



**AGENDA**  
**COMMITTEE OF THE WHOLE**

**Tuesday, September 1, 2020**

**6:30 p.m.**

**Common Council Chambers, 224 East Jefferson Street**

**Webinar Link:** <https://us02web.zoom.us/j/83742370640?pwd=MVVaZHGwNXVWaHdldDBnTEIxUFlyQT09>

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

1. **Call to Order - Roll Call**
2. **Citizen Comments:** Telephone Dial: US: (312) 626-6799, Webinar ID: 837-4237-0640
3. **Approval of Minutes** (*B. Grandi*)
  - A. To approve the August 18, 2020 Committee of the Whole Meeting Minutes.
4. **DISCUSSION:**
  - A. A discussion regarding the current Agreement between the City of Burlington and the Burlington Cemetery Board.

5. **RESOLUTIONS:**

- A. **Resolution 5026(22)** - A Preliminary Resolution declaring intent to exercise special assessment powers under §66.0703, Wisconsin Statutes, for reconstruction of sidewalks at various locations.
- B. **Resolution 5027(23)** - To approve a Professional Services Agreement with GrahamSpencer for the City of Burlington's Re-Branding effort.
- C. **Resolution 5028(24)** - To approve a change of Polling Location from Cross Lutheran Church to the Veteran's Terrace, located at 589 Milwaukee Avenue.
- D. **Resolution 5029(25)** - Authorizing the Disposal of two DPW trucks and various small engine equipment through public auction by J.J. Kane Auctioneers.
- E. **Resolution 5030(26)** - To approve Change Order #1 for the 2020 Street Improvement Program.
- F. **Resolution 5031(27)** - To approve a Jurisdictional Transfer Agreement between Wisconsin Department of Transportation, Racine County and the City of Burlington.

6. **ORDINANCES:** None

7. **MOTIONS:** None

- A. **Motion20-982** - To direct Riverview Manor in having their own general liability & workers compensation policy.

8. **ADJOURNMENT** (R. Heft)

*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:** September 1, 2020

**SUBJECT:** MEETING MINUTES - To approve the August 18, 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 August 18, 2020 Committee of the Whole meeting.

**BUDGET/FISCAL IMPACT:**

N/A

**RECOMMENDATION:**

Staff recommends approval of the attached minutes from the August 18, 2020 Committee of the Whole meeting.

**TIMING/IMPLEMENTATION:**

This item is scheduled for final consideration at the September 1, 2020 Common Council meeting.

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**Attachments**

COW Minutes

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

**CITY OF BURLINGTON**  
**Committee of the Whole Minutes**  
**Jeannie Hefty, Mayor**  
**Diahnn Halbach, City Clerk**  
**Tuesday, August 18, 2020**

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

Mayor Hefty called the Committee of the Whole meeting to order via Zoom at 6:30 p.m. Roll Call - Present: Mayor Hefty, Alderman Susan Kott, Alderman Theresa Meyer, Alderman Bob Grandi, Alderman Steve Rauch, Alderman Jon Schultz, Alderman Tom Preusker (arrived at approx. 6:44 p.m.), Alderman Todd Bauman. Excused: Alderman Ryan Heft.

Staff present: City Administrator Carina Walters, City Attorney John Bjelajac, Finance Director Steve DeQuaker, Assistant City Administrator/Zoning Administrator Megan Watkins, Police Chief Mark Anderson, Library Director Joe Davies and Human Resource Manager Jason Corbin.

2. **Citizen Comments:** None

3. **Approval of Minutes** - To approve the August 4, 2020 Committee of the Whole Meeting Minutes. Motion: Alderman Preusker. Second: Alderman Rauch. With all in favor, the motion carried.

4. **DISCUSSION** - A discussion regarding Budget to Actual Report through July 31, 2020.

Director DeQuaker provided an overview of the report and stated that the City should be receiving the final tax payment from County in the amount of \$2M by August 20 and that revenues are running generally well, except for room tax dollars which are running lower than usual due to COVID.

Alderman Preusker questioned the policy of giving room tax dollars to the Chamber of Commerce and Real Racine if room tax revenue is down. DeQuaker responded that 70% of room tax dollars goes to the Chamber and Real Racine no matter what - if the City is getting less so is are they.

Alderman Schultz questioned the dollar amount collected for room tax dollars from Expedia and asked how that money is generated. DeQuaker responded that the dollar amount could be for the entire year and is more than likely from rentals and online hotel bookings. Schultz asked DeQuaker what his overall feel for everything is budget wise. DeQuaker responded that the year-to-date budget is performing as normal but running a little behind compared to 2019 and that it's important to be conservative right now and not spend if not needed. Schultz requested a real-time dashboard if possible.

Alderman Grandi stated that he is happy with the EMS data recap and asked if the revenue shown is revenue billed or revenue collected. DeQuaker responded that it is revenue collected and bills are paid 30-60 days out.

Alderman Rauch inquired about the 3rd Quarter Water & Sewer billing; however Director Riggs was

not in attendance to answer Alderman Rauch's question. Administrator Walters said that a follow-up would be provided.

5. **RESOLUTIONS:**

- A. **Resolution 5025(21)** - To consider approving an Extraterritorial Zoning Certified Survey Map for property located at 31319 Bushnell Road.

Director Watkins provided an overview stating that as part of the City's Extraterritorial Plat Approval Jurisdiction Area, which includes any area within 1.5 miles of the City of Burlington, all divisions and subdivision of land needs to be reviewed by the Plan Commission and Common Council, which enables the City to extend regulations to adjacent land that could affect quality of life within the City.

6. **ORDINANCES:** None

7. **MOTIONS:**

- A. **Motion 20-981** - To approve an application for a Joint Effort Marketing Grant (JEM) for Destination Marketing.

Administrator Walters provided an overview of the JEM Grant for Destination Marketing and stated that staff is seeking support to move forward with a re-branding effort and make a second attempt to file an application for the JEM grant; as the first attempt was denied due to the City not having a professional consultant on board, which is a requirement of the Department of Tourism. Walters stated that Council approved staff to draft an agreement with Graham Spencer at the August 4, 2020 meeting, and will be presented to Council at the September 1, 2020 Committee of the Whole meeting. Walters further stated that if the JEM Grant isn't approved, the contract will have language that will allow the City to step back and review other options.

8. **ADJOURNMENT**

Motion: Alderman Bauman. Second: Alderman Kott. With all in favor, the motion carried, and the meeting was adjourned at 6:57 p.m.

Minutes respectfully submitted by:

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Diahnn C. Halbach  
City Clerk  
City of Burlington



**COMMITTEE OF THE WHOLE**

**ITEM NUMBER 4A**

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**DATE:** September 1, 2020

**SUBJECT: DISCUSSION:** A discussion regarding the current Agreement between the City of Burlington and the Burlington Cemetery Board.

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

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**BACKGROUND/HISTORY:**

In 2015, The City of Burlington and Town of Burlington entered into an open-ended agreement with the Cemetery Board, pursuant to a former Cemetery Board member absconding with cemetery funds. The Cemetery Board has received the portion of the life insurance that was pledged to repay the monies owed to the Cemetery. Per the terms of the Agreement, the Cemetery Board is here to provide financial updates to the City.

This evening staff will briefly outline the conditions of the agreement and the Cemetery Board will outline the financials of the Cemetery. A question needing clarity is, does the City/Town/Cemetery still need the agreement?

**BUDGET/FISCAL IMPACT:**

n/a

**RECOMMENDATION:**

This item is for discussion only.

**TIMING/IMPLEMENTATION:**

This item is for discussion only.

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**Attachments**

2015 Cemetery Agreement

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**A RESOLUTION TO ADOPT AN INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE CITY OF BURLINGTON, THE TOWN OF BURLINGTON  
AND THE BURLINGTON CEMETERY ASSOCIATION REGARDING THE  
BURLINGTON CEMETERY**

**WHEREAS**, the City of Burlington and the Town of Burlington wish to enter into an agreement with the Burlington Cemetery Association to provide support and assistance at the Burlington Cemetery, as outlined in the attached Intergovernmental Agreement; and,

**WHEREAS**, said agreement allows for the joint support and assistance by the City and Town of Burlington on an as-needed basis with lawn maintenance, basic snow plowing, basic road maintenance, promote and encourage donations and cemetery lot sales, engage service clubs or obtain grants for repairs to the garage roof and chapel, basic sign maintenance and basic plumbing start up and winterizing.

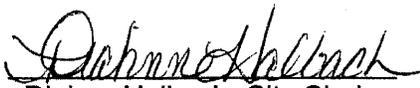
**NOW, THEREFORE, BE IT RESOLVED** that the Common Council of the City of Burlington, Racine County, State of Wisconsin hereby adopts the attached Intergovernmental Agreement between the City of Burlington, Town of Burlington and the Burlington Cemetery Association.

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

Introduced: July 7, 2015  
Adopted: July 21, 2015

  
Robert Miller, Mayor

Attest:

  
Diahnn Halbach, City Clerk

(Draft: 7/6/15)

## INTERGOVERNMENTAL AGREEMENT REGARDING THE BURLINGTON CEMETERY

This agreement ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between:

- a) The CITY OF BURLINGTON, WISCONSIN, being a Wisconsin municipal corporation with its City Hall located at 300 North Pine Street, Burlington, Wisconsin 53105 (hereinafter referred to as the "City"); and
- b) The TOWN OF BURLINGTON, WISCONSIN, being a Town organized under the laws of the State of Wisconsin, with its Town Hall located at 32288 Bushnell Road, Burlington, Wisconsin 53105 (hereinafter referred to as the "Town"); and
- c) The BURLINGTON CEMETERY ASSOCIATION, INC., being a cemetery association organized under Section 157.062 of the Wisconsin Statutes (and/or its predecessor statute(s)), and a Wisconsin not-for-profit corporation, with its offices currently located at the residence of its current Treasurer, Mr. Paul Edwards, CPA, 441 Milwaukee Avenue, Burlington, Wisconsin 53105 (hereinafter referred to as the "Association").

### Introduction

The Burlington Cemetery Association (the "Association") owns and operates a cemetery (the "Cemetery") known as the Burlington Cemetery, and which is located and has the configuration as described in attached Exhibit A.

The Cemetery presently consists of approximately 25.2 acres in total area, with approximately 9.7 acres being located in the City and approximately 15.5 acres located in the Town.

Exhibit A shows an aerial photograph of the Cemetery, and the legal descriptions of the portions of the Cemetery lying within the City of Burlington and the Town of Burlington.

As of the date of this Agreement, the Cemetery has 17 platted (and/or historically recognized) cemetery blocks, with 1,932 lots, as described in attached Exhibit B. Each cemetery lot has a varied number of grave spaces (typically 5 spaces), with each grave space typically capable of being the burial site for two persons. The number of spaces still available for sale is the subject of a future audit of the blocks/lots. The Cemetery also includes an older cemetery area located at the top of the hill on the easterly end of the Cemetery, in the Town of Burlington.

The Association was organized years ago under the provisions of Section 157.062 of the Wisconsin Statutes (or its predecessor statute(s)), and is governed and controlled by a Board of Trustees (the "Association Board") presently consisting of six (6) persons.

The Association has, over the recent years, encountered financial problems that now threaten its continued operations and financial solvency. The City and the Town are willing to provide certain support and assistance to the Association, however, to help the Association to continue to be financially viable. The City and the Town are willing to provide that support and assistance under the terms of this Agreement, and the Association is similarly willing to accept such support and assistance under the terms of this Agreement.

The City and the Town, along with the Association, are accordingly entering into this Agreement for such purposes, and as an intergovernmental agreement under the provisions of Section 66.0301 of the Wisconsin Statutes as the same relate to the City and the Town.

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

1. "Introduction" is Correct. The foregoing "Introduction" is correct, and is hereby incorporated into this Agreement by reference (including Exhibits A and B).

2. Joint City and Town Responsibilities. The City and Town shall, on a shared basis, coordinate with each other (and the Association) to provide the following services (collectively, the "Joint Services") to the Association on an as-needed basis:

- a) Lawn maintenance.
- b) Basic snow plowing during snow events to the Cemetery's main roadways, and additional snow plowing as needed for burials.
- c) Basic road maintenance.
- d) Provision of equipment for these Joint Services.
- e) Work with the Association (i) on promotional material to encourage donations and additional cemetery lot sales, and (ii) to engage the assistance of local service clubs, and other organizations and businesses, and (iii) in obtaining grants and/or other sources of capital funding for repairs to the Chapel.

3. Scope of the Joint Services. The City, the Town, and the Association shall, in good faith, work together and coordinate with each other with respect to the delivery of the Joint Services being undertaken for the Association. The City and Town shall confer with each other, on a regular and periodic basis, to determine and agree upon the type, nature, frequency, scope, and the degree of the Joint Services that each municipality shall then provide to the Association under this Agreement.

This determination made by each of the two municipalities (the City and the Town), however, shall be made in the sole and absolute discretion of each municipality, as determined from time to time by the municipality, with respect to the Joint Services that the municipality will provide under this Agreement. This determination made from time to time by each municipality shall be binding upon all of the parties to this Agreement. (But see below Paragraph No. 9 regarding the possible termination of this Agreement by a party.)

4. Additional City Responsibilities. Subject to the provisions contained in above Paragraph No. 3, the City shall also provide the following additional services to the Association:

- a) Perform all basic sign maintenance at the Cemetery. This would include maintenance of existing signs and the construction of new signs for way-finding purposes.
- b) Provide basic plumbing start-up and winterization for the Cemetery, utilizing the City's licensed plumber and other personnel.

5. Emergency Funding. When and if approved by the City's Common Council (in its sole and absolute discretion) and also by the Town's Board of Supervisors (in its sole and absolute discretion), the City and the Town may elect to provide cash loans and/or cash grants on a shared basis to the Association for the continued operation of the Cemetery. The Association understands and agrees, however, if this is ever done by the City and the Town, it will only occur if no other alternatives are reasonably available to the Association to maintain financial solvency.

6. City and Town Approvals. The Association shall not make any financial expenditure and/or incur any debt other than normal daily operating costs of the cemetery business operations, limited to burial costs (expending burial fees), and utility expense, sexton salary, and insurance

premium(s) as specified in the approved annual budget document, without the prior approval of both the City's Administrator and the Town's Administrator. (The City or Town Administrator may also, if he/she so elects, take steps to obtain Common Council and/or Town Board approval of the matter before consenting to or denying the said above-normal expenditure/debt.)

7. Board of Trustee Positions. The organizational documents of the Association shall, promptly upon the execution of this Agreement by all parties, be amended to provide for the following:

- a) Both the City and the Town shall be provided a Trustee position on the Association's Board of Trustees (i.e. one Trustee position for the City and one Trustee position for the Town). The City's Trustee (the "City Trustee") and the Town's Trustee (the "Town Trustee") shall have the same powers and voting rights as the other Trustees on the Association's Board of Trustees.
- b) Each municipality shall, from time to time, select and designate the person that the said municipality wishes to serve as its Trustee (i.e. the City Trustee and/or the Town Trustee) on the Association's Board of Trustees. The City Trustee can only be appointed to and/or removed from the Association's Board of Trustees by the City (in such manner as the City elects) and the Town Trustee can only be appointed to and/or removed from the Association's Board of Trustees by the Town (in such manner as the Town elects). At the option of the Association, the positions of City Trustee and Town Trustee may be created by the Association by either adding new and additional Trustee positions on the Board of Trustees, and/or in some other manner reconfiguring the makeup of the current Board.

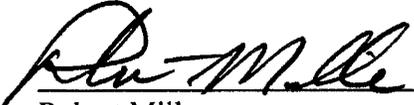
8. Financial Records. The Association shall provide to both the City and the Town:

- a) Quarterly Financial Statements, delineating all revenue and expenses for all funds under the Association's control.
- b) Annual updates on the Cemetery operations and financial performance.
- c) Such further operational and/or financial information whenever requested by either the City and/or the Town.

9. Term of Agreement. This Agreement shall continue in full force and effect unless and until a party to this Agreement elects to terminate this Agreement by giving a written notice of such termination to the other parties at least ninety (90) days prior to the date of the termination stated in the said notice. Upon the effective date of the termination of this Agreement:

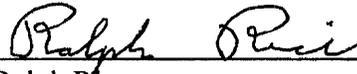
- a) The positions of City Trustee and Town Trustee on the Association's Board of Trustees shall be automatically eliminated from the Board of Trustees; and
- b) The Association shall still continue to be liable and responsible for the timely payment of any loan(s) that the City and/or Town may have made to the Association; and
- c) Any equipment or other personal property owned by the City and/or the Town that is located at the Cemetery and/or is in the possession of the Association shall be returned to the City and/or Town.

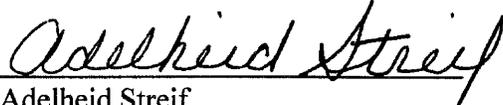
CITY OF BURLINGTON, WISCONSIN

By:   
Robert Miller  
Mayor

Attest:   
Diahnn Halbach  
City Clerk

TOWN OF BURLINGTON, WISCONSIN

By:   
Ralph Rice  
Town Board Chairman

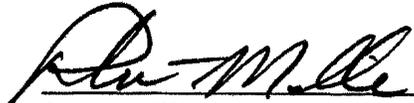
Attest:   
Adelheid Streif  
Town Clerk

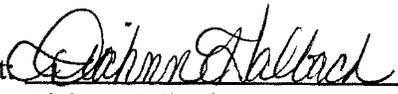
BURLINGTON CEMETERY ASSOCIATION

By: \_\_\_\_\_  
Paul Edwards  
Treasurer

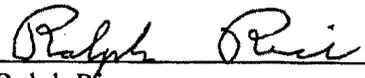
Attest: \_\_\_\_\_  
Beverly R. Gill  
Secretary

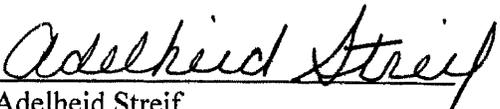
CITY OF BURLINGTON, WISCONSIN

By:   
Robert Miller  
Mayor

Attest:   
Diahnn Halbach  
City Clerk

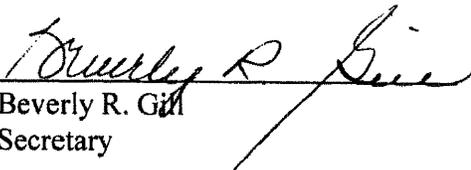
TOWN OF BURLINGTON, WISCONSIN

By:   
Ralph Rice  
Town Board Chairman

Attest:   
Adelheid Streif  
Town Clerk

BURLINGTON CEMETERY ASSOCIATION, INC

By:   
Paul Edwards  
Treasurer

Attest:   
Beverly R. Gil  
Secretary



**DATE:** September 1, 2020

**SUBJECT:** **RESOLUTION 5026(22)** - A Preliminary Resolution declaring intent to exercise special assessment powers under §66.0703, Wisconsin Statutes, for reconstruction of sidewalks at various locations.

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

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**BACKGROUND/HISTORY:**

In 1991, the City Council established a sidewalk replacement program in response to deteriorated sidewalks. The intent of the sidewalk program is to financially assist property owners with a 50/50 cost share program.

By adopting this resolution, this is the first step to consider levying special assessments upon property for the replacement of existing public sidewalks at various locations. The proposed assessments may be paid in cash or in three annual installments with an interest rate which is one-half (.05) percent over the total cost of the improvements.

This process includes a public hearing proposed for September 15, 2020. The final interest rate will be established and stated in the final resolution and noticed with the appropriate assessments.

**BUDGET/FISCAL IMPACT:**

This work was planned and accounted for within the 2020 DPW Streets Budget.

**RECOMMENDATION:**

Staff recommends that the Common Council approve this initial step to exercise Special Assessments for the reconstruction of sidewalks in 2020.

**TIMING/IMPLEMENTATION:**

This item is for discussion at the September 1, 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**

Res 5026(22) Special Assessment\_2020 Sidewalks

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**A PRELIMINARY RESOLUTION DECLARING INTENT TO EXERCISE SPECIAL  
ASSESSMENT POWERS UNDER §66.0703, WISCONSIN STATUTES FOR  
RECONSTRUCTION OF SIDEWALKS AT VARIOUS LOCATIONS**

**BE IT RESOLVED** by the Common Council of the City of Burlington, Racine County and Walworth County, Wisconsin:

1. The Common Council hereby declares its intention to exercise its police power under §66.0703, Wisconsin Statutes and §274-3 of the Code of the City of Burlington, to levy special assessments upon property for benefits conferred upon such property by replacement of portions of existing public sidewalks at the following locations:

<b>HOUSE NUMBER</b>	<b>STREET NAME</b>
989	Cedar Drive
465	W Chestnut Street
348	Church
414	Dale Drive
432	Emerson Street
241 & 249	E Highland Avenue
241	W Jefferson Street
225	N Kane Street
84	McHenry Street
464-466	Northrop
464	Orchard Street
272	Origen Street
273	S Perkins Boulevard
332	Robins Run
518	Tower Street

2. Said improvements are to include sidewalk replacement, and restoration of all disturbed areas; and,
3. The total cost assessed against the abutting properties shall not exceed one-half (1/2) of the total cost of the improvements; and,
4. The City of Burlington will bear one-half (1/2) of the total cost of the improvements; and,
5. The assessments against any parcel may be paid in cash or in three (3) annual installments with interest at a rate which is one-half (0.5) percent over the cost of the funds for the project. This rate shall be established in the final resolution and noticed with assessments; and,

6. The City is directed to prepare an engineering report consisting of:
  - a) Final plans and specifications for said improvements,
  - b) An estimate of the entire cost of the proposed improvements,
  - c) A schedule of the proposed assessments.
  - d) A statement that the property against which the assessments are proposed is benefited.

Upon completion of such report, a copy thereof shall be filed in the City Clerk's office for public inspection; and

7. Upon receiving the report, the City Clerk is directed to prepare a notice stating the nature of the proposed improvement, the general boundary lines of the proposed assessment district, the place and time at which the report may be inspected and the place and time at which all interested persons, or their agents or attorneys, may appear before the Common Council to be heard concerning the matters contained in this resolution and the report. The notice shall be published as Class I notice of a public hearing to be held at least 10 days but not more than 40 days after publication, and mail a copy of said notice at least 10 days before the hearing to every person whose post-office address is known or can be ascertained with reasonable diligence as specified in §66.0703(7), Wisconsin Statutes. The hearing shall be held in the Common Council Chambers in the Courtroom of the Police Department at the time set by the Clerk in accordance with §66.0703(7).

Hearing tentatively set for: Tuesday, September 15, 2020 at 6:30 p.m.

Introduced: September 1, 2020

Adopted:

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Jeannie Hefty, Mayor

Attest:

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Diahnn Halbach, City Clerk



**DATE:** September 1, 2020

**SUBJECT:** RESOLUTION 5027(23) - To approve a Professional Services Agreement with GrahamSpencer for the City of Burlington's Re-Branding effort.

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

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**BACKGROUND/HISTORY:**

During the August 4, 2020 Committee of the Whole meeting, Council President Schultz sought approval from the Committee to allow staff to work with GrahamSpencer in drafting a Professional Services Contract. This evening, staff will outline the elements of the Professional Services Contract.

The City of Burlington would like to engage GrahamSpencer, a branding firm, to conduct thorough research and prepare strategic recommendations to effectively and creatively re-brand our community. To determine our unique position and brand voice, GrahamSpencer will assist the City in identifying its community perception both from stakeholders and visitors to study, communication problems and opportunities with an eye toward defining audience, and target markets and competitive context. It is a largely one-on-one primary review of context, best practices, history and competition and review of (existing) reliable secondary research sources. The work will concentrate on elements of branding within Burlington, (and how it fits into Racine/Walworth Counties), with respect to the opinions, perceptions, misperceptions and biases of its community members, visitors, partners, business owners, neighbors and other key stakeholder audiences. They will audit the City's current brand of Chocolate City, USA, and review the proposed brand of "City of Trails" and the role of outdoor recreation in detail to identify the positioning for Burlington.

The customized phase process completed by GrahamSpencer would include the following:

**GSearch Phase 1. Discovery/Primary & Secondary Research**

**Primary Research**

- City of Burlington board and staff individual interviews
- Regional Tourism Stakeholder Focus Groups and/or individual interviews
- Visitor Individual Interviews

**Secondary Research**

- Review current existing research and strategies (Including, but not limited to the 2016-2018 City of Burlington Strategic Plan, 2016 Burlington Downtown Planning, (WEDC), 2016 Burlington Assessment, Wisconsin Department of Tourism, 2018 Burlington and Waterford Assessment Findings and Suggestions Report, Roger Brooks International, 2019 Branding Committee PowerPoint Presentation)
- Identify Peers/Competitors and engage in detailed audits of competitor and gold standard brand identities, strategies and public positioning
- Engage in detailed audit of Burlington brand identity, strategies and public positioning

**GSearchPhase 2. Analysis, Brand Positioning & Brand Strategy**

The consultant will synthesize all inputs into recommendations for the brand, including how to best launch and implement the brand to create awareness and recognition as well as a fairly detailed plan for strategic communications with regards to different channels/geographic markets, content formats, messaging hierarchy, etc.

- Analysis of all inputs
- Define target cohort markets
- Define target geographic markets (any applicable: city, state, region, national, international)

- Consider competition with eye toward identifying gaps Burlington can fill
- Begin definition of target personas
- Devise communications/positioning strategy with hierarchy of messaging priorities
- Present analysis & outcomes to client for feedback

**Brand Identity Design Phase**

GrahamSpencer will engage in a robust creative design process to develop dynamic brand identity options for your consideration, including::

- Creative concept, design
- Tagline recommendations
- Mockup, Layouts and Presentation
- Color way recommendations
- Typography & Styling
- Post-approval identity finalization

Using research, audits and our extensive experience as brand strategists to fuel the development, the firm will work collaboratively with our advisory committee to narrow the list of brand identities until a final is chosen. The Common Council will be kept apprized through out each step of the process.

**GSearch Brand Identity Validation Research**

The advisory committee may determine that validation research is necessary to validate the research and ensure the choices made will be successful in the long term. This is yet to be determined, as necessary. If necessary, the process would be to return to select members of the original set of *GSearch* respondents with a select group of city brand identity options. In a scripted, structured, in-depth interview environment, the firm would show stakeholders the creative outcomes their earlier participation helped inform and collect their impressions. They would then assimilate the information gathered, to examine and craft final recommendation for City of Burlington stakeholders. An online survey can also be conducted if necessary.

This evening Jay Graham is present to answer any questions.

**BUDGET/FISCAL IMPACT:**

Based on the August 18, 2020 meeting, please note, no work will begin until the City receives notification from the Department of Tourism on the JEM Grant's status. Should the City not receive the JEM Grant, the Common Council may still choose to move forward with the Firm and reduce the scope to meet the 2020 Budget allocation of \$35,000.

**RECOMMENDATION:**

The City received 15 proposals and interviewed four firms and through extensive interviews, the interviewing committee is recommending GrahamSpencer based on their expertise and overall understanding of the scope of work. Staff recommends approval of the Professional Services Agreement with GrahamSpencer.

**TIMING/IMPLEMENTATION:**

This item is for discussion at the September 1, 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**

Resolution 5027(23)  
Professional Services Agreement

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**A RESOLUTION APPROVING AN AGREEMENT WITH GRAHAM SPENCER TO PROVIDE  
BRANDING SERVICES TO THE CITY OF BURLINGTON**

**WHEREAS**, the City of Burlington requires professional assistance to conduct thorough research and prepare strategic recommendations to effectively and creatively re-brand the City of Burlington; and,

**WHEREAS**, the City did advertise a Request for Proposals on April 20, 2020, receiving sixteen proposals; and,

**WHEREAS**, City executive staff and regional tourism partners interviewed four firms on July 9, 2020; and,

**WHEREAS**, the City Administrator, executive staff and regional tourism partners recommend entering into an agreement with Graham Spencer to provide Branding Services to the City of Burlington, Wisconsin.

**NOW, THEREFORE, BE IT RESOLVED** that the Common Council of the City of Burlington, Racine County, State of Wisconsin, approves and agreement with Graham Spencer, attached hereto as Exhibit A, in the not-to-exceed amount of. \$53,900.00

**BE IT FURTHER RESOLVED** that the Council authorizes the Mayor to approve reasonable expenses associated with the study process.

Introduced: September 1, 2020  
Adopted:

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

Attest:

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

AMENDMENT

To the GrahamSpencer, LLC Agreement to Provide  
Branding Services to the City of Burlington, Wisconsin

This amendment (the “Amendment”) is made and entered into by and between the undersigned parties, contemporaneously with the written agreement (the “Agreement”) being entered into by GrahamSpencer, LLC, with the City of Burlington, hereafter described.

1. The Agreement. Attached hereto as Exhibit A is a copy of the Agreement being contemporaneously entered into by the parties to this Amendment, to which this Amendment applies and modifies.

2. The Parties: GrahamSpencer. GrahamSpencer, LLC (hereafter, “GS”), also known as Grahamspencer, LLC, is a limited liability company organized under the laws of the State of Illinois, and has its offices located at 333 Locust Street, Rockford, Illinois 61103. Its sole members are:

- a) William J. Graham  
429 North Chicago Avenue  
Rockford, Illinois 61107
- b) Scott Spencer  
2162 East Feather Gold Court  
Draper, Utah 84020

3. The Parties: City of Burlington, Wisconsin. The City of Burlington, Wisconsin is a city organized under the laws of the State of Wisconsin (hereafter, “City”), with its City Hall located at 300 North Pine Street, Burlington, Wisconsin. Its City Administrator is Ms. Carina Walters.

4. This Amendment. This Amendment is being entered into, and is hereby made a part of the Agreement, for the purpose of further describing the terms and provisions of the services (hereafter, “Services”) that GS will be providing to the City under the Agreement. In the event of any conflict of the provisions of this Amendment with the provisions of the Agreement, the terms and provisions of this Amendment shall control.

5. The Services. The Services that GS shall provide to the City are described in the Agreement, as modified by this Amendment. The core essence of the Services is for GS to create a new “brand”, or community identification, for the City. The provision of these Services by GS to the City is also hereafter referred to as the “Project”.

6. The Agreement Categories. A review of the Agreement shows that it is divided into several component parts, or “Phases”, as well as other segments having different labels. With respect to the segments of the Agreement marked as a “Phase”, the following information is provided, in part, for that Phase (using the nomenclature contained in the Agreement for the said Phase):

- a) GSearch Phase 1, Discovery/Primary & Secondary Research [hereafter, “Phase 1”]  
Estimated Costs: \$7,500.00 - \$9,950.00
- b) GSearch Phase 2, Analysis, Brand Positioning & Brand Strategy [hereafter, “Phase 2”]  
Estimated Costs: \$7,500.00 - \$9,950.00
- c) Brand Identity Design Phase [hereafter, “Phase 3”]  
Creative Concept & Design, Tagline Development, Layout, Presentation:  
\$10,900.00 - \$12,900.00  
Identity Finalization: \$3,500.00  
Total Brand Identity Design Phase Estimated Costs: \$14,400.00 - \$16,400.00

- d) [Optional] GSearch Brand Identity Validation Research [hereafter, “Phase 4”]  
 Stimulus Materials Creation/Preparation: \$2,000.00  
 Validation Research Fees: \$4,500.00 - \$7,500.00  
 Validation Research Total Estimated Cost: \$6,500.00 - \$7,500.00
- e) Brand Guidelines [hereafter, “Phase 5”]  
 Concept Development, Graphic Design, Layout & Presentation: \$6,500.00  
 Final Production for Distribution: \$3,600.00  
 Total Brand Guidelines Estimated Cost: \$10,100.00
- f) Total SOW [Scope of Work] Estimated Costs [hereafter, “Total Cost”]: \$46,000.00  
 - \$53,900.00

7. Capped Payments to GS. GS represents to the City that the ranges of estimated costs for each of the Phases and/or segments of the Agreement described in above Paragraph No. 6 of this Amendment include all of the costs necessary for GS to fully perform and provide the Service(s) to the City in each Phase or segment. In turn, unless the City requests GS to perform further work in excess of the Service(s) described for each Phase or segment, the City shall not be required to pay more than the following amounts of monies to GS, in consideration for GS to fully perform the Service(s) of each Phase or segment:

- a) Phase 1: A maximum payment amount of \$9,950.00.
- b) Phase 2: A maximum payment amount of \$9,950.00.
- c) Phase 3: A maximum payment amount of \$16,400.00.
- d) [Optional work] Phase 4: A maximum payment amount of \$7,500.00.
- e) Phase 5: A maximum payment amount of \$10,100.00.
- f) TOTAL COST: A maximum total Project payment amount of \$53,900.00.

8. Contact Persons. During the course of this Project, the following persons shall be the contact persons for communications to and from the parties:

a) For GS:

William J. Graham (hereafter, "Jay")  
c/o GrahamSpencer, LLC  
333 Locust Street  
Rockford, Illinois 61103

Office telephone: (815)397-4949

Email address: jgraham@grahamspencer.com

Additional telephone: (815)218-4949 (mobile)

b) For the City:

Carina Walters (hereafter, "Carina")  
City Administrator  
City of Burlington  
City Hall  
300 North Pine Street  
Burlington, Wisconsin 53105

Office telephone: (262)342-1180

Email address: cwalters@burlington-wi.gov

Additional telephone: (262)758-3524 (mobile)

9. GS Service Providers. The Services that GS is providing to the City for this Project shall be performed by the following persons (supported by other GS staff members):

a) William J. Graham ("Jay")  
Project Lead  
Co-Creative Director

(815)397-4949 (office)

(815)218-4949 (mobile)

- b) Scott Spencer  
Co-Creative Director

sspencer@grahamspencer.com

(815)218-9494 (mobile)

- c) Sean McClure  
Group Strategy Director

smcclure@grahamspencer.com

(224)310-0962 (mobile)

10. Hourly Rates. Above Paragraph No. 7 describes the maximum amount of monies payable by the City (the “Maximum Payment”) to GS for the Services to be provided by GS to the City under this Agreement. It is, of course, the hope of the City that GS will be able to fully supply those Services to the City under the Maximum Payment amount of monies. To determine if that final result is attained by GS (i.e. the provision of the Services under the Maximum Amount), the Services being provided by GS to the City shall be monitored and calculated using the following billable-hour rates, for each of the following categories (again, using the nomenclature used by GS in the Agreement):

Design, Brand Strategy & Writing Blended Rate: \$150.00/hour

Production, Consulting & Management: \$150.00/hour

Photography/Videography: \$125.00/hour

Technical/Coding: \$125.00/hour

Website Maintenance/Hosting & Other Technical Issues: \$100.00/hour

Travel: \$75.00 per trip (lodging included)

These billing rates shall also be used and applied to any work requested of GS by the City, in a written communication from Carina (the City Administrator), that is outside of the scope of the

Services provided for in the Agreement (such in-scope Services to be provided to the City at no more cost than the Maximum Payment described above).

11. Interim Reports. Carina needs to periodically update the City of Burlington Common Council on the progress of this Project. To this end, and in addition to the final GS written report already described in the Agreement, GS shall assist Carina in preparing an interim report (the “Interim Report”) whenever desired by Carina, at no further cost to the City. Carina shall draft each proposed Interim Report and provide the same to GS for its review and comment. Once the Interim Report is finalized by Carina, with content approved by GS, the said Interim Report shall be made public and given to the Common Council. (This “review and comment” procedure afforded to GS for an Interim Report shall not in any manner, however, preclude or prohibit Carina from making whatever other reports and/or providing whatever other information that Carina may desire to give to the Common Council regarding the Project.)

12. Ownership of the Work Product. Upon the full payment to GS for the work and Services that GS has then to date provided to the City (the “Work Product”), the City shall be the owner of all property rights (including, but not limited to, all intellectual property rights) of the Work Product so created and prepared by GS for the City to such date, as a part of its Services provided to the City. The City may then use such Work Product in any manner as the City may desire.

13. Commencement of the Project. GS shall commence the provision of its Services to the City under this Agreement only after GS receives a written communication (such as an email to Jay) from Carina to so start the said work. (At the time of the signing of this Agreement, the parties agree that the City owes no money to GS, notwithstanding some work already done by GS for this Project.) Concomitantly, and as noted in the last paragraph of the Agreement (Exhibit A),

the City may cancel and terminate this Agreement at any time, with no cause being required, provided that the City pays to GS the monies due GS for its Services provided to the said time of cancelation/termination. GS understands that the City may wait until it receives notification from the State of Wisconsin, as to whether the City has actually received certain grant funds for this Project (such as the JEM Grant), to give notice to GS to start the work on the Project.

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

15. Common Council Approval Required. This Agreement (and this Amendment incorporated into the Agreement) shall not be effective unless and until approved by the City of Burlington Common Council.

16. Contemporaneous, but Singular, Signing. By signing this present Amendment, as outlined below, the parties are hereby signing both this Amendment and the Agreement attached hereto as Exhibit A, in one singular action. (The attached Agreement does not, therefore, have to be signed at its own signature lines. The signing of this Amendment serves that specific purpose.) The Agreement may be so signed by the parties, through the said signing of this Amendment, in counterpart, and with the signatures of the parties signed and then transmitted to each other electronically by email.

Dated and signed effective this \_\_\_\_\_ day of \_\_\_\_\_, 2020

(no matter if actually signed on a different date).

GS:  
GrahamSpencer, LLC

CITY:  
City of Burlington, Wisconsin

By:   
\_\_\_\_\_  
William J. Graham  
Member

By: \_\_\_\_\_  
Jeannie Hefty  
Mayor

Attest: \_\_\_\_\_  
Diahn Halbach  
City Clerk

## CITY OF BURLINGTON: SCOPE OF WORK AND AGREEMENT

GrahamSpencer thanks Carina Walters, the City of Burlington, its partner agencies and volunteer advisory committee for selecting GrahamSpencer to help in your shared quest to conduct research, prepare strategic recommendations and effectively and creatively re-brand your community. We could not be more eager to begin and cannot wait to collaborate with you. Our process has been explained in great detail in the RFP response prepared and submitted, and in ensuing Zoom meetings and phone calls. This document is a simple recitation of the processes we jointly agree GS will move forward with under your supervision as well as to explain our simple terms.

### GSearch Phase 1. Discovery/Primary & Secondary Research

*GSearch* is the proven, proprietary method through which we study our clients' communications problems and opportunities with an eye toward defining audience, target markets and competitive context. It is a largely one-on-one primary review of context, best practices, history and competition and review of (existing) reliable secondary research sources.

At the end of the day, it is about accurate and unique positioning and brand voice. This work will concentrate on elements of branding within Burlington (and how it fits into Racine/Walworth Counties) with respect to the opinions, perceptions, misperceptions and biases of its community members, visitors, partners, business owners, neighbors and other key stakeholder audiences. The final pro forma for this process will be honed and structured alongside your team prior to execution.

Interviews with stakeholders will likely be conducted in a blend of methods, including; in person, over the phone and/or online video conference as desired. In some cases, quantitative data may be collected by strategic online or other survey methods where access to email lists and answers needed are best served through that method. GrahamSpencer has a great deal of experience conducting such research. We always get the necessary insights to inform the strategic and creative results you seek.

Another key aspect of the *GSearch* process is the brand audit. We will audit the City of Burlington brand, visitor industry competitors, and industry gold standards - in detail - to help find the perfect future positioning for Burlington.

We will design your customized process via close consultation with City of Burlington - but it might look something like this:



## **Primary Research**

- City of Burlington board and staff individual interviews
- Regional Tourism Stakeholder Focus Groups and/or individual interviews
- Visitor Individual Interviews

## **Secondary Research**

- Review current existing research and strategies (Including, but not limited to the 2016-2018 City of Burlington Strategic Plan, 2016 Burlington Downtown Planning, (WEDC), 2016 Burlington Assessment, Wisconsin Department of Tourism, 2018 Burlington and Waterford Assessment Findings and Suggestions Report, Roger Brooks International, 2019 Branding Committee PowerPoint Presentation)
- Identify Peers/Competitors and engage in detailed audits of competitor and gold standard brand identities, strategies and public positioning
- Engage in detailed audit of Burlington brand identity, strategies and public positioning

## **GSearch Phase 1 Estimated Costs**

- *GSearch* Phase One: **\$7,500 - \$9,950**

\*\*\*\*

## **GSearch Phase 2. Analysis, Brand Positioning & Brand Strategy**

We will synthesize all inputs into recommendations for your brand, including how to best launch and implement your brand to create awareness and recognition as well as a fairly detailed plan for strategic communications with regards to different channels/geographic markets, content formats, messaging hierarchy, and more...

- Analysis of all inputs
- Define target cohort markets
- Define target geographic markets (any applicable: city, state, region, national, international)
- Consider competition with eye toward identifying gaps Burlington can fill
- Begin definition of target personas
- Devise communications/positioning strategy with hierarchy of messaging priorities
- Present analysis & outcomes to client for feedback



## **GSearch Phase 2 Estimated Costs**

- *GSearch* Phase Two: **\$7,500 - \$9,950**

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## **Brand Identity Design Phase**

GrahamSpencer will engage in a robust creative design process to develop dynamic brand identity options for your consideration, including::

- Creative concept, design
- Tagline recommendations
- Mockup, Layouts and Presentation
- Color way recommendations
- Typography & Styling
- Post-approval identity finalization

Using research, audits and our extensive experience as brand strategists to fuel the development, our team will work collaboratively with your internal stakeholders to narrow the list of brand identities until a final is chosen.

## **Brand Identity Design Fees**

- Creative Concept & Design, Tagline Development, Layout, Presentation: **\$10,900 - \$12,900**
- Identity Finalization: **\$3,500**

**Total Brand Identity Design Phase Estimated Costs: \$14,400 - \$16,400**

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## **GSearch Brand Identity Validation Research**

Validation Research assures our clients do not make subjectively based decisions when selecting key creative elements such as logos, which are intended to have a life span from 10 - 20 years, at least. Validation Research assures the choices you make are more likely to resonate with more people and be more successful in the long run.



Our process will be to return to select members of the original set of *GSearch* respondents with a select group of city brand identity options. In a scripted, structured, in-depth interview environment, we would show stakeholders the creative outcomes their earlier participation helped inform and collect their impressions. We would then assimilate the information we gather, examine it and craft final recommendation for City of Burlington stakeholders. An online survey can also be conducted if we joint agree on its efficacy.

Normally, we show only logos during the Validation phase of identity validation research, but in this case, we might recommend creating a more robust set of visual “stimulus material” to include some applications such as water tower labeling, civic vehicles, letterhead and business cards to paint a picture of brand application for all Validation Research participants.

This process would include:

- Prepare stimulus deck
- Compile list of *GSearch* respondents, arrange interviews
- Conduct in-depth interviews and possible survey
- Compile and analyze results
- Write and deliver report

### **Brand Identity Validation Research Estimated Costs**

- Stimulus Materials Creation/Preparation: **\$2,000**
- Validation Research Fees: **\$4,500 - \$5,500**

**Validation Research Total Estimated Cost: \$6,500 - \$7,500**

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### **Brand Guidelines**

Brand guidelines can take the form of a printed document, webpage or PDF available for download. In any case, our brand guidelines will consider modern-day needs of brand applications such as websites, mobile sizing, social media, types of video and imagery as well as your brand’s tone of voice. Brand guidelines should consider all target audiences and brand engagement touch points.





## TERMS OF AGREEMENT & AUTHORIZATION

Thank you for your trust. All quoted phases are baseline and are subject to change according to client-driven alterations or expanded scope of work. GrahamSpencer operates on a progress billing system; actual fees and expenses are billed either monthly or by project phase. Payments are due within 30 days of issuance of invoices. A service charge of 1.5% per month is applied on past due invoices. Payment of fees and expenses incurred is not contingent upon client acceptance of GrahamSpencer recommendations or deliverable services. Proofreading and fact checking are the exclusive responsibility of the client; neither GrahamSpencer nor its partners/suppliers will accept responsibility for errors in copy, image, video or information or placement thereof. If this project is terminated for any reason by either party before completion, the client is responsible for payment of fees and expenses incurred up to the date of termination. These budgets does not include travel or other related reimbursable expenses except where noted. (Travel is billed @ \$75/hr + out-of-pocket expenses). Photography, illustration, printing and other outside services are not included and to the extent they are required, they will be specified and estimated after the design phase is complete. If these terms meet with your approval, please sign this form and return as our authorization to proceed.

### Submitted By

7.30.2020

\_\_\_\_\_  
Jay Graham, GrahamSpencer

\_\_\_\_\_  
Date

### Authorized By

\_\_\_\_\_  
Carina Walters, City of Burlington

\_\_\_\_\_  
Date



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**COMMITTEE OF THE WHOLE****ITEM NUMBER 5C**

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**DATE:** September 1, 2020**SUBJECT:** **RESOLUTION 5028(24)** - To approve a change of Polling Location from Cross Lutheran Church to the Veteran's Terrace, located at 589 Milwaukee Avenue.**SUBMITTED BY:** Diahnn Halbach, City Clerk

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**BACKGROUND/HISTORY:**

Cross Lutheran Church has been the designated polling location for the First and Second Districts (Wards 1-4), since January 3, 1995. On August 25, 2020, staff received written notice from Cross Lutheran's Church Mission Council President, notifying us that, due to the pandemic, the City of Burlington would not be able to use their facility as a polling location for the remainder of 2020. It was stated in the letter that "this is a temporary decision and Cross Lutheran Church will revisit this in the future. We have every intention of being a location The City of Burlington can count on as a polling location in the years to come."

Beth Reetz, Manager of the Veteran's Terrace, has agreed to allow the use of their facility to be used as a polling location for the First and Second Districts for the November election, and for future elections, if needed. An Accessibility Report was completed and submitted to the Wisconsin Elections Commission, and they have approved the use of the facility as a polling location.

If approved by the Common Council, this change would be effective immediately so that the November 3, 2020 election can be held at the new location. A Postcard Notification will be mailed to all registered voters within these two districts. Information will also be posted on the City's website, social media, and the local newspapers. Change of Polling Location Notices will also be posted on the doors of Cross Lutheran Church, directing voters to the Veteran's Terrace.

**BUDGET/FISCAL IMPACT:**

The City currently pays rent to the polling location facilities in the amount of \$100 per election. However, the Veteran's Terrace will not be charging for the use of their facility, which will reduce this budget item \$200 to \$400 per year depending on the number of elections scheduled for that year.

**RECOMMENDATION:**

Staff recommends approval of this resolution to change polling locations.

**TIMING/IMPLEMENTATION:**

This item is for discussion at the September 1, 2020 Committee of the Whole meeting, and due to timing, is scheduled for final consideration at the same evening Common Council meeting.

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**Attachments**

Res 5028(24) Change of Polling Location\_Cross Lutheran  
Cross Lutheran Church Letter

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**A RESOLUTION ESTABLISHING A POLLING PLACE  
FOR THE CITY OF BURLINGTON**

**WHEREAS**, Section 5.25(3) of the Wisconsin State Statutes sets the criteria of establishing a change to a polling place; and,

**WHEREAS**, Voters of District One (Wards 1-2) and District Two (Wards 3-4) have been voting at the Cross Lutheran Church, 126 Chapel Terrace, since January 3, 1995; and,

**WHEREAS**, due to COVID-19, Cross Lutheran's Church Council has made the decision to not allow their church building to be used as a polling location for the City of Burlington; and,

**WHEREAS**, Veteran's Terrace has agreed to allow the use of their facility as a combined polling location for Wards 1-4 and Wards 5-10.

**BE IT FURTHER RESOLVED THAT**, District One and District 2 polling location has been changed to the Veteran's Terrace, 589 Milwaukee Avenue, Burlington, WI, commencing with the November 3, 2020 Election.

Introduced: September 1, 2020  
Adopted:

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

Attest:

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

## Diahnn Halbach

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**From:** Brent Whiteside <brentw@HorizonRetail.Com>  
**Sent:** Tuesday, August 25, 2020 5:31 PM  
**To:** Diahnn Halbach  
**Cc:** Pastor John Brink (prjohn@cross-church.org)  
**Subject:** Cross Lutheran Church- voting

Good afternoon Diane,

This is a quick email to follow-up our phone conversation this afternoon. This is to officially inform you that Cross Lutheran Church has made the decision to not allow our church building to be used as a polling site for any elections for the remainder of 2020. This was a very difficult decision for our church mission council, as we have a long history of offering our building for this use, and do feel this is an important service we can offer to our community, state and nation.

This decision was made due to the pandemic and took into consideration the safe use of are building for our staff, our parishioners, and the Noah's Ark preschool who are operating out of a large part of our building at the same time the voting would be taking place.

I know this comes at a large inconvenience to The City of Burlington, which we apologize for. We did try to make the decision as expeditiously as possible to give some time to find an alternative location. Please know that this is a temporary decision and Cross Lutheran Church will revisit this in the future. We have every intentions of being a location The City of Burlington can count on as a polling location in the years to come.

We greatly appreciate your understanding in this, and again apologize for the inconvenience this causes.

Sincerely,

Brent Whiteside  
Cross Lutheran Church- Mission Council President



**DATE:** September 1, 2020

**SUBJECT: RESOLUTION 5029(25)** - Authorizing the Disposal of two DPW Trucks and various small engine equipment through public auction by J.J. Kane Auctioneers.

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

**BACKGROUND/HISTORY:**

The Department of Public Works seeks to dispose of two pick up trucks through public auction with J.J. Kane Auctioneers. Truck #510 is a 2008 GMC 3500HD with a plow, salter, and dump body. The estimated auction value is \$11,000. Truck #74 is a 1996 GMC 2500 with a plow and utility body. The estimated auction value is \$3,000. Both of these vehicles have already been replaced.

In addition, the Department seeks to dispose of various small engine tools and equipment including: STIHL HT131 pole saw, STIHL FS200 weed trimmer, STIHL 066 chain saw, STIHL 044 chain saw, STIHL 011AVT chain saw, STIHL MS200T chain saw, Lawn Boy push mower GSV 190 with bagger, Lawn Boy push mower GSV 190 without bagger. These items are old, out of use, damaged, and/or unneeded by the Department. They no longer serve a need as spare parts and auction may result in more value than scrap.

**BUDGET/FISCAL IMPACT:**

These assets will be disposed of through a competitive online auction. The total sale is estimated to generate \$14,000 in revenue for the equipment replacement fund.

**RECOMMENDATION:**

Staff recommends approval of the disposal of two DPW trucks and various small engine equipment through public auction.

**TIMING/IMPLEMENTATION:**

This item is for discussion at the September 1, 2020 Committee of the Whole meeting, and is scheduled for final consideration at the September 15, 2020 Common Council meeting.

**Attachments**

Res 5029(25) Auction Two DPW Trucks

**A RESOLUTION AUTHORIZING THE DISPOSAL OF TWO DPW TRUCKS AND  
VARIOUS SMALL ENGINE EQUIPMENT THROUGH PUBLIC AUCTION BY J.J.  
KANE AUCTIONEERS**

**WHEREAS**, the City of Burlington's Department of Public Works has determined the following fleet and equipment to be surplus and no longer of use to the City; and,

1. Truck #510: 2008 GMC 3500HD with plow, salter, and dump body
2. Truck #74: 1996 GMC 2500 with plow
3. STIHL HT131 pole saw
4. STIHL FS200 string trimmer
5. STIHL 066 chain saw
6. STIHL 044 chain saw
7. STIHL 011AVT chain saw
8. STIHL MS200T chain saw
9. Lawn Boy GSV 190 push mower with bagger
10. Lawn Boy GSV 190 push mower without bagger

**WHEREAS**, the Department of Public Works disposes of surplus equipment through public auction; and,

**WHEREAS**, a public auction allows for disposing of City assets in a competitive and transparent manner that is open to the public; and,

**WHEREAS**, J.J. Kane Auctioneers has successfully provided auction services to public and private agencies for the disposal of fleet and equipment; and,

**NOW, THEREFORE, BE IT RESOLVED** by the Common Council of the City of Burlington that the Director of Public Works is hereby authorized to enter into an agreement with J.J. Kane Auctioneers for the disposal of City owned assets through public auction.

Introduced: September 1, 2020  
Adopted:

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

Attest:

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



**DATE:** September 1, 2020

**SUBJECT:** RESOLUTION 5030(26) - To approve Change Order #1 for the 2020 Street Improvement Program.

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

**BACKGROUND/HISTORY:**

Change Order #1 for the 2020 Street Improvement program contains two items for a total cost of \$51,006.25.

The first item funds the paving work performed at the Milwaukee Ave railroad crossing, in which the Council discussed at it's July 21, 2020 Committee of the Whole meeting. The engineers estimate for this work was \$36,326. Unfortunately asphalt thickness and base conditions necessitated a deeper mill and corresponding additional quantities of asphalt needed to complete the work. The result is a final cost of \$52,304.75. Staff is still comfortable with this price pursuant to this being a separate project that would have necessitated additional road closures and permitting costs.

The second item is a credit for repair work on a traffic signal loop detector damaged as part of spot repairs on Milwaukee Ave. The credit reduces the contract by \$1,298.50.

**BUDGET/FISCAL IMPACT:**

Funding for the 2020 Street Improvement Program was included in the promissory note in the amount of \$598,185. The contract was awarded for \$545,023 and is increased by \$51,006.25 by Change Order #1 to a total of \$596,029.25. This will be offset by a future change order reduction for savings resulting from manhole lining instead of reconstruction at Tower & Amanda.

**RECOMMENDATION:**

Staff recommends approval of Change Order #1 for the 2020 Street Improvement Program.

**TIMING/IMPLEMENTATION:**

This item is for discussion at the September 1, 2020 Committee of the Whole meeting, and is scheduled for final consideration at the September 15, 2020 Common Council meeting.

**Attachments**

- Res 5030(26) Change Order 1 - 2020 Street Program
- Change Order #1 Kapur Memo
- Change Order #1 Kapur Justification
- Change Order #1

**A RESOLUTION APPROVING CONTRACT CHANGE ORDER NUMBER ONE  
WITH THE WANASEK CORPORATION FOR AN INCREASE IN THE CONTRACT  
IN THE AMOUNT OF \$51,006.25**

**WHEREAS**, Resolution 5017(13) approved the award of the bid to The Wanasek Corporation for the 2020 Street Improvement Program for Base Bid of \$545,023.00; and,

**WHEREAS**, the City of Burlington entered into a contract with The Wanasek Corporation for said program; and,

**WHEREAS**, during construction it was determined it was necessary to mill, pave, and install pavement markings on Milwaukee Avenue from Pine Street to the bridge deck at a cost increase of \$52,304.75; and,

**WHEREAS**, repair of a traffic controller loop detector damaged by the contractor on Milwaukee Ave resulted in a credit due to the City in the amount of \$1,298.50; and,

**WHEREAS**, said Change Order Number One for an amount of \$51,006.25 (\$52,304.75 less the credit of \$1,298.50) has been recommended for approval by the City Engineer and the Director of Public Works; and,

**NOW, THEREFORE, BE IT RESOLVED** by the Common Council of the City of Burlington that Change Order Number One is hereby approved in the amount of \$51,006.25.

**BE IT FURTHER RESOLVED** that the City Administrator is hereby authorized and directed to execute Change Order Number One on behalf of the City.

Introduced: September 1, 2020  
Adopted:

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Jeannie Hefty, Mayor

Attest:

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Diahnn Halbach, City Clerk

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## MEMORANDUM TO THE CITY OF BURLINGTON

**To: Peter Riggs**  
**From: Mike Timmers**  
**CC: Greg Governatori**  
**Date: August 11, 2020**  
**Re: Contract Change Order Request #1 for 2020 Burlington Streets Program**

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Attached please find a copy of Contract Change Order #1 and Justification of Price for the **2020 Burlington Street Program** construction project.

This includes additional work requested by the City of Burlington. Work includes: Mill & Pave and placement of Epoxy Pavement Marking on Milwaukee Ave, from Pine St. to the Fox River concrete bridge deck, in conjunction with the CN Railroad construction work and closure, and credit for conduit repair on Milwaukee Ave.

The TOTAL cost of this change order is **\$51,006.25**.

Let me know if you have any questions or comments!

Thank you!

## **2020 Burlington Street Program**

### **Justification of Price for Contract Change Order #1**

I. Item Description:

**Item #1.01 Mill and Pave, Milwaukee Ave:**

Description: Mill and Pave roadway surface on Milwaukee Ave. from Pine St. to Fox River concrete bridge deck, in conjunction with the CN Railroad construction work and closure per City of Burlington request. Work includes; mill and pave of existing roadway and pavement marking for Milwaukee Ave. roadway.

**Item #1.02 Credit for Outdoor Lighting Conduit Repair, Milwaukee Ave:**

Description: This is a deduction of price, or a credit to the project, for a conduit repair completed by Outdoor Lighting and billed to the City. Conduit was hit by contractor during the removal of a concrete patch on Milwaukee Ave. near Wegge Rd.

II. Method of Measurement: Work performed, for the above items, is measured as a lump sum.

II. Basis of Payment: The work under these items, measured as provided above, will be paid for at the contract unit price as stated in the below attached table, which price shall be full compensation for all work herein specified and for all labor, materials, and equipment; and for all cleanup and incidentals necessary to complete the Work in accordance with the Contract and all specifications that apply.

The following is a cost summary for the additional items mentioned above:

Item No.	Description	Unit	Qty	Unit Price	Total Price
1.01	Mill and Pave, Milwaukee Ave.	LS	1	\$ 52,304.75	\$ 52,304.75
1.02	Credit for Outdoor Lighting Conduit Repair	LS	1	\$ (1,298.50)	\$ (1,298.50)
<b>Grand Total – Contract Change Order (Extra Work)</b>					<b>\$51,006.25</b>





**DATE:** September 1, 2020

**SUBJECT:** **RESOLUTION 5031(27)** - To approve a Jurisdictional Transfer Agreement between Wisconsin Department of Transportation, Racine County and the City of Burlington.

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

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**BACKGROUND/HISTORY:**

In 2008 as part of Burlington Bypass project, a Jurisdiction Transfer of STH 142 was approved between Racine County, the Town of Burlington and the City of Burlington. At that time, the City assumed responsibility for the portion of STH 142 that spanned from the city limits at Edgewood Street to the intersection of McCanna Parkway where the roundabout lies. The City has maintained this portion of roadway since 2008.

Upon reviewing the agreement approved in 2008, it was noted that at a future date the City shall annex this portion of roadway into the corporate limits in order to receive state aid for this section; however, to do this would create a Town island, which would include the Burlington Town Hall property. State Statutes prohibit the creation of an island as a result of an annexation. As such, the Jurisdictional Transfer needed to be amended.

The City, Town and Racine County met on several occasions and agreed to have Racine County to accept jurisdiction of this portion of STH 142. As part of this transfer, Racine County would be responsible for all maintenance and repair of the roadway and right-of-way and likewise receive state aid for this section of roadway.

Racine County approved this agreement at their August 11, 2020 County Board meeting.

**BUDGET/FISCAL IMPACT:**

N/A

**RECOMMENDATION:**

Staff recommends approval of the Jurisdictional Transfer Agreement between the Wisconsin Department of Transportation, Racine County and the City of Burlington.

**TIMING/IMPLEMENTATION:**

This item is for discussion at the September 1, 2020 Committee of the Whole meeting, and is scheduled for final consideration at the September 15, 2020 Common Council meeting.

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**Attachments**

Res 5031(27) Jurisdictional Transfer  
Jurisdictional Transfer

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**A RESOLUTION APPROVING A JURISDICTIONAL TRANSFER AGREEMENT BETWEEN  
WISCONSIN DEPARTMENT OF TRANSPORTATION AND RACINE  
COUNTY AND CITY OF BURLINGTON**

**WHEREAS**, Section 84.02(8), Wisconsin Statutes, enables the State to enter into jurisdictional transfer agreements with local units of government, thereby facilitating such alterations in jurisdictional highway systems; and,

**WHEREAS**, this agreement, made and entered into by and between the Wisconsin Department of Transportation, the City of Burlington, and Racine County, provides for the transfer of the jurisdictional responsibility for STH 142 lying between Edgewood Drive and the south right of way limits of the Canadian Railroad to the northerly and westerly limits of the new ramp of STH 11. Said roadway is located in Sections 33 and 34 of Township 3 North, Range 19 East and Sections 3 and 4 of Township 2 North, Range 19; and,

**WHEREAS**, Racine County shall accept jurisdiction of STH 142 for two specific segments of highway that shall be signed as CTH R; and,

**WHEREAS**, that in accordance with Wisconsin Statutes 84.02(3) and 84.02(8), WISDOT and Racine County agree to transfer jurisdictional ownership in perpetuity.

**NOW, THEREFORE, BE IT RESOLVED** by the Common Council does transfer responsibility for the highway described in Exhibit A, attached hereto and entitled "Amendment #1 to Jurisdictional Transfer Agreement #282 between Wisconsin Department of Transportation and Racine County and City of Burlington".

**BE IT FURTHER RESOLVED** that the Council authorizes the Mayor to execute said agreement on behalf of the city and the City Clerk shall provide a copy of this resolution and attachments to the Department of Transportation for execution.

Introduced: September 1, 2020  
Adopted:

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Jeannie Hefty, Mayor

Attest:

---

Diahnn Halbach, City Clerk



**AMENDMENT #1**  
TO  
**JURISDICTIONAL TRANSFER AGREEMENT #282**  
BETWEEN  
**WISCONSIN DEPARTMENT OF TRANSPORTATION**  
AND  
**RACINE COUNTY**  
AND  
**CITY OF BURLINGTON**  
07/13/2020

A change to the Jurisdictional Transfer Agreement # 282, attached; made and entered into by and between the Wisconsin Department of Transportation, hereinafter called the State, Racine County, hereinafter called the County, and City of Burlington, hereinafter call the City, having been proposed, and due notice provided, it was decided that, subject to approval by the DOT Secretary, the following change be approved and adopted:

Pertaining to:

Route Descriptions:

- A. Existing STH 142 beginning at a point 0.06 miles south of Edgewood Street; then, southeasterly approximately to the south right of way limits of the Canadian Pacific Railroad, a distance of approximately 0.75 miles, located in Sections 32 and 33 of Township 3 North, Range 19 East.
- B. Existing STH 142 beginning at south right of way limits of the Canadian Pacific Railroad southeasterly to the northerly and westerly limits of its intersection with the new ramp of STH 11 a distance of approximately 0.60 miles, locate in Sections 3 and 4 of Township 2 North, Range 19 East.

**Revise Section II-The County shall:**

- C. Accept jurisdiction of STH 142 described in **ROUTE DESCRIPTION ITEM A** from WisDOT effective upon the date of execution of this document.
- D. The segment will be signed CTH R
- E. In accordance with Wis. Stat. § 84.02(3) and 84.02(8), the Wisconsin Department of Transportation (DEPARTMENT) and the County of Racine (COUNTY) hereby agree to the following terms for the transfer of jurisdictional ownership of this agreement in perpetuity.
- F. The relevant parties affirm the jurisdictional transfer agreement and amend it in perpetuity.
- G. The effective date of this Jurisdictional Transfer will be the date this document is signed by DEPARTMENT.

**Remove Section III-The City shall:**

- A. Accept jurisdiction of STH 142 described in **ROUTE DESCRIPTION Item A** above on the first November 15<sup>th</sup> after the state has complete the projects listed in IB 1-4.
- B. At a future date(s) after the first November 15<sup>th</sup> after the state has completed the project listed in IB 1-4, accept jurisdiction of STH 142 from the County as described in **ROUTE DESCRIPTION Item B** above, as said sections of STH 142 are annexed into the corporate limits of the City of Burlington.

All other items of Transfer #282 to remain as stated.

APPROVAL

This Agreement is approved and enacted by:

\_\_\_\_\_  
Authorized Signature  
Racine County

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature  
City of Burlington

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature  
Wisconsin Department of Transportation

\_\_\_\_\_  
Date

Attachment: WisDOT Jurisdictional Transfer Agreement #282

**JURISDICTIONAL TRANSFER AGREEMENT**

**BETWEEN**

**WISCONSIN DEPARTMENT OF TRANSPORTATION**

**AND**

**RACINE COUNTY**

**AND**

**CITY OF BURLINGTON**

This agreement, made and entered into by and between the Wisconsin Department of Transportation, hereinafter called the State, and Racine County, hereinafter called the County, and City of Burlington, hereinafter called the City, provides for the transfer of the jurisdictional responsibility for STH 142.

*Whereas*, the Southeastern Wisconsin Regional 2035 Transportation Plan shows the existing route of STH 142 as a local trunk highway, and

*Whereas*, all parties agree and acknowledge the segment of the Canadian Railroad traversing below the bridge of STH 142, that is located in T2 North, Range 19 East, Section 4 Town of Burlington, Racine County and T3 North, Range 19 East, Section 33 Town of Burlington, Racine County is a part of the State of Wisconsin Department of Natural Resources Rails to Trails Program, and

*Whereas*, that at a date in the future, the segment described above could once again become an "active" railroad, and

*Whereas*, Section 84.02(8), Wisconsin Statutes, enables the State to enter into jurisdictional transfer agreements with local units of government, thereby facilitating such alterations in jurisdictional highway systems.

*Now Therefore*, the parties hereto do mutually agree to transfer the jurisdictional responsibility for the highway described below under the conditions described below.

**ROUTE DESCRIPTIONS:**

- A. Existing STH 142 beginning at beginning at a point 0.06 miles south of Edgewood Street; then, southeasterly approximately to the south right of way limits of the Canadian Railroad, a distance of approximately 0.75 miles, located in Sections 32 and 33 of Township 3 North, Range 19 East, City of Burlington.

- B. Existing STH 142 beginning at south right of way limits of the Canadian Railroad southeasterly to the northerly and westerly limits of its intersection with the new ramp of STH 11 a distance of approximately 0.60 miles, located in Sections 3 and 4 of Township 2 North, Range 19 East.

### RESPONSIBILITIES

#### I. The State shall:

- A. Upon approval from The State of Wisconsin Department of Natural Resources, perform conceptual design for the removal of the STH 142 Bridge that is located above the Former Canadian Pacific Railroad that is located in T2 North, Range 19 East, Section 4 Town of Burlington, Racine County and T3 North, Range 19 East, Section 33 Town of Burlington, Racine County and proposed at-grade intersection of the extended McCanna Parkway and STH 142.
- B. Upon consensus of City of Burlington, Town of Burlington and WisDOT, if conceptual design illustrates that with the removal of STH 142 Bridge, the proposed at-grade intersection of the extended McCanna Parkway and STH 142 will meet AASHTO Guidelines in regards to sight-distances will:
1. Complete the design for the removal of the STH 142 Bridge that is located over the Former Canadian Pacific Railroad and proposed at-grade intersection of the extended McCanna Parkway and STH 142.
  2. Remove the STH 142 Bridge that is located over the Former Canadian Pacific Railroad.
  3. If so mandated by The State of Wisconsin Department of Natural Resources, construct a "Box Culvert" so that the Former Canadian Pacific Railroad will have a grade separated crossing with STH 142.
  4. Fund the resurfacing of STH 142, the limits as described in items 1 and 2 above in the Route Description section.

Transfer jurisdiction of the roadway described in items A and B above in Route Description section upon completion of items IB 1-4.

- C. If at a date in the future, the segment of the Canadian Pacific Railroad traversing below the bridge of STH 142, that is located in T2 North, Range 19 East, Section 4 Town of Burlington, Racine County and T3 North, Range 19 East, Section 33 Town of Burlington, Racine County, once again becomes an "active" railroad, will be liable for the reconstruction of any grade separated crossing required by the "Rails-to-Trails" agreement between the Canadian Pacific Railroad and the State of Wisconsin Department of Natural Resources.

- D. Execute this agreement concurrently with the execution of jurisdictional transfer agreement with Town of Burlington with respect to jurisdictional responsibility for STH 11 and STH 36; and the execution of an agreement(s) that City of Burlington will pay for the extension of McCanna Parkway up to the northeasterly turning radius of its intersection with STH 142 if an at-grade intersection is determined to be feasible.

**II. The County shall:**

- A. Accept jurisdiction of STH 142 described in ROUTE DESCRIPTION Item B above on the first November 15<sup>th</sup> after the state has completed the projects listed in IB 1-4.
- B. At a future date(s) after the first November 15<sup>th</sup> after the state has completed the projects listed in IB 1-4, the County shall transfer jurisdiction of STH 142 from the County to the City, as described in ROUTE DESCRIPTION Item B above, as said sections of STH 142 are annexed into the corporate limits of the City of Burlington.

**III. The City shall:**

- A. Accept jurisdiction of STH 142 described in ROUTE DESCRIPTION Item A above on the first November 15<sup>th</sup> after the state has completed the projects listed in IB 1-4.
- B. At a future date(s) after the first November 15<sup>th</sup> after the state has completed the project listed in IB 1-4, accept jurisdiction of STH 142 from the County as described in ROUTE DESCRIPTION Item B above, as said sections of STH 142 are annexed into the corporate limits of the City of Burlington.

APPROVAL

COPY

This Agreement is approved and enacted by:



Authorized Signature  
City of Burlington  
Robert Miller, Mayor

November 18, 2008  
Date



Authorized Signature  
Wisconsin Department of Transportation

4/01/2009  
Date

COPY

Resolution No. 4282(52)  
Introduced by: Committee of the Whole

**A RESOLUTION APPROVING A JURISDICTIONAL TRANSFER AGREEMENT BETWEEN  
WISCONSIN DEPARTMENT OF TRANSPORTATION AND RACINE  
COUNTY AND CITY OF BURLINGTON**

**WHEREAS**, Section 84.02(8), Wisconsin Statutes, enables the State to enter into jurisdictional transfer agreements with local units of government, thereby facilitating such alterations in jurisdictional highway systems; and,

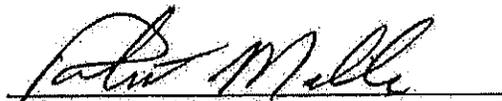
**WHEREAS**, this agreement, made and entered into by and between the Wisconsin Department of Transportation, the City of Burlington, and Racine County, provides for the transfer of the jurisdictional responsibility for STH 142 lying between Edgewood Drive and the south right of way limits of the Canadian Railroad to the northerly and westerly limits of the new ramp of STH 11. Said roadway is located in Sections 33 and 34 of Township 3 North, Range 19 East and Sections 3 and 4 of Township 2 North, Range 19 ; and,

**WHEREAS**, the Southeastern Wisconsin Regional Transportation Plan: STH 142 as revised shows the local arterials; and,

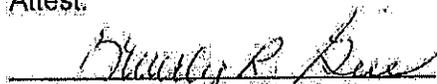
**NOW, THEREFORE, BE IT RESOLVED** by the Common Council of the City of Burlington does accept responsibility for the highway described below under the conditions described in Exhibit A, attached hereto and entitled "Jurisdictional Transfer Agreement between Wisconsin Department of Transportation and Racine County and City of Burlington".

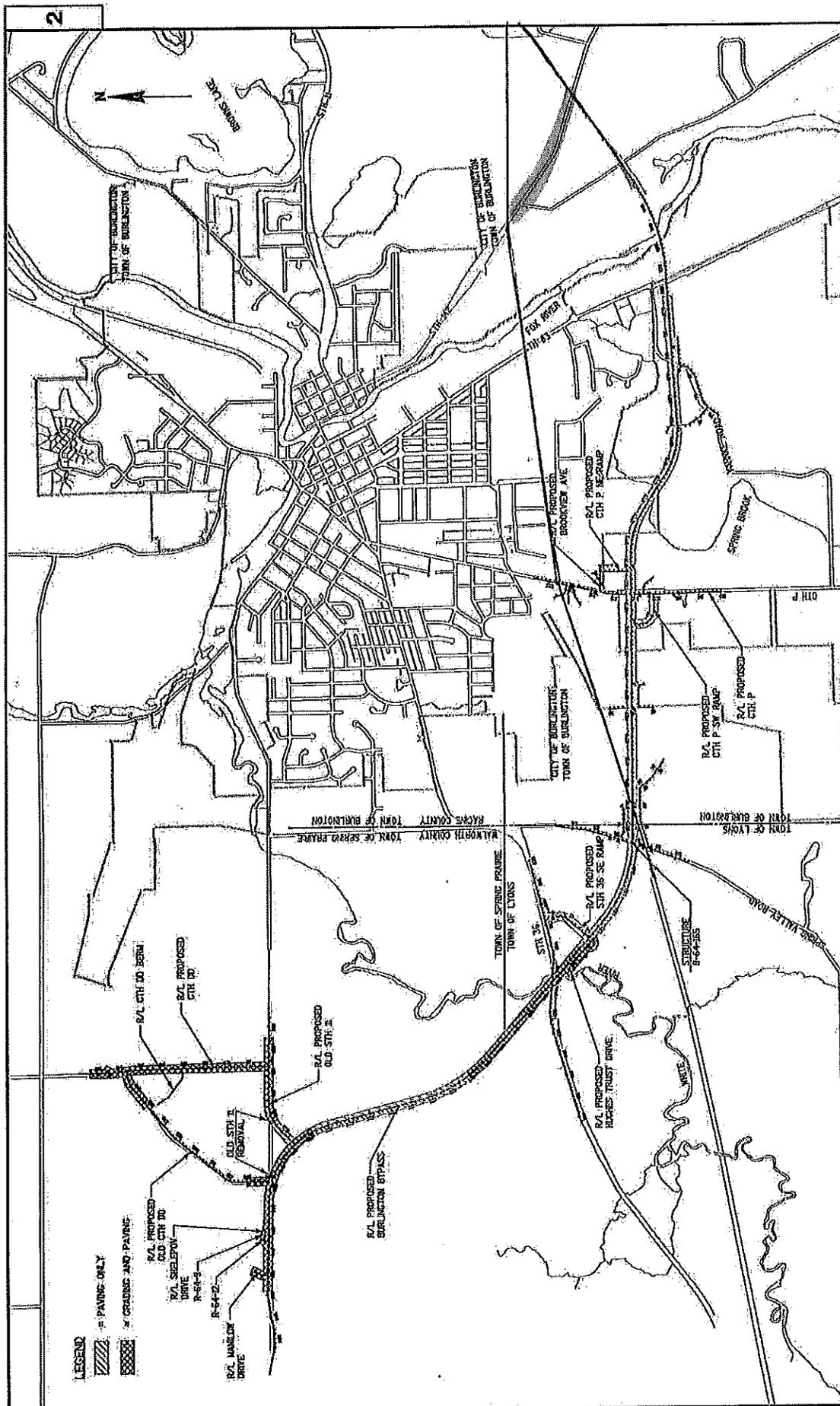
**BE IT FURTHER RESOLVED** that the Council authorizes the Mayor to execute said agreement on behalf of the city and the City Clerk shall provide a copy of this resolution and attachments to the Department of Transportation for execution.

Introduced: November 5, 2008  
Adopted: November 18, 2008

  
Robert Miller, Mayor

Attest:

  
Beverly R. Gill, City Clerk



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**LEGEND**

-  PAVING ONLY
-  CRADING AND PAVING
-  RA1 PROPOSED OLD CTH 10
-  RA1 SKELETON DRIVE R-64-3
-  R-64-2
-  RA1 MAINTENANCE DRIVE
-  RA1 PROPOSED OLD CTH 36
-  RA1 PROPOSED BURLINGTON BYPASS
-  RA1 PROPOSED CTH 10
-  RA1 PROPOSED CTH 36
-  RA1 PROPOSED CTH 38

PROJECT NO: 3180-13-70 COUNTY: WALWORTH / RACINE PROJECT OVERVIEW SHEET PRE 4

FILE NAME: R:\007\007-0000463\_BYPASS\_WORTH\3180-13-70\_P13.PLAN SHEET\ACTUALS\002012.PLT PLT BY: T. MELBY PART SCALE: 1"=400'

HWT: BURLINGTON BYPASS COUNTY: WALWORTH / RACINE PROJECT OVERVIEW SHEET PRE 4

FILE NAME: R:\007\007-0000463\_BYPASS\_WORTH\3180-13-70\_P13.PLAN SHEET\ACTUALS\002012.PLT PLT BY: T. MELBY PART SCALE: 1"=400'



**DATE:** September 1, 2020

**SUBJECT:** MOTION 20-982 - To direct Riverview Manor in having their own general liability & workers compensation policy.

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

**BACKGROUND/HISTORY:**

As staff is continuously reviewing our health, general liability and worker’s compensation insurance policies, staff is recommending that the Common Council direct staff to work with the Housing Authority to establish their own general liability and worker’s compensation insurance policy.

Over the last several years the Common Council has made several changes to include the Pool Board and Senior Center having their own insurance policies. As a matter of best practice, those organizations have their own insurance policies regardless of who is paying for the premiums.

In the case of Riverview Manor, they have historically been under the City’s General Liability and Worker’s Compensation insurance, although they continue to pay their applicable share of premiums under the City's policy.

Riverview Manor has its own Federal Employer Identification Number (FEIN) and supervises operations for which the City does not have direct oversight. The challenge, with Riverview Manor or any other 501c3 or FEIN, is having an otherwise external organization covered under our insurance policies, in turn affecting our rates as our policy accepts their risk. Whereas if they had their own policy, rate adjustments would affect only their own policy and would not affect the City's policy or City's rates.

**BUDGET/FISCAL IMPACT:**

For the 2020 premium, Riverview Manor was invoiced \$6,344, in which they paid. The City is not paying the premium; however, any claims for Riverview Manor would be reflected in the City's premium.

**RECOMMENDATION:**

As a matter of best practice, staff recommends Riverview Manor have their own general liability and worker’s compensation insurance.

**TIMING/IMPLEMENTATION:**

This item is for discussion at the September 1, 2020 Committee of the Whole meeting, and is scheduled for final consideration at the September 15, 2020 Common Council meeting.