



AGENDA
COMMITTEE OF THE WHOLE

Tuesday, March 3, 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 February 19, 2020 Committee of the Whole Meeting Minutes.
4. **RESOLUTIONS:**
 - A. **Resolution 4997(50)** - To Authorize the Sale of Approximately \$940,000 General Obligation Promissory Notes, Series 2020A.
 - B. **Resolution 4998(51)** - To approve the Memorandum of Understanding (MOU) of a Joint Grant Application between the Rochester Volunteer Fire Company (RVFC) and the City of Burlington Fire Department (COBFD) to the Federal Emergency Management Agency (FEMA) regarding the Joint Assistance to Firefighters Grant for VHF portable radios.
 - C. **Resolution 4999(52)** - To approve a Revolving Loan Fund (RLF) Grant in the amount of \$15,000 and Loan in the amount of \$100,000 to the Low Daily Brewery for a total not-to-exceed amount of \$115,000.
 - D. **Resolution 5000(53)** - To approve a Revolving Loan Fund (RLF) grant request for a total not-to-exceed amount of \$13,319.50 to The Loop Properties, LLC for property located at 488 Milwaukee Avenue.

- E. **Resolution 5001(54)** - To approve a Revolving Loan Fund (RLF) Grant in the amount of \$10,000 to Clinical Psychology Associates, LLC for property located at 197 W. Chestnut Street.
- F. **Resolution 5002(55)** - To amend the Cash Deposit Schedule for the City of Burlington regarding municipal court.
- 5. **ORDINANCES:**
 - A. **Ordinance 5002(55)** - To repeal and recreate Section 6-1 "Board of Public Works" of the Municipal Code of the City of Burlington to "Statutory Public Works Officer".
- 6. **MOTIONS:**
 - A. **Motion 20-955** - To consider approving a Certificate of Appropriateness for property located at 700 N. Pine Street.
 - B. **Motion 20-956** - To approve an Airport Hangar Lease with Dale Severs and Karen Riccio for property located at Hanger 816 Hotel Taxiway, Burlington Municipal Airport, Burlington, Wisconsin.
 - C. **Motion 20-957** - To approve an Airport Hangar Lease with Mark T. Van de Bogert and Jeanette L. Van de Bogert Revocable Trust for property located at 1396 Mike Taxiway, Burlington Municipal Airport, Burlington, Wisconsin.
 - D. **Motion 20-958** - To consider approving the 2020 Fireworks Agreement for July 4, 2020 with Five Star Fireworks Co.
- 7. **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: March 3, 2020

SUBJECT: MEETING MINUTES - To approve the February 19, 2020 Committee of the Whole Meeting Minutes.

SUBMITTED BY: Diahnn Halbach, City Clerk

BACKGROUND/HISTORY:

The attached minutes are from the February 19, 2020 Committee of the Whole meeting.

BUDGET/FISCAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval of the attached minutes from the February 19, 2020 Committee of the Whole meeting.

TIMING/IMPLEMENTATION:

This item is scheduled for final consideration at the March 3, 2020 Common Council meeting.

Attachments

COW Minutes



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

CITY OF BURLINGTON
Committee of the Whole Minutes
Jeannie Hefty, Mayor
Diahnn Halbach, City Clerk
Wednesday, February 19, 2020

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

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

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, Public Works Director Peter Riggs, and City Intern Nicholas Faust.

2. **Citizen Comments** - NONE

3. **Approval of Minutes** - To approve the February 4, 2020 Committee of the Whole Meeting Minutes. Motion: Alderman Grandi. Second: Alderman Heft. With all in favor, the motion carried.

4. **PRESENTATION** - A presentation regarding the 2020 Census by M.T. Boyle, Senior Manager of Special Projects with Racine County.

M.T. Boyle, Chairperson for the Racine County "Together We Count" 2020 Census, explained what the census is and provided information as to the importance of participating in the 2020 Census. Boyle also reviewed the timeline as to when the census would be available and encouraged council and staff to get the message out to the residents of the City of Burlington.

5. **DISCUSSION:** A discussion regarding the findings of the Parks Facilities Needs Analysis concerning its recommendations regarding the public site fee and a possible park facility impact fee.

City Intern, Nick Faust, presented a PowerPoint and explained the purpose of the public site fee and impact fees. Faust stated that the current park fee of \$500 has not been changed since 1982 and suggested it be increased to \$680. Faust then suggested an impact fee be implemented to account for new capital facility costs incurred to accommodate the needs of land development, such as developing a new park facility; however, before an impact fee can be enacted, per State Statute, a municipality must first conduct a Public Facilities Needs Assessment based on the most recent data from the Department of Administration's projections, issued in 2015. Faust then reviewed the analysis findings and stated that both the Park Board and City Staff recommend that a park facility impact fee be established at \$975 per unit and increase the public site fee to \$680 for a total of \$1,155 per unit. Faust said based on future projections of 242 units by 2030, the City would collect \$400,510 for

development related park costs.

Alderman Schultz questioned the impact on the analysis if the population growth would be greater than projected and also questioned the total cost of an assumed affordable home being \$156,913 and wanted to know where that number came from. Faust responded that projections could definitely change and numbers would need to be updated. Faust explained that the affordable home value was determined using 30% of the current median household adjusted gross income and a 5% down payment. Faust further stated that the numbers are estimates based on DOA data. Schultz stated he didn't feel this analysis ultimately captures the reality of the market. Faust agreed that the numbers may not be reflective, however the numbers were used to demonstrate how the additional fees would impact the homebuyer.

Alderman Preusker commented that he appreciates the timing of the discussion as it relates discussions of the housing study and future development.

Alderman Grandi stated that an impact and public site fee of \$1,155 would keep us competitive with other municipalities and that something needs to be done.

Bradley Lois, Bear Realty, commented on the study and stated that additional fees and fee increases are a concern for realtors and that building expenses are already at an all-time high. Lois was concerned that additional fees could halt development and that developers would choose other locations to build because of the fees.

6. **RESOLUTIONS:**

- A. **Resolution 4996(49)** - To approve the Award of Bid for the Well #7 Generator Project to Hogan Electric for the not to exceed amount of \$176,000.

Director Riggs introduced the resolution and stated that auxiliary power is necessary in public water systems to ensure that pumping, treatment, distribution, and pressurization of the water system can still be achieved regardless of disruption in the power distribution network and that state code requires all municipal pumping stations, pump houses, and water treatment plants have a standby auxiliary power source, unless it's determined that there is sufficient pumping capacity with existing auxiliary power located at other water system facilities. Riggs stated that Well #7 and Origen Tower, Well #8, and Well #9 does not have auxiliary power and it is the goal of the utility to add auxiliary power to each of these facilities. Riggs further stated that three bids were received for Well #7 and were significantly under budget. It was determined that Hogan's bid was satisfactory and has been recommended for approval.

7. **ORDINANCES:** NONE

8. **MOTIONS:** NONE

9. **ADJOURNMENT**

Motion: Alderman Heft. Second: Alderman Preusker. With all in favor, the motion carried and the meeting adjourned at 7:31 p.m.

Minutes respectfully submitted by:

Diahnn C. Halbach
City Clerk
City of Burlington



COMMITTEE OF THE WHOLE

ITEM NUMBER 4A

DATE: March 3, 2020

SUBJECT: RESOLUTION 4997(50) - To Authorize the Sale of Approximately \$940,000 General Obligation Promissory Notes, Series 2020A.

SUBMITTED BY: Steven DeQuaker, Finance Director

BACKGROUND/HISTORY:

This resolution authorizes Ehlers, Inc. to go to the market for General Obligation (GO) Promissory Notes for the 2020 Street & Sidewalk Program, along with the Engineering for the 2021 Maryland Street Project. Please also see the Pre-Sale report attached.

The current project breakdown is as follows

- 2020 Mill & Overlay Task Order – \$96,730 (\$26,000 is water)
- 2020 Estimated Construction Costs - \$598,185 (\$98,270 is water)
- Maryland Street Task order paid in 2020 - \$129,192 (water & sewer costs paid from line item budget in 2020)
- Siren Repair - \$60,000 (Streets)
- Closing Costs including debt service reserve \$55,893

This was planned for in the 2020 budget under the Capital Improvement Program. Actual closing costs may be less, depending on the actual sale of the Notes.

A Promissory note has some advantages over bonds:

1. Overall size of the issue and its attraction in the open market as a 10-year Note vs. 20-Yr Bond.
2. The City has greater flexibility with Notes vs. Bonds under State Statutes in terms of using them for any public purpose if there are remaining proceeds. Bonds are more restrictive in their use, in that bond proceeds are segregated by type (water, sewer etc...), and can only be used for those specific purposes.
3. The Financial Management Plan had this borrowing as a Promissory Note.

Greg Johnson from Ehlers, Inc. is here if there are any specific questions on this issue or the Pre-Sale report.

BUDGET/FISCAL IMPACT:

A Debt Service interest payment could possibly begin in the fall of 2020, or the spring of 2021. The General Fund debt service Note itself will be offset with water contributions to the payment. Projects will begin in the Spring of 2020.

RECOMMENDATION:

Staff recommends approval of this resolution.

TIMING/IMPLEMENTATION:

This item is for discussion at the March 3, 2020 Committee of the Whole meeting, and due to the timeliness of this item, is scheduled for final consideration the same evening Common Council meeting.

Attachments

Res 4997(50) GO Notes 2020A Series
Q&B Letter

**RESOLUTION PROVIDING FOR THE SALE OF APPROXIMATELY
\$940,000 GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2020A**

WHEREAS the City of Burlington, Racine and Walworth Counties, Wisconsin (the "City") is presently in need of approximately \$940,000 for public purposes, including paying the cost of street improvement projects, water system improvements and the repair of a siren; and

WHEREAS it is desirable to borrow said funds through the issuance of general obligation promissory notes pursuant to Section 67.12(12), Wisconsin Statutes;

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City that:

Section 1. The Notes. The City shall issue its General Obligation Promissory Notes, Series 2020A in the approximate amount of \$940,000 (the "Notes") for the purposes above specified.

Section 2. Sale of Notes. The Common Council hereby authorizes and directs that the Notes be offered for public sale. At a subsequent meeting, the Common Council shall consider such bids for the Notes as may have been received and take action thereon.

Section 3. Notice of Note Sale. The City Clerk (in consultation with Ehlers & Associates, Inc. ("Ehlers")) be and hereby is directed to cause notice of the sale of the Notes to be disseminated in such manner and at such times as the City Clerk may determine and to cause copies of a complete Notice of Sale and other pertinent data to be forwarded to interested bidders as the City Clerk may determine.

Section 4. Official Statement. The City Clerk shall cause an Official Statement concerning this issue to be prepared by Ehlers. The appropriate City officials shall determine when the Official Statement is final for purposes of Securities and Exchange Commission Rule 15c2-12 and shall certify said Official Statement, such certification to constitute full authorization of such Official Statement under this resolution.

Adopted, approved and recorded March 3, 2020.

Jeannie Hefty, Mayor

ATTEST:

Diahn C. Halbach
City Clerk



411 East Wisconsin Avenue
Suite 2350
Milwaukee, Wisconsin 53202-4426
414.277.5000
Fax 414.271.3552
www.quarles.com

Attorneys at Law in
Chicago
Indianapolis
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February 25, 2020

VIA EMAIL

Ms. Diahnn C. Halbach
City Clerk
City of Burlington
300 North Pine Street
Burlington, WI 53105

**Re: City of Burlington
\$940,000 General Obligation Promissory Notes, Series 2020A**

Dear Diahnn:

Attached please find the **Resolution** to be adopted in connection with the above-referenced financing. We have prepared this Resolution with the information provided to us. Please review it carefully.

It is our understanding that this Resolution will be considered by the Common Council at its meeting on March 3, 2020.

If you have not already done so, please include the title of this Resolution on the agenda for the meeting. Please then post the agenda in at least three public places and provide it to the official newspaper of the City (or if the City has no official newspaper, to a news medium likely to give notice in the area) and to any other requesting media at least twenty-four hours prior to the meeting (see Section 19.84(1)(b), Wisconsin Statutes). The attached **Certificate of Compliance with Open Meeting Law** must be completed in connection with the meeting at which this Resolution is adopted.

Unless the Common Council has adopted special rules regarding the adoption of borrowing resolutions, a vote of at least a majority of the members of the Common Council is necessary to adopt this Resolution. We have attached an **Excerpts of Minutes** form for you to complete which records the vote on the Resolution.

Following the adoption of the Resolution, we request that you return one executed copy of the Resolution, as well as one executed copy of each of the Certificate and Excerpts, to us for our review. All of these originally signed documents will be included in the closing transcript. A copy of the Resolution should be incorporated into the minutes of the meeting.

Ms. Diahnn C. Halbach
February 25, 2020
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Please feel free to contact me at (414) 277-5775 or any member of the Quarles & Brady LLP public finance team if you have any questions or comments.

Very truly yours,

QUARLES & BRADY LLP

Brian G Lanser/dll

Brian G. Lanser

BGL:BJK:JPL:DLL

Enclosures

#180294.00032

cc: Ms. Jeannie Hefty (w/enc. via email)
Ms. Carina Walters (w/enc. via email)
Mr. Steven J. DeQuaker (w/enc. via email)
Ms. Megan Watkins (w/enc. via email)
Mr. Jon Cameron (w/enc. via email)
Mr. Greg Johnson (w/enc. via email)
Ms. Kathy Myers (w/enc. via email)
Mr. Brendan Leonard (w/enc. via email)
Ms. Bridgette Keating (w/enc. via email)
Mr. Jake Lichter (w/enc. via email)
Ms. Dawn Leifer (w/enc. via email)

March 3, 2020

Pre-Sale Report for

City of Burlington, Wisconsin

\$940,000 General Obligation Promissory Notes,
Series 2020A



Prepared by:

Jon Cameron, CIPMA
Senior Municipal Advisor / Vice President

Greg Johnson, CIPMA
Senior Municipal Advisor / Vice President

Executive Summary of Proposed Debt

Proposed Issue:	\$940,000 General Obligation Promissory Notes, Series 2020A
Purposes:	The proposed issue includes financing for 2020 capital projects for roads, water, and siren repair work. Debt service will be paid from ad valorem property taxes.
Authority:	<p>The Notes are being issued pursuant to Wisconsin Statutes, Section 67.12(12). The Notes will be general obligations of the City for which its full faith, credit and taxing powers are pledged.</p> <p>The Notes count against the City’s General Obligation Debt Capacity Limit of 5% of total City Equalized Valuation. Following issuance of the Notes, the City’s total General Obligation debt principal outstanding will be \$18.8 million, which is 38% of its limit. Remaining General Obligation Borrowing Capacity will be approximately \$29.8 million.</p>
Term/Call Feature:	<p>The Notes are being issued for a term of 10 years. Principal on the Notes will be due on April 1 in the years 2021 through 2030. Interest is payable every six months beginning April 1, 2021.</p> <p>The Notes will be subject to prepayment at the discretion of the City on April 1, 2027 or any date thereafter.</p>
Bank Qualification:	Because the City is expecting to issue no more than \$10,000,000 in tax exempt debt during the calendar year, the City will be able to designate the Notes as “bank qualified” obligations. Bank qualified status broadens the market for the Notes, which can result in lower interest rates.
Rating:	<p>The City’s most recent bond issues were rated by Standard & Poor’s. The current ratings on those bonds are “AA-/Stable”. The City will request a new rating for the Notes.</p> <p>If the winning bidder on the Notes elects to purchase bond insurance, the rating for the issue may be higher than the City’s bond rating in the event that the bond rating of the insurer is higher than that of the City.</p>
Basis for Recommendation:	Based on our knowledge of your situation, your objectives communicated to us, our advisory relationship as well as characteristics of various municipal financing options, we are recommending the issuance of Notes as a suitable option based on:

	<ul style="list-style-type: none"> • The expectation this form of financing will provide the overall lowest cost of funds while also meeting the City’s objectives for term, structure and optional redemption. • The City having adequate General Obligation debt capacity to undertake this financing and anticipating any potential rating impacts. • The City’s current Financial Management Plan which identified issuance of General Obligation Notes to finance these projects.
<p>Method of Sale/Placement:</p>	<p>We will solicit competitive bids for the purchase of the Notes from underwriters and banks.</p> <p>We will include an allowance for discount bidding in the terms of the issue. The discount is treated as an interest item and provides the underwriter with all or a portion of their compensation in the transaction.</p> <p>If the Notes are purchased at a price greater than the minimum bid amount (maximum discount), the unused allowance may be used to reduce your borrowing amount.</p>
<p>Premium Pricing:</p>	<p>In some cases, investors in municipal bonds prefer “premium” pricing structures. A premium is achieved when the coupon for any maturity (the interest rate paid by the issuer) exceeds the yield to the investor, resulting in a price paid that is greater than the face value of the bonds. The sum of the amounts paid in excess of face value is considered “reoffering premium.” The underwriter of the bonds will retain a portion of this reoffering premium as their compensation (or “discount”) but will pay the remainder of the premium to the City. this issue of Notes, any premium amount received that is in excess of the underwriting discount and any capitalized interest amounts must be placed in the debt service fund and used to pay a portion of the interest payments due on the Notes.</p> <p>The amount of premium allowed can be restricted in the bid specifications. Restrictions on premium may result in fewer bids, but may also eliminate large adjustments on the day of sale and unintended results with respect to debt service payment impacts. Ehlers will identify appropriate premium restrictions for the Notes intended to achieve the City’s objectives for this financing.</p>

<p>Other Considerations:</p>	<p>The Notes will be offered with the option of the successful bidder utilizing a term bond structure. By offering underwriters the option to “term up” some of the maturities at the time of the sale, it gives them more flexibility in finding a market for your Notes. This makes your issue more marketable, which can result in lower borrowing costs. In the event that the successful bidder utilizes a term bond structure, we recommend the City retain a paying agent to handle responsibility for processing mandatory redemption/call notices associated with term bonds.</p>
<p>Review of Existing Debt:</p>	<p>We have reviewed all outstanding indebtedness for the City and find that there are no refunding opportunities at this time.</p> <p>We will continue to monitor the market and the call dates for the City’s outstanding debt and will alert you to any future refunding opportunities.</p>
<p>Continuing Disclosure:</p>	<p>Because the amount of the Series 2020As to be issued is less than \$1,000,000, this issue could be exempt from the Continuing Disclosure requirements of the Securities and Exchange Commission (SEC); however, some underwriters require limited disclosure as one of the parameters for bidding, we recommend that the City provide for the limited disclosure by agreeing to provide its Audited Financial Statements annually as well as providing notices of the occurrence of certain reportable events to the Municipal Securities Rulemaking Board (the “MSRB”). The City is already obligated to provide such reports for its existing bonds, and has contracted with Ehlers to prepare and file the reports.</p>
<p>Arbitrage Monitoring:</p>	<p>Because the Notes tax-exempt obligations, the City must ensure compliance with certain Internal Revenue Service (IRS) rules throughout the life of the issue. These rules apply to all gross proceeds of the issue, including initial bond proceeds and investment earnings in construction, escrow, debt service, and any reserve funds. How issuers spend bond proceeds and how they track interest earnings on funds (arbitrage/yield restriction compliance) are common subjects of IRS inquiries. Your specific responsibilities will be detailed in the Tax Exemption Certificate prepared by your Bond Attorney and provided at closing. We recommend that you regularly monitor compliance with these rules and/or retain the services of a qualified firm to assist you.</p>
<p>Investment of and Accounting for Proceeds:</p>	<p>In order to more efficiently segregate funds for this project and maximize interest earnings, we recommend using an investment advisor, to assist with the investment of bond proceeds until they are needed to pay project costs. Ehlers Investment Partners, a subsidiary of Ehlers and registered investment advisor, will discuss an appropriate investment strategy with the City.</p>

Risk Factors:	<p>GO with Planned Abatement: The City expects to abate a portion of the City debt service with water utility revenues. In the event these revenues are not available, the City is obligated to levy property taxes in an amount sufficient to make all debt payments.</p>
Other Service Providers:	<p>This debt issuance will require the engagement of other public finance service providers. This section identifies those other service providers, so Ehlers can coordinate their engagement on your behalf. Where you have previously used a particular firm to provide a service, we have assumed that you will continue that relationship. For services you have not previously required, we have identified a service provider. Fees charged by these service providers will be paid from proceeds of the obligation, unless you notify us that you wish to pay them from other sources. Our pre-sale bond sizing includes a good faith estimate of these fees, but the final fees may vary. If you have any questions pertaining to the identified service providers or their role, or if you would like to use a different service provider for any of the listed services please contact us.</p> <p>Bond Counsel: Quarles & Brady LLP</p> <p>Paying Agent: Bond Trust Services Corporation (if terms)</p> <p>Rating Agency: Standard & Poor's Global Ratings (S&P)</p>

Proposed Debt Issuance Schedule

Pre-Sale Review by City Council:	March 3, 2020
Conference with Rating Agency:	Week of March 23 or March 30
Due Diligence Call to review Official Statement:	Week of March 23 or March 30
Distribute Official Statement:	On or about April 1, 2020
City Council Meeting to Award Sale of the Notes:	April 8, 2020
Estimated Closing Date:	April 23, 2020

Attachments

- Estimated Sources and Uses of Funds
- Estimated Proposed Debt Service Schedule
- Bond Buyer Index

Ehlers Contacts

Municipal Advisors:	Jon Cameron	(262) 796-6179
	Greg Johnson	(262) 796-6168
Disclosure Coordinator:	Brendan Leonard	(262) 796-6169
Financial Analyst:	Kathy Myers	(262) 796-6177

The Preliminary Official Statement for this financing will be sent to the City Council at their home or email address for review prior to the sale date.



2020-2024 Projected Financing Plan

	Pre-Sale GO Notes 2020	GO Bonds 2021	Water Revenue Bonds 2021	Proposed Totals
Projects				
Streets & General Projects	759,837	2,142,160	0	2,901,997
Parks	0	0	0	0
Sewer Utility Projects	0	300,000	0	300,000
Water Utility Projects	124,270	0	2,526,426	2,650,696
Project Needs	884,107	2,442,160	2,526,426	5,852,693
Existing Debt Service Reserve			(180,697)	
Required Debt Service Reserve			392,375	
Issuance Expenses				
Municipal Advisor	16,900	20,600	35,900	73,400
Bond Counsel	10,000	12,000	13,000	35,000
Disclosure Counsel	6,000	7,200	7,800	21,000
Paying Agent If terms	850	850	850	2,550
Rating	13,000	12,500	17,500	43,000
Reoffering Premium (built into rates)				
Underwriter Fees	9,400	31,563	35,563	76,525
Capitalized Interest				
Total Funds Needed	940,257	2,526,873	2,848,717	6,315,846
Less Interest	(1,675)	(3,750)	(4,000)	(9,425)
Rounding	1,418	1,877	283	3,579
Size of Issue	940,000	2,525,000	2,845,000	6,310,000
Streets	810,000	2,215,000	-	3,025,000
Parks	-	-	-	-
Sewer Utility Projects	-	310,000	-	310,000
Water Utility Projects	130,000	-	2,845,000	2,975,000
Total	940,000	2,525,000	2,845,000	6,310,000



Allocation of 2020 General Obligation Notes

Year	Streets & General Projects				Water Utility Projects				TOTAL		
	Principal (4/1)	Rate	Interest	Total	Principal (4/1)	Rate	Interest	Total	Principal	Interest	Total
2021	70,000	3.00%	30,678	100,678	10,000	3.00%	5,138	15,138	80,000	35,815	115,815
2022	75,000	3.00%	18,825	93,825	10,000	3.00%	3,225	13,225	85,000	22,050	107,050
2023	80,000	3.00%	16,500	96,500	10,000	3.00%	2,925	12,925	90,000	19,425	109,425
2024	80,000	3.00%	14,100	94,100	15,000	3.00%	2,550	17,550	95,000	16,650	111,650
2025	80,000	3.00%	11,700	91,700	15,000	3.00%	2,100	17,100	95,000	13,800	108,800
2026	80,000	2.50%	9,500	89,500	15,000	2.50%	1,688	16,688	95,000	11,188	106,188
2027	85,000	2.50%	7,438	92,438	15,000	2.50%	1,313	16,313	100,000	8,750	108,750
2028	85,000	2.50%	5,313	90,313	15,000	2.50%	938	15,938	100,000	6,250	106,250
2029	85,000	2.50%	3,188	88,188	15,000	2.50%	563	15,563	100,000	3,750	103,750
2030	85,000	2.50%	1,063	86,063	15,000	2.50%	188	15,188	100,000	1,250	101,250
2031						0.00%			-	-	-
	\$ 805,000		\$ 118,303	\$ 923,303	\$ 135,000		\$ 20,625	\$ 155,625	\$ 940,000	\$ 138,928	\$ 1,078,928

Rates based on "Aa3" sale 2/5/20 + .25



Projected Impact of Proposed Projects



Existing General Obligation Debt Only						Projected Debt Service												
YEAR	Equalized Value Projection	Total Payment (P&I)	Total Less Non Levy Revenues	Net Debt Service Levy	Debt Service Tax Rate	Capital Plan Debt Service			Less Abatements		Total Projected Debt Service less abatements	Net Debt Service Levy	Levy Change	Debt Service Tax Rate @ 1.88% Growth	Impact on a \$ 300,000 Home		YEAR	
						Principal	Interest	Total	Sewer Revenues	Water Revenues					Taxes	Change		
2019	938,573,700	3,691,761	(2,413,408)	1,278,353	1.36	2019					1,278,353	522,806	1.36		408.60	82.43	2019	
2020	962,049,000	3,874,792	(2,540,658)	1,334,134	1.39	2020					1,334,134	55,781	1.39		416.03	7.42	2020	
2021	980,135,521	2,602,641	(1,219,211)	1,383,430	1.41	2021	80,000	35,815	115,815	(15,138)	100,678	1,484,107	149,973	1.51	454.26	38.23	2021	
2022	998,562,069	2,559,273	(1,250,260)	1,309,013	1.31	2022	130,000	129,656	259,656	(23,129)	(13,225)	223,303	1,532,316	48,209	1.53	460.36	6.10	2022
2023	1,027,983,305	1,678,376	(374,100)	1,304,276	1.27	2023	190,000	89,418	279,418	(18,499)	(12,925)	247,994	1,552,269	19,953	1.51	453.00	(7.35)	2023
2024	1,047,309,391	1,679,340	(372,308)	1,307,032	1.25	2024	200,000	84,361	284,361	(18,277)	(17,550)	248,535	1,555,567	3,298	1.49	445.59	(7.41)	2024
2025	1,066,998,808	1,658,545	(374,743)	1,283,802	1.20	2025	210,000	79,025	289,025	(22,994)	(17,100)	248,931	1,532,733	(22,834)	1.44	430.95	(14.64)	2025
2026	1,087,058,386	1,640,893	(381,245)	1,259,648	1.16	2026	210,000	73,785	283,785	(22,651)	(16,688)	244,446	1,504,094	(28,639)	1.38	415.09	(15.86)	2026
2027	1,107,495,083	1,620,605	(381,844)	1,238,761	1.12	2027	215,000	68,645	283,645	(22,299)	(16,313)	245,034	1,483,794	(20,300)	1.34	401.93	(13.16)	2027
2028	1,128,315,991	1,367,003	(352,165)	1,014,838	0.90	2028	215,000	63,356	278,356	(21,935)	(15,938)	240,484	1,255,322	(228,473)	1.11	333.77	(68.16)	2028
2029	1,149,528,331	1,330,441	(357,183)	973,258	0.85	2029	215,000	57,981	272,981	(21,560)	(15,563)	235,859	1,209,117	(46,205)	1.05	315.55	(18.22)	2029
2030	1,171,139,464	1,264,141	(356,500)	907,641	0.78	2030	220,000	52,365	272,365	(21,162)	(15,188)	236,015	1,143,656	(65,461)	0.98	292.96	(22.59)	2030
2031	1,193,156,886	930,163	(25,700)	904,463	0.76	2031	125,000	47,683	172,683	(20,742)		151,941	1,056,404	(87,253)	0.89	265.62	(27.34)	2031
2032	1,215,588,235	901,369	(25,100)	876,269	0.72	2032	125,000	44,090	169,090	(20,311)		148,779	1,025,047	(31,356)	0.84	252.98	(12.64)	2032
2033	1,238,441,294	458,544	(24,500)	434,044	0.35	2033	130,000	40,360	170,360	(19,872)		150,487	584,531	(440,516)	0.47	141.60	(111.38)	2033
2034	1,261,723,991	451,416	(23,900)	427,516	0.34	2034	135,000	36,383	171,383	(19,422)		151,961	579,477	(5,054)	0.46	137.78	(3.81)	2034
2035	1,285,444,402	443,731	(23,300)	420,431	0.33	2035	135,000	32,232	167,232	(18,961)		148,271	568,702	(10,774)	0.44	132.73	(5.06)	2035
2036	1,309,610,756	425,688	(27,625)	398,063	0.30	2036	140,000	27,935	167,935	(18,492)		149,442	547,505	(21,198)	0.42	125.42	(7.31)	2036
2037	1,334,231,439	412,563	(26,875)	385,688	0.29	2037	150,000	23,330	173,330	(22,936)		150,394	536,081	(11,424)	0.40	120.54	(4.88)	2037
2038	1,359,314,990	104,500	(26,125)	78,375	0.06	2038	155,000	18,411	173,411	(22,291)		151,120	229,495	(306,586)	0.17	50.65	(69.89)	2038
2039	1,384,870,111	101,500	(25,375)	76,125	0.05	2039	160,000	13,276	173,276	(21,639)		151,637	227,762	(1,733)	0.16	49.34	(1.31)	2039
2040	1,410,905,669					2040	160,000	8,036	168,036	(20,984)		147,052	147,052	(80,710)	0.10	31.27	(18.07)	2040
2041	1,437,430,696					2041	165,000	2,706	167,706	(20,328)		147,378	147,378	326	0.10	30.76	(0.51)	2041
TOTALS		33,910,429	(14,559,724)	19,350,706		TOTALS	3,465,000	1,028,845	4,493,845	(418,483)	(155,625)	3,919,737	23,270,443					TOTALS

NOTES



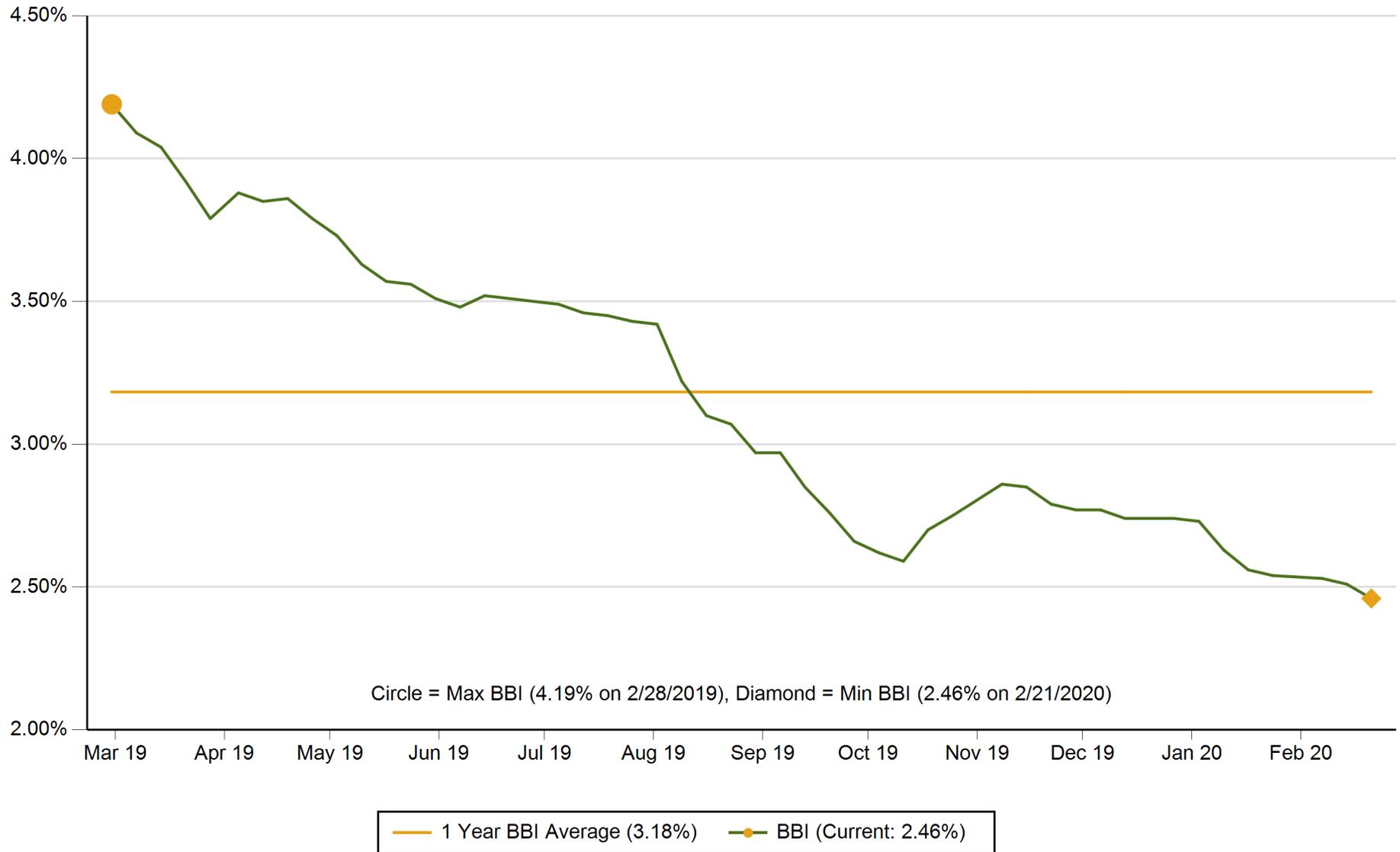
Current and Projected Debt Limit Calculations

Year	Projected Equalized Value (TID IN) ¹	Change in EV	Existing General Obligation Debt				Projected General Obligation Debt				Residual Capacity	Year
			Debt Limit	50% Debt Limit	Principal Outstanding	% of Limit	2020 Notes	2021 Bonds	Principal Outstanding	% of Limit		
2019	972,118,600	3.26%	48,605,930	29,163,558	20,845,000	42.89%			20,845,000	42.89%	27,760,930	2019
2020	990,394,430	1.88%	49,519,721	29,711,833	17,580,000	35.50%	940,000		18,520,000	37.40%	30,999,721	2020
2021	1,009,013,845	1.88%	50,450,692	30,270,415	15,510,000	30.74%	860,000	2,525,000	18,895,000	37.45%	31,555,692	2021
2022	1,027,983,305	1.88%	51,399,165	30,839,499	13,440,000	26.15%	775,000	2,480,000	16,695,000	32.48%	34,704,165	2022
2023	1,047,309,391	1.88%	52,365,470	31,419,282	12,215,000	23.33%	685,000	2,380,000	15,280,000	29.18%	37,085,470	2023
2024	1,066,998,808	1.88%	53,349,940	32,009,964	10,960,000	20.54%	590,000	2,275,000	13,825,000	25.91%	39,524,940	2024
2025	1,087,058,386	1.88%	54,352,919	32,611,752	9,695,000	17.84%	495,000	2,160,000	12,350,000	22.72%	42,002,919	2025
2026	1,107,495,083	1.88%	55,374,754	33,224,852	8,415,000	15.20%	400,000	2,045,000	10,860,000	19.61%	44,514,754	2026
2027	1,128,315,991	1.88%	56,415,800	33,849,480	7,120,000	12.62%	300,000	1,930,000	9,350,000	16.57%	47,065,800	2027
2028	1,149,528,331	1.88%	57,476,417	34,485,850	6,045,000	10.52%	200,000	1,815,000	8,060,000	14.02%	49,416,417	2028
2029	1,171,139,464	1.88%	58,556,973	35,134,184	4,975,000	8.50%	100,000	1,700,000	6,775,000	11.57%	51,781,973	2029
2030	1,193,156,886	1.88%	59,657,844	35,794,707	3,845,000	6.45%		1,580,000	5,425,000	9.09%	54,232,844	2030
2031	1,215,588,235	1.88%	60,779,412	36,467,647	3,020,000	4.97%		1,455,000	4,475,000	7.36%	56,304,412	2031
2032	1,238,441,294	1.88%	61,922,065	37,153,239	2,200,000	3.55%		1,330,000	3,530,000	5.70%	58,392,065	2032
2033	1,261,723,991	1.88%	63,086,200	37,851,720	1,805,000	2.86%		1,200,000	3,005,000	4.76%	60,081,200	2033
2034	1,285,444,402	1.88%	64,272,220	38,563,332	1,405,000	2.19%		1,065,000	2,470,000	3.84%	61,802,220	2034
2035	1,309,610,756	1.88%	65,480,538	39,288,323	1,000,000	1.53%		930,000	1,930,000	2.95%	63,550,538	2035
2036	1,334,231,439	1.88%	66,711,572	40,026,943	600,000	0.90%		790,000	1,390,000	2.08%	65,321,572	2036
2037	1,359,314,990	1.88%	67,965,749	40,779,450	200,000	0.29%		640,000	840,000	1.24%	67,125,749	2037
2038	1,384,870,111	1.88%	69,243,506	41,546,103	0	0.00%		485,000	485,000	0.70%	68,758,506	2038
2039	1,410,905,669	1.88%	70,545,283	42,327,170	0	0.00%		325,000	325,000	0.46%	70,220,283	2039
2040	1,437,430,696	1.88%	71,871,535	43,122,921	0	0.00%		165,000	165,000	0.23%	71,706,535	2040
2041	1,464,454,393	1.88%	73,222,720	43,933,632	0	0.00%				0.00%	73,222,720	2041
2042	1,491,986,136	1.88%	74,599,307	44,759,584	0	0.00%				0.00%	74,599,307	2042

NOTES:

1 YEAR TREND IN MUNICIPAL BOND INDICES

Weekly Rates February, 2019 - February, 2020



The Bond Buyer "20 Bond Index" (BBI) shows average yields on a group of municipal bonds that mature in 20 years and have an average rating equivalent to Moody's Aa2 and S&P's AA.



DATE: March 3, 2020

SUBJECT: RESOLUTION 4998(51) - To approve the Memorandum of Understanding (MOU) of a Joint Grant Application between the Rochester Volunteer Fire Company (RVFC) and the City of Burlington Fire Department (COBFD) to the Federal Emergency Management Agency (FEMA) regarding the Joint Assistance to Firefighters Grant for Very High Frequency (VHF) portable radios.

SUBMITTED BY: Alan Babe, Fire Chief

BACKGROUND/HISTORY:

The partners listed above have agreed to enter into a collaborative agreement in which Rochester Volunteer Fire Company will be the lead agency and named applicant and the City will be its partner in this application. In 2018, the City of Burlington attempted a FEMA AFG Grant application for VHF radio equipment. This 2019 Fiscal Year AFG grant is a second attempt with a different submittal outlying a lower cost benefit ratio. The contracted grant writer is Fire Grants Help, who has filed three other grants on our behalf, in which we were successful of grant monies for SCBA's. This interoperability approach to obtain federal funding is showing our collaboration and is given a high priority in this year's FEMA 2019FY AFG Grant process.

- COBFD has an existing Automatic Aid Agreement in place with RVFC.

- RVFC and COBFD have been partners of a county wide Mutual Aid Agreement for over 40 years and all are currently part of Wisconsin MABAS Division 102.

- RVFC and COBFD wish to improve Firefighter Safety that would allow for improved safety of all responders on scene.

- RVFC and COBFD initiated a conversation about the possibility of writing a regional grant to improve VHF radio equipment within the two organizations.

- RVFC and COBFD will each provide the necessary information regarding their departments to Fire Grants Help so that a grant application can be prepared and submitted to FEMA.

- RVFC will pay an initial fee of \$3000.00 to Fire Grants Help for grant writing fees. COBFD will pay RVFC 50% or \$1500.00 for the fee incurred.

- Each department will be responsible for paying the 5% match required for the equipment that department is requesting.

- RVFC and COBFD have committed to work together to try to improve Firefighter safety and to improve safety of our emergency responder's.

BUDGET/FISCAL IMPACT:

Potential Grant Monies Awarded

See attached quotes from BAYCOM

Quote number: 02192020

Total Grant Dollar Amount = \$132,790.75

Federal Funding Assistance = \$126,467.38

Cost for AFG process:

Five Percent (5%) by City Match of Grant = \$6,323.37
{Federal Calculation's 100.00 = 90.09}
COBFD's Contracted Services for Grant Writing = \$1,500.00
Total Financial Impact for the City of Burlington = \$7,823.37

MATCH MONIES:

Monies will be appropriated through the 2020 equipment replacement fund.

RECOMMENDATION:

Staff recommends the Common Council approve the Joint Grant Application between the City of Burlington and the Rochester Volunteer Fire Company that will include the creation of a Memorandum of Understanding (MOU) in an effort to jointly collect data and define the grant characteristics, prepare the grant application, submit the grant application, manage awarded grant money, complete the closeout process, and agree to share the cost of the grant process. The Rochester Volunteer Fire Company will be the lead agency; therefore, the dollars will be funneled through the Rochester Volunteer Fire Company. This also serves as the City's commitment to the 5% grant match.

TIMING/IMPLEMENTATION:

The roles and responsibilities described above are contingent on Rochester Volunteer Fire Company receiving funds requested for the project described in the grant application.

This item is for discussion at the March 3, 2020 Committee of the Whole meeting, and is scheduled for final consideration at the March 3, 2020 Common Council meeting.

Attachments

RES 4998(51) MOU FEMA Grant Application
MOU
FEMA Cost Share Calculator
BAYCOM QUOTE 1
Baycome quote 2

**A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF BURLINGTON FIRE DEPARTMENT
AND ROCHESTER VOLUNTEER FIRE COMPANY**

WHEREAS, the City of Burlington Fire Department and the Rochester Volunteer Fire Company wish to collaborate and to make an application for an Assistance to Firefighters grant;

WHEREAS, the Rochester Volunteer Fire Company will be the lead agency and named applicant and the other agency will be partners in this application

WHEREAS, the application prepared and approved by the collaborative through its partners is to be submitted to the Federal Emergency Management Agency by Fire Grants Help,

WHEREAS, the City of Burlington Fire Department and the Rochester Volunteer Fire Company have been partners of a county wide Mutual Aid Agreement for over 40 years and both wish to improve Firefighter Safety that would allow for improved safety of all responders on scene,

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Burlington, Racine County, State of Wisconsin, that the City of Burlington adopt the attached Memorandum of Understanding for the collaboration to make an application for the Assistance to Firefighters grant between the City of Burlington Fire Department and the Rochester Volunteer Fire Company.

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

Introduced: March 3, 2020
Adopted: March 3, 2020

Jeannie Hefty, Mayor

Attest:

Diahn Halbach, City Clerk

Memorandum of Understanding

WHEREAS, **Rochester Volunteer Fire Company (RVFC)**, and the **City of Burlington Fire Department (COBFD)**, have come together to collaborate and to make an application for **Assistance to Firefighters** grant; and

WHEREAS, the partners listed above have agreed to enter into a collaborative agreement in which **Rochester Volunteer Fire Company** will be the lead agency and named applicant and the other agencies will be partners in this application; and

WHEREAS, the partners herein desire to enter into a Memorandum of Understanding setting forth the services to be provided by the collaborative; and

WHEREAS, the application prepared and approved by the collaborative through its partners is to be submitted to the **Federal Emergency Management Agency by Fire Grants Help**.

I) Description of Partner Agencies

RVFC, and COBFD desire to work together to try and obtain federal funding to improve emergency communications with equipment that will allow for interoperability.

II) History of Relationship

- RVFC and COBFD have been partners of a county wide Mutual Aid Agreement for over 40 years and are currently a part of Wisconsin MABAS Division 102.
- *RVFC and COBFD wish to improve Firefighter Safety that would allow for improved safety of all responders on scene.*

III) Development of Application

- *RVFC initiated a conversation with COBFD about the possibility of writing a regional grant to improve VHF radio equipment within the two organizations.*
- *RVFC and COBFD will each provide the necessary information regarding their departments to Fire Grants Help so that a grant application can be prepared and submitted.*

IV) Roles and Responsibilities

NOW, THEREFORE, it is hereby agreed by and between the partners as follows:

- *Each department will provide the necessary information to Fire Grants Help to assist in the preparation of a grant to be submitted to FEMA.*
- *RVFC will pay an initial fee of \$3000.00 to Fire Grants Help for grant writing fees. COBFD will pay RVFC \$15000.00 for 50% of the \$3000.00 fee incurred.*
- *Each department will be responsible for paying the 5% required match for the equipment that department is requesting.*
- *RVFC and COBFD have committed to work together to try and improve Firefighter safety and to improve the overall safety of emergency responder.*

V) Timeline

The roles and responsibilities described above are contingent on **Rochester Volunteer Fire Company** receiving funds requested for the project described in the grant application. Responsibilities under this Memorandum of Understanding would coincide with the grant period, anticipated to be **02/03/2020** through **12/31/2020**.

VI) Commitment to Partnership

- 1) The collaboration service area includes: Village of Rochester, City of Burlington and any MABAS division or department that requests assistance from the departments listed above.
- 2) Compensation for COBFD's contribution to this project will be provided as outlined above.
- 3) We, the undersigned have read and agree with this MOU. Further, we have reviewed the proposed project and approve it.

<p>By: _____</p> <p>Fire Chief, Rochester Volunteer Fire Company</p> <p>Date: _____</p>	
<p>By: _____</p> <p>Fire Chief, City of Burlington Fire Department</p> <p>Date: _____</p>	

Assistance to Firefighters Grant Program (AFG)



FEMA



Cost Share Calculator 2019-2020

Calculating Federal Share and Local Cost Share for AFG Grants

In order to assist you with determining your organization's Local Cost Share for AFG Grants, a calculator and explanation of the formula is provided below. All applicants should ensure they are familiar with FEMA's administration of cost sharing requirements. Recipients are not required to have their cost share available when submitting the application. For additional information, refer to the Cost Share and Maintenance of Effort Requirements section of the Notice of Funding Opportunity (NOFO).

Determine the Organization's Local Cost Share Percentage

Cost share requirements for AFG Grants are based on population. An eligible applicant seeking a grant to carry out an activity is required to provide non-federal funds to carry out the activity. In order to determine the Local Cost Share Percentage, use the guide below:

- 15% =** When serving a jurisdiction of more than 1,000,000 residents, the applicant shall agree to provide non-federal funds in an amount equal to and not less than 15 percent of the grant awarded.
- 10% =** When serving a jurisdiction of more than 20,000 residents, but not more than 1,000,000 residents, the applicant shall agree to provide non-federal funds in an amount equal to and not less than 10 percent of the grant awarded.
- 5% =** When serving a jurisdiction of 20,000 residents or fewer, the applicant shall agree to provide non-federal funds in an amount equal to and not less than 5 percent of the grant awarded.

Once you have determined your Organization's Local Cost Share Percentage, use the formula below to determine the Organization's Local Cost Share.

Example Cost Share Calculation

Total Project Cost:	\$100,000.00
Local Cost Share Percentage:	15%
Federal Funding Assistance:	\$86,956.52
Local Cost Share:	\$13,043.48

Example Cost Share Formula

X = Federal Funding Assistance
 Y = Total Project Cost
 P = Local Cost Share Percentage
 $X + (P)(X) = Y$

X = Federal Funding Assistance
 Y = \$100,000
 P = 15%
 $X + (P)(X) = Y$
 $X = Y/1.15$

X = Federal Funding Assistance
 Y = \$100,000
 P = 15%
 $X = \$100,000/1.15$
 $X = \$86,956$
 Local Cost Share = \$13,044

Use the Calculator Below to Determine the Local Cost Share for your Organization

Total Project Cost:

Local Cost Share Percentage:

Example: For 15% enter .15 into the calculator, for 10% enter .10, for 5% enter .05

Federal Funding Assistance:

Local Cost Share:

Dave Feiler
W239 N2890 Pewaukee Road
Pewaukee, WI 53072
(414) 546-7625
dfeiler@baycominc.com

Burlington Fire Depatment
Attn: Chief Babe

2/19/2020
REVISED

SUBJECT: APX6000XE Portable Radio Model 1.5 / 02192020

PRICING AND FINANCIAL OPTIONS SPECIFIC TO THIS OFFERING:
EQUIPMENT DETAILS AND PRICING

QTY	MODEL AND DESCRIPTION	UNIT PRICE	TOTAL PRICE
5	H98KGD9PW5 N / Motorola APX6000 VHF Model 1.5	\$1,974.65	\$9,873.25
1	VHF, 8 Character Top Display and Dual Mic.		\$0.00
1	QA01749 / Advanced System Software Key	\$0.00	\$0.00
1	Q241 / Analog Operation	\$0.00	\$0.00
5	H35 / Conventional Operation	\$365.00	\$1,825.00
5	QA02006 / XE Ruggedized Radio - DeltaT, IS/FM	\$584.00	\$2,920.00
5	Q64 / Yellow Housing	\$18.25	\$91.25
			\$0.00
	PROGRAMMING		\$0.00
0	Technical Services - Template Charge	\$435.00	\$0.00
5	Technical Services - Programming Charge	\$45.00	\$225.00
			\$0.00
	OPTIONS		\$0.00
0	NNTN8860 / Single Unit Charger	\$120.00	\$0.00
0	NNTN8575AYLW / XE RSM w/ 3.5mm Jack & XT Cable	\$384.00	\$0.00
0	NNTN8092A / UL Approved HAZLOC Spare Battery	\$113.60	\$0.00
1	NNTN8844A / Multi Unit IMPRES Charger - DISPLAY	\$1,100.00	\$1,100.00
0	NNTN7624C / Vehicular Charger	\$383.00	\$0.00

Does not include programming

EQUIPMENT COST: \$16,034.50
 SHIPPING: \$0.00

Payment Terms: Net 10 Days
 Quotation Good For 30 Days.

PURCHASE PRICE: \$16,034.50

Approved By:

Your Signature Is An Agreement To Purchase And An Acceptance Of The Above Terms
 All of the information listed on this proposal is confidential and proprietary information.
If You Have Any Questions Please Contact Dave Feiler 414-546-7625





DATE: March 3, 2020

SUBJECT: RESOLUTION 4999(52) - To approve a Revolving Loan Fund (RLF) Grant in the amount of \$15,000 and Loan in the amount of \$100,000 to the Low Daily Brewery for a total not-to-exceed amount of \$115,000.

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 \$100,000 to The Low Daily Brewery to assist with Working Capital and Start-up costs for the establishment of the business located at 700 N. Pine Street.

This grant would allow a new business to be recruited to the downtown district, fill a currently vacated building, help with start-up expenses associated with opening the brewery, and create five (5) full-time jobs.

This evening, Andrea Safedis 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 \$100,000. If approved the funding would be paid from the City of Burlington's 2019 Revolving Loan Fund.

RECOMMENDATION:

Staff recommends approval of the grant in the amount of \$15,000 and loan in the amount of \$100,000.

TIMING/IMPLEMENTATION:

This item is for discussion at the March 3, 2020 Committee of the Whole meeting, and is scheduled for final consideration at the March 17, 2020 Common Council meeting.

Attachments

- RES 4999(52) Low Daily RLF Grant
- RCEDC Memo - Low Daily RLF Grant

**A RESOLUTION APPROVING A REVOLVING LOAN FUND GRANT AND LOAN TO
THE LOW DAILY BREWERY, LLC
IN THE NOT-TO-EXCEED AMOUNT OF \$115,000**

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 Low Daily Brewery, LLC is seeking a grant in the not to exceed amount of \$15,000 and a loan in the not to exceed amount of \$100,000 to assist with Working Capital and Start-up expenses for the establishment of the business located at 700 N. Pine Street; 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 Fund Grant and Loan in the not-to-exceed amount of \$115,000 to The Low Daily Brewery, LLC.

Introduced: March 3, 2020
Adopted:

Jeannie Hefty, Mayor

Attest:

Diahn Halbach, City Clerk

TO: BURLINGTON CITY COUNCIL

**FROM: ANDREA SAFEDIS, LOAN SERVICING SPECIALIST
THOMAS VAN GENT, LOAN OFFICER**

RE: LOW DAILY BREWERY

DATE: MARCH 2, 2020

Introduction

The purpose of this memorandum is to provide information and a recommendation on a grant and loan application on behalf of Low Daily Brewery (Low Daily) to assist with Working Capital and Start-up costs for the establishment of the business. The total being requested is \$115,000, which includes \$15,000 in the form of a grant and \$100,000 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 available were \$98,000. 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.

Eligibility

Eligible applicants must meet one of the program objectives identified below. RCEDC has indicated below whether this applicant meets each of the criteria.

RLF Program Objectives/Eligibility of this Application:	
To encourage the creation and retention of permanent jobs particularly those that pay above median income.	Yes 5FTE
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.	Yes Total investment includes building purchase, building renovation, equipment purchases and working capital

To perpetuate a positive and proactive business climate which encourages the retention and expansion of existing businesses and helps to attract desirable new businesses.	Yes New business start-up
To maintain and promote a diverse mix of employment opportunities and to minimize seasonal or cyclical employment fluctuations.	
To implement the City of Burlington's Riverwalk/Redevelopment Plan goals and objectives.	Yes Redevelopment project to support new business opportunity
To encourage thriving retail areas by providing incentives to businesses to enhance or fill empty storefronts and vacant buildings.	Yes Occupancy of currently vacant building

Project Description for Grant and Loan Application

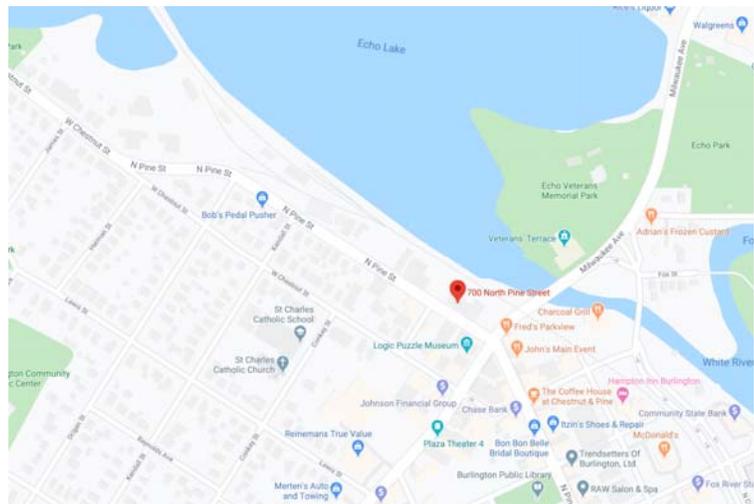
Low Daily is a small, community-focused brewery locating at 700 N Pine Street in Downtown Burlington. The Brewery aims to provide three goals:

1. Produce beer of the highest caliber that will make Burlington a destination for any craft beer drinker.
2. Create an atmosphere in the taproom that is unlike anything else in the area. One that is energetic, collaborative, inclusive, and conducive to creativity in any form.
3. Harness the energy produced in the taproom and project it back out into the community via volunteerism, new business offshoots, and distinctive fundraising efforts.

Converting 700 N Pine St. into the Low Daily brewery and taproom requires significant startup capital. The borrower is in the process of obtaining multiple loans through financial institutions and the United State Small Business Administration. The Burlington-RLF would serve as a loan to help with start-up expenses associated with opening the brewery. RCEDC finds it crucial for any start-up company to have the necessary working capital to sustain until a business begins generating sufficient revenue.

This project intends help revitalize downtown Burlington and provide an attraction for both residents and visitors.

Below is a picture and map of the site:



Project Summary

Business	Low Daily Brewery
Project Address	700 N. Pine Street
Use of Funds	Working Capital and Start Up Costs.

<i>Burlington RLF</i>	\$100,000
<i>Burlington Grant</i>	\$15,000
<i>Private Dollar Match</i>	The borrower is providing over 1 times the Burlington Grant and Loan amount as part of the investment for the building purchase, building renovation and equipment purchases necessary for starting the business.
<i>RLF Term/Amortization</i>	5.5% overall rate 12- months interest only (principal deferred) 6 year amortization following deferral period
<i>RLF Collateral</i>	Mortgage.
<i>RLF Guarantors</i>	Guarantees of Robert Sullivan, Patricia Sullivan, Claire Sullivan, Tim Sullivan and Bobpat LLC.
Other Notes	The company has secured a commitment letter from Community State Bank and has an application pending with the US Small Business Administration for this project financing. The borrower has also been approved for a grant through the Wisconsin Economic Development Corporation to support this project.

Summary and Recommendation

RCEDC staff recommends approval of this loan and grant request. The proposed improvements to Low Daily not only assist with the revitalization of this vacant building but fits well with the strategic plan for the City of Burlington. As a result of the project, the business will create 5 FTE jobs. The request also comes with the credit recommendation of RCEDC’s Loan Advisory Committee.

Exhibit A

Burlington Revolving Loan Fund Portfolio - As of January 31, 2020

Loans	Loan Balance As of 1.31.2020	Monthly Amount Returned for Lending	Balloon/ Maturity
Developer Loan	\$ 136,563.85	\$ 468.52	12/1/2031 B
Developer Loan	\$ 25,000.00	\$ 41.67	2/1/2037 B
Hospitality Business	\$ 804,577.95	\$ 6,407.68	10/1/2021 B
Manufacturing Business	\$ 200,000.00	\$ -	2/1/2023 F
Retail/Service Business	\$ 28,736.56	\$ 1,219.30	1/1/2022 M
Developer Loan	\$ 129,106.65	\$ 691.78	3/1/2023
6 Active Loans	\$ 1,323,985.01	\$ 8,828.95	

B= Balloon
M=Matures
F=Forgiven

2019 Grant Funds Summary	
2019 Grant Allocation	\$ 98,000.00
<i>Approved Grants:</i>	
Fox River Plaza	\$ (14,680.50)
PAC	\$ (10,000.00)
Miller Motor	\$ (15,000.00)
The Runaway	\$ (15,000.00)
Jean Dibble Portrait Studio	\$ (15,000.00)
2019 Balance Remaining	\$ 28,319.50
<i>Applications Pending:</i>	
Low Daily Brewery*	\$ (15,000.00)
The Loop*	\$ (13,319.50)
Balance Remaining	\$ -

2020 Grant Funds Summary	
2020 Grant Allocation	\$ 50,000.00
<i>Approved Grants:</i>	
None	
2020 Balance Remaining	\$ 50,000.00
<i>Applications Pending:</i>	
Clinical Psychology Associates	\$ (10,000.00)
Balance Remaining	\$ 40,000.00

Amount Available for Loans:	
Cash As Of 12.31.2019	\$ 442,155.72
Less 2019 Grant Allocation	\$ (98,000.00)
Less 2020 Grant Allocation	\$ (50,000.00)
Cash After Grant Allocations*	\$ 294,155.72
<i>Loan Commitments Pending Closing:</i>	
The Runaway Micropub	\$ (50,000.00)
Jean Dibble Portrait Studio	\$ (71,775.00)
Cash Remaining	\$ 172,380.72
<i>Applications in Process:</i>	
Low Daily Brewery	\$ 100,000.00

* Note: Monthly repayments are \$8,828.95 adding to dollars available to lend. Total principal being repaid is \$1,123,985



DATE: March 3, 2020

SUBJECT: RESOLUTION 5000(53) - To approve a Revolving Loan Fund (RLF) grant request for a total not-to-exceed amount of \$13,319.50 to The Loop Properties, LLC for property located at 488 Milwaukee Avenue.

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 \$13,319.50 to The Loop Properties, LLC to assist with the demolition and reconstruction of the building exterior, as well as reconstruction of the interior.

This grant would allow a new business to be recruited to the downtown district, fill a currently vacant building, house multiple start-up businesses and include a co-working space component, and will encourage both retail opportunities and additional foot traffic in the downtown district.

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

BUDGET/FISCAL IMPACT:

The grant requested is \$13,319.50 and is the remaining available funds from 2019. If approved the funding would be paid from the City of Burlington's 2019 Revolving Loan Fund.

RECOMMENDATION:

Staff recommends approval of the grant in the amount of \$13,319.50.

TIMING/IMPLEMENTATION:

This item is for discussion at the March 3, 2020 Committee of the Whole meeting, and is scheduled for final consideration at the March 17, 2020 Common Council meeting.

Attachments

- RES 5000(53) The Loop RLF Grant
- RCEDC Memo - The Loop RLF Grant

A RESOLUTION APPROVING A REVOLVING LOAN FUND GRANT TO THE LOOP PROPERTIES, LLC IN THE NOT-TO-EXCEED AMOUNT OF \$13,319.50

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 Loop Properties, LLC is seeking a grant in the not to exceed amount of \$13,319.50 to assist with the demolition and reconstruction of a business located at 488 Milwaukee Avenue; 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 Fund Grant in the not-to-exceed amount of \$13,319.50 to The Loop Properties, LLC.

Introduced: March 3, 2020

Adopted:

Jeannie Hefty, Mayor

Attest:

Diahn Halbach, City Clerk

TO: BURLINGTON CITY COUNCIL

**FROM: ANDREA SAFEDIS, PORTFOLIO SERVICING SPECIALIST
THOMAS VAN GENT, LOAN OFFICER**

RE: THE LOOP PROPERTIES, LLC FOR BURLINGTON MATCHING GRANT PROGRAM

DATE: FEBRUARY 21, 2020

Introduction

The purpose of this memorandum is to provide information and a recommendation on a grant application on behalf of The Loop Properties, LLC to assist with demolition and renovation of the building. Total project investment by this application includes the building purchase, renovation and equipment purchases to establish businesses within the building. The total grant requested is the remaining available grant funds of \$13,319.50 from 2019.

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 grant.

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 available were \$98,000. 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.

Eligibility

Eligible applicants must meet one of the program objectives identified below. RCEDC has indicated below whether this applicant meets each of the criteria.

RLF Program Objectives/Eligibility of this Application:	
To encourage the creation and retention of permanent jobs particularly those that pay above median income.	Yes Final Number is TBD
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.	Yes Total investment includes building purchase, building renovation, equipment purchases

To perpetuate a positive and proactive business climate which encourages the retention and expansion of existing businesses and helps to attract desirable new businesses.	Yes The building will be occupied multiple start-up businesses and include a co-working space component.
To maintain and promote a diverse mix of employment opportunities and to minimize seasonal or cyclical employment fluctuations.	Yes The co-working space will provide lower barriers of entry and help other businesses
To implement the City of Burlington's Riverwalk/Redevelopment Plan goals and objectives.	
To encourage thriving retail areas by providing incentives to businesses to enhance or fill empty storefronts and vacant buildings.	Yes Occupancy of currently vacant building

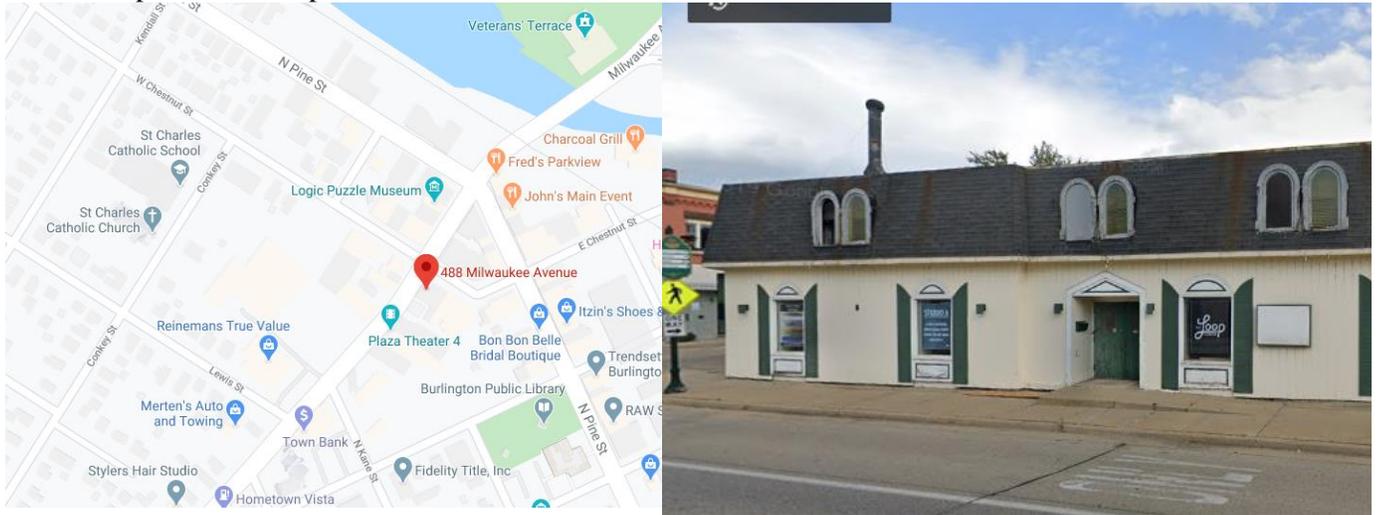
Project Description for Grant Application

The purpose of the project is to convert an old historic bar/hotel into a beautiful multi-use space in Burlington, WI with a purpose of getting people in the community to collaborate. Owner, Bevin Dawson, believes starting multiple businesses will encourage both exciting retail opportunities as well as foot traffic toward other businesses in the historic loop specifically on Chestnut Street.

Plans consist of:

- Demolition reconstruction outside with stucco exterior and finishing
- Interior 1st floor plans for Co-Working Space
- Interior 2nd floor plans for Office Space
- Interior 3rd floor plans for Photo Studio and Podcast Booth
- Plans for a climbing wall and Coffee Roaster

Below is a picture and map of the site:



Project Summary

Business	The Loop Properties
Project Address	488 Milwaukee Avenue, Burlington
Use of Funds	Building renovation
Burlington RLF Loan	None
Burlington Grant	\$ 13,319.50
Private Dollar Match	The borrower is providing over 1 times the Burlington Grant amount as the

	total investment includes building purchase, renovation of exterior and interior of the building and equipment purchases. This will be funded through both equity and bank financing.
RLF Term/Amortization	N/A
RLF Collateral	N/A
RLF Guarantors	N/A
Other Notes	The company has secured a commitment letter from Greenwoods State Bank for this project financing.

Summary and Recommendation

RCEDC staff recommends approval of this grant request. The proposed improvements to The Loop Properties, LLC will not only encourage the leverage of new private investments for the City of Burlington but will also promote a diverse mix of employment opportunities to minimize seasonal employment fluctuations. The project will perpetuate a positive, proactive business climate that will encourage expansion of existing and new businesses. The request also comes with the recommendation of RCEDC’s Loan Advisory Committee.

Exhibit A

Burlington Revolving Loan Fund Portfolio - As of January 31, 2020

Loans	Loan Balance As of 1.31.2020	Monthly Amount Returned for Lending	Balloon/ Maturity
Developer Loan	\$ 136,563.85	\$ 468.52	12/1/2031 B
Developer Loan	\$ 25,000.00	\$ 41.67	2/1/2037 B
Hospitality Business	\$ 804,577.95	\$ 6,407.68	10/1/2021 B
Manufacturing Business	\$ 200,000.00	-	2/1/2023 F
Retail/Service Business	\$ 28,736.56	\$ 1,219.30	1/1/2022 M
Developer Loan	\$ 129,106.65	\$ 691.78	3/1/2023
6 Active Loans	\$ 1,323,985.01	\$ 8,828.95	

B= Balloon
M=Matures
F=Forgiven

2019 Grant Funds Summary	
2019 Grant Allocation	\$ 98,000.00
<i>Approved Grants:</i>	
Fox River Plaza	\$ (14,680.50)
PAC	\$ (10,000.00)
Miller Motor	\$ (15,000.00)
The Runaway	\$ (15,000.00)
Jean Dibble Portrait Studio	\$ (15,000.00)
2019 Balance Remaining	\$ 28,319.50
<i>Applications Pending:</i>	
Low Daily Brewery*	\$ (15,000.00)
The Loop*	\$ (13,319.50)
Balance Remaining	\$ -

2020 Grant Funds Summary	
2020 Grant Allocation	\$ 50,000.00
<i>Approved Grants:</i>	
None	
2020 Balance Remaining	\$ 50,000.00
<i>Applications Pending:</i>	
Clinical Psychology Associates	\$ (10,000.00)
Balance Remaining	\$ 40,000.00

Amount Available for Loans:	
Cash As Of 12.31.2019	\$ 442,155.72
Less 2019 Grant Allocation	\$ (98,000.00)
Less 2020 Grant Allocation	\$ (50,000.00)
Cash After Grant Allocations*	\$ 294,155.72
<i>Loan Commitments Pending Closing:</i>	
The Runaway Micropub	\$ (50,000.00)
Jean Dibble Portrait Studio	\$ (71,775.00)
Cash Remaining	\$ 172,380.72
<i>Applications in Process:</i>	
Low Daily Brewery	\$ 100,000.00

* Note: Monthly repayments are \$8,828.95 adding to dollars available to lend. Total principal being repaid is \$1,123,985



DATE: March 3, 2020

SUBJECT: **RESOLUTION 5001(54)** - To approve a Revolving Loan Fund (RLF) Grant in the amount of \$10,000 to Clinical Psychology Associates, LLC for property located at 197 W. Chestnut Street.

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 \$10,000 on behalf of David W. Thompson dba Clinical Psychology Associates, LLC to assist with renovations to a newly purchased building located at 197 W. Chestnut Street.

This grant would create three full-time positions and improve and occupy a currently vacant building.

This evening, Andrea Safedis of the Racine County Economic Development Corporation (RCEDC), will outline the applicant's project who is seeking the grant.

BUDGET/FISCAL IMPACT:

The grant requested is \$10,000. If approved the funding would be paid from the 2020 City of Burlington's Revolving Loan Fund.

RECOMMENDATION:

Staff recommends approval of the grant in the amount of \$10,000.

TIMING/IMPLEMENTATION:

This item is for discussion at the March 3, 2020 Committee of the Whole meeting, and is scheduled for final consideration at the March 17, 2020 Common Council meeting.

Attachments

- RES 5001(54) Clinical Psychology RLF Grant
- RCEDC Memo - Clinical Psychology Assoc.

A RESOLUTION APPROVING A REVOLVING LOAN FUND GRANT TO CLINICAL PSYCHOLOGY ASSOCIATES, LLC IN THE AMOUNT OF \$10,000.

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, CLINICAL PSYCHOLOGY ASSOCIATES, LLC is seeking a grant in the not to exceed amount of \$10,000 to assist with renovations to the property at 197 W. Chestnut Street; 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 Fund Grant in the not-to-exceed amount of \$10,000 to Clinical Psychology Associates, LLC.

Introduced: March 3, 2020
Adopted:

Jeannie Hefty, Mayor

Attest:

Diahn Halbach, City Clerk

TO: CITY OF BURLINGTON COW MEETING

**FROM: ANDREA SAFEDIS, PORTFOLIO SERVICING SPECIALIST
KARMIN GARSTECKI, LOAN OFFICER**

RE: CLINICAL PSYCHOLOGY ASSOCIATES OF BURLINGTON

DATE: FEBRUARY 19, 2020

Introduction

The purpose of this memorandum is to provide information and a recommendation on a grant application on behalf of David W. Thompson dba Clinical Psychology Associates LLC. Grant dollars will assist with renovations to a newly purchased building located at 197 W. Chestnut Street in Burlington. The total grant requested is \$10,000.

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 grant.

Background

In February 2019, the City of Burlington approved a new business loan and grants 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 available were \$98,000 with applications in process that would deplete those funds. This grant would tap into the 2020 grant allocation of \$50,000. The remaining RLF funds would be provided in the form of loans. Attached as Exhibit A is a summary of the RLF funds remaining.

Eligibility

Eligible applicants must meet one of the program objectives identified below. RCEDC has indicated below whether this applicant meets each of the criteria.

RLF Program Objectives/Eligibility of this Application:	
To encourage the creation and retention of permanent jobs particularly those that pay above median income.	Yes 3FTE
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.	Yes Total investment includes building purchase and building renovations

To perpetuate a positive and proactive business climate which encourages the retention and expansion of existing businesses and helps to attract desirable new businesses.	Yes Business expansion and consolidation of Burlington and Waterford offices
To maintain and promote a diverse mix of employment opportunities and to minimize seasonal or cyclical employment fluctuations.	
To implement the City of Burlington’s Riverwalk/Redevelopment Plan goals and objectives.	
To encourage thriving retail areas by providing incentives to businesses to enhance or fill empty storefronts and vacant buildings.	Yes Occupancy of currently vacant building

Project Description for Grant Application

The purpose of the project is to consolidate the Company’s Waterford and Burlington offices into one convenient location. Thompson believes this project will upgrade the quality of the environment for both employees and clients, as well as providing more efficient services. It will allow for expansion of services provided by the clinic. Thompson is creating 3 full-time employment positions initially and will occupy most of the 12,690 sq. ft. building however, they will seek a tenant for 4,000 sq. ft. of the building’s professional office space.

The 197 W. Chestnut Street building requires significant renovations before Clinical Psychology Associates can occupy the building. The building is currently vacant, and the prior owner had deferred maintenance on the building. The flood of 2017 damaged the electrical and elevator systems. Over the winter the pipes burst and damaged the HVAC system. Just these items alone will require \$500,000 in repairs.

Below is a picture and map of the site:



Project Summary

Business	Clinical Psychology Associates, LLC
Project Address	197 W. Chestnut Street, Burlington
Use of Funds	Relocation Costs and Building Renovations
Burlington RLF Loan	None
Burlington Grant	\$ 10,000
Private Dollar Match	The borrower is providing over 1 times the Burlington Grant amount as part of the project which includes refinancing the recent building purchase and significant building renovations. This is a combination of cash equity and bank financing.
RLF Term/Amortization	N/A
RLF Collateral	N/A

RLF Guarantors	N/A
Other Notes	The company has secured a commitment letter from Community State Bank and has an application pending with the US Small Business Administration for this project financing.

Summary and Recommendation

RCEDC staff recommends approval of this grant request. The proposed improvements to the Clinical Psychology Associates of Burlington will not only support the business growth and the creation and retention of permanent jobs but it will also improve and occupy a currently vacant building. The request also comes with the credit recommendation of RCEDC's Loan Advisory Committee.

Exhibit A

Burlington Revolving Loan Fund Portfolio - As of January 31, 2020

Loans	Loan Balance As of 1.31.2020	Monthly Amount Returned for Lending	Balloon/ Maturity
Developer Loan	\$ 136,563.85	\$ 468.52	12/1/2031 B
Developer Loan	\$ 25,000.00	\$ 41.67	2/1/2037 B
Hospitality Business	\$ 804,577.95	\$ 6,407.68	10/1/2021 B
Manufacturing Business	\$ 200,000.00	-	2/1/2023 F
Retail/Service Business	\$ 28,736.56	\$ 1,219.30	1/1/2022 M
Developer Loan	\$ 129,106.65	\$ 691.78	3/1/2023
6 Active Loans	\$ 1,323,985.01	\$ 8,828.95	

B= Balloon
M=Matures
F=Forgiven

2019 Grant Funds Summary	
2019 Grant Allocation	\$ 98,000.00
<i>Approved Grants:</i>	
Fox River Plaza	\$ (14,680.50)
PAC	\$ (10,000.00)
Miller Motor	\$ (15,000.00)
The Runaway	\$ (15,000.00)
Jean Dibble Portrait Studio	\$ (15,000.00)
2019 Balance Remaining	\$ 28,319.50
<i>Applications Pending:</i>	
Low Daily Brewery*	\$ (15,000.00)
The Loop*	\$ (13,319.50)
Balance Remaining	\$ -

2020 Grant Funds Summary	
2020 Grant Allocation	\$ 50,000.00
<i>Approved Grants:</i>	
None	
2020 Balance Remaining	\$ 50,000.00
<i>Applications Pending:</i>	
Clinical Psychology Associates	\$ (10,000.00)
Balance Remaining	\$ 40,000.00

Amount Available for Loans:	
Cash As Of 12.31.2019	\$ 442,155.72
Less 2019 Grant Allocation	\$ (98,000.00)
Less 2020 Grant Allocation	\$ (50,000.00)
Cash After Grant Allocations*	\$ 294,155.72
<i>Loan Commitments Pending Closing:</i>	
The Runaway Micropub	\$ (50,000.00)
Jean Dibble Portrait Studio	\$ (71,775.00)
Cash Remaining	\$ 172,380.72
<i>Applications in Process:</i>	
Low Daily Brewery	\$ 100,000.00

* Note: Monthly repayments are \$8,828.95 adding to dollars available to lend. Total principal being repaid is \$1,123,985



DATE: March 3, 2020

SUBJECT: RESOLUTION 5002(55) - To amend the Cash Deposit Schedule for the City of Burlington regarding municipal court.

SUBMITTED BY: Carina Walters, City Administrator

BACKGROUND/HISTORY:

The City maintains a bond schedule that encapsulates all fines associated with Municipal Ordinance violations (non-traffic violations). This bond schedule was last updated in February 2014. In an effort to be fiscally responsible, as well as cognizant of trends among comparable communities, staff analyzed this schedule to remain consistent with other municipalities.

The fees that were amended are incorporated on the attached fee schedule in red.

Additionally, cases involving 2nd offense possession of THC and possession of drug paraphernalia (Chapters 135-1 and 135-2C) were added to the schedule. Previously the police department had to send these cases to the Racine County District Attorney’s (DA) office first for prosecution, but the DA’s office would typically deny prosecution and send it back to be prosecuted in Municipal Court. The DA’s office and the police department recently agreed that the Municipal Court would prosecute cases involving 2nd Offense THC/drug paraphernalia possessions without having to refer to the DA first, so additional fees for these needed to be added.

Please note, bond amounts on traffic citations are set by the state, however, the municipal court, with the approval of the governing body of the municipality, shall set the deposit schedule for all other cases. (Wis. Stat. Section. 800.037)

This evening, Kelly Iselin, Municipal Court Judge, is here to present this item.

BUDGET/FISCAL IMPACT:

As a matter of best practices, fees associated with the official Cash Deposit Schedule should be evaluated yearly.

RECOMMENDATION:

Staff recommends approval of the amended Cash Deposit Schedule.

TIMING/IMPLEMENTATION:

This item is for discussion at the March 3, 2020 Committee of the Whole meeting, and is scheduled for final consideration at the March 17, 2020 Common Council meeting.

Attachments

- RES 5002(55) Amended Bond Schedule
- Revised Bond Schedule - redlined
- 2014 Bond Schedule

**A RESOLUTION AMENDING THE CASH DEPOSIT SCHEDULE
FOR THE CITY OF BURLINGTON**

WHEREAS the City of Burlington has adopted the Code of the City of Burlington and established penalties for violation of the Code, and has established a Cash Deposit Schedule in order to provide uniform enforcement of the penalty amounts; and,

WHEREAS the penalties provided in the Code and Cash Deposit Schedule should be adjusted from time to time to reflect both the seriousness of the offenses and the cost of enforcement, and to maximize the deterrent effect of the penalty; and,

NOW, THEREFORE, BE IT RESOLVED by the City of Burlington Common Council, that, pursuant to all of the above, the City of Burlington Cash Deposit Schedule attached hereto is approved and adopted in its entirety.

BE IT FURTHER RESOLVED that the Cash Deposit Schedule shall be kept on file in the office of the City Clerk.

Introduced: March 3, 2020

Adopted:

Jeannie Hefty, Mayor

Attest:

Diahnn Halbach, City Clerk

Bond Schedule 2020							
Ordinance Number	Offense	Deposit	Court Costs	Penalty Surchg	Jail Assmt	Crime Lab	Total
Chapter 1	GENERAL PROVISIONS						
*1-14	Altering or tampering with Code	\$500.00	\$38.00	\$130.00	\$10.00	\$13.00	\$691.00
Chapter 22	DEPARTMENTS						
*22-21	Interference with fire fighters	\$300.00	\$38.00	\$78.00	\$10.00	\$13.00	\$439.00
*22-22C	Failure to assist fire fighter	\$150.00	\$38.00	\$39.00	\$10.00	\$13.00	\$250.00
*22-22D	Injury to fire apparatus	\$150.00	\$38.00	\$39.00	\$10.00	\$13.00	\$250.00
*22-23	Other Departments violation	\$150.00	\$38.00	\$39.00	\$10.00	\$13.00	\$250.00
Chapter 31	EMERGENCY GOVERNMENT						
*31-9B	Violation of Emergency Parking Rules (except snow emergency-see 293-4)	\$150.00	\$38.00	\$39.00	\$10.00	\$13.00	\$250.00
31-13	Other Emergency Gov. violation	\$250.00	\$38.00	\$65.00	\$10.00	\$13.00	\$376.00
Chapter 35	ETHICS, CODE OF						
*35-7	Ethics violation	\$500.00	\$38.00	\$130.00	\$10.00	\$13.00	\$691.00
Chapter 60	OFFICIAL MAP						
*60-11A	Official Map chapter violation	\$150.00	\$38.00	\$39.00	\$10.00	\$13.00	\$250.00
Chapter 80	SMOKING IN MUNICIPAL BUILDINGS						
*80-1	Smoking in Municipal Building	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
Chapter 93	AIRPORT						
93-11B	Airport Violation	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
	2nd Offense within 1 year	\$150.00	\$38.00	\$39.00	\$10.00	\$13.00	\$250.00
Chapter 96	ALARM SYSTEMS						
*96-2	Intentional False Alarm	\$250.00	\$38.00	\$65.00	\$10.00	\$13.00	\$376.00
96-6	False Alarm, third violation	\$150.00	\$38.00	\$39.00	\$10.00	\$13.00	\$250.00
	Fourth or subsequent offense within 1 year	\$200.00	\$38.00	\$52.00	\$10.00	\$13.00	\$313.00
*96-8	Municipal Alarm violation, other	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
96-12	False Alarm, third violation	\$150.00	\$38.00	\$39.00	\$10.00	\$13.00	\$250.00
	Fourth or subsequent offense within 1 year	\$200.00	\$38.00	\$52.00	\$10.00	\$13.00	\$313.00
*96-13	Private alarm violation, other	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
Chapter 100	AMUSEMENTS AND SPECIAL EVENTS						
*100-1A	Public Amusement or Show w/o License	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
*100-2B	Public Dance Hall License Required	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
*100-2C	Public Dance Permit Required	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
*100-3	Block Party permit required	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
*100-4B	Music device-License Required	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
*100-4F	Music device-Hours of Operation	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
*100-5B	Special event-license required	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
*100-6	Other Amusements/Special Events violation	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00

*Penalty doubles for 2nd off. in one yr; **Penalty doubles for 2nd off. in one yr, triples for 3rd off. in one yr.

Chapter 104	ANIMALS						
104-2A	Livestock Animals Prohibited	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
104-3	Dog License Required	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
104-4	Cat License Required	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
104-5	Vaccinations Required for Dogs & Cats	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
104-6A	Damage to Property by Dogs or Cats	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
104-6B	Dog & Cat Wastes	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
104-7	Animal Pens	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
104-8A	Dogs or Cats Running at Large	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
104-8B	Dogs & Cats Not Permitted in Cemeteries	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
104-8C	Dogs & Cats Not Permitted at Parks, Beaches and Swimming Areas (except dogs in dog parks)	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
104-9	Habitually Noisy Animals	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
104-10B(1)	Number of Animals Limited	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
104-10C	Improper Kennel Location	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
104-11A	Cruelty To Animals	\$250.00	\$38.00	\$65.00	\$10.00	\$13.00	\$376.00
104-11B	Neglect of Animal	\$200.00	\$38.00	\$52.00	\$10.00	\$13.00	\$313.00
104-12	Keeping Birds & Animals Commercially w/o a License	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
104-13	Killing or Injuring Birds	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
104-14	Pigeon Control Violation	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
104-15	Bee Keeping Violation	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
104-16A	Keeping Wild or Vicious Animal Prohibited	\$200.00	\$38.00	\$52.00	\$10.00	\$13.00	\$313.00
104-16B	Keeping Wild Animal as Pet Prohibited	\$200.00	\$38.00	\$52.00	\$10.00	\$13.00	\$313.00
104-17A	Animal Bites Required to be Reported	\$150.00	\$38.00	\$39.00	\$10.00	\$13.00	\$250.00
104-17B	Animal Quarantine Violation	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
104-18	Keeping Animal & Bird Regulations	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
104-19	Other Animals violation	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
Chapter 110	BICYCLES						
*110-1	Bike Registration Required for Residents	\$75.00	\$38.00	\$19.50	\$10.00	\$13.00	\$155.50
*110-6	Other Bicycles violation	\$75.00	\$38.00	\$19.50	\$10.00	\$13.00	\$155.50
Chapter 115	BUILDING CONSTRUCTION						
*115-26	Building Construction violation	\$200.00	\$38.00	\$52.00	\$10.00	\$13.00	\$313.00
Chapter 119	BURNING, OPEN						
*119-1A	Violation of Open Burning restrictions	\$150.00	\$38.00	\$39.00	\$10.00	\$13.00	\$250.00
*119-1B	Trash Burning violation	\$150.00	\$38.00	\$39.00	\$10.00	\$13.00	\$250.00
*119-1C	Open Fire prohibition violation	\$150.00	\$38.00	\$39.00	\$10.00	\$13.00	\$250.00
*119-1D(1)	Unauthorized Grass Fire	\$150.00	\$38.00	\$39.00	\$10.00	\$13.00	\$250.00
*119-1D(2)	Cooking, Ceremony, Recreation Fire Violation	\$150.00	\$38.00	\$39.00	\$10.00	\$13.00	\$250.00
*119-1D(4)	Burning Restrictions and Regulation Violation	\$150.00	\$38.00	\$39.00	\$10.00	\$13.00	\$250.00

*Penalty doubles for 2nd off. in one yr; **Penalty doubles for 2nd off. in one yr, triples for 3rd off. in one yr.

*119-1D(4)(c)	No attendant at fire	\$150.00	\$38.00	\$39.00	\$10.00	\$13.00	\$250.00
*119-1D(4)(d)	Fire before noon or after 7:00 p.m.	\$150.00	\$38.00	\$39.00	\$10.00	\$13.00	\$250.00
*119-2	Violation Emergency Burning Restriction	\$150.00	\$38.00	\$39.00	\$10.00	\$13.00	\$250.00
*119-3	Other Open Burning violation	\$150.00	\$38.00	\$39.00	\$10.00	\$13.00	\$250.00
Chapter 128	CIGARETTES AND TOBACCO PRODUCTS						
128-1A	Sale without license (fine is max per statute)	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
128-1D	Sale without license 2nd or more (fine is per statute)	\$200.00	\$38.00	\$52.00	\$10.00	\$13.00	\$313.00
128-1D	Sale w/o license 2/ no due care (fine is per statute)	\$300.00	\$38.00	\$78.00	\$10.00	\$13.00	\$439.00
*128-1E	Sale to minor	\$200.00	\$38.00	\$52.00	\$10.00	\$13.00	\$313.00
*128-1F	Minor false ID to receive cig/tobacco	\$50.00	\$38.00	\$13.00	\$10.00	\$13.00	\$124.00
*128-1F	Minor purchase/possess cig/tobacco	\$50.00	\$38.00	\$13.00	\$10.00	\$13.00	\$124.00
128-1F	Purch for/provide Tobacco to minor 1st/30 mo	\$200.00	\$38.00	\$52.00	\$10.00	\$13.00	\$313.00
ss. 254.92	Purch for/provide Tobacco to minor 2nd/30 mo	\$300.00	\$38.00	\$78.00	\$10.00	\$13.00	\$439.00
	Purch for/provide Tobacco to minor 3rd/30 mo	\$500.00	\$38.00	\$130.00	\$10.00	\$13.00	\$691.00
	Purch for/provide Tobacco to minor 4th+/30 mo, send to DA						
Chapter 135	DRUGS AND DRUG PARAPHERNALIA						
135-1	Possession of Marijuana or THC, 1st Offense	\$250.00	\$38.00	\$65.00	\$10.00	\$13.00	\$376.00
NEW	2nd or Subsequent Violation	\$400.00	\$38.00	\$104.00	\$10.00	\$13.00	\$565.00
135-2C(1)	Poss. Drug Paraphernalia Age 17+ 1st/12 mo	\$250.00	\$38.00	\$65.00	\$10.00	\$13.00	\$376.00
	2nd or Subsequent Violation	\$400.00	\$38.00	\$104.00	\$10.00	\$13.00	\$565.00
	Poss. Drug Paraphernalia Age<17 1st/12 mo	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
	2nd or Subsequent Violation	\$200.00	\$38.00	\$52.00	\$10.00	\$13.00	\$313.00
135-2C(2)	Mfr/Del. Drug Paraphernalia Age 17+ 1st/12 mo	\$300.00	\$38.00	\$78.00	\$10.00	\$13.00	\$439.00
	Mfr/Del. Drug Paraphernalia Age<17 1st/12 mo	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
	[2nd or Subsequent Violation- refer to DA]						
135-2C(3)	Del. Drug Para. by Age<17 to Age <17 1st/12 mo	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
	[2nd or Subsequent Violation- refer to DA]						
	[Del. Para. by Age 17+ to Age<17 refer to DA]						
Chapter 142	ELECTRICAL WORK AND INSPECTIONS						
Chpt 142	Electrical Work and Inspections Violation	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
	2nd Offense within 1 year	\$150.00	\$38.00	\$39.00	\$10.00	\$13.00	\$250.00
Chapter 155	FIRE PREVENTION & FIREWORKS						

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*155-2	Specified violations -see Code s. 155-21						
155-2H(1)	Failure to comply with order	\$150.00	\$38.00	\$39.00	\$10.00	\$13.00	\$250.00
155-2H(2)	Other fire prevention violation	\$150.00	\$38.00	\$39.00	\$10.00	\$13.00	\$250.00
155-39A	Sale or Discharge of Fireworks	\$300.00	\$38.00	\$78.00	\$10.00	\$13.00	\$439.00
155-39B	Possession/Use of Fireworks w/o permit	\$150.00	\$38.00	\$39.00	\$10.00	\$13.00	\$250.00
155-39H	Allow minor to sell, disch., possess or use fireworks	\$300.00	\$38.00	\$78.00	\$10.00	\$13.00	\$439.00
Chapter 165	GEOGRAPHICAL DESIGNATION AND LOGO						
*165-1	Use of Designation and Logo without license	\$150.00	\$38.00	\$39.00	\$10.00	\$13.00	\$250.00
*165-2	Use of Logo without license	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
Chapter 170	GRAFITTI						
*170-3	Application of grafitti	\$150.00	\$38.00	\$39.00	\$10.00	\$13.00	\$250.00
*170-7	Other Grafitti violation	\$150.00	\$38.00	\$39.00	\$10.00	\$13.00	\$250.00
Chapter 175	HAZARDOUS MATERIALS						
*175-1	Prohibited discharge violation	\$150.00	\$38.00	\$39.00	\$10.00	\$13.00	\$250.00
*175-7	Other hazardous materials violation	\$150.00	\$38.00	\$39.00	\$10.00	\$13.00	\$250.00
Chapter 181	HOUSING STANDARDS						
*181-2	Property Maintenance Code Violation	\$150.00	\$38.00	\$39.00	\$10.00	\$13.00	\$250.00
	2nd Offense within 1 year	\$200.00	\$38.00	\$52.00	\$10.00	\$13.00	\$313.00
Chapter 187	INTOXICATING LIQUORS AND FERMENTED MALT BEVERAGES						
*187-1	Possession of open container in public -- only applies to age 21 and over/ <21, see below	\$225.00	\$38.00	\$58.50	\$10.00	\$13.00	\$344.50
*187-2	Possession of beer/liquor in park	\$225.00	\$38.00	\$58.50	\$10.00	\$13.00	\$344.50
*187-3	Poss. or consume beer/liquor in unlicensed public place	\$225.00	\$38.00	\$58.50	\$10.00	\$13.00	\$344.50
*187-4	Other Possession in public areas violation	\$225.00	\$38.00	\$58.50	\$10.00	\$13.00	\$344.50
187-5	Adopting Chapter 125, Statutes-See bond book for base fine, including juvenile violations, unless listed						
*187-6	Serve, sell, etc. without license	\$250.00	\$38.00	\$65.00	\$10.00	\$13.00	\$376.00
*187-13 or -14	Violation of license regulations	\$250.00	\$38.00	\$65.00	\$10.00	\$13.00	\$376.00
*187-18	All Other Liquor Law Age 17 & Over	\$250.00	\$38.00	\$65.00	\$10.00	\$13.00	\$376.00
	Any Liquor Law Violation Age <17	\$50.00	\$38.00	\$13.00	\$10.00	\$13.00	\$124.00
Chapter 193	JUNK COLLECTORS AND JUNK DEALERS						
*193-2	Junk Collector/Dealer Operating w/o License	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
*193-7	Improper Posting of Junk License	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
*193-8A(1)	Licensee Conducting Business at Other Than Licensed Premises	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00

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*193-8A(2)	Improper Fence Around Licensed Premises	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
*193-8A(3)	Building Not Fireproof Construction	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
*193-8A(5)	Hours violation, Purchase from person under 18 or from intoxicated person	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
*193-8A(6)	Articles to be Retained at Least 2 Days	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
*193-8B(1)	Junk Merchant Required to Keep Records	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
*193-9A	Junk Merchant Motor Vehicle Records	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
*193-9B	Motor Vehicle Record Copy to Police	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
*193-9C	Destroying Motor Vehicle Identity Prohibited	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
*193-10A	Stolen Goods Report to Police	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
*193-12	Other Junk violation	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
Chapter 200	LITTERING						
*200-2A	Littering by Pedestrians & Motorists	\$125.00	\$38.00	\$32.50	\$10.00	\$13.00	\$218.50
*200-2C	Littering with Handbills, Leaflets, Etc.	\$125.00	\$38.00	\$32.50	\$10.00	\$13.00	\$218.50
*200-2D	Failure to Provide Litter receptacles	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
*200-2E	Household solid waste in public receptacle	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
*200-2F	Household solid waste in private receptacle	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
*200-3A	Transporting-Cargo Must be Covered	\$150.00	\$38.00	\$39.00	\$10.00	\$13.00	\$250.00
*200-4A	No Containers at Loading/Unloading Site	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
*200-4B	Failure to Clean Loading/Unloading Site	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
*200-5A	Litter at Construction/Demolition Site	\$150.00	\$38.00	\$39.00	\$10.00	\$13.00	\$250.00
*200-5B	No Containers at Construction/Demolition	\$150.00	\$38.00	\$39.00	\$10.00	\$13.00	\$250.00
*200-5C	Show Proof of Proper Disposition of Litter	\$150.00	\$38.00	\$39.00	\$10.00	\$13.00	\$250.00
*200-6A	Improper Commercial Container	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
*200-6B	Uncovered Commercial Container	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
*200-6C	Defective Commercial Container	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
*200-6D	Commercial Waste in Public Container	\$350.00	\$38.00	\$91.00	\$10.00	\$13.00	\$502.00
*200-6E	Commercial Waste in Private Container	\$350.00	\$38.00	\$91.00	\$10.00	\$13.00	\$502.00
*200-8A	Litter on Private Premises	\$125.00	\$38.00	\$32.50	\$10.00	\$13.00	\$218.50
*200-8B	Litter on Sidewalks and Parkways	\$125.00	\$38.00	\$32.50	\$10.00	\$13.00	\$218.50
*200-8C	Litter in alleys	\$125.00	\$38.00	\$32.50	\$10.00	\$13.00	\$218.50
*200-8D	Sweeping Litter into Streets	\$125.00	\$38.00	\$32.50	\$10.00	\$13.00	\$218.50
*200-9	Other Littering violation	\$125.00	\$38.00	\$32.50	\$10.00	\$13.00	\$218.50
Chapter 204	LOITERING						
*204-5	Loitering Violation	\$50.00	\$38.00	\$13.00	\$10.00	\$13.00	\$124.00
Chapter 211	MINORS						
211-1	Curfew	\$50.00	\$38.00	\$13.00	\$10.00	\$13.00	\$124.00
211-2C(1)	Truancy	\$50.00	\$38.00	\$13.00	\$10.00	\$13.00	\$124.00

*Penalty doubles for 2nd off. in one yr; **Penalty doubles for 2nd off. in one yr, triples for 3rd off. in one yr.

	2nd or subsequent violation within 1 year, not to exceed \$500 per semester	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
211-2C(2)	Habitual Truancy	\$500.00	\$38.00	\$130.00	\$10.00	\$13.00	\$691.00
*211-4	Bond for all other ordinance Juvenile Offenses except Traffic, Tobacco (128-1F), Drugs (ch. 135), Grafitti (ch. 170), Liquor (187-18) and Retail Theft (238-19)	\$50.00	\$38.00	\$13.00	\$10.00	\$13.00	\$124.00
Chapter 219	NOISE						
*219-1A	Loud & Unnecessary Noise	\$150.00	\$38.00	\$39.00	\$10.00	\$13.00	\$250.00
*219-1B(1)	Loud & Unnecessary Noise-Motor Vehicle	\$150.00	\$38.00	\$39.00	\$10.00	\$13.00	\$250.00
*219-1B(2)	Loud & Unnecessary Noise-Stereo	\$150.00	\$38.00	\$39.00	\$10.00	\$13.00	\$250.00
*219-1B(3)	Loud & Unnecessary Noise-Advertising	\$150.00	\$38.00	\$39.00	\$10.00	\$13.00	\$250.00
*219-1B(4)	Loud & Unnecessary Noise-Exhaust	\$150.00	\$38.00	\$39.00	\$10.00	\$13.00	\$250.00
*219-1B(5)	Loud & Unnecessary Noise-Construction	\$450.00	\$38.00	\$117.00	\$10.00	\$13.00	\$628.00
*219-1B(6)	Loud & Unnecessary Noise-near schools, etc.	\$150.00	\$38.00	\$39.00	\$10.00	\$13.00	\$250.00
*219-1B(7)	Loud & Unnecessary Noise-Brakes	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
*219-1B(8)	Loud & Unnecessary Noise-Railroad	\$150.00	\$38.00	\$39.00	\$10.00	\$13.00	\$250.00
*219-1D	Use of Loudspeaker w/o or outside of permit	\$150.00	\$38.00	\$39.00	\$10.00	\$13.00	\$250.00
Chapter 223	NONINTOXICATING AND SODA WATER BEVERAGES						
*223-4	Nonintoxicating Bev. Violation	\$50.00	\$38.00	\$13.00	\$10.00	\$13.00	\$124.00
Chapter 227	NUISANCES						
*227-3A	Adulterated Food	\$150.00	\$38.00	\$39.00	\$10.00	\$13.00	\$250.00
*227-3B	Unburied Carcass	\$75.00	\$38.00	\$19.50	\$10.00	\$13.00	\$155.50
*227-3C	Breeding Places for Vermin	\$150.00	\$38.00	\$39.00	\$10.00	\$13.00	\$250.00
*227-3D	Stagnant Water	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
*227-3E	Garbage Cans & Privies	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
*227-3F	Noxious Weeds/Excess Vegetation	\$50.00	\$38.00	\$13.00	\$10.00	\$13.00	\$124.00
*227-3G	Air Pollution	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
*227-3H	Water Pollution	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
*227-3I	Noxious Odors	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
*227-3J	Street Pollution	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
*227-3K	Storage of Junk	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
227-4A	Disorderly House	\$300.00	\$38.00	\$78.00	\$10.00	\$13.00	\$439.00
	2nd & Subsequent Offense within 1 Year	\$500.00	\$38.00	\$130.00	\$10.00	\$13.00	\$691.00
227-4B	Gambling Devices	\$200.00	\$38.00	\$52.00	\$10.00	\$13.00	\$313.00
	2nd & Subsequent Offense within 1 Year	\$300.00	\$38.00	\$78.00	\$10.00	\$13.00	\$439.00
227-4C	Unlicensed Sale of Intoxicants	\$350.00	\$38.00	\$91.00	\$10.00	\$13.00	\$502.00
	2nd & Subsequent Offense within 1 Year	\$500.00	\$38.00	\$130.00	\$10.00	\$13.00	\$691.00
227-4D	Continuous Violation of City Ordinances	\$500.00	\$38.00	\$130.00	\$10.00	\$13.00	\$691.00
227-4E	Illegal Drinking Premises	\$200.00	\$38.00	\$52.00	\$10.00	\$13.00	\$313.00

*Penalty doubles for 2nd off. in one yr; **Penalty doubles for 2nd off. in one yr, triples for 3rd off. in one yr.

	2nd & Subsequent Offense within 1 Year	\$300.00	\$38.00	\$78.00	\$10.00	\$13.00	\$439.00
*227-5A	Unsafe Signs & Billboards	\$50.00	\$38.00	\$13.00	\$10.00	\$13.00	\$124.00
*227-5B	Illegal Buildings	\$150.00	\$38.00	\$39.00	\$10.00	\$13.00	\$250.00
*227-5C	Unauthorized Traffic Signs	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
*227-5D	Obstruction of Intersections	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
*227-5E	Tree Limbs Less Than 9' Over Sidewalk	\$50.00	\$38.00	\$13.00	\$10.00	\$13.00	\$124.00
*227-5F	Dangerous Trees	\$50.00	\$38.00	\$13.00	\$10.00	\$13.00	\$124.00
*227-5G	Unlawful Use of Fireworks	\$300.00	\$38.00	\$78.00	\$10.00	\$13.00	\$439.00
*227-5H	Dilapidated Buildings	\$300.00	\$38.00	\$78.00	\$10.00	\$13.00	\$439.00
*227-5I	Wires Strung Less Than 15' High	\$50.00	\$38.00	\$13.00	\$10.00	\$13.00	\$124.00
*227-5J	Obstruction of Streets, Excavations	\$250.00	\$38.00	\$65.00	\$10.00	\$13.00	\$376.00
*227-5K	Unlawful Assembly	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
*227-5L	Flammable Liquids	\$150.00	\$38.00	\$39.00	\$10.00	\$13.00	\$250.00
*227-6	Violation of Park Board rules	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
*227-12	All other ch. 227 violations	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
Chapter 234	PARKS AND PUBLIC AREAS						
*234-1	Swim Suit Required for Swimming	\$150.00	\$38.00	\$39.00	\$10.00	\$13.00	\$250.00
*234-2A	In Park after Hours	\$150.00	\$38.00	\$39.00	\$10.00	\$13.00	\$250.00
*234-2B(2)	Violation of Dog Park Regulation	\$150.00	\$38.00	\$39.00	\$10.00	\$13.00	\$250.00
*234-2C	Horses in Parks	\$150.00	\$38.00	\$39.00	\$10.00	\$13.00	\$250.00
*234-2D	Vehicles in Parks	\$150.00	\$38.00	\$39.00	\$10.00	\$13.00	\$250.00
*234-3	Camping in Park without permit	\$150.00	\$38.00	\$39.00	\$10.00	\$13.00	\$250.00
*234-4	Plant/Remove Trees/Shrubs without permit	\$150.00	\$38.00	\$39.00	\$10.00	\$13.00	\$250.00
234-5	Other Parks violation	\$150.00	\$38.00	\$39.00	\$10.00	\$13.00	\$250.00
Chapter 238	PEACE AND GOOD ORDER						
*238-1	Obstructing Streets & Sidewalks	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
*238-2	Unlawful Assembly	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
*238-3A	Unauthorized Presence on School grounds	\$150.00	\$38.00	\$39.00	\$10.00	\$13.00	\$250.00
*238-3B	Loitering on School Grounds, Student	\$50.00	\$38.00	\$13.00	\$10.00	\$13.00	\$124.00
*238-4A	DC-Disturbing the Peace	\$200.00	\$38.00	\$52.00	\$10.00	\$13.00	\$313.00
*238-4B	DC-Fighting	\$200.00	\$38.00	\$52.00	\$10.00	\$13.00	\$313.00
*238-4C	DC-Annoyance Telephone Calls	\$200.00	\$38.00	\$52.00	\$10.00	\$13.00	\$313.00
*238-4D	DC-Annoyance computer messages	\$200.00	\$38.00	\$52.00	\$10.00	\$13.00	\$313.00
238-4.2	Disrupting a funeral / mem. service -1st offense [2nd offense, refer to DA]	\$500.00	\$38.00	\$130.00	\$10.00	\$13.00	\$691.00
*238-4.5	Harassment Age 17+	\$250.00	\$38.00	\$65.00	\$10.00	\$13.00	\$376.00
	Harassment Age <17	\$50.00	\$38.00	\$13.00	\$10.00	\$13.00	\$124.00
238-5A	Trespass to Land	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
238-5B	Trespass to Dwelling	\$150.00	\$38.00	\$39.00	\$10.00	\$13.00	\$250.00
238-5C	Trespass to Medical Facility	\$150.00	\$38.00	\$39.00	\$10.00	\$13.00	\$250.00
238-5D	Trespass to construction site/locked room	\$150.00	\$38.00	\$39.00	\$10.00	\$13.00	\$250.00
238-6A	Entry into locked vehicle	\$150.00	\$38.00	\$39.00	\$10.00	\$13.00	\$250.00
238-6B	Entry into locked coin box	\$150.00	\$38.00	\$39.00	\$10.00	\$13.00	\$250.00
238-7	Theft-Value < or = \$2500.00, ss. 943.20						
	Value under \$25	\$150.00	\$38.00	\$39.00	\$10.00	\$13.00	\$250.00
	Value \$25-\$50	\$200.00	\$38.00	\$52.00	\$10.00	\$13.00	\$313.00
	Value \$50-\$100	\$250.00	\$38.00	\$65.00	\$10.00	\$13.00	\$376.00

*Penalty doubles for 2nd off. in one yr; **Penalty doubles for 2nd off. in one yr, triples for 3rd off. in one yr.

	Value over \$100	\$300.00	\$38.00	\$78.00	\$10.00	\$13.00	\$439.00
	2nd or Subsequent Offense in 1 Year	\$500.00	\$38.00	\$130.00	\$10.00	\$13.00	\$691.00
238-7.1	Theft of Telecommunications	\$150.00	\$38.00	\$39.00	\$10.00	\$13.00	\$250.00
238-7.2	Theft of Commercial Mobile Service	\$150.00	\$38.00	\$39.00	\$10.00	\$13.00	\$250.00
238-7.3	Theft of Video Service	\$150.00	\$38.00	\$39.00	\$10.00	\$13.00	\$250.00
238-7.4	Theft of Satellite Cable Programming	\$150.00	\$38.00	\$39.00	\$10.00	\$13.00	\$250.00
238-8	Resisting an Officer	\$300.00	\$38.00	\$78.00	\$10.00	\$13.00	\$439.00
	2nd Offense within 1 year	\$500.00	\$38.00	\$130.00	\$10.00	\$13.00	\$691.00
*238-9	Gambling & Fraudulent Devices	\$150.00	\$38.00	\$39.00	\$10.00	\$13.00	\$250.00
*238-10	Prostitution	\$300.00	\$38.00	\$78.00	\$10.00	\$13.00	\$439.00
*238-11	Pandering	\$300.00	\$38.00	\$78.00	\$10.00	\$13.00	\$439.00
*238-12	Public fornication, public gratification, lewd & lascivious behavior, lewd drawing or writing, obscene electronic messages	\$300.00	\$38.00	\$78.00	\$10.00	\$13.00	\$439.00
*238-13	Display of Sexually Explicit Material in Establishments Accessible to Minors	\$300.00	\$38.00	\$78.00	\$10.00	\$13.00	\$439.00
*238-14	Indecent Advertising	\$300.00	\$38.00	\$78.00	\$10.00	\$13.00	\$439.00
*238-15	Damage to or Destruction of Property	\$300.00	\$38.00	\$78.00	\$10.00	\$13.00	\$439.00
*238-16	Open Cisterns, Wells, Basements, etc.	\$150.00	\$38.00	\$39.00	\$10.00	\$13.00	\$250.00
*238-17	Abandoned ice box, refrigerator or container	\$150.00	\$38.00	\$39.00	\$10.00	\$13.00	\$250.00
238-18	Issuance of Worthless Check < or = \$2500	\$300.00	\$38.00	\$78.00	\$10.00	\$13.00	\$439.00
	2nd or Subsequent Violation Within 1 Year	\$500.00	\$38.00	\$130.00	\$10.00	\$13.00	\$691.00
*238-19	Retail theft-value < or = \$500, ss. 943.50	\$300.00	\$38.00	\$78.00	\$10.00	\$13.00	\$439.00
	Age <17, retail theft value < or = \$500	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
*238-20	Demolition of historic building without authorization, ss. 943.014	\$500.00	\$38.00	\$130.00	\$10.00	\$13.00	\$691.00
*238-21	Fraud on hotel or restaurant keeper or taxicab operator, value < or = \$2500, ss. 943.21	\$200.00	\$38.00	\$52.00	\$10.00	\$13.00	\$313.00
*238-22	Receiving stolen property, value < or = \$2500, ss. 943.34	\$300.00	\$38.00	\$78.00	\$10.00	\$13.00	\$439.00
*238-23	Theft of library material, value < or = \$2500, ss. 943.61	\$300.00	\$38.00	\$78.00	\$10.00	\$13.00	\$439.00
*238-24	Spitting	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
*238-25	Other Peace and Good Order violation	\$150.00	\$38.00	\$39.00	\$10.00	\$13.00	\$250.00
Chapter 243	PLUMBING						
Chpt 243	Plumbing Violations	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
	2nd Offense within 1 year	\$200.00	\$38.00	\$52.00	\$10.00	\$13.00	\$313.00
Chapter 254	SALES						
*254-1	Direct Sales Without Proper Registration	\$150.00	\$38.00	\$39.00	\$10.00	\$13.00	\$250.00
*254-1G(1)(a)	Calling at Dwelling before 9am & after 6pm; or	\$150.00	\$38.00	\$39.00	\$10.00	\$13.00	\$250.00
	where Posted "No Solicitors" Etc.; or						
	calling at the Rear Door of Any Place						

*Penalty doubles for 2nd off. in one yr; **Penalty doubles for 2nd off. in one yr, triples for 3rd off. in one yr.

*254-1G(1)(b)	False or Misleading Statements to Customers	\$250.00	\$38.00	\$65.00	\$10.00	\$13.00	\$376.00
*254-1G(1)(c)	Direct Seller Impeding Sidewalk or Street	\$150.00	\$38.00	\$39.00	\$10.00	\$13.00	\$250.00
*254-1G(1)(d)	Direct Seller Noise Violation	\$150.00	\$38.00	\$39.00	\$10.00	\$13.00	\$250.00
*254-1G(1)(e)	Direct Seller Allowing Litter to Accumulate	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
*254-1G(2)(a)	Identity Disclosure Required	\$150.00	\$38.00	\$39.00	\$10.00	\$13.00	\$250.00
*254-1G(2)(b)	Right to Cancel Notice Required	\$150.00	\$38.00	\$39.00	\$10.00	\$13.00	\$250.00
*254-1G(2)(c)	Written Terms Required for Later Delivery	\$150.00	\$38.00	\$39.00	\$10.00	\$13.00	\$250.00
*254-1.1	Weights and Measures violation	\$300.00	\$38.00	\$78.00	\$10.00	\$13.00	\$439.00
*254-2A	Vendor Vehicle permit required	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
*254-3	Farmer's Market permit required	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
*254-4	Rummage Sale Ordinance - Warning Required						
	for All 1st Offense Violations						
*254-4B	Selling Items Other than Personal Property	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
*254-4C	Hours and place of operation violation	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
*254-4D or E	Rummage Sale Sign Violation	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
*254-5C	Special Event sales permit required	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
*254-5D(1)	Sales within 500 feet of Chocolate City Fest.	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
*254-5D(2)	Sales/donation of unauthorized items along parade route	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
*254-5D(3)	Sales within 25 feet of curb from vehicle; sales in street by person on foot	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
*254-5D(4)	Sales outside of permit area	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
*254-6	Other Sales violation	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
Chapter 259	SEWERS						
259-29, 259-32	Sewer violation- No Bond; appearance required-- see specific section for increased forf. amt.						
Chapter 265	SOLID WASTE						
*265-3A(1)(a)	Improper Household Containerization	\$50.00	\$38.00	\$13.00	\$10.00	\$13.00	\$124.00
*265-3A(1)(b)	Containers inaccessible	\$50.00	\$38.00	\$13.00	\$10.00	\$13.00	\$124.00
*265-3A(1)(c)	Failure to clean up scattered refuse	\$50.00	\$38.00	\$13.00	\$10.00	\$13.00	\$124.00
*265-3A(3)	Failure to follow putout times and placement	\$50.00	\$38.00	\$13.00	\$10.00	\$13.00	\$124.00
*265-3B	Improper disposal of ammunition	\$150.00	\$38.00	\$39.00	\$10.00	\$13.00	\$250.00
*265-3C	Improper disposal of hazardous materials	\$200.00	\$38.00	\$52.00	\$10.00	\$13.00	\$313.00
*265-4B	Prohibited yard waste disposal	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
*265-5	Household Sharp Medical Waste Violation	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
*265-11	Failure to separate recyclables	\$50.00	\$38.00	\$13.00	\$10.00	\$13.00	\$124.00
*265-13	Failure to care for recyclables	\$50.00	\$38.00	\$13.00	\$10.00	\$13.00	\$124.00
*265-14	Failure to separate lead acid batteries, appliances, waste oil and yard waste	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00

*Penalty doubles for 2nd off. in one yr; **Penalty doubles for 2nd off. in one yr, triples for 3rd off. in one yr.

*265-15	Failure to properly prepare recyclables	\$50.00	\$38.00	\$13.00	\$10.00	\$13.00	\$124.00
*265-16	Failure to follow multiple family regulations-owner/agent liability	\$150.00	\$38.00	\$39.00	\$10.00	\$13.00	\$250.00
	2nd Offense within 1 Year	\$200.00	\$38.00	\$52.00	\$10.00	\$13.00	\$313.00
	3rd Offense within 1 Year	\$500.00	\$38.00	\$130.00	\$10.00	\$13.00	\$691.00
*265-17	Failure to follow non-residential regulations-owner/agent liability	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
	2nd Offense within 1 Year	\$200.00	\$38.00	\$52.00	\$10.00	\$13.00	\$313.00
	3rd Offense within 1 Year	\$500.00	\$38.00	\$130.00	\$10.00	\$13.00	\$691.00
*265-18	Prohibited disposal of separated recyclables, batteries, appliances, oil or yard waste	\$150.00	\$38.00	\$39.00	\$10.00	\$13.00	\$250.00
	Second violation	\$300.00	\$38.00	\$78.00	\$10.00	\$13.00	\$439.00
	Third or subsequent violation	\$1,000.00	\$38.00	\$260.00	\$10.00	\$13.00	\$1,321.00
*265-19	All Other Solid waste violations	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
Chapter 270	STORMWATER MANAGEMENT						
*270-13	Stormwater violation--no Bond, appearance required						
Chapter 274	STREETS AND SIDEWALKS						
*274-3	Street/Sidewalk Construction Without Permit	\$250.00	\$38.00	\$65.00	\$10.00	\$13.00	\$376.00
*274-6	Care of Parkways	\$125.00	\$38.00	\$32.50	\$10.00	\$13.00	\$218.50
*274-8	Obstruct Street by Trucks	\$500.00	\$38.00	\$130.00	\$10.00	\$13.00	\$691.00
	2nd Offense Within 1 Year	\$750.00	\$38.00	\$195.00	\$10.00	\$13.00	\$1,006.00
*274-9	Snow and Ice Removal	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
*274-11	Improper Use of Streets	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
*274-12	Other Streets and Sidewalks violation	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
Ch. 274 Art II	Right-of-way Management violation-no Bond, appearance required						
Chapter 278	SUBDIVISION OF LAND						
*278-14	Subdivision of Land violation-no Bond, appearance required						
Chapter 284	TATTOOING						
284-6	Tattooing violation- if enforced by Health Dept.	\$250.00	\$38.00	\$65.00	\$10.00	\$13.00	\$376.00
	[If not enforced by Health Dept., refer to HFS]						
Chapter 286	TAXATION						
286-10	Confidentiality violation	\$300.00	\$38.00	\$78.00	\$10.00	\$13.00	\$439.00
286-11	Room Tax violation-no bond, appearance required						
286-12	Failure to comply with inspection/audit--no bond, appearance required. See 286-12 for penalty						
Chapter 293	VEHICLES AND TRAFFIC						
293-2	Violation of Parking Restrictions not otherwise listed	\$30.00	\$38.00				\$68.00

*Penalty doubles for 2nd off. in one yr; **Penalty doubles for 2nd off. in one yr, triples for 3rd off. in one yr.

293-2	Violation of Reserved/Disabled Parking	\$100.00	\$38.00				\$138.00
293-3A	Angle Parking	\$30.00	\$38.00				\$68.00
293-3B	Municipal Parking Lots	\$30.00	\$38.00				\$68.00
293-3C	Marked Stalls	\$30.00	\$38.00				\$68.00
293-3D	Truck Parking	\$30.00	\$38.00				\$68.00
293-3E	Night Parking	\$30.00	\$38.00				\$68.00
293-3F	Parking in Alleys	\$30.00	\$38.00				\$68.00
293-4	Winter restricted parking	\$30.00	\$38.00				\$68.00
*293-5	Courtesy Parking Permit Violation	\$30.00	\$38.00				\$68.00
293-7	Snowmobile violation 1st Offense	\$125.00	\$38.00	\$32.50	\$10.00	\$13.00	\$218.50
	2nd & Subsequent Within 1 Year	\$200.00	\$38.00	\$52.00	\$10.00	\$13.00	\$313.00
293-8	Leaving Keys in Vehicle	\$125.00	\$38.00	\$32.50	\$10.00	\$13.00	\$218.50
*293-9A	DCMV, Unnecessary Acceleration	\$125.00	\$38.00	\$32.50	\$10.00	\$13.00	\$218.50
*293-9B	DCMV, Careless, unsafe, unreasonably loud	\$250.00	\$38.00	\$65.00	\$10.00	\$13.00	\$376.00
293-10	Weight Limits on Highway or City Street, Statutory Fee (see s. 348.21(3), Stats.), plus forfeiture	\$150.00	\$38.00	\$39.00	\$10.00	\$13.00	\$250.00
*293-13	Violation of state traffic laws on premises held open to the public	\$150.00	\$38.00	\$39.00	\$10.00	\$13.00	\$250.00
*293-14B(1)	Bicyclists to Observe Traffic Rules	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
*293-14B(2)	No Bicycle riding on Sidewalk in Central Business District or on "Pedestrian Only" marked walkway	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
*293-14B(3)	Trick Riding Prohibited in Street and in parking lot or private property w/o permission	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
*293-14B(4)	Towing Prohibited	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
*293-14C	Skateboards, roller skates, roller skis, scooters, play vehicles						
*293-14C(1)	No Skateboarding, roller skating, roller skiing, scooters or play vehicles in street, on sidewalks and parking lots in Central Business District, on "Pedestrian Only" marked walkways, and other specified areas	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
*293-14C(2)	Skateboarders, roller skaters, roller skiers, scooter riders and play vehicles--failure to yield to or endangers/interferes w/ pedestrian	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
*293-14D(1)	In-line skaters prohibited in sidewalks, streets, parking lots in Central Business District, streets w/ speed limits > 25 mph and other specified areas	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
*293-14D(2)	In-line skaters must be in single-file, ride safely and obey traffic rules when in street	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
*293-14E	Damage to property by bicyclist, skateboarder, in-line skater or rider of play vehicle	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
*293-14F	Parent or guardian authorization for violation of ch. 293	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
*293-15	All Other Chapter 293 Violations	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
*239-17	Interference with Parking Enforcement	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00

*Penalty doubles for 2nd off. in one yr; **Penalty doubles for 2nd off. in one yr, triples for 3rd off. in one yr.

*293-18	Abandoned/Unregistered Motor Vehicle violation	\$150.00	\$38.00	\$39.00	\$10.00	\$13.00	\$250.00
Chapter 297 VEHICLES FOR HIRE							
*297-1A(1)	Taxicab License Required	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
*297-1A(3)	Taxicab driver to be licensed	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
*297-1G	Taxicab License/Rates to be Posted in Cab	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
*297-1H	Taxicab to be Marked	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
*297-2A(1)	Carriage License Required	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
*297-2B(1)	Licensees to stay on established route	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
*297-2B(2)	Violation of hours/weather regulations	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
*297-2B(3)	Violation of sanitation requirements	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
*297-2B(4)	Violation of passenger limit / seating	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
*297-2B(5)	Violation of animal feeding, care and hours	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
*297-2B(6)	Failure to file certificate of soundness	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
*297-3	Other Vehicles for hire violation	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
Chapter 304 WATER							
304-10I	Violation of Lawn Sprinkling ban						
	First Offense-Warning						
	2nd Offense	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
	3rd Offense	\$200.00	\$38.00	\$52.00	\$10.00	\$13.00	\$313.00
304-14	Other Water violation-- no Bond, appearance required						
Chapter 308 WEAPONS							
*308-1B(1)	Carrying Concealed Weapon	\$250.00	\$38.00	\$65.00	\$10.00	\$13.00	\$376.00
*308-1B(2)	Carrying Loaded or Uncased Weapon	\$200.00	\$38.00	\$52.00	\$10.00	\$13.00	\$313.00
*308-1C	Discharge of Weapon	\$250.00	\$38.00	\$65.00	\$10.00	\$13.00	\$376.00
*308-2	Shooting Arrows & Other Missiles	\$250.00	\$38.00	\$65.00	\$10.00	\$13.00	\$376.00
*308-3	Other Weapons violation	\$250.00	\$38.00	\$65.00	\$10.00	\$13.00	\$376.00
Chapter 315 ZONING							
315-136	Zoning Code Violations	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
	2nd Offense within 1 year	\$200.00	\$38.00	\$52.00	\$10.00	\$13.00	\$313.00

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Bond Schedule 2014							
Ordinance Number	Offense	Deposit	Court Costs	Penalty Surchg	Jail Assmt	Crime Lab	Total
Chapter 1	GENERAL PROVISIONS						
*1-14	Altering or tampering with Code	\$500.00	\$38.00	\$130.00	\$10.00	\$13.00	\$691.00
Chapter 22	DEPARTMENTS						
*22-21	Interference with fire fighters	\$250.00	\$38.00	\$65.00	\$10.00	\$13.00	\$376.00
*22-22C	Failure to assist fire fighter	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
*22-22D	Injury to fire apparatus	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
*22-23	Other Departments violation	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
Chapter 31	EMERGENCY GOVERNMENT						
*31-9B	Violation of Emergency Parking Rules (except snow emergency-see 293-4)	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
31-13	Other Emergency Gov. violation	\$200.00	\$38.00	\$52.00	\$10.00	\$13.00	\$313.00
Chapter 35	ETHICS, CODE OF						
*35-7	Ethics violation	\$500.00	\$38.00	\$130.00	\$10.00	\$13.00	\$691.00
Chapter 60	OFFICIAL MAP						
*60-11A	Official Map chapter violation	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
Chapter 80	SMOKING IN MUNICIPAL BUILDINGS						
*80-1	Smoking in Municipal Building	\$50.00	\$38.00	\$13.00	\$10.00	\$13.00	\$124.00
Chapter 93	AIRPORT						
93-11B	Airport Violation	\$50.00	\$38.00	\$13.00	\$10.00	\$13.00	\$124.00
	2nd Offense within 1 year	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
Chapter 96	ALARM SYSTEMS						
*96-2	Intentional False Alarm	\$200.00	\$38.00	\$52.00	\$10.00	\$13.00	\$313.00
96-6	False Alarm, third violation	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
	Fourth or subsequent offense within 1 year	\$150.00	\$38.00	\$39.00	\$10.00	\$13.00	\$250.00
*96-8	Municipal Alarm violation, other	\$50.00	\$38.00	\$13.00	\$10.00	\$13.00	\$124.00
96-12	False Alarm, third violation	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
	Fourth or subsequent offense within 1 year	\$150.00	\$38.00	\$39.00	\$10.00	\$13.00	\$250.00
*96-13	Private alarm violation, other	\$50.00	\$38.00	\$13.00	\$10.00	\$13.00	\$124.00
Chapter 100	AMUSEMENTS AND SPECIAL EVENTS						
*100-1A	Public Amusement or Show w/o License	\$50.00	\$38.00	\$13.00	\$10.00	\$13.00	\$124.00
*100-2B	Public Dance Hall License Required	\$50.00	\$38.00	\$13.00	\$10.00	\$13.00	\$124.00
*100-2C	Public Dance Permit Required	\$50.00	\$38.00	\$13.00	\$10.00	\$13.00	\$124.00
*100-3	Block Party permit required	\$50.00	\$38.00	\$13.00	\$10.00	\$13.00	\$124.00
*100-4B	Music device-License Required	\$50.00	\$38.00	\$13.00	\$10.00	\$13.00	\$124.00
*100-4F	Music device-Hours of Operation	\$50.00	\$38.00	\$13.00	\$10.00	\$13.00	\$124.00
*100-5B	Special event-license required	\$50.00	\$38.00	\$13.00	\$10.00	\$13.00	\$124.00
*100-6	Other Amusements/Special Events violation	\$50.00	\$38.00	\$13.00	\$10.00	\$13.00	\$124.00

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Chapter 104	ANIMALS						
104-2A	Livestock Animals Prohibited	\$50.00	\$38.00	\$13.00	\$10.00	\$13.00	\$124.00
104-3	Dog License Required	\$50.00	\$38.00	\$13.00	\$10.00	\$13.00	\$124.00
104-4	Cat License Required	\$50.00	\$38.00	\$13.00	\$10.00	\$13.00	\$124.00
104-5	Vaccinations Required for Dogs & Cats	\$50.00	\$38.00	\$13.00	\$10.00	\$13.00	\$124.00
104-6A	Damage to Property by Dogs or Cats	\$50.00	\$38.00	\$13.00	\$10.00	\$13.00	\$124.00
104-6B	Dog & Cat Wastes	\$50.00	\$38.00	\$13.00	\$10.00	\$13.00	\$124.00
104-7	Animal Pens	\$50.00	\$38.00	\$13.00	\$10.00	\$13.00	\$124.00
104-8A	Dogs or Cats Running at Large	\$50.00	\$38.00	\$13.00	\$10.00	\$13.00	\$124.00
104-8B	Dogs & Cats Not Permitted in Cemeteries	\$50.00	\$38.00	\$13.00	\$10.00	\$13.00	\$124.00
104-8C	Dogs & Cats Not Permitted at Parks, Beaches and Swimming Areas (except dogs in dog parks)	\$50.00	\$38.00	\$13.00	\$10.00	\$13.00	\$124.00
104-9	Habitually Noisy Animals	\$50.00	\$38.00	\$13.00	\$10.00	\$13.00	\$124.00
104-10B(1)	Number of Animals Limited	\$50.00	\$38.00	\$13.00	\$10.00	\$13.00	\$124.00
104-10C	Improper Kennel Location	\$50.00	\$38.00	\$13.00	\$10.00	\$13.00	\$124.00
104-11A	Cruelty To Animals	\$200.00	\$38.00	\$52.00	\$10.00	\$13.00	\$313.00
104-11B	Neglect of Animal	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
104-12	Keeping Birds & Animals Commercially w/o a License	\$50.00	\$38.00	\$13.00	\$10.00	\$13.00	\$124.00
104-13	Killing or Injuring Birds	\$50.00	\$38.00	\$13.00	\$10.00	\$13.00	\$124.00
104-14	Pigeon Control Violation	\$50.00	\$38.00	\$13.00	\$10.00	\$13.00	\$124.00
104-15	Bee Keeping Violation	\$50.00	\$38.00	\$13.00	\$10.00	\$13.00	\$124.00
104-16A	Keeping Wild or Vicious Animal Prohibited	\$50.00	\$38.00	\$13.00	\$10.00	\$13.00	\$124.00
104-16B	Keeping Wild Animal as Pet Prohibited	\$50.00	\$38.00	\$13.00	\$10.00	\$13.00	\$124.00
104-17A	Animal Bites Required to be Reported	\$50.00	\$38.00	\$13.00	\$10.00	\$13.00	\$124.00
104-17B	Animal Quarantine Violation	\$50.00	\$38.00	\$13.00	\$10.00	\$13.00	\$124.00
104-18	Keeping Animal & Bird Regulations	\$50.00	\$38.00	\$13.00	\$10.00	\$13.00	\$124.00
104-19	Other Animals violation	\$50.00	\$38.00	\$13.00	\$10.00	\$13.00	\$124.00
Chapter 110	BICYCLES						
*110-1	Bike Registration Required for Residents	\$25.00	\$38.00	\$6.50	\$10.00	\$13.00	\$92.50
*110-6	Other Bicycles violation	\$25.00	\$38.00	\$6.50	\$10.00	\$13.00	\$92.50
Chapter 115	BUILDING CONSTRUCTION						
*115-26	Building Construction violation	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
Chapter 119	BURNING, OPEN						
*119-1A	Violation of Open Burning restrictions	\$75.00	\$38.00	\$19.50	\$10.00	\$13.00	\$155.50
*119-1B	Trash Burning violation	\$75.00	\$38.00	\$19.50	\$10.00	\$13.00	\$155.50
*119-1C	Open Fire prohibition violation	\$75.00	\$38.00	\$19.50	\$10.00	\$13.00	\$155.50
*119-1D(1)	Unauthorized Grass Fire	\$75.00	\$38.00	\$19.50	\$10.00	\$13.00	\$155.50
*119-1D(2)	Cooking, Ceremony, Recreation Fire Violation	\$75.00	\$38.00	\$19.50	\$10.00	\$13.00	\$155.50
*119-1D(4)	Burning Restrictions and Regulation Violation	\$75.00	\$38.00	\$19.50	\$10.00	\$13.00	\$155.50

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*119-1D(4)(c)	No attendant at fire	\$75.00	\$38.00	\$19.50	\$10.00	\$13.00	\$155.50
*119-1D(4)(d)	Fire before noon or after 7:00 p.m.	\$75.00	\$38.00	\$19.50	\$10.00	\$13.00	\$155.50
*119-2	Violation Emergency Burning Restriction	\$75.00	\$38.00	\$19.50	\$10.00	\$13.00	\$155.50
*119-3	Other Open Burning violation	\$75.00	\$38.00	\$19.50	\$10.00	\$13.00	\$155.50
Chapter 128	CIGARETTES AND TOBACCO PRODUCTS						
128-1A	Sale without license (fine is max per statute)	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
128-1D	Sale without license 2nd or more (fine is per statute)	\$200.00	\$38.00	\$52.00	\$10.00	\$13.00	\$313.00
128-1D	Sale w/o license 2/ no due care (fine is per statute)	\$300.00	\$38.00	\$78.00	\$10.00	\$13.00	\$439.00
*128-1E	Sale to minor	\$150.00	\$38.00	\$39.00	\$10.00	\$13.00	\$250.00
*128-1F	Minor false ID to receive cig/tobacco	\$25.00	\$38.00	\$6.50	\$10.00	\$13.00	\$92.50
*128-1F	Minor purchase/possess cig/tobacco	\$25.00	\$38.00	\$6.50	\$10.00	\$13.00	\$92.50
128-1F	Purch for/provide Tobacco to minor 1st/30 mo	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
ss. 254.92	Purch for/provide Tobacco to minor 2nd/30 mo	\$200.00	\$38.00	\$52.00	\$10.00	\$13.00	\$313.00
	Purch for/provide Tobacco to minor 3rd/30 mo	\$500.00	\$38.00	\$130.00	\$10.00	\$13.00	\$691.00
	Purch for/provide Tobacco to minor 4th+/30 mo, send to DA						
Chapter 135	DRUGS AND DRUG PARAPHERNALIA						
135-1	Possession of Marijuana or THC, 1st Offense	\$150.00	\$38.00	\$39.00	\$10.00	\$13.00	\$250.00
	[2nd or Subsequent Violation- refer to DA]						
135-2C(1)	Poss. Drug Paraphernalia Age 17+ 1st/12 mo	\$150.00	\$38.00	\$39.00	\$10.00	\$13.00	\$250.00
	Poss. Drug Paraphernalia Age<17 1st/12 mo	\$50.00	\$38.00	\$13.00	\$10.00	\$13.00	\$124.00
	[2nd or Subsequent Violation- refer to DA]						
135-2C(2)	Mfr/Del. Drug Paraphernalia Age 17+ 1st/12 mo	\$300.00	\$38.00	\$78.00	\$10.00	\$13.00	\$439.00
	Mfr/Del. Drug Paraphernalia Age<17 1st/12 mo	\$50.00	\$38.00	\$13.00	\$10.00	\$13.00	\$124.00
	[2nd or Subsequent Violation- refer to DA]						
135-2C(3)	Del. Drug Para. by Age<17 to Age <17 1st/12 mo	\$50.00	\$38.00	\$13.00	\$10.00	\$13.00	\$124.00
	[2nd or Subsequent Violation- refer to DA]						
	[Del. Para. by Age 17+ to Age<17 refer to DA]						
Chapter 142	ELECTRICAL WORK AND INSPECTIONS						
Chpt 142	Electrical Work and Inspections Violation	\$50.00	\$38.00	\$13.00	\$10.00	\$13.00	\$124.00
	2nd Offense within 1 year	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00

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Chapter 155	FIRE PREVENTION & FIREWORKS						
*155-2	Specified violations -see Code s. 155-2I						
155-2H(1)	Failure to comply with order	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
155-2H(2)	Other fire prevention violation	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
155-39A	Sale or Discharge of Fireworks	\$250.00	\$38.00	\$65.00	\$10.00	\$13.00	\$376.00
155-39B	Possession/Use of Fireworks w/o permit	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
155-39H	Allow minor to sell, disch., possess or use fireworks	\$250.00	\$38.00	\$65.00	\$10.00	\$13.00	\$376.00
Chapter 165	GEOGRAPHICAL DESIGNATION AND LOGO						
*165-1	Use of Designation and Logo without license	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
*165-2	Use of Logo without license	\$50.00	\$38.00	\$13.00	\$10.00	\$13.00	\$124.00
Chapter 170	GRAFITTI						
*170-3	Application of grafitti	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
*170-7	Other Grafitti violation	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
Chapter 175	HAZARDOUS MATERIALS						
*175-1	Prohibited discharge violation	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
*175-7	Other hazardous materials violation	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
Chapter 181	HOUSING STANDARDS						
*181-2	Property Maintenance Code Violation	\$50.00	\$38.00	\$13.00	\$10.00	\$13.00	\$124.00
	2nd Offense within 1 year	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
Chapter 187	INTOXICATING LIQUORS AND FERMENTED MALT BEVERAGES						
*187-1	Possession of open container in public -- only applies to age 21 and over/ <21, see below	\$175.00	\$38.00	\$45.50	\$10.00	\$13.00	\$281.50
*187-2	Possession of beer/liquor in park	\$175.00	\$38.00	\$45.50	\$10.00	\$13.00	\$281.50
*187-3	Poss. or consume beer/liquor in unlicensed public place	\$175.00	\$38.00	\$45.50	\$10.00	\$13.00	\$281.50
*187-4	Other Possession in public areas violation	\$175.00	\$38.00	\$45.50	\$10.00	\$13.00	\$281.50
187-5	Adopting Chapter 125, Statutes-See bond book for base fine, including juvenile violations, unless listed						
*187-6	Serve, sell, etc. without license	\$175.00	\$38.00	\$45.50	\$10.00	\$13.00	\$281.50
*187-13 or -14	Violation of license regulations	\$175.00	\$38.00	\$45.50	\$10.00	\$13.00	\$281.50
*187-18	All Other Liquor Law Age 17 & Over	\$200.00	\$38.00	\$52.00	\$10.00	\$13.00	\$313.00
	Any Liquor Law Violation Age <17	\$50.00	\$38.00	\$13.00	\$10.00	\$13.00	\$124.00
	All Liquor Law Mandatory Appearance						
Chapter 193	JUNK COLLECTORS AND JUNK DEALERS						
*193-2	Junk Collector/Dealer Operating w/o License	\$50.00	\$38.00	\$13.00	\$10.00	\$13.00	\$124.00
*193-7	Improper Posting of Junk License	\$50.00	\$38.00	\$13.00	\$10.00	\$13.00	\$124.00

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*193-8A(1)	Licensee Conducting Business at Other Than Licensed Premises	\$50.00	\$38.00	\$13.00	\$10.00	\$13.00	\$124.00
*193-8A(2)	Improper Fence Around Licensed Premises	\$50.00	\$38.00	\$13.00	\$10.00	\$13.00	\$124.00
*193-8A(3)	Building Not Fireproof Construction	\$50.00	\$38.00	\$13.00	\$10.00	\$13.00	\$124.00
*193-8A(5)	Hours violation, Purchase from person under 18 or from intoxicated person	\$50.00	\$38.00	\$13.00	\$10.00	\$13.00	\$124.00
*193-8A(6)	Articles to be Retained at Least 2 Days	\$50.00	\$38.00	\$13.00	\$10.00	\$13.00	\$124.00
*193-8B(1)	Junk Merchant Required to Keep Records	\$50.00	\$38.00	\$13.00	\$10.00	\$13.00	\$124.00
*193-9A	Junk Merchant Motor Vehicle Records	\$50.00	\$38.00	\$13.00	\$10.00	\$13.00	\$124.00
*193-9B	Motor Vehicle Record Copy to Police	\$50.00	\$38.00	\$13.00	\$10.00	\$13.00	\$124.00
*193-9C	Destroying Motor Vehicle Identity Prohibited	\$50.00	\$38.00	\$13.00	\$10.00	\$13.00	\$124.00
*193-10A	Stolen Goods Report to Police	\$50.00	\$38.00	\$13.00	\$10.00	\$13.00	\$124.00
*193-12	Other Junk violation	\$50.00	\$38.00	\$13.00	\$10.00	\$13.00	\$124.00
						\$13.00	
Chapter 200	LITTERING					\$13.00	
*200-2A	Littering by Pedestrians & Motorists	\$75.00	\$38.00	\$19.50	\$10.00	\$13.00	\$155.50
*200-2C	Littering with Handbills, Leaflets, Etc.	\$75.00	\$38.00	\$19.50	\$10.00	\$13.00	\$155.50
*200-2D	Failure to Provide Litter receptacles	\$50.00	\$38.00	\$13.00	\$10.00	\$13.00	\$124.00
*200-2E	Household solid waste in public receptacle	\$50.00	\$38.00	\$13.00	\$10.00	\$13.00	\$124.00
*200-2F	Household solid waste in private receptacle	\$50.00	\$38.00	\$13.00	\$10.00	\$13.00	\$124.00
*200-3A	Transporting-Cargo Must be Covered	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
*200-4A	No Containers at Loading/Unloading Site	\$50.00	\$38.00	\$13.00	\$10.00	\$13.00	\$124.00
*200-4B	Failure to Clean Loading/Unloading Site	\$50.00	\$38.00	\$13.00	\$10.00	\$13.00	\$124.00
*200-5A	Litter at Construction/Demolition Site	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
*200-5B	No Containers at Construction/Demolition	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
*200-5C	Show Proof of Proper Disposition of Litter	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
*200-6A	Improper Commercial Container	\$50.00	\$38.00	\$13.00	\$10.00	\$13.00	\$124.00
*200-6B	Uncovered Commercial Container	\$50.00	\$38.00	\$13.00	\$10.00	\$13.00	\$124.00
*200-6C	Defective Commercial Container	\$50.00	\$38.00	\$13.00	\$10.00	\$13.00	\$124.00
*200-6D	Commercial Waste in Public Container	\$300.00	\$38.00	\$78.00	\$10.00	\$13.00	\$439.00
*200-6E	Commercial Waste in Private Container	\$300.00	\$38.00	\$78.00	\$10.00	\$13.00	\$439.00
*200-8A	Litter on Private Premises	\$75.00	\$38.00	\$19.50	\$10.00	\$13.00	\$155.50
*200-8B	Litter on Sidewalks and Parkways	\$75.00	\$38.00	\$19.50	\$10.00	\$13.00	\$155.50
*200-8C	Litter in alleys	\$75.00	\$38.00	\$19.50	\$10.00	\$13.00	\$155.50
*200-8D	Sweeping Litter into Streets	\$75.00	\$38.00	\$19.50	\$10.00	\$13.00	\$155.50
*200-9	Other Littering violation	\$75.00	\$38.00	\$19.50	\$10.00	\$13.00	\$155.50
Chapter 204	LOITERING						
*204-5	Loitering Violation	\$75.00	\$38.00	\$19.50	\$10.00	\$13.00	\$155.50

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Chapter 211	MINORS						
211-1	Curfew	\$25.00	\$38.00	\$6.50	\$10.00	\$13.00	\$92.50
211-2C(1)	Truancy	\$50.00	\$38.00	\$13.00	\$10.00	\$13.00	\$124.00
	2nd or subsequent violation within 1 year, not to exceed \$500 per semester	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
211-2C(2)	Habitual Truancy	\$500.00	\$38.00	\$130.00	\$10.00	\$13.00	\$691.00
*211-4	Bond for all other ordinance Juvenile Offenses except Traffic, Tobacco (128-1F), Drugs (ch. 135), Graffiti (ch. 170), Liquor (187-18) and Retail Theft (238-19)	\$25.00	\$38.00	\$6.50	\$10.00	\$13.00	\$92.50
Chapter 219	NOISE						
*219-1A	Loud & Unnecessary Noise	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
*219-1B(1)	Loud & Unnecessary Noise-Motor Vehicle	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
*219-1B(2)	Loud & Unnecessary Noise-Stereo	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
*219-1B(3)	Loud & Unnecessary Noise-Advertising	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
*219-1B(4)	Loud & Unnecessary Noise-Exhaust	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
*219-1B(5)	Loud & Unnecessary Noise-Construction	\$400.00	\$38.00	\$104.00	\$10.00	\$13.00	\$565.00
*219-1B(6)	Loud & Unnecessary Noise-near schools, etc.	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
*219-1B(7)	Loud & Unnecessary Noise-Brakes	\$40.00	\$38.00	\$10.40	\$10.00	\$13.00	\$111.40
*219-1B(8)	Loud & Unnecessary Noise-Railroad	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
*219-1D	Use of Loudspeaker w/o or outside of permit	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
Chapter 223	NONINTOXICATING AND SODA WATER BEVERAGES						
*223-4	Nonintoxicating Bev. Violation	\$20.00	\$38.00	\$5.20	\$10.00	\$13.00	\$86.20
Chapter 227	NUISANCES						
*227-3A	Adulterated Food	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
*227-3B	Unburied Carcass	\$25.00	\$38.00	\$6.50	\$10.00	\$13.00	\$92.50
*227-3C	Breeding Places for Vermin	\$50.00	\$38.00	\$13.00	\$10.00	\$13.00	\$124.00
*227-3D	Stagnant Water	\$25.00	\$38.00	\$6.50	\$10.00	\$13.00	\$92.50
*227-3E	Garbage Cans & Privies	\$25.00	\$38.00	\$6.50	\$10.00	\$13.00	\$92.50
*227-3F	Noxious Weeds/Excess Vegetation	\$20.00	\$38.00	\$5.20	\$10.00	\$13.00	\$86.20
*227-3G	Air Pollution	\$25.00	\$38.00	\$6.50	\$10.00	\$13.00	\$92.50
*227-3H	Water Pollution	\$25.00	\$38.00	\$6.50	\$10.00	\$13.00	\$92.50
*227-3I	Noxious Odors	\$25.00	\$38.00	\$6.50	\$10.00	\$13.00	\$92.50
*227-3J	Street Pollution	\$20.00	\$38.00	\$5.20	\$10.00	\$13.00	\$86.20
*227-3K	Storage of Junk	\$50.00	\$38.00	\$13.00	\$10.00	\$13.00	\$124.00
227-4A	Disorderly House	\$300.00	\$38.00	\$78.00	\$10.00	\$13.00	\$439.00
	2nd & Subsequent Offense within 1 Year	\$450.00	\$38.00	\$117.00	\$10.00	\$13.00	\$628.00
227-4B	Gambling Devices	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
	2nd & Subsequent Offense within 1 Year	\$150.00	\$38.00	\$39.00	\$10.00	\$13.00	\$250.00
227-4C	Unlicensed Sale of Intoxicants	\$300.00	\$38.00	\$78.00	\$10.00	\$13.00	\$439.00
	2nd & Subsequent Offense within 1 Year	\$450.00	\$38.00	\$117.00	\$10.00	\$13.00	\$628.00

*Penalty doubles for 2nd off. in one yr; **Penalty doubles for 2nd off. in one yr, triples for 3rd off. in one yr.

227-4D	Continuous Violation of City Ordinances	\$500.00	\$38.00	\$130.00	\$10.00	\$13.00	\$691.00
227-4E	Illegal Drinking Premises	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
	2nd & Subsequent Offense within 1 Year	\$150.00	\$38.00	\$39.00	\$10.00	\$13.00	\$250.00
*227-5A	Unsafe Signs & Billboards	\$25.00	\$38.00	\$6.50	\$10.00	\$13.00	\$92.50
*227-5B	Illegal Buildings	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
*227-5C	Unauthorized Traffic Signs	\$50.00	\$38.00	\$13.00	\$10.00	\$13.00	\$124.00
*227-5D	Obstruction of Intersections	\$25.00	\$38.00	\$6.50	\$10.00	\$13.00	\$92.50
*227-5E	Tree Limbs Less Than 9' Over Sidewalk	\$25.00	\$38.00	\$6.50	\$10.00	\$13.00	\$92.50
*227-5F	Dangerous Trees	\$25.00	\$38.00	\$6.50	\$10.00	\$13.00	\$92.50
*227-5G	Unlawful Use of Fireworks	\$250.00	\$38.00	\$65.00	\$10.00	\$13.00	\$376.00
*227-5H	Dilapidated Buildings	\$250.00	\$38.00	\$65.00	\$10.00	\$13.00	\$376.00
*227-5I	Wires Strung Less Than 15' High	\$25.00	\$38.00	\$6.50	\$10.00	\$13.00	\$92.50
*227-5J	Obstruction of Streets, Excavations	\$200.00	\$38.00	\$52.00	\$10.00	\$13.00	\$313.00
*227-5K	Unlawful Assembly	\$50.00	\$38.00	\$13.00	\$10.00	\$13.00	\$124.00
*227-5L	Flammable Liquids	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
*227-6	Violation of Park Board rules	\$50.00	\$38.00	\$13.00	\$10.00	\$13.00	\$124.00
*227-12	All other ch. 227 violations	\$25.00	\$38.00	\$6.50	\$10.00	\$13.00	\$92.50
						\$13.00	
Chapter 234	PARKS AND PUBLIC AREAS						
*234-1	Swim Suit Required for Swimming	\$75.00	\$38.00	\$19.50	\$10.00	\$13.00	\$155.50
*234-2A	In Park after Hours	\$75.00	\$38.00	\$19.50	\$10.00	\$13.00	\$155.50
*234-2B(1)	Dogs in Parks (other than Dog Parks)	\$75.00	\$38.00	\$19.50	\$10.00	\$13.00	\$155.50
*234-2B(2)	Violation of Dog Park Regulation	\$75.00	\$38.00	\$19.50	\$10.00	\$13.00	\$155.50
*234-2C	Horses in Parks	\$75.00	\$38.00	\$19.50	\$10.00	\$13.00	\$155.50
*234-2D	Vehicles in Parks	\$75.00	\$38.00	\$19.50	\$10.00	\$13.00	\$155.50
*234-3	Camping in Park without permit	\$75.00	\$38.00	\$19.50	\$10.00	\$13.00	\$155.50
*234-4	Plant/Remove Trees/Shrubs without permit	\$75.00	\$38.00	\$19.50	\$10.00	\$13.00	\$155.50
234-5	Other Parks violation	\$75.00	\$38.00	\$19.50	\$10.00	\$13.00	\$155.50
						\$13.00	
Chapter 238	PEACE AND GOOD ORDER					\$13.00	
*238-1	Obstructing Streets & Sidewalks	\$50.00	\$38.00	\$13.00	\$10.00	\$13.00	\$124.00
*238-2	Unlawful Assembly	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
*238-3A	Unauthorized Presence on School grounds	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
*238-3B	Loitering on School Grounds, Student	\$25.00	\$38.00	\$6.50	\$10.00	\$13.00	\$92.50
*238-4A	DC-Disturbing the Peace	\$175.00	\$38.00	\$45.50	\$10.00	\$13.00	\$281.50
*238-4B	DC-Fighting	\$200.00	\$38.00	\$52.00	\$10.00	\$13.00	\$313.00
*238-4C	DC-Annoyance Telephone Calls	\$175.00	\$38.00	\$45.50	\$10.00	\$13.00	\$281.50
*238-4D	DC-Annoyance computer messages	\$175.00	\$38.00	\$45.50	\$10.00	\$13.00	\$281.50
238-4.2	Disrupting a funeral / mem. service -1st offense [2nd offense, refer to DA]	\$500.00	\$38.00	\$130.00	\$10.00	\$13.00	\$691.00
*238-4.5	Harassment Age 17+	\$175.00	\$38.00	\$45.50	\$10.00	\$13.00	\$281.50
	Harassment Age <17	\$50.00	\$38.00	\$13.00	\$10.00	\$13.00	\$124.00
238-5A	Trespass to Land	\$50.00	\$38.00	\$13.00	\$10.00	\$13.00	\$124.00
238-5B	Trespass to Dwelling	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
238-5C	Trespass to Medical Facility	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
238-5D	Trespass to construction site/locked room	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
238-6A	Entry into locked vehicle	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
238-6B	Entry into locked coin box	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00

*Penalty doubles for 2nd off. in one yr; **Penalty doubles for 2nd off. in one yr, triples for 3rd off. in one yr.

238-7	Theft-Value < or = \$2500.00, ss. 943.20						
	Value under \$25	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
	Value \$25-\$50	\$150.00	\$38.00	\$39.00	\$10.00	\$13.00	\$250.00
	Value \$50-\$100	\$200.00	\$38.00	\$52.00	\$10.00	\$13.00	\$313.00
	Value over \$100	\$300.00	\$38.00	\$78.00	\$10.00	\$13.00	\$439.00
	2nd or Subsequent Offense in 1 Year	\$300.00	\$38.00	\$78.00	\$10.00	\$13.00	\$439.00
238-7.1	Theft of Telecommunications	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
238-7.2	Theft of Commercial Mobile Service	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
238-7.3	Theft of Video Service	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
238-7.4	Theft of Satellite Cable Programming	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
238-8	Resisting an Officer	\$250.00	\$38.00	\$65.00	\$10.00	\$13.00	\$376.00
	2nd Offense within 1 year	\$400.00	\$38.00	\$104.00	\$10.00	\$13.00	\$565.00
*238-9	Gambling & Fraudulent Devices	\$75.00	\$38.00	\$19.50	\$10.00	\$13.00	\$155.50
*238-10	Prostitution	\$250.00	\$38.00	\$65.00	\$10.00	\$13.00	\$376.00
*238-11	Pandering	\$250.00	\$38.00	\$65.00	\$10.00	\$13.00	\$376.00
*238-12	Public fornication, public gratification, lewd & lascivious behavior, lewd drawing or writing, obscene electronic messages	\$250.00	\$38.00	\$65.00	\$10.00	\$13.00	\$376.00
*238-13	Display of Sexually Explicit Material in Establishments Accessible to Minors	\$200.00	\$38.00	\$52.00	\$10.00	\$13.00	\$313.00
*238-14	Indecent Advertising	\$250.00	\$38.00	\$65.00	\$10.00	\$13.00	\$376.00
*238-15	Damage to or Destruction of Property	\$250.00	\$38.00	\$65.00	\$10.00	\$13.00	\$376.00
*238-16	Open Cisterns, Wells, Basements, etc.	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
*238-17	Abandoned ice box, refrigerator or container	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
238-18	Issuance of Worthless Check < or = \$2500	\$200.00	\$38.00	\$52.00	\$10.00	\$13.00	\$313.00
	2nd or Subsequent Violation Within 1 Year	\$350.00	\$38.00	\$91.00	\$10.00	\$13.00	\$502.00
*238-19	Retail theft-value < or = \$500, ss. 943.50	\$200.00	\$38.00	\$52.00	\$10.00	\$13.00	\$313.00
	Age <17, retail theft value < or = \$500	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
*238-20	Demolition of historic building without authorization, ss. 943.014	\$500.00	\$38.00	\$130.00	\$10.00	\$13.00	\$691.00
*238-21	Fraud on hotel or restaurant keeper or taxicab operator, value < or = \$2500, ss. 943.21	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
*238-22	Receiving stolen property, value < or = \$2500, ss. 943.34	\$200.00	\$38.00	\$52.00	\$10.00	\$13.00	\$313.00
*238-23	Theft of library material, value < or = \$2500, ss. 943.61	\$200.00	\$38.00	\$52.00	\$10.00	\$13.00	\$313.00
*238-24	Spitting	\$75.00	\$38.00	\$19.50	\$10.00	\$13.00	\$155.50
*238-25	Other Peace and Good Order violation	\$75.00	\$38.00	\$19.50	\$10.00	\$13.00	\$155.50
Chapter 243	PLUMBING						
Chpt 243	Plumbing Violations	\$50.00	\$38.00	\$13.00	\$10.00	\$13.00	\$124.00
	2nd Offense within 1 year	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
Chapter 254	SALES						
*254-1	Direct Sales Without Proper Registration	\$50.00	\$38.00	\$13.00	\$10.00	\$13.00	\$124.00

*Penalty doubles for 2nd off. in one yr; **Penalty doubles for 2nd off. in one yr, triples for 3rd off. in one yr.

*254-1G(1)(a)	Calling at Dwelling before 9am & after 6pm; or where Posted "No Solicitors" Etc.; or calling at the Rear Door of Any Place	\$50.00	\$38.00	\$13.00	\$10.00	\$13.00	\$124.00
*254-1G(1)(b)	False or Misleading Statements to Customers	\$200.00	\$38.00	\$52.00	\$10.00	\$13.00	\$313.00
*254-1G(1)(c)	Direct Seller Impeding Sidewalk or Street	\$50.00	\$38.00	\$13.00	\$10.00	\$13.00	\$124.00
*254-1G(1)(d)	Direct Seller Noise Violation	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
*254-1G(1)(e)	Direct Seller Allowing Litter to Accumulate	\$50.00	\$38.00	\$13.00	\$10.00	\$13.00	\$124.00
*254-1G(2)(a)	Identity Disclosure Required	\$50.00	\$38.00	\$13.00	\$10.00	\$13.00	\$124.00
*254-1G(2)(b)	Right to Cancel Notice Required	\$50.00	\$38.00	\$13.00	\$10.00	\$13.00	\$124.00
*254-1G(2)(c)	Written Terms Required for Later Delivery	\$50.00	\$38.00	\$13.00	\$10.00	\$13.00	\$124.00
*254-1.1	Weights and Measures violation	\$250.00	\$38.00	\$65.00	\$10.00	\$13.00	\$376.00
*254-2A	Vendor Vehicle permit required	\$25.00	\$38.00	\$6.50	\$10.00	\$13.00	\$92.50
*254-3	Farmer's Market permit required	\$25.00	\$38.00	\$6.50	\$10.00	\$13.00	\$92.50
*254-4	Rummage Sale Ordinance - Warning Required						
	for All 1st Offense Violations						
*254-4B	Selling Items Other than Personal Property	\$50.00	\$38.00	\$13.00	\$10.00	\$13.00	\$124.00
*254-4C	Hours and place of operation violation	\$50.00	\$38.00	\$13.00	\$10.00	\$13.00	\$124.00
*254-4D or E	Rummage Sale Sign Violation	\$50.00	\$38.00	\$13.00	\$10.00	\$13.00	\$124.00
*254-5C	Special Event sales permit required	\$50.00	\$38.00	\$13.00	\$10.00	\$13.00	\$124.00
*254-5D(1)	Sales within 500 feet of Chocolate City Fest.	\$50.00	\$38.00	\$13.00	\$10.00	\$13.00	\$124.00
*254-5D(2)	Sales/donation of unauthorized items along parade route	\$50.00	\$38.00	\$13.00	\$10.00	\$13.00	\$124.00
*254-5D(3)	Sales within 25 feet of curb from vehicle; sales in street by person on foot	\$50.00	\$38.00	\$13.00	\$10.00	\$13.00	\$124.00
*254-5D(4)	Sales outside of permit area	\$50.00	\$38.00	\$13.00	\$10.00	\$13.00	\$124.00
*254-6	Other Sales violation	\$50.00	\$38.00	\$13.00	\$10.00	\$13.00	\$124.00
Chapter 259	SEWERS						
259-29, 259-32	Sewer violation- No Bond; appearance required-- see specific section for increased forf. amt.						
Chapter 265	SOLID WASTE						
*265-3A(1)(a)	Improper Household Containerization	\$20.00	\$38.00	\$5.20	\$10.00	\$13.00	\$86.20
*265-3A(1)(b)	Containers inaccessible	\$20.00	\$38.00	\$5.20	\$10.00	\$13.00	\$86.20
*265-3A(1)(c)	Failure to clean up scattered refuse	\$25.00	\$38.00	\$6.50	\$10.00	\$13.00	\$92.50
*265-3A(3)	Failure to follow putout times and placement	\$25.00	\$38.00	\$6.50	\$10.00	\$13.00	\$92.50
*265-3B	Improper disposal of ammunition	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
*265-3C	Improper disposal of hazardous materials	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
*265-4B	Prohibited yard waste disposal	\$50.00	\$38.00	\$13.00	\$10.00	\$13.00	\$124.00
*265-5	Household Sharp Medical Waste Violation	\$50.00	\$38.00	\$13.00	\$10.00	\$13.00	\$124.00
*265-11	Failure to separate recyclables	\$20.00	\$38.00	\$5.20	\$10.00	\$13.00	\$86.20

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*265-13	Failure to care for recyclables	\$20.00	\$38.00	\$5.20	\$10.00	\$13.00	\$86.20
*265-14	Failure to separate lead acid batteries, appliances, waste oil and yard waste	\$50.00	\$38.00	\$13.00	\$10.00	\$13.00	\$124.00
*265-15	Failure to properly prepare recyclables	\$20.00	\$38.00	\$5.20	\$10.00	\$13.00	\$86.20
*265-16	Failure to follow multiple family regulations-owner/agent liability	\$50.00	\$38.00	\$13.00	\$10.00	\$13.00	\$124.00
	2nd Offense within 1 Year	\$150.00	\$38.00	\$39.00	\$10.00	\$13.00	\$250.00
	3rd Offense within 1 Year	\$300.00	\$38.00	\$78.00	\$10.00	\$13.00	\$439.00
*265-17	Failure to follow non-residential regulations-owner/agent liability	\$50.00	\$38.00	\$13.00	\$10.00	\$13.00	\$124.00
	2nd Offense within 1 Year	\$150.00	\$38.00	\$39.00	\$10.00	\$13.00	\$250.00
	3rd Offense within 1 Year	\$300.00	\$38.00	\$78.00	\$10.00	\$13.00	\$439.00
*265-18	Prohibited disposal of separated recyclables, batteries, appliances, oil or yard waste	\$50.00	\$38.00	\$13.00	\$10.00	\$13.00	\$124.00
	Second violation	\$200.00	\$38.00	\$52.00	\$10.00	\$13.00	\$313.00
	Third or subsequent violation	\$1,000.00	\$38.00	\$260.00	\$10.00	\$13.00	\$1,321.00
*265-19	All Other Solid waste violations	\$25.00	\$38.00	\$6.50	\$10.00	\$13.00	\$92.50
Chapter 270	STORMWATER MANAGEMENT						
*270-13	Stormwater violation--no Bond, appearance required						
Chapter 274	STREETS AND SIDEWALKS						
*274-3	Street/Sidewalk Construction Without Permit	\$200.00	\$38.00	\$52.00	\$10.00	\$13.00	\$313.00
*274-6	Care of Parkways	\$75.00	\$38.00	\$19.50	\$10.00	\$13.00	\$155.50
*274-8	Obstruct Street by Trucks	\$500.00	\$38.00	\$130.00	\$10.00	\$13.00	\$691.00
	2nd Offense Within 1 Year	\$750.00	\$38.00	\$195.00	\$10.00	\$13.00	\$1,006.00
*274-9	Snow and Ice Removal	\$75.00	\$38.00	\$19.50	\$10.00	\$13.00	\$155.50
*274-11	Improper Use of Streets	\$75.00	\$38.00	\$19.50	\$10.00	\$13.00	\$155.50
*274-12	Other Streets and Sidewalks violation	\$75.00	\$38.00	\$19.50	\$10.00	\$13.00	\$155.50
Ch. 274 Art II	Right-of-way Management violation-no Bond, appearance required						
Chapter 278	SUBDIVISION OF LAND						
*278-14	Subdivision of Land violation-no Bond, appearance required						
Chapter 284	TATTOOING						
284-6	Tattooing violation- if enforced by Health Dept.	\$175.00	\$38.00	\$45.50	\$10.00	\$13.00	\$281.50
	[If not enforced by Health Dept., refer to HFS]						
Chapter 286	TAXATION						
286-10	Confidentiality violation	\$250.00	\$38.00	\$65.00	\$10.00	\$13.00	\$376.00
286-11	Room Tax violation-no bond, appearance required						
286-12	Failure to comply with inspection/audit--no bond, appearance required. See 286-12 for penalty						

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Chapter 293	VEHICLES AND TRAFFIC						
293-2	Violation of Parking Restrictions not otherwise listed	\$20.00	\$38.00				\$58.00
293-2	Violation of Reserved/Disabled Parking	\$75.00	\$38.00				\$113.00
293-3A	Angle Parking	\$20.00	\$38.00				\$58.00
293-3B	Municipal Parking Lots	\$20.00	\$38.00				\$58.00
293-3C	Marked Stalls	\$20.00	\$38.00				\$58.00
293-3D	Truck Parking	\$20.00	\$38.00				\$58.00
293-3E	Night Parking	\$20.00	\$38.00				\$58.00
293-3F	Parking in Alleys	\$20.00	\$38.00				\$58.00
293-4	Winter restricted parking	\$50.00	\$38.00				\$88.00
*293-5	Courtesy Parking Permit Violation	\$25.00	\$38.00				\$63.00
293-7	Snowmobile violation 1st Offense	\$75.00	\$38.00	\$19.50	\$10.00	\$13.00	\$155.50
	2nd & Subsequent Within 1 Year	\$150.00	\$38.00	\$39.00	\$10.00	\$13.00	\$250.00
293-8	Leaving Keys in Vehicle	\$75.00	\$38.00	\$19.50	\$10.00	\$13.00	\$155.50
*293-9A	DCMV, Unnecessary Acceleration	\$75.00	\$38.00	\$19.50	\$10.00	\$13.00	\$155.50
*293-9B	DCMV, Careless, unsafe, unreasonably loud	\$175.00	\$38.00	\$45.50	\$10.00	\$13.00	\$281.50
293-10	Weight Limits on Highway or City Street, Statutory Fee (see s. 348.21(3), Stats.), plus forfeiture	\$75.00	\$38.00	\$19.50	\$10.00	\$13.00	\$155.50
*293-13	Violation of state traffic laws on premises held open to the public	\$75.00	\$38.00	\$19.50	\$10.00	\$13.00	\$155.50
*293-14B(1)	Bicyclists to Observe Traffic Rules	\$50.00	\$38.00	\$13.00	\$10.00	\$13.00	\$124.00
*293-14B(2)	No Bicycle riding on Sidewalk in Central Business District or on "Pedestrian Only" marked walkway	\$50.00	\$38.00	\$13.00	\$10.00	\$13.00	\$124.00
*293-14B(3)	Trick Riding Prohibited in Street and in parking lot or private property w/o permission	\$50.00	\$38.00	\$13.00	\$10.00	\$13.00	\$124.00
*293-14B(4)	Towing Prohibited	\$50.00	\$38.00	\$13.00	\$10.00	\$13.00	\$124.00
*293-14C	Skateboards, roller skates, roller skis, scooters, play vehicles					\$13.00	
*293-14C(1)	No Skateboarding, roller skating, roller skiing, scooters or play vehicles in street, on sidewalks and parking lots in Central Business District, on "Pedestrian Only" marked walkways, and other specified areas	\$50.00	\$38.00	\$13.00	\$10.00	\$13.00	\$124.00
*293-14C(2)	Skateboarders, roller skaters, roller skiers, scooter riders and play vehicles--failure to yield to or endangers/interferes w/ pedestrian	\$50.00	\$38.00	\$13.00	\$10.00	\$13.00	\$124.00
*293-14D(1)	In-line skaters prohibited in sidewalks, streets, parking lots in Central Business District, streets w/ speed limits > 25 mph and other specified areas	\$50.00	\$38.00	\$13.00	\$10.00	\$13.00	\$124.00
*293-14D(2)	In-line skaters must be in single-file, ride safely and obey traffic rules when in street	\$50.00	\$38.00	\$13.00	\$10.00	\$13.00	\$124.00
*293-14E	Damage to property by bicyclist, skateboarder, in-line skater or rider of play vehicle	\$50.00	\$38.00	\$13.00	\$10.00	\$13.00	\$124.00
*293-14F	Parent or guardian authorization for violation of ch. 293	\$50.00	\$38.00	\$13.00	\$10.00	\$13.00	\$124.00

*Penalty doubles for 2nd off. in one yr; **Penalty doubles for 2nd off. in one yr, triples for 3rd off. in one yr.

*293-15	All Other Chapter 293 Violations	\$50.00	\$38.00	\$13.00	\$10.00	\$13.00	\$124.00
*239-17	Interference with Parking Enforcement	\$50.00	\$38.00	\$13.00	\$10.00	\$13.00	\$124.00
*293-18	Abandoned/Unregistered Motor Vehicle violation	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
						\$13.00	
Chapter 297	VEHICLES FOR HIRE					\$13.00	
*297-1A(1)	Taxicab License Required	\$50.00	\$38.00	\$13.00	\$10.00	\$13.00	\$124.00
*297-1A(3)	Taxicab driver to be licensed	\$50.00	\$38.00	\$13.00	\$10.00	\$13.00	\$124.00
*297-1G	Taxicab License/Rates to be Posted in Cab	\$50.00	\$38.00	\$13.00	\$10.00	\$13.00	\$124.00
*297-1H	Taxicab to be Marked	\$50.00	\$38.00	\$13.00	\$10.00	\$13.00	\$124.00
*297-2A(1)	Carriage License Required	\$50.00	\$38.00	\$13.00	\$10.00	\$13.00	\$124.00
*297-2B(1)	Licensees to stay on established route	\$50.00	\$38.00	\$13.00	\$10.00	\$13.00	\$124.00
*297-2B(2)	Violation of hours/weather regulations	\$50.00	\$38.00	\$13.00	\$10.00	\$13.00	\$124.00
*297-2B(3)	Violation of sanitation requirements	\$50.00	\$38.00	\$13.00	\$10.00	\$13.00	\$124.00
*297-2B(4)	Violation of passenger limit / seating	\$50.00	\$38.00	\$13.00	\$10.00	\$13.00	\$124.00
*297-2B(5)	Violation of animal feeding, care and hours	\$50.00	\$38.00	\$13.00	\$10.00	\$13.00	\$124.00
*297-2B(6)	Failure to file certificate of soundness	\$50.00	\$38.00	\$13.00	\$10.00	\$13.00	\$124.00
*297-3	Other Vehicles for hire violation	\$50.00	\$38.00	\$13.00	\$10.00	\$13.00	\$124.00
Chapter 304	WATER						
304-10I	Violation of Lawn Sprinkling ban						
	First Offense-Warning						
	2nd Offense	\$50.00	\$38.00	\$13.00	\$10.00	\$13.00	\$124.00
	3rd Offense	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00
304-14	Other Water violation-- no Bond, appearance required						
Chapter 308	WEAPONS						
*308-1B(1)	Carrying Concealed Weapon	\$200.00	\$38.00	\$52.00	\$10.00	\$13.00	\$313.00
*308-1B(2)	Carrying Loaded or Uncased Weapon	\$200.00	\$38.00	\$52.00	\$10.00	\$13.00	\$313.00
*308-1C	Discharge of Weapon	\$200.00	\$38.00	\$52.00	\$10.00	\$13.00	\$313.00
*308-2	Shooting Arrows & Other Missiles	\$200.00	\$38.00	\$52.00	\$10.00	\$13.00	\$313.00
*308-3	Other Weapons violation	\$200.00	\$38.00	\$52.00	\$10.00	\$13.00	\$313.00
Chapter 315	ZONING						
315-136	Zoning Code Violations	\$50.00	\$38.00	\$13.00	\$10.00	\$13.00	\$124.00
	2nd Offense within 1 year	\$100.00	\$38.00	\$26.00	\$10.00	\$13.00	\$187.00

*Penalty doubles for 2nd off. in one yr; **Penalty doubles for 2nd off. in one yr, triples for 3rd off. in one yr.



COMMITTEE OF THE WHOLE

ITEM NUMBER 5A

DATE: March 3, 2020

SUBJECT: ORDINANCE 5002(55) - To repeal and recreate Section 6-1 "Board of Public Works" of the Municipal Code of the City of Burlington to "Statutory Public Works Officer".

SUBMITTED BY: Carina Walters, City Administrator

BACKGROUND/HISTORY:

The Board of Public Works, which included the Mayor, City Attorney and City Engineer, was established in 1908. The role of the Board of Public Works, which now consists of the Mayor, an Alderperson, City Attorney, City Engineer and the City Clerk is to oversee bid openings with Public Works projects. Over the last several years it has been increasingly difficult to obtain a quorum due to schedules both for elected officials and staff. The City of Burlington is one of the rare communities that still have a Board of Public works; however, other communities handle this task as an Administrative function of daily processes.

For reasons stated above and to improve efficiencies, staff is recommending to repeal and recreate Ch. 6-1, creating a new chapter titled, "Statutory Public Works Officer". Pursuant to the provisions of Section 62.14(1) of the Wisconsin Statutes, this will allow the City Administrator and/or the City Administrator's designee to exercise the duties of the Board of Public Works.

As with Board of Public Works meetings, bid openings will continue to be open to the public and all bid awards will be considered and approved by the Common Council.

BUDGET/FISCAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval of an amendment to Ch. 6-1 of the Municipal Code.

TIMING/IMPLEMENTATION:

This item is for discussion at the March 3, 2020 Committee of the Whole meeting, and is scheduled for final consideration at the March 17, 2020 Common Council meeting.

Attachments

ORD 2056(22) Board of Public Works

AN ORDINANCE TO REPEAL AND RECREATE SECTION 6-1 "BOARD OF PUBLIC WORKS" OF THE MUNICIPAL CODE OF THE CITY OF BURLINGTON TO "STATUTORY PUBLIC WORKS OFFICER"

NOW THEREFORE BE IT RESOLVED that the Common Council of the City of Burlington does hereby ordain as follows:

- I. Section 6-1. Statutory Public Works Officer. Pursuant the provisions of Section 62.14(1) of the Wisconsin Statutes, the powers and duties provided for therein shall be exercised by the City Administrator and/or the City Administrator's designee.
- II. It is further ordained that the application of this ordinance shall be effective after its passage and publication as required by law.
- III. All other provisions as contained in Chapter 6 of the Municipal Code of the City Burlington shall continue and in full force and effect.

Introduced: March 3, 2020
Adopted:

Jeannie Hefty, Mayor

Attest:

Diahnn Halbach, City Clerk



DATE: March 3, 2020

SUBJECT: **MOTION 20-955** - To consider approving a Certificate of Appropriateness for property located at 700 N. Pine Street.

SUBMITTED BY: Gregory Guidry, Building Inspector

BACKGROUND/HISTORY:

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

Bob and Pat Sullivan, applicants, is requesting approval of a Certificate of Appropriateness located at 700 N. Pine Street. The proposed project consists of:

- Improvements to the rear façade. The exterior improvements proposed at this time are for the loading/delivery area of the structure, in the rear elevation of the building, facing the railroad tracks. Despite this area not being visible to the public, a COA is required. The applicant proposes the following improvements:
 1. Eliminate the large overhead door on the left side
 2. Reduce the size of the right-side overhead door
 3. Install a pedestrian door with the new smaller overhead door on the right side
 4. Utilize an EIFS material (such as Dryvit) to cover the areas noted on the architect’s drawing (The applicant originally planned to use brick, however the availability of matching brick was an issue, in addition to the ultimate cost. The applicant proposes to select an EIFS in a color that matches the tones in the adjacent bricks.

Note: EIFS is not a very durable material, and therefore it is strongly encouraged that a more durable material be considered for use in this loading/delivery area, as it is likely that the material will be easily damaged given the utilitarian use of this area.

BUDGET/FISCAL IMPACT:

N/A

RECOMMENDATION:

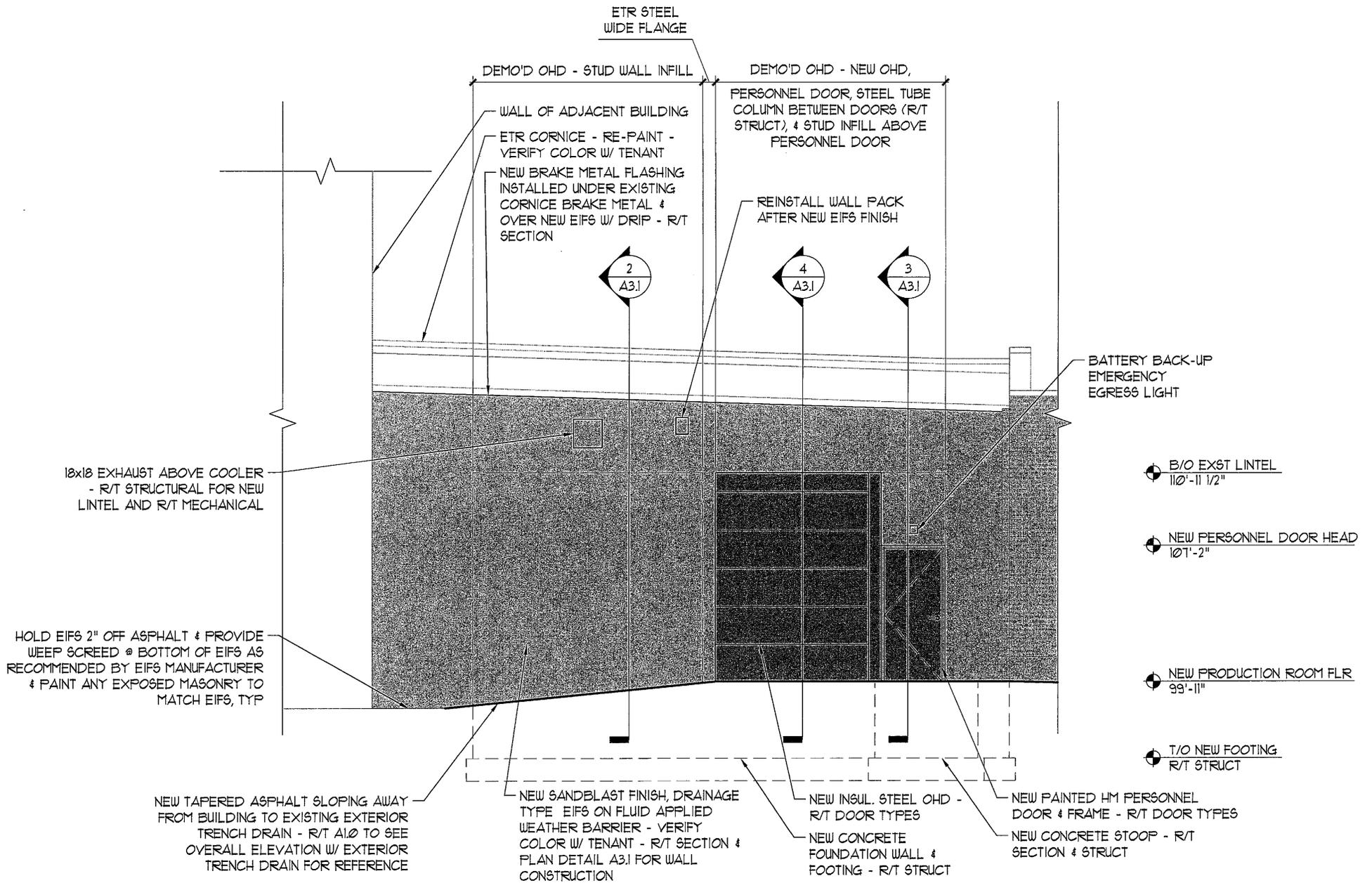
The Historic Preservation Commission (HPC) unanimously recommended approval of the Certificate of Appropriateness Application at their February 27, 2020 meeting.

TIMING/IMPLEMENTATION:

This item is for discussion at the March 3, 2020 Committee of the Whole meeting and per common practice is scheduled for final consideration at the same evening Common Council meeting.

Attachments

COA 700 N. Pine St.



NEW NORTH ELEVATION OF PRODUCTION 108

SCALE: 3/16" = 1'-0"

2



Exhibit 1



Rear of Building Facing train tracks



DATE: March 3, 2020

SUBJECT: MOTION 20-956 - To approve an Airport Hangar Lease with Dale Severs and Karen Riccio for property located at Hanger 816 Hotel Taxiway, Burlington Municipal Airport, Burlington, Wisconsin.

SUBMITTED BY: Carina Walters, City Administrator

BACKGROUND/HISTORY:

The Airport Committee met on January 23, 2020 and recommends that the City enter into a not-to-exceed twenty-nine (29) year Airport Hangar Lease agreement with Dale Severs and Karen Riccio for property located at Hanger 816 Hotel Taxiway.

The amount of the lease equals the sum of \$.095 cents per square foot for the leased area, which contains a total of 2,400 square feet, for a total amount of \$280.00, prorated in the first and last years of the Lease with the first-year payment of \$0 due at signing, and payable thereafter in advance of the 1st day of January of each and every consecutive year of the lease term commencing on January 1, 2020.

BUDGET/FISCAL IMPACT:

An annual payment of \$280.00 will be paid to the City each year by January 1 for lease of the hangar.

RECOMMENDATION:

Staff recommends approval of this Airport Hangar Lease with Dale Severs and Karen Riccio.

TIMING/IMPLEMENTATION:

This item is scheduled for discussion at the March 3, 2020 Committee of the Whole meeting, and due to timing, is scheduled for final consideration at this evening's Common Council meeting.

Attachments

Airport Lease Agreement

AIRPORT LEASE

This lease Agreement, made and entered into this 1st day of December, 2019 by and between the City of Burlington, State of Wisconsin, a municipal corporation existing through and under the authority of the laws of the State of Wisconsin, hereinafter referred to as "Lessor", and Dale Severs and Karen Riccio whose mailing address is 7205 Oxford Circle Fox Lake IL 60020 hereinafter referred to as "Lessee"; the Lessor and Lessee for and in consideration of the keeping by the parties of their respective obligations hereinafter contained, agree as follows:

ARTICLE 1 PREMISES SUBJECT TO LEASE

The premises subject of this Lease are:

That part of the hangar area of the Burlington Municipal Airport delineated on the official map of the Burlington Municipal Airport maintained at the office of the City Clerk at City Hall and identified as 816 Hotel Taxiway. This Lease does not include use of City Water.

ARTICLE 2 TERM

The term of this Lease shall be from December 1, 2019 to November 31, 2048 [not to exceed 29 years] both dates inclusive. This Lease shall be automatically renewed for successive ten-year periods thereafter upon mutually agreed-upon terms and approval of the renewal shall not be unreasonably withheld by the Lessor. This Lease is not transferable, See Article 5, Section G.

ARTICLE 3 RENT

The Lessee shall pay to the Lessor as rent for the Leased Premises the sum of \$.095 per square foot for the leased area, which contains a total of 2400 square feet, for a total amount of \$ 280.00, prorated in the first and last years of the Lease with the first-year payment of \$ 0 due at signing, and payable thereafter in advance of the 1st day of January of each and every consecutive year of the lease term commencing on January 1, 2020 subject to the provisions set forth in Article 5, Section A.

ARTICLE 4

Lessee agrees that rent charged is based on intended:

XX Personal Use, defined as the use of the Leased Premises in a manner which does not meet the definition of Commercial Use; or

_____ Commercial Use, defined as the operation of an airport-related business, which is open to the public, on or in the Leased Premises.

Lessee may change the intended use to that of another type, to be effective the following January 1st, if Lessee petitions the Airport Committee in writing no later than December 10th and the Committee approves the change no later than its December meeting. See also Article 5, Section F.

ARTICLE 5

ADDITIONAL PROVISIONS

- A. RENTAL INCREASES.** The Lessor may adjust the rental charge rate in the year 2010 and every five years thereafter, as determined by the Airport Committee in the same proportion as the cumulative change in the Consumer Price Index for all urban customers (CPI-U) over the same time period. In the event of a rate change, Lessor shall give Lessee sixty (60) days advance notice.
- B. IMPROVEMENTS.** Lessee agrees to erect on the Leased Premises a hangar, if not already constructed, and shall comply with all ordinances, building codes, and zoning restrictions for said airport, and the rules, regulations, and orders of the Airport Committee relative thereto.
- C. USE OF FACILITIES.** Lessee shall have the right to the non-exclusive use in common with others of the airport parking areas, appurtenances and improvements thereon; the right to install, operate, maintain and store, subject to approval of the Airport Committee, all equipment necessary for the safe hangaring of the Lessee's planes, specifically excluding any aviation gasoline or fuel; the right of ingress to or egress from the demised premises, which shall extend to Lessee's employees, guests and patrons; the right, in common with others so to do, to use common areas of the airport including runways, taxiways, aprons, roadways, and other conveniences for the take-off, flying and landing of aircraft of Lessee. Lessee shall not store any equipment or other material outside of its hangar without the written consent of the Airport Committee.
- D. COMPLIANCE WITH LAWS.** Lessee agrees to observe and obey during the term of this Lease all laws and ordinances, and the rules and regulations promulgated and enforced by the Airport Committee of the City of Burlington, and other proper authority having jurisdiction over the conduct of the operations of the airport including city, county, state and federal agencies or departments.
- E. INDEMNIFICATION.** Lessee agrees to indemnify and hold the Airport Committee and the City of Burlington free and harmless from loss from each and every claim and demand, of whatever nature, made on the behalf of or by any person or persons for any act or omission on the part of the Lessee, or Lessee's agents, employees, guests and patrons and from all loss or damage by reason of such acts or omissions.
- F. SUBLEASE-RENTAL OF PREMISES.** Lessee may sublet portions of the hangar constructed on the Leased Premises for the same purposes as stated in this Lease, subject to this policy of the Airport Committee relative to rental rates: It is agreed and understood by Lessee that the rate agreed to in this Lease is for (choose one) XX personal use _____ commercial use. Under this agreement it is understood by the parties that if property is sublet, the appropriate rate will be applied to this Lease from the following January 1. In the event that Lessee fails to disclose a sublease, he agrees to pay the City the amount of the increased rental for the period of any failure to so disclose.

In the event Lessee does enter into a sublease, Lessee shall require any subtenant to abide with all of the conditions of this lease agreement including the requirement that the subtenant shall hold the Airport Committee and the City of Burlington free and harmless from any loss for each

and every claim or demand, of whatever nature, made by the subtenant against the Lessee herein or on behalf of or by any other person or persons for any act or omission on the part of the Lessee or subtenant or their agents or employees, or for any loss or damage by reason of such acts or omissions by the Lessee or its subtenant.

G. OWNERSHIP OF IMPROVEMENTS. Lessee shall retain title to all building or buildings constructed on said premises and such title shall be transferable subject to the Common Council's approval of a new Lease by and between the City of Burlington and the proposed transferee.

H. MAINTENANCE. Lessee shall maintain the structure(s) it occupies and the surrounding land and premises in good order and shall make such repairs as are necessary. In the event of fire or any other casualty, the owner of any such structure so affected shall either repair or replace the building and restore the leased land to its original condition or remove the damaged building and restore the leased area to its original condition; such action must be accomplished within 120 days of the date the damage occurred. In the event that Lessee determines not to rebuild and in fact restores the Leased area to its original condition, this Lease may be terminated pursuant to Article 5, Section U(3).

In the event Lessee fails to comply with this provision, Lessor may, after thirty (30) days notice to the Lessee, enter onto the premises for the purpose of completing said maintenance, making such repairs as are necessary, or restoring the leased land to its original condition. In the event Lessor does so, Lessor shall charge the Lessee the cost of any such maintenance or repairs. If Lessee refuses to pay any such charge within thirty (30) days, Lessor shall have the right to terminate this lease. See Article 5, Section U. In the event the Lessor removes Lessee's hangar under this section, Lessor shall proceed to enforce its lien rights pursuant to Article 5, Section U.

I. ACCESS FOR INSPECTION. Lessor reserves the right to enter upon the premises at any reasonable time for the purpose of making any inspection it may deem expedient to the proper enforcement of any of the covenants or conditions of this agreement.

J. FIRE AND POLICE PROTECTION. Lessor agrees to extend to Lessee the same fire and police protection extended to the other tenants of facilities in the airport. Lessee shall arrange for annual inspection of the hangar sites and buildings by the local fire inspector, or at such other frequency as required by state statute.

K. TAXES. Lessee shall pay all taxes or assessments that are levied against personal property of the Lessee and/or the buildings which are erected on lands leased exclusively to Lessee. In the event that said personal property taxes are not paid 30 days after becoming due, Lessee shall be considered in default of this Lease. See Article 5, Section M.

L. ADVERTISING. Lessee agrees that no sign or advertising matter may be erected without the written consent of the Lessor.

M. DEFAULT. If Lessee fails to pay rent when due, or commits waste or breaches any other covenant or condition of this Lease, Lessor shall give Lessee notice to pay the rent, repair the waste or comply with the Lease on or before a date at least 30 days after the giving of the notice, and that failure to comply will result in the termination of the tenancy. If the tenancy is so terminated, Lessor shall proceed under Article 5, Section U.

N. FUTURE DEVELOPMENT. Lessor reserves the right to further develop or improve the landing area of the airport as it sees fit, regardless of the desires or view of the Lessee and without interference or hindrance from Lessee. The Lessor reserves the right, but shall not be obligated to the Lessee, to maintain and keep in repair the landing area of the airport and all publicly owned facilities of the airport; together with the right to direct and control all activities of the Lessee in this regard.

Lessor reserves the right to take any action it considers necessary to protect the aerial approaches to the airport against construction, together with the right to prevent the Lessee from erecting, or permit to be erected, any building or other structure on the airport which, in the opinion of the Lessor, would limit the usefulness of the airport or constitute a hazard to aircraft.

O. RESTRICTIONS. Lessor will not exercise or grant any right or privilege which would operate to prevent the Lessee from performing any services on its aircraft with its own employees that it may choose to perform. These services shall include, but are not limited to, maintenance and repair. Lessee may not provide any type of maintenance or service to aircraft not owned by Lessee upon said Leased Premises .

P. PREEMPTION OF LEASE. During the time of war or national emergency, Lessor shall have the right to lease the landing area, or any part thereof, to the United States Government for military or naval use; and if any such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of the lease to the Government shall be suspended.

All leases shall be subordinate to the provisions of any existing or future agreement between the Lessor and the United States relative to the operation or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the airport.

Q. NON-DISCRIMINATION. The Lessee, for himself or successors in interest and assigns, as a part of the consideration hereof, does hereby covenants and agree that: (1) no person, on the grounds of race, color, religion, or national origin, shall be excluded from participation in, denied the benefits of, or otherwise subject to discrimination in the use of the leased facilities of the City of Burlington Municipal Airport; (2) in the construction and maintenance of any improvements on, over, or under such land and the furnishing of services thereon or therein, no person on the grounds of race, color, religion or national origin shall be excluded from participation in, denied the benefits of, or otherwise subject to discrimination; (3) the Lessee shall use the premises in compliance, as applicable, with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Sub-Title A, Office of the Secretary, Part 2I, Non-Discrimination, in federally assisted programs of Title VI of the Civil Rights Act of 1964, and as said regulation may be amended.

R. HAZARDOUS SUBSTANCE INDEMNIFICATION. Lessee represents and warrants that its use of the Premises herein will not generate any Hazardous Substance, and it will not store or dispose on the Premises nor transport to or over the Premises any Hazardous Material or Substance in violation of any applicable federal, state, or local law, regulation or rule then presently in effect. Lessee further agrees to hold the City of Burlington harmless from and indemnify the City of Burlington against any release of such Hazardous Substance and any damage, loss, or expense or liability resulting from such release, including all attorney's fees, costs and penalties incurred as a result thereof which was caused by Lessee or

any of its employees or agents. "Hazardous Substance" shall be interpreted broadly to mean any substance or material defined as a radioactive substance, or other similar term by any federal, state or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time, and it shall be interpreted to include, but shall not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease.

The City of Burlington represents and warrants that it has no knowledge of any Hazardous Substance existing on the Owned Premises in violation of any applicable federal, state or local law, regulation or rule. The City of Burlington further agrees to hold Lessee harmless from and indemnify Lessee against any damage, loss, or expense or liability resulting from the existence on the Owned Premises of any such Hazardous Substance, including all attorneys' fees, costs and penalties incurred as a result thereof, unless caused by Lessee, any other Lessee, or any of their employees, agents, guests or patrons.

S. INSURANCE. The Lessee agrees that it will deposit with the Lessor a policy of comprehensive liability insurance. The policy shall be issued by a company licensed to do business in Wisconsin and shall insure the Lessee against loss from liability to the amount of \$1,000,000 for each occurrence and in the amount of \$2,000,000 aggregate, which shall name the Lessor as an additional insured. The cancellation or other termination of any insurance policy issued in compliance with this section shall automatically terminate the Lease unless another policy has been filed and approved pursuant to this section and shall be in effect at the time of such cancellation or termination.

T. SNOW REMOVAL POLICY. The Lessor's and the Lessee's responsibilities for snow removal are defined under the City of Burlington's Snow Removal Policy. This Policy was adopted by a resolution of the Burlington Common Council. This policy may be amended or updated at any time without notification. Each party agrees to abide by the then-current terms of said Policy.

U. TERMINATION. (1) By Default. In the event that Lessee defaults under Article 5, Sections H., M., or S., or by other operation of law, the tenancy shall be terminated, Lessor shall have the right to re-enter or repossess the leased property, either by force, summary proceedings, surrender, or otherwise, and dispossess and remove there from Lessee, and its effects, without being liable to any prosecution therefore, and Lessee shall surrender possession of the premises, and Lessee hereby expressly waives the service of notice of intention to re-enter or of instituting legal proceedings to that end.

(2) By Expiration. In the event that this Lease is terminated pursuant to Article 2 hereof, Lessee shall either: a. Sell its hangar to a third party, and the buyer thereof shall enter into a new Lease with the City of Burlington, which sale and transfer shall not be effective until and unless approved by the Common Council; or b. By or before the last date of the term of the Lease, remove its hangar and all equipment and restore the premises to the condition it was in prior to the construction of the hangar.

(3) By Mutual Consent. This Lease may be terminated by the mutual consent of the parties, upon the entry into a new Lease or such other terms and conditions agreed to as evidenced by the signatures of the parties hereto.

(4) Lien Rights. Lessor shall, in any event, have liens on Lessee's hangar and other personality, including Lessee's aircraft, pursuant to Wis. Stat. §§ 704.05(5) and 779.43(3), and shall enforce such liens as provided by law, but shall have, in addition to those rights provided

by Wis. Stat. § 704.05(5)(a) 1. and 2., the right to demand payment of past due rent and/or other charges due from Lessee under the terms of this Lease for release of the lien, or apply the proceeds of sale to past due rent and/or other charges due from Lessee under the terms of the Lease.

V. GENERAL PROVISIONS. The following provisions shall apply to this Agreement:

(1) Rights and liabilities of the parties shall bind and inure to the benefit of their personal representatives, heirs, successors and assigns.

(2) This agreement constitutes the entire agreement pertaining to the subject matter and supersedes all prior and contemporaneous agreements of the parties in connection therewith.

(3) In construing this Lease, feminine or neuter pronouns may be substituted for those masculine in form and vice versa and plural terms may be substituted for singular and singular for plural in any place in which the context so requires.

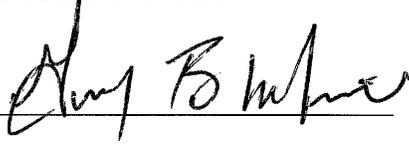
(4) The captions contained in this Agreement are for reference only and do not form part of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals they day and year first herein written.

Approved by the Airport Committee on: 1/23/2020

AIRPORT MANAGER:

LESSEE:



Signature

Gary B. Meisner

Print (or type) name

Approved by Common Council on: _____

CITY OF BURLINGTON

Signature



Signature

Print (or type) name

Dale Severs
Karen L. Riccio
Karen L. Riccio

Title



COMMITTEE OF THE WHOLE

ITEM NUMBER 6C

DATE: March 3, 2020

SUBJECT: MOTION 20-957 - To approve an Airport Hangar Lease with Mark T. Van de Bogert and Jeanette L. Van de Bogert Revocable Trust for property located at 1396 Mike Taxiway, Burlington Municipal Airport, Burlington, Wisconsin.

SUBMITTED BY: Carina Walters, City Administrator

BACKGROUND/HISTORY:

The Airport Committee met on January 23, 2020 and recommends that the City enter into a not-to-exceed twenty-nine (29) year Airport Hangar Lease agreement with BMark T. Van de Bogert and Jeanette L. Van de Bogert Revocable Trust for property located at 1396 Mike Taxiway.

The amount of the lease equals the sum of \$.095 cents per square foot for the leased area, which contains a total of 2,500 square feet, for a total amount of \$237.50, prorated in the first and last years of the Lease with the first-year payment of \$237.50 due at signing, and payable thereafter in advance of the 1st day of January of each and every consecutive year of the lease term commencing on January 1, 2020.

BUDGET/FISCAL IMPACT:

An annual payment of \$237.50 will be paid to the City each year by January 1 for lease of the hangar.

RECOMMENDATION:

Staff recommends approval of this Airport Hangar Lease with Mark T. Van de Bogert and Jeanette L. Van de Bogert Revocable Trust.

TIMING/IMPLEMENTATION:

This item is scheduled for discussion at the March 3, 2020 Committee of the Whole meeting, and due to timing, is scheduled for final consideration at this evening's Common Council meeting.

Attachments

Airport Lease Agreement

AIRPORT LEASE

This lease Agreement, made and entered into this 1st day of February, 2020 by and between the City of Burlington, State of Wisconsin, a municipal corporation existing through and under the authority of the laws of the State of Wisconsin, hereinafter referred to as "Lessor", and Mark T Van de Bogert and Jeanette L Van de Bogert Revocable Trust whose mailing address is W5673 Bonner Lane, Walworth WI 53184 hereinafter referred to as "Lessee"; the Lessor and Lessee for and in consideration of the keeping by the parties of their respective obligations hereinafter contained, agree as follows:

ARTICLE 1 PREMISES SUBJECT TO LEASE

The premises subject of this Lease are:

That part of the hangar area of the Burlington Municipal Airport delineated on the official map of the Burlington Municipal Airport maintained at the office of the City Clerk at City Hall and identified as 1396 Mike Taxiway. This Lease does not include use of City Water.

ARTICLE 2 TERM

The term of this Lease shall be from February 1, 2020 to January 31, 2049 [not to exceed 29 years] both dates inclusive. This Lease shall be automatically renewed for successive ten-year periods thereafter upon mutually agreed-upon terms and approval of the renewal shall not be unreasonably withheld by the Lessor. This Lease is not transferable, See Article 5, Section G.

ARTICLE 3 RENT

The Lessee shall pay to the Lessor as rent for the Leased Premises the sum of \$.095 cents per square foot for the leased area, which contains a total of 2500 square feet, for a total amount of \$ 237.50, prorated in the first and last years of the Lease with the first-year payment of \$237.50 due at signing, and payable thereafter in advance of the 1st day of January of each and every consecutive year of the lease term commencing on January 1, 2020 subject to the provisions set forth in Article 5, Section A.

ARTICLE 4

Lessee agrees that rent charged is based on intended:

XX Personal Use, defined as the use of the Leased Premises in a manner which does not meet the definition of Commercial Use; or

_____ Commercial Use, defined as the operation of an airport-related business, which is open to the public, on or in the Leased Premises.

Lessee may change the intended use to that of another type, to be effective the following January 1st, if Lessee petitions the Airport Committee in writing no later than December 10th and the Committee approves the change no later than its December meeting. See also Article 5, Section F.

ARTICLE 5

ADDITIONAL PROVISIONS

- A. RENTAL INCREASES.** The Lessor may adjust the rental charge rate in the year 2010 and every five years thereafter, as determined by the Airport Committee in the same proportion as the cumulative change in the Consumer Price Index for all urban customers (CPI-U) over the same time period. In the event of a rate change, Lessor shall give Lessee sixty (60) days advance notice.
- B. IMPROVEMENTS.** Lessee agrees to erect on the Leased Premises a hangar, if not already constructed, and shall comply with all ordinances, building codes, and zoning restrictions for said airport, and the rules, regulations, and orders of the Airport Committee relative thereto.
- C. USE OF FACILITIES.** Lessee shall have the right to the non-exclusive use in common with others of the airport parking areas, appurtenances and improvements thereon; the right to install, operate, maintain and store, subject to approval of the Airport Committee, all equipment necessary for the safe hangaring of the Lessee's planes, specifically excluding any aviation gasoline or fuel; the right of ingress to or egress from the demised premises, which shall extend to Lessee's employees, guests and patrons; the right, in common with others so to do, to use common areas of the airport including runways, taxiways, aprons, roadways, and other conveniences for the take-off, flying and landing of aircraft of Lessee. Lessee shall not store any equipment or other material outside of its hangar without the written consent of the Airport Committee.
- D. COMPLIANCE WITH LAWS.** Lessee agrees to observe and obey during the term of this Lease all laws and ordinances, and the rules and regulations promulgated and enforced by the Airport Committee of the City of Burlington, and other proper authority having jurisdiction over the conduct of the operations of the airport including city, county, state and federal agencies or departments.
- E. INDEMNIFICATION.** Lessee agrees to indemnify and hold the Airport Committee and the City of Burlington free and harmless from loss from each and every claim and demand, of whatever nature, made on the behalf of or by any person or persons for any act or omission on the part of the Lessee, or Lessee's agents, employees, guests and patrons and from all loss or damage by reason of such acts or omissions.
- F. SUBLEASE-RENTAL OF PREMISES.** Lessee may sublet portions of the hangar constructed on the Leased Premises for the same purposes as stated in this Lease, subject to this policy of the Airport Committee relative to rental rates: It is agreed and understood by Lessee that the rate agreed to in this Lease is for (choose one) XX personal use _____ commercial use. Under this agreement it is understood by the parties that if property is sublet, the appropriate rate will be applied to this Lease from the following January 1. In the event that Lessee fails to disclose a sublease, he agrees to pay the City the amount of the increased rental for the period of any failure to so disclose.

In the event Lessee does enter into a sublease, Lessee shall require any subtenant to abide with all of the conditions of this lease agreement including the requirement that the subtenant shall hold the Airport Committee and the City of Burlington free an harmless from any loss for each and every claim or demand, of whatever nature, made by the subtenant against the Lessee.

herein or on behalf of or by any other person or persons for any act or omission on the part of the Lessee or subtenant or their agents or employees, or for any loss or damage by reason of such acts or omissions by the Lessee or its subtenant.

G. OWNERSHIP OF IMPROVEMENTS. Lessee shall retain title to all building or buildings constructed on said premises and such title shall be transferable subject to the Common Council's approval of a new Lease by and between the City of Burlington and the proposed transferee.

H. MAINTENANCE. Lessee shall maintain the structure(s) it occupies and the surrounding land and premises in good order and shall make such repairs as are necessary. In the event of fire or any other casualty, the owner of any such structure so affected shall either repair or replace the building and restore the leased land to its original condition or remove the damaged building and restore the leased area to its original condition; such action must be accomplished within 120 days of the date the damage occurred. In the event that Lessee determines not to rebuild and in fact restores the Leased area to its original condition, this Lease may be terminated pursuant to Article 5, Section U(3).

In the event Lessee fails to comply with this provision, Lessor may, after thirty (30) days notice to the Lessee, enter onto the premises for the purpose of completing said maintenance, making such repairs as are necessary, or restoring the leased land to its original condition. In the event Lessor does so, Lessor shall charge the Lessee the cost of any such maintenance or repairs. If Lessee refuses to pay any such charge within thirty (30) days, Lessor shall have the right to terminate this lease. See Article 5, Section U. In the event the Lessor removes Lessee's hangar under this section, Lessor shall proceed to enforce its lien rights pursuant to Article 5, Section U.

I. ACCESS FOR INSPECTION. Lessor reserves the right to enter upon the premises at any reasonable time for the purpose of making any inspection it may deem expedient to the proper enforcement of any of the covenants or conditions of this agreement.

J. FIRE AND POLICE PROTECTION. Lessor agrees to extend to Lessee the same fire and police protection extended to the other tenants of facilities in the airport. Lessee shall arrange for annual inspection of the hangar sites and buildings by the local fire inspector, or at such other frequency as required by state statute.

K. TAXES. Lessee shall pay all taxes or assessments that are levied against personal property of the Lessee and/or the buildings which are erected on lands leased exclusively to Lessee. In the event that said personal property taxes are not paid 30 days after becoming due, Lessee shall be considered in default of this Lease. See Article 5, Section M.

L. ADVERTISING. Lessee agrees that no sign or advertising matter may be erected without the written consent of the Lessor.

M. DEFAULT. If Lessee fails to pay rent when due, or commits waste or breaches any other covenant or condition of this Lease, Lessor shall give Lessee notice to pay the rent, repair the waste or comply with the Lease on or before a date at least 30 days after the giving of the notice, and that failure to comply will result in the termination of the tenancy. If the tenancy is so terminated, Lessor shall proceed under Article 5, Section U.

N. FUTURE DEVELOPMENT. Lessor reserves the right to further develop or improve the landing area of the airport as it sees fit, regardless of the desires or view of the

Lessee and without interference or hindrance from Lessee. The Lessor reserves the right, but shall not be obligated to the Lessee, to maintain and keep in repair the landing area of the airport and all publicly owned facilities of the airport; together with the right to direct and control all activities of the Lessee in this regard.

Lessor reserves the right to take any action it considers necessary to protect the aerial approaches to the airport against construction, together with the right to prevent the Lessee from erecting, or permit to be erected, any building or other structure on the airport which, in the opinion of the Lessor, would limit the usefulness of the airport or constitute a hazard to aircraft.

O. RESTRICTIONS. Lessor will not exercise or grant any right or privilege which would operate to prevent the Lessee from performing any services on its aircraft with its own employees that it may choose to perform. These services shall include, but are not limited to, maintenance and repair. Lessee may not provide any type of maintenance or service to aircraft not owned by Lessee upon said Leased Premises .

P. PREEMPTION OF LEASE. During the time of war or national emergency, Lessor shall have the right to lease the landing area, or any part thereof, to the United States Government for military or naval use; and if any such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of the lease to the Government shall be suspended.

All leases shall be subordinate to the provisions of any existing or future agreement between the Lessor and the United States relative to the operation or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the airport.

Q. NON-DISCRIMINATION. The Lessee, for himself or successors in interest and assigns, as a part of the consideration hereof, does hereby covenants and agree that: (1) no person, on the grounds of race, color, religion, or national origin, shall be excluded from participation in, denied the benefits of, or otherwise subject to discrimination in the use of the leased facilities of the City of Burlington Municipal Airport; (2) in the construction and maintenance of any improvements on, over, or under such land and the furnishing of services thereon or therein, no person on the grounds of race, color, religion or national origin shall be excluded from participation in, denied the benefits of, or otherwise subject to discrimination; (3) the Lessee shall use the premises in compliance, as applicable, with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Sub-Title A, Office of the Secretary, Part 2I, Non-Discrimination, in federally assisted programs of Title VI of the Civil Rights Act of 1964, and as said regulation may be amended.

R. HAZARDOUS SUBSTANCE INDEMNIFICATION. Lessee represents and warrants that its use of the Premises herein will not generate any Hazardous Substance, and it will not store or dispose on the Premises nor transport to or over the Premises any Hazardous Material or Substance in violation of any applicable federal, state, or local law, regulation or rule then presently in effect. Lessee further agrees to hold the City of Burlington harmless from and indemnify the City of Burlington against any release of such Hazardous Substance and any damage, loss, or expense or liability resulting from such release, including all attorney's fees, costs and penalties incurred as a result thereof which was caused by Lessee or any of its employees or agents. "Hazardous Substance" shall be interpreted broadly to mean any substance or material defined as a radioactive substance, or other similar term by any

federal, state or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time, and it shall be interpreted to include, but shall not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease.

The City of Burlington represents and warrants that it has no knowledge of any Hazardous Substance existing on the Owned Premises in violation of any applicable federal, state or local law, regulation or rule. The City of Burlington further agrees to hold Lessee harmless from and indemnify Lessee against any damage, loss, or expense or liability resulting from the existence on the Owned Premises of any such Hazardous Substance, including all attorneys' fees, costs and penalties incurred as a result thereof, unless caused by Lessee, any other Lessee, or any of their employees, agents, guests or patrons.

S. INSURANCE. The Lessee agrees that it will deposit with the Lessor a policy of comprehensive liability insurance. The policy shall be issued by a company licensed to do business in Wisconsin and shall insure the Lessee against loss from liability to the amount of \$1,000,000 for each occurrence and in the amount of \$2,000,000 aggregate, which shall name the Lessor as an additional insured. The cancellation or other termination of any insurance policy issued in compliance with this section shall automatically terminate the Lease unless another policy has been filed and approved pursuant to this section and shall be in effect at the time of such cancellation or termination.

T. SNOW REMOVAL POLICY. The Lessor's and the Lessee's responsibilities for snow removal are defined under the City of Burlington's Snow Removal Policy. This Policy was adopted by a resolution of the Burlington Common Council. This policy may be amended or updated at any time without notification. Each party agrees to abide by the then-current terms of said Policy.

U. TERMINATION. (1) By Default. In the event that Lessee defaults under Article 5, Sections H., M., or S., or by other operation of law, the tenancy shall be terminated, Lessor shall have the right to re-enter or repossess the leased property, either by force, summary proceedings, surrender, or otherwise, and dispossess and remove there from Lessee, and its effects, without being liable to any prosecution therefore, and Lessee shall surrender possession of the premises, and Lessee hereby expressly waives the service of notice of intention to re-enter or of instituting legal proceedings to that end.

(2) By Expiration. In the event that this Lease is terminated pursuant to Article 2 hereof, Lessee shall either: a. Sell its hangar to a third party, and the buyer thereof shall enter into a new Lease with the City of Burlington, which sale and transfer shall not be effective until and unless approved by the Common Council; or b. By or before the last date of the term of the Lease, remove its hangar and all equipment and restore the premises to the condition it was in prior to the construction of the hangar.

(3) By Mutual Consent. This Lease may be terminated by the mutual consent of the parties, upon the entry into a new Lease or such other terms and conditions agreed to as evidenced by the signatures of the parties hereto.

(4) Lien Rights. Lessor shall, in any event, have liens on Lessee's hangar and other personalty, including Lessee's aircraft, pursuant to Wis. Stat. §§ 704.05(5) and 779.43(3), and shall enforce such liens as provided by law, but shall have, in addition to those rights provided by Wis. Stat. § 704.05(5)(a) 1. and 2., the right to demand payment of past due rent and/or other charges due from Lessee under the terms of this Lease for release of the lien, or apply the

proceeds of sale to past due rent and/or other charges due from Lessee under the terms of the Lease.

V. GENERAL PROVISIONS. The following provisions shall apply to this Agreement:

- (1) Rights and liabilities of the parties shall bind and inure to the benefit of their personal representatives, heirs, successors and assigns.
- (2) This agreement constitutes the entire agreement pertaining to the subject matter and supersedes all prior and contemporaneous agreements of the parties in connection therewith.
- (3) In construing this Lease, feminine or neuter pronouns may be substituted for those masculine in form and vice versa and plural terms may be substituted for singular and singular for plural in any place in which the context so requires.
- (4) The captions contained in this Agreement are for reference only and do not form part of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals they day and year first herein written.

Approved by the Airport Committee on: 1/23/2020

AIRPORT MANAGER:

LESSEE:

Gary B. Meisner

Signature

Gary B. Meisner
Print (or type) name

Mark Van de Bogaert 2/5/20
Signature

Mark Van de Bogaert
Print (or type) name

Approved by Common Council on: _____

CITY OF BURLINGTON

Signature

Title



COMMITTEE OF THE WHOLE

ITEM NUMBER 6D

DATE: March 3, 2020

SUBJECT: MOTION 20-958 -To consider approving the 2020 Fireworks Agreement for July 4, 2020 with Five Star Fireworks Co.

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

BACKGROUND/HISTORY:

Presented before you tonight, is Five Star Firework’s 2020 Fireworks Agreement for this year’s July 4th fireworks, to be displayed on the ChocolateFest grounds located at 681 Maryland Avenue. Five Star Fireworks, Co. has provided fireworks for the July 4th in the City of Burlington since 2014 with great success and popularity.

The following companies were requested a quote for this year's July 4th display:

Five Star Fireworks	Contract attached
A.R.F. Pyro & Professional Displays	Booked on 7/4/2020 and 7/4/2021
Krueger Pyrotechnics	Booked on 7/4/2020, min. \$20,000 for July 4 shows.
J & M Displays	No response
Melrose Pyrotechnics	Quote attached
Spielbauer Fireworks Co.	Booked on 7/4/20. Can quote for a different date if desired

Staff received two quotes for July 4th as shown below:

	Five Star (\$10,000) Number of Shells	Melrose (\$10,000) Number of Shells
Grand Opening	150	140
3-inch shells	150	212
4-inch shells	110	77
5-inch shells	42	0
Finale	612	279
Special Effects	600	400
Total Shells	2006	1108

Based on the amount of shells Five Star will supply, staff recommends approving the contract with Five Star. Five Star made some adjustments to the display compared with 2019, roughly 100 shells, to fit in our budget of \$10,000, which has been standard practice as the cost of fireworks goes up each year. Five Star feels the less shells should go unnoticed overall.

The terms and conditions in the attached agreement have remained the same as previous years. For your convenience, attached to the cover sheet is the itemized quote from 5-Star Fireworks, as well as a comparison sheet to 2019's show.

BUDGET/FISCAL IMPACT:

The amount of the Agreement is \$10,000. A down payment of \$3,000 shall be made upon signing of the Agreement. The remaining amount is due 30 days after the display. Payment is made through the Festivals Account within the General Fund.

A comparison of area community fireworks budgets has been attached for your convenience.

RECOMMENDATION:

Staff recommends approving the agreement with Five Star Firework Co.

TIMING/IMPLEMENTATION:

This item is for discussion at the March 3, 2020 Committee of the Whole meeting and is scheduled for the March 17, 2020 Common Council meeting for final consideration.

Attachments

Community Budget Comparison
Five Star Contract
Five Star 2020 Proposal
2019-2020 Firework Display Comparison
Melrose 2020 Proposal

Area Community Fireworks Budget Comparison

Municipality	Population	Date Held	Budget	
Raymond	3,516	July 3	\$ 20,000.00	Paid for by the Raymond Community Business Organization
East Troy	4,297	July 6	No response	Paid for by the Lions Club
Twin Lakes	6,064	July 4	\$ 10,000.00	Paid for by the Chamber of Commerce
Sturtevant	6,967	July 3	\$ 17,000.00	
Hales Corners	7,642	July 4	\$ 10,000.00	
Delavan	8,356	July 4	\$ 12,100.00	
St. Francis	9,442	July 4	No response	
Sussex	10,819	July 4	\$ 16,250.00	<i>Receives \$5000 in sponsorships*</i>
City of Burlington	10,924	July 4	\$ 10,000.00	
Cedarburg	11,465	July 4	\$ 10,000.00	Paid for by the Chamber of Commerce. City donates \$7000
Port Washington	11,762	July 4	No response	
Hartford	14,277	July 4	No response	
Oak Creek	36,354	July 4	\$ 15,000.00	

*Sussex bases their budget on \$1 per resident and the remaining balance from sponsorships

FIVE STAR FIREWORKS, CO.

Mystic Fireworks, Inc., d/b/a Five Star Fireworks

P. O. Box 143

Oconomowoc, WI 53066-0143

Telephone (262)569-7820; Cell (262)490-4164

THIS AGREEMENT is made this 24th day of January, 2020, between:

Mystic Fireworks Inc. d/b/a

FIVE STAR FIREWORKS

- and -

CUSTOMER, City of Burlington, 300 N. Pine St., Burlington, WI 53105

Customer agrees to engage Mystic Fireworks, Inc. d/b/a Five Star Fireworks, (“Five Star”) to shoot a fireworks show (“Show”) on July 4, 2020.

Customer agrees to pay Five Star the total price \$10,000.00, subject to modification for changes, for the labor, shooting and furnishing of fireworks for the Show referenced above.

A down payment of \$3,000.00 shall be made upon the signing of this Agreement. The remaining amount is due 30 days after the display.

Five Star and the Customer agree as follows:

FIREWORKS EXHIBITION TERMS AND CONDITIONS

1. **Parties.** This contract engages the services of Five Star to produce and perform pyrotechnic displays over a one-year period for the Customer as referenced above.

2. **Product.** Five Star agrees to furnish to Customer a fireworks display Show containing the fireworks indicated on the attached Exhibit “A” which is a list of the purchased fireworks to be used for the Show.

3. **Supply.** In the event any of the fireworks listed in Exhibit “A” should not be available through no fault of Five Star, Five Star reserves the right to substitute said fireworks with comparable fireworks without further notice. Any said substitutions will be of equal or greater value to Customer and will not affect the “look” or “feel” of the Show.

4. **Date.** The date of the Show shall be for July 4, 2020.

5. **Weather.** In case of inclement weather, the displays will be rescheduled for the following day or on such other day and time as mutually agreed. In the event inclement weather forces the cancellation of the Show and said Show is not rescheduled, Customer shall pay a restocking charge of 15% of the cost of the Show.

6. **Financing/Sponsorship.** Should a Customer lose funding for the Show or a sponsor of the Show withdraws funds, the Customer must give written notice of same to Five Star indicating what amount of funds were lost and what is the new budget for the Show. Notice must be received before the end of May of the year the Show is to be produced. The Customer will have the following options:

- a. **Cancellation.** If the funds available for the Show are less than the amount necessary to conduct a reasonable Show, then the contract for that year may be canceled. If the Customer has additional years remaining on its contract, then the Customer must make all reasonable efforts to secure financing for the remaining Shows. Cancellation of the contract due to lack of funds does not free Customer of the terms of this Contract or allow Customer to search out other fireworks companies to shoot the Show.
- b. **Reorganization.** After informing Five Star of the loss of funds, Customer can arrange with Five Star a reorganization the Show given the new amounts available. If notice is received less than thirty (30) days prior to the Show, any cancellation or change will be disallowed. Five Star reserves the right to refuse cancellation or reorganization of the Show based on its own judgment of the facts in any given situation.

7. **Personnel.** Five Star shall provide qualified personnel who will handle the delivery, set-up and execution of the display fireworks, as well as appropriate clean-up of the display area. Said personnel are under the direct control and supervision of Five Star. Any changes in the Show or information regarding the Show on the date of the Show must be referred to the site supervisor.

8. **Safety.** Five Star shall take all safety precautions with respect to the Show, shall comply with all safety measures required by the Contract, and with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority for the safety of persons or property at the Show. The following provisions are also necessary for the safety of the Show:

- a. **Area.** Customer shall provide Five Star with sufficient area to shoot said Show in a safe and reasonable manner in accordance with NFPA guidelines and standards.
- b. **Police and Fire.** Customer shall provide all necessary police and fire personnel, as well as any other appropriate protection necessary. This includes, but is not limited to contact with the police and fire departments in the area, providing private security as necessary, providing access to fire suppression equipment and water, and any other necessary safety personnel or equipment.
- c. **After-Show Inspection and Clean-Up.** Five Star will, to the best of its ability, conduct a search of the grounds after the Show, in an effort to dispose of any unexploded shells and for a general clean-up of the area. The extent of this inspection and clean-up may be affected by other commitments, inclement weather, or other unforeseeable circumstances, including, but not limited to; fire, lighting, rain, snow, or any other factors that hamper its after-show inspection and clean-up.
- d. **Morning Search.** Customer explicitly acknowledges and accepts responsibility to conduct a search of the grounds and surrounding area the morning after the Show. Customer acknowledges that this search is of critical importance. If any unexploded or defective fireworks are found that were missed during Five Star's inspection the previous evening, Customer shall notify Five Star immediately for further instructions concerning proper disposal.

9. **Hold Harmless.** To save harmless Five Star and all other workers or subcontractors from any and all losses or damage (including, without limiting the generality of the foregoing, legal fees and disbursements paid or incurred by Five Star to enforce the provisions of this Contract) occasioned by

the failure of the Customer to carry out the provisions of this Contract unless such failure results from causes beyond the control of the Customer.

10. **Non-Assignment.** Not to assign or sub-let this Contract, or any part thereof, and not to assign any money due or to become due hereunder without first obtaining the written consent of the Customer hereto.

11. **Compliance.** To comply with all federal and state laws, codes, and regulations and all municipal ordinances and regulations effective where the work under this Contract is to be performed.

12. **Permits.** The customer will be responsible for obtaining all necessary permits for the Show. Failure to obtain permits may result in cancellation of the Show.

13. **Entire Agreement.** This Agreement constitutes the entire Contract of the parties. It is expressly agreed that no statement, arrangement, warranty, or understanding, oral or written, express or implied, will be recognized unless it is stated in, or otherwise permitted by, this Agreement. Customer warrants that the person executing this Agreement, and any subsequent change orders, has legal authority to do so. Customer acknowledges review and approval of the entire Agreement before execution. This Agreement is not assignable by either party without the other's consent.

14. **Debt or Obligations.** Each party shall be responsible for its separate debts and obligations.

15. **Payment.** The cost of each display shall be \$10,000.00, and the cost of \$2,000,000.00 liability insurance shall be included, for a total amount due of \$10,000.00, plus sales tax, if applicable. At the time of the signing of this Contract, the Customer shall pay a deposit in the amount of \$3,000.00. The remaining balance shall be due and payable 30 days after the evening of the Show. A 5% financing charge shall be applied per month until the receipt by Five Star of any unpaid balance.

16. **Indemnification.** Five Star shall indemnify Customer against all liability to any person for or by reason of any condition, whether defective or otherwise, of any fireworks, apparatus, equipment, or fixtures furnished by Five Star in connection with the Show, and against all liability to any person for or by reason of any act of omission of Five Star or any of its agents or employees.

17. **Severability.** The invalidity of any part of this Agreement shall not be deemed to affect the validity of any other part. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provisions.

18. **Access.** Customer agrees to maintain access for Five Star to the display area, to keep the site free from obstructions, and to obtain permission for Five Star to gain access through any property as necessary to facilitate the shooting of the Show. Customer shall be solely responsible for all risk, shall hold Five Star harmless and free of liability, and shall compensate for any damage or costs arising out of such access or the failure to maintain access.

19. **Protection of Customer's Property and Site.** Customer agrees to remove or protect any personal property inside and outside the display area. Five Star shall take reasonable efforts to avoid damage to existing property, and in such event, shall not be responsible for damage to the Customer's property or any other property in the area where the Show was shot, including existing walks, driveways, telephone or electric lines, lawn, shrubs, trees, homes or other property whether caused in whole or in part by Five Star, its employees or subcontractors, or their suppliers in the performance of the Show or in the delivery of materials to the display site.

20. **Insurance.** Five Star shall maintain workers compensation and general liability insurance (in an amount of \$2,000,000.00), as necessary, either through itself or its parent company, Five Star Fireworks, Corp. Customer, as appropriate, shall maintain homeowners insurance covering all physical loss to any structure or buildings near the display area, and expressly including, but not be limited to; coverage for multiple perils, collapse, fire, weather damage, theft, vandalism and malicious mischief, naming Five Star as additional insured. Customer assumes all risk of loss during the Show, save for what is covered under the policies held by Five Star on its behalf. It is the Customer's responsibility to contact their insurance agent and inform them of the necessary required coverage or assume any loss not covered by their insurance carrier.

21. **Alternative Dispute Resolution.** In the event that either party requests, in writing, that a dispute relating in any way to this Agreement be resolved by mediation, the other party to this contract *must* proceed to mediate the dispute prior to filing a lawsuit. In the event mediation is requested, the mediation shall be conducted by the Mediation Service of the Metropolitan Builders Association of Greater Milwaukee or any other mediator or group that the parties can mutually agree to. Disputes that are subject to mandatory mediation include, but are not limited to contractual disputes and disputes directly relating to the Show or to the provision of services and/or materials for the Show. The parties agree, in the event the dispute proceeds to mediation, that they will make a good faith effort to resolve their dispute(s) through the mediation process and that they will abide by the MBA Mediation Service policies and procedures.

22. **Waiver.** Customer's commencement of litigation against Five Star for breach of contract or other dispute(s) prior to providing the notice required above, shall be deemed a waiver of any and all claims Customer may have had against Five Star for breach of contract or other dispute(s).

23. **Acceptance.** In executing this Agreement, Customer represents that Customer has the necessary financial resources to fulfill its obligations under this Agreement and has the legal authority to execute this Agreement.

By signing this Agreement, Customer represents and warrants that: (1) they have the authority to execute this Agreement for the Show; and (2) they have reviewed and approved the Agreement and the attached Exhibit "A." This Agreement shall become binding on Five Star and Customer upon signing below.

Submitted by Five Star:

By: _____ Date: January 24, 2020
Tim Heinecke, President

The undersigned Customer certifies that he/she has carefully read this entire Agreement before signing below and acknowledges receipt of a copy of the entire Agreement at the time of signing.

Accepted by Customer:

By: _____ Date: _____

Accepted by Five Star:

By: _____ Date: _____
Tim Heinecke, President



PREPARED FOR

City of Burlington

July 4, 2020

GRAND OPENING

150 1 ¼ BROCADE KING WITH BRIGHT BLUE STARS

MAIN EVENT

10 THREE INCH FLASH SALUTES

Salutes will be used to signal the open of your show
and will continue throughout the program.

50 THREE INCH CROWN PYRO COLOR DISPLAY SHELLS

40 THREE INCH CROWN PYRO DISPLAY SHELLS

50 THREE INCH DANCING DRAGON DISPLAY SHELLS

150 Total Three Inch Shells

Three inch display shells include: Colored Diadems, Crossett's, Tiger Tails, Sneaking Peony's, and Bright Stars to name a few.

20 FOUR INCH CROWN PYRO DISPLAY SHELLS

20 FOUR INCH CROWN PYRO SHELLS WITH TAILS

35 FOUR INCH SPECIALTY YUNG FENG DISPLAY SHELLS

35 FOUR INCH FLOWER KING DISPLAY SHELLS WITH TAILS

110 Total Four Inch Shells

Four inch display shells include: Multi-Colored Crossett's, Shimmering Peony's, Bright Kamuros, Glowing Comets, and many more.

- 12 FIVE INCH CROWN PYRO DISPLAY SHELLS WITH TAILS
- 12 FIVE INCH DANCING DRAGON DISPLAY SHELLS
- 10 FIVE INCH CROWN PYRO DISPLAY SHELLS WITH TAILS

Five inch display shells include: Falling Leaves, Colored Diadems, Falling Willows, Giant Peony's, Bright Stars, and a wide variety of other effects.

- 8 FIVE INCH AN-PING MULTI-BREAKING DISPLAY SHELLS
ALL SHELLS ARE TWO FULL SIZE BREAKS

42 Total Five Inch Shells

- 20 SIX INCH CROWN PYRO DELUXE DISPLAY SHELLS
The Crown Pyro Deluxe line was designed to have larger pattern breaks with bold colors and a longer burn time.

20 Total Six Inch Shells

FINALE

- 150 1 ½ INCH COLOR STRODE TO TIME RAIN
- 50 TWO INCH TITIANUM SALUTES WITH REPORT
- 200 1 ½ INCH CRACKLING COCONUT TREES
- 62 THREE INCH DANCING FINALE COLOR SHELLS WITH TAILS
- 60 THREE INCH GOLD CROWN FINALE SHELLS
- 30 THREE INCH PYRO FINALE COLOR SHELLS AND SALUTES
- 30 THREE INCH CROWN PYRY CANOPY SHELLS WITH FLASH
- 30 FOUR INCH CROWN PYRO DROCADE FINALE SHELLS

The conclusion of your show will consist of more than 600 shells to end the show on an extremely dramatic note!



SPECIAL EFFECTS

200	1 ½ INCH BROCADE COCONUT TO TIME RAIN
200	1 ½ INCH COLOR DAHLIA WITH COLOR TAIL
200	1 ½ INCH CRACKLE WILLOW WITH GLITTER

Special effects will be presented as 3 dramatic segments throughout your show!!!

The length of this show will be 20-23 minutes duration.
Program Exhibit "A"

Display Budget \$10,000.00
(Plus Sales Tax)

2019	2020	TYPE OF SHELL
GRAND OPENING		
150	150	1 ¼ BROCADE KING WITH BRIGHT BLUE STARS
150	150 Total Grand Opening Shells	
MAIN EVENT		
12	10	THREE INCH FLASH SALUTES
50	50	THREE INCH CROWN PYRO COLOR DISPLAY SHELLS
40	40	THREE INCH CROWN PYRO DISPLAY SHELLS
50	50	THREE INCH DANCING DRAGON DISPLAY SHELLS
152	150 Total Three Inch Shells	
20	20	FOUR INCH CROWN PYRO DISPLAY SHELLS
20	20	FOUR INCH CROWN PYRO SHELLS WITH TAILS
36	35	FOUR INCH SPECIALTY YUNG FENG DISPLAY SHELLS
44	35	FOUR INCH FLOWER KING DISPLAY SHELLS WITH TAILS
120	110 Total Four Inch Shells	
10	12	FIVE INCH CROWN PYRO DISPLAY SHELLS WITH TAILS
15	12	FIVE INCH DANCING DRAGON DISPLAY SHELLS
10	10	FIVE INCH CROWN PYRO DISPLAY SHELLS WITH TAILS
15	8	FIVE INCH AN-PING MULTI-BREAKING DISPLAY SHELLS
50	42 Total Five Inch Shells	
27	20	SIX INCH CROWN PYRO DELUXE DISPLAY SHELLS
27	20 Total Six Inch Shells	
FINALE		
100	150	1 ½ INCH COLOR STRODE TO TIME RAIN
60	50	TWO INCH TITIANUM SALUTES WITH REPORT
200	200	1 ½ INCH CRACKLING COCONUT TREES
60	62	THREE INCH DANCING FINALE COLOR SHELLS WITH TAILS
60	60	THREE INCH GOLD CROWN FINALE SHELLS
30	30	THREE INCH PYRO FINALE COLOR SHELLS AND SALUTES
30	30	THREE INCH CROWN PYRY CANOPY SHELLS WITH FLASH
20	30	FOUR INCH CROWN PYRO DROCADE FINALE SHELLS
560	612 Total Finale Shells	
SPECIAL EFFECTS		
150	200	1 ½ INCH BROCADE COCONUT TO TIME RAIN
150	200	1 ½ INCH COLOR DAHLIA WITH COLOR TAIL
200	200	1 ½ INCH CRACKLE WILLOW WITH GLITTER
200	0	1 1/2 INCH GREEN STROBE TO CRACKLE PISTOL
700	600 Total Special Effect Shells	
2108	2006 Total Show Shells	



City Of Burlington

January 28th, 2020

Enclosed is the quote for the July 4th display. The quoted price is all inclusive. It includes all our costs associated with putting on the display. I have included a copy of our contract, so that you can see what our payment terms are.

Please call me if you have any other questions.

Sincerely,

Matt Langer
Event Producer

Melrose Pyrotechnics

1 Kingsbury Industrial Park
P.O. Box 302
Kingsbury, IN 46345

T 219-393-5522 800-771-7976
F 219-393-5710 800-775-7976

melroseyro.com

MELROSE PYROTECHNICS, INC.

AGREEMENT

This contract entered into this 28th Day of January AD 2020 by and between MELROSE PYROTECHNICS, INC. of Kingsbury, Indiana and City of Burlington (CUSTOMER) of City Burlington State Wisconsin.

WITNESSETH: Melrose Pyrotechnics, Inc. for and in consideration of the terms hereinafter mentioned, agrees to furnish to the Customer One (1) Fireworks Display(s) as per agreement made and accepted and made a part hereof, including the services of our Operator to take charge of and fire display under the supervision and direction of the Customer, said display to be given on the evening of July 4, 2020 Customer Initial _____, weather permitting, it being understood that should inclement weather prevent the giving of this display on the date mentioned herein the parties shall agree to a mutually convenient alternate date, within six (6) months of the original display date. If the show is rescheduled prior to our truck leaving the facility, Customer shall remit to Melrose Pyrotechnics, Inc. an additional 15% of the total contract price for additional expenses in presenting the display on an alternate date. If the show is rescheduled after our trucks leave the facility, Customer shall remit to Melrose Pyrotechnics, Inc. an additional 40% of the total contract price for additional expenses incurred. The determination to cancel the show because of inclement or unsafe weather conditions shall rest within the sole discretion of Melrose Pyrotechnics, Inc. In the event the Customer does not choose to reschedule another date or cannot agree to a mutually convenient date, Melrose Pyrotechnics, Inc. shall be entitled to 50% of the contract price for costs, damages and expenses. If the fireworks exhibition is canceled by Customer prior to the display, Customer shall be responsible for and shall pay to Melrose Pyrotechnics, Inc. on demand, all Melrose Pyrotechnics Inc.'s out of pocket expenses incurred in preparation for the show including, but not limited to, material purchases, preparation and design costs, licenses and employee charges.

MELROSE PYROTECHNICS, INC. agrees to furnish all necessary fireworks display materials and personnel for a fireworks display in accordance with the program approved by the parties. Quantities and varieties of products in the program are approximate. After final design, exact specifications will be supplied upon request. Should this display require any Union related costs; their fees are not included in this agreement.

It is further agreed and understood that the CUSTOMER is to pay MELROSE PYROTECHNICS, INC. the sum of Ten Thousand Dollars and 00/100 (\$10,000.00). A service fee of 1 ½ % per month shall be added, if account is not paid within 30 days of the show date.

MELROSE PYROTECHNICS, INC. will obtain Public Liability and Property Damage and Workers Compensation Insurance. All those entities/individuals who are listed on the certificate of insurance will be deemed an additional insured on our liability policy.

CUSTOMER will timely secure and provide the following items:

- (a) Sufficient area for the display, including a minimum spectator set back of 300 feet at all points from the discharge area.
- (b) Funds for all permits, licenses, and approvals as required by local, state and federal laws for fireworks display.
- (c) Protection of the display area by roping-off or similar facility.
- (d) Adequate police protection to prevent spectators from entering display area.
- (e) Search of the fallout area at first light following a nighttime display.

It is further agreed and mutually understood that nothing in this contract shall be construed or interpreted to mean a partnership, both parties being hereto responsible for their separate and individual debts and obligations and neither party shall be responsible for any agreements not stipulated in this contract. Customer agrees to pay any and all collection costs, including reasonable attorney's fees and court costs incurred by Melrose Pyrotechnics, Inc. in the collection or attempted collections of any amount due under this agreement and invoice.

The parties hereto do mutually and severally guarantee terms, conditions, and payments of this contract, these articles to be binding upon the parties, themselves, their heirs, executors, administrators, successors and assigns.

MELROSE PYROTECHNICS, INC.

By 

Date Signed: January 28, 2020

Matt Langer - Event Producer

P.O. Box 302, 1 Kingsbury Industrial Park

Kingsbury, IN 46345

(800) 771-7976

CUSTOMER

By _____
Its duly authorized agent, who represents he/she has full authority to bind the customer.

Date Signed _____
(PLEASE TYPE OR PRINT)

Name _____

Address _____

Phone _____

Email _____

Event Name Burlington, Wisconsin

Event Date July 4, 2020

Client Contact Person Ms. Megan Watkins

Type of Show Fireworks Display

Length of Show 20 Minutes

Type of Pyrotechnic Effects Low Level Pyrotechnic Effects to 4" Aerial Shells

Proposal Includes
Five Million Dollars Public Liability Insurance
Licensed Professional Pyrotechnicians
Workers Compensation Insurance
All Fireworks Material Necessary to the Production
All Firing Equipment Necessary to the Production

Proposal Cost \$10,000.00

“Melrose is like part of the family.”

- Nichole Manning, Senior Director of Game Operations for the Chicago White Sox

Proposal

In an effort to provide you with a detailed and clear proposal, we have included a list of components to be considered for the design of your Melrose Pyrotechnics display. Please take a moment to review our show design concepts and proposed pyrotechnic effects.

Opening Segment

The opening scene of your show is one of the most important segments of the display. Whether you choose a traditional display or a pyromusical, our design team members are masters at tailoring your opening segment to thrill your audience from the very first shot. Your audience will be captivated immediately, as we set the tone, pace, and feel for the rest of the program. This is traditionally established through a barrage of multi-shot effects paired with an assortment of aerial shells.

Design Components

Red Peony Fan with Silver Tail

Golden Glittering Chrysanthemums with Red Pistils

White Peony Fan with Silver Tail

Golden Glittering Chrysanthemums with Green Pistils

Blue Peony Fan with Silver Tail

Golden Glittering Chrysanthemums with Yellow Pistils

Main Body

After your audience is fully enthralled in the spectacle of the opening segment, we transition into the main body of the display. You will experience our commitment to design and organization first-hand as we present a progression of scenes that we design specifically for you and your show. Because every device that we incorporate into your show is hand-picked, meticulously tested, and rated by our design team, we are able to build a cohesive program that is highly dynamic and suited to your event and audience.

Design Components

Color Strobing Dahlias with Matching Tails

Diadem Chrysanthemums to Crackling Tips

Color-Changing Pastel Crossettes

Brocade Kamuro with 1000's Bouquet Pistils

Assorted Patterns; Smiling Face, Hearts and Stars

Magical Peonies to Gold Centers

This proposal is intended to give an approximate show design and description. Please contact your Melrose Pyrotechnics Event Producer with any questions or concerns.

Grand Finale

The ultimate destination and final act of every fireworks display is the grand finale. This is the segment of the show that your audience will remember above everything else. Careful design and product selection are vital components of the process we use to customize your grand finale. Not only sound, but color, flight time, effect duration, impact, and presentation are all criteria we consider when choreographing your grand finale.

Design Components

Multi-color Finale Chrysanthemum Shells with Silver Tails

Triple Peony with Strobing Tips Barrage

Red White and Blue Cross Ring Finale Shells

Signature - Heavy Crackling Golden Willows

Double Layer Peony Shells with Flashing Cores

Assorted Color and Flash Salute Finale Shells

Silver Comets to Titanium Reports Finale Chain

Dark Thunder Salutes

Special Effects/Multi-Shots

In addition to the shells, multi-shots, candles, and chains that we implement throughout all segments of your show, we employ an extraordinary catalog of special effects and display techniques that we use to complement the traditional crowd favorites. These effects range from nautical shells, custom angled Roman candle scenes, expansive ground effect placements featuring strobes and flares, and layered multi-shot effects, as well as custom-pattern shapes that are manufactured just for Melrose, such as hearts and smiling faces. These special effects work in harmony and greatly enhance the look and feel of any display!

Design Components

Magical Peony with Gold Brocade Ring

Euro Style Candle Glitter Comet with Red Comet Tip

Patriotic Palms in Red, Silver and Blue

Purple Sunflower with Rising Splitting Pedals

Strobing Waterfalls in Rosy Red or Luscious Lemon

Saturns of Red, Green and Purple with Kamuro Rings

Multi-color Pastel Crossette Mine Candle

Color Changing Silver Crown to Purple/Green Crossettes

This proposal is intended to give an approximate show design and description. Please contact your Melrose Pyrotechnics Event Producer with any questions or concerns.

Mult-Shots

Design Components

Yellow Peonies with Silver Tails

Golden Crackling Chrysanthemums

Green-Color Palm with Green-Color Tails

Green Swirling Whistles with Green Tips

Golden Crackling with Palm Flowers

Lamp Black Gold Coconut Shells

Product Description

Yellow-Colored Peonies over Silver Tails

Golden chrysanthemum breaks

Green-colored palm tree leaves over green-color tails

Screaming whistles erupting to green thunderous noise

Golden crackling palms bursting into golden flowers

Deep gold with bushy coconut shells

Program

In an effort to provide you with a detailed and clear proposal, we have included a list of components to be considered for the design of your Melrose Pyrotechnics display. Please take a moment to review our show design concepts and proposed pyrotechnic effects.

Opening Segment

Shot Quantities

100

Multi-Shot Items

Whistle and Coconut Titanium Salute with Color Fan Barrage

Product Description

Screaming whistles erupting into white bursts with a thunderous noise

Aerial Shells

5	2 ½" Dancing Fireworks Group
5	2 ½" Sunny International
5	2 ½" Glorious Entertainment Production
5	2 ½" Lidu Fireworks Corporation Ltd.
20	2 ½" Riccardo Caballer

The opening segment of our show includes an assortment of aerial shells from several of our favorite manufacturers. This variety of effects will captivate and invite the audience to immerse themselves into the night sky canvas we are painting in front of them.

This proposal is intended to give an approximate show design and description. Please contact your Melrose Pyrotechnics Event Producer with any questions or concerns.

Main Body

Shot Quantities	Aerial Shells	Product Description
64	2 ½" Glorious Entertainment Production	This selection of assorted of 3" shells will fill the night sky with color and sound. Laying the foundation of your display in the canvas of the dark, our diverse collection of colors and break patterns look great alone or when used as complimentary devices in combination with effects such as candles and multi-shot boxes.
45	2 ½" Vulcan Premier Fireworks	
30	3" Anping Fireworks	
21	3" Dancing Fireworks Group	
19	3" Glorious Entertainment Production	
17	3" Sunny International	
16	3" Yung-Feng Fireworks	
16	4" Dancing Fireworks Group	Our catalog of 4" shells is second to none in terms of both quality and diversity. Whether we are enhancing a scene of low level effects or designing a central theme to your display with them, our 4" shells are the layers of paint on top of the canvas foundation. Unique to this size are crossettes and specialty Euro-style cylinders.
14	4" Glorious Entertainment Production	
13	4" Icon Pyrotechnics International	
11	4" Lidu Fireworks Corporation Ltd.	
10	4" Sunny International	
8	4" Vulcan Premier Fireworks	
5	4" Yung-Feng Fireworks	

This proposal is intended to give an approximate show design and description. Please contact your Melrose Pyrotechnics Event Producer with any questions or concerns.

Grand Finale

Shot Quantities	Multi-Shot Items	Product Description
17	Quick Crackling Crossette	Bright magnesium crackling crossettes fired all at once creating a gold glitter with delayed crackling sparks
17	Red Comets to Red Crossettes	Patriotic red comets crossing each other to burst into crossettes of red
17	Blue Comets to Blue Crossettes	Patriotic blue comets crossing each other to burst into crossettes of blue
16	Silver Comets to Silver Crossettes	Patriotic white comets crossing each other to burst into crossettes of white
16	Red Comet Tail to Red Crossette	Stickless rockets bursting into red-color crossettes creating a sky of red falling stars
16	Blue Comet Tail to Blue Crossette	Stickless rockets bursting into blue-color crossettes creating a sky of blue falling stars
	Aerial Shells	
100	2 ½" Anping Fireworks	As we arrive at our finale, the progression of the show has allowed us to set up your audience for the high impact moment they have been waiting for. This selection of aerial shells compliment the rhythm and pace of the program to conclude your event with a powerful ending that will leave your audience roaring in applause.
14	3" Anping Fireworks	
14	3" Dancing Fireworks Group	
14	3" Glorious Entertainment Production	
14	3" Icon Pyrotechnics International	
12	3" Lidu Fireworks Corporation Ltd.	
12	3" Sunny International	

This proposal is intended to give an approximate show design and description. Please contact your Melrose Pyrotechnics Event Producer with any questions or concerns.

Special Effects

Shot Quantities	Multi-Shot Items	Product Description
25	Fan-Shaped Silver Comet and Titanium Salute	Fan-shaped silver comets with atomic titanium salutes
25	Color Crossette Fan Multi-Shot	Fan-shaped rainbow-color crossettes creating a rainbow in the night sky
25	Mixed Peony Multi-Shot	Vibrant pastel-colored peonies in teal, lemon, mauve, aqua, and cyan
25	Blue Tail To Brocade Coconut Crackling	Bright blue comets with golden brocade crackling coconut branches
50	Assorted Colors Rising Stars Changing into Silver Whistles	Assorted glittering colors pressed into a silver whistling jacket
50	Lamp Black Gold Coconut Shells	Deep gold with bushy coconut shells
100	Sparkling Blue inner Shells	Round breaking blue shimmering shells
100	Fan-Shape Color Whistling Dragon	Fast repeating fan shaped rows of colored flares changing into swirling silver whistling jackets

This proposal is intended to give an approximate show design and description. Please contact your Melrose Pyrotechnics Event Producer with any questions or concerns.