**Division of Transportation System Development**
Northeast Regional Office
944 Vanderperren Way
PO Box 28080
Green Bay, WI 54324-0080

RECEIVED
MAR 26 2009

**Jim Doyle, Governor**
**Frank J. Busalacchi, Secretary**
Internet web site: www.dot.wisconsin.gov

Telephone: (920)492-5643
Facsimile (FAX): (920)492-5640
E-mail: greenbay.dtd@dot.state.wi.us

March 23, 2009

City of Menasha
City Hall
140 Main Street
Menasha, WI 54952

SUBJECT: Bridge Operation Agreement for Fiscal 2010
0070-01-52

Enclosed are four (4) copies of the subject agreements for your review. If they meet with your approval, sign all four (4) copies and return them to us. Upon final execution, a completed agreement will be returned to you. Your date of signature is required on the first page.

Please note the various documents we will also need from you. A certified copy of salaries, fringe benefits to be paid as well as the names, addresses, and telephone numbers of all employees affected.

We appreciate the time and effort you have extended to us in the past as relates to the bridge operations and look forward to working with you in the next year.

Sincerely,

Dale S. Weber, P.E.
Northeast Region Structure Maintenance and Inspection Engineer

Enclosure

**BRIDGE OPERATION AGREEMENT**
**TAYCO STREET BRIDGE, (B-70-97)**
**RACINE STREET BRIDGE, (B-70-01)**
**WINNEBAGO COUNTY – WISCONSIN**
**0070-01-52**
**FISCAL 2010**

MEMORANDUM OF AGREEMENT, made this _____ day of _____, 20_____, by and between the State of Wisconsin, Department of Transportation, party of the first part, hereinafter called the State, and the City of Menasha, Winnebago County, Wisconsin represented by the Mayor and City Clerk, party of the second part, hereinafter called the City.

WITNESSETH: That for and in consideration of payments covering the operating costs of the Tayco Street Bridge and the Racine Street Bridge to be made by the State to the City as permitted under the provisions of Section 84.10 Statutes, said City agrees as follows:

(1) To operate the bridges during the period of July 1, 2009, thru June 30, 2010, in accordance with the pertinent laws, rules and regulations governing navigation, pedestrian and vehicular traffic.

(2) To provide operating personnel as described in subparagraphs (2a) through (2g) and as may be otherwise affected herein, all in accordance with existing City policies, procedures and the provisions of applicable labor agreements.

(2a) To employ the services of up to six (6) operators, up to four (4) full time and up to two (2) part time during the navigation season. The State will notify the City each year of the start and ending days of the navigation season. The operators will be considered as seasonal employees eligible for unemployment compensation during the non-navigation period. The hours and dates of navigation will be defined by the Commander, Ninth Coast Guard District.

(2b) To employ the services of a substitute operator if needed, as determined by the City, who shall serve on both bridges during vacation periods, periods of illness, and for other periods as may be deemed appropriate, and to minimize the need for premium overtime pay.

(2c) To establish the monthly or hourly salaries and bonus payment, if any, to be paid to the operators subject to the review and approval of the State. A certified copy of the action by the governing body establishing such salaries and bonus payments, if any, shall be filed with the State at the time the agreement is returned for execution by the State. The City may alter the salaries and provide for or alter bonus payments during the life of this agreement in the event it is necessary to make adjustments on account of changing economic conditions. A certified copy of the action to alter salaries or to provide for or alter bonus payments shall be filed with the State and will be subject to the approval of the State.

(2d) To notify the State, as to the name, address and telephone number, if any, of each of the operators. The City Street Superintendent shall be in

charge of all operators and he shall receive and carry out such orders or instructions as received pertaining to the proper operation and care of the bridge. The State shall reimburse the City for that portion of time that the Street Superintendent spends checking the operators and the bridges.

(2e) Except as stated below, no operator shall work more than eight (8) hours in any twenty-four (24) hours or 40 hours in any week. During periods of emergencies operators shall work not more than twelve (12) hours each in any twenty-four (24) hours. When an operator is to be absent from duty, the State shall be notified by the Street Superintendent and advised as to the probable extent of such absence. The Street Superintendent shall review each bridge operator's building weekly after the navigation season is closed to check for appropriate heat.

(2f) To grant such vacation and sick leave with pay to each operator as may be due in accordance with applicable rules and regulations governing the matter of vacation and sick leave for other employees of the City covered by a labor agreement with Local 1035. A certified current copy of the action governing same shall be filed with the State at the time the agreement is returned for execution by the State. Vacations charged to the State shall be prorated according to the number of months served per year by the employees as bridge operator.

(2g) To terminate the service of any operator when it can be shown that the operator is negligent in his/her duty or is otherwise conducting himself in a manner detrimental tot he best interest of the State and/or the City as provided in the collective bargaining covering full time non-probationary bridge tenders.

(3) To assume the cost of roadway lighting system and snow and ice removal and control.

(4) To make such reports and records as may be required by the City and/or the State.

(5) To furnish the necessary supplies subject to reimbursement by the State except for such items as may be furnished directly by the State.

(6) To immediately notify the State in case of any emergency.

(7) To submit a monthly signed statement, in duplicate, on official invoice or letterhead form for reimbursement of operation costs to the Transportation Region Office, State of Wisconsin, at Green Bay, Wisconsin. Statements are to be submitted no later than fifteenth (15) of the following month and are to include all the costs for the preceding calendar month, together with a copy of electric bills on utility company forms. Each bridge should be listed separately but may be submitted on one (1) sheet. Statements will include the cost of premiums on worker's compensation insurance, liability insurance, and contributions made by the City to its unemployment reserve account in the event that the City is operating under the provisions of Chapter108, Wisconsin Statutes. Statements

may include contributions made to employee retirement or made to employee retirement under the provisions of Chapter 66, Wisconsin Statutes.

(8) The amount of this agreement is estimated at $186,300.

In connection with the performance of work under this contract the City agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, developmental disability as defined in Statute 51.01 (5), sexual orientation as defined in Statute 111.32 (13m) or national origin. Employees must meet qualifications and requirements as specified by the Wisconsin Department of Transportation. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. Except with respect to sexual orientation, the City further agrees to take affirmative action to ensure equal employment opportunities. The City agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

And the said State, in consideration of the faithful performance by the City of the conditions as outlined, agrees to reimburse the said City upon submission of invoice covering said operating costs. The State reserves the right, if necessary, to make inquiries to verify the items in the invoice.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures, the City on the day and year above written and the State on the _____ day of _____, 20_____.

STATE OF WISCONSIN
DEPARTMENT OF TRANSPORTATION

By_____
Northeast Region Transportation Director

By_____
DIV. Of Transportation Systems Development
Director, Bureau Highway Operations

CITY OF MENASHA
WINNEBAGO COUNTY
WISCONSIN

By_____
Mayor

By_____
City Clerk

Approved as to form
4-2-09
Jeffrey S. Brandt, City Attorney