



CITY OF BURLINGTON

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

AGENDA COMMITTEE OF THE WHOLE

Wednesday, November 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:
TBD

1. **Call to Order - Roll Call**
2. **Citizen Comments**
3. **Approval of Minutes** (*T. Preusker*)
 - A. Approval of the October 16, 2018 Committee of the Whole Meeting Minutes.
4. **PRESENTATION:**
Presentation by Jerry Franke of Franke Development Advisors regarding the housing needs of Racine County.
5. **DISCUSSIONS:**
 - A. **Discussion** Regarding a Downtown Strategic Plan Initiative Update from the Racine County Economic Development Committee (RCEDC) and a Branding Initiative update from the City of Burlington Branding Committee.
 - B. **Discussion** Regarding the Economic Development Strategic Initiatives from the City's 2015 Strategic Plan and possible financial incentives.
6. **RESOLUTIONS:**
 - A. **Resolution 4924(26)** To grant an Easement from the City of Burlington to 492 N. Pine Street LLC for the Alley located behind 492 N. Pine Street.

7. **ORDINANCES:** None

8. **MOTIONS:**

- A. **Motion 18-913** To consider approving a Certificate of Appropriateness and Sign Permit for property located at 457 Milwaukee Avenue.
- B. **Motion 18-914** To consider approving a Certificate of Appropriateness for property located at 492 N. Pine Street.
- C. **Motion 18-915** To consider approving a Certificate of Appropriateness for property located at 541-549 N. Pine Street.
- D. **Motion 18-916** To approve the Beaumont Field Lease Agreement with Burlington Baseball 2000.

9. **ADJOURNMENT** (*T. Bauman*)

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: November 7, 2018

SUBJECT: MEETING MINUTES - Approval of the October 16, 2018 Committee of the Whole Meeting Minutes.

SUBMITTED BY: Diahnn Halbach, City Clerk

BACKGROUND/HISTORY:

The attached minutes are from the October 16, 2018 Committee of the Whole meeting.

BUDGET/FISCAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval of the attached minutes from the October 16, 2018 Committee of the Whole meeting.

TIMING/IMPLEMENTATION:

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

Attachments

COW Minutes



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

CITY OF BURLINGTON
Committee of the Whole Minutes
Jeannie Hefty, Mayor
Diahnn Halbach, City Clerk
Tuesday, October 16, 2018

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

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

Staff present: Administrator Carina Walters, City Attorney John Bjelajac, Finance Director Steve DeQuaker, Public Works Director Peter Riggs, Police Chief Mark Anderson, Fire Chief Alan Babe and Intern Nick Faust.

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

3. **Approval of the October 16, 2018 Committee of the Whole Minutes**

A motion was made by Alderman Kott with a second by Alderman Rauch. With all in favor the motion carried.

4. **RESOLUTIONS:**

- A. **Resolution 4921(23)** to approve a Memorandum of Understanding for the submittal of a Joint Grant Application between the City of Burlington Fire Department and Rochester Volunteer Fire Company to the Federal Emergency Management Agency (FEMA) regarding the Joint Assistance to Firefighters Grant for VHF mobile and portable radios.

Chief Babe reviewed the background history stating that the Rochester Volunteer Fire Company and the City of Burlington Fire Department are seeking to jointly apply for the Joint Assistance to Firefighters Grant for VHF mobile and portable radios. Chief Babe stated it is his goal to outfit every person on staff.

- B. **Resolution 4922(24)** to approve the Grant Application for the City of Burlington Fire Department to the Federal Emergency Management Agency (FEMA) regarding the Joint Assistance to Firefighters Grant for Source Capture Exhaust Extraction System.

Chief Babe reviewed the background history and stated that he is requesting funding from the 2018 Assistance to Firefighters Grant Program (AFG) under the Operations and Safety section for a direct source capture exhaust removal system for all nine vehicles housed in the firehouse station. Chief Babe stated that this request is being made under the Operations and Safety program to provide for the safety and health of the public, firefighters and first responders that work or visit the fire station and that this will allow the department to comply with the recommended removal of toxic exhaust

gasses, particularly matter and carcinogens.

- C. **Resolution 4923(25)** - Approval of Change Order Number Two with All-Ways Contractors for the Lewis Street Wall Project for an increase of the contract in the amount of \$58,004.72.

Director Riggs explained that additional work was required due to unforeseen footing removal activities, as the wall footing was much larger than expected and was not accounted for in the project quantities.

Alderman Schultz asked if the extra costs could have been foreseen prior to the start of the project. Riggs responded the costs would not have been avoided either way and the project still would have incurred additional costs.

5. **ORDINANCES:**

- A. **Ordinance 2042(8)** - To amend the Official Traffic Map to remove the existing "15 Minute Parking Zone" and replacing it with a "Two-Hour Parking Zone" at 473-481 Milwaukee Avenue.

Chief Anderson reviewed the background history and stated that the business owners at 473-481 Milwaukee Avenue have requested to remove the 15 minute parking zone as this space would be better served by the two hour parking zone.

6. **MOTIONS:** There were none.

7. **ADJOURNMENT**

A motion was made by Alderman Meyer with a second by Alderman Preusker to adjourn. With all in favor the meeting adjourned at 6:47 p.m.

Minutes respectfully submitted by:

Diahnn C. Halbach
City Clerk
City of Burlington



COMMITTEE OF THE WHOLE

ITEM NUMBER 5A

DATE: November 7, 2018

SUBJECT: DISCUSSION Regarding a Downtown Strategic Plan Initiative Update from the Racine County Economic Development Committee (RCEDC) and a Branding Initiative update from the City of Burlington Branding Committee.

SUBMITTED BY: Carina Walters, City Administrator

BACKGROUND/HISTORY:

Please see the attached memorandum from Jenny Trick of RCEDC that summarizes the Downtown Strategic Plan Committee activities that began in 2015.

Rosemary Dolatowski, Burlington Branding Committee member, will also present the results from the committees city wide branding initiatives.

BUDGET/FISCAL IMPACT:

N/A

RECOMMENDATION:

For discussion only.

TIMING/IMPLEMENTATION:

This item is for discussion at the November 7, 2018 Committee of the Whole meeting.

Attachments

Memorandum from Jenny Trick
Branding Presentation

MEMORANDUM

TO: BURLINGTON CITY COUNCIL
 FROM: JENNY TRICK, EXECUTIVE DIRECTOR, RCEDC
 RE: BURLINGTON DOWNTOWN COMMITTEES
 DATE: NOVEMBER 7, 2018

The purpose of this memorandum is to provide a summary report on the Downtown Planning activities that occurred between 2016, 2017 and 2018.

BACKGROUND

In early 2016 the City of Burlington and RCEDC hosted a community stakeholder meeting to review historical plans that included the 2000 Comprehensive Downtown Plan, the 2008 Downtown Plan and the results of two city surveys (community wide and city businesses). Feedback from this 2016 community stakeholder meeting was captured and was used to inform the next step which included a Downtown Visioning exercise led by Wisconsin Economic Development Corporation.

Using the National “Main Street” program as a structure to develop Burlington’s Downtown Revitalization Plan, a four committee plan was developed that included (1) Design Committee; (2) Economic Vitality Committee; (3) Planning and Organization Committee; and finally (4) Promotions Committee.

The City Council adopted the Downtown Plan in mid-2016. Since its adoption teams of volunteers have rallied behind one or more of the four committees all of which were led by team leaders who, with the assistance of the City and RCEDC, made progress on the committees’ assigned tasks.

COMMITTEE PROFILES AND PLAN SUMMARIES

The adopted Plan included goals, action items and measurable outcomes for each committee. In late 2016 it was determined that the Plan needed to be modified to adjust the tasks for each team, rearrange the talent on each team and establish a timeframe by which all projects should be completed (Q4 2018 completion goal).

The modified Plans is summarized as follows:

- (1) **Design Committee** – Led by Wendy Lynch and Megan Watkins was charged with creating a “how to guide” specific to securing occupancy (new or expanding business) in the greater downtown area as well as work with the City to update its website to highlight revitalization efforts and the value of investing in Burlington’s downtown. The team was asked to complete the following:

Task	Results
Review design guideline materials and City website to ensure user-friendly for property owners and	✓ City updated website to add business friendly resources including the new

businesses.	“Toolbox” document.
Create landing page on city website for downtown revitalization efforts to track projects and progress.	✓ City staff uploaded all updates that were provided by Team Leaders.
Update existing community profile and distribute to real estate and community	✓ Working with RCEDC, added link to the RCEDC community profiles on the City website.
Develop marketing materials for recruitment targets and for top three redevelopment sites.	<ul style="list-style-type: none"> ✗ Identification of the redevelopment sites proved difficult to complete. ✓ New marketing materials for the Burlington financial programs was prepared by RCEDC and posted on the City’s website.

(2) **Economic Vitality Committee** – Led by Barb Bakshis, Michelle Peterson and Brad Lois was charged with researching and recommending content and process to convey the value of investing and operating in Burlington. The team was asked to complete the following:

Task	Results
Survey property owners to identify improvement needs and challenges	✓ Team developed a survey and completed a walking tour of the B-2 district noting vacancies, safety concerns and other challenges.
Meet with brokers/developers to communicate goals and resources available in Burlington.	✓ With the team’s assistance, new loan program collateral materials were developed, posted on the City’s website and marketed through RCEDC staff.
Develop programs to support renovation/development of new and existing housing units to address demand challenges	✗ To no fault of the committee, this action proved challenging without housing research resources to quantify demand/supply challenges and related opportunities for new multifamily housing development.
Create capital improvement plan for downtown projects including maintenance and replacement checklist for public spaces and more.	<ul style="list-style-type: none"> ✗ To no fault of the committee, portions of this effort proved challenging and perhaps better placed with the City specific to CIP prioritization issues. ✓ The Team did host the City and HPC to review downtown ordinances and made recommendations to the City to find efficiencies in the review process and improvements in the fire code cost barriers.

(3) **Planning and Organization Committee** – Led by Tom Lebak, Shelley Leverenz, Rob Dudek and Don Schwartz was charged with researching and recommending programs that have been successfully used by other communities to revitalize their downtowns. The team was asked to complete the following:

Task	Results
Participate in the First Impressions Program and make improvement implementation suggestions.	✓ Through the leadership of the Promotions Committee and financial support of the City, Roger Brooks was secured to “secretly shop” Burlington.
Host quarterly downtown forums featuring topics of interest.	✗ Early efforts to accomplish this task proved difficult and were delayed indefinitely.
Consider applying for Connect Communities, disseminate information for implementation opportunities.	✓ With the City’s financial support, the City is a member of WEDC’s Connect Community forum.
Investigate creation of a BID or Merchant	✓ Considerable time was dedicated by

Association.	<p>RCEDC and the Committee to fully investigate this opportunity which if it were successful would have provided new financial resources to implement wayfinding, funded new programs and advanced the branding efforts.</p> <p>✓ After more than a year of analysis and hosting other BID directors, a community wide program was held and volunteers were secured for a BID Steering Committee. This Steering Committee dedicated three months (two meetings/month) to review a BID to determine if they would support the creation of a Burlington BID. In the end the Steering Committee recommended to not proceed with a BID but suggested that the Chamber and City adjust its resources to better market and support the downtown businesses.</p>
Update wayfinding signage plan and create funding strategy to implement.	<p>✗ The committee expended considerable time on the BID investigation realizing it would be a critical source of revenue to fund a downtown Burlington wayfinding program. In the end, this activity was not completed.</p>

(4) **Promotions Committee** – Led by Rosemary Dolatowski and Mary Lynch was charged with researching and recommending opportunities to engage civic organizations and downtown business owners in the promotion of special events to increase commerce activity. The team was asked to complete the following:

Task	Results
Engage civic organizations to help market and enhance downtown including the review of a marketing/branding plan.	<p>✓ The committee reached out to the chamber, Real Racine, and area civic organizations to better understand current roles and opportunities to collaborate and meet this goal. These actions eventually led the creation of a Branding Committee which will be presented by the Committee Team Leaders.</p>
Create shared event calendar at the Chamber to ensure a centralized hosting site.	<p>✓ The committee met with the Chamber who engaged a consultant to accomplish this improvement. The City is an active partner in co-marketing the Chamber events as well.</p>
Explore coordinated downtown/community clean-up days in the City.	<p>✓ The civic organizations and City appear to be accomplishing this task with success. In partnership with the Economic Vitality Committee, suggestions from the walking tour of B-2 were provided to the City specific to clean up opportunities.</p>
Create a formal organization, or part/full time staff position dedicated to coordinating revitalization activities.	<p>✓ The committee developed a job description and work activities to meet this goal.</p> <p>✗ However, without the BID formally being secured, a source of revenue for this position was not secured.</p>

Since mid-2016 a dedicated group of Burlington residents and business leaders met on a nearly monthly basis to make progress on the community's Plan. The summary above reflects the high level of successes realized by all four committees. After reviewing the accomplishments with the City, RCEDC was directed to complete the monthly Team Leaders and Committee meetings.

As mentioned within the Promotions Committee summary, one of the tasks led them to lead an effort specific to Burlington's Brand – Chocolate City or not? To the credit of the Team Leaders and committee, their efforts will continue under the leadership of the Branding Committee. The Promotions Team Leaders will provide a separate report on the tasks assigned to the Branding Committee at the November 7, 2018 Council meeting.

CONCLUSION

RCEDC is pleased with its ongoing partnership with the City and appreciated the opportunity to work closely with its business leaders to accomplish this multiple year activity to benefit the City.

In our opinion, the next steps to implement a number of the more significant projects including redevelopment projects, wayfinding, funding of new programs to support downtown businesses and more will be critical to celebrate the work of these volunteers. RCEDC is pleased to work with the City on the City's RLF resources, CDBG Close Program opportunities and develop local incentive guidelines to support new and expanding businesses.

Burlington Branding Committee

June 20

Roger Brooks Presentation to the community
Highlights

Women make 80% purchases & 70% of purchase
decisions

70% of purchases happen after 6:00pm

Must populate social media with an abundance of
great photos

Showcase schools

Motivating factors for people deciding to live here;

Jobs

Schools

Housing

Diversity

Need to improve our signage & wayfinding

- Never market accomplishments >3 years old
- Don't offend/ threaten with signage
- Blade signs (we are starting to see more of these)

Signage (con't)

- *Avoid overload (no more than 5 items per sign)
- *Pole banners (Don't repeat what is already there – buildings) instead celebrate community
- *Low height perpendicular to the road strategically placed

RURAL signage

Trail signs should have good maps & signs

Should link;

Golf course

Airport

Rustic Roads

Downtown NEEDS to be the place we go after
school/work and on the weekends

Products, Activities & Ambience are the draw

Convenience of operating hours

70% sales come from curb appeal (we have
seen more of this happening)

JUNE 21- FIRST MEETING

All brands are built on PRODUCT not marketing
Don't get into Logos /slogans
You don't roll out a brand – you earn it.
Liars Club- UNIQUE- but how to monetize?
Need to have ALL stores open after 6:00pm
Perhaps start with 1 day.
(recently starting on Fridays)

City has to support but NOT lead.

Video available on you tube.

Want all community to view.

351 views

(At the time of printing. It is still up and promoted
on both the chamber and city website)

GOALS :

- Improve economic status of Downtown-
beautification of downtown
- Attract people to Downtown/ Community
To Live /Work /Play
- Tourism- Gateway to attracting people to return
- What sets Burlington apart from other
cities/communities? (Unique)

SURVEY MONKEY

Survey monkey sent out to community.

July 1 – July 15th

10 Questions were open ended so individuals had
to give us thoughts / ideas etc...

Survey Monkey responses – 552 (far exceeded
our expectations)

Questions were divided among committee
members to analyze the data.

Questions

#4 &5 Where do you take visitors or hang out

80% local - 20% out of town- (surprising)
Out of town – mostly restaurants or locations(zoo,
gardens, miller park etc...)

#6 3 Greatest Assets

Charm, Parks, Restaurants ---(4th entertainment)

#7 Challenges / Negatives

Need more ; restaurants, shopping, activities for
family, empty storefronts, taxes, store hours,
traffic

#8 How to get More \$ spent here

More restaurants

Retail- later hours

Environment – beautification of downtown

More events

Marketing

Make it easier to open & maintain businesses

Chocolate- tours- MORE chocolate

#9 What should we be known as-sets us apart

HUB- bike river trails.

Location HUB: Chicago, Milwaukee, Madison

Unique clubs- Liars club, Haylofters,

Underground RR, Burlington History

Aren't we Chocolate City?

7 QUESTION QUIZ- NEXT STEP

All committee members & family members/ friends to answer 7 question quiz. Many repeats

Dessert

Dining Experience

Gourmet Picnic items

Sunrise/sunset

Memorable photo

Check emails

Perfect gift

NEXT STEP

Reduce Survey results to top 10 – we had 11.

- 1)Restaurants- Diversity of places to go
- 2)Activities-Parks, Trails, Entertainment, Library, Seasonal
- 3)Shopping
- 4)Chocolate Activity
- 5)Charm-family friendly, safety, architecture
- 6)Schools & School choice

- 7.)Economic incentives- reduce tax or rent in the first year to encourage business growth
- 8.)Location- "HUB"
- 9.)Unique (Liars club, Haylofters, Chocolate..)
- 10.)City Facilities & Services- WIFI- public restrooms- parking
- 11.)Dogs in parks – Important to families (70% of people in their 30's own dogs)

NEXT STEP

10 POINT Feasibility Test

All items were put through this test.

RESULTS

- 1)CHOCOLATE IDENTITY = 1023
- 2)ACTIVITIES (sports & recreation , trails river & bike/hike) = 947
- 3)EVENTS (light up the night, maxwell days, choc fest, spook city etc,tall tales..) = 829
- 4)RESTAURANTS = 778
- 5)CHARM = 775

**BRAND LEADERSHIP TEAM (BLT) –
NEXT STEP IN THE BRANDING PROCESS**

These are the champions to promote the brand
tirelessly.

Recommendation by the BBC

It is necessary / helpful to hire a
manager/coordinator to promote, coordinate &
market the brand throughout the city.

Burlington Branding Committee Members

Karla Herrmann, Peggy Block, Tracy Hankwitz,
Bridget Hinchliffe, Bill Stone, Sarah Waters,
Paul Sullivan, Kristine Branen, Diahn Halbach,
Jeff VanLysal, Judy Bratz, Tiffany Cramer
Mary Lynch, Rosemary Dolatowski,
Mark Sheldon

Appendix A

Burlington Online Questionnaire

This is your chance to weigh in on the future of Burlington!

With access to every community at our fingertips, via the web, in a fraction of a second Burlington needs to find its Unique Selling Proposition - finding that one thing that sets the community apart from over a hundred communities throughout the state that will make Burlington THE destination of choice as a terrific place to live, establish or grow a business, and to visit. All great brands (the perception that others have of you) come from local input and so we want you to weigh in on Burlington's future!

Please take a few minutes and answer the following nine questions and let everyone you know - both in and out of the Burlington area - about this opportunity to be heard.

1. Where do you live?

- Within the city limits of Burlington
- Outside Burlington, but within 10 miles
- Between 11 and 20 miles of Burlington
- Between 21 and 30 miles of Burlington
- Outside the area

2. What age group are you in?

- 20 or under
- 21-30
- 31-45
- 46-60
- Over 60

3. What is your gender?

- Female
- Male

4. If you live in Burlington or the immediate area, when friends and family visit you, where do you take them while they're visiting? (The "must see" or "must do" activities - other than staying home).

5. If you live in the Burlington area, where do YOU go to hang out on weekends or during evening hours (other than home)? Another town? If so, where? Or to a certain place?

6. What do you think are Burlington's three greatest assets? Please list them in order. Don't include "people" - we know the people are a great asset.

7. What do you think the three biggest challenges, or negatives are about Burlington? Don't include "local politics" or "the people."

8. What could or should be done in Burlington to get people to spend more time and money here?

9. What do you think Burlington should be known for that will set them apart from every other city or town in Wisconsin?

Appendix B

Branding Committee

“7 Questions Quiz” about Burlington Wisconsin.

1. Where Can I get the best dessert?
Name the place and the dish/dessert.
2. Where will me and my partner have the best dining experience?
It can be fancy, it can be casual, great food, great ambiance or great characters.
Breakfast or Lunch or Dinner.
3. Where can I get gourmet items for a picnic?
4. Where specifically can I see a breathtaking sunrise or sunset?
5. Where is the best place to take a memorable photo that says I was really there?
6. Where can I check my e-mails?
7. Where can I get the perfect gift?
Something locally or regionally made?

Once you have answered all the questions please put them in order of an itinerary as if a guest was coming into town on a Friday evening and spending the weekend in town.

Thank you.

Appendix C

10 POINT FEASIBILITY TEST

- #1 Is this something the markets we are hoping to attract can't get or do closer to home?
- #2 Can the community buy into it overtime?
- #3 Can the private sector invest in it?
- #4 How much will it cost and when will we see a return on the investment?
- #5 How wide an audience will it attract?
- #6 Does it have legs? Can we start with a niche, then add extensions to the brand?
- #7 Can we make it obvious and pervasive throughout the city?
- #8 Will it extend our seasons?
- #9 Do we have those who will tirelessly champion the cause?
(brands cannot succeed without champions)
- #10 Is it experiential? Based on activities -not things to look at.



COMMITTEE OF THE WHOLE

ITEM NUMBER 5B

DATE: November 7, 2018

SUBJECT: DISCUSSION Regarding the Economic Development Strategic Initiatives from the City's 2015 Strategic Plan and possible financial incentives.

SUBMITTED BY: Carina Walters, City Administrator

BACKGROUND/HISTORY:

Please see the attached memorandum from the Racine County Economic Development Corporation (RCEDC) dated November 7, 2018.

BUDGET/FISCAL IMPACT:

RECOMMENDATION:

For discussion only.

TIMING/IMPLEMENTATION:

This item is for discussion at the November 7, 2018 Committee of the Whole meeting.

Attachments

Memorandum from RCEDC

MEMORANDUM

TO: CITY OF BURLINGTON COMMON COUNCIL

FROM: JENNY TRICK, EXECUTIVE DIRECTOR, RCEDC
CAROLYN ENGEL, BUSINESS FINANCE MANAGER, RCEDC/BLP

RE: FINANCIAL RESOURCES, INCENTIVES AND GUIDELINES

DATE: NOVEMBER 7, 2018

At the June 2018 Burlington Council meeting, RCEDC presented an overview of financial resources available to Racine County businesses to support their growth projects. This overview resulted in a greater interest by City Leadership to better understand the eligibility process to successfully apply and leverage multiple resources together to accomplish economic development projects.

At the August 2018 Burlington Council meeting, RCEDC was asked to prepare an updated Loan Manual specific to the former Burlington TID RLF dollars. The updates were presented to Council by RCEDC but no action was taken.

RCEDC was asked to attend the October 2018 Budget Workshop to discuss, in greater detail, the Burlington loan programs along with other financial resources. Resulting from this presentation and feedback from Council, RCEDC has prepared this memorandum to include suggested guidelines for consideration.

CITY OF BURLINGTON TOOLS

The City of Burlington has two primary resources at its disposal – low interest loans and municipal incentives.

- (1) Loans - The City has two City loan programs at its disposal.
 - A. The Burlington CDBG loan program has been capitalized from Wisconsin Department of Administration (DOA) who has provided grants to Burlington to lend to businesses (i.e., construction of the RKW, HiLiter and others). The Burlington CDBG RLF was established through the repayments of these initial loans. The guidelines are

established by US Housing and Urban Development (HUD). RCEDC, through its annual contract with Burlington, markets the loan program, underwrites all transactions and completes all required reporting on behalf of Burlington.

There is currently \$673,776 available in this loan fund with additional funds to be repaid from borrowers; total outstanding principal loan balances are \$245,326, combined equal, \$919,102.

Statewide the DOA has initiated the “CDBG Close” program. DOA leadership attended the October Budget Workshop and provided guidance to the City on the program timeline (24 months from the date the CDBG-CLOSE program is approved by HUD, all projects must be completed) and Burlington’s need to use of CDBG dollars that meet HUD guidelines (National Objective). National Objectives include (1) documented assistance to low-to-moderate income Burlington residents; (2) documentation of prevention or elimination of slums and blight; and (3) urgent local need which poses a serious and immediate threat to health and welfare. Potential eligible projects that do not require matching funds can include:

- (1) Public infrastructure projects (roads, water, sanitary sewer, fire stations, community center, senior center, etc.);
- (2) Housing projects (to benefit low-to-moderate income residents);
- (3) Public service projects (job training, food pantries, opioid treatment centers);
- (4) Planning projects;
- (5) Economic development grants or public facilities for economic development grants;
- (6) Broadband/high speed internet access for low-to-moderate income residents; and
- (7) Mitigation measures specifically those that address natural hazard risks with a connection to benefit LMI residents.

RECOMMENDATION: The City, DOA and RCEDC should continue to work together to identify potential eligible projects for DOA’s consideration; upon approval of proposed projects, RCEDC would assist the City with the application to be submitted to DOA.

- B. Former Burlington TID RLF program - The second Burlington loan program was originally funded through TID #3 bonding and later increased by additional debt when

the City supported the Hampton Inn project. The current funds available to lend equal \$298,631. Annually loan repayments equal \$112,176 and with the remaining loan schedules. The total unpaid principal equals \$1,234,965, which when combined with current funds total \$1,533,596.

RECOMMENDATION: RCEDC recommends that the City allocate funds to maintain a minimum annual lending balance and allocate an annual portion to newly established grant programs.

Create guidelines for loans that are consistent with the Burlington Strategic Plan (see below excerpt from Burlington’s Strategic Plan).

City of Burlington-Strategic Plan Summary 2016-19

Strategic Priority	Desired Outcome	Key Outcome Indicator (KOI)	Target	Strategic Initiatives
FINANCE	A stable system that supports operations	-Fund balance -Bond Rating -Policies	- Compliance w/ all financial policies - >= AA-	a) Monthly reporting system b) Long-term, comprehensive financial plan-all funds c) Develop financial policies
	Long-term revenue strategy that supports intended growth	- Financial Plan -Fund balance	- Long-term revenue strategy in place	
	Expenditure system that supports growth	Expenses	Meet state req. exp. restraint	
FINANCE	Increase quality jobs	Jobs above median income	200	a) Focused business dev program
	Thriving retail areas	Empty storefronts/vacancies	Decrease to 35	b) Develop business retention program
	Expanded tax base	New A/V	\$20 million	c) Create a business incentive policy

If Burlington leadership agrees to dedicate a portion of the TID RLF funds to capitalize a new grant program, RCEDC suggests these grant dollars support efforts consistent with the City’s strategic plan, specifically the economic development section, with an emphasis on downtown revitalization efforts. Similar to the City’s façade grant program, RCEDC would suggest that City require outside match dollars equal to or greater than the City grant to leverage these finite dollars.

RCEDC recommends that the City allocate \$85,000 (~30%) to grant resources in 2019 and retain the remaining \$200,000 in a new loan fund. With \$112,176 in annual loan repayments, RCEDC recommends that the City consider allocating an

annual percentage of available funds to grant proceeds. RCEDC recommends that the Burlington RLF Loan Servicing Manual be updated to reflect the above and include proposed eligible uses for Council consideration at its December meeting.

(2) Municipal Incentive Programs – Wisconsin cities have two municipal incentives that can be provided to businesses expanding or relocating to Burlington. The first is tax increment financing and the second is the tax re-investment program.

(A) Tax Increment Financing - As a city, Burlington has the statutory authority to establish tax increment districts within its boundaries for eligible purposes. Generally the districts are formed to encourage development, fund public improvements and support new job opportunities for residents. When communities create new TIDs, project plans typically include “Developer Incentives” to allow for incentives to be provided if the project meets the “But-For” reason and if TID revenues allow.

Most communities provide developer incentives in a “Pay as you Go” capacity. In a PAYGO scenario, a development agreement would be drafted to obligate the company & City to its actions. For example, if the company invests \$6 million dollars into the construction of a new manufacturing facility that results in new property tax revenue of \$50,000 per year, the company pays its property taxes to the City and per the development agreement the City returns a percentage of the new tax revenue, say \$30,000 to the company for a negotiated number of years to serve as an incentive.

Several communities have guidelines that provide 50-75% of the new property tax revenue increment, over numerous years, as an incentive to the Developer. If there are public improvements that are needed to support said development, these costs would be subtracted from the 50-75% increment incentive.

Some communities, to encourage greater investment/assessed value per acre, have developed a stepped incentive program (for greenfield development). Communities establish a minimum assessed value/acre, say \$200,000/acre; then establish a higher assessed value target of say \$300,000/acre to then provide 50% of the tax increment to the developer/company. To encourage greater investment and density, the community may determine that if assessed value/acre exceeds \$300,000/acre, the TID will provide 75% of the tax increment to the developer/company.

RECOMMENDATION: RCEDC recommends that the City approve a guideline that includes a stepped incentive program to encourage higher value/acre development targeting businesses and development that align with the City’s adopted Strategic Plan and meet the “But-For” requirement.

(B) TRIP - The second local incentive program is referred to as the Tax Re-Investment Program (TRIP). Cities and Villages are able to incentivize new development by offering the TRIP program which can be considered as a mini-TIF. Of the four taxing jurisdictions, in general the municipal portion of the real estate tax bill is approximately 33%. To incentivize new business construction, Burlington may consider providing a percentage of new (from construction) local property tax revenue, roughly 33%, back to the company for a negotiated number of years.

RECOMMENDATION: RCEDC recommends that the City approve a guideline allowing the use of TRIP incentives to businesses and developers on capital investment projects that result in new property tax revenues. Given the limitations of this resource, RCEDC would recommend that Burlington consider providing 75% of the City’s portion of the new tax revenue. Eligible projects for consideration of this resource should align with the City’s adopted Strategic Plan and meet the “But-For” requirement.



COMMITTEE OF THE WHOLE

ITEM NUMBER 6A

DATE: November 7, 2018

SUBJECT: RESOLUTION 4924(26) To grant an Easement from the City of Burlington to 492 N. Pine Street LLC for the Alley located behind 492 N. Pine Street.

SUBMITTED BY: Carina Walters, City Administrator

BACKGROUND/HISTORY:

In 2014 the City executed a Wisconsin Economic Development Community Grant (WEDC) with the owners of 484 and 492 N. Pine Street that eventually opened the doors of the Coffee House and the Liars Club. The Construction Administrators, Peter Scherrer Group (PSG) is here on behalf of the LLC seeking approval of an easement agreement with the City to build a deck over the City's alley.

Attorney John Bjelajac and Administrator Walters recommend approval of the attached Easement Agreement which provision protections on behalf of the City. The duration of the agreement will last 15 years and City can terminate the agreement for cause needing 2/3 vote of the Common Council. This evening Attorney Bjelajac will outline the terms of the Easement Agreement.

BUDGET/FISCAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval of the easement agreement for 492 Pine Street, LLC.

TIMING/IMPLEMENTATION:

This item is for discussion at the November 7, 2018 Committee of the Whole meeting and due to the timeliness of the project, staff is seeking approval the same evening of the Common Council meeting.

Attachments

Resolution 4924(26)
Easement Agreement

Resolution No. 4924(26)
Introduced by: Committee of the Whole

**A RESOLUTION GRANTING AN EASEMENT FROM THE CITY OF BURLINGTON
TO 492 N. PINE STREET LLC FOR ALLEY PROPERTY LOCATED BEHIND
492 N. PINE STREET**

WHEREAS, 492 N. Pine Street, LLC, owning real property at 492 North Pine Street, requested permission to use alley property owned by the City for the construction of a second floor deck for the Liar’s Club Bar, located in the LLC property.

WHEREAS, said land is the platted and improved alley bordering the west side of 492 N. Pine Street, City of Burlington, Racine County, State of Wisconsin, as shown on Exhibit “A” attached hereto; and,

WHEREAS, the Easement Agreement, attached hereto as Attachment “A” and made a part thereof, provides for mutual benefits to the parties and the City of Burlington community as a whole and protects the public’s interest in this property.

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Burlington, Racine County and Walworth County Wisconsin, that the Easement Agreement between the City of Burlington and 492 N. Pine, LLC is hereby approved.

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

Introduced: November 7, 2018
Adopted:

Jeannie Hefty, Mayor

Attest:

Diahn Halbach, City Clerk

EASEMENT AGREEMENT

This agreement (“Agreement”) is made and entered into this ____ day of _____, 2018, by and between:

- a) 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
- b) 492 N. PINE STREET, LLC, being a Wisconsin limited liability company, with offices located at 448 Falcon Ridge Drive, Suite B, Burlington, Wisconsin 53105 (hereinafter referred to as the “LLC”).

Introduction

The City is the owner of the real property (the “City Property”) described in attached Exhibit A, which is a public alley, as shown in Exhibit A. The LLC is the owner of the real property located in the City of Burlington, Wisconsin (the “LLC Property”) that (i) has the address of 492 North Pine Street, Burlington, Wisconsin 53105; and (ii) has the location in Exhibit A that is marked “Existing Building”.

The LLC wishes to use the City Property for the construction of a second floor deck (the “Deck”) for the “Liar’s Club Bar”, located in the LLC Property. This Liar’s Club Bar is open to the general public, and the general public would be, and shall be, able to frequent and use the Deck as the customers and/or patrons of the said Liar’s Club Bar.

The Deck would be (i) located in the diagonally-lined portion of Exhibit A that is marked as the “Easement Area”, and (ii) extend vertically and located approximately Seven (7) Feet above grade, and (iii) be improved with the plans (the “Plans”) attached hereto as Exhibit B, at the cost and expense of the LLC. Such improvement of the Property is hereinafter referred to as the “Project”.

The City Attorney for the City has determined, and the Common Council for the City of Burlington has so found, through the approval of this Agreement by the said Common Council at its meeting held on the date of _____, 2018, that this use of the Easement Area on the City Property by the LLC complies with all aspects of the law, including, but not limited to, the State of Wisconsin Public Purpose Doctrine. The Public Purpose Doctrine is complied with in that the Project and its use by the LLC will improve and enhance the City of Burlington downtown area, for the benefit of the entire community of the City of Burlington.

The City and the LLC are accordingly entering into this Agreement for the mutual benefits that it provides to the parties and the City of Burlington community as a whole.

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

1. “Introduction” is Correct. The foregoing “Introduction” is true and correct, and is hereby incorporated into this Agreement, including Exhibits A and B.

2. The Project. The LLC shall, at its own cost and expense, undertake and complete the Project, for the creation of the Deck, pursuant to the Plans (Exhibit B). The LLC shall, however, first obtain all governmental approvals lawfully required for the Project. The City hereby grants

to the LLC the right, under the terms and conditions contained in this Agreement, to use the Easement Area on the City Property, as shown in Exhibit A, for the purpose of constructing, maintaining, repairing, and/or replacing the Deck.

3. Term. This Agreement shall continue indefinitely in full force and effect unless and until one of the following events occurs:

- a) Termination by the LLC: The LLC gives to the City a written notice of such termination at least Sixty (60) Days prior to the date of termination stated in the said notice. No cause shall be required to terminate the Agreement under this Subparagraph 3(a).
- b) Termination by the City: No Cause Required: After Fifteen (15) Years from the date of this Agreement, the City may give to the LLC a written notice of such termination, at least One Hundred Twenty (120) Days prior to the date of termination stated in the said notice. No cause shall be required for the City to terminate the Agreement under this Subparagraph 3(b).
- c) Termination by the City: For Cause: The City gives to the LLC a written notice of such termination for cause, with the date of termination stated in the notice to be a date determined by the City. This termination for cause shall require the affirmative vote of two-thirds (2/3) of the members elect of the Common Council.
- d) Mutual Agreement: Both the City and the LLC agree in writing to terminate this Agreement.
- e) Definition of Cause: The word “cause” as used in above Subparagraph 3(c) shall include, but not be limited to:

- 1) The use of the Deck and/or Easement Area under this Agreement becomes a nuisance, as determined by the City in its sole and absolute discretion; and/or
- 2) The LLC not fulfilling its duties and obligations under this Agreement, despite the City giving to the LLC a prior written notice of such a failure of performance under the Agreement, and a reasonable period of time, as determined by the City, in its sole and absolute discretion, for the LLC to cure such failure of performance; and/or
- 3) The Deck and/or Easement Area is the site of criminal conduct; and/or
- 4) The Easement Area is needed by the City, as determined by the City in its sole and absolute discretion, for alley use by the City and/or for other development of the downtown area of the City of Burlington.
- 5) With respect to the definitions of “cause” described in above Subparagraphs 1, 2, and 3, the City may terminate this Agreement for such cause only if (i) the City gives to the LLC a written notice, pursuant to the provisions of below Paragraph No. 10, describing the condition and/or action or failure of action creating the said cause, and (ii) after Thirty (30) Days of the date of the delivery of the said written notice to the LLC, the condition and/or action or failure of action creating the cause still remains in existence.

4. Hold Harmless. The LLC shall, and hereby does, AGREE TO INDEMNIFY AND HOLD HARMLESS the City and its 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 (i) the City being a party to this Agreement; and/or (ii) the LLC and/or its members, employees, volunteers, consultants, contractors, agents, and/or an occupant(s) of the Deck failing to comply with the provisions of this Agreement; and/or (iii) the negligence and/or intentional torts of the LLC and/or its members, employees, volunteers, consultants, contractors, agents, and/or an occupant(s) of the Deck and/or Easement Area; and/or (iv) any property damage and/or any bodily injury, including death, sustained by any person while on the Deck and/or in the Easement Area.

5. Insurance. The LLC shall, at its own cost and expense, during the term of this Agreement, procure and maintain a policy(ies) of liability insurance satisfactory to the City with respect to the creation and/or the use of the Deck and/or Easement Area by the LLC and/or any person or entity. The City shall be named as an additional insured on such policy(ies).

6. Maintenance. The LLC shall at all times keep the Deck (i) in a structurally sound and good condition, and (ii) the Deck and Easement Area in a clean, debris-free, and sanitary condition, and during the term of this Agreement not allow any person or entity (including the LLC itself) to deposit any hazardous waste or materials regulated by any governmental entity or agency in or on the Easement Area and/or the City Property. The City shall not, during the term of this Agreement, be performing any type of maintenance for the Deck and/or Easement Area. All such maintenance shall be the sole responsibility of the LLC, at the LLC's own cost and expense. The LLC (i) shall not allow or cause any lien claim(s) to arise with respect to the City Property; and (ii) shall timely pay all of the debts and financial obligations pertaining to the creation, maintenance, and/or use of the Deck.

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

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

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

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

If to the LLC:

Telephone: _____
E-mail: _____

If to the City:

City Administrator
Burlington City Hall
300 North Pine Street
Burlington, Wisconsin 53105

Telephone: (262)342-1161
E-mail: cwalters@burlington-wi.gov

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

11. Waiver of Subrogation Rights. To the extent the same is required to effect a mutual waiver of any subrogation rights by the insurance carrier, each of the undersigned parties releases the other party from all liability, whether for negligence or otherwise, in connection with loss covered by any insurance policies which the releaser carries with respect to the Deck and/or Property, or any interest or property therein or thereon (whether or not such insurance is required to be carried under this Agreement, but only to the extent that such loss is collected under said insurance policies. Such release is also conditioned upon the inclusion in the policy or policies

of a provision whereby any such release shall not adversely affect said policies or prejudice any right of the releaser to recover thereunder.

12. Assignment. The LLC shall not assign this Agreement without the City's prior written consent, which consent the City shall not unreasonably withhold. In the event of such an assignment with the consent of the City, however, the LLC shall still be liable to the City for the LLC's obligations under this Agreement, unless otherwise expressly agreed by resolution of the City of Burlington Common Council.

13. Special Assessments and/or Special Charges. If the LLC fails to perform any of its duties and/or obligations under this Agreement, the LLC agrees, for itself and its permitted successors in interest in the LLC Property, that, in addition to any other remedy at law or in equity that the City may pursue, the City shall be entitled to specially assess and/or specially charge all its costs and expenses relating to such failure of performance against the LLC Property, without need of any procedures that are otherwise required by state statute or City ordinance before a special assessment and/or a special charge may be imposed. The LLC, for itself and its permitted successors in interest in the LLC Property, hereby waives any and all right to any notices and/or hearings otherwise required under the law for such special assessments and/or special charges to be levied.

14. Termination of Agreement. Upon the termination of this Agreement, the following provisions shall apply:

- a) The LLC shall, at its own cost and expense, and within Ninety (90) Days after the date of termination of this Agreement, remove the Deck and return the Easement Area and City Property to its originally-existing condition as an asphalt-paved alley.

- b) In the event the LLC fails to comply with the terms and provisions of above Subsection (a), then the City may unilaterally take steps to:
- (i) Remove, demolish, and discard the infrastructure comprising the Deck, and return the Easement Area and City Property to an asphalt-paved alley; and
 - (ii) Levy a special charge and/or special assessment against the LLC Property for the costs and expenses incurred by the City to do the same, as provided in above Paragraph No. 13.

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

CITY:
City of Burlington, Wisconsin

LLC:
492 N. Pine Street, LLC

By: _____
Jeannie Hefty
Mayor

By: _____
Paul Sullivan
Member

Attest: _____
Diahnn Halbach
City Clerk

By: _____
Rhonda Sullivan
Member

Signatures of Jeannie Hefty and Diahnn C. Halbach, Mayor and City Clerk for the City of Burlington, respectively; and of Paul Sullivan and Rhonda Sullivan, Members of 492 N. Pine Street, LLC, authenticated this _____ day of _____, 2018.

John M. Bjelajac
Member of the State Bar of the
State of Wisconsin

This document drafted by:
Atty. John M. Bjelajac
State Bar No. 1015325
BJELAJAC & KALLENBACH
601 Lake Avenue
Post Office Box 38
Racine, Wisconsin 53401-0038
Phone: (262)633-9800
FAX: (262)633-1209
City Attorney
City of Burlington

"EXHIBIT A"

**LYNCH & ASSOCIATES
ENGINEERING CONSULTANTS, LLC.**

5482 S. WESTRIDGE DR.
NEW BERLIN, WI 53151
(262) 248-3697

LEGAL DESCRIPTION OF EASEMENT AREA:

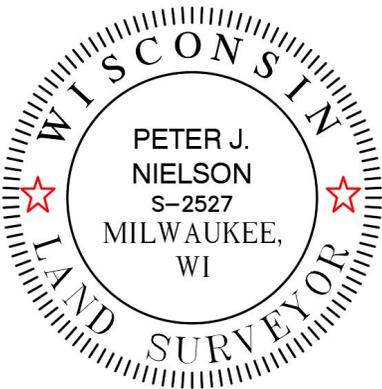
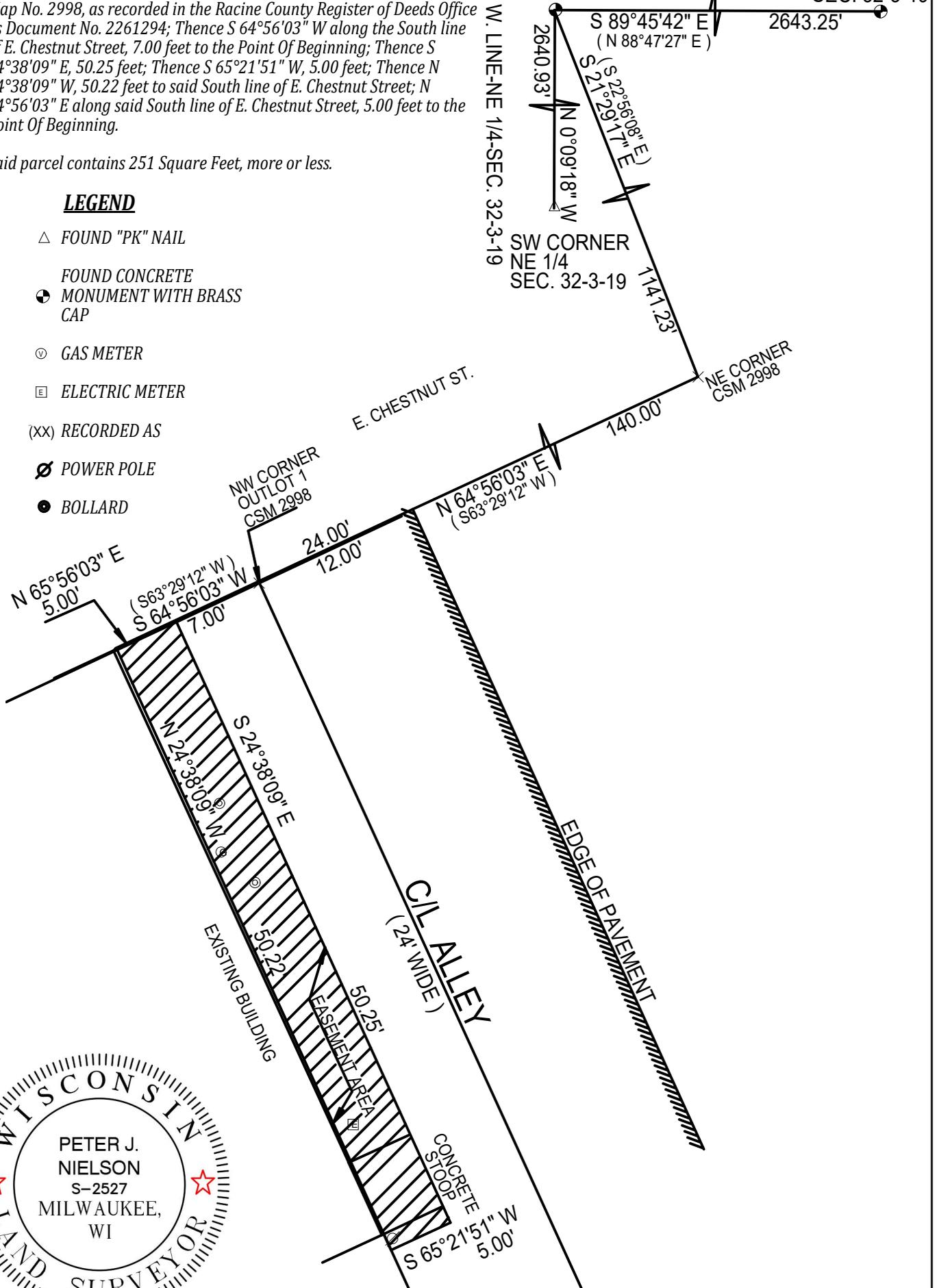
Commencing at the Northwest corner of Outlot 1 of Certified Survey Map No. 2998, as recorded in the Racine County Register of Deeds Office as Document No. 2261294; Thence S 64°56'03" W along the South line of E. Chestnut Street, 7.00 feet to the Point Of Beginning; Thence S 24°38'09" E, 50.25 feet; Thence S 65°21'51" W, 5.00 feet; Thence N 24°38'09" W, 50.22 feet to said South line of E. Chestnut Street; N 64°56'03" E along said South line of E. Chestnut Street, 5.00 feet to the Point Of Beginning.

Said parcel contains 251 Square Feet, more or less.

LEGEND

- △ FOUND "PK" NAIL
- FOUND CONCRETE
- MONUMENT WITH BRASS CAP
- ⊙ GAS METER
- ⊞ ELECTRIC METER
- (xx) RECORDED AS
- ∅ POWER POLE
- BOLLARD

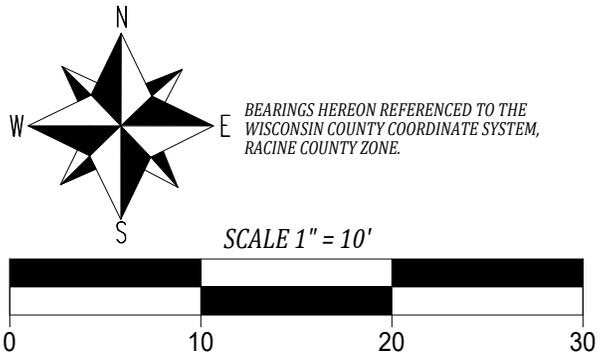
NW CORNER NE 1/4 SEC. 32-3-19
N. LINE-NE 1/4-SEC. 32-3-19
NE CORNER NE 1/4 SEC. 32-3-19



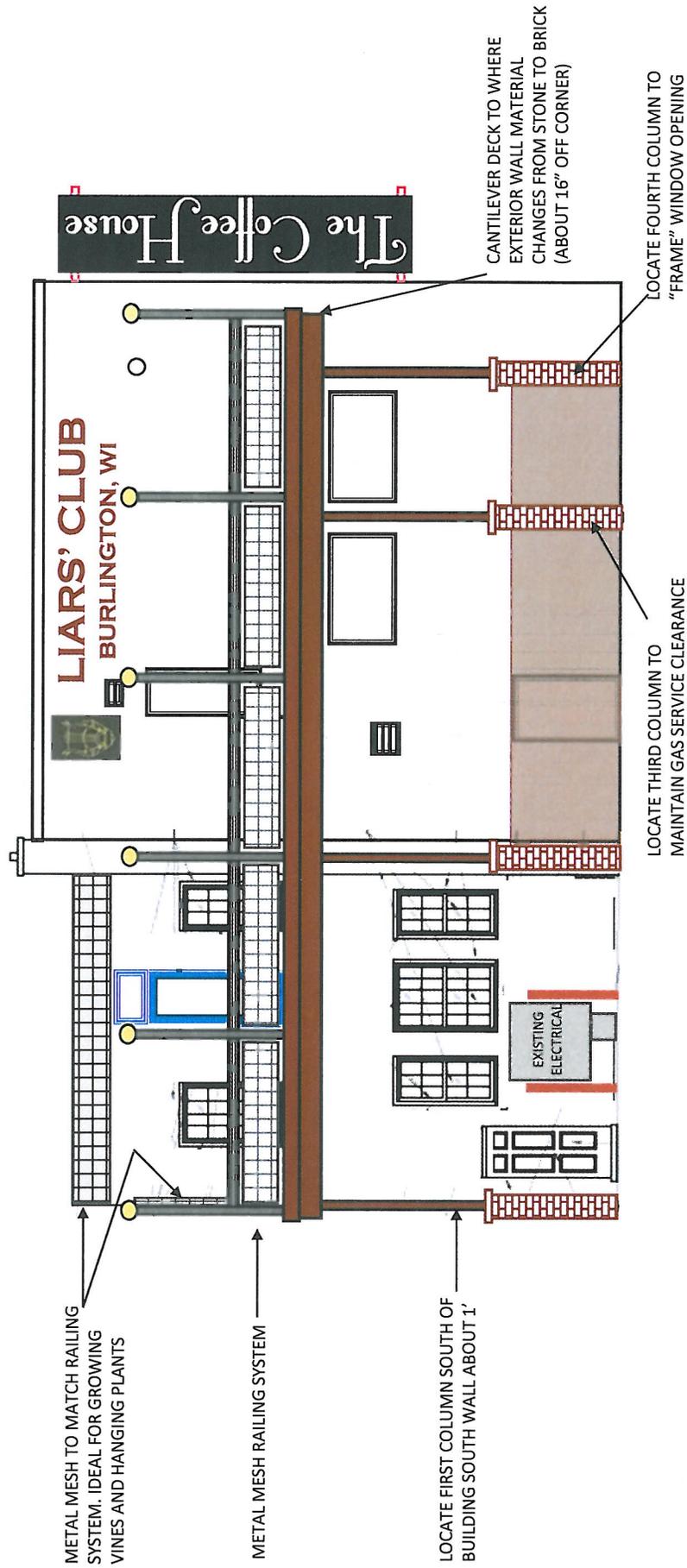
Peter J. Nielson

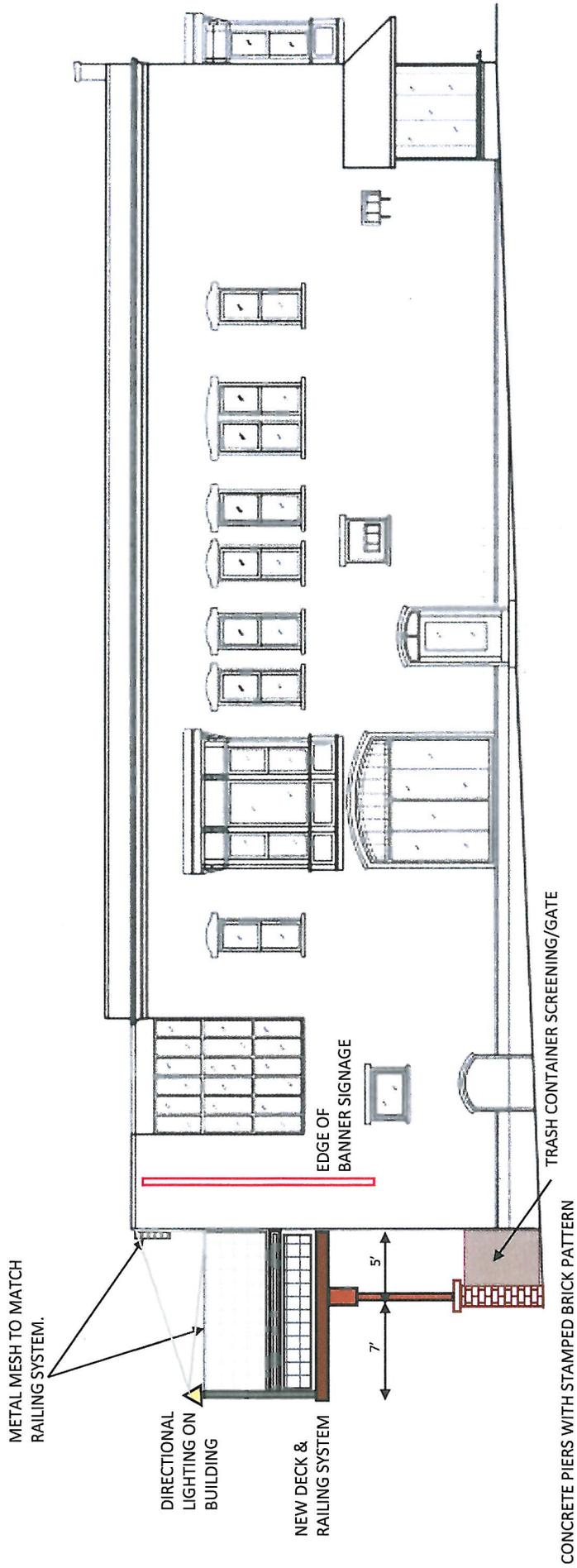
PETER J. NIELSON S-2527
Wisconsin Registered Land Surveyor

DATED SEPTEMBER 12, 2018
PROJECT # 18.5116



BEARINGS HEREON REFERENCED TO THE WISCONSIN COUNTY COORDINATE SYSTEM, RACINE COUNTY ZONE.







COMMITTEE OF THE WHOLE

ITEM NUMBER 8A

DATE: November 7, 2018

SUBJECT: **MOTION 18-913** To consider approving a Certificate of Appropriateness and Sign Permit for property located at 457 Milwaukee Avenue.

SUBMITTED BY: Gregory Guidry, Building Inspector

BACKGROUND/HISTORY:

This item is coming before the Common Council for approval of a Historic Preservation District Certificate of Appropriateness and Sign Permit for 457 Milwaukee Avenue. The applicant, Life Bridge Church, proposes to repaint signage on the western façade. The western façade has changed throughout the years, with the painted signs advertising the particular business located within the building. Though the brands have changed, the style and colors of these signs have preserved a consistent aesthetic. The proposed signage for LifeBridge Church maintains this historic aesthetic, while updating the information presented to reflect the new use.

The proposed signage features the name and logo of LifeBridge Church, its vision statement, a welcome message, and service times. Each of these elements is framed in a way that mirrors the existing layout that features appliance brands. The proposed signage will also mirror typography of the former Chevrolet signage that was featured on this building, with a primary dark text color on white background, and a contrasting white text on blue background, serving to highlight the primary logo. The signage will utilize both sans serif font and cursive, just as the original Chevrolet signage did. Though larger than what is explicitly permitted for signage in the Historic Preservation Overlay District, the proposed signage will maintain the maximum letter height of the existing signage. For your convenience a copy of the proposed sign is attached.

The Historic Preservation Commission approved the signage at the October 3, 2018 special meeting with a vote of 3 to 1.

As a reminder, the Common Council approved a change in the HPC sign ordinance at their February 16, 2016 meeting to allow a sign permit request in the Historic Preservation Overlay (HPO) District be approved by the Building Inspector following the recommendation of the Historic Preservation Commission (HPC), without Common Council consideration. As this signage request is unusual per regulations in the zoning code, although closely replicating what is currently on the building in regards to size and features, staff seeks the Common Council's final decision regarding this sign permit proposal.

BUDGET/FISCAL IMPACT:

N/A

RECOMMENDATION:

The Historic Preservation Commission (HPC) recommended approval of the Certificate of Appropriateness Application at their October 3, 2018 meeting.

As Building Inspector, performing the review for the proposed signage on the west side of the building located at 457 Milwaukee, tools referenced were the City's sign ordinance, the Burlington Historic Downtown Main Street District Standards Guidelines, and previous decisions for signage on the sides of buildings. The sign ordinance, 315-62 through 315-83 are rules that staff can enforce with signs, and the Historic Downtown Guideline as stated on page 14 "are recommendations and for the intention of promoting voluntary change", which are not enforceable rules. Our sign ordinances for the downtown area are 315-74 through 315-83 are attached for your reference.

The existing signage is a unique one of a kind sign that was installed prior to any sign ordinance, or any Historical District Guidelines giving it significance as a historical sign reference for the downtown area. Please note the different font styles they use in the existing signage as well as the letter sizes.

The City ordinances typically only reference signs on the street side of the building, and not the side of the building. When referencing 315-71B for the B-2 zoning district, there is no maximum total accumulated sign area restriction for us to limit the amount of signage for this building. When we looked at the letter size of over 12 inches, Life Bridge Church was granted a variance for the larger lettering on the street facing side, as the 12 inch maximum size letters would not look proportionate for the width of the building. The 12 inch rule was based on the usual 40 foot wide downtown units, not a large building like this. This proportion of the letter sizes, to width of the building, was considered in this review.

The Building Department recommends approval for the proposed signage and considers this a great retro fit for the existing signage. The department does not feel that approval of this signage will set any precedence, because of the uniqueness of this property. Topics such as this should be reviewed on a case-by-case basis.

TIMING/IMPLEMENTATION:

This item is for discussion at the November 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

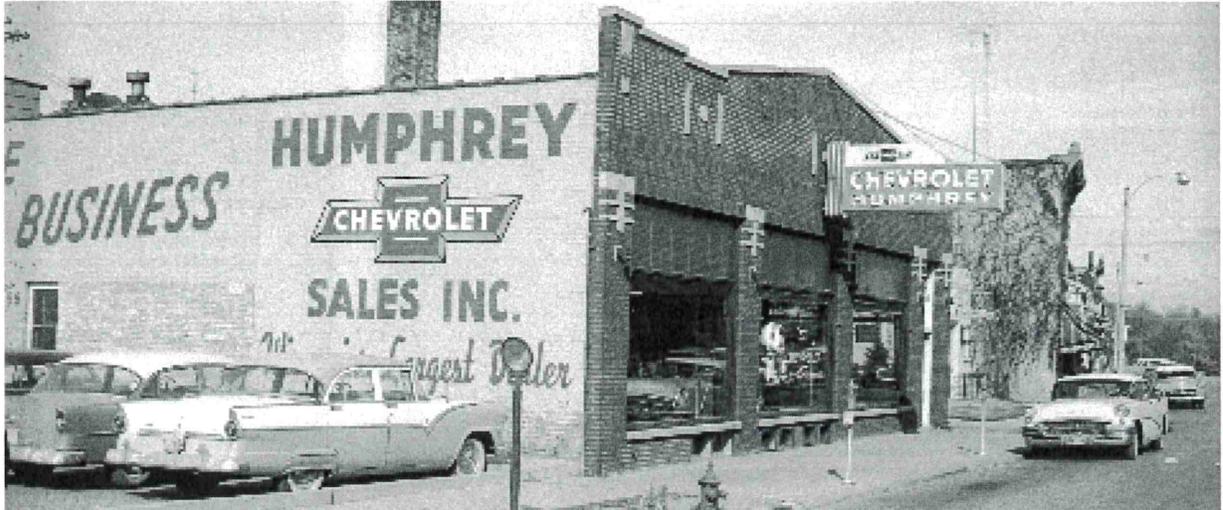
457 Milwaukee Ave.
letter & minutes

LIFEBRIDGE CHURCH

PAINTED SIGN DESIGN NARRATIVE

Historical/Past Image

(Larger Image Below)



Back when our building was a Chevy dealership. Take notice of the two fonts on the signage nearest the front facade. Two fonts are used- a sans serif font, and a cursive font. A primary dark text color is used, with a contrasting white one highlighting the primary brand/logo. All of these typography elements are carried over into our new design.

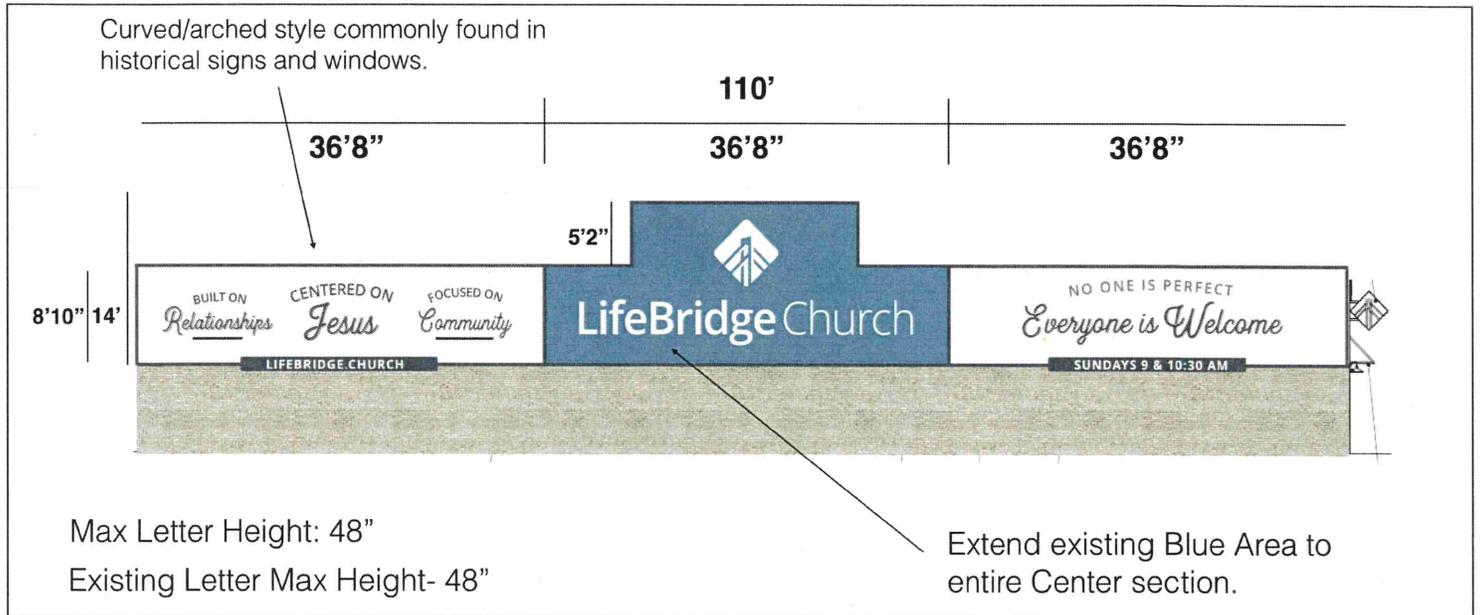
Existing Signage (Larger Image Below)



The fonts in this sign are largely tied to the logos of the various brands represented. **The largest existing letters are over 48" in height.**

This signage does have historical significance in Burlington, and we wanted to maintain some elements of the design. We focused on the layout, bordering, and existing background colors.

Proposed Signage (Larger Image Below)



Left Side

The text content here is our vision statement, which we use on an almost weekly basis as a manner of describing our church DNA.

Center

The center section contains our name and logo. Our primary logo/brand color is blue, so we took the existing blue space and extended it in order to create a larger primary section.

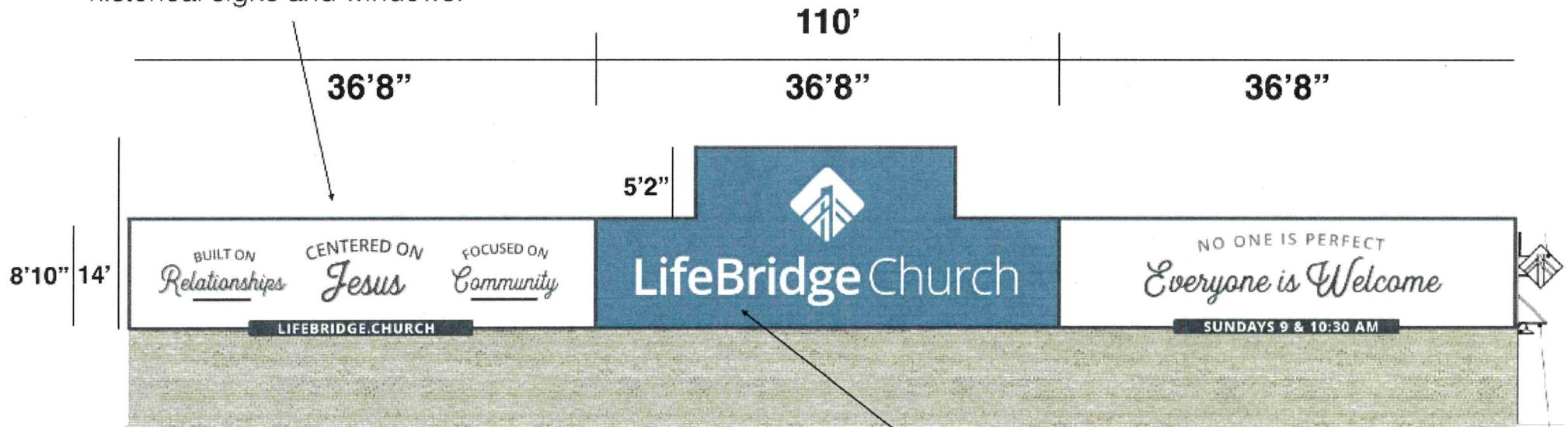
Right Side

The right side matches the aesthetic of the left side, and contains a welcome message and our service times, which is our most frequently asked question.

Conclusion

Our proposal incorporates both the existing aesthetic (layout and color) and the older Chevrolet aesthetic (font/typography). We did our best to design something that is both a) historically appropriate, and b) a beautiful value-add for downtown. The current signage creates consistent confusion for both LifeBridge and Bigelow, and we hope and plan to resolve this quickly, following

Curved/arched style commonly found in historical signs and windows.



Max Letter Height: 48"

Existing Letter Max Height- 48"

Extend existing Blue Area to entire Center section.



Bigelow Inc.
APPLIANCE
SALES & SERVICE

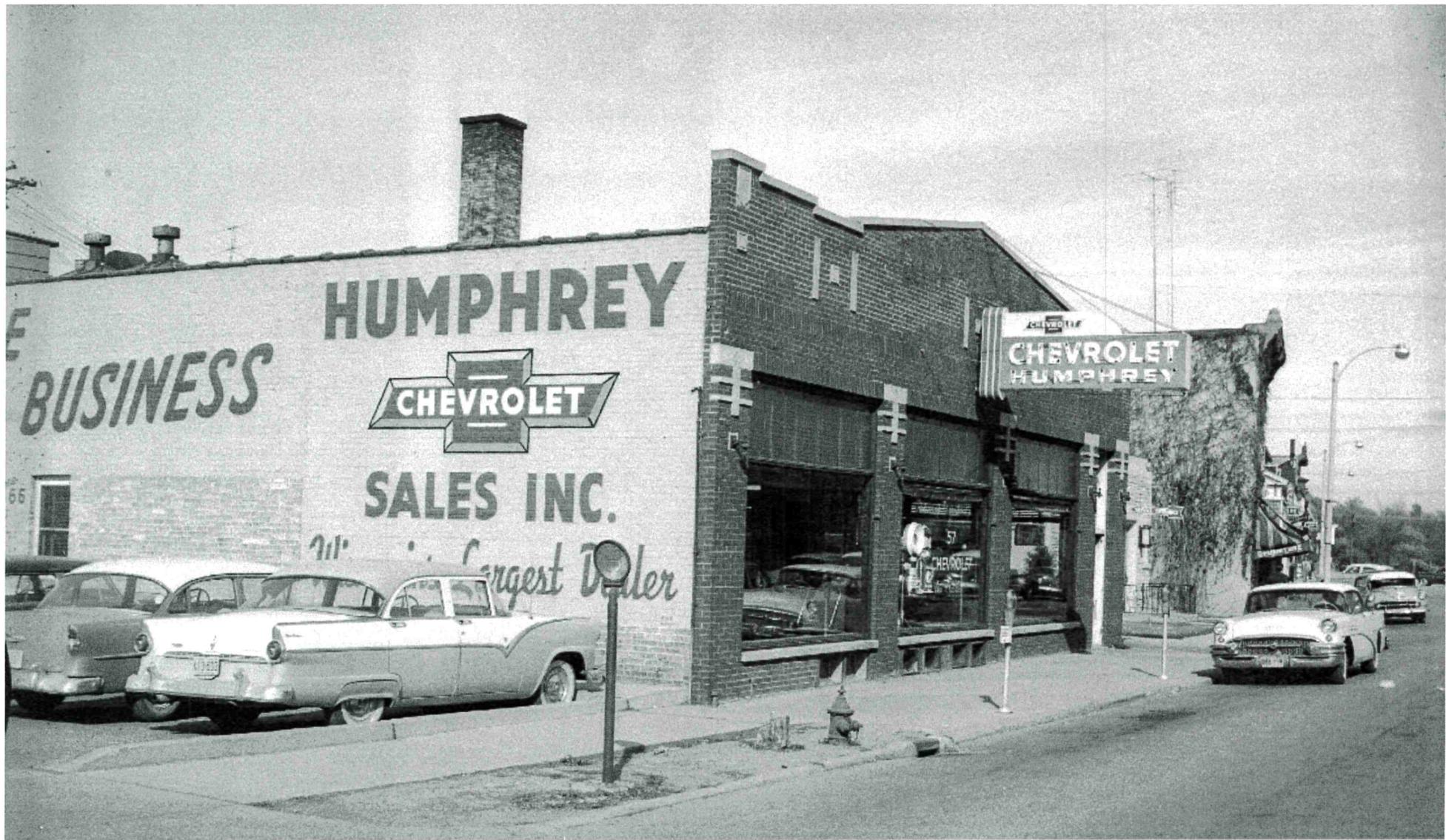
Amana
A Factory Of Tradition Of Fine Craftsmanship

Hot Point
QUALITY APPLIANCES

JENN-AIR

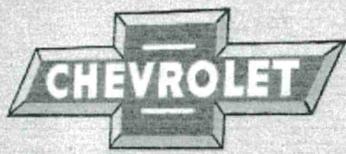
KitchenAid
Built better not cheaper

Frigidaire
For a better way of Life



BUSINESS

HUMPHREY



SALES INC.

Largest Dealer

**CHEVROLET
HUMPHREY**



Anderson, Kristine

Subject: RE: Nov. 7th City Council Meeting

Hello,

I've been informed that LifeBridge Church's signage design is up for further discussion at the Nov. 7th meeting, despite being approved by the HPC. I'll be there to answer any questions, but wanted to reach out in advance as well.

I've attached our design narrative, which explains the historical context and reasoning behind the design choices that our designer and team made. I've also attached a memo recommending approval from Graef, who was hired by the city to independently review our application. Graef calls the design:

- + *"Appropriate, contextually sensitive, and unobtrusive."*
- + *"Harmonious with the past signage that has been featured on this building."*
- + *"An attractive addition to downtown Burlington."*

This is precisely what we our design team was striving for, and as any team does, we put aside personal design preferences to achieve this goal. I'm hopeful that members of the council will do the same.

Lastly, If you haven't been in to see our updated space, I would love to give you a tour! We've made close to \$1 Million in improvements, and we're proud of the transformation. Conventional wisdom was to build something outside the downtown area, as it would've been both cheaper and easier. Still, we had a vision to be a part of restoring the downtown. We want to do the same with this sign.

If you have any questions, please don't hesitate to reach out! Otherwise, I look forward to our meeting on the 7th. Thanks!

Jon Thorngate
Administrative Pastor
LifeBridge Church



**HISTORIC PRESERVATION COMMISSION
SPECIAL MEETING MINUTES
Wednesday, October 3, 2018**

The meeting was called to order by Chairman Darrel Eisenhardt at 5:02 p.m. Aldermanic Representative Susan Kott; Commissioner Steve Wagner; Commissioner Frank Capra were present. Commissioner Ken Morrison; Commissioner Kevin O'Brien; and Commissioner Daniel Colwell were excused.

CITIZEN COMMENTS

None

APPROVAL OF MINUTES

Aldermanic Representative Kott moved, and Commissioner Wagner seconded to approve the minutes of August 23, 2018.

LETTERS AND COMMUNICATIONS

None

OLD BUSINESS

A. 588 N. Pine Street – Corner Vapery (Silver Cloud), this was tabled August 23, 2018

1. Sign Permit application to install signage of a new logo

- Chairman Eisenhardt introduced and opened this item for discussion.
- Gregory Guidry, Building Inspector, explained on August 23, 2018 this item was tabled because of the concern of the font style for the signage. Mr. Guidry further explained this is the same logo as the Kenosha location, which the City of Burlington allows.
- There were no further comments.
- Commissioner Wagner moved, and Aldermanic Representative Kott seconded to approve the Sign Permit.
- All were in favor and the motion carried.

B. 557 N. Pine Street – Arcade Driving School

1. Extension of a Certificate of Appropriateness for the front façade

- Chairman introduced and opened this item for discussion.

- Mr. Guidry stated the property owner is requesting an extension until the end of the year for completion. Mr. Guidry suggested to allow the extension until April, 2019 in case there are issues.
- There were no further comments.
- Aldermanic Representative Kott moved, and Commissioner Capra seconded to approve the extension for the Certificate of Appropriateness to expire April 30, 2019.
- All were in favor and the motion carried.

2. Extension of a Façade Grant application for the front façade

- Chairman introduced and opened this item for discussion.
- There were no comments.
- Commissioner moved, and Commissioner seconded to approve the extension of the grant to expire April 30, 2019.
- All were in favor and the motion carried.

NEW BUSINESS

A. 457 Milwaukee Avenue – LifeBridge Church

1. Certificate of Appropriateness and Sign Permit to paint signage on the side wall

- Chairman Eisenhardt introduced and opened this item for discussion.
- Mr. Guidry explained the ordinance does not allow brick to be painted in the historic district, unless it was previously painted. The Zoning Board of Appeals approved larger sized letters for the signage on the front of the building on June 14, 2016, to look more proportionate. Mr. Guidry stated the font size would not be any larger than what is currently there, and is using different font sizes and styles.
- Aldermanic Representative Kott asked if the whole background was blue with white writing. Commissioner Wagner responded no, just the center portion is blue. Chairman Eisenhardt stated the left and right sides of the building are white with black lettering. Aldermanic Representative Kott questioned why it was so busy looking with the curves and the curving words on the left and right sides. Jon Thorngate, representative, replied with the left and right sides they are trying to pull in some of the historical aesthetic look. Mr. Thorngate explained the curved lettering is historic looking, like the curved brick over the windows that can be found in the downtown area. The historical font created is similar to what was used on the

original Chevrolet sign. Mr. Thorngate further explained it looks busier on a small picture, than it will on a huge building. Commissioner Wagner asked what year the photograph was taken for the Chevrolet dealership sign. Chairman Eisenhardt guessed it was taken in the 1950s, based on the cars. Aldermanic Representative Kott stated back then there were no ordinances, and now we request logos and serif letters, which there are none. Commissioner Capra stated he thought it looks nice, but wondered if the context had any regulations. Mr. Guidry replied there are State laws that restrict what we can and cannot approve with signage.

- Commissioner Wagner stated the Commissioners set somewhat of a precedence with the Mercantile building, and was concerned. Mr. Guidry stated if the paint is taken off, the brick could be ruined. Commissioner Capra asked how many signs were allowed on the sides of a building. Mr. Guidry responded it is three signs per building, but asked if this is one big sign or three signs. Commissioner Capra responded it looks like three signs, but it could be counted as six signs. Mr. Guidry stated there is approximately 37 feet of wall to paint.
- Aldermanic Representative Kott asked if the words on top could be straight, and the bottom words (Relationships, Jesus, and Community) on the left side to be the same size as the right side (Everyone is Welcome). Commissioner Wagner asked if the applicant would need to come back if the hours changed. Mr. Thorngate stated the hours are small, and is the most frequently asked question, thus wanted it on the sign. Mr. Thorngate further stated if the hours change, they would go through the right approval process. Chairman Eisenhardt suggested maybe “Built On, Centered On, Focused On, and No One is Perfect” could be removed and the other words could be the same size, so it would not look so busy. Mr. Thorngate stated these are existing vision statements, so part of the words cannot be removed, the statement would not make sense. Mr. Guidry asked how many feet it is from the sidewalk to the bottom of the sign. Mr. Thorngate answered it was roughly 9 feet of unpainted brick. Mr. Guidry explained this was an unusual situation where the square footage for the paint and signage is counted as a whole, and not just the letters.
- Commissioner Capra stated the new proposed signage and the existing signage look similar, except for the missing divisions separating the signs. Aldermanic Representative Kott responded that she does not like how the words look so curvy. Commissioner Wagner asked if there was another building anywhere else in the city like this. Mr. Guidry replied there may be one other building, but not of this size. Commissioner Wagner stated he was looking at it from a precedent setting, and asked if there were any restrictions on linear square footage of the sign on the side of a building. Mr. Guidry answered it is 1.3 linear square footage of sign per linear frontage of the building, but this is over that requirement. Commissioner Wagner commented that maybe the brick could be painted without signs. Mr. Guidry stated since this is such a unique existing historical building and signage, a precedent would not be set, since the signage is being changed. Commissioner Capra asked if there was an ordinance regarding signage on the side of a building. Mr. Guidry replied no, but staff is working on updating the ordinance for the historic district.
- Chairman Eisenhardt reiterated that there were three options: 1) approve as presented, 2) approve by removing the right and left sides of the sign, or 3) make some modification.

- Mr. Thorngate asked if part of the signage can be approved, such as the middle section. Aldermanic Representative Kott responded no, that it would need to come back for a full approval or denial, if it got tabled. Commissioner Capra asked if the new ordinance would have anything regrading this signage. Mr. Guidry answered the ordinance would not have any effect on this building, since it is so unique. Mr. Thorngate commented that they were hoping to start fixing the masonry, and painting the blue and white “LifeBridge Church” by this fall and the rest of it by early spring. Aldermanic Representative Kott asked if Mr. Thorngate was open to modifying the design. Mr. Thorngate replied that would not have a problem, but if the design concern is only one person, then it is enough reason to modify the design. Mr. Thorngate stated if it is tabled, then give some direction of what needs to be done.
- There were no further comments.
- Commissioner Wagner moved, and Commissioner Capra seconded to approve the Certificate of Appropriateness and Sign Permit as designed knowing that it is a unique situation, and is not setting a precedent for future buildings.
- 3 Ayes: Commissioner Wagner; Commissioner Capra; and Chairman Eisenhardt. 1 Nay: Aldermanic Representative Kott.

DISCUSSION ITEMS

A. Review of Façade Grant Funding Status

- Chairman Eisenhardt introduced and opened this item for discussion.
- Commissioner Eisenhardt stated there has been no changes since the last meeting on August 23, 2018.

ADJOURNMENT

Aldermanic Representative Kott moved, and Commissioner Wagner seconded to adjourn the meeting at 5:33 p.m. *All were in favor and the motion carried.*

Recording Secretary,

Kristine Anderson
Administrative Assistant



COMMITTEE OF THE WHOLE

ITEM NUMBER 8B

DATE: November 7, 2018

SUBJECT: **MOTION 18-914** To consider approving a Certificate of Appropriateness for property located at 492 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 installation of a balcony and lighting for the Liar’s Club. The applicant proposes to renovate the eastern façade of the building, including the addition of a balcony, dumpster screening, and lighting elements. This façade overlooks the alley connecting Chestnut Street to Washington Street. Historically, views of this eastern façade had been obstructed by other buildings. Overtime, those buildings were torn down, unlocking views of the existing façade. Historic photos submitted with this application indicate that the backs of many of the surrounding buildings used to contain balconies and fire escapes. This application indicates that a sign will also be added to the eastern façade, and that this will be submitted for a separate review process.
- The proposed renovations will provide screening for the existing dumpsters. The proposed lanterns exhibit a traditional style, and the spot lights will be well-integrated into the balcony design. The Plan Commission approved the Site Plan application for the balcony at the October 9, 2018 meeting.

BUDGET/FISCAL IMPACT:

N/A

RECOMMENDATION:

The Historic Preservation Commission (HPC) unanimously recommended approval of the Certificate of Appropriateness Application at their October 25, 2018 meeting.

TIMING/IMPLEMENTATION:

This item is for discussion at the November 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 492 N. Pine St.



Sto ARCHITECTURE, LLC
 4417 N. MURRAY AVENUE
 SHOREWOOD, WI 53211

PROJECT:
**LIAR'S CLUB BALCONY
 ADDITION**
 BURLINGTON, WI

OWNER:
492 PINE STREET LLC
 492 N. PIN STREET
 BURLINGTON, WI 53105

CONTRACTOR:

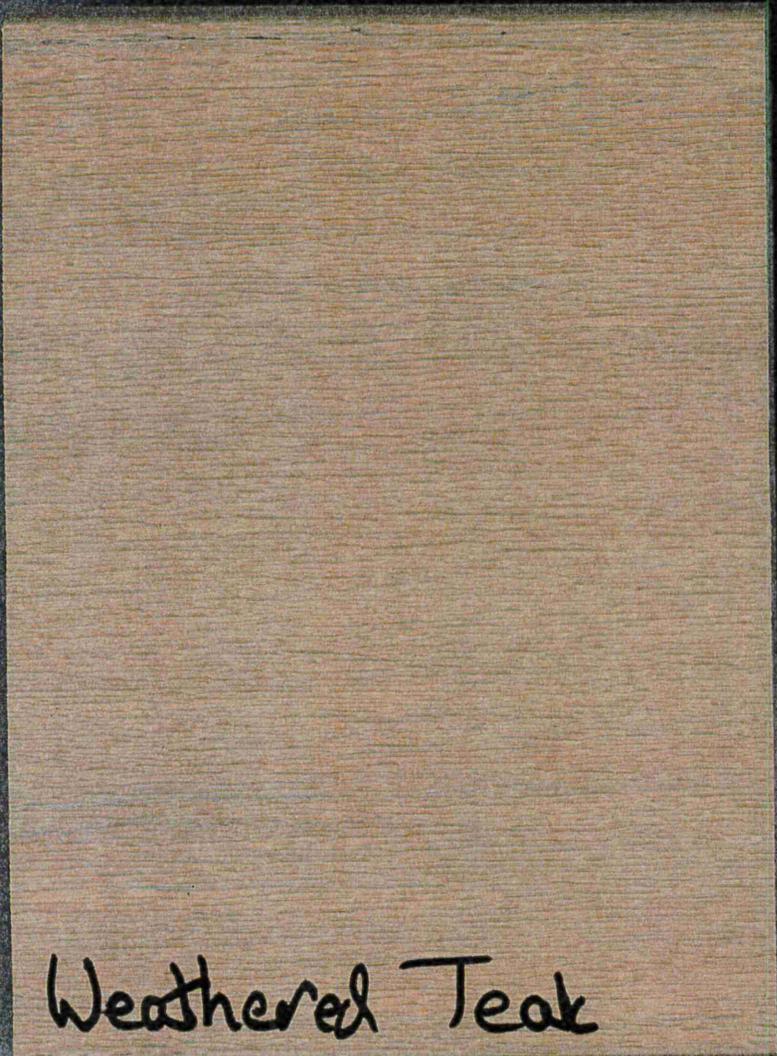
**448 FALCON RIDGE DRIVE
 SUITE B**
 BURLINGTON, WI 53105



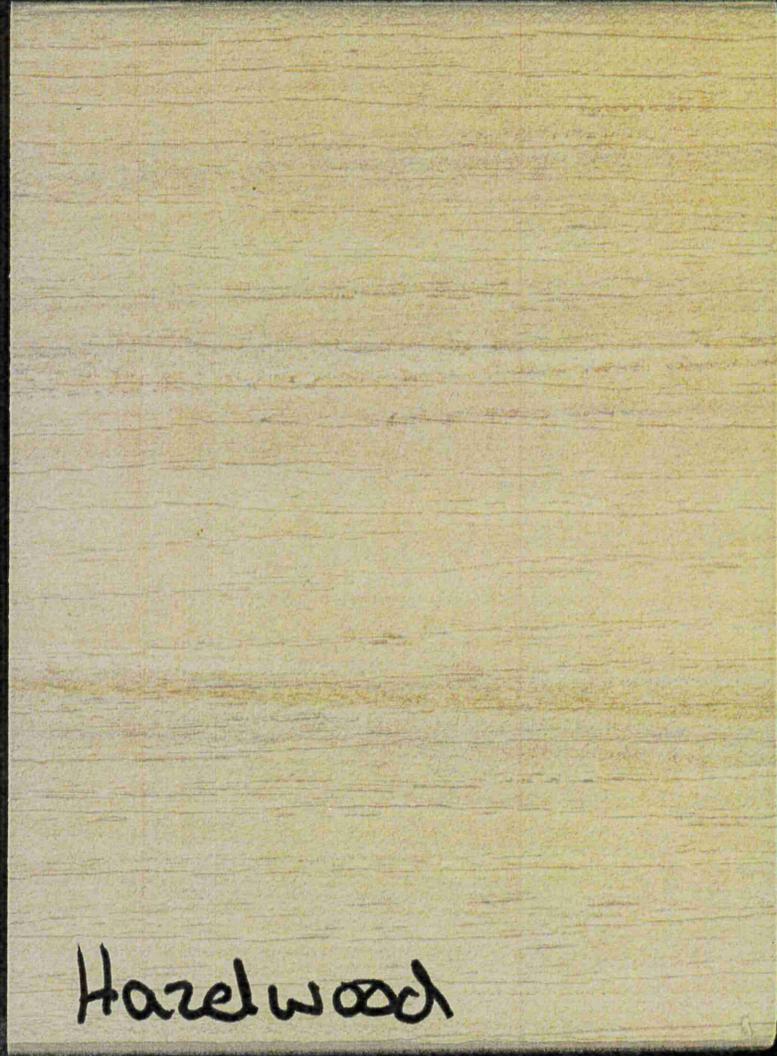
- 1 TENANT SIGN - SUBMITTED UNDER SEPARATE REVIEW
 - 2 DECORATIVE LIGHT FIXTURE
 - 3 PAINTED STEEL COLUMN
 - 4 METAL GUARD RAIL w/ METAL MESH RAILING SYSTEM
 - 5 WOOD LOOK COMPOSITE DECKING
 - 6 PRECAST CAP
 - 7 STAMPED AND PAINTED CONCRETE BASE
 - 8 COMPOSITE WOOD DUMPSTER FENCE AND SLIDING GATE
 - 9 NEW FULL LITE DOOR
 - 10 DECORATIVE METAL MESH PANEL
- NOTES:
 1. ELEVATIONS PRELIMINARY, SUBJECT TO MUNICIPAL APPROVALS. NOT FOR CONSTRUCTION.

NOTES

PROJECT NO. 1825
 DATE 09-12-18
 SHEET **DE-1**



Weathered Teak



Hazelwood

Deck & dumpster fence will be
one of these colors.

Certificate of Appropriateness

492 Pine Street

October 1, 2018

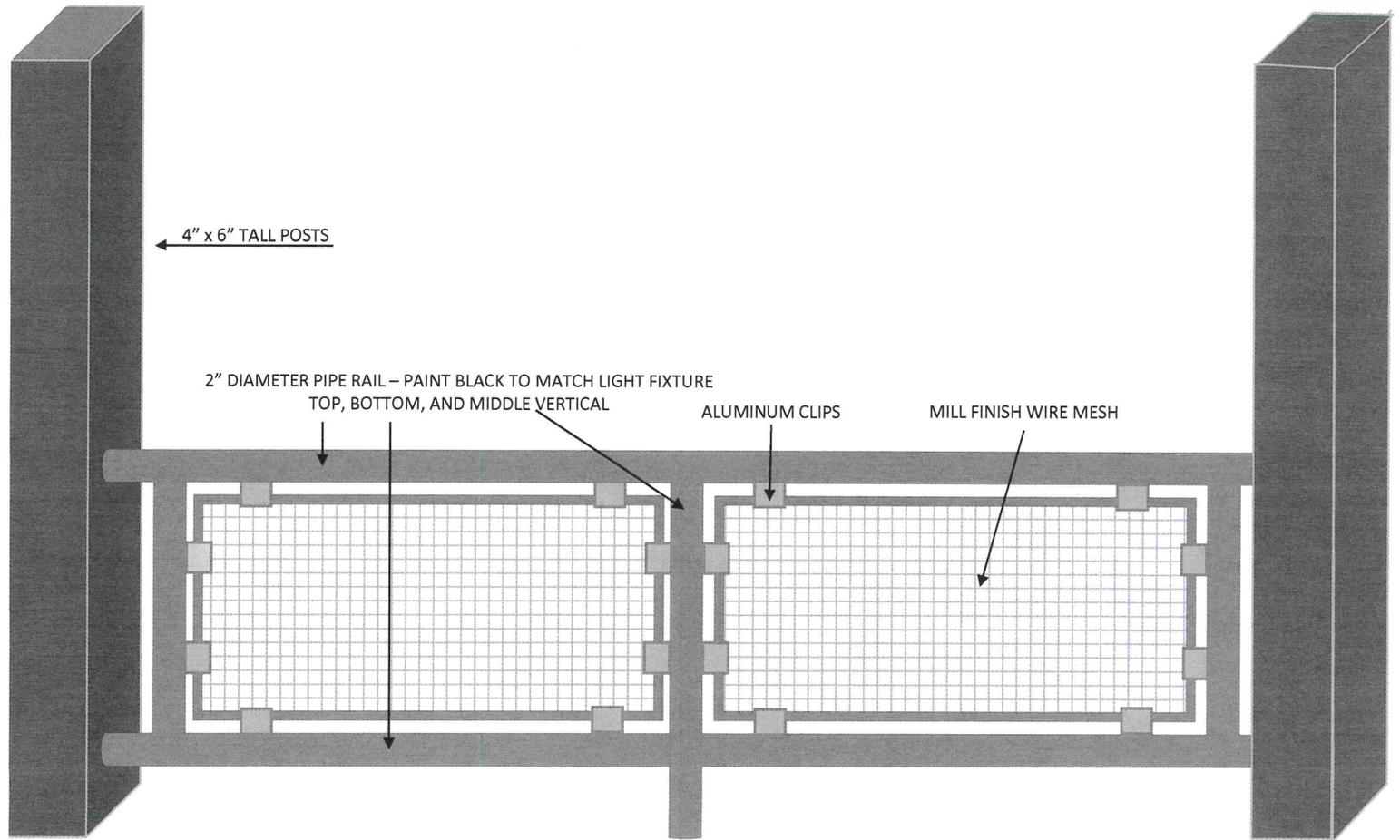
Current Photos

Page 1 of 2



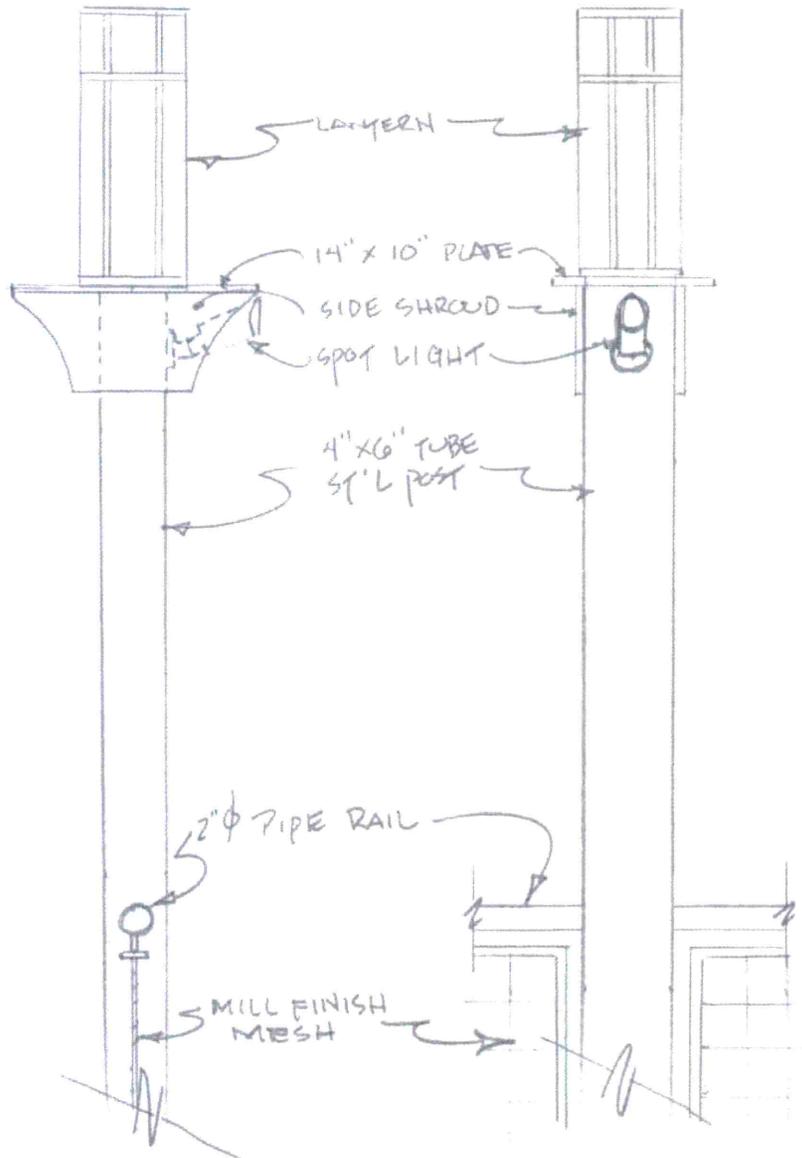
Certificate of Appropriateness
492 Pine Street
October 1, 2018
Current Photos
Page 2 of 2





VIEW FACING SOUTH

VIEW FACING EAST



LIARS CLUB DECK
TALL POST / LIGHT
09.27.18

Certificate of Appropriateness
492 Pine Street
October 1, 2018
Decorative and Spot Lighting Detail
Page 2 of 3

FEISS

EST. 1955

info@feiss.com

1.800.969.3347

FEISS

EST. 1955

THE OAKFIELD COLLECTION



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Company

1 - LIGHT OUTDOOR POST LANTERN Dark Weathered Zinc

STYLE NO.: OL12507DWZ-LED

[BUY LOCAL](#) [BUY ONLINE](#)

DESCRIPTION

The transitional Oakfield outdoor lighting collection by Feiss features a cylindrical silhouette inspired by a classic lantern room. The cast construction is made of our StoneSi material for added strength, durability and longevity and is protected by a 5-year warranty. The field-replaceable LED source, featuring advance warm-on-dim technology going f 2700K to 2200K, shines down through the White Opal Etch which creates a beautiful contrast to the Dark Weathered Z finish. The Oakfield collection offers a small, medium and li light outdoor wall lantern, a 1-light outdoor post lantern and outdoor pendant. The LED light source is California Title 24 compliant.

Dimensions: D: 7 1/2" H: 19 3/8"
Dimming Range: 10 - 100%
Glass: Glass in White Opal Etched finish
Lamping: (1) 14w 1000 Lumen 2700K 90 CRI Min. Integrat Modules

Advanced LED technology that warms in color when dimmer - 2200K).

Meets Title 24 energy efficiency standards

DETAILS

Supplied with 12" of wire
Post: H: 2 1/2" Diameter: 3"

DOWNLOADS

Instructions (Trilingual (English, Spanish, and French))
Parts Diagram (Trilingual (English, Spanish, and French))
Specification Sheet
PDF Specification Sheet
Hi-Res Images

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[GET A SPECIFICATION QUOTE](#) ✓



FCF1105

Certificate of Appropriateness
 492 Pine Street LLC
 October 1, 2018
 Decorative and Spot Lighting Detail
 Page 3 of 3

FCF1105 Shown with visor
 of accessories



Date:
Type:
Fixture:
Project:

Approved:

FCF1105 in the FC 1100 Flood Light Series is a round, high-powered luminaire that provides the widest range of mounting options in the industry. The **FCF1105** is available with 5 CCT options and an integral universal voltage driver which allows for easy installation. Our wide range of optical accessories provides the tools to design every project with an ideal lighting solution.

PHYSICAL

beam spread	10° 15° 25° 40° 60° 120°
lengths/dimensions [LxDxH]	5.15"W x 4.9"D x 8.5"H
weight	4.9 lbs
housing	marine grade, corrosion resistant, low copper, solid die-cast aluminum; captive stainless steel fasteners
lens	anti-reflective-clear, tempered glass w/silicone gasketing - IK07 Impact Rating
mounting	standard mounting is ½" - 14 NPS and includes adjustments for 145° vertical rotation and 360° horizontal rotation
ingress protection	dry, damp or wet locations IP66 rated
vibration resistance	compliant with 3G ANSI C136.31
finish	UV stable polyester powder coat

PERFORMANCE

color temperature	2700K	3000K	3500K	4000K	5000K
lumen output	1425 lm	1500 lm	1580 lm	1665 lm	1750 lm
lifetime	> 70,000 hours / L90 or better				
color consistency	Step 2 McAdams Ellipse / CRI ≥ 90				
temperature	operating: -13°F to 104°F (-25°C to 40°C) start up: -13°F to 104°F (-25°C to 40°C) storage: -40°F to 176°F (-40°C to 80°C)				
junction temperature	73°C @ T ^a 25°C				
warranty	5 year limited warranty (refer to website for details)				

ELECTRICAL

input voltage	Universal 120-277V AC
power supply	integral Class II, electronic high-power factor > 94% @120V
certification	CEC Title 24 - JA8 Compliant
standards	ETL / cETL or CE, tested to UL 1598 and UL 8750 standards / UL-Class I / IES LM-79 / LM-80
power consumption	16W @ 120V
interface	0-10V Dimming



Expanded Disclaimer: Due to continuous development and improvements, specifications are subject to change without notice. FC Lighting and Solid State Luminaires reserves the right to change lab test details or specifications without notice. Product use certifies agreement to Solid State Luminaires terms and conditions. FCF1100 Series Flood Lights are engineered and produced in our Illinois manufacturing facility.



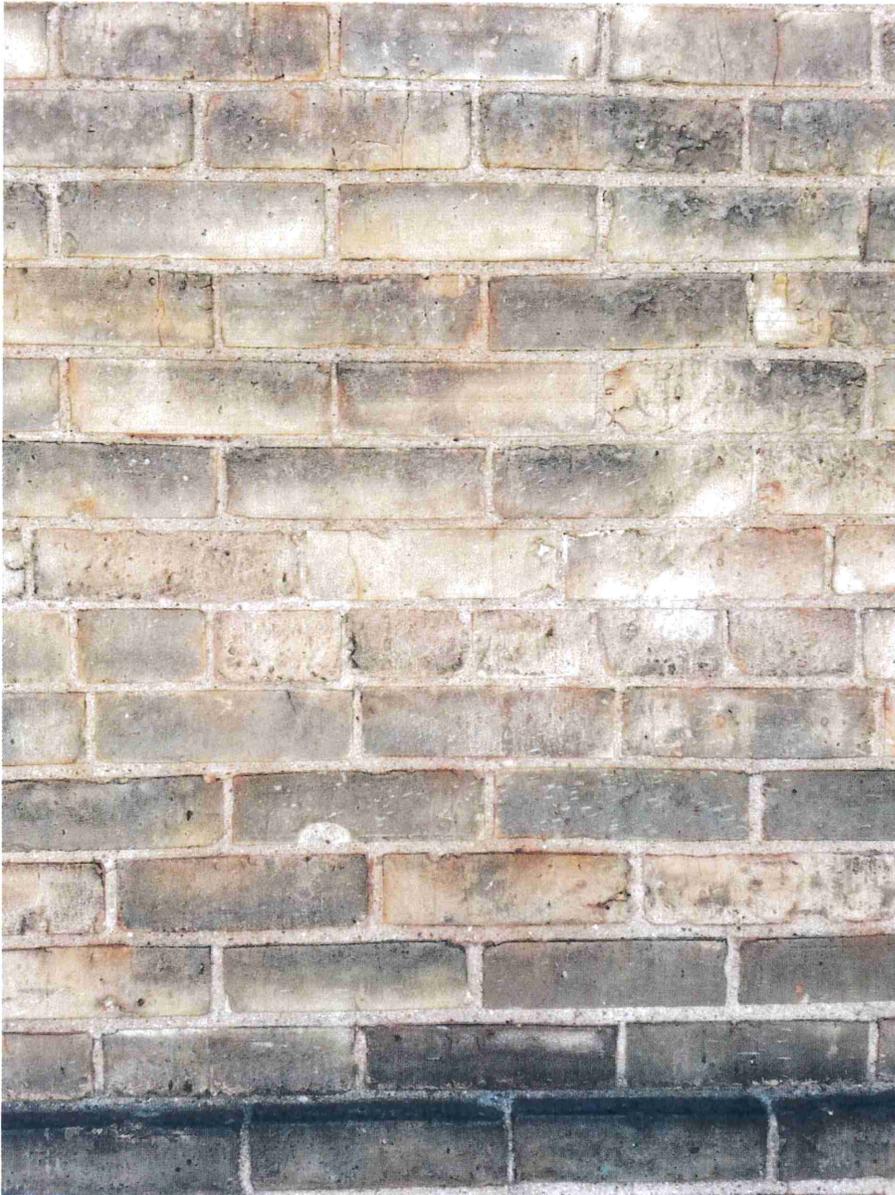
a US Commercial Lighting Manufacturer Since 1982

Specification Sheet

RF Rev. 06/05/2018

HPC Application for Certificate of Appropriateness
492 Pine Street
October 1, 2018

Stamped concrete columns to be painted to match the color and tone of the building masonry.
See photo below.



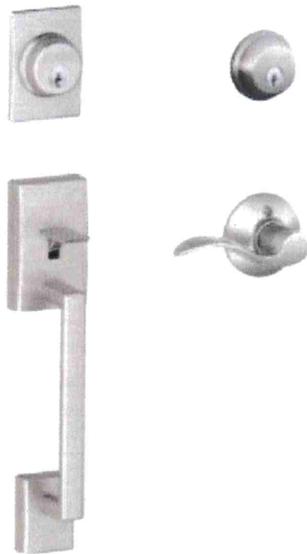
[BACK TO PRODUCT LIST](#)

Century Double Cylinder Handleset and Accent Lever

F62 CEN 619 ACC RH

Certificate of Appropriateness
492 Pine Street
October 1, 2018
Hardware of full light painted door

Save



TAP TO ENLARGE

Finish: Satin Nickel



Handing Options: Right hand



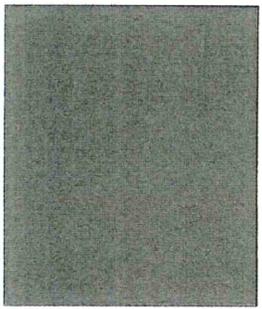
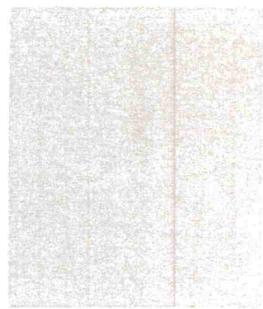
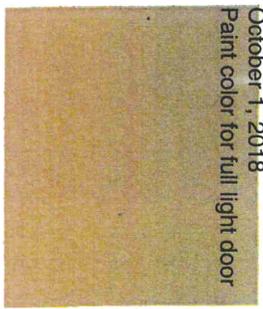
Notice **UNDERSTANDING HANDING** X
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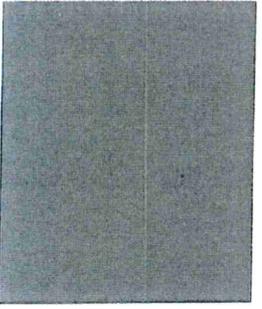
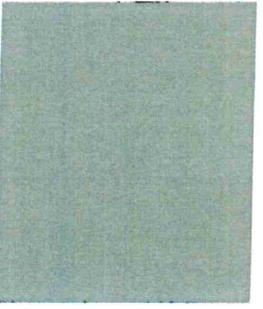
October 1, 2018

Paint color for full light door



body estructura			
			
accents acentos			
			

sussex green verde de sussex	HC-109	shaker beige beige de los shakers	HC-45	maryville brown marrón de maryville	HC-75
pittsfield buff ante de pittsfield	HC-24	quincy tan bronceado de quincy	HC-25	manchester tan bronceado de manchester	HC-81
branchport brown marrón de branchport	HC-72	wethersfield moss musgo de wethersfield	HC-110	duxbury gray gris de duxbury	HC-163

body estructura			
			
accents acentos			

kingsport gray gris de kingsport	HC-86	kennebunkport green verde de kennebunkport	HC-123	weston flax lino de weston	HC-5
revere pewter peltre reverenciado	HC-172	cushing green verde de cushing	HC-125	van courtland blue azul de van courtland	HC-145
phillipsburg blue azul de phillipsburg	HC-159	georgian brick ladrillo georgiano	HC-50	yorktowne green verde de yorktowne	HC-133





COMMITTEE OF THE WHOLE

ITEM NUMBER 8C

DATE: November 7, 2018

SUBJECT: **MOTION 18-915** To consider approving a Certificate of Appropriateness for property located at 541-549 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.

- Chantelle Archambeau, owner, is requesting permission to repair all wood and trim, and repaint the building with approved historical paint colors for the Rustic Barrel located at 541-549 N. Pine Street. In addition to the painting, they would like to replace the lap metal siding on the face of the gable (at the end of the storefront overhang) with a cedar lap siding, and stained (Dark Ginger) to match the repaired wooden gate. The black shingles on the roof of the gable overhang will be removed and replaced with shake shingles similar to Zumpanos Restaurant. There are no proposed structural changes to the front façade at this time.

BUDGET/FISCAL IMPACT:

N/A

RECOMMENDATION:

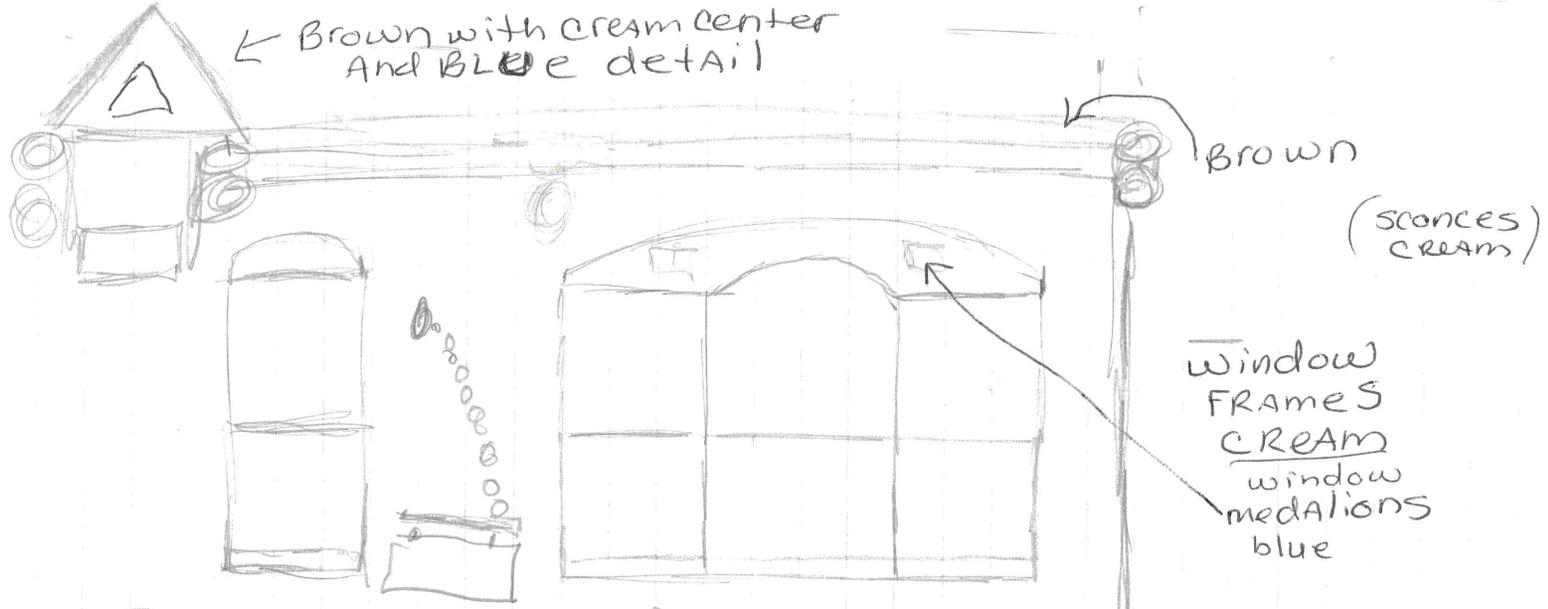
The Historic Preservation Commission (HPC) unanimously recommended approval of the Certificate of Appropriateness Application at their October 25, 2018 meeting, contingent the owner repaints the entry overhang, instead of re-shingling, and gets a quote to remove the overhang.

TIMING/IMPLEMENTATION:

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

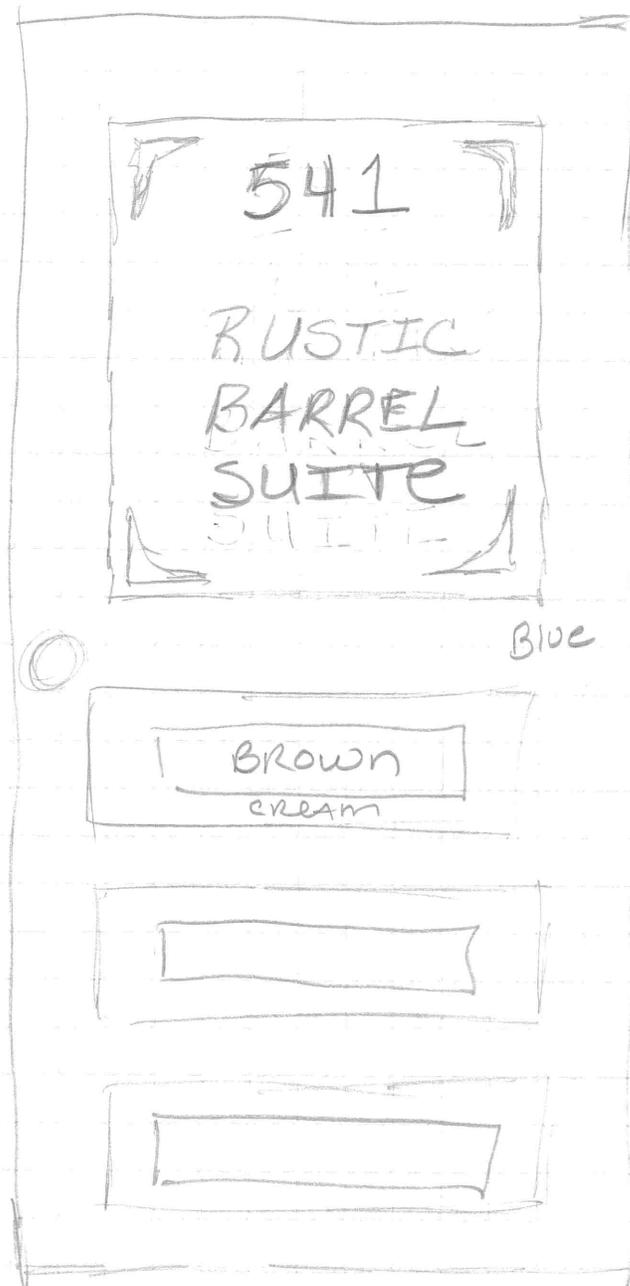
Attachments

COA 541-549 N. Pine St.



FIX
Fence ↗
(wood
is
damaged)
And
stain

Base Color - Hale NAVY
 Major TRim - Windam Cream
 Minor TRim And Accents - VAN Buren Brown
 Wood stain - DARK Ginger



major Trim color - Blue
minor Trim color - Brown
Accent color - cream

Rocking Fun Music tm Records

N Pine St

Burlington, Wisconsin

AUG 2012



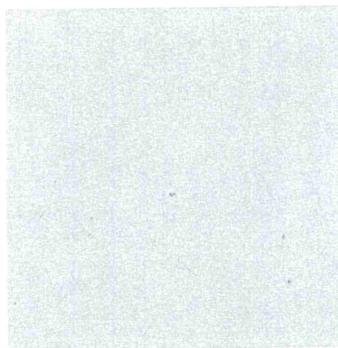




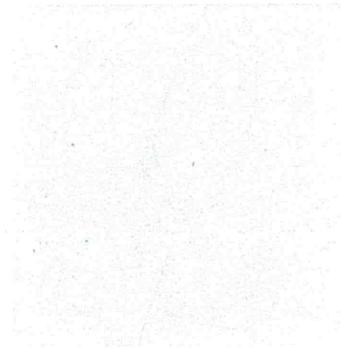
Stonington Gray HC-170
Gris de Stonington



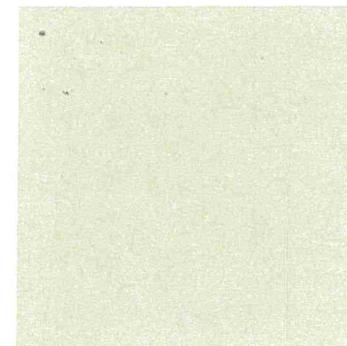
Wickham Gray HC-171
Gris de Wickham



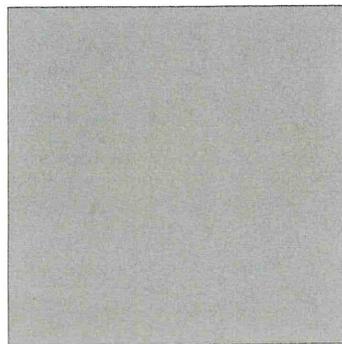
Yarmouth Blue HC-150
Azul de Yarmouth



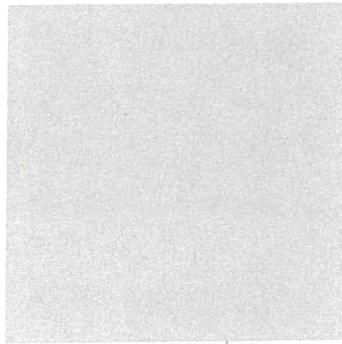
Woodlawn Blue HC-147
Azul de Woodlawn



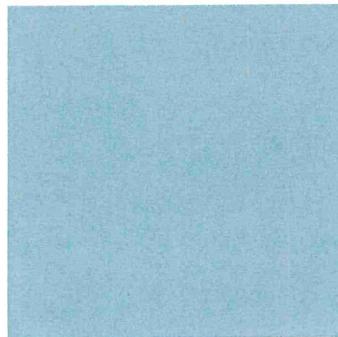
Guilford Green HC-116
Verde de Guilford



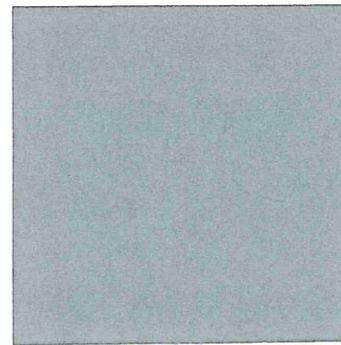
Chelsea Gray HC-168
Gris de Chelsea



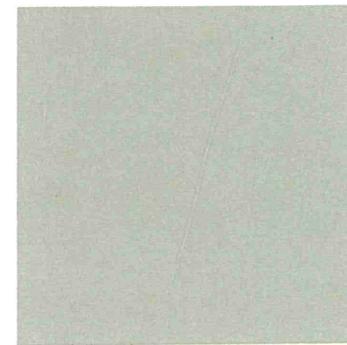
Coventry Gray HC-169
Gris de Coventry



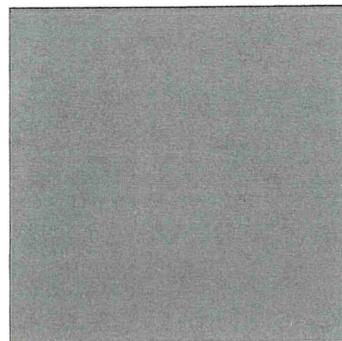
Whipple Blue HC-152
Azul de Whipple



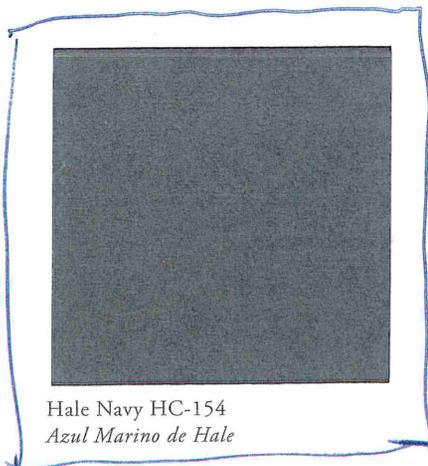
Templeton Gray HC-161
Gris de Templeton



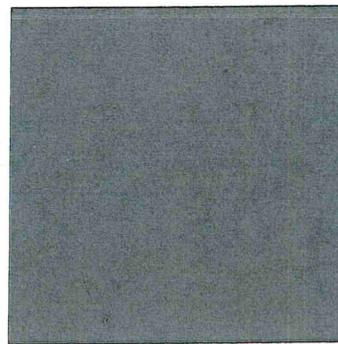
Louisburg Green HC-113
Verde de Louisburg



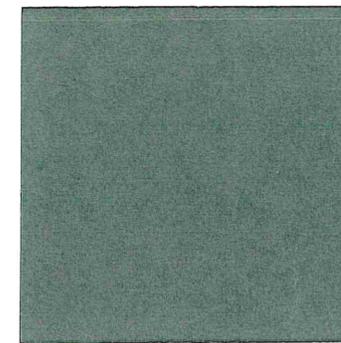
Kendall Charcoal HC-166
Carbón de Kendall



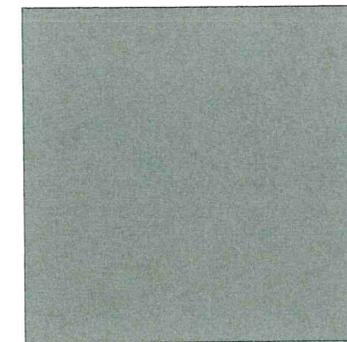
Hale Navy HC-154
Azul Marino de Hale



Narragansett Green HC-157
Verde de Narragansett



Lafayette Green HC-135
Verde de Lafayette

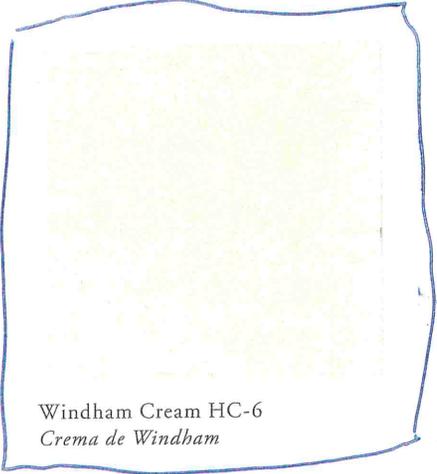


Cushing Green HC-125
Verde de Cushing

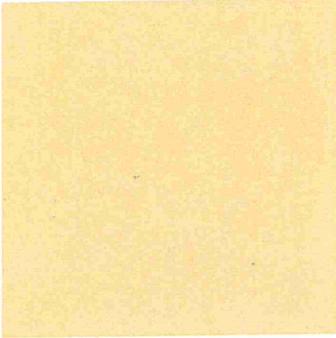
Color accuracy is ensured only when tinted in quality Benjamin Moore® paints. Color representations may differ slightly from actual paint.
La exactitud del color solo se garantiza cuando se tintan pinturas de calidad Benjamin Moore®. Las representaciones del color pueden diferir ligeramente de la pintura real.



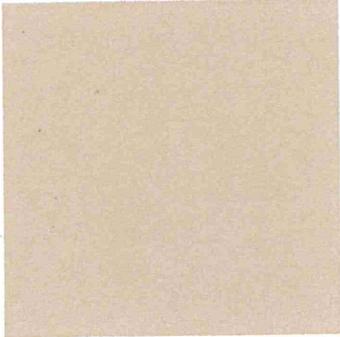
Greenmount Silk HC-3
Seda de Greenmount



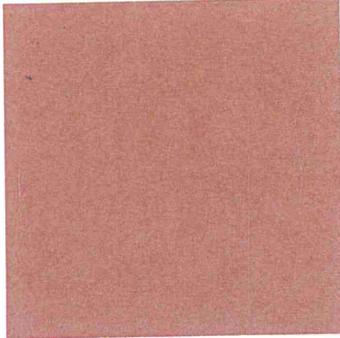
Windham Cream HC-6
Crema de Windham



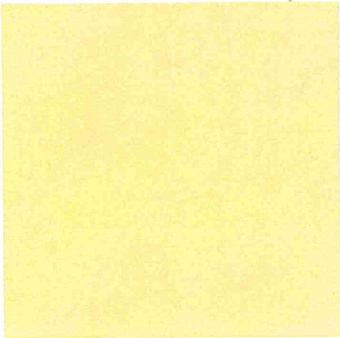
Concord Ivory HC-12
Marfil de Concordia



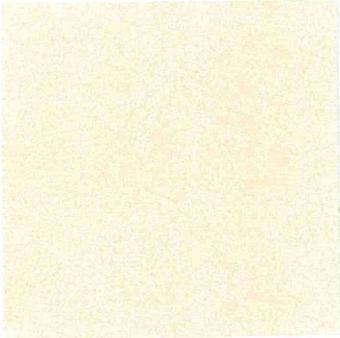
Brookline Beige HC-47
Beige de Brookline



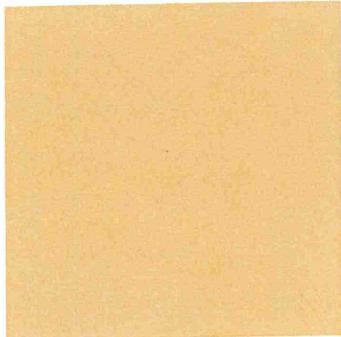
Georgian Brick HC-50
Ladrillo Georgiano



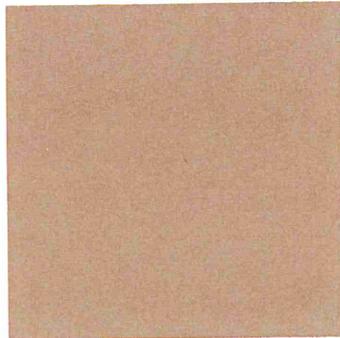
Hawthorne Yellow HC-4
Amarillo de Hawthorne



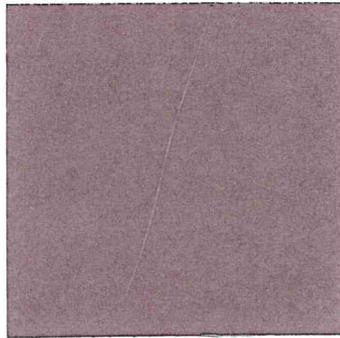
Philadelphia Cream HC-30
Crema de Filadelfia



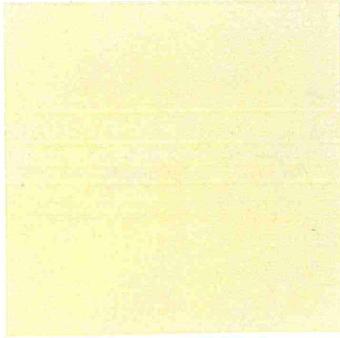
Dorset Gold HC-8
Oro de Dorset



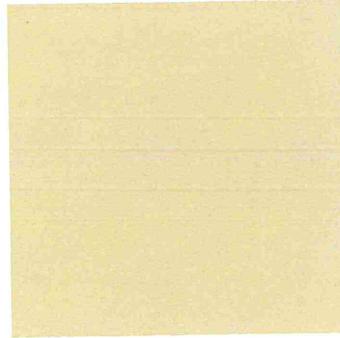
Maryville Brown HC-75
Marrón de Maryville



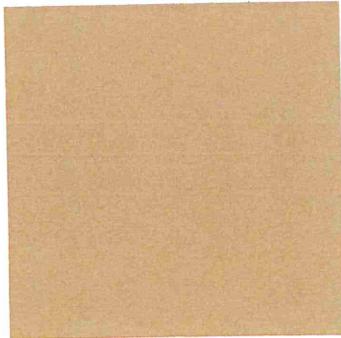
New London Burgundy HC-61
Burdeos de Nuevo Londres



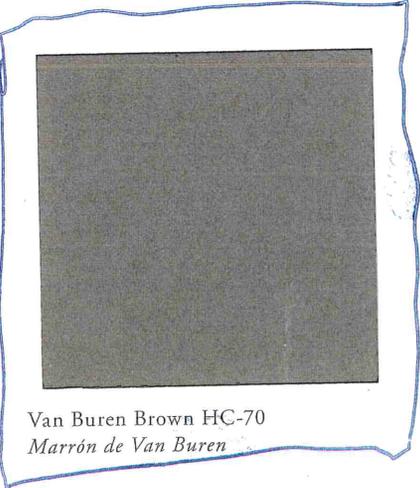
Beacon Hill Damask HC-2
Damasco de Colina Beacon



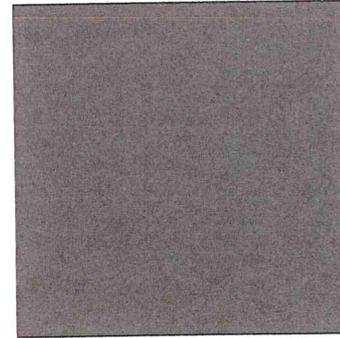
Waterbury Cream HC-31
Crema de Waterbury



Richmond Gold HC-41
Oro de Richmond



Van Buren Brown HC-70
Marrón de Van Buren



Townsend Harbor Brown HC-64
Marrón de Puerto Townsend

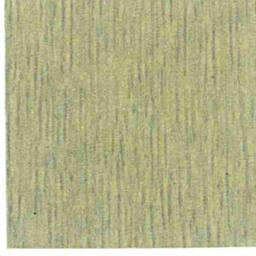
NATURAL



WHEAT



PINE GOLD



DUNE



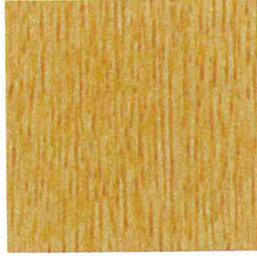
DESERT SUN



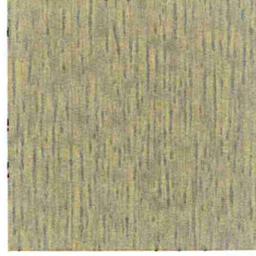
WNC-2 REDWOODTONE



MERIDIAN



WNC-1 NATURAL



GRAVEL GRAY



WNC-5 CEDARTONE



RUSTIC RED



LIGHT CEDAR



DARK GINGER



GLADE



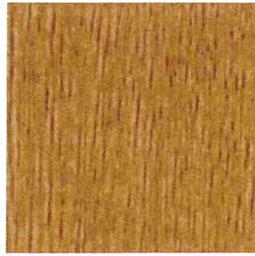
RUSSET BROWN



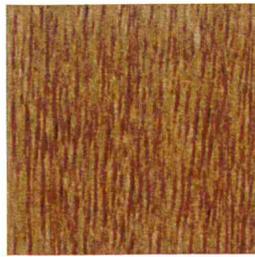
COLONIAL REDWOOD



GOLDEN OAK



PROVINCIAL MAPLE



LUMBERJACK

Wood Grain Comparison



On Cedar



On Redwood



On Treated Wood

Samples show Light Cedar stain applied to three different wood types. Your results will vary based on the type and color of the wood and the method of application. Oil-based stain tends to yellow with age. Before beginning, test the stain on a small area.



GENERAL PAINT & MANUFACTURING COMPANY

201 JANDUS ROAD, CARY, IL 60013-2889



CERTIFIED
MPI# 16

Woodsman Solid Color Latex Deck,
Siding & Fence Stain has been qualified by
the Master Painters Institute (MPI) for the
Approved Product list of MPI# 16

For how-to tips, visit www.TrueValuePaint.com

WNC = Natural Oil Deck & Siding Stain | ADS = Solid Color Latex Deck Stain
STL = Semi-Transparent Acrylic Deck Siding & Fence | STOV = Semi-Transparent Oil Deck & Siding Stain
WSOV = Solid Color Oil House & Trim Stain



DATE: November 7, 2018

SUBJECT: MOTION 18-916 To approve the Beaumont Field Lease Agreement with Burlington Baseball 2000.

SUBMITTED BY: Peter Riggs, Director of Public Works

BACKGROUND/HISTORY:

The City of Burlington has leased the use of Beaumont Field to Burlington Baseball 2000 (BB2K) since at least November of 2000. The membership of BB2K consists of Burlington Area School District, Catholic Central High School, Burlington Barons, and Burlington Summer Prep Baseball (formerly American Legion Baseball, Inc). The lease provides BB2K the use of Beaumont Field for the baseball games and practices of their membership. In exchange, BB2K provides all necessary maintenance of the field and buildings. The proposed lease term is two years.

The 2019-2020 lease includes a few updates to improve clarity and ease administration of the agreement. **Section 1** now includes an automatic renewal option to ease administration of the lease. **Section 2** was modified to provide clarity as to when BB2K had rights to use, and obligations to maintain, the premise. **Section 5** was modified to improve accountability and transparency of the BB2K Management Committee. **Section 5** was also updated to include more detail concerning BB2K's maintenance obligations and is reflective of the typical maintenance activities performed by BB2K. **Section 7** has been clarified regarding approval of posting signage on the premise. **Section 9 & 10** have been updated to include modern language. **Section 12** was added to address capital project funding. This language is consistent with past funding arrangements for capital improvements at Beaumont Field.

A draft lease update was discussed with the Park Board at the September 20, 2018 Park Board meeting. Staff also held meetings and gathered input from BB2K leadership regarding potential changes to the lease. The Park Board passed a recommendation for the Common Council to approve the lease at the October 18, 2018 Park Board meeting. BB2K leadership was present at the October 18, 2018 meeting and supported the recommendation.

BUDGET/FISCAL IMPACT:

The lease rent is \$1 for the two year term. This amount is consistent with previous versions of this lease. No new costs are expected for the City to satisfy the responsibilities included in this lease. BB2K will be responsible for water usage charges due to irrigation at Beaumont Field. This is estimated at \$500 per year. This will result in a corresponding reduction in utility expenses for the Parks operating budget.

RECOMMENDATION:

The Park Board passed a recommendation for the Common Council to approve this lease at the October 18, 2018 meeting of the Park Board. Leadership from Burlington Baseball 2000 provided input regarding the lease modifications and has indicated support for the changes. Staff recommends the Common Council approve a motion to enter into a lease agreement for Beaumont Field with Burlington Baseball 2000.

TIMING/IMPLEMENTATION:

This item is scheduled for discussion at the November 7, 2018 Committee of the Whole meeting. This item is scheduled for final consideration at the November 20, 2018 meeting of the Common Council.

Attachments

Beaumont Field Lease 2019-2020

LEASE

THIS INDENTURE made this 16th day of November 2000, by and between Burlington Baseball 2000 comprised of the BURLINGTON AREA SCHOOL DISTRICT, a Wisconsin municipal corporation, CATHOLIC CENTRAL HIGH SCHOOL, a Wisconsin Corporation, BURLINGTON BARONS, a Wisconsin Corporation, BURLINGTON SUMMER PREP BASEBALL, being an association under Chapter 184 of the Wisconsin Statutes, hereinafter referred to collectively as the “Lessees” and the CITY OF BURLINGTON, a municipal corporation, hereinafter referred to as “Lessor”.

WITNESSETH:

Lessor, for and in consideration of the rent, covenants, agreements and conditions hereinafter mentioned to be kept and performed by Lessee by these presents, does rent, lease and let unto Lessees, and Lessees do hereby take and lease from Lessor, on the terms and conditions as hereinafter provided, a portion of that real estate lying and being in the City of Burlington, County of Racine and State of Wisconsin, described on Exhibit A, commonly known as Beaumont Field.

1. TERM

The term of this lease shall be for two (2) years, commencing January 1st, 2019 and ending December 31st, 2020, both dates inclusive, unless sooner terminated as provided in this lease. This lease shall be automatically renewed for successive one (1) year terms until and unless Lessor or Lessee provides the other Party with sixty (60) days prior written notice to the end of the Initial Term or the Renewal Term.

2. USE OF PREMISES

Lessees shall have possession of the premises during the Term of the lease. Lessees use shall be consistent with the terms of this lease and the rules and policies of the City of Burlington Park Board. Lessor reserves the right to use the premises for public purposes at such times and in such a manner not inconsistent with the rights granted to lessees hereunder.

3. RENT

Lessee shall pay to Lessor, as rent for the lease premises, the sum of One Dollar (\$1) payable in full at the execution of this Agreement.

4. INDEPENDENT CONTRACTORS

Lessees in the performance of all of their obligations hereunder shall at all times be independent contractors and shall not be deemed an agent or employee of Lessor.

LEASE

5. ADDITIONAL CONSIDERATION

During the term of the lease, Lessees shall be responsible for the following, which shall be done without expense to Lessor:

- A. To appoint a combined Management Committee for the purpose of jointly operating the leased property. The Management Committee shall be composed of seven members consisting of one representative from each of the above listed lessees, a representative from the Park Board, with the sixth and seventh members being appointed by Burlington Baseball 2000, Inc. The Management Committee shall set up an organizational structure controlled through bylaws and rules of operation for the purpose of operating and maintaining Beaumont Field. The Management Committee shall meet at least quarterly at a date and time arranged in advance with notice to the Lessor, Lessees, and the Park Board.
- B. The Management Committee shall submit minutes of their meetings to the Park Board.
- C. The Management Committee shall submit financial statements to the Park Board at least quarterly.
- D. The Management Committee shall designate an individual to serve as liaison to the City of Burlington Department of Public Works for the purposes of coordinating operation.
- E. The Management Committee will schedule all games, practices and events for Beaumont Field in a manner, which is fair and equitable to each of the lessees and will appoint an individual to serve as field superintendent who will be responsible for determining whether the field is playable.
- F. Provide all necessary equipment and manpower for field maintenance and regularly maintain the field in playable condition.
- G. Provide all necessary maintenance, repair, and replacement of the irrigation system, including, but not limited to, winterization, leak repair, sprinkler head repair and replacement. Lessee shall be responsible for payment of water utilities related to irrigation.
- H. Provide and empty trash receptacles throughout the grounds and provide dumpster service. Lessee shall also be responsible for collecting litter and debris on the Premise.
- I. Clean, maintain, and repair the concessions/announcer building, dugouts, garage, and shed.
- J. Maintain, repair, and replace the scoreboard, lighting, fence adjacent to the field, backstop, and netting. Section 12 Capital Improvements addresses major replacement projects.
- K. Control, schedule and operate the concession stands under a set of rules and regulations approved and adopted by the Management Committee.

LEASE

6. ENJOYMENT

Subject to Lessor's right to use for public purposes, Lessees shall be entitled to quiet and peaceful enjoyment of the premises during the term of this lease.

7. SIGNS

Lessee may erect signs and other identification on the lease premises so long as the signs comply with the City of Burlington ordinances and existing Park Board policy and receive approval by the Park Board or the Director of Public Works. The Lessor shall post no signs on the fence that borders Beaumont Field as part of this agreement. The Lessor, however may post signs on the shorter fence connected to this fences south and westerly of Beaumont Field on Milwaukee Avenue as shown in Exhibit B.

8. TAXES AND ASSESSMENTS

Lessees shall pay all real estate taxes and special assessments, if any, levied on the leased premises.

9. INSURANCE

Insurance coverage shall be provided as follows:

- A. Liability Insurance. Lessee shall provide and keep in force a policy of liability insurance with a Wisconsin-licensed insurance company in an amount not less than \$1,000,000 for any general liability and \$25,000 for property damage. The Lessor shall be named as an additional insured in such policy.
- B. Non-Subrogation. Nothing in lease shall be construed as to authorize and permit any insurer of the Lessor or Lessee to be subrogated to any right of the Lessor or Lessee against the other arising under this lease.
- C. The lessees shall provide worker's compensation insurance for the purpose of providing benefits thereunder to their volunteers or employees.

10. INDEMNIFICATION OF LESSOR

In addition to the insurance coverage herein provided, Lessees, collectively while acting as the Management Committee and individually while using the leased premises, shall indemnify Lessor and hold Lessor and its officers, consultants, agents, employees and assigns harmless from and against any liability, judgments, costs, expenses or losses, of any nature whatsoever (including, but not limited to, reasonable actual attorneys fees), arising out of injury to any person, including death, or damage to any property arising as a result of Lessee's, its agents, volunteers or employees use of the leased premise.

LEASE

11. LESSOR'S OBLIGATIONS

The obligations of the City of Burlington shall be as follows:

- A. Pay the cost of all electric, sewer and water utilities for Beaumont Field, except for water utility expenses related to irrigation.
- B. Maintain, clean and stock the restroom facilities.
- C. Maintain the parking lot, bleachers, fencing not adjacent to the field, and landscaping outside of the field.
- D. Provide technical assistance and operational support by the Department of Public Works as directed by the Park Board.

12. CAPITAL IMPROVEMENTS

The Lessee shall be responsible for funding one quarter of the cost of any capital improvements on the premise related to their use of the premise. Such capital improvements include, but are not limited to, the replacement or installation of lighting, fencing, nets, bleachers, and buildings. Lessee and Lessor may enter into a memorandum of understanding to specify the terms and conditions of the payment arrangement.

13. DEFAULT

In the event of default by lessees of any of the provisions of this agreement lessor shall give lessees written notice to cure the default within 10 days. If said default has not been cured within that time period, this lease shall terminate.

14. TERMINATION

Either party may terminate this agreement upon thirty days written notice to the other.

15. NOTICE

Lessor at: **City of Burlington**
300 North Pine Street
Burlington, WI 53105

Lessees at: **Burlington High School**
400 McCanna Parkway
Burlington, WI 53105

LEASE

Catholic Central High School
148 McHenry Street
Burlington, WI 53105

Burlington Barons
C/O Bud Milroy
964 North Pine Street, Apt. 102
Burlington, WI 53105

Burlington Summer Prep Baseball
C/O Dennis Busch
8424 Wheatland Road
Burlington, WI 53105

Burlington Baseball 2000
C/O Bud Milroy
PO Box 587
Burlington, WI 53105

16. LEASEHOLD IMPROVEMENTS

No improvement shall be made to the leased premises unless lessees shall first have obtained written approval of the Burlington Park Board.

IN WITNESS WHEREOF, the parties have executed this agreement the date first set forth above.

Lessees:

1. BURLINGTON AREA SCHOOL DISTRICT

By: _____

Printed Name: _____

Title: _____

Dated: _____

2. CATHOLIC CENTRAL HIGH SCHOOL

By: _____

Printed Name: _____

Title: _____

Dated: _____

LEASE

3. BURLINGTON BARONS

By: _____

Printed Name: _____

Title: _____

Dated: _____

4. BURLINGTON SUMMER PREP BASEBALL

By: _____

Printed Name: _____

Title: _____

Dated: _____

5. BURLINGTON BASEBALL 2000

By: _____

Printed Name: _____

Title: _____

Dated: _____

Lessor:

CITY OF BURLINGTON, WI

Jeannie Hefty, Mayor

Attest:

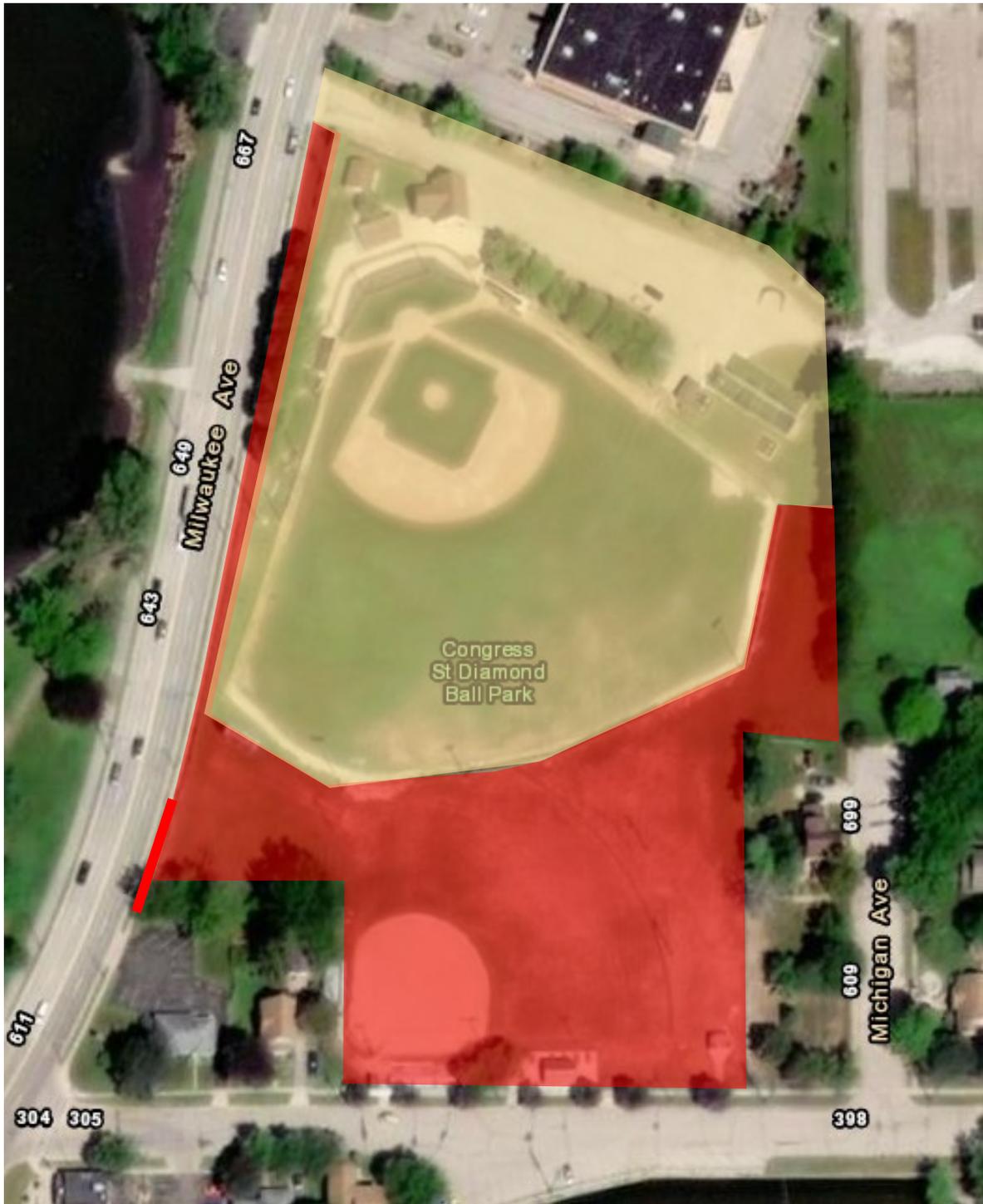
Diahn Halbach, City Clerk

Exhibit A



Beaumont Field

Exhibit B



 City Signage

 City Mowing

 BB2K Mowing