CITY OF BURLINGTON

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

AGENDA
COMMITTEE OF THE WHOLE
Tuesday, February 4, 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)

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

2. **Citizen Comments**

3. **Approval of Minutes** *(T. Bauman)*

A. To approve the January 21, 2020 Committee of the Whole Meeting Minutes.

4. **DISCUSSION:**

- 2019 Update from the Racine County Economic Development Corporation (RCEDC) regarding the Revolving Loan Fund (RLF) Grant Program.

5. **RESOLUTIONS:**

A. **Resolution 4990(43)** - To approve authorizing a depository and signatories for the City of Burlington at Hometown Bank, Wautoma Wisconsin.

B. **Resolution 4991(44)** - To approve a contract with Rapp Consulting Group to conduct the 2020 Strategic Planning Session.

C. **Resolution 4992(45)** - To approve the Annual Contract between the City of Burlington and the Racine County Economic Development Corporation (RCEDC) for 2020 Economic Development Initiatives in the amount of $47,800.

D. **Resolution 4993(46)** - To approve a Revolving Loan Fund Grant in the amount of $15,000 and Loan in the amount of $71,775 to the Jean Dibble Portrait Studio, LLC for a total not-to-exceed amount of $86,775.

E. **Resolution 4994(47)** - To approve changes to the City of Burlington Revolving Loan Fund (RLF) Manual.

F. **Resolution 4995(48)** - To approve the BHS1 Program Agreement between City of Burlington Fire Department and Burlington High School.

6. **ORDINANCES:** NONE

7. **MOTIONS:**

A. **Motion 20-955** - To approve a donated LUCAS Chest Compression System from Aurora Health Care Southern Lakes, Inc., dba Aurora Medical Center of Burlington.

8. **ADJOURNMENT** *(S. Kott)*

***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: February 4, 2020

SUBJECT: **MEETING MINUTES** - To approve the January 21, 2020 Committee of the Whole Meeting Minutes.

SUBMITTED BY: Diahnn Halbach, City Clerk

BACKGROUND/HISTORY:

The attached minutes are from the January 21, 2020 Committee of the Whole meeting.

BUDGET/FISCAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval of the attached minutes from the January Committee of the Whole meeting.

TIMING/IMPLEMENTATION:

This item is scheduled for final consideration at the February 4, 2020 Common Council meeting.

Attachments

COW Minutes

CITY OF BURLINGTON

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, January 21, 2020

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

Student Representatives: Present - Thomas Martin (BHS), Peter DeSmidt (CCHS). Excused: None.

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, Utility Manager Donnie Hefty, Police Chief Mark Anderson, Fire Chief Alan Babe, Library Director Joe Davies, Building Inspector Gregory Guidry, and City Intern Nicholas Faust.

2. **Citizen Comments** - NONE

3. **Approval of Minutes** - To approve the January 7, 2020 Committee of the Whole Meeting Minutes. Motion: Alderman Meyer. Second: Alderman Grandi. With all in favor, the motion carried.

4. **DISCUSSION:** A discussion regarding the Burlington Senior Center 2020 Budget Update. Administrator Walters provided a brief overview and stated that Item 4A. Motion 20-954, regarding the Senior Center Lease Agreement, could also be discussed at this time.

Susan Crane, Director of the Senior Center, presented a PowerPoint presentation of the past year's activities, revenues and expenses, as well as what is budgeted for 2020. Crane stated that the Senior Center had a great year and becoming a "place to be" and hopes to be even more successful in 2020 and will continue to seek donations and grants to help offset expenses. Crane also suggested that the name of the Senior Center be reconsidered to be called "The Center" because it serves a large variety of functions, not just Seniors.

Alderman Bauman commended Crane's enthusiasm and passion for what she's doing for the Senior Center and asked if funds from the DeRosier Fund were still available. Walters responded that the DeRosier Fund is still available and is reserved for major needs. Walters stated there is approximately $25,000 currently in the fund.

Alderman Schultz commented on a $1000 donation line item for the Town of Burlington and asked if they receive support from the Town of Burlington. Crane responded that she was told they had donated money in the past, but didn't receive anything this year. Crane said she would reach out to the Town.

Alderman Preusker commended Crane and commented on the diverse source of revenues and encourage her to continue reaching out for donations.

Walters then reviewed the Senior Lease Agreement for 2020 and stated that staff is recommending another year of not paying rent in order for them to continue to work towards their goals of being both profitable and sustainable. Walters also stated that additional language regarding insurance was added to better depict insurance requirements for the Senior Center.

5. **RESOLUTIONS:**

A. **Resolution 4984(37)** - To approve a three-year engagement letter with Sitzberger CPA's in the not-to-exceed amounts for year-end audits in 2019 of $30,000, 2020 of $30,900, and 2021 of $31,830.

Finance Director Steve DeQuaker provided an overview of the resolution and stated that Request for Proposal letters were sent to nine audit firms for a three-year audit engagement. Of the nine letters sent, five returned quotes, 1 chose not to quote and four did not respond. DeQuaker stated that staff although Sitzberger didn't have the lowest bid, they are most familiar with the City of Burlington and recommends approving a three-year engagement letter with Sitzberger CPA's.

B. **Resolution 4985(38)** - To authorize the Construction of Bicycle and Pedestrian Facilities as Part of the Reconstruction of Maryland Avenue.
Public Works Director Peter Riggs explained that the City of Burlington applied for funding for the Maryland Avenue reconstruction project as part of the Wisconsin Department of Transportation's (WisDOT) Local Road Improvement Program (LRIP) Municipal Streets Improvement Discretionary (MSID), which will include reconstruction of the roadway, new sidewalk and bike trail. Riggs stated that the grant application requires an authorizing resolution from each governing body if new bike trails are included as part of the project.

Alderman Schultz asked if the bike trail is separate from the existing bike trail. Riggs responded that there will be on-street paved biking lanes, curb/gutter and storm sewer improvements and the bike and pedestrian facilities will connect Riverside Park and the bike trail facilities up to Milwaukee Avenue.

Alderman Rauch asked if this was the only street project for 2021 or if there would be additional projects. Riggs responded that Maryland Avenue is currently the only street project for 2021.

C. **Resolution 4986(39)** - To approve Task Order Number 110 for Engineering Services for the 2020 Street Improvement Program.

Director Riggs stated that Task Order Number 110 form Kapur and Associates provides civil engineering services for the complete design and specification preparation, bidding and construction management for the City of Burlington's 2020 Street Improvement Program, which includes the asphalt resurfacing of Austin Court, Beth Court, Smith Street (Briody to Thorngate), Amanda Street (Park to Lewis), and Briody Street (Lewis to Smith Street). Riggs further stated that this project includes watermain replacement near Amanda from Tower to Briody, as well as sidewalk repairs, curb and gutter repairs, asphalt patches and additional utility improvements.

D. **Resolution 4987(40)** - To approve a Revolving Loan Fund Grant and Loan to The Runaway Micropub and Nano Brewery, LLC in the not-to-exceed amount of $65,000.

Walters stated that staff is seeking approval of a resolution for a Revolving Loan Fund (RLF) grant in the amount of $15,000 and RLF loan in the amount of $50,000 to The Runaway Micropub and Nano Brewery, LLC to assist with renovations to the property located at 109 E. Chestnut Street. Walters then introduced Thomas Van Gent with RCEDC to provide further information. Van Gent explained that the purpose of the grant is to create three full-time jobs, renovate the property and help revitalize

the downtown area and provide a family friendly place to gather. Bernard Petersen, owner of The Runaway, also provided some background information on his business.

E. **Resolution 4988(41)** - To approve the Purchase of Four (4) DPW Trucks from Ewald Automotive Group for $129,065.

Director Riggs reviewed the trucks that were being replaced and stated that this purchase was budgeted for in the 2020 Capital Replacement Program and that the total bids came in under budget.

Alderman Rauch asked if any additional discounts were available for multiple vehicle purchases. Riggs responded that there were no additional discounts for this purchase.

Alderman Preusker commended Riggs for the use of VendorNet and inquired if there was a better business opportunity to purchase over time versus purchasing all at once. Riggs responded that the intention of the Replacement Program is to spread the burden over time.

Alderman Bauman asked if the DPW still intends to transition from the yellow fleet to all white. Riggs concurred.

Alderman Heft asked if any other vehicles would be purchased in 2020. Riggs responded that no other vehicles are planned for purchase unless there is an emergency.

F. **Resolution 4989(42)** - To approve the integration of the Phosphorus Analyzer into the Supervisory Control and Data Acquisition (SCADA) system at the Wastewater Treatment Plant.

Utility Manager, Don Hefty, explained that in 2018 a phosphorus analyzer was installed to begin collecting and trending data to monitor the phosphorus concentrations over the course of a 24-hour period. The integration into the SCADA system will allow the city to monitor the phosphorus levels in the effluent and adjust the chemical dosing rate based on the set point that is entered into the SCADA system. Hefty further explained that due to the unique nature of the project, staff has only pursued services from one vendor, Energenecs.

6. **ORDINANCES:**

A. **Ordinance 2055(21)** - To consider approval of a Rezone Map Amendment request at 257 Kendall Street from I-1 Institutional District to B-3, Professional Office District.

Director Watkins provided background history and stated that this property was previously owned by Grace Church and that the new owner wishes to rezone the property in order to be able to use as a photography studio and residence.

Alderman Rauch asked if ADA bathrooms are required for the business in the lower level. Erin Murphy, owner of the property, replied that there will be an ADA bathroom and will meet the ADA requirements.

7. **MOTIONS:**

A. **Motion 20-954** - To approve the 2020 Lease Agreement between the City of Burlington and the Burlington Senior Center, Inc.

This item was discussed at the beginning of the meeting during the Burlington Senior Center update.

8. **ADJOURNMENT**

Motion: Alderman Heft. Second: Alderman Rauch. With all in favor, the motion carried and the meeting was adjourned at 7:35 p.m.

Minutes respectfully submitted by:

_____

Diahnn C. Halbach
City Clerk
City of Burlington

COMMITTEE OF THE WHOLE **ITEM NUMBER 5A**

DATE: February 4, 2020

SUBJECT: **RESOLUTION 4990(43) -** To approve authorizing a depository and signatories for the City of Burlington at Hometown Bank, Wautoma Wisconsin.

SUBMITTED BY: Steven DeQuaker, Finance Director

BACKGROUND/HISTORY:

The City of Burlington engaged Lifeline Services, dba LifeQuest, as it's third party provider for EMS billing related to Ambulance Emergency Care Services and Supplies.

As part of this service, LifeQuest utilizes Hometown Bank in Wautoma, Wisconsin as it's depository for collections related to billings for those services. This is an intermediary bank holding the funds collected until transferred to the City of Burlington operating accounts via Wire or Electronic Funds Transfer (EFT).

Per statute, depositories of the City must be approved by resolution of the Council.

As is common practice with all City depository accounts, 2 signatures/approvals are required for any transaction, including EFT and Wire payments. Those signature duties are currently assigned to the Mayor, City Administrator and City Finance Director/Treasurer for all City bank accounts.

The Banking Resolution and supplemental bank documents are attached. The City will receive a monthly fund transfer into the City's local General Operating Account.

BUDGET/FISCAL IMPACT:

This is an intermediary bank account holding funds from Medical Service Collections prior to transferring to the City's General Operating Account on a monthly basis. The funds received will be the balance of the revenues collected following LifeQuests service fee. Bank Reconciliation and balancing will be performed monthly with periodic checks via online banking on the account balance and charges, if any. This is an interest bearing account.

RECOMMENDATION:

Staff recommends approval of this resolution for depository and EFT service with Hometown Bank, Wautoma, Wisconsin

TIMING/IMPLEMENTATION:

This item is for discussion at the February 4, 2020 Committee of the Whole meeting, and due to the timeliness of ambulatory payments and revenues, is scheduled for final consideration at this evening's Common Council meeting.

Attachments

Res 4990(43) Hometown Bank

Hometown Bank Account Agreement

Resolution No. 4990(43)
Introduced by: Committee of the Whole

A RESOLUTION AUTHORIZING SIGNATORIES FOR THE CITY OF BURLINGTON AT HOMETOWN BANK WAUTOMA WISCONSIN

WHEREAS, the City of Burlington, a municipal corporation, whose principle place of business is located at 300 N Pine St, Burlington, Wisconsin; and

WHEREAS, Hometown Bank, Wautoma Wisconsin requires a depository agreement (a copy of which is attached and made a part of this resolution) for the purpose of accepting deposits and/or maintaining a bank account or accounts for said corporation; and

WHEREAS, on October 7, 2008 the City Council adopted Substitute Number One to Resolution 4185(80) *A Resolution Approving a Financial and Investment Policy for the City of Burlington* that requires the formal approval of all Investment Depositories used by the Treasurer; and

WHEREAS, the Finance Director/Treasurer recommends a dual signature account requiring two signatures for transactions.

NOW THEREFORE, BE IT RESOLVED, that the Common Council of the City of Burlington does hereby approve of the Depository Agreement as attached and does further approve the Mayor, City Administrator and Finance Director/Treasurer as signatories on said Depository Agreement at Hometown Bank, Wautoma Wisconsin.

Introduced: February 4, 2020
Adopted:

_____
Jeannie Hefty, Mayor

Attest:

_____
Diahnn Halbach, Clerk

ACCOUNT AGREEMENT

HOMETOWN BANK
105 PLAZA ROAD
WAUTOMA, WI 54982

Agreement Date: 01/17/2020 By: BROOK VOSKUIL

☐ EXISTING Account - This agreement replaces previous agreement(s).

Account Desc: BUSINESS CHECKING

☒ Checking ☐ Savings ☐ NOW ☐ _____

Initial Deposit $ 0.00 Source: _____

Ownership of Account - BUSINESS Purpose

☐ Sole Proprietorship ☐ Single-Member LLC ☐ Partnership

☐ LLC *(LLC tax classification:* ☐ *C Corp* ☐ *S Corp* ☐ *Partnership)*

☐ C Corporation ☐ S Corporation ☐ *Non-Profit*

☒ Municipal

Type of Account-PERSONAL (Choose one & sign where indicated):

☐ **Single Party Account:** THIS ACCOUNT/CERTIFICATE OF DEPOSIT IS OWNED BY THE PARTY NAMED HEREON.

☐ **Single Party Account with P.O.D. Beneficiary(ies):** THIS ACCOUNT/CERTIFICATE OF DEPOSIT IS OWNED BY THE PARTY NAMED HEREON. UPON THE DEATH OF SUCH PARTY, OWNERSHIP PASSES TO THE P.O.D. BENEFICIARY(IES) NAMED HEREON.

☐ **Marital Account:** THIS ACCOUNT/CERTIFICATE OF DEPOSIT IS OWNED AS A MARITAL ACCOUNT BY THE PARTIES NAMED HEREON. UPON THE DEATH OF EITHER OF THEM, THE SURVIVOR OWNS 50% OF THE SUMS ON DEPOSIT.

☐ **Marital Account with P.O.D. Beneficiary(ies):** THIS ACCOUNT/CERTIFICATE OF DEPOSIT IS OWNED AS A MARITAL ACCOUNT BY THE PARTIES NAMED HEREON. UPON THE DEATH OF EITHER OF THEM, 50% OF THE SUMS ON DEPOSIT ARE OWNED BY THE SURVIVOR AND 50% ARE OWNED BY THE P.O.D. BENEFICIARY(IES) NAMED HEREON BY THE DECEASED PARTY.

☐ **Joint Account - No Survivorship:** THIS ACCOUNT/CERTIFICATE OF DEPOSIT IS JOINTLY OWNED WITHOUT THE RIGHT OF SURVIVORSHIP BY THE PARTIES NAMED HEREON.

☐ **Joint Survivorship Account:** THIS ACCOUNT/CERTIFICATE OF DEPOSIT IS JOINTLY OWNED BY THE PARTIES NAMED HEREON. UPON THE DEATH OF ANY OF THEM, OWNERSHIP PASSES TO THE SURVIVOR(S).

☐ **Joint Survivorship Account with P.O.D. Beneficiary(ies):** THIS ACCOUNT/CERTIFICATE OF DEPOSIT IS JOINTLY OWNED BY THE PARTIES NAMED HEREON. UPON THE DEATH OF ANY OF THEM, OWNERSHIP PASSES TO THE SURVIVOR(S). UPON THE DEATH OF ALL SUCH PARTIES, OWNERSHIP PASSES TO THE P.O.D. BENEFICIARY(IES) NAMED HEREON.

☐ **Trust:** Separate agreement dated _____

☐ _____

P.O.D. Beneficiaries: The following parties (or all parties, if not specified) name the following individuals as beneficiaries:

,
,
,
,

Additional Information:

Account Number: 6128566

Account Owner(s) Name & Address
CITY OF BURLINGTON

300 N PINE ST
BURLINGTON WI 53105

Backup Withholding Certifications *(Non-"U.S. Persons" - Use separate Form W-8)*

☒ By signing below, I, JEANNIE E HEFTY, certify under penalties of perjury that the statements made in this section are true.

☒ **TIN:** 39-6005409 The Taxpayer Identification Number (TIN) shown is my correct taxpayer identification number.

☒ **Not Subject to Backup Withholding.** I am NOT subject to backup withholding either because I have not been notified that I am subject to backup withholding as a result of a failure to report all interest or dividends, or the Internal Revenue Service has notified me that I am no longer subject to backup withholding.

☐ **Exempt Recipient.** I am an exempt recipient under the Internal Revenue Service Regulations. Exempt payee code (if any) _____

FATCA Code. The FATCA code entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

U.S. Person. I am a U.S. citizen or other U.S. person (as defined in the instructions).

Signature(s). The undersigned certifies the accuracy of the information he/she has provided and acknowledges receipt of a completed copy of this form. The undersigned authorizes the financial institution to verify credit and employment history and/or have a credit reporting agency prepare a credit report on the undersigned, as individuals. The undersigned also acknowledge the receipt of a copy and agree to the terms of the following agreement(s) and/or disclosure(s):

☒ Terms & Conditions ☐ Truth in Savings ☒ Funds Availability

☐ Electronic Fund Transfers ☐ Privacy ☐ Substitute Checks

☐ Common Features ☒ Schedule of Fees

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

(1): [X]
JEANNIE E HEFTY
I.D. # 388-50-7997 D.O.B. 06/21/1947

(2): [X]
CARINA G WALTERS ☐ Authorized Agent
I.D. # 334-76-6351 D.O.B. 12/12/1978

(3): [X Steven J. DeQuaker]
STEVEN J DEQUAKER ☐ Authorized Agent
I.D. # 336-58-3542 D.O.B. 08/16/1960

(4): [X]
☐ Authorized Agent
I.D. # _____ D.O.B. _____

Authorized Agent ***(if selected above for a PERSONAL account)***: TRANSACTIONS REGARDING THIS ACCOUNT/CERTIFICATE OF DEPOSIT MAY BE MADE BY THE AGENT(S) NAMED HEREON. NO PRESENT OR FUTURE OWNERSHIP OR RIGHT OF SURVIVORSHIP IS CONFERRED BY THIS DESIGNATION.

The authority conferred upon the agent named above (☐ is ☐ is not) exercisable notwithstanding any party's legal disability.

Resolution of Lodge, Association or Other Similar Organization

HOMETOWN BANK
105 PLAZA ROAD
WAUTOMA WI 54982

Referred to in this document as "Financial Institution"

By: CITY OF BURLINGTON

300 N PINE ST
BURLINGTON WI 53105

Referred to in this document as "Association"

I, Diahnn Halbach, certify that I am Secretary (clerk) of the above named association organized under the laws of WISCONSIN, Federal Employer I.D. Number 39-6005409, and that the resolutions on this document are a correct copy of the resolutions adopted at a meeting of the Association duly and properly called and held on *(date)*. These resolutions appear in the minutes of this meeting and have not been rescinded or modified.

Agents. Any Agent listed below, subject to any written limitations, is authorized to exercise the powers granted as indicated below:

Name and Title or Position	Signature	Facsimile Signature *(if used)*
A. JEANNIE E HEFTY	X	X
B. CARINA G WALTERS	X	X
C. STEVEN J DEQUAKER	X Steven J. DeQuaker	X
D.	X	X
E.	X	X
F.	X	X

Powers Granted. (Attach one or more Agents to each power by placing the letter corresponding to their name in the area before each power. Following each power indicate the number of Agent signatures required to exercise the power.)

Indicate A, B, C, D, E, and/or F		Description of Power	Indicate number of signatures required
N/A	(1)	Exercise all of the powers listed in this resolution.	N/A
A, B, C	(2)	Open any deposit or share account(s) in the name of the Association.	2
A, B, C	(3)	Endorse checks and orders for the payment of money or otherwise withdraw or transfer funds on deposit with this Financial Institution.	2
N/A	(4)	Borrow money on behalf and in the name of the Association, sign, execute and deliver promissory notes or other evidences of indebtedness.	N/A
N/A	(5)	Endorse, assign, transfer, mortgage or pledge bills receivable, warehouse receipts, bills of lading, stocks, bonds, real estate or other property now owned or hereafter owned or acquired by the Association as security for sums borrowed, and to discount the same, unconditionally guarantee payment of all bills received, negotiated or discounted and to waive demand, presentment, protest, notice of protest and notice of non-payment.	N/A
A, B	(6)	Enter into a written lease for the purpose of renting, maintaining, accessing and terminating a Safe Deposit Box in this Financial Institution.	2
A, B, C	(7)	Other: Authorized to obtain and authorize Treasury Management services including EFTs.	2

Limitations on Powers. The following are the Association's express limitations on the powers granted under this resolution.

Resolutions

The Association named on this resolution resolves that,

(1) The Financial Institution is designated as a depository for the funds of the Association and to provide other financial accommodations indicated in this resolution.

(2) This resolution shall continue to have effect until express written notice of its rescission or modification has been received and recorded by the Financial Institution. Any and all prior resolutions adopted by the Association and certified to the Financial Institution as governing the operation of this association's account(s), are in full force and effect, until the Financial Institution receives and acknowledges an express written notice of its revocation, modification or replacement. Any revocation, modification or replacement of a resolution must be accompanied by documentation, satisfactory to the Financial Institution, establishing the authority for the changes.

(3) The signature of an Agent on this resolution is conclusive evidence of their authority to act on behalf of the Association. Any Agent, so long as they act in a representative capacity as an Agent of the Association, is authorized to make any and all other contracts, agreements, stipulations and orders which they may deem advisable for the effective exercise of the powers indicated on page one, from time to time with the Financial Institution, subject to any restrictions on this resolution or otherwise agreed to in writing.

(4) All transactions, if any, with respect to any deposits, withdrawals, rediscounts and borrowings by or on behalf of the Association with the Financial Institution prior to the adoption of this resolution are hereby ratified, approved and confirmed.

(5) The Association agrees to the terms and conditions of any account agreement, properly opened by any Agent of the Association. The Association authorizes the Financial Institution, at any time, to charge the Association for all checks, drafts, or other orders, for the payment of money, that are drawn on the Financial Institution, so long as they contain the required number of signatures for this purpose.

(6) The Association acknowledges and agrees that the Financial Institution may furnish at its discretion automated access devices to Agents of the Association to facilitate those powers authorized by this resolution or other resolutions in effect at the time of issuance. The term "automated access device" includes, but is not limited to, credit cards, automated teller machines (ATM), and debit cards.

(7) The Association acknowledges and agrees that the Financial Institution may rely on alternative signature and verification codes issued to or obtained from the Agent named on this resolution. The term "alternative signature and verification codes" includes, but is not limited to, facsimile signatures on file with the Financial Institution, personal identification numbers (PIN), and digital signatures. If a facsimile signature specimen has been provided on this resolution, (or that are filed separately by the Association with the Financial Institution from time to time) the Financial Institution is authorized to treat the facsimile signature as the signature of the Agent(s) regardless of by whom or by what means the facsimile signature may have been affixed so long as it resembles the facsimile signature specimen on file. The Association authorizes each Agent to have custody of the Association's private key used to create a digital signature and to request issuance of a certificate listing the corresponding public key. The Financial Institution shall have no responsibility or liability for unauthorized use of alternative signature and verification codes unless otherwise agreed in writing.

Pennsylvania. The designation of an Agent does not create a power of attorney; therefore, Agents are not subject to the provisions of 20 Pa.C.S.A. Section 5601 et seq. (Chapter 56; Decedents, Estates and Fiduciaries Code) unless the agency was created by a separate power of attorney. Any provision that assigns Financial Institution rights to act on behalf of any person or entity is not subject to the provisions of 20 Pa.C.S.A. Section 5601 et seq. (Chapter 56; Decedents, Estates and Fiduciaries Code).

Effect on Previous Resolutions. This resolution supersedes resolution dated ALL PRIOR . If not completed, all resolutions remain in effect.

Certification of Authority

I further certify that the Association has, and at the time of adoption of this resolution had, full power and lawful authority to adopt the resolutions stated above to confer the powers granted above to the persons named who have full power and lawful authority to exercise the same. (Apply seal below where appropriate.)

☐ If checked, the Association is a non-profit lodge, association or similar organization.

_____ *(Secretary)*

_____ *(Attest by Other Officer)*

_____ *(Attest by Other Officer)*

For Financial Institution Use Only

Acknowledged and received on *(date)* by _____ *(initials)*

☐ This resolution is superseded by resolution dated .

Comments:

SIGNATURE ADDENDUM 6128566

Date of Document: _____

Additional Parties' Type: LIFEQUEST

Names and Addresses of Parties:

MICHAEL J FINN
RICHARD S SCHROEDER
PEDER H CULVER II

300 N PINE ST
BURLINGTON WI 53105

Signatures. By signing under seal, I agree to the terms contained in the named document. The undersigned also acknowledge receipt of a copy of this named document.

CITY OF BURLINGTON
Entity Name

Signature MICHAEL J FINN (Seal) Date

Signature RICHARD S SCHROEDER (Seal) Date

Signature PEDER H CULVER II (Seal) Date

Signature (Seal) Date

Entity Name

Signature (Seal) Date

Signature (Seal) Date

Signature (Seal) Date

Signature (Seal) Date

Entity Name

Signature (Seal) Date

Signature (Seal) Date

Signature (Seal) Date

Signature (Seal) Date

Entity Name

Signature (Seal) Date

Signature (Seal) Date

Signature (Seal) Date

Signature (Seal) Date

E-Statement Authorization / Request for Modified Access ID

Name: CITY OF BURLINGTON Social Security # or Tax ID # 39-6005409

Name: _____ Social Security # or Tax ID # _____

Email Address: _____ Port # 150640

E-Statement Authorization

In an effort to help preserve our environment, Hometown Bank is proud to offer electronic statements. Please fill in the account numbers for all of the accounts that you would like to receive electronic statements.

Checking:	**Savings:**	**Loan:**
Account # 6128566	Account # _____	Account # _____
Account # _____	Account # _____	Account # _____
Account # _____	Account # _____	Account # _____
Account # _____	Account # _____	Account # _____

Your consent, which will be given by signing below, is to authorize Hometown Bank to electronically forward your periodic bank statement(s) and other disclosures that the bank might send to you with your bank statement(s). You understand that your statements will include information concerning your deposit and/or loan accounts with the bank and may include disclosures required under the Truth-In-Lending Act, Electronic Funds Transfer Act, Truth-In-Savings Act and/or similar disclosure laws. Hometown Bank will notify you by e-mail when your electronic statement(s) are available for viewing. You will receive the notification from "Hometown Bank Notification" Please add hometownbankalerts@htbwi.com to your list of allowed senders.

I authorize Hometown Bank to provide Online Banking Service to all of my accounts listed above. These accounts are established in my customer portfolio, which is identified by my Social Security Number/Tax ID Number. I certify that I have been provided information regarding any fees and restrictions pertaining to online banking and agree to all terms. Furthermore, by signing this form, I authorize Hometown Bank to deliver the above statement(s) and disclosures described herein in electronic format via electronic mail. I also acknowledge that Hometown Bank will not deliver the above statement(s) via traditional mail. Hometown Bank will consider the statement delivered if no return e-mail is received. If, however, a return notice is received by the bank, a statement will be sent via traditional mail. Hometown Bank reserves the right to begin sending hard copies of your statement in the mail. I understand that it is my responsibility to notify the Bank if my e-mail address changes.

This agreement may be terminated by contacting Hometown Bank in writing at : 80 Sheboygan Street, Fond du Lac, WI 54935, Fax to (920) 922-1640 or by calling us at (920) 922-1790.

_____ _____

Signature Date

Request for Modified Access ID

☐ Request Change of Access ID To: _____ (Case Sensitive)

_____ _____

Signature Date

Business Banking
Pricing Schedule

Effective August 1, 2015

The following service costs apply to holders of Business Checking, Business Savings, Business Money Market Accounts and Certificates of Deposit, active or inactive.

Analyzed Business Checking and Treasury Management Solutions	
Overview of Checking Account	
Description	This account benefits the business with a high rate of activity. Service charges are offset by an earnings credit generally based on the average 90 day Treasury Bill rate.
Online Banking Access	Secure online services for unlimited users with specific access needs. Treasury Management services available to manage business cash flow cycles.
Balance Requirement	No minimum balance requirement
Activity Requirement	Unlimited items allowed
Statement Options	Free E-Statement with Online Banking - Paper Statement $5 per month
Account Costs	See below and reference Schedule of Costs Attachment
Account Analysis Costs	
Monthly Maintenance Cost	$10 per month
Credits	$0.35 per item
Debits	$0.15 per item
ACH Credits - Non Origination	$0.15 per item
Checks Paid	$0.16 per item
ACH Debits - Non Origination	$0.15 per item
Deposits	$0.30 per item
Deposited Item - On Us	$0.04 per item
Deposited Item - Transit	$0.08 per item
Uncollected Funds Usage	Prime + 4%
*Deposit Protection Assessment	0.084%/$100 in Ledger Balances Annualized
Treasury Management Banking Solutions	
Online Banking	$35 per month
ACH Module	$15 per month & $0.12 per item
Premier ACH Software (Optional)	$10 per month
Online Wire Module	$10 per month
Dual Control Security Tokens	3 Included
Remote Deposit Capture	$60 per month & $0.12 per item
EDI Services - CTX Credits	$25 per month - Unlimited Transactions
Lockbox	Call for Custom Quote
Zero Balance or Target Accounts	$18 per month
Investment/Loan Sweeps	Call for Custom Quote
Fraud Prevention Tools	
Positive Pay for Checks	$45 per month (1-200 Items) $65 (200-500 Items) $85 (500-1000 Items) over 1000 **
Reverse Positive Pay for Checks	$45 per month (1-200 Items) $65 (200-500 Items) $85 (500-1000 Items) over 1000 **
2nd Account & Each Additional	$15 per month
Per Item Verification	Included
ACH Alert	$20 per month
ACH Block	$5 per month
One Time Initial Programming & Installation Costs	
Online Banking Basic Services	$100
ACH or Wire Module	$100
Dual Control Security Tokens	$35 Per Token (after 3 free)
Remote Deposit Capture	$150
EDI Services	$100
Positive Pay for Checks	$100
ACH Alert	$50

*Same Calculation as .07 cents/$1,000 Ledger Balances

** Custom Quote

Schedule of Costs Attachment

Effective December 1, 2016

The following service costs apply to holders of all Business Checking, Small Business Checking, Community Checking, Business Savings, Business Money Market Accounts and Business Certificates of Deposit, active or inactive.

Business Schedule of Costs Attachment	
Customer Services	
Account Reconciliation Services	$30 per hour / one hour minimum
Copy of Cleared Check	$1 each up to 10
Research	$30 per hour / one hour minimum
Statement Copies / Account History	$5 per statement
Copies	$0.25 per page
Check Images with E-Statement	$5 per statement
Safe Deposit Boxes (Not available at all locations)	
Annual Rental Cost	Varies
Box Drilling Cost	Cost plus $25
Late Cost	$20
Service Charges	
Paid NSF* Item Cost	$35 per item
Returned NSF* Cost	$35 per item
Deposited Item Returned	$12 per item
Return Item Requiring Special Handling	$15 per item
Continuous Overdraft Cost (Applies when an account is overdrawn for more than five consecutive business days)	$5 per day
Stop Payment Cost	$25 per order
Paper Statement Cost	$5 per statement cycle
Telephone Transfer Cost (live)	$5 each transfer
Tax Levy	$100 each occurrence
Garnishment	$100 each occurrence
Subpoenas & Legal Processes	$35 per hour
Charges incurred responding to legal action	Actual 3rd party cost
Account Closing Within 90 Days	$25
Check Cashing for Non-Customers**	$10 per item
Inactive Account Cost (Inactive status defined as thirteen consecutive months with no activity)	$5 per month when account is in inactive status
Maintenance Costs (When requirements are not met)	
Checking Accounts	
Business Checking	See Business Banking Pricing Schedule
Small Business Checking	$10 per month
Money Market and Savings	
Money Market	$25 per month
Business Savings	$10 per quarter

*NSF's can be created by check, in person withdrawal, ATM withdrawal or other electronic means

**Cashing checks for non-customers is at bank's discretion

Schedule of Costs Attachment (continued)

Effective December 1, 2016

Wire/Foreign Service Costs	
Outgoing Wire Transfer Cost	
Domestic	$20
Foreign	$45
Incoming Wire Cost	
Domestic	$10
Foreign	$35
Wire Transfer Notification	
Email	$3
Mail	$10
Fax or Phone	$10
Foreign Currency	
Selling	$20 plus delivery cost
Purchasing	$20 plus delivery cost
Foreign Drafts	
Two Day Shipping	$20
Overnight Shipping	$35
Purchased Items	
Cashier's Checks	
Customers	$5 per check
Non-customers (exchanging check drawn on Hometown Bank)	$12 per check
Money Orders	
Customers	$3 per money order
Non-customers (exchanging check drawn on Hometown Bank)	$10 per money order
Check Printing Cost (Deluxe)	Varies based on check selection
Gift Card	$4.99 per card
Travel Card	$9.99 per card / $4.95 reload cost
Deposit Bag - locked	$20 per bag
Deposit Bag - zippered	$5 per bag
Counter Checks	$1 per check
Coin Redeemed (non-customer)	$5 per occurrence
Currency and Coin Orders	
Level 1	$25 per month, up to 100 rolls or straps
Level 2	Contact us for pricing
Currency and Coin Deposited	
Level 1	$25 per month, up to $25,000.00 monthly
Level 2	Contact us for pricing
Debit Cards	
ATM Cash Withdrawal	No Charge at Hometown Bank ATMs
Debit Card PIN Reminder	$2
Debit Card Replacement Cost	$7 per card

International ATM/Debit Card Costs: 3% of transaction amount on ATM withdrawals and debit card purchases; plus, a currency conversion cost of .02% of the transaction amount on PIN-based ATM or debit card transactions.

Terms and Conditions of Your Account

Contents:

(1) Important Information about Procedures for Opening a New Account
(2) Agreement
(3) Liability
(4) Deposits
(5) Withdrawals
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Postdated Checks
Checks and Withdrawal Rules
A Temporary Debit Authorization Hold Affects Your Account Balance
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Multiple Signatures, Electronic Check Conversion, and Similar Transactions
Notice of Withdrawal
(6) Ownership of Account and Beneficiary Designation
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Joint Survivorship Account
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Single Account or Joint Survivorship Account with P.O.D. Beneficiaries
Marital Account with P.O.D. Beneficiaries
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(8) Stop Payments
(9) Telephone Transfers
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(11) Notices
(12) Statements
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Your Duty to Report Other Errors
Errors Relating to Electronic Fund Transfers or Substitute Checks
(13) Direct Deposits
(14) Temporary Account Agreement
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(16) Check Processing
(17) Check Cashing
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(19) Remotely Created Checks
(20) Unlawful Internet Gambling Notice
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(22) Facsimile Signatures
(23) Authorized Agent
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(25) Stale-Dated Checks
(26) Account Transfer
(27) Endorsements
(28) Death or Incompetence
(29) Fiduciary Accounts
(30) Credit Verification
(31) Legal Actions Affecting Your Account
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(34) Monitoring and Recording Telephone Calls and Consent to Receive Communications
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(36) Early Withdrawal Penalties
(37) Address or Name Changes
(38) Resolving Account Disputes
(39) Waiver of Notices
(40) Additional Terms

(1) Important Information about Procedures for Opening a New Account. To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

(2) Agreement. This document, along with any other documents we give you pertaining to your account(s), is a contract that establishes rules which control your account(s) with us. Please read this carefully and retain it for future reference. If you sign the signature card or open or continue to use the account, you agree to these rules. You will receive a separate schedule of rates, qualifying balances, and fees if they are not included in this document. If you have any questions, please call us.

This agreement is subject to applicable federal laws, the laws of the state of Wisconsin and other applicable rules such as the operating letters of the Federal Reserve Banks and payment processing system rules (except to the extent that this agreement can and does vary such rules or laws). The body of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced here. The purpose of this document is to:

1. summarize some laws that apply to common transactions;
2. establish rules to cover transactions or events which the law does not regulate;

3. establish rules for certain transactions or events which the law regulates but permits variation by agreement; and
4. give you disclosures of some of our policies to which you may be entitled or in which you may be interested.

If any provision of this document is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. We may permit some variations from our standard agreement, but we must agree to any variation in writing either on the signature card for your account or in some other document. Nothing in this document is intended to vary our duty to act in good faith and with ordinary care when required by law.

As used in this document the words "we," "our," and "us" mean the financial institution and the words "you" and "your" mean the account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account. However, this agreement does not intend, and the terms "you" and "your" should not be interpreted, to expand an individual's responsibility for an organization's liability. If this account is owned by a corporation, partnership or other organization, individual liability is determined by the laws generally applicable to that type of organization. The headings in this document are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so the singular includes the plural and the plural includes the singular.

"Party" means a person who, by the terms of an account, has a present right, subject to request, to payment from the account other than as an agent. A beneficiary of a P.O.D. account is a party only after the account becomes payable to them by reason of their surviving the original payee. A minor may be a party to an account, subject to withdrawal restrictions of Wisconsin law. Unless the context indicates otherwise, "party" includes a guardian, conservator, personal representative, or assignee, including an attaching creditor, of a party.

(3) Liability. You agree, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this account and the schedule of charges. You authorize us to deduct these charges, without notice to you, directly from the account balance as accrued. You will pay any additional reasonable charges for services you request which are not covered by this agreement.

Each of you also agrees to be jointly and severally (individually) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. This liability is due immediately, and can be deducted directly from the account balance whenever sufficient funds are available. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft.

You will be liable for our costs as well as for our reasonable attorneys' fees, to the extent permitted by law, whether incurred as a result of collection or in any other dispute involving your account. This includes, but is not limited to, disputes between you and another joint owner; you and an authorized signer or similar party; or a third party claiming an interest in your account. This also includes any action that you or a third party takes regarding the account that causes us, in good faith, to seek the advice of an attorney, whether or not we become involved in the dispute. All costs and attorneys' fees can be deducted from your account when they are incurred, without notice to you.

(4) Deposits. We will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn "on us"). Before settlement of any item becomes final, we act only as your agent, regardless of the form of endorsement or lack of endorsement on the item and even though we provide you provisional credit for the item. We may reverse any provisional credit for items that are lost, stolen, or returned. Unless prohibited by law, we also reserve the right to charge back to your account the amount of any item deposited to your account or cashed for you which was initially paid by the payor bank and which is later returned to us due to an allegedly forged, unauthorized or missing endorsement, claim of alteration, encoding error or other problem which in our judgment justifies reversal of credit. You authorize us to attempt to collect previously returned items without giving you notice, and in attempting to collect we may permit the payor bank to hold an item beyond the midnight deadline. Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. We are not responsible for transactions by mail or outside depository until we actually record them. We will treat and record all transactions received after our "daily cutoff time" on a business day we are open, or received on a day we are not open for business, as if initiated on the next business day that we are open. At our option, we may take an item for collection rather than for deposit. If we accept a third-party check for deposit, we may require any third-party endorsers to verify or guarantee their endorsements, or endorse in our presence.

(5) Withdrawals.

Generally. Unless clearly indicated otherwise on the account records, any of you, acting alone, who signs to open the account or has authority to make withdrawals may withdraw or transfer all or any part of the account balance at any time. Each of you (until we receive written notice to the contrary) authorizes each other person who signs or has authority to make withdrawals to endorse any item payable to you or your order for deposit to this account or any other transaction with us.

Postdated Checks. A postdated check is one which bears a date later than the date on which the check is written. We may properly pay and charge your account for a postdated check even though payment was made before the date of the check, unless we have received

written notice of the postdating in time to have a reasonable opportunity to act. Because we process checks mechanically, your notice will not be effective and we will not be liable for failing to honor your notice unless it precisely identifies the number, date, amount and payee of the item.

Checks and Withdrawal Rules. If you do not purchase your check blanks from us, you must be certain that we approve the check blanks you purchase. We may refuse any withdrawal or transfer request which you attempt on forms not approved by us or by any method we do not specifically permit. We may refuse any withdrawal or transfer request which is greater in number than the frequency permitted, or which is for an amount greater or less than any withdrawal limitations. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply the frequency limitations. In addition, we may place limitations on the account until your identity is verified.

Even if we honor a nonconforming request, we are not required to do so later. If you violate the stated transaction limitations (if any), in our discretion we may close your account or reclassify it as a transaction account. If we reclassify your account, your account will be subject to the fees and earnings rules of the new account classification.

If we are presented with an item drawn against your account that would be a "substitute check," as defined by law, but for an error or defect in the item introduced in the substitute check creation process, you agree that we may pay such item.

See the funds availability policy disclosure for information about when you can withdraw funds you deposit. For those accounts to which our funds availability policy disclosure does not apply, you can ask us when you make a deposit when those funds will be available for withdrawal. An item may be returned after the funds from the deposit of that item are made available for withdrawal. In that case, we will reverse the credit of the item. We may determine the amount of available funds in your account for the purpose of deciding whether to return an item for insufficient funds at any time between the time we receive the item and when we return the item or send a notice in lieu of return. We need only make one determination, but if we choose to make a subsequent determination, the account balance at the subsequent time will determine whether there are insufficient available funds.

A Temporary Debit Authorization Hold Affects Your Account Balance. On debit card purchases, merchants may request a temporary hold on your account for a specified sum of money, which may be more than the actual amount of your purchase. When this happens, our processing system cannot determine that the amount of the hold exceeds the actual amount of your purchase. This temporary hold, and the amount charged to your account, will eventually be adjusted to the actual amount of your purchase, but it may be up to three days before the adjustment is made. Until the adjustment is made, the amount of funds in your account available for other transactions will be reduced by the amount of the temporary hold. If another transaction is presented for payment in an amount greater than the funds left after the deduction of the temporary hold amount, that transaction will be a nonsufficient funds (NSF) transaction if we do not pay it or an overdraft transaction if we do pay it. You will be charged an NSF or overdraft fee according to our NSF or overdraft fee policy. You will be charged the fee even if you would have had sufficient funds in your account if the amount of the hold had been equal to the amount of your purchase.

Here is an example of how this can occur - assume for this example the following: (1) you have opted-in to our overdraft services for the payment of overdrafts on ATM and everyday debit card transactions, (2) we pay the overdraft, and (3) our overdraft fee is $35 per overdraft, but we do not charge the overdraft fee if the transaction overdraws the account by less than $10.

You have $120 in your account. You swipe your card at the card reader on a gasoline pump. Since it is unclear what the final bill will be, the gas station's processing system immediately requests a hold on your account in a specified amount, for example, $80. Our processing system authorizes a temporary hold on your account in the amount of $80, and the gas station's processing system authorizes you to begin pumping gas. You fill your tank and the amount of gasoline you purchased is only $50. Our processing system shows that you have $40 in your account available for other transactions ($120 - $80 = $40) even though you would have $70 in your account available for other transactions if the amount of the temporary hold was equal to the amount of your purchase ($120 - $50 = $70). Later, another transaction you have authorized is presented for payment from your account in the amount of $60 (this could be a check you have written, another debit card transaction, an ACH debit or any other kind of payment request). This other transaction is presented before the amount of the temporary hold is adjusted to the amount of your purchase (remember, it may take up to three days for the adjustment to be made). Because the amount of this other transaction is greater than the amount our processing system shows is available in your account, our payment of this transaction will result in an overdraft transaction. Because the transaction overdraws your account by $20, your account will be assessed the overdraft fee of $35 according to our overdraft fee policy. You will be charged this $35 fee according to our policy even though you would have had enough money in your account to cover the $60 transaction if your account had only been debited the amount of your purchase rather than the amount of the temporary hold or if the temporary hold had already been adjusted to the actual amount of your purchase.

Overdrafts. You understand that we may, at our discretion, honor withdrawal requests that overdraw your account. However, the fact that we may honor withdrawal requests that overdraw the account balance does not obligate us to do so later. So you can NOT rely on us to pay overdrafts on your account regardless of how frequently or under what circumstances we have paid overdrafts on your account in the past. We can change our practice of paying overdrafts on your account without notice to you. You can ask us if we have other account services that might be available to you where we commit to paying overdrafts under certain circumstances, such as an overdraft protection line-of-credit or a plan to sweep funds from another account you have with us. You agree that we may charge fees for overdrafts. For consumer accounts, we will not charge fees for overdrafts caused by ATM withdrawals or one-time debit card transactions if you have not opted-in to that service. We may use subsequent deposits, including direct deposits of social security or other government benefits, to cover such overdrafts and overdraft fees.

Multiple Signatures, Electronic Check Conversion, and Similar Transactions. An electronic check conversion transaction is a transaction where a check or similar item is converted into an electronic fund transfer as defined in the Electronic Fund Transfers regulation. In these types of transactions the check or similar item is either removed from circulation (truncated) or given back to you. As a result, we have no opportunity to review the check to examine the signatures on the item. You agree that, as to these or any items as to which we have no opportunity to examine the signatures, you waive any requirement of multiple signatures.

Notice of Withdrawal. We reserve the right to require not less than 7 days' notice in writing before each withdrawal from an interest-bearing account other than a time deposit or demand deposit, or from any other savings account as defined by Regulation D. (The law requires us to reserve this right, but it is not our general policy to use it.) Withdrawals from a time account prior to maturity or prior to any notice period may be restricted and may be subject to penalty. See your notice of penalty for early withdrawal.

(6) Ownership of Account and Beneficiary Designation. These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

Single-Party Account. Such an account is owned by one party.

Joint Account - No Survivorship *(As Tenants In Common)*. This is an account, other than a Marital Account or Joint Survivorship Account, owned by two or more parties and payable on request to one of two or more parties. The parties do not intend (merely by opening this account) to create any right of survivorship in any other party. We encourage the parties to agree and tell us in writing of the percentage of the deposit contributed by each of you. This information will not, however, affect the "number of signatures" necessary for withdrawal.

Joint Survivorship Account *(Not As Tenants In Common)*. Such an account is issued in the name of two or more persons. Each of you intend that upon your death the balance in the account (subject to any previous pledge to which we have consented) will belong to the survivor(s). If two or more of you survive, you will own the balance in the account as joint tenants with survivorship and not as tenants in common.

Marital Account. This is an account established without the right of survivorship by two parties who claim to be husband and wife and is payable on request to either or both parties.

Single Account or Joint Survivorship Account with P.O.D. Beneficiaries. Pay-on-death beneficiaries acquire the right to withdraw only if: (1) all parties creating the account die, and (2) the beneficiary is then living. If two or more beneficiaries are named and survive the death of all persons creating the account, such beneficiaries will own this account in equal shares, without right of survivorship. The person(s) creating this account type reserve the right to: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the deposit at any time.

Marital Account with P.O.D. Beneficiaries. Upon the death of either party, 50% of the funds on deposit are owned by the survivor and 50% are owned by the P.O.D. beneficiary(ies) named by the deceased party. If two or more beneficiaries are named by a party and survive the death of the party, they shall equally share the 50% that they own, without right of survivorship. The persons creating this account type reserve the right to: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the deposit at any time.

(7) Business, Organization, and Association Accounts. Earnings in the form of interest, dividends, or credits will be paid only on collected funds, unless otherwise provided by law or our policy. You represent that you have the authority to open and conduct business on this account on behalf of the entity. We may require the governing body of the entity opening the account to give us a separate authorization telling us who is authorized to act on its behalf. We will honor the authorization until we actually receive written notice of a change from the governing body of the entity.

(8) Stop Payments. Unless otherwise provided, the rules in this section cover stopping payment of items such as checks and drafts. Rules for stopping payment of other types of transfers of funds, such as consumer electronic fund transfers, may be established by law or our policy. If we have not disclosed these rules to you elsewhere, you may ask us about those rules.

We may accept an order to stop payment on any item from any one of you. You must make any stop-payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. Because stop-payment orders are handled by computers, to be effective, your stop-payment order must precisely identify the number, date, and amount of the item, and the payee.

You may stop payment on any item drawn on your account whether you sign the item or not. Generally, if your stop-payment order is given to us in writing it is effective for six months. Your order will lapse after that time if you do not renew the order in writing before the end of the six-month period. If the original stop-payment order was oral your stop-payment order will lapse after 14 calendar days if you do not confirm your order in writing within that time period. We are not obligated to notify you when a stop-payment order expires. A release of the stop-payment request may be made only by the person who initiated the stop-payment order.

If you stop payment on an item and we incur any damages or expenses because of the stop payment, you agree to indemnify us for those damages or expenses, including attorneys' fees. You assign to us all rights against the payee or any other holder of the item. You agree to cooperate with us in any legal actions that we may take against such persons. You should be aware that anyone holding the item may be entitled to enforce payment against you despite the stop-payment order.

Our stop-payment cutoff time is one hour after the opening of the next banking day after the banking day on which we receive the item. Additional limitations on our obligation to stop payment are provided by law (e.g., we paid the item in cash or we certified the item).

(9) Telephone Transfers. A telephone transfer of funds from this account to another account with us, if otherwise arranged for or permitted, may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing. Unless a different limitation is disclosed in writing, we restrict the number of transfers from a savings account to another account or to third parties, to a maximum of six per month (less the number of "preauthorized transfers" during the month). Other account transfer restrictions may be described elsewhere.

(10) Amendments and Termination. We may change any term of this agreement. Rules governing changes in interest rates are provided separately in the Truth-in-Savings disclosure or in another document. For other changes, we will give you reasonable notice in writing or by any other method permitted by law. We may also close this account at any time upon reasonable notice to you and tender of the account balance personally or by mail. Items presented for payment after the account is closed may be dishonored. When you close your account, you are responsible for leaving enough money in the account to cover any outstanding items to be paid from the account. Reasonable notice depends on the circumstances, and in some cases such as when we cannot verify your identity or we suspect fraud, it might be reasonable for us to give you notice after the change or account closure becomes effective. For instance, if we suspect fraudulent activity with respect to your account, we might immediately freeze or close your account and then give you notice. If we have notified you of a change in any term of your account and you continue to have your account after the effective date of the change, you have agreed to the new term(s).

(11) Notices. Any written notice you give us is effective when we actually receive it, and it must be given to us according to the specific delivery instructions provided elsewhere, if any. We must receive it in time to have a reasonable opportunity to act on it. If the notice is regarding a check or other item, you must give us sufficient information to be able to identify the check or item, including the precise check or item number, amount, date and payee. Written notice we give you is effective when it is deposited in the United States Mail with proper postage and addressed to your mailing address we have on file. Notice to any of you is notice to all of you.

(12) Statements.

Your Duty to Report Unauthorized Signatures, Alterations, and Forgeries. You must examine your statement of account with "reasonable promptness." If you discover (or reasonably should have discovered) any unauthorized signatures or alterations, you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these duties, you will have to either share the loss with us, or bear the loss entirely yourself (depending on whether we used ordinary care and, if not, whether we substantially contributed to the loss). The loss could be not only with respect to items on the statement but other items with unauthorized signatures or alterations by the same wrongdoer.

You agree that the time you have to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of 30 days from when the statement is first sent or made available to you.

You further agree that if you fail to report any unauthorized signatures, alterations or forgeries in your account within 60 days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and as between you and us the loss will be entirely yours. This 60-day limitation is without regard to whether we used ordinary care. The

limitation in this paragraph is in addition to that contained in the first paragraph of this section.

Your Duty to Report Other Errors. In addition to your duty to review your statements for unauthorized signatures, alterations and forgeries, you agree to examine your statement with reasonable promptness for any other error - such as an encoding error. In addition, if you receive or we make available either your items or images of your items, you must examine them for any unauthorized or missing endorsements or any other problems. You agree that the time you have to examine your statement and items and report to us will depend on the circumstances. However, this time period shall not exceed 60 days. Failure to examine your statement and items and report any errors to us within 60 days of when we first send or make the statement available precludes you from asserting a claim against us for any errors on items identified in that statement and as between you and us the loss will be entirely yours.

Errors Relating to Electronic Fund Transfers or Substitute Checks *(For consumer accounts only)*. For information on errors relating to electronic fund transfers (e.g., computer, debit card or ATM transactions) refer to your Electronic Fund Transfers disclosure and the sections on consumer liability and error resolution. For information on errors relating to a substitute check you received, refer to your disclosure entitled Substitute Checks and Your Rights.

(13) Direct Deposits. If we are required for any reason to reimburse the federal government for all or any portion of a benefit payment that was directly deposited into your account, you authorize us to deduct the amount of our liability to the federal government from the account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of our liability.

(14) Temporary Account Agreement. If the account documentation indicates that this is a temporary account agreement, each person who signs to open the account or has authority to make withdrawals (except as indicated to the contrary) may transact business on this account. However, we may at some time in the future restrict or prohibit further use of this account if you fail to comply with the requirements we have imposed within a reasonable time.

(15) Setoff. We may (without prior notice and when permitted by law) set off the funds in this account against any due and payable debt any of you owe us now or in the future. If a joint or P.O.D. account requires the signatures of all of the parties for purposes of withdrawal then the account shall be subject to setoff to the extent of the net contributions of the debtor party to the account. If this account is owned by one or more of you as individuals, we may set off any funds in the account against a due and payable debt a partnership owes us now or in the future, to the extent of your liability as a partner for the partnership debt. If your debt arises from a promissory note, then the amount of the due and payable debt will be the full amount we have demanded, as entitled under the terms of the note, and this amount may include any portion of the balance for which we have properly accelerated the due date.

This right of setoff does not apply to this account if prohibited by law. For example, the right of setoff does not apply to this account if: (a) it is an Individual Retirement Account or similar tax-deferred account, or (b) the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest), or (c) the debtor's right of withdrawal only arises in a representative capacity, or (d) setoff is prohibited by the Military Lending Act or its implementing regulations. We will not be liable for the dishonor of any check when the dishonor occurs because we set off a debt against this account. You agree to hold us harmless from any claim arising as a result of our exercise of our right of setoff.

(16) Check Processing. We process items mechanically by relying solely on the information encoded in magnetic ink along the bottom of the items. This means that we do not individually examine all of your items to determine if the item is properly completed, signed and endorsed or to determine if it contains any information other than what is encoded in magnetic ink. You agree that we have exercised ordinary care if our automated processing is consistent with general banking practice, even though we do not inspect each item. Because we do not inspect each item, if you write a check to multiple payees, we can properly pay the check regardless of the number of endorsements unless you notify us in writing that the check requires multiple endorsements. We must receive the notice in time for us to have a reasonable opportunity to act on it, and you must tell us the precise date of the check, amount, check number and payee. We are not responsible for any unauthorized signature or alteration that would not be identified by a reasonable inspection of the item. Using an automated process helps us keep costs down for you and all account holders.

(17) Check Cashing. We may charge a fee for anyone that does not have an account with us who is cashing a check, draft or other instrument written on your account. We may also require reasonable identification to cash such a check, draft or other instrument. We can decide what identification is reasonable under the circumstances and such identification may be documentary or physical and may include collecting a thumbprint or fingerprint.

(18) Truncation, Substitute Checks, and Other Check Images. If you truncate an original check and create a substitute check, or other paper or electronic image of the original check, you warrant that no one will be asked to make payment on the original check, a substitute check or any other electronic or paper image, if the payment obligation relating to the original check has already been

paid. You also warrant that any substitute check you create conforms to the legal requirements and generally accepted specifications for substitute checks. You agree to retain the original check in conformance with our internal policy for retaining original checks. You agree to indemnify us for any loss we may incur as a result of any truncated check transaction you initiate. We can refuse to accept substitute checks that have not previously been warranted by a bank or other financial institution in conformance with the Check 21 Act. Unless specifically stated in a separate agreement between you and us, we do not have to accept any other electronic or paper image of an original check.

(19) Remotely Created Checks. Like any standard check or draft, a remotely created check (sometimes called a telecheck, preauthorized draft or demand draft) is a check or draft that can be used to withdraw money from an account. Unlike a typical check or draft, however, a remotely created check is not issued by the paying bank and does not contain the signature of the account owner (or a signature purported to be the signature of the account owner). In place of a signature, the check usually has a statement that the owner authorized the check or has the owner's name typed or printed on the signature line.

You warrant and agree to the following for every remotely created check we receive from you for deposit or collection: (1) you have received express and verifiable authorization to create the check in the amount and to the payee that appears on the check; (2) you will maintain proof of the authorization for at least 2 years from the date of the authorization, and supply us the proof if we ask; and (3) if a check is returned you owe us the amount of the check, regardless of when the check is returned. We may take funds from your account to pay the amount you owe us, and if there are insufficient funds in your account, you still owe us the remaining balance.

(20) Unlawful Internet Gambling Notice. Restricted transactions as defined in Federal Reserve Regulation GG are prohibited from being processed through this account or relationship. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in unlawful Internet gambling.

(21) ACH and Wire Transfers. This agreement is subject to Article 4A of the Uniform Commercial Code - Fund Transfers as adopted in the state in which you have your account with us. If you originate a fund transfer and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by automated clearing house association rules. These rules provide, among other things, that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited. Credit entries may be made by ACH. If we receive a payment order to credit an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit.

(22) Facsimile Signatures. Unless you make advance arrangements with us, we have no obligation to honor facsimile signatures on your checks or other orders. If we do agree to honor items containing facsimile signatures, you authorize us, at any time, to charge you for all checks, drafts, or other orders, for the payment of money, that are drawn on us. You give us this authority regardless of by whom or by what means the facsimile signature(s) may have been affixed so long as they resemble the facsimile signature specimen filed with us, and contain the required number of signatures for this purpose. You must notify us at once if you suspect that your facsimile signature is being or has been misused.

(23) Authorized Agent. An authorized agent is a person who by the terms of the account, has a present right, subject to request, to payment from the account on behalf of all of the parties to the account. The owner(s) do not give up any rights to act on the account, and the agent may not in any manner affect the rights of the owner(s) or beneficiaries, if any, other than by withdrawing funds from the account. The owner(s) are responsible for any transactions of the agent. We undertake no obligation to monitor transactions to determine that they are on the owners behalf. The owner(s) may terminate the agency at any time. Unless the owner(s) provide otherwise, the agency is automatically terminated by the legal disability of an owner. However, we may continue to honor the transactions of the agent until: (a) we have received written notice or have actual knowledge of the termination of the agency, and (b) we have a reasonable opportunity to act on that notice or knowledge. We may refuse to accept an agent.

(24) Restrictive Legends or Endorsements. The automated processing of the large volume of checks we receive prevents us from inspecting or looking for restrictive legends, restrictive endorsements or other special instructions on every check. Examples of restrictive legends placed on checks are "must be presented within 90 days" or "not valid for more than $1,000.00." The payee's signature accompanied by the words "for deposit only" is an example of a restrictive endorsement. For this reason, we are not required to honor any restrictive legend or endorsement or other special instruction placed on checks you write unless we have agreed in writing to the restriction or instruction.

Unless we have agreed in writing, we are not responsible for any losses, claims, damages, or expenses that result from your placement of these restrictions or instructions on your checks.

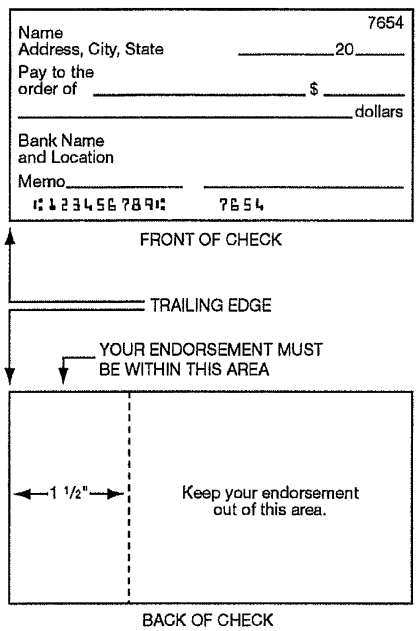
(25) Stale-Dated Checks. We are not obligated to, but may at our option, pay a check, other than a certified check, presented for payment more than six months after its date. If you do not want us to pay a stale-dated check, you must place a stop-payment order on the check in the manner we have described elsewhere.

(26) Account Transfer. This account may not be transferred or assigned without our prior written consent.

(27) Endorsements. We may accept for deposit any item payable to you or your order, even if they are not endorsed by you. We may give cash back to any one of you. We may supply any missing endorsement(s) for any item we accept for deposit or collection, and you warrant that all endorsements are genuine.

To ensure that your check or share draft is processed without delay, you must endorse it (sign it on the back) in a specific area. Your entire endorsement (whether a signature or a stamp) along with any other endorsement information (e.g., additional endorsements, ID information, driver's license number, etc.) must fall within 1 1/2" of the "trailing edge" of a check. Endorsements must be made in blue or black ink, so that they are readable by automated check processing equipment.

As you look at the front of a check, the "trailing edge" is the left edge. When you flip the check over, be sure to keep all endorsement information within 1 1/2" of that edge.



It is important that you confine the endorsement information to this area since the remaining blank space will be used by others in the processing of the check to place additional needed endorsements and information. You agree that you will indemnify, defend, and hold us harmless for any loss, liability, damage or expense that occurs because your endorsement, another endorsement, or information you have printed on the back of the check obscures our endorsement. These endorsement guidelines apply to both personal and business checks.

(28) Death or Incompetence. You agree to notify us promptly if any person with a right to withdraw funds from your account(s) dies or is adjudicated (determined by the appropriate official) incompetent. We may continue to honor your checks, items, and instructions until: (a) we know of your death or adjudication of incompetence, and (b) we have had a reasonable opportunity to act on that knowledge. You agree that we may pay or certify checks drawn on or before the date of death or adjudication of incompetence for up to ten (10) days after your death or adjudication of incompetence unless ordered to stop payment by someone claiming an interest in the account.

(29) Fiduciary Accounts. Accounts may be opened by a person acting in a fiduciary capacity. A fiduciary is someone who is appointed to act on behalf of and for the benefit of another. We are not responsible for the actions of a fiduciary, including the misuse of funds. This account may be opened and maintained by a person or persons named as a trustee under a written trust agreement, or as executors, administrators, or conservators under court orders. You understand that by merely opening such an account, we are not acting in the capacity of a trustee in connection with the trust nor do we undertake any obligation to monitor or enforce the terms of the trust or letters.

(30) Credit Verification. You agree that we may verify credit and employment history by any necessary means, including preparation of a credit report by a credit reporting agency.

(31) Legal Actions Affecting Your Account. If we are served with a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant, or similar order relating to your account (termed "legal action" in this section), we will comply with that legal action. Or, in our discretion, we may freeze the assets in the account and not allow any payments out of the account until a final court determination regarding the legal action. We may do these things even if the legal action involves less than all of you. In these cases, we will not have any liability to you if there are insufficient funds to pay your items because we have withdrawn funds from your account or in any way restricted access to your funds in accordance with the legal action. Any fees or expenses we incur in responding to any legal action (including, without limitation, attorneys' fees and our internal expenses) may be charged against your account. The list of fees applicable to your account(s) provided elsewhere may specify additional fees that we may charge for certain legal actions.

(32) Security. It is your responsibility to protect the account numbers and electronic access devices (e.g., an ATM card) we provide you for your account(s). Do not discuss, compare, or share information about your account number(s) with anyone unless you are willing to give them full use of your money. An account number can be used by thieves to issue an electronic debit or to encode your number on a false demand draft which looks like and functions like an authorized check. If you furnish your access device and grant actual authority to make transfers to another person (a family member or coworker, for example) who then exceeds that authority, you are liable for the transfers unless we have been notified that transfers by that person are no longer authorized. Your account number can also be used to electronically remove money from your account, and payment can be made from your account even though you did not contact us directly and order the payment. You must also take precaution in safeguarding your blank checks. Notify us at once if you believe your checks have been lost or stolen. As between you and us, if you are negligent in safeguarding your checks, you must bear the loss entirely yourself or share the loss with us (we may have to share some of the loss if we failed to use ordinary care and if we substantially contributed to the loss).

Except for consumer electronic funds transfers subject to Regulation E, you agree that if we offer you services appropriate for your account to help identify and limit fraud or other unauthorized transactions against your account, such as positive pay or commercially reasonable security procedures, and you reject those services, you will be responsible for any fraudulent or unauthorized transactions which could have been prevented by the services we offered, unless we acted in bad faith or to the extent our negligence contributed to the loss. If we offered you a commercially reasonable security procedure which you reject, you agree that you are responsible for any payment order, whether authorized or not, that we accept in compliance with an alternative security procedure that you have selected.

(33) Telephonic Instructions. Unless required by law or we have agreed otherwise in writing, we are not required to act upon instructions you give us via facsimile transmission or leave by voice mail or on a telephone answering machine.

(34) Monitoring and Recording Telephone Calls and Consent to Receive Communications. Subject to federal and state law, we may monitor or record phone calls for security reasons, to maintain a record and to ensure that you receive courteous and efficient service. You consent in advance to any such recording.

To provide you with the best possible service in our ongoing business relationship for your account we may need to contact you about your account from time to time by telephone, text messaging or email. However, we must first obtain your consent to contact you about your account because we must comply with the consumer protection provisions in the federal Telephone Consumer Protection Act of 1991 (TCPA), CAN-SPAM Act and their related federal regulations and orders issued by the Federal Communications Commission (FCC).

- Your consent is limited to your account, and as authorized by applicable law and regulations.
- Your consent does not authorize us to contact you for telemarketing purposes (unless you otherwise agreed elsewhere).

With the above understandings, you authorize us to contact you regarding your account throughout its existence using any telephone numbers or email addresses that you have previously provided to us or that you may subsequently provide to us.

This consent is regardless of whether the number we use to contact you is assigned to a landline, a paging service, a cellular wireless service, a specialized mobile radio service, other radio common carrier service or any other service for which you may be charged for the call. You further authorize us to contact you through the use of voice, voice mail and text messaging, including the use of pre-recorded or artificial voice messages and an automated dialing device.

If necessary, you may change or remove any of the telephone numbers or email addresses at any time using any reasonable means to notify us.

(35) Claim of Loss. If you claim a credit or refund because of a forgery, alteration, or any other unauthorized withdrawal, you agree to cooperate with us in the investigation of the loss, including giving us an affidavit containing whatever reasonable information we require concerning your account, the transaction, and the circumstances surrounding the loss. You will notify law enforcement authorities of any criminal act related to the claim of lost, missing, or stolen checks or unauthorized withdrawals. We will have a reasonable period of time to investigate the facts and circumstances surrounding any claim of loss. Unless we have acted in bad faith, we will not be liable for special or consequential damages, including loss of profits or opportunity, or for attorneys' fees incurred by you. You agree that you will not waive any rights you have to recover your loss against anyone who is obligated to repay, insure, or otherwise reimburse you for your loss. You will pursue your rights or, at our option, assign them to us so that we may pursue them. Our liability will be reduced by the amount you recover or are entitled to recover from these other sources.

(36) Early Withdrawal Penalties *(and involuntary withdrawals)*. We may impose early withdrawal penalties on a withdrawal from a time account even if you don't initiate the withdrawal. For instance, the early withdrawal penalty may be imposed if the withdrawal is caused by our setoff against funds in the account or as a result of an attachment or other legal process. We may close your account and

impose the early withdrawal penalty on the entire account balance in the event of a partial early withdrawal. See your notice of penalty for early withdrawals for additional information.

(37) Address or Name Changes. You are responsible for notifying us of any change in your address or your name. Unless we agree otherwise, change of address or name must be made in writing by at least one of the account holders. Informing us of your address or name change on a check reorder form is not sufficient. We will attempt to communicate with you only by use of the most recent address you have provided to us. If provided elsewhere, we may impose a service fee if we attempt to locate you.

(38) Resolving Account Disputes. We may place an administrative hold on the funds in your account (refuse payment or withdrawal of the funds) if it becomes subject to a claim adverse to (1) your own interest; (2) others claiming an interest as survivors or beneficiaries of your account; or (3) a claim arising by operation of law. The hold may be placed for such period of time as we believe reasonably necessary to allow a legal proceeding to determine the merits of the claim or until we receive evidence satisfactory to us that the dispute has been resolved. We will not be liable for any items that are dishonored as a consequence of placing a hold on funds in your account for these reasons.

(39) Waiver of Notices. To the extent permitted by law, you waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your account. For example, if you deposit a check and it is returned unpaid or we receive a notice of nonpayment, we do not have to notify you unless required by federal Regulation CC or other law.

(This area left intentionally blank)

(40) Additional Terms.

Wolters Kluwer Financial Services © 2016

FUNDS AVAILABILITY POLICY

HOMETOWN BANK - WAUTOMA
105 PLAZA ROAD
WAUTOMA, WI 54982

YOUR ABILITY TO WITHDRAW FUNDS

Our policy is to make funds from your deposits available to you on the first business day after the day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once the funds are available you can withdraw them in cash and we will use them to pay checks you have written.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before 5:30 PM on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after 5:30 PM, or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

Longer Delays May Apply

In some cases, we will not make all of the funds you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the SECOND business day after the day of your deposit. The first $200 of your deposits, however, will be available on the first business day after the day of your deposit

If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit.

If you will need the funds from a deposit right away, you should ask us when the funds will be available.

In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than $5,000 on any one day.
- You deposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the SEVENTH business day after the day of your deposit.

Funds deposited at a non-proprietary ATM will be available on the FOURTH business day after deposit.

SPECIAL RULES FOR NEW ACCOUNTS

If you are a new customer, the following special rules may apply during the first 30 days your account is open.

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first $5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state, and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over $5,000 will be available on the SEVENTH business day after the day of your deposit. If your deposit of these checks (other than U.S. Treasury checks) is not made in person to one of our employees, the first $5,000 will not be available until the SECOND business day after the day of your deposit.

Funds from all other check deposits will be available on the SEVENTH business day after the day of your deposit.

If you have questions regarding your deposits, contact us at 9207870160 .

COMMITTEE OF THE WHOLE **ITEM NUMBER 5B**

DATE: February 4, 2020

SUBJECT: **RESOLUTION 4991(44)** - To approve a contract with Rapp Consulting Group to conduct the 2020 Strategic Planning Session.

SUBMITTED BY: Carina Walters, City Administrator

BACKGROUND/HISTORY:

The last Strategic Planning Session was conducted by Craig Rapp in 2015 through Northern Illinois University Center for Governmental Studies. Staff contacted Mr. Rapp to develop and facilitate the 2020–2023 Plan at the request and direction of the Mayor and Common Council. A Strategic Plan will help serve as an organizational roadmap to address critical issues, find innovative ways to achieve goals, use resources efficiently and effectively and anticipate issues and develop policies to meet future needs.

After completing the review of the proposed agreement from Rapp Consulting Group, staff recommends approving an agreement with Craig Rapp. The attached contract includes examining and assessing the current environment, determining strategic priorities, establishing measurable outcomes and creating a three-year strategic plan by working with the Mayor, Council, staff and key stakeholders.

An additional session is scheduled to develop action plans with staff to ensure goals and priorities are achieved within the targeted deadlines. The fee to conduct the Strategic Plan session is $11,650, plus travel expenses.

The Strategic Plan Retreat will be April 17 and April 18; however, further details for this session will be forthcoming after approval of a contract with the facilitator.

BUDGET/FISCAL IMPACT:

The fee to conduct the Strategic Plan session with Rapp Consulting Group is $11,650, plus travel expenses, and is within the 2020 Annual Budget.

RECOMMENDATION:

Staff recommends approval of the 2020 Strategic Plan contract with Rapp Consulting Group.

TIMING/IMPLEMENTATION:

This item is for discussion at the February 4, 2020 Committee of the Whole meeting, and is scheduled for final consideration during the same evening Common Council meeting.

Attachments

Res 4991(44) Rapp Consulting Group

Agreement with Rapp Consulting

Resolution No. 4991(44)
Introduced by: Committee of the Whole

A RESOLUTION APPROVING AN AGREEMENT WITH RAPP CONSULTING GROUP FOR THE DEVELOPMENT AND FACILITATION OF A STRATEGIC PLANNING WORKSHOP

WHEREAS, the City of Burlington from time to time seeks to conduct Strategic Planning Workshops; and,

WHEREAS, Rapp Consulting Group has been recommended for such services; and,

WHEREAS, the fee for such services from Rapp Consulting Group will not exceed $11,650 plus travel expense fees, as indicated in the attached agreement, attached hereto as Attachment "A".

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Burlington that a retaining Rapp Consulting Group to develop and facilitate a Strategic Planning Workshop is hereby approved.

BE IT FURTHER RESOLVED that the Mayor be and are hereby authorized and directed to execute such agreement on behalf of the City.

Introduced: February 4, 2020
Adopted:

_____
Jeannie Hefty, Mayor

Attest:

_____
Diahnn Halbach, City Clerk

RAPP CONSULTING GROUP

January 21, 2020

Carina Walters
City Administrator
City of Burlington
300 North Pine Street
Burlington, WI 53105

RE: Proposal for Strategic Planning facilitation

Dear Ms. Walters,

Based upon your interest in strategic planning assistance, the attached proposal is submitted for your consideration.

The proposal specifically addresses the City's desired outcomes as we understand them:

- Establishing strategic priorities, measurable outcomes, and performance targets for the next three-five-year performance period. The process will deliver a set of initiatives and actionable plans based upon a facilitated process with the City Council and staff.

Also included is a brief summary of my credentials, along with a representative client list. As you know, I have over 30 years of experience as a senior executive and consultant to local government and have conducted hundreds of workshops and strategy sessions across the country, including the City of Burlington in 2015.

Thank you for the opportunity to provide these services to the City of Burlington.

Yours truly,

Craig Rapp
President

40 East Chicago Avenue #340, Chicago, IL 60611
800-550-0692 • www.craigrapp.com

Proposal
The following describes a multi-step strategic planning process. The process is designed to deliver a strategic plan with performance targets and detailed action plans.

I. **Project planning meeting with City Administrator and staff- 2-3 hour meeting**
Prior to initiating action, a project review meeting with the City Administrator and senior management team will be held for the following purposes: verify expected outcomes; explain strategic planning process, review mission, vision and values to determine the need for updating; discuss/instruct group on developing an environmental scan and organizational profile; review progress on previous plan and how/whether to include in current process; discuss any unique issues to be addressed. This meeting will also be used to set project schedules and finalize the communication process.

a. Meeting with City Administrator and designated management staff
b. Summary of meeting—outline of process

II. **Environmental Scanning**
The first step in the strategic planning process is a review of the operating environment. This will be accomplished in three ways- (1) through an "*environmental scan*"- a systematic review of major environmental factors that affect the City's operating environment such as: financial & economic conditions (internal and external), workforce capacity and capabilities, infrastructure condition, intergovernmental relations, citizen/stakeholder issues, and the regulatory environment; (2) An *organizational profile*- which establishes a "snapshot" of the organization—a description of staff: capabilities, capacity structure; a description of governance and leadership—legal structure, processes: a description of capital resources: infrastructure, facilities, vehicles-condition and risk; (3) A *SWOT* (Strengths, Weaknesses, Opportunities, Threats) *analysis*— accomplished via a questionnaire sent out to the Council, senior management team and others identified by the City. The environmental scan and profile will be presented to the Council prior to the strategy retreat, the SWOT analysis at the strategy retreat.

Activity #1 – Conduct Environmental Scan and Organizational Profile
Staff will develop an environmental scan--a summary of issues and conditions that affect the organization. In conjunction with the scan will be an organizational profile--which provides a baseline description of the organization. These documents will be sent to the Council in advance of the first strategy session. The consultant will provide a format and examples to the staff and provide review and editorial assistance if desired.

a. Develop and distribute Environmental scan and profile documents
b. Provide staff support as required

Activity #2 – Administer SWOT questionnaire
A SWOT questionnaire will be administered to all strategic planning participants. This will provide information regarding the current operating environment. The results will be aggregated to ensure anonymity and maximize candor. The data generated will be used at the first strategic planning session.

a. Prepare and distribute questionnaire
b. Provide staff support as required

III. **<u>Strategic Planning Session #1- Review Environmental Scan.</u>**
This session is held prior to the strategic planning "retreat" (sessions 2, 3) and is dedicated to reviewing the operating environment via the results of the environmental scan. The staff will present the environmental scan.

a. Prepare and summarize data
b. Present to Council
c. Facilitate discussion

IV. **Strategic Planning Retreat (Session #2)- Examine Operating Environment, Identify Strategic Priorities—4 hour meeting**
This session will include the Council, leadership team and selected others from the community. The session will focus on reviewing or confirming organizational purpose, examining the operating environment, and identifying priorities. The group will review the City's mission, vision and organizational values, and update them if necessary. A facilitated process focused will follow focused on the SWOT results, environmental scan, and organizational value proposition. This will yield a list of organizational challenges, and if time permits, a set of 4-6 strategic priorities.

a. Develop meeting process
b. Review and integrate information, facilitate session
c. Summarize results

V. **Strategic Planning Retreat (Session #3) – Establish Desired Outcomes, Key Outcome Indicators, Performance Targets- 3-5 hour meeting**
The third session will be dedicated finalizing work of the first session and to development of Outcomes, Indicators, and Performance Targets. Using a facilitated process, the Council and leadership team will develop and align these with the Strategic Priorities established in the previous session.

a. Prepare background materials
b. Review previous session discussion/results
c. Discuss plans/documents with the City Administrator
d. Facilitate session
e. Summarize results

VI. **Strategic Plan Session #4-—Develop Strategic Initiatives/Action Plans – 3-hour meeting**
This session will be conducted with the management staff and will focus exclusively on developing strategic initiatives and beginning the process of creating detailed action plans for each strategic priority, in line with the Desired Outcomes and Targets. Action plans need to be developed in sufficient detail to establish accountability and make the effort real. The session will include a review of the strategic planning process to provide guidance on the development of effective plans.

a. Meeting/phone conference with City Administrator
b. Prepare background materials
c. Review previous session discussion/results
d. Facilitate session, train group
e. Summarize results

VII. **Summary Report**. A summary report, detailing the process, including the outcomes, targets and draft action plans, will be prepared and submitted to the City.

a. Prepare summary report

Proposed Fee

The total fee- exclusive of travel, is: **$11,650.00**

Payments shall occur according to the following schedule:

1. Twenty-five percent (25%) **$2,912.50** upon execution of this agreement;
2. Fifty percent (50%) **$5,825.00** (plus travel) upon completion of Step V-Strategy Retreat
3. Twenty-five percent (25%) **$2,912.50** (plus travel) upon submittal of final report
4. Payments shall be made upon receipt of an itemized invoice (payments 2 & 3).

If this proposal is acceptable, please sign below and return one copy to Craig Rapp at craig@craigrapp.com

Approval:

_____

for the City of Burlington Date

Craig Rapp, President 1/21/2020

REFERENCES

Below is a list of strategic planning projects led by Craig Rapp over the past year. In the past five years, I have delivered over 70 strategic plans to local governments:

1. City of River Falls, WI
2. Village of Roselle, IL
3. Roselle Park District, IL
4. Village of Lemont, IL
5. Oswego Public Library District, IL
6. Lisle-Woodridge Fire District, IL
7. Village of Wauconda, IL
8. City of White Bear Lake, MN
9. City of Blaine, MN
10. City of Wayzata, MN

Contact:
Scot Simpson, City Administrator, City of River Falls, ssimpson@rfcity.org; 715-426-3402
Jeff O'Dell, Village Administrator, Village of Roselle, jodell@roselle.il.us, 630-671-2808
Lynn Mcateer, Executive Director, Roselle Park District, lmcateer@rparks.org; 630-894-1027
George Schafer, Village Administrator, Village of Lemont- gschafer@lemont.il.us; 630-257-1590
Sarah Skilton, Executive Director, Oswego Public Library District-sskilton@osweg.lib.il.us; 847-504-9400
Keith Krestan, Fire Chief, Lisle-Woodridge Fire District, kkrestan@lwfd.org; 630-353-3051
Kevin Timony, Village Administrator, Village of Wauconda, ktimony@wauconda-il.gov; 847-526-9600
Ellen Hiniker, City Manager, City of White Bear Lake, ehiniker@whitebearlake.org; 651-429-8516
Joe Huss, Finance Director, City of Blaine, jhuss@blainemn.gov; 763-784-6700
Jeff Dahl, City Manager, City of Wayzata, jdahl@wayzata.org; 952-404-5309

Craig Rapp, President, Rapp Consulting Group & Craig Rapp, LLC is a nationally recognized speaker, a former city manager, and the former Director of Consulting for the International City-County Management Association (ICMA). Mr. Rapp speaks and conducts workshops throughout the United States on a wide range of subjects such as: leading in difficult political environments, effective governance, service delivery optimization, and authentic leadership.

Mr. Rapp's thirty-five years of experience as a senior executive in the public, private and non-profit sectors, including service as city manager in three cities, senior director at a regional agency, and senior executive at two privately held companies. The focus of his work is leadership development, strategic planning and optimizing organizational performance. He has a master's degree in public administration, a bachelor's degree in urban studies, and has completed the Senior Executive Institute at the University of Virginia.

COMMITTEE OF THE WHOLE **ITEM NUMBER 5C**

DATE: February 4, 2020

SUBJECT: **RESOLUTION 4992(45)** - To approve the Annual Contract between the City of Burlington and the Racine County Economic Development Corporation (RCEDC) for 2020 Economic Development Initiatives in the amount of $47,800.

SUBMITTED BY: Carina Walters, City Administrator

BACKGROUND/HISTORY:

The Racine County Economic Development Corporation (RCEDC) has been an important asset in the City's economic development. In particular, RCEDC works closely with staff and businesses wishing to locate to and/or expand in Burlington. Such initiatives have included both federal and state funding. Further, RCEDC has been an essential resource during the 2016 Downtown Strategic Plan sessions, future developments, monitoring of the Revolving Loan Funds and continues to foster and facilitate economic initiatives to our Strategic Plan.

The cost of this assistance to Burlington is divided into two components. First, for economic and community development assistance, the cost is $43,672, an increase of $1,272 ($42,400) from 2019, which is the first increase since 2016. Second, the annual cost of administration of Burlington's CDBG RLF is $4,128, which is a decrease of $1,110.82 ($5,238.82) from 2019. This amount is based on 20 percent of the loan payments (see Attachment A) and is an expense charged to the Burlington CDBG RLF loan fund (originally sourced with Wisconsin CDBG program). This cost may change should additional loans be made or should other loans be paid in full. The RCEDC will notify Burlington of any changes. The cost of administering the Burlington RLF is currently covered through monthly servicing fees charged directly to the RLF loan recipients. Administrative costs will continue to be charged directly to the customer; however, RCEDC proposes that these costs be covered through interest payments made by the borrowers.

Payments will be made during the first week of each quarter, upon the receipt of an invoice from the RCEDC. The cost of developing any additional materials and significant printing and mailing of items necessary to implement these services are outside the scope of the Agreement and will be negotiated on an as necessary basis.

BUDGET/FISCAL IMPACT:

Costs associated with this contract are within the 2020 annual budget.

RECOMMENDATION:

Staff recommends approval of this annual renewal to retain valuable services and resources with RCEDC.

TIMING/IMPLEMENTATION:

This item is for discussion at the February 4, 2020 Committee of the Whole meeting and scheduled for final consideration at the February 19, 2020 Common Council meeting.

Attachments

Res 4992(45) 2020 RCEDC Agreement

2020 RCEDC Contract

Resolution No.
Introduced by: Committee of the Whole

A RESOLUTION APPROVING A LETTER OF AGREEMENT BETWEEN THE CITY OF BURLINGTON AND THE RACINE COUNTY ECONOMIC DEVELOPMENT CORPORATION (RCEDC) FOR 2020

WHEREAS, the *Racine County Economic Development Corporation* provides economic development, community development, and related technical assistance to the City of Burlington; and,

WHEREAS, the *Racine County Economic Development Corporation* also coordinates this assistance on a day-to-day basis with the City Administration, as well as coordinating the discussion of policy-related issues with the City Administration, the Mayor and City Council; and,

WHEREAS, the City of Burlington believes that it is in the City's best interest to contract with the *Racine County Economic Development Corporation* for organizational development assistance, business retention assistance, business attraction activities, community development assistance, and business financing assistance; and,

WHEREAS, the *Racine County Economic Development Corporation* has been a qualified provider of such economic development related services for the City of Burlington in the past; and,

WHEREAS, the cost of this assistance shall cost $47,800.00 with payments being made during the first week of each quarter, upon the receipt of an invoice from the RCEDC.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Burlington, Racine County, State of Wisconsin, that the City of Burlington shall enter into an agreement with the *Racine County Economic Development Corporation* for a period of one year, beginning January 1, 2020, as stated in the attached agreement (Exhibit "A"), dated January 24, 2020.

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

Introduced: February 4, 2020

Adopted: February 19, 2020

_____
Jeannie Hefty, Mayor

Attest:

_____
Diahnn Halbach, City Clerk

January 24, 2020

Jeannie Hefty, Mayor
City of Burlington
300 North Pine St.
Burlington, WI 53105

Dear Mayor Hefty:

This letter is intended to serve as a letter agreement between the City of Burlington, hereinafter referred to as "Burlington" and the Racine County Economic Development Corporation (RCEDC). In accordance with this agreement, the RCEDC agrees to continue to provide economic and community development technical assistance to Burlington. Such assistance will be coordinated on a day-to-day basis with the Administration and, with regard to policy-related issues coordinated with City Administration, the Mayor and City Council.

As in years past, this letter agreement combines the economic development services contract with the administration of Burlington's Revolving Loan Fund (RLF).

PURPOSE

The purpose of the agreement is to further the overall goals of community and economic development by facilitating job growth and investment, resulting in new tax base for Burlington, through interagency cooperation and services provided by the RCEDC. In particular, this Agreement will result in the provision of technical assistance relative to Burlington's initiative to conduct various development and redevelopment projects in the central business district and its environs.

AGREEMENT

The RCEDC agrees to provide direct economic and community development assistance to Burlington in accordance with the objectives promulgated by the Mayor, City Council and City Administrator. The RCEDC has assigned Jenny Trick, Executive Director and Jordan Brown, Business Recruitment Specialists as the economic development staff persons to Burlington who will act as the City's economic development advocate, in partnership with other RCEDC staff, and will expend best efforts to promote business recruitment, business retention and expansion, community development and business finance resources to support Burlington and its companies.

Throughout the balance of the agreement, it should be noted that there are four primary categories of assistance that are provided by RCEDC as well as two unique sections specific to Burlington. The first is Special Projects and the second is the administration of Burlington lending programs.

All of these activities are captured in the RCEDC work plan as shown in the attached Snapshot document.

I. RCEDC Direct Role – Business Growth

A. Throughout 2020, RCEDC will assist business expansion projects with financial and technical resources that when successfully implemented result in the creation and retention of jobs and increased tax base in Racine County. This will be accomplished by completing the following:

1. RCEDC will provide direct assistance to 57 companies with loans, grants, and/or incentives that result in the creation and/or retention of 280 jobs that pay an average of $20/hour or greater;
2. RCEDC will provide technical and financial assistance to projects that result in private investment and new construction to facilitate $95 million in new investment of which $44 million will be new construction;
3. RCEDC will provide financial assistance to projects that result in a total of $13 million in new RCEDC loans;
4. RCEDC will generate 245 new prospects with the goal of converting 10% of the prospects into projects;
5. RCEDC will complete 465 outreach calls and visits to businesses and intermediary parties (lenders, real estate professionals, etc.);
6. RCEDC will launch or fund two new programs; and
7. RCEDC will provide technical and financial assistance to economically disadvantaged projects with a goal to assist 35% of the total number of projects.

B. In addition to the above, RCEDC will assist City businesses via direct contact or referrals from the Mayor and Director of City Planning and report findings to the Mayor. When meeting with local companies, RCEDC staff will provide information on existing State, federal and local economic development resources that may assist the needs of local businesses. These programs include low-interest loans, tax credit programs, grants and workforce development assistance.

C. Provide assistance through the development of customized proposals to businesses interested in establishing a location within the City per direct contact or referral from the Mayor or City Leadership. This activity includes providing copies of such proposals, when requested, to the Mayor and City Administrator, as well as a status report on such businesses as part of this agreement's semi-annual reports, coordinating regular meetings with the Mayor and City Administrator, and maintaining a periodic business follow-up procedure.

D. Provide written and verbal semi-annual reports to the Mayor, City Council and City Administrator. This activity will include a summary of the activities conducted during the reporting period.

II. RCEDC Direct Role - Talent Recruitment

At no other time has there been a greater concern about the talent shortfall than now. With historically low unemployment rates, combined with businesses expanding, new companies establishing locations in Racine County, and large construction projects underway and planned, this subject required RCEDC to dedicate financial and personnel resources to meet local employers' needs.

A. RCEDC, in partnership with Racine County and Real Racine will continue to implement the Greater Racine County talent recruitment initiative, including the management of the www.GreaterRacineCounty.com website which serves as a portal for new Racine County residents and employees and includes information on communities, employment opportunities, videos, and a robust marketing strategy to attract talent to Racine County. The measurable outcomes will include the following:
   - Number of companies posting job opportunities on the job board – increase from 67 (1/1/2020) to 130;
   - Percentage growth of engagement from digital marketing campaign – increase by 20%;
   - Implement a series of talent engagement events that include community tours, employer networking and direct hiring activities that result in 50 direct contacts with talent, placement and community acclimation to 15.

III. RCEDC Leadership and Relations

A. Throughout 2020, RCEDC leadership will manage the financial resources of the organization with a goal to maintain private investment and investors, diversify its leadership and utilize excess revenues in a manner consistent with its mission. The measurable outcome will include the following:
   - Launch two new programs to support business growth;
   - Host and/or sponsor 12 events to support business growth;
   - Coordinate and host technical training series on real estate and development focused topics for municipal leadership;
   - Work toward increasing revenues or reducing expenses to result in excess revenues of $50,000 that can be used for operations and new programs;
   - Secure $170,000 in private investment to used for operations and new programs;
   - Secure diverse RCEDC leadership (Loan Committees, Leadership Council and Board of Directors) with three new leaders that are women or ethnic minorities.

IV. RCEDC - Business Finance, Burlington Specific Activity

A. The RCEDC has been designated as the Burlington Revolving Loan Fund (RLF) program administrator since August 19, 1992. The services being provided by the RCEDC relate to two separate RLFs: 1) The State regulated Community Development Block Grant (CDBG)-RLF; and 2) the Burlington RLF (formerly the TID-RLF).

   The Burlington CDBG RLF is undergoing a State mandated "RLF Close Program" whereby a re-use of funds will be sought within the next year and the current RLF program will be discontinued. The new

Burlington RLF (the former TID RLF) Policy Manual will be updated as part of the 2020 Agreement. General services for both RLF's continue to include the following:

1. Review and, if necessary, revision of the RLF program as needed.
2. Preparation and implementation of the marketing materials to promote the programs.
3. Meetings with potential applicants to inform them of the parameters of the RLF programs.
4. Screening of applications relative to their eligibility for the RLF programs.
5. Working with eligible businesses in the preparation of applications to the RLF programs and the review of these application materials for any deficiencies.
6. Recommendations to City Council relative to loans that qualify for the RLF program.
7. Coordination of all loan closings.
8. Annually risk rating all loans in the portfolio to evaluate the level of risk for the loans.
9. Meeting with loan recipients during the term of their loans to identify how the business is performing and refer to other resources available to support or help grow their business.
10. Major servicing actions will be considered by the RCEDC and City of Burlington staff and a recommendation forwarded to the City Council for formal consideration. Minor servicing actions will be considered by the RCEDC staff, together with the Mayor or City Administrator or other designated City staff. These actions would include:
    a. Actions that do not significantly affect the interest of the City of Burlington in an adverse manner;
    b. Subordination to a new senior lien holder (usually a bank) provided it has minimal impact to collateral coverage (typically less than 20%);
    c. Other servicing actions that can be defined as minor.
11. Collection of monthly payments and monitoring of the projects for compliance against approved Policy Manuals. In performing the work for this contract, the RCEDC agrees to adhere to the following:
    a. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, 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.
    b. Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall, on the grounds of race, color, national origin, sex, age or 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.
    c. Coordinate the City's RLF program with other State and federal business loan programs in order to ensure the lowest cost business financing for the customer.

V. RCEDC Special Projects, Burlington Specific Activities

In addition to the above activities, RCEDC will work in partnership with the City on the special projects detailed below:

A. Assist in the completion of the new Tax Increment District to support the expansion of the Burlington Manufacturing and Office Park, residential development and supportive commercial development.

B. In cooperation with the City and if applicable private land owners, develop a marketing campaign to recruit new development to the above new Tax Increment District.
C. Assist the City in developing an application for the CDBG Close program to utilize its CDBG RLF resources that meet the strategic objective of the City for 2021.
D. Assist the City in the implementation activities associated with branding and wayfinding activities.

TIME PERIOD FOR THIS AGREEMENT AND COMPENSATION

The above-referenced assistance will be provided by the RCEDC staff during the time period beginning January 1, 2020 to December 31, 2020.

The cost of this assistance to Burlington is divided into two components. First, for economic and community development assistance, the cost is $43,672. Second, the annual cost of administration of Burlington's CDBG RLF is $4,128.00, based on 20 percent of the loan payments (see Attachment A) and is an expense charged to the Burlington CDBG RLF loan fund (originally sourced with Wisconsin CDBG program). This cost may change should loans be paid in full. The RCEDC will notify Burlington of any changes. The cost of administering the Burlington RLF is currently covered through monthly servicing fees charged directly to the RLF loan recipients. Administrative costs will continue to be charged directly to the customer; however, RCEDC proposes that these costs be covered through interest payments made by the borrowers.

Payments will be made during the first week of each quarter, upon the receipt of an invoice from the RCEDC. The cost of developing any additional materials and significant printing and mailing of items necessary to implement these services are outside the scope of the Agreement and will be negotiated on an as necessary basis.

INDEPENDENT CONTRACTOR

RCEDC shall be an independent contractor of Burlington. Neither RCEDC nor any of its officers, employees, or agents shall be considered to be an employee of Burlington as a result of the obligations undertaken pursuant to this agreement. RCEDC's officers, employees and agents shall make no commitments or representations to third parties without prior approval of Burlington. In addition, RCEDC hereby holds harmless Burlington and its departments, officers, employees and agents from and against all claims, demands and liability for damages to third persons of any type whatever arising solely out of the actions of RCEDC under this agreement.

LIABILITY INSURANCE

The RCEDC is to carry liability insurance and list Burlington as an additional insured on the policy.

TERMINATION

This agreement may be terminated by either party upon thirty (30) days written notice in the event of default by the other party of any material provision hereof which remains unremedied for thirty (30) days following written notice of such default.

NOTICES

Notices under this agreement shall be mailed by registered mail to the Mayor and City Administrator, 300 N. Pine Street, Burlington, WI 53108, for the City, and to Jenny Trick, Executive Director, 2320 Renaissance Blvd., Sturtevant, WI 53177, for RCEDC, or shall be personally served on either said person of the person in charge of either respective office.

ASSIGNMENT

RCEDC agrees that it will not assign this agreement or any portion thereof, or any of its responsibilities hereunder, to any other party without first obtaining the written permission of the City.

If the terms and conditions of this proposal are satisfactory, please sign the two original documents where indicated and return to the RCEDC for RCEDC final signature.

Sincerely,

Jenny Trick, Executive Director

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the _____ day of _____, 2020.

CITY OF BURLINGTON

By: _____
Jeannie Hefty, Mayor

Witness:_____
Diahnn Halbach, City Clerk

RACINE COUNTY ECONOMIC DEVELOPMENT CORPORATION

By

Jenny Trick, Executive Director

Attachment A

Burlington CDBG Revolving Loan Fund 2020

	Monthly	Annually
Burlington Hotel Group	$1,720.00 x 12 months	$ 20,640.00
Total		$ 20,640.00

$20,640 x 20% = **$4,128** Annually

Administrative Fees will be invoiced quarterly based upon actual loan payments received.

Burlington Revolving Loan Fund (formerly TID RLF) 2020
The loans listed below pay a 0.5% servicing fee directly to RCEDC each month with their monthly payments, thus, Administrative fees of 20% of loan payments are not taken.

Fox Crossing Burlington, LLC
Fox Crossing Phase II
Musicology, LLC
Hampton Hometown
WIN Properties

R:Contracts/Burlington/2020

COMMITTEE OF THE WHOLE **ITEM NUMBER 5D**

DATE: February 4, 2020

SUBJECT: **RESOLUTION 4993(46)** - To approve a Revolving Loan Fund Grant in the amount of $15,000 and Loan in the amount of $71,775 to the Jean Dibble Portrait Studio, LLC for a total not-to-exceed amount of $86,775.

SUBMITTED BY: Carina Walters, City Administrator

BACKGROUND/HISTORY:

Staff is seeking approval of a Resolution allowing for a Revolving Loan Fund (RLF) grant request in the amount of $15,000 and RLF loan request in the amount of $71,775 to The Jean Dibble Portrait Studio, LLC to assist with the purchase and renovations of the property located at 524 Milwaukee Avenue / 581 N. Pine Street, which is one building.

This grant would allow a new business to be recruited to the downtown district, fill a currently empty storefront, assist with necessary repairs, and create 1.5 new jobs.

This evening, Carolyn Engel of the Racine County Economic Development Corporation (RCEDC), will outline the applicant's project who is seeking the grant and loan dollars.

BUDGET/FISCAL IMPACT:

The grant requested is $15,000 and the loan requested is $71,775. If approved the funding would be paid from the City of Burlington's Revolving Loan Fund.

RECOMMENDATION:

Staff recommends approval of the grant in the amount of $15,000 and loan in the amount of $71,775.

TIMING/IMPLEMENTATION:

This item is for discussion at the January 21, 2020 Committee of the Whole meeting, and is scheduled for final consideration at the February 4, 2020 Common Council meeting.

Attachments

Res 4993(46) Jean Dibble Portrait Studio

RCEDC Letter of Recommendation

Resolution No. 4993(46)
Introduced by: Committee of the Whole

A RESOLUTION APPROVING A REVOLVING LOAN FUND LOAN AND GRANT TO THE JEAN DIBBLE PORTRAIT STUDIO, LLC (THE STUDIO) IN THE NOT-TO-EXCEED AMOUNT OF $86,775.

WHEREAS, the City of Burlington operates a Revolving Loan Fund Program for the purposes of economic development and,

WHEREAS, the *Racine County Economic Development Corporation* provides economic development, community development, and related technical assistance to the City of Burlington monitoring such Revolving Loan Fund; and,

WHEREAS, The Jean Dibble Portrait Studio, LLC (The Studio) is seeking a grant in the not to exceed amount of $15,000 and a loan in the not to exceed amount of $71,775 to with assist with the purchase and renovations to the property at 524 Milwaukee Avenue / 581 N. Pine Street (one building); and,

WHEREAS, the Racine County Economic Development Corporation Loan Committee has reviewed and recommended this grant, taking into consideration the information noted in the attached memorandum, and under the terms and conditions of in the RLF Policy Manual.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Burlington, Racine County, State of Wisconsin, does hereby approve a Revolving Loan Grant in the not-to-exceed amount of $86,775 to The Jean Dibble Portrait Studio, LLC

.

Introduced: February 4, 2020
Adopted:

_____
Jeannie Hefty, Mayor

Attest:

_____
Diahnn Halbach, City Clerk

TO: **BURLINGTON CITY COUNCIL**

FROM: **KARMIN GARSTECKI, LOAN OFFICER**

RE: **JEAN DIBBLE PORTRAIT STUDIO, LLC**

DATE: **JANUARY 24, 2020**

Introduction

The purpose of this memorandum is to provide information and a recommendation on a grant and loan application on behalf of Jean Dibble Portrait Studio (the Studio). The loan and grant would assist with the purchase of 524 Milwaukee Ave/581 N. Pine Street (one building) and assist with furnace repairs for the Studio to establish its business at that location. The total being requested is $86,775, which includes $15,000 in the form of a grant and $71,775 in the form of a loan.

The Racine County Economic Development Corporation (RCEDC) Staff and Loan Advisory Committee have reviewed the financing structure and the project, including the background of the management, the projected financial statements of the business, the collateral to be offered to secure the new debt and the cash flow coverage with the proposed debt. Upon this review, the RCEDC Staff and Loan Advisory Committee are making a recommendation for approval of the RLF financing request.

Background

In February 2019, the City of Burlington approved a new business loan and grant program referred to as the City of Burlington Revolving Loan Fund (RLF). These dollars were made available through the restructuring of a loan program previously limited to one of the City's tax increment districts (TID). With the closure of the TID, the opportunity arose for the parameters of the program to be changed and funds to be made available to all City of Burlington businesses doing projects which meet the eligibility criteria of the program and fit within the City's Strategic Plan.

Of the dollars available in the RLF program, it was agreed to make thirty percent (30%) available for grants to both for-profit and non-profit businesses with the specific amount to be identified annually. For 2019, total grant funds made available were $98,000 with $43,319.50 not yet committed and remaining available to grant. The balance of funds remaining in the RLF program would be provided in the form of loans. Attached as Exhibit A is a summary of the RLF funds remaining.

Eligible applicants must meet one of the program objectives identified below.

Program Objectives:

1. To encourage the creation and retention of permanent jobs particularly those that pay above median income.
2. To encourage the leveraging of new private investment in the City of Burlington in the form of private fixed asset investment, particularly in land, buildings, furniture and fixtures and equipment.
3. To perpetuate a positive and proactive business climate which encourages the retention and expansion of existing businesses and helps to attract desirable new businesses.
4. To maintain and promote a diverse mix of employment opportunities and to minimize seasonal or cyclical employment fluctuations.

5. To implement the City of Burlington's Riverwalk/Redevelopment Plan goals and objectives.
6. To encourage thriving retail areas by providing incentives to businesses to enhance or fill empty storefronts and vacant buildings.

The project meets the goals for 1,2,3,5 and 6. The project will also create 1.5 jobs.

Project Description for Grant and Loan Application

- Jean Dibble Portrait Studio LLC is 100% woman owned by Jean Dibble. The Studio offers painted or drawn portraits by commission. Artworks will be offered for sale from the owner's collection and will be on display at the studio storefront. The Studio plans to be engaged in the community by hosting occasional open houses and participating in the "Wine Walk" that occurs four times a year in the community.
- The location is a four-unit building with two residential units on the second floor and two commercial store fronts on the first floor. Ms. Dibble will occupy one of the residential units personally and her studio will be located in the store front below. The second store front is currently occupied by a hair salon and one of the residential units on the second floor is also occupied, both long time tenants.
- This project includes private investment through bank financing and borrower's cash equity.

Summary and Recommendation

Upon review and analysis of the full application, RCEDC staff and Loan Advisory Committee recommend approval of this loan and grant request. As a result of this project, not only would a new business be recruited to downtown Burlington filling a currently empty storefront, but the new business will result in 1.5 new jobs, the owner plus one part-time staff person. The project aligns well with the City of Burlington's Strategic Plan.

Exhibit A

Burlington Revolving Loan Fund Portfolio - As of December 31, 2019

Loans	Loan Balance As of 11.30.2019	Monthly Amount Returned for Lending	Balloon/ Maturity	
Developer Loan	$ 136,847.06	$ 468.52	12/1/2031 B	B= Balloon
Developer Loan	$ 25,000.00	$ 41.67	2/1/2037 B	M=Matures
Hospitality Business	$ 809,636.24	$ 6,407.68	10/1/2021 B	F=Forgiven
Manufacturing Business	$ 200,000.00	$ -	2/1/2023 F	
Retail/Service Business	$ 29,912.24	$ 1,219.30	1/1/2022 M	
Developer Loan	$ 129,609.42	$ 691.78	3/1/2023	
6 Active Loans	**$ 1,331,004.96**	**$ 8,828.95**		

Amount for Relending:		
Principal Balances	$ 1,331,004.96	
Less: Forgiven Loan	$ 200,000.00	
Note Receivable	$ 1,131,004.96	
Cash As Of 12.31.2019	$ 442,155.72	
Less 2019 Grant Allocation	$ (98,000.00)	
Cash After Grant Allocation	***$ 344,155.72***	
The Runaway Micropub	$ (50,000.00)	(a)
Cash Remaining	***$ 294,155.72***	
Total RLF Cash and Notes Receivable:	**$ 1,425,160.68**	

(a) Assumes Runaway is approved for $15k

2019 Grant Summary		
2019 Grant Allocation	$ 98,000.00	
Approved 2019 Grants	-$54,680.50	(a)
Remaining Grant Funds	$43,319.50	

2019 Grants Approved:	
Fox River Plaza	$ 14,680.50
PAC	$ 10,000.00
Miller Motor	$ 15,000.00
The Runaway	$ 15,000.00
Total Grants	$ 54,680.50

COMMITTEE OF THE WHOLE **ITEM NUMBER 5E**

DATE: February 4, 2020

SUBJECT: **RESOLUTION 4994(47)** - To approve changes to the City of Burlington Revolving Loan Fund (RLF) Manual.

SUBMITTED BY: Carina Walters, City Administrator

BACKGROUND/HISTORY:

Attached is a memo to City Council from Racine County Economic Development Corp. (RCEDC) regarding proposed changes to the RLF Policy Manual. The memo highlights the key changes made to terms and conditions. The most noteworthy change is to reduce the amount of the current grant from $15,000 to $10,000 for projects that have a significant impact on the community. The second change is to remove the "not for profit" qualification; therefore, non-profits will not be eligible for grants. This is similar to other RCEDC RLF policies.

These proposed changes are being recommended to encapsulate city-wide projects versus an isolated area in which a TID is no longer active. Grants would only be made at the discretion of City Staff and City Council.

BUDGET/FISCAL IMPACT:

All Grants/Loans would be paid from the RLF.

RECOMMENDATION:

Staff recommends approving the changes to the RLF Manual.

TIMING/IMPLEMENTATION:

This item is scheduled for discussion at the February 4, 2020 Committee of the Whole meeting and is scheduled for final consideration at the February 19, 2020 Common Council meeting.

Attachments

Res 4994(47) Amended RLF Manual

Updated RLF Manual

Resolution No. 4994(47)
Introduced by: Committee of the Whole

RESOLUTION AMENDING THE CITY OF BURLINGTON REVOLVING LOAN FUND POLICY AND PROCEDURES MANUAL

WHEREAS, the Racine County Economic Development Corporation (RCEDC) provides economic development assistance to the City of Burlington; and

WHEREAS, the City of Burlington Revolving Loan Fund (RLF) encourages economic development and the creation and retention of employment in the City of Burlington; and

WHEREAS, RCEDC desires to amend the rules and regulations of the program's guidelines through the City of Burlington's *Community Development Block Grant* - Re*volving Loan Program - Policies and Procedures Manual*.

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Burlington that an amendment to the *Community Development Block Grant - Revolving Loan Program Policies and Procedures Manual* as prepared by RCEDC for the City of Burlington is hereby approved.

Introduced: February 4, 2020
Adopted:

_____
Jeannie Hefty, Mayor

Attest:

_____
Diahnn Halbach, City Clerk

TO: **CITY OF BURLINGTON**

FROM: **CAROLYN ENGEL, BUSINESS FINANCE MANAGER**

RE: **UPDATE BURLINGTON RLF POLICY MANUAL**

DATE: **JANUARY 22, 2020**

Introduction

In 2019, the City Tax Incremental District Revolving Loan Fund (RLF) was restructured to support businesses throughout the City of Burlington by providing them access to loans and grants. The purpose of this memorandum is the following:

1) Provide a 2019 year-end report on the performance of the City of Burlington's RLF;
2) Recommend updates to the Policies and Procedures Manual for the RLF; and
3) Recommend $50,000 be set aside from the RLF for grants in 2020, adding to the amount unused in 2019.

2019 Year End Report on Burlington RLF

The RLF portfolio includes the active loans listed below. All these loans were approved from the TID-RLF program. This does not include loans or grants approved in 2019 or 2020 that have not yet closed:

Active Loans	Loan Balance As of 12.31.2019	Monthly Amount Returned for Lending	Balloon/ Maturity/ Forgiven
Developer Loan	$ 136,847.06	$ 468.52	12/1/2031 B
Developer Loan	$ 25,000.00	$ 41.67	2/1/2037 B
Hospitality Business	$ 809,636.24	$ 6,407.68	10/1/2021 B
Manufacturing Business	$ 200,000.00	$ -	2/1/2023 F
Retail/Service Business	$ 29,912.24	$ 1,219.30	1/1/2022 M
Developer Loan	$ 129,609.42	$ 691.78	3/1/2023 B
6 Active Loans	**$ 1,331,004.96**	**$ 8,828.95**	

B= Balloon
M=Matures
F=Forgiven

Total funds remaining available for loans in the RLF Program based upon 2019 year-end information is $294,155.72 which assumes the loan for The Runaway Nanopub and Microbrewery is approved. The RLF is replenished at a rate of $8,828.95 per month through loan repayments with total loan receivables of $1,131,005 that will replenish the RLF. This is summarized below:

Amount for Relending:	
Principal Balances	$ 1,331,004.96
Less: Forgiven Loan	$ 200,000.00
Note Receivable	$ 1,131,004.96

Cash As Of 12.31.2019	$	442,155.72	
Less 2019 Grant Allocation	$	(98,000.00)	
Cash After Grant Allocation	**$**	**344,155.72**	
The Runaway Micropub	$	(50,000.00)	(a)
Cash Remaining	**$**	**294,155.72**	
Total RLF Cash and Notes Receivable:	**$**	**1,425,160.68**	

Total funds allocated for grants when the RLF was restructured was $98,000. Below is a summary of grant funds allocated that remain available:

2019 Grant Summary			
2019 Grant Allocation	$	98,000.00	
Approved 2019 Grants	$	(54,680.50)	(a)
2019 Remaining Grant Funds	$	43,319.50	

(a) Assumes Runaway is approved for $15k

Grants approved since the RLF was restructured are listed below. It is noteworthy that none of these have closed yet as the grants require the business complete their project first, then seek reimbursement of 50% through the grant.

2019 Grants Approved:			
Fox River Plaza	$	14,680.50	
PAC	$	10,000.00	
Miller Motor	$	15,000.00	
The Runaway Nanopub and Microbrewery	$	15,000.00	(a)
Total Grants	$	54,680.50	

Upon review of the funds remaining and the current pipeline of loan and grant requests, RCEDC staff recommends that grants be reduced to $10,000 (from $15,000) per applicant and that the City allocate $50,000 to grants in 2020 which would be added to the 2019 unused grant funds of $43,319.50. The recommended $50,000 allocation falls below the thirty percent which City Council felt appropriate to set aside for grants annually. The reduced grant size will allow the City to support more businesses with a smaller allocation.

The Proposed RLF Program Parameters

In review of the 2019 activity, RCEDC and City staff discussed potential changes to the parameters of the RLF Program. In those discussions, it was identified that an increased emphasis on providing financial resources to support businesses was needed.

This same need was recognized by RCEDC's Board of Directors at its January 2020 meeting where the 2020 RCEDC Strategic Plan was adopted. The RCEDC Plan included additional financial resources to be dedicated to smaller RLF loans. Specifically, RCEDC will now have dedicated funds for loans of less than $100,000 that will be offered at beneficial rates, terms and costs. The purpose of these smaller RLF loans will be to "jump start" or support business growth until larger capital investments are needed which could be financed by financial institutions.

Aligning Burlington's resources with RCEDC resources will only enhance the opportunities for small business growth in Burlington.

One administrative change that the RCEDC Board of Directors approved will reduce the overall legal costs to the small businesses. Given the tenure of RCEDC business finance team, the Board approved two things. First, RCEDC Staff have loan approval authority of up to $50,000 and second, utilizing Wisconsin Bankers Association forms and practices, RCEDC will close loans in-house. For the Burlington RLF loans, all final loan decisions would continue to be made by City Council.

Some current market needs that have been identified that could be met through the Burlington program and RCEDC fund initiative includes:

- Leasehold improvements
- Renovations where a first mortgage holder may already exist
- Exterior improvements
- Furniture, fixtures and equipment
- Small working capital term loans
- Offering of principal deferrals to provide cash flow relief up to 1.5 years

Overall, Burlington RLF applicants would still need to demonstrate a community benefit and meet the eligibility criteria for the loan fund. What will make these loans different is some added risk due to streamlined processes and what is anticipated as lower collateral coverage for the loans.

Attached is a redlined version of the RLF Policy Manual indicating the proposed changes with the restructuring of the RLF parameters. Key changes being recommended including the following and are outlined in the table below:

The detailed changes being recommended are outlined below:

LOAN FUND PARAMETERS

Program Parameters	Burlington RLF Policies Approved Feb. 2019	Burlington RLF Proposed Changes
Program Objectives:	1. To encourage the creation and retention of permanent jobs particularly those that pay above median income. 2. To encourage the leveraging of new private investment in the City of Burlington in the form of private fixed asset investment, particularly in land, buildings, furniture and fixtures and equipment. 3. To perpetuate a positive and proactive business climate which encourages the retention and expansion of existing businesses and helps to attract desirable new businesses. 4. To maintain and promote a diverse mix of employment opportunities and to minimize seasonal or cyclical employment fluctuations. 5. To implement the City of Burlington's Riverwalk/Redevelopment Plan goals and objectives. 6. To encourage thriving retail areas by	**ADD** *Paragraph:* *The City of Burlington recognizes the need for smaller business loans to increase access to capital where private dollar matches may not be needed. Businesses will be encouraged to apply for these loans with flexible terms such as deferral options and streamlined application and closing processes when applicable. These applicants would still need to demonstrate a community benefit and meet at least one of the Program Objectives for the RLF. These loans may be higher risk than traditional RLF's due to the streamlined processes for loan approvals and closings, as well as, likely lower collateral coverage.*

	providing incentives to businesses to enhance or fill empty storefronts and vacant buildings. *RCEDC Note: Objectives were made to incorporate strategic initiatives from the City's 2016-2019 Strategic Plan.*	
Administration	RCEDC will report semi-annually to the City of Burlington regarding the use of the Burl RLF funds. *Note: This will be part of RCEDC's semi-annual report to the community.*	*No Recommended Changes.*
Approval Process:	1. RCEDC Loan Advisory Committee. 2. Burlington Common Council.	NEW: 1. RCEDC Staff ($50,000 or less) 2. RCEDC Loan Advisory Committee (over $50,000) NO CHANGE: 3. Burlington Common Council (all)
Loan Closings	The RCEDC attorney shall prepare all loan agreements, review all promissory notes and mortgage or lien instruments, and counsel the City of Burlington on default matters. All attorney fees incurred shall be the charged to the borrower.	NEW: The RCEDC shall prepare all loan agreements, review all promissory notes and mortgage or lien instruments, and notify the City of Burlington on default matters. RCEDC legal counsel will be engaged where appropriate. All attorney fees incurred shall be the charged to the borrower. *Note: The RCEDC Board of Directors has authorized loan closings of $100,000 or less to be handled by RCEDC staff rather than legal counsel. Given RCEDC's expertise, this will reduce costs for Borrowers making these loans more accessible.*
Administrative Costs	Summary of additional Fees: • Legal Costs • Consulting fees for credit analysis, business plan reviews and technical assistance • Office supplies, copying, typing, mailing and related expenses • Training costs Other fees charged to Borrower: • Loan Processing Fee – 1.5% Loan Servicing Fee – 0.5% • Out of Pocket Costs	REMOVE: Specific limitations to processing and servicing fees to adjust fees to be comparable to other loan programs and adjust if needed to cover administrative costs. NOTE: To be consistent with other RLF programs administered by RCEDC, RCEDC requests that rather than charge a servicing fee on these RLF loans that it be allowed to cover administrative costs through interest payments. This would be consistent with other federal and locally funded RLFs administered by RCEDC.
Eligible Uses:	• The acquisition of land and buildings. • Machinery and equipment acquisition,	*No Recommended Changes.*

	furniture and fixtures. • Site preparation and the construction or reconstruction of buildings or the installation of fixed equipment. • Clearance, demolition, removal of structures, rehabilitation and renovation of buildings, facade renovation and other such improvements. • Leasehold improvements, where the lease period is for the term of the –Burl RLF loan. • Business acquisition through purchase of assets or stock. • The payment of fire suppression expenses and assessments for sewer, water, street, and other public utilities if the provision of the facilities will directly create or retain jobs. • Working capital. • Training costs related to the jobs created or retained as a result of the –Burl RLF loan. • Mixed-use buildings are eligible for Burl RLF financing. Improvements to the residential portion will be considered where safety improvements are needed. Other costs which represent opportunities to further the goals and objectives of the City of Burlington's Strategic Plan. *RCEDC Note: All eligibility criteria are intended to be guidelines at the discretion of the Burlington City Council.*	
Ineligible Uses:	• Refinancing or consolidating of existing debt. • Reimbursement for expenditures made more than nine months prior to a complete loan application being received, unless the time limit is extended or waived by the Community Development Authority for good cause. • Specialized equipment that is not essential to the business operation. • Residential building construction or reconstruction (unless such reconstruction is intended to convert the building or a portion of the building to a business or industrial operation). • Routine maintenance. • Other activities that the Loan Review	*No Recommended Changes.*

	Committee may identify during the administration of the program.	
Ineligible Businesses:	1. Speculative investment companies. 2. Lending institutions. 3. Gambling operations. 4. Non-public recreation facilities. 5. Other businesses not serving the interests of the City of Burlington.	ADD: 6. Non-Profit organizations.
Eligibility:	Community Benefits. Applicants must demonstrate the project will benefit the community by meeting one or more of the objectives listed in Section 1.2 of the Policy Manual.	*No Recommended Changes.*
Loan Amount:	Loan amounts are subject to the availability of program funds and to the following guidelines. A maximum loan size of $100,000 for each borrower. Loan amounts may be higher if the project is determined to be of significant economic impact and is so designated by the City of Burlington.	*No Recommended Changes.*
Private Funds Leveraged:	Generally, the applicant must leverage a minimum of one dollar ($1.00) of private funds for every one dollar ($1.00) of loan funds requested. Lower leverage would be permitted at the discretion of the RCEDC Loan Advisory Committee or Burlington City Council. Private funds used to leverage the Burl RLF loan may be used for any eligible project costs or renovations or improvements to residential portions of the project real estate. Consideration of private funds towards any other ineligible project costs as leverage of the Burl RLF would require approval of the City of Burlington.	Eliminate the requirement of 1:1 private dollar match to accommodate smaller financing needs of businesses
Equity:	Typically 10% but no requirement.	*No Recommended Changes.*
Interest Rate:	Min. 50% of Prime; Max Prime plus 2%.	*No Recommended Changes.*
Terms:	Working capital up to 7 years. Equipment up to 10 years. Real Estate up to 12-year term, 20-year amortization.	*No Recommended Changes.*
Deferrals:	Deferral of Payments. Payment of interest and/or principal may be deferred for up to one (1) year if merited in the loan application. Interest shall accrue during the deferment period and may be paid in full or added to the principal amount of the loan. Following the deferral period, interest and principal shall be paid for the remaining term of the loan.	NEW: Increased to deferral of payments to 18 months to accommodate emphasis on smaller RLFs assisting small businesses.
Grants	Grants.	

	Grants of up to $15,000 may be granted by the City of Burlington City Council for those projects to be determined to have a significant community impact. Grants would be determined on a case-by-case basis as deemed appropriate by City Staff and City Council. If City Staff is in support of a grant request, RCEDC Staff and the RCEDC Loan Advisory Committee will review the request from the applicant and make a recommendation to City Council. The presentation would include the following for the City to consider: • Description of project; • Extent to which the project meets these Program Objectives and other eligibility criteria for funds as described within this Policy Manual; and • Confirmation that the Borrower is current with all tax obligations and has no financial concerns that may be found in RCEDC public records checks and review of financials. No more than 30% of available funds will be allocated towards grants annually with the remaining 70% allocated towards loans. This will be reviewed annually by City Council.	NEW: Reduction of grant amounts to $10,000.
Collateral:	See the best collateral position possible.	*No Recommended Changes.*

City of Burlington

Revolving Loan Fund Program

(Burl ~~City~~ RLF)

Policies and Procedures Manual

Prepared by:
Racine County Economic Development Corporation
Last Revised: February ~~2019~~2020

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FOREWORD

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

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

SECTION 1. GENERAL PROVISIONS

1.1 PURPOSE

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

1.2 OBJECTIVES

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

1. To encourage the creation and retention of permanent jobs particularly those that pay above median income.

2. To encourage the leveraging of new private investment in the City of Burlington (City) in the form of private fixed asset investment, particularly in land, buildings which contribute to increasing assessed values, but also investments in furniture and fixtures and equipment.

3. To perpetuate a positive and proactive business climate, which encourages the retention and expansion of existing businesses and helps to attract desirable new businesses.

4. To maintain and promote a diverse mix of employment opportunities and to minimize seasonal or cyclical employment fluctuations.

5. To implement the City of Burlington's Riverwalk/Redevelopment Plan goals and objectives.

6. To encourage thriving retail areas by providing incentives to businesses to enhance or fill

empty storefronts and vacant buildings.

Note: The City of Burlington recognizes the need for smaller business loans to increase access to capital where private dollar matches may not be needed. Businesses will be encouraged to apply for these loans with flexible terms such as deferral options and streamlined application and closing processes when applicable. These applicants would still need to demonstrate a community benefit and meet at least one of the Program Objectives for the RLF as listed above. These loans may be higher risk than traditional RLF's due to the streamlined processes for loan approvals and closings, as well as, likely lower collateral coverage.

1.3 AMENDMENTS and MODIFICATIONS

The City of Burlington may from time to time amend the provisions imposed by the policies and procedures contained within the Burl RLF Manual and such amendments are subject to written approval by the City of Burlington –Common Council.

SECTION 2. ADMINISTRATION

2.1 LOAN COMMITTEE

1. The City of Burlington accepts full responsibility for the appropriate administration of the Burl RLF program. Funding decisions relative to Burl RLF loans will be made by the City of Burlington Common Council based upon a recommendation by the Racine County Economic Development Corporation (RCEDC) Loan Advisory Committee and RCEDC Staff.

2. The City of Burlington has entered into an agreement with the RCEDC whereby the City of Burlington designates RCEDC as it agent for the administration of the Burl RLF Program (RLF Administrator).

3. The RLF Administrator shall explain the Program to prospective applicants, provide written information, assist applicants in completing applications, and process requests for financing. The RLF Administrator, where necessary and appropriate, shall counsel or guide loan applicants to other more appropriate technical and financial resources when the loan applicant has needs beyond those available from the Burl RLF program.

4. The RLF Administrator shall periodically review all financial statements and loan amortization schedules of Burl RLF loan recipients, review and approve documentation of business expenditures financed with Burl RLF proceeds, record Burl RLF security instruments, maintain the Burl RLF accounting records which shall be segregated from other community accounts, and report semi-annually to the City of Burlington regarding the use of the Burl RLF funds.

5. The RCEDC Loan Advisory Committee shall function as the Burl RLF Loan Review Committee which will include individuals representative of broad Racine County community interests, and having special expertise and knowledge of commercial lending and economic development processes. The Loan Review Committee shall have the authority to review,

select and recommend loan applications to the governing body for final approval. The Committee shall also have the authority to make policy recommendations for the administration of the program. The RCEDC Board of Directors may authorize RCEDC Staff to make loan/grant recommendations on smaller loans in which case RCEDC Staff would be making loan/grant recommendations directly to Burlington's City Council.

6. The RCEDC ~~attorney~~ shall prepare all loan agreements, review all promissory notes and mortgage or lien instruments, and ~~counsel~~ notify the City of Burlington on default matters. RCEDC legal counsel will be engaged where appropriate. All attorney fees incurred shall be the charged to the borrower. (See Section 2.4 Administration)

7. The RLF Administrator shall be responsible for the maintenance of all other records for the Burl RLF, particularly those related to the expenditures of the Burl RLF moneys for program administration purposes.

8. Minor servicing actions will be considered by the RCEDC Loan Advisory Committee together with the City Administrator and Mayor. These actions will include:
    - Actions that do not significantly affect the interest of the City in an adverse manner.
    - Subordination to a new senior lien holder (usually a bank) provided it has minimal impact to collateral coverage (typically less than 20%).
    - Other servicing actions that can be defined as minor.

2.2 MEETINGS

RCEDC Loan Advisory Committee meetings to review loan applications shall be held on an as-needed basis. All Committee members shall be given prior notice of each meeting. A majority of the Committee in attendance at a meeting constituting a quorum shall be required for official Committee action. Official actions must have the support of the majority of the Committee members present. Loan recommendations as previously described will be brought before the City of Burlington Common Council for final approval.

2.3 RECORDS

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

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

1. Loan Application File. All application, business financial statements, personal financial statements, credit reports, business plan documents, a summary of the credit analysis, recommended actions for the application, and other supporting loan information submitted to the City of Burlington and/or RCEDC, including all applicable correspondence, shall be placed in a loan application file. The minutes of the RCEDC Loan Advisory Committee and Burlington Common Council meetings summarizing the action taken on the loan requests shall

also be maintained in the loan files.

2. Loan Closing/Collateral Files. Contains copies of all the legal documents from the loan closing, including security instruments, the note and other applicable correspondence. Original loan and collateral documents shall be placed in a locked, fireproof filing cabinet at the offices of RCEDC. Copies of the loan closing documents and an amortization schedule will be provided to the loan recipient, along with an invoice, if applicable, for loan closing and servicing fees.

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

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

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

    - Expiration dates for property, casualty and life insurance policies;
    - Due dates for all financial statements;
    - Scheduled dates of annual loan performance and covenant reviews;
    - Dates for site visits;
    - Due dates for property tax payments;
    - Review dates for job monitoring; and
    - Monitoring of UCC financing statements for necessary renewals.

5. Repayment Monitoring will be tracked via computer program and include the loan amortization schedule, status of payments, and the outstanding balance of the loan, observations suggesting concerns or problems will be reported to the RCEDC Loan Advisory Committee.

6. Loan Review. All loans are to be reviewed on an annual basis, and at such other times as may be deemed necessary by the RLF Administrator or the City of Burlington. The review will follow receipt of the fiscal year-end financial statements and will result in the loan being 'risk rated' based upon RCEDC's review. The loan risk rating shall be in the file and may include review of the following: timeliness of monthly payments, collateral securing the loan; overall financial condition of the business; the presence of material liens or

lawsuits, and violations of loan covenants and suggested corrective actions.

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

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

2.4 ADMINISTRATION

Reasonable administrative funds may be withdrawn with City approval from the Burl RLF to cover personnel costs and other administrative expenses should they be required. Burl RLF funds may be used in situations when loan repayments are insufficient to cover administrative costs. In addition to paying costs for the RLF administrator, these funds may be used for the following:

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

The following fees are required for the program:

- Loan Processing Fee - ~~An amount equal to 1.5% of the loan amount~~Determined annually to be consistent with other RCEDC programs. This fee is charged directly to the Borrower.

- Loan Servicing Fee - A monthly loan servicing fee will be collected to cover administrative costs associated with the program.~~equal to one-half of one percent (.005%) of the monthly loan payments.~~ This fee is charged directly to the Borrower and collected with monthly loan payments.

- Out-of-Pocket Fees - All out-of-pocket expenses including but not limited to legal fees related to closing or servicing the loans will be the responsibility of the Borrower.

SECTION 3. ELIGIBILITY CONSIDERATIONS

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

3.1 ELIGIBLE AREA

The area served by the Burl RLF program is the City of Burlington.

3.2 ELIGIBLE APPLICANTS

1. Applicants shall be any business wishing to establish a new operation, expand an existing operation or construct or improve a facility for lease to business (es) located in the Eligible Area and which comply with the Program Requirements (Section 3.6).

2. Applications may be submitted by the sole proprietor, managing partner, managing member or Chief Executive Officer of any business wishing to establish a new operation, expand an existing operation or construct or improve a business facility within the Eligible Area.

3. No member of the governing body, the RCEDC Loan Advisory Committee, or any other official, employee, or agent of the City of Burlington who exercises decision-making functions or responsibilities in connection with the implementation of this program is eligible for financial assistance under this program.

4. No program loans will be made which are in conflict with Section 946.13 of the Wisconsin Statutes (Private Interest in Public Contract Prohibited).

5. Applicants shall not be disqualified based on age, race, religion, color, handicap, sex, physical condition, development disability as defined in s. 51.01(5), sexual orientation or national origin.

3.3 ELIGIBLE ACTIVITIES

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

1. The acquisition of land and buildings.

2. Machinery and equipment acquisition, furniture and fixtures.

3. Site preparation and the construction or reconstruction of buildings or the installation of fixed equipment.

4. Clearance, demolition, removal of structures, rehabilitation and renovation of buildings, facade renovation and other such improvements.

5. Leasehold improvements, where the lease period is for the term of the Burl RLF loan.

6. Business acquisition through purchase of assets or stock.

7. The payment of fire suppression expenses or assessments for sewer, water, street, and other public utilities if the provision of the facilities will directly create or retain jobs.

8. Working capital.

9. Training costs related to the jobs created or retained as a result of the Burl RLF loan.

10. Mixed Use Buildings are eligible for Burl RLF financing. Improvements to the residential portion will be considered where safety improvements are needed.

11. Other costs which represent opportunities to further the goals and objectives of City of Burlington's Strategic Plan.

3.4 INELIGIBLE ACTIVITIES

Program loans shall not be available for the following activities:

1. Refinancing or consolidating of existing debt.

2. Reimbursement for expenditures made more than nine months prior to a complete loan application being received, unless the time limit is extended or waived by the City of Burlington for good cause.

3. Specialized equipment that is not essential to the business operation.

4. Residential building construction or reconstruction (unless such reconstruction is intended to convert the building or a portion of the building to a business or industrial operation).

5. Routine maintenance.

6. Other activities that the Loan Review Committee may identify during the administration of the program.

3.5 INELIGIBLE BUSINESSES

Program loans shall not be available for the following businesses:

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

3.6 PROGRAM REQUIREMENTS

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

1. Private Funds Leveraged. Ideally~~Generally~~, the applicant ~~must~~ would leverage a minimum of one dollar ($1.00) of private funds for every one dollar ($1.00) of loan funds requested; however, lower leverage is permitted particularly with the increased focus on businesses in need of smaller loans that may not require private dollar matches. ~~. Lower leverage would be~~

~~permitted at the discretion of the RCEDC Loan Committee and Burlington City Council.~~ Private funds used to leverage the Burl RLF loan may be used for any eligible project costs or renovations or improvements to residential portions of the project real estate. Consideration of private funds towards any other ineligible project costs as leverage of the Burl RLF would require approval of the City of Burlington.

2. Community Benefits. Applicants must demonstrate the project will benefit the community by meeting one or more of the objectives listed in Section 1.2 of this Policy Manual.

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

3. Financial Feasibility and Business Viability. The applicant must demonstrate that the proposed project is viable and the business will have the economic ability to repay the funds.

4. Project Completion. Projects shall be completed within 12 months from the date of the loan approval unless prior approval is given by the RCEDC Loan Advisory Committee. Applicants shall provide a project implementation schedule.

5. Records. Loan recipients will maintain those records that are necessary for the City or its designated agent, to determine if the performance of the business complies with the terms of the loan agreement. The records may include, but may not be limited to, purchase orders, invoices, records of payments, canceled checks, payroll records and/or business certifications indicating the number of new or retained employees as a result of the Project. The City or its designated agent will have access to all records pertinent to the Project for the purposes of examination and transcription.

6. Compliance With Applicable Laws. Applicants shall comply with all applicable local, state, and federal laws and codes.

7. Nondiscrimination. Recipient businesses will not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, or handicap.

SECTION 4. TERMS AND CONDITIONS

4.1 TERMS AND CONDITIONS

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

1. Loan Amount. Loan amounts are subject to the availability of program funds. and to the following guidelines. A maximum loan size of $100,000 for each borrower. Loan amounts may be higher if the project is determined to be of significant economic impact and is so designated by the City of Burlington.

2. Interest Rate. Loans shall be subject to a minimum interest rate of fifty percent (50%) of the

current prime rate as published in the Wall Street Journal at the time of application. The maximum interest rate shall be the prime rate of interest plus 2%, as published in the Wall Street Journal at the time of loan application. The interest rate shall be established by the RCEDC Loan Advisory Committee, taking into consideration the borrower's ability to repay, the desirability of the borrower and the project relative to the Burl RLF goals, and the availability and cost of other financing alternatives available through private financial institutions. The interest rate will be fixed for the term of the loan or may be variable, based upon criteria established by the RCEDC Loan Advisory Committee, except as provided in section 3.6(4). (Penalty for the Failure to Create or Retain Jobs)

3. Terms for Loans. Loan terms and amortization schedules should not exceed the useful life of the collateral.

   - Working capital loans shall have a maximum term of seven years.
   - Loans for machinery, equipment and fixtures shall have a maximum term of ten years.
   - Real estate loans shall have a maximum term of 12 years which can be amortized on a 20-year basis with the option of refinancing for an additional eight years.

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

4. Deferral of Payments. Payment of interest and/or principal may be deferred for up to ~~one (1) year~~eighteen (18) months if merited in the loan application. Interest ~~shall~~ may accrue during the deferment period and may be paid in full or added to the principal amount of the loan. Following the deferral period, interest and principal shall be paid for the remaining term of the loan.

5. Grants. Grants of up to $~~15~~10,000 may be granted by the City of Burlington City Council for those projects to be determined to have a significant community impact. Grants would be determined on a case-by-case basis as deemed appropriate by City Staff and City Council. If City Staff is in support of a grant request, RCEDC Staff and the RCEDC Loan Advisory Committee, if the RCEDC Board requires Committee review, will review the request from the applicant and make a recommendation to City Council. The presentation would include the following for the City to consider:

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

   No more than 30% of available funds will be allocated towards grants annually with the remaining 70% allocated towards loans. This will be reviewed annually by City Council.

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

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

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

SECTION 5. APPLICATION PROCEDURES

5.1 DISCUSSION OF REQUIREMENTS

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

5.2 PRIORITY

Applications shall be reviewed in the order received and based on readiness for the proposed project to proceed. The Administrator of the City of Burlington and the staff of the RCEDC will determine whether sufficient funds are available in the –Burl RLF to accept applications for new business loans or grants and RCEDC will promote the Burl RLF as to the availability of the funds to the business community.

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

1. Eligibility of the applicants.

2. Eligibility of the project to be undertaken.

3. The extent to which private funds are to be leveraged.

4. The extent to which jobs are to be created, and the type jobs and wages.

5. The extent to which the loan can be secured.

6. Evidence of ability to repay the loan.

7. Size of the loan requested.

8. Timing of the proposed expenditures.

9. Completeness of application.

10. The extent to which the applicant meets the City's Strategic Plan.

~~10.~~
11. The extent to which the business may have received City assistance in the past few years.

12. Other factors as deemed appropriate.

~~11.~~

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5.3 TIMING

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

5.4 LOAN APPLICATION

Applicants shall submit an application using the Burl RLF application forms which may require the following be included:

1. Project description of how the business plans to use the requested funds.

2. A business plan that includes the history and description of the business and analysis of management ability.

3. Personal Financial Statement current within 90 days for each proprietor, partner member or stockholder of the operating business concern, and, if different, each owner of any eligible passive company used to hold the project real estate.

4. Resumes of owners and any principals involved in the day-to-day management.

5. Balance sheet and income statements for the previous three years for the operating business concern.

6. A balance sheet and income statement dated within 90 days of the application with an aging of the accounts receivable and accounts payable listed.

7. Financial projections, including both balance sheet and income statements for the first two years with a description of the assumptions attached.

8. For a new business, a monthly cash flow analysis for the first 12 months of operation or three months beyond break even, (whichever is longer) together with a description of assumptions attached.

9. A schedule of debts which includes the original amount, date, monthly payment, interest rate, present balance, maturity, to whom payable and collateral.

10. The names of affiliated (through management control) or subsidiary businesses as well as the last two fiscal year-end financial statements and a current financial statement for each of these firms.

11. A copy of key cost documents related to the project such as real estate purchase agreements, contractor cost estimates, equipment costs, etc.

12. An accepted offer to purchase land and/or buildings.

13. If applicable, a copy of the existing or proposed lease agreement.

14. An independent appraisal for construction projects on an "as completed basis" and otherwise as required.

15. Environmental analysis, if applicable.

16. A letter from the participating lender stating the terms and conditions of its participation.

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

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

The RLF Administrator reserves the right to waive one or more of the above requirements when analyzing the loan request for a recommendation to the RCEDC Loan Advisory Committee and City of Burlington.

5.5 REVIEW PROCESS

Specific steps in the review process include the following:

1. Preliminary Review. The RLF Administrator will review the application for completeness and verify that the proposed project meets the minimum requirements provided in Section 3.6. If the application is not complete, the Administrator will inform the applicant of the deficiencies.

2. Formal Review. The RCEDC Loan Advisory Committee will meet to review applications within 30 days of the receipt of a completed application or at some other predetermined

schedule. Once the review is completed and the proposal is acceptable for funding, the RCEDC Loan Advisory Committee or Staff will forward the proposal to the City of Burlington Common Council for final approval.

3. Negotiation of Terms. Upon the acceptance by the City of Burlington, the RLF Administrator will contact the business in writing to review and explain the terms of the loan.

4. Notice of Award. If the application is approved, a closing will be scheduled to execute the necessary loan documents.

5. Rejection of Award. If the application is not approved, the RLF Administrator will send a letter to the applicant stating the reasons for rejection and offer to meet with the applicant to explore ways to strengthen the loan request or to identify alternative funding sources.

SECTION 6. DISTRIBUTION OF FUNDS

6.1 LOAN PROCEDURES

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

1. Notice of Award. The RCEDC Loan Committee and City of Burlington must have reviewed and approved the loan request.

2. Loan Agreement. The RCEDC attorney or designee shall prepare a loan agreement which shall be executed by the City of Burlington and the Borrower.

3. Promissory Note. A promissory note shall be prepared by the RCEDC attorney or designee and signed by the Borrower at the time of loan closing. The note must be dated; it must reference the agreement between the City of Burlington and the business; and it must specify the amount and repayment terms of the loan.

4. Security. Agreements provided as security for all loans shall be prepared by the RCEDC attorney or designee and executed at the time of the loan closing. The RLF Administrator shall record the instrument and place a copy in the loan file.

5. Repayment Schedule. A loan repayment or amortization schedule shall be prepared by the RLF Administrator after the loan proceeds are fully disbursed. The repayment schedule shall be dated and signed by the Borrower.

6. Evidence of Permits. Documentation must be provided by the applicant that all necessary permits, licenses, and any other registrations required have been obtained by the applicant prior to the release of program funds.

7. Evidence of Expenditures. Documentation must be provided by the business to evidence program expenditures prior to the release of funds. Documentation shall include bills and

invoices or receipts for materials, final bills of sale or canceled checks. All documentation shall be reviewed and approved by the RLF Administrator.

8. Equipment. Equipment financed with program funds must have been purchased, delivered, and installed, prior to final disbursement of the Burl RLF funds. The RLF Administrator shall verify the installation of equipment.

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

SECTION 7. POST APPROVAL REQUIREMENTS

7.1 OBLIGATION OF LOAN RECIPIENT

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

1. The creation or retention of the agreed upon number of jobs within an agreed upon period of time detailed within the loan agreement.

2. Not to discriminate on the basis of age, race, religion, color, handicap, sex, physical condition, development disability as defined in s. 51.01(5), sexual orientation or national origin in any employment or construction activity related to the use of the business loan funds.

3. To use the loan money only to pay the cost of services and materials necessary to complete the project or activity for which the loan funds were awarded.

4. To permit inspections by persons authorized by the City of Burlington, of all projects and properties assisted with loan funds. Related project materials shall also be open to inspections which include, but may not be limited to, contracts, materials, equipment, payrolls, and conditions of employment. Requests for inspection shall be complied with by the borrower.

5. To maintain records on the project as may be requested by the City of Burlington or the Loan Administrator. These files shall be maintained as long as the loan is active or for at least three (3) years after completion of the work for which the loan has been obtained, whichever is longer.

6. To submit periodic progress reports to the Administrator in accordance with the schedule in the loan agreement. These reports shall report on project progress including number of jobs created or retained during the loan agreement.

7. To maintain insurance on the project property required during the term of the loan. The City of Burlington shall be listed as Loan Loss Payee and/or Mortgagee on the policy as determined by the RLF Administrator. A collateral assignment of life insurance may be required of the

applicant.

SECTION 8. PERFORMANCE MONITORING

8.1 PRIVATE LEVERAGE COMMITMENTS

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

8.2 HIRING OF NEW EMPLOYEES

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

8.3 DEFAULT

1. In addition to the grounds specified in the loan agreement, the following shall be considered default:

   (a) Defaulting on other loans with private lenders.
   (b) Cessation of operations or relocation of operations from the Eligible Area.
   (c) Sale of the business.

2. In the event the business is in default on any of the terms and conditions of the loan agreement, all sums due and owing, including penalties shall, at the City of Burlington's option, become immediately due and payable. To exercise this option, the RCEDC's attorney shall prepare a written notice to the business. The notice shall specify the following:

   (a) The default.
   (b) The action required to cure the default.
   (c) A date, not less than thirty (30) days from the date of the notice, by which the default must be cured to avoid foreclosure or other collective action.
   (d) Any penalties incurred as a result of the default.

SECTION 9. USE OF LOAN REPAYMENTS AND REPORTING

9.1 BURL RLF ACCOUNT

Repaid Burl RLF loan funds shall be deposited into an interest bearing account at a financial institution insured by the Federal Deposit Insurance Corporation (FDIC) and may be reloaned in a manner consistent with the policies of the Burl RLF Manual. A separate accounting record for each loan shall be kept to account for all funds loaned. (Section 10.2(b)).

SECTION 10. LOAN SERVICING

10.1 MONITORING

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

The RLF Administrator will notify the loan recipient in writing of any payment deficiency and the action that will be taken should the payment not be made. Should there be a late payment; the RLF Administrator will contact the loan recipient to determine the reason for the delayed payment. Contact may need to be made with other participating lender(s) to determine if their loans are current and to alert the lender of a potential problem. All payments shall be applied first to accrued late payment penalties, then to interest accrued, and then to principal.

A loan servicing file, repayment monitoring file and "tickler" file shall be established and maintained for each loan recipient to insure complete, accurate and timely information on the status of the loan. The files will include records of all payments, observations and comments of the RLF Administrator, all written correspondence, a record of important conversations, a list of applicable loan covenants, certificates of insurance, and life insurance, as applicable; and documentation for job creation and retention.

10.2 RECORDKEEPING

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

(a) Revolving Loan Funds Status Report. - Contains the business name, loan date, loan amount, terms, and date repayment begins.

(b) Revolving Loan Fund Obligations Journal . - records all deposits and disbursements to and from the Burl RLF, including funds used for Burl RLF administration.

(c) Burl RLF Loan Repayment Records. - records repayments made by each business which has received a loan from the Burl RLF. It also tracks the balance of repayments from all loans from the Burl RLF. Payments are divided into principal and interest payments with a declining principal balance.

COMMITTEE OF THE WHOLE **ITEM NUMBER 5F**

DATE: February 4, 2020

SUBJECT: **RESOLUTION 4995(48)** - To approve the BHS1 Program Agreement between City of Burlington Fire Department and Burlington High School.

SUBMITTED BY: Alan Babe, Fire Chief

BACKGROUND/HISTORY:

In 2012, the BHS1 program was created as a means for students who were interested in Emergency Medical Services (EMS) to obtain hands on training and ride along during rescue calls. Burlington High School partnered with Burlington Rescue Squad at the start of this program. With the dissolution of Burlington Rescue Squad, Troy Everson, the Program Coordinator for BHS1, reached out to Fire Chief, Alan Babe, to continue this valuable program. The primary goal of this program is to assist the students in learning all aspects of the EMS career field. Students will apply the concepts and skills acquired in the classroom to practice job-related competencies not available within the school environment and gain valuable work experience through the relationship and responsibilities encountered during the internship.

This program is offered annually in the Spring as part of the high school curriculum. On average, 8-12 students participate in the program. Each student will be required to submit an application, cover letter, resume and application to the Fire Chief. The students will go through an interview, department orientation session and physical at Aurora Occupational Health.

Benefits to the Student: This program gives the student valuable experience in EMS and the opportunity to continue on as a member of the City of Burlington Fire Department after the semester is over.

Benefits to CBFD: The programs allows for CBFD to help teach students valuable EMS skills. This is a great program that helps CBFD to give back to the community as well as Burlington High School.

BUDGET/FISCAL IMPACT:

The City of Burlington Fire Department will be responsible for the cost of 1 red sweatshirt and 1 red t-shirt, screen printed with CBFD- BHS1 Student for each student to wear while they are running shifts. The cost of the t-shirt will be about $8.00 and the cost of the sweatshirt will be about $16.00. For the 2020 Spring Semester, there will be about 12 students which would total $96.00 for the t-shirts and $192.00 for the sweatshirts, a total of $288.00 for clothes.

The City of Burlington Fire Department will also be responsible for the cost of the students completing a Physical, Audio gram, and a 10 panel drug screen at Aurora Occupational Health. The cost for each student will be $128.00. For the 2020 Spring Semester, there will be about 12 students which would total $1536.00 for physicals.

Total cost impact: $1824.00.

RECOMMENDATION:

Staff recommends approval of the City of Burlington Fire Department BHS1 Program Agreement.

TIMING/IMPLEMENTATION:

This item is for discussion at the February 4, 2020 Committee of the Whole meeting, and is scheduled for final consideration at the February 19, 2020 Common Council meeting.

Attachments

Res 4995(48) BHS1 Program
CBFD-BHS1 Agreement
Student checklist

Resolution No. 4995(48)
Introduced by Committee of the Whole

A RESOLUTION APPROVING A PROGRAM AGREEMENT BETWEEN THE CITY OF BURLINGTON FIRE DEPARTMENT AND BHS1 PROGRAM

WHEREAS, the City of Burlington Fire Department will work with the BHS1 Students in an EMS Program,

WHEREAS, the Fire Chief and BHS1 Program Coordinator will work together to select students for the program and perform evaluations,

WHEREAS, The BHS1 students will respond on Emergency Medical Service (EMS) calls within the City and Town limits in conjunction with the City of Burlington Fire Department.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Burlington, Racine County, State of Wisconsin, that the City of Burlington shall accept the program agreement between the City of Burlington Fire Department and the BHS1 Program.

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

Introduced: February 4, 2020
Adopted:

_____
Jeannie Hefty, Mayor

Attest:

_____
Diahnn Halbach, City Clerk

City of Burlington Fire Department BHS1 Program

Program Description

Burlington High School (BHS) is proud to be able to return support to our community by allowing some of students to assist with the daily volunteer operations of the City of Burlington Fire Department (CBFD). Students who are afforded this opportunity will be held to a very high standard as they will be representing both CBFD and BHS respectively.

Students interested in a career in the EMS field that are in good standing have the opportunity to actively participate as a "working" member (BHS1 Student) with CBFD. Students will work assigned shifts on the department throughout the semester and perform many of the same duties as EMTs. Students will be evaluated by the Fire Chief and Program Coordinator.

Primary Goal

Assist the student in learning all aspects of the EMS career fields. Students will apply the concepts and skills acquired in classroom trainings and drills to the work situation; to acquire job-related competencies not available within the school environment; and to gain work experience through the relationship and responsibilities encountered during the internship.

Participation Qualifications

- Submit an application, cover letter and resume to the CBFD Fire Chief and an approved application for admission to the BHS1 Program.
- Successful completion of CBFD interview/selection process
- Successful completion of a department orientation session/process
- Successful completion of a Physical, Audiogram and 10 panel drug screen at Aurora Occupational Health

Students are required to complete all facets of their BHS1 program and responsibilities or risk the loss of status with the department including a positive job reference.

Guidelines

1. Maintain confidentiality at all times with any information they are exposed to.
2. Maintain clean school records and abide by all extra-curricular expectations.
3. At all times maintain passing grades in ALL classes. If a student falls below this expectation, they will not be allowed to respond to calls until the situation is rectified and the student meets with the Program Coordinator. (See Burlington High School Athletic and Activities Handbook- Section ACADEMIC AND ATTENDANCE REQUIREMENTS TO MAINTAIN ELIGIBILITY)
4. Keep a log of all calls they respond to detailing specific times they are out of the school building.

5. Check with their instructors to make up any work they may have missed while performing their EMS duties. This work should be made up ASAP with a due date that is mutually agreed upon by the instructor and student.
6. Have parental permission to participate in this partnership.
7. Drive with due regard to public safety at all times. **Students should obey all traffic laws when responding to calls and returning to school.**
8. Notify student services of their return to school after any EMS call. This will be required so that the students' absence will not be considered unexcused. Parents will NOT be required to excuse their student for these responses.
9. Meet both formally and informally with the Program Coordinator and/or administration on a regular basis.
10. Check out a pager/radio from the Program Coordinator's room and return it at the time agreed upon.
11. Students will work under the direction of the Fire Chief and other fire department personnel in conjunction with the BHS1 coordinator.
12. Students are encouraged to attend training sessions scheduled by CBFD as the training session does not interfere with outside scheduled classes.
13. Students will abide by all rules, regulations, and procedures as established by CBFD.
14. Students are additional personnel and are not to be used to replace a regular EMT nor shall the student infringe upon the rights of the firefighters or EMTs of CBFD.
15. Students will be evaluated by the Fire Chief and Program Coordinator.
16. Students shall be available for and participate in an orientation.

The City of Burlington Fire Department Will:

1. Provide a copy of the fire departments rules, regulations, SOGS, and other procedures
2. A uniform of a Red T-Shirt and Sweatshirt with CBFD – BHS1 Student
3. Access to I am Responding App.
4. Provide learning experiences, which will contribute to, and be consistent with the student's career objectives.
5. Identify work activities, which the fire department can provide to the student.
6. Evaluate the student's performance and work attitude.
7. Provide the student with direct supervision which includes CBFD employees including the Fire Chief and Program Coordinator.
8. The designated individual to supervise the student will:
    - Counsel the student as needed
    - Answer questions and be accessible to the student for assistance
    - Meet with the student as needed
    - Contact the BHS1 Coordinator prior to severing the relationship with the student.
9. Remove the student if the fire department observes unsatisfactory performance or attitude.

10. CBFD personnel reserves the right to restrict environments the student has access to.

The Student Will:

1. Conform to all fire department rules, regulations, SOGs and procedures.
2. Fulfill all course requirements for the BHS1 program and maintain passing grades in all courses taken concurrently with the program.
3. Hold Fire Department information as well as emergency incident information in strict confidence and be aware that possible legal ramifications can ensue with a breach of this confidentiality agreement.
4. Keep accurate records of participating hours and other necessary records.
5. Discuss concerns/problems with the Fire Chief and Program Coordinator.
6. Accept the evaluation/feedback from the Fire Department and agree to work on areas where improvement is needed.
7. Not sever the student affiliation with CBFD without providing a written notice and attend an exit interview.
8. Understand that he/she can be removed from the BHS1 Program if the Fire Department observes unsatisfactory performance or attitude.
9. Understand he/she can be removed from the BHS1 Program due to conduct that might bring discredit to the Fire Department or violates department or City Policy.
10. Disclose any and all legal interaction with law enforcement to the Fire Chief or Program Coordinator. Failure to do so will result in an immediate removal form the BHS1 Program.
11. All call related activities WILL NOT be on any form of Social Media. Anything found will be grounds for immediate removal from the BHS1 Program. (See City of Burlington Employee Handbook Appendix G: Social Media use Policy, Standard and Procedures).
12. Provide to CBFD a copy of their Wisconsin Department of Health Services Training Permit which is authorized under Wisconsin State Statute 256 and Wisconsin Administrative Code DHS 110.

Additional Guidelines

1. When using a facility such as a kitchen, complete cleaning is required.
2. Students will maintain good personal hygiene habits and grooming.
3. Students are not permitted on Fire Department property while under the influence of alcohol or drugs.
4. Visitation of people for the student shall be kept reasonably short at the Fire Station.

Dismissal from BHS1 Program

1. Any student who is in violation of the rules, regulations, SOGs, procedures or, in the Fire Chief's evaluation does not meet the department's standards will be dropped from the program by the Fire Chief or Program Coordinator.

Performance Objectives FD Organization

1. Understand the rules, regulations, SOGs that govern the conduct of a BHS1 Student.
2. Understand the general policies that govern the overall operations of CBFD.
3. Understand the organizational chart of CBFD and understand the chain of command used by the department.
4. Understand the safety polices used by CBFD.
5. Understand the specific policies that govern the BHS1 program at CBFD.

Performance Objectives EMS

1. Describe all safety procedures to be followed by EMS members at CBFD.
2. List, locate, and describe the use of all equipment carried on an ambulance at the Fire Department.
3. Describe the role of a student on an EMS crew at CBFD.
4. Outline and describe the duties of an EMS member and function as an EMS member of CBFD.

Release and Hold Harmless

Knowing the dangers and risks associated with emergency incidents and activities that surround a fire department, I (BHS1 Student), on behalf of my family, heirs, and personal representative(s), agree to assume the risk and responsibilities surrounding my participation in a student partnership and release forever discharge, waiver, and covenant not to sue the City of Burlington Fire Department, Fire Chief, officers, members, firefighters, EMTs or other students against any and all liability for any harm, injury, damage, claims, demands, actions, cause of action, costs, and expenses of any nature whatsoever which I, (BHS1 Student), may have or which may hereafter accrue out of or related to participating in the internship.

Medical Payments/Disability Coverage

No medical coverage or disability coverage is provided by CBFD. Students are advised to have medical coverage. Health insurance is encouraged and is at the student/s expense.
(See Burlington High School Athletic and Activities Handbook- INSURANCE)

I hereby give permission for my son/daughter _____ to participate in the BHS1/ CBFD partnership program. I realized that they are responsible for all of their school work missed while on call. I further realize that my child will be leaving school for EMS calls and expect my son/daughter to follow ALL traffic laws at the all times but specifically while doing EMS work.

_____

Parent Signature Print Date

_____

Student Signature Print Date

_____

Program Coordinator Signature Print Date

_____

Fire Chief Signature Print Date

_____

School Administrator Signature Print Date

_____

School Counselor Rep. Signature Print Date

Burlington High School Athletic & Activities Handbook 2019-2020

ACADEMIC AND ATTENDANCE REQUIREMENTS TO MAINTAIN ELIGIBILITY ACADEMIC

In order to be academically eligible for extra-curricular activities, a student must be a fulltime student as defined as follows: ➢ Students must take 3 credits per semester In addition, students must maintain a minimum grade point average of 1.67 quarterly (Quarter 1 – Nov. 5, Quarter 2 – Jan. 23, Quarter 3 – Apr. 1, Quarter 4 – June 5), have received no more than one failing grade (including incompletes), and have no unresolved/unexcused or truant absences for the school year. Burlington High School must be responsible for 100% of school programming to be considered a full-time student. Parents/guardians will be notified of ineligibility by one of the school administrators as soon as the student becomes ineligible.

Grades to determine eligibility will be based on quarter grades (grading periods). ● Eligibility for summer and fall sports will be based on grades earned in the fourth (4th) quarter of the previous spring marking period. ● Summer School grades will be considered part of the 4th quarter and 2nd semester grades if a student attends Summer School in an attempt to regain academic eligibility. ● Grades will be reviewed at the end of the appropriate period

Academic ineligibility will be for 20 consecutively scheduled school days; however, a student who is ineligible may not return to competition until the school day following the completion of the ineligibility period. Academic ineligibility will go into effect on dates predetermined by the current school year calendar. Ineligibility is defined as not being allowed to participate in games/meets. Students will be allowed to attend and participate in practice unless otherwise specifically stated.

A student may be reinstated after 20 school days when the student secures written proof to show evidence that the student is meeting the criteria described above. Written proof is a completed "Academic Goal Progress Report Form." The "Academic Goal Progress Report Form" is available in the Activities Office. The athlete must secure written verification from all teachers and submit the form to the Activities Director one school day before reinstatement can occur. Mid-quarter grades will be used only for determining whether a student can regain eligibility, but not to declare a student ineligible. If a student does NOT regain eligibility after the 20 day period of time, s/he will, additionally, not be allowed to PRACTICE for the remainder of the term during which ineligibility occurs.

A student regains eligibility immediately if incompletes are made up within ten (10) school days after the eligibility date. The Activities Director must be able to determine through information gathered from the teacher that all work has been appropriately completed. If ineligibility is due only to the incomplete grade, the student will regain eligibility as soon as the Activities Director can verify the grade.

A student may erase ineligibility status following the last grade-reporting period of the school year through summer school courses provided the school gives credit toward graduation requirements for such courses and counts them in rank-in-class standings. The student must successfully complete not less than the same number of courses that caused the ineligibility.

If try-outs are conducted in a sport prior to the conclusion of a quarter, an ineligible student will be allowed to participate in the try-out process, but will not be eligible for competition until full eligibility has been restored.

There is NO appeal process for ineligibility caused by academic or attendance reasons.

ATTENDANCE

A student must be in school for the full day or be legally excused by the Attendance Office PRIOR to the absence to be eligible for practice or competition on a given day. If a student misses school due to illness, s/he is not allowed to practice or compete. In other words, if a student is too sick to come to school, the student is too sick to participate or compete.

Any student who is determined by his/her coach/advisor or the Activities Director to have been truant or have an unexcused/unresolved absence for one period of a school day, shall be immediately declared ineligible for all practice and competition for that day. For each additional period of truancy or unexcused/unresolved absence, the student shall be declared ineligible for all practice and competition for successive days at the rate of one day for each period of truancy or unexcused/unresolved absence.

Further, students may not practice or compete on the day of an excused absence as defined by the Attendance Office unless the Attendance Office is aware and approved of the absence PRIOR to the absence occurring.

ACTIVITIES CODE

Students participating in extra-curricular activities are required to:
1. Refrain from the use, possession, transfer or sale of alcoholic beverages, controlled substances, performance-enhancing drugs, tobacco products, and e-cigarette and/or ingredients/components/vapor (vapor contains nicotine).
2. Refrain from being present in a vehicle in which a non-parent/guardian driver is being ticketed for driving while under the influence of alcohol or any controlled substance.
3. Refrain from being present in a bar, tavern or any other place where alcoholic beverages are sold or consumed while not accompanied by their parents/guardians. This applies to all Burlington students regardless of age or the time of year. This rule does not apply to areas of premises or establishments not actually involved in the SALE or CONSUMPTION of intoxicants. These areas could be hotels, grocery stores, bowling alleys and regularly established athletic fields, stadiums, fairgrounds and parks.
4. Refrain from violating a coach's/advisor's or the school's training, grooming and dress regulations.

5. Refrain from the use of swearing or abusive language toward any coach/advisor, teacher, student, official or opponent.
6. Refrain from committing acts of vandalism or any other criminal behavior defined in the Wisconsin Statutes as such.
7. Refrain from committing serious and/or continued violations of school regulations.
8. Refrain from lying, being disrespectful, exhibiting any insubordinate behavior, or from engaging in any form of conduct unbecoming a Burlington athlete.
9. Refrain from posting disparaging or disrespectful comments, or any pictures or video which would show individuals committing violations of the Activities Code with respect to any coaches/advisors, teachers, school administrators, Burlington students, game officials, or students at opposing schools, on electronic media available to the general public on sites such as "Kik," "Instagram," "Snap Chat," "Facebook," or "Twitter," or through text messages or e-mails sent via electronic media.
10. Comply with all rules as established by the Southern Lakes Conference, the school, and the WIAA.

Special Conditions:
1. The courts have ruled that participation in athletics is a privilege, and not a right; therefore, students are often held to a higher standard than other students by virtue of the fact that they are highly visible representatives of Burlington High School whose negative behavior could adversely impact the image of our school.
2. The Activities Code is in effect for twelve months of the calendar year and governs the behavior of students whether school is in session or not, and at both in-school events and events not sponsored by the school, except where otherwise stated in the Activities Code. 3. If a student is present at a gathering, unaccompanied by parents, where any substances or items prohibited by the Activities Code are present or being consumed, s/he must depart immediately or, if necessary, make arrangements to depart entirely from the premises no later than 15 minutes of his/her arrival at the gathering, and must refrain from violating the Activities Code while still at the gathering. The parent/guardian/adult owning the residence where a peer party is being held, and any substances or items prohibited by the Activities Code are being used by minors, does not exempt the child of the owner from violating this rule. Failure to comply with these provisions will be considered a violation of the Activities Code.
4. Violations of the Activities Code are cumulative throughout the student's school career in grades nine (9) through twelve (12).
5. Penalties will carry over to the student's next season/activity. If the next season/activity is not the season of a sport/activity in which the student is normally involved, the carry-over of the penalty and successful completion of the penalty will count only if the student remains in good standing during the entire season. If not, the penalty carry-over initially in effect will remain in effect and must be served in a successive sports season.
6. The Activities Director shall have primary responsibility for investigating, and, if necessary, assigning penalties, for alleged violations of the Activities Code.
7. HONESTY REDUCTION – Students who self-report a first violation of the Activities Code to the Activities Director within forty-eight (48) hours of the infraction and PRIOR to the Activities Director interviewing the individual for the alleged infraction, and are deemed cooperative during the investigation, will receive a 25% reduction in the penalty

normally assessed for the infraction. No provisions are made for weekends or holiday periods in regards to the forty-eight (48) hour period. Students who wish to self-report can call 262-763-0200 ext 1258 to speak to or leave a message for the Activities Director. Students who host gatherings in which violations of the Activities Code are not eligible for honesty reduction.
8. Penalties as listed are minimums.
9. All penalties assessed for violations of the Activities Code will be considered completed ONLY IF that athlete serves the total penalty as assessed.
10. When assessing penalties for violations of Category I of the Activities Code, a contest/game shall be defined as one game or match or a single day's activities. Exceptions are as listed here:
11. A student who violates the Activities Code would not be eligible for either a nomination or be a recipient for any award at the conclusion of the season in which the violation occurs or is served. In addition, a student who violates the Activities Code may not serve or continue to serve as a captain during the season of suspension. The athletic director and principal must approve any departure from this policy.
12. Violations of the Activities Code could lead to additional penalties assessed by the WIAA, the school, or law enforcement personnel.
13. Penalties are assessed according to the category of activity in which the student was participating at the time of the offense. In addition, participants in Category I Activities are expected to adhere to the Activities Code during the entire calendar year of their entire high school career including all breaks and vacations once they have been declared as a participant in any Category I Activity.
14. Category I Activities (All WIAA Regulations and the Activities Code): Baseball Golf Swimming Basketball Gymnastics Tennis Cheerleading Dance Track & Field Cross Country Soccer Volleyball Football Softball Wrestling
15. Category II Activities* (School-sponsored activities and clubs): Group A _ Group B Bowling Crier Equestrian WBSD Forensics Yearbook Koral One Act Play Three Act Play Trap/Shooting Team Musical Production Group C Academic Decathlon Mock Trial AFS Model OAS Amnesty Int. Model U.N. Dance Club Multi-Cultural Club Drama Club National Honor Society Driven Partners 2 FBLA Peer Listeners FAA Peer Mediation Geography Bowl Student Government Geography Bowl Key Club Honors Art Club Ice Fishing Jazz Band Pep Band Juggling Club *Any other clubs that are established during the school year.

ACTIVITIES CODE VIOLATIONS – CATEGORY I

First Violation Students violating the Activities Code will be declared ineligible for a period of 50% of the games played in a regular season. Any games or events within the WIAA State Tournament series will not be counted with regular season games/events to determine the length of the eligibility period.

Second Violation Students violating the Activities Code for a second time will be declared ineligible for the total number of games of the current season. If the student is not playing a sport at the time of violation, the next season in which the student plays will be used to determine the length of the suspension. Ineligibility carries over to the next season if a student is not able to serve the entire suspension within the current

season. Any games or events within the WIAA State Tournament series will not be counted with regular season games/events to determine the length of the eligibility period.

Third Violation Students violating the Activities Code for a third time will be declared ineligible for the remainder of their high school career.

ACTIVITIES CODE VIOLATIONS – CATEGORY IIA First Violation Students violating the Activities Code will be declared ineligible for a period of 50% of the scheduled performances of the activity. No exceptions will be made for students in leading roles.

Second Violation Students violating the Activities Code for a second time will be suspended from ALL performances. No exceptions will be made for students in leading roles.

Third Violation Students violating the Activities Code for a third time will be declared ineligible for the remainder of their high school career.

ACTIVITIES CODE VIOLATIONS –CATEGORY IIB First Violation Students violating the Activities Code will be declared ineligible for a period of 45 school days.

Second Violation Students violating the Activities Code will be declared ineligible for a period of 90 school days.

Third Violation Students violating the Activities Code for a third time will be declared ineligible for the remainder of their high school career.

ACTIVITIES CODE VIOLATIONS –CATEGORY IIC First Violation Students violating the Activities Code will be declared ineligible for a period of 45

Second Violation Students violating the Activities Code will be declared ineligible for a period of 90 school days.

Third Violation Students violating the Activities Code for a third time will be declared ineligible for the remainder of their high school career.

ACTIVITIES CODE VIOLATIONS – ADDITIONAL PENALTIES FOR VIOLATIONS INVOLVING ALCOHOL, TOBACCO, CONTROLLED SUBSTANCES, AND PERFORMANCE-ENHANCING DRUGS

In addition to the penalties as described above, any student who violates any portion of the Activities Code dealing with alcohol, tobacco, controlled substances, or performance-enhancing drugs will also be subject to the following requirements:

First Violation The student must meet with the Student Assistance Program (SAP) for an interview and will be required to successfully complete a prescribed school-sponsored program prior to regaining eligibility.

OR

At the parent/guardians' cost, the student may choose to contact an approved, licensed nonschool AODA counseling agency for an assessment, and must attend and finish any prescribed program prior to regaining eligibility. Successful completion must be documented with a letter from the agency to the Activities Director.

Second Violation The student and his/her parents/guardians must meet with a representative of the school administration and the AODA Coordinator to establish the procedures by which the student will complete the steps listed below at the parent/guardians' cost:

a. Complete an AODA assessment at an approved, licensed non-school AODA agency. b. Cooperatively participate in the recommended program. c. Successfully complete the treatment program. d. Agree to a behavioral contract between the student, school administration, and a representative of the AODA agency as a condition of regaining athletic eligibility.

Athletic Code Third Violations Leading To Permanent Suspension A student who has been declared ineligible for the remainder of his/her high school career as a result of a third violation in any category may appeal to the Activities Council for

probationary eligibility after a suspension period of one hundred (100) school days if the following conditions are met:

a. Submits to at least three random drug and alcohol screenings no less than twenty (20) days apart at the expense of the parents/guardians and written results are shared with the Activities Director if the violation was related to alcohol, tobacco, controlled substances or performance-enhancing drugs; b. Maintains academic eligibility throughout the ineligibility period; c. Maintains an attendance record free of truancies or unexcused/unresolved absences. d. Maintains a behavioral record without disciplinary suspensions during the ineligibility period.

If, after a suspension period of one hundred (100) school days, all of the conditions in items a. through d. above have been successfully completed, the parents/guardians of the student may submit a written request for probationary eligibility, with all necessary documentation attached, to the Activities Director. The Activities Director will then review all of the documentation presented to determine if the necessary conditions have been satisfactorily met, and, if so, will institute a probationary eligibility period for the remainder of the student's high school career with the following provisions. The student must:

a. Attend all scheduled practices/games/events or receive prior approval of the Activities Director if a legitimate absence is necessary; b. Remain academically eligible; c. Remain free of unexcused/unresolved absences and truancies;. d. Remain in good standing with no further Activities Code violations.

If the student, while on probationary eligibility, violates one of the above provisions, s/he will be declared immediately ineligible for the remainder of his/her high school career with no chance for appeal or subsequent requests for probationary eligibility.

CITY OF BURLINGTON EMPLOYEE HANDBOOK
APPENDIX G: SOCIAL MEDIA USE POLICY, STANDARDS AND PROCEDURES

Purpose

To address the fast-changing landscape of the Internet and the way residents and businesses communicate and obtain information about the City of Burlington online, the City departments may consider using social media tools to reach a broader audience.
The City encourages the use of social media to further the goals of the City and the missions of its departments, where appropriate.
The City has an overriding interest and expectation in deciding what is "announced" or "spoken" on behalf of the City on social media sites. This policy establishes both internal and external procedures for the use of social media.

Scope

All City Employees are subject to the terms of the Policy.

Definitions

"City Websites" are all websites that are owned, maintained, or controlled by the City on which information is posted for public viewing or use.
"Social Media Pages" are web pages that provide a means for various forms of discussion and information-sharing, and include features such as social networks, blogs, video sharing, podcasts, wikis, message boards, and news media comment sharing/blogging. Social Media Pages are hosted by websites that authorize multiple users to establish, post content on, and operate their own individual Social Media Page. Technologies associated with Social Media Pages often include picture and video sharing, wall postings, e-mail, instant messaging, and music sharing. Examples of websites that host Social Media Pages include, but are not limited to, Google and Yahoo Groups (reference, social networking); Wikipedia (reference); Facebook (social networking); YouTube (social networking and video sharing); Flickr (photo sharing); and Twitter (social networking and microblogging).
"Social Networking Activities" are the activities undertaken to make and maintain connections and engage with business and/or social contacts, which include making connections through clubs, organizations, phone contacts, written correspondence or through internet-based websites, applications, and services. The City may use a variety of web-based groups, technology, or applications for the purpose of Social Networking Activities.

General

All of the City's social media sites that are posted by departments and offices will be subject to approval by the City Administrator or designee.

The City's website (http://www.burlington-wi.gov) will remain the City's primary and predominant internet presence.

The most appropriate uses of the City's social media tools are as informational channels to increase the City's ability to broadcast its messages to the widest possible audience.

Wherever possible, content posted to the City's social media sites will also be made available on the City's website.

Wherever possible, content posted to the City's social media sites must contain hyperlinks directing users back to the City's official website for in-depth information, forms, documents or online services necessary to conduct business with the City of Burlington.

As is the case for the City's website, the department's director or designee will be responsible for the content and upkeep (including maintenance and monitoring) of any social media site that department may create.

Wherever possible, the City's social media sites shall comply with all appropriate City of Burlington policies and procedures.

The City's social media sites shall comply with the City's conflict of interest code and applicable ethics rules and policies.

The City's social media sites are subject to the Wisconsin Public Records Law. Any content maintained in a social media format that is related to City business, including a list of subscribers and posted communication (with certain exceptions), is a public record. The Department maintaining the site is responsible for responding completely and accurately to any public records request for public records on social media; provided, however, such requests shall be handled in collaboration with the City Attorney's Office. Content related to City business shall be maintained in an accessible format and so that it can be produced in response to a request (see the City's Twitter, Facebook and Video Posting standards). Wherever possible, such sites shall clearly indicate that any articles and any other content posted or submitted for posting may be or are subject to public disclosure upon request. Users shall be notified that public disclosure requests must be directed to the relevant department's director or designee.

Wisconsin law and relevant City records retention schedules apply to social media formats and social media content. Unless otherwise addressed in a specific social media standards document, the department maintaining a site shall preserve records required to be maintained pursuant to a relevant records retention schedule for the required retention period on a City server in a format that preserves the integrity of the original record and is easily accessible. Appropriate retention formats for specific social media tools are detailed in the City's Twitter, Facebook and Video Posting standards.

Users and visitors to the City's social media sites shall be notified that the intended purpose of the site is to serve as a means of communication between City departments and members of the public. The City has a unique policy pertaining to Facebook (see below); however, for all other social media formats, the City's social media site articles,

posts and comments containing any of the following forms of content shall not be allowed and shall be removed as soon as possible:

Sexual content or links to sexual content

Solicitations of commerce

Conduct or encouragement of illegal activity

Information that may compromise the safety or security of the public or public systems

Content that violates a legal ownership interest of any other party

Users shall be informed by posting to the City's social media sites that the City disclaims any and all responsibility and liability for any materials that the City deems inappropriate for posting, which cannot be removed in an expeditious and otherwise timely manner.

These guidelines must be displayed to users or made available by hyperlink on all social media formats that allow the removal of user comments, posts, etc. (e.g., Twitter does not allow for the removal of tweets). Any content removed based on these guidelines must be retained, including the time, date and identity of the poster when available (see the City's Facebook and Video Posting standards), in accordance with the City's policy on the retention of such information.

The City reserves the right to restrict or remove any content that is deemed in violation of this policy or any applicable law.

The City will approach the use of social media tools as consistently as possible, enterprise wide.

All new social media tools proposed for City use will be approved by the City Administrator.

PROCEDURES

Administration of the City's Social Media Sites

The City Administrator's Office will maintain a list of social media tools which are approved for use by City departments and staff.

The City Administrator's Office will maintain a list of the City's social media sites, including login and password information. The department's director or designee will inform the City Administrator of any new social media sites or administrative changes to existing sites.

The City must be able to immediately edit or remove content from social media sites.

For each social media tool approved for use by the City the following documentation will be developed and adopted:

Operational and use guidelines

Standards and processes for managing accounts on social media sites

City and departmental branding standards

Enterprise-wide design standards

Standards for the administration of social media sites

Social Media Standards

The following social media tools have been approved by the City and standards have been developed for their use:

Twitter

Facebook

Video - Video Posting

The use of other sites must be approved by the City Administrator or designee.

City Employee Social Media Procedures—Use of City Social Media Pages and City Websites

City Employees representing the City via the City Websites, Social Media Pages, or Social Networking Activities must conduct themselves at all times as representatives of the City and in accordance with all Human Resources Policies, Administrative Directives, other City policies, including without limitation the following.

City Employees posting content must follow these guiding principles:

Maintain transparency by using your real name and job title, and by being clear about your role regarding the subject.

Write and post only about your area of expertise, and if such posting is related to the City and your assignments.

Keep postings factual and accurate.

Post meaningful, respectful entries that are on topic.

Pause and think before posting. If you are about to post something that makes you even slightly uncomfortable, do not post it. Understand that postings are widely accessible, not easily retractable, and will be around for a long time, so consider content carefully.

Ensure your posting does not violate the City's privacy, confidentiality, and applicable legal guidelines for external communication.

Ensure you have the legal right to publish all materials, including photos and articles pulled from other sites. Abide by all brand, trademark, copyright, fair use, disclosure of processes and methodologies, confidentiality, and financial disclosure laws. Even when using material from copyright-free sources, always include appropriate attributions.

Remember that your postings are ultimately your responsibility.

City Employees may not post inappropriate content on City Social Media Pages and City Websites when acting in official capacity. Such inappropriate content may include, but is not limited to:

That which directly or indirectly endorses any person or organization not directly associated with the City, unless otherwise approved by the City Administrator.

Commentary or personal opinions.

Photographs, music, video, graphics, or other content unless you have first obtained the written permission of the copyright holder or proof of being royalty-free.

Content in support of or opposition to political campaigns or ballot measures.

Content that promotes, fosters, or perpetuates discrimination on the basis of race, creed, color, age, religion, gender, marital status, status with regard to public assistance, national origin, physical or mental disability, or sexual orientation.

Information that may tend to compromise the safety or security of the public, public systems, or public services.

Content that violates a legal ownership interest of any other party.

Information related to legal matters, litigation, or any parties with whom the City may be in litigation.

Content that violates any applicable law or encourages the violation of any applicable law.

Personal attacks, insults, or threatening language.

Private or personal material published without consent.

Profane language or obscene content.

All City Employees must complete the Social Media and Networking Agreement Form.

City Employees may not post content to City Websites or Social Media Pages, or engage in Social Networking Activities related to the City during personal time, unless otherwise authorized by their Department Head. All posts must be made as part of the City Employees regular work schedule.

City Employee Social Media Procedures—Personal Use of Social Media Pages and Websites

City Employees using their personal Social Media Pages and other website on their personal time should conduct themselves in an appropriate manner and remember that at all times they are a representative of the City.

City Employees posting content must follow these guiding principles:

Pause and think before posting. If you are about to post something that makes you even slightly uncomfortable, do not post it. Understand that postings are widely accessible, not easily retractable, and will be around for a long time, so consider content carefully.

Ensure your posting does not violate the City's privacy, confidentiality, and applicable legal guidelines for external communication.

Ensure you have the legal right to publish all materials, including photos and articles pulled from other sites. Abide by all brand, trademark, copyright, fair use, disclosure of processes and methodologies, confidentiality, and financial disclosure laws. Even when using material from copyright-free sources, always include appropriate attributions.

Remember that your postings are ultimately your responsibility.

City Employees may not post inappropriate content on personal Social Media Pages and Websites during their free time. Such inappropriate content may include, but is not limited to:

Photographs, music, video, graphics, or other content unless you have first obtained the written permission of the copyright holder or proof of being royalty-free.

Information that may tend to compromise the safety or security of the public, public systems, or public services.

Content that violates a legal ownership interest of any other party.

Content that violates any applicable law or encourages the violation of any applicable law.

City Employee Discipline

The various Department Directors or their designees, as may be established from time to time, are responsible for the compliance with the provisions of this Policy by City Employees under such Department Director's control and for investigating non-compliance.

Suspension of a City Employee's Internet access may occur when deemed necessary to maintain the operation and integrity of the City's internal network or if a City Employee has violated this Policy.

Internet user account and password access may be withdrawn without notice if a City Employee violates this Policy.

Lack of adherence to this Policy may result in disciplinary action up to and including termination.

If a City Employee violates any applicable Laws, the City may pursue criminal or civil action against the City Employee.

For any website that appears to be operating as a City Website, without receiving the appropriate approvals from the City Administrator, or if the City Administrator determines the public may perceive that any unaffiliated website expresses official views of the City, the City will notify such website that it must conspicuously post the following notice:

This website is not affiliated with The City of Burlington or any of its subsidiary bodies. The views and opinions expressed in this website do not reflect the views or positions of The City of Burlington. The City of Burlington has not and cannot verify the veracity of the content of this website and is not responsible for any injury that results from the reliance on information presented on this website.

Should any such website refuse to comply, the City will send a cease and desist notice and pursue any other legal recourse in the City's interests.

Twitter

Purpose

Twitter is a micro-blogging tool that allows account holders to tweet up to 140 characters of information to followers. By procuring and maintaining Twitter accounts, City departments will communicate information directly to their Twitter followers, alerting them to news and directing them to the City's website for more information. These standards should be used in conjunction with the City's Social Media Use Policy, Standards and Procedures.

Content

The City Administrator or designee shall hold and maintain that department's Twitter account.

The City will have only one Twitter account, unless otherwise approved by the City Administrator. Account information, including usernames and passwords, shall be registered with the City Administrator.

Twitter accounts shall serve three primary purposes:

Disseminate immediate interesting or important information to residents of which a news item on the City's website is not necessary or possible.

Promote City-sponsored meetings, events, programs and facilities.

Refer followers to a news item or content hosted at the City's website and the department's Facebook page.

Information posted on Twitter shall conform to the existing protocols the City and the department that is posting the information. Tweets shall be relevant, timely and informative.

Twitter content, as much as possible, shall mirror information presented on the City's website and other existing information-dissemination mechanisms. The City Administrator or designee shall ensure that information is posted correctly the first time.

Departments will use proper grammar and standard AP style, and will avoid the use of jargon and abbreviations. Twitter is more casual than most other communication tools, but communications must still best represent the City at all times.

Where appropriate, the City Administrator or designee shall be responsive to those constituents who communicate via Twitter's @reply or direct message functions. Where appropriate, communication with followers will be timely and consistent with existing protocols.

Archive

The City Administrator or designee will maintain an electronic record or printout of any information necessary to retain for the purposes of public records retention in accordance with applicable City policy regarding retention of such information that is not available from the application.

Facebook

Purpose

Facebook is a social networking site that continues to grow in popularity and functionality. Businesses and government agencies have joined individuals in using Facebook to promote activities, programs, projects and events. This standard is designed for City departments looking to drive traffic to department websites and to inform more people about City activities. These standards should be used in conjunction with the Social Media Use policy and video posting policy. As Facebook changes, these standards may be updated as needed.

Format
For 'type' description, choose "government".

The main image shall be the Department logo or an appropriate photo. It may also be the City's logo and the City logo must be one of the profile pictures.

Departments will include a mission statement or appropriate text in the introduction box on the Wall Page.

Using the FBML static page application, a boilerplate section should contain a department/program description and the following:

"Thank you for reading this official Facebook page produced and managed by the City of Burlington. For more information about the City of Burlington, please visit www.burlington-wi.gov. The sole purpose of this page is to keep residents and visitors apprised of the City's current events and matters of public interest from the City.

Comments published on the City's page, including, but not limited to, comments on posts, shares, and photos may appear on the commenter's personal page; however, the commenter's comment will not appear on the City's official page, as the City has no obligation to publish comments of others for public view. The City does not endorse any comment made by members of the public on its official page, and in no way are these comments representative of the City, City officers or City employees. The City likewise disclaims responsibility for any comments made by members of the public on its official page and any commenter is solely and personally responsible for his or her comments.

If comments are turned on, the FBML page shall also include a Comment Policy Box with the following disclaimer:

"Comments posted to this page will be monitored and inappropriate content will be removed as soon as possible. Under the City of Burlington Social Media Use Policy, Standards and Procedures, the City reserves the right to remove inappropriate content, including, but not limited to, those items that have sexual content, threaten any person or organization, violate the legal ownership interest of another party, promote illegal activity and promote commercial services or products. The City does not endorse any comment made by members of the public on its official page, and in no way are these comments representative of the City, City officers or City employees. The City likewise disclaims responsibility for any comments made by members of the public on its official page and any commenter is solely and personally responsible for his or her comments."

A link to www.burlington-wi.gov will be included on the Info page.

Page Administrators
A successful page requires consistent attention. The City Administrator will designate one or more staff members as page administrators who will be responsible for monitoring the City's Facebook page. Only designated department staff members will make posts.

The City Administrator or designee will be responsible for ensuring content is not stale. The department will designate one or more back-up administrators.

Comments and Discussion Boards
Public comments to the Wall, posts, photos, videos, links, etc., will generally not be allowed, as the City has instituted a filter so as to prevent public comments from appearing on the City's official Facebook page. However, should that filter fail, public comments will be allowed, which will require the department to regularly monitor content in accordance with the guidelines set out within this Appendix (see "General"). If the department is unable to do so or for any other lawful reasons, the Facebook page or other forum may be completely disabled. Whenever possible, Discussion Boards shall be turned off unless approved by the City Administrator or designee.

Photos and Video
Page administrators may add photos and videos to the City's Facebook page. The approval of the City Administrator will not be required. If there are postings of photos and/or videos of the public, staff must secure waivers by individuals depicted in the photo and/or video. Photos and/or videos of the City's employees taken during regular office hours may be posted without obtaining waivers. Videos must follow the Video Posting Standard.

Whenever possible, the ability for fans to post photos, videos and links shall be turned off unless approved by the City Administrator or designee.

Style
The City's Facebook page will be based upon a template that includes consistent City branding.

Page Administrators will use proper grammar and standard AP style, and will avoid the use of jargon and abbreviations. Facebook is more casual than most other communication tools, but communications must still best represent the City at all times.

Applications
There are thousands of Facebook applications. Common applications can allow users to stream video and music, post photos, and view and subscribe to RSS feeds. While some may be useful to the page's mission, they can cause clutter and security risks.

An application must not be used unless it serves an appropriate and a valid business purpose, adds to the user experience, comes from a trusted source, and is approved by the City Administrator.

An application may be removed at any time if the City determines that it is causing a security breach or spreading viruses.

Archive
The City Clerk or designee will maintain an electronic record or printout of any information necessary to retain for the purposes of public records retention in accordance with applicable City policy regarding retention of such information that is not available from the application.

Indemnity
Most online sites require users to agree to terms of service that include such provisions as:

Indemnification and Defense. When a public agency creates an account on a social media site, it typically must agree not to sue the site, nor allow the site to be included in suits against the agency. Many sites also require the account owner to pay the site's legal costs arising from such suits.

Applicable Law and Venue. Most terms of service also assert that a certain state's laws apply to the terms of use and that the state's courts will adjudicate disputes.

The terms of service represent a binding contract; public agencies should assure that they have taken the steps necessary to bind the agency to such an agreement. No employee may execute terms of service or an agreement without authorization from the City Administrator.

Some companies are willing to negotiate on the substantive provisions in the terms of use, but they may be hesitant to negotiate separate agreements with dozens of different agencies. For example, the FAQ on the "Facebook and Government" page indicates that "at this time Facebook does not have any special legal agreements for state and local governments".

Video Posting

Purpose
The City will enable access to online video content, as this is the way many residents communicate and obtain information online. Key objectives for video content shall meet one or more of the follow goals: to further the department's mission, provide information about City services, showcase City and community events and explore City issues. The City encourages the use of video content to further the goals of the City and the missions of its departments, where appropriate. These standards should be used in conjunction with the City's Social Media Use Policy, Standards and Procedures.

Video Posting Guidelines
The City Administrator or designee will be responsible for approving the video content.

Video quality must be comparable to DVD resolution quality.

Low quality video will be considered as long as the audio portion is clear and the content is compelling and informative.

The department must secure a disclaimer from the author or owner or the right to use all of or part of a video if the video was not produced by the department or any other City department. Likewise, the department must secure a waiver from any individuals who are not City employees appearing in the video.

Videos streamed from other sources may not be posted to the City's website. Links to external videos are permitted, but it must only be used when content is relevant and necessary approvals are received.

Submitting Videos to Hosting Sites
Videos may be submitted to hosting sites such as YouTube and Vimeo as well as Facebook on a case-by-case basis under the direction of the City Administrator or designee.

Most of these sites limit the video to the lesser of 10 minutes in length or less than 1 GB of data storage.

Comments posted to these sites must be monitored or the ability to post a comment shall be turned off. Comments must adhere to the guidelines stated in the Social Media Use Policy.

Archive
Any video posted to a third party's video site must also be posted the department's website for purposes of records retention.

Social Media and Networking Acknowledgment

I acknowledge I have received the **Social Media Use Policy, Standards and Procedures** (the "Policy"). I agree to use City Websites, City-approved Social Media Pages, and engage in Social Networking Activities for City business only as appropriate and in compliance with this Policy. I understand that I must have approval from my Department Director and the City Administrator to use City Websites, Social Media Pages, or engage in Social Networking on behalf of the City. I also understand that I am responsible for all postings made by me on City Websites, Social Media Pages, or in Social Networking Activities including those made in the comments sections. I further understand that this Policy also applies to City-related postings made by me via personal (non-City) websites, Social Media Pages, and Social Networking Activities, and I agree to adhere to the guidelines in this Policy when so doing.

I acknowledge that all content on City Websites, City-approved Social Media Pages or in Social Networking Activities are considered to be City property and will be monitored by officials of the City. I understand that employees do not have personal or privacy rights in the use of City Websites, Social Media Pages, and in Social Networking Activities, and the postings, data, access to or distribution of such materials is subject to all applicable laws. I authorize my image, likeness, voice, and work product to be published, used and disclosed by the City on City Websites, City-approved Social Media Pages or in Social Networking Activities and I waive any rights I may have to royalties

and compensation, and I understand the City retains sole right and discretion as to use and ownership of the information published, used and disclosed on City Websites, City-approved Social Media Pages or in Social Networking Activities to the extent permitted by law.

I agree to abide by all security procedures as set forth by IT, before accessing or posting publishing content on City Websites, City-approved Social Media Pages, or via Social Networking Activities. I acknowledge that any violation of the rules and guidelines set forth in this Policy or in any current or future modified Human Resources Policy and Procedure, can be grounds for disciplinary action, up to and including termination of my employment.

Burlington High School Athletic & Activities Handbook 2019-2020

"A Community of Learners" 400 McCanna Parkway Burlington, WI 53105
262-763-0200 5-31-2019

Non-Discrimination Statement

The Burlington Area School District, in accordance with Title IX of the Educational Amendments of 1972 and other Federal and State regulations, hereby declares that it is committed to the principle of equal education and employment opportunity and, accordingly, does not discriminate as to sex, race, color, religion, national origin, ancestry, creed, pregnancy, marital or parental status, sexual orientation, or physical, mental, emotional, or learning disability. Any inquiries or complaints alleging non-compliance with Title IX of the Educational Amendments of 1972 or other Federal and State civil rights or nondiscrimination regulations shall be referred to the Title IX Coordinator of the Burlington Area School District.

INSURANCE (PG 20)

All students are required to be covered by family health insurance in cases of accident or injury. Burlington School District also carries supplemental insurance on each student. The supplemental insurance covers 80% of the cost NOT COVERED BY THE FAMILY HEALTH INSURANCE.

For example, if the cost of medical services as a result of an injury is $5,000, and the family health insurance which is the primary carrier covers 80 % or $4,000 of the total cost, the supplemental insurance, which is the secondary carrier, will cover 80% of the REMAINING $1,000 or $800.

Parents are required to furnish proof of insurance to the Activities Director prior to their child(ren) participating in any way in any sport/activity.

City of Burlington Fire Department BHS1 Program

Student Name:_____

Subject: Department/Ambulance Orientation
Location: City of Burlington Fire Department
Date:_____
Facilitator: CBFD on Duty Personnel

****All skills need to be initialed before leaving**

	SKILL	Initial		SKILL	Initial		SKILL	Initial	
1	Where to Park		3	turn on monitor		4	knows how to do a 2 person side:side lift of pt. from floor		
	Where to sit in Ambulance			switch from monitor to defib			can log roll onto a bath sheet		
	Understand need to follow traffic laws			take a blood pressure			can lay patient flat to boost up on cot		
	Know what to do during call			place and read the pulse oximeter			can load cot appropriately		
	know what to do when call is over			know the location of the large defibrillator pads			changes battery on cot		
				know where the analyze and shock buttons are located			makes up cot appropriately		
2	turn on radio			put away defib parts correctly			knows location of long board, scoop and splints		
	find approprite channel								
	know call sign					5	knows location of seatbelts in truck		
	click to capture repetor						knows location of ER1, ER2 and supply room location		
	contact others via radio						knows location of the student 1/4 sheets to fill out on each call		

COMMITTEE OF THE WHOLE **ITEM NUMBER 7A**

DATE: February 4, 2020

SUBJECT: **MOTION 20-955** - To approve a donated LUCAS Chest Compression System from Aurora Health Care Southern Lakes, Inc., dba Aurora Medical Center of Burlington.

SUBMITTED BY: Alan Babe, Fire Chief

BACKGROUND/HISTORY:

The City of Burlington works closely with Aurora Hospital and was awarded a LUCAS 3, v3.1 Chest Compression System. With the City assuming the role of EMS provider for the City and Town of Burlington, the LUCAS device is a very important part of the lifesaving process. The purpose of the LUCAS device is that of a mechanical chest compression system that helps emergency care teams around the world save lives. The LUCAS device helps to ensure that consistent compressions are constantly being administered; helping to reduce the risk of injury to caregivers and freeing them up to perform other lifesaving interventions.

Benefits of the LUCAS 3, v3.1 include:

- Consistent compression rates without sacrificing compression depth
- 60%+ Increased blood flow to the brain vs. manual cardiopulmonary resuscitation (CPR)
- Safe and effective chest compressions during ambulance transport
- Seven second median interruption when transitioning from manual to LUCAS compressions
- Reduced risk of back injuries to EMS personnel

Representatives from Aurora Health Care Southern Lakes, Inc. are here this evening to present this donation to the City.

BUDGET/FISCAL IMPACT:

Acceptance of this donation will mean the City does not have to purchase an initial device in the near future. The device has an estimated value of $12,200.

RECOMMENDATION:

Staff recommends approval of the Lucas Chest Compression System from Aurora Health Care Southern Lakes, Inc., dba Aurora Medical Center of Burlington.

TIMING/IMPLEMENTATION:

This item is for discussion at the February 4, 2020 Committee of the Whole meeting, and is scheduled for final consideration at the February 4, 2020 Common Council meeting.

Attachments

Aurora Donation Letter

LUCAS Device

January 24, 2020

Chief Alan Babe
Burlington Fire Department
165 W. Washington Street
Burlington, WI 53105

Re: Donation of LUCAS 3 Mechanical CPR Device

Dear Chief Babe,

Aurora Health Care Southern Lakes, Inc. doing business as Aurora Medical Center Burlington ("Aurora") is pleased to donate a LUCAS 3 mechanical CPR device to the City of Burlington, a municipal corporation organized under the laws of the State of Wisconsin, ("Recipient") which will be used by the City of Burlington's Fire Department exclusively for public purposes. Aurora will donate one (1) LUCAS 3 mechanical CPR device (type number 100921-00, serial number 3517 2054) (the "Donation"), AS-IS and WHERE-IS WITH ALL FAULTS AND WITHOUT WARRANTY, to Recipient and the Donation is to be used by the City of Burlington's Fire Department exclusively for public purposes. The Donation will be considered an in-kind donation with a value of $12,200. It is Aurora's intent that this Donation be considered a charitable donation and deductible from federal, state, and income taxes to the fullest extent allowable by law. Please direct communication confirming receipt of the donation to Advocate Aurora Health, Attn: Chief Legal Officer, 750 W. Virginia Street, Milwaukee, WI 53204.

Very truly yours,

AURORA HEALTH CARE SOUTHERN LAKES, INC.
D/B/A AURORA MEDICAL CENTER BURLINGTON

By_____
Robert Miller
President, Aurora Medical Center Burlington

ACKNOWLEDGED

City of Burlington
City of Burlington acknowledges and agrees that it is a municipal corporation organized under the laws of the State of Wisconsin and is pleased to accept a donation of one (1) LUCAS 3 mechanical CPR device (type number 100921-00, serial number 3517 2054), AS-IS and WHERE-IS WITH ALL FAULTS AND WITHOUT WARRANTY, from Aurora Health Care Southern Lakes, Inc. This donation was not in exchange for any goods or services.

By_____
Name_____
Title_____
Date_____

stryker

LUCAS® 3, v3.1
Chest Compression System

By the numbers

16,830

Guidelines-consistent compressions administered during a successful 2 hour 45 minute resuscitation[1]

30,000

devices deployed globally[2]

102-111-120

LUCAS delivers Guidelines-consistent rates, configurable* to 102-111-120 per minute, without sacrificing compression depth

7 seconds

median interruption when transitioning from manual to LUCAS compressions during routine BLS/ALS use[3]

30-40%

of patients who achieve ROSC will re-arrest prior to hospital arrival[4,5]

60%

CPR causes back pain in more than 60% of ambulance officers[6]

6.5X

unrestrained occupants are 6.5 times more likely to be severely injured and 3.8 times more likely to be killed[7] in the 4,500 annual ambulance accidents[8]

+60%

increased blood flow to the brain vs. manual CPR[9]

21%

increase of mean average $EtCO_2$ compared to manual CPR[10]

>99%

of survivors had good neurological outcomes in large randomized LINC trial[11]

> "With LUCAS we know that if we do everything right the patient can survive."
>
> — Steve Hagstrom
> Paramedic and Clinical Educator | Allina Health EMS[12]

*With LUCAS 3, v3.1

1. Case study Regions Hospital St. Paul, GDR 3318844_A.
2. Based on internal data as of January 2019
3. Levy M, Yost D, Walker R, et al. A quality improvement initiative to optimize use of a mechanical chest compression device within a high performance CPR approach to out-of-hospital cardiac arrest. *Resuscitation*. 2015;92:32-37.
4. Salcido DD, Stephenson AM, Condle JP et al., Incidence of rearrest of spontaneous circulation in out-of-hospital cardiac arrest. *Prehosp Emerg Care*. 2010;14(4):413-8.
5. Lerner EB, O'Connell M, Pirrallo RG. Rearrest after prehospital resuscitation. *Prehosp Emerg Care*. 2011;15(1):50-4.
6. Jones A, Lee R. Cardiopulmonary resuscitation and back injury in ambulance officers. International Archives of Occupational and Environmental Health. 2005 May; 78 (4); 332-336.
7. Becker L, Zaloshnja E, Levick N, et al. Relative risk of injury and death in ambulances and other emergency vehicles. Accident analysis and prevention 2003; 35(6): 941-948.
8. NHTSA's Fatality Analysis Reporting System (FARS) 1992-2010 Final and 2011 Annual Report File (ARF) and National Automotive Sampling System (NASS) General Estimates System (GES), 1992-2011. http://www.ems.gov/pdf/GrundAmbulanceCrashesPresentation.pdf
9. Carmona Jimenez F, Padro P, Garcia A, et al., Cerebral flow improvement during CPR with LUCAS, measured by Doppler. *Resuscitation*. 2011; 82S1:30,AP090. [This study is also published in a longer version, in Spanish language with English abstract, in *Emergencias*. 2012;24:47-49]
10. Axelsson C, Karlsson T, Axelsson A, et al. Mechanical active compression-decompression cardiopulmonary resuscitation (ACDCPR) versus manual CPR according to pressure of end tidal carbon dioxide (PETCO2) during CPOR in out-of-hospital cardiac arrest 9OHCA). *Resuscitation*. 2009;80(10):1099-1103.
11. Rubertsson S, Lindgren E, Smekal, D et al. Mechanical chest compressions and simultaneous defibrillation vs conventional cardiopulmonary resuscitation in out-of-hospital cardiac arrest. The LINC randomized trial. *JAMA*. 2013;311(1):53-61.
12. Case study Allina Health EMS, GDR 3302700_B.

For further information, please contact Stryker at 800 442 1142 (U.S.), 800 668 8323 (Canada) or visit our website at strykeremergencycare.com

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The LUCAS 3 device is for use as an adjunct to manual CPR when effective manual CPR is not possible (e.g., transport, extended CPR, fatigue, insufficient personnel).

Manufactured by:

Jolife AB
Scheelevägen 17
Ideon Science Park
SE-223 70
LUND, Sweden
Toll free 800 442 1142
strykeremergencycare.com

Distributed in Canada by:

Stryker Canada
2 Medicorum Place
Waterdown, Ontario
L8B 1W2
Canada
Toll free 800 668 8323

stryker

Manual CPR
has hidden costs

The American Heart Association states[6]:

Poor-quality CPR is a preventable harm

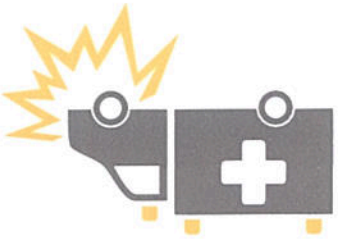
Poor perfusion

Manual CPR provides only 30-40% of normal blood flow to the brain even when delivered according to guidelines.[1]

30-40%

Transit injuries and deaths

Unrestrained occupants are 6.5 times more likely to be severely injured and 3.8 times more likely to be killed[2] in the 4,500 ambulances accidents each year.[3]



6.5X

Provider pain and injury

CPR causes back pain in 60% of EMS personnel.[4]

60%

Cost of injury

$69,594: cost of a typical strain injury ($33,140 direct and $36,454 indirect costs).[5]

$69K

The LUCAS chest compression system helps emergency care teams around the world do what they do best — save lives. From the field to the cath lab, LUCAS helps ensure Guidelines-consistent compressions are constantly being administered — helping reduce the risk of injury to caregivers and freeing them up to perform other lifesaving interventions.

1. Meaney P, Bobrow B, Mancini M, et al. CPR Quality: Improving cardiac resuscitation outcomes both inside and outside the hospital. A consensus statement from the American Heart Association. *Circulation*. 2013;128(4):417-435
2. Becker L, Zaloshnja E, Levick N, et al. Relative risk of injury and death in ambulances and other emergency vehicles. *Accident analysis and prevention* 2003; 35(6): 941-948.
3. NHTSA's Fatality Analysis Reporting System (FARS) 1992-2010 Final and 2011 Annual Report File (ARF) and National Automotive Sampling System (NASS) General Estimates System (GES), 1992-2011. http://www.ems.gov/pdf/GrundAmbulanceCrashesPresentation.pdf
4. Jones A, Lee R. Cardiopulmonary resuscitation and back injury in ambulance officers. *International Archives of Occupational and Environmental Health*. 2005 May; 78 (4); 332-336.
5. https://www.osha.gov/dcsp/smallbusiness/safetypays/estimator.html. As of August 1, 2018 with a 3% profit margin for strain.
6. Resuscitation Education Series: Educational Strategies to Improve Outcomes From Cardiac Arrest: A Scientific Statement From the American Heart Association. *Circulation*. 2018: 138:e82-e122.

The LUCAS 3 device is for use as an adjunct to manual CPR when effective manual CPR is not possible (e.g., transport, extended CPR, fatigue, insufficient personnel).

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PHYSIO CONTROL

LUCAS® Chest Compression System

Safe and effective chest compressions during ambulance transport

Some patients will require ongoing chest compressions during transportation in an ambulance. As many as 30-40% of patients who have achieved return of spontaneous circulation on the scene will re-arrest prior to hospital arrival, some during the transport.[1,2] However, it is well known that it's nearly impossible to provide effective CPR with minimal interruptions in a moving ambulance. In addition, performing manual chest compressions during ambulance transport puts the rescuer's safety at risk.

"Restrained ambulance occupants involved in a crash had 3.77 times lower risk of fatality and 6.49 times lower risk of incapacitating injury than unrestrained occupants."[3]

Becker R. et al. *Accident Analysis & Prevention*. 2003:35:941-948.

The LUCAS chest compression system allows rescuers to remain seated and safely belted in the ambulance while the device performs effective, guidelines-consistent chest compressions with minimal interruptions. This helps ensure chest compressions that are both safe for the patient and for the rescuers during ambulance transport.

"Some patients may need to be transported in cardiac arrest if hospital treatment is necessary to treat the cause of the cardiac arrest. Examples include patients in refractory ventricular fibrillation that may benefit from percutaneous coronary intervention and cardiac arrest secondary to hypothermia. In these patients, the use of mechanical chest compression devices seems reasonable."[4]

Couper K, et al. *Curr Opin Crit Care*. 2015:21:188-194.

"Our consensus is that mechanical CPR is a safer alternative to manual CPR in the ambulance."

"Mechanical devices can constitute a useful alternative to manual CPR, in terms of safety for the ambulance crew."[5]

Ong M, et al. *Prehosp Emerg Care*. 2013:17:491-500.

"The two patients admitted to hospital with on-going LUCAS CPR and who were treated with cardiopulmonary support were resuscitated during a particularly long time; regardless of this, both patients were alive after 30 days with minimal neurological sequelae. We believe that it is unlikely that these patients would have survived if transported and treated with manual CPR only."

Tranberg T, et al. *Scand J Trauma Resusc Emerg Med*. 2015;23:37

Manual CPR Simulation During Crash Test

The LUCAS device confirmed as safe in 10g and 16g crash tests

In crash tests performed by an independent company the LUCAS device was found to be safe for rescuers and patients during both 10g and 16g deceleration tests.

- The crash test was performed with the LUCAS 2 chest compression system at Klippan Safety, an independent company performing crash tests. Klippan Safety also performs truck safety tests for major truck manufacturers.
- A 74 kg (163 lb) crash test manikin (type hybride 2) was used. This is the same type of manikin used to test car safety belts.
- The manikin was secured to a stretcher using standard ambulance transportation practices. The stretcher was then fixed to the crash test sled.
- The LUCAS device was applied on the manikin with the Stabilization Strap attached, and tested with and without hands strapped to the device using the Patient Straps. (There was no difference in results.)
- Deceleration forces of 10g (in accordance with European Ambulance Standard EN 1789) and up to 16g were tested. The LUCAS device was found safe. The LUCAS device was confirmed as safe for both rescuers and patients.

The LUCAS upper part may be secured using additional straps applied from the device support legs to the transportation stretcher side rails. This combination has been shown to meet the required 20 G static test performance criteria according to AS/NZS 4535:1999.

LUCAS® Chest Compression System: Operational Benefits

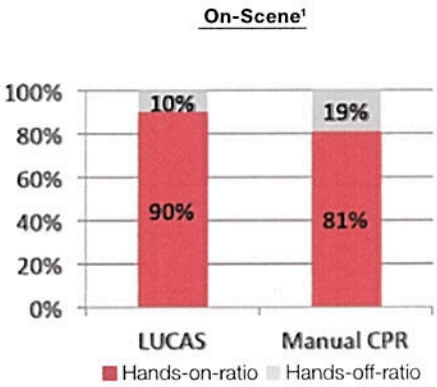
LUCAS chest compression system: Consistent, high-quality chest compressions during patient movement and transportation.

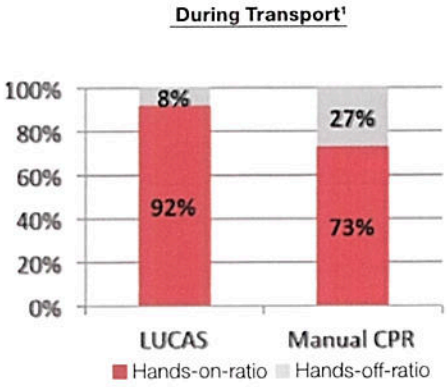
Whether it's up or down stairs, to and from the ambulance or during transport to the hospital, some cardiac arrest patients will need to be moved during ongoing CPR. However, it's well-known that it is almost impossible to provide effective CPR without interruption during transportation.

The LUCAS device makes it possible to improve chest compression quality and provide effective, consistent compressions with minimal interruption during patient movement and transportation.

As long as the LUCAS device and the patient are safely positioned on the transportation device (backboard, carry sheet, scoop stretcher, etc.) and the device stays in the correct position and angle on the patient's chest, it can stay active and continue to provide high-quality compressions while a patient is moved. When carrying a patient down stairs, extra fixation or straps from the LUCAS device to the transportation device may be required. The position of the suction cup should be checked frequently. Users should always remember to attach the LUCAS stabilization strap and pause and readjust the suction cup as necessary.

The LUCAS device improves CPR quality and increases chest compression fraction time—on-scene, during transport and throughout the entire resuscitation.

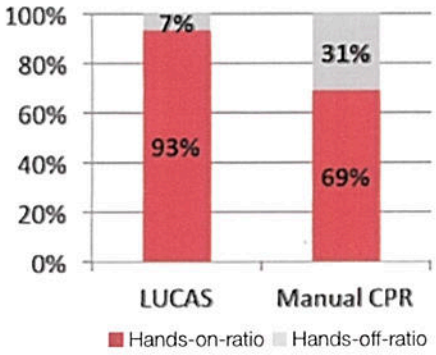




"Patients treated with mechanical chest compressions received **higher quality CPR** than those treated with manual chest compressions. Hands-off ratios were significantly lower both before and during transport..."

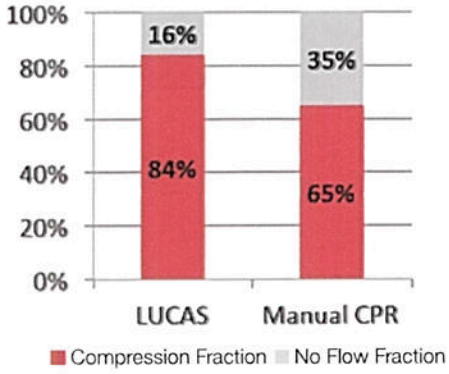
Entire Resuscitation

93% hands-on ratio with LUCAS device compared to 69% with manual chest compressions[2]



Before and After LUCAS Application

Study evaluating performance and quality of both manual CPR and LUCAS CPR in the same patients[3]



"Mechanical chest compressions provided by the LUCAS device improve CPR quality by significantly reducing the NFF (no flow fraction) and by improving the quality of chest compression compared to manual CPR during OHCA resuscitation."[3]

"The low NFF with the LUCAS device may also have been achieved owing to fewer interruptions while loading the patient into the ambulance and during transport with ongoing resuscitation."[3]

For adequate tissue oxygenation, it is essential that healthcare providers minimize interruptions in chest compressions and therefore maximize the amount of time chest compressions generate blood flow.

Chest compression fraction (CCF) is the proportion of time that chest compressions are performed during a cardiac arrest. The duration of arrest is defined as the time cardiac arrest is first identified until time of first return of sustained circulation. To maximize perfusion the 2010 AHA and ERC Guidelines recommend minimizing pauses in chest compressions.[4,5] Expert consensus is that a CCF of 80% is achievable in a variety of settings. Data on out-of-hospital cardiac arrest indicate that lower CCF is associated with decreased ROSC and survival to hospital discharge.[6]

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2. Maule Y. "Mechanical CPR; Better, but more importantly, more CPR" (translated from French: Assistance cardiaque externe; Masser mieux, mais surtout, masser plus"). *Urgence Pratique*. 2011;106:47-48.
3. Tranberg T, Lassen J, Kaltoft A, et al. Quality of cardiopulmonary resuscitation in out-of-hospital cardiac arrest before and after introduction of a mechanical chest compression device, LUCAS 2; a prospective, observational study. *Scandinavial Journal of Trauma, Resus and Emerg Med*. 2015; 23:37.
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5. Nolan J, Soar J, Ziderman D, et al. European Resuscitation Council Guidelines. Section 1. Executive Summary. *Resuscitation*. 2010:81:1220.
6. Meaney P, Bobrow B, Mancini M, et al. Cardiopulmonary resuscitation quality: improving cardiac resuscitation outcomes both inside and outside the hospital: a consensus statement from the American Heart Association. *Circulation*. 2013 Jul 23;128(4):417-35.

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PHYSIO CONTROL

Physio-Control Headquarters
11811 Willows Road NE
Redmond, WA 98052
www.physio-control.com

Customer Support
P. O. Box 97006
Redmond, WA 98073
Toll Free 800 442 1142
Fax 800 426 8049

Physio-Control Operations Netherlands B.V.
HQ Europe, Middle East & Africa
UP Office Building
Piet Heinkade 55,
1019 GM Amsterdam NL
Tel +31 (0)20 7070560
Fax +31 (0)20 3391194
www.physio-control.com

Physio-Control UK Sales Ltd
Concorde House
Trinity Park, Solihull
Birmingham
B37 7UQ
United Kingdom
Tel +44 (0)808 258 0094
Fax +44 (0)808 189 0337

Physio-Control Australia Pty Ltd
Suite 4.01
15 Orion Road
Lane Cove
NSW 2066
Australia
Toll Free Tel 1800 987 982
Toll Free Fax 1800 890 892

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