



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

AGENDA
COMMITTEE OF THE WHOLE

Tuesday, August 7, 2018
6:30 p.m.

Common Council Chambers, 224 East Jefferson Street

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

Student Representatives:
Gabriel King, Burlington High School
Jack Schoepke, Burlington High School

1. **Call to Order - Roll Call**
2. **Citizen Comments**
3. **Approval of Minutes** *(R. Heft)*
 - A. Approval of the July 17, 2018 Committee of the Whole Meeting Minutes.
4. **RESOLUTIONS:**
 - A. **Resolution 4914(16)** - to approve the award of bid to Miller Motors for the purchase of three (3) 2019 Ford Police Interceptor Utility AWD vehicles in the total amount of \$88,038 (plus licenses and titles).
5. **ORDINANCES:**
 - A. **Ordinance 2039(5)** - to amend the Official Traffic Map to add a "No Left Turn" on Milwaukee Avenue at Amanda Street.
6. **MOTIONS:**
 - A. **Motion 18-905** - consideration of approval to changes in the City of Burlington Revolving Loan Fund (RLF) Manual.

- B. **Motion 18-906** - to consider approving a Certificate of Appropriateness for property located at 420, 428, and 436 N. Pine Street (Itzin's Shoes & Repairs).
 - C. **Motion 18-907** - to consider approving a Certificate of Appropriateness for 164 E. Washington Street.
 - D. **Motion 18-908** - to consider approving a Certificate of Appropriateness for 413 N. Pine Street.
 - E. **Motion 18-909** - to amend the Racine County Holding Tank Agreement in order to allow for the Municipal City of Burlington greater oversight of control over the installation of Holding Tanks at the Burlington Airport.
7. **ADJOURNMENT** (*S. Rauch*)

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



COMMITTEE OF THE WHOLE

ITEM NUMBER 3A

DATE: August 7, 2018

SUBJECT: Committee of the Whole Minutes for July 17, 2018.

SUBMITTED BY: Diahnn Halbach, City Clerk

BACKGROUND/HISTORY:

The attached minutes are from the July 17, 2018 Committee of the Whole meeting.

BUDGET/FISCAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval of the attached minutes from the July 17, 2018 Committee of the Whole meeting.

TIMING/IMPLEMENTATION:

This item is scheduled for final consideration at the August 7, 2018 Common Council meeting.

Attachments

COW Minutes



CITY OF BURLINGTON

City Clerk
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CITY OF BURLINGTON
Committee of the Whole Minutes
Jeannie Hefty, Mayor
Diahnn Halbach, City Clerk
Tuesday, July 17, 2018

1. **Call to Order / Roll Call**

Mayor Jeannie Hefty called the meeting of the Common Council to order at 6:30 p.m. starting with roll call. Present: Mayor Hefty, Susan Kott, Theresa Meyer, Bob Grandi, Ryan Heft, Steve Rauch, Jon Schultz, Tom Preusker, Todd Bauman. Excused: None.

Student Representatives Present: None. Excused: Gabriel King and Jack Schoepke.

Also present: City Administrator Carina Walters, City Attorney John Bjelajac, Director of Administrative Services Megan Watkins, Finance Director Steve DeQuaker, Director of Public Works Peter Riggs, Building Inspector Gregory Guidry, Library Director Joe Davies.

2. **Citizen Comments** - There were none.

3. **Approval of Minutes**

A motion was made by Alderman Preusker with a second by Alderman Meyer to approve the June 19, 2018 Committee of the Whole Meeting minutes. With all in favor, the motion carried.

4. **DISCUSSION:**

Discussion regarding the Burlington Senior Center's budget and activities program. (This item was discussed after Motions)

Chairman Mary Poletti, and Administrator Gayle Boydston, from the Senior Center, reported the expenditures and come for the facility, as well as programs and activities that have been planned. Alderman Schultz asked that quarterly discussions with Council continue.

5. **RESOLUTIONS:**

- A. **Resolution 4910(12)** - to approve a contract with M.E. Simpson Company, Inc. for Hydrant Flow Testing for a not-to-exceed price of \$40,040.00

Director Peter Riggs reviewed the background and explained that hydrant flow testing is necessary as it provides important information about water system performance such as system pressure and fire flows. Riggs stated that the City last performed hydrant flow testing in 2006 and that now is an ideal time to test again as Well #11 is back in service and waiting until 2019 would be problematic due to the anticipated standpipe and water tower painting projects. Riggs stated that M.E. Simpson was the lowest bidder and recommended that Council approve this contract.

Alderman Bauman asked if it would be more cost effective if the City did their own testing versus

hiring someone. Riggs responded that because the testing is only performed every 5-10 years, the training and skill required wouldn't be of the same quality as someone who performs this testing on a regular basis.

- B. **Resolution 4911(13)** - granting an easement from the City of Burlington to WIN Properties, LLC for alley property located adjacent 413 and 425 N. Pine Street.

Administrator Walters explained that the City had been approached by Shad Branen of Win Properties, LLC and Wendy Lynch of Bon Bon Belle and Mercantile Hall, to seek use of the public alley behind 413 and 425 N. Pine Street to use as a public outdoor space in association with events hosted at the Mercantile. Walters further explained that Attorney Bjelajac has drafted an easement agreement and that both parties are in agreement with the terms and conditions.

- C. **Resolution 4912(14)** - to consider approving an Agreement between the City of Burlington and Racine County for the acquisition of property located at 617 N. Pine Street.

Administrator Walters reviewed the history stating that during the February 21, 2018 Closed Session meeting, Council directed staff to contact Racine County for the possible acquisition of 617 N. Pine Street due to the severely deteriorated building and to gain control of the property. Walters stated that back taxes have been delinquent since 2011 in the amount of \$58,768.02, but that County has offered to sell the property to the City "as-is" and forgive any back taxes and in turn, the City would hold harmless the County for any liability and agree to reimburse the County \$6,149.59 for special assessments that County previously paid to the City. Walters further stated that if the City should decide to sell the property, then the City would need to reimburse the County to offset the balance of back taxes.

- D. **Resolution 4913(15)** - to amend the City of Burlington Fee Schedule for Mobile Food Vendor Permits.

Director Megan Watkins stated that this resolution coincides with Ordinance 2036(2), which is also to be discussed this evening. Watkins then reviewed the changes to the fee schedule for Mobile Food Vendor Permits and stated that based on comparisons from similar sized communities, \$250 was an average permit fee. Watkins further stated that the permit fee does not include fees associated with the Central Racine County Health Department inspections nor the State of Wisconsin for a Seller's Permit. Watkins also stated that this does not apply to mobile food trucks associated with Special Events.

Alderman Meyer inquired about the potential of trash being left behind and if the ordinance included clean-up or maintenance. Watkins responded that the Ordinance does not contain any fees for violations, however, vendors are required to clean up. Administrator Walters also responded stating that trash and clean up would be monitored and if any issues arise, vendors would be spoken with to discuss what the City's expectations are to hopefully alleviate future issues.

Alderman Preusker responded that he liked the fee and felt it was fair. Preusker then referred to the Ordinance in which it was indicated where food trucks would be allowed and was in favor to the last three bullet points. Alderman Schultz stated that it was discussed at the June 19th meeting that trucks would be only allowed in the office parks at first and wasn't in favor of the trucks being located downtown because of the negative reaction received from the existing downtown restaurants and felt the city should be cognizant of that. Mayor Hefty clarified that food trucks would still be allowed in the downtown area during special events.

Walters responded that if Council felt food trucks should be eliminated from the downtown area and only allowed in the industrial parks unless it was part of a special event, then staff would make that change.

6. **ORDINANCES:**

- A. **Ordinance 2036(2)** - to create a new Section 254-2.1 of the Municipal Code regarding "Mobile Food Vendors".

This item was discussed during the discussion on Resolution 4913(15).

- B. **Ordinance 2037(3)** - to consider a rezone for property at 169 Industrial Drive from M-2, General Manufacturing District to M-2 (PUD), General Manufacturing District with a Planned Unit Development Overlay.

Building Inspector Gregory Guidry explained that the owner of the property is requesting the rezone so that the existing multi-tenant industrial building could be converted to condominium ownership and that a condominium conversion requires a Planned Unit Development (PUD) Overlay District.

Alderman Kott asked if the building was already set up with individual meters for utility use or if that still needs to be done. Richard Torhorst, stated that all of the tenants are metered and pay their own utilities with the exception of water; however the association is billed and then disbursed among the tenants through association fees.

Alderman Preusker raised the issue with fixed costs in which individual users are billed and felt it wasn't fair for a multi-tenant building to share that fixed cost due to a single hook-up. Attorney Bjelajac responded that although fees are regulated by the Public Service Commission, if there is something amiss, it should be looked into but it shouldn't hold up this project.

- C. **Ordinance 2038(4)** - to amend the Official Zoning Map by rezoning 332 Milwaukee Avenue from B-2, Central Business District to Rd-2, Two-Family District.

Inspector Guidry explained that the property owner, Craig Faust, is requesting a rezone to be able to convert the existing commercial business rental unit into a single-family residence, with a Conditional Use Permit. Guidry further stated that the building was originally zoned for residential, but was rezoned when it became a business district.

7. **MOTIONS:**

- A. **Motion 18-903** - to approve Ansay & Associates, LLC as the City of Burlington's Workman's Compensation and General Liability Advisor and pay the remaining seven month balance for the City's insurance premium in the amount of \$299,567.

Administrator Walters reviewed the process used in which staff chose to move to Ansay & Assoc for the City's insurance program and stated that staff's decision was solidified for several reasons, including that the City would have a local representative, that Ansay is willing to be a proactive partner for the best interest of the City, and it will be a smooth transition to the new company. Walters then introduced local representative Corina Kretschmer, and Tony Matera, Public Entity Insurance Advisor. Matera reviewed Ansay's company and services in further detail.

Alderman Grandi asked how long the contract with Ansay would be. Matera responded that it will be a yearly contract.

- B. **Motion 18-904** - to approve the 2017 Annual Audit completed by Sitzberger & Company, S.C.

Director Steve DeQuaker gave a brief overview of the audit process and pointed out that the General Obligation Debt is currently at 2.94% of equalized value, which is well within the 5% allowed by statute. DeQuaker then introduced Brian Snyder of Sitzberger & Company, S.C., to further review the 2017 Annual Audit.

8. **ADJOURNMENT**

A motion was made by Alderman Bauman with a second by Alderman Grandi. With all in favor, the meeting was adjourned at 7:47 p.m.

Minutes respectfully submitted by:

Diahm C. Halbach
City Clerk
City of Burlington



DATE: August 7, 2018

SUBJECT: RESOLUTION 4914(16) - to approve the award of bid to Miller Motors for the purchase of three (3) 2019 Ford Police Interceptor Utility AWD vehicles in the total amount of \$88,038 (plus licenses and titles).

SUBMITTED BY: Mark Anderson, Police Chief

BACKGROUND/HISTORY:

The 2018 Equipment Replacement Fund includes the purchase of three patrol vehicles for the Police Department. The Police Department is recommending the purchase of three 2019 Ford Police Interceptor Utility AWD vehicles based on prior experience regarding their performance, usefulness, and dependability. These models have proven to fit our department's needs as patrol vehicles.

One will replace the department's 2007 minivan that has over 100,240 miles and is beginning to rust. The replacement will serve as an unmarked duty squad and will also be used as needed for transportation for court, training, and investigations. This vehicle was scheduled to be replaced in the 2018 Police Department Equipment Replacement Fund

The other two vehicles will replace a 2015 patrol SUV (patrol vehicle 903) and a 2016 patrol SUV (patrol vehicle 904) which will each be over 85,000 miles when their replacements are delivered and patrol-ready in December (these squads average 62 miles a day). Unlike regular vehicles, patrol vehicles are not available for purchase throughout the year; if squads are not ordered, the city will need to wait until the next ordering window, which is Fall 2019, and each squad may have 106,000-110,000 miles when replaced in late 2019. Trading in the old squads this year (with a higher trade-in value) will help prevent possible costly squad repair which can occur when squads approach the 100,000 mile plateau.

The department opened its bidding process via VendorNet for the vehicle on June 28, 2018. Two bids were received in response to specifications for a 2019 Ford Police Interceptor Utility AWD vehicle developed by the Police Department:

- Ewald Automotive Group submitted a bid for \$29,346 (plus license and title).
- Miller Motors of Burlington submitted a bid for \$29,346 (plus license and title).

BUDGET/FISCAL IMPACT:

The purchase price of each patrol vehicle is \$29,346, in which these items have been included in the 2018 Police Department Equipment Replacement Fund. This purchase is below the budgeted amount of \$37,000 per unit.

RECOMMENDATION:

Staff recommends the Common Council award the bid for three 2019 Ford Police Interceptor Utility AWD vehicles to Miller Motors in the total amount of \$88,038 (plus licenses and titles).

TIMING/IMPLEMENTATION:

This item is for discussion at the August 7, 2018 Committee of the Whole meeting and scheduled for final consideration at the August 21, 2018 Common Council meeting.

Attachments

VendorNet Bid
Miller Motors Bid
Ewald Auto Bid

A RESOLUTION APPROVING THE AWARD OF BID FOR THREE NEW PATROL VEHICLES FOR THE CITY OF BURLINGTON POLICE DEPARTMENT TO MILLER MOTORS FOR THE TOTAL AMOUNT OF \$88,038 PLUS SET-UP FEES

WHEREAS, on June 1, 2004 the Common Council did approve Resolution 3812(18), a Resolution Adopting a Purchasing Policy for the City of Burlington; and,

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

WHEREAS, the Council may direct, at its discretion, that the item is to be bid in the same manner as construction contracts, or that it is to be combined with or included in another governmental bid, but shall not be required to do so; and,

WHEREAS, the City of Burlington Police Department is scheduled to replace three police vehicles with funds included in the 2018 Police Department budget; and,

WHEREAS, the Police Department has searched local Dealerships for vehicles meeting the Police Department specifications; and,

WHEREAS, the purchase of three 2019 Ford Police Interceptor Utility vehicles from Miller Motors, for the amount of \$29,346.00 each plus set-up fees has been recommended by the Chief of Police.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Burlington that purchase of the aforementioned vehicles is hereby approved for the total amount of \$88,038.00, plus set-up fees.

Introduced: August 7, 2018
Adopted:

Jeannie Hefty, Mayor

Attest:

Diahnn Halbach, City Clerk

Solicitation Reference #:	BUPD-2018.06.26
Title:	2018 Ford Police Interceptor Utility
Available Date:	6/26/2018
Due Date:	7/13/2018 10:00:00 AM
Are faxed Bids acceptable?	Yes
Are e-mailed bids acceptable?	Yes

Bid Synopsis:

Model
K8A – 2018 Ford Police Interceptor Utility AWD 4dr

Powertrain
99R/44C – 3.7L V6 Ti-VCT FFV with 6-speed automatic transmission

Exterior Color
G1 – Shadow Black

Seat Type
9W – Charcoal Black heavy-duty cloth front row; Charcoal Black heavy-duty vinyl rear row

Equipment Group
86P – Front Headlamp Housing

Lamps / Lighting
51R – Spot Lamp Driver Only (Unity)

Vinyl Wrap
91A/YZ – Police White

Wheels
Standard set of 5 heavy-duty 18" 5-spoke steel wheels with center caps

Doors / Locks
68G – Rear-Door Handles Inoperable / Locks Inoperable

Windows
18W – Rear-window power delete, operable from front driver side switches

Keys
59G – Keyed alike-0151x

Audio / Video
53M – SYNC Basic

Please respond to:

Mark J. Anderson, Chief of Police
224 East Jefferson Street
Burlington, WI 53105
fax: 262-763-5158
manderson@burlington-wi.gov

Agency Contact: [Glenn Harjes](#), Phone: 262-342-1173 Fax: 262-539-3773

Documents:

NIGP Codes

Code	Description
07105	Automobiles, Police and Security Equipped

CNGP530

VEHICLE ORDER CONFIRMATION

06/28/18 15:06:32

Dealer: F41407

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Page: 1 of 1

2019 EXPLORER 4-DOOR

Order No: 9999 Priority: J2 Ord FIN: QE258 Order Type: 5B Price Level: 915

Ord Code: 500A Cust/Flt Name: BURLINGTON PO Number:

		RETAIL	DLR INV		RETAIL	DLR INV
K8A	4DR AWD POLICE	\$33275	\$32110.00	794	PRICE CONCESSN	
	.112.6" WB				REMARKS TRAILER	
UM	AGATE BLACK			86P	FRT LMP HOUSING	125 119.00
YZ	POLICE WHITE			91A	VINYL PACKAGE 1	840 797.00
9	CLTH BKTS/VNL R				FLEX-FUEL	
W	EBONY BLACK			153	FRT LICENSE BKT	NC NC
500A	EQUIP GRP				SP FLT ACCT CR	(963.00)
	.PREM SINGLE CD				FUEL CHARGE	5.18
99R	.3.7L V6 TIVCT	NC	NC		PRICED DORA	NC NC
44C	.6-SPD AUTO TRAN	NC	NC		DEST AND DELIV	995 995.00
18W	RR WINDOW DEL	25	24.00	TOTAL	BASE AND OPTIONS	36035 33824.18
51R	DRV LED SPT LMP	395	375.00	TOTAL		36035 33824.18
53M	SYNC SYSTEM	295	280.00	*THIS IS NOT AN INVOICE*		
59G	KEY CODE 0151X	50	49.00	*TOTAL PRICE EXCLUDES COMP PRICE ALLOW*		
68G	RR DR/LK INOP	35	33.00			

F1=Help F2=Return to Order F3/F12=Veh Ord Menu
 F4=Submit F5=Add to Library F9=View Trailers
 S099 - PRESS F4 TO SUBMIT QC06233

\$29,346
+ LICENSE + TITLE



Ewald Automotive Group

Chrissy Gensch | 262-673-9400 | cgensch@ewaldauto.com

City of Burlington Police Dept.

Prepared For: Chief Mark Anderson

262-342-1100

manderson@burlington-wi.gov

[Fleet] 2019 Ford Police Interceptor Utility (K8A) AWD



2019 Ford Utility Interceptor to your specifications as detailed. Registration fees are not included. Delivery can be anticipated approximately 16-18 weeks from order. Payment terms are net 10 days.

**Final order date for 2019 models is 9/21/18, all orders must be placed before this date.

Quote Worksheet



Ewald Automotive Group

Chrissy Gensch | 262-673-9400 | cgensch@ewaldauto.com

[Fleet] 2019 Ford Police Interceptor Utility (K8A) AWD

	MSRP
Base Price	\$33,275.00
Dest Charge	\$995.00
Adjustments	\$0.00
Total Options	\$1,765.00
Subtotal	\$36,035.00
State of WI Municipal Discount	(\$5,436.00)
Subtotal Pre-Tax Adjustments	(\$5,436.00)
Less Customer Discount	(\$1,253.00)
Subtotal Discount	(\$1,253.00)
Trade-In	\$0.00
Subtotal Trade-In	\$0.00
Taxable Price	\$29,346.00
Sales Tax	\$0.00
Subtotal Taxes	\$0.00
Subtotal Post-Tax Adjustments	\$0.00
Total Sales Price	\$29,346.00

Comments:

019 Ford Utility Interceptor to your specifications as detailed. Registration fees are not included. Delivery can be anticipated approximately 16-18 weeks from order. Payment terms are net 10 days.

**Final order date for 2019 models is 9/21/18, all orders must be placed before this date.

Dealer Signature / Date

Customer Signature / Date

Standard Equipment

Mechanical

Engine: 3.7L V6 Ti-VCT FFV (STD)

Transmission: 6-Speed Automatic (STD)

3.65 Axle Ratio (STD)

Transmission w/Oil Cooler

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Data Version: 5991. Data Updated: Jul 2, 2018 6:30:00 AM PDT.



Ewald Automotive Group

Chrissy Gensch | 262-673-9400 | cgensch@ewaldauto.com

[Fleet] 2019 Ford Police Interceptor Utility (K8A) AWD

Mechanical

Automatic Full-Time All-Wheel Drive

Engine Oil Cooler

78-Amp/Hr 750CCA Maintenance-Free Battery

HD 220 Amp Alternator

Police/Fire

1580# Maximum Payload

GVWR: 6,300 lbs

Gas-Pressurized Shock Absorbers

Front And Rear Anti-Roll Bars

Electric Power-Assist Steering

18.6 Gal. Fuel Tank

Dual Stainless Steel Exhaust

Permanent Locking Hubs

Strut Front Suspension w/Coil Springs

Multi-Link Rear Suspension w/Coil Springs

4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control

Exterior

Wheels: 18" x 8" 5-Spoke Painted Black Steel -inc: center caps and full size spare

Tires: 245/55R18 AS BSW

Steel Spare Wheel

Spare Tire Mounted Inside Under Cargo

Clearcoat Paint

Body-Colored Front Bumper w/Black Rub Strip/Fascia Accent

Body-Colored Rear Step Bumper w/Black Rub Strip/Fascia Accent

Black Bodyside Cladding and Black Wheel Well Trim

Black Side Windows Trim and Black Front Windshield Trim

Black Door Handles

Black Power Side Mirrors w/Convex Spotter and Manual Folding

Fixed Rear Window w/Fixed Interval Wiper, Heated Wiper Park and Defroster

Deep Tinted Glass

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[Fleet] 2019 Ford Police Interceptor Utility (K8A) AWD

Exterior

- Speed Sensitive Variable Intermittent Wipers
- Front Windshield -inc: Sun Visor Strip
- Galvanized Steel/Aluminum Panels
- Lip Spoiler
- Black Grille
- Liftgate Rear Cargo Access
- Tailgate/Rear Door Lock Included w/Power Door Locks
- Aero-Composite Led Low Beam Headlamps
- LED Brakelights

Entertainment

- Radio w/Speed Compensated Volume Control and Steering Wheel Controls
- Radio: AM/FM/CD/MP3 Capable -inc: clock, 6 speakers and 4.2" color LCD screen center-stack Smart Display
- Integrated Roof Antenna

Interior

- 60-40 Folding Split-Bench Front Facing Fold Forward Seatback Rear Seat
- Manual Tilt Steering Column
- Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Tachometer, Engine Hour Meter, Trip Odometer and Trip Computer
- Power Rear Windows and Fixed 3rd Row Windows
- Remote Releases -Inc: Power Cargo Access
- Cruise Control w/Steering Wheel Controls
- Manual Air Conditioning
- HVAC -inc: Underseat Ducts
- Locking Glove Box
- Driver Foot Rest
- Unique HD Cloth Front Bucket Seats w/Vinyl Rear -inc: driver 6-way power track (fore/aft.up/down, tilt w/manual recline, 2-way manual lumbar, passenger 2-way manual track (fore/aft, w/manual recline) and built-in steel intrusion plates in both front seatbacks
- Interior Trim -inc: Metal-Look Instrument Panel Insert, Metal-Look Door Panel Insert and Metal-Look Interior Accents
- Full Cloth Headliner
- Urethane Gear Shift Knob

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Ewald Automotive Group

Chrissy Gensch | 262-673-9400 | cgensch@ewaldauto.com

[Fleet] 2019 Ford Police Interceptor Utility (K8A) AWD

Interior

- Day-Night Rearview Mirror
- Driver And Passenger Visor Vanity Mirrors
- Mini Overhead Console w/Storage and 2 12V DC Power Outlets
- Front And Rear Map Lights
- Fade-To-Off Interior Lighting
- Full Vinyl/Rubber Floor Covering
- Carpet Floor Trim
- Cargo Features -inc: Cargo Tray/Organizer
- Cargo Space Lights
- Dashboard Storage, Driver And Passenger Door Bins
- Power Adjustable Pedals
- Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
- Delayed Accessory Power
- Power Door Locks
- Systems Monitor
- Redundant Digital Speedometer
- Trip Computer
- Analog Display
- Seats w/Vinyl Back Material
- Manual Adjustable Front Head Restraints
- 2 12V DC Power Outlets
- Air Filtration

Safety-Mechanical

- Advancetrac w/Roll Stability Control Electronic Stability Control (ESC) And Roll Stability Control (RSC)
- ABS And Driveline Traction Control

Safety-Exterior

- Side Impact Beams

Safety-Interior

- Dual Stage Driver And Passenger Seat-Mounted Side Airbags
- Tire Specific Low Tire Pressure Warning

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[Fleet] 2019 Ford Police Interceptor Utility (K8A) AWD

Safety-Interior

Dual Stage Driver And Passenger Front Airbags

Safety Canopy System Curtain 1st And 2nd Row Airbags

Airbag Occupancy Sensor

Rear Child Safety Locks

Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners

Back-Up Camera w/Washer

WARRANTY

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 100,000

Corrosion Years: 5

Corrosion Miles/km: Unlimited

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 60,000

Selected Model and Options

MODEL

CODE	MODEL	MSRP
K8A	2019 Ford Police Interceptor Utility AWD	\$33,275.00

COLORS

CODE	DESCRIPTION	MSRP
UM	Agate Black	\$0.00

OPTIONS

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
---	3.65 Axle Ratio (STD)	0.00 lbs	0.00 lbs	\$0.00
18D	Global Lock / Unlock Feature -inc: Door-panel switches will lock/unlock all doors and rear liftgate, Eliminates overhead console liftgate unlock switch and 45-second timer, Also eliminates the blue liftgate release button if ordered w/remote keyless	0.00 lbs	0.00 lbs	\$0.00
18W	Windows - Rear-Window Power Delete -inc: Operable from front driver side switches	0.00 lbs	0.00 lbs	\$25.00
44C	Transmission: 6-Speed Automatic (STD)	0.00 lbs	0.00 lbs	\$0.00

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[Fleet] 2019 Ford Police Interceptor Utility (K8A) AWD

OPTIONS

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
500A	Order Code 500A	0.00 lbs	0.00 lbs	\$0.00
51R	Driver Only LED Spot Lamp (Unity)	0.00 lbs	0.00 lbs	\$395.00
53M	SYNC Basic (Voice-Activated Communications System) -inc: single USB port and single auxiliary audio input jack	0.00 lbs	0.00 lbs	\$295.00
59G	Keyed Alike - 0151x	0.00 lbs	0.00 lbs	\$50.00
68G	Rear-Door Handles Inoperable/Locks Inoperable	0.00 lbs	0.00 lbs	\$35.00
86P	Front Headlamp/Police Interceptor Housing Only -inc: pre-drilled hole for side marker police use, does not include LED installed lights (eliminates need to drill housing assemblies) and pre-molded side warning LED holes w/standard sealed capability (does not include LED installed lights)	0.00 lbs	0.00 lbs	\$125.00
91A	2-Tone Vinyl Package #1 -inc: roof vinyl, right hand/left hand front-doors vinyl, right hand/left hand rear-doors vinyl, White (YZ) only	0.00 lbs	0.00 lbs	\$840.00
99R	Engine: 3.7L V6 Ti-VCT FFV (STD)	0.00 lbs	0.00 lbs	Inc.
9W	Charcoal Black, Unique HD Cloth Front Bucket Seats w/Vinyl Rear -inc: driver 6-way power track (fore/aft.up/down, tilt w/manual recline, 2-way manual lumbar, passenger 2-way manual track (fore/aft, w/manual recline) and built-in steel intrusion plates in both front seatbacks	0.00 lbs	0.00 lbs	\$0.00
UM	Agate Black	0.00 lbs	0.00 lbs	\$0.00
Options Total		0.00 lbs	0.00 lbs	\$1,765.00

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Data Version: 5991. Data Updated: Jul 2, 2018 6:30:00 AM PDT.



DATE: August 7, 2018

SUBJECT: ORDINANCE 2039(5) - to amend the Official Traffic Map to add a "No Left Turn" on Milwaukee Avenue at Amanda Street.

SUBMITTED BY: Carina Walters, City Administrator

BACKGROUND/HISTORY:

In accordance with Ch. 293-2 of the "Official Traffic Map", Common Council is required to approve any amendments. Businesses along Milwaukee Avenue and Amanda Street have approached Mayor Hefty regarding the installation of a "No Left Turn" at Amanda onto Milwaukee Avenue. As a result of traffic flow and dangerously close traffic accidents, a similar sign is placed at the intersection of Congress Street and Milwaukee Avenue, simply to control traffic during periods of high vehicular volume.

Staff assessed the traffic at the intersection and recommend that a "No Left Turn" be installed to prohibit a left turn on to Milwaukee Avenue between the hours of 3:30 pm to 5:30 pm, Monday through Friday, to provide increased traffic and pedestrian safety at this intersection.

The 2017 Annual Average Daily Traffic (AADT) count for this stretch of Milwaukee Avenue was 7700 vehicles. The AADT is based on a short-term traffic count, usually 48 hours, taken at the location.

BUDGET/FISCAL IMPACT:

N/A

RECOMMENDATION:

Staff and the Police Department recommend approval of adding a "No Left Turn" to provide vehicular safety measures at the intersection of Milwaukee Avenue and Amanda Street.

TIMING/IMPLEMENTATION:

This item is for discussion at the August 7, 2018 Committee of the Whole meeting and scheduled for final consideration at the August 21, 2018 Common Council meeting.

Attachments

- Ord 2039(5)
- Map
- Photo

**AN ORDINANCE AMENDING THE OFFICIAL TRAFFIC MAP TO ADD A NO LEFT TURN ON
MILWAUKEE AVENUE AT AMANDA STREET**

The Common Council of the City of Burlington, Racine County, State of Wisconsin does ordain as follows:

Section 1. THE OFFICIAL TRAFFIC MAP is further amended by adding the following signs:

- No left turns on Milwaukee Avenue at Amanda Street, on Monday through Friday, from 3:30 p.m. to 5:30 p.m., except holidays; and,

Section 2. THE OFFICIAL TRAFFIC MAP in all other respects shall remain the same.

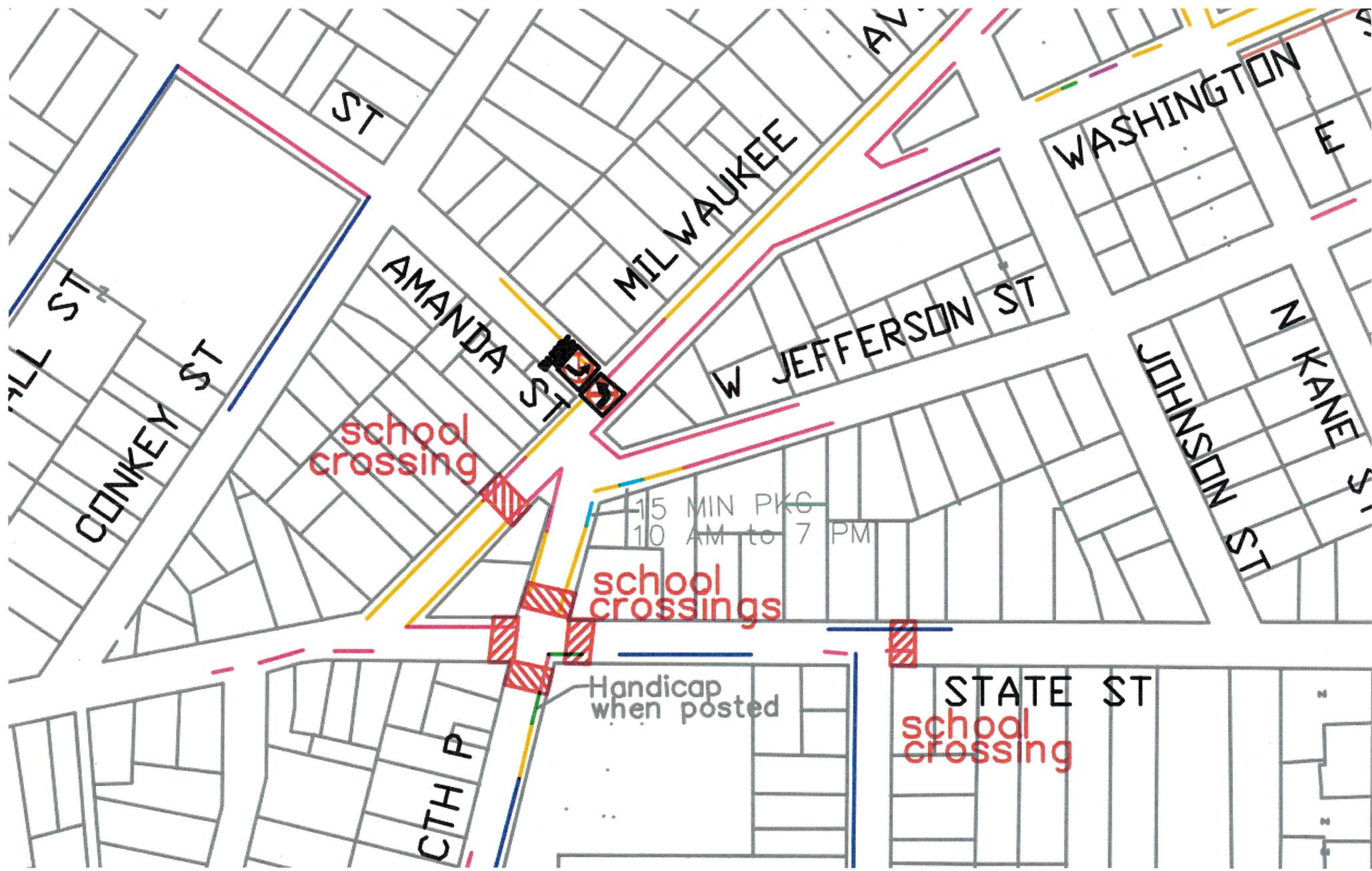
Section 3. THIS ORDINANCE shall take effect and be in full force upon its passage and publication as provided by law, and upon completion of the intersection re-alignment construction of the Milwaukee Avenue and Bridge Street intersection.

Introduced: August 7, 2018
Adopted:

Jeannie Hefty, Mayor

Attest:

Diahn Halbach, City Clerk







DATE: August 7, 2018

SUBJECT: MOTION 18-905 - consideration of approval to changes in the City of Burlington Revolving Loan Fund (RLF) Manual.

SUBMITTED BY: Carina Walters, City Administrator

BACKGROUND/HISTORY:

Attached is a memo to City Council from Racine County Economic Development Corp. (RCEDC) regarding proposed changes to the RLF Policy Manual converting it from a TID RLF to the City RLF. Also attached is a redlined version of the Policy Manual. The memo highlights the key changes made to terms and conditions. The most noteworthy change is the ability in rare situations to do grants of up to \$15,000 for projects that have a significant impact on the community. It is anticipated these would be rare as it would deplete the funds and ability to re-lend them in the future. Grants would only be made at the discretion of City Staff and City Council.

These proposed changes are being recommended to encapsulate city-wide projects versus an isolated area in which a TID is no longer active.

BUDGET/FISCAL IMPACT:

RECOMMENDATION:

Staff recommends approving the changes to the RLF Manual.

TIMING/IMPLEMENTATION:

This item is scheduled for discussion at the August 7, 2018 Committee of the Whole meeting and is scheduled for final consideration at the August 21, 2018 Common Council meeting.

Attachments

- RCEDC Memo to Council
- Revised RLF Policy Manual

TO: CITY OF BURLINGTON

FROM: CAROLYN ENGEL, BUSINESS FINANCE MANAGER

RE: RESTRUCTURE OF BURLINGTON RLF

DATE: AUGUST 7, 2018

Introduction

In 1998, the City of Burlington established a Revolving Loan Fund (RLF) for Tax Incremental District (TID) Number Three and allocated funds for loans to businesses in that district. These funds were to be used to improve properties and enhance the tax base within the TID. Business owners within the TID were eligible for this program to finance business expansion or start-up projects.

With the closing of the TID, the RLF funds are being proposed to be re-allocated into a RLF to benefit all City of Burlington businesses. The funds through this program are provided in the form of low-interest loans depending upon the particular needs of the applicant. In rare cases for projects the City determines to be of significant impact, the City may consider making grants of up to \$15,000 from these funds. Loan funds that are repaid to the City will be used to assist other businesses within the City of Burlington.

The Proposed RLF Program Parameters

Attached is a redlined version of the RLF Policy Manual indicating the proposed changes with the restructuring of the RLF parameters. A number of changes were made to the Manual to update it consistent with current procedures. Key changes as a result of the re-structure to a City-wide RLF are summarized below and specify the parameters under the existing TID RLF and the proposed changes with the City-wide RLF.

LOAN FUND PARAMETERS

Program Parameters	Burlington TID RLF	Proposed Parameters for City of Burlington RLF
Program Objectives:	<ol style="list-style-type: none"> To encourage the creation and retention of permanent jobs. To encourage the leveraging of new private investment in the TID in the form of private fixed asset investment, particularly in land, buildings, furniture and fixtures and equipment. To perpetuate a positive and proactive business climate which encourages the retention and expansion of existing businesses and helps to attract desirable new businesses. To maintain and promote a diverse mix of employment opportunities and to minimize seasonal or cyclical 	<ol style="list-style-type: none"> To encourage the creation and retention of permanent jobs particularly those that pay above median income. To encourage the leveraging of new private investment in the TID City of Burlington in the form of private fixed asset investment, particularly in land, buildings, furniture and fixtures and equipment. To perpetuate a positive and proactive business climate which encourages the retention and expansion of existing businesses and helps to attract desirable new businesses. To maintain and promote a diverse mix of

	<p>employment fluctuations.</p> <p>5. To implement the City of Burlington’s Riverwalk/Redevelopment Plan goals and objectives.</p>	<p>employment opportunities and to minimize seasonal or cyclical employment fluctuations.</p> <p>5. To implement the City of Burlington’s Riverwalk/Redevelopment Plan goals and objectives.</p> <p>6. To encourage thriving retail areas by providing incentives to businesses to fill empty storefronts and vacant buildings.</p> <p><i>RCEDC Note: Changes to program objectives were made to incorporate strategic initiatives from the City’s 2016-2019 Strategic Plan.</i></p>
Target Area:	Burlington TID #3	City of Burlington
Approval Process:	<p>1. RCEDC Loan Committee</p> <p>2. Burlington CDA</p> <p>Note: Loans less than \$15,000 are reviewed by RCEDC Staff and bypass Loan Committee</p>	<p>1. RCEDC Loan Committee</p> <p>2. Burlington CDA Common Council</p> <p>Note: Loans less than \$15,000 are reviewed by RCEDC Staff and bypass Loan Committee</p> <p><i>RCEDC Note: Final approval of loan applications is recommended to be the City Common Council since the RLF program would now be available City-wide. Separate approval of loans less than \$15,000 was removed as there has not been a demand for these funds.</i></p>
Review of Servicing Actions	<p><i>In Agreement with RCEDC:</i></p> <p>Minor servicing actions will be considered by the RCEDC staff, together with the City Administrator and Mayor. These actions will include:</p> <ul style="list-style-type: none"> • Actions that do not significantly affect the interest of the City in an adverse manner. • Subordination to a new senior lien holder (usually a bank) provided no new money is being lent. • Other servicing actions that can be defined as minor. 	<p><i>Add to Policy Manual:</i></p> <p>Minor servicing actions will be considered by the RCEDC staff Loan Committee, together with the City Administrator and Mayor. These actions will include:</p> <ul style="list-style-type: none"> • Actions that do not significantly affect the interest of the City in an adverse manner. • Subordination to a new senior lien holder (usually a bank) provided no new money is being lent it has minimal impact to collateral coverage (typically less than 20%). • Other servicing actions that can be defined as minor.
Administrative Costs	<p>Administrative expenses of up to fifteen (15) percent of program income may be used for direct loan administrative costs.</p> <p>Summary of additional Fees:</p> <ul style="list-style-type: none"> • Legal Costs • Consulting fees for credit analysis, business plan reviews and technical 	<p>Administrative expenses of up to fifteen (15) percent of program income may be used for direct loan administrative costs.</p> <p>Summary of additional Fees:</p> <ul style="list-style-type: none"> • Legal Costs • Consulting fees for credit analysis, business plan reviews and technical

	<p>assistance</p> <ul style="list-style-type: none"> • Office supplies, copying, typing, mailing and related expenses • Training costs <p>Other fees charged to Borrower:</p> <ul style="list-style-type: none"> • Loan Processing Fee – 1.5% not to exceed \$2,000 • Loan Servicing Fee - .005% • Out of Pocket Costs 	<p>assistance</p> <ul style="list-style-type: none"> • Office supplies, copying, typing, mailing and related expenses • Training costs <p>Other fees charged to Borrower:</p> <ul style="list-style-type: none"> • Loan Processing Fee – 1.5% not to exceed \$2,000 • Loan Servicing Fee - .005% • Out of Pocket Costs <p><i>RCEDC Note: Removed cap of 15% of program income to be used for Administrative Fees. This is less than other programs with the final amount addressed in the City's Agreement with RCEDC executed annually.</i></p>
Eligible Uses:	<ul style="list-style-type: none"> • The acquisition of land and buildings. • Machinery and equipment acquisition, furniture and fixtures. • Site preparation and the construction or reconstruction of buildings or the installation of fixed equipment. • Clearance, demolition, removal of structures, rehabilitation and renovation of buildings, facade renovation and other such improvements. • Leasehold improvements, where the lease period is for the term of the RLF - TID loan or five years, whichever is less. • Business acquisition through purchase of assets or stock. • The payment of assessments for sewer, water, street, and other public utilities if the provision of the facilities will directly create or retain jobs. • Working capital. • Training costs related to the jobs created or retained as a result of the RLF - TID loan. • Other costs which represent opportunities to further the goals and objectives of development in the TID. 	<ul style="list-style-type: none"> • The acquisition of land and buildings. • Machinery and equipment acquisition, furniture and fixtures. • Site preparation and the construction or reconstruction of buildings or the installation of fixed equipment. • Clearance, demolition, removal of structures, rehabilitation and renovation of buildings, facade renovation and other such improvements. • Leasehold improvements, where the lease period is for the term of the RLF TID Burl RLF loan or five years, whichever is less. • Business acquisition through purchase of assets or stock. • The payment of assessments for sewer, water, street, and other public utilities if the provision of the facilities will directly create or retain jobs. • Working capital. • Training costs related to the jobs created or retained as a result of the RLF TID Burl RLF loan. • Other costs which represent opportunities to further the goals and objectives of development in the TID. the City of Burlington's Strategic Plan. <p><i>RCEDC Note: All eligibility criteria are intended to be guidelines at the discretion of the Burlington City Council.</i></p>
Ineligible Uses:	<ul style="list-style-type: none"> • Refinancing or consolidating of existing debt. • Reimbursement for expenditures made 	<i>No Recommended Changes.</i>

	<p>more than nine months prior to a complete loan application being received, unless the time limit is extended or waived by the Community Development Authority for good cause.</p> <ul style="list-style-type: none"> • Specialized equipment that is not essential to the business operation. • Residential building construction or reconstruction (unless such reconstruction is intended to convert the building or a portion of the building to a business or industrial operation). • Routine maintenance. • Other activities that the Loan Review Committee may identify during the administration of the program. 	
Ineligible Businesses:	<ol style="list-style-type: none"> 1. Speculative investment companies. 2. Lending institutions. 3. Gambling operations. 4. Non-public recreation facilities. 5. Other businesses not serving the interests of the City of Burlington. 	<i>No Recommended Changes.</i>
Eligibility:	<p><u>Community Benefits.</u> Applicants must demonstrate the project will benefit the community through one or more of the following:</p> <ol style="list-style-type: none"> 1. <u>Tax base</u> enhancement. 2. There is a <u>predetermined need for the applicant’s type of business</u> to be located in the TID. 3. <u>Jobs.</u> At least one (1) full-time permanent position or full-time equivalent must be created or retained for every \$35,000 of program funds requested. The jobs shall be created within a period of 24 months following the closing of the loan and shall be maintained for a minimum of 12 months. 	<p><u>Community Benefits.</u> Applicants must demonstrate the project will benefit the community through one or more of the following:</p> <ol style="list-style-type: none"> 1. <u>Tax base</u> enhancement. 2. There is a <u>predetermined need for the applicant’s type of business</u> to be located in the TIDCity particularly when contributing to creating a thriving retail area and/or filling empty storefronts or vacant buildings. 3. <u>Jobs.</u> At least one (1) full-time permanent position or full-time equivalent must be created or retained for every \$35,000 of program funds requested. The jobs shall be created within a period of 24 months following the closing of the loan and shall be maintained for a minimum of 12 months. Ideally, jobs would pay above median income.
Loan Amount:	<p>Loan amounts are subject to the availability of program funds and to the following guidelines. A minimum loan size of \$2,500 and a maximum loan size of \$100,000 for each borrower. Loan amounts may be higher if the project is determined to be of significant economic impact and is so designated by the City of</p>	<i>No Recommended Changes.</i>

	Burlington	
Private Funds Leveraged:	1:1 Lower ratio at discretion of Committee Leveraged dollars can be project costs or renovations to residential portions of property.	<i>No Recommended Changes.</i>
Equity:	Typically 10% but no requirement.	<i>No Recommended Changes.</i>
Interest Rate:	Min. 50% of Prime; Max Prime plus 2%	<i>No Recommended Changes.</i>
Terms:	Working capital up to 7 years Equipment up to 10 years Real Estate up to 12 year term, 20 year amortization	<i>No Recommended Changes.</i>
Deferrals:	Principal and interest may be deferred up to 1 year.	<i>No Recommended Changes.</i>
Grants	None.	<p><u>Grants.</u> Grants of up to \$15,000 may be granted by the City of Burlington City Council for those projects to be determined to have a significant community impact. Grants would be rare and will be determined on a case-by-case basis as deemed appropriate by City Staff and City Council. If City Staff is in support of a grant request, RCEDC Staff and Loan Committee will review the request from the applicant and make a recommendation to City Council. The presentation would include the following for the City to consider:</p> <ul style="list-style-type: none"> • Description of project; • Extent to which the project meets these Program Objectives and other eligibility criteria for funds as described within this Policy Manual; and • Confirmation that the Borrower is current with all tax obligations and has no financial concerns that may be found in RCEDC public records checks and review of financials.
Prepayment:	No penalty	<i>No Recommended Changes.</i>
Collateral:	See the best collateral position possible	<i>No Recommended Changes.</i>

City of Burlington

~~Economic Development~~
Revolving Loan Fund Program
~~Tax Incremental District Number Three~~
(Burl RLF)

Policies and Procedures Manual

Prepared by:
Racine County Economic Development Corporation
~~May 11, 1998~~ August 2018
Last Revised: ~~May 11, 2000~~ August 2018

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FOREWORD

In 1998, the City of Burlington established the Revolving Loan Fund for Tax Incremental District (TID) Number Three ~~and allocated funds for a Revolving Loan Fund for businesses in that district.~~ These funds ~~are were intended~~ to be used to improve properties and enhance the tax base within the TID. Business owners within the TID ~~are were~~ eligible for this program to finance business expansion or start-up projects.

~~With the closing of the TID, the RLF funds are being re-allocated into a RLF to benefit all City of Burlington businesses.~~ The funds through this program are provided in the form of low-interest loans depending upon the particular needs of the applicant. Loan funds that are repaid to the City will be used to assist other businesses within the ~~TID~~City of Burlington. The purpose of this plan is to set forth the operating and administrative procedures for loans from the City of Burlington Revolving Loan Fund (~~RLF—Burl RLF~~~~TID~~).

SECTION 1. GENERAL PROVISIONS

1.1 PURPOSE

The purpose of the policies and procedures contained within this manual, hereafter referred to as the ~~RLF—TID~~Burl RLF Manual, is to present the criteria which governs the economic development activities assisted with funds made available through the City of Burlington's Revolving Loan Fund (~~RLF—TID~~Burl RLF) program. ~~All criteria set forth in the Manual are subject to the discretion of the Burlington City Council.~~

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1.2 OBJECTIVES

Economic development activities assisted with funds made available through the ~~RLF—TID~~Burl RLF Program are intended to meet the following objectives:

1. To encourage the creation and retention of permanent jobs ~~particularly those that pay above median income.~~
2. To encourage the leveraging of new private investment in the ~~TID~~City of Burlington (City) in the form of private fixed asset investment, particularly in land, buildings, furniture and fixtures and equipment.
3. To perpetuate a positive and proactive business climate, which encourages the retention and expansion of existing businesses and helps to attract desirable new businesses.
4. To maintain and promote a diverse mix of employment opportunities and to minimize seasonal or cyclical employment fluctuations.
5. To implement the City of Burlington's Riverwalk/Redevelopment Plan goals and objectives.
- ~~5-6.~~To encourage thriving retail areas by providing incentives to businesses to fill empty

storefronts and vacant buildings.

1.3 AMENDMENTS and MODIFICATIONS

The City of Burlington may from time to time amend the provisions imposed by the policies and procedures contained within the ~~RLF—TIDBurl~~ RLF Manual and such amendments are subject to ~~prior~~ written approval by the City of Burlington ~~Community Development Authority that provides the funds used to capitalize the RLF—TID~~ Common Council.

SECTION 2. ADMINISTRATION

2.1 LOAN COMMITTEE

1. The City of Burlington accepts full responsibility for the appropriate administration of the ~~RLF—TIDBurl~~ RLF program. Funding decisions relative to ~~RLF—TIDBurl~~ RLF loans will be made by the ~~Community Development Authority~~ City of Burlington Common Council based upon a recommendation by the Racine County Economic Development Corporation (RCEDC) Loan Committee and RCEDC Staff.
2. The City of Burlington has entered into an agreement with the RCEDC whereby the City of Burlington designates RCEDC as its agent for the administration of the ~~RLF—TIDBurl~~ RLF Program (RLF Administrator).
3. The RLF Administrator shall explain the Program to prospective applicants, provide written information, assist applicants in completing applications, and process requests for financing. The RLF Administrator, where necessary and appropriate, shall counsel or guide loan applicants to other more appropriate technical and financial resources when the loan applicant has needs beyond those available from the ~~RLF—TIDBurl~~ RLF program.
4. The RLF Administrator shall periodically review all financial statements and loan amortization schedules of ~~RLF—TIDBurl~~ RLF loan recipients, review and approve documentation of business expenditures financed with ~~RLF—TIDBurl~~ RLF proceeds, record ~~RLF—TIDBurl~~ RLF security instruments, maintain the ~~RLF—TIDBurl~~ RLF accounting records which shall be segregated from other community accounts, and report annually to the City of Burlington regarding the use of the ~~RLF—TIDBurl~~ RLF funds.
5. The RCEDC Loan Committee shall function as the ~~RLF—TIDBurl~~ RLF Loan Review Committee which will ~~consist of~~ include individuals representative of broad Racine County community interests, and having special expertise and knowledge of commercial lending and economic development processes. The Loan Review Committee shall have the authority to review, select and recommend loan applications ~~of \$15,000 or more~~ to the governing body for final approval. ~~RCEDC Staff shall will conduct the loan review for loans applications of less than \$15,000 and recommend the loan application to the governing body for final approval.~~ The Committee shall also have the authority to make policy recommendations for the administration of the program.

6. The RCEDC attorney shall prepare all loan agreements, review all promissory notes and mortgage or lien instruments, and counsel the City of Burlington on default matters. All attorney fees incurred shall be the charged to the borrower. (See Section 2.4 Administration)
7. The RLF Administrator shall be responsible for the maintenance of all other records for the ~~RLF-TIDBurl RLF~~, particularly those related to the expenditures of the ~~RLF-TIDBurl RLF~~ moneys for program administration purposes.
8. Minor servicing actions will be considered by RCEDC Loan Committee together with the City Administrator and Mayor. These actions will include:
 - Actions that do not significantly affect the interest of the City in an adverse manner.
 - Subordination to a new senior lien holder (usually a bank) provided it has minimal impact to collateral coverage (typically less than 20%).
 - Other servicing actions that can be defined as minor.

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2.2 MEETINGS

RCEDC Loan ~~Committee Review~~ meetings to review loan applications shall be held on an as-needed basis. ~~Community Development Authority meetings shall be held on the first Thursday of every month.~~ All Committee members shall be given prior notice of each meeting. A majority of the Committee in attendance at a meeting constituting a quorum shall be required for official Committee action. Official actions must have the support of the majority of the ~~total~~ ~~Committee~~ Committee members present. ~~Vacant positions on the Committee shall be counted in determining the total number of Committee members.~~ Loan recommendations as previously described will be brought before the City of Burlington Common Council for final approval.

2.3 RECORDS

Written records of all program activities, including program meetings, loan applications, and related documents, shall be maintained in appropriate files. All files, ~~electronic and/or paper files will, will~~ be maintained in a secure place with limited access by authorized personnel. The City of Burlington's legal counsel shall be consulted with regard to compliance with state and municipal open records laws.

The following files shall be established and maintained for each loan recipient:

1. ~~Loan Application and Recommendation File.~~ All application, business financial statements, personal financial statements, credit reports, business plan documents, a summary of the credit analysis, recommended actions for the application, and other supporting loan information submitted to the City of Burlington ~~and/or RCEDC~~, including all applicable correspondence, shall be placed in a ~~permanent loan application~~ file. The minutes of the RCEDC Loan Committee and ~~the Community Development Authority Burlington Common Council meetings~~ summarizing the action taken on the loan requests shall also be maintained ~~under a separate cover in the RCEDC archives~~ in the loan files.
2. ~~Loan Closing-/Collateral Files.~~ Contains copies of all the legal documents from the loan closing, including security instruments, the note and other applicable correspondence.

Original loan and collateral documents shall be placed in a locked, fireproof ~~safe and located in the municipal offices of the City of Burlington~~ filing cabinet at the offices of RCEDC.

Copies of the loan closing documents and an amortization schedule will be provided to the loan recipient, along with an invoice, if applicable, for loan closing and servicing fees.

3. Loan Servicing File. Contains all records of subsequent activity related to the supervision and monitoring of the loan. This file will include:

- List of applicable loan covenants;
- Records of site visits conducted periodically to each loan recipient, the scheduling of which depends on the nature of the project;
- Certificates of insurance for builders risk, property-casualty, and life insurance, as applicable;
- Evidence of payment of real estate taxes, if applicable;
- Borrower financial statements as required by the loan covenants;
- Documentation for job creation and retention ~~including low and moderate income certifications forms;~~
- ~~All~~ Copies of written correspondence; and
- Records of important ~~telephone~~ conversations.

4. "Tickler " System. To ensure that loan repayments, financial information, the loan agreement ~~covenants~~, UCC updates, and other time sensitive documentation requirements are tracked and obtained as required, the following information ~~where applicable~~ will be maintained in the Loan Servicing File ~~and/or loan servicing software, or elsewhere as indicated~~ for monitoring:

- Expiration dates for property, casualty and life insurance policies;
- Due dates for all financial statements;
- Scheduled dates of annual loan performance and covenant reviews;
- Dates for site visits;
- Due dates for property tax payments; ~~and dates by which the City of Burlington expects to hear from the borrower regarding confirmation of payment of taxes~~
- Review dates for job monitoring; and
- ~~Monitoring of UCC financing statements for necessary renewals.~~

~~Expiration dates for UCC financing statements will be maintained in the Portfolio Status Report and reviewed monthly to assure that filing updates occur at least 45 days prior to the expiration of the UCC filing on hand.~~

5. Repayment Monitoring will be tracked via computer program and include the loan amortization schedule, status of payments, and the outstanding balance of the loan, observations suggesting concerns or problems will be reported to the RCEDC Loan Committee.
6. Loan Review. All loans are to be reviewed on an annual basis, and at such other times as may be deemed necessary by the ~~RLF-TID~~ RLF Administrator or the City of Burlington. The review will follow receipt of the fiscal year-end financial statements ~~and will result in the loan being 'risk rated' based upon RCEDC's review. , the year end progress reports,~~

~~and site visits. A report on~~The loan ~~review risk rating~~ shall be in the file and ~~may include review of address~~ the following: timeliness of monthly payments, ~~condition of collateral securing the loan and status of security documents (i.e. mortgages, UCC filings)~~; overall financial condition of the business; the presence of material liens or lawsuits, -and violations of loan covenants and suggested corrective actions.

If the business is experiencing problems with any of the above criteria, the RLF Administrator is to work with the loan recipient to identify actions that are needed to correct the identified deficiencies, including possible restructuring of the loan to protect the City of Burlington's interest and meet the needs of the business.

In the event the findings of the loan review suggest serious problems, particularly if the loan is at risk for default, RCEDC will cooperate with the RCEDC attorney and the City of Burlington attorney in order to initiate steps necessary to protect the loan and to insure the maximum repayment of the balance due. Corrective actions may be achieved through restructuring or if necessary, foreclosure.

2.4 ADMINISTRATION

Reasonable administrative funds may be withdrawn from the ~~RLF - TID Burl~~ RLF to cover personnel costs and other administrative expenses should they be required. ~~Local Burl RLF~~ funds may be used in situations when loan repayments are insufficient to cover administrative costs.

~~Administrative expenses up to fifteen (15) percent of program income may be used for direct loan administrative costs.~~In addition to paying costs for the RLF administrator, these funds may be used for the following:

- Legal costs.
- Consulting fees for credit analysis, business plan reviews and technical assistance.
- Office supplies, copying, typing, mailing, and related expenses.
- Training costs.

The ~~City of Burlington will also require the~~ following fees are required for the program:

- ~~Loan Processing Fee~~Processing Fee - An amount equal to 1.5% of the loan amount ~~not to exceed \$2,000.~~
- Loan Servicing Fee - A monthly loan servicing fee equal to one-half of one percent (.005%) of the monthly loan payments.
- ~~Out-of-Pocket Fees~~ - All out-of-pocket expenses ~~including but not limited to legal fees related to closing or servicing the loans will be the responsibility of the Borrower. determining the value of collateral and perfecting security interest of the City of Burlington's and other fees to cover charges directly related to either processing an application or servicing a loan, including but not limited to, appraisals, title reports, lien searches, credit reports, UCC filing fees and Register of Deeds fees. All fees collected go to the RLF - TID. The accounting of the fee revenue placed in the RLF - TID will include separate line items to track administrative~~

~~expenses recovered.~~

- ~~• Closing/Legal Fees – A fee of \$800 for the preparation the loan agreement, the note, all security agreements and related documents as required by the authorization will be charged on loans of \$50,000 or more. A fee of \$250 will be charged on loans of less than \$50,000.~~

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SECTION 3. ELIGIBILITY CONSIDERATIONS

Note: All eligibility criteria are intended to be guidelines and subject to the discretion of the Burlington City Council.

3.1 ELIGIBLE AREA

The area served by the ~~RLF – TID~~Bur~~l~~ RLF program ~~shall be within the Tax Incremental District (TID) Number three of~~is the City of Burlington.

3.2 ELIGIBLE APPLICANTS

1. Applicants shall be any business wishing to establish a new operation, expand an existing operation or construct or improve a facility for lease to business (es) located in the Eligible Area and which comply with the Program Requirements (Section 3.6).
2. Applications may be submitted by the sole proprietor, managing partner, managing member or Chief Executive Officer of any business wishing to establish a new operation, expand ~~an existing~~an existing operation or construct or improve a business facility within the Eligible Area.
3. No member of the governing body, the RCEDC Loan Committee, or any other official, employee, or agent of the City of Burlington who exercises decision-making functions or responsibilities in connection with the implementation of this program is eligible for financial assistance under this program.
4. No program loans will be made which are in conflict with Section 946.13 of the Wisconsin Statutes (Private Interest in Public Contract Prohibited).
5. Applicants shall not be disqualified based on age, race, religion, color, handicap, sex, physical condition, development disability as defined in s. 51.01(5), sexual orientation or national origin.

3.3 ELIGIBLE ACTIVITIES

Program loans shall be available to eligible applicants for the following activities:

1. The acquisition of land and buildings.
2. Machinery and equipment acquisition, furniture and fixtures.

3. Site preparation and the construction or reconstruction of buildings or the installation of fixed equipment.
4. Clearance, demolition, removal of structures, rehabilitation and renovation of buildings, facade renovation and other such improvements.
5. Leasehold improvements, where the lease period is for the term of the ~~RLF-TID~~Burl RLF loan or five years, whichever is less.
6. Business acquisition through purchase of assets or stock.
7. The payment of assessments for sewer, water, street, and other public utilities if the provision of the facilities will directly create or retain jobs.
8. Working capital.
9. Training costs related to the jobs created or retained as a result of the ~~RLF-TID~~Burl RLF loan.
10. Other costs which represent opportunities to further the goals and objectives of ~~development in the TID~~City of Burlington's Strategic Plan.

3.4 INELIGIBLE ACTIVITIES

Program loans shall not be available for the following activities:

1. Refinancing or consolidating of existing debt.
2. Reimbursement for expenditures made more than nine months prior to a complete loan application being received, unless the time limit is extended or waived by the ~~Community Development Authority~~City of Burlington for good cause.
3. Specialized equipment that is not essential to the business operation.
4. Residential building construction or reconstruction (unless such reconstruction is intended to convert the building or a portion of the building to a business or industrial operation).
5. Routine maintenance.
6. Other activities that the Loan Review Committee may identify during the administration of the program.

3.5 INELIGIBLE BUSINESSES

Program loans shall not be available for the following businesses:

1. Speculative investment companies.

2. Lending institutions.
3. Gambling operations.
4. Non-public recreation facilities.
5. Other businesses not serving the interests of the City of Burlington.

3.6 PROGRAM REQUIREMENTS

To be eligible for funding, a proposed project ~~must~~ would ideally meet ~~all of~~ the following minimum requirements:

1. Private Funds Leveraged. The applicant must leverage a minimum of one dollar (\$1.00) of private funds for every one dollar (\$1.00) of loan funds requested. Lower leverage would be permitted at the discretion of the ~~RCEDC Loan Review Committee and Burlington City Council~~. Private funds used to leverage the ~~TID-Burl~~ RLF loan may be used for any eligible project costs or renovations or improvements to residential portions of the project real estate. Consideration of private funds towards any other ineligible project costs as leverage of the ~~TID-Burl~~ RLF would require approval of the ~~Community Development Authority~~ ~~City of Burlington~~.²
2. Community Benefits. Applicants must demonstrate the project will benefit the community through one or more of the following:
 - (a) tax base enhancement;
 - (b) there is a predetermined need for the applicants type of business to be located in the TID; and
 - (c) At least one (1) full-time permanent position or full-time equivalent must be created or retained for every \$35,000 of program funds requested. The jobs shall be created within a period of 24 months following the closing of the loan and shall be maintained for a minimum of 12 months.

The City of Burlington reserves the right to waive the above requirements.

3. Financial Feasibility and Business Viability. The applicant must demonstrate that the proposed project is viable and the business will have the economic ability to repay the funds.
4. Project Completion. Projects shall be completed within 12 months from the date of the loan approval unless prior approval is given by the ~~Community Development Authority~~ ~~RCEDC Loan Committee~~. Applicants shall provide ~~the City of Burlington~~ a project implementation schedule ~~not exceeding 24 months for project completion and job creation~~.
5. Records. Loan recipients will maintain those records that are necessary for the City or its designated agent, to determine if the performance of the business complies with the terms of the loan agreement. The records ~~will~~ may include, but may not be limited to, purchase orders, invoices, records of payments, canceled checks, ~~and~~ payroll records ~~and/or business certifications indicating the number of~~ new or retained employees ~~as a result of that are a part of~~ the Project. The City or its designated agent will have access to all records pertinent to the Project for the purposes of examination and transcription.

6. Compliance With Applicable Laws. Applicants shall comply with all applicable local, state, and federal laws and codes.
7. Nondiscrimination. Recipient businesses will not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, or handicap.

SECTION 4. TERMS AND CONDITIONS

4.1 TERMS AND CONDITIONS

Loan terms and conditions shall be structured on need and ability to repay. Minimum standards shall include the following:

1. Loan Amount. Loan amounts are subject to the availability of program funds, and to the following guidelines. A minimum loan size of \$2,500 and a maximum loan size of \$100,000 for each borrower. Loan amounts may be higher if the project is determined to be of significant economic impact and is so designated by the City of Burlington. ~~Unless a loan is so designated, aggregate RLF—TID loans outstanding to any single borrower or related borrowers shall not exceed the maximum loan amount. Related borrowers shall include companies with common ownership where the principal owners or their immediate family directly or indirectly control at least 50% of the company's voting stock.~~
2. Interest Rate. Loans shall be subject to a minimum interest rate of fifty percent (50%) of the current prime rate as published in the Wall Street Journal at the time of application. The maximum interest rate shall be the prime rate of interest plus 2%, as published in the Wall Street Journal at the time of loan application. The interest rate shall be established by the RCEDC Loan ~~Review~~ Committee, taking into consideration the borrower's ability to repay, the desirability of the borrower and the project relative to the ~~TID-Burl RLF~~ economic development goals, and the availability and cost of other financing alternatives available through private financial institutions. The interest rate will be fixed for the term of the loan or may be variable, based upon criteria established by the RCEDC Loan Committee, except as provided in section 3.6(4). (Penalty for the Failure to Create or Retain Jobs)
3. Terms for Loans. Loan terms and amortization schedules should not exceed the useful life of the collateral.
 - Working capital loans shall have a maximum term of seven years.
 - Loans for machinery, equipment and fixtures shall have a maximum term of ten years.
 - Real estate loans shall have a maximum term of 12 years which can be amortized on a 20-year basis with the option of refinancing for an additional eight years.

Amortization schedules shall be set up for monthly payments. At the option of the Loan Committee, amortization ~~schedules~~ periods may be longer than the loan term, with the balance of the loan to be paid as a balloon payment or by refinancing at an interest rate which the Loan

Committee determines to be appropriate.

4. Deferral of Payments. Payment of interest and/or principal may be deferred for up to one (1) years if merited in the loan application. Interest shall accrue during the deferment period and may be paid in full or added to the principal amount of the loan. Following the deferral period, interest and principal shall be paid for the remaining term of the loan.

5. Grants. Grants of up to \$15,000 may be granted by the City of Burlington City Council for those projects to be determined to have a significant community impact. Grants would be rare and will be determined on a case-by-case basis as deemed appropriate by City Staff and City Council. If City Staff is in support of a grant request, RCEDC Staff and Loan Committee will review the request from the applicant and make a recommendation to City Council. The presentation would include the following for the City to consider:

- Description of project;
- Extent to which the project meets these Program Objectives and other eligibility criteria for funds as described within this Policy Manual; and
- Confirmation that the Borrower is current with all tax obligations and has no financial concerns that may be found in RCEDC public records checks and review of financials.

5-6. Prepayment. Borrower may prepay the loan in full or in part at any time without penalty.

6-7. Collateral. The City of Burlington will seek to have the best collateral position possible to ensure that ~~RLF-TID~~Burl RLF loans are adequately secured. The collateral requirements will be determined on an individual basis by the RCEDC Loan Committee and may include: mortgages and/or liens on land, buildings, machinery, equipment, accounts receivable, inventory or other assets of value owned by the borrower, principal owners, other co-borrowers or guarantors. The collateral position of the ~~RLF-TID~~Burl RLF may be subordinated to private sector financial institutions participating in the project, if approved by the Loan Committee. Personal guarantees from the principals of the business ~~will~~ may be required. In addition, life insurance coverage on the principal owner naming the City as ~~assignee, with a declining balance equal to the outstanding loan balance will~~ assignee - also may also be required but more typically in cases of a collateral shortfall where the Burl RLF loan size exceeds \$100,000.

7-8. Insurance. Businesses receiving loans secured by real estate and fixed assets will be required to obtain property-casualty insurance equal to the amount of outstanding loan balance and have the City of Burlington -listed as a mortgagee and/or; loan loss-payee ~~or an additional insured~~ on the insurance policy. Proof of insurance with appropriate endorsement or coverage documents will be requested ~~by the City~~ prior to the closing of the loan.

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SECTION 5. APPLICATION PROCEDURES

5.1 DISCUSSION OF REQUIREMENTS

Prior to submitting an application, the applicant shall discuss the program with the ~~Loan~~ RLF Administrator. The RLF Administrator shall assist the applicant, as is reasonably necessary, in completing the application. All financial information will be kept in a secured place with limited access by authorized personnel only.

5.2 PRIORITY

Applications shall be reviewed in the order received and based on readiness for the proposed project to proceed. The Administrator of the City of Burlington and the staff of the RCEDC ~~will, on a semi-annual basis, determine~~ will determine whether sufficient funds are available in the RLF ~~—TID Burl RLF to accept applications for new business loans. Following a determination on the availability of funds, the Administrator will determine the best methods for~~ and RCEDC will promote the Burl RLF as to ~~advertising~~ the availability of the funds to the business community.

In the event that loan funds requested exceed available funds, the following criteria will be used to determine which business(es) will be awarded the loan(s):

1. Eligibility of the applicants.
2. Eligibility of the project to be undertaken.
3. The extent to which private funds are to be leveraged.
4. The extent to which jobs are to be created, and the type jobs and wages.
5. The extent to which the loan can be secured.
6. Evidence of ability to repay the loan.
7. Size of the loan requested.
8. Timing of the proposed expenditures.
9. Completeness of application.
- 9-10. The extent to which the applicant meets the City's Strategic Plan.
- 10-11. Other factors as deemed appropriate.

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5.3 TIMING

Applications may be submitted at any time during the calendar year.

5.4 LOAN APPLICATION

Applicants shall submit an application using the Burl RLF application forms which may require

~~and business plan using the form available from the RLF—TID Program and that includes the following be included:~~

1. Project description of how the business plans to use the requested funds.
2. A business plan that includes the history and description of the business and analysis of management ability.
- ~~3. Personal History Statement for each officer and director (regardless of ownership) and each proprietor, partner member or stockholder with 20% or more ownership of the small business concern (SBC) and, if different, each owner with 20% or more ownership of the alter ego.~~
- ~~4.3. Personal Financial Statement current within 90 days for each proprietor, partner member or stockholder with 20% or more ownership of the SBC operating business concern, and, if different, each owner with 20% or more ownership of the alter ego of any eligible passive company used to hold the project real estate.~~
- ~~5.4. Resumes of owners and -anythe principals involved in the day-to-day management.~~
- ~~6.5. Accountant prepared B-balance sheet and income statements for the previous three years for the SBC operating business concern. Please attach the accountant's report for further explanation.~~
- ~~7.6. A balance sheet and income statement dated within 90 days of the application with an aging of the accounts receivable and accounts payable listed.~~
- ~~8.7. Accountant prepared annualized Financial projections, including both balance sheet and income statements for the first two years with a description of the assumptions attached.~~
- ~~9.8. For a new business, a monthly cash flow analysis for the first 12 months of operation or three months beyond break even, (whichever is longer) together with a description of assumptions attached.~~
- ~~10.9. A schedule of debts which includes the original amount, date, monthly payment, interest rate, present balance, maturity, to whom payable and collateral.~~
- ~~11.10. The names of affiliated (through management control) or subsidiary businesses as well as the last two fiscal year-end financial statements and a current financial statement for each of these firms.~~
- ~~12.11. A copy of key cost documents related to the project such as real estate purchase agreements, contractor cost estimates, equipment costs, etc.~~
- ~~13.12. An accepted offer to purchase land and/or buildings or a pre-lease agreement.~~
- ~~14.13. If applicable, a copy of the existing or proposed lease agreement.~~
- ~~15.14. An independent appraisal for construction projects on an "as completed basis" and otherwise as required.~~

~~16~~.15. Environmental analysis, if applicable.

~~17~~.16. A letter from the participating lender stating the terms and conditions of its participation ~~and the reason why it will not finance the entire project.~~

~~18~~.17. A resolution from the Board of Directors of the borrower authorizing it to borrow or (if applicable) a Partnership Borrowing Agreement.

~~19~~.18. If applicable, corporate documents, including but not limited to Articles of Incorporation, Corporate By-laws, etc.

The ~~City of Burlington~~ RLF Administrator reserves the right to waive one or more of the above requirements ~~for loans less than \$50,000 when analyzing the loan request for a recommendation to the RCEDC Loan Committee and City of Burlington.~~

5.5 REVIEW PROCESS

Specific steps in the review process include the following:

1. Preliminary Review. The RLF Administrator will review the application for completeness and verify that the proposed project meets the minimum requirements provided in Section 3.6. If the application is not complete, the Administrator will inform the applicant of the deficiencies.
2. Formal Review. The RCEDC Loan Committee will meet to review ~~applications of \$15,000 or more within~~ applications within 30 days of the receipt of a completed application or at some other predetermined schedule. ~~The RCEDC Staff will meet to review applications of less than \$15,000 within 30 days of the receipt of a completed application.~~ Once the review is completed and the proposal is acceptable for funding, the RCEDC Loan Committee or Staff will forward the proposal to the City of Burlington ~~Community Development Authority~~ Common Council for final approval.
3. Negotiation of Terms. Upon the acceptance by the City of Burlington, the RLF Administrator will contact the business in writing to review and explain the terms of the loan.
4. Notice of Award. If the application is approved, a closing will be scheduled to execute the necessary loan documents.
5. Rejection of Award. If the application is not approved, the RLF Administrator will send a letter to the applicant stating the reasons for rejection and offer to meet with the applicant to explore ways to strengthen the loan request or to identify alternative funding sources.

SECTION 6. DISTRIBUTION OF FUNDS

6.1 LOAN PROCEDURES

Prior to releasing funds, the following documentation must be in place or provided at the appropriate time during the term of the loan.

1. Notice of Award. The RCEDC Loan ~~Review~~ Committee and City of Burlington must have reviewed and approved ~~athe loan request complete application for an eligible applicant.~~
2. Loan Agreement. The RCEDC attorney or ~~designee, designee~~ shall prepare a loan agreement which shall be executed by the ~~Mayor of the~~ City of Burlington and ~~the Chief Executive Officer of the business~~ the Borrower.
3. Promissory Note. A promissory note shall be prepared by the RCEDC attorney and signed by the Borrower at the time of loan closing. The note must be dated; it must reference the agreement between the City of Burlington and the business; and it must specify the amount and ~~repayment~~ terms of the loan.
4. Security. Agreements provided as security for all loans shall be prepared by the ~~RCEDC attorney~~ RCEDC attorney and executed at the time of the loan closing. The ~~Loan~~ RLF Administrator shall record the instrument and place a copy in the ~~project~~ loan file.
- Repayment Schedule. A loan repayment or amortization schedule shall be prepared by the RLF Administrator after the loan proceeds are fully disbursed. The repayment schedule shall be dated and signed by ~~both the CEO and the Chief Executive Officer of the business~~ the Borrower. ~~At that time, the repayment schedule shall be attached to both party's copies of the agreement.~~
5. Evidence of Permits. Documentation must be provided by the applicant that all necessary permits, licenses, and any other registrations required have been obtained by the applicant prior to the release of program funds.
6. Evidence of Expenditures. Documentation must be provided by the business to evidence program expenditures prior to the release of funds. Documentation shall include bills and invoices or receipts for materials, final bills of sale or canceled checks. All documentation shall be reviewed and approved by the RLF Administrator.
7. Fixed Equipment. ~~Fixed e~~Equipment financed with program funds must have been purchased, delivered, and installed, prior to final disbursement of the ~~RLF—TID~~ Burl RLF funds. The RLF Administrator shall verify the installation of ~~fixed~~ equipment.

With the above documentation in place, the RLF Administrator will schedule a loan closing. All documents will be executed before funds are disbursed and mortgages and UCC Statements shall be recorded with the Register of Deeds and the Department of Financial Institutions.

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SECTION 7. POST APPROVAL REQUIREMENTS

7.1 OBLIGATION OF LOAN RECIPIENT

In addition to the terms and conditions of the loan, all borrowers shall agree to comply with the following:

1. The creation or retention of the agreed upon number of jobs within ~~an agreed upon period of time detailed within the 24 months of the date of the execution of the~~ loan agreement ~~with the City of Burlington.~~
2. Not to discriminate on the basis of age, race, religion, color, handicap, sex, physical condition, development disability as defined in s. 51.01(5), sexual orientation or national origin in any employment or construction activity related to the use of the business loan funds.
3. To use the loan money only to pay the cost of services and materials necessary to complete the project or activity for which the loan funds were awarded.
4. To permit inspections by persons authorized by the City of Burlington, of all projects and properties assisted with loan funds. Related project materials shall also be open to inspections which include, but may not be limited to, contracts, materials, equipment, payrolls, and conditions of employment. Requests for inspection shall be complied with by the borrower.
5. To maintain records on the project as may be requested by the City of Burlington or the Loan Administrator. These files shall be maintained as long as the loan is active or for at least three (3) years after completion of the work for which the loan has been obtained, whichever is longer.
6. To submit periodic progress reports to the Administrator in accordance with the schedule in the loan agreement. These reports shall report on project progress including number of jobs created or retained during the loan agreement.
7. To maintain ~~fire and extended coverage~~ insurance on the project property required during the term of the loan. The City of Burlington shall be listed as ~~Loan Loss Payee and/or; Mortgagee;~~ ~~or "additional" insured~~ on the policy ~~as determined by the RLF Administrator.~~ ~~Term A collateral assignment of life~~ insurance may be required of the applicant ~~to cover the loan balance through the life of the loan.~~

SECTION 8. PERFORMANCE MONITORING

8.1 PRIVATE LEVERAGE COMMITMENTS

The RLF Administrator shall monitor the use of the funds and expenditure of private leverage commitments. Documentation may include invoices or receipts for materials and supplies, letters from lenders, final bills of sale, and/or canceled checks.

8.2 HIRING OF NEW EMPLOYEES

The RLF Administrator shall monitor the borrower's progress in meeting the specific loan criteria.

8.3 DEFAULT

1. In addition to the grounds specified in the loan agreement, the following shall be considered default:
 - (a) Defaulting on other loans with private lenders.
 - (b) Cessation of operations or relocation of operations from the Eligible Area.
 - (c) Sale of the business.
2. In the event the business is in default on any of the terms and conditions of the loan agreement, all sums due and owing, including penalties shall, at the City of Burlington's option, become immediately due and payable. To exercise this option, the RCEDC's attorney shall prepare a written notice to the business. The notice shall specify the following:
 - (a) The default.
 - (b) The action required to cure the default.
 - (c) A date, not less than thirty (30) days from the date of the notice, by which the default must be cured to avoid foreclosure or other collective action.
 - (d) Any penalties incurred as a result of the default.

SECTION 9. USE OF LOAN REPAYMENTS AND REPORTING

9.1 ~~RLF-TID~~BURL RLF ACCOUNT

Repaid ~~RLF-TID~~Burl RLF loan funds shall be deposited into an interest bearing account at a financial institution insured by the Federal Deposit Insurance Corporation (FDIC) and may be reloaned in a manner consistent with the policies of the ~~RLF-TID~~Burl RLF Manual. A separate accounting record for each loan shall be kept to account for all funds loaned. (Section 10.2(b)).
~~The RLF-TID account shall be audited on an annual basis and the Administrator shall report at the end of calendar year of the program to the City of Burlington regarding the use of program income.~~

SECTION 10. LOAN SERVICING

10.1 MONITORING

The RLF Administrator shall monitor each loan to ensure compliance with the loan terms and conditions and the financial health of the business to insure continued repayment of the loan. The monitoring will also ensure that all recordkeeping requirements are met, particularly in regard to job creation and expenditures of matching funds.

The RLF Administrator will notify the loan recipient in writing of any payment deficiency and the action that will be taken should the payment not be made. Should there be a late ~~payment; payment;~~ the RLF Administrator will contact the loan recipient to determine the reason

for the delayed payment. Contact may need to be made with other participating lender(s) to determine if their loans are current and to alert the lender of a potential problem. All payments shall be applied first to accrued late payment penalties, then to interest accrued, and then to principal.

A loan servicing file, repayment monitoring file and “tickler” file shall be established and maintained for each loan recipient to insure complete, accurate and timely information on the status of the loan. The files will include records of all payments, observations and comments of the RLF Administrator, all written correspondence, a record of important ~~telephone~~ conversations, a list of applicable loan covenants, certificates of insurance ~~for builders risk, property casualty,~~ and life insurance, as applicable; and documentation for job creation and retention ~~including low and moderate income certifications forms.~~ (Section 2.3)

10.2 RECORDKEEPING

The RLF Administrator shall maintain the following financial management records will be comprehensive and designed to provide the following information:

- (a) Revolving Loan Funds Status Report. - Contains the business name, loan date, loan amount, terms, and date repayment begins.
- (b) Revolving Loan Fund Obligations Journal. - records all deposits and disbursements to and from the ~~RLF-TIDBurl RLF~~, including funds used for ~~RLF-TIDBurl RLF~~ administration. (See Appendix)
- (c) ~~RLF-TIDBurl RLF~~ Loan Repayment RegisterRecords. - records repayments made by each business which has received a loan from the ~~RLF-TIDBurl RLF~~. It also tracks the balance of repayments from all loans from the ~~RLF-TIDBurl RLF~~. Payments are divided into principal and interest payments with a declining principal balance.



COMMITTEE OF THE WHOLE

ITEM NUMBER 6B

DATE: August 7, 2018

SUBJECT: MOTION 18-906 - to consider approving a Certificate of Appropriateness for property located at 420, 428, and 436 N. Pine Street (Itzin's Shoes & Repairs).

SUBMITTED BY: Gregory Guidry, Building Inspector

BACKGROUND/HISTORY:

According to Ch. 315-42E(1), the Common Council must approve any alteration including architectural appearance. Alterations include any exterior change (including painting), addition to, or demolition of any part or all of the exterior of a structure within the HPO District. In determining such approval, the Common Council shall take into consideration the recommendation of the Historic Preservation Committee.

The improvement of the front façade, includes new paint and the replacement of two existing awnings with one improved awning (spanning all three buildings). The proposed awning is the standard watershed design, with straight seams and no curves. The two existing awnings have different heights, whereas the improved awning spans across all three buildings. The proposed awning will be compressed with an aluminum frame, and Sunbrella fabric in black. The lettering on the awning will indicate the name of the business (Itzin's Shoes & Repairs) in a cream color. The awning will be 8 feet above the sidewalk.

BUDGET/FISCAL IMPACT:

The owner was awarded a Façade Grant for this project in the amount of \$7,000 at the July 26, 2018 Historical Preservation Committee (HPC) meeting. All other costs associated with this project will be paid by the property owner.

RECOMMENDATION:

The Historic Preservation Commission (HPC) unanimously recommended approval of the Certificate of Appropriateness Application at their July 26, 2018 meeting.

TIMING/IMPLEMENTATION:

This item is for discussion at the August 7, 2018 Committee of the Whole meeting and per common practice is scheduled for final consideration at the Common Council meeting the same evening.

Attachments

COA 420-436 N. Pine St.

PROPOSAL

DATE: March 6, 2018

FROM:
CRAMER CONSTRUCTION
32810 YAHNKE RD.
BURLINGTON, WI. 53105
262-539-3060 or 262-767-0901

We are pleased to submit the following bid to:
Itzin's Shoe & Repairs
436 N Pine St.
Burlington, WI. 53105

DESCRIPTION OF WORK

Removal of existing Awnings

Remove existing awnings and dispose of awnings.
Construct walls, as needed, to flush walls with brick to receive new awning. New awning by others.
Cover new walls, as needed, with cedar or like material so ready for paint. Paint exposed cedar as needed, color by owner.
Re-work electric as needed.
Removal and disposal of all trash.

Total Material and Labor as described above

\$6,750.00

ALL MATERIALS AND LABOR: \$6,750.00
BID VALID FOR 30 DAYS FROM ABOVE DATE
FOR ACCEPTANCE OF PROPOSAL PLEASE CALL, SIGN,
DATE AND RETURN TO ABOVE ADDRESS.

ACCEPTED BY: _____



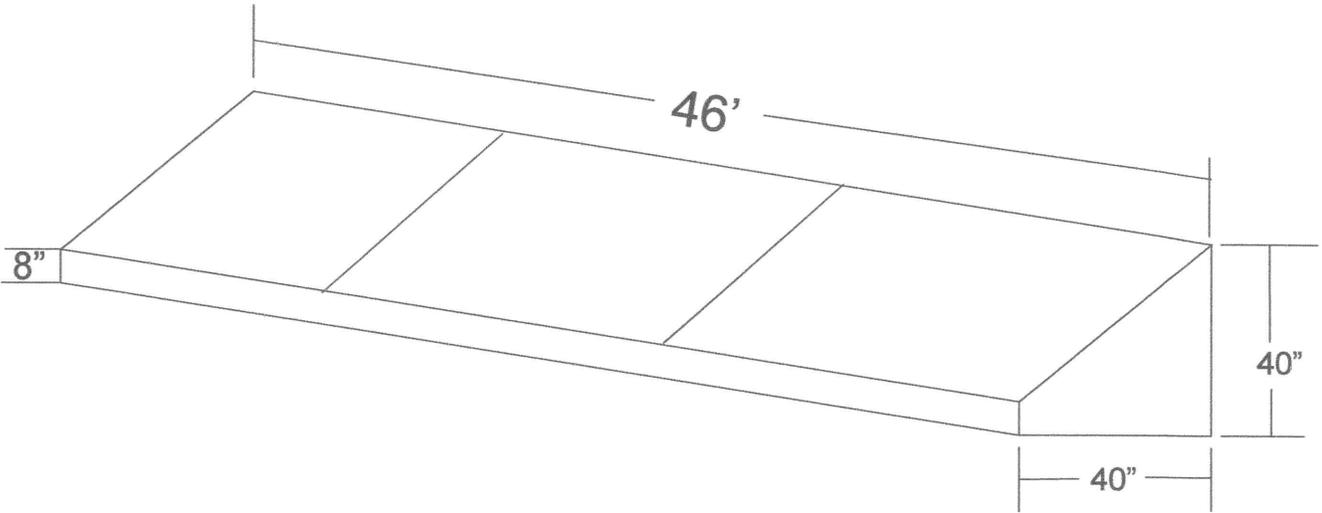
07.03.2018 12:28



Darker Maroon will be 1 1 2005
(ashley gray HC-87 or Rockport gray HC-105) also in

all of the lighter tan color on the buildings will be (litchfield gray HC-78)

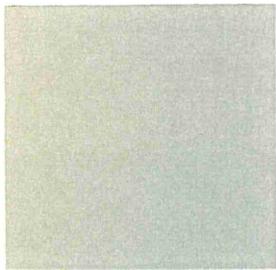
Benjamin Moore Historical Collection



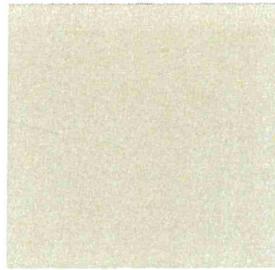
The manufacturing of one 40" x 40" x 46' awning
 COLOR Black Aluminum frame Sunbrella Fabric
 Awning made in (3) sections

Cream writing
8ft above sidewalk

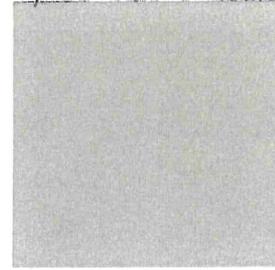
AWNING \$3,844.00
INSTALLATION \$1,485.00
 PLUS TAX / PERMITS



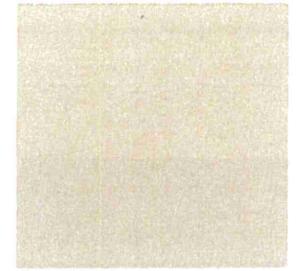
nantucket gray HC-111
gris de nantucket



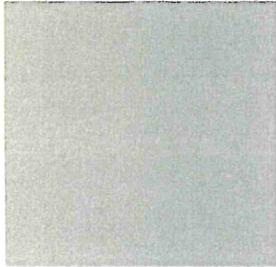
bleeker beige HC-80
beige de bleeker



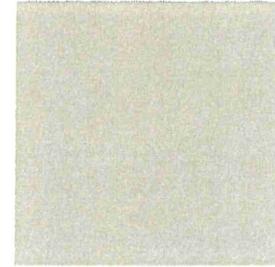
ashley gray HC-87
gris de ashley



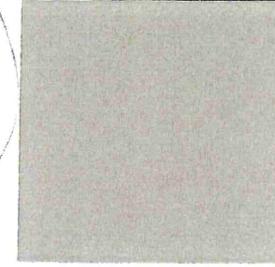
bradstreet beige HC-48
beige de bradstreet



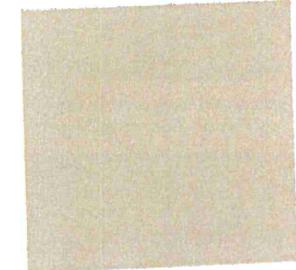
gettysburg gray HC-107
gris de gettysburg



bennington gray HC-82
gris de bennington

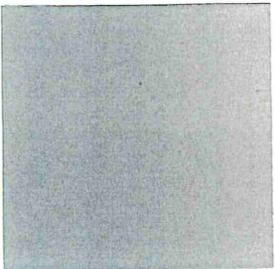


alexandria beige HC-77
beige de alejandria

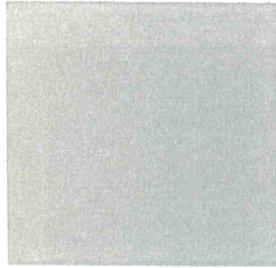


brookline beige HC-47
beige de brookline

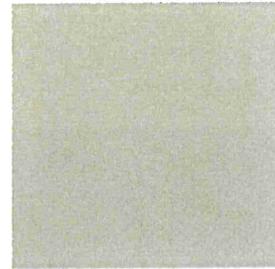
wickham gray HC-171
gris de wickham



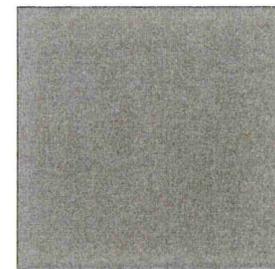
stonington gray HC-170
gris de stonington



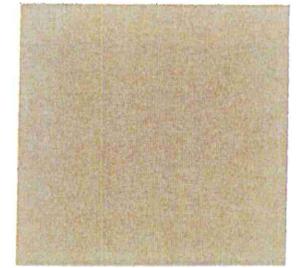
rockport gray HC-105
gris de rockport



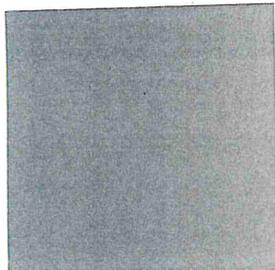
northampton putty HC-89
masilla de northampton



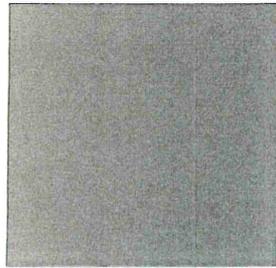
davenport tan HC-76
bronceado de davenport



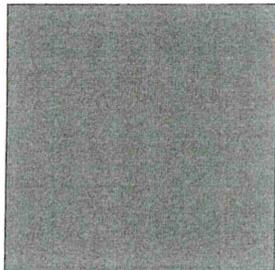
jackson tan HC-46
bronceado de jackson



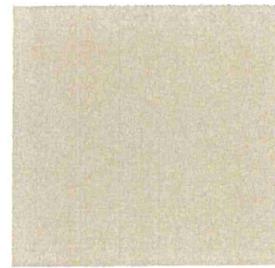
amherst gray HC-167
gris de amherst



gloucester sage HC-100
salvia de gloucester



cromwell gray HC-103
gris de cromwell



lenox tan HC-44
bronceado de lenox



van buren brown HC-70
marrón de van buren



hasbrouck brown HC-71
marrón de hasbrouck

elmira white HC-84
blanco de elmira

litchfield gray HC-78
gris de litchfield



DATE: August 7, 2018

SUBJECT: MOTION 18-907 - to consider approving a Certificate of Appropriateness for 164 E. Washington Street.

SUBMITTED BY: Gregory Guidry, Building Inspector

BACKGROUND/HISTORY:

According to Ch. 315-42E(1), the Common Council must approve any alteration including architectural appearance. Alterations include any exterior change (including painting), addition to, or demolition of any part or all of the exterior of a structure within the HPO District. In determining such approval, the Common Council shall take into consideration the recommendation of the Historic Preservation Committee.

Improvements to the property include new paint, an awning, new signage, an indoor/outdoor bar, window boxes, light fixtures, and new doors. The building was used as a laundromat and the proposed improvements would prepare its future use as a wedding-support venue with an indoor/outdoor bar and VRBO suites (“Vacation-Rental-By-Owner”). The proposed improvements include:

- A. New black paint above and below standard windows, and below the large front-windows.
- B. A new awning above three main window lines and feature black decorative corbels and a metal or copper roof.
- C. A new door for caterer entrance on the side of the building.
- D. Two new doors for main entrances on the front of the building that feature large glass panes.
- E. New signage that will be tinted with a blue background and black text, or a white background and black text. The sign is proposed to be lite within.
- F. An indoor/outdoor bar to the rear in the building. The bar will have black paint on the trim of windows and door frame, existing brick under the bar, a granite bar top (black), and a glass entry door with a black frame.
- G. Seven window boxes constructed of black metal below the second-story window on the side and rear of the building.
- H. Light fixtures installed over the main front entrances.
- I. Light fixture installed next to the new door for caterer entrance. The fixtures are mounted wall lanterns, and constructed of black metal.
- J. Light fixtures on the back of the building. The fixtures are mounted wall over lights, constructed of black metal, and provide lighting for the indoor/outdoor bar.
- K. A second-floor fire escape painted black.
- L. New windows on the side of the building that are the same style to replace the existing first-story windows.

BUDGET/FISCAL IMPACT:

The applicant will be applying for a facade grant after approval.

RECOMMENDATION:

The Historic Preservation Commission (HPC) unanimously recommended approval of the Certificate of Appropriateness Application at their July 26, 2018 meeting.

TIMING/IMPLEMENTATION:

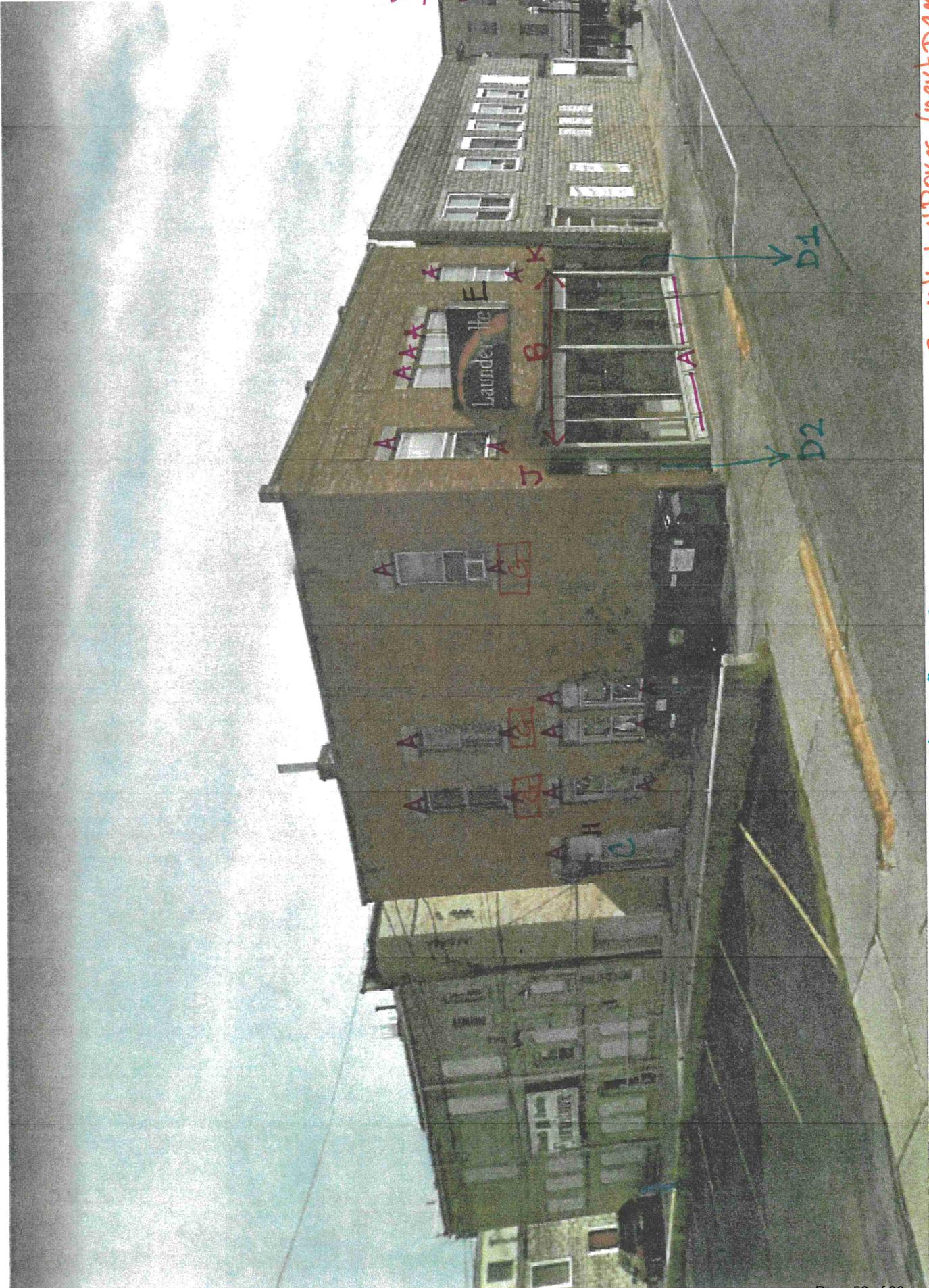
This item is for discussion at the August 7, 2018 Committee of the Whole meeting and per common practice is scheduled for final consideration at the Common Council meeting the same evening.

Attachments

COA 164 E. Washington St.

Jivilee

164 E WASHINGTON STREET
BURLINGTON, WI 53105



J = Light fixture over Door to Suites
 K = Light fixture over main entry door

G = Window Boxes (next page)
 H = Light fixture on side
 I = Light fixtures on back of bldg.

D = Main Doors
 E = Signage
 F = Indoor / Outdoor Bar (next page)

A = Painted Black
 B = Awning
 C = Caterer entrance door (3rd photo)







No Solicitors

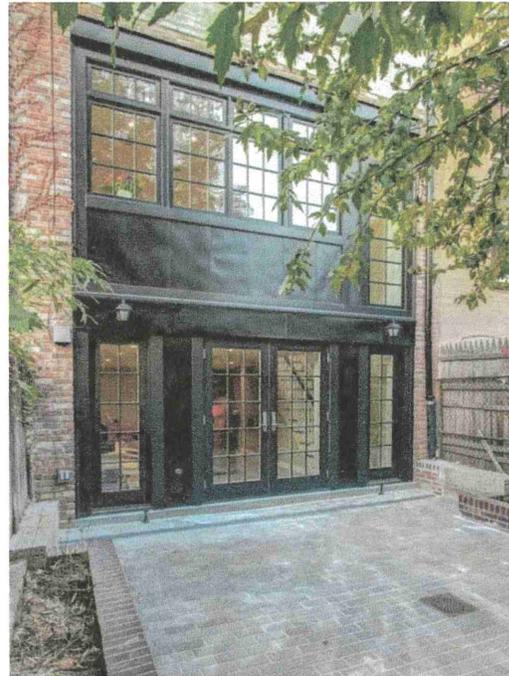
c

Wood
Painted
Best
Black by
Benjamin
Moore
A

JIVILEE VISION BOARD

164 E WASHINGTON STREET, BURLINGTON, WI 53105

EXTERIOR PAINT: BLACK, NOTED AS "A" ON PHOTOS
[WINDOW TRIMS, CONCRETE HEADERS & DOORS ONLY]



BEST BLACK PAINT
by Benjamin Moore



BLACK



BLACK BEAUTY



ONYX



BLACK INK



BLACK SATIN



SOOT



WROUGHT IRON



BLACK PANTHER



NIGHTFALL

WWW.204PARK.COM

JIVILEE VISION BOARD

164 E WASHINGTON STREET, BURLINGTON, WI 53105

NOTED AS "B" ON PHOTO, PG 1

The awning, which will span all three main window lines, will feature black decorative corbels and a metal or copper roof. We would like to feature a black copper awning (as shown below) with black steel corbels (as shown in photo on left side). Photo to the right shows the material & color that you would see facing the building. Color: Black by Benjamin Moore



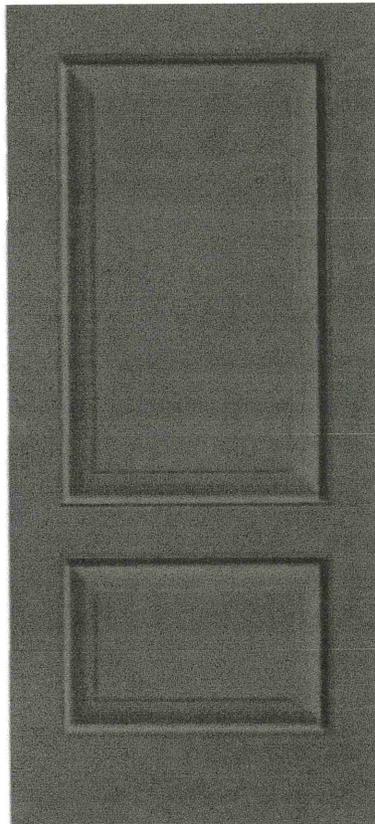
JIVILEE VISION BOARD

164 E WASHINGTON STREET, BURLINGTON, WI 53105

SIDE OF BUILDING FACING ALLEY:

MARKED AS "C" ON PGS 1, 2 & 3

This area will be hidden behind a fence (to block sight lines to the garbage dumpsters for Flippy's). This side will be updated to reflect a new entry door (for caterers, pictured below) and new windows (same style as existing windows).

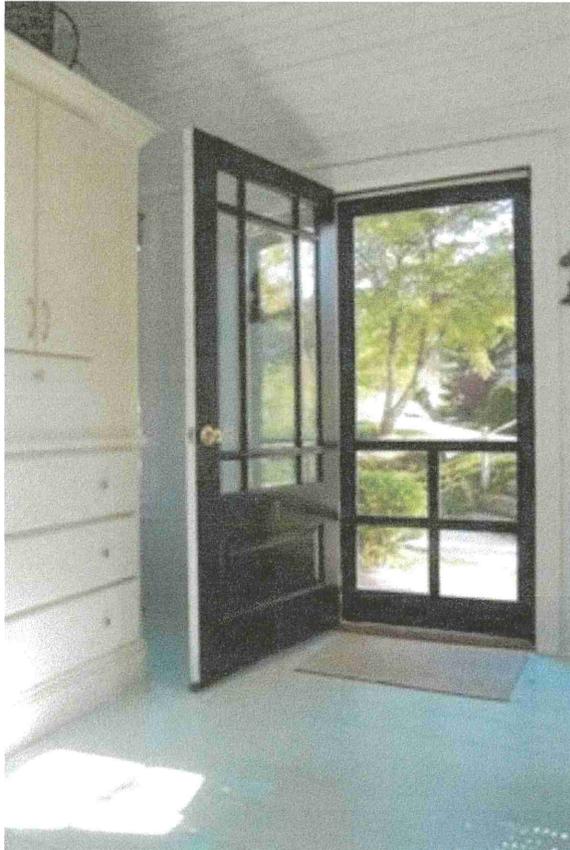


JIVILEE VISION BOARD

164 E WASHINGTON STREET, BURLINGTON, WI 53105

EXTERIOR DOORS: NOTED AS "D1" ON PG 1

Photo shows a replica of the style found on the original door of the 1895 building located at 413 N Pine Street; the building adjacent to Mercantile Hall. This door would be the main entrance to the space. "D1" on 1st Photo.



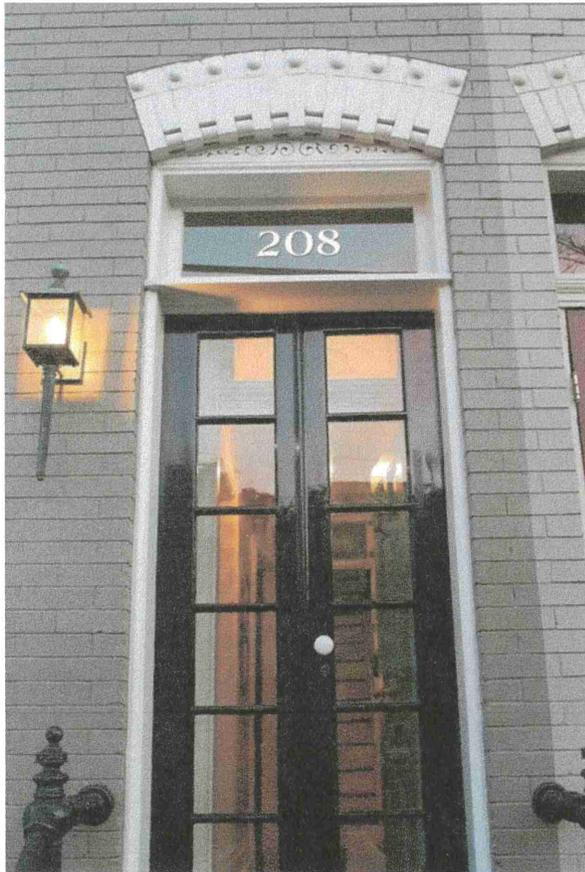
JIVILEE VISION BOARD

164 E WASHINGTON STREET, BURLINGTON, WI 53105

JIVILEE SUITES ENTRY: MARKED AS "D2" ON PG 1

The 2nd floor of Jivilee will be home to two suites (VRBO: Vacation Rentals by Owner) to serve the couples getting married at Mercantile Hall. Every week we bring people to Burlington from all over the country. Even if they're traveling from Chicago, the usability of the Suites is going to paramount to the convenience they experience and will keep them in town for a longer period of time (vs. walking them to Lake Geneva when the Hampton Inn is sold out).

Photo on the left is marked as "D2" on the photo. When peering through the glass, people can see the inside stairwell, which will look like the photo on the right.



JIVILEE VISION BOARD

164 E WASHINGTON STREET, BURLINGTON, WI 53105

SIGNAGE: NOTED AS "E" ON PG 1

Below is a photo of the steel frame blade sign we'd like to utilize for the front of the building. It will be lit from within. If blue color is not approved, we will move forward with white.



JIVILEE VISION BOARD

164 E WASHINGTON STREET, BURLINGTON, WI 53105

BACK EXTERIOR: MARKED AS "F1" ON 2ND PHOTO

We will add what is going to be one of the hallmarks of the space: an indoor/outdoor bar. This will allow us to integrate the guests from The Urb Garden (outdoor space) with the social space and restrooms within Jivilee.



Specs:

- Black trim on windows and door frame (Black by Benjamin Moore)
- Brick under bar remains intact. Entry door is glass with black frame.
- Granite bar top (will use Impala Black or Absolute Black based on availability of resource)
- Glass entry door with black frame

JIVILEE VISION BOARD

164 E WASHINGTON STREET, BURLINGTON, WI 53105

BACK EXTERIOR: MARKED AS "F2" ON 2ND PHOTO

Exterior lighting on back side of Jivilee shown below. Color: Blac

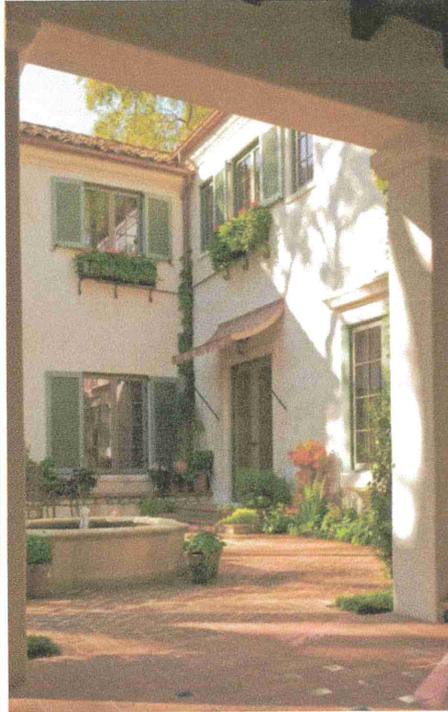


JIVILEE VISION BOARD

164 E WASHINGTON STREET, BURLINGTON, WI 53105

WINDOW BOXES: MARKED AS "G" ON 2ND PHOTO

We are going to approach Flippy's requesting permission to add window boxes on their upper windows. If they reject our request, we intend to feature a freestanding metal frame to support the growth of plants and greenery.



JIVILEE VISION BOARD

164 E WASHINGTON STREET, BURLINGTON, WI 53105

SIDE DOOR LIGHT FIXTURE: MARKED AS "H" ON PGS 1&2

We are going to approach Flippy's requesting permission to add window boxes on their upper windows. If they reject our request, we intend to feature a freestanding metal frame to support the growth of plants and greenery.



JIVILEE VISION BOARD

164 E WASHINGTON STREET, BURLINGTON, WI 53105

2ND FLOOR FIRE ESCAPE: MARKED AS "I" ON PGS 2

Anticipating a need for a 2nd form of egress for the VRBO units on the 2nd floor, we are going to remove a circular staircase that does not meet code with an exterior fire escape solution (ours will be painted black).





DATE: August 7, 2018

SUBJECT: MOTION 18-908 - to consider approving a Certificate of Appropriateness for 413 N. Pine Street.

SUBMITTED BY: Gregory Guidry, Building Inspector

BACKGROUND/HISTORY:

According to Ch. 315-42E(1), the Common Council must approve any alteration including architectural appearance. Alterations include any exterior change (including painting), addition to, or demolition of any part or all of the exterior of a structure within the HPO District. In determining such approval, the Common Council shall take into consideration the recommendation of the Historic Preservation Committee.

The proposed project consists of:

New construction of an outdoor space to replace the existing building that is unsalvageable. The applicant proposes to deconstruct the remains of the original building, yet salvage many of the cream city bricks to use on-site for the proposal future use. The new construction will consist of a one-story brick wall with an iron gateway, leading to an outdoor area covered by a wooden pergola. Although, removal of the downtown structure is not preferred, the unique circumstances of the situation and the evaluation of the structure lead the property owner to the following use. The proposed use as an outdoor seating is a conditional use. A Site Plan and Conditional Use will need to be approved by the Plan Commission prior to the deconstruction. The Urb Garden will be a conditional use to serve as a useable outdoor space to support both the Mercantile Hall (425 N. Pine Street) and the Jivilee (164 E. Washington Street).

BUDGET/FISCAL IMPACT:

The applicant will be applying for a facade grant after approval.

RECOMMENDATION:

The Historic Preservation Commission (HPC) unanimously recommended approval of the Certificate of Appropriateness Application at their July 26, 2018 meeting.

TIMING/IMPLEMENTATION:

This item is for discussion at the August 7, 2018 Committee of the Whole meeting and per common practice is scheduled for final consideration at the Common Council meeting the same evening.

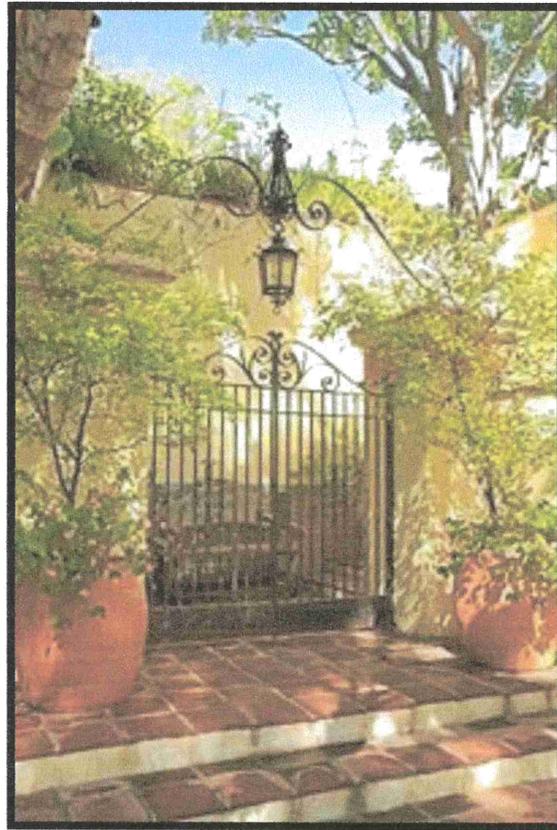
Attachments

COA 413 N. Pine St.

THE
URB
GARDEN

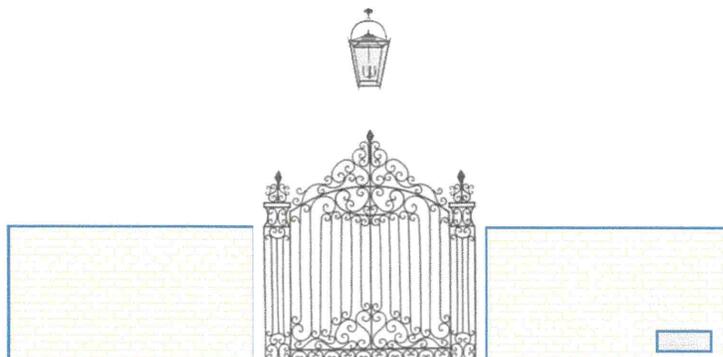
413 N PINE STREET
BURLINGTON, WI 53105

THE URB GARDEN VISION BOARD



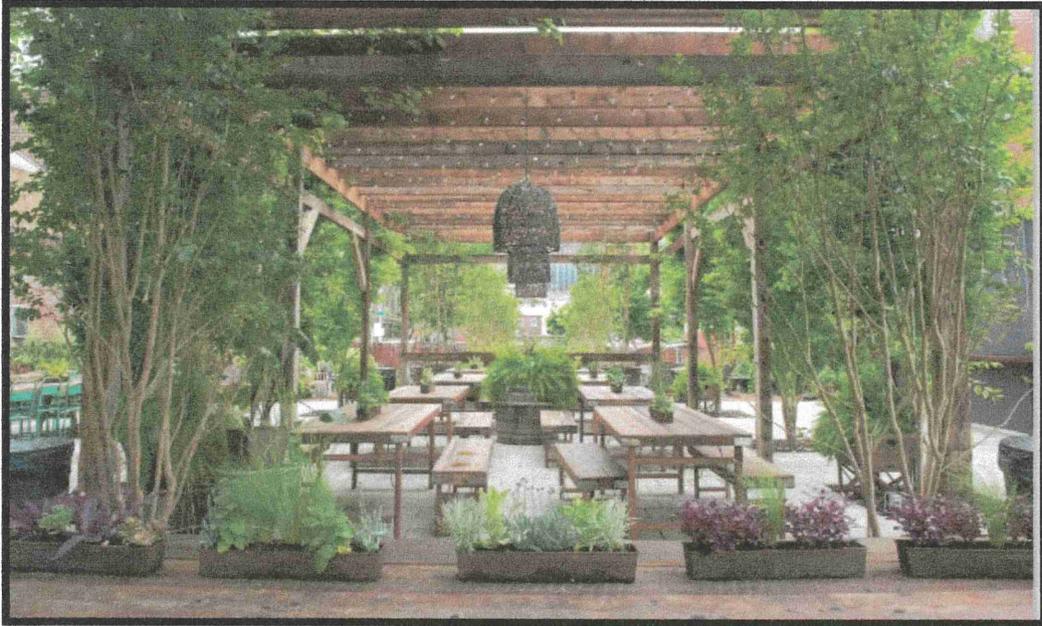
FINDINGS & RECOMMENDATION:

- Building façade is not able to be salvaged
- Recommendation is to remove the building entirely for public safety, utilize cream city brick to create a partial wall on Pine Street side, and feature a wrought iron gate entrance with suspended gas light.
- We intend to salvage the 1875 sign from the top of the damaged building and retain the corbels as well, to utilize them (if they're able to be saved) in the design of the entrance
- Drawing below of intended transformation utilizing salvaged cream city brick, 1875 sign (in bottom right corner), adding black wrought iron gates and suspended gas light over gates.



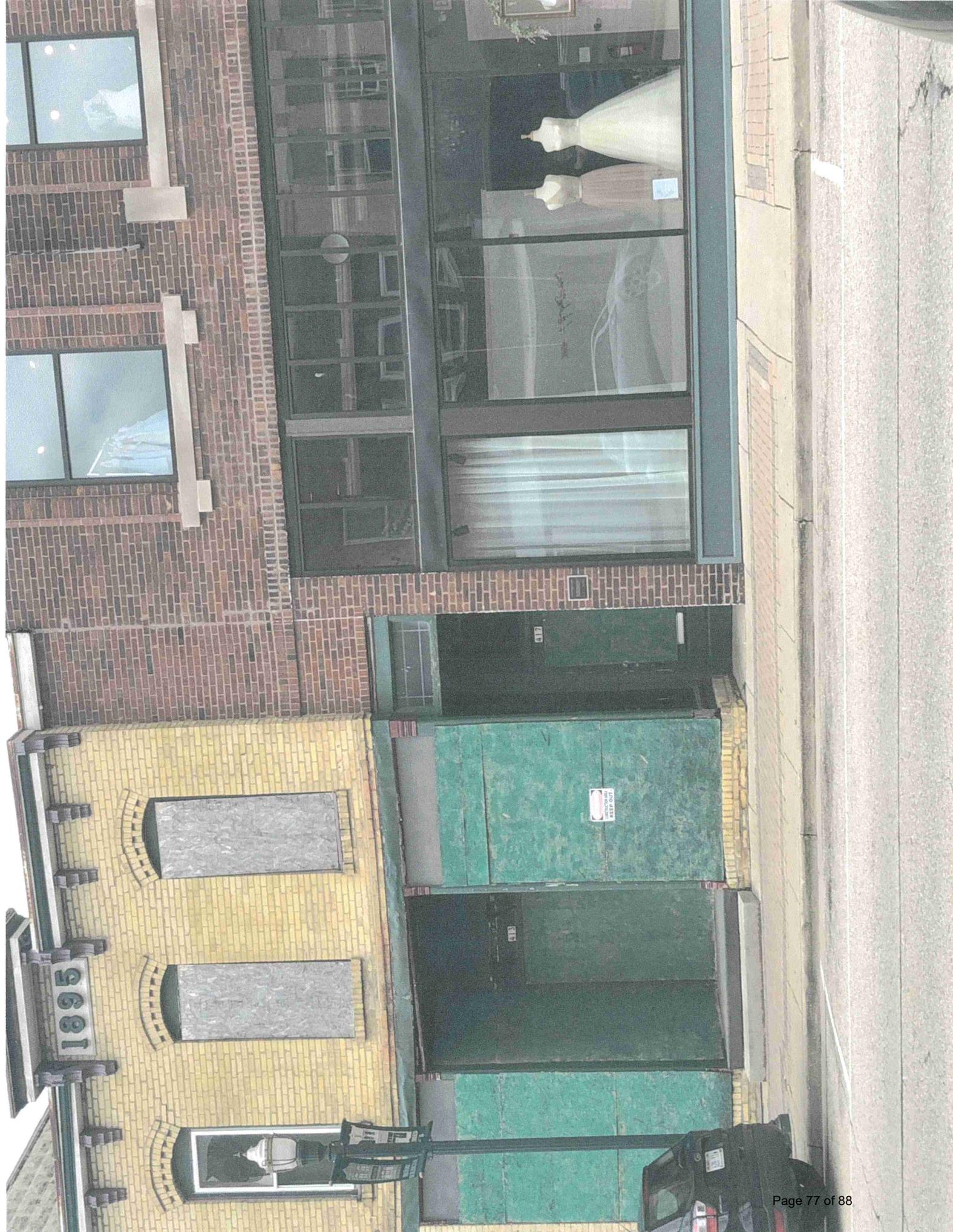
Transform the remaining space between the Mercantile building and Jivilee / Flippy's buildings to create a usable outdoor area for both Mercantile Hall and Jivilee.

Create a wooden pergola to block sight lines to the upstairs apartment tenants while warming the space and adding dimension and character.



Pergola Specs:

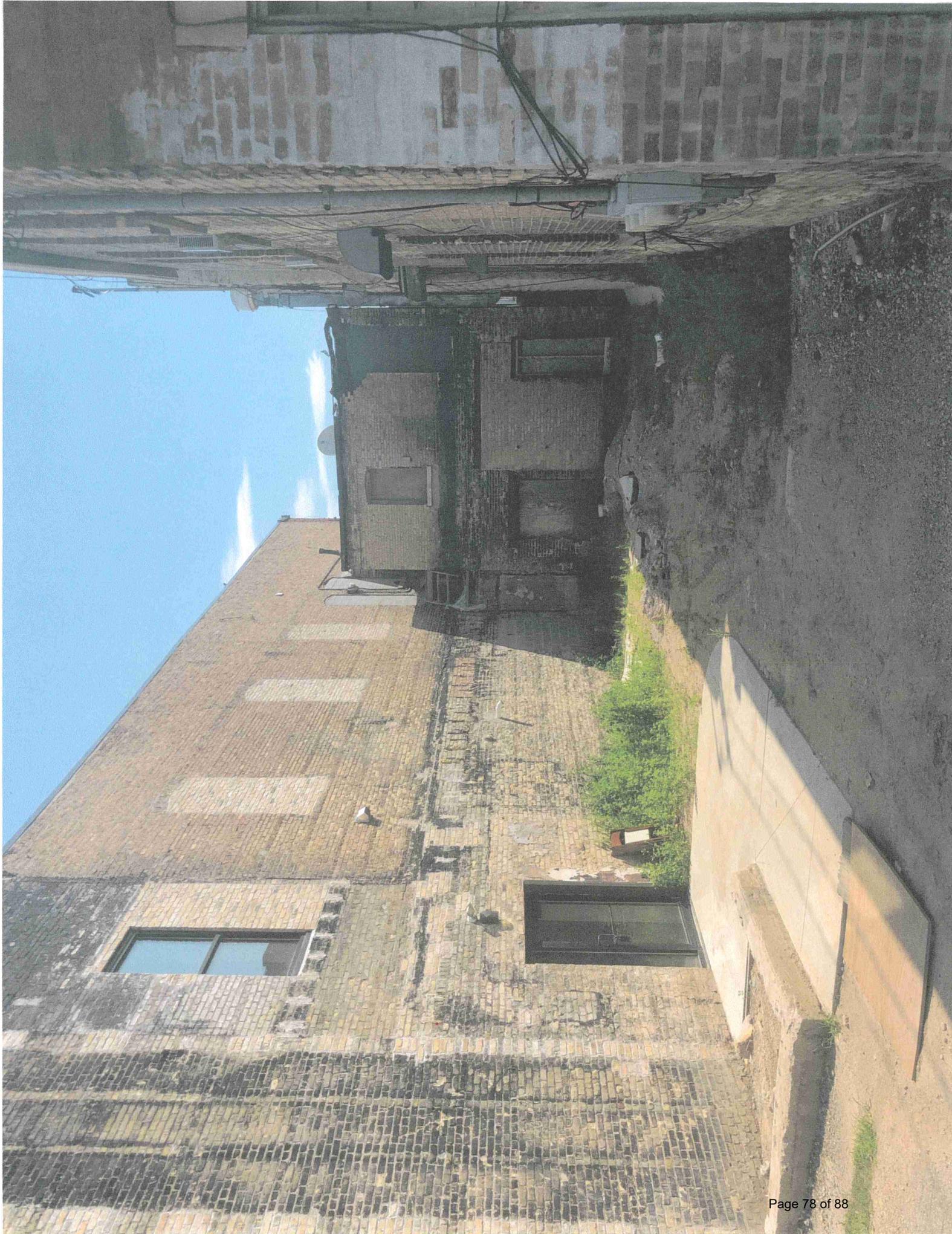
- Constructed of Montana Cedar
- Size: 32' x 20'
- 8x8 stained posts retaining natural cedar color

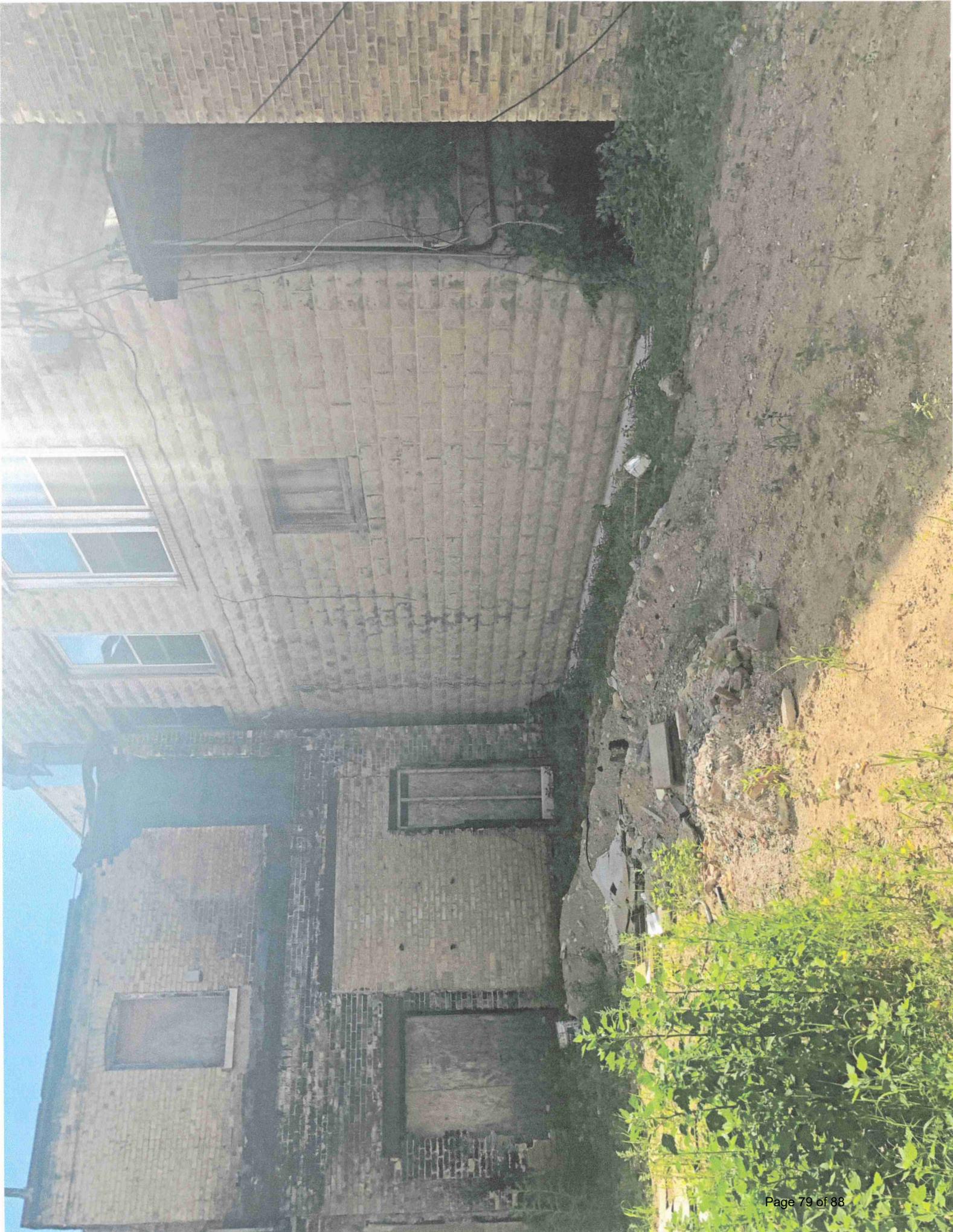


1895

117

NO PARKING
IN THIS ZONE







DATE: August 7, 2018

SUBJECT: **MOTION 18-909** - to amend the Racine County Holding Tank Agreement in order to allow for the Municipal City of Burlington greater oversight of control over the installation of Holding Tanks at the Burlington Airport.

SUBMITTED BY: Carina Walters, City Administrator

BACKGROUND/HISTORY:

At the present time, municipal sanitary sewer service and municipal water service are not available to serve the Hangars at the Airport. As such, the City cannot deny Holding Tanks and/or the use of wells. One or more of the airplane owners have Hangars at the Airport and have obtained a Holding Tank Agreement from the County for installation of a holding tank at the Hangar at which the Owner's airplane is located and housed at the Airport. The underlying property is the City of Burlington's.

Historically, the City of Burlington has not been a part of the procedural/approval process for the installation of Holding Tanks at the Airport; therefore, the City may not have an accurate map of all the holding tanks that currently exist at the Airport. Allowing the City to be a part of the process, will help to better identify holding tank locations and greater oversight.

Lastly, if the City should decide to extend sewer and water to the Airport, Hangar owners would be required to comply with all City regulations, at the owner's expense, as outlined within the attached amendment (page 6 - 13. Future Availability of Municipal Sanitary Sewer).

BUDGET/FISCAL IMPACT:

There is no budget/fiscal impact

RECOMMENDATION:

Staff recommends approval of this amendment.

TIMING/IMPLEMENTATION:

This item is scheduled for discussion at the August 7, 2018 Committee of the Whole meeting and is scheduled for final consideration at the August 21, 2018 Common Council meeting.

Attachments

Amendment to Holding Tank Agreement
Holding Tank Agreement

AMENDMENT TO A HOLDING TANK AGREEMENT

This amendment (the “Amendment”) is entered into this _____ day of _____, 2018, by and between:

- a) The COUNTY OF RACINE, WISCONSIN, being a quasi-municipal corporation organized under the laws of the State of Wisconsin, with its offices located at the Racine County Courthouse, 730 Wisconsin Avenue, Racine, Wisconsin 53403 (hereinafter referred to as the “County”); and
- b) The CITY OF BURLINGTON, WISCONSIN, being a municipal corporation organized under the laws of the State of Wisconsin, with its City Hall located at 300 North Pine Street, Burlington, Wisconsin 53105 (hereinafter referred to as the “City”); and
- c) _____, being an adult resident of the State of _____, residing at _____ (hereinafter referred to as the “Owner”).

Introduction

The City owns and operates an airport (the “Airport”) located in the City of Burlington, Wisconsin. The City, as a part of its operation of the Airport, has entered into written lease agreements with the owners of airplanes who wish to house and keep their airplanes at the Airport, in hangars located at the Airport.

Under the terms of these lease agreements, the City continues to own the real estate on which a hangar (the “Hangar”) is located, while the Hangar itself is owned by Owner, as the personal property of the Owner.

At the present time, municipal sanitary sewer service and municipal water service are not available to serve the Hangars at the Airport. One or more owners of airplanes having Hangars at the Airport accordingly wish to, and have, obtained a Holding Tank Agreement from the County for the installation of a holding tank (the “Holding Tank”) at the Hangar at which the Owner’s airplane is located and housed at the Airport.

The City is now taking steps to control the procedures and approval process used for the installation of a Holding Tank at the Airport. Until now, the City has historically not been a part of that procedural/approval process, even though it is the owner of the real estate on which the Holding Tank is installed.

This Amendment to the County’s standard-form Holding Tank Agreement is being entered into by the parties in recognition of the unique ownership of the real estate (the Airport) and the personal property (the Hangar) at the Airport.

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

1. “Introduction” is Correct. The above “Introduction” is true and correct, and is hereby incorporated herein by reference.
2. Owner of the Hangar. The Owner owns, as personal property, the Hangar at the Airport that has the following address and location at the airport:

3. The Holding Tank Agreement. Attached hereto as Exhibit A is the Holding Tank Agreement, dated _____, 2018, which (i) has been entered into by the County and the Owner, for a Holding Tank that services the Owner's Hangar, and (ii) is hereby amended by this Amendment.

4. Compliance with the Holding Tank Agreement. Owner shall, in all respects, comply with (i) the provisions of the attached Holding Tank Agreement (Exhibit A), and (ii) all applicable laws, rules, and regulations pertaining to the use and/or maintenance and/or ultimate removal of the Holding Tank. The City shall be an additional party that can enforce Owner's said compliance, whether through an action at law or in equity.

5. Failure of Compliance. In the event Owner fails to comply with the provisions of the attached Holding Tank Agreement (Exhibit A), then:

- a) The County shall not try to levy any of its costs of enforcement on the real property of the Airport, that is owned by the City; and
- b) The County shall instead rely solely on collecting from the Owner and/or from the Guarantor (see below) any such costs and expenses.

6. No Municipal Water Service. There is no municipal water service at the Airport for the owners of Hangars. The attached Holding Tank Agreement (Exhibit A) is amended accordingly.

7. Personal Guarantee. The undersigned _____, being a [shareholder] [director] [officer] [partner] [member] [manager] of Owner, shall, and hereby do/

does, personally guarantee the performance of the obligations imposed upon Owner under the attached Holding Tank Agreement (Exhibit A) and this Amendment, and such personal guarantee shall be enforceable by the County and/or the City, and/or by any other governmental body having jurisdiction in the matter.

8. Indemnification. Owner shall, and hereby does, AGREE TO INDEMNIFY AND HOLD HARMLESS the County and the City, and their respective officials, officers, employees, representatives, and/or agents, from and against any and all claims, actions, judgments, damages, costs, and expenses (including, but not limited to, reasonable actual attorney fees), and/or any other liability of any nature whatsoever, that may arise, directly or indirectly, as a result of:

- a) The City and/or the County entering into this Amendment, and as such, the Holding Tank Agreement attached hereto as Exhibit A; and/or
- b) Owner's use, or any other person's use, of the Holding Tank; and/or
- c) Owner's failure to use and/or maintain the Holding Tank in full compliance with this Amendment and/or the Holding Tank Agreement (Exhibit A); and/or
- d) Owner's violation of any of the laws of any governmental body pertaining to the use, maintenance, and/or ultimate removal of the Holding Tank from the Airport; and/or
- e) The violation of any governmental laws pertaining to hazardous waste and/or hazardous materials, as a result of the maintenance of the Holding Tank by Owner, and/or the use of the Holding Tank, whether by Owner or by any other person; and/or

- f) The failure of the proper and lawful removal of the Holding Tank from the Airport when so desired by Owner, or when abandoned by Owner, and/or whenever required under the law.

9. Assignment. Upon any assignment by Owner of this Amendment and related Holding Tank Agreement to any third party, Owner (and its Guarantor) shall still be liable to the City and the County under this Amendment and Holding Tank Agreement, unless both the County and the City expressly agree otherwise in writing, through resolutions of their respective governing bodies.

10. Inspection and Access. The City and the County shall have the right at any time to enter the Owner's Hangar for the purpose of inspecting the Holding Tank.

11. Notice. Any notice required to be given by a party to another party(ies) shall be in writing, and shall be delivered to such other party(ies) either by (i) personal service, or (ii) certified mail in a postpaid envelope addressed to such party(ies) at the address specified above in this Amendment and/or Holding Tank Agreement, or to such other address as may from time to time be designated in writing by such other party(ies). Delivery by certified mail shall be deemed made and completed upon depositing the said postpaid envelope in the United States Mail.

12. Governing Law. This Amendment and Holding Tank Agreement shall be governed by, construed, interpreted, and enforced in accordance with the laws of the State of Wisconsin (but without giving effect to the conflict-of-law provisions of the State of Wisconsin). Venue for any legal action arising from or pertaining to this Amendment and/or Holding Tank Agreement shall solely and exclusively be Racine County Circuit Court in Racine County, Wisconsin.

13. Future Availability of Municipal Sanitary Sewer. At such time as the City of Burlington makes municipal sanitary sewer service available to the Owner's Hangar, then Owner shall, at Owner's own cost and expense, do the following:

- a) Abandon and entirely remove the Holding Tank from the Owner's Hangar, in full compliance with the then-existing City of Burlington ordinances and all applicable state laws; and
- b) Connect the Owner's Hangar to the City of Burlington municipal sanitary sewer system, in full compliance with the then-existing City of Burlington ordinances and all applicable state laws; and
- c) Pay to the City of Burlington the then-existing connection fee and any other fees or charges then required under the law for connection to the City of Burlington municipal sanitary sewer system;
- d) Municipal sanitary sewer service shall be deemed available to Owner's Hangar if there is a sanitary sewer main located within Five Hundred Feet (500') of the nearest point of Owner's Hangar to the said sanitary sewer main, to which Owner may make a connection for municipal sanitary sewer service. The duty of the Owner to connect to the municipal sanitary sewer system, as described above, shall include, but not be limited to, the installation of a sanitary sewer lateral that connects the sanitary sewer main to the location in Owner's Hangar specified by Owner, all at the cost and expense of the Owner.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the date first written above.

CITY:
City of Burlington, Wisconsin

COUNTY:
County of Racine, Wisconsin

By: _____
Jeannie Hefty
Mayor

By: _____
Brian Jensen
Superintendent of Development
Services

Attest: _____
Diahn Halbach
City Clerk

OWNER:

GUARANTOR:

By: _____
Signature(s)

Title(s)

Printed Name(s)

By: _____
Signature(s)
As an individual person, signing as
the Guarantor of Owner under the
provisions of above Paragraph No. 7

Printed Name

Residential Address

City, State, Zip

Document #	<u>HOLDING TANK AGREEMENT</u> This agreement is made between the governmental unit and holding tank owner(s).	
Name and Return Address:		
Parcel Id. #:	Agreement Date:	
Holding Tank Owner(s):	Governmental Unit:	
We acknowledge that application is being made for the installation of (a) holding tank(s) on the following property: (Provide legal land description below or attach)		

or that continued use of the existing premises requires that a holding tank be installed on the property for the purpose of proper containment of sewage. Also, the property cannot now be served by a municipal sewer, or any other type of private onsite wastewater treatment system (POWTS) as permitted under Ch. SPS 383, Wis. Adm. Code, or Ch. 145, Stats.

As an inducement to the County of Racine to issue a sanitary permit for the above described property, we agree to do the following:

1. Owner agrees to conform to all applicable requirements of Ch. SPS 383, Wis. Adm. Code relating to holding tanks. If the owner fails to have the holding tank properly serviced in response to orders issued by the governmental unit to prevent or abate a human health hazard as described in s. 254.59, Stats., the governmental unit may enter upon the property and service the tank or cause to have the tank to be serviced and charge the owner by placing the charges on the tax bill as a special assessment for current services rendered. The charges will be assessed as prescribed by s. 66.0703, Stats.
2. The owner agrees, pursuant to s. SPS 383.54 (2), Wis. Adm. Code, to have a water meter installed in a building or structure, if required by code. The water meter shall be installed by a plumber authorized by the State to conduct such installations, with said installation complying with State regulations and manufacturers specifications. The owner agrees to be finally responsible for the purchase, installation, maintenance, and repair of the water meter, and agrees to allow the governmental unit to enter the above described property on a regular basis to read and/or inspect the water meter.
3. Owner agrees to pay all charges and cost incurred by the governmental unit for inspection, pumping, hauling, or otherwise servicing and maintaining the holding tank in such a manner as to prevent or abate any human health hazard caused by the holding tank. The governmental unit shall notify the owner of any costs which shall be paid by the owner within thirty (30) days from the date of notice. In the event the owner does not pay the costs within thirty (30) days, the owner specifically agrees that all the costs and charges may be placed on the tax roll as a special assessment for the abatement of a human health hazard, and the tax shall be collected as provided by law.
4. The owner, except as provided by s. 281.48 (3) (d), Stats., agrees to contract with a person who is licensed under Ch. NR 113, Wis. Adm. Code, to have the holding tank serviced and to file a copy of the contract or the owner's registration with the governmental unit. The owner further agrees to file a copy of any changes to the service contract, or a copy of a new service contract, with the governmental unit within ten (10) business days from the date of change to the service contract.
5. The owner agrees to contract with a person licensed under Ch. NR 113, Wis. Adm. Code, who shall submit to the governmental unit and the county, a report in accordance with s. SPS 383.55, Wis. Adm. Code, for the servicing of the holding tank. In the case of registration under s. 281.48 (3) (d), Stats., the owner shall submit the report to the governmental unit and the county. The governmental unit or county may enter upon the property to investigate the condition of the holding tank when pumping reports and meter readings may indicate that the holding tank is not being properly maintained.
6. This agreement will remain in effect only until the governmental unit responsible for the regulation of private sewage systems certifies that the property is served by either a municipal sewer or a soil absorption system that complies with Ch. SPS 383, Wis. Adm. Code. In addition, this agreement may be canceled by executing and recording said certification with reference to this agreement in such manner which will permit the existence of the certification to be determined by reference to the property.
7. This agreement shall be binding upon the owner, the heirs of the owner, and assignees of the owner. The owner shall submit the agreement to the register of deeds, and the agreement shall be recorded by the register of deeds in a manner which will permit the existence of the agreement to be determined by reference to the property where the holding tank is installed.

Owner(s) Name(s) - Please Print	Governmental Unit Official Name - Please Print	Subscribed and sworn to before me on this date:
	Governmental Unit Official Title - Please Print	Notary Public
Notarized Owner(s) Signature(s)	Governmental Unit Official Signature	My commission expires:

This instrument was drafted by: _____