



## CITY OF BURLINGTON

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

### AGENDA COMMON COUNCIL

Tuesday, December 19, 2017

To immediately follow the 6:30 p.m. Committee of the Whole meeting  
Common Council Chambers, 224 East Jefferson Street

Mayor Jeannie Hefty  
Susan Kott, Alderman, 1st District  
Edward Johnson, Alderman, 1st District  
Bob Grandi, Alderman, 2nd District  
Ruth Dawidziak, Alderman, 2nd District  
Tom Vos, Alderman, 3rd District  
Jon Schultz, Council President, Alderman, 3rd District  
Thomas Preusker, Alderman, 4th District  
Todd Bauman, Alderman, 4th District

**Student Representatives:**

Gabriel King, Burlington High School  
Jack Schoepke, Burlington High School

1. **Call to Order / Roll Call**
2. **Pledge of Allegiance**
3. **Citizen Comments**
4. **Chamber of Commerce Representative and Rescue Squad Representative**
5. **Approval of Minutes** (*T. Vos*)
  - A. Approval of the December 5, 2017 Common Council Minutes.
6. **Letters and Communications** - There are none.
7. **Reports by Aldermanic Representatives and Department Heads**
8. **Reports** (*J. Schultz*)
  - A. **Approval of Reports 1-3:**  
Plan Commission Minutes 11-14-2017  
Police and Fire Commission Minutes 12-5-2017  
Committee of the Whole Minutes 12-5-2017
9. **Payment of Prepaids and Vouchers** (*T. Preusker*)

A. Approval of Prepaid and Vouchers for bills accrued through December 19, 2017

Total Prepaid:	\$ 107,556.17
Total Vouchers:	\$ 99,147.07
<b>Grand Total:</b>	<b>\$ 206,703.24</b>

10. **Licenses and Permits**

- A. To consider approval of a Taxi Cab License Application for Cynthia Hansen dba Cruizin Transportation, to conduct business in the City of Burlington. *(T. Bauman)*
- B. To consider approval of Licenses and Permits as presented. *(S. Kott)*

11. **Appointments and Nominations**

- A. Appointment of Election Inspectors for a two-year term beginning from January 1, 2018 to December 31, 2019. *(E. Johnson)*

12. **PUBLIC HEARINGS:** *(B. Grandi)*

A. A Public Hearing to hear comments and concerns from the public regarding a taxicab application submitted by Cynthia Hansen (dba Cruizin Transportation) to conduct business in the City of Burlington.

13. **RESOLUTIONS:**

- A. **Resolution 4873(31)** - to approve an agreement between the City of Burlington and the Southeastern Wisconsin Regional Planning Commission (SEWRPC) for a stormwater management study. *(R. Dawidziak)*
- B. **Resolution 4874(32)** - to consider approving a letter of agreement between the City of Burlington and the Racine County Economic Development Corporation (RCEDC) for 2018 economic development services in the amount of \$48,426.28. *(T. Vos)*

14. **ORDINANCES:** There are none.

15. **MOTIONS:**

- A. **Motion 17-888** - to approve a Separation Agreement, Waiver and Release between the City of Burlington and City of Burlington Police Department Dispatch Employee, Colleen Schwochert. *(J. Schultz)*
- B. **Motion 17-889** - to approve a Separation Agreement, Waiver and Release between the City of Burlington and City of Burlington Police Department Dispatch Employee, Lauri Gatto. *(T. Preusker)*
- C. **Motion 17-890** - to approve a Separation Agreement, Waiver and Release between the City of Burlington and City of Burlington Police Department Dispatch Employee, Nadine Bogusz. *(T. Bauman)*
- D. **Motion 17-891** - to consider approving an Airport Hangar Lease with the Burlington Development Group for 701 Airport Road at the Burlington Municipal Airport. *(S. Kott)*

16. **ADJOURN INTO CLOSED SESSION** (*E. Johnson*)  
**Wis. Stats 19.85(1)(e)** Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session.
- Contract negotiation regarding a Lease Agreement between the City of Burlington and the Senior Center.
- Wis. Stats 19.85(1)(c)** Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility.
- Review and consideration of the City Administrator's Performance Evaluation.
17. **ACT ON ITEMS FROM CLOSED SESSION IF NECESSARY**  
- Consideration and possible action on recommendations for matters discussed in Closed Session by the Common Council.
18. **RECONVENE INTO OPEN SESSION** (*B. Grandi*)
19. **ADJOURNMENT** (*R. Dawidziak*)

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



**COMMON COUNCIL REGULAR**

**ITEM NUMBER 5A**

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**DATE:** December 19, 2017

**SUBJECT:** Common Council Minutes for December 5, 2017

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

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**BACKGROUND/HISTORY:**

The attached minutes are from the December 5, 2017 Common Council meeting.

**BUDGET/FISCAL IMPACT:**

N/A

**RECOMMENDATION:**

Staff recommends approval of the attached minutes from the December 5, 2017 Common Council meeting.

**TIMING/IMPLEMENTATION:**

This item is scheduled for final consideration at the December 19, 2017 Common Council meeting.

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**Attachments**

CC Minutes

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CITY OF BURLINGTON  
Common Council Minutes  
Jeannie Hefty, Mayor  
Diahnn Halbach, City Clerk  
Tuesday, December 5, 2017

1. *\*Prior to calling the Common Council meeting to order, Council President Schultz announced that he would retain his right to vote.*

**Call to Order / Roll Call**

Council President Jon Schultz called the meeting of the Common Council to Order on Tuesday, December 5, 2017 at 7:24 p.m. starting with Roll Call. Present: Kott, Johnson, Grandi, Dawidziak, Schultz, Preusker, Bauman. Excused: Mayor Hefty, Vos.

Student Representatives Present: Gabriel King, Jack Schoepke. Excused: None.

Also present: City Administrator Carina Walters, City Attorney John Bjelajac, Director of Administrative Services Megan Watkins, Director of Finance Steve DeQuaker, Police Chief Mark Anderson, Fire Chief Alan Babe, DPW Director Peter Riggs, Building Inspector Gregory Guidry, and Library Director Joe Davies. Also in attendance: Tom Foht, Kapur and Associates.

2. **Pledge of Allegiance**

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

4. **Chamber of Commerce Representative and Rescue Squad Representative** - There were none.

5. **Approval of Minutes**

A motion was made by Alderman Bauman with a second by Alderman Johnson to approve the November 21, 2017 Common Council meeting minutes. With all in favor, the motion carried.

6. **Letters and Communications** - There were none.

7. **Reports by Aldermanic Representatives and Department Heads**

Steve DeQuaker reported that Patrick Romenesko would not be returning as the City's auditor due to a transition within his business. Dequaker stated that he was planning to send out RFP's to hire a new auditor; however that process could take a couple of months, which would prolong the completion of the audit. DeQuaker stated that Romenesko recommended a firm and asked Council if they would approve not doing the RFP for the 2017 audit due to timing but continue the RFP process for 2018. Council agreed unanimously to use the recommended firm. Attorney Bjelajac requested a written contract be submitted for approval by Council at a future meeting.

Megan Watkins reminded everyone that the 2nd Annual Ice Festival is scheduled for December 16, 2017 and that there are 15 sculptors and 38 sponsors.

8. **Reports**

A motion was made Alderman Kott with a second by Alderman Bauman to approve Reports 1-6. With all in favor, the motion carried.

9. **Payment of Prepays and Vouchers**

A motion was made by Alderman Johnson with a second by Alderman Kott to approve Prepays and Vouchers as presented. Roll Call - Aye: Johnson, Grandi, Dawidziak, Schultz, Preusker, Bauman. Nay: None. The motion carried 7-0.

10. **Licenses and Permits**

A motion was made by Alderman Grandi with a second by Alderman Preusker to approve Licenses and Permits as presented. With all in favor, the motion carried.

11. **Appointments and Nominations**

A motion was made by Alderman Dawdziak with a second by Alderman Bauman to approve the Appointments of Election Inspectors for a two year term beginning January 1, 2018 and ending December 31, 2019. With all in favor, the motion carried.

12. **PUBLIC HEARING:** There was none.

13. **RESOLUTIONS:**

- A. **Resolution 4870(28)** - to approve wage increases for Chief Inspectors from \$8.75 to \$11.00 per hour and Election Inspectors from \$7.25 to \$9.00 per hour.

A motion was made by Alderman Schultz with a second by Alderman Dawdziak to approve Resolution 4870(28). Roll Call - Aye: Schultz, Preusker, Bauman, Kott, Johnson, Grandi, Dawdziak. Motion carried 7-0.

- B. **Resolution 4872(30)** - to consider adoption of the 2018 Annual Budget for the City of Burlington.

A motion was made by Alderman Preusker with a second by Alderman Johnson to approve Resolution 4872(30). Roll Call - Aye: Preusker, Bauman, Kott, Johnson, Grandi, Dawdziak, Schultz. Motion carried 7-0.

14. **ORDINANCES:** There were none.

15. **MOTIONS:**

- A. **Motion 17-882** - to consider approving a Downtown Historic District Façade Improvement Grant Policy.

A motion was made by Alderman Preusker with a second by Alderman Kott to approve Motion 17-882. Alderman Schultz asked for clarification in regards to the maximum lifetime cap of \$15,000 and whether that applied to each facade or the property. Watkins replied that the cap applies to the property. There was no more discussion. With all in favor, the motion carried.

16. **ADJOURN INTO CLOSED SESSION**

A motion was made by Alderman Bauman with a second by Alderman Grandi to Adjourn into Closed Session. Roll Call - Aye: Bauman, Kott, Johnson, Grandi, Dawdziak, Schultz, Preusker. The motion carried 7-0 and adjourned into closed session at 7:37 p.m.

**Wis. Stats 19.85(1)(e)** Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session; and, **Wis. Stats 19.85(1)(c)** Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility.

- To consider employment and compensation of specific Police Department dispatch employees.

17. **RECONVENE INTO OPEN SESSION**

A motion was made by Alderman Kott with a second by Alderman Bauman to Reconvene into Open Session. With all in favor, the meeting reconvened at 8:01 p.m.

18. **ACT ON ITEMS FROM CLOSED SESSION IF NECESSARY**

Consideration and possible action on recommendation for matters discussed in Closed Session by the Common Council.

There was no action.

19. **ADJOURNMENT**

A motion was made by Alderman Johnson with a second by Alderman Preusker to adjourn. With all in favor, the meeting adjourned at 8:01 p.m.

Minutes respectfully submitted by:

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Diahnn C. Halbach  
City Clerk  
City of Burlington



**COMMON COUNCIL REGULAR**

**ITEM NUMBER 8A**

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**DATE:** December 19, 2017

**SUBJECT:** REPORTS 1-3

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

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**BACKGROUND/HISTORY:**

**Attached please find the following reports:**

Plan Commission Minutes 11-14-2017

Police and Fire Commission Minutes 12-5-2017

Committee of the Whole Minutes 12-5-2017

**BUDGET/FISCAL IMPACT:**

N/A

**RECOMMENDATION:**

Staff recommends that Council approve the submitted reports.

**TIMING/IMPLEMENTATION:**

This item is scheduled for consideration at the December 19, 2017 Common Council meeting.

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**Attachments**

Plan Minutes

PFC Minutes

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**Minutes**  
**City of Burlington Plan Commission**  
**November 14, 2017, 6:30 p.m.**

Mayor Jeannie Hefty called the Plan Commission meeting to order at 6:30 p.m. Roll call: Aldermen Tom Vos; Bob Grandi; Commissioners Chad Redman; and Art Gardner were present. Commissioners John Ekes and Andy Tully were excused. Student Representative Samuel Jorudd was present. Student Representative Aysha Schiller was excused.

**APPROVAL OF MINUTES**

Alderman Grandi moved, and Alderman Vos seconded to approve the minutes of October 10, 2017. All were in favor and the motion carried.

**LETTERS & COMMUNICATIONS**

None

**CITIZEN COMMENTS**

None

**PUBLIC HEARINGS**

None

**OLD BUSINESS**

None

**NEW BUSINESS**

**A. Consideration to recommend approval to the Common Council of an Extraterritorial Certified Survey Map application from Christopher Litzau on behalf of Great Lakes Community Conservation Corps., Inc. for property located at 34525 Walburg Lane in the Town of Burlington to subdivide a parcel, subject to Graef's November 6, 2017 memorandum to the Plan Commission.**

- Mayor Hefty opened this item for discussion.
- Tanya Fonseca, Graef, explained this property is near Bohners Lake and proposing to be subdivided into two lots. One lot consists of a single-family residence, an outhouse and an accessory structure. The other lot consists of a secondary existing accessory structure. This property is located close to a plan sanitary sewer, which is cost prohibited but not an issue at this time. Ms. Fonseca stated it would not be unusual if this property was annexed into the City in the future.
- There were no further comments.

Alderman Vos moved, and Commissioner Redman seconded to recommend approval of an Extraterritorial Certified Survey Map in the Town of Burlington, subject to Graef's November 6, 2017 memorandum to the Plan commission.

- Alderman Vos questioned that if the sanitary sewer system fails, could the owners choose to install the same type of system instead of tying into the sewer. Ms. Fonseca stated more development would be a requirement to be able to tie into the sewer. Commissioner Gardner asked if one parcel had a home with septic, and the other lot built a home in the future, would a septic system be allowed. Ms. Fonseca replied yes, another septic would be allowed.

*All were in favor and the motion carried.*

### **ADJOURNMENT**

Alderman Vos moved, and Commissioner Gardner seconded to adjourn the meeting at 6:38 p.m.

*All were in favor and the motion carried.*

Recording Secretary  
Kristine Anderson  
Administrative Assistant



CITY OF BURLINGTON

## POLICE – FIRE COMMISSION

300 North Pine Street, Burlington, Wisconsin 53105  
(262) 763-3717



### MINUTES

City of Burlington Police and Fire Commission  
City Hall  
300 N. Pine Street, Burlington, Wisconsin  
December 5, 2017

**1. Call to Order:**

Commissioner Schmitz called the meeting to order at 5:36 p.m.

**2. Roll Call:**

Commissioners in attendance: Bill Smitz, Jeff Erickson, Kevin Morrow, Peter Hintz, Fire Chief Alan Babe, and Police Chief Mark Anderson, Commissioner Joe Busch was excused.

**3. Public Comments:**

None.

**4. Approval of Minutes**

The minutes from the November 7<sup>th</sup> PFC meeting was approved on a motion to approve by Commissioner Morrow, seconded by Commissioner Erickson all ayes motion carried.

**5. Police Chief Business**

Chief Anderson reported that Scott Wasilevich has completed his probationary period. He also reported that Matt Barrows is the only applicant for the sergeant position and that he will be tested for the position.

**6. Fire Chief Business**

A. The commission convened into closed session pursuant to section 19.85 (1) (c) Wisconsin Statutes for considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility on a motion by Commissioner Hintz and seconded by Commissioner Morrow all ayes carried the motion at 5:47pm.

B. The commission reconvened into open session on a motion by Commissioner Erickson, seconded by Commissioner Morrow all ayes carried the motion at 6:37pm.

C. A motion was made to add Courtney Jinar and Evan Vanommeren to the Fire Department Eligibility List by Commissioner Hintz seconded by Commissioner Morrow all ayes carried the motion.

**7. Police and Fire Commission Business**

Discussion of updating the PFC Rules and Regulations was discussed but the matter was tabled as we must get some clarification from the City Attorney on a few of the changes. There were also typo's that were addressed and will be corrected, and this matter will be readdressed at an upcoming meeting. This was tables until next month, so we can get some input from the City attorney.

**8. Adjourn**

Motion by Commissioner Erickson to adjourn seconded by Commissioner Hintz; motion carried all ayes at 6:38p.m.

Respectfully submitted,  
Commissioner Erickson, Secretary



**COMMON COUNCIL REGULAR**

**ITEM NUMBER 9A**

**DATE:** December 19, 2017

**SUBJECT: PREPAIDS AND VOUCHERS**

**SUBMITTED BY:** Steven DeQuaker, Finance Director

**BACKGROUND/HISTORY:**

Attached please find the Prepaid and Voucher list for bills accrued through December 19, 2017

Total Prepaid:	\$ 107,556.17
Total Vouchers:	\$ 99,147.07
<b>Grand Total:</b>	<b>\$ 206,703.24</b>

**BUDGET/FISCAL IMPACT:**

5 Largest Disbursements on the Prepaid and Voucher List:

1. \$38,728.48 John's Disposal Service Inc. - Contracted Monthly Billing
2. \$18,029.28 Ascent Aviation Group, Inc. - Jet A Fuel
3. \$17,125.89 PSG Construction, Inc. - ADA Improvements/Burlington Senior Center
4. \$15,000.00 Digicorp, Inc. - Prepaid Block Time Support
5. \$14,993.12 We Energies - Electric Service for 10/21/17 to 11/22/17 Treatment Plant

**RECOMMENDATION:**

Staff recommends that the Common Council accept and approve these Prepaid and Vouchers in the amount of \$206,703.24.

**TIMING/IMPLEMENTATION:**

This item is scheduled for consideration at the December 19, 2017 Common Council meeting.

**Attachments**

Prepaid 12-01-17

Prepaid 12-08-17

Vouchers 12-19-17

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
<b>100121400</b>						
100-121400 DELINQ PERSONAL PROPERTY	CHRISTY'S BRIDAL	Refund of overpament 2016 Personal Tax	190083PP	11/29/2017	84.16	12/01/2017
Total 100121400:					84.16	
<b>100414199000</b>						
100-414199-000 INTEREST ON TAXES PP &	CHRISTY'S BRIDAL	Refund of overpament 2016 Personal Tax	190083PP	11/29/2017	3.43	12/01/2017
Total 100414199000:					3.43	
<b>100444411000</b>						
100-444411-000 COURT FINES & COSTS	RACINE COUNTY TREASURER	Racine Co Jail Assessment	2017NOV	12/01/2017	1,428.95	12/01/2017
100-444411-000 COURT FINES & COSTS	RACINE COUNTY TREASURER	Racine Co Surcharge	2017NOV	12/01/2017	875.60	12/01/2017
100-444411-000 COURT FINES & COSTS	ST OF WISC CONTROLLER'S O	ST OF WI CONTROLLER OFFICE NOV	2017NOV	12/01/2017	5,615.52	12/01/2017
Total 100444411000:					7,920.07	
<b>100454521001</b>						
100-454521-001 BOND FEES	RACINE CO COURT	Flores, Marcela; Case: 16-4633	16-4633	11/29/2017	629.00	12/01/2017
100-454521-001 BOND FEES	RACINE CO COURT	Serrano, Juan; Case: 17-11919	17-11919	11/29/2017	150.00	12/01/2017
Total 100454521001:					779.00	
<b>100515132220</b>						
100-515132-220 ADMIN - UTILITIES	WE ENERGIES	5843-033-004 (split)	5843033004NOV17	11/26/2017	458.76	12/01/2017
Total 100515132220:					458.76	
<b>100515132225</b>						
100-515132-225 ADMIN - TELEPHONE	VERIZON WIRELESS	Verizon: Acct 286396851-00001 (split)	9796817925	11/23/2017	77.23	12/01/2017
Total 100515132225:					77.23	
<b>100515132570</b>						
100-515132-570 Disaster Expenditures	REINDERS INC	FLOOD-SEED MIX	2900922-00	08/17/2017	607.50	12/01/2017
100-515132-570 Disaster Expenditures	REINDERS INC	FLOOD-SEED MIX	2900922-01	08/18/2017	437.50	12/01/2017
100-515132-570 Disaster Expenditures	SALSBURY INDUSTRIES	metal lockers	CS-680161	10/25/2017	12,343.54	12/01/2017
Total 100515132570:					13,388.54	
<b>100515140330</b>						
100-515140-330 CLERK - TRAINING & TRAV	SOLOFRA, PATRICIA	Travel Reimbursement - Mileage	113017	11/30/2017	31.46	12/01/2017
Total 100515140330:					31.46	
<b>100515141220</b>						
100-515141-220 FINANCE - UTILITY SERVIC	WE ENERGIES	5843-033-004 (split)	5843033004NOV17	11/26/2017	278.53	12/01/2017
Total 100515141220:					278.53	
<b>100515141225</b>						
100-515141-225 FINANCE - TELEPHONE	VERIZON WIRELESS	Verizon: Acct 286396851-00001 (split)	9796817925	11/23/2017	57.71	12/01/2017
Total 100515141225:					57.71	
<b>100525211225</b>						
100-525211-225 POLICE - TELEPHONE	VERIZON WIRELESS	Verizon: Acct 286396851-00001 (split)	9796817925	11/23/2017	665.16	12/01/2017

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
Total 100525211225:					665.16	
<b>100525211244</b>						
100-525211-244 POLICE - REPAIR & MAINT	DASH MEDICAL GLOVES, INC	DASH MEDICAL GLOVES POLICE	INV1069184	08/21/2017	76.90	12/01/2017
Total 100525211244:					76.90	
<b>100525211330</b>						
100-525211-330 POLICE - TRAVEL	FOX VALLEY TECHNICAL COLL	FOX VALLEY TECH FOR REGISTRATION	TPB0000432534/FY	10/26/2017	125.00	12/01/2017
Total 100525211330:					125.00	
<b>100525220220</b>						
100-525220-220 FIRE - UTILITY SERVICES	WE ENERGIES	8403-026-057	8403026057NOV17	11/19/2017	1,107.12	12/01/2017
Total 100525220220:					1,107.12	
<b>100525220225</b>						
100-525220-225 FIRE - TELEPHONE	VERIZON WIRELESS	Verizon: Acct 286396851-00001 (split)	9796817925	11/23/2017	129.91	12/01/2017
Total 100525220225:					129.91	
<b>100525231220</b>						
100-525231-220 BLDG INSP UTILITIES	WE ENERGIES	5843-033-004 (split)	5843033004NOV17	11/26/2017	81.93	12/01/2017
Total 100525231220:					81.93	
<b>100525231225</b>						
100-525231-225 BLDG INSP - TELEPHONE	VERIZON WIRELESS	Verizon: Acct 286396851-00001 (split)	9796817925	11/23/2017	15.00	12/01/2017
Total 100525231225:					15.00	
<b>100535321225</b>						
100-535321-225 STREETS - TELEPHONE	TDS	TDS DPW 262-539-3770 (SPLIT)	262-539-3770 11/17	11/19/2017	81.74	12/01/2017
100-535321-225 STREETS - TELEPHONE	VERIZON WIRELESS	Verizon: Acct 286396851-00001 (split)	9796817925	11/23/2017	57.48	12/01/2017
100-535321-225 STREETS - TELEPHONE	VERIZON WIRELESS	credit	9796817925	11/23/2017	100.00	12/01/2017
Total 100535321225:					39.22	
<b>100535321261</b>						
100-535321-261 STREETS - LIGHTING	WE ENERGIES	0455-414-409	0455414409NOV17	11/15/2017	225.09	12/01/2017
100-535321-261 STREETS - LIGHTING	WE ENERGIES	0838-352-542	0838352542NOV17	11/21/2017	36.51	12/01/2017
100-535321-261 STREETS - LIGHTING	WE ENERGIES	0850-628-152	0850628152NOV17	11/20/2017	255.49	12/01/2017
100-535321-261 STREETS - LIGHTING	WE ENERGIES	4404-149-064	4404149064NOV17	11/16/2017	39.07	12/01/2017
100-535321-261 STREETS - LIGHTING	WE ENERGIES	6438-309-692	6438309692OCT17	11/09/2017	192.14	12/01/2017
Total 100535321261:					748.30	
<b>100535321311</b>						
100-535321-311 Streets-Comp Software Maint	AMAZON.COM/GE MONEY	60457 8781 045088 8 (split)	046912 11/17	12/01/2017	58.62	12/01/2017
Total 100535321311:					58.62	
<b>100555551220</b>						
100-555551-220 PARKS - UTILITIES	WE ENERGIES	0235-568-359	0235568359OCT17	11/07/2017	69.50	12/01/2017
100-555551-220 PARKS - UTILITIES	WE ENERGIES	0435-566-939	0435566939OCT17	11/16/2017	32.10	12/01/2017
100-555551-220 PARKS - UTILITIES	WE ENERGIES	5276-292-324	5276292324NOV17	11/08/2017	22.02	12/01/2017

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
Total 100555551220:					123.62	
<b>100555551225</b>						
100-555551-225	PARKS - TELEPHONE	TDS	TDS DPW 262-539-3770 (SPLIT)	262-539-3770 11/17	11/19/2017	40.88 12/01/2017
Total 100555551225:					40.88	
<b>251555511310</b>						
251-555511-310	OFFICE SUPPLIES, POSTA	SCHMIDT, JANE	Reimbursement - Hobby Lobby	110917	11/09/2017	49.85 12/01/2017
Total 251555511310:					49.85	
<b>46555551804</b>						
465-555551-804	PARKS CAPITAL OUTLAY P	TCF EQUIPMENT FINANCE, INC	Mower Financing- Contrat # 008-0658807-300	5276838	11/15/2017	686.56 12/01/2017
Total 46555551804:					686.56	
<b>501514900000</b>						
501-514900-000	ADMINISTRATIVE EXPENSE	DIRECTPATH	Monthly fee for Advocacy Serv Dec	AT37884	12/01/2017	171.00 12/01/2017
Total 501514900000:					171.00	
<b>621575740220</b>						
621-575740-220	WWTP-ELECTRIC	WE ENERGIES	0469-455-267	0469455267NOV17	11/15/2017	130.02 12/01/2017
621-575740-220	WWTP-ELECTRIC	WE ENERGIES	3602-583-285	3602583285NOV17	11/16/2017	30.90 12/01/2017
Total 621575740220:					160.92	
<b>621575740225</b>						
621-575740-225	TELEPHONE	TDS	TDS WWTP 262-539-3646	262-539-3646 10/17	11/19/2017	198.65 12/01/2017
621-575740-225	TELEPHONE	VERIZON WIRELESS	Verizon: Acct 286396851-00001 (split)	9796817925	11/23/2017	27.65 12/01/2017
Total 621575740225:					226.30	
<b>621575740310</b>						
621-575740-310	OFFICE SUPPLIES, POSTA	TIME WARNER CABLE	Time Warner WWTP Acct # 702658601	702658601111217	11/12/2017	124.94 12/01/2017
Total 621575740310:					124.94	
<b>621575740359</b>						
621-575740-359	SANITARY SEWER REPAIR,	KLEIN, MATTHIAS P	Reimburse - Feltner's to power rod main line	102317	10/23/2017	195.00 12/01/2017
Total 621575740359:					195.00	
<b>622509040000</b>						
622-509040-000	UNCOLLECTIBLE ACCOUNT	SOLOFRA, STEVEN	over paid final 158 S Perkins Blvd	17.2221.10	11/29/2017	51.06 12/01/2017
622-509040-000	UNCOLLECTIBLE ACCOUNT	ELLIOTT, JOHN	refund: over paid final bill	16.0696.04	11/29/2017	74.12 12/01/2017
622-509040-000	UNCOLLECTIBLE ACCOUNT	MPF BUILDERS, LLC	refund: overpayment 2225 Ravenswood	5.3807.00	11/29/2017	143.38 12/01/2017
622-509040-000	UNCOLLECTIBLE ACCOUNT	REHBERG, DAN	refund: overpayment at 172 Kendall St	13.0408.05	11/29/2017	383.24 12/01/2017
Total 622509040000:					651.80	
<b>622509210000</b>						
622-509210-000	OFFICE SUPPLY	TDS	TDS DPW 262-539-3770 (SPLIT)	262-539-3770 11/17	11/19/2017	81.74 12/01/2017
622-509210-000	OFFICE SUPPLY	AT & T	414 r24-8901 367 9	414R24890111117	11/10/2017	68.95 12/01/2017
Total 622509210000:					150.69	

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
622509350000						
622-509350-000 GENERAL PLANT-SUPPLIE	AMAZON.COM/GE MONEY	60457 8781 045088 8 (split)	046912 11/17	12/01/2017	39.93	12/01/2017
Total 622509350000:					39.93	
Grand Totals:					28,747.54	

Dated: \_\_\_\_\_

Motion for Approval by: \_\_\_\_\_

Motion Seconded by: \_\_\_\_\_

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
<b>100160000</b>						
100-160000 PREPAID EXPENDITURES	DIGICORP	Digicorp - Pre-Paid Block Time	321372	11/30/2017	15,000.00	12/08/2017
Total 100160000:					15,000.00	
<b>100434312000</b>						
100-434312-000 OPERATOR LICENSES	BRITT, DESIREE	refund license denied	1.056455	06/07/2017	18.00	12/08/2017
Total 100434312000:					18.00	
<b>100515111265</b>						
100-515111-265 Festival/Fireworks/Block Party	DEQUAKER, STEVE	Prize Money for the Burlington Ice Festival	2017 ICE FESTIVA	12/05/2017	2,500.00	12/08/2017
Total 100515111265:					2,500.00	
<b>100515121225</b>						
100-515121-225 MUNI COURT - TELEPHONE	AT & T	171-798-6300 001 (split)	4655228306	11/19/2017	120.00	12/08/2017
100-515121-225 MUNI COURT - TELEPHONE	AT & T	171-798-6300 001 (split)	4655228306	11/19/2017	256.30	12/08/2017
Total 100515121225:					376.30	
<b>100515132225</b>						
100-515132-225 ADMIN - TELEPHONE	AT & T	057 736 7870 001	2627671389 11/17	11/21/2017	48.18	12/08/2017
100-515132-225 ADMIN - TELEPHONE	AT & T	262 767-1389 327 6	262767138911 201	11/28/2017	241.74	12/08/2017
100-515132-225 ADMIN - TELEPHONE	AT & T	171-798-6300 001 (split)	4655228306	11/19/2017	320.38	12/08/2017
Total 100515132225:					610.30	
<b>100515132298</b>						
100-515132-298 ADMIN - CONTRACT SERVI	AT & T	252235078 - Internet	252235078 11/17	11/27/2017	90.75	12/08/2017
Total 100515132298:					90.75	
<b>100515132310</b>						
100-515132-310 ADMIN - OFF SUPP-POSTA	DINERS CLUB COMMERCIAL	CTC* Constant Contract (ongoing)	5799 11/17	11/28/2017	5.00	12/08/2017
100-515132-310 ADMIN - OFF SUPP-POSTA	DINERS CLUB COMMERCIAL	Adobe Document Renewal	5799 11/17	11/28/2017	189.05	12/08/2017
100-515132-310 ADMIN - OFF SUPP-POSTA	DINERS CLUB COMMERCIAL	Adobe Document Renewal	5799 11/17	11/28/2017	189.05	12/08/2017
100-515132-310 ADMIN - OFF SUPP-POSTA	DINERS CLUB COMMERCIAL	Amazon - Office Supplies	6992 11/17	12/08/2017	95.49	12/08/2017
Total 100515132310:					478.59	
<b>100515132570</b>						
100-515132-570 Disaster Expenditures	AT & T	262 767-1904 046 8	26276719041117	11/28/2017	627.22	12/08/2017
Total 100515132570:					627.22	
<b>100515140330</b>						
100-515140-330 CLERK - TRAINING & TRAV	SCHLITZ, DEB	Travel Reimbursement	110817	11/08/2017	17.98	12/08/2017
Total 100515140330:					17.98	
<b>100515141225</b>						
100-515141-225 FINANCE - TELEPHONE	AT & T	171-798-6300 001 (split)	4655228306	11/19/2017	192.23	12/08/2017
Total 100515141225:					192.23	
<b>100515141310</b>						
100-515141-310 FINANCE - OFFICE SUPP/P	DINERS CLUB COMMERCIAL	credit - Amazon Prime	5864 11/17	11/28/2017	11.07	12/08/2017

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
Total 100515141310:					11.07-	
<b>100515141312</b>						
100-515141-330 FINANCE - COMP SUPPLIES	DINERS CLUB COMMERCIAL	Amazon - Computer Supplies	5864 11/17	11/28/2017	50.47	12/08/2017
Total 100515141312:					50.47	
<b>100515141330</b>						
100-515141-330 FINANCE - TRAVEL	DEQUAKER, STEVE	Reimbursement - Mileage	113017	11/30/2017	42.80	12/08/2017
100-515141-330 FINANCE - TRAVEL	DEQUAKER, STEVE	Reimbursement - Mileage	120617	12/06/2017	85.39	12/08/2017
Total 100515141330:					128.19	
<b>100515141399</b>						
100-515141-399 FINANCE - MISC. EXPENSE	DINERS CLUB COMMERCIAL	Walmart	5864 11/17	11/28/2017	80.06	12/08/2017
Total 100515141399:					80.06	
<b>100515142330</b>						
100-515142-330 ELECTIONS - TRAVEL	SKWIERAWSKI, MARY	Travel Reimbursement	110817	11/08/2017	17.98	12/08/2017
100-515142-330 ELECTIONS - TRAVEL	LODLE, JILL	Travel Reimbursement	110817	11/08/2017	17.98	12/08/2017
Total 100515142330:					35.96	
<b>100525211225</b>						
100-525211-225 POLICE - TELEPHONE	AT & T	171-798-6300 001 (split)	4655228306	11/19/2017	512.60	12/08/2017
Total 100525211225:					512.60	
<b>100525211240</b>						
100-525211-240 POLICE - FUEL, OIL	VOYAGER FLEET SYSTEMS IN	Voyager Acct. 869297630 Police Dept	869297630748	12/01/2017	1,846.15	12/08/2017
Total 100525211240:					1,846.15	
<b>100525211310</b>						
100-525211-310 POLICE - OFF SUPP-POSTA	DINERS CLUB COMMERCIAL	Richter's Marketplace	5815 11/17	11/28/2017	22.19	12/08/2017
100-525211-310 POLICE - OFF SUPP-POSTA	DINERS CLUB COMMERCIAL	Gooseberries	5898 11/17	11/28/2017	75.99	12/08/2017
100-525211-310 POLICE - OFF SUPP-POSTA	DINERS CLUB COMMERCIAL	Gooseberries	5898 11/17	11/28/2017	1,067.51	12/08/2017
100-525211-310 POLICE - OFF SUPP-POSTA	DINERS CLUB COMMERCIAL	Amazon - Batteries	5898 11/17	11/28/2017	28.14	12/08/2017
Total 100525211310:					1,193.83	
<b>100525211330</b>						
100-525211-330 POLICE - TRAVEL	DINERS CLUB COMMERCIAL	Kalahari	5781 11/17	11/28/2017	109.00	12/08/2017
100-525211-330 POLICE - TRAVEL	DINERS CLUB COMMERCIAL	Buffalo Wild Wings	5781 11/17	11/28/2017	45.89	12/08/2017
Total 100525211330:					154.89	
<b>100525220159</b>						
100-525220-159 FIRE - CLOTHING ALLOWA	DINERS CLUB COMMERCIAL	Embroidme	8038 11/17	11/28/2017	27.06	12/08/2017
Total 100525220159:					27.06	
<b>100525220211</b>						
100-525220-211 FIRE - PHYSICALS	DINERS CLUB COMMERCIAL	Amazon	5781 11/17	11/28/2017	75.63	12/08/2017
Total 100525220211:					75.63	

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
<b>100525220220</b>						
100-525220-220 FIRE - UTILITY SERVICES	WE ENERGIES	8419-416-558	8419416558NOV17	11/27/2017	13.15	12/08/2017
Total 100525220220:					13.15	
<b>100525220240</b>						
100-525220-240 FIRE - FUEL, OIL, LUBRICA	VOYAGER FLEET SYSTEMS IN	Voyager Acct. 869297630 Fire Dept	869297630748	12/01/2017	401.55	12/08/2017
Total 100525220240:					401.55	
<b>100525220246</b>						
100-525220-246 FIRE - REPAIR MAINT OFFI	DINERS CLUB COMMERCIAL	Walmart	8038 11/17	11/28/2017	131.80	12/08/2017
Total 100525220246:					131.80	
<b>100525220310</b>						
100-525220-310 FIRE - OFFICE SUPPLIES	FIRE ENGINEERING	Renewal for Account # 240955	240955 2017	12/05/2017	39.00	12/08/2017
100-525220-310 FIRE - OFFICE SUPPLIES	FIRE ENGINEERING	Renewal for Account # 240977	240977 2017	12/04/2017	39.00	12/08/2017
Total 100525220310:					78.00	
<b>100525231310</b>						
100-525231-310 BLDG INSP - OPERATING S	DINERS CLUB COMMERCIAL	Reinemans - Voltage Tester	0114 11/17	11/28/2017	29.41	12/08/2017
Total 100525231310:					29.41	
<b>100525231330</b>						
100-525231-330 BLDG INSP - TRAVEL	GUIDRY, GREGORY	Travel Reimbursement - Meal	120717	12/05/2017	52.00	12/08/2017
Total 100525231330:					52.00	
<b>100525231372</b>						
100-525231-372 BLDG INSP - AUTO EXPENS	VOYAGER FLEET SYSTEMS IN	Voyager Acct. 869297630 Bldg Insp	869297630748	12/01/2017	26.23	12/08/2017
Total 100525231372:					26.23	
<b>100535321220</b>						
100-535321-220 STREETS - UTILITIES	WE ENERGIES	1638-891-345 (split)	1638891345NOV17	11/22/2017	694.46	12/08/2017
100-535321-220 STREETS - UTILITIES	WE ENERGIES	8430-081-671 (split)	8430081671NOV17	11/21/2017	190.76	12/08/2017
Total 100535321220:					885.22	
<b>100535321240</b>						
100-535321-240 STREETS - FUEL, OIL & LU	VOYAGER FLEET SYSTEMS IN	Voyager Acct. 869297630 Street Dept	869297630748	12/01/2017	2,438.63	12/08/2017
Total 100535321240:					2,438.63	
<b>100535321261</b>						
100-535321-261 STREETS - LIGHTING	WE ENERGIES	0818-594-802	0818594802NOV17	11/21/2017	15.71	12/08/2017
100-535321-261 STREETS - LIGHTING	WE ENERGIES	0819-473-268	0819473268NOV17	11/26/2017	125.46	12/08/2017
100-535321-261 STREETS - LIGHTING	WE ENERGIES	2023-503-060	2023503060NOV17	11/21/2017	161.21	12/08/2017
100-535321-261 STREETS - LIGHTING	WE ENERGIES	5043-084-318	5043084318NOV17	11/20/2017	51.44	12/08/2017
100-535321-261 STREETS - LIGHTING	WE ENERGIES	5459-100-732	5459100732NOV17	11/27/2017	475.25	12/08/2017
100-535321-261 STREETS - LIGHTING	WE ENERGIES	5465-979-181	5465979181NOV17	11/19/2017	56.21	12/08/2017
100-535321-261 STREETS - LIGHTING	WE ENERGIES	5644-617-733	5644617733NOV17	11/21/2017	138.89	12/08/2017
100-535321-261 STREETS - LIGHTING	WE ENERGIES	5695-147-539	5695147539NOV17	11/26/2017	495.19	12/08/2017
100-535321-261 STREETS - LIGHTING	WE ENERGIES	6893-002-943	6893002943NOV17	11/20/2017	15.71	12/08/2017
100-535321-261 STREETS - LIGHTING	WE ENERGIES	7245-068-041	7245068041NOV17	11/26/2017	245.95	12/08/2017
100-535321-261 STREETS - LIGHTING	WE ENERGIES	7255-756-558	7255756558NOV17	11/19/2017	18.01	12/08/2017

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
100-535321-261 STREETS - LIGHTING	WE ENERGIES	7467-500-426	7467500426NOV17	11/26/2017	272.23	12/08/2017
100-535321-261 STREETS - LIGHTING	WE ENERGIES	8499-073-119	8499073119NOV17	11/26/2017	228.61	12/08/2017
100-535321-261 STREETS - LIGHTING	WE ENERGIES	9418-285-345	9418285345NOV17	11/26/2017	130.71	12/08/2017
Total 100535321261:					2,430.58	
<b>100535321298</b>						
100-535321-298 STREETS - CONTRACT SER	DINERS CLUB COMMERCIAL	ABC Supply (split)	5831 11/17	11/28/2017	33.75	12/08/2017
Total 100535321298:					33.75	
<b>100535321354</b>						
100-535321-354 STREETS-PARKNG STRUC	WE ENERGIES	7082-958-528	7082958528NOV17	11/27/2017	687.93	12/08/2017
Total 100535321354:					687.93	
<b>10055551220</b>						
100-555551-220 PARKS - UTILITIES	WE ENERGIES	1269-762-568	1269762568NOV17	11/26/2017	45.71	12/08/2017
100-555551-220 PARKS - UTILITIES	WE ENERGIES	1638-891-345 (split)	1638891345NOV17	11/22/2017	347.24	12/08/2017
100-555551-220 PARKS - UTILITIES	WE ENERGIES	2428-946-714	2428946714NOV17	11/26/2017	1,043.32	12/08/2017
100-555551-220 PARKS - UTILITIES	WE ENERGIES	3243-370-777	3243370777NOV17	11/27/2017	37.11	12/08/2017
100-555551-220 PARKS - UTILITIES	WE ENERGIES	3698-542-543	3698542543NOV17	11/27/2017	17.88	12/08/2017
100-555551-220 PARKS - UTILITIES	WE ENERGIES	6211-699-899	6211699899NOV17	11/26/2017	70.60	12/08/2017
100-555551-220 PARKS - UTILITIES	WE ENERGIES	6895-338-188	6895338188NOV17	11/26/2017	109.32	12/08/2017
100-555551-220 PARKS - UTILITIES	WE ENERGIES	8430-081-671 (split)	8430081671NOV17	11/21/2017	95.37	12/08/2017
Total 10055551220:					1,766.55	
<b>10055551240</b>						
100-555551-240 PARKS - FUEL, OIL, LUBRIC	VOYAGER FLEET SYSTEMS IN	Voyager Acct. 869297630 Parks Dept	869297630748	12/01/2017	360.38	12/08/2017
Total 10055551240:					360.38	
<b>10055551298</b>						
100-555551-298 PARKS - OUTSIDE SERVICE	DINERS CLUB COMMERCIAL	ABC Supply (split)	5831 11/17	11/28/2017	16.87	12/08/2017
Total 10055551298:					16.87	
<b>251555511220</b>						
251-555511-220 UITILITIES	WE ENERGIES	0810-148-657	0810148657NOV17	11/27/2017	1,102.46	12/08/2017
251-555511-220 UITILITIES	WE ENERGIES	5852-857-487	5852857487NOV17	11/26/2017	480.85	12/08/2017
Total 251555511220:					1,583.31	
<b>251555511225</b>						
251-555511-225 TELEPHONE	DINERS CLUB COMMERCIAL	Google (ongoing)	5922 11/17	11/28/2017	62.09	12/08/2017
Total 251555511225:					62.09	
<b>251555511310</b>						
251-555511-310 OFFICE SUPPLIES, POSTA	DINERS CLUB COMMERCIAL	Facebook	3031 11/17	11/28/2017	10.00	12/08/2017
251-555511-310 OFFICE SUPPLIES, POSTA	HENNEY, MAUREEN	reimbursement - Menards	113017	11/30/2017	57.99	12/08/2017
Total 251555511310:					67.99	
<b>251555511327</b>						
251-555511-327 MATERIALS	DINERS CLUB COMMERCIAL	Amazon	5922 11/17	11/28/2017	12.47	12/08/2017
251-555511-327 MATERIALS	DINERS CLUB COMMERCIAL	Amazon	5922 11/17	11/28/2017	19.82	12/08/2017
251-555511-327 MATERIALS	DINERS CLUB COMMERCIAL	Amazon - Kindle	5922 11/17	11/28/2017	245.38	12/08/2017

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
Total 251555511327:					277.67	
<b>251555511330</b>						
251-555511-330	INSERVICE TRAINING/TRAV	WI LIBRARY ASSN.	Registration Fee	1791	11/28/2017	25.00 12/08/2017
251-555511-330	INSERVICE TRAINING/TRAV	PUCCINI, JENNIFER	Reimbursement - mileage	111517	11/15/2017	15.73 12/08/2017
Total 251555511330:					40.73	
<b>251555511345</b>						
251-555511-345	PROGRAMS	PUCCINI, JENNIFER	Reimbursement - Walmart Craft Supplies	111517	11/15/2017	39.55 12/08/2017
251-555511-345	PROGRAMS	PUCCINI, JENNIFER	Reimbursement - Etsy, Puppet Glove	111517	11/15/2017	14.00 12/08/2017
Total 251555511345:					53.55	
<b>453565616823</b>						
453-565616-823	2017 Pool Construction Proje	WE ENERGIES	4242-394-201	4242394201NOV17	11/28/2017	356.54 12/08/2017
Total 453565616823:					356.54	
<b>621575740220</b>						
621-575740-220	WWTP-ELECTRIC	WE ENERGIES	1887-026-576	1887026576NOV17	11/22/2017	14,993.12 12/08/2017
621-575740-220	WWTP-ELECTRIC	WE ENERGIES	4847-248-215	4847248215NOV17	11/21/2017	225.22 12/08/2017
621-575740-220	WWTP-ELECTRIC	WE ENERGIES	4897-650-087	4897650087NOV17	11/21/2017	59.14 12/08/2017
621-575740-220	WWTP-ELECTRIC	WE ENERGIES	6212-377-525	6212377525NOV17	11/22/2017	3,510.55 12/08/2017
Total 621575740220:					18,788.03	
<b>621575740222</b>						
621-575740-222	GAS	WE ENERGIES	0862-239-067	0862239067NOV17	11/21/2017	3,153.58 12/08/2017
621-575740-222	GAS	WE ENERGIES	2663-378-614	2663378614NOV17	11/21/2017	214.54 12/08/2017
621-575740-222	GAS	WE ENERGIES	3646-902-199	3646902199NOV17	11/21/2017	91.73 12/08/2017
Total 621575740222:					3,459.85	
<b>621575740240</b>						
621-575740-240	FUEL, OIL AND LUBRICANT	VOYAGER FLEET SYSTEMS IN	Voyager Acct. 869297630 WWTP	869297630748	12/01/2017	575.47 12/08/2017
Total 621575740240:					575.47	
<b>621575740371</b>						
621-575740-371	REG/PERMITS/OUTSIDE TE	WDATCP	RENEWAL LABORATORY CERTIFICATION	115101	11/24/2017	340.00 12/08/2017
Total 621575740371:					340.00	
<b>622509330000</b>						
622-509330-000	TRANSPORTATION-SUPPLI	VOYAGER FLEET SYSTEMS IN	Voyager Acct. 869297630 Water Dept	869297630748	12/01/2017	348.28 12/08/2017
Total 622509330000:					348.28	
<b>622509350000</b>						
622-509350-000	GENERAL PLANT-SUPPLIE	DINERS CLUB COMMERCIAL	ABC Supply (split)	5831 11/17	11/28/2017	33.75 12/08/2017
622-509350-000	GENERAL PLANT-SUPPLIE	WE ENERGIES	1638-891-345 (split)	1638891345NOV17	11/22/2017	694.46 12/08/2017
622-509350-000	GENERAL PLANT-SUPPLIE	WE ENERGIES	8430-081-671 (split)	8430081671NOV17	11/21/2017	190.76 12/08/2017
Total 622509350000:					918.97	
<b>623575740200</b>						
623-575740-200	FUEL FOR RESALE	ASCENT AVIATION GROUP, INC	JET A	488836	12/04/2017	18,029.28 12/08/2017

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
Total 623575740200:					18,029.28	
<b>623575740225</b>						
623-575740-225 TELEPHONE	AT & T	262 757 0907 307 4	26275709071117	11/25/2017	125.68	12/08/2017
Total 623575740225:					125.68	
<b>864121100</b>						
864-121100 TAXES RECEIVABLE	DEQUAKER, STEVE	Cash for Tax Drawer	2017 TAX	12/04/2017	300.00	12/08/2017
Total 864121100:					300.00	
<b>875232000</b>						
875-232000 MUNICIPAL COURT DEP	MILLER, JENNIFER	Redund - duplicate pmnt on AE162476-6	AE162476-6	12/01/2017	124.00	12/08/2017
Total 875232000:					124.00	
Grand Totals:					78,808.63	

Dated: \_\_\_\_\_

Motion for Approval by: \_\_\_\_\_

Motion Seconded by: \_\_\_\_\_

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
<b>10051511265</b>						
100-515111-265 Festival/Fireworks/Block Party	MENARDS	Lighting	48975	11/16/2017	290.42	
Total 10051511265:					290.42	
<b>10051511313</b>						
100-515111-313 CITY COUNCIL - PRINTING	LIGHTHOUSE COMMUNICATIO	Mailing Services for Quarterly Newsletter	1291117	11/29/2017	1,500.00	
Total 10051511313:					1,500.00	
<b>10051511390</b>						
100-515111-390 CITY COUNCIL - SUPP & OT	LIGHTHOUSE COMMUNICATIO	Mailing Services for Quarterly Newsletter	1291117	11/29/2017	551.14	
Total 10051511390:					551.14	
<b>10051511399</b>						
100-515111-399 CITY COUNCIL - PUBLICATI	SOUTHERN LAKES NEWSPAPE	CUP Hearing Hynous	299862	11/23/2017	55.68	
100-515111-399 CITY COUNCIL - PUBLICATI	SOUTHERN LAKES NEWSPAPE	Burlington Volleyball	300138	11/09/2017	30.00	
100-515111-399 CITY COUNCIL - PUBLICATI	SOUTHERN LAKES NEWSPAPE	CUP Hearing Casey's	300992	11/30/2017	57.70	
100-515111-399 CITY COUNCIL - PUBLICATI	SOUTHERN LAKES NEWSPAPE	Taxi Cab App	301133	11/23/2017	16.86	
100-515111-399 CITY COUNCIL - PUBLICATI	SOUTHERN LAKES NEWSPAPE	Zoning	301413	11/30/2017	57.70	
Total 10051511399:					217.94	
<b>100515121310</b>						
100-515121-310 MUNI COURT - OFFICE SUP	REINEMANS, INC.	City Hall Supplies (Split)	136212	12/07/2017	1.10	
100-515121-310 MUNI COURT - OFFICE SUP	PITNEY BOWES	MUNI SUPPLIES	3304934209	11/30/2017	69.57	
100-515121-310 MUNI COURT - OFFICE SUP	SHRED-IT USA LLC	Muni Court - Shredding	8123587349	11/22/2017	26.37	
Total 100515121310:					97.04	
<b>100515132248</b>						
100-515132-248 REPAIRS & MAINT BUILDIN	REINEMANS, INC.	City Hall Supplies (Split )	136212	12/07/2017	12.97	
100-515132-248 REPAIRS & MAINT BUILDIN	POL	F32T8/AWX8550/10yr - lightbulbs	3096039-01	10/27/2017	156.51	
Total 100515132248:					169.48	
<b>100515132310</b>						
100-515132-310 ADMIN - OFF SUPP-POSTA	ALSCO	ALSCO DPW (split) Customer # 074780	IMIL1270071	11/29/2017	2.97	
100-515132-310 ADMIN - OFF SUPP-POSTA	Office Copying Equipment, LTD	Sharp MX-5070N (split)	AR42193	11/30/2017	178.10	
100-515132-310 ADMIN - OFF SUPP-POSTA	PITNEY BOWES	ADMIN SUPPLIES	3304934209	11/30/2017	77.30	
100-515132-310 ADMIN - OFF SUPP-POSTA	PITNEY BOWES	BLDG INSPECTION	3304934209	11/30/2017	69.61	
100-515132-310 ADMIN - OFF SUPP-POSTA	STAPLES BUSINESS ADVANTA	STAPLES ADMIN OFFICE SUPPLIES	8047591050	11/25/2017	11.35	
100-515132-310 ADMIN - OFF SUPP-POSTA	SHRED-IT USA LLC	Admin - Shredding	8123587349	11/22/2017	26.37	
Total 100515132310:					365.70	
<b>100515132399</b>						
100-515132-399 ADMIN - SUNDRY EXPENSE	GOOSEBERRIES	Hot Delivery	88706	11/02/2017	61.44	
100-515132-399 ADMIN - SUNDRY EXPENSE	RICHTER'S MARKETPLACE	Richter's Marketplace - City Hall	11/28/17CH	11/28/2017	5.85	
Total 100515132399:					67.29	
<b>100515132570</b>						
100-515132-570 Disaster Expenditures	MENARDS	FLOOD - REPLACEMENT SUPPLIES	49881	11/27/2017	19.96	
100-515132-570 Disaster Expenditures	REINDERS INC	CREDIT	1712958-00	10/31/2017	54.00	
100-515132-570 Disaster Expenditures	REINEMANS, INC.	FLOOD - Replacement	135566	11/27/2017	35.98	
100-515132-570 Disaster Expenditures	LARK UNIFORM OUTFITTERS	Lark Uniform - Police Dept	252855	10/05/2017	59.65	
100-515132-570 Disaster Expenditures	LARK UNIFORM OUTFITTERS	Rhodium Hat Badge	256244	12/04/2017	252.85	

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
100-515132-570 Disaster Expenditures	DIGICORP	Flood Recovery	321278	11/30/2017	1,798.00	
100-515132-570 Disaster Expenditures	DIGICORP	Flood Recovery	321288	11/30/2017	103.99	
100-515132-570 Disaster Expenditures	DIGICORP	Flood Recovery	321367	11/30/2017	2,114.00	
100-515132-570 Disaster Expenditures	DIGICORP	Flood Recovery	321369	11/30/2017	1,220.00	
100-515132-570 Disaster Expenditures	ITZIN'S SHOES & REPAIR, LLC	WORKBOOT & ATHLETIC SHOE	8566	09/19/2017	254.00	
100-515132-570 Disaster Expenditures	ITZIN'S SHOES & REPAIR, LLC	ASICS	8579	10/06/2017	120.00	
100-515132-570 Disaster Expenditures	ITZIN'S SHOES & REPAIR, LLC	WORKBOOT	8584	10/13/2017	189.18	
100-515132-570 Disaster Expenditures	ITZIN'S SHOES & REPAIR, LLC	WORKBOOT	8621	11/14/2017	320.00	
100-515132-570 Disaster Expenditures	ITZIN'S SHOES & REPAIR, LLC	DANNER STYLE	8644	12/04/2017	200.00	
100-515132-570 Disaster Expenditures	ITZIN'S SHOES & REPAIR, LLC	DANNER STYLE	8645	12/06/2017	155.00	
Total 100515132570:					6,788.61	
<b>100515140310</b>						
100-515140-310 CLERK - OFFICE SUPPLIES	REINEMANS, INC.	City Hall Supplies (Split)	136212	12/07/2017	1.10	
100-515140-310 CLERK - OFFICE SUPPLIES	SCHWAAB, INC.	SCHWAAB - PRE INKED STAMP	B053270	11/27/2017	65.25	
100-515140-310 CLERK - OFFICE SUPPLIES	PITNEY BOWES	CLERK	3304934209	11/30/2017	69.57	
100-515140-310 CLERK - OFFICE SUPPLIES	SHRED-IT USA LLC	Clerk - Shredding	8123587349	11/22/2017	26.35	
Total 100515140310:					162.27	
<b>100515141248</b>						
100-515141-248 FINANCE - REP AND MAINT	REINEMANS, INC.	City Hall Supplies (Split)	136212	12/07/2017	6.82	
100-515141-248 FINANCE - REP AND MAINT	PQL	F32T8/AWX8550/10yr - lightbulbs	3096039-01	10/27/2017	156.51	
Total 100515141248:					163.33	
<b>100515141310</b>						
100-515141-310 FINANCE - OFFICE SUPP/P	Office Copying Equipment, LTD	Sharp MX-500IN	AR42193	11/30/2017	304.52	
100-515141-310 FINANCE - OFFICE SUPP/P	Office Copying Equipment, LTD	Sharp MX-5070N (split)	AR42193	11/30/2017	76.56	
100-515141-310 FINANCE - OFFICE SUPP/P	PITNEY BOWES	FIN SUPPLIES	3304934209	11/30/2017	69.57	
100-515141-310 FINANCE - OFFICE SUPP/P	SHRED-IT USA LLC	Finance - Shredding	8123587349	11/22/2017	26.37	
Total 100515141310:					477.02	
<b>100515142310</b>						
100-515142-310 ELECTIONS - OPERATION S	PITNEY BOWES	ELECTIONS	3304934209	11/30/2017	69.57	
Total 100515142310:					69.57	
<b>100515142321</b>						
100-515142-321 ELECTIONS - BALLOTS & A	SOUTHERN LAKES NEWSPAPE	Notice of Spring Election	300778	11/23/2017	54.79	
Total 100515142321:					54.79	
<b>100515161220</b>						
100-515161-220 ATTORNEY - CONTRACT	BJELAJAC, JOHN M	Veolia Contract	15100-029D 32	11/30/2017	870.00	
100-515161-220 ATTORNEY - CONTRACT	BJELAJAC, JOHN M	General File - 2017	17100-000D 13	11/30/2017	960.00	
100-515161-220 ATTORNEY - CONTRACT	BJELAJAC, JOHN M	Tri County Training Center	17100-057D 5	11/30/2017	270.00	
100-515161-220 ATTORNEY - CONTRACT	BJELAJAC, JOHN M	Joint Dispatch with Racine County	17100-080D 5	11/30/2017	135.00	
100-515161-220 ATTORNEY - CONTRACT	BJELAJAC, JOHN M	Senior Center	17100-081D 5	11/30/2017	480.00	
100-515161-220 ATTORNEY - CONTRACT	BJELAJAC, JOHN M	KW Precast: Noise	17100-106D 1	11/30/2017	150.00	
100-515161-220 ATTORNEY - CONTRACT	BJELAJAC, JOHN M	Open Records Request	17100-108D 1	11/30/2017	45.00	
100-515161-220 ATTORNEY - CONTRACT	BJELAJAC, JOHN M	O'Dea Claim	17100-109D 1	11/30/2017	450.00	
100-515161-220 ATTORNEY - CONTRACT	BJELAJAC, JOHN M	Zoning Violation	17100-112D 1	11/30/2017	420.00	
Total 100515161220:					3,780.00	

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
<b>100515161272</b>						
100-515161-272	ATTORNEY - MUNICIPAL C	BJELAJAC, JOHN M	Municipal Court General File - 2017	17100-099D 11	11/30/2017	5,925.00
Total 100515161272:						5,925.00
<b>100525211242</b>						
100-525211-242	POLICE - REPAIR/MTCE EQ	LOIS TIRE SHOP,INC.	Unit 904	413814	11/29/2017	624.52
100-525211-242	POLICE - REPAIR/MTCE EQ	LOIS TIRE SHOP,INC.	Unit 906	413821	11/29/2017	122.00
100-525211-242	POLICE - REPAIR/MTCE EQ	LOIS TIRE SHOP,INC.	Unit 908	413880	11/30/2017	618.52
100-525211-242	POLICE - REPAIR/MTCE EQ	LOIS TIRE SHOP,INC.	Unit 905	413907	11/30/2017	119.00
100-525211-242	POLICE - REPAIR/MTCE EQ	MERTENS' AUTO SERVICE CE	MERTENS AUTO SERVICE POLICE REPAIRS	067878	11/29/2017	370.64
Total 100525211242:						1,854.68
<b>100525211244</b>						
100-525211-244	POLICE - REPAIR & MAINT	REINEMANS, INC.	stor tote	135889	12/01/2017	12.59
100-525211-244	POLICE - REPAIR & MAINT	WORLDWIDE LTD	Parks's - Crossing Guard	114336	12/01/2017	238.00
100-525211-244	POLICE - REPAIR & MAINT	GENERAL COMMUNICATIONS, I	Kenwood VHF 5 Watt P25 Conv	248606	12/05/2017	3,639.10
100-525211-244	POLICE - REPAIR & MAINT	QUALITY DOOR AND HARDWA	Alarm Lock	0728748-IN	11/20/2017	285.00
100-525211-244	POLICE - REPAIR & MAINT	PQL	F32T8/AWX8550/10yr - lightbulbs	3096039-01	10/27/2017	313.02
Total 100525211244:						4,487.71
<b>100525211299</b>						
100-525211-299	POLICE - SUNDRY CONTRA	MERTENS' AUTO SERVICE CE	MERTENS AUTO SERVICE TOWING	340845	11/05/2017	84.00
Total 100525211299:						84.00
<b>100525211310</b>						
100-525211-310	POLICE - OFF SUPP-POSTA	RICHTER'S MARKETPLACE	Richter's Marketplace - Police Dept	11/27/17PD	11/27/2017	5.85
100-525211-310	POLICE - OFF SUPP-POSTA	RICHTER'S MARKETPLACE	Richter's Marketplace - Police Dept	12/03/17PD	12/03/2017	5.85
100-525211-310	POLICE - OFF SUPP-POSTA	PITNEY BOWES	POLICE SUPPLIES	3304934209	11/30/2017	69.57
100-525211-310	POLICE - OFF SUPP-POSTA	STAPLES BUSINESS ADVANTA	STAPLES POLICE DEPT	8047591050	11/25/2017	33.96
Total 100525211310:						47.31
<b>100525211344</b>						
100-525211-344	POLICE - JANITOR SUPPLIE	MENARDS	Menards Acct 32120263 Janitor Supplies	50504	12/04/2017	30.29
100-525211-344	POLICE - JANITOR SUPPLIE	MENARDS	Menards Acct 32120263	50661	12/06/2017	50.19
100-525211-344	POLICE - JANITOR SUPPLIE	REINEMANS, INC.	janitor supplies	135540	11/27/2017	12.91
100-525211-344	POLICE - JANITOR SUPPLIE	REINEMANS, INC.	hardware	135692	11/29/2017	8.47
100-525211-344	POLICE - JANITOR SUPPLIE	REINEMANS, INC.	janitor supplies	135841	12/01/2017	26.33
100-525211-344	POLICE - JANITOR SUPPLIE	REINEMANS, INC.	jab saw	136193	12/07/2017	10.79
Total 100525211344:						138.98
<b>100525211347</b>						
100-525211-347	POLICE - FIREARM SUPP/R	MANTIS	Shooting performance Systems	176813	11/30/2017	299.98
Total 100525211347:						299.98
<b>100525211381</b>						
100-525211-381	POLICE - INVESTIGATIONS	AURORA HEALTH CARE	pharmacy charges	334	10/17/2017	177.24
100-525211-381	POLICE - INVESTIGATIONS	ACL LABORATORIES	ACL LAB POLICE DEPT 30002225-X661	201711-0	12/01/2017	40.20
Total 100525211381:						217.44
<b>100525220310</b>						
100-525220-310	FIRE - OFFICE SUPPLIES	PITNEY BOWES	FIRE	3304934209	11/30/2017	69.57

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
Total 100525220310:					69.57	
<b>100525220350</b>						
100-525220-350	FIRE - REPAIR-MAINT SUPP	MENARDS	Acct # 32120264 - Fire House Supplies	48893	11/15/2017	110.64
100-525220-350	FIRE - REPAIR-MAINT SUPP	MENARDS	Credit	49977	11/28/2017	44.99-
100-525220-350	FIRE - REPAIR-MAINT SUPP	MENARDS	Acct # 32120264 - Fire House Supplies	49981	11/28/2017	37.92
100-525220-350	FIRE - REPAIR-MAINT SUPP	MENARDS	Acct # 32120264 - Fire House Supplies	50004	11/28/2017	11.76
Total 100525220350:					115.33	
<b>100525231298</b>						
100-525231-298	BLDG INSP - CONTRACT	MUNICIPAL SERVICES, LLC	MUNICIPAL SERVICES INSPECTIONS	201770	11/27/2017	413.25
100-525231-298	BLDG INSP - CONTRACT	Safebuilt, LLC	Code Enforcement Services	0036315-IN	11/30/2017	220.00
Total 100525231298:					633.25	
<b>100525231310</b>						
100-525231-310	BLDG INSP - OPERATING S	STAPLES BUSINESS ADVANTA	STAPLES BLDG SUPPLIES	8047591050	11/25/2017	10.19
Total 100525231310:					10.19	
<b>100535321159</b>						
100-535321-159	STREETS - CLOTHING ALL	ALSCO	ALSCO DPW (split) Customer # 074780	IMIL1270071	11/29/2017	145.33
100-535321-159	STREETS - CLOTHING ALL	OLSEN SAFETY EQUIP. COR.	Grain Cow Thermal Lined Driver (split)	0349402-IN	11/20/2017	92.20
Total 100535321159:					237.53	
<b>100535321248</b>						
100-535321-248	STREETS REP & MAINT BL	ALSCO	ALSCO DPW (split) Customer # 074781	IMIL1270072	11/29/2017	12.81
Total 100535321248:					12.81	
<b>100535321298</b>						
100-535321-298	STREETS - CONTRACT SER	WELDERS SUPPLY COMPANY	1 YEAR PRE-PAID RENTAL	482735	11/14/2017	245.00
Total 100535321298:					245.00	
<b>100535321310</b>						
100-535321-310	STREETS - OFF SUPP/POS	RICHTER'S MARKETPLACE	Richter's Marketplace - DPW	11/28/17 DPW	11/28/2017	29.97
Total 100535321310:					29.97	
<b>100535321350</b>						
100-535321-350	STREETS - REP MAINT SUP	ELKHORN CHEMICAL & PACKA	DPW (split)	594104	11/17/2017	228.36
100-535321-350	STREETS - REP MAINT SUP	WELDERS SUPPLY COMPANY	WELDERS SUPPLY- DPW	483276	11/16/2017	135.50
100-535321-350	STREETS - REP MAINT SUP	WELDERS SUPPLY COMPANY	130 CF AG25 ARG/CO2	483297	11/16/2017	61.16
Total 100535321350:					425.02	
<b>100545430298</b>						
100-545430-298	ANIMAL SHELTER	WISCONSIN HUMANE SOCIETY	ANIMAL SHELTER CONTRACT NOV.	1006	12/01/2017	348.08
Total 100545430298:					348.08	
<b>100555514399</b>						
100-555514-399	SENIOR CITIZENS DONATI	PSG Solutions LLC	Knights of Columbus Building	01-2364	11/30/2017	1,312.50
100-555514-399	SENIOR CITIZENS DONATI	PSG CONSTRUCTION, INC.	job no: 25-302 ADA Improvments/Senior Center	02-2451	12/04/2017	17,125.89

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
Total 100555514399:					18,438.39	
<b>100555532350</b>						
100-555532-350 POOL	BJELAJAC, JOHN M	Community Pool II	15100-039D 17	11/30/2017	180.00	
Total 100555532350:					180.00	
<b>10055551159</b>						
100-555551-159 PARKS - CLOTHING	ALSCO	ALSCO DPW (split) Customer # 074780	IMIL1270071	11/29/2017	18.81	
100-555551-159 PARKS - CLOTHING	OLSEN SAFETY EQUIP. COR.	Grain Cow Thermal Lined Driver (split)	0349402-IN	11/20/2017	61.47	
Total 10055551159:					80.28	
<b>10055551248</b>						
100-555551-248 PARKS - REPAIR MAINT BL	ALSCO	ALSCO DPW (split) Customer # 074781	IMIL1270072	11/29/2017	6.40	
Total 10055551248:					6.40	
<b>10055551298</b>						
100-555551-298 PARKS - OUTSIDE SERVICE	K&M WELDING AND FABRICATI	labor- stainless doors/bent	1448	11/23/2017	60.00	
Total 10055551298:					60.00	
<b>10055551350</b>						
100-555551-350 PARKS - REPAIR/MTCE SUP	ELKHORN CHEMICAL & PACKA	DPW (split)	594104	11/17/2017	152.24	
100-555551-350 PARKS - REPAIR/MTCE SUP	MENARDS	Menards Acct 32120266	49978	11/28/2017	47.99	
100-555551-350 PARKS - REPAIR/MTCE SUP	REINEMANS, INC.	Supplies	135525	11/27/2017	17.69	
Total 10055551350:					217.92	
<b>100565641310</b>						
100-565641-310 PLAN COMM - SUPPLIES, P	PITNEY BOWES	PLANNING	3304934209	11/30/2017	69.57	
Total 100565641310:					69.57	
<b>100575710297</b>						
100-575710-297 GARBAGE- CONTRACT SVC	JOHNS DISPOSAL SERVICE IN	CONTRACTED BILLING/RECYCLE	151769	11/24/2017	8,463.84	
Total 100575710297:					8,463.84	
<b>100575710298</b>						
100-575710-298 GARBAGE - CONTRACT SV	JOHNS DISPOSAL SERVICE IN	CONTRACTED BILLING/GARBAGE	151769	11/24/2017	30,264.64	
Total 100575710298:					30,264.64	
<b>251555511247</b>						
251-555511-247 REPAIR,MAINTENANCE BUI	POL	F32T8/AWX8550/10yr - lightbulbs	3096039-01	10/27/2017	313.01	
Total 251555511247:					313.01	
<b>251555511310</b>						
251-555511-310 OFFICE SUPPLIES, POSTA	PITNEY BOWES	LIBRARY SUPPLIES	3304934209	11/30/2017	69.57	
Total 251555511310:					69.57	
<b>453565616823</b>						
453-565616-823 2017 Pool Construction Proje	AYRES ASSOCIATES	Project 27-1051.06 Burlington Pool, Phase E	172066	11/30/2017	4,160.00	

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
Total 453565616823:					4,160.00	
<b>621575740159</b>						
621-575740-159 CLOTHING ALLOWANCE	ALSCO	ALSCO WWTP (split) Cust # 012230	IMIL1270074	11/29/2017	76.26	
Total 621575740159:					76.26	
<b>621575740244</b>						
621-575740-244 REPAIRS,MAINT EQUIPMEN	A TO Z REFRIGERATION	Replace Amplifier & Sensor	94934	11/22/2017	863.26	
621-575740-244 REPAIRS,MAINT EQUIPMEN	ALSCO	ALSCO WWTP (split) Cust # 012230	IMIL1270074	11/29/2017	14.91	
621-575740-244 REPAIRS,MAINT EQUIPMEN	HOTSY CLEANING SYSTEMS	service to pressure washer	0117414-IN	11/17/2017	210.00	
Total 621575740244:					1,088.17	
<b>621575740249</b>						
621-575740-249 LABORATORY	CULLIGAN OF BURLINGTON	CULLIGAN WWTP ACCT 500-08487456-8	2017 DEC WWTP	11/30/2017	42.25	
621-575740-249 LABORATORY	DIGICORP	Microsoft License - OLP Govt Office	321118	11/22/2017	297.00	
Total 621575740249:					339.25	
<b>621575740310</b>						
621-575740-310 OFFICE SUPPLIES, POSTA	MINUTEMAN PRESS OF BURLI	Employee Time Sheets	32976	11/22/2017	42.12	
621-575740-310 OFFICE SUPPLIES, POSTA	STAPLES BUSINESS ADVANTA	STAPLES WWTP OFFICE SUPPLIES	8047591050	11/25/2017	267.90	
Total 621575740310:					310.02	
<b>621575740353</b>						
621-575740-353 REPAIR & MAINT LIFT STAT	EVOQUA WATER TECHNOLOGI	BIOXIDE Pump Repair - Teut Rd Lift Station	903335810	11/17/2017	139.95	
Total 621575740353:					139.95	
<b>622506410000</b>						
622-506410-000 SUPPLIES	REINEMANS, INC.	parts	135274	11/21/2017	4.99	
Total 622506410000:					4.99	
<b>622509030000</b>						
622-509030-000 OFFICE SUPPLIES	ALSCO	ALSCO DPW - Water Customer #025570	IMIL1270073	11/29/2017	32.19	
Total 622509030000:					32.19	
<b>622509210000</b>						
622-509210-000 OFFICE SUPPLY	PITNEY BOWES	WATER SUPPLIES	3304934209	11/30/2017	69.57	
Total 622509210000:					69.57	
<b>622509230000</b>						
622-509230-000 OUTSIDE SERVICES	BAXTER & WOODMAN, INC.	140318.60 Radium Compliance Construction Service	0196236	11/20/2017	4,300.00	
Total 622509230000:					4,300.00	
<b>622509350000</b>						
622-509350-000 GENERAL PLANT-SUPPLIE	ALSCO	ALSCO DPW (split) Customer # 074781	IMIL1270072	11/29/2017	12.81	
Total 622509350000:					12.81	
<b>623575740298</b>						
623-575740-298 CONTRACT SERVICES	BURLINGTON DEVELOPMENT	TIME WARNER	2017DEC	12/01/2017	183.00	

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
623-575740-298 CONTRACT SERVICES	BURLINGTON DEVELOPMENT	Pat's Sanitary Service	2017DEC	12/01/2017	35.97	
623-575740-298 CONTRACT SERVICES	BURLINGTON DEVELOPMENT	Outside Service - Cleaning	2017DEC	12/01/2017	120.42	
623-575740-298 CONTRACT SERVICES	BURLINGTON DEVELOPMENT	pest control services	2017DEC	12/01/2017	55.00	
Total 623575740298:					394.39	
<b>623575740310</b>						
623-575740-310 OPERATING SUPPLIES	BURLINGTON DEVELOPMENT	kitchen/hangar supplies	2017DEC	12/01/2017	119.40	
Total 623575740310:					119.40	
Grand Totals:					99,147.07	

Dated: \_\_\_\_\_

Motion for Approval by: \_\_\_\_\_

Motion Seconded by: \_\_\_\_\_



**DATE:** December 19, 2017

**SUBJECT: LICENSES AND PERMITS** - to consider approval of a Taxi Cab License Application for Cynthia Hansen (dba Cruizin Transportation) to conduct business in the City of Burlington.

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

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**BACKGROUND/HISTORY:**

Ms. Cynthia Hansen, 32200 45th Street, #58, Burlington, Wisconsin, has filed with the City Clerk an application to operate a taxi-cab service (Cruizin Transportation) in the City of Burlington.

Ms. Hansen has also met the insurance requirements which insures the licensee against loss from liability in the amount of \$250,000 for the injury or death of one person in any one accident, and in the amount of \$500,000 for the injury or death of more than one person in any one accident, and in the amount of \$100,000 for damage to property of others for any one accident due to the negligent operation of such vehicle. This policy of insurance has been reviewed and approved by the City Attorney.

Per our Municipal Code, this application has been on file fifteen days prior to this evening's meeting with a publication date of November 23, 2017 in the Standard Press.

**BUDGET/FISCAL IMPACT:**

Ms. Hansen's application states only one vehicle will be in use and has paid the \$50 per vehicle application fee plus the \$20 publication fee. Licenses granted hereunder shall expire on June 30 of each year. Applications for renewal of existing licenses shall be made in the same manner as for the original license.

**RECOMMENDATION:**

Staff recommends approval of this taxi cab application. However, may be denied by the Common Council if it finds after the public hearing that public convenience and necessity would not be served by granting of the license or that the equipment of the applicant does not meet the requirements of Chapter 347 Wis. Stats.

**TIMING/IMPLEMENTATION:**

This item is for discussion at the December 19, 2017 Public Hearing and is scheduled for final consideration the same evening.

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**Attachments**

Taxicab App\_C Hansen

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Published: 11-24-17  
(Shanksgiving 11/23/17)

Council: 12-19-17

Public Hearing: 12-19-17

CITY OF BURLINGTON  
TAXI CAB  
LICENSE APPLICATION

I hereby apply for a license to operate a taxicab or taxicabs in the City of Burlington, from the date hereof to June 30<sup>th</sup>, 2018, inclusive (unless sooner revoked), subject to the limitations imposed by Ordinance No. 341 and all ordinances amendatory thereto and supplementary thereof, and hereby agree to comply with all laws, resolutions, ordinances and regulations affecting the operation of taxicabs if a license is granted to me.

Name of applicant CYNTHIA HANSEN (CRUZIN Transportation)

Address 32200-45<sup>th</sup> St #58 Burlington, W. 53105

Make or makes, model or models, serial number or serial numbers and state license or state license numbers:

2005 SCION XB Sport JTLKT324205201301  
AA4 1667

Name of company and number of insurance policy filed herewith:

State Farm 216-7601-507-49

Fees: \$50.00 for first vehicle  
\$25.00 for each additional vehicle  
\$20.00 Publication fee

*total \$70 cash*  
*\* (includes \$20 publication fee)*

Cynthia Hansen  
Signature of applicant

Date: 11-10-17



State of Wisconsin • DEPARTMENT OF REVENUE

Personal Wallet Copy

Seller's Permit: 456-1029510528-02

Legal/Real Name: CYNTHIA A HANSEN

Signature

Cruzin Transportation

Experienced, Reliable, and Safe

Cyndy Hansen

Owner/ Operator

Burlington Wisconsin

[cruzintransportation.com](http://cruzintransportation.com)

262-948-9302

[thedriver53170@gmail.com](mailto:thedriver53170@gmail.com)

# CRUZIN TRANSPORTATION



Scheduled appointments for Airport Runs are highly recommended

**CHOOSE YOUR BACKSEAT WISELY**



RATES: Serving Western  
Kenosha County/Burlington

AIR PORT RUNS:  
GENERAL MITCHELL AIRPORT  
STARTING AT \$70.00  
CHICAGO O'HARE STARTING AT  
\$95.00  
CHICAGO MIDWAY STARTING AT  
\$125.00

CRUZIN TRANSPORTATION

(262) 948-9302

ALL MAJOR CREDIT CARDS ACCEPTED





**DATE:** December 19, 2017

**SUBJECT:** LICENSES AND PERMITS

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

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**BACKGROUND/HISTORY:**

**Operator's License Applications:** Operator's licenses (aka Bartender's License) shall be issued to individuals 18 years of age or over who do not have an arrest or conviction record subject to secs. 111.321, 111.322, and 111.335 and will be responsible for supervising activities and pouring of Class "A" beer, Class "B" beer, "Class B" intoxicating liquor, and "Class A" intoxicating liquor and "Class C" wine on premises during required hours in absence of the licensee or approved agent of licensed businesses.

Applicants are as follows:

Beison, Ashley

Spuda, Spencer

Weber, Shayna

**Special Event Permit Applications**

Hot Chocolate Fest 2018 - Burlington Area Chamber of Commerce - January 19-21, 2018 (includes a 5k run/walk on Sunday, January 21, 2018)

**BUDGET/FISCAL IMPACT:**

Applicants are charged an administrative fee of which a portion of the funds are applied towards background checks performed by the police department. Liquor license fees for businesses are calculated on a case by case basis depending on the type of license applied for (noted above).

**RECOMMENDATION:**

Staff recommends that Council approve the submitted applications.

**TIMING/IMPLEMENTATION:**

This item is scheduled for final consideration at the December 19, 2017 Common Council meeting.

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**DATE:** December 19, 2017

**SUBJECT:** APPOINTMENTS AND NOMINATIONS

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

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**BACKGROUND/HISTORY:**

According to State Statutes (7.30(4)) the Mayor, President or Board Chairperson of the municipality is required to nominate poll workers to the governing body no later than the last regular meeting in December of odd-numbered years. The governing body of the municipality appoints the poll workers for a two-year term before December 31. The next term begins January 1, 2018 and ends December 31, 2019.

To be a poll worker, a person must:

- Be a qualified elector of the county in which the municipality is located (i.e., an adult citizen of the United States who has resided in the election district for 10 consecutive days and is not otherwise disqualified to vote)
- Be able to speak, read, and write fluently in the English language
- Have strong clerical skills
- Be able to solve problems
- Be an effective communicator
- NOT be a candidate for any office to be voted on at the polling place at that election

Following are the remaining names to be appointed:

Connie Cotey  
Robert Cotey  
Abby Galstad  
Ruth Heck  
Rene Machuca  
Ross Marshall  
Mary Miller  
Simon (James) Miller  
Ralph Newbury  
Suzanne Nickolai  
Susan Schneider  
Ruth Sullivan

**BUDGET/FISCAL IMPACT:**

**RECOMMENDATION:**

Staff recommends that Council approve these appointments.

**TIMING/IMPLEMENTATION:**

This item is scheduled for consideration at the December 19, 2017 Common Council meeting.

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**DATE:** December 19, 2017

**SUBJECT:** **RESOLUTION 4873(31)** - to approve an agreement between the City of Burlington and the Southeastern Wisconsin Regional Planning Commission (SEWRPC) for a stormwater management study.

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

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**BACKGROUND/HISTORY:**

On September 7, 2017, in a meeting with the Southeastern Wisconsin Regional Planning Commission (SEWRPC), City staff requested that SEWRPC prepare a stormwater management analysis for a portion of the City's storm sewer system. The area of interest is on the southern side of the City, along McHenry Street, serving an industrial area that includes the Ardagh Group, Lavelle Industries, KW Precasting, and Cretex Materials properties. To support this effort it has been proposed that the SEWRPC staff develop an existing conditions storm sewer model for this area and evaluate alternatives to reduce surface flooding.

This attached letter of agreement and corresponding memorandum is in response to this request for a scope of work, cost, and schedule to perform a storm sewer analysis for the subject area.

**Project Objective**

The main objective of the analysis for the City of Burlington is to create a reasonable representation of the existing system, and then evaluate alternatives to reduce surface flooding in this portion of the City.

**System to be Studied**

The proposed study will address a portion of the City's storm sewer system. The area around Lavelle Industries at the corner of McHenry Street and the Canadian National railroad tracks floods frequently. This study will evaluate alternatives to reduce surface ponding in the storm sewer system near the Lavelle Industries site.

**Data Compilation**

Storm sewer system data in GIS format is being provided by Kapur & Associates. SEWRPC staff will evaluate the GIS data for completeness and work with Kapur and City staff as needed to receive complete information for the study storm sewer network. SEWRPC staff will also perform one site visit to the project area to confirm subbasin divides and the drainage system configuration. SEWRPC staff will compile local data on the September 2016 and July 2017 flood events for use in confirming the existing conditions model.

**BUDGET/FISCAL IMPACT:**

SEWRPC staff will perform the floodplain analysis for a not-to-exceed cost of \$50,000 to be paid through the Wisconsin Department of Natural Resources grant under a separate agreement.

**RECOMMENDATION:**

Staff recommends approval of this agreement.

**TIMING/IMPLEMENTATION:**

This item was discussed at the December 5, 2017 Committee of the Whole meeting and is scheduled for final consideration at the December 19, 2017 Common Council meeting.

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**Attachments**

Res 4873(31) SEWRPC Agreement\_Stormwater Study  
Attachment A



**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF BURLINGTON AND THE  
SOUTHEASTERN WISCONSIN REGIONAL PLANNING COMMISSION (SEWRPC) FOR A  
STORMWATER MANAGEMENT STUDY TO BE PERFORMED BY SEWRPC FOR A PORTION OF  
THE CITY**

**WHEREAS**, in a meeting with the Southeastern Wisconsin Regional Planning Commission (SEWRPC) staff on September 7, 2017, City staff requested that SEWRPC prepare a stormwater management analysis for a portion of the City's storm sewer system. The area of interest is on the southern side of the City serving an industrial area that includes the Ardagh Group, Lavelle Industries, KW Precasting, and Cretex Materials properties, as shown in "Attachment C". To support that effort it is proposed that the SEWRPC staff develop an existing conditions storm sewer model for this area and evaluate alternatives to reduce surface flooding; and,

**WHEREAS**, the main objective of the analysis for the City of Burlington is to create a reasonable representation of the existing system, and then evaluate alternatives to reduce surface flooding in this portion of the City; and,

**WHEREAS**, this letter of Agreement between SEWRPC and the City of Burlington and corresponding memorandum is provided in response to the request from the City of Burlington for a scope of work, cost, and schedule to perform a storm sewer analysis for the subject area; and,

**WHEREAS**, upon execution of the resolution, this letter of agreement shall constitute as an agreement between the City of Burlington and SEWRPC for a stormwater management study to be performed by SEWRPC for a portion of the City including the attached scope of work, which is made a part hereof by reference as "Attachment B" detailing SEWRPC's efforts for this evaluation; and,

**WHEREAS**, the City Council has determined that entering into an agreement with the SEWRPC to conduct the hydraulic study described herein from September 25, 2017 through December 31, 2018 as described in "Attachment A" is in the best interest of the city; and,

**WHEREAS**, SEWRPC shall be compensated for this effort from a \$50,000 grant under a separate agreement with the Wisconsin Department of Natural Resources; and,

**WHEREAS**, the City Administrator has reviewed the proposed agreement, attached hereto and made a part hereof, and recommends its approval;

**NOW, THEREFORE, BE IT RESOLVED** by the Common Council of the City of Burlington that the agreement with SEWRPC is hereby approved and the City Administrator is authorized to execute said agreement on behalf of the City.

Introduced: December 5, 2017  
Adopted:

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

Attest:

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

**“ATTACHMENT A”**

November 28, 2017

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

Dear Ms. Walters:

Upon execution, this letter will constitute an agreement between the City of Burlington and the Southeastern Wisconsin Regional Planning Commission (SEWRPC) for a stormwater management study to be performed by SEWRPC for a portion of the City. The attached scope of work, which is made a part hereof by reference to the same force and effect as if set forth at length herein, details the SEWRPC efforts for this evaluation.

SEWRPC shall be compensated for this effort from a \$50,000 grant under a separate agreement with the Wisconsin Department of Natural Resources.

Please sign as indicated at the bottom of each of the two copies of this letter agreement and return one of the signed copies to us.

We look forward to working with you in carrying out this important project. Should you have any questions or comments concerning this matter, please do not hesitate to contact Laura Herrick directly at 262-953-3224 or [lherrick@sewrpc.org](mailto:lherrick@sewrpc.org).

Sincerely,

Michael G. Hahn, P.E., P.H.  
Executive Director

MGH/LKH/md

#239327 V1 - BURLINGTON STORMWATER ANALYSIS LETTER

Enclosure (#239276)

bcc: Elizabeth A. Larsen

Ms. Carina Walters  
November 28, 2017  
Page 2

ACCEPTED ON BEHALF OF  
THE CITY OF BURLINGTON

\_\_\_\_\_  
Carina Walters, Administrator

Date \_\_\_\_\_

“ATTACHMENT ”

MGH/LKH/KMH  
#00239276  
11/27/17

**ENGINEERING MEMORANDUM**

**CITY OF BURLINGTON TECHNICAL MANAGEMENT EVALUATION OF THE  
EXISTING STORM SEWER SYSTEM**

**INTRODUCTION**

In a meeting with the Southeastern Wisconsin Regional Planning Commission (SEWRPC) staff on September 7, 2017, the Burlington City Administrator requested that SEWRPC prepare a stormwater management analysis for a portion of the City’s storm sewer system. The area of interest is on the southern side of the City serving an industrial area that includes the Ardagh Group, Lavelle Industries, KW Precasting, and Cretex Materials properties. To support that effort it is proposed that the SEWRPC staff develop an existing conditions storm sewer model for this area and evaluate alternatives to reduce surface flooding.

This memorandum is provided in response to the request from the City of Burlington for a scope of work, cost, and schedule to perform a storm sewer analysis for the subject area.

**OBJECTIVE**

The main objective of the analysis for the City of Burlington is to create a reasonable representation of the existing system, and then evaluate alternatives to reduce surface flooding in this portion of the City.

**TECHNICAL MANAGEMENT EVALUATION  
STUDY**

The proposed study will address a portion of the City of Burlington’s storm sewer system (Map 1). The area around Lavelle Industries at the corner of McHenry Street and the Canadian National railroad tracks floods frequently. This study will evaluate alternatives to reduce surface ponding in the storm sewer system near the Lavelle Industries site.

Data Compilation

Storm sewer system data in GIS format will be provided by Kapur & Associates, which serves as the Engineer for the City of Burlington. SEWRPC staff will evaluate the GIS data for completeness and work with Kapur and City staff as needed to receive complete information for the study storm sewer network (Map 1).

SEWRPC staff will also perform one site visit to the project area to confirm subbasin divides and the drainage system configuration.

SEWRPC staff will compile local data on the September 2016 and July 2017 flood events for use in confirming the existing conditions model.

Hydrologic Analysis

The hydrologic and hydraulic analyses for the storm sewer system to be studied will be completed using the USEPA Storm Water Management Model (SWMM) version 5.1.011. This model is freeware, thus it can be used by others for future analyses.

SEWRPC staff will delineate the contributing drainage area for the study storm sewer (Map 1). The 2010 land use data, Natural Resource Conservation Service soil data, and available topography will be used to characterize the subbasins contributing to the study storm sewer for the SWMM analysis. The study will use the most recent 2010 two-foot contour interval ground elevation data for the City, which was obtained by Racine County in collaboration with SEWRPC.

SEWRPC staff will develop model input data for the September 2016 and July 2017 storms as well as for design storms developed using rainfall depth-duration data from the National Oceanic and Atmospheric Administration (NOAA) *Atlas 14 Volume 8, Precipitation-Frequency Atlas of the United States, Midwestern States (Colorado, Iowa, Kansas, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Oklahoma, South Dakota, Wisconsin)*, along with the SEWRPC 2006 rainfall distribution for the Southeastern Wisconsin Region. Design storm rainfall depths will include the 50-, 10-, 4-, 2-, and 1-percent-annual probability (2-, 10-, 25-, 50-, and 100-year return interval) rainfall events. SEWRPC staff will perform a critical duration analysis to determine which design storm produces the highest peak flow or worst surface ponding for the subject storm sewer. This critical duration storm will be used to evaluate alternatives.

#### Hydraulic Analyses

Hydraulic analyses will be performed using the USEPA SWMM version 5.1.011. The study storm sewer network will be represented in the model, with elevations, pipe sizes, and pipe lengths matching the GIS data received. Where appropriate, existing detention storage will also be represented in the SWMM model. The flows developed as part of the hydrologic analysis will be used to evaluate the hydraulics of the study storm sewer system.

The outlet of the subject storm sewer system at the Fox River will be evaluated under both normal and flood level conditions. It is anticipated that the subject storm sewer network will only function under normal to low flood level conditions. Once the appropriate Fox River stage condition is determined, that condition will be used to evaluate alternatives.

#### Alternative Evaluation

Once the existing conditions SWMM model is complete, SEWRPC staff will evaluate up to five alternatives to reduce surface flooding. These alternatives may include storm sewer improvements or alterations, above or below ground detention, modifications to the storm sewer outlet at the Fox River, or a combination of these. Alternatives will be evaluated using the SWMM model to reduce or eliminate surface flooding for events up to a storm return interval agreed to by the City.

Planning level cost estimates will be completed for up to five viable hydraulic alternatives.

#### Deliverable

SEWRPC staff will summarize the study in a SEWRPC Staff Memorandum. The memorandum will include a summary of the hydrologic and hydraulic analysis as well as the alternatives evaluation and planning level cost estimates.

#### **□CHE□□□E AN□ C□□T**

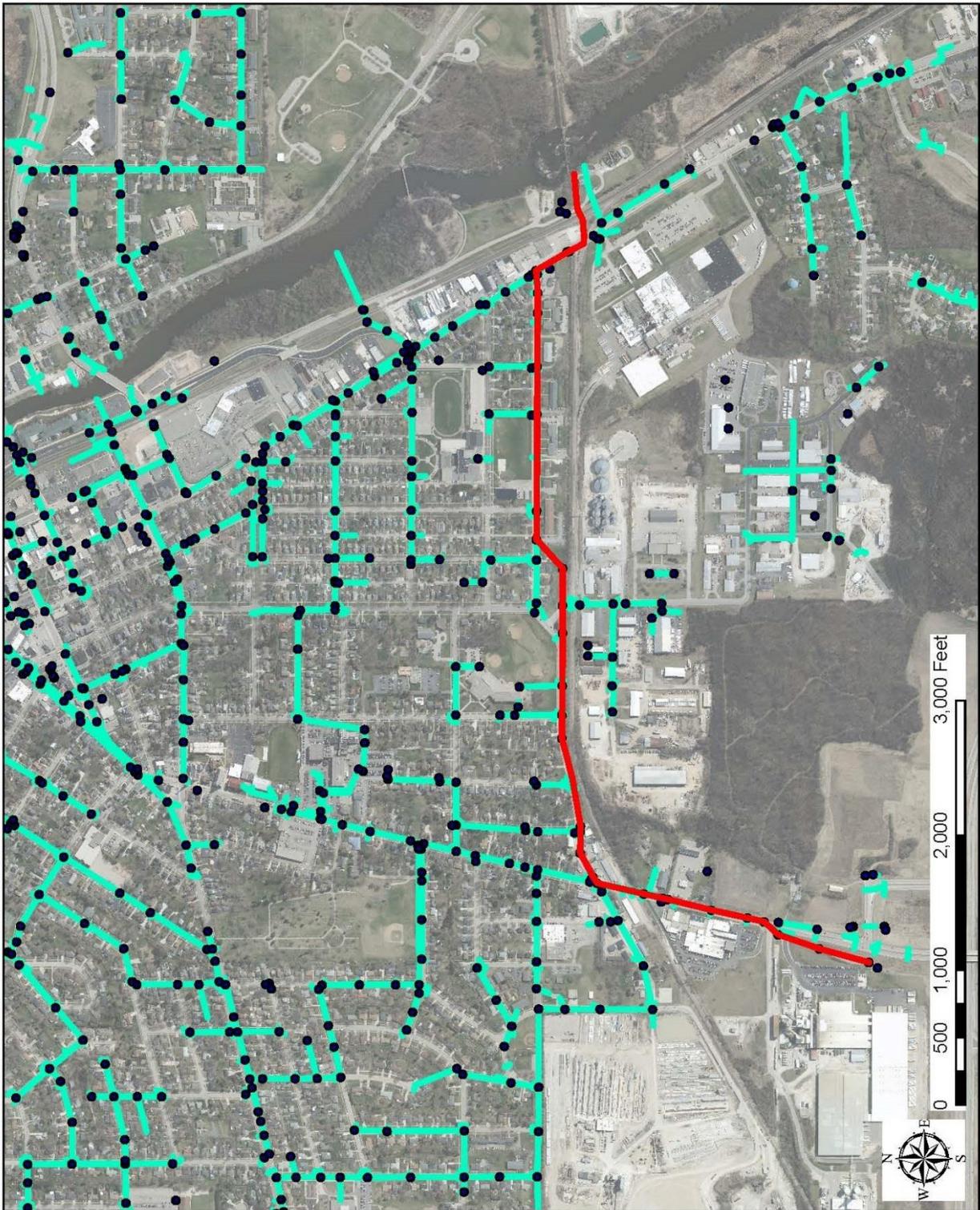
It is proposed that SEWRPC staff will conduct the hydraulic study described herein from September 25, 2017 through December 31, 2018. Note that questions regarding the storm sewer system data in GIS will need to be answered promptly by the City for this project to maintain the schedule.

SEWRPC staff will perform the floodplain analysis described herein at a not-to-exceed cost of \$50,000 to be paid through a Wisconsin Department of Natural Resources grant.

“ATTACHMENT C”

MAP 1

STUDY STORM SEWER TO BE EVALUATED (Highlighted red)





**DATE:** December 19, 2017

**SUBJECT:** **RESOLUTION 4874(32)** - to consider approving a letter of agreement between the City of Burlington and the Racine County Economic Development Corporation (RCEDC) for 2018 economic development services in the amount of \$48,426.28.

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

---

**BACKGROUND/HISTORY:**

The Racine County Economic Development Corporation (RCEDC) has been an important entity in the City's economic development. In particular, the RCEDC works closely with staff and businesses wishing to locate to and/or expand in Burlington. Such initiatives have included both federal and state funding. Further, RCEDC has been an essential resource during the 2016 Downtown Strategic Plan sessions, as well as the continual monthly meetings with downtown business owners to facilitate the initiatives from the plan.

As in previous years, the cost of the RCEDC assistance for 2018 is divided into two components. The first component is economic and community development assistance. This cost is \$42,400, which is the same as it has been since 2016, and is included within the 2018 budget, paid to the RCEDC in quarterly payments. The second component is the administration of the City's revolving loan fund to local businesses in the amount of \$6,026.28. This is based on twenty percent (20%) of the incoming loan payments and may change should additional loans be approved throughout the year.

**BUDGET/FISCAL IMPACT:**

Costs associated with this contract are within the 2018 annual budget.

**RECOMMENDATION:**

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

**TIMING/IMPLEMENTATION:**

This item is for discussion at the December 5, 2017 Committee of the Whole meeting and is scheduled for final consideration at the December 19, 2017 Common Council meeting.

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**Attachments**

Res 4874(32) 2018 RCEDC Contract  
RCEDC Agreement

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**A RESOLUTION APPROVING A LETTER OF AGREEMENT BETWEEN  
THE CITY OF BURLINGTON AND THE RACINE COUNTY ECONOMIC  
DEVELOPMENT CORPORATION (RCEDC) FOR 2018**

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

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

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

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

**WHEREAS**, the cost of this assistance shall cost \$48,426.28 with payments being made during the first week of each quarter, upon the receipt of an invoice from the RCEDC.

**NOW, THEREFORE, BE IT RESOLVED** by the Common Council of the City of Burlington, Racine County, State of Wisconsin, that the City of Burlington shall enter into an agreement with the *Racine County Economic Development Corporation* for a period of one year, beginning January 1, 2018, as stated in the attached agreement (Exhibit "A"), dated November 1, 2017.

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

Introduced: December 5, 2017

Adopted:

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Jeannie Hefty, Mayor

Attest:

---

Diahnn Halbach, City Clerk

November 29, 2017

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

Dear Mayor Hefty:

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

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

## **PURPOSE**

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

## **AGREEMENT**

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

The economic development services to be provided by the RCEDC will consist of the following:

### **Community Development Assistance**

1. Downtown Strategic Plan Implementation. In support of the adopted Downtown Strategic Plan (2016), Staff will continue to provide guidance and support to the Team Leaders to ensure progress is realized. Particular emphasis to be provided to the Economic Vitality and Planning & Organization committees. It is important to note that during 2017 and into 2018, RCEDC assistance will be offered specific to the following:
  - a. Planning and Organization Committee – investigation of a Business Improvement District,

- including researching other Wisconsin BIDs, compiling data and presenting it to the committee, assistance in preparing for community meetings, UW Extension's First Impressions and WEDC's Community Connect program.
- b. Economic Vitality Committee – participation in walking tour of B-2 district, authoring a findings memorandum to the City, seeking financial resources for downtown building owners and businesses, and preparing communications about current financial programs to support downtown building owners other related resources.
2. Update the Community Profile for Burlington. Utilizing the ESRI Business Analyst (BA) software, update the Community Profile for Burlington. This activity is in support of one of the four Downtown Committees, the Design Committee.
  3. Develop Recruitment Proposals for Priority Sites. Once priority sites are identified by the Burlington Downtown Volunteer Committee, utilizing the ESRI software, prepare site specific proposals for business recruitment and/or development consideration. This information will be provided to developers, site selectors, brokers and identified targeted industries (as per the ESRI report). Additionally this information will be added to other Partner Organization websites including, but not limited to, the City of Burlington, RCEDC, Burlington Chamber and others. This activity is in support of one of the Burlington Downtown Volunteer Committees.
  4. Existing Business Growth and Support. A variety of resources, both through RCEDC and its Partners, will be made available to Burlington's commercial businesses. Resources including access via RCEDC to ArcGIS resources including ESRI Business Analyst, Location Analytics, Tapestry data and Story Maps. In addition, small business resources through UW Extension, Small Business Development Center, Wisconsin Women's Business Initiative, SCORE, Gateway Technical College's Launch Box and GrowthWheel will be made available. Financial resources through RCEDC, Racine County, and Burlington will be marketed and direct assistance will be provided to businesses interested in applying for funding.
  5. Provide Suggested Content and Links for the Burlington Website. Based on downtown retail recruitment programs and best practices of other proactive and growing small communities, RCEDC will continue to identify items and links to be added to the Burlington website. This activity is in support of one of the Burlington Downtown Volunteer Committees.
  6. Business Friendly Evaluation. Working in partnership with the Design Committee, provide support in the review of the local review processes that businesses and developers undergo to obtain approval of occupancy with the goal to reduce steps, time and cost for said approvals.

#### **Business Retention and Expansion (BRE) Assistance**

7. Continue to conduct an on-going business expansion and retention program that consists of the following:
  - Continue to implement the RCEDC CEO Call Program via the Synchronist interview software which includes comprehensive interviews with Racine County businesses with a goal to provide assistance to these businesses. Results from the interviews will assist RCEDC in identifying gaps in programs needed to support local companies.
  - Market and support peer learning and leadership programs such as the RCEDC CEO Roundtable, Living as a Leader program and others.

8. Assist Burlington businesses per direct contact or referral from the Mayor and Administrator and report findings to Burlington leadership. When meeting with local companies, RCEDC staff will provide information on existing State, federal and local economic development assistance programs that may assist the needs of local businesses. These programs include low-interest loans, tax credit programs, grants and workforce development training assistance.

### **Business Recruitment Activities**

9. Continue the implementation of a targeted business recruitment program that includes emphasis on the following:
  - Businesses seeking a location in the Chicago-Milwaukee corridor to grow their market and access Racine County prominent employers that include machinery manufacturing, fabricated metal products manufacturing, food manufacturing, electrical equipment manufacturing, chemical manufacturing, logistics and distribution and healthcare services.
  - International businesses that are seeking an upper Midwest location to establish a sales office, distribution facility and/or manufacturing facility. This effort will be undertaken independent of or in partnership with the Wisconsin Economic Development Corporation, Milwaukee 7, international chambers, referrals from other intermediaries and more.
10. Provide assistance through the development of customized proposals to businesses interested in establishing a location within Burlington per direct contact or referral from the Mayor or members of the City's Staff, or other reliable sources. This activity includes providing copies of such proposals to the City Administrator, as well as a status report on such businesses as part of this agreement's semi-annual reports, monthly meetings with the City Administrator, and maintaining a periodic business follow-up procedures.

### **Marketing Activities**

11. Continue to implement a proactive Business Development initiative that includes business recruitment and business retention and expansion strategies by undertaking the following:
  - Independent or in partnership with Wisconsin Economic Development Corporation and/or the Milwaukee 7, attend domestic and international tradeshows and events for the purpose of recruiting new investment and businesses to Racine County;
  - Maintain membership and regularly attend Chicago Area Industrial Real Estate (AIRE) networking functions;
  - Maintain membership and regularly attend Milwaukee's NAIOP and CARW networking functions;
  - Publish quarterly e-newsletter on economic development activities and events;
  - Host events including the RCEDC annual meeting;
  - Author local newspaper articles featuring economic development issues;
  - Update RCEDC website, marketing materials and social media platforms with projects, local company news and national and international articles of business interest; and
  - Feature local project successes on the RCEDC website.

### **Workforce Development Services**

12. RCEDC will provide the services of the Workforce Development Solutions staff to support the talent recruitment and workforce training needs of Burlington businesses. To assist the unemployed and underemployed Burlington residents, the Workforce Development Solutions staff will develop and host

job fairs, on-site company recruitment events and implement other employment enhancement programs including the GED Outreach initiative and Workplace Excellence Series program.

13. RCEDC will continue to be an advocate for Burlington in working with the Racine County Workforce Solutions Leadership to implement the workforce development plan "Higher Expectations/Strive Together".

### **Organizational Development Assistance**

14. Identification and implementation of appropriate strategies to address additional economic development issues and concerns that are identified throughout the contract period.
15. Provide written semi-annual reports to the Mayor, City Council and City Administrator. This activity will include a summary of the activities conducted during the reporting period.
16. Coordinate Burlington's economic development initiatives with, but not limited to, the following agencies:
  - Gateway Technical College
  - Milwaukee 7
  - Real Racine
  - Southeastern Wisconsin Regional Planning Commission
  - U.S. Economic Development Administration
  - U.S. Small Business Administration
  - UW-Parkside
  - UW-Parkside Small Business Development Center
  - Wisconsin Economic Development Corporation
  - Wisconsin Department of Administration
  - We Energies

### **Business Financing**

17. The RCEDC has been designated as the Burlington Revolving Loan Fund (RLF) program administrator since August 19, 1992. The services being provided by the RCEDC, in accordance with the administration of the Community Development Block Grant (CDBG)-RLF and Tax Incremental District (TID)-RLF, include the following:
  - A. Review and, if necessary, revision of the RLF program on an annual basis.
  - B. Preparation of the appropriate marketing plan and marketing materials.
  - C. Implementation of the marketing program, therefore re-lending the loan funds.
  - D. Meetings with potential clients to inform them of the parameters of the RLF program.
  - E. Screening of clients relative to their eligibility for the RLF program.
  - F. Working with eligible businesses in the preparation of applications to the RLF program and the review of these application materials for any deficiencies.
  - G. Recommendations to the Community Development Authority and Council of the Whole (City Council) relative to loans that qualify for the RLF program.
  - H. Coordination of all loan closings.
  - I. Major servicing actions will be considered by the RCEDC and City of Burlington staff and a recommendation forwarded to the City Council for formal consideration.
  - J. Collection of monthly payments and monitoring of the projects for compliance with Wisconsin Department of Administration regulations, and all other aspects of servicing the loans. Minor servicing

actions will be considered by the RCEDC staff, together with the City Administrator and Mayor. These actions will include:

- Actions that do not significantly affect the interest of the City in an adverse manner.
- Subordination to a new senior lien holder (usually a bank) provided no new money is being lent.
- Other servicing actions that can be defined as minor.

K. In performing the work for this contract the RCEDC agrees to adhere to the following:

- Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
- Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall, on the grounds of race, color, national origin, sex, age or handicap be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

L. Coordinate the City's RLF program with other State and federal business loan programs in order to ensure the lowest cost business financing for the customer.

#### **TIME PERIOD FOR THIS AGREEMENT AND COMPENSATION**

The above-referenced assistance will be provided by the RCEDC staff during the time period beginning January 1, 2018 to December 31, 2018.

The cost of this assistance to Burlington is divided into two components. First, for economic and community development assistance, the cost is \$42,400 and is the same as it has been since 2016. Second, the annual cost of administration of Burlington's RLF's is \$6,026.28, is based on 20 percent of the loan payments (see Attachment A) and is an expense charged to the Burlington RLF loan fund (originally sourced with Wisconsin CDBG program). This cost may change should additional loans be made. The RCEDC will notify Burlington if there are any new loans.

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

#### **INDEPENDENT CONTRACTOR**

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

#### **LIABILITY INSURANCE**

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

**TERMINATION**

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

**NOTICES**

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

**ASSIGNMENT**

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

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

Sincerely,



Jenny Trick, Executive Director

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**CITY OF BURLINGTON**

By: \_\_\_\_\_  
Jeannie Hefty, Mayor

Witness: \_\_\_\_\_  
Diahn Halbach, City Clerk

**RACINE COUNTY ECONOMIC  
DEVELOPMENT CORPORATION**

By: \_\_\_\_\_  
Jenny Trick, Executive Director

Burlington Revolving Loan Fund 2018

	<u>Monthly</u>	<u>Annually</u>
Dawley Manufacturing	\$789.17 x 7 months	\$ 5,524.19
Dawley Manufacturing (Rate Change)	\$793.44 x 5 months	\$ 3,967.20
<u>Burlington Hotel Group</u>	<u>\$1,720.00 x 12 months</u>	<u>\$ 20,640.00</u>
<b>Total</b>		\$ 30,131.39

\$30,131.39 x 20% = **\$6,026.28** Annually

\$6,026.28/4 = **\$1,506.57 per quarter (to be invoiced)**

Burlington TID Revolving Loan Fund 2018

	<u>Monthly</u>	<u>Annually</u>
Fox Crossing Burlington, LLC (1)	\$468.52 x 12 months	\$ 0.00
Fox Crossing Phase II (1)	\$41.67 x 12 months	\$ 0.00
Musicology, LLC (2)	\$ 1,219.30 x 11 months	\$ 0.00
<u>Hampton Hometown (3)</u>	<u>\$ 6,407.68 x 12 months</u>	<u>\$ 0.00</u>
<b>Total</b>		\$ 0.00

- (1) Fox Crossing Burlington, LLC pays a 0.5% servicing fee directly to RCEDC each month with their monthly payments, thus, they do not factor in to the above calculation.
- (2) Musicology, LLC pays a 0.5% servicing fee directly to RCEDC each month with their monthly payments, thus, they do not factor in to the above calculation.
- (3) Hampton Hometown pays a 0.5% servicing fee directly to RCEDC each month with their monthly payments, thus, they do not factor in to the above calculation.



**COMMON COUNCIL REGULAR**

**ITEM NUMBER 15A**

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**DATE:** December 19, 2017

**SUBJECT:** **MOTION 17-888** - to approve a Separation Agreement, Waiver and Release between the City of Burlington and City of Burlington Police Department Dispatch Employee, Colleen Schwochert.

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

---

**BACKGROUND/HISTORY:**

On October 17, 2017 the Common Council approved an Amended Contract for Joint Dispatch Services between Racine County, the City of Racine, the Village of Caledonia, the Village of Mt. Pleasant, and the Village of Sturtevant.

The following municipalities have approved or will be approving the Joint Dispatch Agreement:

- Racine County approved on December 5, 2017.
- Caledonia approved on December 4, 2017.
- Mt. Pleasant approved on December 11, 2017.
- Sturtevant will approve on December 19, 2017.
- *City of Racine has not yet approved and a meeting date was not provided as of this printing.*

The final step in the consolidation process is approving the separation agreements with the three dispatchers: Colleen Schwochert, Lauri Gatto, and Nadine Bogusz.

The attached Separation Agreement (Motion 17-888) is for Colleen Schwochert.

**BUDGET/FISCAL IMPACT:**

**RECOMMENDATION:**

Staff recommends approval of this Motion.

**TIMING/IMPLEMENTATION:**

This item is for discussion at the 12/19/17 Committee of the Whole meeting and due to timing, is scheduled for final consideration at the same evening Common Council meeting.

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**Attachments**

Separation Agreement\_Schwochert

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**SEPARATION AGREEMENT, WAIVER AND RELEASE BETWEEN:  
CITY OF BURLINGTON AND COLLEEN SCHWOCHERT**

**THIS AGREEMENT** by and between the City of Burlington (the "City") and Colleen Schwochert ("Employee") is made and is effective as of the date following the revocation period identified herein and the formal approval of this Agreement by the City Council of the City of Burlington (the "Effective Date").

**WHEREAS**, Employee was employed by the City in the Dispatch Center;

**WHEREAS**, the City endured catastrophic rain and flooding in July 2017 that destroyed equipment in the Dispatch Center;

**WHEREAS**, following the flooding, the City considered restoring the Dispatch Center but instead has chosen to eliminate the Dispatch Center and contract out for services through a Joint Dispatch Services Agreement resulting in the elimination of five City employment positions;

**WHEREAS**, the City and Employee desire, through this Agreement, for the City to make salary continuation pay and benefits in this Agreement available to the Employee, provided Employee remains employed by the City and working for the City as a Dispatcher until December 31, 2017, and to settle all claims between the parties related to Employee's employment with the City and Employee's separation, and any other claims; and

**WHEREAS**, Employee and the City desire to accept the terms of this Agreement.

**NOW, THEREFORE**, the parties to this Agreement, in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are here by acknowledged, agree as follows:

1. **Deadline and Separation.** Employee and City agree that Employee shall separate from employment with the City effective on or before the end of the workday on December 31, 2017. Employee's separation is final and Employee's employment shall end on or before December 31, 2017 regardless of the terms of this Agreement. The remaining terms and conditions proposed in this Agreement will not be effective unless this Agreement is signed by Employee and returned to the City Administrator not later than January 1, 2018 (or forty-five days after the date this Agreement is provided, if that date is later than December 31, 2017). Such return may be accomplished by personal delivery or by mailing a signed copy of the Agreement to the City Administrator's attention in a postage prepaid envelope postmarked on or before January 1, 2018 (or forty-five days after the date this Agreement is provided, if that date is later than December 31, 2017). As a result, no payments or benefits under this Agreement will be made to Employee until after the Effective Date, and payments due to Employee that accrue prior to the Effective Date shall be made on the second payroll period following the Effective Date.
2. **Payments.** In consideration for Employee's acceptance of this Agreement, and in addition to the payment of final wages due, including accrued but unused vacation and

compensatory time off, and provided Employee maintains employment with the City as a Dispatcher for the City until December 31, 2017 (the "End Date"), then Employee will continue to be paid Employee's regular wage as if regularly scheduled to work from the End Date through May 27, 2018 ("Salary Continuation Pay") according to the document marked as Exhibit A. Employee understands that if Employee is not employed by the City on the End Date because she is/was terminated for violating City policy, resigns, retires, quits, or otherwise voluntarily separates employment prior to the End Date, then Employee is not entitled to Salary Continuation Pay or benefits, described below, under this Agreement. These payments will be made on the City's regularly scheduled paydays and will be less applicable payroll taxes. All Salary Continuation Pay and other payments under this Agreement are being allocated for purposes of unemployment insurance to each of the pay periods occurring during the applicable pay period. This Agreement does not guarantee Employee the receipt of unemployment benefits. Employee's remaining accrued but unused vacation time shall be paid out to Employee in a separate lump sum payment in accordance with relevant wage and hour regulations.

3. **Benefits.** All benefits through the City will terminate as of midnight on December 31, 2017, except that, in consideration of Employee's promises and obligations under this Agreement, and provided Employee maintains employment with the City as a Dispatcher for the City until the End Date, then the City shall pay the City's share of Employee's City-provided health insurance premiums through February 28, 2018, and Employee shall be responsible for paying the Employee's share. The City agrees to deduct the Employee's share via payroll deduction if permitted by law. For purposes of state and federal insurance continuation laws, including COBRA, the City will send out separate notice of Employee's rights under those laws. Employee acknowledges and agrees that Employee is entitled to no further payments, compensation or benefits, unless otherwise stated in this Agreement. Employee agrees that all payments have been made to Employee as part of this Agreement through any payments made herein, and Employee hereby waives any rights to compensation, leave, or benefits from the City.
  
4. **Waiver and Release.** In consideration of the City's obligations and promises under this Agreement, Employee does hereby fully and forever discharge and release the City, which includes all departments and agencies, and all of the foregoing's past and present employees, officers, agents, representatives, insurers, and attorneys (collectively, the "Released Parties"), from any and all actions, causes of action, claims, demands, damages (including but not limited to punitive damages), costs, expenses, attorneys' fees, and compensation on account of, or in any way growing out of any and all known and unknown damage resulting to or to result from any action by the Released Parties which arose on or before the date of Effective Date of this Agreement.

By way of example, only, and without in any way limiting the generality of the foregoing language, Employee's release shall include all claims for relief or causes of action under Title VII of the Civil Rights Act of 1964, as amended, the Americans With Disabilities Act of 1991, 42 U.S.C. § 12101 *et seq.*; the Rehabilitation Act of 1973, as amended, 29 U.S.C. secs. 791, 793 and 794; the Age Discrimination in Employment Act; the Genetic Information Nondiscrimination Act of 2008 — Public Law 110-233; the Civil Rights

Enforcement Statutes, 42 U.S.C. secs. 1981 through 1988; the Age Discrimination in Employment Act; the Lilly Ledbetter Act, 42 U.S.C. 2000e-5; the Equal Pay Act, 29 U.S.C. 206; Employee Retirement Income Security Act of 1974, 29 U.S.C. sec. 1001, et seq.; the National Labor Relations Act; 29 U.S.C. sec 151, et seq.; the Fair Labor Standards Act of 1938, 29 U.S.C. § 201 et seq.; the Occupational Safety and Health Act of 1970, 29 U.S.C. § 651 et seq.; the Family and Medical Leave Act of 1993, 29 U.S.C. § 2601 et seq.; the Sherman Act, as amended, 15 U.S.C. §1 et seq., §15 U.S.C. §12 et seq.; the Wisconsin Fair Employment Laws, § 111.33, et seq.; the Wisconsin Family and Medical Leave Act, § 103.10, Wis. Stats., Wisconsin Statute Section 111.70; state and federal Whistleblower laws, and any other federal, state or local statute, ordinance, or regulation or public policy dealing in any respect with employment, discrimination, harassment, retaliation, adverse employment action, or separation of employment, including any claims alleging a violation of public policy, and, in addition, from all claims, demands, or actions brought on the basis of alleged wrongful or retaliatory discharge, breach of an oral or written contract, misrepresentation, defamation, interference with contract or intentional or negligent infliction of emotional distress, damage to business or professional reputation, conspiracy, negligence, invasion of privacy, or any other intentional tort or negligence claim or contract claim of any sort under the common law of any state or other jurisdiction.

The parties understand and agree Employee affirmatively waives any right to personal relief under a charge, lawsuit, or claim filed against the Released Parties with the Equal Employment Opportunity Commission or Equal Rights Division to the extent such relief is legally subject to waiver for any cause of action released under this Agreement.

The parties understand and agree Employee waives any right to and shall not accept or recover any monetary damages or any other damages or anything of value from the Released Parties as a result of filing a lawsuit, charge, claim, or action or for any related claim, action or judgment against the Released Parties. Employee agrees that in the event Employee, or another person acting on Employee's behalf and with Employee's authorization, files for or receives any money or benefit as a result of such lawsuit, charge, claim, action, investigation, charge or proceeding or related claim, action or judgment, that is paid by the Released Parties, then Employee shall indemnify and fully reimburse the Released Parties for its costs and attorneys' fees in defending the action, regardless of the outcome of any case, and Employee shall indemnify and fully reimburse the Released Parties for any amounts paid to Employee, to Employee's attorneys, or on Employee's behalf within ten days of the receipt of such payment.

Employee waives her right to file and process any grievance pursuant to the City's Wis. Stat. § 66.0509 grievance procedure and applicable grievance policy.

This Section 4 shall have no effect on and shall not apply to any claim by Employee: (a) to receive any vested retirement benefits; (b) pursuant to Wisconsin's worker's compensation laws or Wisconsin's unemployment compensation laws; or (c) any claim to challenge the validity of this Agreement or this Section 4. This Section 4 shall also have

no effect on any claim Employee may have against a Released Party involving purely personal conduct by that Released Party wherein the City or any other Released Party has no duty to defend or indemnify that Released Party.

5. **Older Workers Benefit Protection Act.** This Agreement is governed by the Older Workers Benefit Protection Act. Under this Act, Employee has been offered at least forty-five (45) days after being given this Agreement during which Employee may consider whether or not to sign this Agreement, because this Agreement is being considered as part of a program offered to a group of employees. Further, in compliance with that Act, Employee has seven (7) days following Employee's signing of this Agreement during which Employee may revoke this Agreement. Therefore, this Agreement will not be effective or enforceable until the eighth day after the date Employee signs this Agreement for delivery to the City and the formal approval of this Agreement by the City Council of the City of Burlington ("Effective Date"). To be effective, a revocation must be received in writing within the seven (7) day period by the City Administrator. The parties understand and agree that if Employee revokes this Agreement within the seven-day period referred to above, the City will not have any obligation to Employee under this Agreement. Attached as Exhibit B is a list of information the City is required to provide to Employee under the Older Worker Benefits Protection Act regarding the employees affected by this program.
6. **Advice to Consult Legal Counsel.** Because this Agreement includes a waiver of Employee's rights under the Age Discrimination in Employment Act, Title VII of the Civil Rights Act of 1964, the Wisconsin Fair Employment Act, and the other statutes and claims referred to in Section 4, Employee is advised to consult an attorney before signing this Agreement.
7. **Acknowledgement.** Employee acknowledges the City has given Employee at least forty five (45) days to read this Agreement, to discuss the terms and conditions of this Agreement with Employee's adviser of choice, and to consider whether or not to sign this Agreement. Employee agrees Employee has read this Agreement and fully understands the terms and conditions thereof, which are contractual and binding and are not merely a recital. Employee acknowledges that Employee has had sufficient time to read this Agreement and consider acceptance of it and voluntarily enters into this Agreement with full knowledge of its meaning and with the specific intention of resolving all outstanding matters involving the City. In entering into this Agreement, Employee is relying on Employee's own judgment and knowledge and not on representations or statements made by the City.
8. **No Admission of Liability.** The parties' participation in this Agreement is not to be construed as an admission of any wrongdoing or liability whatsoever by or on behalf of Employee, the City, or the City's employees, officers, agents, representatives, insurers, and attorneys.
9. **Choice of Law and Entire Agreement.** This Agreement shall be construed and enforced in accord with the laws of the State of Wisconsin. It constitutes the entire agreement between the parties as to issues provided for in this Agreement and is based on

language mutually presented and agreed to by the parties and as a result no rules of construction shall be applicable to either party. Headings are for the convenience of the parties only and shall not affect the interpretation or application of this Agreement.

10. **Severability.** If for any reason a court of competent jurisdiction finds any provision of this Agreement to be illegal or unenforceable, the offending provision will be deemed amended or deleted to the extent necessary to conform to the applicable law and without materially altering the mutual interest of the parties to facilitate Employee's separation from the City without the assertion of any claims released in Section 4 and with the fullest protection of the City as identified in that Section.
11. **Counterparts.** This Agreement may be executed in counterparts and shall be as effective as if executed on one document. Facsimile and electronic signatures shall be as effective and valid as original signatures.

**IN WITNESS THEREFORE**, the undersigned further state that they have carefully read the foregoing Agreement, know and understand its contents and sign the same under their own free will, being duly authorized to do so.

Approved by the City of Burlington on December 19, 2017.

\_\_\_\_\_  
Date

\_\_\_\_\_  
City of Burlington

\_\_\_\_\_  
Date

\_\_\_\_\_  
Diahn Halbach, City Clerk, City of Burlington

**I ACKNOWLEDGE THAT I HAVE READ AND FULLY UNDERSTAND THE FOREGOING AGREEMENT. I FURTHER ACKNOWLEDGE THAT THE AGREEMENT FULLY AND ACCURATELY SETS FORTH THE TERMS AND CONDITIONS DISCUSSED AND AGREED UPON FOR MY SEPARATION FROM THE CITY. I HEREBY AGREE TO ALL SUCH TERMS AND CONDITIONS AND ACKNOWLEDGE THAT I HAVE BEEN GIVEN 45 DAYS AFTER BEING GIVEN THIS AGREEMENT TO CONSIDER WHETHER OR NOT TO SIGN THE AGREEMENT.**

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Employee (Print Name): \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

**Exhibit A – Agreed Upon Separation Payment List for Colleen Schwochert**

FN	LN	TITLE	HIRE	YRS	Hourly Base	Severance -1 Week Per Year
Colleen	Schwochert	Dispatcher	3/11/1996	21.82	\$20.01	\$16,351.48

**Exhibit B - List of Employees and Positions Impacted**  
**By Restructuring through Involuntary Separation**  
**as a result of Dispatch Center Restructuring**

<u>Name</u>	<u>Position</u>	<u>Age</u>
Colleen Schwochert	Dispatcher	60
Lauri Gatto	Dispatcher	53
Nadine Bogusz	Dispatcher	55



**DATE:** December 19, 2017

**SUBJECT:** MOTION 17-889 - to approve a Separation Agreement, Waiver and Release between the City of Burlington and City of Burlington Police Department Dispatch Employee, Lauri Gatto.

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

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**BACKGROUND/HISTORY:**

On October 17, 2017 the Common Council approved an Amended Contract for Joint Dispatch Services between Racine County, the City of Racine, the Village of Caledonia, the Village of Mt. Pleasant, and the Village of Sturtevant.

The following municipalities have approved or will be approving the Joint Dispatch Agreement:

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- Caledonia approved on December 4, 2017.
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- Sturtevant will approve on December 19, 2017.
- *City of Racine has not yet approved and a meeting date was not provided as of this printing.*

The final step in the consolidation process is approving the separation agreements with the three dispatchers: Colleen Schwochert, Lauri Gatto, and Nadine Bogusz.

The attached Separation Agreement (Motion 17-889) is for Lauri Gatto.

**BUDGET/FISCAL IMPACT:**

**RECOMMENDATION:**

Staff recommends approval of this Motion.

**TIMING/IMPLEMENTATION:**

This item is for discussion at the 12/19/17 Committee of the Whole meeting and due to timing, is scheduled for final consideration at the same evening Common Council meeting.

---

**Attachments**

Separation Agreement\_Gatto

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**SEPARATION AGREEMENT, WAIVER AND RELEASE BETWEEN:  
CITY OF BURLINGTON AND LAURI GATTO**

**THIS AGREEMENT** by and between the City of Burlington (the “City”) and Lauri Gatto (“Employee”) is made and is effective as of the date following the revocation period identified herein and the formal approval of this Agreement by the City Council of the City of Burlington (the “Effective Date”).

**WHEREAS**, Employee was employed by the City in the Dispatch Center;

**WHEREAS**, the City endured catastrophic rain and flooding in July 2017 that destroyed equipment in the Dispatch Center;

**WHEREAS**, following the flooding, the City considered restoring the Dispatch Center but instead has chosen to eliminate the Dispatch Center and contract out for services through a Joint Dispatch Services Agreement resulting in the elimination of five City employment positions;

**WHEREAS**, the City and Employee desire, through this Agreement, for the City to make salary continuation pay and benefits in this Agreement available to the Employee, provided Employee remains employed by the City and working for the City as a Dispatcher until December 31, 2017, and to settle all claims between the parties related to Employee’s employment with the City and Employee’s separation, and any other claims; and

**WHEREAS**, Employee and the City desire to accept the terms of this Agreement.

**NOW, THEREFORE**, the parties to this Agreement, in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are here by acknowledged, agree as follows:

1. **Deadline and Separation.** Employee and City agree that Employee shall separate from employment with the City effective on or before the end of the workday on December 31, 2017. Employee’s separation is final and Employee’s employment shall end on or before December 31, 2017 regardless of the terms of this Agreement. The remaining terms and conditions proposed in this Agreement will not be effective unless this Agreement is signed by Employee and returned to the City Administrator not later than January 1, 2018 (or forty-five days after the date this Agreement is provided, if that date is later than December 31, 2017). Such return may be accomplished by personal delivery or by mailing a signed copy of the Agreement to the City Administrator’s attention in a postage prepaid envelope postmarked on or before January 1, 2018 (or forty-five days after the date this Agreement is provided, if that date is later than December 31, 2017). As a result, no payments or benefits under this Agreement will be made to Employee until after the Effective Date, and payments due to Employee that accrue prior to the Effective Date shall be made on the second payroll period following the Effective Date.
2. **Payments.** In consideration for Employee’s acceptance of this Agreement, and in addition to the payment of final wages due, including accrued but unused vacation and

compensatory time off, and provided Employee maintains employment with the City as a Dispatcher for the City until December 31, 2017 (the "End Date"), then Employee will continue to be paid Employee's regular wage as if regularly scheduled to work from the End Date through April 1, 2018 ("Salary Continuation Pay") according to the document marked as Exhibit A. Employee understands that if Employee is not employed by the City on the End Date because she is/was terminated for violating City policy, resigns, retires, quits, or otherwise voluntarily separates employment prior to the End Date, then Employee is not entitled to Salary Continuation Pay or benefits, described below, under this Agreement. These payments will be made on the City's regularly scheduled paydays and will be less applicable payroll taxes. All Salary Continuation Pay and other payments under this Agreement are being allocated for purposes of unemployment insurance to each of the pay periods occurring during the applicable pay period. This Agreement does not guarantee Employee the receipt of unemployment benefits. Employee's remaining accrued but unused vacation time shall be paid out to Employee in a separate lump sum payment in accordance with relevant wage and hour regulations.

3. **Benefits.** All benefits through the City will terminate as of midnight on December 31, 2017, except that, in consideration of Employee's promises and obligations under this Agreement, and provided Employee maintains employment with the City as a Dispatcher for the City until the End Date, then the City shall pay the City's share of Employee's City-provided health insurance premiums through February 28, 2018, and Employee shall be responsible for paying the Employee's share. The City agrees to deduct the Employee's share via payroll deduction if permitted by law. For purposes of state and federal insurance continuation laws, including COBRA, the City will send out separate notice of Employee's rights under those laws. Employee acknowledges and agrees that Employee is entitled to no further payments, compensation or benefits, unless otherwise stated in this Agreement. Employee agrees that all payments have been made to Employee as part of this Agreement through any payments made herein, and Employee hereby waives any rights to compensation, leave, or benefits from the City.
4. **Waiver and Release.** In consideration of the City's obligations and promises under this Agreement, Employee does hereby fully and forever discharge and release the City, which includes all departments and agencies, and all of the foregoing's past and present employees, officers, agents, representatives, insurers, and attorneys (collectively, the "Released Parties"), from any and all actions, causes of action, claims, demands, damages (including but not limited to punitive damages), costs, expenses, attorneys' fees, and compensation on account of, or in any way growing out of any and all known and unknown damage resulting to or to result from any action by the Released Parties which arose on or before the date of Effective Date of this Agreement.

By way of example, only, and without in any way limiting the generality of the foregoing language, Employee's release shall include all claims for relief or causes of action under Title VII of the Civil Rights Act of 1964, as amended, the Americans With Disabilities Act of 1991, 42 U.S.C. § 12101 *et seq.*; the Rehabilitation Act of 1973, as amended, 29 U.S.C. secs. 791, 793 and 794; the Age Discrimination in Employment Act; the Genetic Information Nondiscrimination Act of 2008 — Public Law 110-233; the Civil Rights

Enforcement Statutes, 42 U.S.C. secs. 1981 through 1988; the Age Discrimination in Employment Act; the Lilly Ledbetter Act, 42 U.S.C. 2000e-5; the Equal Pay Act, 29 U.S.C. 206; Employee Retirement Income Security Act of 1974, 29 U.S.C. sec. 1001, et seq.; the National Labor Relations Act; 29 U.S.C. sec 151, et seq.; the Fair Labor Standards Act of 1938, 29 U.S.C. § 201 et seq.; the Occupational Safety and Health Act of 1970, 29 U.S.C. § 651 et seq.; the Family and Medical Leave Act of 1993, 29 U.S.C. § 2601 et seq.; the Sherman Act, as amended, 15 U.S.C. §1 et seq., §15 U.S.C. §12 et seq.; the Wisconsin Fair Employment Laws, § 111.33, et seq.; the Wisconsin Family and Medical Leave Act, § 103.10, Wis. Stats., Wisconsin Statute Section 111.70; state and federal Whistleblower laws, and any other federal, state or local statute, ordinance, or regulation or public policy dealing in any respect with employment, discrimination, harassment, retaliation, adverse employment action, or separation of employment, including any claims alleging a violation of public policy, and, in addition, from all claims, demands, or actions brought on the basis of alleged wrongful or retaliatory discharge, breach of an oral or written contract, misrepresentation, defamation, interference with contract or intentional or negligent infliction of emotional distress, damage to business or professional reputation, conspiracy, negligence, invasion of privacy, or any other intentional tort or negligence claim or contract claim of any sort under the common law of any state or other jurisdiction.

The parties understand and agree Employee affirmatively waives any right to personal relief under a charge, lawsuit, or claim filed against the Released Parties with the Equal Employment Opportunity Commission or Equal Rights Division to the extent such relief is legally subject to waiver for any cause of action released under this Agreement.

The parties understand and agree Employee waives any right to and shall not accept or recover any monetary damages or any other damages or anything of value from the Released Parties as a result of filing a lawsuit, charge, claim, or action or for any related claim, action or judgment against the Released Parties. Employee agrees that in the event Employee, or another person acting on Employee's behalf and with Employee's authorization, files for or receives any money or benefit as a result of such lawsuit, charge, claim, action, investigation, charge or proceeding or related claim, action or judgment, that is paid by the Released Parties, then Employee shall indemnify and fully reimburse the Released Parties for its costs and attorneys' fees in defending the action, regardless of the outcome of any case, and Employee shall indemnify and fully reimburse the Released Parties for any amounts paid to Employee, to Employee's attorneys, or on Employee's behalf within ten days of the receipt of such payment.

Employee waives her right to file and process any grievance pursuant to the City's Wis. Stat. § 66.0509 grievance procedure and applicable grievance policy.

This Section 4 shall have no effect on and shall not apply to any claim by Employee: (a) to receive any vested retirement benefits; (b) pursuant to Wisconsin's worker's compensation laws or Wisconsin's unemployment compensation laws; or (c) any claim to challenge the validity of this Agreement or this Section 4. This Section 4 shall also have

no effect on any claim Employee may have against a Released Party involving purely personal conduct by that Released Party wherein the City or any other Released Party has no duty to defend or indemnify that Released Party.

5. **Older Workers Benefit Protection Act.** This Agreement is governed by the Older Workers Benefit Protection Act. Under this Act, Employee has been offered at least forty-five (45) days after being given this Agreement during which Employee may consider whether or not to sign this Agreement, because this Agreement is being considered as part of a program offered to a group of employees. Further, in compliance with that Act, Employee has seven (7) days following Employee's signing of this Agreement during which Employee may revoke this Agreement. Therefore, this Agreement will not be effective or enforceable until the eighth day after the date Employee signs this Agreement for delivery to the City and the formal approval of this Agreement by the City Council of the City of Burlington ("Effective Date"). To be effective, a revocation must be received in writing within the seven (7) day period by the City Administrator. The parties understand and agree that if Employee revokes this Agreement within the seven-day period referred to above, the City will not have any obligation to Employee under this Agreement. Attached as Exhibit B is a list of information the City is required to provide to Employee under the Older Worker Benefits Protection Act regarding the employees affected by this program.
6. **Advice to Consult Legal Counsel.** Because this Agreement includes a waiver of Employee's rights under the Age Discrimination in Employment Act, Title VII of the Civil Rights Act of 1964, the Wisconsin Fair Employment Act, and the other statutes and claims referred to in Section 4, Employee is advised to consult an attorney before signing this Agreement.
7. **Acknowledgement.** Employee acknowledges the City has given Employee at least forty five (45) days to read this Agreement, to discuss the terms and conditions of this Agreement with Employee's adviser of choice, and to consider whether or not to sign this Agreement. Employee agrees Employee has read this Agreement and fully understands the terms and conditions thereof, which are contractual and binding and are not merely a recital. Employee acknowledges that Employee has had sufficient time to read this Agreement and consider acceptance of it and voluntarily enters into this Agreement with full knowledge of its meaning and with the specific intention of resolving all outstanding matters involving the City. In entering into this Agreement, Employee is relying on Employee's own judgment and knowledge and not on representations or statements made by the City.
8. **No Admission of Liability.** The parties' participation in this Agreement is not to be construed as an admission of any wrongdoing or liability whatsoever by or on behalf of Employee, the City, or the City's employees, officers, agents, representatives, insurers, and attorneys.
9. **Choice of Law and Entire Agreement.** This Agreement shall be construed and enforced in accord with the laws of the State of Wisconsin. It constitutes the entire agreement between the parties as to issues provided for in this Agreement and is based on

language mutually presented and agreed to by the parties and as a result no rules of construction shall be applicable to either party. Headings are for the convenience of the parties only and shall not affect the interpretation or application of this Agreement.

10. **Severability.** If for any reason a court of competent jurisdiction finds any provision of this Agreement to be illegal or unenforceable, the offending provision will be deemed amended or deleted to the extent necessary to conform to the applicable law and without materially altering the mutual interest of the parties to facilitate Employee's separation from the City without the assertion of any claims released in Section 4 and with the fullest protection of the City as identified in that Section.
11. **Counterparts.** This Agreement may be executed in counterparts and shall be as effective as if executed on one document. Facsimile and electronic signatures shall be as effective and valid as original signatures.

**IN WITNESS THEREFORE**, the undersigned further state that they have carefully read the foregoing Agreement, know and understand its contents and sign the same under their own free will, being duly authorized to do so.

Approved by the City of Burlington on December 19, 2017.

\_\_\_\_\_  
Date

\_\_\_\_\_  
City of Burlington

\_\_\_\_\_  
Date

\_\_\_\_\_  
Diahn Halbach, City Clerk, City of Burlington

**I ACKNOWLEDGE THAT I HAVE READ AND FULLY UNDERSTAND THE FOREGOING AGREEMENT. I FURTHER ACKNOWLEDGE THAT THE AGREEMENT FULLY AND ACCURATELY SETS FORTH THE TERMS AND CONDITIONS DISCUSSED AND AGREED UPON FOR MY SEPARATION FROM THE CITY. I HEREBY AGREE TO ALL SUCH TERMS AND CONDITIONS AND ACKNOWLEDGE THAT I HAVE BEEN GIVEN 45 DAYS AFTER BEING GIVEN THIS AGREEMENT TO CONSIDER WHETHER OR NOT TO SIGN THE AGREEMENT.**

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Employee (Print Name): \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

**Exhibit A – Agreed Upon Separation Payment List for Lauri Gatto**

FN	LN	TITLE	HIRE	YRS	Hourly Base	Severance -1 Week Per Year
Lauri	Gatto	Dispatcher	6/4/2004	13.59	\$20.01	\$10,179.14

**Exhibit B - List of Employees and Positions Impacted**  
**By Restructuring through Involuntary Separation**  
**as a result of Dispatch Center Restructuring**

<u>Name</u>	<u>Position</u>	<u>Age</u>
Colleen Schwochert	Dispatcher	60
Lauri Gatto	Dispatcher	53
Nadine Bogusz	Dispatcher	55



**DATE:** December 19, 2017

**SUBJECT:** MOTION 17-890 - to approve a Separation Agreement, Waiver and Release between the City of Burlington and City of Burlington Police Department Dispatch Employee, Nadine Bogusz.

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

**BACKGROUND/HISTORY:**

On October 17, 2017 the Common Council approved an Amended Contract for Joint Dispatch Services between Racine County, the City of Racine, the Village of Caledonia, the Village of Mt. Pleasant, and the Village of Sturtevant.

The following municipalities have approved or will be approving the Joint Dispatch Agreement:

- Racine County approved on December 5, 2017.
- Caledonia approved on December 4, 2017.
- Mt. Pleasant approved on December 11, 2017.
- Sturtevant will approve on December 19, 2017.
- *City of Racine has not yet approved and a meeting date was not provided as of this printing.*

The final step in the consolidation process is approving the separation agreements with the three dispatchers: Colleen Schwochert, Lauri Gatto, and Nadine Bogusz.

The attached Separation Agreement (Motion 17-890) is for Nadine Bogusz.

**BUDGET/FISCAL IMPACT:**

**RECOMMENDATION:**

Staff recommends approval of this Motion.

**TIMING/IMPLEMENTATION:**

This item is for discussion at the 12/19/17 Committee of the Whole meeting and due to timing, is scheduled for final consideration at the same evening Common Council meeting.

**Attachments**

Separation Agreement\_Bogusz

**SEPARATION AGREEMENT, WAIVER AND RELEASE BETWEEN:  
CITY OF BURLINGTON AND NADINE BOGUSZ**

**THIS AGREEMENT** by and between the City of Burlington (the “City”) and Nadine Bogusz (“Employee”) is made and is effective as of the date following the revocation period identified herein and the formal approval of this Agreement by the City Council of the City of Burlington (the “Effective Date”).

**WHEREAS**, Employee was employed by the City in the Dispatch Center;

**WHEREAS**, the City endured catastrophic rain and flooding in July 2017 that destroyed equipment in the Dispatch Center;

**WHEREAS**, following the flooding, the City considered restoring the Dispatch Center but instead has chosen to eliminate the Dispatch Center and contract out for services through a Joint Dispatch Services Agreement resulting in the elimination of five City employment positions;

**WHEREAS**, the City and Employee desire, through this Agreement, for the City to make salary continuation pay and benefits in this Agreement available to the Employee, provided Employee remains employed by the City and working for the City as a Dispatcher until December 31, 2017, and to settle all claims between the parties related to Employee’s employment with the City and Employee’s separation, and any other claims; and

**WHEREAS**, Employee and the City desire to accept the terms of this Agreement.

**NOW, THEREFORE**, the parties to this Agreement, in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are here by acknowledged, agree as follows:

1. **Deadline and Separation.** Employee and City agree that Employee shall separate from employment with the City effective on or before the end of the workday on December 31, 2017. Employee’s separation is final and Employee’s employment shall end on or before December 31, 2017 regardless of the terms of this Agreement. The remaining terms and conditions proposed in this Agreement will not be effective unless this Agreement is signed by Employee and returned to the City Administrator not later than January 3, 2018 (or forty-five days after the date this Agreement is provided, if that date is later than December 31, 2017). Such return may be accomplished by personal delivery or by mailing a signed copy of the Agreement to the City Administrator’s attention in a postage prepaid envelope postmarked on or before January 3, 2018 (or forty-five days after the date this Agreement is provided, if that date is later than December 31, 2017). As a result, no payments or benefits under this Agreement will be made to Employee until after the Effective Date, and payments due to Employee that accrue prior to the Effective Date shall be made on the second payroll period following the Effective Date.
2. **Payments.** In consideration for Employee’s acceptance of this Agreement, and in addition to the payment of final wages due, including accrued but unused vacation and

compensatory time off, and provided Employee maintains employment with the City as a Dispatcher for the City until December 31, 2017 (the "End Date"), then Employee will continue to be paid Employee's regular wage as if regularly scheduled to work from the End Date through January 7, 2018 ("Salary Continuation Pay") according to the document marked as Exhibit A. Employee understands that if Employee is not employed by the City on the End Date because she is/was terminated for violating City policy, resigns, retires, quits, or otherwise voluntarily separates employment prior to the End Date, then Employee is not entitled to Salary Continuation Pay or benefits, described below, under this Agreement. These payments will be made on the City's regularly scheduled paydays and will be less applicable payroll taxes. All Salary Continuation Pay and other payments under this Agreement are being allocated for purposes of unemployment insurance to each of the pay periods occurring during the applicable pay period. This Agreement does not guarantee Employee the receipt of unemployment benefits. Employee's remaining accrued but unused vacation time shall be paid out to Employee in a separate lump sum payment in accordance with relevant wage and hour regulations.

3. **Benefits.** All benefits through the City will terminate as of midnight on December 31, 2017, except that, in consideration of Employee's promises and obligations under this Agreement, and provided Employee maintains employment with the City as a Dispatcher for the City until the End Date, then the City shall pay the City's share of Employee's City-provided health insurance premiums through February 28, 2018, and Employee shall be responsible for paying the Employee's share. The City agrees to deduct the Employee's share via payroll deduction if permitted by law. For purposes of state and federal insurance continuation laws, including COBRA, the City will send out separate notice of Employee's rights under those laws. Employee acknowledges and agrees that Employee is entitled to no further payments, compensation or benefits, unless otherwise stated in this Agreement. Employee agrees that all payments have been made to Employee as part of this Agreement through any payments made herein, and Employee hereby waives any rights to compensation, leave, or benefits from the City.
  
4. **Waiver and Release.** In consideration of the City's obligations and promises under this Agreement, Employee does hereby fully and forever discharge and release the City, which includes all departments and agencies, and all of the foregoing's past and present employees, officers, agents, representatives, insurers, and attorneys (collectively, the "Released Parties"), from any and all actions, causes of action, claims, demands, damages (including but not limited to punitive damages), costs, expenses, attorneys' fees, and compensation on account of, or in any way growing out of any and all known and unknown damage resulting to or to result from any action by the Released Parties which arose on or before the date of Effective Date of this Agreement.

By way of example, only, and without in any way limiting the generality of the foregoing language, Employee's release shall include all claims for relief or causes of action under Title VII of the Civil Rights Act of 1964, as amended, the Americans With Disabilities Act of 1991, 42 U.S.C. § 12101 et seq.; the Rehabilitation Act of 1973, as amended, 29 U.S.C. secs. 791, 793 and 794; the Age Discrimination in Employment Act; the Genetic

Information Nondiscrimination Act of 2008 — Public Law 110-233; the Civil Rights Enforcement Statutes, 42 U.S.C. secs. 1981 through 1988; the Age Discrimination in Employment Act; the Lilly Ledbetter Act, 42 U.S.C. 2000e-5; the Equal Pay Act, 29 U.S.C. 206; Employee Retirement Income Security Act of 1974, 29 U.S.C. sec. 1001, et seq.; the National Labor Relations Act; 29 U.S.C. sec 151, et seq.; the Fair Labor Standards Act of 1938, 29 U.S.C. § 201 et seq.; the Occupational Safety and Health Act of 1970, 29 U.S.C. § 651 et seq.; the Family and Medical Leave Act of 1993, 29 U.S.C. § 2601 et seq.; the Sherman Act, as amended, 15 U.S.C. §1 et seq., §15 U.S.C. §12 et seq.; the Wisconsin Fair Employment Laws, § 111.33, et seq.; the Wisconsin Family and Medical Leave Act, § 103.10, Wis. Stats., Wisconsin Statute Section 111.70; state and federal Whistleblower laws, and any other federal, state or local statute, ordinance, or regulation or public policy dealing in any respect with employment, discrimination, harassment, retaliation, adverse employment action, or separation of employment, including any claims alleging a violation of public policy, and, in addition, from all claims, demands, or actions brought on the basis of alleged wrongful or retaliatory discharge, breach of an oral or written contract, misrepresentation, defamation, interference with contract or intentional or negligent infliction of emotional distress, damage to business or professional reputation, conspiracy, negligence, invasion of privacy, or any other intentional tort or negligence claim or contract claim of any sort under the common law of any state or other jurisdiction.

The parties understand and agree Employee affirmatively waives any right to personal relief under a charge, lawsuit, or claim filed against the Released Parties with the Equal Employment Opportunity Commission or Equal Rights Division to the extent such relief is legally subject to waiver for any cause of action released under this Agreement.

The parties understand and agree Employee waives any right to and shall not accept or recover any monetary damages or any other damages or anything of value from the Released Parties as a result of filing a lawsuit, charge, claim, or action or for any related claim, action or judgment against the Released Parties. Employee agrees that in the event Employee, or another person acting on Employee's behalf and with Employee's authorization, files for or receives any money or benefit as a result of such lawsuit, charge, claim, action, investigation, charge or proceeding or related claim, action or judgment, that is paid by the Released Parties, then Employee shall indemnify and fully reimburse the Released Parties for its costs and attorneys' fees in defending the action, regardless of the outcome of any case, and Employee shall indemnify and fully reimburse the Released Parties for any amounts paid to Employee, to Employee's attorneys, or on Employee's behalf within ten days of the receipt of such payment.

Employee waives her right to file and process any grievance pursuant to the City's Wis. Stat. § 66.0509 grievance procedure and applicable grievance policy.

This Section 4 shall have no effect on and shall not apply to any claim by Employee: (a) to receive any vested retirement benefits; (b) pursuant to Wisconsin's worker's compensation laws or Wisconsin's unemployment compensation laws; or (c) any claim to

challenge the validity of this Agreement or this Section 4. This Section 4 shall also have no effect on any claim Employee may have against a Released Party involving purely personal conduct by that Released Party wherein the City or any other Released Party has no duty to defend or indemnify that Released Party.

5. **Older Workers Benefit Protection Act.** This Agreement is governed by the Older Workers Benefit Protection Act. Under this Act, Employee has been offered at least forty-five (45) days after being given this Agreement during which Employee may consider whether or not to sign this Agreement, because this Agreement is being considered as part of a program offered to a group of employees. Further, in compliance with that Act, Employee has seven (7) days following Employee's signing of this Agreement during which Employee may revoke this Agreement. Therefore, this Agreement will not be effective or enforceable until the eighth day after the date Employee signs this Agreement for delivery to the City and the formal approval of this Agreement by the City Council of the City of Burlington ("Effective Date"). To be effective, a revocation must be received in writing within the seven (7) day period by the City Administrator. The parties understand and agree that if Employee revokes this Agreement within the seven-day period referred to above, the City will not have any obligation to Employee under this Agreement. Attached as Exhibit B is a list of information the City is required to provide to Employee under the Older Worker Benefits Protection Act regarding the employees affected by this program.
6. **Advice to Consult Legal Counsel.** Because this Agreement includes a waiver of Employee's rights under the Age Discrimination in Employment Act, Title VII of the Civil Rights Act of 1964, the Wisconsin Fair Employment Act, and the other statutes and claims referred to in Section 4, Employee is advised to consult an attorney before signing this Agreement.
7. **Acknowledgement.** Employee acknowledges the City has given Employee at least forty five (45) days to read this Agreement, to discuss the terms and conditions of this Agreement with Employee's adviser of choice, and to consider whether or not to sign this Agreement. Employee agrees Employee has read this Agreement and fully understands the terms and conditions thereof, which are contractual and binding and are not merely a recital. Employee acknowledges that Employee has had sufficient time to read this Agreement and consider acceptance of it and voluntarily enters into this Agreement with full knowledge of its meaning and with the specific intention of resolving all outstanding matters involving the City. In entering into this Agreement, Employee is relying on Employee's own judgment and knowledge and not on representations or statements made by the City.
8. **No Admission of Liability.** The parties' participation in this Agreement is not to be construed as an admission of any wrongdoing or liability whatsoever by or on behalf of Employee, the City, or the City's employees, officers, agents, representatives, insurers, and attorneys.
9. **Choice of Law and Entire Agreement.** This Agreement shall be construed and enforced in accord with the laws of the State of Wisconsin. It constitutes the entire

agreement between the parties as to issues provided for in this Agreement and is based on language mutually presented and agreed to by the parties and as a result no rules of construction shall be applicable to either party. Headings are for the convenience of the parties only and shall not affect the interpretation or application of this Agreement.

10. **Severability.** If for any reason a court of competent jurisdiction finds any provision of this Agreement to be illegal or unenforceable, the offending provision will be deemed amended or deleted to the extent necessary to conform to the applicable law and without materially altering the mutual interest of the parties to facilitate Employee's separation from the City without the assertion of any claims released in Section 4 and with the fullest protection of the City as identified in that Section.
11. **Counterparts.** This Agreement may be executed in counterparts and shall be as effective as if executed on one document. Facsimile and electronic signatures shall be as effective and valid as original signatures.

**IN WITNESS THEREFORE,** the undersigned further state that they have carefully read the foregoing Agreement, know and understand its contents and sign the same under their own free will, being duly authorized to do so.

Approved by the City of Burlington on December 19, 2017.

\_\_\_\_\_  
Date

\_\_\_\_\_  
City of Burlington

\_\_\_\_\_  
Date

\_\_\_\_\_  
Diahn Halbach, City Clerk, City of Burlington

**I ACKNOWLEDGE THAT I HAVE READ AND FULLY UNDERSTAND THE FOREGOING AGREEMENT. I FURTHER ACKNOWLEDGE THAT THE AGREEMENT FULLY AND ACCURATELY SETS FORTH THE TERMS AND CONDITIONS DISCUSSED AND AGREED UPON FOR MY SEPARATION FROM THE CITY. I HEREBY AGREE TO ALL SUCH TERMS AND CONDITIONS AND ACKNOWLEDGE THAT I HAVE BEEN GIVEN 45 DAYS AFTER BEING GIVEN THIS AGREEMENT TO CONSIDER WHETHER OR NOT TO SIGN THE AGREEMENT.**

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Employee (Print Name): \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

**Exhibit A – Agreed Upon Separation Payment List for Nadine Bogusz**

FN	LN	TITLE	HIRE	YRS	Hourly Base	Severance -1 Week Per Year
Nadine	Bogusz	Dispatcher	3/16/16	1.80	\$20.01	\$1,346.54

**Exhibit B - List of Employees and Positions Impacted**  
**By Restructuring through Involuntary Separation**  
**as a result of Dispatch Center Restructuring**

<u>Name</u>	<u>Position</u>	<u>Age</u>
Colleen Schwochert	Dispatcher	60
Lauri Gatto	Dispatcher	53
Nadine Bogusz	Dispatcher	55



**COMMON COUNCIL REGULAR**

**ITEM NUMBER 15D**

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**DATE:** December 19, 2017

**SUBJECT:** MOTION 17-891 - to consider approving an Airport Hangar Lease with the Burlington Development Group for 701 Airport Road at the Burlington Municipal Airport.

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

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**BACKGROUND/HISTORY:**

The Airport Committee met on November 30, 2017 and recommends that the City enter into a not-to-exceed twenty-nine year Airport Hangar Lease agreement, (December 1, 2017 to December 31, 2046), with Burlington Development Group for 701 Airport Road.

The amount of the lease equals the sum of \$.115 per square foot with a total of 13,200 square feet, for a total amount of \$1518.00, 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 January 1, 2018.

**BUDGET/FISCAL IMPACT:**

An annual payment of \$1518.00 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 Burlington Development Group.

**TIMING/IMPLEMENTATION:**

This item is scheduled for discussion at the December 19, 2017 Committee of the Whole meeting and due to timing is scheduled for final consideration at the same evening Common Council meeting.

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**Attachments**

Airport Lease

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## AIRPORT LEASE

This lease Agreement, made and entered into this 1<sup>st</sup> day of December, 2017 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 Burlington Development Group whose mailing address is 703 Airport Rd. 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 701 airport Rd. This Lease does not include use of City Water.

### ARTICLE 2 TERM

The term of this Lease shall be from December 1<sup>st</sup>, 2017 to December 31<sup>st</sup>, 2046 [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 \$ .115cents per square foot for the leased area, which contains a total of 13200 square feet, for a total amount of \$ 1518.00, 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, 2018 subject to the provisions set forth in Article 5, Section A.

### ARTICLE 4

Lessee agrees that rent charged is based on intended:

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

XX 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) \_\_\_\_\_ personal use \_\_\_\_\_ XX 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 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 there from Lessee, and its effects, without being liable to any prosecution therefore, and Lessee shall surrender possession of the premises, and Lessee hereby expressly waives the service of notice of intention to re-enter or of instituting legal proceedings to that end.

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

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

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

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

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

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

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

Approved by the Airport Committee on: 4/30/17

AIRPORT MANAGER:

LESSEE:

*Gary B. Maigner*

Signature

Gary B. Maigner  
Print (or type) name

*Gary B. Maigner*  
Signature

Gary B. Maigner  
Print (or type) name  
*Burlington Development Group*

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

CITY OF BURLINGTON

Signature

*Kres*  
Title