

City of Portage
Finance/Administration Committee Meeting
(This meeting will constitute a meeting of the Community Development
Block Grant Committee.)
Monday October 1, 2012, 6:00 p.m.
Municipal Building, Conference Room One
Agenda

Members: Rick Dodd, Chairperson; Kenneth A. Ebnetter, Carolyn Hamre, Marty Havlovic, Doug Klapper

1. Roll Call
2. Approval of minutes from September 4, and 13, 2012
3. Discussion and possible action on subordination #12-02
4. Discussion on Police Department 2013 budget proposal
5. Discussion and possible action on assessor agreement
6. Discussion and possible action on funding for the lower level Conant street parking lot closure
7. Discussion and possible action on the Hwy 16/E. Wisconsin street Agreement
8. Discussion and possible action on Change order #2 for contract 12-003, 2012 water main and sanitary sewer.
9. Discussion and possible action on second floor security upgrades
10. Discussion and possible action on surplus property
11. Discussion and possible action on 2014 Taxi agreement.
12. Discussion and possible action on Cardinal Glass and PEC agreement
13. Discussion on bank reconciliations (2012) and 2011 audit status
14. Adjournment

Rick Dodd, Chairperson

City of Portage
Finance/Administration Committee Meeting
(This meeting will constitute a meeting of the Community Development Block Grant
Committee)
Tuesday, September 4, 2012, 6:00 p.m.
Municipal Building, Conference room One
Minutes

Members: Rick Dodd, Chairperson; Kenneth A. Ebnetter, Carolyn Hamre, Marty Havlovic, Doug Klapper

1. Roll Call

Meeting called to order by Chairperson Dodd at 6:00 p.m.

Present: Dodd, Ebnetter, Havlovic, Klapper

Excused: Hamre

Others present – Mayor Ken Jahn, City Clerk Marie Moe, Councilperson Rita Maass, Fire Chief Clayton and Craig Sauer, Portage Daily Register.

Quorum was established and meeting was posted according to Wisconsin State Statutes regarding open meeting law.

2. Approval of minutes from August 20, 2012 meeting

Moved by Klapper to approve the minutes of the August 20, 2012 meeting; second by Ebnetter. Motion passed 4-0 on a roll call vote.

3. Discussion and possible action on recording secretary

Motion by Klapper to nominate Havlovic as recording secretary; second by Ebnetter. Motion passed on a roll call vote with Havlovic abstaining.

4. Discussion and possible action on reconsideration of block grant

Moved by Klapper to recommend to City Council a loan of \$15,975 for applicant #17; second by Dodd. Motion passed 4-0 on a roll call vote.

Moved by Klapper to recommend to City Council a loan of \$10,035 to applicant #1; second by Dodd. Motion passed 4-0 on a roll call vote.

Moved by Havlovic to recommend to City Council a loan of \$6,825 to applicant #2; second by Klapper. Motion passed 4-0 on a roll call vote.

5. Discussion and possible action on block grant applications

No new ones.

6. Discussion and possible action on community development block grant procedures manual

Moved by Havlovic to approve the 2012-2014 Community Development Block Grant Procedures manual as submitted; second by Klapper. Motion passed 4-0 on a roll call vote.

7. Discussion on Fire Department 2013 budget

Discussion only.

- 8. Discussion and possible action on training request from Police Department**
Moved by Klapper to approve training request submitted; second by Havlovic. Motion passed 4-0 on a roll call vote.
- 9. Discussion and possible action on appropriation of funds for conference room presentation displays**
Moved by Havlovic to recommend the purchase of 2 currently available model monitors not to exceed \$4,600; second by Klapper. Motion passed 4-0 on a roll call vote.
- 10. Discussion and possible action on appropriation of funds for front lobby meeting display**
No action taken, more study on possible alternatives.
- 11. Discussion and possible action on appropriation of funds for VASI or PAPI light**
Moved by Klapper to transfer \$5800 from 100-20-53510-510 to 100-20-53510-840 and \$13,505 from surplus to 100-20-53510-840 for a total of \$19,305; second by Havlovic. Motion passed 4-0 on a roll call vote.
- 12. Discussion on investigation of insurance providers process, timeline, updates**
No action taken, discussion will continue.
- 13. Discussion and possible action on appropriation of funds for municipal court office updates**
Moved by Klapper to transfer \$633 from surplus into building account 100-02-51600-340 for remodeling of door and window; second by Ebnetter. Motion passed 4-0 on a roll call vote.
- 14. Discussion and possible action on funding for Historic Indian Agency House**
Moved by Klapper to recommend \$15,000 in 2013 budget for Historic Indian Agency House; second by Havlovic. Motion passed 4-0 on a roll call vote.
- 15. Discussion and possible action on Contract 12-009B Hamilton Street and Cass Street resurfacing**
Moved by Klapper to recommend awarding contract 12-009B to Gasser Construction for \$83,909; second by Dodd. Motion passed 4-0 on a roll call vote.
- 16. Discussion and possible action on Contract 12-010 East Wisconsin Street resurfacing**
Moved by Klapper to recommend awarding contract 12-010 to Gasser Construction for \$176,475; second by Dodd. Motion passed 4-0 on a roll call vote.
- 17. Discussion on bank reconciliations (2012) and 2011 audit status**

Police - Administration

City of Portage

Detailed Budget Report

<i>Police Admin</i>		<i>2010</i>	<i>2011</i>	<i>2012</i>	<i>2012</i>	<i>2013</i>	<i>Higher (Lower) 12 Bdgt</i>	
<i>Fund 100 Dept 10 Object 52110</i>		<i>Actual</i>	<i>Actual</i>	<i>Budget</i>	<i>Actual 6 mo</i>	<i>Budget</i>	<i>13 Bdgt vs</i>	<i>13 Bdgt vs</i>
<i>Account Description</i>							<i>12 Bdgt</i>	<i>12 Bdgt</i>
110	WAGES-FULLTIME	\$ 204,622	\$ 210,813	\$ 213,991	\$ 104,296	\$ 215,450	\$ 1,459	0.68%
111	WAGES-PARTTIME	\$ 2,483	\$ 260	\$ 3,625	\$ 120		\$ (3,625)	(1.00)
112	OVERTIME COMPENSATION	\$ 710	\$ 267	\$ 683	\$ -	\$ 675	\$ (8)	(0.01)
115	LONGEVITY	\$ 1,700	\$ 1,775	\$ 1,775	\$ -	\$ 1,775	\$ -	0.00
130	HEALTH INSURANCE	\$ 46,572	\$ 51,138	\$ 44,661	\$ 23,842	\$ 44,661	\$ (0)	(0.00)
131	TERM LIFE INSURANCE	\$ 1,010	\$ 923	\$ 1,005	\$ 421	\$ 1,004	\$ (1)	(0.00)
132	DENTAL INSURANCE	\$ 1,797	\$ 1,892	\$ 1,920	\$ 994	\$ 1,920	\$ -	0.00
133	UNIFORM ALLOWANCE	\$ 1,400	\$ 1,400	\$ 1,400	\$ -	\$ 1,400	\$ -	0.00
	<i>CHIEF \$425</i>							
	<i>SECRETARIES \$550</i>							
	<i>ASST CHIEF \$425</i>							
134	INCOME CONTINUATION INS	\$ 483	\$ 476	\$ 492	\$ 251	\$ 492	\$ 0	0.00
136	RETIREE BENEFITS	\$ -	\$ -	\$ -	\$ -	\$ -		
140	EMPLOYEE ASSISTANCE PROGRAM	\$ 132	\$ 150	\$ 175	\$ 132	\$ 175	\$ -	0.00
150	RETIREMENT	\$ 29,663	\$ 29,938	\$ 28,497	\$ 13,626	\$ 28,368	\$ (129)	(0.00)
151	FICA	\$ 15,721	\$ 15,930	\$ 16,943	\$ 7,671	\$ 16,776	\$ (167)	(0.01)
153	SICK/VACATION ACCRUAL	\$ 348	\$ (259)	\$ -	\$ -			
201	DRUG/ALCOHOL TESTING	\$ -	\$ 107	\$ -	\$ -			
210	HARDWARE MAINTENANCE	\$ 2,530	\$ 5,126	\$ 4,000	\$ 1,976	\$ 4,000	\$ -	0.00
211	SOFTWARE SUPPORT	\$ 11,504	\$ 12,261	\$ 12,363	\$ 7,729	\$ 17,183	\$ 4,820	0.39
	<i>Vision Mobile Squad Computers \$5,324</i>							
	<i>ITI RMS & Squad Computers \$6,324</i>							
	<i>Columbia County MIS \$1,695</i>							
	<i>Air cards for squads \$3,840</i>							
212	OFFICE EQUIPMENT MAINT	\$ 898	\$ 811	\$ 1,300	\$ 375	\$ 1,300	\$ -	0.00
216	ASSOCIATION DUES	\$ 255	\$ 280	\$ 255	\$ 255	\$ 255	\$ -	0.00
	<i>MISC \$230</i>							
	<i>COL CO CHIEF'S \$25</i>							
219	OTHER PROFESSIONAL SERVICES	\$ -	\$ 421	\$ 1,000	\$ -	\$ 1,000	\$ -	0.00
	<i>NEGOTIATIONS \$1000</i>							
221	ELECTRICITY & GAS	\$ 24,840	\$ 22,051	\$ 23,587	\$ 10,706	\$ 22,000	\$ (1,587)	(0.07)
222	WATER & SEWER CHARGES	\$ 10,428	\$ 729	\$ 650	\$ 332	\$ 700	\$ 50	0.08
232	HVAC MAINTENANCE	\$ 3,517	\$ -	\$ 2,700	\$ -	\$ 2,700	\$ -	0.00
290	TRAINING	\$ 819	\$ 409	\$ 800	\$ -	\$ 700	\$ (100)	(0.13)
	<i>Mid-Winter CONF \$150</i>							
	<i>Emergency Management \$200</i>							
	<i>SECRETARY \$200</i>							
	<i>MISC MGT \$150</i>							

Police - Administration

City of Portage

Detailed Budget Report

<i>Police Admin</i>		<i>2010</i>	<i>2011</i>	<i>2012</i>	<i>2012</i>	<i>2013</i>	<i>Higher (Lower) 12 Bdgt</i>	
<i>Fund 100 Dept 10 Object 52110</i>		<i>Actual</i>	<i>Actual</i>	<i>Budget</i>	<i>Actual 6 mo</i>	<i>Budget</i>	<i>13 Bdgt vs</i>	<i>13 Bdgt vs</i>
<i>Account Description</i>							<i>12 Bdgt</i>	<i>12 Bdgt</i>
291	POSTAGE	\$ 1,405	\$ 1,664	\$ 1,400	\$ 531	\$ 1,300	\$ (100)	(0.07)
292	PRINTING, PUBLISHING	\$ 1,051	\$ 1,012	\$ 1,500	\$ 468	\$ 1,200	\$ (300)	(0.20)
294	OTHER CONTRACTURAL SERVICES	\$ 11,526	\$ 13,289	\$ 13,984	\$ 4,528	\$ 13,725	\$ (259)	(0.02)
	<i>COMM SERVICE \$2,237</i>							
	<i>BLOOD DRAWS \$6,000</i>							
	<i>HIRING COSTS \$1000</i>							
	<i>RADAR CALIBRATION \$350</i>							
	<i>LICENSE CHECKS \$750</i>							
	<i>TOW SERVICES \$300</i>							
	<i>LEADS ONLINE (PAWN SHOPS) \$2,238</i>							
	<i>MISC \$850</i>							
310	OFFICE SUPPLIES	\$ 9,240	\$ 6,825	\$ 7,500	\$ 3,047	\$ 7,300	\$ (200)	(0.03)
320	PUBLICATIONS, SUBSCRIPTIONS	\$ 84	\$ 43	\$ 150	\$ -	\$ 100	\$ (50)	(0.33)
340	OPERATING SUPPLIES	\$ 1,360	\$ 627	\$ 600	\$ 134	\$ 500	\$ (100)	(0.17)
510	GENERAL LIABILITY INS	\$ 30,239	\$ 29,488	\$ 30,565	\$ 22,683	\$ 31,000	\$ 435	0.01
511	WORKMEN'S COMPENSATION INS	\$ 34,790	\$ 38,556	\$ 46,261	\$ 32,855	\$ 44,000	\$ (2,261)	(0.05)
512	PROPERTY INSURANCE	\$ 1,305	\$ 1,096	\$ 1,948	\$ 1,298	\$ 1,950	\$ 2	0.00
514	BOILER & MACHINERY INS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00
520	SURETY BONDS	\$ 140	\$ 140	\$ 140	\$ -	\$ 140	\$ -	0.00
540	DEPRECIATION	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00
823	OFFICE FURNISHINGS & EQUIP	\$ -	\$ 933	\$ 1,200	\$ -	\$ 1,000	\$ (200)	(0.17)
840	EQUIPMENT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00
860	SMALL EQUIPMENT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00
870	COMPUTER HARDWARE	\$ 4,439	\$ 1,107	\$ 1,200	\$ 122	\$ 1,500	\$ 300	0.25
880	COMPUTER SOFTWARE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00
TOTAL POLICE ADMIN		\$ 457,012	\$ 451,677	\$ 468,269	\$ 238,390	\$ 466,249	\$ (2,020)	(0.00)
TRANSFER TO VEH REPL								
1001059242000	TRANSFER TO VEHICLE REPL	\$ 19,934	\$ -	\$ 25,000	\$ -	\$ -	\$ (25,000)	(1.00)
TOTAL TRANSFER TO VEH REPL		\$ 19,934	\$ -	\$ 25,000	\$ -	\$ -	\$ (25,000)	(1.00)
TOTAL POLICE ADMIN		\$ 476,946	\$ 451,677	\$ 493,269	\$ 238,390	\$ 466,249	\$ (27,020)	-5.48%

Police - Patrol
City of Portage
Detailed Budget Report

PATROL		2010	2011	2012	2012	2013	Higher (Lower) 12 Bdgt		
Fund 100 Dept 10 Object 52120		Actual	Actual	Budget	Actual 6 mo	Budget	13 Bdgt vs	13 Bdgt vs	
Account Description							12 Bdgt	12 Bdgt	
110	WAGES-FULLTIME	\$ 862,989	\$ 862,914	\$ 908,730	\$ 463,268	\$ 945,842	\$ 37,112	4.08%	
111	WAGES-PARTTIME								
112	OVERTIME COMPENSATION	\$ 57,644	\$ 76,422	\$ 55,461	\$ 21,962	\$ 59,753	\$ 4,292	7.74%	
115	LONGEVITY	\$ 1,775	\$ 825	\$ 825	\$ -	\$ 825	\$ -	0.00%	
129	OTHER PROFESSIONAL SERVICES	\$ -	\$ -	\$ -	\$ -				
130	HEALTH INSURANCE	\$ 219,629	\$ 221,757	\$ 201,312	\$ 105,099	\$ 201,312	\$ 0	0.00%	
131	TERM LIFE INSURANCE	\$ 1,888	\$ 1,482	\$ 1,562	\$ 601	\$ 1,815	\$ 253	16.22%	
132	DENTAL INSURANCE	\$ 7,945	\$ 7,915	\$ 8,160	\$ 4,118	\$ 8,160	\$ -	0.00%	
133	UNIFORM ALLOWANCE	\$ 8,377	\$ 9,572	\$ 8,825	\$ 3,096	\$ 8,825	\$ -	0.00%	
134	INCOME CONTINUATION INS	\$ 2,292	\$ 2,201	\$ 2,340	\$ 1,093	\$ 2,330	\$ (10)	-0.44%	
135	VISION INSURANCE	\$ -	\$ -	\$ -	\$ -	\$ -			
136	RETIREE BENEFITS	\$ -	\$ 10,826	\$ 13,140	\$ 8,605	\$ 34,418	\$ 21,278	161.94%	
150	RETIREMENT	\$ 146,062	\$ 158,141	\$ 158,005	\$ 79,304	\$ 158,693	\$ 688	0.44%	
151	FICA	\$ 69,606	\$ 63,424	\$ 74,499	\$ 34,899	\$ 77,666	\$ 3,167	4.25%	
153	SICK/VACATION ACCRUAL	\$ 1,412	\$ 1,748	\$ -	\$ -				
211	SOFTWARE SUPPORT	\$ -	\$ -	\$ -	\$ -				
219	OTHER PROFESSIONAL SERVICES	\$ -	\$ 48	\$ 500	\$ -		\$ (500)	-100.00%	
240	VEHICLE & EQUIPMENT MAINT	\$ 5,779	\$ 6,791	\$ 9,050	\$ 3,322	\$ 8,375	\$ (675)	-7.46%	
	<i>SQUAD CONV \$1,700 (ONE MARKED/ONE UNMARKED SQUAD)</i>								
	<i>SQUAD MARKINGS \$375 x 1</i>								
	<i>INSURANCE DED \$1,000</i>								
	<i>AUTO GLASS \$300</i>								
	<i>DEALERSHIP SVC \$5,000</i>								
290	TRAINING	\$ 3,510	\$ 3,525	\$ 4,750	\$ 1,658	\$ 4,450	\$ (300)	-6.32%	
	<i>DEPT IN SERV \$1,500</i>								
	<i>WAWP TRNG \$300</i>								
	<i>TRIAD \$435</i>								
	<i>RANGE INSTRUCTOR \$200</i>								
	<i>RADAR CERT \$200</i>								
	<i>SFST \$200</i>								
	<i>LINE SUPERVISOR \$300</i>								
	<i>MGT TRNG \$500</i>								
	<i>MISC \$500</i>								

Police - Patrol
 City of Portage
 Detailed Budget Report

<i>PATROL</i>	<i>2010</i>	<i>2011</i>	<i>2012</i>	<i>2012</i>	<i>2013</i>	<i>Higher (Lower) 12 Bdgt</i>	
<i>Fund 100 Dept 10 Object 52120</i>	<i>Actual</i>	<i>Actual</i>	<i>Budget</i>	<i>Actual 6 mo</i>	<i>Budget</i>	<i>13 Bdgt vs</i>	<i>13 Bdgt vs</i>
<i>Account Description</i>						<i>12 Bdgt</i>	<i>12 Bdgt</i>
<i>FOOD/LODGING \$565</i>							

Police - Patrol
City of Portage
Detailed Budget Report

PATROL		2010	2011	2012	2012	2013	Higher (Lower) 12 Bdgt	
Fund 100 Dept 10 Object 52120		Actual	Actual	Budget	Actual 6 mo	Budget	13 Bdgt vs	13 Bdgt vs
Account Description							12 Bdgt	12 Bdgt
340	OPERATING SUPPLIES	\$ 4,869	\$ 5,378	\$ 5,200	\$ 3,132	\$ 5,200	\$ -	0.00%
	SAFETY EQUIP \$1,000							
	RANGE COSTS \$2,700							
	MISC \$1,500							
341	VEHICLE/EQUIP MAINT SUPPLES	\$ 11,212	\$ 11,325	\$ 12,000	\$ 6,228	\$ 14,000	\$ 2,000	16.67%
	CITY GARAGE REPAIR \$9,500							
	TIRES \$4,500							
342	GASOLINE/OIL	\$ 40,228	\$ 53,454	\$ 46,000	\$ 24,984	\$ 50,000	\$ 4,000	8.70%
741	LOSSES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
790	MISCELLANEOUS EXPENSE (warrants)	\$ 700	\$ 679	\$ 750	\$ 775	\$ 1,200	\$ 450	60.00%
840	EQUIPMENT	\$ -	\$ -	\$ -	\$ 54	\$ -	\$ -	
860	SMALL EQUIPMENT	\$ 2,590	\$ 8,060	\$ 2,500	\$ 1,705	\$ 2,500	\$ -	0.00%
	BODY ARMOR PROTECTIVE VEST \$500							
	STREAMLIGHT FLASHLIGHTS \$200							
	RESCUE DISCS \$120							
	PORTABLE BREATHALYZER \$400							
	MISC \$500							
	CAPSTUN PEPPER SPRAY \$350							
	DEFIBRILLATOR BATTERIES \$430 FOR TWO							
TOTAL PATROL		\$ 1,448,506	\$ 1,506,485	\$ 1,513,608	\$ 763,902	\$ 1,585,364	\$ 71,756	4.74%

Police - Criminal Investigation

City of Portage

Detailed Budget Report

CRIMINAL INVESTIGATION		2010	2011	2012	2012	2013	Higher (Lower) 12 Bdgt		
Fund 100 Dept 10 Object 52130		Actual	Actual	Budget	Actual 6 mo	Budget	13 Bdgt vs	12 Bdgt vs	
Account Description							12 Bdgt	12 Bdgt	
110	WAGES-FULLTIME	\$ 155,210	\$ 166,633	\$ 159,450	\$ 89,157	\$ 166,988	\$ 7,538	4.73%	
112	OVERTIME COMPENSATION	\$ 8,651	\$ 8,323	\$ 5,811	\$ 586	\$ 6,968	\$ 1,157	19.91%	
115	LONGEVITY	\$ 475	\$ 500	\$ 500	\$ -	\$ 500	\$ -	0.00%	
130	HEALTH INSURANCE	\$ 37,789	\$ 40,609	\$ 36,590	\$ 20,192	\$ 36,590	\$ (0)	0.00%	
131	TERM LIFE INSURANCE	\$ 315	\$ 346	\$ 394	\$ 160	\$ 411	\$ 17	4.42%	
132	DENTAL INSURANCE	\$ 1,322	\$ 1,387	\$ 1,296	\$ 704	\$ 1,296	\$ -	0.00%	
133	UNIFORM ALLOWANCE	\$ 1,509	\$ 638	\$ 1,318	\$ 1,583	\$ 1,318	\$ 1	0.04%	
	<i>1@\$525; 1@525*70%; 1@\$425</i>								
134	INCOME CONTINUATION INS	\$ 413	\$ 422	\$ 411	\$ 219	\$ 411	\$ (0)	-0.07%	
135	VISION INSURANCE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
136	RETIREE BENEFITS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
150	RETIREMENT	\$ 26,364	\$ 29,082	\$ 28,203	\$ 15,077	\$ 29,530	\$ 1,327	4.70%	
151	FICA	\$ 12,205	\$ 13,138	\$ 12,774	\$ 6,676	\$ 13,378	\$ 604	4.73%	
153	SICK/VACATION ACCRUAL	\$ 1,632	\$ (426)	\$ -	\$ -	\$ -	\$ -		
216	ASSOCIATION DUES	\$ -	\$ 75	\$ 75	\$ -	\$ 75	\$ -	0.00%	
290	TRAINING	\$ 1,344	\$ 505	\$ 1,100	\$ 410	\$ 900	\$ (200)	-18.18%	
	<i>DRUG & HOMICIDE CONFERENCES \$900</i>								
294	OTHER CONTRACTURAL SERVICES	\$ 955	\$ 1,155	\$ 1,125	\$ -	\$ 1,125	\$ -	0.00%	
	<i>SEXUAL ASSAULT EXAMS @ MERITER \$525</i>								
	<i>TOWING \$200</i>								
	<i>BOMB SQUAD \$200</i>								
	<i>CANINE SUPPPORT \$200</i>								
340	OPERATING SUPPLIES	\$ 782	\$ 787	\$ 800	\$ 185	\$ 800	\$ -	0.00%	
	<i>EVIDENCE PROCESS \$800</i>								
390	MISCELLANEOUS SUPPLIES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
840	EQUIPMENT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
860	SMALL EQUIPMENT	\$ 495	\$ 808	\$ 800	\$ -	\$ 800	\$ -	0.00%	
	<i>MISC \$800</i>								
TOTAL CRIMINAL INVESTIGATION		\$ 249,461	\$ 263,981	\$ 250,647	\$ 134,948	\$ 261,090	\$ 10,443	4.17%	

Police - Special Services

City of Portage

Detailed Budget Report

SPECIAL SERVICES		2010	2011	2012	2012	2013	<i>Higher (Lower) 12 Bdgt</i>		
<i>Fund 100 Dept 10 Object 52140</i>		<i>Actual</i>	<i>Actual</i>	<i>Budget</i>	<i>Actual 6 mo</i>	<i>Budget</i>	<i>13 Bdgt vs</i>	<i>13 Bdgt vs</i>	
Account Description							<i>12 Bdgt</i>	<i>12 Bdgt</i>	
110	WAGES-FULLTIME	\$ 13,511	\$ 5,950	\$ 17,369	\$ 920	\$ 89,625	\$ 72,256	416.02%	
111	WAGES-PARTTIME	\$ 22,678	\$ 22,440	\$ 22,200	\$ 12,878	\$ 22,200	\$ -	0.00%	
112	OVERTIME COMPENSATION	\$ -	\$ -	\$ 569	\$ -	\$ 981	\$ 412	72.52%	
115	LONGEVITY	\$ -	\$ -	\$ -	\$ -	\$ -			
130	HEALTH INSURANCE	\$ 3,310	\$ 2,056	\$ 4,140	\$ 416	\$ 30,399	\$ 26,259	634.24%	
131	TERM LIFE INSURANCE	\$ 25	\$ 16	\$ 36	\$ 3	\$ 118	\$ 82	227.66%	
132	DENTAL INSURANCE	\$ 118	\$ 69	\$ 144	\$ 14	\$ 1,104	\$ 960	666.67%	
133	UNIFORM ALLOWANCE	\$ -	\$ -	\$ 158	\$ -	\$ 958	\$ 801	508.25%	
134	INCOME CONTINUATION INS	\$ 36	\$ 21	\$ 45	\$ 4	\$ 142	\$ 97	214.65%	
135	VISION INSURANCE	\$ -	\$ -	\$ -	\$ -	\$ -			
136	RETIREE BENEFITS	\$ -	\$ -	\$ -	\$ -	\$ 5,993	\$ 5,993	100.00%	
150	RETIREMENT	\$ 2,160	\$ 993	\$ 3,040	\$ 155	\$ 7,466	\$ 4,426	145.60%	
151	FICA	\$ 2,741	\$ 2,140	\$ 3,083	\$ 1,048	\$ 8,703	\$ 5,620	182.33%	
153	SICK/VACTION ACCRUAL	\$ 63	\$ 141	\$ -	\$ -				
290	TRAINING	\$ 70	\$ 235	\$ 275	\$ 1,439	\$ 275	\$ -	0.00%	
	<i>MISC \$150 JUVENILE CONF \$150</i>								
340	OPERATING SUPPLIES	\$ 865	\$ 3,276	\$ 1,100	\$ 388	\$ 1,100	\$ -	0.00%	
	<i>CROSSING GUARD EQUIP \$200</i>								
	<i>CITIZEN POLICE ACADEMY & POLICE CHAPLAINS & VOLUNTEERS \$600</i>								
	<i>CHILDREN'S BADGES/PENS/RULERS ETC \$300</i>								
390	MISCELLANEOUS SUPPLIES	\$ -	\$ -	\$ -	\$ -				
	TOTAL SPECIAL SERVICES	\$ 45,575	\$ 37,338	\$ 52,158	\$ 17,267	\$ 169,064	\$ 116,906	224.14%	

Police - Communications

City of Portage

Detailed Budget Report

POLICE COMMUNICATIONS		2010	2011	2012	2012	2013	Higher (Lower) 12 Bdgt	13 Bdgt vs 13 Bdgt vs
Fund 100 Dept 10 Object 52150		Actual	Actual	Budget	Actual 6 mo	Budget	12 Bdgt	12 Bdgt
Account Description								
110	WAGES-FULLTIME	\$ 212,426	\$ 170,416	\$ 66,640	\$ 24,549		\$ (66,640)	-100.00%
111	WAGES-PARTTIME	\$ -	\$ -	\$ 30,368	\$ -		\$ (30,368)	-100.00%
112	OVERTIME COMPENSATION	\$ 23,541	\$ 18,803	\$ -	\$ 775			
115	LONGEVITY	\$ 1,590	\$ 12,996	\$ -	\$ -			
130	HEALTH INSURANCE	\$ 61,468	\$ 50,901	\$ 26,258	\$ 4,540		\$ (26,258)	-100.00%
131	TERM LIFE INSURANCE	\$ 564	\$ 474	\$ 144	\$ 17		\$ (144)	-100.00%
132	DENTAL INSURANCE	\$ 2,292	\$ 1,941	\$ 960	\$ 166		\$ (960)	-100.00%
133	UNIFORM ALLOWANCE	\$ 1,375	\$ 963	\$ 800	\$ -		\$ (800)	-100.00%
134	INCOME CONTINUATION INS	\$ 585	\$ 453	\$ 97	\$ 38		\$ (97)	-100.00%
135	VISION INSURANCE	\$ -	\$ -	\$ -	\$ -			
136	RETIREE BENEFITS	\$ -	\$ 1,434	\$ -	\$ 499			
140	EMPLOYEE ASSISTANCE PROGRAM	\$ 28	\$ 33	\$ 33	\$ -		\$ (33)	-100.00%
150	RETIREMENT	\$ 26,716	\$ 23,261	\$ 3,979	\$ 1,298		\$ (3,979)	-100.00%
151	FICA	\$ 17,597	\$ 14,740	\$ 5,159	\$ 1,331		\$ (5,159)	-100.00%
153	SICK/VACATION ACCRUAL	\$ (824)	\$ 402	\$ -	\$ -			
210	HARDWARE MAINTENANCE	\$ -	\$ -	\$ 6,294	\$ 7,014		\$ (6,294)	-100.00%
219	OTHER PROFESSIONAL SERVICES	\$ -	\$ 175	\$ -	\$ -			
	<i>NEGOTIATIONS \$500</i>							
220	TELEPHONE	\$ 12,393	\$ 12,687	\$ 11,500	\$ 6,198		\$ (11,500)	-100.00%
290	TRAINING	\$ 233	\$ -	\$ 475	\$ -		\$ (475)	-100.00%
	<i>Transfer to Special Operations for Community Service Officers \$500</i>							
294	OTHER CONTRACTURAL SERVICES	\$ -	\$ -	\$ -	\$ -			100.00%
340	OPERATING SUPPLIES	\$ 523	\$ 636	\$ 710	\$ 556		\$ (710)	-100.00%
	<i>Transfer to Special Operations</i>							
	<i>TELETYPE PAPER \$450 Two sets of Badges for CSO's \$260</i>							
342	REPAIR/MAINT SUPPLIES	\$ -	\$ -	\$ -	\$ -			
352	REPAIR/MAINT SUPPLIES-EQUIP	\$ 40	\$ -	\$ -	\$ 100			
823	OFFICE FURNISHINGS & EQUIPMENT	\$ -	\$ 115	\$ -	\$ -			
840	EQUIPMENT	\$ -	\$ -	\$ 45,981	\$ 32,073		\$ (45,981)	-100.00%
	<i>MDC's in 3 detective vehicles \$35,981</i>							
	<i>MDC in Engine 8 \$10,000</i>							
860	SMALL EQUIPMENT	\$ -	\$ -	\$ -	\$ -			
TOTAL POLICE COMMUNICATIONS		\$ 360,547	\$ 310,430	\$ 199,398	\$ 79,154	\$ -	\$ (199,398)	-100.00%

NOTE: TELEPHONE ALLOCATION CHANGED FOR 2012.

THIS HAS BEEN PROVIDED FOR YOUR INFORMATION ONLY AND IS NOT AVAILABLE FOR MAKING CHANGES>



Agreement for Full-Value Maintenance

Prepared for:

City of Portage

By

Accurate Appraisal, LLC.

AGREEMENT FOR FULL-VALUE MAINTENANCE

Section I

This agreement made this _____ day of _____, 2012 by and between the City of Portage, Columbia County, State of Wisconsin, party of the first part, hereinafter referred to as "Client",

AND

ACCURATE APPRAISAL LLC., PO BOX 415, MENASHA, WI 54952, party of the second part, hereinafter referred to as "Accurate".

SCOPE OF SERVICES

Accurate shall provide the Client with assessing services by Wisconsin Department of Revenue Certified Personnel for the 2013-2016 assessment years which includes the following:

1. Accurate shall update and maintain 100% real property assessment records for the Client. Said service shall include the assessment of all new construction, remodeling, additions and changes relating to improvements removed for any reason such as fire, demolition, etc. through building permits. All previous year sale properties will be physically inspected. All inspections requested by property owners and/or Board of Review will be granted. Accurate shall reapportion value brought about through property splits. This service shall also include all property values be kept in market value compliance in accordance with the Wisconsin Department of Revenue's yearly equalized values. A 25% physical inspection cycle is being presented as an additional option to be considered.
2. Accurate shall prepare and mail personal property blotters from a list supplied by the Client of the accounts to be assessed. Accurate will analyze returned personal property blotters from the merchants in order to establish the proper assessment.
3. Accurate shall be required to attend Open Book and all Board of Review meetings and shall be responsible for defending all assessments. The Open Book meeting shall be conducted as needed. All meeting times shall be consecutive. The meetings shall be scheduled by Accurate with the Clerk. The Board of Review meetings shall be completed no later than the agreement date specified in Section II of this agreement.

4. Accurate shall enter real estate and personal property assessments in the current assessment roll so that it may be submitted to the Board of Review.
5. Accurate shall retain the right to employ additional certified personnel at Accurate's expense as deemed necessary to complete the assessment roll in a timely manner. Responsibility for the content and accuracy of the assessment roll regardless of the use of other personnel shall, however, rest with Accurate.
6. The Client's responsibilities will be to supply Accurate with adequate office space in or near the Client's Hall. Items to be mailed such as, but not limited to, assessor's final report and personal property blotters will be the responsibility of Accurate.
7. The Client will hold harmless Accurate from all claims and liabilities due to the assessment of property and as the agent for the Client as it relates to the specific services outlined in this agreement. Claims or liabilities, which result from the intentional or negligent acts or omissions of Accurate, its employees, agents and representatives, shall be the responsibility of Accurate.
8. This agreement between the Client and Accurate shall begin 14 days after final adjournment of Board of Review in 2012 through 14 days after final adjournment of Board of Review in 2016. It is expected the work will commence with the mailing of personal property blotters and be completed after the final adjournment of the Board of Review and any necessary follow up questions and/or work because of appeals of Board of Review decisions.
9. Accurate shall submit monthly invoices based upon a percentage complete. The Client reserves the right to retain a 10% holdback pending final completion of all terms and conditions of the contract.
10. Accurate shall provide advice and opinion for assessment matters and will defend values through the appeal process beyond the Open Book and Board of Review.
11. Accurate shall complete its Board of Review hearings under this agreement no later than the date specified in section II of this agreement, except for delays caused by the Client, county or state. Accurate may request a thirty-day extension to the contract upon written agreement with the Client.
12. Accurate shall maintain full insurance coverage to protect and hold harmless the Client. Limits of liability shall be not be less than the amounts listed below in this contract:

INSURANCE COVERAGE

General Liability

General Aggregate	\$ 4,000,000
Each Occurrence	\$ 1,000,000
Fire Damage	\$ 300,000
Medical Expense	\$ 10,000

13. Accurate shall consider the cost approach, market approach, and income approach in the valuation of all land and improvements where applicable.
14. Accurate shall use Computer Assisted Mass Appraisal software to accurately provide the Client with records of the maintenance and revaluation. For both residential and commercial valuation, Global Valuation Systems, hereinafter referred to as "GVS", will be utilized following market data, Volume II of the Assessor manual and Marshall & Swift cost tables. The cost of the yearly maintenance fee for the software will be at no additional cost to the City. The computer should be updated within 14 days of the final adjournment of the Board of Review.
15. Photographs of all improved parcels will be taken digitally at no additional expense to the Client.
16. All expenses incurred by Accurate during the contract such as postage, phone calls, etc...., will be at no additional expense to the Client.
17. Accurate will promote understanding of the assessment process with taxpayers and the Client. The Client and Accurate shall work to maintain good public relations throughout the assessment program.
18. Accurate shall maintain a minimum of two (2) days a month of regularly scheduled office hours in the City. Accurate shall also maintain, at its expense, an "800" telephone number.
19. Each contract year, within fourteen (14) days of the final adjournment of the Board of Review, the company shall turn over to the City, all records prepared for the reassessment including but not limited to: (a) property record cards, maps, and any other schedules or forms, (b) all records and material obtained from the City and not previously returned to include maps, plans, and assessor's records, and (c) material specifically obtained and/or used for performance of assessment work for the City, to include aerial photos, land value maps, depth factor tables, copies of leases, correspondence with property owners, sales data, rental schedules, capitalization rate data, gross income multiplier data, and operating statements of income properties.

Section II

Agreement for Full-Value Maintenance
Provided by Accurate Appraisal LLC.

For

City of Portage, Columbia County for the assessment years 2013-2016

Dated this _____ day of _____ 2012.

**Agreement completion date-within 30 days following the second
Monday in May for Full-Value Maintenance**

Fee for services rendered:
Accurate shall be paid the sum of:

**2013-2016 Full Value Maintenance without 25% physical inspections =
\$28,500 per year**

**2013-2016 Full Value Maintenance with 25% physical inspections =
\$44,000 per year**

Jim Danielson
Member
Accurate Appraisal LLC

Date

Authorized Client Signature

Date



**STATE/MUNICIPAL AGREEMENT
FOR A STATE- LET HIGHWAY
PROJECT**

Revised Date:

Date: September 5, 2012

I.D.: 6918-01-02/-72

Road Name: C Portage, Wisconsin & DeWitt Sts

Limits: Ontario Street to E Pleasant Street

County: Columbia

Roadway Length: 1.07 miles

The signatory city, village, town or county, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Section 86.25(1), (2), and (3) of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

Existing Facility - Describe and give reason for request: Existing roadway is a connecting highway with cracked and rutted pavement. It has been milled and overlaid on past projects but needs a higher level improvement. Roadway width varies from 48 feet face to face of curb on Wisconsin Street, to variable widths of 44 to 46 feet face to face of curb on DeWitt Street. There is no parking on Wisconsin Street; parking varies from one side to both sides along DeWitt Street.

Proposed Improvement - Nature of work: Replace pavement, curb and gutter, and storm sewer. Evaluate intersection of Wisconsin and DeWitt Street for signals or roundabout, and lane designations. Add pedestrian and bicycle accommodations per Trans 75 (Complete Streets) requirements, where feasible.

Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality: Construction of pavement utilized for parking. Overruns of capped CSS aesthetic funding (if the Municipality decides to use CSS funds).

The project is currently scheduled for 2018 construction.

TABLE 1: SUMMARY OF COSTS

Phase	Total Est. Cost	Federal/State Funds	%	Municipal Funds	%
Preliminary Engineering: Plan Development	\$ 830,000	\$ 622,500	75%	\$ 207,500	25%
Real Estate Acquisition: Acquisition	\$ -	\$ -		\$ -	
Compensable Utilities	\$ -	\$ -		\$ -	
Construction: Participating	\$ 5,665,000	\$ 5,665,000	100%	\$ -	
New Sidewalk	\$ -	\$ -		\$ -	
New Lighting	\$ -	\$ -	50%	\$ -	50%
Landscaping	\$ -	\$ -		\$ -	
Non-Participating					
Parking	\$ 200,000	\$ -	0%	\$ 200,000	100%
Total Cost Distribution	\$ 6,695,000	\$ 6,287,500		\$ 407,500	

Construction estimates include 10% for delivery. Participating construction costs include allowance for CSS; CSS will be broken out in future agreements after project has been scoped. Non-participating cost for parking provided as placeholder only; cost share for parking will be refined in future agreements after project has been scoped and Municipality has identified areas where parking is desired.

This request is subject to the terms and conditions that follow (pages 3–5) and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of neither the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Agreement.

Signed for and in behalf of the City of Portage (please sign in blue ink)		
Name	Title	Date
Signed for and in behalf of the State (please sign in blue ink)		
Name	Title	Date

TERMS AND CONDITIONS:

1. The initiation and accomplishment of the improvement will be subject to the applicable Federal and State regulations.
2. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement that exceed Federal/State financing commitments or are ineligible for Federal/State financing. Local participation shall be limited to the items and percentages set forth in the Summary of Costs table, which shows Municipal funding participation. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality.
3. Funding of each project Phase is subject to inclusion in an approved program and per the State's Facility Development Manual (FDM) standards. Federal aid and/or state transportation fund financing will be limited to participation in the costs of the following items as specified in the Summary of Costs:
 - (a) Design engineering and state review services.
 - (b) Real Estate necessitated for the improvement.
 - (c) Compensable utility adjustment and railroad force work necessitated for the project.
 - (d) The grading, base, pavement, curb and gutter, and bridge costs to State standards, excluding the cost of parking areas.
 - (e) Storm sewer mains, culverts, laterals, manholes, inlets, catch basins, and connections for surface water drainage of the improvement; including replacement and/or adjustments of existing storm sewer manhole covers and inlet grates as needed.
 - (f) Construction engineering incidental to inspection and supervision of actual construction work, except for inspection, staking, and testing of sanitary sewer and water main.
 - (g) Signing and pavement marking necessitated for the safe and efficient flow of traffic, including detour routes.
 - (h) Replacement of existing sidewalks necessitated by construction and construction of new sidewalk at the time of construction. Sidewalk is considered to be new if it's constructed in a location where it has not existed before.
 - (i) Replacement of existing driveways, in kind, necessitated by the project.
 - (j) New installations or alteration resulting from roadway construction of standard State street lighting and traffic signals or devices. Alteration may include salvaging and replacement of existing components.
4. Work necessary to complete the improvement to be financed entirely by the Municipality or other utility or Facility Owner includes the following items:
 - (a) New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - (b) New installation or alteration of signs not necessary for the safe and efficient flow of traffic.
 - (c) Roadway and bridge width in excess of standards.
 - (d) Construction inspection, staking, and material testing and acceptance for construction of sanitary sewer and water main.
 - (e) Parking lane costs.

- (f) Coordinate, clean up, and fund any hazardous materials encountered during construction. All hazardous material cleanup work shall be performed in accordance to state and federal regulations.
 - (g) Damages to abutting property due to change in street or sidewalk widths, grades or drainage.
 - (h) Conditioning, if required and maintenance of detour routes.
 - (i) Repair of damages to roads or streets caused by reason of their use in hauling materials incidental to the improvement.
5. As the work progresses, the Municipality will be billed for work completed which is not chargeable to federal/state funds. Upon completion of the project, a final audit will be made to determine the final division of costs.
6. If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State in behalf of the project.
7. The work will be administered by the State and may include items not eligible for federal/state participation.
8. The Municipality shall at its own cost and expense:
- (a) Maintain all portions of the project that lie within its jurisdiction for such maintenance through statutory requirements, in a manner satisfactory to the State and shall make ample provision for such maintenance each year. This agreement does not remove the current municipal maintenance responsibility.
 - (b) Maintain all items outside the travel lane along the project, to include but not limited to parking lanes, curb and gutter, drainage facilities, sidewalks, multi-use paths, retaining walls, pedestrian refuge islands, landscaping features and amenities funded by Community Sensitive Solutions (CSS).
 - (c) Maintain and accept responsibility for the energy, operation, maintenance, repair, and replacement of the lighting system.
 - (d) Prohibit angle parking.
 - (e) Regulate parking along the highway. The Municipality will file a parking declaration with the State.
 - (f) Use the WisDOT Utility Accommodation Policy unless the Municipality adopts a policy which has equal or more restrictive controls.
 - (g) Provide complete plans, specifications, and estimates for sanitary sewer and water main work. The Municipality assumes full responsibility for the design, installation, inspection, testing, and operation of the sanitary sewer and water system. This relieves the State and all of its employees from the liability for all suits, actions, or claims resulting from the sanitary sewer and water system construction.
 - (h) Maintain all Community Sensitive Solutions and/or enhancement funded items.
 - (i) Coordinate with the State on changes to highway access within the project limits.
 - (j) Assume general responsibility for all public information and public relations for the project and to make a fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the projects.

9. Basis for local participation:

This agreement is for the initiation of preliminary design only. The Municipality shall be responsible for 25% of the preliminary engineering (design) costs per WISDOT policy for connecting highways.

The construction estimate is preliminary for program scheduling only. If Items are identified during the design phase that require cost participation or are ineligible for Fed/State funding, this agreement will be amended to reflect those costs.

Marie Moe

From: Bob Redelings
Sent: Friday, September 14, 2012 4:04 PM
To: Rick Dodd; Ken Jahn; Shawn M. Murphy
Cc: Jeff Garetson; Jesse Spankowski; Marie Moe; Jean Mohr
Subject: RE: STH 16, City of Portage Agreement

Rick,

I'm sure that would be part of the design discussions. We may want to revisit the potential one-way condition of DeWitt also. In reviewing the cost information, the DOT doesn't pay for parking lanes - that's where our share comes in. They also don't pay for streetscape items such as colored concrete and "fancy" light poles. All these items would play into the discussion. Michelle sent me another email stating they don't expect an immediate response, so we have some time to discuss specifics in committee.

Bob

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

From: Rick Dodd
Sent: Friday, September 14, 2012 3:32 PM
To: Bob Redelings; Ken Jahn; Shawn M. Murphy
Cc: Jeff Garetson; Jesse Spankowski; Marie Moe; Jean Mohr
Subject: RE: STH 16, City of Portage Agreement

Bob,

One thing that might want to consider is to try and get the State to include the south bound lane of Wisconsin street in the round about discussion. I am assuming this would encompass the complete triangle area (Wisconsin/Edgewater/DeWitt)

Thanks,
Rick

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

From: Bob Redelings
Sent: Fri 9/14/2012 1:24 PM
To: Ken Jahn; Shawn M. Murphy
Cc: Jeff Garetson; Rick Dodd; Jesse Spankowski; Marie Moe; Jean Mohr
Subject: FW: STH 16, City of Portage Agreement

FYI

From: Ellias, Michelle - DOT [mailto:Michelle.Ellias@dot.wi.gov]
Sent: Thursday, September 06, 2012 2:33 PM
To: Bob Redelings

Subject: STH 16, City of Portage Agreement

Attached is the initial project agreement for the initiation of design on STH 16, City of Portage. Please review and let me know if you have any questions or comments.

If you are OK with what is in the agreement, please print out at least 3 copies and have signed with original signatures and return them to me at:

Wisconsin DOT

ATTN: Michelle Ellias, Program Engineer

2101 Wright Street

Madison, WI 53704

After the agreement is signed and approved by DOT, one of the copies with original signatures will be sent back to the city for your records...thanks!

Change Order

No. 2

Date of Issuance: September 18, 2012

Effective Date: September 18, 2012

Project: 2012 Watermain & Sanitary Sewer Construction	Owner: City of Portage	Owner's Contract No.: 12-003
Contract: 12-003 - 2012 Watermain & Sanitary Sewer Construction	Date of Contract: July 12, 2012	
Contractor: Allen Steele Co., Inc.	Engineer's Project No.: 0112-1E	

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

Description:

Add for loading/restocking 6" watermain on Hamilton Street = \$1,540.00

Add for replacing gate valve at W. Emmett St. and Dunn St. intersection = \$1,544.33

Attachments (list documents supporting change):

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price:

\$343,406.75

Increase from previously approved Change Orders No. - to No. 1:

\$46,750.00

Contract Price prior to this Change Order:

\$390,156.75

Increase of this Change Order:

\$3,084.33

Contract Price incorporating this Change

\$393,241.08

Original Contract Times: Working days Calendar days

Substantial completion: September 30, 2012

Ready for final payment: October 15, 2012

Contract Times prior to this Change Order:

Substantial completion: September 30, 2012

Ready for final payment: October 15, 2012

Contract Times with all approved Change Orders:

Substantial completion: October 15, 2012

Ready for final payment: November 1, 2012

RECOMMENDED:

By: Kory D. Anderson
Engineer (Authorized Signature)

Date: 9/18/12

Approved by Funding Agency (if applicable):

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: Daniel E. Newe
Contractor (Authorized Signature)

Date: 9-18-12

Date: _____

EJCDC C-941 Change Order

Prepared by the Engineers Joint Contract Documents Committee and endorsed by the Construction Specifications Institute.

00 63 63-1

Marie Moe

From: Bob Redelings
Sent: Tuesday, September 18, 2012 6:02 PM
To: Ken Jahn
Cc: Marie Moe; Jean Mohr
Subject: FW: 2012 S&W Project - Signed Change Order No. 2
Attachments: 0530_001.pdf

Ken,

I recommend approval of this change order.

Bob

From: Kory Anderson [mailto:kanderson@generalengineering.net]
Sent: Tuesday, September 18, 2012 2:51 PM
To: Bob Redelings
Subject: 2012 S&W Project - Signed Change Order No. 2

Bob,

Please send me a copy after it has been signed.

Thanks,
Kory D. Anderson, P.E.
Vice President | **General Engineering Company**
P 608-742-2169 | C 608-697-8001

From: copier
Sent: Tuesday, September 18, 2012 2:11 PM
To: Kory Anderson
Subject: Attached Image

Portage Police Department

Memo

To: Finance Committee
From: Det. Lt. Hahn
Date: 09-25-12
Re: Security upgrade for second floor

I was requested to get a proposal for security upgrade on the second floor. This project (#12-02C11) was budgeted for \$14,000. The proposal (attached) that was made by Fearing's is for \$15,967.45.

The proposal includes the following:

In order to add more access control doors to our existing system we need to add another control panel. This new panel will accommodate up to 8 doors. There has been a concern about the need to have access control on two doors on the first floor.

- The vault room which houses the servers, access control panels, and other important city documents including cash at night.
- The new office that will be used by Municipal Court Clerk. This office will have sensitive documents pertaining to court.

This would leave 6 doors available for access control on the second floor:

- Mayor's office
- Meeting room #1 would have the main door with access control. The 2nd door would be locked for exit only.
- Meeting room #2
- Council Chambers would have access control on 2 doors. The main double doors and the door adjacent to meeting room #2. The other side door by the stairs would be locked for exit only.
- The door at the top of the stairs leading to the second floor would have access control.



FEARING'S

AUDIO • VIDEO • SECURITY

Project Number 11073

9/21/2012 Page: 1 ** Proposal **

Fearing's Audio-Video-Security

722 Walsh Road
Madison, WI 53714

608-443-2595/Fax 443-2597

Portage Police Department
117 W Pleasant
Portage, WI 53901

608-742-2174

Project Title..: Access control additions

Mfg-Item No.	Qty Description
	<p>Fearing's AVS is pleased to provided a proposal to the Portage Police department for eight additional doors to the existing KEYSKAN access control system.</p> <p>Scope of work :</p> <p>Fearing's will provide and coordinated the install of the following listed equipment and service in this proposal.</p> <p>Provide a additional KEYSKAN eight door controller with power supply in the vault room to accommodate the following list of doors ~</p> <p>1st floor: Vault room, Court Clerk office</p> <p>2nd floor: MTG room, Council chambers side door, Council chambers double door (Mag-lock), Mayors office, Meeting room, Corridor/ stairwell</p> <p>FAVS will use a sub contractor for the door hardware installation and lock set modifications.</p> <p>Notes:</p> <ol style="list-style-type: none"> 1. Electrical provided by owner 2. Customer to provide IP address and support for network configuration 3. Customer to provide CAD's for engineering 4. Options: database move includes setting up a backup schedule onto a customer provided NAS 5. Exacqvision software license are a yearly fee 6. All work to done during normal business hours. 7. Subject to local AHJ approval 8. Fire alarm tie if required would be provided by others



FEARING'S

AUDIO • VIDEO • SECURITY

Project Number 11073

9/21/2012 Page: 2 ** Proposal **

Fearing's Audio-Video-Security

722 Walsh Road
Madison, WI 53714

608-443-2595/Fax 443-2597

Mfg-Item No.	Qty Description	
Keyscan	1 8 Reader Access Control Panel (ACU)	
Keyscan	1 Vantage Lockout Chips	
Keyscan	1 Network Communication Board-requires CB-485 Software	
Fearing	3 12 Volt 7.ah Back-Up Battery	
Altronix	1 Access Control Power Supply, 6AMP	
Keyscan	8 K-PROX2 Card Reader	
Intellisense	1 PIR/Motion Request To Exit Intellisense 2 FORM C Outputs	
GE	7 3/4" Brown Recessed Door Contact	
SES	1 Push to Exit - Pneumatic Control Red	
Fearings	100 Category 5 data cable-black	
Fearings	1500 Bundled Access Control Cable, PVC Jacket	
	1 Wire management	
	1 Door hardware installation by chucks lock and key	
	Equipment and Installation	15,260.31
	Options:	
	2 KEYSKAN Database move onto the new server.	
	1 Labor to updates the server & client's to current revision	
	Exacqvision video surveillance	
	1 Flat fee to upgrade to Exacq to Ver-5 (Yearly License)	
	Includes software installation onto the server & Keyscan account	
	Equipment and Installation	707.14
		=====
		15,967.45

This ** Proposal ** is Valid for 15 Days.

=====

\$15,967.45

Jeff Cororan

I Accept This Quote _____ Date: _____

50% Deposit, 50% upon completion. Contents of this proposal are

**COMMERCIAL LEASE
FOR**

Tenant: Cardinal FG Company	Rental Space: Manufacturing Bay 4
Address: 1800 Kutzke Road, Portage WI 53901	Dates of Lease: 10/01/12 to 10/31/12 Thereafter, Month to Month
Contacts: David Cunningham, Materials Control Manager	Rent: \$1,117 per Month

This Lease Agreement ("Lease"), made this 1st day of October, 2012 and in consideration of the mutual promises and covenants contained herein, City of Portage, 115 W. Pleasant St., Portage, WI 53901 ("Landlord") and Cardinal FG Company ("Tenant") agree as follows:

- 1. PREMISES** Landlord agrees to lease to Tenant and Tenant agrees to lease from Landlord **Manufacturing Bay 4** of the Portage Enterprise Center (the "Enterprise Center") located at 1800 Kutzke Rd., Portage, Wisconsin ("Premises"). The Premises consists of approximately **4,000 square feet** as shown on the attachment hereto, marked Exhibit A and made a part hereof.
- 2. TERM** This Lease shall be for a term commencing **October 1, 2012** ("Commencement Date") and ending **October 31, 2012** ("Expiration Date"). This Lease shall automatically renew on a monthly basis unless either the Tenant or Landlord provides thirty (30) day written notice of their intent to terminate the Lease. The Lease shall then terminate at the end of the next complete month following issuance of said notice.
- 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 **One Thousand One Hundred and Seventeen dollars (\$1,117.00)** 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 electricity, heat, water and sewer charges and all other utilities serving the Premises. In the event such service is not separately billed directly to Tenant, Tenant shall pay its prorata share of such service within ten days of demand by Landlord. Tenant shall be responsible for its additional prorata share of any and all reasonable expenses incurred by Landlord for the following: janitorial services, lawn care, maintenance of grounds, snow removal, security, common area supply and maintenance. Tenant shall have the right to review Landlord's operating expense records in Landlord's offices with reasonable notice at a time agreed upon with Landlord. Prorata share of utilities and other expenses is calculated based on the ratio of square footage occupied by the Tenant to the total leasable square footage in the building. Tenant shall be responsible for solid waste removal. 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. LOADING DOCKS** Tenant agrees to provide Landlord the right to access all the loading docks, overhead doors and electrical panels located within and serving Premises. Tenant agrees to make all efforts to share the loading docks and overhead doors located within and serving Premises with other occupants, provided that Tenant shall have the first priority to use such loading docks and overhead doors serving Premises, and Tenant shall not be responsible for any damage caused to such loading docks and overhead doors by Landlord or any other occupants of the Enterprise Center.

6. **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 1% or 12% 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 (11th) day of each and every month such past due amount remains outstanding.
7. **COVENANT, PERMITTED USE** Tenant shall only use the Premises as manufacturing/warehouse/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. Landlord represents and warrants that Tenant's proposed use of the Premises as warehouse space necessary to store materials and inventory relating to a rehabilitation project wherein Tenant is rebuilding its glass making furnace at its main Portage plant, is permitted by 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. Tenant agrees that such use will be compliant with the policies set forth in the "Department of Commerce Financial Assistance Standard Terms and Conditions dated March 2008." Tenant agrees that during the term of the Lease and any extension thereof, such use of the Premises shall not be used in connection with any relocation of Tenant.

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 its specific use 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 its specific use 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 prior 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 30 days of the Lease Term.

8. **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 peaceably and quietly enjoy the Premises for the Lease Term, subject, however, to the terms, covenants, and provisions of this Lease.
9. **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.
10. **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.

- 11. IMPROVEMENTS, ALTERATIONS AND SIGNS** Tenant shall not make structural 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.

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.

12. MAINTENANCE AND REPAIRS

- 1). Tenant's Maintenance Responsibilities. Tenant shall, at its expense, maintain the interior, non-structural elements of 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 to use non-mark tires on all equipment servicing the Premises and agrees not to slide pallets or other abrasive materials across the epoxy flooring.* 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 warehouse doors / docks / entrances to the Premises, parking lot adjacent to the Premises (in the back of the Enterprise Center), and electrical and plumbing systems in the Premises. Except as set forth in Section 13 (1), Tenant shall repair, at its own expense, any damage to the Premises caused by the willful 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, building systems, common areas, exterior, outer walls, roof, gutters and down spouts, exterior windows and doors.
- 13. 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 Tenant, and adding Landlord as an additional insured, 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 certificate of insurance must be provided to the Landlord prior to occupancy.

Landlord is responsible for procuring and maintaining casualty insurance for the full replacement value of the Enterprise Center.

- 1). Waiver of Subrogation. Anything in this lease to the contrary notwithstanding, Landlord and Tenant each hereby waives any and all rights of recovery, claim, action or cause-of-action against the other, its agents, officers, directors, partners, shareholders or employees, for any loss or

damage that may occur to the Premises or Enterprise Center, or any improvements thereto, or any property of such party therein, by reason of fire, the elements or any other cause which could be insured against under the terms of a standard fire and extended coverage insurance policies, regardless of cause or origin, including negligence of the other party hereto, its agents, officers or employees, and covenants that no insurer shall hold any right of subrogation against such other party.

- 14. TAXES AND SPECIAL ASSESSMENTS** At the present time, Landlord is exempt from 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 thirty (30) 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 21 and 22.

- 15. REPORTING REQUIREMENTS** Tenant agrees at the date of Lease expiration, to provide Landlord information on jobs created and/or retained, average wage, and amount of private investment that results from the Tenant occupying space in the Enterprise Center. This information will be used by Landlord solely for the purpose of pooling program economic impact data in an anonymous fashion for reporting to EDA and program stakeholders.

- 16. 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.

- 17. 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 shall not be unreasonably withheld. Notwithstanding the foregoing, Landlord's consent to sublease or assign shall not be required where

Tenant subleases or assigns all or part of the Premises to any related entity which controls Tenant, is controlled by Tenant, or is under common control with Tenant, or if Tenant is acquired or sells substantially all of its assets pursuant to a merger or acquisition. 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.

18. 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 Landlord's notice to Tenant of such failure.
- 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 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.
- 6) 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.
- 7) 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 could be obtained by such re-letting, less the costs and expenses reasonably incurred by Landlord in such re-letting.
- 2) 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.

19. **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.

20. **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:
David Cunningham, Materials Control Manager
1650 Mohr Road
Portage, WI 53901
PH: 608-742-1966

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.

21. 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 21 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 untenable 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 untenable shall be abated or if the untenable 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 tenable 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.

- 22. 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, at Tenant's election, 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. In the event of any such taking, where Tenant does not elect 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. 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 and the loss of its leasehold estate. 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.
- 23. PARKING** Tenant and Tenant's employees, customers, agents and invitees shall have the nonexclusive right to use any parking areas located adjacent to the Premises.
- 24. 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, provided the mortgagee named in any such mortgage shall agree to recognize this Lease and not disturb Tenant's rights hereunder in the event of foreclosure provided the Tenant is not in default beyond any applicable cure period. 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.
- 25. 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.
- 26. GOVERNING LAW** This Lease shall be governed by, enforced and construed under the laws and regulations of the State of Wisconsin.
- 27. 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 neither of this Lease nor in any way affect this Lease.
- 28. 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.

29. **ATTORNEY FEES** In the event of a breach of this Lease by either party, whether abated or not, the other party shall recover from the defaulting party reasonable and necessary attorney's fees and costs incurred by such party in enforcing its rights under this Lease.

30. **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: 9-21-12

City of Portage
(Landlord)

Cardinal FG Company
(Tenant)

By: Kenneth H. Jahn
Title: Mayor



By: David Cunningham
Title: Materials Manager

EXHIBIT A
SITE PLAN

18. Adjournment

Moved by Klapper to adjourn; second by Havlovic. Motion passed 4-0 on a roll call vote. Chairperson Dodd adjourned meeting at 9:28 p.m.

Marty Havlovic