



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

**Tuesday, August 6, 2019**  
**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:**  
Jack Schoepke, Student Representative (BHS)

1. **Call to Order - Roll Call**
2. **Citizen Comments**
3. **Approval of Minutes** (*R. Heft*)
  - A. To approve the Committee of the Whole Minutes for July 16, 2019.
4. **PRESENTATIONS:** None
5. **DISCUSSION:** None
6. **RESOLUTIONS:**
  - A. **Resolution 4965(18)** - To approve the Bid Award Contract to PSG Construction, Inc. for the Riverside Park Improvement Project.
7. **ORDINANCES:** None
8. **MOTIONS:**
  - A. **Motion 19-934** - To approve the City of Burlington's Tax Increment Financing (TIF) Guidelines.

- B. **Motion 19-935** - To consider approving a Certificate of Appropriateness for property located at 488 Milwaukee Avenue.
  - C. **Motion 19-936** - To consider approving a Certificate of Appropriateness for property located at 473 Milwaukee Avenue
  - D. **Motion 19-937** - To approve the 2020-2023 Union agreement between the City of Burlington and International Association of Firefighters, AFL-CIO, CIC on Behalf of Racine Firefighters, Local 321.
9. **ADJOURNMENT** (*S. Rauch*)

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



**COMMITTEE OF THE WHOLE**

**ITEM NUMBER 3A**

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**DATE:** August 6, 2019

**SUBJECT:** MEETING MINUTES - To approve the Committee of the Whole Minutes for July 16, 2019.

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

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**BACKGROUND/HISTORY:**

The attached minutes are from the July 16, 2019 Committee of the Whole meeting.

**BUDGET/FISCAL IMPACT:**

N/A

**RECOMMENDATION:**

Staff recommends approval of the attached minutes from the July 16, 2019 Committee of the Whole meeting.

**TIMING/IMPLEMENTATION:**

This item is scheduled for final consideration at the August 6, 2019 Common Council meeting.

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**Attachments**

COW Minutes

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

**CITY OF BURLINGTON**  
**Committee of the Whole Minutes**  
**Jeannie Hefty, Mayor**  
**Diahnn Halbach, City Clerk**  
**Tuesday, July 16, 2019**

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

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

Student Representatives - Present: None. Excused: Jack Schoepke (BHS)

Staff present: Administrator Carina Walters, City Attorney John Bjelajac, Assistant City Administrator/Zoning Administrator Megan Watkins, Finance Director Steven DeQuaker, Police Chief Mark Anderson, Human Resource Director Jascon Corbin, Library Director Joe Davies, and City Intern Nick Faust.

2. **Citizen Comments**

Mike Locke, 233 Amanda Street, commented on the lack of handicap parking in the City parks and inquired if something could be done to increase the availability and stated he was willing to help if needed.

3. **Approval of Minutes** - To approve the July 2, 2019 Committee of the Whole Minutes.

Motion: Alderman Kott. Second: Alderman Meyer. With all in favor, the motion carried.

4. **DISCUSSION:**

A. A discussion regarding Tax Increment Districts (TID) by Ehlers, Inc.

Administrator Walters began the discussion and also presented Motion 19-934 regarding the City of Burlington's Tax Increment Financing (TIF) Guidelines, stating that the purpose of the guidelines is to educate and articulate to existing or potential businesses, the City's desire to promote economic development that is consistent with the City/County Comprehensive Plan and provide a community benefit that will ultimately be shared by all taxing entities. Jon Cameron, Ehlers, then presented a PowerPoint presentation that explained what Tax Incremental Financing (TIF) is and how it can spur economic development.

5. **RESOLUTIONS:**

- A. **Resolution 4962(15)** - To consider approving an Extraterritorial Zoning Certified Survey Map (ETZ CSM) for property located between 920 and 1316 S. Teut Road.

Director Watkins reviewed the background history stating that although this property is located in the Town of Burlington, it is within 1.5 miles of the City of Burlington and therefore must be reviewed by the Plan Commission and Common Council. Watkins stated that the purpose of this ETZ CSM is to subdivide the property into three lots; proposed lot 1 will be 2.94 acres, proposed lot 2 will be 3.12 acres, and proposed lot 3 will be 3.68 acres. Watkins also stated that the applicant did not submit any materials indicating any plans for future buildings or structures. This was approved by the Town of Burlington Planning and Zoning Committee at their June 13, 2019 meeting.

- B. **Resolution 4963(16)** - To consider approving a Certified Survey Map for property located at 109-111 and 117 Schemmer Street.

Director Watkins explained that this CSM was previously approved by Council at the February 20, 2019 Common Council meeting, however a Scribner's error was discovered on the original document after being recorded by the Register of Deeds. Watkins stated that because the original boundary of the map had been changed by Racine County Real Estate Description, the CSM needs to be amended and approved by Council again. The CSM was amended by adding a 4-foot wide triangle from Lot C to the northwest corner of Lot 2.

- C. **Resolution 4964(17)** - To Accept the Dedication of Land for Public Right of Way Purposes for property located at 340 Dale Drive.

Walters explained that the City's right of way for Dale Drive ends short of a paved turn-around that is located on private property of which appears to be a public road and functionally motorists have used it as such. Walters stated the owners have reached out to the City and offered to deed the turn-around to the City in exchange for the City performing maintenance on the roadway. Walters also stated that although there is no direct cost to the City, a portion of the 2019 road improvement program, in the amount of \$22,826, has been attributed towards repairs for this road.

6. **ORDINANCES:**

- A. **Ordinance 2050(16)** - To amend Chapter 187-7(E) of the City of Burlington Municipal Code, to eliminate the 4 liter limit of hard alcohol sales for retail stores holding a "Class B" liquor license.

City Clerk Diahnn Halbach explained that the City of Burlington has adopted and incorporated into its Municipal Code, Wisconsin State Statute Chapter 125, Alcohol Beverages, and therefore must amend the code in order to stay current with any State changes. Halbach stated that Governor Evers recently signed into law a bill that removes a 4 liter limit on hard liquor sales for retailers holding a "Class B" liquor license and therefore the City's must amend its ordinance to reflect this change.

7. **MOTIONS:**

- A. **Motion 19-933** - To approve the 2020-2022 Union Agreement between the City of Burlington and the Labor Association of Wisconsin, Inc. on behalf of the Burlington Police Benevolent Association Local 218.

Chief Anderson stated that the City of Burlington and the Labor Association of Wisconsin have mutually agreed upon a three-year contract on behalf of the Burlington Police Benevolent Association Local 218. Anderson then highlighted the major changes in the new contract.

Alderman Preusker referenced the changes in the work schedule and asked Chief Anderson if he felt the schedule would be difficult to work with. Anderson responded that he is very pleased with the new schedule and that provisions have been put in place which can be repealed if needed.

- B. **Motion 19-934** - To approve the City of Burlington's Tax Increment Financing (TIF) Guidelines.

This item was discussed along with the TIF 101 discussion.

8. **ADJOURNMENT**

Motion: Alderman Meyer. Second: Alderman Preusker. With all in favor, the meeting adjourned at 8:01 p.m.

Minutes respectfully submitted by:

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Diahnn C. Halbach  
City Clerk  
City of Burlington



**DATE:** August 6, 2019

**SUBJECT:** RESOLUTION 4965(18) - To approve the Bid Award Contract to PSG Construction, Inc. for the Riverside Park Improvement Project.

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

**BACKGROUND/HISTORY:**

In February 2019 the City was awarded a Wisconsin Department of Natural Resources (DNR) Stewardship Grant in the amount of \$80,000 to assist with funding improvements to Riverside Park. The project includes replacement of the pavilion, canoe/kayak launch, paved trails, and trail information center. Ayres Associates was secured to design, bid, and manage the construction of the project. Ayres worked with City staff on the design and received feedback from the Park Board on the project. We must complete the project by July 2021, or we will lose access to the grant funding.

The City received 5 competitive bids for the project. The bids are all relatively consistent so it does appear that there is consensus in the market on the cost to perform the requested work. The lowest bid was submitted by PSG Construction, Inc. in the amount of \$209,227.70. The bid tabulation is attached.

The low bid exceeds the project estimate supplied by Ayres (\$162,909) by \$46,318.70. Ayres staff identified the primary discrepancy between the project estimate and the bid amounts being related to the pavilion costs. Ayres based the estimate on costs for the construction on the similar pavilion at Wehmhoff Jucker Park. However, market factors have changed since the construction of the Wehmhoff Jucker structure that were not accounted for in their estimate. There was also donated and volunteer labor included in the Wehmhoff Jucker project that was not accounted for by Ayres in their estimate. A memo from Ayres is attached.

**BUDGET/FISCAL IMPACT:**

There is a total of \$181,000 in the Park Development Fund including the annual \$30,000 General Fund transfer and the closure of the Wehmhoff Trust. The 2019 budget for the Park Development Fund anticipated a total project cost of \$105,000 for the Riverside Improvement (less the \$80,000 in grant funding). Proceeding with a contract with the low bidder, PSG, would require \$129,227.70 in funds from the Park Development Fund, and increase of \$24,227.70. There are sufficient funds in the Park Development Fund to cover the increased cost of this project.

At their July 29, 2019 meeting, the Park Board, made a recommendation to award the contract to PSG and further recommended using Park Development Funds to pay for the project.

**RECOMMENDATION:**

Staff, and our consultants at Ayres Associates, recommend approval of this bid award contract to PSG Construction, Inc.

On July 29, 2019, the Park Board passed a motion recommending approval of this bid award to PSG Construction, Inc.

**TIMING/IMPLEMENTATION:**

This item is for discussion at the August 6, 2019 Committee of the Whole meeting and due to timing is scheduled for final consideration at the same evening Common Council meeting.

**Attachments**

Res 4965(18) Riverside Park Bid Award

Ayres Memo

Riverside Improvements Bid Tab

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**RESOLUTION NO. 4965(18)**  
**Introduced by: Committee of the Whole**

**A RESOLUTION APPROVING THE AWARD OF BID FOR THE RIVERSIDE PARK  
IMPROVEMENTS TO PSG CONSTRUCTION, INC FOR THE  
TOTAL AMOUNT OF \$209,227.70**

**WHEREAS**, the City of Burlington did post a Class 2 Notice to Bidders for the Riverside Park Improvements on July 4 and July 11, 2019; and,

**WHEREAS**, bids received by the City were opened and reviewed at the Board of Public Works Bid Opening on July 25, 2019 and forwarded to the Engineer (Ayres Associates Inc.) for final review; and,

**WHEREAS**, the Engineer, and the Director of Public Works have reviewed the bids and recommend acceptance of the lowest, most responsive bid from PSG Construction a copy of which is hereto and made a part thereof; and,

**WHEREAS**, the Park Board reviewed and discussed the bids on July 29, 2019 and recommended approval of the lowest, most responsive bid from PSG Construction, INC; and,

**WHEREAS**, the Engineer, and the Director of Public Works have recommended approval of the Lump Sum Bid for \$209,227.70.

**NOW, THEREFORE, BE IT RESOLVED** by the Common Council of the City of Burlington that the Riverside Park Improvements bid be awarded to PSG Construction, for the not to exceed amount of \$209,227.70 for the Total Lump Sum Bid.

Introduced: August 6, 2019  
Adopted: August 6, 2019

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Jeannie Hefty, Mayor

Attest:

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Diahnn Halbach, City Clerk

July 30, 2019

Peter Riggs  
Public Works Director  
City of Burlington  
2200 South Pine Street  
Burlington, WI 53105

Re: Riverside Park Improvements Bid Results

Dear Peter:

This memo is in reference to the bid opening for the Riverside Park Improvements that took place Thursday July 25<sup>th</sup>, 2019 at the City of Burlington Department of Public Works at 10:00 am.

We have reviewed the five bids received (Absolute Construction, PSG Construction Inc., Rasch Construction & Engineering, Inc., The Reese Group LLC, and Scherrer Construction Inc.), and found several minor errors in the as-read item totals and as-read bid totals in 3 of the 5 bids. No errors affected the overall bid order results. The six bid totals ranged from \$209,227.70 to \$268,366.00, and there were no Alternate Bid items. PSC Construction provided the lowest bid total.

The bid received from PSG Construction was a Bid of \$209,227.70. Our estimate for the Bid was \$162,909.00. The low bid came in at \$46,318.70 over the estimate. The largest discrepancy in unit pricing was in the Shelter Pavilion; all pavilion bid amounts came in higher than estimated. Although some other unit prices came in higher than the estimate, this is likely due to possible construction timing and small quantities. We have also seen consistently escalated bid prices during the 2019 season, especially on projects bid during the summer season, and don't forecast any reductions in bid prices during 2020.

We would suggest opening discussions with the contractor post-award for value engineering options. Some possible options include:

- Explore Value Engineering Options for the Shelter Pavilion
- Change type of Trailhead Signage
- Substitute restoration for owner responsibility

The City of Burlington was granted a 2018 Stewardship/RTA Grant for the amount of \$80,000 for the proposed construction, with anticipated completion in Summer 2019.

It is our opinion that the city should accept the bid received from PSG Construction of \$209,227.70 for Riverside Park Improvements. We have verified their references and determined that they are qualified to perform the requested work.

Please contact me if you have any questions.

Sincerely,



Blake Theisen, PLA, ASLA  
Project Manager/Landscape Architect  
Ayres Associates, Inc.

**BID TABULATION**

Project: RIVERSIDE PARK IMPROVEMENTS  
 Project Number: 52-0620.02  
 Bid Opening Date: July 25, 2019 10:00 AM



BASE BID			ENGINEER'S ESTIMATE		REESE GROUP		RASCH CONST		SCHERRE		PSG CONST		ABSOLUTE CONST		
Item	Qty.	Unit	Unit Price	Item Total	Unit cost	Item Total									
1	MOBILIZATION	1	LS	\$15,000.00	\$15,000.00	\$11,331.96	\$11,331.96	\$24,963.00	\$24,963.00	\$6,500.00	\$6,500.00	\$500.00	\$500.00	\$11,700.00	\$11,700.00
2	EROSION CONTROL	1	LS	\$5,260.00	\$5,260.00	\$9,730.43	\$9,730.43	\$4,592.00	\$4,592.00	\$8,837.00	\$8,837.00	\$2,600.00	\$2,600.00	\$3,100.00	\$3,100.00
3	DEMOLITION	1	LS	\$13,220.00	\$13,220.00	\$6,658.20	\$6,658.20	\$6,779.00	\$6,779.00	\$8,965.00	\$8,965.00	\$5,400.00	\$5,400.00	\$6,300.00	\$6,300.00
4	EARTHWORK	1	LS	\$4,092.11	\$4,092.11	\$6,884.25	\$6,884.25	\$8,607.00	\$8,607.00	\$11,125.00	\$11,125.00	\$7,450.00	\$7,450.00	\$8,700.00	\$8,700.00
5	BASE AGGREGATE DENSE. 1-1/4"	388	TN	\$18.00	\$6,984.00	\$26.24	\$10,181.12	\$22.79	\$8,842.52	\$22.07	\$8,563.16	\$18.50	\$7,178.00	\$21.60	\$8,380.80
6	ASPHALT PAVEMENT	10	TN	\$110.00	\$1,100.00	\$372.42	\$3,724.20	\$354.90	\$3,549.00	\$236.50	\$2,365.00	\$196.00	\$1,960.00	\$183.15	\$1,831.50
7	ASPHALT PATH	70	TN	\$110.00	\$7,700.00	\$247.29	\$17,310.30	\$174.90	\$12,243.00	\$200.36	\$14,025.20	\$187.00	\$13,090.00	\$183.15	\$12,820.50
8	CONCRETE PAVEMENT, 4"	621	SF	\$5.00	\$3,105.00	\$18.78	\$11,662.38	\$13.05	\$8,104.05	\$8.76	\$5,439.96	\$4.90	\$3,042.90	\$5.75	\$3,570.75
9	CONCRETE SHELTER PAD	2,272	SF	\$12.00	\$27,264.00	\$17.36	\$39,441.92	\$10.74	\$24,401.28	\$7.66	\$17,403.52	\$4.90	\$11,132.80	\$5.75	\$13,064.00
10	TRAILHEAD SIGNAGE	1	EA	\$1,000.00	\$1,000.00	\$2,311.88	\$2,311.88	\$1,800.00	\$1,800.00	\$900.00	\$900.00	\$8,500.00	\$8,500.00	\$3,800.00	\$3,800.00
11	SHELTER PAVILION	1	LS	\$50,000.00	\$50,000.00	\$66,697.08	\$66,697.08	\$97,384.00	\$97,384.00	\$84,738.00	\$84,738.00	\$92,000.00	\$92,000.00	\$98,400.45	\$98,400.45
12	ELECTRICAL PROVISIONS	1	LS	\$12,000.00	\$12,000.00	\$17,893.91	\$17,893.91	\$16,932.00	\$16,932.00	\$15,785.00	\$15,785.00	\$15,974.00	\$15,974.00	\$14,200.00	\$14,200.00
13	OUTCROPPING STONE	13	EA	\$500.00	\$6,500.00	\$806.90	\$10,489.70	\$1,171.30	\$15,226.90	\$1,105.00	\$14,365.00	\$275.00	\$3,575.00	\$325.00	\$4,225.00
14	ROCK OUTCROPPING STAIRS	20	TN	\$65.00	\$1,300.00	\$287.70	\$5,754.00	\$938.10	\$18,762.00	\$885.00	\$17,700.00	\$975.00	\$19,500.00	\$1,140.00	\$22,800.00
15	BREAKER RUN	19	CY	\$30.00	\$570.00	\$70.09	\$1,331.71	\$92.10	\$1,749.90	\$78.26	\$1,486.94	\$175.00	\$3,325.00	\$204.00	\$3,876.00
16	RIP RAP	25	CY	\$45.00	\$1,125.00	\$162.35	\$4,058.75	\$151.20	\$3,780.00	\$291.72	\$7,293.00	\$150.00	\$3,750.00	\$175.00	\$4,375.00
17	TREES	5	EA	\$500.00	\$2,500.00	\$736.41	\$3,682.05	\$632.80	\$3,164.00	\$597.00	\$2,985.00	\$750.00	\$3,750.00	\$600.00	\$3,000.00
18	RESTORATION	1	LS	\$4,188.89	\$4,188.89	\$10,924.89	\$10,924.89	\$6,970.00	\$6,970.00	\$6,575.00	\$6,575.00	\$6,500.00	\$6,500.00	\$6,000.00	\$6,000.00
				<b>BASE BID TOTAL</b>	<b>\$162,909.00</b>	<b>BASE BID TOTAL</b>	<b>\$240,068.73</b>	<b>BASE BID TOTAL</b>	<b>\$267,849.65</b>	<b>BASE BID TOTAL</b>	<b>\$235,051.78</b>	<b>BASE BID TOTAL</b>	<b>\$209,227.70</b>	<b>BASE BID TOTAL</b>	<b>\$230,144.00</b>
						<b>AS READ</b>	<b>\$243,063.15</b>	<b>AS READ</b>	<b>\$268,366.00</b>	<b>AS READ</b>	<b>\$234,447.15</b>	<b>AS READ</b>	<b>\$209,227.70</b>	<b>AS READ</b>	<b>\$230,144.00</b>
Yellow Highlight Indicates Different from "AS READ" Amount															
				5% Bid Bond Included		X		X		X		X		X	
				Pre - Qualifications											



**DATE:** August 6, 2019

**SUBJECT:** MOTION 19-934 - To approve the City of Burlington's Tax Increment Financing (TIF) Guidelines.

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

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**BACKGROUND/HISTORY:**

Historically, the City of Burlington has had success with its various Tax Increment Districts (TID)'s formed. Once the TID or boundary is identified, this creates a base value in which the property taxes collected on the base value, continue to be distributed to the taxing jurisdictions. The difference or increased value created above and beyond the base value are placed into a special fund that is used to pay for TID eligible project costs. The Tax Increment Financing (TIF) is the funding tool that local municipalities may make available to spur economic development.

The City has only one TID District open, TID #5, or the Aurora Health Center. In 2018, the City closed both the Environmental Remediation TID #1 and TID #3; therefore, TID capacity is available. In the past developers and/or property owners have approached the City to purchase their property and or create a TID district in order to develop property. In order to provide parameters to Developers regarding TIF eligibility and/or possible assistance, Jon Cameron of Ehlers, Jenny Trick of RCEDC and city staff created the following guidelines.

The purpose of the guidelines are to educate and articulate to existing or potential businesses, the City of Burlington's desire to promote economic development that is consistent with the City/County Comprehensive Plan and provides a community benefit that will ultimately be shared by all taxing entities (City, County, Burlington Area School District, Gateway Technical College, and State). Most importantly the developer must prove the "but for" test, in order to potentially see any financial assistance.

**BUDGET/FISCAL IMPACT:**

N/A

**RECOMMENDATION:**

Staff recommends approval of the Tax Increment Financing Guidelines that will help as a template for both staff and developers to ensure appropriate and responsible development that will futuristically benefit the City and other taxing jurisdictions.

**TIMING/IMPLEMENTATION:**

This item was originally discussed at the July 16, 2019 Committee of the Whole meeting and has been placed on the August 6, 2019 Committee of the Whole meeting for further discussion. It has also been placed for final approval at this same evening Common Council meeting.

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**Attachments**

TIF Guidelines  
TIF Application

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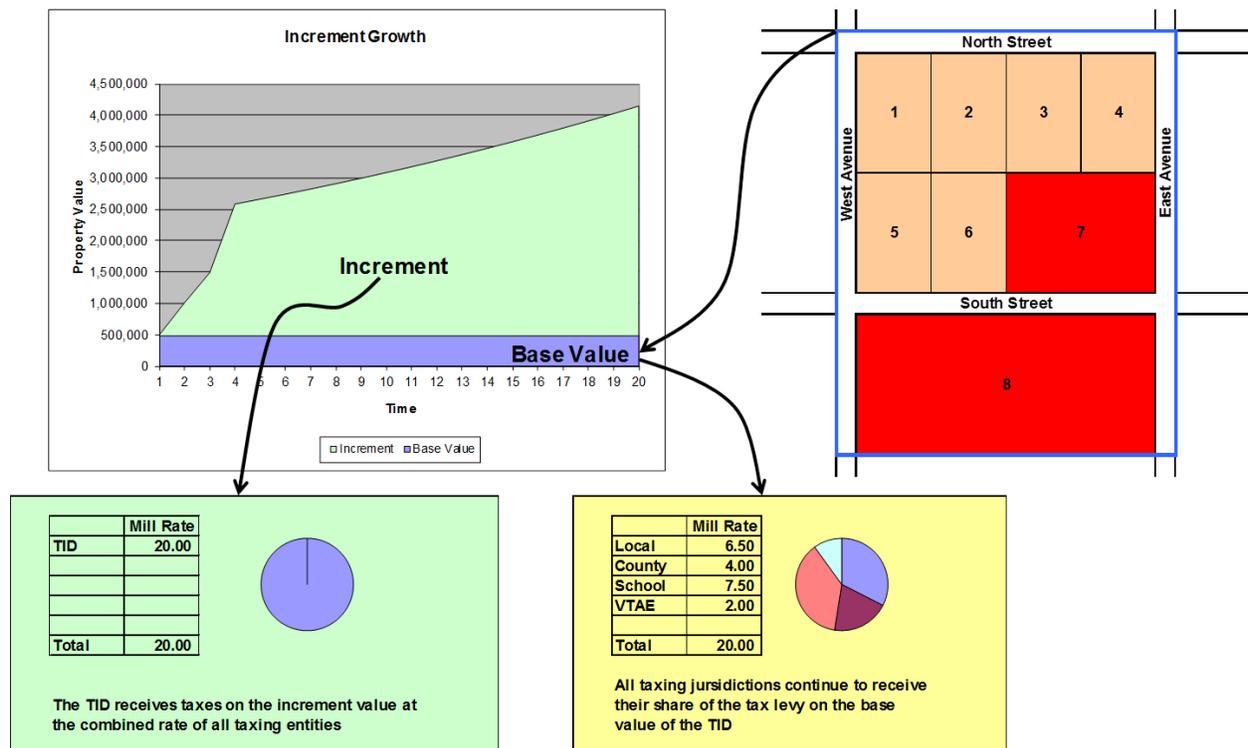
# City of Burlington

## Tax Increment Financing Guidelines

### What is TIF?

Tax Incremental Financing (TIF) is a special funding tool available to local municipalities that spurs economic development which; otherwise, at this time and quality would not occur. When a Tax Increment District (TID), or physical boundary of the district is created, property owners within the designated area continue to pay the same property tax rates as those outside the district. Once the TID or boundary is identified, this creates an equalized base value in which the property taxes collected on the base value, continue to be distributed to the four taxing (City, County, Gateway Technical, Burlington Area School District) jurisdictions. Each year as the MIL Rate changes, the Tax collected on the base value continues and is paid out to the taxing jurisdictions. If the base equalized Value increases it creates an increment.

The difference or increment, over and above the “base value” are placed into a special fund that is used to pay for TID eligible project costs. Once all costs incurred by the creation of the TID are recouped and/or paid, the additional tax increment created is shared by all taxing entities.



The use of TIF varies from project to project and district to district. By State Statute, there are four kinds of TIDS: Industrial, Blight, Mixed-Use and Environmental Remediation. The City of Burlington (“City”) can use TIF to promote redevelopment of older parts of the community, create Mixed-Use TIF which is a mixed residential and commercial TIF and eliminate Blight. In other cases, the City may use TIF to create a new industrial park through land acquisition and construction of public infrastructure. In all cases, the taxes collected on the increased value (increment) of property in the TID, which has been set aside in the special TIF fund, is used to pay down debt service associated with project costs. The following outlines the City’s guidelines regarding TIF.

**Purpose:**

The purpose of this Guideline document is to articulate to existing or potential businesses and developers the City’s desire to promote economic development that is consistent with the City/ County Comprehensive Plan and provides a community benefit that will ultimately be shared by all taxing entities (City, Burlington Area School District, Gateway Technical College, Racine County, and State) impacted through the establishment TIDs.

Notwithstanding compliance with any or all of the guidelines herein, the provision of TIF assistance is a guideline choice to be evaluated on a case-by-case basis by the Common Council. The burden of establishing the public value of TIF shall be placed upon the applicant and the application must substantially meet the criteria contained herein. City Administration reserves the right to bring any TIF proposal forward for Council consideration. Meeting statutory requirements, guidelines or other criteria listed herein does not guarantee the provision of TIF assistance nor does the approval or denial of one project set precedence for approval or denial of another project. The City reserves the right to amend, modify, or withdraw these guidelines as deemed necessary.

**TIF Authority:**

The authority and regulations for TIFs and the establishment of TIDs are found in Wis. Stats. 66.1105 and 66.1106. The City reserves the right to be more restrictive than provided under the statutes.

**Basic Provisions:**

As a matter of policy, the City will consider using TIF resources to assist private development in those circumstances where the proposed private project shows a demonstrated financial gap and that the financial assistance request is the minimum necessary to make the project feasible. The developer’s proformas should reflect that every other financial alternative(s) are included and/or have been investigated prior to requesting the use of TIF, including equity participation, other federal and state funds, bonds, tax credits, loans, etc.

It is the intent of the City to provide the minimum amount of TIF assistance to make the project viable and not solely to increase a developer's profit margin on the project. Prior to consideration of a TIF request, the City will undertake (at the requestor's cost) an independent analysis of the project to ensure the request for assistance is valid.

In requesting TIF assistance, the developer must demonstrate that there will be a substantial and significant public benefit to the community. Public benefit may include but is not limited to the elimination of blight, strengthening the economic and employment base of the City, positively impacting surrounding neighborhoods, increasing property values and the tax base, creating new and retaining existing jobs, and implementing the Comprehensive Plan.

Each project and location are unique; therefore, every proposal shall be evaluated on its individual merit, including its potential impact on city service levels, its overall contribution to the economy and its consistency with the City/County Comprehensive Plan, Strategic Plan or other community planning documents. Each project must demonstrate probability of financial success.

**The "BUT FOR" TIF TEST:**

The fundamental principle and that which the City must determine through information provided by the developer is that the project would not occur "but for" the assistance provided through Tax Incremental Financing. The burden is on the developer to make this case to the City and not the City to make this case for the developer. Should this "but for" determination not be made, TIF assistance for the project cannot be provided.

**TIF Objectives:**

The City will consider utilizing TIF to meet one or more of the following basic objectives:

1. Stimulate and continued revitalization of the downtown or City Boundary area by:
  - a. Improving infrastructure;
  - b. Creating a variety of housing opportunities to increase the number of residents;
  - c. Preventing or eliminating slums and blighting conditions;
  - d. Constructing mixed-use developments;
  - e. Attracting desirable businesses and retaining existing businesses;
  - f. Encouraging development projects that enhance the streetscape and pedestrian experience and improve the vitality of the downtown area by adding interest and activity on the first floor of mixed- use buildings.

2. Promote efficient usage of land through redevelopment of blighted areas, that are in need of rehabilitation and/or the elimination of environmental concerns on specific sites.
3. Strengthen the economic base of the City and support Economic Development.
4. Stabilize and upgrade targeted neighborhoods.
5. Create and retain family supporting jobs in the City.
6. Increase property values and tax revenues.
7. Leveraging the maximum amount of non-city funds into a development and back into the community.

### **What Development is Eligible?**

The type of development that the City will consider TIF funding includes:

1. Business development (attraction, retention, expansion). TIF assistance will be evaluated on its impact on the City, existing local markets, and other pertinent elements.
2. Mixed-use developments that creatively integrate commercial, light industrial and retail projects into an area of the City.
3. Revitalization of historically significant or deteriorated buildings.
4. Projects that promote downtown city office and retail development.
5. Projects that promote neighborhood stabilization or revitalization.
6. Projects that promote industrial development.
7. Projects consistent with approved TIF Project Plans.
8. Projects that involve environmental clean-up, removal of slum and blighting conditions.
9. Projects that contribute to the implementation of other public policies, as adopted by the City in its strategic plans such as long-term revenue strategy that supports intended growth, expanded tax base, and promotion of high-quality architectural design



**Hampton Hotel  
Environmental TID (ER TID)**



**Aurora Health Center  
TID #5**



**Cannella Response Television, LLC**

**TID #4**

**What Development is Ineligible?**

The City will not favor the use of TIF funding to help support the following types of development.

1. Speculative development (projects that have no secured tenants).
2. Relocation of offices, retail and/or commercial uses for purposes other than retaining or substantially expanding the City business.
3. Projects not consistent with the Comprehensive Plan.

**Eligible Costs:**

TIF eligible expenditures are defined by Section 66.1105(2)(e) of Wisconsin Statutes, which the City may further limit on a project by project basis. The following are examples of eligible costs as noted within the above State Statute.

1. Capital costs, including actual costs of:
  - a. Construction of public works or infrastructure improvements;
  - b. Construction of new buildings, structures, and fixtures;
  - c. Demolition, alteration, rehabilitation, repair or reconstruction of existing buildings, structures and fixtures, other than historic buildings and structures.
  - d. Acquisition of equipment to service the district;
  - e. Restoration of soil or groundwater affected by environmental pollution; and
  - f. Clearing and grading of land.
2. Real property assembly costs.
3. Professional service costs (planning, architectural, engineering, and legal).
4. Relocation costs.
5. Environmental remediation.
6. Organizational costs (environmental and other studies, publication and notification costs).

**Criteria for TIF Assistance:**

All of the following financial criteria must be met in order to be considered for TIF assistance.

1. Equity Requirement. Developers must provide evidence of a minimum 15% equity contribution toward total project costs. Projects that exceed the 15% equity requirement will be looked upon favorably by the City. Equity is defined as cash or un-leveraged

value in land or prepaid costs attributable to the project. TIF shall not be used to supplant cash equity.

2. 75% Rule. No more than 75% of the net present value of the tax increment generated by a private development shall be made available to the project.

3. Payback Period. Dependent on the type of TID created there is a 20 year maximum payback period. Preference will be given to projects with payback periods of 10 years or under.

4. TIF Cap. The total amount of TIF assistance should not exceed 25% of total project costs. This limitation may be waived if the project involves redevelopment of existing structures or the assembly and clearance of land upon which existing structures are located.

5. Self-Supporting Projects. Each project requesting TIF assistance should generate sufficient tax increment to cover the requested TIF assistance and a portion of any public infrastructure costs within the district.

a. No increment from other private development projects within the district may be used to supplement another project's inability to generate sufficient tax increment to cover project costs.

6. Land Assembly Cap. TIF assistance for land/property assembly costs will not be provided in an amount exceeding 10% of the fair market value of the land. The fair market value will be determined by an independent appraiser contracted by the City with cost of appraisal paid for by developer.

7. Internal Rate of Return. The amount of assistance provided to a developer will be limited to the amount necessary to provide the developer a reasonable rate of return on investment in the project and the subject site. A developer's return on equity, return on cost or internal rate of return will be based on current market conditions as determined by the City or City's financial advisor. In no case shall the internal rate of return exceed 30%.

8. Taxable Increase. The project should result in an increase in taxable valuation of at least 20% upon project completion.

9. Any recipient of TIF assistance will be asked to provide a guarantee or security in a form satisfactory to the City that the project will be developed as proposed.

#### **Types of TIF Assistance:**

1. **Traditional TIF Assistance** – Traditional TIF assistance may take the form of direct cash assistance for eligible projects that will result in increment. In such cases that City would use existing funds or newly borrowed proceeds.

2. **"Pay-as-you-go" TIF** – The City will use "pay-as-you-go" financing, also known as developer financing, as a method to help reduce the financial exposure of the City. Under this financing method the developer pays the upfront costs of the project. The City would provide a Municipal Revenue Obligation (MRO) to establish the criteria to fully or partially reimburse the developer using future tax increment. "Pay-as-you-go" is the preferred TIF financing mechanism of the Common Council.

**3. Land** – In lieu of or in combination with other incentives, the City may assist development or redevelopment projects by providing City-owned land to a developer at no cost or a reduced cost.

**Structure for Tax Incremental Financing Assistance:**

**In all cases where City resources are required, the developer must agree to enter into a Development Agreement with the City. The Development Agreement will reflect the obligations of both parties. Examples of Development Agreement contents may include the following:**

1. Tax Incremental Financing assistance will be provided by the City on a “pay-go” note method or via bond proceeds. Requests for up-front financing may be considered on a case-by-case basis if increment generation is sufficient to meet initial financing and debt service costs.
2. For “pay-go” structured projects, the project owner shall agree to pay all other outstanding City property tax bills prior to disbursement of any pay-go payments by the City.
3. No Mortgage Guarantees. The City will not provide mortgage guarantees.
4. Personal Guarantee. The City will require a personal guaranty for receiving TIF assistance i.e. Letter of Credit and form shall be acceptable to the City.
5. The property owner shall agree not to protest to the Board of Review or Circuit Court the Assessor’s determination of the property value for the properties for which the grant is requested.
6. The City will retain a minimum of 10% of any tax increment received from the project to reimburse for administrative costs. Until such time as the project generates positive tax increment, the City will charge an administrative fee to the developer to partially offset the cost of record keeping, report preparation, and accounting.
7. When the project is intended as a for-sale development (i.e., office, retail or residential Condominiums), the developer must retain ownership of the overall project until final completion; provided, however, that individual condominium units may be sold as they are completed. For all other projects, the developer must retain ownership of the project at least long enough to complete it, to stabilize its occupancy, to establish the project management and to initiate payment of taxes based on the increased project value.
8. Projects receiving assistance will be subject to a “look back” provision. The look back mandates a developer to provide the City or its financial advisor with evidence of its annualized cumulative internal rate of return on the investment (IRRI) at specified periods of time after project completion. The IRRI shall be calculated with equity, revenues, and expenses in accord with generally accepted accounting principles. When the developer owns the subject property and rents space to tenants, supporting documentation shall include certified records of project costs and revenues including lease agreements and sales on a per square foot basis. If the records indicate that the

developer has received a higher return on equity, a higher return on cost, or a higher internal rate of return than originally proposed to the City at the time of development agreement, the developer and the City shall split, on a 50/50 basis, the increase above the originally projected rates of return. When the subject property is a for-sale development and the IRRI cannot be completed, the developer is to provide financial data after the project is completed. This shall include a calculation of profit on total development costs minus the TIF assistance. If the financial records indicate that the developer has received a higher return on equity, a higher return on cost, or a higher internal rate of return than originally contemplated at the time of development agreement approval, the developer and the City shall split, on a 50/50 basis, any increase at or above original projected rates of return.

**9. Exceptions to TIF Guideline.** The City reserves the right to amend, modify, or withdraw these policies or require additional statements or information as deemed necessary. Any party requesting waiver from the guidelines found herein or on any other forms provided for TIF assistance may do so on forms provided by the City with the burden being on the requestor to demonstrate that the exception to these policies is in the best interests of the City.

**10.** Any TIF's not generating sufficient increment the developer will be responsible for paying any debt service payments.

### **General Incentive Guidelines.**

**1. Request.** Any request by a developer for assistance must be made to the Common Council in writing, setting forth the specific assistance requested (e.g. cash incentive, installation of a public improvement, etc.), the scope of the developer's project, construction timeline, and expected valuation upon completion.

**2. Analysis.** Upon receipt of a request for development or redevelopment assistance, the City will designate its Financial Advisor and legal counsel or other competent party provides an economic feasibility analysis to determine whether the level of assistance requested is supportable. The analysis will consider the economic value of the development or redevelopment proposal by determining the present value of the tax increments expected to be generated by the project over the remaining life of the TID. The Developer should provide to the Financial Advisor or other consultant a detailed "sources and uses" estimate for the project detailing revenues and expenditures for the project. A determination will be made regarding the appropriate amount of future increment, if any will be provided to a Developer with the balance retained to pay the general costs of the TID to include projects which provide benefit to the entire TID. Furthermore, the analysis must demonstrate that "but for" the use of TIF, the project is not financially feasible.

**3. Consideration to Grant Assistance.** Based on the economic feasibility analysis, the Common Council will consider granting, modifying or rejecting a developer's request for assistance.

4. **Developers Agreement Required.** No assistance will be provided unless the recipient developer first enters into an agreement with the City setting forth the mutual obligations of the parties.
5. **Cash Incentive Payments.** It is the preference of the City that any agreed on payments of cash incentives will be made on a “pay as you go” basis, meaning that:
  - a. The first payment will not occur until the budget year in which the City first collects tax increments resulting from the incremental value generated by the project (for example, construction in 2019 will be first valued as of January 1, 2020, with first incremental taxes collected in 2021).
  - b. Payment of development incentives will be structured so that payments made do not exceed the incremental taxes generated by the project in any given year.
  - c. If for any reason incremental taxes generated by a project are insufficient to make the agreed upon payment, the City will only pay those amounts available. Furthermore, prior to making any payments in satisfaction of Development Agreement, the TID as a whole must have sufficient funds available to meet all other obligations of the TID.

**Process of TIF Approval:**

TID creation requires following statutory prescribed timelines that include notification to the overlying taxing jurisdictions (i.e. public school district, technical college, county, city), property owners within the district, and published meeting notification in the newspaper. Ultimately the City’s Plan Commission, Common Council, and Joint Review Board all must approve the TID creation request.

1. A pre-application meeting is held between the developer and the City.
2. A Tax Incremental Financing Application is submitted by the developer to the City.
3. The City will review the Application and determine completeness and whether the proposed project is eligible under the City’s guideline and statutory requirements.
4. An analysis of the TIF Plan, financial proformas, and impact on City services will be conducted by city staff and/or outside consultants.
5. Within ninety (90) days of receipt of a completed application, staff will schedule a public hearing before the Plan Commission on the Project Plan and District Boundaries. If approved by the Plan Commission, the Project Plan and recommended boundaries will be sent to the Common Council for review. There is a minimum 14 day wait from the public hearing to Council review.
6. The Common Council may approve or deny the proposal to create the Tax Increment District. The Common Council may also adjust the boundaries (retraction only) of the proposed district from that which was recommended by the Plan Commission. If approved, the plan is forwarded to the Joint Review Board to make the final determination that the development will not proceed “but for” the use of TIF.
7. If approved, a Development Agreement is drafted and negotiated between the City and Developer.

8. Once general agreement has been reached on the terms of the Development Agreement, it will require approval by the Common Council.
9. Execution of the Development Agreement between the City and Developer.

### **Professional Studies**

**Market Studies:** Applications for commercial and residential projects must include a comprehensive market study provided by the developer. The market study must include but not limited to the identification of target markets, analysis of competition, demographics, market rents, letters of intent/interest from prospective tenants, or for housing developments, sale prices or rental rates of comparable properties.

**Appraisal:** All projects that involve the transfer of land must include a recent appraisal. Projects that include land as a form of equity or collateral must also submit a recent appraisal. The appraisal must value the property “as is”, and the impact on value must be considered for such items as demolition, environmental remediation, relocation of utilities, lease buy-outs, and other work necessary to make the site developable. The property must be valued assuming that the highest and best use is the proposed use.

### **Pro Forma Income and Expense Schedule**

Applicants whose projects involve the rental of commercial, retail, industrial, or living units must submit a project pro forma identifying income and expense projections on an annual basis for a minimum five-year to a maximum eleven-year period. If you expect a reversion of the asset after a holding period, please include that in your pro forma as well. Please check with City staff to determine the time period needed for the pro forma. Identify all assumptions (such as absorption, vacancies, debt service, operational costs, etc.) that serve as the basis for the pro formas. **Two sets of pro formas are to be submitted. The first set should show the project without TIF assistance and the second set with TIF assistance.** For owner-occupied industrial and commercial projects, detailed financial information must be presented that supports the need for financial assistance (see below).

### **Analysis of Financial Need**

Each application must include financial analyses that demonstrate the need for TIF assistance. **Two analyses must be submitted: one WITHOUT TIF assistance and one WITH TIF assistance.** The applicant must indicate the minimum return or profit the applicant needs to proceed with the project and rationale for this minimum return or profit. The analyses will necessarily differ according to the type of project that is being developed.

**Rental Property:** For projects involving rental of space by the developer to tenants (tenants include offices, retail stores, industrial companies, and households), an internal rate of return on equity must be computed with and without TIF assistance based on

the pro forma of income and expense prepared for the **Income and Expense Schedule** below. The reversion at the end of the ten-year holding period must be based on the capitalized 11th year net operating income. The reversionary value is then added to the 10th year cash flow before discounting to present value. State all assumptions to the analyses.

**For Sale Residential:** Show profit as a percent of project cost (minus developer fee and overhead and minus sales commissions and closing costs, which should be subtracted from gross sales revenue). Other measure of profitability may be submitted, such as profit as a percent of sales revenue.

**Mixed Use Commercial / For-Sale Residential:** Provide either separate analyses for each component of the project or include in the revenue sources for the for-sale portion, the sale value of the commercial component based on the net operating income of the commercial space at stabilization. Indicate how the sale value was derived.

**Owner-Occupied Commercial:** For projects, such as “big-box” retail projects, provide copies of the analyses that the company needs to meet or exceed the company’s minimum investment threshold(s) for proceeding with the project.

**Competitive Projects:** In instances where the City is competing with other jurisdictions for the project (e.g., corporate headquarters, new manufacturing plant), present detailed analyses that demonstrate the capital and operating cost differential between the proposed location(s) in the City and locations that are seriously being considered by the applicant.

**Application:**

The applicant must submit the following information to the City for a more detailed review of the feasibility of your request for TIF assistance. The application is comprised of five parts:

1. Applicant Information
2. Project/Property Information
3. Project Narrative including “But For” the use of TIF
4. Project Budget/Financial Information
5. Buyer Certification and Acknowledgement.

City Administration and its Financial Advisor review all applications for TIF assistance. Failure to provide all required information in a complete and accurate manner could delay processing of your application and the City reserves the right to reject or halt processing the application for incomplete submittals. For further information please refer to the “City of Burlington Tax Incremental Financing Guidelines” document.



## Tax Increment Financing Application

The applicant must submit the following information to the City with a \$500 non-refundable fee made payable to the City of Burlington for the processing of the initial application. The application fee shall be paid to the City at the time of the application submittal. Fees and applications will be accepted at City Hall.

At the time a final TID application is submitted, the applicant shall also submit a \$5,000 developer's deposit to cover the City's legal and other professional services incurred for drafting and negotiating a development agreement, and conducting any fiscal analysis that may be required to meet the requirements of utilizing the TID. If additional expenses are incurred beyond the \$5,000, the applicant shall be notified in writing and the applicant will be required to deposit additional funds upon notice.

If the project is approved and the applicant proceeds with the project, the applicant shall be reimbursed any unused portion of the deposit as of the date of execution of the development agreement. Further, if the TID District is fully approved, the applicant may receive further reimbursements for any costs that are TID eligible. If the applicant does not proceed with the project, the applicant shall be reimbursed for the unused portion of the deposit as of the date the Common Council is notified in writing that the applicant desires to withdraw its application (Note: All incurred fees to that date will still be applied). Further, if the project is denied for any reason, the applicant shall be reimbursed for the unused portion of the deposit as of the date of the denial (Note: All incurred fees to that date will still be applied).

### **1. Applicant Information and/or Developer(s)/ Owners**

List all owners, officers, directors, investors, members and/or partners. List the Name, % of Ownership (and provide updates to Village when significant ownership changes occur), Title, Company, Address, City, State, Zip, Email Address, Phone, and Fax for these individuals.

Legal Entity:

d/b/a:

Main Office Location:

Type of Business:

Project Description:

**2. Project/Property Information**

**Parcel 1**

Address:  
 Size:  
 Current Use:  
 Current Assessed Value:  
 Current Property Taxes:

**Parcel 2**

Address:  
 Size:  
 Current Use:  
 Current Assessed Value:  
 Current Property Taxes:

**Proposed Improvements (Detailed Site Plans)**

**3. Project Narrative including “But For” the use of TIF**

Summary of how the project relates to the variables found in the City’s adopted TID Guidelines (Including Job Information if Applicable).

- Anticipated value to be added to the TID as a result of the project (resulting fair market values, possible future assessments, increment generations, etc.).
- Identification of security provision for the City for cash incentives or payments towards debt service (letters of credit, personal guarantees, special assessments, etc.)

**4. Project Budget/Financial Information**

**Project Costs**

	<b>Amount (\$)</b>	<b>Source of Funds</b>	<b>Phasing of Project *</b>
Land Acquisition			
Demolition Costs			
Site Improvements			
Purchase Price of Existing Facility			
Construction Cost of New Buildings			
Renovation of Existing Structure			
Machinery & Equipment			
Architectural & Engineering Fees			
Legal & Other Professional Fees			

Contingency			
Working Capital			
Other (Please Specify)			
Total Project Costs			

**\*Phasing of Project by year including commencement and completion**

**Value of Property**

- Lot Size (in acres): \_\_\_\_\_
- Improvement Square Footage: \_\_\_\_\_
- Current Assessed Values:  
Land \$ \_\_\_\_\_ + Improvements \$ \_\_\_\_\_ = \_\_\_\_\_

- Calculated Property Value:  
Land \$ \_\_\_\_\_ + Improvements \$ \_\_\_\_\_ = \_\_\_\_\_

**Projected Property Taxes**

- Current Property Taxes: \$ \_\_\_\_\_
- Calculated Property Taxes: \_\_\_\_\_
- Calculated Tax Increment: \_\_\_\_\_

**Zoning:**

- Current Zoning: \_\_\_\_\_
- Proposed Zoning: \_\_\_\_\_

**Requested City Participation/Financing**

Source	Amount	Terms: Years/Interest	Contact Information
Loans:			
Equity			
Requested City Funding			
Loan:			
Grant:			
Other:			
<b>Total Financing</b>			

**City of Burlington Return on Investment (ROI):** \_\_\_\_\_

**Jobs Created**

- Up to \$15,000: \_\_\_\_\_
  - \$15,001-\$30,000: \_\_\_\_\_
  - \$30,001-\$45,000: \_\_\_\_\_
  - \$45,001-\$60,000: \_\_\_\_\_
  - \$60,001 and above: \_\_\_\_\_
  - Description of Employee benefits: \_\_\_\_\_
- 
- 
- 

**5. Buyer Certification and Acknowledgement.**

City Administration and its Financial Advisor review all applications for TIF assistance. Failure to provide all required information in a complete and accurate manner could delay processing of your application and the City reserves the right to reject or halt processing the application for incomplete submittals. For further information please refer to the "City of Burlington Tax Incremental Financing Guidelines" document. These guidelines and timelines are provided as guidance and does not commit the City legally or otherwise. The process is subject to change by the Common Council.



**DATE:** August 6, 2019

**SUBJECT: MOTION 19-935** - To consider approving a Certificate of Appropriateness for property located at 488 Milwaukee Avenue.

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

**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.

Bevin Dawson, owner, is requesting approval of a Certificate of Appropriateness and Sign Permit located at 488 Milwaukee Avenue. The proposed project consists of:

- Replacing the front windows, replace doors, replace side windows, remove existing front façade material to expose the material underneath, restore the stucco of both adjoining structures (1-story and 3-story), add new EIFS material on the upper edge of the corner structure at Milwaukee Avenue and E. Chestnut Street. The applicant proposes to retain and preserve the historic character of the property. The applicant proposes to remove a non-historical façade that was added to the 1-story structure to restore what remains of the original materials of the 3-story Hotel Badger structure.
- Install sign band signage and a projecting sign. The proposed sign letters measure 12 inches in height and cover approximately 4% of the sign board. The applicant proposes one sign on the sign board of the 1-story structure, and a projecting sign hanging 14 feet above the ground and five feet from the surface of the supporting building on the corner of E. Chestnut Street and Milwaukee Avenue.

**BUDGET/FISCAL IMPACT:**

The owner was awarded a Façade Grant for this project in the amount of \$15,000, which was \$5,000 for each of the three sides at the July 25, 2019 Historical Preservation Committee (HPC) meeting. All other costs associated with this project will be paid by the property owner.

**RECOMMENDATION:**

The Historic Preservation Commission (HPC) unanimously recommended approval of the Certificate of Appropriateness Application at their July 25, 2019 meeting, contingent on retaining/replicating the window sills if damaged, and site visits by members of the HPC as facade is being torn off.

**TIMING/IMPLEMENTATION:**

This item is for discussion at the August 6, 2019 Committee of the Whole meeting and per common practice is scheduled for final consideration at the Common Council meeting the same evening.

**Attachments**

COA 488 Milw.

1950



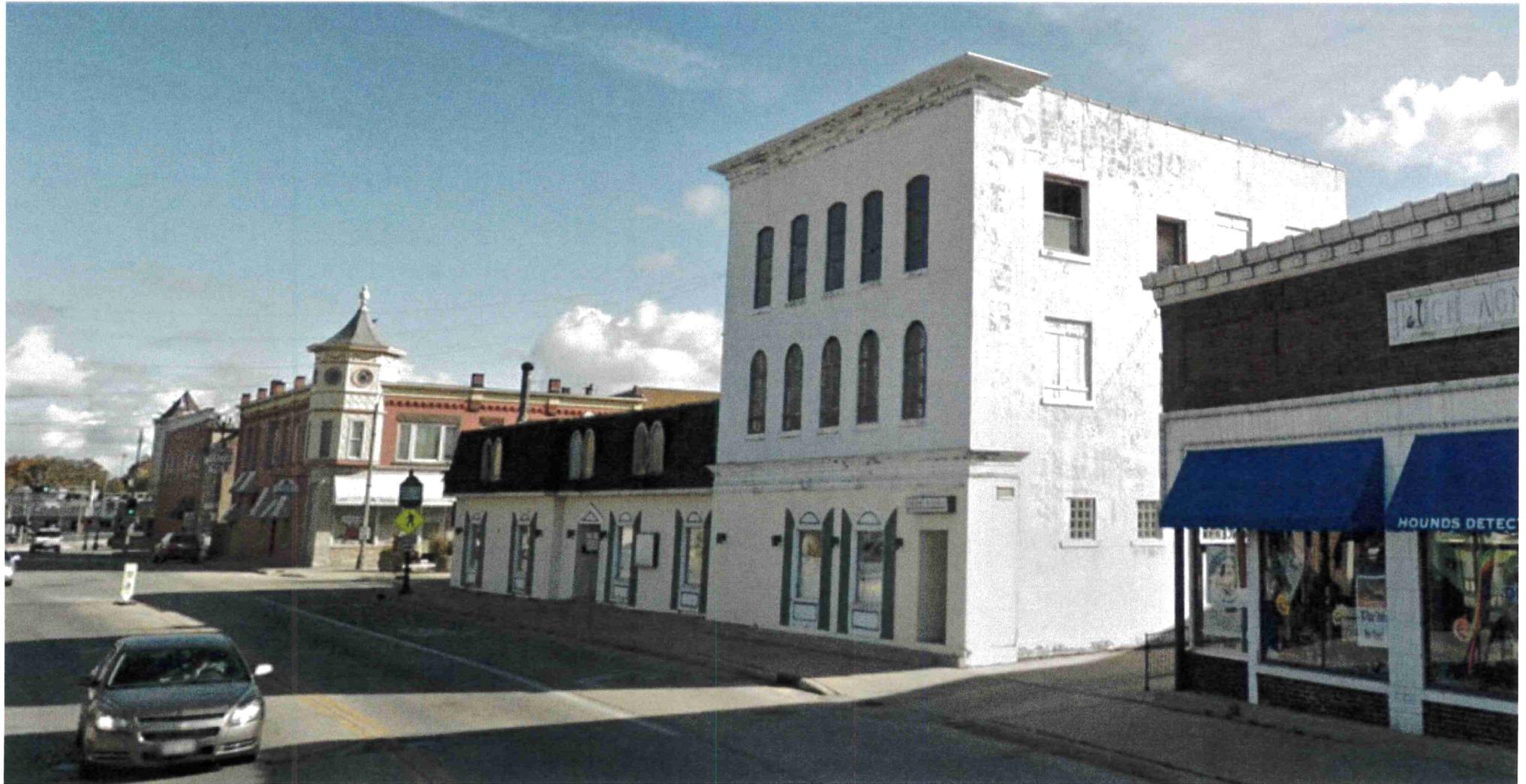
**499 Milwaukee Ave**  
Burlington, Wisconsin

Google, Inc.

Street View - Aug 2015

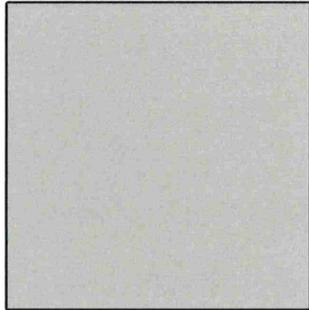








# Exterior Paint Colors



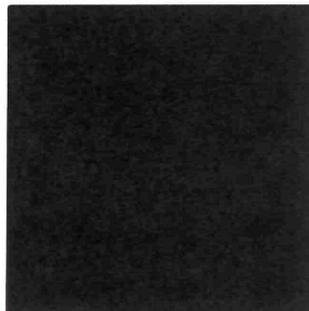
## Main Body

Color: Benjamin Moore Apparition  
Finish: Existing stucco and EIFS Sandpebble



## Sign Board

Color: Benjamin Moore Decorator's White  
Finish: EIFS Finesse



## Cornice / SIGN

Color: Benjamin Moore Onyx  
Finish: EIFS Finesse



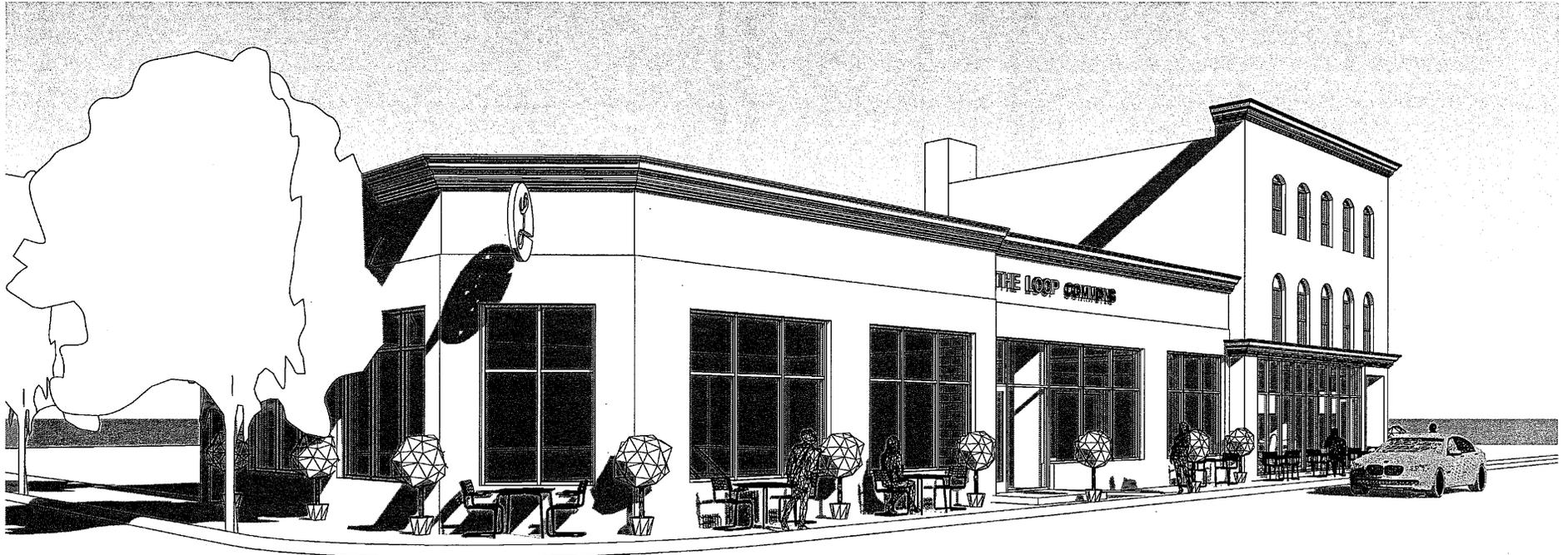
06-11-2019

# THE LOOP

BURLINGTON, WI  
 PROJ. NO. 2018-96

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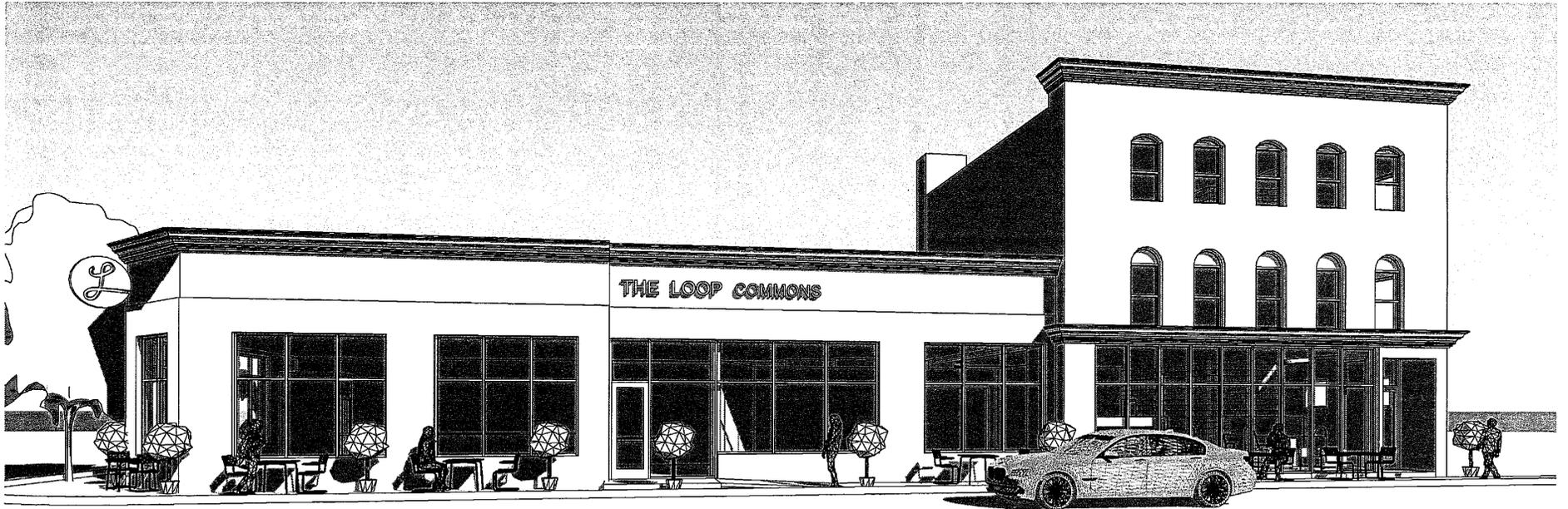
06-11-2019

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06-11-2019

# THE LOOP

BURLINGTON, WI  
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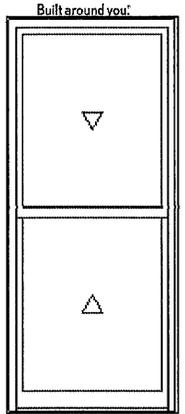
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**LINE ITEM QUOTES**

The following is a schedule of the windows and doors for this project. For additional unit details, please see Line Item Quotes. Additional charges, tax or Terms and Conditions may apply. Detail pricing is per unit.

Line #1	Mark Unit:	Net Price:		964.96
Qty: 5		Ext. Net Price:	USD	4,824.80

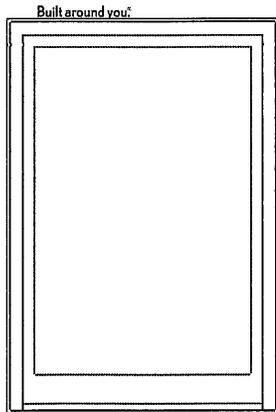


As Viewed From The Exterior

Entered As: IO  
 IO 34 3/4" X 77"  
**Egress Information**  
 Width: 30 11/16" Height: 33 37/64"  
 Net Clear Opening: 7.16 SqFt

Ebony Clad Exterior  
 Bare Pine Interior  
 Clad Ultimate Insert Double Hung - Next Generation 2.0.....964.96  
 Inside Opening 34 3/4" X 77"  
 8° Degree Frame Bevel  
 Top Sash  
 Ebony Clad Sash Exterior  
 Bare Pine Sash Interior  
 IG - 1 Lite  
 Low E2 w/Argon  
 Stainless Perimeter Bar  
 Ogee Interior Glazing Profile  
 Bottom Sash  
 Ebony Clad Sash Exterior  
 Bare Pine Sash Interior  
 IG - 1 Lite  
 Low E2 w/Argon  
 Stainless Perimeter Bar  
 Ogee Interior Glazing Profile  
 Beige Interior Weather Strip Package  
 Black Exterior Weather Strip Package  
 White Sash Lock  
 White Top Sash Strike Plate Assembly Color  
 Aluminum Screen  
 Ebony Surround  
 Charcoal Fiberglass Mesh  
 \*\*\*Screen/Combo Ship Loose  
 3 1/4" Jamb  
 \*\*\*Note: Unit Availability and Price is Subject to Change

Line #2	Mark Unit:	Net Price:		808.08
Qty: 2		Ext. Net Price:	USD	1,616.16



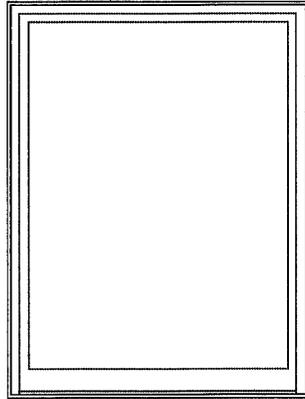
As Viewed From The Exterior

Entered As: IO  
 IO 32" X 44 1/2"  
**Egress Information**  
 No Egress Information available.

Ebony Clad Exterior  
 Bare Pine Interior  
 Clad Ultimate Insert Double Hung Picture - Next Generation 2.0.....808.08  
 Inside Opening 32" X 44 1/2"  
 8° Degree Frame Bevel  
 Ebony Clad Sash Exterior  
 Bare Pine Sash Interior  
 IG - 1 Lite  
 Low E2 w/Argon  
 Stainless Perimeter Bar  
 Ogee Interior Glazing Profile  
 Beige Interior Weather Strip Package  
 Black Exterior Weather Strip Package  
 3 1/4" Jamb  
 \*\*\*Note: Unit Availability and Price is Subject to Change

Line #3	Mark Unit:	Net Price:		1,043.40
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Qty: 12		Ext. Net Price:	USD	12,520.80
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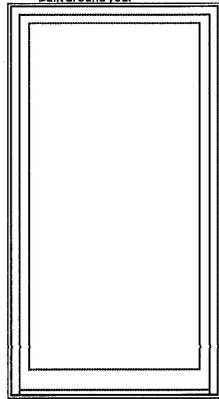


As Viewed From The Exterior

Entered As: IO  
 IO 48" X 61"  
**Egress Information**  
 No Egress Information available.

Ebony Clad Exterior  
 Bare Pine Interior  
 Clad Ultimate Insert Double Hung Picture - Next Generation 2.0 ..... 1,043.40  
 Inside Opening 48" X 61"  
 8° Degree Frame Bevel  
 Ebony Clad Sash Exterior  
 Bare Pine Sash Interior  
 IG - 1 Lite  
 Low E2 w/Argon  
 Stainless Perimeter Bar  
 Ogee Interior Glazing Profile  
 Beige Interior Weather Strip Package  
 Black Exterior Weather Strip Package  
 3 1/4" Jamb  
 \*\*\*Note: Unit Availability and Price is Subject to Change

Line #4	Mark Unit:	Net Price:		919.08
Qty: 5		Ext. Net Price:	USD	4,595.40



As Viewed From The Exterior

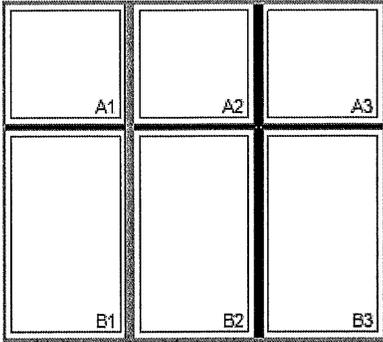
Entered As: IO  
 IO 33 3/4" X 60"  
**Egress Information**  
 No Egress Information available.

Ebony Clad Exterior  
 Bare Pine Interior  
 Clad Ultimate Insert Double Hung Picture - Next Generation 2.0 ..... 919.08  
 Inside Opening 33 3/4" X 60"  
 8° Degree Frame Bevel  
 Ebony Clad Sash Exterior  
 Bare Pine Sash Interior  
 IG - 1 Lite  
 Low E2 w/Argon  
 Stainless Perimeter Bar  
 Ogee Interior Glazing Profile  
 Beige Interior Weather Strip Package  
 Black Exterior Weather Strip Package  
 3 1/4" Jamb  
 \*\*\*Note: Unit Availability and Price is Subject to Change

Line #5	Mark Unit:	Net Price:		5,798.10
Qty: 6		Ext. Net Price:	USD	34,788.60



Ebony Clad Exterior  
 Bare Pine Interior  
 3W2H - Rectangle Assembly  
 Assembly Rough Opening  
 133 1/8" X 114 1/2"  
**Assembly exceeds size limitation. To confirm availability, alternative solutions, or pricing, submit an assistance request or speak with a Marvin representative.**  
 Prep for Field Mull Assembly ..... 291.20  
 Mull Kit(s) Included  
 Sub Assembly 1 - 1W2H  
 Basic Frame 43 3/8" x 114"



As Viewed From The Exterior

Entered As: Size by Units  
 RO 133 1/8" X 114 1/2"  
 Egress Information A1, A2, A3, B1, B2, B3  
 No Egress Information available.

Unit Locations: A1,B1  
 Sub Assembly 2 - 2W2H  
 Basic Frame 87 3/4" x 114"  
 Unit Locations: A2,A3,B2,B3

Unit: A1 .....	541.10	
Clad Ultimate Casement Picture		
Basic Frame 43 3/8" X 42"		
Rough Opening 44 3/8" X 42 1/2"		
Ebony Clad Sash Exterior		
Bare Pine Sash Interior		
IG - 3/4" - 1 Lite		
Low E2 w/Argon		
Stainless Perimeter Bar		
Ogee Interior Glazing Profile		
Standard Bottom Rail		
Black Weather Strip		
Solid Wood Covers		
Unit: A2 .....	541.10	
Clad Ultimate Casement Picture		
Basic Frame 43 3/8" X 42"		
Rough Opening 44 3/8" X 42 1/2"		
Ebony Clad Sash Exterior		
Bare Pine Sash Interior		
IG - 3/4" - 1 Lite		
Low E2 w/Argon		
Stainless Perimeter Bar		
Ogee Interior Glazing Profile		
Standard Bottom Rail		
Black Weather Strip		
Solid Wood Covers		
Unit: A3 .....	541.10	
Clad Ultimate Casement Picture		
Basic Frame 43 3/8" X 42"		
Rough Opening 44 3/8" X 42 1/2"		
Ebony Clad Sash Exterior		
Bare Pine Sash Interior		
IG - 3/4" - 1 Lite		
Low E2 w/Argon		
Stainless Perimeter Bar		
Ogee Interior Glazing Profile		
Standard Bottom Rail		
Black Weather Strip		
Solid Wood Covers		
Unit: B1 .....	871.50	
Clad Ultimate Casement Picture		
Basic Frame 43 3/8" X 72"		
Rough Opening 44 3/8" X 72 1/2"		
Ebony Clad Sash Exterior		
Bare Pine Sash Interior		
IG - 3/4" - 1 Lite .....		273.00
Tempered Low E2 w/Argon		
Stainless Perimeter Bar		
Ogee Interior Glazing Profile		
Standard Bottom Rail		
Black Weather Strip		
Solid Wood Covers		
Unit: B2 .....	871.50	
Clad Ultimate Casement Picture		
Basic Frame 43 3/8" X 72"		
Rough Opening 44 3/8" X 72 1/2"		
Ebony Clad Sash Exterior		
Bare Pine Sash Interior		
IG - 3/4" - 1 Lite .....		273.00
Tempered Low E2 w/Argon		
Stainless Perimeter Bar		
Ogee Interior Glazing Profile		
Standard Bottom Rail		
Black Weather Strip		

Solid Wood Covers	
Unit: B3	871.50
Clad Ultimate Casement Picture	
Basic Frame 43 3/8" X 72"	
Rough Opening 44 3/8" X 72 1/2"	
Ebony Clad Sash Exterior	
Bare Pine Sash Interior	
IG - 3/4" - 1 Lite	273.00
Tempered Low E2 w/Argon	
Stainless Perimeter Bar	
Ogee Interior Glazing Profile	
Standard Bottom Rail	
Black Weather Strip	
Solid Wood Covers	
Vertical Structural Mull 1"	327.60
Mull 1 - Prep for Vertical Structural Mull 1" - 114" Long	
Standard Mull Charge	122.50
4 9/16" Jambs	
Nailing Fin	
***Note: Non-Certified mull: check with local code officials for project specific requirements.	
***Note: Unit Availability and Price is Subject to Change	

Project Subtotal Net Price: USD	58,345.76
5.100% Sales Tax: USD	2,975.63
Project Total Net Price: USD	61,321.39



**DATE:** August 6, 2019

**SUBJECT:** **MOTION 19-936** - To consider approving a Certificate of Appropriateness for property located at 473 Milwaukee Avenue.

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

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**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.

Jonathan Thorngate, applicant, is requesting approval of a Certificate of Appropriateness located at 473 Milwaukee Avenue. The proposed project consists of:

- Improving the façade and outdoor space by extending the parapet wall and paneling, recessed panel finish, provide an ADA ramp and patio area, new exterior finishes, and new signage.
  
- The signage is for LifeBridge Church, which operates next door and proposes to use 473 Milwaukee Avenue for an office and meeting space. LifeBridge Church is currently negotiating a long-term lease with the owner, William Smith. The proposed sign letters measure 12 inches in height and cover approximately 17% of the sign board.
  
- In order to accomplish the parapet wall, the applicant would use a recessed panel finish, similar to what the Coffee House Bakery and Rugans used. The panel color is Puritan Gray (HC-164), which is an approved color.
  
- To make the building ADA accessible, which includes both an ADA bathroom on the interior and an ADA ramp on the exterior. Along with the ramp, the applicant wants to install new concrete on the existing green space and across the alley. By also adding a slat privacy fence on the alley, this will create a small outdoor patio area that will be a significant aesthetic improvement.
  
- The design finishes out the exterior with new roofing, windows, front door, black gooseneck lighting, and letter signage, and fascia, all designed to match and/or be cohesive with LifeBridge's primary building.

**BUDGET/FISCAL IMPACT:**

N/A

**RECOMMENDATION:**

The Historic Preservation Commission (HPC) unanimously recommended approval of the Certificate of Appropriateness Application at their July 25, 2019 meeting for the design, contingent the applicant comes back with a rendering of a different style railing.

**TIMING/IMPLEMENTATION:**

This item is for discussion at the August 6, 2019 Committee of the Whole meeting and per common practice is scheduled for final consideration at the Common Council meeting the same evening.

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**Attachments**

COA-473 Milw

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# LifeBridge Church

## 473 MILWAUKEE- FACADE, SIGNAGE+EXTERIOR PROPOSAL

### **OVERVIEW**

LifeBridge is negotiating a long-term lease with the owner of 473 Milwaukee. The intent is to use the building for office and meeting space.

### **DESIGN NARRATIVE**

#### **Parapet Wall Extension and Paneling**

Our main goal for the facade is to extend the parapet wall on top of the existing building. The taller facade will look better, allow for a signboard above the existing roof, and limit street visibility to apartment behind the building.

#### **Recessed Panel Finish**

In order to accomplish the parapet wall, we used a recessed panel finish, similar to what the Coffee House Bakery and Rugans used. The panel color is Puritan Gray (HC-164) from the HPC-approved Benjamin Moore Historical Collection.

#### **ADA Ramp+Patio Area**

Part of our renovation plan is to make the building ADA accessible, which includes both an ADA bathroom on the interior and an ADA ramp on the exterior. Along with the ramp, we want to install new concrete on the existing green space and across the alley. By also adding a privacy fence on the alley, this will create a small outdoor patio area that will be a significant aesthetic improvement.

#### **New Exterior Finishes**

Our design finishes out the exterior with new roofing, windows, front door, gooseneck lighting, and letter signage, and fascia, all designed to match and/or be cohesive with LifeBridge's primary building.

## **MATERIALS**

### **Siding**

Smooth Panel Siding+Trim, Creating Recessed Panel Look (similar to Coffee House+Rugans)

Siding Color - Benjamin Moore- Puritan Gray (from HPC approved collection)

### **Railings + Gate**

Black Metal

ADA Ramp

Slat Privacy Alley Fence

### **Window+Door**

Trulite Glass

Black Aluminum

### **Light Fixtures**

Black Gooseneck

### **Roofing**

Black Corrugated Metal Roofing to Replace Brown Shingles

Black Metal Fascia Trimming out the Roof Line

### **Signage Lettering**

White, High Density Foam

## **DIMENSIONS**

### **Building Width**

Total- 34'2"

Left Section- 18'7"

Center Section- 13'5"

Right Section- 2'2"

### **Building Height**

Proposed Total- 15'10"

Existing= 13'4"

Parapet Extension= 30"

### **New Proposed Signboard**

Height- 2'6"

Width- 13'5"

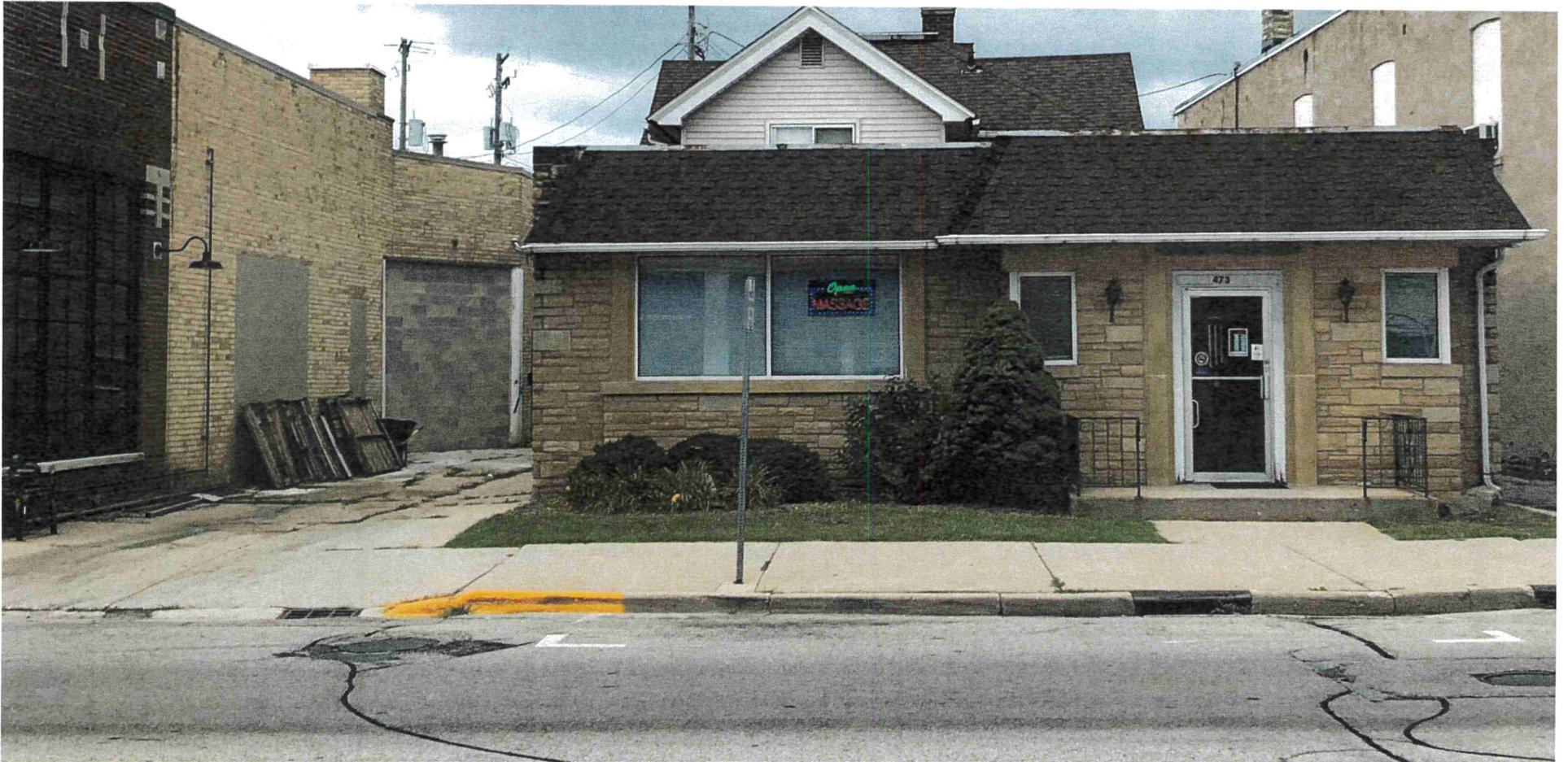
Area- 33'6"

### **Sign Lettering**

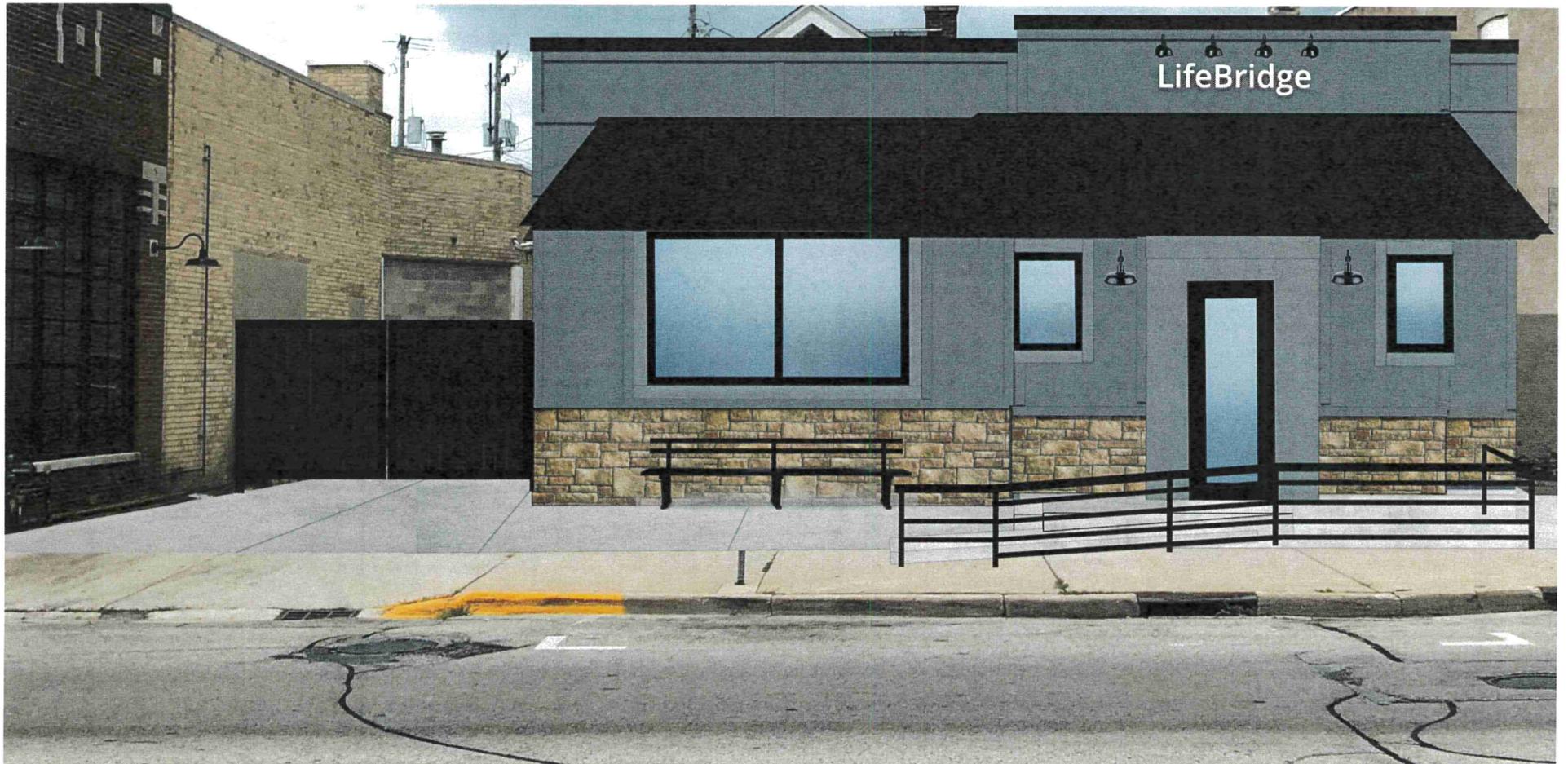
Height- 12"

Width+Area- 6"

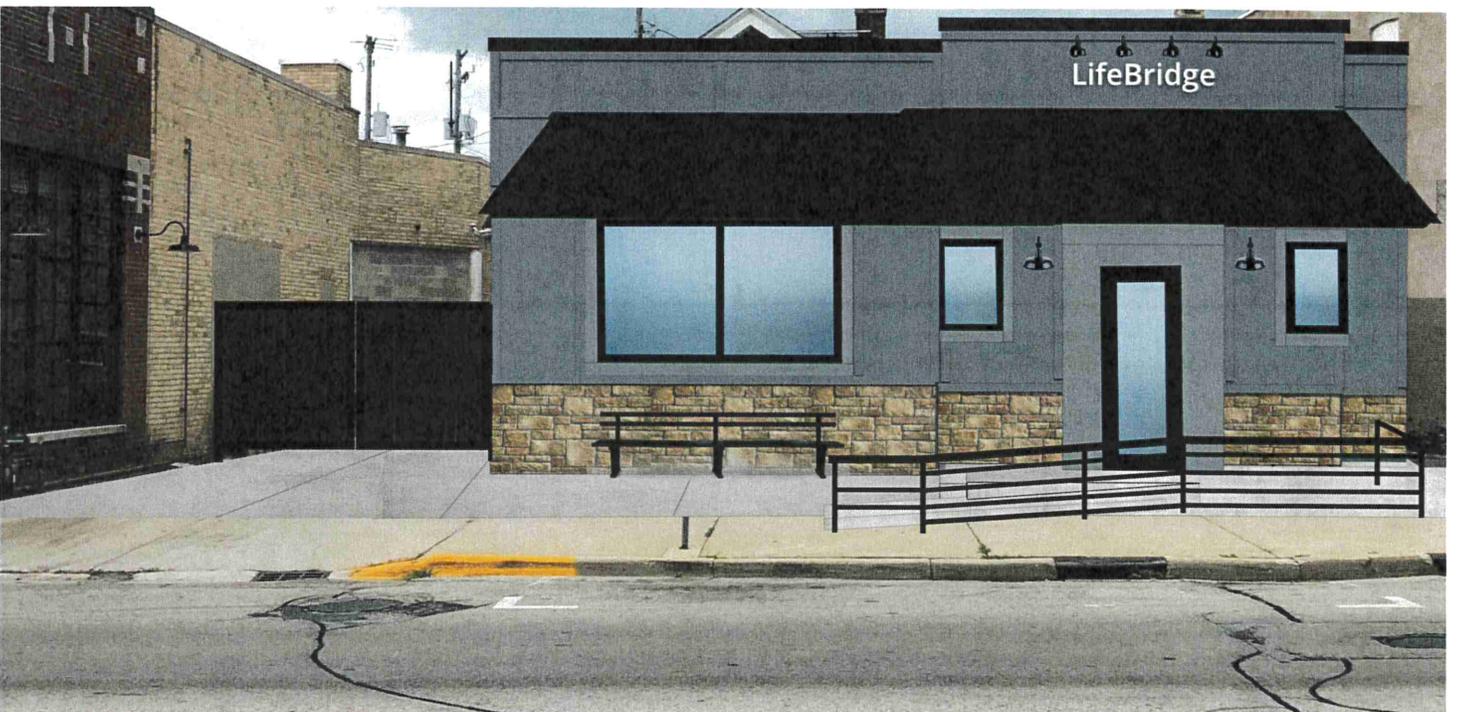
# EXISTING BUILDING



# 2D Sketch w/Alley



# COMPARISON



# 3D RENDERING



# Sketch with Existing Stone Exposed



This sketch illustrates how strange and out of balance the parapet extension would look without carrying the recessed paneling finish down over the existing stone.

# RECESSED PANELING EXAMPLES

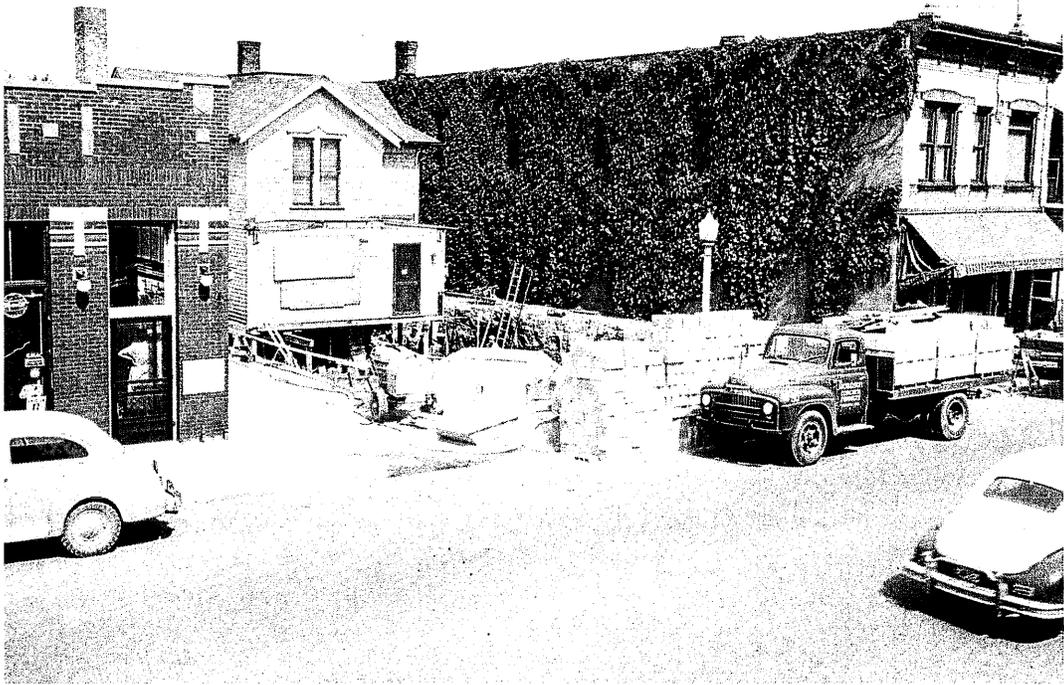
COFFEE HOUSE



RUGANS



# HISTORICAL PHOTOS





**COMMITTEE OF THE WHOLE**

**ITEM NUMBER 8D**

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**DATE:** August 6, 2019

**SUBJECT:** MOTION 19-937 - To approve the 2020-2023 Union agreement between the City of Burlington and International Association of Firefighters, AFL-CIO, CIC on Behalf of Racine Firefighters, Local 321.

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

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**BACKGROUND/HISTORY:**

The Fire Department became an official union in April of 2015. The first agreement between the City of Burlington and the International Association of Firefighters, AFL-CIO, CIC Racine Firefighters, Local 321 expires on December 31, 2019. City Staff and the Association have been exchanging proposals for a three-year contract in since May of 2019. The City and Union have reached a ratified agreement. Staff will outline the changes from the existing contract.

**BUDGET/FISCAL IMPACT:**

The agreement between the City of Burlington and the International Association of Firefighters, AFL-CIO, CIC Racine Firefighters, Local 321 is for three years effective January 1, 2020 – December 31, 2023.

**RECOMMENDATION:**

Staff recommends approval of this agreement.

**TIMING/IMPLEMENTATION:**

This item is for discussion at the August 6, 2019 Committee of the Whole meeting and is scheduled for the August 20, 2019 Common Council meeting for final consideration.

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**Attachments**

Labor Agreement

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***AGREEMENT***

**BETWEEN**

***CITY OF BURLINGTON***

**AND**

**INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS,  
AFL-CIO, CIC  
ON BEHALF OF  
RACINE FIREFIGHTERS, LOCAL 321**

**Effective Date: January 1, 2020**

**Expiration Date: December 31, 2023**

## **Article I - Recognition**

**Section 1.01:** This written agreement shall be entered into by and between the City of Burlington hereinafter referred to as the “Employer” and the International Association of Fire Fighters, AFL-CIO, CIC, hereinafter referred to as the “Association,” for and on behalf of its affiliate Racine Firefighters Local 321. The Employer recognizes the Association as the sole and exclusive bargaining agent for all regular full-time fire fighters/EMTs employed by the City of Burlington, excluding supervisors, volunteers, paid on-call employees, confidential, and managerial employees, as their representative.

**Section 1.02.** A reference to “Employee” in this Agreement shall mean a member of the Association.

## **Article II - Duration**

**Section 2.01:** This Agreement shall be in effect as of January 1, 2020, and remain in full force and effect through December 31, 2023. Either party wishing to commence negotiations for a successor Agreement in the last year of the Agreement shall notify the other party in writing not later than June 1. Thereafter, the parties shall establish a date to mutually exchange proposals.

## **Article III – NO STRIKE**

**Section 3.01:** The Association agrees not to engage in or condone any illegal job action.

- A. **Strike Prohibited:** The “Strike” as used herein shall be interpreted broadly to include the failure with other to report for duty, any concerted absence, any concerted stoppage of work, any concerted slow-down, sit-down, sick-out, refusal to work, work interruption, work stoppage, call-in, or failure in whole or in part to carry out the full, faithful and proper performance of the duties of employment, and without the lawful approval of the superior. The term” Strike,” as used herein, also means in any manner interfering with the operation of the City for the purpose of inducing, influencing, or coercing, the recognition of any employee organization or a change in the conditions or compensations or the rights, privileges, or obligations of employment or in sympathy with others for any purpose. All orders will be obeyed.
- B. Neither the Association or any of its officers, agents or these employees will instigate, promote, encourage, sponsor, engage in or condone any strike,

concerted work stoppage, sympathy strike, any other intentional interruption of work slowdown, or picketing, except for informational picketing, during the term of this Agreement and until a successor Agreement is ratified by both parties.

**Section 3.02:** Upon notification by the Employer to the Association that certain of its members are engaged in a violation of this provision the Association shall immediately in writing order such members to return to work, provide the Employer with a copy of such an order and the responsible official from the Association shall publicly order them to return to work. In the event that a strike or other violation not authorized by the Association occurs, the Association agrees to take all reasonably effective and affirmative action to secure the member's return to work as promptly as possible. The City hereby notifies the employees and Association of its belief that participation in a strike constitutes grounds for the employee's removal from employment.

#### **Article IV – AMENDMENTS AND SAVINGS CLAUSE**

**Section 4.01** This Agreement may not be amended except by the mutual consent of the parties in writing.

**Section 4.02** If any section of this Agreement or any addenda thereto as it relates to matters under the exclusive control of the City should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any section should be restrained by such tribunal, the remainder of this Agreement and addenda shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such section.

#### **Article V – CONDITIONS OF AGREEMENT**

**Section 5.01** The terms and provisions herein contained constitutes the only and entire Agreement between the parties and supersedes all previous communications, representations, or agreements, either verbal or written, between the parties hereto.

**Section 5.02** Any mutual agreements or understandings which are reached during the term of this Agreement shall be reduced to writing. Mutual waivers of any breach, term or condition of this Agreement by the parties shall not constitute a precedent in the future enforcement of all its terms and conditions.

**Section 5.03** Nothing contained in this Article shall preclude the parties entering into negotiations regarding contract provisions to become effective after the expiration date of this Agreement.

#### **Article VI – EMPLOYEE CLASSIFICATIONS**

**Section 6.01– Regular Full-time Employee:** A regular full-time firefighter is an employee who is designated by the City as a regular full-time employee and who is appointed by the Chief and approved by the Police & Fire Commission. Only regular full-time firefighters/EMTs are covered under and subject to the terms of this Agreement.

#### **Article VII – Fair Share / Dues Deduction**

**Section 7.01 - Membership:** Membership in the Association is not compulsory. An employee may join the Association and maintain membership therein consistent with its constitution and by-laws. No employee will be denied membership because of race, color, creed, sexual orientation or other legally protected status.

**Section 7.02:** The Association will represent all of the employees in the bargaining unit, members and non-members, fairly and equally, and therefore, if permitted by law, all employees shall pay their proportionate share of the costs of the collective bargaining process and contract administration as certified by the Association. The Association agrees that it will only certify such fair share amounts as authorized by law.

**Section 7.03:** The parties agree that on each paycheck of every month the City may deduct from the earnings of the Employees, the amount of money certified by the Association as being the fair share uniformly required of all employees, or, in the alternative, the Association may seek payment directly from the Employees. Changes in the amount of fair share to be deducted shall be certified by the Association thirty (30) days before the effective date of the change. New employees shall be required to pay fair share in the month following thirty (30) calendar days of employment.

**Section 7.04:** The City shall be held harmless for any actions filed against the City for complying with this Article and shall not be liable to the Association, employees, or any party by reason of the requirements of this Article for the remittance or payment of any sum other than that constituting actual fair share deductions from employees' wages earned. The Association shall indemnify the City for any costs, expenses, legal fees, damages, and any other amounts

incurred by the City, and such amounts shall be paid or reimbursed to the City promptly upon request by the City.

**Section 7.05:** The Association shall provide employees who are not members of the Association with a fair process to allow those employees to enforce their individual rights under this Article and the fair share process to the extent required by state or federal law. The costs of this process shall be borne by the Association and Employee and the Association shall reimburse or pay for any costs incurred by the City.

**Section 7.06:** The Employer may deduct monthly dues from the paychecks of employees who individually sign voluntary check-off authorization forms supplied by the Association and as acceptable to the City. The authorization shall automatically renew itself for successive years unless the employee gives thirty (30) days written notice to the City and the Association of the employee’s desire to change the amount or revoke the dues deduction at the end of such thirty (30) day period or at the end of such year. The employer may deduct the appropriate amount from each pay period of each employee requesting such deduction following receipt of the above enumerated authorization.

**Article VIII- Wages**

The wages for all employees covered by this Agreement as identified below:

Rate increase summary for each year:

- 2020 – 2.25%
- 2021 – 2.25%
- 2022 – 2.25%
- 2023 – 2.75%

5 year pay schedule:

	<b>Year</b>	2.25%	2.25%	2.25%	2.25%	2.25%
<b>Steps</b>		Step 1	Step 2	Step 3	Step 4	Step 5
Firefighter Engineer and EMS	<b>2020</b>	\$49,887.30	\$54,128.89	\$58,370.48	\$62,612.06	\$66,853.75
	<b>2021</b>	\$51,009.77	\$55,346.79	\$59,683.81	\$64,020.83	\$68,357.96
	<b>2022</b>	\$52,157.49	\$56,592.09	\$61,026.70	\$65,461.30	\$69,896.01
*2.75%	<b>2023</b>	\$53,591.82	\$58,148.38	\$62,704.93	\$67,261.49	\$71,818.15

The following schedule will apply only to Dan Fallon:

<b>Year</b>	2.25%	
<b>2020</b>	\$68,260.39	
<b>2021</b>	\$69,796.25	
<b>2022</b>	\$71,366.67	
<b>2023</b>	\$73,329.25	*2.75%

**Article IX- Hours of Work**

**Section 9.01 - Hours:** The scheduled work hours for all members of the Association shall be set by the Chief. The City may transfer Employees to different work shifts. An employee may be required to attend training outside the employee’s scheduled shift. Full-time employees working a 56 hour schedule shall be regularly scheduled, with the exception of a designated Fire Inspector, for twenty four (24) hours on duty and forty eight (48) hours off duty, for an average of fifty six (56) hours per week, with shifts starting normally at 7:30 a.m. and subject to modification by or with authorization of the Chief.

For employees working a 40-hour schedule, the employee will be scheduled by the Chief and the Chief may flex the employee’s hours to maintain a forty hour schedule. The employee will be paid for hours worked above 40 each week at the rate of pay of the employee’s salary divided by 2912 hours and overtime pay will be paid based on a blended rate as determined by the work period in Article X. The employee must use the equivalent of 1.4 hours for each hour of vacation leave and other paid leave used or paid out, except compensatory time, sick leave and funeral leave which is used hour for hour.

**Article X– Overtime Compensation Pay**

**Section 10.01:** In 2016, if the total of all hours worked by an Employee in carrying out the duties assigned to that Employee exceeds one hundred fifty nine hours per 21-day work period, then such hours worked in excess of 159 hours shall be considered overtime and shall be paid at one and one-half (1-1/2) times the regular hourly rate of pay as defined in Article VIII; providing, however, that any contractual overtime worked or earned after 159 hours worked shall still only be paid at time and one half the regular rate. For the first work period beginning in 2017 and thereafter, if the total of all hours worked by an Employee in carrying out the duties assigned to that Employee exceeds two hundred twelve hours per 28-day work period, then such

hours worked in excess of 212 hours shall be considered overtime and shall be paid at one and one-half (1-1/2) times the regular hourly rate of pay as defined in Article VIII; providing, however, that any contractual overtime worked or earned after 212 hours worked shall still only be paid at time and one half the regular rate. Any overtime worked must be approved by the Chief. Effective the first pay period in January 2017, when called in and reporting for duty while during off-duty time, the employee shall receive one hour of pay at time and one-half and pay for hours worked after one hour at time and one half. Flexed time, additional scheduled work time by a forty hour employee for a given week, and training time is considered on duty time and is not subject to this call-in provision.

**Section 10.02:** Compensatory time off credit may be taken in lieu of pay for overtime hours worked. The choice of compensatory time credit or pay must be made by an employee during the pay period that overtime is worked. Compensatory time off which is accrued in a calendar year, but not used, shall be carried over to the following calendar year. Any request for use of compensatory time off must be made fifteen days prior to the date it is to be taken unless otherwise authorized by the Chief. Requests must be in writing, and authorization to use compensatory time may only be granted in writing and in the discretion of the City. Such consent and approval shall not be unreasonably withheld. The maximum accumulated compensatory time which may be accrued or used in any calendar year shall be 120 hours and is payable by the City at any time. Employees with vacation time coming shall be given priority over employees requesting compensatory time off. For compensatory time off requests made 30 days or less in advance, incurring overtime, holidays, hunting seasons, City festivals, inability to schedule a qualified paid on premises employee, and other unforeseen legitimate circumstances, shall serve as grounds to deny the request to use compensatory time. For compensatory time off requests made 31 days or more in advance, inability to schedule a qualified paid on premises employee or other unforeseen legitimate circumstances shall serve as grounds to deny the request to use compensatory time, and such requests will not be denied within 48 hours of the use of such compensatory time absent unforeseen legitimate circumstances.

### **Article XI- Pay Days**

**Section 11.01:** Employees shall be paid biweekly according to the normal payroll practices of the City.

**Article XII- Insurance**

**Section 12.01:** If the Employer offers a health, vision, or dental insurance plan, then regular full-time employees participating in the plan must pay the insurance premium portion designated by prevailing City practices. For eligible full-time employees, the City shall contribute 90% of the premium for dental and health insurance and up to \$5.00 per month toward vision coverage.

**Section 12.02** – The Employer agrees to pay the full premium for Wisconsin Public Employer’s Group Life Insurance Programs for eligible employees in the amount equal to one thousand dollars (\$1,000.00) of insurance for each one thousand dollars (\$1,000.00) of base salary rounded to the next highest one thousand dollars (\$1,000.00). Employees may also have made available to them the option of purchasing additional life insurance as well as spouse and dependent coverage at the employee’s expense.

**Section 12.03** Section 125 Plan: The Employer shall provide a Section 125 Plan in accordance with the Federal I.R.S. code, for employee insurance payments by payroll deduction, for those employees wishing to utilize such plan in paying their portion of the insurance premiums, as well as deducting additional dollars for qualified expenses by payroll deduction.

**Article XIII- Vacations**

**Section 13.01:** Employees may be entitled to accrue vacation time as follows. Such vacations shall be taken whenever time is allotted for the same by the Chief.

56 Hours	Earned after 1 year of full-time service
112 hours	After 2 years of full-time service
168 hours	After 5 years of full-time service
224 hours	After 10 years of full-time service
224 hours plus 11.2 hours per year for each year of service from 21 to 25 years	After 21 years of full-time service to 25 years of service
280 hours	26 years of full-time service

Because vacation time is to promote rest and relaxation, employees must use vacation during the calendar year. Unused vacation has no cash value and will not be paid out. While employees shall make every effort to use their vacation, in the event an employee is unable to use their vacation during the calendar year, they shall be allowed to carry over a maximum of 40 hours for

forty (40) hour employees and 56 hours for fifty-six (56) hour employees which must be used during the first quarter of the following year.

#### **Article XIV- Casual Time**

**Section 14.01:** An Employee working the full year may be entitled to one eight-hour block of casual time to be taken by at the sole discretion of the City. In the event an Employee does not take casual time, it shall be paid at the rate of eight straight time hours to said Employee.

#### **Article XV - Uniform Allowance**

**Section 15.01:** The Employer may provide an employee an annual uniform allowance to be used for new and replacement items as determined by the City in an amount not to exceed seven hundred fifty dollars (\$750.00) per year. The uniform allowance is paid and earned in two parts: first, after the Employee is employed and works from January 1 through June 30, and second, after the Employee is employed and works from July 1 through December 31.

**Section 15.02:** Newly hired Employees may be provided with uniform items as specified by the City. Any new employee who voluntarily leaves employment during the first thirty months of full-time employment shall be obligated to repay the City for the amount of the full uniform and the uniform allowance on a monthly prorated basis based on full months worked during the thirty-month period. The amount owed may be withheld from the employee's paychecks to the extent permitted by law.

#### **Article XVI- Holiday Pay**

**Section 16.01:** Forty (40) hour Full-time employees working a full year will receive up to 88 hours pay and prorated for those working less than a full year based on the passage of the following holidays during the time worked and based on the amount of 8 hours per holiday: New Year's Day; Martin Luther King Jr. Birthday; Spring Holiday, Memorial Day; Fourth of July; Labor Day; Thanksgiving Day; Day after Thanksgiving; Christmas Eve Day; Christmas Day; and New Year's Eve Day.

Fifty-six (56) hour Full-time employees working a full year will receive up to 123.2 hours time off and prorated for those working less than a full year based on the passage of the

following holidays during the time worked and based on the amount of 11.2 hours per holiday: New Year's Day; Martin Luther King Jr. Birthday; Spring Holiday; Memorial Day; Fourth of July; Labor Day; Thanksgiving Day; Day after Thanksgiving; Christmas Eve Day; Christmas Day; and New Year's Eve Day.

Any unused holiday time will be paid on the first paycheck in December.

### **Article XVII- Sick Leave and Funeral Leave**

**Section 17.01 - Sick Leave:** Employees who have completed thirty (30) calendar days of service may earn sick leave at the rate of 8 hours per month worked to a maximum of 96 hours per year for a 40 hour week employee, and 11.2 hours per month worked for a 24 hour per shift employee to a maximum of 134.4 hours per year. The City shall loan new full-time employees up to 24 sick leave hours upon the commencement of their employment to be used after 30 days of service. All loaned sick leave shall be paid back to the City as those hours are earned by the employee during the first three months of employment or as deducted from the employee's paycheck if his or her employment ends prior to the pay back period.

**Section 17.02:** An employee may accumulate sick leave hours up to a maximum of 1680 hours. In the event an employee dies or retires while in full-time employment of the City and begins collecting his or her full WRS retirement benefits, and has accumulated sick leave credits at that time, the Employer shall pay to the employee or the employee's estate, a sum equal to the credits earned times fifty dollars (\$50.00) per credit. If an employee retires from full-time employment with the City, begins collecting his or her full WRS retirement benefits, is under the age of Medicare eligibility and chooses to continue coverage under the Health, Dental and/or Vision insurance plans, then the retiree can decide to have their accrued unused sick leave credits be paid for at the rate of seventy five dollars (\$75.00) per credit toward payment of continuing insurance at the current rates to the extent permitted by the insurance plans. If the retiree cancels the insurance plans or fails to participate before the payout amount is used up, then there will be no payment of the balance. One credit is equal to 11.2 hours of sick leave, and no partial credits exist. When an employee retires they need to decide if they want their sick leave credits paid out to them or if they want the credits directed toward insurance payments. The employee cannot be paid out both ways. The employee and his or her estate are responsible for all income tax consequences associated with his or her election and should consult with a tax advisor.

**Section 17.03:** Sick leave credits may be drawn upon by an employee for the purposes indicated only to the extent of his/her accumulated sick leave credits, and the Employer's responsibility to an employee hereunder shall be limited to the extent of such an employee's accumulated sick leave credits. Sick leave may only be used when the employee is too sick or injured to engage in any meaningful activity or when allowed by City policy for use for sick or injured children. The City may require verification of the need for leave at any time.

**Section 17.04 - Funeral Leave:** Each employee shall receive not more than 24 hours leave at the employee's regular rate of pay in case of death in the employee's immediate family to attend the service for the family member. The immediate family is defined as spouse, mother, stepmother, father, step-father, sister, brother, son, step-son, daughter, step-daughter, mother-in-law, father-in-law, employee's grandparent, spouse's grandparent, spouse's brothers and sisters, or grandchildren of the employee.

#### **Article XVIII- Contributions to the Wisconsin Retirement System**

**Section 18.01:** An eligible employee as determined by Department of Employee Trust Funds shall pay the full amount of the employee's contribution as required by the Wisconsin Retirement System.

#### **Article XIX- Other Departmental Rules, Regulations and Practices**

**Section 19.01:** The rules, regulations and practices as published by the Department and City shall be followed by the employees to the extent they do not conflict with any specific provision of this Agreement or violate any state or federal law.

#### **Article XX - Grievance Procedure**

**Section 20.01:** The Association or an Employee covered under this Agreement may be the grievant. A grievance shall be defined as a dispute concerning the interpretation or application of a provision of this agreement. All disciplinary matters within the jurisdiction of the Police and Fire Commission under Wisconsin Statute Section 62.13(5) shall not be subject to the provisions of this Article or any other dispute resolution process.

**Step 1.** The grievant shall present the grievance orally to the Chief and may be accompanied by an Association representative.

- Step 2.** If the grievance is not settled at the first step, it shall be reduced to writing and presented to the Chief within ten business days of the date the employee knew or should have known of the event giving rise to the grievance. The Chief shall furnish the grievant and the Association with a written answer to the grievance within ten business days.
- Step 3.** If the grievance is not settled in Step 2, the grievance shall be submitted to the City Administrator within ten business days from the time the Chief was to have submitted his answer. The City Administrator shall discuss the grievance with the employee and the Association representative. Following said conference, the City Administrator shall respond within ten business days in writing.
- Step 4.** In the event a satisfactory settlement cannot be reached between the parties in Step 3, the matter in dispute shall be submitted to the Wisconsin Employment Relations Commission (WERC) for settlement. The WERC shall provide the parties with a panel of five staff arbitrators to strike from for hearing the dispute. The Association shall exercise the first strike. Any cost related to the appointment of the arbitrator shall be split between the parties. The cost of a transcript shall be divided equally by the Employer and the Association. Any other expenses that are incurred as a direct result of one of the parties shall be paid by the party initiating the expense. The arbitrator shall have no power to and shall neither add to, detract from, nor modify the language of this Agreement in arriving at a determination of any issue presented that is proper for final and binding arbitration. The grievance arbitrator shall have no authority to grant wage increases. The arbitrator shall expressly confine to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue not so submitted or to submit observations or declarations of opinion which are not directly essential in reaching the determination. In any arbitration award, no right of management shall in any manner be taken away from the Employer, nor shall such right be limited or modified in any respect excepting only to the extent that this Agreement clearly and explicitly expresses an intent and agreement to divest the

Employer of such right. The decision of the arbitrator within the limits of authority shall be final and binding on the parties and both parties reserve their statutory rights to challenge an arbitration award. Time frames in this article may be extended or waived by mutual agreement of the parties. The Association or employee's failure to meet timeframes in this Agreement shall be deemed a waiver of the grievance and the dispute, including the facts on which the grievance was based and similar facts arising as to that same or analogous issue. The City's failure to process the grievance at an applicable step shall cause the grievance to move forward to the next step.

### **Article XXI - Probation**

**Section 21.01:** Employees shall be required to serve a twelve month probationary period. The Chief may extend the probationary period for up to six (6) months. During the term of the probationary period, the employee may be disciplined or discharged for any lawful reason or no reason, and without recourse to the grievance procedure, the Police & Fire Commission, or in any other forum or process between the parties or as provided by the City.

### **Article XXII- Management Rights**

**Section 22.01:** Except as otherwise provided herein, management of the operations and direction of the work force, including the right to hire and the right to suspend, discipline, or discharge, and the right to transfer, promote or relieve employees from duty because of lack of work, or other legitimate reasons, to assign volunteers to perform duties, establish and make effective reasonable rules of conduct, to assign employees to work hours or assignment, to contract for goods and services, are vested exclusively in the Employer, together with all other functions of management.

### **Article XXIII- Miscellaneous**

**Section 23.01: Seniority.** Seniority for the purposes of this Agreement shall be defined as follows:

A. **Department Seniority:** Department seniority shall be defined as the length of continuous service as a regular employee since the employee's hiring date, regardless of the classification the member was initially hired at.

B. Classification Seniority: Classification seniority shall be defined as the length of continuous service in a full-time job classification.

C. Continuous Service: Continuous service shall be defined as the duration of employment not broken any period of absence except as follows: Time spent on military leaves of absence, time lost because of duty connected disabilities, time spent on authorized state or federal FMLA leave, and City approved paid leaves of absence.

D. Hiring Date Seniority: All employees hired on the same day shall have department and classification seniority according to ranking on the entrance examination. If more than one employee is hired or promoted to a particular rank on the same day, classification seniority shall be determined by ranking on the list.

E. List of Employees: The City shall submit to the Association, a list of employees in the Fire Department arranged in order of their specific seniority. Said lists shall be submitted to the Association once per year.

F. Loss of Seniority: Seniority, continuous service, and the employment relationship shall be broken and terminated if an employee:

1. resigns;
2. is discharged;
3. is absent from work for two (2) consecutive work days without notification to the City, unless unable to notify the City for a valid reason;
4. fails to report to work within fourteen (14) calendar days after having been recalled from layoff;
5. fails to report for work at the termination of an authorized leave of absence;
6. accepts other employment without permission while on authorized leave of absence;
7. works for another employer without notification while on authorized leave of absence; or retires.

G. Employees shall be laid off and recalled in accordance with Section 62.13(5)(m), WI Stats.

**Section 23.02: Trade of Duty**

A. Shift trades shall be permitted with the consent and approval of the Chief or the Chief's designee. Such consent and approval shall not be unreasonably withheld. Shift trades must be made sufficiently in advance so as not to impair the operations of the department. It will be the responsibility of the employees who utilize the time trade system to repay the shift trade within twelve (12) months. The employees and the City shall keep a record of all time trades. Shift trades shall be allowed under the following conditions:

1. The maximum number of consecutive hours an employee may work is 48 hours, except in cases of an emergency call-back or as authorized by the Chief.

2. Trade time should not be less than four hours and the employees must have the trade approved by the Chief, such approval shall not be unreasonably denied.

3. Open-ended trades are allowed, however the City is held harmless and the affected employees must seek recourse from the trading partner and not the City. In the case of separation from employment of one of the employees involved in a trade, it will be the responsibility of the employee that is leaving the employment of the City to repay any trades that are owed and due any other employee.

4. The City shall not incur any additional cost, including overtime, which accrues solely from the exchange of work hours.

5. For payroll purposes, the full-time employee scheduled to work shall be paid for the shift. The employee who agrees to substitute for the scheduled employee's shift shall not be paid for hours worked on that shift.

6. Employees recognize that the time trade arrangement is an obligation between the employees and it shall be the responsibility of the individuals involved in the trade to see that they respectively fulfill such obligation. If an employee fulfilling a trade is unable to fulfill the trade, then that employee's applicable paid time off bank shall be deducted for the trade time which shall revert to the City or the City may require the trade time to be worked as owed time.

### **Section 23.03: Additional Compensation.**

A. Mileage Reimbursement: Mileage reimbursement will only be paid if use of the personal vehicle is authorized to be used for official departmental use in accordance with the City's Policy.

B. Travel: When a member is assigned to training or a school outside of the Racine County area, appropriate consideration shall be given to the distance and time involved and the mode of transportation used. Approved travel time outside the Racine County area when the employee is driving is paid at straight time.

C. Tuition Reimbursement: Employees will be allowed to participate in the City's Tuition Reimbursement Program to the extent budgeted and approved by the Chief and City Administrator and subject to any repayment obligations established by the City.

D. Gym Reimbursement. Employees will be allowed to participate in the City's Gym Reimbursement Program.

E. Sick Leave Donation: Employees will be allowed to participate in the City's Sick Leave Donation Program.

F. Longevity: Full-time employees with more than five years of full-time service are eligible for longevity pay for their length of service as follows:

- After 5 years of service – the employee will receive an additional \$.05 per hour worked
- After 10 years of service – the employee will receive an additional \$.10 per hour worked
- After 15 years of service – the employee will receive an additional \$.30 per hour worked

#### **Section 23.04: Association Business**

A. Leaves for Association Business: A union officer may utilize accumulated compensatory overtime or vacation allowance for Association business, providing in respect to the use of compensatory overtime or vacation allowance is authorized by the Chief. Association business may include and be limited to Association business meetings, conferences and conventions. A union officer desiring to use accumulated compensatory time or vacation allowance for Association business shall make prior application for such use to the Chief.

B. Bargaining and Grievance Meetings: Up to one union officer serving as a member of the bargaining or grievance committee of the Association may have leave from duty without deduction from pay, after advance notice to the Chief, and if the Chief determines that such absence from duty will not endanger fire services, to participate in meetings with the City. The officer on duty participating in such meetings shall be in readiness for recall and return to active duty upon order.

C. Bulletin Board: The City agrees to provide bulletin boards for the Union's use for purposes of publishing materials involving collective bargaining and for Association

meetings and conferences. Any material posted on the board that violates this section or city policy shall be removed.

**Section 23.05**

To ensure the ability of the City of Burlington Fire Department to provide adequate services with the increasing demand of its growing service base, the City will require any new firefighters to have the following minimum qualifications:

1.) A-EMT

Paid Fire Department personnel are required to attend a minimum of 16 out of 24 monthly officer meetings and general drills; failure to attain minimum attendance will result in progressive disciplinary action at the discretion of the Fire Chief. Attendance at required meetings and training will count as hours worked when calculating overtime.

For all current firefighters, A-EMT certification must be achieved successfully by June 30, 2021. All costs of training and testing for current employees to achieve A-EMT certification will be paid for by the City of Burlington Fire Department. In the event of testing failure all subsequent costs for training and testing will be the responsibility of the employee until successful completion, at which time testing costs (only) for the passing grade will be reimbursed to employee.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**FOR THE CITY OF BURLINGTON**

**FOR IAFF AND LOCAL 321**

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