

**City of Portage Common Council Meeting
Council Chambers of City Municipal Building
115 West Pleasant Street, Portage, WI
Public Hearing – 7:00 p.m.**

**Regular Meeting – Immediately Following Public Hearing, approximately
7:10 p.m.**

**November 24, 2015
Agenda**

Public Hearing – 7:00 p.m.
Proposed 2016 Budget

Regular Meeting – Immediately Following Public Hearing, approximately 7:10
p.m.

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Approval of Agenda
5. Minutes of Previous Meeting
6. Consent Agenda
 - A. Reports of Sub-Committees, Boards, and Commissions
 1. Business Improvement District Board of Directors, November 11, 2015
 2. Historic Preservation Commission, November 11, 2015
 3. Airport Commission, November 18, 2015
 - B. License Applications
 1. Operator
7. Committee Reports
 - A. Finance/Administration Committee, November 9, 2015
 1. Consideration of recommendation for approval of 2015 Budget Encumbrances
 - B. Park and Recreation Board, November 10, 2015
 - C. Plan Commission, November 16, 2015
 - D. Human Resources Committee, November 17, 2015

1. Consideration of recommendation for approval of appointment of Jill M. Scherbert to the Receptionist/Administrative Assistant position
 2. Consideration of recommendation for approval of agreement with International Association of Fire Fighters Union Local No. 2775
 3. Consideration of recommendation for approval of agreement with Wisconsin Professional Police Association Law Enforcement Employee Relations Division
 4. Consideration of recommendation for approval of agreement with Teamsters Union Local No. 695
8. Unfinished Business
- A. Ordinances
 1. Ordinance No. 15-007 relative to Miscellaneous Offenses (Regulation of Smoking, E-Cigarettes) Tabled 05/14/15 until such time the State Legislature takes action on the proposed legislation
 2. Ordinance No. 15-012 relative to Fire Prevention & Protection
9. New Business
- A. Ordinances
 1. Ordinance No. 15-014 relative to Administration
 - B. Resolutions
 1. Resolution No. 15-043 relative to Establish Designated Special Purpose Funds
 2. Resolution No. 15-044 relative to Adopting 2016 Budget and Tax Levy
 3. Resolution No. 15-045 relative to Contract with Safebuilt for Building Inspection/Property Maintenance Services
 4. Resolution No. 15-046 relative to Final Resolution authorizing Public Improvement and Levying Special Assessments Against Benefited Property in Portage, Wisconsin (2015 Street and Utility Project)
 5. Resolution No. 15-047 relative to the Discontinuance of a Portion of Mullett Street in the City of Portage, Columbia County, Wisconsin, Pursuant to Wis. Stat. §66.1003
 - C. Resignation – Historic Preservation Commission & Business Improvement District Board of Directors, Marlana Cavanaugh
 - D. Appointment- Business Improvement District Board of Directors- Sherry Douglas
 - E. Mayor's Comments

1. December meeting schedule
2. 2016 Elections
3. Holiday train
4. ABC Grant

- F. City Administrator Report
1. Canal Remediation

10. Adjournment

If you require special accommodations for the meeting, please contact the City Clerk's Office at 608-742-2176, no later than 48 hours prior to the meeting.

NOTICE OF PUBLIC HEARING

CITY OF PORTAGE PROPOSED

2016 BUDGET

Notice is hereby given that the City of Portage will hold a Public Hearing on the proposed 2016 Municipal Budget at 7:00 p.m., Tuesday, November 24, 2015, in the Council Chambers at the Portage Municipal Building. The proposed budget is presented in summary below; a copy of the full text budget document is available for public inspection at the Portage Municipal Building, 115 West Pleasant Street and Portage Public Library, 253 West Edgewater Street during normal business hours. The elevator in the Municipal building will be under repair so if you require accommodations for the meeting room please contact Marie Moe 742-2176 x333 no later than Friday, November 20th.

GENERAL FUND

	<u>2015</u>	<u>2016</u>	<u>%</u>
	<u>Budget</u>	<u>Proposed</u>	<u>Change</u>
<u>Revenues</u>			
Taxes			
General Property Tax	3,697,961	\$3,719,820	0.59%
Other Taxes	381,562	\$393,706	3.18%
Special Assessments	-	-	
Intergov't Revenue	2,487,193	2,499,735	0.50%
Licenses & Permits	207,555	167,615	-19.24%
Fines & Forfeitures	171,800	194,800	13.39%
Charges for Services	111,455	120,446	8.07%
Miscellaneous Revenue	79,702	77,331	-2.97%
Intergov't Charges	246,535	251,535	2.03%
Reserves Applied	88,540	88,540	
Total Revenues & Reserves	7,472,303	7,513,528	0.55%

Expenditures

General Government	964,950	961,376	-0.37%
Municipal Court	122,140	124,326	1.79%
Law Enforcement	2,632,607	2,601,663	-1.18%
Fire Protection	1,242,568	1,249,717	0.58%
Public Works	1,869,920	1,926,663	3.03%
Parks & Recreation	622,188	630,440	1.33%
CATV	17,930	19,343	7.88%
Total Expenditures	7,472,303	7,513,528	0.55%

All Governmental and Proprietary Funds Combined

	<u>Estimated Fund Balance</u>	<u>Projected</u>	<u>Projected</u>	<u>Projected</u>	<u>Property</u>
	<u>Jan-16</u>	<u>Revenues</u>	<u>Expenses</u>	<u>Fund Balance</u>	<u>Tax</u>
				<u>31-Dec</u>	
General Fund	3,779,480	7,513,528	7,513,528	3,779,480	3,719,820
Special Rev	132,946	2,518,032	2,530,532	120,446	486,949
Debt Service	2,660	2,280,807	2,280,807	2,660	773,290
Capital Proj.	1,890,013	4,063,538	4,063,538	1,890,013	-
Proprietary	15,747,240	3,776,694	3,577,062	15,946,872	-
Total	21,552,339	20,152,599	19,965,467	21,739,471	4,980,059

Proposed 2016 Tax Levy = 4,980,059
Actual 2015 Tax Levy = 4,843,195
Per Cent Change in Levy = 2.83%

Marie A. Moe, WCPC, MMC
 City Clerk

Common Council Proceedings
City of Portage

Regular Meeting
Council Chambers
City Municipal Building

November 12, 2015
7:00 p.m.

1. Call to Order

Mayor Tierney called the meeting to order at 7:00 p.m.

2. Roll Call

Present: Ald. Charles, Dodd, Hamburg, Havlovic, Klapper, Kutzke, Lynn, Maass

Excused: Ald. Monfort

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

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

3. Pledge of Allegiance

The Pledge of Allegiance was recited.

4. Approval of Agenda

No changes.

5. 2016 Proposed Budget Presentation

City Administrator Murphy and Finance Director Mohr gave an overview of the proposed budget.

6. Minutes of Previous Meeting

Motion by Klapper, second by Charles to approve minutes of the October 22, 2015 Common Council meeting. Motion carried unanimously on call of roll.

7. Consent Agenda

Reports of Sub-Committees, Boards, and Commissions
Cable TV Commission meeting of September 23, 2015

Library Board meeting of October 13, 2015
Business Improvement District Board of Directors meeting of October 14, 2015
Emergency Planning Committee meeting of October 30, 2015
Board of Zoning Appeals meeting of November 2, 2015
Tourism Promotion Committee meeting of November 3, 2015

Motion by Dodd, second by Hamburg to accept the reports on the consent agenda. Motion carried unanimously on call of roll.

License Applications

Operator license applications for Daniel D. Koch, Kurt R. Lauth, William R. Loberg, Laura J. Rostamo, Kellie M. Talbot, Amber L. Witte.

Motion by Maass, second by Charles to approve the license applications as presented. Motion carried unanimously on call of roll.

8. Committee Reports

Plan Commission meeting of October 19, 2015

Finance/Administration Committee meeting of October 26, 2015

Finance/Administration Committee meeting of November 2, 2015

Motion by Dodd, second by Charles to approve claims in the amount of \$1,777,836.24. Ald. Charles questioned the payment to Northern Escrow, Inc. (Great Lakes Marine Contracting, Inc.) for the retaining wall at the beach. He would like 15% withheld from the payment, instead of 2.5% until the issues with the retaining wall are resolved. Motion by Charles, second by Maass to amend the motion to withhold 15% (\$22,081.80) from the payment to Northern Escrow, Inc. for Great Lakes Marine Contracting, Inc., changing the total claims amount to \$1,767,086.54. Motion carried unanimously on call of roll.

Motion by Dodd, second by Hamburg to Task Order No. 15-02 and Task Order No. 15-03 with Strand Associates, Inc. for IT services. Motion carried unanimously on call of roll.

Motion by Dodd, second by Charles to approve the Agreement for Bank Tax Collection with Bank of Wisconsin Dells Company. Motion carried unanimously on call of roll.

Motion by Lynn, second by Dodd to approve the Inter-Municipal Agreement between City of Portage, Town of Caledonia, Town of Fort Winnebago, Town of Lewiston, Town of Pacific, and the Portage Firefighters Association. Motion carried unanimously on call of roll.

Legislative and Regulatory Committee meeting of November 2, 2015

Municipal Services and Utilities Committee meeting of November 5, 2015

Park and Recreation Board meeting of November 10, 2015

City Administrator Murphy explained that ATC will be replacing the power tower in Sunset Park, and removing the tower on the island in the Wisconsin River. The osprey nest on the tower on the island will be relocated. Alternate locations are being considered. The level of lead in the current towers present a hazard. Ald. Klapper, Hamburg, Kutzke and Lynn wished to see the osprey nest remain on the island outside of the easement area, and did not wish to take action until the location was determined. City Administrator Murphy explained that ATC's offer expires tomorrow, so the easement must be approved this evening; and that discussions will continue with ATC regarding the location of the osprey nest. Director of Public Works Redelings stated that if the easement is not approved, ATC will proceed with acquiring the property through the eminent domain law. Motion by Maass, second by Charles to approve the Easement. Motion received a 4 to 4 tie vote on call of roll with Hamburg, Klapper, Kutzke, and Lynn voting no. Mayor Tierney broke the tie voting in favor of the Easement.

9. Unfinished Business

Ordinances

Ordinance No. 15-007 relative to Miscellaneous Offenses (Regulation of Smoking, E-Cigarettes) Tabled 05/14/15 until such time the State Legislature takes action on the proposed legislation. No action taken.

Ordinance No. 15-013 relative to Motor Vehicles & Traffic received its second reading. Motion by Maass, second by Charles to pass Ordinance No. 15-013 relative to Motor Vehicles & Traffic. Motion carried unanimously on call of roll.

10. New Business

Ordinances

Ordinance No. 15-012 relative to Fire Prevention and Protection received its first reading. There was a question with regard to propane patio heaters; which will be included for the second reading of the ordinance.

World Pancreatic Cancer Awareness Day

The Proclamation for World Pancreatic Cancer Awareness Day was read.

Mayor's Comments

Residents were reminded to not rake leaves into the curb.

The recent newsletter was a huge success.

The holiday parade will take place the Friday after Thanksgiving.

Department Report - Fire

Fire Chief Simonson explained the department's ongoing training programs; new equipment purchased; and types of calls responded to this year. The Paid on Call Staff has 32 members and there have been several promotions. A Paid-On-Premise program is being considered for 2016.

City Administrator Report

A Public Information meeting for the Wisconsin and DeWitt Street (Ontario Street to East Pleasant Street) Project will be held November 17th, beginning at 5:00 p.m. with a formal presentation at 6:00 p.m.

The Public Hearing for the proposed 2016 budget will be held November 24th.

The elevator project at the Municipal Building is beginning. All meeting notices will contain a clause that if a person requires special accommodations, they should contact the City. In that event, the meeting location will be moved to the Portage Enterprise Center.

The Human Resources Committee meeting will begin at 7:00 p.m. on November 17th.

11. Adjournment

Motion by Dodd, second by Charles to adjourn. Motion carried unanimously on call of roll at 8:33 p.m.

Marie A. Moe, WCPC, MMC
City Clerk

City of Portage
Business Improvement District Board of Directors
Wednesday, November 11, 2015, 7:30 a.m.
City Municipal Building, 115 W Pleasant St
Conference Room One
Minutes

Present: President Peggy Joyce, Vice President- Dennis Rupers, Treasurer Shane Schmidt, Secretary Ian Dumbleton, Fred Galley, John Krueger, Myrna Hooper & Sheila Link.

Also present: Scott Davis, BID Contractor, Marianne Hanson-Portage Chamber of Commerce, Steve Sobiek, Sherry Douglas, Klay Vehring, Tricia Pionke.

- 1. President Joyce called the meeting to order at 7:35 am.**
- 2. Discussion and request for approval of BID Meeting minutes for October 14, 2015.**
President Joyce presented the meeting minutes for approval. Motion by Schmidt, second by Krueger to approve the October 14, 2015. Motion passed
- 3. Discussion and update on Fred Galley's idea for a weekly Saturday event.**
No update committee working on planning
- 4. Discussion and possible action on letter to City regarding old Hill Ford Demolition site**
Director Galley brought up the discussion on the old Hill Ford site inquiring if we could get a letter to the city to get some action on the demolition of the old site in order to clear up the eye sore at the city moves forward with downtown building projects. Per Steve Sobiek there is some potential development that may be happening with the site. Director Galley will do more research and see what needs to be done.
- 5. Discussion and possible action on BID Committee Chairman Reports**
Discussion moved to Executive Committee report.
President Joyce reported that the executive committee did not meet.

Discussion moved to new director candidates to fill the vacant director seat left by Marlena Cavanaugh's resignation. There are four nominees and one spot open until December the board took a vote of potential candidates (Sherry Douglas, Klay Vehring, Mila Stahl, and Carol Shogren) There was a tie-breaker between Douglas and Stahl with Douglas winning the nomination with an open vote Of 5-4. The other nominees can be voted in next month as we have open board positions due to terms expiring and Director resignations.

Discussion moved to Building & Grounds Committee report.

President Joyce asked if everyone received the BID Contractor's report from Scott Davis. All agreed that they read the report and no questions or comments were offered. Motion by Dumbleton, second by Rupers to accept the October 2015 Contractor's Report. Motion passed. Contractor's Report is included as Addendum1BIDNOV.pdf.

Treasurer Schmidt presented the Committee with the buildings and grounds report stating that we are fully out of the old storage building. Treasurer Schmidt also talked to Phil Koch and got permission to move the DPI stage to Building # 7. Schmidt also reported that the timed locks for the bathroom facilities are now operation and are open from 8:30am to 6:30pm.

Discussion moved to Farmer’s Market Committee report.

Secretary Dumbleton reported that the Farmers Market had another successful year bringing in \$2103 in revenue. There was also discussion on moving the close time of the Farmers Market from 6pm to 5pm as we have heard from a good number of the vendors over the last two years that they would like to see the Market close an hour early due to low traffic in the last hour and most have sold their goods by that time. The board decided to change the hours to 12pm-5pm for the 2016 season.

Discussion moved to Grants Committee report.

Discussion and possible action on \$6655 grant request from DPI for Yuletide. Tricia Pionke presented the request for funds. Vice President Rupers made a motion to approve the Grant request of \$6655 for the Yuletide event, second by Schmidt, Motion passed

Discussion moved to Marketing Committee report.

Marianne Hanson gave an update on the holiday marketing stating that the radio ad had been approved and the TV commercial has been taped and they are working on editing. Treasurer Schmidt and Director Hooper have been in contact with Marianne and her team for marketing approval. The Chamber will work on putting together the marketing plan proposal for February meeting.

Discussion moved to Streetscape Committee report.

Treasurer Schmidt reported that the Christmas Trees and boughs for Holiday decoration were put up with the help from Portage pride Volunteers, and thanked all of those who helped. President Joyce shared an idea from her visit to some small towns in Michigan and really enjoyed some unique things they did with alley ways and will be sending pictures to the board for ideas

Discussion and update on involvement with Downtown Portage, Inc.

Director Link reported that DPI is looking to find more participants for the Holiday Parade.

6. Discussion and possible action on treasurer’s report.

Claims to pay

Treasurer Schmidt presented the Claims to Pay Voucher list for November, 2015. Schmidt presented the Claims to pay in the amount of \$5519.26 . Motion by Krueger, second by Hooper to approve the presented Claims to Pay list in the amount of \$5519.26. Motion passed. Claims to pay list included as Addendum2BIDNOV.pdf.

Financials – July 2015

Treasurer Schmidt presented the Financials for October. Motion by Dumbleton to approve financials, second by Krueger. Motion passed.

7. Adjournment

Motion by Joyce, second by Schmidt to adjourn the meeting at 9:00 am. Motion passed.

Respectfully Submitted by Ian Dumbleton BID Secretary.

2015 Monthly BID Maintenance Contractor Report 10/01/15-10/31/15

To: BID Board

From: Scott Davis

BID District Trash Cans:

- Check all BID district trash cans empty as needed. Check all BID sidewalks and clean up trash along the curbs and cigarette butts.

Farmers Market:

- The last day for the Farmers Market was Oct. 29th there were only about 6 vendors do to the weather. I put away the banners and sandwich boards for the year. Hopefully next year we can come up with some new banners in different locations.

BID Equipment:

- I started checking out the BID equipment to get everything ready for the upcoming winter season. The Bobcat and Polar Trac are running good and ready to go.

BID Building:

- I moved everything out of the BID building and put it in the new building.

Miscellaneous:

- I pulled out all the flowers and cleaned up the barrels getting them ready for the Christmas decorations. I am still getting complements on how good the flowers looked this year.

2015
City of Portage
Business Improvement District
November Schedule of Vouchers

#	Date	Charge Acct	Invoice #	Amount	Vendor	Description	Account #	Description
1				\$2,500.00	BKO, LLC - Scott Davis	November 2015 Services	241	Custodial Services
2	10/28/2015	118698-013	7086830000	\$8.86	Alliant Energy	BID Building Electrical	221	Electrical & Gas
3	11/1/2015		64398	\$385.40	Turnkey Media Solutions	Downtown Music- Satellite Radio	320	PUBLICATIONS, SUBSCRIPTIONS
4	11/16/2015			\$2,475.00	WMNTV-Attn:Nicole Booher	NBC 15 Holiday Commercial	296	Marketing
5	11/6/2015		*	\$150.00	Scott Davis	Rehabilitate for vacuuming \$25.00 Travel time clean and to get vacuum running	352	REPAIR/MAINT SUPP-EQUIPMENT
6						Conduct 100 Risk Mgmt Review report holding on Public's Risk	351	REPAIR/MAINT SUPPLIES-BLDG & G
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								

Total: \$5,519.26

Pre Paid Expense Account #055

1	11/6/2015			\$50.00	Midland Plastics	Plastic for plow blades	352	REPAIR/MAINT SUPP-EQUIPMENT
2	11/5/2015			\$59.21	Solar Illuminations	Solar LED Xmas Light	860	
3	10/26/2015			2.95	Walgreens Balance	Monthly Fees	590	REPAIR/MAINT SUPP-EQUIPMENT Small Equipment
4	10/23/2015			\$192.38	Portage Lumber	Garbage Bags	352	REPAIR/MAINT SUPP-EQUIPMENT Bank Fees
5	10/13/2015			\$41.00	Market Basket	Diesel	342	REPAIR/MAINT SUPP-EQUIPMENT Gasoline/Oil
6								
7								
8								

Total: \$345.54
Balance On Card: \$830.94

Approved for payment during City of Portage Business Improvement District Committee meeting dated _____

Shane Schmitt, Treasurer
 BID Board of Directors

Date _____

Approved Future Expenditures

#	Minutes Date	Amount	Account #	Description	Vendor	Description
1	7/10/2013	\$7,500.00	351	Repairs/Maintenance Supplies		Trees
2	10/9/2013	\$1,500.00	821	Buildings & Grounds	Various - Mader/Alliant - \$1500 of \$5000	Thomson/Mullet BID Storage Facility - Repairs & Clean-up
3	11/13/2013	\$1,000.00	821	Buildings & Grounds	Various - Mader/Alliant - Additional \$1000	Thomson/Mullet BID Storage Facility - Repairs & Clean-up
4	1/22/2014	\$500.00	821	Buildings & Grounds	Fire Dynamics LLC & Various Vendors	Shed Heat & Fire Safety Items
5	10/14/2015	\$9,573.75	296	Marketing	Chamber of Commerce(\$2475- NBCL5.PD)	Holiday Advertising \$8325 + 15%(Chamber fee)=\$9573.75
		Total:		\$20,073.75		

Designated Fund Balance - \$96,167

#	Minutes Date	Amount	Description
1	9/11/2013	\$23,708.00	Streetscape (Planers: \$392/Plant Hangers: \$400-5/13/2015) \$27,500 Started 2015
2	9/11/2013	\$36,205.00	Buildings & Grounds(New Storage: \$4420 Elect: \$750-10/14/15)
3			
4			
		Total:	\$59,913.00

Coop Funds with the City of Portage

#	Minutes Date	Amount	Description
1			
2			
3			
4			
		Total:	\$0.00



Wisconsin Power and Light

Account Number
7086830000

Introducing your easier to read bill! Please note that you also have a new 10-digit account number. If you need assistance matching your new account numbers with your old ones, please call your account manager or the Business Resource Center at 1-866-255-4268 and press 2 twice.

THANK YOU FOR YOUR PAYMENT

Payment Received	Oct 19, 2015	\$9.21 CR
Total Payments		\$9.21 CR

Non-Residential Electric Service

Rate: GS1 - General Electric Service Billed for: 30 Days

Billing Period	Meter Number	Current Reading	Previous Reading	Metered Units	Multiplier	Usage
Sep 28 - Oct 28	931823733	580	571	9 kWh	1	9 kWh

We're excited to introduce new online options through our web self-service tool, My Account. With My Account, you can view and pay your bill online, see a summary of your energy use and sign up to receive billing-related text message alerts. You'll also find ways to manage your account information and payments. To access these new features, activate My Account at alliantenergy.com/myaccount.

Bill Factor Proration = 28 Days/30 Days = 0.9333333
Bill Factor Proration = 2 Days/30 Days = 0.0666667

Energy Charge	9.000 kWh X \$0.1219	X 0.0666667	\$0.07
Energy Charge	9.000 kWh X \$0.11092	X 0.9333333	\$0.93
2015 Fuel Adjustment	9.000 kWh X \$0.003229		\$0.03
Customer Charge	30 Days X \$0.2522		\$7.57
State-Wide Low-Income Assistance Fee			\$0.26
County Tax (100% exempt)	\$8.60 X 0.5%		\$0.00
Wisconsin Sales Tax (100% exempt)	\$8.60 X 5%		\$0.00
Total Current Charges			\$8.86

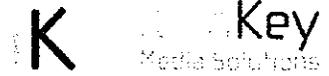
Please recycle

Message Board:

Paying by check? Visit alliantenergy.com or set up a free one-time automatic bank withdrawal by calling us at 1-800-ALLIANT (800-255-4268). Paying by credit card? Use Speedpay. We accept Visa, MasterCard, American Express and Discover. Business customers - there is an \$11.50 convenience fee to use Speedpay for each \$2,000 transaction. Call 1-877-429-4126 or go to alliantenergy.com/speedpay to make a payment.

3

TurnKey Media Solutions



7213 Sandscove Court Suite 10
Winter Park FL 32792
Phone 1.800.827.3120

BILL ID 64398
November 1st 2015

FOR:
XM Radio Business Service Annually INVOICE (yearly bill)
December 1st, 2015

Shane Schmidt
City of Portage
115 W. Pleasant Street
Portage WI 53901

Payment required via "check"

DESCRIPTION	AMOUNT
XM Radio Business Service Annually INVOICE (yearly bill) Radio ID - CANHX0HW Invoice fee \$2.00	\$385.40
SUBTOTAL	\$385.40
TAX TOTAL	\$0.00
TOTAL	\$385.40

You may access your account online.
Simply go to www.turnkeymediasolutions.com.
Select the "Account Login" at the bottom of the home page.

[Print](#)

NBC 15 ad payment application

From: **Brad Conrad** (graphics@portagewi.com)
Sent: Mon 10/19/15 11:08 AM
To: shaneschmidt@hotmail.com
1 attachment
Credit Application (12-2013).pdf (140.3 KB)

Good morning Shane,

I am working with Nicole at NBC 15 on the holiday ads. She sent me some info regarding payment that I am forwarding on to you. (An official start date for the ads as not been determined yet.)

Here is a credit application to apply for credit and pay after ad schedule has aired. You can email or mail back to Nicole Booher, nbooher@nbc15.com or direct to her attn. at WMTV, 615 Forward Dr., Madison, WI 53711.

Nicole did offer a couple other options for payment as well:

get ok for now
You can pay entire amount before schedule starts, by w/o 11/16 for \$2,475.00. Make check out to WMTV, mail to her attention at 615 Forward Dr., Madison, WI 53711.

You could split into two monthly payments, November will be \$1,290.00, pay by November 16th if your schedule starts 11/23. December will be \$1,185, pay by November 27th.

Brad

PACC



Balance Financial Prepaid MasterCard Card Statement

Card ending in: 9185

Information is updated each business morning after all transactions have been processed.

Summary of Account Activity

Current Balance	\$830.94
Total Loads This Period	\$497.00
Total Pending Authorizations	-\$59.21
Total Settled Transactions	-\$286.33

Transactions

Date ▲	Details	Amount
11/06/2015 6:45 AM	MIDLAND PLASTICS INC, NEW BERLIN WI, WI	-\$50.00
11/05/2015 11:32 AM	(Pending) SOLAR ILLUMINATIONS FORT MYERS FL	-\$59.21
10/26/2015 1:39 AM	Monthly Fee	-\$2.95
10/23/2015 5:49 AM	PORTAGE LUMBER DO, PORPORTAGE LUMBER DO PORTAGE WI	-\$192.38
10/20/2015 2:40 PM	Instant Issue Reload Cash	\$497.00
10/13/2015 5:51 AM	MARKET BASKET Q39, AGE WI, WI	-\$41.00

Transactions are displayed in MST

**City of Portage
Historic Preservation Commission
Wednesday, November 11, 2015, 6:00 p.m.
Municipal Building, 115 West Pleasant Street
Conference Room One
Minutes**

Members Present: Doug Klapper, Chairperson; Kristin Droste, Erin Foley, Gayle Mack, Stephanie Miller-Lamb
Guests Present: Bill Welsh (Cable TV)

1. Roll call

Klapper called the meeting to order at 6:01 pm.

2. Approval of previous meeting minutes

Miller-Lamb moved that the minutes for the meeting of October 7 be accepted as written. Droste seconded the motion, which passed unanimously by roll call vote.

3. Resignation of Commission member Cavanaugh

Klapper will submit Cavanaugh's resignation letter dated Aug. 5, 2015. Cavanaugh's name should no longer appear on the HPC agendas.

4. Discussion and possible action on claims

The General Ledger Activity Report shows \$433.83 in claims paid so far this year. Klapper will ask when the HPC will be billed for the Heritage Signs, and report at next month's meeting.

5. Discussion and possible action on proposed Sign Ordinance

To help HPC members understand the proposed Sign Ordinance, Mack and Droste photographed downtown buildings and noted dimensions of existing signs. The photographs were used as the Commission discussed section **10-377, District regulations**, of the draft ordinance.

The section of the proposed ordinance concerning signs in historic districts was modeled on that used by the city of Columbus. Mack noted that the dimensions in the draft ordinance limited projecting signs to extend no more than eight inches into the right-of-way. In Portage, the right of way begins at the building's façade. Mack has determined this is due to downtown Portage's location along a state highway. The business districts in Columbus are not along a highway, and may have a right of way that begins at the curb.

After extensive discussion, these resolutions were adopted by the Commission. (*Note: Proposed changes to the draft ordinance are underlined.*)

10-377 (b)(1) Wall signs. Mack moved that the paragraph be changed to read: "Wall signs placed against the exterior wall of a building shall not extend more than six inches beyond a building wall's surface, and shall not exceed 150 square feet in area for any one façade. The top of the sign shall not exceed 25 feet in height above the mean centerline street grade. Wall signs shall not cover historic architectural features such as windows, cornices, and date markers." Klapper seconded the motion, which passed unanimously by roll call vote.

10-377 (b)(2) Projecting signs. Mack proposed that the paragraph be changed to read: "Projecting signs fastened to, suspended from, or supported by structures shall not exceed 100 square feet in area for any façade, incorporating all sides of the sign. The sign shall not extend more than six feet into any required yard, extend more than five feet into any right-of-way, and shall not be less than ten feet above the mean centerline street grade and 15 feet

above a driveway or alley.” The Commission requests that the Planning Commission check the DOT standard height clearances to make sure that 15 feet is adequate. Miller-Lamb seconded the motion, which passed unanimously by roll call vote.

10-377 (b)(3) Ground signs. Mack moved that the third line of the paragraph be changed to read “...and shall not exceed 100 square feet on all sides for any premises.” Droste seconded the motion, which passed unanimously by roll call vote.

10-377 (b)(4) Roof signs. Mack moved that the paragraph be rewritten to: “Roof signs shall not exceed eight feet in height above the roof, shall meet all yard and height requirements for the district in which they are located, and shall not exceed 200 square feet on all sides for any one premise for one sign.” Miller-Lamb seconded the motion, which passed unanimously by roll call vote. Mack then proposed adding “Single story structures will require a variance for approval” as the final sentence. Klapper seconded the motion which passed unanimously by roll call vote.

The Commission was uncertain how to interpret **10-377 (b)(5) Combination of signs.** Mack moved that the planning commission provide a clarification of the intention of this item. Klapper seconded the motion, which passed unanimously by roll call vote. The Commission will discuss the revision at their next meeting.

Mack proposed that **10-377 (b)(6) Variances** be added to the proposed ordinance, with the wording “All variances will have initial review by the Historic Preservation Commission.” Droste seconded the motion, which passed unanimously by roll call vote.

6. Discussion and possible action on new Commission members

No potential Commission members have been found.

7. Discussion and possible action on National Historic Preservation Month (May) activities

Droste suggested the HPC sponsor tree planting in areas where trees have been cut down due to construction projects. Klapper will check on whether HPC funds can be used to pay for trees.

8. Discussion and possible action on parking lot naming

Better signs have been requested to identify parking lots in Portage. Municipal Services is working on the project. Mack would like new parking signs in the historic district to be reviewed by the HPC for location and design style. The Commission concurred with this, and hope that signs in the historic district will reflect the historic nature of the neighborhood.

9. Update on Intensive Survey

Timothy Hegglund and Joe DeRose will discuss the Survey project prior to the City Council meeting on Thursday, Dec. 10, at 6 p.m.

10. Adjournment

Chair Klapper adjourned the meeting at 8:04 pm.

Respectfully submitted,
Erin Foley
Secretary

City of Portage Airport Commission
Wednesday, November 18, 2015, 7:00 pm
City Municipal Building, 115 West Pleasant Street
Conference Room One
Minutes

Members present: Rita Maass, Chairperson; Barry Erath, Doug Klapper, Fred Langbecker, William Kutzke, David Tesch

Also present: John Poppy, Airport Manager; William Welsh, Cable TV

1. Roll Call

Meeting called to order at 7:00 pm by chairperson Maass

2. Approval of minutes from previous meeting.

Motion by David Tesch, second by William Kutzke to approve minutes from October 21, 2015 meeting. Motion carried 6-0.

3. Discussion and possible action replacement of light on water tower

Poppy informed commission that Electric 1 charges \$400.00 to go up and that they recommend new beacon light due to the fact they are not able to get parts any longer and have fabricated the unit twice already this year. John had discussed with Bob Redelings and Chair, he was informed to order the new light (the price approx. \$4000.00). The light has been ordered and should arrive yet this week. Discussion took place as to where the funding was coming from, as well as a shared cost with the Portage Water Utility. Motion by Barry Erath, second by William Kutzke to approve purchase of new beacon light with claim being forward to finance to determine source of funding, Motion carried 6-0.

4. Update on airport aid petition

Commission informed the reason for the resolution for petitioning state/fed aid being pulled from the Nov 12 Common Council agenda, as well as why it will not be on the Nov 24 agenda either. The city admin while reading the resolution that was include in the petition packet had "Where as the Plan Commission" had reviewed/approved the project and it cited a state statue ,he needed council from the city attorney. The city attorney emailed the city attorney stating that it indeed needed to go before Plan Commission. William Kutzke reviewed this and explained to the airport commission. It was felt by the Airport Commission that it is not necessary to go before Plan Commission at this time because at this time we are only doing maintenance work on the current Airport property(as stated in the statute, we are not relocating anything on the current site). In the future, when the need arises for obtaining easements and purchasing real estate, it would then go before Plan Commission. The Airport Commission feels it is prudent for cooperation from both the airport commission and the city of Portage, as well as we need to move forward in a timely fashion on this project. The commission felt that a meeting/telephone conference with the airport chair Rita Maass, Wm Kutzke, the mayor, the city admin, and Mary

Strait from the BOA/Dot as soon as possible. If after this meeting it was felt that it still need to go before the Plan Commission that a special joint meeting of Plan Commission and Airport Commission yet before the end of the meeting (the presentation that was given before could be given at the time as well as information recommended by the BOA that is necessary.)

5. Manager's reports.

Poppy gave an update on the search for venders to prepare hangar doors. One had questions regarding bonding, Poppy directed to speak with Bob Redelings or Shawn Murphy regarding this. Managers report attached.

6. Adjournment.

Motion by Barry Erath, second by William Kutzke to adjourn. Motion carried 6-0 on call of roll. Meeting adjourned at 7:50

Respectfully submitted,
Rita A. Maass

City of Portage

Operator's Regular

DAVID S. CARPENTER

**City of Portage
Finance/Administration Committee Meeting
Monday, November 9, 2015 6:00 p.m.
City Municipal Building, 115 West Pleasant Street
Conference Room One
Minutes**

Members: Rick Dodd, Chairperson; Mike Charles, Doug Klapper, Richard Lynn

Member Excused: Martin Havlovic

Also Present: Administrator Murphy, Finance Director Mohr, Alderperson Kutzke, Mike Jankowski, David Bain, Mike Bortz from General Engineering, Bill Welsh – Cable TV, Craig Sauer – Daily Register

1. Roll call

The meeting was called to order at 6:00 pm by Chairperson Dodd.

2. Approval of minutes from November 2, 2015.

Motion by Charles, second by Klapper to approve minutes from November 2, 2015.
Motion carried 4-0 on call of roll.

3. Discussion and possible recommendation on claims.

Mohr reviewed some of the higher dollar claims for construction projects noting the inclusion of the quarterly billing from Basset; a shed in lieu of roads for Silver Lake Cemetery; a payment to Northern Escrow for the Silver Lake parking lot wall; various projects at the Wastewater Plant; and a smaller dollar claim to Bill Kutzke for reimbursement of the printing expense from FedEx Office for the Airport presentation that is recommended for payment from the Airport Commission.

Lynn inquired as to payment of the Silver Lake wall; Murphy indicated that the City and General Engineering met and observed the aesthetics that need to be addressed and noted there is a \$11K retainage that will be held until this is completed. Dodd questioned the Silver Lake Cemetery change from repairing roads to replacing the shed; Murphy indicated this change took place during the borrowing process as Silver Lake pointed out the priority of replacing the deteriorating shed. It was requested that the Procurement Policy be sent out to all Committee Chairs and Council Members.

Motion by Klapper, second by Charles to recommend to approve claims in the amount of \$1,777,836.24. Motion carried 4-0 on call of roll.

4. Discussion and possible recommendation on Resolution establishing an Inspection Fund; and Employee Post-Retirement Fund.

Murphy indicated that administration is recommending the establishment of two Special Revenue Funds; an Inspection Fund and Employee Post-Retirement Fund. This is a method to comply with the Expenditure Restraint limitations and to better track

expenses. For 2016 the City would look to transfer approximately \$63K in Post-Retirement and \$74K in Inspection related costs from the General Fund. The Inspection related revenues will also be transferred; the Post-Retirement expenses will be funded by General Fund Surplus in the short term as the City looks for a longer term solution for funding. A couple options under investigation are the Wheel Tax and a Transportation Utility Fund.

Motion by Klapper, second by Charles to recommend the Resolution to establish an Inspection Fund and Employee Post-Retirement Fund. Motion carried 4-0 on call of roll.

5. Discussion and possible recommendation on proposals for building inspections in 2016.

Murphy reviewed the Building Inspection Proposal Recommendation as was previously presented at the October 26, 2016 meeting. The City advertised for and received 3 proposals for a one year building inspection, property maintenance and cross-connection inspections services. One firm subsequently withdrew their proposal leaving submittals from General Engineering Company (GEC) and Safebuilt Inspections (Safebuilt). He indicated that based on the RFP and interviews conducted by staff: Director Redelings; Director Sobiek; PW Assistant Tammy O'Leary; and himself, the City is recommending the contract be awarded to Safebuilt, formerly known as Independent Inspections, with a home base in Sun Prairie.

Murphy stated that although Safebuilt is slightly more expensive generating less net revenue for the City, their proprietary web based program tracks all permits issued and can be accessed by the City to determine the status; as well as the inspectors in the field to log activities real time and determine if construction observed has proper permits. The program is used to follow up on issued permits to insure inspections are conducted and closed out. In the interview, GEC indicated they were in the process of developing such a program but would continue to rely on paper documents in the interim.

Murphy further indicated that staff felt Safebuilt was proactive in that they recommended the City pursue designation as Certified Municipality through the State of Wisconsin. This designation would allow local building inspectors to conduct plan review for commercial developments and subsequent required inspections. This ability saves the permit applicant a great deal of time in obtaining a building permit as plan review at the state level can take up to 4 weeks or more. It was also later pointed out that Safebuilt, being based outside the community, may offer more objectivity; and that Safebuilt would assume the liability if the City would be designated a Certified Municipality. Both GEC and Safebuilt are established in multiple communities.

The City also reviewed the option of hiring an in house inspector and felt that with the wide realm of inspections (construction, electric, plumbing, & HVAC); along with still needing a backup to cover the position during absences or position vacancy it was not financially feasible.

Jankowski from General Engineering indicated that contrary to what was stated during the interview process GEC is further along than he was aware of with the development of their software and handed out some print outs indicating the data that could be tracked and is being tested with a couple municipalities at this time. The software is cellular and can be opened up to contractors and municipalities. He also stated that GEC does have some municipalities that are certified with the State and feels that adds an additional liability on to the municipality.

Lynn asked GEC about the company and their involvement with the community handing out a sheet with the contributions GEC has made to the community over the years. It was pointed out that GEC has been the City's inspector since 1998 and have staff based in the community that can and are immediately available.

Murphy stated that the recommendation by staff is based on the information in the RFP and interview process.

Motion by Lynn, second by Klapper to recommend awarding the contract to GEC. After some discussion as noted above, motion failed 1-3 on call of roll, with Lynn voting yes. Dodd indicated he voted no as to not go against staff's recommendation based on the RFP and interview process.

Motion by Klapper, second by Charles to recommend awarding the contract to Safebuilt based on staff's recommendation. Motion carried 3-1 on call of roll, with Lynn voting no. Lynn further commented that it's too bad that we don't support the people who support us. Murphy stated that this will go to Council on 11/24/15.

6. Discussion and possible recommendation on 2015 Budget Encumbrances.

Murphy reviewed the 2015 proposed budget encumbrances.

Motion by Charles, second by Klapper to recommend the proposed list of 2015 Budget Encumbrances and forward to Council in the amount of \$15,400. Motion carried 4-0 on call of roll.

7. Discussion and possible recommendation on 2016 budget.

Mohr reviewed the changes to the budget that was presented in the 11/2/15 Finance Meeting. Noting that expenses increased approximately \$10K mainly due to changes in healthcare choices as part of the annual open enrollment. Also, it was determined to split the hydrant rental correction that was discovered as part of the Simplified Rate Case where the Water Utility overcharged the City \$84K over the years 2012 – 2014. The hydrant rental in the General Fund will be reduced \$42K in the 2016 and 2017 budgets; correspondingly the Water Utility's public fire protection revenue will be reduced. The Taxi Fund allocation was increased \$42K to apply toward the City's share. On the General Fund revenue side right of way permits, \$6K, were added back as they are not part of the Inspection Fund as initially anticipated. The Levy was increased \$4K to balance the budget. As presented the budget still meets the Expenditure Restraint and Levy Limits.

Lynn inquired as to when the Committee was going to review the department budget line by line; Dodd indicated that we have been doing that over the past several months and if there were more questions they should have been asked in last week's meeting or now.

Motion by Klapper, second by Charles to recommend the 2016 Budget and forward to Council. Motion carried 3-1 on call of roll, with Lynn voting no.

8. Adjournment.

Motion by Charles, second by Klapper to adjourn the meeting at 6:54 p.m. Motion carried 4-0 on call of roll.

Jean Mohr, Finance Director

Proposed Encumbrances - 2015 General Fund

11/19/2015

Department	Account #	Description	Amount	Purpose
Police-Administration	52110-294	Other Contract Svcs	\$ 1,500	Hiring Expenses
Police-Patrol	52120-840	Small Equipment	\$ 1,500	Ballistic Vests
Police-Crim Invstgtn	52130-294	Other Contract Svcs	\$ 900	Towing, Bomb Squad
Fire-Emer Svcs	52500-390	Siren Maintenance	\$ 3,000	Unplanned repairs
Mun Svcs-Airport	53510-350	Building Repair/Maint Supplies	\$ 1,000	Hanger Imprvments
Mun Svcs-Airport	53510-821	Building & Grounds	\$ 6,000	Runway Improvements
Park & Rec-Maintenance	55400-810	Tree Program	\$ 3,000	EAB Abatement

Total \$16,900

**City of Portage
Park and Recreation Board Meeting
Tuesday, November 10, 2015, 5:30 p.m.
Municipal Building
Conference Room One**

1. Roll Call

The meeting called to order at 5:30 pm by Chairperson Zirbes. Members present: Brian Zirbes, Chairperson, Mike Charles, Todd Kreckman, Larry Messer and Rita Maass, Vice Chair.

Parks and Recreation Manager Dan Kremer, News Reporter, Craig Sauer, City Administrator Shawn Murphy and Jeff Garretson were also present.

2. Approval of minutes of October 13, 2015 meeting

Motion was made by Charles to approve the minutes as presented, seconded by Maass.

The motion carried 4-0 on a roll call vote. Kreckman abstained

3. Discussion and possible action on American Transmission Line Proposal for realignment.

Manager Kremer gave an overview of American Transmission Line's (ATC) proposal to realign their existing easement through Sunset Park. Kremer explained the current four legged pole would be removed, the concrete base would be ground to 18" below grade and a new monopole would be installed closer to the shelter. Kremer also stated ATC would be removing the pole on the sand island in the Wisconsin River and spanning the Wisconsin River from the pole at Sunset Park to the pole on the south short of the Wisconsin. Kremer stated ATC was proposing a total of \$8,100 for the two easements across City property, and an additional \$5,000 to forego having an assessment conducted and responding in 21 days. An additional \$500 was being offered to allow for chemical treatment within the new easement for a total of \$13,600. Administrator Murphy added there was a language change within the proposal where it stated part of in paragraph two to read "all of" and the same type of language on the payment summary page. Kreckman asked what happens to the current easement property if approved. Murphy stated that property would revert back to the City. Kreckman asked who and how quickly the easement would be signed. Murphy informed the board he had contacted ATC to let them know of the meeting schedule and that the Mayor and City clerk are who sign that easement.

Motion by Charles and second by Messer to recommend accepting ATC's proposal for easement realignment with the changes provided by Administrator Murphy. Motion carried 5-0 on a roll call vote.

4. Discussion and possible action on removal of light poles and lights at Lawton/Siegel Fields.

Manager Kremer informed the board that following the posting in the newspaper asking anyone who was interested in the poles and lights to contact the City to arrange for them to be removed only Portage Youth Baseball (PYB) had expressed interest. Kremer then stated that earlier that day PYB had emailed him stating they were no longer interested. Given that information, Kremer recommended to the board that the City perform the removal in house by cutting down the poles acknowledging although it will damage the lights, no other parties are interested in them for them to be reused.

Motion by Messer to perform the pole and light removals internally by cutting them down. Second by Charles. Motion carried on a 5-0 roll call vote.

5. Discussion on Veteran's Memorial Fields Soccer and Baseball Field Layouts

Manager Kremer provided an overview of the soccer field and youth baseball field layout proposals by Rettler Corporation. Kremer highlighted the design process to date and asked for input on the supplied design options. Maass questioned whether enough room for sidewalks was being accounted for in the soccer design. Discussion followed in relation to sidewalk placement within the facility. Administrator Murphy informed the board that sidewalks were not in the plan along Wauona but were along Superior Street. Additional discussion continued about the two large field proposals and the added ability for tournaments.

Motion by Zirbes and second by Kreckman to go with the diagonal design outside of the right of way but within the setback. Motion carried on a 5-0 roll call vote.

Kremer went into an overview of the wetland that was discovered within the youth baseball complex and the implications in terms of field placement. Kremer stated his recommendation was to construct the new field to have a 200' fence along the entire field and then extend the fence on the current Major's field to match the larger dimensions PYB was hoping to incorporate in the new field construction. Kremer stated that plan would keep the construction away from the wetland and require less permitting. Charles asked if PYB had reviewed and made their recommendation, Kremer stated they had and they were in favor of constructing the new field at those dimensions and extending the Major's field.

Motion by Charles and second by Kreckman to approve constructing option 5.
Motion carried on a 5-0 roll call vote.

6. Old Business Update

- Skate Park Design

Kremer informed the board the kickoff meetings were held earlier that day with Grindline, the consultant hired to perform the skate park design. Kremer informed the board that the first community input meeting was being held at the library that evening at 6:30 pm.

7. New Business

- No new business

8. Manager Report

Kremer informed the board he attended the 50th Wisconsin Parks and Recreation Association Conference the week prior and that he was now getting winter swimming lessons scheduled and Saturday morning basketball. Kremer informed the board the first budget hearing was Thursday night and it would be up for adoption on the 24th. Kremer informed the board there were some remaining corrections that need to be made to the Silver Lake Beach wall before it would be complete and that GEC was putting together a punch list for the contractor to complete.

9. Adjournment

Zirbes asked all in favor to adjourn say Aye. No nays. Motion Passed.

Meeting adjourned at 6:17 pm.

Respectfully submitted

Dan Kremer

Park & Recreation Department

**City of Portage
Plan Commission Meeting
Public Hearing, 6:25 p.m.
Monday, November 16, 2015, 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, Mike Charles, Carolyn Hamre, Peter Tofson, and Brian Zirbes

Others present: Administrator Murphy, Director Sobiek, Manager Dan Kremer, Bill Welsh, Doug Klapper, Craig Sauer, Mark Goldsworthy, Barb Chesney, Ted Chesney, Gayle Mack, Charles Bradley, Karen Zepecki, Judy Keppert, Pat Halasz, Dolores Olson, Ken Olson, Jim Kabele, Kevin Jones, Mary Kalule, Doug Kammer, Vern Gove, Kirk Konkel, Joel Engelland, Brad Boettcher, and Ron Locast.

Public Hearing - 6:25 p.m.

To consider issuing a Conditional Use permit (CUP) to Portage Food Pantry for parcel #772, zoned R-2, 405 E. Howard Street, City of Portage, Columbia, County, Wisconsin.

Mayor Tierney read the public hearing notice aloud and the Director of Business Development and Planning provided the staff report. The City did not receive any comments and inquiries by phone and in person prior to the hearing.

Mayor Tierney asked if there was anyone present who wished to speak in favor of the petition.

Mark Goldsworthy asked for approval of the conditional use permit application indicating the Lincoln Park building is an ideal location for handicapped individuals. The Food Pantry distributes food only three days a week with an average of ten cars per day, and serves about 200 households per year.

Mayor Tierney asked for a second time if there was anyone else present who wished to speak in favor of the petition.

Ted Chesney spoke in favor of the petitioner's application, indicating his wife is co-ordinator of the Food pantry and that the group has delivered 49 tons of food to needy individuals and families.

Doug Klapper spoke in favor of the petition, indicating the food pantry is a good use of the Lincoln Park building.

Mayor Tierney asked a third time, if there was anyone else present who wished to speak in favor of the petition.

Doug Kammer spoke in favor of the petitioner's application, stating the park building has been unused for many years, and the Food Pantry's volunteer efforts greatly enrich the community.

Mayor Tierney asked if there was anyone present who wished to speak against the petition.

Ken Howard, spoke against the CUP application, indicating the food pantry should not be located in a residential area. He also wondered if it would reduce residential home values in the neighborhood. Lastly, he stated that if the Gruber Automotive conditional use permit petition was turned down, the Food Pantry petition should also be turned down.

Mayor Tierney asked for a second time if there was anyone else present who wished to speak against the petition.

Kevin Jones responded affirmatively and spoke against the petition, indicating there was already crime occurring in Lincoln Park. He stated approval of the petitioner's application would harm the neighborhood and put children at risk

Mayor Tierney asked a third time if there was anyone else present who wished to speak against the petition.

Dolores Olson responded affirmatively and spoke against the conditional use petition. She indicated that Lincoln Park is often used by neighborhood children and she has a concern for pedestrian safety if the Food Pantry is allowed to operate there.

Mayor Tierney asked if the petitioner would like to respond to questions or make any clarifying comments.

Mr. Goldsworthy responded affirmatively and stated that the Food Pantry would not disrupt the neighborhood as it will only operate 3 days a week, one hour each day. He also stated that traffic will not increase and that utilization of the park building will deter crime in the park.

Mr. Cheney indicated the Food Pantry will repair the park building roof that is now in disrepair, and that a new restroom will be installed that will be open to park users.

Mayor Tierney stated that rehabilitation of the Lincoln Park building from its current condition will protect against any neighborhood property value decline. He also indicated that utilization of the park building by the Food Pantry will likely reduce the incidence of crime and vandalism in the park. Lastly, he stated there were no similarities between the Gruber Automotive conditional use permit petition and approving the Food Pantry conditional use petition.

Mayor Tierney declared the Public Hearing closed at 6:42pm.

Regular Meeting - 6:30pm

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

Motion by Charles, second by Zirbes to approve the minutes, with the spelling of Mr. Gove's name corrected. Motion passed 7 to 0, on call of the roll.

3. **Discussion and possible action on a Conditional Use permit for a food pantry (indoor institutional use) at Lincoln Park, 405 E. Howard Street on parcel 722, Portage, Wisconsin.**

Mayor Tierney indicated the Lincoln Park building would be a good location for the Food Pantry. He noted there was only one Police report for the Food Pantry's current location in the past 30 years.

Mr. Goldsworthy indicated the bathroom would be accessible to park users, as well as Food Pantry volunteers and recipients.

Manager Kremer indicated the restroom would be opened and closed by the City when the Food Pantry was not using the building.

Administrator Murphy reviewed renovation drawings for the park building as proposed by the Food Pantry. He also indicated the Park and Recreation Board approved the use of the Lincoln Park building for the Food Pantry.

Zirbes asked if and when a Food Pantry lease with the City would be executed. Administrator Murphy indicated it was being reviewed by the City, but not yet approved.

Bauman asked if there would be refrigeration equipment added by the Food Pantry. Mr. Goldsworthy indicated there would.

Hamre asked if it was priority for the Food Pantry to be located near the downtown area. Mr. Goldsworthy responded that it was important for the Food Pantry to be located near downtown residents.

Director Sobiek stated that it is the City's position, as enumerated by the City attorney, that the City Plan Commission has the authority to waive the 50 foot residential zoning separation as it does off-street parking requirements, when considering this conditional use application.

Motion by Charles, second by Hamre, to approve the conditional use permit application of the Portage Food Pantry for Lincoln Park, conditioned on waiving the 50 foot separation between the building and the residential property line.

Motion passed on a call of the roll, with Tierney, Redelings, Bauman, Charles, Hamre, Tofson, and Zirbes voting yes.

4. Discussion and one year review on Conditional Use Permit granted on October 20, 2014 to Gilbert Jensen on a dealer's license at parcel #2231; 109 E. Albert Street, City of Portage.

Director Redelings outlined the conditional use granted in October, 2014 to Gilbert Jensen to operate a used vehicle lot. He attempted to reach Mr. Jensen regarding the Commission's one year review of his conditional use permit and left a voice message.

Charles indicated there have been several vehicles recently placed on the lot of sale.

In light of Mr. Jensen not attending the meeting, consensus of the Commission is to move this agenda item to December's meeting for discussion and any possible action.

5. Discussion and possible action on site plan for the Columbia County Gateway Project.

Supervisor Konkel provided the Commission a summary of the Columbia County Gateway building project and indicated it would be going out to bid in December.

Mr. Locast reviewed the project site plan, indicating the new County Administration building would have three stories and a basement and the County Health and Human Service building would be two stories on cement slab. He indicated the various City variances were approved, primarily for the parking lot setbacks. The County will need to utilize all 60 parking stalls as allocated in the Market Square parking lot as part of the overall parking plan to provide the required 342 off street parking spaces.

Mr. Boettcher also indicated the need for the Gateway development to utilize all 60 parking spaces in the Market Square lot to achieve the required 342 off street parking stalls. He also stated a curved retaining wall facing the canal would be constructed on the north side of the canal. On the southside Canal site, there will be a four percent slope to the canal with water collected and moved to existing storm sewers. Parking lot grades will remain at the same grade as they are now. The Gruber building will remain at this point in the review of the current site plans.

The stormwater plans were developed in discussions with the City and the DNR. The development is considered a redevelopment project, and, as such, does not have to provide stormwater retention or infiltration, except for one parking lot. However, stormwater filtration and cleanup is required for salt and oil runoff and will be achieved at a 55 percent solid removal level via a sand drainage system

to landscaping areas. Parking Lot D will also have a stormwater/solid removal system as required by the DNR.

Mayor Tierney indicated that Parking Lot G should also have a stormwater/solid removal system. Mr. Boettcher indicated he would look into this for possible inclusion.

Sanitary sewer will tie into the existing east-west sanitary sewer north of the proposed Administration building. The existing 4-6 inch watermain running west to Highway 51 will be replaced with an 8 inch watermain with a 50 percent City and County cost sharing split. The watermain lateral in front will also be replaced with an 8 inch main. The pavement work and repaving associated with this new watermain lateral will again be a City and County cost sharing split.

The watermains south of the canal, one 6 inch main and one 8 inch main, will be connected so there is a loop.

The engineering team for the project met with the Fire Department on locating fire hydrants and fire access lanes will not be required due to otherwise good access to the proposed buildings.

Tofson inquired on the height of the north retaining wall. Mr. Boettcher indicated the wall would be about 10 feet only in front of the loading dock area.

Tofson stated that that the handicapped parking stall in Parking Lot B was too tight and that the other parking stalls should be reconfigured to create a break between the stalls and the street. Mr. Locast will review and propose a Parking Lot B reconfiguration as suggested.

Director Redelings indicated that if the required 10 foot canal water level to the two proposed canal bridge walkways cannot be achieved, the City's canal Ad Hoc Committee can re-review for a possible 8 foot clearance allowance for canoes, kayaks and paddle boards.

Mr. Klapper indicated an 8-10 foot clearance would allow for pontoon and other types of boats to access this Canal area.

Mr. Boettcher reviewed the proposed dewatering system in the basement of the Administration building that would pump water to drainage tiles outside. In addition, a vapor mitigation piping system will be included in basement to address potential contamination issues emanating from west of the site.

Mr. Locast reviewed the floor plans for the Administration and Health and Humans Services buildings, and displayed exterior building material samples, including an iron spot dark brick, copper tone brick, fiber cement board. He indicated these materials will complement the surrounding historic character of the downtown buildings and replicate the Portage brick prevalent in existing

structures Both proposed buildings will utilize the same color palette. The slopes of the proposed building roofs will also complement and blend in with existing buildings in the neighborhood. A sign vendor will be developing a signage plan for submittal to the City.

The eastern canal bridge will be enclosed on the side by glass covers, trash enclosures will include wood doors, and generators will be enclosed by brick. Planters will be built in to anchor the buildings on the canal side.

Tofson asked what color the building roofs would be. Mr. Locast indicated the roofs would be black.

Tofson inquired on the type and filling frequency of the generators. Mr. Locast indicated the generators will be diesel [powered and refilled 1-2 times per year

Mr. Engelland reviewed the landscaping plan, indicating it would incorporate annuals, evergreens and flowering shrubs to frame entrances. 73 trees with a variety to complement all four seasons, including Siberian Spruce to screen loading docks. Ornamental grasses will frame and soften parking lots, the south side of the canal, and the retaining wall. Clump River Birch trees will also be used. In discussions with the City Park and Recreation Department, the 2016 City budget will allow the City to provide 20-25 trees to be planted in the terrace areas. The west terrace of the Health and Human Services building will be constructed of stamped concrete.

Mayor Tierney indicated he was not aware that the City had budgeted a City tree allowance for the Gateway project. Charles indicated there is a 2015 tree budget carryover of \$4,000 that could be applied to this project.

Director Sobiek asked that the landscaping plan include a tally of landscaping points to indicate compliance with the City's landscaping ordinance.

Hamre suggested incorporating a roof top garden in the building plans. Mr. Locast will discuss this with the County but indicated the concept would add increased cost to the project.

Mr. Locast indicated the exterior lighting plan provides lighting photometrics and follows the City lighting code. It includes LED fixtures, including access lighting on outside building piers, low level lighting railing lighting on the eastern canal bridge, wall lights on planter walls. There will be cutoffs on all fixtures, no glare bombs, no lighting spillover lot lines, while providing security lighting along the buildings. The green spaces will have no lighting fixtures. The current bike path lighting system will be salvaged with the existing fixtures reinstalled. Lighting and overall energy efficiency for the buildings will be above average.

Mayor Tierney asked if there were any roof mounts on the buildings. Locast indicated there was some minor vent piping and one chiller enclosed on one roof.

Supervisor Konkel indicated the County would like the building project started by March-April, 2016 so that the buildings would be enclosed by November or December, 2016.

Director Sobiek indicated that a large development questionnaire and developer's checklist were submitted for the project. A conditional use permit application is being submitted, as required, for the project and a hearing will be held at the Commission's December meeting. Final plan review and action will also take place at that meeting.

6. Discussion and possible action on sign ordinance revisions.

Director Sobiek reviewed the most recent changes in the sign ordinance draft, as per the November 11 draft. He indicated the City Attorney is reviewing the sign ordinance revision draft. Mark Jankowski, Building Inspector, also reviewed the ordinance revision draft and indicated enforcement of the proposed ordinance change should be addressed, given challenges. Recent draft changes included:

- Allowing flashing signs to indicate a business is open.
- Relaxing internal sign illumination requirements, lines 272-278.
- Allowing product advertisements on community information signs to allow for the so-called 'Pepsi banners, lines 379-381.
- Removing the 20 percent reduction in sign area for each additional sign for premises with multiple signs, lines 548-552.
- Allowing murals that depict an historic rendering of an organization, business, service or product or that are of historic, artistic, or cultural benefit to the city or commercial district, lines 772-774.
- Allowing leased signs under contract to be reestablished after deterioration, damage or destruction, lines 793-794.
- Allowing temporary signs to be permitted on a one time basis, based on location, with a 30 day time limit, 40 square foot surface area limitation, and maintenance, construction and anchorage requirements as outlined on lines 510-522.

Sobiek asked whether it was the Commission's intent to allow or not allow billboards under off premises signs, lines 121-122. Consensus of the Commission, as articulated by Zirbes, is to not allow billboards under the new sign revision.

Zirbes and Tofsen suggested putting a ten year limit on non-conforming signs, and adding franchise control agreement language regarding signs in the leased and non-conforming section.

Hamre indicated her concern that the City would be unable to enforce the sign revision ordinance given it is challenged with other code enforcement capabilities.

Administrator Murphy stated the City investigates code compliance on a complaint driven basis.

Mayor Tierney asked that color coding for new and removed sections be removed in the next draft.

Mr. Klapper and Gayle Mack of the Historic Preservation Commission shared suggested changes in the sign ordinance revision impacting the downtown historic district, as approved by the Historic Preservation Commission and summarized in the Committee's November 11 meeting minutes. Photos of various buildings and existing signs were shared with the Plan Commission to demonstrate the need to reduce the 500 square foot limit on signs in the downtown historic district.

Suggested Historic Preservation Committee changes for the downtown historic sign overlay district, include:

- Wall sign surface area should not exceed 150 square feet in area in any one façade, with the top of the sign not exceeding 25 feet in height above the mean centerline street grade.
- Wall signs shall not cover historic architectural features such as windows, cornices, and date markers.
- Projecting signs shall not exceed 100 square feet in area, incorporating all sides, for any one façade, shall not extend more than 6 feet into any required yard, extend no more than 5 feet into any right-of-way, shall be not less than 10 feet above the mean centerline street grade, nor less than 15 feet above a driveway or alley. The Commission requested the Plan Commission check the DOT standard height clearance to ensure the 15 feet is adequate.
- Ground signs shall not exceed 100 square feet on all sides for any one premise.
- Roof signs shall not exceed 200 square feet on all sides for one sign on any one premise, and not exceed eight feet in height above the roof, meeting all yard and height requirements of the district.
- All variances will have initial review by the Historic Preservation Commission.

The Historic Preservation Commission also asked for clarification on interpreting the total combination of signs in Section 10-377 (b) (5) Combination of signs.

7. Adjournment.

Motion by Charles, second by Hamre, to adjourn. Motion passed 7 to 0 on call of the roll. Tierney, Redelings, Charles, Hamre, Tofson, Zirbes, and Bauman voted yes.

The meeting concluded at 9:25 p.m.

Respectfully submitted

Steven Sobiek, Director, Business Development and Planning

City of Portage
Special Human Resources Committee Meeting
Tuesday, November 17, 2015, 7:00 p.m.
Municipal Building, Conference Room One
Minutes

Members Present: Bill Tierney, Chairperson, Doug Klapper, Mary Hamburg & Rita Maass.

Excused: Rick Dodd and Marty Havlovic.

Also Present: City Administrator Shawn Murphy and Richard Lynn.

Media Present: Craig Sauer from Daily Register and Bill Welsh from CATV

1. Roll call

The meeting was called to order at 7:00pm by Mayor Tierney.

2. Approval of minutes from the September 29, 2015 meeting

Motion by Maass, second by Klapper to approve minutes from the September 29, 2015 meeting. Motion carried unanimously on call of roll.

3. Convene to Closed Session pursuant to Wisconsin State Statutes 19.85(1)(c) to discuss recommendation of appointment to Receptionist/Administrative Assistant and (e) to review proposed agreements with IAFF Local No. 2775, Teamsters Local No. 695 and WPPA.

Motion by Maass, 2nd by Klapper to Convene to Closed Session pursuant to Wisconsin State Statutes 19.85(1)(c) to discuss recommendation of appointment to Receptionist/Administrative Assistant and (e) to review proposed agreements with IAFF Local No. 2775, Teamsters Local No. 695 and WPPA. Motion carried unanimously on call of roll at 7:04.

4. Return to Open Session

Motion by Maass, 2nd by Klapper to return to open session. Motion carried unanimously on call of roll at 7:49 pm.

5. Discussion and possible recommendation on proposed appointment to Receptionist/Administrative Assistant Position.

Motion by Maass, 2nd by Hamburg to recommend appointment of Jill Scherbert to Receptionist/Administrative Assistant pursuant to terms of memo by Shawn Murphy. Motion carried unanimously on call of roll.

6. Discussion and possible recommendation on proposed agreement with IAFF Local No. 2775.

Motion by Maass, 2nd by Hamburg to recommend approval of proposed 2016-2018 agreement with IAFF Local No. 2775 with correction of year references on Side Letter #1. Motion carried unanimously on call of roll.

7. Discussion and possible recommendation on proposed agreement with Teamsters Local No. 695.

Motion by Hamburg, 2nd by Klapper to recommend approval of proposed 2016 base wage agreement with Teamsters Local No. 695 with correction to Item #3 on cover letter. Motion carried unanimously on call of roll.

8. Discussion and possible recommendation on proposed agreement with Wisconsin Professional Police Association (WPPA).

Motion by Maass, 2nd by Hamburg to recommend approval of proposed 2016-2018 agreement with the WPPA. Motion carried unanimously on call of roll.

9. Discussion and possible recommendation on proposed revision to employee classification and pay plan regarding merit adjustments.

Murphy reviewed the edits incorporated from the September meeting discussion and new language regarding the impact on base rates of pay for merit adjustments to non-exempt employees.

Motion by Hamburg, 2nd by Klapper to recommend adoption of revised Employee Merit Adjustment Guidelines and Ordinance revision to the employee classification and pay plan regarding merit adjustments. Motion carried unanimously on call of roll.

10. Discussion and possible recommendation on proposed revisions to Personnel Policy Handbook.

Murphy presented the revised Personnel Policies and Procedures Manual for review. Axley Law Firm was engaged to provide a draft policy (last revised in 2006) that incorporated current rulings, regulations and laws as well as component policies recently adopted by Council pertaining to the Manual (i.e., Employee Grievance policy and Internet, Computer & Communication policy). The draft was received and further reviewed by Department Heads who offered their comments and input. The resulting revised draft (Revision Date 11/12/15) was included in the Committee's packets for review. Murphy indicated another draft which corrected grammatical, format and reference errors as well as language on recently learned impacts of merit and longevity adjustments on non-exempt employee's overtime pay are included (Revision Date 11/17/15). The first 3 sections of the proposed policy were reviewed in detail. Mayor Tierney suggested the Committee continue reviewing the remaining document prior to the December, 2015 meeting and submit comments, corrections and questions to Murphy for discussion therein.

11. Status of Recruitment & Selection Process for Engineering Technician and City Engineer Positions.

Murphy indicated that 15 applications were received for the Engineering Technician position however the process was terminated when 4 candidates either accepted other job offers or declined offers. Advertising and interviews have begun from the City Engineer/Director of Public Works position with the 1st round of interviews conducted last week by Mayor Tierney, Bob Redelings, Chris Hardy, Columbia County Highway Commissioner and Shawn Murphy. Final candidate will be invited back on 12/1/15 for a tour, meetings with Department Heads and appear before Human Resources which has their regular meeting that evening.

12. Adjournment

Motion by Hamburg, second by Maass to adjourn the meeting at 8:57 pm. Motion carried unanimously.

Submitted by Shawn Murphy

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 2016-2018)

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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 24th, 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 will be required if three (3) or more sick days are substituted for vacation.)

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 first (1st) pay period of 2016, employees shall pay an additional one percent (1.0%), for a total of five percent (5.0%) of the required WRS contribution (Employer + Employee share), and the Employer shall pay the balance. Effective the first (1st) pay period of 2017, employees shall pay an additional one percent (1.0%), for a total of six percent (6.0%) of the required WRS contribution (Employer + Employee share), and the Employer shall pay the balance. Effective as of the first (1st) pay period of 2018, employees shall pay 100% of the employee's required contribution as determined by the WRS pursuant to state statutes, the Employer shall only pay the Employer share of the required WRS contribution. 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 fourteenth (14th) 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 2016, increase the January 1, 2015 wage rates by two and one half percent (2.5%) as follows:

Position	Hire	6 Mnths	12 Mnths	2 Yrs	5 Yrs	10 Yrs	15 Yrs	20 Yrs
Captain - Hourly	\$17.34	\$17.98	\$18.20	\$18.95	\$19.14	\$19.42	\$19.85	\$19.93
Annual*	\$50,493.58	\$52,356.81	\$53,008.94	\$55,182.71	\$55,741.68	\$56,549.08	\$57,791.23	\$58,039.66
Lieutenant-Hourly	\$16.58	\$17.23	\$17.59	\$18.19	\$18.37	\$18.66	\$19.12	\$19.22
Annual*	\$48,288.75	\$50,183.04	\$51,207.81	\$52,977.88	\$53,505.80	\$54,344.25	\$55,679.57	\$55,959.05
Engineer-Hourly	\$15.83	\$16.44	\$16.98	\$17.35	\$17.51	\$18.20	\$18.29	\$18.36
Annual*	\$46,083.93	\$47,885.05	\$49,437.74	\$50,524.63	\$50,990.44	\$53,008.94	\$53,257.37	\$53,474.75
Inspector/Engineer	\$22.59	\$23.15	\$23.68	\$24.22	\$24.44	\$24.88	\$25.54	\$25.66
Annual*	\$46,980.05	\$48,155.66	\$49,264.73	\$50,373.80	\$50,839.60	\$51,749.04	\$53,124.28	\$53,368.28

* 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 2017, increase the January 1, 2016 wage rates by two and one half percent (2.5%) as follows:

Position	Hire	6 Mnths	12 Mnths	2 Yrs	5 Yrs	10 Yrs	15 Yrs	20 Yrs
Captain - Hourly	\$17.77	\$18.43	\$18.66	\$19.42	\$19.62	\$19.90	\$20.34	\$20.43
Annual*	\$51,755.91	\$53,665.73	\$54,334.16	\$56,562.28	\$57,135.22	\$57,962.80	\$59,236.01	\$59,490.65
Lieutenant-Hourly	\$17.00	\$17.66	\$18.02	\$18.65	\$18.83	\$19.13	\$19.60	\$19.70
Annual*	\$49,495.97	\$51,437.61	\$52,488.01	\$54,302.33	\$54,843.44	\$55,702.86	\$57,071.56	\$57,358.03
Engineer-Hourly	\$16.22	\$16.86	\$17.40	\$17.78	\$17.95	\$18.66	\$18.75	\$18.82
Annual*	\$47,236.03	\$49,082.18	\$50,673.69	\$51,787.74	\$52,265.20	\$54,334.16	\$54,588.80	\$54,811.61
Inspector/Engineer	\$23.15	\$23.73	\$24.28	\$24.82	\$25.05	\$25.50	\$26.18	\$26.30
Annual*	\$48,154.55	\$49,359.55	\$50,496.35	\$51,633.14	\$52,110.59	\$53,042.76	\$54,452.39	\$54,702.48

* 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 2018, increase the January 1, 2017 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	\$18.13	\$18.80	\$19.03	\$19.81	\$20.01	\$20.30	\$20.75	\$20.84
Annual*	\$52,791.03	\$54,739.04	\$55,420.84	\$57,693.52	\$58,277.92	\$59,122.06	\$60,420.73	\$60,680.47
Lieutenant-Hourly	\$17.34	\$18.02	\$18.39	\$19.02	\$19.21	\$19.51	\$19.99	\$20.09
Annual*	\$50,485.89	\$52,466.36	\$53,537.77	\$55,388.38	\$55,940.31	\$56,816.92	\$58,212.99	\$58,505.19
Engineer-Hourly	\$16.55	\$17.19	\$17.75	\$18.14	\$18.31	\$19.03	\$19.12	\$19.20
Annual*	\$48,180.75	\$50,063.82	\$51,687.16	\$52,823.50	\$53,310.50	\$55,420.84	\$55,680.58	\$55,907.85
Inspector/Engineer	\$23.61	\$24.21	\$24.76	\$25.32	\$25.55	\$26.01	\$26.70	\$26.83
Annual*	\$49,117.65	\$50,346.75	\$51,506.27	\$52,665.80	\$53,152.81	\$54,103.62	\$55,541.44	\$55,796.53

**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, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving, 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 scheduled job hours.

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 1st 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 1st 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 Four Hundred Fifty dollars (\$450.00) per year as a uniform allowance, to be paid in June 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 Fifty Dollars (\$350.00) 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 (1st) 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:

Completed Employment
One (1) year

Vacation Allowance
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, Portage, WI. 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 pay period of January, 2016, and shall remain in effect until and including the thirty-first (31st) day of December, 2018. This Agreement shall be automatically renewed unless negotiations are instituted by July 1, 2018. Contract proposals shall be exchanged on or before September 1, 2018.

CITY OF PORTAGE

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

W.F. "Bill" Tierney, Mayor

Mark Bublitz, President

Marie A. Moe, City Clerk

Steve Dehn, Secretary/Treasurer

LETTER OF AGREEMENT #1

The **City of Portage** and the **International Association of Fire Fighters Union Local No. 2775 (IAFF)** by this LETTER OF AGREEMENT agree to reopen Article IV – ABSENCES, Section 1 - Sick Leave of the 2014-2015 Collective Bargaining Agreement under the following conditions:

Any change to the 2014-2015 Collective Bargaining Agreement would be limited to Section 1 of Article IV and would only be applicable if it:

1. pertains only to new employees hired on or after January 1, 2016,
2. pertains only to their total accumulation of accrued sick leave benefits at retirement, and
3. pertains only if SB192 and/or a similar bill introduced in the Assembly of this session or similar bills in a future session are signed into law during the term of this Agreement.

IN WITNESS HEREOF, the parties hereto have executed this Agreement on the _____th day of _____, 2015, by:

For the CITY:

For the IAFF:

W.F. "Bill" Tierney, Mayor

Mark Bublitz, President

Marie A. Moe, City Clerk

Steve Dehn, Secretary/Treasurer

Agreement between the

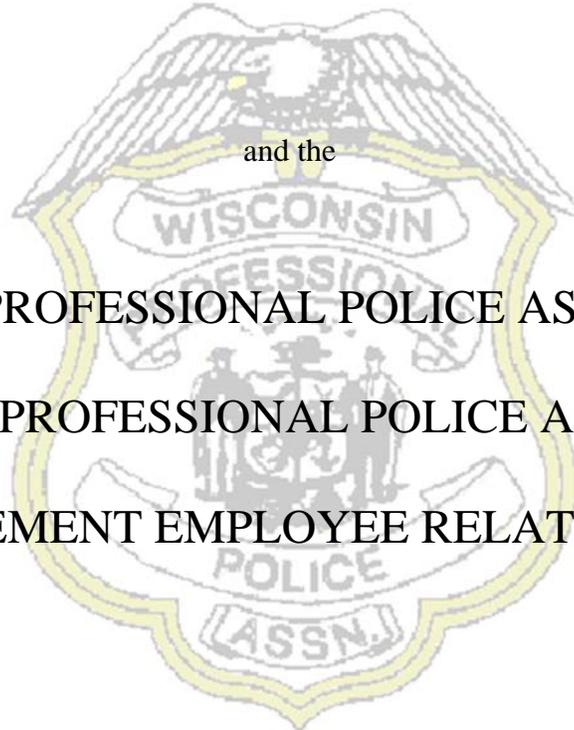
CITY OF PORTAGE

and the

PORTAGE PROFESSIONAL POLICE ASSOCIATION

WISCONSIN PROFESSIONAL POLICE ASSOCIATION

LAW ENFORCEMENT EMPLOYEE RELATIONS DIVISION



2016 - 2018

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1 **AGREEMENT**

2 **ARTICLE I. PARTIES AND RECOGNITION**

3 **Section 1. Parties.** This Agreement, made and entered into on the date hereinafter set
4 forth, by and between the **CITY OF PORTAGE**, hereinafter referred to as the "**EMPLOYER**",
5 **and WISCONSIN PROFESSIONAL POLICE ASSOCIATION LAW ENFORCEMENT**
6 **EMPLOYEE RELATIONS DIVISION**, hereinafter referred to as the "**ASSOCIATION**".

7 **Section 2. Recognition.** The City of Portage agrees to recognize the Wisconsin
8 Professional Police Association Law Enforcement Employee Relations Division as the sole and
9 exclusive collective bargaining representative for hours, wages, and conditions of employment
10 pursuant to the certification of the Wisconsin Employment Relations Commission for the
11 following employees:

12 All employees of the City of Portage Police Department having the power of arrest,
13 excluding the Chief of Police, Assistant Chief and Lieutenants.

14 **ARTICLE II. MANAGEMENT RIGHTS**

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

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

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

25 **ARTICLE III. ADMINISTRATIVE DETAIL**

26 **Section 1. Pay Day.** Pay day shall be bi-weekly on Fridays.

27 **Section 2. Rules and Regulations.** The Employer shall establish reasonable rules and
28 regulations (City of Portage Personnel Policies and Procedures) and all employees shall be
29 provided with a copy. A copy of the Portage Police Department Policies and Procedures Manual

1 is available in the officer's write-up room and the Sergeant's briefing room. The stewards will be
2 informed of any changes made to this manual.

3 **Section 3. Records.** Employees shall be given reasonable access to their personnel files
4 when requested in accordance with Section 1.5 of the City of Portage Personnel Policies and
5 Procedures.

6 **Section 4. Association Representative.** The Business Representative of the Association
7 shall have reasonable access at all times during working hours to the offices where employees
8 are stationed, provided that the room is not in use and provided that the Business Representative
9 shall not, at any time, interfere with employees or interrupt their work. The Business
10 Representative shall contact the Chief of Police in advance of any visit whenever possible.

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

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

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

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

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

1 **ARTICLE IV. ABSENCES**

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

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

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

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

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

14 The accrual of sick leave and vacation benefits shall continue during the period of
15 convalescence while in pay status. Pay status shall include periods- of time when an employee is
16 receiving short term disability insurance or Worker's Compensation payments in anticipation of
17 return to work. Employees shall be allowed sick leave if they become ill while on vacation if
18 they notify the chief, or his designee, immediately of such illness (a doctor's certificate or other
19 evidence to support the illness claim may be required for sick leave use of two days or less, and
20 will be required for sick leave use of three days or more).

21 Employees who qualify for retirement under the Wisconsin Retirement Plan and who do
22 retire, shall be entitled to payment for ninety percent (90%) of unused sick leave, up to a
23 maximum of one hundred fifty (150) days. Employees who begin employment with the City of
24 Portage after January 1, 2008 shall be entitled to payment for ninety percent (90%) of unused
25 sick leave up to a maximum of one hundred (100) days. This shall be computed on the
26 employee's current rate of pay at the time of retirement. This amount shall be deposited into the
27 employee's individual HRA/VEBA trust fund account.

28 **Section 2. Funeral Leave.** When absence from duty is considered necessary because of a
29 death in the immediate family, up to three (3) consecutive days with pay shall be allowed.
30 Immediate family shall include the employee's spouse and children or step-children, mother,

1 father, brother, sister, mother-in-law, father-in-law, grandparents of the employee and/or his
2 spouse and the step relationships of the stated relationship.

3 Leave with pay for attendance at other funerals may be granted by the Chief of Police, or
4 his designee, limited to an eight (8) hour shift absence or less. The granting of such leave shall be
5 limited to one (1) day and shall be chargeable against the employee's vacation, sick leave and/or
6 compensatory time hours at the employee's option.

7 **Section 3. Immediate Family Illness.** Leave with pay may be granted for an unexpected
8 and serious illness such as a call away from to retrieve a sick or injured child from school or
9 notification of a sudden illness of an immediate family member while at work, as defined in
10 Section 2 upon approval of the Chief of Police or his designee. Granting of said leave with pay
11 shall be limited to a maximum annual cumulative total of three (3) days; additional leave without
12 pay may be taken in accordance with the provisions of the Family and Medical Leave Act
13 (FMLA).

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

17 Military leave shall not exceed twenty (20) working days in a one (1) year period and
18 shall not apply when an employee is fulfilling long term duty assignments. Affected employees,
19 though, shall be entitled to a supplement payment of the difference between their regular
20 compensation and the military pay for the first ten (10) working days of any such leave.

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

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

28 **Section 6. Jury Duty.** Full-time employees who are called to jury duty shall receive full
29 salary during the period of their absence for jury duty, provided that the employee shall remit to
30 the City an amount equal to the compensation paid to him for such jury service no later than the
31 close of the pay period following receipt of such compensation and the employee shall also

1 attach the summons for jury duty to the payroll time card. Employees shall notify their
2 department head immediately upon receipt of the summons for jury duty.

3 **Section 7.** The City shall pay for AIDS testing when an officer has probable cause to
4 believe such test is necessary as a result of a work related incident. The City shall pay for
5 elective vaccinations for officers where such vaccinations are a preventive measure related to
6 animal handling duties.

7 **ARTICLE V. RETIREMENT AND INSURANCE**

8 **Section 1. Wisconsin Retirement System.** Each employee shall be required to
9 participate in the Wisconsin Retirement System (“WRS”). Effective the first full pay period paid
10 in January, 2016, (starts 01/03/2016), employees shall pay 4.87% of the required WRS
11 contribution (employee share) and the Employer shall pay the balance. Effective the first full pay
12 period paid in January, 2017, (starts 01/01/2017), employees shall pay an additional .87%, for a
13 total of 5.74% of the required WRS contribution (employee share) and the Employer shall pay
14 the balance. Effective the first full pay period paid in January, 2018, (starts 01/14/18) employees
15 shall pay one hundred percent (100%) of the required WRS contribution (employee share).
16 Employees hired by the Employer after July 1, 2011, who were not previously employed by the
17 Employer in any capacity, shall pay the employee’s required contribution as determined by the
18 WRS, pursuant to Wisconsin Statutes.

19 **Section 2. Hospital and Surgical Insurance.** Employees will have the option to choose
20 a group health insurance plan from the standard plan and alternative health insurance plans
21 offered by the Wisconsin Public Employers' Group Health Insurance Board in the Employer's
22 service area. The Employer has the right to change carriers, provided the level of benefits is
23 equivalent to or greater than the existing level of benefits.

24 Effective the first pay period paid in January, 2014 (starts 12/22/2013), the Employer
25 agrees to pay the premium for single or family health insurance in the amount of eighty-eight
26 percent (88%) of the gross premium of the alternative or standard health insurance plan that is
27 the least costly qualified plan within the service area, but not more than the total premium
28 amount for the plan selected and the employee shall pay twelve percent (12%) of the above
29 stated plan. Should the employee select coverage under a plan with a premium in excess of that
30 which is provided for herein, the employee shall be responsible to pay the full amount of the
31 excess portion of said premium.

1 **Section 3.** Effective January 1, 2002, the City agrees to pay up to forty dollars (\$40.00)
2 per month per employee toward a dental insurance premium. If the premium exceeds this
3 amount, the employee will pay the remaining balance. The Employer and the Association will
4 mutually agree on the dental coverage company and policy.

5 **Section 4.** It is agreed further that in the event the Employer becomes delinquent in its
6 contribution (for employees not on a leave or absence, or a retiree or surviving spouse) that the
7 Employer shall be liable for the total maximum benefits of the plan then in effect for each
8 employee eligible to be covered under said plan.

9 **Section 5.** A retiree or surviving spouse may continue group coverage at no cost to the
10 Employer.

11 **Section 6. Group Life Insurance.** Group life insurance is provided for those employees
12 eligible for participation in the Wisconsin Retirement System. The amount of insurance is based
13 upon annual earnings rounded off to the highest \$1,000.00 amount. The entire cost of basic life
14 insurance is paid by the Employer.

15 **Section 7. Disability Income Protection.** The Employer agrees to make the Wisconsin
16 Public Employers' Group Income Continuation Insurance Program available to all eligible
17 employees. It is understood that at least sixty-five percent (65%) of all qualified employees of
18 the Employer must elect to participate in the program before it becomes effective.

19 **Section 8. Worker's Compensation.** Medical expense and wage loss is covered by
20 Worker's Compensation Insurance for all employees who suffer an injury or illness as a result of
21 their employment by the City of Portage.

22 In addition to the preceding, all employees (other than those who have worked less than 6
23 months or those hired on a part-time or seasonal basis) who suffer a temporary partial or
24 temporary total disability may receive an amount of money which will supplement Worker's
25 Compensation payments by electing to use accumulated leave of their choice in order to have
26 "full pay" during the time they are covered by Workers Compensation. This supplement, when
27 added to the Worker's Compensation time loss payments shall equal but not exceed normal
28 wages (including shift differential) during the period of disability.

29 **Section 9. False Arrest Insurance.** The Employer will carry and pay the premium for
30 false arrest insurance.

1 (26) equal pay periods per year based on eighty (80) hours per pay period. In making the
2 schedules, an attempt will be made to keep employees on regular shifts and to schedule sixteen
3 (16) hours off between shifts whenever possible. The regular schedule will be made monthly and
4 posted ten (10) days in advance. In making assignments to shifts, the employee's preference will
5 be considered by seniority on an annual basis. For sergeants, time in grade shall be the
6 determining factor in the assignment of shifts. The shift schedule may be changed at any time
7 during the term of this Agreement upon mutual agreement between the Association and the
8 Chief, or his designee.

9 **Section 2. Overtime.** Employees shall receive time and one-half (1 ½) for all hours
10 worked in excess of their regular schedule or shift. Overtime shall be divided as equally as
11 possible on a rotating basis according to seniority, provided that the need is known ten (10) days
12 in advance. When an officer signs up for an overtime assignment, it shall be considered their
13 duty assignment unless canceled a minimum of thirty-six (36) hours prior to the shift. If less than
14 thirty-six (36) hours, the overtime assignment can only be canceled by that officer by using
15 approved vacation or sick time.

16 The employees shall respond to recall to work outside of their regularly scheduled hours
17 by the Chief of Police or his designee. A minimum of two (2) hours overtime compensation shall
18 be granted for any recall, except this provision shall not apply to hours worked contiguously to
19 the employees' regular shift if offered as voluntary or worked as a result of activity initiated on
20 the employees' normal shift.

21 Two (2) hours of overtime compensation shall be paid if scheduled overtime is cancelled
22 with less than thirty-six (36) hours notice prior to the start of the hours to be worked.

23 Assignment (selection) of overtime hours for supervisory positions shall be in accordance with
24 the operating policy Chapter 10 updated February 15, 2000. The Employer may utilize part-time
25 officers for the following work and in the order prescribed below:

26 TRANSPORTS: 1) part-time; 2) full-time represented (voluntary); 3) full-time non-represented;
27 4) full-time represented (mandated).

28 NON-SHIFT BARGAINING UNIT WORK: 1) part-time; 2) full-time represented (voluntary);
29 3) full-time non-represented; 4) full-time represented (mandated).

1 BARGAINING UNIT SHIFT WORK (Short-Term, or Approved Leave of 21 Days or Less):
2 1) full-time represented (voluntary); 2) part-time; 3) full-time non-represented; 4) full-time
3 represented (mandated).

4 BARGAINING UNIT SHIFT WORK (Long-Term, or Approved Leave of more than 21 Days):
5 1) part-time; 2) full-time represented (voluntary); 3) full-time non-represented; 4) full-time
6 represented (mandated).

7 **Section 3. Existing Benefits.** The following benefits shall be continued as of January 1,
8 1978, until such time as they may be proven in violation of State Statutes and/or renegotiated:

- 9 1. Shift trading.
- 10 2. Lunch periods and lunch breaks.
- 11 3. Lunch periods shall be one-half (½) hour.

12 **Section 4.** No part-time employee shall perform bargaining unit work when a regular unit
13 member is off duty excepting in an emergency.

14 **Section 5. Compensatory Time.** In lieu of receiving pay for overtime hours worked,
15 employees may request and receive compensatory time off at time and one-half (1-1/2).
16 Compensatory time may not be taken when the employee must be replaced on the work
17 schedule. The maximum annual compensatory time claimed shall be eighty (80) hours.
18 Employees shall give the Chief or his designee forty-eight (48) hours notice for compensatory
19 time off, but this provision shall not prohibit the use of compensatory time with less notice if
20 permitted by the shift supervisor.

21 A maximum of twenty-four (24) hours of accrued comp time may be carried forward
22 from one calendar year to the next, however, all carryover hours shall be used or "cashed out"
23 within the first six (6) months of the subsequent calendar year.

24 All comp time not taken by December 1st of each year subject to the twenty-four (24)
25 hour carryover provision shall be paid by separate check on the first payday in December.

26 All overtime worked in December which is not scheduled off in December or carried
27 over shall be paid as it is earned.

28 **ARTICLE IX. EDUCATIONAL INCENTIVE**

29 **Section 1.** The Employer will reimburse to the employee, fifty percent (50%) of the cost
30 of tuition and books upon successful completion of an accredited course curriculum. In addition,
31 an employee receiving a B or above, will be reimbursed at one hundred percent (100%) the cost

1 of tuition and books. In order to receive reimbursement, the course must be preapproved by the
2 Chief of Police if funding is available.

3 **ARTICLE X. UNIFORM ALLOWANCE - EQUIPMENT**

4 **Section 1. Annual Allowance.** The Employer shall grant to each employee the sum of
5 Five Hundred Twenty-Five Dollars (\$525.00) per year as a uniform allowance, and
6 reimbursement shall be by voucher.

7 **Section 2. New Employee Allowance.** New employees shall receive an additional initial
8 allowance of Four Hundred Dollars (\$400.00), and reimbursement shall be by voucher.

9 **Section 3. Required Equipment.** Premium service ammunition will be furnished and
10 will be limited to one (1) box per year per person, unless the need for more is justified.

11 Guns and handcuffs will be furnished to all employees.

12 Ballistic vests will be provided to employees requesting them at threat level II
13 (lightweight) or IIIA (standard weight) and worn in accordance with the policy regarding same.
14 The vests will be purchased and replaced at the manufacturers recommendations at no cost to the
15 employee. The vests shall be returned to the City if the employee is terminated for any reason.

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

17 **Section 4. Eyewear and Watches.** Eyewear and watches will be repaired or replaced by
18 the City if broken while on duty making an arrest or maintaining order with a maximum payment
19 of Two Hundred Dollars (\$200.00) or Fifty Dollars (\$50.00) respectively. The request must be
20 accompanied by a full report and invoice. If the Court orders damages to the officer and it is duly
21 paid, the amount paid by the City shall be returned.

22 **Section 5. Court Appearance.** Employees who are subpoenaed for duty connected court
23 appearances shall turn over the subpoena fee, excluding mileage, to the City and receive the
24 court appearance rates.

1 **ARTICLE XI. VACATIONS**

2 **Section 1. General Provisions.**

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

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

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

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

14 (e) One (1) week should be defined as six (6) working days, five (5) for the detectives.,
15 Employees awarded detective classifications shall retain accumulated vacation days prior to
16 entering those classifications.

17 **Section 2. Amount of Vacation.**

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

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

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

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

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

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

30 If an employee has completed fifteen (15) years of service he shall receive three (3)
31 weeks plus five (5) days of vacation.

1 If an employee has completed sixteen (16) years of service he shall receive three (3)
2 weeks plus six (6) days of vacation (4 weeks).

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

5 **Section 3. Scheduling Vacations.** Requests for vacation time shall be made within
6 fifteen (15) days following the posting of the schedule for the calendar year. Every effort will be
7 made to have the schedule posted by December 1st. The first vacation and holiday pick shall be
8 by seniority on each shift and shall be a pick of up to two (2) weeks. Employee's vacation
9 selections must be taken upon approval unless the employee requests a subsequent modification
10 to their request no less than fourteen (14) days prior to their scheduled time off. After the first
11 round of vacation/holiday picks, subsequent employee picks shall be up to two (2) weeks of
12 vacation and holidays due, by seniority on each shift, until all vacation and holidays are picked.
13 Trading of vacation picks shall have the approval of the shift employees. If an employee takes
14 vacation time off, that time must be taken off unless a request is made to cancel or request
15 additional time off at least fourteen (14) days prior to their scheduled time off. After initial
16 employee vacation/holiday selection is completed, any subsequent cancellation or addition of
17 vacation/holiday may be requested by employees if request is submitted at least fourteen (14)
18 days prior to scheduled time off. Such requests that do not result in the incurrence of overtime
19 by the Department shall not be unreasonably denied. If the Department receives notice of
20 request to cancel or add vacation/holidays with less than fourteen (14) day notice, such request
21 may be granted if such request does not result in the incurrence of overtime.

22 **ARTICLE XII. PROMOTIONS AND SENIORITY**

23 **Section 1. Vacancies.** When new classifications are created or vacancies occur within the
24 Department, employees shall be given the first opportunity to be considered for the vacancy, if
25 qualified and if recommended by the Chief of Police. Posting of a vacancy shall be for ten (10)
26 working days (defined for this section to mean Monday through Friday). If qualifications are
27 equal, seniority shall be the determining factor.

28 **Section 2. Seniority.** Seniority shall apply to layoff from work, recall after layoff, and
29 vacation scheduling. Seniority shall also apply to shift preference so long as there are enough
30 qualified employees to adequately staff each shift.

1 Sergeants shall accumulate seniority from the date of their promotion "Time in Grade."
2 Sergeants who are reduced in rank due to disciplinary action or by their own choice shall have
3 their patrol officer seniority recognized to the extent as having served in that capacity. Sergeants
4 reduced in rank by reasons other than noted above shall have their full seniority restored, (total
5 service in the bargaining unit). In the case of the employee restored to the rank of sergeant, total
6 "time in grade" seniority shall apply.

7 Vacation picks by sergeants shall be made by departmental date of employment.

8 **Section 3. Probation.** Newly hired employees shall serve an eighteen (18) month
9 probationary period. Employment may be terminated by the Employer at its option during this
10 probationary period. There shall be no appeal from the Employer's decision.

11 **Section 4.** If an employee is promoted out of the bargaining unit for more than six (6)
12 months, the employee shall hold his seniority, but it shall not accrue until he comes back into the
13 unit. Employees who have not been in the bargaining unit shall not have any seniority. This
14 Section shall not affect the rights of the Employer to promote, transfer or demote an employee
15 pursuant to Article II of this Contract. An employee may not come back into the bargaining unit
16 without the consent of the Employer.

17 **ARTICLE XIII. RESIDENCY**

18 It is the policy of the City to recruit applicants from a geographic area as wide as is
19 necessary to assure obtaining well qualified candidates for the various employment positions.
20 Therefore, applicants need not be a resident of the City at the time of employment but shall be
21 required to establish permanent residency within an area whereby the employee can be at City
22 Hall within 40 minutes of being called within sixty (60) days after completion of their
23 probationary period.

24 **ARTICLE XIV. GRIEVANCE PROCEDURE**

25 **Section 1. Definition.** A grievance is defined as a dispute between any employee or the
26 Association and the Employer with respect to the meaning or interpretation of this Agreement.
27 Whenever the term "days" is used in this Article, it shall mean working days which are defined
28 in this Article to be Monday through Friday.

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

1 **Step 1.** The aggrieved employee and/or the steward will present the grievance orally to
2 his immediate supervisor outside of the bargaining unit within five (5) days of the event
3 causing the grievance. If grievance is not resolved within five (5) days, the aggrieved
4 may proceed to Step 2.

5 **Step 2.** The grievance will be considered solved in Step 1, unless within five (5) days of
6 the supervisor's decision, the grievance is written and presented to the Chief of Police.
7 The Chief of Police shall respond to the grievance in writing within fifteen (15) days of
8 the date the written grievance is filed.

9 **Step 3.** The grievance will be considered solved in Step 2, unless within five (5) days of
10 the Chief's decision, the grievance is written and presented to the City Administrator. The
11 City Administrator shall respond to the grievance in writing within fifteen (15) days of
12 the date the written grievance is filed.

13 **Step 4.** The grievance is considered settled in Step 3, unless the grievance is presented in
14 writing to the Human Resources Committee within ten (10) days of the City
15 Administrator's response. The Human Resources Committee shall respond in writing
16 within fifteen (15) working days of the date the grievance was presented.

17 **Step 5.** If an employee grievance is not settled at this fourth step, or if any grievance filed
18 by the Employer cannot be satisfactorily resolved by conference with the appropriate
19 representative of the employees, either party may take the matter to arbitration as
20 hereinafter provided.

21 **Section 3. Arbitration.** If, after Step 4, the grievance is not resolved, then either party
22 may request, in writing, to the other party that the matter be submitted to arbitration. The
23 grievant will have up to twenty (20) days after denial by the Human Resources Committee to
24 submit a request in writing for submission to arbitration.

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

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

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

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

4 **ARTICLE XV. DISCIPLINE AND DISCHARGE**

5 Employees shall not be disciplined, suspended or discharged without just cause. Written
6 notice of the suspension, discipline or discharge and the reason or reasons for the action shall be
7 given to the employee with a copy to the steward within twenty-four (24) hours if requested by
8 the employee. If a copy is not to be provided to the Association steward, a copy will be sent to
9 the business agent. Written notices of discipline shall not remain in effect for more than nine (9)
10 months but shall remain on file for two (2) years.

11 With regard to disciplinary action, Section 62.13, Wisconsin Statutes, shall apply rather
12 than the grievance procedure until such time as changed, by statute, at which time these matters
13 will be subject to the grievance procedure as herein provided.

14 **ARTICLE XVI. SAVINGS CLAUSE**

15 If any Article or Section or provision of this Agreement is held invalid by operation of
16 law or by any tribunal of jurisdiction, or if compliance with or enforcement of any Article or
17 Section is enjoined or restrained by such tribunal, the remainder of this Agreement shall not be
18 affected thereby. The Employer and Association will discuss the Article or Section made invalid
19 by law and attempt to arrive at a solution. If a solution cannot be reached, it will be a subject for
20 negotiation. This provision to be subject to the grievance procedure beginning at Step 4.

21 **ARTICLE XVII. DURATION**

22 This Agreement shall be binding on both parties hereto and shall be effective as of the 1st
23 day of the first pay period of 2016 (starting 12/20/2015), and shall remain in effect until and
24 including through the last pay period of 2018 (ending 12/15/2018). The parties agree to open
25 negotiations for a successor Agreement no later than July 10, 2018. This Agreement shall remain
26 in full force and effect during negotiations for a successor Agreement.

1 **CITY OF PORTAGE**

PORTAGE PROFESSIONAL POLICE ASSN.

2

3 _____

4 Mayor

Association President

5

6 _____

7 City Clerk

Association Member

8

9

10

WPPA Business Agent

AGREEMENT

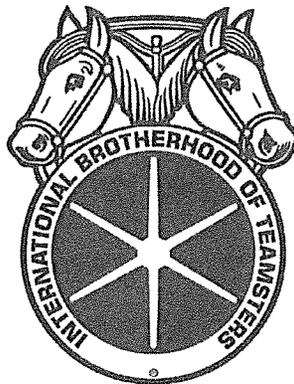
BETWEEN

**CITY OF PORTAGE
DEPARTMENT OF PUBLIC WORKS**



AND

TEAMSTERS UNION LOCAL NO. 695



January 1, 2016 - December 31, 2016

INTRODUCTION

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."

ARTICLE 1. 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. BASE WAGES

Effective January 1, 2016, total base wages shall increase in accordance with Appendix A, Wages.

ARTICLE 3. DURATION

This Agreement shall be in full force and effect for the period from January 1, 2016 through December 31, 2016.

Dated this _____ day of _____, 2015.

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
Alternate Union Steward

APPENDIX A. WAGES

	Effective 12/20/2015		
	Hire Rate	6 Month Rate	18 Month Rate
Building & Grounds Maintenance	\$17.46	\$17.71	\$17.97
Building & Grounds Maintenance (Part-Time)	14.46	14.67	14.87
Chief Mechanic	22.64	22.96	23.68
Assistant Mechanic	22.12	22.42	23.05
City Hall Custodian	21.47	21.76	22.41
Municipal Services Crewman	21.47	21.76	22.41
Sewerage Plant Operator ¹	23.26	23.61	24.21
Sewerage Plant Operator ²	23.07	23.41	24.07
Water Serviceman ³	23.07	23.41	24.07
Water Serviceman ⁴	21.80	22.14	22.80

¹ Applies to Operators employed as of 1/1/2016

² Applies to Operators hired after 1/1/2016

³ Applies to Water Serviceman with Groundwater(G), Zeolite(Z), Iron Removal(I), Distribution(D) and VOC Removal as of 12/20/2015 or employees appointed to position after 1/1/2016.

⁴ Applies to Water Serviceman employed as of 12/20/15 who are in the process of obtaining the Operator Grade 1 certifications (G, Z, I, D and VOC Removal), will qualify for a twenty-five cent (\$0.25) per hour increase in base pay for each Grade 1 certification obtained.

* Park Foreman, Public Works Foreman, and Lead Operator for Sewerage Plant and Water Utilities shall receive \$0.75/hour in addition to their base wage rate.

ORDINANCE NO. 15-012

ORDINANCE RELATIVE TO FIRE PREVENTION AND PROTECTION

Chapter 30, Article III, Division 2. Regulations

The following sections shall be repealed and recreated as follows:

Sec. 30-81. Open burning.

(a) *Open burning prohibited.*

- (1) No person shall burn or cause to be burned any leaves, grass, wood, rubbish or other combustible material on any street, alley or sidewalk in any district within the City at any time.
- (2) No person shall burn or cause to be burned any leaves, grass, wood, rubbish or other combustible material outdoors on any lot or parcel of land in any district within the City at any time without a burning permit. The provisions of this subsection, however, shall not apply to the controlled outdoor burning as set forth in paragraph (3) below or Section 30-81(b).
- (3) A burning permit may be issued by the Fire Department for prescribed vegetation management purposes subject to reasonable conditions to mitigate fire hazards. The fee for a burning permit shall be as set forth in the Fee Schedule. Supervision and inspection costs shall be billed to the owner of the property upon which supervision or inspection is required. If not paid within thirty (30) days of billing, said costs shall be assessed against the property as a special charge pursuant to Wis. Stats. §66.0627. Burning permits shall apply to individual parcels or occupancies and are not transferable from person to person, parcel to parcel or occupancy to occupancy; however, burning permits may encompass multiple parcels under common ownership if part of a common vegetation management project.

(b) *Outdoor recreational Fire pits or fireplaces.*

1. Definitions.

a. Outdoor Wood Burning Recreational Fire Pit: Any below ground pit, lined with non-combustible material, soil, metal or stone; minimum of 6 inches deep and ringed on the outer diameter with stone, brick or concrete.

b. Outdoor Commercially Manufactured Portable Fireplace. Any commercially available appliance designed to contain a wood fire when operated according to the manufacturer's instructions.

c. Outdoor Constructed Permanent Fireplaces: Any brick, stone, concrete or metal fireplace that is constructed in a permanent location with a chimney. These shall be considered accessory structures requiring a building permit and approved by the building Inspector or his designee according to applicable building codes.

d. Gas Fueled Recreational Fire Pits. Any commercially available appliance designed to exclusively burn natural gas or propane when installed and operated according to the manufacturer's instructions.

2. Only dry wood may be burned in commercially manufactured outdoor portable fireplaces that are certified by a nationally recognized listing agency or outdoor wood burning recreational fire pits or outdoor constructed permanent fireplaces subject to the following conditions:

- a. Only dry wood, entirely contained within the device, is permitted to be burned.
- b. No outdoor fireplace or firepit shall be used within fifteen (15) feet of any structure or ten (10) feet of any lot line unless closer placements are approved by the Fire Chief.
- c. The smoke shall not create a nuisance for other properties, obstruction of vehicle travel, or health concerns of others. No fireplace or firepit shall be used on a wood deck, wood porch, or wood patio.
- d. An ABC type fire extinguisher, charged garden hose, or other method of fire control must be readily available.
- e. The fireplace or firepit must be supervised or attended at all times while in use by a responsible adult. The fire must be completely extinguished before the fireplace or firepit is left unsupervised.
- f. Use of the fireplace or firepit shall be discontinued when atmospheric conditions are unfavorable or make the use of the device hazardous or if a city wide ban of outdoor burning has been declared by the Fire Department. Such unfavorable atmospheric conditions include, but are not limited to, winds in excess of 8 miles per hour, excessive dry weather conditions and other conditions as declared by the Fire Department. Fireplace or firepit operators shall be responsible for checking with the Fire Department to determine whether hazardous conditions exist. No burning will be allowed if wind conditions will cause smoke, embers or other burning materials to be carried toward any building or other combustible material.

3. Gas Fueled Recreational Fire Pits that are certified by a nationally recognized listing may be installed and used in compliance with the provisions of 30-81(b)2., b., d. and e., and any permanent gas fueled recreational fire pits are subject to applicable building codes.

- (c) *Other open burning.* The Fire Chief or his designee may grant written authorization and impose conditions necessary for any open burning in the City that would otherwise be prohibited by this section if he/she believes the environment, public safety and welfare of the public will not be adversely affected by such authorization.
- (d) *Extinguishment.* The Fire Department may extinguish any fire ignited or maintained contrary to this section.
- (e) *Liability.* Persons utilizing and maintaining outdoor fires shall be responsible for any liability resulting from damage caused by such fires.
- (f) *Penalty.* Whoever shall violate any provision of this section shall be subject to a penalty as prescribed by Section 1-15 of this Code.

Sec. 30-83. Outdoor Heating Devices.

- (a) *Purpose and intent.* This section is intended to promote and to safeguard the health, comfort, living conditions, safety and welfare of the citizens of the city from the air pollution and fire hazards of outdoor solid fuel-fired heating units which are generally recognized to create noxious and hazardous smoke, soot, fumes and odors. All outdoor heating devices may be continued only in strict compliance with this section and upon obtaining a permit from the Building Inspector.
- (b) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:
 - Chimney* means a vertical structure or stack enclosing a flue or flues that carry off smoke or exhaust from a solid fuel-fired heating device.
 - Clean wood* means natural wood which has not been painted, varnished or coated with a similar material, has not been pressure-treated with preservatives and does not contain resins or glues as in plywood or other composite wood products.
 - Outdoor solid fuel-fired heating device* means a solid fuel-fired furnace, stove or boiler that is not located within a building.
- (c) *Permits for installation and operation.*
 - (1) *Required.* The owner of an outdoor solid fuel-fired heating device shall obtain a permit from the Building Inspector before installation of the device. Application for the permit shall be made on the form provided by the city and shall be submitted with the appropriate permit fee in the amount(s) established by the official city fee schedule.
 - (2) *Revocation.* Any permit issued for such a device may be revoked at anytime by order of the Building Inspector, Fire Chief or his designee. The Building Inspector, Fire Chief

or his/her designee must give the permit holder notice, in writing, of the revocation at least 48 hours before it takes effect, unless emergency circumstances require less notice. The notice must also contain information about the violations that formed the basis for the revocation.

- (3) *Objection to revocation.* If the permit holder objects to the fire chief's order, he or she may file a written objection contesting such order with the city clerk within five days of receiving the written notice.
 - (4) *Hearing on objection.* Upon timely receipt of the permit holder's written objection, the matter shall be placed on the soonest legislative and regulatory committee agenda practicable for review. The legislative and regulatory committee shall act as a quasi-judicial body allowing the permit holder an opportunity to present evidence as to why the Fire Chief's order should not be enforced. The Fire Chief's order shall be presumed to be valid, but such presumption may be overcome by the permit holder by evidence presented at the hearing.
 - (5) *Determination after hearing.* After the legislative and regulatory committee has made a decision and its' report has been approved by the common council, the permit holder shall be notified of the decision in writing, by certified mail. If a decision is made that the Fire Chief's order was appropriately issued, the permit holder shall cease operation of the outdoor solid fuel-fired heating device within 24 hours.
- (g) *Setback, yard and other restrictions.* Outdoor heating devices are deemed accessory structures for purposes of zoning regulations and shall comply with additional restrictions set forth below. If the restrictions set out below are in conflict with the provisions of the zoning regulations applicable to accessory structures, the specific regulations herein shall supersede those general rules found in the zoning code:
- (1) *Placement.* Outdoor heating device may only be located in the rear yard of the premises served by the device. Such devices may not be placed less than 50 feet from any property boundary, the residence served by the device or any other flammable structure. Outdoor heating devices shall not be placed in any location that is within 100 feet of any structure not served by the device unless the structure is on the same property as the device.
 - (2) *Chimneys.* Chimneys for outdoor heating devices shall have a minimum height of 20 feet measured from ground level and be at least two feet higher than the roof of every residence located within 300 feet of the chimney. Chimneys for outdoor heating

devices shall meet the minimum requirements of the Wisconsin Administrative Code and shall be insulated and properly braced or supported per manufacturer's recommendations and specifications. Permit applicants may seek a waiver from this regulation from the Building Inspector or Fire Chief if it can be demonstrated that a lower height chimney will not adversely affect the public safety and general welfare of the public.

- (3) *Storage of edible fuels.* If corn or other edible food stuff is to be used as fuel in an outdoor heating device, it shall be stored in a vermin-proof container.
- (4) *Locking device.* All outdoor heating devices must be equipped with a child-proof locking device on the fire door or be in an enclosure with the access door having such a locking device. Such locking device shall be in use at all times.
- (h) *Penalties.* Any person who violates, neglects or refuses to comply with any of the provisions of this section shall be subject to a penalty as provided in [chapter 1-15](#)

All other sections shall remain as previously adopted.

This Ordinance shall take effect upon passage and publication thereof.

Passed this _____th day of November, 2015.

W.F. "Bill" Tierney, Mayor

Attest:

Marie A. Moe, WCPC, MMC, City Clerk

First reading: 11/12/15

Second reading:

Ordinance requested by:
Legislative and Regulatory Committee

ORDINANCE NO. 15-014

ORDINANCE RELATIVE TO ADMINISTRATION

Chapter 2, Article IV Officers, Employees & Departments

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

Sec. 2-115. Classification and pay plan.

(d) *Pay plan*

(1) *Wage and salary practice.* The objectives of the city's pay plan are to provide a competitive wage and salary position in relation to comparable municipal employers, and to afford employees an opportunity for salary advancement on the basis of individual performance.

(2) *Wage and salary schedule.* Pay for nonunion employees occupying classified positions shall be on the basis of pay grades and pay steps for each classification.

a. *Pay grades.* Based on job description a series of pay grades will be established in such a manner as to assign comparable classified positions to each pay grade. The reclassification of a position to a different pay grade may be initiated by a Department Head or City Administrator for consideration by Human Resources Committee and Common Council approval.

b. *Pay steps.* For each of the established pay grades there shall be corresponding pay ranges which set forth the minimum and maximum pay rates for each pay grade. Annual establishment of intermediate pay rates within the approved pay range of the respective pay grades shall be recommended by the human resources committee for adoption by resolution by the common council.

c. *Pay step adjustments.* Comparison communities, regional and national salary structure movement date will be evaluated to determine adjustments to the pay steps within the pay grade. Annual cost of living adjustments to pay steps may be considered by the human resources committee pursuant to subsection (d)(4)a. Merit adjustments may be initiated by the Department Head for approval by the city administrator or by the City Administrator for Department Heads with approval by the human resources committee pursuant to subsection (d)(4)b.

d. *Wage and salary schedule adopted.* The common council shall adopt, by Resolution, a wage and salary schedule to apply to the nonunion personnel.

(3) *Application interpretation of pay plan.*

a. *Entrance rate.* The rate of pay upon initial employment in any classified position shall be made at the minimum of the range for the position's pay grade. Provided, however, the human resources committee may approve initial compensation at a rate higher than minimum in the event that the employee's experience and/or abilities substantially exceed the minimum qualification for the position upon recommendation by the City Administrator or Department Head.

b. *Responsibility for interpretation and application of plan.* The mayor, City Administrator or his/her designee shall be responsible for the interpretation and application of the plan in relation to pay issues not specifically addressed by this plan, using the principles set forth herein as a policy guide.

(4) *Pay rate adjustments.*

a. *Market adjustment.* On or about January 1st each year, the city council may adjust employee wages based on current market trends upon recommendation by Human Resources Committee. In determining the level of such adjustment, the city council will consider several market indicators, including: most recent Consumer Price Index (CPI); comparison community salary survey data; and collective bargaining agreement wage adjustments.

1. In-range adjustments. Employees whose base pay is less than the maximum rate established for their classification will be eligible to receive a general market rate adjustment on or about January 1st each year.

2. Adjustments at maximum pay rate. Employees whose base pay has reached the maximum for their classification will be eligible to receive a general market rate adjustment on or about January 1st each year.

b. *Merit adjustment.* Employees will be eligible for a merit increase on each anniversary date of employment. Merit advancement shall be earned solely on the basis of annual performance appraisals as conducted by their supervisor or Department Head or City Administrator. Such employee merit adjustments shall be funded in the Departmental budget and approvals shall be pursuant to guidelines as provided in the Employee Merit Adjustment Guidelines as approved by Human Resources Committee.

1. In-range adjustments. Employees whose base pay is less than the maximum rate established for their classification will be eligible to receive a merit adjustment on each anniversary date of employment.

2. Adjustments at maximum pay rate. Employees whose base pay has reached the maximum for their classification will be eligible to receive a performance bonus in the same manner as prescribed for merit adjustments. However, a performance bonus shall be treated as a "one-time" payment and will not increase the employee's base pay rate.

(5) *Administration and plan maintenance.* The administration and maintenance of the pay plan, as set forth herein, shall be the responsibility of the mayor, City Administrator or his/her designee.

a. *Wage and salary survey.* At the mayor's or his/her designee's direction, the city shall conduct a survey of comparable municipal employers for the purpose of evaluating the competitive position of the city's salary schedule. To the extent possible such city employee conducting the survey shall not be a potential recipient of compensation adjustment. A comprehensive evaluation of the city's pay plan will be conducted every three to five years or sooner at mayor's discretion.

b. *Pay plan adjustments.* Whenever the results of annual salary surveys and/or comprehensive plan evaluations suggest that the city's established pay plan no

longer meets the objectives set forth herein, the mayor's office or his/her designee shall submit recommended revisions to the human resources committee.

Implementation of a revised salary schedule or a revised pay plan shall be upon human resources recommendation and subject to approval by the common council.

c. *Administrative documentation.* The city clerk shall be responsible for maintaining necessary administrative and supporting documentations required for plan implementation and continued operation.

(6) *Application of wage and salary schedule.* The annual base pay rate set forth in the wage and salary schedule is based on a standard work year totaling 2,080 hours. Non-salaried personnel shall receive the "hourly equivalency" rate corresponding to their respective pay grade.

All other sections shall remain as previously adopted. This Ordinance shall take effect upon passage and publication thereof.

Passed this ____th day of _____, 2015.

W.F. "Bill" Tierney, Mayor

Attest:

Marie A. Moe, WCPC, MMC, City Clerk

First and second readings:
Published:

Ordinance requested by:
Human Resources Committee

City of Portage Employee Merit Adjustment Guidelines

Merit pay is used to reward successful performance for City of Portage (City) employees. Larger merit increases may be awarded to employees who consistently exceed performance standards. Increases will not be granted to employees whose performance has been rated as unsatisfactory overall. Merit pay adjustments may be awarded as an increase in the base wage/salary (Compensation adjustment), one-time lump sum bonus payment (Bonus) or additional time off with pay (annually or one-time).

Eligibility

To be eligible for a merit increase, an employee must be employed with at least 12 months of continuous employment with the City. Non-represented, full-time employees or employees scheduled to work at least 66% of full-time equivalency are eligible for merit pay adjustments annually on the anniversary of their hire date.

An employee whose pay is at the maximum of the salary range may not be granted an increase that would cause the base salary to exceed the maximum of the range for that position. However, they may be eligible for a Bonus (one-time lump sum compensation payment) or additional time off with pay.

Performance reviews

Employee performance is to be formally reviewed at least once each year. The focus of the review is to discuss the employee's performance for the rating period, review standards for the position, communicate the amount of the employee's merit increase and set goals for the next rating period. Completed performance reviews shall be the basis for considering merit adjustments.

Determination of merit increase

Upon completion of annual employee performance review in which annual and/or long term goals are established, Supervisors (with Department Head concurrence) or Department Heads may recommend to the City Administrator: a) whether an employee should receive any merit increase based on his or her annual performance review and b) the amount of increase appropriate for the performance results. The recommendation shall be in the form of a brief narrative or justification (1 page or less) describing the basis for the merit adjustment. Any merit adjustment awarded to an employee shall generally become effective on the anniversary date of their hire unless otherwise recommended and shall be considered an adjustment to their base rate of pay on a prospective basis only. Bonus merit adjustments shall apply to non-exempt employee's base rate of pay for determination of overtime for the period the bonus was awarded.

The following factors are the basis for awarding merit pay to employees:

- The employee consistently exceeds established standards, requirement, goals and expectations as reported in the annual performance review. Include recognition of employee's innovation, commitment and exceptional accomplishments.

- The appropriate pay level within the range for the employee considering the employee's performance and performance of others in the range.
- Pay increase funds available.
- Comparison of wage/salary of employee with comparable communities.

The following factors are the basis for awarding bonus or additional time off:

- The employee has attained the maximum salary/wage in their pay grade range.
- The employee demonstrated outstanding performance to an emergency or unexpected event that required quick, effective and efficient response resulting in significant avoidance of injuries, damage, costs, ability to provide service, and/or significant increases in effectiveness, efficiency or service to the public.
- The employee is being recognized for efforts involving a one-time project
- The employee stepped up to assume additional responsibilities on a temporary basis
- The employee permanently assumed additional responsibilities but the changes were not significant enough to warrant a reclassification request
- Pay increase funds available

Review of merit increase

Merit increases require the recommendation of the employee's immediate supervisor and the approval of the Department Head and City Administrator. Merit adjustments for Department Heads shall be initiated by the City Administrator. Department Heads shall budget for and approve all merit pay adjustments, Bonuses or additional time off with the City Administrator.

Employees are to be notified of their merit increase as soon as possible after all employee merit increases have been approved and the date which they become effective. Copies of the approved merit adjustment, including the narrative/justification and performance evaluation shall be placed in the employee's personnel file. Annually, a summary report of approved merit adjustments shall be made to the Human Resources Committee.

Funding for Merit Adjustments

To the extent possible, annual Department budgets should include an allocation of funds earmarked for employee merit adjustments. Unplanned merit adjustments may request use of contingency funds.

RESOLUTION NO. 15-043

RESOLUTION TO ESTABLISH DESIGNATED SPECIAL PURPOSE FUNDS

WHEREAS, the Common Council of the City of Portage annually appropriates a budget for the operation of city government; and

WHEREAS, pursuant to the provisions of Wisconsin State Statutes 65.90, a city may establish non-lapsing special reserve funds for specified purposes.

NOW THEREFORE, BE IT HEREBY RESOLVED by the Common Council of the City of Portage, Columbia County, Wisconsin, as follows:

1. That a non-lapsing special purpose fund shall be established for purpose of receipting fees and other revenues and paying costs associated with the administration and operation of the City inspection program; this special purpose fund shall be entitled "Inspection Fund".
2. That a non-lapsing special purpose fund shall be established to fund eligible employee post-retirement benefit expenses in the form of converting allowed, accumulated, unused sick leave balances for employee payouts, continuation of health insurance coverage or transfer to an employee's Health Savings Account (HAS) or Voluntary Employee's Beneficiary Association (VEBA). This reserve fund shall be entitled "Employee Post-Retirement Fund".
3. That the Finance Director is hereby authorized and directed to establish and administer these Funds separate from, and in addition to the General Fund and other specified funds for the City of Portage.

DATED this 24th of November, 2015.

W.F. "Bill" Tierney, Mayor

Attest:

Marie A. Moe, WCPC, MMC, City Clerk

Resolution requested by:
Finance/Administration Committee

RESOLUTION NO. 15-044

RESOLUTION RELATIVE TO ADOPTING 2016 BUDGET AND TAX LEVY

WHEREAS, the Common Council of the City of Portage has formulated a budget for the operation and administration of city government; and

WHEREAS, pursuant to the provisions of Wisconsin State Statutes 65.90, a public hearing on the matter of the 2016 Municipal Budget was held on November 24, 2015.

NOW THEREFORE, BE IT HEREBY RESOLVED by the Common Council of the City of Portage, Columbia County, Wisconsin, as follows:

1. That the Municipal Budget for the year 2016, as printed and attached hereto and made a part hereof, shall be and is hereby adopted.
2. That there is being levied a tax of four million nine hundred eighty-four thousand three hundred thirty-one dollars (\$4,984,331) on all the taxable property within the City of Portage for the uses and purposes set forth in the Municipal Budget.
3. That the City Clerk is hereby authorized and directed to spread the tax on the current taxroll of the City of Portage.

DATED this 24th day of November, 2015.

W.F. "Bill" Tierney, Mayor

Attest:

Marie A. Moe, WCPC, MMC, City Clerk

Resolution requested by:
Finance/Administration Committee

Full text of proposed 2016 Budget is on the homepage of the City website

[http://www.portagewi.gov/vertical/sites/%7B889D2199-3A6C-48F9-AB94-DE81D288EE40%7D/uploads/2016 Budget Document Prelim 11.20.15B WITH NUMBERS.pdf](http://www.portagewi.gov/vertical/sites/%7B889D2199-3A6C-48F9-AB94-DE81D288EE40%7D/uploads/2016%20Budget%20Document%20Prelim%2011.20.15B%20WITH%20NUMBERS.pdf)

RESOLUTION NO. 15-045

RESOLUTION RELATIVE TO CONTRACT WITH SAFEUILT FOR BUILDING INSPECTION/PROPERTY MAINTENANCE SERVICES

WHEREAS, the City of Portage solicited and received proposals for building inspection/property maintenance services which the Finance/Administration Committee reviewed and recommended awarding the contract to Safebuilt.

NOW THEREFORE BE IT HEREBY RESOLVED by the Common Council of the City of Portage that the proposal from Safebuilt, effective January 1, 2016 is hereby approved and accepted; and that the Mayor and City Clerk are hereby authorized to execute the contract.

DATED this 24th day of November 2015.

W.F. "Bill" Tierney, Mayor

Attest:

Marie A. Moe, WCPC, MMC, City Clerk

Resolution requested by:
Finance/Administration Committee

RESOLUTION NO. 15-046

FINAL RESOLUTION AUTHORIZING PUBLIC IMPROVEMENT AND LEVYING SPECIAL ASSESSMENTS AGAINST BENEFITED PROPERTY IN PORTAGE, WISCONSIN (2015 STREET AND UTILITY PROJECT)

WHEREAS, the Common Council of the City of Portage held a public hearing in the Common Council Chambers at the City Municipal Building, 115 West Pleasant Street, Portage, Columbia County, Wisconsin at 6:50 p.m. on May 15, 2015, for the purpose of hearing all interested persons concerning the preliminary resolution and report of the City Engineer on the proposed public improvements consisting of street reconstruction of East Albert Street from East Haertel Street to Agency House Road; reconstruction of Hamilton Street from Evergreen Trail to 1,100 feet north of Clemens Court, East Slifer Street from Hamilton Street eastward to the termini, West Marion Street from Cass Street to Dunn Street; and East Franklin Street from DeWitt Street to Adams Street. Street and utility improvements shall include construction of storm sewers, sidewalks, curb and gutter, asphalt resurfacing, driveway approaches, a multi-use asphalt path, bike lanes, sanitary sewer replacement and watermain replacement.

NOW, THEREFORE, BE IT HEREBY RESOLVED, the Common Council of the City of Portage determines as follows:

1. The report of the City Engineer, a copy of which is attached hereto and incorporated herein as if fully set forth herein, including the plans and specifications and assessments set forth therein, is adopted and approved.
2. The City of Portage has advertised for bids and supervised construction of the improvements in accordance with the report hereby adopted.
3. Payment for the improvements shall be made by assessing the entire cost to the property benefited as indicated in the report.
4. Benefits shown on the report are true and correct and are hereby confirmed.
5. Assessments for all projects included in the report are hereby combined as a single assessment but any interested property owner may object to each assessment separately or all assessments jointly for any purpose.
6. The special assessments against any parcel may be paid in cash or in five (5) equal annual installments, plus interest, at the rate of 3.735% per annum on the unpaid balance.
7. The municipal clerk shall publish this resolution as a class 1 notice under ch. 985, Stats., in the assessment district and mail a copy of this

resolution and a statement of the final assessment against the benefited property together with notice of installment payment privileges to every property owner whose name appears on the assessment roll whose post office address is known or can with reasonable diligence be ascertained.

DATED this 24th day of November, 2015

W.F. "Bill" Tierney, Mayor

Attest:

Marie A. Moe, WCPC, MMC, City Clerk

Resolution recommended by:
Common Council

**City of Portage, WI
2015 Street and Utility Project
Final Assessment Roll**

City of Portage - 15-20C01; Hamilton St. and E. Slifer St.

11/11/2015
Names verified 11/11/2015

House Number	Street	Parcel Number	Owner Name	Mailing Address	CITY	ZIP	STATE	4 inch Concrete Sidewalk (ft2)	4 Inch Sidewalk Assessment \$6.00/ft2	6 inch Concrete Sidewalk (ft2)	6 Inch Sidewalk Assessment \$6.00/ft2	6 inch Concrete Apron (ft2)	6 inch Apron Assessment \$6.00/ft2	Total Assessment
626	East Slifer St	2464.B	Cesa # 5	626 E Slifer Street	Portage	53901	WI	1500	\$9,000.00	0	\$0.00	0	\$0.00	\$9,000.00
636	East Slifer St	2464.D	ENV LLC	2067 Mckenna Boulevard	Madison	53711	WI	380	\$2,280.00	80	\$480.00	0	\$0.00	\$2,760.00
585	East Slifer St	2472.04	Cross of Christ Evangelical Lutheran Church	585 Slifer Street	Portage	53901	WI	1625	*\$0.00	135	*\$0.00	0	\$0.00	\$0.00
														\$11,760.00

House Number	Street	Parcel Number	Owner Name	Mailing Address	CITY	ZIP	STATE	4 inch Concrete Sidewalk (ft2)	4 Inch Sidewalk Assessment \$5.00/ft2	6 inch Concrete Sidewalk (ft2)	6 Inch Sidewalk Assessment \$5.50/ft2	6 inch Concrete Apron (ft2)	6 inch Apron Assessment \$5.50/ft2	Total Assessment
2602	Hamilton St	2473.001	Kreklow, Jon W; Kreklow, Tamara L	2602 Hamilton St	Portage	53901	WI	340	\$1,700.00	95	\$522.50	220	\$1,210.00	\$3,432.50
2606	Hamilton St	2473.002	Herrmann, Jamie J; Herrmann, Luke J	2606 Hamilton St	Portage	53901	WI	320	\$1,600.00	0	\$0.00	0	\$0.00	\$1,600.00
2610	Hamilton St	2473.003	Saloun, Andrew T; Saloun, Jennifer N	2610 Hamilton Street	Portage	53901	WI	365	\$1,825.00	85	\$467.50	0	\$0.00	\$2,292.50
2614	Hamilton St	2473.004	Bare, Janet H; Bare, Wendall J	2614 Hamilton St	Portage	53901	WI	362.5	\$1,812.50	87.5	\$481.25	0	\$0.00	\$2,293.75
2626	Hamilton St	2473.007	Hewitt, Michelle L; Hewitt, Scott P	2626 Hamilton Street	Portage	53901	WI	340	\$1,700.00	110	\$605.00	0	\$0.00	\$2,305.00
2630	Hamilton St	2473.008	Bernard M & Mary Jean Dushek Revocable Trust	2630 Hamilton Street	Portage	53901	WI	362.5	\$1,812.50	87.5	\$481.25	0	\$0.00	\$2,293.75
2638	Hamilton St	2473.010	Copple, Debra N; Copple, Michael J	2638 Hamilton Street	Portage	53901	WI	355	\$1,775.00	95	\$522.50	220	\$1,210.00	\$3,507.50
2642	Hamilton St	2473.011	Krall, Jayne A; Krall, Stephen D	2642 Hamilton St	Portage	53901	WI	65	\$325.00	87.5	\$481.25	0	\$0.00	\$806.25
0	Hamilton St	2473.009	Portage Lumber Co Inc. Attn.: Ron Dorn	1009 E Wisconsin Street	Portage	53901	WI	450	\$2,250.00	0	\$0.00	0	\$0.00	\$2,250.00
														\$20,781.25

*Corner Lot; not assessed for sidewalk

**City of Portage, WI
2015 Street and Utility Project
Final Assessment Roll**

City of Portage - 15-20C05; E. Albert St.

11/11/2015
Names Verified on County's website 11/11/2015

House Number	Street	Parcel Number	Owner	Mailing Address	City	Zip	State	4 inch Concrete Sidewalk (ft2)	4 Inch Sidewalk Assessment \$5.50/ft2	6 inch Concrete Apron (ft2)	6 inch Apron Assessment \$5.50/ft2	Total Assessment
517	East Albert St	1999.D	Diane S Rockett	517 E Albert Street	Portage	53901	WI	0	\$0.00	150	\$825.00	\$825.00
527	East Albert St	1999.E	Blau, Craig R; Blau, Stacci A	527 E Albert Street	Portage	53901	WI	52.5	\$288.75	0	\$0.00	\$288.75
537	East Albert St	1999.G	Barden, Kay L; Pare, Daniel W	537 E Albert	Portage	53901	WI	100	\$550.00	0	\$0.00	\$550.00
440	East Albert St	1997.19	Beard, Daniel R	440 E Albert Street	Portage	53901	WI	100	\$550.00	0	\$0.00	\$550.00
510	East Albert St	1996.G	Zins, Alan J; Zins, Karin E	510 E Albert Street	Portage	53901	WI	25	\$137.50	0	\$0.00	\$137.50
												\$2,351.25

**City of Portage, WI
2015 Street and Utility Project
Final Assessment Roll**

City of Portage - 15-20C05 & 15-620S01; W. Marion St.

11/11/2015

Names Verified on County's website 11/11/15

House Number	Street	Parcel Number	Owner	Mailing Address	City	Zip	State	6 Inch San Lat (LF)	San Lat Assessment \$50/LF	4 inch Concrete Sidewalk (ft2)	4 Inch Sidewalk Assessment \$6.00/ft2	6 inch Concrete Sidewalk (ft2)	6 Inch Sidewalk Assessment \$5.50/ft2	6 INCH Total Sidewalk Assessment	Total Assessment
803 & 803 1/2	Cass St	1475	Brick Apartments LLC	W7776 Military Road	Portage	53901	WI	25	\$1,250.00	125	*\$0.00	0	\$0.00	\$0.00	\$0.00
301	West Marion St	1482	Gregory, Frank R	113 Hazeltine Drive	Dover	19904	DE	25	\$1,250.00	75	\$450.00	0	\$0.00	\$0.00	\$1,700.00
304 & 304.5	West Marion St	1513.1	Grimm, David P; Grimm, Melinda J	810 Dunn Street	Portage	53901	WI	25	\$1,250.00	100	\$600.00	0	\$0.00	\$0.00	\$1,850.00
307	West Marion St	1481	Balzer, Diana	307 W Marion Street	Portage	53901	WI	25	\$1,250.00	10	\$60.00	0	\$0.00	\$0.00	\$1,310.00
309	West Marion St	1480	Solterman, Autumn R.	309 W Marion	Portage	53901	WI	25	\$1,250.00	30	\$180.00	0	\$0.00	\$0.00	\$1,430.00
310	West Marion St	1514 & 1515	Wetzel, Jeffrey J	310 W Marion	Portage	53901	WI	25	\$1,250.00	25	\$150.00	0	\$0.00	\$0.00	\$1,400.00
312	West Marion St	1515	Winter, Cynthia J	312 W Marion St	Portage	53901	WI	25	\$1,250.00	60	\$360.00	0	\$0.00	\$0.00	\$1,610.00
313	West Marion St	1479	Rowe, Paul A	313 West Marion Street	Portage	53901	WI	25	\$1,250.00	0	\$0.00	0	\$0.00	\$0.00	\$1,250.00
315	West Marion St	1478	Rindllesch, Jon E	315 W Marion Street	Portage	53901	WI	25	\$1,250.00	200	\$1,200.00	200	\$1,100.00	\$1,100.00	\$3,550.00
316	West Marion St	1516	Post, Steven A	316 W Marion Street	Portage	53901	WI	25	\$1,250.00	0	\$0.00	0	\$0.00	\$0.00	\$1,250.00
320	West Marion St	1517	Geltemeyer, Kyle M	320 W Marion St	Portage	53901	WI	25	\$1,250.00	0	\$0.00	0	\$0.00	\$0.00	\$1,250.00
321	West Marion St	1477	Lynn, Jenny	9525 Blue Heron Drive	Middleton	53562	WI	25	\$1,250.00	50	\$300.00	0	\$0.00	\$0.00	\$1,550.00
324	West Marion St	1518	Helgestad, Heather M	324 W Marion Street	Portage	53901	WI	25	\$1,250.00	25	\$150.00	0	\$0.00	\$0.00	\$1,400.00
328	West Marion St	1519	Pellmann, Dawn E; Pellmann, Randall K; Pellmann, Shawn M	328 W Marion Street	Portage	53901	WI	25	\$1,250.00	0	\$0.00	0	\$0.00	\$0.00	\$1,250.00
332	West Marion St	1520	Schmudlach, Gary; Schmudlach, Ian	N2153 Seventh Ave	Endeavor	53930	WI	25	\$1,250.00	250	\$1,500.00	0	\$0.00	\$0.00	\$2,750.00
															\$23,550.00

Corner Lot, 5 squares on W. Marion St. (not assessed for this)

Service Walk too (40 SF, included in assessment)

Has Gravel Driveway, will be assessed for concrete apron

*Corner Lot; not assessed for sidewalk

**City of Portage, WI
2015 Street and Utility Project
Final Assessment Roll**

City of Portage - 15-20C05 & 15-620S02; E. Franklin St.

11/11/2015

Names Verified on County's website 11/11/15

House Number	Street	Parcel Number	Owner	Mailing Address	City	Zip	State	6 Inch San Lat (LF)	San Lat Assessment \$50/LF	4 inch Concrete Sidewalk (ft2)	4 Inch Sidewalk Assessment \$5.50/ft2	Total Assessment Costs
806	Adams St.	874	Decorah, Freeman W	806 Adams	Portage	53901	WI	25	\$1,250.00	60	*\$0.00	\$1,250.00
713	DeWitt St	842	Shaker, Jonathan N	713 Dewitt Street	Portage	53901	WI	25	\$1,250.00	75	*\$0.00	\$1,250.00
801 & 801 1/2	DeWitt St	864	Schultz, Todd	6206 Winnequah Road	Monona	53716	WI	25	\$1,250.00	75	*\$0.00	\$1,250.00
106	East Franklin St	841	Pierce, Lisa A	106 E. Franklin St.	Portage	53901	WI	25	\$1,250.00	0	\$0.00	\$1,250.00
109	East Franklin St	865	Rataczak, Sheri K	109 E Franklin Street	Portage	53901	WI	25	\$1,250.00	30	\$165.00	\$1,415.00
111	East Franklin St	867	Schultz, Todd R	6206 Winnequah Rd	Monona	53716	WI	25	\$1,250.00	25	\$137.50	\$1,387.50
112	East Franklin St	840	Schmudlach, Gary W; Schmudlach, Ian T	N2153 7th Avenue	Endeavor	53930	WI	25	\$1,250.00	0	\$0.00	\$1,250.00
114	East Franklin St	839	Welsh, William P	114 E Franklin St	Portage	53901	WI	25	\$1,250.00	0	\$0.00	\$1,250.00
115	East Franklin St	868	Zenz, Barbara J; Zenz, Richard L	115 E Franklin St	Portage	53901	WI	25	\$1,250.00	0	\$0.00	\$1,250.00
117	East Franklin St	869	Paul Properties I, LLC	N7536 Boulder Dr	Portage	53901	WI	25	\$1,250.00	50	\$275.00	\$1,525.00
120	East Franklin St	838	Franklin Port LLC	533 W Main Street Suite 302	Madison	53703	WI	25	\$1,250.00	50	\$275.00	\$1,525.00
124 & 124 1/2	East Franklin St	837	Kono Properties LLC	W11057 Pigtail Alley	Portage	53901	WI	25	\$1,250.00	50	\$275.00	\$1,525.00
125	East Franklin St	870	Sine, Dawn; Sine, Eric A	125 E Franklin	Portage	53901	WI	25	\$1,250.00	75	\$412.50	\$1,662.50
127	East Franklin St	871	Lynn, Jenny Yibin	9525 Blue Heron Dr	Middleton	53562	WI	25	\$1,250.00	145	\$797.50	\$2,047.50
128	East Franklin St	836	Daniels, Kathleen A	N6815 Jonathan Drive	Pardeeville	53954	WI	25	\$1,250.00	0	\$0.00	\$1,250.00
130	East Franklin St	835	Templin, Gerald D	130 E Franklin St	Portage	53901	WI	25	\$1,250.00	0	\$0.00	\$1,250.00
131	East Franklin St	872	Lynn Properties LLC	9525 Blueheron Dr	Middleton	53562	WI	25	\$1,250.00	55	\$302.50	\$1,552.50
134	East Franklin St	834	Lu, Yi Jun	134 E Franklin Street	Portage	53901	WI	25	\$1,250.00	0	\$0.00	\$1,250.00
135	East Franklin St	873	Stowell, Cherry A	135 E Franklin St	Portage	53901	WI	25	\$1,250.00	100	\$550.00	\$1,800.00
138	East Franklin St	833	Callen, James T; Callen, Mary B	138 E Franklin St	Portage	53901	WI	25	\$1,250.00	0	\$0.00	\$1,250.00
												\$28,190.00

Changed from N3358 Bear Tr.

*Corner Lot; not assessed for sidewalk

RESOLUTION NO. 15-047

RESOLUTION RELATIVE TO THE DISCONTINUANCE OF A PORTION OF MULLETT STREET IN THE CITY OF PORTAGE, COLUMBIA COUNTY, WISCONSIN, PURSUANT TO WIS. STAT. § 66.1003.

WHEREAS, the Common Council of the City of Portage believes the public interest may be served by discontinuing a two (2) foot wide strip of Mullet Street located along the southeastern boundary of Mullett Street lying East of the center line of vacated Brady Street and West of McPherson Street in the City of Portage, Columbia County, Wisconsin.

WHEREAS, the subject parcel was dedicated as and for a public street and right-of-way several years ago; and

WHEREAS, the subject parcel has not been improved, maintained, or repaired by the City of Portage at any time since dedication nor is the same identifiable on-site as a public street and presently the roadway of Mullett Street exists entirely outside of the subject parcel; and

WHEREAS, the parcels abutting the subject parcel continue to have direct access onto a public street and is not dependent upon the portion of Mullett Street to be discontinued for direct access onto a public way, and will not be landlocked as a result of the discontinuance; and

WHEREAS, discontinuance of the subject parcel will terminate all responsibility of the City of Portage for maintenance, repair, and liability with respect to its possible use by the public; and

WHEREAS, pursuant to Wis. Stat. §66.1005(1), the City's easement rights related to utilities located in the subject parcel shall remain in the event of discontinuance of the right-of-way; and

WHEREAS, pursuant to Wis. Stat. §840.11, a lis pendens containing a map and description of the subject parcel was filed in the Columbia County Register of Deeds Office on November 19, 2015 at 11:00 a.m. as Document No. 875859; and

WHEREAS, the Common Council believes the public interest may require vacating and discontinuing the subject parcel as it serves no public purpose and is not currently used as part of the through street and thoroughfare, and where said discontinuance will have no harmful effect upon the citizens and general public of the City of Portage nor to the abutting and adjacent property owner;

NOW, THEREFORE, the Common Council of the City of Portage does hereby resolve as follows:

1. That on January 14, 2016 the Common Council of the City of Portage shall meet to consider and conduct a public hearing on the passage of a resolution declaring the public interest requires that a notice of public hearing the proposed discontinuance of the subject parcel.

2. That the Clerk of the City of Portage be authorized and directed to personally serve the notice of said public hearing upon all of the owners of the land abutting that portion of Mullett Street to be discontinued, and any other parties required to be served under Wis. Stat. §66.1003.

3. That the Clerk is further authorized and directed to publish a Class 3 notice of said public hearing, pursuant to Wis. Stat. §66.1003(4)(b) and (8)(b).

DATED this 24th day of November, 2015.

W.F. "Bill" Tierney, Mayor

Attest:

Marie A. Moe, WCPC, MMC, City Clerk

Resolution requested by:
Plan Commission

Marlena Cavanaugh
101 E Pleasant Street
Portage, WI 53901



Wednesday, August 05, 2015

Historic Preservation Commission

Doug Clapper – Chairperson
115 West Pleasant Street
Portage, Wisconsin 53901

Dear Doug,

It is with regret that I am writing to inform you of my decision to resign my position on the Historic Preservation Commission Board, effective immediately.

My work commitments have become too great for me to be able to fulfill the requirements of my position on the Board, and I feel it is best for me to make room for someone with the time and energy to devote to the Commission.

If I can be of any assistance during the time it will take to fill the position, please don't hesitate to contact me.

Sincerely,

A handwritten signature in black ink that reads 'Marlena Cavanaugh'. The signature is written in a cursive, flowing style.

Marlena Cavanaugh