

City of Portage Common Council Meeting  
Council Chambers of City Municipal Building  
115 West Pleasant Street, Portage, WI  
Public Hearing – 6:55 p.m.  
Regular Meeting – 7:00 p.m.  
August 9, 2012  
Agenda

Public Hearing – 6:55 p.m.

Declaring intent to exercise special assessment powers relative to the installation of sidewalk, driveway approaches and appurtenant work on the west side of Village Road from Henry Drive to Northridge Drive.

Regular Meeting – 7:00 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. Library Board
    2. Joint Park and Recreation Board and AdHoc Committee for Proposed Welcome Center
    3. Emergency Planning Committee
  - B. License Applications
    1. Operator
7. Committee Reports
  - A. Human Resources Committee
    1. Approval of job description and wage for Assistant Police Chief
    2. Approval of wage for Community Service Officer
  - B. Legislative and Regulatory Committee
  - C. Municipal Services and Utilities Committee
    1. Approval of in-kind service request
      - a. Living Steps for Loved Ones, breast cancer walk
      - b. River of Life Church, harvest party
  - D. Finance/Administration Committee
    1. Approval of claims
    2. Approval of lease for Employee Training Associates

3. Approval of purchase of Microsoft Office (10 copies)
  4. Approval of purchase of office equipment
  5. Approval of internet provider contract with Frontier
  6. Approval of funding for East Wisconsin Street resurfacing
  7. Approval of funding for Townsend Street resurfacing
  8. Approval of Change Order No. 2 for Contract No. 12-001 Wastewater Treatment Plant Upgrades
  9. Approval of transfer of funds for Market Square electrical work
  10. Approval of Award of Contract No. 12-007 Village Road Sidewalk Construction Improvements
  11. Approval of Award of Contract No. 12-008 Street Chip Sealing
  12. Approval of Award of Contract No. 12-009A Street Asphalt Resurfacing
8. Old Business
    - A. Ordinances – reconsideration
      1. Ordinance No. 12-007 relative to Floodplain Zoning
    - B. Designation of the zoning administrator
9. New Business
    - A. Ordinances
      1. Charter Ordinance No. 12-009 relative to Term of Office for Alderperson
    - B. Resolutions
      1. Resolution No. 12-035 relative to Submitting the Attached Charter Ordinance 12-009 to a Referendum at the November 6, 2012 General Election Pursuant to Wisconsin Statute §66.0101(7) and §9.20(4)
    - C. The Council will go into closed session pursuant to Wisconsin State Statutes 19.85(1)(b) for the reconsideration of an Operator License for Michael W. Madsen; and pursuant to Wisconsin State Statutes 19.85(1)(g) to confer with legal counsel in regard to a through the fence agreement with Raymond Wiegel; and pursuant to Wisconsin State Statutes 19.85(1)(e) to consider the potential purchase of property on West Cook/DeWitt Street
10. Adjournment

Common Council Proceedings  
City of Portage

Regular Meeting  
Council Chambers  
City Municipal Building

July 26, 2012  
7:00 PM

1. **Call to Order**  
Mayor Jahn called the meeting to order at 7:00 p.m.
  
2. **Roll Call**  
Present: Ald. Dodd, Garetson, Klapper, Maass, Miller, Oszman  
  
Excused: Ald. Ebnetter, Hamre, Havlovic  
  
Also Present: Mayor Jahn, Deputy City Clerk Kranz, City Attorney Spankowski, City Treasurer Lohr  
  
Media Present: Craig Sauer from Portage Daily Register, Bill Welsh from Cable TV
  
3. **Pledge of Allegiance**  
The Pledge of Allegiance was said.
  
4. **Approval of Agenda**  
No changes.
  
5. **Minutes of Previous Meeting and Council Committee of the Whole**  
Motion by Klapper, second by Oszman to approve the minutes of the July 12, 2012 Common Council meeting and July 17, 2012 Common Council Committee of the Whole meeting. Motion by Maass, second by Dodd to amend the minutes of the July 17, 2012 Common Council Committee of the Whole meeting to read that Council President Dodd call the meeting to order, not Mayor Jahn. Motion carried unanimously on call of roll. Motion by Maass, second by Dodd to amend the minutes of the July 12, 2012 Common Council meeting to read that Resolution No. 12-031 relative to Public Depositories was amended to change Amcore Bank to BMO Harris Bank. Motion carried unanimously on call of roll. The original motion as amended passed unanimously on call of roll.
  
6. **Consent Agenda**  
Reports of Sub-Committees, Boards, and Commissions  
Library Board Fundraising Task Force Committee meeting of July 10, 2012  
Library Board meeting of July 10, 2012

Joint Park and Recreation Board and AdHoc Committee for Proposed Welcome Center meeting of July 10, 2012  
Park and Recreation Board meeting of July 10, 2012  
Business Improvement District Board of Directors meeting of July 11, 2012  
Airport Commission meeting of July 11, 2012  
Board of Zoning Appeals meeting of July 16, 2012  
Historic Preservation Commission meeting of July 17, 2012

Applications

Operator License applications for period ending June 30, 2013 for the following: Renee L. Boll, Brian M. Cruse, Erin E. Daley, Jennifer A. Green, Jeffery L. Heiskanen, Jesse E. Jahn, Hunter R. Lane, Thomas S. Pinion, Judith A. Taylor

Motion by Dodd, second by Oszman to approve the consent agenda.  
Motion carried unanimously on call of roll.

**7. Committee Reports**

Plan Commission Meeting of July 16, 2012

Legislative and Regulatory Committee meeting of July 19, 2012

Motion by Oszman, second by Maass to approve the change of agent for Kwik Trip Store #683, 2970 New Pinery Road to Nona Hartman. Motion carried unanimously on call of roll.

Motion by Oszman, second by Miller to deny the Operator License application for Michael W. Madsen based on two convictions for the sale of alcohol to underage persons in the past five years. Motion carried unanimously on call of roll.

**8. Old Business**

Ordinance

Ordinance No. 12-007 relative to Floodplain Zoning. Klapper wanted action postponed for two weeks to allow more public input. Motion by Oszman, second by Klapper to have the third reading of Ordinance No. 12-007 relative to Floodplain Zoning by title only. Motion failed 5 to 1 on call of roll with Dodd, Garetson, Klapper, Maass and Miller voting no. Ordinance No. 12-007 relative to Floodplain Zoning received its third reading. Motion by Oszman, second by Maass to pass Ordinance No. 12-007 relative to Floodplain Zoning. Motion failed on a vote of 5 to 1 with Klapper voting no. A 2/3 vote was needed to pass the Ordinance.

**9. New Business**

Motion by Oszman, second by Miller to go into closed session pursuant to Wisconsin State Statutes 19.85(1)(e) to consider the potential purchase of property of West Cook/DeWitt Street. Motion carried unanimously on call of roll at 9:08 p.m.

**10. Adjournment**

Motion by Oszman, second by Dodd to adjourn. Motion carried unanimously on call of roll at 9:40 p.m.

Sherri L. Kranz  
Deputy City Clerk

Portage Public Library  
253 W. Edgewater Street  
Portage WI 53901  
Phone: (608) 742-4959  
E-mail: [porill@scls.lib.wi.us](mailto:porill@scls.lib.wi.us)  
Web Site: [www.portagelibrary.us](http://www.portagelibrary.us)

LIBRARY BOARD MEETING Minutes  
July 10, 2012

Meeting called to order 12:05

Present: Davis, Tamboli, Hoffmann, McLeish, Poches, Gregory, Varvil-Weld

Excused: Voigt

- 1) Motion to approve June 12, 2012 meeting minutes. (CP/DV-W)
- 2) Financial Reports:
  - a) Motion to approve June 2012 City/County and Library restricted funds claims for payment as presented. (AT/CP)
- 3) Director's Report: Shannon Schultz
  - a) Over 550 patrons are enrolled in the summer library programs.
  - b) As part of a pilot study for SCLS, Windows 7 (OS) has been installed on all staff computers.
- 4) Library Fundraising Campaign Report: Addie Tamboli
  - a) 57.9% of the goal of \$1.75 million has been raised.
  - b) The Library Foundation incorporation process has begun.
  - c) Mike Bahr of Plunkett Raysich Architects will be present at the July 24 special Board meeting to discuss finalizing expansion/renovation plans.
- 5) Business:
  - a) Motion to approve the 2013 City budget as presented. (DV-W/DG)
- 6) Meeting adjourned 12:50 (CP/DG)

Richard Davis – President  
Addie Tamboli – Vice President  
Beverly Hoffmann - Treasurer  
Eleanor McLeish – Secretary  
Charles Poches – School Superintendent  
Dr. David Gregory  
Dr. Douglas Varvil-Weld  
Eleanor Voigt

**City of Portage**  
**Joint Park and Recreation Board and AdHoc Committee for Proposed Welcome**  
**Center Meeting Minutes**  
**Tuesday, July 31, 2012- 8:30 am**  
**Conference Room One**

Park and Recreation Board Members Present: Fred Reckling, Kirk Konkel; Manager of Parks, Recreation and Forestry Raimer, ex-officio non voting

Park and Recreation Board Members Absent: Brian Zirbes, Larry Messer, Dan Brunt, Russ Shaw,

AdHoc Committee for Proposed Welcome Center Members Present: Marianne Hanson, Gil Meisgeier, Tim Raimer, Bob Redelings

AdHoc Committee for Proposed Welcome Center Members Absent: Dan Brunt, Peggy Joyce

Others Present: Mayor Ken Jahn, Jason Jackson and Jolene O'Brien of General Engineering

1. Roll call
2. Discussion and possible action for Riverside Park Welcome Center
  - Discussion on turning concession area into office space if needed. We will bid out concession area supplies, and put in needed electric/utilities, but be able to remove from bid at a later date if needed.
  - Fixture will be added for a bubbler to the end of building on the outside near the men's restroom, for installation at a future time
  - Place concession area and outside bathrooms on same metering
  - Vestibule area to have: ceramic tile, aluminum mat, drywall above, suspended ceiling, day light sensors for lights, with smaller vestibule having yellow brick half way up the wall gathered from the old Depot.
  - Windows to be residential style with grids, double hung and can be opened
  - Welcome area, corridor and concession flooring to be LVT(luxury vinyl tile). Bead board half way up the wall and the remaining area drywall in welcome area with tin ceiling as high as possible
  - Conference room area to be carpet and bead board half up with drywall and drop in sink
  - Inside Restrooms to have door locks to be able to lock at night, with ceramic tile floor, half way up with ceramic tile and then drywall remaining, with solid surface sink
  - Outside wall of covered canopy to have baggage doors on display
  - Storage area to have sealed concrete floor with drywall

- Offices to have carpet, drywall and suspended ceilings
- Outside restrooms to have fiberglass panel inside up to 10ft, cove heater, sealed concrete with stainless steel fixtures
- Doors inside to be four panel commercial grade with vestibule having all glass doors and door in corridor leading into welcome area to be half glass

3. Adjournment at 10am with a motion by Bob Redelings and 2<sup>nd</sup> by Fred Reckling. Call of Roll 6-0.

Next Meeting -  
Public Participation Meeting on Aug 23<sup>rd</sup> at 5:30pm at City Hall

# PORTAGE EMERGENCY PLANNING COMMITTEE MEETING

Minutes for Friday, August 3, 2012

1. **MEMBERS PRESENT:** Mayor Jahn, Fire Chief Simonson, County Emergency Mgmt. Beghin, Police Dept. Asst. Chief O'Neill, Director of Public Works/Utilities Mgr. Redelings, EMS Operations Supervisor Cody Doucette, Fire Dept. Captain Hudgens, School representative Messer, and City Attorney Spankowski

**OTHERS PRESENT:** None

**MEMBERS ABSENT:** Police Chief Manthey, City Administrator Plaster, Railroad representative.

Meeting was called to order at 10:04 a.m.

2. **INVITED GUESTS:**

None

3. **AGENDA ADDITIONS OR DELETIONS:**

None

4. **APPROVAL OF MINUTES FROM LAST MEETING**

A motion was made by Bob Redelings and seconded by Pat Beghin to approve the minutes from the April 27, 2012 meeting. Motion passed unanimously.

5. **OLD BUSINESS:**

Hazmat Course Updates: Nothing on Hazmat courses. The ICS 402 class had to be cancelled because not enough people signed up.

Wisconsin River Gauging: All of the parts are in and they are putting it together. Public Works will be making the bracket for to it to be put on the bridge hopefully within the next month or so. Pardeeville's Fox River and Columbus's Craw Fish River will have the same capabilities as well.

6. **NEW BUSINESS:**

All Hazard Preparedness Class: Pat Beghin advised that a survey was sent to all municipalities in the county to see what needs to be updated. The last plan was adopted in 2008. Municipalities need to list any future mitigation projects they liked to do. Example: tornado/storm shelters, storm water sewers, etc. There will be another meeting held in the next month or so.

7. **OTHER BUSINESS:**

Crisis Management for School-Based incidents: Partnering Rural Law Enforcement and the Local School Systems: Training for this is scheduled for August 30, 2012 from 8:00 to 5:00 p.m. at the Law Enforcement Center. This may be rescheduled to the fall.

2008 Flood Funding: Pat advised that there is an additional \$750,000 money available to businesses/farmers who suffered structural or crop damage during the 2008 flood. All previous applicants were made aware of this and new applications needed to be completed by August 3, 2012. This was advertised in the newspaper as well.

8. **ADJOURNMENT**

A motion was made by Larry Messer and seconded by Kevin O'Neill to adjourn the meeting at 10:30 a.m.

The next meeting is scheduled for Friday, October 26, 2012 at 10:00 a.m. in Conference Room #1.

Respectfully submitted,

Chris Essex  
Recording Secretary

/ce

**OPERATOR LICENSE APPLICATIONS - BY LAST NAME**

**LICENSE YEAR: AUGUST 9, 2012-JUNE 30, 2013**

Joni L. Kreiser  
Phillip J. Stoffels

**City of Portage  
Human Resources Committee Meeting  
Monday, July 23, 2012, 5:30 p.m.  
Conference Room One, City Municipal Building**

Members Present: Kenneth H. Jahn, Mayor, Rick Dodd, Jeff Garetson, Doug Klapper, Michael G. Oszman

Members Excused: Kenneth A. Ebnetter

Also present: City Treasurer Lohr, Director of Public Workings/Utilities Manager Redelings, Police Chief Manthey, Asst. Police Chief O'Neill, Gary Rogers and Rob Roth from General Engineering.

**1. Roll call**

Mayor Jahn called the meeting to order at 5:30 p.m.

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

Motion by Klapper, second by Oszman to approve the minutes from the committee meeting of June 25, 2012. Motion carried unanimously 5-0 on call of roll.

**3. Discussion and possible recommendation to council for CSO (community service officer) hourly wage and hiring recommendation.**

Mayor Jahn noted that the position is a non-sworn officer. Police Chief Manthey 29 applicants, 27 took a test and top candidates were brought in for an interview.

The Police Chief recommended Kimberly Stillwell for the position. Kimberly was a dispatcher in the 90's for six years with the City of Portage but talk during that time was of removing the dispatch. She moved on to the Columbia County jail and has been there since the move. She has 22 years of law enforcement experience.

The initial offer for Kim was to bring her on at the starting wage similar to the current CSO. Mayor Jahn asked that the police chief explain the position - more enforcement of ordinances, inside tracking of letters and sending notices. Manthey explained that there would be more access for the public. It was discussed with supervisors to bring second CSO in from 9 -6pm and handle the after school and work traffic. He also noted that Kim was with the department and for five years was a fire fighter. Manthey noted that this recommendation would bring a good solid candidate on board.

Mayor Jahn asked Treasurer Lohr if there was money in the budget. Treasurer Lohr noted that only \$30,000 was budgeted in 2012 for the second officer.

Motion by Dodd, seconded by Oszman to hire Kim Stillwell at pay grade 5, step E with an hourly rate of \$17.90. Motion carried unanimously 5-0 on call of roll.

City Clerk Moe entered the meeting.

**4. Discussion and possible action on the job duties/job description and wage recommendation for the Ass't Police Chief**

Mayor Jahn noted that the Asst Chief is at a 10 G. When the ordinance was originally passed the pay grade was based on a points system to determine the step and grade. The job description was originally at a pay scale of 10.

Per O'Neill, he is in his 9th year of service as Assistant Chief. After the increase in Det. Lt. Hahn received, Hahn would then be at a higher rate than O'Neill would be based on the pay scale. Detective Lt Hahn did receive an increase in November and Manthey noted that the minutes of the meeting brought him from a 9H to a 10H which would put him higher on the scale.

Five additional responsibilities were added to the job description, court officer, volunteers and police svc coordinate, deputy director for emergency management, training coordinator, bookkeeping for the clothing allowance coordination for uniforms. Manthey would like to request that with these additional duties, O'Neill be increased from a 10G to 11G.

Mayor Jahn questioned the increase in expenses. Chief Manthey stated that with the retirement of Gary Peterson would allow for a savings with a new officer plus the new officer was hired after the Act 10 was in place and will be required to pay into retirement. O'Neill mentioned that Harding group study had him rated as the lowest rate of pay. Mayor Jahn addressed the study as not comparing apples to apples if the job descriptions are not being compared.

O'Neill identified multiple accomplishments in his 9 years with the City and 22 years. Manthey also supported the competency of the Assistance Police Chief. Dodd would like to see that the job description be updated to include the new duties noted earlier. Klapper felt it makes sense to have the pay grade higher than the other police department personnel.

Motion by Klapper, seconded by Garetson to change pay rate of Assistance Police Chief to 11G. Unanimously passed on 5-0 call of roll.

Mayor Jahn would like to have the minutes of the meeting were the change was approved included in the job description. Dodd would like a proposed job description change provided at the HR meeting. He would also like to see the changes in the job duties included in the new job duties presented to the committee.

**5. Discussion and possible action on public works postings (Ass't Mechanic, Public Works Technician, public works support staff**

Mayor Jahn would like these items to continue to stay on the agenda until they are resolved.

Job posting for the Assistant Mechanic was completed in-house but the external posting will be expected to be shortly per Director Redelings. After the newspaper, acceptance of applications will be approximately 2-3 weeks. Redelings would like to have either a council member or another potential person outside of himself and the chief mechanic will be included in on the interview process. Mayor Jahn asked Garetson if he would be willing to be part of the panel. The panel will consist of Jeff Garetson, City Engineer Redelings and Chief Mechanic Cory Miller. Oszman pointed out that the job description is dated 1993.

Redelings would like to see a technical support person and information on the 2012 projected work distribution. He expects that this person would be involved in five project areas. One of the items for this person to be handling related to the project would be a savings of \$40,000. In the next 4 years, a consultant is expected to be paid at least \$134,000. Items in the technical persons expected job duties would be somewhat administrative also in nature. The items in the budget currently would be returned to the technical assistance.

Jahn inquired on the Administration charge being collected from the utilities. He also asked Redelings that common amount. It was expected to be in the \$40-50 range. Dodd would still expect that there would be a parttime person for the administrative/clerk position.

Direction to Redelings to continue to accumulate the information to the public works technical person and administrative/clerk as well as post the information for the Assistant Mechanic.

**6. Discussion and possible action on Municipal Court Clerk, Hours of operation, Staffing hours and location of staff**

Due to the move of the water department staff to the northside office, the question was raised as to the location of the court clerk. Space is now available for the public works department. Mayor Jahn had the Clerk of Courts and City Clerk review the hours of operation of the courts of other municipalities. No changes of the operation of the hours of city hall. Jahn

noted that the files for the court are to be restricted and under lock and key. One option for the location of the Clerk of Court was in the conference room, the old assessor's room.

In the interim, the old window for the water dept would be utilized; however, this would eventually cause some issues with the public works support. Oszman mentioned that the use of the old assessor's office would require some construction. Mayor Jahn mentioned that there is some efficiency to be gained by the Court Clerk records being relocated. The hours for the Municipal Court Clerk should be fully applied toward the municipal court. Mayor Jahn outlined that the Court is at \$80,000 from the beginning of the year.

Dodd asked if there is a problem with the removal of the door. Chief Manthey felt that the set up with the movement of the door and the Court Clerk would be a better set up.

Garetson inquired on the large window in the front. The idea is to complete by January 1st, 2013 to complete the changes for the ADA accessibility for the front counter. Randy is in the process of pulling prices together for completing these changes.

Klapper felt that the hours should reflect the hours being allotted to the Clerk of Court. It will need to be brought to finance as to whether the municipal court is profitable with the move of all the court hours work are being applied to the municipal court. The hours would be expected to be within the same hours of the city.

Instructed that the recommendation on the staffing and the costs of the reconstruct will be determined. The change of the hours should happen as part of the 2013 budget as noted by Dodd.

## **7. Discussion and possible action on the job duties/job description for the City Administrator's position**

a. Interim Administrator, hiring and budget 2013 for the administrator - Jerry Foelmi of General Engineering requested two employees attend the meeting for the discussion of the interim administrator. Gary Rogers has been an administrator for several years and retired.

The committee began with review of the job description for the Administrator position, addressing the hiring process initially. Dodd suggests that a consultant be utilized to handle the Administrator job search. Oszman continued with the fact that there would be some expectation for the consultant to assist with the job description. Klapper asked if there would be funds available for the consultant. Jahn stated that there is \$2,500 in the budget for a human resource budget line for the consultant.

Rodgers gave the example of Shawano who had hired a person from the east coast; he came in and was only there for his vacation from his position. His recommendation is that job descriptions should be reviewed at least every five years or when the position changes.

An RFP will be expected to be written to find a proper consultant for the position. The RFP should be brought to the HR committee prior to being posted. It is expected that the process will likely be at least 5-6 months before an Administrator can be selected.

Item will be left on the agenda and Mayor would like to bring up the possible need for an interim administrator. There is likely that we are falling behind on items and how far behind have we been falling. It would be expected that the interim administrator could be handling item #8 on the agenda. Evaluations and job descriptions could be done by an interim administrator.

Motion by Dodd, seconded by Oszman to start the process for hiring the administrator. The RFP is to be provided for a consultant and presented to the Finance Committee for approval. Unanimously passed on 5-0 call of roll.

**8. Discussion and possible on the job duties/job descriptions for city staff – Clerk, Treasurer, Dep. Clerk, Dep. Treasurer**

Job duties will be discussed with the staff at the next staff meeting. This item will also be a reoccurring item and recommendation from the Interim Administrator will be expected.

**9. Discussion on non union salary and benefits for 2013 budget.**

Recommendation by the Finance Chair to put together a contingency of 1 1/2% with no steps at this time. A step could be looked at for a new hire who was promised a step increase. If there are special circumstances and recommendations from the supervisor, there is a potential for a step increase.

A merit increase was last completed in 2001/2002 as per the Chief Manthey and City Clerk Moe. The current ordinance states that there is a merit rate increase as well as the general rate. A resolution with the pay scale grid was passed a few years ago and conflicts with the ordinance. A hybrid of the grid corresponding with the ordinance should be put into place to conform to the ordinance with the ability to change by resolution. The grid does follow suit somewhat to the ordinance but includes additional items within the range. There is the perception that longevity would move the employee to the higher end of the pay scale.

As determined by Act 10, the bargaining unit of the Teamsters contract will be eliminated and the members will need to be intermingled into the grid. The Mayor would like permission to contact a consultant to provide the information

for determining a new grid and amount for the pay scale. The staff has not seen an increase in rates since December 2010.

**10. Discussion and possible recommendation for City Salary Ordinance (Classification and Pay Grade) Sec. 2-115**

This item was discussed in conjunction with item #9.

Dodd stressed that it is not fair to the citizens to have the pay scale increase based solely on the length of time employed with the city. Oszman commented on the fact that items 8-10 could easily become a single project for an interim administrator or a consultant. Another item could be in the personnel manual.

**11. Next Meeting Date**

Tentatively set for Monday, August 13, 2012.

**12. Adjournment**

Motion by Oszman, second by Dodd to adjourn at 7:15pm. Motion carried unanimously 5-0 on a call of roll.

Ruth A. Lohr  
City Treasurer

## City of Portage Position Description

<b>Name:</b>		<b>Department:</b>	Police
<b>Position Title:</b>	Assistant Chief of Police	<b>Pay Grade:</b>	<del>10</del> <b>FLSA:</b> Exempt <b>11</b>
<b>Date:</b>	<del>December 2004</del> August 2012	<b>Reports To:</b>	Chief of Police

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### Purpose of Position

The Assistant Chief of Police is an upper management position within Portage Police Administration. The position is under the direct supervision of the Chief of Police and exists to provide a variety of operational and supervisory police functions. The Assistant Chief of Police serves as second in command of the Police Department, and in the extended absence or incapacitation of the Chief of Police, serves as the Acting Chief. The Assistant Chief of Police shall assume related duties as directed by the Chief of Police.

### Essential Duties and Responsibilities

**The following duties are normal for this position. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.**

- Performs supervisory duties: assists in assigning, instructing, and supervising department employees; assists in the performance and reviewing of performance appraisals; assists in providing training; assists in the handling of disciplinary actions; assists the Chief of Police by making recommendations on hiring, promotion, discipline and discharge of employees.
- Provides administrative assistance: assists the Police Chief in implementing and updating programs, policies, procedures, and rules, short and long term objectives; completes, reviews, and/or maintains records and reports; manages department property; purchasing agent for the department; assists with preparation and administration of the budget; assists and coordinates grant writing; engages in media and community relations including assisting in community program development, implementation, and ongoing public relation activities.
- Performs law enforcement duties: assists the Police Chief in overseeing day to day and emergency operations; performs patrol duties including handling citizen complaints, internal investigations; criminal and traffic violations, arrests, and accidents.
- Serves as Deputy Director of Emergency Management for city; citizen police academy program administrator; "Volunteers in Police Service" program administrator/coordinator; municipal court officer; clothing/equipment allowance coordinator/quartermaster; threat liaison officer.
- Performs duties of Police Chief in his/her absence.
- Performs other duties as required.

### Minimum Qualifications

A degree in Police Science or related field such as sociology, psychology or public administration is desirable; preferably a graduate of a four-year college or university. Extensive experience in a variety of police functions including at least four years of supervisory experience, two years in a command-level assignment is desirable (or) a two-year college degree in law enforcement with an acceptable combination of extensive training and experience which provides the required knowledge, skill and abilities.

Must possess Wisconsin Law Enforcement Certification. Must possess valid Wisconsin Drivers License.

### **Minimum Physical and Mental Abilities Required to Perform Essential Job Functions**

Ability to operate a variety of equipment and tools such as, but not limited to, a computer, typewriter, squad car pistol, shotgun, intoxilyzer, sound meter, handcuffs, camera, mobile radio, medical equipment, fire extinguisher, flashlight and telephone.

- Ability to attend and react appropriately in emergency situations.
- Ability to perceive and discriminate colors and sounds.

### **Supervisory Skills**

- Ability to instruct, assign, review, and evaluate work of others.

### **Mathematical Ability**

- Ability to add, subtract, multiply and divide; perform calculations using decimals and percentages.

### **Language Ability and Interpersonal Communication**

- Ability to comprehend and interpret a variety of documents such as the Department budget, payroll records, arrest, accident, and complaint reports and statistical analyses.
- Ability to prepare a variety of documents such as statistical reports, letters, evaluations, purchase orders, arrest, accident, and complaint reports, and assist in the preparation of the Department budget using prescribed format and conforming to all rules of punctuation, grammar, diction, and style.
- Ability to use and interpret legal terminology, state statutes, ordinances, rules, regulations, and policy and procedure manuals.
- Ability to communicate effectively with City personnel, elected public officials, City Council, Police and Fire Commission, other law enforcement agencies, business and community leaders, media, medical personnel, and the general public to convey or exchange information including giving assignments and/or directions to subordinates and receiving instructions from supervisors.

### **Environmental Adaptability**

- Work is performed in an office environment and outdoors while on patrol; requires the ability to perform in dangerous situations under high levels of stress.

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

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

**City of Portage**  
**Legislative & Regulatory Committee Meeting**  
**(This meeting will constitute a meeting of the Municipal Services and**  
**Utilities Committee as a quorum of members will be present; but no**  
**business of that committee will be taken up.)**  
**Monday, July 30, 2012, 6:30 p.m.**  
**City Municipal Building, 115 West Pleasant Street**  
**Conference Room One**

Members: Michael G. Oszman, Chairperson; Carolyn Hamre, Martin Havlovic,  
Rita A. Maass, Frank Miller

**1. Roll call**

Havlovic excused. The meeting was called to order at 6:30 P M.

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

Motion by Maass and seconded by Hamre to approve the minutes as printed. Passed on a 4-0 call of roll.

**3. Discussion and possible action on appeal by Patrick Shier of dangerous dog declaration**

Lisa Moeller of Sentry Kennels did an evaluation of Buster, Lisa Shier's dog, and determined in her professional opinion that Buster was not outwardly dangerous or vicious. This information and the information presented at the previous meeting led all committee members to feel comfortable with the decision that Buster does not pose a threat anyone at this time.

Motion by Miller and seconded by Hamre to declare Buster, Lisa Shier's dog, to not meet the requirements under City code to be a dangerous or vicious dog at this time. Motion passed on a 4-0 call of roll.

**4. Adjournment**

Motion by Maass and seconded by Hamre to adjourn the meeting at 6:42 PM. Passed on a 4-0 call of roll.

Frank C. Miller Secretary

**Municipal Services and Utilities Committee Meeting**  
**Thursday August 2, 2012 6:00 p.m.**  
**Municipal Building, 115 West Pleasant Street, Conference Room One**  
**Minutes**

**Members:** Jeff Garetson, Chairperson; Carolyn Hamre, Doug Klapper, Frank Miller, Michael G. Oszman

**Others Present:** Tim Raimer, Scott Maass, Klaus Perkins, Sherri Blount, E. Kevin O'Neill, Gil Meisgeier, Kory Anderson, Jerry Foellmi, Craig Sauer, Bob Redelings

**1. Roll Call**

Miller excused, all others present

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

Motion by Klapper to approve minutes second by Oszman. Passed 4-0

**3. Discussion and possible action on In-kind services**

Motion by Oszman to approve in-kind services for Living Steps for Loved Ones Breast Cancer Walk, second by Klapper. Passed 4-0

Motion by Oszman to approve in-kind services for River of Life Church Harvest Party, Second by Klapper. Passed 4-0

**4. Discussion and possible action on Dawns Foods request for invoice reduction**

In 2011 the wastewater department provided a considerable amount of effort and expense analyzing Dawn's operation to ensure the wastewater billing was consistent with their operation and was fair to all the City's customers. While the study was being performed, Dawn's did not submit data for their wastewater loadings so monthly surcharge bills were not calculated. The study showed historical uniform sampling and testing resulted in invoices within one percent of the invoices resulting from specific monitoring of Dawn's wastewater. However; Dawn's had not anticipated the one large charge of \$23,000 for 2011 and find it a financial hardship on the business. Discussion concluded they still need to pay the entire amount but because there were oversights on both parties a payment plan may be possible.

Motion by Oszman for a zero percent payment plan having the entire bill paid by the end of 2014, second by Klapper. Passed 4-0

**5. Discussion and possible action on PATHS signing existing trails within the city**

Bob Redelings was concerned about marking trails on streets that were not safe for pedestrian traffic. It was agreed signs on street sign posts would be ok but no markings on the street. There was also a request that the names of the trails are consistent and reflect the unique sites of the area. Sent to Park and Rec dept w/agreement no lines will be painted.

**6. Discussion and possible action on construction of watch house on the levee/Canal**

Per Director Redelings the verbal quote we received from a local mason is \$7000 to erect the watch house. Preliminary estimates for providing a steel roof and a steel access door is an additional \$11,000, however, after looking at pictures of original structure provided by Fred Galley we may want to reconstruct more like original. Assistant Chief O'Neill expressed concerns that it not be a place for people to hide in and that it needs to be secure. Klapper asked that we all walk down there to see how the building may obstruct

view of the river, are we sure we want to re-build there? Gil indicated there may be groups willing to donate time to re-build. No action taken. We will bring back next month.

**7. Discussion and possible action on storm water management on New Pinery Road and Collins Street; and Jefferson Street**

New Pinery project put off until after Labor Day because the hot dry summer not conducive to transplanting trees. A certified letter was sent to property owner along Hamilton Street where the drainage easement is required. We have not received a response. It was suggested to talk with Penda about donating to the project. We need to let property owner know why project is delayed. No action taken.

**8. Discussion and possible action on tree replacement in downtown business area**

Per Tim Raimer, project delayed due to dry weather and time constraints. They will be getting back on the project. No action taken.

**9. Discussion and possible action on Conant Street parking structure**

To pay for initial renovation and provide annual funds for a reserve account, it's estimated that an annual income of \$28,350 is required. There was much discussion about whether or not the project was worth doing. Are the assumptions made in calculations realistic because has only had about 20 to 30% occupancy and 90% occupancy used to calculate income. Oszman said there does not seem to be interest by downtown business owners because a list of people willing to rent space, which was asked for months ago, has not been given to the committee. Gil indicated it was still being passed around.

Discussion then moved to the fact that there continues to be vandalism to the structure and Someone may get injured.

Motion by Oszman to recommend to council to close lower section, move those renters to the upper section and request the money to do so, second by Garetson. Passed 3-1 with Klapper voting no.

**10. Discussion on splash pad and skate park**

Splash pad plans are moving forward. Tim Raimer is still looking for volunteers to work on fund raising and design for the skate park. There is a sign-up sheet at the park and rec office. Looking for Grants to help pay for. Once plan is in place for the skate park we can make an application to the Tony Hawk foundation for money for construction of park.

**11. Discussion on support staff for Municipal Services Department**

The estimated first year budget for an engineering technician is \$70,000. Labor at \$45,000, payroll burden of 33% equals \$15,000 and computer hardware and software cost of \$10,000. Adding this position should save the city money on by not having to pay for outside help.

**12. Discussion and possible action on plans and specifications for Village Road chip sealing and resurfacing projects**

The paving was budgeted at \$90,000 for these streets and parking lots. The low bid was for \$83,883.40 (\$62.04/ton). There was also \$6,000 of curb and gutter replacement in preparation of the paving. We were also informed the County will not be repaving Townsend Street so we want to add that to the bid.

Motion by Oszman to do a change order to contract 12-009a to add Townsend street if a new bid is not necessary, second by Klapper. Passed 4-0

The chip sealing was budgeted at \$60,000 and the only bid was for \$69,111.30

The Village Road sidewalk was budgeted at \$120,000. The low bid was \$25,141. More than \$16,000 of the project is assessable.

**13. Discussion and possible action on stop lights at East Wisconsin Street at Wauona Trail**

It was discussed and agreed that resurfacing East Wisconsin Street and DeWitt would at this time be of more importance than stop lights at Wauona Trail so pushing the stop lights to 2014 and moving East Wisconsin/Dewitt street project to 2012.

Routing truck traffic down Townsend Street is still being discussed

**14. Discussion and possible action on 15 minute parking from Clark Street to DeWitt Street**

No numbers available yet so moved item to next agenda

**15. Discussion and possible action on grandstand storm shelter renovation**

Design is proceeding with this project but bidding won't occur until the CDBG funding agreement is finalized. This is to ensure the funding won't be jeopardized. Tim Raimer indicated a Hometown Baseball Team may be interested in using the Grandstand for games when completed.

**16. Discussion on 2013 capital projects**

Some projects may be moved to earlier dates if money available. There is a consensus that fixing the roads needs to be a priority.

**17. Discussion and possible action on paving project on DeWitt and East Wisconsin Street**

Based on the bids received the estimated construction cost is \$199,000. Also, 3,600 feet of the 5,700 foot project length (63%) of the work (\$125,000) lies within TIF 7. This was also discussed under item 13

**18. Discussion and possible action on Canal Project engineering**

Director Redelings met with the management consultant and was informed that with the current state of the economy the city's entitlement may be in jeopardy if not encumbered in the near future. Using the entitlement funds for this purpose will be a positive step in this direction.

Gil stated that DOT has said we will not receive new money for visitor center unless we use the money we have received for the canal.

There was a heated discussion on whether any money should be used on the canal at all. It was pointed out that the engineering work needs to be done to know just what everything will cost and how to meet requirements for storm water drainage.

The question on hand was should we obtain our own consultant from DOT's list of eligible consultants which has the major advantage of the city using price as a criteria in the selection. A disadvantage is that the consultant bills the City directly for their services. The other option is to work through WisDOT. The advantage of using this method is cash flow because the consultant is paid by WisDOT and in turn, WisDOT bills the City for their share. The disadvantage is that the consultant selection process is a Quality Based Selection (QBS) and price isn't allowed to be selection criteria. Agreements are negotiated and costs are typically higher than when they are bid.

Motion made by Klapper to obtain consultant through bidding process from DOT's list of eligible consultants, second by Hamre. Passed 3-1 with Oszman voting no.

**19. Adjournment**

Motion by Oszman to adjourn, second by Klapper. Passed 4-1. Meeting adjourned at 8:07

**Carolyn Hamre, Secretary**

Breast Cancer Walk.

Aug 18, 2012

Event Name

Living Steps for Loved ones

Date(s) of Event

Sarah Lochner

Organization

Riverside park & Levee.

Contact Person

N1994 County Road T

Location of event

Address

Endeavor, WI 53930

City, State, Zip

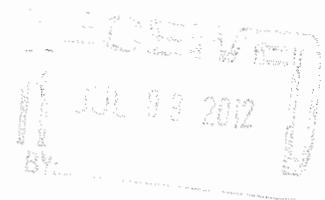
608-697-4222

Phone number

slochner@mags.net

Email: (not required)

In-Kind Services Requested



Item	Qty	
Barricades	6	
Picnic Tables	10	
Trash Containers	6	
Banners	?	Banner Location(s)
Park Fee waiver	<input checked="" type="radio"/> Y <input type="radio"/> N	Park & Rec Dept. Approval
Traffic Control	<input type="radio"/> Y <input checked="" type="radio"/> N	Police Dept. Approval (Signature required)

Licenses/Permits

Park Rental Form	<input type="radio"/> Y <input checked="" type="radio"/> N		
Beer/Wine License	<input type="radio"/> Y <input checked="" type="radio"/> N	Fee	
Certificate of Insurance	<input type="radio"/> Y <input checked="" type="radio"/> N		
Carnival License	<input type="radio"/> Y <input checked="" type="radio"/> N	Fee \$25.00 per day	
Street Use Permit	<input type="radio"/> Y <input checked="" type="radio"/> N	Fee \$25.00	
Parade Permit	<input type="radio"/> Y <input checked="" type="radio"/> N	Fee \$10.00 Circle One: #1 Pauquette Park to Market Square #2 Market Square to Fairgrounds #3 W. Slifer - Airport road to Blue Star Park #4 E. Slifer - Hamilton to New Pinery	
Walk/Run Permit	<input checked="" type="radio"/> Y <input type="radio"/> N	Fee \$10.00	

Signature

Submit date

*[Handwritten Signature]*

July 6, 2012

July 6, 2012

Dear Municipal Services,

Our group Living Steps for Loved Ones, is hosting a Breast Cancer walk on August 18<sup>th</sup>, 2012 to benefit our local

Pink Angels. We are asking that all fees associated with this walk

be waived due to our donation of money back to the pink Angels.

If you have any questions, please feel free to contact me.

Thank you!

Sarah Lochner

608-697-4222

Harvest Party

Sept 22 - Noon - 8:00

Event Name

River of Life

Date(s) of Event

Kelly Zuelke

Organization

Contact Person

~~102~~ 102 W. Franklin St.

Address

Portage, WI 53401

City, State, Zip

608-745-4040 cell-608-697-3309

Phone number

mobelly76@yahoo.com

Email: (not required)

In-Kind Services Requested

Item	Qty
Barricades	6
Picnic Tables	—
Trash Containers	—
Banners	1
Park Fee waiver	Y N
Traffic Control	Y <input checked="" type="radio"/> N

Block off Franklin St. ~~between~~  
between Dewitt + McFarland.  
Event will run from 3:00 - 6:00.

Banner Location(s) ~~to~~ EAST side of River of Life Church

Park & Rec Dept. Approval

Police Dept. Approval  
(Signature required)

Licenses/Permits

Park Rental Form	Y <input checked="" type="radio"/> N		
Beer/Wine License	Y N <input checked="" type="radio"/>	Fee	
Certificate of Insurance	<input checked="" type="radio"/> N		received ✓
Carnival License	Y <input checked="" type="radio"/> N	Fee \$25.00 per day	
Street Use Permit	<input checked="" type="radio"/> <del>N</del>	Fee \$25.00	5-C120510
Parade Permit	Y <input checked="" type="radio"/> N	Fee \$10.00 Circle One: #1 Pauquette Park to Market Square #2 Market Square to Fairgrounds #3 W. Slifer - Airport road to Blue Star Park #4 E. Slifer - Hamilton to New Pinery	
Walk/Run Permit	Y <input checked="" type="radio"/> N	Fee \$25.00	

Paul Zuelke

Signature

4-14-2012

Submit date

City of Portage  
Street Use Permit Application

Street Use Permits: Chapter 66, Division 4 Code of Ordinances

License Fee: \$25.00

Receipt No. 5-0120510

Name or Organization: River of Life Church

Contact Person: Kelly Zuelke

Address: 102 W. Franklin St

Event: Annual Harvest Fest

Free games, Food, music for community  
at River of Life Church.

Date of Event: Sept 22

Hours of Event: 3:00 - 6:00

Street to be Closed:  
From: 12:00

To: 7:30

Services Requested (for example, barricades): Barricades to  
Block Franklin street between Devitt  
+ McFarland

The undersigned agrees to release, defend and hold the City of Portage and its employees and agents harmless against all claims, liability, loss, damage or expense incurred by the city on account of any injury to or death of any person or any damage to property caused by or resulting from the activities for which the permit is granted.

Paul Zuelke  
Signature

4-16-2012  
Date

Office Use:  
Insurance required: Yes  No   
Approved/Denied: Yes  No

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**City of Portage**  
**Finance/Administration Committee Meeting**  
**(This meeting will constitute a meeting of the Community Development**  
**Block Grant Committee as a quorum of members will be present; but no**  
**business of that committee will be taken up.)**  
**Thursday, July 12, 2012, 6:15 p.m.**  
**Municipal Building, Conference Room One**

**Members Present:** Rick Dodd, Chairperson; Carolyn Hamre and Doug Klapper

**Members Excused:** Kenneth A. Ebnetter and Marty Havlovic

**Others Present:** City Treasurer Lohr, Clerk Moe and Craig Sauer from Portage Daily Register.

**1. Roll Call**

The meeting was called to order at 6:15 pm

**2. Approval of minutes from June 2, 2012 meeting**

Minutes were not included in the committee packet and no action was taken on this item.

**3. Discussion and possible action on Contract No. 12-003, 2012 Watermain and Sanitary Sewer Construction**

Chairman Dodd noted that there had been some confusion on the change order previously approved by the committee and that this was the full amount of the original contract.

Motion to by Klapper, seconded by Hamre to recommend approval of contract to Allen Steele \$343,406.75 for watermain and sanitary sewer construction.

**4. Discussion and possible action on claims**

Motion to by Klapper, seconded by Hamre to recommend approval of claims in the amount of \$1,123,491.74. Motion passed on 3-0 call of roll.

**5. Discussion and possible action on grandstand renovation engineering agreement**

The grandstands project came out of Municipal Services and the amount of engineering costs are expected to be \$17,942.

Motion by Klapper, seconded by Hamre to approve the engineering costs for General Engineering on the Grandstand Storm Shelter & Repairs project at Veteran's Field. Motion passed on 3-0 call of roll.

**6. Adjournment**

Motion by Klapper, seconded by Hamre to adjourn at 6:28pm. Motion passed 3-0 on a call of roll.

Ruth A. Lohr  
City Treasurer

INVOICES DUE ON/BEFORE 08/10/2012

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
1STAYD	1STAYD CORPORATION	842.10	519.45
5ALARM	5 ALARM	2,333.48	7,390.80
ABBS	ABBS PAVING	2,250.00	4,100.00
ADAMCOL	ADAMS-COLUMBIA ELECTRIC COOP	146.37	59.60
AIRTEMP	AIR TEMPERATURE SERVICES INC	17,004.27	5,111.45
ALERETOX	ALERE TOXICOLOGY SERVICES INC	640.00	522.75
ALLIENE	ALLIANT ENERGY	186,833.43	44,639.22
AMERFAS	AMERICAN FASTENER	152.74	80.88
AMRED	AMERICAN RED CROSS-HEALTH&SAFE	0.00	140.00
AQUACHE	AQUACHEM OF AMERICA INC.	14,787.00	2,484.00
ARAMARK	ARAMARK	0.00	103.54
ARAMUNI	ARAMARK UNIFORM SERVICES	9,878.22	2,066.15
ARNOLD	ARNOLD & O'SHERIDAN, INC.	2,700.00	300.00
ASHBCOR	ASHBROOK SIMON-HARTLEY	0.00	202.09
AT&T	AT&T	293.86	45.21
AUTUSUP	AUTUMN SUPPLY	243.20	1,625.56
BAKEENT	BAKER & TAYLOR	4,064.12	1,202.60
BATTPRO	BATTERY PRODUCTS INC	206.07	254.60
BENDFIR	BENDLIN FIRE EQUIPMENT CO., IN	6,018.09	395.85
BILLJAC	BILL & JACKS GARAGE	72.00	62.00
BLYSTOW	BLYSTONE TOWING & RADIATOR, IN	3,491.99	110.79
BROOTRA	BROOKS TRACTOR INC.	27.72	581.99
CAPNEWS	CAPITAL NEWSPAPERS	11,887.32	1,238.91
CARDMEM	CARDMEMBER SERVICE	5,122.34	79.38
CCHIGH	COLUMBIA COUNTY HIGHWAY	116,250.78	34.42
CCSOLID	COLUMBIA CO. SOLID WASTE	123,174.72	50,579.49
CCTREAS	COLUMBIA COUNTY TREASURER	14,213.25	2,339.60
CENTSPR	CENTURY SPRINGS BOTTLING CO	858.80	145.20
CHARCOM	CHARTER COMMUNICATIONS	569.82	94.97
CITYTREA	CITY TREASURER	0.00	150.00
CNASURE	CNA SURETY	0.00	100.00
COMMSVC	COMMUNITY SERVICE ASSOC. S.C.	0.00	400.00
CONNSAF	CONNEY SAFETY PRODUCTS	133.77	74.98
COUNPLU	COUNTRY PLUMBER, INC	3,115.80	1,018.31
DAVISTAN	DAVIS & STANTON	37.00	58.00
DEANHEAL	DEAN CLINIC	120.00	230.00
DEMCO	DEMCO, INC.	2,073.63	264.14
DESIAPP	DESIGN 1 APPAREL	1,233.60	10.00
DIAMVOG	DIAMOND VOGEL PAINT CENTER	0.00	8,032.50
DIVISAV	DIVINE SAVIOR HEALTHCARE	2,670.00	880.50
DWMENS	D. W. SPORTS CENTER	1,245.70	178.50
EDGEGRE	EDGEWATER GREENHOUSE	1,633.75	36.00
EHLINV	EHLERS INVESTMENT PARTNERS	1,053.67	411.45
ENVICON	ENVIRONMENT CONTROL	8,097.23	1,335.00

INVOICES DUE ON/BEFORE 08/10/2012

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
FIRERESC	FIRE RESCUE SUPPLY LLC	936.90	103.50
FRONTON	FRONTIER ONLINE	5,466.27	1,940.90
GALEGRO	GALE	140.49	19.46
GALLS	GALLS, AN ARAMARK COMPANY	1,134.51	153.54
GENENG	GENERAL ENGINEERING COMPANY	61,910.09	2,290.00
GOMINI	GO MINI'S	401.62	177.62
GORDFLE	GORDON FLESCH CO., INC.	2,677.57	162.43
GRAINGER	GRAINGER	887.31	89.72
H&MCON	H & M CONTRACTING	2,443.49	100.00
HAWKWAT	HAWKINS INC.	14,447.47	5,894.96
HESTARK	THE H.E. STARK AGENCY INC	5,838.74	1,040.02
HILLWIR	HILL'S WIRING INC.	13,721.75	148.13
IAMDairy	I.A.M. DAIRY DISTRIBUTING LLC	0.00	225.03
INGRBOO	INGRAM LIBRARY SERVICES	17,292.91	3,518.22
INTEELE	INTERSTATE ELECTRIC SUPPLY CO.	1,030.93	17.25
INTHELIT	IN THE LITE, LLC	16,755.95	279.58
JFJDISC	J.F.J DISC REPAIR INC.	166.48	75.74
KLOGINC	K-LOG, INC.	5,373.00	1,048.71
KRAECO	THE KRAEMER COMPANY, LLC	329.73	89.77
KRANSH	SHERRI KRANZ	0.00	34.76
LEAGWIS	LEAGUE OF WISCONSIN	60.00	30.00
LIFESTO	THE LIFEGUARD STORE INC	597.95	30.85
LWALLEN	L.W. ALLEN, INC.	3,203.48	330.48
MADIREFR	MADIGAN REFRIGERATION	0.00	256.00
MASRESTO	MASONRY RESTORATION, INC.	0.00	18,712.50
MDAPLUM	MDA PLUMBING & HEATING INC	0.00	1,340.00
MERITHOS	MERITER HOSPITAL INC.	0.00	280.00
MICRMAR	MICROMARKETING, LLC	68.04	23.60
MIDTAPE	MIDWEST TAPE	1,326.72	543.70
MILLBRU	MILLER, BRUSSELL, EBBEN,	13,340.00	20,193.75
MILLMIL	MILLER & MILLER LLC	34,698.00	5,462.50
MINNMUT	THE MINNESOTA LIFE INSURANCE	11,585.56	2,034.60
MOEMA	MARIE A. MOE	0.00	3.30
MTAW	MUNICIPAL TREASURERS ASSOC.	0.00	40.00
MULCSHAW	MULCAHY/SHAW WATER INC.	0.00	4,748.25
NAPAAUT	NAPA AUTO PARTS	5,131.20	578.69
NATPEN	NATIONAL PEN	0.00	134.90
NORTBUS	NORTHLAND BUSINESS SYSTEMS INC	0.00	226.70
NORTCEN	NORTH CENTRAL LABORATORIES	4,259.56	505.40
NORTLAK	NORTHERN LAKE SERVICE, INC	496.00	248.00
OREIAUT	O'REILLY AUTO PARTS	0.00	543.53
PEPSI	PEPSI COLA COMPANY	3,486.80	591.60
PETTY	PETTY CASH	383.52	100.30
PHYSIOCO	PHYSIO-CONTROL INC.	0.00	120.00

INVOICES DUE ON/BEFORE 08/10/2012

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
POMPTIR	POMP'S TIRE SERVICE INC	2,703.20	559.55
PORTAGE	CITY OF PORTAGE	371.12	115.00
PORTLUM	PORTAGE LUMBER	3,075.14	180.18
PULSDA	DANIEL PULSFUS	0.00	510.00
RAMLBR	BRYAN RAMLOW	0.00	1,000.00
RANDHOU	RANDOM HOUSE INC	290.64	264.49
REGIFEE	REGISTRATION FEE TRUST	23.00	10.00
RELIPRI	RELIABLE PRINTING SOLUTIONS	0.00	3,175.76
RENNFIR	RENNERT'S FIRE EQUIPMENT	1,123.52	27.43
RHYMBUS	RHYME BUSINESS PRODUCTS	864.82	13.35
RIOSHOP	RIO SHOPPER	0.00	50.00
RKETEK	RKETEK	7,390.00	1,045.00
RUNNING	RUNNING INC.	269,066.41	38,359.28
SCHUSMA	SCHULTZ SMALL ENGINE	707.82	243.60
SECUFEN	SECURITY FENCE & SUPPLY CO, INC	0.00	2,100.00
SHADFAX	SHADOWFAX	1,559.50	230.50
SPRINT	SPRINT	0.00	30.00
STAFFORD	STAFFORD ROSENBAUM LLP	4,746.90	45.00
STAPLES	STAPLES CREDIT PLAN	14,033.02	737.78
STRAASS	STRAND ASSOCIATES INC	6,336.74	878.47
STREPOL	STREICHER'S	0.00	1,142.00
STWICOUR	STATE OF WISCONSIN COURT FINES	27,907.84	4,633.24
SUPECHE	SUPERIOR CHEMICAL INC	13,042.49	3,340.33
T&S	T & S CONSTRUCTION	34,081.20	3,320.25
TIERNEY	WILLIAM TIERNEY	0.00	63.00
TRECEK	TRECEK AUTOMOTIVE OF	5,216.46	1,081.50
UNEMINS	UNEMPLOYMENT INSURANCE	7,796.14	433.12
UNIQMAN	UNIQUE MANAGEMENT SERVICES INC	349.05	44.75
USCELL	U. S. CELLULAR	30,496.95	4,966.57
VANCONS	VAN'S CONSTRUCTION INC.	465.00	4,100.00
WALSACE	WALSH'S ACE HARDWARE	4,650.05	801.47
WALSHE	ELIZABETH WALSH	0.00	100.00
WEAVAUT	WEAVER AUTO PARTS	814.40	105.72
WESTRING	WESTRING CONSTRUCTION, LLC	0.00	7,572.60
WIDEPDNR	WISCONSIN DEPT OF NATURAL	0.00	278.65
WIDEPJUS	WI DEPT OF JUSTICE - TIME	2,391.00	381.00
WISCOPY	WISCONSIN COPY &	370.36	264.95
WITAX	WISCONSIN TAXPAYERS ALLIANCE	14.95	87.78
ZIMMPLU	ZIMMERMAN PLUMBING INC	1,657.11	20.57
TOTAL ALL VENDORS:			296,490.76

FROM CHECK # 133005 TO 133207

VENDOR #	INVOICE #	ITEM DESCRIPTION	ACCOUNT NUMBER	INV. DATE	P.O. NUM	CHECK #	CHK DATE	CHECK AMT	INVOICE AMT/ ITEM AMT
AFLAC		AMERICAN FAMILY LIFE							
	374870	01 MONTHLY DUES	1000021000929	07/12/12		133187	07/30/12	155.53	155.53
									155.53
									VENDOR TOTAL:
									155.53
AIRPORT		AIR PORTAGE, INC							
	JUNE2012	01 CONSULTING SERVICES	1002053510219	07/13/12		133005	07/16/12	1,750.00	1,750.00
									1,750.00
									VENDOR TOTAL:
									1,750.00
ASSOMAN		GIL MEISGEIER DBA							
	JULY2012	01	2450056720241	07/31/12		133207	08/06/12	2,489.00	2,489.00
									2,489.00
									VENDOR TOTAL:
									2,489.00
BRYAELE		BRYAN ELECTRICAL CONTRACTING							
	513A	01 FLUOR T8 LAMPS	1000251600340	05/29/12		133032	07/20/12	198.00	198.00
		02 FLUOR T8 LAMPS	2300055110243						99.00
									99.00
									VENDOR TOTAL:
									198.00
CAPNEWS		CAPITAL NEWSPAPERS							
	1880555	01 COL.COUNTY TRAVEL PLANNER	2450056720296	03/21/12		133188	07/30/12	1,200.00	1,200.00
									1,200.00
									VENDOR TOTAL:
									1,200.00
CARDMEM		CARDMEMBER SERVICE							
	1207-2129	01 SUPPLIES	1001052110292	07/13/12		133006	07/16/12	522.76	267.76
		02 SUPPLIES	1001052120290						258.51
									9.25
	1207-6781	01 WI FIRE CHIEF ASSOC.	1001552210290	07/13/12		133006	07/16/12	522.76	255.00
									255.00
									VENDOR TOTAL:
									522.76
CENTWIS		CENTRAL WISCONSIN COMMUNITY							
	38	01 LISA CARLSON PROJECT	2200056000752	07/17/12		133033	07/20/12	22,600.00	10,000.00
									10,000.00
	39			07/17/12		133033	07/20/12	22,600.00	10,000.00

FROM CHECK # 133005 TO 133207

VENDOR #	INVOICE #	ITEM DESCRIPTION	ACCOUNT NUMBER	INV. DATE	P.O. NUM	CHECK #	CHK DATE	CHECK AMT	INVOICE AMT/ ITEM AMT
	39	01 LISA RAMSEY PROJECT	2200056000752	07/17/12		133033	07/20/12	22,600.00	10,000.00
									10,000.00
	ADM31	01 ADMIN. PAYMENT	2200056000219	07/17/12		133033	07/20/12	22,600.00	2,600.00
									2,600.00
									VENDOR TOTAL:
									22,600.00
EQUIVES		EQUI-VEST							
	120713	01 DEFERRED COMP 7/14/12 PAYROLL	1000021000923	07/13/12		133007	07/16/12	40.00	40.00
									40.00
	12730	01 DEFERRED COMP 7/28/12 PAYROLL	1000021000923	07/30/12		133189	07/30/12	40.00	40.00
									40.00
									VENDOR TOTAL:
									80.00
FAHEMA		MARK W. FAHEY							
	AUG2012	01 REIMBURSEMENT- CAFETERIA	1000021000929	08/03/12		133202	08/03/12	555.00	555.00
									555.00
									VENDOR TOTAL:
									555.00
FRONTON		FRONTIER ONLINE							
	1207-012312-5	01	1002053311220	07/13/12		133008	07/16/12	59.99	59.99
									59.99
									VENDOR TOTAL:
									59.99
HESTARK		THE H.E. STARK AGENCY INC							
	7176CRT-G	02 MUNICIPAL COURT	1004545110000	06/29/12		133009	07/16/12	187.30	17.10
									17.10
	7176CRT-G1207	01 MUNICIPAL COURT	1004545110000	07/06/12		133009	07/16/12	187.30	23.37
									23.37
	7176CRTRIP-G1207	01 MUNICIPAL COURT	1004545110000	06/29/12		133009	07/16/12	187.30	25.49
									25.49
	7176CRTRIP-G1207A	01 MUNICIPAL COURT	1004545110000	07/06/12		133009	07/16/12	187.30	121.34
									121.34
									VENDOR TOTAL:
									187.30
HOLIWHO		HOLIDAY WHOLESale							
	6160979			04/19/12		133190	07/30/12	115.25	35.45

FROM CHECK # 133005 TO 133207

VENDOR #	INVOICE #	ITEM DESCRIPTION	ACCOUNT NUMBER	INV. DATE	P.O. NUM	CHECK #	CHK DATE	CHECK AMT	INVOICE AMT/ ITEM AMT
	6160979	01 CAN LINERS	2450056720390	04/19/12		133190	07/30/12	115.25	35.45 35.45
	6228510	01 CAN LINERS	2450056720390	06/18/12		133190	07/30/12	115.25	79.80 79.80
								VENDOR TOTAL:	115.25
IAFFU		INT'L ASSOC. OF FIRE FIGHTERS							
	JULYDUES	04 JULY UNION DUES -FIRE	1000021000917	07/13/12		133010	07/16/12	162.50	162.50 162.50
								VENDOR TOTAL:	162.50
JOHNDEE		JOHN DEERE FINANCIAL							
	P18270	01 SUPPLIES	1002053311341	05/08/12		133011	07/16/12	684.06	57.79 57.79
	P79243	01 SUPPLIES	1003055400341	04/19/12		133011	07/16/12	684.06	66.10 66.10
	P79616	01 SUPPLIES	1003055400341	04/23/12		133011	07/16/12	684.06	206.03 206.03
	P81024	01 SUPPLIES	1002053311341	05/04/12		133011	07/16/12	684.06	36.58 36.58
	P82769	01 SUPPLIES	1003055400341	05/21/12		133011	07/16/12	684.06	170.83 170.83
	P84060	01 SUPPLIES	1003055400341	06/04/12		133011	07/16/12	684.06	104.02 104.02
	P85419	01 SUPPLIES	1002053311341	06/21/12		133011	07/16/12	684.06	42.71 42.71
								VENDOR TOTAL:	684.06
KIWANIS		KIWANIS CLUB OF PORTAGE, INC.							
	2012JULY	01 KIWANIS CLUB OF PORTAGE	2400056000730	07/13/12		133012	07/16/12	1,750.00	1,750.00 1,750.00
								VENDOR TOTAL:	1,750.00
KWIKTRI		KWIK TRIP STORES							
	1206-00013291			06/30/12		133013	07/16/12	11,176.75	414.83 414.83

FROM CHECK # 133005 TO 133207

VENDOR #	INVOICE #	ITEM DESCRIPTION	ACCOUNT NUMBER	INV. DATE	P.O. NUM	CHECK #	CHK DATE	CHECK AMT	INVOICE AMT/ ITEM AMT
	1206-00013291	01 PARK & REC	1003055400342	06/30/12		133013	07/16/12	11,176.75	414.83 414.83
	1206-00105046A	01 POLICE DEPT	1001052120342	06/30/12		133013	07/16/12	11,176.75	5,247.71 5,247.71
	1206-00204173	01 ADMINISTRATION	1002053100342	06/30/12		133013	07/16/12	11,176.75	34.71 34.71
	1206-03000653	01 PUBLIC WORKS	1002053311342	06/30/12		133013	07/16/12	11,176.75	3,598.75 3,598.75
	1206-03000654	01 PORTAGE SEWER/UTIL	6205553610342	06/30/12		133013	07/16/12	11,176.75	889.73 889.73
	1206-16000653	01 FIRE DEPT.	1001552220342	06/30/12		133013	07/16/12	11,176.75	991.02 991.02
								VENDOR TOTAL:	11,176.75
LEEREC		LEE RECREATION LLC							
	8975	01 PLANTERS	2450056720821	04/20/12		133191	07/30/12	3,462.00	3,462.00 3,462.00
								VENDOR TOTAL:	3,462.00
MAASSC		SCOTT H. MAASS							
	AUG2012	01 CAFETERIA REIMBURSEMENT	1000021000929	08/03/12		133203	08/03/12	261.54	261.54 261.54
								VENDOR TOTAL:	261.54
MAINSTR		MAIN STREET PORTAGE, INC							
	M562712	01 JUNE ADMIN SERVICES	2450056720550	07/01/12		133192	07/30/12	1,562.00	1,562.00 1,562.00
								VENDOR TOTAL:	1,562.00
NAPAAUT		NAPA AUTO PARTS							
	199080	01 SUPPLIES	2450056720351	02/13/12		133193	07/30/12	52.05	11.22 11.22
	209456	01 SUPPLIES	2450056720351	05/09/12		133193	07/30/12	52.05	1.66 1.66

FROM CHECK # 133005 TO 133207

VENDOR #	INVOICE #	ITEM DESCRIPTION	ACCOUNT NUMBER	INV. DATE	P.O. NUM	CHECK #	CHK DATE	CHECK AMT	INVOICE AMT/ ITEM AMT
	212458	01 SUPPLIES	2450056720351	06/03/12		133193	07/30/12	52.05	39.17 39.17
									VENDOR TOTAL: 52.05
PETEGA	GARY PETERSEN								
	1939524	01 REIMBURSEMENT	1001052120133	06/28/12		133014	07/16/12	122.49	122.49 122.49
									VENDOR TOTAL: 122.49
PETTY	PETTY CASH								
	06/26/12	01 OFFICE SUPPLIES 02 SUPPLIES	1003055200310 1003055400341	06/26/12		133015	07/16/12	133.43	22.49 7.99 14.50
	07/10/12	01 PETTY CASH REIMBURSEMENT 02 PETTY CASH REIMB. 03 PETTY CASH REIMB. 04 PETTY CASH REIMB-TWP 05 PETTY CASH REIMB. 06 PETTY CASH REIMB. 07 PETTY CASH REIMB.	1001552210290 1001552210310 1001552220341 1001552220341 1001552220390 1001552220860 1001552230390	07/10/12		133015	07/16/12	133.43	110.94 5.46 1.90 23.15 5.84 22.09 38.00 14.50
									VENDOR TOTAL: 133.43
POMEDE	DENNIS J. POMEROY								
	JULY2012	01 UNIFORM ALLOWANCE	1001052120133	07/27/12		133194	07/30/12	400.00	400.00 400.00
									VENDOR TOTAL: 400.00
PORTLUM	PORTAGE LUMBER								
	737107	01 PIPE CEMENT/CLEANER	2450056720351	06/04/12		133195	07/30/12	6.64	6.64 6.64
									VENDOR TOTAL: 6.64
PORTPRI	PORTAGE PRINTING								
	JULY2012	01 HISTORIC PRESERVATION-COPIES	1000256000732	07/16/12		133196	07/30/12	100.00	100.00 100.00
									VENDOR TOTAL: 100.00
PORTSCH	PORTAGE COMMUNITY SCHOOL DIST.								
	120801			08/03/12		133205	08/03/12	1,253.80	1,253.80

FROM CHECK # 133005 TO 133207

VENDOR #	INVOICE #	ITEM DESCRIPTION	ACCOUNT NUMBER	INV. DATE	P.O. NUM	CHECK #	CHK DATE	CHECK AMT	INVOICE AMT/ ITEM AMT
	120801	01 JULY MOBILE HOME FEES	1000024000947	08/03/12		133205	08/03/12	1,253.80	1,253.80 1,253.80
									VENDOR TOTAL: 1,253.80
PORTWAT	PORTAGE WATER UTILITY								
	1207-4.02705.00	01 WATER/SEWER - 02 WATER/SEWER -	1000251600222 1001052110222	07/06/12		133016	07/16/12	34,064.34	183.16 113.56 69.60
	1207.1.00171.00	01 WATER/SEWER -	1003055400222	07/06/12		133016	07/16/12	34,064.34	28.75 28.75
	1207.1.02263.00	01 WATER/SEWER -	1002053311222	07/06/12		133016	07/16/12	34,064.34	34.81 34.81
	1207.1.02273.01	01 WATER/SEWER -	1003055400222	07/13/12		133016	07/16/12	34,064.34	122.56 122.56
	1207.1.02336.00	01 WATER/SEWER -	1003055400222	07/06/12		133016	07/16/12	34,064.34	56.85 56.85
	1207.1.02604.00	01 WATER/SEWER -	1003055400222	07/13/12		133016	07/16/12	34,064.34	59.05 59.05
	1207.1.02827.00	01 WATER/SEWER -	1003055400222	07/13/12		133016	07/16/12	34,064.34	51.63 51.63
	1207.1.02939.00	01 WATER/SEWER -	6205553610222	07/06/12		133016	07/16/12	34,064.34	8.90 8.90
	1207.1.02940.00	01 WATER/SEWER -	6205553610222	07/06/12		133016	07/16/12	34,064.34	2,097.80 2,097.80
	1207.1.02941.00	01 WATER/SEWER -	6205553610222	07/06/12		133016	07/16/12	34,064.34	1,163.00 1,163.00
	1207.1.03027.00	01 WATER/SEWER -	1003055400222	07/13/12		133016	07/16/12	34,064.34	48.75 48.75
	1207.1.03088.00	01 WATER/SEWER -	1002053311222	07/06/12		133016	07/16/12	34,064.34	203.78 203.78
	1207.1.03431.00			07/06/12		133016	07/16/12	34,064.34	49.90

FROM CHECK # 133005 TO 133207

VENDOR #	INVOICE #	ITEM DESCRIPTION	ACCOUNT NUMBER	INV. DATE	P.O. NUM	CHECK #	CHK DATE	CHECK AMT	INVOICE AMT/ ITEM AMT
	1207.1.03431.00	01 WATER/SEWER -	1003055400222	07/06/12		133016	07/16/12	34,064.34	49.90 49.90
	1207.1.03480.00	01 WATER/SEWER -	6205553610222	07/06/12		133016	07/16/12	34,064.34	1,205.10 1,205.10
	1207.10.01944.00	01 WATER/SEWER -	1003055400222	07/13/12		133016	07/16/12	34,064.34	66.93 66.93
	1207.10.02639.00	01 WATER/SEWER -	1002053510222	07/06/12		133016	07/16/12	34,064.34	28.75 28.75
	1207.10.02785.00	01 WATER/SEWER -	1003055400222	07/06/12		133016	07/16/12	34,064.34	256.01 256.01
	1207.10.03729.00	01 WATER/SEWER -	2750056710222	07/06/12		133016	07/16/12	34,064.34	340.90 340.90
	1207.11.02807.00	01 WATER/SEWER -	1003055400222	07/13/12		133016	07/16/12	34,064.34	34.81 34.81
	1207.2.03192.00	01 WATER/SEWER -	2300055110222	07/06/12		133016	07/16/12	34,064.34	111.17 111.17
	1207.3.00412.00	01 WATER/SEWER -	2400056000222	07/06/12		133016	07/16/12	34,064.34	40.70 40.70
	1207.3.02673.00	01 WATER/SEWER -	1003055400222	07/13/12		133016	07/16/12	34,064.34	54.81 54.81
	1207.3.02784.00	01 WATER/SEWER -	1000251600222	07/06/12		133016	07/16/12	34,064.34	127.53 127.53
	1207.3.03110.00	01 WATER/SEWER -	1003055400222	07/13/12		133016	07/16/12	34,064.34	5.70 5.70
	1207.4.00637.00	01 WATER/SEWER -	1003055400222	07/13/12		133016	07/16/12	34,064.34	34.81 34.81
	1207.8.02965.01	01 WATER/SEWER -	1003055400222	07/06/12		133016	07/16/12	34,064.34	16.63 16.63
	12071.02604.00	01 WATER/SEWER -	1003055400222	07/06/12		133016	07/16/12	34,064.34	59.05 59.05

FROM CHECK # 133005 TO 133207

VENDOR #	INVOICE #	ITEM DESCRIPTION	ACCOUNT NUMBER	INV. DATE	P.O. NUM	CHECK #	CHK DATE	CHECK AMT	INVOICE AMT/ ITEM AMT
	120721.00010.00	01 WATER/SEWER -	1001552220531	07/06/12		133016	07/16/12	34,064.34	27,572.50 27,572.50
								VENDOR TOTAL:	34,064.34
PRITCH	JOANN PRITCHARD								
	16-C120327	01 JOANN PRITCHARD	1000023000939	07/09/12		133034	07/20/12	1,000.00	1,000.00 1,000.00
								VENDOR TOTAL:	1,000.00
RAIMI	TIMOTHY RAIMER								
	120726	01 CAFETERIA PLAN REIMBURSEMNT	1000021000929	07/30/12		133197	07/30/12	63.20	63.20 63.20
								VENDOR TOTAL:	63.20
REDERO	ROBERT REDELINGS								
	REIMBURSEMENT								
	01 REIMBURSMENT FOR COPY REG DEED	4500053431236		06/06/12		133017	07/16/12	10.00	10.00 10.00
								VENDOR TOTAL:	10.00
RESERACC	RESERVE ACCOUNT								
	07/12/12	01 POSTAGE METER REFILL	1000016000053	07/12/12		133018	07/16/12	1,000.00	1,000.00 1,000.00
								VENDOR TOTAL:	1,000.00
STATWI	STATE OF WISCONSIN								
	291769	01 PERMIT TO OPERATE FEE	6205553610294	06/28/12		133020	07/16/12	150.00	100.00 100.00
	291814	01 PERMIT TO OPERATE FEE	6205553610294	06/28/12		133020	07/16/12	150.00	50.00 50.00
								VENDOR TOTAL:	150.00
STUMJE	JEFFREY E STUMPF								
	AUG2012	01 REIMBURSEMENT	1000021000929	08/03/12		133206	08/03/12	82.80	82.80 82.80
								VENDOR TOTAL:	82.80
SUPPORT	WISCONSIN SUPPORT COLLECTIONS								
	120713			07/13/12		133021	07/16/12	571.06	571.06

FROM CHECK # 133005 TO 133207

VENDOR #	INVOICE #	ITEM DESCRIPTION	ACCOUNT NUMBER	INV. DATE	P.O. NUM	CHECK #	CHK DATE	CHECK AMT	INVOICE AMT/ ITEM AMT
	120713	01 CHILD SUPPORT	1000021000925	07/13/12		133021	07/16/12	571.06	571.06 571.06
	120730	01 CHILD SUPPORT	1000021000925	07/30/12		133198	07/30/12	571.06	571.06 571.06
								VENDOR TOTAL:	1,142.12
SUPRAWA	SUPREME AWARDS								
	037806	01 PLAQUES PURCH.&ENGRAVE	1000256000732	07/12/12		133199	07/30/12	140.00	140.00 140.00
								VENDOR TOTAL:	140.00
TEAMLOC	TEAMSTERS LOCAL #695								
	JULY 2012	01 JULY DUES	1000021000917	06/25/12		133022	07/16/12	864.00	864.00 864.00
								VENDOR TOTAL:	864.00
THOMKL	KLAUDE THOMPSON								
	JULY2012	01 REIMBURSEMENT	1001052120133	07/17/12		133035	07/20/12	33.94	33.94 33.94
								VENDOR TOTAL:	33.94
UNEMINS	UNEMPLOYMENT INSURANCE								
	3895023	01 UNEMPLOYMENT	1001052150110	07/13/12		133023	07/16/12	1,743.87	1,743.87 1,452.00 213.14 78.73
		02 UNEMPLOYMENT	1001052140111						
		03 UNEMPLOYMENT	2300055110111						
								VENDOR TOTAL:	1,743.87
USCELL	U. S. CELLULAR								
	203184772-084	01 EMPLOYEE CELL PHONE	1000021000921	06/22/12		133024	07/16/12	2,098.97	339.46 339.46
	206321548-066	01 EMPLOYEE CELL PHONE	1001552220220	06/22/12		133024	07/16/12	2,098.97	589.08 97.50 294.32 28.25 47.93 121.08
		02 EMPLOYEE CELL PHONE	1001052150220						
		03 EMPLOYEE CELL PHONE	1000013000025						
		04 EMPLOYEE CELL PHONE	1002053100220						
		05 EMPLOYEE CELL PHONE	1003055200220						

FROM CHECK # 133005 TO 133207

VENDOR #	INVOICE #	ITEM DESCRIPTION	ACCOUNT NUMBER	INV. DATE	P.O. NUM	CHECK #	CHK DATE	CHECK AMT	INVOICE AMT/ ITEM AMT
	213674787-018	01 EMPLOYEE CELL PHONE	1001052150840	06/22/12		133024	07/16/12	2,098.97	330.88 330.88
	920415114-156	01 EMPLOYEE CELL PHONE	1001052150220	06/22/12		133024	07/16/12	2,098.97	839.55 5.89 4.67 3.86 4.42 47.45 23.72 63.56 90.79 257.71 224.17 105.81 7.50
		02 EMPLOYEE CELL PHONE	1000251410220						
		03 EMPLOYEE CELL PHONE	1001552220220						
		04 EMPLOYEE CELL PHONE	1001552220220						
		05 EMPLOYEE CELL PHONE	1002053100220						
		06 EMPLOYEE CELL PHONE	1000151110220						
		07 EMPLOYEE CELL PHONE	2300055110220						
		08 EMPLOYEE CELL PHONE	1000013000023						
		09 EMPLOYEE CELL PHONE	1000021000921						
		10 EMPLOYEE CELL PHONE	6100021000921						
		11 EMPLOYEE CELL PHONE	6200021000921						
		12 EMPLOYEE CELL PHONE	1000251400220						
								VENDOR TOTAL:	2,098.97
UWGREOU	UW-GREEN BAY-OUTREACH								
	JULY 2012	01 REGISTRATION FEE	1000251400290	05/02/12		133025	07/16/12	339.00	339.00 339.00
								VENDOR TOTAL:	339.00
WALSACE	WALSH'S ACE HARDWARE								
	56334	01 SUPPLIES	2450056720351	04/30/12		133200	07/30/12	39.04	8.75 8.75
	56610	01 SUPPLIES	2450056720351	05/09/12		133200	07/30/12	39.04	1.02 1.02
	56929	01 SUPPLIES	2450056720351	05/21/12		133200	07/30/12	39.04	23.38 23.38
	56962	01 SUPPLIES	2450056720351	05/22/12		133200	07/30/12	39.04	5.89 5.89
								VENDOR TOTAL:	39.04
WALTER	ERIC WALTERS								
	07/02/12	01 REIMBURSEMENT	1001052120133	07/02/12		133026	07/16/12	185.25	185.25 6.79 178.46
		02 SHIRT & TROUSER REIMB.	1001052120133						
								VENDOR TOTAL:	185.25

FROM CHECK # 133005 TO 133207

VENDOR #	INVOICE #	ITEM DESCRIPTION	ACCOUNT NUMBER	INV. DATE	P.O. NUM	CHECK #	CHK DATE	CHECK AMT	INVOICE AMT/ ITEM AMT
WEAVAUT	WEAVER AUTO PARTS								
	187849	01 SUPPLIES	2450056720351	06/29/12		133201	07/30/12	3.88	1.07 1.07
	187921	01 SUPPLIES	2450056720351	06/30/12		133201	07/30/12	3.88	2.81 2.81
								VENDOR TOTAL:	3.88
WELWILL	WILLIAM P. WELSH								
	JULY2012	01 OPERATION OF CABLE TV SYSTEM	1003555190219	07/12/12		133027	07/16/12	562.00	562.00 562.00
								VENDOR TOTAL:	562.00
WMCADUES	WISCONSIN MUNICIPAL CLERKS								
	AUG2012	01 REGISTRATION FEE	1000251400290	07/19/12		133036	07/20/12	325.00	120.00 120.00
	JULY2012	01 REGISTRATION FEE	1000251400290	07/19/12		133036	07/20/12	325.00	205.00 175.00 30.00
		02 MEALS	1000251400290						
								VENDOR TOTAL:	325.00
WPPA	WISCONSIN PROFESSIONAL POLICE								
	24295-27314	01 UNION DUES-POLICE	1000021000917	06/27/12		133028	07/16/12	715.50	715.50 715.50
								VENDOR TOTAL:	715.50
WPRA	WISCONSIN PARK AND								
	JULY2012	01 SIX FLAGS TICKETS	1004646752000	07/19/12		133037	07/20/12	292.50	292.50 292.50
								VENDOR TOTAL:	292.50
ZIEGLER	ZACHERY ZIEGLER								
	JULY2012	01 REFUND CLASS B LICENSE	1004444110000	07/13/12		133030	07/16/12	600.00	600.00 600.00
								VENDOR TOTAL:	600.00
								TOTAL --- ALL INVOICES:	96,495.50



DATE: 08/03/2012  
TIME: 14:18:55  
ID: AP450000.WOW

CITY OF PORTAGE  
PAID INVOICE LISTING

PAGE: 1

VENDOR # SALES WISCONSIN DEPT OF REVENUE  
FROM 07/13/2012 TO 08/03/2012

INVOICE #	ITEM DESCRIPTION	ACCOUNT NUMBER	INV. DATE	P.O. NUM	CHECK #	CHK DATE	CHECK AMT	INVOICE AMT/ ITEM AMT
SALES	WISCONSIN DEPT OF REVENUE							
120630			07/13/12		665536	07/13/12	259.27	259.27
	01 SALES TAX REPORT	1000251400790						0.01
	02 SALES TAX REPORT	1000024000941						184.76
	03 SALES TAX REPORT	2110024000941						84.50
	04 SALES TAX REPORT	1004141222000						-10.00
							VENDOR TOTAL:	259.27
							TOTAL --- ALL INVOICES:	259.27

DATE: 08/03/2012  
 TIME: 14:19:12  
 ID: AP450000.WOW

CITY OF PORTAGE  
 PAID INVOICE LISTING

VENDOR # WIRE COMMUNITY BANK OF PORTAGE  
 FROM 07/13/2012 TO 08/03/2012

INVOICE #	ITEM DESCRIPTION	ACCOUNT NUMBER	INV. DATE	P.O. NUM	CHECK #	CHK DATE	CHECK AMT	INVOICE AMT/ ITEM AMT
-----								
WIRE	COMMUNITY BANK OF PORTAGE							
1-487-961-216			06/30/12		961216	07/13/12	7,303.87	7,303.87
	01 STATE WITHHOLDING	1000021000907						6,164.42
	02 STATE WITHHOLDING	2110021000907						63.51
	03 STATE WITHHOLDING	2300021000907						347.12
	04 STATE WITHHOLDING	6100021000907						406.45
	05 STATE WITHHOLDING	6200021000907						322.37
12654051			07/13/12		654051	07/16/12	32,566.55	32,566.55
	01 7/13/12 PAYROLL	1000021000903						14,265.84
	02 7/13/12 PAYROLL	1000021000905						12,227.82
	03 7/13/12 PAYROLL	2110021000903						466.04
	04 7/13/12 PAYROLL	2110021000905						130.91
	05 7/13/12 PAYROLL	2300021000903						1,335.09
	06 7/13/12 PAYROLL	2300021000905						564.06
	07 7/13/12 PAYROLL	6100021000903						1,130.66
	08 7/13/12 PAYROLL	6100021000905						893.60
	09 7/13/12 PAYROLL	6200021000903						954.62
	10 7/13/12 PAYROLL	6200021000905						597.91
34596091			07/30/12		996091	07/31/12	33,777.34	33,777.34
	01 PAYROLL	1000021000903						15,013.47
	02 PAYROLL	1000021000905						12,559.53
	03 PAYROLL	2110021000903						567.37
	04 PAYROLL	2110021000905						254.11
	05 PAYROLL	2300021000903						1,235.21
	06 PAYROLL	2300021000905						543.71
	07 PAYROLL	6100021000903						1,184.29
	08 PAYROLL	6100021000905						933.33
	09 PAYROLL	6200021000903						922.50
	10 PAYROLL	6200021000905						563.82
							VENDOR TOTAL:	73,647.76
							TOTAL --- ALL INVOICES:	73,647.76

DATE: 08/03/2012  
 TIME: 14:38:37  
 ID: AP450000.WOW

CITY OF PORTAGE  
 PAID INVOICE LISTING

VENDOR # GWS GREAT WEST RETIRMENT SERVICES  
 FROM 07/13/2012 TO 08/03/2012

INVOICE #	ITEM DESCRIPTION	ACCOUNT NUMBER	INV. DATE	P.O. NUM	CHECK #	CHK DATE	CHECK AMT	INVOICE AMT/ ITEM AMT
-----								
GWS	GREAT WEST RETIRMENT SERVICES							
486840635			07/16/12		840635	07/16/12	7,390.61	7,390.61
	01	WI DEFERRED COMPENSATION						4,819.61
	02	WI DEFERRED COMPENSATION						600.00
	03	WI DEFERRED COMPENSATION						1,160.00
	04	WI DEFERRED COMPENSATION						200.00
	05	WI DEFERRED COMPENSATION						365.00
	06	WI DEFERRED COMPENSATION						246.00
486199512			07/30/12		999512	07/31/12	7,390.61	7,390.61
	01	WI DEFERRED COMPENSATION						4,819.61
	02	WI DEFERRED COMPENSATION						600.00
	03	WI DEFERRED COMPENSATION						1,160.00
	04	WI DEFERRED COMPENSATION						200.00
	05	WI DEFERRED COMPENSATION						365.00
	06	WI DEFERRED COMPENSATION						246.00
							VENDOR TOTAL:	14,781.22
							TOTAL --- ALL INVOICES:	14,781.22

DATE: 08/03/2012  
 TIME: 14:38:53  
 ID: AP450000.WOW

CITY OF PORTAGE  
 PAID INVOICE LISTING

VENDOR # WRS WISCONSIN RETIREMENT SYSTEM  
 FROM 07/13/2012 TO 08/03/2012

INVOICE #	ITEM DESCRIPTION	ACCOUNT NUMBER	INV. DATE	P.O. NUM	CHECK #	CHK DATE	CHECK AMT	INVOICE AMT/ ITEM AMT
-----								
WRS	WISCONSIN RETIREMENT SYSTEM							
1206	1008000		07/10/12		991206	07/27/12	57,841.05	57,841.05
	01	JUNE RETIREMENT						49,278.10
	02	JUNE RETIREMENT						3,042.10
	03	JUNE RETIREMENT						2,930.90
	04	JUNE RETIREMENT						2,589.90
							VENDOR TOTAL:	57,841.05
							TOTAL --- ALL INVOICES:	57,841.05

**UNPAID CAPITAL CLAIMS REPORT  
OPERATING FUND CHECKING - CAPITAL PROJECTS**

PAYEE INVOICE #	DATE	DESCRIPTION	GL ACCOUNT #	DEBIT AMOUNT
<b>CITY OF PORTAGE</b>				
2012308	6/15/2012	General Engineering - Replacement Main Project, Burns Street Project #12-610W05		750.00
2012308	6/15/2012	General Engineering - Replacement Main Project, Dunn Street Project #12-610W06		750.00
		<b>Vendor Total:</b>		<b>1,500.00</b>
<b>MIDWEST TESTING LLC</b>				
2467	7/2/2012	Large Meter Testing - Project #12-610W08		1,082.00
		<b>Vendor Total:</b>		<b>1,082.00</b>
<b>DAVIS CONSTRUCTION</b>				
10734	7/19/2012	Blacktop Parking Lot & Extra Load of Limestone Project #11-610W01		7,245.00
		<b>Vendor Total:</b>		<b>7,245.00</b>
<b>TOTAL CLAIMS SUBMITTED FOR CAPITAL PROJECTS OPERATING FUND</b>				<b>\$ 9,827.00</b>

8/2/2012

Per	Date	Check No	Vendor No	Payee	Invoice No	Seq	GL Acct No	Discnts Taken	Seq Amount	
07/12	07/27/2012	12879	2362	ALLIANT ENERGY/WP&L	398735U070612	1	1-622221		4,963.51	
					563724U072312	1	1-622221		353.24	
					663440U070312	1	1-622221		3,010.06	
					228592U070612	1	1-622221		3,353.76	
					258719U070212	1	1-622221		21.67	
Total 12879									11,702.24	
07/12	07/27/2012	12880		Information Only Check	.00		1-232000			V
07/12	07/27/2012	12881	327	CITY OF PORTAGE - TREASURER	2012308	5	1-930293		48.25	
					2012308	3	1-930293		48.25	
					2012308	4	1-930293		48.25	
					2012308	11	1-925510		1,606.00	
					2012308	2	1-930293		22.50	
					2012308	1	1-408200		23,515.11	
					2012308	10	1-925511		2,301.50	
					2012308	14	1-921220		28.25	
					2012308	9	1-925510		2,027.00	
					2012308	6	1-930293		48.25	
					2012308	13	1-923207		305.25	
					2012308	8	1-930293		54.17	
					2012308	7	1-930293		54.17	
					2012308	12	1-930201		20.00	
Total 12881									30,126.95	
07/12	07/27/2012	12882		Information Only Check	.00		1-232000			V
07/12	07/27/2012	12883		Information Only Check	.00		1-232000			V
07/12	07/27/2012	12884		Information Only Check	.00		1-232000			V
07/12	07/27/2012	12885		Information Only Check	.00		1-232000			V
07/12	07/27/2012	12886		Information Only Check	.00		1-232000			V
07/12	07/27/2012	12887		Information Only Check	.00		1-232000			V
07/12	07/27/2012	12888		Information Only Check	.00		1-232000			V
07/12	07/27/2012	12889		Information Only Check	.00		1-232000			V
07/12	07/27/2012	12890	329	CITY TREASURER-PAYROLL	6/15/12 - PAY	9	1-640151		164.44	
					6/15/12 - PAY	5	1-630150		47.26	
					6/15/12 - PAY	3	1-620151		23.09	
					6/15/12 - PAY	6	1-630151		58.83	
					6/15/12 - PAY	2	1-620150		18.09	
					6/15/12 - PAY	7	1-640110		2,277.20	
					6/15/12 - PAY	12	1-920150		210.15	
					6/15/12 - PAY	4	1-630110		800.64	
					6/15/12 - PAY	20	1-901151		60.64	
					6/15/12 - PAY	11	1-920112		21.87	
					6/15/12 - PAY	13	1-920151		263.51	
					6/15/12 - PAY	14	1-902000		349.92	
					6/15/12 - PAY	16	1-902150		53.43	
					6/15/12 - PAY	17	1-902151		67.47	
					6/15/12 - PAY	18	1-901000		829.14	
					6/15/12 - PAY	1	1-620110		306.85	
					6/28/12 - PAY	3	1-620151		72.34	
					6/15/12 - PAY	15	1-902111		555.93	
					6/28/12 - PAY	12	1-920151		263.12	
					6/28/12 - PAY	2	1-620150		57.80	
					6/28/12 - PAY	8	1-640150		95.18	
					6/28/12 - PAY	7	1-640110		1,613.45	
					6/28/12 - PAY	6	1-630151		78.09	

Per	Date	Check No	Vendor No	Payee	Invoice No	Seq	GL Acct No	Discnts Taken	Seq Amount
					6/28/12 - PAY	5	1-630150		62.36
					7/12/12 - PAY	2	1-620112		111.20
					6/28/12 - PAY	9	1-640151		116.11
					6/15/12 - PAY	19	1-901151		48.90
					6/28/12 - PAY	4	1-630110		1,057.45
					6/28/12 - PAY	11	1-920150		209.84
					7/12/12 - PAY	3	1-620130		307.69
					6/28/12 - PAY	13	1-902000		886.68
					6/28/12 - PAY	14	1-902150		52.29
					6/28/12 - PAY	15	1-902151		66.00
					6/28/12 - PAY	16	1-901000		879.01
					6/28/12 - PAY	1	1-620110		979.61
					6/28/12 - PAY	18	1-901151		64.19
					6/15/12 - PAY	10	1-920000		3,539.67
					6/28/12 - PAY	17	1-901151		51.85
					6/28/12 - PAY	10	1-920000		3,556.75
					7/12/12 - PAY	16	1-630151		95.73
					7/12/12 - PAY	32	1-902000		349.92
					7/12/12 - PAY	6	1-620134		3.57
					7/12/12 - PAY	24	1-920000		3,403.39
					7/12/12 - PAY	8	1-620151		48.16
					7/12/12 - PAY	9	1-630110		1,273.67
					6/15/12 - PAY	8	1-640150		134.36
					7/12/12 - PAY	11	1-630130		690.63
					7/12/12 - PAY	28	1-920132		56.00
					7/12/12 - PAY	4	1-620131		2.05
					7/12/12 - PAY	15	1-630150		77.73
					7/12/12 - PAY	10	1-630112		44.48
					7/12/12 - PAY	17	1-640110		2,360.64
					7/12/12 - PAY	18	1-640130		1,155.95
					7/12/12 - PAY	19	1-640131		4.93
					7/12/12 - PAY	20	1-640132		29.16
					7/12/12 - PAY	21	1-640134		11.81
					7/12/12 - PAY	22	1-640150		124.28
					7/12/12 - PAY	23	1-640151		172.20
					7/12/12 - PAY	5	1-620132		8.72
					7/12/12 - PAY	14	1-630134		7.35
					7/12/12 - PAY	13	1-630132		19.15
					7/12/12 - PAY	29	1-920134		18.91
					7/12/12 - PAY	36	1-902134		5.46
					7/12/12 - PAY	12	1-630131		3.45
					7/12/12 - PAY	27	1-920131		26.20
					7/12/12 - PAY	7	1-620150		38.83
					7/12/12 - PAY	31	1-920151		264.57
					7/12/12 - PAY	1	1-620110		547.62
					7/12/12 - PAY	33	1-902111		627.82
					7/12/12 - PAY	25	1-920111		172.53
					7/12/12 - PAY	35	1-902132		8.00
					7/12/12 - PAY	30	1-920150		210.96
					7/12/12 - PAY	38	1-902151		73.00
					7/12/12 - PAY	39	1-901000		720.61
					7/12/12 - PAY	40	1-901130		249.09
					7/12/12 - PAY	41	1-901131		3.20
					7/12/12 - PAY	42	1-901132		11.44
					7/12/12 - PAY	43	1-901134		3.85
					7/12/12 - PAY	44	1-901151		42.49
					7/12/12 - PAY	45	1-901151		53.55

Per	Date	Check No	Vendor No	Payee	Invoice No	Seq	GL Acct No	Discnts Taken	Seq Amount
					7/12/12 - PAY	34	1-902131		7.58
					7/12/12 - PAY	37	1-902150		57.69
					7/12/12 - PAY	26	1-920130		1,094.98
									<u>34,593.75</u>
									Total 12890
07/12	07/27/2012	12891	370	DIGGERS HOTLINE INC	120 6 40801	1	1-641340		147.26
07/12	07/27/2012	12892	714	FRONTIER	FAX@6/25-7/24/12	1	1-921220		39.27
					WELLS 7/13-8/12/12	1	1-921220		121.29
									<u>160.56</u>
									Total 12892
07/12	07/27/2012	12893	1143	KWIK TRIP INC	6/12 - FUEL	1	1-920342		769.69
07/12	07/27/2012	12894	1615	P W U	OFFICE - 6/12	1	1-632223		13.79
					SHOP - 6/12	1	1-632223		33.05
					TRTMT PLT- 6/12	1	1-632223		504.95
					WELL #3 - 6/12	1	1-632223		70.23
					WELL #8 - 6/12	1	1-632223		615.21
									<u>1,237.23</u>
									Total 12894
07/12	07/27/2012	12895	2315	WR WA	8/8/12-C CONNECT	1	1-930290		85.00
07/12	07/27/2012	12896	30	WALSH'S ACE HARDWARE	57339	1	1-641340		46.88
					57970	1	1-640351		35.96
					57912	1	1-641340		25.72
					57689	1	1-655350		39.99
									<u>148.55</u>
									Total 12896
									Totals:
									<u><u>78,971.23</u></u>

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt	Amount Paid	Date PD
<b>24/7 HOME COMFORT SERVICES INC</b>							
	Total 24/7 HOME COMFORT SERVICES INC				11.95	.00	
<b>AIRGAS USA LLC</b>							
	Total AIRGAS USA LLC				20.97	.00	
<b>ALLIANT ENERGY/WP&amp;L</b>							
	Total ALLIANT ENERGY/WP&L				1,005.52	.00	
<b>AMERICAN WATER WORKS ASSOC</b>							
	Total AMERICAN WATER WORKS ASSOC				325.00	.00	
<b>CARGILL INC-SALT DIVISION</b>							
	Total CARGILL INC-SALT DIVISION				11,252.23	.00	
<b>CHARTER COMMUNICATIONS</b>							
	Total CHARTER COMMUNICATIONS				59.99	.00	
<b>CT LABORATORIES, LLC</b>							
	Total CT LABORATORIES, LLC				378.00	.00	
<b>CTW CORPORATION</b>							
	Total CTW CORPORATION				424.85	.00	
<b>DAVIS CONSTRUCTION</b>							
	Total DAVIS CONSTRUCTION				1,450.00	.00	
<b>ELLIOTT DIAMOND INC</b>							
	Total ELLIOTT DIAMOND INC				235.00	.00	
<b>FIRST SUPPLY</b>							
	Total FIRST SUPPLY				4,440.25	.00	
<b>FRONTIER</b>							
	Total FRONTIER				43.63	.00	
<b>GAVINSKI, ALBERT</b>							
	Total GAVINSKI, ALBERT				26.00	.00	
<b>HACH COMPANY</b>							
	Total HACH COMPANY				841.67	.00	
<b>HAWKINS INC</b>							
	Total HAWKINS INC				1,478.36	.00	
<b>L W ALLEN</b>							
	Total L W ALLEN				8,867.86	.00	
<b>LINCOLN CONTRACTORS SUPPLY INC</b>							
	Total LINCOLN CONTRACTORS SUPPLY INC				69.82	.00	
<b>LMS CONSTRUCTION INC</b>							
	Total LMS CONSTRUCTION INC				2,276.25	.00	
<b>MARTELLE WATER TREATMENT</b>							
	Total MARTELLE WATER TREATMENT				5,961.20	.00	
<b>NAPA AUTO PARTS</b>							

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt	Amount Paid	Date PD
	Total NAPA AUTO PARTS				22.03	.00	
<b>NORTH WOODS SUPERIOR</b>							
	Total NORTH WOODS SUPERIOR				284.35	.00	
<b>PORTAGE LUMBER DO-IT</b>							
	Total PORTAGE LUMBER DO-IT				58.47	.00	
<b>RHYME SUPPLY</b>							
	Total RHYME SUPPLY				100.00	.00	
<b>SEWER UTILITY</b>							
	Total SEWER UTILITY				164,373.70	.00	
<b>THE O'BRION AGENCY LLC</b>							
	Total THE O'BRION AGENCY LLC				1,669.87	.00	

Total Paid: -  
Total Unpaid: 205,676.97  
Grand Total: 205,676.97

Portage Water Utility

Dated: \_\_\_\_\_

**COMMERCIAL LEASE  
FOR**

<b>Tenant:</b> Employment & Training Association, Inc.	<b>Rental Space:</b> 110
<b>Address:</b> 1819 Aberg Avenue Madison, WI 53704	<b>Dates of Lease:</b> 09/01/12to 06/30/13
<b>Contact:</b> Bill Juelich, Fiscal Coordinator	<b>Rent:</b> \$307 per Month <b>Utilities:</b> \$30 per Month

This Lease Agreement ("Lease"), made this **1st** day of **September, 2012** and in consideration of the mutual promises and covenants contained herein, **City of Portage**, 115 W. Pleasant St., Portage, WI 53901("Landlord") and **Employment & Training Association, Inc.** ("Tenant") agree as follows:

- 1. PREMISES** Landlord agrees to lease to Tenant and Tenant agrees to lease from Landlord **Suite 110** of the Portage Enterprise Center located at 1800 Kutzke Rd., Portage, Wisconsin ("Premises"). Suite 110 consists of approximately **449 sq. ft. of Office/Common area**. The Premises is shown on the attachment hereto, marked Exhibit A and made a part hereof.
- 2. TERM** This Lease shall be for a term commencing **September 1, 2012** ("Commencement Date") and ending **June 30, 2013** ("Expiration Date"). Upon lapse of the initial term, tenant shall have the option to renew this Lease with a term of one (1) additional year. In order to exercise said option, Tenant shall give written notice of its intent to renew the term not less than ninety (90) days before the Expiration Date. The rental rate for the extended term shall be renewed at a cost-of-living increase of 3% annually.
- 3. BASE RENT** Tenant agrees to pay without further demand to Landlord at its offices in Portage, WI, or at such other place as Landlord may from time to time in writing designate, Base Rent in the sum of **Three Hundred and Seven dollars (\$307.00)** per month, on the first day of each month during the term hereof. All rent payments received shall first be applied to past due rents.
- 4. UTILITIES AND MAINTENANCE FEES** Tenant shall be responsible for payment of an additional utilities charge of **Thirty dollars (\$30.00)** per month for electricity, heat, water and sewer, lawn care, maintenance of grounds, snow removal, security, and common area supply and maintenance expenses incurred by the City in serving the Premises. Tenant shall be responsible for solid waste removal, telephone, Internet and janitorial services serving the Premises. Landlord shall not be liable in damages or otherwise if the furnishing by Landlord or by any other supplier of any utility or other service to the Premises shall be interrupted or impaired by fire, accident, riot, strike, act of God, the making of improvements or repairs required by this Lease, or by any causes beyond Landlord's control. Landlord shall use its best efforts to minimize disruption of Tenant's operations in making required improvements or repairs.
- 5. LATE CHARGES** Any monthly installment of rent or other sums due landlord not paid within ten (10) days of its due date shall be subject to a late charge equal to 1½% or 18% annually, of the past due amount which shall be charged and compounded monthly on all sums outstanding for past due rent, late charges and any other past due amounts owed Landlord under the Lease. Such fee shall accrue and become payable on the eleventh (11<sup>th</sup>) day of each and every month such past due amount remains outstanding.

- 6. COVENANT, PERMITTED USE** Tenant shall only use the Premises as manufacturing/office space and for such additional uses as may be customary and incidental to the business of Tenant. All uses of the Premises shall be in accordance with all applicable municipal and zoning ordinances and any and all other applicable rules and regulations of any duly constituted authority governing such uses.

The Premises shall not be used for any purpose other than for business and industrial use. Such use must be authorized as a general and specific purpose of the grant awarded by the Economic Development Administration, as approved by the Assistant Secretary for Economic Development of the U.S. Department of Commerce or his/her designee, and such use shall be consistent with all EDA policies concerning, but not limited to, nondiscrimination and nonrelocation.

Tenant shall not use or occupy the Premises for any unlawful purpose, and will conform to and obey all present and future laws, ordinances and all rules, regulations, requirements and orders of all governmental authorities or agencies, respecting the use and occupation of the Premises including, without limitation, all environmental laws regarding underground storage tanks, pollution and hazardous wastes, without prejudice, however, to the Tenant's right to apply for a modification of any such laws, ordinances, rules, regulations and requirements, or to contest the validity of the same. Tenant shall be required to make any alterations to the Premises as a result of any law, ordinance or governmental regulation required by reason of the use or occupancy of the Premises.

Tenant agrees, upon reasonable notice, to permit Landlord to enter the Premises from time to time for the purposes of inspection, protection, preservation, repair or restoration of the Premises. The officers or agents of Landlord may so enter the Premises upon reasonable notice without being liable to any prosecution, claim or cause of action for damages by reason of such entry and without in any way affecting the obligations of this Lease; provided only that Landlord use reasonable care in making such entry. Landlord reserves the right to display "For Rent" and "For Sale" signs on the Premises and exhibit the Premises to prospective tenants or purchasers during the last 180 days of the Lease Term.

- 7. QUIET POSSESSION** Landlord represents and warrants that it has full right and authority to enter into this Lease. Landlord covenants that if and so long as Tenant pays the rent required by this Lease and performs and observes all of the covenants, conditions, rules and regulations hereof, Tenant shall peaceable and quietly enjoy the Premises for the Lease Term, subject, however, to the terms, covenants, and provisions of this Lease.
- 8. SURRENDER OF PREMISES** Tenant will, at the termination of this Lease by lapse of time or otherwise, yield up immediate possession of the Premises with all improvements located thereon (except as may otherwise be provided in this Lease) and surrender the Premises to Landlord in good condition and repair, reasonable wear and tear excepted, broom clean and all debris removed.
- 9. HOLDING OVER** In the event Tenant remains in possession of the Premises after the expiration of this Lease and without the execution of a new lease, it shall be deemed, at Landlord's option, to be occupying the Premises as a tenant from month to month, subject to all conditions, provisions and obligations of this Lease insofar the same can be applicable to a month-to-month tenancy; provided, however, that the Rent payable monthly shall equal **\$400.00 per month** at the discretion of the Landlord.
- 10. IMPROVEMENTS, ALTERATIONS AND SIGNS** Tenant shall not make alterations or improvements in, or erect exterior signage upon or to the Premises or Building without the prior written approval of the Landlord, which approval shall not be unreasonably withheld. Tenant shall be responsible to return the Premises to the original state at the request of the Landlord prior to Lease Expiration and vacating the Premises.

During the Term, Tenant shall remove, within sixty (60) days, all liens levied against the Premises or Building arising out of work incurred by or at the request of the Tenant unless such liens are the subject of a bona fide contest as hereinafter provided.

## 11. MAINTENANCE AND REPAIRS

- 1). Tenant's Maintenance Responsibilities. Tenant shall, at its expense, maintain the Premises (including the interior walls, ceilings, doors, floor coverings, and fixtures) in good repair and condition the same as existed as of the Commencement Date, reasonable wear and tear and damage from fire and other insured casualty excepted. Tenant agrees not to and shall not overload the electrical, water and/or plumbing facilities and keep the Premises free from waste or nuisance. Tenant shall be responsible for maintenance of sidewalks/entrances, electrical and plumbing systems. Tenant shall repair, at its own expense, any damage to the Premises caused by the wilfull acts or negligence of Tenant, its officers, contractors, licensees, agents, employees, guests, invitees or visitors. Tenant agrees to furnish, at its expense, all lamps, bulbs, tubes, starters and ballasts in connection with the lighting of the Premises.
- 2). Landlord's Maintenance Responsibilities. Except for those maintenance responsibilities of Tenant, Landlord shall, at its expense maintain the entire Premises including, but not limited to, the foundations, outer walls, roof, gutters and down spouts, exterior windows and doors.

- 12. INSURANCE** Tenant agrees to keep and maintain during the entire term of this Lease and any extension thereof or holding over thereunder comprehensive liability insurance on the premises covered hereunder, including the parking and other common areas, insuring Landlord and Tenant against liability for personal and bodily injury, death and property damage (including water) with limits not less than \$2,000,000.00 in aggregate and \$1,000,000.00 per occurrence.

Tenant is responsible for procuring and maintaining casualty insurance on Tenant's personal property, business assets, equipment, and leasehold improvements.

Tenant shall not carry any stock of goods or do anything on or about the Premises which will in any way impair or invalidate the obligation of any policy of insurance on or in reference to the Premises or the Building.

A copy of these policies must be provided to the Landlord prior to occupancy.

- 13. TAXES AND SPECIAL ASSESSMENTS** At the present time, Landlord is exempt form the payment of real estate taxes on the Premises. In the event that real estate taxes or special assessments are assessed against the Premises, Tenant shall pay, as additional rent, one twelfth (1/12) of such taxes and/or installments of assessments which are due in the next twelve (12) month period. Payments made hereunder during a calendar year prior to receipt of the statement for taxes and/or special assessments payable in that year shall be made on the basis of taxes and/or special assessments due in the previous year. Upon receipt of the tax statement for the current year, Landlord shall notify Tenant and an appropriate adjustment shall be made to the monthly installments due hereunder so that the actual amount of taxes and/or annual installments of special assessments for the calendar year shall be paid in full with the next succeeding month's rental payment.

Landlord shall provide Tenant with written notice that real estate taxes and/or special assessments are being assessed against the Premises. Said notice shall state the amount of such real estate taxes and/or installments of assessments due each month. The first payment shall be due when the next monthly Base Rent payment is due.

Tenant may elect to terminate this Lease by giving Landlord written notice of its intention to terminate this Lease on or before thirty (30) days from the date it receives written notice from Landlord that taxes and/or special assessments are being assessed against the Premises. If Tenant gives Landlord such notice, the Lease will terminate ninety (90) days from the date Landlord receives such notice. If Tenant elects to terminate this Lease, it shall not be required to make any payments for real estate taxes and/or special assessments.

Payment of real estate taxes and/or special assessments shall not abate under paragraphs 20 and 21.

**14. REPORTING REQUIREMENTS** Tenant agrees to provide sales, income, tax and payroll information upon request from Landlord. This information shall be used solely for the purpose of pooling program economic impact data in an anonymous fashion; or to assist tenant through the delivery of business incubation program technical assistance services. This provision shall remain in effect for a period of five years beyond the date of lease expiration.

**15. INDEMNIFICATION** Tenant shall defend, indemnify and hold harmless Landlord from and against any and all liability, losses, damages, costs or expenses, including attorney's fees, arising from any act, omission or negligence of Tenant or its affiliate companies, officers, contractors, licensees, agents, servants, employees, guests, invitees or visitors in or about the Premises.

Landlord shall defend, indemnify and hold harmless Tenant, its , directors, officers and employees from and against any and all liability, losses, damages, costs or expenses, including attorneys fees, arising from any act, omission or negligence of Landlord or its contractors, licensees, agents, servants, employees, guests, invitees or visitors in or about the Premises.

**16. ASSIGNMENT AND SUBLETTING** Tenant shall not assign this Lease or sublet the Premises, or any part thereof, or in any other manner transfer this Lease, leasehold or the Premises, without the prior written consent of Landlord, which consent may be withheld for any reason or no reason. No lease assignment shall relieve Tenant of primary liability to Landlord hereunder, unless Landlord so agrees in writing. Tenant shall continue to make all payments due under the Lease directly to Landlord, even if the Premises is sublet or assigned. All subleases or assignments must be approved by Landlord and its attorney and Tenant shall promptly provide Landlord with a conformed copy of such approved sublease or assignment. Consent by Landlord to any subletting or assignment shall not constitute a consent by Landlord to any subsequent assignment or subletting.

#### **17. TENANT DEFAULT**

A. Definition of Default Each of the following events, (hereinafter called Event of Default), shall be a default hereunder by Tenant and a breach of this Lease:

- 1) If Tenant shall materially violate any covenant or agreement providing for the payment of rent or other amounts due under the terms of this Lease, and such violation shall continue for five (5) days after the due date.
- 2) If Tenant shall assign, transfer, encumber, sublet or permit the use of the Premises by others except in a manner permitted in herein.
- 3) If Tenant shall be adjudicated as bankrupt whether voluntarily or involuntarily, or makes any general assignment for the benefit of creditors under any Insolvency, Receivership or Bankruptcy Act.
- 4) If a Receiver or trustee shall be appointed for, or to take possession of, all or a substantial part of the property of Tenant or any part of Tenant's leasehold interest.
- 5) If the Premises are abandoned by Tenant. Tenant's failure to occupy and operate its business on the Premises for twenty (20) consecutive calendar days may, at the option of the Landlord, be deemed an abandonment, unless the rent has been paid in full during the period of absence.
- 6) If there be any attachment, execution or other judicial seizure of all or a substantial part of the assets or Tenant or Tenant's leasehold, where such an attachment, execution or seizure is not discharged within thirty (30) days.
- 7) If the estate of Tenant be transferred or passed to, or devolve upon, any other person or corporation by operation of law or by assignment of Tenant other than an allowed herein.
- 8) If Tenant shall be in default of fulfilling any of other covenants and conditions of this Lease and such default shall continue for thirty (30) days after written notice thereof from Landlord to Tenant and Tenant has not commenced to cure such default within such thirty (30) days and is diligently pursuing the remedies or steps necessary to cure or correct such default, but in no event more than ninety (90) days.

B. In the Event of Such Default:

- 1) Landlord has the right to enter upon the Premises and again have, repossess, and enjoy the same as if this Lease has not been made, and thereupon this Lease shall terminate without prejudice, however, to the right of Landlord to recover from Tenant all rent and other sums unpaid up to the time of such re-entry. In the event of any such default and re-entry, Landlord shall have the right to re-let the Premises for the remainder of the then existing term for the highest rent then obtainable, and to recover from Tenant the difference between the rent provided by this Lease and the amount obtained by such re-letting, less the costs and expenses reasonably incurred by Landlord in such re-letting.
- 2) In the event of a breach of this Lease by Tenant, whether abated or not, Landlord shall recover from Tenant reasonable and necessary attorney's fees and costs incurred by Landlord in enforcing its rights under this Lease.
- 3) All rights and remedies of Landlord under this Lease shall be cumulative and none shall exclude any other right to remedy at law. Such right and remedies may be exercised and enforced concurrently and whenever and as often as occasion thereof arises. No waiver by Landlord of performance by Tenant shall be considered a continuing waiver or shall preclude Landlord from exercising its rights in the event of a subsequent default.

**18. LANDLORD DEFAULT** If Landlord shall fail to perform any of its obligations under this Lease and such default shall continue for more than thirty (30) days after receipt by Landlord of written notice from Tenant specifying the default (or) if such default cannot be cured or corrected within that time, then such additional time as may be necessary if Landlord has commenced to cure such default within such thirty (30) days and is diligently pursuing the remedies or steps necessary to cure or correct such default, but in no event more than ninety (90) days), then Tenant may, at its option, but shall not be obligated to, cure such default. Landlord shall reimburse Tenant the reasonable costs incurred by Tenant in curing Landlord's default as aforesaid within thirty (30) days after receipt of Tenant's statement itemizing such costs, including, if any, reasonable attorney fees, in reasonable detail and evidence of payment thereof. Any rights under this Section shall be cumulative and shall not limit Tenant's rights at law or in equity.

**19. NOTICES** Any notice permitted or required to be given under the terms of this Lease shall be in writing, signed by or on behalf of the party giving the same, and shall be deemed to have been duly given if delivered by hand or if mailed by registered or certified mail, postage prepaid, return receipt requested, or by a nationally recognized overnight delivery service to the following address:

If to the Landlord:  
City Clerk  
City of Portage  
115 W. Pleasant Street  
Portage, WI 53901  
PH: 608-742-2176

If to the Tenant:  
**Bill Juelich, Fiscal Coordinator**  
**Employment & Training Association, Inc.**  
**1819 Aberg Avenue**  
**Madison, WI 53704**  
**PH: 608-242-4560**

Either party may designate a different address or recipient for purposes hereof by notice to the other party in the manner provided in this Section. Tenant shall designate a contact person in Tenant's organization whom Landlord may contact regarding the Lease. Tenant may designate a new contact person or persons at any time by giving notice to Landlord in writing.

## **20. CASUALTY**

- 1) If the Premises are destroyed or damaged by fire or other casualty covered by insurance as required to be maintained by Landlord, then (unless this Lease is terminated as hereinafter provided) Landlord shall proceed to repair or restore the Premises to the condition which Landlord furnished improvements to Tenant upon the commencement of the Term. If Landlord repairs or restores the Premises as provided herein, then Tenant shall repair and restore its leasehold improvements, furnishings, furniture and equipment to at least a condition equal to that

prior to their damage. Notwithstanding any provision in this section 20 to the contrary, neither Landlord nor Tenant shall be required to spend more than the amount of insurance proceeds either or both parties receive for such damage or destruction.

- 2) If the Premises or any part thereof shall be rendered untenantable by any destruction or damage, except where such damage is caused by Tenant, then a pro rata portion of the rent based upon the number of square feet of area in the Premises which are untenantable shall be abated or if the untenantable portion effectively prevents Tenant from using the Premises for its stated purpose then all of the rent shall be abated until the Premises or such part thereof shall have been put in tenantable condition. If, however, any destruction or damage to the Premises is so extensive that Landlord is unable to render complete restoration within 120 days, or is not covered by Landlord's all-risk policy, Landlord or Tenant may terminate this Lease (effective as of the date of destruction or damage) by written notice to the other party given within 120 days from the date of casualty.

**21. EMINENT DOMAIN** If all or substantially all of the Premises are sold to or taken by any public authority under its power of eminent domain or the threat thereof, this Lease shall terminate as of the date possession shall be transferred to the acquiring authority, and the rental payable hereunder shall be apportioned accordingly. Upon any taking of less than substantially all of the Premises, either Landlord or Tenant may terminate this Lease. In the event of any such taking, where neither Landlord or Tenant elects to terminate this Lease, Landlord, upon receipt and to the extent of the award in condemnation or proceeds of sale, shall, unless this Lease has been terminated, make necessary repairs and restorations (exclusive of Tenant's leasehold improvements and alterations) to restore the Premises remaining to as near its former condition as circumstances will permit and to rebuild or restore the remainder of the Premises to the approximate condition in which they existed at the time of such taking and the rent shall be correspondingly reduced. In no event shall Landlord be required to spend more than the amount it receives from any award in condemnation or sale. In any event, all damages awarded by or amounts paid by the acquiring authority for any such taking, whether for the whole or a part of the Premises shall belong to and be the sole property of Landlord whether such damages are awarded as compensation for loss of, or diminution in all to, the leasehold or the fee thereof. Tenant hereby waives and releases all claims to any such damages awarded by or amounts paid by the acquiring authority for any such taking; provided, however, that Tenant shall have the right to pursue such legitimate claim or claims as Tenant may have for relocation expenses, interruption of business and similar costs and expenses against any party except Landlord. In the event that this Lease is terminated as hereinabove provided, Tenant shall not have any claim against Landlord for the value of the unexpired term hereof.

**22. PARKING** Tenant and Tenant's employees, customers, agents and invitees shall have the nonexclusive right to use any parking areas located, adjacent to tenant's leased space.

**23. RELATIONSHIP OF LEASE TO MORTGAGE** Tenant agrees that this Lease shall be subordinate to any first or junior mortgages that are or may hereafter be placed upon the Premises and to any and all advances to be made thereunder and to the interest thereon and all renewals, replacements and extensions thereof. Upon request of any such mortgagee, Tenant shall execute an estoppel, attornment and subordination agreement. Landlord, however, shall have and reserves the right to grant to any such mortgagee, by any such mortgage, and whether this Lease be prior or subordinate to such mortgage, the right to receive for application to the debt secured by such mortgage, all or any part of the proceeds of any condemnation of the Premises to which it may be entitled as hereinafter provided. In the event of default by Landlord of any of its obligations under said mortgage, Tenant, after giving Landlord ten (10) days prior written notice, may make payments of Rent directly to such mortgagee if Landlord fails to cure its default within ten (10) days of Tenant's notice. If any personalty of Tenant is or will become a fixture, Landlord shall furnish Tenant's lender(s) with a statement or statements in form acceptable to such lender(s) which statement or statements shall provide that Landlord consents to a security interest by lender(s) in such personalty becoming a fixture.

**24. SEVERABILITY** If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent be invalid or unenforceable, the remainder of this Lease or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall be valid and enforced to the full extent permitted by law.

**25. GOVERNING LAW** This Lease shall be governed by, enforced and construed under the laws and regulations of the State of Wisconsin.

**26. INTERPRETATION** The invalidity or unenforceability of any provision of this Lease shall not affect or impair any other provision. Whenever the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders. The captions appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections or paragraphs of this Lease nor in any way affect this Lease

**27. SUCCESSORS AND ASSIGNS** Each of the covenants, provisions, terms and agreements of this Lease shall inure to the benefit of and be binding upon the respective heirs, executors, and administrators, successors and assigns of Landlord and Tenant.

**28. ENTIRE AGREEMENT** This Lease constitutes the entire agreement between Landlord and Tenant and shall supersede all previous communications, understandings and representations, whether oral or written. Amendments hereto shall not be valid unless in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year first written above.

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

City of Portage  
(Landlord)

**Employment & Training Association, Inc.**  
(Tenant)

\_\_\_\_\_  
By: Kenneth H. Jahn  
Title: Mayor

\_\_\_\_\_  
By: **John Danforth**  
Title: **Executive Director**

## MEMORANDUM

TO: Finance Committee

FROM: Ruth A. Lohr

DATE: August 1, 2012

SUBJECT: Microsoft Office – Council Laptops

CC: Ken Jahn, Mayor

After the recent purchase of the Council-use laptops, it was concluded that the computers would serve more function with the addition of Microsoft Office. As you are well aware, the laptops do not provide for editing and creating documents and serve only as means to view packets, reports, records, ordinances and statutes.

During the budgeting and planning stages of the move to paperless devices, the discussions on the use for the laptops did not include the purchasing of Office software. Because the software purchase was not part of the budget, no monies were allotted for the approximately \$2,000 cost for the software; however, multiple sources of unspent monies are available to cover the unbudgeted items.

Although these items were not budgeted, funding for the software can be found in discretionary spending accounts where circumstances have changed the need for the monies. In the City Administrator portion of the budget, approximately \$2,500 in unspent discretionary purchases alone would cover the cost.

*Where the North Begins*

## MEMORANDUM

TO: Finance Committee

FROM: Ruth A. Lohr

DATE: August 1, 2012

SUBJECT: Municipal Court and Administration Office Furniture

CC: Ken Jahn, Mayor

As the discussion of the relocation for the Municipal Court moves forward, an issue regarding the storage and proper work space for the Clerk must be answered. Currently, the office space used by the Clerk of Courts is a half wall with a desk/work area attached to it located in front of the main counter. The court files are in boxes stored in the potential new location of the Municipal Court which was used as a conference room. In this condition, the Clerk of Courts access to files is limited and cumbersome plus there is a need for proper office furniture and equipment in order to properly relocate the Municipal court.

In addition to the workspace for the Clerk of Courts, now would also be a good time to address the replacement of all office chairs in the Administration office. As staff are sitting on chairs an extended period of time, the comfort, design and sturdiness of the chairs is crucial in maintaining the health of employees. Staff is finding a greater need to have more ergonomic seating as is indicated in the attached letter from Bindl Family Chiropractic. Addressing the issue is as simple as purchasing properly formed seating which can help prevent other health problems associated with office work including carpal tunnel syndrome and neck pain.

It is my recommendation that funding from expected savings in unused training costs be allotted to purchase a desk, 3 locked filing cabinets, a printer, a phone, headset and 7 chairs for the Municipal Court and Administration department.

An estimated cost for the purchase of all of the items listed above is approximately \$3,550.

Dana S. Bindl, D.C.



Gregory A. Bindl, D.C.

2121 New Pinery Road • Portage, WI 53901  
Phone: 608.742.4300 • Fax: 608.742.4311 • [bindlfamilychiropractic@frontier.com](mailto:bindlfamilychiropractic@frontier.com)

April 30, 2012

Re: Becky Ness

To Whom It May Concern,

Hi, my name is Dr. Dana Bindl and I am treating an employee of yours, Becky Ness, for lower back pain. Since Becky has begun working longer hours, she has been experiencing lower back pain. The pain is a result of sitting for prolonged periods of time at work. Due to the increase in hours sitting, I highly recommend that Becky use an office chair that is ergonomically correct for her body. This will allow Becky to work longer hours at work without suffering in pain, thus allowing her to be a happier, more efficient employee. If you have any questions regarding this matter, please feel free to contact me.

Sincerely,

A handwritten signature in black ink that reads "Dana S. Bindl DC". The signature is written in a cursive, flowing style.

Dana S. Bindl, DC

General Engineering Company  
P.O. Box 340  
916 Silver Lake Drive  
Portage, WI 53901



608-742-2169 (Office)  
608-742-2592 (Fax)  
[gec@generalengineering.net](mailto:gec@generalengineering.net)  
[www.generalengineering.net](http://www.generalengineering.net)

*Engineers • Consultants • Inspectors*

July 28, 2012

Sabel Mechanical, LLC  
N7295 Winnebago Drive  
Fond du Lac, WI 54935

Re: Change Order #2  
City of Portage - Contract 12-001 WWTP Upgrades  
Columbia County, Wisconsin  
GEC No. 0110-1E

Dear Doug,

Enclosed are three (3) copies of Change Order #2 involving the resolution of the allowance bid items #6 and #18 for the above-referenced project. Please review the information and note the adjustment in costs to match the contract's general conditions.

Please execute Change Order No. 2 by signing and dating it. Return all three copies to me for processing with the City. You will then receive a fully executed copy.

Please also give me an email update on the status of the various project items' progress.

If you have any questions regarding this information, please call.

Yours truly,

**GENERAL ENGINEERING COMPANY**

A handwritten signature in black ink, appearing to read 'JAF', is written over the company name. The signature is stylized and includes a long horizontal line extending to the right.

Jerry A. Foellmi, P.E.  
Project Engineer

JAF/jaf

Enclosures

cc: Marie Moe, Clerk  
Bob Redelings, PE, DPW



Date of Issuance: July 27, 2012

Effective Date: July 27, 2012

Project: 2012 WWTP Upgrades	Owner: City of Portage	Owner's Contract No.: 12-001
Contract: 2012 Wastewater Treatment Plant Upgrades		Date of Contract: March 22, 2012
Contractor: Sabel Mechanical, LLC		Engineer's Project No.: 0110-1E

**The Contract Documents are modified as follows upon execution of this Change Order:**

**Description:**

Eliminate \$10,000 allowance for bid item #6 – System Integrator.

Eliminate \$10,000 allowance for bid item #18 – Replace Main Plant Generator Controls.

Bid item #6A – System Integrator set price from LW Allen of \$5,840.00, plus 5 percent for electrical subcontractor (Total Electric Service, Inc.), plus 5 percent (on cumulative) for general contractor (Sabel Mechanical, LLC.) for a total sum of **\$6438.60**.

Bid item #18A – Replace Main Plant Generator Controls set price from Cummins NPower, LLC. of \$8,650.00, plus 5 percent for electrical subcontractor (Total Electric Service, Inc.), plus 5 percent (on cumulative) for general contractor (Sabel Mechanical, LLC.) for a total sum of **\$9536.63**.

**Attachments (list documents supporting change):**

Email correspondence between electrical subcontractor and general contractor regarding bid item #6 costs.

Price quote from Cummins NPower, LLC. regarding bid item #18.

Email correspondence between electrical subcontractor and general contractor regarding bid item #18 costs.

**CHANGE IN CONTRACT PRICE:**

**CHANGE IN CONTRACT TIMES:**

Original Contract Price:  
\$342,510.68

Original Contract Times:  Working days  Calendar days  
Substantial completion (days or date): October 15, 2012  
Ready for final payment (days or date): October 31, 2012

Decrease from previously approved Change Orders No. 1 to No. 1:  
\$47,500

Decrease from previously approved Change Orders No. 1 to No. 1:  
Substantial completion (days): October 15, 2012  
Ready for final payment (days): October 31, 2012

Contract Price prior to this Change Order:  
\$295,010.68

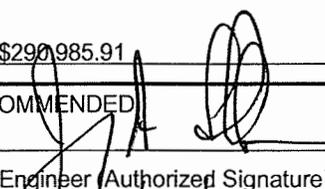
Contract Times prior to this Change Order:  
Substantial completion (days or date): October 15, 2012  
Ready for final payment (days or date): October 31, 2012

Decrease of this Change Order:  
\$4,024.77

[Increase] [Decrease] of this Change Order:  
Substantial completion (days or date): \_\_\_\_\_  
Ready for final payment (days or date): \_\_\_\_\_

Contract Price incorporating this Change Order:  
\$290,985.91

Contract Times with all approved Change Orders:  
Substantial completion (days or date): October 15, 2012  
Ready for final payment (days or date): October 31, 2012

RECOMMENDED  
By:   
Engineer (Authorized Signature)

ACCEPTED:  
By: \_\_\_\_\_  
Owner (Authorized Signature)

ACCEPTED:  
By: \_\_\_\_\_  
Contractor (Authorized Signature)

Date: 7/27/12

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved by Funding Agency (if applicable): \_\_\_\_\_

Date: \_\_\_\_\_

PORTAGE WWTP UPGRADES

DATE 7/17/2012

CHANGE ORDER



N7295 Winnebago Drive Fond du Lac WI 54935  
920-904-5579  
sabelmechanicalllc@hotmail.com

Dollar value for Bid # 6 – Programming for System Upgrade from LW Allen is \$ 5,840.00

Total Elic cost to me is 5% plus \$ 6,132.00

Sabel Mech. Cost 5% plus, ~~3.75% for Bond~~, Total cost ----- \$ 8853.075 6,438.60 JAF

Dollar value for Bid # 18 – Replace existing generator control panel from Cummins \$ 8,650.00

Total Elic. Cost to me is 5% plus \$ 9,082.50

Sabel Mech. Cost 5% plus, ~~Bond~~, total cost ----- \$ 9,999.00 9,536.63 JAF

Thank you Doug

## Jerry Foellmi

---

**From:** Doug Sabel <sabelmechanicallc@hotmail.com>  
**Sent:** Wednesday, May 23, 2012 5:27 PM  
**To:** Jerry Foellmi  
**Subject:** FW: Portage Questions

Jerry is the cost plus my % of markup for the programming

Thanks Doug

---

**From:** dgotto@totalelectricinc.com  
**To:** sabelmechanicallc@hotmail.com  
**CC:** jfoellmi@generalengineering.net  
**Subject:** FW: Portage Questions  
**Date:** Wed, 23 May 2012 16:16:49 -0500

Doug,

Please see the following as clarification from the preconstruction meeting:

1. The dollar value for Bid Item #6 – Programming for System Upgrades from LW Allen is \$5,840 (\$10,000 Allowance).
  - a. My cost to you would be \$6,132.00 (\$5,840 x 5%)
  - b. Your cost to GEC would be \$6,438.60 (\$6,132 x 5%) – subject to your review of course
2. The plant operator indicated that they are budgeting with LW Allen for a SCADA upgrade next year.
  - a. Is there any programming work required in item #1 above that would just have to be redone next year? If so, would it make sense to do some of that work under this contract/allowance now with the balance to be completed under next year's budget?
    - i. Any programming done in the current project will not have to be redone on the next project. They won't be paying for anything twice.
3. Submittal and equipment lead times for LW Allen
  - a. The lead time is approximately 4-6 weeks after approved submittals.

Thanks,

**Dan Gotto**

---

**From:** Mark Kane [mailto:mkane@lwallen.com]  
**Sent:** Wednesday, May 23, 2012 3:23 PM  
**To:** dgotto@totalelectricinc.com; Kurt Atwood  
**Cc:** Mike Bewick  
**Subject:** RE: Portage Questions

Dan,

1. Modifications to the SCADA System for the variable speed pumps and controls per the plans and specs is \$5,840.

Thanks,

Mark

Our energy working for you.™



Quotation

Cummins NPower, LLC  
800 W. Ryan Road  
Oak Creek WI 53154 United States  
Direct: 414-570-7151

June 18, 2012

Attention: Dan  
Project Name: Portage Control Change

Quotation: 372000000329999

Thank you for your inquiry. We are pleased to quote as follows:

		USD
Item	Description	Qty
	<b>Existing Generator Modifications</b>	
	Remove existing control	1
	Install new digital control	1
	Set up & Testing	1
	<b>Grand Total</b>	<b>\$8,650.00</b>

Submitted by

Steve Olson , Sales Manager  
steve.e.olson@cummins.com  
Mobile: 414-588-9368  
Fax: 414-768-9441

## Jerry Foellmi

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**From:** Dan Gotto <[dgotto@totalelectricinc.com](mailto:dgotto@totalelectricinc.com)>  
**Sent:** Monday, June 18, 2012 10:12 AM  
**To:** [sabelmechanicalllc@hotmail.com](mailto:sabelmechanicalllc@hotmail.com)  
**Cc:** Jerry Foellmi  
**Subject:** FW: Portage WW, Bids 3/15  
**Attachments:** ATT00001..jpg; Portage Control Change.doc

Doug,

Attached is the quote for the generator controls from Cummins.

1. The dollar value for Bid Item #18 – Replace existing generator control panel is \$8,650 (\$10,000 Allowance).
  - a. My cost to you would be \$9,082.50 (\$8,650 x 5%)

I will need a change order for this amount as well as one for carrying the Bid Item #6 – LW Allen programming as sent previously.

Thanks,

**Dan Gotto**

**From:** [steve.e.olson@cummins.com](mailto:steve.e.olson@cummins.com) [<mailto:steve.e.olson@cummins.com>]  
**Sent:** Monday, June 18, 2012 9:54 AM  
**To:** [dgotto@totalelectricinc.com](mailto:dgotto@totalelectricinc.com)  
**Cc:** 'Steve Buechler'  
**Subject:** RE: Portage WW, Bids 3/15

Hi Dan,

Attached is the quote for the control change.

Thanks,  
Steve Olson  
Sales Manager  
Cummins NPower, LLC  
414-570-7151

---

**From:** Dan Gotto <[dgotto@totalelectricinc.com](mailto:dgotto@totalelectricinc.com)>  
**To:** [steve.e.olson@cummins.com](mailto:steve.e.olson@cummins.com)  
**Cc:** 'Steve Buechler' <[steven.d.buechler@cummins.com](mailto:steven.d.buechler@cummins.com)>  
**Date:** 06/15/2012 07:06 AM  
**Subject:** RE: Portage WW, Bids 3/15

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**From:** [Marie Moe](#)  
**To:** [Rebecca Ness](#)  
**Subject:** FW: Electric Service at Market Square (for this weekend)  
**Date:** Friday, August 03, 2012 1:51:58 PM

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Marie A. Moe, WCPC, MMC, City Clerk  
City of Portage, Columbia County  
Population : 10,284  
Telephone: 608-742-2176 ext. 333  
Fax: 608-742-8623  
Email: [marie.moe@ci.portage.wi.us](mailto:marie.moe@ci.portage.wi.us)

-----Original Message-----

From: Bob Redelings  
Sent: Friday, August 03, 2012 9:06 AM  
To: Marie Moe  
Cc: Rick Dodd  
Subject: FW: Electric Service at Market Square (for this weekend)

Marie,

Upon examination of the budget, There is not \$10,000 specifically budgeted for levee work. However, there was discussion to hire 2 seasonal employees and only one was hired to perform levee work. The budget for seasonal employees is \$10,000. The requested re-allocation (or transfer) is from the seasonal employee account to the public infrastructure account. Thanks.

Bob

-----Original Message-----

From: Bob Redelings  
Sent: Thursday, June 14, 2012 2:03 PM  
To: Ruth Lohr  
Subject: FW: Electric Service at Market Square (for this weekend)

Ruth,

As we discussed, one of the part-time persons was budgeted to perform the levee work.

Bob

-----Original Message-----

From: Bob Redelings  
Sent: Wednesday, May 30, 2012 12:49 PM  
To: Rick Dodd; Jeff Garetson  
Cc: 'Kenneth'; 'Scott Maass'  
Subject: RE: Electric Service at Market Square (for this weekend)

Rick,

To date we'd be short approximately \$8,000; \$3,000 for street lights and \$5,000 for the Market Square electrical work. There is \$10,000 in the levee maintenance budget. The spraying of vegetation came in at just over \$1,000. Any additional levee maintenance beyond pipe televising could be postponed until 2013. So, we could tap that account.

Both Tyler Hoel and Electric One said they could get to the work this week. Electric One will be providing a cost before the end of the day.

Bob

-----Original Message-----

From: Rick Dodd

Sent: Wednesday, May 30, 2012 12:33 PM

To: Bob Redelings; Jeff Garetson

Cc: Kenneth; 'Scott Maass'

Subject: RE: Electric Service at Market Square (for this weekend)

Bob,

Let me say that these 11th hour requests are not uncommon for this individual.

If you can find the money within the 2012 MS&U budget funds, I do not have an issue in doing the work. I am pleased to see you are getting another quote for the work.

I am reluctant to take it out of surplus, because we do not know what amount of surplus we have. I know it is more than the \$5234.27, but I am still getting up to speed on this finance stuff.

Unless there is a bad breaker, it sounds like the portable units were performing as designed (blowing breakers when overloaded). It is unlikely that we have/had multiple bad breakers. Breakers are very reliable and trip when they are overloaded.

Thanks,  
Rick

-----Original Message-----

From: Bob Redelings

Sent: Wed 5/30/2012 11:31 AM

To: Dodd, Rick L (GE Healthcare); Rick Dodd; Jeff Garetson

Cc: Kenneth; 'Scott Maass'

Subject: Electric Service at Market Square (for this weekend)

Rick, Jeff,

An eleventh hour news break and request for assistance.

Last year, prior to paving Market Square parking lot, we arranged to have conduit placed underground to service 2 new receptacles – one each on the east and west sides of the lower half of the parking lot. An oversight was not placing any funds in the 2012 budget for the wiring, devices and equipment to energize the receptacles. On top of that, I learned 5 minutes ago that last year's event proved the portable units to be problematic – kept blowing breakers and at this point, I don't know why.

Tyler Hoel installed the conduit last year and has provided a quote to perform the work and energize the new receptacles for \$5,234.27. The work includes installation of 2 new 100 amp panels with weather proof boxes and 2 – 120 volt GFIs with 50 amp plugs. Scott is checking with him as to availability to perform the work prior to Saturday. In the meantime, I'll be requesting cost and schedule information from Electric One.

If either company can perform this work, I'd like to have permission to authorize the work, so this weekend's festivities can proceed without issues. Authorization would be given to the company giving the lowest price. Thanks.

Bob

Robert G. Redelings, PE, DPW

City of Portage, WI 53901

bob.redelings@ci.portage.wi.us

(w) 608.742.2176, ext. 325

(f) 608.742.8623

**From:** [Marie Moe](#)  
**To:** [Rebecca Ness](#)  
**Subject:** FW: Street Maintenance and Village Rd. sidewalk bids  
**Date:** Friday, August 03, 2012 1:50:27 PM

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**From:** Bob Redelings  
**Sent:** Friday, August 03, 2012 10:31 AM  
**To:** Carolyn Hamre; Doug Klapper; Ken Ebnetter; Marty Havlovic; Rick Dodd  
**Cc:** Ken Jahn; Jeff Garetson; Marie Moe; Ruth Lohr  
**Subject:** Street Maintenance and Village Rd. sidewalk bids

Bids were received yesterday for the subject projects.

Four bids were received for the Village Rd. sidewalk project. Van's Construction from Portage was the low bidder at \$25,141.00. The complete bid tab can be accessed on the City website by accessing the link to Quest – the organization that provides electronic bid documents to potential contractors. \$120,000 was included in the 2012 budget for this project. I recommend award of Contract 12-007 to Van's Construction for the Village Road sidewalk project.

A single bid in the amount of \$69,111.30 was received from Scott Construction to Chip Seal Wauona Trail. There is \$60,000 budgeted in 2012 for this project. The City has already spent \$4,100 for asphalt wedging in preparation of the project and will incur an additional expenditure for Meigs to "fog" the street. Scott has performed the chip sealing for the City the past 3 years. I recommend award of Contract 12-008 to Scott Construction. If it's desired to keep within the \$60,000 budget a reduction in project size will be required.

Two bids were received for the non-LRIP paving projects. Gasser Construction's bid is for \$83,883.40 and Northeast Asphalt's bid is for \$85,647.00. There is \$90,000 budgeted for this work. I recommend award of Contract 12-009A to Gasser Construction for paving 2 municipal parking lots, Parkview Ct. and the New Pinery Frontage Road. Earlier this week Columbia County Highway Dept. indicated they can't pave Townsend St. – the 2012 County Highway Aids project. If allowable, I recommend a change order to Contract 12-009A, not to exceed \$20,000 to pave Townsend St.

Thanks.

Bob

Robert G. Redelings, PE, DPW  
City of Portage, WI 53901  
[bob.redelings@ci.portage.wi.us](mailto:bob.redelings@ci.portage.wi.us)  
(w) 608.742.2176, ext. 325  
(f) 608.742.8623

**From:** [Marie Moe](#)  
**To:** [Rebecca Ness](#)  
**Subject:** FW: Contract 12-007  
**Date:** Friday, August 03, 2012 1:51:02 PM

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**From:** Bob Redelings  
**Sent:** Friday, August 03, 2012 12:42 PM  
**To:** Marie Moe; Ruth Lohr  
**Subject:** FW: Contract 12-007

[Rick requested this additional detail.](#)

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**From:** Bob Redelings  
**Sent:** Friday, August 03, 2012 12:14 PM  
**To:** Carolyn Hamre; Doug Klapper; Ken Ebnetter; Marty Havlovic; Rick Dodd  
**Subject:** Contract 12-007

The bids for the Village Road sidewalk project include concrete sidewalk and driveway approaches/aprons along the west side of the street from Henry Drive to Northridge Drive. The project also includes a small retaining wall to protect some landscaping near the north end of the project and a drainage structure near the south end of the project. Because the south most property owner didn't want a retaining wall, easements were obtained so the City could perform grading of their street yard. The bids are as follows:

- Van's Construction – Portage, WI \$25,141.00
- Holtan Construction – Portage, WI \$30,727.00
- Rennhack Construction – Reesville, WI \$44,031.85
- Pember Companies – Menomonie, WI \$45,085.00

Bob

Robert G. Redelings, PE, DPW  
City of Portage, WI 53901  
[bob.redelings@ci.portage.wi.us](mailto:bob.redelings@ci.portage.wi.us)  
(w) 608.742.2176, ext. 325  
(f) 608.742.8623

**From:** [Marie Moe](#)  
**To:** [Rebecca Ness](#)  
**Subject:** FW: Paving contract  
**Date:** Friday, August 03, 2012 1:51:23 PM

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**From:** Bob Redelings  
**Sent:** Friday, August 03, 2012 12:44 PM  
**To:** Marie Moe; Ruth Lohr  
**Cc:** Ken Jahn  
**Subject:** FW: Paving contract

FYI

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**From:** Bob Redelings  
**Sent:** Friday, August 03, 2012 11:39 AM  
**To:** 'Jesse Spankowski'  
**Cc:** 'Ken Jahn'; Carolyn Hamre; Doug Klapper; Ken Ebnetter; Marty Havlovic; Rick Dodd; 'Carolyn Hamre'; 'Doug Klapper'; 'Frank Miller'; 'Jeff Garetson'; 'Mike Oszman'  
**Subject:** RE: Paving contract

Thank you.

I am copying the Finance and M.S. committees to inform them that we won't be including Townsend St. with Contract 12-009A. I'll include it with Contract 12-009B – the LRIP project; Hamilton and Cass Streets.

Bob

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**From:** Jesse Spankowski [mailto:[jspankowski@portagelawyers.com](mailto:jspankowski@portagelawyers.com)]  
**Sent:** Friday, August 03, 2012 9:56 AM  
**To:** Bob Redelings  
**Subject:** RE: Paving contract

Bob,

Here is the relevant statutory language. I would say the Townsend street situation falls under (1c) and that an increased quantity such as additional paving cannot exceed 15% of original contract price. So I think you will need to include it in a different project.

Escalator clauses. Contracts may include escalator clauses providing for additional charges for labor and materials if as a result of general inflation the rates and prices of the same to the contractor increase during performance of the contract. Such escalator provision shall be applicable to all bidders and shall not exceed 15 percent of the amount of the firm bid nor the amount of the increase paid by the contractor. Each bid on a contract that is to include an escalator provision shall be accompanied by a schedule enumerating the estimated rates and prices of items of labor and materials used in arriving at the bid. Only as to such items as are enumerated shall an increased charge be allowed the contractor. 62.15(1a)

Increased quantity clauses. Contracts may include clauses providing for increasing the quantity of

construction required in the original contract by an amount not to exceed 15 percent of the original contract price. 62.15(1c)

Please let me know if you have any questions.

Thanks,

Jesse

Attorney Jesse Spankowski  
Miller and Miller, LLC  
311 DeWitt Street  
PO Box 200  
Portage, WI 53901  
608-742-8585  
fax-742-2501

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**From:** Bob Redelings [mailto:[bob.redelings@ci.portage.wi.us](mailto:bob.redelings@ci.portage.wi.us)]  
**Sent:** Friday, August 03, 2012 7:56 AM  
**To:** Jesse Spankowski  
**Subject:** Paving contract

Jesse,

Is it your understanding that change orders are strictly limited to 15% of the original construction contract? Last evening, your input was suggested on the paving contract. The low bid was \$83,883.40 and the Committee recommended a change order to include Townsend St. if acceptable. However, my estimate is that Townsend St. paving would be about \$18,000. If it is not allowed, I was directed to include it in another project.

Bob

Robert G. Redelings, PE, DPW  
City of Portage, WI 53901  
[bob.redelings@ci.portage.wi.us](mailto:bob.redelings@ci.portage.wi.us)  
(w) 608.742.2176, ext. 325  
(f) 608.742.8623

**ORDINANCE NO. 12-007**

**ORDINANCE RELATIVE TO FLOODPLAIN ZONING**

The Common Council for the City of Portage does hereby Ordain as follows:  
The following Article is hereby repealed and recreated to read as follows:

**ARTICLE IX. FLOODPLAIN ZONING**

**DIVISION 1. - STATUTORY AUTHORIZATION, FINDING OF FACT, STATEMENT OF PURPOSE, TITLE AND GENERAL PROVISIONS**

Sec. 90-271. – Statutory authorization.  
Sec. 90-272. – Finding of fact.  
Sec. 90-273. – Statement of purpose.  
Sec. 90-274. – Title.  
Sec. 90-275. – General provisions.  
Secs. 90-276 - 90-300. – Reserved.

**Sec. 90-271 Statutory authorization.**

This ordinance is adopted pursuant to the authorization in ss. 61.35 and 62.23, for villages and cities; and the requirements in s. 87.30, Stats.

**Sec. 90-272 Finding of fact.**

Uncontrolled development and use of the floodplains and rivers of this municipality would impair the public health, safety, convenience, general welfare and tax base.

**Sec. 90-273 Statement of purpose.**

This ordinance is intended to regulate floodplain development to:

- (1) Protect life, health and property;
- (2) Minimize expenditures of public funds for flood control projects;
- (3) Minimize rescue and relief efforts undertaken at the expense of the taxpayers;
- (4) Minimize business interruptions and other economic disruptions;
- (5) Minimize damage to public facilities in the floodplain;
- (6) Minimize the occurrence of future flood blight areas in the floodplain;
- (7) Discourage the victimization of unwary land and homebuyers;
- (8) Prevent increases in flood heights that could increase flood damage and result in conflicts between property owners; and
- (9) Discourage development in a floodplain if there is any practicable alternative to locate the activity, use or structure outside of the floodplain.

**Sec. 90-274 Title.**

This ordinance shall be known as the Floodplain Zoning Ordinance for the City of Portage, Wisconsin.

**Sec. 90-275 General provisions.**

(1) *Areas to be regulated.* This ordinance regulates all areas that would be covered by the regional flood or base flood as shown on the Flood Insurance Rate Map (FIRM) or other maps approved by the Wisconsin Department of Natural Resources (DNR). Base flood elevations are derived from the flood profiles in the Flood Insurance Study (FIS) and are shown as A Zones on the FIRM. Regional Flood Elevations (RFE) may be derived from other studies. If more than one map or revision is referenced, the most restrictive information shall apply.

(2) *Official maps and revisions.* The boundaries of all floodplain districts are designated as A-Zones on the maps based on the FIS listed below. Any change to the base flood elevations (BFE) or any changes to the boundaries of the floodplain or floodway in the FIS or on the FIRM must be reviewed and approved by the DNR and the Federal Emergency Management Agency (FEMA) through the Letter of Map Change (LOMC) process (see s. 90-431 *Amendments*) before it is effective. No changes to RFE's on non-FEMA maps shall be effective until approved by the DNR. These maps and revisions are on file in the office of the Portage Zoning Administrator, 115 West Pleasant Street, Portage, Wisconsin. If more than one map or revision is referenced, the most restrictive information shall apply.

(a) *Official Maps* : Based on the Columbia County, Wisconsin And Incorporated Areas FIS Number 55021CV000A dated April 2, 2008.

1. FIRM, community number 550063, dated April 2, 2008 with corresponding profiles that are based on the FIRM panel numbers listed below:  
55021C0234E, 55021C0242E, 55021C0253E, 55021C0254E,  
55021C0258E, 55021C0261E, 55021C0262E, 55021C0263E,  
55021C0264E, 55021C0266E and 55021C0268E,  
FIRM Effective Date: 04/02/2008  
FIS: 55021CV000A  
FIS Effective Date: 04/02/2008

(b) *Official Analysis*: Based on other studies. Any maps referenced in this section must be approved by the DNR and be more restrictive than those based on the FIS at the site of the proposed development.

1. Letter of Map Change (Case No. 07-05-0473V, Effective Date 04/03/2008).

(3) *Establishment of floodplain zoning districts.* The regional floodplain areas are divided into three districts as follows:

(a) The Floodway District (FW), is the channel of a river or stream and those portions of the floodplain adjoining the channel required to carry the regional floodwaters and are contained within AE Zones as shown on the FIRM.

- (b) The Floodfringe District (FF) is that portion between the regional flood limits and the floodway and displayed as AE Zones on the FIRM.
- (c) The General Floodplain District (GFP) is those areas that may be covered by floodwater during the regional flood and does not have a BFE or floodway boundary determined, including A, AH and AO zones on the FIRM.

(4) *Locating floodplain boundaries.* Discrepancies between boundaries on the official floodplain zoning map and actual field conditions shall be resolved using the criteria in subd (a) or (b) below. If a significant difference exists, the map shall be amended according to s. 90-431 *Amendments*. The zoning administrator can rely on a boundary derived from a profile elevation to grant or deny a land use permit, whether or not a map amendment is required. The zoning administrator shall be responsible for documenting actual pre-development field conditions and the basis upon which the district boundary was determined and for initiating any map amendments required under this section. Disputes between the zoning administrator and an applicant over the district boundary line shall be settled according to s. 90-414(3) and the criteria in (a) and (b) below. Where the flood profiles are based on established base flood elevations from a FIRM, FEMA must approve any map amendment or revision pursuant to s. 90-431 *Amendments*.

- (a) If flood profiles exist, the map scale and the profile elevations shall determine the district boundary. The regional or base flood elevations shall govern if there are any discrepancies.
- (b) Where flood profiles do not exist for projects, the location of the boundary shall be determined by the map scale.

(5) *Removal of lands from floodplain.* Compliance with the provisions of this ordinance shall not be grounds for removing land from the floodplain unless it is filled at least two feet above the regional or base flood elevation, the fill is contiguous to land outside the floodplain, and the map is amended pursuant to s. 90-431 *Amendments*.

(6) *Compliance.* Any development or use within the areas regulated by this ordinance shall be in compliance with the terms of this ordinance, and other applicable local, state, and federal regulations.

(7) *Municipalities and state agencies regulated.* Unless specifically exempted by law, all cities, villages, towns, and counties are required to comply with this ordinance and obtain all necessary permits. State agencies are required to comply if s. 13.48(13), Stats., applies. The construction, reconstruction, maintenance and repair of state highways and bridges by the Wisconsin Department of Transportation is exempt when s. 30.2022, Stats., applies.

- (8) *Abrogation and greater restrictions.*
- (a) This ordinance supersedes all the provisions of any municipal zoning ordinance enacted under s. 62.23 for cities; or s. 87.30, Stats., which relate to floodplains. A more restrictive ordinance shall continue in full force and effect to the extent of the greater restrictions, but not otherwise.
  - (b) This ordinance is not intended to repeal, abrogate or impair any existing deed restrictions, covenants or easements. If this ordinance imposes greater restrictions, the provisions of this ordinance shall prevail.

(9) *Interpretation.* In their interpretation and application, the provisions of this ordinance are the minimum requirements liberally construed in favor of the governing body and are not a limitation on or repeal of any other powers granted by the Wisconsin Statutes. If a provision of this ordinance, required by ch. NR 116, Wis. Adm. Code, is unclear, the provision shall be interpreted in light of the standards in effect on the date of the adoption of this ordinance or in effect on the date of the most recent text amendment to this ordinance.

(10) *Warning and disclaimer of liability.* The flood protection standards in this ordinance are based on engineering experience and research. Larger floods may occur or the flood height may be increased by man-made or natural causes. This ordinance does not imply or guarantee that non-floodplain areas or permitted floodplain uses will be free from flooding and flood damages. This ordinance does not create liability on the part of, or a cause of action against, the municipality or any officer or employee thereof for any flood damage that may result from reliance on this ordinance.

(11) *Severability.* Should any portion of this ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, the remainder of this ordinance shall not be affected.

(12) *Annexed areas for cities and villages.* The Columbia County floodplain zoning provisions in effect on the date of annexation shall remain in effect and shall be enforced by the municipality for all annexed areas until the municipality adopts and enforces an ordinance which meets the requirements of ch. NR 116, Wis. Adm. Code and 44 CFR 59-72, *National Flood Insurance Program* (NFIP). These annexed lands are described on the municipality's official zoning map. County floodplain zoning provisions are incorporated by reference for the purpose of administering this section and are on file in the office of the municipal zoning administrator. All plats or maps of annexation shall show the regional flood elevation and the floodway location.

**Secs. 90-276 - 90-300. – Reserved.**

## **DIVISION 2. – GENERAL STANDARDS APPLICABLE TO ALL FLOODPLAIN DISTRICTS**

Sec. 90-301. – General standards applicable to all floodplain districts.

Sec. 90-302. – Hydraulic and hydrologic analyses.

Sec. 90-303. – Watercourse alterations.

Sec. 90-304. – Chapter 30, 31, Wis. Stats., development.

Sec. 90-305. – Public or private campgrounds.

Secs. 90-306 - 90-330. – Reserved.

### **Sec. 90-301 General standards applicable to all floodplain districts.**

The community shall review all permit applications to determine whether proposed building sites will be reasonably safe from flooding. If a proposed building site is in a flood-prone area, all new construction and substantial improvements shall be designed and anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads; be constructed with flood-resistant materials; be constructed to minimize flood damages and to ensure that utility and mechanical

equipment is designed and/or located so as to prevent water from entering or accumulating within the equipment during conditions of flooding.

Subdivisions shall be reviewed for compliance with the above standards. All subdivision proposals (including manufactured home parks) shall include regional flood elevation and floodway data for any development that meets the subdivision definition of this ordinance and all other requirements in s. 90-412(2). Adequate drainage shall be provided to reduce exposure to flood hazards and all public utilities and facilities, such as sewer, gas, electrical, and water systems are located and constructed to minimize or eliminate flood damages.

**Sec. 90-302 Hydraulic and hydrologic analyses.**

- (1) No floodplain development shall:
  - (a) Obstruct flow, defined as development which blocks the conveyance of floodwaters by itself or with other development, causing any increase in the regional flood height; or
  - (b) Cause any increase in the regional flood height due to floodplain storage area lost.
- (2) The zoning administrator shall deny permits if it is determined the proposed development will obstruct flow or cause any increase in the regional flood height, based on the officially adopted FIRM or other adopted map, unless the provisions of s. 90-431 *Amendments* are met.

**Sec. 90-303 Watercourse alterations.**

No land use permit to alter or relocate a watercourse in a mapped floodplain shall be issued until the local official has notified in writing all adjacent municipalities, the Department and FEMA regional offices, and required the applicant to secure all necessary state and federal permits. The standards of s. 90-302 must be met and the flood carrying capacity of any altered or relocated watercourse shall be maintained.

As soon as is practicable, but not later than six months after the date of the watercourse alteration or relocation and pursuant to s. 90-431 *Amendments*, the community shall apply for a Letter of Map Revision (LOMR) from FEMA. Any such alterations must be reviewed and approved by FEMA and the DNR through the LOMC process.

**Sec. 90-304 Chapter 30, 31, Wis. Stats., development.**

Development which requires a permit from the Department, under chs. 30 and 31, Stats., such as docks, piers, wharves, bridges, culverts, dams and navigational aids, may be allowed if the necessary permits are obtained and amendments to the floodplain zoning ordinance are made according to s. 90-431 *Amendments*.

**Sec. 90-305 Public or private campgrounds.**

Public or private campgrounds shall have a low flood damage potential and shall meet the following provisions:

- (1) The campground is approved by the Department of Health Services;
- (2) A land use permit for the campground is issued by the zoning administrator;
- (3) The character of the river system and the campground elevation are such that a 72-hour warning of an impending flood can be given to all campground occupants;
- (4) There is an adequate flood warning procedure for the campground that offers the minimum notice required under this section to all persons in the campground. This procedure shall include a written agreement between the campground owner, the municipal emergency government coordinator and the chief law enforcement official which specifies the flood elevation at which evacuation shall occur, personnel responsible for monitoring flood elevations, types of warning systems to be used and the procedures for notifying at-risk parties, and the methods and personnel responsible for conducting the evacuation;
- (5) This agreement shall be for no more than one calendar year, at which time the agreement shall be reviewed and updated - by the officials identified in sub. (4) - to remain in compliance with all applicable regulations, including those of the state Department of Health Services and all other applicable regulations;
- (6) Only camping units that are fully licensed, if required, and ready for highway use are allowed;
- (7) The camping units shall not occupy any site in the campground for more than 180 consecutive days, at which time the camping unit must be removed from the floodplain for a minimum of 24 hours;
- (8) All camping units that remain on site for more than 30 days shall be issued a limited authorization by the campground operator, a written copy of which is kept on file at the campground. Such authorization shall allow placement of a camping unit for a period not to exceed 180 days and shall ensure compliance with all the provisions of this section;
- (9) The municipality shall monitor the limited authorizations issued by the campground operator to assure compliance with the terms of this section;
- (10) All camping units that remain in place for more than 180 consecutive days must meet the applicable requirements in either s. 90-331, s. 90-351 or s. 90-371 for the floodplain district in which the structure is located;
- (11) The campground shall have signs clearly posted at all entrances warning of the flood hazard and the procedures for evacuation when a flood warning is issued; and
- (12) All service facilities, including but not limited to refuse collection, electrical service, gas lines, propane tanks, sewage systems and wells shall be properly anchored and placed at or floodproofed to the flood protection elevation.

**Secs. 90-306 - 90-330. – Reserved.**

### **DIVISION 3. – FLOODWAY DISTRICT (FW)**

Sec. 90-331. – Applicability.

Sec. 90-332. – Permitted uses.

Sec. 90-333. – Standards for development.

Sec. 90-334. – Prohibited uses.

Secs. 90-335 - 90-350. – Reserved.

#### **Sec. 90-331 Applicability.**

This section applies to all floodway areas on the floodplain zoning maps and those identified pursuant to s. 90-374.

### **Sec. 90-332 Permitted uses.**

The following open space uses are allowed in the Floodway District and the floodway areas of the General Floodplain District, if:

- they are not prohibited by any other ordinance;
  - they meet the standards in s. 90-333 and 90-334; and
  - all permits or certificates have been issued according to s. 90-412.
- (1) Agricultural uses, such as: farming, outdoor plant nurseries, horticulture, viticulture and wild crop harvesting.
  - (2) Nonstructural industrial and commercial uses, such as loading areas, parking areas and airport landing strips.
  - (3) Nonstructural recreational uses, such as golf courses, tennis courts, archery ranges, picnic grounds, boat ramps, swimming areas, parks, wildlife and nature preserves, game farms, fish hatcheries, shooting, trap and skeet activities, hunting and fishing areas and hiking and horseback riding trails, subject to the fill limitations of s. 90-333(4).
  - (4) Uses or structures accessory to open space uses, or classified as historic structures that comply with s. 90-333 and s. 90-334.
  - (5) Extraction of sand, gravel or other materials that comply with s. 90-333(4).
  - (6) Functionally water-dependent uses, such as docks, piers or wharves, dams, flowage areas, culverts, navigational aids and river crossings of transmission lines, and pipelines that comply with chs. 30 and 31, Stats.
  - (7) Public utilities, streets and bridges that comply with s. 90-333(3).

### **Sec. 90-333 Standards for development.**

- (1) *General.*
  - (a) Any development in the floodway shall comply with s. 90-301 and have a low flood damage potential.
  - (b) Applicants shall provide the following data to determine the effects of the proposal according to s. 90-302:
    1. A cross-section elevation view of the proposal, perpendicular to the watercourse, showing if the proposed development will obstruct flow; or
    2. An analysis calculating the effects of this proposal on regional flood height.
  - (c) The zoning administrator shall deny the permit application if the project will cause any increase in the flood elevations upstream or downstream, based on the data submitted for subd. (b) above.
- (2) *Structures.* Structures accessory to permanent open space uses or functionally dependent on a waterfront location may be allowed by permit if the structures comply with the following criteria:
  - (a) Not designed for human habitation, does not have a high flood damage potential and is constructed to minimize flood damage;
  - (b) Shall have a minimum of two openings on different walls having a total net area not less than one square inch for every square foot of enclosed area, and the bottom of all such openings being no higher than one foot above grade. The openings shall be equipped with screens, louvers, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.
  - (c) Must be anchored to resist flotation, collapse, and lateral movement;
  - (d) Mechanical and utility equipment must be elevated or flood proofed to or above the flood protection elevation; and

- (e) It must not obstruct flow of flood waters or cause any increase in flood levels during the occurrence of the regional flood.
- (3) *Public utilities, streets and bridges.* Public utilities, streets and bridges may be allowed by permit, if:
  - (a) Adequate floodproofing measures are provided to the flood protection elevation; and
  - (b) Construction meets the development standards of s. 90-302.
- (4) *Fills or deposition of materials.* Fills or deposition of materials may be allowed by permit, if:
  - (a) The requirements of s. 90-302 are met;
  - (b) No material is deposited in navigable waters unless a permit is issued by the Department pursuant to ch. 30, Stats., and a permit pursuant to s. 404 of the Federal Water Pollution Control Act, Amendments of 1972, 33 U.S.C. 1344 has been issued, if applicable, and all other requirements have been met;
  - (c) The fill or other materials will be protected against erosion by riprap, vegetative cover, sheet piling or bulkheading; and
  - (d) The fill is not classified as a solid or hazardous material.

**Sec. 90-334 Prohibited uses.**

All uses not listed as permitted uses in s. 90-332 are prohibited, including the following uses:

- (1) Habitable structures, structures with high flood damage potential, or those not associated with permanent open-space uses;
- (2) Storing materials that are buoyant, flammable, explosive, injurious to property, water quality, or human, animal, plant, fish or other aquatic life;
- (3) Uses not in harmony with or detrimental to uses permitted in the adjoining districts;
- (4) Any private or public sewage systems, except portable latrines that are removed prior to flooding and systems associated with recreational areas and Department-approved campgrounds that meet the applicable provisions of local ordinances and ch. SPS 383, Wis. Adm. Code;
- (5) Any public or private wells which are used to obtain potable water, except those for recreational areas that meet the requirements of local ordinances and chs. NR 811 and NR 812, Wis. Adm. Code;
- (6) Any solid or hazardous waste disposal sites;
- (7) Any wastewater treatment ponds or facilities, except those permitted under s. NR 110.15(3)(b), Wis. Adm. Code; and
- (8) Any sanitary sewer or water supply lines, except those to service existing or proposed development located outside the floodway which complies with the regulations for the floodplain area occupied.

**Secs. 90-335 - 90-350. – Reserved.**

**DIVISION 4. – FLOODFRINGE DISTRICT (FF)**

Sec. 90-351. – Applicability.

Sec. 90-352. – Permitted uses.

Sec. 90-353. – Standards for development.

Secs. 90-354 - 90-370. – Reserved.

**Sec. 90-351 Applicability.**

This section applies to all floodfringe areas shown on the floodplain zoning maps and those identified pursuant to s. 90-374.

**Sec. 90-352 Permitted uses.**

Any structure, land use, or development is allowed in the Floodfringe District if the standards in s. 90-353 are met, the use is not prohibited by this or any other ordinance or regulation and all permits or certificates specified in s. 90-411 have been issued.

**Sec. 90-353 Standards for development in the floodfringe.**

S. 90-302 shall apply in addition to the following requirements according to the use requested. Any existing structure in the floodfringe must meet the requirements of s. 90-391 *Nonconforming Uses*;

- (1) *Residential uses.* Any structure, including a manufactured home, which is to be newly constructed or moved into the floodfringe, shall meet or exceed the following standards. Any existing structure in the floodfringe must meet the requirements of s. 90-391 *Nonconforming Uses*;
  - (a) The elevation of the lowest floor shall be at or above the flood protection elevation on fill unless the requirements of s. 90-353(1)(b) can be met. The fill shall be one foot or more above the regional flood elevation extending at least 15 feet beyond the limits of the structure.
  - (b) The basement or crawlway floor may be placed at the regional flood elevation if it is dry floodproofed to the flood protection elevation. No basement or crawlway floor is allowed below the regional flood elevation;
  - (c) Contiguous dryland access shall be provided from a structure to land outside of the floodplain, except as provided in subd. (d).
  - (d) In developments where existing street or sewer line elevations make compliance with subd. (c) impractical, the municipality may permit new development and substantial improvements where roads are below the regional flood elevation, if:
    1. The municipality has written assurance from police, fire and emergency services that rescue and relief will be provided to the structure(s) by wheeled vehicles during a regional flood event; or
    2. The municipality has a DNR-approved emergency evacuation plan.
- (2) *Accessory structures or uses.* Accessory structures shall be constructed on fill with the lowest floor at or above the regional flood elevation.
- (3) *Commercial uses.* Any commercial structure which is erected, altered or moved into the floodfringe shall meet the requirements of s. 90-353(1). Subject to the requirements of s. 90-353(5), storage yards, surface parking lots and other such uses may be placed at lower elevations if an adequate warning system exists to protect life and property.
- (4) *Manufacturing and industrial uses.* Any manufacturing or industrial structure which is erected, altered or moved into the floodfringe shall have the lowest floor elevated to or above the flood protection elevation or meet the floodproofing standards in s. 90-416. Subject to the requirements of s. 90-353(5), storage yards, surface parking

lots and other such uses may be placed at lower elevations if an adequate warning system exists to protect life and property.

- (5) *Storage of materials.* Materials that are buoyant, flammable, explosive, or injurious to property, water quality or human, animal, plant, fish or aquatic life shall be stored at or above the flood protection elevation or floodproofed in compliance with s. 90-416. Adequate measures shall be taken to ensure that such materials will not enter the water body during flooding.
- (6) *Public utilities, streets and bridges.* All utilities, streets and bridges shall be designed to be compatible with comprehensive floodplain development plans; and
  - (a) When failure of public utilities, streets and bridges would endanger public health or safety, or where such facilities are deemed essential, construction or repair of such facilities shall only be permitted if they are designed to comply with s. 90-416.
  - (b) Minor roads or non-essential utilities may be constructed at lower elevations if they are designed to withstand flood forces to the regional flood elevation.
- (7) *Sewage systems.* All sewage disposal systems shall be designed to minimize or eliminate infiltration of flood water into the system, pursuant to s. 90-416(3), to the flood protection elevation and meet the provisions of all local ordinances and ch. SPS 383, Wis. Adm. Code.
- (8) *Wells.* All wells shall be designed to minimize or eliminate infiltration of flood waters into the system, pursuant to s. 90-416(3), to the flood protection elevation and shall meet the provisions of chs. NR 811 and NR 812, Wis. Adm. Code.
- (9) *Solid waste disposal sites.* Disposal of solid or hazardous waste is prohibited in floodfringe areas.
- (10) *Deposition of materials.* Any deposited material must meet all the provisions of this ordinance.
- (11) *Manufactured homes.*
  - (a) Owners or operators of all manufactured home parks and subdivisions shall provide adequate surface drainage to minimize flood damage, and prepare, secure approval and file an evacuation plan, indicating vehicular access and escape routes, with local emergency management authorities.
  - (b) In existing manufactured home parks, all new homes, replacement homes on existing pads, and substantially improved homes shall:
    1. have the lowest floor elevated to the flood protection elevation; and
    2. be anchored so they do not float, collapse or move laterally during a flood
  - (c) Outside of existing manufactured home parks, including new manufactured home parks and all single units outside of existing parks, all new, replacement and substantially improved manufactured homes shall meet the residential development standards for the floodfringe in s. 90-353(1).
- (12) *Mobile recreational vehicles.* All mobile recreational vehicles that are on site for 180 consecutive days or more or are not fully licensed and ready for highway use shall meet the elevation and anchoring requirements in s. 90-353(11)(b) and (c). A mobile

recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick-disconnect utilities and security devices and has no permanently attached additions.

**Secs. 90-354 - 90-370. – Reserved.**

**DIVISION 5. – GENERAL FLOODPLAIN DISTRICT (GFP)**

Sec. 90-371. – Applicability.  
Sec. 90-372. – Permitted uses.  
Sec. 90-373. – Standards for development.  
Sec. 90-374. – Determining floodway/floodfringe limits.  
Secs. 90-375 - 90-390. – Reserved.

**Sec. 90-371 Applicability.**

The provisions for this district shall apply to all floodplains mapped as A, AO or AH zones.

**Sec. 90-372 Permitted uses.**

Pursuant to s. 90-374, it shall be determined whether the proposed use is located within the floodway or floodfringe.

Those uses permitted in the Floodway (s. 90-332) and Floodfringe (s. 90-352) Districts are allowed within the General Floodplain District, according to the standards of s. 90-373, provided that all permits or certificates required under s. 90-412 have been issued.

**Sec. 90-373 Standards for development in the general floodplain district.**

Secs. 90-331 – 90-334 apply to floodway areas, secs. 90-351 – 90-353 apply to floodfringe areas. The rest of this ordinance applies to either district.

- (1) In AO/AH Zones the structure's lowest floor must meet one of the conditions listed below, whichever is higher:
  - (a) at or above the flood protection elevation; or
  - (b) two (2) feet above the highest adjacent grade around the structure; or
  - (c) the depth as shown on the FIRM
- (2) In AO/AH zones, provide plans showing adequate drainage paths to guide floodwaters around structures.

**Sec. 90-374 Determining floodway and floodfringe limits.**

Upon receiving an application for development within the general floodplain district, the zoning administrator shall:

- (1) Require the applicant to submit two copies of an aerial photograph or a plan which shows the proposed development with respect to the general floodplain district limits, stream channel, and existing floodplain developments, along with a legal description of the property, fill limits and elevations, building floor elevations and flood proofing measures; and the flood zone as shown on the FIRM.

- (2) Require the applicant to furnish any of the following information deemed necessary by the Department to evaluate the effects of the proposal upon flood height and flood flows, regional flood elevation and to determine floodway boundaries.
  - (a) A Hydrologic and Hydraulic Study as specified in s. 90-412(2)(c).
  - (b) Plan (surface view) showing elevations or contours of the ground; pertinent structure, fill or storage elevations; size, location and layout of all proposed and existing structures on the site; location and elevations of streets, water supply, and sanitary facilities; soil types and other pertinent information;
  - (c) Specifications for building construction and materials, floodproofing, filling, dredging, channel improvement, storage, water supply and sanitary facilities.

**Secs. 90-375 - 90-390. – Reserved.**

## **DIVISION 6. – NONCONFORMING USES**

Sec. 90-391. – General.

Sec. 90-392. – Floodway districts.

Sec. 90-393. – Floodfringe districts.

Secs. 90-394 - 90-410. – Reserved.

### **Sec. 90-391 General.**

- (1) *Applicability.* If these standards conform with s. 62.23(7)(h), Stats., for cities and villages, they shall apply to all modifications or additions to any nonconforming use or structure and to the use of any structure or premises which was lawful before the passage of this ordinance or any amendment thereto.
- (2) The existing lawful use of a structure or its accessory use which is not in conformity with the provisions of this ordinance may continue subject to the following conditions:
  - (a) No modifications or additions to a nonconforming use or structure shall be permitted unless they comply with this ordinance. The words "modification" and "addition" include, but are not limited to, any alteration, addition, modification, structural repair, rebuilding or replacement of any such existing use, structure or accessory structure or use. Maintenance is not considered a modification; this includes painting, decorating, paneling and other nonstructural components and the maintenance, repair or replacement of existing private sewage or water supply systems or connections to public utilities. Any costs associated with the repair of a damaged structure are not considered maintenance.

The construction of a deck that does not exceed 200 square feet and that is adjacent to the exterior wall of a principal structure is not an extension, modification or addition. The roof of the structure may extend over a portion of the deck in order to provide safe ingress and egress to the principal structure.

- (b) If a nonconforming use or the use of a nonconforming structure is discontinued for 12 consecutive months, it is no longer permitted and any future use of the property, and any structure or building thereon, shall conform to the applicable requirements of this ordinance;
- (c) The municipality shall keep a record which lists all nonconforming uses and nonconforming structures, their present equalized assessed value, the cost of all

- modifications or additions which have been permitted, and the percentage of the structure's total current value those modifications represent;
- (d) No modification or addition to any nonconforming structure or any structure with a nonconforming use, which over the life of the structure would equal or exceed 50% of its present equalized assessed value, shall be allowed unless the entire structure is permanently changed to a conforming structure with a conforming use in compliance with the applicable requirements of this ordinance. Contiguous dry land access must be provided for residential and commercial uses in compliance with s. 90-353(1). The costs of elevating the lowest floor of a nonconforming building or a building with a nonconforming use to the flood protection elevation are excluded from the 50% provisions of this paragraph;
  - (e) No maintenance to any nonconforming structure or any structure with a nonconforming use, the cost of which would equal or exceed 50% of its present equalized assessed value, shall be allowed unless the entire structure is permanently changed to a conforming structure with a conforming use in compliance with the applicable requirements of this ordinance. Contiguous dry land access must be provided for residential and commercial uses in compliance with s. 90-353(1).
  - (f) If on a per event basis the total value of the work being done under (d) and (e) equals or exceeds 50% of the present equalized assessed value the work shall not be permitted unless the entire structure is permanently changed to a conforming structure with a conforming use in compliance with the applicable requirements of this ordinance. Contiguous dry land access must be provided for residential and commercial uses in compliance with s. 90-353(1).
  - (g) Except as provided in subd. (h), if any nonconforming structure or any structure with a nonconforming use is destroyed or is substantially damaged, it cannot be replaced, reconstructed or rebuilt unless the use and the structure meet the current ordinance requirements. A structure is considered substantially damaged if the total cost to restore the structure to its pre-damaged condition equals or exceeds 50% of the structure's present equalized assessed value.
  - (h) For nonconforming buildings that are substantially damaged or destroyed by a nonflood disaster, the repair or reconstruction of any such nonconforming building shall be permitted in order to restore it to the size and use in effect prior to the damage event, provided that the minimum federal code requirements below are met and all required permits have been granted prior to the start of construction.
    - 1. Residential Structures
      - a. Shall have the lowest floor, including basement, elevated to or above the base flood elevation using fill, pilings, columns, posts or perimeter walls. Perimeter walls must meet the requirements of s. 90-416(2).
      - b. Shall be anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy and shall be constructed with methods and materials resistant to flood damage.
      - c. Shall be constructed with electrical, heating, ventilation, plumbing and air conditioning equipment and other service facilities that are designed and/or elevated so as to prevent water from entering or accumulating within the components during conditions of flooding.
      - d. In A Zones, obtain, review and utilize any flood data available from a federal, state or other source.

- e. In AO Zones with no elevations specified, shall have the lowest floor, including basement, meet the standards in s. 90-373(1).
  - f. in AO Zones, shall have adequate drainage paths around structures on slopes to guide floodwaters around and away from the structure.
2. Nonresidential Structures
- a. Shall meet the requirements of s. 90-391(2)(h)1a-b and e-g.
  - b. Shall either have the lowest floor, including basement, elevated to or above the regional flood elevation; or, together with attendant utility and sanitary facilities, shall meet the standards in s. 90-416(1) or (2).
  - c. In AO Zones with no elevations specified, shall have the lowest floor, including basement, meet the standards in s. 90-373(1).
- (3) A nonconforming historic structure may be altered if the alteration will not preclude the structures continued designation as a historic structure, the alteration will comply with s. 90-333(1), flood resistant materials are used, and construction practices and floodproofing methods that comply with s. 90-416 are used. Repair or rehabilitation of historic structures shall be exempt from the development standards of s. 90-391(2)(h)1 if it is determined that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and is the minimum necessary to preserve the historic character and design of the structure.

**Sec. 90-392 Floodway district.**

- (1) No modification or addition shall be allowed to any nonconforming structure or any structure with a nonconforming use in the Floodway District, unless such modification or addition:
- (a) Has been granted a permit or variance which meets all ordinance requirements;
  - (b) Meets the requirements of s. 90-391;
  - (c) Shall not increase the obstruction to flood flows or regional flood height;
  - (d) Any addition to the existing structure shall be floodproofed, pursuant to s. 90-416, by means other than the use of fill, to the flood protection elevation; and
  - (e) If any part of the foundation below the flood protection elevation is enclosed, the following standards shall apply:
    - 1. The enclosed area shall be designed by a registered architect or engineer to allow for the efficient entry and exit of flood waters without human intervention. A minimum of two openings must be provided with a minimum net area of at least one square inch for every one square foot of the enclosed area. The lowest part of the opening can be no more than 12 inches above the adjacent grade;
    - 2. The parts of the foundation located below the flood protection elevation must be constructed of flood-resistant materials;
    - 3. Mechanical and utility equipment must be elevated or floodproofed to or above the flood protection elevation; and
    - 4. The use must be limited to parking, building access or limited storage.
- (2) No new on-site sewage disposal system, or addition to an existing on-site sewage disposal system, except where an addition has been ordered by a government agency to correct a hazard to public health, shall be allowed in the Floodway District. Any replacement, repair or maintenance of an existing on-site sewage disposal system in a floodway area shall meet the applicable requirements of all municipal ordinances, s. 90-416(3) and ch. SPS 383, Wis. Adm. Code.

- (3) No new well or modification to an existing well used to obtain potable water shall be allowed in the Floodway District. Any replacement, repair or maintenance of an existing well in the Floodway District shall meet the applicable requirements of all municipal ordinances, s. 90-416(3) and chs. NR 811 and NR 812, Wis. Adm. Code.

**Sec. 90-393 Floodfringe district.**

- (1) No modification or addition shall be allowed to any nonconforming structure or any structure with a nonconforming use unless such modification or addition has been granted a permit or variance by the municipality, and meets the requirements of s. 90-353 except where s. 90-393(2) is applicable.
- (2) Where compliance with the provisions of subd. (1) would result in unnecessary hardship and only where the structure will not be used for human habitation or be associated with a high flood damage potential, the board of zoning appeals, using the procedures established in s. 90-414, may grant a variance from those provisions of subd. (1) for modifications or additions using the criteria listed below. Modifications or additions which are protected to elevations lower than the flood protection elevation may be permitted if:
  - (a) No floor is allowed below the regional flood elevation for residential or commercial structures;
  - (b) Human lives are not endangered;
  - (c) Public facilities, such as water or sewer, shall not be installed;
  - (d) Flood depths shall not exceed two feet;
  - (e) Flood velocities shall not exceed two feet per second; and
  - (f) The structure shall not be used for storage of materials as described in s. 90-353(5).
- (3) All new private sewage disposal systems, or addition to, replacement, repair or maintenance of a private sewage disposal system shall meet all the applicable provisions of all local ordinances, 90-416(3) and ch. SPS 383, Wis. Adm. Code.
- (4) All new wells, or addition to, replacement, repair or maintenance of a well shall meet the applicable provisions of this ordinance, s. 90-416(3) and ch. NR 811 and NR 812, Wis. Adm. Code.

**Secs. 90-394 - 90-410. – Reserved.**

**DIVISION 7. – ADMINISTRATION**

- Sec. 90-411. – Administration.
- Sec. 90-412. – Zoning administrator.
- Sec. 90-413. – Zoning agency.
- Sec. 90-414. – Board of adjustment/appeals.
- Sec. 90-415. – To review appeals of permit denials.
- Sec. 90-416. – Floodproofing.
- Sec. 90-417. – Public information.
- Secs. 90-418 - 90-430. – Reserved.

**Sec. 90-411 Administration.**

Where a zoning administrator, planning agency or a board of zoning appeals has already been appointed to administer a zoning ordinance adopted under s. 62.23(7), Stats., these officials shall also administer this ordinance.

**Sec. 90-412 Zoning administrator.**

- (1) *Duties and powers.* The zoning administrator is authorized to administer this ordinance and shall have the following duties and powers:
  - (a) Advise applicants of the ordinance provisions, assist in preparing permit applications and appeals, and assure that the regional flood elevation for the proposed development is shown on all permit applications.
  - (b) Issue permits and inspect properties for compliance with provisions of this ordinance and issue certificates of compliance where appropriate.
  - (c) Inspect and assess all damaged floodplain structures to determine if substantial damage to the structures has occurred.
  - (d) Keep records of all official actions such as:
    1. All permits issued, inspections made, and work approved;
    2. Documentation of certified lowest floor and regional flood elevations;
    3. Floodproofing certificates.
    4. Water surface profiles, floodplain zoning maps and ordinances, nonconforming uses and structures including changes, appeals, variances and amendments.
    5. All substantial damage assessment reports for floodplain structures.
    6. List of nonconforming structures and uses. .
  - (e) Submit copies of the following items to the Department Regional office:
    1. Within 10 days of the decision, a copy of any decisions on variances, appeals for map or text interpretations, and map or text amendments;
    2. Copies of case-by-case analyses and other required information including an annual summary of floodplain zoning actions taken.
    3. Copies of substantial damage assessments performed and all related correspondence concerning the assessments.
  - (f) Investigate, prepare reports, and report violations of this ordinance to the municipal zoning agency and attorney for prosecution. Copies of the reports shall also be sent to the Department Regional office.
  - (g) Submit copies of amendments and biennial reports to the FEMA Regional office.
- (2) *Land use permit.* A land use permit shall be obtained before any new development; repair, modification or addition to an existing structure; or change in the use of a building or structure, including sewer and water facilities, may be initiated. Application to the zoning administrator shall include:
  - (a) *General information.*
    1. Name and address of the applicant, property owner and contractor;
    2. Legal description, proposed use, and whether it is new construction or a modification;
  - (b) *Site development plan.* A site plan drawn to scale shall be submitted with the permit application form and shall contain:
    1. Location, dimensions, area and elevation of the lot;
    2. Location of the ordinary highwater mark of any abutting navigable waterways;
    3. Location of any structures with distances measured from the lot lines and street center lines;

4. Location of any existing or proposed on-site sewage systems or private water supply systems;
5. Location and elevation of existing or future access roads;
6. Location of floodplain and floodway limits as determined from the official floodplain zoning maps;
7. The elevation of the lowest floor of proposed buildings and any fill using the vertical datum from the adopted study – either National Geodetic Vertical Datum (NGVD) or North American Vertical Datum (NAVD);
8. Data sufficient to determine the regional flood elevation in NGVD or NAVD at the location of the development and to determine whether or not the requirements of secs. 90-331 – 90-334 or secs. 90-351 – 90-353 are met; and
9. Data to determine if the proposed development will cause an obstruction to flow or an increase in regional flood height or discharge according to s. 90-302. This may include any of the information noted in s. 90-333(1).

(c) *Hydraulic and hydrologic studies to analyze development.* All hydraulic and hydrologic studies shall be completed under the direct supervision of a professional engineer registered in the State. The study contractor shall be responsible for the technical adequacy of the study. All studies shall be reviewed and approved by the Department.

1. Zone A floodplains:
  - a. Hydrology
    - i. The appropriate method shall be based on the standards in ch. NR 116.07(3), Wis. Admin. Code, *Hydrologic Analysis: Determination of Regional Flood Discharge*.
  - b. Hydraulic modeling
 

The regional flood elevation shall be based on the standards in ch. NR 116.07(4), Wis. Admin. Code, *Hydraulic Analysis: Determination of RFE* and the following:

    - i. determination of the required limits of the hydraulic model shall be based on detailed study information for downstream structures (dam, bridge, culvert) to determine adequate starting WSEL for the study.
    - ii. channel sections must be surveyed.
    - iii. minimum four foot contour data in the overbanks shall be used for the development of cross section overbank and floodplain mapping.
    - iv. a maximum distance of 500 feet between cross sections is allowed in developed areas with additional intermediate cross sections required at transitions in channel bottom slope including a survey of the channel at each location.
    - v. the most current version of HEC\_RAS shall be used.
    - vi. a survey of bridge and culvert openings and the top of road is required at each structure.
    - vii. additional cross sections are required at the downstream and upstream limits of the proposed development and any necessary intermediate locations based on the length of the reach if greater than 500 feet.
    - viii. standard accepted engineering practices shall be used when assigning parameters for the base model such as flow, Manning's N values, expansion and contraction coefficients or effective flow limits. The base model shall be calibrated to past flooding data such as high water marks to determine the reasonableness of the model results. If no historical

data is available, adequate justification shall be provided for any parameters outside standard accepted engineering practices.

- ix. the model must extend past the upstream limit of the difference in the existing and proposed flood profiles in order to provide a tie-in to existing studies. The height difference between the proposed flood profile and the existing study profiles shall be no more than 0.00 feet.

c. Mapping

- i. A work map of the reach studied shall be provided, showing all cross section locations, floodway/floodplain limits based on best available topographic data, geographic limits of the proposed development and whether the proposed development is located in the floodway.
- ii. If the proposed development is located outside of the floodway, then it is determined to have no impact on the regional flood elevation.
- iii. If any part of the proposed development is in the floodway, it must be added to the base model to show the difference between existing and proposed conditions. The study must ensure that all coefficients remain the same as in the existing model, unless adequate justification based on standard accepted engineering practices is provided.

2. Zone AE Floodplains

a. Hydrology

If the proposed hydrology will change the existing study, the appropriate method to be used shall be based on ch. NR 116.07(3), Wis. Admin. Code, *Hydrologic Analysis: Determination of Regional Flood Discharge*.

b. Hydraulic model

The regional flood elevation shall be based on the standards in ch. NR 116.07(4), Wis. Admin. Code, *Hydraulic Analysis: Determination of RFE* and the following:

i. Duplicate Effective Model

The effective model shall be reproduced to ensure correct transference of the model data and to allow integration of the revised data to provide a continuous FIS model upstream and downstream of the revised reach. If data from the effective model is available, models shall be generated that duplicate the FIS profiles and the elevations shown in the Floodway Data Table in the FIS report to within 0.1 foot.

ii. Corrected Effective Model.

The Corrected Effective Model shall not include any man-made physical changes since the effective model date, but shall import the model into the most current version of HEC-RAS for Department review.

iii. Existing (Pre-Project Conditions) Model.

The Existing Model shall be required to support conclusions about the actual impacts of the project associated with the Revised (Post-Project) Model or to establish more up-to-date models on which to base the Revised (Post-Project) Model.

iv. Revised (Post-Project Conditions) Model.

The Revised (Post-Project Conditions) Model shall incorporate the Existing Model and any proposed changes to the topography caused by the proposed development. This model shall reflect proposed conditions.

v. All changes to the Duplicate Effective Model and subsequent models

must be supported by certified topographic information, bridge plans, construction plans and survey notes.

- vi. Changes to the hydraulic models shall be limited to the stream reach for which the revision is being requested. Cross sections upstream and downstream of the revised reach shall be identical to those in the effective model and result in water surface elevations and top widths computed by the revised models matching those in the effective models upstream and downstream of the revised reach as required. The Effective Model shall not be truncated.

c. Mapping

Maps and associated engineering data shall be submitted to the Department for review which meet the following conditions:

- i. Consistency between the revised hydraulic models, the revised floodplain and floodway delineations, the revised flood profiles, topographic work map, annotated FIRMs and/or Flood Boundary Floodway Maps (FBFMs), construction plans, bridge plans.
- ii. Certified topographic map of suitable scale, contour interval, and a planimetric map showing the applicable items. If a digital version of the map is available, it may be submitted in order that the FIRM may be more easily revised.
- iii. Annotated FIRM panel showing the revised 1% and 0.2% annual chance floodplains and floodway boundaries.
- iv. If an annotated FIRM and/or FBFM and digital mapping data; Geographic Information System (GIS) or Computer Aided Drafting/Design (CADD) are used then all supporting documentation or metadata must be included with the data submission along with the Universal Transverse Mercator (UTM) projection and State Plane Coordinate System in accordance with FEMA mapping specifications.
- v. The revised floodplain boundaries shall tie into the effective floodplain boundaries.
- vi. All cross sections from the effective model shall be labeled in accordance with the effective map and a cross section lookup table shall be included to relate to the model input numbering scheme.
- vii. Both the current and proposed floodways shall be shown on the map.
- viii. The stream centerline, or profile baseline used to measure stream distances in the model shall be visible on the map.

(d) *Expiration.* All permits issued under the authority of this ordinance shall expire no more than 180 days after issuance. The permit may be extended for a maximum of 180 days for good and sufficient cause.

(3) *Certificate of compliance.* No land shall be occupied or used, and no building which is hereafter constructed, altered, added to, modified, repaired, rebuilt or replaced shall be occupied until a certificate of compliance is issued by the zoning administrator, except where no permit is required, subject to the following provisions:

- (a) The certificate of compliance shall show that the building or premises or part thereof, and the proposed use, conform to the provisions of this ordinance;
- (b) Application for such certificate shall be concurrent with the application for a permit;

- (c) If all ordinance provisions are met, the certificate of compliance shall be issued within 10 days after written notification that the permitted work is completed;
- (d) The applicant shall submit a certification signed by a registered professional engineer, architect or land surveyor that the fill, lowest floor and floodproofing elevations are in compliance with the permit issued. Floodproofing measures also require certification by a registered professional engineer or architect that the requirements of s. 90-416 are met.

(4) *Other permits.* Prior to obtaining a floodplain development permit the applicant must secure all necessary permits from federal, state, and local agencies, including but not limited to those required by the U.S. Army Corps of Engineers under s. 404 of the Federal Water Pollution Control Act, Amendments of 1972, 33 U.S.C. 1344.

**Sec. 90-413 Zoning agency.**

- (1) The plan commission shall:
  - (a) oversee the functions of the office of the zoning administrator; and
  - (b) review and advise the governing body on all proposed amendments to this ordinance, maps and text.
- (2) The plan commission shall not:
  - (a) grant variances to the terms of the ordinance in place of action by the board of zoning appeals; or
  - (b) amend the text or zoning maps in place of official action by the governing body.

**Sec. 90-414 Board of zoning appeals.**

The board of zoning appeals, created under s. 62.23(7)(e), Stats., for cities, is hereby authorized or shall be appointed to act for the purposes of this ordinance. The board shall exercise the powers conferred by Wisconsin Statutes and adopt rules for the conduct of business. The zoning administrator shall not be the secretary of the board.

- (1) *Powers and duties.* The board of zoning appeals shall:
  - (a) Appeals - Hear and decide appeals where it is alleged there is an error in any order, requirement, decision or determination made by an administrative official in the enforcement or administration of this ordinance;
  - (b) Boundary disputes - Hear and decide disputes concerning the district boundaries shown on the official floodplain zoning map; and
  - (c) Variances - Hear and decide, upon appeal, variances from the ordinance standards.
- (2) *Appeals to the board*
  - (a) Appeals to the board may be taken by any person aggrieved, or by any officer or department of the municipality affected by any decision of the zoning administrator or other administrative officer. Such appeal shall be taken within 30 days unless otherwise provided by the rules of the board, by filing with the official whose decision is in question, and with the board, a notice of appeal specifying the reasons for the appeal. The official whose decision is in question shall transmit to the board all records regarding the matter appealed.
  - (b) NOTICE AND HEARING FOR APPEALS INCLUDING VARIANCES
    - 1. Notice - The board shall:

- a. Fix a reasonable time for the hearing;
  - b. Publish adequate notice pursuant to Wisconsin Statutes, specifying the date, time, place and subject of the hearing; and
  - c. Assure that notice shall be mailed to the parties in interest and the Department Regional office at least 10 days in advance of the hearing.
2. Hearing - Any party may appear in person or by agent. The board shall:
- a. Resolve boundary disputes according to s. 90-414(3);
  - b. Decide variance applications according to s. 90-414(4); and
  - c. Decide appeals of permit denials according to s. 90-415.
- (c) DECISION: The final decision regarding the appeal or variance application shall:
- 1. Be made within a reasonable time;
  - 2. Be sent to the Department Regional office within 10 days of the decision;
  - 3. Be a written determination signed by the chairman or secretary of the board;
  - 4. State the specific facts which are the basis for the board's decision;
  - 5. Either affirm, reverse, vary or modify the order, requirement, decision or determination appealed, in whole or in part, dismiss the appeal for lack of jurisdiction or grant or deny the variance application; and
  - 6. Include the reasons for granting an appeal, describing the hardship demonstrated by the applicant in the case of a variance, clearly stated in the recorded minutes of the board proceedings.

(3) *Boundary disputes.* The following procedure shall be used by the board in hearing disputes concerning floodplain district boundaries:

- (a) If a floodplain district boundary is established by approximate or detailed floodplain studies, the flood elevations or profiles shall prevail in locating the boundary. If none exist, other evidence may be examined;
- (b) The person contesting the boundary location shall be given a reasonable opportunity to present arguments and technical evidence to the board; and
- (c) If the boundary is incorrectly mapped, the board should inform the zoning committee or the person contesting the boundary location to petition the governing body for a map amendment according to s. 90-431 *Amendments*.

(4) *Variance*

- (a) The board may, upon appeal, grant a variance from the standards of this ordinance if an applicant convincingly demonstrates that:
  - 1. Literal enforcement of the ordinance will cause unnecessary hardship;
  - 2. The hardship is due to adoption of the floodplain ordinance and unique property conditions, not common to adjacent lots or premises. In such case the ordinance or map must be amended;
  - 3. The variance is not contrary to the public interest; and
  - 4. The variance is consistent with the purpose of this ordinance in s. 90-273.
- (b) In addition to the criteria in subd. (a), to qualify for a variance under FEMA regulations, the following criteria must be met:
  - 1. The variance shall not cause any increase in the regional flood elevation;
  - 2. Variances can only be granted for lots that are less than one-half acre and are contiguous to existing structures constructed below the RFE; and
  - 3. Variances shall only be granted upon a showing of good and sufficient cause, shall be the minimum relief necessary, shall not cause increased risks to public safety or nuisances, shall not increase costs for rescue and relief efforts and shall not be contrary to the purpose of the ordinance.

- (c) A variance shall not:
  - 1. Grant, extend or increase any use prohibited in the zoning district;
  - 2. Be granted for a hardship based solely on an economic gain or loss;
  - 3. Be granted for a hardship which is self-created.
  - 4. Damage the rights or property values of other persons in the area;
  - 5. Allow actions without the amendments to this ordinance or map(s) required in s. 90-431 *Amendments*; and
  - 6. Allow any alteration of an historic structure, including its use, which would preclude its continued designation as an historic structure.
- (d) When a floodplain variance is granted the board shall notify the applicant in writing that it may increase risks to life and property and flood insurance premiums could increase up to \$25.00 per \$100.00 of coverage. A copy shall be maintained with the variance record.

**Sec. 90-415 To review appeals of permit denials**

- (1) The Zoning Agency (s. 90-413) or board shall review all data related to the appeal. This may include:
  - (a) Permit application data listed in s. 90-412(2);
  - (b) Floodway/floodfringe determination data in s. 90-374;
  - (c) Data listed in s. 90-333(1)(b) where the applicant has not submitted this information to the zoning administrator; and
  - (d) Other data submitted with the application, or submitted to the board with the appeal.
- (2) For appeals of all denied permits the board shall:
  - (a) Follow the procedures of s. 90-414;
  - (b) Consider zoning agency recommendations; and
  - (c) Either uphold the denial or grant the appeal.
- (3) For appeals concerning increases in regional flood elevation the board shall:
  - (a) Uphold the denial where the board agrees with the data showing an increase in flood elevation. Increases may only be allowed after amending the flood profile and map and all appropriate legal arrangements are made with all adversely affected property owners as per the requirements of s. 90-431 *Amendments*; and
  - (b) Grant the appeal where the board agrees that the data properly demonstrates that the project does not cause an increase provided no other reasons for denial exist.

**Sec. 90-416 Floodproofing.**

- (1) No permit or variance shall be issued for a non-residential structure designed to be watertight below the regional flood elevation until the applicant submits a plan certified by a registered professional engineer or architect that the floodproofing measures will protect the structure or development to the flood protection elevation and submits a FEMA Floodproofing Certificate.
- (2) For a structure designed to allow the entry of floodwaters, no permit or variance shall be issued until the applicant submits a plan either:
  - (a) certified by a registered professional engineer or architect; or
  - (b) meets or exceeds the following standards:
    - 1. a minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding;

2. the bottom of all openings shall be no higher than one foot above grade; and
  3. openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.
- (3) Floodproofing measures shall be designed, as appropriate, to:
- (a) Withstand flood pressures, depths, velocities, uplift and impact forces and other regional flood factors;
  - (b) Protect structures to the flood protection elevation;
  - (c) Anchor structures to foundations to resist flotation and lateral movement; and
  - (d) Minimize or eliminate infiltration of flood waters.
  - (e) Minimize or eliminate discharges into flood waters.

**Sec. 90-417 Public information.**

- (1) Place marks on structures to show the depth of inundation during the regional flood.
- (2) All maps, engineering data and regulations shall be available and widely distributed.
- (3) Real estate transfers should show what floodplain district any real property is in.

**Secs. 90-418 - 90-430. – Reserved.**

**DIVISION 8. – ADMENDMENTS**

Sec. 90-431. – Amendments.

Sec. 90-432. – General.

Sec. 90-432. – Procedures.

Secs. 90-433 - 90-443. – Reserved.

**Sec. 90-431 Amendments.**

Obstructions or increases may only be permitted if amendments are made to this ordinance, the official floodplain zoning maps, floodway lines and water surface profiles, in accordance with s. 90-432.

- (1) In AE Zones with a mapped floodway, no obstructions or increases shall be permitted unless the applicant receives a Conditional LOMR from FEMA and amendments are made to this ordinance, the official floodplain zoning maps, floodway lines and water surface profiles, in accordance with s. 90-432. Any such alterations must be reviewed and approved by FEMA and the DNR.
- (2) In A Zones increases equal to or greater than 1.0 foot may only be permitted if the applicant receives a Conditional LOMR from FEMA and amendments are made to this ordinance, the official floodplain maps, floodway lines, and water surface profiles, in accordance with s. 90-432.

**Sec. 90-432 General.**

The governing body shall change or supplement the floodplain zoning district boundaries and this ordinance in the manner outlined in s. 90-433 below. Actions which require an amendment to the ordinance and/ or submittal of a LOMC include, but are not limited to, the following:

- (1) Any fill or floodway encroachment that obstructs flow causing any increase in the regional flood height;
- (2) Any change to the floodplain boundaries and/or watercourse alterations on the FIRM;
- (3) Any changes to any other officially adopted floodplain maps listed in s. 90-275(2)(b);
- (4) Any floodplain fill which raises the elevation of the filled area to a height at or above the flood protection elevation and is contiguous to land lying outside the floodplain;
- (5) Correction of discrepancies between the water surface profiles and floodplain maps;
- (6) Any upgrade to a floodplain zoning ordinance text required by s. NR 116.05, Wis. Adm. Code, or otherwise required by law, or for changes by the municipality; and
- (7) All channel relocations and changes to the maps to alter floodway lines or to remove an area from the floodway or the floodfringe that is based on a base flood elevation from a FIRM requires prior approval by FEMA.

**Sec. 90-433 Procedures.**

Ordinance amendments may be made upon petition of any party according to the provisions of s. 62.23, Stats., for cities. The petitions shall include all data required by ss. 90-374 and 90-412(2). The Land Use Permit shall not be issued until a LOMR is issued by FEMA for the proposed changes.

- (1) The proposed amendment shall be referred to the zoning agency for a public hearing and recommendation to the governing body. The amendment and notice of public hearing shall be submitted to the Department Regional office for review prior to the hearing. The amendment procedure shall comply with the provisions of s. 62.23, Stats., for cities.
- (2) No amendments shall become effective until reviewed and approved by the Department.
- (3) All persons petitioning for a map amendment that obstructs flow causing any increase in the regional flood height, shall obtain flooding easements or other appropriate legal arrangements from all adversely affected property owners and notify local units of government before the amendment can be approved by the governing body.

**Secs. 90-434 - 90-443. – Reserved.**

**DIVISION 9. – ENFORCEMENT AND PENALTIES**

Sec. 90-444. – Violations.

Secs. 90-445 - 90-450. – Reserved.

**Sec. 90-444 Violations.**

Any violation of the provisions of this ordinance by any person shall be unlawful and shall be referred to the municipal attorney who shall expeditiously prosecute all such violators. A violator shall, upon conviction, forfeit to the city a penalty of not less than \$25.00 (twenty-five dollars) and not more than \$50.00 (fifty dollars), together with a taxable cost of such action. Each day of continued violation shall constitute a separate offense. Every violation of this ordinance is a public nuisance and the creation may be enjoined and the maintenance may be abated by action at suit of the municipality, the state, or any citizen thereof pursuant to s. 87.30, Stats.

**Secs. 90-445 - 90-450. – Reserved.**

**DIVISION 10. – DEFINITIONS**

Sec. 90-451. – Words and terms defined.

Secs. 90-452 - 90-460. – Reserved.

**Sec. 90-451 Words and terms defined.**

Unless specifically defined, words and phrases in this ordinance shall have their common law meaning and shall be applied in accordance with their common usage. Words used in the present tense include the future, the singular number includes the plural and the plural number includes the singular. The word "may" is permissive, "shall" is mandatory and is not discretionary.

1. A ZONES – Those areas shown on the Official Floodplain Zoning Map which would be inundated by the regional flood. These areas may be numbered or unnumbered A Zones. The A Zones may or may not be reflective of flood profiles, depending on the availability of data for a given area.
2. AH ZONE – See “AREA OF SHALLOW FLOODING”.
3. AO ZONE – See “AREA OF SHALLOW FLOODING”.
4. ACCESSORY STRUCTURE OR USE – A facility, structure, building or use which is accessory or incidental to the principal use of a property, structure or building.
5. ALTERATION – An enhancement, upgrading or substantial change or modifications other than an addition or repair to a dwelling or to electrical, plumbing, heating, ventilating, air conditioning and other systems within a structure.
6. AREA OF SHALLOW FLOODING – A designated AO, AH, AR/AO, AR/AH, or VO zone on a community’s FIRM with a 1 percent or greater annual chance of flooding to an average depth of 1 to 3 feet where a clearly defined channel does not exist, where the path of flooding is unpredictable, and where velocity flood may be evident. Such flooding is characterized by ponding or sheet flow.
7. BASE FLOOD – Means the flood having a one percent chance of being equaled or exceeded in any given year, as published by FEMA as part of a FIS and depicted on a FIRM.
8. BASEMENT – Any enclosed area of a building having its floor sub-grade, i.e., below

ground level, on all sides.

9. BUILDING – See STRUCTURE.
10. BULKHEAD LINE – A geographic line along a reach of navigable water that has been adopted by a municipal ordinance and approved by the Department pursuant to s. 30.11, Stats., and which allows limited filling between this bulkhead line and the original ordinary highwater mark, except where such filling is prohibited by the floodway provisions of this ordinance.
11. CAMPGROUND – Any parcel of land which is designed, maintained, intended or used for the purpose of providing sites for nonpermanent overnight use by 4 or more camping units, or which is advertised or represented as a camping area.
12. CAMPING UNIT – Any portable device, no more than 400 square feet in area, used as a temporary shelter, including but not limited to a camping trailer, motor home, bus, van, pick-up truck, or tent that is fully licensed, if required, and ready for highway use.
13. CERTIFICATE OF COMPLIANCE – A certification that the construction and the use of land or a building, the elevation of fill or the lowest floor of a structure is in compliance with all of the provisions of this ordinance.
14. CHANNEL – A natural or artificial watercourse with definite bed and banks to confine and conduct normal flow of water.
15. CRAWLWAYS OR "CRAWL SPACE" – An enclosed area below the first usable floor of a building, generally less than five feet in height, used for access to plumbing and electrical utilities.
16. DECK – An unenclosed exterior structure that has no roof or sides, but has a permeable floor which allows the infiltration of precipitation.
17. DEPARTMENT – The Wisconsin Department of Natural Resources.
18. DEVELOPMENT – Any artificial change to improved or unimproved real estate, including, but not limited to, the construction of buildings, structures or accessory structures; the construction of additions or alterations to buildings, structures or accessory structures; the repair of any damaged structure or the improvement or renovation of any structure, regardless of percentage of damage or improvement; the placement of buildings or structures; subdivision layout and site preparation; mining, dredging, filling, grading, paving, excavation or drilling operations; the storage, deposition or extraction of materials or equipment; and the installation, repair or removal of public or private sewage disposal systems or water supply facilities.
19. DRYLAND ACCESS – A vehicular access route which is above the regional flood elevation and which connects land located in the floodplain to land outside the floodplain, such as a road with its surface above regional flood elevation and wide enough for wheeled rescue and relief vehicles.
20. ENCROACHMENT – Any fill, structure, equipment, use or development in the floodway.

21. FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) – The federal agency that administers the National Flood Insurance Program.
22. FLOOD INSURANCE RATE MAP (FIRM) – A map of a community on which the Federal Insurance Administration has delineated both the floodplain and the risk premium zones applicable to the community. This map can only be amended by the Federal Emergency Management Agency.
23. FLOOD or FLOODING – A general and temporary condition of partial or complete inundation of normally dry land areas caused by one of the following conditions:
  - The overflow or rise of inland waters;
  - The rapid accumulation or runoff of surface waters from any source;
  - The inundation caused by waves or currents of water exceeding anticipated cyclical levels along the shore of Lake Michigan or Lake Superior; or
  - The sudden increase caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as a seiche, or by some similarly unusual event.
24. FLOOD FREQUENCY – The probability of a flood occurrence which is determined from statistical analyses. The frequency of a particular flood event is usually expressed as occurring, on the average once in a specified number of years or as a percent (%) chance of occurring in any given year.
25. FLOODFRINGE – That portion of the floodplain outside of the floodway which is covered by flood waters during the regional flood and associated with standing water rather than flowing water.
26. FLOOD HAZARD BOUNDARY MAP (FHBM) – A map designating approximate flood hazard areas. Flood hazard areas are designated as unnumbered A-Zones and do not contain floodway lines or regional flood elevations. This map forms the basis for both the regulatory and insurance aspects of the National Flood Insurance Program (NFIP) until superseded by a Flood Insurance Study and a Flood Insurance Rate Map.
27. FLOOD INSURANCE STUDY (FIS) – A technical engineering examination, evaluation, and determination of the local flood hazard areas. It provides maps designating those areas affected by the regional flood and provides both flood insurance rate zones and base flood elevations and may provide floodway lines. The flood hazard areas are designated as numbered and unnumbered A-Zones. Flood Insurance Rate Maps, that accompany the Flood Insurance Study, form the basis for both the regulatory and the insurance aspects of the National Flood Insurance Program.
28. FLOODPLAIN – Land which has been or may be covered by flood water during the regional flood. It includes the floodway and the floodfringe, and may include other designated floodplain areas for regulatory purposes.
29. FLOODPLAIN ISLAND – A natural geologic land formation within the floodplain that is surrounded, but not covered, by floodwater during the regional flood.
30. FLOODPLAIN MANAGEMENT – Policy and procedures to insure wise use of

floodplains, including mapping and engineering, mitigation, education, and administration and enforcement of floodplain regulations.

31. FLOOD PROFILE – A graph or a longitudinal profile line showing the relationship of the water surface elevation of a flood event to locations of land surface elevations along a stream or river.
32. FLOODPROOFING – Any combination of structural provisions, changes or adjustments to properties and structures, water and sanitary facilities and contents of buildings subject to flooding, for the purpose of reducing or eliminating flood damage.
33. FLOOD PROTECTION ELEVATION – An elevation of two feet of freeboard above the water surface profile elevation designated for the regional flood. (Also see: FREEBOARD.)
34. FLOOD STORAGE – Those floodplain areas where storage of floodwaters has been taken into account during analysis in reducing the regional flood discharge.
35. FLOODWAY – The channel of a river or stream and those portions of the floodplain adjoining the channel required to carry the regional flood discharge.
36. FREEBOARD – A safety factor expressed in terms of a specified number of feet above a calculated flood level. Freeboard compensates for any factors that cause flood heights greater than those calculated, including ice jams, debris accumulation, wave action, obstruction of bridge openings and floodways, the effects of watershed urbanization, loss of flood storage areas due to development and aggregation of the river or stream bed.
37. HABITABLE STRUCTURE – Any structure or portion thereof used or designed for human habitation.
38. HEARING NOTICE – Publication or posting meeting the requirements of Ch. 985, Stats. For appeals, a Class 1 notice, published once at least one week (7 days) before the hearing, is required. For all zoning ordinances and amendments, a Class 2 notice, published twice, once each week consecutively, the last at least a week (7 days) before the hearing. Local ordinances or bylaws may require additional notice, exceeding these minimums.
39. HIGH FLOOD DAMAGE POTENTIAL – Damage that could result from flooding that includes any danger to life or health or any significant economic loss to a structure or building and its contents.
40. HIGHEST ADJACENT GRADE – The highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.
41. HISTORIC STRUCTURE – Any structure that is either:
  - Listed individually in the National Register of Historic Places or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
  - Certified or preliminarily determined by the Secretary of the Interior as contributing to the

historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;

- Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or
  - Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either by an approved state program, as determined by the Secretary of the Interior; or by the Secretary of the Interior in states without approved programs.
42. INCREASE IN REGIONAL FLOOD HEIGHT – A calculated upward rise in the regional flood elevation greater than 0.00 foot, based on a comparison of existing conditions and proposed conditions which is directly attributable to development in the floodplain but not attributable to manipulation of mathematical variables such as roughness factors, expansion and contraction coefficients and discharge.
43. LAND USE – Any nonstructural use made of unimproved or improved real estate. (Also see DEVELOPMENT.)
44. LOWEST ADJACENT GRADE – Elevation of the lowest ground surface that touches any of the exterior walls of a building.
45. LOWEST FLOOR – The lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor; provided that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of 44 CFR 60.3.
46. MAINTENANCE – The act or process of restoring to original soundness, including redecorating, refinishing, non structural repairs, or the replacement of existing fixtures, systems or equipment with equivalent fixtures, systems or structures.
47. MANUFACTURED HOME – A structure transportable in one or more sections, which is built on a permanent chassis and is designed to be used with or without a permanent foundation when connected to required utilities. The term "manufactured home" includes a mobile home but does not include a "mobile recreational vehicle."
48. MOBILE/MANUFACTURED HOME PARK OR SUBDIVISION – A parcel (or contiguous parcels) of land, divided into two or more manufactured home lots for rent or sale.
49. MOBILE/MANUFACTURED HOME PARK OR SUBDIVISION, EXISTING – A parcel of land, divided into two or more manufactured home lots for rent or sale, on which the construction of facilities for servicing the lots is completed before the effective date of this ordinance. At a minimum, this would include the installation of utilities, the construction of streets and either final site grading or the pouring of concrete pads.
50. MOBILE/MANUFACTURED HOME PARK, EXPANSION TO EXISTING – The preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed. This includes installation of utilities, construction of streets and either final site grading, or the pouring of concrete pads.

51. MOBILE RECREATIONAL VEHICLE – A vehicle which is built on a single chassis, 400 square feet or less when measured at the largest horizontal projection, designed to be self-propelled, carried or permanently towable by a licensed, light-duty vehicle, is licensed for highway use if registration is required and is designed primarily not for use as a permanent dwelling, but as temporary living quarters for recreational, camping, travel or seasonal use. Manufactured homes that are towed or carried onto a parcel of land, but do not remain capable of being towed or carried, including park model homes, do not fall within the definition of "mobile recreational vehicles."
52. MODEL, CORRECTED EFFECTIVE – A hydraulic engineering model that corrects any errors that occur in the Duplicate Effective Model, adds any additional cross sections to the Duplicate Effective Model, or incorporates more detailed topographic information than that used in the current effective model.
53. MODEL, DUPLICATE EFFECTIVE – A copy of the hydraulic analysis used in the effective FIS and referred to as the effective model.
54. MODEL, EFFECTIVE – The hydraulic engineering model that was used to produce the current effective Flood Insurance Study.
55. MODEL, EXISTING (PRE-PROJECT) – A modification of the Duplicate Effective Model or Corrected Effective Model to reflect any man made modifications that have occurred within the floodplain since the date of the effective model but prior to the construction of the project for which the revision is being requested. If no modification has occurred since the date of the effective model, then this model would be identical to the Corrected Effective Model or Duplicate Effective Model.
56. MODEL, REVISED (POST-PROJECT) – A modification of the Existing or Pre-Project Conditions Model, Duplicate Effective Model or Corrected Effective Model to reflect revised or post-project conditions.
57. MUNICIPALITY" or "MUNICIPAL – The county, city or village governmental units enacting, administering and enforcing this zoning ordinance.
58. NAVD" or "NORTH AMERICAN VERTICAL DATUM – Elevations referenced to mean sea level datum, 1988 adjustment.
59. NGVD or NATIONAL GEODETIC VERTICAL DATUM – Elevations referenced to mean sea level datum, 1929 adjustment.
60. NEW CONSTRUCTION – For floodplain management purposes, "new construction" means structures for which the start of construction commenced on or after the effective date of floodplain zoning regulations adopted by this community and includes any subsequent improvements to such structures. For the purpose of determining flood insurance rates, it includes any structures for which the "start of construction" commenced on or after the effective date of an initial FIRM or after December 31, 1974, whichever is later, and includes any subsequent improvements to such structures.
61. NONCONFORMING STRUCTURE – An existing lawful structure or building which is not in conformity with the dimensional or structural requirements of this ordinance for the

area of the floodplain which it occupies. (For example, an existing residential structure in the floodfringe district is a conforming use. However, if the lowest floor is lower than the flood protection elevation, the structure is nonconforming.)

62. **NONCONFORMING USE** – An existing lawful use or accessory use of a structure or building which is not in conformity with the provisions of this ordinance for the area of the floodplain which it occupies. (Such as a residence in the floodway.)
63. **OBSTRUCTION TO FLOW** – Any development which blocks the conveyance of floodwaters such that this development alone or together with any future development will cause an increase in regional flood height.
64. **OFFICIAL FLOODPLAIN ZONING MAP** – That map, adopted and made part of this ordinance, as described in s. 1.5(2), which has been approved by the Department and FEMA.
65. **OPEN SPACE USE** – Those uses having a relatively low flood damage potential and not involving structures.
66. **ORDINARY HIGHWATER MARK** – The point on the bank or shore up to which the presence and action of surface water is so continuous as to leave a distinctive mark such as by erosion, destruction or prevention of terrestrial vegetation, predominance of aquatic vegetation, or other easily recognized characteristic.
67. **PERSON** – An individual, or group of individuals, corporation, partnership, association, municipality or state agency.
68. **PRIVATE SEWAGE SYSTEM** – A sewage treatment and disposal system serving one structure with a septic tank and soil absorption field located on the same parcel as the structure. It also means an alternative sewage system approved by the Department of Commerce, including a substitute for the septic tank or soil absorption field, a holding tank, a system serving more than one structure or a system located on a different parcel than the structure.
69. **PUBLIC UTILITIES** – Those utilities using underground or overhead transmission lines such as electric, telephone and telegraph, and distribution and collection systems such as water, sanitary sewer and storm sewer.
70. **REASONABLY SAFE FROM FLOODING** – Means base flood waters will not inundate the land or damage structures to be removed from the floodplain and that any subsurface waters related to the base flood will not damage existing or proposed buildings.
71. **REGIONAL FLOOD** – A flood determined to be representative of large floods known to have occurred in Wisconsin. A regional flood is a flood with a one percent chance of being equaled or exceeded in any given year, and if depicted on the FIRM, the RFE is equivalent to the BFE.
72. **START OF CONSTRUCTION** – The date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or

other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond initial excavation, or the placement of a manufactured home on a foundation.

Permanent construction does not include land preparation, such as clearing, grading and filling, nor does it include the installation of streets and/or walkways, nor does it include excavation for a basement, footings, piers or foundations or the erection of temporary forms, nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For an alteration, the actual start of construction means the first alteration of any wall, ceiling, floor or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

73. STRUCTURE – Any manmade object with form, shape and utility, either permanently or temporarily attached to, placed upon or set into the ground, stream bed or lake bed, including, but not limited to, roofed and walled buildings, gas or liquid storage tanks, bridges, dams and culverts.
74. SUBDIVISION – Has the meaning given in s. 236.02(12), Wis. Stats.
75. SUBSTANTIAL DAMAGE – Damage of any origin sustained by a structure, whereby the cost of restoring the structure to its pre-damaged condition would equal or exceed 50 percent of the equalized assessed value of the structure before the damage occurred.
76. SUBSTANTIAL IMPROVEMENT – Any repair, reconstruction, rehabilitation, addition or improvement of a building or structure, the cost of which equals or exceeds 50 percent of the equalized assessed value of the structure before the improvement or repair is started. If the structure has sustained substantial damage, any repairs are considered substantial improvement regardless of the work performed. The term does not, however, include either any project for the improvement of a building required to correct existing health, sanitary or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions; or any alteration of a historic structure provided that the alteration will not preclude the structure's continued designation as a historic structure.
77. UNNECESSARY HARDSHIP – Where special conditions affecting a particular property, which were not self-created, have made strict conformity with restrictions governing areas, setbacks, frontage, height or density unnecessarily burdensome or unreasonable in light of the purposes of the ordinance.
78. VARIANCE – An authorization by the board of adjustment or appeals for the construction or maintenance of a building or structure in a manner which is inconsistent with dimensional standards (not uses) contained in the floodplain zoning ordinance.
79. VIOLATION – The failure of a structure or other development to be fully compliant with the floodplain zoning ordinance. A structure or other development without required permits, lowest floor elevation documentation, floodproofing certificates or required floodway encroachment calculations is presumed to be in violation until such time as that documentation is provided.

80. WATERSHED – The entire region contributing runoff or surface water to a watercourse or body of water.

81. WATER SURFACE PROFILE – A graphical representation showing the elevation of the water surface of a watercourse for each position along a reach of river or stream at a certain flood flow. A water surface profile of the regional flood is used in regulating floodplain areas.

82. WELL – means an excavation opening in the ground made by digging, boring, drilling, driving or other methods, to obtain groundwater regardless of its intended use.

**Secs. 90-452 - 90-460. – Reserved.**

This Ordinance shall take effect upon passage and publication thereof.

Dated this 12<sup>th</sup> day of July, 2012.

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Kenneth H. Jahn, Mayor

Attest:

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Marie A. Moe, WCPC, MMC, City Clerk

First and second readings:  
Rules suspended by motion:  
Third reading:  
Passed:  
Published:

Ordinance requested by:  
Legislative and Regulatory Committee

**CITY CHARTER ORDINANCE NO. 12-009**

A Charter Ordinance repealing and recreating Section 2-33 of the Portage Code of Ordinances thereby establishing the term of office for alderpersons.

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

1. Section 2-33 of the Portage Code of Ordinances is hereby amended to read as follows:

**"Section 2-33 – ALDERPERSONS.**

The City shall have nine (9) Alderpersons. The Mayor and Alderpersons shall constitute the Common Council. Pursuant to Charter Ordinance, one Alderperson shall be elected (see Wis. Stats. §62.09(1)(b)) from each aldermanic district.

Commencing with the candidate elected at the regular spring election in April, 2013, and in accordance with the following schedule, the term of office of Alderperson shall be three (3) years. The schedule is as follows:

<b><u>2013</u></b>	<b><u>2014</u></b>	<b><u>2015</u></b>
Aldermanic District # _____ 3 years	Aldermanic District # _____ 3 years	Aldermanic District # _____ 3 years
	Aldermanic District # _____ 3 years	Aldermanic District # _____ 3 years
	Aldermanic District # _____ 3 years	Aldermanic District # _____ 3 years

**2016**

Aldermanic District # \_\_\_\_\_  
3 years  
Aldermanic District # \_\_\_\_\_  
3 years

"

2. Any charter provision or any previously inactive Ordinance or Charter Ordinance inconsistent or in conflict herewith is hereby expressly repealed.

3. This Charter Ordinance shall take effect sixty (60) days after its passage and publication subject to the provisions of Section 66.01, Wis. Stats.

Passed this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Kenneth H. Jahn, Mayor

Attest:

\_\_\_\_\_  
Marie A. Moe, WCPC/MMC City Clerk  
Ordinance requested by:  
Committee of the Whole

**RESOLUTION 12-035**

**RESOLUTION APPROVING SUBMITTING THE ATTACHED CHARTER ORDINANCE 12-009 TO A REFERENDUM AT THE NOVEMBER 6, 2012 GENERAL ELECTION PURSUANT TO WISCONSIN STATUTE §66.0101(7) AND §9.20(4)**

**WHEREAS**, the Common Council of the City of Portage wants to give the citizens of the City of Portage the opportunity to determine whether or not it wishes to adopt Charter Ordinance 12-009 to change the term of the office of Alderpersons of the City of Portage from two (2) years to three (3) years; and

**WHEREAS**, the new term for the office of the Alderpersons of the City of Portage will become effective if approved by a majority of the electors voting in such a referendum.

**NOW, THEREFORE, IT IS HEREBY RESOLVED** that the attached proposed Charter Ordinance shall be submitted to the electors of the City of Portage at the general election on November 6, 2012, by presenting the following question with a concise statement as to the nature of the same, all pursuant to Wisconsin Statutes §66.0101(7) and Wisconsin Statutes §9.20(4) to (6).

Question: Shall the Charter of the City of Portage be amended to change the term of the office of the Alderperson of the City of Portage from two (2) years to three (3) years?

**BE IT FURTHER RESOLVED** that the Clerk shall take all steps necessary and provide all necessary notices to accomplish the intent of this Resolution.

**DATED** this \_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Kenneth H. Jahn, Mayor

Attest:

\_\_\_\_\_  
Marie Moe, WCPC/MMC, City Clerk

Resolution requested by:  
Committee of the Whole