



**AGENDA**  
**COMMITTEE OF THE WHOLE**  
**Tuesday, January 3, 2017 at 6:30 p.m.**  
**Common Council Chambers - 224 East Jefferson Street**

Mayor Jeannie Hefty  
John Ekes, Alderman, 1<sup>st</sup> District  
Edward Johnson, Alderman, 1<sup>st</sup> District  
Bob Grandi, Alderman, 2<sup>nd</sup> District  
Ruth Dawidziak, Alderman, 2<sup>nd</sup> District  
Tom Vos, Council President, Alderman, 3<sup>rd</sup> District  
Jon Schultz, Alderman, 3<sup>rd</sup> District  
Thomas Preusker, Alderman, 4<sup>th</sup> District  
Todd Bauman, Alderman, 4<sup>th</sup> District

Student Representatives  
Gabriel King, Burlington High School  
Ryan Werner, Burlington High School

1. Call to Order – Roll Call
2. Citizen comments
3. Approval of minutes for December 20, 2016 (*T. Vos*) ..... *pg. 2*
4. **Topic: Motion 17-857** – to consider approving the Downtown Parking Analysis completed by Andy Miller, of Carl Walker. This item is scheduled for final consideration at the January 17, 2017 Common Council meeting. .... *pg. 6*
5. **Topic: Motion 17-858** – to consider approving the City of Burlington Employee Handbook. This item is scheduled for the January 17, 2017 Common Council meeting for final consideration. .... *pg. 54*
6. **Topic: Motion 17-859** – to consider approving an Airport Hangar Lease with Dale Severs, 817 Charlie Taxiway, at the Burlington Municipal Airport. This item is scheduled for the January 17, 2017 Common Council meeting for final consideration. .... *pg. 121*
7. **Topic: Motion 17-860** – to consider approving an Airport Hangar Lease with Nicole Pease, 824 Hotel Taxiway, at the Burlington Municipal Airport. This item is scheduled for the January 17, 2017 Common Council meeting for final consideration. .... *pg. 130*
8. **Topic: Resolution 4813(32)** to consider approving a Memorandum of Understanding between Racine County and the City of Burlington Fire Department for the purchase of radios. This item is scheduled for final consideration at the January 17, 2017 Common Council meeting. .... *pg. 137*
9. **Adjourn** (*J. Schultz*)



**COMMITTEE OF THE WHOLE**

**ITEM NUMBER: 3**

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**DATE:** January 3, 2017

**SUBJECT:** December 20, 2016 Committee of the Whole Minutes

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

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**BACKGROUND/HISTORY:**

The attached minutes are from the December 20, 2016 Common Council meeting.

**BUDGET/FISCAL IMPACT:**

N/A

**RECOMMENDATION:**

Staff recommends approval of the attached minutes from the December 20, 2016 Committee of the Whole meeting.

**TIMING/IMPLEMENTATION:**

This item is scheduled for final consideration at the January 3, 2017 Common Council meeting.

**ATTACHMENTS:**

Committee of the Whole Minutes



**CITY OF BURLINGTON**  
**Committee of the Whole Minutes**  
**Jeannie Hefty, Mayor**  
**Diahnn Halbach, City Clerk**  
**Tuesday, December 20, 2016**

**1. Call to Order/Roll Call**

Mayor Jeannie Hefty called the meeting to order at 7:05 p.m. starting with roll call. Aldermen present: John Ekes, Ed Johnson, Bob Grandi, Ruth Dawidziak, Jon Schultz, Tom Preusker and Todd Bauman. Absent: Tom Vos

Also present: City Administrator Carina Walters, Finance Director Steve DeQuaker, Director of Administrative Services Megan Watkins, City Attorney John Bjelajac, Police Chief Mark Anderson, Fire Chief Alan Babe, DPW Director James Bergles, Building Inspector Gregory Guidry, and Tom Foht and Gregory Governatori of Kapur & Associates.

Student Representatives - Present: Gabriel King, Ryan Werner. Excused: None

**2. Citizens Comments and Questions**

Wayne Ball, President of the Snow Snoopers Snowmobile Club located in Rochester, WI, asked Council for permission to extend the current City of Burlington snowmobile trail in order to utilize the AmericInn for snowmobilers in need of overnight accommodations.

**3. Approval of Minutes from December 6, 2016**

A motion was made by Alderman Johnson with a second by Alderman Grandi to approve the minutes from December 6, 2016. With all in favor, the motion carried to approve the minutes.

**4. Topic: Resolution 4811(30) to consider approving an Engagement Letter with Patrick Romenesko, SC for the 2016 Annual Audit of the not to exceed amount of \$34,000.**

Steve DeQuaker presented the renewal agreement for Patrick Romenesko to complete the 2016 Annual Audit. DeQuaker explained that there would be a 3% increase in fees due to additional paperwork that has been added to the audit requirements. DeQuaker stated that Romenesko does a very thorough job and recommended to continue retaining his services.

**5. Topic: Resolution 4812(31) to consider approving a contract extension for a term of four years with John's Disposal for refuse and recycling collection services.**

Jim Bergles explained the proposed contract extension with John's Disposal and stated that the current contract doesn't expire until the end of December 2017, however, John's has offered the City a discounted rate for 2017 from the contractual agreement rate of \$0.34 per resident increase to a reduced rate of \$0.18 increase per resident for 2017 if the City agrees to a 4-year contract extension. Bergles further explained that after 2017, the City would move to a Cost Per Living increase for years 2018-2021.

Alderman Schultz asked if there was an option to add weekly recycling rather than every other week and what the cost estimate would be for that. Brian Jongetjes, President of John's Disposal, estimated that the cost would be less than \$1.00 a month per household, but would follow-up with an actual price. Carina Walters stated that this information would be included for review at the next meeting.

Alderman Grandi inquired about television pick up and how difficult it is to dispose of them. Jongetjes responded that state law prevents electronics from being included with regular trash pick-up and is very expensive to dispose of, but that John's will pick up TV's for a \$40 fee. Grandi suggested that John's place an orange sticker on TV's or electronics sitting curbside for garbage pick-up in order to inform residents about their options of how to properly dispose of these items.

- 6. Topic: Ordinance 2014(10)** to consider amending Chapter 315-27, "B-2 Central Business District" in the Municipal Code creating trash dumpster and garbage receptacle requirements.

Megan Watkins explained that the current B-2, Central Business District does not have language in the Municipal Code that requires property owners to supply a dumpster or garbage receptacle for trash. Watkins stated that the DPW has received several complaints that residents in the downtown area are placing their trash curbside, without being placed in a trash receptacle, several days prior to their scheduled weekly trash pick-up. Watkins further explained that this text amendment would stop this aesthetic issue of trash on the curb in the downtown district for both commercial and mixed commercial buildings and align the B-2 District requirements for trash to be placed in a dumpster, or garbage receptacle; however zero setbacks on some of these properties could pose a challenge and would be handled on a case by case basis in order for this ordinance to be enforced.

- 7. Topic: Ordinance 2015(11)** to consider amending Chapter 265-3(A), "Refuse Disposal" of the Municipal Code defining residential units within a commercial development.

Watkins explained that while revising Ch. 315-27, "Refuse and Recycling requirements in the B-2 District", it was recognized that "mixed-use" buildings were not identified in the either the refuse disposal section of the code, nor within the zoning section. Watkins further explained that mixed-use refers to buildings that contain commercial units, as well as residential units and that a majority of the downtown buildings are mixed-use. Watkins stated that this ordinance seeks to specifically identify mixed-use buildings as commercial, even if there are residential units within the building.

Alderman Schultz wanted to know why garbage pick-up provided to apartments outside the B-2 district are treated differently. Walters responded that apartments outside the B-2 District are residential and therefore qualify for City provided garbage pick-up and that the buildings within the B-2 District are mixed-use and not residential, which makes the owner of these buildings responsible for securing their own garbage pick-up.

- 8. Topic: Ordinance 2016(12)** to consider amending the Racine County Multi-Jurisdictional Comprehensive Plan for 672 W. State Street.

Gregory Guidry explained that upon a review of a rezone request from Faith Chapel Evangelical Free Church to rezone property at 672 W. State Street, it was determined that a

plan amendment was also required. Per the Comprehensive Plan, this property is listed as “Commercial” and would not be consistent with the requested zoning change from B-1, Neighborhood Business District to I-1, Institutional District, therefore an amendment from “Commercial” to “Governmental and Institutional” is necessary to be compliant.

**9. Adjourn**

A motion was made by Grandi with a second by Dawidziak to adjourn the meeting. With all in favor, the meeting adjourned at 7:04 p.m.

Minutes respectfully submitted by:

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Diahnn C. Halbach  
City Clerk  
City of Burlington



**COMMITTEE OF THE WHOLE AGENDA**

**ITEM NUMBER: 4**

**DATE:** January 3, 2017

**SUBJECT:** MOTION 17-857 to approve the Downtown Parking Analysis completed by Andy Miller, of Carl Walker as presented.

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

**BACKGROUND/HISTORY:**

On May 17, 2016, the Committee of the Whole discussed possibly amending the Official Traffic Map to change the Livery Parking Lot time from a 24 hour lot to 3 hours pursuant to a request from business owner Fred Mabson. This parking lot is particularly challenging due to the location and balance of limited parking from a residential and municipal lot.

That evening, staff was directed to complete a comprehensive downtown analysis of its parking prior making any changes to the Official Traffic Map as requested. Staff worked with Andy Miller of Carl Walker who conducted the following analysis:

- Conducted an on-line survey during the month of September 2016 and whereas, 422 respondents took the survey.
- Conducted field observations from Wednesday, September 28 through Friday, September 30 during morning, lunch and dinner hours.
- Both Chamber of Commerce and Common Council members had the opportunity to meet with Andy Miller outlining their observed parking challenges.
- Held a public forum on Thursday, September 29 to present initial field observations, data collection and where possible, a summary of survey results. *Three business owners, one elected official, and two local news reporters attended.*

For your convenience, an Executive Summary including recommendations are attached to this cover sheet; however, in summary, Andy Miller made the following observations and recommendations:

**Observations:**

- The City has ample amounts of free parking on-street, in 5 strategically located public off-street surface lots, and in the Parking Deck.
- The City also has a significant amount of private off-street parking lots, which are restricted for use by individual businesses and not open to the general public.
- With the overall parking supply, the management of the parking is not as effective due to the lack of parking enforcement.

**Recommendations:**

- Reinstigate 2 hour parking enforcement of the two-hour time limits on-street (Council allocated \$30,000 towards parking enforcement in Fiscal Year 2017).
- Improve information messaging and communications about available public parking options on the City's website; with an improved parking map; and with enhanced signage.

- Respond to the request of Pine Street businesses by instituting a two-hour time limit in the Livery Lot. This is a small, but busy parking lot that serves a number of businesses and it should be utilized for turnover parking – not storage parking.
- Consider lighting upgrades and the introduction of DVR security cameras in the Downtown Burlington Parking Deck to improve security. Nigh time security concerns were expressed by a number of business owners that we spoke with, and at the Open Forum held September 29, 2016.
- Work with private lot owners and businesses to encourage the use of private off-street lots for public parking after normal business hours to increase the supply of parking for evening dining and entertainment venues.

**BUDGET/FISCAL IMPACT:**

The Council allocated \$30,000 in the 2017 Budget for parking enforcement. Additionally, should the Council agree and accept the recommendations of the Carl Walker Study, staff will begin the implementation, in which several of the low hanging fruit may be taken care of in-house without much expense.

**RECOMMENDATION**

Staff recommends approval of the Downtown Parking Analysis completed by Andy Miller of Carl Walker.

**TIMING/IMPLEMENTATION:**

This item is scheduled for discussion at the January 3, 2017 Committee of the Whole meeting and placed on the January 17, 2017 Common Council agenda for final consideration.

**ATTACHMENTS:**

Parking Analysis Letter Report  
Downtown Parking Survey Results

# PARKING ANALYSIS LETTER REPORT

Downtown Burlington, WI

November 8, 2016



**Carl Walker**

Ideas for parking. SOLUTIONS FOR PEOPLE.

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269.381.2222 | [carlwalker.com](http://carlwalker.com)

**Andy Miller**  
[amiller@carlwalker.com](mailto:amiller@carlwalker.com)  
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## EXECUTIVE SUMMARY

Based upon our direct field observations and the results of the online parking survey, we believe the overall parking supply in downtown Burlington is adequate. The downtown area has ample amounts of free parking on-street; in five (5) strategically located public off-street surface lots; and in the Downtown Burlington Parking Deck. The downtown area also has a significant amount of private off-street parking lots, most of which are restricted for use by individual businesses and not open to the general public.

While overall parking supply in the downtown area appears to be adequate, the supply of public parking is not being managed as effectively as it should be due to a lack of parking enforcement. City staff verified that the previous “meter maid” position has not been filled since 2012, when the position was eliminated for budgetary reasons. The result of this lack of parking enforcement is an over consumption of on-street parking and an under-utilization of off-street public parking facilities by downtown employees and business owners.

As the online survey results clearly verify, customers and visitors to downtown prefer to park on-street as their primary parking choice. However, because there has been virtually no enforcement of the two-hour on-street time restrictions since 2012, downtown employees and business owners are consuming on-street parking that is intended for customers and visitors. Based on our findings and observations, our primary recommendation for improving the downtown parking situation is for the City to re-institute parking enforcement of the two-hour time limits on-street.

In making this recommendation, it is important to understand that the approach to parking enforcement does not need to be draconian or overbearing. Rather, we believe a part-time person performing enforcement on random weekdays every month would be sufficient to alter behaviors over time to gain better compliance and to move employees and owners into off-street public parking facilities. Additional primary recommendations to improve the downtown parking experience are listed below and discussed in greater detail in the body of this report:

- Improve information messaging and communications about available public parking options on the City’s website; with an improved parking map; and with enhanced signage.
- Respond to the request of Pine Street businesses by instituting a two-hour time limit in the Livery Lot. This is a small, but busy parking lot that serves a number of businesses and it should be utilized for turnover parking – not storage parking.
- Consider lighting upgrades and the introduction of DVR security cameras in the Downtown Burlington Parking Deck to improve security. Night time security concerns were expressed by a number of business owners that we spoke with, and at the Open Forum held September 29, 2016.
- Work with private lot owners and businesses to encourage the use of private off-street lots for public parking after normal business hours to increase the supply of parking for evening dining and entertainment venues.

## INTRODUCTION & METHODOLOGY

Carl Walker, Inc. was contacted by the City of Burlington and requested to perform a “snap shot” analysis of the downtown parking situation. Our project approach included a review of the City’s website and public information materials relative to downtown parking; the completion of an online parking survey that was used to gather information on the public’s perceptions and attitudes regarding downtown parking conditions; and a three-day site observation visit conducted by Carl Walker senior project manager Andrew W. Miller, AICP. The site visit included direct field observations of daytime and evening parking conditions and meetings with key staff and downtown stakeholders. An Open Forum was also conducted on the evening of Sept. 29, 2016. This letter report summarizes our findings and recommendations based upon direct field observations and the results of the online survey and stakeholder outreach efforts.

## SUMMARY OF FIELD OBSERVATIONS

### General Observations & Conditions

On-street parking in downtown Burlington consists primarily of free, two-hour time limited parking, with a number of strategically located short-term 15-minute parking spaces intended for quick stops and parcel loading/unloading. The City also has five off-street public parking lots and a parking structure that are strategically located throughout the downtown area and which have no time restrictions. All municipal parking is free. In addition to the municipal parking facilities that are open to the general public, the downtown area has a number of private lots that are reserved for use by private businesses and not necessarily available to the general public.

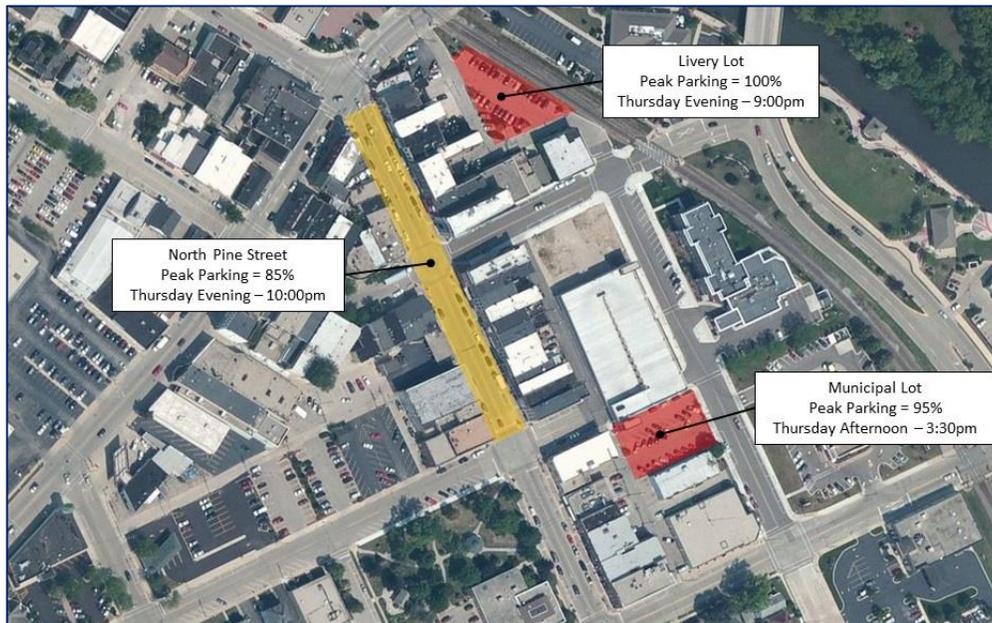
We observed the physical conditions of all the public and private lots to be generally clean and free of trash and debris. The public surface lots were observed to be generally well maintained, however it does appear that the line striping in all of the surface lots is beginning to fade to the point where seal coating and re-striping should be considered in the near future.



## **Observed Parking Utilization – On-Street and in Municipal Lots**

We observed parking occupancies and utilization Wednesday, Sept. 28 during the day; Thursday, Sept. 29 during the day and evening; and Friday, September 30th during the day. In general, for most periods of time we observed ample parking availability on-street and in most of the public off-street lots. The only municipal lot to reach capacity during the daytime was the surface lot next to the municipal parking structure. This lot appeared to be used primarily by City and Police employees.

During the day we observed ample parking availability on-street and in the Livery lot, even during lunch hours. The Livery lot did fill to 100% capacity Thursday evening at 9:00pm. North Pine Street was observed to be well parked during the daytime and evening observation periods, but there was always a small cushion of spaces open – even during the evening periods. The peak occupancy observed on North Pine Street occurred at 10:00pm Thursday, with an occupancy rate of 85% of total supply. The “Heat Map” below illustrates the peak parking conditions observed.



## **Observed Parking Utilization – Downtown Burlington Parking Deck**

We observed ample parking availability in the municipal parking structure at all times during our field observations. In fact, at no time did we observe parking occupancies above 30% to 40% of total supply. The rooftop parking areas of the parking structure were completely wide open at all observation periods. We further noticed that the hotel reserved parking area at the ground level along Dodge street was never full, even during overnight periods. Our observations indicate that the hotel parking inside the parking deck is only needed during sell-out or over-booked situations. As the photos on the following page clearly illustrate, the rooftop parking areas in the parking structure are rarely, if ever parked due to the lack of deck staining evidence.

Lack of Staining Evidence on Rooftop Decks



Drip Stains from Cars Parking in Deck



Typical Observation of Parking Deck Occupancy



## Parking Lot Signage

Most of the municipal surface lots have identification signage that is branded with the “Chocolate City” logo and which communicate parking regulations and time limits. The Downtown Burlington Parking Deck also has clear identification signage. To compliment the parking lot signage and to direct parkers to the municipal lots, the City has also developed a custom parking “P” directional sign that is based on the colors of the City logo. While we commend the effort placed in developing and installing the existing signage, we observed that some lots do not have identification signage (Livery lot), and the sign colors tend to blend in with landscaping and do not provide sufficient contrast – they get lost in the background.

The photos below demonstrate existing signage conditions. The photos on the following page include examples of more simple and effective parking identification lot signage options; and the final photos in this section provide possible examples of low cost banner signs the City may wish to consider. In particular, we believe the Livery could benefit from better directional signage to guide customers to this rather “invisible” parking location.

## Existing Municipal Lot Signage



## Examples of Simple but Effective Municipal Parking Lot Signage



## Examples of Possible Low Cost Directional Signage for Burlington Public Lots



## Private Restricted Use Parking Lots

There are quite a number of private restricted use surface parking lots in downtown Burlington that represent a significant amount of surface parking. Most of the private lots are signed to prohibit parking by the general public under risk of ticketing or towing. Most signs are worded to prevent general public parking at all times. The exception to this pattern is the Commerce Building parking lot located across Milwaukee Avenue from Fred's Burgers. The Commerce Building lot is specifically signed to allow general public parking after 7:00pm.

The photos below show the Commerce Building parking signage compared against other (typical) private lots that do not allow for after-hours public parking. We have also included examples of private lot signs from other downtowns that allow for shared parking in the evenings to support the evening bar/restaurant patrons. To the extent possible, we would encourage the City and/or the downtown merchant association to approach private lot owners to encourage them to re-sign their lots to specifically allow for open public parking during evening hours.

## Existing Shared Parking Signage at the Commerce Building Private Lot



## Examples of Other Private Lot Signs That Allow Shared Evening Parking



## Downtown Burlington Private Lots That Do Not Allow Shared Parking



## SUMMARY OF STAKEHOLDER OUTREACH

### **Stakeholder Interviews**

Our site visit included a project kickoff meeting with senior City staff to include the Mayor, City Administrator, Fire Chief, Police Chief, Building Inspector and other administrative staff. We also scheduled "Office Hours" appointments on Thursday, September 29<sup>th</sup> and Friday September 30<sup>th</sup> where key stakeholders and interested individuals could schedule one-on-one 45 minute interviews with the parking consultant. A total of ten (10) interview sessions were scheduled over the two-day period. Interestingly, we experienced two "no-shows", and did not have any other individuals scheduled for one-on-one sessions.

### **Public Forum**

An open public forum was conducted from 6:30 to 8:00pm on Thursday evening September 29<sup>th</sup> in Council Chambers. Two downtown merchants/business owners attended the session, along with two members of the local press/media. Despite the low attendance, the session went until 8:00pm with good discussion and information sharing. While there were a number of points discussed regarding specific parking issues, the overall theme coming out of the session was acknowledgement that parking enforcement of the two-hour time limits on-street is not being performed and that employees and business owners were parking in prime customer spots for extended periods. In summary, the fact that so few people showed up for the individual sessions and the open forum would indicate that the downtown parking situation is not as much of a "hot button" issue as some may believe. The results of the online survey also seem to confirm that parking is not a major negative issue for downtown at this time.

### **Results of Online Survey**

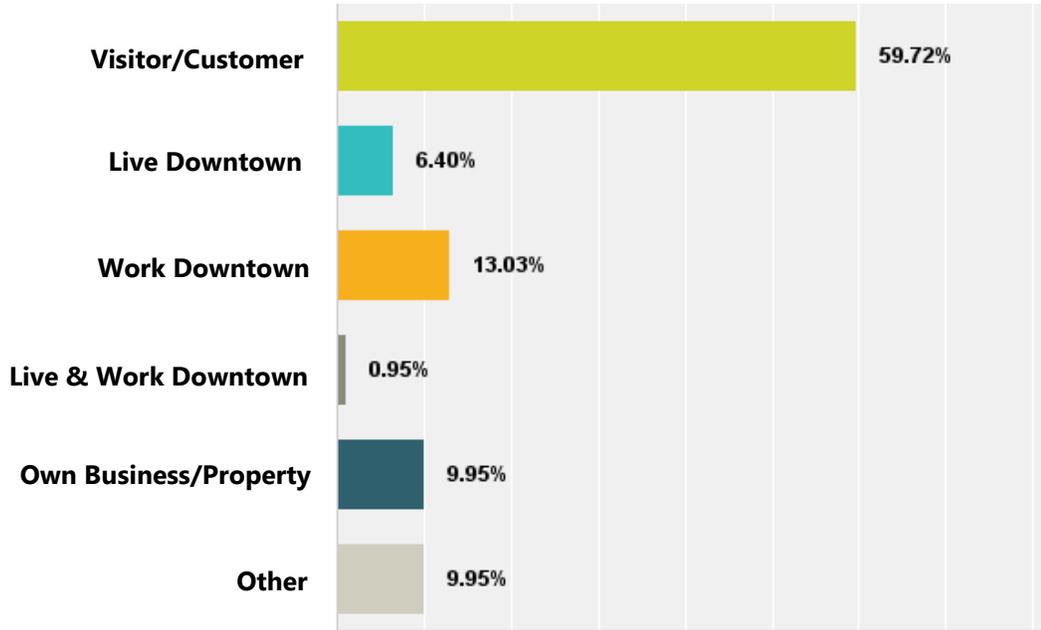
The City of Burlington hosted an online survey through Survey Monkey that was open to the public from September 9<sup>th</sup> to September 30<sup>th</sup>, 2016. A total of 422 completed responses were received. Of the 422 total completed survey responses, nearly 60% of respondents identified themselves as visitors or customers; 6.4% identified themselves as residents of downtown; 13% identified as Employees; and 10% (rounded) identified themselves as business or property owners. The following pages contain a summary report of graphs that show the core survey results.

A summary of key findings include the following take aways:

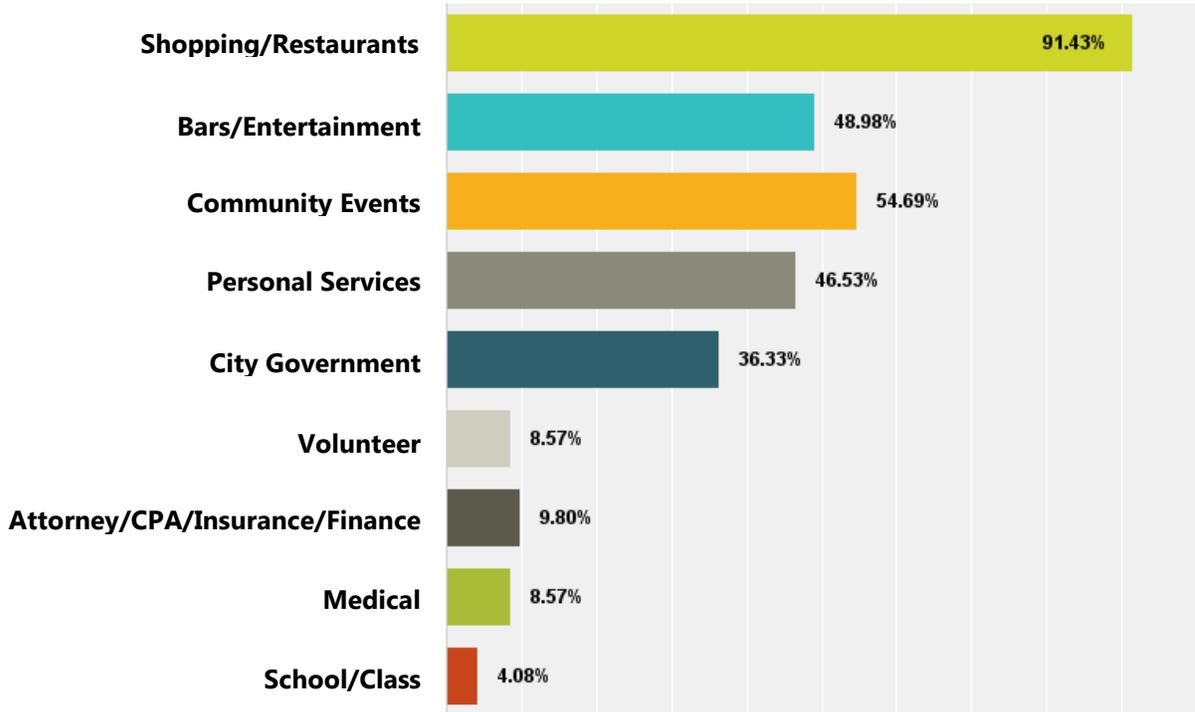
- Shopping, dining and evening entertainment are the primary reasons people visit downtown
- Customers and visitors clearly prefer to park on-street and close to their destination
- Most respondents indicated they have little to no problems finding a parking space (88%)
- Survey respondents overwhelmingly indicated they are unwilling to pay to park (91%)
- The vast majority of respondents believe parking supply is adequate (87%)
- On average, 17% of employees and business owners admit to parking on-street
- Customers indicate a greater willingness to walk compared to employees and owners
- The majority of customers have no experience with parking enforcement (60.47%)
- Slightly over 40% of business and property owners consider enforcement to be inconsistent
- The majority of all respondents rate the overall parking experience to be average to excellent

## Total Completed Survey Responses = 422

### Breakdown of Survey Respondents

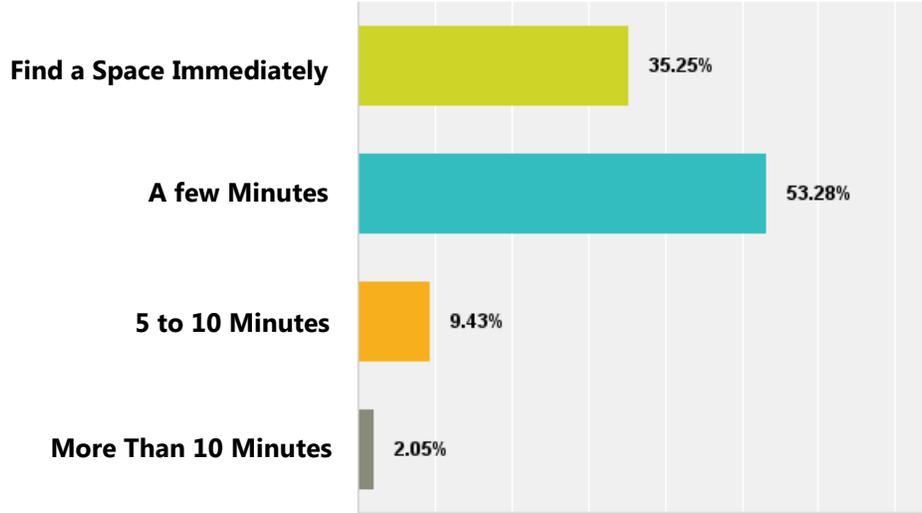


### Why do you visit downtown Burlington?

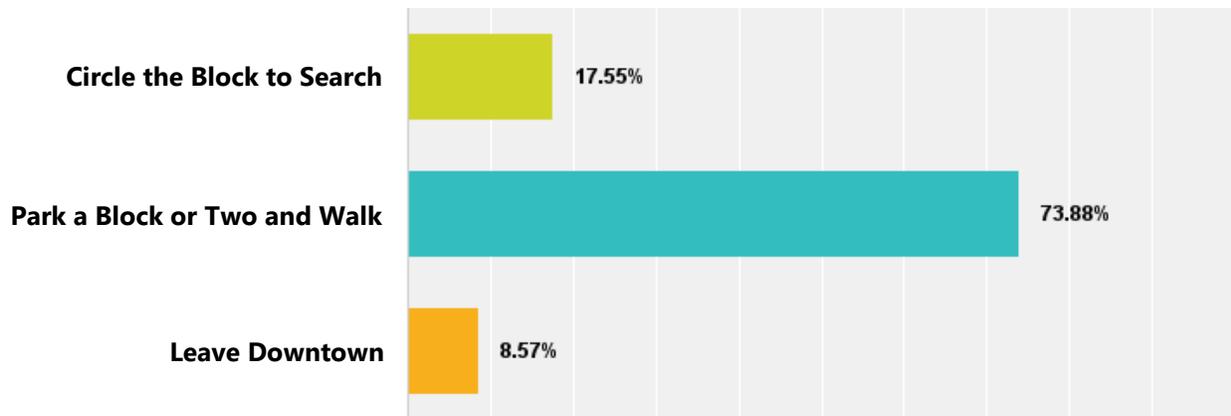


## Summary of Customer Responses

**How much time does it take on average to find a parking space?**



**If parking is not available in front of my destination I will:**

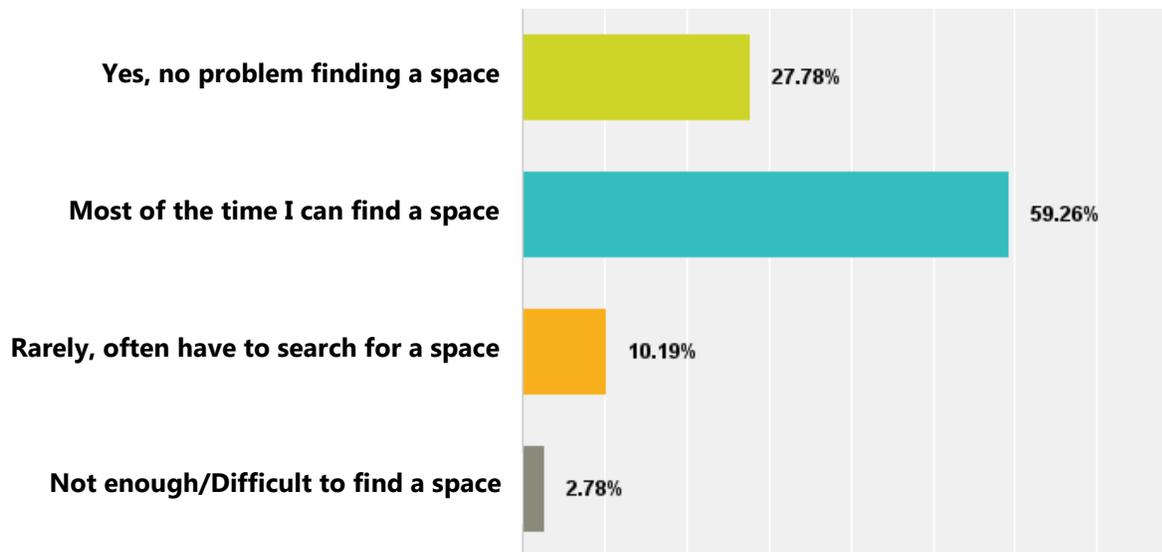


## Summary of Customer Responses

**Would you be willing to pay to park?**

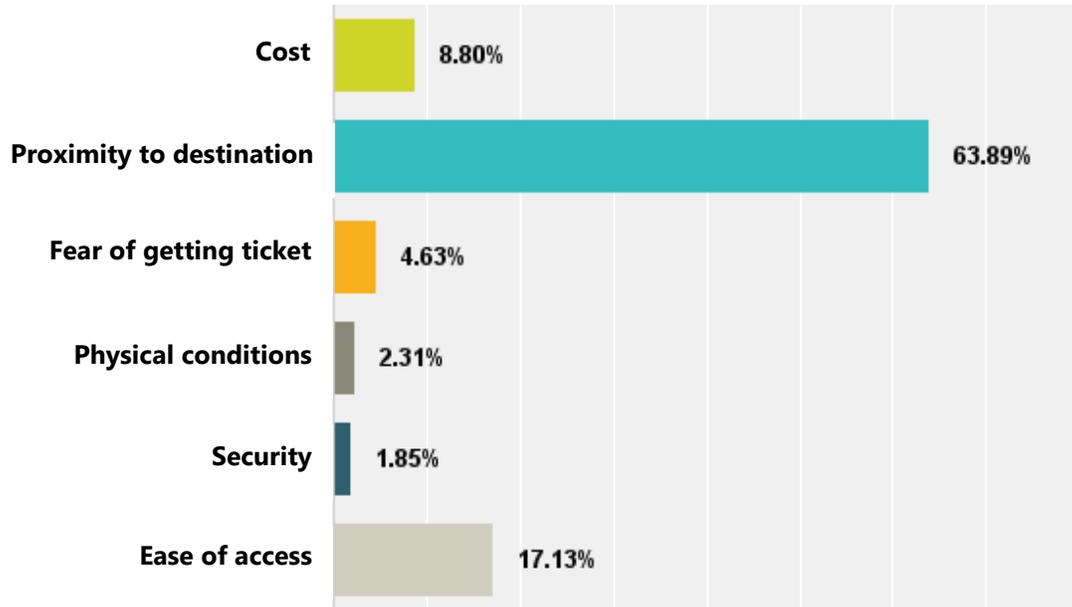


**In general, do you consider the parking supply downtown to be adequate?**

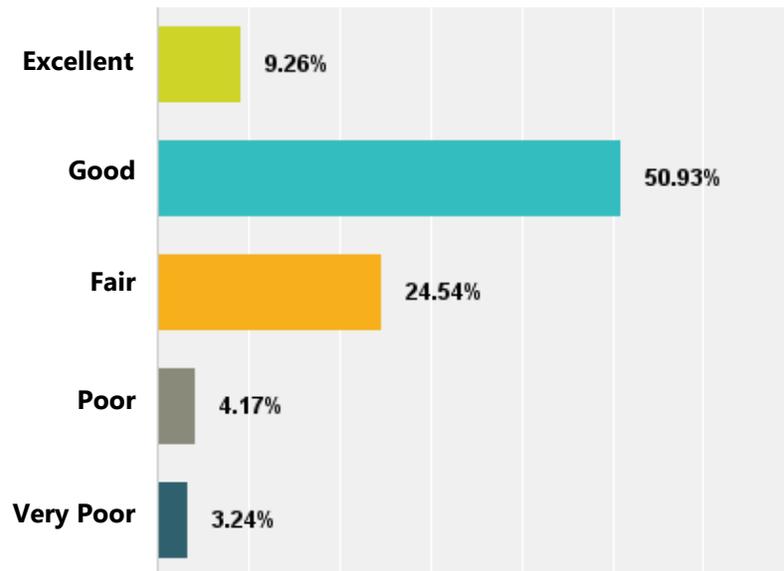


## Summary of Customer Responses

**What factor is most important to you when deciding where to park?**

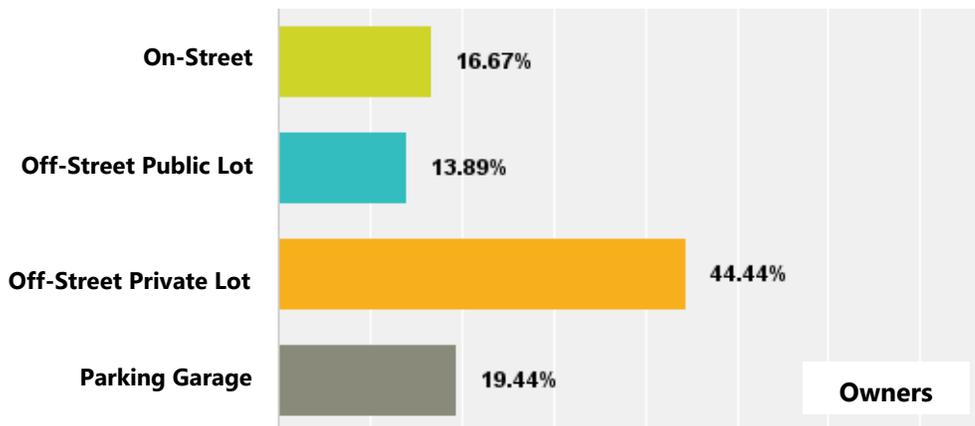
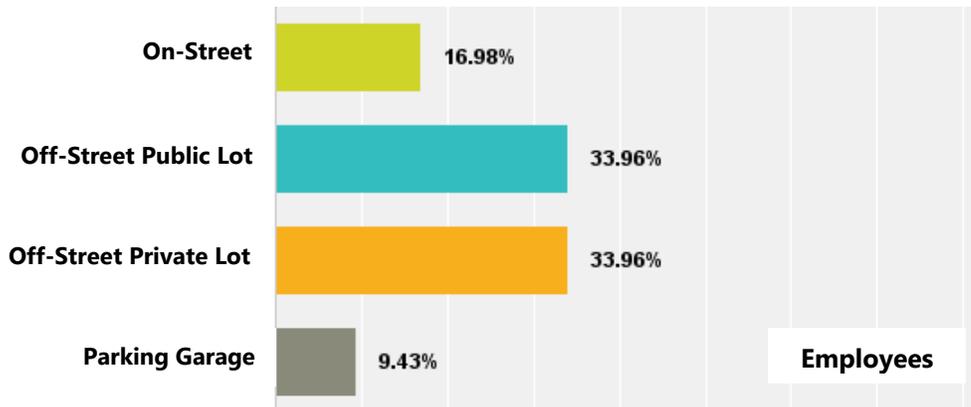
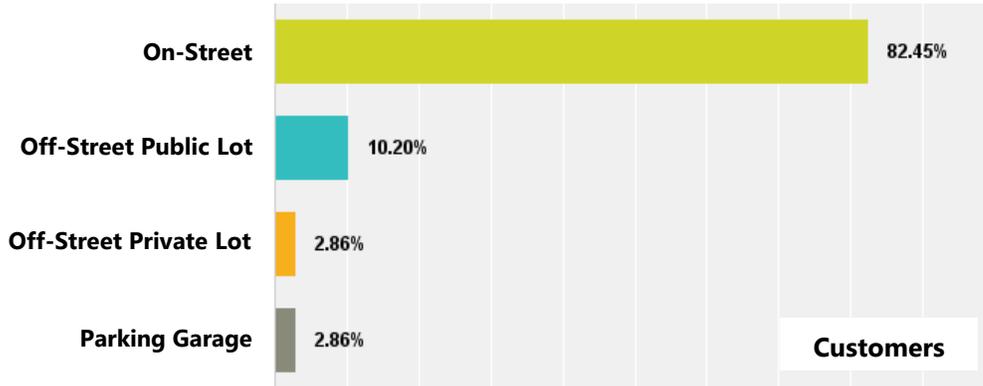


**How would you rate the quality and clarity of downtown parking signage?**



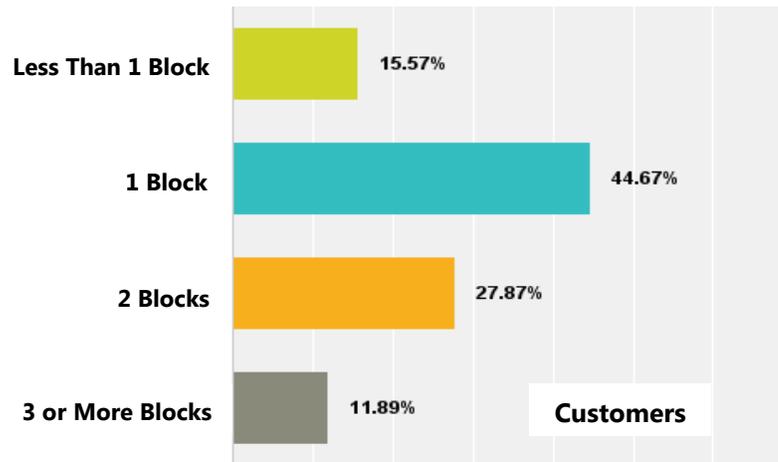
## Parking Preferences by User Group

When visiting downtown, where do you typically park?

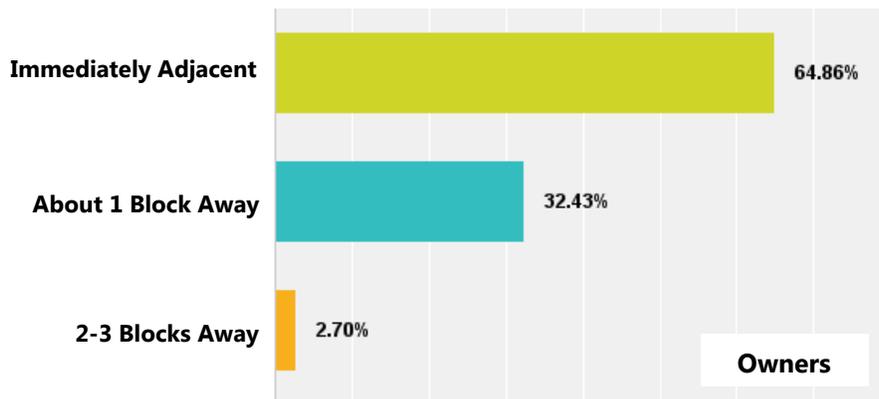
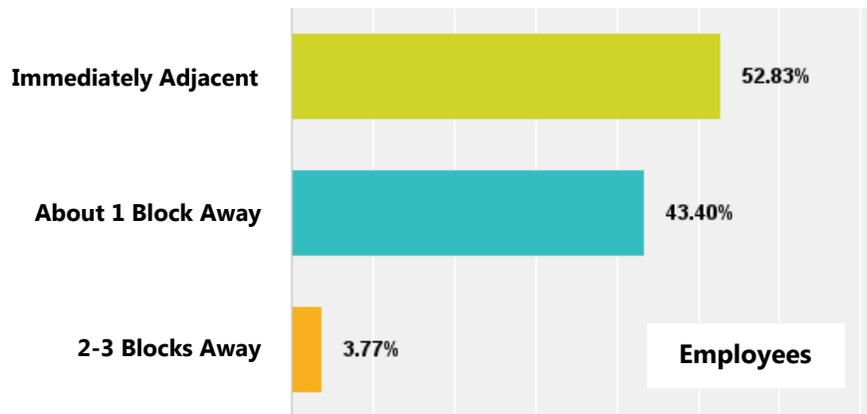


## Parking Attitudes & Perceptions by User Group

How far are you willing to walk from your parking space to your destination?

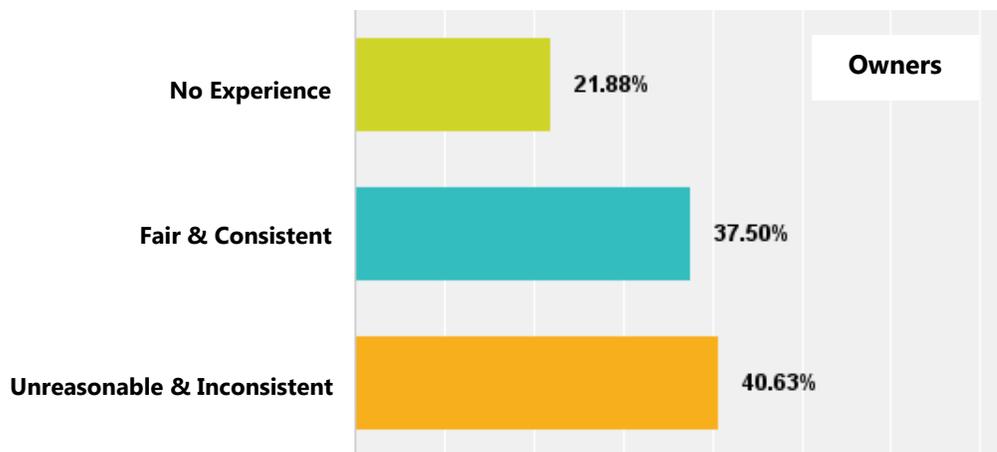
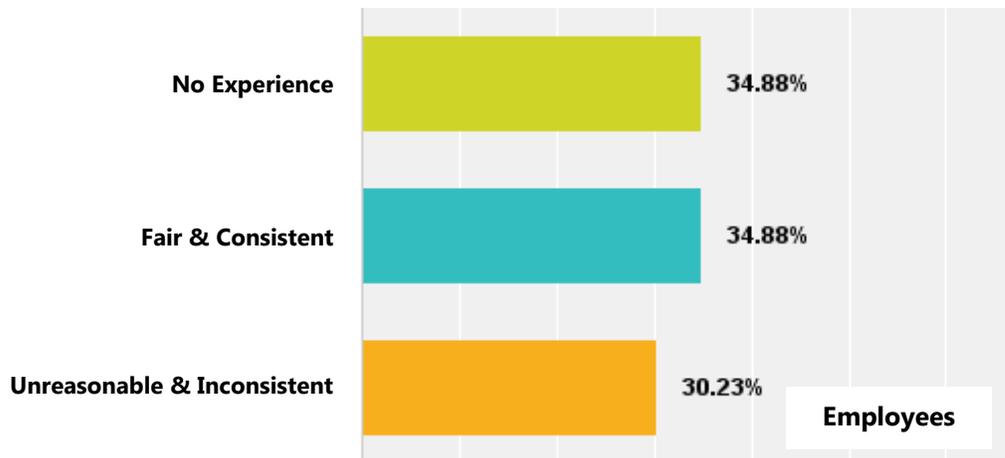
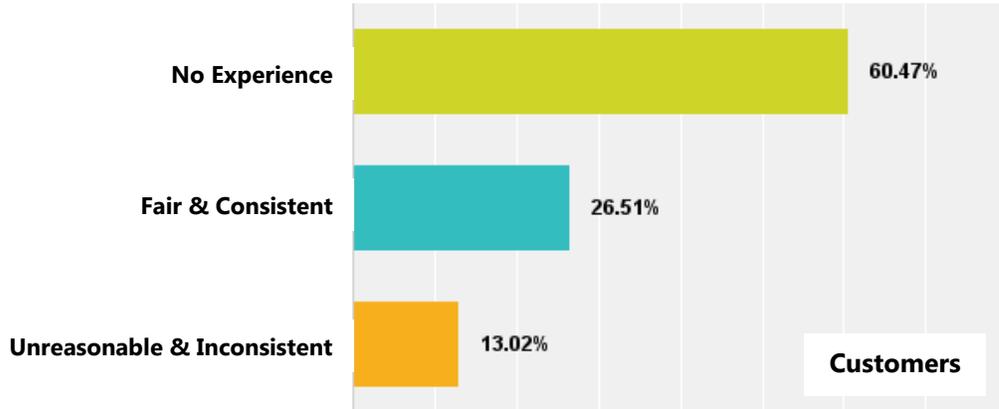


How far is your parking from your place of business?



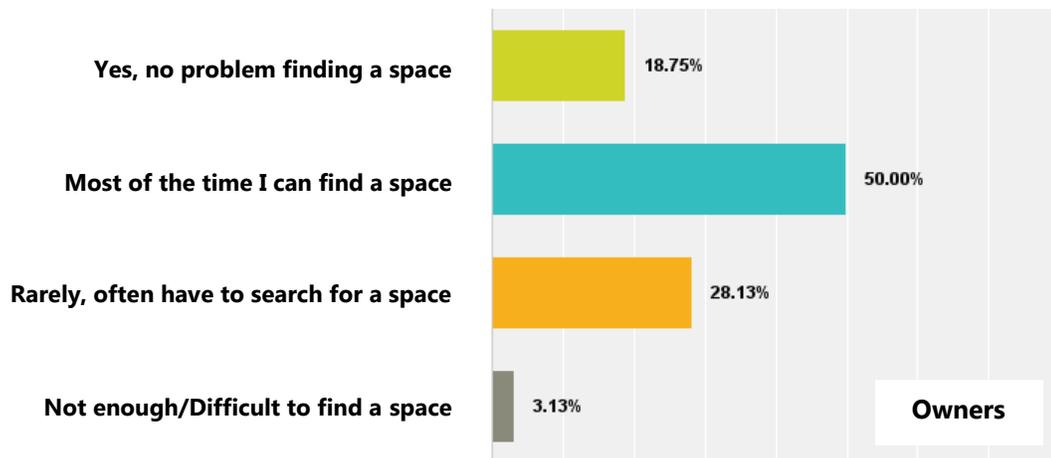
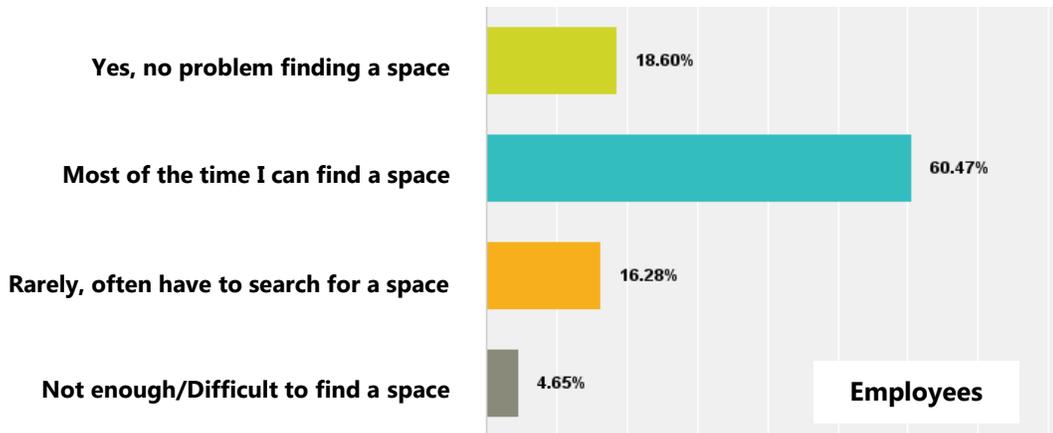
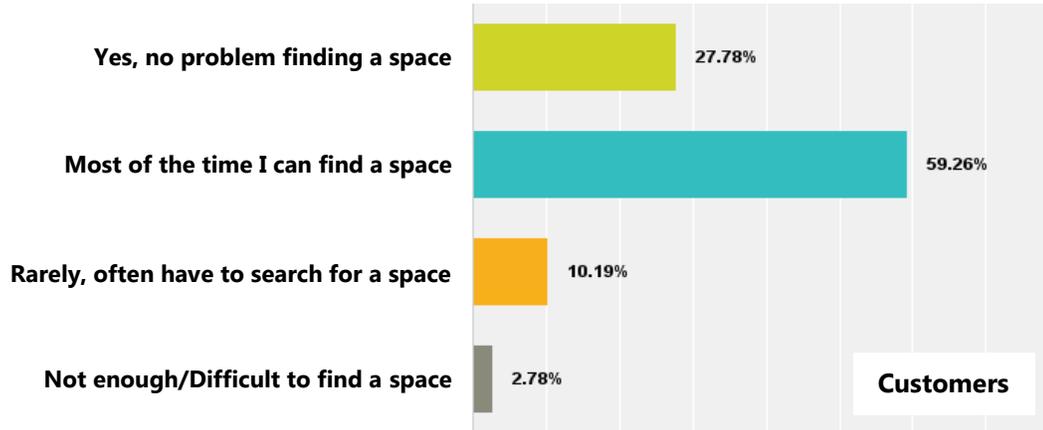
## Parking Attitudes & Perceptions by User Group

I would describe enforcement of on-street regulations as:



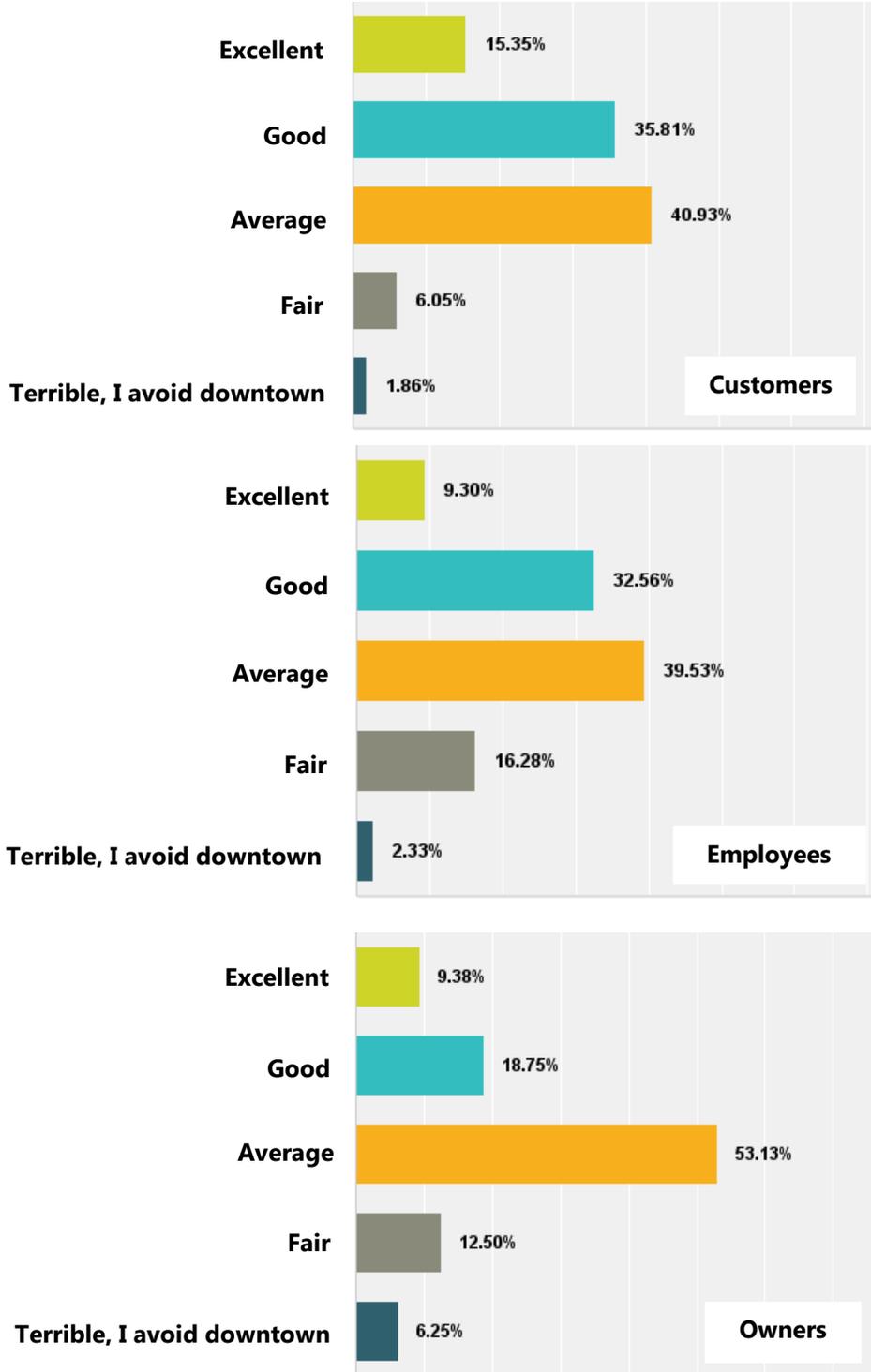
## Parking Attitudes & Perceptions by User Group

In general, do you consider the parking supply downtown to be adequate?



## Parking Attitudes & Perceptions by User Group

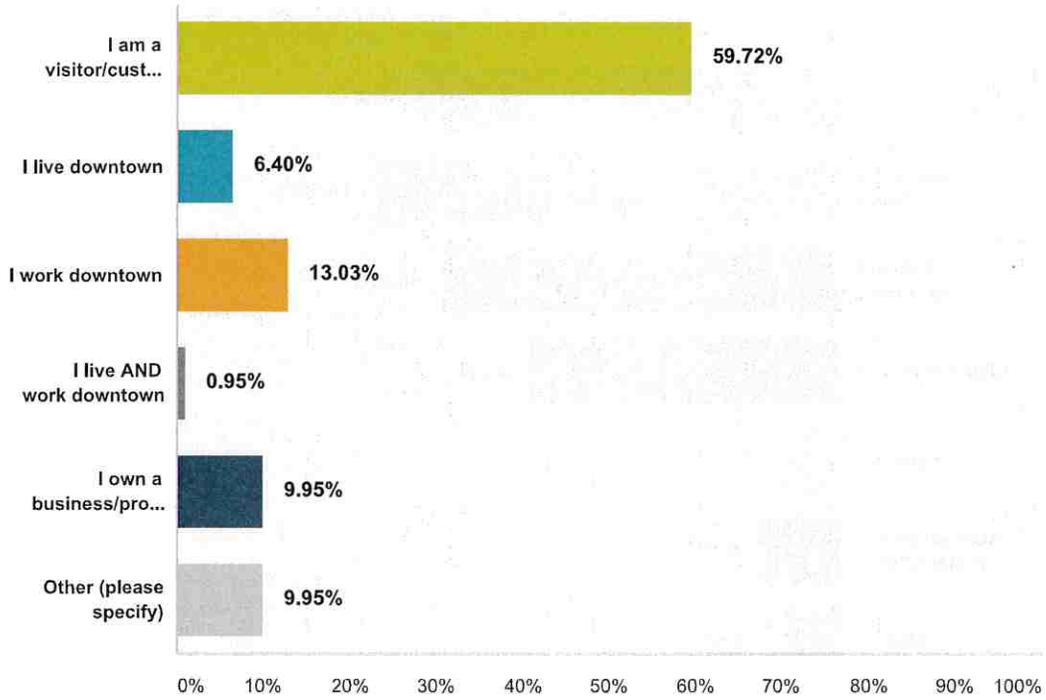
Overall, how would you rate the parking in downtown Burlington?



Downtown Parking Survey

**Q1 1. Please check the category below that best describes your primary interest in downtown Burlington:**

Answered: 422 Skipped: 0

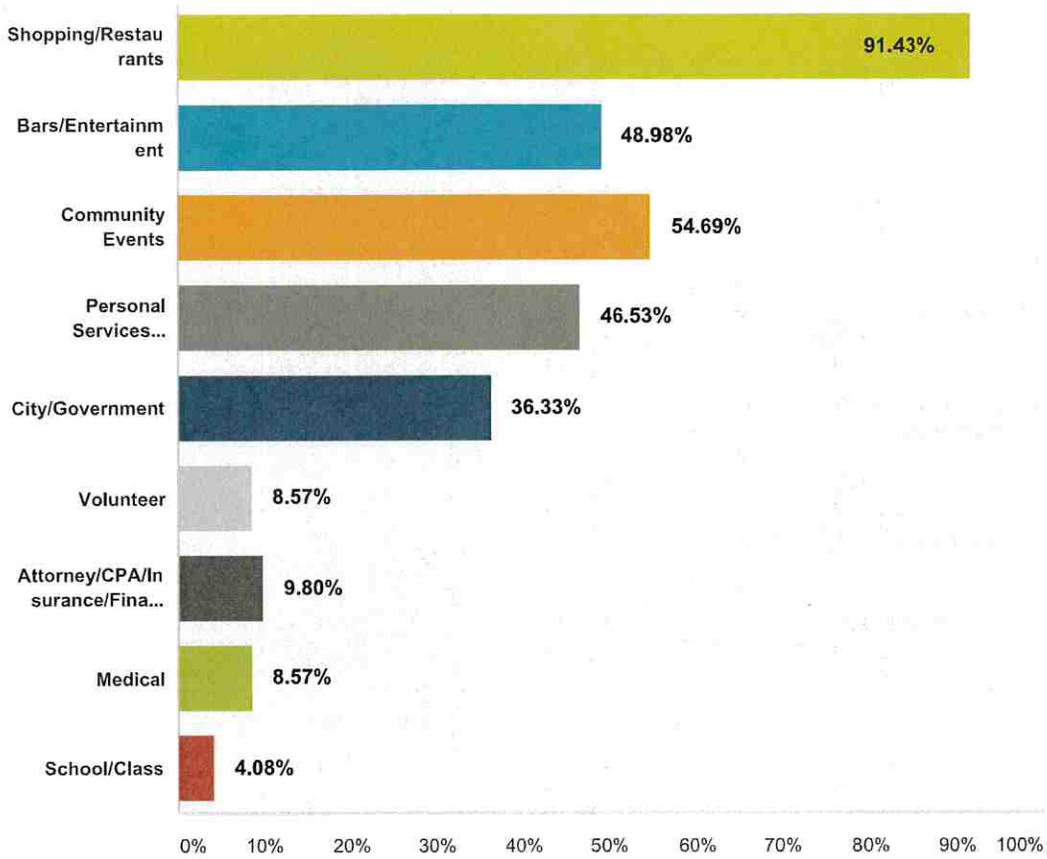


| Answer Choices            | Responses |            |
|---------------------------|-----------|------------|
| I am a visitor/customer   | 59.72%    | 252        |
| I live downtown           | 6.40%     | 27         |
| I work downtown           | 13.03%    | 55         |
| I live AND work downtown  | 0.95%     | 4          |
| I own a business/property | 9.95%     | 42         |
| Other (please specify)    | 9.95%     | 42         |
| <b>Total</b>              |           | <b>422</b> |

Downtown Parking Survey

**Q2 Why do you visit downtown Burlington?  
(Select all that apply.)**

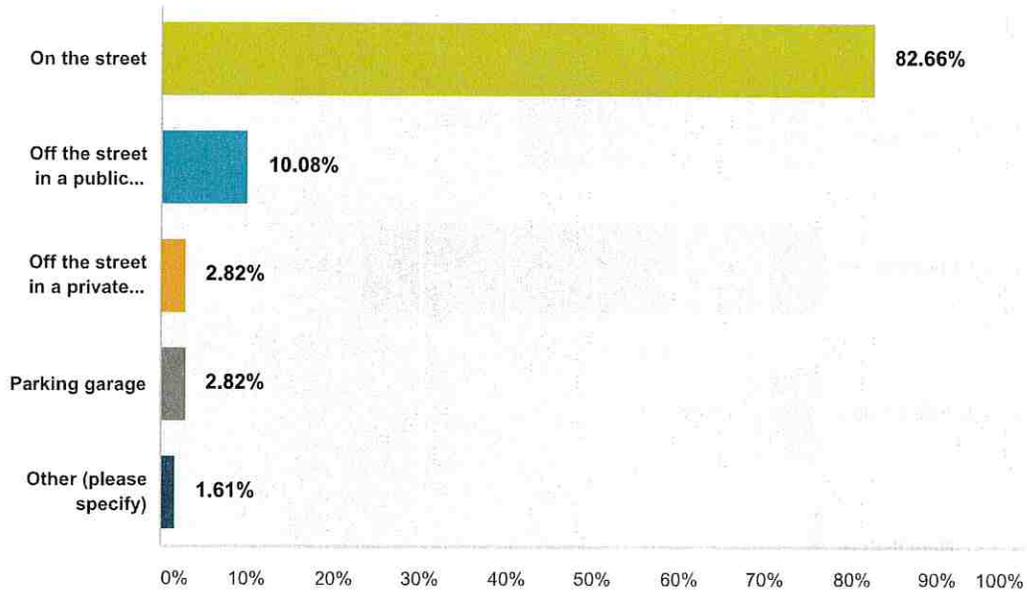
Answered: 245 Skipped: 177



| Answer Choices                   | Responses | Count |
|----------------------------------|-----------|-------|
| Shopping/Restaurants             | 91.43%    | 224   |
| Bars/Entertainment               | 48.98%    | 120   |
| Community Events                 | 54.69%    | 134   |
| Personal Services (Salon/Spa)    | 46.53%    | 114   |
| City/Government                  | 36.33%    | 89    |
| Volunteer                        | 8.57%     | 21    |
| Attorney/CPA/Insurance/Financial | 9.80%     | 24    |
| Medical                          | 8.57%     | 21    |
| School/Class                     | 4.08%     | 10    |
| <b>Total Respondents: 245</b>    |           |       |

### Q3 When you visit downtown Burlington, where do you typically park?

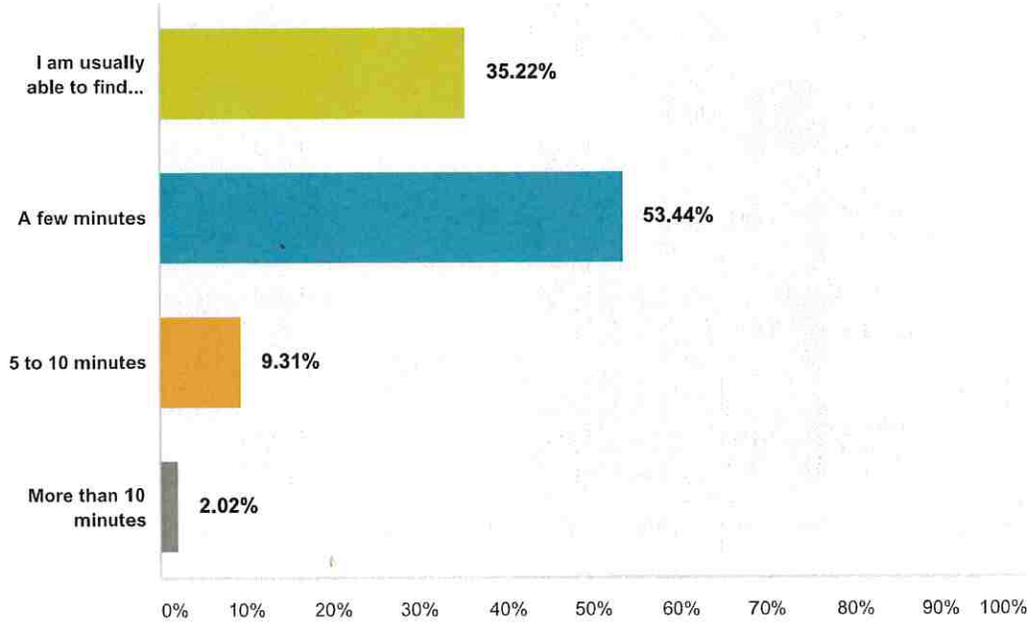
Answered: 248 Skipped: 174



| Answer Choices                          | Responses | Count      |
|---|-----------|------------|
| On the street                           | 82.66%    | 205        |
| Off the street in a public surface lot  | 10.08%    | 25         |
| Off the street in a private surface lot | 2.82%     | 7          |
| Parking garage                          | 2.82%     | 7          |
| Other (please specify)                  | 1.61%     | 4          |
| <b>Total</b>                            |           | <b>248</b> |

**Q4 On average, how much time do you spend looking for a parking space once you arrive in downtown Burlington?**

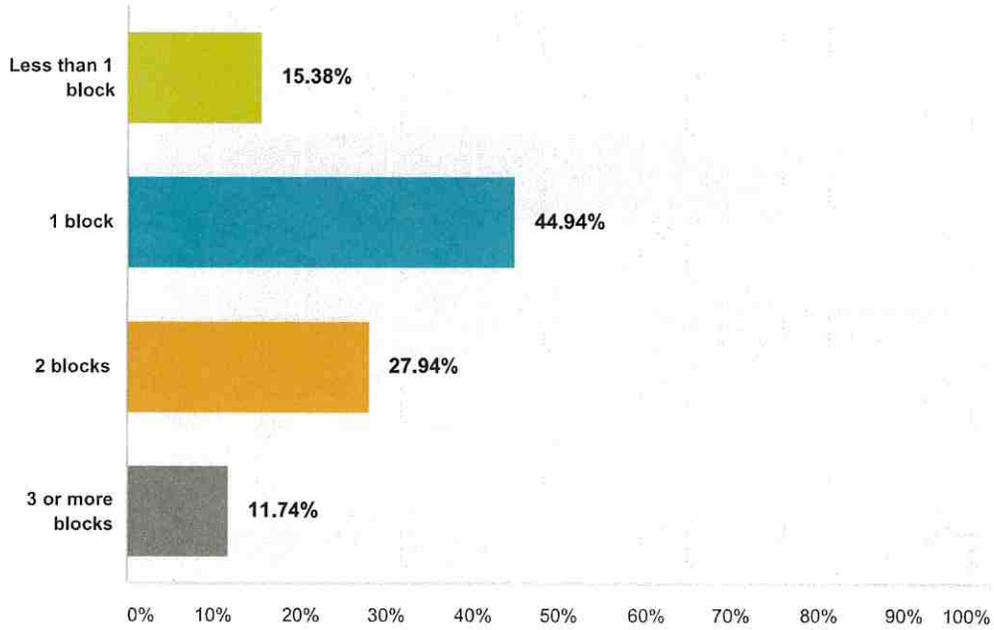
Answered: 247 Skipped: 175



| Answer Choices                                | Responses | Count      |
|---|-----------|------------|
| I am usually able to find parking immediately | 35.22%    | 87         |
| A few minutes                                 | 53.44%    | 132        |
| 5 to 10 minutes                               | 9.31%     | 23         |
| More than 10 minutes                          | 2.02%     | 5          |
| <b>Total</b>                                  |           | <b>247</b> |

**Q5 In general, how far are you willing to walk from your parking space to your destination?**

Answered: 247 Skipped: 175

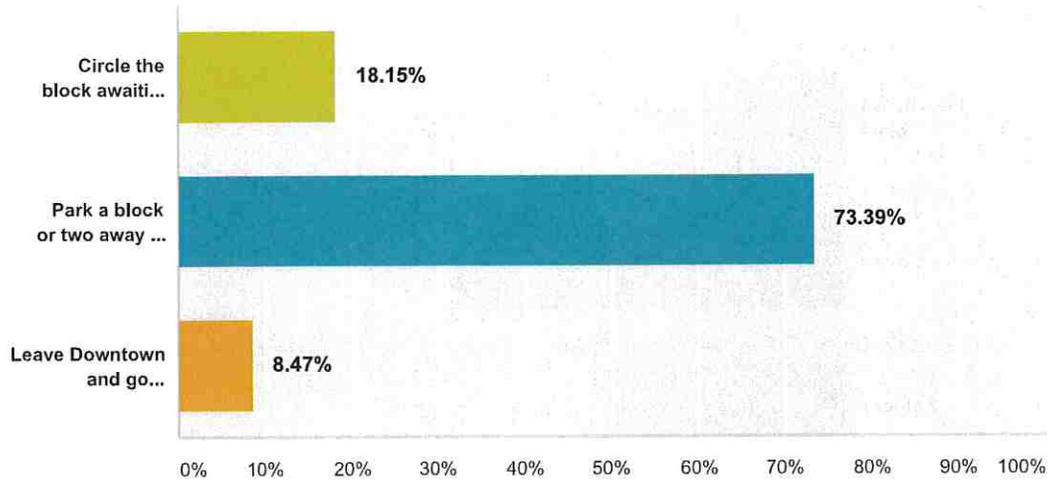


| Answer Choices    | Responses | Count      |
|-------------------|-----------|------------|
| Less than 1 block | 15.38%    | 38         |
| 1 block           | 44.94%    | 111        |
| 2 blocks          | 27.94%    | 69         |
| 3 or more blocks  | 11.74%    | 29         |
| <b>Total</b>      |           | <b>247</b> |

## Downtown Parking Survey

### Q6 If parking is not available in front of my destination, I will:

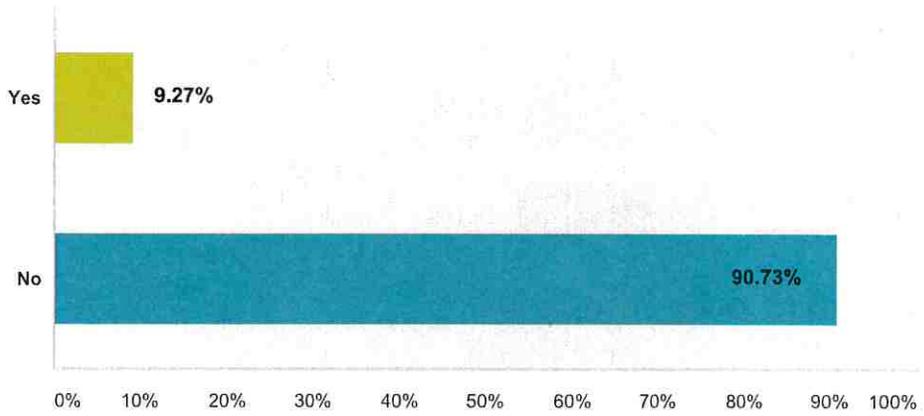
Answered: 248 Skipped: 174



| Answer Choices                                      | Responses |            |
|---|-----------|------------|
| Circle the block awaiting a space                   | 18.15%    | 45         |
| Park a block or two away and walk to my destination | 73.39%    | 182        |
| Leave Downtown and go elsewhere                     | 8.47%     | 21         |
| <b>Total</b>  |           | <b>248</b> |

### Q7 Would you be willing to pay for parking?

Answered: 248 Skipped: 174

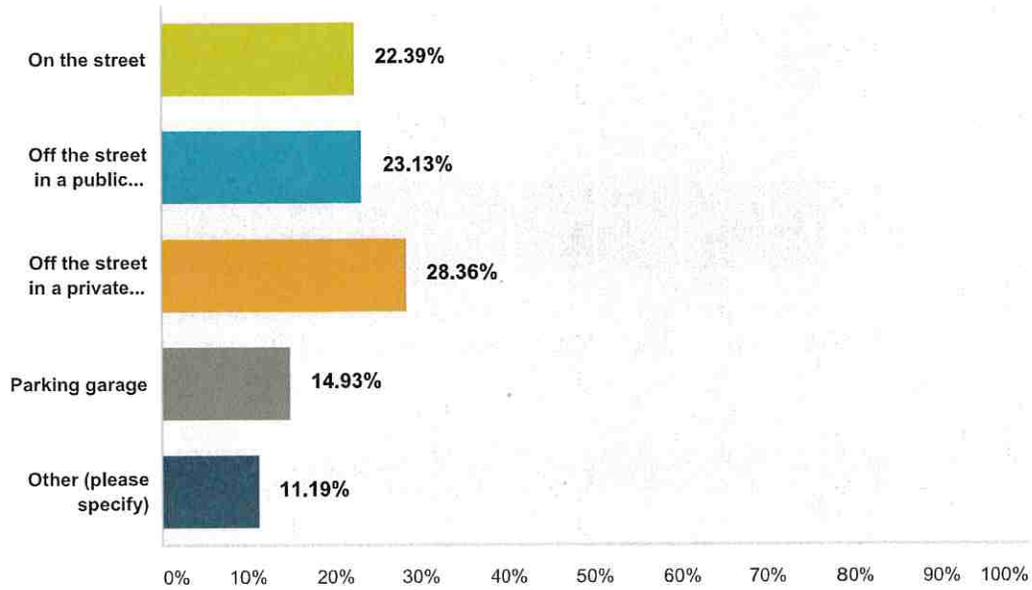


| Answer Choices | Responses |            |
|----------------|-----------|------------|
| Yes            | 9.27%     | 23         |
| No             | 90.73%    | 225        |
| <b>Total</b>   |           | <b>248</b> |

Downtown Parking Survey

**Q8 When you come downtown to go to work, where do you park?**

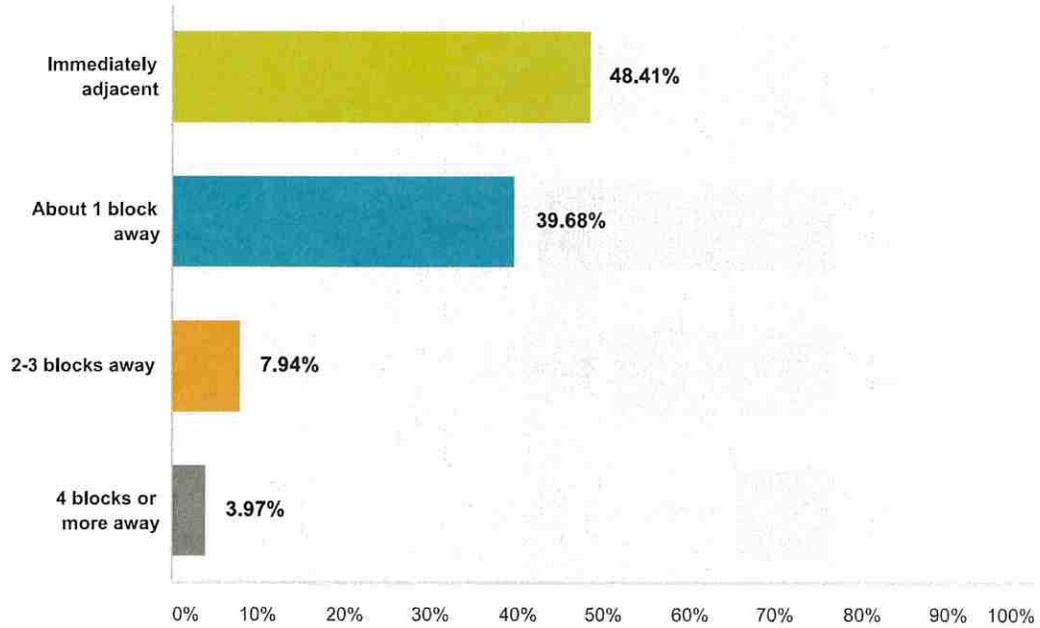
Answered: 134 Skipped: 288



| Answer Choices                          | Responses |            |
|---|-----------|------------|
| On the street                           | 22.39%    | 30         |
| Off the street in a public surface lot  | 23.13%    | 31         |
| Off the street in a private surface lot | 28.36%    | 38         |
| Parking garage                          | 14.93%    | 20         |
| Other (please specify)                  | 11.19%    | 15         |
| <b>Total</b>                            |           | <b>134</b> |

### Q9 How far is your parking location from your place of business?

Answered: 126 Skipped: 296

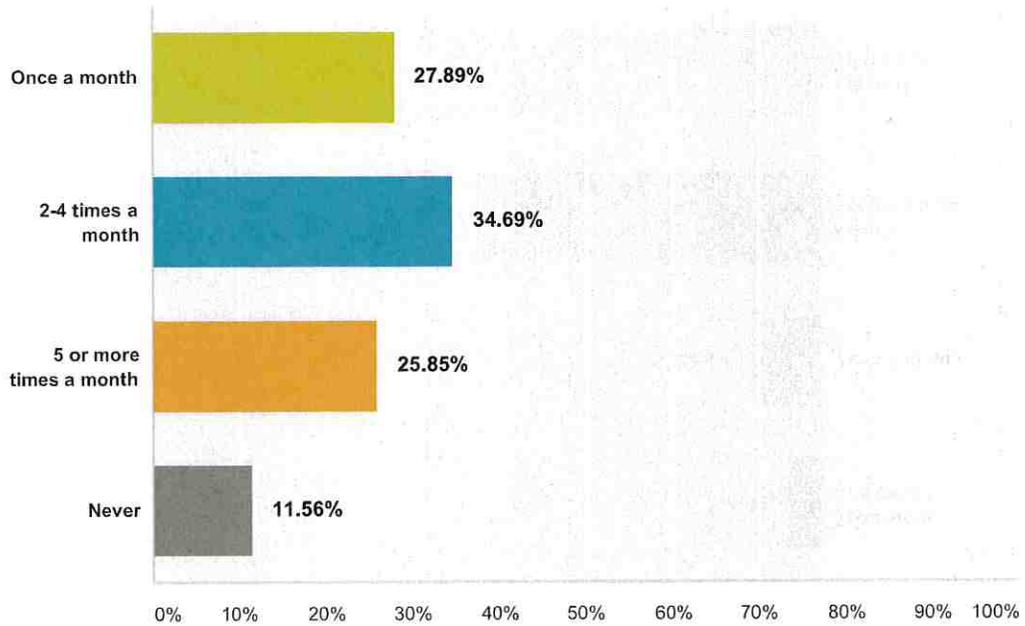


| Answer Choices        | Responses | Count      |
|-----------------------|-----------|------------|
| Immediately adjacent  | 48.41%    | 61         |
| About 1 block away    | 39.68%    | 50         |
| 2-3 blocks away       | 7.94%     | 10         |
| 4 blocks or more away | 3.97%     | 5          |
| <b>Total</b>          |           | <b>126</b> |

Downtown Parking Survey

**Q10 How often do you stay or return downtown for entertainment purposes?**

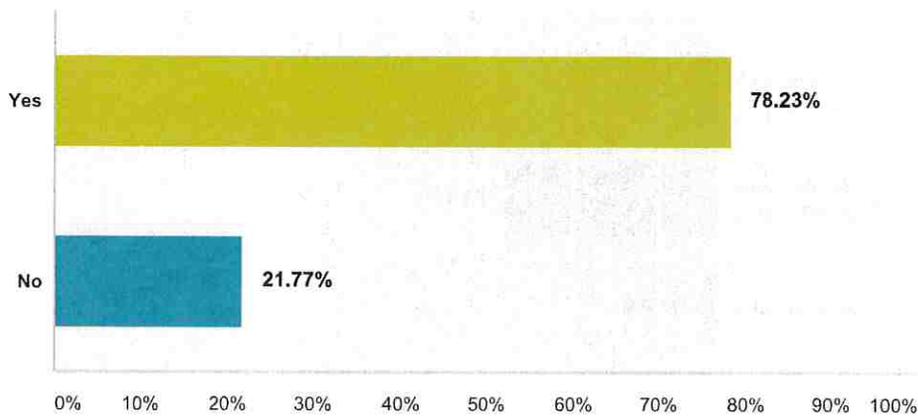
Answered: 147 Skipped: 275



| Answer Choices          | Responses |            |
|-------------------------|-----------|------------|
| Once a month            | 27.89%    | 41         |
| 2-4 times a month       | 34.69%    | 51         |
| 5 or more times a month | 25.85%    | 38         |
| Never                   | 11.56%    | 17         |
| <b>Total</b>            |           | <b>147</b> |

**Q11 Do you have customers or clients who often visit your business? If you answer yes to question 11, you should complete the next two questions.**

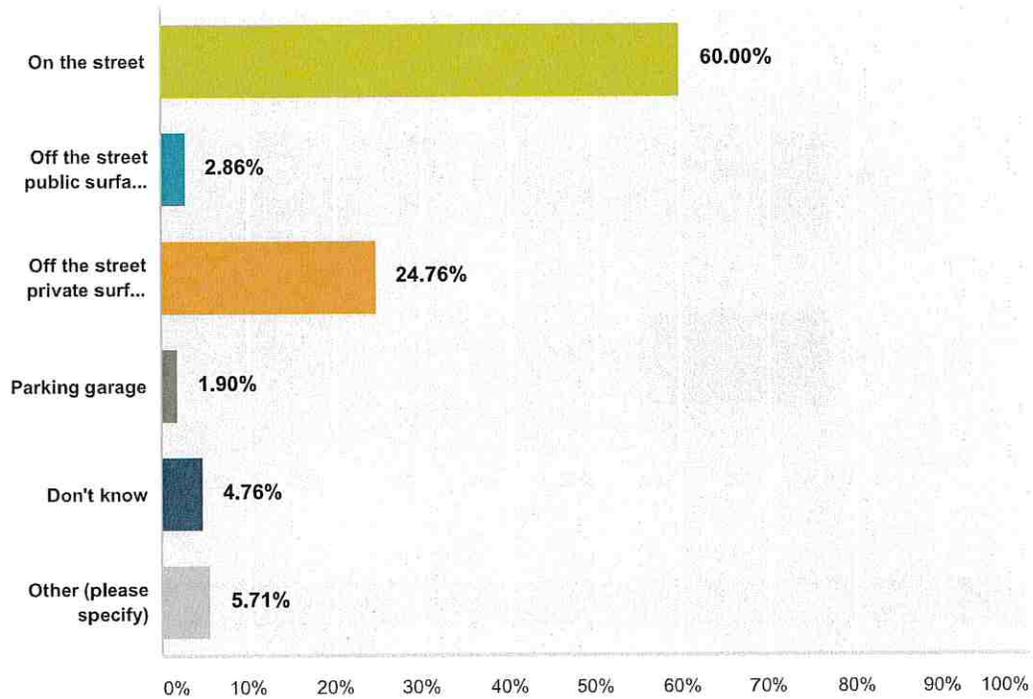
Answered: 124 Skipped: 298



| Answer Choices | Responses |            |
|----------------|-----------|------------|
| Yes            | 78.23%    | 97         |
| No             | 21.77%    | 27         |
| <b>Total</b>   |           | <b>124</b> |

### Q12 Where do those clients or customers typically park?

Answered: 105 Skipped: 317

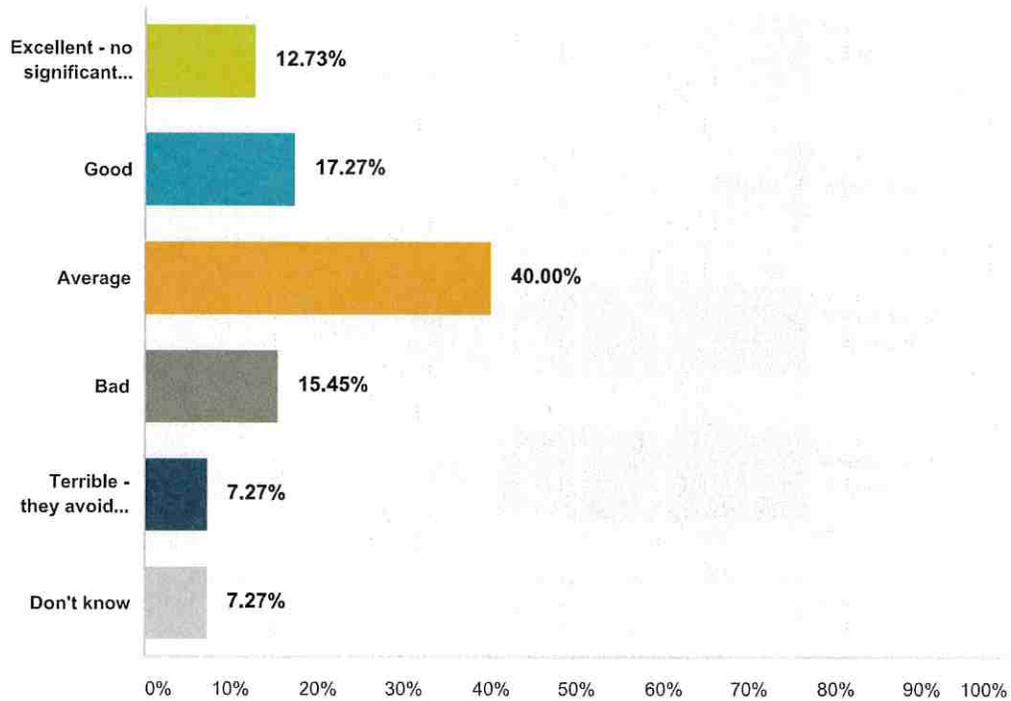


| Answer Choices                     | Responses |            |
|------------------------------------|-----------|------------|
| On the street                      | 60.00%    | 63         |
| Off the street public surface lot  | 2.86%     | 3          |
| Off the street private surface lot | 24.76%    | 26         |
| Parking garage                     | 1.90%     | 2          |
| Don't know                         | 4.76%     | 5          |
| Other (please specify)             | 5.71%     | 6          |
| <b>Total</b>                       |           | <b>105</b> |

## Downtown Parking Survey

### Q13 Based on what you hear from these clients or customers, how would you rate their parking experience?

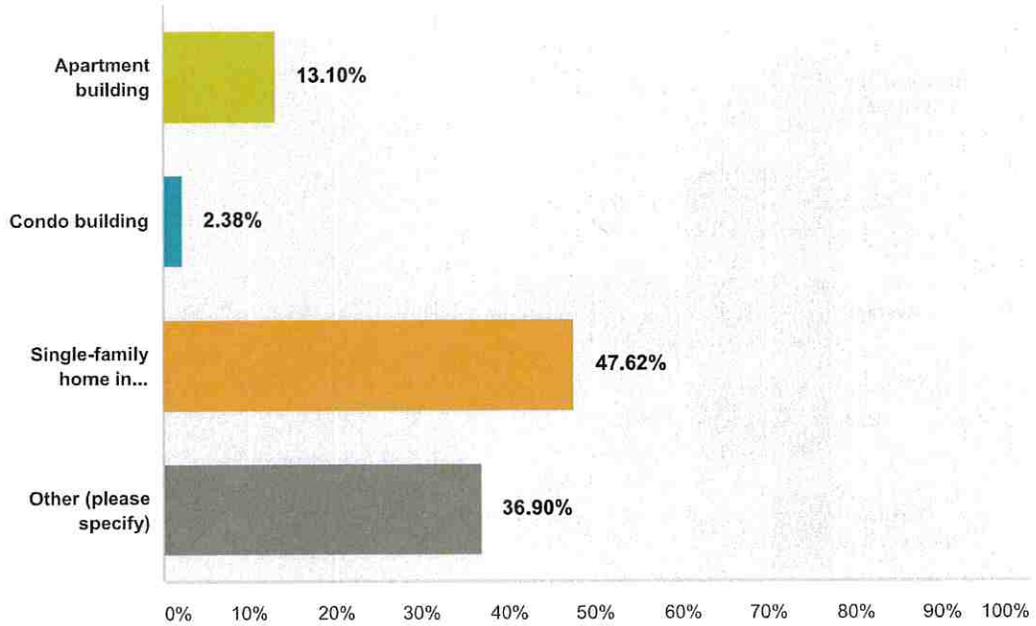
Answered: 110 Skipped: 312



| Answer Choices   | Responses |            |
|--|-----------|------------|
| Excellent - no significant problems                      | 12.73%    | 14         |
| Good   | 17.27%    | 19         |
| Average  | 40.00%    | 44         |
| Bad  | 15.45%    | 17         |
| Terrible - they avoid coming downtown because of parking | 7.27%     | 8          |
| Don't know   | 7.27%     | 8          |
| <b>Total</b>   |           | <b>110</b> |

### Q14 Which of the following best describes your residence?

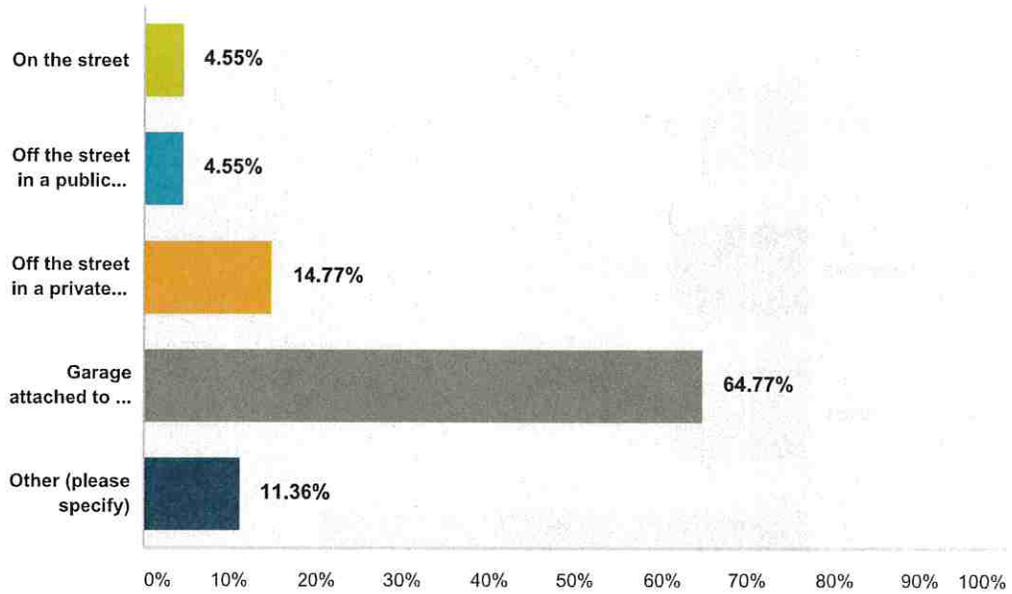
Answered: 84 Skipped: 338



| Answer Choices                      | Responses |           |
|-------------------------------------|-----------|-----------|
| Apartment building                  | 13.10%    | 11        |
| Condo building                      | 2.38%     | 2         |
| Single-family home in downtown area | 47.62%    | 40        |
| Other (please specify)              | 36.90%    | 31        |
| <b>Total</b>                        |           | <b>84</b> |

### Q15 At your place of residence, where do you park?

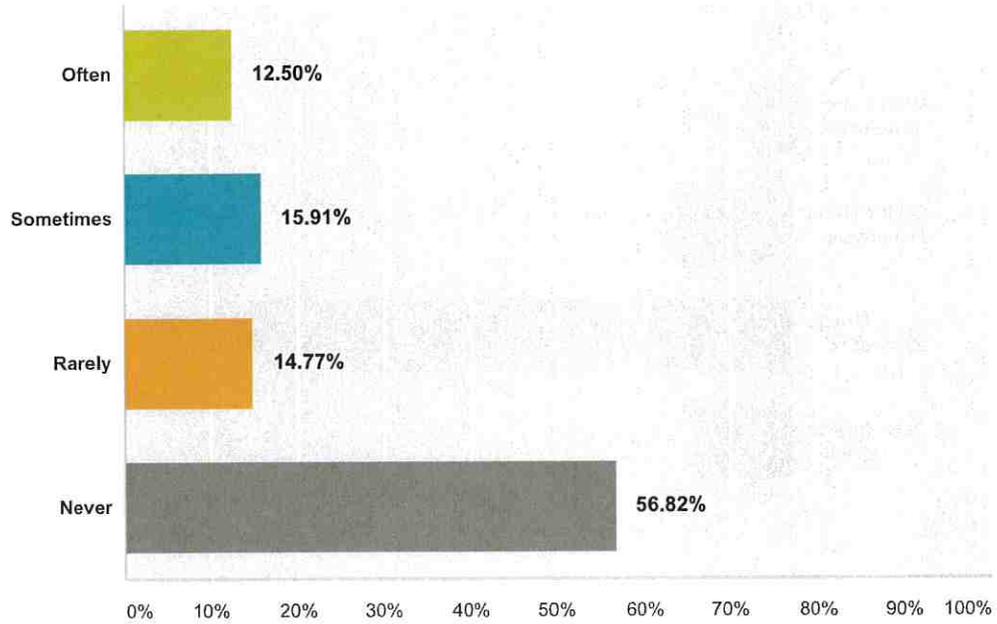
Answered: 88 Skipped: 334



| Answer Choices                          | Responses |           |
|---|-----------|-----------|
| On the street                           | 4.55%     | 4         |
| Off the street in a public surface lot  | 4.55%     | 4         |
| Off the street in a private surface lot | 14.77%    | 13        |
| Garage attached to my residence         | 64.77%    | 57        |
| Other (please specify)                  | 11.36%    | 10        |
| <b>Total</b>                            |           | <b>88</b> |

**Q16 How often do visitors downtown or downtown employees affect the convenience of parking at your residence?**

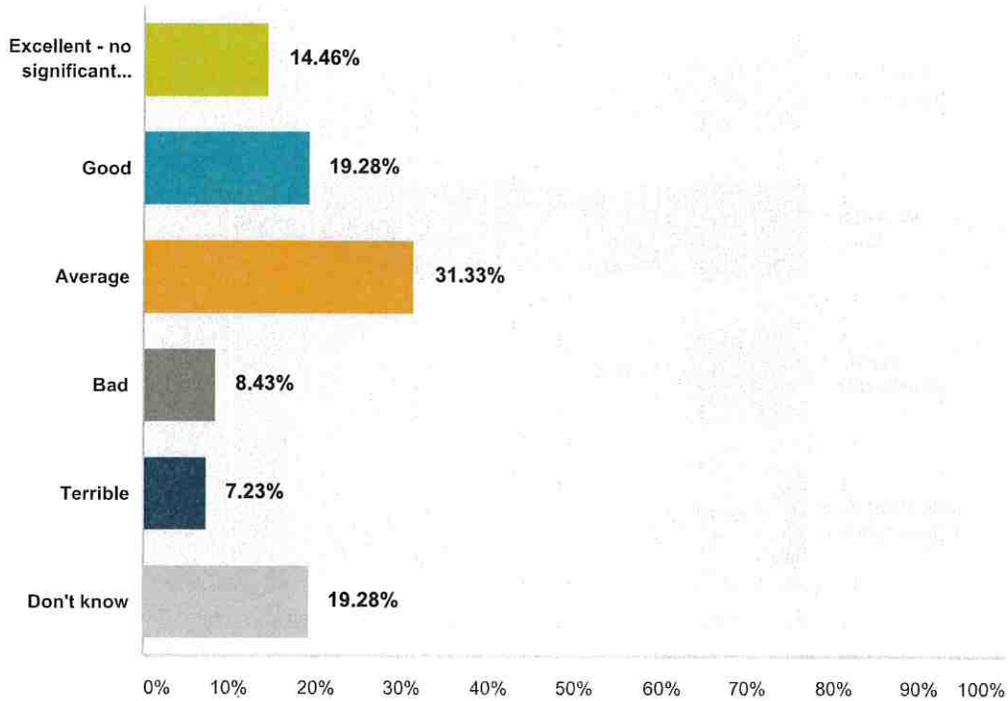
Answered: 88 Skipped: 334



| Answer Choices | Responses |           |
|----------------|-----------|-----------|
| Often          | 12.50%    | 11        |
| Sometimes      | 15.91%    | 14        |
| Rarely         | 14.77%    | 13        |
| Never          | 56.82%    | 50        |
| <b>Total</b>   |           | <b>88</b> |

**Q17 Based on what you hear from visitors to your home, how would you rate their parking experience?**

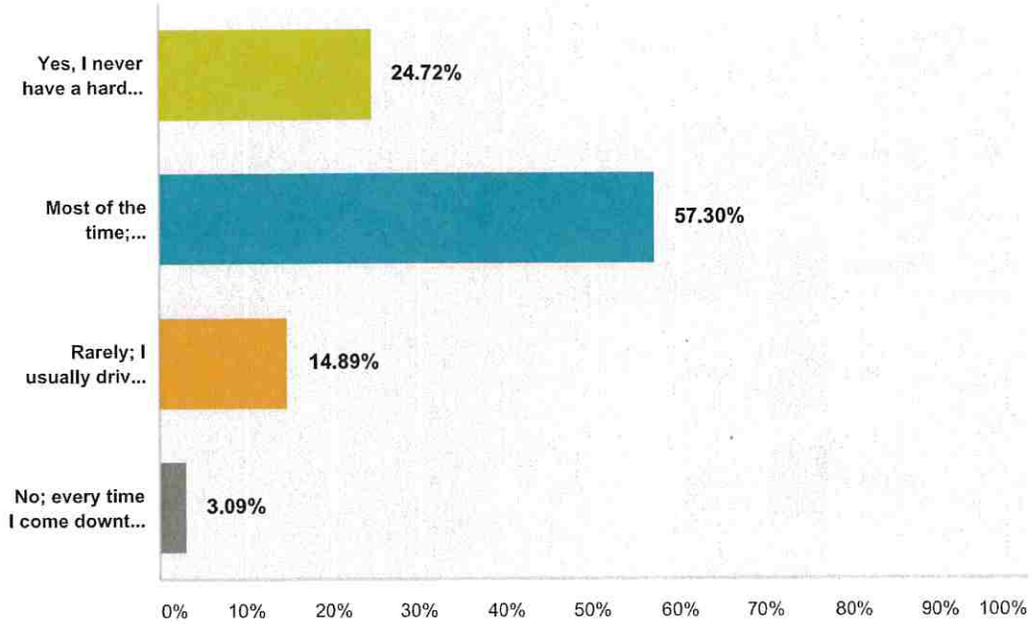
Answered: 83 Skipped: 339



| Answer Choices                      | Responses |           |
|-------------------------------------|-----------|-----------|
| Excellent - no significant problems | 14.46%    | 12        |
| Good                                | 19.28%    | 16        |
| Average                             | 31.33%    | 26        |
| Bad                                 | 8.43%     | 7         |
| Terrible                            | 7.23%     | 6         |
| Don't know                          | 19.28%    | 16        |
| <b>Total</b>                        |           | <b>83</b> |

### Q18 In general, do you consider the parking supply in downtown Burlington to be adequate?

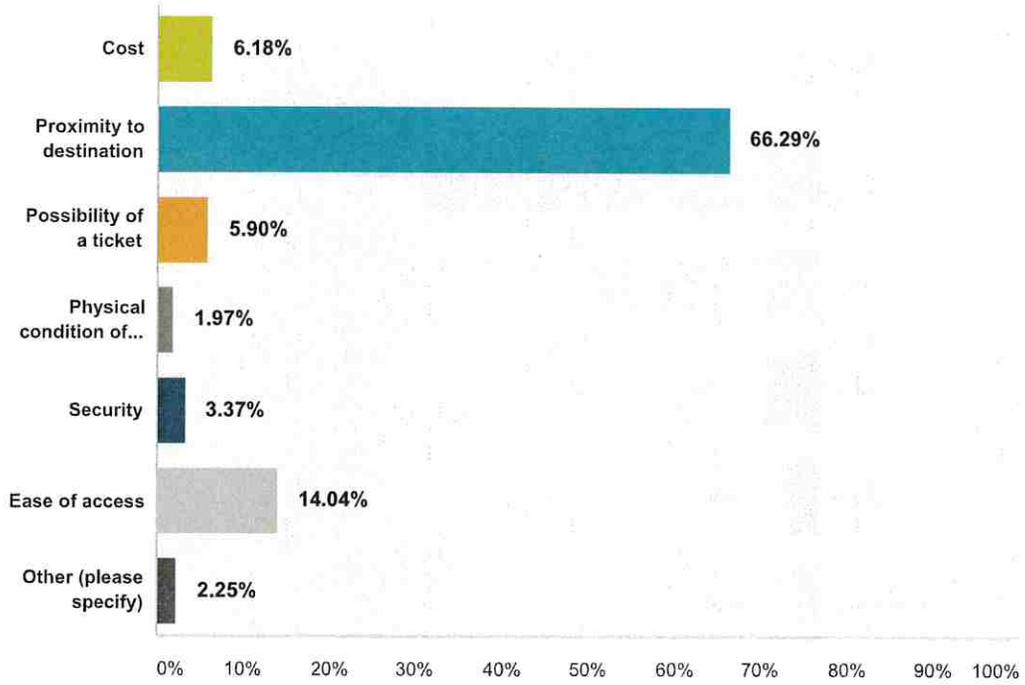
Answered: 356 Skipped: 66



| Answer Choices   | Responses |            |
|--|-----------|------------|
| Yes, I never have a hard time finding a reasonable parking spot        | 24.72%    | 88         |
| Most of the time; occasionally it can be tough to find a spot          | 57.30%    | 204        |
| Rarely; I usually drive around before I find parking                   | 14.89%    | 53         |
| No; every time I come downtown it's difficult to park (please explain) | 3.09%     | 11         |
| <b>Total</b>   |           | <b>356</b> |

### Q19 What factor is most important to you when deciding where to park?

Answered: 356 Skipped: 66

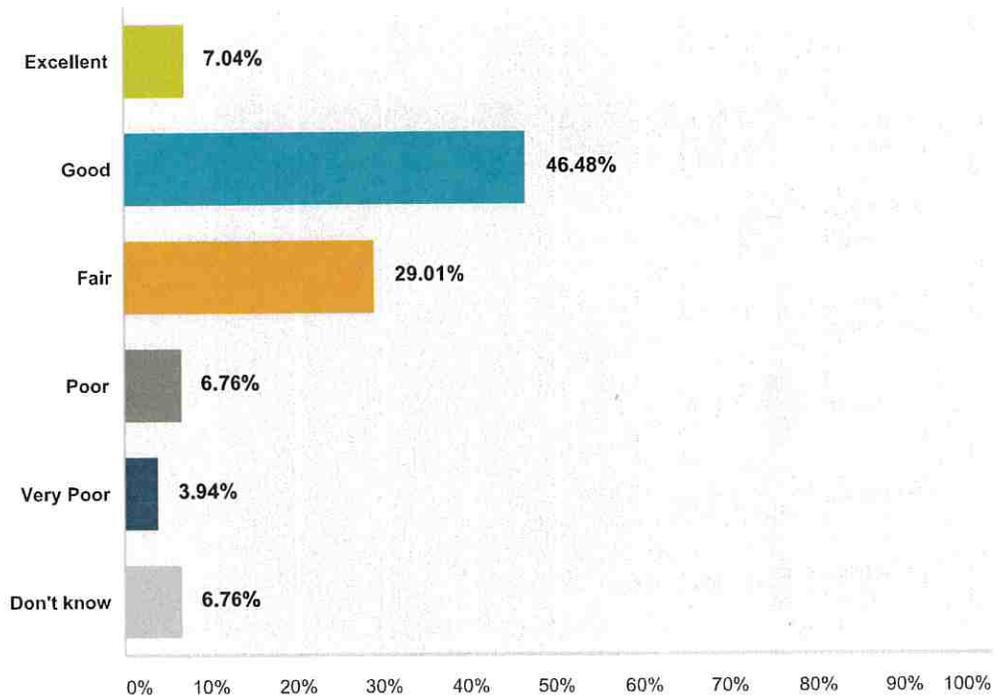


| Answer Choices                     | Responses |            |
|------------------------------------|-----------|------------|
| Cost                               | 6.18%     | 22         |
| Proximity to destination           | 66.29%    | 236        |
| Possibility of a ticket            | 5.90%     | 21         |
| Physical condition of parking area | 1.97%     | 7          |
| Security                           | 3.37%     | 12         |
| Ease of access                     | 14.04%    | 50         |
| Other (please specify)             | 2.25%     | 8          |
| <b>Total</b>                       |           | <b>356</b> |

## Downtown Parking Survey

### Q20 How would you rate the quality and clarity of the downtown parking signage?

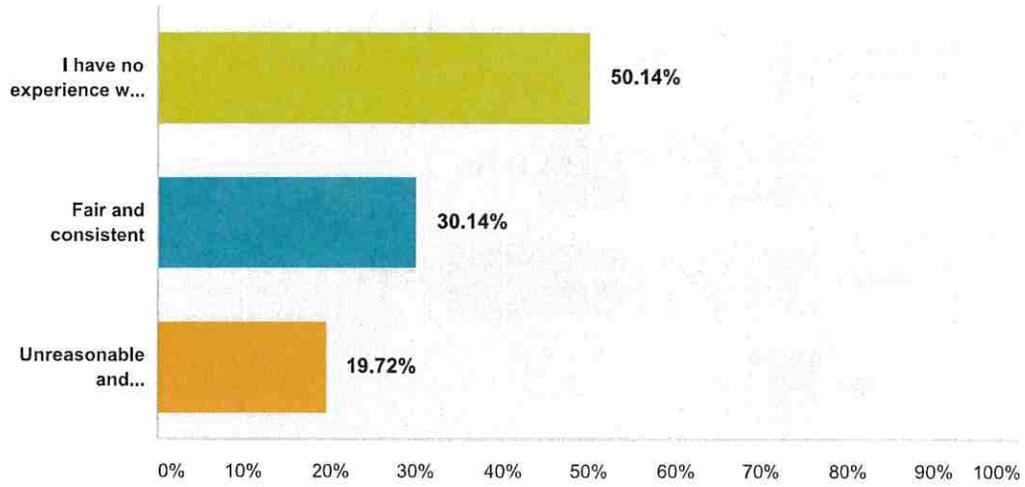
Answered: 355 Skipped: 67



| Answer Choices | Responses |            |
|----------------|-----------|------------|
| Excellent      | 7.04%     | 25         |
| Good           | 46.48%    | 165        |
| Fair           | 29.01%    | 103        |
| Poor           | 6.76%     | 24         |
| Very Poor      | 3.94%     | 14         |
| Don't know     | 6.76%     | 24         |
| <b>Total</b>   |           | <b>355</b> |

**Q21 I would describe enforcement of on-street parking regulations as:**

Answered: 355 Skipped: 67

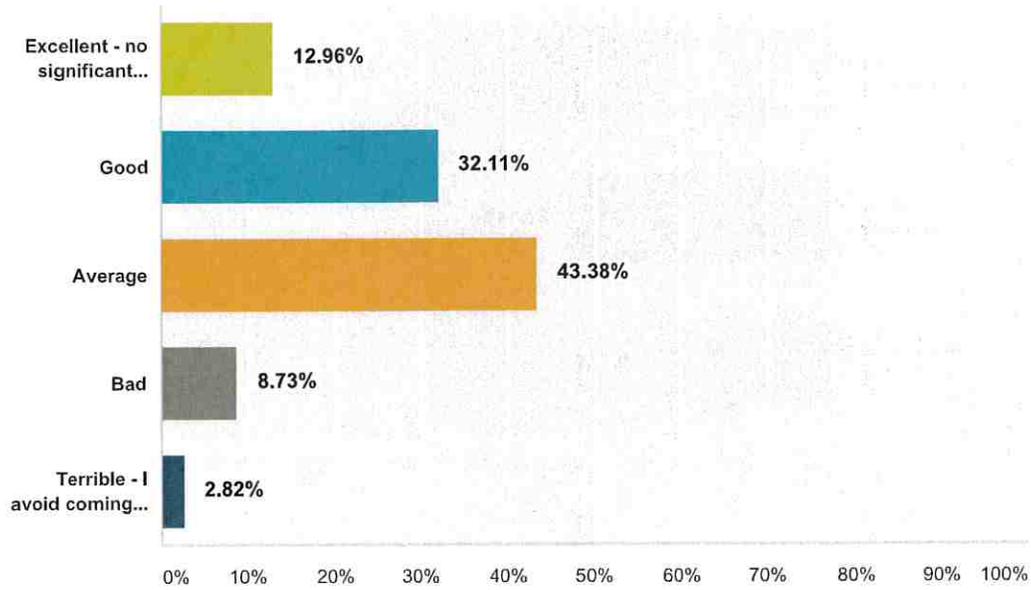


| Answer Choices   | Responses  |
|--|------------|
| I have no experience with enforcement of on-street parking regulations | 50.14% 178 |
| Fair and consistent  | 30.14% 107 |
| Unreasonable and inconsistent  | 19.72% 70  |
| <b>Total</b>   | <b>355</b> |

Downtown Parking Survey

**Q22 Overall how would you rate the parking in downtown Burlington?**

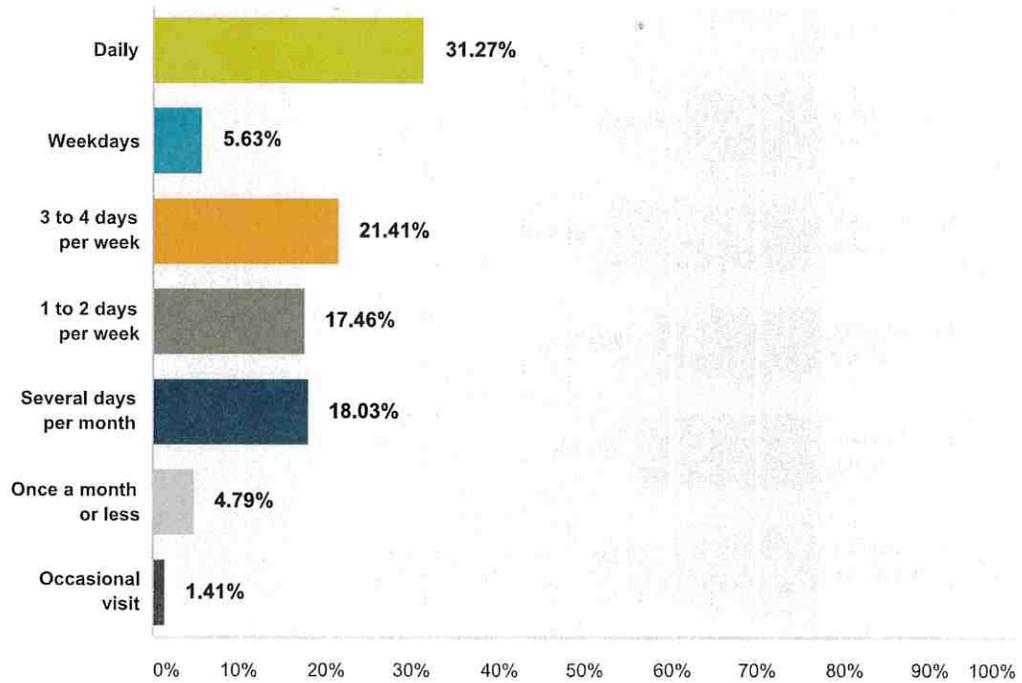
Answered: 355 Skipped: 67



| Answer Choices  | Responses | Count      |
|---|-----------|------------|
| Excellent - no significant problems                   | 12.96%    | 46         |
| Good  | 32.11%    | 114        |
| Average   | 43.38%    | 154        |
| Bad   | 8.73%     | 31         |
| Terrible - I avoid coming downtown because of parking | 2.82%     | 10         |
| <b>Total</b>  |           | <b>355</b> |

### Q23 How often are you in the downtown area?

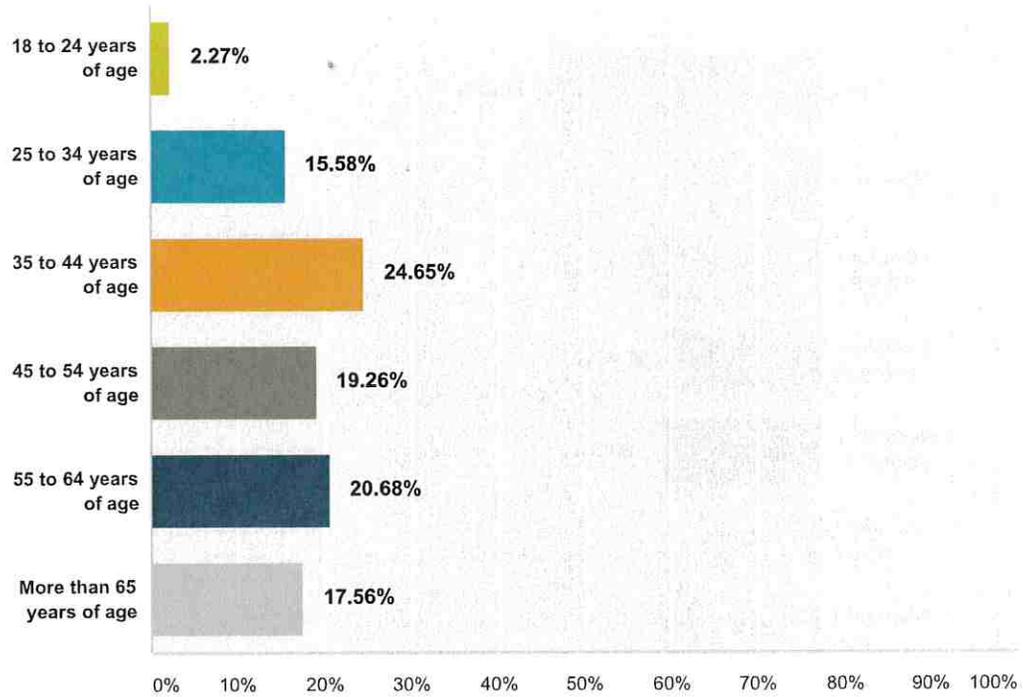
Answered: 355 Skipped: 67



| Answer Choices         | Responses |            |
|------------------------|-----------|------------|
| Daily                  | 31.27%    | 111        |
| Weekdays               | 5.63%     | 20         |
| 3 to 4 days per week   | 21.41%    | 76         |
| 1 to 2 days per week   | 17.46%    | 62         |
| Several days per month | 18.03%    | 64         |
| Once a month or less   | 4.79%     | 17         |
| Occasional visit       | 1.41%     | 5          |
| <b>Total</b>           |           | <b>355</b> |

### Q24 What is your current age?

Answered: 353 Skipped: 69



| Answer Choices            | Responses |            |
|---------------------------|-----------|------------|
| 18 to 24 years of age     | 2.27%     | 8          |
| 25 to 34 years of age     | 15.58%    | 55         |
| 35 to 44 years of age     | 24.65%    | 87         |
| 45 to 54 years of age     | 19.26%    | 68         |
| 55 to 64 years of age     | 20.68%    | 73         |
| More than 65 years of age | 17.56%    | 62         |
| <b>Total</b>              |           | <b>353</b> |

Downtown Parking Survey

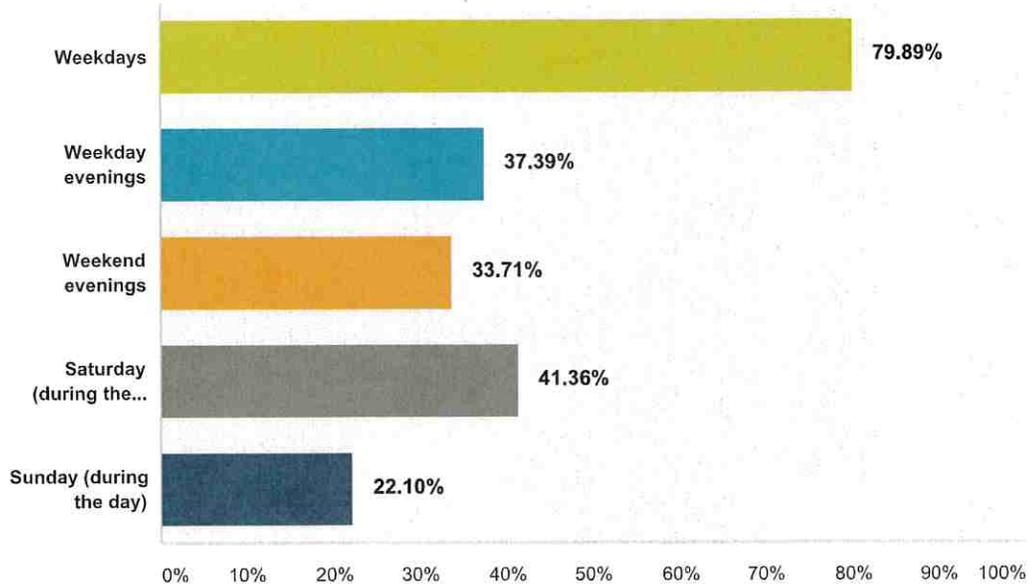
**Q25 What is your zip code?**

Answered: 346 Skipped: 76

Downtown Parking Survey

**Q26 On what days of the week do you typically park downtown? (check all that apply)**

Answered: 353 Skipped: 69



| Answer Choices                | Responses | Count |
|-------------------------------|-----------|-------|
| Weekdays                      | 79.89%    | 282   |
| Weekday evenings              | 37.39%    | 132   |
| Weekend evenings              | 33.71%    | 119   |
| Saturday (during the day)     | 41.36%    | 146   |
| Sunday (during the day)       | 22.10%    | 78    |
| <b>Total Respondents: 353</b> |           |       |



**COMMITTEE OF THE WHOLE AGENDA**

**ITEM NUMBER: 5**

**DATE:** January 3, 2017

**SUBJECT:** MOTION 17-858 to approve the official City of Burlington Employee Handbook

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

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**BACKGROUND/HISTORY:**

Pursuant to the passage of Act 10, that essentially eliminated unions with the exception of Police and Fire Personnel, the then City Administrator Kevin Lahner implemented an employee handbook to provide guidance for both employee-employer work place policies. As a matter of house-keeping and best practice, before you this evening is a revised handbook for your consideration. This handbook does not cover the represented Police and Fire Unions, nor does it cover specific authorities granted to Judges under Chapter 755 of Wisconsin Statutes or authorities granted to Library Boards under Chapter 43 of the Wisconsin Statutes.

As part of the extensive review process, a Handbook Committee comprised of personnel from Public Works, Police and Finance reviewed aspects of the handbook making policy recommendations to the Department Heads and City Administrator for possible consideration. The Department Heads held several meetings to discuss the proposed considerations and made changes that were mutually beneficial. Upon review of City staff, Labor Attorney, Kyle Guyla reviewed the handbook to ensure the legalities of the handbook.

Upon approval of the handbook, all employees with the exception of those outlined above, would be required to read and sign off on receipt of the handbook. This handbook would supersede all previously adopted Resolutions.

**BUDGET/FISCAL IMPACT:**

N/A

**RECOMMENDATION**

Staff recommends approval of the Employee Handbook.

**TIMING/IMPLEMENTATION:**

This item is scheduled for discussion at the January 3, 2017 Committee of the Whole meeting and placed on the January 17, 2017 Common Council agenda for final consideration.

**ATTACHMENTS:**

Employee Handbook



# ▶ **Employee Handbook**

The employees of the City of Burlington strive to build and enhance our community by safely, respectfully, proudly and effectively executing our daily work activities.

As an organization we are committed to continuous improvement.



## NOTES:

1. The terms of collective bargaining agreements, if present, are intended to control where a direct conflict exists with this Employee Handbook.
2. This Employee Handbook does not address the employer/employee relationship between the City of Burlington and its elected officials, or officials appointed to its various boards, authorities, committees, commissions, corporations, and advisory groups.
3. This Employee Handbook does not control the employer/employee relationship where authorities have been specifically granted to Library Boards under Chapter 43 of Wisconsin Statutes.
4. This Employee Handbook does not control the employer/employee relationship where authorities have been specifically granted to Police and Fire Commissions under Chapter 62 of Wisconsin Statutes.
5. This Employee Handbook does not control the employer/employee relationship where authorities have been specifically granted to Judges under Chapter 755 of Wisconsin Statutes.
6. Employees on leave are still considered employees and able to accrue benefits except as noted in this handbook.

## INTRODUCTION

The employees of the City of Burlington are its most valuable resource. This Employee Handbook serves as a guide to the employer-employee relationship. It is not intended to address all possible applications of, or exceptions to, the general policies and procedures described. Questions concerning eligibility for a particular benefit, or the applicability of a policy or practice to an individual employee, should be addressed to the appropriate department head or the Office of the City Administrator and final decisions regarding eligibility for benefits, benefits provided, or the applicability of a policy or practice are reserved to the City or the appropriate plan administrator as required by law. Neither this Employee Handbook nor any other City document confers any contractual right, either express or implied, including the right to remain in the City's employ. Nor does it guarantee any fixed terms and conditions of employment. Employment is not provided for any specific time and may be terminated "at will", with or without reason and with or without prior notice, by the employee or by the City. Employees may resign for any reason at any time. Only the Common Council, the Mayor, and the City Administrator have the authority to enter into agreements for employment for a specified period of time, or to create an agreement between an employee and the City, and such an agreement must be approved through a duly-noticed meeting of the Common Council, executed by the Mayor and attested by the Clerk in order for it to be effective. The procedures, practices, policies, and benefits described herein may be modified or discontinued from time to time by the City. To the extent this employee handbook conflicts with specific language in applicable collective bargaining agreements covering certain personnel, the specific language of the collective bargaining agreement shall control over the language of this handbook when required. Any wages, hours and working conditions referenced in this handbook that are subject to the mandatory duty to bargain are not binding on the City and those represented employees or the union, although the represented employees are expected to follow the rules and expectations of conduct found in this manual. This Employee Handbook supersedes, replaces, and terminates any prior employee manuals, department policies or practices, council resolutions, ordinances or motions, or to the extent permitted by law.

This is a copy of the receipt you will sign for this book from Appendix H. The original with signature will be in your employee file.

### **RECEIPT FOR EMPLOYEE HANDBOOK**

I acknowledge that I have received a copy of the City of Burlington Employee Handbook. I will read it thoroughly, including the statements in the introduction describing the purpose and effect of the Handbook. If there is any policy or provision in the Handbook that I do not understand, then I understand it is my responsibility to seek clarification from the Administrator or Department Head. No supervisor or other representative of the City (except the City Administrator) has the authority to enter into any agreement for employment, or to make any agreement as to my employment, benefits or compensation, and I understand that such an agreement must be in writing, intended to be a contract, and approved by the Common Council at a duly-noticed meeting and executed by the Mayor and attested by the Clerk. In addition, I understand that this Handbook contains City of Burlington policies and practices in effect on the date of publication. I understand that nothing contained in the Handbook may be construed as creating a promise of future benefits or a binding contract with the City of Burlington for benefits or for any other purpose. I also understand that these policies and procedures are continually evaluated and may be amended, modified or terminated at any time by the City. I understand my employment is at will and I may terminate my employment at any time or the City may terminate my employment for any lawful reason or no reason and with or without notice.



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## GENERAL INFORMATION

For further information on the following topics, please refer to the appendix at the back of this handbook:

Appendix A: Non-Discrimination and Anti-Harassment Policy

Appendix B: Health Insurance Privacy Policy

Appendix C: Americans with Disabilities Act (ADA)

Appendix D: Grievance Policy and Procedure

Appendix E: Flextime Policy for Exempt Employees

Appendix F: Electronic Tablet Usage

Appendix G: Social Media and Networking

Appendix H: Receipt of Handbook

This handbook is subject to change at the discretion of the City of Burlington and is meant as a general employee guide. Your department head may have additional practices, procedures or guidelines specific to your job duties, or specific to the department in which you work. See your supervisor for this information. Your Department Head cannot provide for any additional pay or benefits without authorization of the Common Council. For answers to questions regarding this handbook or the information it contains, see your Supervisor, Department Head, Payroll & Benefits Coordinator or the City Administrator.

### **Equal Employment Opportunity Policy Statement**

Equal Employment Opportunity has been, and will continue to be, a fundamental principle at the City of Burlington, where employment is based upon personal capabilities and qualifications without discrimination because of race, color, religion, sex, age, national origin, disability, genetic information or testing, or any other protected characteristic as established by law. This policy of Equal Employment Opportunity applies to all policies and procedures relating to recruitment and hiring, compensation, benefits, termination and all other terms and conditions of employment.

The City is committed to making reasonable accommodation in job duties, the work environment, and the application process to enable a qualified individual with a disability to enjoy equal employment opportunities, as long as such accommodations do not constitute an undue hardship on the City. Employees or applicants needing accommodation should contact the City Administrator or Department Head.

The City will not refuse to hire or to keep employed an individual because of an arrest or conviction record unless it is determined that there is a substantial relationship to the position with the City and the circumstances of the conviction or pending charges, or if employment depends on the ability of the individual to be bonded and the individual is not bondable due to an arrest or conviction record. An employee's failure to maintain a necessary qualification for a job that may emanate from an arrest or conviction, such as suspension of a license, may also be considered by the City and may result in termination or other change in employment status. The City reserves all rights to conduct its own investigations and make decisions from its own investigations regarding any matter germane to an arrest or conviction related situation. The City may refuse to hire an applicant or may suspend from employment an employee who is subject to a pending criminal charge, if the circumstances of the charge substantially relate to the responsibilities of the job applied for or held.

The City Administrator has overall responsibility for this policy. Employees' questions or concerns should be referred to the City Administrator.

The City treats its equal employment opportunity obligations with the utmost seriousness and appropriate remedial action may be taken to remedy any violation and substantial disciplinary action may be taken against any employee who violates this policy.

### **Conflict of Interest and Outside Employment Statement**

The City of Burlington expects employees to conduct business according to the highest ethical standards of conduct. Employees are expected to devote their best efforts to the interests of the City of Burlington. Business dealings that appear to create a conflict between the interests of the City and an employee are unacceptable. The City recognizes the right of employees to engage in activities outside of their employment which are of a private nature and unrelated to the City's business and the public's interests. However, the employee must disclose any possible conflicts so that the City may assess and prevent potential conflicts of interest from arising. A potential or actual conflict of interest occurs whenever addressed by law, including when an employee is in a position to influence a decision that may result in a personal gain for the employee or an immediate family member as a result of the City's business dealings. Although it is not possible to specify every action that might create a conflict of interest, this policy sets forth the ones which most frequently present problems. If an employee has any question whether an action or proposed course of conduct would create a conflict of interest, then the employee should immediately contact the Administration Department to obtain advice on the issue. The purpose of this policy is to help employees avoid a conflict of interest that might arise. A violation of this policy will result in appropriate discipline, up to and including immediate termination.

**Outside Employment:** Employees are required to obtain written approval from their supervisor before participating in outside work activities. Approval will be granted unless the activity conflicts with the City's interest. In general, outside work activities are not allowed when they:

- Prevent the employee from fully performing work for which he or she is employed at the City, including overtime assignments; Involve individuals or organizations that are doing or seek to do business with the City, including vendors or customers;
- Impugn the reputation of the employee or the City and the City's interests;
- Inherently are inconsistent with the interests of the City and public service; or
- Violate provisions of law or the City's policies or rules.

From time to time, City employees may be required to work beyond their normally scheduled hours. Employees must perform this work when requested. In cases of conflict with any outside activity, the employee's obligations to the City must be given priority. Employees are hired and continue in City's employ with the understanding that the City of Burlington is their primary employer and that other employment or commercial involvement which is in conflict with the business interests of the City of Burlington is strictly prohibited. Employees who fail to fulfill responsibilities to the City may be subject to disciplinary action up to and including discharge.

**Financial Interest in Other Business:** An employee and his or her immediate family may not own or hold any significant interest in a potential or actual supplier, service provider, or customer of the City, except where such ownership or interest consists of securities in a publicly owned company and that securities are regularly traded on the open market.



**Acceptance of Gifts:** No employee may solicit or accept gifts of substantial value, lavish entertainment or other benefits from others, including potential and actual customers, suppliers or service providers. Special care must be taken to avoid even the impression of a conflict of interest. An employee may entertain others if such entertainment is consistent with accepted business practices, does not violate any law or generally accepted ethical standards and the public disclosure of facts will not embarrass the City, but the employee should not accept anything of substantial value. Any questions regarding this policy should be addressed to the Administration Department.

**Reporting Potential Conflicts:** An employee must promptly disclose actual or potential conflicts of interest, in writing, to his or her supervisor. Approval will not be given unless the relationship will not interfere with the employee's duties or will not damage the City's relationship.

## **PERFORMANCE AND PAY**

### **Personnel Records**

To keep necessary City records up to date, it is extremely important that you notify the Payroll and Benefits Department of any changes in the following information:

- Name and/or marital status
- Address and/or telephone number
- Number of eligible dependents
- W-4 withholdings
- Driver's License Changes
- Person to contact in case of emergency

### **Personnel Files**

Access to employment records is generally limited to the employee, supervisor, manager and City Administrator and as permitted by law. Requests for information may be honored when a written release of information is obtained from the employee or when release is required by law.

The Payroll & Benefits Coordinator and/or HR will maintain personnel records for all employees. Personnel records include, but may not be limited to: applications, wage rates, attendance records, classification materials, performance appraisals, change of status forms, and all disciplinary documents. Employees should report all changes in personnel status immediately in order to keep personnel files current.

All employees hired after November 6, 1986 are subject to employment verification using the U.S. Immigration and Naturalization Service I-9 Form. All I-9 Forms and copies of supporting documentation will be kept in a separate file. Medical records pertaining to work will also be kept in a separate file.

Employees are able to inspect their personnel records and should refer to Wisconsin State Statute 103.13. The City reserves its right to charge a reasonable fee for reproduction of records.

### **Probation Period**

The first six (6) months of employment are considered to be a trial or training period for new employees hired into a regular position. The City utilizes a longer and formal probationary period for certain positions as follows:

- Fire department - 1 year
- Dispatchers – 1 year
- Library Aides – 1 year

During a probationary period, the employee's supervisor and co-workers will help the employee to achieve satisfactory job performance. Employees are encouraged and expected to ask any questions concerning the job and its responsibilities. This is a time for the employee to also determine if she/he is satisfied with the position. If the employee's job performance is found to be inconsistent with acceptable standards at any time during the trial period, then employment may be terminated. The City reserves the right to extend the training period at its discretion. Completion of the introductory period does not guarantee continued employment for any specified period, guarantee a salary increase, or modify or change the employee's "at will" status or require an employee be discharged only for just cause, except as required by Wis. Stat. 62.13(5) for sworn police officers and firefighters who become subordinates. During this probationary period, employees are not eligible to utilize the grievance procedure for employment discipline or termination matters.

### **Exempt Salaried Employees**

Exempt salaried employees by the nature of their professional position may regularly be required to work more than 40 hours per week. Exempt employees are not eligible for compensatory time off, but may be allowed to work a flexible schedule in lieu of compensatory time. Any flex hours taken off may only be taken with the approval of the City Administrator or Department Heads. Salaried employees shall have their annual salary divided by fifty-two to create a weekly salary and then multiplied by two to create twenty-six bi-weekly amounts to compute their bi-weekly pay. For additional information on the Flextime Policy reference Appendix E.

### **Job Classifications**

Based on the needs of the City, employees are classified within the following categories:

- Regular Full-Time Employees
- Regular Part-Time Employees
- Seasonal or Temporary Employees

A regular full-time employee is an employee who is designated by the City as a regular full-time employee and who works a regular schedule and is expected to normally work thirty-seven (37) or more hours per work week. Regular full-time employees may be classified as exempt or non-exempt based on the requirements of the Fair Labor Standards Act. An exempt employee is not compensated for overtime hours worked and a non-exempt employee is compensated for all overtime hours worked. Regular full-time employees are eligible to receive benefits from the City. In order to receive benefits as a full-time employee, an employee must be designated by the City as a regular full-time employee.

A regular part-time employee with benefits is an employee who is designated by the City as a regular part-time employee with benefits and who works a regular schedule and the expectation is for that employee to work thirty (30) hours per week or 130 hours per month.



A regular part-time employee without benefits is an employee who is designated by the City as a regular part-time employee without benefits and who works a regular schedule and the expectation is for that employee to work less than thirty (30) hours per week. In order to receive benefits, a regular part-time employee must be designated by the City as a regular part-time employee with benefits.

A seasonal or temporary employee is hired for a specified project or time frame, and may work a regular or irregular schedule. Seasonal or temporary employees in a non-exempt position are paid by the hour while a seasonal or temporary employee in an exempt position is paid according to the terms of hire for that individual. Seasonal and temporary employees do not receive any additional compensation or benefits provided by the City unless required by law.

A volunteer is an individual who chooses to act in recognition of a need, with an attitude of social responsibility and without concern for monetary profit, going beyond one's basic obligations. A volunteer must abide by all policy expectations and nondiscrimination, anti-harassment and anti-retaliation policies and rules.

Unless expressly prescribed by statute or contract, all employees of the City of Burlington are employed "at will," which means that their employment may be terminated at any time and for any reason, with or without advance notice, at the option of either the employee or the employer.

### **Hours of Work**

The work week for the City of Burlington is normally Sunday through Saturday unless a different work week is assigned. The City may prescribe a longer work period for police officers and firefighters up to 28 days. A regular work week for full-time employees consists of at least 37 hours.

Work schedules for employees vary throughout the organization and may be individualized. Scheduled hours of work are set by Department Heads who will advise employees of their individual work schedules. Staffing needs and operational demands may necessitate variations in starting and ending times, days of the week worked, as well as variations in the total hours that may be scheduled each day and week.

Some operations that need to be staffed continuously may not run Sunday through Saturday. Employees are expected to follow the schedule assigned to them by the department for which they are working. This schedule will include start times and end times.

Flextime scheduling may be available in some cases to allow employees to vary their starting and ending times each day within established limits, with prior supervisor approval.

### **Performance Reviews**

Employees may receive informal guidance and performance evaluation as well as a formal performance review on a periodic basis. Through the performance review process, employees will receive constructive work reviews designed to address performance and skill developmental needs and interests.

### **Promotions or Transfers**

The City will consider promoting or transferring internal candidates into vacant positions provided that these candidates have required skills and qualifications to fill the positions. The City reserves its right to consider and select external candidates.

Applications for vacant positions will be made available upon request. Applicants may be evaluated based upon a formal written performance appraisal that will assess demonstrated skills and abilities to perform the essential functions of the vacant position.

Employees promoted or transferred will begin a new probationary period. An employee who is unsuccessful within the probationary period of being promoted or transferred may be given the opportunity to return to his/her former position or a comparable one, if such a position is available, and if it is in the best interest of the City to do so.

### **Longevity Pay**

Longevity Pay is a way for the City of Burlington to reward Full-Time employees' additional pay for their length of service as follows:

5 years of service: You will receive an additional \$.05 per hour worked added to your regular hourly rate

10 years of service: You will receive an additional \$.10 per hour worked added to your regular hourly rate

15 years of service: You will receive an additional \$.15 per hour worked added to your regular hourly rate

Exempt employees will be paid based on the rates above times their per pay check hours as a separate pay code.

### **Premium Pay/Compensatory Time for Non-Exempt hourly employees**

With the exception of exempt personnel, the City will compensate nonexempt employees at the rate of time and one-half for all hours worked in excess of 40 hours per work week. Police Officers and firefighters are only eligible for overtime compensation for hours worked above the statutory required amount for the designated work period up to 28 days. Overtime will not be paid nor compensatory time accrued simply because an employee has worked more than 8 hours in a day or worked on a particular day. In calculating overtime, paid time off such as vacation, sick days, holidays and compensatory time used will not be counted as hours worked. Thus an employee must actually work more than 40 hours in a work week to be eligible for overtime. All overtime must be approved by the employee's supervisor prior to the overtime actually being worked.

For specific departments, the City may adopt specific incentives for premium pay unrelated to overtime pay required by state and federal law, but such policies may change based on various factors including the results of compensation studies.

### **Non-Exempt Employees**

Non-exempt non-represented employees who are compensated on an hourly basis are eligible to earn compensatory time in lieu of payment for hours worked in excess of 40 hours per week at the rate of time and one half for overtime up to a maximum of 120 hours annually. Requests to use compensatory time off by any employee must be made at least 7 days in advance and may only be used with advance approval by the supervisor. No employee may accrue more than 120 hours of compensatory time each calendar year. (For example, if an employee has accrued 120 hours of compensatory time and takes 8 hours of compensatory time off, that employee may not accrue additional compensatory time during the year). If accrued compensatory time is unutilized before the last pay period at year end, then the employee shall be compensated for the accrued time on the last paycheck of the year. If an employee desires to accrue compensatory time in lieu of payment for hours worked, the request must be identified by the employee on the time sheet for the pay period in which it was earned. If an employee changes paygrade during the year, all Comp Time hours will be paid out to the employee at the old rate of pay. If the employee has not earned the maximum of 120 hours in the old paygrade they can still earn the difference under the new paygrade until they reach the maximum. Because staffing levels and the services



provided to the community throughout the year vary, the City reserves its right to pay out compensatory time off during the year among other legitimate reasons.

### **Department of Public Works**

The Department of Public Works requires employees to be scheduled on call for a period of one week, for example: Monday at 7:00 a.m. to the following Monday at 7:00 a.m. The weekly on call shift will rotate among the employees as specified by the Director of Public Works. While on-call duty and outside of scheduled hours, if an employee is called in and then reports to the worksite as a result of the call in, then the employee will be paid a minimum of two (2) hours call in pay or the hours worked, whichever is greater. Employee's that are not scheduled on call and need to come into work, would also receive the minimum two (2) hours call in pay or the hours worked, whichever is greater. On call is defined as the time an employee spends away from work but required to be ready and available for work, should the need arise. Ready for work means the employee is free to use his or her time for personal uses but is also physically and mentally able and ready for work, has not been consuming alcohol or other mind altering substances, does not have any limitation preventing work, and has the availability of being contacted and responding within 20 minutes. Employees who are scheduled on-call and do not fulfill their on call responsibilities, including reporting within the mandatory response time and working efficiently and productively, may be subject to disciplinary consequence up to and including discharge.

### **Pay Periods/Time Sheet**

The pay period for employees is bi-weekly and by way of direct deposit only. Payroll is normally prepared and distributed on the Friday following the two-week pay period. If that Friday is a paid holiday, the pay date will normally be the last work day immediately preceding the holiday. Salary or wage advances are prohibited. The attendance of all employees is recorded by each employee and issued to his or her department and is then submitted to the Payroll and Benefits Department bi-weekly. Our attendance records are City records, and care must be exercised in ensuring accuracy in recording the hours worked, overtime hours, and absences. Employees are not to clock or sign in or out for other employees. Each employee is responsible only for his or her own recordkeeping. Every employee is required to complete a weekly time sheet in accordance with approved format and record the hours worked, vacation time, sick leave, personal holidays, family leave, compensatory time, and other leave. It is the employee's responsibility to adhere to the hours of work noted in the employee classifications and to ensure the accuracy of his or her time records. Each time sheet shall be signed by the employee, submitted to the Department Head for verification, signature and forwarded to the Payroll Department by 10:00 a.m. every Monday of the bi- weekly payroll period. The Department Head is responsible for ensuring their employees comply with submitting time records. It is the Department Head's responsibility to fill out and sign the time sheet in the case an employee is sick, on vacation, or on other approved leave for an extended period of time. Violations of this policy may result in disciplinary action, up to and including termination.

### **Salary and Wages**

A statement of earnings is given each pay period to employees indicating:

- Gross Pay
- Payroll Deductions
- Voluntary Deductions (deferred comp, life ins, health, vision ins etc.)

The amount of Federal withholding is affected by the number of exemptions claimed on Form W-4, Employee's Withholding Allowance Certificate. If an employee wants to claim a different number of exemptions for State withholding they will need to complete the employee's Wisconsin Withholding Exemption Certificate.

### **3. WORKPLACE POLICIES**

#### **FLSA Safe Harbor Policy**

The City has created this Safe Harbor Policy for employees who are classified as exempt under the Fair Labor Standards Act (FLSA). This policy's purpose is to:

Identify principles of public accountability and authority for salary deductions in full or partial day increments;

Announce our "good faith" commitment to comply with the regulations and our commitment to reimburse employees for any improper deductions;

Clearly state and inform our employees of the procedures and exceptions surrounding permissible salary deductions;

Define "actual practice" in relation to improper salary deductions; and

Inform our employees of a complaint mechanism if the employee believes that their pay has been improperly deducted.

#### ***Our Good Faith Commitment***

The City is committed to complying with the pay practices governed by the FLSA

#### **Principles of Public Accountability**

The foundation of the City's administrative practices is derived from the public's desires that their government be resourceful and accountable to the public for expenditures from the public treasuries. The public's trust includes the notion that the use of public funds should always be in the public interest and not for private gain, including the view that public employees should not be paid for time they do not work that is not otherwise guaranteed to them under a pertinent civil service employment agreement or policy, such as a policy providing for paid time off. The public's trust also does not tolerate wasteful or abusive expenses such as padded payrolls, "phantom" employees, or misuse of resources, nor shall the City employ such payroll practices. The public expects government workers to be resourceful and available during normal business operating hours and when necessary to perform services and duties, and the City's scheduling and payroll practices shall meet that expectation.

#### **Permissible Salary Deductions**

Being an exempt employee means you are not entitled to receive overtime pay regardless of how many hours you work each week. Exempt status also means you are guaranteed a salary of a "predetermined amount" and the amount cannot be reduced because of variations in the quality or quantity of work that you perform.

There are certain instances when the City is allowed to deduct wages from an exempt employee's salary. These permissible deductions are as follows:



When an employee is absent from work for one or more full days for personal reasons, other than sickness or disability and the employee has no vacation, personal business days or floating holiday remaining for the year;

When an employee is absent from work for one or more full days due to sickness or disability, if the deductions are made under a bona fide plan, policy, or practice of providing wage replacement benefits for these types of absences, such as Income Continuations Insurance, LTDI, and or when the employee has no vacation, sick leave, personal business days or floating holiday remaining for the year;

Proportionate part of an employee's full salary may be paid for time actually worked in the first and last weeks of employment if less than regular-full time.

To offset any amounts received as payment for witness fees or military pay.

Penalties imposed in good faith for violating safety rules of "major significance";

Unpaid disciplinary suspension of one or more full days imposed in good faith for violations of workplace conduct rules such as insubordination, harassment/sexual harassment, workplace violence, or other policies as covered under the Employee Handbook.

Unpaid leave taken under the Family and Medical Leave Act, including partial day deductions when intermittent leave is used; and

Pursuant to principles of public accountability, under which the employees accrues paid time off and which requires the employee's pay to be reduced or such employee to be placed on leave without pay for absences for personal reasons or because of illness or injury of less than one work-day when accrued leave is not used by an employee because: (1) permission for leave has not been sought or has been sought and denied; (2) accrued leave has been exhausted; or (3) the employee chooses to use leave without pay.

Deductions from the pay of an employee of a public agency for absences due to a budget-required furlough.

As otherwise permitted by law.

#### *Actual Practice of Improper Deductions*

Isolated or inadvertent improper deductions will not result in the loss of an employee's exempt status if the employer reimburses the employee. However, an "actual practice" of making improper deductions from salary will result in the loss of the exemption:

During the time period in which improper deductions were made

For employees in the same job classifications working for the same managers responsible for the actual improper deductions.

Factors that may suggest an actual practice of improper salary deductions include:

The number of improper deductions, particularly as compared to the number of employee infractions warranting discipline;

The time period during which the employer made improper deductions;

Whether the employer has a clearly communicated policy permitting or prohibiting improper deductions.

### *Filing a Complaint*

Improper deductions are a serious violation of this Policy. If you feel improper deductions have been made from your paycheck, please contact the City Administrator immediately. Once notified, the City will work with you to resolve the issue and reimburse you if an improper deduction had in fact been made.

If you feel the resolution offered by the City is unsatisfactory or unlawful, then you may file a complaint with the U.S. Department of Labor, Wage and Hour Division either by mail or in person.

### **Residency**

Residency within a specific radius of the City limits may be required pursuant to applicable state law. Employees subject to a residency requirement will receive notice of the requirement.

### **On the Job Attendance, Punctuality and Dependability**

Employees shall report promptly to their designated place of work at the designated starting time and shall devote their entire efforts during working hours to assigned duties. Dependability, attendance, punctuality, and a commitment to do the job right are essential at all times. As such, employees are expected to work on all scheduled work days and during all scheduled work hours and to report to work on time. An employee must notify his or her supervisor as far in advance as possible, but not later than one hour before his or her scheduled starting time if he or she expects to be late or absent. This policy applies for each day of his or her absence unless the employee is relieved of this directive. A careful record of absenteeism and lateness is kept by the employee's supervisor and is part of the personnel record. To the extent permitted by law, absenteeism and lateness lessen an employee's chances for advancement and may result in discipline up to and including termination. Non-represented employees are expected to work a regular work schedule. Adjustment to the schedule may be permitted with the express approval of the City Administrator, Supervisor or Department Head. Exempt employees who work more than 40 hours in a week may be allowed time off as Flex hours with the approval of their Supervisor.

### **Internal Complaint Procedures**

To foster sound employee-employer relations through communication and reconciliation of work related problems, the City of Burlington encourages employees to speak with their supervisor, manager or administration about employment related concerns. If the situation does not get resolved and the employee feels a complaint is in order, then please refer to appendix D: Grievance Procedure.

### **Appearance and Conduct**

An employee's appearance reflects the City's image to the public. All employees are expected to be clean and to be concerned with good personal hygiene. Discretion, regard for professionalism, and good judgment are expected in dress and grooming during working hours or when representing the City. Unkempt appearance can offset many other fine qualities and can negatively reflect the City's image, therefore management reserves the right to counsel and discipline employees regarding dress or appearance deemed to be inappropriate.

In departments where uniforms are required, those employees are expected to follow the uniform requirements of their department. Where there are clothing or personal protective equipment requirements that are necessary for a safety or other job performance reason, employees must comply with those requirements.



### **Solicitations, Distributions and Use of Bulletin Boards**

Employees may not solicit anyone during working time, nor may employees distribute literature in work areas at any time. Under no circumstances may an employee disturb the work of others to solicit or distribute literature to them during their working time. Persons not employed by the City of Burlington may not solicit City employees for any purposes on City of Burlington premises. Bulletin boards maintained by the City of Burlington are to be used only for posting or distributing material of the City of such as announcements and notices containing matters directly concerning City business. All posted material must have authorization from a department head. All employees are expected to check these bulletin boards periodically for new or updated information and to follow the rules set forth in all posted notices.

### **Anti-Nepotism Policy-Employment of Relatives**

Members of an employee's immediate family will be considered for employment on the basis of their qualifications, however, immediate family may not be hired if employment would:

- Create a supervisor to subordinate relationship with an immediate family member;
- Have the potential for creating an adverse impact on work performance; or
- Create either an actual conflict of interest or the appearance of a conflict of interest.

This policy must also be considered when assigning, transferring, or promoting an employee. For the purpose of this policy, immediate family includes: spouse, parent, child, sibling, in-law, aunt, uncle, niece, grandparent, grandchild, and members of household. This policy also applies to romantic relationships wherein the affected persons will be treated, for purposes of this policy, as immediate family members.

Employees who become immediate family members or establish a romantic relationship may continue employment as long as it does not involve any of the above issues. If one of the issues outlined should occur, then attempts may be made to find a suitable position within the City to which one of the employees will transfer or the City may make reasonable efforts to assign job duties so as to minimize problems of supervision, safety, security or morale. If accommodations of this nature are not feasible, the City will decide in its sole discretion who will remain employed unless either or both employees voluntarily resign.

### **Romantic or Sexual Relationships**

Consenting romantic or sexual relationships between a supervisor and an employee are contrary to the best interests of the City. Accordingly, the City prohibits such relationships and any conduct (such as dating between a supervisor and an employee) that is designed or may reasonably be expected to lead to the formation of a romantic or sexual relationship.

If a romantic or sexual relationship between a supervisor and an employee should develop, it shall be the responsibility and mandatory obligation of the supervisor to promptly disclose the existence of the relationship to the Administration Department. The employee may make the disclosure as well, but the burden of doing so shall be upon the supervisor. Upon being informed or learning of the existence of such a relationship, the City may take all steps that it, in its discretion, deems appropriate. At a minimum, the employee and supervisor will not thereafter be permitted to work together and the supervisor must withdraw from participation in activities or decisions (including, but not limited to, hiring, evaluations, promotions, compensation, work assignments and discipline) that may reward or disadvantage any

employee with whom the supervisor has or has had such a relationship. If accommodations of this nature are not feasible, the City will decide in its sole discretion whether to reassign or terminate the supervisor.

## **Use of City Property**

### **Employer Information and Property**

The protection of the City's property, including City business information and all other assets are vital to the interests and success of the City. No City related information or property, including without limitation, documents, files, records, computer files, equipment, tools, office supplies or similar materials except in the ordinary course of performing duties with department head approval on behalf of the City may, therefore, be removed from City premises. Employees should take precautionary steps to safe guard the property and City business information. City employees are not authorized to use city property or City business information for any personal reason, including such things as repairing personal vehicles or storing personal items or for use in private enterprise activities unless such information is lawfully obtained as a private citizen. In addition, when an employee leaves City employment, the employee must return all City related information and property that the employee has in his/her possession, including without limitation, documents, files, records, manuals, information stored on a personal computer or on a computer disc, supplies, and equipment or office supplies. Violation of this policy is a serious offense and will result in appropriate disciplinary action up to and including termination.

### **Privacy, Security and Right to Inspect**

Normal business operations often require other employees to have access to your work area, desk, files, voice-mail or computer. Employees must have no expectation of privacy in their work areas, desks, files, voice-mails, and computers. Every personal access code or password is City property. Even if you use a personal access code or password for your voice-mail or e-mail, others at the City may have access and may have business needs to retrieve that information and may record or monitor phone calls or the computer system and may intercept, copy, review, download and disseminate any communication or files you create or maintain in these systems for lawful reasons and in the interests of the City. All passwords or access codes must be provided to your immediate supervisor. All property and processes here are for City business purposes, and management has the right to access and inspect all property and processes. You are encouraged not to keep anything in your work area, or your phone or computer system, or have mail sent to you which violates the city's policy or which you do not want other employees or the public to see.

There may be times when security concerns give reason for inspection of the packages, purses, backpacks or other personal parcels that employees have on City premises or city owned/furnished lockers, vehicles, desks or other equipment. Please do not bring anything onto the premises that is in violation of City policies or expectations of professional behavior, or that you would otherwise not want inspected in the event of such an inspection. Consent to searches and cooperation with the City may be required of an employee and the failure to follow directives may result in discipline up to and including discharge

### **Telephone Use**

Because a large percentage of our business is conducted over the phone, it is essential to project a professional telephone manner at all times. Although the City realizes that there are times when an employee may need to use the telephone for personal reasons, it is expected that good judgment will be used in limiting the length and frequency of such calls.



## **Electronic Communications, Email, Voice Mail and Internet Use Policy**

Every City employee is responsible for using the City's electronic communications systems, such as E-mail, Voicemail, computers, software, document production systems, photocopiers, internet, social media, chat mechanisms, and other communications methods, properly and in accordance with this policy.

The systems and all content are the property of the City. The systems have been provided by the City for use in conducting City business. All communications and information transmitted by, received from, or stored in the systems are City records and property of the City and the systems must be used for City purposes only. Use of the systems for personal purposes is prohibited. Employees have no right or expectation of personal privacy in any matter stored in, created, received, or sent over the City's electronic communications systems.

The City, in its discretion as owner of the systems, reserves and may exercise the right to monitor, access, retrieve, and delete any matter stored in, created, received, or sent over the systems, for any reason without the permission of any employee and without notice. Use of passwords or other security measures does not in any way diminish the City's rights to access materials on its systems, or create any privacy rights of employees in the messages and files on the systems. Any passwords used by employees are the property of the City and must be revealed to the City as electronic communications may need to be accessed by the City for any lawful reasons. Employees should be aware that deletion of any electronic communications messages or files will not truly eliminate the messages from the system.

All communications may be stored on a central back-up system in the normal course of data management. Even though the City reserves the right to retrieve and read any Voice Mail messages, those messages should still be treated as confidential for the City's interests and accessed only by the intended recipient or by those designated within the City and for legitimate purposes. Employees are not authorized to retrieve or listen to any Voice Mail messages that are not sent to them. Any exception to this policy must receive the prior approval of City management. The City's policies regarding standards of acceptable conduct, and particularly anti-discrimination, harassment, and retaliation, apply fully to use of the systems, and any violation of those policies is grounds for discipline. The systems may not be used to solicit for non-City purposes such as for religious or political causes, commercial enterprises, outside organizations, or other non-work related solicitations.

Employees are reminded to be courteous to others and always to conduct themselves in a professional manner. Electronic communications are sometimes misdirected or forwarded and may be reviewed by persons other than the intended recipient. Users should create electronic communications with no less care, judgment and responsibility than they would use for letters or internal memoranda written on City letterhead. Employees should also use professional and courteous greetings in their electronic communications so as to properly represent the City to contacts. Because electronic communications records may be public records and may be subject to discovery in litigation, City employees are expected to avoid making communications that would not reflect favorably on the employee or the City if disclosed in litigation or otherwise.

The electronic communications systems shall not be used to send (upload) or receive (download) copyrighted materials, trade secrets, proprietary financial information, or similar materials without prior authorization from City management. Employees may not use the systems to download or play games or other entertainment software. Employees are responsible for complying with copyright law and applicable licenses that may apply to software, files, graphics, documents, messages, and other material the employee may want to download or copy. Employees, if uncertain about whether certain information is copyrighted, proprietary, or otherwise inappropriate for transfer, should resolve all doubts in favor of not transferring the information and consult the Administration Department.

Although the City recognizes that the Internet may have useful applications to City business, employees may not engage in Internet use unless a specific business purpose requires such use. "Surfing the Net" is not a legitimate business activity. The City has the right to monitor any and all of the aspects of its systems, including, but not limited to, monitoring sites visited by employees on the Internet, monitoring chat groups and news groups, reviewing material downloaded or uploaded by users to the Internet, and reviewing e-mail sent and received by users.

Any employee who discovers misuse of the electronic communications systems should immediately contact the Administration Department. Violations of this policy may result in disciplinary action up to and including discharge.

### **Cameras and Photography**

Unauthorized photography of persons, places, equipment is prohibited and subject to disciplinary and legal action.

### **Use of City Vehicles**

Only employees with an unrestricted, current driver's license may operate City vehicles or use a vehicle to conduct City business. City vehicles may only be used for authorized City business. Any employee operating a City vehicle must do so in a safe manner. Certain positions will require that employees maintain a valid Commercial Driver's License (CDL) also. Any employee operating a City vehicle under the influence of any impairing drug, controlled substance, or alcohol, regardless of amount, will be prohibited from further use and will be immediately terminated. The City has the right to search any City vehicle at any time. Therefore, employees have no reasonable expectation of privacy with respect to City vehicles. Electronic communications, except for cell phone calls, while operating a City vehicle, such as cell phone texting or cell phone emailing are prohibited.

### **Smoking Policy**

Wisconsin Statutes provides for all public buildings to be non-smoking. The Common Council recognizes the health concerns to the public and its employees caused by smoking, including secondhand smoke. The Common Council also recognizes and strongly supports the need to provide for and ensure a healthy work environment. Use of tobacco or nicotine-based products, including smoking, using e-cigarettes, vaping, or chewing tobacco, while on duty or while on City property or in City vehicles or facilities is prohibited.

**Off-Site Property:** Use of tobacco products is prohibited in any buildings, whether publicly or privately owned, and City employees shall strictly observe tobacco use directives of the owner or manager of any property and as required by law.

Smoking is allowed in designated areas during breaks or during an employee lunch break.

### **Alcohol and Drug Use**

Manufacture, distribution, dispensation, possession, or use of any illegal drug, alcohol, or controlled substance while on City premises, during work time, or when otherwise prohibited by law is strictly forbidden and constitute serious violations of City rules, jeopardize the City's interests and can create situations that are unsafe or that substantially interfere with job performance. Employees in violation of the policy are subject to appropriate disciplinary action and likely discharge. The City reserves the right to require an employee to undergo testing and a medical evaluation under appropriate circumstances.



Drugs and alcohol tests will be administered under the following conditions:

During the hiring process, all new hires will be required to pass a pre-employment screening test. When reasonable suspicion exists, employees may be subject to a drug and alcohol screening test. The City reserves its right to test an employee after an accident to the extent permitted by law.

Under the City's program, the following actions are prohibited, and will result in discipline, up to and including discharge or refusal to consider for employment:

Being under the influence of, or use, possession, or sale of illegal drugs or drug paraphernalia, controlled substances, or alcohol while on City premises, at any City work activity, or at any time while working;

Use of alcohol off City premises or possession, use, manufacture, distribution, dispensation, or sale of illegal drugs or controlled substances off City premises where that conduct adversely affects the employee's attendance, work performance, the employee's or other's safety at work, or the City's reputation in the community;

Testing positive for alcohol, controlled substances, or illegal drugs when tested; and

Refusing to submit to a test under the current testing policy or refusing to consent to a search of property.

While employees or applicants may be held accountable for the consequences of their decisions, an employee or applicant will not be subject to discipline because the employee or applicant pursues treatment for any condition involving the use of controlled substances, alcohol, or illegal drugs. The City encourages employees and applicants to seek treatment. An employee or applicant may still be disciplined up to and including discharge for engaging in the underlying conduct in violation of this policy.

The City may use a system of random testing for certain employees in safety sensitive positions or who must possess and maintain a commercial driver's license. Individual Departments may adopt policies regarding testing, including random testing when permitted by law.

### **Violence in the Workplace**

The City strongly believes that all employees should be treated with dignity and respect. Threats or acts of violence will not be tolerated. Any instances of violence must be reported to the employee's supervisor. All complaints will be fully investigated by the Administration Department and may be referred to the Police Department for criminal charges.

The City will promptly respond to any incident or suggestion of violence. Violation of this policy will result in disciplinary action, up to and including immediate discharge.

### **Weapons & Firearms**

The City of Burlington prohibits all employees from bringing weapons of any kind onto City premises or to City functions unless possession of a weapon is a necessary function of the employee's position with the City. Any employee suspected of possessing a weapon will be subject to search at the City's discretion, and such search may include, but not necessarily be limited to, the employee's personal effects, desk and workspace.

Weapons for which the employee is licensed or permitted per Wis. Stat. 175.60 may be securely stored in the employee's own motor vehicle, but only if the vehicle remains locked while the vehicle is parked on City property and while the vehicle is otherwise unattended and unoccupied, and may be securely stored in the employee's personal vehicle while the employee is traveling and performing duties in the course of his or her employment.

### **Accidents and Emergencies**

Maintaining a safe work environment requires the continuous cooperation of all employees. We expect our employees to conduct themselves carefully at all times. It is the City's policy to provide a safe work environment for employees and visitors and to require safe work practices of all employees. The City strongly encourages employees to communicate with fellow employees and their supervisor regarding safety issues. All work areas are to be kept clean and free from debris and all tools and equipment are to be kept clean and in good repair. You are protecting yourself, your job and your co-workers when you develop and practice safe work habits. Most accidents are caused by carelessness and not paying attention. If an employee is ever in doubt about how to safely perform a job, it is their responsibility to ask their supervisor for assistance.

If an employee is injured on the job, then the first priority is to obtain medical treatment if needed. Each injury and incident must be reported in order to initiate corrective actions, to ensure prompt reporting for workers compensation purposes, and to prevent future occurrences in the workplace.

If an employee is injured, they must complete an Employee Injury Report (available from your department head or manager) and submit the report to their immediate supervisor. This form must be completed prior to the end of their shift. If employee is not able to complete the Employee Injury Report the supervisor will complete the report with the information available. The form shall be completed even if no medical care is sought. If medical care is sought at a later date, the employee must notify their supervisor. The supervisor must notify the department head who will notify payroll/benefits staff.

All accidents involving a city owned vehicle will be required to contact the Police and their Department Heads. If an employee has an incident which results in property damage or a non-employee injury, the employee must complete a Property Damage/Non-Employee Incident Report (available from your department head or manager) and submit the report to their supervisor. This form must be completed prior to the end of their shift.

Once the proper reports are completed, the supervisor must investigate the occurrence, including talking to witnesses (if available), and complete the Supervisor's Report of Workplace Incident or Injury. This includes determination of the corrective action plan, which may include procedural changes and/or additional training. The supervisor must document what corrective action was completed and the date it was completed.

Upon completion of all reports, the supervisor must send the information to the department head who will forward to the City of Burlington Payroll/Benefits department. Payroll/benefits staff will:

Review the information provided.

Determine if there was lost time or medical expenses and notify the treasurer/budget officer to decide whether to submit to the insurance carrier.

Submit the information to the insurance carrier - when appropriate.

Send FMLA paperwork to the employee - when appropriate.

Notify department head regarding restrictions and return to work status.



If employee is absent from work more than two weeks - submit information to the Insurance Company to assist in returning the employee to full duty.

## **DISCIPLINE**

### **Work Rules**

Whenever and wherever people work together, certain standards of reasonable conduct need to be established in order to maintain an orderly and efficient work atmosphere. Corrective discipline is not intended to inflict punishment. The City of Burlington wants to take measures that are designed to correct whatever problem the employee has and to make the employee aware of the importance of adhering to our operating policies and procedures. In some cases, it may be necessary to dismiss an employee because of the seriousness or continuation of unacceptable conduct.

The City will attempt to administer discipline on a fair basis to all employees. The following types of conduct are unacceptable in our workplace and may result in discipline up to and including termination. Because it is impossible to list every conceivable infraction, these guidelines can be amended by the City at any time, within its total discretion:

Theft, misuse, destruction, defacing or misappropriation of City or employee property.

Any form of dishonesty.

Falsifying employment application or other City records or information, including time record the employee's own or that of a co-worker.

Giving false or incomplete information.

Refusal to follow the direct order of a supervisor or management.

Fighting, immoral conduct, threats, intimidation or harassment.

Use or possession of non-prescribed controlled substances, illegal drugs or alcohol in violation of policy.

Reporting for work under the influence of non-prescribed controlled substances, illegal drugs or alcohol.

Possession of weapons or firearms on City premises in violation of policy.

Absent three consecutive days without notice.

Excessive absenteeism.

Failure to report an absence.

Tardiness, including habitual tardiness such as the repeated failure to report promptly at the start of scheduled work hours, or to return from break time promptly.

Working another job while absent from work for the City.

Leaving the job without permission or leaving work early without authorization.

Excessive time at break periods.

Engaging in conduct or activities that serve to lengthen the healing period for a work-related injury.

Disclosing of confidential City information.

Gambling on City premises or during work time.

Unauthorized solicitations or distributions, including the distribution of literature or written or printed material of any description on City property.

Failure to promptly report defective equipment or safety hazard.

Failure to report an injury or accident immediately.

- Violation of any safety rules.
- Substandard quality and quantity of work, including deliberate reduction of output.
- Smoking in unauthorized areas.
- Engaging in conduct that creates an unsafe work environment.
- Disregard of one's appearance, uniform, dress or personal hygiene.
- Discourteous treatment of others, or use of profanity or threatening language.
- Conducting personal business on City property, work time, or while using City resources, including promoting or selling of any kind or soliciting contributions.
- Using foul, obscene, disrespectful, threatening or abusive language in the presence of others, or directing such language toward a supervisor or co-worker.
- Unauthorized posting or removal of bulletins, notices or signs.
- Unauthorized use of city vehicles or equipment including video or recording devices.
- Leaving one's work area without authorization or interfering with the work of other employees.
- Poor attitude or disrespect to management, your supervisor, coworkers or others.
- Demonstrated inability to perform assigned duties at an expected level of expertise.
- Insubordination, including disobedience, or failure or refusal to carry out assignments or instructions.
- Loafing, loitering, sleeping, or engaging in unauthorized personal business during working hours.
- Unauthorized entry to City property, including entry to restricted areas by unauthorized personnel.
- Excessive or inappropriate personal use of electronic communications or telephones for personal calls.
- Non-reimbursed personal long distance calls made on City telephones.
- Willful violation or disregard of safety, health, fire, security or employment regulations, signs and notices.
- Unauthorized purchase, use of credit card or use of purchase order.
- Accepting anything that might be reasonably inferred to be for the purpose of influencing the employee in the normal exercise of his or her duties. Gifts of nominal value that fall within the range of normal business practice are not included in this prohibition.
- Any act of misconduct, incompetence, or any violation of this Employee Handbook which may, in management's sole discretion, be grounds for disciplinary action or termination of employment.

This list is intended to be representative of the types of activities that may result in disciplinary action up to and including termination. It is not exhaustive, and is not intended to be comprehensive and does not change the employment-at-will relationship between the employee and the City.

All employees are expected to meet the City's standards of work performance. Work performance encompasses many factors, including attendance, punctuality, personal conduct, job proficiency and general compliance with the City's policies and procedures. If an employee does not meet these standards, the City may, under appropriate circumstances, take corrective action, other than immediate dismissal. The intent of corrective action is to formally document problems while providing the employee with a reasonable time within which to improve performance. The process is designed to encourage development by providing employees with guidance in areas that need improvement such as poor work performance, attendance problems, personal conduct, general compliance with the City's policies and procedures and/or other disciplinary problems.



### **Travel and Other Reimbursements**

The City may reimburse employees for reasonable, authorized business expenses incurred as part of the employee's job duties or while on assignment away from the workplaces. In order to be eligible for reimbursement, all expenses and requests for reimbursement must be approved in advance by the Department Head, City Administrator or Mayor if the request is of the City Administrator. This requires that the employee receive written approval before the expense is incurred.

Employees should contact a Department Head for guidance and assistance related to ordering items, travel arrangements, expense reporting, reimbursement, and other issues. Employees are expected to limit expenses to reasonable amounts, and the Employer will only reimburse employees for up to the actual amount of expenses incurred and to the extent such expense is reasonable and authorized. Expense reports and receipts must be accurate and submitted to the Department Head within thirty days of the date of the expense. Employees must not engage in abuse of this expense policy or falsify or materially omit information in expense reports.

**Transportation Expenses:** Reasonable transportation expenses incurred on necessary, authorized trips away from the City may be reimbursable.

#### *Use of Privately Owned Vehicles*

For authorized travel for City business, the allowable mileage will be calculated on the lesser of home to destination and return, or City office to destination and return. This mileage reimbursement rate shall be the currently approved Internal Revenue Service allowed rate.

An employee authorized to use a personal vehicle for business shall maintain insurance coverage based on the State minimum coverage Limits.

Charges for repairs, tow service, lubrication, traffic citations, parking tickets, and other expenses for privately owned vehicles are not reimbursable items on the travel voucher and are the employee's responsibility.

In addition to mileage, an employee shall be reimbursed for necessary overnight parking charges at hotels and road tolls. When available, the employee should obtain free parking. Original receipts must be attached to the Reimbursement form.

#### *Air Travel*

Travelers are expected to obtain the lowest available airfare that reasonably meets business travel needs when balanced against other costs incurred by the City. Flight insurance coverage for employees is not allowable as a reimbursable expense.

#### *Meal Allowance*

Generally, a "per diem" allowance will be paid to the employee in advance. Amounts are subject to eligibility, and are the maximum allowed for all costs of meal, tip and tax. When an employee is entitled to two or more consecutive meals in a day, the cost may be divided between meals as desired, as long as the maximum is not exceeded. The cost of alcoholic beverages or food for others shall not be covered by a meal allowance.

### *Meal Eligibility Requirements*

An allowance for meals may be allowed on trips that require overnight lodging expenses as well as non-overnight trips when the employee is away from the office, in accordance with the following time requirements:

Breakfast, provided the employee leaves the City office before 6:30 a.m. and returns after 8:30 a.m. they would receive up to \$6.00.

Lunch, provided the employee leaves the City office before 11:30 a.m. and returns after 2:00 p.m. they would receive up to \$10.00.

Dinner, provided the employee leaves the City office before 5:30 p.m. and returns home after 7:00 p.m. they would receive up to \$20.00.

Even if the time requirements are satisfied, the meal allowance will not be provided when a free meal is served, included in a conference registration fee, built in to the standard, single hotel room rate or replaced by a legitimate business meal. Employees are required to attach a copy of the training or conference brochure to the reimbursement form.

### *Lodging Expenses*

Lodging will be available for training sessions extending over two or more days and located at least 50 miles (one-way) from your normal work site. Overnight lodging may be approved for one-day training sessions subject to the following considerations:

Training session location is at least 75 miles from normal work site, or travel time is at least 2 hours

Training session begins before 9:00 a.m.

Lodging should be chosen primarily on cost, with location for conducting business also considered. Employees should get a definite understanding, in advance, of the rate to be charged. When registering in hotels, employees should use the City of Burlington address, and ask for government discounts if conference rates are not specified and use a Tax Exempt Certificate prior to traveling from Accounts Payable and give it to the Hotel when you check-in.

Cost of the lodging can be prepaid by the City of Burlington directly, rather than charged or paid by the employee and reimbursed.

Lodging paid by the City is limited to a single room rate. Should an employee choose to travel with their spouse, any charge in excess of the single room rate is the employee's responsibility.

If travel plans change, be sure to cancel any reservations in time to prevent a charge. If this isn't done, the expense will be allowed only after reasonable justification is provided. Employees shall observe posted hotel checkout hours in order to avoid a charge for the day of departure.

### *Travel Advances*

Cash advances are authorized for specific situations that might cause undue financial hardship for business travelers. Expenses associated with the travel must be reconciled and substantiated within two (2) weeks of the return date. The traveler must repay the City of Burlington for any advances in excess of the approved reimbursable expenses. The department initiating the travel is responsible for notifying Accounts Payable to deposit any excess funds into the appropriate departmental account.



#### 4. EMPLOYEE BENEFITS

##### Time Off: Vacation Days

All non-represented full-time employees are eligible for paid vacation annually on the anniversary of their date of hire. The City will give the employee their unearned vacation hours January 1 of each year but if the employee terminates employment before the hours are earned on their anniversary date the City will have the right to take back all hours of vacation used but not earned on the employee's last paycheck. All full-time new hires will receive pro-rated vacation hours based on 40 hours from the date of hire to the first of the year in which they were hired.

| Years Employed     | Vacation Earned |
|--------------------|-----------------|
| 1 year completed   | 5 days          |
| 2 years completed  | 10 days         |
| 5 years completed  | 15 days         |
| 10 years completed | 20 days         |

Beginning in year 20, employees will earn one additional day for each year completed to a maximum of 25 days.

Because vacation time is to promote rest and relaxation, employees must use vacation during the calendar year. Unused vacation has no cash value and will not be paid out. While employees shall make every effort to use their vacation, in the event an employee is unable to use their vacation during the calendar year, they shall be allowed to carry over a maximum of five (5) days which must be used in the first quarter of the following year.

Employees should make their vacation requests at least one week in advance. The City will attempt to grant an employee the vacation dates he/she requests, the supervisor will consider such things as needs of the department, employee preferences, past vacation schedules and length of service. When a City holiday falls during a scheduled vacation, it is not counted as a vacation day. Any employee that becomes ill during a scheduled vacation cannot change a vacation day to a sick day; scheduled vacation days count as vacation even if an employee would ordinarily take a sick day.

Vacation pay is based on the rate of pay in effect when the vacation is used, and does not include bonuses or other special forms of compensation. All employees are paid for vacation time on their regular payday. No advance payments will be made. Also, payment in lieu of vacation time will not be granted.

Regular part-time employees with benefits may earn prorated vacation hours using the schedule above for full-time employees based on the number of days, years of service and based on the previous year paid hours.

##### Sick Leave

All non-represented regular full-time employees who have completed thirty (30) calendar days of employment will earn on the first paycheck of each month following, sick leave credit at the rate of eight (8) hours per month with a maximum accumulation of one hundred fifty (150) days.

Sick leave credits must be accumulated before they can be used. A day of sick leave credit may be used for absences occasioned by a bona fide illness or injury (excluding job related injuries covered under worker's compensation), funeral travel leave for family members as described under bereavement leave, situations where medical/dental appointments cannot be scheduled outside of work hours, to attend to the medical needs of a member of the employee's immediate family and when required by law. When

sick leave is taken for unexpected illnesses, the employee must notify their supervisor. Employees using sick leave time may be required to provide a doctor's excuse as verification of sick leave and employees using three (3) or more consecutive sick leave days will be required to submit a doctor's excuse as verification of sick leave. The City of Burlington defines Excessive Absenteeism as more than six (6) sick days in a calendar year not including FMLA, WFMLA, worker's compensation, or ADA or WFEA qualifying use.

In the event an employee dies or retires while in the employment of the Employer and has accumulated sick leave credits at that time, the Employer shall pay to the employee or the employee's estate, a sum equal to the credits earned times fifty dollars (\$50.00) per credit. If an employee retires from the City, begins collecting his or her full WRS retirement benefits, is under the age of Medicare eligibility and chooses to continue coverage under the Health, Dental and/or Vision insurance plans, then the retiree can decide to have their accrued unused sick leave credits be paid for at the rate of seventy-five dollars (\$75.00) per credit toward payment of continuing insurance at the current rates to the extent permitted by the insurance plans. If the retiree cancels the insurance plans or fails to participate before the payout amount is used up, then there will be no payment of the balance. When an employee retires they need to decide which way they would want their sick leave credits paid out to them or whether they want the credits directed toward insurance payments. It needs to be one or the other, the retiree cannot be paid out both ways. The retiree and his or her estate are responsible for all income tax consequences associated with his or her selection and should consult with a tax advisor.

All Regular Part-time employees with benefits shall be given eight (8) hours of sick time each year to be used in the same manner as full-time employees.

### **Donated Time Policy**

It is the policy of the City of Burlington to allow its employees who have exhausted their accumulated paid leave time, due to illness or medical condition, to receive donations of paid leave time from fellow employees for medical emergencies. It is the intent of this policy to provide a mechanism for voluntary financial assistance to employees as well as to protect the interest of the City by placing limits on the amount of time an employee may receive through donations from other employees. These donations are a conditional benefit, highly dependent on individual circumstances and timing, and not a right of employment.

#### *Eligibility*

All employees who have worked for the City of Burlington for a minimum of 6 months, and who qualify for sick time benefits, shall be eligible to receive a donation of paid leave time from any other City employees, whether that receiving or donating employee is a represented or non-represented employee, when the employee has an insufficient amount of accumulated sick days or other paid leave to provide for continued pay during a medical emergency such as an illness or other medical condition of the employee.

The final decision to approve or deny the donation of time will be determined by the City Administrator. In making the decision, the Administrator will consider the following items:

- Number of hours currently in the employee's leave time bank.
- Employee's existing schedule and employment status.
- Nature and duration of the event.



Whether absences will be intermittent.

Employee's ability to perform the essential functions of the job, with or without accommodation.

Employee's ability to return to duty in a reasonable amount of time and foreseeable future.

*Limitations*

No City employee shall be permitted to use donated paid leave time until the employee has exhausted his/her entire sick leave, vacation time, compensatory time, personal day, and any other applicable paid leave time.

Employees will be permitted to receive donation of leave time only one time during any rolling twelve (12) month period.

The maximum amount of total leave any one employee will be permitted to donate to another employee is twenty-four (24) hours during any twelve (12) month calendar period.

The maximum amount of paid leave any one employee may receive through donations of paid leave from other employees would be equivalent to twelve (12) average work weeks for that employee, per rolling twelve (12) month rolling period of time.

A donating employee must complete the authorization for donation of leave form from the City. An employee may only donate their available unused vacation, personal leave time or sick leave. Compensatory time cannot be donated. Leave credits must be donated in whole-hour increments and on an hour-for-hour basis irrespective of the base hourly rates of the donor and recipient. The donating employee's decision to donate the leave is irrevocable by that employee. Time offered for donation may not be used by the donating employee unless the donation is rejected or withdrawn by the City.

The City shall establish a donated leave time schedule for the employee receiving the donated time and the donated time will be drawn on as needed basis by the receiving employee. Offers to donate the hours will be organized in chronological order according to the time the donation is offered. If hours are unused or unneeded, then the donated hours will not be withdrawn from the donator's leave time.

In any biweekly pay period a recipient may only use the lesser of the following: up to 80 hours of leave; up to the number of hours needed to offset the number of hours worked that pay period from the hours regularly scheduled; or the number of hours consistent with the recipient's regularly scheduled hours per pay period at the time the recipient's unpaid leave began, unless the employee is working a reduced schedule due solely to the catastrophic need. "Regularly schedule hours" does not include overtime hours, call-in time, or hours worked in excess of the employee's budgeted regular schedule.

A recipient is eligible to be paid for any legal holiday which falls during a pay period if the employee is receiving full pay and if work time or donated leave is used for either the last scheduled work day immediately preceding or the first schedule work day immediately following the holiday.

Leave credits donated to recipients are not subject to limitations on end-of-year carryover of leave credits. A recipient will not accrue leave time while receiving donated time unless required under FMLA. Donated hours of leave are paid at the recipient's rate of pay.

*Procedure to request and considerations for donated time off:*

A written request to receive donated time off must be completed by the employee or his or her designee within two weeks of the employee's accrued time off benefits expiring. A leave requesting employee must complete the authorization for requesting donation of leave form. By completing the form, the employee chooses to self-disclose and authorize the dissemination of that self-disclosed information by the City for purposes of soliciting leave donations.

The City Administrator shall grant or deny the request. The City Council will consider appeals.

The City Administrator shall notify the employee and Department Head of the decision. If approved, the Payroll & Benefits Coordinator shall be responsible for disseminating the necessary information to the appropriate employees.

The provision of all non-wage benefits shall be administered in accordance with state and federal law, insurance policy contract provisions and any applicable City policies, procedures and agreements. The employee receiving the leave donation may continue to be eligible for paid health insurance benefits and other insurance benefits, subject to deduction for the employee's share of the premiums, if permitted by the plans.

Subject to the limitations of state and federal law and any applicable City policies, procedures and agreements, the employee remains subject to termination regardless of whether he or she still has any accrued or donated time remaining, for example if a physician certifies that an employee is unable to perform an essential function of the job and no reasonable accommodation exists.

The employee requesting leave should check with his or her plan providers of short-term disability, long-term disability or other payments regarding the impact of receiving of donated leave on the employee's eligibility for or receipt of such benefits or payments.

The City reserves the right to terminate the Donation Program at the sole discretion of the City Council. Upon termination of the Donation Program, any donated time that has already been approved shall remain in effect.

It is the intent of the City to comply with state and federal tax law and to treat the donated leave used by the recipient as includable in the recipient employee's gross income and as wages, and to treat the recipient as the sole individual subject to withholding and income tax liability. The donor understands that he or she may be subject to tax liability.

### **Bereavement Leave**

In the unfortunate event of a death in the immediate family, the non-represented eligible employee will be granted paid time off up to a maximum of three (3) work days for the express purpose of preparation for and attendance at the funeral to be taken within a reasonable time of the day of the death or day of the funeral. The immediate family shall be defined as Spouse, Parent, Child, Sibling, Step-parents, Step-children, Step-siblings, Parents of spouse, All Grandparents, Grandchild and Spouse's Grandparents, a Son-in-law and Daughter-in-law. Notice and prior approval must be obtained from the supervisor as soon as the employee determines that he/she will be absent. The name and relationship of the deceased relative must be submitted in writing to the employee's supervisor before payment will be made. With the approval of the department supervisor an employee may take an additional two (2) days of sick pay if the employee has the time in their sick day bank.

### **Casual Day**

All non-represented regular full-time employees shall be entitled to one (1) casual day, up to 8 hours, per calendar year. If an employee does not take the Casual Day, then these hours will be paid out to the employee the last payroll of the calendar year.

## **Holidays**

The City of Burlington provides the following days as paid holidays for non-represented full-time employees who have completed 30 days of employment:

- New Year's Day (January 1)
- Martin Luther King, Jr. Day
- Spring Holiday (Friday before Easter)
- Memorial Day (Last Monday of May)
- Independence Day (July 4)
- Labor Day (First Monday of September)
- Thanksgiving Day (Fourth Thursday of November)
- Friday-after Thanksgiving Day
- Christmas Eve (December 24)
- Christmas Day (December 25)
- New Year's Eve (December 31)

To be eligible for Holiday pay, an employee must work the first scheduled day before and the first scheduled day after the Holiday, unless prior leave or time off approval has been received. Full-time police department officers and command staff shall receive 74.25 hours of pay or holiday time off. Full-time police department dispatchers and clerical staff shall receive 72 hours of pay or holiday time off. Proration applies to newly hired employees, employees on unpaid leave of absence during the year and employees who leave full-time employment with the city during the year. The year for determining the number of days the employee was employed shall be based from the date the prior year's payment was made to employees. Any unused holiday time will be paid on the first paycheck in December.

## **Employee Assistance Program ("EAP")**

The City offers a voluntary and professional service that provides information, counseling, and referral services to all full-time and part-time employees and their dependents that may be experiencing personal stress in their lives. The EAP provides the following services without cost to employees:

- Adult Stresses such as relationship issues, workplace concerns, anxiety and depression
  - Marital conflict
  - Parent/child problems
  - Childhood stresses such as difficulty with school or peers
  - Alcohol or drug abuse: yours or a family member's
  - Divorce
  - Financial pressures
  - Caring for aging parents
  - Balancing work and family
  - Adoption
  - Legal issues
- Other Services may also be available. Check with the Payroll & Benefits department.

### **Gym Membership Incentive**

The City of Burlington will pay eligible full-time employees \$20.00 per month toward a qualifying local gym membership provided the employee goes to the gym four (4) or more time per month.

## **FAMILY AND MEDICAL LEAVE**

### **Section 1**

#### **Policy**

The City's policy regarding family and medical leave for its Employees is to provide the leave required by state and federal laws. In accordance with the guidelines set forth in this Policy, the City will grant eligible Employees up to a combined total of twelve (12) workweeks of unpaid federal FMLA leave during a calendar year for the following reasons:

For the birth, adoption or foster care placement of a child with an eligible Employee

To care for the spouse, son, daughter, or parent of the employee if such spouse, son, daughter, or parent has a serious health condition

Because of the employee's own serious health condition that renders the employee unable to perform the essential functions of his or her job

Because of any qualifying exigency arising out of the fact that a parent, spouse, or child is under a call or order to active duty as defined in the Federal Regulations and explained in the section on Exigency Leave below

In addition, if you are eligible for federal FMLA leave as defined in this policy, you may be entitled to take a total of up to twenty-six (26) workweeks of unpaid federal FMLA leave in a single twelve-month period, to care for a covered service member who has incurred a serious injury or illness in the line of duty. ("Military Caregiver Leave") During that twelve-month period, you will be entitled only to a combined total of 26 work weeks of FMLA leave for service member care and for any other FMLA purpose. Federal FMLA leave will run concurrently, when applicable, with the total of ten (10) workweeks of Wisconsin FMLA leave which is specifically allocated as follows:

Two (2) workweeks for an employee's own serious health condition;

Six (6) workweeks related to the birth or adoption of a child; and

Two (2) workweeks to allow an employee to care for a parent (ex. natural parent, foster parent, adoptive parent, stepparent, or legal guardian of an employee or of an employee's spouse or domestic partner), spouse, domestic partner or child due to the family member's incapacity caused by a serious health condition.

### **Section 2**

#### **Leave Eligibility**

To be eligible for any type of leave under the federal FMLA, an Employee must have been employed by the City at least twelve (12) months, have been actually working for at least 1,250 hours during the twelve (12)-month period immediately prior to the commencement of leave. FMLA leave may be paid, unpaid, or a combination of paid and unpaid, depending upon the circumstances as specified in this Policy.



To qualify for leave under the Wisconsin FMLA, an employee must be employed by the City for fifty-two (52) consecutive weeks, and have been paid for 1,000 hours in the fifty-two (52) week period immediately prior to the time leave commences.

### **Section 3**

#### **Leave Entitlement**

If your leave is designated as family, medical or military exigency FMLA leave, the City will use a "calendar year" formula for determining your twelve (12) month leave year and how much leave you have available. Generally, an employee may take up to a combined total of 12 workweeks of federal family, medical and exigency leave in a calendar year. Wisconsin FMLA leave restricts the amount of leave an employee may take for each event.

Each time you take leave, the City will compute the amount of leave you have taken under this Policy and subtract it from the leave available. Generally, the entitlement you have at the beginning of an FMLA leave would be any balance of the allotted workweeks not already used during that calendar year. The balance remaining is the amount you will be entitled to take at the time of a new leave request. Any FMLA leave used will count towards the leave to which you may be entitled under both federal and state laws where applicable.

If an Employee suffers a work-related injury that qualifies as a serious health condition, federal FMLA leave provided under this Policy will be considered as taken along with the leave required under the worker's compensation laws. The taking of leave under this Policy will not be used against an Employee in any employment decision, including the determination of raises or discipline. If an Employee fails to meet the requirements of this policy to obtain family or medical leave, the Employee's request for FMLA leave may be delayed or denied until the requirements have been met.

### **Section 4**

#### **Designation of Leave**

Once an employee requests a leave of absence that may qualify under the FMLA, the City will require the appropriate information to make a determination. After you provide the City the required information, the City will evaluate it and make a decision as to whether the absence qualifies as FMLA leave. The City will notify you of its decision. If you fail to provide the City with the required information within the time specified, your absence will be unexcused. If the leave is FMLA qualifying, the leave will be designated as such and you will receive notice of the designation, along with information on the specifics of the leave, consistent with this policy.

If it is determined that the leave does not qualify, then any absence shall be subject to the terms of the City's attendance policy. The City has the right to designate qualifying leave as FMLA whether or not the employee specifically requests it.

The following information concerns your FMLA rights and obligations under federal and state leave law(s). Please read the information carefully, and if you have any questions, please contact Human Resources.

## Section 5 Definitions

### *What is a serious health condition?*

A serious health condition means an illness, injury, impairment, or physical or mental condition that involves any of the following:

- (1) Any period of incapacity or treatment connected with inpatient care
- (2) A continuing period of incapacity and/or any subsequent treatment relating to the same condition that also involves continuing treatment by or under the supervision of a health care provider
- (3) Incapacity due to a chronic serious health that also involves periodic treatment by a health care provider.
- (4) Any period of incapacity due to pregnancy or prenatal care
- (5) A period of incapacity due to a permanent or long-term condition for which treatment may not be effective, but for which the employee or family member must be under the continuing supervision of a health care provider.
- (6) Any period of absence to receive multiple treatments by a health care provider for a condition that would likely result in a period of incapacity in the absence of medical intervention or treatment.

In most cases, a short-term condition, such as a cold, flu, earache, upset stomach, or other minor ailment would not qualify as a serious health condition. It also does not include routine treatment, doctor or dental visits. Conditions for which cosmetic treatments are administered are generally not considered to be serious health conditions.

### *What is a qualifying exigency requiring military family leave?*

Leave may be taken for a qualifying exigency related to a foreign deployment by an employee whose spouse, son, daughter, or parent is a member of the Regular Armed Forces for the following reasons: as follows:

- 1) Short-notice deployment – seven days from date of call or order to active duty
- 2) Military events and related activities
- 3) Childcare and school activities
- 4) Financial and legal arrangements
- 5) Counseling
- 6) Rest and recuperation - up to fifteen days of leave in each calendar year
- 7) Post-deployment activities
- 8) Certain activities related to the care of the military member's parent who is incapable of self-care where those activities arise from the military member's deployment or impending deployment
- 8) Additional activities agreed upon by you and your employer

Each of the above potential qualifying exigencies is explained in detail in the regulations. If you have any questions regarding whether your need for time off is qualifying exigency leave, please see Human Resources.



## **Section 6**

### **Procedure for Requesting Leave**

To obtain FMLA leave, you must provide the City with notice of the need for leave unless it is not possible to do so. Your notice should provide the City with enough information to allow the City to determine whether the leave qualifies as FMLA leave. You must also inform the City if the requested leave is for a reason for which FMLA was previously taken or certified. All requests must be submitted on a FMLA request form which can be obtained from Human Resources.

When the need for leave is foreseeable, the City must be notified at least thirty (30) days before the date on which leave is to begin. Thirty (30) days is considered "reasonable notice." Notice of less than thirty (30) days will be considered reasonable only in emergency situations or if thirty (30) days' notice is not practical and possible under the circumstances. When the need for leave is not foreseeable or you cannot give the full 30 days' notice, you must give notice as soon as reasonably possible which generally would be no later than the same or next business day of learning of the need for leave.

If you need Military Family Leave you must provide the City with notice of your need for leave as soon as practicable, generally the same or next business day of learning of the need for leave. Your notice should provide the City with enough information to determine whether the leave qualifies as military exigency leave.

You must also discuss the timing of the leave for planned medical treatment, exigency leave or intermittent or reduced schedule leave in advance with your immediate supervisor to ensure that a planned absence will not unduly disrupt the operations of the City. If you fail to provide reasonable notice or discuss the timing of the leave with your immediate supervisor, it may result in the delay, denial or cancellation of your leave.

Until notification is received from the Human Resources Department in writing that a leave request has been approved, the employee must continue to call in to his/her supervisor notifying him/her of their absence. Any change in the originally approved leave must be submitted and approved using the request and certification procedure explained here.

## **Section 7**

### **Certification**

All leave requests must be supported by a certification. Separate certifications forms for medical or each type of military family leave are available from Human Resources.

If your leave request is based on your serious health condition or the serious health condition of your son, daughter, spouse or parent, you must provide the City with a medical certification prepared by the treating health care provider. If your health care provider will submit the form directly, it is your responsibility to check with your provider or the City before the deadline to make the sure form has been sent. If you fail to provide the City with a timely medical certification, your leave request, or your continuation of leave, will be denied.

Medical certification forms must be completed or authorized by the health care provider, not the employee. If the City believes that you filled out or altered part or all of the health care provider's portion of the Medical Certification form, and/or the health care provider did not complete and/or authorize the form, you may be asked to resubmit the form and/or the health care provider may be contacted for authentication of the information. Unauthorized alteration or completion of the form may be considered falsification of a City document, may result in the application of discipline up to and including termination of employment and may result in the delay, denial or cancellation of the leave.

To obtain military exigency leave you must provide the City with a complete and sufficient certification of the exigency. Certification will be required each time you request leave for a different qualifying exigency. The City may request a copy of the covered military member's active duty orders or other documentation issued by the military which might support your need for leave. Additionally, you may be required to provide documents supporting the certification including: a copy of a meeting announcement for informational briefings sponsored by the military, a document confirming an appointment with a counselor or school official, or a copy of a bill for services for the handling of legal or financial affairs.

To obtain military caregiver leave you must provide the City with a complete and sufficient certification from an authorized health care provider of the covered service member. Only those health care providers specified on the Certification form are authorized to complete the form. You will be required to also complete information on the certification form.

The completed certification must be returned to Human Resources within 15 days of the date you receive the form. In cases of foreseeable leave, the forms should be returned before the date the leave begins. If you do not return the form by the 15-day deadline, the leave may be delayed, denied or cancelled. If for any reason beyond your control there is a chance you will not be able to return the form by the deadline, you must contact the Human Resources in advance. Once the form is returned to Human Resources, if the certification is incomplete, you will have at least 7 calendar days to cure the deficiencies. If after the additional time, the certification is still incomplete or you have not returned it to Human Resources, the leave may be delayed, denied or cancelled.

If the medical certification form is unclear, or the City wishes to authenticate the information included in the form, the City may contact the health care provider for clarification or authentication of the information provided.

## **Section 8**

### **Recertification, Second and Third Opinions, and Annual Certification Requirements**

You must provide the City with subsequent medical re-certifications on a periodic basis in certain cases. For example, the City may require recertification every 30 days in connection with an absence. For leaves of absence that are more than 30 days in length, the City may request recertification in connection with an absence when the leave period expires. In all cases an employer may request recertification every six months in connection with an absence. The City may also request recertification in less than 30 days if the circumstances of the condition have changed significantly, if an extension of leave is requested, if the City receives information that casts doubt on the your stated reason for the absence or as otherwise allowed by law. Recertification may be requested for both extended leave and leave taken intermittently or on a reduced schedule. Recertification forms must be returned within fifteen (15) days of the City's recertification request. The failure to return the recertification within the fifteen (15) days may result in the denial, delay or cancellation of the leave.

Upon request by the City, after you have submitted an initial or annual certification, you must submit to another examination, at the City's expense for a second opinion, by a health care provider selected by the City. If the second opinion differs from the initial certification, a third opinion may be obtained. The third opinion is final and binding. The failure to cooperate in this process may result in the denial, delay or cancellation of the leave.

The City also has a right to require a new certification on an annual basis for serious health conditions lasting beyond a single leave year. The same requirements regarding an initial certification



also apply to an annual certification (ex. completion of the form, time to return the form etc., second and third opinion).

## **Section 9**

### **Military Caregiver Leave**

An eligible employee is entitled to 26 workweeks of FMLA leave during a single 12-month period to provide necessary and certified care for a covered service member with a serious injury or illness ("Military Caregiver Leave") if the employee is the spouse, child, parent, or next of kin of the service member. The single 12-month period begins on the first day an eligible employee takes Military Caregiver Leave and ends 12 months after that date. The time period may therefore be separate from the calendar year which defines the taking of all other FMLA leave under this policy. If an eligible employee does not take all of his or her 26 workweeks of Military Caregiver leave entitlement during the 12-month period after the leave has started, any remaining part of the 26 workweeks of leave entitlement is forfeited.

If you have requested leave that qualifies as both Military Caregiver Leave, and leave to care for a family member with a serious health condition during the single 12-month period allotted, the leave will be designated as Military Caregiver Leave during the single 12-month period.

## **Section 10**

### **Rights and Obligations Pertaining to All FMLA Leaves**

#### *A. State Law Concurrence*

Federal FMLA leave will run concurrently with state family or medical leave when applicable.

#### *B. Documentation of Family Relationship*

The City may require a copy of the birth certificate or adoption document as a condition of granting leave related to the birth or adoption of a child. The City may also require a copy of the foster care placement document to grant that qualifying leave. The City may require confirmation of a family relationship for leave taken to care for a son, daughter, spouse or parent, in loco parentis family member with a "serious health condition", to take military exigency leave for a covered military member or to confirm status as a qualifying family member or "next of kin" for Military Caregiver FMLA Leave.

#### *C. Intermittent Leave or Reduced Leave Schedule*

Under certain circumstances, you may be eligible to take FMLA leave intermittently or on a reduced schedule basis, when the schedule is certified as medically or otherwise required.

Federal FMLA leave for the birth, adoption or foster care placement of a child may be taken intermittently or on a reduced leave schedule only if you receive written approval from the City. An Employee must request the leave and obtain written approval for such leave before the federal FMLA leave begins. Federal leave for birth or placement for adoption or foster care must be used within the first twelve (12) months after the event. Under the Wisconsin FMLA, leave for the birth or adoption of a child must be started during a period that runs from sixteen (16) weeks prior to sixteen (16) after the actual birth or adoption. The City requires medical or other certification of the necessity of any partial work schedule. If you take leave in less than full-day increments, you will receive reduced compensation that is consistent with the hours you actually worked.

#### *D. Spouses*

Under the Federal FMLA, if both are eligible, a husband and wife who work for the City may take a total of twelve (12) weeks during the twelve (12) month period for the birth, adoption or placement of a child or to care for a parent with a serious health condition. Additionally, a husband and wife who are both eligible for FMLA leave and are employed by the City are limited to a combined total of 26 workweeks of leave during the single 12-month period of Military Caregiver Leave and which may include no more than 12 weeks of family or medical leave, if that leave is taken for birth or placement of the employees' child, to care for the employee's parent with a serious health condition, or to care for a covered service member with a serious injury or illness.

#### *E. Status Reports and Return to Work*

While you are on leave, you will be required to periodically confirm your status and your intention to return to work. Any employee who decides while on leave that he or she will not be returning to work at the end of the leave should immediately inform the City. When you return from FMLA leave, you will be returned to the position you held immediately prior to the leave if the position is vacant. If the position is not vacant, you will be placed in an equivalent position having the same pay, benefits, and terms and conditions of employment as if you had continued working. However, your right to reinstatement will not apply if your leave continues after your FMLA leave is exhausted or if you indicate you will not return to work from your FMLA leave. "Key Employees"- a salaried employee, whose salary rate is in the top ten percent of the City employees, may be denied restoration to employment on the grounds that such restoration will cause substantial and grievous economic injury to the City. The City will advise you if you are considered a "Key Employee".

#### *F. Fitness for Duty Certification*

The City may require a statement from the health care provider that you are fit to resume your normal duties prior to your return to work. You must contact Human Resources during business hours at least two business days prior to your return to schedule your return to work date.

#### *G. Pay Status*

FMLA leave is generally unpaid. You may, however, request payment of any paid leave you have available under the City's leave policies for the period during which you are on Wisconsin FMLA leave. During your designated Federal FMLA leave, the City has the ability to require employees to substitute all vacation, personal leave, safety day, or sick leave, during the leave period. When paid leave is substituted for your unpaid leave, this leave will not be available to you later. Under no circumstances will you be entitled to additional family and/or medical leave as a result of the substitution of paid leave. Paid leave runs concurrently with unpaid FMLA leave.

#### *H. Health Insurance Coverage*

In order to maintain your group health coverage during your FMLA leave you must continue to pay the same share of the health insurance premiums as you did prior to your leave. If you are on paid leave, your share of premiums may be paid through the City's normal payroll deduction method. If you are on unpaid leave, you must make advance arrangements with through Human Resources to make timely payments on your own. If you fail to make the required premium contributions your coverage will be terminated after appropriate notice. If you fail to return from FMLA, for reasons other than a continuation of a serious health condition, you will be required to reimburse the City for any insurance premiums paid by the City on your behalf while on leave.



*I. Benefits*

Benefits (ex. vacation, personal or sick leave) will not accrue during unpaid FMLA leave and benefits will be prorated by the City accordingly. However, as applicable, the City will continue other benefits such as life insurance during your leave under the same conditions as if you were working.

Other City benefits (dental insurance, retirement, income continuation, etc.) may be continued during periods of unpaid FMLA leave, and arrangements should be made for employee's portion of the payments with the Payroll and Benefits Department.

*J. Secondary Employment*

During any period of FMLA leave, you may not engage in other gainful employment. The City may require written verification that you have not engaged in other gainful employment while on leave. Failure to comply with this provision may result in discipline up to and including termination. Such discipline shall be solely within the City's discretion.

The City will follow the provisions of the most liberal of either the Wisconsin Family and Medical Leave or the Family Medical Leave Act of 1993 as amended.

If an employee does not return to work upon the expiration of FMLA, and no extension of leave has been granted in advance, an employee will be considered to have voluntarily quit his or her employment.

**Civic Duty Leave – Jury Duty / Court Appearance**

The City encourages all employees to be civic minded, and to serve jury duty when selected. An employee that receives notification to serve on a jury must notify their supervisor immediately and provide a copy of the notification. If an employee serves on a jury, they will be paid their regular wage and keep the amount received for jury duty. If Jury duty falls outside of the work hours' employees will not be compensated for this time.

An employee who is subpoenaed to appear before a court, public body or commission in connection with City business, the employee's work duties, and for the interests of the City will be given time off without loss of pay to attend to these matters. An employee who finds it necessary to appear in court on his/her own behalf in litigation involving personal or private matters, or under subpoena for a non-City related issue or matters adverse to the City, will be allowed time off without pay. Under this circumstance, the employee may be able to substitute available vacation pay, with the supervisor's approval.

**Military Leave**

Employees who are entitled to leave military service shall be granted temporary leaves of absence for required hours of duty to the extent permitted by law. The City agrees to pay the differential between the military pay for such required duty and the benefits eligible non-represented employee's regular straight time earnings, so that no loss of pay shall be suffered as a result of such required duty. Such differential pay shall be limited to 30 calendar days of leave in any one year based on orders issued to the employee. At the conclusion of the leave, upon the satisfaction of certain conditions and as permitted by law, an employee generally has a right to return to the same position he or she held prior to the leave or to a position with like seniority, status and pay that the employee is qualified to perform.

### *Continuation of Health Benefits*

During a military leave of less than 31 days, an employee is entitled to continued group health plan coverage under the same conditions as if the employee had continued to work. For military leaves of more than 30 days, an employee may elect to continue his/her health coverage for the duration permitted by law, but will be required to pay all of the premium for the continuation coverage.

### *Requests for Leave*

Upon receipt of orders for active or reserve duty, an employee should notify his/her supervisor and submit a copy of the military orders as soon as possible.

### **Natural Disaster/Snow-Day Policy**

The determination of whether to close city offices due to inclement weather or a natural disaster shall be the sole responsibility of the City Administrator. In the event offices are closed, employees will not be required to report to the office or place of employment, with the exception of personnel designated by the Administrator or Department Head. Employees scheduled to work but not required to report will be paid straight time for their normal schedule for the day. The day does not count as time worked. If an employee believes he or she must report to work due to work responsibilities, the work must be approved by the City Administrator. Those who must report to work during an inclement weather day are entitled to one hour off for each hour worked at a later date as determined by the employee and employee's Department Head, not to exceed eight hours with the exception of Police, Fire, and Library Personnel.

### **Insurance Benefits**

The City of Burlington has established a variety of employee benefit programs designed to assist you and your eligible dependents in meeting the financial burdens that can result from illness and disability, and to help you plan for retirement. This portion of the Employee Handbook contains a very general description of the benefits to which you may be entitled as an employee of the City. Please understand that this general explanation is not intended to, and does not, provide you with all the details of these benefits or address eligibility for benefits. Therefore, this Handbook does not change or otherwise interpret the terms of the official plan documents or assert any expectations or promises of benefits, coverage or eligibility. Your rights can be determined only by referring to the full text of the official plan documents and by the plan administrators. All official plan documents are available for your examination in the Payroll/Benefits Department. To the extent that any of the information contained in this Handbook is inconsistent with the official plan documents, the provisions of the official documents will govern in all cases.

### **Health Insurance**

The City provides a self-insured PPO Health Insurance Plans administered by a third-party administrator for all employees who work a regular schedule and the expectation is for that employee to work 30 hours or more per week. Health Insurance will take effect on the 31st day of employment.

Employees who are eligible for health insurance coverage may opt out of the plan or seek reduced coverage after providing the city with proof of alternate coverage through another source. Employees eligible for family coverage who elect to receive single coverage only shall receive a monthly payment of \$200.00. Employees eligible for family coverage who elect to waive all coverage shall receive a monthly payment of \$400.00. Employees eligible for single coverage who waive all coverage shall receive a monthly payment of \$200.00.



### **Dental Insurance**

The City offers a dental insurance plan. Dental insurance will take effect the 1st of the month following 30 days of employment. The City pays one hundred percent (100%) of the premium for single and family coverage for an eligible employee. The total plan description and the payment of costs for major and basic services is described in the benefits plan summary.

### **Vision Insurance**

The City offers a vision insurance plan covering materials only. Vision Insurance will take effect the 1st day of employment. The City pays \$5.00 towards this benefit, and the eligible employee pays the difference of the premium for single and family coverage.

### **Group Life Insurance**

The City provides life insurance through the Department of Employee Trust Funds in the amount of one times an employee's annual salary rounded to the next highest even thousand for a WRS eligible employee. Contact the Payroll & Benefits Department to purchase additional coverage for yourself, spouse and dependents which are available at employee cost.

### **Retirement Plan**

The City participates in the Wisconsin Retirement System. Eligible employees are required to pay a portion of the contribution into the Plan.

### **Deferred Compensation**

Eligible employees of the City may participate in the Deferred Compensation Plan. Deferrals cannot begin until after you execute a Participation Agreement. Employees are to contact the Benefits Department for additional information.

### **Worker's Compensation and Light Duty**

The City is covered under statutory state Workers' Compensation Laws. Should you sustain a work-related injury, you must immediately notify your department supervisor. In the case of an emergency, you should go to the nearest hospital emergency room for treatment.

### **Tuition Reimbursement Policy**

If an employee is a regular full-time employee and has worked for the City in that capacity for at least one (1) year, then he or she may be eligible to participate in the City's tuition reimbursement program, subject to budgetary restrictions. In the event that the City agrees to support an employee's academic efforts, and believes that the employee's general job performance warrants such belief, the City will partially reimburse the employee for tuition of certain courses that it believes are job-related. Employees could be reimbursed up to \$200 per credit hour with a maximum expense of \$1800 per traditional college or university semester/trimester for a Maximum of \$3,600.00 per calendar year.

Eligible courses must be directly and substantially related to an employee's improving productivity in his or her current job. The amount an employee receives will depend on the City's approval and upon the grade received. To receive tuition reimbursement, an employee must apply and be approved before the course begins. This is how the program works:

1. Request a Tuition Reimbursement Pre-Approval Form from your Department Manager. Completed form should be return back to your Department Manager for approval. Completed form needs to be returned no later than October 1 for reimbursement in the following budget year. This form includes an agreement and acknowledgement of the employee's reimbursement obligations to the City .
2. Once the Department Manager has approved the Tuition Reimbursement Pre-Approval form, this will need to be sent to the City Administrator for approval. The City Administrator will return the form back to the Manager/Supervisor who will then notify the employee for the approval/denial.
3. The employee pays the initial course fees.
4. Once the employee receives their grades, the employee should complete the Tuition Reimbursement Request Form and give to the Department Manager with a copy of the paid tuition bill and final grades. The Department Manager will turn in the Tuition Reimbursement form and the documentation of what was paid and grades to the payroll department for reimbursement to the employee on the next payroll.
5. For 100 percent reimbursement of up to \$200.00 per credit, the employee must receive a grade of "A". Reimbursement of 75 percent of up to the \$200.00 per credit the employee must receive a grade of "B". No reimbursement is provided for a grade below a "B". If an employee resigns or is terminated before receiving a grade, the employee will not be reimbursed for tuition expenses. If an employee resigns or is terminated within twelve (12) months after receiving the reimbursement payment, then the employee must repay the City in full for the reimbursement amount.

### **Resignation, Termination or Layoff**

When an employee decides to leave for any reason, his/her supervisor and the Administration Department would like the opportunity to discuss the reasons for leaving and any other impressions the employee may have of the City. These insights are helpful. After full consideration, if the employee decides to leave, it is requested that the employee provide the City with a written two-week advance notice period (vacation days or personal days should not be included in the two-week notice period). The City will only compensate employees for unused earned vacation if the employee works throughout the notice period and is not terminated for violations of City policy; otherwise, unused vacation will be considered unearned.

- A. Benefits-Medical and dental benefits end as determined by the insurance plans, which at this time are at the last day of the month in which your last day of employment falls. An employee has the option to continue Medical/Dental Benefits in accordance with the COBRA regulations.
- B. Any property issued to the employee, such as computer equipment, keys, uniforms, company credit cards, etc. is the property of the City of Burlington and must be returned at the time of termination. Employees are responsible for any lost or damaged items.
- C. Layoff and Recall. Many situations arise that can result in the need to lay employees off from their positions with the City. These reasons include, but are not limited to: lack of work; financial reasons; the elimination of a position; changes in duties or responsibilities; organizational changes; and other business related reasons. Layoffs can be temporary or permanent, depending on the situation.

If an employee is laid off, the job duties remaining may be assigned to other employees with required qualifications.



An employee that is laid off will remain on the health insurance through the date as designated by the City. After that, they will have the opportunity to continue on the health insurance, at their own expense, under continuation rights.

Other insurance benefits (life insurance, disability insurance, retirement benefits, etc.) will end the day of layoff. If this is a temporary layoff, benefits will be reinstated effective the first day the employee returns to work. Further questions about benefits during the time of a layoff should be directed to the Payroll & Benefits Coordinator.

### **Final Paycheck**

Employees leaving the City must return office keys, corporate credit cards, etc., before their final paycheck can be issued. This final paycheck will be mailed during the next normal pay period. If there are unpaid obligations to the City, the final paycheck will reflect the appropriate deductions.

## APPENDIX A

### **Non-Discrimination, Anti-Harassment and Anti-Retaliation Policy**

It is the policy of the City of Burlington that all employees have the right to work in an environment free of all forms of unlawful harassment, discrimination and retaliation. The City of Burlington will not tolerate, condone, or allow harassment, discrimination or retaliation by any employee or other non-employees who conduct business with the City. The City of Burlington considers harassment, retaliation and discrimination of others based on one's protected status to be forms of serious employee misconduct. Therefore, the City shall take direct and immediate action to prevent such behavior, and to remedy all reported instances of harassment and discrimination. A violation of this City policy can lead to discipline up to and including termination, with repeated violations, even if minor, resulting in greater levels of discipline as appropriate. For purposes of this Policy, individuals covered under this policy include employees and applicants for employment, volunteers, and elected and appointed officials, collectively referred to as employees.

This policy prohibits any City employee from harassing another employee. Harassment is any verbal, written, visual or physical act that creates a hostile, intimidating or offensive work environment or interferes with an individual's job performance. Prohibited harassment includes, but is not limited to:

- Ridiculing, mocking, deriding, or belittling another person;

- Making offensive or derogatory comments to any person, either directly or indirectly, based on race, color, sex, religion, age, disability, sexual orientation, or national origin. Such harassment is a prohibited form of discrimination under state and federal employment law and is also considered misconduct subject to disciplinary action by the City of Burlington.

- Usage of voicemail, e-mail, the Internet, or other such sources as a means to harass another individual.

This policy prohibits any City employee, regardless of gender, from sexually harassing another employee. Prohibited sexual harassment includes, but is not limited to:

- Unwelcome sexual advances, flirtations, propositions or requests for sexual favors;

- Unwelcome verbal abuse of a sexual nature, including sexually degrading words to describe an individual and graphic or suggestive comments to or about an individual;

- Unwelcome physical contact or gestures;

- Making submission to (or rejection of) such conduct a factor in the employment decisions affecting the employee;

- Permitting such conduct to interfere with an employee's work performance, or to create a hostile, intimidating or offensive work environment;

- The display in the workplace of sexually suggestive objects or pictures, including nude and semi-nude photographs, calendars, comics, or jokes.

- Usage of voicemail, e-mail, the Internet or other such sources as a means to express or obtain sexual materials, comments, etc.

Sexual harassment by an employee, supervisor or manager or any other person will not be tolerated.

All supervisors are responsible for preventing and eliminating harassment, retaliation and discrimination based on protected status in their respective work areas or departments.



An employee who believes he/she has been the subject of harassment, discrimination or retaliation or who has witnessed such conduct against another person should promptly take the following steps:

- (1) Politely but firmly state to the person who is doing the offending conduct how you feel about his/her actions and request that the person cease such behavior immediately.
- (2) Report the matter as soon as possible to your immediate supervisor. State in writing the specific details, and particularly the facts, of the behavior.

It is the policy of the City to receive all reasonable complaints, seek early corroboration and quickly apply remedial action, including sanctions, when appropriate. Any complaint of harassment shall receive the immediate attention of the supervisor to whom it is made. The supervisor shall immediately forward all complaints brought to his/her attention to his/her department head and the City Administrator for investigation. Supervisors shall not discourage employees from making complaints. If a matter involves a supervisor, then the complainant may approach the Department Head or City Administrator. If the matter involves a Department Head, then the complainant should contact the City Administrator. If the matter involves the City Administrator, then the complainant should contact the Mayor or Council President. If the matter involves an elected officeholder, then the complainant should contact the Administrator and executive or legislative leader. An investigation will be undertaken to determine the facts of the complaint. The investigation will include conferring with the parties and witnesses named by the complaining person. Because of its sensitive nature, complaints of harassment will be investigated with particular care and should remain, to the extent possible, confidential. After appropriate investigation, any employee found to have harassed another person will be subject to appropriate disciplinary action, up to and including discharge, and the City will also take prompt and appropriate remedial action designed to end the harassing behavior and to make the victim whole.

Retaliation against any employee for filing a harassment, discrimination or retaliation complaint, or for assisting, testifying, or participating in the investigation of such a complaint, is prohibited by the City of the Burlington and by the law. Retaliation is a form of employee misconduct. Any evidence of retaliation shall be considered a separate violation of this policy and shall be handled by the same complaint procedures established for harassment complaints.

The City recognizes that the question of whether a particular action or incident is a purely personal, social matter without a discriminatory affect requires a factual determination based on the facts of the incident. The City also recognizes that false accusations of harassment can have serious adverse effects. The City expects all employees to act honestly, in good faith, and responsibly in complying with and enforcing this policy. It is the City's desire to continue providing a pleasant work environment for all employees, free of harassment, discrimination and retaliation.

## APPENDIX B

### Health Insurance Privacy Policy

During the course of performing assigned job duties, certain employees may use or disclose health information of City health plan participants (“Health Information”). As a hybrid covered entity, the use and disclosure of Health Information by employees of the City is governed by the rules and regulations established under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”); the Health Information Technology for Economic and Clinical Health Act (“HITECH”); other applicable federal and state laws governing the privacy and security of Health Information; and related contracts, policies and procedures of the City. You can access the City’s HIPAA and HITECH policies and procedures by contacting the City Administrator.

All workforce members that handle such Health Information must at all times do so in a confidential manner, and commit to the following obligations:

Participate in and attend all HIPAA/HITECH related training and education provided by the City.

Comply with all City policies and procedures regarding Health Information.

Use and disclose Health Information only in accordance with City policies, this Handbook, HIPAA, HITECH, and other applicable federal and state laws governing the privacy and security of health information.

Not disclose or discuss Health Information with anyone outside of the City except as expressly authorized by the City for purposes of fulfilling properly assigned duties.

Request, obtain, use, and disclose only the minimum necessary Health Information as necessary to perform assigned duties.

Take reasonable care to properly secure Health Information and take steps necessary to ensure that unauthorized employees or third parties cannot view or access Health Information.

Not disclose passwords to anyone or allow anyone to access any Health Information without the express permission of the City. Not record or post passwords in an accessible location. Not use any other person’s password to access Health Information.

Immediately notify a supervisor of any vendor who needs access to Health Information in order to provide services to the City health plan but does not have a valid, executed business associate agreement on file.

Immediately report to a supervisor any unauthorized use or disclosure of Health Information of which you become aware.

Safeguard all claims, reference materials, policies, handbooks, papers, equipment, and software containing Health Information.

Failure to comply with any of the obligations set forth in this Policy shall subject the employee to disciplinary action, up to and including suspension or termination of employment, which will be determined based upon several factors, including but not limited to the following:

Severity of the violation

The potential of harm to individuals and the City

Frequency of the violation

Whether the violation was also a violation of HIPAA, HITECH, or other applicable federal or state law governing privacy and security of Health Information:

The employee’s intent



Employee work history and performance

Any mitigating or aggravating circumstances

The above factors will be taken into account in varying weights depending upon the specific circumstances of each violation. A single violation of this Policy may result in termination.

The City of Burlington is also required to abide by the terms of this policy, which may be amended from time to time. The City reserves the right to change the terms of this policy and to make the new policy provisions effective for all health information that it maintains. If the City of Burlington changes its policies and procedures, the City will revise the policy and will provide a copy of the revised policy to all plan participants within 60 days of the change. Plan participants have the right to express complaints to the City of Burlington and to the Secretary of the Department of Health and Human Services if it is believed that privacy rights have been violated. Any complaints to the City of Burlington should be made in writing to the City Administrator.

The City of Burlington will not retaliate against any plan participant for filing a complaint. The City of Burlington has designated the City Administrator, as its contact person for all issues regarding patient privacy and plan participant privacy rights.

## APPENDIX C

### **Americans with Disabilities Act (ADA) Policy**

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 ("ADA"), the City of Burlington will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities.

**Employment:** the City of Burlington does not discriminate on the basis of disability in its hiring or employment practices and complies with all ADA regulations.

**Effective Communication:** the City of Burlington will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities so they can participate equally in the City's programs, services, and activities, including qualified sign language interpreters, documents in Braille, and other ways of making information and communications accessible to people who have speech, hearing, or vision impairments.

**Modifications to Policies and Procedures:** the City will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all of its programs, services, and activities. For example, individuals with service animals are welcomed in the City's offices, even where pets are generally prohibited.

Anyone who requires an auxiliary aid or service for effective communication, or a modification of policies or procedures to participate in a program, service, or activity of the City should contact the [insert position, mailing address, telephone number] as soon as possible but no later than 48 hours before the scheduled event.

The ADA does not require the City to take any action that would fundamentally alter the nature of its programs or services, or impose an undue financial or administrative burden.

Complaints that a program, service, or activity of the City of Burlington is not accessible to persons with disabilities should be directed to the City Administrator, City of Burlington

The City of Burlington will not place a surcharge on a particular individual with a disability or any group of individuals with disabilities to cover the cost of providing auxiliary aids/services, or reasonable modifications of policy, such as retrieving items from locations that are open to the public but are not accessible to persons who use wheelchairs.



## APPENDIX D

### **Grievance Procedure for City of Burlington**

#### *Discipline and Grievance Procedure*

##### Discipline

Discipline may result when an employee's actions do not conform with generally accepted standards of good behavior, when an employee violates a policy or rule, when an employee's performance is not acceptable, or when the employee's conduct is detrimental to the interests of the City of Burlington (City). Disciplinary action may call for any of four steps – verbal warning, written warning, suspension (with or without pay) or termination of employment – depending on the problem and the number of occurrences. There may be circumstances when one or more steps are bypassed. Certain types of employee problems are serious enough to justify either a suspension or termination of employment without going through progressive discipline steps. The City reserves the right, in its sole discretion, to impose disciplinary action as may be appropriate to the particular circumstances.

##### Grievances

This policy is intended to comply with Section 66.0509, Wis. Stats., and provides a grievance procedure addressing issues concerning workplace safety, discipline and termination. This policy applies to all employees covered under Section 66.0509, Wis. Stats., other than police and fire employees subject to Section 62.13(5), Wis. Stats. An employee may appeal any level of discipline under this grievance procedure. For purposes of this policy, "workplace safety" is defined as conditions of employment affecting an employee's physical health or safety, the safe operation of workplace equipment and tools, safety of the physical work environment, personal protective equipment, workplace violence, and training related to same.

Employees should first discuss complaints or questions with their immediate supervisor. Every reasonable effort should be made by supervisors and employees to resolve any questions, problems or misunderstandings that have arisen before filing a grievance.

**Step 1 – Written Grievance Filed with City Administrator.** The employee must prepare and file a written grievance with the City Administrator within ten (10) business days of when the employee knows, or should have known, of the events giving rise to the grievance. The written grievance must contain the name and position of the employee filing it, a statement of the grievance, the issue involved, the relief sought, the date the event giving rise to the grievance took place, the employee's steps to orally review the matter with the employee's supervisor and the employee's signature and the date. The City Administrator or his/her designee will investigate the facts giving rise to the grievance and inform the employee of his or her decision, if possible within ten (10) business days of receipt of the grievance. In the event the grievance involves discipline, workplace safety or termination of the City Administrator, the grievance shall be filed with the Mayor and the Mayor or his/her designee shall conduct the Step 1 investigation.

**Step 2– Impartial Hearing Officer.** If the grievance is not settled at the first step, the employee may request in writing, within ten (10) business days following receipt of the Step 1 decision, a request for written review by an impartial hearing officer. The City shall designate the impartial hearing officer. The impartial hearing officer will determine whether the City acted in an arbitrary and capricious manner. In all cases, the grievant shall have the burden of proof to support the grievance. This process does not involve a hearing before a court of law; thus, the rules of evidence will not be followed. Depending on the issue involved, the impartial hearing officer will determine whether a hearing is necessary, or whether the

case may be decided based on a submission of written documents. The impartial hearing officer shall prepare a written decision.

**Step 3 – Review by the Governing Body** If the grievance is not resolved after Step 2, the employee or the City Administrator shall request within ten (10) business days of receipt of the written decision from the hearing officer a written review by the Governing Body. For Library employees, the appeal shall be filed with the Library Board. For all other employees, the appeal shall be filed with the City Council. The City Council shall not take testimony or evidence; it may only determine whether the hearing officer reached an arbitrary or incorrect result based on a review of the record before the hearing officer. The matter will be scheduled for the City Council's next regular meeting. The City Council will inform the employee of its findings and decision in writing within ten (10) business days of the City Council meeting. The City Council shall decide the matter by majority vote and this decision shall be final and binding.

If the employee fails to meet the deadlines set forth above, the grievance will be considered resolved.

## APPENDIX E

### **Flexitime Policy for Exempt Employees**

Flexitime is a provision that gives Exempt employees the flexibility to perform their assigned duties outside of conventional business hours. The flexitime option is not an employee benefit; it is a management option that provides an alternative means to fulfill work requirements.

#### Provisions

The opportunity to engage in flexitime must be approved by both the employee and the employee's supervisor, and must demonstrate mutual benefit. The City of Burlington reserves the right to revoke flexitime privileges at any time for reasons including, but not limited to, scheduling conflicts, concerns regarding the productivity of employees, and a decline in customer service levels.

The normal workweek for all administrative and supervisory staff, per their job description, shall be as necessary to properly perform the duties of their job. They shall be considered to be on duty whenever a need exists for their services. This means that sometimes they are required to work outside of the normal workday of 8 hours or the normal workweek of 40 hours. When this happens they may be allowed to take Flexitime at the discretion of the Department Director. Flexitime is defined as time off granted to Exempt employees for working beyond their normal work schedule.

#### Proper Use of Flexitime

Flexitime is earned at a 1 to 1 rate; that is, 1 hour of flex time for 1 hour worked beyond the normal schedule.

Flexitime cannot be accumulated and must be used by the end of the next pay period following the accrual pay period, otherwise the time is lost. It is not necessary to complete a Leave Request form when utilizing Flexitime.

Employees wishing to use flexitime must submit their request to their Department Director. The consent of the Department Director must be obtained prior to the use of flex time.

The Department Director will make reasonable efforts to accommodate the employees' preferences. However, no request for a change in work hours shall be approved if the change would diminish the effectiveness of the employees' functions or requirements of the job.

This policy is not meant to permit employees to work during lunch and end their workday earlier than they should.

Employees shall be responsible for attending all mandatory department meetings and training. Employees shall be expected to attend such events even if the meeting or training is scheduled at an "off" time.

### Exceptions

The exception to this policy is only for Sergeants from the Police Department. Due to their shift work schedules and the inability to take time off within the same pay period, an exception is warranted to avoid incurring additional costs to the City of Burlington. Sergeants may accumulate flextime and must be used by the end of the calendar year in which it was earned or the time will be lost.

### RESPONSIBILITIES: Department Directors

Department Directors may consider, approve, and revise work schedules based on business needs. Approval of alternative work schedules should ensure that:

The level and quality of customer service is maintained or increased.

Schedules coordinate with needs of internal and external customers.

Resources are used efficiently and effectively.

Operational deadlines are met without increased overtime or comp accrual.

### RESPONSIBILITIES: Employee

Completing assigned work.

Using work time effectively.

Assuring the same or improved level of customer service.

Maintaining dependable attendance.

Documenting timekeeping accurately, and

Communicating work needs to his/her Director/Manager.



## APPENDIX F

### Electronic Tablet Usage Agreement

This policy explains the purpose and appropriate use of tablets issued to elected officials and/or city staff.

#### I. Scope

In 2013, the Mayor and Common Council determined that it was in the best interest of the City to distribute agendas, meeting packets, and other City documentation to the Common Council in electronic format ("Program"). The Program reduces waste, improves communication with residents, and offers a cost-effective and expeditious means of carrying out City business. The City will no longer provide paper meeting packets to Council and Executive Staff Members if the Council or Executive Staff Member chooses to accept a tablet. One hard copy of the paper meeting packet will still be available at every meeting.

#### II. Equipment

To minimize compatibility issues and maximize technological opportunities, the City may provide the following equipment ("Equipment") to each Common Council or Executive Staff member ("User"), while in office, for the primary purpose of furthering the objectives of, and participating in, the Program:

Samsung Galaxy Tab A and Samsung Galaxy Pro;  
Accessories include: USB Cable, and USB Power Adapter; and  
Folio Protective Case (Executive Staff to purchase separately)

Receipt of Tablets: Users have already been issued separate City e-mail accounts. Applications for e-mail, file management and document processing will be installed by Staff on the tablet and shall be used to send Users official City documents, including, but not limited to, Common Council agendas, staff reports, and meeting packets. Users may also use the tablet to send e-mails relating to City business.

#### III. Equipment Agreement Terms

Users are asked to execute an Equipment Usage Agreement ("Agreement") and adhere to the Agreement's terms, which include the following:

Usage of Equipment: Users must use the Equipment for the primary purpose of furthering the objectives of, and participating in, the Program. Users may occasionally use the Equipment for personal use; however any personal use will be incidental to the primary purpose of participating in the Program. Users agree not to use the Equipment in violation of any current or future policy of the City regarding the use of its computer system, e-mail system and internet system.

City Ownership and Access to Equipment: The Equipment is, and shall at all times during the term of the Agreement, remain the property of the City. Users acknowledge that all files stored locally on the Equipment may be public records subject to disclosure under the Wisconsin Open Records Law,

pursuant to Wisconsin Statutes §19.21-19.39, and the Wisconsin Open Meeting Law, pursuant to Wisconsin Statutes §19.81-19.98. The Common Council and staff agree to provide the City with access to the Equipment and all files stored locally on the Equipment promptly upon request by the Mayor or City Administrator.

**Care of Equipment:** Users are responsible for the general care of the tablet that they have been issued. Tablets must remain free of any writing, drawing, stickers or labels that are not the property of the City. Only a clean, soft cloth should be used to clean the screen. Tablets that malfunction or are damaged must be reported to the City Clerk. The City will be responsible for having the malfunctioning unit repaired. If, due to the User's misuse or neglect, the tablet is stolen or lost, the Council Member/staff shall pay the full replacement value.

Tablets that have been damaged from misuse, neglect or accidental damage, in the sole and exclusive judgment of the City Administrator, will be repaired by the City, with the cost borne by the User. Damage includes, but is not limited to, broken screens, cracked plastic pieces, and inoperability. If the cost to repair the tablet exceeds the cost of purchasing a new device, the User shall pay the full replacement value.

**Software on Tablets:** The software and applications installed by the City must remain on the tablets in usable condition and be readily accessible at all times. From time to time, the City may add or upgrade software applications for use by the User such that the User may be required to check in their tablets with the City Clerk for periodic updates and synching. Users should report any malfunction in software and applications to the City Clerk. Any software, e-mail messages or files downloaded via the Internet into the City systems become the property of the City and may only be used in ways that are consistent with applicable licenses, trademarks or copyrights. If technical difficulties occur or illegal software is discovered, the tablet computers will be remotely wiped clean and restored to factory default. The City does not accept responsibility for the loss of any software, electronic content or documents deleted due to a remote wipe and restore.

**Acceptable Use:** Users should be aware, and by signing this Policy and accepting a City tablet agree, that they understand that the tablet and all data and applications contained on the tablet are not private or confidential. Users should have no expectation of privacy with respect to any use of the tablet or the applications installed on the tablet. Users shall not use the tablets in any way as to violate federal, state, or local laws. Users shall not use the tablets to deliberately propagate any virus or other hostile computer program or file, to disable or overload any computer system or network, or to circumvent any system intended to protect the privacy or security of another user.

**Term:** The term of the Agreement will be for the period of time commencing on the effective date of the Common Council Alderman commencing his/her official duties until the expiration or termination for any reason of the term of office of the Alderman; provided, however, that the City may terminate the Agreement immediately upon violation by the Board Member of any term or provision of the Agreement. Upon termination, the Alderman will promptly return the Equipment to the City.

The staff term will be for the period of time commencing on the effective date of issuance until the resignation or termination for any reason of employment; provided, however, that the City may



terminate the Agreement immediately upon violation by the staff of any term or provision of the Agreement. Upon termination, the staff will promptly return the Equipment to the City.

**Return of Tablets:**

Users shall return their tablet to the City Clerk when the User's term and service on the City Council has ended. Upon return of the tablet to the City and following the preparation of any appropriate backup files, the tablet will be wiped clean of any and all information at the end of a Council Members term and service.

**Compliance with Policy:**

The City reserves the right to inspect any and all files stored on tablets that are the property of the City in order to ensure compliance with this Policy. Users do not have any personal privacy right in any matter created, received, stored in, or sent from any City issued tablet, and the Common Council shall institute appropriate practices and procedures to ensure compliance with this Policy as outlined in the Electronic Communications and Data Devices policy.

## APPENDIX G

### **Social Media Use Policy, Standards and Procedures**

#### **Purpose**

To address the fast-changing landscape of the Internet and the way residents and businesses communicate and obtain information about the City of Burlington online, the City departments may consider using social media tools to reach a broader audience. The City encourages the use of social media to further the goals of the City and the missions of its departments, where appropriate.

The City has an overriding interest and expectation in deciding what is “announced” or “spoken” on behalf of the City on social media sites. This policy establishes both internal and external procedures for the use of social media.

#### **Scope:**

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

#### **Definitions:**

“City Websites” are all websites that are owned, maintained, or controlled by the City on which information is posted for public viewing or use.

“Social Media Pages” are web pages that provide a means for various forms of discussion and information-sharing, and include features such as social networks, blogs, video sharing, podcasts, wikis, message boards, and news media comment sharing/blogging. Social Media Pages are hosted by websites that authorize multiple users to establish, post content on, and operate their own individual Social Media Page. Technologies associated with Social Media Pages often include picture and video sharing, wall postings, e-mail, instant messaging, and music sharing. Examples of websites that host Social Media Pages include, but are not limited to, Google and Yahoo Groups (reference, social networking); Wikipedia (reference); Facebook (social networking); YouTube (social networking and video sharing); Flickr (photo sharing); and Twitter (social networking and microblogging).

“Social Networking Activities” are the activities undertaken to make and maintain connections and engage with business and/or social contacts, which include making connections through clubs, organizations, phone contacts, written correspondence or through internet-based websites, applications, and services. The City may use a variety of web-based groups, technology, or applications for the purpose of Social Networking Activities.

#### **General**

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

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

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

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

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

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

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

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

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

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

Users and visitors to the City's social media sites shall be notified that the intended purpose of the site is to serve as a means of communication between City departments and members of the public. The City has a unique policy pertaining to Facebook (see below); however, for all other social media formats, the City's social media site articles, posts and comments containing any of the following forms of content shall not be allowed and shall be removed as soon as possible:

- Sexual content or links to sexual content
- Solicitations of commerce
- Conduct or encouragement of illegal activity
- Information that may compromise the safety or security of the public or public systems
- Content that violates a legal ownership interest of any other party

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

These guidelines must be displayed to users or made available by hyperlink on all social media formats that allow the removal of user comments, posts, etc. (e.g., Twitter does not allow for the removal of tweets). Any content removed based on these guidelines must be retained, including the time, date and

identity of the poster when available (see the City's Facebook and Video Posting standards), in accordance with the City's policy on the retention of such information.

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

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

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

## **PROCEDURES**

### **Administration of the City's Social Media Sites**

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

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

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

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

Operational and use guidelines

Standards and processes for managing accounts on social media sites

City and departmental branding standards

Enterprise-wide design standards

Standards for the administration of social media sites

Social Media Standards

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

Twitter

Facebook

Video - Video Posting

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

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

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

City Employees posting content must follow these guiding principles:

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



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

Keep postings factual and accurate.

Post meaningful, respectful entries that are on topic.

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

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

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

Remember that your postings are ultimately your responsibility.

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

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

Commentary or personal opinions.

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

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

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

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

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

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

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

Personal attacks, insults, or threatening language.

Private or personal material published without consent.

Profane language or obscene content.

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

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

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

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

City Employees posting content must follow these guiding principles:

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

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

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

Remember that your postings are ultimately your responsibility.

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

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

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

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

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

### **City Employee Discipline**

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

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

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

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

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

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

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



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

## **TWITTER**

### **Purpose**

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

### **Content**

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

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

Twitter accounts shall serve three primary purposes:

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

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

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

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

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

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

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

### **Archive**

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

## FACEBOOK

### Purpose

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

### Format

For 'type' description, choose "government".

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

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

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

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

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

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

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

A link to [www.burlington-wi.gov](http://www.burlington-wi.gov) will be included on the Info page.

### **Page Administrators**

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

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

### **Comments and Discussion Boards**

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

### **Photos and Video**

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

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

### **Style**

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

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

### **Applications**

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

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

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

## **Archive**

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

## **Indemnity**

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

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

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

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

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

## **VIDEO POSTING**

### **Purpose**

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

### **Video Posting Guidelines**

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

Video quality must be comparable to DVD resolution quality.

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

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

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



### **Submitting Videos to Hosting Sites**

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

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

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

### **Archive**

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

### **Social Media AND Networking ACKNOWLEDGEMENT**

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

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

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







**COMMITTEE OF THE WHOLE AGENDA**

**ITEM NUMBER: 6**

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**DATE:** January 3, 2017

**SUBJECT:** MOTION 17-859 to approve an Airport Hangar Lease with Dale Severs, 824 Hotel Taxiway, at the Burlington Municipal Airport.

**SUBMITTED BY:** Gary Meisner, Airport Manager and Alderman Todd Bauman

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**BACKGROUND/HISTORY:**

The Airport Committee met on Thursday, December 15, 2016 and recommends that the City enter into a not-to-exceed twenty-nine year Airport Hangar Lease agreement with Dale Severs for 824 Hotel Taxiway. The amount of the lease equals the sum of \$.095 per square foot with a total of 2,400 square feet, equaling \$228.00, prorated in the first and last years of the Lease with the first-year payment of \$0 due at signing, and payable thereafter in advance of the 1<sup>st</sup> day of January of each and every consecutive year of the lease term commencing January 1, 2017.

**BUDGET/FISCAL IMPACT:**

An annual payment of \$228.00 will be paid to the City each year by January 1 for lease of the hangar.

**RECOMMENDATION**

Staff recommends approval of this Airport Hangar lease with Dale Severs.

**TIMING/IMPLEMENTATION:**

This item is scheduled for discussion at the January 3, 2017 Committee of the Whole meeting and placed on the January 17, 2017 Common Council agenda for final consideration.

**ATTACHMENTS:**

Airport Hangar Lease

## AIRPORT LEASE

This lease Agreement, made and entered into this 1<sup>st</sup> day of November, 2016 by and between the City of Burlington, State of Wisconsin, a municipal corporation existing through and under the authority of the laws of the State of Wisconsin, hereinafter referred to as "Lessor", and Dale Severs whose mailing address is 7205 Oxford Circle, Fox Lake IL 60020 hereinafter referred to as "Lessee"; the Lessor and Lessee for and in consideration of the keeping by the parties of their respective obligations hereinafter contained, agree as follows:

### ARTICLE 1 PREMISES SUBJECT TO LEASE

The premises subject of this Lease are:

That part of the hangar area of the Burlington Municipal Airport delineated on the official map of the Burlington Municipal Airport maintained at the office of the City Clerk at City Hall and identified as 824 Hotel Taxiway. This Lease does not include use of City Water.

### ARTICLE 2 TERM

The term of this Lease shall be from Nov 1, 2016 to October 31, 2045 [not to exceed 29 years] both dates inclusive. This Lease shall be automatically renewed for successive ten-year periods thereafter upon mutually agreed-upon terms and approval of the renewal shall not be unreasonably withheld by the Lessor. This Lease is not transferable, See Article 5, Section G.

### ARTICLE 3 RENT

The Lessee shall pay to the Lessor as rent for the Leased Premises the sum of \$ .095 per square foot for the leased area, which contains a total of 2400 square feet, for a total amount of \$ 228.00, prorated in the first and last years of the Lease with the first-year payment of \$ 0 due at signing, and payable thereafter in advance of the 1st day of January of each and every consecutive year of the lease term commencing on January 1, 2016 subject to the provisions set forth in Article 5, Section A.

### ARTICLE 4

Lessee agrees that rent charged is based on intended:

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

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

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

## ARTICLE 5

### ADDITIONAL PROVISIONS

**A. RENTAL INCREASES.** The Lessor may adjust the rental charge rate in the year 2010 and every five years thereafter, as determined by the Airport Committee in the same proportion as the cumulative change in the Consumer Price Index for all urban customers (CPI-U) over the same time period. In the event of a rate change, Lessor shall give Lessee sixty (60) days advance notice.

**B. IMPROVEMENTS.** Lessee agrees to erect on the Leased Premises a hangar, if not already constructed, and shall comply with all ordinances, building codes, and zoning restrictions for said airport, and the rules, regulations, and orders of the Airport Committee relative thereto.

**C. USE OF FACILITIES.** Lessee shall have the right to the non-exclusive use in common with others of the airport parking areas, appurtenances and improvements thereon; the right to install, operate, maintain and store, subject to approval of the Airport Committee, all equipment necessary for the safe hangaring of the Lessee's planes, specifically excluding any aviation gasoline or fuel; the right of ingress to or egress from the demised premises, which shall extend to Lessee's employees, guests and patrons; the right, in common with others so to do, to use common areas of the airport including runways, taxiways, aprons, roadways, and other conveniences for the take-off, flying and landing of aircraft of Lessee. Lessee shall not store any equipment or other material outside of its hangar without the written consent of the Airport Committee.

**D. COMPLIANCE WITH LAWS.** Lessee agrees to observe and obey during the term of this Lease all laws and ordinances, and the rules and regulations promulgated and enforced by the Airport Committee of the City of Burlington, and other proper authority having jurisdiction over the conduct of the operations of the airport including city, county, state and federal agencies or departments.

**E. INDEMNIFICATION.** Lessee agrees to indemnify and hold the Airport Committee and the City of Burlington free and harmless from loss from each and every claim and demand, of whatever nature, made on the behalf of or by any person or persons for any act or omission on the part of the Lessee, or Lessee's agents, employees, guests and patrons and from all loss or damage by reason of such acts or omissions.

**F. SUBLEASE-RENTAL OF PREMISES.** Lessee may sublet portions of the hangar constructed on the Leased Premises for the same purposes as stated in this Lease, subject to this policy of the Airport Committee relative to rental rates: It is agreed and understood by Lessee that the rate agreed to in this Lease is for (choose one) XX personal use \_\_\_\_\_ commercial use. Under this agreement it is understood by the parties that if property is sublet, the appropriate rate will be applied to this Lease from the following January 1. In the event that Lessee fails to disclose a sublease, he agrees to pay the City the amount of the increased rental for the period of any failure to so disclose.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Q. NON-DISCRIMINATION.** The Lessee, for himself or successors in interest and assigns, as a part of the consideration hereof, does hereby covenants and agree that: (1) no person, on the grounds of race, color, religion, or national origin, shall be excluded from participation in, denied the benefits of, or otherwise subject to discrimination in the use of the leased facilities of the City of Burlington Municipal Airport; (2) in the construction and maintenance of any improvements on, over, or under such land and the furnishing of services thereon or therein, no person on the grounds of race, color, religion or national origin shall be excluded from participation in, denied the benefits of, or otherwise subject to discrimination; (3) the Lessee shall use the premises in compliance, as applicable, with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Sub-Title A, Office of the Secretary, Part 21, Non-Discrimination, in federally assisted programs of Title VI of the Civil Rights Act of 1964, and as said regulation may be amended.

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

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

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

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

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

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

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

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

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

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

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

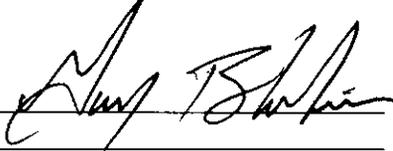
- (1) Rights and liabilities of the parties shall bind and inure to the benefit of their personal representatives, heirs, successors and assigns.
- (2) This agreement constitutes the entire agreement pertaining to the subject matter and supersedes all prior and contemporaneous agreements of the parties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

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

Approved by the Airport Committee on: 12/15/14

AIRPORT MANAGER:

LESSEE:



Signature

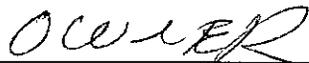
GARY B. MEISNER  
Print (or type) name

 Signature  
Dale Severts  
Print (or type) name

Approved by Common Council on: \_\_\_\_\_

CITY OF BURLINGTON

\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Title

**BILL OF SALE**

BE IT KNOWN, for good consideration and in payment of the sum of Sixty-three Thousand Five Hundred Dollars (\$63,500.00) the receipt and sufficiency of which is acknowledged, the undersigned ERIC BILLINGSLEY hereby sells and transfers to DALE SEVERS and the Buyer's successors and assigns forever, the following described chattels of personal property:

Hanger 824 on Hotel Taxiway, Burlington Municipal Airport, Burlington,  
Wisconsin  
Tax Key: 206-00-00-26-090-050

The seller warrants to Buyer that the Seller holds good and marketable title to said property, full authority to sell and transfer said property and, that said property is sold free of all liens, encumbrances, liabilities and adverse claims of every nature and description whatsoever.

Seller further warrants to Buyer that Seller will fully defend, protect, indemnify and hold harmless the Buyer and its lawful successors and assigns from any adverse claim made thereto by all persons whomsoever.

Said property is otherwise sold in "as is" condition and where presently located.

Dated this 14 day of Oct, 2016.

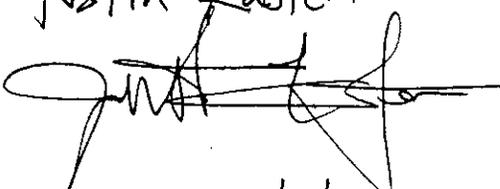
BUYER:

  
\_\_\_\_\_  
DALE SEVERS

SELLER:

  
\_\_\_\_\_  
ERIC BILLINGSLEY



Justin Kasten  
  
2/11/2020

# Bill of Sale

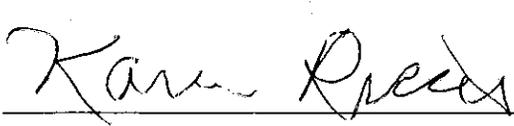
Dale Severs "Seller" in consideration of the sum of \$ 15,000 received from Karen Riccio "Buyer," 7205 Oxford Circle, Fox Lake, IL 60020 the receipt of which is acknowledged, hereby sells, transfers, and conveys the following personal property:

One Half ownership of Storage Unit #832 located on the Hotel TXWY at Burlington airport, Burlington Wi:

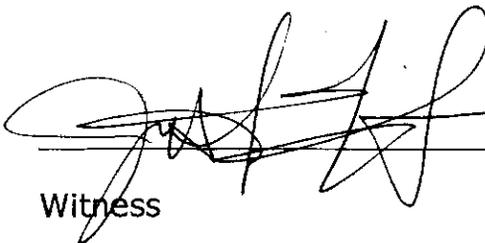
1. The total price for the item is \$15,000. Payment shall be made as follows: Cashier's Check.
2. Seller warrants that he is the lawful owner of the unit purchased and is selling the unit is free of all liens and encumbrances.
3. Buyer has examined the property and purchases the unit as is.

 Dated: 14 OCT 16

Dale Severs

 Dated: 10/14/16

Karen Riccio

 Dated: 10/14/16  
Witness

exp 2/1/2020





**COMMITTEE OF THE WHOLE AGENDA**

**ITEM NUMBER: 7**

**DATE:** January 3, 2017

**SUBJECT:** MOTION 17-860 to approve an Airport Hangar Lease with Nicole Pease, 817 Charlie Taxiway, at the Burlington Municipal Airport.

**SUBMITTED BY:** Gary Meisner, Airport Manager and Alderman Todd Bauman

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**BACKGROUND/HISTORY:**

The Airport Committee met on Thursday, December 15, 2016 and recommends that the City enter into a not-to-exceed twenty-nine year Airport Hangar Lease agreement with Nicole Pease for 817 Charlie Taxiway. The amount of the lease equals the sum of \$.095 per square foot with a total of 4,087 square feet, equaling \$388.26, prorated in the first and last years of the Lease with the first-year payment of \$0 due at signing, and payable thereafter in advance of the 1<sup>st</sup> day of January of each and every consecutive year of the lease term commencing January 1, 2017.

**BUDGET/FISCAL IMPACT:**

An annual payment of \$228.00 will be paid to the City each year by January 1 for lease of the hangar.

**RECOMMENDATION**

Staff recommends approval of this Airport Hangar lease with Nicole Pease.

**TIMING/IMPLEMENTATION:**

This item is scheduled for discussion at the January 3, 2017 Committee of the Whole meeting and placed on the January 17, 2017 Common Council agenda for final consideration.

**ATTACHMENTS:**

Airport Hangar Lease

## AIRPORT LEASE

This lease Agreement, made and entered into this 1st day of November, 2016 by and between the City of Burlington, State of Wisconsin, a municipal corporation existing through and under the authority of the laws of the State of Wisconsin, hereinafter referred to as "Lessor", and Nicole Pease whose mailing address is Suite 300, 5435 Bull Valley Rd. McHenry, IL 60050 hereinafter referred to as "Lessee"; the Lessor and Lessee for and in consideration of the keeping by the parties of their respective obligations hereinafter contained, agree as follows:

### ARTICLE 1 PREMISES SUBJECT TO LEASE

The premises subject of this Lease are:

That part of the hangar area of the Burlington Municipal Airport delineated on the official map of the Burlington Municipal Airport maintained at the office of the City Clerk at City Hall and identified as 817 Charlie Taxiway. This Lease does not include use of City Water.

### ARTICLE 2 TERM

The term of this Lease shall be from November 1, 2016 to October 31, 2045 [not to exceed 29 years] both dates inclusive. This Lease shall be automatically renewed for successive ten-year periods thereafter upon mutually agreed-upon terms and approval of the renewal shall not be unreasonably withheld by the Lessor. This Lease is not transferable, See Article 5, Section G.

### ARTICLE 3 RENT

The Lessee shall pay to the Lessor as rent for the Leased Premises the sum of \$ .095 per square foot for the leased area, which contains a total of 4087 square feet, for a total amount of \$ 388.26, prorated in the first and last years of the Lease with the first-year payment of \$ 0 due at signing, and payable thereafter in advance of the 1st day of January of each and every consecutive year of the lease term commencing on January 1, 2016 subject to the provisions set forth in Article 5, Section A.

### ARTICLE 4

Lessee agrees that rent charged is based on intended:

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

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

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

## ARTICLE 5

### ADDITIONAL PROVISIONS

**A. RENTAL INCREASES.** The Lessor may adjust the rental charge rate in the year 2010 and every five years thereafter, as determined by the Airport Committee in the same proportion as the cumulative change in the Consumer Price Index for all urban customers (CPI-U) over the same time period. In the event of a rate change, Lessor shall give Lessee sixty (60) days advance notice.

**B. IMPROVEMENTS.** Lessee agrees to erect on the Leased Premises a hangar, if not already constructed, and shall comply with all ordinances, building codes, and zoning restrictions for said airport, and the rules, regulations, and orders of the Airport Committee relative thereto.

**C. USE OF FACILITIES.** Lessee shall have the right to the non-exclusive use in common with others of the airport parking areas, appurtenances and improvements thereon; the right to install, operate, maintain and store, subject to approval of the Airport Committee, all equipment necessary for the safe hangaring of the Lessee's planes, specifically excluding any aviation gasoline or fuel; the right of ingress to or egress from the demised premises, which shall extend to Lessee's employees, guests and patrons; the right, in common with others so to do, to use common areas of the airport including runways, taxiways, aprons, roadways, and other conveniences for the take-off, flying and landing of aircraft of Lessee. Lessee shall not store any equipment or other material outside of its hangar without the written consent of the Airport Committee.

**D. COMPLIANCE WITH LAWS.** Lessee agrees to observe and obey during the term of this Lease all laws and ordinances, and the rules and regulations promulgated and enforced by the Airport Committee of the City of Burlington, and other proper authority having jurisdiction over the conduct of the operations of the airport including city, county, state and federal agencies or departments.

**E. INDEMNIFICATION.** Lessee agrees to indemnify and hold the Airport Committee and the City of Burlington free and harmless from loss from each and every claim and demand, of whatever nature, made on the behalf of or by any person or persons for any act or omission on the part of the Lessee, or Lessee's agents, employees, guests and patrons and from all loss or damage by reason of such acts or omissions.

**F. SUBLEASE-RENTAL OF PREMISES.** Lessee may sublet portions of the hangar constructed on the Leased Premises for the same purposes as stated in this Lease, subject to this policy of the Airport Committee relative to rental rates: It is agreed and understood by Lessee that the rate agreed to in this Lease is for (choose one) XX personal use \_\_\_\_\_ commercial use. Under this agreement it is understood by the parties that if property is sublet, the appropriate rate will be applied to this Lease from the following January 1. In the event that Lessee fails to disclose a sublease, he agrees to pay the City the amount of the increased rental for the period of any failure to so disclose.

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

the Lessee or subtenant or their agents or employees, or for any loss or damage by reason of such acts or omissions by the Lessee or its subtenant.

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

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

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

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

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

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

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

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

**N. FUTURE DEVELOPMENT.** Lessor reserves the right to further develop or improve the landing area of the airport as it sees fit, regardless of the desires or view of the Lessee and without interference or hindrance from Lessee. The Lessor reserves the right, but

shall not be obligated to the Lessee, to maintain and keep in repair the landing area of the airport and all publicly owned facilities of the airport; together with the right to direct and control all activities of the Lessee in this regard.

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

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

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

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

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

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

in the future, as such laws, regulations or rules may be amended from time to time, and it shall be interpreted to include, but shall not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease.

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

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

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

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

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

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

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

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

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

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

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

Approved by the Airport Committee on: 12/15/14

AIRPORT MANAGER:

LESSEE:



Signature

GARRY B. MEISNER  
Print (or type) name



Signature

Print (or type) name

Nicole Pease

Approved by Common Council on: \_\_\_\_\_

CITY OF BURLINGTON

Signature

Owner  
Title



**COMMITTEE OF THE WHOLE**

**NUMBER: 8**

**DATE:** January 3, 2017

**SUBJECT:** Resolution 4813(32) – Racine County Radio Improvement Project

**SUBMITTED BY:** Chief Alan Babe, Fire Department

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**BACKGROUND/HISTORY:**

In an effort to collaborate with surrounding agencies and be fiscally responsible, the Racine County Fire Chief's Association (RCFCA), through our radio committee initiative, has been offered an opportunity to replace our existing radios, both mobile and handheld portable's. The project would be funded by Racine County for individual fire departments, based on their specific radio/mobile needs. Racine County would purchase radios and offer municipalities the ability to payback the loan over a 10 year time frame. The first payment due to the County would also include a one-time maintenance fee.

On July 20, 2016, Ms. MT Boyle, Chief of Staff for Racine County Executive Jon Delegrave, attended the RCFCA to affirm the County Executive's commitment in assisting the west end county fire departments future proof their mobile and portable radios by replacing outdated radios with a standard platform that is intrinsically safe and capable of individual radio ID's (MDC Identifiers). Pete Kinzelman, at the Radio Tower who maintains our radio system, is recommending we stay with the Motorola product line which makes trouble shooting the county system easier when problems arise.

Equally important, this radio improvement project will also address Firefighter/EMT safety. This radio device allows Joint Dispatch to see the radio ID of all transmitting radios, which facilitates the Firefighter/EMT safety. With this capability, MDC/ ID numbers are translated into text message for Dispatchers to quickly identify if a firefighter is in distress.

Dave Feiler, from BAYCOM, has surveyed the City Fire Department's current equipment and recommended the following mobile and hand held portables. For your convenience, attached is the estimate from BAYCOM along with installation costs which was not previously included.

**BUDGET/FISCAL IMPACT:**

The City will annually pay to the County \$13,668.13 over ten years. The first year payment would include a one-time maintenance fee of \$2,733.63 totaling \$16,401.76

Following is a breakdown of the City's total costs:

- \$ 110,084.29 (portable handhelds)
- \$ 26,597.10 (mobile radios)
- \$ 136,681.39
- \$ 2,733.63 (one time maintenance fee)
- \$ 139,415.02

The dollar amount in the Equipment Replacement Fund for Communications beginning in 2017, will equate to \$60,582. This amount will be amortized over the life of the 10 year loan. The remaining half of the loan will come out of the Fire Department Operational Budget over the same 10 year span.

**RECOMMENDATION:**

Staff recommends taking advantage of this opportunity to update radios that are approaching 25 years in service and are no longer supported by the manufacturer; as well as eliminate safety concerns for our firefighters operating under the current equipment.

**TIMING/IMPLEMENTATION:**

This item is for discussion at tonight's January 3, 2017 Committee of Whole meeting and is scheduled for final consideration at the January 17, 2017 Common Council meeting.

**ATTACHMENTS:**

Baycom estimate

**A RESOLUTION TO ADOPT A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF BURLINGTON AND RACINE COUNTY FOR THE PURCHASE OF UPDATED AND STANDARDIZED RADIO COMMUNICATION EQUIPMENT FOR THE CITY OF BURLINGTON FIRE DEPARTMENT**

**WHEREAS**, the City of Burlington and Racine County wish to enter into an agreement to coordinate the purchase of upgraded and standardized radio communications equipment as set forth in draft form at Exhibit "A" which is attached hereto; and,

**WHEREAS**, Racine County agrees to lend an amount up to One Hundred Thirty-Six Thousand Six Hundred Eighty-One and 39/100 Dollars (\$136,681.39) to the City of Burlington Fire Department for the purchase of said equipment; and,

**WHEREAS**, the City of Burlington shall provide a written report to the Racine County Executive, no later than April 15, 2017, confirming that the subject funds have been expended for the purchase of upgraded and standardized radio communications equipment; and,

**WHEREAS**, the City of Burlington agrees to repay their respective share of the full loan amount, along with a two percent (2%) administrative fee, to Racine County within a ten (10) year term under the following schedule with full or partial prepayment of the loan is permitted at any time without penalty:

| <u>Installment</u> | <u>Date</u>  | <u>Payment Amount</u>                      |
|--------------------|--------------|--|
| 1                  | July 1, 2017 | 1/10 of total loan + 2% administrative fee |
| 2                  | July 1, 2018 | 1/10 of total loan                         |
| 3                  | July 1, 2019 | 1/10 of total loan                         |
| 4                  | July 1, 2020 | 1/10 of total loan                         |
| 5                  | July 1, 2021 | 1/10 of total loan                         |
| 6                  | July 1, 2022 | 1/10 of total loan                         |
| 7                  | July 1, 2023 | 1/10 of total loan                         |
| 8                  | July 1, 2024 | 1/10 of total loan                         |
| 9                  | July 1, 2025 | 1/10 of total loan                         |
| 10                 | July 1, 2026 | 1/10 of total loan                         |

**NOW, THEREFORE, BE IT RESOLVED** that the Common Council of the City of Burlington, Racine County, State of Wisconsin hereby adopts the attached *Memorandum of Understanding* between the City of Burlington and Racine County.

**NOW, THEREFORE, BE IT FUTHER RESOLVED** that the Mayor is hereby authorized to execute this Memorandum of Understanding on behalf of the City.

Introduced: January 3, 2017  
Adopted:

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

Attest:

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

## EXHIBIT A

### MEMORANDUM OF UNDERSTANDING BY AND BETWEEN RACINE COUNTY AND TEN RACINE COUNTY FIRE DEPARTMENTS

*Union Grove-Yorkville Fire Department, Tichigan Fire Department,  
Wind Lake Volunteer Fire Department, Raymond Fire Department,  
Racine Fire Department, Caledonia Fire Department, Burlington Rescue,  
City of Burlington Fire Department, Rochester Volunteer Fire  
Department, and Kansasville Fire and Rescue*

**WHEREAS**, the fire departments which provide fire and emergency medical services in Racine County do not currently have standardized equipment that allows total radio interoperability with law enforcement agencies, public works agencies, public health, and surrounding fire departments during natural and manmade disasters.

**WHEREAS**, the lack of standardized equipment and interoperable communications is an operational weakness for the first responder community in Racine County and is a major first responder safety concern.

**WHEREAS**, the ten (10) participating Racine County fire departments – Union Grove-Yorkville Fire Department, Tichigan Fire Department, Wind Lake Volunteer Fire Department, Raymond Fire Department, Racine Fire Department, Caledonia Fire Department, Burlington Rescue, City of Burlington Fire Department, Rochester Volunteer Fire Department, and Kansasville Fire and Rescue (collectively “Participating Fire Departments”) – are all in support of the arrangement that provides for Racine County to lend financial support for the purchase of upgraded and standardized radio communications equipment.

**WHEREAS**, the funding of a bulk purchase of upgraded and standardized radio communications equipment by Racine County results in significant cost savings to the participating Racine County fire departments.

**WHEREAS**, Racine County is willing to lend to the participating fire departments an amount up to Seven Hundred Fifty-One Thousand Three Hundred Twenty-Four and 36/100 Dollars (\$751,324.36).

**NOW, THEREFORE, IT IS MUTUALLY AGREED**, by and between Racine County and the Participating Fire Departments, as follows:

1. Racine County agrees to lend to the Participating Fire Departments, pursuant to fully executed and authorized Lending Agreements, an amount up to Seven Hundred Fifty-One Thousand Three Hundred Twenty-Four and 36/100 Dollars (\$751,324.36) apportioned as follows:
  - A. Racine County will remit a check in the full amount of Sixty-One Thousand One Hundred Sixty-Four and 54/100 Dollars (\$61,164.54) to the Union Grove-Yorkville Fire Department.
  - B. Racine County will remit a check in the full amount of Ninety-Four Thousand Three Hundred Nineteen and 69/100 Dollars (\$94,319.69) to the Tichigan Fire Department.
  - C. Racine County will remit a check in the full amount of Forty-Four Thousand One Hundred Forty-Six and 32/100 Dollars (\$44,146.32) to the Wind Lake Volunteer Fire Department.

- D. Racine County will remit a check in the full amount of Ninety-Six Thousand Two Hundred Sixty-Four and 22/100 Dollars (\$96,264.22) to the Raymond Fire Department.
- E. Racine County will remit a check in the full amount of Fifty-Six Thousand Six Hundred Eighty-One and 80/100 Dollars (\$56,681.80) to the Racine Fire Department.
- F. Racine County will remit a check in the full amount of Thirty-Nine Thousand Six Hundred Seventy-Seven and 26/100 Dollars (\$39,677.26) to the Caledonia Fire Department.
- G. Racine County will remit a check in the full amount of Fifty-Nine Thousand Six Hundred Sixty and 48/100 Dollars (\$59,660.48) to Burlington Rescue.
- H. Racine County will remit a check in the full amount of One Hundred Thirty-Six Thousand Six Hundred Eighty-One and 39/100 Dollars (\$136,681.39) to the City of Burlington Fire Department.
- I. Racine County will remit a check in the full amount of One Hundred Six Thousand Eight Hundred Eighty-Eight and 85/100 Dollars (\$106,888.85) to the Rochester Volunteer Fire Department.
- J. Racine County will remit a check in the full amount of Fifty-Five Thousand Eight Hundred Thirty-Nine and 81/100 Dollars (\$55,839.81) to Kansasville Fire and Rescue.

2. The Participating Fire Departments agree to borrow such amounts from Racine County exclusively for the purchase of upgraded and standardized radio communications equipment.

3. The Participating Fire Departments shall provide a written report to the Racine County Executive, no later than April 15, 2017, confirming that the subject funds have been expended for the purchase of upgraded and standardized radio communications equipment.

4. The Participating Fire Departments shall not assign any part of this Memorandum of Understanding without the express written consent of Racine County.

5. The Participating Fire Departments agree to repay their respective share of the full loan amount, along with a two percent (2%) administrative fee, to Racine County within a ten (10) year term as set forth in "Schedule A" which is attached hereto. Full or partial prepayment of the loan is permitted at any time without penalty.

6. The governing body, insofar as one exists, for each Participating Fire Department shall submit a resolution authorizing this Memorandum of Understanding and the Lending Agreement which formalizes the lender/borrower relationship.

***[signature pages to follow]***

**Racine County**

By: \_\_\_\_\_ Date: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

**Union Grove-Yorkville Fire Department**

By: \_\_\_\_\_ Date: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

**Tichigan Fire Department**

By: \_\_\_\_\_ Date: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

**Wind Lake Volunteer Fire Department**

By: \_\_\_\_\_ Date: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

**Raymond Fire Department**

By: \_\_\_\_\_ Date: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

**Racine Fire Department**

By: \_\_\_\_\_ Date: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

**Caledonia Fire Department**

By: \_\_\_\_\_ Date: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

**Burlington Rescue**

By: \_\_\_\_\_ Date: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

**City of Burlington Fire Department**

By: \_\_\_\_\_ Date: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

**Rochester Volunteer Fire Department**

By: \_\_\_\_\_ Date: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

**Kansasville Fire and Rescue**

By: \_\_\_\_\_ Date: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

# BAYCOM

serious mobility  
when it matters most

Dave Feiler  
11408 W. Lincoln Avenue  
West Allis, WI 53227  
(414) 546-7625  
[dfeiler@baycominc.com](mailto:dfeiler@baycominc.com)

City of Burlington Fire Department  
Attn: Chief Alan Babe

10/17/2016  
REVISED

**SUBJECT: APX6000XE Portable Radio Model 1.5 / 10172016**

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

| QTY | MODEL AND DESCRIPTION                             | UNIT PRICE | TOTAL PRICE |
|-----|---|------------|-------------|
| 39  | H98SDD9PW5 N / Motorola APX6000 Model 1.5         | \$1,479.86 | \$57,714.54 |
| 39  | UHF, 8 Character Top Display and Dual Mic.        |            |             |
| 39  | QA01749 / Advanced System Software Key            | \$0.00     | \$0.00      |
| 39  | Q241 / Analog Operation                           | \$0.00     | \$0.00      |
| 39  | H35 / Conventional Operation                      | \$305.00   | \$11,895.00 |
| 39  | QA02006 / XE Ruggedized Radio - DeltaT, IS/FM     | \$488.00   | \$19,032.00 |
| 39  | QA01427 / Impact Green Housing                    | \$15.25    | \$594.75    |
|     |   |            | \$1,632.00  |
| 4   | NNTN7073B / Multi Unit Charger with Display       | \$1,060.00 | \$4,240.00  |
| 39  | NNTN8575A / XE RSM w/ 3.5mm Jack & XT Cable       | \$384.00   | \$14,976.00 |
| 0   | NNTN8092A / FM Approved - Int. Safe Spare Battery | \$113.60   | \$0.00      |
| 0   | PMLN5657B / Leather Swivel Carrying Case          | \$52.00    | \$0.00      |
| 0   | RLN6488A / Anti-Sway Strap                        | \$10.95    | \$0.00      |
|     | NNTN7624B / Vehicular Charger - Full Kit          | \$343.20   | \$0.00      |

Please follow WCA Contract Instructions

All costs reflect Racine County Contract

EQUIPMENT COST: \$110,084.29  
SHIPPING: \$0.00

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

PURCHASE PRICE: \$110,084.29

**Approved By:**

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



# BAYCOM

serious mobility  
when it matters most

Dave Feiler  
11408 W. Lincoln Avenue  
West Allis, WI 53227  
(414) 546-7625  
[dfeiler@baycominc.com](mailto:dfeiler@baycominc.com)

City of Burlington Fire Department  
Attn: Chief Alan Babe

10/17/2016  
REVISED # 3

## SUBJECT: APX6500 Mobile UHF Radio / 08162016

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

| QTY  | MODEL AND DESCRIPTION   | UNIT PRICE | TOTAL PRICE |
|--|---|------------|-------------|
| <b>REMOTE MOUNT - UHF</b>                      |   |            |             |
| 5  | M25QSS9PW1AN / APX6500 Mobile Radio - UHF                             | \$1,429.84 | \$7,149.20  |
| 5  | G241 / Astro Ready - Analog   | \$0.00     | \$0.00      |
| 5  | G48 / Conventional Operation  | \$305.00   | \$1,525.00  |
| 5  | G444 / O5 Control Head Software                                       | \$0.00     | \$0.00      |
| 5  | G442 / O5 Control Head  | \$263.52   | \$1,317.60  |
| 5  | G67/ Remote Mount Configuration                                       | \$181.17   | \$905.85    |
| 5  | G426 / Unity Gain UHF - Roof Top Antenna                              | \$13.12    | \$65.60     |
| 5  | W22 / Heavy Duty Palm Mic   | \$43.92    | \$219.60    |
| 5  | W432 / 13 Watt Auxiliary Speaker                                      | \$43.62    | \$218.10    |
|  | # 954, # 951, # 920 and 2) Spares                                     |            | \$0.00      |
| <b>DASH MOUNT - UHF</b>                        |   |            |             |
| 4  | M25QSS9PW1AN / APX6500 Mobile Radio - UHF                             | \$1,429.84 | \$5,719.36  |
| 4  | G241 / Astro Ready - Analog   | \$0.00     | \$0.00      |
| 4  | G48 / Conventional Operation  | \$305.00   | \$1,220.00  |
| 4  | G444 / O5 Control Head Software                                       | \$0.00     | \$0.00      |
| 4  | G442 / O5 Control Head  | \$263.52   | \$1,054.08  |
| 4  | G66 / Remote Mount Configuration                                      | \$76.25    | \$305.00    |
| 4  | G426 / Unity Gain UHF - Roof Top Antenna                              | \$13.12    | \$52.48     |
| 4  | W22 / Heavy Duty Palm Mic   | \$43.92    | \$175.68    |
| 4  | W432 / 13 Watt Auxiliary Speaker                                      | \$43.62    | \$174.48    |
|  | # 923, # 925 and 2) Command Vehicle                                   |            | \$0.00      |
| <b>DASH MOUNT - VHF</b>                        |   |            |             |
| 1  | M25QSS9PW1AN / APX6500 Mobile Radio - UHF                             | \$1,429.84 | \$1,429.84  |
| 1  | G241 / Astro Ready - Analog   | \$0.00     | \$0.00      |
| 1  | G48 / Conventional Operation  | \$305.00   | \$305.00    |
| 1  | G444 / O5 Control Head Software                                       | \$0.00     | \$0.00      |
| 1  | G442 / O5 Control Head  | \$263.52   | \$263.52    |
| 1  | G66 / Remote Mount Configuration                                      | \$76.25    | \$76.25     |
| 1  | G299 / Unity Gain VHF - Roof Top Antenna                              | \$13.12    | \$13.12     |
| 1  | W22 / Heavy Duty Palm Mic   | \$43.92    | \$43.92     |
| 1  | W432 / 13 Watt Auxiliary Speaker                                      | \$43.62    | \$43.62     |
|  |   |            | \$0.00      |
| 3  | HLN6042 / Mobile Desk Tray for Command Vehicle                        | \$61.60    | \$184.80    |
|  |   |            | \$0.00      |
| <b>INSTALLATION CHARGES INVOICED BY BAYCOM</b> |   |            |             |
| 3  | Installation of Remote Mount Mobile Radios<br># 954, # 951 and # 920. | \$550.00   | \$1,650.00  |

|   |  |          |            |
|---|--|----------|------------|
|   | <b>Two Spare RM Mobiles will not be installed</b>                            |          | \$0.00     |
| 5 | Installation of Dash Mount Mobile Radios # 923, # 925 and 2) Command Vehicle | \$440.00 | \$2,200.00 |
|   |  |          | \$0.00     |
| 3 | Trip Charge per Site Visit   | \$95.00  | \$285.00   |
|   |  |          | \$0.00     |
|   |  |          | \$0.00     |
|   |  |          | \$0.00     |
|   |  |          | \$0.00     |

**Please follow WCA Contract Instructions**

|   |                 |             |
|---|-----------------|-------------|
| <b>All Costs reflect Racine County Contract Pricing</b> | EQUIPMENT COST: | \$26,597.10 |
|   | SHIPPING:       | \$0.00      |

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

PURCHASE PRICE: \$26,597.10

**Approved By:**

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



RESOLUTION NO. 2016-

JOINT RESOLUTION BY THE GOVERNMENT SERVICES COMMITTEE AND THE FINANCE AND HUMAN RESOURCES COMMITTEE AUTHORIZING A MEMORANDUM OF UNDERSTANDING BETWEEN RACINE COUNTY AND TEN (10) RACINE COUNTY FIRE DEPARTMENTS TO COORDINATE THE PURCHASE OF UPGRADED AND STANDARDIZED RADIO COMMUNICATIONS EQUIPMENT AND AUTHORIZING LENDING AGREEMENTS WITH THE PARTICIPATING FIRE DEPARTMENTS FOR REIMBURSEMENT UNDER TEN (10) YEAR TERM OF TOTAL COSTS PLUS ADMINISTRATIVE FEE

To the Honorable Members of the Racine County Board of Supervisors:

BE IT RESOLVED by the Racine County Board of Supervisors that Racine County is authorized to enter into a memorandum of understanding with ten (10) Racine County fire departments – Union Grove-Yorkville Fire Department, Tichigan Fire Department, Wind Lake Volunteer Fire Department, Raymond Fire Department, Racine Fire Department, Caledonia Fire Department, Burlington Rescue, City of Burlington Fire Department, Rochester Volunteer Fire Department, and Kansasville Fire and Rescue – to coordinate the purchase of upgraded and standardized radio communications equipment as set forth in draft form at Exhibit "A" which is attached hereto.

BE IT FURTHER RESOLVED by the Racine County Board of Supervisors that Racine County is authorized to enter into lending agreements that include the following terms and conditions with each of the participating Racine County fire departments:

1. Racine County agrees to lend to the participating fire departments an amount up to Seven Hundred Fifty-One Thousand Three Hundred Twenty-Four and 36/100 Dollars (\$751,324.36) apportioned as follows:
  - A. Racine County will remit a check in the full amount of Sixty-One Thousand One Hundred Sixty-Four and 54/100 Dollars (\$61,164.54) to the Union Grove-Yorkville Fire Department.
  - B. Racine County will remit a check in the full amount of Ninety-Four Thousand Three Hundred Nineteen and 69/100 Dollars (\$94,319.69) to the Tichigan Fire Department.
  - C. Racine County will remit a check in the full amount of Forty-Four Thousand One Hundred Forty-Six and 32/100 Dollars (\$44,146.32) to the Wind Lake Volunteer Fire Department.
  - D. Racine County will remit a check in the full amount of Ninety-Six Thousand Two Hundred Sixty-Four and 22/100 Dollars (\$96,264.22) to the Raymond Fire Department.
  - E. Racine County will remit a check in the full amount of Fifty-Six Thousand Six Hundred Eighty-One and 80/100 Dollars (\$56,681.80) to the Racine Fire Department.
  - F. Racine County will remit a check in the full amount of Thirty-Nine Thousand Six Hundred Seventy-Seven and 26/100 Dollars (\$39,677.26) to the Caledonia Fire Department.
  - G. Racine County will remit a check in the full amount of Fifty-Nine Thousand Six Hundred Sixty and 48/100 Dollars (\$59,660.48) to Burlington Rescue.

- 3 H. Racine County will remit a check in the full amount of One
- 4 Hundred Thirty-Six Thousand Six Hundred Eighty-One and 39/100
- 5 Dollars (\$136,681.39) to the City of Burlington Fire Department.
- 6 I. Racine County will remit a check in the full amount of One
- 7 Hundred Six Thousand Eight Hundred Eighty-Eight and 85/100
- 8 Dollars (\$106,888.85) to the Rochester Volunteer Fire
- 9 Department.
- 10 J. Racine County will remit a check in the full amount of Fifty-Five
- 11 Thousand Eight Hundred Thirty-Nine and 81/100 Dollars
- 12 (\$55,839.81) to Kansasville Fire and Rescue.

- 13
- 14 2. The participating fire departments agree to borrow such amounts from
- 15 Racine County exclusively for the purchase of upgraded and
- 16 standardized radio communications equipment.
- 17
- 18 3. The participating fire departments shall provide a written report to the
- 19 Racine County Executive, no later than April 15, 2017, confirming that the
- 20 subject funds have been expended for the purchase of upgraded and
- 21 standardized radio communications equipment.
- 22
- 23 4. The participating fire departments shall not assign any part of this
- 24 agreement without the express written consent of Racine County.
- 25
- 26 5. The participating fire departments agree to repay their respective share of
- 27 the full loan amount, along with a two percent (2%) administrative fee, to
- 28 Racine County within a ten (10) year term under the following schedule:
- 29

| <u>Installment</u> | <u>Date</u>  | <u>Payment Amount</u>                      |
|--------------------|--------------|--|
| 30 1               | July 1, 2017 | 1/10 of total loan + 2% administrative fee |
| 31 2               | July 1, 2018 | 1/10 of total loan                         |
| 32 3               | July 1, 2019 | 1/10 of total loan                         |
| 33 4               | July 1, 2020 | 1/10 of total loan                         |
| 34 5               | July 1, 2021 | 1/10 of total loan                         |
| 35 6               | July 1, 2022 | 1/10 of total loan                         |
| 36 7               | July 1, 2023 | 1/10 of total loan                         |
| 37 8               | July 1, 2024 | 1/10 of total loan                         |
| 38 9               | July 1, 2025 | 1/10 of total loan                         |
| 39 10              | July 1, 2026 | 1/10 of total loan                         |

- 40
- 41
- 42 6. Full or partial prepayment of the loan is permitted at any time without
- 43 penalty.
- 44
- 45 7. The governing body, insofar as one exists, for each participating fire
- 46 department shall submit a resolution authorizing the memorandum of
- 47 understanding and lending agreement.
- 48
- 49
- 50
- 51

4 **BE IT FURTHER RESOLVED** by the Racine County Board of Supervisors that any two  
5 of the County Clerk, the County Executive or the County Board Chairman are authorized to  
6 execute any contracts, agreements or other documents necessary to carry out the intent of this  
7 resolution.

8 Respectfully submitted,  
9

10 1st Reading \_\_\_\_\_

**Government Services Committee**

11  
12 2nd Reading \_\_\_\_\_

13  
14 **BOARD ACTION**

\_\_\_\_\_  
Janet Bernberg, Chairman

15 Adopted \_\_\_\_\_

16 For \_\_\_\_\_

17 Against \_\_\_\_\_

\_\_\_\_\_  
Katherine Buske, Vice-Chairman

18 Absent \_\_\_\_\_

19  
20 **VOTE REQUIRED:** Majority

\_\_\_\_\_  
Melissa Kaprelian-Becker, Secretary

21  
22 Prepared by:  
23 Corporation Counsel

\_\_\_\_\_  
Thomas Roanhouse

24  
25  
26 \_\_\_\_\_  
Scott Maier

27  
28  
29 \_\_\_\_\_  
Kiana Harden-Johnson

30  
31  
32 \_\_\_\_\_  
Mike Dawson

33  
34  
35 **FINANCE AND HUMAN RESOURCES**  
36 **COMMITTEE**

37  
38  
39 \_\_\_\_\_  
Q.A. Shakoor, II, Chairman

40  
41  
42 \_\_\_\_\_  
Robert N. Miller, Vice-Chairman

43  
44  
45 \_\_\_\_\_  
Thomas Pringle, Secretary

46  
47  
48 \_\_\_\_\_  
Janet Bernberg  
49  
50

3  
4  
5 \_\_\_\_\_  
6 Donnie Snow

7  
8 \_\_\_\_\_  
9 John A. Wisch

10  
11 \_\_\_\_\_  
12 Brett A. Nielsen

13 **The foregoing legislation adopted by the County Board of Supervisors of**  
14 **Racine County, Wisconsin, is hereby:**

15 **Approved:** \_\_\_\_\_

16 **Vetoed:** \_\_\_\_\_

17  
18 **Date:** \_\_\_\_\_

19  
20 \_\_\_\_\_  
21 **Jonathan Delagrave, County Executive**

22  
23  
24  
25 **INFORMATION ONLY**

26  
27 **WHEREAS**, the fire departments which provide fire and emergency medical services in  
28 Racine County do not currently have standardized equipment that allows total radio  
29 interoperability with law enforcement agencies, public works agencies, public health, and  
30 surrounding fire departments during natural and manmade disasters.

31  
32 **WHEREAS**, the lack of standardized equipment and interoperable communications is an  
33 operational weakness for the first responder community in Racine County and is a major first  
34 responder safety concern.

35  
36 **WHEREAS**, upon information and belief, the ten (10) participating Racine County fire  
37 departments – Yorkville Fire Department, Tichigan Fire Department, Wind Lake Volunteer Fire  
38 Department, Raymond Fire Department, Racine Fire Department, Caledonia Fire Department,  
39 Burlington Rescue, City of Burlington Fire Department, Rochester Volunteer Fire Department,  
40 and Kansasville Fire and Rescue – are all in support of the arrangement that provides for  
41 Racine County to lend financial support for the bulk purchase of upgraded and standardized  
42 radio communications equipment.

43  
44 **WHEREAS**, the funding of a bulk purchase of upgraded and standardized radio  
45 communications equipment by Racine County results in significant cost savings to the  
46 participating Racine County fire departments.