



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

**Tuesday, July 16, 2019**  
**6:30 p.m.**

**Common Council Chambers, 224 East Jefferson Street**

Mayor Jeannie Hefty  
Susan Kott, Alderman, 1st District  
Theresa Meyer, Alderman, 1st District  
Bob Grandi, Alderman, 2nd District  
Ryan Heft, Alderman, 2nd District  
Steve Rauch, Alderman, 3rd District  
Jon Schultz, Council President, Alderman, 3rd District  
Thomas Preusker, Alderman, 4th District  
Todd Bauman, Alderman, 4th District

**Student Representatives:**

Jack Schoepke, Student Representative (BHS)

1. **Call to Order - Roll Call**
2. **Citizen Comments**
3. **Approval of Minutes** (*S. Kott*)
  - A. To approve the July 2, 2019 Committee of the Whole Minutes.
4. **DISCUSSION:**
  - A. A discussion regarding Tax Increment Districts (TID) by Ehlers, Inc.
5. **RESOLUTIONS:**
  - A. **Resolution 4962(15)** - To consider approving an Extraterritorial Zoning Certified Survey Map for property located between 920 and 1316 S. Teut Road.
  - B. **Resolution 4963(16)** - To consider approving a Certified Survey Map for property located at 109-111 and 117 Schemmer Street.
  - C. **Resolution 4964(17)** - To Accept the Dedication of Land for Public Right of Way Purposes for property located at 340 Dale Drive.
6. **ORDINANCES:**

- A. **Ordinance 2050(16)** - To amend Chapter 187-7(E) of the City of Burlington Municipal Code, to eliminate the 4 liter limit of hard alcohol sales for retail stores holding a "Class B" liquor license.
7. **MOTIONS:**
- A. **Motion 19-933** - To approve the 2020-2022 Union Agreement between the City of Burlington and the Labor Association of Wisconsin, Inc. on behalf of the Burlington Police Benevolent Association Local 218.
  - B. **Motion 19-934** - To approve the City of Burlington's Tax Increment Financing (TIF) Guidelines.
8. **ADJOURNMENT** (*T. Meyer*)

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



**COMMITTEE OF THE WHOLE**

**ITEM NUMBER 3A**

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**DATE:** July 16, 2019

**SUBJECT:** MEETING MINUTES - To approve the July 2, 2019 Committee of the Whole Minutes.

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

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**BACKGROUND/HISTORY:**

The attached minutes are from the July 2, 2019 Committee of the Whole meeting.

**BUDGET/FISCAL IMPACT:**

N/A

**RECOMMENDATION:**

Staff recommends approval of the attached minutes from the July 2, 2019 Committee of the Whole meeting.

**TIMING/IMPLEMENTATION:**

This item is scheduled for final consideration at the July 16, 2019 Common Council meeting.

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**Attachments**

COW Minutes

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

**CITY OF BURLINGTON**  
**Committee of the Whole Minutes**  
**Jeannie Hefty, Mayor**  
**Diahnn Halbach, City Clerk**  
**Tuesday, July 2, 2019**

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

Mayor Jeannie Hefty called the Committee of the Whole meeting to order at 6:30 p.m. Roll Call - Present: Alderman Susan Kott, Alderman Theresa Meyer, Alderman Bob Grandi, Alderman Ryan Heft, Alderman Steve Rauch, Alderman Jon Schultz, Alderman Tom Preusker, Alderman Todd Bauman. Excused: None.

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

Staff present: Administrator Carina Walters, City Attorney John Bjelajac, Assistant City Administrator/Zoning Administrator Megan Watkins, Finance Director Steven DeQuaker, Public Works Director Peter Riggs, Fire Chief Alan Babe and Intern Nick Faust.

Mayor Hefty presented a Certificate of Recognition from the National Park Service to members of the Historical Preservation Committee for being a Certified Local Government and partner in the Federal preservation program since 2008. Members present included Darrel Eisenhardt, Susan Kott, Tom Stelling, and Kevin O'Brien.

2. **Citizen Comments** - There were none.

3. **Approval of Minutes** - To approve the Committee of the Whole Minutes for June 18, 2019. Motion: Alderman Grandi. Second: Alderman Preusker. With all in favor, the motion carried.

4. **DISCUSSION:**

A. Status update regarding the 2016-2019 Strategic Plan Initiatives.

Administrator Walters provided a brief overview on the status of the 2016-2019 Strategic Plan Initiatives outlining the five strategic priorities and the progress for each category.

Alderman Schultz asked if another session would be included in this years budget to be updated for next year. Walters responded that it would be included as it was an ask of the Council to be included in this years budget workshop.

Alderman Preusker commented in regard to Citizen Engagement and asked if it would be possible to reach out to the high schools to see if there was interest in having more students involved in the budget workshops. Walters responded that staff will continue to reach out to students for further participation. Walters further stated that another POLCO survey just went out asking for feedback to identify levels of engagement in the community and to see if anyone is interested in becoming more active with municipal government.

5. **RESOLUTIONS:**

- A. **Resolution 4961(14)** - To approve purchase of a new patrol truck cab and chassis for the Department of Public Works from Lakeside International and body from Olson Trailer and Body for the total amount of \$206,517.00.

Director Riggs presented the request to purchase a new plow truck to replace truck #520, which is a 1991 Mack and the oldest vehicle in the fleet. Riggs stated that staff sourced three quotes for the cab and chassis and two quotes for the body work, of which Lakeside International and Olson Trailer and Body were the lowest bidders, for a total purchase price of \$206,517. Riggs explained that the purchase exceeds the budgeted amount of \$190,000 by \$16,517 due to uncertainty in estimation and unexpected fluctuation in the market with steel prices. Riggs further stated that staff recommends deferring the 2019 scheduled replacement of the ball diamond rake for \$24,000 in order to temporarily offset the overage in the equipment replacement fund.

Alderman Rauch asked if the new truck would be used for leaf collection. Riggs responded that it could be retro fitted with minor adjustments and would not be expensive.

Alderman Heft inquired about a snowblower that was supposed to be replaced in 2018 but was also deferred and asked if that purchase is still planned. Riggs responded that the snowblower is from 1970 and still runs like an ox.

Alderman Heft asked if the Park Board or Baseball people were notified about the ball diamond rake. Riggs responded that neither party has been notified but will mention at the next meeting. Riggs also stated that the rake still performs well and has not needed any major repairs.

6. **ORDINANCES:** There are none.

7. **MOTIONS:**

- A. **Motion 19-932** - To consider approving a Certificate of Appropriateness for property located at 164 E. Washington Street.

Walters reviewed the request for Certificate of Appropriateness (COA) from new owners Dustin and Molly Elsbury and explained that Brian Torgerson, the previous owner, was approved for a COA in February but withdrew his award when he sold the property.

Alderman Meyer asked what the plans were for the building. Walters replied that they have plans for a hot yoga studio.

Alderman Schultz stated that according to the HPC policy, the rear facade does not qualify for a grant because it doesn't face a street or alley. Schultz said he isn't opposed to approving the COA; however, if grants can be awarded for non-street facing facades, then the policy should be re-written to include this option.

8. **ADJOURNMENT**

Motion: Alderman Heft. Second: Alderman Bauman. With all in favor, the meeting adjourned at 6:57 p.m.

Minutes respectfully submitted by:

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Diahnn C. Halbach  
City Clerk  
City of Burlington



**COMMITTEE OF THE WHOLE**

**ITEM NUMBER 4A**

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**DATE:** July 16, 2019

**SUBJECT: DISCUSSION** - A discussion regarding Tax Increment Districts (TID) by Ehlers, Inc.

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

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**BACKGROUND/HISTORY:**

Presentation by Jon Cameron of Ehlers, Inc. to outline what a Tax Increment District (TID) is and how the TID can spur economic development.

**BUDGET/FISCAL IMPACT:**

There is no budget/fiscal impact.

**RECOMMENDATION:**

For discussion only.

**TIMING/IMPLEMENTATION:**

This item is for discussion at the July 16, 2019 Committee of the Whole meeting.

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**COMMITTEE OF THE WHOLE**

**ITEM NUMBER 5A**

**DATE:** July 16, 2019

**SUBJECT:** **RESOLUTION 4962(15)** - To consider approving an Extraterritorial Zoning Certified Survey Map for property located between 920 and 1316 S. Teut Road.

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

**BACKGROUND/HISTORY:**

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 Janice Flanagan for property located between 920 and 1316 S. Teut Road in the Town of Burlington. The applicant would like to subdivide their property. The intent of the applicants is to create three lots, and leave the northeast corner of the property as un-platted to accommodate the driveway of the property to the northeast, and at 920 S. Teut Road. Proposed Lot 1 will be 2.94 acres, Proposed Lot 2 will be 3.12 acres, and Proposed Lot 3 will be 3.68 acres. The materials submitted by the applicant do not indicate any plans for future buildings or structures.

The Town of Burlington Planning and Zoning Committee approved this CSM at their June 13, 2019, meeting.

**BUDGET/FISCAL IMPACT:**

N/A

**RECOMMENDATION:**

The Plan Commission and City Staff recommend approval of this ETZ Certified Survey Map request.

**TIMING/IMPLEMENTATION:**

This item is for discussion at the July 16, 2019, Committee of the Whole meeting and for final consideration at the Common Council meeting the same night.

**Attachments**

RES 4962(15) ETZ COA Teut Rd  
ETZ CSM

**A RESOLUTION APPROVING A CERTIFIED SURVEY MAP FOR JANICE FLANAGAN FOR  
PROPERTY LOCATED AT S. TEUT 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 Janice Flanagan for property located at S. Teut Road in the Town of Burlington; for property described as:

BEING PART OF THE NORHTWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 21, TOWNSHIP 3 NORTH, RANGE 19 EAST OF THE FOURTH PRINCIPAL MERIDIAN IN THE TOWNSHIIP OF BURLINGTON, RACINE COUNTY, WISCONSIN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTH ¼ CORNER OF SAID SECTION 21, THENCE NORTH 02°01'18" WEST ALONG THE WEST LINE OF SAID SOUTHEAST ¼ SECTION 1480.23 FEET TO THE PLACE OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUE NORTH 02°01'18" WEST ALONG SAID WEST LINE 1116.97 FEET; THENCE NORTH 88°25'15" EAST 179.39 FEET; THENCESOUTH 66°43'23" EAST 377.05 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY 174.61 FEET ALONG THE ARC OF SAID CURVE; BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 620.50 FEET AND WHOSE LONG CHORD BEARS SOUTH 58°39'41" EAST 174.03 FEET; THENCE SOUTH 41°10'47" WEST 249.97 FEET; THENCE SOUTH49°45'27" EAST 95.01 FEET TO A POINT ON THE NORTHWESTERLY LINE OF TEUT ROAD; THENCE SOUTH 41°10'47" WEST ALONG SAID NORTHWESTERLY LINE 535.94 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY 297.43 ALONG SAID NORTHWESTERLY LINE BEING THE ARC OF SAID CURVE, BEING A CURVE TO THE LEFT, HAVING A RADIUS OF 5760.49 FEET AND WHOSE LONG CHORD BEARS SOUTH 39°42'02" WEST 297.40 FEET TO THE PLACE OF BEGINNING. CONTAINING 9.74 ACRES OF LAND MORE OF LESS.

**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 May 9, 2019 by Robert J. Wetzels, 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, 100 W. Walworth PO Box 1001, Elkhorn, WI 53121.

Introduced: July 16, 2019  
Adopted: July 16, 2019

\_\_\_\_\_  
Jeannie Hefty, Mayor

Attest:

\_\_\_\_\_  
Diahn Halbach, City Clerk

**CERTIFIED SURVEY MAP NO. \_\_\_\_\_.**

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

OWNER: JANICE FLANAGAN, et al.  
334 RIDGEWOOD AVENUE  
GLEN ELLYN, IL 60137

PREPARED BY: B.W. SURVEYING, INC.  
412 N. PINE STREET  
BURLINGTON, WI 53105  
JOB NO. 9620-CSM

**LEGAL DESCRIPTION:**

BEING PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 3 NORTH, RANGE 19 EAST OF THE FOURTH PRINCIPAL MERIDIAN IN THE TOWNSHIP OF BURLINGTON, RACINE COUNTY, 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 ALONG THE WEST LINE OF SAID SOUTHEAST 1/4 SECTION 1480.23 FEET TO THE PLACE OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUE NORTH 02°01'18" WEST ALONG SAID WEST LINE 1116.97 FEET; THENCE NORTH 88°25'15" EAST 179.39 FEET; THENCE SOUTH 66°43'23" EAST 377.05 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY 174.61 FEET ALONG THE ARC OF SAID CURVE, BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 620.50 FEET AND WHOSE LONG CHORD BEARS SOUTH 58°39'41" EAST 174.03 FEET; THENCE SOUTH 41°10'47" WEST 249.97 FEET; THENCE SOUTH 49°45'27" EAST 95.01 FEET TO A POINT ON THE NORTHWESTERLY LINE OF TEUT ROAD; THENCE SOUTH 41°10'47" WEST ALONG SAID NORTHWESTERLY LINE 535.94 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY 297.43 ALONG SAID NORTHWESTERLY LINE BEING THE ARC OF SAID CURVE, BEING A CURVE TO THE LEFT, HAVING A RADIUS OF 5760.49 FEET AND WHOSE LONG CHORD BEARS SOUTH 39°42'02" WEST 297.40 FEET TO THE PLACE OF BEGINNING. CONTAINING 9.74 ACRES OF LAND MORE OR LESS.

**SURVEYOR'S CERTIFICATE:**

I, ROBERT J. WETZEL, DO HEREBY CERTIFY THAT AT THE DIRECTION OF JANICE FLANAGAN, GEORGE PAGURKO, SUSAN GILLAND, ANNETTE TAPAK, STEPHEN J. VASEK, TAYLOR S. VASEK AND STEPHANIE L. LAMBRECHT (FORMERLY STEPHANIE L. VASEK), 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 CHAPTER 236.34 OF THE WISCONSIN STATUTES, TOWN OF BURLINGTON LAND DIVISION ORDINANCE AND THE CITY OF BURLINGTON SUBDIVISION OF LAND ORDINANCE.

DATED THIS 9TH DAY OF MAY, 2019

ROBERT J. WETZEL

S-1778

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

**OWNER'S CERTIFICATE:**

WE, JANICE FLANAGAN, GEORGE PAGURKO, SUSAN GILLAND, ANNETTE TAPAK, STEPHEN J. VASEK, TAYLOR S. VASEK AND STEPHANIE L. LAMBRECHT (FORMERLY STEPHANIE L. VASEK) AS OWNERS, HEREBY CERTIFY THAT WE CAUSED THE LAND DESCRIBED ON THIS CERTIFIED SURVEY MAP TO BE SURVEYED, DIVIDED, AND MAPPED AS REPRESENTED HEREON.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 201

\_\_\_\_\_  
STEPHEN J. VASEK POWER OF ATTORNEY ANNETTE TAPAK ATTORNEY-IN-FACT

STATE OF \_\_\_\_\_ )  
COUNTY)SS

PERSONALLY CAME BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 201 , THE ABOVE NAMED STEPHEN J. VASEK AS POWER OF ATTORNEY, TO ME KNOWN TO BE THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGE THE SAME.

\_\_\_\_\_  
NOTARY PUBLIC  
MY COMMISSION EXPIRES:

STATE OF \_\_\_\_\_ )  
COUNTY)SS

PERSONALLY CAME BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 201 , THE ABOVE NAMED ANNETTE TAPAK AS ATTORNEY IN FACT, TO ME KNOWN TO BE THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGE THE SAME.

\_\_\_\_\_  
NOTARY PUBLIC  
MY COMMISSION EXPIRES:

**TOWN OF BURLINGTON TOWN BOARD APPROVAL:**

THIS CERTIFIED SURVEY MAP IS HEREBY APPROVED BY THE TOWN OF BURLINGTON TOWN BOARD ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 201 .

\_\_\_\_\_  
RALPH RICE TOWN CHAIRMAN ADELHEID STREIF TOWN CLERK

**CITY OF BURLINGTON APPROVAL (EXTRATERRITORIAL):**

THIS CERTIFIED SURVEY MAP IS HEREBY APPROVED BY THE CITY OF BURLINGTON COMMON COUNCIL ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 201 .

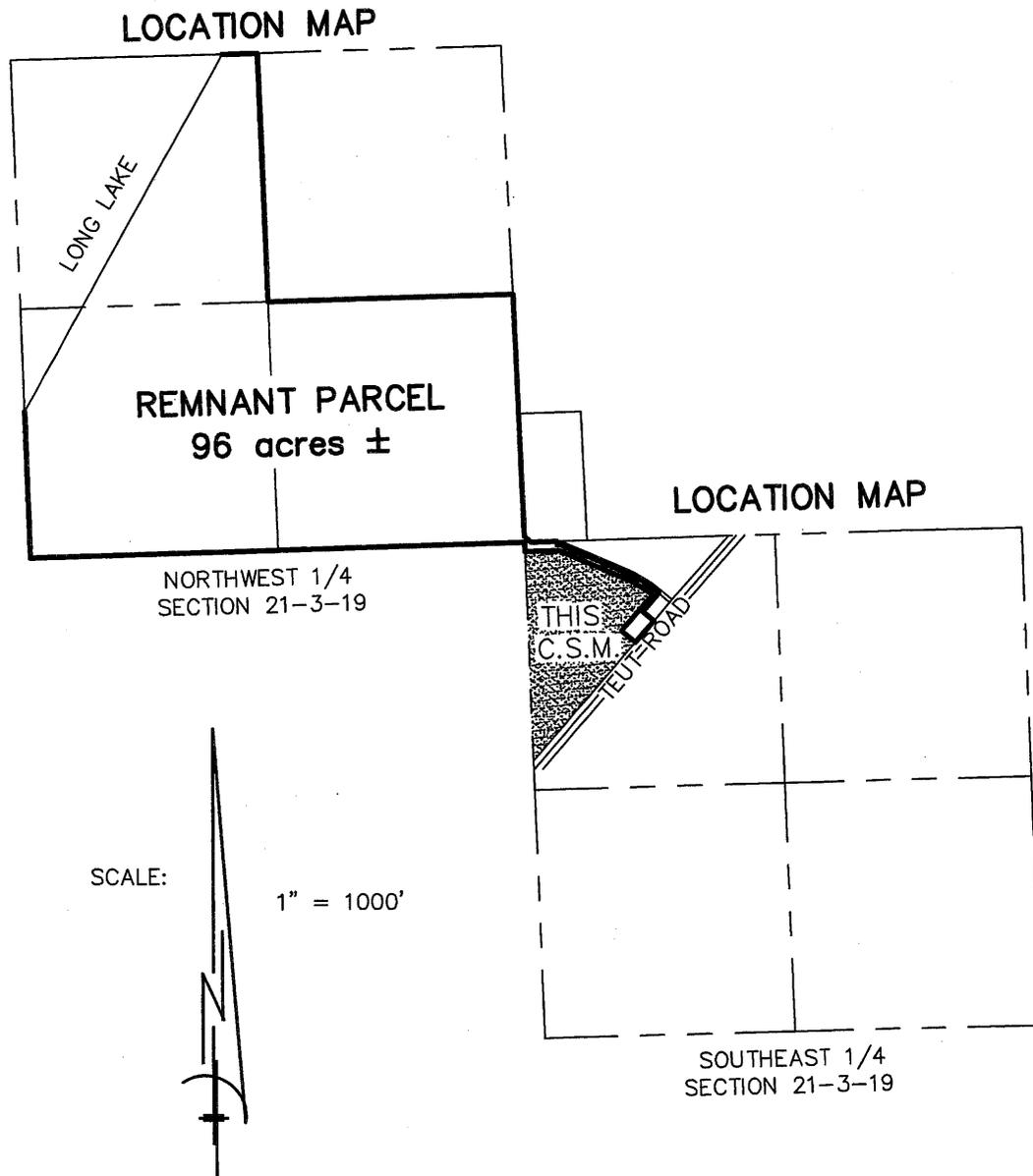
\_\_\_\_\_  
JEANNIE HEFTY MAYOR DIAHNN HALBACH CLERK

DATED THIS 9TH DAY OF MAY, 2019

# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

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

PART OF TAX PARCEL NO. 002-03-19-21-023-000



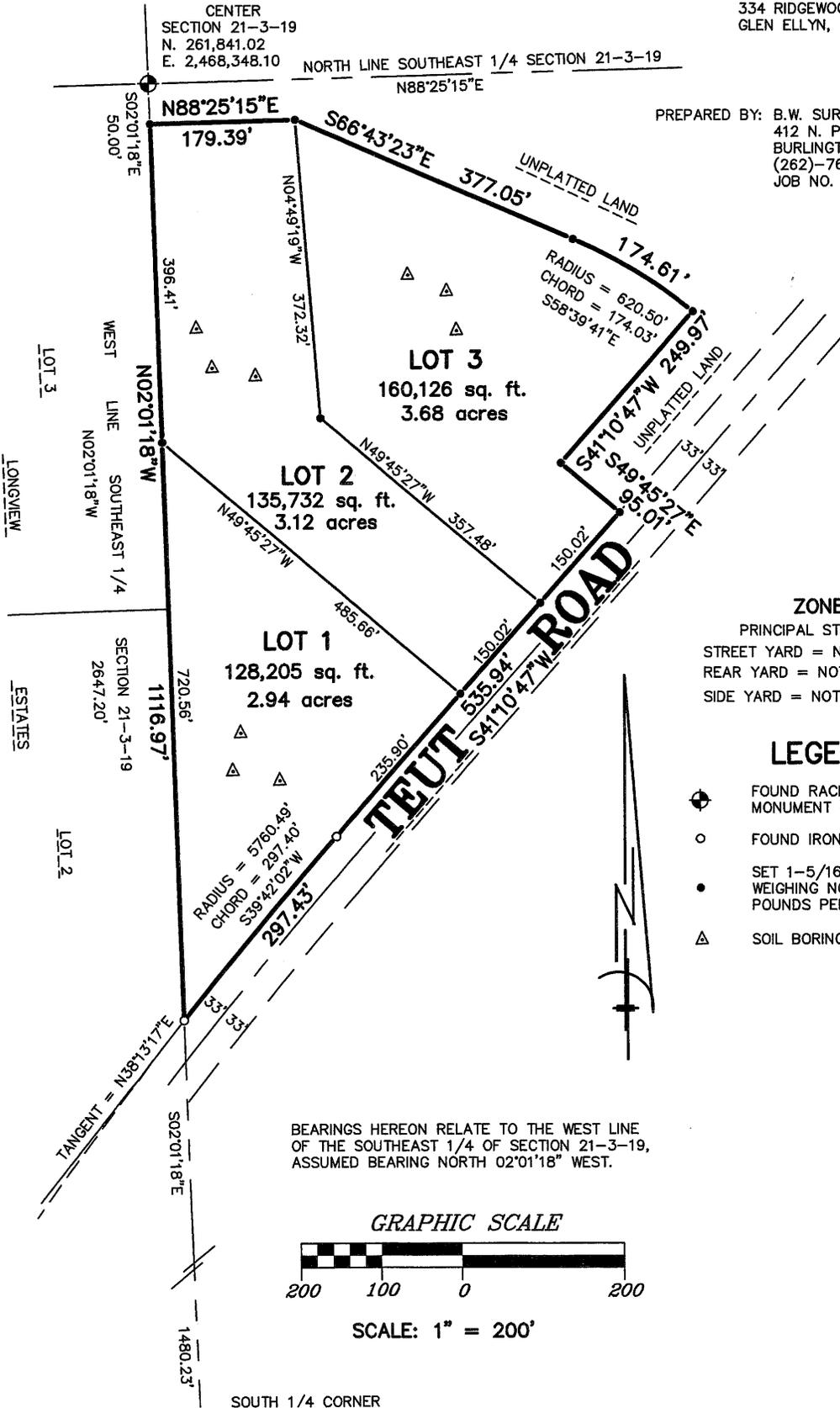
# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

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

PART OF TAX PARCEL NO. 002-03-19-21-023-000

PREPARED FOR: JANICE FLANAGAN, et al.  
334 RIDGEWOOD AVENUE  
GLEN ELLYN, IL 60137

PREPARED BY: B.W. SURVEYING, INC.  
412 N. PINE STREET  
BURLINGTON, WI 53105  
(262)-767-0225  
JOB NO. 9620-CSM





**DATE:** July 16, 2019

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

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

**BACKGROUND/HISTORY:**

On February 20, 2019 via Resolution 4929(31), the Council approved a Certified Survey Map (CSM) from Thomas and Marjorie Vos for property located at 109-111 Schemmer Street and 117 Schemmer Street. This CSM, drafted by Robert J. Wetzel, WLS, reconfigured two parcels into three properties. After the CSM was recording by the Register of Deeds, it was determined there was a Scribner’s error on the original document.

Mr. Wetzel amended the CSM by adding 4-foot wide triangle from Lot C to northwest corner of Lot 2. This slice of land is also owned by Mr. Vos and was omitted from the original CSM. Mr. Wetzel explained he cannot do a correction affidavit as the original boundary of the map had been changed by Racine County Real Estate Description.

**BUDGET/FISCAL IMPACT:**

N/A

**RECOMMENDATION:**

Staff recommend approval of this Certified Survey Map.

**TIMING/IMPLEMENTATION:**

This item is for discussion at the July 16, 2019 Committee of the Whole meeting and for final consideration at the Common Council meeting the same night.

**Attachments**

- Res 4963(16) CSM Schemmer Street
- CSM
- Change to original CSM

**RESOLUTION NO. 4963(16)**  
**Introduced by: Committee of the Whole**

**A RESOLUTION APPROVING A REVISED CERTIFIED SURVEY MAP IN THE CITY OF BURLINGTON FOR PROPERTY LOCATED AT 109-111 AND 117 SCHEMMER STREET**

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

BEING A REDIVISION OF LOTS 1, 2 AND 3 OF CERTIFIED SURVEY MAP NO. 3340, RECORDED AS DOCUMENT NO. 2515167 OF LOTS B, E AND PART OF LOT C OF SCHEMMER'S ADDITION AS RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS IN AND FOR RACINE COUNTY, WISCONSIN AND BEING LOCATED IN PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 3 NORTH, RANGE 19 EAST OF THE FOURTH PRINCIPAL MERIDIAN, CITY OF BURLINGTON, COUNTY OF RACINE AND STATE OF WISCONSIN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE WEST 1/4 CORNER OF SAID SECTION 32; THENCE NORTH 88°43'52" EAST ALONG THE NORTH LINE OF SAID SOUTHWEST 1/4 SECTION 857.24 FEET; THENCE SOUTH 00°55'03" WEST (RECORDED AS SOUTH 2°20' WEST) 74.76 FEET TO A POINT OF INTERSECTION OF THE SOUTH LINE OF MILWAUKEE AVENUE AND THE WEST LINE OF SCHEMMER STREET AND THE PLACE OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUE SOUTH 00°55'03" WEST (RECORDED AS SOUTH 2°20' WEST) ALONG SAID WEST LINE OF SCHEMMER STREET 191.30 FEET; THENCE SOUTH 12°51'49" WEST (RECORDED AS SOUTH 14°18' WEST) ALONG SAID WEST LINE 14.00 FEET; THENCE NORTH 79°43'01" WEST 187.50 FEET; THENCE NORTH 05°43'01" WEST 14.68 FEET (RECORDED AS NORTH 14°18' WEST 15 FEET); THENCE SOUTH 89°41'41" EAST 64.00 FEET; THENCE NORTH 00°48'46" EAST (RECORDED AS NORTH 2°20' EAST) 30.00 FEET; THENCE SOUTH 85°36'00" EAST 62.81 FEET (RECORDED AS SOUTH 83°20' EAST 63 FEET) THENCE NORTH 00°22'12" WEST 112.53 FEET (RECORDED AS NORTH 1°09' EAST 112.99 FEET) TO A POINT ON THE SOUTH LINE OF MILWAUKEE AVENUE; THENCE NORTH 73°30'24" EAST 68.62 FEET (RECORDED AS NORTH 75° EAST 65.95 FEET) ALONG SAID SOUTH LINE TO THE PLACE OF BEGINNING. CONTAINING 0.39 ACRES OF LAND MORE OR LESS.

**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 June 27, 2019 by Robert J. Wetzel, WLS, 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: July 16, 2019  
Adopted: July 16, 2019

\_\_\_\_\_  
Jeannie Hefty, Mayor

Attest:

\_\_\_\_\_  
Diahn Halbach, City Clerk

**CERTIFIED SURVEY MAP NO. \_\_\_\_\_.**

BEING A REDIVISION OF LOTS 1, 2 AND 3 OF CERTIFIED SURVEY MAP NO. 3340, RECORDED AS DOCUMENT NO. 2515167 OF LOTS B, E AND PART OF LOT C OF SCHEMMER'S ADDITION AS RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS IN AND FOR RACINE COUNTY, WISCONSIN AND BEING LOCATED IN PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 3 NORTH, RANGE 19 EAST OF THE FOURTH PRINCIPAL MERIDIAN, CITY OF BURLINGTON, COUNTY OF RACINE, AND STATE OF WISCONSIN.

OWNERS: THOMAS R. AND MARJORIE C. VOS  
124 KINGS COURT  
BURLINGTON, WI 53105

KEVIN S. BIRD  
2903 S. BROWNS LAKE DR.  
BURLINGTON, WI 53105

PREPARED BY: B.W. SURVEYING, INC.  
412 N. PINE STREET  
BURLINGTON, WI 53105  
JOB NO. 9646-CSM

**LEGAL DESCRIPTION:**

BEING A REDIVISION OF LOTS 1, 2 AND 3 OF CERTIFIED SURVEY MAP NO. 3340, RECORDED AS DOCUMENT NO. 2515167 OF LOTS B, E AND PART OF LOT C OF SCHEMMER'S ADDITION AS RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS IN AND FOR RACINE COUNTY, WISCONSIN AND BEING LOCATED IN PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 3 NORTH, RANGE 19 EAST OF THE FOURTH PRINCIPAL MERIDIAN, CITY OF BURLINGTON, COUNTY OF RACINE AND STATE OF WISCONSIN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE WEST 1/4 CORNER OF SAID SECTION 32; THENCE NORTH 88°43'52" EAST ALONG THE NORTH LINE OF SAID SOUTHWEST 1/4 SECTION 857.24 FEET; THENCE SOUTH 00°55'03" WEST (RECORDED AS SOUTH 2°20' WEST) 74.76 FEET TO A POINT OF INTERSECTION OF THE SOUTH LINE OF MILWAUKEE AVENUE AND THE WEST LINE OF SCHEMMER STREET AND THE PLACE OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUE SOUTH 00°55'03" WEST (RECORDED AS SOUTH 2°20' WEST) ALONG SAID WEST LINE OF SCHEMMER STREET 191.30 FEET; THENCE SOUTH 12°51'49" WEST (RECORDED AS SOUTH 14°18' WEST) ALONG SAID WEST LINE 14.00 FEET; THENCE NORTH 79°43'01" WEST 187.50 FEET; THENCE NORTH 05°43'01" WEST 14.68 FEET (RECORDED AS NORTH 14°18' WEST 15 FEET); THENCE SOUTH 89°41'41" EAST 64.00 FEET; THENCE NORTH 00°48'46" EAST (RECORDED AS NORTH 2°20' EAST) 30.00 FEET; THENCE SOUTH 85°36'00" EAST 62.81 FEET (RECORDED AS SOUTH 83°20' EAST 63 FEET) THENCE NORTH 00°22'12" WEST 112.53 FEET (RECORDED AS NORTH 1°09' EAST 112.99 FEET) TO A POINT ON THE SOUTH LINE OF MILWAUKEE AVENUE; THENCE NORTH 73°30'24" EAST 68.62 FEET (RECORDED AS NORTH 75° EAST 65.95 FEET) ALONG SAID SOUTH LINE TO THE PLACE OF BEGINNING. CONTAINING 0.39 ACRES OF LAND MORE OR LESS.

**SURVEYOR'S CERTIFICATE:**

I, ROBERT J. WETZEL, DO HEREBY CERTIFY THAT AT THE DIRECTION OF THOMAS R. AND MARJORIE C. VOS, 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 CHAPTER 236.34 OF THE WISCONSIN STATUTES.

DATED THIS 27TH DAY OF JUNE, 2019.

\_\_\_\_\_  
ROBERT J. WETZEL                      S-1778

**CERTIFIED SURVEY MAP NO. \_\_\_\_\_**

BEING A REDIVISION OF LOTS 1, 2 AND 3 OF CERTIFIED SURVEY MAP NO. 3340 RECORDED AS DOCUMENT NO. 2515167 OF LOTS B, E AND PART OF LOT C OF SCHEMMER'S ADDITION AS RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS IN AND FOR RACINE COUNTY, WISCONSIN AND BEING LOCATED IN PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 3 NORTH, RANGE 19 EAST OF THE FOURTH PRINCIPAL MERIDIAN, CITY OF BURLINGTON, COUNTY OF RACINE AND STATE OF WISCONSIN.

N88°43'52"E (2642.19')  
2641.63'  
NORTH LINE SOUTHWEST 1/4 SECTION 32-3-19

WEST 1/4 CORNER SECTION 32-3-19  
N. 251,109.23  
E. 2,460,755.09

857.24'

1784.39' CENTER SECTION 32-3-19  
N. 251,167.74  
E. 2,463,396.56

**ZONED: B-2**  
PRINCIPAL STRUCTURE SETBACKS  
STREET YARD = NO MINIMUM  
REAR YARD = NO MINIMUM  
SIDE YARD = NO MINIMUM

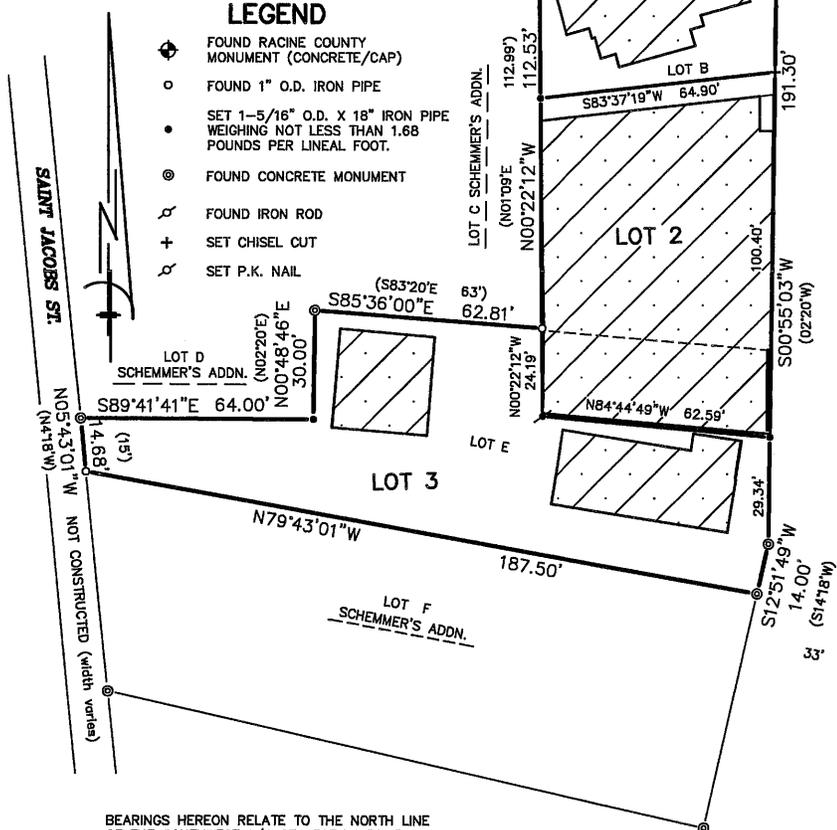
PREPARED FOR: THOMAS R. AND MARJORIE C. VOS  
124 KINGS COURT  
BURLINGTON, WI 53105

PREPARED BY: B.W. SURVEYING, INC.  
412 N. PINE STREET  
BURLINGTON, WI 53105  
(262)-767-0225  
JOB NO. 9646-2-CSM

MILWAUKEE AVENUE

SCHEMMER STREET

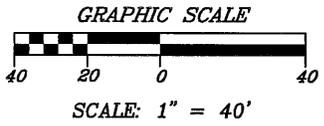
SAINT JACOBS ST.



**LEGEND**

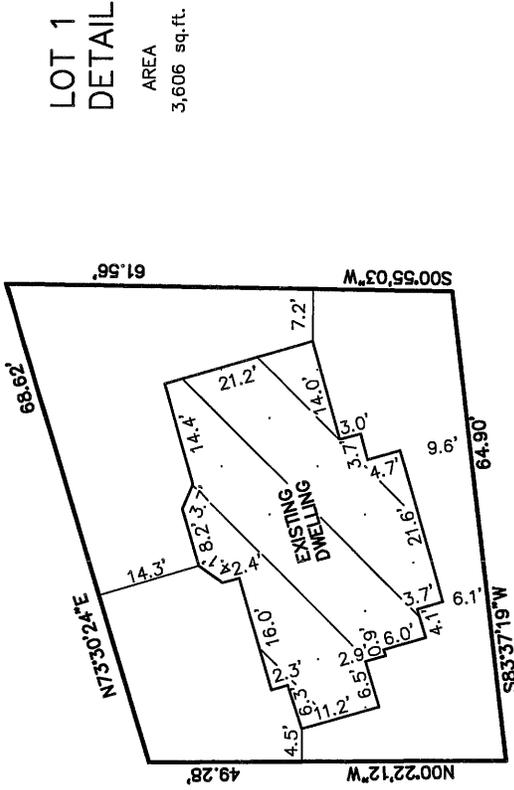
- ⊕ FOUND RACINE COUNTY MONUMENT (CONCRETE/CAP)
- FOUND 1" O.D. IRON PIPE
- SET 1-5/16" O.D. X 18" IRON PIPE WEIGHING NOT LESS THAN 1.68 POUNDS PER LINEAL FOOT.
- ⊙ FOUND CONCRETE MONUMENT
- ⊘ FOUND IRON ROD
- + SET CHISEL CUT
- ⊘ SET P.K. NAIL

BEARINGS HEREON RELATE TO THE NORTH LINE OF THE SOUTHWEST 1/4 OF SECTION 32-3-19, ASSUMED BEARING NORTH 88°43'52" EAST.

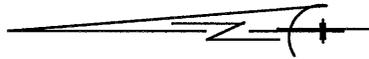


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LOT 1  
DETAIL  
AREA  
3,606 sq.ft.



SCALE 1" = 20'

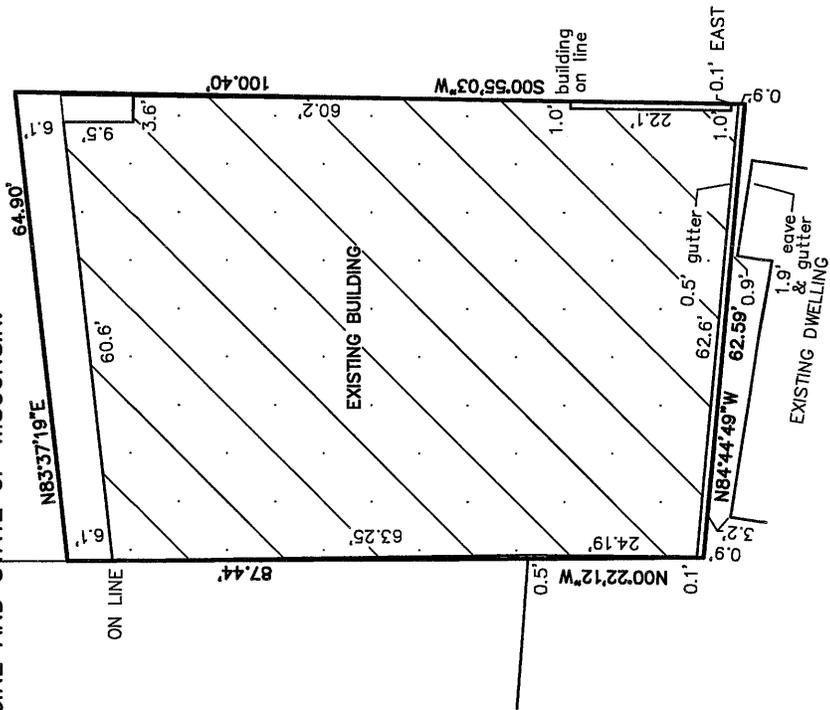


SHEET 3 OF 6

ROBERT J. WEITZEL S-1778  
JUNE 27, 2019

CERTIFIED SURVEY MAP NO. \_\_\_\_\_

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LOT 2  
DETAIL

AREA  
5,954 sq. ft.

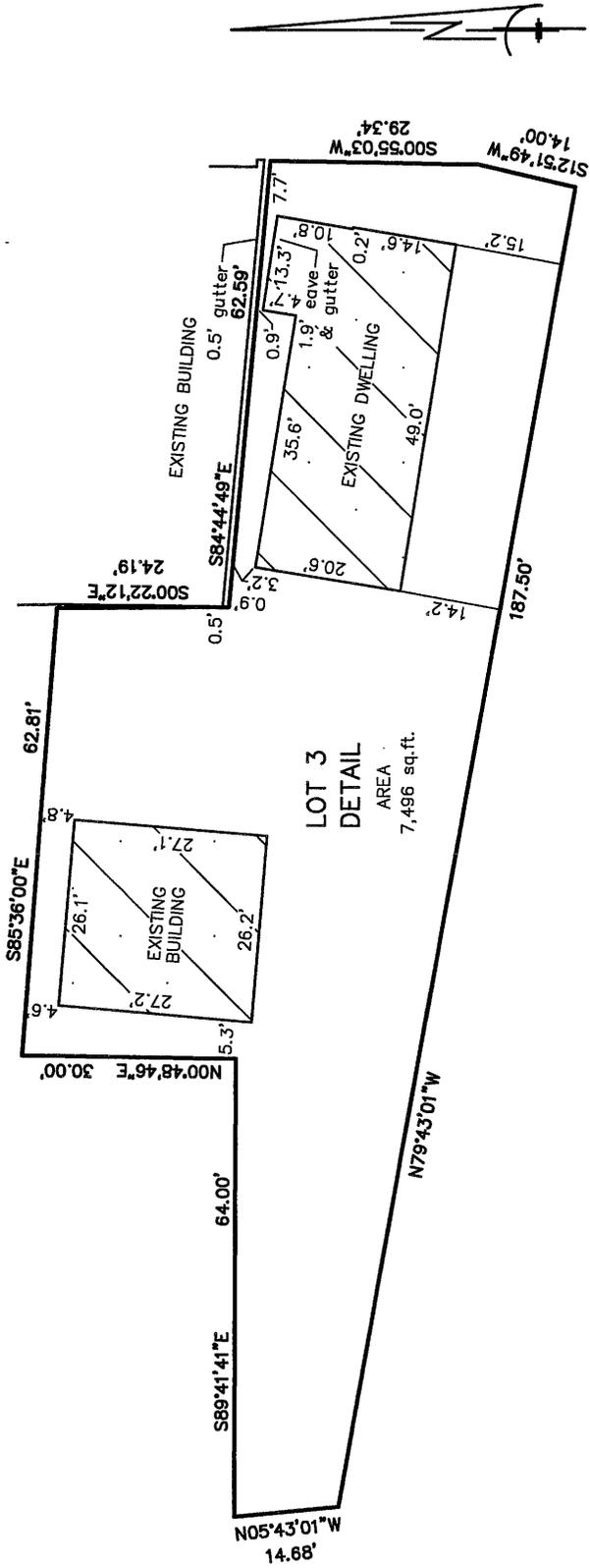
SHEET 4 OF 6



ROBERT J. WEITZEL  
JUNE 27, 2019  
S-1778

**CERTIFIED SURVEY MAP NO. \_\_\_\_\_**

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ROBERT J. WEITZEL S-1778  
JUNE 27, 2019

SHEET 5 OF 6

**CERTIFIED SURVEY MAP NO. \_\_\_\_\_.**

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**OWNER'S CERTIFICATE:**

WE, THOMAS R. VOS, MARJORIE C. VOS AND KEVIN S. BIRD, AS OWNERS HEREBY CERTIFY THAT WE CAUSED THE LAND DESCRIBED ON THIS PLAT TO BE SURVEYED, DIVIDED, AND MAPPED AS REPRESENTED HEREON.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

\_\_\_\_\_  
THOMAS R. VOS

\_\_\_\_\_  
MARJORIE C. VOS

\_\_\_\_\_  
KEVIN S. BIRD

**STATE OF WISCONSIN)  
COUNTY OF RACINE) ss**

PERSONALLY CAME BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019, THE ABOVE NAMED THOMAS R. AND MARJORIE C. VOS, TO ME KNOWN TO BE THE PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGE THE SAME.

\_\_\_\_\_  
NOTARY PUBLIC  
COUNTY OF RACINE, STATE OF WISCONSIN  
MY COMMISSION EXPIRES:

**STATE OF WISCONSIN)  
COUNTY OF RACINE) ss**

PERSONALLY CAME BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019, THE ABOVE NAMED KEVIN S. BIRD, TO ME KNOWN TO BE THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGE THE SAME.

\_\_\_\_\_  
NOTARY PUBLIC  
COUNTY OF RACINE, STATE OF WISCONSIN  
MY COMMISSION EXPIRES:

**CITY OF BURLINGTON COMMON COUNCIL APPROVAL:**

THIS CERTIFIED SURVEY MAP IS HEREBY APPROVED BY THE CITY OF BURLINGTON COMMON COUNCIL ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

\_\_\_\_\_  
JEANNIE HEFTY

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
DIAHNN HALBACH

\_\_\_\_\_  
CITY CLERK

DATED THIS 27TH DAY OF JUNE, 2019.

\_\_\_\_\_  
ROBERT J. WETZEL

\_\_\_\_\_  
S-1778

SHEET 6 OF 6

CERTIFIED SURVEY MAP NO. \_\_\_\_\_

BEING A DIVISION OF LOTS B AND E OF SCHEMMER'S ADDITION AS RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS IN AND FOR RACINE COUNTY, WISCONSIN AND BEING LOCATED IN PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 3 NORTH, RANGE 19 EAST OF THE FOURTH PRINCIPAL MERIDIAN, CITY OF BURLINGTON, COUNTY OF RACINE AND STATE OF WISCONSIN.

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2641.63'  
N88°43'52"E  
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857.24'

WEST 1/4 CORNER SECTION 32-3-19  
N. 251,109.23  
E. 2,460,753.09

1784.39' CENTER SECTION 32-3-19  
N. 251,187.74  
E. 2,463,396.56

**ZONED: B-2**  
PRINCIPAL STRUCTURE SETBACKS  
STREET YARD = NO MINIMUM  
REAR YARD = NO MINIMUM  
SIDE YARD = NO MINIMUM

PREPARED FOR: THOMAS R. AND MARJORIE C. VOS  
124 KINGS COURT  
BURLINGTON, WI 53105

PREPARED BY: B.W. SURVEYING, INC.  
412 N. PINE STREET  
BURLINGTON, WI 53105  
(262)-767-0225  
JOB NO. 9548-CSM

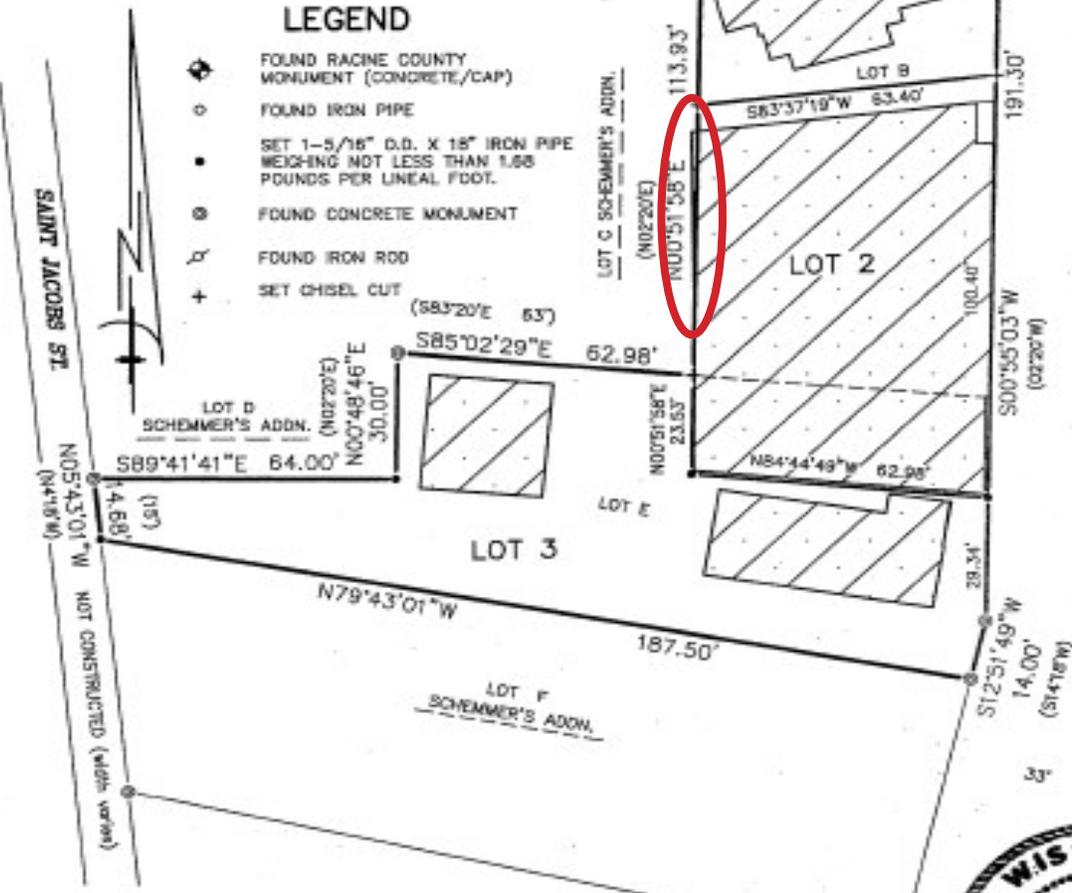
**MILWAUKEE AVENUE**

**STREET**  
**SCHEMMER**

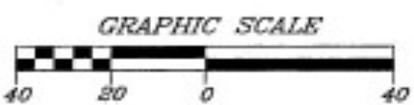
**SAINTE JACOBS ST.**

**LEGEND**

- ◆ FOUND RACINE COUNTY MONUMENT (CONCRETE/CAP)
- FOUND IRON PIPE
- SET 1-5/16" O.D. X 18" IRON PIPE WEIGHING NOT LESS THAN 1.68 POUNDS PER LINEAL FOOT.
- ⊙ FOUND CONCRETE MONUMENT
- ⚡ FOUND IRON ROD
- + SET CHISEL CUT



BEARINGS HEREON RELATE TO THE NORTH LINE OF THE SOUTHWEST 1/4 OF SECTION 32-3-19, ASSUMED BEARING NORTH 88°43'52" EAST.



SCALE: 1" = 40'



*Robert J. Wetzel*  
ROBERT J. WETZEL S-1778  
JULY 23, 2018 REV.: JAN. 9, 2019



**DATE:** July 16, 2019

**SUBJECT:** RESOLUTION 4964(17) - To accept the dedication of land for public right-of-way purposes for property located at 340 Dale Drive.

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

**BACKGROUND/HISTORY:**

The City's public right of way for Dale Drive ends short of a paved turn-around that is located on private property. The turn-around, located on property owned by Dale and Nancy Ketterhagen at 340 Dale Drive, has the appearance of a public road and functionally motorists have used it as such. Trash collection, mail/package delivery, and other vehicles use this turn around when providing services to the residents of the 300 block of Dale Drive. Provision of these services would be more difficult and require backing of large trucks, if the turn around was not available. Pavement conditions on the turn-around have deteriorated and failed in multiple locations. The owners of the property have reached out to the City and offered to deed the turn-around to the City in exchange for the City performing maintenance on the roadway.

This item was discussed during the resurfacing of Dale Drive in 2014. An agreement was unable to be completed in time to include the turn-around in the paving project at that time. The Ketterhagens have made minor temporary repairs to the pavement since that time.

**BUDGET/FISCAL IMPACT:**

There is no direct cost to the City to acquire this right of way.

The portion of the 2019 road improvement program attributed to this project is \$22,826. This project is funded through borrowing along with the rest of the 2019 road improvement program.

**RECOMMENDATION:**

Staff recommends the Council approve the resolution to accept the dedication of land at the western end of Dale Dr.

**TIMING/IMPLEMENTATION:**

This item is presented for discussion at the July 16, 2019 Committee of the Whole meeting and is also scheduled for final consideration at the same night Common Council meeting. Expedited approval is requested to avoid delay of the 2019 road program.

**Attachments**

RES 4964(17) Ketterhagen Quit Claim  
Quit Claim Deed - Dale Dr

**RESOLUTION NO. 4964(17)**  
**Introduced by: Committee of the Whole**

**A RESOLUTION TO ACCEPT THE DEDICATION OF LAND FOR PUBLIC RIGHT OF WAY  
PURPOSES**

**WHEREAS**, Ketterhagen Living Trust Dale M. and Nancy is currently under ownership of the following deeded parcel of land; 206-02-19-05-015-000 as referenced on Exhibit A attached to this resolution,

**WHEREAS**, Dale and Nancy Ketterhagen have petitioned the City of Burlington to accept dedication of said lands as public right of way for street improvements, utility improvements and maintenance. The Parcel 206-02-19-05-015-000 is at the West terminus of Dale Drive.

**WHEREAS**, it has been determined by the City of Burlington said described area shall be dedicated to the Public for Public Road and utility Purposes and all the Parcel as described shall be dedicated to the Public for Road and utility Purposes, at the West terminus of Dale Drive

**NOW, THEREFORE, BE IT RESOLVED** that the City of Burlington accepts the Quit Claim Deed of the said land described above and attached to this Resolution as Exhibit A and furthermore authorizes the Common Council to execute the appropriate documents involved in this matter.

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

Introduced: July 16, 2019  
Adopted: July 16, 2019

\_\_\_\_\_  
Jeannie Hefty, Mayor

Attested:

\_\_\_\_\_  
Diahn Halbach, City Clerk

State Bar of Wisconsin Form 3-2003  
**QUIT CLAIM DEED**

Document Number

Document Name

**THIS DEED**, made between Ketterhagen Living Trust  
Dale M. and Nancy  
 \_\_\_\_\_ ("Grantor," whether one or more),  
 and City of Burlington  
 \_\_\_\_\_ ("Grantee," whether one or more).

Grantor quit claims to Grantee the following described real estate, together with the rents, profits, fixtures and other appurtenant interests, in RACINE County, State of Wisconsin ("Property") (if more space is needed, please attach addendum):

Part of SE 1/4 of the NE 1/4 of Section 5, Township 2 North, Range 19 East, City of Burlington, Racine County, Wisconsin, more particularly described as: Beginning at the northwest corner of Lot 6, Block 3, Beverly-Jo Estates First addition subdivision; thence, South 89'37'50" West along a westerly extension of the south line of Dale Drive, 46.65 feet; thence, North 0'22'10" West, 66.00 feet to the Westerly extension of the North line of Dale Drive; thence, North 89'37'50" East along said North Line, 59.43 feet to the southwest corner of Lot 23, Block 2, of said subdivision; thence, South 10'35'27" West, along the west line of said subdivision, 67.23 feet to the point of the beginning. Said parcels contains, 0.080 acres, more or less.

Recording Area

Name and Return Address

206-02-19-05-015-000

Parcel Identification Number (PIN)

This is not homestead property.  
 (is) (is not)

Dated 7/1/19

Dale M. Ketterhagen (SEAL)  
 \* Dale M. Ketterhagen

Nancy Ketterhagen (SEAL)  
 \* Nancy Ketterhagen

\_\_\_\_\_  
 \* (SEAL)

\_\_\_\_\_  
 \* (SEAL)

**AUTHENTICATION**

Signature(s) \_\_\_\_\_  
 authenticated on \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF WISCONSIN )  
 ) ss.  
 \_\_\_\_\_ COUNTY )

\*  
 TITLE: MEMBER STATE BAR OF WISCONSIN  
 (If not, \_\_\_\_\_  
 authorized by Wis. Stat. § 706.06)

Personally came before me on \_\_\_\_\_,  
 the above-named Dale M. Ketterhagen and  
Nancy Ketterhagen  
 to me known to be the person(s) who executed the foregoing  
 instrument and acknowledged the same.

THIS INSTRUMENT DRAFTED BY:  
 \_\_\_\_\_  
 \_\_\_\_\_

\*  
 Notary Public, State of Wisconsin  
 My Commission (is permanent) (expires: \_\_\_\_\_)

(Signatures may be authenticated or acknowledged. Both are not necessary.)

AN: 3260030900

PARTIAL RELEASE OF  
MORTGAGE

WHEREAS, On June 06, 2016, Dale M Ketterhagen And Nancy Ketterhagen Husband and Wife, as trustees of the Dale M Ketterhagen and Nancy Ketterhagen Living Trust dated April 7, 2010, duly executed a mortgage to Associated Bank, N.A. to secure the payment of the sum of \$215,000.00, which said mortgage was on June 10, 2016, duly recorded in the office of the Register of Deeds, in and for Racine County, in the State of Wisconsin, of Records, Document No. 2436708, and which said mortgage covered, with other property, the premises hereinafter described; and whereas Associated Bank, N.A. the present owner and holder of said mortgage has been requested to release from the lien of said mortgage, the property hereinafter described;

NOW, therefore, in consideration of \$1,412.80, to it paid by borrower the said Associated Bank, N.A. hereby releases from lien and the operation of said mortgage the following portion of said mortgage premises, to-wit: that certain parcel of land lying and being in the County of Racine, and State of Wisconsin, known and described as follows, viz:

See attached Exhibit A for the legal description, and a diagram of the real property affected by this Release. This Release is being given to allow the Trust to dedicate the released property to the City of Burlington, Wisconsin, for roadway purposes.

The said Associated Bank, N.A. retains its lien upon the balance of the premises (not heretofore released) described in said mortgage to secure the principal sum unpaid, to-wit: \$191,055.89, with all interest on the same remaining unpaid, according to the terms and conditions of said mortgage.

In Witness Whereof, the said Nancy Suchon, VP, Default Services Manager, at Stevens Point, Wisconsin and its corporate seal to be hereunto affixed, on June 26, 2019.

Return to:  
ASSOCIATED BANK, N.A.  
ASSET RECOVERY MS 7712  
1305 MAIN ST  
STEVENS POINT, WI 54481  
  
PART OF TAX KEY: 206-02-19-05-015-000

SIGNED AND SEALED IN PRESENCE OF

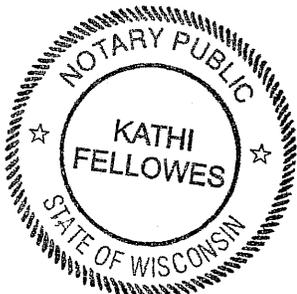
ASSOCIATED BANK, N.A.  
CORPORATE NAME

*Nancy Suchon*  
Nancy Suchon, VP, Default Services Manager, As  
Authorized Agent

STATE OF WISCONSIN  
PORTAGE COUNTY

PERSONALLY, came before me, this June 26, 2019, Nancy Suchon, VP, Default Services Manager, authorized agent for Associated Bank, N.A. to me known to be the person who executed the foregoing instrument, and to me known to be such VP, Default Services Manager, and acknowledge that she executed the foregoing instrument as such authorized agent, by its authority.

THIS INSTRUMENT DRAFTED BY  
ASSET RECOVERY DEPARTMENT  
Nathan Schnell



*Kathi Fellowes*  
Kathi Fellowes  
Notary Public, State of Wisconsin  
My Commission Exp: 4/14/2023

# EXHIBIT A

## RIGHT OF WAY DEDICATION AND DESCRIPTION

**AREA TO DEDICATE TO PUBLIC ROADWAY**

Part of the SE 1/4 of the NE 1/4 of Section 5, Township 2 North, Range 19 East, City of Burlington, Racine County, Wisconsin, more particularly described as:

Beginning at the northwest corner of Lot 6, Block 3, Beverly-Jo Estates First Addition subdivision; thence, South 89°37'50" West along a westerly extension of the south line of Dale Drive, 46.65 feet; thence, North 0°22'10" West, 66.00 feet to the westerly extension of the north line of Dale Drive; thence, North 89°37'50" East along said north line, 59.43 feet to the southwest corner of Lot 23, Block 2, of said subdivision; thence, South 10°35'27" West, along the west line of said subdivision, 67.23 feet to the point of beginning.

Said parcels contains, 0.080 acres, more or less.

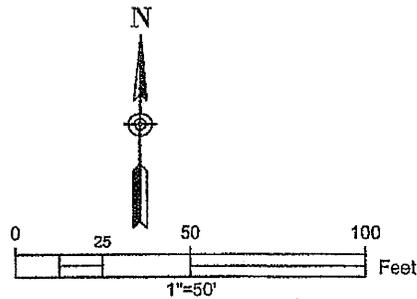
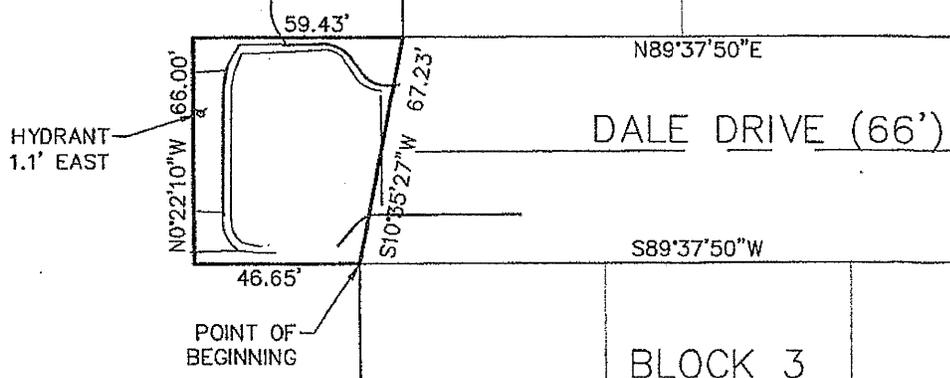
BEVERLY-JO ESTATES  
FIRST ADDITION

23

22

21

BLOCK 2



BLOCK 3

6

5

4

NOTE: BEARINGS BASED UPON THE WISCONSIN COUNTY COORDINATE SYSTEM (RACINE COUNTY).



KETTERHAGEN TRUST  
340 DALE DRIVE  
BURLINGTON, WI 53105  
TAX ID 206-02-19-05-015-000

DRAWN BY:	CLS
CHECKED:	GRS
APPROVED:	GRS

REVISIONS:	DATE: 4/09/2019
	SCALE: 1" = 50'
	SHEET NUMBER:
	1 of 1

D:\RACINE\_CO\BURLINGTON\_CITY\GOV\190065\_2019\_BURLINGTON\_STREET\_PROGRAM\SURVEY\EXHIBITS\DWG\DALEDRIVE\_RDV-EXHIBIT.DWG



**COMMITTEE OF THE WHOLE**

**ITEM NUMBER 6A**

**DATE:** July 16, 2019

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

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

**BACKGROUND/HISTORY:**

The City of Burlington has adopted and incorporated into its Municipal Code, Wisconsin State Statute Chapter 125, Alcohol Beverages, and therefore must amend our code in order to stay current with any State changes. A retailer with a "Class B" liquor license was limited to selling no more than four liters of hard alcohol to a single customer in any one transaction. There is no limit on beer or wine sales. On June 24, 2019, Governor Evers signed into law a bill that removes this 4 liter limit, allowing unlimited quantities to be sold in a single transaction.

Chapter 187-7(E) of the City of Burlington Municipal Code currently states and proposes to be amended as follows:

**E.** Retail "Class B" liquor license. A retail "Class B" liquor license shall permit its holder to sell liquor in original packages or containers in multiples ~~not to exceed four liters at any one time~~ **in any quantity** to be consumed off the licensed premises. Wine may be sold in original packages or otherwise in any quantity to be consumed off the premises. See § 125.51(3), Wis. Stats.

Most retail stores, which are usually grocery stores, convenience stores, and gas stations, have a "Class A" license, which does not allow for on-site consumption of alcohol except for very small samples; however, they have no limits on how much hard alcohol can be sold at a time. A "Class B" license, which is usually issued to bars and restaurants, allows for consumption for both on and off-site premise, but limits the quantity of hard liquor that can be sold. Some liquor and grocery stores, such as Gooseberries Fresh Food Market, now hold a "Class B" license, and have been impacted by this 4 liter limit restriction. It has also made it inconvenient for the consumer.

**BUDGET/FISCAL IMPACT:**

There is no budget/fiscal impact.

**RECOMMENDATION:**

Staff recommends approval of this text amendment as it is merely a housekeeping item.

**TIMING/IMPLEMENTATION:**

This item is for discussion at the July 16, 2019 Committee of the Whole meeting and due to timing with State compliancy, is scheduled for final consideration at the same evening Common Council meeting.

**Attachments**

ORD 2050(16) Text Amendment to remove 4 liter liquor limit

**Ordinance Number:  
Introduced by the Committee of the Whole**

**AN ORDINANCE TO AMEND SECTION 187-7(E), CLASSES OF LICENSES AND FEES.**

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

**Section 1.** Section 187-7(E), Classes of licenses and fees, is hereby amended to eliminate the limit on hard alcohol sales at retail stores holding a "Class B" liquor license.

- E.** Retail "Class B" liquor license. A retail "Class B" liquor license shall permit its holder to sell liquor in original packages or containers in multiples in any quantity to be consumed off the licensed premises. Wine may be sold in original packages or otherwise in any quantity to be consumed off the premises. See § 125.51(3), Wis. Stats.

**Section 2.** This ordinance shall take effect and be in full force after its passage and publication as required by law.

Introduced: July 16, 2019

Adopted:

\_\_\_\_\_  
Jeannie Hefty, Mayor

Attest:

\_\_\_\_\_  
Diahn Halbach, City Clerk



**COMMITTEE OF THE WHOLE**

**ITEM NUMBER 7A**

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**DATE:** July 16, 2019

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

**SUBMITTED BY:** Mark Anderson, Police Chief

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**BACKGROUND/HISTORY:**

The agreement between the City of Burlington and the Labor Association of Wisconsin, Inc. on behalf of the Burlington Police Benevolent Association Local 218 expires on December 31, 2019. City Staff and the Association have been mutually exchanging proposals for a three-year contract in April, May, and June 2019 and have reached tentative agreements. This evening staff will provide changes from the current contract.

**BUDGET/FISCAL IMPACT:**

This agreement with the Burlington Police Benevolent Association Local 218 is for three years, January 1, 2020 - December 31, 2022.

**RECOMMENDATION:**

Staff recommends approval of the agreement.

**TIMING/IMPLEMENTATION:**

This item is for discussion at the July 16, 2019 Committee of the Whole meeting and due to timing is scheduled for final consideration at the same evening Common Council meeting.

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**Attachments**

2020-2022 Labor Agreement

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***AGREEMENT***

**BETWEEN**

***CITY OF BURLINGTON***

**AND**

***THE LABOR ASSOCIATION OF WISCONSIN, INC***

**FOR AND ON BEHALF OF THE**

***BURLINGTON POLICE BENEVOLENT ASSOCIATION  
LOCAL 218***

**Effective Date: January 1, 2020**

**Expiration Date: December 31, 2022**

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1 **Article I- Recognition**

2 **Section 1.01:** This written agreement shall be entered into by and between the City of  
3 Burlington hereinafter referred to as the “Employer” and the Labor Association of Wisconsin, Inc.  
4 hereinafter referred to as the “Association,” for and on behalf of its affiliate local, the Burlington  
5 Police Benevolent Association, Local 218. The Employer recognizes the Association as the sole  
6 and exclusive bargaining agent for all regular part-time and regular full-time employees of the  
7 City of Burlington Police Department with the powers of arrest, excluding supervisory,  
8 confidential, and managerial employees. Any reference to “Employee” in this Agreement shall  
9 mean a member of the Burlington Police Benevolent Association represented by the Labor  
10 Association of Wisconsin, Inc.

11 **Article II - Duration**

12 **Section 2.01:** This Agreement shall be in effect as of January 1, 2020, and remain in full  
13 force and effect through December 31, 2022. Either party wishing to commence negotiations for  
14 a successor Agreement in the last year of the Agreement shall notify the other party in writing  
15 not later than June 1. Thereafter, the parties shall establish a date to mutually exchange  
16 proposals.

17 **Article III - Dues Deduction**

18 **Section 3.01 - Membership:** Membership in the Association is not compulsory. An  
19 employee may join the Association and maintain membership therein consistent with its  
20 constitution and by-laws. No employee will be denied membership because of race, color, creed,  
21 or sexual orientation.

22 **Section 3.02:**

23 **Section 3.03:**

24 **Section 3.04:** The Employer shall be held harmless for any actions filed against the City  
25 for complying with this Article and shall not be liable to the Association, employees, or any party  
26 by reason of the requirements of this Article for the remittance or payment of any sum other  
27 than that constituting actual fair share deductions from employees’ wages earned.

28 **Section 3.05:**

**Section 3.06:** The Employer agrees to deduct monthly dues from one paycheck of the month of employees who individually sign voluntary checkoff authorization forms supplied by the Association which shall include the following statement:

I the undersigned, hereby authorize the City to deduct Association dues from my wages each and every month and direct that such amount so deducted be sent to the Labor Association of Wisconsin, Inc. for and on my behalf. The authorization shall be irrevocable and shall automatically renew itself for successive years unless I give thirty (30) days written notice to the City and the Association of my desire to change the amount or revoke the dues deduction at the end of such thirty (30) day period or at the end of such year.

Name \_\_\_\_\_ Date \_\_\_\_\_  
 Witness \_\_\_\_\_ Date \_\_\_\_\_

The employer agrees to deduct the appropriate amount from each pay period of each employee requesting such deduction following receipt of the above enumerated statement and shall remit the total of such deductions to the Labor Association of Wisconsin, Inc. within ten (10) days of the date such deductions were made with a list of the names that the deductions have been deducted from.

**Article IV - Wages**

Section 4.01 – Wages: The wages for all employees covered by this Agreement shall be as follows:

		Effective 1/1/2020 (2.5%)		Effective 1/1/2021 (2.5%)	
Classification		Hourly	Annual	Hourly	Annual
Patrol Officer Recruit	Start	\$27.32	\$54,530.72	\$28.00	\$55,888.00
Patrol Officer Third Class	6 Mo Step	\$31.00	\$61,876.00	\$31.78	\$63,432.88
Patrol Officer Second Class	2-year step	\$31.83	\$63,532.68	\$32.63	\$65,129.48
Patrol Officer First Class	3-year step	\$34.12	\$68,103.52	\$34.97	\$69,800.12
	5-year step	\$34.81	\$69,480.76	\$35.68	\$71,217.28
Part-time Officers		\$22.89		\$23.46	
Investigator		\$35.50	\$70,858.00	\$36.39	\$72,634.44

		<b>Effective 1/1/2022 (2.5%)</b>	
<b>Classification</b>		<b>Hourly</b>	<b>Annual</b>
Patrol Officer Recruit	Start	\$28.70	\$57,285.20
Patrol Officer Third Class	6 Mo Step	\$32.57	\$65,009.72
Patrol Officer Second Class	2-year step	\$33.44	\$66,746.24
Patrol Officer First Class	3-year step	\$35.85	\$71,556.60
	5-year step	\$36.57	\$72,993.72
Part-time Officers		\$24.05	
Investigator		\$37.30	\$74,450.80

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The SRO wage rate will be the same hourly wage as the investigator rate of pay only during hours worked by the SRO during the school term.

**Section 4.02:** Employees shall receive one half hour of compensatory time off for performing the duties of an Instructor/Trainer for the entire assigned time of a training session and/or serving as a Field Training Officer for an entire shift.

**Article V - Hours of Work**

**Section 5.01 - Hours:** The parties agree to implement a schedule change on a trial basis beginning January 1, 2020 and ending on December 31, 2020, unless the parties agree to continue the 8.75-hour (1,996 hours per year) schedule beyond December 31, 2020. The parties agree to meet on or about October 31, 2020, to determine if both parties wish to extend the 8.75-hour schedule past December 31, 2020. If either party wishes to terminate the 8.75-hour schedule, the schedule will revert back to the 8.25-hour (2,008 hours per year) schedule. If a schedule is needed in 2020, there shall be a required sixty (60) day written notice on when the change shall become effective. The normally scheduled shift for all members of the Association shall be five (5) consecutive working days followed by three (3) consecutive off days and then repeating the cycle. The normal workday shall consist of eight and three-quarter (8.75) consecutive hours. The normally scheduled shift for the Investigator shall be five (5) consecutive working days followed by two (2) consecutive off days followed by two (2) consecutive and then repeating the cycle Monday through Friday. The normal workday shall consist of eight (8) consecutive hours. The Investigator shall receive compensatory time off to keep his overall yearly

1 hours at the same amount as the patrol officers, which is currently one thousand nine hundred  
2 and ninety-six (1,996)hours per year.

3 **Section 5.02 - Shifts:** Effective the first date of the Agreement, and each January 1st  
4 thereafter, each patrol officer shall be assigned to one of the following regular shifts on a steady  
5 basis:

- 6 A. First Shift 5:30 a.m. to 2:15 p.m.
- 7 B. Second Shift 1:30 p.m. to 10:15 p.m.
- 8 C. Third Shift 9:30 p.m. to 6:15 a.m.
- 9 D. Fourth Shift 7:00 p.m. to 3:45 a.m.
- 10 E. Investigator 11:00 a.m. to 7:00 p.m., however the Chief of Police, or his  
11 designee, may alter these hours based on the needs of the  
12 Department as it relates to investigatory needs.
- 13 F. Swing shifts 7:00 p.m. to 3:45 a.m.  
14 1:30 p.m. to 10:15 p.m.  
15 Three (3) days on 4th shift followed by two (2) days on 2nd  
16 shift followed by three (3) days off, and repeating.

17 **Section 5.03:** Each Patrol Officer shall be assigned to one of the above regular shifts with  
18 the officers having the right of choosing their shift on the basis of seniority.

19 **Section 5.04:** For purposes of application to other provisions of this Agreement, an  
20 employee’s regular hourly rate of pay shall be understood to mean that figure arrived at by  
21 dividing the total of his annual wages, as set forth in Article IV - Wages, and any longevity  
22 increment paid to him pursuant to Article VI - Longevity below, by one thousand nine hundred  
23 ninety-six (1,996) hours.

24 **Section 5.05:** The Department shall be allowed to temporarily transfer officers to  
25 different work shifts as needed to provide proper protection of citizens.

26 **Section 5.06:** Each employee of the department covered by this Agreement who is  
27 scheduled to attend departmental in-house training or departmental in-house meetings shall be  
28 paid for straight time for the initial two (2) hours of such time scheduled in any one (1) calendar  
29 month provided that the provisions of this Section shall not require an employee to work more

1 than eighty-seven and one-half (87.5) hours in any sixteen (16) day work period without overtime  
2 compensation at time and one-half (1-1/2x) his/her hourly rate of pay. The two (2) hour straight  
3 time provision shall not accumulate from one month to the next, and if the Department does not  
4 schedule the aforementioned training/meetings in a given month, the employee shall be forgiven  
5 the two (2) hour straight time requirement for that month.

6 **Article VI - Longevity**

7 **Section 6.01:** The following longevity increments shall be paid to an employee in addition  
8 to his wages as provided in the scale set forth above under Article IV - Wages.

- 9 A. One hundred four dollars (\$104) per year after five (5) years of service.  
10 B. Two hundred eight dollars (\$208) per year after ten (10) years of service.  
11 C. Three hundred twelve dollars (\$312) per year after fifteen (15) years of  
12 service.

13 The above amounts will not be paid in cash, but instead may be placed, tax-free, into a  
14 Section 5.01(c)9 account which may be established by the Burlington Police Benevolent  
15 Association, Local 218 for the benefit of its members, (or into the HSA account provided in  
16 Article IX of this Agreement.) **Note: Currently, the longevity payout for any persons after five  
17 (5) years of service is \$120 per year and persons receiving \$120 per year effective 1/1/03 shall  
18 be grandfathered.**

19 **Article VII– Overtime Compensation Pay**

20 **Section 7.01:** If the total of all hours worked by a Patrol Officer in carrying out the duties  
21 assigned to him exceeds eight and three-quarters (8.75) hours per day or exceeds one thousand  
22 nine hundred and ninety-six (1,996) hours per year, (excluding, however, up to two (2) hours per  
23 month for departmental in-house training or in-house departmental meetings for which full  
24 compensation is provided for above under Article V), such hours in excess of eight and three-  
25 quarters (8.75) hours per day or such hours in excess of one thousand nine hundred and ninety-  
26 six (1,996) hours per year shall be considered overtime and shall be paid for at one and one-half  
27 (1-1/2) times the Patrol Officer’s regular hourly rate of pay as defined in Article IV; providing,  
28 however, that all such additional hours which are required by the Chief of Police involving court

1 time, conferences with the City Attorney, and training and educational activities, shall be paid at  
2 one and one-half (1-1/2) time the Patrol Officer's regular hourly rate of pay as defined in Article  
3 IV.

4 Where the City orders an employee to attend training or schedules State or Federal  
5 Mandated Training with fourteen (14) calendar days' notice, the employer shall have the right to  
6 modify an employee's scheduled hours of work on a previously scheduled workday to  
7 accommodate that training. Should that training be scheduled on a regularly scheduled off day,  
8 the City, employee and Association president may mutually agree to allow that employee to take  
9 a regularly scheduled day off from the five-day groups immediately contiguous to the day on  
10 which the training has been mandated, or receive pay or compensatory time off shall apply to  
11 the exercise of that option. For non-mandatory training, the Association president, employee,  
12 and representative of the City shall discuss the appropriate rate of pay for employees attending  
13 such non-mandatory training.

14 For non-mandatory training, employees will be compensated at straight time for all travel  
15 time. For mandatory training, employees shall receive compensation at the rate of time and one-  
16 half for all travel time. All travel time compensation shall be in the form of compensatory time  
17 off

18 **Section 7.02:** For this section, all overtime required to be worked by a Patrol Officer prior  
19 to or beyond his/her regular eight and three-quarters (8.75) hour per day shift shall be by  
20 seniority upon that shift as outlined in Article XIX. The senior Patrol Officer shall have the elective  
21 availability to work the overtime or if the senior Patrol Officer doesn't wish to work the overtime,  
22 then he/she may pass his/her elective availability to the next lower Patrol Officer who shall then  
23 have the overtime or he/she may pass the overtime to the next lower person. The Department  
24 shall contact employees by seniority to fill vacant shifts. The first option is to fill the entire vacant  
25 shift. If no employee volunteers for the entire shift, the Department shall split the shift. If no  
26 employee volunteers to fill the split shifts, then the Department shall order the least senior  
27 employee to fill the entire vacant shift or the remaining open split shift. Employees on a paid day  
28 off, cannot be ordered in. Employees who volunteer to work the entire shift shall be awarded  
29 the overtime over an employee volunteering to work a split shift regardless of seniority. There

1 shall be no bumping of overtime by a more senior officer with less than three (3) hours prior to  
2 the start of the shift. Exceptions will be permitted when an officer is needed to complete a duty  
3 that he/she is directly involved in. This section shall not apply in cases of emergency. No  
4 employee shall be compelled or allowed to work more than thirteen (13) consecutive hours  
5 except by mutual agreement between the employee and the Chief or designee.

6 **Section 7.03:** Whenever an employee is called in to duty outside of his/her normally  
7 assigned shift, he/she shall be entitled to a minimum of two (2) hours at time and one-half (1/2)  
8 even though a lesser amount of time is actually worked. Provided, however, this two (2) hours  
9 minimum shall not apply to the two (2) hours worked immediately prior to the start of his/her  
10 regularly assigned shift. In this case, time and one-half (1-1/2) will be paid for the actual time  
11 worked. Furthermore, the two (2) hour minimum will not apply to any hours worked immediately  
12 contiguous to the end of the normal shift. In this case, time and one-half (1-1/2) will be paid for  
13 all actual time worked.

14 **Section 7.04:** Whenever an employee is required to work overtime on a Sunday, he/she  
15 shall be entitled to double time.

16 **Section 7.05:** Each Patrol Officer shall receive payment for all overtime hours worked in  
17 connection with his/her paycheck on the next successive paycheck following the overtime  
18 worked.

19 **Section 7.06:** In the event a Patrol Officer desires to take a casual day as set forth in  
20 Article XI as a compensation day or otherwise earned and available to him/her on any other basis,  
21 he/she shall first give at least fifteen (15) days' notice to the department head of such request  
22 before the requested day. The Department shall have seven (7) days thereafter to select and  
23 give notice to another Patrol Officer that he/she must work the duty of the Patrol Officer taking  
24 compensation time. There shall be no overtime payment for the replacement officer unless he  
25 exceeds eight and three-quarter (8.75) hours duty time per calendar day, and in that event,  
26 he/she shall be paid time and one-half (1-1/2) for time which exceeds eight and three-quarter  
27 (8.75) hours per calendar day.

28 **Section 7.07:** There shall not be more than one Patrol Officer permitted a compensation  
29 day per day pursuant to this Article or pursuant to a requested casual day under Article XI; and

1 in the event more than one Patrol Officer shall request a compensation day per day, the most  
2 senior Patrol Officer shall receive preference and any further Patrol Officer permitted a  
3 compensation day shall be to suit the convenience and efficiency of the Department; however,  
4 such additional compensation days shall not be unreasonably denied by the Department.

5 **Section 7.08:** In the absence of the regularly assigned Shift Commander, the officer  
6 assigned as “Acting Shift Commander” for a period of one (1) hour or more, shall be compensated  
7 at a rate of pay equal to that of a Police Sergeant. Such compensation shall be paid each pay day,  
8 and shall reflect the differential between his regular pay and the pay which he received in the  
9 higher grade of rank. When an officer is temporarily assigned for one (1) regularly scheduled  
10 work week, or more, as an Investigator, other than for training purposes, that officer shall be  
11 compensated at the regular rate of pay received by an Investigator.

12 **Article VIII - Pay Days**

13 **Section 8.01:** Employees shall be paid bi-weekly. If any such regular payday hereunder  
14 falls on a holiday, employees shall receive their paychecks on the day before such holiday.

15 **Article IX- Insurance**

16 **Section 9.01:** For eligible full-time employees, the City may offer the following insurance:

17 A. Hospital and surgical care insurance, dental insurance, and vision  
18 insurance covering such employees and their dependents as described in the documents on file  
19 with the City Administrator’s Office.

20 Effective as of January 1, 2020, the City shall contribute eighty-eight-point four percent  
21 (88.4%) of the monthly premium rate for family and single coverage under Plan C. The employee’s  
22 contributions to Plan C shall be the remaining eleven-point six percent (11.6%). Effective as of  
23 January 1, 2021, the City shall contribute eighty-eight percent (88.0%) of the monthly premium  
24 rate for family and single coverage under Plan C. The employee’s contributions to Plan C shall be  
25 the remaining twelve percent (12.0%).

26 Effective as of January 1, 2020, the City will pay ninety-two percent (92%) of the premium  
27 for an HSA plan. The employee’s contributions shall be the remaining eight percent (8%).  
28 Effective as of January 1, 2021, the City will pay ninety percent (90%) of the premium for an HSA

1 plan. The employee's contributions shall be the remaining ten percent (10%). Effective as of  
2 January 1, 2022, the City will pay eighty-eight percent (88%) of the premium for an HSA plan. The  
3 employee's contributions shall be the remaining twelve percent (12%).

4 The employer agrees to pay up to the following contributions toward the monthly dental  
5 insurance premium for the family, limited family and single plans.

6	Family Plan:	\$81.89 per month
7	Limited Family Plan	\$51.13 per month
8	Single Plan:	\$29.31 per month

9 Effective January 1, 2002, the City shall pay an amount equal to the 2001 contribution  
10 toward the monthly dental insurance premium for the family, limited family and single plans as  
11 effective January 1, 2001. In addition, the City shall pay one-half of any cost above and beyond  
12 the 2001 contribution during the Collective Bargaining Agreement between the City and the  
13 Association. The employees shall pay one-half of the remaining cost of any cost above and  
14 beyond the 2001 contribution during the Collective Bargaining Agreement between the City and  
15 the Association. However, the employee contribution will not, in any event, exceed ten percent  
16 (10%) of the overall monthly premium cost for the monthly dental insurance premium.

17 B. The Employer agrees to pay the full cost of the Vision Insurance premium,  
18 or the premium for equivalent coverage, for the single plan, not to exceed five dollars (\$5.00) per  
19 month. Employees shall also have the option to participate in the family plan; however, they  
20 shall be required to pay the difference between the single plan premium and the family plan  
21 premium, which may be done through payroll deduction.

22 C. The Employer agrees to pay the full premium for the Wisconsin Public  
23 Employer's Group Life Insurance Program for all employees in the amount equal to one thousand  
24 dollars (\$1,000.00) of insurance for each one thousand dollars (\$1,000.00) of base salary,  
25 rounded off to the next highest one thousand dollars (\$1,000.00). Employees shall also have  
26 made available to them the option of purchasing additional life insurance as well as spouse and  
27 dependent coverage at the employee's expense.

28 D. The Employer shall also procure and maintain in force during the calendar  
29 year stated above for the benefit of all employees employed in the Employer's Police

1 Department, a Police Professional Liability Insurance Policy. It is hereby expressly agreed that  
2 the city shall pay any and all deductibles provided for under said insurance policy.

3 **Section 9.02- Section 125 Plan:** Effective 1-1-98, the Employer agrees to initiate a  
4 Section 125 Plan in accordance with the Federal I.R.S. code, for employee insurance payments by  
5 payroll deduction, for those employees wishing to utilize such plan in paying their portion of the  
6 insurance premiums.

7 **Article X - Vacations**

8 **Section 10.01:** All employees shall be entitled to vacations with pay as follows:

9 Up to five (5) 8.75-hour days of vacation prorated during the employee's first year  
10 of service.

11 Five (5) days of vacation after one (1) year of service.

12 Ten (10) days of vacation after two (2) years of service.

13 Twelve (12) days of vacation after four (4) years of service.

14 Fifteen (15) days of vacation after five (5) years of service.

15 Eighteen (18) days of vacation after nine (9) years of service.

16 Twenty (20) days of vacation after ten (10) years of service.

17 Twenty-one (21) days of vacation after eighteen (18) years of service.

18 Twenty-two (22) days of vacation after twenty-one (21) years of service.

19 Twenty-three (23) days of vacation after twenty-two (22) years of service.

20 Twenty-four (24) days of vacation after twenty-three (23) years of service.

21 Twenty-five (25) days of vacation after twenty-four (24) years of service.

22 **Section 10.02:** Such vacations shall be taken whenever time is allotted for same by  
23 department head. Vacation selections shall be selected consistent with seniority based on a  
24 blended system. Investigators shall select their vacation(s) within the Investigative Bureau and  
25 such vacation selection(s) shall not impact on the Patrol Division vacation selections, or vice  
26 versa.

27 **Section 10.03:** Whenever the services of an employee are terminated by death, layoff  
28 discharge, or quit prior to his anniversary date, he or his legal representative shall be given a  
29 proportionate share of his vacation pay computed as follows: his years of employment shall be

1 computed through the following anniversary date and he would have been entitled had he  
2 continued his employment through such anniversary date, for each calendar month of service  
3 since his last anniversary date, including the last calendar month in which he has worked any  
4 portion thereof. An employee who leaves employment prior to his/her one (1) year anniversary  
5 date shall have no accrued vacation.

6 **Section 10.04:** In the event a Patrol Officer desires to change his selected and allocated  
7 vacation periods, he must provide to the department at least thirty (30) days' notice of such  
8 requested change and such change will be allowed only if: 1) it is in conformity with the rules,  
9 regulations and practices of the Police Department; and, 2) such change does not cause  
10 cancellation or removal of a vacation of a Patrol Officer already scheduled unless said change is  
11 agreed to by Patrol Officer affected.

12 **Section 10.05:** The provisions of this Article shall be administered in conformity with the  
13 departmental rules, regulations and practices of the Police Department.

14 **Article XI - Casual Day**

15 **Section 11.01:** All employees shall be entitled to one (1) casual day to be taken by a Patrol  
16 Officer, after requested to the Department and at the sole discretion of the Department. In the  
17 event a Patrol Officer does not take a casual day, it shall be paid at the rate of eight and three-  
18 quarters (8.75) straight time hours on the first pay period in December to said Patrol Officer.

19 **Article XII - Uniform Allowance**

20 **Section 12.01:** The Employer shall pay to each employee a uniform allowance as shown  
21 below in semi-annual payments in connection with their first paychecks in the months of July and  
22 December of each year: Effective 1/1/20; Sixty-two and 50/100 dollars (\$62.50) per month, not  
23 to exceed seven hundred and fifty dollars (\$750.00) per year. Effective 1/1/21; Sixty-four and  
24 58/100 dollars (\$64.58) per month, not to exceed seven hundred and seventy-five dollars  
25 (\$775.00) per year. Effective 1/1/22; Sixty-six and 67/100 dollars (\$66.77) per month, not to  
26 exceed eight hundred dollars (\$800.00) per year.



1 If an employee is required to work overtime or is called in to work on a holiday outside of  
2 the employee's regularly assigned shift, the employee shall be entitled to double time for all time  
3 worked in cash or compensatory time off, at the employee's option.

4 Holiday hours shall be defined as commencing at 12.01 a.m. and running consecutively  
5 for twenty-four (24) hours, provided however, any shift which has the majority of its hours within  
6 the twenty-four (24) hour time frame shall be considered as a holiday work shift and all hours  
7 worked on the shift will be entitled to the compensation enumerated above. None of the hours  
8 on a shift falling partially on a holiday which has the majority of the hours outside the twenty-  
9 four (24) hour time frame will be treated as holiday pay.

10 **Section 13.02:** The holidays included under this section shall be as follows; New Year's  
11 Day; Martin Luther King Jr. Birthday; Spring Holiday; Memorial Day; Fourth of July; Labor Day;  
12 Thanksgiving Day; Day after Thanksgiving; Christmas Eve Day; Christmas Day; and New Year's Eve  
13 Day.

14 **Section 13.03:** Full-time employees shall receive 87.50 hours of pay or holiday time  
15 off. Proration would apply to newly hired employees, employees on an unpaid leave of absence  
16 during the year, and employees who have left full-time employment as a law enforcement officer  
17 with the City during the year. The year for determining the number of days the employee was  
18 employed shall be based from the date the prior year's payment was made to employees. For  
19 example, an employee working from December 15, 2008 (the hypothetical payout date for 2008)  
20 through June 14, 2009 and who had 45 unpaid work days and accompanying days from an unpaid  
21 leave of absence (from March 1 through April 14) would receive pay at the following calculation:  
22  $137 \text{ days paid and accompanying days off} \div 365 \text{ days} = .375$  multiplied by  $87.50 = 32.81$   
23 hours of holiday pay. Any unused holiday time will be paid on the first paycheck in December.

#### 24 **Article XIV - Sick Leave and Funeral Leave**

25 **Section 14.01 - Sick Leave:** All full-time employees who have completed thirty (30)  
26 calendar days of service shall earn sick leave credits at the rate of one (1) 8.75-hour day per  
27 month or a total of twelve (12) days per year. The City shall loan new full-time employees up to  
28 three sick leave days upon the commencement of their employment to be used after 30 days of  
29 service. All loaned sick leave days shall be paid back to the City as those days are earned by the

1 employee during the first four months of employment or as deducted from the employee's  
2 paycheck if his or her employment ends prior to the payback period.

3 **Section 14.02:** An employee may accumulate sick leave credits until a maximum of one  
4 hundred eighty (180) days has been reached. Once an employee reaches the maximum  
5 accumulation of 180 days, every additional day earned shall result in an employee receiving one  
6 (1) additional hour into his/her compensatory time account. A day of sick leave shall have a value,  
7 when used for absences occasioned by bona fide illness, injury or funeral travel leave, of eight  
8 and three-quarter (8.75) hours per day at the employee's then regular hourly rate of pay, usable  
9 for any day on which the employee was regularly assigned to duty or on such days to which he  
10 would have been regularly assigned to duty, but for his continued absence.

11 **Section 14.03:** Sick leave credits may be drawn upon by an employee for the purposes  
12 indicated only to the extent of his/her accumulated sick leave credits, and the Employer's  
13 responsibility to an employee hereunder shall be limited to the extent of such an employee's  
14 accumulated sick leave credits. Employees using more than six (6) sick leave days in a twelve (12)  
15 month period may be required to submit a doctor's excuse as verification of sick leave.

16 **Section 14.04:** Effective January 1, 2020, for all employees hired on or before December  
17 31, 2019, in the event an employee shall die or retire as defined by WRS eligibility, while in the  
18 employment of the Employer, and shall have accumulated sick leave credits at that time, the  
19 Employer shall pay to the employee or the employee's estate, a sum equal to the credits earned  
20 times seventy-five dollars (\$75.00) per credit.

21 For employees hired on or after January 1, 2020, in the event an employee shall die or  
22 retire as defined by WRS eligibility while in the employment of the Employer, and shall have  
23 accumulated sick leave credits at that time, the Employer shall pay to the employee or the  
24 employee's estate, the following:

- 25 • After Fifteen (15) years of continuous service as a full-time City employee:  
26 Seventy-five dollars (\$75.00) per credit;
- 27 • After Ten (10) years of continuous service as a full-time City employee:  
28 Fifty (\$50.00) dollars per sick leave credit;
- 29 • After Five (5) of continuous service as a full-time City employee:

1                   Twenty-five (\$25.00) dollars per sick leave credit.

2 Retirement benefits for all employees cease upon eligibility for Medicare benefits.

3                   **Section 14.05 - Funeral Leave:** Each full-time employee shall receive not more than three  
4 (3) days of eight and three quarter (8.75)hours per day at the employee’s regular rate of pay in  
5 case of death in the employee’s immediate family. The immediate family is defined as spouse,  
6 parent, step-parent, siblings, step-siblings, son-in-law, daughter-in-law, children, step-children,  
7 grandparents, spouse’s parents, spouse’s grandparents, spouse’s brothers and sisters, or  
8 grandchildren.

9                   **Section 14.06:** The Employer will also grant to each employee pay for lost time for not  
10 more than an additional three (3) days travel time at eight and three quarter (8.75)hours per day  
11 at the employee’s regular hourly rate of pay in the event the death of any of the foregoing  
12 members of their immediate family occurs outside of Racine, Kenosha, Walworth, Milwaukee  
13 and Waukesha counties; any such payment to the employee shall, however, be dependent upon  
14 the employee having accumulated sick leave credits against which such payment may be  
15 charged; in the event the employee then has no such sick leave credits, the Employer shall be  
16 under no obligation to make such payment; and in the event the employee has insufficient sick  
17 leave credits, the Employer’s obligation hereunder shall be limited to the extent of such  
18 employee’s chargeable accumulated sick leave credit.

19                   **Section 14.07 - Job Related Illness or Injury:** In the event that an employee incurs a  
20 compensable job connected illness or injury occasioning continuing total disability, the Employer  
21 shall pay to such employee for a period of not more than eight (8) months during such continuing  
22 disability, and while such employee is receiving worker’s compensation benefits in connection  
23 with the same, and amount equal to the difference between said weekly benefits and such  
24 employee’s regular weekly wages based on a one thousand nine hundred ninety-nine (1,996)  
25 hour work year. And in the event such disability arising from such job connected illness or injury  
26 shall continue compensable after the end of such eight (8) month period, the Employer shall  
27 continue to make up such difference by such payments to him, providing however, that any such  
28 continued payments shall be dependent upon the employee then having accumulated sick leave  
29 credits against which such continued payments may be charged; in the event the employee then

1 has no such sick leave credits or exhausts the same, the Employer shall be under no obligation to  
2 make such continued payments.

3 **Article XV - Contributions to the Wisconsin Retirement System**

4 **Section 15.01:** All employees participating in and covered by the Wisconsin Retirement  
5 System shall continue to make the contributions to such fund required of them pursuant to the  
6 applicable Wisconsin Statute, subject only to the following.

7 **Section 15.02:** An eligible employee initially employed after July 1, 2011, shall pay the  
8 full amount of the employee's contribution as required by the Wisconsin Retirement System.  
9 Effective January 1, 2013, eligible employees initially employed prior to July 1, 2011 shall  
10 contribute the employee's contribution as follows:

11 July 1, 2016: 7.0%

12 **Article XVI- Court Appearance and Conferences**

13 **Section 16.01:** Court appearances by employees in civil and/or criminal cases arising from  
14 the performance of assigned duties shall be considered as duty time and such time shall be paid  
15 for in accordance with the provisions of this article. In the event an employee is required to make  
16 such an appearance at a time when he is not regularly scheduled for duty, he shall be paid for all  
17 such time spent but in any event not less than two (2) hours in connection with any such  
18 appearance, unless such time so spent is consecutively prior or subsequent to his regular  
19 schedule of hours.

20 **Section 16.02:** Conferences of employees with the City Attorney arising from the  
21 performance of assigned duties shall likewise be considered as duty time and such time shall be  
22 paid for in accordance with the provisions of this article; in the event that such a conference is  
23 required at a time when the employee is not regularly scheduled for duty, he shall be paid only  
24 for the time actually spent in such conference.

25 **Article XVII - Other Departmental Rules, Regulations and Practices**

26 **Section 17.01:** The rules, regulations and practices as published by the Department shall  
27 be followed to the extent they do not conflict with any specific provision of this agreement or  
28 violate any state or federal law.

1 **Article XVIII - Grievance Procedure**

2 **Section 18.01:** The Association or an employee covered under this Agreement may be a  
3 grievant. A grievance shall be defined as the interpretation or application of any provision of this  
4 agreement. All disciplinary matters shall be subject solely to the jurisdiction of the Police and  
5 Fire Commission, and shall not be subject to the provisions of this Article.

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

8 **Step 2.** If the grievance is not settled at the first step, it shall be reduced to writing and  
9 presented to the Police Chief within ten (10) working days of the date the  
10 employee knew or should have known of the event giving rise to the grievance.  
11 The Chief shall furnish the grievant and the Association with a written answer  
12 to the grievance within (10) working days.

13 **Step 3.** If the grievance is not settled in Step 2, the grievance shall be submitted to the  
14 City Administrator within ten (10) working days from the time the Department  
15 Head was to have submitted his answer. The City Administrator shall discuss  
16 the grievance with the employee, and the Association representative if the  
17 employee so desires. Following said conference, the City Administrator shall  
18 respond within ten (10) working days in writing.

19 **Step 4.** In the event a satisfactory settlement cannot be reached between the parties  
20 in Step 3, the matter in dispute shall be submitted to the Wisconsin  
21 Employment Relations Commission (WERC) for settlement. The WERC shall  
22 appoint an arbitrator from a member of its staff to resolve the dispute. Any  
23 cost related to the appointment of the arbitrator shall be paid by the  
24 Association. The cost of a transcript shall be divided equally by the Employer  
25 and the Association. Any other expenses that are incurred as a direct result of  
26 one of the parties shall be paid by the party initiating the expense. The  
27 arbitrator shall have no power to add to, subtract from, or modify any terms  
28 of this Agreement, and the arbitrator's decision shall be final and binding on  
29 the parties. All reference to days in this article shall mean Monday through

1 Friday excluding Saturdays, Sundays, and holidays. Time frames in this article  
2 may be extended or waived by mutual agreement of the parties.

3 **Article XIX - Seniority**

4 **Section 19.01:** Seniority shall be determined by the employee's length of service as a  
5 Patrol Officer in the Department. Time spent in the Armed Forces on military leaves of absence,  
6 and other authorized leaves not to exceed one (1) year, and time lost because of duty connected  
7 disability, shall be included.

8 **Section 19.02:** An up-to-date seniority list showing the names, length of service, dates,  
9 and departmental assignments and rank shall be maintained for inspection by members.

10 **Section 19.03:** An employee shall forfeit his seniority rights only for the following  
11 reasons:

- 12 1. He resigns.
- 13 2. He is dismissed and not reinstated.
- 14 3. He retires on regular service retirement.

15 **Section 19.04:** The City of Burlington is in accord with the principle that seniority should  
16 be a factor in filling job openings, provided the employee is fully qualified as objectively tested  
17 by the Department.

18 **Section 19.05:** The choice of vacations and furloughs shall be by seniority consistent with  
19 the efficient operation of the Department.

20 **Section 19.06:** Vacation selections for Patrol Officers covered by this Agreement shall be  
21 selected consistent with seniority.

22 **Section 19.07:** Effective 1-1-03, employees who are part of the bargaining unit and leave  
23 the bargaining unit for a period of time due to promotion and subsequently return to the  
24 bargaining unit shall have their departmental seniority for all time worked in the police  
25 department be used for all benefits except overtime selection and shift selection. The seniority  
26 for overtime selection and shift selection shall be that amount of time which the employee spent  
27 in the bargaining unit, but shall not include any time outside of the bargaining unit.

28 **Section 19.08:** Any sworn officer hired as a police officer as a lateral hire may receive a  
29 starting annual salary and a vacation allowance commensurate with their years of experience as

1 a sworn law enforcement officer. Those hired as a police officer under this section will begin to  
2 earn seniority rights and privileges on the date of hire with the City of Burlington Police  
3 Department. All other provisions of this agreement apply as written.

4 **Article XX - Compensatory Time Off**

5 **Section 20.01:** Compensatory time off credit may be taken in lieu of pay for overtime  
6 hours worked. The choice of compensatory time credit or pay must be made by an employee  
7 during the pay period that overtime is worked. The granting of such compensatory time off shall  
8 be subject to the necessary work and efficient operation required of the departments.  
9 Compensatory time off which is accrued in a calendar year, but not used, shall be carried over to  
10 the following calendar year. Any request for use of compensatory time off will be made by Friday  
11 prior to the week it is to be taken. Requests must be in writing and approved with a copy to the  
12 employee. The maximum accumulated compensatory time which may be accrued or used in any  
13 calendar year shall be fifteen (15) days. Employees with vacation time coming shall be given  
14 priority over employees entitled to compensatory time off.

15 **Article XXI - Probation**

16 **Section 21.01:** Full time Patrol Officers shall be required to serve an eighteen (18) month  
17 probationary period, or 2,994 hours if they have part-time Patrol Officer experience with the city.

18 **Article XXII - Part-Time Employees**

19 **Section 22.01:** Part-time employees who are covered under this Agreement shall be  
20 provided the following benefits.

21 1. Seniority: Seniority for part-time employees shall accrue based on  
22 the number of hours they work and using the formula of one thousand nine hundred and ninety-  
23 six (1,996) hours as equals one (1) year. Part-time employees who become full-time employees  
24 shall receive credit for all of their time worked as a part-time employee provided that there is no  
25 break in service and shall have an adjusted starting date so that they will receive credit for their  
26 part-time employment for purposed of the number of vacation days accrued, and the amount of  
27 longevity that they are eligible for. Seniority for shift selection shall start as of the date they  
28 become full-time.

1                   2.     Part-time employees shall also have seniority within the  
2 classification of part-time Patrol officer.

3                   3.     Part-time officers shall receive overtime for any hours worked that  
4 exceed eight and three-quarters (8.75) consecutive hours in any work day, or eighty-seven and  
5 and one-half (87.5)hours in any bi-weekly pay period.

6                   4.     A part-time officer shall be on probation for two thousand nine  
7 hundred and ninety-four (2,994)hours. After they have worked two thousand nine hundred and  
8 ninety-four (2,994)hours it shall be presumed that they are off probation. The part-time officer  
9 who becomes a full-time officer shall not be required to serve another probationary period.

10                  5.     The only other provisions of this contract which apply to part-time  
11 employees are as follows:

12                             Article III - Dues Deduction

13                             Article IV - Wages

14                             Article VIII - Pay Days

15                             Article XII - Uniform Allowance

16                             Article XV - Contributions to the Wisconsin Retirement System

17                             Article XVIII - Grievance Procedure

18                                     **Article XXIII- Education Incentive**

19                   **Section 23.01:** Full time officers pursuing an undergraduate or graduate degree in  
20 Criminal Justice or Police Science may elect to enroll in the tuition reimbursement program.  
21 Under such program, the employee shall submit a request for tuition reimbursement prior to  
22 September 1 of the calendar year prior to when the course will be taken. If the City approves  
23 such request, the City agrees to reimburse the employee for tuition payments in the amount of  
24 three hundred dollars (\$300) per credit hour. The City will reimburse an employee in any one (1)  
25 calendar year no more than two thousand seven hundred (\$2,700.00) dollars in tuition  
26 reimbursement. Further, in the event an employee receives a grade of "A" 100% of the  
27 reimbursement amount shall be provided; a grade of "B" shall require 75% reimbursement;  
28 grades of "C" or below will not be entitled to reimbursement.

1 Officers who participate in the tuition reimbursement program and leave the City's  
2 employment with three (3) years after receiving reimbursement shall reimburse the City on the  
3 following schedule:

4	0-12 months	100%
5	13-24 months	75%
6	25-36 months	50%

7 Reimbursement will be made out of any final paycheck provided by the City to the  
8 employee after resignation from employment is announced unless such checks are insufficient  
9 for such reimbursement. In that event, reimbursement shall be made in three equal annual  
10 installments, the first installment due six months after the date the officer left employment.

11 **Article XXIV - Management Rights**

12 **Section 24.01:** Except as otherwise provided herein, management of the operations and  
13 direction of the work force, including the right to hire and the right to suspend, discipline, or  
14 discharge for just cause, and the right to transfer, promote or relieve employees from duty  
15 because of lack of work, or other legitimate reasons, the right to establish and make effective  
16 reasonable rules of conduct and the assignment of employees to a job, are vested exclusively in  
17 the Employer, together with all other functions of management, with the understanding that  
18 such rights of management will not be used for the purpose of discrimination against any  
19 employee, and such management rights shall not contravene any of the provisions of this  
20 Agreement.

21 **Article XXV - Entire Agreement**

22 **Section 25.01:** This contract constitutes the entire Agreement between the parties and  
23 shall only be amended in writing by mutual Consent of the parties.

24 Signed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

25  
26 **FOR THE CITY OF BURLINGTON**

26 **FOR THE BURLINGTON POLICE**  
27 **BENEVOLENT ASSOCIATION**

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**DATE:** July 16, 2019

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

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

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**BACKGROUND/HISTORY:**

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

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

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

This evening staff will walk the Council though the guidelines.

**BUDGET/FISCAL IMPACT:**

N/A

**RECOMMENDATION:**

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

**TIMING/IMPLEMENTATION:**

This item is for discussion at its July 16, 2019 Committee of the Whole meeting and seeks final approval at its August 6, 2019 Common Council meeting.

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**Attachments**

TIF Guidelines

TIF Application

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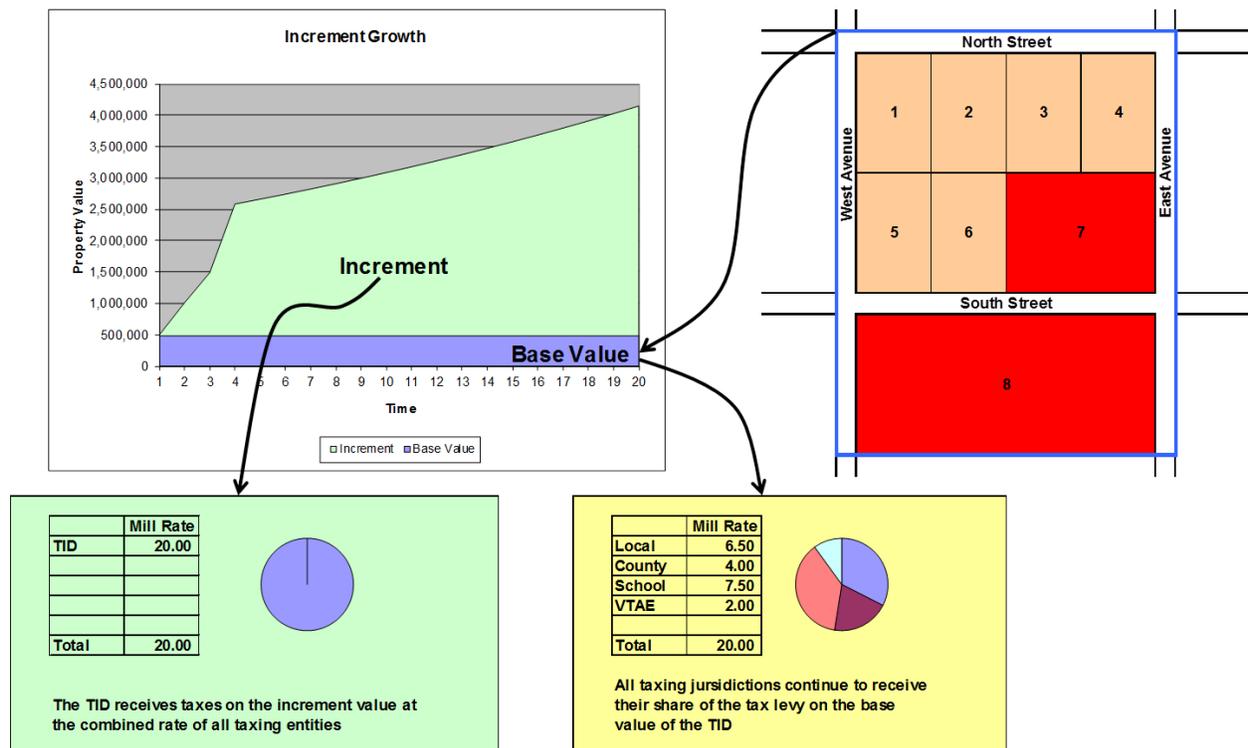


# City of Burlington Tax Increment Financing Guidelines

## What is TIF?

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

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



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

**Purpose:**

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

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

**TIF Authority:**

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

**Basic Provisions:**

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

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

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

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

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

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

**TIF Objectives:**

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

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

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

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

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

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



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



**Aurora Health Center  
TID #5**



**Cannella Response Television, LLC**

**TID #4**

**What Development is Ineligible?**

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

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

**Eligible Costs:**

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

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

**Criteria for TIF Assistance:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Structure for Tax Incremental Financing Assistance:**

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

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

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

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

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

### **General Incentive Guidelines.**

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

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

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

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

**Process of TIF Approval:**

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

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

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

### **Professional Studies**

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

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

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

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

### **Analysis of Financial Need**

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

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

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

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

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

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

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

**Application:**

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

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

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



## Tax Increment Financing Application

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

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

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

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

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

Legal Entity:

d/b/a:

Main Office Location:

Type of Business:

Project Description:

**2. Project/Property Information**

**Parcel 1**

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

**Parcel 2**

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

**Proposed Improvements (Detailed Site Plans)**

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

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

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

**4. Project Budget/Financial Information**

**Project Costs**

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

Contingency			
Working Capital			
Other (Please Specify)			
Total Project Costs			

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

**Value of Property**

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

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

**Projected Property Taxes**

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

**Zoning:**

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

**Requested City Participation/Financing**

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

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

**Jobs Created**

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

**5. Buyer Certification and Acknowledgement.**

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