



## CITY OF BURLINGTON

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

### AGENDA COMMITTEE OF THE WHOLE

Tuesday, May 5, 2020  
6:30 p.m.

Common Council Chambers, 224 East Jefferson Street

Webinar Link: <https://us02web.zoom.us/j/83742370640?pwd=MVVaZHGwNXVWahdldDBnTEIxUFIyQT09>

Webinar ID: 837-4237-0640

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** - Telephone Dial: US: (312) 626-6799, Webinar ID: 725 271 341
3. **Approval of Minutes** (S. Kott)
  - A. To approve the April 8, 2020 Committee of the Whole Meeting Minutes.
4. **PRESENTATIONS:**
  - A. Burlington Community Aquatic Center 2019 Financial Results.
5. **RESOLUTIONS:**

- A. **Resolution 5005(1)**- To approve the Award of Traffic Signal Improvement Project to MP Systems, Inc. for signals located at Bridge Street and Adams Street, Bridge Street and Jefferson Street, and Milwaukee Avenue and Pine Street.
  - B. **Resolution 5006(2)** - To consider approving a Certified Survey Map for property located at 2457 Browns Lake Drive.
  - C. **Resolution 5007(3)** - To approve a Community Development Investment Grant Agreement between the Wisconsin Economic Development Corporation and the City of Burlington for the Low Daily, LLC.
  - D. **Resolution 5008(4)** - To adopt a Memorandum of Agreement between the City of Burlington and Federal Aviation Administration (FAA).
  - E. **Resolution 5009(5)** - To approve an Agreement with Flight For Life (FFL) to provide the City of Burlington Paramedic Intercept Services.
  - F. **Resolution 5010(6)** - To Terminate and Withdraw from the Wisconsin Service Award Program for the Burlington Rescue Squad, Inc.
6. **ORDINANCES:**
- A. **Ordinance 2058(1)** - To consider approval of a Rezone Map Amendment request at 2457 Browns Lake Drive from I-1 District to Rm-2 District.
7. **MOTIONS:**
- A. **Motion 20-965** - To approve the 2019 Housing Affordability Report.
  - B. **Motion 20-966** - To Ratify, Approve and Adopt an Emergency Declaration by the City of Burlington for a two-month garbage and recycling collection contract with Johns Disposal.
  - C. **Motion 20-967** - To consider the annual insurance renewal with Ansay & Associates, LLC.
8. **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**

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**DATE:** May 5, 2020

**SUBJECT:** MEETING MINUTES - To approve the April 8, 2020 Committee of the Whole Meeting Minutes.

**SUBMITTED BY:** Diahnn Halbach, City Clerk

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**BACKGROUND/HISTORY:**

The attached minutes are from the April 8, 2020 Committee of the Whole meeting.

**BUDGET/FISCAL IMPACT:**

N/A

**RECOMMENDATION:**

Staff recommends approval of the attached minutes from the April 8, 2020 Committee of the Whole meeting.

**TIMING/IMPLEMENTATION:**

This item is scheduled for final consideration at the May 5, 2020 Common Council meeting.

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**Attachments**

COW Minutes

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**CITY OF BURLINGTON**  
**Committee of the Whole Minutes**  
**Jeannie Hefty, Mayor**  
**Diahnn Halbach, City Clerk**  
**Wednesday, April 8, 2020**

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

Due to technical difficulties, Council President Alderman Schultz called the Common Council meeting via Zoom to order at 6:37 p.m. \*Mayor Hefty would resume her role once connected. Roll Call: Present - Alderman Susan Kott, Alderman Theresa Meyer, Alderman Bob Grandi, Alderman Ryan Heft, Alderman Steve Rauch, Alderman Jon Schultz, Alderman Tom Preusker, Alderman Todd Bauman. Excused: None

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

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, Human Resource Manager Jason Corbin, and City Intern Nicholas Faust.

\*Mayor Hefty was able to resume the meeting at 7:53 p.m.

2. **Citizen Comments**

Terri Little, 348 Lewis Street, asked Council if they would consider lifting the 24-hour parking restriction during this pandemic, as people have been ordered to stay at home and are not going outside to move their cars. Alderman Schultz inquired if this could be included in the Declaration of Emergency. Administrator Walters stated that staff would discuss.

3. **Approval of Minutes** - To approve the March 3, 2020 Committee of the Whole Meeting Minutes. Motion: Alderman Kott. Second: Alderman Grandi. Roll Call Vote: Aye - 8. Nay - 0. The motion carried.

4. **DISCUSSION:** A discussion regarding the 2019 Annual Storm Water Report.

Director Peter Riggs provided an overview stating that the report is an annual reporting requirement that has no budget or fiscal impact.

5. **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.

Intern, Nick Faust, reviewed the background history stating that this was originally presented as a discussion item at the February 19, 2020 Committee of the Whole and is now being presented as a resolution.

Alderman Grandi commented that the public site fee was last reviewed in 1982 and was based on land values at that time. Grandi stated he is in favor of developer's having the choice of donating land or paying

the fee and that the City should move forward.

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

Director Riggs stated that bids were opened on February 28, 2020 and ASDA and John's were the only two bidders. Riggs stated that bidders had the opportunity to bid manual or automated collection for both garbage and recyclables and could also bid weekly or bi-weekly recyclables, while weekly trash collection, bulk item collection, and city facility dumpster collection was mandatory. After reviewing both proposals, Riggs, and staff, recommended awarding the bid to ASDA as their bid was over \$500,000 less than John's and would result in a 2020 Budget reduction of \$23,000. Riggs also stated that the service provided by ASDA would result in weekly manual pickup of recyclables, of which would require residents to use two 18-gallon totes, versus their current 96-gallon bins provided by John's for the bi-weekly automated pickup. Both Andy Naber, ASDA, and Nate Austin, John's Disposal, were available to answer questions.

There was much concern from all the alderman regarding using totes versus the 96-gallon bin and felt that residents would not be happy with the change and would want the wheeled carts. Alderman Schultz suggested tabling this item until more options could be explored. Alderman Preusker stated that this should have been bid out further in advance and allow more time to make a decision.

Attorney Bjelejac suggested a 2-month extension with John's if a decision couldn't be reached and, if John's wasn't able to provide the extension, asked Andy Naber for temporary service with ASDA.

6. **ORDINANCES:**

- A. **Ordinance 2057(23)** - To create Section 278-81.1, "Park Facilities Impact Fee" of the City of Burlington Municipal Code.

Intern Faust explained that based on feedback received at the February 19, 2020 Committee of the Whole meeting, an ordinance was drafted to include a 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.

7. **MOTIONS:**

- A. **Motion 20-959** - To approve an application for a Joint Effort Marketing Grant (JEM) for Destination Marketing.

Administrator Walters reviewed the background history, stating that the Branding Committee and staff are seeking support to move forward with the "City of Trails" and filing the JEM Grant with the Department of Tourism to hire a third party consultant to refine the concept, create various logos, and identify the necessary identification for wayfinding for future implementation. Walters further stated that the JEM Grant (or Destination Marketing grant) is a three-year cycle that allows the City to refine and define its vision for rebranding, which includes reimbursement up to \$39,550 for the first year, and possible grants for subsequent years. Walters then introduced Andrew Lynch to present a PowerPoint of the Branding Committee's efforts and vision.

Alderman Schultz asked how long would this endeavor take before it becomes a meaningful transformation. Lynch responded that realistically it could take 3 to 5 years; however this was based on his gut feeling and experience with other projects but that it's definitely a long term effort.

Alderman Rauch commented about the budget associated with the garbage contract and inquired as to what kind of budget rebranding would require. Walters responded that there is a magnitude of priorities involved; however the entire process could cost \$500,000 dollars or more and that it depends on the extent of the trails and what capital needs to be incorporated. Rauch commented that in light of the COVID situation that this should be a 2021 grant submittal. Walters responded that she has spoken with the Department of Tourism, and they have funding for this year and have not pulled any projects; however it

is Council's decision of whether the application is submitted or not.

Alderman Schultz asked if this is a 50/50 grant. Walters responded that the maximum we would get from the Department of Tourism for year one, based on the letters of support is \$39,000 and the City would be putting in the same amount, which has been included in the 2020 budget. Walters also stated that part of the revenue stream that the City would utilize is the increase of the room tax dollars.

Alderman Kott asked if this is a one-time grant from the Department of Tourism. Walters responded that the City would need to apply each year.

Alderman Grandi stated that the City should move forward with the grant submittal and that this is an important venture towards gaining and maintaining families in the city.

- B. **Motion 20-960** - To approve the acceptance of the Community Grant from Walmart- Burlington.

Chief Babe stated that the City of Burlington Fire Department applied for a Community Grant from Walmart on February 18, 2020 and was approved on March 7, 2020 for a \$2,500 grant. Babe further stated that acceptance of this grant would be put towards the purchase of equipment and gear and would not affect the budget.

Alderman Preusker asked if there would be a press release to acknowledge this grant from Wal-Mart. Babe responded that the Standard Press could possibly provide a press release.

- C. **Motion20-961** - To Ratify, Approve and Adopt a Declaration of Emergency for the City of Burlington regarding the coronavirus or COVID-19 outbreak.

Attorney Bjelajac presented Motions 20-961, 20-962, 20-963, and 20-964 together in regard to the Declaration of Emergency due to the COVID-19 situation.

- D. **Motion 20-962** - To approve temporary procedures for City of Burlington governmental meetings.

This motion was presented along with Motion 20-961.

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

This motion was presented along with Motion 20-961.

- 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.

This motion was presented along with Motion 20-961.

8. **ADJOURNMENT**

Motion: Alderman Meyer. Second: Alderman Kott. With all in favor, the motion carried and the meeting was adjourned at 8:32 p.m.

Minutes respectfully submitted by:

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Diahnn C. Halbach  
City Clerk  
City of Burlington



**DATE:** May 5, 2020

**SUBJECT:** PRESENTATION - Burlington Community Aquatic Center 2019 Financial Results.

**SUBMITTED BY:** Diahnn Halbach, City Clerk

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**BACKGROUND/HISTORY:**

Chip Bahr will present the 2019 Financial Results for the Burlington Community Aquatic Center. Chip Bahr made a presentation to the Council in late 2019 outlining the 2020 budget; however, not all expenses of the pool were included. This evening he will present the operating and expenditures plus anticipated projections of the 2020 season.

**BUDGET/FISCAL IMPACT:**

N/A

**RECOMMENDATION:**

**TIMING/IMPLEMENTATION:**

This item is for presentation only at the May 5, 2020 Committee of the Whole meeting.

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**Attachments**

2019 Pool Update

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# **Financial Statements**

Burlington Community Pool Corp

For the Period Ended  
December 31, 2019

**Bahr & Kadlec, Ltd.**  
Certified Public Accountants

# Bahr & Kadlec, Ltd.

## Certified Public Accountants

### ACCOUNTANT'S COMPILATION REPORT

To the Management  
Burlington Community Pool Corp  
Burlington, WI

Management is responsible for the accompanying financial statements of Burlington Community Pool Corp (a nonprofit organization), which comprise the statement of assets, liabilities, and net assets - tax basis as of December 31, 2019 and the related statements of revenues and expenses and changes in net assets - tax basis and cash flows - tax basis for the year then ended, and for determining that the tax basis of accounting is an acceptable financial reporting framework. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

#### **Basis of Accounting**

The financial statements are prepared in accordance with the tax-basis of accounting, which is a basis of accounting other than accounting principles generally accepted in the United States of America.

#### **Omission of Disclosures**

Management has elected to omit substantially all the disclosures ordinarily included in financial statements prepared on the tax basis of accounting. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the Company's assets, liabilities, equity, revenues, and expenses. Accordingly, the financial statements are not designed for those who are not informed about such matters.

#### **Supplementary Information**

The statement of functional expenses - tax basis are presented for purposes of additional analysis and are not a required part of the basic financial statements. The information is the representation of management. We have not audited or reviewed such information and, accordingly, we do not express an opinion, a conclusion, or provide any assurance on it.

We are not independent with respect to Burlington Community Pool Corp.

*Bahr and Kadlec Ltd.*

Bahr & Kadlec, Ltd. CPAs  
Burlington, WI

January 27, 2020

**Burlington Community Pool Corp**  
**ASSETS, LIABILITIES AND NET ASSETS -INCOME TAX BASIS**  
**As of December 31, 2019**

**Assets**

	<b>2019</b>
<b>Current Assets</b>	
Cash on Hand	\$ 1,300.00
Cash in Bank	35,254.24
Accounts Receivable	<u>670.00</u>
<b>Total Current Assets</b>	<u>37,224.24</u>
<b>Property and Equipment</b>	
Furniture and Equipment	105,618.80
Property Improvements	9,507.86
Less Accumulated Depreciation	<u>(56,073.60)</u>
<b>Net Property and Equipment</b>	<u>59,053.06</u>
<b>Non Current Assets</b>	
Deposits	<u>1,821.00</u>
<b>Total Non Current Assets</b>	<u>1,821.00</u>
<b>Total Assets</b>	<u>\$ 98,098.30</u>

**Burlington Community Pool Corp**  
**ASSETS, LIABILITIES AND NET ASSETS -INCOME TAX BASIS**  
**As of December 31, 2019**

**Liabilities and Net Assets**

	<b>2019</b>
<b>Current Liabilities</b>	
Accounts Payable	\$ (106.80)
Customer Deposits	2,139.00
Federal W/H and FICA Tax Payable	896.49
State Withholding Payable	<u>516.00</u>
<b>Total Current Liabilities</b>	<u>3,444.69</u>
<b>Long-Term Liabilities</b>	
<b>Total Long-Term Liabilities</b>	<u>0.00</u>
<b>Total Liabilities</b>	<u>3,444.69</u>
<b>Net Assets</b>	
Temporarily Restricted	750,388.91
Net Assets	<u>(655,735.30)</u>
<b>Net Assets</b>	<u>94,653.61</u>
<b>Total Liabilities and Net Assets</b>	<u><u>\$ 98,098.30</u></u>

**Burlington Community Pool Corp**  
**REVENUES AND EXPENSES AND CHANGES IN NET ASSETS - TAX BASIS**

	Year Ended December 31, 2019	Percent
<b>Revenues</b>		
Concessions	\$ 76,537.36	11.81 %
Memberships	152,283.00	23.50
Pool Events	6,364.50	0.98
Programs Services	46,360.00	7.16
Merchandise Sales	3,171.00	0.49
Daily Passes	102,620.00	15.84
Interest Income	<u>100.88</u>	<u>0.02</u>
<b>Total Revenues</b>	<u>387,436.74</u>	<u>59.80</u>
<b>Functional Expenses</b>		
Program Services	358,239.66	55.29
General and Administrative	10,987.18	1.70
<b>Total Operating Expenses</b>	<u>369,226.84</u>	<u>56.99</u>
<b>Change in Net Assets Before Other Income (Expenses)</b>	<u>18,209.90</u>	<u>2.81</u>
<b>Other Income (Expenses)</b>		
Contributions	260,444.00	
Contributions to Community Fund	<u>(405,000.00)</u>	
<b>Total Other Income (Expenses)</b>	<u>(144,556.00)</u>	
<b>Change in net assets</b>	(126,346.10)	
<b>Net Assets - beginning of year</b>	<u>220,999.71</u>	
<b>Net Assets - end of the year</b>	<u><u>\$ 94,653.61</u></u>	

**Burlington Community Pool Corp**  
**STATEMENT OF CASH FLOWS- TAX BASIS**

	<b>12 Months Ended December 31, 2019</b>
<b>Cash Flows from Operating Activities</b>	
Net Income (Loss)	\$ (126,346.10)
Adjustments to reconcile net income (loss) to net cash provided by (used in) operating activities:	
Depreciation and Amortization	23,518.41
Losses (Gains) on Disposal of Property and Equipment	\$ 0.00
Decrease (Increase) in Operating Assets:	
Accounts Receivable	(670.00)
Increase (Decrease) in Operating Liabilities:	
Accounts Payable	1,817.20
Accrued Liabilities	<u>(3,360.51)</u>
Total Adjustments	<u>21,305.10</u>
<b>Net Cash Provided By (Used In) Operating Activities</b>	<u>(105,041.00)</u>
<b>Cash Flows from Investing Activities</b>	
Capital Expenditures	<u>(3,573.86)</u>
<b>Net Cash Provided By (Used In) Investing Activities</b>	<u>(3,573.86)</u>
<b>Cash Flows from Financing Activities</b>	
<b>Net Cash Provided By (Used In) Financing Activities</b>	<u>0.00</u>
<b>Net Increase (Decrease) In Cash and Cash Equivalents</b>	(108,614.86)
<b>Beginning Cash and Cash Equivalents</b>	<u>145,169.10</u>
<b>Ending Cash and Cash Equivalents</b>	<u>\$ 36,554.24</u>

## Supplemental Information

**Burlington Community Pool Corp**  
**STATEMENT OF FUNCTIONAL EXPENSES - TAX BASIS**  
**For the Year Ended December 31, 2019**

	<b>Program Services</b>	<b>General and Administrative</b>	<b>Fundraising</b>	<b>Total</b>
<b>Expenses</b>				
Accounting	-	3,868.95	-	3,868.95
Marketing	3,236.21	-	-	3,236.21
Bank and Credit Card Charges	9,429.36	-	-	9,429.36
Concession Supplies	39,682.17	-	-	39,682.17
Life Guard Training & Supply	7,183.83	-	-	7,183.83
Depreciation	23,518.41	-	-	23,518.41
Dues & Subscriptions	2,150.00	-	-	2,150.00
Insurance - General	-	844.00	-	844.00
Insurance - Workers Comp	5,106.00	-	-	5,106.00
Merchandise Costs	1,087.77	-	-	1,087.77
Janitorial Services and Supplies	4,920.45	-	-	4,920.45
Office Expenses	9,605.39	1,230.00	-	10,835.39
Repairs & Maintenance	8,875.03	-	-	8,875.03
Salaries & Wages	168,104.40	3,650.00	-	171,754.40
Contracted Services	8,150.00	-	-	8,150.00
Supplies & Materials	16,514.25	-	-	16,514.25
Taxes - Payroll	12,860.00	279.23	-	13,139.23
Taxes - Sales	16,128.05	-	-	16,128.05
Travel	573.99	-	-	573.99
Utilities	21,114.35	1,115.00	-	22,229.35
	<u>358,239.66</u>	<u>10,987.18</u>	<u>0.00</u>	<u>369,226.84</u>
<b>Total Operating Expenses</b>	<u>358,239.66</u>	<u>10,987.18</u>	<u>0.00</u>	<u>369,226.84</u>

See Accountants' Compilation Letter

	Operations		Lessons Clubs Training		Concessions	
	(Program Services)		(Program Services)		(Program Services)	
	Jan - Dec 19	Jan - Dec 18	Jan - Dec 19	Jan - Dec 18	Jan - Dec 19	Jan - Dec 18
Ordinary Income/Expense						
Income						
Auction Proceeds	0.00	0.00	0.00	0.00	0.00	0.00
Gifts in Kind - Goods	0.00	0.00	0.00	0.00	0.00	0.00
Program Income						
Membership	152,283.00	134,938.00	0.00	0.00	0.00	0.00
Daily Passes	102,620.00	104,723.15	0.00	0.00	0.00	0.00
Program Service Fees	0.00	3,760.00	46,360.00	30,285.00	0.00	0.00
Pool Parties	6,364.50	7,867.50	0.00	0.00	0.00	0.00
Concession Revenue	0.00	0.00	0.00	0.00	76,537.36	69,576.15
Refunds	0.00	-190.00	0.00	0.00	0.00	0.00
Merchandise Sales	3,171.00	2,986.00	0.00	0.00	0.00	0.00
Total Program Income	264,438.50	254,084.65	46,360.00	30,285.00	76,537.36	69,576.15
Sales Tax Expense	-12,434.82	-9,870.70	0.00	0.00	-3,693.23	-1,766.83
Total Income	252,003.68	244,213.95	46,360.00	30,285.00	72,844.13	67,809.32
Expense						
Donated Items Auction	0.00	0.00	0.00	0.00	0.00	0.00
Facilities and Equipment						
Depreciation Expense	22,348.68	18,427.66	0.00	0.00	1,169.73	1,169.73
Chemicals	16,514.25	17,673.11	0.00	0.00	0.00	0.00
Contracted Services Maintenance	8,150.00	2,970.00	0.00	0.00	0.00	0.00
Janitorial Services & Supplies	4,812.75	3,030.69	0.00	0.00	107.70	0.00
Repairs, Maintenance, Supplies	8,875.03	6,657.85	0.00	0.00	0.00	973.27
Utilities	22,229.35	22,089.38	0.00	0.00	0.00	0.00
Facilities and Equipment - Other	0.00	991.99	0.00	0.00	0.00	0.00
Total Facilities and Equipment	82,930.06	71,840.68	0.00	0.00	1,277.43	2,143.00
Operations						
Legal Fees	0.00	315.00	0.00	0.00	0.00	0.00
Accounting Fees	3,868.95	1,714.50	0.00	0.00	0.00	0.00
Advertising and Promotion	3,236.21	0.00	0.00	0.00	0.00	0.00
Bank and Credit Card Charges	9,429.36	7,496.76	0.00	0.00	0.00	0.00
Concessions	0.00	40.00	0.00	0.00	39,682.17	34,643.67
Dues and Licenses	2,150.00	3,485.00	0.00	0.00	0.00	0.00
Insurance Board	844.00	0.00	0.00	0.00	0.00	0.00
Office Expenses	4,848.73	17,427.19	0.00	0.00	0.00	500.00
Printing and Reproduction	947.32	2,358.14	0.00	0.00	0.00	104.00
Resale Items	1,087.77	690.68	0.00	0.00	0.00	0.00
Software IT Services	5,039.34	0.00	0.00	0.00	0.00	0.00
Conferences and Meetings	573.99	354.00	0.00	0.00	0.00	0.00
Total Operations	32,025.67	33,881.27	0.00	0.00	39,682.17	35,247.67
Personnel						
Life Guard Training and Supply	4,402.67	11,616.11	2,781.16	1,165.00	0.00	0.00
Payroll Tax Expense	9,767.80	11,744.27	1,763.14	294.33	1,608.29	1,745.99
Wages	127,969.52	124,548.25	22,898.01	3,487.51	20,886.87	22,823.43
Workers Compensation Insurance	3,803.98	960.00	679.09	0.00	622.93	0.00
Total Personnel	145,943.97	148,868.63	28,121.40	4,946.84	23,118.09	24,569.42
Total Expense	260,899.70	254,590.58	28,121.40	4,946.84	64,077.69	61,960.09
Net Ordinary Income	-8,896.02	-10,376.63	18,238.60	25,338.16	8,766.44	5,849.23
Other Income/Expense	100.88	304.25	0.00	0.00	0.00	0.00
Net Income	-8,795.14	-10,072.38	18,238.60	25,338.16	8,766.44	5,849.23

	Total Program Services		Fundraising		TOTAL	
	Jan - Dec 19	Jan - Dec 18	Jan - Dec 19	Jan - Dec 18	Jan - Dec 19	Jan - Dec 18
Ordinary Income/Expense						
Income						
Auction Proceeds	0.00	0.00	0.00	13,361.00	0.00	13,361.00
Gifts in Kind - Goods	0.00	0.00	0.00	15,236.00	0.00	15,236.00
Program Income						
Membership	152,283.00	134,938.00	0.00	0.00	152,283.00	134,938.00
Daily Passes	102,620.00	104,723.15	0.00	0.00	102,620.00	104,723.15
Program Service Fees	46,360.00	34,045.00	0.00	0.00	46,360.00	34,045.00
Pool Parties	6,364.50	7,867.50	0.00	0.00	6,364.50	7,867.50
Concession Revenue	76,537.36	69,576.15	0.00	0.00	76,537.36	69,576.15
Refunds	0.00	-190.00	0.00	0.00	0.00	-190.00
Merchandise Sales	3,171.00	2,986.00	0.00	0.00	3,171.00	2,986.00
Total Program Income	387,335.86	353,945.80	0.00	0.00	387,335.86	353,945.80
Sales Tax Expense	-16,128.05	-11,637.53	0.00	0.00	-16,128.05	-11,637.53
Total Income	371,207.81	342,308.27	0.00	28,597.00	371,207.81	370,905.27
Expense						
Donated Items Auction	0.00	0.00	0.00	13,361.00	0.00	13,361.00
Facilities and Equipment						
Depreciation Expense	23,518.41	19,597.39	0.00	0.00	23,518.41	19,597.39
Chemicals	16,514.25	17,673.11	0.00	0.00	16,514.25	17,673.11
Contracted Services Maintenance	8,150.00	2,970.00	0.00	550.00	8,150.00	3,520.00
Janitorial Services & Supplies	4,920.45	3,030.69	0.00	0.00	4,920.45	3,030.69
Repairs, Maintenance, Supplies	8,875.03	7,631.12	0.00	975.00	8,875.03	8,606.12
Utilities	22,229.35	22,089.38	0.00	0.00	22,229.35	22,089.38
Facilities and Equipment - Other	0.00	991.99	0.00	0.00	0.00	991.99
Total Facilities and Equipment	84,207.49	73,983.68	0.00	1,525.00	84,207.49	75,508.68
Operations						
Legal Fees	0.00	315.00	0.00	0.00	0.00	315.00
Accounting Fees	3,868.95	1,714.50	0.00	0.00	3,868.95	1,714.50
Advertising and Promotion	3,236.21	0.00	0.00	0.00	3,236.21	0.00
Bank and Credit Card Charges	9,429.36	7,496.76	0.00	211.61	9,429.36	7,708.37
Concessions	39,682.17	34,683.67	0.00	1,073.05	39,682.17	35,756.72
Dues and Licenses	2,150.00	3,485.00	0.00	0.00	2,150.00	3,485.00
Insurance Board	844.00	0.00	0.00	0.00	844.00	0.00
Office Expenses	4,848.73	17,927.19	0.00	700.00	4,848.73	18,627.19
Printing and Reproduction	947.32	2,462.14	0.00	902.75	947.32	3,364.89
Resale Items	1,087.77	690.68	0.00	0.00	1,087.77	690.68
Software IT Services	5,039.34	0.00	0.00	0.00	5,039.34	0.00
Conferences and Meetings	573.99	354.00	0.00	0.00	573.99	354.00
Total Operations	71,707.84	69,128.94	0.00	2,887.41	71,707.84	72,016.35
Personnel						
Life Guard Training and Supply	7,183.83	12,781.11	0.00	0.00	7,183.83	12,781.11
Payroll Tax Expense	13,139.23	13,784.59	0.00	0.00	13,139.23	13,784.59
Wages	171,754.40	150,859.19	0.00	0.00	171,754.40	150,859.19
Workers Compensation Insurance	5,106.00	960.00	0.00	0.00	5,106.00	960.00
Total Personnel	197,183.46	178,384.89	0.00	0.00	197,183.46	178,384.89
Total Expense	353,098.79	321,497.51	0.00	17,773.41	353,098.79	339,270.92
Net Ordinary Income	18,109.02	20,810.76	0.00	10,823.59	18,109.02	31,634.35
Other Income/Expense	100.88	304.25	0.00	0.00	100.88	304.25
Net Income	18,209.90	21,115.01	0.00	10,823.59	18,209.90	31,938.60



**DATE:** May 5, 2020

**SUBJECT:** RESOLUTION 5005(1) - To approve the Award of Traffic Signal Improvement Project to MP Systems, Inc. for signals located at Bridge Street and Adams Street, Bridge Street and Jefferson Street, and Milwaukee Avenue and Pine Street.

**SUBMITTED BY:** Peter Riggs, Director of Public Works

**BACKGROUND/HISTORY:**

The City of Burlington owns, operates, and maintains several traffic signals near the Canadian National (CN) rail line in the heart of the City. The interoperability of the traffic signals and rail lines are critical to protect the safety of the motoring public vehicular traffic. Several improvements have been identified at these locations that are necessary to maintain public safety through these corridors, which is outlined below. It is important to note these improvements have been necessary since the original installation of signals along the rail lines, and they were not brought about by the siding extension project or any changes, or lack thereof, in the City's signalization equipment. These are legacy issues that have existed for years.

City staff has discussed these issues in detail with staff from CN, Office of the Commissioner of Railroads (ORC), Federal Railway Administration (FRA), and WisDOT. There is consensus on what improvements are needed. ORC has issued an order for the City of Burlington to implement improvements at these intersections by June 30, 2020.

As part of the 2018 Siding extension project, Canadian National provided \$50,000 in funding to assist with the implementation of these improvements. The City secured TADI to design and draft plans for the project. The project includes signal-rail interoperability improvements and signal controller battery backup installation at all three sites in addition to the following improvements:

1. Bridge St & Adams St:
  1. Reprogramming of signals to allow left turn phase while gates are down for westbound Adams St.
2. Bridge St & Jefferson St:
  1. Install 5 head signals to allow for left turn phase.
  2. Reprogramming of signals to allow left turn phase while gates are down for westbound Jefferson St.
3. Milwaukee Ave & Pine St
  1. Install 5 head signals to allow for left turn phase.
  2. Reprogramming of signals to allow left turn phase during track clearing phase.

Staff solicited bids from four experienced firms and received two submittals, shown below.

- MP Systems, INC: \$52,761.70
- Outdoor Lighting Construction Company, INC: \$56,062.95

**BUDGET/FISCAL IMPACT:**

CN contributed \$50,000 as part of the siding extension project agreement to be used to resolve these signalization issues. In addition, CN provided \$7,500 for the closure of the Robert St crossing. These funds (\$57,500) have been received. To date the City has spent \$15,925 for engineering and design, leaving \$41,575 of the CN funding to assist with completion of the project.

The lowest cost proposal was submitted by MP Systems for \$52,761.70. The project will require a net \$11,186.70 from the general fund, if the Council decides to proceed with the MP Systems proposal.

**RECOMMENDATION:**

Staff recommends approval of the resolution to proceed with the signal improvement project with MP Systems, Inc.

**TIMING/IMPLEMENTATION:**

This item is for discussion at the May 5, 2020 Committee of the Whole meeting, and is scheduled for final consideration the same evening Common Council meeting.

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**Attachments**

Res 5005(1) Traffic Signal Improvement Project

MP Systems Proposal

Outdoor Lighting Proposal

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**A RESOLUTION APPROVING THE AWARD OF THE CONTRACT FOR TRAFFIC SIGNAL  
IMPROVEMENT PROJECT TO MP SYSTEMS, INC**

**WHEREAS**, on June 1, 2004 the Common Council did approve Resolution 3812(18), a Resolution Adopting a Purchasing Policy for the City of Burlington and on May 16, 2006 approved Resolution 4015(3), updating such Purchase Policy; and,

**WHEREAS**, the Purchasing Policy requires that all non-construction related Budget Items requiring expenditures of \$15,000 or more be reviewed and pre-approved by the Common Council; and,

**WHEREAS**, The City of Burlington owns, maintains, and is responsible for the care and safe operation of various traffic control signals and equipment throughout the City; and,

**WHEREAS**, improvements to the traffic signals at the intersection of Milwaukee Ave & Pine St, Bridge St & Jefferson St, and Bridge St & Adams St have been identified as necessary and required by the Office of the Commissioner of Railroads; and,

**WHEREAS**, the Canadian National Railroad, as part of the 2018 siding extension project, provided \$50,000 to assist with funding these signalization improvements and \$7,500 for the closure of Robert St which could be also be used to fund these improvements; and,

**WHEREAS**, proposals to perform the improvements were solicited and the lowest cost submittal was provided by MP Systems INC in the amount of \$52,761.70; and,

**WHEREAS**, The City of Burlington believes that it is in the City's best interest to contract with MP SYSTEMS for the completion of the updates needed to update the railroad traffic signal mods.

**NOW, THEREFORE, BE IT RESOLVED** that the Common Council of the City of Burlington hereby approve the traffic signal improvement project with MP Systems INC for the amount of \$52,761.70.

Introduced: May 5, 2020  
Adopted:

\_\_\_\_\_  
Jeannie Hefty, Mayor

Attest:

\_\_\_\_\_  
Diahn Halbach



DATE: April 16, 2020

TO: City of Burlington

SUBJECT: Burlington RR traffic Signal Mods

Dear General Contractor,

MP Systems is pleased to provide a unit price proposal for the electrical work and associated material and equipment for the above referenced project. Our proposal is based on the AIA-A401 Subcontract Agreement and the specifications/drawings provided by State of Wisconsin Department of Transportation. Our unit price is as below

*NOTE: This proposal is based on all of the items listed below to be awarded to MP Systems.*

We have **included** in our price:

- Installation of MP Systems supplied materials for bid units per unit price sheet below.

We have **not included**:

- Permits
- DBE Requirements
- Surveying or staking.
- Restoration.
- Rock Excavation.
- Utility or electrical service charges for new / relocated service.
- Erosion control.
- Hard surface removal/replacement.
- Liquidated damages for delay of Materials. (Traffic Signal Poles, Bases and Signal Faces, Street Light Pole, Arms, and Luminaires).

This pricing is valid for 30 days from date of receipt. If you should have any questions, please feel free to email me at trent.parker@mp-systemsinc.com, or call (262) 879-8254 or (414) 315-2572 cell.

Sincerely,

Trent W. Parker

*Trent W. Parker*

**MP SYSTEMS, Inc.**

MN Office  
13735 Aberdeen St. NE  
Ham Lake, MN 55304-6784  
Telephone: 651-484-9632  
Fax: 651-484-9652

Corporate Office  
5477 South Westridge Court  
New Berlin, WI 53151  
Telephone: 262-246-0280

SAFETY: **Working Together for Tomorrow**

Page 1 of 1

Page 21 of 159

Please read the reverse side for Lien Notice required by Wisconsin Law and for conditions and terms.

## TERMS AND CONDITIONS OF SALE

**1. LIEN NOTICE.** As required by the Wisconsin Construction Lien Law, Seller (MP Systems, Inc. and all DBAs) hereby notifies Owner that persons or companies furnishing labor or materials for the construction on Owner's land may have lien rights on the Owner's land and buildings if not paid. Those entitled to lien rights, in addition to Seller, are those who contract directly with the Owner or those who give the Owner notice within sixty (60) days after they first furnish labor or materials for the construction. Accordingly, Owner will probably receive notices from those who furnish labor or materials for the construction, and should give a copy of each notice received to his mortgage lender, if any. Seller agrees to co-operate with the Owner and his lender, if any, to see that all potential lien claimants are duly paid.

**2. ENTIRE AGREEMENT.** This Agreement constitutes the entire contract for material, work, and other goods and services (collectively "Goods") between the Seller and the buyer ordering such Goods ("Buyer"). It is expressly agreed that no statement, arrangement, warranty, or understanding, oral or written, expressed or implied, will be recognized unless it is stated in, or otherwise permitted by, this Agreement. This Agreement is solely for the benefit of Buyer and Seller, and is not intended for the benefit of any other party.

**3. PROPOSAL.** Seller is responsible for, and shall have sole control of, the construction methods, sequences and coordination of all work described in the Proposal, unless expressly stated to the contrary. Any items not listed are not included in the Agreement price and shall be the obligation of the Buyer.

**4. CONSTRUCTION MATERIALS.** All materials and work shall be furnished in accordance with normal industry tolerances or color variation, thickness, size, weight, amount, finish, texture and performance standards. Excess materials delivered to job site and/or materials not physically attached to the structure after substantial completion of the work contemplated by this Agreement shall remain the property of Seller.

**5. ACCESS TO WORK AND SITE.** Buyer shall provide electric power, water, telephone and toilet facilities for use by Seller and its subcontractors/employees. Storage of materials and storage of Seller's equipment shall also be provided by Buyer. All utility connections and service charges, if any, shall be paid by the Buyer. Furthermore, Buyer agrees to maintain access for Seller at the Project Site to keep Project Site free from obstructions and conflicting work, and to obtain permission for Seller to gain access through adjacent property, if required by Seller to do so. Buyer shall be solely responsible for all risk, shall hold Seller harmless and free of liability, and shall compensate for any damages or costs arising out of such access or the failure to maintain access, except to the extent due to the intentional acts of Seller, its agents and/or employees.

**6. INSURANCE.** Seller shall maintain workers' compensation, automobile liability, commercial general liability and such other insurance as required by law. Seller will furnish a Certificate of Insurance evidencing the types and amounts of its coverage, upon request. Buyer shall maintain insurance covering all physical loss expressly including, but not limited to, coverage for collapse, fire, wind damage, theft, vandalism and malicious mischief, naming Seller as additional insured. Buyer assumes risk of loss during construction, except for the intentional acts of Seller, its subcontractors or employees.

**7. ENVIRONMENTAL HAZARDS.** Seller is not responsible for any environmental hazards. The Buyer shall be solely responsible for all risk, shall indemnify and hold Seller harmless and free of liability, and shall bear the costs of any removal or correction of environmental materials.

**8. SITE CONDITIONS.** Seller shall not be responsible for additional costs due to the existence of latent conditions that are not disclosed in writing to Seller. The raising, disconnection, re-connection or relocation of any mechanical equipment that may be necessary for Seller to perform the work shall be performed by others or treated as an extra.

**9. PAYMENT.** Buyer shall timely make all payments required by this Agreement. Time is of the essence as to all terms of payment. Buyer agrees that, in addition to other remedies available to Seller, if payment is not timely made, Seller shall be entitled to a service charge of 1.0% per month on all past due amounts, plus, if not contrary to any law, all costs of collection including actual attorneys' fees. Seller shall furnish lien waivers to Buyer at the time each Progress Payment and the Final Payment is made to Seller for the proportionate value of all Goods ordered or delivered as of the time the payment is made. Final Payment shall constitute acceptance and approval of all work, and a waiver of all claims by Buyer, except those arising from liens or the warranty included in this Agreement. No retention shall apply to any of the work.

**10. JOB SIGN.** Buyer agrees to allow Seller to display a construction sign at the Project Site.

**11. CHANGES.** No changes, additions, alterations, deviations or extras to the Plans and Specifications shall be made without a written Change Order signed by the Buyer and Seller in advance, which will be performed based on Seller's standard time and material rates. Notwithstanding, Buyer's signature shall not be required for changes necessary to conform to codes, laws or regulations required by any utility or governmental authority, or to address existing conditions of the Project Site unknown to Seller at the time Seller signs this Agreement. All Change Orders shall be incorporated as part of this Agreement. Upon Seller's request, Buyer agrees to pay for all changes in advance of each change being commenced. Buyer understands and agrees that changes will extend the time of performance by at least 5 work days for each change unless otherwise agreed in writing.

**12. WORK STOPPAGE.** Should work be stopped by any public authority or the Buyer for more than thirty calendar days, Seller may terminate this Agreement and collect for the value of all work completed and materials ordered as of the date work is stopped, plus Seller's anticipated profit under this Agreement. Buyer's failure to sign Change Orders or Buyer's refusal to make progress payments, or any other cause beyond Seller's sole control, shall also be cause for work stoppage by Seller.

**13. DELAY.** Work shall be completed within the number of working days stated in this Agreement, unless delay occurs due to work stoppage, adverse weather conditions, labor disputes, changes by Buyer, work performed by Buyer (or Buyer's separate contractors) or governmental authorities, unavailability of materials or supplies, unavoidable casualties, accidents, environmental hazards, Buyer's failure to make payments as required by this Agreement, or any other cause beyond Seller's sole control. Any such delay shall extend the time of performance or, at Seller's Option, terminate this Agreement if the cause of the delay cannot be resolved within thirty calendar days. Where Seller elects to extend performance, Seller shall also be entitled to additional payment to reflect any increased cost of labor and/or materials. Seller will give notice to Buyer of delay and any adjustments to time of performance or cost of the work necessitated by the delay.

**14. DISPUTES.** These Terms shall be deemed to have been made in and governed by the laws of the State of Wisconsin. Any legal suit or action with regard to these Terms or the Project hereunder may, at Seller's option, be venue in Milwaukee County Circuit Court, Wisconsin. Seller may also, at Seller's sole discretion, elect arbitration and/or mediation in place of civil litigation, without regard to whether litigation has been commenced by Buyer. If an Arbitrator cannot be agreed upon, Seller can petition Circuit Court for same.

**15. WARRANTY.** Seller warrants and guarantees to Buyer that all material and equipment, and the work to be performed hereunder, will be of good quality and free from faults and defects. This warranty shall cover material (except lamps and other expendables) for the manufacturer's stated warranty period and workmanship for one year from the date of substantial completion. This warranty does not apply to bid work if the bid documents stipulate a lesser warranty. This warranty is in lieu of all other warranties, express or implied, of merchantability, fitness for a particular purpose, performance, or otherwise. Seller's liability under the warranty is strictly and exclusively limited to the repair or replacement at the job site of such work (including material and equipment) as is found to be defective within such warranty period, and with respect to which the Buyer has given Seller prompt written notice within such period. No allowance will be made for repairs or alterations unless made with Seller's prior written consent or approval. In no event shall Seller be liable for claims for any other damages based upon breach of express or implied warranty or negligence whether direct, immediate, foreseeable, consequential or special. This paragraph states Seller's entire liability with respect to warranties, guarantees, or representations, express or implied. Seller will be held harmless against claims, damages, losses and expenses, including attorneys' fees arising from work not done by Seller's own workforce.

**16. CONFLICTS/INCONSISTENCIES.** If any inconsistency or ambiguity is believed to exist among any of the documents comprising the contract, the inconsistency or ambiguity shall be resolved by applying the following order of precedence: (a) this Agreement including these Terms and Conditions; (b) the plans and specifications, if any; (c) other documents comprising the contract, if any.

**17. ASBESTOS AND TOXIC MATERIALS.** This proposal and contract is based upon the work to be performed by Seller not involving asbestos-containing or toxic materials and that such materials will not be encountered or disturbed during the course of performing the work. Seller is not responsible for expenses, claims or damages arising out of the presence, disturbance, or removal of asbestos-containing or toxic material. In the event that such materials are encountered, Seller shall be entitled to reasonable compensation for all additional expenses incurred as a result of the presence of asbestos-containing or toxic materials at the work site.

**18. PROTECTION OF PERSONAL PROPERTY AND PROJECT SITE.** Buyer agrees to remove or protect any personal property inside and outside the Project Site. Seller shall make reasonable efforts to avoid damage to existing property. Seller will make every effort to keep dust down to a bare minimum. Seller is not responsible for housecleaning or damages during normal construction activities.

**19. IMPAIRMENT OF CREDIT.** If Buyer is or becomes insolvent, or is unable to pay his debts as they mature, or files or has filed against him a bankruptcy, insolvency, or similar petition or fails to pay any debt arising hereunder to Seller on time, or if Seller in good faith doubts the ability of Buyer to pay, Seller may, at its option, either: (a) terminate the work at any time thereafter, and Buyer shall thereupon pay for all work performed on a pro-rata basis plus all lost profit or (b) discontinue work until such time as the Buyer has paid Seller in full for work performed, has agreed to pay Seller for any additional costs incurred because of such discontinuance, and upon such other terms or conditions as may be imposed by Seller to ensure the payment for the work.

**20. HOLD HARMLESS.** Seller will hold harmless and defend Buyer against any claims brought by a third party for damages or losses arising out of Seller's performance of work under this contract provided that the third party claim is attributable to bodily injury or death, or injury to or from destruction of tangible property, but only to the extent caused by the negligence of Seller or Seller's subcontractors and not caused in whole or in part by the Buyer or its agents, employees or representatives. Seller shall not be liable for any consequential damages claimed by any party including, but not limited to, lost profits, loss of use, or attorney's fees. As conditions precedent to Seller's duties under this provision, Buyer must (a) provide Seller with written notice of any claim against Buyer immediately after Buyer is aware of the claim; and (b) remain current with all of Buyer's obligations under this contract. This provision is null and void if the Buyer fails to perform any of its obligations under this contract. Seller shall have the sole right to manage the defense of the claim or resolve the claim. Buyer agrees to fully cooperate with Seller in the investigation and defense of any claim brought by another party.

**21. WORKING HOURS.** Unless specifically noted, all work included in this contract is to be performed during normal business hours, Monday through Friday. Work performed at any other time, or on legal holidays, will result in an extra charge to Buyer.

**22. GENERAL EXCLUSIONS.** Seller shall not be responsible for coordinating or supervising work performed by Buyer's own forces or contractors. Seller shall be entitled to an equitable adjustment for hidden or latent conditions. Cost of pumping water from basements and other excavations is not included in quotation. Any alteration or deviation from the specifications as outlined on reverse involving extra cost of material or labor will only be executed upon written orders for same and will become an extra charge over the sum mentioned in this contract. Seller is not responsible for damage to underground services. Any changes in local or state codes effective after date of proposal will be charged as an extra or credited as the case may be. Patching of walls and floors is to be done by others unless specifically stated in this contract as Seller's responsibility.

Proposal Number: 0

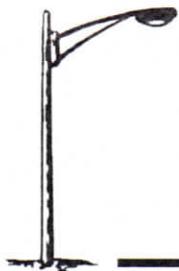
Project Description: 0  
0  
0

Project I.D. 0



Line#	Item#	Item Description	Units	Price	Qty.	Total
0	619.1000	Mobilization	LS	\$ 2,261.20	1	\$ 2,261.20
0	643.0100	Traffic Control	LS	\$ 1,813.49	1	\$ 1,813.49
0	655.0230	Cable Traffic Signal 5-14 AWG	LF	\$ 1.13	155	\$ 175.15
0	655.0240	Cable Traffic Signal 7-14 AWG	LF	\$ 1.31	25	\$ 32.75
0	658.0175	Traffic Signal Face 5S 12-Inch	EA	\$ 1,251.67	4	\$ 5,006.68
0	658.5069	Traffic Signal Mounting Hardware Bridge at Jefferson	LS	\$ 669.27	1	\$ 669.27
0	658.5069	Traffic Signal Mounting Hardware Milwaukee at Pine	LS	\$ 669.27	1	\$ 669.27
0	SPV.0060.01	Battery Backup System	EA	\$ 9,706.22	3	\$ 29,118.66
0	SPV.0105.01	Modify Traffic Signals Bridge at Adams	LS	\$ 4,914.93	1	\$ 4,914.93
0	SPV.0105.02	Modify Traffic Signals Bridge at Jefferson	LS	\$ 4,558.90	1	\$ 4,558.90
0	SPV.0105.03	Modify Traffic Signals Milwaukee at Pine	LS	\$ 3,541.40	1	\$ 3,541.40

TOTAL: \$ 52,761.70



# OUTDOOR LIGHTING CONSTRUCTION CO., INC.



8628 WEST CALUMET ROAD  
MILWAUKEE, WI 53224

414-354-9176 (OFFICE)

414-357-8574 (FAX)

Bid Date: 3/2/2020  
Project #:  
Description: Burlington RR Traffic Signal Modifications

Total Bid: \$56,062.95

Submitted By:  \_\_\_\_\_

Item #	Quantity	Description	Unit Price	Total Price
619.1000	1	MOBILIZATION	\$8,602.50	\$8,602.50
643.0100	1	TRAFFIC CONTROL	\$3,511.00	\$3,511.00
655.0230	155	CABLE 5C #14	\$1.59	\$246.45
655.0240	25	CABLE 7C #14	\$1.74	\$43.50
658.0175	4	SIGNAL FACE 5S	\$1,299.00	\$5,196.00
658.5069.01	1	MOUNTING HARDWARE BRIDGE & JEFFERSO	\$523.00	\$523.00
658.5069.02	1	MOUNTING HARDWARE MILWAUKEE & PINE	\$523.00	\$523.00
SPV.0060.01	3	BATTERY BACKUP SYSTEM	\$8,890.00	\$26,670.00
SPV.0105.01	1	MODIFY SIGNALS BRIDGE & ADAMS	\$4,001.00	\$4,001.00
SPV.0105.02	1	MODIFY SIGNALS BRIDGE & JEFFERSON	\$2,745.50	\$2,745.50
SPV.0105.0	1	MODIFY SIGNALS MILWAUKEE & PINE	\$4,001.00	\$4,001.00

Notes:

- 1) Railroad work: All work inside the Railroad cabinets is to be completed by others. The "Install 8/c Communications Cable" is to be furnished by others, installed by us and terminated by others.
- 2) Permits are not included in our pricing.



**COMMITTEE OF THE WHOLE**

**ITEM NUMBER 5B**

**DATE:** May 5, 2020

**SUBJECT:** RESOLUTION 5006(2) - To consider approving a Certified Survey Map for property located at 2457 Browns Lake Drive.

**SUBMITTED BY:** Megan Watkins, Assistant City Administrator | Zoning Administrator

**BACKGROUND/HISTORY:**

This resolution is to consider approval of a Certified Survey Map (CSM) application from Davel Engineering & Environmental on behalf of the Franciscan Friars Assumption Blessed Virgin Mary Province for property located at 2457 Browns Lake Drive. This CSM, drafted by Scott R. Andersen, WLS, seeks to subdivide one parcel into three parcels, and proposed Lot 2 to be fully zoned as Rm-2 – current zoning shows two zoning districts of Rm-3 Low Density Multiple Family Residential District and I-1 Institutional District in proposed Lot 2.

The Plan Commission recommended approval of this CSM at their April 14, 2020 meeting.

**BUDGET/FISCAL IMPACT:**

N/A

**RECOMMENDATION:**

Staff recommends approval of this Certified Survey Map request.

**TIMING/IMPLEMENTATION:**

This item is for discussion at the May 5, 2020 Committee of the Whole meeting, and is scheduled for final consideration at the same evening Common Council meeting.

**Attachments**

Res 5006(2) CSM 2457 Browns Lake Dr  
2457 Browns Lake Dr CSM

**A RESOLUTION APPROVING A CERTIFIED SURVEY MAP IN THE CITY OF  
BURLINGTON FOR PROPERTY LOCATED AT 2457 BROWNS LAKE DRIVE**

**WHEREAS**, the Plan Commission of the City of Burlington has reviewed a Certified Survey Map (CSM) for property described as:

All of Government Lots 1 and 2 and Part of Government Lot 3 and Part of the Northwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 22; AND All of Northwest  $\frac{1}{4}$  of Section 23 lying west of the Fox River; ALL of Township 03 North, Range 19 East, All being located in the City of Burlington, Racine County, Wisconsin, containing 6,962,163 Square Feet (159.8293 Acres) more or less of land described as follows:

Commencing at the North  $\frac{1}{4}$  Corner of Section 22-T03N-R19E;  
Thence N88°13'7"E along the north line of the NE  $\frac{1}{4}$  of said Section 22, 1539.91 feet to the point of beginning;  
Thence continuing N88°13'7"E along said north line, 1091.30 feet to the Northeast Corner of said Section 22;  
Thence N88°46'14"E along the north line of the NW  $\frac{1}{4}$  Section 23-T03N-R19E, 553.06 feet to a meander corner which is S88°46'14"W, 66 feet more or less from the ordinary high water mark of the Fox River;  
Thence S20°29'16"W along a meander line, 552.23 feet;  
Thence S08°59'37"W along a meander line, 880.13 feet;  
Thence S24°31'52"W along a meander line, 943.68 feet;  
Thence S52°09'19"W along a meander line, 1054.29 feet;  
Thence N82°08'24"W along a meander line, 1173.76 feet;  
Thence S68°48'13"W along a meander line, 605.41 feet to meander corner on the east right of way of Browns Lake Drive, said meander corner being N10°19'22"E, 100 feet more or less from the ordinary high water mark of the Fox River;  
Thence N10°19'22"E along the east right of way of Browns Lake Drive, 905.32 feet to a point of curvature of a curve to the left having a radius of 2924.84 feet and a delta angle of 12°23'00";  
Thence 632.14 feet along said right of way line and the arc of a curve which has a chord that bears N04°07'53"E, 630.92 feet;  
Thence N02°03'38"W along said right of way line, 243.32 feet;  
Thence N51°35'26"E 1837.41 feet to the point of beginning.

Described parcel includes the land between the described meander line and the ordinary high water mark of the Fox River. Described parcel is subject to Riparian Rights and subject to all easements and restrictions of record.

**NOW, THEREFORE, BE IT RESOLVED** by the Common Council of the City of Burlington, Racine County, State of Wisconsin, that the attached CSM prepared on January 24, 2020 by Scott R. Andersen, WLS, is hereby approved.

**BE IT FURTHER RESOLVED** that the City Clerk record said CSM with the Racine County Register of Deeds and provide a copy of the recorded CSM to the Planning and Development Director, Julie Anderson, of Racine County Planning and Development, located at 14200 Washington Ave., Sturtevant, WI 53177.

Introduced: May 5, 2020  
Adopted:

---

Jeannie Hefty, Mayor

Attest:

---

Diahnn Halbach, City Clerk

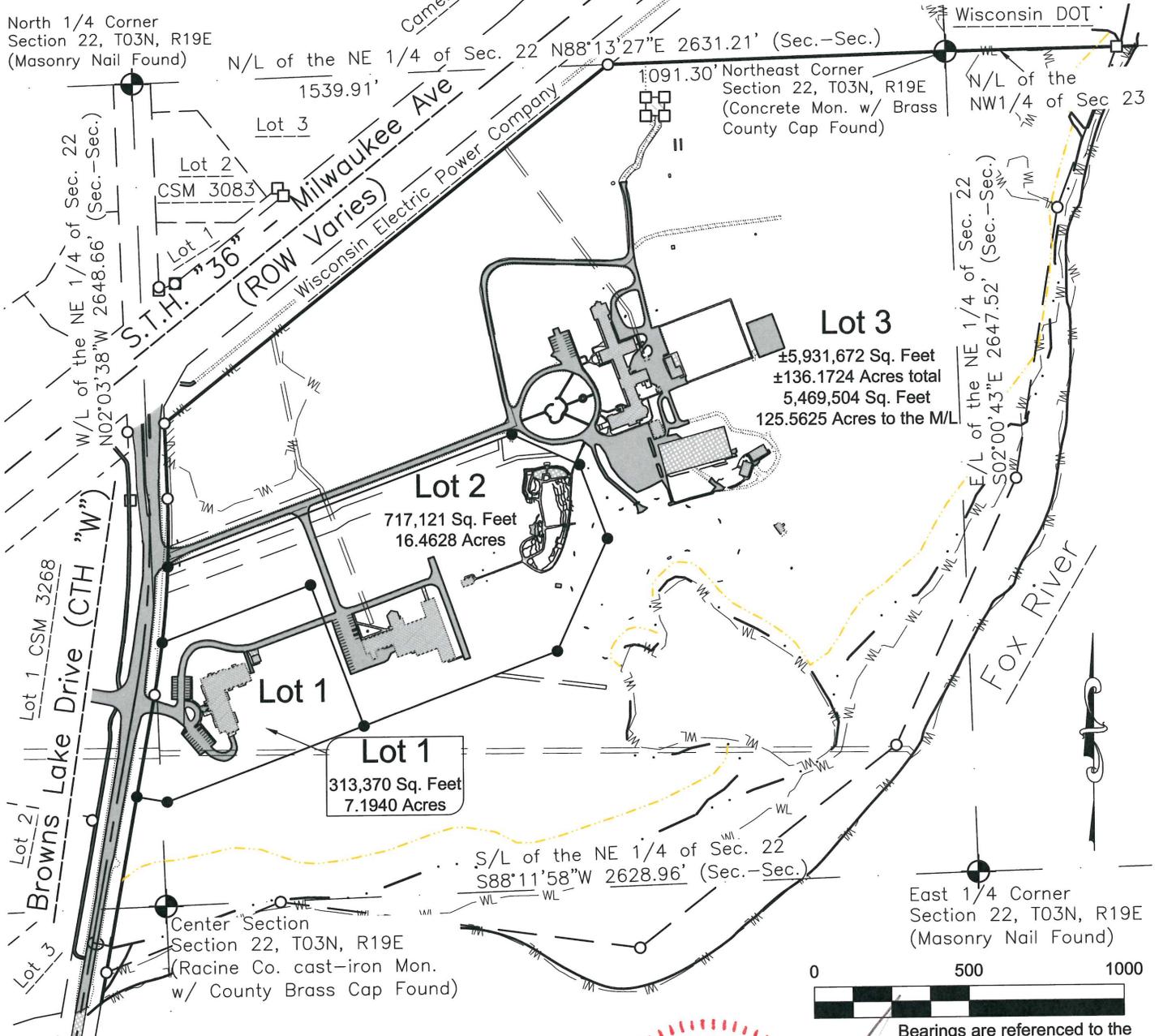
# Certified Survey Map No. \_\_\_\_\_

All of Government Lots 1 and 2 and Part of Government Lot 3 and Part of the Northwest 1/4 of the Northeast 1/4 of Section 22; AND All of the Northwest 1/4 of Section 23 lying west of the Fox River; ALL of Township 03 North, Range 19 East, All being located in the City of Burlington, Racine County, Wisconsin.

### LEGEND

- 3/4" x 18" Steel Rebar @ 1.50lbs/LF SET
- 3/4" Rebar Found
- 1.3" O.D. Iron Pipe Found
- ⊙ Government Corner
- ⓔ Existing Easement - See Sheet 9 of Doc.
- ▭ Existing Building
- ▨ Asphalt Pavement
- ▩ Concrete Pavement
- ▧ Gravel
- WL — Wetlands - Stantec (20180524)

Survey for:  
**Brian Bangart, CFO**  
**Franciscan Friars**  
**Assumption BVM Province**  
**9230 W. Highland Park Ave.**  
**Franklin, WI 53132**



**DAVEL ENGINEERING & ENVIRONMENTAL, INC.**  
 Civil Engineers and Land Surveyors  
 1164 Province Terrace, Menasha, WI 54952  
 Ph: 920-991-1866 Fax: 920-441-0804  
 www.davel.pro

WISCONSIN  
 SCOTT R. ANDERSEN  
 S-3169  
 SMPC  
 WI

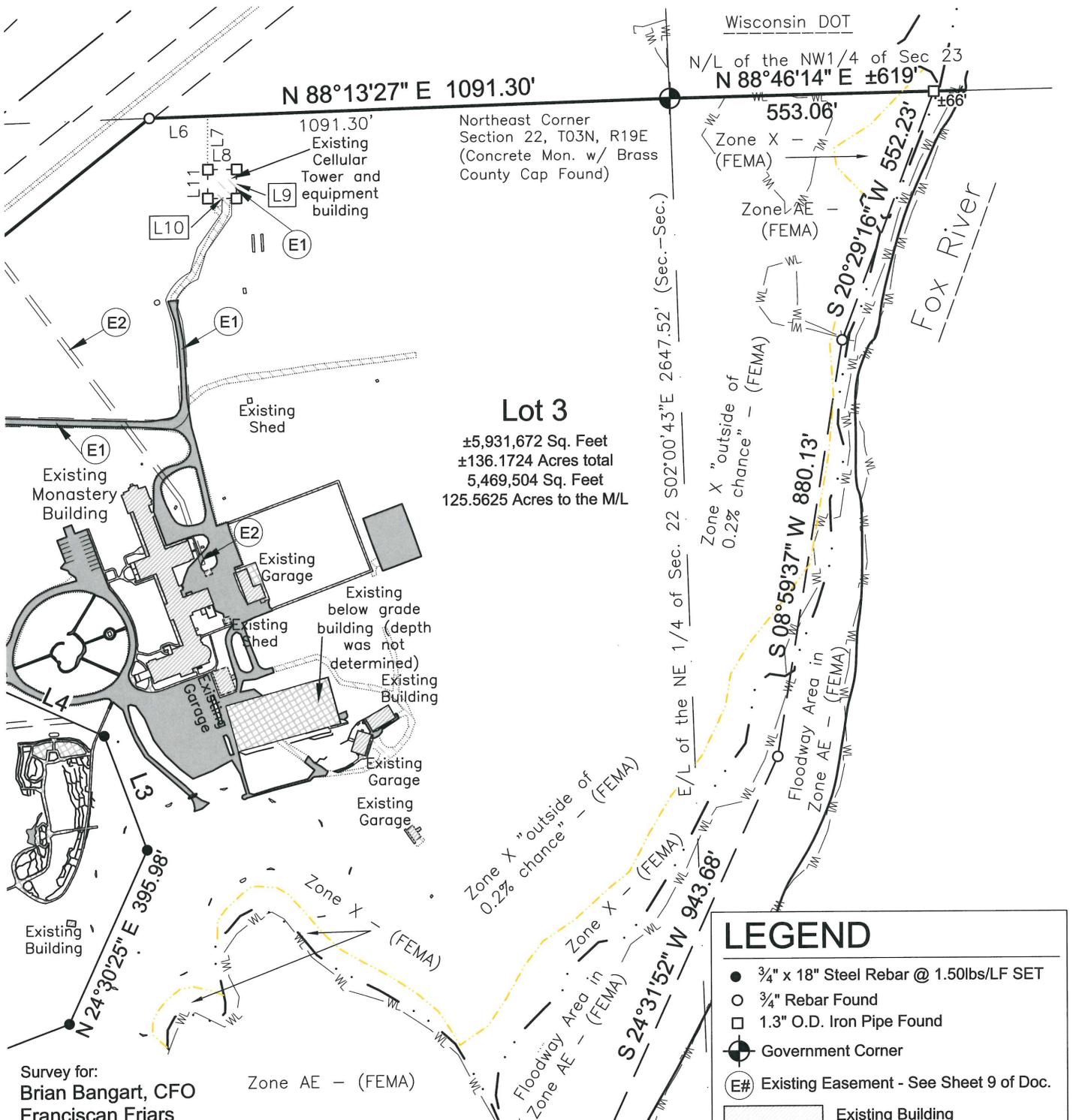
Scott R. Andersen  
 Professional Land Surveyor No. S-3169  
 scott@davel.pro

Bearings are referenced to the North line of the Northeast 1/4, Section 22, T03N, R19E, assumed to bear N 88°13'27" E, base on the State Plane Coordinate System (South Zone).

1/24/20  
 Date

# Certified Survey Map No. \_\_\_\_\_

All of Government Lots 1 and 2 and Part of Government Lot 3 and Part of the Northwest 1/4 of the Northeast 1/4 of Section 22; AND All of the Northwest 1/4 of Section 23 lying west of the Fox River; ALL of Township 03 North, Range 19 East, All being located in the City of Burlington, Racine County, Wisconsin.



**Lot 3**  
 ±5,931,672 Sq. Feet  
 ±136.1724 Acres total  
 5,469,504 Sq. Feet  
 125.5625 Acres to the M/L

LEGEND	
●	3/4" x 18" Steel Rebar @ 1.50lbs/LF SET
○	3/4" Rebar Found
□	1.3" O.D. Iron Pipe Found
⊙	Government Corner
ⓔ	Existing Easement - See Sheet 9 of Doc.
	Existing Building
	Asphalt Pavement
	Concrete Pavement
	Gravel
-WL-	Wetlands - Stantec (20180524)

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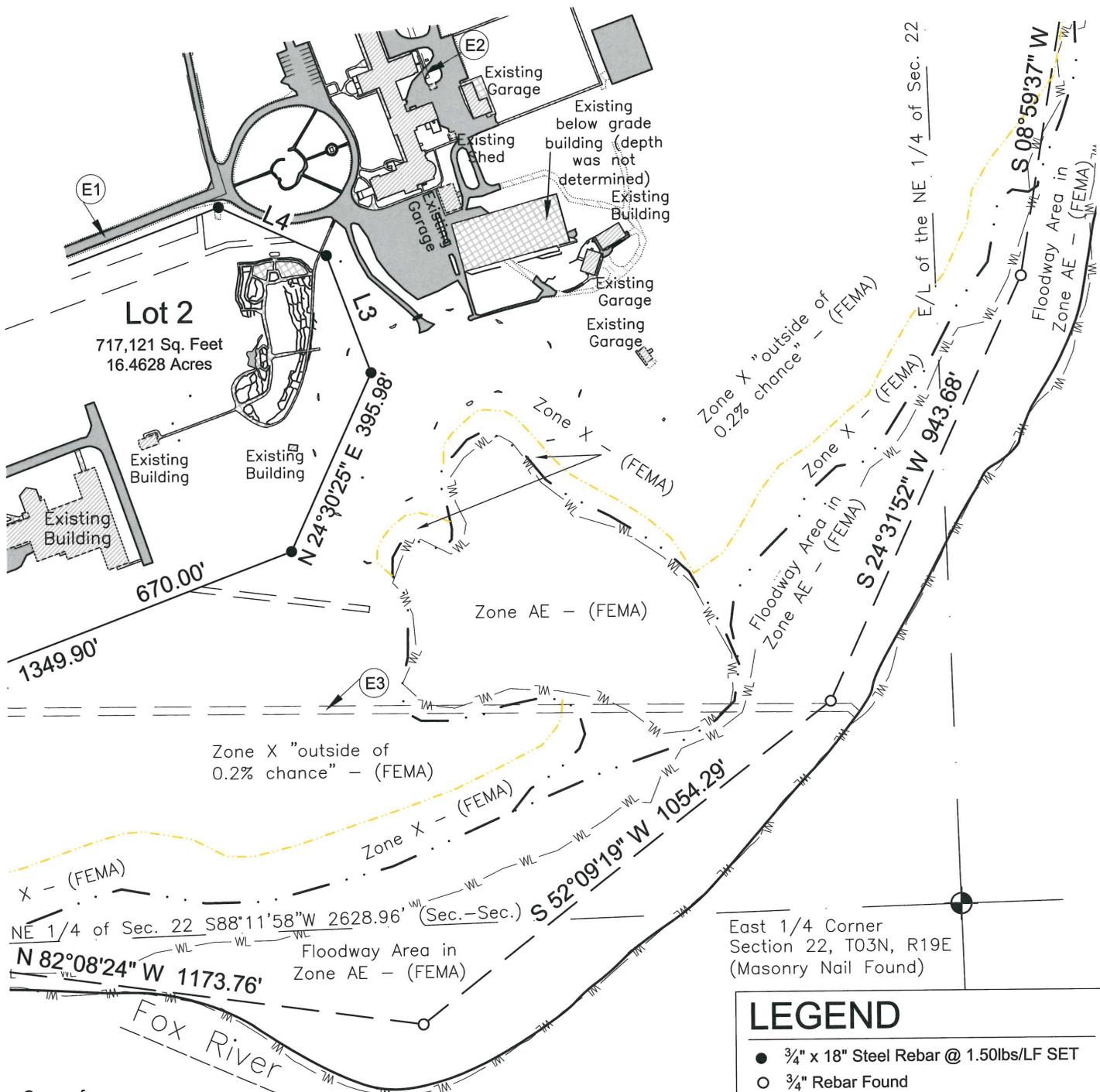
**SCOTT R. ANDERSEN**  
 S-3169  
 OMPO  
 WI

*[Signature]* 1/24/20  
 Date

Scott R. Andersen  
 Professional Land Surveyor No. S-3169  
 scott@davel.pro

# Certified Survey Map No. \_\_\_\_\_

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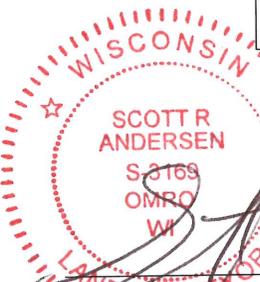
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### LEGEND

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- 3/4" Rebar Found
- 1.3" O.D. Iron Pipe Found
- ⊙ Government Corner
- (E#) Existing Easement - See Sheet 9 of Doc.
- [Hatched Box] Existing Building
- [Solid Grey Box] Asphalt Pavement
- [Cross-hatched Box] Concrete Pavement
- [Dotted Box] Gravel
- WL- Wetlands - Stantec (20180524)



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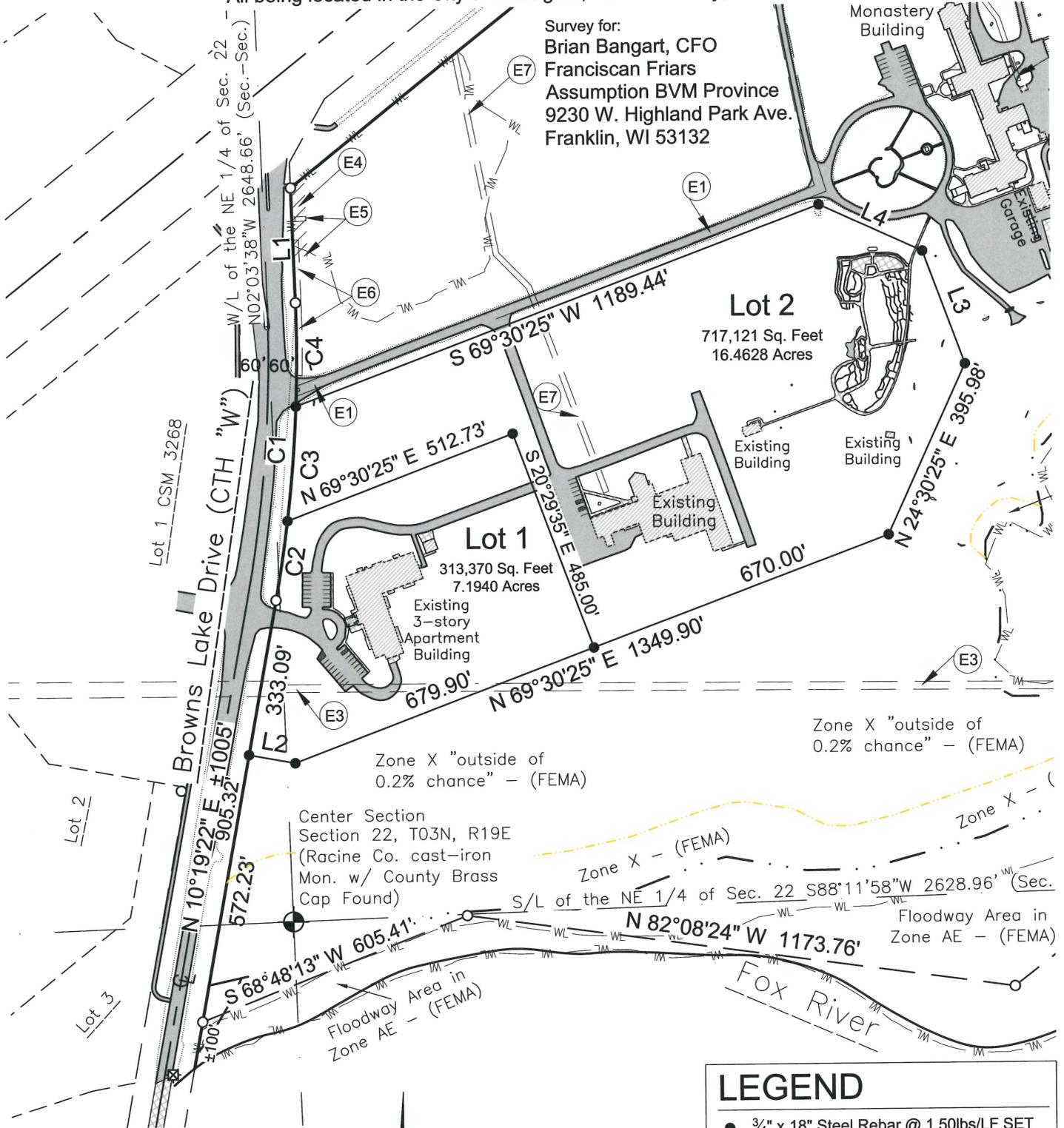


*Scott R. Andersen*  
 Scott R. Andersen  
 Professional Land Surveyor No. S-3169  
 scott@davel.pro  
 Date: 1/27/20

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 9230 W. Highland Park Ave.  
 Franklin, WI 53132



Zone X "outside of 0.2% chance" - (FEMA)

Zone X "outside of 0.2% chance" - (FEMA)

Center Section Section 22, T03N, R19E (Racine Co. cast-iron Mon. w/ County Brass Cap Found)

Floodway Area in Zone AE - (FEMA)

Floodway Area in Zone AE - (FEMA)



Bearings are referenced to the North line of the Northeast 1/4, Section 22, T03N, R19E, assumed to bear N 88°13'27" E, base on the State Plane Coordinate System (South Zone).



## LEGEND

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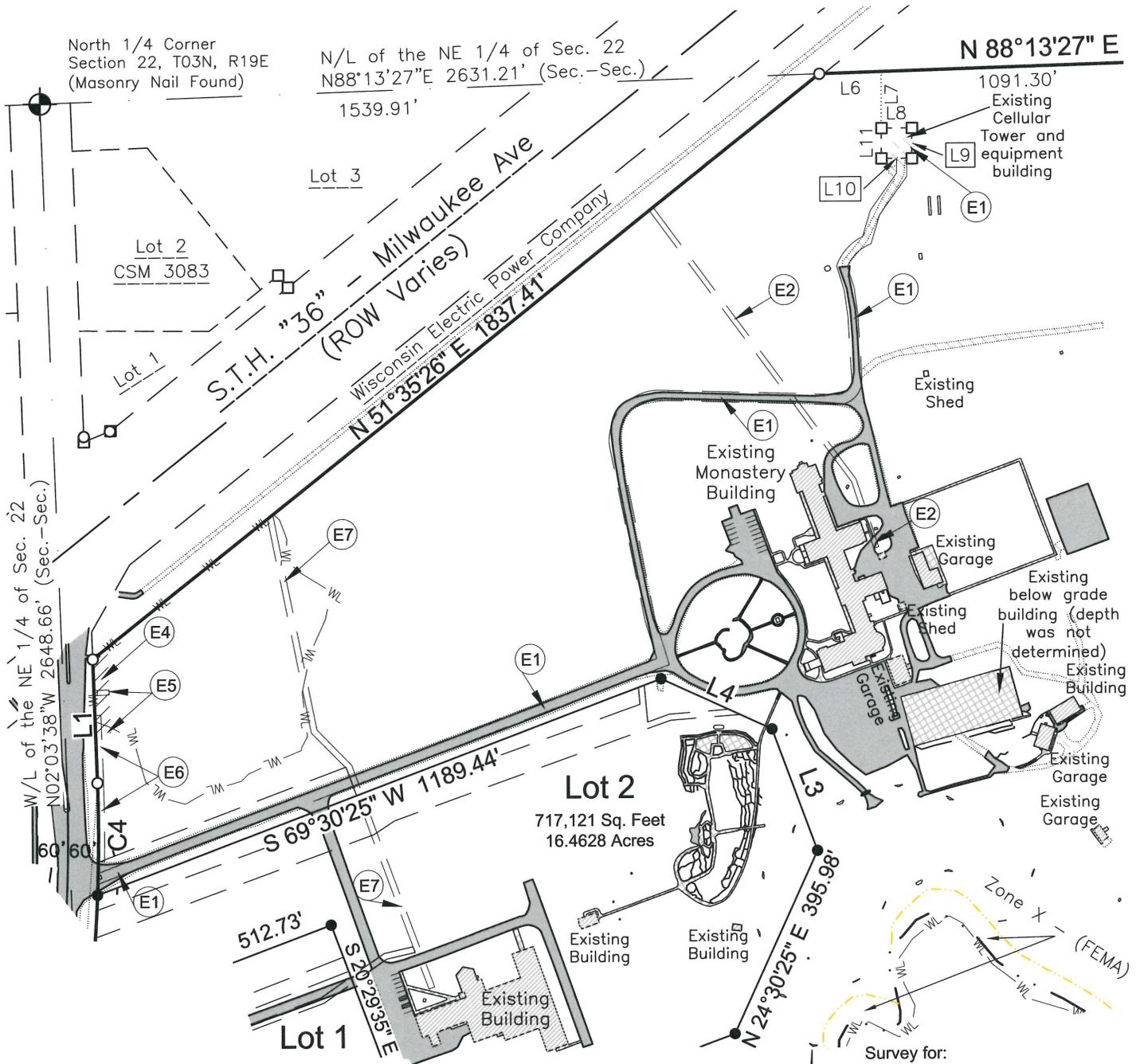
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Scott R. Andersen  
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 scott@davel.pro  
 Date: 1/24/20

# Certified Survey Map No. \_\_\_\_\_

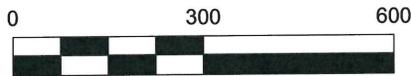
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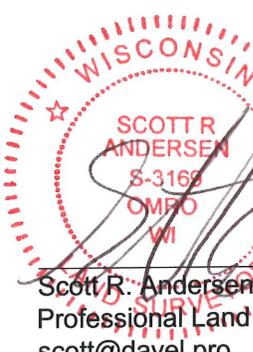
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Revised: Jan 20, 2020 (Addressed Review Agency's Comments)  
 Dec 13, 2019 - 09:12 AM J:\Projects\5288fra\dwg\Carlson\5288CSM.dwg



Scott R. Andersen  
 Professional Land Surveyor No. S-3169  
 scott@davel.pro

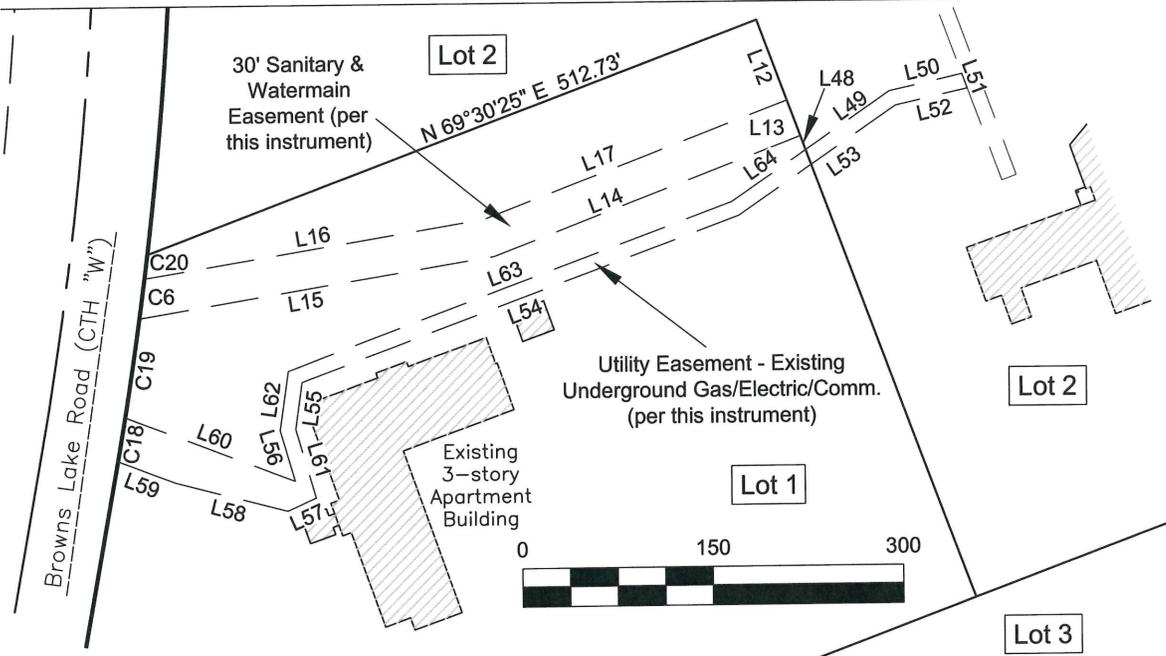
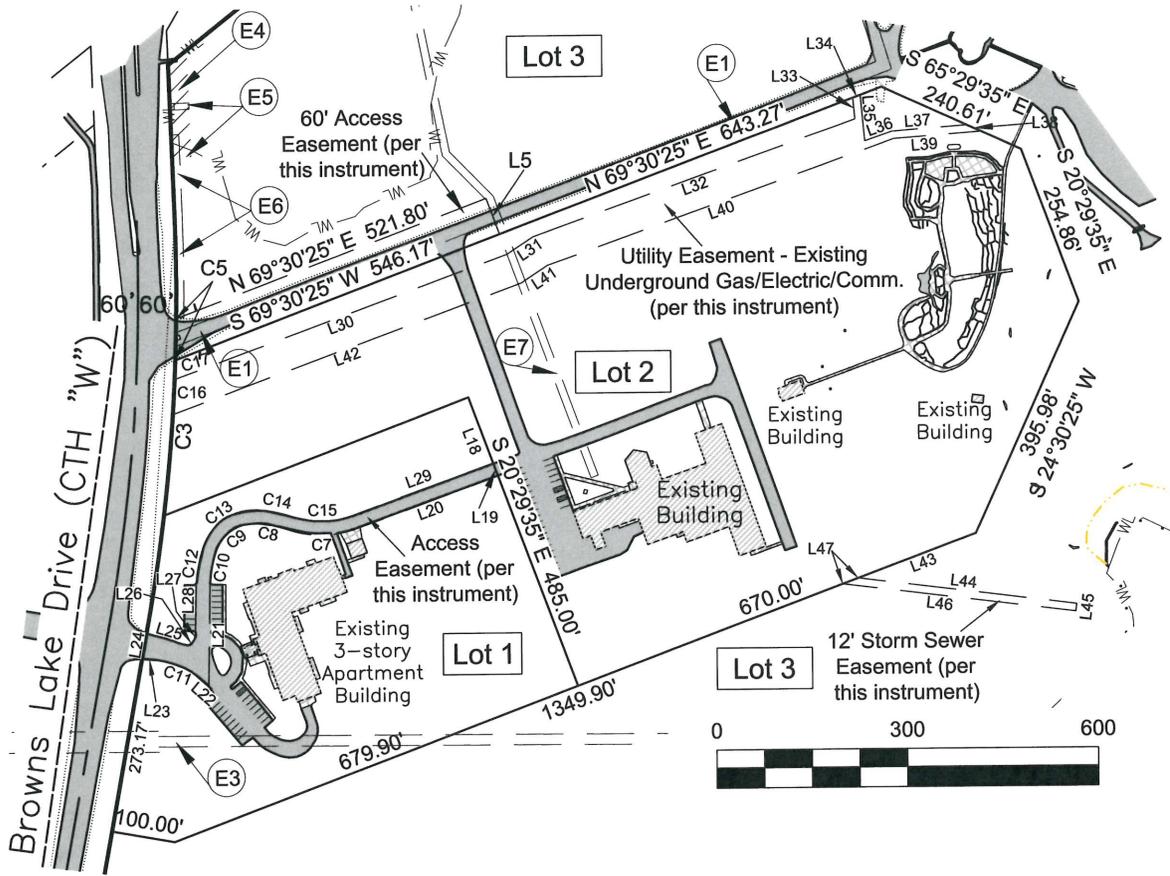
Date

Drafted by: scott  
 Sheet : 5 of 12

# Certified Survey Map No. \_\_\_\_\_

All of Government Lots 1 and 2 and Part of Government Lot 3 and Part of the Northwest 1/4 of the Northeast 1/4 of Section 22; AND All of the Northwest 1/4 of Section 23 lying west of the Fox River; ALL of Township 03 North, Range 19 East, All being located in the City of Burlington, Racine County, Wisconsin.

## Proposed Easement - Details



Survey for:  
 Brian Bangart, CFO  
 Franciscan Friars  
 Assumption BVM Province  
 9230 W. Highland Park Ave.  
 Franklin, WI 53132



**DAVEL ENGINEERING & ENVIRONMENTAL, INC.**  
 Civil Engineers and Land Surveyors

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 Ph: 920-991-1866 Fax: 920-441-0804  
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Revised: Jan 20, 2020 (Addressed Review Agency's Comments)  
 Dec 13, 2019 - 09:12 AM J:\Projects\5288fra\dwg\Carlson\5288CSM.dwg

Professional seal for **SCOTT R. ANDERSEN**, Wisconsin Professional Land Surveyor No. S-3169. Includes a signature and the date **1/24/20**.

Scott R. Andersen  
 Professional Land Surveyor No. S-3169  
 scott@davel.pro

Drafted by: scott  
 Sheet : 6 of 12

## Certified Survey Map No. \_\_\_\_\_

All of Government Lots 1 and 2 and Part of Government Lot 3 and Part of the Northwest 1/4 of the Northeast 1/4 of Section 22; AND All of the Northwest 1/4 of Section 23 lying west of the Fox River; ALL of Township 03 North, Range 19 East, All being located in the City of Burlington, Racine County, Wisconsin.

### Proposed Easements Defined

#### 30' Wide Sanitary Sewer & Watermain Easement Defined

An unobstructed easement for the maintenance of an existing Private Sanitary Sewer and Private Watermain which runs across Lot 1 of This Certified Survey Map. This easement shall have no permanent obstructions (fences, trees, shrubs, or other obstacles) that interfere with the maintenance of said utility systems. Said Easement is defined as 30' Sanitary & Watermain Easement which runs across Lot 1 of This Certified Survey Map for the benefit of Lot 2 of This Certified Survey Map. This easement is subject to all existing easements, and restrictions of record.

---

#### 12' Wide Storm Sewer Easement Defined

An unobstructed easement for the maintenance of all an existing Private Storm Sewer which runs across Lot 3 of This Certified Survey Map. This easement shall have no permanent obstructions (fences, trees, shrubs, or other obstacles) that interfere with the maintenance of said utility systems. Said Easement is defined as 12' Storm Sewer Easement which runs across Lot 3 of This Certified Survey Map for the benefit of Lot 2 of This Certified Survey Map. This easement is subject to all existing easements, and restrictions of record.

---

#### Access Easement Defined

Two (2) unobstructed easements for Ingress and Egress (Pedestrian and Vehicular) over existing driveways. Said Easement is for the benefit of Lot 2 of this Certified Survey Map. This easement shall have no permanent obstructions that would interfere with the ease of passages across existing driveways. First easement is defined as "60' Access Easement" along the North Line of Lot 2 of this instrument and the second easement is defined as "Access Easement" within Lot 1 of this instrument. This easement is subject to all existing easements, and restrictions of record.

---

#### Utility Easement Defined

Two (2) unobstructed easements for the maintenance of existing underground utilities that were field located with no evidence of an existing easement on record. Said utilities run across Lot 2 of this Certified Survey Map for the benefit of Lot 2 and Lot 3 of this Certified Survey Map, also said utilities run across and service Lot 1 of this Certified Survey Map and benefit Lot 1 and 2 of this Certified Survey Map. This easement shall have no permanent obstructions (fences, trees, shrubs, or other obstacles) that interfere with the maintenance of said utility systems. Said Easement is defined as "Utility Easement - Existing Underground Gas/Electric/Comm.". This easement is subject to all existing easements, and restrictions of record.

---

  
Scott R. Andersen  
Professional Land Surveyor No. S-3169  
scott@davel.pro

12/4/20  
Date

## Certified Survey Map No. \_\_\_\_\_

All of Government Lots 1 and 2 and Part of Government Lot 3 and Part of the Northwest 1/4 of the Northeast 1/4 of Section 22; AND All of the Northwest 1/4 of Section 23 lying west of the Fox River; ALL of Township 03 North, Range 19 East, All being located in the City of Burlington, Racine County, Wisconsin.

CURVE TABLE					
CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	632.14'	2924.84'	12°23'00"	N 04°07'53" E	630.92'
C2	169.17'	2924.84'	3°18'50"	N 08°39'58" E	169.15'
C3	243.05'	2924.84'	4°45'41"	N 04°37'42" E	242.98'
C4	219.92'	2924.84'	4°18'29"	N 00°05'37" E	219.87'
C5	64.76'	2924.84'	1°16'07"	N 01°36'49" E	64.76'
C6	31.37'	2924.84'	0°36'52"	N 07°41'21" E	31.37'
C7	111.62'	164.21'	38°56'38"	S 89°40'14" W	109.48'
C8	50.26'	185.05'	15°33'48"	N 78°38'21" W	50.11'
C9	83.11'	62.52'	76°09'22"	S 55°30'05" W	77.12'
C10	50.61'	243.92'	11°53'14"	S 11°28'47" W	50.52'
C11	67.15'	98.79'	38°56'46"	N 67°55'23" W	65.87'
C12	56.05'	265.92'	12°04'35"	N 11°23'06" E	55.95'
C13	112.35'	84.52'	76°09'22"	N 55°30'05" E	104.26'
C14	56.24'	207.05'	15°33'48"	S 78°38'21" E	56.07'
C15	96.66'	142.21'	38°56'38"	N 89°40'14" E	94.81'
C16	54.41'	2924.84'	1°03'57"	N 03°22'07" E	54.41'
C17	30.00'	2924.84'	0°35'16"	N 02°32'30" E	30.00'
C18	34.55'	2924.84'	0°40'37"	N 09°51'10" E	34.55'
C19	77.48'	2924.84'	1°31'04"	N 08°45'20" E	77.48'
C20	19.04'	2924.84'	0°22'23"	N 07°11'44" E	19.04'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 02°03'38" W	243.32'
L2	S 79°40'38" E	100.00'
L3	N 20°29'35" W	254.86'
L4	N 65°29'35" W	240.61'
L5	S 20°29'35" E	60.00'
L6	N 88°13'27" E	122.01'
L7	N 00°00'07" E	111.49'
L8	S 89°59'53" E	60.00'
L9	S 00°00'07" W	60.00'
L10	N 89°59'53" W	60.00'
L11	N 00°00'07" E	60.00'
L12	S 20°29'35" E	67.57'
L13	S 20°29'35" E	30.00'
L14	S 69°04'47" W	258.91'
L15	S 80°43'02" W	282.89'
L16	N 80°43'02" E	270.68'
L17	N 69°04'47" E	256.08'
L18	S 20°29'35" E	109.70'
L19	S 20°29'35" E	22.00'
L20	S 70°11'55" W	236.52'
L21	S 01°03'40" W	162.56'
L22	N 48°27'01" W	26.48'
L23	N 85°15'09" W	24.08'
L24	N 10°19'22" E	41.37'
L25	S 73°19'03" E	67.75'

L26	N 52°32'44" E	12.18'
L27	N 10°33'38" E	13.41'
L28	N 01°03'40" E	77.64'
L29	N 70°11'55" E	236.26'
L30	N 70°08'08" E	557.48'
L31	N 56°46'02" E	49.50'
L32	N 70°30'54" E	538.80'
L33	N 05°18'43" W	33.46'
L34	N 69°30'25" E	12.43'
L35	S 05°18'43" E	72.88'
L36	N 70°30'54" E	45.40'
L37	N 85°37'23" E	117.64'
L38	S 65°29'35" E	24.84'
L39	S 85°37'23" W	137.80'
L40	S 70°30'54" W	579.36'
L41	S 56°46'02" W	49.33'
L42	S 70°08'08" W	584.81'
L43	S 69°30'25" W	198.12'
L44	S 82°53'23" E	346.15'
L45	S 07°06'37" W	12.00'
L46	N 82°53'23" W	369.11'
L47	N 69°30'25" E	25.90'
L48	S 20°29'35" E	11.72'
L49	N 55°22'33" E	80.18'
L50	N 77°12'06" E	58.69'
L51	S 20°22'15" E	12.11'
L52	S 77°12'06" W	57.97'
L53	S 55°22'33" W	150.46'
L54	S 69°46'48" W	367.42'
L55	S 08°18'15" W	36.79'
L56	S 16°24'51" E	55.81'
L57	S 65°58'25" W	24.49'
L58	N 75°24'27" W	90.49'
L59	N 69°01'35" W	48.90'
L60	S 69°01'35" E	142.71'
L61	N 16°24'51" W	41.05'
L62	N 08°18'15" E	46.56'
L63	N 69°46'48" E	373.04'
L64	N 55°22'33" E	71.08'

**SCOTT R. ANDERSEN**  
 S-3169  
 QMRO  
 WI

Scott R. Andersen  
 Professional Land Surveyor No. S-3169  
 scott@davel.pro

Date

1/24/20

## Certified Survey Map No. \_\_\_\_\_

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### General Notes:

#### 1. Floodplain Information

(Subject Site is mapped in Multiple Zones per FIRM Map No. 55101C0153D with an effective date of May 2, 2012)

- a) Partially Mapped as "Zone X": Area determined to be outside the 0.2% annual chance floodplain.
- b) Partially Mapped as "Zone X": Areas of 0.2% annual flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood.
- c) Partially Mapped as "Zone AE": Area of Special Flood Hazard which is subject to flooding by the 1% annual chance flood (100 year flood).
- d) Partially Mapped as "Floodway Area in Zone AE": The floodway is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increase in flood heights.

#### 2. Public Trust Information

s.236.20 (6) "Any land below the ordinary high water mark of a lake or a navigable stream is subject to the public trust in navigable waters that is established under article IX, section 1, of the state constitution."

#### 3. Wetlands

Wetlands as shown on this instrument were provided by Owner of said property. The wetland delineation was conducted by Stantec in May of 2018.

#### 4. Zoning Information: Information per published City code:

City of Burlington:

Rm-3 Low Density Multiple-Family Residential (Lots 1 and 2)

Setbacks:

Front Yard: 30 Feet

Side Yard: 20 Feet

Rear Yard: 50 Feet

Height: Principle - 45 Feet (3.0 stories) or Accessory - 15 Feet (1.0 stories)

"B-1 Neighborhood Business" and "I-1 Institutional" (Lot 3)

Setbacks:

Front Yard: 25 Feet

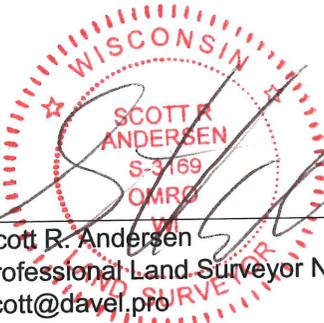
Side Yard: 10 Feet

Rear Yard: 25 Feet

Height: 60 Feet

#### Existing Easement and/or Restriction:

- E1) Lease property "US Cellular" and easement per Doc. 1898480 & 1907834 & 1907833 & 2257691 (Exhibit A)
- E2) Wisconsin Electric Power Co. Easement Doc. 619675
- E3) Wisconsin Telephone Easement Doc. 544360
- E4) No Access Doc. 2221137
- E5) No Access and Drainage easement Doc. 2240906 & 2238804
- E6) Wis. Electric Power Co. Easement Doc. 2233607
- E7) Wisconsin Electric Power Co. Easement Doc. 1400578

  
Scott R. Andersen  
Professional Land Surveyor No. S-3169  
scott@davel.pro  
Date 1/24/20

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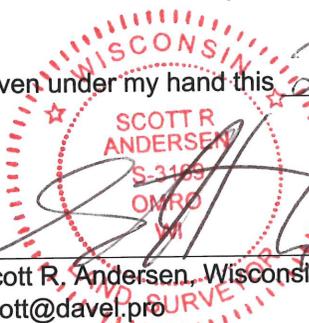
All of Government Lots 1 and 2 and Part of Government Lot 3 and Part of the Northwest 1/4 of the Northeast 1/4 of Section 22; AND All of the Northwest 1/4 of Section 23 lying west of the Fox River; ALL of Township 03 North, Range 19 East, All being located in the City of Burlington, Racine County, Wisconsin.

### Surveyor's Certificate

I, Scott R. Andersen, Professional land surveyor, hereby certify: That in full compliance with the provisions of Chapter 236 of the Wisconsin Statutes and the subdivision regulations of the City of Burlington, and under the direction of Franciscan Friars Assumption BVM Province, Inc., the property owners of said land, I have surveyed, divided, dedicated and mapped this Certified Survey Map; that such map correctly represents all exterior boundaries and the subdivision of the land surveyed; and that this land is All of Government Lots 1 and 2 and Part of Government Lot 3 and Part of the Northwest 1/4 of the Northeast 1/4 of Section 22; AND All of the Northwest 1/4 of Section 23 lying west of the Fox River; ALL of Township 03 North, Range 19 East, All being located in the City of Burlington, Racine County, Wisconsin, containing 6,962,163 Square Feet (159.8293 Acres) more or less of land described as follows:

Commencing at the North 1/4 Corner of Section 22-T03N-R19E;  
thence N88°13'27"E along the north line of the NE 1/4 of said Section 22, 1539.91 feet to the point of beginning;  
thence continuing N88°13'27"E along said north line, 1091.30 feet to the Northeast Corner of said Section 22;  
thence N88°46'14"E along the north line of the NW 1/4 of Section 23-T03N-R19E, 553.06 feet to a meander corner which is S88°46'14"W, 66 feet more or less from the ordinary high water mark of the Fox River;  
thence S20°29'16"W along a meander line, 552.23 feet;  
thence S08°59'37"W along a meander line, 880.13 feet;  
thence S24°31'52"W along a meander line, 943.68 feet;  
thence S52°09'19"W along a meander line, 1054.29 feet;  
thence N82°08'24"W along a meander line, 1173.76 feet;  
thence S68°48'13"W along a meander line, 605.41 feet to meander corner on the east right of way of Browns Lake Drive, said meander corner being N10°19'22"E, 100 feet more or less from the ordinary high water mark of the Fox River;  
thence N10°19'22"E along the east right of way of Browns Lake Drive, 905.32 feet to a point of curvature of a curve to the left having a radius of 2924.84 feet and a delta angle of 12°23'00";  
thence 632.14 feet along said right of way line and the arc of a curve which has a chord that bears N04°07'53"E, 630.92 feet;  
thence N02°03'38"W along said right of way line, 243.32 feet;  
thence N51°35'26"E 1837.41 feet to the point of beginning.  
Described parcel includes the land between the described meander line and the ordinary high water mark of the Fox River. Described parcel is subject to Riparian Rights and subject to all easements and restrictions of record.

Given under my hand this 24 day of January, 2020

  
Scott R. Andersen, Wisconsin Professional Land Surveyor No. S-3169  
scott@davel.pro

Certified Survey Map No. \_\_\_\_\_

All of Government Lots 1 and 2 and Part of Government Lot 3 and Part of the Northwest 1/4 of the Northeast 1/4 of Section 22; AND All of the Northwest 1/4 of Section 23 lying west of the Fox River; ALL of Township 03 North, Range 19 East, All being located in the City of Burlington, Racine County, Wisconsin.

Corporate Owner's Certificate

Franciscan Friars Assumption BVM Province, Inc., a corporation duly organized and existing under and by virtue of the Laws of the State of Wisconsin, as the property owners, do hereby certify that we caused the land above described to be surveyed, divided, dedicated and mapped all as shown and represented on this map.

We do further certify this Certified Survey Map is required by s.236.10 or s.236.12 to be submitted to the following for approval or objection:

City of Burlington

IN WITNESS WHEREOF, the said Franciscan Friars Assumption BVM Province, Inc., has caused these presents to be

signed by its authorized representatives, located at \_\_\_\_\_, Wisconsin, and its corporate seal to be hereunto affixed

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

In the Presence of: Franciscan Friars Assumption BVM Province, Inc.

By \_\_\_\_\_ By \_\_\_\_\_

print name \_\_\_\_\_ print name \_\_\_\_\_

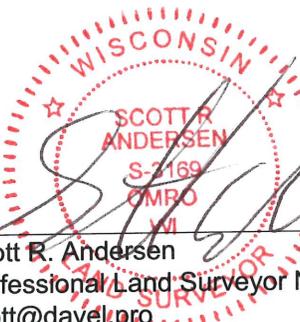
Title \_\_\_\_\_ Title \_\_\_\_\_

State of Wisconsin )  
 )ss  
\_\_\_\_\_ County )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

the above named, officers of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

\_\_\_\_\_ My commission expires: \_\_\_\_\_  
Notary Public, Wisconsin

  
\_\_\_\_\_  
Scott R. Andersen Date 1/24/20  
Professional Land Surveyor No. S-3169  
scott@davel.pro

# Certified Survey Map No. \_\_\_\_\_

All of Government Lots 1 and 2 and Part of Government Lot 3 and Part of the Northwest 1/4 of the Northeast 1/4 of Section 22; AND All of the Northwest 1/4 of Section 23 lying west of the Fox River; ALL of Township 03 North, Range 19 East, All being located in the City of Burlington, Racine County, Wisconsin.

## City Council Approval Certificate

Resolved, that this certified survey map in the City of Burlington, Racine County, Franciscan Friars Assumption BVM Province, Inc., the property owners, is hereby approved by the City Council of the City of Burlington.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

I hereby certify that the foregoing is a copy of a resolution adopted by the City Council of the City of Burlington.

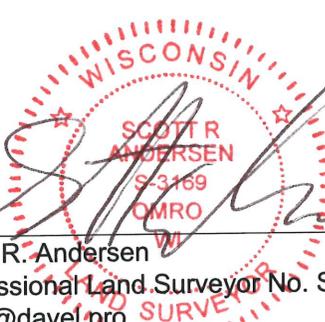
\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Date

\_\_\_\_\_  
This Certified Survey Map is contained wholly within the property described in the following recorded instruments:

the property owners of record:  
Franciscan Friars Assumption BVM Province, Inc

Parcel Number(s):  
206-03-19-22-002-000  
206-03-19-23-038-000

  
\_\_\_\_\_  
Scott R. Andersen  
Professional Land Surveyor No. S-3169  
scott@davel.pro

1/24/20  
\_\_\_\_\_  
Date



**DATE:** May 5, 2020

**SUBJECT: RESOLUTION 5007(3)** - To approve a Community Development Investment Grant Agreement between the Wisconsin Economic Development Corporation and the City of Burlington for the Low Daily, LLC.

**SUBMITTED BY:** Carina Walters, City Administrator

**BACKGROUND/HISTORY:**

The Wisconsin Economic Development Corporation (WEDC) approved the City of Burlington’s application for a \$171,000 Community Development Investment (CDI) grant for the Low Daily, LLC project at 700 N. Pine Street. This grant will facilitate the redevelopment of the building into a craft brewery and tap room. The attached memo from Racine County Economic Development Corporation (RCEDC) provides a summary of the project and key contract and reporting information. As part of this grant approval, the City must enter into an agreement with WEDC to ensure all deliverables are met by Low Daily, LLC and appropriate funds are distributed. The City previously entered into a Development Agreement with Low Daily, LLC on January 21, 2020.

The Common Council has approved such grant agreements with WEDC for the Mercantile and Coffee House within the last 7 years that have received funding towards renovations that have had lasting impacts to the City's Historic Downtown.

**BUDGET/FISCAL IMPACT:**

As a part of the Community Development Investment Grant Application WEDC requirements, the City, who oversees the project and its costs, is the financial conduit who reimburses the Developer with CDI funds. The City is not financially responsible for any project costs.

**RECOMMENDATION:**

Staff recommends approval of the CDI Grant agreement with WEDC.

**TIMING/IMPLEMENTATION:**

This item is for discussion at the May 5, 2020 Committee of the Whole meeting, and due to timing is scheduled for final consideration at the same evening Common Council meeting.

**Attachments**

- Res 5007(3) WEDC Grant Low Daily
- RCEDC memorandum
- WEDC Agreement

**A RESOLUTION APPROVING A COMMUNITY DEVELOPMENT INVESTMENT GRANT  
AGREEMENT BETWEEN THE WISCONSIN ECONOMIC DEVELOPMENT CORPORATION AND  
THE CITY OF BURLINGTON FOR THE LOW DAILY LLC PROJECT**

**WHEREAS**, The Wisconsin Economic Development Corporation has available Community Development Investment Grants; and,

**WHEREAS**, Low Daily LLC has a project that is eligible for a Community Development Investment Grant for property located at 700 N. Pine Street; and,

**WHEREAS**, the City of Burlington's Downtown Strategic Plan calls for the promotion of downtown redevelopment projects through the use of grant dollars, and;

**WHEREAS**, the City Council has determined that entering into an agreement with Wisconsin Economic Development Corporation for the disbursement of grant funds advances the strategic goals of the City; and,

**WHEREAS**, the City Administrator and City Attorney have reviewed the proposed agreement, attached hereto and made a part hereof, and recommend its approval.

**NOW, THEREFORE, BE IT RESOLVED** by the Common Council of the City of Burlington that the application for the Wisconsin Economic Development Corporation Community Development Investment Grant for the Low Daily LLC Project be approved.

**BE IT FURTHER RESOLVED** that the City Administrator is authorized to sign the Low Daily LLC project Grant Agreement.

Introduced: May 5, 2020  
Adopted:

\_\_\_\_\_  
Jeannie Hefty, Mayor

Attest:

\_\_\_\_\_  
Diahnn Halbach, City Clerk

MEMORANDUM

**TO:** MAYOR JEANNIE HEFTY  
BURLINGTON COMMON COUNCIL

**FROM:** LAURA MILLION, RCEDC

**RE:** CDI GRANT CONTRACT APPROVAL

**DATE:** APRIL 24, 2020

---

The Wisconsin Economic Development Corporation (WEDC) approved the City of Burlington's application for a \$171,000 Community Development Investment (CDI) grant. This grant will facilitate the redevelopment of 700 North Pine Street into a craft brewery and tap room operated by Low Daily, LLC. This memo provides a summary of the project and key contract and reporting information. Staff request that the Council approve the grant contract and authorize the City of Burlington to enter into the contract with the Wisconsin Economic Development Corporation for the CDI grant.

**PROJECT OVERVIEW**

The \$171,000 CDI grant will be used to renovate 700 North Pine Street and facilitate the opening of Low Daily Brewery and Taproom. Total estimated investment in the project is \$1.3 million. Renovation costs eligible for grant consideration total \$685,074. Renovations for this phase of the project will focus on interior upgrades required on the first floor. Future phases may include updates to the 2<sup>nd</sup> Floor and the façade.

Construction is underway on the 7,700 SF building. Project completion and opening remains unchanged and is expected in summer 2020. In addition to project equity from the owners, bank financing and financing through RCEDC's Business Lending Partners and the Burlington Revolving Loan Fund have been approved.

**CDI GRANT CONTRACT AND REPORTING OVERVIEW**

1. Grant funds of \$171,000 are being awarded to the City of Burlington to be used for eligible renovation costs at 700 N Pine Street.

2. A developers agreement between the City of Burlington and Low Daily LLC (business) and BobPat, LLC (property owner) was approved by the Council at its January 21, 2020 meeting. The agreement defines the roles and responsibilities of Low Daily LLC, BobPat LLC and the City of Burlington to ensure proper administration and use of the grant funds.
3. Grant funds will be provided to the City on a reimbursement basis to then be disbursed to the project. RCEDC under our contract with the City will work with the Low Daily to ensure proper documentation of eligible project costs that fulfill grant requirements. While the contract allows for 3 disbursements, WEDC has offered to disburse the funds once the project is complete, authorized expenditures are verified and the match funds are verified to prevent the likely hood that funds will need to be returned or recaptured.
4. The grant requires matching funds of \$513,000. Matching funds will be provided by Low Daily, LLC.
5. Grant funds must be used for eligible project costs between the project start date of February 3, 2020 and December 31, 2022. All funds must be disbursed no later than February 28, 2023. Note: WEDC extended the end date to allow for any unforeseen circumstances that may delay the project due to Covid-19. The City Developer Agreement references a completion date of September 30, 2020 which can be extended with approval by the City of Burlington with approval of the Common Council. At this time, no extension is expected to be necessary.
6. Annual performance reports documenting capital investment, assessed taxable property values, as well as any other contract deliverable are required. RCEDC under our contract with the City will provide compliance support to ensure that reporting and compliance requirements are met. WEDC also requires an independent audit of the project. Any audit costs will be born by Low Daily, LLC.
7. The grant will be closed out and considered complete upon the final FYE Schedule of Expenditures and Independent Audit Report (paid for by the developer as noted in the development agreement).

## **REQUEST**

The Council is requested to approve the contract between the City of Burlington and WEDC for the CDI Grant of \$171,000. The grant will be used by Low Daily, LLC to renovate 700 N Pine Street. The grant assistance will advance elements of Burlington's 2016 Downtown Strategic Plan including promoting building facade and interior maintenance activities; attracting retail, food, entertainment and destination business offerings; creating a destination/gathering spot in downtown; reducing storefront vacancy; and increasing tourism.

**COMMUNITY DEVELOPMENT INVESTMENT GRANT AGREEMENT  
BETWEEN  
THE WISCONSIN ECONOMIC DEVELOPMENT CORPORATION  
AND  
CITY OF BURLINGTON**

This Agreement is entered into pursuant to Chapter 238 of the Wisconsin Statutes between the Wisconsin Economic Development Corporation (“WEDC”), a public body corporate and politic authorized to grant funds for the purpose of economic development pursuant to Chapter 238 of the Wisconsin Statutes, and the City of Burlington (“Recipient”). Certain capitalized terms are defined in Section 1 of this Agreement.

**WITNESSETH**

**WHEREAS**, the Recipient has submitted an Application to WEDC, requesting funds from WEDC’s Community Development Investment Grant Program (“CDI Funds”);

**WHEREAS**, WEDC has determined that the Recipient is an eligible recipient of CDI Funds; and

**WHEREAS**, in reliance upon the Recipient’s Application, WEDC has approved the Recipient for up to One Hundred Seventy-One Thousand Dollars (\$171,000) in CDI Funds.

**NOW, THEREFORE**, for valid consideration, the receipt of which is hereby acknowledged, and in consideration for the promises and covenants in this Agreement, WEDC and the Recipient agree as follows:

**1. Definitions.** For purposes of this Agreement, the following terms shall have the following meanings:

(a) “Agreement” means this agreement, to include all documents required to be delivered contemporaneously with the execution and delivery of this Agreement, and the attached Exhibits, together with any future amendments executed in compliance with Section 21 of this Agreement.

(b) “Application” means the materials submitted by the Recipient to WEDC relating to this allocation of CDI Funds.

(c) “CDI Funds” means the grant monies the Recipient is eligible to receive from WEDC’s Community Development Investment grant program in accordance with this Agreement.

(d) “Effective Date” means the date on which this Agreement is fully executed by both parties.

(e) “Eligible Project Costs” means costs for which CDI Funds and Matching Funds may be used, as outlined in Section 3(b) of this Agreement, which the Recipient incurs between the Project Start Date and Project End Date.

(f) “Ineligible Costs” means costs for which CDI Funds and Matching Funds may not be used, means costs incurred prior to the Project Start Date; costs for acquisition; costs related to grant applications or bid preparation; costs which may be covered by other grant or statutory programs; permits; Phase I and II environmental studies; Lien claims of the Department of Natural Resources and Environmental Protection Agency; performance and payment bonds; contingencies; developer fees; insurance premiums; supplies and the purchase of moveable equipment; signage and advertising; financing fees, interest payments, or the assumption of debt; relocation fees; accounting, legal, appraisal, and architectural fees; mergers and acquisitions; project administration fees, including costs associated with WEDC compliance reporting, schedules of expenditures, and payment requests.

(g) “Leverage” means funding provided for the Project other than CDI Funds, including Matching Funds.

(h) “Matching Funds” means non-WEDC funds secured by the Recipient to meet the match requirement of CDI Funds under this Agreement. Eligible Matching Funds must be incurred between the Project Start Date and Project End Date. In order to receive the full amount of CDI Funds contemplated under this Agreement, Matching Funds must be at least Five Hundred Thirteen Thousand Dollars (\$513,000). No more than Thirty Percent (30%) of the Matching Funds may consist of other state and/or federal grants. Matching Funds must be cash and may not be in-kind.

(i) “Project” means assisting in the development of the Low Daily Brewery and Taproom, in accordance with the Application and the terms of this Agreement.

(j) “Project End Date” means December 31, 2022, the date by which the Project will be complete and the last day which the Recipient may incur costs against CDI funds and Matching Funds.

(k) “Project Location” means the site or sites at which the Project will take place, specifically 700 North Pine Street, Burlington, Wisconsin.

(l) “Project Start Date” means February 3, 2020, the date on which the Project begins and the Recipient may start incurring costs against CDI Funds and Matching Funds.

(m) “Recipient” means the City of Burlington.

(n) “WEDC” means the Wisconsin Economic Development Corporation, together with its successors and assigns.

**2. CDI Funds.** Subject to the terms and conditions set forth in this Agreement, and in Wisconsin law, WEDC shall provide to the Recipient a grant of up to One Hundred Seventy-One Thousand Dollars (\$171,000) in CDI Funds.

**3. Recipient’s Obligations.** The Recipient will:

(a) Complete the Project as contemplated by the Application and in accordance with the terms of this Agreement.

(b) Use CDI Funds and Matching Funds for Eligible Project Costs, incurred between the Project Start Date and the Project End Date as outlined in the following budget:

USES		SOURCES		TOTAL
Budget Code	Eligible Project Costs	CDI Funds	Private Funds	
0385	Renovation	\$171,000	\$514,074	\$685,074

(i) Eligible Project Costs to be applied to CDI Funds for renovation include specifically building renovations.

(ii) Eligible Project Costs to be applied to Matching Funds for renovation include specifically building renovations.

(c) Not use CDI Funds or Matching Funds for Ineligible Costs.

(d) Secure Matching Funds from non-WEDC sources sufficient to achieve the 3:1 match requirement of the CDI Funds under this Agreement. Matching Funds must equal at least Five Hundred Thirteen Thousand Dollars (\$513,000) in order for the Recipient to obtain the maximum amount of the CDI Funds, and must be documented prior to the final disbursement.

(e) Provide acknowledgement of WEDC’s participation in the Project in any signage at the Project Location and any planning and feasibility documents related to the Project.

(f) Provide reports to WEDC as further described in Section 5 of this Agreement, in such form as required by WEDC.

**4. Release of Funds.** WEDC will release the CDI Funds contemplated by this Agreement to the Recipient on a disbursement basis. The Recipient may request CDI Funds in up to Three (3) disbursements and each disbursement will be contingent on the following:

(a) The Recipient submitting to WEDC a request for payment of funds in such form as required by WEDC, a sample of which is attached to this Agreement as Exhibit A.

(b) The Recipient submitting to WEDC a summary report of the Eligible Project Costs incurred against both the CDI Funds and Matching Funds. The amount of Matching Funds incurred for any request must be in an amount pro rata with the amount incurred against the CDI Funds being requested.

(c) The Recipient submitting to WEDC documentation evidencing that the Eligible Project Costs incurred at the Project Location against both the CDI Funds and the Matching Funds covered by the request have been purchased or will be purchased through an invoice, receipt, registration form, or other third-party documentation that contains the following information:

- (i) Vendor name and contact information;
- (ii) Description of the item(s) purchased;

- (iii) Cost of purchase;
- (iv) Date of purchase (invoice date or date received, not date ordered unless it is the same).

(d) The Recipient being in compliance with this Agreement, and with any other agreements by and between the Recipient and WEDC.

(e) The Recipient requesting all CDI Funds no later than February 28, 2023.

**5. Reporting.** The Recipient shall provide reports and information to WEDC according to the following requirements:

(a) Performance reports, due according to the Schedule of Reporting set forth in Section 5(b) below, in such form as required by WEDC. The report shall include information required by WEDC to determine Project performance which shall include, at a minimum, a financial overview and narrative summary on the progress of the Project to date, Project expenditures, and the Recipient’s progress on achieving the goals related to the following Project-specific metrics:

<b>Metric</b>	<b>Goal*</b>
Taxable Property Value	\$789,100
Capital Investment	\$1,193,784
Leverage – Total	\$1,166,071

\*These goals represent anticipated Project outcomes and failure to achieve these goals will not constitute an Event of Default, unless they are noted as a requirement elsewhere in the Agreement.

(b) Schedule of Reporting:

<b>PERIOD COVERED</b>	<b>DOCUMENTATION</b>	<b>DUE DATE</b>
See Section 6 Below	Schedule of Expenditures	See Section 6 Below
February 3, 2020 – January 31, 2021	Performance Report	April 1, 2021
February 3, 2020 – January 31, 2022	Performance Report	April 1, 2022
February 3, 2020 – December 31, 2022	Performance Report	March 1, 2023

(c) Within Thirty (30) days, notify WEDC in writing of any event or occurrence that may adversely impact the completion of the Project as represented in Recipient’s Application. Adverse impacts include, but are not limited to, lawsuits, regulatory intervention, and inadequate capital to complete the Project.

**6. Schedule of Expenditures.** Consistent with Wis. Stat. § 238.03(3)(a), the Recipient must submit to WEDC, within 120 days after the end of the Recipient’s fiscal year in which any grant or loan funds were expended, a schedule of expenditures of the grant or loan funds, including expenditures of any matching cash or in-kind match, signed by the director or principal officer of the recipient to attest to the accuracy of the schedule of expenditures.

The Recipient shall engage an independent certified public accountant to perform procedures, approved by WEDC and consistent with applicable professional standards of the American Institute of Certified Public Accountants, to determine whether the grant or loan funds and any matching cash or in-kind match were expended in accordance with the grant or loan contract. The Recipient must make available for inspection the documents supporting the schedule of expenditures.

**7. Event of Default.** The occurrence of any one or more of the following events shall constitute an “Event of Default” for the purposes of this Agreement:

(a) The Recipient ceases the Project within Five (5) years of the Effective Date of this Agreement and commences substantially the same economic activity outside of Wisconsin.

(b) The Recipient supplies false or misleading information to WEDC in connection with this Agreement, without providing a satisfactory explanation, in WEDC’s sole discretion, for the false or misleading information.

(c) The Recipient fails to comply with or perform, in any material respect, any of its obligations under this Agreement, without providing a satisfactory explanation, in WEDC’s sole discretion, for the noncompliance.

(d) The Recipient is in default under any other agreement between WEDC and the Recipient.

## **8. Remedies in Event of Default.**

(a) Upon the occurrence of any Event of Default, WEDC shall send a written notice of default to the Recipient, setting forth with reasonable specificity the nature of the default. If the Recipient fails to cure any such Event of Default to the reasonable satisfaction of WEDC within Thirty (30) calendar days, WEDC may extend the cure period if WEDC determines, in its sole discretion, that the Recipient has begun to cure the Event of Default and diligently pursues such cure, or, without further written notice to the Recipient, declare the Recipient in default. The cure period shall in no event be extended more than Ninety (90) days. In the Event of Default, WEDC shall terminate the Agreement and recover from the Recipient:

(i) One Hundred Percent (100%) of the funds disbursed to the Recipient under this Agreement;

(ii) All court costs and attorneys’ fees incurred by WEDC in terminating this Agreement and recovering the amounts owed by the Recipient under this provision; and

(iii) A financial penalty of up to One Percent (1%) of the CDI Funds.

(b) These amounts shall be paid to WEDC within Thirty (30) calendar days of demand by WEDC hereunder. If the Recipient fails to pay these amounts to WEDC as and when due, the Recipient will be liable for the full unpaid balance plus interest at the annual rate of up to Twelve Percent (12%) from the date of the notice of Event of Default.

(c) Upon an Event of Default, WEDC shall, without further notice, withhold remaining disbursements of the CDI Funds.

**9. Recipient's Warranties and Representations.** In addition to the other provisions of this Agreement, the Recipient hereby warrants and represents to the best of its knowledge that as of the date of this Agreement:

(a) The Recipient is in compliance with all laws, regulations, ordinances and orders of public authorities applicable to it, the violation of which would have a material adverse effect on the Recipient's ability to perform its obligations under this Agreement or to otherwise engage in its business.

(b) The Recipient is not in default under the terms of any loan, lease or financing agreements with any creditor where such default would have a material adverse effect on the Recipient's ability to fulfill its obligations under this Agreement.

(c) The financial statements and other information provided by the Recipient to WEDC are complete and accurate in accordance in all material respects with Generally Accepted Accounting Principles where applicable and have been relied on by WEDC in deciding whether to enter into this Agreement with the Recipient.

(d) There are no actions, suits, or proceedings, whether litigation, arbitration, or administrative, pending or threatened against or affecting the Project which, if adversely determined, would individually or in the aggregate materially impair the ability to complete the Project or the Recipient's ability to perform any of its obligations under this Agreement.

(e) The Recipient is unaware of any conditions which could subject it to any damages, penalties or clean-up costs under any federal or state environmental laws which would have a material adverse effect on the Recipient's ability to comply with this Agreement.

(f) The Recipient will ensure that all necessary permits, licenses, certificates or other approval, governmental or otherwise, necessary to complete the Project and operate the attendant business and own and operate its assets, have been acquired and are in full force and effect and not subject to proceedings to revoke, suspend, forfeit or modify.

(g) Intentionally Omitted.

(h) The Recipient and the undersigned officer thereof has all necessary or requisite power and authority to execute and deliver this Agreement.

(i) The execution and delivery by the Recipient of this Agreement has been duly authorized by all necessary action of the Recipient and no other proceedings on the part of the Recipient are necessary to authorize this Agreement or to consummate the transactions contemplated hereby.

(j) The Recipient will ensure that the funds necessary to cover, as and when incurred, the costs and expenditures necessary for completion of the Project have been secured, as identified in the Application and this Agreement.

(k) The Recipient is not making these representations and warranties specifically based upon information furnished by WEDC.

(l) These warranties and representations herein are true and accurate as of the Effective Date of this Agreement, and shall survive the execution thereof.

(m) The information disclosed to WEDC in the course of WEDC's evaluation of the Recipient's eligibility for the Program does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein, taken as a whole and in light of the circumstances under which they were made, not misleading.

**10. Wisconsin Public Records Law.** The Recipient understands that this Agreement and other materials submitted to WEDC may constitute public records subject to disclosure under Wisconsin's Public Records Law, Wis. Stats. §§ 19.31-39, and any successor statutes and regulations.

## **11. Additional Requirements.**

(a) Project Records and Financial Records. The Recipient shall prepare, keep and maintain such records as may be reasonably required by WEDC to validate the Recipient's performance under this Agreement, whether held by the Recipient or by a third-party conducting Project-related activities on behalf of the Recipient, and the performance reports provided to WEDC. All of the Recipient's financial records shall be complete and accurate, and prepared, kept, and maintained in accordance with Generally Accepted Accounting Principles. The Recipient shall provide such records to WEDC during the term of this Agreement as may be requested by WEDC. Such materials shall be retained by the Recipient for a period of at least Three (3) years after March 1, 2023.

(b) Inspection.

(i) WEDC and its respective agents, shall, upon Forty-Eight (48) hours' advance written notice to the Recipient, have the right to enter the Recipient's premises, during normal business hours, to inspect the Recipient's operations documentation relating to this Agreement, provided, however, that such access does not unreasonably disrupt the normal operations of the Recipient.

(ii) The Recipient shall produce for inspection, examination, auditing and copying, upon reasonable advance notice, any and all records which relate to this Agreement, whether held by the Recipient or by a third-party conducting Project-related activities on behalf of the Recipient.

(iii) WEDC reserves the right to conduct physical site visits of the Project during the term of this Agreement.

(c) Authorization to Receive Confidential Information. The Recipient hereby authorizes WEDC to request and receive confidential information that the Recipient has submitted to, including any adjustments to such information by, the Wisconsin Department of Revenue ("DOR") and the Wisconsin Department of Workforce Development ("DWD"), and to use such information solely for the purposes of assessing the Recipient's performance for the duration of the Project and

ensuring that WEDC is properly administering or evaluating economic development programs. With regard to the information contained in the DWD unemployment insurance files, WEDC may access the following for the Eight (8) most recent quarters: the quarterly gross wages paid to the Recipient's employees; the monthly employee count; and the Recipient's FEIN, NAICS code, and legal and trade names. The Recipient also authorizes WEDC to share information submitted to WEDC by the Recipient with the DOR and DWD and to redisclose to the public the information received from the DOR and DWD used to evaluate the Recipient's performance under its specific economic development program and the impact of WEDC economic development programs. Records exempted from the public records law by Wis. Stat. § 19.36(1) will be handled by WEDC in accordance with that law.

(d) Consolidation or Merger. During the term of this Agreement, the Recipient shall provide written notice to WEDC within Thirty (30) days of any consolidation or merger with or into any other unrelated corporation or business entity.

(e) Public Announcement. The Recipient agrees to cooperate with WEDC in making a public announcement of this Agreement.

(f) Insurance. The Recipient will ensure that insurance is maintained in such amounts and against such liabilities and hazards as customarily is maintained by companies operating similar businesses to the Project.

**12. Conflicts.** In the event of any conflict between the provisions of this Agreement and any accompanying documents, the terms of this Agreement control.

**13. Choice of Law. THIS AGREEMENT AND ALL MATTERS RELATING TO IT OR ARISING FROM IT – WHETHER SOUNDING IN CONTRACT LAW OR OTHERWISE – SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED PURSUANT TO, THE LAWS OF THE STATE OF WISCONSIN.**

**14. Venue, Jurisdiction.** Any judicial action relating to the construction, interpretation, or enforcement of this Agreement, or the recovery of any principal, accrued interest, court costs, attorney's fees and other amounts owed hereunder, shall be brought and venued in the U.S. District Court for the Western District of Wisconsin or the Dane County Circuit Court in Madison, Wisconsin. **EACH PARTY HEREBY CONSENTS AND AGREES TO JURISDICTION IN THOSE WISCONSIN COURTS, AND WAIVES ANY DEFENSES OR OBJECTIONS THAT IT MAY HAVE ON PERSONAL JURISDICTION, IMPROPER VENUE OR FORUM NON CONVENIENS.**

**15. Waiver of Right to Jury Trial. EACH PARTY WAIVES ITS RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY JUDICIAL ACTION OR PROCEEDING THAT MAY ARISE BY AND BETWEEN WEDC AND THE RECIPIENT CONCERNING OR RELATING TO THE CONSTRUCTION, INTERPRETATION OR ENFORCEMENT OF THIS AGREEMENT, OR THE RECOVERY OF ANY PRINCIPAL, ACCRUED INTEREST, COURT COSTS, ATTORNEYS' FEES AND OTHER AMOUNTS THAT MAY BE OWED BY THE RECIPIENT HEREUNDER. THIS JURY TRIAL WAIVER CONSTITUTES A SUBSTANTIAL CONSIDERATION FOR AND INDUCEMENT TO THE PARTIES TO ENTER INTO THIS AGREEMENT.**

**16. Limitation of Liability. RECIPIENT HEREBY WAIVES ANY RIGHT IT MAY HAVE TO CLAIM OR RECOVER FROM WEDC ANY SPECIAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL, OR DAMAGES OF ANY OTHER NATURE OTHER THAN ACTUAL DAMAGES INCURRED OR SUFFERED BY RECIPIENT.**

**17. Severability.** If any provision of this Agreement is held invalid or unenforceable by any Governmental Body of competent jurisdiction, such invalidity or unenforceability shall not invalidate the entire Agreement. Instead, this Agreement shall be construed as if it did not contain the particular provision or provisions held to be invalid or unenforceable, and an equitable adjustment shall be made and necessary provisions added so as to give effect to the intention of the parties as expressed in this Agreement at the time of the execution of this Agreement and of any amendments to this Agreement. In furtherance of and not in limitation of the foregoing, the parties expressly stipulate that this Agreement shall be construed in a manner which renders its provisions valid and enforceable to the maximum extent (not exceeding its express terms) possible under applicable law. "Governmental Body" means any federal, state, local, municipal, foreign or other government; courts, arbitration commission, governmental or quasi-governmental authority of any nature; or an official of any of the foregoing.

**18. WEDC Not a Joint Venturer or Partner.** WEDC shall not, under any circumstances, be considered or represented to be a partner or joint venturer of the Recipient or any beneficiary thereof.

**19. Captions.** The captions in this Agreement are for convenience of reference only and shall not define or limit any of the terms and conditions set forth herein.

**20. No Waiver.** No failure or delay on the part of WEDC in exercising any power or right under this Agreement shall operate as a waiver, nor shall any single or partial exercise of any such power or right preclude any other exercise of any other power or right.

**21. Entire Agreement.** This Agreement embodies the entire agreement of the parties concerning WEDC's and the Recipient's obligations related to the subject of this Agreement. This Agreement may not be amended, modified or altered except in writing signed by the Recipient and WEDC. This Agreement supersedes all prior agreements and understandings between the parties related to the subject matter of this agreement.

*[Signature Page Follows]*

**IN WITNESS WHEREOF**, WEDC and the Recipient have executed and delivered this Agreement effective the date set forth next to WEDC's signature below.

**WISCONSIN ECONOMIC DEVELOPMENT CORPORATION**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Melissa L. Hughes  
Secretary and CEO

**CITY OF BURLINGTON**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Carina Walters  
City Administrator

Notices to the Recipient hereunder shall be in writing and shall be deemed to have been given: (i) at the time it is sent, as recorded by WEDC's system, when sent by electronic mail during a business day or, if sent after the close of normal business hours on a business day or sent on a non-business day, at the start of normal business hours on the next business day or (ii) Three (3) Business Days after deposit in the United States mail, certified and with proper postage prepaid, addressed as follows:

City of Burlington  
300 N. Pine St.  
Burlington, WI 53105  
Attn: Carina Walters  
Email: cwalters@burlington-wi.gov

Notices to WEDC hereunder shall be effective upon mailing by first class mail, postage prepaid, and addressed as follows:

Wisconsin Economic Development  
Corporation  
Division of Credit & Risk  
P.O. Box 1687  
Madison, WI 53701  
Attn: Community Development  
Investment  
Contract # CDI FY20-24842

## EXHIBIT A REQUEST FOR WEDC PAYMENT

Award Number: CDI FY20-24842	Rep:	Recipient: City of Burlington
FEIN #		Request Number:
Program: Community Development Investment		Award Type: Grant
Funding Period Covered by this Request From: _____ To: _____		

### PROJECT EXPENSES INCURRED/PAID DURING THIS PERIOD (see attachment)

Budget Code	Description Line Item	WEDC Funding This Period	+	Matching Funding This Period	=	Total This Period
0385	Renovation					
<b>TOTAL:</b>						

- Check here if this is the Final Request for Payment. If there is a balance remaining on the Project it may be lapsed.

#### PAYMENT/PROJECT EXPENSE/MATCH DESCRIPTION - Disbursement

Prior to the release of funds, the following requirements must be met (to be initialed by WEDC staff):

- The Recipient submitting to WEDC a summary report of the Eligible Project Costs incurred against both the CDI Funds and Matching Funds. The amount of Matching Funds incurred for any request must be in an amount pro rata with the amount incurred against the CDI Funds being requested. \_\_\_\_\_
- The Recipient submitting to WEDC documentation evidencing that the Eligible Project Costs incurred at the Project Location against both the CDI Funds and Matching Funds covered by the disbursement request have been purchased or will be purchased through an invoice, receipt, registration form, or other third-party documentation that contains the following information: Vendor name and contact information; Description of the item(s) purchased; Cost of purchase; Date of purchase (invoice date or date received, not date ordered unless it is the same). \_\_\_\_\_
- The Recipient being in compliance with this Agreement, and with any other agreements by and between the Recipient and WEDC. \_\_\_\_\_
- The Recipient requesting all CDI Funds no later than February 28, 2023. \_\_\_\_\_

I hereby certify that the expenses reported on this form are in accordance with the terms of the Agreement and that complete and accurate records are being kept to substantiate such expenses.

\_\_\_\_\_  
**Authorized Recipient Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
WEDC Division VP or Designee

\_\_\_\_\_  
Date

---

WEDC Servicing

---

Date

---

WEDC Controller or Finance Department

---

Date

Retain a copy of the completed form for your records and email a copy of the original and documentation to:  
[disbursements@wedc.org](mailto:disbursements@wedc.org). The hard copy may be required to be sent upon request.



**COMMITTEE OF THE WHOLE**

**ITEM NUMBER 5D**

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**DATE:** May 5, 2020

**SUBJECT:** RESOLUTION 5008(4) - To adopt a Memorandum of Agreement between the City of Burlington and Federal Aviation Administration (FAA).

**SUBMITTED BY:** Megan Watkins, Assistant City Administrator | Zoning Administrator

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**BACKGROUND/HISTORY:**

The City of Burlington entered into a Lease Agreement with the Federal Aviation Administration (FAA) in 2000 for FAA equipment installed on the Municipal Airport grounds. The equipment includes runway end identification lights (REIL) and a radio beacon (VOR/DME). The current agreement expires September 30, 2020. The FAA is requesting to renew the agreement as a Memorandum of Agreement (MOA) for a term of twenty years, expiring September 30, 2040.

This agreement, reviewed by Attorney Bjelajac, is merely a housekeeping item and closely matches the agreement in place for twenty years.

**BUDGET/FISCAL IMPACT:**

**RECOMMENDATION:**

Staff recommends approval of this Memorandum of Agreement with the FAA.

**TIMING/IMPLEMENTATION:**

This item is for discussion at the May 5, 2020 Committee of the Whole meeting, and is scheduled for final consideration at the May 19, 2020 Common Council meeting.

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**Attachments**

- Res 5008(4) FFA Agreement
  - 2020-2040 Agreement
  - 2000-2020 Agreement
-

**A RESOLUTION TO ADOPT A MEMORANDUM OF AGREEMENT BETWEEN THE CITY  
OF BURLINGTON AND THE FEDERAL AVIATION ADMINISTRATION (FAA)**

**WHEREAS**, the City of Burlington Municipal Airport (“Airport”) and the Federal Aviation Administration (“FAA”) wish to renew an agreement for existing navigational aid facilities that are located on airport property; and,

**WHEREAS**, an agreement was entered into in 2000 to provide for the construction, operation, and maintenance of FAA owned navigation, communication and weather aids for the support of air traffic operations; and,

**WHEREAS**, the Airport and FAA desire to work in cooperation with each other in the technical installation and operation of air navigational aids as outlined in the attached Memorandum of Agreement.

**NOW, THEREFORE, BE IT RESOLVED** that the Common Council of the City of Burlington, Racine County, State of Wisconsin hereby adopts the attached *Memorandum of Agreement* between the City of Burlington and Federal Aviation Administration expiring September 30, 2040.

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

Introduced: May 5, 2020  
Adopted:

\_\_\_\_\_  
Jeannie Hefty, Mayor

Attest:

\_\_\_\_\_  
Diahnn C. Halbach, City Clerk



U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

Central Service Area  
Real Estate Branch, AAQ-920

10101 Hillwood Parkway  
Fort Worth, Texas 76177

DEC 26 2019  
City of Burlington, WI  
City Hall-300 N Pine  
Burlington, WI 53105

Dear Mr. Meisner:

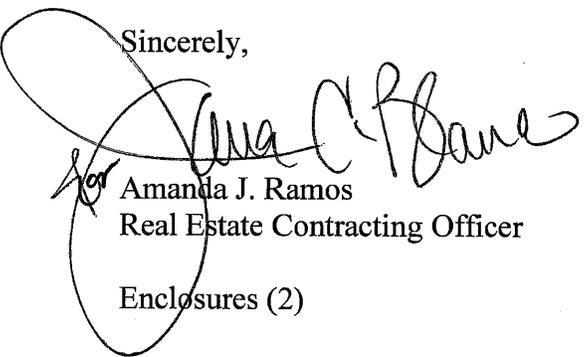
Subject: Expiring Lease No. DTFA14-00-L-R3169  
Succeeding Agreement No. 697DCM-20-L-00031  
Navigational Aid Facilities –Burlington Municipal Airport  
Burlington, WI

To improve administrative efficiency, the Federal Aviation Administration (FAA) has made a national policy determination to use the format of a Memorandum of Agreement (MOA) to cover required land sites and easements for existing navigational aid (NAVAID) facilities operated and maintained by this agency that are located on airport property. There are practical reasons for this decision to benefit both the FAA and airport to reduce paperwork. Also, the MOA process eliminates the requirement for separate legal descriptions and utilizes a listing of identified facilities.

Current research verifies that the FAA has installed and is maintaining three (3) facilities that are covered under one (1) separate lease agreement at Burlington Municipal Airport. The new MOA No. 697DCM-20-L-00031 has effective date of October 1, 2020 and Lease No. DTFA14-00-L-R3169 will expire of its own terms on September 30, 2020.

Enclosed are two copies of MOA No. 697DCM-20-L-00031. Please have all copies signed and dated and return all copies in the enclosed postage paid envelope. When received, a fully executed copy will be returned for your records.

Sincerely,

  
for Amanda J. Ramos  
Real Estate Contracting Officer

Enclosures (2)

**MEMORANDUM OF AGREEMENT (MOA)**

**Between**

**UNITED STATES OF AMERICA  
DEPARTMENT OF TRANSPORTATION  
FEDERAL AVIATION ADMINISTRATION**

**And**

**CITY OF BURLINGTON, WISCONSIN**

**MOA No. 697DCM-20-L-00031  
(BUU) Burlington Municipal Airport  
Burlington, Wisconsin**

**SECTION 1 - OPENING**

**6.1.1-1 Preamble (JAN 2017)**

This Agreement is made and entered into by the City of Burlington, Wisconsin, hereinafter referred to as "Airport", for itself, its successors and assigns, and the Federal Aviation Administration, hereinafter referred to as the "FAA".

**6.1.3-1 Witnesseth (JAN 2017)**

Whereas, the parties listed above have entered into an Airport Improvement Grant Agreement; and

Whereas, the parties listed above have entered into an agreement providing for the construction, operation, and maintenance of FAA owned navigation, communication and weather aids for the support of Air Traffic Operations; and

Whereas, the parties consider it desirable to work in cooperation with each other in the technical installation and operation of air navigational aids; and

Whereas, both parties agree the establishment, operation, and maintenance of systems for air traffic control, navigation, communication, and weather reporting is in the primary interest of safety and direct support of the ongoing operation of the Burlington Municipal Airport.

Whereas, this agreement succeeds DTFA14-00-L-R3169 and all other previous agreements between the parties for the property described in this document.

Now, therefore, the parties mutually agree as follows:

## **SECTION 2 - TERMS**

### **6.2.1-1 Purpose (APR 2005)**

It is understood and agreed that the use of the herein described premises, known as Burlington Municipal Airport, shall be related to the FAA's activities in support of Air Traffic Operations.

### **6.2.5-4 Terms and Conditions (JAN 2019)**

It is mutually understood and agreed that the Airport requires FAA navigation aid facilities in order to operate their business and that the FAA requires navigation, communication and weather aid facilities at the Airport in order to support Air Traffic Operations. Thus, in the interest of both parties it is hereby agreed that the Airport will allow the FAA to construct, operate, and maintain FAA owned navigation, communication and weather aid facilities in areas on the Airport that have been mutually determined and agreed upon for the term commencing on October 1, 2020 and continuing through September 30, 2040. The FAA can terminate this agreement, in whole or part at any time by giving at least thirty (30) days' notice in writing. Said notice shall be sent by certified or registered mail.

A. Together with a right-of-way for ingress to and egress from the premises; a right-of-way for establishing and maintaining pole lines or underground lines for extending electrical power and/or telecommunications lines to the premises; including a right-of-way for subsurface power, communication and/or water lines to the premises; all rights-of-way to be over the area referred to as Burlington Municipal Airport, to be routed reasonably determined to be the most convenient to the FAA and as not to interfere with Airport operations. The Airport shall have the right to review and comment on plans covering access and utility rights-of-way under this paragraph.

B. And the right to grading, conditioning, and installing drainage facilities, seeding the soil of the premises, and removing all obstructions from the premises that may constitute a hindrance to the establishment and maintenance of navigational aid systems. The Airport shall have the right to review and comment on plans covering work permitted under this paragraph.

C. And the rights to make alterations, attach fixtures, and erect additions, structures or signs, in direct support of the Airport. The Airport shall have the right to review and comment on plans covering work permitted under this paragraph.

D. And the right to park, without cost, all official and privately owned vehicles used for the maintenance and operation of the air navigational facilities. Parking shall be provided adjacent to the navigational aid facility or as near as possible without interfering with the operation of the Airport.

E. The Lessor agrees to provide snow removal, weed control, mowing of grass and general maintenance of the grounds of the premises hereby leased at no cost to the Government.

#### **6.2.6-2 Consideration - No Cost (AUG 2002)**

The Government shall pay the Airport no monetary consideration in the form of rental. It is mutually agreed that the rights extended to the Government herein are in consideration of the obligations assumed by the Government in its establishment, operation and maintenance of facilities upon the premises hereby leased.

#### **6.2.9 FAA Facilities (APR 2005)**

The FAA facilities covered by this agreement are identified on the most current approved Airport Layout Plan (ALP) and/or other pertinent drawings that are made part of this Agreement by reference and shown on the attached FAA "List of Facilities".

### **SECTION 3 - GENERAL CLAUSES**

#### **3.2.5-1 RE Officials Not to Benefit (OCT 1996)**

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this agreement, or to any benefit arising from it. However, this clause does not apply to this agreement to the extent that this agreement is made with a corporation for the corporation's general benefit.

#### **6.3.5 Title to Improvements (APR 2005)**

Title to the improvements constructed for use by the FAA during the life of this Agreement shall be in the name of the FAA.

#### **6.3.6 Funding Responsibility for FAA Facilities (JAN 2017)**

The Airport agrees that any and all Airport requested relocation(s), replacement(s), or modification(s) of any existing or future FAA navigational aid or communication system(s) necessitated by Airport improvements or changes will be at the expense of the Airport. In the event that the Airport requested changes or improvements interferes with the technical and/or operational characteristics of the FAA's facility, the Airport will immediately correct the interference issues at the Airport's expense. Any FAA requested relocation, replacement, or modifications shall be at the FAA's expense. In the event such relocations, replacements, or modifications are necessary due to causes not attributable to either the Airport or the FAA, funding responsibility shall be determined by mutual agreement between the parties, and memorialized in a Supplemental Agreement.

### **6.3.18 Non-Restoration (JUL 2017)**

It is hereby agreed between the parties that, upon termination of its occupancy (due to termination or expiration of the Agreement), the FAA shall have no obligation to restore and/or rehabilitate, either wholly or partially, the property that is the subject of this Agreement, including any holdover period. It is further agreed that the FAA may abandon in place any or all of the structures and equipment installed in or located upon said property by the FAA during its tenure. Such abandoned equipment shall become the property of the Airport.

### **6.3.25 Quiet Enjoyment (OCT 1996)**

The Airport warrants that they have good and valid title to the premises, and rights of ingress and egress, and warrants and covenants to defend the Government's use and enjoyment of said premises against third party claims.

### **6.3.28-2 Interference with FAA Operations (JAN 2017)**

The Airport agrees not to erect or allow to be erected any structure or obstruction of any kind or nature within the Airport's boundaries that the FAA determines may interfere with the proper operation of the facilities installed by the FAA. The FAA and the Airport agree that such action(s) would not be in the best interest of the Airport or the FAA.

### **6.3.33 Covenant Against Contingent Fees (AUG 2002)**

The Airport warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee.

### **6.3.34 Anti-Kickback (JAN 2017)**

The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from (1) Providing or attempting to provide or offering to provide any kickback; (2) Soliciting, accepting, or attempting to accept any kickback; or (3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

### **6.3.36 Subordination, Nondisturbance and Attornment (JAN 2017)**

A. The Government agrees, in consideration of the warranties and conditions set forth in this clause, that this Agreement is subject and subordinate to any and all recorded mortgages, deeds

of trust and other liens now or hereafter existing or imposed upon the premises, and to any renewal, modification or extension thereof. It is the intention of the parties that this provision shall be self-operative and that no further instrument shall be required to effect the present or subsequent subordination of this Agreement. Based on a written demand received by the RECO, the Government will review and, if acceptable, execute such instruments as Airport may reasonably request to evidence further the subordination of this Agreement to any existing or future mortgage, deed of trust or other security interest pertaining to the premises, and to any water, sewer or access easement necessary or desirable to serve the premises or adjoining property owned in whole or in part by Airport if such easement does not interfere with the full enjoyment of any right granted the Government under this Agreement.

B. No such subordination, to either existing or future mortgages, deeds of trust or other lien or security instrument shall operate to affect adversely any right of the Government under this Agreement so long as the Government is not in default under this Agreement. Airport will include in any future mortgage, deed of trust or other security instrument to which this Agreement becomes subordinate, or in a separate non-disturbance agreement, a provision to the foregoing effect. Airport warrants that the holders of all notes or other obligations secured by existing mortgages, deeds of trust or other security instruments have consented to the provisions of this clause, and agrees to provide true copies of all such consents to the RECO promptly upon demand.

C. In the event of any sale of the premises or any portion thereof by foreclosure of the lien of any such mortgage, deed of trust or other security instrument, or the giving of a deed in lieu of foreclosure, the Government will be deemed to have attorned to any purchaser, purchasers, transferee or transferees of the premises or any portion thereof and its or their successors and assigns, and any such purchasers and transferees will be deemed to have assumed all obligations of the Airport under this Agreement, so as to establish direct privity of estate and contract between Government and such purchasers or transferees, with the same force, effect and relative priority in time and right as if the Agreement had initially been entered into between such purchasers or transferees and the Government; provided, further, that the RECO and such purchasers or transferees shall, with reasonable promptness following any such sale or deed delivery in lieu of foreclosure, execute all such revisions to this Agreement, or other writings, as shall be necessary to document the foregoing relationship.

D. None of the foregoing provisions may be deemed or construed to imply a waiver of the Government's rights as a sovereign.

### **6.3.37 Notification of Change in Ownership or Control of Land (JUL 2017)**

If the Owner sells, dies or becomes incapacitated, or otherwise conveys to another party or parties any interest in the aforesaid land, rights of way thereto, and any areas affecting the premises, the Government shall be notified in writing, of any such transfer or conveyance within 30 calendar days after completion of the change in property rights. Concurrent with the written notification, the Owner or Owner's heirs, representatives, assignees, or trustees shall provide the

Government copies of the associated legal document(s) (acceptable to local authorities) for transferring and/or conveying the property rights.

**SECTION 8 - ENVIRONMENTAL OCCUPATIONAL SAFETY AND HEALTH CLAUSES**

**6.8.1 Hazardous Substance Contamination (JUL 2017)**

The FAA agrees to remediate, at its sole cost, all hazardous substance contamination on the FAA facility premises that is found to have occurred as a direct result of the installation, operation, relocation and/or maintenance of the FAA's "facilities" covered by this Agreement. The Airport agrees to remediate or have remediated at its sole cost, any and all other hazardous substance contamination found on the FAA facility premises. The Airport also agrees to save and hold the U.S. Government harmless for any and all costs, liabilities and/or claims by third parties that arise out of hazardous contamination found on the FAA facility premises that are not directly attributable to the installation, operation and/or maintenance of the facilities on the attached FAA "List of Facilities."

**SECTION 10 - CLOSING**

**6.10.1-4 Notices (JUL 2017)**

All notices/correspondence shall be in writing, reference the MOA number 697DCM-20-L-00031, and be addressed as follows:

TO THE AIRPORT OWNER:  
City of Burlington, Wisconsin  
City Hall, 300 N. Pine Street  
Burlington, WI 53105

TO THE GOVERNMENT:  
Federal Aviation Administration  
Real Estate Branch AAQ-920  
10101 Hillwood Parkway  
Fort Worth, Texas 76137

**6.10.3-4 MOA Signature Block (JUL 2017)**

The Airport and the FAA hereby agree to the provisions outlined in this agreement as indicated by the signatures herein below of their duly authorized representative(s). This agreement is effective upon the date of signature by the last party thereof.

CITY OF BURLINGTON, WISCONSIN

UNITED STATES OF AMERICA  
DEPARTMENT OF TRANSPORTATION  
FEDERAL AVIATION ADMINISTRATION

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Amanda J. Ramos  
Real Estate Contracting Officer  
Date: \_\_\_\_\_

**Dated October 1, 2020**

**List of Facilities**

MEMORANDUM OF AGREEMENT

**697DCM-20-L-00031**

BURLINGTON MUNICIPAL AIRPORT

<b><u>Number</u></b>	<b><u>Facility</u></b>	<b><u>R/W (ATID) Number</u></b>	<b><u>GSA Control Number</u></b>	<b><u>Comments</u></b>
1	REIL	11 (BUU)	55344	Facility site
2	REIL	29 (BUU)	55345	Facility site
3	VOR/DME	(BUU)	55200	Facility site; critical restricted area of 1,000-foot radius and access road.

Department  
Transportation

Lease No. DTFA14-00-L-R3169  
Master Lease  
Burlington, WI.

## LEASE

Between

**Burlington Municipal Airport Commission**

and

**THE UNITED STATES OF AMERICA**

THIS LEASE, made and entered into this 23<sup>rd</sup> day of May, in the year 2000, by and between **Burlington Municipal Airport Commission whose address is: City Hall - 300 North Pine Street, Burlington, Wisconsin 53105 for itself and its administrators, successors, and assigns, hereinafter referred to as the Lessor and the United States of America, hereinafter referred to as the Government:**

WITNESSETH: The parties hereto for the consideration hereinafter mentioned covenant and agree as follows:

### 1. PREMISES

The Lessor hereby leases to the Government the following described property, hereinafter referred to as the premises, viz:

**SEE ATTACHMENT "C" ( FAA On Airport Facilities).**

(a) Together with a right-of-way for ingress to and egress from the premises; a right-of-way for establishing and maintaining a pole line or pole lines for extending electric power and/or telecommunication lines to the premises; and a right-of-way for subsurface power, communication and/or water lines to the premises; all rights-of-way to be over the said lands and adjoining lands of the Lessor, and unless herein described otherwise, to be by routes reasonably determined to be the most convenient to the Government.

(b) And the right of grading, conditioning, and installing drainage facilities, and seeding the soil of the premises, and the removal of all obstructions from the premises which may constitute a hindrance to the establishment and maintenance of Government facilities.

(c) And the right to make alterations, attach fixtures, and erect additions, structures, or signs, in or upon the premises hereby leased, which alterations, fixtures, additions, structures or signs so placed in or upon, or attached to the said premises shall be and remain the property of the Government, and may be removed upon the date of expiration or termination of this lease, or within ninety (90) days thereafter, by or on behalf of the Government, or its grantees, or purchasers of said alterations, fixtures, additions, structures, or signs.

### 2. TERM

To have and to hold said premises with their appurtenances for the term **beginning October 1, 2000 through September 30, 2020, inclusive.** The Government may terminate this lease, in whole or in part, at any time on or after the **date of this lease**, by giving thirty (30) days notice in writing to the Lessor. Said notice shall be computed commencing with the day after the date of mailing.

ORIGINAL

3. CONSIDERATION

The Government shall pay the Lessor **no monetary consideration** in the form of rental, it being mutually agreed that the rights extended to the Government herein are in consideration of the obligations assumed by the Government in its establishment, operation, and maintenance of facilities upon the premises hereby leased.

4. NON-RESTORATION

It is hereby agreed between the parties, that upon termination of its occupancy, the Government shall have no obligation to restore and/or rehabilitate, either wholly or partially, the property which is the subject matter of this lease. It is further agreed that the Government may abandon in place any or all of the structures and equipment installed in or located upon said property by the Government during its tenure. Such abandoned equipment shall become the property of the Lessor. Notice of abandonment will be conveyed by the Government to the Lessor in writing.

5. INTERFERENCE WITH GOVERNMENT OPERATIONS

The Lessor agrees not to erect or allow to be erected any structure or obstruction of whatsoever kind or nature on the site or adjoining land within the airport boundaries that may interfere with the proper operation of the facilities installed by the Government under the terms of this Lease unless consent hereto shall first be secured from the Government in writing.

6. FUNDING RESPONSIBILITY FOR GOVERNMENT FACILITIES

The Lessor agrees that any relocation, replacement, or modification of any existing or future Government facilities covered by this Lease during its term or any renewal thereof made necessary by airport improvements or changes which in the Government's opinion interfere with the technical and/or operational characteristics of the Government facilities will be at the expense of the Lessor, except when such improvements or changes are made at the written request of the Government. In the event such relocation's, replacements, or modifications are necessitated due to causes not attributable to either the Lessor or the Government, funding responsibility shall be determined by the Government.

7. HAZARDOUS SUBSTANCE CONTAMINATION

The Government agrees to remediate, at its sole cost, all hazardous substance contamination on the leased premises that is found to have occurred as a direct result of the installation, operation, and/or maintenance of the Government's facilities. The Lessor agrees to remediate, at its sole cost, any and all other hazardous substance contamination found on the leased premises. The Lessor also agrees to save and hold the Government harmless for any and all costs, liabilities and/or claims by third parties that arise out of hazardous contamination found on the leased premises not directly attributable to the installation, operation and/or maintenance of the Government's facilities.

8. QUITE ENJOYMENT

The Lessor warrants that they have good and valid title to the premises, and rights of ingress and egress, and warrants and covenants to defend the Government's use and enjoyment of said premises against third party claims.

9. OFFICIALS NOT TO BENEFIT

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this contract, or to any benefit arising from it. However, this clause does not apply to this contract to the extent that this contract is made with a corporation for the corporation's general benefit.

10. COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee.

11. ANTI-KICKBACK

The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from (1) Providing or attempting to provide or offering to provide any kickback; (2) Soliciting, accepting, or attempting to accept any kickback; or (3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

12. PROTEST AND DISPUTES

All contract disputes arising under or related to this contract or protests concerning awards of contracts shall be resolved under this clause, and through the Federal Aviation Administration (FAA) Dispute Resolution System. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. The decision of the FAA shall be considered a final agency decision only after a contractor or offeror has exhausted their administrative remedies for resolving a contract dispute under the FAA Dispute Resolution System. Protests must be filed with the Office of Dispute Resolution within 5 calendar days of the date that the protester was aware, or should reasonably have been aware, of the agency action or inaction which forms the basis of the protest. Information relating to submitting a protest or dispute will be provided by the Contracting Officer, upon request.

13. LESSOR'S SUCCESSORS

The terms and provisions of this lease and the conditions herein bind the Lessor and the Lessor's administrators, successors, and assigns.

14. NOTICES

All notices/correspondence shall be in writing, and shall be addressed as follows (or to such other address as either party may designate from time to time by notice or correspondence to the other):

TO LESSOR: **Burlington Municipal Airport Commission  
City of Burlington  
City Hall- 300 North Pine Street  
Burlington, Wisconsin 53105**

TO GOVERNMENT: **Federal Aviation Administration, AGL-56  
2300 East Devon Avenue  
Des Plaines, IL 60018**

**15. The Lessor agrees that during the term of the lease or any renewal thereof, the Airport Commission will confine the use of its lands within a radius of 1000 feet from the center point of the TVOR facility to normal airport and agricultural use and not permit growth of trees, and further agrees that it will not erect or allow to be erected any additional poles, structures, or any other obstruction over five feet in height on its lands within a 1000 foot radius of said point without prior written permission of the Federal Aviation Administration.**

**16. The Lessor agrees to provide snow removal, weed control, mowing of grass and general maintenance of the grounds of the premises hereby leased at no cost to the Government.**

**17. This Lease is subject to the Certificate/Notary Acknowledgment named Attachment A, FAA Notary Acknowledgment named Attachment B and Attachment C ( FAA On Airport Facilities).**

**18. This lease succeeds FAA Lease No. DTFA14-80-L-R065 which expires by limitation on September 30, 2000.**

**19. All changes, deletions, attachments and additions were made prior to signature of this lease by both parties.**

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date above written.

**LESSOR: BURLINGTON MUNICIPAL AIRPORT COMMISSION**

*Robert J. Oswald* Date: 5/10/00  
(Signature) *Robert J. Oswald Chairman*

*Richard Ellingstad* 5/10/00  
(Witness) PRINT NAME BELOW SIGNATURE  
*Richard Ellingstad*

*Harry Pütz*  
(Witness) PRINT NAME BELOW SIGNATURE  
*Harry Pütz*

**UNITED STATES OF AMERICA**

*Cornie A. Mullaney* Date: 5/23/00  
Real Estate Contracting Officer  
(Official Title)

**PREPARED BY:**  
**Federal Aviation Administration, AGL- 56**  
**2300 E. Devon Avenue**  
**Des Plaines, IL 60018**  
**Telephone Number 847-294-7764**

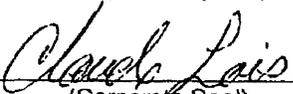
**ATTACHMENT "A"**

**CERTIFICATE**

If agreement is made with a State, County, Municipality or other public authority, the following certificate shall be executed by an authorized official:

I, CLAUDE LOIS, certify that I am the MAYOR  
of the CITY OF BURLINGTON (State, County, Municipality, or other Public Authority) named  
in the foregoing agreement: that PATRICIA OSBAKKEN who signed said agreement on behalf  
of BURLINGTON MUNICIPAL AIRPORT was then CHAIRPERSON  
of said BURLINGTON MUNICIPAL AIRPORT that said agreement was duly signed for and in behalf  
of said CITY OF BURLINGTON MUNI AIRPORT by authority of its governing body, and is within the scope of its powers.

signed

  
\_\_\_\_\_  
(Corporate Seal)

Prepared By: Federal Aviation Administration, Real Estate and Utilities Team, AGL-56  
2300 East Devon Avenue, Des Plaines, Illinois 60018 847/294-7171.

ATTACHMENT B

NOTARY ACKNOWLEDGMENT

FEDERAL AVIATION ADMINISTRATION

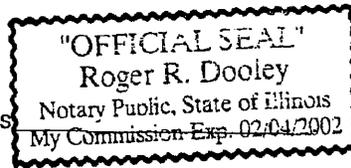
STATE OF ILLINOIS )  
COUNTY OF COOK )SS

On this 23<sup>rd</sup> day of MAY, 2000, before me, ROGER R. DOOLEY,  
the undersigned Notary Public, personally appeared CORINNE A. MULLALLY

Real Estate Contracting Officer, Great Lakes Region, Federal Aviation Administration, Des Plaines, Illinois, known to me to be the person described in the foregoing instrument, acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained. In witness whereof, I have hereunto set my hand and affixed my official seal.

Roger R. Dooley  
Notary Public

My commission expires



**ATTACHMENT "C"**

To provide the Government with the necessary land rights to install, operate and maintain the following:

**Terminal Very High Frequency Omni Directional Range Facility / Distance Measuring Equipment (TVOR/ DME):**

Part of the Northwest Quarter of the Southwest Quarter of Section 30, Township 3 North, Range 19 East, Racine County, Wisconsin commencing at the TVOR access road from Runway edge 11/29 thence South 500 feet to the TVOR plot.

**Runway 11 Runway End Identification Lights (REIL):**

1. A power and control substation near the south side of a barbed wire fence, and 20 feet easterly of the 15-foot wide gate opening at approximately 550 feet northerly from the Runway 11 centerline, and approximately 120 feet ( measured along Runway 11 centerline) easterly of the runway paved end.
2. REIL units 40 feet from the taxiway edge/ runway end, and 40 feet from the runway edge.
3. REIL system cables in accordance with Drawings GL-D-2121 and GL-D-2051T.

**Runway 29 Runway End Identification Lights (REIL):**

1. A power and control substation near the southeast corner of the most southeasterly hanger (Burlington Air Center) at a location 25 feet north, and 20 feet east of the southeast corner of said hanger.
2. REIL units 40 feet from the taxiway edge/runway end, and 75 feet from the runway edge.
3. REIL system cables in accordance with Drawings GL-D-2122 and GL-D-2051T.



**DATE:** May 5, 2020

**SUBJECT:** RESOLUTION 5009(5) - To approve an Agreement with Flight For Life (FFL) to provide the City of Burlington Paramedic Intercept Services.

**SUBMITTED BY:** Alan Babe, Fire Chief

**BACKGROUND/HISTORY:**

On January 1, 2020 the City of Burlington assumed EMS for the City and Town; however the City can only practice to our current licensure of Advanced Emergency Medical Technician (AEMT) level, which is not a paramedic level service. When the City of Burlington Fire Department (CBFD) receives a call for service that exceeds our current capabilities, we must rely on other departments to assist and provide mutual aid to ensure that the patient receives the proper level of care when appropriate. The challenge with this process is that we are reliant upon other municipalities' availability to provide service to our citizens, which can result in a delay for our most critical patients.

A partnership with Flight For Life (FFL) will provide CBFD an in-house solution to help solve this issue. Flight For Life has been a partner and provider of air medical services in the City of Burlington for over 35 years. CBFD and Aurora Burlington both utilize and trust the Flight For Life air crews to assist in treating the most critically ill and injured members of our community. The FFL ground ambulances utilize the same medical direction and protocols that the air crews utilize. Flight For Life is a well-respected provider of high-level medical services and would be a welcomed addition to the CBFD EMS team.

Both Agencies are proposing that Flight For Life re-locate their ambulance to the fire department. FFL would continue to provide service to the local communities and the only difference is that they would be based in the Burlington fire station 24/7. FFL would have more availability to assist CBFD with the critical patients that we currently rely on mutual aid to provide service. Having the FFL teams located in-house will also provide the opportunity for the FFL crews to assist in the training of our existing and new team members. Their level of expertise and clinical capabilities would provide significant value to our department as we work to increase our scope of practice.

Benefits to a partnership with FFL:

- FFL crews based in house 24/7
- FFL to provide training to CBFD staff to help increase CBFD level of service
- Reduced wait times for critical patients
- FFL is a reliable vendor who is currently utilized by CBFD and AMCB
- CBFD retains the ability to generate revenue while increasing services rapidly
- CBFD can utilize FFL to complete "long haul" transports to reduce the amount of time that CBFD units are outside of their service area. This will allow CBFD to be more readily available to community while still providing sound clinical care.

**BUDGET/FISCAL IMPACT:**

There are no up-front costs associated with this project. When FFL is called in to provide service, they will bill for patient transport service. The space that was previously occupied by the Burlington Rescue Squad will serve as the office space assigned to FFL.

FFL is responsible for providing its crew members with the equipment necessary to provide service, CBFD will not be responsible for costs associated with FFL operations. CBFD will also see a significant cost saving in future

training. FFL can train in areas that the department would need to seek third party assistance, for little to no cost to the department.

The Cbfd will be able to keep its ambulances in their assigned service areas, by utilizing FFL for longer distance transports. This will increase the amount of time Cbfd ambulances are available to run calls, leading to additional revenue.

**RECOMMENDATION:**

Staff recommends approval of the Agreement between the City of Burlington and Flight For Life as soon as possible. This project provides the City and Town of Burlington a no cost, turn-key solution to replace and exceed the service that was previously being provided.

**TIMING/IMPLEMENTATION:**

This item is for discussion at the May 5, 2020 Committee of the Whole meeting, and is scheduled for final consideration at the May 19, 2020 Common Council meeting.

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**Attachments**

Res 5009(5) FFL MOU  
MOU  
WI EMS Scope of Practice

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**A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING FOR ADVANCED LIFE SUPPORT INTERCEPT SERVICE TO THE CITY OF BURLINGTON**

**WHEREAS**, the Milwaukee Regional Medical Center, Inc. (MRMC) / Flight for Life (FFL) and the City of Burlington (City) have a mutual understanding for non-dedicated Advanced Life Support (ALS) emergency intercept service; and,

**WHEREAS**, the City operates a municipal-owned Fire Department which provides comprehensive fire service program and emergency medical services in response to the community 911 calls for assistance and is licensed by the state of Wisconsin at an Advanced-Emergency Medical Technical (A-EMT) level; and,

**WHEREAS**, the Fire Department desires to have ALS services available, on an as needed basis for certain patients requiring a higher level of medical care, intervention and transportation; and,

**WHEREAS**, MRMC operates air and ground medical ambulance service named FFL; and,

**WHEREAS**, is licensed by the state of Wisconsin to provide ALS and critical care services (“Services”), and under its approved operational plan provides intercepts to municipalities requesting service; and,

**WHEREAS**, FFL provides emergency services to the Racine County region and transports patients from accident scenes to hospitals in the area.

**NOW, THEREFORE, BE IT RESOLVED** by the Common Council of the City of Burlington, Racine County, State of Wisconsin, that the City of Burlington adopt the attached Memorandum of Understanding for Advanced Life Support Intercept Service to the City of Burlington.

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

Introduced: May 5, 2020  
Adopted:

\_\_\_\_\_  
Jeannie Hefty, Mayor

Attest:

\_\_\_\_\_  
Diahn Halbach, City Clerk

**MEMORANDUM OF UNDERSTANDING**  
**FOR**  
**ADVANCED LIFE SUPPORT INTERCEPT SERVICE**  
**TO**  
**THE CITY OF BURLINGTON**

**THIS MEMORANDUM OF UNDERSTANDING (MOU)** is a mutual understanding, as of March \_\_, 2020 (the “Effective Date”) between **MILWAUKEE REGIONAL MEDICAL CENTER, INC. (“MRMC”)/ FLIGHT FOR LIFE (“FFL”)** and **THE CITY OF BURLINGTON (“City”)** for non-dedicated Advanced Life Support (“ALS”) emergency intercept service.

- A. City of Burlington, Wisconsin operates a municipal-owned Fire Department
- B. The Fire Department provides comprehensive fire service program and emergency medical services in response to community 9-1-1 calls for assistance
- C. The Fire Department’s medical response is licensed by the state of Wisconsin at an Advanced – Emergency Medical Technician (A-EMT) level, and
- D. The Fire Department desires to have ALS services available, on an as needed basis for certain patients requiring higher level of medical care, intervention and transportation
- E. The Milwaukee Regional Medical Center, Inc. operates an air and ground medical ambulance service named Flight For Life (“FFL”) and,
- F. FFL is licensed by the state of Wisconsin to provide ALS and critical care services (“Services”), and under its approved operational plan provides intercept to municipalities requesting service, and
- G. FFL provides emergency services to the Racine County region and transports patients from accident scenes and hospitals within the area

**NOW, THEREFORE,** MRMC/FFL and Fire Department agree as follows:

**1. ADVANCED LIFE SUPPORT INTERCEPT SERVICES**

- 1.1 **Licensure and Certification.** The parties agree that at all times during the term of this MOU, they shall remain licensed, certified or enrolled in good standing with applicable state and federal licensing authorities, with all applicable state and federal health care programs, and with all required state or national accrediting organizations.
- 1.2 **Services in Compliance with Laws and Regulations.** MRMC/FFL shall provide all intercept services hereunder in accordance with applicable laws, regulations

and standards of care and shall staff and equip all vehicles, in accordance with applicable laws, rules and regulations.

- 1.3 **Requesting Intercept.** Fire Department shall contact the FFL dispatcher to request intercept services. The parties acknowledge and agree that MRMC cannot and does not assure the availability of its ground ambulances to perform intercept Services. In addition, Fire Department acknowledges and agrees that MRMC/FFL provides intercept and transport Services on a strict "first-call, first served" basis.
- 1.4 **Accreditation.** The parties agree that the intercept and transport Services shall be provided at all times in accordance with the then-current standards of the Commission on Accreditation of Medical Transport Systems ("CAMTS").

## 2. MRMC'S RESPONSIBILITIES.

- 2.1 **Staffing for Intercept Services.** MRMC/FFL shall determine in its sole discretion the personnel who will provide transport Services, including but not limited to, nurses and paramedical staff. All MRMC/FFL personnel assigned to provide Services shall be qualified to perform any tasks assigned as part of providing such services and shall be licensed or certified in accordance with any applicable provision of law and shall not be excluded nor otherwise ineligible from participating in the Medicare or Medicaid programs. MRMC shall provide personnel either through its own employees or through its contractors.
- 2.2 **Applicable Standards.** MRMC/FFL shall assure that the operation and staffing of the transport Services meets Medicare requirements applicable to ambulance providers and any applicable CAMTS standards.
- 2.3 **Medical Direction.** MRMC/FFL and Fire Department agree that all matters relating to medical treatment of patients during transport Services shall be under the direction of MRMC's medical director ("Medical Director"), and that the Medical Director may be a physician from The Medical College of Wisconsin, licensed under Wisconsin law.
- 2.4 **Confidentiality.** MRMC/FFL agrees to maintain the confidentiality of patient information disclosed for the purposes of providing transport Services and necessary medical care and not to disclose any such information except where permitted by law. MRMC acknowledges that in receiving or otherwise dealing with any records or information relating to patients receiving treatment for alcohol or other drug abuse, it is fully bound by the provisions of the federal regulations governing confidentiality of alcohol and drug abuse patient records (42 C.F.R. Part 2, as amended from time to time).
- 2.5 **Availability.** MRMC/FFL will provide intercept and transport Services twenty-four (24) hours per day, three-hundred sixty-five (365) days a year, on a "first-call, first-served" basis. MRMC/FFL will base one of its mobile-intensive-care-units ("MICU") at the Fire Department (165 W. Washington Street) to serve as

the primary response vehicle. If available, MRMC/FFL will dynamically deploy a backup MICU when the primary vehicle assigned to the Fire Department accepts an interfacility or intercept transport.

2.6 **Quality Improvement and Utilization Review.** MRMC/FFL agrees to assist in collecting quality assurance data and evaluating and monitoring such data to assure the consistency and quality of transport Services provided hereunder as reasonably requested by Fire Department in accordance with their quality assurance programs and as required by Fire Department to comply with applicable accreditation standards.

2.7 **Caregiver Background Checks.** MRMC/FFL shall conduct a Caregiver Background Check in accordance with the regulations set forth in Wisconsin Administrative Code DHS 12 for all persons under its control or direction who will have access to Fire Department patients. MRMC/FFL agrees to not schedule any individual who is barred from providing services under Chapter DHS 12 and shall notify Fire Department if any individual is charged or has been convicted of a crime that is "substantially related" as defined under the regulations. Fire Department shall make the determination whether or not to permit such an individual to provide Services. MRMC/FFL will not schedule any individual to provide Services to Fire Department if MRMC/FFL has found the individual to have committed misconduct as the term is defined under section DHS 12.07. MRMC/FFL agrees that it shall provide a copy of the Background Information Disclosure form to Fire Department, at Fire Department's request, for all individuals providing services under this MOU.

### 3. **FIRE DEPARTMENT OBLIGATIONS.**

3.1 **Patient Information and Consent.** For each patient transported under this MOU, Fire Department will obtain the following information to be transported with the patient to FFL:

3.1.1 Patient's name, address, patient identification number, age, and the name, address, and telephone number of at least one of the following (in the order of priority): the patient's legal guardian, other person authorized to make medical decisions for the patient, or next of kin;

3.1.2 All medical records (or copies of such records) related to the patient's condition that are available at the time of transfer, including but not limited to available history, records relating to the patient's emergency medical condition, observation of signs or symptoms, preliminary assessment, treatment provided.

3.1.3 Written informed consent to transfer signed by the patient or the patient's legally authorized.

3.2 **Quality Improvement and Utilization Review.** Fire Department agrees to assist in collecting quality assurance data and evaluating and monitoring such data to

assure the consistency and quality of transport Services provided hereunder as requested by MRMC/FFL in accordance with MRMC's quality assurance program and as required for MRMC/FFL to comply with CAMTS accreditation standards.

- 3.3 **Applicable Standards.** Fire Department shall assure it complies with all applicable Medicare requirements applicable to arranging for transport Services.
- 3.4 **Confidentiality.** Fire Department agrees to maintain the confidentiality of patient information disclosed for the purposes of providing transport Services and necessary medical care and not to disclose any such information except where permitted by law. Fire Department acknowledges that in receiving or otherwise dealing with any records or information relating to patients receiving treatment for alcohol or other drug abuse, it is fully bound by the provisions of the federal regulations governing confidentiality of alcohol and drug abuse patient records (42 C.F.R. Part 2, as amended from time to time).
- 3.5 **Space.** Fire Department agrees to provide rent-free space to FFL suitable for its intercept and transport Services; including indoor, heated parking area for one ambulance; storage area for maintenance related items; crew quarters for daytime activity; access to kitchen facilities; access to washer and dryer and decontamination area; bathroom and shower facilities; sleeping quarters suitable for overnight accommodations and rest periods; storage areas for medical and office supplies; locked cabinet for medications; broad-band internet connectivity for computers, and locked file drawer for medical records.

- 4. **INSURANCE.** Each party represents and warrants to the others that during the term of this MOU each shall obtain and maintain such insurance coverage and take any other necessary steps as may be required to satisfy statutory requirements and/or this Agreement. During the term of this Agreement, the City of Burlington shall be named as an additional insured with the MRMC/FFL existing insurance policies/s. The MRMC/FFL shall, during the term of this Agreement, obtain and maintain policies of insurance meeting the following requirements.

**Insurance Requirements Are:** Additional Insured status is extended from the general liability, automobile liability, umbrella liability, and workers compensation policies in favor of the City of Burlington on a primary and noncontributory basis. A Waiver of subrogation applies to the general liability, automobile liability, and workers compensation policies in favor of the City of Burlington. A 30 Day notice of cancellation of insurance will be provided to the City of Burlington.

**Minimum Liability, unless otherwise specified:**

General Liability: \$1,000,000 per Occurrence, \$2,000,000 Aggregate

Automobile: \$1,000,000 Combined Single Limits

Umbrella Liability: \$1,000,000

Workers Compensation: State Minimum

5. **OWNERSHIP OF RECORDS.** The ownership and right of control of all reports, records and supporting documents prepared in connection with the services contemplated herein shall belong exclusively to MRMC/FFL. It is understood that the contents of such reports are confidential, and disclosure shall be made only in accordance with each MRMC's policies.

6. **TERM AND TERMINATION.**

6.1 **Initial and Renewal Terms.** This MOU shall commence on the Effective Date and be effective for an initial term ending \_\_\_\_\_. Thereafter, the MOU shall automatically renew for additional one-year periods. In the event that either party wishes to terminate this MOU, the terminating party must provide the other party with written notice of the termination of this MOU at least sixty (60) days' notice.

6.2 **Termination for Breach.** In the event of a breach by any party, the non-breaching party that is affected by the breach may provide written notice of the breach and terminate this MOU at any time after a reasonable opportunity to cure such breach, such opportunity not to exceed thirty (30) days; provided, if the breaching party, prior to expiration of such time period, has cured the breach or taken all reasonable steps to effectuate a cure, this MOU shall remain in effect.

6.3 **Effect of Termination.** Upon termination of this MOU, neither party affected by the termination shall have any further obligation hereunder, except for those obligations accruing prior to the date of termination.

7. **INDEMNIFICATION.**

7.1 **Indemnification.** Except as otherwise set forth in this MOU, each party to this MOU shall, and hereby does, INDEMNIFY AND HOLD HARMLESS the other party from and against all claims, judgments, costs and expenses (including reasonable actual attorney fees), and liability of any other nature whatsoever, that may arise, directly or indirectly, as a result of any act(s) of omission and/or commission of such party while performing any of its duties or obligations under this MOU. This indemnification, however, shall not be a release of liability for any such liability arising as a result of the act(s) of omission and/or commission of the indemnified party.

7.2 **Waiver of Subrogation Rights.** To the extent the same is required to effect a mutual waiver of any subrogation rights by the insurance carrier, each of the undersigned parties releases the other party from all liability, whether for negligence or otherwise, in connection with loss covered by any insurance policies which the releasor carries with respect to this MOU (whether or not such insurance is required to be carried under this MOU), but only to the extent that such loss is collected under said insurance policies. Such release is also conditioned upon the inclusion in the policy or policies of a provision whereby

any such release shall not adversely affect said policies or prejudice any right of the releasor to recover thereunder.

## 8. MISCELLANEOUS.

- 8.1 **Relationship of Parties.** It is expressly acknowledged by the parties that each party is an "independent contractor" of the other party and nothing in this MOU is intended nor shall be construed to create an employer/employee relationship. In the event the Internal Revenue Service or Wisconsin Department of Revenue questions the independent contractor relationship of the parties, the parties agree that both parties shall have the right to participate in any discussion or negotiation occurring with the Internal Revenue Service or Wisconsin Department of Revenue, regardless of with whom such discussions and negotiations were initiated.
- 8.2 **Health Insurance Portability and Accountability Act ("HIPAA").** Both parties acknowledge they are covered entities under HIPAA. All necessary patient information will be released by each party to the other one for the purpose of treatment, payment, and health care operations. Additionally, the parties shall abide by the requirements of HIPAA, and any rules or regulations thereunder, including maintaining appropriate records and making records available to any patient upon proper request.
- 8.3 **Warranty of Non-Exclusion from Federal Programs.** Each party to the MOU represents that: (i) it is not currently excluded, or threatened with exclusion, from participating in any federal or state-funded health care program, including Medicare and Medicaid, and (ii) it has never been excluded by any of the aforementioned programs. Each party agrees to notify the other of any imposed exclusions or sanctions covered by this warranty, and the notified party reserves the right to terminate the MOU upon receipt of such notice.
- 8.4 **Nondiscrimination.** In addition to any other requirement of law, no party shall discriminate against any employee or applicant for employment because of race, color, national origin, age, sex, or handicap in their performance of this MOU, including, but not limited to, the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. Notices shall be posted in conspicuous places available for employees and applicants for employment setting forth the provisions of this nondiscrimination clause.
- 8.5 **Amendments.** No provision of this MOU may be amended except by a written instrument signed by all of the parties to this MOU.
- 8.6 **Governing Law and Venue.** This MOU shall be subject to and governed by the laws of the State of Wisconsin, notwithstanding the conflict of laws provisions. The venue for any legal action arising under this MOU shall solely and

exclusively be Racine County Circuit Court, located in Racine County, Wisconsin.

- 8.7 **Binding Effect.** This MOU shall be binding upon and shall inure to the benefit of the parties to this MOU and their respective successors and assigns. It is understood that any assignment of this MOU by any party must have the prior written approval of the other party, which approval may be granted or denied in the sole and absolute discretion of such party.
- 8.8 **Severability.** The invalidity or unenforceability of any particular provision of this MOU shall not affect the other provisions hereof, and this MOU shall be construed in all respects as if such invalid or unenforceable provision were omitted.
- 8.9 **No Waiver.** Any party's failure to insist upon the performance of any one or provisions of this MOU or to pursue any rights under this MOU shall not be construed as a waiver of any such provisions or the relinquishment of such rights.
- 8.10 **Headings.** Section or paragraph headings are included for convenience of reference and are not intended to add or subtract from the terms of this MOU.
- 8.11 **Notices.** Any notice required to be given by either party to the other party shall be in writing, and shall be delivered to such other party either by (i) personal service, or by (ii) certified mail in a postpaid envelope addressed to such party at the address(es) specified on the signature page of this MOU, or to such other address as may from time to time be designated in writing by such other party. Delivery by certified mail shall be deemed made and completed upon depositing the said postpaid envelope in the United States Mail.

**IN WITNESS WHEREOF**, the parties have executed this MOU in counterparts, one each for each party, as of the Effective Date, notwithstanding a different date of signing.

**MILWAUKEE REGIONAL MEDICAL CENTER, INC.**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Address for Notices:

2661 Aviation Road

Waukesha, WI 53188

Attn: Executive Director

**CITY OF BURLINGTON**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Address for Notices:

165 W Washington Street

Burlington, WI 53105

Attn: Fire Chief

With a copy to:

City Administrator

Burlington City Hall

300 North Pine Street

Burlington, Wisconsin 53105



# Wisconsin EMS Scope of Practice

Wisconsin Admin. Code § DHS 110.12 states that an emergency medical services (EMS) professional may only perform the skills, use the equipment, and administer the medications that are specified by the Department of Health Services in the Wisconsin scope of practice for the level to which the individual is licensed, certified, or credentialed.

Key to Practice Levels	
<b>EMR</b>	Emergency Medical Responder
<b>EMT</b>	Emergency Medical Technician
<b>AEMT</b>	Advanced Emergency Medical Technician
<b>INT</b>	EMT-Intermediate
<b>PARA</b>	Paramedic
<b>CCP</b>	Paramedic with Critical Care Endorsement

All skills designated with an “R” at a practice level are required for that level. All skills designated with an “O” at a practice level are optional skills for that level. Items designated with a footnote are modified for the indicated practice level by the conditions contained within the footnote at the end of that section.

## I. Skill—Airway/Ventilation/Oxygenation

I. Skill—Airway/Ventilation/Oxygenation	EMR	EMT	AEMT	INT	PARA	CCP
Airway – Nasopharyngeal	R	R	R	R	R	R
Airway – Non-visualized	O	R	R	R	R	R
Airway – Oropharyngeal	R	R	R	R	R	R
Airway Obstruction – Manual Dislodgement Techniques	R	R	R	R	R	R
Airway Obstruction – Dislodgement by Direct Laryngoscopy		R	R	R	R	R
Bag-valve Mask (BVM)	R	R	R	R	R	R
Capnography/End Tidal CO <sub>2</sub> Acquisition (Required at Paramedic and above by 01/01/2021)		O	O	O	O	O
Capnography/End Tidal CO <sub>2</sub> Interpretation (Required at Paramedic and above by 01/01/2021)				O	O	O
Chest Decompression – Needle				R	R	R
Chest Seal – Vented Preferred	O	R	R	R	R	R
CO Monitoring	O	O	O	O	O	O
Cricothyrotomy – Surgical or Needle					O	O

<b>I. Skill—Airway/Ventilation/Oxygenation</b>	<b>EMR</b>	<b>EMT</b>	<b>AEMT</b>	<b>INT</b>	<b>PARA</b>	<b>CCP</b>
Gastric Decompression with Advanced Airway	O	O	O	O	R	R
Intubation – Endotracheal (Must use waveform capnography by 01/01/2021)				O	R	R
Intubation – Nasotracheal				O	O	R
Intubation – Rapid Sequence Induction (Requires two paramedics patient side)					O	O
Manual Airway Maneuvers	R	R	R	R	R	R
Non-Invasive Positive Pressure Ventilation (Required at AEMT and above by 2021)		O	O	O	R	R
Oxygen Therapy – Nebulizer	O	R	R	R	R	R
Oxygen Therapy – Nasal Cannula	O	R	R	R	R	R
Oxygen Therapy – Non-Rebreather Mask	O	R	R	R	R	R
Oxygen Therapy – Tracheostomy Tube	O	R	R	R	R	R
Oxygen Therapy – High Flow Nasal Cannula					O	O
Pulse Oximetry	O	R	R	R	R	R
Suctioning – Tracheobronchial				R	R	R
Suctioning – Upper Airway (Soft and Rigid)	R	R	R	R	R	R
Ventilator – Automated Transport Ventilator		O <sup>1</sup>	O <sup>1</sup>	O <sup>1</sup>	O	O
Ventilator – Variable Setting					O <sup>2</sup>	R

Notes: <sup>1</sup>May only be used for CPR; <sup>2</sup>May only use FiO<sub>2</sub>, rate, and volume adjustments in assist control (AC) mode.

## **II. Skill—Cardiovascular/Circulation**

<b>II. Skill—Cardiovascular/Circulation</b>	<b>EMR</b>	<b>EMT</b>	<b>AEMT</b>	<b>INT</b>	<b>PARA</b>	<b>CCP</b>
Cardiocerebral Resuscitation (CCR)	O	O	O	O	O	O
Cardiopulmonary Resuscitation (CPR)	R	R	R	R	R	R
Cardioversion – Electrical				R	R	R
CPR Mechanical Device	O	O	O	O	O	O
Defibrillation – Automated and Semi-Automated (AED)	R	R	R	R	R	R
Defibrillation – Manual		O	O	R	R	R

<b>II. Skill—Cardiovascular/Circulation</b>	<b>EMR</b>	<b>EMT</b>	<b>AEMT</b>	<b>INT</b>	<b>PARA</b>	<b>CCP</b>
ECG Monitor – Acquisition/Transmission		O	O	R	R	R
ECG Monitor – Interpretation				R	R	R
ECG 12, 15 or 18 Lead – Acquisition/Transmission		O	O	R	R	R
ECG 12, 15 or 18 Lead - Interpretation				R	R	R
Hemorrhage Control – Direct Pressure	R	R	R	R	R	R
Hemorrhage Control – Hemostatic Agents	O	O	O	O	O	O
Hemorrhage Control – Pressure Points	R	R	R	R	R	R
Hemorrhage Control – Skin Clamp (Temporary Use)	O	O	O	O	O	O
Hemorrhage Control – Tourniquet	O	R	R	R	R	R
Hemorrhage Control – Wound Packing	O	R	R	R	R	R
Impedance Threshold Device (ITD)		O	O	O	O	O
Monitor – Arterial Line						R
Monitor – CVP Line						R
Monitor – Swan-Ganz Catheter						R
Pericardiocentesis					O	R
Transcutaneous Pacing				R	R	R
Transvenous Pacing – Maintenance and Troubleshooting (Not Initiation)						R
Point of Care Cardiac Ultrasound – Cardiac Arrest					O	O
Valsalva Maneuver		O	R	R	R	R

### **III. Skill—Splinting and Spinal Motion Immobilization**

<b>III. Skill—Splinting and Spinal Motion Immobilization</b>	<b>EMR</b>	<b>EMT</b>	<b>AEMT</b>	<b>INT</b>	<b>PARA</b>	<b>CCP</b>
Cervical Collar	O	R	R	R	R	R
Manual Cervical Stabilization	R	R	R	R	R	R

<b>III. Skill—Splinting and Spinal Motion Immobilization</b>	<b>EMR</b>	<b>EMT</b>	<b>AEMT</b>	<b>INT</b>	<b>PARA</b>	<b>CCP</b>
Seated Spinal Motion Restriction	O	R	R	R	R	R
Splinting – Manual	R	R	R	R	R	R
Splinting – Pelvic Compression Device	O	O	O	O	R	R
Splinting – Rigid	R	R	R	R	R	R
Splinting – Soft	R	R	R	R	R	R
Splinting – Traction	O	R	R	R	R	R
Splinting – Vacuum	O	O	O	O	O	O

#### **IV. Skill—Medication Administration Routes**

<b>IV. Skill—Medication Administration Routes</b>	<b>EMR</b>	<b>EMT</b>	<b>AEMT</b>	<b>INT</b>	<b>PARA</b>	<b>CCP</b>
Aerosolized/Nebulized	O	R	R	R	R	R
Endotracheal Tube (ET)				R	R	R
Intramuscular (IM)	O <sup>3</sup>	R	R	R	R	R
Intramuscular – Auto-Injector	O	R	R	R	R	R
Intranasal (IN)	O	R	R	R	R	R
Intraosseous (IO) (Required at AEMT by 01/01/2021)			R	R	R	R
Intravenous (IV)			R	R	R	R
Mucosal/Sublingual (SL)		R	R	R	R	R
Oral (PO)	O	R	R	R	R	R
Rectal				R	R	R
Subcutaneous (SQ)		O	O	O	O	O

Note: <sup>3</sup>May only be used for manually drawn epinephrine 1:1000 for anaphylaxis.

## V. Skill—Initiation / Maintenance / Fluids

V. Skill—Initiation / Maintenance / Fluids	EMR	EMT	AEMT	INT	PARA	CCP
Central Line/PICC Line – Access and Maintenance (No additional training required in code situation)					O	R
Maintenance – Medicated IV Fluids					R	R
Maintenance – Non-medicated IV Fluids			R	R	R	R
Intraosseous (Required at AEMT by 01/01/2021)			R	R	R	R
IV – Peripheral			R	R	R	R
IV – External Jugular				O	O	O
IV Pump – Non-medicated IV Fluids			O	O	O	R
IV Pump – Two or Less Medicated IVs					O	R
IV Pump - More than Two Medicated IVs						R
Other Access Ports – Access and Maintenance					O	R
Saline Lock – Initiation and Access			R	R	R	R
Saline Lock – Monitor		O	R	R	R	R

## VI. Skill—Miscellaneous

VI Skill—Miscellaneous	EMR	EMT	AEMT	INT	PARA	CCP
Assisted Delivery (Childbirth)	R	R	R	R	R	R
Blood Glucose Monitoring	O	R	R	R	R	R
Blood Pressure – Automated	O	O	O	O	O	O
Chest Tube Insertion						O
Chest Tube – Monitoring					O	R
Eye Irrigation	R	R	R	R	R	R
Foley Catheter Insertion						O

<b>VI. Skill - Miscellaneous</b>	<b>EMR</b>	<b>EMT</b>	<b>AEMT</b>	<b>INT</b>	<b>PARA</b>	<b>CCP</b>
ICP Monitoring						R
Immunizations		O	O	O	O	O
Nasopharyngeal and/or Oropharyngeal Sampling/Obtaining	O	O	O	O	O	O
Long Board	O	R	R	R	R	R
Patient Physical Restraints	O	R	R	R	R	R
Venous Blood Sampling – Obtaining			O	O	O	O
Vital Signs	R	R	R	R	R	R

## VII. Skill—Assisted Patient Medications

<b>VII. Skill—Assisted Patient Medications</b>	<b>EMR</b>	<b>EMT</b>	<b>AEMT</b>	<b>INT</b>	<b>PARA</b>	<b>CCP</b>
Any patient prescribed medication with online medical control approval (as long as administration route is within scope of practice)	O	O	O	O	O	O

## VIII. Skill—Medications Approved Per Protocol

<b>VIII. Skill—Medications Approved per Protocol</b>	<b>EMR</b>	<b>EMT</b>	<b>AEMT</b>	<b>INT</b>	<b>PARA</b>	<b>CCP</b>
0.45% Sodium Chloride			O	O	O	O
0.9% Sodium Chloride (Normal Saline)			R	R	R	R
Activated Charcoal		O	O	O	O	O
Acetaminophen (Tylenol)			R	R	R	R
Adenosine (Adenocard)				R	R	R
Albuterol	O	R	R	R	R	R

Notes: <sup>4</sup>Must choose one antiarrhythmic and may only administer via bolus; <sup>5</sup>Must choose only one benzodiazepine for seizures (midazolam preferred); <sup>6</sup>Must have at least one benzodiazepine (midazolam preferred); <sup>7</sup>Must have at least one antiemetic; <sup>8</sup>Must have at least one vasopressor (norepinephrine preferred); <sup>9</sup>Must choose only one narcotic for pain control (fentanyl preferred); <sup>10</sup>Must have at least one narcotic (fentanyl preferred); <sup>11</sup>Must have at least one nonsteroidal anti-inflammatory.

VIII Skill—Medications Approved per Protocol	EMR	EMT	AEMT	INT	PARA	CCP
Amiodarone (Cordarone)				O <sup>4</sup>	R	R
Aspirin	O	R	R	R	R	R
Atropine				R	R	R
Atropine/Pralidoxime Auto-Injectors (For self, crew, or mass causality incidents)	O	O	O	O	O	O
Calcium					R	R
Cimetidine					O	O
Clopidogrel (Plavix)					O	O
Cyanide Antidote Kits					O	O
Dexamethasone (Decadron)					O	O
Dextrose (D50, D25, D10, D5/0.45/LR/NS/W)			R	R	R	R
Diazepam (Valium)				O <sup>5</sup>	O <sup>6</sup>	O <sup>6</sup>
Diltiazem (Cardizem)					O	O
Diphenhydramine (Benadryl)					O	O
Dolasetron (Anzemet)					O <sup>7</sup>	O <sup>7</sup>
Droperidol					O <sup>7</sup>	O <sup>7</sup>
Epinephrine (1:1000)	O	R	R	R	R	R
Epinephrine (1:10,000)				R	R <sup>8</sup>	R <sup>8</sup>
Etomidate (Amidate)					O	O
Famotidine (Pepcid)					O	O
Fentanyl (Sublimaze)				O <sup>9</sup>	O <sup>10</sup>	O <sup>10</sup>
Flumazenil (Romazicon)					O	O
Glucagon		O	O	O	O	O
Glucose	O	R	R	R	R	R

Notes: <sup>4</sup>Must choose one antiarrhythmic and may only administer via bolus; <sup>5</sup>Must choose only one benzodiazepine for seizures (midazolam preferred); <sup>6</sup>Must have at least one benzodiazepine (midazolam preferred); <sup>7</sup>Must have at least one antiemetic; <sup>8</sup>Must have at least one vasopressor (norepinephrine preferred); <sup>9</sup>Must choose only one narcotic for pain control (fentanyl preferred); <sup>10</sup>Must have at least one narcotic (fentanyl preferred); <sup>11</sup>Must have at least one nonsteroidal anti-inflammatory.

VIII Skill—Medications Approved per Protocol	EMR	EMT	AEMT	INT	PARA	CCP
Haloperidol (Haldol)					0	0
Heparin					0	0
Hydralazine					0	0
Hydrocortisone					0	0
Hydromorphone (Dilaudid)					O <sup>10</sup>	O <sup>10</sup>
Hydroxyzine (Vistaril)					0	0
Ibuprofen (Advil)			O <sup>11</sup>	O <sup>11</sup>	O <sup>11</sup>	O <sup>11</sup>
Ipratropium (Atrovent)		0	0	0	0	0
Isopropyl Alcohol	0	0	0	0	0	0
Ketamine (Ketalar)					0	0
Ketorolac (Toradol)			O <sup>11</sup>	O <sup>11</sup>	O <sup>11</sup>	O <sup>11</sup>
Labetalol					0	0
Lactated Ringer's			0	0	0	0
Lidocaine (Xylocaine)				O <sup>4</sup>	R	R
Lorazepam (Ativan)				O <sup>5</sup>	O <sup>6</sup>	O <sup>6</sup>
Magnesium					R	R
Methylprednisolone (Solu-Medrol)					0	0
Metoclopramide (Reglan)					O <sup>7</sup>	O <sup>7</sup>
Metoprolol (Lopressor)					0	0
Midazolam (Versed)				O <sup>5</sup>	O <sup>6</sup>	O <sup>6</sup>

Notes: <sup>4</sup>Must choose one antiarrhythmic and may only administer via bolus; <sup>5</sup>Must choose only one benzodiazepine for seizures (midazolam preferred); <sup>6</sup>Must have at least one benzodiazepine (midazolam preferred); <sup>7</sup>Must have at least one antiemetic; <sup>8</sup>Must have at least one vasopressor (norepinephrine preferred); <sup>9</sup>Must choose only one narcotic for pain control (fentanyl preferred); <sup>10</sup>Must have at least one narcotic (fentanyl preferred); <sup>11</sup>Must have at least one nonsteroidal anti-inflammatory.

VIII Skill—Medications Approved per Protocol	EMR	EMT	AEMT	INT	PARA	CCP
Morphine				O <sup>9</sup>	O <sup>10</sup>	O <sup>10</sup>
Naloxone (Narcan)	O	R	R	R	R	R
Naproxen			O <sup>11</sup>	O <sup>11</sup>	O <sup>11</sup>	O <sup>11</sup>
Nifedipine					O	O
Nitroglycerin (sublingual tablet/spray)			R	R	R	R
Nitroglycerin (drip or paste)					O	O
Nitrous oxide			O	O	O	O
Norepinephrine (Levophed)					O <sup>8</sup>	O <sup>8</sup>
Olanzapine					O	O
Ondansetron (Zofran)				O	O <sup>7</sup>	O <sup>7</sup>
Other Short Acting Beta Agonist for Asthma		O	O	O	O	O
Oxygen	O	R	R	R	R	R
Oxymetazoline (Afrin)		O	O	O	O	O
Oxytocin (Pitocin)					O	O
Pancuronium (Pavulon)					O	O
Phenylephrine					O <sup>8</sup>	O <sup>8</sup>
Pralidoxime (2-PAM)					O	O
Procainamide					O	O
Prochlorperazine (Compazine)					O <sup>7</sup>	O <sup>7</sup>
Promethazine (Phenergan)					O <sup>7</sup>	O <sup>7</sup>

Notes: <sup>4</sup>Must choose one antiarrhythmic and may only administer via bolus; <sup>5</sup>Must choose only one benzodiazepine for seizures (midazolam preferred); <sup>6</sup>Must have at least one benzodiazepine (midazolam preferred); <sup>7</sup>Must have at least one antiemetic; <sup>8</sup>Must have at least one vasopressor (norepinephrine preferred); <sup>9</sup>Must choose only one narcotic for pain control (fentanyl preferred); <sup>10</sup>Must have at least one narcotic (fentanyl preferred); <sup>11</sup>Must have at least one nonsteroidal anti-inflammatory.

<b>VIII. Skill—Medications Approved per Protocol</b>	<b>EMR</b>	<b>EMT</b>	<b>AEMT</b>	<b>INT</b>	<b>PARA</b>	<b>CCP</b>
Proparacaine					0	0
Ranitidine (Zantac)					0	0
Rocuronium (Zemuron)					0	0
Sodium Bicarbonate					R	R
Succinylcholine (Anectine)					0	0
Terbutaline					0	0
Tetracaine					0	0
Ticagrelor (Brilinta)					0	0
Tranexamic Acid (TXA)					0	0
Vasopressin (Pitressin)				0	0	0
Vecuronium (Norcuron)					0	0
Verapamil					0	0
Ziprasidone (Geodon)					0	0

Notes: <sup>4</sup>Must choose one antiarrhythmic and may only administer via bolus; <sup>5</sup>Must choose only one benzodiazepine for seizures (midazolam preferred); <sup>6</sup>Must have at least one benzodiazepine (midazolam preferred); <sup>7</sup>Must have at least one antiemetic; <sup>8</sup>Must have at least one vasopressor (norepinephrine preferred); <sup>9</sup>Must choose only one narcotic for pain control (fentanyl preferred); <sup>10</sup>Must have at least one narcotic (fentanyl preferred); <sup>11</sup>Must have at least one nonsteroidal anti-inflammatory.

### **IX. Skill—Medications Approved Per Protocol (Interfacility Use Only)**

<b>IX. Skill—Medications Approved per Protocol (Interfacility Use Only)</b>	<b>EMR</b>	<b>EMT</b>	<b>AEMT</b>	<b>INT</b>	<b>PARA</b>	<b>CCP</b>
Additional Medications per Service Medical Director Authorization						0
Antimicrobials					0	0
Blood and Blood Products – Initiation					0	0
Blood and Blood Products - Maintenance					0	0
Dopamine					0	0
Furosemide (Lasix)					0	0
Nicardipine					0	0
Tissue Plasminogen Activator (tPA)					0	0



**COMMITTEE OF THE WHOLE**

**ITEM NUMBER 5F**

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**DATE:** May 5, 2020

**SUBJECT:** RESOLUTION 5010(6) - To Terminate and Withdraw from the Wisconsin Service Award Program for the Burlington Rescue Squad, Inc.

**SUBMITTED BY:** Carina Walters, City Administrator

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**BACKGROUND/HISTORY:**

The Service Award Program (SAP) was created by the State of Wisconsin to provide a small financial incentive, in the way of a retirement stipend, to encourage rescue squad volunteers to remain volunteers for many years in their communities. Participating municipalities make an annual contribution for each member.

In 2008, the City began participation with the SAP program to provide the volunteer E.M.T.s with Burlington Rescue Squad (BRS) retirement benefits. On January 1, 2020, BRS effectively dissolved. As BRS is no longer providing volunteer E.M.T.s which has been assumed by the City of Burlington Fire Department, the City of Burlington must withdraw as the sponsor for BRS in the State of Wisconsin Service Award Program.

**BUDGET/FISCAL IMPACT:**

As Burlington Rescue Squad, Inc. was self funded, no City dollars will contribute to the SAP.

**RECOMMENDATION:**

Staff recommends approval of this resolution to withdraw as the sponsor for BRS with the Service Award Program.

**TIMING/IMPLEMENTATION:**

This item is for discussion at the May 5, 2020 Committee of the Whole meeting, and is scheduled for final consideration at the May 19, 2020 Common Council meeting.

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**Attachments**

Res 5010(6) Termination of Service Award\_EMS

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**A RESOLUTION TO TERMINATE THE WISCONSIN  
SERVICE AWARD PROGRAM FOR THE BURLINGTON RESCUE SQUAD, INC.**

**WHEREAS**, the City of Burlington was serviced for over 70 years by the Burlington Rescue Squad, Inc. (BRS) a 501c3 volunteer Rescue Squad and thus utilized the services of the volunteer Emergency Medical Technicians (E.M.T.s hereinafter); and,

**WHEREAS**, the State of Wisconsin (State) and the Volunteer Firefighter and Emergency Medical Technician Service Award Board (Board) have designed a Service Award Program (Program), which allows private vendors to offer plans that provide benefits to volunteer firefighters and emergency medical technicians that render fire fighting and emergency medical services to a municipality that participates in the Program; and,

**WHEREAS**, the City of Burlington wishes to discontinue the Length of Service Award (LOSA) Program to the members of BRS due to the termination of BRS services effective January 1, 2020.

**WHEREAS**, BRS is no longer providing volunteer E.M.T.s which has been assumed by the City of Burlington Fire Department. As a result of the termination of the BRS services, the City of Burlington no longer is the appropriate sponsor for BRS for the LOSA program.

**NOW, THEREFORE, BE IT RESOLVED**, by the Common Council of the City of Burlington, Racine County, State of Wisconsin that the City of Burlington, (for the reasons above), hereby withdraws as the sponsor for BRS in the State of Wisconsin Service Award Program for the benefit of the E.M.T.s of the Burlington Rescue Squad.

Introduced: May 5, 2020  
Adopted:

\_\_\_\_\_  
Jeannie Hefty, Mayor

Attest:

\_\_\_\_\_  
Diahn Halbach, Clerk



**DATE:** May 5, 2020

**SUBJECT: ORDINANCE 2058(1)** - To consider approval of a Rezone Map Amendment request at 2457 Browns Lake Drive from I-1 District to Rm-2 District.

**SUBMITTED BY:** Megan Watkins, Assistant City Administrator | Zoning Administrator

**BACKGROUND/HISTORY:**

This item is to consider approving a rezone request from Davel Engineering & Environmental on behalf of the Franciscan Friars Assumption Blessed Virgin Mary Province for property at 2457 Browns Lake Drive. The applicant is requesting to rezone all of Lot 2 from I-1, Institutional District and Rm-3, Low Density Residential District to Rm-2, Multiple-Family Residential District. The property is currently one large parcel and multiple zoning districts – “B-1 neighborhood Business District”, “I-1 Institutional District”, “Rm-3 Low-Density Multiple-Family Residential District”, and “FC Floodplain Conservancy”.

The owners and users of the property, Franciscan Friars Assumption Blessed Virgin Mary Province, are looking to subdivide and recalibrate the zoning of the parcel for greater flexibility of use, future development, and ownership of Lots 1, 2, and 3. The proposed zoning is compliant with “A Multi-Jurisdictional Comprehensive Plan for Racine County: 2035”.

Proposed lots and current utilization of the parcels:

- Lot 1 – Francis Meadows Senior Apartments (Rm-2)
- Lot 2 – Queen of Peace Friary (Rm-2)
- Lot 3 – Franciscan Friars ABVM – Saint Francis Meadows Monastery site (split zoned as Rm-3, B-1, I-1, FC [Floodplain Conservancy to be treated as Floodway])

The Plan Commission recommended approval of this rezone request at their April 14, 2020 meeting.

**BUDGET/FISCAL IMPACT:**

N/A

**RECOMMENDATION:**

Staff recommends approval of this rezone map amendment.

**TIMING/IMPLEMENTATION:**

This item is for discussion at the May 5, 2020 Committee of the Whole meeting, and is scheduled for final consideration at Common Council meeting the same evening.

**Attachments**

Ord 2058(1) Rezone 2457 Browns Lake Drive  
Rezone Exhibits

**AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP BY REZONING 2457 BROWNS LAKE DRIVE (ALL OF LOT 2) FROM I-1, INSTITUTIONAL DISTRICT TO RM-2, MULTIPLE-FAMILY RESIDENTIAL DISTRICT**

**WHEREAS**, Scott Andersen, applicant, requests property located at 2457 Browns Lake Drive, as described in Attachment “A” to be rezoned to Rm-2, Multiple-Family Residential, in order to use the property for multi-family; and,

**WHEREAS**, this request was heard at, and recommended for approval by the Plan Commission at their March 10, 2020 meeting; and,

**WHEREAS**, a public hearing was held regarding this matter at the Common Council’s March 17, 2020 meeting.

**NOW THEREFORE BE IT ORDAINED** that the Common Council of the City of Burlington, Racine County and Walworth County, State of Wisconsin does as follows:

**Section 1.** The district map of the City of Burlington, as it is incorporated by reference and made part of the City Zoning Ordinance, is hereby amended and changed in relation to the zoning classification of land more particularly described as follows:

<b>Owner:</b>	Brian Bangart
<b>Applicant:</b>	Scott Andersen
<b>Location of Request:</b>	2457 Browns Lake Drive
<b>Existing Zoning:</b>	I-1, Institutional District
<b>Proposed Zoning:</b>	RM-2, Multiple-Family Residential District
<b>Proposed Use:</b>	To use the property for multi-family

**Section 2.** The district map in all other respects shall remain the same.

**NOW THEREFORE BE IT FURTHER ORDAINED** that the City Clerk shall provide a copy of this ordinance to Planning and Development Director, Julie Anderson, of Racine County Planning and Development, located at 14200 Washington Ave., Sturtevant, WI 53177.

Introduced: May 5, 2020  
Adopted:

\_\_\_\_\_  
Jeannie Hefty, Mayor

Attest:

\_\_\_\_\_  
Diahn Halbach, City Clerk



**Building & Zoning Department**  
300 N. Pine Street, Burlington, WI, 53105  
(262) 342-1163 – (262) 763-3474 fax  
www.burlington-wi.gov

For Office Use Only	
Petition No.	_____
Date Filed	_____
Date Received (\$500)	_____
Zoning Administrator	_____
	(initials)

**ZONING FORM NO. 2**  
**PETITION FOR REZONING MAP AMENDMENT**

TO THE COMMON COUNCIL OF THE CITY OF BURLINGTON, WISCONSIN:

I, the undersigned, being owner/owner’s agent of all the area herein described, hereby petition the Common Council of the City of Burlington, Wisconsin, to rezone and make appropriate a zoning map amendment to the following described property from I-1 and RM-3 District to RM-2 District:

Address of Property: 2457 Browns Lake Drive Acres: SEE ATTACHED PAGES

Legal Description of Property (attach additional sheets if needed): \_\_\_\_\_

~~SEE ATTACHED EXHIBITS AND PROPOSED CERTIFIED SURVEY MAP.~~ \_\_\_\_\_

I have requested this rezoning for the purpose of: Zoning Lot 1 and Lot 2 of the Proposed Certified Survey Map to be all RM-2 Zoning.

Please find the following items attached:

Plot Plan drawn to a scale of one inch equals one hundred (100) feet showing the area to be rezoned, its location, its dimensions, the location and classification of adjacent zoning districts, and the location and existing use of all properties within two hundred (200) feet of the area proposed to be rezoned.

Owners’ Names and Addresses of all properties lying within two hundred (200) feet of the area proposed to be rezoned.

Additional Information required by the Plan Commission or Common Council.

I have certified that all the above statements submitted herewith are true and correct to the best of my knowledge and belief.

**PROPERTY OWNER:**

Name Franciscan Friars Assumption BVM Province Inc (Brian Bangart)

Address 9230 W. Highland Park Ave.

Franklin                      WI                      53132  
(City)                              (State)                              (Zip)

Telephone No. \_\_\_\_\_

Date 01/24/2020

**OWNER'S AGENT:**

Name Davel Engineering & Environmental Inc (Scott Andersen S-3169)

Address 1164 Province Terrace

Menasha                      WI                      54952  
(City)                              (State)                              (Zip)

Telephone No: 920-560-6569

Date 01/24/2020



More information maybe requested by the Plan Commission and/or Common Council if deemed necessary to properly evaluate your request. The lack of information requested by this form may be sufficient cause to deny the petition. If you have any question regarding the procedure, please contact the Zoning Administrator.

# Proposed Zoning Exhibit

Franciscan Friars Assumption BVM Province, Inc. Property

City of Burlington, Racine County, WI

For: Brian Bangart, CFO

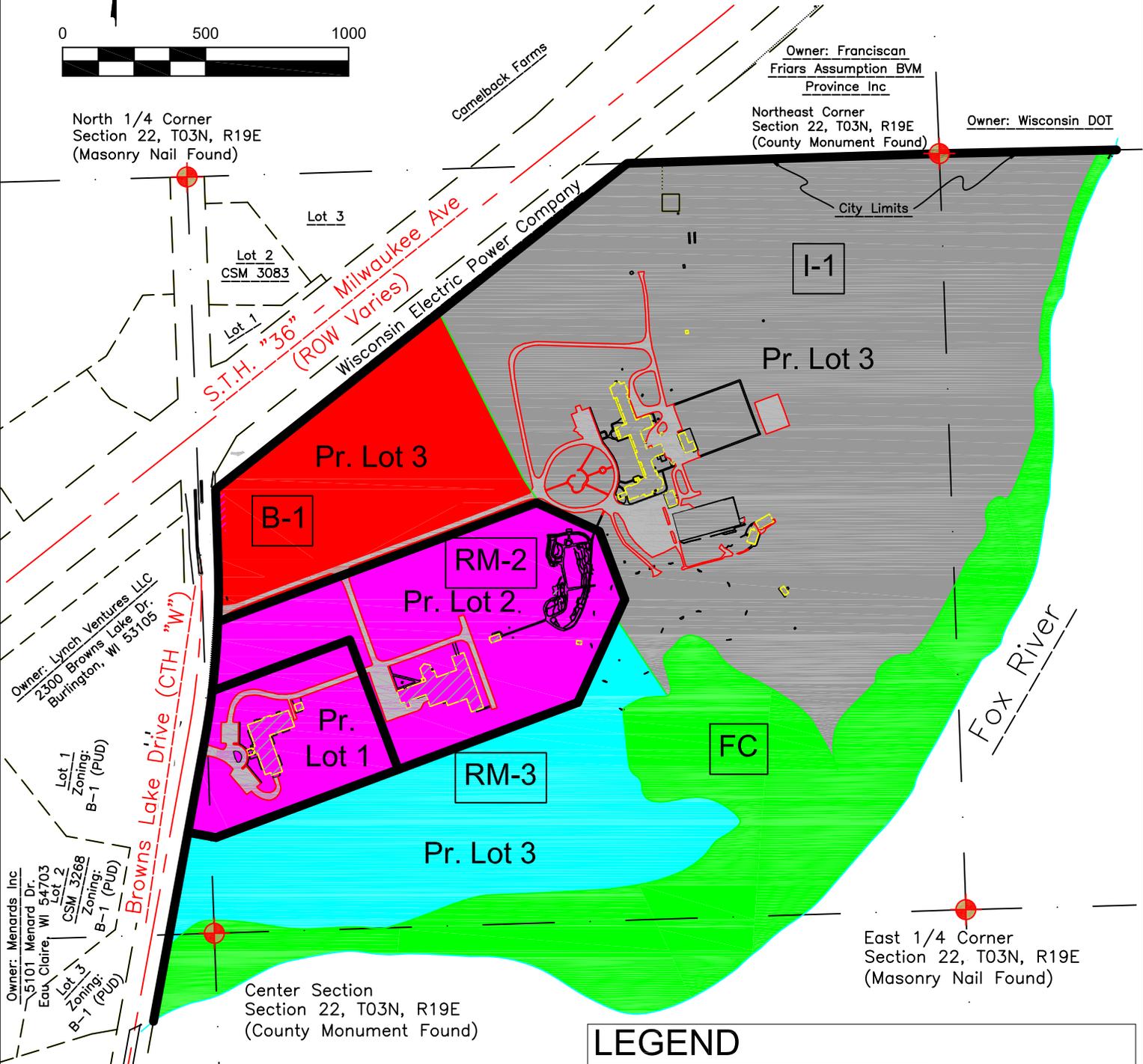


North 1/4 Corner  
Section 22, T03N, R19E  
(Masonry Nail Found)

Owner: Franciscan  
Friars Assumption BVM  
Province Inc

Northeast Corner  
Section 22, T03N, R19E  
(County Monument Found)

Owner: Wisconsin DOT



East 1/4 Corner  
Section 22, T03N, R19E  
(Masonry Nail Found)

Center Section  
Section 22, T03N, R19E  
(County Monument Found)

## LEGEND

- Government Corner
- Existing Building
- Asphalt Pavement
- B-1 Neighborhood Business District
- RM-2 Multiple Family Residential District
- RM-3 Low Density Multiple Family Residential District
- I-1 Institutional District
- FC Floodplain Conservancy to be treated as FW (Floodway)



**DAVEL ENGINEERING & ENVIRONMENTAL, INC.**  
Civil Engineers and Land Surveyors

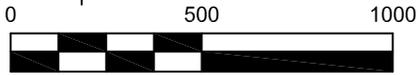
1164 Province Terrace, Menasha, WI 54952  
Ph: 920-991-1866 Fax: 920-441-0804  
www.davel.pro

# Existing Zoning Exhibit

Franciscan Friars Assumption BVM Province, Inc. Property

City of Burlington, Racine County, WI

For: Brian Bangart, CFO

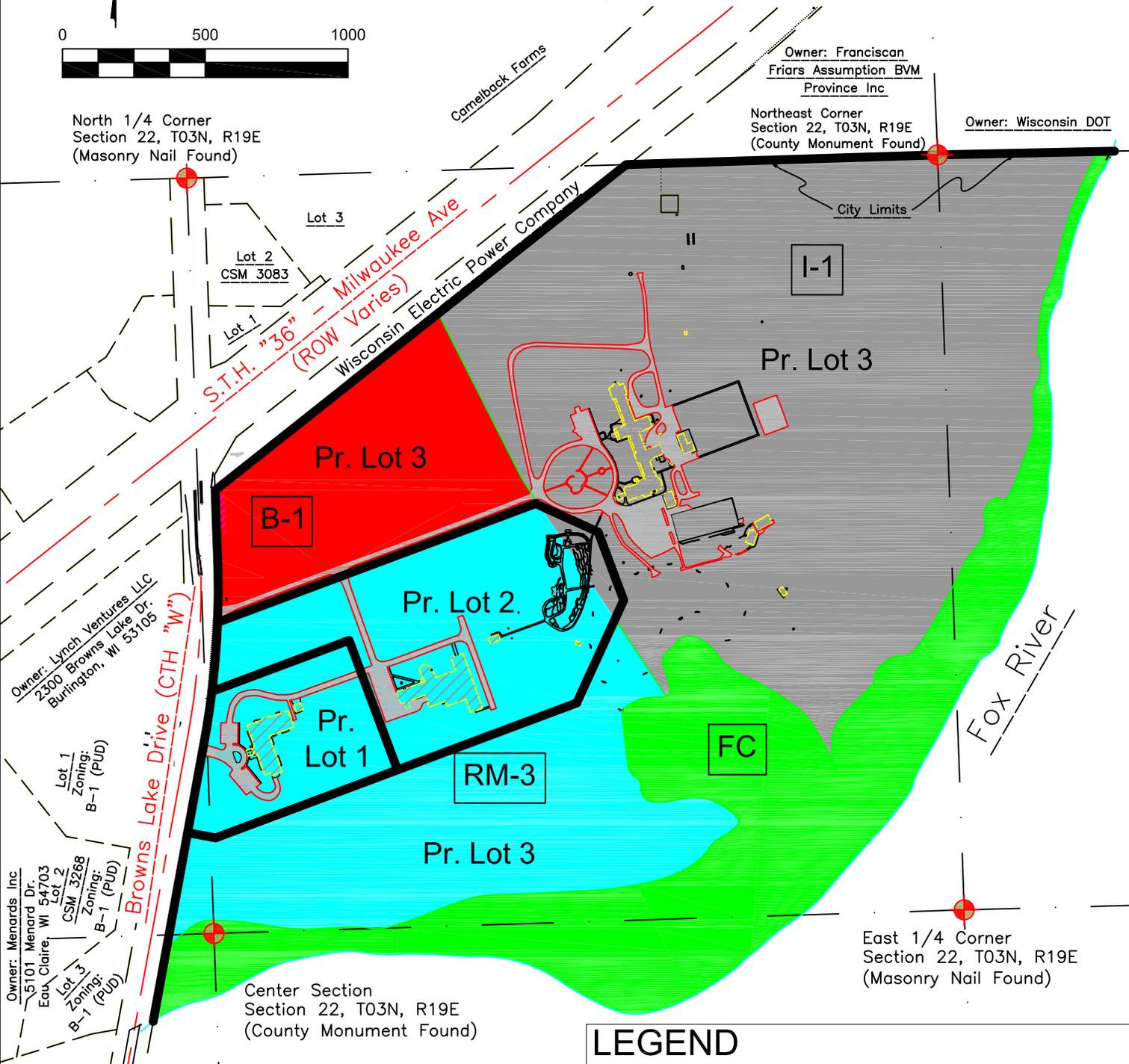


North 1/4 Corner  
Section 22, T03N, R19E  
(Masonry Nail Found)

Owner: Franciscan  
Friars Assumption BVM  
Province Inc

Northeast Corner  
Section 22, T03N, R19E  
(County Monument Found)

Owner: Wisconsin DOT



Owner: Lynch Ventures LLC  
2300 Browns Lake Dr.  
Burlington, WI 53105

Lot 1  
Zoning: B-1 (PUD)

Owner: Menards Inc.  
5101 Menard Dr.  
Eau Claire, WI 54703

Lot 2  
CSM 3268  
Zoning: B-1 (PUD)

Lot 3  
Zoning: B-1 (PUD)

Center Section  
Section 22, T03N, R19E  
(County Monument Found)

East 1/4 Corner  
Section 22, T03N, R19E  
(Masonry Nail Found)

## LEGEND

- Government Corner
- Existing Building
- Asphalt Pavement
- B-1 Neighborhood Business District
- RM-2 Multiple Family Residential District
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**DAVEL ENGINEERING & ENVIRONMENTAL, INC.**  
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Ph: 920-991-1866 Fax: 920-441-0804  
www.davel.pro



DATE: May 5, 2020

SUBJECT: **MOTION 20-965** - To approve the 2019 Housing Affordability Report.

SUBMITTED BY: Megan Watkins, Assistant City Administrator | Zoning Administrator

**BACKGROUND/HISTORY:**

In 2018, Wisconsin Legislature enacted 2017 Wisconsin Act 243 that created two new reporting mandates that municipalities over 10,000 in population must comply with by January 1, 2020. The reports, a Housing Affordability Report and a New Housing Fee Report, must then be updated annually no later than January 31.

**Housing Affordability Report**

Section 66.10013 of the Wisconsin Statutes sets forth the requirements for housing affordability reports. The Statutes require municipalities to report on development activity and analyze the impact of their residential development regulations on the cost of developing new housing. The report shall contain all the following:

- The number of subdivision plats, certified survey maps, condominium plats, and building permit applications approved in the prior year.
- The total number of new residential dwelling units proposed in all subdivision plats, certified survey maps, condominium plats, and building permit applications that were approved by the municipality in the prior year.
- A list and map of undeveloped parcels in the municipality that are zoned for residential development.
- A list of all undeveloped parcels in the municipality that are suitable for, but not zoned for, residential development, including vacant sites and sites that have potential for redevelopment, and a description of the zoning requirements and availability of public facilities and services for each property.
- An analysis of the municipality's residential development regulations, such as land use controls, site improvement requirements, fees and land dedication requirements, and permit procedures. The analysis shall calculate the financial impact that each regulation has on the cost of each new subdivision. The analysis shall identify ways in which the municipality can modify its construction and development regulations, lot sizes, approval processes, and related fees to do each of the following:
  1. Meet existing and forecasted housing demand.
  2. Reduce the time and cost necessary to approve and develop a new residential subdivision in the municipality by 20 percent.

Section 66.10013 of the Statutes further requires the City to post the report on a dedicated webpage titled “Housing Affordability Analysis.”

Southeastern Wisconsin Regional Planning Commission (SEWRPC) provided the City with assistance with preparing housing affordability report, which included analyzing Burlington’s residential development regulations, such as land use controls, site improvement requirements, fees and land dedication requirements, and permit procedures.

The Plan Commission discussed the Affordability Report at its February 11, 2020 meeting and with suggested modifications to the report that is before you.

**BUDGET/FISCAL IMPACT:**

N/A

**RECOMMENDATION:**

Staff recommends approval of the Housing Affordability Report.

**TIMING/IMPLEMENTATION:**

This item is for discussion at the May 5, 2020 Committee of the Whole meeting, and is scheduled for final consideration at the Common Council meeting the same night.

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**Attachments**

Housing Affordability Report

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# **CITY OF BURLINGTON HOUSING AFFORDABILITY REPORT: 2019**

**REVISED DRAFT  
May 2020**

## **RACINE COUNTY WALWORTH COUNTY WISCONSIN**

# Chapter 1

## Introduction

### 1.1 PURPOSE OF THE REPORT

In 2018, the Wisconsin Legislature enacted legislation that requires cities and villages with populations of 10,000 people or more to prepare a housing affordability report. Per Section 66.10013 of the *Wisconsin Statutes*, the report needs to include data regarding development activity in the municipality and an analysis of the how the municipality's land use regulations impact the cost of housing. The report needs to be posted on the municipality's website and updated annually no later than January 31. The City of Burlington, with a population of over 10,600, is required to prepare, post, and update a report per the *Statute*.

The housing affordability report relates to the implementation of the housing element of a municipality's comprehensive plan. Wisconsin's comprehensive planning law, set forth in Section 66.1001 of *Wisconsin Statutes*, requires cities, villages, towns, and counties that engage in land use regulation to adopt a comprehensive plan with nine elements, including a housing element. The comprehensive planning law requires the housing element to include a compilation of goals, objectives, policies, and programs intended to provide an adequate housing supply that meets the community's existing and forecasted housing demand. This includes policies and programs that promote the development of a range of housing choices for people of all income levels, age groups, and needs. The comprehensive planning law also requires the housing element to include a wide range of data regarding the community's housing stock.

As part of assessing the housing element implementation, Section 66.10013 of the *Statutes* requires the affordability report to include the following data:

- The number of subdivision plats, certified survey maps (CSM), condominium plats, and building permit applications approved in the prior year
- The total number of new residential dwellings units proposed in all subdivision plats, CSMs, condominium plats, and building permit applications approved in the prior year
- A list and map of undeveloped parcels that are zoned for residential development
- A list of all undeveloped parcels that are suitable for, but not zoned for, residential development, including vacant sites and sites that have the potential for redevelopment

The *Statute* also requires the affordability report to include an analysis of the City's residential development regulations, such as land use controls, site improvement requirements, fees and land dedication

requirements, and permit procedures. The analysis needs to assess the financial impact the regulations have on the cost of developing a new residential subdivision. The analysis also needs to identify ways the City can modify its construction and development regulations, approval processes, and related fees to meet existing and forecasted housing demand and reduce the time and cost necessary to approve and develop a new subdivision by 20 percent.

The City has requested the Southeastern Wisconsin Regional Planning Commission (SEWRPC) to assist with the analyses required by the *Statute*. Regional housing plan<sup>1</sup> recommendations were used as the basis of the required analyses, where applicable. In addition to the analyses required by the *Statute*, SEWRPC staff also conducted an analysis of the City's residential development regulations as they relate to the development of multifamily housing. Regional housing plan recommendations were also used as the basis for the multifamily housing analysis. In addition, SEWRPC provided household and employment forecasts and analyses from the regional housing plan (such as the regional job/housing balance analysis) to assist with determining existing and forecast housing demand.

## **1.2 COMMUNITY OVERVIEW**

The City of Burlington is located in Racine County along the Fox and White Rivers. As noted on the City's website, over 300 hundred businesses are located in Burlington, including large industrial businesses, outlying shopping centers with big box stores, and the many retail and service businesses in the City's downtown.

The historic downtown is considered the heart of the City. The walkable downtown is filled with visitors, residents, students, and professionals who create a positive energy and make the downtown a sought-after location for young professionals and families to live and work. The City is also home to significant open space and recreational areas, which are highlighted by the Riverwalk where visitors and residents can walk or bike along the Fox River.

In addition, Burlington offers opportunities for business growth because of its convenient location between Milwaukee and Chicago and its array of highway and rail options for transporting goods and services to a broad base of clientele. The City includes a mix of residential uses with significant areas of commercial and

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<sup>1</sup> *The regional housing plan is documented in SEWRPC Planning Report No. 54, A Regional Housing Plan for Southeastern Wisconsin: 2035, March 2013.*

industrial development. The City includes a major economic activity center identified in VISION 2050, the regional land use and transportation plan,<sup>2</sup> which is envisioned to have more than 3,500 jobs in the future. This future regional economic center is comprised largely of two major business parks that span more than 150 acres, the Burlington Industrial Park and the Burlington Manufacturing and Office Park. Business growth may be further fueled by the educational opportunities offered by Gateway Technical College's Burlington Center and Health and Emergency Response Occupations (HERO) Center.

These characteristics have established the City as the commercial hub for Western Racine County and positioned the City for future economic and residential growth.

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<sup>2</sup> *VISION 2050 is documented in SEWRPC Planning Report No. 55, A Regional Land Use and Transportation Plan for Southeastern Wisconsin, July 2016.*

## **Chapter 2**

### **Existing and Forecast Housing Demand**

Note: Maps and tables are presented at the end of the Chapter.

#### **2.1 INTRODUCTION**

This chapter presents information used to determine existing and forecast housing demand in the City of Burlington. Key information presented in this Chapter includes development activity that has occurred in the City during the past year, areas of the City that have potential for residential development or redevelopment, existing population and household data, and household and employment forecasts. This chapter also includes a discussion of the impacts the City's land use regulations may have on meeting housing demand.

#### **2.2 DEVELOPMENT ACTIVITY**

Section 66.10013 of the *Wisconsin Statutes* requires that housing affordability reports present information regarding development activity in the municipality during the previous year. To meet this requirement, this section presents information from the last year regarding the number of subdivision plats, certified survey maps, condominium plats, and building permits approved by the City and the number of proposed housing units that could result from these approvals.

##### **Subdivision Plats**

There was one preliminary plat approved by the City during the last year, the Glen at Stonegate, Addition 2. There are 30 single-family homes proposed for the subdivision.

##### **Certified Survey Maps**

There was one residential certified survey map (CSM) approved by the City during the last year, located at 1088 Hidden Creek Lane. The CSM has resulted in the development of eight condominium units.

##### **Condominium Plats**

There were no condominium plats approved by the City during the last year.

## **Building Permits**

There were 442 residential building permits approved by the City during the last year. Those permits resulted in the construction of 19 single-family homes, 0 two-family dwelling units, and one multifamily building with eight dwelling units.

## **2.3 DEVELOPMENT POTENTIAL**

Section 66.10013 of the *Statutes* also requires that housing affordability reports present information regarding development potential in the municipality. To meet this requirement, this section presents information regarding undeveloped parcels zoned for residential development, undeveloped parcels not zoned for residential development, and potential residential redevelopment sites. All development sites within the City have the potential to be served with urban services such as public sanitary sewer service and water supply service.

### **Undeveloped Parcels Zoned for Residential Development**

Undeveloped parcels zoned for residential development in the City are listed in Table 2.1 and shown on Map 2.1. Twenty-five of the undeveloped residential zoned parcels are zoned Rd-2 Two-family Residence District, and almost all of them are part of a proposed condominium development located on Springbrook Drive. Two parcels are zoned Rm-1 Multiple-Family Residence District (maximum density of 12.4 units per net acre) and two parcels are zoned Rm-2 Multiple-Family Residence District (maximum density of 17.4 units per net acre). Another parcel is zoned Rm-4 Multiple-Family Residence District, which is intended to allow multifamily planned unit development at a maximum density of 75 dwelling units per net acre. The Rm-4 District is intended to be used in conjunction with the PUD Planned Unit Development Overlay District.

There are also 62 vacant parcels located in the City that are zoned for single-family residential development. They include parcels zoned Rs-1 Single-Family Residence District (14,000 square foot minimum lot size), Rs-2 Single-Family Residence District (11,000 square foot minimum lot size), and Rs-3 Single-Family Residence District (8,000 square foot minimum lot size).

### **Undeveloped Parcels Not Zoned for Residential Development**

There are a total of 39 undeveloped parcels not zoned for residential development in the City. The parcels are listed in Table 2.2 and shown on Map 2.2. Table 2.2 includes the zoning of each parcel and notes regarding development proposals and characteristics of the parcels.

## Potential Residential Redevelopment Sites

There are a total of 30 potential residential redevelopment sites within Burlington that have been identified by the City, which are listed in Table 2.3 and shown on Map 2.3. Two of the sites are zoned for multifamily residential. One of these is a 25 acre site that is currently for sale. The other site is a facility operated by the Burlington Housing Authority and is not currently for sale.

## 2.4 EXISTING DEMAND

This section includes information regarding the City's population and households to provide insight into the housing needs of the City's current residents. The information presented in this section is largely based on 2013-2017 American Community Survey (ACS)<sup>1</sup> data from the U.S. Census Bureau.

Burlington has a population of 10,652 according the 2013-2017 ACS, and an estimated 2019 population of 10,925 according to the Wisconsin Department of Administration. The 2013-2017 ACS also reports that the City has 4,498 households. Some key characteristics of the City's population that should be considered in determining the existing demand for housing in the City include age distribution, household type, and occupation.

Table 2.4 presents the current age distribution of the City's population. About 15 percent of the City's population is age 65 and above, which is about the same as Racine County, the Region, and the State. Smaller single-family homes and multifamily units may be best suited for the City's aging households because they require less maintenance. In addition, Federal and State fair housing laws require most multifamily units constructed after the early 1990s to include basic accessibility features. This may be particularly beneficial for City residents age 65 and over because the likelihood of having a mobility related disability increases as a person ages.

Table 2.5 presents information on household type in the City. The percentage of family households with children present is about the same as Racine County and slightly higher than that of the Region or State. In addition, the high percentage of the population under the age of five suggests that the City is home to a significant number of households with young children. Single-family homes and multifamily housing units

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<sup>1</sup> *The ACS is intended to be a nationwide, continuous survey designed to provide communities with a broad range of timely demographic, housing, social, and economic data; however, the data may have a relatively large margin of error due to limited sample size.*

with three or more bedrooms may be best suited for growing households, particularly those with multiple children present.

The occupations of city residents, presented in Table 2.6, is another important consideration regarding existing housing demand in the City. Table 2.6 shows that the Sales and Office; Production, Transportation, and Material Moving; and Management, Business, and Financial occupation sectors are the three largest among City residents. The Management, Business, and Financial occupations tend to have high wages and the Sales and Office and Production, Transportation, and Material Moving occupations tend to have more moderate wages. There are also a significant number of workers in other higher-wage occupations, such as Computer, Engineering, and Science, and lower-wage occupations, such as Food Preparation and Serving. In addition, the City has a significant amount of existing industrial and commercial development, which may impact housing demand.

Based on the preceding information, it appears that a full spectrum of housing types and sizes would best meet the housing demands of the City's existing residents. City residents in high wage occupations and growing families may create a demand for larger homes on larger lots that provide privacy and space for family recreation, and the City's aging population and lower-wage workers may benefit from multifamily housing or smaller single-family homes that tend to be more affordable and require less upkeep.

ACS data regarding existing housing units shows that the City already has a wide range of housing types that may help to meet the varying housing needs of City residents. About 63 percent of the existing housing units in the City are single-family, about 9 percent are two-family, and about 28 percent are in multifamily buildings. Many of the owner-occupied units in the City are valued between \$100,000 and \$300,000 and monthly costs for homeowners with a mortgage tend to be between \$1,000 and \$2,000. There are a wide variety of rental units in the City as well, with rents typically falling between \$500 to \$999 a month or \$1,000 to \$1,500 a month.

While there is a wide variety of existing housing types in the City, vacancy rates for both homeowner units and rental units tend to be low, which suggests there is a strong demand for housing in the City. The data presented in Section 2.3 shows that there is the potential for the development/redevelopment of a wide range of housing types and sizes in the City, which could help meet the existing demand.

There are a number of undeveloped parcels that are already zoned for single-family or multifamily residential development. Parcels zoned for multifamily development could provide housing that is well

suited to the City's aging population, and could also provide a source of workforce housing. The parcels zoned Rs-3 (8,000 square foot minimum lot size) could also provide smaller single-family housing that may require less upkeep and may be affordable to a wider range of households. The parcels zoned Rs-1 and Rs-2 (larger minimum lot sizes) may support new housing for the City's growing families that desire larger homes and more private open space. In addition, there are a number of undeveloped parcels that could be rezoned for a variety residential development types and a number of residential redevelopment opportunities that can help the City accommodate a full spectrum of housing choices.

## **2.5 FORECAST DEMAND**

This section discusses Burlington's forecast housing demand based on the household and employment forecasts developed for the Racine County Multi-Jurisdictional Comprehensive Plan; forecasts developed by SEWRPC for the regional land use and transportation plan (VISION 2050); population characteristics presented in Section 2.4; and the job/housing balance analysis prepared by SEWRPC for the regional housing plan.

### **Household and Employment Forecasts**

As discussed under the Section 2.3, there is significant development/redevelopment potential in the City of Burlington. This is reflected in the year 2035 household and employment forecasts developed for the Racine County Multi-Jurisdictional Comprehensive Plan and the forecasts developed for VISION 2050, which was adopted by SEWRPC in 2016.

Long-range planning efforts, such as the comprehensive plan and VISION 2050, require forecasts of future conditions that affect plan design and implementation. Under the comprehensive planning effort, two alternative sets of inter-related population, household, and employment projections were presented to the City for consideration for use in preparing the City's components of the multi-jurisdictional comprehensive plan (including the City's year 2035 land use plan map). The first was based on the intermediate growth projections from the year 2035 regional land use plan. The second represented an extrapolation of historic trends in the City. The City chose to base its forecasts on the year 2035 regional land use plan, including a population forecast of 11,867 residents, a household forecast of 4,832 households, and an employment forecast of 11,200 jobs. The year 2035 projections assume future growth outside the City's current boundaries through annexation into the City's planned urban service area.

The year 2035 regional land use plan has since been updated by VISION 2050, which includes updated forecast information for the Region. The land use component of VISION 2050 was designed to accommodate the future demand for land in the Region, which primarily depends on future population, household, and employment levels. The transportation component of VISION 2050 was, in turn, designed to accommodate future travel needs associated with the land use component. Therefore, the population, household, and employment forecasts developed for VISION 2050 were critical to long range planning for future land use and transportation in the Region and its communities. Past trends, 2010 Census data, and economic base data were the basis of the forecasts. The forecasts were further refined based on development information from local government plans, such as the City's land use plan map, and input from local officials.

Because the VISION 2050 forecasts were prepared to support systems-level regional planning, they do not align exactly with City boundaries. However, the forecast data can be approximated to the city's boundaries. VISION 2050 forecasts about 711 additional households and 1,264 additional jobs within existing City boundaries through the year 2050. Based on the existing number of housing units and development potential discussed Section 2.3, the additional households could be accommodated in the City through the year 2050.

### **Population and Land Use Characteristics**

The factors discussed under the Existing Demand section are likely to remain valid for the City in the future, although there may be an increased demand for housing suited for an aging population. The aging of the population is a trend that is forecast to continue not only within Southeastern Wisconsin, where the population age 65 and older is expected to increase from 13 percent to 21 percent by 2050, but across the State and the Nation.

The projected job/housing balance analysis prepared for the regional housing plan shows that the City's employers will continue to create demand for housing in the City. The basis of the analysis was local government comprehensive plans, including the City's land use plan map. It should be noted that the projected job/housing balance analysis was conducted at a necessarily general, regionwide scope, which was appropriate for use in developing housing recommendations at a regional level. The regional housing plan recommends that communities identified as having a projected job/housing imbalance conduct a more detailed analysis based on specific conditions in their community as part of a comprehensive plan update.

The regional job/housing balance analysis shows that the City of Burlington is planning for a balance between jobs and housing; however, this is because the regional analysis compares the percentage of lower- and moderate-wage jobs to the percentage of multifamily and modest single-family housing that could be accommodated by a community's comprehensive plan. Percentages were used in the regional analysis because in almost all cases, the number of jobs that could be accommodated exceeds the number of housing units that could be accommodated by local comprehensive plans. Table 2.7 shows that, based on the City's land use plan map, the number of jobs (including higher-wage jobs) that could be accommodated significantly exceeds the planned housing capacity. This suggests that the City's land use plan map is not creating barriers to the development of workforce housing; however, the demand for a full spectrum of housing for the City's workforce could be considered in future comprehensive plan/land use plan map updates.

## **2.6 CONCLUSIONS**

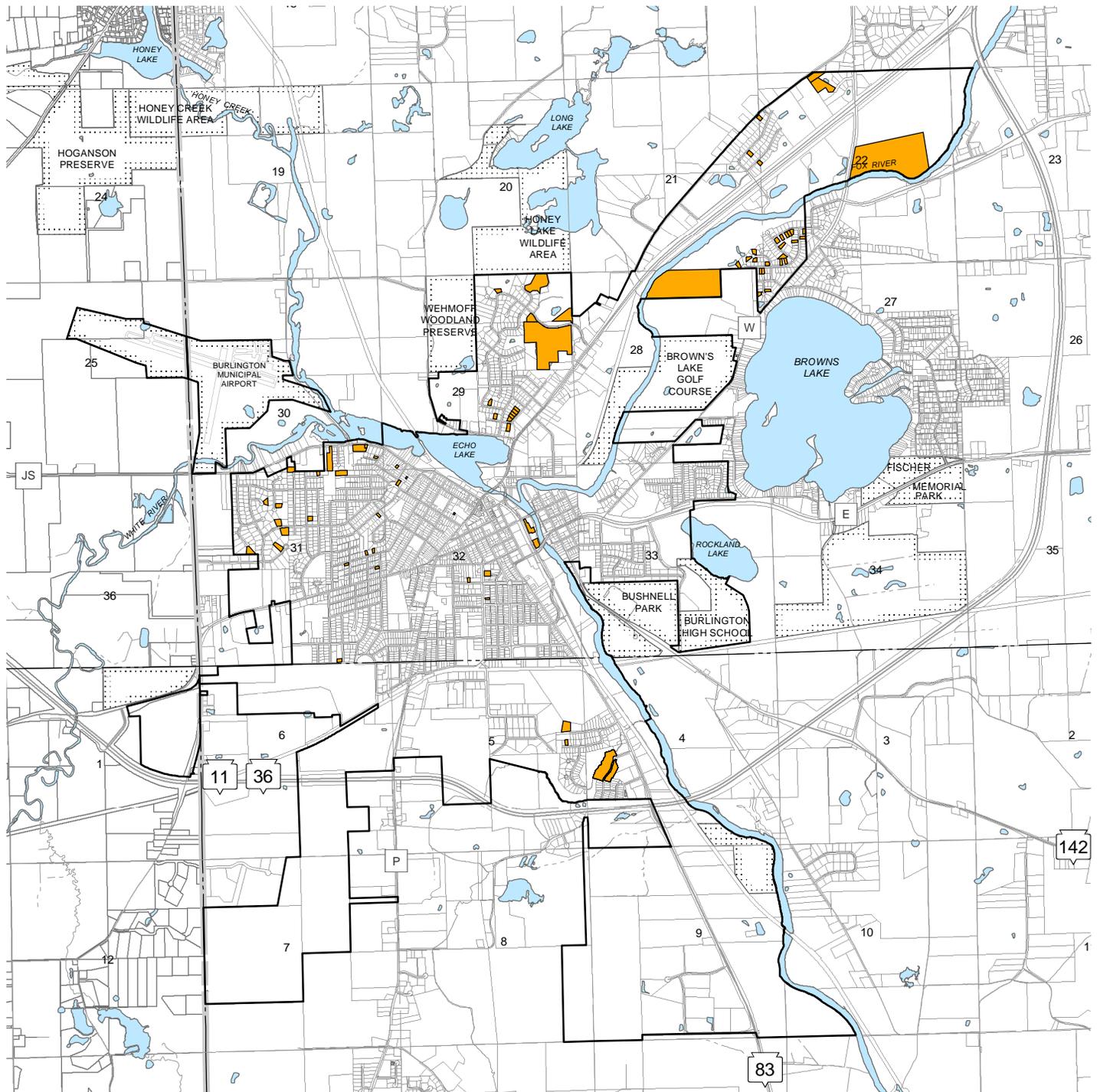
This chapter presents information used to determine existing and forecast housing demand in the City as required by Section 66.10013 of the *Wisconsin Statutes*. This chapter also includes a discussion of the impacts the City's land use regulations may have on meeting housing demand. Key conclusions that can be drawn from the Chapter follow.

- There are significant residential development/redevelopment opportunities within the City that could accommodate a variety of housing types.
- The City has low homeowner and rental housing unit vacancy rates.
- A combination of the City's existing housing stock and parcels with development/redevelopment potential could accommodate the additional 711 households forecast for the City in VISION 2050.
- There is a significant amount of commercial and industrial land located within the City that can support a large number of jobs with a wide range of wages. In addition, current City residents are employed in a wide range of occupations with a wide range of wages. Existing demand and potential commercial and industrial growth could create an increased demand for a full spectrum of housing choices in the City.
- The demand for housing well suited for an aging population may increase in the future.
- The City's land use regulations and land use plan map do not create barriers to workforce housing or accessible housing.

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4/20/20; 2/26/20; 1/15/20; 12/4/19  
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Map 2.1

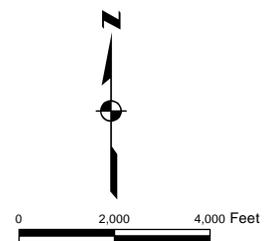
Undeveloped Parcels Zoned for Residential Development in the City of Burlington: 2019



 Undeveloped Parcels Zoned Residential

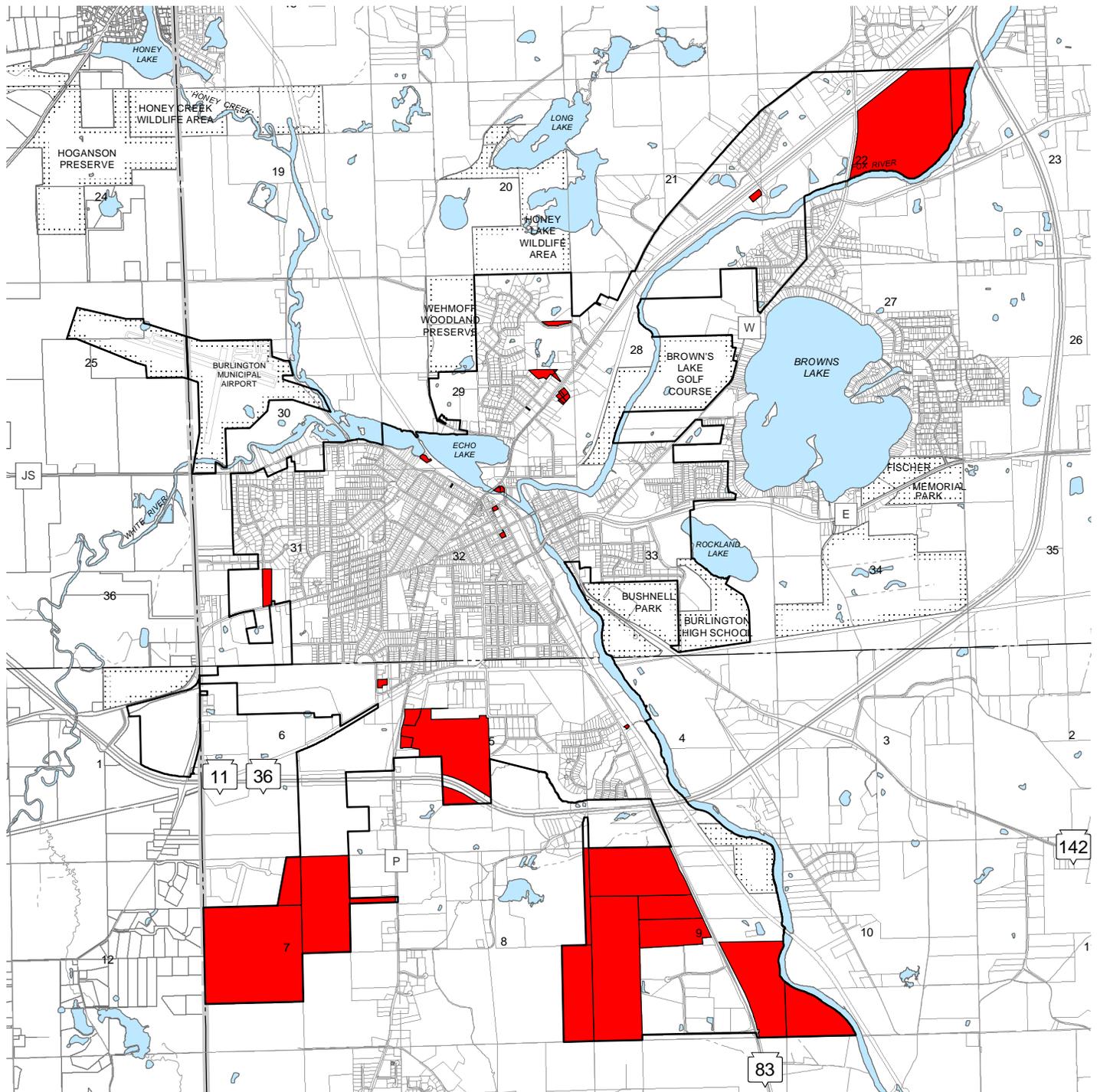
 City of Burlington Boundary

Source: City of Burlington and SEWRPC.



Map 2.2

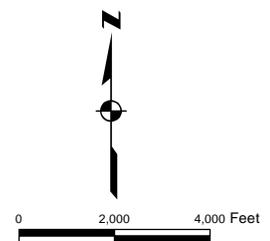
Undeveloped Parcels Not Zoned for Residential Development in the City of Burlington: 2019



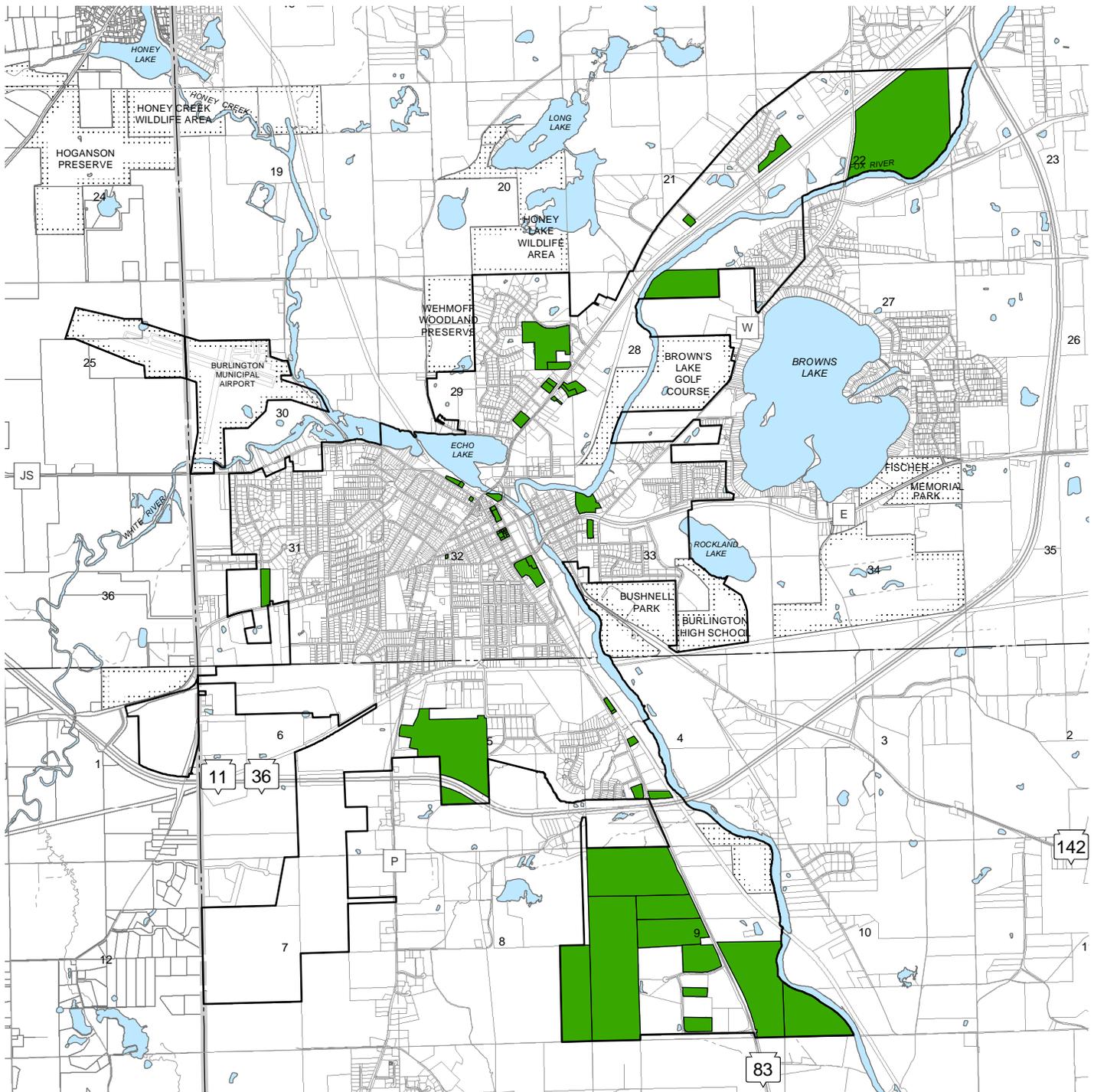
 Undeveloped Parcels Not Zoned Residential

 City of Burlington Boundary

Source: City of Burlington and SEWRPC.



**Map 2.3**  
**Potential Residential Redevelopment Sites in the City of Burlington: 2019**

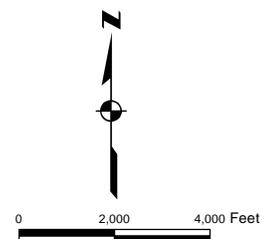


 Potential Residential Redevelopment Site

 City of Burlington Boundary

Note: In some cases multiple parcels could be combined to form one redevelopment site.

Source: City of Burlington and SEWRPC.



**Table 2.1**  
**Undeveloped Parcels Zoned for Residential Development in the**  
**City of Burlington: 2019**

Address	Acreage	Land Assessment (\$)	Zoning District	Notes
1041 Springbrook Drive	5.304 (Shared)	10,500	Rd-2	Future Condos
1043 Springbrook Drive	"	10,500	Rd-2	Future Condos
1049 Springbrook Drive	"	10,500	Rd-2	Future Condos
1051 Springbrook Drive	"	10,500	Rd-2	Future Condos
1056 Springbrook Drive	"	10,500	Rd-2	Future Condos
1057 Springbrook Drive	"	10,500	Rd-2	Future Condos
1058 Springbrook Drive	"	10,500	Rd-2	Future Condos
1059 Springbrook Drive	"	10,500	Rd-2	Future Condos
1064 Springbrook Drive	"	10,500	Rd-2	Future Condos
1065 Springbrook Drive	"	10,500	Rd-2	Future Condos
1066 Springbrook Drive	"	10,500	Rd-2	Future Condos
1067 Springbrook Drive	"	10,500	Rd-2	Future Condos
1072 Springbrook Drive	"	10,500	Rd-2	Future Condos
1073 Springbrook Drive	"	10,500	Rd-2	Future Condos
1074 Springbrook Drive	"	10,500	Rd-2	Future Condos
1075 Springbrook Drive	"	10,500	Rd-2	Future Condos
1080 Springbrook Drive	"	10,500	Rd-2	Future Condos
1081 Springbrook Drive	"	10,500	Rd-2	Future Condos
1082 Springbrook Drive	"	10,500	Rd-2	Future Condos
1083 Springbrook Drive	"	10,500	Rd-2	Future Condos
1089 Springbrook Drive	"	10,500	Rd-2	Future Condos
1091 Springbrook Drive	"	10,500	Rd-2	Future Condos
156 Lewis Street	0.062	500	Rd-2	Parking Lot
417 W. Chestnut Street	0.1232	2,100	Rd-2	No Access
481 Pleasant Avenue	0.1402	12,200	Rd-2	--
416 Falcon Ridge	2.62	192,100	Rm-1	--
Falcon Ridge Drive	1.03	45,300	Rm-1	--
Donald Drive	0.299	29,900	Rm-2	--
Milwaukee Avenue	25.2	212,800	Rm-2/C-1	--
232 Bridge Street	1.032	116,000	Rm-4	Parking Lot
2456 S. Teut Road	0.33	23,400	Rs-1	--
2633 Timber Lane	2.78	300	Rs-1	--
2740 Teut Road	1.46	19,100	Rs-1	--
Peregrine Court	4.84	56,700	Rs-1	--
1217 Olivia Trail	0.2698	21,300	Rs-2	--
1224 Olivia Trail	0.2644	21,100	Rs-2	--
1264 Serena Lane	0.3817	44,900	Rs-2	--
1325 Serena Lane	0.259	37,700	Rs-2	--
1333 Serena Lane	0.2529	37,400	Rs-2	--
1401 Devon Road	0.2835	39,200	Rs-2	--
1401 Isabel Lane	0.3423	42,600	Rs-2	--
1417 Isabel Lane	0.2755	38,700	Rs-2	--
1424 Serena Lane	0.2536	20,800	Rs-2	--
1433 Devon Road	0.2526	37,400	Rs-2	--
1433 Isabel Lane	0.2755	38,700	Rs-2	--
1440 Serena Lane	0.2527	20,800	Rs-2	--

Continued on the following page

**Table 2.1 (Continued)**

<b>Address</b>	<b>Acreage</b>	<b>Land Assessment (\$)</b>	<b>Zoning District</b>	<b>Notes</b>
1441 Isabel Lane	0.2751	38,700	Rs-2	--
1448 Devon Road	0.3519	48,000	Rs-2	--
1449 Devon Road	0.3259	41,700	Rs-2	--
1449 Isabel Lane	0.2914	39,600	Rs-2	--
1473 Isabel Lane	0.2529	37,400	Rs-2	--
1509 Barbara Street	0.4488	48,900	Rs-2	--
1532 Barbara Street	0.356	43,400	Rs-2	--
1548 Serena Lane	0.2732	38,600	Rs-2	--
1565 Serena Lane	0.2646	38,100	Rs-2	--
2124 Ravenswood	0.2959	22,200	Rs-2	--
2124 Stonegate Road	0.3604	24,300	Rs-2	--
256 Karyl Street	0.34	12,300	Rs-2	--
265 Shenandoah Court	0.7918	38,400	Rs-2	--
332 Robins Run	0.373	23,100	Rs-2	--
356 Dunford Drive	1.49	46,700	Rs-2	--
360 Pickett Court	0.4552	27,400	Rs-2	--
362 Dale Drive	0.2744	21,500	Rs-2	--
449 Highridge Road	0.6798	29,600	Rs-2	--
709 Oak Street	0.9902	44,800	Rs-2	--
716 Oak Street	0.6885	35,000	Rs-2	--
724 Shiloh Court	0.7251	36,200	Rs-2	--
832 Chantilly Court	0.412	26,000	Rs-2	--
2457 Browns Lake Drive	--	--	--	--
Browns Lake Drive	32.05	28,400	Rs-2	--
Lewis Street	0.2465	20,400	Rs-2	--
W. Chestnut Street	1.964	39,700	Rs-2	--
132 Chandler Boulevard	0.2086	18,200	Rs-3	--
101 E. State Street	0.5921	27,900	Rs-3	--
108 Hillcrest Drive	0.2927	21,400	Rs-3	--
125 N. Elmwood Avenue	0.1718	15,000	Rs-3	--
132 Midwood Drive	0.3274	22,100	Rs-3	--
208 Midwood Drive	0.4797	25,400	Rs-3	--
240 S. Kane Street	0.1517	13,200	Rs-3	--
408 James Street	0.3031	10,800	Rs-3	Narrow Lot
419 Park Avenue	0.1988	17,300	Rs-3	--
424 James Street	0.052	100	Rs-3	No Access
509 Walnut Street	0.172	15,000	Rs-3	--
533 W. Chestnut Street	0.1361	11,900	Rs-3	--
537 W. Chestnut Street	1.45	38,100	Rs-3	Steep Hill
554 Lewis Street	0.9989	36,800	Rs-3	--
801 Midwood Drive	0.2993	4,900	Rs-3	Gravel Road Access
809 Midwood Drive	0.2628	4,300	Rs-3	Gravel Road Access
817 Midwood Drive	0.2908	4,800	Rs-3	Gravel Road Access
825 Midwood Drive	0.3067	5,100	Rs-3	Gravel Road Access
833 Midwood Drive	0.3226	5,300	Rs-3	Gravel Road Access
Walnut Street	0.1861	16,200	Rs-3	--
Walnut Street	0.1914	16,700	Rs-3	--

Source: City of Burlington and SEWRPC

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 BRM/RLR  
 2/27/20; 1/15/20; 11/20/19

**Table 2.2**  
**Undeveloped Parcels Not Zoned for Residential Development in the City of Burlington: 2019**

Address	Acreage	Land Assessment (\$)	Zoning District	Notes
808 McHenry Street	82.1	118,300	A-1	Possible Industrial Park Expansion Site
S. Pine Street	69.22	58,000	A-1	Proposed Future Residential
6320 S. Pine Street	75.85	--	--	--
533 Bridge Street	0.4022	47,800	B-1	Private Parking Lot
582 Milwaukee Avenue	0.3922	59,300	B-1	Parking Lot
710 W. State Street	5.755	195,100	B-1	--
756 McHenry Street	4.05	1,000	B-1	Proposed Auto Shop and Cell Tower
848 Midwood Drive	0.0948	6,600	B-1	Driveway Between Two Lots
892 McHenry Street	2.13	500	B-1	Barn on Property
900 Terry Lane	0.3598	121,300	B-1	Possible. Marked for Commercial
908 Terry Lane	0.2938	7,200	B-1	Possible. Marked for Commercial
924 Terry Lane	0.5231	74,100	B-1	Possible. Marked for Commercial - House Moved Off Site
941 Milwaukee Avenue	0.1977	5,900	B-1	Possible. Would Need to be Combined with Adjacent Lot for Access
Dodge Street	0.2044	17,800	B-1	Parking Lot for Strip Mall
Lynch Way	1.3	42,400	B-1	--
Midwood Drive	2.756	42,100	B-1	--
Milwaukee Avenue	0.116	700	B-1	Possible. Would Need to be Combined with Adjacent Lot for Access
Milwaukee Avenue	0.4033	17,700	B-1	Possible. Would Need to be Combined with Adjacent Lot Due to Lot Size
Terry Lane	0.5044	88,800	B-1	Possible. Would Need to be Combined with Adjacent Lot for Access
Terry Lane	0.3223	47,700	B-1	Possible. Would Need to be Combined with Adjacent Lot for Access
S. Pine Street	30.84	169,100	B-1/C-1	Proposed Future Residential
S. Pine Street	38.2	13,300	B-1/C-1	Proposed Future Residential
108 E. Washington Street	0.0702	24,500	B-2	Parking Lot
216 E. Washington Street	0.3333	117,400	B-2	Proposed Commercial/Residential
216 N. Pine Street	0.4267	131,200	B-2	--
733 N. Pine Street	0.859	7,500	B-2	House Burned Down
2049 S. Pine Street	24.44	45,900	C-1	Proposed Future Residential
Milwaukee Avenue	1.685	38,900	C-1	Conservancy
900 S. Pine Street	0.24	5,200	FW	Wooded Lot on Creek
148 N. Pine Street	0.2044	63,600	I-1	Parking Lot
2457 Browns Lake	116.17	141,300	I-1	Friary Property
Browns Lake Drive	15	37,900	I-1	Friary Property
500 W. Market Street	1.18	37,300	M-1	--
N. Pine Street	0.7993	20,600	M-2	Possible. Lake Views. Would Need Easement Agreement for Access
32435 Yahnke Road	9.01	233,600	Q-1	Proposed Future Residential
32435 Yahnke Road	114	84,000	Q-1	Proposed Future Residential
32435 Yahnke Road	49.71	--	--	--
500 W. Market Street	4.43	50,000	Q-1	Driveway to Quarry - TOB Limits
500 W. Market Street	80	502,600	Q-1	Operating Quarry - Possible Future Development
500 W. Market Street	16	119,900	Q-1	Operating Quarry - Possible Future Development
500 W. Market Street	163.34	998,300	Q-1	Operating Quarry - Possible Future Development

Source: City of Burlington and SEWRPC

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 2/28/20; 1/15/20; 11/20/19

**Table 2.3**  
**Potential Redevelopment Sites in the City of Burlington: 2019**

<b>Address</b>	<b>Acreage</b>	<b>Owner</b>
940 S. Pine Street	1.14	ANS Properties, LLC
1332 S. Pine Street	2.81	KSM Development, LLC
700 S. Pine Street	1.03	Kruse Investments, LLC
700 S. Pine Street	1.03	Kruse Investments, LLC
Hidden Creek Lane	2.30	Spring Brook Townhomes III, LLC
732 S. Pine Street	0.24	Mathews Properties, LLC
808 McHenry Street	82.11	Suzanne E. Hughes Rev Trust, Dated 12/14/99
32435 Yahnke Road	119.03	RFD II, LLC
Whiting Drive	3.66	City of Burlington
800 Blackhawk Drive	16.20	BCD Enterprises, LLC
S. Pine Street	69.22	Wealdon C. and Janice D. Sawall Trust
S. Pine Street	40.49	Wealdon C. and Janice D. Sawall Trust
Walton Road	1.41	Vector 1-Investments, LLC
2457 Browns Lake Drive	145.18	The Order of the Franciscan Fathers
Browns Lake Drive	32.04	--
Milwaukee Avenue	2.62	980 Milwaukee Avenue, LLC
Milwaukee Avenue	1.40	SDG Milwaukee Avenue Lot 3, LLC
357 Wegge Court	2.79	Ketter's Investments, LLC
780 N. Pine Street	0.95	Wilks Brothers Partnership
941 Milwaukee Avenue	0.20	Lynch Ventures, LLC
Milwaukee Avenue	25.20	John W. Coleman
940 Milwaukee Avenue	0.31	Brian Torgerson
733 Milwaukee Avenue	2.50	Skyview Inn Hospitality, LLC
941 Milwaukee Avenue	0.82	David J. and Judith A. Lynch Trust
941 Milwaukee Avenue	1.35	Lynch Trust and Lynch Enterprises
710 W. State Street	5.75	Robert R. Schmaling and Sandra L. Schmaling Trust, Dated January 18, 2017
700 N. Pine Street	0.55	HJC Investments
780 N. Pine Street	0.37	Wilks Brothers Partnership
617 N. Pine Street	0.25	City of Burlington
217 W. Jefferson Street	0.32	Lori L. Whited
580 Milwaukee Avenue	1.32	White River Enterprises, LLC
216 E. Washington Street	0.67	Burlington Core Upgrades II, LLC
216 E. Washington Street	2.12	Community Development Authority of the City of Burlington
216 E. Washington Street	0.16	Community Development Authority of the City of Burlington
225 E. Jefferson Street	0.09	Rick A. McGaughy
225 N. Dodge Street	0.08	Roots Burlington Properties, LLC
217 E. Jefferson Street	0.09	Terence F. MacCarthy Trust, Dated February 10, 2014
209 E. Jefferson Street	0.15	Wayne N. Stade
248 N. Pine Street	0.11	Philip P. Brever
216 N. Pine Street	0.43	CRF Investments, LLC
217 N. Dodge Street	0.14	Clark-Hoagland, LLC
209 N. Dodge Street	0.10	Quest Publishing, LLC
216 Madison Street	0.21	Jeffery D. Rice
200 N. Pine Street	0.20	Jesus Ocampo
224 Madison Street	0.10	MTTP, LLC

Continued on the following page

**Table 2.3 (Continued)**

<b>Address</b>	<b>Acreage</b>	<b>Owner</b>
156 S. Pine Street	1.41	CSMC 2007-C3 156-248 South Pine Street, LLC
180 S. Pine Street	6.52	CSMC 2007-C3 156-248 South Pine Street, LLC
6320 S. Pine Street	75.85	--
249 S. Pine Street	24.41	--
S. Pine Street	30.85	--
34435 Yahnke Road	49.71	--
209 W. Jefferson Street	0.30	Dillon Grandon
580 Madison Street	6.36	Burlington Housing Authority
587 E. State Street	3.67	City of Burlington
Buckley Street	6.43	Outlot

Source: City of Burlington and SEWRPC

**Table 2.4**  
**Age Distribution of Residents in the**  
**City of Burlington**

<b>Age</b>	<b>Population</b>	<b>Percent of Total</b>
Under 5 Years	928	8.7
5 to 9 Years	705	6.6
10 to 14 Years	709	6.7
15 to 19 Years	640	6.0
20 to 24 Years	493	4.6
25 to 29 Years	577	5.4
30 to 34 Years	603	5.7
35 to 39 Years	566	5.3
40 to 44 Years	768	7.2
45 to 49 Years	761	7.1
50 to 54 Years	733	6.9
55 to 59 Years	851	8.0
60 to 64 Years	710	6.7
65 to 69 Years	460	4.3
70 to 74 Years	442	4.2
75 to 79 Years	377	3.5
80 to 84 Years	115	1.1
85 Years and Over	214	2.0
<b>Total</b>	<b>10,652</b>	<b>100.0</b>

NOTE: Data are based on the 2013-2017 American Community Survey.

Source: U.S. Bureau of the Census and SEWRPC

**Table 2.5**  
**Household Types in the City of Burlington**

<b>Household Type</b>	<b>Number</b>	<b>Percent of Subtotal</b>	<b>Percent of Total</b>
Owner Occupied			
Family Households	1,959	73.9	43.5
with Children	(734)	(27.7)	(16.3)
Nonfamily households	691	26.1	15.4
Owner Occupied Subtotal	2,650	100.0	58.9
Renter Occupied			
Family Households	810	43.8	18.0
with Children	(591)	(32.0)	(13.1)
Nonfamily households	1,038	56.2	23.1
Renter Occupied Subtotal	1,848	100.0	41.1
Total Occupied			
Family Households	2,769	--	61.5
with Children	(1,325)	--	(29.5)
Nonfamily households	1,729	--	38.5
Total	4,498	--	100.0

NOTE: Data are based on the 2013-2017 American Community Survey.

NOTE: Figures in parentheses are not included in the subtotals or totals of the number or percentage of households.

Source: U.S. Bureau of the Census and SEWRPC

**Table 2.6**  
**Occupation of Residents in the City of Burlington**

<b>Occupation</b>	<b>Number</b>	<b>Percent of Total</b>	<b>Average Annual Wages<sup>a</sup> (\$)</b>
Management, Business, and Financial	762	13.6	66,737
Computer, Engineering, and Science	236	4.2	71,278
Service, Arts, and Media	513	9.1	38,064
Healthcare Practitioners and Technical	392	7.0	50,922
Healthcare Support	110	2.0	20,330
Protective Service	30	0.5	46,803
Food Preparation and Serving Related	219	3.9	10,783
Building and Grounds Cleaning and Maintenance	185	3.3	15,496
Personal Care and Service	129	2.3	24,250
Sales and Office	1,681	29.9	32,027
Farming, Fishing, and Forestry	--	--	30,208
Construction and Extraction	272	4.8	49,071
Installation, Maintenance, and Repair	182	3.2	50,759
Production, Transportation, and Material Moving	913	16.2	31,632
<b>Total</b>	<b>5,624</b>	<b>100.0</b>	<b>35,902</b>

NOTE: Data are based on the 2013-2017 American Community Survey.

<sup>a</sup>Wages are based on Racine County workers.

Source: U.S. Bureau of the Census and SEWRPC

**Table 2.7**  
**Regional Housing Plan Projected Job/Housing Balance Analysis as it**  
**Applies to the City of Burlington**

<b>Job/Housing Balance</b>	<b>City of Burlington<sup>a</sup></b>
Lower-Wage/Cost	
Jobs	5,217
Percent of Total Jobs	27.5
Housing Units	2,222
Average Number of Workers Per Household	1.47
Housing Capacity	3,266
Percent of Total Housing Capacity	39.3
Difference (percentage points)	11.8
Moderate-Wage/Cost	
Jobs	9,541
Percent of Total Jobs	50.3
Housing Units	2,490
Average Number of Workers Per Household	1.47
Housing Capacity	3,660
Percent of Total Housing Capacity	44.0
Difference (percentage points)	-6.3
Higher-Wage/Cost	
Jobs	4,211
Percent of Total Jobs	22.2
Housing Units	941
Average Number of Workers Per Household	1.47
Housing Capacity	1,383
Percent of Total Housing Capacity	16.7
Difference (percentage points)	-5.5
Projected Imbalance Type(s)	No Imbalance

NOTES:

The analysis is based on the average workers per household and the percentage of lower-, moderate-, and higher-wage jobs in the City. The projected number of jobs and housing units in the City is based on an analysis of the City's land use plan map set forth in the *Multi-Jurisdictional Comprehensive Plan for Racine County: 2035*. The analysis included projected jobs and housing units only in those portions of the City planned to be served by sanitary sewerage systems by 2035. More information regarding the analysis is presented in a SEWRPC document titled *Description of Job/Housing Balance Analysis, Year 2035 Regional Housing Plan for Southeastern Wisconsin*, October 2013. The document is available on the SEWRPC website.

<sup>a</sup>Includes that portion of the City of Burlington in Walworth County.

Source: City of Burlington, Racine County, and SEWRPC.

## **Chapter 3**

# **Analyses of Residential Development Regulations**

Note: The tables and map are presented at the end of the chapter.

### **3.1 INTRODUCTION**

This chapter presents analyses regarding the financial impact of City residential development regulations on the cost of developing single-family housing and multifamily housing. The analyses also identify ways in which the City could modify its regulations to encourage housing affordability.

Analyses and recommendations presented in this Chapter are based on recommendations set forth in the regional housing plan. The regional housing plan was adopted by the Regional Planning Commission in 2013. The vision of the plan is to provide “financially sustainable housing for people of all income levels, age groups, and needs throughout the entire Southeastern Wisconsin Region.” To support this vision, the regional housing plan includes extensive analyses regarding affordable housing and several recommendations that can be implemented by local governments to encourage the development of affordable housing throughout the Region.

### **3.2 RESIDENTIAL DEVELOPMENT REGULATIONS RELATED TO SINGLE-FAMILY HOUSING**

Section 66.10013 of the *Statutes* requires housing affordability reports to include an analysis of the financial impacts of regulations such as land use controls, site improvement requirements, fees and land dedication requirements, and permit procedures on the cost of new subdivisions. This section includes analyses regarding the City’s subdivision, zoning ordinance, impact fees, and building ordinance. The analyses discuss how the City’s regulations relate to applicable regional housing plan recommendations and include discussion of any modifications that could be considered by the City to encourage affordability.

#### **Subdivision Ordinance**

Regional housing plan recommendations related to subdivision regulations for single-family housing include recommendations regarding minimum street right-of-way and pavement widths.

The City’s subdivision ordinance requires a minimum street right-of-way width of 66 feet and a minimum pavement width of 32 feet for land access streets. Reducing street pavement width decreases long-term

capital and maintenance costs, including lower costs for snow removal, street repairs, and street construction. Cross-section dimensions for land access and collector streets recommended in the regional housing plan are listed in Table 3.1. The narrowest 28-foot recommended pavement width would be applicable to land access streets with very low traffic volumes and little on-street parking demand, such as cul-de-sac, loop, and other low traffic volume land access streets within areas of single-family dwellings with lots of at least 10,000 square feet. This would include areas zoned Rs-1 Single-Family Residence District and Rs-2 Single-Family Residence District within the City. Reducing the street pavement width in a typical subdivision from 32 to 28 feet would result in a construction cost savings of \$17 per linear foot of roadway, which could be used to reduce the cost of homes to the consumer. The narrower street pavement width may not be suitable for areas with higher density residential development that have greater traffic volumes and regular demand for on-street parking.<sup>1</sup>

### **Zoning Ordinance**

Key regional housing plan recommendations related to zoning regulations for single-family housing include recommendations regarding minimum lot size, minimum home size, and flexible zoning regulations, and accessory dwelling units.

### **Minimum Lot Size and Lot Width**

The regional housing plan recommends that local governments with public sanitary sewer service and other urban services provide areas within the community for development of new single-family homes on lots of 10,000 square feet or less. The Rs-3 Single-Family Residence District permits a minimum lot size of 8,000 square feet and the TN-R Traditional Neighborhood Residential District permits a minimum lot size of 10,000 square feet.

Smaller lot sizes can accommodate the construction of more affordable single-family housing. Assessor data shows that the average size of completed lots (homes built on lots) in the City from 2016 to 2018 was 14,387 square feet and the average assessed land value of the lots was \$30,786, or about \$2.14 per square foot. Based on these data, the land cost of an average 10,000 square foot lot would be \$21,400. Reducing the lot size to 8,000 square feet (the smallest lot size currently permitted) could decrease the land cost of the lot by 20 percent, to \$17,120.

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<sup>1</sup> *A pavement width of 30 feet may be suitable to those higher density residential areas that do not clearly require the wider pavements widths and address concerns that the effective width could be reduced by two to four feet during periods of heavy snow.*

In addition to reducing the land cost of residential lots, smaller lot sizes typically decrease the frontage, or width, of each lot along the street. The minimum lot size in the Rs-1 Single-Family Residence District is 14,000 square feet with a minimum lot width at setback of 80 feet; the minimum lot size in the Rs-2 Single-Family Residence District is 11,000 square feet with a minimum lot width at setback of 70 feet; and the minimum lot size in the Rs-3 Single-Family Residence District is 8,000 square feet with a minimum lot width at setback of 60 feet. Narrower lot widths decrease the length of streets, sidewalks, and water and sewer mains for each dwelling unit, resulting in lower costs to install and deliver services.

### ***Minimum Home Size***

The regional housing plan also recommends that local governments with public sanitary sewer service and other urban services provide areas within the community for the development of new single-family homes of less than 1,200 square feet in size. The City's zoning ordinance does not require a minimum home size, which meets the regional housing plan recommendation.

Data provided by RSmeans shows that while the cost per square foot of single-family construction increases as home sizes decrease, the overall construction cost of a smaller home is still lower than that of a larger home. Based on data for the Racine area, Table 3.2 presents costs for economy and average single-family homes at 1,000 square feet, 1,200 square feet, and 1,400 square feet.

### ***Flexible Zoning Districts***

The regional housing plan recommends that communities with urban services include flexible zoning regulations intended to encourage a mix of housing types within neighborhoods. Examples include planned unit development (PUD), Traditional Neighborhood Development (TND), density bonus, and adaptive reuse of buildings.

The City's zoning ordinance permits PUD through the PUD Planned Unit Development Overlay District. While residential density must be consistent with the underlying basic use district, the lot area, width, and yard requirements may be modified. This flexibility may accommodate residential construction where physical conditions may constrain the development potential of a site. The City's zoning ordinance also includes the TN-R Traditional Neighborhood Residence District. This District permits a minimum lot size of 10,000 square feet for single-family residential development, which could have the potential for single-family housing that may be more affordable to a wider range of households than single-family homes on larger lots.

### ***Job/Housing Balance***

As discussed in previous chapters, the City has a significant amount of land in commercial and industrial use, including a major economic activity center identified in VISION 2050. As a result, there may be a significant demand for housing created by those employed in the City. The regional job/housing balance analysis shows that the City's zoning ordinance does not create a barrier to the development of single-family housing that could be affordable to moderate-income workers, and there are development opportunities for such construction in the City. Permitting accessory dwelling units in single-family residential zoning districts may also encourage the development of workforce housing.

### **Comprehensive Plan**

As discussed in Chapter 1, the Wisconsin Legislature enacted legislation in 1999 that expanded the scope and significance of comprehensive planning in the State. The law, set forth in Section 66.1001 of the *Wisconsin Statutes*, requires consistency between important City land use regulations, such as the zoning ordinance, with the comprehensive plan. The comprehensive planning law also requires the City's comprehensive plan to include a housing element with goals, objectives, policies, and programs intended to provide an adequate housing supply that meets the community's existing and forecasted housing demand. This includes policies and programs that promote the development of a range of housing choices for people of all income levels, age groups, and needs. This makes the comprehensive plan an important long-range housing policy implementation tool for the City.

As discussed in Chapter 2, the projected job/housing balance analysis prepared for the regional housing plan shows that the City's long-range land use plan map (shown on Map 3.1) does not create a barrier to the development of modest single-family housing within the City; however, the number of moderate-wage jobs that the City's land use plan map could accommodate is much greater than the number of potential moderate-cost housing units. Although the purpose of the job/housing balance analysis was to identify shortages of workforce housing for lower- and moderate-wage earners, the analysis also shows that the number of higher-wage jobs that City's land use plan map could accommodate is much greater than the number of potential higher-cost housing units. These factors could be considered in future updates to the City's land use plan map, including the 10-year comprehensive plan update as required by the State comprehensive planning law.<sup>2</sup>

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<sup>2</sup> *The City of Burlington has adopted A Multi-Jurisdictional Comprehensive Plan for Racine County: 2035, which includes the City's land use plan map.*

## **Impact Fees**

In 1994 the Wisconsin Legislature adopted statutory provisions that authorize local governments to impose impact fees on developers as a way of allocating a portion of the cost of public facilities created by new development to new development. The impact fee law is set forth in Section 66.0617 of the *Wisconsin Statutes*. Examples of public facilities under the impact fee law include sanitary sewer, water supply, and stormwater management facilities; new recreational facilities; fire protection, emergency medical, and law enforcement facilities; solid waste and recycling facilities; and roads and other transportation facilities.

The City of Burlington imposes a public site fee, a park facilities impact fee and a sewer connection fee for single-family residential development. A list of other single-family residential development fees are listed in the City of Burlington New Housing Fee Report. The report is posted on the City's website.

## **Building Code**

The Wisconsin Uniform Dwelling Code applies to all single-family dwellings within the City. Because the dwelling code requirements are uniform across the State, building codes do not affect the cost of construction differently between local governments.

### **3.3 RESIDENTIAL DEVELOPMENT REGULATIONS RELATED TO MULTIFAMILY HOUSING**

While not specifically required by Section 66.10013 of the *Statutes*, this section presents analyses of how the City's land use and development regulations relate to applicable regional housing plan recommendations for new multifamily housing development. This section also includes discussion of any modifications that could be considered by the City to encourage affordability.

## **Zoning Ordinance**

Key regional housing plan recommendations related to zoning regulations for multifamily housing include recommendations regarding maximum density, minimum unit size, flexible zoning regulations, parking requirements, and landscaping requirements.

### ***Maximum Density, Minimum Unit Size, and Flexible Zoning Regulations***

The regional housing plan recommends that local governments with urban services provide areas within the community for the development of multifamily housing at a density of at least 10 units per acre, and 18 units or more per acre in highly urbanized communities. The housing plan also recommends that communities allow modest apartment sizes and flexible zoning regulations to encourage affordability.

The Rm-1 Multiple-Family Residence District (maximum density of 12.4 units per net acre) and Rm-2 Multiple Residence District (maximum density of 17.4 units per net acre) both meet regional housing plan recommendations for permitted densities that may allow for the development multifamily housing that could be affordable to a wide range of households and beneficial to the City's aging population because of the basic accessibility features required for many new multifamily units. As discussed in Chapter 2, there are a handful of development and redevelopment sites within the City's current boundaries that are zoned either Rd-1 or Rd-2 that could accommodate higher density multifamily development.

In addition to the Rm-1 and Rm-2 Districts, the Rm-4 Multiple-Family Residence District, which is intended to be used in conjunction with the PUD Planned Unit Development Overlay District, permits multifamily planned unit developments at densities of up to 75 units per acre. The flexibility provided by the PUD District could be used to encourage development that would be beneficial to the City's workforce and to the City's aging population.

### ***Parking and Landscaping Requirements***

An adequate amount of parking is important to ensuring a multifamily development will be attractive to prospective residents. A lack of parking may also create opposition to a project from neighboring residents and property owners. However, parking is also very costly to provide and can have a negative impact on the affordability of a multifamily development. Data gathered for VISION 2050 shows that parking stalls in above ground parking ramps can cost more than \$25,000 to build, which can lead to increased rental costs for residents.<sup>3</sup> Landscaping and exterior building materials are also important considerations in ensuring that multifamily developments are attractive, compatible with the surrounding community, and less likely to create opposition from neighboring residents and property owners.

The regional housing plan recommends that communities review parking, landscaping, and exterior building material requirements for multifamily housing set forth in local zoning ordinances to determine if amendments could be made to reduce the cost of housing to the consumer while preserving safety, functionality, and aesthetic quality. The City could work with a qualified consultant to perform the reviews, such as an architect with experience designing affordable multifamily housing. The City's housing-unit-to-parking stall ratio, which ranges from two stalls per unit for efficiencies to three stalls per unit for three-

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<sup>3</sup> *Surface parking stalls could cost between \$5,000 and \$10,000 to construct and underground parking could cost up to \$50,000 per stall to construct.*

bedroom apartments,<sup>4</sup> is an example of a requirement that could potentially be modified to reduce the cost of developing multifamily housing. In conjunction, the use of shared parking agreements, which may be compatible in a mixed-use setting, could be encouraged to reduce the demand for parking stalls in new multifamily developments.

### ***Job/Housing Balance***

The regional job/housing balance analysis shows that the City's zoning ordinance does not create a barrier to the development of multifamily housing for lower-wage workers based on maximum density and minimum unit size requirements.

### **Building Code**

The Burlington Uniform Building Code applies to all multifamily buildings within the City. Because the Burlington Uniform Code incorporates requirements from the Wisconsin Uniform Building Code that are uniform across the State, the Burlington code does affect the cost of construction differently than codes adopted by other local governments.

### **Tax Increment Financing District (TID) Extension**

Tax increment financing (TIF) could be used as a mechanism for affordable housing in the City. Wisconsin TIF law (Section 66.1105(6)(g) of the *Wisconsin Statutes*) allows municipalities to extend the life of a TID for one year after paying of the TID's project costs. In that year, at least 75 percent of any tax revenue received from the value off the increment must be used to benefit affordable housing in the municipality and the remainder must be used to improve the municipality's housing stock. The City of Burlington has one active TID that is projected to close in 2022.

## **3.4 CONCLUSIONS**

This chapter presents analyses regarding the financial impact of City regulations on developing single-family housing and multifamily housing. The chapter also identifies ways in which the City could modify its regulations to encourage housing affordability. Key conclusions that can be drawn from the analyses follow.

- Section 66.10013 of the *Statutes* requires the housing affordability report to include analyses of the financial impacts of City regulations on the cost of new subdivisions. The analyses presented in

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<sup>4</sup> *Multifamily residential parking requirements include 0.5 stall per unit for guests.*

Section 3.2 of this chapter show that smaller minimum lot sizes can reduce the cost of developing new subdivisions. Narrower pavement widths could also reduce the cost of developing new lower-density subdivisions.

- Based on the projected job/housing balance analysis prepared for the regional housing plan, the City's long-range land use plan map does not create barriers to the development of modest single-family housing and multifamily housing; however the number of jobs that could be accommodated by the City's long-range land use plan map (including higher-wage jobs) is greater than the number of housing units. Accommodating additional medium-density and high-density residential development could be considered by the City in future plan updates to address the potential demand for a full spectrum of housing created by those who work in the City.
- The City's housing-unit-to-parking stall ratios are an example of a requirement that could potentially be modified to reduce the cost of developing multifamily housing.
- The City could consider developing an expedited review process for single-family and multifamily residential development proposals that incorporate the affordable housing recommendations discussed in this chapter.

A wide range of factors associated with both the supply and demand of housing have led to the existing housing conditions in the City, Region, State, and Country. A few of these issues linked to the supply of housing include risky lending practices in the early 2000s, the recession and housing market collapse in 2008 and the high costs of building materials and infrastructure.

Solutions to the existing housing affordability situation do not solely fall on the City of Burlington to solve. The City's zoning, land use, and building regulations are consistent and work to encourage residential development at many different scales and price points.

The City of Burlington encourages high-quality housing, promoting the preservation and maintenance of existing housing stock, and encourages increased walking and bicycling connectivity to provide alternate transportation options.

253458-2  
4/20/20; 2/26/20; 1/15/20; 12/9/19  
BRM/CDP

**Table 3.1**  
**Recommended Cross-Sections for Urban Land Access and Collector Streets<sup>a</sup>**

Land Access Streets		Land Use Served	Traffic Volume	Bus and Truck Travel	Type of Land Access Street
Pavement Width	28 feet <sup>b</sup>	Single-family residential with lots of ¼ acre or more, and with attached garages and driveways. No regular demand for on-street parking	Less than 1,500 vehicles per average weekday	No fixed route bus traffic, and little truck traffic	Cul-de-sac, loop street, or low volume land access street
Terrace	5-10 feet <sup>c</sup>				
Sidewalk	5 feet				
Sidewalk Buffer	1 foot				
Right-of-Way	60 feet				
Pavement Width	36 feet <sup>b</sup>	Multi-family residential and single-family with lots of less than ¼ acre, and with detached garages and alleys. Regular demand for on-street parking expected, for example, from schools, parks, retail areas, and by visitors to multi-family areas	More than 1,500 vehicles per average weekday	Route for bus traffic, and designated access route for heavy truck traffic to neighborhood commercial area	Land access streets which may also serve some collector function
Terrace	6-9 feet <sup>c</sup>				
Sidewalk	5 feet				
Sidewalk Buffer	1 foot				
Right-of-Way	60-66 feet				

Collector Streets		Land Use Served	Traffic Volume	Bus and Truck Traffic
Pavement Width	36 feet <sup>d</sup>	Single-family residential area with lots of ¼ acre or more and attached garage and driveways. No regular demand for on-street parking expected	Less than 3,000 vehicles per average weekday	No fixed route bus and limited truck traffic
Terrace	6-11 feet <sup>c</sup>			
Sidewalk	5 feet			
Sidewalk Buffer	1 foot			
Right-of-Way	60-70 feet			
Pavement Width	48 feet <sup>d</sup>	Multi-family residential and single-family with lots of ¼ acre or more, and detached garages and alleys. Regular demand for on-street parking expected, for example, from schools and retail areas	More than 3,000 vehicles per average weekday	Route for bus traffic and designated access route for truck traffic to neighborhood commercial area
Terrace	5-10 feet <sup>c</sup>			
Sidewalk	5 feet			
Sidewalk Buffer	1 foot			
Right-of-Way	70-80 feet			

<sup>a</sup> Land access streets are defined as streets intended to serve primarily as a means of access to abutting property. Collector streets are defined as streets which are intended to serve primarily as connections between the arterial street system and the land access streets. In addition to collecting traffic from, and distributing traffic to, the land access streets, collector streets usually perform a secondary function of providing access to abutting property.

An arterial street is a street intended to serve primarily as a means of carrying through vehicular traffic, including truck and bus traffic. Providing access to abutting property may be a secondary function of some arterial streets; however, this secondary function should be subordinate to the primary function of carrying through traffic. The cross-section of an arterial street is determined principally by its existing and forecast future traffic volume.

An urban street is a street having a cross-section improved with vertical face curb and gutter, and storm sewer.

<sup>b</sup> An intermediate pavement width—30, 32, or 34 feet—may be provided on those land access streets which do not clearly require the narrower or wider pavement widths, or address concerns that during periods of heavy snow, the effective width of a land access street may be reduced by two to four feet. Also, the provision of sidewalks on one or both sides of the street may be optional for short cul-de-sacs or loop streets, or subdivisions with internal pedestrian paths. The necessary street right-of-way could be reduced to 40 feet.

<sup>c</sup> A landscaped terrace should be provided between the curb and the inside edge of the sidewalk to provide separation between vehicular and pedestrian traffic. Terraces provide a more pleasant pedestrian environment by providing an area off the sidewalk for sign posts, street lights, utility poles, fire hydrants, and mailboxes; provide an area for street trees and other landscaping; allow driveway aprons to be located outside the sidewalk area; provide area for snow storage; and reduce splashing of pedestrians by passing vehicles operating on wet pavements. Terraces that are to contain trees should be at least six feet wide, and desirably could be 10 feet or wider, to allow sufficient space for the tree root system and to minimize damage to adjacent pavements, especially sidewalks.

<sup>d</sup> Collector street pavement widths, like land access street pavement widths, should be selected based on careful consideration of the street.

Source: SEWRPC.

**Table 3.2**  
**Single-Family Residential Construction Costs in the Racine Area: 2019<sup>a</sup>**

Living Area (Square Feet)	Economy <sup>b</sup> (with unfinished basement)					
	1 Story		1.5 Story		2 Story	
	Cost (dollars per square foot)	Total Cost (dollars)	Cost (dollars per square foot)	Total Cost (dollars)	Cost (dollars per square foot)	Total Cost (dollars)
1,000	134.68	134,680	137.75	137,748	138.74	138,736
1,200	125.22	150,259	130.21	156,250	125.63	150,758
1,400	116.84	163,582	124.80	174,720	119.39	167,149

Living Area (Square Feet)	Economy <sup>b</sup> (no basement)					
	1 Story		1.5 Story		2 Story	
	Cost (dollars per square foot)	Total Cost (dollars)	Cost (dollars per square foot)	Total Cost (dollars)	Cost (dollars per square foot)	Total Cost (dollars)
1,000	121.73	121,732	127.92	127,920	130.21	130,208
1,200	113.31	135,969	121.00	145,205	117.73	141,274
1,400	105.82	148,148	116.06	162,490	112.01	156,811

Living Area (Square Feet)	Average <sup>c</sup> (with unfinished basement)					
	1 Story		1.5 Story		2 Story	
	Cost (dollars per square foot)	Total Cost (dollars)	Cost (dollars per square foot)	Total Cost (dollars)	Cost (dollars per square foot)	Total Cost (dollars)
1,000	160.73	160,732	160.78	160,784	163.23	163,228
1,200	149.19	179,026	151.48	181,771	147.68	177,216
1,400	139.41	195,177	144.87	202,821	139.98	195,978

Living Area (Square Feet)	Average <sup>c</sup> (no basement)					
	1 Story		1.5 Story		2 Story	
	Cost (dollars per square foot)	Total Cost (dollars)	Cost (dollars per square foot)	Total Cost (dollars)	Cost (dollars per square foot)	Total Cost (dollars)
1,000	145.81	145,808	149.55	149,552	153.45	153,452
1,200	135.36	162,427	140.87	169,042	138.58	166,296
1,400	126.46	177,050	134.73	188,625	131.40	183,966

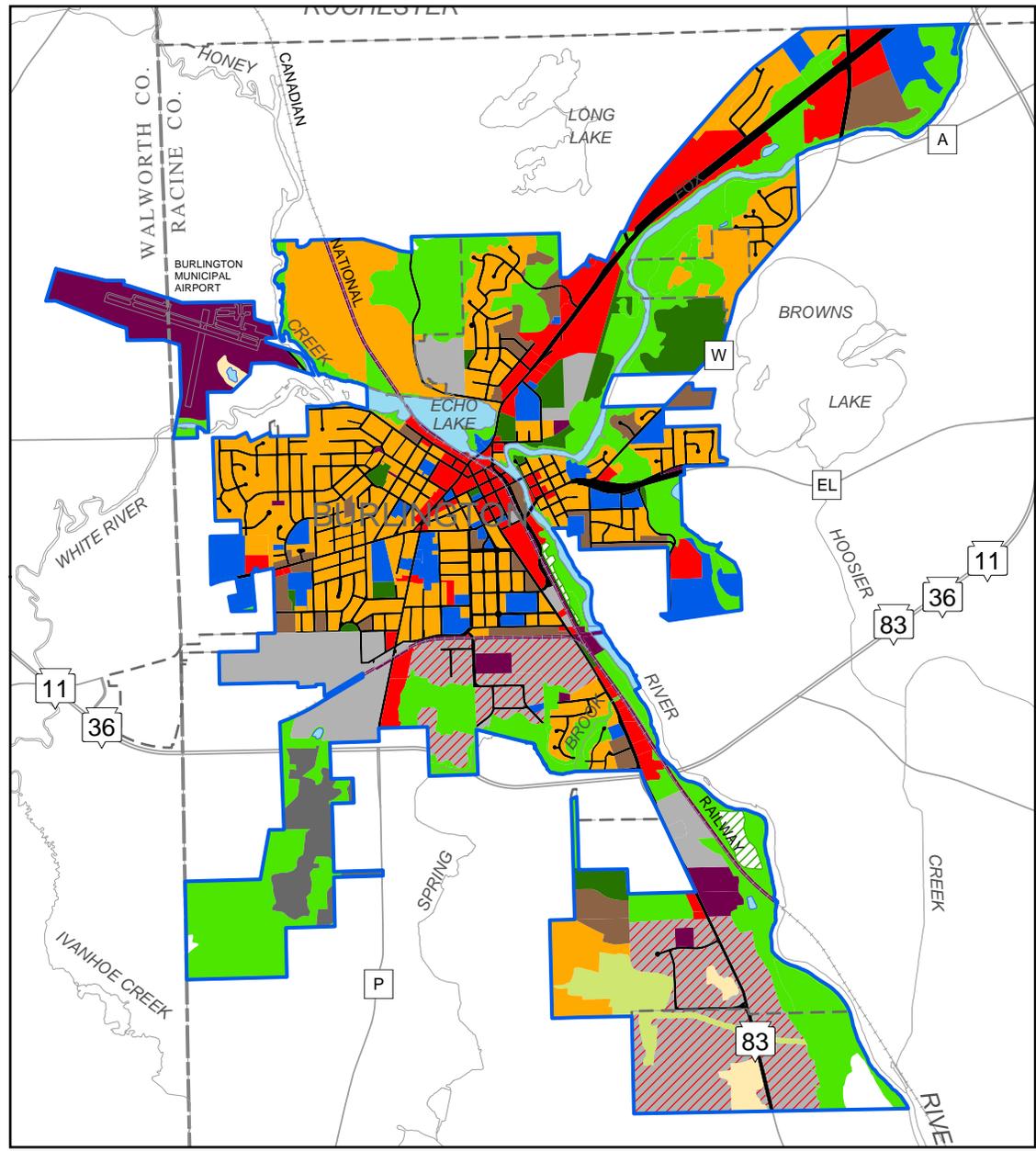
<sup>a</sup>Residences include one full bathroom and stucco on wood frame exterior. An additional full bathroom adds \$6,749 to the cost of an economy-grade residence and \$8,435 to the cost of an average-grade residence. An additional half bathroom adds \$3,984 to the cost of an economy-grade residence and \$4,981 to the cost of an average-grade residence.

<sup>b</sup>An economy class residence is usually built from stock plans. The materials and workmanship are sufficient to satisfy building codes. Low construction cost is more important than distinctive features.

<sup>c</sup>An average class residence is a simple design and built from standard plans. The materials and workmanship are average, but often exceed minimum building codes. There are frequently special features that give the residence some distinctive characteristics.

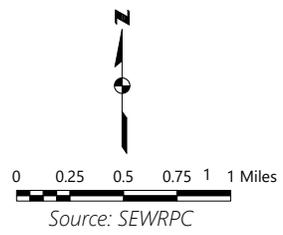
Source: RSMMeans, a division of the Gordian Group, and SEWRPC.

**Map 3.1**  
**Recommended Land Use Plan for the City of Burlington Planning Area: 2035**



- MEDIUM DENSITY RESIDENTIAL (6,200 SQUARE FEET OR MORE PER DWELLING UNIT)
- HIGH DENSITY RESIDENTIAL (LESS THAN 6,200 SQUARE FEET OR MORE PER DWELLING UNIT)
- COMMERCIAL
- INDUSTRIAL
- INDUSTRIAL/BUSINESS PARK
- GOVERNMENTAL AND INSTITUTIONAL
- RECREATIONAL
- EXTRACTIVE
- STREETS AND HIGHWAYS
- OTHER TRANSPORTATION, COMMUNICATION, AND UTILITIES
- AGRICULTURAL, RURAL RESIDENTIAL, AND OTHER OPEN LANDS
- PRIMARY ENVIRONMENTAL CORRIDOR
- SECONDARY ENVIRONMENTAL CORRIDOR
- ISOLATED NATURAL RESOURCE AREA
- OTHER OPEN LANDS TO BE PRESERVED
- SURFACE WATER
- BURLINGTON PLANNING AREA

Note: This map does not include any amendments or annexations that have been adopted by the City of Burlington since its original adoption on July 21, 2009.





**DATE:** May 5, 2020

**SUBJECT:** MOTION 20-966 - To Ratify, Approve and Adopt an Emergency Declaration by the City of Burlington for a two-month garbage and recycling collection contract with Johns Disposal.

**SUBMITTED BY:** Carina Walters, City Administrator

**BACKGROUND/HISTORY:**

This motion adopts a two-month contract with Johns Disposal described in "Attachment A", for garbage and recycling collection services 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.

The term of this Agreement shall be for two 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 June 30, 2020, with the same services provided.

**BUDGET/FISCAL IMPACT:**

The 2019 monthly charge \$46,256.35 (\$14.15/unit/month). The 2020 monthly charge has been \$48,871.55 (\$14.95/unit/month) for a difference of \$2,615.20 per month (\$0.80/unit/month).

**RECOMMENDATION:**

Staff recommends approval of this motion.

**TIMING/IMPLEMENTATION:**

This item is for discussion at the May 5, 2020 Committee of the Whole meeting, and due to timing is scheduled for final consideration at the Common Council meeting the same evening.

**Attachments**

Agreement

**AMENDMENT NO. 3 TO AGREEMENT**

**FOR CURBSIDE COLLECTION OF SOLID WASTE & RECYCLABLES**

WHEREAS **Johns Disposal Service, Inc.**, hereinafter referred to as the “Contractor” and the **City of Burlington, Wisconsin**, hereinafter referred to as the “City” entered into a Second Amendment to the Agreement for Recycling Collection, Processing and Marketing on February 21, 2017, hereinafter referred to as the “Agreement;” and WHEREAS the Contractor and the City wish to amend the Agreement to revise the terms.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the above-named parties agree to amend the Agreement for Recycling Collection, Processing and Marketing beginning on May 1, 2020, as follows:

- I. Introduction is Correct.** The above introduction is true and correct and is hereby incorporated by reference.
  
- II. Section 15, Fees Due the Contractor,** is deleted in its entirety and replaced as follows:

15. Fees Due to 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:

May and June 2020:	Per Unit / Per Month
(1) Non-Recyclable Trash/Bulk items collection	\$10.30
(2) Recycling collection per Unit/per month	\$ 4.65
(3) Monthly Total / Unit	\$14.95

- III. Section 24 Term,** is deleted and replaced as follows:

24.Term: The term of this Agreement shall be for Two 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 June 30, 2020.

- III.** Except as modified herein, the Agreement for the Curbside Collection of Solid Waste and Recyclables is ratified and confirmed in all respects. In the event of any conflict between the terms and conditions of this Amendment and the Agreement, the terms and Conditions of this Amendment No. 3 shall control. This Amendment No. 3 may be signed in two counterparts. The date of final signature hereto shall be deemed the date of this Amendment No. 3, and the effective date of this Amendment shall be May 1, 2020.

**JOHNS DISPOSAL SERVICE, INC.**

By \_\_\_\_\_  
Nate Austin, Municipal Account Manager

Date \_\_\_\_\_

**THE CITY OF BURLINGTON**

By \_\_\_\_\_  
Jeannie Hefty, Mayor

Date \_\_\_\_\_

ATTEST:

By \_\_\_\_\_  
Diahn Halbach, City Clerk

Date \_\_\_\_\_



**DATE:** May 5, 2020

**SUBJECT:** MOTION 20-967 - To consider the annual insurance renewal with Ansay & Associates, LLC.

**SUBMITTED BY:** Carina Walters, City Administrator

**BACKGROUND/HISTORY:**

Ansay & Associates, LLC, the City’s broker since July 2018, annually obtains quotes for liability and worker’s compensation lines of coverage to ensure the current insurance carrier is fiscally competitive. As a reminder, the workers compensation and general liability insurance covers all incidents of employees injured on the job and any damage claims to city property. Additionally, it covers the city against losses incurred from injuries occurring on city property. Ansay solicited quotes from Chubb, CIC, and EMC for the 2020 insurance year program.

Based on the attached Ansay & Associates, LLC, Stewardship report, Ansay and staff recommend continuing to work with EMC as our general liability and workman's compensation insurance carrier.

The total premium for 2020 is \$389,515 versus the 2019 Premium of \$392,093, which is less than a 1% increase to the premium.

Many changes were conducted throughout this term causing the premiums to increase. These changes include the following:

- Added 5 vehicles
- Added Individual Body Cameras
- Removed 4 “Buildings”
- Added 4 “Buildings”
- Added and updated coverage to Property in the Open
- Added EMT Services
- Added equipment for EMT services

At the 2019 renewal review Ansay, recommended having a professional inspection of all City buildings. This was to verify buildings and assets. Should you recall, Austin Engelhardt of AAE Consulting Group, LLC completed this task summer of 2019. The proper changes to either add or remove buildings were completed immediately. The changes to either increase or decrease the building and/or contents coverage is set to take place at the 5/15/2020 renewal.

Please note, the Senior Center and pool insurance was not added to the premium as they are contractual obligations versus our premium.

Ansay & Associates, LLC will be in attendance via Zoom at this evening’s Committee of the Whole meeting.

**BUDGET/FISCAL IMPACT:**

The total insurance premium of \$389,515 is split between all the applicable funds.

**RECOMMENDATION:**

Staff recommends approval of the renewal.

**TIMING/IMPLEMENTATION:**

This item is for discussion at the May 5, 2020 Committee of the Whole meeting and is scheduled for final consideration at the same evening Common Council meeting.

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**Attachments**

Ansley Stewardship Report

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**Ansay** & ASSOCIATES

*Insurance & Benefit Solutions*

**Presented By:**

**Corina Kretschmer**

**Tony Matera**

**Date: April 9, 2020**



**2020-2021**

**STEWARDSHIP REPORT**

# Welcome to the STEWARDSHIP REPORT

*Adolph N. Ansay founded Ansay & Associates in 1946. At Ansay, we combine entrepreneurial spirit with a disciplined, strategic business process to develop the best insurance and benefit solutions to businesses and consumers.*

“  
**Our customers enjoy personal relationships grounded in uncompromising values built from a foundation of TRUST, INTEGRITY, & RESPECT.**  
”



*Adolph N. Ansay*  
Founder of Ansay & Associates

**A FAMILY TRADITION**

# TABLE OF CONTENTS

<p><b>ANSAY STEWARDSHIP OVERVIEW</b></p> <ul style="list-style-type: none"> <li>• <i>Our Value Proposition</i></li> <li>• <i>Executive Summary</i></li> </ul>	<p><b>4</b></p>
<p><b>YEAR IN REVIEW</b></p> <ul style="list-style-type: none"> <li>• <i>2019 Loss Overview</i></li> <li>• <i>Our Commitment</i></li> <li>• <i>Risk Management Initiatives</i></li> <li>• <i>Success Plan</i></li> </ul>	<p><b>8</b></p>
<p><b>MARKETING STRATEGY</b></p> <ul style="list-style-type: none"> <li>• <i>Current Carrier Renewal Position</i></li> <li>• <i>Renewal Recommendation</i></li> <li>• <i>Consulting Agreement</i></li> </ul>	<p><b>17</b></p>



# STEWARDSHIP OVERVIEW

Our Value Proposition for City of Burlington

## SECTION HEADER

**OUR GOAL** is to achieve long-term relationships focused on bringing value to your risk management and insurance programs. We commit to using our collective talent to support your risk management and insurance goals. We promise to deliver to you the highest quality property and casualty insurance programs and strategic planning consultation services in a manner that is most suitable to achieving your community service goals. We promise to identify activities that drive claim frequency and severity, and implement an action plan to contain losses. In addition, we promise to identify training needs and provide on-site assistance to actively address loss sources and promote a safe work environment for your employees.

This report helps us fulfill our promises by highlighting the value we have provided to you. We are giving you the opportunity to see how we are meeting your expectations.

## THANK YOU FROM YOUR ANSAY TEAM,

**Corina Kretschmer**  
Commercial Insurance Advisor

[Corina.Kretschmer@Ansay.com](mailto:Corina.Kretschmer@Ansay.com)  
(262) 376-3181



**Tony Matera, CIC**  
Commercial Insurance Advisor

[Tony.Matera@Ansay.com](mailto:Tony.Matera@Ansay.com)  
(262) 376-3248



**Katrina Vogt**  
Account Executive

[Kitty.Vogt@Ansay.com](mailto:Kitty.Vogt@Ansay.com)  
(262) 376-3182





# STEWARDSHIP OVERVIEW

Our Value Proposition for City of Burlington

## SECTION HEADER

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This report helps us fulfill our promises by highlighting the value we have provided to you. We are giving you the opportunity to see how we are meeting your expectations.

## THANK YOU FROM YOUR RISK MANAGEMENT TEAM,

**Alan Edwards, CPCU,  
AIC**

**Claims Advocate Manager**  
[Alan.Edwards@Ansay.com](mailto:Alan.Edwards@Ansay.com)  
(262) 376-3184



**MICHAEL ANDERSON,  
CPCU, CIC, CRM, ARM**

**Risk Manager**  
[Mike.Anderson@Ansay.com](mailto:Mike.Anderson@Ansay.com)  
(262) 376-3227



## WE ARE OUR PEOPLE



*Together, our employees enjoy a work environment where they feel valued and appreciated. Our offices run on energy and passion, while sharing a common goal of building lasting relationships.*

*The solid foundation of trust is extended to each one of our clients through personalized service, integrity, and a partnership you can depend on.*



## **EXECUTIVE SUMMARY: 2018-2020**

### **Goals & Objectives/Accomplishments & Achievements:**

We began our relationship with the City of Burlington by adding risk management tools to their team to help reduce the risk of claims and losses along with safety programs to help reduce the risk of work related injuries. New procedures were implemented by the City for work related injuries to help maintain and protect the City and their employees.

During the 2019-2020 term our team has met monthly to maintain our success plan. This plan contains ongoing updates to coverage, changes that needed to be completed, review of certificates of insurance and updates on losses if necessary. We continue to deliver the highest quality insurance programs and strategic planning consultation services to achieve our continued goals and objectives.

This report helps us fulfill our promises by highlighting the value we have provided to you. We are giving you the opportunity to see how we are meeting your expectations.



# YEAR IN REVIEW

## SUMMARY OF 2019-2020 LOSS OVERVIEW

### Liability Overview – 5.15.2017 – 5.15.2020

Year	Number of Claims	Open	Paid Amount	Reserve Amount	Incurred Amount	Ave. Claim Cost
YTD	7	1	\$225	\$1,200	\$1,425	\$204
2019	7	0	\$1,241	\$0	\$1,241	\$177
2018	4	0	\$11,368	\$0	\$11,368	\$2,842
2017	12	0	\$1,520	\$0	\$1,520	\$127
Total	23	1	\$14,354	\$1,200	\$15,554	\$3,350
Average 3 YR	8		\$4,710	\$0	\$4,710	\$1,049

### Property Overview – 5.15.2017 – 5.15.2020

Year	Number of Claims	Open	Paid Amount	Reserve Amount	Incurred Amount	Ave. Claim Cost
YTD	9	6	\$14,415	\$20,300	\$34,715	\$3,857
2019	6	0	\$32,058	\$0	\$14,827	\$2,471
2018	5	0	\$120,942	\$0	\$108,644	\$21,729
2017	10	0	\$22,619	\$0	\$4,308	\$431
Total	30	1	\$190,034	\$20,300	\$162,494	\$28,488
Average 3 YR	7		\$58,540	\$0	\$42,593	\$24,631



### Auto Overview – 5.15.2017 – 5.15.2020

Year	Number of Claims	Open	Paid Amount	Reserve Amount	Incurred Amount	Ave. Claim Cost
YTD	3	1	\$11,657	\$1	\$11,658	3,886
2019	2	0	\$275	\$0	\$275	138
2018	4	0	\$5,210	\$0	\$5,210	1,303
2017	2	0	\$4,129	\$0	\$4,129	2,065
Total	11	1	\$21,271	\$17,500	\$21,272	7,392
Average 3 YR	2.5		\$3,205	\$0	\$3,205	1,169

### Equipment Floater Overview – 5.15.2017 – 5.15.2020

Year	Number of Claims	Open	Paid Amount	Reserve Amount	Incurred Amount	Ave. Claim Cost
YTD	0	0	\$0	\$0	\$0	0
2019	0	0	\$0	\$0	\$0	0
2018	1	0	\$5,000	\$0	\$5,000	\$5,000
2017	0	0	\$0	\$0	\$0	0
Total	1	0	\$5,000	\$0	\$5,000	\$5,000
Average 3 YR	1		\$5,000	\$0	\$1,667	\$1,667



### EPLI – 5.15.2017 – 5.15.2020

Year	Number of Claims	Open	Paid Amount	Reserve Amount	Incurred Amount	Ave. Claim Cost	
YTD		1	1	\$0	\$17,500	\$17,500	17,500
2019		0	0	\$0	\$0	\$0	0
2018		0	0	\$0	\$0	\$0	0
2017		0	0	\$0	\$0	\$0	0
Total		1	1	\$0	\$17,500	\$17,500	17,500
Average							
3 YR		1		\$0	\$0	\$0	0

### Law Enforcement – 5.15.2017 – 5.15.2020

Year	Number of Claims	Open	Paid Amount	Reserve Amount	Incurred Amount	Ave. Claim Cost	
YTD		0	0	\$0	\$0	\$0	0
2019		1	1	\$0	\$25,000	\$25,000	25,000
2018		0	0	\$0	\$0	\$0	0
2017		0	0	\$0	\$0	\$0	0
Total		1	0	\$0	\$1	\$25,000	25,000
Average							
3 YR		1		\$0	\$0	\$8,333	8,333

# OUR COMMITMENT

## DAY TO DAY CLIENT TOUCHES

### Contract Review and Certificate Issuance

- 23 changes were completed, 14 Coverage Inquiries, and over 30 losses were reported
- Review all insurance contractual requirements provided by The City of Burlington
- Education with team City Hall on Certificates of Insurance
- Customers against coverages in force prior to preparing project specific certificate issuance
- Handling of Additional Insured & Waiver of Subrogation endorsements with insurance carrier

### Driver Qualification Assessment

- Driver management in Ansay Express
- MVR Authorization was implemented and will continue

### Risk Management Training

- Alan Edwards - provide training as needed to customer service team
- Alan Edwards - provide training as needed to DPW Employees
- EMC team - provide additional training to employees as needed

**Ansay Express : 24/7 access to this portal ensures top of the line protection.**

**Anytime. Anywhere.**

- Electronic Document Availability
- View Policy Information
- Retrieve or Reprint Auto ID cards
- Reissue Certificates of Insurance



## RISK MANAGEMENT INITIATIVES

### EMC Nurse Triage – powered by Medcor

The City of Burlington has reported 77% of their injuries within 24 hours. By comparison, EMC's company-wide reporting within 24 hours is 76%.  
The City's "back to work" rate (returning to work without initial medical treatment) is 45.7%. By comparison, EMC's company-wide "back to work" rate is 40%.

### Workers Compensation Mod Analysis

The City of Burlington losses are slightly higher than expected for municipalities this size. The Ansay team will be working with the City team by implementing loss prevention practices.

### Workers Compensation Claim Analysis

#### Workers Compensation Overview

05/15/2017 to 05/15/2020

Year	Number of Claims	Open	Paid Amount	Reserve Amount	Incurred Amount	Avg Claim Cost
2017	11	0	\$191,469	\$0	\$189,767	\$17,252
2018	12	0	\$12,456	\$0	\$11,071	\$923
2019	14	1	\$63,012	\$0	\$63,012	\$4,500
2020 YTD	28	7	\$26,557	\$38,378	\$65,935	\$2,355
Total	65	8	\$293,494	\$17,500	\$329,785	\$25,030
Average 3YR	12		\$88,979	\$0	\$87,950	\$7,558
Expected	16				\$82,446	\$6,258

**2019-2020 Summary of Premium**

Many changes were conducted throughout this term causing the premiums to increase. These changes include the following:

- Added 5 vehicles
- Added Individual Body Cameras
- Removed 4 “Buildings”
- Added 4 “Buildings”
- Added and updated coverage to Property in the Open
- Added EMT Services
- Added equipment for EMT services

At the 2019 renewal review we recommended to have a professional inspect all City buildings. Austin Engelhardt of AAE Consulting Group, LLC completed this task summer of 2019. The proper changes to either add or remove buildings were completed immediately. The changes to either increase or decrease the building and/or contents coverage is set to take place at the 5/15/2020 renewal.

**2019-2020 Appraisal Analysis**

	2019 Limits	2020 Limits	Increased Limits of:
<i>Building</i>	\$72,702,096	\$86,166,400	\$13,464,304
<i>Contents</i>	\$4,761,740	\$9,023,200	\$4,261,460
<i>Property in Open</i>	\$15,092,770	NA	

## 2020-2021 PREMIUM SUMMARY

<u>Coverage</u>	<u>Expiring Premium</u>	<u>EMC</u>	<u>CIC</u>	<u>CHUBB</u>
Property		\$139,752	\$132,504	Over 10% higher
Equipment Breakdown		Included in Property	\$19,582	
Inland Marine		\$8,459	Included	
General Liability		\$36,383	\$96,522	
Automobile		\$58,134	\$30,022	
Crime		\$1,172	<b>Still Waiting</b>	
Law Enforcement		\$4,538	Included	
EPLI		\$9,629	Included	
Umbrella		\$22,887	Included	
<b>Sub-Total</b>	<b>\$246,728</b>	<b>\$280,954</b>	<b>\$278,630</b>	
Worker's Compensation	\$145,365	\$114,068	\$114,068	
Payroll Experience Modification	\$5,009,882	\$4,260,462	\$4,260,462	
	1.04	1.16	1.16	
<b>Annual Premium</b>	<b>\$392,093</b>	<b>\$395,022</b>	<b>\$392,698</b>	
Dividend Offer*	%15 Flat	%15 Flat	Variable	

\*Dividends by law cannot be guaranteed and must be declared by the Board of Directors.

The EMC 2020 renewal provides a 12% (\$13,464,304) increase in the building exposure and a 50% (\$4,261,460) increase in the contents exposure.

**City of Burlington** | This service plan is intended to be used as a road map designed to reduce overall INSURANCE costs to our Community Service Clients. The plan is flexible and may be adjusted for improvement throughout the year by consensus of the parties.

ANSAY & ASSOCIATES SERVICES	TARGET DATE(S)	RESPONSIBLE PARTY
<p><b>PRE-RENEWAL MEETING</b></p> <ul style="list-style-type: none"> <li>Insurance marketplace update/insurer options</li> <li>Review of previous Ansay Risk Management services &amp; coverage review provided</li> <li>Initiate renewal applications/exposure basis</li> <li>Complete supplemental applications</li> </ul> <hr/> <p><b>Negotiate renewal terms –</b></p> <ul style="list-style-type: none"> <li>Update Exposure Basis</li> <li>Insurance Marketplace Update</li> </ul> <hr/> <p><b>Presentation of renewal terms:</b></p> <ul style="list-style-type: none"> <li>Review terms &amp; conditions (5/15/20 -5/15/21)</li> <li>Rates/Premiums/Deductibles</li> <li>Review coverage highlights (Professional)</li> </ul> <hr/> <p><b>Optional coverages:</b></p> <ul style="list-style-type: none"> <li>Flood</li> <li>Additional Pollution</li> </ul> <hr/> <p><b>Claims review:</b></p> <ul style="list-style-type: none"> <li>Reported Claims (open/closed)</li> <li>Incident Review (potential claims)</li> </ul> <hr/> <p><b>2019 Service Plan Discussion:</b></p> <ul style="list-style-type: none"> <li>Identification of City of Burlington Initiatives</li> <li>Additional Risk Management Services:</li> <li>Nurse Triage (review report)</li> <li>Ansay RiskPro (Need Review?)</li> <li>OccuCare (physical therapy network)</li> <li>HR Connect</li> <li>Employee Benefits</li> <li>Personal Lines</li> <li>Coordination of future meetings with Management Teams</li> <li>Best safety compliance (Alan Edwards)</li> </ul> <hr/> <p><b>Issue binders, Certificates, Auto ID Cards</b></p>	<p><b>2/15/20</b></p> <hr/> <p><b>3/15/20</b></p> <hr/> <p><b>5/1/20</b></p>	<p><b>Corlna Kretschmer</b> <a href="mailto:Corlna.Kretschmer@ansay.com">Corlna.Kretschmer@ansay.com</a> 262.376.3181</p> <p><b>Tony Matera</b> <a href="mailto:Tony.Matera@ansay.com">Tony.Matera@ansay.com</a> 262-376-3248</p> <hr/> <p><b>Kitty Vogt</b> <a href="mailto:Kitty.Vogt@ansay.com">Kitty.Vogt@ansay.com</a> 262-376-3182</p> <hr/> <p><b>Corlna Kretschmer</b> <a href="mailto:Corlna.Kretschmer@ansay.com">Corlna.Kretschmer@ansay.com</a> 262.376.3181</p> <hr/> <p><b>(Ansay Team) &amp; (COB) City of Burlington Team</b></p> 





# MARKETING STRATEGY

2020 – 2021 OVERVIEW



*Given the long-term relationship and the proactive and engaged Risk Management culture of your organization, EMC has agreed to continue to provide a 15% Flat Workers Comp Dividend for the 20/21 term.*

## Outside Carrier Marketing Efforts

Ansay & Associates has marketed CLIENT'S insurance program over the years to the following carriers



Aegis Corporation/Community Insurance Corporation



## Renewal Recommendations:

EMC has been in partnership with City of Burlington as the insurance carrier for over 40 years. With City of Burlington's historical loss performance and relentless commitment to risk management and safety, EMC has been very committed to continuing the partnership. Now that City of Burlington is entering the another year of their partnership, EMC has strategically offered a higher level of digital and online safety and claims management resources to further advance City of Burlington's risk management program.