combination of services that your residents could hope for. As you take the time to consider our proposal and those of our competitors, please keep in mind that our rates are all-inclusive and have no generator fees, fuel surcharges, or recycling contamination fees.

As you likely know, our local family-owned and operated business believes in an unmatched level of service, outstanding customer service, and a strong commitment to the communities we serve. I look forward to presenting our proposal at the Committee of the Whole meeting in March and sincerely hope that the City will continue its partnership with Johns Disposal Service.

Sincerely,

A handwritten signature in black ink, appearing to read "Nate Austin".

Nate Austin
Municipal Sales Manager

PRINTED ON RECYCLED PAPER

Residential • Commercial • Industrial • Recycling • Refuse Disposal



Whitewater & Franksville, WI

**JOHNS DISPOSAL & THE CITY OF BURLINGTON:
PROPOSAL FOR A CONTINUED PARTNERSHIP**

Prepared for:
The City of Burlington
Attn: Peter Riggs – Public Works Director
300 N. Pine Street
Burlington, WI 53105

Prepared by:
Johns Disposal Service, Inc.
PO Box 329
Whitewater, WI 53190
262-473-4700

February 28, 2020

COMPANY BACKGROUND

John Jongetjes founded Johns Pick-Up Service in 1969. The business incorporated in 1992 as Johns Disposal Service, Inc. The Jongetjes family continues to own and operate the company. Cities, Towns and Villages are serviced in Dane, Kenosha, Jefferson, Milwaukee, Racine, Rock, Walworth and Waukesha counties. This growth is due to the commitment to provide the highest quality service and our inclusive recycling program.

COMPANY FACILITIES

Company facilities located in the City of Whitewater at 107 Hwy U in Jefferson County:

- A fully staffed office.
- A 20,000 square foot Single-Stream recycle processing facility.

Company facilities located at 7311 Omega Circle in the Town of Norway in Racine County:

- A fully staffed office.
- A 57,000 square foot Single-Stream recycle processing facility.

COMPANY PERSONNEL

Johns currently provides over 225 full time positions. The credit for our success goes to our dedicated, hard working employees. We are proud of the job that they do for our customers.

The officers/managers of our corporation are as follows:

President	Brian Jongetjes	Employed since 1980
Vice President	Ron Jongetjes	Employed since 1982
General Manager	Dan Jongetjes	Employed since 2004
Project Manager	Sarah Jongetjes	Employed since 2014
Treasurer – CFO	Duane Schuab - CPA	Employed since 2012
Commercial Sales Manager	Wayne Arnold	Employed since 1989
Route/Driver Manager	Jack Redenius	Employed since 1993
Route/Driver Manager	Matt Jensen	Employed since 1994
Safety Manager	Brent Flikkema	Employed since 1995
Fleet Manager	Eric Margenau	Employed since 2009
Municipal Account Manager	Nate Austin	Employed since 2015

EXPERIENCE

Johns Disposal currently provides curbside collection for over 120,000 homes per week and performs the following services as needed: bulk items collection, electronics collection, drop-off center operations, municipal front-load and rear-load dumpster service, curbside yard waste collection, roll-off dumpster service and a wide variety of specific municipal needs.

Additionally, we have been in the recycle processing business since 1983. We implemented our first single-stream processing system in our Whitewater facility in 2000. In 2012 we added a second single-stream processing facility in Racine County. Being invested in recycle processing for 30+ years demonstrates our commitment, expertise and passion for the processing business.

In addition to our current collection in the City of Burlington, Johns Disposal provides comparable collection services in the following nearby communities: The Town of Norway, the Village of Waterford, the Village of Union Grove, Town & Village of East Troy, the City of Lake Geneva, the Village of Paddock Lake, and the Village of Salem Lakes. Each of these communities receive a comparable level of service to what we are proposing for the City of Burlington.

SAFETY

Johns Disposal is committed to safety. We realize that the success of our business begins with safety. A safe workplace includes a diverse range of factors such as regular employee training, vehicle maintenance and on-truck safe technology. Our drivers attend regular safety meetings. All our drivers are monitored through a state-of-the-art GPS tracking system. Through new software and technology, our drivers' activities are monitored constantly. Our drivers receive regular evaluations regarding a wide range of safety topics.

Johns Disposal has recently implemented a company-wide camera system in all trucks which includes incident-based recorded video of both the driver and street view. Such monitoring allows our company to evaluate and improve driver performance in your community.

Safety is our priority, both for our drivers and the communities we service. Truck maintenance and safe operating procedures are a vital part of each driver's daily routine. Each morning, every truck is thoroughly inspected before leaving our facilities.

EDUCATION PROGRAM

Through informational brochures and our website, we work to educate residents to maximize recycling. Landfill reduction is a very high priority. We plan to maintain a very strong diversion rate to maximize landfill reduction. Our drivers work to identify residents who do not comply with the City recycling program. Residents not participating in the City program will receive notification notes/tags and informational letters encouraging participation. We will notify the City of residents that do not comply. We will be actively involved in the City recycling ordinance compliance assurance program.

CURBSIDE GARBAGE COLLECTION

This proposal includes two options for **weekly garbage** collection. Johns is able to offer the City both manual garbage collection and fully-automated garbage collection.

1. **Weekly Automated Garbage Collection:** residents will receive (1) one 96-gallon cart for garbage collection. Residents will be limited to what can be contained inside the cart. Additional garbage in cans or bags is included in the optional bulk collection, see below.
2. **Weekly Manual Garbage Collection:** this is the same level of service that your residents currently receive. Each home will continue to use their own garbage containers and maintain their same level of service and service day.

With automated collection, additional garbage carts are available for a monthly charge. Residents will pay Johns directly for any additional carts.

CURBSIDE RECYCLING COLLECTION

This proposal includes two options for **recycling** collection, the City may either select to maintain your current level of service (every-other-week) or increase to weekly recycling.

1. **Every-other-week Automated Recycling Collection:** residents will continue using their provided 96-gallon GREEN cart for recycling collection. Residents are limited to what can be contained inside the cart. Collection will continue to take place *bi-weekly*. Additional recycling such as broken-down boxes, extra containers of recyclables, and white goods are included in the optional bulk items collection.
2. **Weekly Automated Recycling Collection:** residents will continue using their provided 96-gallon GREEN cart for recycling collection. Residents are limited to what can be contained inside the cart. Collection will take place *weekly*. Additional recycling such as broken-down boxes, extra containers of recyclables, and white goods are included in the optional bulk items collection.

Additional recycle carts are available for a monthly charge. Residents will pay Johns directly for any additional carts. Our recycling service offers **single-stream recycling**. There is no need to tie, bag or bundle the paper and it can be mixed together with the bottles and cans. The current list of recyclables that we collect, process, and market includes:

- a. Mixed paper, magazines, brown paper bags, and non-corrugated cardboard
- b. Corrugated cardboard (OCC)
- c. Glass (clear, brown, and green) bottles and jars
- d. Aluminum
- e. Steel (or "tin") cans including aerosol cans
- f. Plastic containers, #1 - 7
- g. Aseptic containers including milk cartons, juice boxes and juice cartons

OPTIONAL BULK ITEMS COLLECTION

Should the City select to move to a fully-automated collection system for garbage, our proposed bulk items collection allows residents to schedule up to one collection per month at no additional cost and select their collection week. **Each pickup includes multiple items.** Bulk collection includes furniture, appliances, bedding, carpeting, and other large items. Waste oil, automotive antifreeze, lead acid batteries and tires are also included. Extra garbage in cans or bags and extra recycling in bins or clear plastic bags are also included in the bulk collection. Construction materials that are contained in 32-gallon cans that weigh less than 60-pounds are included in the bulk items collection (no limit on the number of containers). *No loose construction materials are included.* Tires are limited to 8 small vehicle tires (sedan, SUV, pickup trucks, etc.) per home per year. Up to two times per year, residents may choose to dispose of one household electronic in place of multiple bulk trash items.

REPORTING & PROBLEM RESOLUTION

We will provide a quarterly Recycling/Waste Reduction Report containing all requested information including weights of all materials collected. We will also continue to assist the City in the grant application process as well as any other requirements of the DNR. In order to maintain the quality service that we feel our customers deserve, Johns Disposal employs a problem resolution system that includes *collecting the material the same day* if our office is contacted by noon, otherwise it will be collected the next business day. All problems are logged and tracked with our state-of-the-art GPS tracking system.

OTHER SERVICES

Walk-up service will be provided for **elderly residents and residents with disabilities** as identified by the City. With the cart program, smaller 48-gallon carts for garbage and recycling are available for any resident. Refuse and recycling dumpsters or cart service for the City Hall and other City-owned properties will be included at **no extra charge**.

EQUIPMENT LISTING

Equipment Category	Fleet Number	Year	Make	Packer Body
Automated Side-Loader (carts)	200	2019	Autocar	Loadmaster
Rear-load Truck (bulk items)	106	2007	CCC	McNeilus
Front Load Truck (dumpsters)	116	2008	CCC	McNeilus

LISTING OF FACILITIES

If awarded the Contract to continue working with the City of Burlington, Johns Disposal will use the following facilities.

Type of Facility	Owner	Address	Use
Hauling Facility	JOHNS	7311 Omega Circle, Franksville, WI 53126	Terminal for collection vehicles
Materials Recovery Facility	JOHNS	7311 Omega Circle Franksville, WI 53126	MRF for recycling processing / disposal
Materials Recovery Facility	JOHNS	107 County Rd U Whitewater, WI 53190	MRF for recycling processing / disposal
Landfill (Metro)	Waste Management	10712 S 124 th St Franklin, WI 53132	Landfill for MSW Disposal

RECYCLING MATERIALS ACCEPTED

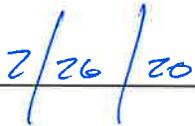
	Commodity	Accepted Y / N	Proposed Buyer / Market
1.	Mixed Paper	Yes	<i>Johns Disposal processes, cleans, and markets materials with a variety of mills on both local and national levels.</i>
2.	Cardboard (OCC)	Yes	
3.	#1 Plastic	Yes	
4.	#2 Natural HDPE	Yes	
5.	#2 Colored HDPE	Yes	
6.	#3-7 Plastic	Yes	
7.	Mixed Rigid Plastic	Yes	
8.	Tin Cans & Scrap Metal	Yes	
9.	Aluminum Cans	Yes	
10.	Glass	Yes	

TERMS

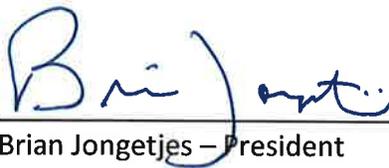
Services will begin May 1, 2020. Should the City select to continue with Johns and change to fully-automated garbage collection, Johns will work with City staff to determine an appropriate timeframe for service transitions and cart delivery. All rates listed in this proposal include all current government taxes and landfill tipping fees. **No generator taxes or environmental fees will be added to the rates quoted.** Any government imposed or increased landfill taxes or fees instituted after May 1, 2020 are not included and will be the responsibility of the City.



Nate Austin – Municipal Account Manager



Date



Brian Jongetjes – President



Date

Bid Form A Trash Collection

- 1.) Rate equals the cost to collect and dispose of trash for one (1) dwelling unit per month.
- 2.) **Base Bid A:** Collection of all bagged or containerized trash from each dwelling unit each week. Containers are owned and supplied by the resident.
- 3.) **Alternate A1:** Collection of trash placed in 96- gallon carts from each dwelling unit each week. Carts are owned and supplied by the contractor.
- 4.) Pricing for manual collection and automated collection options shall include a minimum of one (1) bulky item collection from each dwelling unit each month.
- 5.) Proposal should be based on an estimated 3,269 units as of January 1, 2020

Base Bid A: Manual Collection - Weekly (resident supplied containers)				Alternate A1: Automated Collection - Weekly (Contractor supplied cart - 96 gallon)		
Year	Rate	Number of Units	Annual Cost	Rate	Number of Units	Annual Cost
2020 (May-Dec)	\$11.30	3269	\$295,517.60	\$10.95	3269	\$286,364.40
2021	\$11.64	3269	\$456,574.69	\$11.28	3269	\$442,433.00
2022	\$11.99	3269	\$470,271.93	\$11.62	3269	\$455,705.99
2023	\$12.35	3269	\$484,380.09	\$11.97	3269	\$469,377.17
2024	\$12.72	3269	\$498,911.49	\$12.32	3269	\$483,458.48
TOTAL Cost 5-years			\$2,205,655.81			\$2,137,339.04

Base Bid A: Manual collection bid includes the same level of service as your residents currently receive, which includes bulk items collection.

Alternate A1: Automated collection bid includes unlimited monthly bulk items collection, on call. Residents must call to schedule each collection, up to one collection per month at no additional charge. **Twice per year, each household may schedule collection of one qualified household electronic instead of multiple bulk trash or recycling items at no additional cost. Construction material is included in bulk item collection when properly contained.**

Bid Form B Recyclables Collection

- 1.) Rate equals the cost to collect and dispose of recyclables for one (1) dwelling unit per month.
- 2.) **Base Bid B:** Collection of recyclables comingled in 96-gallon carts from each dwelling unit bi-weekly (every other week). Carts are owned and supplied by the contractor.
- 3.) **Alternate B1:** Collection of recyclables comingled in 96-gallon carts from each dwelling unit each week. Carts are owned and supplied by the contractor.
- 4.) **Alternate B2:** Collection of recyclables comingled in 20-gallon totes from each dwelling unit bi-weekly (every other week). Totes are owned and supplied by the contractor.
- 5.) **Alternate B3:** Collection of recyclables comingled in 20-gallon totes from each dwelling unit each week. Totes are owned and supplied by the contractor.
- 6.) Proposal should be based on an estimated 3,269 units as of January 1, 2020

Base Bid B: Automated Collection - Bi-weekly (Contractor supplied cart - 96 gallon)			
Year	Rate	Number of Units	Annual Cost
2020 (May-Dec)	\$5.40	3269	\$141,220.80
2021	\$5.56	3269	\$218,186.14
2022	\$5.73	3269	\$224,731.72
2023	\$5.90	3269	\$231,473.67
2024	\$6.08	3269	\$238,417.88
TOTAL Cost 5-years			\$1,054,030.21

Alternate B1: Automated Collection - Weekly (Contractor supplied cart - 96 gallon)		
Rate	Number of Units	Annual Cost
\$6.70	3269	\$175,218.40
\$6.90	3269	\$270,712.43
\$7.11	3269	\$278,833.80
\$7.32	3269	\$287,198.81
\$7.54	3269	\$295,814.78
TOTAL Cost 5-years		\$1,307,778.22

Alternate B2: Manual Collection - Bi-weekly (Contractor supplied tote - 20 gallon)			
Year	Rate	Number of Units	Annual Cost
2020 (May-Dec)	<i>no bid</i>	3269	<i>no bid</i>
2021	<i>no bid</i>	3269	<i>no bid</i>
2022	<i>no bid</i>	3269	<i>no bid</i>
2023	<i>no bid</i>	3269	<i>no bid</i>
2024	<i>no bid</i>	3269	<i>no bid</i>
TOTAL Cost 5-years			<i>no bid</i>

Alternate 3: Manual Collection - Weekly (Contractor supplied tote - 20 gallon)		
Rate	Number of Units	Annual Cost
<i>no bid</i>	3269	<i>no bid</i>
<i>no bid</i>	3269	<i>no bid</i>
<i>no bid</i>	3269	<i>no bid</i>
<i>no bid</i>	3269	<i>no bid</i>
<i>no bid</i>	3269	<i>no bid</i>
TOTAL Cost 5-years		<i>no bid</i>

Alternate Bid Form C

Trash & Recycle Collection – No Bulk Items Collection

- 1.) Rate equals the cost to collect and dispose of trash or recycling for one (1) dwelling unit per month.
- 2.) None of the rates below include monthly bulk items collection.
- 3.) Should the City decide to select any of these options, Johns will collect bulk items for City residents for a fee. This fee will be billed directly from Johns to the resident.

Alternate C1: Automated Recycling – Every-other-week, No Bulk (Contractor supplied cart - 96 gallon)			
Year	Rate	Number of Units	Annual Cost
2020 (May-Dec)	\$5.05	3269	\$132,067.60
2021	\$5.20	3269	\$204,044.44
2022	\$5.36	3269	\$210,165.78
2023	\$5.52	3269	\$216,470.75
2024	\$5.68	3269	\$222,964.87
TOTAL Cost 5-years			\$985,713.44

Alternate C2: Automated Recycling – Weekly, No Bulk (Contractor supplied cart - 96 gallon)		
Rate	Number of Units	Annual Cost
\$6.20	3269	\$162,142.40
\$6.39	3269	\$250,510.01
\$6.58	3269	\$258,025.31
\$6.77	3269	\$265,766.07
\$6.98	3269	\$273,739.05
TOTAL Cost 5-years		\$1,210,182.83

Alternate C1: Automated Garbage – Weekly, No Bulk (Contractor supplied cart - 96 gallon)			
Year	Rate	Number of Units	Annual Cost
2020 (May-Dec)	\$9.90	3269	\$258,904.80
2021	\$10.20	3269	\$400,007.92
2022	\$10.50	3269	\$412,008.15
2023	\$10.82	3269	\$424,368.40
2024	\$11.14	3269	\$437,099.45
TOTAL Cost 5-years			\$1,932,388.72

APPENDIX A

Proposed Tagging System



Dear Resident,

We noticed recycling material being mixed with your garbage debris. Please review the reverse side of this note for specific recycling categories.

Please separate all recyclable material from debris intended for garbage collection. **Please also make sure to flatten any cardboard boxes.** Feel free to call us if you have specific questions about recycling.

Thank you for your cooperation!

www.johnsdisposal.com | 262 – 473 – 4700 | office@johnsdisposal.com



RECYCLING INFORMATION

*Johns provides single stream recycling collection; this means you can mix all your recyclable materials together.
Please recycle the following items:*

- Aluminum cans
- Tin cans, steel cans, aerosol cans, dried paint cans; *small* metal items
- Glass bottles and jars
- #1-7 plastic bottles or jugs with a twist top
- Cartons, including juice boxes and milk cartons
- All paper, including newspaper, magazines, books, mail, and office paper
- Brown corrugated cardboard (**IMPORTANT! Please flatten cardboard boxes.**)
- Gray chipboard, including cereal and shoe boxes
- Brown paper bags
- Shredded paper, in a plastic bag

(Plastic bags are not typically able to be recycled; this is an exception.)

To properly dispose of plastic bags, please place them in the trash or find a plastic bags recycling collection which can be found at most grocery stores.

www.johnsdisposal.com | 262 – 473 – 4700 | office@johnsdisposal.com

APPENDIX B

Example of Proposed Invoice



JOHNS DISPOSAL SVC. INC.
7311 OMEGA CIRCLE
FRANKSVILLE, WI 53126
262-473-4700

Invoice

Date	Invoice #
01/24/2020	392284
Invoice Total	
\$48,871.55	

<i>Bill To:</i>
CITY OF BURLINGTON 300 N PINE ST BURLINGTON WI 53105

<i>Service Address:</i>
CITY OF BURLINGTON CITY OF BURLINGTON BURLINGTON WI 53105

Account No. 01-7570 4
Due Date 02/24/2020
Service Dates JANUARY 2020

For proper credit please return this portion.

DATE	DESCRIPTION	QUANTITY	AMOUNT	TOTAL			
	* PAYMENTS RECEIVED THIS PERIOD *						
01/24/20	PMT: 38618			-46,256.35			
01/24/20	CONTRACTED BILLING/GARBAG	3269.00	10.30	33,670.70			
01/24/20	CONTRACTED BILLING/RECYCL	3269.00	4.65	15,200.85			
Total Invoice:				48,871.55			
Previous Balance		Payments & Credits		Current Charges		Account Balance	
46,256.35		46,256.35		48,871.55		48,871.55	

JOHNS DISPOSAL SVC. INC.

Account No.: 01-7570 4	Service Dates: JANUARY 2020
Billing Name: CITY OF BURLINGTON	Due Date: 02/24/2020 Invoice #: 392284

APPENDIX C

Bidder Information Sheet

This form is to be completed and submitted to the City as requested. The contents of this questionnaire will be considered confidential. If the City is not satisfied with the sufficiency of the answers to the questionnaire and financial statement, it may require additional information, or reject or disregard the proposal.

1. Company Information:

Name: Johns Disposal Service, Inc.

Address: 7311 Omega Circle

City: Franksville State: WI ZIP: 53126

Phone: (262) 473 - 4700 Fax: (262) 473 - 6775

Email: office@johnsdisposal.com Cell: _____

2. Primary Contact Information:

Name: Nate Austin – Municipal Account Manager

Address: 7311 Omega Circle

City: Franksville State: WI ZIP: 53126

Phone: (262) 473 – 4700 ext. 224 Fax: (262) 473 – 6775

Email: nate@johnsdisposal.com Cell: (262) 473 – 9027

3. When Organized: 1992 Where Incorporated: Whitewater

4. How many years have you been engaged in business under the present firm name?

We have operated under 'Johns Disposal Service' since incorporating in 1992.

5. General character of work performed by your firm.

Johns Disposal provides all levels of municipal and commercial garbage and recycling waste hauling services, including but not limited to: manual garbage and recycling collection, automated garbage and recycling collection, up-the-drive collection, roll-off services, commercial front-load collection, commercial rear-load collection, scrap hauling, yard waste collection, and many other services to meeting the needs of our communities.

6. Present work under contract. (Attach list of present contracts.)

Big Bend, Village	Greendale, Village	Oconomowoc, City
Brighton, Town	Hebron, Town	Orfordville, Village
Bristol, Village	Janesville, Town	Ottawa, Town
Burlington, City	Janesville, City	Paddock Lake, Village
Butler, Village	Jefferson, City	Palmyra, Village
Caledonia, Village	Jefferson, Town	Pewaukee, City
Chenequa, Village	LaGrange, Town	Racine, City
Cold Spring, Town	Lake Geneva, City	River Hills, Village
Darien, Village	Lake Mills, City	Salem Lakes, Village
Dunkirk, Town	Lake Mills, Town	Somers, Town & Village
Eagle, Village	Lannon, Village	Stoughton, City
East Troy, Town	Lima, Town	Sugar Creek, Town
East Troy, Village	Linn, Town	Sussex, Village
Elm Grove, Village	Milton, City	Troy, Town
Elmwood Park, Village	Milton, Town	Union Grove, Village
Fontana, Village	Mukwonago, Town	Walworth, Village
Franklin, City	Mukwonago, Village	West Milwaukee, Village
Genesee, Town	North Bay, Village	Whitewater, City
Geneva, Town	North Prairie, Village	Whitewater, Town
Greenfield, City	Norway, Town	Wind Point, Village

7. Have you ever defaulted on a contract? Yes _____ No X . If the answer is "yes" attach a statement showing where and why.

8. Attach a statement of your experience, including the experience of the principal member of your personnel who will appear on the work under this contract.

Johns Disposal is a local, family-owned and operated garbage and recycling company which has been in business for over 50 years, exclusively serving the communities of SE Wisconsin. We have a proven track-record of success, including our current work in and for the City of Burlington. All three generations of family ownership are still involved in the business.

Nate Austin will serve as the primary contact for the City's contract with Johns Disposal. He has been a part of the company since 2015 and has been the Municipal Account Manager since 2017. Nate reports directly to Dan Jongetjes, General Manager / third-generation owner. Brian Jongetjes, President / second-generation owner is involved in all contract decisions and negotiations.

9. Additional information may be submitted if desired.

If the City opts to sign a new contract with Johns Disposal for manual collection, we will honor our proposed rates for automated collection through the end of 2021, which will allow the City to add garbage carts and reduce costs.

Should the City select automated collection without bulk items, bulk item collection can be added at any time during the contract for an increased cost.

The City may increase to weekly recycling at any time during the contract for an increased cost.

APPENDIX D
Performance Bond

See Attached

APPENDIX E

Submittal Checklist

- Bidder Qualification Statement
- Example of Proposed Tagging System
- Example of Proposed Invoice
- Bidder Information Sheet
- Bid Form A
- Bid Form B
- Bid Bond
- Performance Bond

Dated this 25TH day of February, 2020.

JOHNS DISPOSAL SERVICE, INC.
Name of Organization

By: NATE AUSTIN

Title: MUNICIPAL ACCOUNT MANAGER

State of WISCONSIN

County of RACINE

NATHANAEAL AUSTIN, being duly sworn says that he or she is the
MUNICIPAL ACCOUNT MANAGER OF JOHNS DISPOSAL SERVICE

And that the answers to the foregoing questions and all statements contained herein are true and correct.

Subscribed and sworn to me this 25 day of February, 2020.

Cindy Lou Hartwig

Notary Public

My commission expires: 9-3-2021



Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Johns Disposal Service, Inc.
7311 Omega Circle
Franksville, IL 53126

SURETY:

(Name, legal status and principal place of business)

Berkley Insurance Company
475 Steamboat Road
Greenwich, CT 06830
Mailing Address for Notices

1411 Opus Place, Suite 450

Downers Grove, Illinois 60515

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

City of Burlington
2200 South Pine Street
Burlington, WI 53105

BOND AMOUNT: \$ 5% Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Garbage and Recyclable Collection and Disposal, City of Burlington, WI

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 28th day of February, 2020

Cyndie Chant
(Witness)

Alexa Costello
(Witness) Alexa Costello

Johns Disposal Service, Inc.
(Principal) (Seal)

By: Michael Ault
(Title) MUNICIPAL ACCOUNT MANAGER

Berkley Insurance Company
(Surety) (Seal)

By: Stephen T. Kazmer
(Title) Stephen T. Kazmer Attorney-in-Fact



State of Illinois

County of DuPage

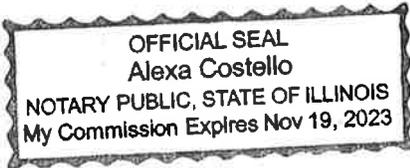
SURETY ACKNOWLEDGEMENT (ATTORNEY-IN-FACT)

I, Alexa Costello Notary Public of DuPage County, in the State of Illinois,

do hereby certify that Stephen T. Kazmer Attorney-in-Fact, of the Berkley Insurance Company who is personally known to me to be the same person whose

name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered said instrument, for and on behalf of the Berkley Insurance Company for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Downers Grove in said County, this 28th day of February, 2020.



Alexa Costello

Notary Public Alexa Costello

My Commission expires: November 19, 2023

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

No. BI-SurePath-a

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint:

Surety Bond No.: Bid Bond
Principal: Johns Disposal Service, Inc.
Obligee: City of Burlington
Amount of Bond: See Bond Form

Stephen T. Kazmer
HUB International Midwest Limited
Downers Grove, IL

its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 25th day of July, 2019.



(Seal)

Attest:
By Ira S. Lederman
Executive Vice President & Secretary

Berkley Insurance Company
By Jeffrey M. Hafter
Senior Vice President

STATE OF CONNECTICUT)
) ss:
COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 25th day of July, 2019, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C RUNDRAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES
APRIL 30, 2024

Maria C. Rundraken
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 28th day of February, 2020.



(Seal)

Vincent P. Forte
Vincent P. Forte

February 25, 2020

Peter Briggs – Director of Public Works
City of Burlington
2200 S. Pine St.
Burlington, WI 53108

RE: Garbage and Recycling Services RFP

Mr. Briggs,

In response to the City's request for proposals for garbage and recycling services; at this time Waste Management of Wisconsin, Inc. will have to decline to bid. Our decision is based solely on the short turnaround time to start servicing the City on May 1, 2020, along with the required capital needed to acquire to service the City's needs.

If the City would be willing to delay the service start date of a new contract to January 1, 2021, we would welcome the opportunity to provide a proposal to the City in the future. Please keep us in mind. We wish the City the best of luck in the process and look forward to the opportunity to work with you in the future. If you have any questions please feel free to contact me at 262-250-8390.

Respectfully,



Tony Knoeck
Public Sector Services
Waste Management of Wisconsin, Inc.



COMMITTEE OF THE WHOLE

ITEM NUMBER 7A

DATE: April 8, 2020

SUBJECT: **ORDINANCE 2057(23)** - To amend Section 278-81, "Public Site Fee" and create Section 278-81.1, "Park Facilities Impact Fee" of the City of Burlington Municipal Code.

SUBMITTED BY: Nicholas Faust, Intern

BACKGROUND/HISTORY:

Based on feedback received at the February 19, 2020 Committee of the Whole meeting, the attached ordinance was drafted to create Park Facility Impact Fee in the amount of \$975 per dwelling unit to account for new capital facility costs incurred to accommodate the needs of land development, costs such as developing a new park facility. This impact fee will be in addition to the already existing Public Site Fee. All other language within Chapter 278 of the Municipal Code will remain the same.

BUDGET/FISCAL IMPACT:

Should the Common Council increase the public site fee of \$680 and implement a park facility impact fee of \$975, the Park Department could see an additional \$1,655 per unit.

RECOMMENDATION:

It is recommended by the Park Board and City Staff that a park facility impact fee be established at \$975 per dwelling unit.

TIMING/IMPLEMENTATION:

This item is for discussion at the April 8, 2020 Committee of the Whole meeting, and due to timing is scheduled for final consideration at the Common Council meeting the same night.

Attachments

Ordinance 2057(23)

Park Facilities Needs Analysis

AN ORDINANCE TO AMEND SECTION 278-81 AND CREATE SECTION 278-81.1, “PARK FACILITIES IMPACT FEE” OF THE CITY OF BURLINGTON MUNICIPAL CODE

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

- I. Section 278-81 of the City of Burlington Municipal Code entitled, “Public Site Fee” is hereby amended as follows:

If the subdivision does not contain lands to be dedicated as required in § 278-9 and 278-51, the City Plan Commission shall require a fee for the acquisition and development of public sites to serve the future inhabitants of (i) a final plat for a residential subdivision, and/or (ii) a proposed final development plan containing residential dwelling units. Said fee shall be paid to the City Clerk at the time of first application for approval of a final plat of said subdivision in the amount as set by the Common Council for each dwelling unit within the plat. Public site fees shall be placed in a separate service district fund by the City Clerk to be used only for the acquisition and development of park sites which will serve the proposed subdivision. Said fund shall be established on the basis of the service area of existing or proposed park facilities.

- II. Section 278-81.1 of the City of Burlington Municipal Code entitled, “Park Facilities Impact Fee” is hereby created as follows:

278-81.1 Park Facilities Impact Fee

A. Appropriateness and use of fee. The Common Council has determined that it is appropriate to impose and use impact fees to pay for the capital costs for park facilities that are necessary to accommodate new land development without decreasing current levels of service in the City. The impact fees are being imposed in accordance with § 66.0617, Wis. Stats., and the needs assessment and methodology set forth in the Impact Fee Report for Park Improvement (“Needs Assessment Report”) on file in the office of the City Clerk.

B. Payment of the Park Facilities Impact Fee. At the time of the submission to the City of an application for the approval of (i) a final plat for a residential subdivision, and/or (ii) a proposed final development plan containing residential dwelling units, the applicant shall pay to the City the then-established Park Facilities Impact Fee based on the number of residential dwelling units in the proposed subdivision/plan (hereinafter referred to as the “Proposal”).

C. Trueup. Upon the approval by the City of the final version of the Proposal, the amount of the Park Facilities Impact Fee shall be recalculated, based on the number of residential dwelling units in the approved Proposal. Within thirty (30) days after the date of the final approval of the Proposal by the City, the parties shall make any required trueup payments between themselves, based on the Fee schedule in place at the time of the original Fee payment.

D. Return of the Payment. In the event the City fails to approve the Proposal, or the submitter of the Proposal withdraws the Proposal before approval of the same by the City, the City shall, within thirty (30) days after a written request is made to the City by the submitter of the Proposal, for the return of Park Facilities Impact Fee, the City shall pay to the payor of the fee the Park Facilities Impact Fee originally paid to the City for the Proposal.

II. This ordinance shall take effect and be in full force after its passage and publication as required by law.

Introduced: March 17, 2020
Adopted:

Jeannie Hefty, Mayor

Attest:

Diahnn Halbach, City Clerk



City of Burlington
Park Facilities Needs Analysis

Section One: Introduction

Overview/Statement of Purpose

The purpose of this document is to carry forth a formative needs assessment for parks and recreational facilities within the City of Burlington. The results of this study will then be used to review and revise its current public site fee charges. These public site fee charges are used by the City to account for the new park and recreational needs brought about by new development. This study is coming at an appropriate time as the public site fee itself has not been revised since 1982, the City is looking towards new development opportunities and it coalesces with the newest iteration of Burlington's Comprehensive Outdoor Recreation Plan.

This study document will include an analysis of demographic trends, an inventory of existing parks, future parks, and proposed impact fee calculations. The aforementioned information was utilized in calculating the proposed impact fee per new dwelling unit, included in this study.

In accordance with Wisconsin State Stat. Chapter 66.0617 (2), "a municipality may enact an ordinance under this section that imposes impact fees on developers to pay for the capital costs that are necessary to accommodate land development." Before enacting impact fees a municipality must first conduct a Public Facilities Needs Assessment to properly assess the needs of the community, and the possible costs associated with acquiring and construction of current or new parkland.

The funds collected must be used with a ten-year time frame. If the collected impact fees are not used within ten years the municipality must then refund the fee, or apply for a three year extension.

A public hearing with class one notice was held on March 17, 2020 according to Chapter 66.0617 (3).

Section Two: Background Information

Demographic Trends and Population Projections

The overarching trends of population growth within the City suggest Burlington will continue to add population over the coming decade. This is evidenced by the City’s 2018 population estimate from the U.S. Census Bureau. This Census data indicates Burlington has already surpassed the 2020 population projection the State Department of Administration (DOA) issued in 2013. This broad trend infers that development opportunities are likely to present themselves in and around the community. The second figure demonstrates a downward trend in the average size of households in the City.

Figure #1, below, uses U.S. Census population information from 2010 and 2018 and population projections from the State DOA Demographic Services Center provided in 2013, the last available year for municipal population projections. Figure #2 utilized U.S. Census data to show the average household size for the City, both in 2010 and the last year available.

Figure #1: City of Burlington Population Projections

	2010	2018 Est.	2020	2025	2030
Population	10,464	11,003	11,000	11,310	11,570
Source: U.S. Census (2018) and Wisconsin Department of Administration (2013)					

Figure #2: City of Burlington Average Household Size

Average Household Size	
2017	2.34
2010	2.43
Source: American Community Survey, U.S. Census (2018)	

Overview of Existing Parks

As aforementioned, this document will evaluate the existing parkland currently within the City of Burlington. A point to note about this is that parklands not owned by the City, say playgrounds at schools, will not be included in this analysis. This is justified in that as it relates to usage, the general public does not have priority when it relates to school and privately-held park spaces. Figure #3 lists the existing active use parks within the City of Burlington and calculates a per 1,000 resident acreage total based upon the estimated population of the City using the 2018 Census Bureau estimate. City-owned conservancy parkland is not counted in this figure as its primary function is not recreation.

The City’s most recent Comprehensive Outdoor Recreation Plan utilizes the National Park and Recreation Association’s (NPRA) recommended standards to assess Burlington’s current inventory of parkland. Overall, Burlington is recommended to have 10.5 acres of parkland per 1,000 residents. The NPRA standards break down further the recommended acreage for each category of park, the figure below demonstrates those figures.

Figure #3: NPRA Recommended Acreage Standards by Park Type

Mini Parks	0.5 acre/1,000 residents
Neighborhood Parks	2.0 acre/1,000 residents
Community Parks	8.0 acre/1,000 residents
Total	10.5 acre/1,000 residents

To assess if Burlington is meeting these recommend standards, we can inventory the existing active use park acreage, overall and by type. The figure below outlines that inventory and measures the City's acreage per thousand. For this acreage calculation, it uses the City's 2018 estimated population of 11,003. The inventory also lists the category of "Special Parks" which includes specialty athletic fields and open spaces with passive amenities, this category does not have a national standard however is included in the overall acreage of the City's active use parks.

Figure #4: City of Burlington Existing Active Use Parks

Park Name	Park Acreage	Acreage per 1,000 Residents
Mini-parks		
Benson	0.55	0.05
Bev-Jo	1.63	0.15
Meinhardt	0.34	0.03
Steinhoff	1.69	0.15
Wagner	1.59	0.14
Wehmhoff	0.87	0.08
Westedge	1.69	0.15
Total Mini-parks	8.36	0.76
Neighborhood Parks		
Riverfront	1.66	0.15
Riverside	4.35	0.40
St. Mary's	21.33	1.94
Wehmhoff Jucker	3.28	0.30
Total Neighborhood Parks	30.62	2.78
Community Parks		
Devor	4.63	0.42
Echo	10.48	0.95
McCanna	33.3	3.03
Total Community Parks	48.41	4.39
Special Parks		
Beaumont/Congress	7.42	0.67
Grove Street	0.31	0.03
Hintz	6.71	0.61
Sunset	1.91	0.17
Water Tower	0.06	0.01
Special Park Acreage	16.41	-
Total Park Acreage	103.8	9.43

As the figure indicates, the City has 9.43 acres of parkland per 1,000 residents. This indicates that at the City's present population, we are 1.07 acres per 1,000 residents' deficient of the recommended standard. It is however above the minimum required of 6.5 acres per 1,000. To achieve the recommended standard, at the City's current population, we would need to add 11.73 acres of parkland.

By 2030, the City is expected to add 567 residents, projecting a population of 11,570 residents. With the current total park acreage of 103.8, the projected 2030 park acreage ratio would be 8.97 acres per thousand residents. With these figures, the City would need to add 17.69 acres of parkland by 2030 to satisfy the recommended service level.

Service Area

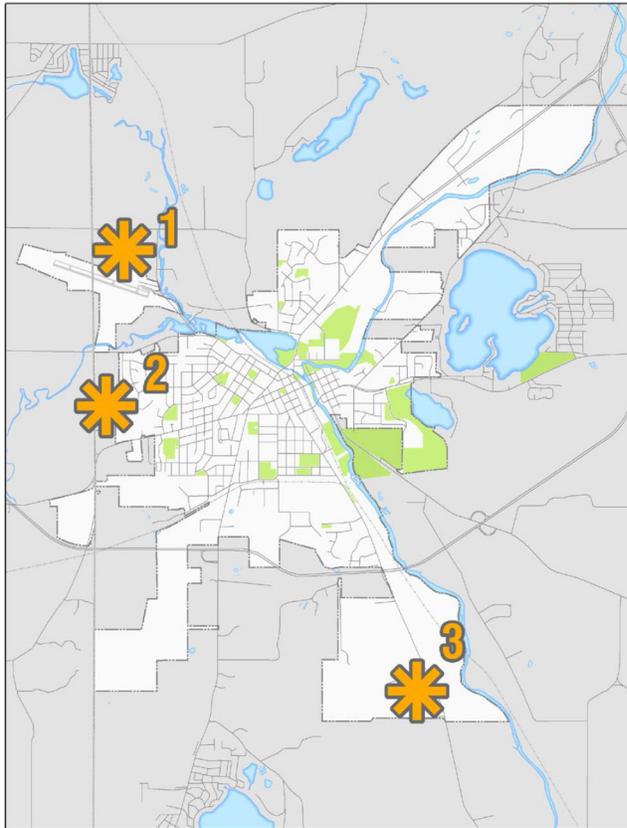
For this analysis the service area examined in the study is defined by the municipal boundary of the City of Burlington

Future Parks

The 2009 Multi-Jurisdictional Comprehensive Plan for Racine County: 2035 outlined in part potential locations for two future parkland developments to serve residents of the City of Burlington. Both developments were projected to be approximately 20 acres in size and on the far northwest of the City. The first proposed park development is located to the north of the Burlington Municipal Airport and south of Spring Prairie Road. Proposed site # 2 is designated to be approximately south of State Highway 11 and directly east of Mormon Road. It is important to note that both sites are outside of City limits as jurisdictional lines currently delineate. Both proposed parkland developments #1 and #2 are have been charted in figure #4 below, a map of proposed future park locations pulled from the City's 2020 Comprehensive Outdoor Recreation Plan

As residential development plans have also been proposed for a subdivision on the southern periphery of the City limits, a third proposed parkland parcel would be proposed at the time of said development. This proposed site #3 has been charted on the map in the approximate area of the development. The City's contracted recreation advisor recommends that the City insist satisfactory "useable" land is set aside as a part of any proposed development in this area to accommodate the needs of future residents. These needs would be exacerbated by the relative recreation isolation the potential residents of this subdivision would face, separated from existing City parkland by State Highway 11 to the north.

Figure #4: Proposed Futrue Park Locations



Source: 2020 City Comprehensive Outdoor Recreation Plan

Section Three: Analysis and Recommended Impact Fee

Projections for Future Park and Recreation Facilities

This section of the analysis aims to detail the overall and capital costs associated with providing new park and recreation facilities. This information will help inform the City of Burlington when making future budgeting and planning decisions related to City Parks. It will also help form a fee schedule that equitably balances the costs for new park facilities with new development.

The City of Burlington's population is expected to increase by 567 in the next 10 years. Utilizing the average household size (2.34 persons), we can assume this means the addition of 242.31 dwelling units. Given the City's current park deficiency and this projected population growth, the City would need to add approximately 17.69 acres of park to achieve a ratio of 10.5 acres per 1,000 residents. Since the existing deficiency would require 11.73 acres to be added, we can see that 5.95 acres, 34%, of the 2030 deficiency will be growth-related.

Figure #6: Additional Acres Needed to Maintain Current Standard Based on Projections

Calculation	Value
Projected Add. Pop. In 2030	567
Projected Add. Households In 2030	242.31
Additional Acres of Park Needed to achieve NPRA standard by 2030	17.69
Growth related portion of the additional park acres needed by 2030	5.95
Growth related percentage of 2030 park facility needs	34%

That being said the City’s current ordinance requires subdividers to dedicate one acre of parkland per 100 units of residential development. While we could calculate the fee-in-lieu of land dedication based upon the projected 242 residential units to be added and subsequently the needed park acreage to achieve a specific standard, due to the ordinance requirements clearly stating the one-acre per 100 units requirement, we will calculate the dedication fee based upon the ordinance requirements.

The estimated cost of acquiring one acre of land of undeveloped residential land in the City is \$68,000. This average was arrived at by staff from Accurate Appraisal, the City’s contracted firm for property assessment, who examined land assessments for undeveloped residential properties in the City. The properties examined ranged in zoning designation from Rs-1, Rs-2, Rs-3, Rd-2, Rm-1, Rm-2, Rm-2/C-1.

Figure #6, on the following page, demonstrates the projected costs associated with acquiring land equivalent to the ratio of one acre per 100 units as dictated by ordinance. Should a developer choose not to dedicate land or not have land suitable for dedication, this cost equation will be used to set a “fee-in-lieu of land dedication” that the subdivider is to per each unit of development.

Figure #6: Parkland Dedication Requirements and Fee-In-Lieu of Land Dedication

Calculation	Value
A. Units Added	100
B. Required Dedication Acreage per 100 Units	1
C. Calculated Land Dedication Requirement per Dwelling Unit in Acres (Row A/Row B)	0.010 Acres
D. Land Cost per Acre Estimate (Based upon vacant, undeveloped residential land assessments from 2019)	\$68,000
E. Calculated Fee-in-Lieu of Land Dedication per Dwelling Unit (Row F/Row A)	\$680.00

The ratio at which the City requires developers to dedicate parkland could be examined further to better achieve NPRA standards. However with that being said the City’s current ordinance requires subdividers to dedicate one acre of parkland per 100 units of residential development. The “fee-in-lieu of land dedication”, based upon the donation requirement proscribed by ordinance and the average residential land assessment, is \$680. Whereas a park impact fee, discussed in the following section, should be applied regardless of dedication, this fee-in-lieu of land dedication again will not be charged should a developer dedicate land for park spaces that meets the City requirements for dedication.

Park Facilities Impact Fee

In addition to factoring the costs for land acquisition as it relates to developing parkland, the capital costs associated with developing the acquired land may also be factored to determine a park facility impact fee. The proceeds of this fee must be spent on capital costs associated with developing previously non-existent recreation space to serve new development. To arrive at the overall costs associated with the capital development of a park facility, the analysis will use projected cost figures from the City of Burlington’s 2020 Comprehensive Outdoor Recreation Plan (CORP) as well as recent costs incurred from similar projects. The City’s CORP lays out estimated facility improvement costs associated with developing a neighborhood park. This is the park type that would usually accompany a subdivision development and would most likely be developed at the three proposed park locations sited in the CORP. For this report, certain features laid forth in the CORP’s example facility were omitted from the improvement cost calculation. These items were omitted because of both their specialty nature and the likelihood they would not be included in a neighborhood park. Omitted from the improvement cost figure:

- Splash Pad: \$250,000
- Softball/Baseball Diamond and Plaza: \$105,000
- Trail Network: \$50,000
- Exercise Equipment \$25,000

Certain capital costs were also figured considering recent capital expenses occurred by the City for similar projects. The park features that were included, and their accompanying costs, are listed in Figure #7 below.

Figure #7: Example Park Facility Improvement Costs

Park Facility Improvement Categories	Value
A. Play Area	\$125,000
B. Shelter	\$150,000
C. Parking Lot	\$40,000
D. Park Lighting	\$75,000
E. Landscaping	\$20,000
F. Tennis/Basketball Courts	\$50,000
G. Other costs (utilities, grading, site furniture, drinking fountains, signage, demo)	\$235,000
Estimated Initial Improvement Costs for a New 6-acre Neighborhood Park	\$695,000

As noted above, the estimated cost for facility improvements in creating a six-acre neighborhood park is \$695,000. With any capital project of this nature, it is important to note that the unique factors that impact the project could lead to actual costs being inflated.

To determine an equitable cost share for the development of new parkland, we can start by taking the above overall estimate of a typical park facility development that accompanies a residential development and apply the projected growth-related share of that project. Utilizing the current inventory of park acreage and population projections, we determined that by 2030, 34% of the need for new park facilities will be related to new development.

Taking the typical park improvement costs associated with developing a neighborhood park in a new residential development and figuring that 34% of that cost is growth-related, we find that \$236,300 is the new development's share of the overall cost. If we were to take the \$236,300 and divide it by the additional 242.31 households of projected growth in the City by 2030, we arrive at a rounded total of \$975. This figure then represents the individual park facilities impact fee per housing unit.

Park Facilities Impact Fee Cost Breakdown	Value
A. Overall Improvement Costs for Example 6-acre Park	\$695,000
B. Growth-related share of costs (Row A*0.34)	\$236,300
C. Growth-related share per projected additional household (Row B/242.31)	\$975

The figure of \$975 could be used as a recreational facility fee rate to charge for each unit of development. Whereas the fee-in-lieu of land dedication would only be applied should a developer be unable or choose not to dedicate park space, this portion of an overall impact fee would be applied regardless.

Total Fees

Adjusting the City of Burlington's development fees in relation to park facilities should reflect both the cost of parkland acquisition and park facility improvements. Projected population growth highlights the need for the continued development of parkland to achieve recommended national standards. It is also imperative that the costs associated with developing new parkland be equitably distributed and not unduly be assumed by existing Burlington residents.

The City's current fee-in-lieu of land dedication or "public site fee", which is charged at a rate of \$500, has not been adjusted since it was first set in 1982. Further, this "public site fee" is only applied when a subdivider cannot or chooses to not dedicate qualifying land for park spaces. This means that the fee does not account for the capital improvement costs associated with constructing a new park for new residential development.

Given the current residential land values in Burlington, as determined by the vacant residential land assessments attached, and the City's ordinance requiring one acre be dedicated per 100 units, the "fee-in-lieu of dedication" is recommended to be adjusted to \$680 per residential unit. This fee is again charged only in-lieu of a subdivider dedicating land that meets the City's standards for parkland development.

In addition to this fee-in-lieu of land dedication, this study also outlines the rate at which the City should charge subdividers, regardless of land donation, for the cost of capital improvements for new parklands. Utilizing the cost estimates for the development of a neighborhood park and the projected share of those costs tied to growth, it is recommended a park facility impact fee be established at \$975 per unit.

Together, both of these fees as recommended can be combined to a total of \$1,655. If a subdivider possesses the land that meets parkland requirements and chooses to dedicate it accordingly, the fee-in-

lieu of land dedication portion of the total impact fee should be subtracted. This would mean only the park facility impact fee of \$975 would be charged per housing unit, with those funds purposed towards improvements on dedicated land.

Total Park Fees	
Combined Park Fees (Both fee-in-lieu of land dedication and park facility impact fee)	\$1,655
Park Facility Impact Fee-Only (After the dedication of acceptable parklands)	\$975

Section Four: Impact on Affordable Housing

Wisconsin state statute requires that this analysis estimate the impacted effect of imposing the fees above on affordable housing within the community. Factoring in the current affordable housing options in our community is an important component to consider when assessing the ability to implement the proposed fees. For this analysis, it is assumed that housing in the City of Burlington is affordable if:

- Cost of the monthly mortgage payment consumes no more than 30 percent of an adjusted gross income;
- Homeowners borrow no more than 2.5 times the City of Burlington’s median household income for a home mortgage; and
- Homeowners would make a minimum down payment of 5% of the total home cost

In compliance with state statute, figure #10 shows the estimated costs of an average mortgage in the City of Burlington, should the homeowner borrow 2.5 times the City’s median household income, with and without the proposed park fees. The estimated median household income in the City was \$59,627 in 2018, according to the most recent Census Bureau information. The increase in monthly mortgage payments due to the imposition of the recommended park fees is \$9 per month. Therefore, using the assumptions for an affordable home in the City of Burlington, this study finds that the recommended park fees have a minimal impact on the provision of affordable housing in the City of Burlington.

Figure #10: Impact on Low Income Housing

Calculation	Value
A. Median Household Income*	\$59,627
B. 2.5 times the City of Burlington Median Household Income (Mortgage Amount)	\$149,067
C. Total Cost of Assumed Affordable Home	\$156,913
D. Monthly Payment on a 30-year Mortgage with 5% Interest	\$800
E. Total Recommended Park Fees (Assumes both the fee-in-lieu and park facility impact fee are charged)	\$1,655
F. Monthly Mortgage Payment including Recommended Park Fees	\$809
G. Total Park Fees Cost per Month on Affordable Mortgage (Row D- Row F)	\$9

*Source: American Community Survey, 2014-2018 estimates, U.S. Census Bureau



DATE: April 8, 2020

SUBJECT: MOTION 20-959 - To approve an application for a Joint Effort Marketing Grant (JEM) for Destination Marketing.

SUBMITTED BY: Carina Walters, City Administrator

BACKGROUND/HISTORY:

The Branding Committee and staff seek support to move forward with the “City of Trails” and filing the JEM grant to hire a third-party consultant refine the concept, create various logos, identify the necessary identification for wayfinding for a future implementation. To accomplish this, the City of Burlington has met with David Spiegelberg of the Department of Tourism and Dave Blank of Real Racine specifically regarding the Joint Effort Marketing Grant (JEM) or Destination Marketing grant. Projects must include a partnership of at least three municipalities or communities who all benefit from increasing visitor expenditures as a result of the project. To date, the City has received a letter of support from the Village of Rochester, Village of Waterford and the Town of Lyons as recreational trails traverse through our communities. There are two facets within this grant: a development option and marketing option.

The Destination Marketing grant is a 3-year cycle that allows the City to refine and define its vision for a rebrand. In year 2, a marketing brand and message would be identified and year 3 is implementation. Guidelines for the grant include: reimbursement up to \$39,550 for the first year of the grant, and possible grants for subsequent years.

This journey began in 2015 when the Burlington Common Council approved its 2016-2018 Strategic Plan. One of the Strategic Priorities outlined Economic Development which incorporated thriving retail areas and the overall reduction of empty storefront buildings. The city’s empty storefronts have dramatically reduced; however, have not been completely eliminated. This is key as thriving downtowns increase tourism. In 2016, as a part of this Strategic Priority, the City and Racine County Economic Development Corporation (RCEDC) completed a Downtown Strategic Plan facilitated by Wisconsin Economic Development Corporation (WEDC) that outlined priorities for the city through its merchants. An outcome of the WEDC Downtown Strategic Plan spurred several committees each comprised of business owners and city staff that included various degrees of success. The four committees emerged as:

- An Organization Committee responsible for researching other municipal counterparts to identify/ educate business owners on various forums featuring topics of interest and vet a Business Improvement District.
- A Design Committee charged with improving the overall downtown aesthetics including processes as the City has a Historic Preservation Commission.
- An Economic Vitality charged with identifying property owners to address deferred maintenance and create marketing materials.
- A promotions Committee to engage existing organizations and market downtown to enhance and increase tourism and economic development.

In 2018, Racine County, Real Racine, The City of Burlington and the Village of Waterford, hired Roger Brooks to “secret shop” each of the communities and to provide an overall assessment specific to Tourism and Marketing. In the City of Burlington, Roger Brooks outlined approximately seventy-three (73) areas of improvement from branding to wayfinding signage. Based on the momentum of the Destination Assessment, the Re-Branding Committee was formed. This community minded group comprised of local businesses utilized Roger Brooks’ Step-By Step Guide to Branding ultimately vetting four possible Branding themes for the City of Burlington. The “City of Trails” rose to the top in which the committee held a public meeting and had over 30 signatures from the

local business supporting the endeavor. The recommendation of the Branding Committee has been presented to the City of Burlington Park Board and Common Council; however, questions still remain. It is with the guidance of the consultant to refine a clear, concise message for future messaging.

This evening, Andrew Lynch, chair of the Branding Committee to present the committee's work to date promoting "City of Trails".

BUDGET/FISCAL IMPACT:

Should the City receive 4 letters of support, the total grant awarded dollars for year one will be \$39,995 and the City's portion would be approximately \$40,000. These dollars will come from the Economic Development Fund.

RECOMMENDATION:

Staff recommends approval to submit an application for a Joint Effort Marketing Grant (JEM) for Destination Marketing.

TIMING/IMPLEMENTATION:

This item is for discussion at the April 8, 2020 Committee of the Whole meeting, and due to timing is scheduled for final consideration at the Common Council meeting the same night.

Attachments

City of Trails Presentation
JEM Grant Memo



1

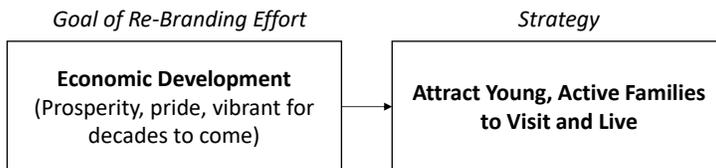
Our Thought Process

Goal of Re-Branding Effort

Economic Development
(Prosperity, pride, vibrant for decades to come)

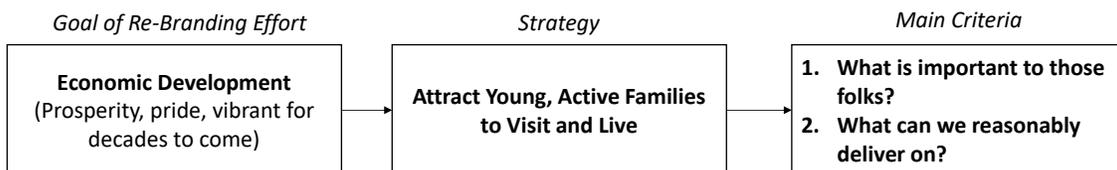
2

Our Thought Process

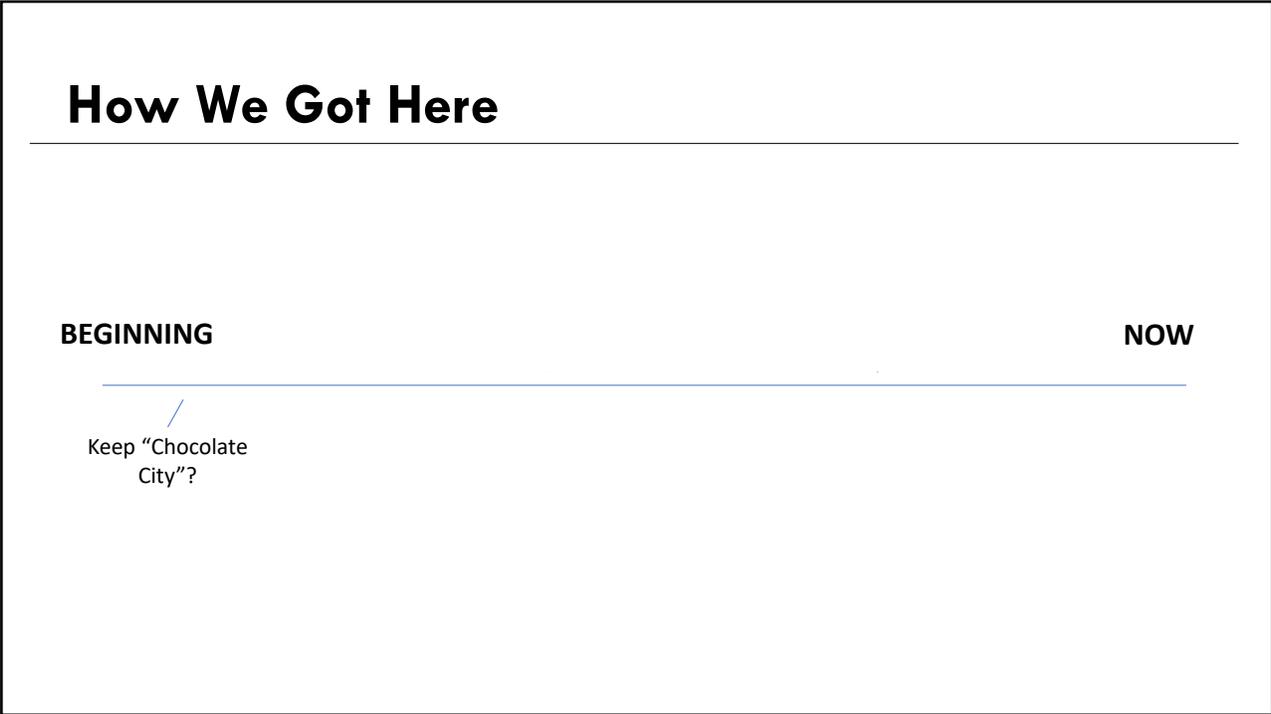


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Our Thought Process



4

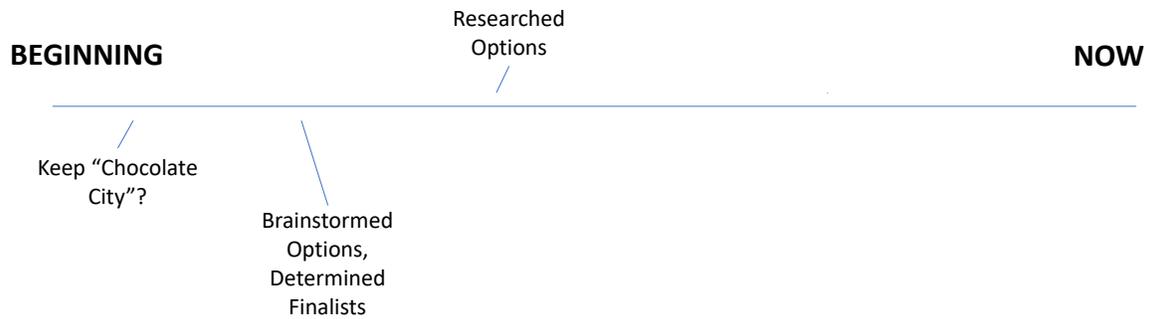


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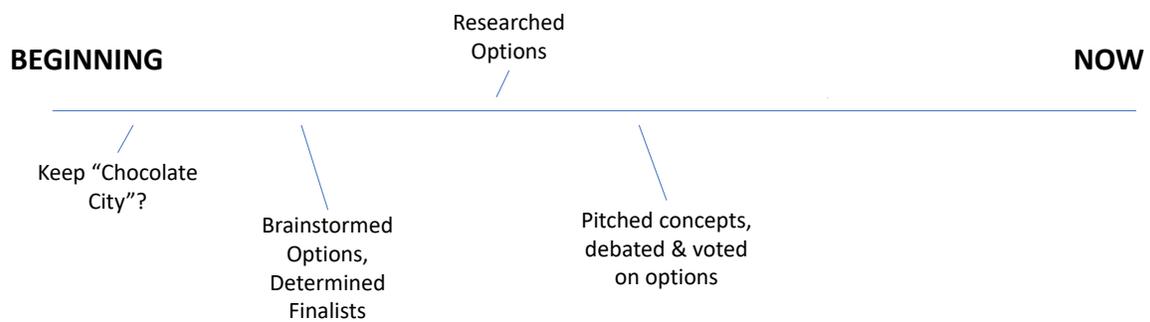
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How We Got Here



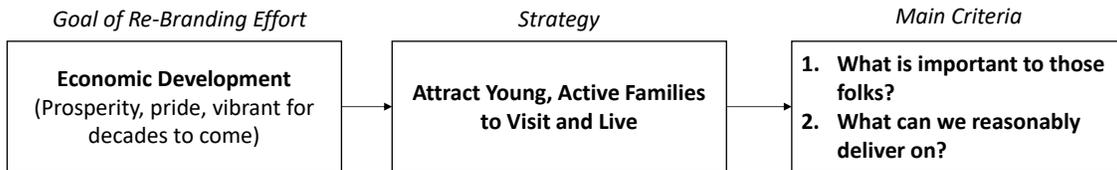
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How We Got Here



8

Why City of Trails WINS



11

Why City of Trails WINS

1. Trails mean “Quality of Life”
2. Always Available (Not reliant on events, particular businesses, or a season)
3. Homebuyers rank proximity to walking and biking paths as key decision factors
4. Appealing to residents & visitors, retiring boomers & upwardly moving millennials
5. Gives economic opportunity to wide range of people
6. Great opportunities for public/private partnerships

12



Walking/Running Trails

13

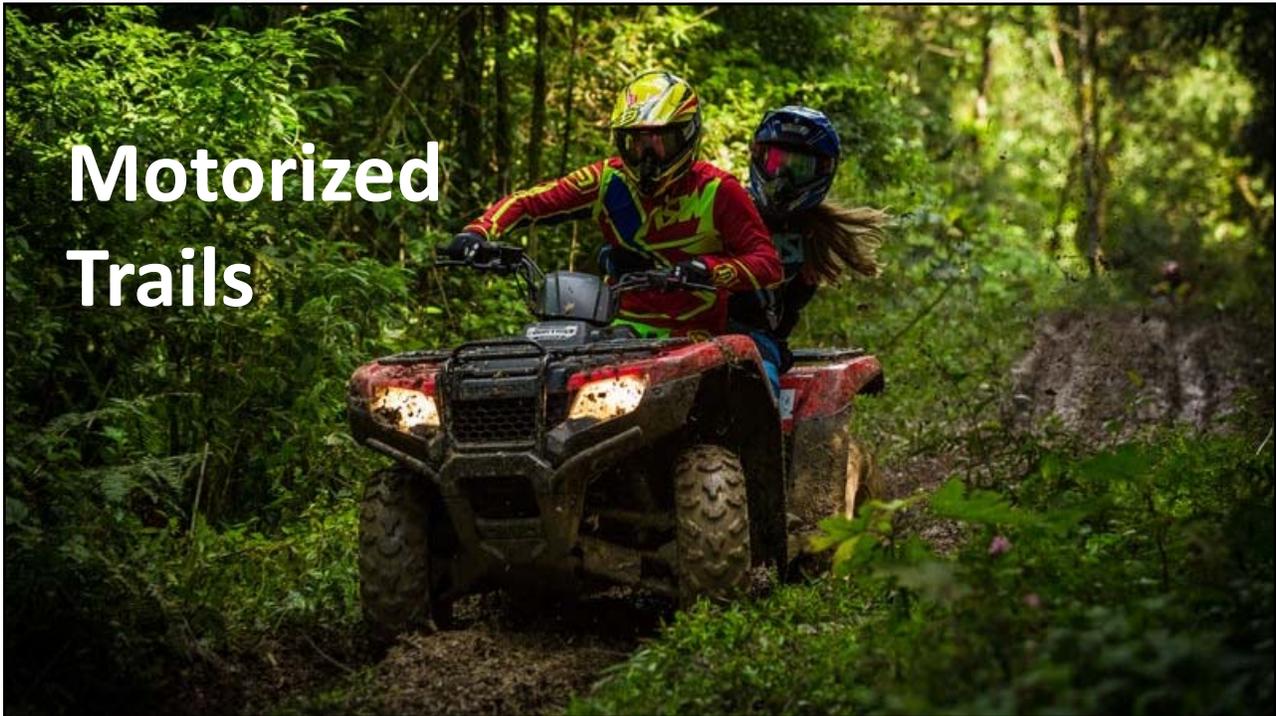


Mountain Biking Trails

14



15



16



Winter Motorized Trails

17



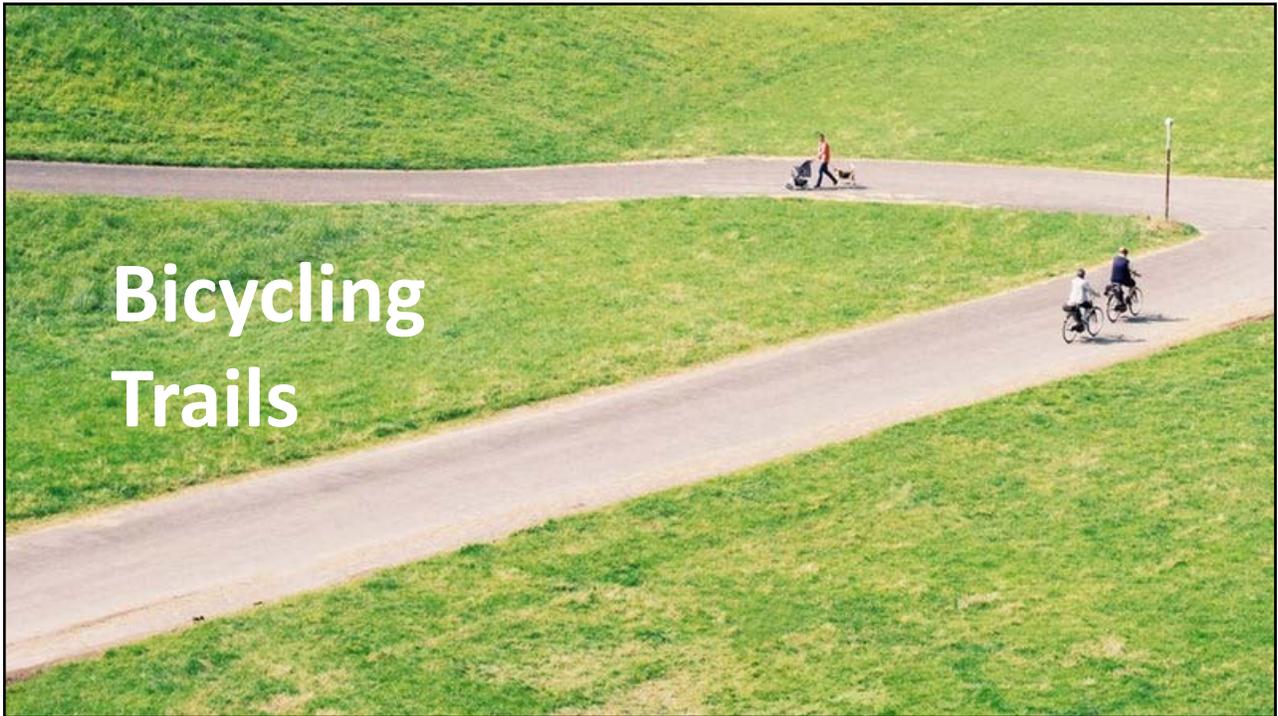
Winter Non - Motorized Trails

18



Water Trails

19

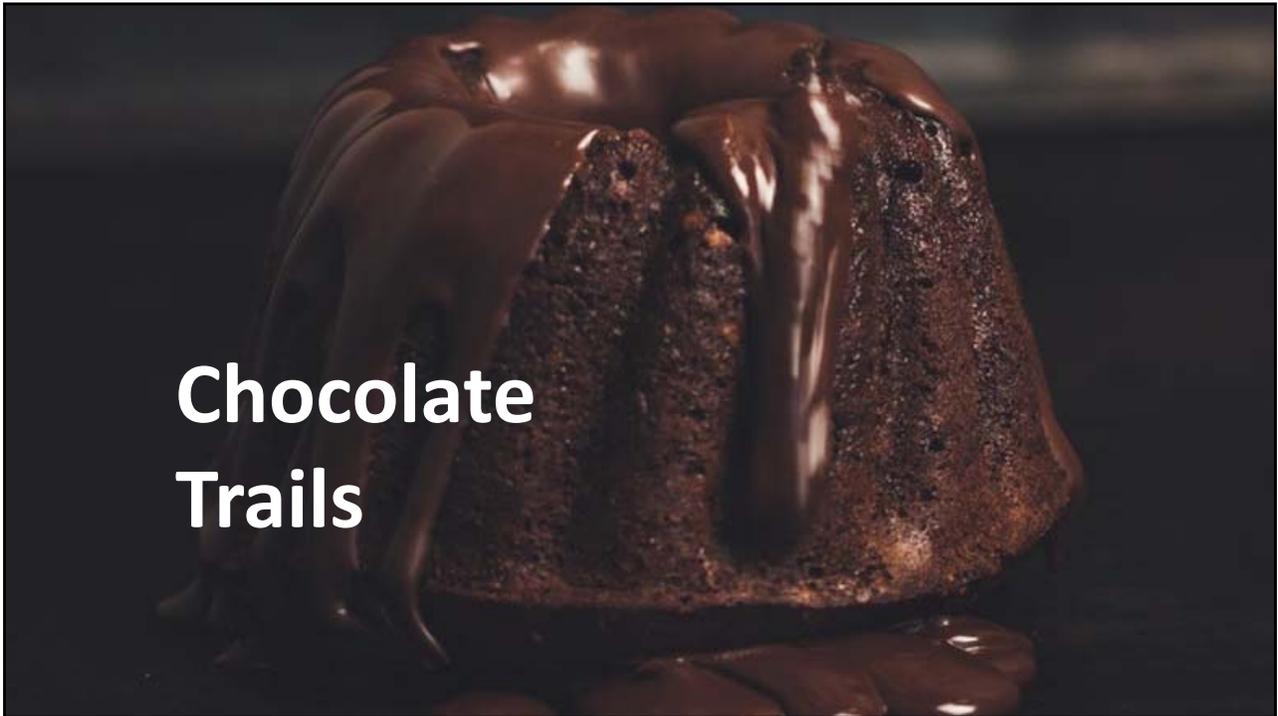


Bicycling Trails

20



21



22

**Insert Your
Trail Here**

23

Why City of Trails WINS

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24

Why City of Trails WINS

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25

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How Trails Provide Economic Opportunity

1. Trails increase the value of nearby properties.
2. Trails boost spending at local businesses. Restaurants, snack shops, retailers, hotels, bed and breakfasts, and outdoor outfitters
3. Trails make communities more attractive places to live.
4. Trails influence business location and relocation decisions.
5. Trails revitalize depressed areas.

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Why City of Trails WINS

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29



30

Where We Are vs Where We Want to Be

WHERE WE ARE NOW

Some good trails...

...with okay signage

...that are well maintained

...that some people know about

...in a city about Chocolate

31

Where We Are vs Where We Want to Be

WHERE WE ARE NOW

WHERE WE WANT TO BE

Some good trails...

Lots of great trails...

...with okay signage

...with awesome signage

...that are well maintained

...that are well maintained

...that some people know about

...that everyone knows about

...in a city about Chocolate

...in a city about Trails

32

Where We Are vs Where We Want to Be

WHERE WE ARE NOW	WHERE WE WANT TO BE	WHAT'S NEEDED PART 1
Some good trails...	Lots of great trails...	More great trails
...with okay signage	...with awesome signage	New signs
...that are well maintained	...that are well maintained	Continued Commitment from the City
...that some people know about	...that everyone knows about	City-wide signals & Strong online presence
...in a city about Chocolate	...in a city about Trails	An unmistakable identity shift

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QUESTIONS?

Thank you!

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Heidi Schultz
Department of Tourism
201 W. Washington Ave.
P.O. Box 8690
Madison, Wi 53708

April 1, 2020

Re: Destination Marketing (JEM Grant) Year 1

Ms. Schultz,

The City of Burlington aka “Chocolate City” is excited to file a Joint Effort Marketing Grant (JEM) to the Wisconsin Department of Tourism regarding the city’s re-branding effort. The goal of the Destination Marketing Grant will serve the City by refining the work of various studies completed by the City, Burlington Area Chamber of Commerce, the Promotions/ Re-Branding grass roots Committee and Racine County and Real Racine’s (Racine County Convention and Visitors Bureau) opportunity Assessment completed by Roger Brooks, International to finalize a branding, and creating a marketing effort. By engaging a consultant, the identified re-brand or “City of Trails,” will need refinement in the philosophy, theme, and foundation that will pave the way for our future marketing effort. The marketing effort will ripple to our neighboring communities to include Racine County, the Towns of Burlington and Lyons, and the Village of Rochester and Village of Waterford, who have provided letters of support in this exciting endeavor. Each of these communities have a connection to Burlington either by the Seven Waters Bike Trail, Fox River Waterway Trail, White River State Trail touch and/or are in close proximity to the trail(s) for pedestrian/ bicycle access; whereas, regionally economic development may organically occur.

This journey began in 2015 when the Burlington Common Council approved its 2016-2018 Strategic Plan. One of the Strategic Priorities outlined Economic Development which incorporated thriving retail areas and the overall reduction of empty storefront buildings. The City’s empty storefronts have dramatically reduced; however, have not been completely eliminated. This is key as thriving downtowns increase tourism. In 2016, as a part of this Strategic Priority, the City and Racine County Economic Development Corporation (RCEDC) completed a Downtown Strategic Plan facilitated by Wisconsin Economic Development Corporation (WEDC) that outlined priorities for the City through its merchants. An outcome of the WEDC Downtown Strategic Plan spurred several committees each comprised of business owners and city staff that included various degrees of success. The four committees emerged as:

- An Organization Committee responsible for researching other municipal counter parts to identify/ educate business owners on various forums featuring topics of interest and vet a Business Improvement District.
- A Design Committee charged with improving the overall downtown aesthetics including processes as the City has a Historic Preservation Commission.
- An Economic Vitality charged with identifying property owners to address deferred maintenance and create marketing materials.
- A promotions Committee to engage existing organizations and market downtown to enhance and increase tourism and economic development.

In 2018, Racine County, Real Racine, The City of Burlington and the Village of Waterford, hired Roger Brooks to “secret shop” each of the communities and to provide an overall assessment specific to Tourism and Marketing. In the City of Burlington, Roger Brooks outlined approximately seventy-three (73) areas of improvement from branding to wayfinding signage. Based on the momentum of the Destination Assessment, the Re-Branding Committee was formed. This community minded group comprised of local businesses utilized Roger Brooks’ Step-By Step Guide to Branding ultimately vetting four possible Branding themes for the City of Burlington. The “City of Trails” rose to the top in which the committee held a public meeting and had over 30 signatures from the local business supporting the endeavor. The recommendation of the Branding Committee has been presented to the City of Burlington Park Board and Common Council; however, questions still remain. It is with the guidance of the consultant to refine a clear, concise message for future messaging.

As the re-branding effort is a public/private collaboration, the City has increased its room tax collection from 6% to 8%, the Burlington Chamber of Commerce and Real Racine and local merchants have committed funding over the next several years to ensure the implementation of the re-brand is a joint undertaking. This includes the funding of Way Finding Signage necessitated to brand the City. We anticipate approximately \$500,000 over five years in additional revenue to assist with signage and wayfinding signage and perhaps minor capital infrastructure relating to the rebranding.

Project Objective:

The City of Burlington’s current brand is “Chocolate City, USA” that was trademarked in 1987 (trademark expired in 2007) in conjunction with the announcement of the Chocolate Festival a.k.a. ChocolateFest. ChocolateFest is held annually over Memorial Day weekend. As articulated above, the City is looking to rebrand ourselves recognizing that branding is more than one event a year. Although Nestle is still committed to the City and its businesses, Nestle has continuously re-branded its line to articulate they are more than chocolate and as business evolution occurs, they too have expanded their food production lines. Nestle is a strong supporter of the community and will continue to do so. Nestle is also in support of the City’s branding effort. Branding must be infused with the local government, businesses and residents with a consistent delivery throughout the year. The community recognizes Chocolate City, will forever be interwoven with the community; however, goals of the re-branding effort are to:

1. Drive Tourism/Economic Development (Increase Prosperity, pride, vibrant for decades to come)
2. Attract Young, Active Families to Visit and Live in Burlington

The objective of the branding project is to finalize a brand that will communicate our story, our promise and what we want the traveling public to believe about our destination. Much data has been collected to date and a preliminary brand of “City of Trails” has been explored; however, now we need the research to advise how to finalize the brand, develop a plan, identify metrics to measure success of the future marketing efforts, create the outline of how input will be gathered, and how the data collected will be measured. These required research elements will be identified by the following four (4) step process outlined by the JEM application.

1) Strategic Planning:

By enlisting a consultant, they will be able to synthesize the following studies to identify a clear, concise message or philosophy through strategic research and creative process to establish a fresh brand for the City of Burlington, as a destination location centered around the concept of “City of Trails.”

- 2016-2018 City of Burlington Strategic Plan
- 2016 Burlington Downtown Planning, (WEDC)
- 2016 Burlington Assessment, Wisconsin Department of Tourism

- 2018 Burlington and Waterford Assessment Findings and Suggestions Report, Roger Brooks International
- 2019 Branding Committee PowerPoint Presentation

Within each of the studies, careful consideration to incorporate the community of elected officials, business leaders, the Chamber of Commerce, Real Racine, Racine County Economic Development (RCEDC) Corp. were involved. There has been close to 100 volunteers at every stage of the various studies with common themes within each document.

The studies initiated by either the City, County, or Chamber of Commerce each have a baseline of information that state the City of Burlington is unique, having Nestle chocolate factory within its borders aka, “Chocolate City, USA”, a quaint, historic downtown with small community character or hometown feeling nestled between two rivers, a stunning Riverwalk, complimented by a healthy international business climate. With downtown businesses reinventing themselves, the City also needs to reinvent its strategy on identifying why people visit Burlington, how to execute on a Brand, get visitors and residents to shop in Burlington, offer amenities that make people want to invest in, raise a family and want to visit. Each study highlighting the elements of vibrant dining experiences, changing business hours past 6 p.m., pedestrian friendly experiences that allows pets, removing excess/ outdated signage, unique experience of the silent and non-silent opportunities. In its core essence, the studies all indicate to increase quality jobs, increase tax base, establish a thriving retail area, support our businesses, market a consistent strong message that resonates with residents and visitors alike.

As it relates to the branding, the Consultant may determine a refinement of the “City of Trails” is necessary to make the City of Burlington unique in its philosophy. The City desires a clear brand or brand strategy that is consistent or universally applied throughout its marketing platforms - online or offline - and is seeking to create a new or refreshed brand to raise its competitiveness in the travel market. This brand identify will be infused through the Chamber of Commerce, Real Racine, Racine County, local businesses and offered events. The existing logo is estimated to be at least 20 years old. Following the finalization of the logo, the first task will be to replace existing wayfinding signage and park signage and park trail signage.

The consultant will be asked to develop a plan to evaluate past and current knowledge base, input from key stakeholders and the traveling public to answer the questions above.

Staff and Project Team

The Consultant will work with the City Administrator and a sub-set of the community members engaged in the Branding Committee, Burlington elected officials, Park Board Commissioners, the Chamber of Commerce, and Real Racine and Strategic Planning process.

2) Baseline Data Analysis:

We anticipate when we have a clear vision, philosophy, this message can assist with developing baseline metrics; however, we anticipate if “City of Trails” is the Brand, we can begin to further expand our pedestrian, passive trails, water way trails as the City of Burlington is dissected by the Whiteriver and Fox Rivers adding ample opportunity for further recreational growth. Although the consultant will be responsible for metrics, it could be determined a measure success is seeing more bikers, walkers, kayaker’s touring the community, thus infusing more dollars into the local economy. We also anticipate, that by becoming a destination for recreation, more families could move into the City, our Hotels/Motels would see greater activity. We can monitor growth by home sales and brand perception through social media.

The consultant will be charged with identifying the metrics that will be used to measure success of the marketing efforts that will follow this research project, as well as the method and timing for this process.

3) Qualitative Research:

The consultant would need to identify and create an outline of how input from current and potential visitors about perceptions and possible insights about the Burlington Area will be collected.

Perhaps, an angle is the community component leverage, we anticipate businesses seeking input from customers, a brief survey could be distributed to businesses and hotels to identify why tourists are visiting the community. We can create a “suggestion box” to solicit input on how the branding and activities created by the branding were successful. We anticipate data collection by the Burlington Area Chamber of Commerce and local merchants. This may be harder to qualify; however, we believe digital marketing and survey will have a role to play in qualitative and quantitative data collection.

4) Quantitative Research:

The Consultant will create an outline of how the size of opportunities and strengths of beliefs as uncovered in the qualitative process will be measured. The community will measure success, if the stores see an increase of sales, the weekly Farmers Market sees an uptick in visitors and sales and the hotels/motels see less vacancies throughout the year. The stakeholders believe by creating a strong brand i.e. “City of Trails” and collaboratively delivering on the brand through social and digital media, special events and campaigns the City will see the overall goals of the re-brand being met. We anticipate these measures will drive tourism/ economic development, see a population growth rate increase; whereas, active families will want to visit and live in our region.

Throughout the project process, the consultant will be expected to provide the following research deliverables:

1. Documented notes and outcomes from any strategic planning sessions and activities related to the data analysis.
2. Documented notes and outcomes of qualitative and quantitative research
3. Executive Summary of the research findings that identifies the Burlington Area's point-of-difference and points of parity (brand promise);
 - The summary defines target markets and audiences;
 - The summary recommends strategies that translate the research outcome into actionable marketing efforts; and
 - defines benchmarks and tracking methods.

Although the JEM Grant has four (4) step specific research criteria outlined within the JEM application, the City is also expecting the consultant to complete the following deliverables as part of the overall project.

The Consultant will also be asked following the completion of the research to be creative utilizing the existing materials and based on the research completed in the data analysis would be to create at least 3 visual elements associated with the new brand including an official logo, Wayfinding Signage, tagline, signature font, color palette and identity standards. The consultant will also review the work from the Brand Committee who had preliminary logo designs created for the “City of Trails.” This data should also be utilized to focus on a clear marketing strategy that measures the impact of visitors on the local economy.

Upon completion and necessary approval of the finalization of the brand, logo, the consultant will be asked to review the current inventory of wayfinding signage, parking, wayfinding signs, municipal parking lot signs and recreational signage to allow the consultant to review and identify the most appropriate locations for the above signs that will be purchased as a result of the approved visual elements with respect to branding. A detailed budget of expenses as a result of purchased signage should be attached. This document should allow the City to go out to bid for signage costs and installation.



COMMITTEE OF THE WHOLE

ITEM NUMBER 8B

DATE: April 8, 2020

SUBJECT: **MOTION 20-960** - To approve the acceptance of the Community Grant from Walmart- Burlington.

SUBMITTED BY: Alan Babe, Fire Chief

BACKGROUND/HISTORY:

The City of Burlington Fire Department applied for a Community Grant from Walmart- Burlington on February 18, 2020. On March 7, 2020, the City of Burlington Fire Department received word that Walmart Facility #3488, had approved our Community Grant Application to receive a \$2,500.00 grant.

BUDGET/FISCAL IMPACT:

Acceptance of this grant allows for the City of Burlington Fire Department to purchase equipment and gear without affecting the budget.

RECOMMENDATION:

Staff recommends approval of the Community Grant from Walmart-Burlington.

TIMING/IMPLEMENTATION:

This item is for discussion at the April 8, 2020 Committee of the Whole meeting, and due to timing is scheduled for final consideration at the Common Council meeting the same night.

Attachments

Walmart Grant award

Megan Watkins

Subject: FW: Walmart Community Grant Request ID 59792075, Facility # 3488

From: do-not-reply@cybergrants.com [mailto:do-not-reply@cybergrants.com]
Sent: Saturday, March 21, 2020 8:46 AM
To: Alan Babe <ababe@burlington-wi.gov>
Subject: Walmart Community Grant Request ID 59792075, Facility # 3488

Dear City of Burlington Fire Department,

Congratulations! The Walmart Community Grants Team and Facility # 3488 are pleased to inform you that your Community Grant application for Request ID 59792075 has been selected to receive a \$2,500.00 grant. We are thrilled to support your work in our communities and share your desire to provide local impact.

By receiving this grant, you are part of a long history of Walmart's commitment to giving back to the communities where we operate. In fact, Mrs. Helen Walton used to say "It's not what you gather, but what you scatter that tells what kind of life you have lived."

We encourage you to celebrate this grant publicly! We hope that you will consider doing the following four things:

1. Connect with the store manager who chose to support your local cause and let them know that the grant check arrived safely.
 2. Work with the local store manager to announce the grant.
 3. Consider sharing the work that our grant supports on social media – our associates and customers like to see the impact we are making in our communities.
 4. Review the Grantee Welcome Toolkit at the link below, addressing frequently asked questions (FAQ's), publicity, and outreach options for your consideration.
- http://www.cybergrants.com/walmart/docs/LCC_Grantee_Welcome_Toolkit.pdf

The photo release form can be found at the following link:
<http://www.cybergrants.com/walmart/docs/talentrelease2018.doc>

Again, congratulations on your grant award. We are eager to see its impact!

In service,

Kabir Kumar
Sr. Director, Community Giving
Walmart Giving

CG/JMAIL/181816773



COMMITTEE OF THE WHOLE

ITEM NUMBER 8C

DATE: April 8, 2020

SUBJECT: Motion 20-961 - To Ratify, Approve and Adopt a Declaration of Emergency for the City of Burlington regarding the coronavirus or COVID-19 outbreak.

SUBMITTED BY: Carina Walters, City Administrator

BACKGROUND/HISTORY:

This motion adopts the provisions of attached Exhibit X, regarding a Declaration of Emergency for the City of Burlington, under the provisions of Chapter 31 of the City of Burlington Municipal Code, which was adopted pursuant the provisions of Section 323.11 of the Wisconsin Statutes.

Under Section 31-2(A)(2) of the City of Burlington Municipal Code, adopted pursuant to the provisions of Section 323.11 of the Wisconsin Statutes, the Common Council is to confirm and approve, by a motion, the Emergency Proclamation issued by the Mayor on March 18, 2020.

Pursuant Section 31-2(A)(2) of the City of Burlington Municipal Code, “If the Common Council is unable to meet with promptness, the Mayor is hereby authorized to declare a state of emergency by proclamation. The proclamation shall be subject to ratification, alteration, modification or repeal by the Common Council as soon as that body can meet, but the subsequent action taken by the Common Council shall not affect the prior validity of the proclamation.”

Pursuant Section 323.11 of the Wisconsin Statutes, “The governing body of any local unit of government may declare, by ordinance or resolution, an emergency existing within the local unit of government whenever conditions arise by reason of a riot or civil commotion, a disaster, or an imminent threat of a disaster, that impairs transportation, food or fuel supplies, medical care, fire, health or police protection, or other critical systems of the local unit of government. The period of the emergency shall be limited by the ordinance or resolution to the time during which the emergency conditions exist or are likely to exist.”

BUDGET/FISCAL IMPACT:

The state of emergency is aimed at positioning the City of Burlington for state and federal resources to help mitigate the impacts of Coronavirus (i.e. City operational expenses, etc.).

RECOMMENDATION:

Staff recommends approval of this declaration of emergency.

TIMING/IMPLEMENTATION:

This item is for discussion at the April 8, 2020 Committee of the Whole meeting, and due to the timing is scheduled for final consideration at the April 8, 2020 Common Council meeting.

Attachments

Exhibit X

Exhibit XY

Exhibit X

Regarding the Ratification, Approval and Adoption of a Declaration of Emergency for the City of Burlington.

1. The Common Council of the City of Burlington hereby ratifies, approves and adopts the Declaration of Emergency signed by Mayor Jeannie Hefty on the date of March 18, 2020, for the City of Burlington. The said Declaration of Emergency and related press release are attached hereto as Exhibit XY.

2. The Common Council of the City of Burlington, under the provisions of Chapter 31 of the City of Burlington Municipal Code, which was adopted pursuant the provisions of Section 323.11 of the Wisconsin Statutes, (i) hereby confirms the Declaration of Emergency attached hereto as Exhibit XY, and (ii) hereby, through this action of the Common Council of the City of Burlington, declares a state of emergency for the City of Burlington, all for the reasons stated in the Declaration of Emergency attached as Exhibit XY.



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

Contact:

Jeannie Hefty, Mayor

262.342.1161

Email: mayor@burlington-wi.gov

March 18, 2020

FOR IMMEDIATE RELEASE

STATE OF EMERGENCY DECLARED IN THE CITY OF BURLINGTON

BURLINGTON – Mayor Jeannie Hefty has declared a state of emergency for the City of Burlington in response to the COVID-19 (coronavirus) outbreak.

The declaration follows Governor Evers’ and Racine County Executive, Jonathan Delagrave’s issuance of an emergency declaration on March 12, 2020. It is aimed at positioning The City of Burlington for state and federal resources to help mitigate the impacts of coronavirus.

The City of Burlington continues to monitor the rapidly changing COVID-19 or coronavirus outbreak and working to mitigate the impact to its employees and residents. We are working closely with our local Health Department and Racine County.

“As your Mayor, I am deeply concerned for your well-being. Please continue to take the necessary precautions to keep yourselves, your families, your co-workers and our community safe. Lastly, please remain calm, we are doing everything we can.”

***** END *****



**CITY OF BURLINGTON DECLARATION OF
EMERGENCY**

WHEREAS, a novel strain of the coronavirus, named COVID-19 has spread throughout numerous countries including the United States; and

WHEREAS, the World Health Organization has declared a Public Health Emergency of International Concern; and

WHEREAS, the United States Department of Health and Human Services has declared a Public Health Emergency; and

WHEREAS, the State of Wisconsin and Racine County has declared a Public Health Emergency; and

WHEREAS, it is necessary and expedient for the health, safety, welfare and good order of the City of Burlington to proclaim that emergency conditions exists; and,

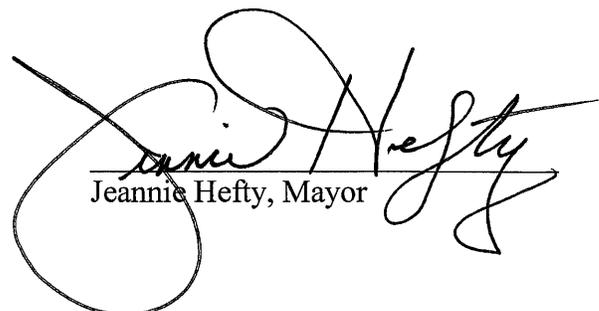
WHEREAS, the disaster has caused the City of Burlington to expand, commit, and exhaust all of its available resources; and,

WHEREAS, the City of Burlington is asking for County assistance and requests the County to advise the State of Wisconsin of our emergency conditions.

NOW THEREFORE, pursuant to 166.23 of the Wisconsin Statutes, as Chief Elected Official of the City of Burlington in testimony whereof I have hereunto set my hand.

Done at City Hall this Eighteenth Day of March, 2020.

Signed by:



Jeannie Hefty, Mayor



COMMITTEE OF THE WHOLE

ITEM NUMBER 8D

DATE: April 8, 2020

SUBJECT: MOTION - 20-962 - to approve temporary procedures for City of Burlington governmental meetings.

SUBMITTED BY: Carina Walters, City Administrator

BACKGROUND/HISTORY:

This motion adopts the temporary procedures described in the attached Exhibit A, for the holding of the meetings of the Committee of the Whole and Common Council, as well as other committees and commissions of the City of Burlington, during the time period of the Declaration of Emergency signed by Mayor Jeannie Hefty, all pursuant to the provisions of Section 31-6 of the City of Burlington Municipal Code, adopted pursuant to the provisions of Section 323.52 of the Wisconsin Statutes.

BUDGET/FISCAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval of this motion.

TIMING/IMPLEMENTATION:

This item is for discussion at the April 8, 2020 Committee of the Whole meeting, and due to timing is scheduled for final consideration at the Common Council meeting the same night.

Attachments

Exhibit A

Exhibit AB

Exhibit A

Regarding Temporary Procedures for City of Burlington Governmental Meetings

On March 20, 2020 Josh Kahl, Wisconsin Attorney General, released a press release to provide municipalities information on how to conduct open meetings in compliance with Wisconsin's open meetings law, Wis. Stat. § 19.81 to 19.98, in light of current public health concerns regarding COVID-19, attached for your convenience, as Exhibit AB.

To remain compliant with Governor Evers March 17, 2020 state-wide ban of gatherings of ten or more, as well as the March 23, 2020 state-wide "Safe at Home" order, the City of Burlington, in conjunction with SWAG-it, a web-streaming program that has been in use by the City since 2017, will continue to be used and in conjunction with Zoom, an online video conferencing platform during this critical time. Each meeting agenda will provide either an online link or telephone number to join the Zoom meeting, as well as a meeting ID number and password.

Members of the Common Council will be able to view each other and converse during the video meeting and members of the public will have an opportunity to speak during times of public comment and/or during public hearings.

The other committees and commissions of the City of Burlington shall also, to the extent reasonably feasible, conduct their meetings through teleconferences, with arrangements for participation by the members of the public, through a telephone connection to the teleconference and/or meeting, to its extent the members of the public would normally be allowed to attend the meeting and/or participate or speak at its meeting.

Pursuant to Section 31-6(B) of the City of Burlington Municipal Code, the Common Council hereby establishes and designates the procedures described herein for the governmental meetings of the City of Burlington, for so long as the State of Emergency exists.



Josh Kaul
Wisconsin Attorney General

P.O. Box 7857
Madison, WI 53707-7857

NEWS FOR IMMEDIATE RELEASE

March 20, 2020

Office of Open Government Advisory: Additional Information Regarding Coronavirus Disease 2019 (COVID-19) and Open Meetings

MADISON, Wis. – The Wisconsin Department of Justice’s (DOJ) Office of Open Government (OOG) continues to prepare additional information in response to inquiries as to the applicability of the Wisconsin’s open meetings law, Wis. Stat. §§ 19.81 to 19.98, in light of current public health concerns regarding COVID-19. This advisory is provided pursuant to Wis. Stat. § 19.98.

Conducting open meetings remotely can pose a number of technological and practical issues that governmental bodies should consider in advance, including, among other things, the following:

- Governmental bodies must ensure that they follow the notice requirements of Wis. Stat. § 19.84 and such notice should inform the public that the meeting will be held remotely and provide all information necessary for the public to monitor the meeting.
- Notices should provide instructions for how the public may access the remote meeting, whether it is to be held via telephone conference call or video conference call. This includes providing the telephone number, video conference link, and any necessary passcodes or other login information.
- As DOJ’s Office of Open Government advised in its March 17, 2020 [advisory](#), a governmental body conducting a meeting remotely should be mindful of the possibility that it may be particularly burdensome or even infeasible for one or more individuals who would like to observe a meeting to do so remotely—for example, for people without telephone or internet access or who are deaf or

hard of hearing—and appropriate accommodations should be made to facilitate reasonable access to the meeting for such individuals.

- When conducting a videoconference or internet-based meeting, the governmental body should strongly consider providing the public with an alternative telephone dial-in option for observing such a meeting so that lack of internet access is not a barrier to observing the meeting.
- At the beginning of each meeting conducted remotely, the chair of the governmental body should encourage all body members to identify themselves before they begin speaking and not to speak over one another. This will help all those listening to the meeting better understand who is speaking.
- When possible, a governmental body may wish to consider recording the meeting and posting it on its website as soon as practicable after the meeting concludes.
- As a bottom line, governmental bodies meeting remotely can and should consider steps that ensure that their meetings remain open and accessible to the public.

If you have questions or concerns regarding the application of the open meetings law, please contact the Office of Open Government at (608) 267-2220.

See also:

March 17, 2020 – [Office of Open Government Advisory: Coronavirus Disease 2019 \(COVID-19\) and Open Meetings](#)



DATE: April 8, 2020

SUBJECT: MOTION- 20-963 To Ratify, Approve and Adopt a Declaration of Designation of “emergency responder” Employees under the Families First Coronavirus Response Act.

SUBMITTED BY: Carina Walters, City Administrator

BACKGROUND/HISTORY:

This motion adopts the provisions of attached Exhibit A, regarding a Declaration of Designation of “emergency responder” Employees under the Families First Coronavirus Response Act (FFCRA). On March 24, 2020, the State of Wisconsin issued a Safer at Home Emergency Order, Emergency Order #12, in response to the COVID-19 emergency, which categorically exempts broad categories of local government employees from the restrictions contained therein and otherwise provides local governments with broad discretion to identify employees and contractors necessary for the performance of a local government’s “Essential Governmental Functions”.

Pursuant to Ch. 31 of the City of Burlington Municipal Code regarding Emergency Government; the City recognizes that all services provided by local governments to ensure the continuing operation of the government body and provide and support the health, safety, and welfare of the public are considered “Essential Governmental Functions” that must continue during the duration of Emergency Order #12;

The purpose of this Declaration is to provide the process for identifying employees, categories of employment, positions and/or departments that are “emergency responders” under the FFCRA and, as a result, exempt from the provisions of the FFCRA.

BUDGET/FISCAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval of this declaration of emergency.

TIMING/IMPLEMENTATION:

This item is for discussion at the April 8, 2020 Committee of the Whole meeting, and is scheduled for final consideration at the Common Council meeting the same night.

Attachments

Declaration

Contact:**Carina Walters, City Administrator****262.342.1161****Email: cwalters@burlington-wi.gov****March 31, 2020****FOR IMMEDIATE RELEASE****BURLINGTON – COVID-19 (Update #5)****EMERGENCY DECLARATION**

The City of Burlington’s Emergency Declaration, issued by Mayor Jeannie Hefty on March 18, 2020, provides protection to the community and procedural flexibility for the City of Burlington’s governmental actions with respect to the COVID-19 (Coronavirus).

The Mayor of The City of Burlington, under the emergency powers granted to her pursuant to that Declaration, has authorized the City Administrator, Carina Walters, to execute and deliver this Emergency Declaration on her behalf.

DECLARATION*Designation of “emergency responder” Employees under the Families First Coronavirus Response Act*

WHEREAS, in December, 2019, a novel strain of the coronavirus was detected, now named COVID-19, and it has spread throughout the world, including every state in the United States;

WHEREAS, on January 3, 2020, the World Health Organization declared COVID-19 to be a Public Health Emergency of International Concern;

WHEREAS, on March 12, 2020, Governor Tony Evers declared a public health emergency to direct all resources needed to respond to and contain COVID-19 in Wisconsin;

WHEREAS, on March 13, 2020, President Donald Trump proclaimed a National Emergency concerning COVID- 19;

WHEREAS, the City of Burlington declared a local state of emergency;

WHEREAS, on March 18, 2020, President Donald Trump signed the Families First Coronavirus Response Act (“FFCRA”), which expands the Family and Medical Leave Act (Emergency Family and Medical Leave Expansion Act), and creates a paid sick leave entitlement for certain eligible employees (Emergency Paid Sick Leave Act);

WHEREAS, the provisions of the FFCRA allows employers to exempt “emergency responders” and “health care provider” from provisions of the FFCRA;

WHEREAS, on March 24, 2020, the State of Wisconsin issued a Safer at Home Emergency Order, Emergency Order #12, in response to the emergency;

WHEREAS, pursuant to Ch. 31 of the City’s Code regarding Emergency Government;

WHEREAS, Paragraphs 1 and 12 recognize that all services provided by local governments to ensure the continuing operation of the government body and provide and support the health, safety, and welfare of the public are considered “Essential Governmental Functions” that must continue during the duration of Emergency Order #12;

WHEREAS, Emergency Order #12 categorically exempts broad categories of local government employees from the restrictions contained therein and otherwise provides local governments with broad discretion to identify employees and contractors necessary for the performance of a local government’s “Essential Governmental Functions;” and

WHEREAS, the purpose of this Declaration is to provide the process for identifying employees, categories of employment, positions and/or departments that are “emergency responders” under the FFCRA and, as a result, exempt from the provisions of the FFCRA.

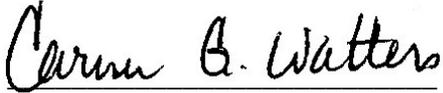
NOW, THEREFORE, BE IT RESOLVED:

1. The following positions in the City of Burlington are hereby designated as “emergency responder” for purposes of the application and implementation of the FFCRA and the EFMLEA and EPSLA:

- City Administrator
- Chief of Police
- All sworn law enforcement officers including but not limited to Lieutenants, Sergeants, and Patrol Officers
- Fire Chief
- All employees of the Fire Department including, but not limited to Fire Inspector, Firefighter/EMT, Firefighter/Paramedic and all emergency medical responding personnel and excluding only the Public Safety Administrative Assistant.
- All emergency medical responding personnel
- Director of Public Works
- Utility Manager
- Utility Foreman and Utility Operator
- WWTP Foreman and WWTP Operator
- Water Foreman and Water Operator
- Laboratory Technician
- All personnel identified in City of Burlington Code Chapter 31 Emergency Government

2. It is the intent of this Declaration to define the terms “emergency responder” in the broadest sense possible consistent with the law in an effort to ensure and continue our essential functions during this pandemic and time of emergency. Final determinations regarding the definition of emergency responder and/or health care provider as applied to any employment position with the City, including any position inclusions to this list or removals, shall be determined by the City Administrator, with such decision being final.

3. This Declaration is effective immediately. Dated March 31, 2020

A handwritten signature in black ink that reads "Carina G. Walters". The signature is written in a cursive style and is positioned above a horizontal line.

By: City Administrator Carina Walters

*** END ***



DATE: April 8, 2020

SUBJECT: **MOTION - 20-964** To Ratify, Approve and Adopt an Emergency Declaration by the City of Burlington for change of election location and election process.

SUBMITTED BY: Carina Walters, City Administrator

BACKGROUND/HISTORY:

This motion adopts the provisions of attached Exhibit A, regarding a Declaration of Emergency for the City of Burlington regarding a change in voting location and election process. The residents of The City of Burlington are the number one priority during the Coronavirus Pandemic. The Wisconsin Elections Commission (WEC) has provided guidance, as set forth in the attached March 29, 2020, Memorandum allowing municipalities to establish a “drive-through” singular voting procedure, for all in person voting on April 7, 2020, and also to move polling places outside of the traditional buildings, to allow for more protection for voters and inspectors.

In order to maintain the health and safety of our Poll Workers, Election Judges, City staff and volunteers, while maintaining the integrity and rights of the American Democratic Process, The City of Burlington hereby changes its election location and the election process for the April 7, 2020, Spring Election, beginning at 7:00 a.m. until poll closure at 8:00 p.m. all voting for the Spring Election will be held at the Department of Public Works located at 2200 South Pine Street as a drive-through polling location.

BUDGET/FISCAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval of this declararion.

TIMING/IMPLEMENTATION:

This item is for discussion at the April 8, 2020 Committee of the Whole meeting, and is scheduled for final consideration at the Common Council meeting the same night.

Attachments

Declaration

**Administration Department**

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

Contact:

Carina Walters, City Administrator
262.342.1161
Email: cwalters@burlington-wi.gov

April 1, 2020

FOR IMMEDIATE RELEASE

BURLINGTON – COVID-19 (Update #6)

**EMERGENCY DECLARATION
BY THE CITY OF BURLINGTON
CHANGE OF ELECTION LOCATION AND ELECTION PROCESS**

The City of Burlington's Emergency Declaration, issued by Mayor Jeannie Hefty on March 18, 2020, provides protection to the community and procedural flexibility for the City of Burlington's governmental actions with respect to the COVID-19 (Coronavirus).

The Mayor of The City of Burlington, under the emergency powers granted to her pursuant to that Declaration, has authorized the City Administrator, Carina Walters, to execute and deliver the following governmental procedures for the 2020 Spring Election.

The residents of The City of Burlington are the number one priority during the Coronavirus Pandemic. The Wisconsin Elections Commission (WEC) has provided guidance, as set forth in the March 29, 2020, Memorandum, (the "Memorandum"), from the WEC to the Wisconsin Municipal Clerks, allowing municipalities to establish a "drive-through" singular voting procedure, for all in person voting on April 7, 2020, and also to move polling places outside of the traditional buildings, to allow for more protection for voters and inspectors. A photocopy of that WEC Memorandum is attached for a convenient reference.

In order to maintain the health and safety of our Poll Workers, Election Judges, City staff and volunteers, while maintaining the integrity and rights of the American Democratic Process, The City of Burlington hereby changes its election location and the election process for the April 7, 2020, Spring Election, as follows.

On April 7, 2020 beginning at 7:00 a.m. until poll closure at 8:00 p.m. all voting for the Spring Election will be held at the Department of Public Works located at 2200 South Pine Street as a drive-through polling location.

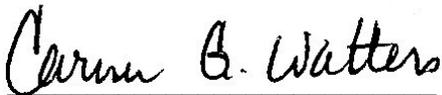
As a voter you can expect the following process as a drive-through voting location:

The driver will enter at the Wastewater Treatment Plant entrance at 2100 S. Pine Street where you will stay in your car AT ALL TIMES and someone will approach your vehicle. All Poll Workers will be wearing appropriate Personal Protective Equipment.

1. Upon entering the Department of Public Works garage, you will need to merge into the lane for your Ward (Wards 1-4 or Wards 5-8). To check your ward ahead of time, visit www.myvote.wi.gov. An election worker will be there to assist as well.
2. You will move forward in your car through the line as instructed by an election worker to your polling location where the election process will begin.
3. The voter will be asked to state their name, address and show an acceptable photo ID identification.
4. The Inspectors shall determine if the voter is in the poll book and is eligible to receive a ballot.
5. If you are not registered, an Election Inspector will assist you with the registration process while in the same line. You must have appropriate proof of residence with you.
6. The voter shall sign a label to be entered into the poll book prior to receiving a ballot. A voter will receive a marking device to sign and use with the ballot.
7. You will complete your ballot.
8. Once you have completed your ballot you will be assisted by an Election Inspector that will confidentially place your ballot in the tabulation equipment.
9. Exit the municipal location.

We understand this change can be disruptive; however, we will strive to provide the best customer service possible under these trying circumstances. Election workers can only assist one voter at a time. Please expect wait times. The City of Burlington appreciates your patience and understanding while we maintain the integrity and right to vote.

This Declaration is effective immediately. Dated April 1, 2020.



By: City Administrator Carina Walters

*** END ***

DATE: March 29, 2020

TO: Wisconsin Municipal Clerks
City of Milwaukee Election Commission

FROM: Meagan Wolfe, Administrator
Wisconsin Elections Commission

SUBJECT: Curbside Voting, Drive-Through Voting and Outdoor Polling Places

Commission staff has received many inquiries from municipal clerks regarding the legality and feasibility of conducting voting on Election Day using only “curbside voting” as set forth in Wis. Stat. § 6.82(1), allowing individuals to “drive-through” vote or move polling places outside of the traditional building to allow for more social distancing for voters and inspectors. There has also been some confusion regarding the terminology being used to describe the voting options and polling place setup being proposed so the Commission provides this communication to address questions on those topics as planning continues for the April 7 election. We have also received questions as to how public health and social distancing procedures can be incorporated into the curbside and “drive-through” process and this document outlines recommended procedures to address public health concerns.

1. Curbside Voting

What is “curbside voting?”

The Commission’s [Election Day Manual](#) (pgs. 66-67) provides recommended procedures for conducting curbside voting which are consistent with Wis. Stat. § 6.82(1). A voter who, as a result of a disability, is unable to enter the polling place may elect to receive a ballot at the entrance of the polling place. Election inspectors confirm with the voter that they are unable to enter the polling location and then accommodate the voter by observing the photo ID, having the voter complete a voter registration form and showing proof of residence (if necessary), and vote the ballot while still in the vehicle. To avoid removal of the pollbook from the polling location, the curbside voter is exempt from signing the pollbook. Instead, a notation is made on the pollbook indicating that the ballot was cast at the entrance of the polling location and that the person was exempt from signing. If there is no objection, the ballot is then placed in the tabulator or ballot box by the inspector and the incident is logged on the Inspectors’ Statement.

Can “curbside voting” be the only voting method offered at a polling place on Election Day?

Commission staff believe the statutorily prescribed process for “curbside voting” under Wis. Stat. § 6.82(1) is reserved for voters that appear at the polls and make a specific request to vote from their vehicle because they are unable to enter the polling place because of a disability. “Curbside voting” should be offered by municipalities, just like any other election but it cannot be the only method of

voting offered. An increase in usage of that process due to current COVID-19 situation could be for the April 7 election. Additionally, health and safety precautions should be taken to ensure that voters requesting a curbside ballot and the inspectors that administer the process are safe. Municipal clerks should review curbside voting procedures with their inspectors in case an increase in requests materializes.

2. Drive-Through Voting

Can a municipality offer voters the opportunity to “drive-through” vote at a polling location?

“Drive-through” voting, as it has been described by some municipal clerks would be different than curbside voting. Unlike curbside voting which has specific statutory procedures and exemptions (like signing the poll book), Commission staff believe drive-through voting would need to substantially meet the procedures normally reserved for voting in a traditional “brick and mortar” polling location. Many of the recommendations below would also apply to municipal clerks that are considering moving a polling location outside to an area with better ventilation or one that can provide more space.

If a municipality is considering offering “drive-through” voting for its voters, at a minimum, the Commission staff believe the following issues should be taken into consideration. Additionally, Commission staff would recommend that municipal clerks rehearse the drive-through process to work out any potential roadblocks or pinch points prior to Election Day.

Publicize Changes to Process

If a municipality choose to offer drive-through voting, publicizing this change for voters will be important. Municipal clerks should do their best to reach voters via direct mail, media, social media, municipal webpage and postings around the municipality to notify voters of the option to vote drive-through. Municipal clerks should publicize all of the voting options that will be offered at the polling location, and brief instructions on how those processes will work.

State Name and Address

Unless unable to state their name and address as permitted by law, the voter shall state their name and address, and the inspectors shall determine if the voter is on the pollbook and is eligible to receive a ballot. In a drive-through voting situation, a municipality will have to ensure that the inspectors and any observers are able to hear the voter, even if they remain in their vehicle. Appropriate health and safety measures must also be considered.

Photo ID Requirements

Voters utilizing drive-through voting are still required to present an acceptable photo ID prior to a ballot being issued. Inspectors need not handle the photo ID, but the inspectors must be able to determine that it is a valid ID under the law, the photo reasonably resembles the individual and the name is substantially the same as the name on the pollbook. The same process inspectors would use had the person presented to themselves at the pollbook table in a traditional polling location. In a drive-through voting situation, a process for inspectors to view and verify the photo ID against the pollbook will need to be established. Viewing the photo ID through the voter’s vehicle window may be recommended to minimize close face-to-face contact between the voter and the inspector. Additional health and safety measures must also be considered when establishing the view and verification process for photo ID.

Election Day Registration Opportunity

If voting is going to occur via drive-through, municipal clerks should decide if Election Day Registration will also be offered using the same method. Similar to a traditional polling place setup, municipal clerks should decide if there are different drive-through lanes for already registered electors and electors that need to register/change name/change address.

Election Registration Officials conducting registration for voters should be mindful of the same health practices being practiced by officials verifying photo ID and having voters sign the pollbook.

Pollbook

Unless unable to sign the pollbook due to a disability as permitted by law, the voter shall sign the poll book prior to receiving a ballot. A voter may use their own writing utensil to sign the pollbook or use a writing utensil provided by the municipality. Voters should be advised to only sign the pollbook, and not to unnecessarily touch other portions of the pollbook if possible. A process for frequently cleaning the utensils used to sign the book, or in the case of electronic pollbook, the device, should be established to limit exposure by individuals using shared writing utensils. If a municipality uses a “drive-through” option for voting, “curbside voting” would likely not be needed, as many voters would be voting from their vehicles, and not just those individuals that are unable to enter the polling place due to a disability. Other best health practices, like offering hand sanitizer (when available) to the voter before they sign the pollbook and vote their ballot should also be considered.

Casting the Ballot/Ballot Security

Once a voter has completed the ballot, the municipal clerk should establish a process for how the voter will place the ballot into the tabulation equipment or ballot box while remaining in the car (if possible). The Commission recommends that inspectors assist voters in completing the process. Municipal clerks could provide a security sleeve that the voter may place the ballot in while the inspector transports the ballot (in view of the voter) to the tabulation equipment or ballot box. Commission staff would advise against a voter going station to station (ballot station, registration station, voting station, submission station) as voters may drive away with ballots without casting them. However, municipal clerks and voters will need to be flexible in how ballots make it from the voter to the tabulation equipment or ballot box.

Observers

Municipal clerks should ensure that there is a reasonable opportunity for the public to observe the public aspects of the voting process. A designated observer area should be established and marked so members of the public can observe. Depending on the setup of the drive-through location, multiple observer locations may be necessary to enforce social distancing amongst observers while also allowing for observation of voter check-in and registration transactions.

Accessibility

Drive-through voting should be accessible to all voters in the community, including individuals with disabilities. Required notices regarding the election must also be posted and visible for individuals utilizing the drive-through process, including any notices that are to be posted in alternative languages under federal law. ADA compliant accessible voting equipment must be available at all polling locations, regardless of the setup.

Signage, Traffic Control, Line Management

To ensure proper flow of traffic in and out of the drive-through location, proper signage and traffic control measures to assist with voter line management needs to be considered. Proper traffic flow to minimize long lines of cars is important so as not to deter individuals from appearing at the location. Signs to notify voters where to stop and how to enter and leave the drive-through location should be clearly displayed.

Alternatives to Drive-Through Voting

Individuals that are unable or unwilling to use the drive-through process should have the ability to vote using traditional methods in the polling location, or the location that may have been moved outdoors to complement the drive-through voting option. This would include the use of accessible voting equipment if requested.

3. Moving a Polling Location Outside

Can a municipality move its polling location outside?

Commission staff believe that there is nothing that would prohibit a municipality from moving its polling place operations outside, as long as all legal requirements and procedures can be accomplished at the location outside despite it being outside. Moving the location outside could help with maintaining proper social distancing and ventilation for voters appearing at the polls and the inspectors administering the election.

The same considerations recommended above for drive-through voting may apply to an outdoor polling location, and municipal clerks should have a backup plan in case weather or other unforeseen events occur due to holding an election at an outdoor polling place.

4. Public Health Procedures

Regular curbside administrative procedures should be followed but social distancing standards (6 feet between people) should be used to ensure the health and safety of voters and poll workers. We understand that face to face interactions are required for this process, but they should be minimized by verifying information through a vehicle window and keeping interactions brief and limiting conversation to essential voting-related discussion. Here are some procedures that should be incorporated into any curbside or “drive-through” process developed for election day:

- Hand sanitizer or sanitizing spray should be offered to curbside or “drive-through” voters to clean their hands before they vote their ballot or fill out a voter registration form.
- If interactions are needed with a vehicle window rolled down, poll workers should remain six feet from the voter.
- Marking pens used by curbside or “drive-through” voters can be discarded or sanitized after each use.

- Poll workers should be close enough to verify the photo ID but do not have handle it. The photo ID can be verified through the glass of the rolled-up window.
- The ballot should be slid through a window that has been slightly rolled down or “cracked”.
- The voter can slide the ballot back through the “cracked” window into the privacy sleeve held by poll worker. Using a bucket or other method for the voter to drop the ballot into out a crack in the window while maintaining privacy was also suggested as an option.
- Poll workers should transport the voted ballot back from the voter into the voting area in a privacy sleeve, which can be discarded after several uses.
- Any clipboards, writing surfaces or other materials used for this process should be sanitized after each use.
- Touchscreen, or accessible, voting devices used during any “drive-through” voting should be cleaned using 70% isopropyl alcohol wipes on the screen, as per the manufacturer’s specifications.

Please contact us if you have any questions or concerns about curbside voting, drive-through voting or moving a polling location outdoors. Elections Commission Helpdesk: elections@wi.gov or (608)261-2028