



AGENDA
COMMITTEE OF THE WHOLE

Tuesday, September 15, 2018

6:30 p.m.

Common Council Chambers, 224 East Jefferson Street

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

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

2. **Citizen Comments**

3. **Approval of Minutes** *(S. Rauch)*

A. To approve the Committee of the Whole Minutes for September 4, 2018.

4. **PRESENTATIONS:**

5. **DISCUSSION:**

A. **Discussion** - A discussion regarding the Federal Emergency Management Association (FEMA) Community Rating System (CRS).

6. **RESOLUTIONS:**

A. **Resolution 4919(21)** - To approve Amendment Number Two to the Planned Unit Development Agreement for the Meadows at Pine Brook Condominium Development.

7. **ORDINANCES:**

A. **Ordinance 2041(7)** - To consider a rezone for property located at S. Kane Street (at Industrial Drive) from A-1, Agriculture/Holding District to M-2, General Manufacturing District.

8. **MOTIONS:**

- A. **Motion 18-912** - To approve a revision to the City of Burlington Employee Handbook.

9. **ADJOURNMENT** (*J. Schultz*)

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



COMMITTEE OF THE WHOLE

ITEM NUMBER 3A

DATE: September 18, 2018

SUBJECT: Committee of the Whole Minutes for September 4, 2018.

SUBMITTED BY: Diahnn Halbach, City Clerk

BACKGROUND/HISTORY:

The attached minutes are from the September 4, 2018 Committee of the Whole meeting.

BUDGET/FISCAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval of the attached minutes from the September 4, 2018 Committee of the Whole meeting.

TIMING/IMPLEMENTATION:

This item is scheduled for final consideration at the September 18, 2018 Common Council meeting.

Attachments

COW Minutes



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

CITY OF BURLINGTON
Committee of the Whole Minutes
Jeannie Hefty, Mayor
Diahnn Halbach, City Clerk
Tuesday, September 4, 2018

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

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

Staff present: Administrator Carina Walters, City Attorney John Bjelajac, Finance Director Steve DeQuaker, Director of Administrative Services Megan Watkins, Public Works Director Peter Riggs, Building Inspector Gregory Guidry, Library Director Joe Davies, Intern Nick Faust.

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

3. **Approval of Minutes**

A motion was made by Alderman Heft with a second by Alderman Rauch to approve the August 21, 2018 Committee of the Whole minutes. With all in favor, the motion carried.

4. **DISCUSSION:**

A. **Discussion/Presentation** - A status update of the 2018 Public Service Commission (PSC) Water Rate Case Filing from Ehlers & Associates.

Jon Cameron, Senior Municipal Advisor for Ehlers & Associates, presented a status update of the Water Utility Rate Study. Cameron stated that the study was to be completed in three phases and that phase one is complete, phase two is partially completed and phase three is in progress. Cameron explained that the PSC establishes a benchmark for Rate of Return (ROR) for all utilities, which is set to the current market cost of a 30-year municipal bond plus 200 basis points. While the current PSC benchmark ROR is 4.9%, Ehlers has requested a 3.0% ROR in the application which still provides positive cash flow and satisfies debt service coverage requirements on outstanding debt. Cameron further explained that during the next steps, PSC will determine if the lower benchmark ROR is appropriate. Cameron then reviewed the financial performance information.

5. **RESOLUTIONS:** There were none.

6. **ORDINANCES:** There were none.

7. **MOTIONS:** There were none.

8. **ADJOURNMENT**

A motion was made by Alderman Rauch with a second by Alderman Meyer to adjourn the meeting. With all in favor, the meeting adjourned at 6:58 p.m.

Minutes respectfully submitted by:

Diahnn C. Halbach
City Clerk
City of Burlington



COMMITTEE OF THE WHOLE

ITEM NUMBER 5A

DATE: September 18, 2018

SUBJECT: DISCUSSION - A discussion regarding the Federal Emergency Management Association (FEMA) Community Rating System (CRS).

SUBMITTED BY: Carina Walters, City Administrator

BACKGROUND/HISTORY:

Pursuant to a request by Alderman Steve Rauch, Greg Governatori of Kapur & Associates Inc., is here to outline the FEMA CRS and to solicit feedback from the Council in identifying if the City should apply to be a participant regarding flood plain management.

For your convenience, attached is a copy of Greg Governatori's memo and the National Flood Insurance Program Community Rating System Guide.

BUDGET/FISCAL IMPACT:

N/A

RECOMMENDATION:

This item is for discussion only.

TIMING/IMPLEMENTATION:

This item is for discussion at the September 18, 2018 Committee of the Whole meeting. Should the Council decide to move forward with submitting an application, this item will be presented at a future Common Council meeting.

Attachments

Greg Governatori Memo
Community Rating System Brochure

To: Mayor Hefty, Administrator Walters
Asst. Administrator Watkins
Burlington Common Council

Date: September 6, 2018

From: Greg Governatori, P.E., CFM

Subject: Community Rating System (CRS)

Request: Pursuant to a request by Alderman Steve Rauch, Kapur & Associates, Inc. has outlined the FEMA Community Rating System to solicit feedback from the Council in identifying if the City would like to apply to be a participant.

Overview: The National Flood Insurance Program (NFIP) Community Rating System (CRS) is a voluntary program for recognizing and encouraging community floodplain management activities exceeding the minimum NFIP standards. Burlington is a member of the NFIP as well as in full compliance with the minimum floodplain management requirements and may choose to apply to join the CRS.

Goals: The goal of the CRS are to reduce flood damages to insurable property, strengthen and support the insurance aspects of the NFIP, and encourage a comprehensive approach to floodplain management

Benefits to Participation: The primary benefit of the program is to save residents money on their flood insurance premiums. For each Class rated 9 to 1 there is a 5% reduction on the flood insurance premium. Currently most communities that enter the program are class 8 or 9. In addition to insurance premium savings the program is use as tool for:

- Creating better and better organized programs.
- Technical assistance
- Public information
- Incentive to keep implementing.

Participation: Currently there are 17 communities in Wisconsin that are part of the CRS. Wisconsin is comprised of 72 Counties, 190 Cities, and 402 Villages. This shows an overall participation in CRS of 2.5 percent for the State of Wisconsin. 10 communities enrolled during the initial onset of the program, with seven added in the last 25 years.

The City of Burlington consists of approximately 4000 properties of which about 50-55 of those properties are in the floodplain. This is about 1-2 percent of all the properties in Burlington. The properties may benefit from the reduced insurance if they were to elect or be required to carry flood insurance.

*Not all properties in the flood hazard area have or are required to have flood insurance. It is generally only required by mortgage companies or lending institutions.

*You are not required to be in the Flood Hazard area to obtain flood insurance. (The Percent saving is reduced in half however for the CRS)

Enrollment: The Enrollment process requires the City to designate a CRS coordinator and submit a Letter of Interest to FEMA region. FEMA will then review the application along with completing a quick check review to see if we meet qualification minimums. If we meet minimums, FEMA will schedule a community

assistance visit (CAV) which takes between one and three days to complete. The entire enrollment process takes between 6 and 24 months.

Costs: The cost of implementing and maintaining the CRS class ranking and classification are estimated between a ½ and 1 FTE employee per FEMA. Annual costs after the initial enrollment include:

- Implementing Activities.
- Maintain detailed records.
- Annual Recertification
- Participate in verification visits from CRS specialist.

Many communities fund the CRS program through a Storm Water Utility

Current WI Communities in Program

COMMUNITY NAME	CRS ENTRY DATE	CURRENT CLASS	% DISCOUNT FOR SFHA ¹	% DISCOUNT FOR NON- SFHA
Adams County	10/1/91	7	15	5
Allouez, Village of	10/1/92	6	20	10
Eau Claire, City of	10/1/91	7	15	5
Elm Grove, Village of	05/1/01	5	25	10
Evansville, City of	05/1/10	7	15	5
Fond du Lac, City of	05/1/13	7	15	5
Green Bay, City of	10/1/91	7	15	5
Kenosha County	05/1/13	5	25	10
La Crosse, City of	10/1/91	8	10	5
Mazomanie, Village of	10/1/91	8	10	5
New Berlin, City of	10/1/05	7	15	5
Ozaukee County	10/1/91	8	10	5
Reedsburg, City of	05/1/13	6	20	10
Suamico, Village of	05/1/08	7	15	5
Watertown, City of	10/1/91	7	15	5
Waupun, City of	10/1/91	8	10	5
Winnebago County	10/1/91	8	10	5



Community Rating System

June 2017

The National Flood Insurance Program (NFIP) Community Rating System (CRS) was implemented in 1990 as a voluntary program for recognizing and encouraging community floodplain management activities exceeding the minimum NFIP standards. Any community in full compliance with the minimum NFIP floodplain management requirements may apply to join the CRS.

1,444 Communities Participate in the CRS

Nearly 3.6 million policyholders in 1,444 communities participate in the CRS by implementing local mitigation, floodplain management, and outreach activities that exceed the minimum NFIP requirements.

Under the CRS, flood insurance premium rates are discounted to reward community actions that meet the three goals of the CRS, which are: (1) reduce flood damage to insurable property; (2) strengthen and support the insurance aspects of the NFIP; and (3) encourage a comprehensive approach to floodplain management.

Although CRS communities represent only 5 percent of the over 22,000 communities participating in the NFIP, more than 69 percent of all flood insurance policies are written in CRS communities.

CRS Classes

The CRS uses a Class rating system that is similar to fire insurance rating to determine flood insurance premium reductions for residents. CRS Classes* are rated from 9 to 1. Today, most communities enter the program at a CRS Class 9 or Class 8 rating, which entitles residents in Special Flood Hazard Areas (SFHAs) to a 5 percent discount on their flood insurance premiums for a Class 9 or a 10 percent discount for Class 8. As a community engages in additional mitigation activities, its residents become eligible for increased NFIP policy premium discounts. Each CRS Class improvement produces a 5 percent greater discount on flood insurance premiums for properties in the SFHA.

* CRS Class changes occur on May 1 and October 1 of each year. The data contained in this fact sheet were current through May 2017.

Best of the Best

Seven communities occupy the highest levels of the CRS. Each built a floodplain management program tailored to its own particular hazards, character, and goals. Under these programs, each community carries out numerous and varied activities, many of which are credited by the CRS. The average discount in policyholder premiums varies according to a community's CRS Class and the average amount of insurance coverage in place.

- **Roseville, California** was the first to reach the highest CRS rating (Class 1). Floods in 1995 spurred Roseville to strengthen its floodplain management program. Today the City earns points for almost all CRS-creditable activities. The average premium discount for policies in the Special Flood Hazard Area (SFHA) is \$963.
- Comprehensive planning has been a key to **Tulsa, Oklahoma** in reducing flood damage from the dozens of creeks within its jurisdiction. The City (Class 2) has cleared more than 900 buildings from its floodplains. The average SFHA premium discount is \$709.
- **King County, Washington** (Class 2) has preserved more than 100,000 acres of floodplain open space and receives additional CRS credit for maintaining it in a natural state. The average premium discount in the SFHA is \$722.
- **Pierce County, Washington** (Class 2) maintains over 80 miles of river levees. The County mails informational brochures to all floodplain residents each year. The average premium discount in the SFHA is \$846.
- **Fort Collins, Colorado** (Class 2) uses diverse approaches to keep its large student population informed. Identifying and protecting critical facilities and continually improving its GIS system help the city maintain its exemplary program. The average premium discount in the SFHA is \$703.
- **Sacramento County, California**, has steadily improved its rating since joining the CRS in 1992. Now a Class 2, the County's more significant activities are diligent public outreach on protecting waterways, purchasing flood insurance, and preparing for floods. The average premium discount in the SFHA is \$395.
- **Thurston County, Washington**, has a history of planning for hazard mitigation, watershed protection, and open space. Combining that with strict development standards and stormwater management has helped the County achieve Class 2. The average premium discount in the SFHA is \$577.

CRS Credit

A community accrues points to improve its CRS Class rating and receive increasingly higher discounts. Points are awarded for engaging in any of 19 creditable activities, organized under four categories:

- Public information
- Mapping and regulations
- Flood damage reduction
- Warning and response.

Formulas and adjustment factors are used to calculate credit points for each activity.

The communities listed below are among those that have qualified for the greatest premium discounts:

Class 1: Roseville, California

Class 2: Sacramento County, California
Fort Collins, Colorado
Tulsa, Oklahoma
King County, Washington
Pierce County, Washington
Thurston County, Washington

Class 3: Louisville–Jefferson County, Kentucky
Ocala, Florida

Class 4: Charlotte, North Carolina
Palm Coast, Florida
Charleston County, South Carolina
Maricopa County, Arizona

Benefits of the CRS

Lower cost flood insurance rates are only one of the rewards a community receives from participating in the CRS. Other benefits include:

- Citizens and property owners in CRS communities have increased opportunities to learn about risk, evaluate their individual vulnerabilities, and take action to protect themselves, as well as their homes and businesses.
- CRS floodplain management activities provide enhanced public safety, reduced damage to property and public infrastructure, and avoidance of economic disruption and loss.
- Communities can evaluate the effectiveness of their flood programs against a nationally recognized benchmark.

- Technical assistance in designing and implementing some activities is available to community officials at no charge.
- CRS communities have incentives to maintain and improve their flood programs over time.

How to Apply

To apply for CRS participation, a community must initially inform the Federal Emergency Management Agency (FEMA) Regional Office of its interest in applying to the CRS and will eventually submit a CRS application, along with documentation that shows it is implementing the activities for which credit is requested. The application is submitted to the Insurance Services Office, Inc. (ISO)/CRS Specialist. ISO works on behalf of FEMA and insurance companies to review CRS applications, verify communities' credit points, and perform program improvement tasks.

A community's activities and performance are reviewed during a verification visit. FEMA establishes the credit to be granted and notifies the community, the State, insurance companies, and other appropriate parties.

Each year, the community must verify that it is continuing to perform the activities that are being credited by the CRS by submitting an annual recertification. In addition, a community can continue to improve its Class rating by undertaking new mitigation and floodplain management activities that earn even more points.

CRS Training

CRS Specialists are available to assist community officials in applying to the program and in designing, implementing, and documenting the activities that earn even greater premium discounts. A week-long CRS course for local officials is offered free at FEMA's Emergency Management Institute (EMI) on the National Emergency Training Center campus in Emmitsburg, Maryland, and can be field deployed in interested states. A series of webinars is offered throughout the year.

For More Information

A list of resources is available at the CRS website: www.fema.gov/national-flood-insurance-program-community-rating-system. For more information about the CRS or to obtain the CRS application, contact the Insurance Services Office by phone at (317) 848-2898 or by e-mail at nfipcrs@iso.com.



National Flood Insurance Program Community Rating System

A Local Official's Guide to
Saving Lives

Preventing Property Damage

Reducing the Cost of Flood Insurance

FEMA B-573 / May 2015



FEMA

How the Community Rating System Works

Every year, flooding causes hundreds of millions of dollars' worth of damage to homes and businesses around the country. Standard homeowners and commercial property policies do not cover flood losses. So, to meet the need for this vital coverage, the Federal Emergency Management Agency (FEMA) administers the National Flood Insurance Program (NFIP).

The NFIP offers reasonably priced flood insurance in communities that comply with minimum standards for floodplain management.

The NFIP's Community Rating System (CRS) recognizes community efforts beyond those minimum standards by reducing flood insurance premiums for the community's property owners. The CRS is similar to — but separate from — the private insurance industry's programs that grade communities on the effectiveness of their fire suppression and building code enforcement.

CRS discounts on flood insurance premiums range from 5% up to 45%. Those discounts provide an incentive for new flood protection

activities that can help save lives and property in the event of a flood.

To participate in the CRS, your community can choose to undertake some or all of the 19 public information and floodplain management activities described in the *CRS Coordinator's Manual*.

You're probably already doing many of these activities. To get credit, community officials will need to prepare an application documenting the efforts.

The CRS assigns credit points for each activity. Table 2 lists the activities and the possible number of credit points for each one. The table also shows the average number of credit points communities earn for each activity. These averages may give a better indication than the maximums of what your community can expect.

To be eligible for a CRS discount, your community must do Activity 310, Elevation Certificates. If you're a designated repetitive loss community, you must also do Activity 510,

Floodplain Management Planning. All other activities are optional.

Based on the total number of points your community earns, the CRS assigns you to one of ten classes. Your discount on flood insurance premiums is based on your class.

For example, if your community earns 4,500 points or more, it qualifies for Class 1, and property owners

in the floodplain get a 45% discount. If your community earns as little as 500 points, it's in Class 9, and property owners in the floodplain get a 5% discount. If a community does not apply or fails to receive at least 500 points, it's in Class 10, and property owners get no discount.

Table 1, below, shows the number of points required for each class and the corresponding discount.

Table 1:

How much discount property owners in your community can get

Rate Class	Discount		Credit Points Required
	SFHA*	Non-SFHA**	
1	45%	10%	4,500 +
2	40%	10%	4,000 - 4,499
3	35%	10%	3,500 - 3,999
4	30%	10%	3,000 - 3,499
5	25%	10%	2,500 - 2,999
6	20%	10%	2,000 - 2,499
7	15%	5%	1,500 - 1,999
8	10%	5%	1,000 - 1,499
9	5%	5%	500 - 999
10	0%	0%	0 - 499

* Special Flood Hazard Area

** Preferred Risk Policies are available only in B,C, and X Zones for properties that are shown to have a minimal risk of flood damage. The Preferred Risk Policy does not receive premium rate credits under the CRS because it already has a lower premium than other policies. Although they are in SFHAs, Zones AR and A99 are limited to a 5% discount. Premium reductions are subject to change.

Table 2:

What You Can Do to Get Credit

The CRS grants credit for 19 different activities that fall into four series:

Series 300	Public Information	Maximum Points*	Average Points*
	This series credits programs that advise people about the flood hazard, flood insurance, and ways to reduce flood damage. The activities also provide data that insurance agents need for accurate flood insurance rating.		
310	Elevation Certificates <ul style="list-style-type: none"> Maintain FEMA elevation certificates for new construction in the floodplain. (At a minimum, a community must maintain certificates for buildings built after the date of its CRS application.) 	116	46
320	Map Information Service <ul style="list-style-type: none"> Provide Flood Insurance Rate Map (FIRM) information to people who inquire, and publicize this service. 	90	63
330	Outreach Projects <ul style="list-style-type: none"> Send information about the flood hazard, flood insurance, flood protection measures, and/or the natural and beneficial functions of floodplains to flood-prone residents or all residents of a community. 	350	63
340	Hazard Disclosure <ul style="list-style-type: none"> Real estate agents advise potential purchasers of flood-prone property about the flood hazard. Regulations require notice of the hazard. 	80	14
350	Flood Protection Information <ul style="list-style-type: none"> The public library and/or community's website maintains references on flood insurance and flood protection. 	125	33
360	Flood Protection Assistance <ul style="list-style-type: none"> Give inquiring property owners technical advice on how to protect their buildings from flooding, and publicize this service. 	110	49
370	Flood Insurance Promotion	110	0
Series 300	Total	981	268

*Maximum and average points are subject to change. See the current CRS Coordinator's Manual for the latest information.

Series 400	Mapping and Regulations	Maximum Points*	Average Points*
	This series credits programs that provide increased protection to new development.		
410	Floodplain Mapping <ul style="list-style-type: none"> Develop new flood elevations, floodway delineations, wave heights, or other regulatory flood hazard data for an area not mapped in detail by the flood insurance study. Have a more restrictive mapping standard. 	802	65
420	Open Space Preservation <ul style="list-style-type: none"> Guarantee that currently vacant floodplain parcels will be kept free from development. 	2,020	474
430	Higher Regulatory Standards <ul style="list-style-type: none"> Require freeboard. Require soil tests or engineered foundations. Require compensatory storage. Zone the floodplain for minimum lot sizes of 1 acre or larger. Require coastal construction standards in AE Zones. Have regulations tailored to protect critical facilities or areas subject to special flood hazards (for example, alluvial fans, ice jams, subsidence, or coastal erosion). 	2,042	214
440	Flood Data Maintenance <ul style="list-style-type: none"> Keep flood and property data on computer records. Use better base maps. Maintain elevation reference marks. 	222	54
450	Stormwater Management <ul style="list-style-type: none"> Regulate new development throughout the watershed to ensure that post-development runoff is no worse than pre-development runoff. Regulate new construction to minimize soil erosion and protect or improve water quality. 	755	119
Series 400 Total		5,841	926

Series 500	Flood Damage Reduction	Maximum Points*	Average Points*
<p>This series credits programs that reduce the flood risk to existing development.</p>			
510	<p>Floodplain Management Planning</p> <ul style="list-style-type: none"> Prepare, adopt, implement, and update a comprehensive flood hazard mitigation plan using a standard planning process. (This is a minimum requirement for all repetitive loss communities.) 	622	123
520	<p>Acquisition and Relocation</p> <ul style="list-style-type: none"> Acquire and/or relocate flood-prone buildings so that they are out of the floodplain. 	1,900	136
530	<p>Flood Protection (Protection of existing floodplain development by floodproofing, elevation, or minor structural projects.)</p>	1,600	136
540	<p>Drainage System Maintenance</p> <ul style="list-style-type: none"> Conduct periodic inspections of all channels and retention basins, and remove debris as needed. 	570	214
Series 500	Total	4,692	609

Series 600	Flood Preparedness	Maximum Points*	Average Points*
This series credits flood warning, levee safety, and dam safety projects.			
610	Flood Warning and Response <ul style="list-style-type: none"> • Provide early flood warnings to the public, and have a detailed flood response plan keyed to flood crest predictions. 	395	144
620	Levee Safety <ul style="list-style-type: none"> • Maintain existing levees not otherwise credited in the flood insurance rating system that provide some flood protection. 	235	0
630	Dam Safety (Communities in a state with an approved dam safety program that have at least one building subject to inundation from the failure of a high-hazard-potential dam receive some credit.)	160	0
Series 600	Total	790	144
All Series	Total	12,304	1,947

Extra Credit

Your community can get extra credit for regulating development outside the SFHA to the same standards as development inside the SFHA. Also, if your community faces growth pressures, the mapping and regulation activities in Series 400 receive extra credit. See the *CRS Coordinator's Manual* for full details.

Many communities can qualify for what the CRS calls “uniform minimum credit,” based on the activities a state or regional agency implements on behalf of its communities. For example, some states have disclosure laws eligible for credit under Activity 340, Hazard Disclosure. Any community in those states can receive the uniform minimum credit.

Your community may want to consider floodplain management activities not listed in the *CRS Coordinator's Manual*. You should evaluate these activities for their ability to increase public safety, reduce property damage, avoid economic disruption and loss, and protect the environment. In addition, you can request a review of these activities to determine whether they should be eligible for CRS credit. FEMA welcomes innovative ways to prevent or reduce flood damage.

How to Apply

Participation in the CRS is voluntary. If your community is in full compliance with the rules and regulations of the NFIP, you may apply. There's no application fee, and all CRS publications are free.

Your community's chief executive officer (that is, your mayor, city manager, or other top official) must appoint a CRS coordinator to handle the application work and serve as the liaison between the community and FEMA. The coordinator should know the operations of all departments that deal with floodplain management and public information. And the coordinator should be able to speak for the community's chief executive officer.

The first step in the application process is to get a copy of the CRS Application, which contains all the instructions and procedures you need for preparing and submitting your community's initial application for a CRS classification. The CRS Application includes easy-to-follow worksheets that provide credits for applicable activities. The CRS Application also identifies the documentation you must submit to support the credits you are requesting.

You may also want to order a copy of the *CRS Coordinator's Manual*, which describes the program in full and provides specific information, including eligible activities, required documentation, and resources for assistance.

Your designated CRS coordinator should fill out and submit your application. Help is also available through the contact information below. The CRS will verify the information and arrange for flood insurance premium discounts.

To order CRS publications at no charge, fax the order form on the following page to 201-748-1936, or mail to the address below. You can also e-mail your request to nfipcrs@iso.com. Both the CRS Application and the *CRS Coordinator's Manual* are also available at FEMA's CRS Resource Center website — www.training.fema.gov/emiweb/crs.

For more info, write, phone, or fax:

NFIP/CRS

P.O. Box 501016
Indianapolis, IN 46250-1016
Telephone: 317-848-2898
Fax: 201-748-1936
E-mail: nfipcrs@iso.com

Order Form

Fax to: 201-748-1936

Please send me these CRS publications:

No. of Copies _____ Document _____

_____ *CRS Coordinator's Manual*

_____ *CRS Application*

Name _____

Phone _____

Title _____

Street _____

City _____

State _____

ZIP _____

Community Name _____

NFIP Number _____

(if applicable)

(if applicable)



DATE: September 18, 2018

SUBJECT: RESOLUTION 4919(21) - To approve Amendment Number Two to the Planned Unit Development Agreement for the Meadows at Pine Brook Condominium Development.

SUBMITTED BY: Carina Walters, City Administrator

BACKGROUND/HISTORY:

In July 2008 the City of Burlington entered into a Developers Agreement with DJS Partners, LLC. The developer did not complete the project. A significant amount of the infrastructure was completed with the exception of the final lift on Spring Brook Drive. Not knowing who the new developer of the Condominiums were, the Common Council budgeted within its 2016 budget the final lift (\$45,306.89) for Spring Brook Drive.

As the new Developer approached the City in 2017 to begin the construction of the remaining Condominiums and under the terms of the original Development Agreement, any new successor must have Common Council approval. Therefore, Attorney John Bjelajac and City Administrator Carina Walters has identified a mutually beneficial Developers Agreement. The Developer, pending the market, will complete the remaining housing structures, will pay the City half of the final lift, or \$22,653.45, and install a light fixture near 1033 Spring Brook Drive due to lighting concerns both by the resident and the city staff. For your convenience, a copy of the second amended Developers Agreement is attached to your packet.

BUDGET/FISCAL IMPACT:

The City completed the final lift of asphalt for Springbrook Drive in 2015 at a cost of \$45,306.89. As part of this amendment, Springbrook Townhomes II, LLC shall pay half of this cost within 30 days of approval of the amendment.

RECOMMENDATION:

Staff recommend approval of this amendment to the development agreement.

TIMING/IMPLEMENTATION:

This item is for discussion at the September 18, 2018 Committee of the Whole meeting and scheduled for final consideration at the October. 2, 2018 Common Council meeting.

Attachments

- Res 4919(21)
- Meadows at Pine Brook Agreement

**A RESOLUTION APPROVING AMENDMENT NUMBER TWO TO THE
PLANNED UNIT DEVELOPMENT (PUD) FOR THE
MEADOWS AT PINE BROOK CONDOMINIUM DEVELOPMENT**

WHEREAS, the City of Burlington adopted Resolution No. 4224(119) on April 2, 2008 approving the Development Agreement and Final Plat for the Meadows at Pine Brook Condominiums; and,

WHEREAS, the City of Burlington adopted Resolution No. 4286(56) on December 2, 2008 allowing for an extension of completion of the first lift of asphaltic concrete on the public roadway, public sidewalks and public utility to June 20, 2009; and,

WHEREAS, Springbrook Townhomes II, LLC purchased Lot 3 of the development on July 13, 2103 and Lots 1 and 2 on December 1, 2014; and,

WHEREAS, Springbrook Townhomes II, LLC is now the successor developer under the development agreement; and,

WHEREAS, Springbrook Townhomes II, LLC shall complete the development in two phases, as shown in Exhibit B of the attached agreement, hereto attached at Attachment "A"; and,

WHEREAS, Springbrook Townhomes II, LLC shall reimburse the City of Burlington one-half of the roadway cost for the completion of Springbrook Drive in the amount of \$22,653.45.

NOW THEREFORE BE IT RESOLVED by the Common Council of the City of Burlington, Racine County Wisconsin that Amendment Number Two of the Development Agreement for the Meadows at Pine Brook Condominium Development is hereby approved.

BE IT FURTHER RESOLVED that all of the terms, conditions and provisions of the Development Agreement dated July 30, 2008 shall remain in full force and effect to the extent those terms, conditions and provisions are not inconsistent with the terms, conditions and provisions of this amendment.

Introduced: September 18, 2018
Approved:

Jeannie Hefty, Mayor

Attest:

Diahn Halbach, City Clerk

SECOND AMENDMENT TO THE
MEADOWS AT PINE BROOK CONDOMINIUM
DEVELOPERS AGREEMENT

This Second Amendment (the "Amendment") is made and entered this _____ day of _____, 2018, by and between:

- a) SPRING BROOK TOWNHOMES, LLC, being a Wisconsin limited liability company with a mailing address of Post Office Box 365, Burlington, Wisconsin 53105, c/o Mr. Craig C. Faust, its Manager (hereinafter referred to as the "Developer"); and
- b) THE CITY OF BURLINGTON, WISCONSIN, being a Wisconsin municipal corporation, with its City Hall located at 300 North Pine Street, Burlington, Wisconsin, 53105 (hereinafter referred to as the "City").

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Deleted: offices located at 7011 Settler Avenue, Waterford, Wisconsin 53185-1915

INTRODUCTION

On or about the date of July 30, 2008, the City entered into a development agreement (the "Agreement"), entitled "The Meadows at Pine Brook Condominium Development Agreement", with DJS Partners, LLC, a Wisconsin limited liability company, with offices located at Suite 100, 400 North Broadway, Milwaukee, Wisconsin 53202. A copy of the Agreement is attached hereto as Exhibit A. (The attached Exhibit A is a copy not signed by DJS Partners, LLC, but the signatures of all of the parties were on other copies of the Agreement.)

Spring Brook Townhomes, LLC being the above-named Developer, is now the successor developer under the Agreement. The City has approved the above-named Developer, as the

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successor developer under the Agreement, at the meeting of the City of Burlington Common Council, held on the date of _____, 2018, through written Resolution No. _____.

DJS Partners, LLC, as the original developer for the condominium development (the “Project”), undertook and completed significant portions of the Project, but did not complete the Project in its entirety. That portion of the Project completed by DJS Partners, LLC, under the Agreement is hereinafter referred to as the “Completed Work”, and the portion of the Project that still remains to be completed under the Agreement is hereinafter referred to as “Future Work.”

The City and Developer are entering into this Agreement for the purpose of (i) amending the Agreement to reflect, and remove from the obligations of the Agreement, the Completed Work already performed, and (ii) enter into an Agreement with Developer for the Developer to perform the Future Work, to complete the Project, as modified by this Amendment.

AMENDMENT

1. Introduction. The foregoing “Introduction” is true and correct, and is hereby incorporated herein by reference (including Exhibit A).

2. Future Work. The Developer shall, as the approved successor developer under the Agreement, perform the Future Work, at its own cost and expense, so that this Project is completed in its entirety, under the terms and provisions of the Agreement and this Amendment. It is the intent of the parties that such Future Work be performed by Developer so that this Project is completed in its entirety, in a full and seamless fashion, under the terms and provisions of the Agreement and this Amendment, just as if there have been no lapses of time and/or changes in the named developer for this Project.

3. Completed Work. The parties to this Amendment agree that the following Completed Work has already been performed, and Developer accordingly has no obligations under this Amendment and/or the Agreement to perform the same:

- a) The construction of the sanitary sewer and municipal water infrastructures for the Project.
- b) The construction of the stormwater infrastructure and related grading for the Project.
- c) The roadways for the Project (but see below Paragraph No. 4).

d) The deposit of a Letter of Credit.

The terms and provisions contained in the Agreement that solely and exclusively apply and/or pertain to the Completed Work are deleted and removed from the Agreement. Any and all terms and provisions that still have applicability to the Future Work, however, shall still be part of the Agreement (even if they previously also applied to the Completed Work), as well as those terms and provisions that directly relate to the Future Work.

4. Reimbursement to City for Roadway Work. The City has in part, at its present own cost and expense, completed its roadways for the Project, at a cost of Forty-Five Thousand Three Hundred Six and 89/100 Dollars (\$45,306.89). Developer shall, within Thirty (30) Days after the date of the approval this Amendment by the City of Burlington Common Council, pay One-Half (1/2) of that amount to the City, for and as partial reimbursement of this cost. The City's payment of the remaining One-Half (1/2) of the said roadway cost is a part of the cooperative effort with the successor Developer to complete the development project, as modified by this Amendment.

5. Two Remaining Phases of Development. The Developer shall complete the development project in two phases, as shown in attached Exhibit B. No completion dates are ascribed to each phase, however, recognizing that the market forces will determine the time frames for the Developer to complete the remaining two phases of development.

6. Miscellaneous Provisions.

A. Notices. The Notices, referred to in Subsection IX (J) of the Agreement shall use the addresses stated above in this Amendment.

B. Lighting. Attached hereto as Exhibit C is a copy of an engineering drawing for the Project, prepared by CJ Engineering, of Brookfield, Wisconsin. The drawing shows that an originally-planned dead-end cul-de-sac was changed to a through street, named Spring Brook Drive. A street light is shown on the drawing, and is marked on the drawing as "Street Light ". Developer shall, at Developer's cost and expense, immediately, as a part of the first further development of the Project, install the Street Light. The Street Light shall be of the same type, model, and design as the other street lights already installed by the original developer.

7. Remaining Provisions. Except as necessarily amended and modified to make effective the terms and provisions of this Amendment, the terms and provisions of the Agreement, as they relate to the Future Work, shall continue to be in full force and effect.

Executed at Burlington, Wisconsin on the date first above written.

DEVELOPER:
Spring Brook Townhomes, LLC

CITY:
City of Burlington, Wisconsin

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By: _____
Craig C. Faust
Manager

By: _____
Jeannie Hefty
Mayor

Attest: _____
Diahnn C. Halbach
City Clerk

Authentication

Signatures of Craig C. Faust, Mayor Jeannie Hefty, and Diahnn C. Halbach authenticated this _____ day of _____, 2018.

John M. Bjelajac
Member of the State Bar of the
State of Wisconsin

This document drafted by:
Atty. John M. Bjelajac
State Bar No. 1015325
BJELAJAC & KALLENBACH
601 Lake Avenue
Post Office Box 38
Racine, Wisconsin 53401-0038
Phone: (262)633-9800
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City Attorney
City of Burlington

**THE MEADOWS AT PINE BROOK CONDOMINIUM
DEVELOPMENT AGREEMENT**

This Agreement is entered into by and between DJS PARTNERS, LLC, a Wisconsin limited liability partnership (the "Developer") and the CITY OF BURLINGTON, a municipal corporation of the State of Wisconsin, located in Racine and Walworth Counties (the "City")

RECITALS

WHEREAS, the Developer is the owner of the following described real estate (the "Property") described on Exhibit A, and

WHEREAS, the Developer desires to develop the Property for residential purposes, and

WHEREAS, the Developer petitioned the City and the City acted to rezone the Property to Rd-2 two family residential district as part of a PUD Planned Unit Development Overlay on March 4, 2008 and made appropriate zoning map amendments to portions of the Property in order to allow the development of the Property as a cluster development of two- family residences, and

WHEREAS, based upon the recommendation of the Plan Commission of the City, the Common Council of the City resolved on April 2, 2008 that the General Development Plan and the Detailed Site Plans, including the Condominium Plat for The Meadows at Pine Brook Condominium ("Condominium") be conditionally approved subject to various conditions including the recordation of the Plat of Condominium and the entry into a Planned Unit Development Agreement between the Developer and the City relative to the manner and method by which the Property is to be developed, and

WHEREAS, the Condominium shall consist of buildings comprising two single family units (each a "Unit") along with certain common elements ("Limited Common Elements" and "General Common Elements") as defined in the Declaration of the Condominium, and

WHEREAS, the Developer agrees to develop the Property as herein described in accordance with this Agreement.

AGREEMENTS

SECTION 1 GENERAL

- A Required Plans The Developer has presented to the City its Plat of Condominium for The Meadows at Pine Brook Condominium, a General Development Plan, Landscaping Plan, Utility Plan, Stormwater Runoff Plan, Site Grading Plan and other documentation, all of which are part of the detailed PUD prepared by CJ Engineering as of April 22, 2008, referenced as Project No 0723R16 approved on May 6, 2008 attached and incorporated herein by reference. The City and the Developer agree that the provisions of this Agreement shall apply to the Condominium development to be undertaken by the Developer.
- B Compliance with Code Subject to approved PUD variances from certain standard zoning requirements as herein set forth, the Developer, entirely at its own expense, shall construct and install all improvements identified in Section II (collectively, the "Improvements") and provide all plans, specifications and other documents in

accordance with the provisions of this Agreement and the provisions of the Municipal Code of the City of Burlington

- C Required Plans The Developer has provided detailed site grading and utility plans for the Property. The Developer shall provide such other engineering and landscaping plans as may be reasonably required and/or required by the City; which additional plans shall be subject to City approval, which shall not be unreasonably withheld
- D Existing Flora The Developer shall make reasonable efforts to protect and retain all existing trees not actually lying within proposed roadways, easement areas, drainage ways, building foundation sites, private alleys, or driveways, paths, and trails. Such trees are to be reasonably protected and preserved during construction in accordance with sound conservation practices, including the practical preservation of trees by use of walls or islands or retaining walls wherever abutting grades are altered
- E Archive Recording Documents Prior to acceptance of any improvement by the City, the Developer shall provide to the City non-diazo, matte mylar (0.004" minimum thickness) reproducible copies, as well as digital copies, of all final plans, which shall include as-built elevations, lengths and other pertinent information for sanitary sewer, storm sewer, grading certification, and water main improvements. Each original copy shall be certified by the Developer's engineer. In addition to said plans, Developer shall televise and record all sewer improvements to be dedicated to the City, and provide recordings to the City
- F Utility Alignment. Sanitary sewers, water mains and storm sewers shall each be designed and laid out in accordance with the Utility Plan presented by the Developer and approved by the City Engineer. Utilities shall be constructed within the confines of easements granted to the City as hereinafter set forth
- G Improvement Standards The Developer hereby agrees to use materials and make the various installations in accordance with the approved plans and specifications as hereinafter set forth, including those standard specifications as the Common Council or its committees may have adopted and published prior to the date of this Agreement. Current improvement standard specifications for utilities are set forth in the current edition of "Standard Specifications for Sewer and Water Construction in Wisconsin", for sanitary sewer, water system and storm sewer construction
- H Building and Occupancy Permits
 - 1 No building permit for a particular Unit shall be issued until
 - a The Site Grading Plans have been submitted to and approved by the City Engineer
 - b The Plat of Condominium has been recorded with the Racine County Register of Deeds
 - 2 No occupancy permit for a particular Unit shall be issued until
 - a The street has been paved to the Unit (except for the final lift of asphalt)

- b The gas, telephone, and electrical services to the Unit seeking the occupancy permit have been installed and are in operation
 - c All City, codes and ordinances and building codes have been complied with for the Unit, except as set forth herein
- 3 It is also understood and agreed by and between the parties hereto that upon application to the Plan Commission and the City Council, the Plan Commission may waive any requirements for installation of utilities and other improvements prior to the issuance of a building permit within the Property
 - 4 The City shall have no obligation to perform repairs or maintenance on the improvements identified in Section 1 until accepted by the City
 - 5 Notwithstanding the foregoing, building permits may be granted for model residential units for display purposes only prior to meeting the conditions set forth in subparagraph 1 above This provision shall not apply to occupancy permits

SECTION II REQUIRED IMPROVEMENTS

A. Generally The Developer, entirely at its own expense, shall, as specifically provided herein, design and install the improvements as such are defined in Chapter 278 of the Code of the City of Burlington in accordance with those sections, the approved General Development Plan, the Site Grading and Utility Plans submitted by the Developer with the PUD as directed by the City

B. Streets The Developer hereby agrees

- 1 To grade, surface and improve public streets situated with the Property in accordance with the Site Grading and Utility Plans submitted by the Developer and approved by the City Engineer prior to construction
- 2 That street improvements will be made and a first lift of asphaltic concrete pavement will be placed on the streets no later than November 15, 2008 No occupancy permits shall be issued until all such street improvements have been made in their entirety, provided that occupancy permits may be issued for Units constructed prior to the final street surfacing and landscaping

The final lift of asphaltic concrete pavement shall be placed when 50% of the condominium units have been completed, or one year from the date of the first lift, whichever is earlier

The roads and streets shall be fully completed with the final lift of asphalt concrete pavement in accordance with City specifications, and the public streets shall be presented to the City for acceptance 30 days after completion The City Engineer shall have sixty (60) days from the date Developer dedicates the street improvements to recommend acceptance to the Common Council or to advise the Developer which portions of the work are not in compliance with the plans and specifications If the Engineer recommends acceptance, the Common Council shall accept the street improvements by

Resolution forthwith. If the Engineer advises the Developer that certain portions are not in compliance, the Developer shall seek the Engineer's recommendation after it has addressed the Engineer's comments.

- 3 If necessary, to execute appropriate cross-easements benefitting The Meadows at Pine Brook Condominium Association and its members and benefitting the City for public safety purposes.

C Sanitary Sewer The Developer agrees

- 1 To construct, furnish, install and provide a complete sewerage collection system throughout the entire Property in accordance with the Site Grading and Utility Plans submitted by the Developer and approved by the City Engineer prior to construction.
- 2 That the construction of sanitary sewers will be completed in accordance with approved plans and specifications and acceptable to the Common Council no later than November 15, 2008. The improvements will be dedicated within thirty (30) days of completion. The City Engineer shall have sixty (60) days from the date Developer dedicates the improvements to recommend acceptance to the Common Council or to advise the Developer which portions of the work are not in compliance with the plans and specifications. If the Engineer recommends acceptance, the Common Council shall accept the improvements by Resolution forthwith. If the Engineer advises the Developer that certain portions are not in compliance, the Developer shall seek the Engineer's recommendation after it has addressed the Engineer's comments. See Section IV.
- 3 No occupancy permits shall be issued until the sanitary sewer line improvements have been made and until the sanitary sewer lines have been dedicated to and accepted by the City.

D Water The Developer hereby agrees

- 1 To construct, furnish, install and provide a complete system of water distribution throughout the entire Property in accordance with the Site Grading and Utility Plans submitted by the Developer and approved by the City Engineer prior to construction.
- 2 That the construction of the system of water distribution will be completed in accordance with approval plans and specifications and acceptable to the Common Council no later than November 15, 2008. The improvements will be dedicated within thirty (30) days of completion. The City Engineer shall have sixty (60) days from the date Developer dedicates the improvements to recommend acceptance to the Common Council or to advise the Developer which portions of the work are not in compliance with the plans and specifications. If the Engineer recommends acceptance, the Common Council shall accept the improvements by Resolution forthwith. If the Engineer advises the Developer that certain portions are not in compliance, the Developer shall seek the Engineer's recommendation after it has addressed the Engineer's comments. See Section IV.

- 3 That no occupancy permits shall be issued until the water distribution improvements have been made and until the water distribution lines have been dedicated to and accepted by the City

E Surface Water Drainage The Developer agrees

- 1 To construct, furnish, install and provide adequate facilities for storm and surface water drainage throughout the Property in accordance with the Site Grading and Utility Plans submitted by the Developer and approved by the City Engineer prior to construction
- 2 To record written easements with adjoining property owners providing for the use and maintenance of off-site drainage facilities servicing the Property
- 3 That the construction of the facilities for storm and surface water drainage will be completed in accordance with plans and specifications acceptable to the City Engineer no later than November 15, 2008. The storm sewer lines located in public rights-of-way will be dedicated within thirty (30) days of completion. The City Engineer shall have sixty (60) days from the date Developer dedicates the storm sewer lines located in public rights-of-way to recommend acceptance to the Common Council or to advise the Developer which portions of the work are not in compliance with the plans and specifications. If the Engineer recommends acceptance, the Common Council shall accept the improvements by Resolution forthwith. If the Engineer advises the Developer that certain portions are not in compliance, the Developer shall seek the Engineer's recommendation after it has addressed the Engineer's comments. See Section IV.
- 4 That storm sewer lines located within public rights-of-way shall be properly dedicated to and maintained by the City after acceptance. All other surface water drainage facilities within the Property shall be maintained by The Meadows at Pine Brook Condominium Association, Inc. pursuant to the provisions of the Declaration of The Meadows at Pine Brook Condominium submitted to the City, approved by the City Attorney and recorded at the office of the Racine County Register of Deeds.
- 5 That the City is authorized to come upon any the Limited or General Common Elements of any Unit for the purpose of maintaining or modifying surface water drainage. This shall be considered a right but not an obligation of the City and shall be construed as an easement in favor of the City.

F Landscaping The Developer hereby agrees

- 1 To require the General Common Elements of the Condominium to be landscaped in accordance with the Landscape Plan submitted by the Developer and approved by the City. It is intended that the Landscape Plan provide for the minimum amount of landscaping and that additional landscaping may be undertaken by the Unit Owner or Association, as applicable, subject to the terms and conditions of the Declaration.
- 2 To assure that street trees are planted as required by this Agreement and City Ordinance.

- 3 To remove and lawfully dispose of all destroyed trees, brush, tree trunks, shrubs and other natural grown and all rubbish
 - 4 To require each Unit Owner to complete landscaping the Unit and its Limited Common Elements pursuant to the Landscaping Plan within six (6) months of issuance of the occupancy permit for the lot.
- G Street Signs The Developer hereby agrees to install street signs with such design, at such locations and at such times as the City may reasonably direct or at the option of the City, to reimburse the City for the cost of the same
- H Sidewalks The Developer hereby agrees to install public sidewalks not less than four (4) feet in width as shown on the approved General Development Plan for the Property at the same time the streets are constructed
- I Other Utilities The Developer shall be responsible for and cause electrical power, telephone facilities, cable television facilities and natural gas facilities to be installed in such a manner as to make proper and adequate service available to each building and dwelling unit in the development. None of such services shall be located on overhead poles. Plans indicating the proposed location of each such utility to service the development shall be provided to the City prior to the installation of the utility

SECTION III VARIANCES AND DESIGN STANDARDS

The parties acknowledge that the Planned Unit Development concept allows for variance of certain Rd-2 standard requirements. It is agreed as follows:

- A. Variations The Developer may vary minimums from Rd-2 standards as shown on the PUD and Plat of Condominium, the General Development Plan (Final Development Plan), and other plans and drawings submitted to and approved by the City with regard to lot size, lot width, street yard setback, side yard setback, street design (including street width, terrace width and sidewalk width) and cul de sac right-of-way radius as set forth in City of Burlington Common Council Resolution 4224(119) adopted April 2, 2008
- B. Revised Development Plan The development shall be constructed and improved pursuant to and consistent with the General Development Plan and drawings submitted with the approved Preliminary Condominium Plat, and the Final Condominium Plat. Specifically:
- 1 All dwellings and garages shall be constructed within the building pads shown on the Condominium Plat and General Development Plan
 - 2 Dwellings and garages shall have minimum setbacks as shown on said Plat and Plan
 - 3 All easements shown on the Final Plat shall be recorded at the office of the Racine County Register of Deeds as appropriate
- C. Design Standards The entire development shall be laid out in accordance with the General Development Plan. Pursuant thereto:

- 1 All residences will be constructed within the building pad locations shown on the General Development Plan and Final Condominium Plat approved by the City
 - 2 All residences will be constructed consistent with facades, elevations, plans and drawings submitted to and approved by the City Plan Commission
- D Landscaping Around Units Within six (6) months from the date of issuance of an occupancy permit for the Unit, the Limited Common Elements shall be fully landscaped, if necessary, pursuant to the Landscape Plans and the approval of the Architectural Control Committee including all standards of City Codes as to installation of street trees of the size, number and spacing as required under the provisions of Section 278-65 of the City Land Division Ordinance All grass areas of the General Common Elements will be sodded or hydro seeded with foundation plantings
- E Parking Restrictions The City shall post the public streets for "no parking" on one side of street.

SECTION IV EASEMENTS, DEDICATION AND MAINTENANCE OBLIGATIONS

Subject to all of the other provisions of this Agreement and all exhibits and plans and specifications incorporated herein, it is agreed as follows

- A. Easements The Developer shall grant to the City easements over, under and across such portions of the Property as the City may reasonably request for the purpose of maintenance of the utilities dedicated to the City hereunder; provided, however, that such easements shall not substantially hinder or adversely affect the Property
- B. Dedication of Utilities The Developer shall, without charge to the City, upon completion of all of the above public utility improvements, unconditionally give, grant, convey and fully dedicate the street improvements, sanitary sewer improvements, water improvements and storm sewer improvements to the City, its successors and assigns, forever, free and clear of all encumbrances whatever, together with, including without limitation because of enumeration, all structures, mains, conduits, pipes, lines, machinery, equipment and appurtenances which may in any way be a part of or pertain to such improvements and together with any and all necessary easements for access thereto After such dedication, the City shall have the right to connect or integrate other sewer or water facilities provided hereunder as the City decides, with no payment or award to, or consent required of, the Developer Dedication shall not constitute acceptance of any improvement by the City

The improvements will be dedicated within thirty (30) days of completion The City Engineer shall have sixty (60) days from the date Developer dedicates the improvements to recommend acceptance to the Common Council or to advise the Developer which portions of the work are not in compliance with the plans and specifications If the Engineer recommends acceptance, the Common Council shall accept the improvements by Resolution forthwith If the Engineer advises the Developer that certain portions are not in compliance, the Developer shall seek the Engineer's recommendation after it has addressed the Engineer's comments The

City shall not unreasonably delay the acceptance of any dedicated improvement after receipt of the Engineer's approval of said improvement.

- C Maintenance of Dedicated Utility Improvements The City shall have the right and obligation to maintain dedicated and accepted street and utility improvements, provided that in undertaking such maintenance and repair obligations, the City, absent negligence on the part of its agents or employees, shall not be responsible for destruction of or damage to building and other improvements (i.e., private streets, driveways, walks, landscaping, etc.) and the City shall have no obligation to restore the Property as a result of maintenance and repair to such utilities except to the extent of normal backfilling to then existing surface elevations

SECTION V PAYMENT OF FEES

- A. Generally Developer shall pay all fees, expenses, costs and disbursements which they are required to pay pursuant to the Municipal Code of the City of Burlington and/or this Agreement. Unless required to be paid as a condition of the approval of this Agreement, such amount(s) shall be paid within thirty (30) days after being billed therefor. All billing of fees, expenses, costs and disbursements outlined below shall be forwarded to Developer at the address set forth herein for Notice for processing. This does not absolve Developer for financial responsibility for payment to the City.
- B. Review Professional and Inspection Fees and Costs Developer shall be responsible for payment of all fees and costs incurred by them in connection with construction and improvements contemplated by this Agreement. Payment shall be made as set forth herein.
1. Review Fees and Costs Developer shall pay the fees and costs equal to the actual technical, planning and administrative review and processing costs of the City and its consultants, and the publication costs that are associated with performing necessary reviews and approval services, relating to the CSM, Condo Plat Reviews, Site Plans, ordinances, resolutions, this Agreement, and all other reviews.
 2. Professional Fees and Costs
 - a. Legal Developer agrees to pay all of the City's legal fees and costs incurred in relation to the approval of this development, whether performed by the City Attorney or his designee, including but not limited to the review of all documents, plans and plats submitted by Developer and/or its representatives, the negotiation and drafting of this Agreement, all legal research, the drafting of any related documents (including ordinances and resolutions), as well as any time incurred in the various and miscellaneous involvements which have been required during the plan approval process.
 - b. Engineering Developer agrees to pay all of the City's engineering fees and costs incurred in relating to the approval of this development, whether provided by the City Engineer, a staff engineer or technician, or designated employee or by a consultant including, but not limited to the review of all documents, plans, CSMs and plats submitted, oversight of the development, inspections, and the cost to update the Official City Map and the City water and sewer maps.

- c Planning Developer agrees to pay all of the City's planning fees and costs incurred in relation to the approval of this development, whether provided by staff, technicians, designated employees or by a consultant included, but not limited to the review of all documents, plans, CSMs and plats submitted, and oversight of the development
- 3 Inspection Fees and Costs Developer shall reimburse the City for the costs of inspection and related services provided by the City or by a consultant on the basis of all such services rendered. The inspector of the improvements on behalf of the City shall be chosen by the City. In the event that the inspector chosen by the City for site inspection during the improvement construction phase is someone other than an employee of the City Engineer's office, the City Engineer may require involvement by his firm in oversight of those inspection processes from time to time as he deems necessary, the costs of which Developer agrees to pay
- C Cash Deposit Required Developer shall deposit, on the sole behalf of the City at a mutually acceptable depository, the sum of **\$ 34,100 00**, being the estimated total of all fees and charges enumerated in paragraph B above to cover "out-of-pocket" costs and expenses incurred by the City for legal, planning, engineering (including inspection), technical, administrative, review fees and expenses for work performed while representing the interests of the City as they relate to this Development Agreement. The sum shall be deposited in an interest-bearing account with all interest accruing also credited to the account. Itemized statements of withdrawal(s) by the City shall be furnished to Developer at the time of withdrawal. Should this amount be drawn down to below \$1,000, or an amount the City determines inadequate to cover the costs and expenses required but not yet incurred, the City shall notify the Developer that an additional deposit in an amount to be determined by the City shall be made within 45 days of the notice. Should the City fail to provide such notice, it shall directly bill the Developer for such costs and expenses, which the Developer shall then pay within 30 days of billing. In the event that the Development fails to proceed or is terminated, the Developer shall remain liable for these fees and costs
- D Sewer Connection Charges and other Fees The Developer shall pay sewer connection charges pursuant to Code of the City of Burlington Chapter 259

In addition, should the City enact new fees or change the existing fees prior to the issuance of a building permit for any of the parcels on the New CSMs, the owner of said parcel shall pay all new or changed fees at the time of application for a building permit

SECTION VI FINANCIAL GUARANTEE

- A. Letter of Credit For the public improvements required in this Agreement, the Developer shall deposit with the City a financial guarantee as provided in Code of the City of Burlington chapter 278 in the amount of **\$ 287,500 00**, the items to be included as listed in Schedule A, attached, which shall assure the faithful performance of the Developer's obligations under this Agreement

The financial guarantee shall be reduced from time to time in amounts equal to the value of improvements which have been installed, completed, and approved by the City or shall be increased in the event of delay in the installation of improvements and the escalation of costs. In no event shall the amount of the financial guarantee be reduced below the aggregate total estimated cost of the improvements not yet installed or accepted, plus Fifteen percent (15%). The City is hereby authorized to contact the Developer's financial agent directly from time to time regarding the sufficiency of the financial guarantee. If the financial guarantee is in the form of a letter of credit, each letter of credit may be drafted so as to terminate upon the passage of twelve months after acceptance by the City of all improvements covered by said letter of credit.

Reduction or withdrawal of any part of a financial guarantee as set forth in this Agreement shall be made with only the approval of the City Engineer and the City Attorney after application to the City Administrator. Such reductions, withdrawals or drawdowns may occur upon approval of elements of the plan by the City, upon consent of the City Engineer and the City Attorney, provided the guarantees and percentage excess provisions are retained. In no event shall the financial guarantee be reduced to less than a reserve amount of at least fifteen percent of the total estimated cost of an improvement (inclusive of the fifteen percent contingency) prior to the acceptance of the improvement. In no event shall the financial guarantee be reduced to less than fifteen percent of the total letter of credit prior to the passage of twelve months after the City's acceptance of the improvement. In the event of a failure by the Developer to complete any public improvement for which any financial guarantee stands as security, the City Engineer and the City Attorney may refuse to permit any reduction or withdrawal, or may require more than a fifteen percent reserve, until twelve months after acceptance of the improvement.

- B No Waiver Acceptance of the dedication of any improvement does not constitute a waiver by the City of the right to draw funds under the financial guarantee or cash deposit in escrow on account of any defect in or failure of the improvement, or failure to pay the cost thereof, that is detected or which occurs after the acceptance of the dedication.
- C Form Financial guarantees shall be approved as to form agreed to by the City Attorney. Letters of credit shall be payable to the City and shall be conditioned upon, and guarantee to the City the performance by Developer of their obligations under this Agreement.
- D Liability not Released All letters of credit, performance bonds, or cash deposits given hereunder are security devices only, which in no manner limit the liability of Developer to the City, however arising and regardless of the amount. It shall be the responsibility of Developer or their successors to provide the City not less than sixty (60) days notice of the expiration of any required letter of credit, performance bond, or cash deposit agreement herein, or the payment of the existing letter of credit amount prior to expiration date.
- E Reservation of Assessment Rights In the event that the letter of credit or performance bond does not provide sufficient funds to complete the improvements to be dedicated to the City as provided herein, in addition to the remedies for default provided to the City by this financial guarantee, the City reserves the right with notice or notice of hearing to impose special assessments or charges for any amount to

which it is entitled by virtue of this Agreement upon the development. Such special assessments or charges shall be collected on the next succeeding tax roll as are other special assessment or charges

SECTION VII GUARANTEE AND INDEMNIFICATION

- A. Guarantee of Improvements Developer shall guarantee all dedicated public improvements constructed by each respectively against defects due to faulty materials or workmanship which appear within twelve (12) months from the date of acceptance of dedication of such improvements as provided in this Agreement. Developer shall repair or replace any such improvements deemed by the City necessary to eliminate such defects and shall pay for all damages to City property or easements and all other City costs resulting from such defects during such period
- B. General Indemnification Developer shall indemnify and hold the City harmless against and from any and all liabilities, costs and expenses incurred by the City which may in any manner result from or arise in the course of, out of, or as a result of their negligence or the negligence of their agents, successors, assigns, contractors, or employees in connection with the construction of the public improvements to be dedicated to the City pursuant to this Agreement. The City shall first look to its insurance coverage before claiming under this indemnity. This indemnification shall terminate at the end of twelve (12) months and one (1) day from the acceptance of dedication of the public improvements required by this Agreement.
- C. Contract Insurance Contractors engaged by Developer to perform the work required by this Agreement within the development and public rights-of-way shall, prior to commencing such work, submit to the City acceptable proof of the following coverages. Further, these certificates shall contain a provision that coverages afforded under the policies will not be canceled until at least ten (10) days written notice has been give to the City. Developer shall file a certificate of insurance showing the City as additional insured and containing a ten (10) day notice to the City of cancellation
- 1 Unemployment and workers compensation insurance which is in strict compliance with state laws
 - 2 Comprehensive personal and public liability insurance which is not less than Five Million Dollars (\$5,000,000 00)
 - 3 Comprehensive property damage insurance having limits of not less than Five Million Dollars (\$5,000,000 00)
 - 4 Comprehensive automobile liability and property insurance for operations of all owned, hired and non-hired motor vehicles of not less than Five Million Dollars (\$5,000,000 00)
 - 5 Fire and extended coverage which shall insure against losses and damages to incomplete and completed work, materials, or equipment covering the improvements to be dedicated to the City until the same have been accepted by the City

SECTION VIII MISCELLANEOUS REQUIREMENTS

- A. Survey Monuments The Developer hereby agrees to properly place and install all survey or other monuments required by statute and ordinance, however, placement of survey monuments may be deferred until the Improvements have been completed as provided by Section 236 15(1)(h), Wisconsin Statutes
- B. Declaration of Condominium. The Developer hereby agrees to cause to be recorded at the office of the Racine County Register of Deeds the Declaration of Condominium for the Property after approval of said Declaration by the City Attorney
- C. Debris The Developer shall be responsible for cleaning up any debris resulting from construction by Developer hereunder within the Property The Developer shall clean up all debris within forty-eight (48) hours after receiving notice from the City Engineer or the Department of Public Works
- D. Clean Up During construction of all improvements required hereunder, the Developer shall be responsible for cleaning up the mud and dirt on the roadways within the Property and its abutting streets resulting from construction of such improvements The Developer shall clean the roadways within twenty-four (24) hours after receiving notice from the City Engineer or the Department of Public Works
- E. Erosion Control Erosion control shall be carried out pursuant to all applicable state codes and statutes, and to Section 278 66 of the Land Division Ordinance of the City of Burlington, as follows The Developer shall cause all grading, excavating, open cuts, side slopes and other land surface disturbances to be so mulched, seeded, sodded, or otherwise protected that erosion, siltation, sedimentation and washing are prevented, in accordance with the plans and specifications approved by the City Engineer In addition
- 1 Sod shall be laid in strips at those intervals necessary to prevent erosion and at right angles to the direction of drainage
 - 2 Temporary vegetation and mulching shall be used to protect critical areas and permanent vegetation shall be installed as soon as practical
 - 3 Construction at any given time shall be confined to the smallest practical area and for the shortest practical period of time
 - 4 Sediment basins shall be installed and maintained at all drainage ways to trap, remove and prevent sediment and debris from being washed outside the area being developed

SECTION IX. GENERAL PROVISIONS

- A. Amendments This Agreement may be amended or modified only by an instrument in writing executed by all of the parties to this Agreement
- B. Ownership The Developer certifies to the City that DJS Partners, LLC is sole owner of the Property and that there is no land contract vendor or mortgagee having an interest in the Property

- C No Waiver No waiver of any provision of this Agreement will be deemed a waiver or constitute a waiver of any other provision, nor shall it be deemed or constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement signed by both the City and the Developer; nor shall the waiver of any default under this Agreement be deemed a waiver of any subsequent default or defaults of the same type. The City's failure to exercise any right under this Agreement shall not constitute the approval of any wrongful act by the Developer or the acceptance of any improvement.
- D Attorney's Fees The Developer shall pay all City Attorney's fees related to this development as set forth in Section V. Should either party be required to resort to litigation, arbitration, or mediation to enforce the terms of this Agreement, each party shall bear its own costs and attorneys fees in their entirety.
- E Third-Party Rights No person or entity who or which is not a party to this Agreement shall have any right of action under this Agreement, except that if the City does not exercise its right within sixty (60) days following an event of default, a purchaser of a lot may bring an action in mandamus to compel the City to exercise its right.
- F Scope This Agreement constitutes an entire agreement between the parties and no statement(s), promise(s), or inducement(s) that is/are not contained in this Agreement shall be binding on the parties.
- G Time For the purpose of computing time periods for City action and other time periods herein, such times in which war, civil disasters, act of God, or extreme weather conditions occur or exist shall not be included if such times prevent the Developer or the City from performing its obligations under this Agreement.
- H Binding Effect Except as otherwise herein provided, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Developer and any successor municipality or municipal corporation to the City.
- I Enforcement Any party to this Agreement, or their respective successors or assigns, may either in law or in equity by suit, action, mandamus, or other proceedings, enforce and compel performance of this Agreement against any other party hereto and their respective successors and assigns.
- J Notice Any notice required or permitted by this Agreement shall be deemed effective when personally delivered in writing or three (3) days after notice is deposited with the U S Postal Service, postage prepaid, certified, and return receipt requested, and addressed as follows:
- | | |
|------------------|---|
| If to Developer: | DJS Partners, LLC
Suite 100
400 N Broadway
Milwaukee WI, 53202 |
| If to City | c/o City Administrator
300 N Pine Street
Burlington, Wisconsin |
- K. Immunity Nothing contained in this Agreement constitutes a waiver of the City's sovereign immunity under any applicable State law.

- L. Personal Jurisdiction and Venue Personal jurisdiction and venue for any civil action commenced by either party to this Agreement, whether arising out of or relating to the financial guarantee or cash deposit, shall be deemed to be proper only if such action is commenced in Circuit Court of Racine County, Wisconsin, unless another court is necessary to join an issuer of an financial guarantee or escrow or deposit agent. The Developer expressly waives his right to bring such action in or to remove such action to any other court, whether state or federal

- M. Terms and Definitions The definitions of terms used herein are as set forth in Chapter 236 of the Wisconsin State Statutes and in the City of Burlington Land Division Ordinance as amended from time to time unless the context requires otherwise

SECTION X NONASSIGNMENT

This Agreement, which is and shall be binding upon the Developer, the Developer's mortgagees, contractors agents, officers, employees, personal representatives, guardians, heirs, successors, individual, firm, partnership, corporation, or purchasing Unit Owners in the Condominium, shall not be assigned without the express approval of the City, which such approval shall not be unreasonably withheld, conditioned, or delayed
 There is no prohibition on the right of the City to assign its rights under this Agreement. The City shall release the original financial guarantee if it accepts new security from any subsequent owner or lender who obtains the Property. However, no act of the City shall constitute a release of the original Developer from its liability under this Agreement.

SECTION XI SEVERABILITY

If any part, term, or provision of this Agreement is held by the courts to be illegal or otherwise unenforceable, such illegality or unenforceability shall not affect the validity of any other part, term, or provision and the rights of the parties shall be construed as if the part, term, or provision was never part of the Agreement

SECTION XII RECORDATION

The City shall file an original copy of this Agreement in the office of the City Clerk of the City of Burlington, Racine County, Wisconsin. In addition, the City may record either an original copy or copy of this Agreement in the office of the Racine County Register of Deeds

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this ____ day of _____, 2008

DJS PARTNERS, LLC

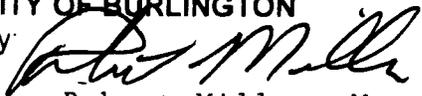
By: John Didier, Manager

State of Wisconsin)
)
 County of Racine)

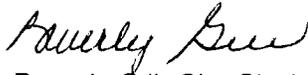
Personally came before me this ___ day of _____, 2008, the above named John Didier, to me known to be the Manager of DJS PARTNERS, LLC, and acknowledged that he executed the foregoing instrument as the agreement of said DJS PARTNERS, LLC by its authority

Notary Public, State of Wisconsin
My commission

CITY OF BURLINGTON

By: 
Robert Miller, Mayor

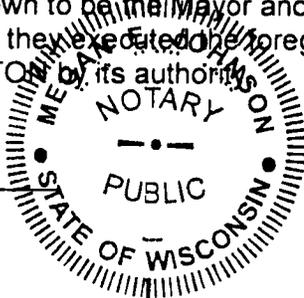
ATTEST

By: 
Beverly Gill, City Clerk

State of Wisconsin)
)
County of Racine)

Personally came before me this 30th day of July, 2008, the above named Robert Miller and Beverly Gill, to me known to be the Mayor and the City Clerk of the CITY OF BURLINGTON, and acknowledged that they executed the foregoing instrument as the agreement of said CITY OF BURLINGTON by its authority.


Notary Public, State of Wisconsin
My commission 11-1-2009



APPROVED


Thomas C Kircher, City Attorney

EXHIBIT A
DESCRIPTION OF PROPERTY

Section 1.

Owner: McWan Homes, LLC
Applicant: C J Engineering, LLC
Applicant Address: 13005 W Bluemound Road, St. 250, Brookfield, WI
Location: 5816, 5826, 5840 S Pine Street.

Legal Description:

A DIVISION OF CERTIFIED SURVEY MAP NO 1312 AND LANDS IN THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 AND THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 2 NORTH, RANGE 19 EAST, IN THE CITY OF BURLINGTON, RACINE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION, THENCE N 89°02'24" E ALONG THE SOUTH LINE OF SAID 1/4 SECTION 802.79 FEET TO THE POINT OF BEGINNING OF LANDS TO BE DESCRIBED; THENCE N 22°39'02" W ALONG THE EAST LINE OF SPRING BROOK LANDING SUBDIVISION 172.13 FEET, THENCE N 76°49'50" E 398.77 FEET TO A POINT ON THE WESTERLY LINE OF S T H "83" ALSO KNOWN AS SOUTH PINE STREET THENCE SOUTH 24°30'39" EAST ALONG SAID WESTERLY LINE 85.61 FEET, THENCE S 10°07'13" E ALONG SAID WESTERLY LINE 191.65 FEET, THENCE S 27°25'13" E ALONG SAID WESTERLY LINE 20.31 FEET, THENCE S 69°58'54" W 356.56 FEET TO THE EAST CORNER OF SAID SUBDIVISION, THENCE N 22°39'02" W ALONG THE EAST LINE OF SAID SUBDIVISION 170.07 FEET TO THE POINT OF BEGINNING

LANDS CONTAINING 121,173 SQUARE FEET OR 2.7817 ACRES
EXCEPTING FROM THIS THE AREA WITHIN THE 100-YEAR RECURRENCE INTERVAL FLOOD PLAIN

Section 2.

Owner: McWan Homes, LLC
Applicant: C.J Engineering, LLC
Applicant Address: 13005 W Bluemound Road, St 250 Brookfield, WI
Location: Lots 17-35 and Outlot 2 in the Springbrook Landing Subdivision, located on S Pine Street north of Yahnke Road.

Legal Description:

LOTS 17-35 AND OUTLOT 2 IN SPRING BROOK LANDING, BEING A SUBDIVISION LOCATED IN PART OF THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 2 NORTH, RANGE 19 EAST, IN THE CITY OF BURLINGTON, RACINE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS

COMMENCING AT THE NORTHWEST CORNER OF SAID ¼ SECTION, THENCE NORTH 89°02'24" EAST ALONG THE NORTH LINE OF SAID 1/4 SECTION 802.79 FEET, THENCE SOUTH 22°39'02" EAST 109.39 FEET TO A POINT "A". THENCE S 67°18'46" W 18.37' TO THE POINT OF BEGINNING OF LANDS TO BE DESCRIBED; THENCE SOUTHWESTERLY 143.16 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHEAST, WHOSE RADIUS IS 62.00 FEET, AND WHOSE CHORD BEARS S 44°50'24" W 113.41 FEET, THENCE SOUTHEASTERLY 31.00 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHWEST, WHOSE RADIUS IS 38.00 FEET AND WHOSE CHORD BEARS S 02°03'11" W 30.15 FEET, THENCE SOUTHWESTERLY 133.33 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHEAST, WHOSE RADIUS IS 770.00 FEET, AND WHOSE CHORD BEARS S 20°25'32" W 133.17 FEET, THENCE S 15°27'54" W 83.25 FEET, THENCE SOUTHWESTERLY 197.98 FEET ALONG THE ARC OF A CURVE WHOSE CENTER IS TO THE NORTHWEST, WHOSE RADIUS IS 373.00 FEET, AND WHOSE CHORD BEARS S 30°40'15" W 195.67 FEET, THENCE SOUTHWESTERLY 225.37 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHEAST, WHOSE RADIUS IS 427.00 FEET, AND WHOSE CHORD BEARS S 30°45'21" W 222.77 FEET, THENCE NORTH 74°22'10" WEST 167.85 FEET, THENCE NORTHEASTERLY 268.93 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHEAST, WHOSE RADIUS IS 515.00 FEET, AND WHOSE CHORD BEARS N 29°05'36" E 265.88 FEET, THENCE N 44°03'11" E 57.57 FEET, THENCE NORTHEASTERLY 91.68 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTHWEST, WHOSE RADIUS IS 190.00 FEET, AND WHOSE CHORD BEARS NORTH 30°13'48" EAST 90.79 FEET, THENCE N 16°24'26" E 43.68 FEET, THENCE NORTHEASTERLY 47.24 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHEAST, WHOSE RADIUS IS 65.00 FEET AND WHOSE CHORD BEARS N 37°13'54" E 46.21 FEET, THENCE N 24°15'09" E 176.62 FEET, THENCE N 29°10' 08" E 80.81 FEET, THENCE N 63°59'06" E 111.86 FEET THENCE S 35°09'00" E 99.57 FEET TO THE POINT OF BEGINNING

TOGETHER WITH

COMMENCING FROM SAID POINT "A", THENCE S 22°39'02" E 60.68 FEET, THENCE S 20°54'55" W 77.47 FEET TO THE POINT OF BEGINNING OF LANDS TO BE DESCRIBED; THENCE CONTINUING S 20°54'55" W 53.53 FEET, THENCE S 22°17'37" E 171.00 FEET, THENCE S 28°28'36" W 317.03 FEET, THENCE N 48°55'34" W 16.24' FEET, THENCE S 28°27'09" W 44.44 FEET, THENCE SOUTHWESTERLY 83.69 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHEAST, WHOSE RADIUS IS 287.50 FEET, AND WHOSE CHORD BEARS S 20°06'47" W 83.40 FEET, THENCE N 76°13'11" W 157.43 FEET, THENCE NORTHEASTERLY 183.84 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHEAST, WHOSE RADIUS IS 373.00 FEET, AND WHOSE CHORD BEARS N 31°45'22" E 181.99 FEET THENCE NORTHEASTERLY 226.65 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTHWEST, WHOSE RADIUS IS 427.00 FEET, AND WHOSE CHORD BEARS N30°40'16" E 224.00 FEET THENCE N 15°27'54" E 83.25 FEET, THENCE NORTHEASTERLY 115.76 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHEAST WHOSE RADIUS IS 716.00 FEET, AND WHOSE CHORD BEARS N 20°05'47" E 115.63 FEET, THENCE NORTHEASTERLY 57.74 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHEAST, WHOSE RADIUS IS 38.00 FEET, AND WHOSE CHORD BEARS N 67°40'45" E 52.34 FEET TO THE POINT OF BEGINNING

LANDS CONTAINING 198,576 SQUARE FEET OR 4.5587 ACRES
EXCEPTING FROM THIS THE AREA WITHIN THE 100-YEAR RECURRENCE INTERVAL FLOOD PLAIN

**SCHEDULE A
FINANCIAL SURETIES REQUIRED
MEADOWS AT PINE BROOK**

LETTER OF CREDIT OR SUBDIVISION BOND

Construction Costs		
1)	Sanitary Sewer	\$ 26,500
2)	Water Main	\$ 49,500
3)	Storm Sewer	\$ 22,500
4)	Public Roadway	\$ 50,000
5)	Demolition	\$ 45,000
6)	Grading and Erosion Control	\$ 56,500
	Contingency +15%	<u>\$ 37,500</u>
Total		\$ 287,500

CASH DEPOSIT

ENGINEERING REVIEW COSTS

1)	Plan Review	\$ 4,500	
2)	Inspection	<u>\$ 15,000</u>	(Incl Storm Water Pond cert)
	Sub-total	\$ 19,500	

ATTORNEY FEES, PLANNER AND ADMINISTRATIVE COSTS

1)	Attorney Fees	\$ 6,000	
2)	Administrative Costs	\$ 400	(publication)
3)	City Planner's Costs	<u>\$ 8,200</u>	
	Sub-total	\$ 14,600	

CASH DEPOSIT TOTAL \$ 34,100

THE MEADOWS AT PINE BROOK CONDOMINIUM

LOTS 1 AND 2 OF CERTIFIED SURVEY MAP NO. 2914 RECORDED AS DOCUMENT NO. 2182791 AND OUTLOT 1 OF CERTIFIED SURVEY MAP NO. 2916 RECORDED AS DOCUMENT NO. 2182792 AND OUTLOT 2 OF THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 2 NORTH, RANGE 19 EAST, IN THE CITY OF BURLINGTON, RACINE COUNTY, WISCONSIN.

Vol 3 Pg 539

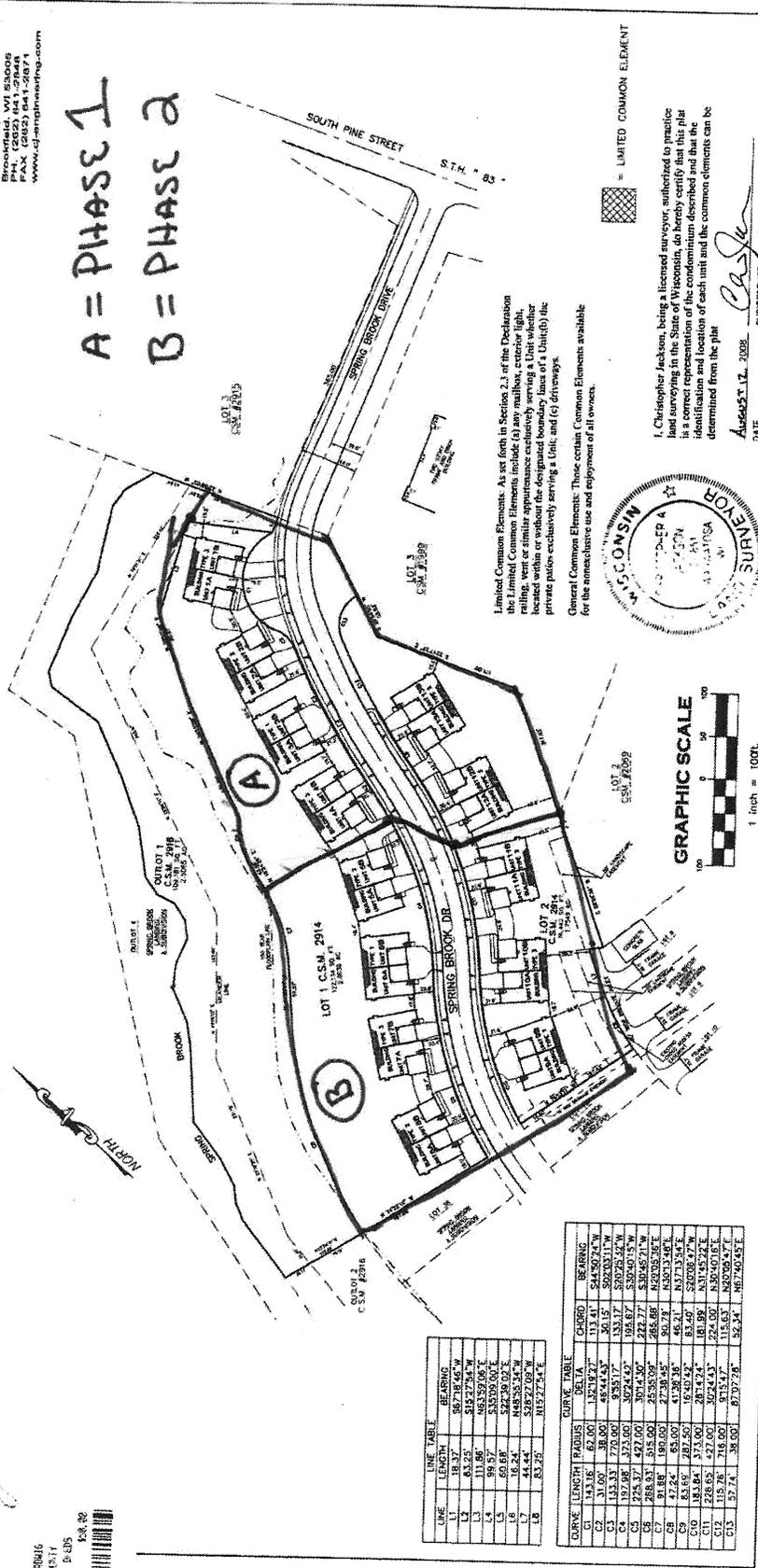
CONTAINING: 307,787 SQUARE FEET 7.0681 ACRES

DOC # 2105304
 Record
 Aug. 18, 2008 RT 03:15PM

James A. Harding

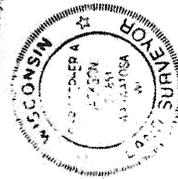
GINES A. LORING
 PLAINFIELD, WI 53099
 920 S. W. B. DR.
 PLAINFIELD, WI 53099
 TEL: 262.244.4444
 FAX: 262.244.4444
 WWW: GJ-ENGINEERING.COM

A = PHASE 1
 B = PHASE 2



Limited Common Elements: As set forth in Section 2.1 of the Declaration the Limited Common Elements include, but are not limited to, the railing, vent or similar appearance exhaustive service, the private patio exclusively serving a Unit, and (c) driveways.

General Common Elements: These certain Common Elements available for the annexance use and enjoyment of all owners.



1. Christopher Jackson, being a licensed surveyor, authorized to practice land surveying in the State of Wisconsin, do hereby certify that this is a correct representation of the condominium described and that the identification and location of each unit and the common elements can be determined from the plat.

Accessed: 12. 2008
 DATE
 CHRISTOPHER JACKSON, R.L.S.
 REGISTERED LAND SURVEYOR 5-2861



LINE	LENGTH	BEARING
L1	18.37	S82°27'54\"
L2	83.25	S14°27'54\"
L3	111.86	N83°29'06\"
L4	99.57	S32°29'06\"
L5	16.84	S82°27'54\"
L6	44.84	S82°27'54\"
L7	44.84	S82°27'54\"
L8	83.25	N82°27'54\"

CURVE	LENGTH	CHORD	DELTA	BEARING
C1	113.16	38.00	113.17	S24°50'24\"
C2	31.00	38.00	48.44	S113°17'00\"
C3	153.53	170.00	93.51	S20°25'11\"
C4	127.08	173.00	102.42	S20°40'15\"
C5	218.37	427.00	307.50	S30°45'21\"
C6	81.88	180.00	158.86	N23°05'26\"
C7	47.24	65.00	47.38	N37°13'45\"
C8	83.69	287.50	16.30	S20°08'27\"
C9	228.84	373.00	287.42	N31°45'22\"
C10	118.78	314.00	174.53	N30°40'16\"
C11	57.74	38.00	57.74	N82°27'54\"

EXHIBIT B

10+00 11+00 12+00 13+00 14+00

15+00 16+00 17+00 18+00 19+00

EXISTING GRADES:
 --- 40 FEET RT OF C
 --- C
 - - - 40 FEET LT OF C

NOTE: FOR SANITARY SEWER CONTRACTOR SHALL VERIFY EXISTING SIZE, LOCATION AND ELEVATION OF EXISTING SANITARY SEWER AND MAKE CONNECTION. ADJUST RIM TO 770.85 AND FORM PROPOSED CONCRETE WALK AROUND SANITARY RIM.

NOTE: FOR WATER MAIN CONTRACTOR SHALL VERIFY EXISTING SIZE, LOCATION AND ELEVATION OF 8" VALVE AND REMOVE AND SALVAGE. MAKE CONNECTION TO EXIST. 8" MAIN AFTER REMOVAL.

PROPOSED 8" SANITARY SEWER

EXISTING 8" VALVE STA ±11+01.02 (14'-48" LT) CONTRACTOR SHALL VERIFY, REMOVE & SALVAGE EXIST. 8" VALVE. CONTRACTOR SHALL ALSO VERIFY EXISTING 8" WATER MAIN SIZE, LOCATION & ELEVATION & MAKE CONNECTION

Street Light

1-1/2" TYPE "K" COPPER WATER SERVICE 38' LENGTH, STA 14+83

1-1/2" TYPE "K" COPPER WATER SERVICE 33.5' LENGTH, STA 13+83

1-1/2" TYPE "K" COPPER WATER SERVICE 35.5' LENGTH, STA 12+75

PROPOSED 1-1/2" WATER SERVICE

SEE N STORM M RIM - 71 15' N - 15' S -

EXISTING GAS MAIN CAUTION

PROPOSED 8" WA

8" X 8" TEE HYDRANT ASSEMBLY STA 13+11.33 (8.00' RT) 4-5-6" PVC HYD. LEAD 6" GATE VALVE WITH VALVE BOX HYD. FULLY RESTRAINED NOZZLE EL ±773.75

NOTE: FOR MAIN INDICATE PROPOS

APARTMENT BUILDING TWO STORY

8" VALVE STA 11+02 45' BEND STA 11+04 8" SLEEVE STA 11+06

EXISTING 1" COPPER WATER SERVICE & 6" PVC SANITARY LATERAL BUILDINGS 4-16 TO CONNECT TO NEAREST INSTALLED LATERALS (TYP.)

EXISTING CURB STOPS

EXISTING ELECT. AND TELE. PEG. TO BE RELOCATED

EXISTING 8" GATE VALVE

8" GATE VALVE

EXISTING 8" GATE VALVE

SALVAGED 8" VALVE 45' BEND STA 11+02 TO 11+06





DATE: September 18, 2018

SUBJECT: ORDINANCE 2041(7) To consider a rezone for property located at S. Kane Street (at Industrial Drive) from A-1, Agriculture/Holding District to M-2, General Manufacturing District.

SUBMITTED BY: Gregory Guidry, Building Inspector

BACKGROUND/HISTORY:

This item is to consider recommending approval of a rezone request from the Kurt Petrie on behalf of Lynch Ventures for property located at S. Kane Street (at Industrial Drive). The applicant is requesting to rezone the property from A-1, Agriculture/Holding District to M-2, General Manufacturing District. The applicant proposes to develop a parking lot that would be used for truck storage only.

BUDGET/FISCAL IMPACT:

N/A

RECOMMENDATION:

The Plan Commission and City Staff recommend approval of this rezone request.

TIMING/IMPLEMENTATION:

This item is for discussion at the September 18, 2018 Committee of the Whole meeting, scheduled for a Public Hearing the same night and for final consideration at the October 2, 2018 Common Council meeting.

Attachments

Ord 2041(7)
Rezone map

**AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP BY REZONING S. KANE STREET
(AT INDUSTRIAL DRIVE) FROM A-1, AGRICULTURAL/HOLDING DISTRICT TO M-2, GENERAL
MANUFACTURING DISTRICT**

WHEREAS, Kurt Petrie, applicant, requests property located at S. Kane Street (at Industrial Drive), as described in Attachment "A" to be rezoned to M-2, to add a parking lot on vacant land for storage of vehicles produced by LDV; and,

WHEREAS, this request was heard at, and recommended for approval by the Plan Commission at their September 11, 2018 meeting; and,

WHEREAS, a public hearing was held regarding this matter at the Common Council's September 18, 2018 meeting.

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

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

Owner:	Lynch Ventures
Applicant:	Kurt Petrie, (owner's agent)
Location of Request:	S. Kane Street (at Industrial Drive)
Existing Zoning:	A-1, Agricultural/Holding District
Proposed Zoning:	M-2, General Manufacturing District
Proposed Use:	To add a parking lot on vacant land for storage of vehicles produced by LDV

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

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

NOW THEREFORE BE IT FURTHER ORDAINED that the City Clerk shall provide a copy of this ordinance to Planning and Development Director, Julie Anderson, of Racine County Planning and Development, located at 14200 Washington Ave., Sturtevant, WI 53177.

Introduced: September 18, 2018
Adopted:

Jeannie Hefty, Mayor

Attest:

Diahnn Halbach, City Clerk

ATTACHMENT A

Legal Description

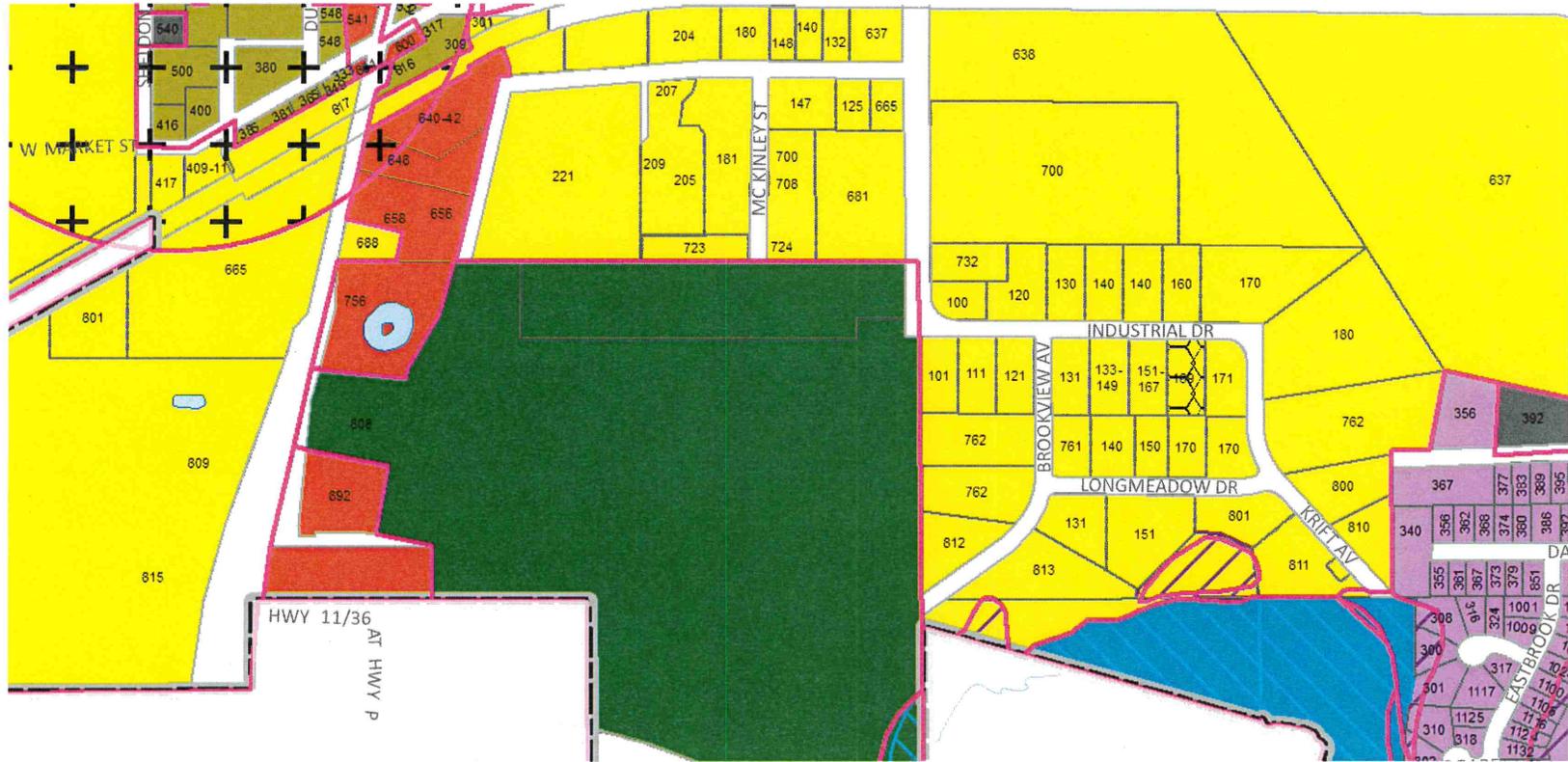
206-02-19-05-065-100

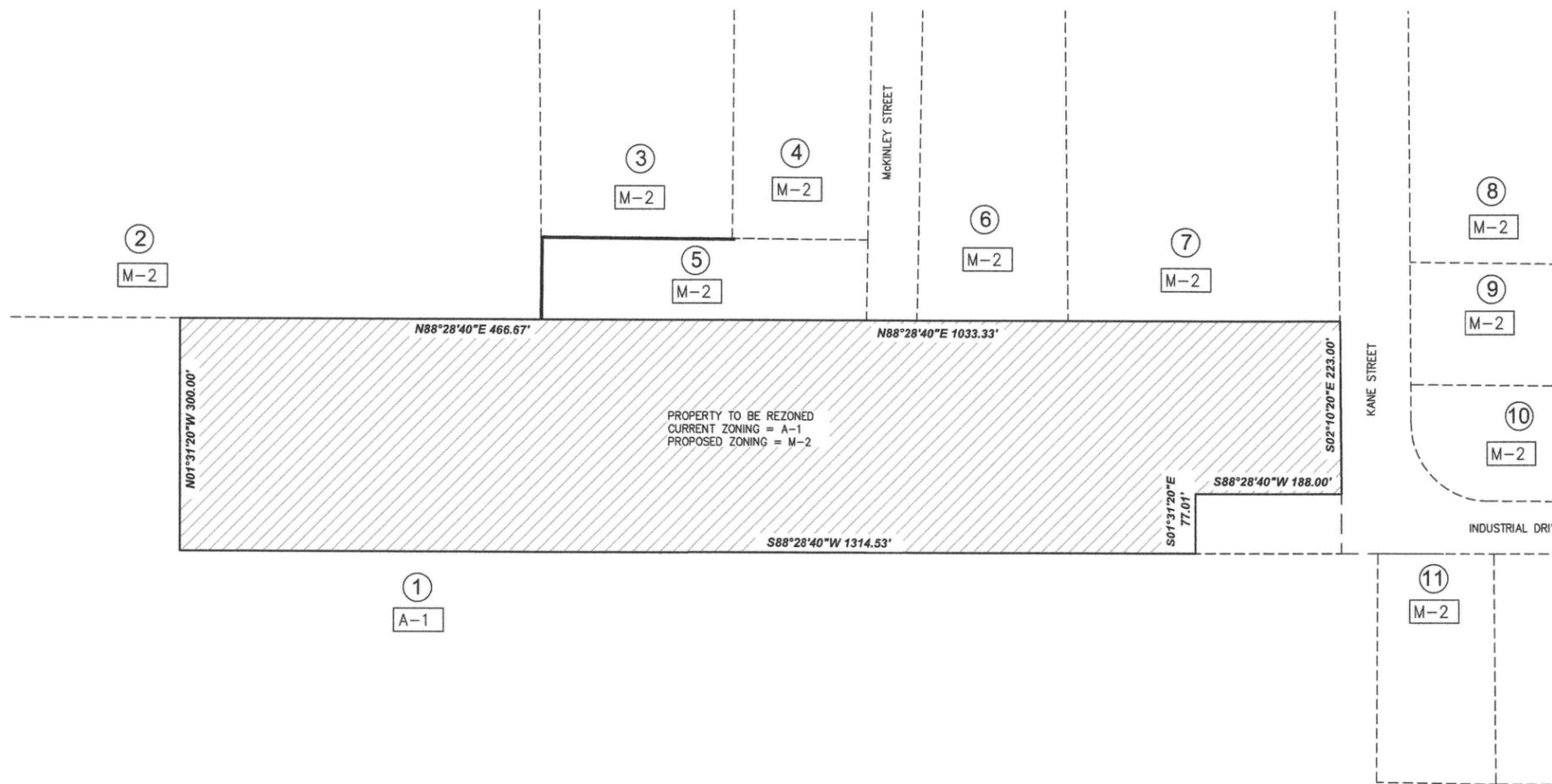
S. KANE STREET (at INDUSTRIAL DRIVE)

RT OF THE LANDS DESCRIBED IN QUIT CLAIM DEED, DOCUMENT NO. 1738118, LOCATED IN THE NORTHWEST $\frac{1}{4}$ OF SECTION 5, TOWNSHIP 2 NORTH, RANGE 19 EAST, CITY OF BURLINGTON, COUNTY OF RACINE, STATE OF WISCONSIN, DESCRIBED MORE PARTICULARLY AS FOLLOWS:

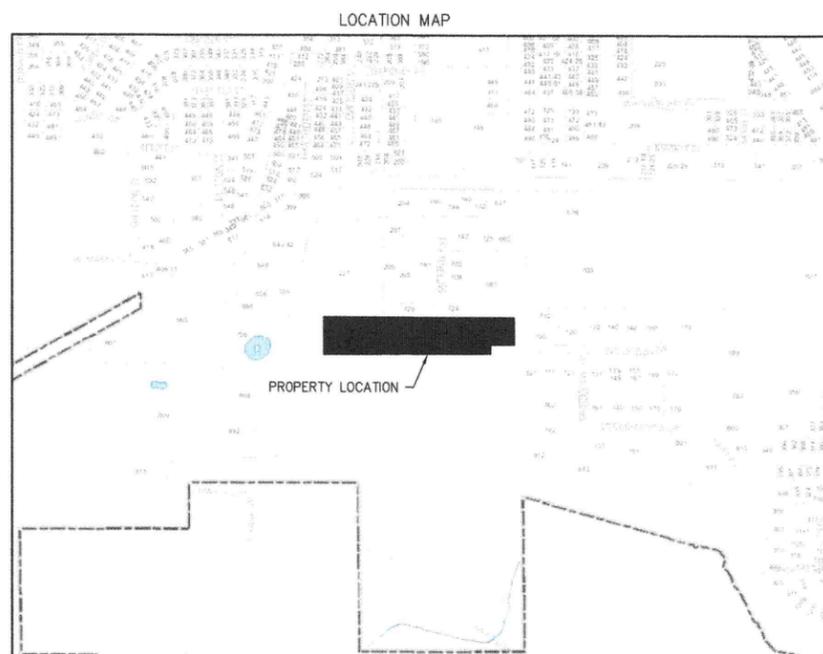
BEGINNING AT THE SOUTHWEST CORNER OF PARCEL TWO OF CERTIFIED SURVEY MAP NO. 1039 AS RECORDED NOVEMBER 3, 1983 IN VOLUME 3 OF CERTIFIED SURVEY MAPS, PAGES 100-103; THENCE ALONG THE NORTH LINE OF THE LANDS DESCRIBED IN SAID QUIT CLAIM DEED, DOCUMENT NO. 1738118, N 88°28'40" E, 1033.33 FEET TO THE WEST RIGHT-OF-WAY LINE OF SOUTH KANE STREET; THENCE S 2°10'20" E ALONG SAID RIGHT-OF-WAY, 223.00 FEET; THENCE PARALLEL WITH THE AFOREMENTIONED NORTH LINE OF THE LANDS DESCRIBED IN QUIT CLAIM DEED, DOCUMENT NO. 1738118, S 88°28'40" W, 188.00 FEET; THENCE S 1°31'20" E, PERPENDICULAR TO SAID NORTH LINE, 77.01 FEET; THENCE 88°28'40" W, PARALLEL WITH SAID NORTH LINE, 1314.53 FEET; THENCE N 1°31'20" W, PERPENDICULAR TO SAID NORTH LINE; THENCE N 88°28'40" E ALONG SAID NORTH LINE, 466.67 FEET TO THE PLACE OF BEGINNING.

SAID PARCEL CONTAINS 10.01 ACRES, MORE OR LESS.





LOT NUMBER	OWNER ADDRESS	EXISTING USE
①	SUZANNE E HUGHES REV TRUST DATED 12/14/99 8190 CAUSEWAY BLVD S ST. PETERSBURG, FL 33707	VACANT
②	TFS ACQUISITION LLC 221 FRONT STREET BURLINGTON, WI 53105	GENERAL MANUFACTURING
③	FEROX PROPERTIES LLC 205 FRONT STREET BURLINGTON, WI 53105	GENERAL MANUFACTURING
④	LYNCH VENTURES LLC 2300 BROWNS LAKE DR. BURLINGTON, WI 53105	GENERAL MANUFACTURING
⑤	H&P ENTERPRISES OF BURLINGTON LLC 2305 S BROWNS LAKE RD BURLINGTON, WI 53105	GENERAL MANUFACTURING
⑥	KASTER C/O K&I STORAGE PO BOX 550 BURLINGTON, WI 53105	GENERAL MANUFACTURING
⑦	J&J BURLINGTON LLC 775 BAYWOOD DRIVE SUITE 318 PETALUMA, CA 94954	GENERAL MANUFACTURING
⑧	WISCONSIN ELECTRIC PO CO 231 WEST MICHIGAN STREET MILWAUKEE, WI 53201	GENERAL MANUFACTURING
⑨	GARY A HENNING TERRY PICHLER 732 KANE STREET BURLINGTON, WI 53105	GENERAL MANUFACTURING
⑩	FETES TRUST GERALD J & CAROL PO BOX 8 BURLINGTON, WI 53105	GENERAL MANUFACTURING
⑪	SHANNON CLISP LLC PO BOX 222 BURLINGTON, WI 53105	GENERAL MANUFACTURING



- LEGEND**
- M-2 - GENERAL MANUFACTURING
 - A-1 - AGRICULTURAL/HOLDING

LDV PARKING LOT
BURLINGTON, WI

LYNCH & ASSOCIATES
ENGINEERING CONSULTANTS, LLC

ZONING EXHIBIT

NO. _____ BY _____ DATE _____

ISSUED FOR REVIEW

PLAN DATE 08.18
DESIGNED BY DKV

0 100'
SCALE

PROJECT NO.
15.038

SHEET NO.
1 OF 1



DATE: September 18, 2018

SUBJECT: MOTION 18-912 - To approve a revision to the City of Burlington Employee Handbook.

SUBMITTED BY: Carina Walters, City Administrator

BACKGROUND/HISTORY:

The Common Council approved the Employee Handbook in 2017. As part of best practices and being proactive, the Common Council will approve additional policies and directives for the City of Burlington Employees to adhere to. There are two policies the Common Council is asked to approve:

- **Return to Work Policy** - The City is committed to providing a safe and healthy work environment for all employees. As such, we shall make every reasonable effort to provide suitable temporary employment to any employee unable to perform his or her job duties as a result of a workplace injury or illness. This may include modification to the employee's original position, providing that this does not create an undue hardship to the City.
- **Non-Discrimination, Anti-Harassment and Anti-Retaliation Policy** - The City of Burlington takes a strong stance to ensure all employees have the right to work in an environment free of all forms of unlawful harassment, discrimination and retaliation. The City of Burlington will not tolerate, condone, or allow harassment, discrimination or retaliation by any employee, elected or appointed official, or other non-employees who conduct business with the City.

For those Alderman new to the Common Council, attached is the approved 2017 Employee Handbook; however, the Return to Work Policy is on page 36 and the revised Non-Discrimination, Anti-Harassment and Anti-retaliation Policy begins on page 49.

BUDGET/FISCAL IMPACT:

There is none.

RECOMMENDATION:

Staff recommends that Council approve the revised Employee Handbook.

TIMING/IMPLEMENTATION:

This item is for discussion at the September 18, 2018 Committee of the Whole meeting and is scheduled for final consideration at this evening's Common Council meeting.

Attachments

Revised Employee Handbook

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

As an organization we are committed to continuous improvement.

City of Burlington

Employee Handbook

Page 1

Page 1

NOTES:

The terms of collective bargaining agreements, if present, are intended to control where a direct conflict exists with this Employee Handbook.

This Employee Handbook does not address the employer/employee relationship between the City of Burlington and its elected officials, or officials appointed to its various boards, authorities, committees, commissions, corporations, and advisory groups.

This Employee Handbook does not control the employer/employee relationship where authorities have been specifically granted to Library Boards under Chapter 43 of Wisconsin Statutes.

This Employee Handbook does not control the employer/employee relationship where authorities have been specifically granted to Police and Fire Commissions under Chapter 62 of Wisconsin Statutes.

This Employee Handbook does not control the employer/employee relationship where authorities have been specifically granted to Judges under Chapter 755 of Wisconsin Statutes.

Employees on leave are still considered employees and able to accrue benefits except as noted in this handbook.

INTRODUCTION

The employees of the City of Burlington are its most valuable resource. This Employee Handbook serves as a guide to the employer-employee relationship. It is not intended to address all possible applications of, or exceptions to, the general policies and procedures described. Questions concerning eligibility for a particular benefit, or the applicability of a

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

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

RECEIPT FOR EMPLOYEE HANDBOOK

I acknowledge that I have received a copy of the City of Burlington Employee Handbook. I will read it thoroughly, including the statements in the introduction describing the purpose and effect of the Handbook. If there is any policy or provision in the Handbook that I do not understand, then I understand it is my responsibility to seek clarification from the Administrator or Department Head. No supervisor or other representative of the City (except the City Administrator) has the authority to enter into any agreement for employment, or to make any agreement as to my employment, benefits or compensation, and I understand that such an agreement must be in writing, intended to be a contract, and approved by the Common Council at a duly-noticed meeting and executed by the Mayor and attested by the Clerk. In addition, I understand that this Handbook contains City of Burlington policies and practices in effect on the date of publication. I understand that nothing contained in the Handbook may be construed as creating a promise of future benefits or a binding contract with the City of Burlington for benefits or for any other purpose. I also understand that these policies and procedures are continually evaluated and

may be amended, modified or terminated at any time by the City. I understand my employment is at will and I may terminate my employment at any time or the City may terminate my employment for any lawful reason or no reason and with or without notice.

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GENERAL INFORMATION

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

Appendix A: Non-Discrimination and Anti-Harassment Policy

Appendix B: Health Insurance Privacy Policy

Appendix C: Americans with Disabilities Act (ADA)

Appendix D: Grievance Policy and Procedure

Appendix E: Flextime Policy for Exempt Employees

Appendix F: Electronic Tablet Usage

Appendix G: Social Media and Networking

Appendix H: Receipt of Handbook

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

Equal Employment Opportunity Policy Statement

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

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

The City will not refuse to hire or to keep employed an individual because of an arrest or conviction record unless it is determined that there is a substantial relationship to the position with the City and the circumstances of the conviction or pending charges, or if employment depends on the ability of the individual to be bonded and the individual is not bondable due to an arrest or conviction record. An employee's failure to maintain a

necessary qualification for a job that may emanate from an arrest or conviction, such as suspension of a license, may also be considered by the City and may result in termination or other change in employment status. The City reserves all rights to conduct its own investigations and make decisions from its own investigations regarding any matter germane to an arrest or conviction related situation. The City may refuse to hire an applicant or may suspend from employment an employee who is subject to a pending criminal charge, if the circumstances of the charge substantially relate to the responsibilities of the job applied for or held.

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

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

Conflict of Interest and Outside Employment Statement

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

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

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

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

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

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

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

PERFORMANCE AND PAY

Personnel Records

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

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

Personnel Files

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

The Payroll & Benefits Coordinator and/or HR will maintain personnel records for all employees. Personnel records include, but may not be limited to: applications, wage rates,

attendance records, classification materials, performance appraisals, change of status forms, and all disciplinary documents. Employees should report all changes in personnel status immediately in order to keep personnel files current.

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

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

Probation Period

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

Fire department - 1 year

Dispatchers – 1 year

Library Aides – 1 year

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

Exempt Salaried Employees

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

six bi-weekly amounts to compute their bi-weekly pay. For additional information on the Flexitime Policy reference Appendix E.

Job Classifications

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

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

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

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

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

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

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

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

Hours of Work

The work week for the City of Burlington is normally Sunday through Saturday unless a different work week is assigned. The City may prescribe a longer work period for police

officers and firefighters up to 28 days. A regular work week for full-time employees consists of at least 37 hours.

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

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

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

Performance Reviews

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

Promotions or Transfers

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

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

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

Longevity Pay

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

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

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

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

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

Premium Pay/Compensatory Time for Non-Exempt hourly employees

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

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

Non-Exempt Employees

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

Department of Public Works

The Department of Public Works requires employees to be scheduled on call for a period of one week, for example: Monday at 7:00 a.m. to the following Monday at 7:00 a.m. The weekly on call shift will rotate among the employees as specified by the Director of Public Works. While on-call duty and outside of scheduled hours, if an employee is called in and then reports to the worksite as a result of the call in, then the employee will be paid a minimum of two (2) hours call in pay or the hours worked, whichever is greater.

Employee's that are not scheduled on call and need to come into work, would also receive the minimum two (2) hours call in pay or the hours worked, whichever is greater. On call is defined as the time an employee spends away from work but required to be ready and available for work, should the need arise. Ready for work means the employee is free to use his or her time for personal uses but is also physically and mentally able and ready for work, has not been consuming alcohol or other mind altering substances, does not have any limitation preventing work, and has the availability of being contacted and responding within 20 minutes. Employees who are scheduled on-call and do not fulfill their on call responsibilities, including reporting within the mandatory response time and working efficiently and productively, may be subject to disciplinary consequence up to and including discharge.

The Official Pay Plan

The salary ranges and position titles as maintained by the Administration shall constitute the Official Pay Plan for all employees of The City of Burlington except the City Manager and Represented Employees.

The City Administrator, as chief administrative officer of the City, shall be responsible to the Common Council for the administration and interpretation of the Official Pay Plan and shall set salaries for all employees within the limits of the salary ranges established herein. The City Administrator shall apprise the Common Council from time to time regarding the appropriateness of municipal salary levels, taking into consideration cost of living, area employment conditions, level of employee performance and other appropriate factors. All salary adjustments shall be authorized by the City Administrator following consideration of recommendations by department heads, who shall certify each employee's eligibility and qualifications for such salary adjustment. The City Administrator shall apprise the Common Council of compensation adjustments for the Executive Staff during the annual budget review process or at the time of original appointment. The City Administrator is further authorized to establish and administer an employee evaluation and development program to be used to determine employee job effectiveness, performance, and individual employee development. Such a program serves as an important factor in consideration of employee salary adjustments. Additionally, the City Administrator shall have the authority to establish personnel review boards to administratively review and recommend employees for probation and salary adjustments.

Establishment of Salary Ranges and Position Titles

Establishment of Salary Ranges and Position Titles The Official Pay Plan for City service consists of the established annual pay ranges and the titles of regular, fulltime positions which are to be compensated within each pay range. The City Administrator recommends adjustments to the salary plan from time to time, which become effective when approved by the City Council. The Official Pay Plan establishes salary ranges which recognize that individual ability and exhibited job performance are the basic considerations in salary administration. The Plan also recognizes that it is desirable to provide the opportunity for

employees to attain, within a reasonable period following employment, a salary level appropriate to their position and skills exhibited based on their performance. The various ranges are available upon request from the City Administrator.

Pay Range: For each Grade correlating to a job title, there are eleven steps within each range, with Step 1 being the lowest and Step 11 the highest. Progression through each step is based solely on exhibited performance.

Original Appointment

Employees shall normally be appointed at the minimum level of the range authorized for the position, or Step 1. However, employees may be hired at a level higher than the minimum with the expressed approval of the City Administrator, who shall have authority to establish initial employment compensation at any salary level within the range authorized by the Common Council for the position. In no case will a new employee be appointed to a step higher than Pay Step 3 unless special approval is granted by the City Administrator. No employee shall be considered for regular appointment or salary increase if he/she is determined to not satisfactorily perform the assigned duties of the position. The City Administrator may authorize increases larger than one step, subject to budgetary constraints, if the performance and skills exhibited during the probationary period warrant additional compensation

Salary and Wages

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

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

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

Administration of Plan

After the initial pay step increase, each subsequent increase will be based on the employee's annual January 1 performance evaluation and will take into consideration demonstrated satisfactory job performance. The increment salary increase shall generally follow the pay steps established by the Common Council. Smaller incremental salary increases may also be granted if job performance does not warrant a full step increase. In those instances, a **performance improvement plan (PIP)** may be developed to assist the employee in improving performance.

Pay Plan Adjustments

Based on economic conditions and other factors, the pay plan may be periodically adjusted by the City Council. At the time of such adjustments, all regular, fulltime employees will be eligible for salary increase consideration at the newly assigned salary rate or any portion thereof, depending on their evaluation applicable to their respective salary

classification. A department head, upon a formal evaluation of any employee and following consultation with said employee, can recommend that no increase be granted based on a failure to perform assigned duties in a satisfactory manner. If an adjustment is withheld, a performance improvement plan may be established with the employee, and the employee may be reevaluated at an established time set by the department head and the City Administrator. An adjustment may be granted by the City Administrator when said employee's performance has improved to a satisfactory extent, however, any missed steps or back pay increases will not be made up in order to have the employee “catch up” to where their pay would have been with satisfactory performance.

Pay Periods/Time Sheet

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

3. WORKPLACE POLICIES

FLSA Safe Harbor Policy

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

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

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

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

Define “actual practice” in relation to improper salary deductions; and
Inform our employees of a complaint mechanism if the employee believes that their pay has been improperly deducted.

Our Good Faith Commitment

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

Principles of Public Accountability

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

Permissible Salary Deductions

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

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

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

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

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

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

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

Unpaid disciplinary suspension of one or more full days imposed in good faith for violations of workplace conduct rules such as insubordination, harassment/sexual

harassment, workplace violence, or other policies as covered under the Employee Handbook.

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

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

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

As otherwise permitted by law.

Actual Practice of Improper Deductions

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

During the time period in which improper deductions were made

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

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

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

The time period during which the employer made improper deductions;

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

Filing a Complaint

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

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

Residency

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

On the Job Attendance, Punctuality and Dependability

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

Internal Complaint Procedures

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

Appearance and Conduct

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

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

Solicitations, Distributions and Use of Bulletin Boards

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

Anti-Nepotism Policy-Employment of Relatives

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

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

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

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

Romantic or Sexual Relationships

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

If a romantic or sexual relationship between a supervisor and an employee should develop, it shall be the responsibility and mandatory obligation of the supervisor to promptly disclose the existence of the relationship to the Administration Department. The employee may make the disclosure as well, but the burden of doing so shall be upon the supervisor. Upon being informed or learning of the existence of such a relationship, the City may take all steps that it, in its discretion, deems appropriate. At a minimum, the employee

and supervisor will not thereafter be permitted to work together and the supervisor must withdraw from participation in activities or decisions (including, but not limited to, hiring, evaluations, promotions, compensation, work assignments and discipline) that may reward or disadvantage any employee with whom the supervisor has or has had such a relationship. If accommodations of this nature are not feasible, the City will decide in its sole discretion whether to reassign or terminate the supervisor.

Use of City Property

Employer Information and Property

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

Privacy, Security and Right to Inspect

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

There may be times when security concerns give reason for inspection of the packages, purses, backpacks or other personal parcels that employees have on City premises or city owned/furnished lockers, vehicles, desks or other equipment. Please do not bring anything onto the premises that is in violation of City policies or expectations of professional behavior, or that you would otherwise not want inspected in the event of such an inspection.

Consent to searches and cooperation with the City may be required of an employee and the failure to follow directives may result in discipline up to and including discharge

Telephone Use

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

Electronic Communications, Email, Voice Mail and Internet Use Policy

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

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

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

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

Employees are reminded to be courteous to others and always to conduct themselves in a professional manner. Electronic communications are sometimes misdirected or forwarded and may be reviewed by persons other than the intended recipient. Users should create electronic communications with no less care, judgment and responsibility than they would

use for letters or internal memoranda written on City letterhead. Employees should also use professional and courteous greetings in their electronic communications so as to properly represent the City to contacts. Because electronic communications records may be public records and may be subject to discovery in litigation, City employees are expected to avoid making communications that would not reflect favorably on the employee or the City if disclosed in litigation or otherwise.

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

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

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

Cameras and Photography

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

Use of City Vehicles

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

Smoking Policy

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

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

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

Alcohol and Drug Use

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

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

During the hiring process, all new hires will be required to pass a pre-employment screening test.

When reasonable suspicion exists, employees may be subject to a drug and alcohol screening test.

The City reserves its right to test an employee after an accident to the extent permitted by law.

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

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

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

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

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

While employees or applicants may be held accountable for the consequences of their decisions, an employee or applicant will not be subject to discipline because the employee or

applicant pursues treatment for any condition involving the use of controlled substances, alcohol, or illegal drugs. The City encourages employees and applicants to seek treatment. An employee or applicant may still be disciplined up to and including discharge for engaging in the underlying conduct in violation of this policy.

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

Violence in the Workplace

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

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

Weapons & Firearms

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

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

Accidents and Emergencies

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

If an employee is injured on the job, then the first priority is to obtain medical treatment if needed. Each injury and incident must be reported in order to initiate corrective actions,

to ensure prompt reporting for workers compensation purposes, and to prevent future occurrences in the workplace.

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

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

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

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

- Review the information provided.

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

- Submit the information to the insurance carrier - when appropriate.

- Send FMLA paperwork to the employee - when appropriate.

- Notify department head regarding restrictions and return to work status.

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

DISCIPLINE

Work Rules

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

The City will attempt to administer discipline on a fair basis to all employees. The following types of conduct are unacceptable in our workplace and may result in discipline

up to and including termination. Because it is impossible to list every conceivable infraction, these guidelines can be amended by the City at any time, within its total discretion:

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

Any form of dishonesty.

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

Giving false or incomplete information.

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

Fighting, immoral conduct, threats, intimidation or harassment.

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

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

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

Absent three consecutive days without notice.

Excessive absenteeism.

Failure to report an absence.

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

Working another job while absent from work for the City.

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

Excessive time at break periods.

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

Disclosing of confidential City information.

Gambling on City premises or during work time.

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

Failure to promptly report defective equipment or safety hazard.

Failure to report an injury or accident immediately.

Violation of any safety rules.

Substandard quality and quantity of work, including deliberate reduction of output.

Smoking in unauthorized areas.

Engaging in conduct that creates an unsafe work environment.

Disregard of one's appearance, uniform, dress or personal hygiene.

Discourteous treatment of others, or use of profanity or threatening language.

Conducting personal business on City property, work time, or while using City resources, including promoting or selling of any kind or soliciting contributions.

Using foul, obscene, disrespectful, threatening or abusive language in the presence of others, or directing such language toward a supervisor or co-worker.

Unauthorized posting or removal of bulletins, notices or signs.

Unauthorized use of city vehicles or equipment including video or recording devices.

Leaving one's work area without authorization or interfering with the work of other employees.

Poor attitude or disrespect to management, your supervisor, coworkers or others.

Demonstrated inability to perform assigned duties at an expected level of expertise.

Insubordination, including disobedience, or failure or refusal to carry out assignments or instructions.

Loafing, loitering, sleeping, or engaging in unauthorized personal business during working hours.

Unauthorized entry to City property, including entry to restricted areas by unauthorized personnel.

Excessive or inappropriate personal use of electronic communications or telephones for personal calls.

Non-reimbursed personal long distance calls made on City telephones.

Willful violation or disregard of safety, health, fire, security or employment regulations, signs and notices.

Unauthorized purchase, use of credit card or use of purchase order.

Accepting anything that might be reasonably inferred to be for the purpose of influencing the employee in the normal exercise of his or her duties. Gifts of nominal value that fall within the range of normal business practice are not included in this prohibition.

Any act of misconduct, incompetence, or any violation of this Employee Handbook which may, in management's sole discretion, be grounds for disciplinary action or termination of employment.

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

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

Travel and Other Reimbursements

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

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

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

Use of Privately Owned Vehicles

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

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

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

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

Air Travel

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

Meal Allowance

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

Meal Eligibility Requirements

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

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

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

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

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

Lodging Expenses

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

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

Training session begins before 9:00 a.m.

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

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

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

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

Travel Advances

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

4. EMPLOYEE BENEFITS

Time Off: Vacation Days

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

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

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

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

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

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

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

Sick Leave

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

Sick leave credits must be accumulated before they can be used. A day of sick leave credit may be used for absences occasioned by a bona fide illness or injury (excluding job related injuries covered under worker's compensation), funeral travel leave for family members as described under bereavement leave, situations where medical/ dental appointments cannot be scheduled outside of work hours, to attend to the medical needs of a member of the employee's immediate family and when required by law. When sick leave is taken for unexpected illnesses, the employee must notify their supervisor. Employees using sick leave time may be required to provide a doctor's excuse as verification of sick leave and employees using three (3) or more consecutive sick leave days will be required to submit a doctor's excuse as verification of sick leave. The City of Burlington defines Excessive Absenteeism as more than six (6) sick days in a calendar year not including FMLA, WFMLA, worker's compensation, or ADA or WFEA qualifying use.

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

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

Donated Time Policy

It is the policy of the City of Burlington to allow its employees who have exhausted their accumulated paid leave time, due to illness or medical condition, to receive donations of paid leave time from fellow employees for medical emergencies. It is the intent of this policy to provide a mechanism for voluntary financial assistance to employees as well as to protect

the interest of the City by placing limits on the amount of time an employee may receive through donations from other employees. These donations are a conditional benefit, highly dependent on individual circumstances and timing, and not a right of employment.

Eligibility

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

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

Number of hours currently in the employee's leave time bank.

Employee's existing schedule and employment status.

Nature and duration of the event.

Whether absences will be intermittent.

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

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

Limitations

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

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

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

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

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

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

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

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

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

Procedure to request and considerations for donated time off:

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

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

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

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

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

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

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

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

Bereavement Leave

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

Casual Day

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

Holidays

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

- New Year's Day (January 1)
- Martin Luther King, Jr. Day
- Spring Holiday (Friday before Easter)
- Memorial Day (Last Monday of May)
- Independence Day (July 4)

Labor Day (First Monday of September)
Thanksgiving Day (Fourth Thursday of November)
Friday-after Thanksgiving Day
Christmas Eve (December 24)
Christmas Day (December 25)
New Year's Eve (December 31)

Holiday Falling on Weekend, Working Days

When any of the above holidays falls on a Sunday, the following Monday is considered the holiday; if any falls on Saturday, the preceding Friday is celebrated as the holiday. Whenever Christmas Eve and/or Christmas Day falls on a Saturday or Sunday, the preceding Friday and following Monday will be observed as the Christmas Eve and Christmas Day holidays unless otherwise designated by the City Administrator.

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

Employee Assistance Program ("EAP")

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

- Adult Stresses such as relationship issues, workplace concerns, anxiety and depression
- Marital conflict
- Parent/child problems
- Childhood stresses such as difficulty with school or peers
- Alcohol or drug abuse: yours or a family member's
- Divorce
- Financial pressures
- Caring for aging parents
- Balancing work and family
- Adoption
- Legal issues

Other Services may also be available. Check with the Payroll & Benefits department.

Gym Membership Incentive

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

Return to Work Program

The City of Burlington is committed to providing a safe and healthy working environment for all employees. As part of this commitment, we shall make every reasonable effort to provide suitable temporary employment to any employee unable to perform his or her job duties as a result of a workplace injury or illness. This may include a modification to the employee's original position or providing an alternative position, depending on the employee's medical restrictions, providing that this does not create an undue hardship to The City of Burlington. This program applies to all employees with work-related injuries and/or illnesses.

FAMILY AND MEDICAL LEAVE

Section 1

Policy

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

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

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

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

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

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

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

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

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

Section 2

Leave Eligibility

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

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

Section 3

Leave Entitlement

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

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

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

Section 4

Designation of Leave

Once an employee requests a leave of absence that may qualify under the FMLA, the City will require the appropriate information to make a determination. After you provide the City the required information, the City will evaluate it and make a decision as to

whether the absence qualifies as FMLA leave. The City will notify you of its decision. If you fail to provide the City with the required information within the time specified, your absence will be unexcused. If the leave is FMLA qualifying, the leave will be designated as such and you will receive notice of the designation, along with information on the specifics of the leave, consistent with this policy.

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

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

Section 5

Definitions

What is a serious health condition?

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

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

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

What is a qualifying exigency requiring military family leave?

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

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

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

Section 6

Procedure for Requesting Leave

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

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

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

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

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

Section 7

Certification

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

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

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

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

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

The completed certification must be returned to Human Resources within 15 days of the date you receive the form. In cases of foreseeable leave, the forms should be returned before the date the leave begins. If you do not return the form by the 15-day deadline, the leave may be delayed, denied or cancelled. If for any reason beyond your control there is a chance you will not be able to return the form by the deadline, you must contact the Human

Resources in advance. Once the form is returned to Human Resources, if the certification is incomplete, you will have at least 7 calendar days to cure the deficiencies. If after the additional time, the certification is still incomplete or you have not returned it to Human Resources, the leave may be delayed, denied or cancelled.

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

Section 8

Recertification, Second and Third Opinions, and Annual Certification Requirements

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

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

The City also has a right to require a new certification on an annual basis for serious health conditions lasting beyond a single leave year. The same requirements regarding an initial certification also apply to an annual certification (ex. completion of the form, time to return the form etc., second and third opinion).

Section 9

Military Caregiver Leave

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

the leave has started, any remaining part of the 26 workweeks of leave entitlement is forfeited.

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

Section 10

Rights and Obligations Pertaining to All FMLA Leaves

A. State Law Concurrence

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

B. Documentation of Family Relationship

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

C. Intermittent Leave or Reduced Leave Schedule

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

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

D. Spouses

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

of family or medical leave, if that leave is taken for birth or placement of the employees' child, to care for the employee's parent with a serious health condition, or to care for a covered service member with a serious injury or illness.

E. Status Reports and Return to Work

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

F. Fitness for Duty Certification

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

G. Pay Status

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

H. Health Insurance Coverage

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

premiums paid by the City on your behalf while on leave.

I. Benefits

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

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

J. Secondary Employment

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

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

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

Civic Duty Leave – Jury Duty / Court Appearance

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

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

Military Leave

Employees who are entitled to leave military service shall be granted temporary leaves of absence for required hours of duty to the extent permitted by law. The City agrees to pay the differential between the military pay for such required duty and the benefits eligible non-represented employee's regular straight time earnings, so that no loss of pay shall be suffered as a result of such required duty. Such differential pay shall be limited to 30 calendar days of leave in any one year based on orders issued to the employee. At the conclusion of the

leave, upon the satisfaction of certain conditions and as permitted by law, an employee generally has a right to return to the same position he or she held prior to the leave or to a position with like seniority, status and pay that the employee is qualified to perform.

Continuation of Health Benefits

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

Requests for Leave

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

Natural Disaster/Snow-Day Policy

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

Insurance Benefits

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

Health Insurance

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

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

Dental Insurance

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

Vision Insurance

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

Group Life Insurance

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

Retirement Plan

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

Deferred Compensation

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

Worker's Compensation and Light Duty

The City is covered under statutory state Workers' Compensation Laws. Should you sustain a work-related injury, you must immediately notify your department supervisor. In

the case of an emergency, you should go to the nearest hospital emergency room for treatment.

Tuition Reimbursement Policy

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

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

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

Resignation, Termination or Layoff

When an employee decides to leave for any reason, his/her supervisor and the Administration Department would like the opportunity to discuss the reasons for leaving and any other impressions the employee may have of the City. These insights are helpful.

After full consideration, if the employee decides to leave, it is requested that the employee provide the City with a written two-week advance notice period (vacation days or personal days should not be included in the two-week notice period). The City will only compensate employees for unused earned vacation if the employee works throughout the notice period and is not terminated for violations of City policy; otherwise, unused vacation will be considered unearned.

A. Benefits-Medical and dental benefits end as determined by the insurance plans, which at this time are at the last day of the month in which your last day of employment falls. An employee has the option to continue Medical/Dental Benefits in accordance with the COBRA regulations.

B. Any property issued to the employee, such as computer equipment, keys, uniforms, company credit cards, etc. is the property of the City of Burlington and must be returned at the time of termination. Employees are responsible for any lost or damaged items.

C. Layoff and Recall. Many situations arise that can result in the need to lay employees off from their positions with the City. These reasons include, but are not limited to: lack of work; financial reasons; the elimination of a position; changes in duties or responsibilities; organizational changes; and other business related reasons. Layoffs can be temporary or permanent, depending on the situation.

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

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

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

Final Paycheck

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

APPENDIX A

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

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

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

- Ridiculing, mocking, deriding, or belittling another person;
- Making offensive or derogatory comments to any person, either directly or indirectly, based on race, color, sex (including sexual orientation, transgender status, gender identity, or pregnancy), religion, age, disability, national origin, ancestry, creed, genetic information or history, marital status, participation in the the military reserve and veteran status, arrest and conviction record, use of lawful products off the employer's premises during nonworking hours, declining to attend a meeting or to participate in any communication about religious matters or political matters, or any other legally protected characteristic. Such harassment is a prohibited form of discrimination under state and federal employment law and is also considered misconduct subject to disciplinary action by the City of Burlington.
- Usage of voicemail, e-mail, the Internet, or other such sources as a means to harass another individual.

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

- Unwelcome sexual advances, flirtations, propositions or requests for sexual favors;
- Unwelcome verbal abuse of a sexual nature, including sexually degrading words to describe an individual and graphic or suggestive comments to or about an individual;
- Unwelcome physical contact or gestures; of a sexual nature, which may include touching, hugging, massages, kissing, pinching, and patting or regularly brushing up against the body of another person; Making submission to (or rejection of) such conduct a factor in the employment decisions affecting the employee;

- Permitting such conduct to interfere with an employee's work performance, or to create a hostile, intimidating or offensive work environment;
- The display in the workplace of sexually suggestive objects or pictures, including nude and semi-nude photographs, calendars, comics, or jokes.
- Usage of voicemail, e-mail, the Internet or other such sources as a means to express or obtain sexual materials, comments, etc.

Harassment and sexual harassment can happen regardless of the individuals' gender, gender identity, or sexual orientation, and can, for example, occur between same-sex individuals as well as between opposite-sex individuals, and does not require that the harassing conduct be motivated by sexual desire. Likewise, these same principles hold true for harassment based on other protected statuses where the offending party possesses the same or similar protected status as the target of the harassment.

The excuses of the offending party, while important, are not necessarily forgiving or tolerable. For example, "I was joking" or "I didn't mean it that way" are not defenses to allegations of harassment or inappropriate behavior. Nor is being under the influence of alcohol or other substances an excuse for violating this policy.

This policy also prohibits an employee, officeholder, or third party from discriminating against another employee. Prohibited discrimination includes treatment of a person in an illegal unjust or prejudicial manner based on protected status under the law where no reasonable distinction can be found between those favored and those not favored.

This policy further prohibits an employee, officeholder, or third party from retaliating against another employee. Prohibited retaliation is discrimination, harassment, or tangible employment action taken against an employee, or otherwise punishing an employee because the employee filed a charge of discrimination, because they complained to the City about harassment or discrimination on the job, or because the employee participated in an employment harassment or discrimination proceeding (such as an investigation or lawsuit).

This policy applies to conduct at work and at work-related social events, office parties, off-site work-related activities, and other matters where the work environment is affected by such behavior. Employees and officeholders are expected to be careful about what they say and do in these circumstances, particularly when interacting with one another.

Each employee, officeholder, and third party is responsible for assisting in the prevention of unlawful harassment, discrimination and retaliation by the following acts:

- Refraining from conduct prohibited by this policy as defined above, including the participation in or encouragement of actions that could be perceived as harassment, discrimination or retaliation based on a protected status;
- Behaving courteously and professionally toward others;
- Reading this policy and fully understanding and complying with its requirements;
- Immediately and thoroughly reporting acts of harassment, discrimination or retaliation or other prohibited conduct through the reporting procedure identified in this policy; and
- Encouraging any person who confides that he or she is being harassed, retaliated or discriminated against to report these acts and reporting these acts if they are observed or not reported.

Employees, officeholders, and third parties are expected to cooperate fully in any investigation, whether or not they are directly involved in the incident. They shall not take any action that would discourage another person from reporting prohibited conduct or cooperating in an investigation of alleged prohibited conduct.

Each supervisor shall be responsible for preventing unlawful harassment, discrimination, and retaliation by complying with the responsibilities referenced herein and by:

- Monitoring the work environment for signs of harassment, discrimination, retaliation and other prohibited conduct;
- Informing employees of the types of prohibited behavior, and the procedures for reporting and resolving complaints of harassment, discrimination and retaliation;
- Stopping any observed behavior that may be prohibited conduct and taking appropriate steps to intervene and report behavior, whether or not the involved employees are within his or her line of supervision; and
- Taking immediate action to prevent retaliation toward the complaining party or witnesses and to eliminate a hostile work environment where there has been a complaint of harassment, discrimination or retaliation pending the investigation.

Each supervisor has the responsibility to assist any employee who comes to that supervisor with a complaint of harassment, discrimination or retaliation by documenting and filing a complaint in accordance with this policy. Failure to carry out these responsibilities may be grounds for discipline.

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

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

It is the policy of the City to receive all reasonable complaints, seek early corroboration and quickly apply remedial action, including sanctions, when appropriate. Any complaint of harassment, discrimination, or retaliation shall receive the immediate attention of the supervisor to whom it is made. The supervisor shall immediately forward all complaints brought to his/her attention to his/her department head and the City Administrator for investigation. Supervisors shall not discourage employees from making complaints. If a matter involves a supervisor, then the target or observer of harassment, discrimination, or retaliation may approach the City Administrator. . If the matter involves the City Administrator, then the complainant should contact the Mayor or Chief of Police. If the matter involves an officeholder, then the target or observer should contact the City Administrator. An investigation will be undertaken to determine the facts of the complaint. The investigation will include conferring with the parties and witnesses named by the complaining person. If the investigator learns of allegations that rise to the level of criminal activity, such as battery, rape, or threats, the investigator will immediately contact the City Administrator or Chief of Police. Because of its sensitive nature, complaints will be investigated with particular care and should remain, to the extent possible, confidential. After appropriate investigation, any employee found to have harassed, discriminated against, or retaliated against another person will be subject to appropriate disciplinary action, up to and including discharge, and the City will also take prompt and appropriate remedial action designed to end the harassing, discriminatory, or retaliatory behavior and to make the target of such behavior whole.

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

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

It is the City's desire to continue providing a pleasant work environment for all employees, free of harassment, discrimination and retaliation.

The City will provide training concerning the nature of harassment, discrimination and retaliation in the workplace and prohibitions on such actions defined in this policy. Any employee who has questions about this policy should talk with his or her supervisor or the City Administrator.

Employees also have the ability to promptly report any violations of law, including assault, rape, battery or other harm to appropriate criminal law enforcement authorities.

Employees may also report their harassment, discrimination or retaliation claims to both State and Federal Agencies. Those contacts are as follows: The Equal Rights Division, Department of Workforce Development, 201 East Washington Avenue, P.O. Box 8928, Madison, WI 53708, Telephone: (608) 266-6860; and the U.S. Equal Employment Opportunity Commission, 310 West Wisconsin Avenue, Suite 800, Milwaukee, WI 53203, Telephone: (414) 297-1111.

APPENDIX B

Health Insurance Privacy Policy

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

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

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

Comply with all City policies and procedures regarding Health Information.

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

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

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

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

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

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

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

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

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

Severity of the violation

The potential of harm to individuals and the City

Frequency of the violation

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

The employee's intent

Employee work history and performance

Any mitigating or aggravating circumstances

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

The City of Burlington is also required to abide by the terms of this policy, which may be amended from time to time. The City reserves the right to change the terms of this policy and to make the new policy provisions effective for all health information that it maintains.

If the City of Burlington changes its policies and procedures, the City will revise the policy and will provide a copy of the revised policy to all plan participants within 60 days of the change. Plan participants have the right to express complaints to the City of Burlington and to the Secretary of the Department of Health and Human Services if it is believed that privacy rights have been violated. Any complaints to the City of Burlington should be made in writing to the City Administrator.

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

APPENDIX C

Americans with Disabilities Act (ADA) Policy

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

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

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

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

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

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

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

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

APPENDIX D

Grievance Procedure for City of Burlington

Discipline and Grievance Procedure

Discipline

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

Grievances

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

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

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

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

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

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

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

APPENDIX E

Flexitime Policy for Exempt Employees

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

Provisions

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

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

Proper Use of Flexitime

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

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

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

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

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

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

Exceptions

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

RESPONSIBILITIES: Department Directors

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

- The level and quality of customer service is maintained or increased.
- Schedules coordinate with needs of internal and external customers.
- Resources are used efficiently and effectively.
- Operational deadlines are met without increased overtime or comp accrual.

RESPONSIBILITIES: Employee

- Completing assigned work.
- Using work time effectively.
- Assuring the same or improved level of customer service.
- Maintaining dependable attendance.
- Documenting timekeeping accurately, and
- Communicating work needs to his/her Director/Manager.

APPENDIX F

Electronic Tablet Usage Agreement

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

I. Scope

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

II. Equipment

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

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

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

III. Equipment Agreement Terms

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

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

City Ownership and Access to Equipment: The Equipment is, and shall at all times during the term of the Agreement, remain the property of the City. Users acknowledge that all files stored locally on the Equipment may be public records subject to disclosure under the Wisconsin Open Records Law, pursuant to Wisconsin Statutes §19.21-19.39, and the Wisconsin Open Meeting Law, pursuant to Wisconsin Statutes §19.81-19.98. The Common Council and staff agree to provide the City with access to the Equipment and all files stored locally on the Equipment promptly upon request by the Mayor or City Administrator.

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

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

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

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

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

The staff term will be for the period of time commencing on the effective date of issuance until the resignation or termination for any reason of employment; provided, however, that the City may terminate the Agreement immediately upon violation by the staff of any term or provision of the Agreement. Upon termination, the staff will promptly return the Equipment to the City.

Return of Tablets:

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

Compliance with Policy:

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

APPENDIX G

Social Media Use Policy, Standards and Procedures

Purpose

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

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

Scope:

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

Definitions:

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

“Social Media Pages” are web pages that provide a means for various forms of discussion and information-sharing, and include features such as social networks, blogs, video sharing, podcasts, wikis, message boards, and news media comment sharing/blogging. Social Media

Pages are hosted by websites that authorize multiple users to establish, post content on, and operate their own individual Social Media Page. Technologies associated with Social Media Pages often include picture and video sharing, wall postings, e-mail, instant messaging, and music sharing. Examples of websites that host Social Media Pages include, but are not limited to, Google and Yahoo Groups (reference, social networking); Wikipedia (reference); Facebook (social networking); YouTube (social networking and video sharing); Flickr (photo sharing); and Twitter (social networking and microblogging).

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

General

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

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

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

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

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

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

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

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

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

Users shall be notified that public disclosure requests must be directed to the relevant department's director or designee.

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

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

- Sexual content or links to sexual content

- Solicitations of commerce

- Conduct or encouragement of illegal activity

- Information that may compromise the safety or security of the public or public systems

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

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

These guidelines must be displayed to users or made available by hyperlink on all social media formats that allow the removal of user comments, posts, etc. (e.g., Twitter does not allow for the removal of tweets). Any content removed based on these guidelines must be retained, including the time, date and identity of the poster when available (see the City's Facebook and Video Posting standards), in accordance with the City's policy on the retention of such information.

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

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

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

PROCEDURES

Administration of the City's Social Media Sites

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

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

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

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

Operational and use guidelines

Standards and processes for managing accounts on social media sites

City and departmental branding standards

Enterprise-wide design standards

Standards for the administration of social media sites

Social Media Standards

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

Twitter

Facebook

Video - Video Posting

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

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

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

City Employees posting content must follow these guiding principles:

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

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

Keep postings factual and accurate.

Post meaningful, respectful entries that are on topic.

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

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

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

Remember that your postings are ultimately your responsibility.

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

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

Commentary or personal opinions.

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

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

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

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

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

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

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

Personal attacks, insults, or threatening language.

Private or personal material published without consent.

Profane language or obscene content.

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

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

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

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

City Employees posting content must follow these guiding principles:

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

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

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

Remember that your postings are ultimately your responsibility.

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

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

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

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

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

City Employee Discipline

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

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

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

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

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

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

This website is not affiliated with The City of Burlington or any of its subsidiary bodies. The views and opinions expressed in this website do not reflect the views or positions of The City of Burlington. The City of Burlington has not and cannot verify the veracity of the

content of this website and is not responsible for any injury that results from the reliance on information presented on this website.

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

TWITTER

Purpose

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

Content

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

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

Twitter accounts shall serve three primary purposes:

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

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

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

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

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

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

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

Archive

The City Administrator or designee will maintain an electronic record or printout of any information necessary to retain for the purposes of public records retention in accordance

with applicable City policy regarding retention of such information that is not available from the application.

FACEBOOK

Purpose

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

Format

For 'type' description, choose "government".

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

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

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

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

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

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

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

A link to www.burlington-wi.gov will be included on the Info page.

Page Administrators

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

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

Comments and Discussion Boards

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

Photos and Video

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

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

Style

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

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

Applications

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

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

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

Archive

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

Indemnity

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

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

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

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

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

VIDEO POSTING

Purpose

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

Video Posting Guidelines

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

Video quality must be comparable to DVD resolution quality.

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

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

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

Submitting Videos to Hosting Sites

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

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

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

Archive

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

Social Media AND Networking ACKNOWLEDGEMENT

I acknowledge I have received the **Social Media Use Policy, Standards and Procedures** (the "Policy"). I agree to use City Websites, City-approved Social Media Pages, and engage in Social Networking Activities for City business only as appropriate and in compliance with this Policy. I understand that I must have approval from my Department Director and the City Administrator to use City Websites, Social Media Pages, or engage in Social Networking on behalf of the City. I also understand that I am responsible for all postings

made by me on City Websites, Social Media Pages, or in Social Networking Activities including those made in the comments sections. I further understand that this Policy also applies to City-related postings made by me via personal (non-City) websites, Social Media Pages, and Social Networking Activities, and I agree to adhere to the guidelines in this Policy when so doing.

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

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

APPENDIX H: RECEIPT FOR EMPLOYEE HANDBOOK

I acknowledge that I have received a copy of the City of Burlington Employee Handbook. I will read it thoroughly, including the statements in the introduction describing the purpose and effect of the Handbook. If there is any policy or provision in the Handbook that I do not understand, then I understand it is my responsibility to seek clarification from the Administrator or Department Head. No supervisor or other representative of the City (except the City Administrator) has the authority to enter into any agreement for employment, or to make any agreement as to my employment, benefits or compensation, and I understand that such an agreement must be in writing, intended to be a contract, and approved by the Common Council at a duly-noticed meeting and executed by the Mayor and attested by the Clerk. In addition, I understand that this Handbook contains City of Burlington policies and practices in effect on the date of publication. I understand that nothing contained in the Handbook may be construed as creating a promise of future benefits or a binding contract with the City of Burlington for benefits or for any other purpose. I also understand that these policies and procedures are continually evaluated and may be amended, modified or terminated at any time by the City. I understand my

employment is at will and I may terminate my employment at any time or the City may terminate my employment for any lawful reason or no reason and with or without notice.

Employee Name

Date

Received by Supervisor: _____

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