



AGENDA
COMMITTEE OF THE WHOLE
Tuesday, November 17, 2015 at 6:30 p.m.
Common Council Chambers - 224 East Jefferson Street

Mayor Robert Miller

Edward Johnson, Alderman, 1st District

John Ekes, Alderman, 1st District

Ruth Dawidziak, Alderman, 2nd District

Bob Grandi, Alderman, 2nd District

Tom Vos, Council President, Alderman, 3rd District

Jon Schultz, Alderman, 3rd District

Thomas Preusker, Alderman, 4th District

Todd Bauman, Alderman, 4th District

Student Representatives:

Shiyue Xie (BHS)

Abigail Sibilski (BHS)

1. Call to Order – Roll Call
2. Citizen comments
3. Approval of minutes for November 3, 2015 (*E. Johnson*)
4. **Topic:** Resolution 4755(29) to consider authorizing an application to the Public Service Commission for authority to increase water rates charged by the Burlington Water Utility. This item is scheduled for final consideration at the November 17, 2015 Common Council meeting.
5. **Topic:** Resolution 4756(30) to consider approving an Extraterritorial Certified Survey Map for Gail Ketterhagen for property located at 5741 Brever Road in the Town of Burlington. This item is scheduled for final consideration at the November 17, 2015 Common Council meeting.
6. **Topic:** Resolution 4757(31) to consider adopting a Certified Survey Map for property located at 1624 and 1700 S. Teut Road. This item is scheduled for final consideration at the December 1, 2015 Common Council meeting
7. **Topic:** Ordinance 2002(8) to consider amending the Official Zoning Map for property located at 1624 & 1700 S. Teut Road to rezone from B-1, Neighborhood Business District to Rm-4/PUD, Multi-Family Residential with a Planned Unit Development (PUD) Overlay. This item is scheduled for final consideration at the December 1, 2015 Common Council meeting.
8. **Topic:** Ordinance 2003(9) to consider amending the Racine County Multi-Jurisdictional Comprehensive Plan for property located at 1624 & 1700 S. Teut Road. This item is scheduled for final consideration at the December 1, 2015 Common Council meeting.

9. **Topic:** Motion 15-821 to consider approving an Airport Hangar Lease with John Pelland at 932 Alpha Taxiway for a term not-to-exceed 29 years in the amount of \$310.08 per year. This item is scheduled for final consideration at the December 1, 2015 Common Council meeting.
10. **Topic:** Motion 15-822 to consider entering into an agreement with Swagit for Council Meeting Web Streaming and Agenda Software Management. This item is scheduled for final consideration at the November 17, 2015 Common Council meeting.
11. **Topic:** Motion 15-823 to consider authorizing staff to proceed with the sale of up to \$450,000 in General Obligation Promissory Notes to Fox River State Bank for the TIF District 5 Project. This item is scheduled for final consideration at the November 17, 2015 Common Council meeting.
12. **Adjourn** (*J. Ekes*)

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.



CITY OF BURLINGTON

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

Committee of the Whole Number: 3	Date: November 17, 2015
Submitted By: Diahnn Halbach, City Clerk	Subject: Meeting Minutes

Details:

Staff recommends approval of the attached Minutes from the November 3, 2015 Committee of the Whole meeting.

Options & Alternatives:

N/A

Financial Remarks:

None.

Executive Action:

Staff recommends that the Common Council approve these Minutes at the November 17, 2015 Committee of the Whole meeting and as a report on the Common Council Agenda.



CITY OF BURLINGTON
Committee of the Whole Minutes
Robert Miller, Mayor
Diahnn Halbach, City Clerk
Tuesday, November 3, 2015

1. Call to Order/Roll Call

Mayor Robert Miller called the meeting to order at 6:30 p.m. starting with roll call. Aldermen present: Ed Johnson, Bob Grandi, Ruth Dawidziak, Tom Vos, Jon Schultz, Tom Preusker, and Todd Bauman. Excused: John Ekes

Also present: City Administrator Carina Walters, City Attorney John Bjelajac, Treasurer and Budget Officer Steven DeQuaker, Director of Administrative Services Megan Watkins, Police Chief Mark Anderson, Fire Chief Perry Howard, Building Inspector and Zoning Administrator Gregory Guidry, and Tom Foht of Kapur and Associates.

2. Citizens Comments and Questions

None

3. Approval of Minutes from October 20, 2015

A motion was made by Grandi with a second by Johnson to approve the minutes from October 20, 2015. With all in favor, the motion carried to approve the minutes.

***NOTE: Per the request of Ms. Chitwood, the order of Agenda Topics was switched around and began with Topic 6, then Topic 4, and Topic 5.**

4. Topic 6: Resolution 4751(25) to consider amending the City of Burlington Revolving Loan Fund Policy and Procedures Manual.

Mayor Miller introduced Resolution 4751(25) and then introduced Carolyn Engel, Business Finance Manager for RCEDC, for further explanation.

Engel explained the requested change to the Revolving Loan Fund (RLF) Loan manual to increase its administrative fees from 15% to 20%. Engel further explained the purpose of the City Community Development Block Grant (CDBG), which was designed to assist businesses that will invest private funds and retain or create jobs as they maintain operations, expand or relocate in Wisconsin. Engel said that the State awards the funds to applicants in the form of a loan; as the loan is repaid, the monies go into a local RLF account and becomes available for relending to another eligible business in the community.

Schultz asked what the actual administrative costs are and what they are used for. Engel replied that administrative fees include everything from marketing, tracking, record keeping, reporting, staff, time, and expenses related to administering the program. Engel further stated that the actual costs exceeds 20%, which is why they are requesting the increase of up to 20%.

5. Topic 4: Presentation by Tina Chitwood, Community Development Manager for the Racine County Economic Development Corporation (RCEDC), updated everyone on the 2015 RCEDC Semi Annual Report.

Chitwood explained details about the contract, types of projects and accomplishments, challenges, and the plan for economic development throughout Racine County.

6. **Topic 5:** Resolution 4750(24) to consider approving the 2016 Racine County Economic Development Corporation (RCEDC) Annual Contract for a total in the amount of \$48,669.26.

Chitwood presented the 2016 RCEDC Annual contract and explained the suggested modifications to include more proactive business recruitment responsibilities, of which activities would include: development of a community profile, develop recruitment proposals for priority sites, grow and support existing businesses, provide suggested content and links for the Burlington website, and provide updates to the downtown strategic plan. Chitwood stated they would also continue the implementation of the targeted business recruitment program, marketing activities, workforce development services, organizational development assistance and business financing.

Schultz commented that he has heard very good things about the work Chitwood and Walters has been doing with the downtown business visits.

There were no further comments.

7. **Topic:** Discussion regarding the possibility of creating At-Large Council seats

Mayor introduced Topic 7 and stated that he had spoken with Alderman Ekes about this topic and that he wasn't fond of the idea of At-Large Council seats and he thought bringing the question to the community would be a possibility, and also the idea of four at-large seats and then one seat from each district.

Attorney Bjelajac briefed Council on the background history of the initial Charter Ordinance No. 50-3, written in 1900, provides that there shall be two persons for each aldermanic district in the City of Burlington. Bjelajac further stated this ordinance can be amended either through council adopting a change or through referendum.

Vos asked where this topic is coming from. Schultz responded that this was his suggestion and feels that unlike larger cities, a smaller city such as Burlington, doesn't necessarily need district specific alderpersons because the ultimate goal is to service the City as a whole. Schultz stated that changing to an At-Large council could open the doors for people not within the district to fill an otherwise potentially empty seat (Schultz used the example of the vacant seat left by former Alderman Bob Prailes). Schultz also stated that continuously running uncontested elections isn't good and doesn't promote democracy.

Preusker said he was curious to know what residents would like and can see the merits of increasing the field of applicants, however, can also see the value of physically being from the district in which you live and can better represent.

Mayor stated that it would need to be decided which seats of the two in each district would become the At-Large seat.

After much back and forth discussion, the overall consensus was to explore the process more. Bjelajac responded that he and staff would prepare a more specific plan on how to implement the change if Council so chooses.

There were no further comments.

8. **Topic:** Resolution 4752(26) to consider approving a change of polling location from United Methodist Church to the City of Burlington Department of Public Works located at 2200 S. Pine Street, for Wards 5-8 and 10.

Mayor introduced Resolution 4752(26) and explained that at the time the initial polling location agreement was made, UMC allowed the elections to be held within their temporary worship area, as they had planned to build a permanent sanctuary and the temporary worship area would become their gathering room, in which hosting elections would be of no issue. However, due to the economic downturn and lack of funds, they would no longer be able to build the addition. In 2013, the church board determined that the temporary

worship area would now be the permanent worship area and it was also determined that elections would no longer be allowed in the actual worship area of the church. UMC made every effort possible to provide space for the election elsewhere throughout the building; however, the available space and traffic flow has been congested during the larger elections and a valid concern of voter privacy has been brought to the clerk's attention by both constituents and election workers.

Vos raised a concern regarding the extended drive especially during the winter and that it's a long way to drive for many people that are used to their polling location being much closer, rather than on the edge of town.

Bauman stated that he didn't like the option of using the DPW mainly because he can't see enough available parking, especially on a Presidential election. Bauman stated that he has been to the DPW for other meetings where the parking lot has been packed and parking was nearly impossible.

Bauman then asked about the Veteran's Terrace and why that wasn't an option. Mayor responded that the Veteran's Terrace is a for-profit business and the agreement the City has with them is that all the profits from the Veteran's Terrace flow up to the Community Fund. The Community Fund is then tasked with distributing those profits throughout the City for worthwhile needy causes.

Schultz had concerns regarding not just the distance but the fact of having to cross the bypass to get to the DPW, which is known to be a potentially dangerous intersection. Schultz expressed that keeping the polling location closer to the City would be best.

Mayor commented that staff had done a thorough job of researching potential polling locations and the list of those places is fairly comprehensive; there just aren't many other options for locations within the City.

Dawidziak commented on the use of the Veteran's Terrace and that it seems like the most logical place to host an election and asked if it's possible to use one of the other rooms if there is another event is booked there the same day. Dawidziak further stated that most times elections are only one or two times per year, and that it's for a very important reason and they should want to give back to the community.

Walters stated the DPW has 42 available parking spaces and that staff would be directed to park behind the building on election days and felt there would be ample parking for voters. Walters asked the City Clerk, Diahnn Halbach, to shed some insight on the parking and the drive. Halbach stated that although United Methodist provides the best parking situation, with the cooperation of staff and possible parking assistance, we could find a way to make the parking work at the DPW. Halbach further stated that the distance from City Hall to the DPW is approximately two miles, which is the same distance for the residents who live in the Falcon Ridge subdivision to United Methodist, which is their polling location as well. Halbach said that the drive could be an inconvenience for some people but for others it more than likely won't matter and in a situation like this, it would be difficult to make everyone happy.

Preusker stated that the City should pursue the Veteran's Terrace and there should be no reason why they can't share their space with an election. Halbach responded that aside from potential implications from sharing a polling location with another event at the same time, you'd also be running into parking issues again. Bjelajac added electioneering near the polls could also be an issue, especially if a candidate were to want to host a post-election party at that location. Bjelajac further encouraged Council not to pursue Veteran's Terrace.

Vos also commented on the potential parking issues and stated that even though he prides himself on arriving at the polling location first thing in the morning, the parking lot at Methodist is usually packed with cars by then and they have somewhere near 100 parking spaces. Vos felt there would be severe parking issues at the DPW and didn't think it was a good idea to open up the back parking lot for voters to park there.

Mayor suggested opening up the south gate and directing traffic to a roped off area near the east entrance of the DPW meeting room and allow voters to enter the room at both the east and west entrances. Walters wanted to be sure that allowing voters to park in the back of the building wouldn't interfere with DPW operations. Mayor said they could move their entire operation to the north and would be fine.

Johnson offered to go back to Methodist and explore more options with them. Halbach responded that there have been extensive talks with the church board and they are adamant about not using their worship area which is completely understandable and appreciates the efforts they have made to accommodate us as best they can, however, it comes down to a space issue, especially during a presidential election.

Dawidziak wanted to be sure that if the polling location were to be moved to the DPW that parking would not be allowed on the highway shoulder. Walters responded that temporary no parking signs could be put in place and could be regulated.

There was no further discussion.

9. **Topic:** Resolution 4753(27) to consider approving an Engagement Letter with Ehlers, Inc. to develop a Five-Year Financial Plan for the not-to-exceed amount of \$21,000. This item is scheduled for final consideration at the same night Common Council Meeting.

Mayor introduced Resolution 4753(27) and opened it up for discussion. There was no discussion.

10. **Topic:** Resolution 4754(28) to consider approving an Engagement Letter with Patrick Romenesko for the 2015 Annual Audit and a 2015 TIF 3/ER TIF 1 Audit in the amount of \$36,500.

Mayor introduced Resolution 4754(28) and opened it up for discussion. There was no discussion.

11. **Topic:** Ordinance 2001(7) to consider creating Section 293-3G titled, "Parking in the front, side, and street yards" in the Municipal Code.

Mayor introduced Ordinance 2001(7) and opened it up for discussion.

Bjelajac explained the proposed changes in the parking ordinance and what was added.

Miller stated that he has had conversations with people both for and against the proposed ordinance change and said a suggestion was made to add a clause that the city would need to receive at least two anonymous complaints of an ordinance violation before the city could take any action. Miller added that this would take the onerous off the city and allow the neighbors to determine if there is or isn't an issue.

Vos stated that he has only heard one complaint from one person and feels that the city shouldn't be using a baseball bat to kill an ant.

Johnson stated that he has received complaints from residents about a particular residence that runs a business from his house and stores construction equipment and vehicles in their front yards.

Schultz asked specifically how many property complaints have actually been received. Walters responded only a few have been brought to the city's attention including the one that was brought to council a few weeks earlier, which is what prompted this discussion in the first place. Schultz then asked if any of these properties in question have been contacted by the City or the Police Department. Bjelajac responded that until the City has an ordinance in place, there isn't anything the City can do about the complaints.

Schultz stated that parking is very limited in the older parts of town and that some driveways are shared or there may not even be a driveway. Schultz added that there is a very small limited number of properties that seem to be a problem and to apply a sweeping policy to the entire city is overkill and has all sorts of unintended consequences on people that don't need their lives micromanaged and there has to be a better way of dealing with this issue that doesn't affect the 99% that this isn't a problem for.

Schultz asked what materials would be allowed to qualify as an "improved surface". Gregory Guidry, Building Inspector, replied that if there is any existing gravel surface would be grandfather-claused in, otherwise a paved hard surface would be required.

Grandi said that he has received a complaint from a resident concerned about a neighbor with garbage all over as well as a truck and cars parked in the front yard. Grandi felt that residents shouldn't have to deal with this either and it does make the city look badly and to do nothing would also be a mistake. Grandi also said he didn't feel the neighbor complaint system was a good idea because sometimes neighbors are afraid to complain about other neighbors – that there is a fear factor there and we shouldn't expect neighbors to report neighbors.

Dawidziak says she has had a lot of feedback, but mostly from residents who are against the change and she is not convinced that a city wide ordinance is the right answer.

Preusker wanted to clarify that this ordinance is not an income powered initiative directed at lower income families and that it's more about aesthetics and potential diminished property values. Preusker also stated that he didn't have any issues with someone storing a canoe on the side of their house; however, he said parking vehicles and equipment on the front lawn is where he would draw the line and compared it to an employer having a dress code. Preusker later clarified that he did not intend his words to be mean that the City was the employer of its residents. That he simply meant residents should be allowed to decide what the public image of Burlington should be.

Bauman felt that allowing people to park in their backyards will create issues as well and said this shouldn't be about the occasional resident who parks on their lawn and more focus should be on the properties that look like dumps but unless there is some kind of ordinance that addresses the issue, there isn't anything the City can do about it.

Mayor opened the discussion for public comments.

Pastor Scott Carson, 257 Kendall Street, said that this is not about boats and RV's but that it's also about the fact that we live in difficult economic times and many families have needed to combine households which has increased the number of cars needing to park at these residences. Carson encouraged the non-anonymous complaint suggestion and felt that allowing neighbors to determine what should and shouldn't be allowed would encourage neighborhood pride.

Bill Schoessling, Director of Love, Inc, 480 S. Pine Street, questioned that if only a dozen or so people are an issue, then why must the ordinance be changed that would impact those that aren't the ones creating the issue.

Kathleen Muffit, 203 S. Main Street, suggested the City deal with issue under the nuisance ordinance and focus on the ones that are truly in violation.

Susan Riddle, 424 Storle Avenue, spoke of the small home they own where parking is very limited and that due to unfortunate circumstances, they now have four adults living in the home because their two adult children came home from college with huge student loans and they can't afford to move out and pay student loans at the same time. Riddle personally believes that parking on the front lawn looks tacky, however, during a snow

emergency, parking on the lawn would be their only in option in order to move the cars off the street. Riddle feels an ordinance such as this would affect many others just like her.

Tim Bird, 332 Amanda Street, also asked about the nuisance ordinance and if that could be applied.

Attorney Bjelajac responded that the City does have a nuisance law and would need tweaking to be effective and is a tool that could be used.

Mike Wiemer, 743 Foxtrail Circle, stated he lives on a cul de sac and sometimes parking can be an issue and sometimes the only option is to park on the yard. Wiemer said he took a drive around a few of the neighborhoods and counted 32 campers/trailers/vehicles parked somewhere in the yard and not on a hard surface. Wiemer said this was only a small portion of the City and questioned how many more of these types of situations exist and according the proposed ordinance, all these people would be in violation.

Vos stated that more research needed to be done on how this situation would be best handled and that it appears that more people are against the change than for it.

Bauman suggested looking further into the nuisance ordinance.

Mayor Miller said he would include this on the COW agenda again in two weeks and direct staff and the attorney to research this further and determine other options and bring back for discussion.

Bjelajac requested that this not be put back on the agenda until a later in order to give him more time to research the nuisance ordinance and other options. Council agreed to take whatever time was needed.

There was no further discussion.

- 12. Topic: Motion 15-820** to consider approving a salary increase of five percent for City Administrator Carina Walters. This item is scheduled for final consideration at the same night Common Council Meeting.

Mayor introduced Motion 15-820 and opened it up for discussion. There was no discussion.

13. Adjourn

A motion was made by Vos with a second by Schultz to adjourn the meeting. With all in favor, the meeting adjourned at 8:42 p.m.

Minutes respectfully submitted by:



Diahnn C. Halbach



CITY OF BURLINGTON

Department of Public Works
 Street, Park, Water and Wastewater Departments
 2200 S. Pine Street, Burlington, WI, 53105
 (262) 539-3770 – (262) 539-3773 fax
www.burlington-wi.gov

Committee of the Whole Item Number: 4	Date: November 17, 2015
Submitted By: Carina Walters, City Administrator	Subject: <u>Resolution 4755(29)</u> to consider approving an increase to water rates of three percent (3%) under the Public Service Commission Simplified Rate Case.

Details:

The Simplified Rate Case (SRC) is a simple and convenient means for municipal utilities to increase water rates. This provision is provided by the PSC to permit Water Utilities in Wisconsin to effectively implement an adjustment in their rates to keep pace with normal and ordinary “cost increases due to inflation”. The SRC process includes a SRC application and a notice to customers, but does not require a public hearing.

The SRC process includes a rate increase factor and benchmark rate of return factor which are revised annually. These factors are combined with information from the most recent PSC annual report to check that a utility is financially eligible for an SRC. Based on the Public Service Commission’s 2014 Annual Report for the Burlington Water Utility, the minimum threshold to qualify for the SRC has been met. The increase of 3% is proposed to go into effect January 26, 2016. The rate increase is summarized below:

Quarterly Water Service Charges

Meter Size	Current Quarterly Water Service Charge	Proposed Quarterly Water Service Charge
5/8 inch	\$27.85	\$28.69
1 inch	\$38.19	\$39.34
1 1/2 inch	\$54.11	\$55.73
2 inch	\$82.75	\$85.23
3 inch	\$133.67	\$137.68
4 inch	\$219.61	\$226.20
6 inch	\$311.90	\$321.26

Consumption Charges

Volume	Current Charge (per 100 cu. ft.)	Proposed Charge (per 100 cu. ft.)
First 5,000 cu. ft.	\$2.09	\$2.15
Next 245,000 cu. ft.	\$1.81	\$1.86
Next 500,000 cu. ft.	\$1.69	\$1.74
Over 750,000 cu. ft.	\$1.53	\$1.58

Details:Quarterly Fire Protection Charges

Meter Size	Current Quarterly Fire Protection Charge	Proposed Quarterly Fire Protection Charge
5/8 inch	\$24.50	\$25.24
1 inch	\$61.11	\$62.94
1 1/2 inch	\$120.94	\$124.57
2 inch	\$194.14	\$199.96
3 inch	\$366.01	\$376.99
4 inch	\$611.08	\$629.41
6 inch	\$1,218.97	\$1,255.54

Typical family of four
(60 gallons per day, per person)

Rate Structure	Water Service Charge	Fire Protection Charge	Consumption Charge	Quarterly Water Total
Current	\$27.85	\$24.50	\$60.61	\$112.96
Proposed	\$28.69	\$25.24	\$62.35	\$116.28
Difference			\$3.32	

Options & Alternatives:

The Common Council could decide not to approve the SRC application, however the increase is recommended by staff and the City auditor, Pat Romenesko, to keep revenues sufficient to fund water utility operations.

Financial Remarks:

The Public Service Commission of Wisconsin calculated the SRC increase for 2016 at 3%. This increase will provide an additional \$66,035 in revenue and result in an increase of \$3.32 per quarter for the average family of four.

Executive Action:

This item is for discussion at the November 17, 2015 Committee of the Whole meeting and scheduled for the same night Common Council meeting for final consideration. This allows staff to file the SRC application and provide public notice around December 1, 2015, allowing time for the PSC to approve, and the City to implement by January 26, 2016.

Resolution No. 4755(29)
Introduced by: Committee of the Whole

**A RESOLUTION TO AUTHORIZE APPLICATION TO THE PUBLIC SERVICE COMMISSION
FOR AUTHORITY TO INCREASE WATER RATES CHARGED BY THE BURLINGTON
WATER UTILITY EFFECTIVE JANUARY 26, 2016**

WHEREAS the City Council of the City of Burlington is charged with the management and operation of the City of Burlington Water Utility pursuant to Burlington Municipal Code Chapter 304-1(A); and,

WHEREAS the City Council is responsible for establishing water rates and fees as approved by the Public Service Commission of the State of Wisconsin; and,

WHEREAS pursuant to the Public Service Commission Simplified Rate Case program a community that falls below the threshold of an allowed return, determined by the PSC may impose a three percent (3%) rate increase without a public hearing; and,

WHEREAS the City Council believes that Water Utility meets the criteria required by statute for a rate increase and that a rate increase is justified due to continually rising costs of both labor and non-labor expenses.

NOW, THEREFORE, BE IT RESOLVED by the City of Burlington that the Water Utility is hereby authorized to apply to the Public Service Commission of the State of Wisconsin for a three percent (3%) rate increase, effective January 26, 2016, pursuant to Wis. Stat. s. 196.03(1) and (3).

BE IT FURTHER RESOLVED that Notice of such application shall be given by publication in the local newspaper of the City of Burlington.

Introduced: November 17, 2015
Adopted:

Robert Miller, Mayor

Attest:

Diahnn Halbach, City Clerk



CITY OF BURLINGTON

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

Committee of the Whole Item Number: 5	Date: November 17, 2015
Submitted By: Gregory Guidry, Building Inspector	Subject: <u>Resolution 4756(30)</u> to consider a ETZ CSM from Joe and Gail Ketterhagen for property on 5741 Brever Road in the Town of Burlington

Details:

As part of the City's Extraterritorial Plat Approval Jurisdiction Area, which includes any area within 1.5 miles of the City of Burlington, all divisions and subdivisions of land shall be reviewed by the Plan Commission and Common Council. The purpose of this is to enable the City to extend regulations to adjacent land that could affect quality of life within the city. The Extraterritorial Zoning District (ETZ) represents a city's potential growth boundary, both with respect to its future tax base and municipal service area.

This Certified Survey Map has been submitted for review by Joe and Gail Ketterhagen for property located on 5741 Brever Road. The applicant would like to divide an approximate 26.97 acre lot into four lots. The Town of Burlington Planning and Zoning Committee will consider to approve this CSM at their November 12, 2015 meeting.

Options and Alternatives:

The Council may choose to deny this CSM.

Financial Remarks:

None.

Executive Action:

This item is for discussion at the November 17, 2015 Committee of the Whole meeting as this property is located in the Town of Burlington, it is also scheduled for the Common Council meeting the same night for consideration.

Resolution Number: 4756(30)
Introduced by: Committee of the Whole

**A RESOLUTION APPROVING A CERTIFIED SURVEY MAP FOR JOE & GAIL
KETTERHAGEN FOR PROPERTY LOCATED AT 5741 BREVER ROAD IN THE TOWN OF
BURLINGTON, WITHIN THE CITY'S EXTRATERRITORIAL PLAT JURISDICTION**

WHEREAS, the Plan Commission of the City of Burlington has reviewed a certified survey map shown hereon, proposed and submitted by Joe & Gail Ketterhagen for property located at 5741 Brever Road in the Town of Burlington; and,

WHEREAS, at their November 10, 2015 meeting, the Plan Commission did recommend approval of the certified survey map (CSM) based on the information provided, and contingent upon the October 30, 2015 memorandum by Patrick J. Meehan, AICP; of Meehan & Company, Inc. as follows:

- The Town of Burlington's consideration of approval of the Certified Survey Map.
- The City of Burlington waive the requirements to indicate both existing and proposed contours on the face of the Certified Survey Map pursuant to the provisions of Section 278-39(5) of the City's "Subdivision of Land" Code.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Burlington, Racine County and Walworth County, State of Wisconsin, that the attached certified survey map prepared on September 30, 2015 by Robert J. Wetzel, WLS, is hereby approved.

BE IT FURTHER RESOLVED that the City Clerk shall forward a copy of this resolution to the Town of Burlington Clerk, 32288 Bushnell Road, Burlington, WI 53105; Julie Anderson, Director, Racine County Planning and Development, 14200 Washington Ave., Sturtevant, WI 53177; and Walworth County Land Use and Resource Management, W3929 County Road NN, Elkhorn, WI 53121.

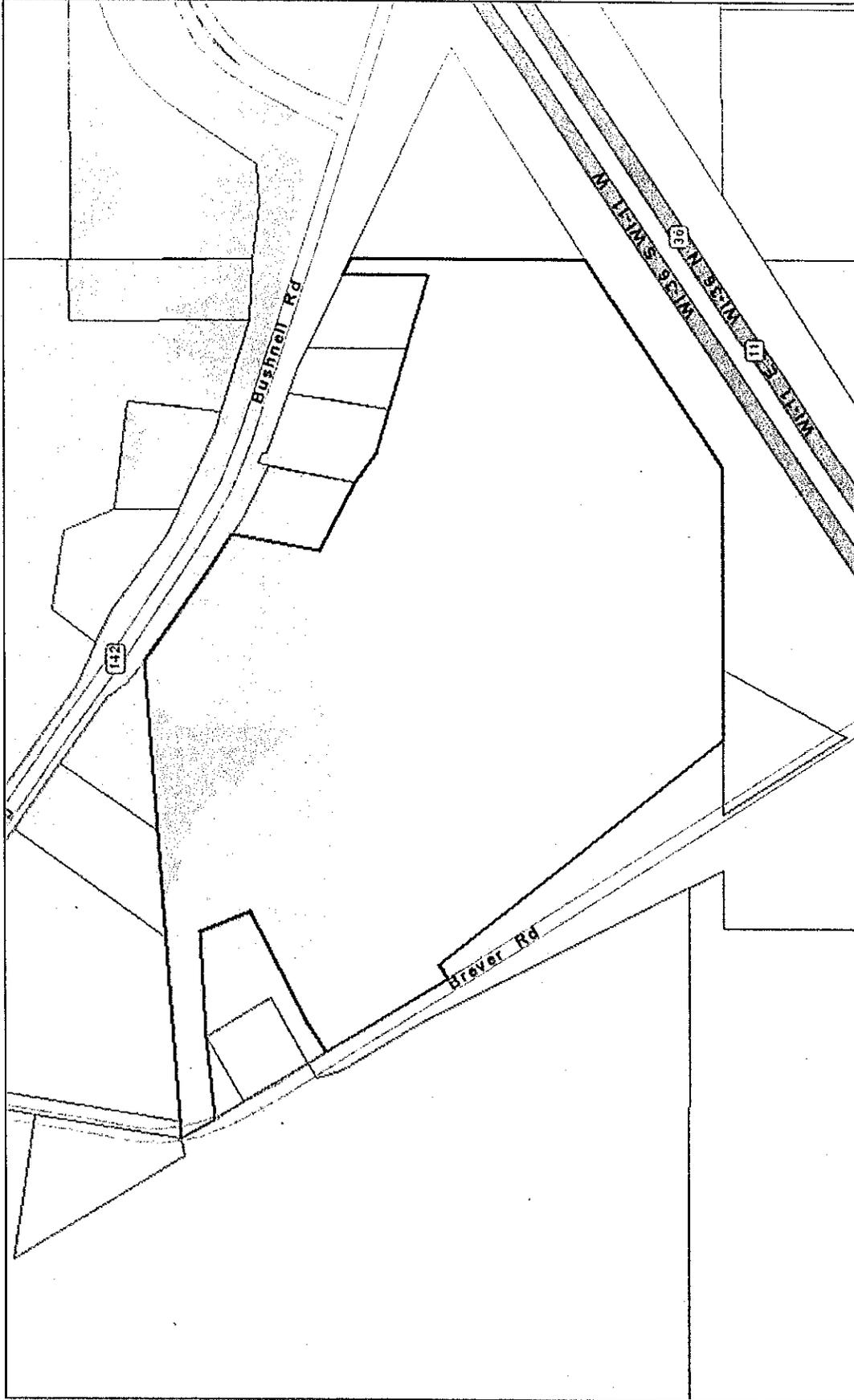
Introduced: November 17, 2015
Adopted: November 17, 2015

Robert Miller, Mayor

Attest:

Diahnn Halbach, City Clerk

5741 Brever Road



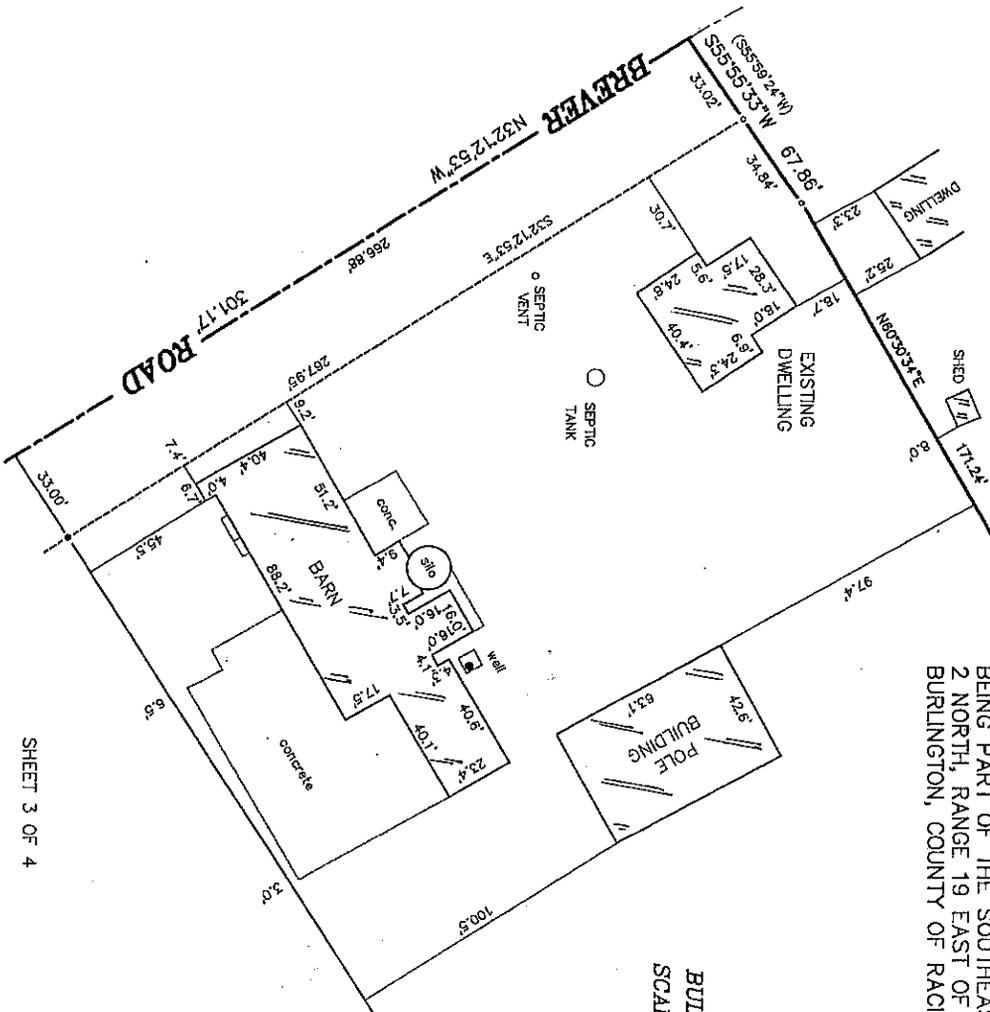
October 9, 2015
Tax Parcels

1:4,514
0 0.0375 0.075 0.15 mi
0 0.05 0.1 0.2 km

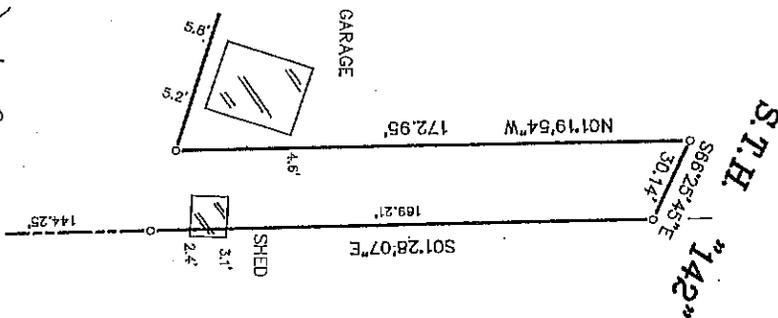
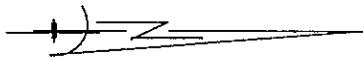
Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp.,
NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand),

CERTIFIED SURVEY MAP NO. _____

BEING PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 2 NORTH, RANGE 19 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF BURLINGTON, COUNTY OF RACINE AND STATE OF WISCONSIN.



BUILDING DETAIL
SCALE: 1" = 50'



SHEET 3 OF 4

Robert J. Wetzel
ROBERT J. WETZEL
SEPTEMBER 30, 2015 S41778

CERTIFIED SURVEY MAP NO. _____

PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 2 NORTH, RANGE 19 EAST OF THE FOURTH PRINCIPAL MERIDIAN IN THE TOWNSHIP OF BURLINGTON, COUNTY OF RACINE AND STATE OF WISCONSIN.

OWNERS CERTIFICATE OF DEDICATION:

WE, JOSEPH W. AND GAIL M. KETTERHAGEN, AS OWNERS, HEREBY CERTIFY THAT WE CAUSED THE LAND DESCRIBED ON THIS PLAT TO BE SURVEYED, DIVIDED, MAPPED AND DEDICATED AS REPRESENTED HEREON. DATED THIS _____ DAY OF _____, 201 .

JOSEPH W. KETTERHAGEN

GAIL M. KETTERHAGEN

STATE OF WISCONSIN)
RACINE COUNTY)SS

PERSONALLY CAME BEFORE ME THIS _____ DAY OF _____, 201 , THE ABOVE NAMED JOSEPH W. AND GAIL M. KETTERHAGEN, TO ME KNOWN TO BE THE PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGE THE SAME.

NOTARY PUBLIC
MY COMMISSION EXPIRES:

TOWN OF BURLINGTON TOWN BOARD APPROVAL:

THIS CERTIFIED SURVEY MAP APPROVED BY THE TOWN OF BURLINGTON TOWN BOARD ON THIS _____ DAY OF _____, 201 .

RALPH RICE

CHAIRPERSON

ADELHEID P. STREIF

CLERK

CITY OF BURLINGTON EXTRATERRITORIAL APPROVAL CERTIFICATE:

RESOLVED THAT THIS CERTIFIED SURVEY MAP IN THE TOWN OF BURLINGTON, JOSEPH W. AND GAIL M. KETTERHAGEN, OWNERS, IS HEREBY APPROVED BY THE CITY OF BURLINGTON COMMON COUNCIL, COUNTY OF RACINE, STATE OF WISCONSIN.

DATE: _____, 201

APPROVED:

ROBERT MILLER

MAYOR

I HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IS A COPY OF A RESOLUTION ADOPTED BY THE CITY OF BURLINGTON COMMON COUNCIL OF THE COUNTY OF RACINE, STATE OF WISCONSIN.

DIAHNN HALBACH

CLERK

DATED THIS 30TH DAY OF SEPTEMBER, 2015.

Robert J. Wetzel
ROBERT J. WETZEL

S-1778



CERTIFIED SURVEY MAP NO. _____

PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST
1/4 OF SECTION 4, TOWNSHIP 2 NORTH, RANGE 19
EAST OF THE FOURTH PRINCIPAL MERIDIAN IN
THE TOWNSHIP OF BURLINGTON, COUNTY OF
RACINE AND STATE OF WISCONSIN.

SURVEY FOR: JOSEPH W. AND GAIL M. KETTERHAGEN
5741 BREVER ROAD
BURLINGTON, WI 53105

SURVEY BY: B.W. SURVEYING
412 N. PINE STREET
BURLINGTON, WI 53105
JOB NO. 8599-CSM

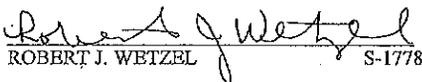
LEGAL DESCRIPTION:

PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 2 NORTH, RANGE 19 EAST OF THE FOURTH PRINCIPAL MERIDIAN IN THE TOWNSHIP OF BURLINGTON, COUNTY OF RACINE, STATE OF WISCONSIN, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE EAST 1/4 CORNER OF SAID SECTION 4, THENCE SOUTH 89°02'25" WEST ALONG THE SOUTH LINE OF SAID NORTHEAST 1/4 SECTION 406.44 FEET TO THE PLACE OF BEGINNING; THENCE CONTINUE SOUTH 89°02'25" WEST ALONG SAID SOUTH LINE 542.07 FEET TO A POINT ON THE EASTERLY LINE OF BREVER ROAD; THENCE NORTH 39°52'23" WEST ALONG SAID EASTERLY LINE 729.16 FEET; THENCE SOUTH 57°47'07" WEST 33.00 FEET TO A POINT IN THE CENTER LINE OF BREVER ROAD; THENCE NORTH 32°12'53" WEST (RECORDED AS NORTH 32°11' WEST) ALONG SAID CENTER LINE 301.17 FEET; THENCE NORTH 55°55'33" EAST (RECORDED AS NORTH 55°59'24" EAST) 67.86 FEET; THENCE NORTH 60°30'34" EAST 171.24 FEET; THENCE NORTH 30°51'16" WEST 209.84 FEET TO A POINT ON THE SOUTH LINE OF CERTIFIED SURVEY MAP NO. 2248 AS RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS, RACINE COUNTY, WISCONSIN; THENCE NORTH 84°29'00" EAST ALONG SAID SOUTHERLY LINE AND IT'S EXTENSION EASTERLY 687.52 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF STATE TRUNK HIGHWAY 142 (a.k.a. BUSHNELL ROAD); THENCE SOUTH 53°31'50" EAST ALONG SAID LINE 188.50 FEET; THENCE SOUTH EASTERLY 118.40 FEET ALONG SAID LINE BEING THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 1210.00 FEET AND WHOSE LONG CHORD BEARS SOUTH 58°38'50" EAST 118.35 FEET; THENCE SOUTH 10°43'28" WEST 171.91 FEET; THENCE SOUTH 63°34'16" EAST 155.85 FEET; THENCE SOUTH 57°48'24" EAST (RECORDED AS SOUTH 57°52' EAST) 74.52 FEET; THENCE SOUTH 73°26'28" EAST (RECORDED AS SOUTH 73°23'16" EAST) 371.48 FEET; THENCE NORTH 01°19'54" WEST 172.95 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF STATE TRUNK HIGHWAY 142 (a.k.a. BUSHNELL ROAD); THENCE SOUTH 66°25'45" EAST ALONG SAID LINE 30.14 FEET TO A POINT ON THE EAST LINE OF SAID NORTHEAST 1/4 SECTION; THENCE SOUTH 01°28'07" EAST ALONG SAID LINE 474.05 FEET; THENCE SOUTH 54°24'19" WEST 490.97 FEET TO THE PLACE OF BEGINNING. CONTAINING 26.97 ACRES OF LAND MORE OR LESS. DEDICATING THE SOUTHWESTERLY 33 FEET AS SHOWN ON THIS CERTIFIED SURVEY MAP FOR PUBLIC ROAD PURPOSES (BREVER ROAD).

SURVEYOR'S CERTIFICATE:

I, ROBERT J. WETZEL, REGISTERED LAND SURVEYOR, DO HEREBY CERTIFY THAT AT THE DIRECTION OF JOSEPH W. AND GAIL M. KETTERHAGEN, AS OWNERS, THAT I HAVE SURVEYED THE LAND DESCRIBED HEREON AND THAT THE MAP SHOWN IS A CORRECT REPRESENTATION OF ALL LOT LINES AND THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236.24 OF THE WISCONSIN STATUTES AND THE SUBDIVISION REGULATIONS OF THE TOWN OF BURLINGTON, RACINE COUNTY, WISCONSIN.

DATED THIS 30TH DAY OF SEPTEMBER, 2015.


ROBERT J. WETZEL S-1778

002-02-02-19-04-010-000 #70922
 002-02-19-04-011-000 #70923
 002-02-19-04-010-010 #70924

PLAT OF SURVEY
-FOR-
PROPOSED LOT LINE ADJUSTMENT

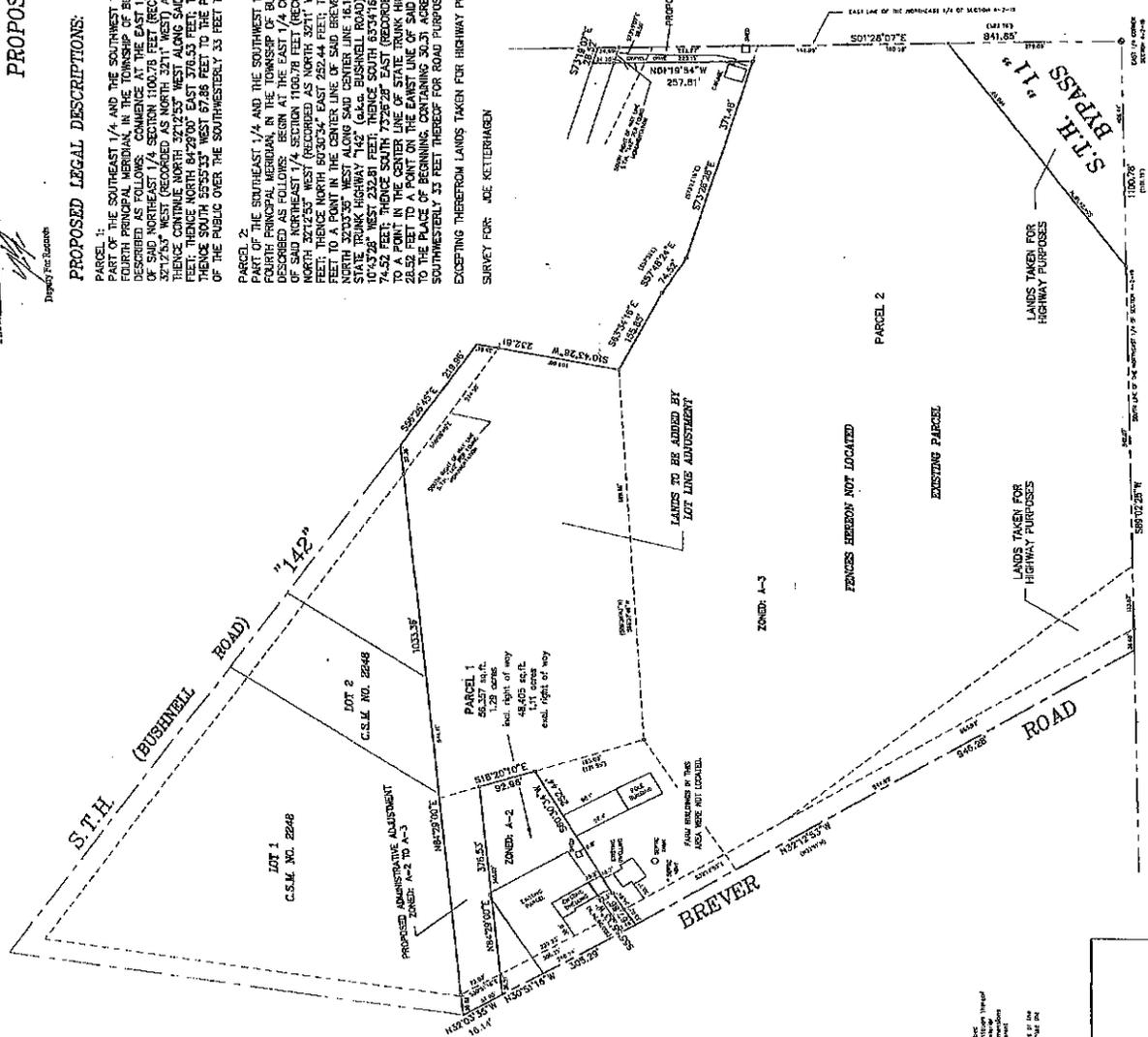
State County Surveyor
 File # 1022 Date: 6/1/13
 Dwyer Inc./Inc.

PROPOSED LEGAL DESCRIPTIONS:

PARCEL 1:
 PART OF THE SOUTHEAST 1/4 AND THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 2 NORTH, RANGE 10 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF BURLINGTON, COUNTY OF RACINE, STATE OF WISCONSIN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE EAST 1/4 CORNER OF SAID SECTION 4, THENCE SOUTH 89°22'55" WEST ALONG THE SOUTH LINE NORTH 32°23'55" WEST (RECORDED AS NORTH 32°11' WEST) ALONG SAID CENTER LINE 841.62 FEET TO THE PLACE OF BEGINNING OF THIS DESCRIPTION, THENCE CONTINUE NORTH 32°12'55" WEST ALONG SAID CENTER LINE 1.46 FEET; THENCE NORTH 30°51'16" WEST ALONG SAID CENTER LINE 248.24 FEET; THENCE NORTH 84°29'00" EAST 376.53 FEET; THENCE SOUTH 18°20'10" EAST 92.98 FEET; THENCE SOUTH 60°30'34" WEST 252.44 FEET OF THE PUBLIC OVER THE SOUTHWESTERLY 33 FEET THEREOF FOR ROAD PURPOSES (BREWER ROAD).

PARCEL 2:
 PART OF THE SOUTHEAST 1/4 AND THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 2 NORTH, RANGE 10 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF BURLINGTON, COUNTY OF RACINE, STATE OF WISCONSIN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE EAST 1/4 CORNER OF SAID SECTION 4, THENCE SOUTH 89°22'55" WEST ALONG THE SOUTH LINE OF SAID NORTHEAST 1/4 SECTION 1100.78 FEET (RECORDED AS 1101.18 FEET) TO A POINT IN THE CENTER LINE OF BREWER ROAD; THENCE NORTH 32°23'55" WEST (RECORDED AS NORTH 32°11' WEST) ALONG SAID CENTER LINE 944.62 FEET; THENCE NORTH 58°55'33" EAST 87.98 FEET TO A POINT IN THE CENTER LINE OF SAID BREWER ROAD; THENCE NORTH 30°51'16" WEST ALONG SAID CENTER LINE 57.05 FEET; THENCE NORTH 32°23'55" WEST ALONG SAID CENTER LINE 16.14 FEET; THENCE NORTH 84°29'00" EAST 1033.96 FEET TO A POINT IN THE CENTER LINE OF STATE TRUNK HIGHWAY 742 (GALG. BUSHNELL ROAD); THENCE SOUTH 56°25'45" EAST ALONG SAID CENTER LINE 219.96 FEET; THENCE SOUTH 10°43'26" WEST 232.81 FEET; THENCE SOUTH 63°34'16" EAST 155.85 FEET; THENCE SOUTH 87°49'24" EAST (RECORDED AS SOUTH 57°52' EAST) 75.34 FEET; THENCE SOUTH 73°26'22" EAST (RECORDED AS SOUTH 73°23'16" EAST) 371.88 FEET; THENCE NORTH 01°19'54" WEST 257.81 FEET TO A POINT IN A POINT ON THE EAST LINE OF SAID NORTHEAST 1/4 SECTION; THENCE SOUTH 01°24'07" EAST ALONG SAID EAST LINE 841.65 FEET TO THE PLACE OF BEGINNING, CONTAINING 30.31 ACRES OF LAND MORE OR LESS, SUBJECT TO RIGHTS OF THE PUBLIC OVER THE NORTHEASTERLY AND SOUTHWESTERLY 33 FEET THEREOF FOR ROAD PURPOSES (S.T.H. 742 AND BREWER ROAD).

EXCEPTING THEREFROM LANDS TAKEN FOR HIGHWAY PURPOSES (STATE TRUNK HIGHWAY "117") SURVEY FOR: JOE KETTERHAGEN



NOTE: PART OF WAY INFORMATION FOR STATE TRUNK HIGHWAY 742 WAS NOT ADDED PER THE RECORD DRAWING. THE STATE HIGHWAY DEPARTMENT HAS CONTRACTED THE STATE HIGHWAY DEPARTMENT, BUT THE RECORD DRAWING DOES NOT SHOW THE HIGHWAY ADJUSTED FROM INFORMATION OF OUR FIRM FOR LOCATION OF SAID HIGHWAY.

NOTE: RECORD SERVICES ON MAY 8, 2013 TO FINISH EASE LINE AS SHOWN. UNDERSTANDING AND DURING THAT PERIOD THEIR PREVIOUS SERVICE WAS RELINQUISHED.

- LEGEND**
- 1. BOUNDARY LINE
 - 2. EASEMENT
 - 3. EASEMENT
 - 4. EASEMENT
 - 5. EASEMENT
 - 6. EASEMENT
 - 7. EASEMENT
 - 8. EASEMENT
 - 9. EASEMENT
 - 10. EASEMENT
 - 11. EASEMENT
 - 12. EASEMENT
 - 13. EASEMENT
 - 14. EASEMENT
 - 15. EASEMENT
 - 16. EASEMENT
 - 17. EASEMENT
 - 18. EASEMENT
 - 19. EASEMENT
 - 20. EASEMENT



THIS IS NOT AN ORIGINAL PRINT UNLESS THIS SEAL IS RED.
 Robert A. Metzger
 Robert A. Metzger
 01545178
 01545178

DATE	MARCH 20, 2004
PLAT NO.	01545178
BOOK	01545178
SHEET	1 OF 1

B.W. SURVEYING, INC.
 412 N. PINE STREET
 BURLINGTON, WI 53105
 (262)-767-0225





CITY OF BURLINGTON

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

Committee of the Whole Item: 6	Date: November 17, 2015.
Submitted By: Gregory Guidry, Building Inspector	Subject: <u>Resolution 4757(31)</u> to consider the approval of Certified Survey Map for property located at 1624 & 1700 S. Teut Road.

Details:

This item is to consider approving a Certified Survey Map (CSM) from Tyler Weavers, for property located at 1624 & 1700 S. Teut Road for Oak Park Place, a senior living facility. This CSM, drafted by Thomas L. Satter, RLS, seeks to combine the existing parcels into a single proposed Lot 1. Lot 1 is proposed to be about 264,009 square feet in area. The applicant is proposing to construct "Oak Park Place", a senior living facility. (Phase I will consist of 40 units of assisted living and 40 units of memory care living arrangements).

This is the first step for Council consideration with the Oak Park Place project. The Plan Commission recommended approval of this CSM, the Site Plan, a Conditional Use and a Rezone request at their November 10, 2015 meeting for Oak Park Place. Following this CSM you will find a rezone request and a Racine County Comprehensive Plan amendment request within this meeting packet which are necessary for the project.

Options & Alternatives:

The Council may choose to deny this CSM.

Financial Remarks:

N/A

Executive Action:

This item is for discussion at the November 17, 2015 Committee of the Whole meeting and scheduled for December 1, 2015 Common Council meeting for consideration.

**A RESOLUTION APPROVING A CERTIFIED SURVEY MAP IN THE CITY OF BURLINGTON
FOR PROPERTY LOCATED AT 1624 & 1700 S. TEUT ROAD**

WHEREAS, the Plan Commission of the City of Burlington has reviewed a Certified Survey Map (CSM) for property described as:

THAT PART OF THE SOUTH HALF OF SECTION 21, TOWNSHIP 3 NORTH, RANGE 19 EAST TO THE CITY OF BURLINGTON, RACINE COUNTY COMPRISED OF THE FOLLOWING TAX PARCELS: 1624 S. TEUT ROAD #206 03-19-21-033-000 AND #206 03-19-21-035-000 AND 1700 S. TEUT ROAD #206 03-19-21-036-000.

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 3 NORTH, RANGE 19 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE CITY OF BURLINGTON, COUNTY OF RACINE, STATE OF WISCONSIN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTH 1/4 CORNER OF SAID SECTION 21; THENCE NORTH 02°01'18" WEST (RECORDED AS NORTH 01°07' WEST) ALONG THE EAST LINE OF SAID SOUTHWEST 1/4 SECTION 1101.05 FEET TO A POINT ON THE SOUTHERLY LINE OF RACINE COUNTY CERTIFIED SURVEY MAP NO. 2655 AND THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREINAFTER DESCRIBED; THENCE SOUTH 56°18'19" EAST ALONG SAID SOUTHERLY LINE 395.53 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF STATE TRUNK HIGHWAY "36" & "83"; THENCE SOUTH 51°36'33" WEST ALONG SAID WESTERLY LINE 226.06 FEET TO A POINT OF CURVATURE; THENCE CONTINUE ALONG SAID WESTERLY LINE IN A SOUTHWESTERLY DIRECTION 177.89 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 7811.44 FEET, CENTRAL ANGLE OF 01°18'17", AND WHOSE LONG CHORD BEARS SOUTH 50°57'30" WEST 177.89 FEET; THENCE CONTINUE ALONG SAID WESTERLY RIGHT-OF-WAY LINE NORTH 39°41'55" WEST 10.00 FEET TO A POINT OF CURVATURE; THENCE CONTINUE ALONG SAID WESTERLY LINE IN A SOUTHWESTERLY DIRECTION 179.54 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 7821.44 FEET, CENTRAL ANGLE OF 01°18'55", AND WHOSE LONG CHORD BEARS SOUTH 49°38'38" WEST 179.54 FEET; THENCE NORTH 58°00'18" WEST (RECORDED AS NORTH 57°06' WEST) 372.33 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF TEUT ROAD AND POINT OF CURVATURE; THENCE NORTHEASTERLY 566.19 FEET ALONG SAID EASTERLY LINE AND ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 5694.49 FEET, CENTRAL ANGLE OF 05°41'48", AND WHOSE LONG CHORD BEARS NORTH 32°18'49" EAST 565.96 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID CERTIFIED SURVEY MAP NO. 2655; THENCE SOUTH 56°18'19" EAST ALONG SAID SOUTHERLY LINE 171.50 FEET TO THE POINT OF BEGINNING. CONTAINING 6.08 ACRES OF LAND MORE OR LESS.

WHEREAS, at their November 10, 2015 meeting, the Plan Commission did recommend approval of the CSM.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Burlington, Racine County, State of Wisconsin, that the attached CSM prepared on September 28, 2015 by Thomas L. Satter, RLS, is hereby approved.

BE IT FURTHER RESOLVED that the City Clerk record said CSM with the Racine County Register of Deeds and provide a copy of the recorded CSM to the Planning and Development Director, Julie Anderson, of Racine County Planning and Development, located at 14200 Washington Ave., Sturtevant, WI 53177.

Introduced: November 17, 2015

Adopted: _____, 2015

Robert Miller, Mayor

Attest:

Diahnn Halbach, City Clerk

Oak Park Place Burlington

Proposed Senior Living Center narrative

Oak Park Place is a developer and operator of senior living communities based in Madison, WI. We have several communities, most being located in Wisconsin, with the most recent opened in the Milwaukee suburb of Wauwatosa and a soon to be opened center in Menasha, WI. We develop communities to operate them, not to sell them. Our organizational structure is we are owned by Scott Frank as a sole proprietor.

We develop communities that provide a full continuum of care with amenities and services that support a carefree, independent way of life for residents. The care alternatives we offer include Independent Living, Assisted Living, Memory Care and Skilled Nursing with varying levels of support care and assistance. We have a fully functional kitchen on-site and provide meals for our residents. We provide a wide array of activities, classes and social interaction to support an active lifestyle that fits each resident's needs. Transportation is available to take groups or individuals out for day-time trips, events, or appointments.

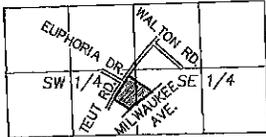
At this site, we propose to develop 40 units of Assisted Living and 40 units of Memory Care on a 6.1 acre parcel of land. We will tie into city sewer and water that is available at Tuet Road. The value of structures and site improvements is approximately \$10,000,000. We intend to begin construction in early December. That start could push back to spring 2016 pending approvals and weather conditions. Construction will take approximately 12 months, so we anticipate occupancy about one year after we start. A second phase of development would include Independent Living apartments, which are shown as future buildings on our site plan. Tentative plans for the start of those is summer of 2016.

RACINE COUNTY CERTIFIED SURVEY MAP NO. _____

BEING PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 3 NORTH, RANGE 19 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE CITY OF BURLINGTON, COUNTY OF RACINE AND STATE OF WISCONSIN.

LOCATION MAP

SCALE: 1" = 3000'



SOUTH 1/2 OF SECTION 21-3-19

THIS C.S.M. IS BEING CREATED TO CONSOLIDATE THE THREE SEPARATE PARCEL I.D. NUMBERS.

CENTER OF SECTION 21-3-19
N. = 261,841.02
E. = 2,468,348.10

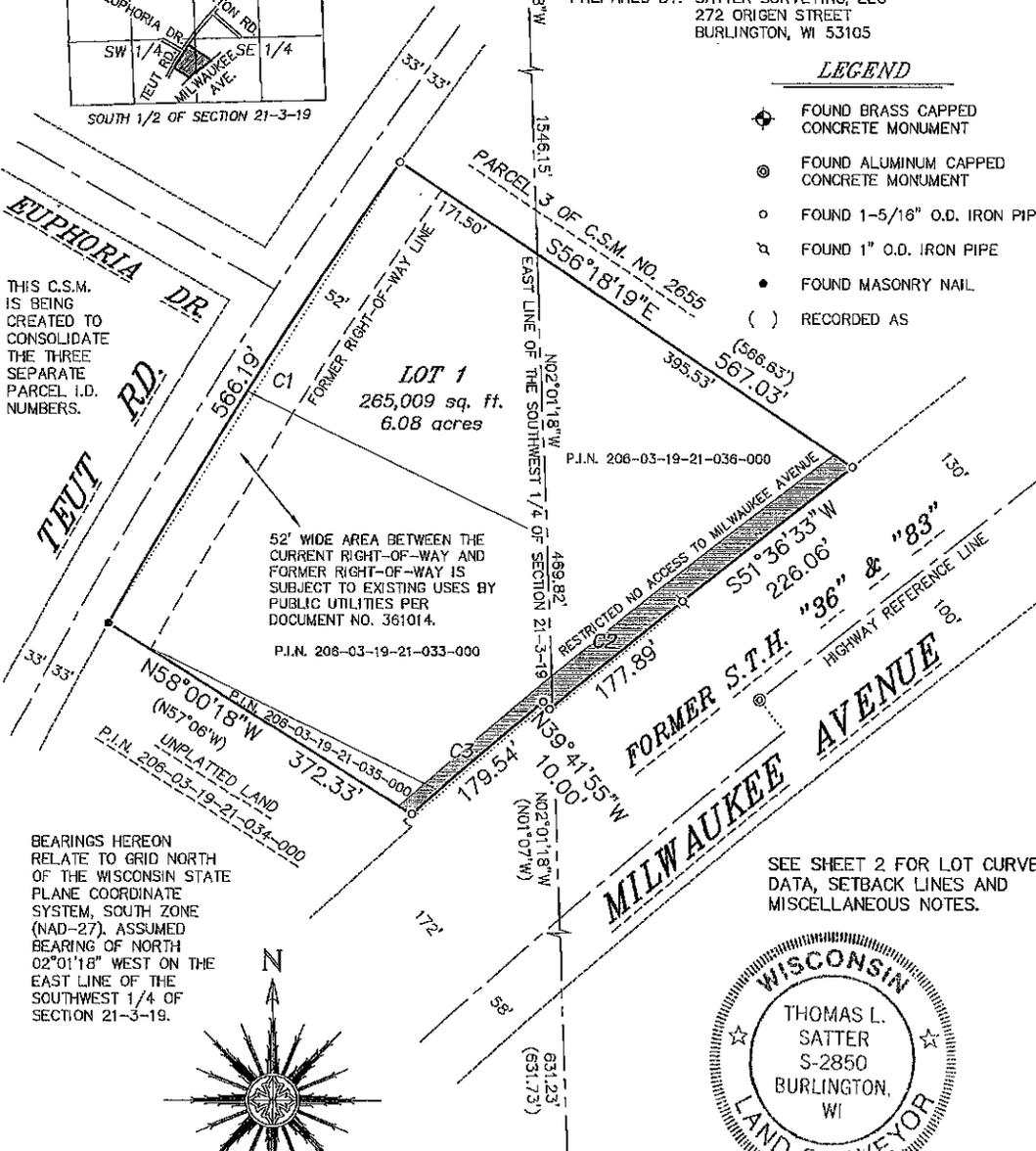
PROPERTY OWNER: OAK PARK PROPERTIES OF BURLINGTON, LLC
7806 BETSY LANE
VERONA, WI 53593

EAST 1/4 CORNER SECTION 21-3-19
N. = 261,914.05
E. = 2,470,996.78

PREPARED BY: SATTER SURVEYING, LLC
272 ORIGEN STREET
BURLINGTON, WI 53105

LEGEND

- ◆ FOUND BRASS CAPPED CONCRETE MONUMENT
- ⊙ FOUND ALUMINUM CAPPED CONCRETE MONUMENT
- FOUND 1-5/16" O.D. IRON PIPE
- ⊗ FOUND 1" O.D. IRON PIPE
- FOUND MASONRY NAIL
- () RECORDED AS



52' WIDE AREA BETWEEN THE CURRENT RIGHT-OF-WAY AND FORMER RIGHT-OF-WAY IS SUBJECT TO EXISTING USES BY PUBLIC UTILITIES PER DOCUMENT NO. 361014.

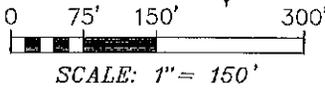
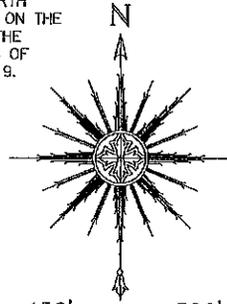
P.I.N. 206-03-19-21-033-000

P.I.N. 206-03-19-21-036-000

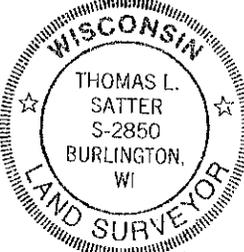
RESTRICTED NO ACCESS TO MILWAUKEE AVENUE

FORMER S.T.H. "36" & "83" HIGHWAY REFERENCE LINE

BEARINGS HEREON RELATE TO GRID NORTH OF THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD-27). ASSUMED BEARING OF NORTH 02°01'18" WEST ON THE EAST LINE OF THE SOUTHWEST 1/4 OF SECTION 21-3-19.



SEE SHEET 2 FOR LOT CURVE DATA, SETBACK LINES AND MISCELLANEOUS NOTES.



Thomas L. Satter

SOUTH 1/4 CORNER SECTION 21-3-19
N. = 259,195.56
E. = 2,468,441.48
(COMPUTED LOCATION PER CONTROL SURVEY SUMMARY DIAGRAM REVISED MARCH, 2010.)
SHEET 1 OF 4

THOMAS L. SATTER S-2850
SEPTEMBER 28, 2015 JOB NO. 081503-CSM
REVISED: NOVEMBER 6, 2015
THIS INSTRUMENT DRAFTED BY THOMAS L. SATTER

RACINE COUNTY CERTIFIED SURVEY MAP NO. _____

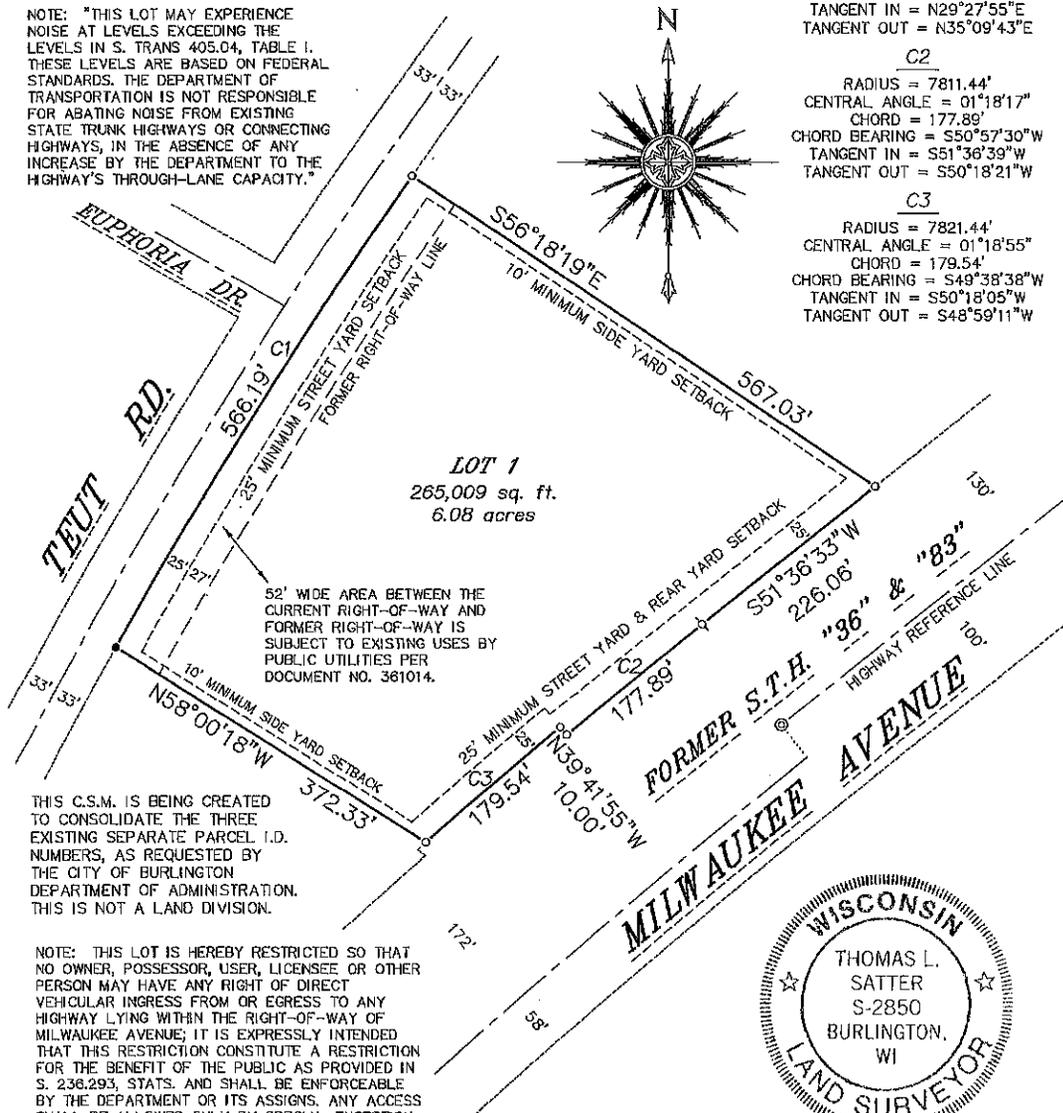
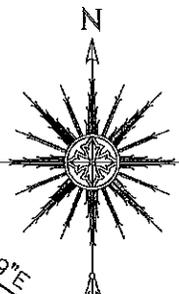
BEING PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 3 NORTH, RANGE 19 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE CITY OF BURLINGTON, COUNTY OF RACINE AND STATE OF WISCONSIN.

NOTE: "NO IMPROVEMENTS OR STRUCTURES ARE ALLOWED BETWEEN THE RIGHT-OF-WAY LINE AND THE HIGHWAY SETBACK LINE FOR MILWAUKEE AVENUE. IMPROVEMENTS AND STRUCTURES INCLUDE, BUT ARE NOT LIMITED TO, SIGNS, PARKING AREAS, DRIVEWAYS, WELLS, SEPTIC SYSTEMS, DRAINAGE FACILITIES, BUILDINGS AND RETAINING WALLS. IT IS EXPRESSLY INTENDED THAT THIS RESTRICTION IS FOR THE BENEFIT OF THE PUBLIC AS PROVIDED IN SECTION 236.293, WISCONSIN STATUTES, AND SHALL BE ENFORCEABLE BY THE WISCONSIN DEPARTMENT OF TRANSPORTATION OR ITS ASSIGNS. CONTACT THE WISCONSIN DEPARTMENT OF TRANSPORTATION FOR MORE INFORMATION. THE PHONE NUMBER MAY BE OBTAINED BY CONTACTING THE COUNTY HIGHWAY DEPARTMENT."

NOTE: "THIS LOT MAY EXPERIENCE NOISE AT LEVELS EXCEEDING THE LEVELS IN S. TRANS 405.04, TABLE 1. THESE LEVELS ARE BASED ON FEDERAL STANDARDS. THE DEPARTMENT OF TRANSPORTATION IS NOT RESPONSIBLE FOR ABATING NOISE FROM EXISTING STATE TRUNK HIGHWAYS OR CONNECTING HIGHWAYS, IN THE ABSENCE OF ANY INCREASE BY THE DEPARTMENT TO THE HIGHWAYS THROUGH-LANE CAPACITY."

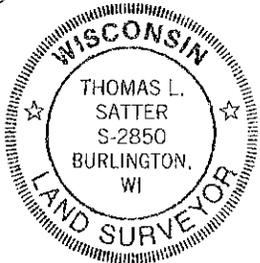
CURVE DATA

C1	
RADIUS = 5694.49'	CENTRAL ANGLE = 05°41'48"
CHORD = 565.96'	CHORD BEARING = N32°18'49"E
TANGENT IN = N29°27'55"E	TANGENT OUT = N35°09'43"E
C2	
RADIUS = 7811.44'	CENTRAL ANGLE = 01°18'17"
CHORD = 177.89'	CHORD BEARING = S50°57'30"W
TANGENT IN = S51°36'39"W	TANGENT OUT = S50°18'21"W
C3	
RADIUS = 7821.44'	CENTRAL ANGLE = 01°18'55"
CHORD = 179.54'	CHORD BEARING = S49°38'38"W
TANGENT IN = S50°18'05"W	TANGENT OUT = S48°59'11"W



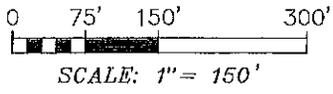
THIS C.S.M. IS BEING CREATED TO CONSOLIDATE THE THREE EXISTING SEPARATE PARCEL I.D. NUMBERS, AS REQUESTED BY THE CITY OF BURLINGTON DEPARTMENT OF ADMINISTRATION. THIS IS NOT A LAND DIVISION.

NOTE: THIS LOT IS HEREBY RESTRICTED SO THAT NO OWNER, POSSESSOR, USER, LICENSEE OR OTHER PERSON MAY HAVE ANY RIGHT OF DIRECT VEHICULAR INGRESS FROM OR EGRESS TO ANY HIGHWAY LYING WITHIN THE RIGHT-OF-WAY OF MILWAUKEE AVENUE; IT IS EXPRESSLY INTENDED THAT THIS RESTRICTION CONSTITUTE A RESTRICTION FOR THE BENEFIT OF THE PUBLIC AS PROVIDED IN S. 236.293, STATS. AND SHALL BE ENFORCEABLE BY THE DEPARTMENT OR ITS ASSIGNS. ANY ACCESS SHALL BE ALLOWED ONLY BY SPECIAL EXCEPTION. ANY ACCESS ALLOWED BY SPECIAL EXCEPTION SHALL BE CONFIRMED AND GRANTED ONLY THROUGH THE DRIVEWAY PERMITTING PROCESS AND ALL PERMITS ARE REVOCABLE."



Thomas L. Satter

THOMAS L. SATTER S-2850
 SEPTEMBER 28, 2015 JOB NO. 081503-CSM
 REVISED: NOVEMBER 6, 2015
 THIS INSTRUMENT DRAFTED BY THOMAS L. SATTER



RACINE COUNTY CERTIFIED SURVEY MAP NO. _____

BEING PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 3 NORTH, RANGE 19 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE CITY OF BURLINGTON, COUNTY OF RACINE AND STATE OF WISCONSIN.

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 3 NORTH, RANGE 19 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE CITY OF BURLINGTON, COUNTY OF RACINE, STATE OF WISCONSIN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTH 1/4 CORNER OF SAID SECTION 21; THENCE NORTH 02°01'18" WEST (RECORDED AS NORTH 01°07' WEST) ALONG THE EAST LINE OF SAID SOUTHWEST 1/4 SECTION 1101.05 FEET TO A POINT ON THE SOUTHERLY LINE OF RACINE COUNTY CERTIFIED SURVEY MAP NO. 2655 AND THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREINAFTER DESCRIBED; THENCE SOUTH 56°18'19" EAST ALONG SAID SOUTHERLY LINE 395.53 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF FORMER STATE TRUNK HIGHWAY "36" & "83"; THENCE SOUTH 51°36'33" WEST ALONG SAID WESTERLY LINE 226.06 FEET TO A POINT OF CURVATURE; THENCE CONTINUE ALONG SAID WESTERLY LINE IN A SOUTHWESTERLY DIRECTION 177.89 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 7811.44 FEET, CENTRAL ANGLE OF 01°18'17", AND WHOSE LONG CHORD BEARS SOUTH 50°57'30" WEST 177.89 FEET; THENCE CONTINUE ALONG SAID WESTERLY RIGHT-OF-WAY LINE NORTH 39°41'55" WEST 10.00 FEET TO A POINT OF CURVATURE; THENCE CONTINUE ALONG SAID WESTERLY LINE IN A SOUTHWESTERLY DIRECTION 179.54 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 7821.44 FEET, CENTRAL ANGLE OF 01°18'55", AND WHOSE LONG CHORD BEARS SOUTH 49°38'38" WEST 179.54 FEET; THENCE NORTH 58°00'18" WEST (RECORDED AS NORTH 57°06' WEST) 372.33 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF TEUT ROAD AND POINT OF CURVATURE; THENCE NORTHEASTERLY 566.19 FEET ALONG SAID EASTERLY LINE AND ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 5694.49 FEET, CENTRAL ANGLE OF 05°41'48", AND WHOSE LONG CHORD BEARS NORTH 32°18'49" EAST 565.96 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID CERTIFIED SURVEY MAP NO. 2655; THENCE SOUTH 56°18'19" EAST ALONG SAID SOUTHERLY LINE 171.50 FEET TO THE POINT OF BEGINNING. CONTAINING 6.08 ACRES OF LAND MORE OR LESS.

SURVEYOR'S CERTIFICATE

I, THOMAS L. SATTER, WISCONSIN REGISTERED LAND SURVEYOR, DO HEREBY CERTIFY THAT, AT THE DIRECTION OF OAK PARK PROPERTIES OF BURLINGTON, LLC, I HAVE SURVEYED THE LAND DESCRIBED HEREON AND THAT THE MAP SHOWN IS A CORRECT REPRESENTATION OF ITS EXTERIOR BOUNDARIES AND THAT I HAVE FULLY COMPLIED WITH THE REQUIREMENTS OF CHAPTER 236.34 OF THE WISCONSIN STATUTES AND WITH THE CITY OF BURLINGTON LAND DIVISION ORDINANCE.

DATED THIS 28TH DAY OF SEPTEMBER, 2015 AND
REVISED THIS 6TH DAY OF NOVEMBER, 2015.



Thomas L. Satter

THOMAS L. SATTER S-2850
SEPTEMBER 28, 2015 JOB NO. 081503-CSM
REVISED: NOVEMBER 6, 2015

THIS INSTRUMENT DRAFTED BY THOMAS L. SATTER

RACINE COUNTY CERTIFIED SURVEY MAP NO. _____

BEING PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 3 NORTH, RANGE 19 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE CITY OF BURLINGTON, COUNTY OF RACINE AND STATE OF WISCONSIN.

OWNER'S CERTIFICATE

OAK PARK PROPERTIES OF BURLINGTON, LLC, A LIMITED LIABILITY COMPANY DULY ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF WISCONSIN, AS OWNER, DOES HEREBY CERTIFY THAT SAID LIMITED LIABILITY COMPANY CAUSED THE LAND DESCRIBED ON THIS MAP TO BE SURVEYED, DIVIDED AND MAPPED AS REPRESENTED HEREON. SAID LIMITED LIABILITY COMPANY ALSO CERTIFIES THAT THIS MAP IS REQUIRED TO BE SUBMITTED TO THE CITY OF BURLINGTON FOR APPROVAL.

SCOTT FRANK, REGISTERED AGENT FOR . DATED THIS _____ DAY OF _____, 20____.
OAK PARK PROPERTIES OF BURLINGTON, LLC

STATE OF WISCONSIN)
COUNTY OF RACINE) SS

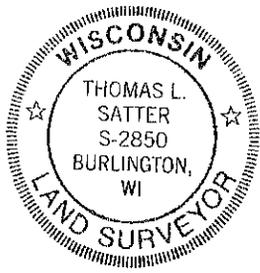
PERSONALLY CAME BEFORE ME THIS _____ DAY OF _____, 20____,
THE ABOVE NAMED SCOTT FRANK, REGISTERED AGENT OF OAK PARK PROPERTIES OF BURLINGTON, LLC, TO ME KNOWN TO BE THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAME.

NOTARY PUBLIC, STATE OF WISCONSIN MY COMMISSION EXPIRES: _____

CITY OF BURLINGTON APPROVAL

RESOLVED THAT THIS CERTIFIED SURVEY MAP WITHIN THE JURISDICTION OF THE CITY OF BURLINGTON, OAK PARK PROPERTIES OF BURLINGTON, LLC, OWNER, IS HEREBY APPROVED BY THE COMMON COUNCIL OF THE CITY OF BURLINGTON THIS _____ DAY OF _____, 20____.

ROBERT MILLER, MAYOR _____
DIAHNN HALBACH, CLERK



Thomas L. Satter

THOMAS L. SATTER S-2850
SEPTEMBER 28, 2015 JOB NO. 081503-CSM
REVISED: NOVEMBER 6, 2015
THIS INSTRUMENT DRAFTED BY THOMAS L. SATTER



CITY OF BURLINGTON

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

Committee of the Whole Number: 7	Date: November 17, 2015
Submitted By: Gregory Guidry, Building Inspector	Subject: <u>Ordinance 2002(8)</u> to approve a rezone request for 1624 & 1700 S. Teut Road.

Details:

This item is to consider a rezone request from Tyler Weavers for property located at 1624 & 1700 S. Teut Road to rezone from B-1, Neighborhood Business District to Rm-4/PUD, Multi-Family Residential District with a Planned Unit Development (PUD) Overlay. The applicant intends to use the property for development of a senior living facility.

The Plan Commission approved this rezone request at their November 10, 2015 meeting.

Options & Alternatives:

The Council may choose to deny this rezone request.

Financial Remarks: N/A

Executive Action:

This item is for discussion at the November 17, 2015 Committee of the Whole meeting and for Public Hearing the same night, and December 1, 2015 final consideration at the Common Council meeting.

**AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP BY
REZONING 1624 & 1700 S. TEUT ROAD
FROM B-1, NEIGHBORHOOD BUSINESS DISTRICT TO RM-4/PUD, MULTI-FAMILY
RESIDENTIAL WITH A PLANNED UNIT DEVELOPMENT (PUD) OVERLAY**

WHEREAS, the City of Burlington, owner, requests property located at 1624 & 1700 S. Teut Road as described in Attachment "A" to be rezoned to Rm-4/PUD Overlay; and,

WHEREAS, this request was heard at, and recommended for approval by the Plan Commission at their November 10, 2015 meeting; and,

WHEREAS, a public hearing was held regarding this matter at the Common Council's November 17, 2015 meeting.

NOW THEREFORE BE IT ORDAINED that the Common Council of the City of Burlington, Racine County and Walworth County, State of Wisconsin does as follows:

Section 1. The district map of the City of Burlington, as it is incorporated by reference and made part of the City Zoning Ordinance, is hereby amended and changed in relation to the zoning classification of land more particularly described as follows:

Owner:	Scott Frank
Applicant:	Tyler Weavers
Applicant Address:	719 Jupiter Drive, Madison, WI 53718
Location of Request:	1624 & 1700 S. Teut Road
Existing Zoning:	B-1, Neighborhood Business District
Proposed Zoning:	Rm-4/PUD, Multi-Family Residential with a Planned Unit Development (PUD) Overlay
Proposed Use:	Development of a senior living facility

Section 2. The district map in all other respects shall remain the same.

Section 3. This ordinance shall take effect upon its passage and publication as provided by law.

NOW THEREFORE BE IT FURTHER ORDAINED that the City Clerk shall provide a copy of this ordinance to Planning and Development Director, Julie Anderson, of Racine County Planning and Development, located at 14200 Washington Ave., Sturtevant, WI 53177 and Walworth County Land Use & Resource, 100 W. Walworth Street, P.O. Box 1001, Elkhorn, WI, 53121.

Introduced: November 17, 2015
Adopted: _____, 2015

Robert Miller, Mayor

Attest:

Diahn Halbach, City Clerk

ATTACHMENT A

Legal Description

1624 & 1700 S. TEUT ROAD:

THAT PART OF THE SOUTH HALF OF SECTION 21, TOWNSHIP 3 NORTH, RANGE 19 EAST TO THE CITY OF BURLINGTON, RACINE COUNTY COMPRISED OF THE FOLLOWING TAX PARCELS: 1624 S. TEUT ROAD #206 03-19-21-033-000 AND #206 03-19-21-033-000 AND 1700 S. TEUT ROAD #206 03-19-21-036-000.

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 3 NORTH, RANGE 19 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE CITY OF BURLINGTON, COUNTY OF RACINE, STATE OF WISCONSIN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTH 1/4 CORNER OF SAID SECTION 21; THENCE NORTH 02°01'18" WEST (RECORDED AS NORTH 01°07' WEST) ALONG THE EAST LINE OF SAID SOUTHWEST 1/4 SECTION 1101.05 FEET TO A POINT ON THE SOUTHERLY LINE OF RACINE COUNTY CERTIFIED SURVEY MAP NO. 2655 AND THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREINAFTER DESCRIBED; THENCE SOUTH 56°18'19" EAST ALONG SAID SOUTHERLY LINE 395.53 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF STATE TRUNK HIGHWAY "36" & "83"; THENCE SOUTH 51°36'33" WEST ALONG SAID WESTERLY LINE 226.06 FEET TO A POINT OF CURVATURE; THENCE CONTINUE ALONG SAID WESTERLY LINE IN A SOUTHWESTERLY DIRECTION 177.89 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 7811.44 FEET, CENTRAL ANGLE OF 01°18'17", AND WHOSE LONG CHORD BEARS SOUTH 50°57'30" WEST 177.89 FEET; THENCE CONTINUE ALONG SAID WESTERLY RIGHT-OF-WAY LINE NORTH 39°41'55" WEST 10.00 FEET TO A POINT OF CURVATURE; THENCE CONTINUE ALONG SAID WESTERLY LINE IN A SOUTHWESTERLY DIRECTION 179.54 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 7821.44 FEET, CENTRAL ANGLE OF 01°18'55", AND WHOSE LONG CHORD BEARS SOUTH 49°38'38" WEST 179.54 FEET; THENCE NORTH 58°00'18" WEST (RECORDED AS NORTH 57°06' WEST) 372.33 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF TEUT ROAD AND POINT OF CURVATURE; THENCE NORTHEASTERLY 566.19 FEET ALONG SAID EASTERLY LINE AND ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 5694.49 FEET, CENTRAL ANGLE OF 05°41'48", AND WHOSE LONG CHORD BEARS NORTH 32°18'49" EAST 565.96 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID CERTIFIED SURVEY MAP NO. 2655; THENCE SOUTH 56°18'19" EAST ALONG SAID SOUTHERLY LINE 171.50 FEET TO THE POINT OF BEGINNING. CONTAINING 6.08 ACRES OF LAND MORE OR LESS.



CITY OF BURLINGTON

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Committee of the Whole Number: 8	Date: November 17, 2015
Submitted By: Gregory Guidry, Building Inspector	Subject: <u>Ordinance 2003(9)</u> to consider amending the Multi-Jurisdictional Comprehensive Plan for property at 1624 & 1700 S. Teut Road

Details:

The Racine County Multi-Jurisdictional Comprehensive Plan was implemented by state statute on January 1, 2010. Upon review of a rezone request from “Oak Park Place” to rezone property at 1624 & 1700 S. Teut Road it was determined a plan amendment was also required. Per the Comprehensive Plan, 1624 & 1700 S. Teut Road is listed as “Commercial” and would not be consistent with the requested zoning change from B-1, Neighborhood Business District to Rm-4/PUD, Multi-Family Residential with a Planned Unit Development (PUD) Overlay. As such, an amendment from “Commercial” to “High Density Residential” is necessary to be compliant.

The process of a Comprehensive Plan Amendment begins with a Plan Commission recommendation. From there a 30 day waiting period will occur in which surrounding communities are notified of a Public Hearing. After the Public Hearing the Common Council will consider the amendment and make it part of permanent record if approved. Racine County will amend the land use plan yearly with any updates or amendments.

Plan Commission recommended approval of this amendment as Resolution 22 at their November 10, 2015 meeting.

Options & Alternatives:

The Council may choose to deny this amendment request and recommend a different option from the applicant.

Financial Remarks:

There are no costs associated with this request.

Executive Action:

This item is for discussion at the November 17, 2015 Committee of the Whole and for Public Hearing the same night, and for final consideration at the December 1, 2015 Common Council meeting.

**ORDINANCE AMENDING THE RACINE COUNTY MULTI-JURISDICTION
COMPREHENSIVE PLAN FOR THE CITY OF BURLINGTON, WISCONSIN FOR
1624 and 1700 S. TEUT ROAD**

The City Common Council of the City of Burlington, Wisconsin, do ordain as follows:

Section 1. On July 21, 2009, the City of Burlington adopted, as Ordinance No. 1890(11) a comprehensive plan (the "Plan") pursuant to the provisions of Sections 62.23(3)(b) and 66.1001 of the Wisconsin Statutes, such Plan being formally titled "A Multi-Jurisdictional Comprehensive Plan for the City of Burlington, Wisconsin."

Section 2. Sections 62.23(3)(b) and 66.1001(4) of the Wisconsin Statutes allows the Plan to be amended, from time to time, by the City of Burlington under and pursuant to the provisions and procedures contained in such Sections 62.23(3)(b) and 66.1001(4).

Section 3. The City of Burlington wishes to so amend the Plan as expressly described below (the "Plan Amendment") and the procedures specified on Sections 62.23(3)(b) and 66.1001(4) of the Wisconsin Statutes for the Plan Amendment have been fully complied with by the City of Burlington.

Section 4. The Plan Amendment pertains to the real property (the "Real Property") located in the City of Burlington and which is more specifically described in attached Exhibit A, such Exhibit A being hereby incorporated herein by reference.

Section 5. The Common Council held a public hearing on said amendment on November 17, 2015 and which public hearing was properly noticed by a Class 1 notice under Chapter 985 of the Wisconsin Statutes and was duly published at least thirty (30) days before the public hearing was held.

Section 6. The City of Burlington Common Council hereby finds and determines based, in part, upon the City Plan Commission's recommendation and Plan Commission Resolution Number Twenty Two dated November 10, 2015 that:

- a) The Comprehensive Plan Amendment is consistent with the goals, objectives, and policies of the Plan.
- b) The Plan Amendment will not lead to any detrimental environmental effects.
- c) The Plan Amendment is compatible with surrounding land uses.
- d) The Comprehensive Plan Amendment will not overburden existing local and county facilities and services and such facilities and services are adequate to serve the type of development associated with the Plan Amendment.
- e) The Comprehensive Plan Amendment will enhance economic development within the City and County.
- f) The Comprehensive Plan Amendment is in substantial agreement with the recommendations of the regional land use plan.

Section 7. The Comprehensive Plan is accordingly hereby amended by the adoption of the following Plan Amendment: "Real Property (described in attached Exhibit A) be changed from its current land use designation of "Commercial" in the Plan to the new land use designation of "High Density Residential" in the Land Use Plan Element and Land Use Plan Map for the year 2035 of the City's Comprehensive Plan.

Section 8. This ordinance shall take effect upon passage by a majority vote of the members-elect of the City of Burlington Common Council and publication or posting as required by law.

Introduced: November 17, 2015

Adopted: _____, 2015

Robert Miller, Mayor

Attest:

Diahn Halbach, City Clerk

EXHIBIT A

THAT PART OF THE SOUTH HALF OF SECTION 21, TOWNSHIP 3 NORTH, RANGE 19 EAST TO THE CITY OF BURLINGTON, RACINE COUNTY COMPRISED OF THE FOLLOWING TAX PARCELS: 1624 S. TEUT ROAD #206 03-19-21-033-000 AND #206 03-19-21-033-000 AND 1700 S. TEUT ROAD #206 03-19-21-036-000.

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 3 NORTH, RANGE 19 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE CITY OF BURLINGTON, COUNTY OF RACINE, STATE OF WISCONSIN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTH 1/4 CORNER OF SAID SECTION 21; THENCE NORTH 02°01'18" WEST (RECORDED AS NORTH 01°07' WEST) ALONG THE EAST LINE OF SAID SOUTHWEST 1/4 SECTION 1101.05 FEET TO A POINT ON THE SOUTHERLY LINE OF RACINE COUNTY CERTIFIED SURVEY MAP NO. 2655 AND THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREINAFTER DESCRIBED; THENCE SOUTH 56°18'19" EAST ALONG SAID SOUTHERLY LINE 395.53 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF STATE TRUNK HIGHWAY "36" & "83"; THENCE SOUTH 51°36'33" WEST ALONG SAID WESTERLY LINE 226.06 FEET TO A POINT OF CURVATURE; THENCE CONTINUE ALONG SAID WESTERLY LINE IN A SOUTHWESTERLY DIRECTION 177.89 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 7811.44 FEET, CENTRAL ANGLE OF 01°18'17", AND WHOSE LONG CHORD BEARS SOUTH 50°57'30" WEST 177.89 FEET; THENCE CONTINUE ALONG SAID WESTERLY RIGHT-OF-WAY LINE NORTH 39°41'55" WEST 10.00 FEET TO A POINT OF CURVATURE; THENCE CONTINUE ALONG SAID WESTERLY LINE IN A SOUTHWESTERLY DIRECTION 179.54 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 7821.44 FEET, CENTRAL ANGLE OF 01°18'55", AND WHOSE LONG CHORD BEARS SOUTH 49°38'38" WEST 179.54 FEET; THENCE NORTH 58°00'18" WEST (RECORDED AS NORTH 57°06' WEST) 372.33 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF TEUT ROAD AND POINT OF CURVATURE; THENCE NORTHEASTERLY 566.19 FEET ALONG SAID EASTERLY LINE AND ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 5694.49 FEET, CENTRAL ANGLE OF 05°41'48", AND WHOSE LONG CHORD BEARS NORTH 32°18'49" EAST 565.96 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID CERTIFIED SURVEY MAP NO. 2655; THENCE SOUTH 56°18'19" EAST ALONG SAID SOUTHERLY LINE 171.50 FEET TO THE POINT OF BEGINNING. CONTAINING 6.08 ACRES OF LAND MORE OR LESS.

**CITY OF BURLINGTON PLAN COMMISSION RESOLUTION RECOMMENDING
THE AMENDMENT OF THE RACINE COUNTY MULTI-JURISDICTIONAL
COMPREHENSIVE PLAN FOR PROPERTY LOCATED AT 1624 AND 1700 S. TEUT ROAD
IN THE CITY OF BURLINGTON, WISCONSIN**

WHEREAS, on July 21, 2009, the City of Burlington adopted, as Ordinance No. 1890(11) a comprehensive plan (the "Plan") pursuant to the provisions of 66.1001 of the Wisconsin Statutes, such Plan being formally titled "A Multi-Jurisdictional Comprehensive Plan for the City of Burlington, Wisconsin"; and,

WHEREAS, Section 66.1001(4) of the Wisconsin Statutes allows the Plan to be amended from time to time, by the City of Burlington under and pursuant to the provisions and procedures contained in such Section 66.1001(4); and,

WHEREAS, the City of Burlington Plan Commission wishes to recommend to the City of Burlington Common Council to so amend the Plan as expressly described below (the "Plan Amendment"); and,

WHEREAS, the Plan Amendment pertains to the real property (the "Real Property") located in the City of Burlington and which is more specifically described in attached Exhibit A, such Exhibit A being hereby incorporated herein by reference.

WHEREAS, the City of Burlington Plan Commission hereby finds and determines that:

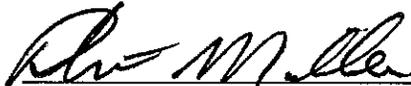
- a) The Plan Amendment is consistent with the goals, objectives, and policies of the Plan.
- b) The Plan Amendment will not lead to any detrimental environmental effects.
- c) The Plan Amendment is compatible with surrounding land uses.
- d) The Plan Amendment will not overburden existing local and County facilities and services and such facilities and services are adequate to serve the type of development associated with the Plan Amendment.
- e) The Plan Amendment will enhance economic development within the City and County.
- f) The Plan Amendment is in substantial agreement with the recommendations of the regional land use plan.

NOW, THEREFORE, BE IT RESOLVED that the City of Burlington Plan Commission hereby recommends to the City of Burlington Common Council that the Real Property at 1624 & 1700 S. Teut Road (described in attached Exhibit A) be changed from its current land use designation of "Commercial" in the Plan to the new land use designation of "High Density Residential" in the Plan to use the property for development of a senior living facility.

BE IT FURTHER RESOLVED that this resolution, having been adopted by a majority of all the members of the City of Burlington Plan Commission as required by Sections 62.23(3)(b) and 66.1001(4)(b) of the Wisconsin Statutes, is hereby certified to the City of Burlington Common Council for its consideration.

Adopted this 10 day of November, 2015

Ayes: 5 Nays: 0 Absent: 1



Robert Miller, Chairman
City of Burlington Plan Commission

Attest:



Kristine Anderson, Secretary
City of Burlington Plan Commission



STAFF REPORT COMPREHENSIVE LAND USE PLAN AMENDMENT CITY OF BURLINGTON

Date: October 19, 2015

Report Prepared By: Kristine Anderson, Administrative Assistant

Property Address: 1624 and 1700 S. Teut Road, Burlington, WI 53105

Parcel Numbers: 206-03-19-21-033-000, 206-03-19-21-035-000, 206-03-19-21-036-000

Property Owner: Scott Frank

Applicant: Tyler Weavers

Date of Public Hearing: The Public Hearing will be held at 6:30 p.m. or shortly thereafter on November 17, 2015 during the Common Council meeting located at 224 E. Jefferson Street.

Action Requested: To change the Racine County Multi-Jurisdictional Comprehensive Plan from "Commercial" to "High Density Residential" for the subject property.

Summary: The City of Burlington Common Council has petitioned to rezone property at 1624 and 1700 S. Teut Road, within city zoning district classifications and it was determined a Comprehensive Plan Amendment was also required. Per the Comprehensive Plan, the subject property is listed as Commercial and would not be consistent with the city zoning change from B-1, Neighborhood Business District to Rm-4/PUD, Multi-Family Residential with a Plan Unit Development (PUD) Overlay.

Existing Comprehensive Plan Zoning: Commercial

Surrounding Comprehensive Plan Zoning: Commercial and Other Agricultural, Rural Residential and Open Land to the north; Other Agricultural, Rural Residential and Open Land to the west; Commercial, Streets and Highways and Primary Environmental Corridor to the south; Commercial and Primary Environmental Corridor to the east.

Existing Use: 1624 and 1700 S. Teut Road is vacant land

Proposed Use: 1624 and 1700 S. Teut Road is proposing to develop a senior living facility

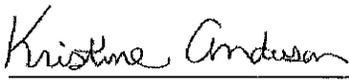
Relevant Criteria:

The City of Burlington Plan Commission shall review and determine that:

- a) The Plan Amendment is consistent with the goals, objectives, and policies of the Plan.
- b) The Plan Amendment will not lead to any detrimental environmental effects.
- c) The Plan Amendment is compatible with surrounding land uses.
- d) The Plan Amendment will not overburden existing local and County facilities and services and such facilities and services are adequate to serve the type of development associated with the Plan Amendment.
- e) The Plan Amendment will enhance economic development within the City and County.
- f) The Plan Amendment is in substantial agreement with the recommendations of the regional land use plan.

Recommendation of Plan Commission: Recommendation will go before the Plan Commission on November 10, 2015 as Plan Commission Resolution Number 22.

Future Action: This item is scheduled for discussion among the Common Council at the Committee of the Whole meeting on November 17, 2015; a Public Hearing is scheduled before the Common Council on November 17, 2015; and scheduled for consideration by the Common Council on December 1, 2015.



Kristine Anderson
Administrative Assistant



CITY OF BURLINGTON

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

Committee of the Whole Agenda Item: 9	Date: November 17, 2015
Submitted By: Gary Meisner, Airport Manager	Subject: <u>Motion 15-821</u> to approve an Airport Hangar Lease with John Pelland, 932 Alpha Taxiway, at the Burlington Municipal Airport.

Details:

The Airport Committee met on Thursday, October 22, 2015 and recommends that the City enter into a not-to-exceed twenty-nine year Airport Hangar Lease agreement with John Pelland for 932 Alpha Taxiway. The amount of the lease equals the sum of \$.095 per square foot with a total of 3,264 square feet, equaling \$310.08, 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 January 1, 2015.

Options & Alternatives:

The alternative would be to not approve this lease and request a different tenant.

Financial Remarks:

An annual payment of \$310.08 will be paid to the City each year by January 1 for lease of the hangar.

Executive Action:

This item is for discussion at the November 17, 2015 Committee of the Whole meeting and scheduled for the December 1, 2015 Common Council meeting for final consideration.

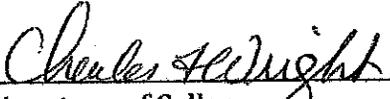
BILL OF SALE
HANGER 932 ALPHA TAXIWAY AT BURLINGTON WISCONSIN AIRPORT

This Bill of Sale is executed August 1, 2015 By Charles F. Wright (Seller) for the benefit of John Pelland (Buyer). Seller hereby transfers to Buyer all rights and ownership interest to the aircraft hanger identified as 932 Alpha Taxiway located at the Burlington, Wisconsin Municipal Airport located in Racine County, Wisconsin for consideration of a mutually agreed cash sale price, which has been acknowledged as received by the Seller.

The sale of the property is made on an "as is" basis, without any express or implied warranties and without recourse to the Seller. The Seller warrants the property is free of any liens or encumbrances on the effective date of sale.

Seller acknowledges the property taxes due on the hanger and the ground lease on the hanger have been paid for calendar year 2015. Seller will pay power and gas utility bills through August 10, 2015, which is the end of the next bill round. Seller has agreed to allow one Stearman biplane N53549 owned by Vanessa Jago to be housed in the hanger through the end of August 2015, at which time the hanger will become completely vacant.

The Buyer has inspected the property and agrees to accept the property as is.



Signature of Seller
CHARLES F. WRIGHT

8/1/2015
Date



Signature of Buyer

7-31-2015
Date

JOHN PELLAND

AIRPORT LEASE

This lease Agreement, made and entered into this 1st day of November, 2015 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 John Pelland whose mailing address is 24720 W North Ave, Antioch, Ill. 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 932 Alpha Taxiway. This Lease does not include use of City Water.

ARTICLE 2 TERM

The term of this Lease shall be from Nov 1st, 2015 to Nov 30th, 2044 [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 3264 square feet, for a total amount of \$ 310.08, 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, 2015 subject to the provisions set forth in Article 5, Section A.

ARTICLE 4

Lessee agrees that rent charged is based on intended:

X 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) 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 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:

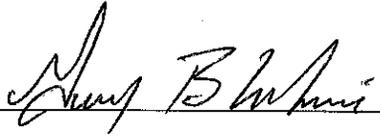
- (1) Rights and liabilities of the parties shall bind and inure to the benefit of their personal representatives, heirs, successors and assigns.
- (2) This agreement constitutes the entire agreement pertaining to the subject matter and supersedes all prior and contemporaneous agreements of the parties 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: 10/22/15

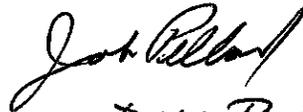
AIRPORT MANAGER:

LESSEE:



Signature

Cary B Meisner
Print (or type) name

 Signature
JOHN PELLAND
Print (or type) name

Approved by Common Council on: _____

CITY OF BURLINGTON

Signature

Title



CITY OF BURLINGTON

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

Committee of the Whole Item Number: 10	Date: November 17, 2015
Submitted By: Carina Walters, City Administrator	Subject: <u>Motion 15-822</u> to consider entering into an agreement with Swagit for Video Web Streaming and Paperless Agenda System for Common Council Meetings

Details:

In 2012, the Common Council discussed paperless agenda management and video web streaming of Council meetings to increase transparency, efficiency and reduce our overall carbon foot print. Part of the overall project included a plan for implementing tablets/iPads and paperless meeting packets ensued and was implemented this year. In November 2014, the City contracted with Granicus to provide video web streaming and agenda management; however, as of October 2015 the service was not fulfilled and the contract was cancelled by the City.

Staff began researching other similar companies at the ICMA annual conference in September. From that research, staff underwent discussions with Swagit, who provides a similar service as Granicus. Swagit's services; however, exceed Granicus in two ways. One, Swagit provides video indexing and archiving service from their Texas office that requires no City staff involvement. Granicus requires City staff to physically index the video during and after a meeting. Two, Swagit's agenda management program is very comprehensive and allows for the creation of the agenda, integration of materials, video integration, includes a staff review process of submitted materials and streamlines minute creation after the meeting. Granicus allows for the upload of an agenda and supporting documents, video integration and streamlines minute creation with roll call and voting.

Staff recommends contracting with Swagit for video web streaming and agenda management in the amount of \$11,940 per year. This amount, along with the set up fees, were included within the Equipment Replacement Fund.

Options & Alternatives:

The Council could chose to keep things status quo and not contract for these services or seek other methods of providing transparency and efficiencies.

Financial Remarks:

The annual cost to provide service with Swagit is \$11,940 per year for both video web streaming and agenda management modules, with a one-time set up fee of \$4,500 for both. This amount, along with the set up fees, were included within the Equipment Replacement Fund. Savings provided by using the agenda management tool are several hours of staff time per week with multiple employees.

Executive Action:

This item is for discussion at the November 17, 2015 Committee of the Whole meeting and placed on the Common Council meeting the same night for consideration.

Swagit Vs. Granicus

Video Web Streaming Modules		Agenda Creation Modules	
Swagit "Ease"	Granicus "Government Transparency Suite"	Swagit "Agenda Quick"	Granicus "Efficiency Suite"
Video Capture	Video Capture	Agenda Creation	Agenda Creation
Staff Participation Needed	Staff Participation Needed	Video Integration	Video Integration
Encoding	Encoding	Custom Templates	Custom Templates
Agenda Integration	Agenda Integration	Adds Page Numbers	Adds Page Numbers
Live/On-demand Feed	Live/On-demand Feed	Post Meeting Minute Creation	Post Meeting Minute Creation
Cloud Storage	Cloud Storage	Agenda Review	Agenda Review
Archiving	Archiving	Training	Training
Indexing	Indexing	Record Roll Call/Votes Live	Record Roll Call/Votes Live
Post Editing	Post Editing	Live Meeting Automation	Live Meeting Automation
Searchable Video	Searchable Video	Touch Screen Voting	Touch Screen Voting
Training	Training	Imports Agenda	Imports Agenda
One-time Set Up Cost	\$1,800	\$2,525	\$2,700
Monthly Cost	\$645	\$549	\$350
First Year Cost with Set Up	\$9,540	\$9,213	\$6,900
Total Annual Cost	\$7,740	\$6,588	\$4,200
Swagit Annual Cost	\$11,940		\$4,850
Granicus Annual Cost	\$10,188		\$300
			\$8,450
			\$3,600

\$11,940

\$10,188

Swagit Annual Cost

Granicus Annual Cost

[City of Burlington PROPOSAL]



**CREATE, HOST, AND DELIVER BROADCAST
LIVE OR ON-DEMAND AUDIO/VIDEO CONTENT**

October 13, 2015

Swagit Productions, LLC
850 Central Pkwy E., Suite 100
Plano, TX 75074

October 13, 2015

City of Burlington
ATTN: Carina Walters
300 N. Pine Street
Burlington, WI 53105

Dear Ms. Walters,

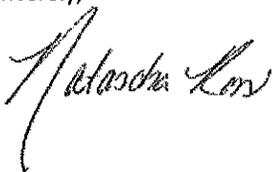
Swagit Productions, LLC, would first like to thank you for your time and the opportunity to earn the City of Burlington business. In an overpriced, complicated and hands-on video industry, Swagit has created an affordable, simple and **hands-free** solution that offers the most current advancements in video streaming technology.

Swagit's primary goal is to bring governments an easy solution and provide improved transparency to your constituents without the additional workload. A company that first specialized in turnaround streams for television stations and newspapers, Swagit has grown significantly to a diverse client list that consists of a variety of government entities including: cities, counties, states, school districts, newspapers, television stations, etc.

Below is a list of just some of the unique advantages of our EASE™ solution.

- Completely **hands-free** recording, uploading and archiving
- Indexing and time-stamping
- 24/7 Support and Customer Service
- An open API, which allows for seamless integration with any agenda management software
- No training needed
- Unlimited storage
- 98.99% uptime
- Latest software upgrades, no upgrade fees

Sincerely,



Natascha Ross
Swagit Productions, LLC
(P) 214.274.6612
nross@swagit.com

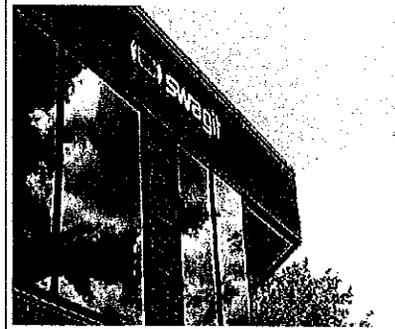
[PROPOSAL: Company Profiles]

EXECUTIVE SUMMARY / COMPANY HISTORY

Swagit Productions, LLC is a privately held company headquartered in Plano, Texas. Founded in 2003, Swagit is a progressive company that is pioneering the broadband multimedia communication service industry by providing clients a **hands-free** approach to always being connected to end-users' information needs. In combining Swagit's EASE™ and Cosmos™ solutions, clients are offered the most comprehensive **hands-free** experience possible.

Swagit specializes in providing streaming media solutions to cities, counties, states and school districts. Furthermore, Swagit is a complete video production entity: including services such as post-production, studio and recording booth sessions.

Swagit began with a mission to supply clients an affordable solution to stream their own content in an overpriced, complicated, hands-on video industry. What began as a company that specialized in turnaround streams for cities, counties, states and school districts, Swagit has grown significantly and provides an open API which allows for integrations with all Agenda/Document Management Solutions. This lets our clients choose the 'best of breed' Agenda Management Solution for their unique needs.



With Swagit's EASE™ streaming video solution, clients are able to stream their public content live and on-demand through the jurisdiction's website. HTML5 compatibility makes getting to the content even easier and more convenient as viewers are able to access all of the video content via their computer, smart phone or tablet. Archived meetings are indexed and broken up into clips per each agenda item for a greater end-user experience.

Cosmos™ is Swagit's broadcast solution comprised of two to four cameras and pro-video switching equipment that allows either Swagit engineers to control the cameras remotely or on-site camera control by government staff. It is the Cosmos™ solution combined with EASE™ that allows for clients to be able to outsource all of the production and video streaming/indexing to Swagit Productions, LLC for a completely end-to-end, **hands-free** solution.

The Swagit network stretches across North America guaranteeing that you and your constituents are always connected. Our network insures fast connect times from the closest point-of-presence (POP) to an end-user's location. In addition, Swagit's network is fully redundant giving clients the peace of mind of redundancy and keeping with the Swagit motto of "Always Connected."

POINTS OF DIFFERENCE

- Swagit's EASE™ solution is a completely **hands-free** and requires no staff time or resources
- Larger video with Swagit's solution (up to 70% larger) and FLASH video format, the most commonly viewed format on the web. Swagit also utilizes HTML5 for streaming to mobile devices such as the iPhone and iPad.
- Swagit's open API allows integrations with any agenda management solution
- Swagit is the only government streaming provider that has developed its own content delivery network, ensuring quick and reliable connections for your constituents
- Unlimited storage for Specialty content
- Swagit's unique **hands-free** solution typically qualifies as a sole sourced solution allowing for quick deployments
- 100% Client Retention

[PROPOSAL: Service - EASE™]

EASE™ – Extensible Automated Streaming Engine

The Extensible Automated Streaming Engine (EASE™) is a software framework comprised of foundation and extension modules that work together to automate many otherwise manually intensive tasks. This completely hands-off solution meets the current and future needs of your entity without creating any additional work for the city's clerks or webmasters.

- **Video Capture and Encoding**

EASE™ Encoder records content according to your broadcast schedule and transfer the recorded audio/video to the Swagit Content Network via a secure Virtual Private Network (VPN) connection, making it available for live and/or on-demand streaming.

- **Indexing and Cross Linking**

Using your published meeting agendas as a guide, Swagit's Managed Service Division (SMSD) index's the meetings without any work from the city. SMSD will annotate your content by adding jump-to points with specific item headings, giving users the greatest flexibility to find the specific content they need. With these jump-to points, users can step through video by searching for or clicking specific items.

- **Agenda Management Integration**

If meeting packets or other related information is available online, SMSD will link them directly to the video player for easy access.

Swagit's EASE™ solution integrates with all Document/Agenda Management solutions.

- **Archiving**

Client audio/video can be stored securely on the Swagit Content Network indefinitely. Fault tolerance and high availability is assured through replication of audio/video content to multiple, geographically redundant, Storage Area Networks (SAN). Our standard packages include 80GB of storage, enough for approximately three full years of city council meetings.

- **Presentation**

By navigating through the video library, users can view a list of meetings chronologically and once in a selected meeting you can unleash the power of the jump-to markers to search for specific points within individual audio/video clips.

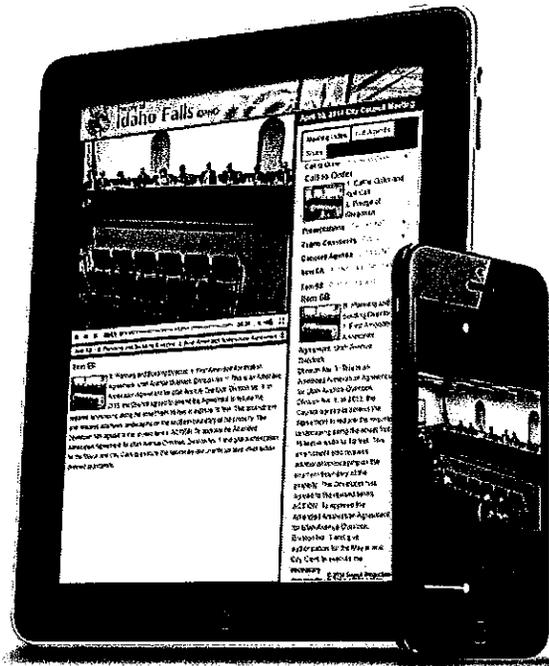
- **Delivery**

In order to deliver on-demand content to end users in a format that is native to their computer's operating system, Swagit can deliver content in all major streaming video formats: Flash, Windows Media, QuickTime and Real. Swagit is proud to support Flash as its default format, which has proven itself as the format of choice from such vendors as YouTube, Google Video, ABC and NBC/Universal.

Currently, Flash has a 99% ubiquity rate amongst all the platforms. Swagit can provide Windows Media format (70% ubiquity) however, using Windows Media format may exclude Apple users.*

EASE™ – Extensible Automated Streaming Engine

Swagit also streams in HTML5 providing content to mobile devices such as the iPhone, iPad and other mobile devices.



- **Monitoring**

Swagit is monitoring all aspects of the Swagit Content Network to ensure its health and availability. This monitoring extends to cover remote Swagit EASE™ Encoders deployed on client premises. In the rare event of trouble our engineers are promptly notified so that they may dispatch a swift response in accordance with our support procedures.

- **Statistics**

Swagit collates log files from our streaming servers monthly and processes them with the industry recognized Google Analytics. Google Analytics generates reports ranging from high-level, executive overviews to in depth quality of service statistics. These reports help to highlight growth trends and identify popular content.

- **Support**

Beyond our proactive monitoring and response, Swagit offers ongoing, 24/7 technical support for any issues our clients may encounter. While our choice of quality hardware vendors and a thorough pre-installation testing phase go a long way toward ensuring trouble free operation of our EASE™ Encoders, we do recognize that occasionally unforeseen issues arise. In the event that our engineers detect a fault, they will work to diagnose the issue. If necessary, next business day replacement of parts will be completed. Swagit offers continual software updates and feature enhancements to our services and products for the life of your managed services contract.

EASE™ – Extensible Automated Streaming Engine

AT&T U-verse® Integration

Many Public Access, Educational and Government (PEG) channels now have the opportunity to reach a new group of broadcast subscribers via AT&T U-verse® TV service. To reach these subscribers, U-verse® requires a 480x480 pixel Windows Media VC-1 stream at 1.25Mbs. Our EASE™ encoder is not only capable of creating a live U-verse® compatible stream, but it can also simultaneously encode a video stream, of your choosing (i.e. Flash, Windows Media, QuickTime, Real, etc.), for Internet distribution.

AT&T U-verse® and Swagit Productions, LLC both have headquarters located within the Dallas, Texas area. This allows the two companies to work together seamlessly for the betterment of government transparency. The partnership combined with Swagit's 'hands-free' streaming solutions, helps increase accessibility of government programming. Additionally, adding another form of distribution for content using a single solution not only saves money, but also makes things easy.

The City of Allen was able to deploy their content to AT&T U-verse® TV by leveraging their existing partnership with Swagit. "We have been using Swagit for on-line video on-demand since 2004 and have been very happy not only with the integrity of the product, but also with the quality of customer service," said ACTV Executive Producer Mark Kaufmann. "With the recent addition of Live streaming services, the opportunity opened to connect to AT&T's U-verse® TV network. We knew it was the right decision as we are constantly trying to find creative, cost-effective ways to reach more viewers."

Santa Rosa Community Channels

Select a channel with the OK button to view full screen.
Select the Back button to return to this screen.

InfoChannel 69
cityVIEW 70
Education Station 71
OurChannel 72

2 of 4

cityVIEW 70 features local, state and national government programming, such as meetings from the Santa Rosa City Council, Sonoma County Board of Supervisors, and CA Legislature proceedings.

The screenshot shows a dark-themed menu with a list of channels on the right and a preview window on the left. The preview window shows a news broadcast with several people at a table. The text is white and yellow on a black background.

PRICING – EASE™ Up-Front Costs

Swagit's EASE™ encoders offer broadcasters and other administrators the ability to stream live events to cable television providers (i.e. AT&T U-verse®), over the Internet through a high speed connection, or to mobile devices such as iPhones, iPads or Androids. Furthermore, the unit can record and archive all media for on-demand viewing as well.

Item Description	Type	Costs (Up-Front)
Basic Encoder -Hardware/Software (AT&T U-verse® Compatible) SD/Analog	Workstation / 1U Rackmount	
Swagit Encodr, Encoder Software Installation, System Burn-In		
Branded Video Library Design, Branded Player Design		
Remote Install (Typically 3 hours)		
Licenses for Software/Tools (Flash Media, EASE™, WOWZA, HTML5, Microsoft OS)		
Osprey Video Capture Card w/Simulstream Software	260-e	
Basic - Hardware/Software (AT&T U-verse® Compatible) + Osprey		= \$ 1,800.00

* Price and hardware model are subject to change after 90 days without prior notice.

PRICING – EASE™ Monthly Managed Services

Swagit's Extensible Automated Streaming Engine (EASE™) solution meets all current and future needs for government *without* creating any additional work for staff. EASE™ is a hands-free tool that eliminates the need for client staff members to spend time on indexing, editing or time-stamping video content. Each EASE™ package includes *On-demand* archiving, a 24/7 LIVE Stream via Internet and PEG, streaming to Apple devices (ex: iPad & iPhone) and up to 120 hours of additional specialty content each year. Client also has the ability to upload media via FTP as an option if live streaming is not applicable.

Service Description		Costs (Yearly)
Package 1	(EASE™) Up to 50 indexed meetings a year	\$ 9,540.00
Package 2	(EASE™) Up to 50 indexed meetings a year (discount applied if purchasing both programs)	\$ 7,740.00

Total First Year Cost For Video Streaming
\$ 9,540 or \$7,740

(OPTIONAL) Services/Upgrades – Individual Pricing	Costs
Additional Edited and On-Demand indexed meetings (Per additional meeting)	\$ 150.00/meeting
AT&T U-verse® Service (If not bundled with other offers)	<i>Call for Quote</i>
Programming, Development or Design Implementation	\$ 120.00/hour
Closed Captioning Services (If not bundled) **	<i>Call for Quote</i>
Onsite Encoder Installation (To include travel costs)	<i>Call for Quote</i>

We offer a Price Match Guarantee for all "apples-to-apples" services.

* Must have *approved broadcast system(s)* and *reliable Internet Connection*. (Up to 3hr event)

** Service is priced on per event hour, including any breaks/executive session time, and requires proper closed captioning hardware. Event hour is rounded up to the nearest half hour.

PRICING

HOSTED

AgendaQuick - Hosted Plan – Agenda & Minutes Module

Software as a Service (SaaS) Hosted by Destiny Software

HOSTED – 5 MEETING TYPES

Annual Hosting Fee – Up to 5 Meeting Types	\$4,200
Installation and Setup	\$2,750
Online Training (Admin and Users)	Included
Total Cost Year One – 5 Meeting Types	\$6,950

YEARLY MAINTENANCE & SERVICE

Annual Hosting Fee – Up to 5 Meeting Types (Years 2, 3 & 4)	\$4,200
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HOSTED – UNLIMITED MEETING TYPES

Annual Hosting Fee – Unlimited Meeting Types (Optional)	\$6,200*
Installation and Setup	\$2,750
Online Training (Admin and Users)	Included
Total Cost Year One – Optional Unlimited Meeting Types	\$8,950*

YEARLY MAINTENANCE & SERVICE

Annual Hosting Fee – Unlimited Meeting Types	\$6,200
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REFERENCES

Menomonee Falls, WI	Janice Moyer – City Clerk	262 532-4210
Menomonee Falls School District, WI	Amy Ignasiak – Executive Asst.	262 255-8457
O’Fallon, MO	Pam Clement – City Clerk	636 379-5555
Coon Rapids, MN	Joan Lenzmeier – City Clerk	763 767-6404
Ramsey, MN	Jo Thieling – City Clerk	763 433-9840
Shakopee, MN	Kris Wilson – Asst. City Administrator	952 233-9312
Wabasha, MN	Sue Schamaun – City Clerk	651 560-4861
Texas City, TX	Justin Herter – Asst. to City Secretary	409 643-5926
Laredo, TX	Elsa Hinojosa – City Clerk’s Office	956 791-7466
Marana, AZ	Jocelyn Bronson – Town Clerk	520 382-1999
Lubbock, TX	Barbara Bessent – Agenda Backup	806 775-3031
Addison, TX	Ronnie Lee – IT	972 450-2854
Collin County, TX	Georgia Shepherd – Admin	972 548-4634
Del Rio, TX	Amelia Moreno – Admin	830 774-8558
Sherman, TX	Pam Cloer – Asst. to City Manager	903 892-7200
Contra Costa County, CA	Julie Enea- Sr. Deputy Administrator	925 335-1077
Gila County, AZ	Marian Sheppard – Chief Clerk	928 402-8757
Yuma County, AZ	Christy Isbell – Clerk of the Board	928 373-1107
Flagstaff, AZ	Liz Burke – City Clerk	928 213-2076
Oro Valley, AZ	Mike Standish – Deputy Town Clerk	520 229-4741

Nationwide there are more than 100 installations.

If you need more contact information, just let us know.

***Unlimited Meeting Types refers to the ability to use AgendaQuick for all of your boards, committees, commissions, and council meetings. We have several clients using the program for over 30 meeting types.**

In addition to the Agenda and Minutes modules, AgendaQuick comes with a Term Tracking module to help organize the process of managing all of the terms for the various boards, committees and commissions you might have.

We also provide all of our clients with a Task Tracking module that many of our clerks use to help them organize future 'To Do' projects.

Both of these modules are included in the Client Installed and Hosted Plans.



CITY OF BURLINGTON

Finance Department
 300 N. Pine Street, Burlington, WI, 53105
 (262) 342-1170 – (262) 342-1178 fax
 www.burlington-wi.gov

Committee of the Whole Item Number: 11	Date: November 17, 2015
Submitted By: Carina Walters, City Administrator; Steve DeQuaker, City Treasurer	Subject: <u>Motion 15-823</u> authorizing staff to proceed with the sale of up to \$450,000 in General Obligation Promissory Notes for the TIF District 5 Project to Fox River State Bank

Details:

In December 2014, the Project Plan for TIF District 5, the Aurora Project, was approved by Council in the amount of \$4,500,000. After the sale of the Taxable General Obligation Promissory Notes, bids were received for the project and during the implementation/construction of the project, the scope of the project changed revolving around site conditions, lift station relocation, easement issues and item quantities. These changes were in the best interest of the project. Staff reviewed these additional expenditures and determined that an additional amount of up to \$450,000 is needed to complete the City portion of the infrastructure work in TID 5. City staff has approached Aurora Health Care to amend the Development Agreement to cover any shortfall; however, they have no obligation according to the terms and conditions of the Development Agreement. City Council authorized staff to solicit quotes for up to \$450,000 in General Obligation Promissory Notes via resolution 4746(20).

The City received 4 quotes (letters and comparison report attached) from the following banks with known costs over the life of the loan noted for the promissory notes:

BMO Harris Bank, NA	Cost: \$532,635	Effective Interest Rate: 3.45%
Community State Bank	Cost: \$528,750	Effective Interest Rate: 3.50%
Fox River State Bank	Cost: \$506,645	Effective Interest Rate: 2.45%
Town Bank	Cost: \$515,450	Effective Interest Rate: 2.90%

Staff recommends awarding the sale of the GO Promissory Note to Fox River State Bank. Fox River State Bank is also one of the Principals holding bonds for the \$4.5M Taxable GO Note for TID 5. A resolution authorizing the parameters and debt service will be forthcoming at a future COW/Council meeting.

Financial Remarks:

Costs above include principal, interest and closing costs. Out of pocket costs would be additional for attorney/financial review or other bank costs associated with the loan. These costs can be several thousand dollars, but would be consistent across all the bank quotes above, with the exception of Town Bank. No other costs would be incurred with the Town Bank quote. This is a Non Revolving Line of Credit with no prepayment penalty.

Options & Alternatives:

Council may choose one of the other banks or opt to have the GO Promissory Notes re quoted.

Executive Action:

This item is for discussion at the November 17, 2015 Committee of the Whole and is placed on the Common Council the same night for final consideration.

FOX RIVER STATE BANK

Commitment Letter

November 2 2015

**Mr. Steve DeQuaker, Treasurer
City of Burlington
300 North Pine Street
Burlington WI 53105**

Dear Steve:

It is my pleasure to inform you that Fox River State Bank ("Bank") has approved the following credit facility:

Borrower: City of Burlington Burlington WI

Loan Type: Non-Revolving Line of Credit

Loan Amount: \$450,000

Purpose: To finance cost overruns on water and sewer improvement to new Aurora Medical Surgical Center

Maturity Date: April 1 2022

Interest Rate: 2.25% from loan inception to April 1 2018
2.50% from April 1 2018 to April 1 2019
2.75% from April 1 2019 to April 1 2020
3.00% from April 1 2020 to April 1 2021
3.25% from April 1 2021 to April 1 2022

Repayment: Interest semi-annually (April 1 and October 1 of each year); principal payments of \$90,000 annually starting April 1 2018

Collateral: Unsecured

Out-of-Pocket Expenses: Borrower is responsible for all out-of-pocket costs associated with this transaction.

Loan Fee: \$1,125 (1/4 of 1% of loan amount) plus \$195 loan documentation fee

241 E. Jefferson Street
Burlington, WI 53105
(262) 767-8600
(262) 767-8954 FAX

Your Community. Your Bank.

Other Terms and Conditions

1. Prepayment Penalty. Full or partial pre-payment of this note is permitted without penalty.
2. Events of Default. Customary, including without limitation, non-payment, incorrect or misleading representations, non-compliance with covenants, bankruptcy, failure to provide required and/or requested financial information; breach of term(s) of loan documents.

Each Loan will be subject to the following:

1. No material adverse change in the financial condition, operations or prospects of the Borrower prior to funding.
2. Completion of the documentation and final terms of the proposed financing satisfactory to Lender and Lender's counsel.

Governing Law

This letter and the proposed Loan are intended to be governed by and constructed in accordance with Wisconsin law without regard to its conflict of law provision.

Indemnity

Borrower agrees to indemnify and to hold harmless Lender, and its officers, directors and employees against all claims, damages, liabilities and expenses which may be incurred by or asserted against any such person in connection with or arising out of this letter and the transactions contemplated hereby, other than claims, damages, liability, and expense resulting from such person's gross negligence or willful misconduct.

Conditions of Acceptance

This Commitment Letter is intended to be a summary of the most important elements of the agreement to enter into a loan transaction with Borrower, and it is subject to all requirements and conditions contained in Loan documentation proposed by Lender or its counsel in the course of closing the Loans described herein. Once the Loan is closed, the terms of the Note shall govern. Not every provision that imposes duties, obligations, burdens, or limitations on Borrower is contained herein, but shall be contained in the final Loan documentation satisfactory to Lender and its counsel.

EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY SUIT, ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATED TO THIS LETTER TO THE TRANSACTION DESCRIBED IN THIS LETTER.

Commitment Fee

Simultaneously with the acceptance by the Borrower of this Commitment, a non-refundable Commitment Fee (\$1,125) will be due the Lender, to be retained by the Lender for Commitment compensation. This dollar amount will be deducted from the loan fee at closing.

Commitment Acceptance

If the terms and conditions of this commitment letter are acceptable to you, please sign below where indicated and return the original copy of this commitment in its entirety to the Bank by Monday, November 23 2015. Unless this commitment is executed and returned to the Bank by this date, it shall become null and void. Once executed, the commitment will remain in effect for 60 days after acceptance.

Thank you for the opportunity to meet your banking needs.

Sincerely,


Keith E Pollek
President & CEO

I hereby accept the terms and conditions of this commitment letter.

Dated: _____

CITY OF BURLINGTON Burlington WI

Steve DeQuaker, Treasurer



A WINTHROP COMMUNITY BANK

November 2, 2015

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

Dear Ms. Walters:

I am pleased to inform you that Town Bank has approved financing for the City of Burlington. The specific terms and conditions of our commitment are outlined below.

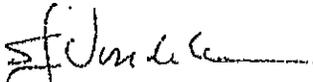
Borrower:	City of Burlington
Credit Facility:	\$450,000 6-month, Non- revolving Line of Credit, funding into term loan
Purpose:	General Obligation note to fund excess cost incurred in TID 5
Term:	Maturity April 1, 2022
Repayment:	Interest only payment on April 1, 2016 and April 1, 2017 Annual principal and interest payments beginning April 1, 2018, with final payment due April 1, 2022
Prepayment:	The loan will be pre-payable without penalty at any time
Interest Rate:	2.90% fixed
Fees:	Out of pocket (estimate of \$200.00)
Collateral:	Unsecured
Financial Reporting:	Annual Audit and Fiscal Budget
Documents:	Documents to be prepared by City of Burlington's attorney. Subject to satisfactory review by Town Bank.

Opinion: Legal opinion from City's Attorney authorizing borrowing

Other: Matters not covered or made clear in this letter are subject to the mutual agreement of both parties.

We are pleased to make this proposal available to you. Please feel free to contact me with questions at any time.

Sincerely,



Steven J. Vonderheide
Senior Vice President



1500 MAIN STREET • UNION GROVE, WI 53182

(262) 878-3783 • FAX (262) 878-3009

November 2, 2015

City of Burlington
300 North Pine Street
Burlington, WI 53105

To Whom It May Concern:

Thank you for the opportunity to provide the City of Burlington with a loan proposal for a General Obligation Promissory Note for the Tax Increment Finance District #5. Community State Bank is prepared to offer financing in the amount of \$450,000.00 with a fixed interest rate of 3.50%. There would be no additional fees required.

The loan would have a draw period up to six months as requested and principal payments would begin April 1, 2018 and would be each year thereafter until the loan matures on April 1, 2022. The loan documents would be prepared by the Community State Bank loan department and we do not require a legal review of said documents.

If you have any additional questions, please contact me at (262) 806-9012. Thank you for considering Community State Bank.

Respectfully,

Rachael E. Crane
AVP Ag/Commercial Lending

October 28, 2015

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

Carina:

Per your request, here is an outline of the anticipated terms BMO Harris Bank would provide with regards to the attached financing request, pending credit approval:

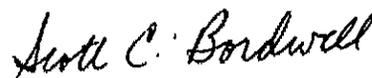
- This would be a general obligation Note
- Draw period of up to six months
- No Pre Payment Penalty in whole or in part at any time
- Principal and any accrued interest would be due each April 1, beginning April 2017 with 7 annual payments ending with a final payment on April 1, 2022
- Interest Rate would be fixed at 3.45% and be taxable
- BMO would require an attorney's opinion and outside counsel would prepare the documents. Anticipated costs are \$5,000 to document the loan, however, the City of Burlington would be responsible for all out of pocket expenses

Feel free to contact Brian Anderson or Scott Bordwell using the contact information below:

Sincerely,



Brian Anderson
Vice President
Business Banking
608-755-4232
Brian.Anderson@BMO.com



Scott Bordwell
Vice President
Business Banking
608-755-4228
Scott.Bordwell@BMO.com

Loan Analysis

450K TID 5 Additional Expenditures

Fox River State Bank		Needs: \$		1,125.00		to begin		BMO Harris Bank		Needs:		to begin		
Non-Revolving Line of Credit 6 Month Draw		Interest		Fees		Interest Rate		Non-Revolving Line of Credit 6 Month Draw		Interest		Interest Rate		
Year	Principal	Interest	Fees	Interest Rate	Year	Principal	Interest	Fees	Interest Rate	Year	Principal	Interest	Fees	Interest Rate
2016	\$ -	\$ 10,125.00	\$ 1,320.00	2.25%	2016	\$ 90,000.00	\$ 15,525.00	\$ 5,000.00	3.45%	2016	\$ 90,000.00	\$ 15,525.00	\$ 5,000.00	3.45%
2017	\$ -	\$ 10,125.00		2.25%	2017	\$ 90,000.00	\$ 15,525.00		3.45%	2017	\$ 90,000.00	\$ 15,525.00		3.45%
2018	\$ 90,000.00	\$ 10,125.00		2.25%	2018	\$ 90,000.00	\$ 12,420.00		3.45%	2018	\$ 90,000.00	\$ 12,420.00		3.45%
2019	\$ 90,000.00	\$ 9,000.00		2.50%	2019	\$ 90,000.00	\$ 9,315.00		3.45%	2019	\$ 90,000.00	\$ 9,315.00		3.45%
2020	\$ 90,000.00	\$ 7,425.00		2.75%	2020	\$ 90,000.00	\$ 6,210.00		3.45%	2020	\$ 90,000.00	\$ 6,210.00		3.45%
2021	\$ 90,000.00	\$ 5,400.00		3.00%	2021	\$ 90,000.00	\$ 3,105.00		3.45%	2021	\$ 90,000.00	\$ 3,105.00		3.45%
2022	\$ 90,000.00	\$ 2,925.00		3.25%	2022	\$ 90,000.00	\$ 77,625.00	\$ 5,000.00	3.45%	2022	\$ 90,000.00	\$ 77,625.00	\$ 5,000.00	3.45%
	\$ 450,000.00	\$ 55,125.00	\$ 1,520.00			\$ 450,000.00	\$ 532,625.00	Costs out of pocket			\$ 450,000.00	\$ 532,625.00	Costs out of pocket	
	Total Outlay	\$ 506,645.00	.25% Loan Amt for fee			TOTAL Pay	\$ 532,625.00	Costs out of pocket			TOTAL Pay	\$ 532,625.00	Costs out of pocket	
	Effective Rate	2.45%	plus \$195 Doc fee + Attorney			Effective Int	3.45%	This is an Estimate of total			Effective Int	3.45%	This is an Estimate of total	

Town Bank		Needs:		to begin		Community State Bank		Needs: \$		to begin				
Non-Revolving Line of Credit 6 Month Draw		Interest		Fees		Interest Rate		Non-Revolving Line of Credit 6 Month Draw		Interest		Interest Rate		
Year	Principal	Interest	Fees	Interest Rate	Year	Principal	Interest	Fees	Interest Rate	Year	Principal	Interest	Fees	Interest Rate
2016	\$ 13,050.00	\$ 13,050.00	\$ 200.00	2.90%	2016	\$ 90,000.00	\$ 15,750.00		3.50%	2016	\$ 90,000.00	\$ 15,750.00		3.50%
2017	\$ 13,050.00	\$ 13,050.00		2.90%	2017	\$ 90,000.00	\$ 12,600.00		3.50%	2017	\$ 90,000.00	\$ 12,600.00		3.50%
2018	\$ 90,000.00	\$ 13,050.00		2.90%	2018	\$ 90,000.00	\$ 9,450.00		3.50%	2018	\$ 90,000.00	\$ 9,450.00		3.50%
2019	\$ 90,000.00	\$ 10,440.00		2.90%	2019	\$ 90,000.00	\$ 6,300.00		3.50%	2019	\$ 90,000.00	\$ 6,300.00		3.50%
2020	\$ 90,000.00	\$ 7,830.00		2.90%	2020	\$ 90,000.00	\$ 3,150.00		3.50%	2020	\$ 90,000.00	\$ 3,150.00		3.50%
2021	\$ 90,000.00	\$ 5,220.00		2.90%	2021	\$ 90,000.00	\$ 78,750.00	\$ -	3.50%	2021	\$ 90,000.00	\$ 78,750.00	\$ -	3.50%
2022	\$ 90,000.00	\$ 2,610.00		2.90%	2022	\$ 90,000.00	\$ 528,750.00	No other fees or out of	3.50%	2022	\$ 90,000.00	\$ 528,750.00	No other fees or out of	3.50%
	\$ 450,000.00	\$ 65,250.00	\$ 200.00			TOTAL Pay	\$ 528,750.00	3.50% pocket - their loan docs			TOTAL Pay	\$ 528,750.00	3.50% pocket - their loan docs	
	Total Pay	\$ 515,450.00	Costs out of pocket			Effective Int	2.90%	(Attorney)			Effective Int	2.90%	(Attorney)	