



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

AGENDA
COMMITTEE OF THE WHOLE

Tuesday, January 7, 2020

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:

Thomas Martin, Student Representative (BHS)
Peter DeSmidt, Student Representative (CCHS)

Prior to the Call to Order, Mayor Hefty will be presenting a Proclamation in Memoriam of Robert (Bob) Petersen.

1. **Call to Order - Roll Call**
2. **Citizen Comments**
3. **Approval of Minutes** (R. Heft)
 - A. To approve the December 17, 2019 Committee of the Whole Meeting Minutes.
4. **RESOLUTIONS:**
 - A. **Resolution 4978(31)** - To accept a Grant Agreement from the Federal Emergency Management Agency (FEMA) under the Assistance to Firefighters Grant Program (AFG) in the amount of \$87,620.95 for the purchase of a Direct Source Exhaust Extraction System.
 - B. **Resolution 4979(32)** - To approve the bid award to Hastens Air Energy Control, Inc. for a Plymovent Direct Capture Exhaust System for the not-to-exceed amount of \$92,000.00, as a part of the Federal Emergency Management Agency (FEMA) Assistance to Firefighters Grant (AFG) program.
 - C. **Resolution 4980(33)** - To approve Amendment Number One to the Development Agreement for the Glen at Stonegate Subdivision Addition No. II.

- D. **Resolution 4981(34)** - To approve Reduction Number Two to the Letter of Credit for the roadway, sanitary sewer and water main utility infrastructure improvements for the Glen at Stonegate Subdivision, Addition No. II.
 - E. **Resolution 4982(35)** - To approve a Resolution Authorizing the Application to the Wisconsin Economic Development Corporation Community Development Investment Grant for 700 N. Pine Street (Low Daily, LLC) Redevelopment Project.
 - F. **Resolution 4983(36)** - To approve a Developers Agreement with Low Daily, LLC for the 700 N. Pine Street Property as a part of the Community Development Investment Grant (CDI) offered through the Wisconsin Economic Development Corporation (WEDC).
5. **ORDINANCES:** None.
6. **MOTIONS:**
- A. **Motion 20-952** - To consider approving a Certificate of Appropriateness for property located at 109 E. Chestnut Street.
 - B. **Motion 20-953** - To consider approval of a Certificate of Appropriateness for property located at 473 Milwaukee Avenue.
7. **ADJOURNMENT** (*S. Rauch*)

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



COMMITTEE OF THE WHOLE

ITEM NUMBER 3A

DATE: January 7, 2020

SUBJECT: MEETING MINUTES - To approve the December 17, 2019 Committee of the Whole Meeting Minutes.

SUBMITTED BY: Diahnn Halbach, City Clerk

BACKGROUND/HISTORY:

The attached minutes are from the December 17, 2019 Committee of the Whole meeting.

BUDGET/FISCAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval of the attached minutes from the December 17, 2019 Committee of the Whole meeting.

TIMING/IMPLEMENTATION:

This item is scheduled for final consideration at the January 7, 2020 Common Council meeting.

Attachments

COW Minutes



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

CITY OF BURLINGTON
Committee of the Whole Minutes
Jeannie Hefty, Mayor
Diahnn Halbach, City Clerk
Tuesday, December 17, 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 Jon Schultz, Alderman Todd Bauman. Excused: Alderman Tom Preusker.

Student Representatives - Present: Thomas Martin (BHS). Excused: Peter DeSmidt (CCHS).

Staff present: City Attorney John Bjelajac, City Administrator Carina Walters, Assistant City Administrator/Zoning Administrator Megan Watkins, Finance Director Steven DeQuaker, Public Works Director Peter Riggs, Fire Chief Alan Babe, Building Inspector Gregory Guidry, Human Resource Manager Jason Corbin, and City Intern Nicholas Faust.

2. **Citizen Comments**

Joann Koenecke, 541 E. State Street, provided to Council a copy of the State Statutes regarding Open Meetings Law and stated that she had wanted to attend a Police and Fire Commission meeting; however when she arrived, the doors were locked and she was told they were in Closed Session.

3. **Approval of Minutes** - To approve the December 3, 2019 Committee of the Whole Meeting Minutes. Motion: Alderman Grandi. Second: Alderman Bauman. With all in favor, the motion carried.

4. **RESOLUTIONS:**

A. **Resolution 4976(29)** - Approval of an Agreement between Burlington Rescue Squad, Inc. and the City of Burlington to Convey Assets of both Equipment and Property according to the Plan of Dissolution.

Administrator Walters reviewed the proposed dissolution agreement between the Burlington Rescue Squad and the City of Burlington, which is to include Ambulance Unit #933 as well as various other equipment. Walters stated that the City will need to pay for the cost and expense to remove the markings and logos on the ambulance, which amounts to \$7,600 and that the remaining equipment/property will be either placed in the equipment replacement fund and/or the departmental budget for future replacement.

- B. **Resolution 4977(30)** - To consider approving an amendment to the City of Burlington Fee Schedule.

Megan Watkins, Assistant City Administrator / Zoning Administrator, provided an overview of the proposed changes to the fee schedule which mainly involved building inspection and fire department.

Alderman Rauch inquired as to how permit fees are collected when multiple permits are required, such as if they're paid upfront right away or if they're put into an escrow account and drawn from there as the project evolves. Building Inspector Guidry responded that permit fees are collected up front as permits are pulled.

Alderman Rauch also inquired about the resident/non-resident ambulatory fees and asked if the Town of Burlington is considered resident or non-resident, or if the non-resident status occurs during a MABAS call. Chief Babe responded that residents outside the City of Burlington are considered non-resident.

Alderman Schlutz wanted to know the purpose of the landscaping and grading bond. Guidry explained that in the past there have been projects where the final grading hadn't been done correctly and caused drainage issues for neighboring properties. Guidry stated that by requiring this deposit, it allows the City to ensure that the developer/contractor properly completes the grading. Schultz then asked if the fee is per development or per structure being built. Guidry explained that commercial, multi-family, industrial and manufactory projects require a bond in the amount of \$5000 and that individual homes being built require a \$2000 bond.

5. **ORDINANCES:**

- A. **Ordinance 2054(20)** - To approve Repealing and Recreating the Provisions of Chapter 67-10 of the Municipal Code for the City of Burlington regarding Destruction of Records and to Adopt and Replace with the State of Wisconsin Municipal Records Schedule (WMRS).

City Clerk, Diahn Halbach, explained that in August 2018 the Wisconsin Public Records Board created a general records schedule that can be adopted by municipalities, which provides a much easier and organized schedule of the retention and destruction schedule for municipal records. Prior to this new schedule, municipalities used a records manual that was created in 1980, which was often referred to as the "little orange book". Halbach stated that by adopting the new WMRS schedule, municipalities have the ability to opt into a pre-approved retention schedule rather than having to draft their own schedule and submit to the Public Records Board for approval. Halbach further stated that the last update to the City of Burlington's record schedule policy was December 19, 2000 and is not organized in an efficient, easy to read format.

Alderman Schultz asked if there is a procedure in place to easily identify when records need to be destroyed. Walters responded that this process all began because staff was asking questions about retention of city records. Walters stated that adopting this ordinance is the first step in the process and that staff still needs to be educated on what records can and can't be destroyed and that the city clerk will continue to work with staff in familiarizing them with the process. Alderman Schultz then asked if paper records can be digitized, and moving forward, if the city has plans to use less paper and begin using more electronic formatting for easier categorizing and scheduling of destruction. Halbach responded that digitizing permanent records can be done. Walters responded that paper retention is an issue capacity wise and the city is always looking for ways to minimize using paper.

6. **MOTIONS:**

- A. **Motion 19-950** - To approve a Pediatric Jump Kit donated by the Wisconsin EMS Association (WEMSA) Foundation and Kids Health Vista Foundation.

Chief Babe explained that Amanda Bates, part-time fire fighter/emt for the fire department, entered into a program to receive a Pediatric Jump Kit on behalf of the Wisconsin EMS Association (WEMSA) and would be receiving \$735 worth of donated equipment including a pediatric backboard, pediatric jump bag with supplies, and a child transport restraint system.

7. **ADJOURNMENT**

Motion: Alderman Heft. Second: Alderman Grandi. With all in favor, the motion carried and the meeting adjourned at 6:55 p.m.

Minutes respectfully submitted by:

Diahnn C. Halbach
City Clerk
City of Burlington



DATE: January 7, 2020

SUBJECT: RESOLUTION 4978(31) - To accept a Grant Agreement from the Federal Emergency Management Agency (FEMA) under the Assistance to Firefighters Grant Program (AFG) in the amount of \$87,620.95 for the purchase of a Direct Source Exhaust Extraction System.

SUBMITTED BY: Alan Babe, Fire Chief

BACKGROUND/HISTORY:

On October 16, 2018 the Council approved the City of Burlington Fire Department (COBFD) to submit a grant application to the Federal Emergency Management Agency (FEMA) the Assistance to Firefighters Grant Program (AFG) for a Direct Source Capture Exhaust Extraction System. On September 9, 2019, the Fire Chief received notification that the COBFD was to be awarded this grant in the amount of \$87,620.95. As a condition of this grant, the City is required to contribute a 5% percent match for funds awarded. Five percent equates to \$4,381.05, of which would be taken from the Equipment Replacement Fund.

This grant makes it possible to properly protect our firefighters from harmful exhaust emissions, particulate matter and the deadly carcinogenic material that comes from diesel exhausts. Furthermore, the installation of an exhaust removal system would eliminate the particulate matter that comes in contact with their firefighting gear and equipment that is hanging in the apparatus bays. Additionally, the installation would eliminate the effects of breathing lingering fumes, emissions and smoke from the diesel powered vehicles after they respond to calls or are pulled out of the station during training and vehicle checks. The costs include all components for a track and hose exhaust removal system that is designed to capture 100% of engine exhausts and expel them to the outside of the building. Training of all personnel in the use of the system is also included in the total.

The acquisition of a direct capture system will allow our department to comply with the recommended removal of toxic exhaust gasses, particulate matter and carcinogens as outlined in NFPA 1500: 9.1.6, the International Building Code 502.1.4, the NIOSH pocket guide and from the recommendations contained in the 2013 McGrath Fire and EMS Greater Cooperative Opportunities Report.

BUDGET/FISCAL IMPACT:

Grant Monies Awarded

Plymovent Vehicle Exhaust Removal System

Total Approved Budget:	= \$ 92,002.00
Federal Funding Assistance:	= \$ 87,620.95

Cost for AFG process:

Five Percent (5%) by City Match of Grant: {Federal Calculation's 100.00 = 90.09}	= \$ 4,381.05
Grant Writer Fee:	= \$ 1,500.00

Total Financial Impact for the City Of Burlington: = \$ 5,881.05

MATCH MONIES:

Monies appropriated through the 2019 equipment replacement fund.

RECOMMENDATION:

Staff recommends approval of the grant from the Federal Emergency Management Agency for the purchase of a Direct Source Exhaust Extraction System in the amount of \$87,620.95.

TIMING/IMPLEMENTATION:

This item is for discussion at the January 7, 2020 Committee of the Whole meeting, and is scheduled for final consideration at the January 7, 2020 Common Council meeting.

Attachments

RES 4978(31) FEMA AFG Grant
FEMA Grant Award Letter
Cover Sheet from Oct 2018

A RESOLUTION ACCEPTING A GRANT AGREEMENT FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) UNDER THE ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM (AFG) IN THE AMOUNT OF \$87,620.95 FOR THE PURCHASE OF A DIRECT SOURCE EXHAUST EXTRACTION SYSTEM

WHEREAS, the City of Burlington's Fire Chief has submitted an application for the 2018 Assistance to Firefighters Grant (AFG) funding; and,

WHEREAS, FEMA has determined that the recipients project submitted, as well as the request details section of the application, including budget information, was consistent with the Assistance to Firefighters Grant Program's purpose and was worthy of award; and,

WHEREAS, FEMA has approved a grant to the City of Burlington Fire Department in the amount of \$87,620.95 in Federal funding; and,

WHEREAS, as a condition of said grant, the City of Burlington Fire Department is required to contribute non-Federal funds equal to or greater than 5 (five) percent of the Federal funds awarded, which equates to \$4,381.05.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Burlington, Racine County, State of Wisconsin, that the City accepts the Federal Emergency Management Agency's award of the 2018 Assistance to Firefighters Grant in the amount of \$87,620.95.

Introduced: January 7, 2020
Adopted: January 7, 2020

Jeannie Hefty, Mayor

Attest:

Diahnn Halbach, City Clerk

Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472

Alan Babe
BURLINGTON, CITY OF
300 N PINE ST
BURLINGTON, WI 53105



EMW-2018-FO-00565

Dear Alan Babe,

Congratulations on behalf of the Department of Homeland Security. Your application submitted for the Fiscal Year (FY) 2018 Assistance to Firefighters Grant (AFG) funding opportunity has been approved in the amount of \$87,620.95 in Federal funding. As a condition of this grant, you are required to contribute non-Federal funds equal to or greater than 5.00 percent of the Federal funds awarded, or \$ 4,381.05 for a total approved budget of \$ 92,002.00 . Please see the FY 2018 AFG Notice of Funding Opportunity for information on how to meet this cost share requirement.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- 2018 AFG Notice of Funding Opportunity (NOFO) - incorporated by reference

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,

A handwritten signature in blue ink, appearing to read "Bridget Bean", is written over a light blue horizontal line.

Bridget Bean
Acting Assistant Administrator
Grant Programs Directorate

Summary Award Memo

Program: Fiscal Year 2018 Assistance to Firefighters Grant

Recipient: BURLINGTON, CITY OF

DUNS number: 832377477

Award number: EMW-2018-FO-00565

Summary description of award

The purpose of the Assistance to Firefighters Grant program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards. After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the Assistance to Firefighters Grant Program's purpose and was worthy of award.

Except as otherwise approved as noted in this award, the information you provided in your application for FY2018 Assistance to Firefighters Grants funding is incorporated into the terms and conditions of this award. This includes any documents submitted as part of the application.

Amount awarded

The amount of the award is detailed in the attached Obligating Document for Award. The following are the budgeted estimates for object classes for this award (including Federal share plus your cost share, if applicable):

Object Class	Total
Personnel	\$0.00
Fringe Benefits	\$0.00
Travel	\$0.00
Equipment	\$90,502.00
Supplies	\$0.00
Contractual	\$1,500.00
Construction	\$0.00
Other	\$0.00
Federal	\$87,620.95
Non-Federal	\$4,381.05
Total	\$92,002.00

Approved scope of work

After review of your application, FEMA has approved the below scope of work. Justifications are provided for any differences between the scope of work in the original application and the approved scope of work under this award. You must submit scope or budget revision requests for FEMA's prior approval, via an amendment request, as appropriate per 2 C.F.R. § 200.308 and the FY2018 AFG NOFO.

Approved request details:

Grant writer fee

Grant writer fee

DESCRIPTION

Grant writer fee

QUANTITY

1

UNIT PRICE

\$1,500.00

TOTAL

\$1,500.00

BUDGET CLASS

Contractual

Modify Facilities

Source Capture Exhaust System(s)

DESCRIPTION

Source Capture System Exhaust Extraction System for 10 vehicles

QUANTITY

1

UNIT PRICE

\$90,502.00

TOTAL

\$90,502.00

BUDGET CLASS

Equipment

Agreement Articles

Program: Fiscal Year 2018 Assistance to Firefighters Grant

Recipient: BURLINGTON, CITY OF

DUNS number: 832377477

Award number: EMW-2018-FO-00565

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Article 1 Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

DHS financial assistance recipients must complete either the Office of Management and Budget(OMB) Standard Form 424B Assurances - Non-Construction Programs, or OMB Standard Form 424D Assurances -Construction Programs as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations(C.F.R) Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

Article 2 DHS Specific Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. 1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS. 2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance. 3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. 4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance. 5. Recipients of federal financial assistance from DHS must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award or, for State Administering Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. Recipients are required to provide this information once every two (2) years, not every time an award is made. After the initial submission for the first award under which this term applies, recipients are only required to submit updates every two years, not every time a grant is awarded. Recipients should submit the completed tool, including supporting materials to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>.

Article 3 Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

- Article 4 Activities Conducted Abroad**
Recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.
- Article 5 Age Discrimination Act of 1975**
Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.
- Article 6 Americans with Disabilities Act of 1990**
Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101–12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.
- Article 7 Best Practices for Collection and Use of Personally Identifiable Information (PII)**
Recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template as useful resources respectively.
- Article 8 Civil Rights Act of 1964 – Title VI**
Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article 9 Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (See 42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D)

Article 10 Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article 11 Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, and 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article 12 Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. 8101).

Article 13 Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

- Article 14 Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX**
Recipients must comply with the requirements of Title IX of the Education Amendments of 1972 Pub. L. No. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.
- Article 15 Energy Policy and Conservation Act**
Recipients must comply with the requirements of The Energy Policy and Conservation Act Pub. L. No. 94- 163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.
- Article 16 False Claims Act and Program Fraud Civil Remedies**
Recipients must comply with the requirements of The False Claims Act, 31 U.S.C. § 3729-3733, which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.
- Article 17 Federal Debt Status**
All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)
- Article 18 Federal Leadership on Reducing Text Messaging while Driving**
Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.
- Article 19 Fly America Act of 1974**
Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.
- Article 20 Hotel and Motel Fire Safety Act of 1990**
In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a, recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, codified as amended at 15 U.S.C. § 2225.

- Article 21 Limited English Proficiency (Civil Rights Act of 1964, Title VI)**
Recipients must comply with the Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidancepublished-help-department-supported-organizations-provide-meaningfulaccess-people-limited> and additional resources on <http://www.lep.gov>.
- Article 22 Lobbying Prohibitions**
Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.
- Article 23 National Environmental Policy Act**
Recipients must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.
- Article 24 Nondiscrimination in Matters Pertaining to Faith-Based Organizations**
It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.
- Article 25 Non-supplanting Requirement**
Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

- Article 26 Notice of Funding Opportunity Requirements**
All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated hereby reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.
- Article 27 Patents and Intellectual Property Rights**
Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.
- Article 28 Procurement of Recovered Materials**
States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.
- Article 29 Rehabilitation Act of 1973**
Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (1973) (codified as amended at 29 U.S.C. § 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
- Article 30 Reporting of Matters Related to Recipient Integrity and Performance**
If the total value of the recipient's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, the recipient must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.
- Article 31 Reporting Subawards and Executive Compensation**
Recipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

- Article 32 SAFECOM**
Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.
- Article 33 Terrorist Financing**
Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.
- Article 34 Trafficking Victims Protection Act of 2000**
Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000, (TVPA) codified as amended by 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.
- Article 35 Universal Identifier and System of Award Management (SAM)**
Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.
- Article 36 USA Patriot Act of 2001**
Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175-175c.
- Article 37 Use of DHS Seal, Logo and Flags**
Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
- Article 38 Whistleblower Protection Act**
Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

Article 39 Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@dhs.gov if you have any questions.

Article 40 Prior Approval for Modification of Approved Budget

Before making any change to the DHS/FEMA approved budget for this award, you must request prior written approval from DHS/FEMA where required by 2 C.F.R. § 200.308. DHS/FEMA is also utilizing its discretion to impose an additional restriction under 2 C.F.R. § 200.308(e) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the Federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from DHS/FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget DHS/FEMA last approved. You must report any deviations from your DHS/FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article 41 Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by the recipient or its subrecipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313.

Article 42 Environmental Planning and Historic Preservation

DHS/FEMA funded activities that may require an EHP review are subject to FEMA's Environmental Planning and Historic Preservation (EHP) review process. This review does not address all Federal, state, and local requirements. Acceptance of Federal funding requires recipient to comply with all Federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize Federal funding. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and Executive Orders. To access the FEMA's Environmental and Historic Preservation (EHP) screening form and instructions go to the DHS/FEMA website at: <https://www.fema.gov/media-library/assets/documents/90195>. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. Failure to provide requisite information could result in delays in the release of grant funds. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered, applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Obligating document

1. Agreement No. EMW-2018-FO-00565	2. Amendment No. N/A	3. Recipient No. 39-6005409	4. Type of Action AWARD	5. Control No. WX02674N2019T		
6. Recipient Name and Address BURLINGTON, CITY OF 300 N PINE ST BURLINGTON, WI 53105		7. Issuing FEMA Office and Address Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 1-866-927-5646		8. Payment Office and Address FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20742		
9. Name of Recipient Project Officer Steve DeQuaker		9a. Phone No. 262-342-1170	10. Name of FEMA Project Coordinator Assistance to Firefighters Grant Program		10a. Phone No. 1-866-274-0960	
11. Effective Date of This Action 09/06/2019	12. Method of Payment OTHER - FEMA GO	13. Assistance Arrangement COST SHARING		14. Performance Period 09/13/2019 to 09/12/2020 Budget Period 09/13/2019 to 09/12/2020		
15. Description of Action a. (Indicate funding data for awards or financial changes)						
Program Name Abbreviation	Assistance Listings No.	Accounting Data(ACCS Code)	Prior Total Award	Amount Awarded This Action + or (-)	Current Total Award	Cumulative Non-Federal Commitment
AFG	97.044	2019-F8-GB01 - P431-xxxx-4101-D	\$0.00	\$87,620.95	\$87,620.95	\$4,381.05
Totals			\$0.00	\$87,620.95	\$87,620.95	\$4,381.05
b. To describe changes other than funding data or financial changes, attach schedule and check here: N/A						
16. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address) This field is not applicable for digitally signed grant agreements						

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title) Steve DeQuaker	DATE 09/11/2019
18. FEMA SIGNATORY OFFICIAL (Name and Title) Bridget Bean, Acting Assistant Administrator Grant Programs Directorate	DATE 09/06/2019



COMMITTEE OF THE WHOLE

ITEM NUMBER 4B

DATE: October 16, 2018

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

SUBMITTED BY: Alan Babe, Fire Chief

BACKGROUND/HISTORY:

The City of Burlington Fire Department (COBFD) is requesting funding from the 2018 Assistance to Firefighters Grant Program (AFG) under the Operations and Safety section (modification to facilities) for a direct source capture exhaust removal system for all 9 vehicles housed in our single station. The station has a five bay apparatus room. The original portion of the station (three bays, two vehicle deep) was constructed in 1969 to house two vehicles front to back in each bay. In 1993 an addition was constructed that included two additional apparatus bays.

The Assistance to Firefighters Grant Program provides direct financial assistance and support to enhance the health and safety of the public, firefighters and first responders.

This request is being made under the Operations and Safety program to provide for the safety and health of the public, firefighters and first responders that work or visit our facility.

Under the AFG program, vehicle exhaust removal systems in 24-hour occupied fire stations are a high priority item for funding.

COBFD is seeking funding in the amount of \$90,502.00 under the 2018 AFG Program. The anticipated funds include \$86,192.38 (95%) in the form of an AFG grant and a five percent (5%) match of \$4,309.62 from the City for the total cost of \$90,502.00.

The costs include all components for a track and hose exhaust removal system that is designed to capture 100% of engine exhausts and expel them to the outside of the building. Training of all personnel in the use of the system is also included in the total.

This grant would make it possible to properly protect our firefighters from harmful exhaust emissions, particulate matter and the deadly carcinogenic material that comes from diesel exhausts. Furthermore, the installation of an exhaust removal system would eliminate the particulate matter that comes in contact with their firefighting gear and equipment that is hanging in the apparatus bays. Additionally, the installation would eliminate the effects of breathing lingering fumes, emissions and smoke from the diesel powered vehicles after they respond to calls or are pulled out of the station during training and vehicle checks.

Furthermore, the acquisition of a direct capture system will allow our department to comply with the recommended removal of toxic exhaust gasses, particulate matter and carcinogens as outlined in NFPA 1500: 9.1.6, the International Building Code 502.1.4, the NIOSH pocket guide and from the recommendations contained in the 2013 McGrath Fire and EMS Greater Cooperative Opportunities Report.

Contracted grant writer is Fire Grants Help (FGH). The City of Burlington has previously used FGH with last year's application process and we were successful in an award of grant monies.

The COBFD's goals are:

- COBFD wishes to improve Firefighter Safety that would allow for improved safety of all responders within

and responding to the station

- COBFD will provide the necessary information regarding their department to Fire Grants Help so that a grant application can be prepared and submitted to FEMA
- COBFD will pay an initial fee of \$2000.00 to Fire Grants Help for grant writing fees.
- COBFD will be responsible for paying the 5% match required for the equipment that department is requesting.
- COBFD is committed to work and improve Firefighter safety and to improve safety of our emergency responder's.

BUDGET/FISCAL IMPACT:

COBFD BUDGET/FISCAL IMPACT:

Potential Grant Monies Awarded

See attached quote from Hastings Air Energy Control, Inc.
Plymovent Vehicle Exhaust Removal System – Option B

Total Grant Dollar Amount:	=	\$ 90,502.60
Federal Funding Assistance	=	\$ 86,192.38

Cost for AFG process:

Five Percent (5%) by City Match of Grant {Federal Calculation's 100.00 = 90.09}	=	\$ 4,309.62
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<u>COBFD's Contracted Services for Grant Writing</u>	=	<u>\$ 2000.00</u>
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Total Financial Impact for the City Of Burlington	=	\$ 6,309.62
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MATCH MONIES:

Monies will be appropriated through the 2019 equipment replacement fund.

RECOMMENDATION:

Staff recommends the Common Council approve the Grant Application for the City of Burlington Fire Department. COBFD will collect data and define the grant characteristics, prepare the grant application, submit the grant application, manage awarded grant money, complete the closeout process, and agree to the cost of the grant process. The City of Burlington Fire department is the lead agency; therefore, the dollars will be funneled through the City of Burlington. This also serves as the City's commitment to the 5% grant match.

TIMING/IMPLEMENTATION:

This item is for discussion at the October 16, 2018 Committee of the Whole meeting and is scheduled for final consideration at this evening's Common Council meeting. The roles and responsibilities described above are contingent on The City of Burlington Fire Department receiving funds requested for the project described in the grant application.

Attachments

Resolution 4922(24)

Quotes

FEMA Cost Share Calculator



DATE: January 7, 2020

SUBJECT: RESOLUTION 4979(32) - To approve the bid award to Hastens Air Energy Control, Inc. for a Plymovent Direct Capture Exhaust System for the not-to-exceed amount of \$92,000.00, as a part of the Federal Emergency Management Agency (FEMA) Assistance to Firefighters Grant (AFG) program.

SUBMITTED BY: Alan Babe, Fire Chief

BACKGROUND/HISTORY:

The City of Burlington Fire Department was awarded the AFG Grant from FEMA, with a 5% match, for the Plymovent Direct Capture Exhaust System. Hastens Air Energy Control, Inc. is the Wisconsin distributor for Plymovent. Having the Plymovent Direct Capture Exhaust System will reduce personnel exposure to diesel exhaust, exhaust particulate, carbon monoxide and other deadly components of gasoline and diesel exhaust.

FEMA Grant Programs Directorate Policy(GPD) requires grantees or sub-grantees proposing projects that involve changes to the natural or built environment, including but not limited to construction of communication towers; modification or renovation of existing buildings, structures, facilities, and infrastructure; or that involve new construction, including replacement or relocation of facilities, must participate in the Environmental Planning and Historic Preservation) EHP review process. The EHP review process involves submission of a detailed project description, the proposed project's purpose and need (goals and/or objectives), and supporting documentation to GPD for their evaluation to determine if the proposed project may impact environmental resources and/or historic properties.

The City of Burlington Fire Department submitted the documentation for the EHP on November 27, 2019.

BUDGET/FISCAL IMPACT:

The total cost of the installation of the Plymovent Direct Capture Exhaust System is \$92,000.00. The Federal Funding Assistance amount is \$87,620.95. The City's 5% match is \$4,381.05, which was a budgeted expense in the Equipment Replacement Fund that was discussed and approved during the October 16, 2018 Committee of the Whole and Common Council meeting.

RECOMMENDATION:

Staff recommends approval for the City Administrator to accept and sign the proposal from Hastens Air Energy Control, Inc. to move forward with the installation of the Plymovent Direct Capture Exhaust System.

TIMING/IMPLEMENTATION:

This item is for discussion at the January 7, 2020 Committee of the Whole meeting, and is scheduled for final consideration at the January 7, 2020 Common Council meeting.

Attachments

RES 4979(32) Plymovent Exhaust System
Proposal from Hastings

A RESOLUTION APPROVING THE BID AWARD TO HASTENS AIR ENERGY CONTROL, INC. FOR A PLYMOVENT DIRECT CAPTURE EXHAUST SYSTEM FOR THE NOT-TO-EXCEED AMOUNT OF \$92,000.00, AS A PART OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) ASSISTANCE TO FIREFIGHTERS GRANT (AFG) PROGRAM.

WHEREAS, a proposal received by the City on December 12, 2019 from Hastings Air Energy Control, Inc. was opened by the Fire Chief; and,

WHEREAS, the Fire Chief reviewed the proposal from Hastings Air Energy Control, Inc. in the amount of \$92,000.00 to install Plymovent Vehicle Exhaust Removal System at the Fire Station, a copy of which is attached hereto, and made a part thereof; and,

WHEREAS, the Fire Chief recommends approval of the proposal from Hastings Air Energy Control, Inc.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Burlington that the Plymovent Vehicle Exhaust Removal System Installation be awarded to Hastings Air Energy Control, Inc. for the not-to-exceed amount of \$92,000.00.

Introduced: January 7, 2020
Adopted: January 7, 2020

Jeannie Hefty, Mayor

Attest:

Diahn Halbach, City Clerk



HASTINGS
 air energy control, inc.
creating a cleaner workplace



Prepared For: Chief Al Babe
 Prepared by: Dean Havnen
 Date: 12/12/2019

Proposal for City of Burlington Fire Department - Plymovent Vehicle Exhaust Removal System

Hastings Core Focus:

Providing innovative solutions that create healthier lives for workers and energy savings for employers.



Engineered Solutions Down & Backdraft Tables Vehicle Exhaust Systems Replacement Filters & Parts	Dust / Wet Collectors Air Filtration Products Ventilation Equipment Industrial Vacuum Systems	Automation & Energy Controls Remote Monitoring Access Installation & Service Industrial Flex Hose
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Experience + Service = Results

www.hastingsair.com
 262.364.0500



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creating a cleaner workplace

P: 800.236.8450 / 262.364.0500
 F: 800.260.9199 / 262.364.0550
 www.hastingsair.com

Regionally Serving Illinois | Indiana | Iowa | Kentucky | Michigan | Minnesota | Missouri | North and South Dakota | Ohio | Wisconsin

Ship To:

Burlington (City) Fire Department
 165 West Washington Street

165 West Washington Street

Date: 12/12/2019
 Sales Person: Dean Havnen
 Quote: QUO-06800-G3Q4B4
 Expires: 12/31/2019

Burlington, WI 53105-1445

Burlington, WI 53105-1445

Quote Per Request

The proposal includes the design, manufacture and installation of a vehicle exhaust extraction system which allows nine (9) vehicles with under carriage exhaust to be connected.

Scope

System includes:

- (2) 65ft Straight Rail systems complete with two vehicle connections per rail
- (2) 60ft Straight Rail systems complete with two vehicle connections per rail
- (1) 50ft Straight Rail systems complete with one vehicle connection
- (1) 10hp exhaust fan complete with silencer & back-draft damper.
- (1) Control panel and low voltage control sensors for system activation
- (1) Uni-Filter box

All mechanical installation, electrical line voltage wiring and tailpipe modifications included.

System warranty is 5 YEARS PARTS and LABOR on all system components and 10 YEAR on all aluminum extrusions.

Part #	Description	Qty
VE-STRA-50	Straight Rail System 50 Includes: 2- 19' of Extruded Aluminum Profile 1- 9.5' of Extruded Aluminum Profile 1- End Socket w/ Sealing Lid and Rubber End stop (Rear) 100' Rubber Lip 5- Top Suspension Mounts 2- Rail Splicing Sleeve (Internal) Note: Must order end cap of choice, rubber bumper or hydraulic shock separately.	1.0
VE-STRA-60	Straight Rail System 60 Includes: 3- 19' of Extruded Aluminum Profile 1- End Socket w/ Sealing Lid and Rubber End stop (Rear) 120' Rubber Lip 6- Top Suspension Mounts	2.0



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	2- Rail Splicing Sleeve (Internal) Note: Must order end cap of choice, rubber bumper or hydraulic shock separately.	
VE-STRA-65	Straight Rail System 65 Includes: 3- 19' of Extruded Aluminum Profile 1- 4.75' of Extruded Aluminum Profile 1- End Socket w/ Sealing Lid and Rubber End stop (Rear) 130' Rubber Lip 6- Top Suspension Mounts 3- Rail Splicing Sleeve (Internal) Note: Must order end cap of choice, rubber bumper or hydraulic shock separately.	2.0
VE-STRA-PG-UH41	STRA UPPER HOSE PACK - PNEUMATIC GRABBER. 4" ST HOSEPACK FOR 1 DROP INCLUDES: UPPER HOSE, CRAB, HOSE CLAMPS, MJETAL SADDLE & BALANCER	1.0
VE-STRA-PG-UH42	STRA UPPER HOSE PACK - PNEUMATIC GRABBER. 4" ST HOSEPACK FOR 2 DROP INCLUDES: UPPER HOSE, CRAB, HOSE CLAMPS, MJETAL SADDLE & BALANCER	4.0
VE-XX-MH410	SBTA. STRA. VSRX MID HOSE PACK 4" ST HOSE X 10' INCLUDES HOSE & CLAMPS	9.0
VE-XX-PG-LH64HT	SBTA/STRA LOWER HOSE PACK - PNEUMATIC. 6.25" PG, 4" HT HOSE - INCLUDES: PG ASSEMBLY, LOWER HOSE, SAFETY DISCONNECT HANDLE (sdch) WITH MFD VALVE & CLAMPS	9.0
FAN-086N	TEV Fan, 10 Hp, 3450 Rpm, 208-230/460V, 3Ph, 60Hz, Tefc Motor.	1.0
ADAP-037	Rectangular To Round (16" Dia Male Fitting) Transition For Tev 7 Series Fans	1.0
DAMP-034	Damper, backdraft 6" BDD/One per drop on STRA	9.0
DAMP-046A	Damper - Backdraft - 12"	1.0
SIL-12A	Silencer - 12" - 12x16x36	1.0
VE-CP-040	Control operation system for 10HP-208V-240V 3PH 26 AMP	1.0
CON-002	Connector, T, 6mmX6mmX6mm	9.0
CON-010	Connector, Female Quick Connect	1.0
REG-002	Regulator Filter/Dryer w/Auto Drain valve SBTA	1.0
SEN-002	Engine Pressure Sensor Assembly w/ear clips	9.0
STOP-004	End Stop with Sealing Lid and Rubber Bumper	5.0
VE-LEG-PV1	Sq Alumn Leg Tube, 1.2" Sq. X 19' Long, Extruded Alumn, Field Cut To Req'D LengthH	8.0
VE-WRK-R08	Wireless Receiver w/3 relays, 2400 MHZ with enclosure.	1.0
VE-WRK-T09	Transmitter, Remote, 2.4 GHZ w/spade lugs	9.0
INST-M	Mechanical installation to include: mounting & bracing of the equipment, all exhaust ducting, mounting of the exhaust fan & control panel, all system pneumatics and all control wiring.	1.0
INST-E	Electrical line voltage wiring of (1) 10hp exhaust fan & (1) control panel.	1.0
INST-TPM	Tailpipe modifications provided for the nozzle attachment. Includes all material and labor for complete modifications.	1.0
FRT	Freight	1.0



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LIFT	Lift Usage Charges	1.0
FBA000009	95% bag filter 10 pockets with loops, 24" x 24" x 30" (Exact). Used in Fire - filter boxes	1.0
FMA000003	Aluminum mesh pre-filter, 24" x 24" x 2" (Exact). Used in Fire - filter boxes	1.0

TOTAL TURNKEY PRICE: \$92,000.00

NOTE: Shipping and Tax are NOT INCLUDED.

I have read the terms page, a single, separate page from the pricing, and I accept the terms and conditions of this quotation.

Signed: _____
 Name: _____ Title: _____

Terms:
 _____ Prepay - 3% Discount:
 _____ Net 30 Days from Shipment
 _____ Visa/Mastercard/Discover

Purchase Order # _____

Thank you for considering Hastings.

Please remit to:
Hastings Air-Energy Control, Inc.
5555 S. Westridge Drive
New Berlin, WI 53151-7900

TERMS:

Freight for equipment is FOB destination. Hastings will deliver with our truck. Future parts or filter orders will ship prepaid and add.

Normal delivery is 8 to 10 weeks after receipt of confirming purchase order or prepayment check.

Warranty is per manufacturer specifications. Contact representative for more details.

Payment terms are 3% discount for prepayment with order, or net 30 from date of start up. Payment terms discount (3%) does not apply if the payment is made with a credit card. A 1 ½ % per month finance charge will be assessed on all invoice balances outstanding past 30 days.

Price does not include sales tax. Please provide municipality's tax exemption certificate.

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DATE: January 7, 2020

SUBJECT: **RESOLUTION 4980(33)** - To approve Amendment Number One to the Development Agreement for the Glen at Stonegate Subdivision Addition No. II.

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

BACKGROUND/HISTORY:

In reviewing the letter of credit reduction request from Birchwood Realty, LLC for the Glen at Stonegate Subdivision Addition II, it was discovered that the development agreement for this project did not contain language regarding the completion of the final lift of asphalt surface. This amendment to the development agreement adds the following language:

1. The Final Lift. The Developer shall, at its own cost and expense, construct and install the Final Lift on all of the streets within the Subdivision on or before the date of the first of the following two events to occur:

- a) The attainment of the date of June 30, 2022; or
- b) The attainment of the date on which Certificates of Occupancy have been issued by the City for 75% of the total number of lots (whether improved or not improved) in the Subdivision.

2. Possible Needed Repairs to the Binder. Prior to the Developer timely constructing and installing the Final Lift, its designated contractor(s), and the City’s Engineer shall jointly inspect and review the condition of the Binder and any sections of the same possibly needing to be repaired by the Developer prior to the installation of the said Final Lift. The City of Burlington Common Council shall then make a final determination of what sections of the Binder shall be repaired (to the satisfaction of the City’s Engineer), at the Developer’s cost and expense, prior to the installation by the Developer of the Final Lift.

3. The Letter of Credit (“LOC”). The Developer shall, until such time as all of the Developer’s duties and obligations imposed under the Agreement and this Amendment are fully complied with, continue to timely renew and keep in full force and effect the LOC.

This language is meant to protect the City should the developer go defunct and not be able to complete the final lift. All other terms, conditions and provisions of the Development Agreement shall remain in full force and effect.

BUDGET/FISCAL IMPACT:

An irrevocable letter of credit will remain with the city for the Glen at Stonegate Subdivision Addition II, which incorporates any remaining items and quantities for the project, plus a 15% contingency.

RECOMMENDATION:

Staff recommends approval of this amendment to the development agreement.

TIMING/IMPLEMENTATION:

This item is for discussion at the January 7, 2020 Committee of the Whole meeting, and is scheduled for final consideration at the January 21, 2020 Common Council meeting.

Attachments

- RES 4980(33) Stonegate Amendment Agreement
- Development Agreement Amendment One

**A RESOLUTION APPROVING AMENDMENT NUMBER ONE TO
THE DEVELOPMENT AGREEMENT FOR THE
GLEN AT STONEGATE SUBDIVISION ADDITION NO. II**

WHEREAS, the City of Burlington adopted Resolution No. 4935(37) on March 5, 2019 approving the Development Agreement and Final Plat for the Glen at Stonegate Subdivision Addition No. II; and,

WHEREAS, the City of Burlington requires the final layer of asphaltic pavement be constructed on all of the streets within the Subdivision on or before the date of the first of the following two events to occur i) the attainment of the date of June 30, 2022; or ii) the attainment of the date on which Certificates of Occupancy have been issued by the City for Seventy-Five Percent (75%) of the total number of lots (whether improved or not improved) in the Subdivision, as shown in the attached agreement, hereto attached at Attachment "A"; and,

WHEREAS, prior to the Developer timely constructing and installing the Final Lift, the Developer, its designated contractor(s), and the City's Engineer shall jointly inspect and review the condition of the Binder and any sections of the same possibly needing to be repaired by the Developer prior to the installation of the said Final Lift; and,

WHEREAS, the Developer shall, until such time as all of the Developer's duties and obligations imposed under the Agreement and this Amendment are fully complied with, continue to timely renew and keep in full force and effect the LOC.

NOW THEREFORE BE IT RESOLVED by the Common Council of the City of Burlington, Racine County Wisconsin that Amendment Number One of the Development Agreement for the Glen at Stonegate Subdivision Addition No. II, hereto attached as Attachment "A", is hereby approved.

BE IT FURTHER RESOLVED that all of the terms, conditions and provisions of the Development Agreement dated March 5, 2019 shall remain in full force and effect to the extent those terms, conditions and provisions are not inconsistent with the terms, conditions and provisions of this amendment.

Introduced: January 7, 2020

Approved:

Jeannie Hefty, Mayor

Attest:

Diahn Halbach, City Clerk

AMENDMENT NUMBER ONE TO THE DEVELOPMENT AGREEMENT
FOR THE GLEN AT STONEGATE, ADDITION NO. II, SUBDIVISION

This Amendment (the “Amendment”) is made and entered into by and between BIRCHWOOD REALTY, LLC, a Wisconsin limited liability company (the “Developer”), with its registered office located at 1280 Serena Lane, Burlington, Wisconsin; and the CITY OF BURLINGTON, a municipal corporation organized under the laws of the State of Wisconsin (hereinafter, the “City”), with its City Hall located at 300 North Pine Street, Burlington, Wisconsin 53105.

Introduction

On March 5, 2019, the Developer and the City entered into a Development Agreement (the “Agreement”) for the Glen at Stonegate Subdivision, Addition No. II (the “Subdivision”).

The Agreement states, in part, in Section II – Required Improvements, Section B – Streets, Subparagraph No. 2, that the “...street improvements will be made and a first lift of asphaltic concrete pavement will be placed on the streets no later than October 1, 2019.”

This “first lift” described above, hereinafter referred to as the “Binder”, was timely done by the Developer. The Developer and the City, however, have had several discussions regarding the optimal timing for the Developer to do the “second lift” of asphaltic concrete pavement, hereinafter referred to, and commonly known as, the “Final Lift”.

The discussions cited above also focused on the Letter of Credit (the “LOC”), a copy of which is attached hereto as Exhibit A, that was delivered by the Developer to the City, pursuant to the provisions of Section V – Financial Guarantee of the Agreement. The Developer has requested

the City to reduce the amount of the LOC. Presently, the LOC is in the guaranteed amount of Four Hundred Twenty Eight Thousand Six Hundred Twenty Four Dollars and Fifty Five Cents (\$428,624.55).

The City's Engineer has confirmed that a reduction of the LOC is warranted in the amount of Sixty Eight Thousand Nine Hundred Eighty Nine Dollars and Sixty Five Cents (\$68,989.65). This reduction is based on work that the Developer has recently performed, to the satisfaction of the City's Engineer.

The Developer has also requested that the LOC be reduced in light of the Binder that the Developer has installed and constructed in the streets of the Subdivision. This Binder work was not included in the reduction of the LOC noted above. After discussions between the Developer and the City staff, and after a detailed consultation by the City's staff with the City's Engineer, the City's staff is recommending to the City of Burlington Common Council a further reduction of the LOC, in recognition of the Developer's completed Binder work, in the amount of Forty Five Thousand Eight Hundred Seventy Three Dollars and Fifty Cents (\$45,873.50).

This further reduction of Forty Five Thousand Eight Hundred Seventy Three Dollars and Fifty Cents (\$45,873.50) for the Developer's Binder work represents Fifty Percent (50%) of the cost of that said work. The remaining Fifty Percent (50%) is still being retained in the LOC by the City, in the event repairs have to be made to one or more sections of the Binder prior to the Developer installing and constructing the Final Lift in the streets of the Subdivision. This retained Fifty Percent (50%) is projected to be more than enough to cover any such required repairs to the Binder, as noted above, and especially in light of the other terms and provisions of this Amendment. And in any event, the Agreement makes the Developer responsible for the entire repair cost of the Binder, no matter what amount that cost may be.

The above-noted reduction of the LOC, in the amount of Sixty Eight Thousand Nine Hundred Eighty Nine Dollars and Sixty Five Cents (\$68,989.65), for the work recently done by the Developer, and the further reduction of the LOC in the amount of Forty Five Thousand Eight Hundred Seventy Three Dollars and Fifty Cents (\$45,873.50), representing Fifty Percent (50%) of the cost of the Binder work done by the Developer, would result in a new and reduced amount of the LOC in the amount of Three Hundred Thirteen Thousand Seven Hundred Sixty One Dollars and Forty Cents (\$313,761.40).

The terms and provisions, described above and below, for this Amendment to the Agreement have been consented to by the Developer and City staff, and are being presented to the City of Burlington Common Council for its consideration and possible approval.

Amendment

1. Introduction. The foregoing “Introduction” is true and correct, and is hereby incorporated herein by reference (including Exhibit A).

2. The Final Lift. The Developer shall, at its own cost and expense, construct and install the Final Lift on all of the streets within the Subdivision on or before the date of the first of the following two events to occur:

- a) The attainment of the date of June 30, 2022; or
- b) The attainment of the date on which Certificates of Occupancy have been issued by the City for Seventy Five Percent (75%) of the total number of lots (whether improved or not improved) in the Subdivision.

3. Possible Needed Repairs to the Binder. Prior to the Developer timely constructing and installing the Final Lift, as described in above Paragraph No. 1, the Developer, its designated

contractor(s), and the City's Engineer shall jointly inspect and review the condition of the Binder and any sections of the same possibly needing to be repaired by the Developer prior to the installation of the said Final Lift. The City of Burlington Common Council shall then make a final determination of what sections of the Binder shall be repaired (to the satisfaction of the City's Engineer), at the Developer's cost and expense, prior to the installation by the Developer of the Final Lift.

4. The Letter of Credit ("LOC"). The Developer shall, until such time as all of the Developer's duties and obligations imposed under the Agreement and this Amendment are fully complied with, continue to timely renew and keep in full force and effect the LOC, in the amount of Three Hundred Thirteen Thousand Seven Hundred Sixty One Dollars and Forty Cents (\$313,761.40), or such reduced amount as the City may, from time to time, approve. The Developer shall renew the LOC at least Sixty (60) Days prior to the expiration date of the then-existing LOC. Should the Developer fail to timely so renew the LOC, then the City may, should it so elect, place a claim for the entire remaining amount of monies payable to the City under the said LOC.

5. Immediate Reduction of the Letter of Credit ("LOC"). The LOC attached hereto as Exhibit A is hereby reduced from the amount of Four Hundred Twenty Eight Thousand Six Hundred Twenty Four Dollars and Fifty Five Cents (\$428,624.55) to the new lower amount of Three Hundred Thirteen Thousand Seven Hundred Sixty One Dollars and Forty Cents (\$313,761.40), for the reasons described above. As required by the Agreement, this amount includes a Fifteen Percent (15%) contingency fee for the cost of the said remaining work.

6. Amendment of the Agreement. The terms and provisions of the Agreement are amended by this Amendment (i) as expressly stated herein, and/or (ii) as may otherwise be necessary to

make effective the provisions of this Amendment. The Agreement, as so amended, shall then continue in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed this _____ day of January, 2020.

DEVELOPER:
Birchwood Realty, LLC

CITY:
City of Burlington, Wisconsin

By: _____
Jared Hamill, Member

By: _____
Jeannie Hefty, Mayor

By: _____
Chris Conigliaro, Member

Attest: _____
Diahn Halbach, City Clerk

Acknowledgement

State of Wisconsin)
) ss.
County of Racine)

Personally came before me on this _____ day of January, 2020, the above-named Jared Hamill and Chris Conigliaro, Members of Birchwood Realty, LLC, to me known to be the persons who executed the foregoing instrument and acknowledged that they executed the same as the authorized Members on behalf of the Developer, by its authority.

Notary Public, State of Wisconsin
My commission _____

State of Wisconsin)
) ss.
County of Racine)

Personally came before me on this _____ day of January, 2020, the above-named Jeannie Hefty and Diahnn Halbach, Mayor and City Clerk, respectively, of the City of Burlington, to me known to be the persons who executed the foregoing instrument and acknowledged that they executed the same on behalf of the City of Burlington, by its authority.

Notary Public, State of Wisconsin
My commission _____



DATE: January 7, 2020

SUBJECT: RESOLUTION 4981(34) - To approve Reduction Number Two to the Letter of Credit for the roadway, sanitary sewer and water main utility infrastructure improvements for the Glen at Stonegate Subdivision, Addition No. II.

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

BACKGROUND/HISTORY:

On March 5, 2019, the Council approved a Development Agreement and Final Plat for the Glen at Stonegate Subdivision, Addition No. II with Birchwood Realty, LLC. As part of this agreement, an Irrevocable Letter of Credit (LOC) in the amount of \$1,037,411.55 was required, which is equal to 115% of the City Engineer's estimate of the total cost of installation of public construction.

Nancy Washburn, on behalf of Birchwood Realty, LLC has requested a reduction to the letter of credit for the Glen at Stonegate Subdivision, Addition No. II. The developer is requesting a reduction from \$428,624.55 to \$178,182.15. Kapur, City Engineer, whose memorandum is attached, has reviewed the letter of credit reduction request and recommends approval of the request. In the City Engineer's review of the previously reduced amount of the LOC, the amount of work remaining to complete the project, and the cost to complete the remaining work, they recommend the letter of credit for the Glen at Stonegate, Addition No. II be reduced \$114,863.45 from \$428,624.55 to \$313,761.40. This amount is based on remaining items and quantities necessary to complete the project (asphalt replacement if necessary, asphalt surface, sidewalk, curb & gutter, utility adjustments, erosion control removal, planting trees, etc.). This also includes the 15% contingency requirement per the development agreement.

Lien Waivers have been provided for the complete reduction amount and were included as part of this request. The reduction to the letter of credit does not constitute an acceptance of utilities or roadway. All public infrastructure will be accepted upon completion of the project, which includes all testing, receipt of as-built drawings, and final approval of all punch list items.

BUDGET/FISCAL IMPACT:

The developer is requesting a reduction of \$114,863.45 from the remaining amount of \$428,624.55 to have a remaining balance of \$313,761.40, which includes the 115% required contingency of public infrastructure yet to be completed.

RECOMMENDATION:

The City Engineer and staff recommend approval of the reduction to the letter of credit.

TIMING/IMPLEMENTATION:

This item is for discussion at the January 7, 2020 Committee of the Whole meeting, and is scheduled for final consideration at the January 21, 2020 Common Council meeting.

Attachments

- RES 4981(34) Stonegate Letter of Credit
- Kapur Memorandum
- Request from Birchwood Realty, LLC

A RESOLUTION APPROVING A REDUCTION IN THE LETTER OF CREDIT FOR THE ROADWAY, SANITARY SEWER AND WATER MAIN UTILITY INFRASTRUCTURE IMPROVEMENTS FOR THE GLEN AT STONEGATE SUBDIVISION, ADDITION NO. II

WHEREAS, inspection and testing of these roadway and utility installations was completed on or before December 3, 2019; and

WHEREAS, the City Engineer has recommended a reduction in the Letter of Credit for The Glen at Stonegate Subdivision Addition No. II's roadway, sanitary sewer and water main; and,

WHEREAS, the remaining Letter of Credit, in the amount of \$313,761.40, will be retained until further release by the City and is sufficient to cover the remaining infrastructure improvements; and,

WHEREAS, the developer, Birchwood Realty, LLC, will remain responsible to complete repairs to the infrastructure and, for completion of punch list items, as required by the Engineer until full and formal acceptance of the project by the City Council; and,

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Common Council of the City of Burlington that the aforementioned reduction in the Letter of Credit is approved.

Introduced: January 7, 2020
Adopted:

Jeannie Hefty, Mayor

Attest:

Diahn Halbach, City Clerk

Memo to the City of Burlington

To: Megan Watkins, Assistant City Administrator **Date:** December 3, 2019
From: Greg Governatori
CC: Carina Walters, John Bjelajac, Peter Riggs, Mike Timmers
Subject: Reduction of Letter of Credit, Draw #2 – Glen at Stonegate Addition No. 2

As requested by Birchwood Realty, LLC a review of materials for a reduction of the letter of credit (LOC) has been completed. The work included in the request has been completed, reviewed and verified by Kapur. Birchwood Realty, LLC is requesting a reduction from \$428,624.55 to \$178,182.15.

In reviewing the previously reduced amount of the LOC, the amount of work remaining to complete the project, and the cost to complete the remaining work, we recommend the letter of credit for the Glen at Stonegate, Addition No. 2 be reduced from \$428,624.55 to **\$313,761.40**. This amount is based on remaining items and quantities necessary to complete the project (asphalt replacement if necessary, asphalt surface, sidewalk, curb & gutter, utility adjustments, erosion control removal, planting trees, etc.). This also includes the 15% contingency requirement per the development agreement.

Lien Waivers have been provided and were included as part of this request.

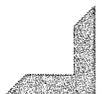
This letter is for notification of reduction of LOC and does not constitute an acceptance of utilities or roadway.

Please contact me if you have any questions or concerns.

Sincerely,
Kapur & Associates, Inc.



Greg Governatori, P.E.
Associate





Glen at Stonegate Addition II - Estimate for LOC Reduction

Partial Replacement of Asphalt Binder - Assumed 50% removal & repave
City of Burlington, Racine County, Wisconsin

Road Work				LOC Amt - Engineer's Est	
Item No.	Item Description	Unit	Remaining Qty.	Bid Unit \$	Bid Total \$
	Remove Asphalt Binder Full Depth	SY	3000	\$ 2.50	\$ 7,500.00
	1.75" HMA Pavement Type 3LT 58-28 S	TN	630	\$ 83.00	\$ 52,290.00
	2.25" HMA Pavement Type 4LT 58-28 S	TN	400	\$ 79.00	\$ 31,600.00
	Concrete Curb & Gutter 30-Inch Type D	LF	92	\$ 48.00	\$ 4,416.00
	Concrete Sidewalk 4-Inch	SF	14670	\$ 9.00	\$ 132,030.00
	Silt Fence Removal	LF	2400	\$ 1.00	\$ 2,400.00
	Landscaping Trees	EACH	66	\$ 300.00	\$ 19,800.00
SUBTOTAL - Road Work				\$	250,036.00
Sanitary Sewer				LOC Amt - Engineer's Est	
Item No.	Item Description	Unit	Bid Qty.	Bid Unit \$	Bid Total \$
	Sanitary MH Adjustment	EACH	9	\$ 850.00	\$ 7,650.00
	Sanitary MH Seal	EACH	9	\$ 600.00	\$ 5,400.00
SUBTOTAL - Sanitary				\$	13,050.00
Watermain				LOC Amt - Engineer's Est	
Item No.	Item Description	Unit	Bid Qty.	Bid Unit \$	Bid Total \$
	Water Valve Box Adjustment	EACH	6	\$ 250.00	\$ 1,500.00
SUBTOTAL - Water				\$	1,500.00
Storm Sewer				LOC Amt - Engineer's Est	
Item No.	Item Description	Unit	Bid Qty.	Bid Unit \$	Bid Total \$
	Storm MH Adjustment	EACH	7	\$ 550.00	\$ 3,850.00
	Storm Inlet Adjustment	EACH	8	\$ 550.00	\$ 4,400.00
SUBTOTAL - Storm				\$	8,250.00
SUBTOTAL				\$	272,836.00
15% Contingency per Developer's Agreement				\$	40,925.40
TOTAL - LOC				\$	313,761.40

PARTIAL WAIVER OF CONSTRUCTION LIEN

§779.05, Wis. Stats.

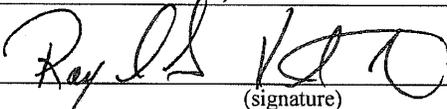
Date: **September 6, 2019**

- 1. Claimant's Name: **Payne & Dolan, Inc.**
 Claimant's Address: **1700 120th Avenue, Kenosha, WI 53144**
- 2. Property Improved by Contractor's Work (check one):
 Street address: **The Glen at Stonegate**
 Legal description attached.
- 3. Contractor's Work furnished at the request of: (name of party which requested or contracted for work)

**BIRCHWOOD REALTY C/O MCHOME BUILDERS LLC
5008 Green Bay Rd., Suite 101
Kenosha, WI 53144**

- 4. Waiver of lien rights, contingent upon receipt of payment, is made for (select one):
 The following work:
 (insert description of type of labor, services, material, plans or specifications supplied by Contractor, including percentage performed dollar value, and dates as necessary to accurately describe the Work being waived, stating exceptions, if any)
 All Work to date of this Waiver in the amount of: **\$171,348.30**
- 5. Title Companies, Lenders or others may require disclosure of the Contractor's subcontractors and material suppliers before disbursement of funds related to the Contractor's above-described Work. If so required, specify name(s) of Contractor's subcontractors and material suppliers furnishing any portion of the Work being waived:
 (attach additional sheets if necessary)

CONTRACTOR NAME: **PAYNE & DOLAN, INC.**

By: 
(signature)

Authorized Agent's Name: **Raymond A. Postotnik**
(print name of person signing above)

Title: **Agent**

Address: **1700 120th Avenue, Kenosha, WI 53144**

Telephone Number: **262-859-3081**

NOTE: This is a conditional waiver of lien rights in that the validity of this waiver is dependent upon the actual receipt of payment. If the check issued is returned "NSF" or payment stopped, this waiver of lien is void.

§779.05 Waivers of Lien. Provides, in part "(1) Any document signed by a lien claimant or potential claimant and purporting to be a waiver of construction lien rights under this subchapter, is valid and binding as a waiver whether or not consideration was paid therefor and whether the document was signed before or after the labor or material was furnished or contracted for. Any ambiguity in such document shall be construed against the person signing it. Any waiver document shall be deemed to waive all lien rights of the signer for all labor, services, material, plans or specifications performed, furnished or procured, or to be performed, furnished or procured by the claimant at any time for the improvement to which the waiver relates, except to the extent that the document specifically and expressly limits the waiver to apply to a particular portion of such labor, services, material, plans or specifications. A lien claimant or potential lien claimant of whom a waiver is requested is entitled to refuse to furnish a waiver unless paid in full for the labor, services, material, plans or specifications to which the waiver relates. A waiver furnished is a waiver of lien rights only, and not of any contract rights of the claimant otherwise existing."

Contractor's failure to pay its subcontractors or material suppliers from monies received for its Work may result in civil or criminal liability under Wisconsin's theft by contractor statute, §779.02(5), Wis. Stats.

Conditional Release

Date: 9/5/1949

Upon receipt by the undersigned of a check from Birchwood Realty LLC in the sum of: \$120,060.95

payable to: Reesman's Excavating & Grading and when the check has been properly endorsed and

paid by the bank upon which it is drawn, this document shall become effective to release any construction lien, stop notice, or

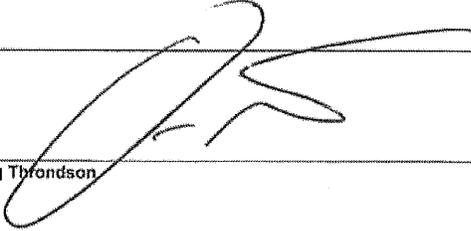
bond right the undersigned has on the job of: The Glen at Stonegate Addition #2 located at:

Stonegate Road and Ravenswood Road, Burlington, WI

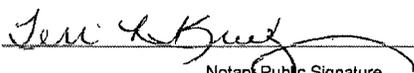
This release covers a progress payment to the undersigned for all labor, services, equipment or material furnished to the owner through 9/1/2019

only and does not cover any retentions retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully execute by the parties prior to the release date are covered by this release unless specifically reserced by the claimant in this release. This release of any contractor's lien, stop notice, or bond right shall not otherwise affect the contrac rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract undersigned to recover compensation for furnished labor, services, equipment or material was not compensated by the progress payment.

Before any recipient of this document relies on it, the party should verify evidence of payment to the undersigned.


Doug Thronson

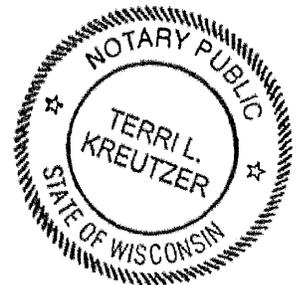
CFO


Notary Public Signature

Terri. L. Kreutzer
Printed Name

1/23/21
Commission Expires

Reesman Excavating & Grading
28815 Bushnell Road
Burlington, WI 53105
262 539 2124



October 4, 2019

Ms. Megan Watkins
Assistant City Administrator
City of Burlington
300 N. Pine Street
Burlington, WI 53105

Re: Glen at Stonegate – LLOC Reduction

Dear Ms. Watkins:

Pursuant to the terms of our Development Agreement, Birchwood Realty, LLC is requesting reduction in the LLOC on file with the City.

Enclosed are Lien Waivers from Reesman Excavating and Payne and Dolan showing payment. Based on those pay requests and your LLOC Breakdown we are requesting reduction as follows:

- 1) Road Work: Reduce from to \$291,717.00 to \$135,417.00. Reflects installation of curb and gutter and binder asphalt.
- 2) Sanitary Sewer: Reduce from \$25,000.00 to \$2,315.00 to reflect Year 2 adjustments for final Lift. This amount is reflected in the contract with Reesman Excavating.
- 3) Watermain: Reduce from \$40,000.00 to \$1,209.00 reflect Year 2 adjustments for final lift.
- 4) Storm Sewer: Remain at \$16,000. No further reduction.

Total Reduction from \$428,624.55 to \$178,182.15 which includes 15% Contingency.

Also attached is a copy of the LLOC breakdown with the **items remaining** highlighted.

Thank you for your prompt attention to this request. Please advise as to next steps or anything we are missing.

Respectfully submitted,

Nancy Washburn
Land Development Administration, SP

Cc: Mike Timmers, Kapur & Associates
Birchwood Realty, LLC
Peter Riggs, City of Burlington, Director of Public Works



DATE: January 7, 2020

SUBJECT: RESOLUTION 4982(35) - To approve a Resolution Authorizing the Application to the Wisconsin Economic Development Corporation Community Development Investment Grant for 700 N. Pine Street (Low Daily, LLC) Redevelopment Project.

SUBMITTED BY: Carina Walters, City Administrator

BACKGROUND/HISTORY:

In order to submit an application to the Wisconsin Economic Development Corporation for the Community Development Investment Grant or CDI Grant, the Common Council must approve a Resolution authorizing the submittal. The Common Council has approved such grant applications for the Mercantile and Coffee House within the last 7 years that have received funding towards renovations that have had lasting impacts to the City's Historic Downtown.

This evening, Laura Million of Racine County Economic Development Corporation (RCEDC) will provide an overview of the project seeking Council support.

BUDGET/FISCAL IMPACT:

As a part of the Community Development Investment Grant Application WEDC requirements, the Common Council must approve the application, a Developers Agreement, that outlines the responsibilities of the developer and reimbursement of the grant funding. The City, who oversees the project and its costs, is the financial conduit who reimburses the Developer with CDI funds. The City is not financially responsible for any project costs.

RECOMMENDATION:

Staff recommends approval of the CDI Grant application.

TIMING/IMPLEMENTATION:

This item is for discussion at the January 7, 2020 Committee of the Whole meeting, and is scheduled for final consideration at the January 21, 2020 Common Council meeting.

Attachments

RES 4982(35) WEDC Grant Application 700 N Pine

RCEDC memorandum

Letter of Support

A RESOLUTION AUTHORIZING THE APPLICATION FOR THE WISCONSIN ECONOMIC DEVELOPMENT CORPORATION COMMUNITY DEVELOPMENT INVESTMENT GRANT FOR THE 700 N. PINE STREET (LOW DAILY, LLC) REDEVELOPMENT PROJECT

WHEREAS, The Wisconsin Economic Development Corporation has available Community Development Investment Grants; and,

WHEREAS, Low Daily, LLC has a project that is eligible for a WEDC Community Development Investment Grant; and,

WHEREAS, the City of Burlington's Downtown Strategic Plan calls for the promotion of downtown redevelopment projects through the use of grant dollars, and;

WHEREAS, the Common Council has determined that entering into an agreement with Low Daily, LLC for the management of grant funds advances the strategic goals of the City; and,

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Burlington that the application for the Wisconsin Economic Development Corporation Community Development Investment Grant for the Low Daily, LLC project be approved and the Mayor will submit a letter of support of the project on behalf of the Council.

BE IT FURTHER RESOLVED that the Mayor is authorized to sign the Low Daily, LLC project grant application and provide a letter of support on behalf of the Council in support of the project.

Introduced: January 7, 2020
Adopted:

Jeannie Hefty, Mayor

Attest:

Diahn Halbach, City Clerk

MEMORANDUM

TO: MAYOR JEANNIE HEFTY
BURLINGTON COMMON COUNCIL

FROM: LAURA MILLION, RCEDC

RE: REQUEST TO SUBMIT WEDC CDI GRANT APPLICATION FOR 700 N PINE STREET

DATE: DECEMBER 16, 2019

The purpose of this memo is to request approval from the Council to submit an application for a Community Development Investment (CDI) grant from the Wisconsin Economic Development Corporation (WEDC). The grant would facilitate the redevelopment of 700 North Pine Street into a craft brewery and tap room, resulting in new investment in the community and providing a destination which will drive additional foot traffic in Burlington's downtown.

Following is a summary of the project and the CDI grant application deadlines and eligibility requirements.

PROJECT OVERVIEW

The creation of Low Daily Brewery and Taproom at 700 North Pine Street is directly linked to Tim Sullivan's passion for craft beer and his interest in returning to Burlington, his hometown. Tim, the primary owner of Low Daily LLC, spent the last 5 years working in the craft beer industry and has honed the skills necessary to create a vibrant business that will bring added enthusiasm to the city. Low Daily benefits not only from Tim's industry expertise, but also the support of Tim's parents, both life-long active community members. Bob and Pat Sullivan are helping Tim on the project that will restore one of Burlington's historic buildings and aims to make a lasting positive impact. The Sullivan's purchased 700 North Pine Street as BobPat LLC in the heart of downtown in early 2019.

The historic 7,700 SF two-story building is perfect for a small brewery and taproom on the first floor and allows room for the brewery to grow. The Sullivan's are working with PSG to plan and manage the project. Construction is expected to start in early 2020 with a planned opening of the Tap Room by

summer 2020. The proposed development agreement with the City notes that the project will be completed by September 30, 2020.

Estimated investment in the total project is \$1.3 million. Renovations costs eligible for grant consideration total \$685,074. Renovations for this phase of the project will focus on interior upgrades required on the first floor. Future phases may include updates to the 2nd Floor and the façade.

In this phase of construction, the building conversion requires significant investment in plumbing, electrical, and fire sprinkler. At the same time Low Daily needs to invest in brewhouse equipment for the business. The proposed \$171,000 CDI grant will be used to offset eligible construction costs and enable Low Daily to attract the necessary financing resources to fund the remaining renovation costs and equipment needs. In addition to resources from the Sullivans, Tim Sullivan plans to secure financing through a local bank and through the new Burlington Revolving Loan Fund and RCEDC's Business Lending Partners (BLP) finance division. A preliminary financing structure has been discussed with a local bank and BLP. The business plan has been reviewed by UW-Parkside's SBDC.

CDI GRANT INFORMATION

Communities are eligible to apply for the Community Development Investment Grant from the WEDC in order to support projects of importance to the community. Generally, only one grant per community is funded per year. In the past the City of Burlington has received funds to assist with the redevelopment of the Mercantile and the Coffee House with this program. Additional information regarding the grant are noted below:

1. Grants support urban, small city and rural community redevelopment efforts with an emphasis on downtown community driven efforts.
2. Funding of up to 25% of eligible project costs.
3. Funded projects should lead to measurable benefits in job opportunities, property values and/or leveraged investment by public and private partners.
4. Eligible applicants include municipalities.
5. Match requirement: 3:1 investment in project costs.
6. Eligible activities: renovation, historic preservation, demolition, new construction and infrastructure investment.

7. Eligible projects: development of significant destination attractions; rehabilitation and reuse of underutilized or landmark buildings; infill development, historic preservation, infrastructure efforts, and mixed-use developments.
8. Maximum award: \$250,000 per project per community per year
9. Due date: Rolling application
10. Awards announced: Minimum 8 weeks after application submission
11. Evaluation criteria:
 - a. Impact on the community
 - b. Financial justification
 - c. Previous planning efforts
 - d. Readiness to proceed
 - e. Involvement of public-private partnerships
 - f. Other factors determined by WEDC
12. The City will be expected to submit annual performance reports documenting capital investment, assessed taxable property values, as well as any other contract deliverable. WEDC may also require an audit of the project. The City will handle grant disbursements on a reimbursement basis. Any audit costs will be born by Low Daily, LLC.
13. A developers agreement has been drafted for the Common Council's consideration which defines the roles and responsibilities of Low Daily LLC and the City of Burlington if the grant is awarded.

REQUEST

Assistance from the CDI grant will assist in advancing elements of Burlington's 2016 Downtown Strategic Plan. Specifically, the downtown plan notes the need to promote building facade and interior maintenance activities; attract retail, food, entertainment and destination business offerings; create a destination/gathering spot in downtown; reduce storefront vacancy; and increase tourism. In addition, the plan identifies the Old Standard Press Building at 700 North Pine Street as a renovation/redevelopment opportunity in downtown. The Low Daily project is expected to result in redevelopment of 700 North Pine Street and the establishment of an experience driven destination which adds to the offerings in downtown Burlington, attracting residents and visitors to the community.

The Council is requested to approve a resolution allowing submission of WEDC CDI Grant application by the City of Burlington in support of renovation of 700 N Pine Street by Low Daily, LLC.



CITY OF BURLINGTON

Administration Department

300 N. Pine Street, Burlington, WI, 53105

(262) 342-1161 – (262) 763-3474 fax

www.burlington-wi.gov

December 16, 2019

Ms. Tracy Lubar
Regional Economic Development Director
Wisconsin Economic Development Corporation
247 W. Freshwater Way, Suite 430
Milwaukee, WI 53204

Re: CDI Grant Application

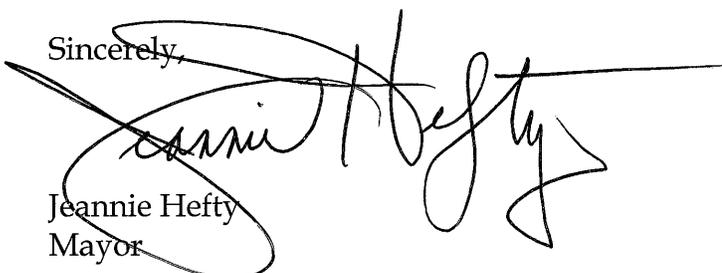
Dear Ms. Lubar:

It is my pleasure to write a letter in support of the Community Development Investment (CDI) Grant application being submitted to the Wisconsin Economic Development Corporation (WEDC) by the City of Burlington, WI on behalf of Tim Sullivan and Low Daily Brewing, LLC. for the brewery project occurring at the historic building located at 700 N. Pine St. in Burlington.

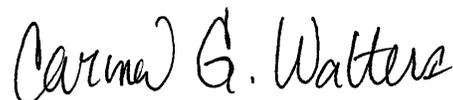
City staff has met on multiple opportunities to learn about this exciting project with Mr. Sullivan who will be renovating this dilapidated building. The City Council fully supports this project as it demonstrates the City's strategic plan recognizing downtown redevelopment as an important priority in the community. We have also shown our support for this project through the services of the Racine County Economic Development Corporation staff that have been retained under contract to assist Mr. Sullivan in developing his grant application and to define the scope of his project. We also anticipate that Mr. Sullivan will seek funding through a newly created Burlington Revolving Loan Fund to assist with this project.

In conclusion, the City fully supports Mr. Sullivan/Low Daily Brewing LLC., as he seeks WEDC CDI Grant funding to support the redevelopment of the 700 N. Pine St. building located in the heart of our nationally and state designated historic district. Supporting retail redevelopment with an experienced brewer who is community minded and from Burlington will enhance the City's efforts to revitalize downtown Burlington. As this project will provide jobs, enhance the tax base and stimulate small business growth and development we believe it will benefit the small business entrepreneurs in our community and will establish downtown Burlington as a destination in the region for community focused-locally produced and sourced beer. We have committed to support this project and we look to WEDC to support this project via an award from the Community Development Investment grant.

Sincerely,



Jeannie Hefty
Mayor



Carina G. Walters
City Administrator



DATE: January 7, 2020

SUBJECT: RESOLUTION 4983(36) - To approve a Developers Agreement with Low Daily, LLC for the 700 N. Pine Street Property as a part of the Community Development Investment Grant (CDI) offered through the Wisconsin Economic Development Corporation (WEDC).

SUBMITTED BY: Carina Walters, City Administrator

BACKGROUND/HISTORY:

As a part of the CDI grant submittal through the Wisconsin Economic Development Corporation (WEDC), the Developer, Low Daily LLC, the City and Racine County Economic Development Corporation have arranged for the City to obtain the WEDC grant in the amount of \$171,000. The CDI Grant consists of funds payable by the WEDC to the City, and the City then acting as a financial conduit, reimburses the Developer with CDI funds. The City does not retain any funds.

In return the Developer is responsible for all costs, licenses and permits from the City and eligible reimbursements from the project begin after January 27, 2020. It is anticipated the project should be completed on or before September 30, 2020; however, a deadline can be granted. Should the developer default under the agreement, following attempts to remedy any situation that may occur, the developer must return all grant monies paid.

BUDGET/FISCAL IMPACT:

As indicated the City is the financial conduit from the WEDC CDI Grant to the Developer. No City dollars are allocated towards this development.

RECOMMENDATION:

Staff recommends approval of the Developers Agreement.

TIMING/IMPLEMENTATION:

This item is for discussion at the January 7, 2020 Committee of the Whole meeting, and is scheduled for final consideration at the January 21, 2020 Common Council meeting.

Attachments

- RES 4983(36) Low Daily Grant Agreement
- Developers Agreement

A RESOLUTION APPROVING A DEVELOPERS AGREEMENT BETWEEN THE CITY OF BURLINGTON AND LOW DAILY, LLC FOR THE WISCONSIN ECONOMIC DEVELOPMENT (WEDC) CORPORATION COMMUNITY DEVELOPMENT INVESTMENT (CDI) GRANT FOR PROPERTY LOCATED AT 700 N. PINE STREET

WHEREAS, The Wisconsin Economic Development Corporation (WEDC) has available Community Development Investment (CDI) Grants; and,

WHEREAS, Low Daily, LLC has been approved for a WEDC Community Development Investment Grant in the amount of \$171,000; and,

WHEREAS, the City of Burlington's Downtown Strategic Plan calls for the promotion of downtown redevelopment projects through the use of grant dollars, and;

WHEREAS, the Common Council has determined that entering into an agreement with Low Daily, LLC for the management of grant funds advances the strategic goals of the City; and,

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Burlington hereby approves a Developers Agreement between the City of Burlington and Low Daily, LLC, hereto attached as "Attachment A"

BE IT FURTHER RESOLVED that the Mayor is authorized to sign the Developers Agreement between the City of Burlington and Low Daily, LLC.

Introduced: January 7, 2020

Adopted:

Jeannie Hefty, Mayor

Attest:

Diahn Halbach, City Clerk

GRANT AGREEMENT

This agreement (“Agreement”) is made and entered into this ____ day of _____, 2019, by and between:

- a) LOW DAILY LLC, being a Wisconsin limited liability company (hereinafter, the “Developer”), with offices located at 424 North Pine Street, Burlington, Wisconsin 53105; and
- b) The CITY OF BURLINGTON, WISCONSIN, being a municipal corporation organized under the laws of the State of Wisconsin (hereinafter, the “City”), with its City Hall located at 300 North Pine Street, Burlington, Wisconsin 53105.

Introduction

Developer is leasing the following-described parcel of real property (the “Property”):

- a) Street Address: 700 North Pine Street
Burlington, Wisconsin 53105
- b) Tax Parcel No.: 206-03-19-32-002-000

The building located on the Property (the “Building”) is going to be restored by Developer, so that it is suitable for the Developer’s proposed craft brewery business (the “Project”). The Property is owned by BOBPAT LLC, being a Wisconsin limited liability company, in which (i) Robert Sullivan and Patricia Sullivan, husband and wife (“Robert/Patricia Sullivan”), and (ii) Timothy L. Sullivan (“Tim Sullivan”) are the sole members. Robert/Patricia Sullivan are the parents of Tim Sullivan (all of whom are referred to herein by their said above-described names, or collectively as the “Sullivans”). The Sullivans are not only the sole members of BOBPAT LLC,

but also the sole members of Low Daily LLC, being the Developer for this Project. Robert/Patricia Sullivan reside at 425 Summit Avenue, Burlington, Wisconsin 53105, and Tim Sullivan resides at 424 North Pine Street, Burlington, Wisconsin.

Developer, the City, the Racine County Economic Development Corporation (“RCEDC”), and the Wisconsin Economic Development Corporation (“WEDC”) have arranged for the City to obtain a WEDC Community Development Incentive Grant (“CDI Grant”) in the amount of _____ Dollars (\$_____).

The CDI Grant consists of (i) funds payable by the WEDC to the City, and (ii) the City then, acting as a financial conduit (without the City retaining any of the CDI Grant funds for the City’s own use), reimbursing Developer with the CDI Grant funds for eligible costs and expenses incurred by Developer in undertaking the Project.

The City is willing to administer this CDI Grant program, in conformance with the requirements of the WEDC for the same, and both the City and the Developer hereby acknowledge that the Project would not be undertaken by the Developer without the assistance of the CDI Grant being provided by the WEDC to the City for the Project.

The City of Burlington Common Council has authorized the City to enter into this Agreement for the above-stated purposes pursuant to a Resolution, which was adopted by the Common Council on the date of _____, at a meeting of the said Common Council duly and lawfully held on that said date.

Agreement

1. “Introduction” is Correct. The above “Introduction” is true and correct, and is hereby incorporated into this Agreement by reference.

2. Duties of the Developer.

A. Developer, at its own cost and expense, and through a contractor(s) preapproved by the City, shall undertake and complete the Project (i) in accordance with the plans and specifications for the Project on file with the City, the RCEDC, and the WEDC, and (ii) in accordance with all applicable governmental statutes, laws, rules, regulations, and ordinances, as well as all directives from the City representatives, including, but not limited to, the City Building Inspector.

B. Developer (and/or the Sullivans, as the owners of the Property), at its own cost and expense, shall obtain all licenses, approvals, and permits from the City that may be required by the City for the Project.

C. Developer warrants and represents to the City (and to RCEDC and WEDC) that Developer would not be able to proceed with the Project without the benefit of being eligible for reimbursement of Project costs through the CDI Grant, all as described in this Agreement.

D. For the purposes of this Agreement and Developer's eligibility for reimbursement of Project costs under this CDI Grant program, the Project shall be deemed to be commenced on the date of _____. Developer is not eligible for reimbursement of any of the Project costs incurred by Developer prior to this commencement date.

E. The Project shall be substantially completed by Developer on or before the date of _____, with final completion of the Project on or before the date of _____. These deadline dates shall be extended (i) as may be necessary due to any delay(s) experienced beyond the reasonable control of Developer

and/or its contractor(s), and/or (ii) as may be otherwise agreed to in writing by the City, with the approval of the City of Burlington Common Council, and WEDC.

F. With respect to any failure of the Developer (and/or its contractor(s) to comply with the provisions of this Agreement, the Developer shall be in default under this Agreement if (i) the City gives to the Developer written notice of such failure of compliance, and (ii) the Developer fails to then cure such failure of compliance within Thirty (30) Days after the date such written notice is actually received by the Developer. Except for failures of compliance involving the payment of money by the Developer, in the event the failure of compliance is of such a nature that it cannot be reasonably cured within the said 30-day time period, then the Developer shall only be in default if (i) Developer fails to commence a good-faith effort to cure the said failure of compliance within the said 30-day time period, and then (ii) in good faith continues to diligently proceed with the effort to cure the failure of compliance until full compliance is attained. Upon a default by the Developer under this Agreement, and in addition to any other remedies available to the City under the law, Developer shall, upon the request of the City, immediately return to the City all grant monies paid to the Developer by the City under this Agreement.

G. The Sullivans, jointly and severally, shall, and hereby do, AGREE TO INDEMNIFY AND HOLD HARMLESS the City and its officials, officers, employees, consultants, contractors, and/or agents from and against any and all claims, actions, judgments, damages, costs, and expenses (including, but not limited to, reasonable actual attorney fees), and/or any other liability of any nature whatsoever, that may arise, directly

or indirectly, as a result of (i) the City being a party to this Agreement, and/or (ii) Developer and/or its contractor(s) failing to comply with the provisions of this Agreement.

H. During work on the Project, Developer shall submit to the City written invoices pertaining to the Project costs paid by Developer and for which Developer is eligible for reimbursement under this Agreement with the CDI Grant funds described herein. Along with such invoices, Developer shall also contemporaneously submit to the City, as supporting documents, (i) lien waivers from the contractor(s) for the work in question, and (ii) such other information and/or documents requested by the City and/or the RCEDC and/or the WEDC. The WEDC documents establishing the terms and provisions of the CDI Grant program, that is the subject of this Agreement, are hereby incorporated herein by reference.

I. Developer may submit to the City its written invoices for reimbursement, as described in above Subparagraph H, upon substantial completion of the Project, or on an interim basis, up to three (3) times, during the work on the Project, for the portion of the work completed.

J. Developer shall, at its own cost and expense, prepare and deliver to the City (and/or to the RCEDC and/or the WEDC) such reports, documents, and information that the City and/or RCEDC and/or WEDC may from time to time request of the Developer regarding the Project and/or the CDI Grant monies described in this Agreement. This shall include, but not be limited to, the audit(s) required of WEDC for this Project.

K. In the event the City is required, under the CDI Grant program, to refund and return to the WEDC any part or all of the CDI Grant funds paid by the City to

Developer under this Agreement, then Developer shall immediately return and pay to the City the said Grant funds in question.

3. Duties of the City.

A. The City shall cooperate with the Developer by reviewing and processing, in the due course of the City's ordinances, policies, and procedures, the Developer's submissions and applications to the City regarding the Project.

B. With respect to the request(s) of the Developer for reimbursement monies for eligible Project costs under the terms of this Agreement, the City shall comply with the rules and regulations of WEDC regarding the same, and shall process the Developer's reimbursement requests in due course with the City's policies and procedures for the review and approval of the same.

C. The City shall not retain, or use for its own purposes, any of the CDI Grant funds that the City receives from the WEDC. All such CDI Grant funds, to the extent received by the City from the WEDC, shall be transferred and paid to Developer, all in accordance with the terms of this Agreement and/or the WEDC CDI Grant program.

D. Under the terms and provisions of this Agreement, the City shall not be required to pay to the Developer any of the City's own monies or funds for the Project, and/or for any other reason or purpose.

4. No Partnership Created. This Agreement does not create any type of partnership, joint venture, or any other business relationship between the City and Developer regarding the Project. The Developer is solely responsible, at the Developer's own cost and expense, to undertake and complete the Project, and to comply with the terms and provisions of this Agreement and/or the CDI Grant program described herein.

5. Conflict of Interest. No official, officer, or employee of the City during his/her tenure, or for one (1) year thereafter, will have and/or shall have any direct or indirect personal interest in this Agreement or any proceeds thereof.

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

7. Written Notices. Any written notice required under this Agreement shall be sent to the following individuals:

FOR THE DEVELOPER: Mr. Timothy L. Sullivan
424 North Pine Street
Burlington, Wisconsin 53105

Telephone: (541)250-2851
e-mail: beersully@gmail.com

Mr. Robert Sullivan and
Mrs. Patricia Sullivan
425 Summit Avenue
Burlington, Wisconsin 53105

Telephone: (262)763-5882
e-mail: bsullivan1@wi.rr.com

FOR THE CITY: City Administrator
City of Burlington City Hall
300 North Pine Street
Burlington, Wisconsin 53105

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

A written notice shall be deemed given to a party to this Agreement:

- a) On the date of personal delivery to the City Administrator and/or to one or more of the Sullivans; or

- b) On the next business day (Monday-Friday) following the date of the deposit of a written notice in the U.S. Mail by Certified Mail, with postage prepaid thereon; or
- c) On the date of a transmission of a written notice by e-mail to the e-mail addresses noted above (or as later updated by the parties). Any such e-mail sent after 4:00 p.m. CST on a Monday through Thursday shall be deemed sent the next day, and any e-mail sent after 4:00 p.m. CST on a Friday shall be deemed sent the following Monday.
- d) Any dates that are state and/or federal holidays shall be excluded from the calculations contained in above Subsections (b) and (c).
- e) The delivery of a notice by U.S. Mail and/or by e-mail, under the foregoing Subsections 7(b) and 7(c), shall be sent to both (i) Robert/Patricia Sullivan, (ii) Tim Sullivan.

8. Execution of the Agreement. This Agreement may be executed in counterpart, and may be delivered (in addition to personal delivery or by U.S. Mail) by e-mail transmission.

9. Personal Guarantee. The undersigned Sullivans, all jointly and severally, as an inducement to the City to enter into this Agreement, and in consideration of the City doing so, hereby personally guarantee the full and complete performance by Developer of all of the duties and obligations imposed upon Developer under this Agreement. This shall expressly include, but not be limited to, the duty of Developer to return to the City (and/or WEDC and/or RCEDC) all of the CDI Grant monies paid to Developer by the City, if such return is required under the terms of this Agreement and/or the WEDC CDI Grant program.

IN WITNESS WHEREOF, the above-named parties, along with Personal Guarantors the Sullivans, have executed this Agreement as of the day and year first above written.

DEVELOPER:
Low Daily LLC

CITY:
City of Burlington, Wisconsin

By: _____
Timothy L. Sullivan
Member

By: _____
Jeannie Hefty
Mayor

By: _____
Robert Sullivan
Member

Attest: _____
Diahn Halbach
City Clerk

By: _____
Patricia Sullivan
Member

PERSONAL GUARANTORS:

Timothy L. Sullivan

Robert Sullivan

Patricia Sullivan



DATE: January 7, 2020

SUBJECT: **MOTION 20-952** - To consider approving a Certificate of Appropriateness for property located at 109 E. Chestnut Street.

SUBMITTED BY: Gregory Guidry, Building Inspector

BACKGROUND/HISTORY:

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

Bernard Petersen, owner, is requesting approval of a Certificate of Appropriateness located at 109 E. Chestnut Street. The proposed project consists of:

- Adding a 40” diameter hanging sign (double-sided)
- Adding vinyl graphics on inside windows
- Adding low-voltage mini-LED bullet lights for sign illumination
- Adding outdoor seating area in the rear, including:
 - a. A wooden pergola with rope lights
 - b. A 6’ wooden perimeter fence
 - c. Exterior lights
 - d. Four tables with seating
- The proposed work would update the existing façade to reflect the future tenants: The Runaway Micropub & Nanobrewery. The proposed improvements include replacing an existing rectangular hanging sign with a new circular hanging sign and bracket (which shall project no more than 5 feet from the building), adding vinyl graphics on the inside of the windows, and adding external illumination for the signage.
- In addition to these changes to the building façade, the applications also propose the creation of a new outdoor seating area in the rear of the building. The HPO District Guidelines do not have any sections that cover this portion of the proposed improvements – the Plan Commission approved the Site Plan for the outdoor seating at the December 10, 2019 meeting.

BUDGET/FISCAL IMPACT:

N/A

RECOMMENDATION:

The Historic Preservation Commission (HPC) unanimously recommended approval of the Certificate of Appropriateness Application at their December 19, 2019 meeting.

TIMING/IMPLEMENTATION:

This item is for discussion at the January 7, 2020 Committee of the Whole meeting and per common practice is scheduled for final consideration at the Common Council meeting the same evening.

Attachments

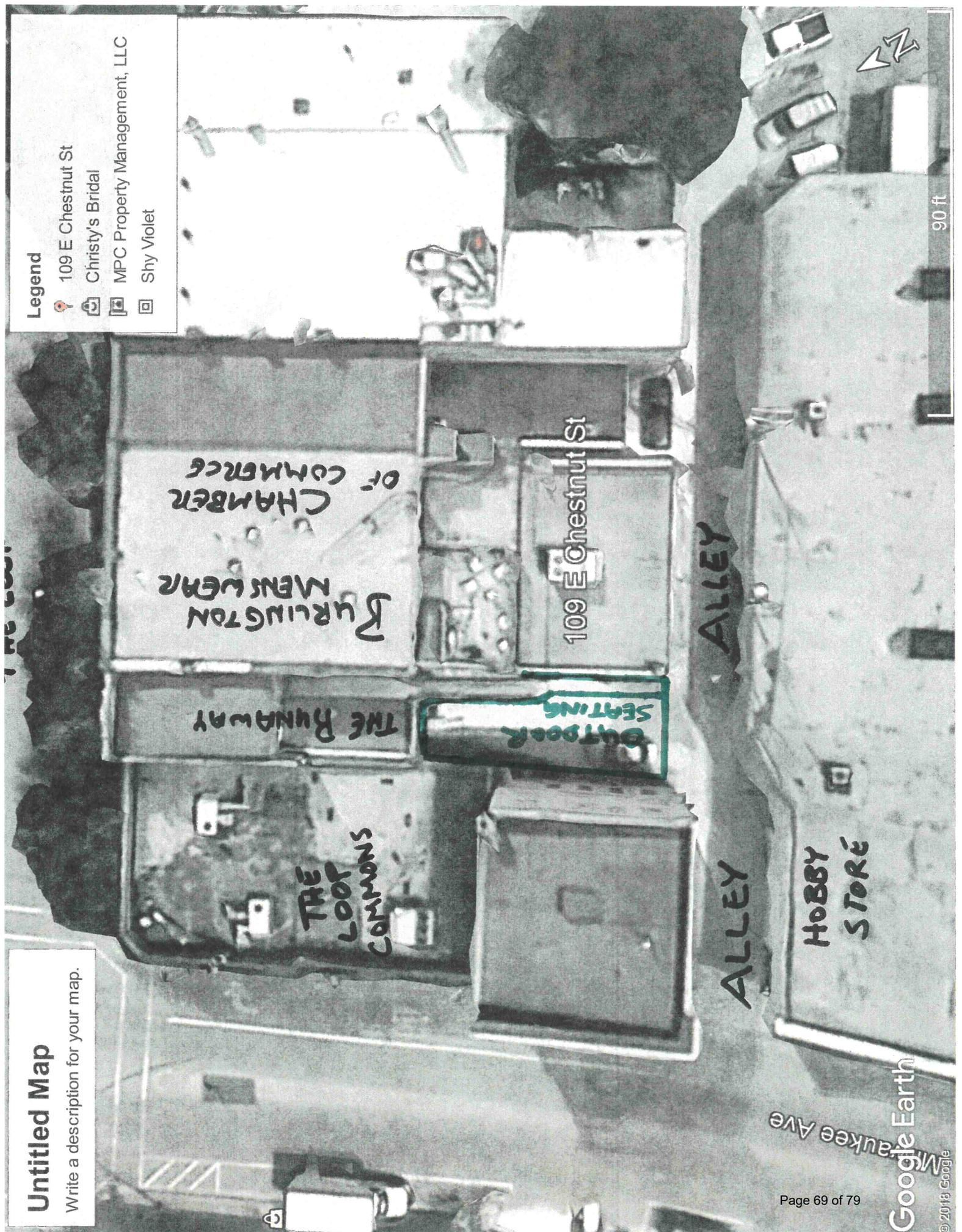
COA pics

Untitled Map

Write a description for your map.

Legend

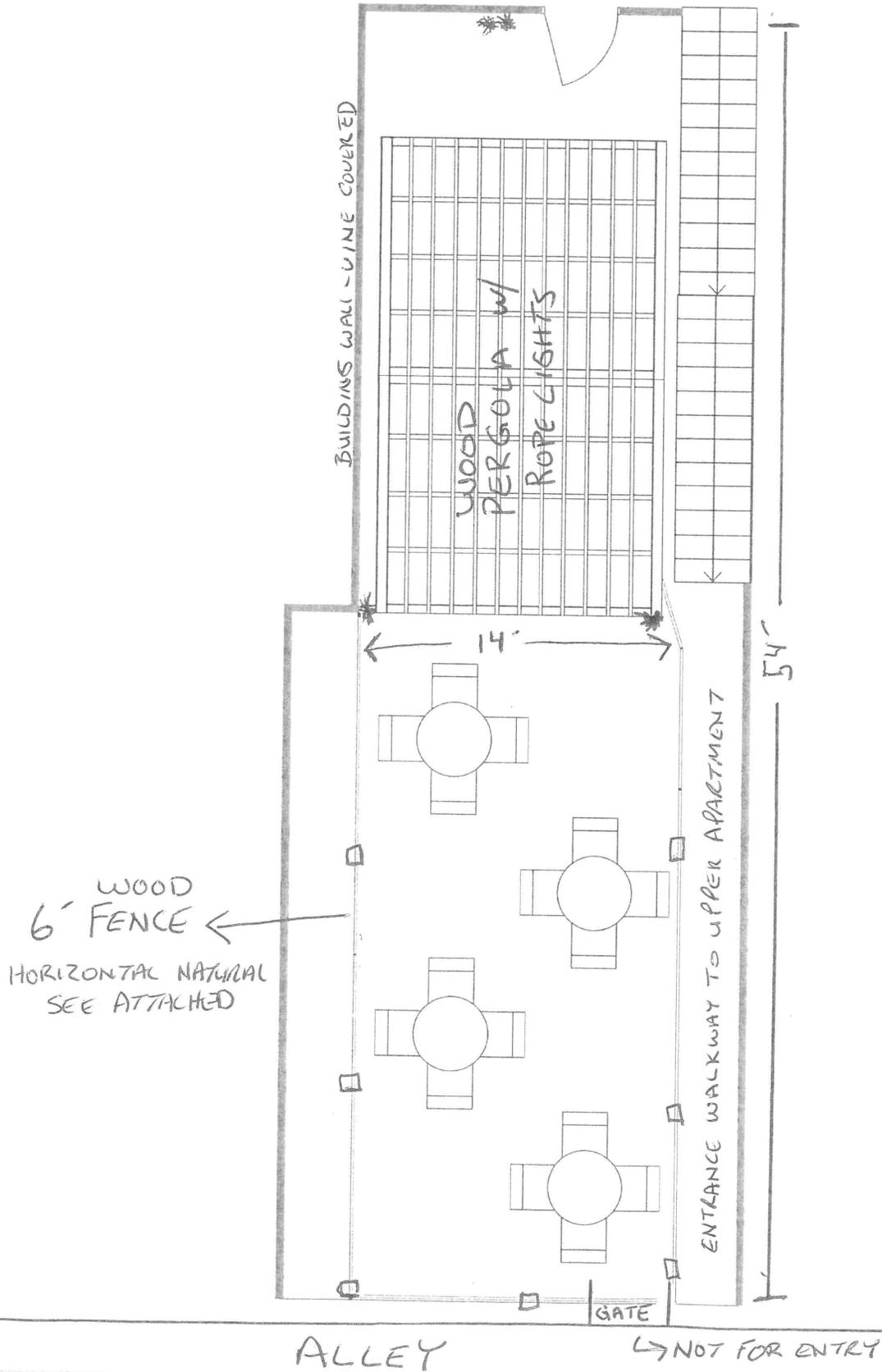
-  109 E Chestnut St
-  Christy's Bridal
-  MPC Property Management, LLC
-  Shy Violet



* = LIGHTS
□ = LIGHTS ON FENCE POST

ENTIRE AREA IS EXISTING CONCRETE

109 E. CHESTNUT
Patio Runaway
Level 1

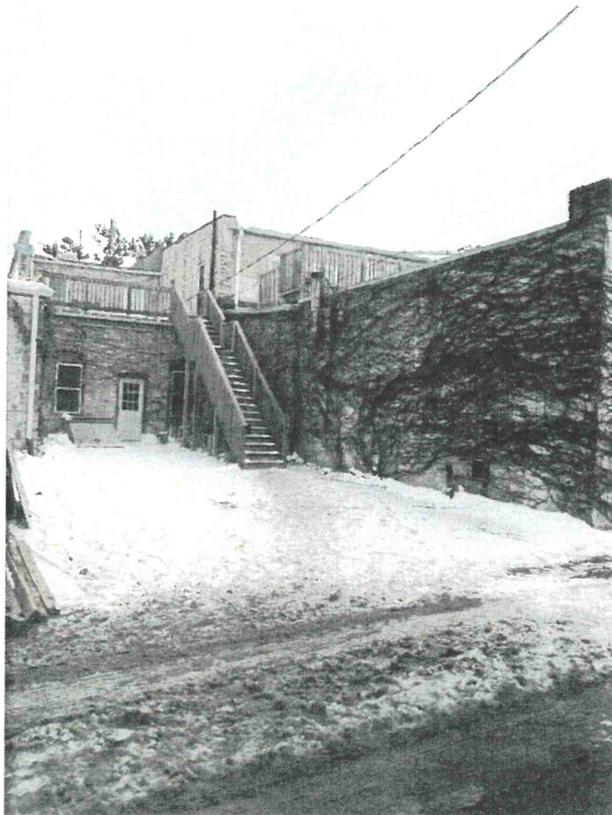




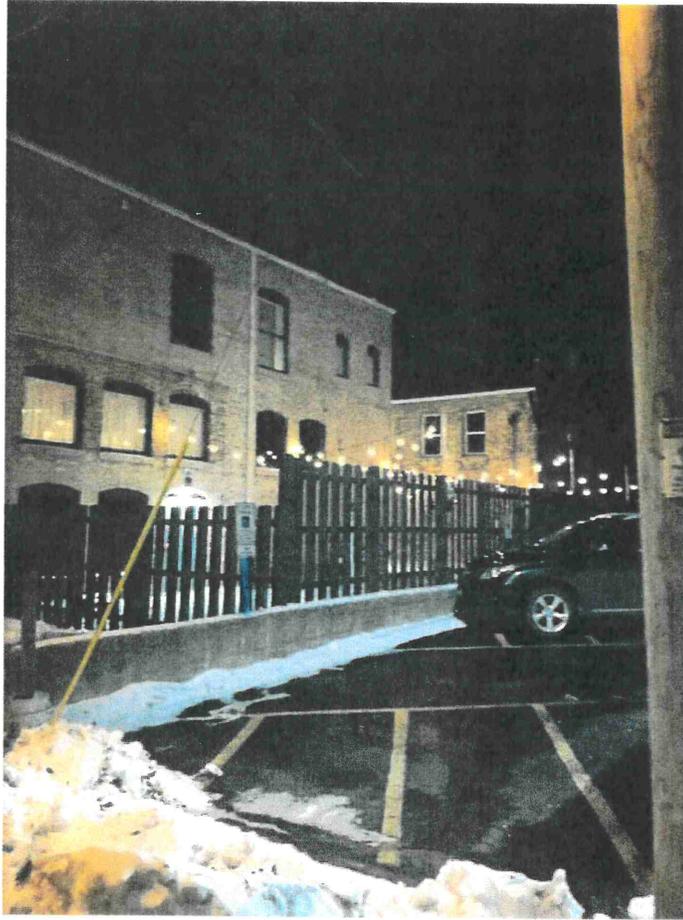
Existing rear concrete from back door



Existing rear concrete from alley



Similar type of outdoor seating down the same alley





SIZE
OF
LIGHTS



LED
Bullet
LIGHT



COMMITTEE OF THE WHOLE

ITEM NUMBER 6B

DATE: January 7, 2020

SUBJECT: MOTION 20-953 - To consider approval of a Certificate of Appropriateness for property located at 473 Milwaukee Avenue.

SUBMITTED BY: Gregory Guidry, Building Inspector

BACKGROUND/HISTORY:

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

- At the July 25, 2019 Historic Preservation Commission meeting the Commissioners agreed the applicant would come back with a rendering of a different style railing. Please see the attached previously submitted railings from the July 25, 2019 HPC meeting, and rendering of the railing.

BUDGET/FISCAL IMPACT:

N/A

RECOMMENDATION:

The Historic Preservation Committee (HPC) unanimously recommended approval of the Certificate of Appropriateness application of the new rendering for the vertical railing, provided the railing is code compliant at their December 19, 2019 meeting.

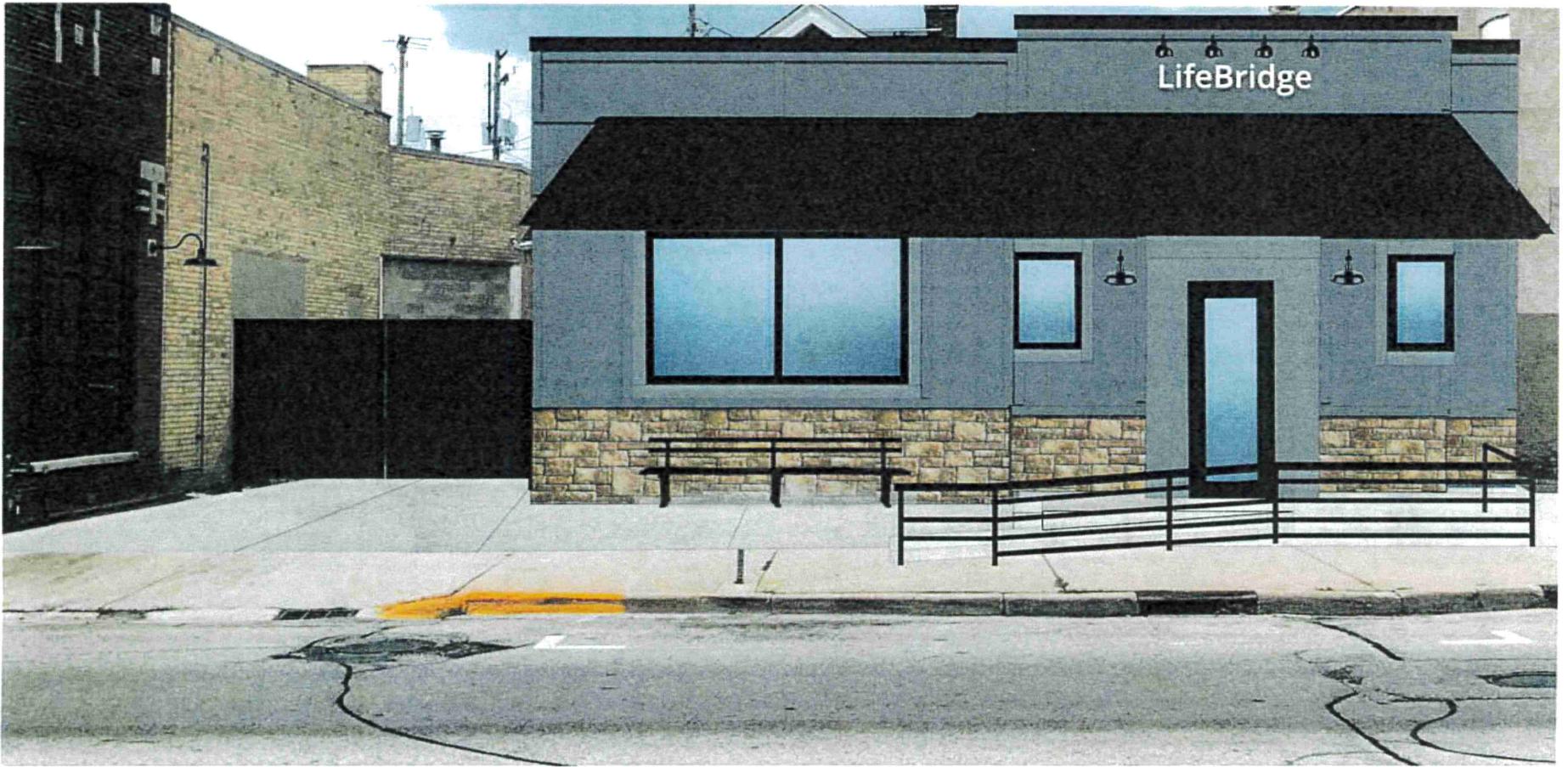
TIMING/IMPLEMENTATION:

This item is for discussion at the January 7, 2020 Committee of the Whole meeting, and per common practice is scheduled for final consideration at the same evening Common Council meeting.

Attachments

COA 473 Milw Ave

2D Sketch w/Alley



3D RENDERING





LifeBridge

rendering