

**City of Portage Common Council Meeting  
Council Chambers of City Municipal Building  
115 West Pleasant Street, Portage, WI  
Regular Meeting – 7:00 p.m.  
January 9, 2014  
Agenda**

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Approval of Agenda
5. Minutes of Previous Meeting
6. Introduction of Director of Business Development and Planning – Steve Sobiek
7. Consent Agenda
  - A. Reports of Sub-Committees, Boards, and Commissions
    1. Library Board, December 10, 2013
    2. Police and Fire Commission, December 11, 2013
    3. Airport Commission, December 12, 2013
    4. Historic Preservation Commission, December 17, 2013
  - B. License Applications
    1. Operator
8. Committee Reports
  - A. Plan Commission, December 16, 2013
  - B. Legislative and Regulatory Committee, December 19, 2013
  - C. Finance/Administration Committee, January 6, 2014
    1. Consideration of recommendation for 2014 Agreement with Columbia County for Hazardous Materials Response Services
    2. Consideration of recommendation for Amendment to Agreement with McMahan Associates for Design Services for the Wastewater Treatment Plant Digester Project
  - D. Human Resources Committee, January 7, 2014
    1. Consideration of recommendation for 2014 – 2015 Agreement with IAFF Local 2744
    2. Consideration of recommendation for 2014 Agreement with Teamsters Local 695

3. Consideration of recommendation for revised position description for Building and Grounds Maintenance position
  4. Consideration of offer of employment for Building and Grounds Maintenance position
9. Old Business
- A. Ordinances
    1. Ordinance No. 13-020 relative to Child Safety Zones
    2. Ordinance No. 13-021 relative to Barking Dogs or Crying Cats
10. New Business
- A. Ordinances
    1. Ordinance No. 14-001 relative to Panhandling
    2. Ordinance No. 14-002 relative to Weights and Measures
  - B. Resolutions
    1. Resolution No. 14-001 relative to Public Alley Easements with Gunderson Construction Co. and Oak Hills Condominium Owners Association, Inc.
    2. Resolution No. 14-002 relative to Economic Development Grant for the Ball Room LLC.
  - C. Consideration of recommendation for inspection agreement with Federal Aeronautics Administration
  - D. Resignations
    1. Business Improvement District Board of Directors, Stephen Polnow
    2. Plan Commission, Economic Development Loan Fund Committee, AdHoc Canal Committee, Addie Tamboli
  - E. Appointments
    1. Business Improvement District Board of Directors, Myrna Hooper and Maribeth Dorn
    2. Plan Commission, Vicki Greenwald
    3. Economic Development Loan Fund, Kim Dorn
  - F. Mayor's Comments
    1. Residence address numbers
    2. Sidewalks in winter
    3. Spring Election
    4. Mayor's goals for 2014 will be discussed at the next meeting
  - G. City Administrator's Report
    1. Storm shelter project update
11. Adjournment

Common Council Proceedings  
City of Portage

Regular Meeting  
Council Chambers  
City Municipal Building

December 12, 2013  
7:00 p.m.

**1. Call to Order**

Mayor Tierney called the meeting to order at 7:01 p.m.

**2. Roll Call**

Present: Ald. Dodd, Garetson, Hamre, Havlovic, Klapper, Maass, Miller, Oszman

Excused: Ald. Ebnetter

Also Present: Mayor Tierney, City Clerk Moe, City Administrator Murphy, City Attorney Spankowski, Director of Public Works/Utilities Manager Redelings, Fire Chief Simonson, Police Chief Manthey, Manager of Parks and Recreation Kremer

Media Present: Craig Sauer from Portage Daily Register, Bill Welsh from Cable TV

**3. Pledge of Allegiance**

The Pledge of Allegiance was said.

**4. Approval of Agenda**

As there was no objection, the Portage Pride item with JoAnne Genrich and Carol Ziehmke was moved to following the introduction of the Manager of Parks and Recreation.

**5. Minutes of Previous Meeting**

Motion by Klapper, second by Dodd, to approve the minutes of the November 14 and 26, 2013 Public Hearings, and the November 26, 2013 Common Council meeting. Motion carried unanimously on call of roll.

**6. Presentation from Keith Klafke – supervisory training**

Police Sergeant Klafke told the about the Northwestern School of Police Staff and Commend he recently attended.

**7. Introduction of Manager of Parks and Recreation – Dan Kremer**

Dan Kremer was introduced to the council.

- 8. Portage Pride – JoAnne Genrich and Carol Ziehmke**  
Ms. Genrich and Ms. Ziehmke gave a presentation on the “Our Shared Vision of Portage” project and their hope to involve the community to make Portage a beautiful place to live, work and play. Pamphlets and postcards were handed out.
- 9. Consent Agenda**  
Reports of Sub-Committees, Boards, and Commissions  
Tourism Promotion Committee meeting of November 5, 2013  
Historic Preservation Commission meeting of November 19, 2013  
Business Improvement District Board of Directors meeting of December 4, 2013
- Motion by Dodd, second by Oszman to accept the reports on the consent agenda. Motion carried unanimously on call of roll.
- License Applications  
Taxi Cab Operator application for period ending June 30, 2014 for Jessica L. Curtis.
- Motion by Dodd, second by Oszman to approve the license application as presented. Motion carried unanimously on call of roll.
- 10. Committee Reports**  
Legislative and Regulatory Committee, November 21, 2013  
Motion by Oszman, second by Hamre to approve of the change of agent for the Class B Combination License held by Knights of Columbus Dr. C.W. Henney Council #1637, 918 Silver Lake Drive to Darrell Parker. Motion carried unanimously on call of roll.
- Municipal Services and Utilities Committee, December 5, 2013
- Finance/Administration Committee, December 9, 2013  
Motion by Dodd, second by Maass to approve of claims in the amount of \$1,071,360.93. Motion carried unanimously on call of roll.
- Motion by Dodd, second by Oszman to pre-approve the payment of year-end claims to be reviewed in January. Motion carried unanimously on call of roll.
- Motion by Dodd, second by Klapper to approve the award of bid for solid waste collection/disposal to Columbia County. Motion carried unanimously on call of roll.
- Motion by Dodd, second by Oszman to approve the 2013 encumbrances in the amount of \$13,120.00 as recommended by Finance/Administration Committee. Motion carried unanimously on call of roll.

Motion by Dodd, second by Klapper to deny the insurance claim from Mallory Walters, 708 West Pleasant Street. Motion carried unanimously on call of roll.

Motion by Dodd, second by Klapper to approve the Agreement for the establishment and operation of the Wisconsin River Municipal Discharger Group (Resolution No. 13-040). Motion carried unanimously on call of roll.

**11. Old Business**

Motion by Garetson, second by Klapper to approve a sewer credit in the amount of \$36.23 for James Shlimovitz, 515 Oakridge Drive. Motion failed on call of roll with Dodd, Hamre, Havlovic, Maass and Oszman voting no.

Motion by Maass, second by Miller to approve the 2014 Tourism Budget. Motion carried unanimously on call of roll.

Ordinances

Ordinance No. 13-013 relative to Veteran's Memorial Field and Silver Lake Regulations received its third reading. Motion by Oszman, second by Maass to pass Ordinance No. 13-013 relative to Veteran's Memorial Field and Silver Lake Regulations. Motion carried unanimously on call of roll.

**12. New Business**

Ordinances

Ordinance No. 13-020 relative to Child Safety Zones received its first and second reading.

Ordinance No. 13-021 relative to Barking Dogs or Crying Cats received its first and second reading.

Resolutions

Resolution No. 13-038 relative to Approving the Issuance by the Public Finance Authority of Bonds on Behalf of WHPC-Southern Bond Pool I, LLC was read and adopted unanimously on motion by Oszman, second by Hamre and call of roll.

Resolution No. 13-039 relative to Municipal Court Bond and Forfeiture Schedule was read and adopted unanimously on motion by Oszman, second by Miller and call of roll.

Resignation from Business Improvement District Board of Directors – James Rusch.

Motion by Klapper, second by Maass to accept the resignation of James Rusch from Business Improvement District Board of Directors. Motion carried unanimously on call of roll.

Consideration of approval of Secondhand Article Dealer Licenses

Motion by Oszman, second by Dodd to approve Secondhand Article Dealer License applications for Jon M. Krueger, This, That & Everything, 318 DeWitt Street; Amanda G. Stalker, Hidden Treasures, 111 East Haertel Street; Mary A. Bodien, Good Times, 305 DeWitt Street; Game Stop, Inc., Game Stop #6913, 2830 New Pinery Road. Motion carried unanimously on call of roll.

Consideration of approval of Election Boards for 2014 – 2015

Motion by Oszman, second by Dodd to approve Election Boards for 2014-2015 as presented. Motion carried unanimously on call of roll.

Consideration of approval of Bylaws for the Business Improvement District

Motion by Klapper, second by Maass to approve the Bylaws for the Business Improvement District as presented. Motion carried unanimously on call of roll.

Consideration of recommendation for appointments to Business Improvement District Board of Directors

Motion by Maass, second by Klapper to approve the following appointments to Business Improvement District Board of Directors: Chris Shadel and John Krueger for three (3) year terms beginning in 2014. Motion carried unanimously on call of roll.

Mayor's Comments

Property taxes have been mailed out.

Holiday Train - \$4500.00 was collected for the Food Pantry and food donations filled a small panel truck.

Living Windows will be December 13th, 6:00 p.m. – 8:00 p.m.

Mayor Tierney wished all Happy Holidays.

City Administrator's Report

An update on businesses occupying the Enterprise Center was given.

**13. Adjournment**

Motion by Oszman, second by Miller to adjourn. Motion carried unanimously on call of roll at 8:43 p.m.

Marie A. Moe, WCPC, MMC  
City Clerk

## Portage Public Library

253 W. Edgewater Street, Portage WI 53901

Phone: (608) 742-4959 E-Mail: [porill@scls.lib.wi.us](mailto:porill@scls.lib.wi.us) Web Site: [www.portagelibrary.us](http://www.portagelibrary.us)

### LIBRARY BOARD MEETING Minutes

December 10, 2013

Meeting called to order 12:14

Present: Davis, Tamboli, Voigt, McLeish, Stevenson, Vehring

Excused: Poches, Gregory, Varvil-Weld

Visitors: Mayor Bill Tierney, Peter Schartz

- 1) Motion to approve the November 12, 2013 regular meeting minutes. (AT/KV)
- 2) Financial Reports:
  - a) Motion to approve November 2013 Municipal funds claims and Library Restricted funds claims for payment as presented. (EV/CS)
- 3) Director's Report: Shannon Schultz
  - a) The 2014 municipal budget has been approved by the Common Council.
  - b) The PHS Class of 1963 has donated a 6-foot bench for the entryway, books and artwork
  - c) Incomplete punch list items and a book drop solution are still in progress.
  - d) The signage package is nearing completion.
  - e) Jesse Spankowski is working on combining the two parcels, per Plan Commission's stipulation.
  - f) The new color copier should be installed next week.
  - g) The new website is under development.
  - h) Upcoming Library programs are Eat Healthy, Columbia County; Summer Library programs, and Memory Café.
- 4) Business:
  - a) Motion to approve the 2014 Library Budget and recommended amendments to the 2014 Library budget appropriations as presented. (EV/AT)
  - b) Motion to approve compensation of Library personnel as presented, effective the first pay period of 2014. Shannon M. Schultz, Director, increase salary to \$56,014.40 (\$26.93 per hour); Jeanne Caswell, Youth Svc. Asst., increase hourly rate to \$10.35; all other personnel increase hourly rate 2 percent. (AT/CS)
  - c) Motion to approve Circulation Policy as presented with Section II(B) changed to "...All applicants 16 years of age and older..."; Section II(H) changed to "...Applicants 15 years of age and under..."; Section VII(B) changed to "ILL materials, Software: \$1.00/day"; Section X(B)(1) changed to "...Portage Community School District..."; and Section X(6) changed to "Multiple holds on a single title require librarian assistance....". (AT/CS)
  - d) Motion to clarify the Library Board fully intended to increase the Library Director's 2013 compensation by 3% at the December 2012 meeting. (RD/AT)
- 5) Meeting adjourned 12:45. (AT/EV)

Richard Davis – President

Addie Tamboli – Vice President

Eleanor Voigt – Treasurer

Eleanor McLeish – Secretary

Charles Poches – School Superintendent

Dr. David Gregory

Chad Stevenson

Dr. Douglas Varvil-Weld

Klay Vehring

**City of Portage**  
**Police and Fire Commission Meeting**  
**Wednesday, December 11, 2013, 7:00 p.m.**  
**City of Portage Municipal Building, 115 West Pleasant Street**  
**Conference Room Two**  
**Minutes**

Present: Thomas Drury, President; Jeynell Boeck, Pat Hartley, Charles Miller,  
Kay E. Miller

Also Present: Chief Ken Manthey

**1. Roll Call**

The meeting was called to order by President Tom Drury at 7:12pm.

**2. Approval of minutes from previous meeting**

Motion by K. Miller, second by Boeck to approve minutes from the meeting on November 13, 2013. Motion carried unanimously on call of roll.

**3. Closed Session**

Motion by Hartley, second by Boeck to go into closed session pursuant to Wisconsin State Statutes 19.85(1)(c) to conduct interviews for part-time Police Officer position. Motion carried unanimously on call of roll at 7:14 pm.

**4. Reconvene to open session for remainder of the meeting**

Motion by Boeck, second by Hartley to reconvene to open session for remainder of the meeting. Motion carried unanimously on call of roll at 8:01 pm.

**5. Discussion and possible action on selection of part-time Police Officer**

It was the consensus of the Commission voted to add Ryan Zinkle to the eligibility list for the part-time position, after discussion about how Zinkle responded to different questions in the interview while in closed session.

**6. Adjournment**

Next meeting is February 19, 2013.

Motion by K. Miller, second by Hartley to adjourn the meeting at 8:17 pm. Motion carried unanimously on call of roll.

Submitted by Chuck Miller

**City of Portage  
Airport Commission Meeting  
Thursday, December 12, 2013, 6:00 p.m.  
City Municipal Building, 115 West Pleasant Street  
Conference Room One**

Members present: Rita Maass, Chairperson; Carolyn Hamre (arrived at 6:05 p.m.), Barry Erath, Jeff Garetson, Fred Langbecker, David Tesch

Others present: Administrator Murphy, Director Redelings, Manager Poppy, Rex Taylor and Bill Welsh

1. Roll Call
2. Approval of minutes of previous meeting

Motion by Langbecker, second by Garetson to approve the minutes.  
Motion passed 5 to 0 on call of the roll.

3. Discussion and possible recommendation on proposed amendments to Airport Lease and Operations Agreement.

An Amendment was presented for the Agreement with Air Portage, Inc. (attached). The total compensation would be increased from \$13,000 annually to \$15,000 annually. Motion by Hamre, second by Langbecker to approve the Amendment. Motion passed 6 to 0 on call of the roll.

4. Discussion and possible action on proposed Land Lease Agreement with Rex Taylor.

Chairperson Maass explained that the Lease Agreement is presently with Bill Sommers. Mr. Sommers intends to assign the Lease Agreement to Mr. Taylor. There's a stipulation in the Agreement that it can only be assigned with the consent of the Airport Commission.

Administrator Murphy presented a new Lease Agreement for consideration by the Airport Commission. The existing Agreement would no longer be valid and the new Agreement, with modified conditions could be entered into with Mr. Taylor. The lease would be at \$0.16/square foot annually, which reflects market rates.

Erath inquired if the hanger would only be used to house aircraft. Mr. Taylor answered affirmatively.

Mr. Taylor indicated he didn't want a new lease and said Mr. Sommers assigned the existing lease to him. Administrator Murphy pointed out that Section 12 of the Lease Agreement with Mr. Sommers doesn't permit assigning a lease without the City's consent.

Following some discussion, Administrator Murphy said there was a suggestion to address the situation if the Airport was to close. Motion by Erath, second by Gaertson to accept the new Lease Agreement, with the amendment that both parties would be released from the Agreement if the Airport were to close. Motion passed 6 to 0 on call of the roll.

5. Discussion and possible recommendation on proposed inspection agreement with Federal Aeronautics Administration.

Redelings explained that the FAA provided the attached Agreement for the flight inspection of the PAPI, once it's installed. Also, they need payment to the FAA prior to scheduling the flight, by January 2014 after the completion of the PAPI lights.

Motion by Tesch, second by Langbecker to approve the Agreement and send payment to FAA. Motion passed 6 to 0 on call of the roll.

6. Airport Manager report.

Poppy indicated that air traffic has been slow.

7. Adjournment

Motion by Garetson, second by Tesch to adjourn. Motion carried 6 to 0 on call of the roll.

Respectfully Submitted,

Robert G. Redelings, City Engineer

**NON-FEDERAL REIMBURSABLE AGREEMENT**

**BETWEEN**

**DEPARTMENT OF TRANSPORTATION  
FEDERAL AVIATION ADMINISTRATION**

**AND**

**CITY OF PORTAGE, WI  
PORTAGE, WI**

**WHEREAS**, the Federal Aviation Administration (FAA) can furnish directly or by contract, material, supplies, equipment, and services which the **City of Portage, WI** (Sponsor) requires, has funds available for, and has determined should be obtained from the FAA;

**WHEREAS**, it has been determined that competition with the private sector for provision of such material, supplies, equipment, and services is minimal; the proposed activity will advance the FAA's mission; and the FAA has a unique capability that will be of benefit to the Sponsor while helping to advance the FAA's mission;

**WHEREAS**, the authority for the FAA to furnish material, supplies, equipment, and services to the Sponsor upon a reimbursable payment basis is found in 49 U.S.C. § 106(l)(6) on such terms and conditions as the Administrator may consider necessary;

**NOW THEREFORE**, the FAA and the Sponsor mutually agree as follows:

**ARTICLE 1. Parties**

The Parties to this Agreement are the FAA/Flight Inspection Services, and **City of Portage, WI**.

**ARTICLE 2. Type of Agreement**

This Agreement is an "other transaction" authorized under 49 U.S.C. § 106(l)(6). It is not intended to be, nor will it be construed as, a partnership, corporation, joint venture or other business organization.

**ARTICLE 3. Scope**

- A. The purpose of this Agreement between the FAA and the Sponsor is to provide a **commissioning flight inspection of the PAPI on Rwy 17 at Portage Municipal Airport (C47) Portage, WI**. This Agreement provides funding for the FAA to establish these services.

Therefore, this project is titled:

**City of Portage, WI; Portage, WI**

- B. The FAA will perform a **commissioning flight inspection of the PAPI on Rwy 17 at Portage Municipal Airport (C47) Portage, WI.**
- C. The Sponsor will:
1. Provide funding as estimated in Article 7.
  2. Upon signature and payment of agreement, contact James Field at 405-954-9318 or james.d.field@faa.gov and inform him when the site is ready for inspection. You may call Flight Inspection Central Operations if you have any questions at 405-954-9780.
- D. This agreement is in whole or in part funded with funding from an AIP grant [ ] Yes [X] No. If Yes, the grant date is: \_\_\_\_\_ and the grant number is: \_\_\_\_\_.

**ARTICLE 4. Points of Contact**

A. FAA:

1. Flight Inspection Services will perform the Scope of Work included in this Agreement. Jim Wilson is the Manager, Mission Control Team, and liaison with the Sponsor for any Flight Inspection issues and can be reached at 405-954-9789. The Flight Inspection Services Agreement Administrator, Georgia Hines, can be reached at 405-954-8545. These liaisons are not authorized to make any commitment, or otherwise obligate the FAA, or authorize any changes which affect the estimated cost, period of performance, or other terms and conditions of this Agreement.
2. FAA Contracting Officer: The execution, modification, and administration of this Agreement must be authorized and accomplished by the Director, Flight Inspection Services.

B. Sponsor Point(s) of Contact

**Sponsor: City of Portage, WI**  
**Attn: Robert G. Redelings**  
**Address: 115 W. Pleasant St.**  
**Portage, WI 53901**  
**Phone: 608.742.2176**  
**E-mail: bob.redelings@portagewi.gov**

**ARTICLE 5. Non interference with operations: [RESERVED]**

**ARTICLE 6. Transfer Agreement [RESERVED]**

**ARTICLE 7. Estimated Costs**

A. The estimated FAA costs associated with this Agreement are as follows:

Description of Reimbursable Item	Estimated Cost
<b>LABOR</b>	
NA	<b>\$0</b>
Labor Subtotal	<b>\$0</b>
Labor Overhead (17%)	<b>\$0</b>
Total Labor	<b>\$0</b>
<b>NON-LABOR</b>	
Flight Inspection	<b>\$2,877.00</b>
Non-Labor Overhead (6%)	<b>\$ 172.62</b>
Total Non-Labor	<b>\$ 00</b>
<b>TOTAL ESTIMATED COST</b>	<b>\$3,049.62</b>

**Detailed Estimate:**

**Flight Inspection Estimated Cost**

<i>Beech Rate \$1,918/hr</i>	<b>Type</b>	<b>Hours</b>	<b>Inspections</b>	<b>Estimated Cost</b>
PAPI on Rwy 17 at C47	Commissioning	1.5	1	\$2,877.00
	6% Administrative Overhead			<u>\$ 172.62</u>
	<b>Total Estimated Cost of Agreement</b>			<b>\$3,049.62</b>

B. The FAA- Flight Inspection Services reserves the right to determine which aircraft will be used for flight inspections. Flight hour rates will be adjusted automatically according to the most current edition of FAA Order 2500.36, Application of Flight Hour Rates. The estimates are based on rates in effect at the time this Agreement is signed.

C. Estimated costs contained herein are for planning purposes only and can vary depending on the actual aircraft used, and actual flight hours expended to reach the facility and to accomplish the inspection. As required by regulation, the final bill submitted to the customer will reflect actual hours and costs to Flight Inspection Services.

- D. **Sponsor** will be notified of any necessary deviations or changes to the instrument flight procedure and agrees to negotiate with the FAA to resolve additional reimbursement issues exceeding 10% of the cost estimate, in accordance with Article 9.

#### **ARTICLE 8. Period of Agreement and Effective Date**

This Agreement supersedes and nullifies any previous agreements between the parties on the subject matter. The effective date of this Agreement is the date of the last signature. This Agreement is considered complete when the final invoice is provided to the Sponsor and a refund is sent or payment is received as provided for in Article 9, Section E of this Agreement. Under no circumstances will this Agreement extend five years beyond its effective date.

#### **ARTICLE 9. Reimbursement and Accounting Arrangements**

- A. The Sponsor agrees to prepay the entire estimated cost of the Agreement in annual installments as invoiced by the FAA. The Sponsor will send the advance payment to the Accounting Division listed in Section C of this Article. The advance payment will be held as a non-interest bearing deposit. Such advance payment by the Sponsor must be received before the FAA incurs any obligation to implement this Agreement. Any advanced payment amount remaining in one fiscal year will be applied to the next fiscal year's payment due. Any amount due on the final bill will be netted against the advance payment and, as appropriate, a refund or final bill will be sent to the Sponsor.
- B. The Sponsor certifies that arrangements for sufficient funding have been made to cover the estimated costs of the Agreement.
- C. The Accounting Division is identified by the FAA as the billing office for this Agreement. The Sponsor will send a copy of the executed Agreement to the Agreement Coordinator. All advance payments will be sent to the Accounting Division shown below. All payments must include the Agreement number, Agreement name, Sponsor name, and project location.

The mailing address is:

FAA – Mike Monroney Aeronautical Center  
ATTN: AMZ-330, Reimbursable Project Team  
P.O. Box 25082  
Oklahoma City OK 73125

The overnight mailing, address is:

DOT/FAA/Mike Monrone Aeronautical Center  
AMZ-330 Reimbursable Project Team  
6500 S. MacArthur Blvd.  
Oklahoma City OK 73169  
Telephone: (405) 954-4962

The Sponsor hereby identifies the office to which the FAA will render bills for the project costs incurred as:

**City of Portage, WI**  
**Attn: Robert G. Redelings**  
**115 W. Pleasant St.**  
**Portage, WI 53901**  
**608.742.2176**  
**bob.redelings@portagewi.gov**

- D. Pre-payment notices will be sent to the Sponsor on an annual basis.
- E. The cost estimates contained in Article 7 are expected to be the maximum cost associated with this Agreement, but may be modified to recover the FAA's actual cost. If during the course of this Agreement, actual costs are expected to exceed the estimated costs, the FAA will notify the Sponsor immediately. The FAA will also provide the Sponsor a modification to the Agreement which includes the FAA's additional costs. The Sponsor agrees to prepay the entire estimated cost of the modification. The Sponsor will send a copy of the executed modification to the Agreement to the FAA-Mike Monrone Aeronautical Center with the additional advance payment. Work identified in the amendment cannot start until receipt of the additional advance payment. In addition, in the event that a contractor performing work pursuant to the scope of this Agreement brings a claim against the FAA and the FAA incurs additional costs as a result of the claim, the Sponsor agrees to reimburse the FAA for the additional costs incurred whether or not a final bill or a refund has been sent.

#### **ARTICLE 10. Changes and Modifications**

Changes and/or modifications to this Agreement will be formalized by a written modification that will outline in detail the exact nature of the change. Any modification to this Agreement will be executed in writing and signed by the authorized representative of each party. The parties signing this Agreement and any subsequent modification(s) represent that each has the authority to execute the same on behalf of their respective organizations. No oral statement by any person will be interpreted as modifying or otherwise affecting the terms of the Agreement. Any party to this Agreement may request that it be modified, whereupon the parties will consult to consider such modifications.

### **ARTICLE 11. Termination**

In addition to any other termination rights provided by this Agreement, either party may terminate this Agreement at any time prior to its expiration date, with or without cause, and without incurring any liability or obligation to the terminated party other than payment of amounts due and owing and performance of obligations accrued, in each case on or prior to the termination date, by giving the other party at least thirty (30) days prior written notice of termination. Payment of amounts due and owing may include all costs reimbursable under this Agreement, not previously paid, for the performance of this Agreement before the effective date of the termination; the total cost of terminating and settling contracts entered into by the FAA for the purpose of this Agreement; and any other costs necessary to terminate this Agreement. Upon receipt of a notice of termination, the receiving party will take immediate steps to stop the accrual of any additional obligations which might require payment. All funds due after termination will be netted against the advance payment and, as appropriate, a refund or bill will be issued.

### **ARTICLE 12. Order of Precedence**

If attachments are included in this Agreement and in the event of any inconsistency between the attachments and the terms of this Agreement, the inconsistency will be resolved by giving preference in the following order:

- A. This Agreement
- B. The attachments

### **ARTICLE 13. Legal Authority**

This Agreement is entered into under the authority of 49 U.S.C. § 106(l)(6), which authorizes the Administrator of the FAA to enter into and perform such contracts, leases, cooperative agreements and other transactions as may be necessary to carry out the functions of the Administrator and the Administration on such terms and conditions as the Administrator may consider appropriate. Nothing in this Agreement will be construed as incorporating by reference or implication any provision of Federal acquisition law or regulation.

### **ARTICLE 14. Disputes**

Where possible, disputes will be resolved by informal discussion between the parties. In the event the parties are unable to resolve any dispute through good faith negotiations, the dispute will be resolved by alternative dispute resolution using a method to be agreed upon by the parties. The outcome of the alternative dispute resolution will be final unless it is timely appealed to the Administrator, whose decision is not subject to further administrative review and, to the extent permitted by law, is final and binding (see 49 U.S.C. § 46110).

**ARTICLE 15. Warranties**

The FAA makes no express or implied warranties as to any matter arising under this Agreement, or as to the ownership, merchantability, or fitness for a particular purpose of any property, including any equipment, device, or software that may be provided under this Agreement.

**ARTICLE 16. Insurance**

The Sponsor will arrange by insurance or otherwise for the full protection of itself from and against all liability to third parties arising out of, or related to, its performance of this Agreement. The FAA assumes no liability under this Agreement for any losses arising out of any action or inaction by the Sponsor, its employees, or contractors, or any third party acting on its behalf.

**ARTICLE 17. Limitation of Liability**

To the extent permitted by law, the Sponsor agrees to indemnify and hold harmless the FAA, its officers, agents and employees from all causes of action, suits or claims arising out of the work performed under this Agreement. However, to the extent that such claim is determined to have arisen from the act or omission by an officer, agent, or employee of the FAA acting within the scope of his or her employment, this hold harmless obligation will not apply and the provisions of the Federal Tort Claims Act, 28 U.S.C. § 2671, et seq., will control. The FAA assumes no liability for any losses arising out of any action or inaction by the Sponsor, its employees, or contractors, or any third party acting on its behalf. In no event will the FAA be liable for claims for consequential, punitive, special and incidental damages, claims for lost profits, or other indirect damages.

**ARTICLE 18. Civil Rights Act**

The Sponsor will comply with Title VI of the Civil Rights Act of 1964 relating to nondiscrimination in federally assisted programs.

**ARTICLE 19. Protection of Information**

The parties agree that they will take appropriate measures to identify and protect proprietary, privileged, or otherwise confidential information that may come into their possession as a result of this Agreement.

**ARTICLE 20. Security [RESERVED]**

**ARTICLE 21. Intellectual Property**

Data developed as part of FAA operations is public information subject to the Freedom of Information Act (FOIA) and the Privacy Act.

**ARTICLE 22 Entire Agreement**

This document is the entire Agreement of the parties, who accept the terms of this Agreement as shown by their signatures below. In the event the parties duly execute any modification to this Agreement, the terms of such modification will supersede the terms of this Agreement to the extent of any inconsistency. Each party acknowledges participation in the negotiations and drafting of this Agreement and any modifications thereto, and, accordingly that this Agreement will not be construed more stringently against one party than against the other. If this Agreement is not executed by the Sponsor within 100 calendar days after the FAA transmits it to the Sponsor, the terms contained and set forth in this Agreement shall be null and void.

AGREED:

**FEDERAL AVIATION  
ADMINISTRATION**

**CITY OF PORTAGE, WI**

SIGNATURE \_\_\_\_\_  
NAME Edward W. Lucke, Jr.  
TITLE Director, Flight Inspection  
Services  
DATE \_\_\_\_\_

SIGNATURE \_\_\_\_\_  
NAME William Tierney  
TITLE Mayor  
DATE \_\_\_\_\_

**CITY OF PORTAGE, WI**

SIGNATURE \_\_\_\_\_  
NAME Marie Moe  
TITLE Clerk  
DATE \_\_\_\_\_

**City of Portage  
Historic Preservation Commission  
Tuesday, December 17, 2013, 6:00 p.m.  
Municipal Building, 115 West Pleasant Street  
Conference Room One  
Minutes**

**Members Present:** Doug Klapper, Chairperson; Todd Bennett, Marlena Cavanaugh, Kristin Droste, Erin Foley, Stephanie Miller-Lamb, Wade Udelhoven

**Guests Present:** Bill Welsh (Cable TV)

**1. Roll call**

Klapper called the meeting to order at 6:00 pm. He noted that Kyle Dumbleton should no longer be listed on the agendas as an HPC member because his resignation has been accepted. Rob Nurre has not taken the oath of office, and thus is not an official member.

**2. Approval of previous meeting minutes**

An agenda item in the November minutes concerned encumbering HPC funds. Klapper commented that the Common Council would only encumber \$1000 of HPC funds, not the full \$1600 that was requested. Miller-Lamb moved to accept the minutes as submitted. Droste seconded the motion, which passed unanimously by voice vote.

**3. Discussion and possible action on Municipal Register**

The public hearing for comments on the proposal to add the Grandstand at the Columbia County Fairgrounds to the Municipal Register will be January 21, 2014, at the HPC meeting. It was suggested that each HPC member nominate a property each year, as Miller-Lamb did for the Grandstand. Miller-Lamb assured the Commission that the process is not difficult with the resources available online and in the documents copied for Commission members.

Foley asked where City records will be kept for the buildings added to the Municipal Register. Klapper will ask how Register properties will be tagged for building permits.

Udelhoven contacted Supreme Awards about plaques. Standard sizes are 4 x 8 and 4 x 9. For outdoor use, bronze plaques run about \$180; other materials are cheaper. There are more options for indoor plaques; for these, the price is by the letter. He will bring samples to the January meeting.

**4. Discussion and possible action on Historic Preservation Month (May) activities**

The Commission discussed HPC month activities. Topics for a talk included a) Portage history, b) reasons to list a building on the Register, c) Joe de Rose to speak on some aspect of historic properties, d) request a successful HPC from a

neighboring community talk about their work. Udelhoven suggested that a discussion of how to reuse a church building might be another good topic.

Droste and Cavanaugh discussed ideas for the proposed house tour. A minimum of five properties should be included, with advanced ticket sales. Droste's research indicates that the HPC may sell tickets as long as the proceeds are dedicated to an appropriate project. Advertising for the events should start in April. Foley suggested Municipal Register nominations might be prepared for properties on the tour.

For the January agenda, Klapper will research ticket sales, look into the availability of churches for a weekend walking tour, and contact Jen Davel for suggestions of local HPC's that might be willing to discuss their work. If a Municipal register nominated building will be part of the house tour in March, the nomination will need to be on the HPC March agenda.

What district will be featured in the May photo scavenger hunt? Miller-Lamb will take on this project again, noting that Church Hill and the Downtown district have been featured previously. Klapper is interested in some of the potential districts in the 2006 Preservation Plan, specifically one on W Prospect St.

**5. Discussion and possible action on parking lot names**

Foley researched old minutes and was able to find some information on the parking lot names. Miller-Lamb is still checking for the minutes. Foley will send Miller-Lamb what she found.

**6. Adjournment**

Chair Klapper adjourned the meeting at 6:48 pm.

Respectfully submitted,  
Erin Foley  
Secretary

**OPERATOR LICENSE APPLICATIONS - BY LAST NAME**

**LICENSE YEAR: JANUARY 9, 2014-JUNE 30, 2014**

HEIDI BROST  
JOHN L. GREEN  
JULIANNE D. MOOTZ  
KARISA S. RHODE  
KATIE M. SNEATH  
TONYA L. TALLARD

**City of Portage  
Plan Commission Meeting  
Monday, December 16, 2013  
Public Hearing – 6:20 p.m.  
Public Hearing – 6:25 p.m.  
Regular Meeting – 6:30 p.m.  
City Municipal Building, 115 West Pleasant Street  
Conference Room Two**

Members present: Mayor Bill Tierney, Chairperson; Robert Redelings, City Engineer, Jan Bauman and Brian Zirbes.

Members excused: Addie A. Tamboli, Vice-Chairperson; Mike Oszman

Members absent: Peter Tofson

Others present: Mike Kvalo, Darko Bajevic, Ron Krukeberg, Kevin Blau, Ann Clausen, Janelle, Schmidke, Vicki Greenwall, Bill Welsh, Craig Sauer and Carloyn Hamre (6:56 p.m.)

**Public Hearing – 6:20 p.m.**

Consider conditional use permit to allow a 2 unit dwelling on parcel 1375 (1116 MacFarlane Rd.)

Mayor Tierney read the Public Hearing Notice aloud and indicated it had been legally published. He asked for the first time if there was anyone present who wished to speak in favor of or in opposition to the proposed Conditional Use Permit (CUP).

Mayor Tierney asked for the second time if there was anyone present who wished to speak in favor of or in opposition to the proposed CUP. Ron Krukeberg, 307 N. Lexington St., DeForest, WI spoke on behalf of David Bourdeau and indicated they support the proposal and would like to move forward with remodeling as soon as possible.

Mayor Tierney asked for the third and final time if there was anyone present who wished to speak in favor of or in opposition to the proposed CUP. Hearing no responses, he declared the Public Hearing closed at 6:26 p.m.

**Public Hearing – 6:25 p.m.**

Consider conditional use permit to operate a health club business on parcel 401 (401 E. Edgewater St.)

Mayor Tierney read the Public Hearing Notice aloud and indicated it had been legally published. He asked for the first time if there was anyone present who wished to speak in favor of or in opposition to the proposed Conditional Use Permit (CUP).

Janelle Schmidke, 323 E. Edgewater St., Portage, WI, commented on the current operation. She said there wasn't a concern with the indoor operations, but there's been disturbing activity outside and in the street. Flipping tires and arguing at 5 a.m. in the morning has caused her unrest.

Mayor Tierney asked for the second time if there was anyone present who wished to speak in favor of or in opposition to the proposed CUP.

Darko Bajevic, 623 Vine St., Wisconsin Dells, WI, introduced himself as the business owner/tenant. He said that when he realized the tire flipping was a disturbance to the neighborhood, the activity ceased. He indicated his business is positive and contributes to the community in other ways such as food drives.

Mayor Tierney asked for the third and final time if there was anyone present who wished to speak in favor of or in opposition to the proposed CUP.

Mike Kvalo, 732 Morningstar Dr., Portage, WI, introduced himself as the building owner and landlord. He indicated the parcel had previously been zoned Industrial and he had used it as such for 12 years. The fitness club is a good, clean tenant with good clientele. He has not personally received any complaints.

Hearing no more responses, Mayor Tierney declared the Public Hearing closed at 6:32 p.m.

### **Regular Meeting – 6:30 p.m.**

- 1. Roll call**
- 2. Approval of minutes from previous meeting**

Motion by Bauman, second by Zirbes to approve the minutes. Motion passed 4 to 0 on call of the roll.

- 3. Discussion and possible action on Conditional Use Permit for David Bourdeau to allow a 2 unit dwelling 1116 MacFarlane Rd.**

Mr. Kruckeberg stated the intent is to leave the upper residential unit in tack and to convert the lower unit into a 3 bedroom, 2 bath residential

dwelling. He indicated the electrical and mechanicals would need to be converted from commercial grade to residential. He said the owner prefers to keep the access onto MacFarlane. There would be a total of 6 parking stalls.

Zirbes said he could go along with the CUP, with the access to MacFarlane being closed. Bauman inquired as to whether there was adequate space for vehicles to turn around on site. Redelings suggested there would be adequate space if one of the parking stalls was eliminated.

Motion by Tierney, second by Redelings to grant the CUP with the understanding the MacFarlane access would be closed and any parking and greenspace requirements would be addressed within one year. Motion passed 4 to 0 on call of the roll.

**4. Discussion and possible action on Conditional Use Permit for Darko Bajevic/Fitness Foundry to operate a health club business on 401 E. Edgewater St.**

Mayor Tireney said he was abstaining from this item due to having a shirttail relationship with the property owner.

Mr. Bajevic indicated the hours of operation are frp, 4:45 a.m. to 6:30 a.m. Monday thru Friday and on Saturday mornings. Indoor activities consist of weight lifting and body building. They stopped flipping tires outside and the only outside activity is running on the sidewalk and along the street.

There's on street parking and 4 on-site parking stalls on the east side of the building. Work out sessions have from 1 to 10 people.

Motion by Zirbes, second by Bauman to approve the CUP for the inside activities except for running outside. Motion passed 3 to 0 with Tierney abstaining.

**5. Discussion and possible action on request for Zoning Amendment - Blau Chiropractic.**

Mr. Blau presented his request from R4 zoning to B1 zoning. He said prior to 2011, the zoning was B1. He would like the ability to add on to the building. Redelings indicated the property is currently legal non-conforming with the Chiropractic office.

Mayor Tierney inquired as to the property's initial use and Mr. Blau responded that it was to be an expansion of the Assisted Living

complex. The Comprehensive Plan lists the existing land use as Commercial.

Mr. Blau mentioned that he has no immediate plans for a building expansion, only for adding more parking space.

Mayor Tierney suggested some more time to do additional research. Mr. Blau was agreeable.

**6. Discussion and possible action on PATHS & Sidewalk Master Plan.**

Redelings presented the map updates and provided a handout (attached) showing many of the issues that need to be addressed.

Mr. Kvalo said it would be nice if paths would extend beyond City limits on old RR ROW. To assist in a safe crossing of Hwy 33, Zirbes thought a tunnel under Hwy 33 at Hwy F might be feasible.

Financing is a major issue in bringing the PATHS vision to fruition. Zirbes felt the utility mechanism made sense. Bauman felt it may be the only reasonable option.

Aldersperson Hamre added that constituents that have already paid assessments need to be compensated if a utility moves forward. Mr. Kvalo said, though he has recently paid a sizeable sidewalk assessment, he would be supportive of the utility.

**7. Adjournment.**

Motion by Redelings, second by Bauman to adjourn. Motion passed 4 to 0 on call of the roll.

The meeting concluded at 7:37 p.m.

Respectfully submitted,  
Robert G. Redelings, City Engineer

**City of Portage**  
**Legislative & Regulatory Committee Meeting**  
**Thursday, December 19, 2013, 6:00 p.m.**  
**City Municipal Building, 115 West Pleasant Street**  
**Conference Room One**  
**Minutes**

Present: Michael G. Oszman, Chairperson; Kenneth A. Ebnetter, Carolyn Hamre

Absent: Martin Havlovic, Frank Miller

Also Present: City Clerk Moe, Deputy Clerk Ness, City Attorney Spankowski, Craig Sauer from Daily Register, Bill Welsh from Cable TV, Neil Shortreed from Sombreros

**1. Roll call**

The meeting was called to order at 6:00 p.m. by Chairperson Oszman.

**2. Approval of minutes from previous meeting**

Motion by Ebnetter, second by Hamre to approve the minutes from the committee meeting of November 21, 2013. Motion carried 3-0 on call of roll.

**3. Discussion and possible recommendation on Sombreros LLC Class B Combination License**

Motion by Hamre, second by Ebnetter to start revocation process if appeal isn't received by January 9, 2014. Motion carried 3-0 on call of roll.

**4. Discussion and possible recommendation on ordinance regarding panhandling**

Detective Hahn and Officer Stenberg reviewed the ordinance. Motion by Hamre, second by Ebnetter to forward to Council ordinance as presented. Motion carried 3-0 on call of roll.

Mayor Tierney arrived 6:15 pm

**5. Discussion and possible recommendation on Floodplain Zoning ordinance revision**

This is a product of the new maps resulting from the 2008 floods. Needs to be approved by DNR and FEMA. Motion by Hamre, second by Ebnetter to recommend moving forward with the process of public hearing. Motion carried 3-0 on call of roll.

**6. Discussion and possible recommendation on revision for ordinance regarding residency for service on city boards, committees or commissions**

Mayor Tierney stated back in the day homeowners and business owners resided in town. Business owners don't all live in the city currently

and the city is cutting themselves short by not including business owners living outside city limits but still looking for the best interest of the city. If state statutes rule how a board or commission needs to be made up, this would still be followed.

Motion by Hamre to recommend to council revision for ordinance regarding residency for service on city boards, committees or commissions, died for lack of second. This item will be taken up next committee meeting when all members are present.

Mayor Tierney left 6:30 pm

**7. Discussion and possible recommendation on repeal of weights and measures ordinance**

There is no equitable way to make sure all required businesses are licensed. Motion by Hamre second by Oszman to recommend to council repeal of weights and measures ordinance.

**8. Update on bow hunting legislation**

City cannot enact an ordinance to prohibit bow hunting in city limits on private property. City can regulate city owned property and ability to shoot from a raised stand. Fee can only be enacted for city owned property.

**9. Adjournment**

Motion by Ebnetter, second by Hamre to adjourn. Motion carried unanimously on call of roll at 6:36 p.m.

Rebecca C. Ness  
Deputy Clerk

**City of Portage**  
**Finance/Administration Committee Meeting**  
**Monday, January 6, 2014 6:00 p.m.**  
**City Municipal Building, 115 West Pleasant Street**  
**Conference Room One**  
**Minutes**

Present: Rick Dodd, Chairperson; Jeff Garetson, Martin Havlovic, Doug Klapper, Rita Maass

Also Present: Bill Welsh, Cable TV; Craig Sauer, Daily Register; City Administrator Shawn Murphy; Finance Director Jean Mohr; Chad Olson, McMahon Engineers/Architects

**1. Roll call**

The meeting was called to order by Rick Dodd at 6:00 p.m.

**2. Approval of minutes from December 9, 2013**

Motion by Maass, second by Klapper to approve the minutes from December 9, 2013. Motion carried 5-0 by a call of roll.

**3. Review and possible recommendation on 2014 Agreement with Columbia County for Hazardous Materials Response Services.**

Administrator Murphy reviewed the above agreement stating that it is similar to the 2013 agreement we had with Columbia County.

Motion by Maass, second by Klapper to recommend the 2014 Agreement with Columbia County for Hazardous Materials Response Services. Motion carried 5-0 on a call of roll.

**4. Review and possible recommendation on Propose Amendment to Contract with McMahon Associates for Design Services on the WWTP Digester Project.**

Administrator Murphy stated that the amendment is to the original contract dated July 17, 2013. After the inspection phase of the program the need for upgrades to comply with current fire protection codes were identified. The above amendment request dated December 19, 2013, is for the design phase services for the NFPA 820 upgrades not to exceed \$41,000 and the bidding phase services not to exceed \$4,000. The actual construction cost of the upgrades is included in the original construction bid of approximately \$1,020,000.

Motion by Maass to recommend the Amendment to Contract with McMahon Associates for Design Services on the WWTP Digester Project not to exceed \$41,000 for the design phase and \$4,000 for the bidding phase; second by Klapper. Motion passed on a 5-0 roll call.

**5. Adjournment**

Motion by Maass, second by Klapper, to adjourn. Motion carried unanimously on a call of roll at 6:13 p.m.

Jean Mohr  
Finance Director

**2014**

**Columbia County**

**Agreement for**

**HAZ-MAT**

**Response Services**

# HAZ-MAT AGREEMENT

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## **COLUMBIA COUNTY AGREEMENT FOR HAZ-MAT RESPONSE SERVICES**

Pursuant to the Local Emergency Planning Committee (hereinafter "LEPC") Plan mandated in Section 323.60, Wis. Stats., the general emergency response requirements in Section 323.14, Wis. Stats., and in consideration of the mutual covenants hereinafter set forth, the County of Columbia, a municipal corporation (hereinafter referred to as the "County") the City of Portage, a municipal corporation (hereinafter referred to as the "City"), and all other municipal corporations within Columbia County which become signatories to this Agreement, (hereinafter referred to as the "Local Units") hereby agree as follows:

### **WITNESSETH:**

**WHEREAS**, the COUNTY, whose address is Columbia County Clerk, 400 DeWitt Street, Portage, Wisconsin 53901, desires to provide fiscal resources for intergovernmental cooperation, pursuant to the LEPC Plan, in order to enhance the regional use of the Portage HAZ-MAT Response Team by the fire districts of Columbia County, and

**WHEREAS**, the LOCAL UNITS will be reimbursing the County certain costs as part of this Agreement to be eligible for HAZ-MAT response services; and

**WHEREAS**, the CITY, whose address is City of Portage Clerk, 115 West Pleasant Street, Portage, Wisconsin 53901, is able and willing to provide such HAZ-MAT response services in accordance with the LEPC Plan and the Pact (attached hereto) upon the request of a member fire district;

**NOW, THEREFORE**, in consideration of the above premises and mutual covenants of the parties hereinafter set forth, including the attached Columbia County Fire Departments' Mutual Aid Pact Agreements, the receipt and sufficiency of which is acknowledged by each party for itself, the COUNTY, the CITY and the LOCAL UNITS do agree as follows:

## **SECTION 1: DEFINITIONS**

1.01: "Assisted Community" means a Local Unit, which has requested the HAZ-MAT Response Team to help with an incident and respond to a location within that municipality's geographic boundaries.

1.02: "Contractor" means an assisted community or its agents, which specifically includes the municipality's fire department or fire department for that municipality's fire district, the municipality's police force or constable, public works employees, other municipal employees, and volunteer workers authorized to assist the fire department and emergency response services.

1.03: "Emergency Response" means activities associated with fire, medical and police, limited initial emergency services and consultation to Fire Districts, which are signatories to the Pact, to protect health, environment, and property from a hazardous substance discharge, which occurs in Columbia County.

1.04: "Hazardous Substance Discharge" means the discharge, release or spill of an extremely hazardous substance included in the list published by the administrator of the U.S. Environmental Protection Agency under 42 U.S.C. 11002 (a)(2) or a hazardous substance as defined under 42 U.S.C. 9601(14) or designated by the administrator of the U.S. Environmental Protection Agency under 42 U.S.C. 9602(a) and in conformity with section 323.60, Wis. Stats., including flammable liquids.

1.05: "Hazardous Substance Incident Response" means the activities undertaken by and authorized by the Emergency Management Director to request of Columbia County Fire Districts for the HAZ-MAT Team to provide adequate emergency response to a hazardous substance discharge.

1.06: Columbia County "HAZ-MAT Response Team" means City of Portage personnel: who have been certified by Portage Fire Department and State of Wisconsin or the National Fire Academy as having successfully completed technician level training; who have the proper knowledge and equipment to perform confinement, initial containment, rescue and control at a HAZ-MAT incident; who can enter a hazardous materials atmosphere in level A protective clothing as defined in 29 CFR Part 1910.120.

1.07: "Level I Response" has the meaning identified in Schedule "A" attached to this agreement.

1.08: "Level II and III Response" has the meaning identified in Schedule "A" attached to the agreement.

1.09: "Level A Release" has the meaning as given in section 323.02(11), Wis. Stats.

1.10: "Level B Release" has the meaning as given in section 323.02(12), Wis. Stats.

1.11: "Local Unit" means a municipal governmental partially or totally located within Columbia County which is a party to this Agreement and whose fire department serving the fire district within which said municipality is located is presently a party to the Columbia County Fire Departments' Mutual Aid Pact.

1.12: "Regional HAZ-MAT Emergency Response Team" means a state designated team contractually bound to provide Level A Release response services to a designated geographic region of the State of Wisconsin pursuant to section 323.70, Wis. Stats.

## **SECTION 2: PURPOSE**

2.01: It is the intended purpose of the parties to:

- A. Comply with the goals of the LEPC Plan for HAZ-MAT emergency response capability through the County and Local Units' financial assistance to the City in order to enable the City to provide HAZ-MAT Team services to participating Fire Districts throughout Columbia County. Such services shall be for emergency response to Level B hazardous substance discharges.
- B. Comply with the requirements of the LEPC Plan for HAZ-MAT emergency response information, training and emergency planning.
- C. Recognize the responsibility of Local Units to participate in training programs and provide support services to assist the HAZ-MAT Response Team.
- D. Upon designation of Portage's HAZ-MAT Response Team as the Columbia County HAZ-MAT Response Team for a designated geographic region, which includes the County of Columbia, pursuant to section 323.70, Wis. Stats., this Agreement shall not address incidents involving Level A Releases and shall exclusively control incidents addressing Level B Releases within Columbia County. The Portage HAZ-MAT Response Team shall serve as the county emergency response team providing assistance upon request to a Level B Release that occurs within Columbia County within the geographic territory of any Local Unit as provided herein.

2.02: However, the parties expressly recognize and attest by this Agreement that neither party intends to create or to assume fiduciary responsibilities to provide for the containment, cleanup, repair, restoration and investigation of the environment (air, land and water) in a Hazardous Substance Incident, which named responsibilities are and shall remain the sole obligations of the Wisconsin Department of Natural Resources under Sections 144.76 and 323.60 (4), Wis. Stats., and as defined in Columbia County Substance Release Code 6.11.

**SECTION 3: TERM**

3.01: The term of this agreement shall be annual and shall be automatically renewable on the 1<sup>st</sup> day of January of each year, unless otherwise agreed in writing by the parties as specified in sections, 7.03 and 7.04 of this Agreement.

3.02: Annual Meeting. Representatives of the County, to include two members of the Executive Committee, the Chairman of the LEPC, and the Emergency Management Division, City Fire Chief or his designee, Administrative Services Coordinator, and the City of Portage Mayor or his designee will meet annually prior to June 1<sup>st</sup> of each year to evaluate the County HAZ-MAT Team.

**SECTION 4: DUTIES OF THE COUNTY**

4.01: Emergency Response Funding

- A. HAZ-MAT Fund. For each calendar year during the term of this Agreement, the County shall provide the City an amount equal of 1/3 of the HAZ-MAT Team’s annual operations and materials budget based on recordable costs for providing services under this agreement from the previous year, not to exceed the sum of \$10,000 annually through a grant for HAZ-MAT team operation from Wisconsin Emergency Management (WEM), within 60 days of receipt of an invoice.
  
- B. Vehicle Replacement. The county is to contribute \$8,725/annum to offset scheduled replacement of HAZ-MAT vehicle. This percentage is based upon the cubic feet of the truck used for HAZ-MAT duties. The County will contribute an additional \$1500.00 annually as a maintenance and upkeep contribution for the HAZ-MAT vehicle. The vehicle is to remain in control and ownership of the City of Portage.
  
- C. Grant Fund Offset. Grant funds received by the City from the County’s LEPC as the County designated HAZ-MAT team may be used to offset the above County contributions. Use of grant funds received by the City as offset to be used without restriction to the City, other than those restrictions provided with the grant.
  
- D. Failure to Fund. The failure of the Columbia County Board of Supervisors to appropriate sufficient funds for any year included in the term of this Agreement to carry out the County’s obligations to the City may terminate this Agreement when funds owed to the City become due, effective sixty (60) days after notice of said termination by the City. Local Units may contribute funds to satisfy this obligation.
  
- E. Training Cost:     \$2000.00

4.02: Emergency Response Planning: In accordance with Superfund Amendments and Reauthorization Act (SARA) of 1986 (PL 99-499) emergency planning and community right-to-know requirements, the County shall continue to carry out the following responsibilities related to hazardous substance emergency planning in conjunction with the City's cooperation, as provided in the LEPC Plan.

- A. Providing information to facilities related to SARA requirements.
- B. Organizing and presenting programs on the SARA requirement and how to complete forms, and developing of contingency plans.
- C. Reviewing facility on-site plans and touring facilities.
- D. Preparing off-site facility emergency plans.
- E. Organizing outreach programs to advise communities about emergency plans and actions they should take in the event of a hazardous materials incident;
- F. Coordinating access to hazardous materials information and plans with the Columbia County Public Safety Communications Center.
- G. Providing public information / access to SARA reports.
- H. Review requests for reimbursements to local agencies for expenses incurred in response to hazardous substance discharges in conformity with section 323.71(5)), Wis. Stats.

4.03: Emergency Response to Hazardous Substance Incidents. In the event the City's resources are determined by the Fire Chief, or his designee, to be inadequate to safely and effectively respond to a request for HAZ-MAT response service, the County shall be responsible to provide additional resources in accordance with the LEPC Plan.

## **SECTION 5: DUTIES OF THE CITY**

### **5.01: Emergency Response to Hazardous Substance Incidents**

- A. Upon request of the Emergency Management Director or a local Incident Commander, whose fire district through its respective Local Unit(s) has executed this Agreement, the City shall provide emergency response to an assisted community for a Level II or III hazardous substance discharge incident.

- B. The City will respond to Level B releases only as defined under subsections 323.02(11) and 323.02(12), Wis. Stats. Upon designation as the County HAZ-MAT Emergency Response Team for a designated geographic region, which includes the County of Columbia only, this agreement shall be controlling to require the City to respond to Level B releases in Columbia County to Local Units requesting assistance.
- C. The City shall provide necessary backups to ensure response capability to Level II and III releases within the County unless emergency conditions within the regular service area of the Portage Fire Department preclude said backup response capability.
- D. In the event the City for any reason, is unable to secure an adequately staffed team to respond to a hazardous discharge incident pursuant to this section, this shall not constitute a breach of this agreement and further, the County shall seek a HAZ-MAT team through mutual aid.

5.02: The City will also permit public safety responders from agencies outside the City to attend hazardous substance first responder training developed by the City.

5.03: Emergency Planning Assistance. The City will assist the County in the emergency planning for facilities in the City by:

- A. Providing fire inspection information to the County to assist in identifying facilities required to report under SARA;
- B. Assisting the Columbia County Local Emergency Planning Committee in organizing and presenting programs for facilities and in neighborhood outreach efforts;
- C. Providing public information / access to SARA reports.

5.04: Personnel. The City agrees to secure all personnel necessary to competently carry out its obligations under this Agreement subject to the conditions set for in section 5.01, and provide any employee benefits, insurance coverage, and workers compensation coverage as required by law.

## **SECTION 6: DUTIES OF LOCAL UNITS**

6.01: Support Services.

- A. Each assisted community shall be responsible to contract for and pay for additional support services to facilitate any requested response involving the HAZ-MAT Response Team. Support Services may include but are not limited to

backhoes, bulldozers, trucks, law enforcement and traffic control, emergency medical services etc.

- B. Each assisted community or its contractors providing support services, who either directly or by its lawfully designated agents requests HAZ-MAT Response Team assistance to any specific incident, shall hereby be required to indemnify and hold harmless the City of Portage for all claims exceeding or not within applicable City insurance policy coverage limits which are not attributable to the HAZ-MAT Response Team's own negligence and to provide comprehensive general liability and automobile liability in the amount of \$3,000,000 combined single limits. In addition, the assisted community and its contractors shall waive any and all claims they may assert against the City arising out of work performed by the HAZ-MAT Response Team at the emergency site except claims involving the City's own negligent acts. Certificate of insurance required.
- C. Failure of the assisted community to provide reasonable, necessary support services shall cause the HAZ-MAT Response Team to be indemnified by Local Unit which requested assistance against all claims exceeding or not within applicable City insurance policy coverage limits arising from that incident.

6.02: Funding. Each assisted community will contribute a pro rata share to reimburse the county for its total county expenditures for hazard services other than grant money.

- A. Columbia County will act as an intermediary between the City of Portage and towns, villages, and cities, which contract for HAZ-MAT services.
- B. Each individual municipality will need to include its share of the HAZ-MAT cost as part of its budget (see Schedule "B"). This cost will not be part of the Columbia County budget.
- C. Columbia County will allocate a total net budget.
  - (a) Allocation will be based on equalized valuation of participating municipalities.
  - (b) Allocation will be completed and billed out in January, after individual contracts have been signed.
- D. The City of Portage will be reimbursed by Columbia County after municipalities have paid the County, or in accordance with Sec. 4.01(A).

## SECTION 7: MISCELLANEOUS

7.01: Losses and Claims:

- A. Pursuant to sec. 895.483(2) Wis. Stats., a county emergency response team and a member of such a team are immune from civil liability for acts or omissions related to carrying out responsibilities pursuant to a designation under 323.61(2m)(e)
- (a) Losses or claims involving personal injury or property damage related to the HAZ-MAT Response Team not attributed to the Team's own negligence exceeding insurance policy limits shall be the responsibility of the assisted community on whose behalf the Team responded as between those two parties.
  - (b) The City will cooperate with the assisted community in seeking reimbursement pursuant to Section 323.71, Wis. Stats., however, the obligations of the municipality or town to pay the City of Portage its expenses and costs shall be an independent obligation and not dependent upon recovery of expenses from responsible parties by the assisted community.

The assisted community will reimburse the City within sixty (60) days of invoice the cost of all material used.

The Fire District and the community requesting HAZ-MAT response (i.e., the assisted community) shall be legally responsible and shall hold harmless the County and City, their employees, officers, officials and agents from third-party actions arising out of performing duty at the scene of a HAZ-MAT incident, unless the claim arises from the HAZ-MAT Response Team's own negligence or the negligence of other City actors. This provision shall not affect any insurance policy coverage provided for these HAZ-MAT response incidents.

- B. Wis. Stats. 895.48(2) Any person is immune from civil liability for his good faith acts or omissions related to assistance or advice, which the person provides

relating to an emergency or a potential emergency regarding either of the following:

- (a) Mitigating or attempting to mitigate the effects of an actual or threatened discharge of a hazardous substance.
- (b) Preventing or cleaning up or attempting to prevent or clean up an actual or threatened discharge of a hazardous substance.
- (c) Any hazardous substances predictor or any person who provides the technology to enable hazardous substance predictions to be made is immune from civil liability for his or her good faith acts or omissions in making that prediction or providing that technology.

- C. **Response Costs Reimbursement.** Columbia County Emergency Management has been designated as the reviewing entity for reimbursements to local agencies for expenses incurred in response to discharges of hazardous substances, as allowed under section 323.71(4), Wis. Stats.. Local agencies seeking reimbursement from a responsible party shall follow Reimbursement Procedures provided by the Columbia County Hazardous Materials Emergency Plan. Local agencies have responsibility to ensure City is paid.
- D. **Insurance Policy.** In order to facilitate the provision of HAZ-MAT emergency response services by the City of Portage to the signatories of this Agreement the City agrees to carry adequate liability protection for the HAZ-MAT Response Team.

7.02: Assignment. None of the parties shall assign or transfer any interest or obligation in this Agreement, whether by assignment or notation, without the prior written consent of all other parties.

7.03: Termination. In the event the County, City or any other indispensable party shall fail to fulfill in timely and proper manner its obligations under this Agreement, the non-breaching parties shall thereupon have the right to terminate this Agreement as to said breaching party by giving a thirty (30) day written notice to the breaching party of such termination and specifying the claimed breach and effective date of termination. The Agreement shall terminate on the specified date of termination at the end of the thirty (30) days notice period as to said party, if the breaching party has not rectified and remedied the purported breach to the satisfaction of the party that gave notice of the breach. Any party may withdraw from this Agreement by giving written notice to all other parties at least thirty (30) days prior to the January 1<sup>st</sup> annual renewal date stating that party's intent to withdraw

from this Agreement. Because the City of Portage is an indispensable party to this Agreement, if the City of Portage withdraws from this Agreement, unless another party is available and willing to provide reasonable, adequate HAZ-MAT emergency response services, this Agreement shall terminate upon the City of Portage's withdrawal. There shall be no other termination or cancellation of this Agreement during its term without prior written consent of the parties.

7.04: Notices, Records, Invoices, Billings, and Reports.

- A. All notices required to be sent by this Agreement shall be deemed delivered as of the date of postmark if deposited in a United States mailbox, with sufficient first class postage attached and addressed as follows, which shall be directly sent to the persons stipulated herein:

- (a) for the City:  
Portage City Clerk  
115 West Pleasant Street  
Portage, Wisconsin 53901

- (b) for the County:  
Columbia County Clerk  
400 DeWitt Street  
Portage, Wisconsin 53901
- (c) for Local Units:  
Office of the City, Village, or Town  
Clerk as provided by the Columbia  
County Clerk

B. It shall be the duty of a party changing its address to notify other parties in writing within a reasonable time.

7.05: No Waiver. No failure to exercise, and no delay in exercising, any right, power or remedy, including payment, hereunder on the part of the City or County shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. A waiver of any covenant, term, or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term, or condition.

7.06: Construction of Agreement.

- A. This Agreement is intended to be solely between the parties hereto. No part of the Agreement shall be construed to add, supplement, amend, abridge, or repeal existing rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.
- B. It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling.
- C. The entire Agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. Any modification by any party to the terms or conditions of this Agreement shall be construed to be a rejection of this Agreement by said party.
- D. There shall be no legally effective Amendment to this Agreement, unless the proposed Amendment is provided as an Addendum, which is approved and executed by all parties who are signatories to this HAZ-MAT Services Agreement.

7.07: Acceptance of Agreement By Local Units. Local Units shall be sent copies of this Agreement executed by the City of Portage and Columbia County bearing the appropriate

signatures. Local Units shall thereupon accept this Agreement by transmitting copies of said Agreement with original signatures from Local Units to both the Clerks of Columbia County and the City of Portage at the addresses provided herein above. Acceptance of this Agreement shall arise upon receipt by certified mail of a copy of this Agreement by the Clerks of Columbia County and City Portage.

There shall be two master copies of the original of this Agreement, individual copies to be maintained in the Offices of the Clerks of the City of Portage and the County of Columbia. The original signature page from a Local Unit transmitting acceptance of this Agreement to the City and the County shall be removed from said copy of the Agreement and attached to the master copy of the Agreement and thereby integrated into the HAZ-MAT Services Agreement.

7.08: Affirmative Action.

A. During the term of this Agreement, the CITY agrees, in accordance with Wisconsin Statutes section 111.321 and Chapter 7 of the Columbia County Code of Ordinance (hereinafter referred to as "Chapter 7"), not to discriminate against any person, whether an applicant for or recipient of services, an employee or an applicant for employment, on the basis of race, religion (except as permitted under section 111.337, Wis. Stats.), marital status (except as permitted under section 111.345, Wis. Stats.), physical appearance, development disability as defined in section 51.01(5), Wis. Stats., ancestry, arrest record or conviction record (except as permitted under section 111.335, Wis. Stats.), or membership in the National Guard State Defense Force or any reserve component of the military forces of the United States or this State. This provision shall be applied but not limited to, the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, including apprenticeships, rates of pay or any other form of compensation. The CITY further agrees to take affirmative action to ensure equal employment opportunities. The CITY agrees to post in a conspicuous place available for employees and applicants for employment, notices setting forth the provisions of this agreement as they relate to affirmative action and non-discrimination.

By execution of the foregoing agreement Columbia County and the City of Portage acknowledge and incorporate the addenda contracts of the cities, towns, and villages in Columbia County, which are contractual parties to the City / County Hazmat agreement and are listed on Schedule B.

IN WITNESS WHEREOF, the parties have executed this Agreement and its Schedules as the day and date set forth above by their duly authorized officers.

**COUNTY OF COLUMBIA**

By: \_\_\_\_\_  
County Board Chairman

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
County Clerk

**CITY OF PORTAGE**

By: \_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
City Clerk

**SCHEDULE "A"**  
**PORTAGE FIRE DEPARTMENT HAZ-MAT RESPONSE PROCEDURE**  
**FOR COLUMBIA COUNTY**

**LEVEL I RESPONSE**

Minor Incidents including:

- A. Car leaking gasoline
- B. Electrical problems and wires down
- C. Gas odor in residence
- E. Incidents where flammable liquid can be cleaned up

A. Portage Fire Department (PFD not notified)

**LEVEL II AND III RESPONSE**

A. Local Incident Commander may request PFD HAZ-MAT response using following guidelines

- 1. Incidents beyond Level I.
- 2. Chemical or flammable leaks or spills.
- 3. Fires involving hazardous materials.
- 4. Abandoned containers or spills that are suspected to be hazardous materials or waste.
- 5. Incidents that threaten human life or environment.

A. Dispatch Procedure for Any Response: "911"  
(Columbia County Emergency Telephone Network)

Dispatch:

- 1. Notify Shift Commander.
- 2. Portage Fire HAZ-MAT Response team.
- 3. Notify Columbia County Emergency Management Duty Officer of the incident.
- 4. Department of Natural Resources.

PORTAGE FIRE DEPARTMENT  
HAZARDOUS MATERIAL RESPONSE TEAM (HMRT) PROCEDURES

Upon arrival at scene, HMRT Leader will confer with Local Incident Commander. The HMRT Leader will then determine what actions his/her personnel will take and if more personnel are needed at the scene. The HMRT personnel will operate according to established Portage Fire Department procedures, under the direct supervision of the HMRT Leader. The City's Responding Chief Officer will act as liaison between HMRT Leader and Local Incident Commander. If there is a disagreement between HMRT Leader and Local Incident Commander on action to be taken, the Responding Chief Officer may cease Portage HMRT operations if potential safety hazard to HMRT personnel exists. In other cases, HMRT Unit will remain at scene until it is agreed between HMRT Leader and Local Incident Commander, that Portage Fire Department services are no longer needed.

# Proposal Agreement For Professional Engineering Services

## Wastewater Digester Mixing Design & Bidding Services

Prepared For The

**CITY OF PORTAGE**  
COLUMBIA COUNTY, WISCONSIN

Prepared By  
**McMAHON**

REVISED: DECEMBER 19, 2013

REVISED: NOVEMBER 21, 2013

ORIGINAL: JULY 17, 2013

McM. No. M0032-930001.00

Based upon our understanding of the project and the Scope Of Services provided in the Request For Proposals (RFP), McMAHON offers the following revised Scope of Services for Design and Bidding Phase Services for the City of Portage Wastewater Digester Mixing project.

We intend to perform this project as a Team with the City of Portage staff. No one understands the operation and complexity of the Wastewater Treatment Facility better than the Plant Staff themselves. Their input will be critical for a successful project. Our Team understands this, and will work closely with Plant Staff to ensure the needs of the City of Portage are adequately met.

### 1. Revised Scope Of Services

#### 1.1 Design Phase Services

- Participate in a project Kick-Off Meeting with the City to review the following:
  - ▶ Project Scope, Schedule and deliverables.
  - ▶ Pumped recirculation mixing equipment and building spaces.
  - ▶ Conduct field measurements of the existing affected facilities.
  - ▶ Develop communication protocol with the City.
- Evaluate the Digester Building space to determine whether the affected spaces require Heating, Ventilation and Air Conditioning (HVAC), structural, or electrical modifications according to NFPA 820 standards. Prepare Memorandum summarizing findings, and submit to the City.

REVISED December 19, 2013 | Proposal Agreement For Professional Engineering Services

## 1. Revised Scope Of Services (continued)

### 1.1 Design Phase Services (continued)

- Provide preliminary layout drawings of the new Digester Mixing System, and review with the City.
- Specify project staging, including emptying, land applying and cleaning the East Digester, along with transferring the contents of the West Digester to the East Digester and cleaning the West Digester.
- Prepare a brief Engineering Report presenting the Digester Mixing Plan. Submit a Draft Report to the City for review, and attend one meeting. Incorporate the City's comments, as appropriate, and submit a Final Report to the City of Wisconsin Department Of Natural Resources (DNR). Three 'hard' copies and one electronic document file (.pdf) of both the Draft and Final Report will be provided.
- Prepare Bidding Documents using Engineers Joint Contract Documents Committee (EJCDC) C-700 - *Standard General Conditions Of The Construction Contract, 2007 Edition*, including developing a suggested construction sequence, Technical Specifications and Drawings for the recommended digester mixing facilities.
- Submit preliminary Bidding Documents to the City for review and input.
- Prepare a Pre-Bid Opinion Of Probable Construction Cost for the project, and submit to the City.
- Meet with the City to review the Draft Bidding Documents, incorporate review comments, as appropriate, and submit two copies of the Final Bidding Documents to the City.
- Submit Drawings and Specifications to the DNR for approval.
- Respond to DNR comments on the Engineering Report and Bidding Documents, and provide input on the DNR's project notice, as needed.

#### 1.1.1. Additional Scope Items:

The Digester Mixing Project will include the following additional items to be included in the Plans and Specifications:

- ▶ Replacement of existing belt press feed pumps with new pumps.
- ▶ Construction of a new Electrical Room within the Digester Control Room to house the Motor Control Center (MCC), switchgear and controls.
- ▶ Installation of a new MCC to replace the existing MCC.
- ▶ Relocation or installation of a new electrical panelboard, transformers, and other electrical equipment on the interior block wall adjacent to the existing MCC.
- ▶ Demolition of the existing HVAC equipment for the Digester Building, and installation of new HVAC equipment. New equipment will be designed to provide 12 air changes per hour in the Digester Control Room.
- ▶ Provide new gas detection equipment in the Digester Control Room.
- ▶ Replace ODP motors on hot water pumps with TEFC motors.
- ▶ Installation of new flame arrestor banks and insulating blankets for the cover pressure/vacuum relief valves.

# 1. Revised Scope Of Services (continued)

## 1.2 Bidding Phase Services

- ▶ Provide new digester cover level indicators with transmitters.
- ▶ Replace biogas hoses on covers.
- ▶ Replace four plug valves in the Digester Control Room.
- ▶ Open mechanical piping to allow for inspection. Include allowance or separate bid item for removing struvite in piping, if encountered.
- Prepare Advertisement for Public Bidding.
- Submit Advertisement For Bids to City for publishing.
- Distribute Bidding Documents on-line via Quest CDN.
- Respond to questions that may arise during Bidding.
- Issue Addenda via Quest CDN, as required.
- Attend Public Bid Opening at City of Portage offices.
- Prepare Bid Tabulation.
- Provide a Letter of Recommendation of Award.
- Assist the City in the award of the Construction Contract.

## 2. Items Not Included in the Scope of Services

The following items are not included in the Scope of Services, although they can be provided for an additional fee:

- ~~2.1 HVAC, structural or electrical modifications required to meet NFPA 820 requirements.~~
- 2.2 Analytical data testing of biosolids in digesters.
- 2.3 Services related to Supervisory Control & Data Acquisition (SCADA) integration. McMAHON will develop a scope for integration in the Construction Documents for the Contractor to provide.
- 2.4 Biogas piping and safety equipment improvements beyond that required for demolition of the existing gas mixing system.
- 2.5 Construction services.

### 3. Responsibilities Of The City Of Portage

The Scope of Services and fee are based upon the understanding that the City of Portage will provide the following:

- 3.1 A person authorized to act as the City of Portage's representative to accept completed work and provide appropriate liaison.
- 3.2 Costs associated with analytical testing, if required.
- 3.3 Payment of fees associated with Bid Advertisement or Public Notices.
- 3.4 Access to site.
- 3.5 Submittal fees, if required.

### 4. Revised Project Schedule

McMAHON is ready to start this project immediately upon award of Contract. We anticipate having the design complete and ready for bid in February 2014.

### 5. Revised Compensation

McMAHON proposes to provide the Scope of Services described in this Proposal for a Wastewater Digester Mixing System for the following fees:

- Wastewater Digester Mixing - Design Phase Services..... \$41,000 T&E / Not To Exceed
- Wastewater Digester Mixing - Bidding Phase Services..... \$4,000 T&E / Not To Exceed

T&E = Time & Expense

~~The attached Figure 5-1 and Figure 5-2 summarize our anticipated time commitment, organized by Team Member for each task described in our Scope Of Services.~~

The City of Portage will be invoiced on a Time & Expense basis in accordance with the Fee Schedule and Reimbursable Expenses Schedule in effect at the time services are provided. Copies of the current Schedules are attached for reference.

All services will be provided in accordance with our General Terms & Conditions, dated January 17, 2013, which are incorporated into this Proposal by reference.

The City of Portage agrees that the Statement of Understanding, Scope of Services and Compensation sections contained in this Proposal, pertaining to this project or any addendum thereto, are considered confidential and proprietary, and shall not be released or otherwise made available to any third party, prior to the acceptance of this Proposal, without the expressed written consent of the McMahon Group of Companies.

**City of Portage  
Human Resources Committee Meeting  
Tuesday, January 7, 2014, 6:30 p.m.  
Municipal Building, Conference Room Two  
Minutes**

Present: Bill Tierney, Chairperson, Rick Dodd, Jeff Garetson, Rita Maass and Frank Miller. Excused: Mike Oszman.

Also Present: City Administrator Shawn Murphy and Craig Sauer, Portage Daily Register.

**1. Roll call**

The meeting was called to order by Mayor Tierney at 6:59 pm.

**2. Approval of minutes from previous meeting.**

Motion by Dodd, second by Garetson to approve minutes from the November 19, 2013 meeting. Motion carried unanimously on call of roll.

**3. Motion to convene to Closed Session per Chap. 19.85(1)(c) to discuss and provide possible recommendation on proposed contract with IAFF Local No. 2775 and Teamsters Local No. 695 and review employee performance evaluation(s).**

Motion by Dodd, second by Garetson to convene to Closed Session per Chap. 19.85(1)(c) to discuss and provide possible recommendation on proposed contract with IAFF Local No. 2775 and Teamsters Local No. 695 and review employee performance evaluation(s). Motion carried unanimously on call of roll at 7:04 pm.

**4. Reconvene to Open session for possible recommendation on item(s) discussed in closed session.**

Motion by Dodd, second by Garetson to reconvene to open session for possible recommendation on item(s) discussed in closed session. Motion carried unanimously on call of roll at 8:48 pm.

Motion by Miller, second by Dodd to recommend approval of proposed 2014 Agreement with the Teamsters Local No. 695 with modification Art. 6. Sect 2 Shift Premium to indicate no shift premium if employee takes lunch break. Motion carried 5-0 with Maass abstaining on call of roll.

Motion by Dodd, second by Maass to recommend approval of proposed 2014-2015 Agreement with the IAFF Local 2775. Motion carried unanimously on call of the roll.

**5. Discussion and Possible recommendation on Revised Position Description and application for Building & Grounds Maintenance Position.**

Murphy presented a draft position description for the aforementioned position. Motion by Dodd, second by Garetson to recommend approval of the description as presented. Motion carried unanimously on call of roll.

Murphy presented a memo summarizing results of interviews and recommendation for hiring Joseph Sadlon. Motion by Dodd, second by Maass to recommend hiring Sadlon pursuant to the terms outlined in the memo by Administrator Murphy dated 1/7/2014. Motion carried unanimously on call of the roll.

**6. Review and Discussion of proposed performance evaluation format for City Administrator.**

Mayor Tierney distributed a draft evaluation form using the 360 format. Several modifications to the form were discussed which the Mayor will incorporate and distribute. The intent is to circulate the form to approximately 20 individuals and present a summary of results to the Committee.

**7. Adjournment**

Motion by Garetson, second by Miller to adjourn the meeting at 9:07 pm. Motion carried unanimously on call of roll.

Respectfully submitted,

Shawn M. Murphy, City Administrator

**LABOR AGREEMENT**  
**BETWEEN**  
**THE CITY OF PORTAGE**  
**(FIRE DEPARTMENT)**  
**AND**  
**INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS UNION**  
**LOCAL NO. 2775**  
**(AFFILIATED WITH AFL-CIO-CLC UNIONS)**  
**(FOR THE YEARS 2014-2015)**

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## AGREEMENT

### ARTICLE I. PARTIES AND RECOGNITION

Section 1. Parties: This Agreement made and entered into on the date hereinafter set forth, by and between the CITY OF PORTAGE, hereinafter referred to as the "EMPLOYER," and I.A.F.F. UNION LOCAL NO. 2775, AFL-CIO, hereinafter referred to as the "UNION."

Section 2. Recognition: The City of Portage as of July 24<sup>th</sup>, 1980, hereby agrees to recognize I.A.F.F. Union No. 2775, as the sole and exclusive collective bargaining representative for hours, wages and conditions of employment for all full time firefighters.

### ARTICLE II. MANAGEMENT RIGHTS

The Employer shall have the sole and exclusive right to determine the number of employees to be employed, the duties of each of those employees, the nature and place of their work, and all other matters pertaining to the management and operation of the City of Portage. This shall include the hiring, promoting, transferring, demoting, suspending or discharging of any employee as circumstances warrant. This shall include the right to assign and direct employees to schedules of work, to pass upon the efficiency and capabilities of employees, and to establish and enforce reasonable work rules and regulations.

All functions of management not specifically granted to the Union or employees in this Agreement are retained by the Employer.

Provisions of this section shall not be used to discriminate against employees.

### ARTICLE III. ADMINISTRATIVE DETAIL

#### Section 1. Pay Cycle and Pay Day:

- A. Pay Cycle: The City maintains a standard bi-weekly, 14 calendar day payroll cycle beginning at 12:01 a.m. Sunday through midnight of the fourteenth day following.
- B. Pay Day: Payroll checks will be issued on the Friday following the end of the pay cycle.
- C. Pay Distribution: For employees working a twenty-four (24) hour shift, base wages will be distributed in equal bi-weekly increments of 112 hours. Employees working a standard forty (40) hour week will be paid for all hours worked; inclusive of leave time, overtime, and holiday pay; within a 14-day pay cycle.

Section 2. Rules and Regulations: The Employer shall establish reasonable rules and regulations (City of Portage Personnel Policies and Procedures) and all employees shall be provided with a copy.

Section 3. Records: Employees shall be given reasonable access to their personnel file in accordance with Section 1.5 of the City of Portage Personnel Policies and Procedures.

Section 4. Union Representative: The Representative of the Union shall have reasonable access at all times during working hours to the offices where employees are stationed, provided that the room is not in use and provided that the Representative shall not, at any time, interfere with employees or interrupt their work.

The Representative shall contact the Fire Chief in advance of any visit whenever possible.

The Union shall have the right to post notices regarding meetings pertaining to Union affairs in the Employee Lounge.

Section 5. Fair Share, Check Off and Liability: Membership in the Union is not compulsory. An employee may join the Union and maintain membership therein consistent with its constitution and by-laws. No employee will be denied membership because of race, color, creed or sex. This Article is subject to the duty of the Wisconsin Employment Relations Commission to suspend the application of this Article whenever the Commission finds that the Union has denied an employee membership because of race, color, creed or sex.

The Union will represent all of the employees in the bargaining unit, members and non-members, fairly and equally and therefore all employees shall pay their proportionate share of the costs of the collective bargaining process and contract administration by paying an amount to the Union equivalent to the uniform dues required of members of the Union.

Check Off: The Employer agrees to deduct the amount of dues certified by the Union as the amount uniformly required of its members from the earnings of the employees affected by this Agreement and pay the amount so deducted to the Union at the time the first payroll check of the month is issued.

Liability: The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits and other forms of liability which may arise out of any action taken or not taken by the Employer for the purpose of complying with the provisions of this Article.

## ARTICLE IV. ABSENCES

Section 1. Sick Leave: A total of one hundred forty-four (144) hours shall be granted per year at the rate of twelve (12) hours per month. Unused sick leave to be accumulated to an unlimited amount. Employees working a forty (40) hour week shall accrue sick leave at a rate of eight (8) hours per month.

Sick leave shall cover only necessary absences from duty because of personal illness or bodily injury. Orders by a health authority to remain off duty are included.

In order to be eligible for sick leave with pay, the employee shall:

1. Report the reason for absence from work no later than two (2) hours before normal report time, if possible.
2. Keep the Employer informed as to employee's condition.
3. Permit the Employer to make such medical inquiry or visit as the Employer may deem necessary.

Sick leave shall not result in the loss of seniority rights.

The accrual of sick leave and vacation benefits shall continue during the period of convalescence. Employees shall be allowed sick leave if they become ill while on vacation, provided they notify the Fire Chief immediately of such illness. (A doctor's certificate or other evidence to support the illness claim may be required.)

Employees who qualify for retirement under the Wisconsin Retirement Plan and who do retire shall be entitled to payment for eighty-five percent (85%) of unused sick leave, up to a maximum of one thousand five hundred sixty (1,560) hours. Individuals employed after January 1, 2008 shall be entitled to payment for eighty-five (85%) of unused sick leave, up to a maximum of one thousand fifty (1050) hours. This shall be computed on the employee's current rate of pay at the time of retirement except for all employees that begin employment January 1, 2008 or thereafter; for those employees unused sick leave days that accrue for post retirement health insurance benefits shall be paid at the rate at which the employee was paid at the time they were earned. This amount shall be retained by the City and paid toward the retired employee's or surviving spouse's health insurance.

### Section 2. Funeral Leave:

Effective upon the signing of this agreement:

Subsection 1. When absence from duty is considered necessary because of a death in the immediate family, up to twenty-four (24) hours with pay shall be allowed for shift employees and three (3) days for employees working a forty (40) hour week. The

immediate family shall include the employee's spouse and children or stepchildren, grandchildren, mother, father, brother and sister of the employee and/or his spouse, mother-in-law, father-in-law, grandparents, and the step relations of the stated relationship.

Subsection 2. On-duty firefighters may attend a visitation and/or funeral without using compensation or vacation time, as long as the visitation and/or funeral meet the following criteria:

1. The Portage Fire Dept. members (as a group) are attending the visitation and/or funeral representing the department.
2. Access to an emergency vehicle is readily available for an emergency response from the visitation/funeral site.

Section 3. Immediate Family Illness: Leave with pay may be granted for an unexpected and serious illness such as a call away from work to retrieve a sick or injured child from school or notification of a sudden illness of an immediate family member while at work, as defined in Section 2, upon approval of the Department Head or his designee. Grant of said leave with pay shall be limited to a maximum annual cumulative total of forty-eight (48) hours for employees working a 24/48 shift and three (3) days for employees working a forty (40) hour week. Additional leave without pay may be taken in accordance with the provisions of the Family and Medical Leave Act (FMLA).

Section 4. Military Leave: Military leave for attendance at duly ordered military schools or camps of instruction or for within state emergency activation duty shall be considered as an approved employee leave of absence and not as leave that must be taken as vacation.

Military leave shall not exceed fourteen (14) consecutive days in a one (1) year period and shall not apply when an employee is fulfilling long-term duty assignments. Affected employees though, shall be entitled to a supplement payment of the difference between their regular compensation and the military pay for the first consecutive ten (10) days of any such leave.

Section 5. Leave of Absence: Procedure – Employees shall make written applications for leaves to the Employer and shall, except in the case of illness or injury, make application thirty (30) days prior to the desired starting date of the leave. This leave of absence clause does not apply to Family and Medical Leave, which is covered separately in the City of Portage Personnel Policies and Procedures.

A leave of absence without pay may be granted for a period not to exceed ninety (90) consecutive days subject to prior approval by the Fire Chief and Mayor. An employee requesting an extended leave shall submit a written request to the Fire Chief stating the reason(s) for the leave, the date the leave is to begin and the date the

employee will return. The Fire Chief shall present the employee's request along with his recommendation to the Mayor for consideration and final action. Employees granted an extended leave may continue health and dental insurance coverages during this period provided the employee reimburses the City for the insurance premiums in advance.

Section 6. Jury Duty: Full-time employees who are called to jury duty shall receive full salary during the hours of their absences for jury duty, provided that the employee shall remit to the City an amount equal to the compensation paid to him for such jury service no later than the close of the pay period following receipt of such compensation and the employee shall also attach the summons for jury duty to the payroll time card. Employees shall notify their department head immediately upon receipt of the summons for jury duty.

## ARTICLE V. RETIREMENT AND INSURANCE

Section 1. Wisconsin Retirement Fund: Each employee shall be required to participate in the Wisconsin Retirement Fund. Effective as of the fourteenth (14<sup>th</sup>) pay period of 2014, employees shall pay an additional one percent (1.0%), for a total of three percent (3.0%) of the required WRS contribution (Employer + Employee share), and the Employer shall pay the balance. Effective the fourteenth (14<sup>th</sup>) pay period of 2015, employees shall pay an additional one percent (1.0%), for a total of four percent (4.0%) of the required WRS contribution (Employer + Employee share), and the Employer shall pay the balance. Employees hired by the Employer after July 1, 2011, who were not previously employed by the Employer in any capacity, shall pay the employee's required contribution as determined by the WRS pursuant to Wisconsin Statutes.

### Section 2. Group Hospital, Surgical, Dental and Major Medical Insurance:

(a.) Employees shall be provided the option to choose a group health insurance plan from among the standard plan and alternative plans offered by the Wisconsin Public Employers' Group Health Insurance Board in the Employer's service area. The Employer shall reserve the right to change carriers, provided however that the level of benefits is equivalent to or greater than the existing level of benefits. Mutual agreement of the Union and Employer is required in order to switch to a policy which contains a lesser level of benefits when the policy is considered as a whole. The Employer shall not refuse to switch to a policy with lesser benefits without good reason.

Effective the first (1<sup>st</sup>) pay period of 2014, the Employer agrees to pay eighty-nine percent (89.0%) of the gross premium of the alternative or standard health insurance plan that is the least costly qualified plan within the service area. The Employee shall pay eleven percent (11.0%). Effective the fourteenth (14<sup>th</sup>) pay period of 2014, the Employer agrees to pay eighty-eight percent (88.0%) of the gross premium of the alternative or standard health insurance plan that is the least costly qualified plan within the service area. The Employee shall pay twelve percent (12.0%). Should the employee select coverage under a plan with a premium in excess of that which is provided for

herein, the employee shall be responsible to pay the full amount of the excess portion of said premium.

A retiree or surviving spouse may continue this group coverage at no cost to the Employer.

(b.) The Employer will pay up to Four Hundred Eighty Dollars (\$480.00) per year toward a dental insurance premium, but not more than the actual premium. The Employer will make available expanded dental coverage as an employee option and at the sole expense of the employee. However, in the event that expanded benefits are contingent upon a fixed percentage participation rate among all insured employees and that rate cannot be achieved; the Employer shall not be obligated to honor this commitment.

(c.) The City shall pay for AIDS testing when an employee has probable cause to believe such test is necessary as a result of a work related incident.

(d.) A representative of L-2775 shall be afforded the opportunity to serve as a member of any committee created by the city for the purposes of discussions on health care for city employees.

Section 3. Group Life Insurance: Group life insurance is provided for those employees eligible for participation in the Wisconsin Retirement Fund. The amount of insurance is based upon annual earnings rounded off to the highest \$1,000.00 amount.

The entire cost of basic life insurance as described above is paid by the Employer. Additional insurance is available at the employee's expense.

Section 4. Worker's Compensation: Medical expense and wage loss is covered by Worker's Compensation Insurance for all employees who suffer an injury or illness as a result of their employment by the City of Portage.

In addition to the preceding, all employees (other than those who have worked less than six (6) months or those hired on a part-time or seasonal basis), who suffer a temporary partial or temporary total disability have the option to use accrued leave of their choice to supplement the Worker's Compensation payments in order to achieve full pay during the time they are covered by Worker's Compensation. This supplement, when added to the Worker's Compensation time loss payments shall equal but not exceed normal wages during the period of disability. All work related injuries must be reported to the Fire Chief and City Clerk within forty-eight (48) hours.

## ARTICLE VI. COMPENSATION

### Section 1. Wages / Salary Schedule:

Any adjustment to the Wage/Salary Schedule (including current and future longevity steps) due to take place on January 1 of any following year shall become effective on the date that the new payroll cycle begins for that year.

Effective the first pay period of 2014, increase the January 1, 2013 wage rates by two percent (2.0%) as follows:

Position	Hire	6 Mnths	12 Mnths	2 Yrs	5 Yrs	10 Yrs	15 Yrs	20 Yrs
Captain - Hourly	\$16.59	\$17.20	\$17.41	\$18.13	\$18.31	\$18.57	\$18.98	\$19.06
Annual*	\$48,296.10	\$50,078.25	\$50,702.00	\$52,781.16	\$53,315.81	\$54,088.07	\$55,276.17	\$55,513.79
Lieutenant-Hourly	\$15.86	\$16.48	\$16.82	\$17.40	\$17.57	\$17.85	\$18.29	\$18.38
Annual*	\$46,187.23	\$47,999.08	\$48,979.26	\$50,672.29	\$51,177.24	\$51,979.20	\$53,256.40	\$53,523.72
Engineer-Hourly	\$15.14	\$15.73	\$16.24	\$16.60	\$16.75	\$17.41	\$17.49	\$17.56
Annual*	\$44,078.36	\$45,801.10	\$47,286.22	\$48,325.80	\$48,771.34	\$50,702.00	\$50,939.62	\$51,147.53
Inspector/Engineer	\$21.60	\$22.14	\$22.65	\$23.16	\$23.38	\$23.80	\$24.43	\$24.54
Annual*	\$44,935.49	\$46,059.94	\$47,120.74	\$48,181.54	\$48,627.07	\$49,496.93	\$50,812.32	\$51,045.70

\*Annual amounts (Hourly Rate x 2912 hours for all position except Inspector/Engineer which is 2080 hours x Hourly Rate) are provided for informational purposes only and are not intended to imply a guarantee of an annual salary or compensation or portion thereof.

Effective the first pay period of 2015, increase the January 1, 2014 wage rates by two percent (2.0%) as follows:

Position	Hire	6 Mnths	12 Mnths	2 Yrs	5 Yrs	10 Yrs	15 Yrs	20 Yrs
Captain - Hourly	\$16.92	\$17.54	\$17.76	\$18.49	\$18.68	\$18.95	\$19.36	\$19.45
Annual*	\$49,262.02	\$51,079.81	\$51,716.04	\$53,836.79	\$54,382.12	\$55,169.83	\$56,381.69	\$56,624.06
Lieutenant-Hourly	\$16.18	\$16.81	\$17.16	\$17.75	\$17.93	\$18.21	\$18.65	\$18.75
Annual*	\$47,110.98	\$48,959.06	\$49,958.84	\$51,685.74	\$52,200.78	\$53,018.78	\$54,321.53	\$54,594.20
Engineer-Hourly	\$15.44	\$16.04	\$16.56	\$16.93	\$17.08	\$17.76	\$17.84	\$17.92
Annual*	\$44,959.93	\$46,717.12	\$48,231.95	\$49,292.32	\$49,746.77	\$51,716.04	\$51,958.41	\$52,170.48
Inspector/Engineer	\$22.04	\$22.59	\$23.11	\$23.63	\$23.85	\$24.27	\$24.92	\$25.03
Annual*	\$45,834.20	\$46,981.13	\$48,063.15	\$49,145.17	\$49,599.61	\$50,486.87	\$51,828.57	\$52,066.61

\*Annual amounts (Hourly Rate x 2912 hours for all position except Inspector/Engineer which is 2080 hours x Hourly Rate) are provided for informational purposes only and are not intended to imply a guarantee of an annual salary or compensation or portion thereof.

**Section 2. Flexible Benefit Program:** The Employer will offer employees a section 125K Flexible Spending Accounts Program for health care and dependent care reimbursement account options. All monthly contributions required of the employee for medical and / or dental insurance plan coverage(s) shall automatically be subject to the 125K Plan unless the Employee requests a waiver.

## ARTICLE VII. HOLIDAYS

**Section 1.** All full time employees shall be granted the following eleven (11) holidays with additional pay: New Year's Eve Day, New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve Day,

Christmas Day and two (2) floating holidays of the employee's choice, which must be approved by the Fire Chief in advance.

Pay for holidays shall be the regular hourly base pay times twenty-four (24) hours equals one (1) day of holiday pay. An employee may elect to take 12 hours off in lieu of receiving one day of holiday pay up to a maximum of 5 ½ days off in the calendar year. The extra time off must be approved in advance by the Fire Chief, however, the approval shall be denied if it shall cause the scheduling of overtime. Approval will not be unreasonably withheld. If time off is requested in lieu of pay, it may not be changed. The time must be used in the calendar year the holiday falls.

Employees working forty (40) hour work weeks will receive eleven (11) eight (8) hour holidays.

Section 2. Employees shall be paid time and one-half (1 ½) for all hours worked on a named holiday, in addition to holiday pay or time off in lieu thereof as provided in Section 1.

## ARTICLE VIII. HOURS OF EMPLOYMENT

Section 1. Normal Work Schedule: In compliance with the Fair Labor Standards Act, effective July 1, 1994, the City of Portage declares a work period of twenty-seven (27) days. The work schedule will be one (1) day on, two (2) days off, seven o'clock A.M. starting time. A, B, and C shifts will be chosen by seniority. D shift will be required to fill in as needed, but will not exceed fifty-six (56) hours per week unless mutually agreeable.

In making the schedules for twenty-four (24) hour shift employees, an attempt will be made to keep employees on regular shifts and to schedule twenty-four (24) hours off between shifts whenever possible. The regular schedule will be made yearly and posted one (1) month in advance. In making assignments to shifts, the employee's preference will be considered by seniority on an annual basis.

The employees shall respond to recall to work outside their regularly scheduled hours by the Fire Chief or his designee. A minimum of one hour each for four (4) men at the overtime rate shall be granted for any recall, excepting that this provision shall not apply to hours worked consecutively prior to or subsequent to the employee's regularly schedule job hours.

Effective upon ratification of this 2011-2013 Agreement, off-duty employees, responding to a recall-to-work page, who are cancelled within six minutes of the original page for recall-to-work or who have not left the fire station on a designated fire department vehicle, shall not receive any pay.

Employees working forty (40) hour shifts will generally work Monday through Friday, 0800 to 1600 hours. However, the Fire Chief will have complete flexibility in

scheduling forty (40) hour work week employees as department needs arise including for open shifts and overtime shifts. Open shifts shall be defined as those absences listed in Article IV: sick leave, funeral leave, immediate family illness, military leave, leave of absence, jury duty and Family Medical Leave Act leave.

Section 2. Work reduction days are days off, with compensation, authorized for employees with a twenty-four (24) hour duty shift. The effect of work reduction days is to reduce the average work week to 52.76 hours effective July 1, 1994, and thereafter, and the basic work year to 2,744 hours. Work reduction days are intended to secure compliance with the standards prescribed by the Federal Fair Labor Standards Act (FLSA) and the implementing regulations prescribed by the Department of Labor relating to the length of the work week for employees within the fire service.

On January 1<sup>st</sup> of 1995 and each year thereafter, an FLSA subaccount within the compensatory time account on each twenty-four (24) hour shift employee will be credited with 168 hours in work reduction / compensatory time. Compensatory time, credited in this manner will be distributed and taken during the course of the subsequent calendar year as seven (7) work reduction days, consisting of seven (7) periods of twenty-four (24) hours each.

Within each FLSA work period, prescribed by Department order, a twenty-four (24) hour shift employee may work a greater number of scheduled work hours than authorized by FLSA regulations, relating to overtime. Any overtime compensation to which an employee may be entitled under this circumstance shall be taken as, applied to and satisfied by the 168 hours of work reduction / compensatory time, credited as of January 1<sup>st</sup> of each year.

The City shall ensure that the D shift engineer is compensated at the rate of one and one-half (1-1/2) times for scheduled hours worked above 2744 between January 1 and December 31 of any given calendar year. These hours will be paid by separate check with the first paycheck issued in December.

At the time an employee has been approved for leaves in excess of twenty-one (21) days as listed under Article IV and is unfit to return to duty for any reason, the 168 hours of work reduction/compensatory time credited as of January 1 of each year and is normally considered to have been accrued by the employee at the rate of fourteen (14) hours per month (0.46 hours per day) shall not be credited or accrued during the entire leave duration. Upon returning from leave the employee shall resume accruing work reduction/compensatory time at the rate of fourteen (14) hours per month (0.46 hrs per day). If an employee is approved for said leave in excess of 21 days and has already expended all accrued work reduction/compensatory time, the employee may elect to use accrued vacation, sick or holiday hours to reimburse the employer for all work reduction/compensatory hours they were not entitled to from the first day of the leave until the first day an employee is deemed fit to return to duty.

Any balance of the 168 credited hours of work reduction / compensatory time at the end of each calendar year will not be available for compensation.

At the time an employee leaves the service of the City for any reason, the 168 hours of work reduction / compensatory time credited as of January 1 of each year, shall be considered to have been accrued by the employee at the rate of fourteen (14) hours per month. Upon leaving the service of the City, an employee shall be paid at straight time for accrued work reduction days which have not been taken. An employee who shall have taken work reduction days which have not been accrued and as to which FLSA overtime hours have not been applied, shall have payment for such work reduction days deducted from the employee's final pay upon termination of employment.

Employees working forty (40) hour weeks, (eight (8) hour shifts), that must work shift work in excess of forty (40) hours per week (excluding emergency responses) due to emergency situations, will be paid at the time and one half rate as the Engineer rate as per the time and grade schedule as indicated in Article VI, Section 1 – Wages.

When recalled on a holiday, employees will receive compensation at the double time rate.

Section 3. The Fire Chief shall determine what training programs each full-time firefighter will be required to attend. Granting of overtime compensation for required training shall be upon the prior approval of the Fire Chief.

Section 4. Shift Trading: An employee may trade a shift with another if mutually agreeable. There shall be written documentation of a trade signed by the employees involved and the Fire Chief. Whenever practicable the employees shall notify the Chief or his designee in advance.

Section 5. Compensatory Time: In lieu of receiving pay for overtime hours worked, employees may request and receive compensatory time off at time and one-half (1-1/2). Compensatory time shall be taken upon approval of the department head. If compensatory time cannot be used during the calendar year, it may be paid out to the employee at the hourly rate earned. The annual maximum compensatory time claimed shall be sixty (60) hours. A maximum of twenty-four (24) hours of accrued comp time may be carried forward from one calendar year to the next, however, all carryover hours shall be used or cashed out within the first six (6) months of the subsequent calendar year.

## ARTICLE IX. UNIFORM ALLOWANCE – EQUIPMENT

Section 1. Annual Allowance: The Employer shall grant to each employee the sum of Three Hundred Fifty dollars (\$350.00) per year as a uniform allowance, half to be paid in June and half in December of each year. The first year payment to new employees to be pro-rated.

Section 2. New Employee Allowance. New employee shall receive an additional initial allowance of Three Hundred Dollars (\$300.00) payable forthwith.

All equipment furnished by the City shall remain the property of the City.

Section 3. Corrective Eyewear: Subject to a \$200 maximum, the City shall reimburse employees for the repair or replacement of corrective eyewear if broken while on duty. "On duty" shall mean actively engaged in discharging the specific duties and responsibilities of the employee's job assignment.

## ARTICLE X. VACATIONS

### Section 1. General Provisions:

- (a) Vacation leave shall be earned and credited based on anniversary date of employment; the vacation leave season shall be defined as the twelve month period between anniversary dates.
- (b) Vacation leave shall not be available for the employee's use during the first twelve (12) months of employment.
- (c) Vacation leave shall not carryover and must be taken within the vacation season for which it is earned.
- (d) For purposes of vacation leave calculation, an employee's anniversary date of employment shall be recognized as being the first (1<sup>st</sup>) day of the month in which the employee was hired.

Section 2. Amount of Vacation Leave: Employees shall be eligible for vacation leave according to the following schedule:

- (a) Employees working twenty-four (24) hour shifts:

<u>Completed Employment</u>	<u>Vacation Allowance</u>
One (1) year	Six (6) shifts
Seven (7) years	Nine (9) shifts
Twelve (12) years	Nine (9) shifts plus twelve (12) hours
Thirteen (13) years	Ten (10) shifts
Fourteen (14) years	Ten (10) shifts plus twelve (12) hours
Fifteen (15) years	Eleven (11) shifts
Sixteen (16) years	Eleven (11) shifts plus twelve (12) hours
Seventeen (17) years	Twelve (12) shifts
Twenty (20) years	Fifteen (15) shifts

(b) Employees working a standard forty (40) hour week:

<u>Completed Employment</u>	<u>Vacation Allowance</u>
One (1) year	Two (2) weeks
Seven (7) years	Three (3) weeks
Twelve (12) years	Three (3) weeks plus one (1) day
Thirteen (13) years	Three (3) weeks plus two (2) days
Fourteen (14) years	Three (3) weeks plus three (3) days
Fifteen (15) years	Three (3) weeks plus four (4) days
Sixteen (16) years	Four (4) weeks
Twenty (20) years	Five (5) weeks

Section 3. Scheduling Vacations: Requests for vacation time shall be made when the schedule for the calendar year is posted. The first pick shall be by seniority and shall be up to six (6) shifts. Subsequent picks shall be by seniority for the balance of the employee's vacation. Any changing of the vacation shifts selected must have a thirty (30) day prior approval of the Fire Chief unless a shorter time period is mutually agreeable between the Chief and the "D" shift engineer.

#### ARTICLE XI. PROMOTING AND SENIORITY

Section 1. Plan of Evaluation for Promotion: The Chief of the Department will select a qualified member of the department for promotion. The City shall establish promotional procedures pursuant to applicable Wisconsin Statutes which shall include but are not limited to an evaluation of merit and ability to determine qualified employees for promotion.

Section 2. Seniority: Seniority shall apply to lay off from work, recall after lay off, and vacation scheduling. Seniority shall also apply to shift preference so long as there are enough qualified employees to adequately staff each shift.

Section 3. Probation: Newly hired employees shall serve a twelve (12) month probationary period. Employment may be terminated by the Employer at his option during this probationary period. There shall be no appeal from the Employer's decision.

#### ARTICLE XII. RESIDENCY

As a condition of employment, permanent full-time employees of the City of Portage Fire are required to reside within a fifteen (15) mile radius of the Portage Fire Department facility located at 119 West Pleasant Street, and such residency shall also be within Columbia County. Residency must be established within sixty (60) days following completion of probationary period.

## ARTICLE XIII. GRIEVANCE PROCEDURE

Section 1. Definition: A grievance is defined as a dispute between any employee or the Union and the Employer with respect to the meaning or interpretation of this Agreement.

### Section 2. Procedure:

Definition: For purposes of this contract working days are defined as Monday – Friday.

Step 1. The aggrieved employee and/or steward will present the grievance in writing to the Fire Chief within ten (10) working days of the event causing the grievance. The Fire Chief shall respond to the grievance within ten (10) working days of the date the written grievance was filed. For purposes of this section, “days” shall be exclusive of weekends, holiday, vacation leave, sick leave, or any other excused absence.

Step 2. The grievance is considered settled in Step 1, unless the grievance is presented in writing to the City Administrator within five (5) working days of the response from the Fire Chief. The City Administrator shall respond in writing within ten (10) working days of the date the grievance was presented.

Step 3. The grievance is considered settled in Step 2, unless the grievance is presented in writing to the Human Resource Committee of the Common Council within fifteen (15) working days of the response from the City Administrator. The Human Resource Committee shall respond in writing within ten (10) working days of the date the grievance was presented.

Step 4. If an employee grievance is not settled at this third step, or if any grievance filed by the Employer cannot be satisfactorily resolved by conference with the appropriate representative of the employees, either party may take the matter to arbitration as hereinafter provided.

Section 3. Arbitration: If, after Step 3, the grievance is not resolved, then either party may request, in writing, to the other party that the matter be submitted to arbitration.

The impartial umpire or arbitrator shall, if possible, be mutually agreed upon by both parties. If agreement upon an arbitrator is not reached within fifteen (15) days, the Wisconsin Employment Relations Commission shall be requested to submit a panel of five (5) arbitrators. The parties shall alternately strike a name at a time until only one (1) remains. The Employer shall be the first to strike a name.

The impartial arbitrator shall have the authority to determine issues concerning the interpretation and application of all parts of this Agreement.

The costs of the arbitration shall be equally divided between the two parties.

Section 4. Time: The time limits set forth in the foregoing steps may be extended by mutual agreement in writing.

#### ARTICLE XIV. DISCIPLINE AND DISCHARGE

Employees shall not be disciplined, suspended or discharged without just cause. Written notice of the suspension, discipline or discharge and the reason or reasons for the action shall be given to the employee with a copy to the Union within five (5) working days of the Fire Chief being made aware of the occurrence.

Section 1. Severance Pay: An employee upon retirement, layoff, without cause on the part of the employer, or death, will receive the following severance pay:

1. Vacation: All unused vacation pay and earned vacation pay prorated for all completed months of service from January 1 to the date of retirement.
2. Any unused holidays accumulated shall be paid out at the holiday rate.

#### ARTICLE XV. SAVINGS CLAUSE

If any Article or Section or provision of this Agreement is held invalid by operation of law or by any tribunal of jurisdiction, or if compliance with or enforcement of any Article or Section is enjoined or restrained by such tribunal, the remainder of this Agreement shall not be affected thereby. The Employer and Union will discuss the Article or Section made invalid by law and attempt to arrive at a solution. If a solution cannot be reached, it will be subject for negotiation. This provision is to be subject to the grievance procedure beginning at Step 3.

#### ARTICLE XVI. DURATION

This Agreement shall be binding on both parties hereto and shall be effective as of the first day of January, 2014, and shall remain in effect until and including the thirty-first (31<sup>st</sup>) day of December, 2015. This Agreement shall be automatically renewed unless negotiations are instituted by July 1, 2015. Contract proposals shall be exchanged on or before September 1, 2015.

CITY OF PORTAGE

I.A.F.F. UNION LOCAL NO. 2775

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W.F. "Bill" Tierney, Mayor

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Mark Bublitz, President

---

Marie A. Moe, City Clerk

---

Steve Dehn, Secretary/Treasurer

**DRAFT**

**AGREEMENT**

**BETWEEN**

**CITY OF PORTAGE**  
**DEPARTMENT OF PUBLIC WORKS**



**AND**

**TEAMSTERS UNION LOCAL NO. 695**



**January 1, 2014 - December 31, 2014**

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**AGREEMENT**

**ARTICLE 1. PARTIES AND RECOGNITION**

**Section 1. Parties.** This Agreement, made and entered into on the date hereinafter set forth, by and between the **CITY OF PORTAGE**, hereinafter referred to as the "Employer," and **TEAMSTERS UNION LOCAL NO. 695**, affiliated with the **International Brotherhood of Teamsters**, hereinafter referred to as the "Union."

**Section 2. Recognition.** The City of Portage hereby agrees to recognize Teamsters Union Local No. 695 as certified by the Wisconsin Employment Relations Commission as the sole and exclusive collective bargaining representative for hours, wages and conditions of employment pursuant to the certification of the Wisconsin Employment Relations Commission for the following employees:

All full-time employees of the City of Portage and all part-time employees who work more than 1,040 hours per year. Excluded shall be clerical employees, employees of the police department and the fire department, librarians, assistant librarians, seasonal employees, workers whose wages are funded by other than the City of Portage, and professional and supervisory employees.

**ARTICLE 2. MANAGEMENT RIGHTS**

**Section 1.** The Employer shall have the sole and exclusive right to determine the number of employees to be employed, the duties of each of these employees, the nature and place of their work, and all other matters pertaining to the management and operation of the City of Portage. This shall include the hiring, promoting, transferring, demoting, suspending or discharging of any employee as circumstances warrant. This shall include the right to assign and direct employees to schedules of work, to pass upon the efficiency and capabilities of employees, and to establish and enforce reasonable work rules and regulations.

**Section 2.** All functions of management not specifically granted to the Union or employees in this Agreement are retained by the Employer.

**Section 3.** Provisions of this Section shall not be used to discriminate against employees.

**ARTICLE 3. ADMINISTRATIVE DETAIL**

**Section 1. Payday.** Payday shall be bi-weekly on Fridays.

**Section 2. Records.** Employees shall be given reasonable access to their personnel files when requested in accordance with Section 1.5 of the City of Portage Personnel Policies and Procedures.

**Section 3. Rules and Regulations.** The Employer shall establish reasonable rules and regulations (City of Portage Personnel Policies and Procedures) and all employees shall be provided with a copy.

**Section 4. Union Representatives.** The Business Representative of the Union shall have reasonable access at all times during working hours to the offices where employees are stationed, provided that the room is not in use and provided that the Business Representative shall not, at any time, interfere with employees or interrupt their work. The Business Representative shall contact the department head in advance of any visit whenever possible.

The Union shall have the right to post notices regarding meetings pertaining to Union affairs in the office where employees are stationed.

**Section 5. Fair Share, Check Off and Liability.** Membership in the Union is not compulsory. An employee may join the Union and maintain membership therein consistent with its constitution and by-laws. No employee will be denied membership because of race, color, creed, age or sex. This Article is subject to the duty of the Wisconsin Employment Relations Commission to suspend the application of this Article whenever the Commission finds that the Union has denied an employee membership because of race, color, creed, age or sex.

The Union will represent all of the employees in the bargaining unit, members and non-members, fairly and equally and therefore all employees shall pay their proportionate share of the costs of the collective bargaining process and contract administration by paying an amount to the Union equivalent to the uniform dues required of members of the Union.

**Check Off.** The Employer agrees to deduct the amount of dues certified by the Union as the amount uniformly required of its members from the earnings of the employees affected by this Agreement and pay the amount so deducted to the Union on or before the end of the month in which such deductions are made.

**DRIVE.** The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to DRIVE National Headquarters on a monthly basis, in one (1) check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the

employee's social security number and the amount deducted from that employee's paycheck.

**Liability.** The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits and other forms of liability which may arise out of any action taken or not taken by the Employer for the purpose of complying with the provisions of this Article.

**Section 6. 125(s) Plan.** The 125(s) plan currently offered to non-represented employees shall be also offered to bargaining unit employees at the option of the individual employee.

#### ARTICLE 4. ABSENCES

**Section 1. Sick Leave.** A total of twelve (12) personal illness days shall be granted per year at the rate of one (1) sick day per month. Unused sick days may be accumulated to an unlimited number.

Sick leave shall cover only necessary absences from duty because of personal illness or bodily injury. Orders by a health authority to remain off duty are included.

In order to be eligible for sick leave with pay, the employee shall:

- (1) Report the reason for absence from work no later than two (2) hours before normal report time, if possible.
- (2) Keep the Employer informed as to employee's condition.
- (3) Permit the Employer to make such medical inquiry or visit as the Employer may deem necessary.

Sick leave shall not result in the loss of seniority rights.

The accrual of sick leave and vacation benefits shall continue during the period of convalescence while in pay status. Pay status shall include periods of time when an employee is receiving short term disability insurance or Worker's Compensation payments in anticipation of a return to work. Employees shall be allowed sick leave if they become ill while on vacation, provided they notify the Department Head immediately of such illness. (A doctor's certificate or other evidence to support the illness claim may be required.)

Employees who qualify for retirement under the Wisconsin Retirement Plan and who do retire, shall be entitled to payment for ninety percent (90%) of unused sick leave, up to a maximum of one hundred fifty (150) days. This shall be computed on the employee's current

rate of pay at the time of retirement. This amount shall be retained by the City of Portage and paid toward the retired employee's or surviving spouse's health insurance.

Employees who begin employment with the City of Portage after January 1, 2009 shall be entitled to payment for ninety percent (90%) of unused sick leave up to a maximum of one hundred (100) days.

Employees who are on layoff may, at the option of the employee, use unused sick leave computed on the employee's current rate of pay at the time of layoff to pay for health insurance premiums during the period of layoff.

**Section 2. Funeral Leave.** When absence from duty is considered necessary because of a death in the immediate family, up to three (3) consecutive days with pay shall be allowed. Immediate family shall include the employee's spouse and children or stepchildren, mother, father, mother-in-law, father-in-law, grandparents, brother and sister of the employee and/or his/her spouse and the step relationships of the stated relationship.

Leave with pay for attendance at other funerals shall be limited to an eight (8) hour shift absence or less, if request for absence is approved by the department head in advance. The grant of such leave shall be limited to one (1) day, and shall be chargeable against the employee's vacation, sick leave and/or compensatory time hours at the employee's option.

**Section 3. Immediate Family Illness.** Up to one (1) day of leave with pay will be granted for serious illness in the immediate family, as defined in Section 2, with the approval of the department head or designee. This may be extended on a day to day basis for unusual circumstances or extensive travel. The total maximum available shall be three (3) days annually. Additional leave may be taken in accordance with family and medical leave laws.

**Section 4. Military Leave.** Military leave for attendance at duly ordered military schools or camps of instruction or for within state emergency activation duty shall be considered as an approved employee leave of absence and not as leave that must be taken as vacation.

Military leave shall not exceed twenty (20) working days in a one (1) year period and shall not apply when an employee is fulfilling long-term duty assignments. Affected employees shall be entitled to a supplementary payment for the first ten (10) working days in the difference between the military pay and the current pay.

**Section 5. Leave of Absence.** Procedure: Employees shall make written applications for leaves to the Employer and shall, except in the case of illness or injury, make application thirty (30) days prior to the desired starting date of the leave.

A leave of absence of up to ninety (90) days without pay may be granted for good reason when approved by the department head and the City of Portage Human Resources Committee. Health insurance can be continued during this period provided the employee reimburses the City for the insurance premium in advance.

**Section 6. Jury Duty.** Full-time employees who are called to jury duty shall receive full salary during the period of their absence for jury duty, provided that the employee shall remit to the City an amount equal to the compensation paid to him/her for such jury service no later than the close of the pay period following receipt of such compensation and the employee shall also attach the summons for jury duty to the payroll time card. Employees shall notify their department head immediately upon receipt of the summons for jury duty.

**Section 7.** Regular part-time employees may receive up to one-half (1/2) the leave granted to full-time employees.

## ARTICLE 5. RETIREMENT AND INSURANCE

**Section 1. Wisconsin Retirement System.** Each employee shall be required to participate in the Wisconsin Retirement System. The Employer will pay the full amount of the employee's required contribution. Effective July 1, 2011, the employee will pay one-half (1/2) of the total pension contribution for general employees required by the Wisconsin Retirement System except that the required contribution shall be no more than that of non-sworn police and fire employees or non-supervisory general employees, whichever is less.

**Section 2. Group Hospital, Surgical and Major Medical Insurance.** Employees will have the option to choose a group health insurance plan from the standard plan and alternative health insurance plans offered by the Wisconsin Public Employers' Group Health Insurance Board in the Employer's service area. The Employer has the right to change carriers, provided the level of benefits is equivalent to or greater than the existing level of benefits. Effective July 1, 2011, the Employer agrees to pay the premium for single or family health insurance in the amount of ninety percent (90%) of the gross premium of the alternative or standard health insurance plan that is the least costly qualified plan within the service area, but not more than the total amount of the premium of the plan selected. The employee shall pay ten percent (10%) of the above stated plan. Should the employee select coverage under a plan with a premium in excess of that which is provided for herein, the employee shall be responsible to pay the full amount of the excess portion of said premium. Effective January 1, 2012, the employee shall pay twelve percent (12%) of the above stated plan and the Employer contribution shall be eighty-eight percent (88%). In addition to the employee contribution stated above, if the health insurance premiums for 2012 increase more than ten percent (10%) over the 2011 rate, employees will contribute an additional One Dollar (\$1.00) per month for each percentage point above ten percent (10%).

A retiree or surviving spouse may continue group coverage at no cost to the Employer.

Effective January 1, 2006, the City agrees to pay up to Forty Dollars (\$40.00) per month per employee toward a dental insurance premium. If the premium exceeds this amount, the employee will pay the remaining balance. The Employer and the Union will mutually agree on the dental coverage company and policy.

The City shall pay for AIDS testing when an employee has probable cause to believe such test is necessary as a result of a work-related incident.

**Section 3. Group Life Insurance.** Group life insurance is provided for those employees eligible for participation including regular part-time in the Wisconsin Retirement System. The amount of insurance is based upon annual earnings rounded off to the highest \$1,000.00 amount.

The entire cost of basic life insurance is paid by the Employer.

**Section 4. Disability Income Protection.** The Employer agrees to make the Wisconsin Public Employers' Group Income Continuation Insurance Program available to all eligible employees. It is understood that at least sixty-five percent (65%) of all qualified employees of the Employer must elect to participate in the program before it becomes effective.

**Section 5. Worker's Compensation.** Medical expense and wage loss is covered by Worker's Compensation Insurance for all employees who suffer an injury or illness as a result of their employment by the City of Portage.

In addition to the preceding, all employees (other than those who have worked less than six months or those hired on a part-time or seasonal basis) who suffer a temporary partial or temporary total disability shall receive an amount of money which will supplement Worker's Compensation payments. This supplement, when added to the Worker's Compensation time loss payments shall equal but not exceed normal wages (including shift differential, if any) during the period of disability. The supplementary amount paid by the Employer shall be governed and limited to ninety (90) days.

## ARTICLE 6. COMPENSATION

**Section 1. Wages.** See Appendix A attached hereto.

**Section 2. Shift Premium.** In addition to the compensation provided above, employees working straight time shall receive an additional Thirty-Five Cents (35¢) per hour for all such hours worked that begin before 6:30 a.m. or end after 3:30 p.m., including

Saturday and Sunday. Time calculated in not less than quarter hour increments. All employees are to be notified as soon as possible, not less than five (5) hours in advance of a change in shift hours if weather-related event requires recall outside of normal shift hours.

**Section 3. Longevity.** Employees receiving a longevity bonus as of January 1, 2014 shall continue to receive such bonus for the duration of their employment with the City. However, such longevity bonus received as of January 1, 2014 shall be the maximum the employee may receive and it shall not increase for the duration of their employment. Employees not receiving longevity bonus as of January 1, 2014 or new employees hired after January 1, 2014 shall not be eligible to receive longevity bonus.

**Section 4. Mileage.** Any employee required to use a personal vehicle on City business shall receive the prevailing City rate for mileage.

**Section 5. Commercial Driver's License.** The City shall pay all fees associated with obtaining and renewing a Commercial Driver's License (CDL).

**Section 6. Public Works Foreman.** The City shall create a working foreman position in which employee(s) that are promoted will receive Seventy-Five Cents (\$.75) per hour in addition to their base wage rate for all hours worked. Foreman job duties shall include assignment of personnel to tasks, supervision of said employees in the performance of tasks as directed by the Superintendent of Public Works and completion of reports or logs as directed by the Superintendent of Public Works.

**Section 7. Parks Foreman.** The City shall create a working foreman position in which employee(s) that are promoted will receive Seventy-Five Cents (\$.75) per hour in addition to their base wage rate for all hours worked. Park Foreman job duties shall be as stated in the Position Description, including the assignment of personnel to tasks, supervision of said employees in the performance of tasks and completion of reports or logs as directed by the Superintendent of Public Works Manager of Parks and Recreation.

## ARTICLE 7. HOLIDAYS

**Section 1.** Employees shall be granted the following eleven (11) holidays with additional pay: New Year's Eve Day, New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, Christmas Day and one (1) floating holiday.

**Section 2.** Holidays that fall during the week shall be considered as hours worked for computing overtime.

**Section 3.** Regular part-time employees shall receive the holidays that fall within their scheduled employment but shall not exceed five (5).

## ARTICLE 8. HOURS OF EMPLOYMENT

**Section 1.** The normal workweek shall be forty (40) hours per week in a not more than six (6) days per week period. All shifts shall include one-half (1/2) hour unpaid lunch period and a fifteen (15) minute paid mid-morning break to be taken on the job site. Upon prior approval of the Superintendent of Public Works or in the case of utility employees, the Water or Wastewater Superintendent, employees may work through the one-half (1/2) hour unpaid lunch period and leave the shift one-half (1/2) hour prior to the end of regular shift. Employees will be allowed ten (10) minutes within the shift for wash up time at the end of the day with pay.

**Section 2.** Employees shall receive time and one-half (1-1/2) their straight time hourly rate for all hours in excess of (40) hours in any one (1) week.

**Section 3.** All holiday work shall be paid at two (2) times the regular hourly rate.

**Section 4.** Employees will be required to work overtime as the necessities of the City demand. Overtime shall be divided by the Department Head or his/her designee as equally as is reasonably possible among those regular full-time employees qualified to perform the required overtime work. All full-time bargaining unit employees shall be offered the opportunity to work overtime before such work is offered to individuals outside of the bargaining unit.

**Section 5.** Overtime shall not be paid where the schedule is adjusted for the convenience of the employee.

**Section 6.** All required local school and training sessions shall be considered as overtime unless it occurs during the employee's regularly scheduled shift.

**Section 7.** Only bargaining unit employees shall do bargaining unit work except in cases of training and emergencies.

**Section 8.** The employees shall respond to recall to work outside of their regularly scheduled hours by the department head. A minimum of two (2) hours of time at the overtime rate shall be granted for any recall, excepting that this provision shall not apply to hours worked consecutively prior to or subsequent to the employee's regular schedule of hours.

**Section 9. Compensatory Time.** In lieu of receiving pay for overtime hours worked, employees may request and receive compensatory time off at time and one-half (1-1/2). Compensatory time may be taken on forty-eight (48) hours notice and with the approval of

the department head, and must be taken during the year it is earned or paid out in cash. The maximum accumulation shall be sixty (60) hours.

**Section 10. Paid, On-Call Firefighter.** The City shall create a provision allowing a Public Works or Parks & Recreation employee to become a paid, on-call firefighter with the City of Portage Fire Department. Said employee who becomes a certified firefighter with the Portage Fire Department may, upon approval of the Public Works Superintendent, respond during normal working hours to a second (or subsequent) page from Columbia County Dispatch or Portage Fire Chief without loss of base wage rate for the duration of the event, not to exceed the remainder of his/her shift. Restrictions will be imposed as to the total number of employees who may respond to pages and the total number of pages responded to within a pay period. Response to fire pages will not count toward overtime, compensatory time or affect the accumulation of employee leave balances.

## ARTICLE 9. UNIFORMS AND TRAINING

**Section 1.** The City shall provide and maintain uniforms for all employees covered under this Contract. Each employee must turn in three (3) sets per week to be cleaned. Glasses and watches will be replaced or repaired by the City if broken while performing required duties.

**Section 2. Training.** Any employee who has a position with the City that can be upgraded by attending a school will be allowed to attend, with the City paying for all enrollment, books and fees, provided approval has been granted by the Department Head. If an employee is turned down for any reason the Department Head shall in writing cite the reasons for said denial within ten (10) days of said application. The Department Head shall determine whether the proposed school, schooling, class or program is within the realm of the employee's job necessity or will help the employee with the employee's work. The employee will be reimbursed for the course tuition, books and other expenses of the course but only if the employee passes and successfully completes the course. Employees attending schools or training which are not required by the City shall not be reimbursed for their time. Attendance at any mandatory schools or training sessions required by the City, however, shall be considered as hours worked.

**Section 3.** Attendance at any mandatory schools or training sessions, such as to obtain or maintain certification that may be required by the City, shall be considered as hours worked.

**Section 4. Safety Shoes.** All employees shall purchase and wear impact/compression resistant safety shoes for which the City shall reimburse employee up to One Hundred Dollars (\$100.00) annually upon submission of proof of purchase.

**Section 5. Fitness/Health Club Reimbursement.** Employees who join and show proof of participation in established area Fitness/Health Clubs may seek reimbursement for membership fees up to Fifty Dollars (\$50.00) annually upon submission of paid membership invoice. Employees may be eligible for reimbursement in June.

## ARTICLE 10. VACATIONS

### Section 1. General Provisions.

(a) Vacation leave shall be earned and credited based on anniversary date of employment; the vacation leave season shall be defined as the twelve month period between anniversary dates.

(b) Vacation leave shall not be available for the employee's use during the first twelve (12) months of employment.

(c) A maximum of three (3) days vacation leave may be carried over into the following vacation leave season if such days cannot be scheduled within the vacation season for which it was earned provided, however, that carryover days must be scheduled within the first six (6) months of the following vacation season.

(d) For purposes of vacation leave calculation, an employee's anniversary date of employment shall be recognized as being the first (1st) day of the month in which the employee was hired.

(e) One (1) week shall be defined as five (5) working days.

### Section 2. Amount of Vacation.

If an employee has completed one (1) year of employment, he/she shall receive two (2) weeks of vacation.

If an employee has completed seven (7) years of service, he/she shall receive three (3) weeks of vacation.

If an employee has completed eleven (11) years of service, he/she shall receive three (3) weeks plus one (1) day of vacation.

If an employee has completed twelve (12) years of service, he/she shall receive three (3) weeks plus two (2) days of vacation.

If an employee has completed thirteen (13) years of service, he/she shall receive three (3) weeks plus three (3) days of vacation.

If an employee has completed fourteen (14) years of service, he/she shall receive three (3) weeks plus four (4) days of vacation.

If an employee has completed fifteen (15) years of service, he/she shall receive four (4) weeks of vacation.

If an employee has completed twenty (20) years of service, he/she shall receive five (5) weeks of vacation.

**Section 3.** Vacation schedules are to be approved by each department head or supervisor. Insofar as practical, vacations will be granted at times most desired by the employees in question with due regard for seniority.

**Section 4.** If a holiday falls while an employee is absent on vacation, said employee shall not be charged with a day of vacation time for that holiday.

**Section 5.** Employees who terminate or are laid off because of reduction in work force shall be paid for vacation which was earned but unused at the time of layoff (1/12th for each month worked).

**Section 6.** Each employee eligible for vacation must request one (1) day of vacation three (3) days in advance. For vacations longer than one (1) day, the employee shall notify the Employer fourteen (14) days in advance. In case of conflict, seniority shall prevail.

**Section 7.** Regular part-time employees shall receive one-half (1/2) the amount of vacation granted full-time employees.

**Section 8.** If the Union and the City mutually agree that special conditions make it impossible to take vacation within the year it is earned, the amount of unused vacation may be taken in the next year.

**Section 9.** There shall be allowed three (3) persons off for vacation from each department at a time except for deer hunting when there may be more allowed off. Vacation shall be taken in eight (8) hour blocks or four (4) hour blocks.

## **ARTICLE 11. PROBATION, PROMOTIONS AND SENIORITY**

**Section 1. Probation.** Newly hired employees shall serve a six (6) month probationary period. Employment may be terminated by the Employer at the Employer's option during this probationary period. There shall be no appeal from the Employer's decision.

**Section 2.** City-wide seniority for the purpose of fringe benefit programs shall be defined as the length of an employee's continuous full-time employment with the City from the employee's last date of hire.

Departmental seniority for the purposes of layoff and recall shall be defined as an employee's length of continuous service in the following seniority units. The seniority units are: Department of Public Works, Sewer Department, Water Department and Parks Department.

**Section 3.** An employee shall lose his/her seniority in the event:

- (a) He/she retires, resigns or is discharged.
- (b) He/she is not recalled from a layoff for a period of two (2) years.
- (c) He/she is recalled from a layoff and does not report for work within one (1) calendar week after a notice of recall is received at his/her last known address by certified mail.
- (d) He/she does not return at the expiration of a leave of absence.

**Section 4. Layoff and Recall.** In the event of a layoff, employees shall be laid off by department. Temporary full-time and part-time employees and probationary employees shall be laid off first. If further reductions are necessary, employees shall be laid off in reverse order of their seniority, the last employee hired shall be the first employee laid off, provided that the remaining employees are capable of performing the available work. Employees may take a voluntary layoff.

**Section 5.** In the event of recall to work, the order of return shall be in the reverse order of the layoff. The last person in the department to be laid off shall be the first person returned to work provided he/she is qualified to perform the available work.

**Section 6.** Employees shall notify the City of their proper post office address and change of address. The City shall be entitled to rely upon the address shown by its records.

**Section 7.** Following the expiration of accumulated sick leave, an employee shall not lose seniority rights for a period of six (6) months; after said six (6) month period, the employee shall be considered on layoff status and shall be eligible for job vacancies which may occur in areas for which he/she is qualified.

## ARTICLE 12. GRIEVANCE PROCEDURE

**Section 1. Definition.** A grievance is defined as a dispute between any employee or the Union and the Employer with respect to the meaning or interpretation of this Agreement.

**Section 2. Procedure.** Grievances shall be processed in the following order (time limits set forth shall be exclusive of Saturdays, Sundays and the eleven (11) holidays listed in this Agreement):

**Step 1.** The aggrieved employee and/or the steward will present the grievance in writing to the Department Head within five (5) days of the event causing the grievance. If the grievance is not resolved within ten (10) days, the aggrieved may proceed to Step 2.

**Step 2.** The grievance will be considered resolved in Step 1, unless within ten (10) days of the supervisor's decision, the grievance is written and presented to the City Administrator. The City Administrator shall respond to the grievance in writing within ten (10) working days of the date the written grievance was filed.

**Step 3.** The grievance is considered settled in Step 2, unless the grievance is presented in writing to the Human Resources Committee of the Common Council within ten (10) days. The Human Resources Committee shall respond in writing within fifteen (15) working days of the date the grievance was presented.

**Section 3. Arbitration.** If, after Step 3, the grievance is not resolved, then either party may request, in writing, to the other party that the matter be submitted to arbitration within twenty (20) days of the denial by the Human Resources Committee.

The impartial umpire or arbitrator shall, if possible, be mutually agreed upon by both parties. If agreement upon an arbitrator is not reached within ten (10) days, the Wisconsin Employment Relations Commission shall be requested to submit a panel of five (5) arbitrators. The parties shall alternately strike a name at a time until only one (1) remains.

The cost of the arbitrator shall be divided equally between the two (2) parties.

The impartial arbitrator shall have the authority to determine issues concerning the interpretation and application of all parts of this Agreement.

**Section 4. Time.** The time limits set forth in the foregoing steps may be extended by mutual agreement in writing.

### ARTICLE 13. DISCIPLINE AND DISCHARGE

**Section 1.** Employees shall not be disciplined, suspended or discharged without just cause. Written notice of the suspension, discipline or discharge and the reason or reasons for the action shall be given to the employee with a copy to the steward and a third copy signed by the employee and returned to the City within twenty-four (24) hours and shall be subject to the grievance procedure. Warning notices shall not remain in effect for more than nine (9) months but shall remain on file for two (2) years.

### ARTICLE 14. SUBCONTRACTING

**Section 1.** The City does have the right to contract or subcontract work. In the event a position is abolished as the result of contracting or subcontracting, the City will hold advance discussions with the Union prior to letting the contract. The Union representatives will be advised of the nature, scope of work to be performed and the reasons why the City is contemplating contracting out work. Notification for advance discussion shall be in writing and delivered to the Local Union representative.

### ARTICLE 15. STRIKE PROHIBITED

**Section 1. Strike Prohibited.** Neither the Union nor any of its officers, agents or City employees will instigate, promote, encourage, sponsor, engage in or condone any strike, strike picketing, slowdown, refusal to work reasonable emergency overtime, concerted work stoppage, or any other intentional interruption of work during the term of this Agreement.

**Section 2. Union Action.** Upon notification by the City to the Union that certain of its members are engaged in a violation of this provision, the Union shall as soon as possible in writing order such members to return to work, provide the City with a copy of such an order, and a responsible official of the Union shall publicly order them to return to work. In the event that a strike or other violation not authorized by the Union occurs, the Union agrees to take all reasonable effective and affirmative action to secure the members return to work as promptly as possible. Failure of the Union to issue the orders and take the action required herein shall be considered in determining whether or not the Union caused or authorized the strike.

**Section 3.** The City may enforce any legal rights and remedies to which by the law it is entitled.

### ARTICLE 16. JOB POSTING

**Section 1.** In the event a permanent job vacancy occurs which the City desires to fill, notice of such vacancy shall be posted in all departments for ten (10) working days. During this time, employees may bid for such job.

**Section 2.** Where this Agreement calls for the filling of vacancies through job posting, those vacancies may be filled by length of service and qualifications. In making promotions, the Employer shall take into consideration the following factors: skill, competency, efficiency, merit, training, initiative and work record. When all of the above qualifications are relatively equal, seniority shall be the determining factor; however, priority is to be granted to those employees currently employed in the department in which the job has been posted. The final decisions on promotions are reserved to the Employer, provided the decision is not arbitrary or capricious.

**Section 3.** Nothing contained in this Section shall prevent the City from temporarily filling a job vacancy until it is determined whether there are bidders for the job. If there are no bidders, nothing contained in this Section shall prevent the City from offering the job to any employee it deems qualified or hiring a new employee for the job. A successful bidder shall not bid for a new job classification until after twelve (12) months in his/her new job.

**Section 4.** The City may transfer an employee between departments, at the discretion of the City upon request of the employee, so long as there is no bumping of another employee through the transfer; there is no work taken away from another employee as a result of the transfer; and there is no layoff of unit employees as a result of the transfer.

**Section 5.** The provisions of this Article shall apply only to the filling of vacancies or positions in the bargaining unit and on a permanent basis.

**Section 6.** An employee, upon being promoted to a higher position or classification, shall serve a trial period of ninety (90) working days in that classification. An employee who does not satisfactorily complete the trial period shall be returned to his/her former classification and his/her former rate of pay. An employee promoted to a higher position will be placed at the appropriate classification rate commensurate with his/her length of service with the City.

## **ARTICLE 17. JOB STEWARDS**

**Section 1.** The Employer recognizes the right of the Union to designate a steward and an alternate. The authority of the steward and the alternate so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

- (a) The investigation and presentation of grievances in accordance with the provisions of the Collective Bargaining Agreement; and
- (b) The transmission of such messages and information which shall originate with, and are authorized by the Local Union or its officers, provided such messages and information:

- (1) have been reduced to writing, or
- (2) if not reduced to writing are of a routine nature and do not involve work stoppage, slowdowns, refusal to handle goods, or any other interference with the Employer's business.

**Section 2.** The Union shall furnish the names of the stewards of the Union to the Employer.

**Section 3.** No Union business or meeting shall be conducted during regular working hours, except as provided in Section 4.

**Section 4.** If possible, the investigation and processing of grievances should be conducted outside of regular working hours. Stewards of the Union may, if necessary, investigate or process grievances during working hours up to one-half (1/2) hour per grievance.

**Section 5. Bulletin Board.** The City shall make available a bulletin board for the use of the Union provided the Union uses such board only for the posting of notices of social functions, meetings, elections, Union appointments or other material required for legitimate Union business. Such notices shall not contain anything which adversely reflects upon the City, any of its employees or any labor organization. Any materials which violate this provision shall not be posted.

**Section 6.** The Union agrees to provide written notification to the City within seven (7) days following election or selection of Union officials or stewards. The Employer agrees to advise the Union of the proper official assigned to handle personnel matters involving the Union.

## **ARTICLE 18. PART-TIME EMPLOYEES**

**Section 1.** Regular part-time employees are employees who are scheduled to work less than two thousand eighty (2,080) hours per year and more than one thousand forty (1,040) hours per year other than seasonal.

## **ARTICLE 19. NO OTHER AGREEMENT**

**Section 1.** The City agrees not to enter into any other agreement, written or verbal, with the members of the Union individually or collectively which in any way conflicts with the provisions of this Agreement.

## **ARTICLE 20. BENEFITS**

**Section 1.** Existing benefits which primarily relate to wages, hours and working conditions shall be maintained.

**ARTICLE 21. SAVINGS CLAUSE**

**Section 1.** If any Article or Section or provision of this Agreement is held invalid by operation of law or by any tribunal of jurisdiction, or if compliance with or enforcement of any Article or Section is enjoined or restrained by such tribunal, the remainder of this Agreement shall not be affected thereby. The Employer and Union will discuss the Article or Section made invalid by law and attempt to arrive at a solution. If a solution cannot be reached, it will be a subject for negotiation. This provision to be subject to the grievance procedure beginning at Step 3.

**ARTICLE 22. RESIDENCY**

**Section 1.** It is the policy of the City to recruit applicants from a geographic area as wide as is necessary to assure obtaining well qualified candidates for the various employment positions. Therefore, applicants need not be a resident of the City at the time of employment but shall be required to establish permanent residency within ten (10) miles of the Portage city limits within sixty (60) days after completion of their probationary period.

**ARTICLE 23. DURATION**

**Section 1.** This Agreement shall be binding on both parties hereto and shall be effective as of the first day of January, 2014, and shall remain in effect until and including the thirty-first day of December, 2014. This Agreement shall be automatically renewed unless negotiations are instituted by July 1, 2014 or prohibited by law.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**CITY OF PORTAGE**

**TEAMSTERS UNION LOCAL NO. 695**

\_\_\_\_\_  
W.F. Bill Tierney  
Mayor

\_\_\_\_\_  
Larry Wedan  
Business Representative

\_\_\_\_\_  
Marie Moe  
City Clerk

\_\_\_\_\_  
Mark Fahey  
Union Steward

\_\_\_\_\_  
Jeff Wilson

DRAFT

Alternate Union Steward

**APPENDIX A. WAGES**

	<b>January 6, 2014</b>		
	<b>Hiring</b>	<b>6 Month Rate</b>	<b>18 Month Rate</b>
Chief Sewage Plant Operator	\$23.46	\$23.79	\$24.38
Sewage Plant Operator	22.54	22.88	23.46
Chief Mechanic	21.94	22.25	22.95
Assistant Mechanic	21.43	21.73	22.34
Municipal Services Crewman	20.80	21.09	21.72
City Hall Custodian	20.80	21.09	21.72
City Hall Custodian Assistant	19.44	19.78	20.18
Chief Water Serviceman	21.58	21.85	22.56
Water Serviceman	21.11	21.43	22.07
Building & Grounds Maintenance (Part-Time)	14.25	14.45	14.65

The garbage crew shall receive an additional Twenty Cents (20¢) per hour when performing said work.

The Chief Water Serviceman and the Water Serviceman will qualify for a Twenty-Five Cent (25¢) per hour increase in base pay for each waterworks operator subclass Grade 1 certification obtained. The certifications that qualify for this pay increase are: Groundwater (G), Zeolite (Z), Iron Removal (I), Distribution (D) and VOC Removal.

DRAFT

**Memorandum of Understanding  
Between  
City of Portage  
and  
Teamsters Union Local No. 695**

This Memorandum of Understanding between the City of Portage (“City”) and Teamsters Union Local No. 695 (“Union”), which are parties to a Collective Bargaining Agreement expiring December 31, 2012 (“Agreement”). This Memorandum of Understanding represents a formal understanding which is in addition to the Agreement and any successor Collective Bargaining Agreements by which the Public Works Superintendent (“PWS”) shall be permitted to operate vehicles and equipment in the performance of his/her responsibilities and duties as a supervisory employee for the City.

The PWS (if he/she possesses a current commercial driver’s license) shall have the ability to operate any and all City owned or leased vehicles and equipment on an incidental, non-regular basis as necessary to insure the safety of citizens and fellow employees, the efficient, cost-effective operation of services or programs provided by the City or when unplanned, time-sensitive constraints require such operation. Such ability to operate vehicles and equipment shall not be utilized for the sole purpose of reducing or eliminating payment of overtime compensation to City employees of the Agreement or as a substitute to the need to cross-train City employees in the safe operation of said equipment or vehicles.

It is understood that such ability to operate vehicles and equipment is not a regular, scheduled component of the PWS’s duties but shall be exercised on an occasional basis where City employees are not available or when the duration of operation is limited until such time as a City employee becomes available or the operation duration will be less than 2 hours.

Unless specifically modified in this agreement, all other provisions of the Agreement or any successor collective bargaining agreements will continue to apply.

EXECUTED this, \_\_\_\_\_ day of December, 2012.

**CITY OF PORTAGE**

**TEAMSTERS UNION LOCAL NO. 695**

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Kenneth Jahn  
Mayor

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Larry Wedan  
Business Representative

## City Of Portage Job Description

<b>Job Title:</b>	Building & Grounds Maintenance	<b>Department:</b> Public Works
<b>Reports To:</b>	Director of Public Works/Library Director	<b>Pay Grade:</b>
<b>Date:</b>	November 2013	<b>FLSA Status:</b> Non-Exempt

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### Purpose of Position

This position is responsible for the cleaning, maintenance and repair of city facilities including Library, Municipal Building, Enterprise Center, Public Works and Parks & Recreation buildings.

### Essential Duties and Responsibilities

The following duties are normal for this position. These are not to be construed as all-inclusive or exclusive; other related duties may be assigned as required.

- Sweeps, mops, scrubs, and vacuums hallways, stairs and office space.
- Performs preventative maintenance and monitoring of Heating, Ventilation and Air Conditioning equipment as needed.
- Empties trash, garbage, and recycling containers.
- Performs minor and routine building maintenance and repairs including: painting, plumbing, electrical wiring, floor care, and other related maintenance activities.
- Notifies management concerning need for major repairs or additions to lighting, heating, and ventilating equipment, coordinates same with vendors, suppliers and contractors.
- Performs necessary snow and ice control measures from sidewalks, parking areas or other designated areas.
- Maintains lighting fixtures & controls (interior & exterior), alarm systems, fire & lawn sprinkler systems.
- Performs general landscaping duties such as mowing, trimming, weeding, trimming shrubbery, planting and watering.
- Other duties as assigned or required by Library Director, Public Works Superintendent, Manager of Parks & Recreation, Director of Business Development or Director of Public Works.

Work hours are 7:00 a.m. to 12:00 noon Monday – Friday. Some afternoons, evening and weekend hours may be required.

**Qualifications:** To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. Successful candidate(s) must be able to satisfactorily complete criminal, financial and driving records background investigation as well as drug screen and physical.

### Education and/or Experience

High school diploma or general education degree (GED); and six to 12 months related experience and/or training; or equivalent combination of education and experience.

Knowledge of electrical, plumbing, HVAC.

**Language Skills:** Ability to read and comprehend written, short correspondence, and memos. Ability to write simple correspondence. Ability to effectively communicate & present information to supervisors, co-workers, contractors and general public.

**Mathematical Skills:** Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals.

**Reasoning Ability:** Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form. Ability to deal with problems involving several concrete variables in standardized situations.

**Certificates, Licenses & Registrations:** Must possess or have the ability to obtain (& maintain) a valid Driver's License upon hire date. Ability to obtain 1<sup>st</sup> Aid, CPR/AED certification.

**Physical Demands/Requirements:** The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to use hands to manipulate, handle, or feel; talk and hear. The employee frequently is required to stand; walk; reach with hands and arms; and stoop, kneel, crouch, or crawl. The employee is occasionally required to sit and climb or balance. The employee must regularly lift and/or move up to 25 pounds, frequently lift and/or move up to 50 pounds, and occasionally lift and/or move up to 100 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, and ability to adjust focus.

**Work Environment:** The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly exposed to outside weather conditions. The employee is occasionally exposed to moving mechanical parts, risk of electrical shock, and vibration. The noise level in the work environment is usually moderate.

The City of Portage is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the City will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective employees and incumbents to discuss potential accommodations with the employer.

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor's Signature

\_\_\_\_\_  
Date

## MEMORANDUM

To: Human Resources Committee  
From: Shawn Murphy, City Administrator  
Re: Conditional Offer of Employment – Building & Grounds Maintenance  
Date: January 7, 2013

An interview panel consisting of Bob Redelings, Shannon Schultz and myself interviewed candidates on 1/7/14 for the Building & Grounds Maintenance position. While all candidates met the minimum qualifications, the group selected 1 candidate as their top choice. Joseph Sadlon was recommended for the position. In preparation for Committee and Council action, I spoke with Joe and we reached agreement on a conditional offer of employee for the City of Portage. The position is part-time (55%) therefore, other than sick and vacation leaves, he will not be eligible for benefits. This position is covered by the labor agreement with the Teamsters. Therefore I wish to recommend employment pursuant with the following terms in the Teamster Local 695 agreement:

1. Probationary Period. Sadlon is seeking to start on Monday, January 13, 2014 and is required to serve a 6-month probationary period.
2. Vacation/Sick Leave. Sadlon will accrue vacation and sick leave at 1/2 one-half the rate of full-time employees or 1 week vacation after 1 year and 4 hours sick leave per month.
3. Pre-Employment Physical. Not required.
4. Employee Benefits. As Sadlon is budgeted less than 55% he will not be eligible to participate in the Health & Dental Insurances, retirement, income continuation benefit programs.
5. Salary. Sadlon will start on 1/13/14 at \$14.25 and \$14.45 upon successful completion of his probationary period.
6. Pre-Employment Background Check. This offer is conditioned upon successful completion of criminal and driving record evaluation. A drug screen will be arranged prior to start date.

## ORDINANCE NO. 13-020

### ORDINANCE RELATIVE TO CHILD SAFETY ZONES

The Common Council for the City of Portage does hereby Ordain as follows:

**Section 46-43** is hereby repealed and re-enacted in its entirety as:

#### **Section 46-44**

**Section 46-44. Penalties.** Any person violating any provision of this article shall, upon conviction of a violation, be subject to the penalties as prescribed by section 1-15.

The following Section is hereby created to read as follows:

#### **Section 46-43**

#### **Section 46-43. Child Safety Zones.**

(a) *Purpose and intent.* This Ordinance is a regulatory measure aimed at protecting the health and safety of children in the City of Portage from the risk that sexual offenders convicted of an offense against a child may re-offend in locations close to where children congregate. Given the high rate of recidivism for sexual offenders, and that reducing opportunity and temptation is important to minimizing the risk of re-offense, there is a need to protect children where they congregate or play in public places. Therefore, the City finds and declares that sexual offenders are a serious threat to the public safety of children if regulatory measures are not in place that prohibit their presence in specified areas designated as places children commonly congregate. The City of Portage finds and declares that in addition to schools and daycare centers, children congregate or play at child-oriented facilities, such as parks and playgrounds and libraries. It is not the intent of this Ordinance to impose a criminal penalty, but rather to serve the City's compelling interest to promote, protect, and improve the health, safety, and welfare of the children of the City by prohibiting convicted sexual offenders from loitering or being present in specified areas around locations where children regularly congregate in concentrated numbers. It is the further intent of this Ordinance to recognize that convicted sexual offenders must reenter the community and the City of Portage accepts that it has a responsibility to convicted sexual offenders and the surrounding area municipalities to ensure that, in addition to promoting regulatory measures aimed at protecting children, its regulatory measures are not aimed at prohibiting convicted sexual offenders from being part of this society.

(b) *Definitions.* As used in this Section and unless the context otherwise requires:

(1) *Loitering* means, whether in a group or as an individual, to stand idly about, loaf, prowl, congregate, wander, linger, proceed slowly or with many stops, to delay or dawdle.

(2) *Designated Offender* means any person who has been convicted of a sex offense against a child, and/or is required to register under Wis. Stat. § 301.45 for any sexual offense against a child, and/or is under court ordered supervision by the Wisconsin Department of Corrections for any sexual offense against a child, unless the offender was under the age of eighteen at the time of the offense and the offender was not tried and convicted of the offense as an adult.

(3) *Child Safety Zone* means a location or area determined by the City to be a location or area where children congregate. A Child Safety Zone includes:

a. At any time: Public playgrounds; public or private schools; athletic fields used by children; daycare facilities; facilities for children's clubs, such as Boy Scout and Girl Scout houses; specialized schools or facilities for children, such as gymnastics academies or dance schools; group homes for children; residential care centers for children; shelter care facility; foster home; treatment foster home; youth centers.

b. When children are present or are reasonably presumed or known to be present: public parks, parkways, parklands, or park facilities; public libraries; recreational trails; public swimming pools or aquatic facilities.

(c) *Restriction on entry or presence.* No Designated Offender shall enter or be present in or upon any Child Safety Zone.

(d) *Exceptions.* A Designated Offender may enter or be present in or upon a Child Safety Zone if any of the following apply:

(1) The property also supports a church, synagogue, mosque, temple or other house of religious worship, subject to all of the following conditions:

a. The Designated Offender's entrance and presence upon the property occurs only during hours of worship or other religious program/service as posted to the public; and

b. The Designated Offender shall not participate in any religious education programs that include individuals under the age of 18.

c. The Designated Offender sends advance written notice to an individual designated by the church to be in charge and receives advance approval from that individual allowing the offender's attendance.

(2) The property also supports a use lawfully attended by a Designated Offender's natural or adopted child(ren), which child's use reasonably requires

the attendance of the Designated Offender as the child's parent upon the property, subject to the following condition:

a. The Designated Offender's entrance and presence upon the property occurs only during hours of activity related to the use as posted to the public.

b. The Designated Offender sends advance written notice to an individual designated by the property owner to be in charge of the property's enumerated use, and receives advance approval from that individual allowing the offender's attendance.

(3) The property also supports a polling location in a local, state or federal election, subject to all of the following conditions:

a. The Designated Offender is eligible to vote;

b. The property is the designated polling place for the Designated Offender; and

c. The Designated Offender enters the polling place property, proceeds to cast a ballot with whatever usual and customary assistance is to any member of the electorate, and vacates the property immediately after voting.

(4) The property also supports a school lawfully attended by the Designated Offender as a student, subject to the following condition:

a. The Designated Offender may enter upon the property supporting the school at which the Designated Offender is enrolled, for such purposes and at such times as are reasonably required for the educational purposes of the school.

(5) The property also supports a court, government office or room for public governmental meetings, subject to all of the following conditions:

a. The Designated Offender is on the property only to transact business at the government office or place of business, other than a public library, or attend an official meeting of a governmental body; and

b. The Designated Offender leaves the property immediately upon completion of the business or meeting.

(6) The Designated Offender has received preapproval from the City of Portage Police Department allowing the offender's presence within a specific Child Safety Zone.

(e) *Restriction on loitering.* No Designated Offender shall loiter within a 100 foot radius of a Child Safety Zone at a time or in a manner not usual for law-abiding individuals under circumstances that warrant alarm for the safety of persons or property in the vicinity.

(f) *Penalties.* Any person violating any provision of this section shall be subject to the general penalty provisions of Sec. 1-15.

(g) *Severability.* The provisions of this Ordinance shall be severable. If any provision of this Ordinance is held invalid, the remainder of the Ordinance shall not be affected.

(h) *Effective Date.* This Ordinance shall take effect upon passage and publication thereof.

Passed this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
W.F. "Bill" Tierney, Mayor

Attest:

\_\_\_\_\_  
Marie A. Moe, City Clerk

First and second readings: 12/12/13

Third reading:

Published:

Ordinance requested by:  
Police Department

**ORDINANCE NO. 13-021**

**ORDINANCE RELATIVE TO BARKING DOGS OR CRYING CATS**

The Common Council for the City of Portage does hereby Ordain as follows:

The following Section is hereby repealed:

**Section 6-109**

The following Section is hereby recreated to read as follows:

**Section 6-109**

It shall be unlawful for any person to knowingly keep or harbor any dog, cat or other animal which habitually barks, howls, yelps, cries or makes any other unreasonably loud noise, and such conduct is hereby declared to be a public nuisance. Habitually does not mean barking, howling, yelping, crying or making unreasonably loud noise on infrequent occasions, but does mean barking, howling, yelping, crying or making unreasonably loud noise sufficiently often so as to be unreasonably disturbing to other persons in the neighborhood. A dog, cat or other animal is considered to be in violation of this section when three complaints have been verified by a law enforcement officer within a four-week period.

This Ordinance shall take effect upon passage and publication thereof.

Passed this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
W.F. "Bill" Tierney, Mayor

Attest:

\_\_\_\_\_  
Marie A. Moe, City Clerk

Ordinance requested by:  
Legislative and Regulatory Committee

## ORDINANCE NO. 14-001

### ORDINANCE RELATIVE TO PANHANDLING

The Common Council for the City of Portage does hereby Ordain as follows:

**Section 46-44** is hereby repealed and re-enacted in its entirety as:

#### **Section 46-45**

**Section 46-45. Penalties.** Any person violating any provision of this article shall, upon conviction of a violation, be subject to the penalties as prescribed by section 1-15.

The following Section is hereby created to read as follows:

#### **Section 46-44**

#### **Section 46-44. Panhandling.**

(a) As used in this section, panhandling means any solicitation made in person upon any street, public place or park in the city, in which a person requests an immediate donation of money or other gratuity from another person, and includes but is not limited to seeking donations:

- (1) By vocal appeal or for music, singing, or other street performance; and,
- (2) Where the person being solicited receives an item of little or no monetary value in exchange for a donation, under circumstances where a reasonable person would understand that the transaction is in substance a donation.

However, panhandling shall not include the act of passively standing or sitting nor performing music, singing or other street performance with a sign or other indication that a donation is being sought, without any vocal request other than in response to an inquiry by another person.

- (3) It shall be unlawful to engage in an act of panhandling on any day after sunset, or before sunrise.
- (4) It shall be unlawful to engage in an act of panhandling when either the panhandler or the person being solicited is located at any of the following locations; in a vehicle which is parked or stopped on a public street or alley; in a sidewalk cafe; or within twenty (20) feet in any direction from an

automatic teller machine, an alcohol licensed establishment, an entrance to a bank, or an intersection.

(5) It shall be unlawful to engage in an act of panhandling in an aggressive manner, including any of the following actions:

- 1) Touching the solicited person without the solicited person's consent.
- 2) Panhandling a person while such person is standing in line and waiting to be admitted to a commercial establishment;
- 3) Blocking the path of a person being solicited, or the entrance to any building or vehicle;
- 4) Following behind, ahead or alongside a person who walks away from the panhandler after being solicited;
- 5) Using profane or abusive language, either during the solicitation or following a refusal to make a donation, or making any statement, gesture, or other communication which would cause a reasonable person to be fearful or feel compelled; or,

(6) Panhandling shall not be defined to include the solicitation of funds from viewers for community sponsored activities.

(7) Each act of panhandling prohibited by this section shall constitute a public nuisance and a separate violation of this Code. Each violation shall be punishable as provided in the general penalty provisions of Sec. 1-15.

(8) The provisions of this Ordinance shall be severable. If any provision of this Ordinance is held invalid, the remainder of the Ordinance shall not be affected.

Passed this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
W.F. "Bill" Tierney, Mayor

Attest:

\_\_\_\_\_  
Marie A. Moe, City Clerk

Ordinance requested by:  
Police Department

## ORDINANCE NO. 14-002

### ORDINANCE RELATIVE TO WEIGHTS AND MEASURES

The Common Council for the City of Portage does hereby Ordain as follows:

The following Sections are hereby repealed and recreated to read as follows:

#### **Chapter 14, Article X. Weights and Measures**

##### **Sec. 14-371. Authority.**

This article is adopted under the authority granted by Wis. Stats. Chapter 98.

##### **Sec. 14-372. Appointment of inspectors.**

In order to assure compliance with this section, the city hereby grants the authority and duties of sealers and inspectors required by this section to the State of Wisconsin Department of Agriculture, Trade and Consumer Protection (DATCP) pursuant to Chap. 98.04, Wis Stats.

##### **Sec. 14-373. Definitions.**

(a) Commercial weighing or measuring devices. Devices used or employed in establishing the size, quantity, extent, area or measurement of quantities that are required to be annually inspected and/or licensed by DATCP.

##### **Sec. 14-374. License.**

(a) License requirements. No person shall operate or maintain any commercial weighing or measuring devices or any other weights and measures or systems and accessories related thereto that require license and/or inspection

by (DATCP) which are used commercially within the City of Portage for determining the weight, measure or count unless such device is inspected and/or licensed by DATCP.

**Sec. 14-375. Enforcement.**

(a) The City of Portage shall contract with DATCP's Weights and Measures team who shall be responsible for regularly monitoring the accuracy of gas pumps, price scanners, scales and package weights to ensure accuracy. It shall be the duty of the city clerk to notify DATCP and request the immediate enforcement of un-inspected and/or unlicensed devices that are discovered through complaint or as part of other City of Portage inspections.

**Sec. 14-376. Fees assessment.**

Annual assessment. The common council may annually assess fees to each licensee based equally on the number of weights and measures licensed issued as of July 1 of each year. The total of the fees assessed and the fees collected shall not exceed the actual costs of the weights and measures program.

(1) Clerk to prepare assessment schedule. The city clerk shall at least annually prepare a proposed schedule of assessments and the clerk's proposed schedule shall be submitted to the common council. A copy of the proposed schedule together with notice of the date and time at which the council will consider the assessments shall be mailed to each licensee.

(2) Common council determines assessment. At least ten days after such mailing, the common council shall consider the clerk's proposed schedule of

assessments and determine the schedule of assessments on a reasonable basis. The city clerk shall mail to each licensee an invoice for the amount of the fee assessed to the licensee as determined by the common council and each licensee shall pay the fee assessed within thirty (30) days after the date the invoice is mailed.

(3) Failure to pay assessment. If the assessed fee is not paid within 45 days of the date of mailing of the invoice, an additional administrative collection charge of ten percent of the fee shall be added to the amount due, plus interest shall accrue thereon the rate of one percent per month or fraction thereof until paid. If the licensee is the owner of the real estate premises where the licensed weights and measures devices are located, any delinquent assessment shall be extended upon the current or the next tax roll as a charge against the real estate premises for current services, as provided in Section 66.60(16), Wis. Stats. No licenses shall be issued or renewed under this section if the licensee is delinquent in the payment of a fee assessed under this article.

(4) Mailing of notices. Schedules, notices and invoices shall be considered mailed to a licensee when mailed by first class mail, postage prepaid, to the licensee's address as shown on the application form.

(5) Change of ownership. If the ownership of a commercial business licensed under this section is transferred during a license year, the owner of the business as of July 1 of the license year shall be liable and responsible for the payment of the fees assessed under this section.

**Sec. 14-377. Penalty.**

In addition to any other remedy, any person who fails to comply with the provisions of this article shall be subject to the provisions of section 1-15. Each day a violation exists or continues shall constitute a separate offense.

**Sec. 14-378—14-399. Reserved.**

This Ordinance shall take effect upon passage and publication thereof.

Passed this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
W.F. "Bill" Tierney, Mayor

Attest:

\_\_\_\_\_  
Marie A. Moe, WCPC, MMC, City Clerk

1<sup>st</sup> and 2<sup>nd</sup> Readings: \_\_\_\_\_  
Rules Suspended by Motion: \_\_\_\_\_  
3<sup>rd</sup> Reading: \_\_\_\_\_

Ordinance requested by:  
Legislative and Regulatory Committee

**RESOLUTION NO. 14-001**

**RESOLUTION RELATIVE TO PUBLIC ALLEY EASEMENTS WITH  
GUNDERSON CONSTRUCTION CO. AND OAK HILLS CONDOMINIUM  
OWNERS ASSOCIATION, INC.**

**WHEREAS**, the Plan Commission approved a Certified Survey Map for Gunderson Construction Co. contingent upon the city receiving a 10 foot wide public alley easement on Tax Parcel No. 3144.D abutting Lots 1 and 2 of the proposed Certified Survey Map.; and

**WHEREAS**, attached to this Resolution are Easement Agreements providing for the public alley.

**NOW THEREFORE, IT IS HEREBY RESOLVED** by the Common Council of the City of Portage that the Mayor and City Clerk be and they are hereby authorized to execute the attached Easement Agreements with Gunderson Construction Co. and Oak Hills Condominium Owners Association, Inc. for the public alley.

**DATED** this 9<sup>th</sup> day of January, 2014.

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W.F. "Bill" Tierney, Mayor

Attest:

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Marie A. Moe, WCPC, MMC, City Clerk

Resolution requested by:  
Plan Commission

**RESOLUTION NO. 14-002**

**RESOLUTION RELATIVE TO ECONOMIC DEVELOPMENT GRANT FOR THE BALL ROOM LLC**

**WHEREAS**, the City of Portage previously granted The Ball Room LLC, Michael Ganz, agent, a Reserve “Class B” license on June 13, 2013; and

**WHEREAS**, the City of Portage Code of Ordinances allows the holder of a Reserve “Class B” license to apply for economic development grants in a total amount not to exceed \$10,000 within twelve months of the date of the issuance of the license; and

**WHEREAS**, The Ball Room LLC has submitted an Economic Development Grant application in the amount of \$10,000.00; and

**WHEREAS**, the Reserve Liquor License Grant Review Subcommittee has reviewed and approved the Economic Development Grant.

**NOW THEREFORE**, be it hereby resolved by the Common Council of the City of Portage that the Economic Development Grant for The Ball Room LLC in the amount of \$10,000.00 is approved.

**DATED** this 9th day of January, 2014.

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W.F. “Bill” Tierney, Mayor

Attest:

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Marie A. Moe, WCPC, MMC, City Clerk

Resolution requested by: Reserve Liquor License Grant Review Subcommittee

Mayor Tierney & Portage BID board,

I am resigning from the Portage BID board  
as of January 1<sup>st</sup>, 2014.

I have enjoyed volunteering time, to help  
make downtown Portage a better place to  
live, shop and work.

Thankyou  
Steve Johnson

