



AGENDA
COMMITTEE OF THE WHOLE
Tuesday, December 15, 2015 at 6:30 p.m.
Common Council Chambers - 224 East Jefferson Street

Mayor Robert Miller

Edward Johnson, Alderman, 1st District

John Ekes, Alderman, 1st District

Ruth Dawidziak, Alderman, 2nd District

Bob Grandi, Alderman, 2nd District

Tom Vos, Council President, Alderman, 3rd District

Jon Schultz, Alderman, 3rd District

Thomas Preusker, Alderman, 4th District

Todd Bauman, Alderman, 4th District

Student Representatives:

Shiyue Xie (BHS)

Abigail Sibilski (BHS)

1. Call to Order – Roll Call
2. Citizen comments
3. Approval of minutes for December 1, 2015 (*R. Dawidziak*)
4. **Topic:** Resolution 4759(33) to consider approving a joint resolution of the City of Burlington and the Board of Health for the Central Racine County Health Department to provide for the addition of the City of Burlington as a member municipality to the Board of Health. This item is scheduled for the January 5, 2016 Common Council meeting for final consideration.
5. **Topic:** Resolution 4760(34) to consider approving Task Order Number Ninety-Five with Kapur & Associates to develop and submit an Urban Nonpoint Source Storm Water Management Plan to the Department of Natural Resources (DNR) at a cost of \$121,844.00. This item is scheduled for the January 5, 2016 Common Council meeting for final consideration
6. **Topic:** Resolution 4761(35) to consider authorizing \$450,000 Loan Draw from Fox River State Bank for TIF 5 additional expenses. This item is scheduled for the same night Common Council meeting for final consideration.
7. **Adjourn** (*B. Grandi*)



CITY OF BURLINGTON

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

Committee of the Whole Number: 3	Date: December 15, 2015
Submitted By: Diahnn Halbach, City Clerk	Subject: Meeting Minutes

Details:
Staff recommends approval of the attached Minutes from the December 1, 2015 Committee of the Whole meeting.

Options & Alternatives:
N/A

Financial Remarks:
None.

Executive Action:
Staff recommends that the Common Council approve these Minutes at the December 15, 2015 Committee of the Whole meeting and as a report on the Common Council Agenda.



CITY OF BURLINGTON
Committee of the Whole Minutes
Robert Miller, Mayor
Diahnn Halbach, City Clerk
Tuesday, December 1, 2015

1. Call to Order/Roll Call

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

Also present: City Administrator Carina Walters, City Attorney John Bjelajac, Treasurer and Budget Officer Steven DeQuaker, Director of Administrative Services Megan Watkins, Police Chief Mark Anderson, Fire Chief Perry Howard, DPW Director James Bergles, Building Inspector and Zoning Administrator Gregory Guidry, and Tom Foht of Kapur and Associates.

2. Citizens Comments and Questions

None

3. Approval of Minutes from November 17, 2015

A motion was made by Dawidziak with a second by Johnson to approve the minutes from November 17, 2015. With all in favor, the motion carried to approve the minutes.

4. Topic: Resolution 4758(32) to consider adopting the 2016 Annual Budget for the city of Burlington.

Mayor Miller introduced Resolution 4758(32) and then opened it up for discussion.

There was no discussion.

5. Topic: Motion 15-824 to consider approving a Certificate of Appropriateness and Sign Permit in the Historic Preservation Overlay District for 581 N. Pine Street.

Mayor Miller introduced Motion 15-824 and then opened it up for discussion.

Schultz inquired if the ordinance for these type of sign permits could be changed so that Council would not have to approve something that has already been approved by the Historical Preservation Committee. Walters replied that staff was already looking into the sign ordinance to determine what changes could be made.

6. Topic: Motion 15-825 to authorize the City Administrator to appoint James Bergles as Director of the Department of Public Works.

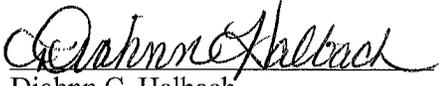
Mayor introduced Motion 15-825 and opened it up for discussion.

There was no discussion.

7. **Adjourn**

A motion was made by Grandi with a second by Preusker to adjourn the meeting. With all in favor, the meeting adjourned at 6:38 p.m.

Minutes respectfully submitted by:



Diahnn C. Halbach
City Clerk
City of Burlington



CITY OF BURLINGTON

Administration Department
300 N. Pine Street, Burlington, WI, 53105
(262) 342-1161 – (262) 763-3474 fax
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Committee of the Whole Number: 4	Date: December 15, 2015
Submitted By: Carina Walters, City Administrator	Subject: <u>Resolution 4759(33)</u> a Joint Resolution of the City of Burlington and the Board of Health for the Central Racine County Health Department providing for the addition of the City of Burlington as a member municipality to the Board of Health

Details:

On January 1, 2015, the City of Burlington entered into a contract with the Central Racine County Health Department (CRCHD) for all health department related services. The communities in which CRCHD serve include Caledonia, Dover, Mt. Pleasant, North Bay, Norway, Raymond, Rochester, Sturtevant, Union Grove, Yorkville, Town and Village of Waterford, Town and City of Burlington. As part of the agreement, a representing member of the City of Burlington has been unable to become a voting member of the Joint Local Board of Health until the Intermunicipal Agreement was amended by the board.

The Intermunicipal Agreement was recently amended and approved by joint resolution of the Local Joint Board of Health and have authorized the addition of Member Municipalities, allowing specific municipalities to become voting members. In order to better represent the City of Burlington, the City has requested to become a Member Municipality. Staff has reviewed the attached Joint Resolution and agrees to the terms and conditions set forth by the Joint Health Department Ordinance governing the municipalities.

This new action does not affect the existing terms and conditions of our agreement, which is set to expire December 31, 2017.

Options & Alternatives: The Common Council has the option to refrain from becoming a voting member.

Financial Remarks: N/A

Executive Action:

This item is for discussion at the December 15, 2015 Committee of the Whole meeting and is scheduled for the January 5, 2016 Common Council meeting for final consideration.

A JOINT RESOLUTION OF THE CITY OF BURLINGTON AND THE BOARD OF HEALTH FOR THE CENTRAL RACINE COUNTY HEALTH DEPARTMENT PROVIDING FOR THE ADDITION OF THE CITY OF BURLINGTON AS A MEMBER MUNICIPALITY TO THE BOARD OF HEALTH

The Common Council for the City of Burlington, Racine County, Wisconsin ("City") and the Board of Health for the Central Racine County Health Department ("Board of Health") resolve as follows:

WHEREAS, Sturtevant, Mount Pleasant, Caledonia and North Bay are villages located in Racine County that entered into a 2010 Intermunicipal Agreement for a joint board of health and joint health department pursuant to Wis. Stat. Sections 66.0301, 251.02(3r) and 251.09 which provide for the establishment, governance, financing and management of a joint local board of health and joint local health department to provide health services; and

WHEREAS, these same parties amended the Intermunicipal Agreement in 2013 to, among other things, clarify the procedure for providing representation on the Board of Health for other municipalities that request and are permitted to enter into the Intermunicipal Agreement with the above villages; and

WHEREAS, under the new Intermunicipal Agreement, the Board of Health is authorized to add additional Member Municipalities by joint resolution of the Board of Health and a requesting municipality that incorporates the terms and conditions of the Intermunicipal Agreement, and that further requires adoption of the Joint Health Department Ordinance governing the municipalities; and

WHEREAS, the Village of Union Grove and Town of Waterford have become member municipalities under the 2013 Intermunicipal Agreement; and

WHEREAS, the City adopted the current version of the Joint Health Department Ordinance in 2014, and is prepared to take up any amended versions of the ordinance for adoption as needed at future meetings; and

WHEREAS, the City approved the terms and conditions of the attached Intermunicipal Agreement in 2014.

NOW, THEREFORE, BE IT RESOLVED that the City hereby requests to become a Member Municipality within the meaning of the Intermunicipal Agreement, as set forth in Exhibit A, which is incorporated herein by reference.

BE IT FURTHER RESOLVED that the City approves, and hereby agrees to be bound by the terms and conditions of the Intermunicipal Agreement, as well as enjoy the rights contained therein.

BE IT FURTHER RESOLVED that the Board of Health, as authorized by the attached Intermunicipal Agreement, hereby accepts the City of Burlington as a Member Municipality of the Central Racine County Board of Health, and authorizes the City's representative to become a full voting member of the Board of Health.

BE IT FURTHER RESOLVED that this agreement may be executed in counterparts, each of which shall be deemed an original.

Introduced this 15th day of December, 2015

Adopted this ____ day of _____, 2016

CITY OF BURLINGTON

BY: _____
Robert Miller, Mayor

Attest: _____
Diahn Halbach, City Clerk

Adopted this ____ day of _____, 2016

**BOARD OF HEALTH FOR CENTRAL RACINE COUNTY
HEALTH DEPARTMENT**

BY: _____
Frances M. Petrick, Chairperson

Attest: _____
Margaret Gesner, Secretary



CITY OF BURLINGTON

Department of Public Works
Streets, Parks & Water Departments
2200 S. Pine St. Burlington, WI, 53105
(262) 539-3770 – (262) 539-3773 fax
www.burlington-wi.gov

Committee of the Whole Item Number: 5	Date: December 15, 2015
Submitted By: Dan Jensen, Public Works Supervisor	Subject: <u>Resolution 4760(34)</u> to consider approving Task Order 95 with Kapur & Associates to develop and submit a storm water management plan to DNR at a cost of \$121,844.

Details: The City of Burlington has become a permitted municipality bound by the requirements of the Wisconsin Pollution Discharge Elimination System (WPDES) permit. The City must now assess the storm water system and develop an urban nonpoint source and storm water management program plan to meet discharge permit requirements. The WPDES permit is similar to what is administered by the DNR for our waste water treatment enterprise fund, but not as narrowly defined. This permit will require guidelines for eliminating pollutants in our storm water discharge but will not specify the treatment methods used.

Kapur and Associates Task Order Number Ninety-Five outlines the scope of services needed to provide the urban nonpoint source and storm water management plan to the City at a cost of \$121,844. The scope of service for this task order includes: field locate all storm sewer catch basin, lift station, discharge outfalls, drainage ponds, exiting storm water structures, rain gardens, storm water ponds, inlets and manhole with survey grade GPS rovers for accurate location; locate and collect profile information for all swales, and ditches conveying storm water to the waters of the State; provide measure down information and storm sewer pipe size concurrence for each structure; provide GIS mapping, and data base with results from field data collection; evaluate the entire storm sewer collection system within the Burlington Urbanized Area utilizing SLAMM modeling software; and complete a Storm Water Management Report to be submitted to the Wisconsin Department of Natural Resources along with the MS4 permit application with recommendations, options, and schedules.

The plan will provide estimated costs of recommended improvements and analysis of fiscal impact on future budgets to meet discharge requirements. The City has received a grant from The DNR for a match of up to 57% of the cost of the plan not-to-exceed \$80,000.

Options & Alternatives:

The city could ask for a waiver from the DNR to try and avoid having to meet their mandate even though it is required that all municipalities over 10,000 in population have a WPDES permit.

Financial Remarks:

The cost of this task order will be taken out of the General Fund. The City of Burlington also received a grant from the DNR that will reimburse 57% of the cost of the storm water management plan up to \$80,000, for an approximate cost to the City of \$52,393.

Executive Action:

This item is for discussion at the December 15, 2015 Committee of the Whole meeting and scheduled for final consideration at the January 5, 2016 Common Council meeting.

**A RESOLUTION APPROVING TASK ORDER NUMBER NINETY-FIVE WITH
KAPUR AND ASSOCIATES, INC. TO PROVIDE CIVIL ENGINEERING SERVICES
FOR THE DESIGN FOR STORM WATER MAPPING AND MODELING FOR THE
CITY OF BURLINGTON IN THE AMOUNT OF \$121,844**

WHEREAS, under Resolution 4664(54), the City of Burlington requested and received financial assistance from the Wisconsin Department of Natural Resources (DNR) under s. 20.370, Wisconsin State Statutes, Chapter NR 151, 153 and 155, Wisconsin Administrative Code, for the purpose of funding urban storm water management planning of nonpoint storm water projects under ss. 281.65 and 281.66, Wisconsin State Statutes; and,

WHEREAS, the scope of service for this task order includes: field locate all storm sewer catch basin, lift station, discharge outfalls, drainage ponds, exiting storm water structures, rain gardens, storm water ponds, inlets and manhole with survey grade GPS rovers for accurate location; locate and collect profile information for all swales, and ditches conveying storm water to the waters of the State; provide measure down information and storm sewer pipe size concurrence for each structure; provide GIS mapping, and data base with results from field data collection; evaluate the entire storm sewer collection system within the Burlington Urbanized Area utilizing SLAMM modeling software; and complete a Storm Water Management Report to be submitted to the Wisconsin Department of Natural Resources along with the MS4 permit application with recommendations, options, and schedules; and,

WHEREAS, said task order is for the not-to-exceed amount of \$121,844 and has been recommended for approval by the Public Works Supervisor; and,

WHEREAS, The City of Burlington has received a grant from the Wisconsin Department of Natural Resources to reimburse up to 57% of the eligible costs to develop the storm water management plan not to exceed \$80,000; and,

WHEREAS, by the Common Council of the City of Burlington Carina Walters, as City Administrator for the City of Burlington acts on its behalf to be the authorized representative.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Burlington that the Task Order Number Ninety-Five is hereby approved for the not-to-exceed amount of \$121,844.

BE IT FURTHER RESOLVED that the City Administrator is hereby authorized and directed to execute Task Order Number Ninety-Five on behalf of the City.

Introduced: December 15, 2015
Adopted:

Robert Miller, Mayor

Attest:

Diahnn Halbach, City Clerk

**TASK ORDER NUMBER #95
CIVIL ENGINEERING SERVICES**

This Task Order is made as of January 5, 2015 under the terms and conditions established in the MASTER AGREEMENT FOR ENGINEERING SERVICES, (the Agreement), between the **City of Burlington (Owner)** and **Kapur & Associates, Inc. (Engineer)**. This Task Order is made for the following purpose:

Provide civil engineering services for storm water mapping and modeling of the City of Burlington. Analyze regulatory limits of suspended solids discharged into waters of the State and provide recommendations, options, schedules, and cost effective analysis for improvements for each pollutant of concern to comply with the municipal separated storm sewer system permit.

Section A. – Scope of Services

Engineer shall perform the following Services:

Mapping Preparation Activities

1. Field locate all storm sewer catch basin, lift station, discharge outfalls, drainage ponds, exiting storm water structures, rain gardens, storm water ponds, inlets and manhole covers. These locations will be field located with survey grade GPS rovers for accurate location. Also locate and collect profile information for all swales, and ditches conveying storm water to the waters of the State. *A portion of this data collection effort may be coordinated with City staff if available to assist.*
2. Provide measure down information and storm sewer pipe size concurrence for each structure. *A portion of this data collection effort may be coordinated with City staff if available to assist.*
3. Provide GIS mapping, and data base with results from field data collection.
4. Evaluate the entire storm sewer collection system within the Burlington Urbanized Area utilizing SLAMM modeling software.
5. Complete a Storm Water Management Report to be submitted to the Wisconsin Department of Natural Resources along with the MS4 permit application. Report shall also include any recommendations, options, and schedules to comply with the municipal separated storm sewer system permit for storm water management measure to bring the City system into compliance for each pollutant of concern.
6. Provide educational materials to the City for newsletters, informational meetings, etc. to fulfill educational requirements within the permit.
7. Estimation of construction costs for recommended improvements and cost effective analysis for improvements needed for budgeting purposes.

8. Complete grant application to obtain construction dollars for any recommended/required infrastructure improvements (item 5 above)

Section B. – Schedule

Engineer shall perform the Scope of Services and deliver the related Documents according to the following schedule:

1. Schedule dependent on final grant approval and start date.
2. Provide “Preliminary Report” to the Department of Public Works for review and comment on or before September 15, 2016.
3. Provide Final Report to the Department of Public Works on or before December 31, 2016.

Section C. – Compensation

In return for the performance of the foregoing obligations, Owner shall pay to Engineer an amount not-to-exceed One Hundred Twenty One Thousand Eight Hundred Forty-Four Dollars (\$121,844.00) payable according to the following terms:

A not-to-exceed amount based on the rates as listed in Attachment A of the Agreement, plus direct expenses. Cost plus services are limited to an agreed maximum figure unless amended.

Engineer may request a change to the billing hours if scope changes, beyond the control of the Engineer, resulting in an extension of the schedule or necessitates a change in personnel.

Compensation for Additional Services (if any) shall be paid by Owner to Engineer according to the hourly billing rates shown in Attachment A (please attach) of the Agreement.

IN WITNESS WHEREOF, the Owner and Engineer have executed the Task Order.

Owner: City of Burlington

Engineer: Kapur & Associates, Inc.

By: _____

By: Thomas W. Foht

Signature: _____

Signature: _____

Title: _____

Title: Associate

Date: _____

Date: _____



CITY OF BURLINGTON

Finance Department

300 N. Pine Street, Burlington, WI 53105
(262) 342-1170 – (262) 342-1178 fax
www.burlington-wi.gov

Committee of the Whole Item Number: 6	Date: December 15, 2015
Submitted By: Steve DeQuaker, City Treasurer	Subject: <u>Resolution 4761(35)</u> to consider adopting a term credit agreement with Fox River State Bank for TIF District 5 Expenditures not to exceed \$450,000.

Details:

This is the final paperwork authorizing Fox River State Bank to loan the City of Burlington a not to exceed amount of \$450,000 for the TIF District 5 expenditures over the 4.5M Bond as discussed in prior Committee of the Whole and Common Council meetings. This loan is a Taxable General Obligation Promissory Note and a non-revolving line of credit with a six month draw.

Debt Payment schedule is attached and reflects full loan amounts.

Loan is scheduled to close on December 17 at 11am.

Expected initial draw will be \$300,000.

Options & Alternatives:

This is the final paperwork for this approved loan. Council could elect to not move forward with the loan and pay for TIF 5 Expenditures over the \$4.5M bond with General Fund dollars.

Financial Remarks:

Debt service for this note is being paid by 15% of the TIF 5 increment as agreed under the developer agreement with Aurora. If the total amount needed is less than the \$450,000, the debt schedule Principal and Interest payments will be recalculated.

Executive Action:

This item was discussed tonight's Committee of the Whole, November 17th Committee of the Whole and Common Council meetings and is placed on the Common Council agenda the same night for consideration.

RECOMMENDED PROCEDURES AND REQUIREMENTS FOR CITY BORROWING ON A NOTE MATURING WITHIN 10 YEARS

[Term Credit Agreement]

(Attached forms should be used for "City" borrowing)

Section 67.12(12) of the Wisconsin Statutes permits cities to borrow on a promissory note or notes, payable within a period not initially exceeding 10 years, for any public purpose (defined to mean the performance of any power or duty of the city), for any general and current municipal expense or to refinance any obligation of the city. The attached forms are designed specifically for non-revolving (1) credit lines. These forms permit the city to borrow from time to time, up to a maximum aggregate amount, rather than in one lump sum.

Such permitted borrowings are subject to the following terms and conditions which are covered by the attached WBA Forms 220T, 220TA, and 220A through 220I all of which must be suitably prepared, executed and delivered to the lender:

- (1) To evidence the indebtedness, the city issues to the lender its interest-bearing note (WBA 220I) payable over an agreed period not exceeding 10 years following the date of issuance of the note. A "balloon" installment is permitted, but it is recommended that some portion of the principal amount be paid each year. The city may refinance the note. See (7) below. The term credit agreement allows the city to borrow up to the amount of the note in multiple advances, and establishes loan procedures and conditions. Note that WBA Form 220TA is an exhibit to the term credit agreement, and should not be executed separately by the city.
- (2) The note and the term credit agreement must be signed by the mayor and city clerk and be sealed with the corporate seal of the city. In the case of a city organized with a city manager form of government under Chapter 64 of the Wisconsin Statutes, the city manager would sign the note instead of the mayor.
- (3) The note is the general obligation of the city.
- (4) Before any such loan is made, the common council must adopt (by majority vote of the members-elect of the Common Council) and record a resolution:
 - (a) Specifying the purpose or purposes and the amount of the loan.
 - (b) Specifying the payments, maturity and the rate of interest. (2)
 - (c) Levying a direct annual irrevocable tax sufficient to pay principal payments on the note, and interest as it becomes due and payable. The tax for each year after receipt of the borrowed money shall become and continue irrevocable and shall be carried into the tax rolls each year and shall be collected as other taxes are collected except that (i) if the note is paid prior to maturity, the still uncollected portions of the tax levied to provide repayment need not be carried into the tax roll; and (ii) the amount of tax carried into the tax roll may be reduced in any year by the amount of any surplus in the debt service account under Section 67.11 of the Wisconsin Statutes.
- (5) The note must include a statement specifying the provisions of the authorizing resolution, or a reference thereto so that the resolution can be readily located.
- (6) The note may provide for prepayment on the terms and conditions prescribed therein.
- (7) The city may refinance the note with the same lender or a different lender. More than one refinancing is permitted, but no refunding note may have a term of more than 10 years or mature more than 20 years after the date of the original note. If refinancing is required, all documentation must be redone with all required municipal authority and a new note issued only upon return of the note being refinanced.
- (8) The debt limitation applicable to cities is 5% of the value of the taxable property located therein as equalized for state purposes. The Certificate of Full Equalized Value [Term Credit Agreement] (WBA 220D) should be obtained and be presented as a part of the closing documents.
- (9) The city is required by Section 67.05(12) of the Wisconsin Statutes to keep a separate record book concerning obligations issued by the city. The city clerk should include in that book a full statement of the proceedings relating to the issuance of the note(s).
- (10) Since most borrowings which utilize these forms are expected to exceed one year in term, the Promissory Note provided (WBA 220I) is in fully-registered form. **NOTE:** The registration provisions contained in these forms impose on the city clerk the obligation to keep a record of the ownership of the note(s) and any subsequent transfers of the note(s). See Resolution [Term Credit Agreement] (WBA 220B). These records must be kept in a separate record book maintained by the city clerk and also must be noted on the registration grid on the back of the note(s). See Promissory Note (WBA 220I).

CHECKLIST — 67.12(12) NOTES

- ✓ 1. Term Credit Agreement - WBA Form 220T
- ✓ 2. Exhibit A to Term Credit Agreement [Promissory Note] - WBA Form 220TA
3. Certificate [Term Credit Agreement] - WBA Form 220A
4. Resolution [Term Credit Agreement] - WBA Form 220B
5. Treasurer's Certificate [Term Credit Agreement] - WBA Form 220C
6. Certificate of Full Equalized Value [Term Credit Agreement] - WBA Form 220D
7. Arbitrage Certificate [Term Credit Agreement] - WBA Form 220E
8. Investment Representation [Term Credit Agreement] - WBA Form 220F
9. Federal Tax Compliance Certificate [Term Credit Agreement] - WBA Form 220G
10. Federal Information Returns [Term Credit Agreement] - WBA Form 220H
11. Promissory Note - WBA Form 220I

- (1) Revolving credit lines are much more complex than straight term credit agreements. Lenders should consult an attorney before setting up such a loan.
- (2) Due to the complexities involved in a variable rate loan to a Municipality, these forms contemplate only fixed rate financing. However, variable rate loans are permitted by Section 67.15 of the Wisconsin Statutes.

CAUTION: It is recommended that lenders seek legal assistance in lending to municipalities as such loans can become complex. It is also recommended that banks consult legal counsel regarding statutory or tax changes which may have occurred since the time these forms were prepared.

**INSTRUCTIONS FOR AND EXPLANATION OF
FEDERAL RETURNS**

[Term Credit Agreement]

*Boxes checked are applicable.
Boxes not checked are inapplicable.
Prepared and intended for use by
commercial banks in transactions
governed by Wisconsin Law.*

The Internal Revenue Code of 1986, as amended, requires that an information report concerning each issue of municipal obligations be filed with the Secretary of the Treasury, as a condition to federal tax exemption. Please note that, although the term "bonds" is used on Forms 8038-G and 8038-GC, an information return is required for all lending transactions covered in the WBA Municipal Transactions Satellite Manual. Under the Internal Revenue Code of 1986, as amended, a "bond" is any obligation of a political subdivision. The form to be filed differs, depending on whether the issue price is under \$100,000 or is \$100,000 or more.

1. For issues of \$100,000 or more, IRS Form 8038-G must be filed.
2. For issues under \$100,000, IRS Form 8038-GC must be filed.

Some points to note:

- (a) A separate Information Return should be filed for each issue.
- (b) The deadline for filing is the 15th day of the second calendar month after the close of the calendar quarter in which the issue is issued. For example, if borrowing is done in January, February or March, the Information Return must be filed no later than the following May 15.
- (c) Alternatively, for issues under \$100,000, a consolidated Form 8038-GC could be filed at the end of the calendar year. However, it is recommended that in all cases the appropriate form 8038-G or 8038-GC be filed promptly upon the closing of the loan.
- (d) The form should be executed by an officer of the Municipality.
- (e) The form should be mailed to the Internal Revenue Service Center, Philadelphia, Pennsylvania 19255.

Although Forms 8038-G and 8038-GC are to be filed by the Municipality, the bank should see to it that the filing is made, since the filing is a condition to exemption from federal income taxation for interest paid on the notes issued by the Municipality.

CAUTION: Please note that the Federal Information Return Forms (8038-G and 8038-GC) are periodically revised and updated by the IRS. Please check the revision date of the form you plan to use and confirm with the IRS that it is current.

TERM CREDIT AGREEMENT

City of Burlington

300 N. Pine St. Burlington, WI 53105

(Name of City)

The above named city ("City") agrees with Fox River State Bank Burlington
("Lender") as follows:

1. **Single Note; Multiple Advances.** City requests that Lender lend to City from time to time such amounts as City may request, in accordance with this Agreement (the "Loan"), and subject to the terms of this Agreement, Lender agrees to lend such amounts up to the aggregate amount advanced of \$ 450,000.00 (the "Credit Limit") in one or more advances before June 30, 2016. City's obligation to repay the Loan shall be evidenced by a promissory note (the "Note") in substantially the form of Exhibit A attached to this Agreement with blanks appropriately filled in and payable to the order of Lender; provided that City shall only be obligated to pay amounts which Lender has advanced. Amounts advanced to City and repaid to Lender may not be reborrowed by City under the Agreement.

2. **Loan Procedures.** City may obtain advances of the Loan under this Agreement by giving Lender at least 5 business days' prior notice of any advance requested, specifying the date and amount of the advance. Lender will make the funds available to City by crediting the amount of the advance to City's account (Account No. _____) with Lender by Cashier's Check payable to City of Burlington

Each advance shall be requested in writing by the City Clerk and/or or City Budget Officer/Treasurer, which request may be conclusively relied upon by Lender. Each advance which is less than the remaining amount available to City under this Agreement shall be in an amount of not less than \$ 1,000.00.

Lender's obligation to make each advance is subject to the further condition that Lender shall have received a certificate signed by City, dated the date of the request for the advance and stating that no event of default has occurred and is continuing or would result from such advance.

3. **Conditions to Loan.** Lender's obligation to make the initial advance of the Loan is subject to the satisfaction of the following conditions:

(a) Lender shall have received the Note (WBA 2201) duly executed by City.

(b) City shall have executed and Lender shall have received:

- Certificate [Term Credit Agreement] - WBA Form 220A
- Resolution [Term Credit Agreement] - WBA Form 220B
- Treasurer's Certificate [Term Credit Agreement] - WBA Form 220C
- Certificate of Full Equalized Value [Term Credit Agreement] - WBA Form 220D
- Arbitrage Certificate [Term Credit Agreement] - WBA Form 220E
- Investment Representation [Term Credit Agreement] - WBA Form 220F
- Federal Tax Compliance Certificate [Term Credit Agreement] - WBA Form 220G

(c) All proceedings taken by City in connection with the Loan and other documents provided to Lender shall be satisfactory to Lender and Lender shall have received copies of all documents reasonably required by it.

4. **Capital Adequacy.** If Lender shall determine that any existing or future law, rule, regulation, directive, interpretation, treaty or guideline regarding capital adequacy (whether or not having the force of law) increases or would increase, from that required on the date of this Agreement, the amount of capital required or expected to be maintained by Lender, or any corporation controlling Lender, and if such increase is based upon the existence of Lender's obligations under this Agreement and other commitments of this type, then from time to time, within ten days after demand from Lender, City shall pay to Lender such amount or amounts as will compensate Lender for expenses or costs required to meet such increased capital requirement. For purposes of calculating the amount of compensation required, Lender, or any corporation controlling Lender, may conclusively be deemed to have maintained the minimum amount of capital required on the date of this Agreement, and may base such compensation on the assumption that Lender (or such corporation) will need to increase its capital from such minimum amount to the new required amount. The determination of any amount to be paid by City under this section shall take into consideration the policies of Lender, or any corporation controlling Lender, with respect to capital adequacy and shall be based upon any reasonable method of attribution. A certificate of Lender setting forth such amount or amounts as shall be necessary to compensate Lender as specified in this section shall be delivered to City and shall be conclusive absent manifest error.

5. **Interest Rate.** City agrees to pay interest to Lender on the unpaid principal balance outstanding from time to time on the Loan in accordance with the Note.

6. **Payment Schedule.** City agrees to pay to Lender the unpaid principal balance and interest in accordance with the Note.

7. **Security Interest.** For the prompt payment of the Note with interest and the levying and collection of taxes sufficient for that purpose, the City irrevocably pledges the full faith, credit and resources of the City.

8. **Default and Acceleration.** Upon the occurrence of any one or more of the following events of default: (a) City fails to pay any amount when due under this Agreement or the Note or under any other instrument evidencing any indebtedness of the City, (b) any representation or warranty made under this Agreement or information provided by City in connection with this Agreement is or was false or fraudulent in any material respect, (c) a material adverse change occurs in City's financial condition, (d) City fails to timely observe or perform any other covenants or duties contained in this Agreement or the Note, or (e) an event of default occurs under the Note; then, at Lenders option, and upon written or verbal notice to City, Lender's obligation to make the Loan under this Agreement shall terminate and the total unpaid balance shall become immediately due and payable without presentment, demand, protest, or further notice of any kind, all of which are hereby expressly waived by City. Lender's obligation to make loans under this Agreement shall automatically terminate and the total unpaid balance shall automatically become due and payable in the event City becomes the subject of bankruptcy or other insolvency proceedings. Lender may waive any default without waiving any other subsequent or prior default. City agrees to pay Lender's costs of administration of this agreement. City also agrees to pay all costs of collection before and after judgment, including reasonable attorneys' fees (including those incurred in successful defense or settlement of any counterclaim brought by City or incident to any action or proceeding involving City brought pursuant to the United States Bankruptcy Code).

9. **Venue.** To the extent not prohibited by law, venue for any legal proceeding relating to enforcement of this Agreement or the Note shall be, at Lender's option, the county in which Lender has its principal office in this state, the county in which City is located, or the county in which this Agreement was executed by City.

10. **Indemnification.** Subject to Section 893.80, Wisconsin Statutes, City agrees to defend, indemnify and hold harmless Lender, its directors, officers, employees and agents, from and against any and all loss, cost, expense, damage or liability (including reasonable attorneys' fees) incurred in connection with any claim, counter claim or proceeding brought as a result of, arising out of or relating to any transaction financed or to be financed, in whole or in part, directly or indirectly, with the proceeds of any loan or the entering into and performance of this Agreement or any document or instrument relating to this Agreement by Lender or the activities of City. This indemnity will survive termination of this Agreement and the repayment of the Loan.

11. **Amendment.** No amendment, modification, termination or waiver of any provision of this Agreement shall in any event be effective unless it is in writing and signed by Lender, and then such waiver or consent shall be effective only in the specific instance and for the specific purposes for which given.

12. **Entire Agreement.** This Agreement, including the Exhibits attached or referring to it and the Note, are intended by City and Lender as a final expression of their agreement and as a complete and exclusive statement of its terms, there being no conditions to the full effectiveness of their agreement except as set forth in this Agreement and the Note.

13. **No Waiver; Remedies.** No failure on the part of Lender to exercise, and no delay in exercising, any right, power or remedy under this Agreement shall operate as a waiver of such right, power or remedy; nor shall any single or partial exercise of any right under this Agreement preclude any other or further exercise of the right or the exercise of any other right. The remedies provided in this Agreement are cumulative and not exclusive of any remedies provided by law.

14. **Notice.** Except as otherwise provided in this Agreement, all notices required or provided for under this Agreement shall be in writing and mailed, sent or delivered, if to City, at any City's last known address as shown on the records of Lender, and if to Lender, at its address shown below, or, as to each party, at such other address as shall be designated by such party in a written notice to the other party. All such notices shall be deemed duly given when delivered by hand or courier, or three business days after being deposited in the mail (including any private mail service), postage prepaid.

15. **Address.** City's address is shown below. City shall notify Lender immediately of a change in City's address.

16. **Persons Bound.** This Agreement shall be binding upon and inure to the benefit of Lender and City and their respective heirs, personal representatives, successors and assigns except that City may not assign or transfer any of City's rights under this Agreement without the prior written consent of Lender.

17. **Interpretation.** The validity, construction and enforcement of this Agreement are governed by the internal laws of Wisconsin. Invalidity of any provision of this Agreement shall not effect the validity of any other provisions of this Agreement.

18. **Other Provisions.** (If no other provisions are stated below, there are no other provisions.)

Dated as of _____

(Name of Lender) (SEAL)

By _____
(Title)

(Lender's Address)

City of Burlington _____ (SEAL)
(Name of City)

By _____
Mayor (or City Manager)

By _____
City Clerk

300 N. Pine St., Burlington WI 53105
(City's Address)

(Impress official or corporate seal, if any)

EXHIBIT A
TO
TERM CREDIT AGREEMENT [WBA 220T]
[Promissory Note]

Boxes checked are applicable.
Boxes not checked are inapplicable.
Prepared and intended for use by
commercial banks in transactions
governed by Wisconsin Law.

No. Res. 4761(35) City of Burlington, WI \$ 450,000.00
NAME
Dated December 17, 2015

1. **Promise to Pay and Payment Schedule.** For value received, the City of Burlington, Racine
County, Wisconsin ("City"), promises to pay to Fox River State Bank Burlington, or registered assigns
("Lender"), the sum of Four Hundred Fifty Thousand
Dollars (\$ 450,000), payable with interest at the rate of See debt payment schedule percent (%) per annum as follows:

[Check (a), (b), (c) or (d); only one shall apply.]

- (a) **Single Payment.** In one payment on _____, PLUS interest payable as set forth below.
- (b) **Installments of Principal and Interest.** In _____ equal payments of \$ _____ due on _____,
and on the same days(s) of each _____ month thereafter every 7th day thereafter every 14th day thereafter,
PLUS a final payment of the unpaid balance and accrued interest due on _____. All payments include
principal and interest.
- (c) **Installments of Principal.** In _____ equal payments of principal of \$ _____ due on _____,
and on the same day(s) of each _____ month thereafter every 7th day thereafter every 14th day thereafter, PLUS a final
payment of the unpaid principal due on _____, PLUS interest payable as set forth below.
- (d) **Other.** See debt payment schedule 1 with rates and payment dates

Principal and interest on this note shall be payable only to the Lender in lawful money of the United States of America at the office of the Lender. The final installment of principal on this note shall be payable only upon presentation and surrender of this note to the City Treasurer.

2. **Interest Payment.** Interest is payable on April 1 2016, and on the same day of each succeeding 6th month thereafter, every 7th day thereafter, every 14th day thereafter, and at maturity, or, if box 1(b) is checked, at the times so indicated. Interest is computed for the actual number of days principal is unpaid on the basis of a 360 day year a 365 day year.

3. **Prepayment.** Full or partial prepayment of this note is not permitted is permitted on any principal or interest payment date without penalty on or after April 1, 2016. All prepayments shall be applied first upon the unpaid interest and then applied upon the unpaid principal in inverse order of maturity.

4. **Other Charges.** If any payment (other than the final payment) is not made on or before the 10th day after its due date, Lender may collect a delinquency charge of 5 % of the unpaid amount. Unpaid principal and interest bear interest after maturity until paid (whether by acceleration or lapse of time) at the rate which would otherwise be applicable plus _____ percentage points of 3.00 % per year, computed on the basis of a 360 day year a 365 day year. City agrees to pay a charge of \$ 30.00 for each check presented for payment under this note which is returned unsatisfied.

5. **Security.** For the prompt payment of this note with interest and the levying and collection of taxes sufficient for that purpose, the full faith, credit and resources of the City are hereby irrevocably pledged.

6. **Transferability.** This note is transferable only upon the records of the City kept for that purpose at the office of the City Clerk, by the Lender in person or its legal representative duly authorized in writing, upon presentation of a written instrument of transfer satisfactory to the City Clerk and upon such transfer being similarly noted hereon. The City may deem and treat the person in whose name this note is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal or interest hereof and for all other purposes.

7. **Terms and Purposes; Authorization.** This note issued under the terms of and for purposes specified in Section 67.12(12), Wisconsin Statutes; and is authorized by a resolution of the Common Council duly adopted by the Council at its open meeting duly convened on December 15, 2015 which resolution is recorded in the official book of its minutes pertaining to said date.

8. **Internal Revenue Code.** This note has been designated by the City as a "qualified tax-exempt obligation" for purposes of Section 265 of the Internal Revenue Code of 1986, as amended. (1)

9. **Certifications and Recitations of City.** It is hereby certified and recited that all conditions, things and acts required by law to exist, to be or to be done prior to and in connection with the issuance of this note have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the City, including this note, does not exceed any limitation imposed by law, and that the City has levied a direct annual irrepealable tax sufficient to pay this note together with interest thereon when and as payable.

THIS NOTE CONTAINS ADDITIONAL PROVISIONS ON PAGE 2.

City of Burlington
Racine, County, Wisconsin.
By _____
MAYOR (OR CITY MANAGER)
By _____
CITY CLERK

(Impress official or corporate seal, if any)

(1) Do not check box if the City will be issuing more than \$10,000,000 of tax-exempt obligations in the calendar year. In that case, lenders will not be entitled to deduct, for federal income tax purposes, interest expense that is allocable to carrying or acquiring the note.

NOTE: Official or corporate seal to be affixed, if any.

10. Default and Enforcement. Upon the occurrence of any one or more of the following events of default: (a) City fails to pay any amount when due under this note or under any other instrument evidencing any indebtedness of City to Lender, (b) any representation or warranty made under this note or information provided by City to Lender in connection with this note is or was false or fraudulent in any material respect, (c) a material adverse change occurs in City's financial condition, (d) City fails to timely observe or perform any of the covenants or duties in this note, (e) an event of default occurs under any agreement securing this note, or (f) Lender deems itself insecure, then the unpaid balance shall, at the option of Lender, without notice, mature and become immediately payable. The unpaid balance shall automatically mature and become immediately payable in the event City becomes the subject of bankruptcy or other insolvency proceedings. Lender's receipt of any payment on this note after the occurrence of an event of default shall not constitute a waiver of the default of the Lender's rights and remedies upon such default.

11. Venue. To the extent not prohibited by law, City consents that venue for any legal proceeding relating to collection of this note shall be, at Lender's option, the county in which Lender has its principal office in this state, the county in which City is located or the county in which this note was executed by City.

12. Obligations and Agreements of City. City agrees to pay all costs of collection before and after judgment, including reasonable attorneys' fees (including those incurred in successful defense or settlement of any counterclaim brought by City or incident to any action or proceeding involving City brought pursuant to the United States Bankruptcy Code) and waive presentment, protest, demand and notice of dishonor. Subject to Section 893.80, Wisconsin Statutes, City agrees to indemnify and hold harmless Lender, its directors, officers and agents, from and under this note or the activities of City. This indemnity shall survive payment of this note. City acknowledges that Lender has not made any representation or warranties with respect to, and the Lender does not assume any responsibility to City for, the collectability or enforceability of this note or the financial condition of City. City has independently determined the collectability and enforceability of this note. City authorizes Lender to disclose financial and other information about City to others.

13. No Waiver; Rights and Remedies of Lender. No failure on the part of Lender to exercise, and no delay in exercising, any right, power or remedy under this note shall operate as a waiver of such right, power or remedy; nor shall any single or partial exercise of any right under this note preclude any other or further exercise of the right or the exercise of any other right. The remedies provided in this note are cumulative and not exclusive of any remedies provided by law. Without affecting the liability of City, Lender may, without notice, accept partial payments, release or impair any collateral security for the payment of this note or agree not to sue any party liable on it. Without affecting the liability of City, Lender may from time to time, without notice, renew or extend the time for payment subject to the time limits prescribed by Section 67.12(12), Wisconsin Statutes.

14. Interpretation. This note is intended by City and Lender as a final expression of this note and as a complete and exclusive statement of its terms, there being no conditions to the enforceability of this note. This note may not be supplemented or modified except in writing. This note benefits Lender, its successors and assigns, and binds City and its successors and assigns. The validity, construction and enforcement of this note are governed by the internal laws of Wisconsin. Invalidity or unenforceability of any provision of this note shall not affect the validity or enforceability of any other provisions of this note.

REGISTRATION PROVISIONS

This note shall be registered in registration records kept by the City Clerk of the City of Burlington Wisconsin, such registration to be noted in the registration blank below and upon said registration records, and this note may thereafter be transferred only upon presentation of a written instrument of transfer satisfactory to the City Clerk duly executed by the Lender or its attorney, such transfer to be made on such records and endorsed hereon.

REGISTRATION

Date of Registration	Name of Lender	Signature of City Clerk
<u>December 1, 2015</u>	<u>Fox River State Bank Burlington</u>	

Boxes checked are applicable.
Boxes not checked are inapplicable.
Prepared and intended for use by
commercial banks in transactions
governed by Wisconsin Law.

EXHIBIT A
RESOLUTION
[Term Credit Agreement]

(Adopted at an Open Meeting held December 15, 2015)

WHEREAS the City of Burlington, Racine County, Wisconsin ("City"), is presently in need of funds up
to a maximum aggregate amount of \$ Four Hundred Fifty Thousand
(\$ 450,000) for public purpose(s) of (1):

Payment of excess expenses related to Tax Increment District 5, "The Aurora Project"

; and

WHEREAS, the Council deems it necessary and in the best interests of the City that, pursuant to the provisions of Section 67.12(12), Wisconsin
Statutes, a sum of up to Four Hundred Fifty Thousand
Dollars (\$ 450,000) be borrowed for such purpose(s) from time to time upon the terms and conditions hereinafter set forth:

NOW, THEREFORE, BE IT RESOLVED, that for the purpose(s) hereinabove set forth the City, by its Mayor (or City Manager), and Clerk, pursuant to
Section 67.12(12), Wisconsin Statutes, borrow from Fox River State Bank Burlington
("Lender"), from time to time, in one or more advances, a maximum aggregate amount of \$ 450,000, or, if less, the
aggregate principal amount of all advances as may be required to meet the above - stated purpose(s);

BE IT FURTHER RESOLVED, that each such advance shall be requested in writing by the City Clerk and/or City Budget Officer/Treasurer
which request may be conclusively relied upon by Lender;

BE IT FURTHER RESOLVED, that to evidence such indebtedness, said Mayor (or City Manager) and City Clerk shall make, execute and deliver to the
Lender for and on behalf of the City the promissory note of the City to be dated December 17, 2015, in said principal amount with interest
at the rate of See debt payment schedule percent (%) per annum and payable as follows:

[Check (a), (b), (c) or (d); only one shall apply.]

- (a) Single Payment. In one payment on , PLUS interest payable as set forth below.
(b) Installments of Principal and Interest (3). In equal payments of \$ due on
and on the same days(s) of each month thereafter every 7th day thereafter every 14th day thereafter,
PLUS a final payment of the unpaid balance and accrued interest due on . All payments
include principal and interest.
(c) Installments of Principal. In equal payments of principal of \$ due on
and on the same day(s) of each month thereafter every 7th day thereafter every 14th day thereafter, PLUS a final
payment of the unpaid principal due on PLUS interest payable as set forth below.
(d) Other. See debt payment schedule 1 with rates and payment dates

Interest is payable on April 1, 2016, and on the same day of each succeeding 6th month
thereafter, every 7th day thereafter, every 14th day thereafter, and at maturity, or, if box (b) is checked, at the times so indicated.

Interest is computed for the actual number of days principal is unpaid on the basis of a 360 day year a 365 day year. (2)

Said interest to be payable on the dates set forth above on the outstanding principal balance, with no prepayment privileges prepayment privi-
leges on any principal or interest payment date on or after April 1, 2016. A copy of the promissory note shall be attached to this
resolution.

(1) Here describe each purpose in detail. If the purpose is meeting general and current municipal expenses or refinancing obligations of the City, so
specify.
(2) Section 67.12(12), Wisconsin Statutes, does not place any restrictions on the basis of interest rate calculations.

BE IT FURTHER RESOLVED, that there be, and there hereby is, levied on all the taxable property of the City, a direct annual irrevocable tax sufficient in amount to pay the principal and interest on said note as the same becomes due and payable, said tax to be in the following minimum amounts: (3)

Amount of Tax (principal and interest)	To Meet Note Payments Due On	Year of Levy (must be in year(s) prior to due date)
\$ 8,184.38	April 1 and October 1 2016	For the year 2015
\$ 10,265.63	April 1, and October 1 2017	For the year 2016
\$ 99,693.75	April 1 and October 1 2018	For the year 2017
\$ 98,324.38	April 1 and October 1 2019	For the year 2018
\$ 97,519.38	April 1 and October 1 2020	For the year 2019
\$ 95,216.88	April 1 and October 1 2021	For the year 2020
\$ 91,478.75	April 1 2022	For the year 2021
\$ _____	_____	For the year _____
\$ _____	_____	For the year _____
\$ _____	_____	For the year _____

If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said note when due, the requisite amount shall be paid from other funds of the City then available, which sums shall be replaced upon the collection of the taxes herein levied.

In the event that the City exercises its prepayment privilege, if any, then no such direct annual tax shall be included on the tax rolls for the prepayments made and the amount of direct annual tax hereinabove levied shall be reduced accordingly for the year or years with respect to which said note was prepaid.

In each of said levy years, the direct annual tax so levied shall be carried into the tax rolls each year and shall be collected in the same manner and at the same time as other taxes of the City for such years are collected; provided, that the amount of tax carried into the tax roll may be reduced in any year by the amount of any surplus in the debt service account for the note. So long as any part of the principal of, or interest on, said note remains unpaid, the proceeds of said tax shall be segregated in a special fund used solely for the payment of the principal of, and interest on, said note.

BE IT FURTHER RESOLVED, that there be and there hereby is established in the treasury of the City, if one has not already been established, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Sinking funds established for obligations previously issued by the City may be considered as separate and distinct accounts within the debt service fund. Within the debt service fund, there be and there hereby is established a separate and distinct account designated as the "Debt Service Account for Promissory Note dated December 17, 2015," which account shall be used solely for the purpose of paying principal of and interest on said note. There shall be deposited in said account any accrued interest paid on said note at the time it is delivered to the Lender, all money raised by taxation or appropriated pursuant hereto, and such other sums as may be necessary to pay principal and interest on said note when the same shall become due.

BE IT FURTHER RESOLVED, that the proceeds of said note shall be used solely for the purposes for which it is issued, but may be temporarily invested until needed in legal investments, provided that no such investment shall be in such a manner as would cause said note to be an "arbitrage bond" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, or the Regulations of the Commissioner of Internal Revenue thereunder; and an officer of the City, charged with the responsibility for issuing the note, shall certify by use of an arbitrage certificate, if required, that, on the basis of the facts, estimates and circumstances in existence on the date of the delivery of the note, it is not expected that the proceeds will be used in a manner that would cause said note to be an "arbitrage bond."

BE IT FURTHER RESOLVED, that the projects financed by the note and their ownership, management and use will not cause the note to be a "private activity bond" within the meaning of Section 141 of the Internal Revenue Code of 1986, as amended, and that the City shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the note.

BE IT FURTHER RESOLVED, that the City Clerk shall keep records for the registration and for the transfer of the note. The person in whose name the note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on the note shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such note to the extent of the sum or sums so paid. The note may be transferred by the registered owner thereof by presentation of the note at the office of the City Clerk, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his legal representative duly authorized in writing. Upon such presentation, the note shall be transferred by appropriate entry in the registration records and a similar notation, including date of registration, name of new registered owner and signature of the City Clerk, shall be made on such note.

BE IT FURTHER RESOLVED, that the note is hereby designated as a "qualified tax-exempt obligation" for purposes of Section 265 of the Internal Revenue Code of 1986, as amended, relating to the ability of financial institutions to deduct from income, for federal income tax purposes, interest expense that is allocable to carrying and acquiring tax-exempt obligations. (4)

BE IT FURTHER RESOLVED, that the City officials are hereby authorized and directed, so long as said note is outstanding, to deliver to the Lender any audit statement or other financial information the Lender may reasonably request and to discuss its affairs and finances with the Lender.

BE IT FURTHER RESOLVED, that said note shall be delivered to the Lender on or after the date of said note, upon receipt of the total principal amount of the loan evidenced thereby, plus accrued interest, if any, to date of delivery, provided that, if this is a refinancing, the refunding note shall be immediately exchanged for the note being refinanced.

- (3) First tax levy should be for the current year unless tax roll has already been delivered for collection, and amount of levy should be sufficient to meet all principal and interest payments coming due prior to date for collection of next succeeding tax levy.
- (4) Do not check box if the City will be issuing more than \$10,000,000 of tax-exempt obligations in the calendar year. In that case, lenders will not be entitled to deduct, for federal income tax purposes, interest expense that is allocable to carrying or acquiring the note.

Boxes checked are applicable.
Boxes not checked are inapplicable.
Prepared and intended for use by
commercial banks in transactions
governed by Wisconsin Law.

CERTIFICATE
[Term Credit Agreement]

STATE OF WISCONSIN }
County of Racine } ss.

I, Diahnn Halbach, do hereby certify to Fox River State Bank Burlington
and any other owner or owners of the note(s) as follows: (NAME OF LENDER)

1. That I am the duly qualified and acting Clerk of the City of Burlington, Racine
County, Wisconsin (hereinafter called the "City") and that I was such at all of the times mentioned in this certificate.

2. That the following are all of the members-elect of the governing body of the City, and were duly qualified and acting as such at all times mentioned
in this certificate:
Mayor Robert Miller, Alderman John Eakes, Alderman Ed Johnson, Alderman Ruth Dawidziak,
Alderman Tom Vos, Alderman Jon Schultz, Alderman Tom Preusker, Alderman Todd Bauman

3. That the following named persons, whose authentic signatures are hereto subscribed, are the duly qualified and acting officers of the City presently
holding the offices set forth opposite their respective name below:

NAME	OFFICE	MANUAL SIGNATURE
<u>Robert Miller</u>	Mayor (or City Manager)	_____
<u>Carina G. Walters</u>	City Administrator	_____
<u>Steven J. DeQuaker</u>	City Treasurer	_____

4. That there is no controversy or litigation pending or threatened affecting the corporate existence of the City, its boundaries, the right or title to office
of any of its officers, or in any manner affecting the due authorization or validity of the borrowings by the City.

5. That at the duly-convened meeting of the Common Council (or City Council) of the City, which is the governing body, held in open session at
Burlington, Wisconsin, at 6:30 o'clock, PM, on the 15th day of December, 2015 at
which 8 of the members-elect were present in person, a resolution authorizing the City to borrow up to the sum of
Four Hundred Fifty Thousand (\$ 450,000) from
Fox River State Bank Burlington, Wisconsin pursuant to Section 67.12(12), Wisconsin Statutes, was duly adopted
by the affirmative vote of 8 of the members present at the meeting; that said resolution has been duly recorded in the minutes and proceedings of
said meeting and is in full force and effect on the date of this certificate; and that a true and correct copy of said resolution is attached hereto, marked
Exhibit A and made a part hereof.

6. That there is attached hereto, marked Exhibit B and made a part hereof, a certificate of the Treasurer of the City certifying that the aggregate
indebtedness and obligations of all kinds of the City outstanding on the date affixed to said certificate, including the maximum aggregate amount of the
note issued in support of which this certificate is executed, total \$ 450,000 (1); that I know said officer and saw him/her execute
said certificate; and that the matters stated therein are true and complete.

7. That the value of all of the taxable property in the City, as equalized for state purposes by the Wisconsin Department of Revenue, is
\$ 825,497,100. (2)

IN WITNESS WHEREOF, I have executed this certificate in my official capacity to be effective this 16th day of December, 2015. (3)

CITY CLERK Diahnn Halbach

Approved as correct:

MAYOR (OR CITY MANAGER)

CITY TREASURER

(1) This aggregate indebtedness must not exceed the restrictions described in paragraph (8) of Instruction sheet.
(2) See Certificate of Full Equalized Value (WBA Form 220D).
(3) This certificate should be dated on the date initial payment for the note is actually received.

Schedule 1 Debt Payment Dates & Rates - Full Draw

Payment Date	Levy Year	Principal	Rate	Interest	Total	Fiscal Total
12/15/2015	<--- draw date	\$ 450,000.00	<--- draw amount			
4/1/2016			2.25%	\$ 3,037.50	\$ 3,037.50	
10/1/2016	2015		2.25%	\$ 5,146.88	\$ 5,146.88	\$ 8,184.38
4/1/2017			2.25%	\$ 5,118.75	\$ 5,118.75	
10/1/2017	2016		2.25%	\$ 5,146.88	\$ 5,146.88	\$ 10,265.63
4/1/2018		\$ 90,000.00	2.25%	\$ 5,118.75	\$ 95,118.75	
10/1/2018	2017		2.50%	\$ 4,575.00	\$ 4,575.00	\$ 99,693.75
4/1/2019		\$ 90,000.00	2.50%	\$ 4,550.00	\$ 94,550.00	
10/1/2019	2018		2.75%	\$ 3,774.38	\$ 3,774.38	\$ 98,324.38
4/1/2020		\$ 90,000.00	2.75%	\$ 3,774.38	\$ 93,774.38	
10/1/2020	2019		3.00%	\$ 2,745.00	\$ 2,745.00	\$ 96,519.38
4/1/2021		\$ 90,000.00	3.00%	\$ 2,730.00	\$ 92,730.00	
10/1/2021	2020		3.25%	\$ 1,486.88	\$ 1,486.88	\$ 94,216.88
4/1/2022		\$ 90,000.00	3.25%	\$ 1,478.75	\$ 91,478.75	
	2021					\$ 91,478.75
		\$ 450,000.00		\$ 48,683.13	\$ 498,683.13	\$ 498,683.13

FEDERAL TAX COMPLIANCE CERTIFICATE [Term Credit Agreement]

Boxes checked are applicable. Boxes not checked are inapplicable. Prepared and intended for use by commercial banks in transactions governed by Wisconsin Law.

City of _____, Wisconsin (the "Municipality")
\$ _____ Promissory Note
Dated _____ (the "Obligations")

The Municipality represents and covenants as follows:

1. None of the proceeds of the Obligations will be used, either directly or indirectly, (a) to make or finance loans to persons other than state and local governments or (b) in any trade or business carried on by any person other than a governmental unit.

2. The Municipality has designated the Obligations as "qualified tax-exempt obligations" for purposes of Section 265 of the Internal Revenue Code of 1986, relating to the ability of financial institutions to deduct, for federal income tax purposes, interest expense allocable to carrying or acquiring municipal obligations.

3. The payment of principal or interest with respect to the Obligations will not be guaranteed, either directly or indirectly, in whole or in part, by the United States or any agency or instrumentality thereof.

4. Any expenditures already paid by the Municipality for which the Municipality is to be reimbursed with proceeds of the Obligations (a) were paid no more than 60 days before the date on which the Municipality adopted the resolution authorizing the issuance of Obligations to finance the projects or stating its intention to reimburse itself from the proceeds of the Obligations for any expenditures relating to the Projects which it paid from other funds of the Municipality prior to receipt of the proceeds of the Obligations ("Original Expenditure"); or (b) are preliminary expenditures relating to the Projects (such as architectural, engineering, surveying, soil testing and similar costs but not including land acquisition, site preparation and similar costs incident to the commencement of construction) which are in an amount which is less than 20% of the issue price of the portion of the Obligations which relates to those Projects; or (c) are in an amount that does not exceed the lesser of \$100,000 or five percent of the face value of the issue.

IN WITNESS WHEREOF, we have executed this certificate in our official capacities to be effective this _____ day of _____ . (7)

NOT APPLICABLE

Mayor (or City Manager)

City Clerk

Treasurer

- (1) The purpose of this certification is to demonstrate that the Obligations are not "private activity bonds." If they are, they are subject to additional requirements and restrictions, if they can be issued on a tax-exempt basis at all. Lenders are advised to obtain legal assistance before proceeding with a loan in such a case. Common examples of arrangements which can result in private activity bond status are the sale or lease of property to private parties, reserved capacity arrangements or other special arrangements regarding sewage treatment facilities, leases or management contracts with respect to hospitals, airports or similar enterprises, or development agreements in tax increment projects.
(2) Subordinate entities include entities deriving their issuing authority from the Municipality or subject to substantial control by the Municipality (e.g., a municipal water or sewerage commission or housing authority).
(3) Private activity bonds (such as "industrial development bonds") do not count toward the \$10,000,000 limitation; however, obligations issued on behalf of 501(c)(3) corporations (commonly hospitals or nursing homes) do count toward the \$10,000,000 limit.
(4) If this certification cannot be made, lenders will not be entitled to deduct, for federal income tax purposes, interest expense that is allocable to carrying or acquiring the Obligations.
(5) This time limitation is extended to 3 years if the aggregate face amount of all tax-exempt bonds or notes issued by the Municipality during the calendar year in which the Obligations are incurred is reasonably expected not to exceed \$5,000,000.
(6) The purpose of this certification is to demonstrate that the Municipality has complied with the federal reimbursement regulations under Section 1.150-2 of the Internal Revenue Code Regulations, as amended. These regulations limit the ability of a municipality to use the proceeds of a tax-exempt borrowing to reimburse itself for expenditures previously made on a project. Generally, these rules apply to construction or acquisition financing; special reimbursement rules apply for refundings. If the Municipality cannot make the certifications contained in this paragraph, consult your attorney.
(7) This certificate should be dated the date that initial payment for the Obligations is actually received.