



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

**AGENDA
COMMON COUNCIL**

Tuesday, February 4, 2020

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

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

Student Representatives:

Thomas Martin, Student Representative (BHS)
Peter DeSmidt, Student Representative (CCHS)

1. **Call to Order / Roll Call**
2. **Pledge of Allegiance**
3. **Citizen Comments**
4. **Chamber of Commerce Representative and Rescue Squad Representative**
5. **Approval of Minutes** (*T. Meyer*)
 - A. To approve the January 21, 2020 Common Council Meeting Minutes.
6. **Letters and Communications:** NONE
7. **Reports by Aldermanic Representatives and Department Heads**
8. **Reports** (*B. Grandi*)
 - A. To approve Reports 1 - 6 as submitted.
9. **Payment of Prepays and Vouchers** (*R. Heft*)
 - A. To approve the Prepays and Vouchers list for bills accrued through February 4, 2020.

10. **Licenses** (*S. Rauch*)
- A. To approve Operator's License Applications as submitted.
11. **Appointments and Nominations** (*J. Schultz*)
- To approve the Appointment of Election Inspector to Barbara Madsen for a two-year term, expiring 12/31/2021.
12. **RESOLUTIONS:**
- A. **Resolution 4986(39)** - To approve Task Order Number 110 for Engineering Services for the 2020 Street Improvement Program. (*T. Preusker*)
- B. **Resolution 4987(40)** - To approve a Revolving Loan Fund Grant and Loan to The Runaway Micropub and Nano Brewery, LLC in the not-to-exceed amount of \$65,000. (*T. Bauman*)
- C. **Resolution 4988(41)** - To approve the Purchase of Four (4) DPW Trucks from Ewald Automotive Group for \$129,065. (*S. Kott*)
- D. **Resolution 4989(42)** - To approve the integration of the Phosphorus Analyzer into the Supervisory Control and Data Acquisition (SCADA) system at the Wastewater Treatment Plant. (*T. Meyer*)
- E. **Resolution 4990(43)** - To approve authorizing a depository and signatories for the City of Burlington at Hometown Bank, Wautoma Wisconsin. (*B. Grandi*)
- F. **Resolution 4991(44)** - To approve a contract with Rapp Consulting Group to conduct the 2020 Strategic Planning Session. (*R. Heft*)
13. **ORDINANCES:**
- A. **Ordinance 2055(21)** - To consider approval of a Rezone Map Amendment request at 257 Kendall Street from I-1 Institutional District to B-3, Professional Office District. (*S. Rauch*)
14. **MOTIONS:**
- A. **Motion 20-954** - To approve the 2020 Lease Agreement between the City of Burlington and the Burlington Senior Center, Inc. (*J. Schultz*)
- B. **Motion 20-955** - To approve a donated LUCAS Chest Compression System from Aurora Health Care Southern Lakes, Inc., dba Aurora Medical Center of Burlington. (*T. Preusker*)
15. **ADJOURN INTO CLOSED SESSION** (*T. Bauman*)
Wis. Stats 19.85(1)(e) Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session.
- Discussion regarding negotiation strategies and overall review of the possible Burlington Manufacturing Office Park Tax Incremental District.
16. **RECONVENE INTO OPEN SESSION** (*S. Kott*)

17. **ACT ON ITEMS FROM CLOSED SESSION IF NECESSARY**
- Consideration and possible action on recommendations for matters discussed in Closed Session by the Common Council.

18. **ADJOURNMENT** (*T. Meyer*)

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



COMMON COUNCIL REGULAR

ITEM NUMBER 5A

DATE: February 4, 2020

SUBJECT: MEETING MINUTES - To approve the January 21, 2020 Common Council Meeting Minutes.

SUBMITTED BY: Diahnn Halbach, City Clerk

BACKGROUND/HISTORY:

The attached minutes are from the January 21, 2020 Common Council meeting.

BUDGET/FISCAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval of the attached minutes from the January 21, 2020 Common Council meeting.

TIMING/IMPLEMENTATION:

This item is scheduled for final consideration at the February 4, 2020 Common Council meeting.

Attachments

CC Min



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

**CITY OF BURLINGTON
Common Council Minutes
Jeannie Hefty, Mayor
Diahnn Halbach, City Clerk
Tuesday, January 21, 2020**

1. Prior to the Call to Order, Council President Jon Schultz announced that he would retain his right to vote.

Call to Order / Roll Call

Council President Jon Schultz called the Common Council meeting to order at 7:36 p.m. Roll Call: Present - Alderman Susan Kott, Alderman Theresa Meyer, Alderman Ryan Heft, Alderman Steve Rauch, Alderman Jon Schultz, Alderman Tom Preusker, Alderman Todd Bauman. Excused: Mayor Hefty, Alderman Bob Grandi.

Student Representatives: Present - Thomas Martin (BHS), Peter DeSmidt (CCHS). Excused: None.

Staff present: City Attorney John Bjelajac, City Administrator Carina Walters, Assistant City Administrator/Zoning Administrator Megan Watkins, Finance Director Steven DeQuaker, Public Works Director Peter Riggs, Utility Manager Donnie Hefty, Police Chief Mark Anderson, Fire Chief Alan Babe, Library Director Joe Davies, Building Inspector Gregory Guidry, and City Intern Nicholas Faust.

2. **Pledge of Allegiance**
3. **Citizen Comments** - NONE
4. **Chamber of Commerce Representative** - NONE
5. **Approval of Minutes** - To approve the January 7, 2020 Common Council Meeting Minutes. Motion: Alderman Rauch. Second: Alderman Bauman. With all in favor, the motion carried.
6. **Letters and Communications** - To approve the excused absence of Alderman Bob Grandi from the January 21, 2020 Committee of the Whole and Common Council Meeting.

Motion: Alderman Rauch. Second: Alderman Kott. With all in favor, the motion carried.
7. **Reports by Aldermanic Representatives and Department Heads**
Alderman Rauch stated that he spoke with the Lyons Elementary 4th Grade class on Friday January 17, 2020 about local government.

Alderman Rauch requested an EMS update from Fire Chief Babe. Chief Babe responded that since January 1, 2020 there have been 94 incidents, of which 18 were from the Town of Burlington and response times have been within five minutes. Rauch asked if the department was now fully staffed.

Babe responded that the department is still accepting application for part-time positions.

Administrator Walters announced that dates need to be confirmed for the 2020 strategic planning process. Alderman Meyer suggested to wait until after the April election to begin the meetings. Walters agreed and stated she would send out new dates in April.

8. **Reports** - To approve Reports 1 - 3 as submitted.
Motion: Alderman Bauman. Second: Alderman Kott. With all in favor, the motion carried.
9. **Payment of Prepaids and Vouchers** - To approve the Prepaid and Vouchers list for bills accrued through January 21, 2020.
Motion: Alderman Kott. Second: Alderman Meyer. Roll Call Vote: Aye - 7. Nay - 0. The motion carried.
10. **Licenses** - To approve Operator's License Applications as submitted.
Motion: Alderman Meyer. Second: Alderman Preusker. With all in favor, the motion carried.
11. **Appointments and Nominations**
 - To approve the appointment of Election Inspector to Ellen Chilson for a two-year term ending December 31, 2021.
 - To approve the appointment of Election Inspector to Carol Huckstorf for a two-year term ending December 31, 2021.Motion: Alderman Heft. Second: Alderman Bauman. With all in favor, the motion carried.
12. **PUBLIC HEARINGS:** To hear comments and concerns regarding a rezone request for property located at 257 Kendall Street.

Council President Jon Schultz opened the Public Hearing at 7:45 p.m. There were no comments. Alderman Rauch motioned to close the Public Hearing with a second by Alderman Bauman. The Public Hearing was closed at 7:45 p.m.
13. **RESOLUTIONS:**
 - A. **Resolution 4980(33)** - To approve Amendment Number One to the Development Agreement for the Glen at Stonegate Subdivision Addition No. II.

Motion: Alderman Bauman. Second: Alderman Kott. With all in favor, the motion carried.
 - B. **Resolution 4981(34)** - To approve Reduction Number Two to the Letter of Credit for the roadway, sanitary sewer and water main utility infrastructure improvements for the Glen at Stonegate Subdivision, Addition No. II.

Motion: Alderman Preusker. Second: Alderman Heft. Roll Call Vote: Aye - 7. Nay - 0. The motion carried.
 - C. **Resolution 4982(35)** - To approve a Resolution Authorizing the Application to the Wisconsin Economic Development Corporation Community Development Investment Grant for 700 N. Pine Street (Low Daily, LLC) Redevelopment Project.

Motion: Alderman Bauman. Second: Alderman Meyer. Roll Call Vote: Aye - 7. Nay - 0. The motion carried.

- D. **Resolution 4983(36)** - To approve a Developers Agreement with Low Daily, LLC for the 700 N. Pine Street Property as a part of the Community Development Investment Grant (CDI) offered through the Wisconsin Economic Development Corporation (WEDC).

Motion: Alderman Kott. Second: Alderman Meyer. Roll Call Vote: Aye - 7. Nay - 0. The motion carried.

- E. **Resolution 4984(37)** - To approve a three-year engagement letter with Sitzberger CPA's in the not-to-exceed amounts for year-end audits in 2019 of \$30,000, 2020 of \$30,900, and 2021 of \$31,830.

Motion: Alderman Meyer. Second: Alderman Bauman. Roll Call Vote: Aye - 7. Nay - 0. The motion carried.

- F. **Resolution 4985(38)** - To authorize the Construction of Bicycle and Pedestrian Facilities as Part of the Reconstruction of Maryland Avenue.

Motion: Alderman Heft. Second: Alderman Meyer. Roll Call Vote: Aye - 7. Nay - 0. The motion carried.

14. **ORDINANCES:** None

15. **MOTIONS:** None

16. **ADJOURN INTO CLOSED SESSION**

Wis. Stats 19.85(1)(g) Conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved.

- Discussion with City Attorney John Bjelajac, regarding possible claims of defamation against Ms. Joann Koenecke, with respect to the City of Burlington and one or more of its employees.

Motion: Alderman Rauch. Second: Alderman Meyer. Roll Call Vote: Aye - 7. Nay - 0. With all in favor, the meeting adjourned to Closed Session at 7:49 p.m.

17. **RECONVENE INTO OPEN SESSION**

Motion: Alderman Preusker. Second: Alderman Rauch. With all in favor, the meeting reconvened to Open Session at 8:38 p.m.

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

There was no action.

19. **ADJOURNMENT**

Motion: Alderman Preusker. Second: Alderman Rauch. With all in favor, the meeting adjourned at 8:38 p.m.

Minutes respectfully submitted by:

Diahnn C. Halbach
City Clerk
City of Burlington



COMMON COUNCIL REGULAR

ITEM NUMBER 8A

DATE: February 4, 2020

SUBJECT: REPORTS - To approve Reports 1- 6 as submitted.

SUBMITTED BY: Diahnn Halbach, City Clerk

BACKGROUND/HISTORY:

Attached please find the following reports:

1. Airport Minutes, 10-24-19
2. Burlington Housing Authority Minutes, 11-20-19
3. Library Meeting Minutes, 12-17-19
4. Burlington Housing Authority Minutes, 12-18-19
5. Historic Preservation Commission Minutes, 12-19-19
6. Committee of the Whole Minutes, 1-21-2020

BUDGET/FISCAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends that Council approves the submitted reports.

TIMING/IMPLEMENTATION:

This item is scheduled for consideration at the February 4, 2020 Common Council meeting.

Attachments

Airport Minutes
BHA Minutes
Library Minutes
BHA Minutes
HPC Minutes

City of Burlington
Airport Committee Minutes

Date: October 24, 2019

Meeting was called to order at 6:01 pm by Chairman, Jerry DeLay at the BUU Terminal Bldg.

Present: Jerry DeLay
Annette Rule
Jeff Milne
Arlene Runkel
David Uhen
Excused: Alderman Ryan Heft
Gary Meisner

Motion was made by Rule, seconded by Milne, to approve the May 23, 2019 Minutes as written. Motion carried.

Open Floor Audience comments: None

Airport Manager's Report: Airport will be overseeding 1/19 grass runway this fall and aerating it in spring of 2020.

New Business:

BUU is waiting for quotes to repave the Tarmac/Taxiway in spring 2020. Safety and drainage issues will be addressed. BUU Airport to pay only 5% of cost with DOT FAA from State and Federal to pay 95% from airport fuel tax and commercial flight taxes.

Motion made by Runkel, seconded by DeLay to recommend to Burlington City Council that BUU proceed with getting 3 quotes to repair the City Hangar roof, not to exceed \$80K. ..Motion passed.

The new Runway lights need to be checked. Some are not working.

Trees along entrance road will need trimming, again. Others are OK.

Discussion followed suggestions to extend taxiway Bravo straight out to main taxiway to avoid transitioning jet blast from damaging open hangars and airplanes.

Discussion continued about possible land acquisition for new hangars, since we're about full.

There being no further business, motion was made by Rule, seconded by Uhen to adjourn the meeting. Motion carried.

Meeting was adjourned at 6:40 PM.

Next meeting will be November 28, 2019 at 6:00 PM...or as needed.

Respectfully submitted,
Arlene Runkel
Committee Secretary

Arlene Runkel

**Housing Authority of City of Burlington Wisconsin
Riverview Manor
November 20, 2019**

The regular monthly meeting of the Housing Authority of City of Burlington Wisconsin was held on Wednesday, November 20, 2019 at 5:30 p.m. at Riverview Manor. The meeting was called to order by Chairman Petersen.

COMMISSIONERS PRESENT: Chairman Petersen, Vice Chairman Heck, Secretary Smith, Commissioners Lapp and Manager Arlene Odeja. Commissioner Merten had an excused absence.

Minutes from the regular monthly meeting held October 24, 2019 were reviewed. A motion to approve the minutes as written was made by Lapp, seconded by Heck, and carried unanimously.

FINANCIAL REPORT: Copies of the monthly operating statements, bills, and bank statements were dispersed and reviewed by board members including Reserve Account balances as of October 31, 2019. (See statement balance sheet). A motion to approve the financial report as written was made by Heck, seconded by Lapp, and carried unanimously.

OCCUPANCY REPORT: Manager Odeja reported 52 on the waiting list for one bedroom units and 5 for two bedroom units. There are currently 4 vacancies.

BUILDING AND MAINTENANCE: See attached report.

Heather Christensen from Reserve Advisors presented their proposal for our CNA reserve study. Future discussion to be held.

NEW BUSINESS: No new business to report.

OTHER BUSINESS: Discussion on the Chamber of Commerce invoice.

ADJOURNMENT: There being no further business, a motion to adjourn was made by Lapp, seconded by Heck, and carried unanimously. Meeting adjourned at 6:45 p.m. The next monthly meeting is scheduled for December 18, 2019 at 5:30 p.m.



John Smith, Secretary



BURLINGTON PUBLIC LIBRARY

166 East Jefferson Street, Burlington,
Wisconsin 53105

Minutes of the Burlington Public Library Board of Trustees

The Burlington Public Library Board of Trustees met on Tuesday, December 17, 2019 at 6:30 p.m. in the Burlington Public Library downstairs Meeting Room.

Present: Savaglia, Larson, Plank, Czaplewski, Guard and Musgrave. Excused: Chaffee, Bahr, Preusker
Also present: Davies, McCarthy and Puccini

- Savaglia called the meeting to order at 6:30 pm.
- Public Communication to the Board – None
- Minutes of the November 26, 2019 meeting, Larson moved approval, Musgrave seconded. Motion passed.
- Musgrave moved and Plank seconded the motion to approve the December Prepaid and Reimbursement Expenses of \$15,054.84 and December Trust Fund Expenses of \$435.75 totaling \$15,409.59. Motion passed.

Committee Reports: To be discussed in closed session at end of meeting.

Federated Library Report:

- **Trustee Appreciation Dinner** – This item was already discussed at the November 26, 2019 meeting.
- **Lakeshores site visits:** IT staff from Lakeshores visit each library yearly to discuss solutions to any changes they would like to make, new ideas to explore and plans the system has for the coming year. The Lakeshores Director also makes a yearly visit to each Director and will be meeting with Davies soon. Davies is hoping to discuss County Funding, specifically how unspent funds are handled at the end of each year. Currently, libraries are penalized if they have any money left at the end of the year. This policy prevents libraries from saving up for big ticket items they could not purchase within a budget period. This policy is not used in other counties.

Director's Report:

- **Building Maintenance Employee:** Our building maintenance employee will be moving to the DPW in January. The advantage to this move will be a tracking system for work orders. The tracking system can follow the progress of work and assign the appropriate employee to a job. This tracking system may help the city and library assess a more exact number of hours needed to maintain the aging buildings at the Police Department, City Hall, Library and Senior Center.
- **Children's Department** – will be doing programs on Wednesdays and Fridays at 10 a.m. on a trial basis.
- **Drinking Fountain:** A new drinking fountain will be installed soon to replace the current fixture, which often freezes up. The new fountain will have a place to fill a water bottle.
- **Browsing Bins:** Davies hopes to order more browser bins for the children's books before the end of the year. These bins allow patrons to browse the collection more easily as books face outward.
- **Monthly Statistics Report** – No comments were made.

Unfinished Business:

- **RFP for Space Planning** – Davies presented an updated proposal which included options and recommendations for renovating existing space, expanding the library, or building a new building. Board members liked the changes, especially the phases and timelines.

New Business:

- **Review of Unique Collection Services for delinquent library accounts** – A summary of the return of overdue items and payments made were reviewed. Based on the results, the library will continue to use the service.
- **Closed Session – Library Director Annual Performance Review** – A motion to go into closed session was made at 6:56 p.m. by Musgrave, seconded by Larson. Motion passed.
- **Reconvene into Open Session** – at 7:20 p.m.
- **Possible Action on Closed Session items** – Motion to approve performance review and raise made by Larson, seconded by Plank. Motion passed.

Motion to adjourn the meeting was made by Guard, seconded by Czaplewski at 7:30 p.m. Our next meeting date is Tuesday, January 28, at 6:30 p.m. in the main floor meeting room at the Burlington Public Library. Room.

Respectfully submitted,



Thomas Preusker
Aldermanic Representative



BURLINGTON PUBLIC LIBRARY

166 East Jefferson Street, Burlington,
Wisconsin 53105

Minutes of the Burlington Public Library Board of Trustees

The Burlington Public Library Board of Trustees met on Tuesday, November 26, 2019 at 6:30 p.m. in the Burlington Public Library downstairs Meeting Room.

Present: Savaglia, Larson, Bahr, Plank, Czaplewski, Guard, Preusker and Musgrave. Excused: Chaffee
Also present: Davies, and McCarthy

- Savaglia called the meeting to order at 6:31 pm.
- Public Communication to the Board – None
- Minutes of the October 22, 2019 meeting, Larson moved approval, Plank seconded. Motion passed.
- Preusker moved and Czaplewski seconded the motion to approve the November General Fund, Prepaid and Reimbursement Expenses of \$20,058.78 and November Trust Fund Expenses of \$118.25 totaling \$20,177.03. Motion passed.

Committee Reports:

- **Building & Grounds Committee** – Larson summarized the scores of the DPI Inclusive Services Assessment the committee completed at the October meeting. The assessment was created for libraries of all sizes, and we will work towards items that would be appropriate for our community.

Personnel Committee – Library staff are winding up all annual evaluations due on November 30. The committee will meet in December to compile data from Library Board members, city administrator and Lakeshores Administrator for Davies annual review. The committee will meet with Davies before presenting to the full Library Board.

Federated Library Report:

- **Trustee Appreciation Dinner** – Attendees enjoyed the dinner and speakers.

Director's Report:

- **Monthly Statistics Report** – Circulation and visitors were up for October. Overall we are doing well.
- **Kanopy video trial**– Davies demonstrated the Kanopy site we want to subscribe to. They have Independent films and documentaries, Great courses along with kids features. The cost is approximately \$2 per video and other libraries of our size are spending between \$2,000 and \$3,000 per year. We can put caps on usage. 90% of the videos come with public performance rights and could be useful in our Movie Monday programs.
- **RIPL scholarship application**–Research Institute for Public Libraries. Davies applied for a scholarship for staff in rural and small public libraries. If won, Davies will attend a workshop in Chicago in July with registration, curriculum and materials, three nights lodging and meals and up to \$500 for travel costs. The intensive workshops consist of evaluation design and implementation, data collection and use for strategic planning, management and communication and measures for reporting library impact. Davies will report if his application is accepted.

- **2019 Employee Evaluations** – Staff evaluations are nearly completed. Once submitted to city hall, employees are eligible for a step increase in wage.
- **New Shelver** – Aidan Eberly has been hired to replace Megan Heather who has resigned.
- **LSTA grant application** – Burlington Library was awarded a \$1000 mini grant for Coding and Drones. Jen Puccini is working with the school media specialists on applying for a grant to update our Spanish collection.

Unfinished Business:

- **Strategic Plan follow-up:** Davies wanted to know if Library Board members were satisfied with the strategic plan or if they wanted Sarah to come back and meet with the board. Preusker commented that Davies had presented the plan to the City Council members who were very pleased.

New Business

- **Gift & Donor Recognition Policy** – Library Board members reviewed and discussed the policy Davies had crafted. After a short discussion about how the public can donate to the Library, Davies said he is working on creating a process to donate from our website. Preusker moved approval, Larson seconded. Motion passed.
- **Review of Inclusive Services Assessment** – Savaglia suggested Library Board members review the Assessment questions and make suggestions on which items we may want to take action on.
- **Wisconsin Libraries Engaging Communities** –Thriving Libraries, a team of consultants trained in community engagement and leadership development techniques, is providing the expertise for this 18-month hands on, cohort-based training. **Up to 20 two-person Teams**--consisting of one library staff member and one community member--will be trained in this inaugural effort. Davies is looking for a community member that may be interested in this training.
- **RFP for Space Planning** – Davies presented a draft copy for a proposal. Some board members felt we needed to be more specific, possibly listing our priorities. Other members wanted information on costs for building an addition and renovating this Library. After much discussion, Davies felt he better understood what the Library Board wanted in the Request for Proposal and will bring back changes to the December meeting.

Motion to adjourn the meeting was made by Preusker, seconded by Guard, meeting adjourned at 8:33 p.m. Our next meeting date is Tuesday, December 17, at 6:30 p.m. in the main floor meeting room at the Burlington Public Library. Room.

Respectfully submitted,



Thomas Preusker
Aldermanic Representative

**Housing Authority of City of Burlington Wisconsin
Riverview Manor
December 18, 2019**

The regular monthly meeting of the Housing Authority of City of Burlington Wisconsin was held on Wednesday, December 18, 2019 at 5:30 p.m. at Riverview Manor. The meeting was called to order by Vice Chairman Heck.

COMMISSIONERS PRESENT: Vice Chairman Heck, Secretary Smith, Commissioners Lapp & Merten and Manager Arlene Odeja. Chairman Petersen, had an excused absence.

Minutes from the regular monthly meeting held November 20, 2019 were reviewed. A motion to approve the minutes as written was made by Heck, seconded by Merten, and carried unanimously.

FINANCIAL REPORT: Copies of the monthly operating statements, bills, and bank statements were dispersed and reviewed by board members including Reserve Account balances as of November 30, 2019. (See statement balance sheet). A motion to approve the financial report as written was made by Heck, seconded by Merten, and carried unanimously.

OCCUPANCY REPORT: Manager Odeja reported 47 on the waiting list for one bedroom units and 4 for two bedroom units. There are currently 2 vacancies.

BUILDING AND MAINTENANCE: See attached report.

Discussion on CNA bids was deferred until the January 2020 meeting. .

NEW BUSINESS: Discussion was held on Employee Code of Ethics, Conflict of Interest and Financial Policies. A motion to approve and adopt the Employee Code of Ethics, Conflict of Interest and Financial Policies was made by Heck, seconded by Merten, and carried unanimously. All employees and Board Commissioners will sign these documents each year.

Discussion was held on need for new computer for the office on a cost not to exceed \$1,500.00. Motion. A motion to purchase a computer was made by Heck, seconded by Merten and carried unanimously.

ADJOURNMENT: There being no further business, motion to adjourn was made by Merten, seconded by Heck, and carried unanimously. Meeting adjourned at 6:10 p.m. The next monthly meeting is scheduled for January 15, 2020 at 5:30 p.m.



John Smith, Secretary



**HISTORIC PRESERVATION COMMISSION
MEETING MINUTES
THURSDAY, DECEMBER 19, 2019**

The meeting was called to order by Chairman Darrel Eisenhardt at 5:30 p.m. Aldermanic Representative Susan Kott; Commissioners Frank Capra; Steve Wagner; Ken Morrison; Kevin O'Brien; and Bernard Petersen were present. City Administrator Carina Walters and Gregory Guidry, Building Inspector, were also present.

CITIZEN COMMENTS

None

APPROVAL OF MINUTES

Aldermanic Representative Kott moved, and Commissioner Capra seconded to approve the minutes of October 24, 2019.

LETTERS AND COMMUNICATIONS

None

OLD BUSINESS

A. To consider approving a new rendering of the railing for property located at 473 Milwaukee Avenue, which was presented at the July 25, 2019 HPC meeting.

- Chairman Eisenhardt introduced and opened this item for discussion.
- Aldermanic Representative Kott asked if the new rendering of the railing looked too short in height. Gregory Guidry, Building Inspector, explained the picture may show that, but the railing will be code compliant. Aldermanic Representative Kott stated the first drawing submitted with horizontal lines looked too contemporary, but now the vertical railings do not match the horizontal boards on the entrance gate into the alley. Commissioner Wagner stated he looked at old photos, and found that vertical railings were historical. Jonathan Thorngate, applicant, stated he did not come prepared for the gate/privacy fence discussion since it was not on the agenda. The Commissioners agreed the slats on the gate could go either direction, and there were no issues with either railing design.
- There were no further comments.
- Commissioner Wagner moved, and Commissioner Petersen seconded to recommend approval of the new rendering for the vertical railing, provided the railing is code compliant.
- All were in favor and the motion carried.

Mr. Thorngate wanted to clarify information from the meeting at the July meeting, so he asked if the concrete window sills could be painted a gray color to tie into the paneling, matching the walls. The Commissioners agreed to allow the window sills to be painted.

NEW BUSINESS

A. To consider approving a Certificate of Appropriateness (COA) and Sign Permit application from Michelle Petersen for property located at 109 E. Chestnut Street to install a fence for outdoor seating, lighting, and a hanging sign.

- Chairman Eisenhardt introduced and opened this item for discussion.
- Commissioner Petersen recused himself from this item.
- Aldermanic Representative Kott stated the owners did a great job with the improvements, and it looks appropriate.
- Gregory Guidry, Building Inspector, explained the projecting sign meets all regulations with size, color and location. Commissioner Wagner questioned what the distance was between the sign and the building. Commissioner Petersen replied the sign is 6 inches off the face of the building. Mr. Guidry commented the mini lights are above the awning.
- Commissioner Wagner commented how extremely organized this submittal was and would like to see the same from future applicants.
- There were no further comments.

1) Motion for COA

- Aldermanic Representative Kott moved, and Commissioner O'Brien seconded to approve the COA.
- All were in favor and the motion carried.

2) Motion for Sign Permit

- Commissioner O'Brien moved, and Commissioner Wagner seconded to approve the Sign Permit.
- All were in favor and the motion carried.

B. To consider approving a Sign Permit application from Kevin Schuerman for property located at 372 N. Pine Street to install a hanging sign.

- Chairman Eisenhardt introduced and opened this item for discussion.
- Mr. Guidry explained the existing wall sign will be removed, and the projecting sign meets all regulations with size, color and location.
- Aldermanic Representative Kott asked if the owner was set on the green color for the sign, or if he would consider changing it, since it is the same color as the Way Finding Signs throughout the city. Commissioner Wagner asked if the roof was flat or parapet. Mr. Guidry responded he was not sure, but will have the owner find out before the building is painted. Commissioner Wagner suggested it would be nice if the roof could be a flat top. The Commissioner had a discussion regarding the color of the building matching the sign. The Commissioners agreed they cannot require the applicant to use historic colors for the signage, only for the paint.
- There were no further comments.
- Alderman Representative Kott moved, and Commissioner O'Brien seconded to recommend approval of the Sign Permit as presented.
- All were in favor and the motion carried.

DISCUSSION ITEMS

A. Review of Façade Grant Funding Status

- Chairman Eisenhardt introduced and opened this item for discussion.
- Chairman Eisenhardt explained Round 8 has a \$0.00 balance and Round 9 has a balance of \$4,797.21, there have been no changes since October.

ADJOURNMENT

Commissioner Wagner moved, and Commissioner Morrison seconded to adjourn the meeting at 5:55 p.m. *All were in favor and the motion carried.*

Recording Secretary,

Kristine Anderson
Administrative Assistant



DATE: February 4, 2020

SUBJECT: PREPAID AND VOUCHERS - To approve the Prepaid and Vouchers list for bills accrued through February 04, 2020.

SUBMITTED BY: Steven DeQuaker, Finance Director

BACKGROUND/HISTORY:

Attached please find the Prepaid and Voucher list for bills accrued through February 04, 2020:

Total Prepaid:	\$ 131,472.21
Total Vouchers:	\$ 110,457.76
Tuition:	\$ 1,200.00
Grand Total:	<u>\$ 243,129.97</u>

BUDGET/FISCAL IMPACT:

5 Largest Disbursements on the Prepaid and Voucher List:

1. \$53,000.00 Glatfelter Specialty Benefits - 2019 LOSA Volunteer Firefighters
2. \$36,155.00 Pats Service - Bio-Solids Applied
3. \$17,748.83 Ascent Aviation Group, Inc. - Jet A Fuel
4. \$10,785.84 Interstate Power Systems, Inc. - Diagnostic-Stud Pipe-Generator Damage
5. \$ 9,481.86 Burlington Area Chamber of Commerce - 4th Qtr 2019 Room Tax

RECOMMENDATION:

Staff recommends that the Common Council accept and approve these Prepaid and Vouchers in the amount of \$243,129.97.

TIMING/IMPLEMENTATION:

This item is scheduled for consideration at the February 4, 2020 Common Council meeting.

Attachments

- Prepaid 01.17.20
- Prepaid 01.24.20
- Tuition 01.17.20
- Vouchers 02.04.20

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
100239007						
100-239007 LIFE INSURANCE	SECURIAN FINANCIAL GROUP,	Policy No. 002832L Feb Billing	2020FEB	01/14/2020	1,988.77	
Total 100239007:					1,988.77	
100515121225						
100-515121-225 MUNI COURT - TELEPHONE	BCN TELECOM, INC	PW200047 - Intoxilyzer Line	22868155	01/15/2020	60.91	
Total 100515121225:					60.91	
100515121330						
100-515121-330 MUNI COURT - INSRVC TRA	WI MUNICIPAL COURT CLERK	Annual membership dues	2020 DUES	01/16/2020	45.00	
Total 100515121330:					45.00	
100515132153						
100-515132-153 ADMIN - EBC	EMPLOYEE BENEFITS CORPO	EBC ADMIN	2770891	01/15/2020	37.50	
Total 100515132153:					37.50	
100515132225						
100-515132-225 ADMIN - TELEPHONE	AT & T LONG DISTANCE	AT & T LONG DISTANCE ADMIN	829440291 01/20	01/04/2020	4.02	
100-515132-225 ADMIN - TELEPHONE	AT & T	262 763-3747 163 6 Admin	26276334740120	01/04/2020	24.65	
Total 100515132225:					28.67	
100515141153						
100-515141-153 FINANCE - EMPLOYEE BEN	EMPLOYEE BENEFITS CORPO	EBC FINANCE	2770891	01/15/2020	7.50	
Total 100515141153:					7.50	
100515141225						
100-515141-225 FINANCE - TELEPHONE	AT & T	262 763-3747 163 6 Finance	26276334740120	01/04/2020	24.65	
100-515141-225 FINANCE - TELEPHONE	BCN TELECOM, INC	PW200047 - Intoxilyzer Line	22868155	01/15/2020	125.20	
Total 100515141225:					149.85	
100525211153						
100-525211-153 POLICE - EMP BENEFITS C	EMPLOYEE BENEFITS CORPO	EBC POLICE	2770891	01/15/2020	37.50	
Total 100525211153:					37.50	
100525211225						
100-525211-225 POLICE - TELEPHONE	AT & T	262 763-3747 163 6 Police	26276334740120	01/04/2020	123.29	
100-525211-225 POLICE - TELEPHONE	BCN TELECOM, INC	PW200047 - Intoxilyzer Line	22868155	01/15/2020	187.06	
Total 100525211225:					310.35	
100525211299						
100-525211-299 POLICE - SUNDRY CONTRA	WI DEPT OF JUSTICE	MUNI000090 - Services 01/01/20-03/31/20	455TIME-00000082	01/10/2020	414.00	
Total 100525211299:					414.00	
100525211533						
100-525211-533 POLICE - COPY MACHINE R	JAMES IMAGING SYSTEMS, IN	TOSHIBA- 4555C	26230451	01/06/2020	332.70	
Total 100525211533:					332.70	

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
100525220157						
100-525220-157 FIRE - INSERVICE TRAININ	TILAPA, BRIAN	NREMT AEMT Cognivie Written Exam	011320	01/17/2020	115.00	
Total 100525220157:					115.00	
100525220225						
100-525220-225 FIRE - TELEPHONE	AT & T LONG DISTANCE	AT & T LONG DISTANCE FIRE	829440291 01/20	01/04/2020	29.15	
100-525220-225 FIRE - TELEPHONE	AT & T	262 763-3747 163 6 Fire	26276334740120	01/04/2020	98.63	
Total 100525220225:					127.78	
100525220246						
100-525220-246 FIRE - REPAIR MAINT OFFI	MINER, WES	Reimbursement-TV & Keyboard-Front office	011020	01/13/2020	281.65	
Total 100525220246:					281.65	
100535321225						
100-535321-225 STREETS - TELEPHONE	AT & T	262 763-3747 163 6 DPW	26276334740120	01/04/2020	49.31	
Total 100535321225:					49.31	
100555532350						
100-555532-350 POOL	WE ENERGIES	6682-248-573	6682248573DEC19	01/02/2020	404.65	
Total 100555532350:					404.65	
251454572000						
251-454572-000 LIBRARY FINES	UNIQUE MANAGEMENT SERVI	Collection Co.	575817	01/17/2020	71.60	
Total 251454572000:					71.60	
251555511153						
251-555511-153 EMPLOYEE BENEFITS	EMPLOYEE BENEFITS CORPO	EBC LIBRARY	2770891	01/15/2020	37.50	
Total 251555511153:					37.50	
251555511225						
251-555511-225 TELEPHONE	BCN TELECOM, INC	PW200047 - Intoxilyzer Line	22868155	01/15/2020	63.19	
Total 251555511225:					63.19	
251555511242						
251-555511-242 REPAIR, MAINTENANCE EQ	FTW ROBOTICS	Drones for Coding Program	1453FTW	01/17/2020	1,022.88	
Total 251555511242:					1,022.88	
251555511247						
251-555511-247 REPAIR, MAINTENANCE BUI	WATER WORKS PLUMBING CO.	new drinking fountain	46725	01/17/2020	2,010.06	
251-555511-247 REPAIR, MAINTENANCE BUI	REINEMANS, INC.	General Building Supplies	174432	01/17/2020	92.80	
Total 251555511247:					2,102.86	
251555511310						
251-555511-310 OFFICE SUPPLIES, POSTA	DEMCO	Tech Services Supplies	6739643	01/17/2020	305.96	
251-555511-310 OFFICE SUPPLIES, POSTA	STAPLES BUSINESS ADVANTA	STAPLES LIBRARY SUPPLIES	L1219STAP	01/17/2020	51.75	
251-555511-310 OFFICE SUPPLIES, POSTA	KROGER	Supplies	137112	01/17/2020	19.46	
Total 251555511310:					377.17	

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
251555511327						
251-555511-327 MATERIALS	BAKER & TAYLOR	Children's Material	2034985797	01/17/2020	423.53	
251-555511-327 MATERIALS	BAKER & TAYLOR	Library Materials	2034999346	01/17/2020	1,356.56	
251-555511-327 MATERIALS	CENTER POINT LARGE PRINT	Adult Large Print Material	1747946	01/17/2020	22.50	
251-555511-327 MATERIALS	CAVENDISH SQUARE PUBLISHI	CHILDREN'S MATERIALS	3215271	01/17/2020	195.54	
251-555511-327 MATERIALS	AMAZON.COM/GE MONEY	books	L1219AMAZ1	01/17/2020	40.00	
251-555511-327 MATERIALS	AMAZON.COM/GE MONEY	dvd	L1219AMAZ4	01/17/2020	18.98	
251-555511-327 MATERIALS	MIDWEST TAPE, LLC	children's DVD's	98430733	01/17/2020	291.09	
251-555511-327 MATERIALS	MIDAMERICA BOOKS	Childrens Materials	501071	01/17/2020	284.25	
251-555511-327 MATERIALS	BAKER & TAYLOR - AUDIOBOO	Audiobooks	2034999108	01/17/2020	53.08	
Total 251555511327:					2,685.53	
251555511330						
251-555511-330 INSERVICE TRAINING/TRAV	WI LIBRARY ASSN.	Library Legistrative Day Reg	L129WLA	01/17/2020	50.00	
251-555511-330 INSERVICE TRAINING/TRAV	PUCCINI, JENNIFER	Reimbursement - mileage	011520	01/15/2020	38.07	
Total 251555511330:					88.07	
251555511345						
251-555511-345 PROGRAMS	AMAZON.COM/GE MONEY	Ukuleles	L1219AMAZ2	01/17/2020	479.92	
251-555511-345 PROGRAMS	AMAZON.COM/GE MONEY	Sand Tables	L1219AMAZ3	01/17/2020	109.98	
251-555511-345 PROGRAMS	AMAZON.COM/GE MONEY	program items	L1219AMAZ5	01/17/2020	31.36	
251-555511-345 PROGRAMS	AMAZON.COM/GE MONEY	Childrens Program Supplies	L1219AMAZ6	01/17/2020	22.86	
251-555511-345 PROGRAMS	PUCCINI, JENNIFER	Reimbursement - Supplies	011520	01/15/2020	5.00	
251-555511-345 PROGRAMS	SCHLITZ AUDUBON NATURE C	PROGRAM	1230*	01/16/2020	243.00	
251-555511-345 PROGRAMS	SMITH, KAREN JO	Program	010920	01/09/2020	5.00	
Total 251555511345:					897.12	
465555511801						
465-555511-801 LIBRARY OUTLAY	MARTIN GROUP	New Copier - Library	1259149	01/14/2020	1,939.22	
Total 465555511801:					1,939.22	
621575740153						
621-575740-153 EMPLOYEE BENEFITS	EMPLOYEE BENEFITS CORPO	EBC WWTP	2770891	01/15/2020	30.00	
Total 621575740153:					30.00	
621575740220						
621-575740-220 WWTP-ELECTRIC	WE ENERGIES	6268-292-660	6268292660DEC19	01/06/2020	56.12	
Total 621575740220:					56.12	
621575740330						
621-575740-330 SEWER - INSRVC TRNG & T	EIASEW	WINTER CODE UPDATE REGISTRATIO	022520	01/13/2020	190.00	
Total 621575740330:					190.00	
622509210000						
622-509210-000 OFFICE SUPPLY	AT & T	262 763-3747 163 6 Water	26276334740120	01/04/2020	49.30	
Total 622509210000:					49.30	
623575740225						
623-575740-225 TELEPHONE	AT & T	262 763-3747 163 6 Airport	26276334740120	01/04/2020	73.97	
623-575740-225 TELEPHONE	BCN TELECOM, INC	PW200047 - Intoxilyzer Line	22868155	01/15/2020	60.91	

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
Total 623575740225:					134.88	
864212001						
864-212001 REFUNDS PAYABLE	MARSHALL, BRIAN	Property Tax Refund 2019	215448	01/13/2020	187.04	
864-212001 REFUNDS PAYABLE	SNEEBERT LLC	Property Tax Refund 2019	214467	01/09/2020	110.43	
864-212001 REFUNDS PAYABLE	HELLUM, ERIK E & JENNIFER G	PROPERTY TAX REFUND 2019	214614	01/10/2020	2.00	
864-212001 REFUNDS PAYABLE	ISFERDING, AUSTIN M & LINDS	PROPERTY TAX REFUND 2019	215267	01/13/2020	47.96	
864-212001 REFUNDS PAYABLE	MARX, LEONARD & HARRIET	PROPERTY TAX REFUND 2019	215422	01/13/2020	1,462.26	
864-212001 REFUNDS PAYABLE	BEVER, MICHAEL & JACQUELY	PROPERTY TAX REFUND 2019	215672	01/14/2020	180.30	
Total 864212001:					1,989.99	
875232000						
875-232000 MUNICIPAL COURT DEP	MARTENS, MICHAEL J	REIMBURSE-PAID INCORRECT MUNICIPALITY	011420	01/14/2020	200.50	
Total 875232000:					200.50	
Grand Totals:					16,327.07	

Dated: _____

Motion for Approval by: _____

Motion Seconded by: _____

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
100454511000						
100-454511-000 CLERKS REVENUE	Glatfelter Specialty Benefits	Burlington Rescue Squad	2019 BRS	01/21/2020	6,165.00	01/24/2020
Total 100454511000:					6,165.00	
100515181324						
100-515181-324 HR-Membership Dues	NATIONAL PELRA	2020 MEMBERSHIP	JCC42A1228	01/23/2020	210.00	01/24/2020
Total 100515181324:					210.00	
100525211225						
100-525211-225 POLICE - TELEPHONE	AT & T	287278196495	287278196495X011	01/05/2020	423.03	01/24/2020
Total 100525211225:					423.03	
100525220163						
100-525220-163 FIRE - LOSA	SPECIALTY BENEFITS	2019 LOSA Volunteer Firefighters	LOSA 2019	01/24/2020	53,000.00	
Total 100525220163:					53,000.00	
100535321220						
100-535321-220 STREETS - UTILITIES	WE ENERGIES	0421-498-624	0421498624DEC19	01/14/2020	1,371.59	01/24/2020
100-535321-220 STREETS - UTILITIES	WE ENERGIES	7617-269-652	7617269652DEC19	01/15/2020	44.55	01/24/2020
Total 100535321220:					1,416.14	
100535321225						
100-535321-225 STREETS - TELEPHONE	TDS	TDS DPW 262-539-3770 (SPLIT)	262-539-3770 01/20	01/19/2020	86.22	01/24/2020
Total 100535321225:					86.22	
100535321261						
100-535321-261 STREETS - LIGHTING UTILI	WE ENERGIES	4067-122-145	4067122145DEC19	01/14/2020	22.95	01/24/2020
Total 100535321261:					22.95	
100535321374						
100-535321-374 STREETS -EMERGENCY G	FEDERAL SIGNAL CORPORATI	Cntl, DC, One-Way, High Band	7352752	11/15/2019	5,652.12	01/24/2020
Total 100535321374:					5,652.12	
100555551220						
100-555551-220 PARKS - UTILITIES	WE ENERGIES	0635-112-551	0635112551DEC19	01/07/2020	26.88	01/24/2020
100-555551-220 PARKS - UTILITIES	WE ENERGIES	3406-030-405	3406030405DEC19	01/14/2020	51.74	01/24/2020
100-555551-220 PARKS - UTILITIES	WE ENERGIES	4447-370-241	4447370241DEC19	01/15/2020	18.96	01/24/2020
100-555551-220 PARKS - UTILITIES	WE ENERGIES	8893-353-410	8893353410DEC19	01/06/2020	11.84	01/24/2020
100-555551-220 PARKS - UTILITIES	WE ENERGIES	9274-302-992	9274302992DEC19	01/06/2020	18.96	01/24/2020
Total 100555551220:					128.38	
100555551225						
100-555551-225 PARKS - TELEPHONE	TDS	TDS DPW 262-539-3770 (SPLIT)	262-539-3770 01/20	01/19/2020	43.11	01/24/2020
Total 100555551225:					43.11	
100565639399						
100-565639-399 ECONOMIC DEVELOPMENT	BURLINGTON AREA CHAMBER	4th qtr 2019 Room Tax	2019 4TH ROOM T	01/23/2020	9,481.86	01/24/2020
100-565639-399 ECONOMIC DEVELOPMENT	RA CO CONVENTION & VISTOR	4th qtr 2019 Room Tax	4TH QTR 2019	01/21/2020	9,481.86	01/24/2020

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
Total 100565639399:					18,963.72	
251555511327						
251-555511-327 MATERIALS	BAKER & TAYLOR	BAKER & TAYLOR LIBRARY MATERIALS	2035001195	01/07/2020	389.57	01/24/2020
251-555511-327 MATERIALS	BAKER & TAYLOR	BAKER & TAYLOR LIBRARY MATERIALS	2035001588	01/07/2020	364.27	01/24/2020
251-555511-327 MATERIALS	BAKER & TAYLOR	BAKER & TAYLOR LIBRARY MATERIALS	2035019360	01/03/2020	142.76	01/24/2020
251-555511-327 MATERIALS	WT COX SUBSCRIPTIONS	WT Cox: Account Number 2060246	3075267	12/30/2019	2,239.75	01/24/2020
Total 251555511327:					3,136.35	
251555511330						
251-555511-330 INSERVICE TRAINING/TRAV	DAVIES, JOE	Reimbursement: Mileage	2019 MLG	01/21/2020	216.65	01/24/2020
Total 251555511330:					216.65	
251555511345						
251-555511-345 PROGRAMS	ANDERS, MARY	SUPPLIES-PROGAM	011820	01/18/2020	45.00	01/24/2020
Total 251555511345:					45.00	
501474930000						
501-474930-000 PREMIUMS FROM DEPART	SOLOFRA, PATRICIA	Dec 2019 HSA	012120	01/21/2020	327.49	01/24/2020
Total 501474930000:					327.49	
621575740220						
621-575740-220 WWTP-ELECTRIC	WE ENERGIES	7672-906-685	7672906685DEC19	01/15/2020	375.99	01/24/2020
621-575740-220 WWTP-ELECTRIC	WE ENERGIES	8098-971-449	8098971449DEC19	01/16/2020	48.49	01/24/2020
621-575740-220 WWTP-ELECTRIC	WE ENERGIES	8635-875-051	8635875051DEC19	01/09/2020	83.12	01/24/2020
Total 621575740220:					507.60	
621575740225						
621-575740-225 TELEPHONE	TDS	TDS WWTP 262-539-3646	262-539-3646 01/20	01/19/2020	190.90	01/24/2020
621-575740-225 TELEPHONE	VERIZON WIRELESS	SCADA WWTP Acct # 242013605-00001	9845964336	01/10/2020	22.34	01/24/2020
Total 621575740225:					213.24	
621575740310						
621-575740-310 OFFICE SUPPLIES, POSTA	KROGER	Customer # MI0390: Coffee	1019075709	11/11/2019	6.99	01/24/2020
621-575740-310 OFFICE SUPPLIES, POSTA	KROGER	Customer # MI0390: Coffee	1219081623	01/03/2020	10.67	01/24/2020
Total 621575740310:					17.66	
621575740371						
621-575740-371 REG/PERMITS/OUTSIDE TE	WI EMERGENCY MANAGEMEN	WI EMERGENCY MANAGEMENT WWTP	214542	01/02/2020	205.00	01/24/2020
Total 621575740371:					205.00	
621575740374						
621-575740-374 SAFETY	KROGER	Customer # MI0390: 1st Aid Training	1119077050	11/21/2019	15.98	01/24/2020
Total 621575740374:					15.98	
622509210000						
622-509210-000 OFFICE SUPPLY	TDS	TDS DPW 262-539-3770 (SPLIT)	262-539-3770 01/20	01/19/2020	86.22	01/24/2020
622-509210-000 OFFICE SUPPLY	TIME WARNER CABLE	Acct#715297601 WATER SCADA	715297601011520	01/15/2020	129.29	01/24/2020
622-509210-000 OFFICE SUPPLY	AT & T	414 r24-8901 367 9	414R24890101	01/10/2020	68.95	01/24/2020

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
Total 622509210000:					284.46	
622509230000						
622-509230-000 OUTSIDE SERVICES	WI EMERGENCY MANAGEMEN	WI EMERGENCY MANAGEMENT WATER DEPT	215915	01/22/2020	205.00	01/24/2020
622-509230-000 OUTSIDE SERVICES	WI EMERGENCY MANAGEMEN	WI EMERGENCY MANAGEMENT WATER DEPT	215916	01/22/2020	205.00	01/24/2020
622-509230-000 OUTSIDE SERVICES	WI EMERGENCY MANAGEMEN	WI EMERGENCY MANAGEMENT WATER DEPT	215917	01/22/2020	205.00	01/24/2020
622-509230-000 OUTSIDE SERVICES	WI EMERGENCY MANAGEMEN	WI EMERGENCY MANAGEMENT WATER DEPT	215919	01/22/2020	205.00	01/24/2020
622-509230-000 OUTSIDE SERVICES	WI EMERGENCY MANAGEMEN	WI EMERGENCY MANAGEMENT WATER DEPT	215920	01/22/2020	205.00	01/24/2020
Total 622509230000:					1,025.00	
623575740200						
623-575740-200 FUEL FOR RESALE	ASCENT AVIATION GROUP, INC	JET A	659937	01/21/2020	17,748.83	01/24/2020
Total 623575740200:					17,748.83	
623575740220						
623-575740-220 ELECTRIC	WE ENERGIES	3243-871-135	3243871135DEC19	01/14/2020	154.28	01/24/2020
623-575740-220 ELECTRIC	WE ENERGIES	4066-688-457	4066688457DEC19	01/14/2020	212.08	01/24/2020
623-575740-220 ELECTRIC	WE ENERGIES	4619-277-006	4619277006DEC19	01/15/2020	552.77	01/24/2020
623-575740-220 ELECTRIC	WE ENERGIES	6069-094-440	6069094440DEC19	01/15/2020	105.85	01/24/2020
623-575740-220 ELECTRIC	WE ENERGIES	6280-861-972	6280861972DEC19	01/15/2020	21.77	01/24/2020
623-575740-220 ELECTRIC	WE ENERGIES	6831-002-581	6831002581DEC19	01/14/2020	69.38	01/24/2020
623-575740-220 ELECTRIC	WE ENERGIES	7460-654-921	7460654921DEC19	01/15/2020	72.04	01/24/2020
623-575740-220 ELECTRIC	WE ENERGIES	8460-785-002	8460785002DEC19	01/15/2020	38.88	01/24/2020
Total 623575740220:					1,227.05	
864212001						
864-212001 REFUNDS PAYABLE	CITY OF BURLINGTON	PROP TAX REFUND 2018-GUNNELL, PETER	135823*	01/23/2020	44.70	01/24/2020
864-212001 REFUNDS PAYABLE	CITY OF BURLINGTON	2019 PROP TAX OVERPAYMENT-PD TO WATER	216646	01/16/2020	1,773.12	01/24/2020
864-212001 REFUNDS PAYABLE	PETERSEN, BERNARD & MICH	Property Tax Refund 2019	217709	01/21/2020	410.69	01/24/2020
864-212001 REFUNDS PAYABLE	TOWN OF BURLINGTON	2019 TOWN PROPERTY TAXES-BAILEY	BAILEY 2019	01/23/2020	1,835.65	01/24/2020
Total 864212001:					4,064.16	
Grand Totals:					115,145.14	

Dated: _____

Motion for Approval by: _____

Motion Seconded by: _____

Employee Number	Name	23-01 MILEAGE Emp Amt	23-02 MEALS Emp Amt	23-03 OTHER TRAV Emp Amt	21-05 GEN REIMB5 Emp Amt	21-01 MISC REIMB Emp Amt	Total Amount
100081279	PUCINI, JENNIFER L.	.00	.00	.00	.00	1,200.00	1,200.00
Grand Totals:		1	.00	.00	.00	1,200.00	1,200.00

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
10051511399						
100-515111-399 CITY COUNCIL - PUBLICATI	SOUTHERN LAKES NEWSPAPE	CUP Hearing 2457 Browns Lake Dr.	364640	01/20/2020	56.26	
Total 10051511399:					56.26	
100515121248						
100-515121-248 MUNI COURT - REP & MAIN	DONERITE JANITORIAL SERV I	City Hall Split Muni Court	3473	01/21/2020	45.08	
Total 100515121248:					45.08	
100515121344						
100-515121-344 MUNI COURT - JANITOR SU	ELKHORN CHEMICAL & PACKA	Muni Janitor Supplies	618228	01/17/2020	13.09	
Total 100515121344:					13.09	
100515132248						
100-515132-248 REPAIRS & MAINT BUILDIN	DONERITE JANITORIAL SERV I	City Hall Split Admin	3473	01/21/2020	270.00	
Total 100515132248:					270.00	
100515132310						
100-515132-310 ADMIN - OFF SUPP-POSTA	ALSCO	ALSCO DPW (split) Customer # 074780	IMIL1525156	01/08/2020	3.08	
100-515132-310 ADMIN - OFF SUPP-POSTA	ALSCO	ALSCO DPW (split) Customer # 074780	IMIL1527631	01/15/2020	3.08	
100-515132-310 ADMIN - OFF SUPP-POSTA	ALSCO	ALSCO DPW (split) Customer # 074780	IMIL1530078	01/22/2020	3.08	
100-515132-310 ADMIN - OFF SUPP-POSTA	BURLINGTON AREA SCHOOL D	BASD CITY HALL ADMIN PAPER	011620	01/16/2020	108.80	
100-515132-310 ADMIN - OFF SUPP-POSTA	STAPLES BUSINESS ADVANTA	STAPLES ADMIN OFFICE SUPPLIES	8057001090	01/04/2020	54.73	
100-515132-310 ADMIN - OFF SUPP-POSTA	STAPLES BUSINESS ADVANTA	STAPLES ADMIN OFFICE SUPPLIES	8057001090	01/04/2020	98.00	
Total 100515132310:					270.77	
100515132344						
100-515132-344 ADMIN - JANITOR SUPPLIE	ELKHORN CHEMICAL & PACKA	Admin Janitor Supplies	618228	01/17/2020	149.17	
Total 100515132344:					149.17	
100515140248						
100-515140-248 CLERK-REPAIRS & MAINT B	DONERITE JANITORIAL SERV I	City Hall Split Clerk	3473	01/21/2020	44.96	
Total 100515140248:					44.96	
100515141248						
100-515141-248 FINANCE - REP AND MAINT	DONERITE JANITORIAL SERV I	City Hall Split Finance	3473	01/21/2020	270.00	
Total 100515141248:					270.00	
100515141298						
100-515141-298 FINANCE - CONTRACT SER	RACINE COUNTY	Print & Mail tax Bill	19-COB-TB	01/16/2020	2,261.57	
Total 100515141298:					2,261.57	
100515141310						
100-515141-310 FINANCE - OFFICE SUPP/P	BURLINGTON AREA SCHOOL D	BASD FINANCE PAPER	011620	01/16/2020	81.60	
100-515141-310 FINANCE - OFFICE SUPP/P	STAPLES BUSINESS ADVANTA	STAPLES CITY FINANCE SUPPLIES	8057001090	01/04/2020	546.44	
Total 100515141310:					628.04	
100515141344						
100-515141-344 FINANCE - JANITOR SUPPLI	ELKHORN CHEMICAL & PACKA	Finance Janitor Supplies	618228	01/17/2020	81.13	
100-515141-344 FINANCE - JANITOR SUPPLI	ELKHORN CHEMICAL & PACKA	Clerk Janitor Supplies	618228	01/17/2020	13.09	

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Total 100515141344:					94.22	
100515161298						
100-515161-298	ATTORNEY - CONTRACT S	VONBRIESEN & ROPER, S.C.	Von Briesen & Roper - Labor & Employment	309896	01/20/2020	577.50
Total 100515161298:					577.50	
100515181344						
100-515181-344	HR-JANITOR SUPPLIES	ELKHORN CHEMICAL & PACKA	HR Janitorial Supplies	618228	01/17/2020	5.23
Total 100515181344:					5.23	
100525211159						
100-525211-159	POLICE - CLOTHING ALLO	GALLS, LLC	GALLS INC POLICE DEPT SUPPLIES	BC1021870	01/13/2020	2,057.24
Total 100525211159:					2,057.24	
100525211239						
100-525211-239	POLICE - EQUIPMENT NON	AXON ENTERPRISES, INC.	LICENSE - YEAR 1 PAYMENT	SI-1634186	01/14/2020	270.00
Total 100525211239:					270.00	
100525211242						
100-525211-242	POLICE - REPAIR/MTCE EQ	BUMPER TO BUMPER BURLING	Oil/Oil Filter	1-370867	01/10/2020	48.59
100-525211-242	POLICE - REPAIR/MTCE EQ	TKK ELECTRONICS	#906 Toughbook 31	107313195C	12/10/2019	4,266.00
100-525211-242	POLICE - REPAIR/MTCE EQ	WISCO AUTOMOTIVE	V #903 MAINTENANCE SUPPLIES	4273	01/10/2020	98.93
100-525211-242	POLICE - REPAIR/MTCE EQ	WISCO AUTOMOTIVE	V #906 MAINTENANCE SUPPLIES	4295	01/13/2020	20.99
100-525211-242	POLICE - REPAIR/MTCE EQ	WISCO AUTOMOTIVE	V #905 MAINTENANCE SUPPLIES	4376	01/21/2020	101.56
100-525211-242	POLICE - REPAIR/MTCE EQ	WISCO AUTOMOTIVE	V #907 MAINTENANCE SUPPLIES	4392	01/22/2020	20.99
Total 100525211242:					4,557.06	
100525211244						
100-525211-244	POLICE - REPAIR & MAINT	TKK ELECTRONICS	#908-Toughbook 31	107313195A	12/10/2019	4,291.00
100-525211-244	POLICE - REPAIR & MAINT	TKK ELECTRONICS	#903 Toughbook 331	107313195B	12/10/2019	4,266.00
Total 100525211244:					8,557.00	
100525211248						
100-525211-248	POLICE - REP & MAINT BUIL	HALVERSON DOOR LLC.	service call-Police	8649	01/15/2020	1,090.00
100-525211-248	POLICE - REP & MAINT BUIL	REINEMANS, INC.	Supplies-Police Dept	175120	01/15/2020	2.51
Total 100525211248:					1,092.51	
100525211299						
100-525211-299	POLICE - SUNDRY CONTRA	DONERITE JANITORIAL SERV I	DONERITE BILLING POLICE	3474	01/21/2020	675.00
Total 100525211299:					675.00	
100525211310						
100-525211-310	POLICE - OFF SUPP-POSTA	BURLINGTON AREA SCHOOL D	BASD POLICE PAPER	011620	01/16/2020	108.80
100-525211-310	POLICE - OFF SUPP-POSTA	MENARDS	Supplies-Police Dept	10145	01/08/2020	10.99
100-525211-310	POLICE - OFF SUPP-POSTA	REINEMANS, INC.	Supplies-Police Dept	175513	01/24/2020	41.38
100-525211-310	POLICE - OFF SUPP-POSTA	STAPLES BUSINESS ADVANTA	STAPLES POLICE DEPT	8057001090	01/04/2020	34.49
100-525211-310	POLICE - OFF SUPP-POSTA	ROUNDY'S, INC.	MI0650-Coffee	1119079316	12/11/2019	12.66
100-525211-310	POLICE - OFF SUPP-POSTA	ROUNDY'S, INC.	MI0650-Coffee	1219080454	12/19/2019	17.65
100-525211-310	POLICE - OFF SUPP-POSTA	ROUNDY'S, INC.	MI0650-Water	1219081508	01/02/2020	5.67

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Total 100525211310:					231.64	
100525211324						
100-525211-324	POLICE - PUBL,SUBSCRIPT	BURLINGTON ROTARY CLUB	BURLINGTON ROTARY CLUB ANDERSON	62676	12/31/2019	174.00
Total 100525211324:					174.00	
100525211344						
100-525211-344	POLICE - JANITOR SUPPLIE	ELKHORN CHEMICAL & PACKA	Police Supplies	618227	01/15/2020	242.15
100-525211-344	POLICE - JANITOR SUPPLIE	MENARDS	Supplies-Police Dept	10636	01/15/2020	40.92
Total 100525211344:					283.07	
100525211381						
100-525211-381	POLICE - INVESTIGATIONS	ACL LABORATORIES	ACL LAB POLICE DEPT	4825-20191217	01/16/2020	26.80
100-525211-381	POLICE - INVESTIGATIONS	ACL LABORATORIES	ACL LAB POLICE DEPT	8338-20191226	01/15/2020	26.80
100-525211-381	POLICE - INVESTIGATIONS	ACL LABORATORIES	ACL LAB POLICE DEPT	9040-20191223	01/07/2020	26.80
Total 100525211381:					80.40	
100525220242						
100-525220-242	FIRE - REPAIR & MAINT VE	MERTEN'S AUTO SERVICE CE	Repairs - 1998 Ford F250	75954	01/22/2020	253.28
Total 100525220242:					253.28	
100525220244						
100-525220-244	FIRE - REPAIR MAINT EQUI	5 ALARM	5 Alarm Fire & Safety - Equipment	193323-1	01/16/2020	288.00
100-525220-244	FIRE - REPAIR MAINT EQUI	5 ALARM	5 Alarm Fire & Safety - Supplies	193479-1	01/16/2020	2,720.00
100-525220-244	FIRE - REPAIR MAINT EQUI	5 ALARM	5 Alarm Fire & Safety - Equipment	193484-1	01/16/2020	1,150.00
100-525220-244	FIRE - REPAIR MAINT EQUI	LOIS TIRE SHOP,INC.	Repair Tire-Snowblower	450973	01/10/2020	30.89
100-525220-244	FIRE - REPAIR MAINT EQUI	KNOX COMPANY	KeySecure	INV01988752	01/20/2020	1,122.00
100-525220-244	FIRE - REPAIR MAINT EQUI	BUMPER TO BUMPER BURLING	Oil Dry	1-370992	01/13/2020	77.94
Total 100525220244:					5,388.83	
100525220246						
100-525220-246	FIRE - REPAIR MAINT OFFI	MENARDS	Supplies-Fire Dept	10328	01/10/2020	29.99
Total 100525220246:					29.99	
100525220248						
100-525220-248	FIRE - REPAIR MAINT BLDG	ALSCO	ALSCO - FIRE DEPT CUSTOMER #012470	IMIL1527623	01/15/2020	89.18
100-525220-248	FIRE - REPAIR MAINT BLDG	AUTUMN SUPPLY	Autumn Supply - cleaning supplies	12949	01/15/2020	280.76
100-525220-248	FIRE - REPAIR MAINT BLDG	MENARDS	Supplies-Fire Dept	10291	01/10/2020	131.43
100-525220-248	FIRE - REPAIR MAINT BLDG	MENARDS	Supplies-Fire Dept	10652	01/15/2020	644.93
100-525220-248	FIRE - REPAIR MAINT BLDG	REINEMANS, INC.	supplies-Fire Dept	175246	01/17/2020	6.80
Total 100525220248:					1,153.10	
100525220298						
100-525220-298	FIRE- CONTRACT SERVICE	MALEK & ASSOCIATES CONSU	fire alarm control panel review Lago Dental	6093	12/30/2019	390.00
100-525220-298	FIRE- CONTRACT SERVICE	MALEK & ASSOCIATES CONSU	fire alarm control panel review Eye Physicians	6094	12/31/2019	870.00
100-525220-298	FIRE- CONTRACT SERVICE	MALEK & ASSOCIATES CONSU	fire alarm control panel review Antioch Pizza	6095	01/04/2020	270.00
Total 100525220298:					1,530.00	
100525220310						
100-525220-310	FIRE - OFFICE SUPPLIES	BURLINGTON AREA SCHOOL D	BASD FIRE DEPT PAPER	011620	01/16/2020	81.60

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100-525220-310 FIRE - OFFICE SUPPLIES	REINEMANS, INC.	UPS	175229	01/17/2020	30.14	
100-525220-310 FIRE - OFFICE SUPPLIES	GOOSEBERRIES	Fire Dept	14524	01/09/2020	57.81	
100-525220-310 FIRE - OFFICE SUPPLIES	STAPLES BUSINESS ADVANTA	STAPLES OFFICE SUPPLIES	8057001090	01/04/2020	161.27	
100-525220-310 FIRE - OFFICE SUPPLIES	COMPLETE OFFICE OF WISCO	Office Supplies	565792	01/27/2020	26.00	
Total 100525220310:					356.82	
100525220389						
100-525220-389 FIRE - PROTECTIVE CLOTH	5 ALARM	5 Alarm Fire & Safety - Equipment	193323-1	01/16/2020	1,183.69	
100-525220-389 FIRE - PROTECTIVE CLOTH	5 ALARM	5 Alarm Fire & Safety - Supplies	193591-1	01/17/2020	340.00	
Total 100525220389:					1,523.69	
100525231248						
100-525231-248 BLDG INSP REP & MAINT B	DONERITE JANITORIAL SERV I	City Hall Split Bldg	3473	01/21/2020	44.96	
Total 100525231248:					44.96	
100535321159						
100-535321-159 STREETS - CLOTHING ALL	ALSCO	ALSCO DPW (split) Customer # 074780	IMIL1525156	01/08/2020	35.25	
100-535321-159 STREETS - CLOTHING ALL	ALSCO	ALSCO DPW (split) Customer # 074780	IMIL1527631	01/15/2020	35.25	
100-535321-159 STREETS - CLOTHING ALL	ALSCO	ALSCO DPW (split) Customer # 074780	IMIL1530078	01/22/2020	37.82	
Total 100535321159:					108.32	
100535321242						
100-535321-242 STREETS - REP MAINT VE	CLOVER LEAF TRUCK SERVIC	#519 Repairs (split)	24234	12/16/2019	234.25	
100-535321-242 STREETS - REP MAINT VE	LYNCH BURLINGTON	Clean Vehicle Interior	1118360	12/17/2019	87.50	
Total 100535321242:					321.75	
100535321248						
100-535321-248 STREETS REP & MAINT BL	ALSCO	ALSCO DPW (split) Customer # 074781	IMIL1525157	01/08/2020	14.15	
100-535321-248 STREETS REP & MAINT BL	ALSCO	ALSCO DPW (split) Customer # 074780	IMIL1530078	01/22/2020	33.17	
100-535321-248 STREETS REP & MAINT BL	ALSCO	ALSCO DPW (split) Customer # 074781	IMIL1530079	01/22/2020	14.15	
Total 100535321248:					61.47	
100535321310						
100-535321-310 STREETS - OFF SUPP/POS	CANON FINANCIAL SERVICES,	Contrat No. WI#505ENT-M15-MFD (split)	21006385	01/13/2020	46.20	
100-535321-310 STREETS - OFF SUPP/POS	CANON FINANCIAL SERVICES,	Contract No. 3091 /505ENT-M15-MFDCopier	21006386	01/13/2020	5.59	
Total 100535321310:					51.79	
100535321350						
100-535321-350 STREETS - REP MAINT SUP	MENARDS	Mailbox Repair	9763	01/03/2020	1.74	
100-535321-350 STREETS - REP MAINT SUP	IBD, LLC	IBD- split	110161024	12/11/2019	102.45	
100-535321-350 STREETS - REP MAINT SUP	BUMPER TO BUMPER BURLING	Air Filter	1-370614	01/06/2020	5.97	
Total 100535321350:					110.16	
100535321351						
100-535321-351 STREETS - MAINT CURB,G	ASPHALT CONTRACTORS, INC	Highway Blend-Cold Mix	219621	12/28/2019	380.00	
Total 100535321351:					380.00	
100535321520						
100-535321-520 STREETS - PROP & LIAB IN	EMC INSURANCE COMPANY	EMC Commercial Acct 5X90433	D-05230214	01/23/2020	1,219.34	

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Total 100535321520:					1,219.34	
100555551159						
100-555551-159 PARKS - CLOTHING	ALSCO	ALSCO DPW (split) Customer # 074780	IMIL1525156	01/08/2020	35.26	
100-555551-159 PARKS - CLOTHING	ALSCO	ALSCO DPW (split) Customer # 074780	IMIL1527631	01/15/2020	35.26	
100-555551-159 PARKS - CLOTHING	ALSCO	ALSCO DPW (split) Customer # 074780	IMIL1530078	01/22/2020	37.82	
Total 100555551159:					108.34	
100555551242						
100-555551-242 PARKS - REPAIR MAINT VE	CLOVER LEAF TRUCK SERVIC	#519 Repairs (split)	24234	12/16/2019	234.24	
100-555551-242 PARKS - REPAIR MAINT VE	LYNCH BURLINGTON	Clean Vehicle Interior	1118360	12/17/2019	87.50	
Total 100555551242:					321.74	
100555551248						
100-555551-248 PARKS - REPAIR MAINT BL	ALSCO	ALSCO DPW (split) Customer # 074781	IMIL1525157	01/08/2020	7.07	
100-555551-248 PARKS - REPAIR MAINT BL	ALSCO	ALSCO DPW (split) Customer # 074780	IMIL1530078	01/22/2020	33.16	
100-555551-248 PARKS - REPAIR MAINT BL	ALSCO	ALSCO DPW (split) Customer # 074781	IMIL1530079	01/22/2020	7.07	
Total 100555551248:					47.30	
100555551310						
100-555551-310 PARKS - OFFICE SUPP, PO	CANON FINANCIAL SERVICES,	Contrat No. WI#505ENT-M15-MFD (split)	21006385	01/13/2020	23.10	
100-555551-310 PARKS - OFFICE SUPP, PO	CANON FINANCIAL SERVICES,	Contract No. 3091 /505ENT-M15-MFDCopier	21006386	01/13/2020	2.80	
Total 100555551310:					25.90	
100555551350						
100-555551-350 PARKS - REPAIR/MTCE SUP	IBD, LLC	IBD- split	110161024	12/11/2019	102.45	
100-555551-350 PARKS - REPAIR/MTCE SUP	BUMPER TO BUMPER BURLING	Air Filter	1-370614	01/06/2020	5.96	
Total 100555551350:					108.41	
100555551520						
100-555551-520 PARKS - PROP AND LIAB IN	EMC INSURANCE COMPANY	EMC Commercial Acct 5X90433	D-05230214	01/23/2020	1,219.33	
Total 100555551520:					1,219.33	
100565641298						
100-565641-298 PLAN COMM - CONTRACT S	KAPUR & ASSOCIATES, INC.	Glen at Stonegate Phase 3-Plan	101261	01/14/2020	93.00	
100-565641-298 PLAN COMM - CONTRACT S	KAPUR & ASSOCIATES, INC.	SEWRPC Study 19.0139.01	101266	01/14/2020	224.00	
100-565641-298 PLAN COMM - CONTRACT S	KAPUR & ASSOCIATES, INC.	BASD Improvements-Plan 19.0139.01	101280	01/15/2020	93.00	
100-565641-298 PLAN COMM - CONTRACT S	KAPUR & ASSOCIATES, INC.	Friars 19.0139.01	101315	01/15/2020	475.00	
Total 100565641298:					885.00	
251555511310						
251-555511-310 OFFICE SUPPLIES, POSTA	BURLINGTON AREA SCHOOL D	BASD LIBRARY PAPER	011620	01/16/2020	81.60	
Total 251555511310:					81.60	
458525220244						
458-525220-244 Repairs & Maint Equipment	MENARDS	Supplies-EMS	10291	01/10/2020	16.98	
458-525220-244 Repairs & Maint Equipment	MENARDS	Supplies-EMS	10746	01/16/2020	2.20	
458-525220-244 Repairs & Maint Equipment	EMERGENCY MED. PRODUCTS	EMP EMS Supplies	2127968	01/15/2020	645.54	
458-525220-244 Repairs & Maint Equipment	JERRYS TRANSMISSION SERVI	Oxygen Regulator	34236	01/09/2020	598.93	

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Total 458525220244:					1,263.65	
458525220295						
458-525220-295 Medical Supplies	EMERGENCY MED. PRODUCTS	EMP EMS Supplies	2125547	01/06/2020	753.59	
458-525220-295 Medical Supplies	EMERGENCY MED. PRODUCTS	EMP EMS Supplies	2126462	01/09/2020	540.68	
458-525220-295 Medical Supplies	LIFE-ASSIST INC	Flow-Safe II	966283	01/08/2020	378.36	
Total 458525220295:					1,672.63	
458525220310						
458-525220-310 Office Supplies	BEST STAMPS	PRE-INKED STAMPER	356504	01/21/2020	70.00	
Total 458525220310:					70.00	
470535321800						
470-535321-800 Other Streets Projects	KAPUR & ASSOCIATES, INC.	2019 Burl Street Program 19.0065.01	101271	01/14/2020	4,255.22	
Total 470535321800:					4,255.22	
501514900000						
501-514900-000 ADMINISTRATIVE EXPENSE	DIRECTPATH	Monthly fee for Advocacy Serv Feb	AT44598	02/01/2020	168.00	
Total 501514900000:					168.00	
621181000						
621-181000 CONSTRUCTION IN PROGRESS	KAPUR & ASSOCIATES, INC.	2019 Burl Street Program 19.0065.01	101271	01/14/2020	1,051.97	
Total 621181000:					1,051.97	
621575740159						
621-575740-159 CLOTHING ALLOWANCE	ALSCO	ALSCO WWTP (split) Cust # 012230	IMIL1520268	12/25/2019	65.04	
Total 621575740159:					65.04	
621575740244						
621-575740-244 REPAIRS,MAINT EQUIPMEN	ALSCO	ALSCO WWTP (split) Cust # 012230	IMIL1520268	12/25/2019	9.40	
621-575740-244 REPAIRS,MAINT EQUIPMEN	WELDERS SUPPLY COMPANY	Small Argon & Mixes	10115208	12/31/2019	23.70	
Total 621575740244:					33.10	
621575740248						
621-575740-248 PLANT OPERATION	ENERGENECS, INC.	ENERGENECS INC WWTP SCREEN BAGS	0039303-IN	12/18/2019	756.00	
621-575740-248 PLANT OPERATION	REINEMANS, INC.	Supplies-WWTP	174297	12/26/2019	14.94	
621-575740-248 PLANT OPERATION	IBD, LLC	IBD- split	110161024	12/11/2019	245.90	
Total 621575740248:					1,016.84	
621575740254						
621-575740-254 SLUDGE REMOVAL	PATS SERVICES, INC	Pats Services - Bio-Solids Applied	853308	12/31/2019	36,155.00	
621-575740-254 SLUDGE REMOVAL	SOLENIS	ASHLAND WWTP PRAESTOL	131562151	12/23/2019	6,727.28	
Total 621575740254:					42,882.28	
621575740353						
621-575740-353 REPAIR & MAINT LIFT STAT	EVOQUA WATER TECHNOLOGI	BIOXIDE Pump Repair - Teut Rd Lift Station	904273461	12/13/2019	1,207.82	
Total 621575740353:					1,207.82	

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621575740520						
621-575740-520 WWTP-PREMIUM ON SURE	EMC INSURANCE COMPANY	EMC Commercial Acct 5X90433	D-05230214	01/23/2020	1,219.33	
Total 621575740520:					1,219.33	
622501070000						
622-501070-000 WORK IN PROGRESS	KAPUR & ASSOCIATES, INC.	2019 Burl Street Program 19.0065.01	101271	01/14/2020	229.31	
Total 622501070000:					229.31	
622503460000						
622-503460-000 METERS & LABOR	MIDWEST METER INC	Orion CE Antenna	0117896-IN	12/30/2019	259.85	
Total 622503460000:					259.85	
622506230000						
622-506230-000 SUPPLIES	WELDERS SUPPLY COMPANY	300 CF Reconstituted Air	10113910	12/24/2019	53.53	
622-506230-000 SUPPLIES	WELDERS SUPPLY COMPANY	300 CF Reconstituted Air	10114383	12/30/2019	53.53	
622-506230-000 SUPPLIES	WELDERS SUPPLY COMPANY	Cylinder Rental	10115207	12/31/2019	7.90	
Total 622506230000:					114.96	
622506310000						
622-506310-000 CHEMICALS	HAWKINS, INC	LPC-4	4637016	12/26/2019	469.68	
Total 622506310000:					469.68	
622506500000						
622-506500-000 RESERVOIRS & SUPPLES	INTERSTATE POWER SYSTEM	Diagnostic-Stud Pipe-Generator damage	R041022206:01	12/26/2019	10,785.84	
Total 622506500000:					10,785.84	
622506510000						
622-506510-000 MAINS, WATER BREAKS-SU	USABlueBook	USA BLUEBOOK WATER DEPT #85786	092337	12/13/2019	57.47	
Total 622506510000:					57.47	
622506530000						
622-506530-000 METERS, REPAIRS & TESTI	USABlueBook	USA BLUEBOOK WATER DEPT #85786	092337	12/13/2019	161.21	
Total 622506530000:					161.21	
622509030000						
622-509030-000 OFFICE SUPPLIES	ALSCO	ALSCO DPW - Water Customer #025570	IMIL1520267	12/25/2019	36.28	
Total 622509030000:					36.28	
622509210000						
622-509210-000 OFFICE SUPPLY	CANON FINANCIAL SERVICES,	Contrat No. WI#505ENT-M15-MFD (split)	21006385	01/13/2020	46.20	
622-509210-000 OFFICE SUPPLY	CANON FINANCIAL SERVICES,	Contract No. 3091 /505ENT-M15-MFDCopier	21006386	01/13/2020	5.59	
Total 622509210000:					51.79	
622509350000						
622-509350-000 GENERAL PLANT-SUPPLIE	ALSCO	ALSCO DPW (split) Customer # 074781	IMIL1525157	01/08/2020	14.15	
622-509350-000 GENERAL PLANT-SUPPLIE	ALSCO	ALSCO DPW (split) Customer # 074781	IMIL1530079	01/22/2020	14.15	
Total 622509350000:					28.30	

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
623575740244						
623-575740-244 SNOW REMOVAL	WANASEK CORPORATION	Snow Removal-Airport	10458	01/15/2020	1,202.50	
Total 623575740244:					1,202.50	
802484840000						
802-484840-000 K-NINE UNIT	AMAZON CAPITAL SERVICES, I	Dog Bed	1LMW-G9XM-KGG	01/15/2020	44.66	
Total 802484840000:					44.66	
820454590000						
820-454590-000 PARK DEVELOPMENT FEE	AYRES ASSOCIATES	Project 52-0620.02 Riverside Park Improvements	184270	12/30/2019	2,334.00	
Total 820454590000:					2,334.00	
820555551298						
820-555551-298 CONTRACT SERVICES	AYRES ASSOCIATES	Project 52-0620.01 CORP for 2020-2025	52-0620.01	12/30/2019	1,781.10	
Total 820555551298:					1,781.10	
Grand Totals:					110,457.76	

Dated: _____

Motion for Approval by: _____

Motion Seconded by: _____



DATE: February 4, 2020

SUBJECT: LICENSES - To approve Operator's License Applications as submitted.

SUBMITTED BY: Diahnn Halbach, City Clerk

BACKGROUND/HISTORY:

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

The following individuals have submitted an Operator's License application and have been approved by the Burlington Police Department:

1. Biehn, Helena (new)
2. Boettcher, Emily (new)
3. Cromey, Madisyn (new)
4. Hintz, Amanda (new)
5. Hultin, Ethan (renewal)
6. Kelley, Lauren (new)
7. Schmitz, Adam (new)

BUDGET/FISCAL IMPACT:

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

RECOMMENDATION:

Staff recommends that Council approve the submitted applications.

TIMING/IMPLEMENTATION:

This item is scheduled for consideration at the February 4, 2020 Common Council meeting.



DATE: February 4, 2020

SUBJECT: RESOLUTION 4986(39) - To approve Task Order Number 110 for Engineering Services for the 2020 Street Improvement Program.

SUBMITTED BY: Peter Riggs, Director of Public Works

BACKGROUND/HISTORY:

Task Order Number 110 from Kapur Associates provides civil engineering services for the complete design and specification preparation, bidding and construction management for the City of Burlington 2020 Street Improvement Program. This project includes the asphalt resurfacing of Austin Court, Beth Court, Smith Street (Briody to Thorngate), Amanda Street (Park to Lewis), and Briody Street (Lewis to Smith St). This project also includes 350' of 4" watermain replacement near Amanda Street from Tower to Briody. Sidewalk repairs, curb & gutter repairs, asphalt patches and additional utility improvements will be coordinated within the roadway improvement limits.

In addition to the above paving work the proposed task order also includes: survey and design for accessible ramps throughout the various project limits to meet federal requirements for handicap accessibility, storm sewer investigation on all streets with repairs being completed as necessary, annual sidewalk repair program, and various pavement repairs and patching on Milwaukee Street, Pine Street and McHenry Streets.

Later in 2020 a task order for design services related to the 2021 reconstruction of Maryland Avenue will be submitted for Council approval. As discussed in the budget study sessions, it is the goal of the Department of Public Works to complete design of the Street Improvement Program in the year prior to construction. This will allow for more accurate information to be collected and will improve our ability to plan for borrowing and budgeting. It will also allow for more time to gather stakeholder input, apply for grants, and bid at the time that is determined to be most advantageous. We are awaiting the results of several grant applications before bringing this task order forward.

BUDGET/FISCAL IMPACT:

Task Order Number 110 is for the not to exceed amount of \$97,000 and was accounted for in the cost estimate for the 2020 Street Improvement Program in the 2020 Budget.

RECOMMENDATION:

Staff recommends approval of Task Order Number 110 for engineering services for the 2020 Street Improvement Program.

TIMING/IMPLEMENTATION:

This item is for discussion at the January 21, 2020 Committee of the Whole meeting, and is scheduled for final consideration at the February 4, 2020 Common Council meeting.

Attachments

Res 4986(39) TO #110 2020 Street Program
Task Order 110

A RESOLUTION APPROVING TASK ORDER NUMBER 110 WITH KAPUR AND ASSOCIATES, INC. FOR THE CITY OF BURLINGTON 2020 STREET IMPROVEMENT PROGRAM FOR THE NOT-TO-EXCEED AMOUNT OF \$97,000

WHEREAS, the City of Burlington has entered into a master agreement for engineering services with Kapur and Associates, Inc.; and,

WHEREAS, the City has requested assistance with: the civil engineering services for the complete design and specification preparation, bidding and construction management for the City of Burlington 2020 Street Improvement Program. This project includes the asphalt resurfacing of Austin Court, Beth Court, Smith Street (Briody to Thorngate), Amanda Street (Park to Lewis), and Briody Street (Lewis to Smith St). This project also includes 350' of 4" watermain replacement near Amanda Street from Tower to Briody. Sidewalk repairs, curb & gutter repairs, asphalt patches and additional utility improvements will be coordinated within the roadway improvement limits.

In addition, survey and design for accessible ramps throughout the various project limits to meet Federal Requirements for handicap accessibility, storm sewer investigation will be completed on all streets with repairs being completed as necessary, the annual sidewalk repair program will be coordinated with the roadway improvement project, various pavement repairs and patching on Milwaukee Avenue, Pine Street and McHenry Street.

This has resulted in a task order, a copy of which is attached hereto and made a part thereof; and,

WHEREAS, said task order is for the not-to-exceed amount of \$97,000 and has been recommended for approval by the Director of Public Works.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Burlington Task Order Number 110 is hereby approved for the not-to-exceed amount of \$97,000.

BE IT FURTHER RESOLVED that the City Administrator is hereby authorized and directed to execute Task Order Number 110 on behalf of the City.

Introduced: January 21, 2020
Adopted:

Jeannie Hefty, Mayor

Attest:

Diahnn Halbach, City Clerk



1. Provide topographic survey and mapping, field reviews and plan preparation for the resurfacing of:
 - a. Austin Court
 - b. Beth Court
 - c. Smith Street (Thorngate Court to Briody Street)
 - d. Amanda Street (Park Avenue to Lewis Street)
 - e. Briody Street (Smith Street to Lewis Street)

Plans will include location and detail of pavement and base removals, new asphaltic paving, sidewalk repairs and curb and gutter replacement. Utility improvement plans will be prepared for approximately 350 feet of watermain, and storm sewer replacement as needed. As required by federal law accessible ramps will be review and replaced as needed to meet minimum standards for access.

2. Resurfacing plans will include location and detail of pavement and asphalt removals, new asphaltic paving, curb and gutter replacement, and specific engineering detail for accessible ramp replacements. Detailed survey will be collected for all accessible ramp replacements.
3. Provide construction plans for bidding purposes to represent the streets to be improved, limits of the resurfacing and type of resurfacing to be completed. Streets as listed above will be provided on the plans.
4. Provide an estimate of quantities and costs for all work to be completed as part of the 2020 Burlington Paving and Utility Program.
5. Provide utility coordination of all private utilities for all streets including utility location for survey of street improvements requiring grading or utility improvements/repairs.
6. Provide details as needed to complete work.
7. Prepare and provide Project Manuals for both the sidewalk program as well as the 2020 Paving and Utility program including but not limited to Advertisement for Bids, Instruction to Bidders, Bid Form, Bidder's Qualification Statement, Agreement, and General Conditions of Contract, Supplementary Conditions, and Special Provisions.
8. Prepare for and attend the bid opening
9. Review project bids, make recommendation for award, and coordinate notice of award, agreement, and notice to proceed documentation.





10. Attend meetings as required and provide update memos to the Department of Public Works.

Construction Management Activities

11. Provide administrative services to manage client coordination/invoicing, project schedules, contract change order documentation, establish project logs, formatting monthly contract quantity estimating and contractor invoicing and contract closeout documentation for base bid projects.
12. Provide construction survey staking for necessary items within the construction contract. This survey provides for a “one time” staking for a item. If the contractor damages any stakes, they shall be responsible for the cost to replace those damaged stakes.
13. Coordinate and complete necessary material testing services for work completed.
14. Process payment requests from the contractor for their work and prepare recommendation for payment for City approval. Complete final close out documentation and acceptance of improvements memorandum. **(This task is completed on a monthly basis and is completed for all work approved for the prior month.)**
15. The Engineer will be responsible for notifying, scheduling, conducting, documenting, and distributing minutes of the preconstruction conference.
16. Prepare and provide project update memorandum and provide copies of the daily journal entries to City staff upon request.
17. Attend meetings as needed and coordinate with adjacent property owners and business as needed.
18. Upon project completion, all utility data and as-built information will be transferred to the City GIS system for permanent records. In addition, as-builts, and AutoCAD information will be provided for City record.
19. It is anticipated the construction work under the 2020 City of Burlington – Paving and Utility Program will begin in early May 2020 and be completed by August 2020. This schedule has been provided for estimating purposes only. Engineer and staking construction services are estimated on the engineering and survey staff being on site as needed and completing project paperwork for a construction period of up to 10 weeks.





Section B. – Compensation

In return for the performance of the foregoing obligations, Owner shall pay to Engineer an amount not-to-exceed Ninety-Seven Thousand dollars (\$97,000.00). payable according to the following terms:

A not-to-exceed amount based on the rates as listed in Attachment A of the Agreement, plus direct expenses. Cost plus services are limited to an agreed maximum figure unless amended.

Engineer may request a change to the billing hours if scope changes, beyond the control of the Engineer, resulting in an extension of the schedule or necessitates a change in personnel.

Compensation for Additional Services (if any) shall be paid by Owner to Engineer according to the hourly billing rates shown in Attachment A of the Agreement.

IN WITNESS WHEREOF, the Owner and Engineer have executed the Task Order.

Owner: City of Burlington

Engineer: Kapur & Associates, Inc.

By: _____

By: Gregory L Governatori

Signature: _____

Signature:  _____

Title: _____

Title: Associate

Date: _____

Date: _____

Kapur Associates, Inc.
Summary of Staff Hours and Labor Costs
for the
City of Burlington

TASK ORDER 110

Burlington 2020 City Street Program- Attachment A

CLASSIFICATION	ACT. Code	Project Manager		Senior Project Engineer		Staff Engineer II		Senior Technician		Construction Engineer		GIS Technician		Surveyor		Survey Crew		Total Labor	
		Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars
Average Hourly Wage		\$149.00		\$118.00		\$85.00		\$85.00		\$102.00		\$84.00		\$102.00		\$105.00			
TASK DESCRIPTION		Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars
Resurfacing Streets																			
Beth Court, Austin Court, Smith Steet, Briody																			
Review Master Plan/Field Review																			
Survey/Mapping								16	\$1,360.00					40	\$4,200.00	56	\$5,560.00		
Plan Preparation/Review				40	\$4,720.00	80	\$6,800.00									120	\$11,520.00		
Accessible Ramp design				4	\$472.00	80	\$6,800.00									84	\$7,272.00		
Storm Sewer Review/Design				2	\$236.00	24	\$2,040.00									26	\$2,276.00		
Detail Preparation								16	\$1,360.00							16	\$1,360.00		
Amanda Street Watermain Replacement																			
Review Master Plan/Field Review																			
Survey/Mapping								8	\$680.00					4	\$420.00				\$1,100.00
Project Administration		12	\$1,788.00																\$1,788.00
Plan Preparation/Review						32	\$2,720.00												\$2,720.00
Watermain Design				8	\$944.00	32	\$2,720.00												\$3,664.00
WDNR Permitting						8	\$680.00												\$680.00
As-Builts/GIS						12	\$1,020.00					4	\$336.00						\$1,356.00
2020 Sidewalk Improvements																			
Field Reviews						4	\$340.00											4	\$340.00
Plan Preparation/Review						4	\$340.00			4	\$336.00	12	\$1,008.00					20	\$1,684.00
Project Manual/Admin		4	\$596.00	12	\$1,416.00					8	\$672.00							24	\$2,684.00
Construction Management										64	\$5,376.00							64	\$5,376.00
Project Manual/Administration																			
Administration		8	\$1,192.00															8	\$1,192.00
Advertisement/Project Manual				16	\$1,888.00	16	\$1,360.00											32	\$3,248.00
Attend Bid Opening		2	\$298.00	4	\$472.00													6	\$770.00
Post Bid Opening Activities				6	\$708.00	4	\$340.00											10	\$1,048.00
Meetings as Required		4	\$596.00	4	\$472.00	4	\$340.00											12	\$1,408.00
Construction Management																			
Resurfacing Streets				4	\$472.00	60	\$5,100.00			16	\$1,344.00							80	\$6,916.00
Amanda Street Watermain Replacement				8	\$944.00	120	\$10,200.00			32	\$2,688.00							160	\$13,832.00
Construction Administration		4	\$596.00			32	\$2,720.00			8	\$672.00							44	\$3,988.00
Various Pavement Repairs				6	\$708.00	32	\$2,720.00			80	\$6,720.00							118	\$10,148.00
TOTALS		34	\$5,066.00	114	\$ 13,452.00	544	\$ 46,240.00	40	3400	212	\$ 17,808.00	16	\$ 1,344.00	\$ -	44	\$ 4,620.00	884		
																	Expenses:		\$4,800
																	Project Total:		\$96,730

Summary of Expenses	Units	Cost	Total
Estimated Expenses			
Pavement Cores	1	\$4,000.00	\$4,000.00
Concrete Testing	8	\$100.00	\$800.00
Utility Permit			
Totals			\$4,800.00

		Eng/CM	
Roadway Construction	396,915.00	44,000.00	11.09%
Watermain Replacement	98,270.00	26,000.00	26.46%
Concrete Patch Repairs	38,000.00	7,500.00	19.74%
McHenry Street Repair	35,000.00	7,500.00	21.43%
Sidewalk Program	30,000.00	10,000.00	33.33%

Total Construction Budget	598,185.00
Srv/Eng/CM % of Project	16.17%



DATE: February 4, 2020

SUBJECT: **RESOLUTION 4987(40)** - To approve a Revolving Loan Fund Grant and Loan to The Runaway Micropub and Nano Brewery, LLC in the not-to-exceed amount of \$65,000.

SUBMITTED BY: Carina Walters, City Administrator

BACKGROUND/HISTORY:

Staff is seeking approval of a Resolution allowing for a Revolving Loan Fund (RLF) grant request in the amount of \$15,000 and RLF loan request in the amount of \$50,000 to The Runaway Micropub and Nano Brewery, LLC to assist with renovations to the property at 109 E. Chestnut Street.

The purpose of this grant is to create three FTE jobs, renovate the property at 109 E. Chestnut Street and to help revitalize downtown Burlington and provide a family friendly place to gather.

This evening, Carolyn Engel of the Racine County Economic Development Corporation (RCEDC), will outline the applicant's project who is seeking the grant and loan dollars.

BUDGET/FISCAL IMPACT:

The grant requested is \$15,000 and the loan requested is \$50,000. If approved the funding would be paid from the City of Burlington's Revolving Loan Fund.

RECOMMENDATION:

Staff recommends approval of the grant in the amount of \$15,000 and loan in the amount of \$50,000.

TIMING/IMPLEMENTATION:

This item is for discussion at the January 21, 2020 Committee of the Whole meeting, and is scheduled for final consideration at the February 4, 2020 Common Council meeting.

Attachments

Res 4987(40) Runaway RLF
RCEDC memorandum

**A RESOLUTION APPROVING A REVOLVING LOAN FUND LOAN AND GRANT TO
THE RUNAWAY MICROPUB & NANO BREWERY, LLC (THE RUNAWAY)
IN THE NOT-TO-EXCEED AMOUNT OF \$65,000**

WHEREAS, the City of Burlington operates a Revolving Loan Fund Program for the purposes of economic development and,

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

WHEREAS, The Runaway Micropub and Nano Brewery, LLC is seeking a grant in the not to exceed amount of \$15,000 and a loan in the not to exceed amount of \$50,000 to with assist with renovations to the property at 109 E. Chestnut Street; and,

WHEREAS, the Racine County Economic Development Corporation Loan Committee has reviewed and recommended this grant, taking into consideration the information noted in the attached memorandum, and under the terms and conditions of in the RLF Policy Manual.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Burlington, Racine County, State of Wisconsin, does hereby approve a Revolving Loan Grant in the not-to-exceed amount of \$65,000 to The Runaway Micropub and Nano Brewery, LLC

Introduced: January 21, 2020
Adopted:

Jeannie Hefty, Mayor

Attest:

Diahnn Halbach, City Clerk

TO: BURLINGTON CITY COUNCIL

**FROM: ANDREA SAFEDIS, LOAN SERVICING SPECIALIST
THOMAS VAN GENT, LOAN OFFICER**

RE: THE RUNAWAY MICROPUB & NANO BREWERY, LLC

DATE: JANUARY 21, 2020

Introduction

The purpose of this memorandum is to provide information and a recommendation on a grant and loan application on behalf of The Runaway Micropub & Nano Brewery, LLC (The Runaway) to assist with renovations and equipment purchases for the establishment of the business. The total being requested is \$65,000; which includes \$15,000 in the form of a grant and \$50,000 in the form of a loan.

The Racine County Economic Development Corporation (RCEDC) Staff and Loan Advisory Committee have reviewed the financing structure and the project, including the background of the management, the projected financial statements of the business, the collateral to be offered to secure the new debt and the cash flow coverage with the proposed debt. Upon this review, the RCEDC Staff and Loan Advisory Committee are making a recommendation for approval of the RLF financing request.

Background

In February 2019, the City of Burlington approved a new business loan and grants program referred to as the City of Burlington Revolving Loan Fund (RLF). These dollars were made available through the restructuring of a loan program previously limited to one of the City's tax increment districts (TID). With the closure of the TID, the opportunity arose for the parameters of the program to be changed and funds to be made available to all City of Burlington businesses doing projects which meet the eligibility criteria of the program and fit within the City's Strategic Plan.

Of the dollars available in the RLF program, it was agreed to make thirty percent (30%) available for grants to both for-profit and non-profit businesses with the specific amount to be identified annually. For 2019, total grant funds available are \$98,000 with \$50,320 not yet committed and remaining available to grant. The balance of funds remaining in the RLF program would be provided in the form of loans.

Eligible applicants must meet one of the program objectives identified below.

Program Objectives:

1. To encourage the creation and retention of permanent jobs particularly those that pay above median income.
2. To encourage the leveraging of new private investment in the City of Burlington in the form of private fixed asset investment, particularly in land, buildings, furniture and fixtures and equipment.
3. To perpetuate a positive and proactive business climate which encourages the retention and expansion of existing businesses and helps to attract desirable new businesses.
4. To maintain and promote a diverse mix of employment opportunities and to minimize seasonal or cyclical employment fluctuations.
5. To implement the City of Burlington's Riverwalk/Redevelopment Plan goals and objectives.

- 6. To encourage thriving retail areas by providing incentives to businesses to enhance or fill empty storefronts and vacant buildings.

Staff believes the project meets goals 2, 3, 5 and 6.

Project Description for Grant and Loan Application

The Runway will be a micropub located in the heart of downtown Burlington. Historically the Micropub movement occurred mainly in the United Kingdom. The Runway intends to follow this trend and will house a small nano brewery in the basement of the building which will offer small batch craft beers along with a couple guest taps and craft root beer for children.

This project intends help revitalize downtown Burlington and provide a family friendly place to gather. The space call also be used for smaller gatherings taking place in Burlington.

Project Summary

<i>Use of Funds</i>	Furniture, Fixtures and Equipment purchase with building renovation for 109 E. Chestnut Street in Burlington
Total Project Cost	\$115,850
Burl-RLF (43.16%)	\$50,000
Burl-Grant (12.95%)	\$15,000
Equity Injection (43.89%)	\$50,850
RLF Term/Amortization	3.5% interest rate with 0.5% servicing fee (overall rate 4%). 6 months interest only (principal deferred) 5 year term with 10 year amortization following deferral period
RLF Collateral	2nd Mortgage with Assignment of Leases and Rents Pledge of Business Assets, including furniture, fixtures and equipment; Personal Guarantee of Bernard Peterson

Summary and Recommendation

RCEDC staff recommends approval of this grant request. The proposed improvements to The Runaway not only assist with the revitalization and the strategic plan for the City of Burlington but as a result of the project, will create 3 FTE jobs. The request also comes with the credit recommendation of RCEDC’s Loan Advisory Committee.



DATE: February 4, 2020

SUBJECT: RESOLUTION 4988(41) - To approve the Purchase of Four (4) DPW Trucks from Ewald Automotive Group in the amount of \$129,065.

SUBMITTED BY: Peter Riggs, Director of Public Works

BACKGROUND/HISTORY:

The 2020 budget contains funding to replace four (4) service trucks in the Department of Public Works.

Wastewater Utility Truck #77

Truck #77 is a 2008 GMC 2500HD regular cab truck equipped with a V-plow that is assigned to the Wastewater Utility. This vehicle is used as a service truck, plow truck, and a mode of general transportation for staff. This vehicle has exceeded its 10 year-replacement threshold and should be replaced to minimize ongoing repair expenses and maximize resale value.

Staff recommends purchasing a 2020 Ford F-250 regular cab truck equipped with a Western Wideout plow system off of the State of Wisconsin VendorNet contract. Like all VendorNet contracts, this contract was competitively sourced. The Ewald Automotive Group holds the VendorNet contract for the Ford F-250. The purchase price is \$36,195.50 which includes a dealer installed plow system. To confirm the VenderNet price was the most economical option staff sought pricing from local dealerships. Miller Motors supplied staff with a quote of \$37,533.50 for the same truck and plow, for a difference of \$1,338.00 or 3.7%. Staff recommends the purchase the vehicle from Ewald Automotive Group, through the VendorNet contract.

Streets & Parks Trucks #48, #51, #53

Truck #48, #51, #53 are all 2005 Chevy 2500 pick up trucks that are assigned to the Streets and Parks Departments. These general use vehicles transport staff and tow equipment year round. They are crucial in summer months to provide enough transportation for seasonal employees. These vehicles have well exceeded their expected life.

Similar to Truck #77, VenderNet is the recommended option for purchase of the replacement vehicle. Staff is recommending replacing these three trucks with three new 2020 Silverado 2500HD 4WD regular cab trucks. The VenderNet price for these trucks is \$30,956.50 per unit. To confirm the VenderNet price was the most economical option staff sought pricing from local dealerships. Lynch supplied staff with a quote of \$31,381 for the same truck, for a difference of \$424.50 or 1.4%. Staff recommends the purchase the vehicle from Ewald Automotive Group, through the VendorNet contract.

BUDGET/FISCAL IMPACT:

The 2020 Wastewater budget includes \$45,000 for the replacement of Truck #77. The recommended vehicle's purchase price off of the VenderNet contract is \$36,195.50. This is \$8,805 under the budgeted amount. These savings will be offset by the purchase of approximately \$2,000 worth of necessary accessories such as tool boxes and strobe lights.

The 2020 Fleet Replacement Program included \$96,000 for the replacement of Trucks #48, #51, and #53. The recommended vehicles' purchase price off of the VenderNet contract is \$30,956.50 per truck for a total of \$92,869.50. This is \$3,130.50 under the budgeted amount.

RECOMMENDATION:

Staff recommends approval of the purchase of these four service trucks.

TIMING/IMPLEMENTATION:

This item is for discussion at the January 21, 2020 Committee of the Whole meeting, and is scheduled for final consideration at the February 4, 2020 Common Council meeting.

Attachments

Res 4988(41) DPW Truck Purchases

2020 F250 Quote

2020 Silverado Quote

**A RESOLUTION APPROVING THE AWARD OF BID FOR FOUR NEW SERVICE TRUCKS
FOR THE CITY OF BURLINGTON DEPARTMENT OF PUBLIC WORKS TO EWALD
AUTOMOTIVE GROUP FOR THE TOTAL AMOUNT OF \$129,065**

WHEREAS, on June 1, 2004 the Common Council did approve Resolution 3812(18), a Resolution Adopting a Purchasing Policy for the City of Burlington; and,

WHEREAS, the Purchasing Policy requires that all non-construction related Budget Items requiring expenditures of \$15,000 or more to be reviewed and pre-approved by the Common Council; and,

WHEREAS, the Council may direct, at its discretion, that the item is to be bid in the same manner as construction contracts, or that it is to be combined with or included in another governmental bid, but shall not be required to do so; and,

WHEREAS, the Wisconsin Department of Administration has competitively bid contracts for the procurement of light duty trucks and made such contracts available for cooperative purchasing by municipalities; and,

WHEREAS, Ewald Automotive Group has been awarded a cooperative purchasing contract by the State of Wisconsin for light duty trucks; and,

WHEREAS, the City of Burlington Department of Public Works is scheduled to replace four service trucks with funds included in the budget; and,

WHEREAS, Department of Public Works has determined that trucks provided under the State of Wisconsin contract with Ewald Automotive Group will meet the needs and specifications of the Department; and,

WHEREAS, the purchase of four service trucks from Ewald Automotive Group, for the total amount of \$129,065 has been recommended by the Director of Public Works.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Burlington that purchase of the aforementioned vehicles is hereby approved for the total amount of \$129,065.

Introduced: January 21, 2020
Adopted:

Jeannie Hefty, Mayor

Attest:

Diahn Halbach



Ewald Automotive Group

Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

City of Burlington

Prepared For: Donald Hefty

262.539.3646

dhefty@burlington-wi.gov

Vehicle: [Fleet] 2020 Ford Super Duty F-250 SRW (F2B) XL 4WD Reg Cab 8' Box





Ewald Automotive Group

Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

Vehicle: [Fleet] 2020 Ford Super Duty F-250 SRW (F2B) XL 4WD Reg Cab 8' Box (Complete)

Quote Worksheet

	MSRP
Base Price	\$36,495.00
Dest Charge	\$1,595.00
Total Options	\$10,681.50
Subtotal	\$48,771.50
Subtotal Pre-Tax Adjustments	
	\$0.00
Less Customer Discount	(\$12,576.00)
Subtotal Discount	(\$12,576.00)
Trade-In	\$0.00
Subtotal Trade-In	\$0.00
Taxable Price	
	\$36,195.50
Sales Tax	\$0.00
Subtotal Taxes	\$0.00
Subtotal Post-Tax Adjustments	
	\$0.00
Total Sales Price	
	\$36,195.50

Comments:

2020 Ford F250 Regular Cab 4wd to your specs as detailed. Registration fees are not included. Delivery can be anticipated 90-120 days from receipt of your order.

Dealer Signature / Date

Customer Signature / Date

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 9862. Data Updated: Dec 10, 2019 11:09:00 PM PST.



Ewald Automotive Group

Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

Vehicle: [Fleet] 2020 Ford Super Duty F-250 SRW (F2B) XL 4WD Reg Cab 8' Box (✔ Complete)

Standard Equipment

Mechanical

- Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel -inc: Flex-Fuel badge on fleet orders only (STD)
- Transmission: TorqShift-G 6-Spd Auto w/SelectShift (STD)
- 3.73 Axle Ratio (STD)
- 50-State Emissions System
- Transmission w/Oil Cooler
- Electronic Transfer Case
- Part-Time Four-Wheel Drive
- 72-Amp/Hr 650CCA Maintenance-Free Battery w/Run Down Protection
- 157 Amp Alternator
- Class V Towing Equipment -inc: Hitch and Trailer Sway Control
- Trailer Wiring Harness
- 3840# Maximum Payload
- GVWR: 10,000 lb Payload Package
- HD Shock Absorbers
- Front Anti-Roll Bar
- Firm Suspension
- Hydraulic Power-Assist Steering
- 34 Gal. Fuel Tank
- Single Stainless Steel Exhaust
- Auto Locking Hubs
- Front Suspension w/Coil Springs
- Leaf Rear Suspension w/Leaf Springs
- 4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control

Exterior

- Wheels: 17" Argent Painted Steel -inc: painted hub covers/center ornaments (STD)
- Tires: LT245/75Rx17E BSW A/S (4) (STD)
- Regular Box Style
- Steel Spare Wheel
- Full-Size Spare Tire Stored Underbody w/Crankdown

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Exterior

- Clearcoat Paint
- Black Front Bumper w/Black Rub Strip/Fascia Accent and 2 Tow Hooks
- Black Rear Step Bumper
- Black Side Windows Trim and Black Front Windshield Trim
- Black Door Handles
- Black Manual Side Mirrors w/Manual Folding
- Manual Extendable Trailer Style Mirrors
- Fixed Rear Window
- Light Tinted Glass
- Variable Intermittent Wipers
- Aluminum Panels
- Black Grille
- Front License Plate Bracket
- Tailgate Rear Cargo Access
- Manual Tailgate/Rear Door Lock
- Fully Automatic Aero-Composite Halogen Daytime Running Lights Preference Setting Headlamps w/Delay-Off
- Cargo Lamp w/High Mount Stop Light

Entertainment

- Radio w/Seek-Scan
- Radio: AM/FM Stereo w/MP3 Player -inc: 4 speakers
- Fixed Antenna
- SYNC Communications & Entertainment System -inc: enhanced voice recognition w/911 Assist, 4.2" LCD center stack screen, AppLink and 1 smart-charging USB-C port

Interior

- 4-Way Driver Seat -inc: Manual Recline and Fore/Aft Movement
- 4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement
- Manual Tilt/Telescoping Steering Column
- Gauges -inc: Speedometer, Odometer, Oil Pressure, Engine Coolant Temp, Tachometer, Transmission Fluid Temp, Engine Hour Meter, Trip Odometer and Trip Computer
- Mobile Hotspot Internet Access
- Manual Air Conditioning

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Interior

- Illuminated Locking Glove Box
- Interior Trim -inc: Chrome Interior Accents
- Full Cloth Headliner
- Urethane Gear Shift Knob
- HD Vinyl 40/20/40 Split Bench Seat -inc: center armrest, cupholder, storage and driver's side manual lumbar
- Day-Night Rearview Mirror
- Passenger Visor Vanity Mirror
- 2 12V DC Power Outlets
- Front Map Lights
- Fade-To-Off Interior Lighting
- Full Vinyl/Rubber Floor Covering
- Underhood And Pickup Cargo Box Lights
- Smart Device Remote Engine Start
- Instrument Panel Covered Bin and Dashboard Storage
- Manual 1st Row Windows
- Systems Monitor
- Trip Computer
- Outside Temp Gauge
- Analog Display
- Seats w/Vinyl Back Material
- Manual Adjustable Front Head Restraints
- Securilock Anti-Theft Ignition (pats) Engine Immobilizer
- Air Filtration

Safety-Mechanical

- Electronic Stability Control (ESC) And Roll Stability Control (RSC)
- ABS And Driveline Traction Control

Safety-Exterior

- Side Impact Beams

Safety-Interior

- Dual Stage Driver And Passenger Seat-Mounted Side Airbags

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Safety-Interior

Tire Specific Low Tire Pressure Warning

Dual Stage Driver And Passenger Front Airbags w/Passenger Off Switch

Safety Canopy System Curtain 1st Row Airbags

Mykey System -inc: Top Speed Limiter, Audio Volume Limiter, Early Low Fuel Warning, Programmable Sound Chimes and Beltminder w/Audio Mute

Outboard Front Lap And Shoulder Safety Belts -inc: Height Adjusters

Back-Up Camera

WARRANTY

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 60,000

Corrosion Years: 5

Corrosion Miles/km: Unlimited

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 60,000

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Selected Model and Options

MODEL		
CODE	MODEL	MSRP
F2B	2020 Ford Super Duty F-250 SRW XL 4WD Reg Cab 8' Box	\$36,495.00

COLORS		
CODE	DESCRIPTION	MSRP
Z1	Oxford White	\$0.00

ADDITIONAL EQUIPMENT - EXTERIOR		
CODE	DESCRIPTION	MSRP
18B	Platform Running Boards	\$320.00
43B	Fixed Rear-Window w/Defrost	\$60.00
66L	LED Box Lighting -inc: LED Center High-Mounted Stop Lamp (CHMSL)	\$60.00
76C	Exterior Backup Alarm (Pre-Installed) -inc: Custom accessory	\$140.00
85S	Tough Bed Spray-In Bedliner -inc: tailgate-guard, black box bed tie-down hooks and black bed attachment bolts	\$595.00
924	Privacy Glass	\$0.00
942	Daytime Running Lamps (DRL) -inc: The non-controllable 942 Daytime Running Lamps (DRL) replace the standard Daytime Running Lamps (DRL) on/off cluster controllable	\$45.00

ADDITIONAL EQUIPMENT - PACKAGE		
CODE	DESCRIPTION	MSRP
473	Snow Plow Prep Package -inc: computer selected springs for snowplow application, NOTE 1: Restrictions apply; see Supplemental Reference or Body Builders Layout Book for details, NOTE 2: May result in deterioration of ride quality when vehicle is not equipped w/snowplow	\$250.00
90L	Power Equipment Group -inc: Deletes passenger-side lock cylinder, upgraded door trim panel, Accessory Delay, Advanced Security Pack, SecuriLock Passive Anti-Theft System (PATS) and inclination/intrusion sensors, Power Locks, Remote Keyless Entry, Manual Telescoping/Folding Trailer Tow Mirrors, power heated glass, heated convex spotter mirror and integrated clearance lights and turn signal indicators, Power Front Seat Windows, 1-touch up/down driver/passenger window, Power Tailgate Lock	\$915.00
96V	XL Value Package -inc: Bright Chrome Hub Covers & Center Ornaments, Steering Wheel-Mounted Cruise Control, Chrome Front Bumper, Chrome Rear Step Bumper	\$725.00

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Vehicle: [Fleet] 2020 Ford Super Duty F-250 SRW (F2B) XL 4WD Reg Cab 8' Box (✔ Complete)

ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION	MSRP
52B	Trailer Brake Controller -inc: Verified to be compatible w/select electric over hydraulic brakes, smart trailer tow connector	\$270.00

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	MSRP
66S	Upfitter Switches (6) -inc: Located in overhead console	\$165.00

SEAT TYPE

CODE	DESCRIPTION	MSRP
1S	Medium Earth Gray, Cloth 40/20/40 Split Bench Seat -inc: center armrest, cupholder, storage and driver's side manual lumbar	\$100.00

TRANSMISSION

CODE	DESCRIPTION	MSRP
44S	Transmission: TorqShift-G 6-Spd Auto w/SelectShift (STD)	\$0.00

OPTION PACKAGE

CODE	DESCRIPTION	MSRP
600A	Order Code 600A	\$0.00

WHEELS

CODE	DESCRIPTION	MSRP
64A	Wheels: 17" Argent Painted Steel -inc: painted hub covers/center ornaments (STD)	\$0.00

ENGINE

CODE	DESCRIPTION	MSRP
996	Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel -inc: Flex-Fuel badge on fleet orders only (STD)	\$0.00

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Vehicle: [Fleet] 2020 Ford Super Duty F-250 SRW (F2B) XL 4WD Reg Cab 8' Box (✔ Complete)

CUSTOM EQUIPMENT

CODE	DESCRIPTION	MSRP
DI-1	4 Keys total	\$70.00
DI-2	Delivery from Hartford Ford to Burlington	\$50.00
DI-3	Western Wide-Out Plow	\$6,357.00
DI-4	Registration fees (new Municipal plates)	\$169.50

TIRES

CODE	DESCRIPTION	MSRP
TD8	Tires: LT245/75Rx17E BSW A/S (4) (STD)	\$0.00

AXLE RATIO

CODE	DESCRIPTION	MSRP
X3E	Electronic-Locking w/3.73 Axle Ratio	\$390.00

PRIMARY PAINT

CODE	DESCRIPTION	MSRP
Z1	Oxford White	\$0.00
Options Total		\$10,681.50

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Vehicle: [Fleet] 2020 Ford Super Duty F-250 SRW (F2B) XL 4WD Reg Cab 8' Box (✔ Complete)

Price Summary

PRICE SUMMARY

	MSRP
Base Price	\$36,495.00
Total Options	\$10,681.50
Vehicle Subtotal	\$47,176.50
Destination Charge	\$1,595.00
Grand Total	\$48,771.50

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City of Burlington

Prepared For: Ryan Vos

rvos@burlington-wi.gov

Vehicle: [Fleet] 2020 Chevrolet Silverado 2500HD (CK20903) 4WD Reg Cab 142" Work Truck





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Vehicle: [Fleet] 2020 Chevrolet Silverado 2500HD (CK20903) 4WD Reg Cab 142" Work Truck (Complete) (✓)

Quote Worksheet

	MSRP
Base Price	\$36,900.00
Dest Charge	\$1,595.00
Total Options	\$4,369.50
Subtotal	\$42,864.50
Subtotal Pre-Tax Adjustments	\$0.00
Less Customer Discount	(\$11,908.00)
Subtotal Discount	(\$11,908.00)
Trade-In	\$0.00
Subtotal Trade-In	\$0.00
Taxable Price	\$30,956.50
Sales Tax	\$0.00
Subtotal Taxes	\$0.00
Subtotal Post-Tax Adjustments	\$0.00
Total Sales Price	\$30,956.50

Comments:

2020 Chevrolet Silverado 2500 Regular Cab 4wd to your specs as detailed, (similar to Ford quote). Registration fees are included. Delivery can be anticipated 90-120 days from receipt of your order.

Dealer Signature / Date

Customer Signature / Date

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Vehicle: [Fleet] 2020 Chevrolet Silverado 2500HD (CK20903) 4WD Reg Cab 142" Work Truck (Complete) (✓)

Standard Equipment

Package

Trailer Package includes trailer hitch, 7-pin connector and (CTT) Hitch Guidance (Deleted when (ZW9) pickup bed delete is ordered.)

Mechanical

Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline, (401 hp [299 kW] @ 5200 rpm, 464 lb-ft of torque [629 N-m] @ 4000 rpm) (STD)

Transmission, 6-speed automatic, heavy-duty (STD) (Requires (L8T) 6.6L V8 gas engine.)

Rear axle, 3.73 ratio (Requires (L8T) 6.6L V8 gas engine. Not available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.)

Durabed, pickup bed (STD)

GVWR, 10,250 lbs. (4649 kg) (STD) (Requires CC20753 model and (L8T) 6.6L V8 gas engine with 18" or 20" wheels or CK20903 model and (L8T) 6.6L V8 gas engine with 17" wheels.)

Air filter, high-capacity

Air filtration monitoring

Transfer case, two-speed electronic shift with push button controls (Requires 4WD models.)

Differential, heavy-duty locking rear

Four wheel drive

Cooling, external engine oil cooler

Cooling, auxiliary external transmission oil cooler

Battery, heavy-duty 720 cold-cranking amps/80 Amp-hr maintenance-free with rundown protection and retained accessory power (Included and only available with (L8T) 6.6L V8 gas engine.)

Alternator, 170 amps (Requires (L8T) 6.6L V8 gas engine.)

Frame, fully-boxed, hydroformed front section and a fully-boxed stamped rear section

Recovery hooks, front, frame-mounted, Black (Not included when (VQY) Chrome recovery hooks, LPO is ordered.)

Suspension Package

Steering, Recirculating Ball with smart flow power steering system

Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors

Brake lining wear indicator

Capless Fuel Fill (Requires (L8T) 6.6L V8 gas engine. Not available with (ZW9) pickup bed delete.)

Exterior

Wheels, 17" (43.2 cm) painted steel, Silver (STD)

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Exterior

Tires, LT245/75R17E all-season, blackwall (STD)

Tire, spare LT245/75R17E all-season, blackwall (STD) (Included and only available with (QH) LT245/75R17E all-season, blackwall tires with (E63) Durabed, pickup bed. Available to order when (ZW9) pickup bed delete and (QH) LT245/75R17E all-season, blackwall tires are ordered)

Tire carrier lock keyed cylinder lock that utilizes same key as ignition and door (Deleted with (ZW9) pickup bed delete.)

Bumpers, front, Black

Bumpers, rear, Black

CornerStep, rear bumper

BedStep, Black integrated on forward portion of bed on driver and passenger side (Deleted when (ZW9) pickup bed delete is ordered.)

Moldings, beltline, Black

Cargo tie downs (12), fixed rated at 500 lbs per corner (Deleted with (ZW9) pickup bed delete.)

Grille (Front grille bar with "CHEVROLET" molded in Black, includes Black mesh inserts with small Gold bowtie emblem.)

Headlamps, halogen reflector with halogen Daytime Running Lamps

Taillamps with incandescent tail, stop and reverse lights

Lamps, cargo area, cab mounted integrated with center high mount stop lamp, with switch in bank on left side of steering wheel.

Mirrors, outside high-visibility vertical trailering lower convex mirrors, manual-folding/extending (extends 3.31" [84.25mm]), molded in Black

Mirror caps, Black

Glass, solar absorbing, tinted

Tailgate and bed rail protection cap, top

Tailgate, locking, utilizes same key as ignition and door (Upgraded to (QT5) EZ Lift power lock and release tailgate when (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package is ordered. Not available with (ZW9) pickup bed delete.)

Tailgate, gate function manual, no EZ Lift (Deleted with (ZW9) pickup bed delete.)

Door handles, Black grained

Entertainment

Audio system, Chevrolet Infotainment 3 system 7" diagonal color touchscreen, AM/FM stereo. Additional features for compatible phones include: Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Apple CarPlay and Android Auto capable. (STD)

Audio system feature, 2-speakers (Requires Regular Cab model.)

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Entertainment

Bluetooth for phone connectivity to vehicle infotainment system

Interior

Seats, front 40/20/40 split-bench (no storage) (STD)

Vinyl seat trim

Seat adjuster, driver 4-way manual

Seat adjuster, passenger 4-way manual

Floor covering, rubberized-vinyl (Not available with LPO floor liners.)

Steering wheel, urethane

Steering column, Tilt-Wheel, manual with wheel locking security feature

Instrument cluster 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure

Driver Information Center, 3.5" diagonal monochromatic display

Exterior Temperature Display located in radio display

Windows, manual (Requires Regular Cab model.)

Door locks, manual (Requires Regular Cab model.)

USB port, located on instrument panel

Power outlet, front auxiliary, 12-volt

Air conditioning, single-zone

Mirror, inside rearview, manual tilt

Assist handles front A-pillar mounted for driver and passenger, rear B-pillar mounted

Safety-Mechanical

StabiliTrak stability control system with Proactive Roll Avoidance and traction control, includes electronic trailer sway control and hill start assist

Safety-Exterior

Daytime Running Lamps with automatic exterior lamp control

Safety-Interior

Airbags, Dual-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

Rear Vision Camera (Deleted with (ZW9) pickup bed delete.)

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Safety-Interior

Hitch Guidance (Deleted with (ZW9) pickup bed delete.)

Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

Tire Pressure Monitoring System with Tire Fill Alert (does not apply to spare tire)

Processing-Other

Trailer Information Label provides max trailer ratings for tongue weight, conventional, gooseneck and 5th wheel trailering (Not available with (ZW9) pickup bed delete.)

WARRANTY

Warranty Note: <<< Preliminary 2020 Warranty Note >>>

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 60,000

Drivetrain Note: HD Duramax Diesel: 5 Years/100,000 Miles; Qualified Fleet Purchases: 5 Years/100,000 Miles

Corrosion Years (Rust-Through): 6

Corrosion Years: 3

Corrosion Miles/km (Rust-Through): 100,000

Corrosion Miles/km: 36,000

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 60,000

Roadside Assistance Note: HD Duramax Diesel: 5 Years/100,000 Miles; Qualified Fleet Purchases: 5 Years/100,000 Miles

Maintenance Note: 1 Year/1 Visit

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Selected Model and Options

MODEL

CODE	MODEL	MSRP
CK20903	2020 Chevrolet Silverado 2500HD 4WD Reg Cab 142" Work Truck	\$36,900.00

COLORS

CODE	DESCRIPTION	MSRP
GAZ	Summit White	\$0.00

PREFERRED EQUIPMENT GROUP

CODE	DESCRIPTION	MSRP
1WT	Work Truck Preferred Equipment Group includes standard equipment	\$0.00

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	MSRP
5H1	Key equipment, two additional keys for single key system Provides two additional spare keys for a total of (4). (Keys will be cut but not programmed) (Requires (SAF) spare tire lock. Not available with SEO (5Z4) spare wheel, carrier and lock delete or (ZW9) pickup bed delete.)	\$50.00
9L7	Upfitter switch kit, (5) Provides 3-30 amp and 2-20 amp configurable circuits to facilitate installation of aftermarket electrical accessories.	\$150.00
AED	Window, power front, passenger express down (Standard on Crew Cab and Double Cab models. On Regular Cab model, included and only available with (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package.)	Inc.
AQQ	Remote Keyless Entry with 2 transmitters (Included and only available with (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package.)	Inc.
AU3	Door locks, power (Standard on Crew Cab and Double Cab models. On Regular Cab models, included and only available with (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package.)	Inc.
AXG	Window, power front, drivers express up/down (Standard on Crew Cab and Double Cab models. On Regular Cab model, included and only available with (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package.)	Inc.
C49	Defogger, rear-window electric (Included with (PCV) WT Convenience Package.)	\$225.00
K34	Cruise control, electronic with set and resume speed, steering wheel-mounted (Included with (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package.)	Inc.

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Vehicle: [Fleet] 2020 Chevrolet Silverado 2500HD (CK20903) 4WD Reg Cab 142" Work Truck (Complete) (✓)

ADDITIONAL EQUIPMENT - SAFETY-INTERIOR

CODE	DESCRIPTION	MSRP
8S3	Back-up alarm, 97 decibels (Not available with (CMT) Gooseneck/5th Wheel Package, SEO (SFW) back-up alarm calibration or (UY2) trailer wiring provisions.)	\$138.00

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	MSRP
AKO	Glass, deep-tinted (Included with (PCV) WT Convenience Package.)	\$100.00
CGN	Chevytec spray-on bedliner Black with Chevrolet logo (does not include spray-on liner on tailgate due to Black composite inner panel) (Included with (CMT) Gooseneck/5th Wheel Package or (ANQ) Alaskan Snow Plow Special Edition. Not available with (ZW9) pickup bed delete. Not available with any Ship Thrus EXCEPT (TCE), (TCH), (VSH) or (VTV).)	\$545.00
DBG	Mirrors, outside power-adjustable vertical trailering with heated upper glass, lower convex mirrors, integrated turn signals, manual folding/extending (extends 3.31" [84.25mm]) (Included and only available with (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package.)	Inc.
QT5	Tailgate, gate function manual with EZ Lift includes power lock and release (Included and only available with (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package. Deleted when (ZW9) pickup bed delete is ordered.)	Inc.
UF2	LED Cargo Area Lighting located in pickup bed, activated with switch on center switch bank or key fob (Not available with (ZW9) pickup bed delete.)	\$125.00
V46	Bumper, front chrome (Requires (VJH) Chrome rear bumper and (E63) Durabed, pickup bed. Included with (PQA) WT Safety Package.)	\$200.00
VJH	Bumper, rear chrome (Requires (V46) Chrome front bumper. Included with (PQA) WT Safety Package.)	\$0.00

ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION	MSRP
JL1	Trailer brake controller, integrated (Requires (ZLQ) WT Fleet Convenience Package, (PCV) WT Convenience Package or (L5P) Duramax 6.6L Turbo-Diesel V8 engine. Included with (CMT) Gooseneck/5th Wheel Package.)	\$275.00
KW5	Alternator, 220 amps (Included with (L5P) Duramax 6.6L Turbo-Diesel V8 engine or (VYU) Snow Plow Prep Package. Free flow on (L8T) 6.6L V8 gas engine.)	Inc.
NZZ	Skid Plates protect the oil pan, front axle and transfer case (Included with (Z71) Z71 Off-Road Package or (VYU) Snow Plow Prep Package.)	Inc.

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Data Version: 9977. Data Updated: Dec 25, 2019 10:39:00 PM PST.



Ewald Automotive Group

Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

Vehicle: [Fleet] 2020 Chevrolet Silverado 2500HD (CK20903) 4WD Reg Cab 142" Work Truck (Complete)

ADDITIONAL EQUIPMENT - PACKAGE

CODE	DESCRIPTION	MSRP
VYU	Snow Plow Prep Package includes (KW5) 220-amp alternator, includes increased front GAWR on Heavy Duty models, (NZZ) skid plates (transfer case and oil pan), pass through dash grommet hole and roof emergency light provisions. Contact GM Upfitter Integration at www.gmupfitter.com for plow installation details and assistance (Requires 4WD model. Upgradeable to (KHF) Dual alternators (220-amp primary, 170-amp auxiliary). Included with (ANQ) Alaskan Snow Plow Special Edition. Not available with (F60) Heavy Duty Front Spring Package.)	\$300.00
ZLQ	WT Fleet Convenience Package includes (AQQ) Remote Keyless Entry, (K34) Cruise Control, (QT5) EZ Lift power lock and release tailgate, (DBG) outside power-adjustable vertical trailering with heated upper glass, (AXG) power windows, express up/down driver, (AED) power windows, express down passenger and (AU3) power door locks (Not available with (PCV) WT Convenience Package. With (ZW9) pickup bed delete, (QT5) EZ Lift power lock and release tailgate is deleted.)	\$1,400.00

ADDITIONAL EQUIPMENT - LPO

CODE	DESCRIPTION	MSRP
RVS	LPO, Assist steps - 4" Black - round (Not available with any other assist steps.)	\$650.00

SEAT TYPE

CODE	DESCRIPTION	MSRP
A52	Seats, front 40/20/40 split-bench (no storage) (STD)	\$0.00

CUSTOM EQUIPMENT

CODE	DESCRIPTION	MSRP
DI-1	Delivery from Oconomowoc to Burlington	\$42.00
DI-2	Registration fees (new Municipal plates)	\$169.50

BODY CODE

CODE	DESCRIPTION	MSRP
E63	Durabed, pickup bed (STD)	\$0.00

EMISSIONS

CODE	DESCRIPTION	MSRP
FE9	Emissions, Federal requirements	\$0.00

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Ewald Automotive Group

Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

Vehicle: [Fleet] 2020 Chevrolet Silverado 2500HD (CK20903) 4WD Reg Cab 142" Work Truck (Complete) (✓)

PAINT

CODE	DESCRIPTION	MSRP
GAZ	Summit White	\$0.00

AXLE

CODE	DESCRIPTION	MSRP
GT4	Rear axle, 3.73 ratio (Requires (L8T) 6.6L V8 gas engine. Not available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.)	\$0.00

SEAT TRIM

CODE	DESCRIPTION	MSRP
H1T	Jet Black, Cloth seat trim	\$0.00

RADIO

CODE	DESCRIPTION	MSRP
IOR	Audio system, Chevrolet Infotainment 3 system 7" diagonal color touchscreen, AM/FM stereo. Additional features for compatible phones include: Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Apple CarPlay and Android Auto capable. (STD)	\$0.00

GVWR

CODE	DESCRIPTION	MSRP
JGB	GVWR, 10,250 lbs. (4649 kg) (STD) (Requires CC20753 model and (L8T) 6.6L V8 gas engine with 18" or 20" wheels or CK20903 model and (L8T) 6.6L V8 gas engine with 17" wheels.)	\$0.00

ENGINE

CODE	DESCRIPTION	MSRP
L8T	Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline, (401 hp [299 kW] @ 5200 rpm, 464 lb-ft of torque [629 N-m] @ 4000 rpm) (STD)	\$0.00

TRANSMISSION

CODE	DESCRIPTION	MSRP
MYD	Transmission, 6-speed automatic, heavy-duty (STD) (Requires (L8T) 6.6L V8 gas engine.)	\$0.00

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Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

Vehicle: [Fleet] 2020 Chevrolet Silverado 2500HD (CK20903) 4WD Reg Cab 142" Work Truck (Complete) (✓)

WHEELS

CODE	DESCRIPTION	MSRP
PYN	Wheels, 17" (43.2 cm) painted steel, Silver (STD)	\$0.00

TIRES

CODE	DESCRIPTION	MSRP
QHJ	Tires, LT245/75R17E all-season, blackwall (STD)	\$0.00

SPARE TIRE

CODE	DESCRIPTION	MSRP
ZHQ	Tire, spare LT245/75R17E all-season, blackwall (STD) (Included and only available with (QHJ) LT245/75R17E all-season, blackwall tires with (E63) Durabed, pickup bed. Available to order when (ZW9) pickup bed delete and (QHJ) LT245/75R17E all-season, blackwall tires are ordered)	\$0.00

Options Total	\$4,369.50
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Ewald Automotive Group

Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

Vehicle: [Fleet] 2020 Chevrolet Silverado 2500HD (CK20903) 4WD Reg Cab 142" Work Truck (Complete) (✓)

Price Summary

PRICE SUMMARY

	MSRP
Base Price	\$36,900.00
Total Options	\$4,369.50
Vehicle Subtotal	\$41,269.50
Destination Charge	\$1,595.00
Grand Total	\$42,864.50

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Data Version: 9977. Data Updated: Dec 25, 2019 10:39:00 PM PST.



DATE: February 4, 2020

SUBJECT: **RESOLUTION 4989(42)** - To approve the integration of the Phosphorus Analyzer into the Supervisory Control and Data Acquisition (SCADA) system at the Wastewater Treatment Plant.

SUBMITTED BY: Peter Riggs, Director of Public Works

BACKGROUND/HISTORY:

In 2018, the Council approved the purchase of a real-time Phosphorus Analyzer. The unit was installed and we began collecting and trending data to monitor our Phosphorus concentrations over the course of a 24-hour period.

In 2019, the utility had budgeted funds to have the analyzer integrated into the SCADA system to collect this data and have control of the chemical feed pumps that meter the Phosphorus removal chemical into the treatment system. However, due to the unforeseen costs of developing the Adaptive Management Plan, the budgeted funds were sacrificed and the integration was tabled.

Phosphorus Analyzer Integration:

The scope of the project is to program the analyzer into the SCADA system and install speed control on the chemical feed pumps. This will allow us to be able to monitor the Phosphorus levels in our effluent and adjust the chemical dosing rate based on the set point that is entered into the SCADA system. Currently, dosing rates are adjusted manually once or twice a week based on the results we are seeing from both the analyzer and in-house lab testing. The approval of this project will benefit the Utility in many ways:

- Accurate dosing of Phosphorus removal chemicals
- Decrease in chemical usage
- Decrease in overall cost of operation for Phosphorus removal
- Lower effluent discharge concentration

Due to the unique nature of this project staff has only pursued services from one vendor, Energenecs. Energenecs designed, programmed and installed our entire plant process control system, fiber optic network ring around the plant and integrated all of our equipment into the SCADA system during the 2013 plant upgrade. They also hold the development license for the Wonderware SCADA software to be able to make changes. They are the only firm with the knowledge, experience, credentialing, and understanding of our process control systems to complete this project effectively and efficiently.

BUDGET/FISCAL IMPACT:

The 2020 Budget includes \$40,000 dollars in the Phosphorus Removal account for the integration of this equipment. The recommended purchase is \$4,000.00 under the budgeted amount.

RECOMMENDATION:

Staff recommends the Council approve this integration project to be completed by Energenecs in the amount of \$36,000.00.

TIMING/IMPLEMENTATION:

This item is for discussion at the January 21, 2020 Committee of the Whole meeting, and is scheduled for final consideration at the February 4, 2020.

Attachments

**A RESOLUTION APPROVING A CONTRACT WITH ENERGENECS FOR THE
INTEGRATION OF THE PHOSPHORUS ANALYZER INTO THE SUPERVISORY CONTROL
AND DATA ACQUISITION (SCADA) SYSTEM AT THE WASTEWATER TREATMENT PLANT
FOR A NOT-TO-EXCEED AMOUNT OF \$36,000.00**

WHEREAS, on June 1, 2004 the Common Council did approve Resolution 3812(18), a Resolution Adopting a Purchasing Policy for the City of Burlington and on May 16, 2006 approved Resolution 4015(3), updating such Purchase Policy; and,

WHEREAS, the Purchasing Policy requires that all non-construction related Budget Items requiring expenditures of \$15,000 or more be reviewed and pre-approved by the Common Council; and,

WHEREAS, Compliance with phosphorous discharge limits from the Wastewater Treatment Plant is required by our Wisconsin Pollutant Discharge Elimination System (WPDES) permit; and,

WHEREAS, phosphorous can be removed through chemical dosage of the effluent; and,

WHEREAS, the phosphorous analyzer installed in 2018 allows for proper dosage of the effluent; and,

WHEREAS, integration of the phosphorous analyzer with SCADA will automate the dosage of phosphorous removal chemicals to minimize the amount of chemical used and maximize phosphorous removal; and,

WHEREAS, the proposal from Energenecs, Inc. has been reviewed and recommended by the Utility Manager and Director of Public Works.

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Burlington hereby approve the integration of the phosphorus analyzer into the SCADA system the total amount of \$36,000.00.

Introduced: January 21, 2020

Adopted:

Jeannie Hefty, Mayor

Attest:

Diahnn Halbach, City Clerk



2020 Budget Proposal

DATE: December 11, 2019

TO: Mr. Donny Hefty
Utility Foreman
City of Burlington Wastewater
2100 South Pine Street
Burlington, WI. 53105

dhefty@burlington-wi.gov
(3 pages + terms)

PROJECT: Orthophosphate monitoring and chemical pumping modifications

Energenecs is pleased to offer the following scope of responsibility for subject potential project as you requested.

The primary goals of the project as is to supply two variable frequency drives and provide labor for programming and testing to enable the wastewater treatment facility Allen Bradley programmable logic controller in the 1st stage building to pace chemical feed pumps based on an orthophosphate reading installed in another building of the plant.

This would be accomplished using the existing Allen Bradley controllers and the existing Ethernet fiber network and switches.

In addition, we would provide programming and testing of the existing Wonderware SCADA software graphics to allow operators the ability to monitor the orthophosphate signal (trend, alarm limits, etc.) and allow set-point changes for the chemical pump speed control output signals to potentially significantly reduce chemical usage.

Budget proposal specifically includes

Modifications to Existing 2nd Stage Control Panel (PLC-2):

- Existing Allen Bradley CompactLogix PLC controller
- Existing Allen Bradley I/O modules
- Existing Dell SCADA computer and Hope Industrial color operator interface
- Existing control panel
- Includes all required programming to monitor Xylem YSI orthophosphate analyzer via Ethernet connection. (Not 4-20mA signal)

Modifications to Existing 1st Stage Control Panel (PLC-1):

- Existing Allen Bradley CompactLogix PLC controller
- Existing Allen Bradley I/O modules
- Existing Dell SCADA computer and Hope Industrial color operator interface
- Existing control panel
- Includes all required programming to output signals to control and pace two Encore 700 chemical feed pumps (Ethernet or 4-20mA signal)

New chemical feed pump variable frequency drives (VFDs) Control Panel:

- (2) Allen Bradley model 755 - 480V, 3 phase drives for 1/2HP chemical pumps (drives rated 2.1A)
- (1) Motor starter for back up
- Bypass for motor starter
- Ethernet switch
- Control panel mounted HOA switch
- VFDs mounted in new steel wall mount enclosure

Modifications to Existing SCADA computers:

- Wonderware Historian SCADA graphical software modifications

Proposal Includes:

- Programming of existing Allen Bradley PLC control logic application
- Programming of existing SCADA software (Wonderware)
- Programming of existing alarm software (as required)
- Field startup & acceptance testing
- O&M manuals and as-built drawing changes
- One (1) year parts & labor warranty for any new equipment supplied

Proposal Excludes:

- Sales tax
- Installation of our supplied VFD panel is NOT included
- Supply & installation of any new conduit & wire (analog, signal, control, power circuits)
- Supply & installation of any new Ethernet switches, fiber optic cable, connectors, end connections, fiber breakout panels, etc.
- Supply and installation of any new wiring & conduit for various changes we might want for the chemical pump control circuit wiring
- Supply of any new control panel power supplies, UPS equipment, etc.
- New SCADA computers or Wonderware license upgrades
- Hach WIMS software license upgrades or programming



Total Price: \$36,000.00

If you have any technical questions, please give us a call.

Sincerely,

Nick Crevcoure
Sales Engineer
Energenecs
414-313-0051



COMMON COUNCIL REGULAR

ITEM NUMBER 12E

DATE: February 4, 2020

SUBJECT: **RESOLUTION 4990(43)** - To approve authorizing a depository and signatories for the City of Burlington at Hometown Bank, Wautoma Wisconsin.

SUBMITTED BY: Steven DeQuaker, Finance Director

BACKGROUND/HISTORY:

The City of Burlington engaged Lifeline Services, dba LifeQuest, as it's third party provider for EMS billing related to Ambulance Emergency Care Services and Supplies.

As part of this service, LifeQuest utilizes Hometown Bank in Wautoma, Wisconsin as it's depository for collections related to billings for those services. This is an intermediary bank holding the funds collected until transferred to the City of Burlington operating accounts via Wire or Electronic Funds Transfer (EFT).

Per statute, depositories of the City must be approved by resolution of the Council.

As is common practice with all City depository accounts, 2 signatures/approvals are required for any transaction, including EFT and Wire payments. Those signature duties are currently assigned to the Mayor, City Administrator and City Finance Director/Treasurer for all City bank accounts.

The Banking Resolution and supplemental bank documents are attached. The City will receive a monthly fund transfer into the City's local General Operating Account.

BUDGET/FISCAL IMPACT:

This is an intermediary bank account holding funds from Medical Service Collections prior to transferring to the City's General Operating Account on a monthly basis. The funds received will be the balance of the revenues collected following LifeQuests service fee. Bank Reconciliation and balancing will be performed monthly with periodic checks via online banking on the account balance and charges, if any. This is an interest bearing account.

RECOMMENDATION:

Staff recommends approval of this resolution for depository and EFT service with Hometown Bank, Wautoma, Wisconsin

TIMING/IMPLEMENTATION:

This item is for discussion at the February 4, 2020 Committee of the Whole meeting, and due to the timeliness of ambulatory payments and revenues, is scheduled for final consideration at this evening's Common Council meeting.

Attachments

Res 4990(43) Hometown Bank
Hometown Bank Account Agreement

**A RESOLUTION AUTHORIZING SIGNATORIES FOR THE CITY OF
BURLINGTON AT HOMETOWN BANK WAUTOMA WISCONSIN**

WHEREAS, the City of Burlington, a municipal corporation, whose principle place of business is located at 300 N Pine St, Burlington, Wisconsin; and

WHEREAS, Hometown Bank, Wautoma Wisconsin requires a depository agreement (a copy of which is attached and made a part of this resolution) for the purpose of accepting deposits and/or maintaining a bank account or accounts for said corporation; and

WHEREAS, on October 7, 2008 the City Council adopted Substitute Number One to Resolution 4185(80) *A Resolution Approving a Financial and Investment Policy for the City of Burlington* that requires the formal approval of all Investment Depositories used by the Treasurer; and

WHEREAS, the Finance Director/Treasurer recommends a dual signature account requiring two signatures for transactions.

NOW THEREFORE, BE IT RESOLVED, that the Common Council of the City of Burlington does hereby approve of the Depository Agreement as attached and does further approve the Mayor, City Administrator and Finance Director/Treasurer as signatories on said Depository Agreement at Hometown Bank, Wautoma Wisconsin.

Introduced: February 4, 2020

Adopted:

Jeannie Hefty, Mayor

Attest:

Diahn Halbach, Clerk

ACCOUNT AGREEMENT

HOMETOWN BANK
105 PLAZA ROAD
WAUTOMA, WI 54982

Account Number: 6128566
Account Owner(s) Name & Address
CITY OF BURLINGTON

300 N PINE ST
BURLINGTON WI 53105

Agreement Date: 01/17/2020 By: BROOK VOSKUIL
 EXISTING Account - This agreement replaces previous agreement(s).
Account Desc: BUSINESS CHECKING
 Checking Savings NOW _____
Initial Deposit \$ 0.00 Source: _____

Ownership of Account - BUSINESS Purpose
 Sole Proprietorship Single-Member LLC Partnership
 LLC (LLC tax classification: C Corp S Corp Partnership)
 C Corporation S Corporation Non-Profit
 Municipal

Type of Account - PERSONAL (Choose one & sign where indicated):
 Single Party Account: THIS ACCOUNT/CERTIFICATE OF DEPOSIT IS OWNED BY THE PARTY NAMED HEREON.
 Single Party Account with P.O.D. Beneficiary(ies): THIS ACCOUNT/CERTIFICATE OF DEPOSIT IS OWNED BY THE PARTY NAMED HEREON. UPON THE DEATH OF SUCH PARTY, OWNERSHIP PASSES TO THE P.O.D. BENEFICIARY(IES) NAMED HEREON.
 Marital Account: THIS ACCOUNT/CERTIFICATE OF DEPOSIT IS OWNED AS A MARITAL ACCOUNT BY THE PARTIES NAMED HEREON. UPON THE DEATH OF EITHER OF THEM, THE SURVIVOR OWNS 50% OF THE SUMS ON DEPOSIT.
 Marital Account with P.O.D. Beneficiary(ies): THIS ACCOUNT/CERTIFICATE OF DEPOSIT IS OWNED AS A MARITAL ACCOUNT BY THE PARTIES NAMED HEREON. UPON THE DEATH OF EITHER OF THEM, 50% OF THE SUMS ON DEPOSIT ARE OWNED BY THE SURVIVOR AND 50% ARE OWNED BY THE P.O.D. BENEFICIARY(IES) NAMED HEREON BY THE DECEASED PARTY.
 Joint Account - No Survivorship: THIS ACCOUNT/CERTIFICATE OF DEPOSIT IS JOINTLY OWNED WITHOUT THE RIGHT OF SURVIVORSHIP BY THE PARTIES NAMED HEREON.
 Joint Survivorship Account: THIS ACCOUNT/CERTIFICATE OF DEPOSIT IS JOINTLY OWNED BY THE PARTIES NAMED HEREON. UPON THE DEATH OF ANY OF THEM, OWNERSHIP PASSES TO THE SURVIVOR(S).
 Joint Survivorship Account with P.O.D. Beneficiary(ies): THIS ACCOUNT/CERTIFICATE OF DEPOSIT IS JOINTLY OWNED BY THE PARTIES NAMED HEREON. UPON THE DEATH OF ANY OF THEM, OWNERSHIP PASSES TO THE SURVIVOR(S). UPON THE DEATH OF ALL SUCH PARTIES, OWNERSHIP PASSES TO THE P.O.D. BENEFICIARY(IES) NAMED HEREON.
 Trust: Separate agreement dated _____

P.O.D. Beneficiaries: The following parties (or all parties, if not specified) name the following individuals as beneficiaries:
.
.
.
.
.

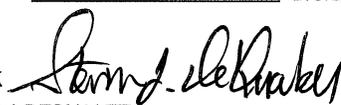
Backup Withholding Certifications (Non-"U.S. Persons" - Use separate Form W-8)
 By signing below, I, JEANNIE E HEFTY certify under penalties of perjury that the statements made in this section are true.
 TIN: 39-6005409 The Taxpayer Identification Number (TIN) shown is my correct taxpayer identification number.
 Not Subject to Backup Withholding. I am NOT subject to backup withholding either because I have not been notified that I am subject to backup withholding as a result of a failure to report all interest or dividends, or the Internal Revenue Service has notified me that I am no longer subject to backup withholding.
 Exempt Recipient. I am an exempt recipient under the Internal Revenue Service Regulations. Exempt payee code (if any) _____
FATCA Code. The FATCA code entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.
U.S. Person. I am a U.S. citizen or other U.S. person (as defined in the instructions).

Signature(s). The undersigned certifies the accuracy of the information he/she has provided and acknowledges receipt of a completed copy of this form. The undersigned authorizes the financial institution to verify credit and employment history and/or have a credit reporting agency prepare a credit report on the undersigned, as individuals. The undersigned also acknowledge the receipt of a copy and agree to the terms of the following agreement(s) and/or disclosure(s):
 Terms & Conditions Truth in Savings Funds Availability
 Electronic Fund Transfers Privacy Substitute Checks
 Common Features Schedule of Fees

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

(1): [X]
JEANNIE E HEFTY
I.D. # 388-50-7997 D.O.B. 06/21/1947

(2): [X]
CARINA G WALTERS Authorized Agent
I.D. # 334-76-6351 D.O.B. 12/12/1978

(3): [X ]
STEVEN J DEQUAKER Authorized Agent
I.D. # 336-58-3542 D.O.B. 08/16/1960

(4): [X] Authorized Agent
I.D. # _____ D.O.B. _____

Authorized Agent (if selected above for a PERSONAL account): TRANSACTIONS REGARDING THIS ACCOUNT/CERTIFICATE OF DEPOSIT MAY BE MADE BY THE AGENT(S) NAMED HEREON. NO PRESENT OR FUTURE OWNERSHIP OR RIGHT OF SURVIVORSHIP IS CONFERRED BY THIS DESIGNATION.
The authority conferred upon the agent named above (is is not) exercisable notwithstanding any party's legal disability.

Resolution of Lodge, Association or Other Similar Organization

By: CITY OF BURLINGTON

HOMETOWN BANK
105 PLAZA ROAD
WAUTOMA WI 54982

300 N PINE ST
BURLINGTON WI 53105

Referred to in this document as "Financial Institution"

Referred to in this document as "Association"

I, Diahnn Halbach, certify that I am Secretary (clerk) of the above named association organized under the laws of WISCONSIN, Federal Employer I.D. Number 39-6005409, and that the resolutions on this document are a correct copy of the resolutions adopted at a meeting of the Association duly and properly called and held on _____ (date). These resolutions appear in the minutes of this meeting and have not been rescinded or modified.

Agents. Any Agent listed below, subject to any written limitations, is authorized to exercise the powers granted as indicated below:

Name and Title or Position	Signature	Facsimile Signature <i>(if used)</i>
A. <u>JEANNIE E HEFTY</u> _____	X _____	X _____
B. <u>CARINA G WALTERS</u> _____	X _____	X _____
C. <u>STEVEN J DEQUAKER</u> _____	X 	X _____
D. _____	X _____	X _____
E. _____	X _____	X _____
F. _____	X _____	X _____

Powers Granted. (Attach one or more Agents to each power by placing the letter corresponding to their name in the area before each power. Following each power indicate the number of Agent signatures required to exercise the power.)

Indicate A, B, C, D, E, and/or F	Description of Power	Indicate number of signatures required
<u>N/A</u>	(1) Exercise all of the powers listed in this resolution.	<u>N/A</u>
<u>A, B, C</u>	(2) Open any deposit or share account(s) in the name of the Association.	<u>2</u>
<u>A, B, C</u>	(3) Endorse checks and orders for the payment of money or otherwise withdraw or transfer funds on deposit with this Financial Institution.	<u>2</u>
<u>N/A</u>	(4) Borrow money on behalf and in the name of the Association, sign, execute and deliver promissory notes or other evidences of indebtedness.	<u>N/A</u>
<u>N/A</u>	(5) Endorse, assign, transfer, mortgage or pledge bills receivable, warehouse receipts, bills of lading, stocks, bonds, real estate or other property now owned or hereafter owned or acquired by the Association as security for sums borrowed, and to discount the same, unconditionally guarantee payment of all bills received, negotiated or discounted and to waive demand, presentment, protest, notice of protest and notice of non-payment.	<u>N/A</u>
<u>A, B</u>	(6) Enter into a written lease for the purpose of renting, maintaining, accessing and terminating a Safe Deposit Box in this Financial Institution.	<u>2</u>
<u>A, B, C</u>	(7) Other: Authorized to obtain and authorize Treasury Management services including EFTs.	<u>2</u>

Limitations on Powers. The following are the Association's express limitations on the powers granted under this resolution.

Resolutions

The Association named on this resolution resolves that,

- (1) The Financial Institution is designated as a depository for the funds of the Association and to provide other financial accommodations indicated in this resolution.
- (2) This resolution shall continue to have effect until express written notice of its rescission or modification has been received and recorded by the Financial Institution. Any and all prior resolutions adopted by the Association and certified to the Financial Institution as governing the operation of this association's account(s), are in full force and effect, until the Financial Institution receives and acknowledges an express written notice of its revocation, modification or replacement. Any revocation, modification or replacement of a resolution must be accompanied by documentation, satisfactory to the Financial Institution, establishing the authority for the changes.
- (3) The signature of an Agent on this resolution is conclusive evidence of their authority to act on behalf of the Association. Any Agent, so long as they act in a representative capacity as an Agent of the Association, is authorized to make any and all other contracts, agreements, stipulations and orders which they may deem advisable for the effective exercise of the powers indicated on page one, from time to time with the Financial Institution, subject to any restrictions on this resolution or otherwise agreed to in writing.

- (4) All transactions, if any, with respect to any deposits, withdrawals, rediscounts and borrowings by or on behalf of the Association with the Financial Institution prior to the adoption of this resolution are hereby ratified, approved and confirmed.
- (5) The Association agrees to the terms and conditions of any account agreement, properly opened by any Agent of the Association. The Association authorizes the Financial Institution, at any time, to charge the Association for all checks, drafts, or other orders, for the payment of money, that are drawn on the Financial Institution, so long as they contain the required number of signatures for this purpose.
- (6) The Association acknowledges and agrees that the Financial Institution may furnish at its discretion automated access devices to Agents of the Association to facilitate those powers authorized by this resolution or other resolutions in effect at the time of issuance. The term "automated access device" includes, but is not limited to, credit cards, automated teller machines (ATM), and debit cards.
- (7) The Association acknowledges and agrees that the Financial Institution may rely on alternative signature and verification codes issued to or obtained from the Agent named on this resolution. The term "alternative signature and verification codes" includes, but is not limited to, facsimile signatures on file with the Financial Institution, personal identification numbers (PIN), and digital signatures. If a facsimile signature specimen has been provided on this resolution, (or that are filed separately by the Association with the Financial Institution from time to time) the Financial Institution is authorized to treat the facsimile signature as the signature of the Agent(s) regardless of by whom or by what means the facsimile signature may have been affixed so long as it resembles the facsimile signature specimen on file. The Association authorizes each Agent to have custody of the Association's private key used to create a digital signature and to request issuance of a certificate listing the corresponding public key. The Financial Institution shall have no responsibility or liability for unauthorized use of alternative signature and verification codes unless otherwise agreed in writing.

Pennsylvania. The designation of an Agent does not create a power of attorney; therefore, Agents are not subject to the provisions of 20 Pa.C.S.A. Section 5601 et seq. (Chapter 56; Decedents, Estates and Fiduciaries Code) unless the agency was created by a separate power of attorney. Any provision that assigns Financial Institution rights to act on behalf of any person or entity is not subject to the provisions of 20 Pa.C.S.A. Section 5601 et seq. (Chapter 56; Decedents, Estates and Fiduciaries Code).

Effect on Previous Resolutions. This resolution supersedes resolution dated _____ ALL PRIOR _____. If not completed, all resolutions remain in effect.

Certification of Authority

I further certify that the Association has, and at the time of adoption of this resolution had, full power and lawful authority to adopt the resolutions stated above to confer the powers granted above to the persons named who have full power and lawful authority to exercise the same. (Apply seal below where appropriate.)

If checked, the Association is a non-profit lodge, association or similar organization.

(Secretary)

(Attest by Other Officer)

(Attest by Other Officer)

For Financial Institution Use Only

Acknowledged and received on _____ (date) by _____ (initials)

This resolution is superseded by resolution dated _____

Comments:

SIGNATURE ADDENDUM 6128566

Date of Document: _____

Additional Parties' Type: LIFEQUEST

Names and Addresses of Parties:

MICHAEL J FINN
RICHARD S SCHROEDER
PEDER H CULVER II

300 N PINE ST
BURLINGTON WI 53105

Signatures. By signing under seal, I agree to the terms contained in the named document. The undersigned also acknowledge receipt of a copy of this named document.

CITY OF BURLINGTON
Entity Name

Entity Name

Signature MICHAEL J FINN Date (Seal)

Signature Date (Seal)

Signature RICHARD S SCHROEDER Date (Seal)

Signature Date (Seal)

Signature PEDER H CULVER II Date (Seal)

Signature Date (Seal)

Signature Date (Seal)

Signature Date (Seal)

Entity Name

Entity Name

Signature Date (Seal)

E-Statement Authorization / Request for Modified Access ID

Name: CITY OF BURLINGTON Social Security # or Tax ID # 39-6005409
Name: _____ Social Security # or Tax ID # _____
Email Address: _____ Port # 150640

E-Statement Authorization

In an effort to help preserve our environment, Hometown Bank is proud to offer electronic statements. Please fill in the account numbers for all of the accounts that you would like to receive electronic statements.

Checking:

Savings:

Loan:

Account # <u>6128566</u>	Account # _____	Account # _____
Account # _____	Account # _____	Account # _____
Account # _____	Account # _____	Account # _____
Account # _____	Account # _____	Account # _____

Your consent, which will be given by signing below, is to authorize Hometown Bank to electronically forward your periodic bank statement(s) and other disclosures that the bank might send to you with your bank statement(s). You understand that your statements will include information concerning your deposit and/or loan accounts with the bank and may include disclosures required under the Truth-In-Lending Act, Electronic Funds Transfer Act, Truth-In-Savings Act and/or similar disclosure laws. Hometown Bank will notify you by e-mail when your electronic statement(s) are available for viewing. You will receive the notification from "Hometown Bank Notification" Please add hometownbankalerts@htbwi.com to your list of allowed senders.

I authorize Hometown Bank to provide Online Banking Service to all of my accounts listed above. These accounts are established in my customer portfolio, which is identified by my Social Security Number/Tax ID Number. I certify that I have been provided information regarding any fees and restrictions pertaining to online banking and agree to all terms. Furthermore, by signing this form, I authorize Hometown Bank to deliver the above statement(s) and disclosures described herein in electronic format via electronic mail. I also acknowledge that Hometown Bank will not deliver the above statement(s) via traditional mail. Hometown Bank will consider the statement delivered if no return e-mail is received. If, however, a return notice is received by the bank, a statement will be sent via traditional mail. Hometown Bank reserves the right to begin sending hard copies of your statement in the mail. I understand that it is my responsibility to notify the Bank if my e-mail address changes.

This agreement may be terminated by contacting Hometown Bank in writing at : 80 Sheboygan Street, Fond du Lac, WI 54935, Fax to (920) 922-1640 or by calling us at (920) 922-1790.

Signature

Date

Request for Modified Access ID

Request Change of Access ID To: _____ (Case Sensitive)

Signature

Date

Business Banking Pricing Schedule



Effective August 1, 2015

The following service costs apply to holders of Business Checking, Business Savings, Business Money Market Accounts and Certificates of Deposit, active or inactive.

Analyzed Business Checking and Treasury Management Solutions	
Overview of Checking Account	
Description	This account benefits the business with a high rate of activity. Service charges are offset by an earnings credit generally based on the average 90 day Treasury Bill rate.
Online Banking Access	Secure online services for unlimited users with specific access needs. Treasury Management services available to manage business cash flow cycles.
Balance Requirement	No minimum balance requirement
Activity Requirement	Unlimited Items allowed
Statement Options	Free E-Statement with Online Banking - Paper Statement \$5 per month
Account Costs	See below and reference Schedule of Costs Attachment
Account Analysis Costs	
Monthly Maintenance Cost	\$10 per month
Credits	\$0.35 per item
Debits	\$0.15 per item
ACH Credits - Non Origination	\$0.15 per item
Checks Paid	\$0.16 per item
ACH Debits - Non Origination	\$0.15 per item
Deposits	\$0.30 per item
Deposited Item - On Us	\$0.04 per item
Deposited Item - Transit	\$0.08 per item
Uncollected Funds Usage	Prime + 4%
*Deposit Protection Assessment	0.084%/ \$100 in Ledger Balances Annualized
Treasury Management Banking Solutions	
Online Banking	\$35 per month
ACH Module	\$15 per month & \$0.12 per item
Premier ACH Software (Optional)	\$10 per month
Online Wire Module	\$10 per month
Dual Control Security Tokens	3 Included
Remote Deposit Capture	\$60 per month & \$0.12 per item
EDI Services - CFX Credits	\$25 per month - Unlimited Transactions
Lockbox	Call for Custom Quote
Zero Balance or Target Accounts	\$18 per month
Investment/Loan Sweeps	Call for Custom Quote
Fraud Prevention Tools	
Positive Pay for Checks	\$45 per month (1-200 Items) \$65 (200-500 Items) \$85 (500-1000 Items) over 1000 **
Reverse Positive Pay for Checks	\$45 per month (1-200 Items) \$65 (200-500 Items) \$85 (500-1000 Items) over 1000 **
2nd Account & Each Additional	\$15 per month
Per Item Verification	Included
ACH Alert	\$20 per month
ACH Block	\$5 per month
One Time Initial Programming & Installation Costs	
Online Banking Basic Services	\$100
ACH or Wire Module	\$100
Dual Control Security Tokens	\$35 Per Token (after 3 free)
Remote Deposit Capture	\$150
EDI Services	\$100
Positive Pay for Checks	\$100
ACH Alert	\$50

*Same Calculation as .07 cents/\$1,000 Ledger Balances

** Custom Quote

Schedule of Costs Attachment **Homelown Bank**

Effective December 1, 2016

The following service costs apply to holders of all Business Checking, Small Business Checking,

Community Checking, Business Savings, Business Money Market Accounts and Business Certificates of Deposit, active or inactive.

Business Schedule of Costs Attachment	
Customer Services	
Account Reconciliation Services	\$30 per hour / one hour minimum
Copy of Cleared Check	\$1 each up to 10
Research	\$30 per hour / one hour minimum
Statement Copies / Account History	\$5 per statement
Copies	\$0.25 per page
Check Images with E-Statement	\$5 per statement
Safe Deposit Boxes (Not available at all locations)	
Annual Rental Cost	Varies
Box Drilling Cost	Cost plus \$25
Late Cost	\$20
Service Charges	
Paid NSF* Item Cost	\$35 per item
Returned NSF* Cost	\$35 per item
Deposited Item Returned	\$12 per item
Return Item Requiring Special Handling	\$15 per item
Continuous Overdraft Cost (Applies when an account is overdrawn for more than five consecutive business days)	\$5 per day
Stop Payment Cost	\$25 per order
Paper Statement Cost	\$5 per statement cycle
Telephone Transfer Cost (live)	\$5 each transfer
Tax Levy	\$100 each occurrence
Garnishment	\$100 each occurrence
Subpoenas & Legal Processes	\$35 per hour
Charges incurred responding to legal action	Actual 3rd party cost
Account Closing Within 90 Days	\$25
Check Cashing for Non-Customers**	\$10 per item
Inactive Account Cost (Inactive status defined as thirteen consecutive months with no activity)	\$5 per month when account is in inactive status
Maintenance Costs (When requirements are not met)	
Checking Accounts	
Business Checking	See Business Banking Pricing Schedule
Small Business Checking	\$10 per month
Money Market and Savings	
Money Market	\$25 per month
Business Savings	\$10 per quarter

*NSF's can be created by check, in person withdrawal, ATM withdrawal or other electronic means

**Cashing checks for non-customers is at bank's discretion

Schedule of Costs Attachment (continued)

Effective December 1, 2016

Wire/Foreign Service Costs	
Outgoing Wire Transfer Cost	
Domestic	\$20
Foreign	\$45
Incoming Wire Cost	
Domestic	\$10
Foreign	\$35
Wire Transfer Notification	
Email	\$3
Mail	\$10
Fax or Phone	\$10
Foreign Currency	
Selling	\$20 plus delivery cost
Purchasing	\$20 plus delivery cost
Foreign Drafts	
Two Day Shipping	\$20
Overnight Shipping	\$35
Purchased Items	
Cashier's Checks	
Customers	\$5 per check
Non-customers (exchanging check drawn on Hometown Bank)	\$12 per check
Money Orders	
Customers	\$3 per money order
Non-customers (exchanging check drawn on Hometown Bank)	\$10 per money order
Check Printing Cost (Deluxe)	Varies based on check selection
Gift Card	\$4.99 per card
Travel Card	\$9.99 per card / \$4.95 reload cost
Deposit Bag - locked	\$20 per bag
Deposit Bag - zippered	\$5 per bag
Counter Checks	\$1 per check
Coin Redeemed (non-customer)	\$5 per occurrence
Currency and Coin Orders	
Level 1	\$25 per month, up to 100 rolls or straps
Level 2	Contact us for pricing
Currency and Coin Deposited	
Level 1	\$25 per month, up to \$25,000.00 monthly
Level 2	Contact us for pricing
Debit Cards	
ATM Cash Withdrawal	No Charge at Hometown Bank ATMs
Debit Card PIN Reminder	\$2
Debit Card Replacement Cost	\$7 per card

International ATM/Debit Card Costs: 3% of transaction amount on ATM withdrawals and debit card purchases; plus, a currency conversion cost of .02% of the transaction amount on PIN-based ATM or debit card transactions.

Terms and Conditions of Your Account

Contents:

- (1) Important Information about Procedures for Opening a New Account
- (2) Agreement
- (3) Liability
- (4) Deposits
- (5) Withdrawals
 - Generally
 - Postdated Checks
 - Checks and Withdrawal Rules
 - A Temporary Debit Authorization Hold Affects Your Account Balance
 - Overdrafts
 - Multiple Signatures, Electronic Check Conversion, and Similar Transactions
 - Notice of Withdrawal
- (6) Ownership of Account and Beneficiary Designation
 - Single-Party Account
 - Joint Account - No Survivorship
 - Joint Survivorship Account
 - Marital Account
 - Single Account or Joint Survivorship Account with P.O.D. Beneficiaries
 - Marital Account with P.O.D. Beneficiaries
- (7) Business, Organization, and Association Accounts
- (8) Stop Payments
- (9) Telephone Transfers
- (10) Amendments and Termination
- (11) Notices
- (12) Statements
 - Your Duty to Report Unauthorized Signatures, Alterations, and Forgeries
 - Your Duty to Report Other Errors
 - Errors Relating to Electronic Fund Transfers or Substitute Checks
- (13) Direct Deposits
- (14) Temporary Account Agreement
- (15) Setoff
- (16) Check Processing
- (17) Check Cashing
- (18) Truncation, Substitute Checks, and Other Check Images
- (19) Remotely Created Checks
- (20) Unlawful Internet Gambling Notice
- (21) ACH and Wire Transfers
- (22) Facsimile Signatures
- (23) Authorized Agent
- (24) Restrictive Legends or Endorsements
- (25) Stale-Dated Checks
- (26) Account Transfer
- (27) Endorsements
- (28) Death or Incompetence
- (29) Fiduciary Accounts
- (30) Credit Verification
- (31) Legal Actions Affecting Your Account
- (32) Security
- (33) Telephonic Instructions
- (34) Monitoring and Recording Telephone Calls and Consent to Receive Communications
- (35) Claim of Loss
- (36) Early Withdrawal Penalties
- (37) Address or Name Changes
- (38) Resolving Account Disputes
- (39) Waiver of Notices
- (40) Additional Terms

(1) Important Information about Procedures for Opening a New Account. To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

(2) Agreement. This document, along with any other documents we give you pertaining to your account(s), is a contract that establishes rules which control your account(s) with us. Please read this carefully and retain it for future reference. If you sign the signature card or open or continue

to use the account, you agree to these rules. You will receive a separate schedule of rates, qualifying balances, and fees if they are not included in this document. If you have any questions, please call us.

This agreement is subject to applicable federal laws, the laws of the state of Wisconsin and other applicable rules such as the operating letters of the Federal Reserve Banks and payment processing system rules (except to the extent that this agreement can and does vary such rules or laws). The body of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced here. The purpose of this document is to:

1. summarize some laws that apply to common transactions;
2. establish rules to cover transactions or events which the law does not regulate;

3. establish rules for certain transactions or events which the law regulates but permits variation by agreement; and
4. give you disclosures of some of our policies to which you may be entitled or in which you may be interested.

If any provision of this document is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. We may permit some variations from our standard agreement, but we must agree to any variation in writing either on the signature card for your account or in some other document. Nothing in this document is intended to vary our duty to act in good faith and with ordinary care when required by law.

As used in this document the words "we," "our," and "us" mean the financial institution and the words "you" and "your" mean the account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account. However, this agreement does not intend, and the terms "you" and "your" should not be interpreted, to expand an individual's responsibility for an organization's liability. If this account is owned by a corporation, partnership or other organization, individual liability is determined by the laws generally applicable to that type of organization. The headings in this document are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so the singular includes the plural and the plural includes the singular.

"Party" means a person who, by the terms of an account, has a present right, subject to request, to payment from the account other than as an agent. A beneficiary of a P.O.D. account is a party only after the account becomes payable to them by reason of their surviving the original payee. A minor may be a party to an account, subject to withdrawal restrictions of Wisconsin law. Unless the context indicates otherwise, "party" includes a guardian, conservator, personal representative, or assignee, including an attaching creditor, of a party.

(3) Liability. You agree, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this account and the schedule of charges. You authorize us to deduct these charges, without notice to you, directly from the account balance as accrued. You will pay any additional reasonable charges for services you request which are not covered by this agreement.

Each of you also agrees to be jointly and severally (individually) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. This liability is due immediately, and can be deducted directly from the account balance whenever sufficient funds are available. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft.

You will be liable for our costs as well as for our reasonable attorneys' fees, to the extent permitted by law, whether incurred as a result of collection or in any other dispute involving your account. This includes, but is not limited to, disputes between you and another joint owner; you and an authorized signer or similar party; or a third party claiming an interest in your account. This also includes any action that you or a third party takes regarding the account that causes us, in good faith, to seek the advice of an attorney, whether or not we become involved in the dispute. All costs and attorneys' fees can be deducted from your account when they are incurred, without notice to you.

(4) Deposits. We will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn "on us"). Before settlement of any item becomes final, we act only as your agent, regardless of the form of endorsement or lack of endorsement on the item and even though we provide you provisional credit for the item. We may reverse any provisional credit for items that are lost, stolen, or returned. Unless prohibited by law, we also reserve the right to charge back to your account the amount of any item deposited to your account or cashed for you which was initially paid by the payor bank and which is later returned to us due to an allegedly forged, unauthorized or missing endorsement, claim of alteration, encoding error or other problem which in our judgment justifies reversal of credit. You authorize us to attempt to collect previously returned items without giving you notice, and in attempting to collect we may permit the payor bank to hold an item beyond the midnight deadline. Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. We are not responsible for transactions by mail or outside depository until we actually record them. We will treat and record all transactions received after our "daily cutoff time" on a business day we are open, or received on a day we are not open for business, as if initiated on the next business day that we are open. At our option, we may take an item for collection rather than for deposit. If we accept a third-party check for deposit, we may require any third-party endorsers to verify or guarantee their endorsements, or endorse in our presence.

(5) Withdrawals.

Generally. Unless clearly indicated otherwise on the account records, any of you, acting alone, who signs to open the account or has authority to make withdrawals may withdraw or transfer all or any part of the account balance at any time. Each of you (until we receive written notice to the contrary) authorizes each other person who signs or has authority to make withdrawals to endorse any item payable to you or your order for deposit to this account or any other transaction with us.

Postdated Checks. A postdated check is one which bears a date later than the date on which the check is written. We may properly pay and charge your account for a postdated check even though payment was made before the date of the check, unless we have received

written notice of the postdating in time to have a reasonable opportunity to act. Because we process checks mechanically, your notice will not be effective and we will not be liable for failing to honor your notice unless it precisely identifies the number, date, amount and payee of the item.

Checks and Withdrawal Rules. If you do not purchase your check blanks from us, you must be certain that we approve the check blanks you purchase. We may refuse any withdrawal or transfer request which you attempt on forms not approved by us or by any method we do not specifically permit. We may refuse any withdrawal or transfer request which is greater in number than the frequency permitted, or which is for an amount greater or less than any withdrawal limitations. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply the frequency limitations. In addition, we may place limitations on the account until your identity is verified.

Even if we honor a nonconforming request, we are not required to do so later. If you violate the stated transaction limitations (if any), in our discretion we may close your account or reclassify it as a transaction account. If we reclassify your account, your account will be subject to the fees and earnings rules of the new account classification.

If we are presented with an item drawn against your account that would be a "substitute check," as defined by law, but for an error or defect in the item introduced in the substitute check creation process, you agree that we may pay such item.

See the funds availability policy disclosure for information about when you can withdraw funds you deposit. For those accounts to which our funds availability policy disclosure does not apply, you can ask us when you make a deposit when those funds will be available for withdrawal. An item may be returned after the funds from the deposit of that item are made available for withdrawal. In that case, we will reverse the credit of the item. We may determine the amount of available funds in your account for the purpose of deciding whether to return an item for insufficient funds at any time between the time we receive the item and when we return the item or send a notice in lieu of return. We need only make one determination, but if we choose to make a subsequent determination, the account balance at the subsequent time will determine whether there are insufficient available funds.

A Temporary Debit Authorization Hold Affects Your Account Balance. On debit card purchases, merchants may request a temporary hold on your account for a specified sum of money, which may be more than the actual amount of your purchase. When this happens, our processing system cannot determine that the amount of the hold exceeds the actual amount of your purchase. This temporary hold, and the amount charged to your

account, will eventually be adjusted to the actual amount of your purchase, but it may be up to three days before the adjustment is made. Until the adjustment is made, the amount of funds in your account available for other transactions will be reduced by the amount of the temporary hold. If another transaction is presented for payment in an amount greater than the funds left after the deduction of the temporary hold amount, that transaction will be a nonsufficient funds (NSF) transaction if we do not pay it or an overdraft transaction if we do pay it. You will be charged an NSF or overdraft fee according to our NSF or overdraft fee policy. You will be charged the fee even if you would have had sufficient funds in your account if the amount of the hold had been equal to the amount of your purchase.

Here is an example of how this can occur - assume for this example the following: (1) you have opted-in to our overdraft services for the payment of overdrafts on ATM and everyday debit card transactions, (2) we pay the overdraft, and (3) our overdraft fee is \$35 per overdraft, but we do not charge the overdraft fee if the transaction overdraws the account by less than \$10.

You have \$120 in your account. You swipe your card at the card reader on a gasoline pump. Since it is unclear what the final bill will be, the gas station's processing system immediately requests a hold on your account in a specified amount, for example, \$80. Our processing system authorizes a temporary hold on your account in the amount of \$80, and the gas station's processing system authorizes you to begin pumping gas. You fill your tank and the amount of gasoline you purchased is only \$50. Our processing system shows that you have \$40 in your account available for other transactions ($\$120 - \$80 = \$40$) even though you would have \$70 in your account available for other transactions if the amount of the temporary hold was equal to the amount of your purchase ($\$120 - \$50 = \$70$). Later, another transaction you have authorized is presented for payment from your account in the amount of \$60 (this could be a check you have written, another debit card transaction, an ACH debit or any other kind of payment request). This other transaction is presented before the amount of the temporary hold is adjusted to the amount of your purchase (remember, it may take up to three days for the adjustment to be made). Because the amount of this other transaction is greater than the amount our processing system shows is available in your account, our payment of this transaction will result in an overdraft transaction. Because the transaction overdraws your account by \$20, your account will be assessed the overdraft fee of \$35 according to our overdraft fee policy. You will be charged this \$35 fee according to our policy even though you would have had enough money in your account to cover the \$60 transaction if your account had only been debited the amount of your purchase rather than the amount of the temporary hold or if the temporary hold had already been adjusted to the actual amount of your purchase.

Overdrafts. You understand that we may, at our discretion, honor withdrawal requests that overdraw your account. However, the fact that we may honor withdrawal requests that overdraw the account balance does not obligate us to do so later. So you can NOT rely on us to pay overdrafts on your account regardless of how frequently or under what circumstances we have paid overdrafts on your account in the past. We can change our practice of paying overdrafts on your account without notice to you. You can ask us if we have other account services that might be available to you where we commit to paying overdrafts under certain circumstances, such as an overdraft protection line-of-credit or a plan to sweep funds from another account you have with us. You agree that we may charge fees for overdrafts. For consumer accounts, we will not charge fees for overdrafts caused by ATM withdrawals or one-time debit card transactions if you have not opted-in to that service. We may use subsequent deposits, including direct deposits of social security or other government benefits, to cover such overdrafts and overdraft fees.

Multiple Signatures, Electronic Check Conversion, and Similar Transactions. An electronic check conversion transaction is a transaction where a check or similar item is converted into an electronic fund transfer as defined in the Electronic Fund Transfers regulation. In these types of transactions the check or similar item is either removed from circulation (truncated) or given back to you. As a result, we have no opportunity to review the check to examine the signatures on the item. You agree that, as to these or any items as to which we have no opportunity to examine the signatures, you waive any requirement of multiple signatures.

Notice of Withdrawal. We reserve the right to require not less than 7 days' notice in writing before each withdrawal from an interest-bearing account other than a time deposit or demand deposit, or from any other savings account as defined by Regulation D. (The law requires us to reserve this right, but it is not our general policy to use it.) Withdrawals from a time account prior to maturity or prior to any notice period may be restricted and may be subject to penalty. See your notice of penalty for early withdrawal.

(6) Ownership of Account and Beneficiary Designation. These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

Single-Party Account. Such an account is owned by one party.

Joint Account - No Survivorship (*As Tenants In Common*). This is an account, other than a Marital Account or Joint Survivorship Account, owned by two or

more parties and payable on request to one of two or more parties. The parties do not intend (merely by opening this account) to create any right of survivorship in any other party. We encourage the parties to agree and tell us in writing of the percentage of the deposit contributed by each of you. This information will not, however, affect the "number of signatures" necessary for withdrawal.

Joint Survivorship Account (*Not As Tenants In Common*). Such an account is issued in the name of two or more persons. Each of you intend that upon your death the balance in the account (subject to any previous pledge to which we have consented) will belong to the survivor(s). If two or more of you survive, you will own the balance in the account as joint tenants with survivorship and not as tenants in common.

Marital Account. This is an account established without the right of survivorship by two parties who claim to be husband and wife and is payable on request to either or both parties.

Single Account or Joint Survivorship Account with P.O.D. Beneficiaries. Pay-on-death beneficiaries acquire the right to withdraw only if: (1) all parties creating the account die, and (2) the beneficiary is then living. If two or more beneficiaries are named and survive the death of all persons creating the account, such beneficiaries will own this account in equal shares, without right of survivorship. The person(s) creating this account type reserve the right to: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the deposit at any time.

Marital Account with P.O.D. Beneficiaries. Upon the death of either party, 50% of the funds on deposit are owned by the survivor and 50% are owned by the P.O.D. beneficiary(ies) named by the deceased party. If two or more beneficiaries are named by a party and survive the death of the party, they shall equally share the 50% that they own, without right of survivorship. The persons creating this account type reserve the right to: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the deposit at any time.

(7) Business, Organization, and Association Accounts. Earnings in the form of interest, dividends, or credits will be paid only on collected funds, unless otherwise provided by law or our policy. You represent that you have the authority to open and conduct business on this account on behalf of the entity. We may require the governing body of the entity opening the account to give us a separate authorization telling us who is authorized to act on its behalf. We will honor the authorization until we actually receive written notice of a change from the governing body of the entity.

(8) Stop Payments. Unless otherwise provided, the rules in this section cover stopping payment of items such as checks and drafts. Rules for stopping payment of other types of transfers of funds, such as consumer electronic fund transfers, may be established by law or our policy. If we have not disclosed these rules to you elsewhere, you may ask us about those rules.

We may accept an order to stop payment on any item from any one of you. You must make any stop-payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. Because stop-payment orders are handled by computers, to be effective, your stop-payment order must precisely identify the number, date, and amount of the item, and the payee.

You may stop payment on any item drawn on your account whether you sign the item or not. Generally, if your stop-payment order is given to us in writing it is effective for six months. Your order will lapse after that time if you do not renew the order in writing before the end of the six-month period. If the original stop-payment order was oral your stop-payment order will lapse after 14 calendar days if you do not confirm your order in writing within that time period. We are not obligated to notify you when a stop-payment order expires. A release of the stop-payment request may be made only by the person who initiated the stop-payment order.

If you stop payment on an item and we incur any damages or expenses because of the stop payment, you agree to indemnify us for those damages or expenses, including attorneys' fees. You assign to us all rights against the payee or any other holder of the item. You agree to cooperate with us in any legal actions that we may take against such persons. You should be aware that anyone holding the item may be entitled to enforce payment against you despite the stop-payment order.

Our stop-payment cutoff time is one hour after the opening of the next banking day after the banking day on which we receive the item. Additional limitations on our obligation to stop payment are provided by law (e.g., we paid the item in cash or we certified the item).

(9) Telephone Transfers. A telephone transfer of funds from this account to another account with us, if otherwise arranged for or permitted, may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing. Unless a different limitation is disclosed in writing, we restrict the number of transfers from a savings account to another account or to third parties, to a maximum of six per month (less the number of "preauthorized transfers" during the month). Other account transfer restrictions may be described elsewhere.

(10) Amendments and Termination. We may change any term of this agreement. Rules governing changes in interest rates are provided separately in the Truth-in-Savings disclosure or in another document. For other

changes, we will give you reasonable notice in writing or by any other method permitted by law. We may also close this account at any time upon reasonable notice to you and tender of the account balance personally or by mail. Items presented for payment after the account is closed may be dishonored. When you close your account, you are responsible for leaving enough money in the account to cover any outstanding items to be paid from the account. Reasonable notice depends on the circumstances, and in some cases such as when we cannot verify your identity or we suspect fraud, it might be reasonable for us to give you notice after the change or account closure becomes effective. For instance, if we suspect fraudulent activity with respect to your account, we might immediately freeze or close your account and then give you notice. If we have notified you of a change in any term of your account and you continue to have your account after the effective date of the change, you have agreed to the new term(s).

(11) Notices. Any written notice you give us is effective when we actually receive it, and it must be given to us according to the specific delivery instructions provided elsewhere, if any. We must receive it in time to have a reasonable opportunity to act on it. If the notice is regarding a check or other item, you must give us sufficient information to be able to identify the check or item, including the precise check or item number, amount, date and payee. Written notice we give you is effective when it is deposited in the United States Mail with proper postage and addressed to your mailing address we have on file. Notice to any of you is notice to all of you.

(12) Statements.

Your Duty to Report Unauthorized Signatures, Alterations, and Forgeries. You must examine your statement of account with "reasonable promptness." If you discover (or reasonably should have discovered) any unauthorized signatures or alterations, you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these duties, you will have to either share the loss with us, or bear the loss entirely yourself (depending on whether we used ordinary care and, if not, whether we substantially contributed to the loss). The loss could be not only with respect to items on the statement but other items with unauthorized signatures or alterations by the same wrongdoer.

You agree that the time you have to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of 30 days from when the statement is first sent or made available to you.

You further agree that if you fail to report any unauthorized signatures, alterations or forgeries in your account within 60 days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and as between you and us the loss will be entirely yours. This 60-day limitation is without regard to whether we used ordinary care. The

limitation in this paragraph is in addition to that contained in the first paragraph of this section.

Your Duty to Report Other Errors. In addition to your duty to review your statements for unauthorized signatures, alterations and forgeries, you agree to examine your statement with reasonable promptness for any other error - such as an encoding error. In addition, if you receive or we make available either your items or images of your items, you must examine them for any unauthorized or missing endorsements or any other problems. You agree that the time you have to examine your statement and items and report to us will depend on the circumstances. However, this time period shall not exceed 60 days. Failure to examine your statement and items and report any errors to us within 60 days of when we first send or make the statement available precludes you from asserting a claim against us for any errors on items identified in that statement and as between you and us the loss will be entirely yours.

Errors Relating to Electronic Fund Transfers or Substitute Checks (*For consumer accounts only*). For information on errors relating to electronic fund transfers (e.g., computer, debit card or ATM transactions) refer to your Electronic Fund Transfers disclosure and the sections on consumer liability and error resolution. For information on errors relating to a substitute check you received, refer to your disclosure entitled Substitute Checks and Your Rights.

(13) Direct Deposits. If we are required for any reason to reimburse the federal government for all or any portion of a benefit payment that was directly deposited into your account, you authorize us to deduct the amount of our liability to the federal government from the account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of our liability.

(14) Temporary Account Agreement. If the account documentation indicates that this is a temporary account agreement, each person who signs to open the account or has authority to make withdrawals (except as indicated to the contrary) may transact business on this account. However, we may at some time in the future restrict or prohibit further use of this account if you fail to comply with the requirements we have imposed within a reasonable time.

(15) Setoff. We may (without prior notice and when permitted by law) set off the funds in this account against any due and payable debt any of you owe us now or in the future. If a joint or P.O.D. account requires the signatures of all of the parties for purposes of withdrawal then the account shall be subject to setoff to the extent of the net contributions of the debtor party to the account. If this account is owned by one or more of you as individuals, we may set off any funds in the account against a due and payable debt a partnership owes us now or in the future, to

the extent of your liability as a partner for the partnership debt. If your debt arises from a promissory note, then the amount of the due and payable debt will be the full amount we have demanded, as entitled under the terms of the note, and this amount may include any portion of the balance for which we have properly accelerated the due date.

This right of setoff does not apply to this account if prohibited by law. For example, the right of setoff does not apply to this account if: (a) it is an Individual Retirement Account or similar tax-deferred account, or (b) the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest), or (c) the debtor's right of withdrawal only arises in a representative capacity, or (d) setoff is prohibited by the Military Lending Act or its implementing regulations. We will not be liable for the dishonor of any check when the dishonor occurs because we set off a debt against this account. You agree to hold us harmless from any claim arising as a result of our exercise of our right of setoff.

(16) Check Processing. We process items mechanically by relying solely on the information encoded in magnetic ink along the bottom of the items. This means that we do not individually examine all of your items to determine if the item is properly completed, signed and endorsed or to determine if it contains any information other than what is encoded in magnetic ink. You agree that we have exercised ordinary care if our automated processing is consistent with general banking practice, even though we do not inspect each item. Because we do not inspect each item, if you write a check to multiple payees, we can properly pay the check regardless of the number of endorsements unless you notify us in writing that the check requires multiple endorsements. We must receive the notice in time for us to have a reasonable opportunity to act on it, and you must tell us the precise date of the check, amount, check number and payee. We are not responsible for any unauthorized signature or alteration that would not be identified by a reasonable inspection of the item. Using an automated process helps us keep costs down for you and all account holders.

(17) Check Cashing. We may charge a fee for anyone that does not have an account with us who is cashing a check, draft or other instrument written on your account. We may also require reasonable identification to cash such a check, draft or other instrument. We can decide what identification is reasonable under the circumstances and such identification may be documentary or physical and may include collecting a thumbprint or fingerprint.

(18) Truncation, Substitute Checks, and Other Check Images. If you truncate an original check and create a substitute check, or other paper or electronic image of the original check, you warrant that no one will be asked to make payment on the original check, a substitute check or any other electronic or paper image, if the payment obligation relating to the original check has already been

paid. You also warrant that any substitute check you create conforms to the legal requirements and generally accepted specifications for substitute checks. You agree to retain the original check in conformance with our internal policy for retaining original checks. You agree to indemnify us for any loss we may incur as a result of any truncated check transaction you initiate. We can refuse to accept substitute checks that have not previously been warranted by a bank or other financial institution in conformance with the Check 21 Act. Unless specifically stated in a separate agreement between you and us, we do not have to accept any other electronic or paper image of an original check.

(19) Remotely Created Checks. Like any standard check or draft, a remotely created check (sometimes called a telecheck, preauthorized draft or demand draft) is a check or draft that can be used to withdraw money from an account. Unlike a typical check or draft, however, a remotely created check is not issued by the paying bank and does not contain the signature of the account owner (or a signature purported to be the signature of the account owner). In place of a signature, the check usually has a statement that the owner authorized the check or has the owner's name typed or printed on the signature line.

You warrant and agree to the following for every remotely created check we receive from you for deposit or collection: (1) you have received express and verifiable authorization to create the check in the amount and to the payee that appears on the check; (2) you will maintain proof of the authorization for at least 2 years from the date of the authorization, and supply us the proof if we ask; and (3) if a check is returned you owe us the amount of the check, regardless of when the check is returned. We may take funds from your account to pay the amount you owe us, and if there are insufficient funds in your account, you still owe us the remaining balance.

(20) Unlawful Internet Gambling Notice. Restricted transactions as defined in Federal Reserve Regulation GG are prohibited from being processed through this account or relationship. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in unlawful Internet gambling.

(21) ACH and Wire Transfers. This agreement is subject to Article 4A of the Uniform Commercial Code - Fund Transfers as adopted in the state in which you have your account with us. If you originate a fund transfer and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by automated clearing house association rules. These rules provide, among other things,

that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited. Credit entries may be made by ACH. If we receive a payment order to credit an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit.

(22) Facsimile Signatures. Unless you make advance arrangements with us, we have no obligation to honor facsimile signatures on your checks or other orders. If we do agree to honor items containing facsimile signatures, you authorize us, at any time, to charge you for all checks, drafts, or other orders, for the payment of money, that are drawn on us. You give us this authority regardless of by whom or by what means the facsimile signature(s) may have been affixed so long as they resemble the facsimile signature specimen filed with us, and contain the required number of signatures for this purpose. You must notify us at once if you suspect that your facsimile signature is being or has been misused.

(23) Authorized Agent. An authorized agent is a person who by the terms of the account, has a present right, subject to request, to payment from the account on behalf of all of the parties to the account. The owner(s) do not give up any rights to act on the account, and the agent may not in any manner affect the rights of the owner(s) or beneficiaries, if any, other than by withdrawing funds from the account. The owner(s) are responsible for any transactions of the agent. We undertake no obligation to monitor transactions to determine that they are on the owners behalf. The owner(s) may terminate the agency at any time. Unless the owner(s) provide otherwise, the agency is automatically terminated by the legal disability of an owner. However, we may continue to honor the transactions of the agent until: (a) we have received written notice or have actual knowledge of the termination of the agency, and (b) we have a reasonable opportunity to act on that notice or knowledge. We may refuse to accept an agent.

(24) Restrictive Legends or Endorsements. The automated processing of the large volume of checks we receive prevents us from inspecting or looking for restrictive legends, restrictive endorsements or other special instructions on every check. Examples of restrictive legends placed on checks are "must be presented within 90 days" or "not valid for more than \$1,000.00." The payee's signature accompanied by the words "for deposit only" is an example of a restrictive endorsement. For this reason, we are not required to honor any restrictive legend or endorsement or other special instruction placed on checks you write unless we have agreed in writing to the restriction or instruction.

Unless we have agreed in writing, we are not responsible for any losses, claims, damages, or expenses that result from your placement of these restrictions or instructions on your checks.

(25) Stale-Dated Checks. We are not obligated to, but may at our option, pay a check, other than a certified check, presented for payment more than six months after its date. If you do not want us to pay a stale-dated check, you must place a stop-payment order on the check in the manner we have described elsewhere.

(26) Account Transfer. This account may not be transferred or assigned without our prior written consent.

(27) Endorsements. We may accept for deposit any item payable to you or your order, even if they are not endorsed by you. We may give cash back to any one of you. We may supply any missing endorsement(s) for any item we accept for deposit or collection, and you warrant that all endorsements are genuine.

To ensure that your check or share draft is processed without delay, you must endorse it (sign it on the back) in a specific area. Your entire endorsement (whether a signature or a stamp) along with any other endorsement information (e.g., additional endorsements, ID information, driver's license number, etc.) must fall within 1 1/2" of the "trailing edge" of a check. Endorsements must be made in blue or black ink, so that they are readable by automated check processing equipment.

As you look at the front of a check, the "trailing edge" is the left edge. When you flip the check over, be sure to keep all endorsement information within 1 1/2" of that edge.

Name	7654
Address, City, State	_____20_____
Pay to the order of	_____ \$ _____ dollars
Bank Name and Location	_____
Memo	_____
⑆ 123456789⑆	7654

FRONT OF CHECK

TRAILING EDGE

YOUR ENDORSEMENT MUST BE WITHIN THIS AREA

← 1 1/2" →	Keep your endorsement out of this area.
------------	---

BACK OF CHECK

It is important that you confine the endorsement information to this area since the remaining blank space will be used by

others in the processing of the check to place additional needed endorsements and information. You agree that you will indemnify, defend, and hold us harmless for any loss, liability, damage or expense that occurs because your endorsement, another endorsement, or information you have printed on the back of the check obscures our endorsement. These endorsement guidelines apply to both personal and business checks.

(28) Death or Incompetence. You agree to notify us promptly if any person with a right to withdraw funds from your account(s) dies or is adjudicated (determined by the appropriate official) incompetent. We may continue to honor your checks, items, and instructions until: (a) we know of your death or adjudication of incompetence, and (b) we have had a reasonable opportunity to act on that knowledge. You agree that we may pay or certify checks drawn on or before the date of death or adjudication of incompetence for up to ten (10) days after your death or adjudication of incompetence unless ordered to stop payment by someone claiming an interest in the account.

(29) Fiduciary Accounts. Accounts may be opened by a person acting in a fiduciary capacity. A fiduciary is someone who is appointed to act on behalf of and for the benefit of another. We are not responsible for the actions of a fiduciary, including the misuse of funds. This account may be opened and maintained by a person or persons named as a trustee under a written trust agreement, or as executors, administrators, or conservators under court orders. You understand that by merely opening such an account, we are not acting in the capacity of a trustee in connection with the trust nor do we undertake any obligation to monitor or enforce the terms of the trust or letters.

(30) Credit Verification. You agree that we may verify credit and employment history by any necessary means, including preparation of a credit report by a credit reporting agency.

(31) Legal Actions Affecting Your Account. If we are served with a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant, or similar order relating to your account (termed "legal action" in this section), we will comply with that legal action. Or, in our discretion, we may freeze the assets in the account and not allow any payments out of the account until a final court determination regarding the legal action. We may do these things even if the legal action involves less than all of you. In these cases, we will not have any liability to you if there are insufficient funds to pay your items because we have withdrawn funds from your account or in any way restricted access to your funds in accordance with the legal action. Any fees or expenses we incur in responding to any legal action (including, without limitation, attorneys' fees and our internal expenses) may be charged against your account. The list of fees applicable to your account(s) provided elsewhere may specify additional fees that we may charge for certain legal actions.

(32) Security. It is your responsibility to protect the account numbers and electronic access devices (e.g., an ATM card) we provide you for your account(s). Do not discuss, compare, or share information about your account number(s) with anyone unless you are willing to give them full use of your money. An account number can be used by thieves to issue an electronic debit or to encode your number on a false demand draft which looks like and functions like an authorized check. If you furnish your access device and grant actual authority to make transfers to another person (a family member or coworker, for example) who then exceeds that authority, you are liable for the transfers unless we have been notified that transfers by that person are no longer authorized. Your account number can also be used to electronically remove money from your account, and payment can be made from your account even though you did not contact us directly and order the payment. You must also take precaution in safeguarding your blank checks. Notify us at once if you believe your checks have been lost or stolen. As between you and us, if you are negligent in safeguarding your checks, you must bear the loss entirely yourself or share the loss with us (we may have to share some of the loss if we failed to use ordinary care and if we substantially contributed to the loss).

Except for consumer electronic funds transfers subject to Regulation E, you agree that if we offer you services appropriate for your account to help identify and limit fraud or other unauthorized transactions against your account, such as positive pay or commercially reasonable security procedures, and you reject those services, you will be responsible for any fraudulent or unauthorized transactions which could have been prevented by the services we offered, unless we acted in bad faith or to the extent our negligence contributed to the loss. If we offered you a commercially reasonable security procedure which you reject, you agree that you are responsible for any payment order, whether authorized or not, that we accept in compliance with an alternative security procedure that you have selected.

(33) Telephonic Instructions. Unless required by law or we have agreed otherwise in writing, we are not required to act upon instructions you give us via facsimile transmission or leave by voice mail or on a telephone answering machine.

(34) Monitoring and Recording Telephone Calls and Consent to Receive Communications. Subject to federal and state law, we may monitor or record phone calls for security reasons, to maintain a record and to ensure that you receive courteous and efficient service. You consent in advance to any such recording.

To provide you with the best possible service in our ongoing business relationship for your account we may need to contact you about your account from time to time by telephone, text messaging or email. However, we must first obtain your consent to contact you about your account because we must comply with the consumer protection

provisions in the federal Telephone Consumer Protection Act of 1991 (TCPA), CAN-SPAM Act and their related federal regulations and orders issued by the Federal Communications Commission (FCC).

- ◆ Your consent is limited to your account, and as authorized by applicable law and regulations.
- ◆ Your consent does not authorize us to contact you for telemarketing purposes (unless you otherwise agreed elsewhere).

With the above understandings, you authorize us to contact you regarding your account throughout its existence using any telephone numbers or email addresses that you have previously provided to us or that you may subsequently provide to us.

This consent is regardless of whether the number we use to contact you is assigned to a landline, a paging service, a cellular wireless service, a specialized mobile radio service, other radio common carrier service or any other service for which you may be charged for the call. You further authorize us to contact you through the use of voice, voice mail and text messaging, including the use of pre-recorded or artificial voice messages and an automated dialing device.

If necessary, you may change or remove any of the telephone numbers or email addresses at any time using any reasonable means to notify us.

(35) Claim of Loss. If you claim a credit or refund because of a forgery, alteration, or any other unauthorized withdrawal, you agree to cooperate with us in the investigation of the loss, including giving us an affidavit containing whatever reasonable information we require concerning your account, the transaction, and the circumstances surrounding the loss. You will notify law enforcement authorities of any criminal act related to the claim of lost, missing, or stolen checks or unauthorized withdrawals. We will have a reasonable period of time to investigate the facts and circumstances surrounding any claim of loss. Unless we have acted in bad faith, we will not be liable for special or consequential damages, including loss of profits or opportunity, or for attorneys' fees incurred by you. You agree that you will not waive any rights you have to recover your loss against anyone who is obligated to repay, insure, or otherwise reimburse you for your loss. You will pursue your rights or, at our option, assign them to us so that we may pursue them. Our liability will be reduced by the amount you recover or are entitled to recover from these other sources.

(36) Early Withdrawal Penalties (*and involuntary withdrawals*). We may impose early withdrawal penalties on a withdrawal from a time account even if you don't initiate the withdrawal. For instance, the early withdrawal penalty may be imposed if the withdrawal is caused by our setoff against funds in the account or as a result of an attachment or other legal process. We may close your account and

impose the early withdrawal penalty on the entire account balance in the event of a partial early withdrawal. See your notice of penalty for early withdrawals for additional information.

(37) Address or Name Changes. You are responsible for notifying us of any change in your address or your name. Unless we agree otherwise, change of address or name must be made in writing by at least one of the account holders. Informing us of your address or name change on a check reorder form is not sufficient. We will attempt to communicate with you only by use of the most recent address you have provided to us. If provided elsewhere, we may impose a service fee if we attempt to locate you.

(38) Resolving Account Disputes. We may place an administrative hold on the funds in your account (refuse payment or withdrawal of the funds) if it becomes subject to a claim adverse to (1) your own interest; (2) others claiming an interest as survivors or beneficiaries of your account; or (3) a claim arising by operation of law. The hold may be placed for such period of time as we believe reasonably necessary to allow a legal proceeding to determine the merits of the claim or until we receive evidence satisfactory to us that the dispute has been resolved. We will not be liable for any items that are dishonored as a consequence of placing a hold on funds in your account for these reasons.

(39) Waiver of Notices. To the extent permitted by law, you waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your account. For example, if you deposit a check and it is returned unpaid or we receive a notice of nonpayment, we do not have to notify you unless required by federal Regulation CC or other law.

(40) Additional Terms.

(This area left intentionally blank)

FUNDS AVAILABILITY POLICY

HOMETOWN BANK - WAUTOMA
105 PLAZA ROAD
WAUTOMA, WI 54982

YOUR ABILITY TO WITHDRAW FUNDS

Our policy is to make funds from your deposits available to you on the first business day after the day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once the funds are available you can withdraw them in cash and we will use them to pay checks you have written.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before 5:30 PM on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after 5:30 PM, or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

Longer Delays May Apply

In some cases, we will not make all of the funds you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the SECOND business day after the day of your deposit. The first \$200 of your deposits, however, will be available on the first business day after the day of your deposit.

If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit.

If you will need the funds from a deposit right away, you should ask us when the funds will be available.

In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,000 on any one day.
- You deposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the SEVENTH business day after the day of your deposit.

Funds deposited at a non-proprietary ATM will be available on the FOURTH business day after deposit.

SPECIAL RULES FOR NEW ACCOUNTS

If you are a new customer, the following special rules may apply during the first 30 days your account is open.

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state, and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,000 will be available on the SEVENTH business day after the day of your deposit. If your deposit of these checks (other than U.S. Treasury checks) is not made in person to one of our employees, the first \$5,000 will not be available until the SECOND business day after the day of your deposit.

Funds from all other check deposits will be available on the SEVENTH business day after the day of your deposit.

If you have questions regarding your deposits, contact us at 9207870160 .



DATE: February 4, 2020

SUBJECT: RESOLUTION 4991(44) - To approve a contract with Rapp Consulting Group to conduct the 2020 Strategic Planning Session.

SUBMITTED BY: Carina Walters, City Administrator

BACKGROUND/HISTORY:

The last Strategic Planning Session was conducted by Craig Rapp in 2015 through Northern Illinois University Center for Governmental Studies. Staff contacted Mr. Rapp to develop and facilitate the 2020–2023 Plan at the request and direction of the Mayor and Common Council. A Strategic Plan will help serve as an organizational roadmap to address critical issues, find innovative ways to achieve goals, use resources efficiently and effectively and anticipate issues and develop policies to meet future needs.

After completing the review of the proposed agreement from Rapp Consulting Group, staff recommends approving an agreement with Craig Rapp. The attached contract includes examining and assessing the current environment, determining strategic priorities, establishing measurable outcomes and creating a three-year strategic plan by working with the Mayor, Council, staff and key stakeholders.

An additional session is scheduled to develop action plans with staff to ensure goals and priorities are achieved within the targeted deadlines. The fee to conduct the Strategic Plan session is \$11,650, plus travel expenses.

The Strategic Plan Retreat will be April 17 and April 18; however, further details for this session will be forthcoming after approval of a contract with the facilitator.

BUDGET/FISCAL IMPACT:

The fee to conduct the Strategic Plan session with Rapp Consulting Group is \$11,650, plus travel expenses, and is within the 2020 Annual Budget.

RECOMMENDATION:

Staff recommends approval of the 2020 Strategic Plan contract with Rapp Consulting Group.

TIMING/IMPLEMENTATION:

This item is for discussion at the February 4, 2020 Committee of the Whole meeting, and is scheduled for final consideration during the same evening Common Council meeting.

Attachments

Res 4991(44) Rapp Consulting Group
Agreement with Rapp Consulting

**A RESOLUTION APPROVING AN AGREEMENT WITH RAPP CONSULTING GROUP
FOR THE DEVELOPMENT AND FACILITATION OF A STRATEGIC PLANNING
WORKSHOP**

WHEREAS, the City of Burlington from time to time seeks to conduct Strategic Planning Workshops;
and,

WHEREAS, Rapp Consulting Group has been recommended for such services; and,

WHEREAS, the fee for such services from Rapp Consulting Group will not exceed \$11,650 plus travel
expense fees, as indicated in the attached agreement, attached hereto as Attachment "A".

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Burlington that a
retaining Rapp Consulting Group to develop and facilitate a Strategic Planning Workshop is hereby
approved.

BE IT FURTHER RESOLVED that the Mayor be and are hereby authorized and directed to execute
such agreement on behalf of the City.

Introduced: February 4, 2020
Adopted:

Jeannie Hefty, Mayor

Attest:

Diahnn Halbach, City Clerk



RAPP CONSULTING GROUP

January 21, 2020

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

RE: Proposal for Strategic Planning facilitation

Dear Ms. Walters,

Based upon your interest in strategic planning assistance, the attached proposal is submitted for your consideration.

The proposal specifically addresses the City's desired outcomes as we understand them:

- Establishing strategic priorities, measurable outcomes, and performance targets for the next three-five-year performance period. The process will deliver a set of initiatives and actionable plans based upon a facilitated process with the City Council and staff.

Also included is a brief summary of my credentials, along with a representative client list. As you know, I have over 30 years of experience as a senior executive and consultant to local government and have conducted hundreds of workshops and strategy sessions across the country, including the City of Burlington in 2015.

Thank you for the opportunity to provide these services to the City of Burlington.

Yours truly,

Craig Rapp
President

Proposal

The following describes a multi-step strategic planning process. The process is designed to deliver a strategic plan with performance targets and detailed action plans.

I. **Project planning meeting with City Administrator and staff- 2-3 hour meeting**

Prior to initiating action, a project review meeting with the City Administrator and senior management team will be held for the following purposes: verify expected outcomes; explain strategic planning process, review mission, vision and values to determine the need for updating; discuss/instruct group on developing an environmental scan and organizational profile; review progress on previous plan and how/whether to include in current process; discuss any unique issues to be addressed. This meeting will also be used to set project schedules and finalize the communication process.

- a. Meeting with City Administrator and designated management staff
- b. Summary of meeting—outline of process

II. **Environmental Scanning**

The first step in the strategic planning process is a review of the operating environment. This will be accomplished in three ways- (1) through an “*environmental scan*”—a systematic review of major environmental factors that affect the City’s operating environment such as: financial & economic conditions (internal and external), workforce capacity and capabilities, infrastructure condition, intergovernmental relations, citizen/stakeholder issues, and the regulatory environment; (2) An *organizational profile*—which establishes a “snapshot” of the organization—a description of staff: capabilities, capacity structure; a description of governance and leadership—legal structure, processes: a description of capital resources: infrastructure, facilities, vehicles-condition and risk; (3) A SWOT (Strengths, Weaknesses, Opportunities, Threats) *analysis*—accomplished via a questionnaire sent out to the Council, senior management team and others identified by the City. The environmental scan and profile will be presented to the Council prior to the strategy retreat, the SWOT analysis at the strategy retreat.

Activity #1 – Conduct Environmental Scan and Organizational Profile

Staff will develop an environmental scan—a summary of issues and conditions that affect the organization. In conjunction with the scan will be an organizational profile—which provides a baseline description of the organization. These documents will be sent to the Council in advance of the first strategy session. The consultant will provide a format and examples to the staff and provide review and editorial assistance if desired.

- a. Develop and distribute Environmental scan and profile documents
- b. Provide staff support as required

Activity #2 – Administer SWOT questionnaire

A SWOT questionnaire will be administered to all strategic planning participants. This will provide information regarding the current operating environment. The results will be aggregated to ensure anonymity and maximize candor. The data generated will be used at the first strategic planning session.

- a. Prepare and distribute questionnaire
- b. Provide staff support as required

III. **Strategic Planning Session #1- Review Environmental Scan.**

This session is held prior to the strategic planning “retreat” (sessions 2, 3) and is dedicated to reviewing the operating environment via the results of the environmental scan. The staff will present the environmental scan.

- a. Prepare and summarize data
- b. Present to Council
- c. Facilitate discussion

IV. **Strategic Planning Retreat (Session #2)- Examine Operating Environment, Identify Strategic Priorities—4 hour meeting**

This session will include the Council, leadership team and selected others from the community. The session will focus on reviewing or confirming organizational purpose, examining the operating environment, and identifying priorities. The group will review the City’s mission, vision and organizational values, and update them if necessary. A facilitated process focused will follow focused on the SWOT results, environmental scan, and organizational value proposition. This will yield a list of organizational challenges, and if time permits, a set of 4-6 strategic priorities.

- a. Develop meeting process
- b. Review and integrate information, facilitate session
- c. Summarize results

V. **Strategic Planning Retreat (Session #3)– Establish Desired Outcomes, Key Outcome Indicators, Performance Targets- 3-5 hour meeting**

The third session will be dedicated finalizing work of the first session and to development of Outcomes, Indicators, and Performance Targets. Using a facilitated process, the Council and leadership team will develop and align these with the Strategic Priorities established in the previous session.

- a. Prepare background materials
- b. Review previous session discussion/results
- c. Discuss plans/documents with the City Administrator
- d. Facilitate session
- e. Summarize results

VI. **Strategic Plan Session #4—Develop Strategic Initiatives/Action Plans – 3-hour meeting**

This session will be conducted with the management staff and will focus exclusively on developing strategic initiatives and beginning the process of creating detailed action plans for each strategic priority, in line with the Desired Outcomes and Targets. Action plans need to be developed in sufficient detail to establish accountability and make the effort real. The session will include a review of the strategic planning process to provide guidance on the development of effective plans.

- a. Meeting/phone conference with City Administrator
- b. Prepare background materials
- c. Review previous session discussion/results
- d. Facilitate session, train group
- e. Summarize results

VII. **Summary Report.** A summary report, detailing the process, including the outcomes, targets and draft action plans, will be prepared and submitted to the City.

- a. Prepare summary report

Proposed Fee

The total fee- exclusive of travel, is:

\$11,650.00

Payments shall occur according to the following schedule:

1. Twenty-five percent (25%) **\$2,912.50** upon execution of this agreement;
2. Fifty percent (50%) **\$5,825.00** (plus travel) upon completion of Step V-Strategy Retreat
3. Twenty-five percent (25%) **\$2,912.50** (plus travel) upon submittal of final report
4. Payments shall be made upon receipt of an itemized invoice (payments 2 & 3).

If this proposal is acceptable, please sign below and return one copy to Craig Rapp at craig@craigrapp.com

Approval:

for the City of Burlington

Date

Craig Rapp, President

1/21/2020



REFERENCES

Below is a list of strategic planning projects led by Craig Rapp over the past year. In the past five years, I have delivered over 70 strategic plans to local governments:

1. City of River Falls, WI
2. Village of Roselle, IL
3. Roselle Park District, IL
4. Village of Lemont, IL
5. Oswego Public Library District, IL
6. Lisle-Woodridge Fire District, IL
7. Village of Wauconda, IL
8. City of White Bear Lake, MN
9. City of Blaine, MN
10. City of Wayzata, MN

Contact:

Scot Simpson, City Administrator, City of River Falls, ssimpson@rfcity.org; 715-426-3402

Jeff O'Dell, Village Administrator, Village of Roselle, jodell@roselle.il.us, 630-671-2808

Lynn Mcateer, Executive Director, Roselle Park District, lmcateer@rparks.org; 630-894-1027

George Schafer, Village Administrator, Village of Lemont- gschafer@lemont.il.us;

630-257-1590

Sarah Skilton, Executive Director, Oswego Public Library District-sskilton@osweg.lib.il.us;

847-504-9400

Keith Krestan, Fire Chief, Lisle-Woodridge Fire District, kkrestan@lwfd.org; 630-353-3051

Kevin Timony, Village Administrator, Village of Wauconda, ktimony@wauconda-il.gov; 847-

526-9600

Ellen Hiniker, City Manager, City of White Bear Lake, ehiniker@whitebearlake.org; 651-429-

8516

Joe Huss, Finance Director, City of Blaine, jhuss@blainemn.gov; 763-784-6700

Jeff Dahl, City Manager, City of Wayzata, jdahl@wayzata.org; 952-404-5309

Craig Rapp, President, Rapp Consulting Group & Craig Rapp, LLC is a nationally recognized speaker, a former city manager, and the former Director of Consulting for the International City-County Management Association (ICMA). Mr. Rapp speaks and conducts workshops throughout the United States on a wide range of subjects such as: leading in difficult political environments, effective governance, service delivery optimization, and authentic leadership.

Mr. Rapp's thirty-five years of experience as a senior executive in the public, private and non-profit sectors, including service as city manager in three cities, senior director at a regional agency, and senior executive at two privately held companies. The focus of his work is leadership development, strategic planning and optimizing organizational performance. He has a master's degree in public administration, a bachelor's degree in urban studies, and has completed the Senior Executive Institute at the University of Virginia.



DATE: February 4, 2020

SUBJECT: **ORDINANCE 2055(21)** - To consider approval of a Rezone Map Amendment request at 257 Kendall Street from I-1 Institutional District to B-3, Professional Office District.

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

BACKGROUND/HISTORY:

This item is to consider recommending approval of a rezone request from Erin Murphy for property located at 257 Kendall Street. The applicant is requesting to rezone the property from I-1, Institutional District to B-3, Professional Office District. The structure at 257 Kendall Street was built as a church and has operated as a church use until recently – Bethel Baptist Church. The Applicant intends to use 257 Kendall Street as a studio for photography and residential quarters for the property owner. While the existing zoning of the surrounding neighborhood is “Rs-3 Single Family Residence District” and “Rd-2 Two-Family Residence District” there are instances of “B-3 Professional Office District” zoning throughout Burlington’s urban residential districts, when appropriate. In this case, the structure being an existing institutional use, the structure could be re-purposed institutionally, commercially, and/or residentially.

BUDGET/FISCAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval of this rezone map amendment.

TIMING/IMPLEMENTATION:

This item is for discussion at the January 21, 2020 Committee of the Whole meeting, and is scheduled for final consideration at the February 4, 2020 Common Council meeting.

Attachments

Ord 2055(21) 257 Kendall Street Rezone
Survey map

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP BY REZONING 257 KENDALL STREET FROM I-1, INSTITUTIONAL DISTRICT TO B3, PROFESSIONAL OFFICE DISTRICT

WHEREAS, Erin Murphy, applicant, requests property located at 257 Kendall Street, as described in Attachment "A" to be rezoned to B-3, Professional Office District, in order to use the property for a photography studio; and,

WHEREAS, this request was heard at, and recommended for approval by the Plan Commission at their January 14, 2020 meeting; and,

WHEREAS, a public hearing was held regarding this matter at the Common Council's January 21, 2020 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:	Bethel Baptist Church
Applicant:	Erin Murphy
Location of Request:	257 Kendall Street
Existing Zoning:	I-1, Institutional District
Proposed Zoning:	B-3, Professional Office District
Proposed Use:	To use the property for a photography studio

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: January 21, 2020
Adopted: _____, 2020

Jeannie Hefty, Mayor

Attest:

Diahnn Halbach, City Clerk

ATTACHMENT A

Legal Description

206-03-19-32-581-300
257 Kendall Street

A parcel of land being part of Lots 1 and 2 in Block 10 of Perkins West Addition to Burlington and being a part of the Southwest ¼ of the Northwest ¼ of Section 32, Township 3 North, Range 19 East of the Fourth Principal Meridian, in the City of Burlington, County of Racine, State of Wisconsin, and being more particularly described as follows: Commencing at a concrete monument at the Northeast corner of said Lot 1 in Block 10; thence South 31°17'48" West (recorded as South 31° West) along the east line of said Lot 1 in Block 10; also being the westerly right-of-way line of Kendall Street, 49.56 feet to the point of beginning of the parcel of land hereinafter described; thence continue south 31°17'48" (recorded as South 31°50' West) along said right-of-way line 115.44 feet to the southeast corner of said Lot 1 in Block 10; thence north 58°29'52" West (recorded as North 58°10' West) along the southerly line of said Lots 1 and 2 in Block 10 132.14 feet to the southwest corner of said Lot 2 in Block 10; thence north 31°17'38" East (recorded as 31°50' East) along the westerly line of said Lot 2 in Block 10 115.44 feet; thence south 58°29'52" East 132.14 feet to the point of beginning. Containing 15,254 square feet of land more or less.

257 Kendall

PLAT OF SURVEY AND LEGAL DESCRIPTIONS
AFTER PROPOSED LOT LINE ADJUSTMENT

EXISTING LEGAL DESCRIPTION FOR PARCEL I.D. NO. 206-03-19-32-581-300
LOT 1 OF BLOCK 10, PERKINS WEST ADDITION TO THE CITY OF BURLINGTON, COUNTY OF RACINE AND STATE OF WISCONSIN.

EXISTING LEGAL DESCRIPTION FOR PARCEL I.D. NO. 206-03-19-32-581-310
LOT 2 OF BLOCK 10, PERKINS WEST ADDITION TO THE CITY OF BURLINGTON, COUNTY OF RACINE AND STATE OF WISCONSIN.

LEGAL DESCRIPTION FOR LOT 1 AS DEPICTED HEREON

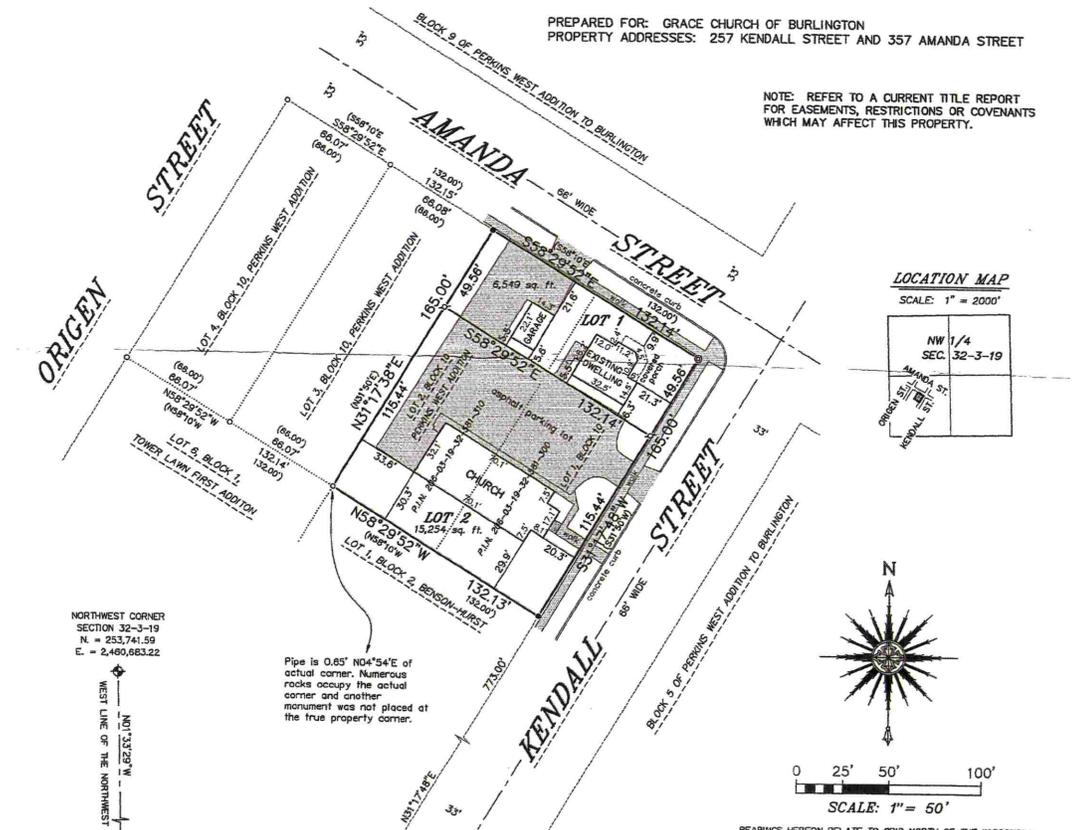
A PARCEL OF LAND BEING PART OF LOTS 1 AND 2 IN BLOCK 10 OF PERKINS WEST ADDITION TO BURLINGTON AND BEING A PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 3 NORTH, RANGE 19 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE CITY OF BURLINGTON, COUNTY OF RACINE, STATE OF WISCONSIN, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A CONCRETE MONUMENT AT THE NORTHEAST CORNER OF SAID LOT 1 IN BLOCK 10; THENCE SOUTH 31°17'48" WEST (RECORDED AS SOUTH 31°50' WEST) ALONG THE EAST LINE OF SAID LOT 1, ALSO BEING THE WESTERLY RIGHT-OF-WAY LINE OF KENDALL STREET, 49.56 FEET; THENCE NORTH 58°29'52" WEST 132.14 FEET TO A POINT ON THE WESTERLY LINE OF SAID LOT 2 IN BLOCK 10; THENCE NORTH 31°17'38" EAST (RECORDED AS NORTH 31°50' EAST) ALONG SAID WESTERLY LINE 49.56 FEET TO THE NORTHWEST CORNER OF SAID LOT 2 IN BLOCK 10 AND BEING A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF AMANDA STREET; THENCE SOUTH 58°29'52" EAST (RECORDED AS SOUTH 58°10' EAST) ALONG SAID RIGHT-OF-WAY LINE 132.14 FEET (RECORDED AS 132.00 FEET) TO THE POINT OF BEGINNING, CONTAINING 6,549 SQUARE FEET OF LAND MORE OR LESS.

LEGAL DESCRIPTION FOR LOT 2 AS DEPICTED HEREON

A PARCEL OF LAND BEING PART OF LOTS 1 AND 2 IN BLOCK 10 OF PERKINS WEST ADDITION TO BURLINGTON AND BEING A PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 3 NORTH, RANGE 19 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE CITY OF BURLINGTON, COUNTY OF RACINE, STATE OF WISCONSIN, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A CONCRETE MONUMENT AT THE NORTHEAST CORNER OF SAID LOT 1 IN BLOCK 10; THENCE SOUTH 31°17'48" WEST (RECORDED AS SOUTH 31°50' WEST) ALONG THE EAST LINE OF SAID LOT 1 IN BLOCK 10 ALSO BEING THE WESTERLY RIGHT-OF-WAY LINE OF KENDALL STREET, 49.56 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREINAFTER DESCRIBED; THENCE CONTINUE SOUTH 31°17'48" WEST (RECORDED AS SOUTH 31°50' WEST) ALONG SAID WESTERLY LINE 115.44 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1 IN BLOCK 10; THENCE NORTH 58°29'52" WEST (RECORDED AS NORTH 58°10' WEST) ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID LOTS 1 AND 2 IN BLOCK 10 132.14 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2 IN BLOCK 10; THENCE NORTH 31°17'38" EAST (RECORDED AS NORTH 31°50' EAST) ALONG THE WESTERLY LINE OF SAID LOT 2 IN BLOCK 10 115.44 FEET; THENCE SOUTH 58°29'52" EAST 132.14 FEET TO THE POINT OF BEGINNING, CONTAINING 15,254 SQUARE FEET OF LAND MORE OR LESS.

PREPARED FOR: GRACE CHURCH OF BURLINGTON
PROPERTY ADDRESSES: 257 KENDALL STREET AND 357 AMANDA STREET

NOTE: REFER TO A CURRENT TITLE REPORT FOR EASEMENTS, RESTRICTIONS OR COVENANTS WHICH MAY AFFECT THIS PROPERTY.



NORTHWEST CORNER SECTION 32-3-19
N. = 253,741.59
E. = 2,460,683.22

WEST 1/4 CORNER SECTION 32-3-19
N. = 251,108.66
E. = 2,460,754.83

Pipe is 0.65" N04°54"E of actual corner. Numerous rocks occupy the actual corner and another monument was not placed at the true property corner.

BEARINGS HEREON RELATE TO GRID NORTH OF THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD-27). ASSUMED BEARING OF NORTH 01°33'29" WEST ON THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 32-3-19.

Racine County Surveyor

File #: 828255 Date: 2.4.19

Deputy For Records



THIS IS NOT AN ORIGINAL PRINT UNLESS THIS SEAL IS RED.

Thomas L. Satter
THOMAS L. SATTER S-2850

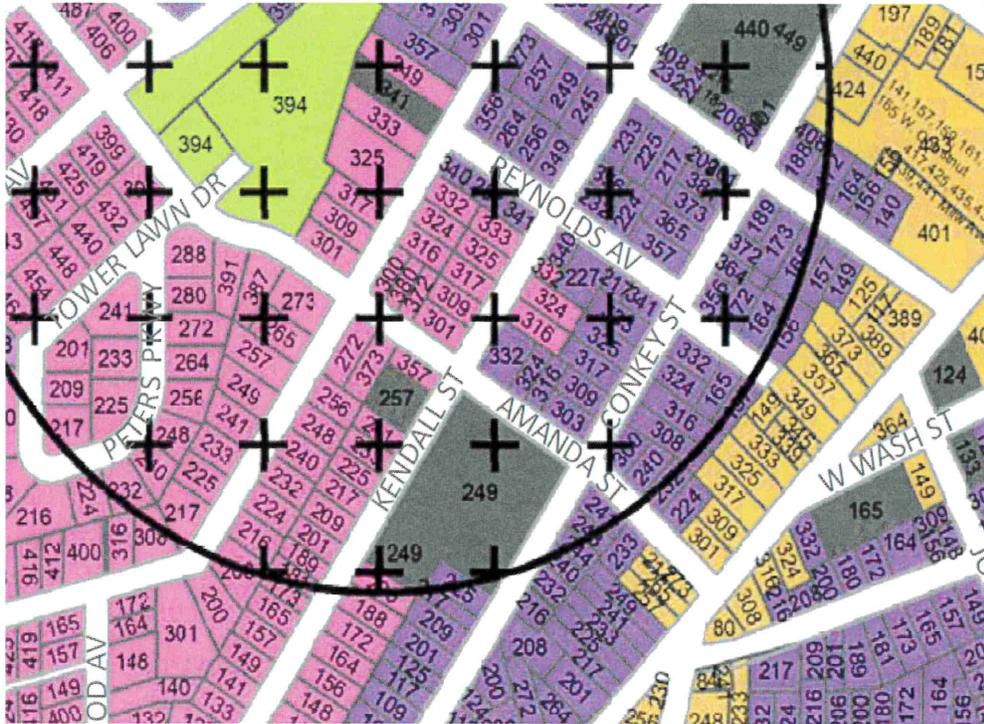
- LEGEND
- FOUND BRASS CAPPED RACINE COUNTY MONUMENT
- FOUND 6" DIA. CONCRETE MONUMENT WITH AXLEROD
- FOUND 1-5/16" O.D. IRON PIPE
- FOUND 3/4" O.D. IRON PIPE
- FOUND CHISELED CROSS-CUT
- SET 1-5/16" O.D. x 18" LONG IRON PIPE WEIGHING NOT LESS THAN 1.68 LBS PER LINEAL FOOT
- () RECORDED AS

I HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THE ABOVE MAP IS A CORRECT REPRESENTATION THEREOF AND SHOWS THE SIZE AND LOCATION OF THE PROPERTY, ITS EXTERIOR BOUNDARIES, THE LOCATION OF ALL VISIBLE STRUCTURES AND DIMENSIONS OF ALL PRINCIPAL BUILDINGS THEREON, BOUNDARY FENCES, APPARENT EASEMENTS, ROADWAYS AND ENCROACHMENTS, IF ANY.

THIS SURVEY IS MADE FOR THE USE OF THE PRESENT OWNERS OF THE PROPERTY, AND THOSE WHO PURCHASE, MORTGAGE, OR GUARANTEE THE TITLE THERETO WITHIN ONE YEAR FROM DATE HEREOF.

SATTER SURVEYING, LLC
LAND SURVEYS, MAPPING AND PLANNING
272 ORIGEN STREET
BURLINGTON, WI 53105
262-661-4239

DECEMBER 27, 2018 061609
DATE JOB NUMBER



	Rm-4	Multiple-Family Residential
	B-1	Neighborhood Business
	B-2	Central Business
	B-2a	Central Business Transition District
	B-3	Professional Office
	M-1	Light Manufacturing
	M-2	General Manufacturing
	M-3	Manufacturing and Office Park
	M-4	Manufacturing
	Q-1	Quarrying/Extractive
	I-1	Institutional
	P-1	Park
	C-1	Conservancy



DATE: February 4, 2020

SUBJECT: MOTION 20-954 - To approve the 2020 Lease Agreement between the City of Burlington and the Burlington Senior Center, Inc.

SUBMITTED BY: Carina Walters, City Administrator

BACKGROUND/HISTORY:

In July 2017 the City of Burlington adopted a Resolution for a Memorandum of Understanding between the City and Racine County for the purchase property of 587 E. State Street for the use by the Burlington Senior Center in the amount of \$200,000. The City utilized the \$200,000 for the acquisition of \$180,000 for the building. The remaining \$20,000 was utilized to bring the building up to code with respect to life safety items and build an ADA bathroom within the facility.

As the City is the owner and landlord of the building, staff and the City Attorney have drafted a mutually beneficial lease for both parties that has allowed the Senior Center to not pay rent for calendar year 2018; however, the annual lease amount was revisited in October 2018 for possible monthly payments to begin in January 2019. On December 4, 2018, the Common Council approved the 2019 Lease Agreement for the Burlington Senior Center with no rent, allowing for more time to become both profitable and sustainable. The 2020 Agreement remains virtually unchanged, allowing another year of not paying rent in order for them to continue to work towards their goals. The only additional change is additional language that better depicts insurance requirements. The additional language is as follows:

Section 11. INSURANCE.

1. Landlord shall, at its own cost and expense, keep the Building and the Property insured under the same types, amounts, and categories of insurance coverage that the Landlord may, from time to time, elect to procure for its other buildings and properties. During the term of this Agreement, the City of Burlington shall be named as an additional insured with the Senior Center's existing insurance policies/s. The Senior Center being a 501c3 private entity shall have its own General Liability, Worker's Compensation, Auto, Property and Directors and Officers Insurance as well as any other insurance the Senior Center deems necessary specific to running the daily operations of the Center. The City will pay the premiums associated with respect to General Liability. The Directors and Officers Insurance premiums, Workers's Compensation, Auto and Property insurance shall be paid by the Senior Center.

In the event Tenant wishes to obtain insurance coverage (i) for any loss, damage, or theft of its personal property and/or (ii) any other type of insurance not provided by Landlord under this Lease, Tenant shall be solely responsible for obtaining and maintaining, at its own cost and expense, any such insurance coverage.

Insurance Requirements Are:

Additional Insured status is extended from the general liability, automobile liability, umbrella liability, and workers compensation policies in favor of the City of Burlington on a primary and noncontributory basis.

A Waiver of subrogation applies to the general liability, automobile liability, and workers compensation policies in favor of the City of Burlington.

A 30-Day notice of cancellation of insurance will be provided to the City of Burlington.

Minimum Liability, unless otherwise specified:

General Liability: \$1,000,000 per Occurrence, \$2,000,000 Aggregate

Automobile: \$1,000,000 Combined Single Limits

Umbrella Liability: \$5,000,000

Workers Compensation: State Minimum

Additional Coverages may be asked from time to time depending on the contract.

BUDGET/FISCAL IMPACT:

No rent shall be payable by Tenant to Landlord for the entire calendar year 2020. For the year 2021 and thereafter, parties shall negotiate the payment of the rent.

RECOMMENDATION:

Staff and the City Attorney recommend approval of the lease between the City and Burlington Senior Center.

TIMING/IMPLEMENTATION:

This item was discussed at the January 21, 2020 Committee of the Whole meeting and scheduled for final consideration at the February 4, 2020 Common Council.

Attachments

Motion 20-954 2020 Senior Lease Agreement

LEASE AGREEMENT

This Lease Agreement ("Lease" and/or "Agreement") is made and entered into on this date of _____, 2020, by and between Landlord and Tenant for the purpose of leasing to Tenant the commercial building (the "Building") constructed on the parcel of real property (the "Property") owned by Landlord and located at 587 East State Street, Burlington, Wisconsin 53105.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES CONTAINED HEREIN, THE LANDLORD AND TENANT AGREE AS FOLLOWS:

1. ESSENTIAL TERMS. The following terms and provisions are hereby made a part of this Lease, and, to the extent necessary, such terms and provisions are also more fully discussed and defined in the further paragraphs of this Lease:

- a) Landlord: City of Burlington, Wisconsin c/o
City Administrator
300 North Pine Street Burlington,
Wisconsin 53105

- b) Tenant: Burlington Senior Center, Inc., a Wisconsin Section 501(c)(3)
non-stock corporation 587
East State Street
Burlington, Wisconsin 53105

- c) Term: Indefinite, unless and until terminated under the provisions of
Paragraphs 18 or 19 of this Lease.

- d) Rent: No rent (both past rent and future rent) shall be payable by the
Tenant to Landlord for the calendar year 2018. Rent for the
calendar year 2019 and thereafter shall be negotiated by the
parties, as described in below Paragraph Nos. 4 and 24(b)..

- e) Use of Property
and Building: For the operation of a Senior Center, as more fully described in
below Paragraph 2.

2. LEASE OF BUILDING AND PROPERTY. Landlord leases to Tenant, and Tenant leases from Landlord, the Building and Property described in above Paragraph 1. The Building and

Property shall be used by Tenant exclusively for the purpose of providing services and recreational activities (collectively, the "Services") to the Senior Citizens of the City of Burlington, Wisconsin, and its environs. The term "Senior Citizens" shall be defined as persons having an age of Fifty (50) Years or older. Although the primary focus shall always be the provision of Services to the Senior Citizens, (i) persons under the age of 50 may also participate in the Senior Citizen activities held at the Property, and (ii) the Building and Property may be used for other events, at the discretion of Tenant and/or as may be required by law.

3. TERM. The term of this Lease shall continue indefinitely, unless and until the Lease is terminated by a party hereto pursuant to the provisions of below Paragraphs 18 or 19.

4. RENT. No rent shall be payable by Tenant to Landlord for the entire calendar year 2020. For the year 2021 and thereafter, parties shall negotiate the payment of the rent. See below Paragraph No. 24(b) in that regard. When and if the parties do agree upon the payment of such rent by Tenant to Landlord, then the following remaining provisions of this present paragraph shall apply. Tenant shall pay rent to Landlord on a monthly basis. Each monthly rent payment shall be paid by Tenant to Landlord on or before the first day of the month for each such month, with a 5- day grace period allowed for such payment before Tenant may be deemed to be in default under this Lease.

5. USE OF BUILDING AND PROPERTY. Tenant shall use the Building and Property for the purpose specified in above Paragraph 2. Tenant shall not use the Building and Property, nor will it permit its employees, agents, guests and business visitors to use the Building and Property, for (i) any other purpose, (ii) immoral or unlawful purposes; (iii) for purposes which increase Landlord's insurance premiums for the Building and Property; (iv) for purposes which are a nuisance; or (v) any uses which constitute legal waste of the Building or Property. Additionally, Tenant shall not permit or allow any toxic or hazardous materials or waste, or any other substance or material or element prohibited or regulated under any applicable environmental laws or regulations, to be placed upon, deposited on, or otherwise allowed to affect the Building and/or Property.

6. SIGNS. Tenant shall, at its own cost and expense, install a sign upon the Building and/or the Property indicating that the Building and Property is being used as a Senior Center. All signage must be approved by Landlord and meet all existing governmental laws and regulations. Tenant shall, at Tenant's own cost and expense, maintain the sign(s) and keep the same in a good condition.

7. ALTERATIONS AND IMPROVEMENTS. Tenant may, at its own cost and expense, remodel, alter and improve the Building and/or Property. Prior to taking any such steps, however, Tenant shall first obtain Landlord's approval of any such remodeling, alterations or improvements being proposed by Tenant. Any such remodeling, alterations or improvements shall (i) be done in a good workmanlike manner, in full compliance with all applicable governmental laws, rules and regulations, and (ii) be fully and timely paid for by Tenant so that no construction liens (or any other type of an encumbrance) attaches to the Property. All such remodeling, alterations or improvements

so made by Tenant (except for Tenant's business fixtures) shall be the property of and owned by Landlord.

8 RESPONSIBILITY FOR REPAIRS AND MAINTENANCE: TENANT. Tenant shall, at its own cost and expense, and in a time frame approved by Landlord:

- a) Promptly make all repairs reasonably required to keep in good working order and maintain in a good and tenantable condition the entire Building and Property.
- b) Maintain the Building and Property in a clean, neat and sanitary manner, with an attractive and aesthetically pleasing appearance.
- c) Keep the grounds of the Property free and clear of all garbage, debris, litter, or other materials and/or objects.
- d) Repair and/or replace any broken glass windows and/or glass doors of the Building.
- e) Repair and/or replace any of the mechanical systems servicing the Building. (This includes, but is not limited to, the electrical, plumbing, heating, air conditioning, sewer, water and telephone services.)

Any such repair, however, having a cost of One Hundred Dollars (\$100.00) or more shall be the sole responsibility of the Landlord, and done by Landlord, at Landlord's own cost and expense. Any such repair(s) to be done by Landlord, however, shall be undertaken by Landlord at such a time(s), and in such a manner(s), as Landlord may from time to time elect, in Landlord's sole and absolute discretion.

In the event Tenant and/or Tenant's employees or agents, through any negligent and/or intentional act(s) of omission or commission, damages the Building or Property, then Tenant shall be responsible for the full and immediate payment of any costs required to repair such damage (that is not otherwise paid for through Tenant's insurance coverage).

9 RESPONSIBILITY FOR CERTAIN SERVICES: LANDLORD. Landlord shall, at Landlord's own cost and expense:

- a) Keep the grass cut and the shrubs and trees trimmed on the Property, in time frames compatible with the work schedules and project priorities of the Landlord's Department of Public Works.
- b) Keep the sidewalks, entry ways, and parking lot located on the Property reasonably free and clear of all snow and ice, in time frames compatible with the work schedules and project priorities of the Landlord's Department of Public Works.

10. UTILITIES. The Tenant shall timely and fully pay the cost of all utility charges incurred for the use of the Building and Property. Such charges shall include, but not be limited to, the costs pertaining to providing natural gas, electricity, heat, and telephone. Landlord, however, shall pay the charges for municipal sanitary sewer and municipal water service for the Building and Property.

11. INSURANCE. Landlord shall, at its own cost and expense, keep the Building and the Property insured under the same types, amounts, and categories of insurance coverage that the Landlord may, from time to time, elect to procure for its other buildings and properties. During the term of this Agreement, the City of Burlington shall be named as an additional insured with the Senior Center's existing insurance policies/s. The Senior Center being a 501c3 private entity shall have its own General Liability, Worker's Compensation, Auto, Property and Directors and Officers Insurance as well as any other insurance the Senior Center deems necessary specific to running the daily operations of the Center. The City will pay the premiums associated with respect to General Liability. The Directors and Officers Insurance premiums, Worker's Compensation, Auto and Property insurance shall be paid by the Senior Center.

In the event Tenant wishes to obtain insurance coverage (i) for any loss, damage, or theft of its personal property and/or (ii) any other type of insurance not provided by Landlord under this Lease, Tenant shall be solely responsible for obtaining and maintaining, at its own cost and expense, any such insurance coverage.

Insurance Requirements Are:

Additional Insured status is extended from the general liability, automobile liability, umbrella liability, and workers compensation policies in favor of the City of Burlington on a primary and noncontributory basis.

A Waiver of subrogation applies to the general liability, automobile liability, and workers compensation policies in favor of the City of Burlington.

A 30 Day notice of cancellation of insurance will be provided to the City of Burlington.

Minimum Liability, unless otherwise specified:

General Liability: \$1,000,000 per Occurrence, \$2,000,000 Aggregate

Automobile: \$1,000,000 Combined Single Limits

Umbrella Liability: \$5,000,000

Workers Compensation: State Minimum

Additional Coverages may be asked for time to time depending on the contract.

12. WAIVER OF SUBROGATION RIGHTS. To the extent the same is required to effect a mutual waiver of any subrogation rights by the insurance carrier, each of the undersigned parties releases the other party from all liability, whether for negligence or otherwise, in connection with loss covered by any insurance policies which the releasor carries with respect to the Building and/or Property, or any interest or property therein or thereon (whether or not such insurance is required to be carried under this Lease), but only to the extent that such loss is collected under said insurance policies. Such release is also conditioned upon the inclusion in the policy or policies of a provision whereby any such release shall not adversely affect said policies or prejudice any right of the releasor to recover thereunder.

13. ASSIGNMENT AND SUBLEASE. Tenant shall not assign this Agreement or sublease the Building or Property without the Landlord's prior written consent, which consent Landlord may or may not, at Landlord's sole discretion, grant or withhold. In the event of such an assignment or subleasing with the consent of Landlord, however, Tenant shall still be liable to Landlord for Tenant's obligations under this Agreement.

14. SURRENDER OF BUILDING AND PROPERTY. Upon termination of this Lease, Tenant shall return the Building and Property to Landlord in as good condition and repair as when delivered by Landlord, except for ordinary wear and tear, and except for any remaining repair work which is the obligation of the Landlord under this Lease. All alterations, additions, and improvements made to the Building and Property shall remain and be the property of Landlord. All trade and decorative fixtures and other equipment and personal property owned by Tenant shall be removed from the Building and Property by Tenant no later than the termination date. Tenant shall repair any and all damage to the Building and Property caused by removal of the equipment and property. Any trade and decorative fixtures, equipment and personal property not removed by Tenant prior to the termination date shall be considered abandoned and shall become the property of Landlord, at the option of Landlord.

15. INSPECTION AND ACCESS. Landlord shall have the right at any time to enter the Building and Property for the purposes of inspections of the same, and/or to perform any of its duties under this Agreement.

16. COVENANT OF QUIET ENJOYMENT. So long as Tenant fulfills its obligations under this Agreement, Landlord warrants to Tenant that Tenant shall have full and quiet enjoyment of the Building and Property, free from hindrance by Landlord or any person claiming through Landlord, during the term of this Agreement.

17. PARKING. Tenant, and its customers, guests, invitees and employees, may use the parking lot located on the Property. Tenant shall not allow or permit (i) the storage, repair or sale of any vehicles in the parking lot, (ii) the use of the parking lot for any purposes other than the temporary parking of motor vehicles as described above, or (iii) allow motor vehicles to be parked on the grounds of the Property except for in the parking lot.

18. TERMINATION OF THE LEASE. Either party to this Lease may terminate this Lease by giving a written notice of such termination to the other party at least Ninety (90) Days in advance of the date of termination stated in the written notice. No cause shall be required for any such termination.

19. SPECIAL TERMINATION BY LANDLORD. In addition to the right of the Landlord to terminate this Lease by the giving of a 90-day notice as described above, Landlord may also immediately terminate this Lease, without any prior notice (whether oral or written) required to be given by Landlord to Tenant, and without any cause being required, when and if the City of Burlington Common Council determines, in its sole and absolute discretion, and by a two-thirds (2/3) vote of its members elect, that such immediate termination should occur.

20. NOTICE. Any notice required to be given by either party to the other party shall be in writing, and shall be delivered to such other party either by (i) personal service, or by (ii) certified mail in a postpaid envelope addressed to such party at the address specified above in this Lease, or to such other address as may from time to time be designated in writing by such other party. Delivery by certified mail shall be deemed made and completed upon depositing the said postpaid envelope in the United States mail.

21. GOVERNING LAW. This Lease shall be governed by, construed, and enforced in accordance with the laws of the State of Wisconsin. Venue for any legal action arising from or pertaining to this Agreement shall solely and exclusively be Racine County Circuit Court in Racine County, Wisconsin.

22. PARTIES BOUND. The covenants, terms, conditions and provisions of this Lease shall extend to and be binding upon the parties hereto, and their permitted successors and assigns (except that any assignment of this Lease or subleasing of the Building or Property by the Tenant shall require the prior written consent of the Landlord as elsewhere provided in this Lease).

23. BOARD MEMBERSHIP. For so long as this Lease is in existence, the Tenant shall provide in its By-Laws that the Mayor of the City of Burlington, and/or the Mayor's designee, shall be a voting member of the Tenant's Board of Directors.

24. SPECIAL PROVISIONS.

a) Rent for 2020 and Future Years. No rent shall be payable by Tenant to Landlord for the Lease year 2020. In 2021 and thereafter the rent payable by Tenant to Landlord shall be negotiated by the parties, all as provided in above Paragraph No. 4. In the event, however, that the parties cannot agree upon the rent so due and payable on or before March 31 of the said following year (for the rent for that year), then (i) this Lease shall be deemed automatically terminated, and (ii) Tenant shall within sixty (60) days thereafter vacate the Building and Property, pursuant to the applicable provisions of this Lease.

b) Common Council Attendance. One or more representatives of Tenant shall attend the Common Council meetings of the City of Burlington, Wisconsin, whenever so requested by the Landlord, to provide information to the Common Council on the status and details of the Tenant's business operations of the Senior Center. Tenant shall also provide such information to the Landlord whenever so requested by the City Administrator, or the City Finance Director, or the City Attorney, or the Mayor of the City of Burlington, Wisconsin.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals on the date first written above.

LANDLORD:
City of Burlington, Wisconsin

TENANT:
Burlington Senior Center, Inc.

By: _____
Jeannie Hefty
Mayor

By: _____

Attest: _____
Diahm Halbach
City Clerk

Attest: _____



DATE: February 4, 2020

SUBJECT: MOTION 20-955 - To approve a donated LUCAS Chest Compression System from Aurora Health Care Southern Lakes, Inc., dba Aurora Medical Center of Burlington.

SUBMITTED BY: Alan Babe, Fire Chief

BACKGROUND/HISTORY:

The City of Burlington works closely with Aurora Hospital and was awarded a LUCAS 3, v3.1 Chest Compression System. With the City assuming the role of EMS provider for the City and Town of Burlington, the LUCAS device is a very important part of the lifesaving process. The purpose of the LUCAS device is that of a mechanical chest compression system that helps emergency care teams around the world save lives. The LUCAS device helps to ensure that consistent compressions are constantly being administered; helping to reduce the risk of injury to caregivers and freeing them up to perform other lifesaving interventions.

Benefits of the LUCAS 3, v3.1 include:

- Consistent compression rates without sacrificing compression depth
- 60%+ Increased blood flow to the brain vs. manual cardiopulmonary resuscitation (CPR)
- Safe and effective chest compressions during ambulance transport
- Seven second median interruption when transitioning from manual to LUCAS compressions
- Reduced risk of back injuries to EMS personnel

Representatives from Aurora Health Care Southern Lakes, Inc. are here this evening to present this donation to the City.

BUDGET/FISCAL IMPACT:

Acceptance of this donation will mean the City does not have to purchase an initial device in the near future. The device has an estimated value of \$12,200.

RECOMMENDATION:

Staff recommends approval of the Lucas Chest Compression System from Aurora Health Care Southern Lakes, Inc., dba Aurora Medical Center of Burlington.

TIMING/IMPLEMENTATION:

This item is for discussion at the February 4, 2020 Committee of the Whole meeting, and is scheduled for final consideration at the February 4, 2020 Common Council meeting.

Attachments

- Aurora Donation Letter
- LUCAS Device



January 24, 2020

Chief Alan Babe
Burlington Fire Department
165 W. Washington Street
Burlington, WI 53105

Re: Donation of LUCAS 3 Mechanical CPR Device

Dear Chief Babe,

Aurora Health Care Southern Lakes, Inc. doing business as Aurora Medical Center Burlington (“Aurora”) is pleased to donate a LUCAS 3 mechanical CPR device to the City of Burlington, a municipal corporation organized under the laws of the State of Wisconsin, (“Recipient”) which will be used by the City of Burlington’s Fire Department exclusively for public purposes. Aurora will donate one (1) LUCAS 3 mechanical CPR device (type number 100921-00, serial number 3517 2054) (the “Donation”), AS-IS and WHERE-IS WITH ALL FAULTS AND WITHOUT WARRANTY, to Recipient and the Donation is to be used by the City of Burlington’s Fire Department exclusively for public purposes. The Donation will be considered an in-kind donation with a value of \$12,200. It is Aurora’s intent that this Donation be considered a charitable donation and deductible from federal, state, and income taxes to the fullest extent allowable by law. Please direct communication confirming receipt of the donation to Advocate Aurora Health, Attn: Chief Legal Officer, 750 W. Virginia Street, Milwaukee, WI 53204.

Very truly yours,

**AURORA HEALTH CARE SOUTHERN LAKES, INC.
D/B/A AURORA MEDICAL CENTER BURLINGTON**

By _____
Robert Miller
President, Aurora Medical Center Burlington

ACKNOWLEDGED

City of Burlington

City of Burlington acknowledges and agrees that it is a municipal corporation organized under the laws of the State of Wisconsin and is pleased to accept a donation of one (1) LUCAS 3 mechanical CPR device (type number 100921-00, serial number 3517 2054), AS-IS and WHERE-IS WITH ALL FAULTS AND WITHOUT WARRANTY, from Aurora Health Care Southern Lakes, Inc. This donation was not in exchange for any goods or services.

By _____
Name _____
Title _____
Date _____

LUCAS 3, v3.1 Chest Compression System

By the numbers

16,830

Guidelines-consistent compressions administered during a successful 2 hour 45 minute resuscitation¹

30,000

devices deployed globally²

102-111-120

LUCAS delivers Guidelines-consistent rates, configurable* to 102-111-120 per minute, without sacrificing compression depth

7 seconds

median interruption when transitioning from manual to LUCAS compressions during routine BLS/ALS use³

30-40%

of patients who achieve ROSC will re-arrest prior to hospital arrival^{4,5}

60%

CPR causes back pain in more than 60% of ambulance officers⁶

6.5X

unrestrained occupants are 6.5 times more likely to be severely injured and 3.8 times more likely to be killed⁷ in the 4,500 annual ambulance accidents⁸

+60%

increased blood flow to the brain vs. manual CPR⁹

21%

increase of mean average EtCO₂ compared to manual CPR¹⁰

>99%

of survivors had good neurological outcomes in large randomized LINC trial¹¹



“With LUCAS we know that if we do everything right the patient can survive.”

— Steve Hagstrom
Paramedic and Clinical Educator | Allina Health EMS¹²

*With LUCAS 3, v3.1

1. Case study Regions Hospital St. Paul, GDR 3318844_A.
2. Based on internal data as of January 2019
3. Levy M, Yost D, Walker R, et al. A quality improvement initiative to optimize use of a mechanical chest compression device within a high performance CPR approach to out-of-hospital cardiac arrest. *Resuscitation*. 2015;92:32-37.
4. Salcido DD, Stephenson AM, Condie JP et al., Incidence of rearest of spontaneous circulation in out-of-hospital cardiac arrest. *Prehosp Emerg Care*. 2010;14(4):413-8.
5. Lerner EB, O'Connell M, Pirrallo RG. Rearrest after prehospital resuscitation. *Prehosp Emerg Care*. 2011;15(1):50-4.
6. Jones A, Lee R. Cardiopulmonary resuscitation and back injury in ambulance officers. *International Archives of Occupational and Environmental Health*. 2005 May; 78 (4): 332-336.
7. Becker L, Zaloshnja E, Levick N, et al. Relative risk of injury and death in ambulances and other emergency vehicles. *Accident analysis and prevention* 2003; 35(6): 941-948.
8. NHTSA's Fatality Analysis Reporting System (FARS) 1992-2010 Final and 2011 Annual Report File (ARF) and National Automotive Sampling System (NASS) General Estimates System (GES), 1992-2011. <http://www.ems.gov/pdf/GrundAmbulanceCrashesPresentation.pdf>
9. Carmona Jimenez F, Padro F, Garcia A, et al., Cerebral flow improvement during CPR with LUCAS, measured by Doppler. *Resuscitation*. 2011; 82S1:30,AP090. [This study is also published in a longer version, in Spanish language with English abstract, in *Emergencias*. 2012;24:47-49]
10. Axelsson C, Karlsson T, Axelsson A, et al. Mechanical active compression-decompression cardiopulmonary resuscitation (ACDCPR) versus manual CPR according to pressure of end tidal carbon dioxide (PETCO2) during CPOR in out-of-hospital cardiac arrest 90HCAI. *Resuscitation*. 2009;80(10):1099-1103.
11. Rubertsson S, Lindgren E, Smekal, D et al. Mechanical chest compressions and simultaneous defibrillation vs conventional cardiopulmonary resuscitation in out-of-hospital cardiac arrest. The LINC randomized trial. *JAMA*. 2013;311(1):53-61.
12. Case study Allina Health EMS, GDR 3302700_B.

For further information, please contact Stryker at 800 442 1142 (U.S.), 800 668 8323 (Canada) or visit our website at strykeremergencycare.com

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GDR 3332905_B
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The LUCAS 3 device is for use as an adjunct to manual CPR when effective manual CPR is not possible (e.g., transport, extended CPR, fatigue, insufficient personnel).



Manufactured by:

Jolife AB
Scheelevägen 17
Ideon Science Park
SE-223 70
LUND, Sweden
Toll free 800 442 1142
strykeremergencycare.com

Distributed in Canada by:

Stryker Canada
2 Medicorum Place
Waterdown, Ontario
L8B 1W2
Canada
Toll free 800 668 8323

Manual CPR

has hidden costs

Poor perfusion

Manual CPR provides only 30-40% of normal blood flow to the brain even when delivered according to guidelines.¹



30-40%

Provider pain and injury

CPR causes back pain in 60% of EMS personnel.⁴



60%

The American Heart Association states⁶:
Poor-quality CPR is a preventable harm



The LUCAS chest compression system helps emergency care teams around the world do what they do best — save lives. From the field to the cath lab, LUCAS helps ensure Guidelines-consistent compressions are constantly being administered — helping reduce the risk of injury to caregivers and freeing them up to perform other lifesaving interventions.

Transit injuries and deaths

Unrestrained occupants are 6.5 times more likely to be severely injured and 3.8 times more likely to be killed² in the 4,500 ambulance accidents each year.³



6.5X

Cost of injury

\$69,594: cost of a typical strain injury (\$33,140 direct and \$36,454 indirect costs).⁵



\$69K

1. Meaney P, Bobrow B, Mancini M, et al. CPR Quality: Improving cardiac resuscitation outcomes both inside and outside the hospital. A consensus statement from the American Heart Association. *Circulation*. 2013;128(4):417-435
 2. Becker L, Zaloshnja E, Levick N, et al. Relative risk of injury and death in ambulances and other emergency vehicles. *Accident analysis and prevention* 2003; 35(6): 941-948.
 3. NHTSA's Fatality Analysis Reporting System (FARS) 1992-2010 Final and 2011 Annual Report File (ARF) and National Automotive Sampling System (NASS) General Estimates System (GES), 1992-2011. <http://www.ems.gov/pdf/GrundAmbulanceCrashesPresentation.pdf>
 4. Jones A, Lee R. Cardiopulmonary resuscitation and back injury in ambulance officers. *International Archives of Occupational and Environmental Health*. 2005 May; 78 (4); 332-336.
 5. <https://www.osha.gov/dcp/smallbusiness/safetypays/estimator.html>. As of August 1, 2018 with a 3% profit margin for strain.
 6. Resuscitation Education Series: Educational Strategies to Improve Outcomes From Cardiac Arrest: A Scientific Statement From the American Heart Association. *Circulation*. 2018; 138:e82-e122.

LUCAS® Chest Compression System

Safe and effective chest compressions during ambulance transport

Some patients will require ongoing chest compressions during transportation in an ambulance. As many as 30-40% of patients who have achieved return of spontaneous circulation on the scene will re-arrest prior to hospital arrival, some during the transport.^{1,2} However, it is well known that it's nearly impossible to provide effective CPR with minimal interruptions in a moving ambulance. In addition, performing manual chest compressions during ambulance transport puts the rescuer's safety at risk.



"Restrained ambulance occupants involved in a crash had 3.77 times lower risk of fatality and 6.49 times lower risk of incapacitating injury than unrestrained occupants."³

Becker R, et al. *Accident Analysis & Prevention*. 2003;35:941-948.

The LUCAS chest compression system allows rescuers to remain seated and safely belted in the ambulance while the device performs effective, guidelines-consistent chest compressions with minimal interruptions. This helps ensure chest compressions that are both safe for the patient and for the rescuers during ambulance transport.

"Some patients may need to be transported in cardiac arrest if hospital treatment is necessary to treat the cause of the cardiac arrest. Examples include patients in refractory ventricular fibrillation that may benefit from percutaneous coronary intervention and cardiac arrest secondary to hypothermia. In these patients, the use of mechanical chest compression devices seems reasonable."⁴

Couper K, et al. *Curr Opin Crit Care*. 2015;21:188-194.

"Our consensus is that mechanical CPR is a safer alternative to manual CPR in the ambulance."

"Mechanical devices can constitute a useful alternative to manual CPR, in terms of safety for the ambulance crew."⁵

Ong M, et al. *Prehosp Emerg Care*. 2013;17:491-500.

"The two patients admitted to hospital with on-going LUCAS CPR and who were treated with cardiopulmonary support were resuscitated during a particularly long time; regardless of this, both patients were alive after 30 days with minimal neurological sequelae. We believe that it is unlikely that these patients would have survived if transported and treated with manual CPR only."

Tranberg T, et al. *Scand J Trauma Resusc Emerg Med*. 2015;23:37



Manual CPR Simulation During Crash Test

The LUCAS device confirmed as safe in 10g and 16g crash tests

In crash tests performed by an independent company the LUCAS device was found to be safe for rescuers and patients during both 10g and 16g deceleration tests.

- The crash test was performed with the LUCAS 2 chest compression system at Klippan Safety, an independent company performing crash tests. Klippan Safety also performs truck safety tests for major truck manufacturers.
- A 74 kg (163 lb) crash test manikin (type hybride 2) was used. This is the same type of manikin used to test car safety belts.
- The manikin was secured to a stretcher using standard ambulance transportation practices. The stretcher was then fixed to the crash test sled.
- The LUCAS device was applied on the manikin with the Stabilization Strap attached, and tested with and without hands strapped to the device using the Patient Straps. (There was no difference in results.)
- Deceleration forces of 10g (in accordance with European Ambulance Standard EN 1789) and up to 16g were tested. The LUCAS device was found safe. The LUCAS device was confirmed as safe for both rescuers and patients.

The LUCAS upper part may be secured using additional straps applied from the device support legs to the transportation stretcher side rails. This combination has been shown to meet the required 20 G static test performance criteria according to AS/NZS 4535:1999.

LUCAS® Chest Compression System: Operational Benefits

LUCAS chest compression system: Consistent, high-quality chest compressions during patient movement and transportation.

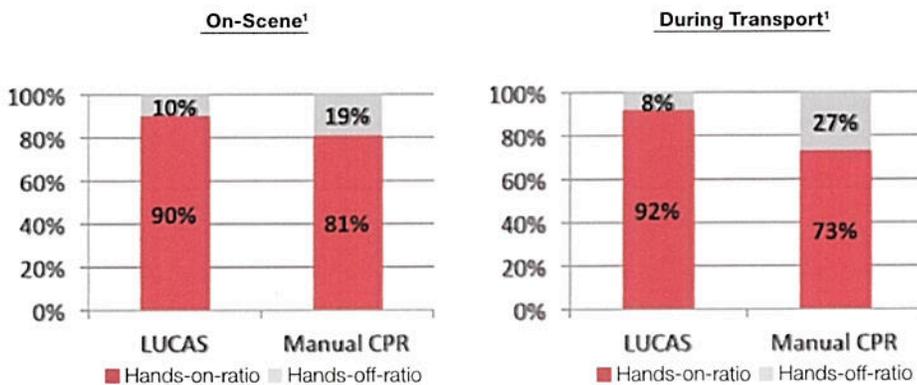
Whether it's up or down stairs, to and from the ambulance or during transport to the hospital, some cardiac arrest patients will need to be moved during ongoing CPR. However, it's well-known that it is almost impossible to provide effective CPR without interruption during transportation.



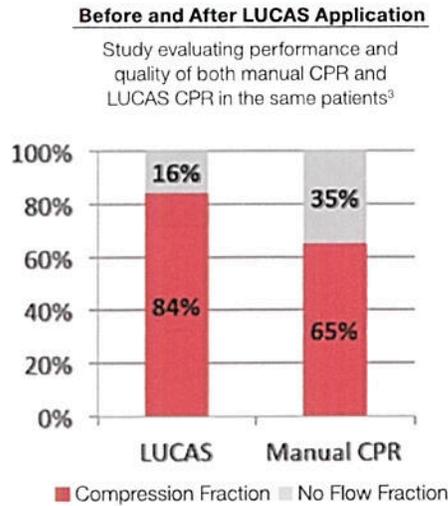
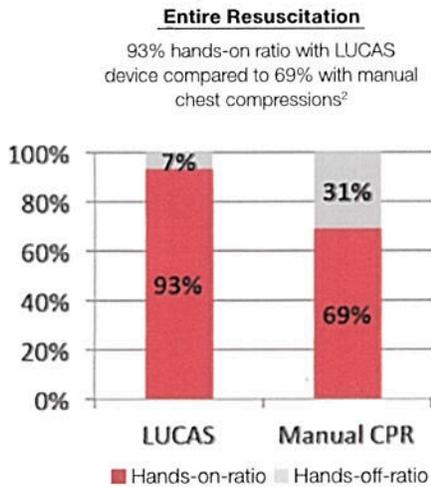
The LUCAS device makes it possible to improve chest compression quality and provide effective, consistent compressions with minimal interruption during patient movement and transportation.

As long as the LUCAS device and the patient are safely positioned on the transportation device (backboard, carry sheet, scoop stretcher, etc.) and the device stays in the correct position and angle on the patient's chest, it can stay active and continue to provide high-quality compressions while a patient is moved. When carrying a patient down stairs, extra fixation or straps from the LUCAS device to the transportation device may be required. The position of the suction cup should be checked frequently. Users should always remember to attach the LUCAS stabilization strap and pause and readjust the suction cup as necessary.

The LUCAS device improves CPR quality and increases chest compression fraction time—on-scene, during transport and throughout the entire resuscitation.



"Patients treated with mechanical chest compressions received higher quality CPR than those treated with manual chest compressions. Hands-off ratios were significantly lower both before and during transport..."



"Mechanical chest compressions provided by the LUCAS device improve CPR quality by significantly reducing the NFF (no flow fraction) and by improving the quality of chest compression compared to manual CPR during OHCA resuscitation."³

"The low NFF with the LUCAS device may also have been achieved owing to fewer interruptions while loading the patient into the ambulance and during transport with ongoing resuscitation."³

For adequate tissue oxygenation, it is essential that healthcare providers minimize interruptions in chest compressions and therefore maximize the amount of time chest compressions generate blood flow.

Chest compression fraction (CCF) is the proportion of time that chest compressions are performed during a cardiac arrest. The duration of arrest is defined as the time cardiac arrest is first identified until time of first return of sustained circulation. To maximize perfusion the 2010 AHA and ERC Guidelines recommend minimizing pauses in chest compressions.^{4,5} Expert consensus is that a CCF of 80% is achievable in a variety of settings. Data on out-of-hospital cardiac arrest indicate that lower CCF is associated with decreased ROSC and survival to hospital discharge.⁶

REFERENCES

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- Maule Y. "Mechanical CPR; Better, but more importantly, more CPR" (translated from French: Assistance cardiaque externe; Masser mieux, mais surtout, masser plus"). *Urgence Pratique*. 2011;106:47-48.
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For further information please contact your local Physio-Control representative or visit our website at www.physio-control.com



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