

City of Portage Common Council Meeting
Council Chambers of City Municipal Building
115 West Pleasant Street, Portage, WI
Regular Meeting – 7:00 p.m.
October 30, 2012
Agenda

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Approval of Agenda
5. Presentation of Historic Preservation Quarterly Award
6. Minutes of Previous Meeting
7. Consent Agenda
 - A. Reports of Sub-Committees, Boards, and Commissions
 1. Business Improvement District Board of Directors
 2. Library Board
 3. Library Board Fundraising Task Force Committee
 4. Community Development Authority
 5. Tourism Promotion Committee
 - B. License Applications
 1. Operator
8. Committee Reports
 - A. Human Resources Committee
 1. Action on job descriptions
 - a. Finance Director/Treasurer
 - b. City Clerk
 - c. Court Clerk/Administrative Assistant
 - d. Receptionist/Administrative Support Clerk
 2. Action on recruitment firm for City Administrator search
 - B. Legislative and Regulatory Committee
 1. Action on Class B Combination License for Sherry Lee Schehr, 1207 Dunn Street (The Caboose BBQ Company)

9. New Business
 - A. Resolutions
 1. Resolution No. 12-046 relative to Declaring Properties to be Blighted and Authorizing the Community Development Authority to Acquire or Assist the Private Redevelopment of the Properties
 2. Resolution No. 12-047 relative to Authorization for Appraisal Service
 3. Resolution No. 12-048 relative to Vacating a Portion of Certain City Streets
 4. Resolution No. 12-049 relative to Endorsing Main Street Agreement
 5. Resolution No. 12-050 relative to Inter-Municipal Agreement for Fire and Rescue Services
 - B. Resignation and Appointment to Library Board
 1. Resignation of Karen Kaiser
 2. Appointment of Klay Vehring
 - C. Consider lease of replacement Street Sweeper for 2012
 - D. Closed Session
The Council will go into closed session pursuant to Wisconsin State Statutes 19.85(1)(b) for the reconsideration of an Operator License for MacKenzie Barney.
10. Adjournment

Common Council Public Hearing
City of Portage

Council Chambers
City Municipal Building

October 11, 2012
6:55 p.m.

1. **Call to Order**

Mayor Jahn opened the public hearing at 6:00 p.m.

2. **Roll Call**

Present: Ald. Dodd, Ebnetter, Havlovic, Klapper, Maass, Miller, Oszman and Mayor Jahn

Excused: Ald. Hamre and Garetson.

Also Present: Attorney Spankowski, Engineer Redelings, Police Chief Manthey, Interim Administrator Murphy, press and public.

3. **Consider Vacating that portion of Canal Street lying North of STH 33; that portion of denning Street lying Northwesterly of Old Agency House Road; and that portion of Jones Street lying northwesterly of STH 33 all in the City of Portage, Columbia County, Wisconsin.**

After public reading of the Notice to Vacation portions of public streets by Attorney Spankowski, Mayor Jahn opened the floor for comments by the public. Mayor Jahn called for public comment 3 times. Upon hearing no comments, Mayor Jahn declared the hearing closed.

4. **Adjournment**

Motion by Dodd, second by Klapper to adjourn. Motion carried unanimously on call of roll at 6:57 p.m.

Shawn M. Murphy
Interim City Administrator

Common Council Proceedings
City of Portage

Regular Meeting
Council Chambers
City Municipal Building

October 11, 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, Ebnetter, Havlovic, Klapper, Maass, Miller, Oszman

Excused: Ald. Garetson and Hamre

Also Present: Mayor Jahn, Interim City Administrator Murphy, City Attorney Spankowski, Engineer Redelings and Chief Manthey.

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**
Mayor Jahn noted stated Item 8B1 Agreement for In-kind Services for Surgeon's Quarters will be postponed, Item 8B3 should read "Action on Change Order No 1 for Contract No. 12-010" and Item 9A4 should read "Resolution No 12-046...".
5. **Presentation of Historic Preservation Quarterly Award for Summer 2012.** Elizabeth Terracall was presented with a plaque for her home at 813 Dunn Street
6. **Minutes of Previous Meeting**
Motion by Klapper, second by Miller to approve the minutes of the September 27, 2012 Common Council meeting. Motion carried 6-1 with Havlovic abstaining.
7. **Consent Agenda**
Reports of Sub-Committees, Boards, and Commissions
Library Board Fundraising Task Force meeting of September 25, 2012
Tourism Promotion Committee meeting of October 4, 2012

Applications

Operator License applications for period ending June 30, 2013 for the following: Mudassar Ahmad, Shawn P. Crossen, Holly M. Harris, Ashley M. Manyen, Cheyenne R. Stewart.

Taxi Cab Operator applications for period ending June 30, 2013 for Terry V. Schneller and R. Swanson.

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

8. Committee Reports

Finance/Administration Meeting of October 1, 2012 and October 11, 2012

Motion by Dodd, second by Klapper to approve action on Subordination No.12-02. Motion carried unanimously on call of roll.

Motion by Dodd, second by Klapper to approve action on Assessor Agreement for 2013-2017 in the amount of \$28,500/yr. Ald. Maass inquired as to why the re-evaluation was not recommended. Dodd stated that since assessed values were declining and had not fallen below 90% there was little benefit in expending the additional \$44,000 at this time, however it can be so ordered at anytime during the term of the agreement. Motion carried unanimously on call of roll.

Motion by Dodd, second by Klapper to approve action on State/Municipal Agreement for Hwy. 16/East Wisconsin Street Agreement. Motion carried unanimously on call of roll.

Motion by Dodd, 2nd by Klapper to approve action on Change Order No. 2 for Contract No. 12-003, Water Main and Sanitary Sewer Construction. Motion carried unanimously on call of roll.

Motion by Dodd, second by Oszman to approve action on transfer of funds for second floor security upgrades in the amount of \$15,967.45. Ald. Maass inquired as to why this exceeded the \$14,000 budget. Mayor Jahn replied that Conference Rm 1 and east door of council Chambers were added. Motion carried 6-1 with Maass voting no.

Motion by Dodd, second by Maass to approve action on the declaration of a PW Air Compressor and Park & Rec 2008 John Deere Mower as surplus (trade-in on new equipment) property. Motion carried unanimously on call of roll.

Motion by Dodd, second by Oszman to approve action on Lease Agreement with Cardinal FG at Portage Enterprise Center. Maass inquired as to the lease terms. Mayor Jahn replied they were the same as last one with Cardinal but only 10,000 sf. Motion carried unanimously on call of roll.

Motion by Dodd, second by Klapper to approve action on Claims in the amount of \$1,444,797.54. Motion carried unanimously on call of roll.

Municipal Services and Utilities Committee Meeting of October 2, 2012

Motion by Oszman, second by Miller to approve action on credit of \$100.10 on sewer utility bill to Mary Wright, 326 E Howard St. Motion carried unanimously on call of roll.

Motion by Oszman, second by Klapper to approve action on Professional Services Agreement with MSA Professional Services for Warrant Study – Wauona Trail in the amount of \$2100. Mayor Jahn indicated this was TIF funded and that even though the study concluded that traffic signals were not warranted at this time, Sen Erpenbach has offered to intervene to assist the City in getting approval to install if requested. Motion carried unanimously on call of roll.

Motion by Oszman, second by Miller to approve action on Change Order No. 2 for Contract No.12-010, East Wisconsin Street Resurfacing. Motion carried unanimously on call of roll.

9. New Business

Resolutions

Resolution No. 12-043 relative to Electronic Reporting for Pawnbrokers, Scrap Metal Dealers, Secondhand Article and Secondhand Jewelry Dealers. Motion to approve by Oszman, second by Maass. Motion carried unanimously on call of roll.

Resolution No. 12-044 relative to Taxi Contract. Motion by Maass, second by Oszman to approve Shared-ride taxi contract with Running Inc. for 2013. Murphy indicated that since hours for the service will expand in 2013 a public hearing will be held to gain comments at next meeting. Ald Klapper and Chief Manthey complimented the willingness of the taxi service to work with community organizations. Motion carried 6-0 with Maass abstaining.

Resolution No. 12-045 relative to Taxi Cab Vehicle Lease Agreement. Motion by Oszman, second by Maass to approve Res. 12.045. Motion carried 6-0 with Maass abstaining.

Resolution No. 12-046 relative to Authorizing Grant Applications Under Section 5311 of the Federal Transit Act. Motion by Oszman, second by Miller to approve Res. No. 12-046. Dodd commented that the resolution states the Finance/Administration Committee has recommended approval when, in fact it has not come before the Finance Committee. Mayor Jahn inquired there was a deadline to submit the application by October 15, 2012. Dodd moved to amend Res. 12-046 to

state "Whereas the Common Council has recommended approval of the grant applications.", Oszman second. Amendment carried 6-0 with Maass abstaining. Amended motion approved 7-0 on call of the roll.

Motion by Oszman, second by Mass to approve Entitlement Transfer Agreement with Bureau of Aeronautics, Wisconsin Department of Transportation in the amount of \$245,000. Motion carried unanimously on a call of the roll.

Motion by Dodd, second by Klapper to approve Resignation of Larry Wilz and Appointment of Dennis Rupers to Business Improvement District Board of Directors. Motion carried unanimously on a call of the roll.

10. Closed Session

Motion by Oszman, second by Dodd to convene to Closed Session Per Chap.19.85(1)(e) Wis. Stats. To Consider the Possible Purchase of Property on S.DeWitt St/W. Cook and to Consider Possible Sale of Industrial Park Property. Motion carried unanimously on call of roll at 8:05pm.

11. Adjournment

Motion by Oszman, second by Ebnetter to adjourn. Motion carried unanimously on call of roll at 8:40 pm.

Shawn Murphy
Interim City Administrator

City of Portage
Minutes of Business Improvement District Board of Dir. meeting
Wednesday, October 10, 2012
Municipal Building 115 West Pleasant Street, Conference room 1

Meeting called to order at 7:38a.m.

1. Roll Call: Present: Peggy Joyce; President; John Krueger, Vice President;; Chris Shadel, Steve Polnow, Shane Schmidt,

Members; Absent Jim Rusch

Non-Members Present: Gil Meisgeier, BID Contractor, Main Street Portage Ex. Dir. /BID Administrator; PACC Exec. Dir. Mariann Hanson, Roger Krechik

2. Approval of August 8th. 2012 Minutes.

Motion to approve September 12th. 2012 minutes. Motion by Shadel, 2nd by Krueger Motion carried, all in favor.

3. Claims to pay & Financials Report

Financials/Treasurers report was not complete no action was taken. Motion not to accept by Schmidt, 2nd.Krueger, motion carried. President Joyce to check into the situation with City..

City list of claims were presented by President Joyce, AMS for \$2,489.99, MSP for AMS for \$1,562.00, Motion to approve by Schmidt, 2nd by Krueger. Motion carried, all in favor.

4. Discussion and possible action on Board members

Dennis Rupers to be appointed at the 10/11/12 Council meeting to board vacancy. letter of interest in and resume was discussed.

5. BID Contractors report.

Motion to accept Contractors report. Motion to purchase brush for Toro Polar Trac by Polnow, 2nd. Joyce. Motion carried all in favor.

Motion to accept Contractor's report. Motion by Shadel, 2nd Polnow. Motion carried, all in favor.

6. Discussion and possible action on BID equipment Motion to have Carl Statz

Case dealer make repairs up to \$700.00 without bumper mount @ \$151.00 and bumper @126.00 on 2006 Polaris ATV. Motion by Polnow, 2nd. Shadel Motion carried; unanimous.

7. Discussion and possible action on MSP Executive Directors report.

Motion to provide \$1,000.00 for Columbia County Visitors Bureau Concerts In The Park for 2013 season.

Motion to accept MSP Executive Directors Report Motion by Shadel, 2nd Schmidt Motion carried, all in favor.

8. Discussion and possible action on requests for financial support for 2012 down town events.

Requests were made for financial support were presented by:

- Main Street Portage for \$3,300.00 for Yuletide 2012,
- PACC for 4th July parade & Taste of Portage \$1,500.00\$1,000.00

(Note: Added to item #3 as an amendment)

9. Verbal status reports given on several city issues of concern to BID

- A. City Budget process
- B. Conant St.parking facility.
- C. Downtown trees
- D. Tourism Committee
- E. Canal Engineering for continuing project
- F. The Flirt/ Image/ Rhyme building action by council

9. Motion to adjourn at 8:28 a.m. by Joyce, 2nd Krueger, Motion carried.
All in favor.

prepared by gam

2012 September BID Maintenance Contractor Report

9/01/12 to 9/30/12

submitted to BID Board by

Gil Meisgeier, Associated Management Services on October 4th, 2012

I. Trash Some of the 24 BID trash containers still being used for household garbage and may fill rapidly.

II. Equipment

The 2009 Polaris ATV was taken in to Statz Equipment on August 27th.for overheating as fan was not operating and check over. That was just a circuit breaker problem. Statz conducted a thorough check of the 2009 i.e. fluids check/change etc. as we have done in previous years in preparation for winter use. The total bill for the 2009 was \$303.71. I will have bill at meeting.

I dropped the 2006 off when I picked up the 2009 requesting the same type of thorough check over. They found several things wrong such as master cylinder, pads, a broken motor mount, broken rear spring, broken light housing, bumper etc. which comes to around \$1000.00 if all work is done (see Attached).

Rusted and salt damaged bolts add to the cost as they will have to be burned off to remove the belly mount for the plow attachment to change the oil. Statz mechanic Mark Cobb gave me some opinions on the 2006.

- Engine is tight, a lot of rust due to salt and corrosion. He feels that is what will eventually do it in, should get 2 more years out of it.
- Current miles = 2,442; hours = 739hrs. "low mileage for the hours due to a lot of idling" (sitting at idle while watering, weed spraying and trash pick up)
- He sees a lot of like units that have 1,200 – 1,300 hours of a lot rougher use than we give the unit, so we should be O.K. for around 2 years.

To assist the board in making a decision I will say that both ATVs were used extensively this summer. One hooked up all summer with the watering rig for flowers and trees. The other was utilized for the weed sprayer, trailers for trash pick up, street & sidewalk pick up, dirt hauling etc. Often times both ATVs were in use at the same time.

Both ATVs were used sparingly last winter for plowing as there are a few spots where the Toro Polar Trac cannot get into. We have a 48" and 56" blades for the ATVs and both were ready at all times.

According to Dean Statz a new replacement ATV would cost in the \$6,000.00 range.

Also, at the close of last season we delayed the purchase of a brush for the Polar Trac. Actually with the type of snow falls we had last year the brush would have been more ideal as opposed to the blade or blower.

The brush attachment is approximately \$5,000.00.

After conferring with Al the service manager at Reinders and Steve Polnow, we decided to bring the Toro Polar Trac into Madison for the 50 hour check (the tach registers 47 hours right now) as opposed to having them come and get it at \$185.00 just for hauling. I will use my truck and a borrowed car hauler to get it there for the 50 hour check up, oil & filter change and routine greasing, lug nut checks and tightening etc. Cost for this will be around \$100.00 plus around \$40.00 for mileage.

III Snow removal

IV. BID Farmer's Market

Even with the drought and several soft Market days due to heat, we should wind up very close to the estimated \$2,000.00 income that we budgeted.

V. BID flower and trash containers etc.

With a lot of extra care, most all of the flower in the barrels did well through the end of September. The hanging baskets are still doing well but may be finished off with the forthcoming 20 some degree temps. It had been necessary to water the one hundred plant sites almost every day to keep them looking good.

The bulk of the Petunias in the planter barrels have been removed. The Ruby Fountain grass will be removed and saved by Links Greenhouse for next spring.

As soon as Tim Raimer's summer schedule eases, Streetscape committee will be working on selecting sites for placement of permanent preformed flower beds on Cook St., presently awaiting plans showing electrical conduits etc.

VI. Parking lot cleanup, planted areas maintenance and tree grates etc.

City crews remove nine dead or dying trees in the BID. City Forrester Tim Raimer will attempt to get the nine plus all other missing trees replanted this fall yet.

Cleanup/pick up of all streets, parking lots, alleys and curb pick up is ongoing. Cigarette butts etc in front of a few of the bars is still often a problem.

ADDITIONAL ITEMS OF INTEREST IN THE BID

- The city Council has met in closed session several times to discuss the property where the tragic fire that destroyed the historic Rhyme building. Their plans are not known at this time. The Davis Barber Shop owner has expressed to the mayor that she would be interested in purchasing the lot to make it into a green space pocket park.
- The underground parking facility is on the Municipal Services Committee agenda again for the Sept. 6th. meeting. The M.S. committee voted once again to close off the lower level after city engineer presented additional cost figures and income estimates!!!! I passed out these figures at the August meeting.
- Also at Aug. meeting, M.S. committee, after some strong exchanges, approved city expenditure of approximately \$150,000.00 (their 20% share of the grant) for the engineering on the Portage Canal project. This was to be considered by full council at the August 23rd meeting. At that meeting the action was taken to send it back to the M.S. committee for reconsideration on Sept.6th. Status is unknown at this time.
- The meeting put together by State Rep. Fred Clark group consisting of city officials suggested by the mayor, DNR representatives, Tammy Baldwin's office, Fox Wisconsin Heritage Parkway, State Historical Society and others was tentatively scheduled to reconvene in November, however I found out today that the next meeting is on Tuesday, October 9th. I am planning to attend.
- The City Tourism Committee effort re: Portage on a 2013 Discover Wisconsin show is progressing as they have been filming more in recent days at Downtown. sites and events including Farmers Market., Taste etc. BID is participating in the cost of the program.
- The Riverside Park Welcome Center construction is slated to begin in spring.
- The Downtown Portage Area Community Center (PACC) committee has embarked on a program with General Engineering and Kyle Dumbleton to provide preliminary plans of the proposed project on the former Woolen Mill site for presentation to possible occupants on Monday, Oct. 8th. Plan is to have a program before a City Council meeting soon.
- Paint the Town 2012 is well underway with the use of the Lynn Properties scissor lift. Smart Woman, Prairie Flower Beads, The Portage Theater, Welcome Home Sew and Vac The Hair Lair used it to paint all windows and trim. H&H Pools and Spas is now using it. Next on the schedule with Fairway mortgage if the weather holds out.
- The restoration of the vintage Wall Art sign "WOOL – HIDES- FURS" on the west end second floor of the Portage Furniture complex was completed on Oct. 4th. This will be paid for as part of the USDA grant MSP was awarded.
- Other sign restorations and murals are in the planning stage for the Flower company, Clock Shop and one or two others also utilizing USDA funding.
- An additional mural financed by the Tourism Committee depicting the Crossroads of History by Chris Dreyer was started on Oct.1st on the DAAR property on Adams and Cook. (the former Title Company site).
- The Jim Blankenheim's and their daughter Katie are doing a complete exterior and interior redo to the former Shear Timing Beauty Salon on E. Wisconsin St. The shop will be operated by Katie.
- Sweet Tees tattooing that was burned out at Cook and DeWitt Streets has been relocated in the building most recently occupied by another tattoo operator in the former Communique Shop building.

NOTE: For detailed report and other additional items in the MSP/BID, see emails from GAM and MSP E.D. report.

END OF SEPTEMBER, 2012 REPORT.

A SPECIAL THANKS TO THOSE FOLKS WHO DO CALL MY ATTENTION TO AREAS IN THE BID NEEDING ATTENTION BY ME OR

THE CITY

PLEASE LET ME KNOW IF THERE ARE THINGS THAT I MAY HAVE OVERLOOKED OR ANY ITEMS THAT NEED

ATTENTION. I WELCOME YOUR SUGGESTIONS,

YOU DON'T HAVE TO WAIT FOR A BID MEETING! CONTRACTOR IS AVAILABLE 24/7 !

JUST GIVE A CALL TO 742-5054; CELL # 608 334-4207

Thank You, ENJOY LIFE AND THE FALL COLORS ! ! AND..... SHOP THE BID!

Gil Meisgeier, Portage BID Contractor, Associated Management Services.

MAIN STREET PORTAGE
Executive Director's Report
SEPTEMBER 2012 ACTIVITY
Prepared by GAM

**NOTE: BE FULLY INFORMED ON YOUR "NEIGHBORHOOD GOINGS ON"
READ THIS AND ALSO SEE BID REPORT FOR ADDITIONAL PERTINENT INFORMATION.**

DON'T MISS IT!

FIND IT ON LINE AT THE MAIN STREET PORTAGE WEB SITE

THE MSP E.D. REPORT WILL ALSO BE ON THE MSP WEB SITE

Some information is carried in both MSP & BID reports as it applies to the Downtown.

**DON'T FORGET, YOU CAN ALSO SEE THE BID REPORT ON THE MSP WEB SITE FOR ADDITIONAL
HAPPENINGS PERTINENT TO ALL BUSINESSES AND PROPERTY OWNERS IN THE MSP/BID**

WHERE DOES THE SMART SHOPPER SHOP FIRST? ? ? ?

MSP COMMITTEE REPORTS

ORGANIZATION COMMITTEE

Communications continue to improve as the MSP Web Site information being carried is more up to date, carries MSP/BID Business links and ads, more events details and improved communications. Please let me know of any recommended changes or news items.

The Downtown Portage Area Community Center (PACC) committee program with General Engineering to provide preliminary plans of the proposed project on the former Woolen Mill site to stakeholders (potential users) on Monday, Oct. 8th 2 -4- pm at General Engineering. This is in preparation for presentation to City Council, Administration et al.

ECONOMIC REVITALIZATION COMMITTEE

USDA GRANT(s)

**NOTE: FOUR OF THE PROJECTS LISTED ARE COMPLETED OR UNDERWAY
AS ON GOING PROJECTS**

**SUMMARY STATUS OF 2012 MSP / USDA TECHNICAL ASSISTANCE WORK
PLAN FYI**

1. **SCHEDULED; EXACT DATE TBD - Using Interactive Media in a Small Business – Wave of the Future Is Now; Use of internet, social media and e-commerce to expand your small business and business horizons.**

As of now it looks like Mike McCrary of Keystone Click is most likely to be conducting the program for MSP member businesses.

1A. DONE - JULY 30th - Upstairs Downtown, Grow Up, Not Out – Professor Mike Jackson

described how unused or under used second stories. How to capitalize on the increased retail

space and/or residents while enhancing the appeal of the Downtown.

This was the first of two presentations in Portage. One at the Agency House on 8/31/12 about

green reuse/redevelopment of vintage properties.

2. **DONE - Smart Interior Design & Layout** - Increase Traffic, Sales and Profits through proven merchandising & display techniques. Individual consults, hands on physical modifications.

Lyn Falk- Done in November 2012

3. **Marketing Management Development** – Marketing, Sales Management and Customer Service. Facilitator will also work with MSP Co-op Marketing Team to form, organize MSP team (#5 below)

4. **Marketing Your Products or Service** - Improve Sales, network by forming a local Marketing co-op(#4 below).

5. **PROJECT UNDERWAY AND ONGOING AS SCHEDULED SPRING / SUMMER / FALL Paint the Town: Enhance customer appeal of your business through visible exterior improvements (curb appeal) of your property. 2012 plans are to add to and include the eight façade improvements completed during summer of 2011 through MSP Paint the Town assistance, technical instruction, procurement, equipment use and/or materials and volunteers.**

NOTE: Lynn properties scissor lift is available to any downtown BID/ MSP business wishing to use it for property improvement. We will also have a three story bucket truck that has been made available to us for the same uses.

6. **PROJECT UNDERWAY AND ONGOING AS PLANNED- BIDS RECEIVED TBA - Attracting New Customers** through visible, attractive improvements to our Main Street Portage business community boosting tourism and attracting tourists to downtown shops and restaurants. A community wide effort of volunteerism mentored by a nationally recognized mural artist's team whose program is focused on capturing a town's heritage. People of all ages are invited to join in to improve and support their Downtown.

Included in the above work plan is the renovation of two vintage wall signs in the MSP district. The

HIDES WOOL FURS – TOP \$ sign on the west wall of Portage Furniture was completed as originally

hand painted by the originator in the early 1900's. Keith Willa completed it on 10/5/12.

The former Black's Furniture sign was one of the signs but will have to wait as the access building was destroyed by fire.

Looking at restoration of C.E GIESLER M.F.G. of the Bannister 10c CIGAR on Flower Co

wall. Also, SHANKS FEED on wall above Pop Corn Corner. The Clock Shop is also on our list. We

received bids from Keith Willa and I have met with Gary Leamons of L'Sign seeking additional bids.

7. BUSINESS NEWS IN MSP/BID:

- The former Shear Timing Beauty Salon on E. Wisconsin St. -----The Jim Blankeheim's are doing a complete exterior and interior redo to The shop will be operated by their daughter.
- Sweet Tees tattooing that was burned out at Cook and DeWitt Streets has been relocated in the building most recently occupied by another tattoo operator in the former Communique Shop building.
- E.D. has been working on the possibility of a bakery/café in the downtown.

DESIGN COMMITTEE

STREET SCAPE COMMITTEE E.D. has been participating as a member of the BID/MSP Street Scape committee gathering information and pricing on welded street art sculptures and precast concrete planters for tree islands/planted beds.

Metal sculpture street art: Two have been placed in square planters on bump outs. Plans are to obtain six more pieces of metal art for the remaining 6 square planters.

1. MSP PAINT THE TOWN 2012 ANOTHER WOW YEAR FOR DOWNTOWN FACELIFTS!!! The 2012 Façade Squad had another outstanding season with the use of the Lynn Properties scissor lift on 7 improvement projects. Count em! The new Smart Woman, Prairie Flower Beads, The Portage Theater, Edward Jones office building on West Cook St. Welcome Home Sew and Vac the Hair Lair used it as has H&H Pools and Spas. Next on the schedule with Fairway mortgage if the weather holds out. Add the six 2011 projects . - Nathan and Krista Miller Sound Store- Antique Mall - The Historic – Welcome Home Sew & Vac – Marry Me Bridal – Portage Furniture!!! PLUS.....others who also improved their sites – Flower Co. – Rogers Gift & Gallery – Portage Tire Co. and now Katie Blankenheim's beauty salon.

Thanks to all these owners for the upgrades and brightening their little corners of the world!

They care enough to help make our downtown look much better. This will encourage others to do the same.

And thanks to Lynn Properties for the loan of their equipment! This kind act of community spirit has

saved the property and business owners thousands of dollars.

Note: MSP will make the scissor lift available for use to any business/property owner in the downtown desiring to use it to improve their property. Give Gil a call to get on the list if you intend to take advantage of this opportunity !!!!

THE MURAL PORTION OF PAINT THE TOWN PROGRAM is scheduled to get underway during September with the restoration of vintage wall art on the Portage Furniture complex west wall. The lift will be utilized for the restoration of Downtown vintage wall art by Main Street Portage utilizing generous donations, MSP administrative time and USDA grant funds. Another piece of wall art is in the planning stages. The planned restoration of vintage signs and a new mural or two will surely greatly improve the ambiance of our downtown. (Google Plymouth, WI murals for an idea of the direction we are heading.).

Andy at the House of Clocks has had a twelve foot tall image of a grandfather clock produced to be mounted on his building at the point facing Wisconsin and Cook Streets. The lift will be used here to mount the clock and add back ground highlights. Another piece of wall art where the lift will be used is being financed by the Portage Tourism Committee is also planned. A mural by Chris Dreyer depicting the vintage Eulberg Brewery is scheduled to be done this fall at a site in the Downtown.

PROMOTIONS COMMITTEE

The Yuletide at the Portage 2012 Committee and the Canal Days 2013 committee has begun plans for the events. Anyone wishing to participate in these efforts is urged to contact Gil.

NEXT YULETIDE MEETING: WEDNESDAY, OCTOBER 17TH ; 8AM – 9 A.M. AT THE MERC

Many events are held in whole or in part in our downtown. These have brought thousands of people to our Downtown Portage.

*NOTE: Those events preceded with * are MSP/BID events. We also participated in most of the others.*

- ***May – October - Portage BID Farmers Market, every Thursday, noon to 6pm.**
- June – September - Community Wellness Walk, every Wednesday , 6 to 7pm
- May – October; Downtown Walking Tour, every 1st. Saturday, 10am, from Chamber office
- June – August - Concerts At the Portage every Wednesday night, Riverside Park

- ***June 1st, 2nd, 3rd - Canal Days 2012 , Market Square, Portage Canal, Riverside Park**
- **June 30th. Fourth of July Parade, Cook St.**
- **July 7th. Sand County Fine Arts Festival, Market Square**
- **July 7th. Rotary Craft Beer and Wine festival, Market Square**
- **July 21st; MDA Ride For Life, 1,000 bikes Downtown, Cook St. 12:30 to 2:30**
- ***August 4th - MSP Super Sidewalk Sales**
- **August 11th Kiwanis Bike to Read, hundreds of cyclers depart from Riverside Park**
- **August 24th, 25th Taste of Portage, Market Square and Cook St.**
- **August 25th.Volks March, from Riverside Park**
- **September 9th, Alzheimer's walk from Riverside Park**
- **October 27th. Portage Theater Downtown Halloween; Costume judging, march, movie**
- **November 23rd Canal Society Holiday Parade & Tree Lighting**
- ***November 23rd.. Santa Fly in / tour of city business districts**
- **November 23rd. & 24th. Portage Theater free kids movie with Food Pantry donation**
- ***November 24th. American Way & MSP present Santa and Reindeer in the Plaza**
- ***December 7th. MSP Historic Living Windows with Downtown Horse Drawn Wagon Tours**

OTHER VERY IMPORTANT NEWS ITEMS OF INTEREST TO MSP / BID

- Canal re-hab meeting put together by State Rep. Fred Clark group consisting of city officials suggested by the mayor, DNR representatives, Tammy Baldwin's office, Fox Wisconsin Heritage Parkway, State Historical Society and others was tentatively scheduled to reconvene in November, however I found out that the next meeting is on Tuesday, October 9th. I am planning to attend.
- Tourism Committee funding requests for that have been submitted by various entities. Are being reviewed. The requests add up to more than is available so requests are being reviewed and several requests will be whittled down.
- 2013 Discover Wisconsin show funded by The City Tourism Committee effort re: Portage is progressing with additional filming at Downtown. sites and events including Farmers Market., Taste etc. BID is participating in the cost of the program.
- The Riverside Park Welcome Center construction is slated to begin in spring.
- The Downtown Portage Area Community Center (PACC) on the former Woolen Mill site committee has been meeting with General Engineering and Kyle Dumbleton to provide preliminary plans of the proposed project for presentation to possible

occupants/stakeholders on Monday, Oct. 8th. Plan is to have a program before a City Council meeting soon.

SIXTEEN MSP/BID PROPERTIES IMPROVED DURING PAST 15 MONTHS !!!!

- The restoration of the vintage Wall Art sign “WOOL – HIDES- FURS” on the west end second floor of the Portage Furniture complex was completed on Oct. 4th. This will be paid for as part of the USDA grant MSP was awarded.
- Other sign restorations and murals are in the planning stage for the Flower company, Clock Shop and one or two others also utilizing USDA funding.
- An additional mural financed by the Tourism Committee depicting the Crossroads of History being painted by Chris Dreyer was started on Oct.1st on the DAAR property on Adams and Cook. (the former title Company site).
- The city Council has met in closed session several times to discuss the property where the tragic fire that destroyed the historic Rhyme building. Their plans are not known at this time.
- The underground parking facility was on the Municipal Services Committee agenda again for the Sept. 6th. meeting where they voted once again to close off the lower level after city engineer presented additional cost figures and income estimates!!!! I passed out these figures at the August meeting.
- Finance Committee is looking for ways to finance the “temporary” closing!!!
- The I-90, 94, 39 Explore Portage billboard will not be renewed for the next year. Poor location and visibility were listed as reasons.
- An additional mural has been completed as commissioned by the Chamber and financed by the Tourism Committee depicting a vintage “CROSSROADS OF HISTORY” which has been painted by Chris Dreyer. The lift was offered for use on that project as well.
- It now appears that the Concerts In The Park will be relocated to the VFW hall property for next season due to the construction of the Welcome Center in Riverside Park.
- The City has put in a crosswalk in at the Pizza Hut corner over to Riverside park / Tamarack **NOTE: For detailed report and other additional items in the MSP/BID, see emails from GAM and BID CONTRACTORS REPORT.**

SOMETHING I MISSED OR YOU WANT TO ADD ??????

JUST GIVE A CALL TO 742-5054; CELL # 608 334-4207

TIME WELL SPENT

During the month of September, Director worked on the following:

- **Visited, contacted and or patronized over 45 MSP business / property owners.**
- **Contacts with Chamber staffers, several of County Court House personnel, County Board members, Library personnel, City staffers, Council Members, the mayor, Main Street board members, Canal Society board members, seven BID board members and meetings of the Fox Wisconsin Heritage Parkway.**
- **Spoke personally on BID/MSP matters with the City Clerk staff, City Treasurer, City Engineer, Mayor, City Council members.**
- **During September, Director attended, viewed or participated in a total of 11 meetings of MSP associated entities including Mayor's ad-hoc Committee on the Welcome Center, Finance Com., Tourism Com., Municipal Services and Utilities committee, City Council, BID Board, MSP Board, Fox Wisconsin Heritage Parkway Core Planning Com.**
- **Several contacts with the Fox Wisconsin Heritage Trail Core team members.**
- **Coordinated Paint the Town schedule of those projects utilizing the Lynn scissor lift.**
- **Coordinating Mural painting projects**
- **Numerous day to day contacts with MSP/BID leadership on various issues.**
- **Conferred and/or corresponded with Wisconsin Main Street administrators in Madison.**
- **Fielded hundreds of phone calls and emails re: MSP/BID business, activities and involvements.**
- **Updated USDA reports.**

Total estimated MSP Director Hours expended on MSP associated business during SEPTEMBER was approximately 172 hrs. (40 hrs/wk. average). THX

END OF MSP EXECUTIVE DIRECTOR'S REPORT SEPTEMBER 2012 ACTIVITY
REPORT.

SOMETHING TO THINK ABOUT

BID PROMOTION, "80 GREAT REASONS TO EXPLORE PORTAGE DOWNTOWN"

LISTS 100 BUSINESS CATEGORIES!!

**HOW MANY OF THOSE DOWNTOWN BUSINESSES DID YOU PATRONIZE THIS PAST
MONTH??**

IF WE DON'T KEEP OUR PART TO KEEP OUR DOWNTOWN GOING

HOW CAN WE EXPECT OTHERS TO?

ENJOY THESE BEAUTIFUL FALL DAYS!!!

AND REMEMBER ... SMART SHOPPERS ... SHOP THE BID!

THE FOLLOWING LIST OF COMMUNITY WIDE EVENTS COMPILED BY THE CHAMBER

IT APPEARS HERE AS A CONVENIENCE FOR YOU.

PLEASE TRY TO ATTEND OR PARTICIPATE IN AS MANY

AS YOU POSSIBLY CAN.....

THAT'S HOW WE CAN ALL HELP BUILD COMMUNITY!

Events for October 2012

Apr 5 - Oct 31

Museum at the Portage is Open

May 15 - Oct 15

Special 2012-Only "Hard Hat" Restoration Tours

May 15 - Oct 2

Historic Indian Agency House Nature Trail Tuesdays

Sep 1 - May 31

Poetry and Photos in the Foyer

sep 14 - oct 21

Portage schools can win a share of \$1 million in U.S. Cellular's calling all communities campaign

Sep 25 - Jan 31

Gale Singers Community Choir

Oct 1 - Oct 27

Coat Drive - 8th Annual Coats of Many Colors

Oct 2

Teen-anon

Oct 4

Customer Service - Bringing Fun Into Life (morning session)

OCT 4

PORTAGE FARMERS MARKET

Oct 4

Customer Service - Bringing Fun Into Life (afternoon session)

Oct 4

"Spouse/Partner Loss" Support Group

oct 5 - oct 27

Drury Gallery "enchantment"

Oct 5

Business Appreciation Day at General Engineering

Oct 6	St Mary's Classic Car and Truck Show
Oct 6	2012 Portage Fall Craft Sale & Holiday Market
Oct 6	Girl Scouts 100th Birthday Party
Oct 7	St Mary Church's Fabulous Roast Beef Dinner and Raffle
Oct 9	Culver's Donation Day for the Library
Oct 9	Manufacturing Summit
Oct 9	Teen-anon
Oct 9	Business After 5 - Indian Trails Campground
OCT 11	PORTAGE FARMERS MARKET
Oct 11	Portage Center for the Arts, Inc. Brown Bag Series
Oct 12	Getting To Know the LGBTQ Community Workshop
Oct 13	Steve Meisner Band - Performing Arts Concert Series
Oct 13	Craft Sale
Oct 13	Portage United Methodist Church Fun Run
Oct 15	Flu Shot
Oct 16	Teen-anon
Oct 17	Splash Pad Fundraiser at Pizza Ranch
OCT 18	PORTAGE FARMERS MARKET
Oct 19	Our House Senior Living Community Bingo
Oct 20	Good Neighbor Day
Oct 20	City of Portage Fall Clean Up
Oct 20	Portage Fall Clean-Up
Oct 20	Bethlehem Lutheran Craft Fair
Oct 20	Carolyn Rowland Benefit at the Elks Lodge
Oct 22	St. Mary's Pardeeville Mobile Food Bank
Oct 23	Teen-anon
OCT 25	PORTAGE FARMERS MARKET
Oct 26 - Oct 27	Salvation Army Coat Drive Distribution
Oct 26	Portage Theatres Food Pantry Show
Oct 27	Leopold Center Art Discovery Day
Oct 27	Halloween at the Portage Theatre
Oct 27	Durward's Glen Fall Festival
Oct 27	Halloween mystery candlelight hike
Oct 28	Divine Savior's Ha 'WELL' een
Oct 30	Teen-anon
Oct 31	Trick or Treating

Nov 1	Monet and Merlot Series
Nov 2 - Dec 1	DRURY GALLERY - Fragments & Fiber
Nov 3	Jan Wheaton - Performing Arts Concert Series
Nov 3	Draw Down Hoe-Down 2012
Nov 6	Teen-anon
Nov 8	Portage Center for the Arts, Inc. Brown Bag Series
Nov 13	Teen-anon
Nov 13	Business After 5 - Free Spirit Travel
Nov 16	Our House Senior Living Community Bingo
Nov 20	Business Breakfast - 11/20/2012
Nov 20	"Grief Through the Holidays" Support Group

Nov 20	Teen-anon
Nov 23	Santa Fly-In at the Portage Airport for 2012
Nov 23 - Nov 24	Portage Theatres Free Kid's Movie - 2012
NOV 23	HOLIDAY PARADE & TREE LIGHTING - 2012
Nov 24	Small Business Saturday
NOV 24	SANTA'S LIVING REINDEER - 2012
Nov 26	St. Mary's Pardeeville Mobile Food Bank
Nov 27	Teen-anon
	Events for December 2012
Sep 1 - May 31	Poetry and Photos in the Foyer
Sep 25 - Jan 31	Gale Singers Community Choir
nov 2 - dec 1	Drury Gallery - Fragments & Fiber
Dec 1	Memorial Service
Dec 2	Gale Singers Holiday Concert 2012
Dec 4	Teen-anon
Dec 5	Historic Indian Agency House Kiddie Christmas - 2012
Dec 6	Historic Indian Agency House "Christmas at the Kinzies" - 2012
DEC 7	HISTORIC LIVING WINDOWS - 2012
Dec 8	Breakfast with Santa at Culver's
Dec 9	Breakfast at the KC Hall - proceeds to the Portage Splashpad
Dec 9	Canadian Pacific Holiday Train - 2012
Dec 11	Teen-anon
Dec 11	Business After 5 - Prairie Flower Beads
Dec 18	Teen-anon
Dec 21	Our House Senior Living Community Bingo
Dec 24	St. Mary's Pardeeville Mobile Food Bank
Dec 25	Teen-anon

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

LIBRARY BOARD MEETING Minutes
October 9, 2012

Meeting called to order 12:07
Present: All

- 1) Motion to approve September 11, 2012 meeting minutes. (EV/CP)
- 2) Financial Reports:
 - a) Motion to approve September 2012 Municipal funds claims and Library restricted funds claims for payment as presented. (AT/EV)
- 3) Director's Report: Shannon Schultz
 - a) In almost all categories, participation in programs and circulation of materials have increased compared to last year.
 - b) The Library Board will announce the Lowest Competent Bidder for the expansion/renovation project at 7:00 p.m. on Tuesday, October 30, 2012.
- 4) Library Fundraising Campaign Report: Addie Tamboli
 - a) Culver's is donating 100% of today's proceeds to the Library Fundraising Campaign.
- 5) Business:
 - a) Motion to release drawings for the bidding process. (DV-W/AT)
- 6) Meeting adjourned 12:46. (AT/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



CABINET MEETING MINUTES
Tuesday, October 16, 2012
8:30 a.m. to 9:15 a.m.
Memorial Room

Members Present: Jim Crawford Mayor Ken Jahn
Jon Crawford Matt Meyers
Jim Dalton Sue Martin
Rich Davis Dujstin Mueller
Ginni Hamele Shannon Schultz
Rich Heimerl Dr. Jan Seubert
Bev Hoffmann Chad Stevenson
Barb Knight Addie Tamboli
Jeff Liegel Josh Vehring
Ellie Voigt

Members Absent: Dr. Mark Curran
Travis Hamele

Consultant: Peter Woodburn

I.	<p><i>Welcome</i></p> <ul style="list-style-type: none"> • <i>Jeff welcomed everyone in attendance.</i> • <i>He announced that the campaign has reached \$1,525,000. as of today.</i>
II.	<p><i>Status of Divisions</i></p> <ul style="list-style-type: none"> • <i>Consultant reported on status of divisions and reviewed cabinet's remaining calls.</i> • <i>Library Foundation has received federal tax number.</i> • <i>Member of the Foundation include:</i> <i>Jeff Liegel, Jon Crawford, Dustin Mueller, Jim Dalton, Krista Miller, Josh Vehring, Andy Murphy, and Sue Holl.</i> • <i>Another newspaper ad will run in the Daily Register on 10/17 and will include a public donation form.</i>
III.	<p><i>Open Discussion</i></p> <ul style="list-style-type: none"> • <i>Cabinet was reminded to personally encourage local businesses to bid on the project.</i> • <i>Cabinet thanked consultant for assistance provided on the project.</i> • <i>A final review meeting will be held on December 5.</i> • <i>Jeff and Chad were thanked for the fantastic event at Culvers on 10/9.</i>
IV.	<p><i>Adjournment</i></p> <ul style="list-style-type: none"> • <i>Jeff and Chad adjourned the meeting at 9:15.</i>

**City of Portage
Community Development Authority Meeting
Tuesday, October 16, 2012, 6:00 p.m.
Municipal Building, Conference Room One**

Members present: Dan Brunt, Michael Decker, Marty Havlovic, Jim Grothman, Todd Kreckman, Members Absent Charles Poaches, Rick Dodd,

Additional: Ken Jahn, Craig S. (WPDR), Marianne Hanson, Jerry Indermark, City Attorney Jesse Spankowski

Public Hearing – 5:00 pm was the start time for the public hearing for the purpose of carrying out blight elimination and redevelopment projects, and as required by Wisconsin Statutes, to determine if the property is blighted property within the meaning of Section 66.1333 of the Wisconsin Statutes. This determination is for the following parcels: 11-271-1122, (101 West Cook Street) and 11-271-1121, (310 DeWitt Street). Mike Decker called roll call, read the notice for public hearing, and request 3 times for parties to speak either for or against declaring the properties for blight elimination. No one came forward, public hearing was closed at 5:05 PM

1. **Roll Call** – was taken at the scheduled meeting after the public hearing was closed.
2. **Approval of minutes from August 14, 2012** Motion by Dan Brunt.; second by Jim Grothman - motion passed 5-0 on call of roll
3. **Discussion and possible action on blight declaration.** City attorney Spankowski, explained to the group why this needed to happen. Motion by Dan Brunt.; second by Jim Grothman – to declare the two properties listed above in the public hearing blighted properties. Motion passed 5-0 on call of roll
4. **Discussion and possible action on CDA Resolution 12-001 relative to Declaring Properties to be Blighted and Requesting Authority to Acquire or Assist the Private Redevelopment of the Properties.** Motion by Dan Brunt.; second by Jim Grothman – to declare the two properties listed above in the public hearing blighted properties and passage of CDA Resolution 12-001. Motion passed 5-0 on call of roll
5. **Discussion and possible on recommending approval of appraisal agreement.** Attorney Spankowski, explained that in order to go forward we had to do and pay for an appraisal for the properties, Motion by Dan Brunt, 2nd by Jim Grothman to recommend to council the approval of the appraisal contract recommended by the city attorney with the additional information, that the owner mentioned in the contract be the city of Portage as owner of the appraisal and that in the appraisal, the value of the land and buildings be separately identified. Motion passed 5-0 on call of roll

6. Next Meeting – Set next meeting, next meeting to be scheduled when the Ady Voltage recommendations are ready to be set

7. Adjournment - Motion by Todd Kreckman, second by Marty Havlovic to adjourn. Motion passed 5-0 on call of roll.
Adjourned @ 5:35

Minutes prepared by Mayor Ken Jahn

OPERATOR LICENSE APPLICATIONS - BY LAST NAME

LICENSE YEAR: OCTOBER 25, 2012-JUNE 30, 2013

Carrie M. Carstens-Ritter
Craig J. Gault
Genevieve L. Tangney
Chadwick D. Stensrud
Jacob C. Solterman
Kyle R. Charmley

**City of Portage
Human Resources Committee Meeting
Wednesday, October 17, 2012, 5:00 p.m.
Municipal Building, Conference Room One**

Members Present: Kenneth H. Jahn, Chairperson, Kenneth Ebnetter, Jeff Garetson, Doug Klapper, Michael G. Oszman

Members Excused: Rick Dodd

Also present: City Clerk Moe, Interim City Administrator Murphy

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

1. Roll call

The meeting was called to order at 5:00 by Mayor Jahn.

2. Approval of minutes from previous meeting

Motion by Klapper, second by Oszman to approve the minutes of the September 27, 2012 meeting. Motion carried unanimously on call of roll.

3. Closed session

Motion by Oszman, second by Klapper to go into closed session pursuant to Wisconsin State Statutes 19.85(1)(c) for the evaluation of non-represented personnel. Motion carried unanimously on call of roll at 5:05 p.m.

4. Reconvene to open session for remainder of the meeting

Motion by Oszman, second by Klapper to reconvene to open session for the remainder of the meeting. Motion carried unanimously on call of roll at 5:35 p.m.

5. Discussion, update and possible action on job descriptions for Finance Director, City Clerk, Court Clerk and Receptionist

Committee reviewed revised job descriptions for Finance Director, City Clerk, Court Clerk and Receptionist. The payable function was moved to the Finance Director. The financial functions currently in the City Clerk's description should be included in the revised description, as well as the requirement to be a notary. The physical requirement of lifting up to 40 pounds should be included in the Receptionist/Administrative Support Clerk description.

The pay grades are as follows: Court Clerk/Administrative Assistant – 5, Receptionist/Administrative Support Clerk – 2, Finance Director and City Clerk – 10.

Motion by Oszman, second by Klapper to approve the job description for Finance Director with the inclusion of a statement that deposits are to be done in accordance with city policy, and the ability to become a notary. Motion carried unanimously on call of roll.

Motion by Oszman, second by to approve the revised job description for City Clerk with the inclusion of a statement that being a notary is a requirement and the other changes as noted. Motion carried unanimously on call of roll.

Motion by Oszman, second by Klapper to approve the revised job description for Court Clerk/Administrative Assistant as presented with the inclusion of a statement that there is the ability to become a notary. Motion carried unanimously on call of roll.

Motion by Oszman, second by Klapper to approve the revised job description for Receptionist/Administrative Support Clerk as presented with the inclusion of a statement that there is the ability to become a notary and the ability to obtain a driver's license and the other noted changes. Motion carried unanimously on call of roll.

6. Discussion and possible action on recommendation for City Administrator recruitment firm

Interim City Administrator Murphy left the meeting at 6:35 p.m. Mayor Jahn explained that proposals from five (5) firms were reviewed and the review committee is recommending Public Administration Associates from Oshkosh. All the firms stated that December is not a good month to recruit a greater pool of candidates and suggested that January is the better time.

Motion by Oszman, second by Garetson to recommend to council entering into a contract with Public Administration Associates for the recruitment of a City Administrator. Motion carried unanimously on call of roll.

7. Adjournment

Motion by Oszman, second by Klapper to adjourn. Motion carried unanimously on call of roll at 6:38 p.m.

Marie A. Moe, WCPC, MMC
City Clerk

City of Portage Position Description

Name:		Department:	Finance
Position Title:	Finance Director/Treasurer	Pay Grade:	10 FLSA: Exempt
Date:	October, 2012	Reports To:	City Administrator

Purpose of Position

This position exists to direct and coordinate the City Financial Department and discharge the duties and responsibilities of the City Treasurer as provided in Wisconsin Statutes.

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 statutory duties of City Treasurer per Wisconsin State Statutes: collects, receipts and deposits all monies paid to the city in accordance with city policy; maintains a proper record of all monies received by the city; disburses funds from the treasury upon proper authorization; prepares a monthly treasurer's report for submittal to the Common Council.
- Performs financial duties: manages and supervises public funds; administers, recommends, and implements central accounting systems and procedures for the City and its entities pursuant to GASB and GAAP; maintains accounts payable and receivables for the City, supervises community development block grant program; attends Economic Development Loan Committee meetings; administers various fees and credits; coordinates and reviews audits; solves accounting and fiscal problems; performs risk management duties related to cash control; completes various financial reports;; provides assistance to the public.
- Performs administrative duties: prepares various records, reports, and documents; researches, compiles and provides information for debt management and collective bargaining; advises department heads, Mayor, City Council and City Administrator in all matters of City finances; assists in preparation, presentation and administration of all departmental budgets; prepares debt service, Finance Department, TIF, transit, and revenue budgets; plans and attends meetings, conferences, and seminars; acts as purchasing agent for the City, and administers purchase order system.
- Performs supervisory functions: plans, instructs, assigns, and reviews work of Finance Department employees; participates in and makes recommendations for discipline, discharge, hiring, promotion, position descriptions and transfer decisions; performs employee evaluations.
- Performs other duties as required.

Minimum Training and Experience Required to Perform Essential Job Functions

Bachelor's degree in Accounting, Finance or a related field, and three to five years financial experience, Certified Municipal Treasurer or any combination of education and experience that provides equivalent knowledge, skills, and abilities. Must possess a valid Wisconsin Drivers License. Must be eligible to be bonded and/or a notary public.

Minimum Physical and Mental Abilities Required to Perform Essential Job Functions

Physical Requirements

- Ability to operate a variety of office equipment such as a personal computer, calculator, and telephone.
- Walking, standing and sitting for periods of up to 4 hours. Occasional lifting of objects up to 40 pounds or less. Ability to travel offsite for meetings, conferences, etc.

Supervisory Skills

- Ability to plan, assign, instruct and review the work of others and supervise those assigned to assist with Treasurer Responsibilities.

Mathematical Ability

- Ability to add, subtract, multiply, divide, calculate decimals and percents, and utilize principles of algebra and descriptive statistics.

Language Ability and Interpersonal Communication

- Ability to comprehend and interpret a variety of legal and financial documents such as balance sheets, general ledgers, income statements, as well as tax statements, billing invoices, , insurance forms, public notices, , and statements of operation.
- Ability to prepare a variety of documents such as billing invoices, grant and loan documents, statements of operations, balance sheets, payroll reports, audit and financial reports, correspondence using prescribed format and conforming to all rules of punctuation, grammar, diction, and style.
- Ability to record and deliver information, learn, interpret and explain procedures, and follow instructions.
- Ability to communicate effectively with accountants, bankers, auditors, department heads, elected officials, State officials, assessors, fellow employees, and general public.

Environmental Adaptability

- Work is performed in an office environment.

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

Common Council Approval: _____

City of Portage Position Description

Name:		Department:	Administration/Finance
Position Title:	City Clerk	Pay Grade:	10 FLSA: Exempt
Date:	October, 2012	Reports To:	City Administrator

Purpose of Position

This position exists to discharge the duties and responsibilities specified in Wisconsin Statutes and to provide general administrative support in matters related to financial management.

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 statutory duties of City Clerk: maintains essential municipal records including: ordinances, resolutions, contracts, and meeting minutes; manages Record Retention program; attests to and signs official documents; prepares/certifies statement of taxes, tax roll, tax notices; prepares/certifies statement of assessment, responsible for issuance and recording of all permits and licenses required by ordinance.
- Performs functions of Common Council Secretariat: attends all council meetings and other committees or boards as required and records their proceedings; prepares council/committee agendas; advises council on matters of parliamentary procedure; monitors and ensures Open Meeting Law compliance; records correspondence to Council members, publishes notices of council activities as required; coordinates activities and personnel of Portage Cable Access Channel; provide technical/clerical support to council, boards and commissions.
- Performs financial functions: maintains City's payroll and employee benefits system; responsible for submission of reports and payments for income and property taxes; publishes annual budget notice; prepares annual state financial report; processes sales tax reports; authorizes draws against the treasury; maintains insurance policies, prepares and participates with financial operations, reports cash controls and audits in coordination with Finance Director, prepares reports as required by council, staff, and/or City Administrator.
- Performs administrative functions: attests to and signs official documents; provides assistance to general public and responds to citizen inquiries; maintain complaints management program records; administers employee insurance, pension and benefit programs, maintains personnel files, prepares various documents and reports as requested by council, staff and/or public; monitors compliance with Freedom of Information Act; and serves as member of Board of Review; prepares required federal and state payroll tax reports; prepares various reports as requested by City Council, Mayor and City Administrator, supervises staff assigned to assist with Clerk's responsibilities.
- Administers and coordinates election process; maintains voter registration records; prepares ballots and notices; certifies canvass of local elections; administers hiring, training and certification of election officials, purchases necessary election equipment and supplies.
- Performs general administrative and customer service functions.
- Performs other duties as assigned.

Minimum Knowledge, Skills and Abilities Required to Perform Essential Job Functions

Education and Experience

- Associate Degree in Accounting, Bookkeeping and three to five years of local government administrative support or office manager experience, or Certified Municipal Clerk or any combination of education and experience that provides equivalent knowledge of GAAP and local government or business management practices and procedures.
- Knowledge of or ability to rapidly learn requirements and procedures associated with administration of elections.

Physical Requirements

- Ability to operate a variety of office equipment such as a personal computer, calculator, photocopier, and telephone.
- Walking, standing and sitting for periods of up to 4 hours. Occasional lifting of objects up to 40 pounds or less. Ability to travel offsite for meetings, conferences, supervise polling places, etc.

Mathematical Ability

- Ability to add, subtract, multiply, divide, and calculate decimals and percents.

Language Ability and Interpersonal Communication

- Ability to comprehend, interpret and prepare a variety of documents such as ordinances, resolutions, legal notices, payroll reports, election reports, licensing and permitting reports, invoices, statements of assessment, statements of taxes, council minutes and correspondence using prescribed format and conforming to all rules of punctuation, grammar, diction, and style.
- Ability to record and deliver information, learn, interpret and explain procedures, and follow instructions.
- Ability to communicate effectively with accountants, department heads, elected officials, City Attorney, State officials, assessors, fellow employees, municipal clerks, election workers, the general public and others.
- Ability to develop, implement and maintain financial accounting systems.

Environmental Adaptability

- Work is performed in an office environment.

General Requirements

- Must possess a valid Wisconsin Driver’s License.
- Must be eligible to be bonded and/or a notary public.

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

Approved by Common Council: _____

City of Portage Position Description

Name:		Department:	Municipal Court /Administration
Position Title:	Court Clerk/Administrative Assistant	Pay Grade:	5 FLSA: Non-Exempt
Date:	October, 2012	Reports To:	Municipal Judge/City Administrator

Purpose of Position

This position exists to provide clerical and administrative support services to the Municipal Court & back up for Administrative Departments. Records and documents all steps in the judicial procedure. Performs a variety of routine calculating, accounting, and typing duties to accomplish the processing of citations and court cases for the Court.

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.

- Docket citations for infractions and non-traffic misdemeanors issued by the Police Department and maintain a record and filing system for their orderly processing. Mail citations according to summons.
- Performs general clerical, secretarial and receptionist duties for Municipal Court: schedules trials, conferences and hearings, types and files correspondence and reports; answers telephone/emails, and records messages; prepares correspondence and reports for municipal Judge and/or Attorney; assists in maintenance of various records; prepares revenue reports, prepares and monitors community service, payment agreements, sentencing agreements, files documents for disposition of sentences, monitors and coordinates court ordered stipulations on license status, traffic school attendance, or other community service requirements.
- File miscellaneous documents related to the court's operations and enter on computer system. Receive bail forfeitures and payments on fines; receipt and deposit all money received by the Court.
- Complete dispositions on citations. Complete necessary forms, distribute dispositions and forms to appropriate agencies and maintain records according to procedure. As assigned, attend court sessions and serve as court reporter.
- When necessary or as directed, serve as back up to Administration and Finance support staff.
- Performs other duties as required.

Minimum Training and Experience Required to Perform Essential Job Functions

- High school diploma with additional training in secretarial skills and one to three years general office experience, or one to two years word processing and excel experience, or any combination of education and experience that provides equivalent knowledge, skills, and abilities.
- Must have or quickly acquire an understanding and application of court procedures, functions, and purpose.

City of Portage
Position Description

- Must acquire and maintain professional knowledge relating to the legal environment and operations of the Municipal Court and related agencies.
- Must be eligible to be bonded and/or a notary public.

Knowledge, Skills, Abilities, and Physical Requirements Necessary to Perform Essential Job Functions

Physical Requirements

- Ability to operate a variety of office equipment such as a personal computer, typewriter, calculator, photocopier, fax machine, and telephone switchboard.
- Ability to walk, sit or stand in office environment for periods up to 4 hours. Occasional ability to lift, carry, and put away such items as records and office supplies of moderate weight of up to 40 pounds.
- Ability to obtain a Wisconsin Driver License.

Mathematical Ability

- Ability to add, subtract, multiply, divide, and calculate decimals and percents.

Language Ability and Interpersonal Communication

- Ability to comprehend and interpret a variety of documents such as billing invoices, employee time sheets, meeting minutes, ordinances, and operating policies and procedures.
- Ability to communicate effectively with co-workers, elected officials, and the general public.
- Ability to keep departmental information confidential.

Environmental Adaptability

- Work is performed in an office environment.

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

City Council Approval:

City of Portage Position Description

Name:	Department: Finance & Administration
Position Title: Receptionist/Administrative Support Clerk	Pay Grade: 2 FLSA: Non-Exempt
Date: October, 2012	Reports To: City Administrator

Purpose of Position

This position exists to provide clerical and administrative support services to the Finance & Administrative Department.

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 general clerical, secretarial and receptionist duties: types and files correspondence and reports; answers telephone and records messages; directs calls to appropriate staff; answers citizens inquiries regarding municipal services; assists in maintenance of various records; assemble and distribute council/committee meeting packets; opens, sorts and distributes daily mail; acts as secretary to the City Administrator; acts as confidential secretary to other department heads as needed.
- Receives and receipts customer payments for various municipal services, including court, and assists in ledger processing as assigned.
- Assembles, transmits/mails agendas and accompanying materials for Common Council and committee, boards and commissions appointed by the Council.
- Posts and edits information and forms on City of Portage Website.
- Assists as necessary in election procedures.

Minimum Training and Experience Required to Perform Essential Job Functions

- High school diploma with additional training in secretarial skills and one to three years general office experience, or one to two years word processing experience, or any combination of education and experience that provides equivalent knowledge, skills, and abilities.
- Must be eligible to be bonded and/or a notary public.

Knowledge, Skills, Abilities, and Physical Requirements Necessary to Perform Essential Job Functions

Physical Requirements

- Ability to operate a variety of office equipment such as a personal computer, typewriter, calculator, photocopier, fax machine, and telephone switchboard.

City of Portage
Position Description

- Walking, standing and sitting for periods of up to 4 hours. Occasional lifting of objects up to 40 pounds or less.
 - Ability to obtain a Wisconsin Driver License.

Mathematical Ability

- Ability to add, subtract, multiply, divide, and calculate decimals.

Language Ability and Interpersonal Communication

- Ability to comprehend and interpret a variety of documents such as billing invoices, employee time sheets, meeting minutes, ordinances, and operating policies and procedures.
- Ability to communicate effectively with co-workers, elected officials, and the general public.
- Ability to keep departmental information confidential.
- Ability to prepare a variety of documents such as reports and correspondence.
- Familiar with and ability to use word processing, electronic mail and similar digital document processing applications.

Environmental Adaptability

- Work is performed in an office environment.

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

Proposal

City Administrator Executive Recruitment Services City of Portage, Wisconsin

Prepared by
Stephen Hintz
Public Administration Associates, LLC

August 2012



Public Administration Associates, LLC

*P.O. Box 282
Oshkosh WI 54903
Phone: 920-235-0279
Fax: 801-659-8673
Email: paassoc@northnet.net*



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August 2, 2012

Kenneth H. Jahn, Mayor
City of Portage
115 W. Pleasant Street
Portage, Wisconsin 53901

Dear Mayor Jahn:

I am pleased to submit the attached proposal by Public Administration Associates, LLC, to assist the City of Portage in the recruitment and selection of a new City Administrator.

In making your decision, I would ask that the following items be considered:

1. Public Administration Associates, LLC specializes in Wisconsin. While it advertises nationally and attracts applicants throughout the United States, PAA has focused on the Midwest and, particularly, Wisconsin simply because of the preferences of the partners not to spend time flying around the country.
2. PAA partners have substantial local government recruitment experience. Stephen Hintz has been recruiting for 28 years. Bill and Denise Frueh have been recruiting for 16 years. Combined they have been responsible for the recruitment and selection of nearly 200 municipal administrators and managers.
3. PAA has substantial experience in Wisconsin in a wide variety of communities. Although PAA has worked with large municipalities such as Waukesha, Wauwatosa (twice), and Fond du Lac, it specializes in smaller and medium-sized municipalities. Recently, PAA has worked with Hartland, Delavan, Antigo, Whitefish Bay, and Twin Lakes.
4. The PAA partners have a comprehensive understanding of the perspectives of elected officials and appointed administrators, based upon their professional experiences.
5. The work of PAA is professional, thorough, and timely. It is tailored to what the municipality needs, but it does not offer more services than are necessary.

6. Finally, the work of PAA is very reasonably priced because PAA operates with limited overhead costs.

If you have any questions, please do not hesitate to call me at (920) 231-9714.

Sincerely,

A handwritten signature in cursive script, appearing to read "Stephen Hintz". The signature is written in black ink and is positioned above the typed name.

Stephen Hintz, Partner
Public Administration Associates, LLC

Proposal to the City of Portage, Wisconsin for the Recruitment and Selection of a New City Administrator

Public Administration Associates, LLC, is a consulting firm specializing in local government recruitment and management studies. PAA was organized in April 1998 by partners William Frueh, Denise Frueh, and Stephen Hintz. William Forrest, Daniel Elsass, and Gordon Hintz are PAA Associates.

Further information about the partnership can be found at www.public-administration.com.

Stephen Hintz, Consultant

Stephen Hintz specializes in executive recruitment and in studies of organizational structure and processes. Hintz taught personnel, budgeting, and municipal management in the Master of Public Administration program at the University of Wisconsin Oshkosh for twenty years. During that time, he also served as executive secretary of the Wisconsin City/County Management Association. Hintz holds a Ph.D. in political science from Yale University. He has worked with over 120 Wisconsin municipalities on administrator recruitment and organizational studies. In 1998, Hintz was elected to the Oshkosh Common Council and served as Mayor from 2002 to 2004. In 2001, Hintz received the prestigious Stephen Sweeney Award from the International City/County Management Association for his work in promoting professional local government in Wisconsin.

William Frueh, Consultant

William Frueh has 34 years of experience in local and state government, including 20 years as the City Manager of Oshkosh, Wisconsin. He also served as the director of economic and community affairs for the State of Oklahoma. Oshkosh Citizens and the *Oshkosh Northwestern* newspaper named Frueh as one of the ten most influential people in Oshkosh during the twentieth century. Frueh received his bachelor's degree in civil engineering from Iowa State University. He has been actively consulting since 1996.

Denise Frueh, Consultant

Denise Frueh received her bachelors and master of business administration degrees from the University of Wisconsin Oshkosh. She worked as a division head in the City of Oshkosh Finance Department for seven years and as Deputy City Assessor. She has been actively consulting since 1996.

Daniel Elsass, Consultant

Daniel Elsass has 14 years experience as a professional municipal and county administrator, serving as the city administrator for Fitchburg, Baraboo, and Chippewa Falls, and as the assistant to the administrator in Rock County Wisconsin. Elsass also taught local elected and appointed officials through the University of Wisconsin-Extension Local Government Center and UW-Continuing Studies. Additional work includes training newly elected officials in budget and finance for both the Wisconsin League of Municipalities and Wisconsin Counties Association. Elsass has experience in collective bargaining, union contract administration, personnel management, and finance and is available for interim administrator work. Elsass served 12 years on the Wisconsin State Auditor's Local Government Best Practices Commission and in 2003 he researched and wrote *Merger of City-City-County Services: Best Practices*

William Forrest, Consultant

William Forrest served as director of planning for Marathon County for 22 years and as administrator of the Town and the City of Weston for over five years. He received his bachelor's degree in regional analysis from the University of Wisconsin-Green Bay and his accreditation (AICP) from the American Institute of Certified Planners. In 1992 he was named the Public Employee of the Year by the Wausau Area Chamber of Commerce for his "efforts to foster economic and community development in the Wausau Area," Forrest also has served as interim administrator in Chippewa Falls, Weyauwega, and the Town of Buchanan.

Gordon Hintz, Consultant

Gordon Hintz received his bachelor's degree from Hamline University (MN) and master's degree in public policy and administration from the University of Wisconsin-Madison. He has worked as a member of Senator Kohl's staff in Washington DC, a research assistant for the Kettl Commission on state and local government, and a management assistant and budget analyst for the City of Long Beach, California. He currently is serving as a representative in the Wisconsin State Assembly. He is a member of the State Building Commission.

Project Consultants for Portage

Stephen Hintz and **Daniel Elsass** will be the key personnel on the project. Hintz will serve as the lead consultant and will be responsible for all formal contacts with the City. Both Hintz and Elsass will attend all meetings with City elected officials and staff in the design and implementation of the recruitment and selection process. Both Hintz and Elsass will conduct background and reference checks, in part to provide a means of verifying responses. Hintz will serve as the contact consultant with the semi-finalists and finalists and, subject to City instructions, will negotiate the employment agreement with the selected candidate.

PAA Objectives and Approach to an Executive Search

Our primary objectives are (1) to attract the highest number of professionally qualified, experienced, and diverse applicants and (2) to facilitate a selection process that is thorough, professional, and timely, resulting in the selection of the candidate who best meets the requirements of the City.

We believe that the municipal governing body should be actively involved in the selection process at all stages of the process and that our primary role is to provide progressively more information about candidates to assist the governing body in selecting semi-finalists, finalists, and the final selection. While we certainly review applicants carefully, it is not our role to actually select candidates.

We believe that the process consists both of recruiting—the City actively selling itself to potential administrators—and selecting—the City carefully reviewing applicants for the best possible choice. Too often municipalities only consider the selection part.

We believe that the staff has a large stake in the process. We recommend that department heads and senior staff have an opportunity to meet and talk with each of the finalists and that staff comments be relayed to the governing body. However, we fully recognize that the final decision rests with the governing body.

Finally, we believe that the process should be conducted in a planned, deliberate, and timely fashion. Specific preferences of the City should be accommodated in the design of the process, not as the process unfolds.

Outline of Process

This proposal describes the activities to be performed by Public Administration Associates, LLC, acting as consultants for the City of Portage, Wisconsin in the recruitment and selection of a new City Administrator.

Activities to be performed by Consultants

1. Meet with the Mayor and other elected and staff personnel as appropriate to discuss characteristics desired in the next administrator and the process of recruiting an administrator, review the City administrator ordinance, prepare the position description, determine recruitment procedures and the interview and selection process, and determine the time schedule;

[These meetings are important to establish the qualities that the Mayor and the Council want in the City Administrator and to determine the recruitment procedures and schedule.]

2. On the basis of these discussions, prepare the position advertisements and a position/community profile for website and mail dissemination;

[The community profile will include a description of the resources and services of the City, organizational structure, position description and expectations, business, housing, school, and non-profit organization information, and other information as appropriate.]

3. Place advertisements in appropriate publications and on-line sources, (International City/County Management Association Newsletter and on-line, The Municipality and the League of Wisconsin Municipalities on-line, Govtjobs.com, WCMA., ILCMA, University of Kansas, University of Wisconsin, University of Minnesota, newspaper of record); contact and encourage personally known administrators to apply;

[The ICMA Newsletter and on-line are the premier channels for reaching qualified administrators across the nation.]

4. Receive applications and acknowledge receipt;
5. Review applications and sort into appropriate categories (highly qualified, qualified, wild card, and not qualified);

[The initial sorting of applicants is made on the bases of type of experience, quality of experience, education, and any other characteristics that may be relevant.]

6. Review applications with the Mayor and Council for selection of semi-finalists (8-10);

[The Mayor and Council review the sorted applications with the focus normally being on the applicants in the highly qualified, qualified, and wild card categories. The Mayor and Council

select those applicants about which it wants more information. Normally, 8 to 10 applicants are selected as semi-finalists.]

7. Contact semi-finalists; conduct background and reference checks; prepare semi-finalist candidate profile statements; arrange for DVD presentations;

[This is the most important and time-consuming part of the search process. Semi-finalists must supply references that are elected officials and staff members with whom the applicant has worked. If references are not appropriate, semi-finalists must supply additional references. Questions are asked about accomplishments, strengths, skills, interpersonal relationships, and areas of improvement. This information is critical in evaluating the candidates and preparing the candidate profile statements. In addition, each semi-finalist prepares a short DVD in response to a series of questions. If desired, telephone interviews will be arranged.]

8. Review semi-finalists with the Mayor and Council for selection of candidates to be interviewed;

[The Mayor and Council review the profiles developed from the reference/background information and reviews the DVDs. They then select three to six candidates as finalists to be interviewed. We normally recommend four or five finalists. At this stage, all of the candidates should be technically qualified to be the city administrator. The primary value of the interview is to determine the "fit" with the Mayor, Council, staff, and community.]

9. Work with the Mayor, Council, City staff, and candidates to arrange interviews;
10. Assist in the interview process, including arranging the schedule, coordinating plans with candidates, providing sample interview questions, conducting a writing exercise, observing the interviews, facilitating the selection of the first choice, and seeing that the interviews run smoothly;

[While there are a variety approaches to the interview process, PAA normally recommends a two-day process. On the first day, all of the finalists on individual schedules tour the City and meet with the department heads and senior staff. Although the department heads do not participate in the selection of the new administrator, each of them is asked to comment on the candidates as further evidence for the Council to consider. The meetings with the department heads are important for both the candidates and the department heads. In the evening, the Mayor and Council host a social gathering with the finalists simply to get acquainted and to talk informally.

On the second day, the Mayor and Council interview each candidate for one to one-and-one-half hours. In addition, each candidate participates in a writing exercise to determine writing skills. The actual interview days are at the convenience of the Mayor and Council.]

11. Convey terms to and from the candidate selected until agreement is reached; and

[Normally, the Mayor and Council meet after the interviews to select its choice for City Administrator. Since the Council is in closed session, it instructs the consultant to begin discussions with the desired candidate. The use of a third party negotiator is very helpful in the process in reconciling differences between the Council and the candidate. When an employment agreement has been prepared, the consultant informs the Mayor and Council that if they make an offer on the basis of the agreement, the offer will be accepted.]

12. Prepare letters for the Mayor's signature thanking all applicants and notifying them of the final result.

Professional References

Municipal clients for executive searches

Jon Hochkammer, Mayor, City of Verona, Wisconsin 608-663-7188 (W)

Julie Siegel, President, Village of Whitefish Bay, Wisconsin 414-963-8695 (H)

Mark Rohloff, City Manager, City of Oshkosh, Wisconsin 920-236-5000 (W)

Karen Matze, former Administrator, Village of Suamico, Wisconsin 920-544-0009

Finalists for administrator positions

Steven Kubacki, Administrator, Village of Suamico, Wisconsin and former Administrator, Chippewa County, Wisconsin 920-434-2212 (W)

Patrick DeGrave, Manager, Village of Whitefish Bay, Wisconsin 414-962-6690

Paul Evers, Administrator, Village of Howard, Wisconsin 920-434-4640

William Burns, Administrator, City of Verona, Wisconsin 608-845-6495

Administrator/Manager Searches Conducted by Partners Public Administration Associates, LLC

(State of Wisconsin unless otherwise noted)

Note: The number beside the municipality name is the number of times PAA has assisted the municipality.

Cities

Adams (2)
Antigo (3)
Ashland (2)
Baraboo (2)
Berlin
Brillion
Chippewa Falls (2)
Clintonville
Crystal River, Florida
Delavan (2)
DePere (3)
Eagle River
El Paso, Illinois
Elroy (3)
Evansville (3)
Fond du Lac
Fort Atkinson
Fox Lake (2)
Hartford
Hillsboro (2)
Hudson
Independence, Iowa
Jefferson (2)
Lancaster (4)
Marquette, Iowa
Marshfield (2)
Mauston (4)
Mequon
Merrill
Milton
Minonk, Illinois
Monona (2)
Monroe (2)
New Lisbon
New London (2)
Niagara
Oak Park Heights, MN
Oconto
Pine Island, MN
Prairie du Chien (2)
Princeton
Reedsburg (2)
Rhineland
Rice Lake
Richland Center

South Haven, MI
St. Croix Falls
Sturgeon Bay (4)
Tomah
Verona (3)
Washburn (2)
Waterford
Waukesha
Waunakee (2)
Waupaca
Waupun
Wautoma
Wauwatosa (2)
Weyauwega
Whitewater

Villages

Bayside (4)
Bellevue
Clinton (2)
Darion
Denmark (2)
Elm Grove
Ephraim
Fox Point (2)
Grafton
Greendale (2)
Hartland (2)
Howard (3)
Johnson Creek (3)
Kewaskum
Little Chute (3)
Maple Bluff
New Glarus (2)
North Fond du Lac (3)
Oregon
Osceola
Paddock Lake (2)
Palmyra
Pardeeville
Prairie du Sac
Pulaski
Sherwood
Slinger (2)
Spring Green
Sussex

Thiensville (2)
Turtle Lake (2)
Twin Lakes
Union Grove (2)
W. Milwaukee (3)
Wind Point
Winneconne (3)
Whitefish Bay (2)
Wrightstown (3)

Towns

Buchanan
Cedarburg (2)
Clayton
Grand Chute
Greenville
La Pointe
Menasha (4)
Rib Mountain
Richfield
Weston

Counties

Chippewa (3)
Iowa
Monroe
Shawano
Wabasha, MN (2)
Polk

Timeline

- | | |
|----------------|--|
| Week 1 | Meet with Mayor and with Council members to discuss candidate qualifications and recruitment process |
| Week 2 | Prepare job/community profile and job advertisements, place ads |
| Week 5 | Deadline for applications |
| Week 6 | Meet with Mayor and Council to review sorted applications and to select semi-finalists; notify semi-finalists, begin background and reference checks of semi-finalists |
| Week 7 | Continue background and reference checks |
| Week 8 | Complete background and reference checks; prepare candidate reference profiles |
| Week 9 | Meet with Mayor and Council to review semi-finalist information and to select finalists |
| Week 11 | Finalist interviews |
| Week 12 | Consultant negotiates employment agreement with selected finalist; Mayor and Council review agreement and if acceptable make formal offer |
| Week 13 | Selected finalist accepts offer |
| Week 17 | Administrator begins work |

Cost

\$8,000 plus expenses not to exceed \$1,000 (postage, copying, long distance phone, mileage, miscellaneous items)

Not included are costs for advertising estimated at \$600, any aptitude/psychological tests, or post-interview visits to the candidate's community of residence.

Approval:

Offered by: Stephen Hunt 8/2/2012
Public Administration Associates, LLC Date

Accepted by: _____
City of Portage 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.)
Thursday, September 20, 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

The meeting was called to order at 6:30 P M. All committee members were present. Others in attendance: Huan Qing Peng, Mark Hahn, Jesse Spankowski, and Ken Manthey

2. Approval of minutes from previous meeting

Motion by Maass and seconded by Hamre to approve the minutes of the previous meeting as printed. Carried on a 3-0 vote with Miller and Havlovic abstaining, because they were not at the previous meeting.

3. Discussion and possible action on ordinance requiring secondhand dealers and pawnbrokers to file reports electronically

Motion by Havlovic and seconded by Maass to approve ordinance requiring secondhand dealers and pawnbrokers to file reports electronically. The ordinance didn't have a number applied to it at the time of the meeting. The ordinance was changed under part 4 Holding Period part B from 10 days to 21 days after the date of purchase or receipt of any secondhand article. Also in section C 15 days was changed to 21 days after the date of purchase or receipt of any second hand jewelry.

4. Discussion and possible action on ordinance allowing chickens in the city

Motion by Miller seconded by Maass to take this to the Council meeting of September 27th for preliminary approval or disapproval of drafting an ordinance allowing chickens in the city. If the Council votes no the issue is dropped, if the Council votes yes this committee will draft an ordinance allowing chickens in the city and bring it back to the full Council at a later date. Passes on a 5-0 vote.

5. Discussion and possible action on operator license application MacKenzie L. Barney

Motion by Maass and seconded by Miller to deny an operator license application to MacKenzie L. Barney, because she had two OWI convictions in the last five years. Passed on a 5-0 call of roll.

6. Discussion and possible action on Class B Fermented Malt Beverage License and Class C Wine License for Huan Qing Peng, 238 West Cook Street, Cathay Gardens

Motion by Maass and seconded by Miller to grant a Class B Fermented Malt Beverage License and Class C Wine License for Huan Qing Peng, 238 West Cook Street, Cathay Gardens. Passed on a 5-0 call of roll.

7. Discussion and possible action on change of agent (Class "A" Fermented Malt Beverage License) for Kwik Trip Inc. Store #653, 1223 East Wisconsin Street, Robert D. Favorite, agent

Motion by Miller and seconded by Havlovic on change of agent (Class "A" Fermented Malt Beverage License) for Kwik Trip Inc. Store #653, 1223 East Wisconsin Street, to Robert D. Favorite, agent. Passed on a 5-0 call of roll.

8. Adjournment

Motion by Hamre and seconded by Havlovic to adjourn. Passed on a 5-0 call of roll. The meeting was adjourned at 7:27 P M.

Frank C. Miller, Secretary

ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning _____ 20 _____ ;
ending _____ 20 _____

TO THE GOVERNING BODY of the: Town of }
 Village of } Portage
 City of }

County of Columbia Aldermanic Dist. No. _____ (if required by ordinance)

Applicant's Wisconsin Seller's Permit Number	
Federal Employer Identification Number (FEIN):	
LICENSE I	
TYPI	
<input type="checkbox"/> Class A beer	\$
<input checked="" type="checkbox"/> Class B beer	\$ <u>666.67</u>
<input type="checkbox"/> Class C wine	\$
<input type="checkbox"/> Class A liquor	\$
<input checked="" type="checkbox"/> Class B liquor	\$ <u>333.00</u>
<input type="checkbox"/> Reserve Class B liquor	\$
Publication fee	\$ <u>25.00</u>
TOTAL FEE	\$ <u>424.67</u>

achment

1. The named INDIVIDUAL PARTNERSHIP LIMITED LIABILITY COMPANY
 CORPORATION/NONPROFIT ORGANIZATION

hereby makes application for the alcohol beverage license(s) checked above.

2. Name (individual/partners give last name, first, middle; corporations/limited liability companies give registered name): Schehr, Sherry Lee

An "Auxiliary Questionnaire," Form AT-103, must be completed and attached to this application by each individual applicant, by each member of a partnership, and by each officer, director and agent of a corporation or nonprofit organization, and by each member/manager and agent of a limited liability company. List the name, title, and place of residence of each person.

Title Name Home Address Post Office & Zip Code
President/Member Sherry Schehr N9085 Cty Rd Cx Portage 53901

Vice President/Member _____

Secretary/Member _____

Treasurer/Member _____

Agent _____

Directors/Managers _____

3. Trade Name The Caboose BBR Company Business Phone Number _____

4. Address of Premises 1207 Dunn St. Post Office & Zip Code Portage 53901

5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? Yes No

6. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant? Yes No

7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? Yes No

8. (a) **Corporate/limited liability company applicants only:** Insert state _____ and date _____ of registration.

- (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? Yes No

- (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? Yes No

(NOTE: All applicants explain fully on reverse side of this form every YES answer in sections 5, 6, 7 and 8 above.)

9. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) _____

10. Legal description (omit if street address is given above): _____

11. (a) Was this premises licensed for the sale of liquor or beer during the past license year? Yes No

- (b) If yes, under what name was license issued? TRILINON TRACKSIDE

12. Does the applicant understand they must file a Special Occupational Tax return (TTB form 5630.5) before beginning business? [phone 1-800-937-8864] Yes No

13. Does the applicant understand a Wisconsin Seller's Permit must be applied for and issued in the same name as that shown in Section 2, above? [phone (608) 266-2776] Yes No

14. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signers. Signers agree to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants and each member of a partnership applicant must sign; corporate officer(s), members/managers of Limited Liability Companies must sign.) Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

SUBSCRIBED AND SWORN TO BEFORE ME

this 5th day of October, 20 12

[Signature]
(Clerk/Notary Public)

[Signature: Sherry Schehr] 10/4/12
(Officer of Corporation/Member/Manager of Limited Liability Company/Partner/Individual)

(Officer of Corporation/Member/Manager of Limited Liability Company/Partner)

My commission expires March 9, 2015

(Additional Partner(s)/Member/Manager of Limited Liability Company if Any)

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>10-5-12</u>	Date reported to council/board	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	

AMY MICHALEK
Notary Public
State of Wisconsin

2-C121005

Premises Description:

1207 Dunn Street
Portage WI 53901

Bar Room, Pool Room, Liquor
closet, walkin, horseshoe pit,
side of building smoking area,
& volleyball court

Sherry Schehr
10-17-12

AUXILIARY QUESTIONNAIRE ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk.

Individual's Full Name (please print) (last name)		(first name)		(middle name)	
Schehr		Sherry		Lee	
Home Ac	Post Office	City	State	Zip Code	
NC	'dCX	Portage	WI	53901	
Home Ph				Place of Birth	
6	'08			10-15-68 Portage, WI	

The above provides the following information a

- Applying for an alcohol beverage license as an **individual**.
- A member of a **partnership** which is making application for
- _____ of _____
(Officer/Director/Member/Manager/Agent) (City or Nonprofit Organization)

which is making application for an alcohol beverage license

The above named individual provides the following information to the licensing authority:

- How long have you continuously resided in Wisconsin prior to this date? 18 yrs.
- Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? Yes No
If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)
- Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? Yes No
If yes, describe status of charges pending.
- Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? Yes No
If yes, identify. town of fort winnebago - operators lic-
(Name, Location and Type of License/Permit)
- Do you hold and/or are you an officer, director, stockholder, agent or employe of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? Yes No
If yes, identify.
(Name of Wholesale Licensee or Permittee) (Address By City and County)
- Named individual must list in chronological order last two employers.

Employer's Name <u>The wheel</u>	Employer's Address <u>N9091 Cty Rd CX</u>	Employed From <u>2010</u>	To <u>Current</u>
Employer's Name <u>RJ's Place</u>	Employer's Address <u>cty Rd CX</u>	Employed From <u>2008</u>	To <u>2010</u>

The undersigned, being first duly sworn on oath, deposes and says that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application.

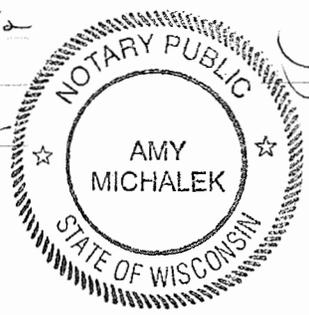
Subscribed and sworn to before me

this 8th day of October, 2012

[Signature]
(Clerk/Notary Public)

[Signature]
(Signature of Named Individual)

My commission expires March 01 2015



RESOLUTION NO. 12-046

RESOLUTION DECLARING PROPERTIES TO BE BLIGHTED AND AUTHORIZING THE COMMUNITY DEVELOPMENT AUTHORITY TO ACQUIRE OR ASSIST THE PRIVATE REDEVELOPMENT OF THE PROPERTIES

WHEREAS, Sections 66.1333 and 66.1335 of the Wisconsin Statutes authorize the Community Development Authority (the "Authority") to undertake certain activities within the City of Portage, Wisconsin (the "City"), for the purpose of carrying out redevelopment, blight elimination and other projects; and

WHEREAS, the properties in the City described in Exhibit A (the "Properties") have been determined by the City staff to be "blighted properties" as defined in Section 66.1333 of the Wisconsin Statutes based on staff review of existing conditions, and the blight conditions have continued; and

WHEREAS, the Authority proposes to acquire or assist the private redevelopment of the Properties and to carry out blight elimination and urban renewal projects on the Properties; and

WHEREAS, pursuant to Section 66.1333(5) (c)1g and (5)(c)1r, of the Wisconsin Statutes, the Authority may acquire or assist the redevelopment of blighted property without designating a redevelopment area boundary or adopting a redevelopment plan if the Authority obtains advance approval of the Common Council;

WHEREAS, on October 16, 2012 the Authority conducted a duly-noticed public hearing at which all interested parties were afforded a full opportunity to express their views respecting the determination of blight for the Properties; and

WHEREAS, after the public hearing on October 16, 2012, the Authority found the Properties to be "blighted properties" within the meaning of Section 66.1333(2m)(bm) of the Wisconsin Statutes, and submitted the blight determination and proposed redevelopment of the Properties for the purpose of carrying out blight elimination to this Common Council for approval; and

WHEREAS, in accordance with Section 66.1333 of the Wisconsin Statutes, this Common Council now finds it necessary and in the public interest that the Authority undertake activities to eliminate and prevent blight and deterioration of the Properties; and

WHEREAS, this Common Council has studied the facts and circumstances relating to the Properties, consideration having been given, among other items, to the following matters: (i) the definition of "blighted property" contained in Section 66.1333 (2m)(bm) of the Wisconsin Statutes, (ii) staff assurances as to the existence of blight on the Properties, (iii) the past and existing condition of and proposed uses of the Properties, (iv) the goals and objectives of the proposed acquisition of the Properties, (v) visual inspections of the Properties and surrounding areas by various members of the Authority and staff of the City, and (vi) reports and recommendations to the Common Council by the Authority.

NOW, THEREFORE IT IS HEREBY RESOLVED by the Common Council of the City of Portage that:

1. The Common Council hereby declares that the Properties are blighted properties within the meaning of Section 66.1333(2m)(bm) of the Wisconsin Statutes which substantially impair or arrest the sound growth of the community.
2. The Common Council hereby approves the Authority's proposal to acquire or assist the private redevelopment of the Properties for the purpose of carrying out blight elimination and urban renewal projects without designating a redevelopment plan or adopting a redevelopment plan. The Common Council finds that a comprehensive redevelopment plan is not necessary to determine the need for the redevelopment of the Properties, the uses of the Properties after redevelopment and the relation of the redevelopment to other property redeveloped by the Authority.
3. This Resolution shall take effect immediately upon its adoption and approval.

DATED this 30th day of October, 2012.

Kenneth H. Jahn, Mayor

Attest:

Marie A. Moe, WCPC/MMC, City Clerk

Resolution requested by:
Community Development Authority

RESOLUTION NO. 12-047

RESOLUTION RELATIVE TO AUTHORIZATION FOR APPRAISAL SERVICE

WHEREAS, the Community Development Authority has recommended approval of a Contract with Rawson Realty to provide a full narrative appraisal of the properties located at 310 DeWitt Street and 101 West Cook Street; and

WHEREAS, attached to this Resolution is an Appraisal Agreement setting forth the terms and conditions of the services to be provided.

NOW THEREFORE IT IS HEREBY RESOLVED by the Common Council of the City of Portage that the Mayor and City Clerk be and they are hereby authorized to execute the attached Agreement with Rawson Realty.

DATED this 30th day of October, 2012.

Kenneth H. Jahn, Mayor

Attest:

Marie A. Moe, WCPC, MMC, City Clerk

Resolution requested by:
Community Development Authority

AUTHORIZATION FOR APPRAISAL SERVICE

Appraisal Agreement entered into as of this Tenth day of September 2012, between James D. Rawson d/b/a **Rawson Realty**, hereinafter referred to as ("Appraiser") and City Of Portage hereinafter referred to as ("City").

The Parties do hereby agree as follows:

The Appraiser shall provide the City with three (3) copies of a full narrative appraisal of the properties located at 310 DeWitt Street and 101 West Cook Street, Portage, Wisconsin. The property consists of one building with retail on the first floor and apartments on the second and third floors.

The appraiser shall deliver three (3) copies of the report to the City or City's attorney on or before 16 November 2012, providing authorization to proceed and retainer are received on or before 28 October 2012.

In return for said services and appraisal reports, the Owner hereby agrees to compensate Appraiser in the amount of \$5,280.00 payable as follows: \$1,020.00 upon the signing of this Agreement and the balance of \$4,260.00 immediately upon completing delivery of the reports.

If the building has no value, and the appraiser will be required to appraise only the land, the Owner hereby agrees to compensate Appraiser in the amount of \$2,040.00 payable as follows: \$1,020.00 upon the signing of this Agreement and the balance of \$1,020.00 immediately upon completing delivery of the reports.

In the event the Owners desire to cancel this Agreement, written notice thereof shall be delivered to the Appraiser. In the event of early termination, it is agreed that the Appraiser shall receive compensation from the Owners for all services rendered at the rate of \$170.00 per hour.

Court appearances or appearances for giving a deposition are billed from time of leaving office until returning to office and are billed at a rate of \$205.00 per hour. If services are rendered more than one year after delivery of said report, the compensation shall be at the customary per diem rate charged by said Appraiser as of that date.

IT IS FURTHER UNDERSTOOD THAT NEITHER THIS AGREEMENT TO MAKE THE APPRAISAL NOR THE COMPENSATION THEREFORE IS CONTINGENT UPON THE AMOUNT OF THE VALUATION.

_____ Date

_____ Date


James D. Rawson, Appraiser

8 October 2012
Date

RESOLUTION NO. 12-048

**FINAL RESOLUTION RELATIVE TO VACATING A PORTION OF CERTAIN
CITY STREETS**

WHEREAS, the City of Portage has received a request to discontinue and vacate the Streets set forth as follows:

That portion of Canal Street lying North of State Highway 33; that portion of Denning Street lying Northwesterly of Old Agency House Road; that portion of Jones Street lying Northwesterly of State Highway 33

AND WHEREAS, pursuant to Section 66.1003 of Wisconsin Statutes, the Common Council has heretofore initiated proceedings on August 23, 2012 at a meeting of the Common Council, to vacate and discontinue said Streets;

AND WHEREAS, a public hearing on the passage of such resolution was set by the Common Council, which hearing was scheduled for October 11th, 2012 at 6:55 p.m. in the Council Chambers, and written notice of such meeting was duly served on the owners of all of the frontage of the lots and lands abutting upon that portion thereof sought to be discontinued as provided by law;

AND WHEREAS, the City Council held the public hearing pursuant to said notice at the time and place therefore affixed and all persons so served and interested were then and there given an opportunity to be heard;

AND WHEREAS, it appears that the Streets are unopened and that no utilities exist in any part of said Streets, either above or below ground.

NOW THEREFORE IT IS HEREBY RESOLVED by the Common Council of the City of Portage that it is hereby declared that those City Streets set forth above are hereby vacated and discontinued, provided that pursuant to Section 66.1005 Wisconsin Statutes such vacation shall not terminate the easements acquired and the rights of the public in any of the underground structures, improvements or services as enumerated or otherwise existing in said public way and in said description of lands hereinbefore described, but such easements and rights and all rights of entrance, maintenance, construction and repair with reference thereto shall continue as if such public way had not been vacated.

IT IS HEREBY FURTHER RESOLVED that the City Clerk is hereby ordered to record a certified copy of this Resolution with the Register of Deeds office for Columbia County, Wisconsin setting forth the discontinuation of said streets.

DATED this 30th day of October, 2012.

Kenneth H. Jahn, Mayor

Attest:

Marie A. Moe, WCPC, MMC, City Clerk

Resolution requested by:
Plan Commission

RESOLUTION NO. 12-049

RESOLUTION RELATIVE TO MAIN STREET AGREEMENT

WHEREAS, the City of Portage previously endorsed an Agreement between the Wisconsin Economic Development Corporation (formerly Wisconsin Department of Commerce) and Main Street Portage, Inc; and

WHEREAS, it is necessary to endorse an Agreement for the year July 1, 2012 through June 30, 2013; and

WHEREAS, attached to this Resolution is an Agreement which sets forth the terms of responsibilities and scope of services between the parties.

NOW THEREFORE IT IS HEREBY RESOLVED by the Common Council of the City of Portage that the Mayor be and he is hereby authorized to endorse the attached Agreement between Wisconsin Economic Development Corporation and Main Street Portage, Inc.

DATED this 30th day of October, 2012.

Kenneth H. Jahn, Mayor

Attest:

Marie A. Moe, WCPC, MMC, City Clerk

Resolution requested by:
Mayor

AGREEMENT
(5+ Years in Program)

WISCONSIN MAIN STREET COMMUNITIES

THIS AGREEMENT is entered into between the Wisconsin Economic Development Corporation (WEDC) and Main Street Portage, Inc. (the "Local Program") (together, the "parties").

Background

The Wisconsin Department of Commerce ("Commerce") and the Local Program entered into a Wisconsin Main Street Communities Agreement in 2003. That contract has been transferred to the Wisconsin Economic Development Corporation, a public-private authority succeeding Commerce.

WEDC and the Local Program want to continue the efforts under the original agreement to revitalize the downtown area of the City of Portage, Wisconsin.

WEDC is also the successor in interest to a contract between the Wisconsin Department of Commerce and the National Main Street Center of the National Trust for Historic Preservation, entered into in 1988.

WEDC is continuing to administer the Main Street Program but under the Office of Downtown Development under the division of Economic and Community Development.

Agreement

The parties agree as follows:

SECTION I. The Local Program shall:

1. Commit to participate actively in the Wisconsin Main Street Program, and operate a program based on a strong preservation ethic.
2. Concentrate the Main Street Program activities within the designated Main Street Program area.
3. Maintain a volunteer board comprised of members representing downtown and business interests to oversee the continuing development of the local Main Street program for the duration of this Agreement.
4. Employ a full-time Local Executive Director for the Local Program, who will be responsible for the day-to-day administration of the Main Street Program, develop a job description setting forth the administration responsibilities and compensation of the Local Executive Director, and maintain an annual program budget.
5. Maintain a downtown office with the necessary travel and operating budget for the Local Executive Director. The local office must also be sufficiently set up with e-mail and internet access to allow the Local Executive Director to communicate with WEDC's Downtown Development staff.

6. Designate the Local Executive Director as a liaison with WEDC's Office of Downtown Development. The Local Executive Director will also be the first point of contact for local business and property owners that utilize Wisconsin Main Street Design Assistance.
7. Maintain worker's compensation insurance for the Local Executive Director.
8. Require the Local Executive Director to participate, as requested by WEDC's Downtown Development Coordinator, in all training sessions. This includes mandatory attendance at two of three Main Street Executive Director Workshops. Credit for attendance at these workshops will only be given if the Local Executive Director attends the workshops in their entirety. Travel expenses for training sessions shall be paid by the Local Program. If the Local Program is without an Executive Director, the Local Program will send another representative to the training sessions.
9. Promote and encourage board member and volunteer attendance at local, state and national training opportunities, as identified by WEDC's Office of Downtown Development. WEDC reserves the right to cancel on-site services unless the Local Executive Director and a majority of the individuals designated to participate in the services commit to participation at least 48 hours before the scheduled event. Attendance minimums at on-site presentations may be set by WEDC's Office of Downtown Development in advance of the visit.
10. Implement a comprehensive four-point approach to downtown revitalization following the four-point methodology (Organization, Promotion, Design, Economic Restructuring) established by the National Trust for Historic Preservation's Main Street Center. Commit to the Eight Principles established by the National Trust for Historic Preservation's Main Street Center (Comprehensive, Incremental, Self-Help, Partnerships, Identifying and capitalizing on existing assets, Quality, Change, Implementation).
11. Maintain standing committees devoted to each of the four areas of Organization, Promotion, Design, and Economic Restructuring. Each committee shall have a chairperson and shall meet regularly.
12. Develop and submit to WEDC's Office of Downtown Development an annual work plan based on the four-point methodology. The workplan will include vision and mission statements.
13. Submit monthly and annual accreditation performance reports to WEDC's Office of Downtown Development. The reports must assess the use of funds in accordance with program objectives and the progress of the program activities. Monthly reports must be submitted by the tenth day of each month. Main Street services will be suspended if monthly reports are not up to date.
14. Assist WEDC's Office of Downtown Development, if asked, in arrangements for visits to the Community by WEDC and the National Main Street Center for technical assistance, public relations, and other purposes.

15. Provide WEDC's Downtown Development Coordinator with one copy of all materials published related to the Local Program.
16. Keep WEDC's Office of Downtown Development updated on the Local Program's address, phone, fax, and e-mail changes as well as contact information for the president of the board of directors.
17. Unless otherwise exempt from the requirement, not discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, development disabilities as defined in sec. 51.01(5), Stats., sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Except with respect to sexual orientation, the Local Program further agrees to take affirmative action to ensure equal employment opportunities. The Local Program agrees to post in conspicuous places available for employees and applicants employment notices to be provided by the Local Program officer setting forth the provisions of this nondiscrimination clause.
18. Not assign this agreement without obtaining prior written consent of WEDC.
19. Agree to execute a sublicense agreement with WEDC on the use of Main Street trademark and logo, and comply with the National Trust Main Street Center's policies on use of its Main Street trademarks and logo attached as Exhibit A.

SECTION II. WEDC shall:

1. Designate a Downtown Development Coordinator to act as a liaison with the Local Program and to handle all communications among the Local Program, the National Main Street Center, and WEDC.
2. Attend interviews for the Local Executive Director position whenever the position is open. This is a required service.
3. Plan for and conduct a two-day Local Executive Director Training Orientation for new Main Street executive directors.
4. Plan and implement three two-day Executive Director Workshops on downtown revitalization topics based on the needs of all communities. Attendance at two workshops (in their entirety) is required for all Wisconsin Downtown Development Executive Directors. In 2012-2013, the 2012 statewide downtown conference (sponsored by the Wisconsin Downtown Action Council) will serve as one of the three workshops.
5. Provide one day of on-site design assistance from the Wisconsin Downtown Development Design Specialist. Assistance may include miscellaneous design training for staff and volunteers or one-on-one design consultations with downtown property owners. Provide a maximum of three architectural drawings for exterior building rehabilitations, signage or infill projects within the Main Street program area. A standard facade rendering will consist of one facade (or two facades on a corner building), a 3-page specification, and color selections. The Design Specialist reserves the right to

count additional facades, extraordinarily complex designs or excessive follow up as additional renderings.

6. Provide a maximum of two on-site business assistance visits from the Downtown Development Business Specialist, subject to WEDC's discretion. Attendance and participation minimums at on-site visits may be set by WEDC's Office of Downtown Development in advance of the visits.
7. Provide a one-day check-in visit to determine if the Local Program has met national accreditation criteria. This is an optional visit. Accreditation review can be achieved by mailing requested information to WEDC's Office of Downtown Development by a due date established by WEDC staff.
8. Organize half-day Main Street Executive Director Forums on specific downtown revitalization topics. The forums will be held in a Wisconsin Main Street community.
9. Sponsor the Main Street Awards night to honor volunteers and projects in the Main Street communities.
10. Provide continuing advice and information by telephone and other appropriate ways to the Local Executive Director.

SECTION III. Miscellaneous Terms.

1. The term of this Agreement shall be for a period of 12 months beginning on July 1, 2012 and ending on June 30, 2013. It may be extended or revised by a written amendment signed by both parties.
2. Either party may terminate this Agreement without cause upon thirty (30) days prior written notice to the other party. If WEDC finds that the Local Program is not in compliance with any requirements of the Main Street Program as outlined in this Agreement, WEDC shall have the right to immediately terminate this Agreement and withhold further services. Reasons for a finding of noncompliance include finding the Local Program is using program funds for unauthorized activities, failed to complete approved activities in a timely manner, failed to comply with applicable laws and regulations, or lacks the capacity to carry out the purpose of the Main Street Program.
3. Notwithstanding any other provision of this Agreement, if funds anticipated for the continued fulfillment of the Agreement are at any time not forthcoming or insufficient, WEDC is entitled to terminate this Agreement without penalty effective as of the date such funds were not forthcoming or were insufficient.
4. This Agreement constitutes the entire understanding and agreement between the parties and incorporates and supersedes any previous agreements, understandings, or negotiations, whether verbal or written.
5. Nothing in this Agreement shall be construed to create an employer-employee or agency relationship between WEDC and the Local Program.
6. This Agreement shall extend to and be binding upon the Local Program, its successors, vendees and assigns and all persons claiming under or through the Local Program; and

the words "Local Program" includes all persons liable for the return or repayment of any indebtedness or any part hereof, whether or not such persons have executed this Agreement.

7. This Agreement and all matters related to it – whether sounding in contract or otherwise – shall be governed and construed by the laws of the State of Wisconsin. Any litigation arising out of or in any way related to this Agreement shall be brought and venued in U.S. District Court for the Western District of Wisconsin or the Dane County Circuit Court in Madison, Wisconsin.
8. The Local Program shall at all times comply with and observe all federal, state, and local laws, which are in effect during the period of this Agreement and which, in any manner, affect the work or its conduct.
9. The representations and warranties made in this Agreement shall survive the signing of this Agreement and any investigation made by, or on behalf of, WEDC at any time.
10. WEDC and the Local Program acknowledge and agree that, in no event, shall WEDC be deemed a partner or joint venturer with the Local Program, or any beneficiary of the Local Program.
11. WEDC shall not incur any liability to the Local Program or owe any responsibility to the Local Program other than those specifically set out in this Agreement. The Local Program shall hold WEDC harmless from any and all claims made for acts and omissions of the Local Program and its officers, employees, and agents for matters related to or arising from this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement.

Main Street Portage, Inc.

BY: _____
President Date

Wisconsin Economic Development Corporation

BY: _____
Brenda L. Hicks-Sorensen Date
Vice-President
Division of Economic and Community Development

ENDORSED BY:

City of Portage, Wisconsin

Mayor or Council President Date

Main Street

NATIONAL TRUST FOR
HISTORIC PRESERVATION

Policy on the Use of the Name "Main Street"

The National Trust for Historic Preservation® owns the trademark for the phrase "Main Street"¹ as it applies to the revitalization of traditional and historic commercial districts. The Trust allows local, regional, state, and citywide organizations involved in the revitalization of these commercial districts to use the name "Main Street" to describe their programs, according to the following guidelines:

Local Main Street Programs' Use of "Main Street" Name

- Local non-profit or government-based Main Street® programs may use the Main Street® name if the Main Street® revitalization methodology is the fundamental organizational framework of the organization using the name "Main Street." In particular, the organization *must* work comprehensively in all four areas of the Main Street Four-Point Approach®, with historic preservation as a key principle and practice, have a volunteer governing board and volunteer committees corresponding to Main Street's Four Points®, and have paid staff.
- Main Street® coordinating programs have sole discretion in determining whether a community may claim to be part of that Main Street® coordinating program, designating communities as such through a selection process. See *Enforcement*, below.
- A "self-initiated" or "independent" local program (defined as an organization that utilizes the Main Street Four-Point Approach® but has not been selected to participate in a statewide or citywide Main Street® program) *may not* use "Main Street" in its organizational name without the express written permission of the National Trust®. The Trust may grant permission for the organization to use "Main Street" in its name if it is able to determine with confidence that the local organization works comprehensively in all four areas of the Main Street Four-Point Approach®, with historic preservation as a key principle and practice, has a volunteer governing board and volunteer committees corresponding to Main Street's Four Points®, and has paid staff.
- While "self-initiated" or "independent" local programs *may not* use "Main Street" as part of their organizations' names without permission from the National Trust®, they may state that they utilize or follow the Main Street Approach® in their commercial district revitalization efforts. This claim is subject to the same rules of enforcement as using "Main Street" in the organization's name.
- Use of the name "Main Street" by a local revitalization program does not necessarily mean that the program is part of a state, city, or regional coordinating program or that it meets the 10 criteria necessary to be an accredited National Main Street® Program.
- Statewide, citywide, and regional Main Street® coordinating programs are responsible for determining which communities within their geographic jurisdiction meet the 10 criteria of the National Trust Main Street Center's® National Accreditation for local Main Street® programs.
- Purchase of National Main Street Network® Membership has no relevance or relationship with local Main Street® program selection/designation, and does not convey permission for any organization to use the name "Main Street" or to call themselves such.

Coordinating Main Street® Programs' Use of the Main Street® Name

- The National Trust® permits only officially recognized state, city, and regional Main Street® coordinating programs to use the Main Street® name to describe the organization.
- Statewide, citywide, and regional coordinating Main Street® programs must meet national criteria established by the National Trust for Historic Preservation® in order to use the name "Main Street."
- Use of the "Main Street" name by a coordinating Main Street® program does not necessarily mean that the program meets the standards required for coordinating program accreditation.

Enforcement

The National Trust® places tremendous value on the Main Street® brand and vigorously protects its trademark rights. When informed of examples of misuse of the Main Street® name, the Trust actively pursues a cessation of use of the name by the offending organization and is prepared, when required, to take the appropriate legal action to uphold the above standards and policies.

Statewide, citywide, and regional coordinating programs should alert the National Trust® to any local organizations that use "Main Street" in their name but *do not* make the Main Street® revitalization methodology the fundamental organizational framework of their programs. Statewide, citywide, and regional coordinating programs should also alert the National Trust® to any local organizations that claim to follow the Main Street Approach® but are not actually using any or all of Main Street's Four Points®. The National Trust® will contact these communities and ask that they discontinue use of the name "Main Street."

Statewide, citywide, and other coordinating Main Street® programs are permitted to deny local Main Street® organizations the privilege of using the name "Main Street," if the local organization is an active participant in the coordinating program but has ceased to follow the guidelines established by the coordinating program. The coordinating program has the authority to request that the offending organization immediately cease use of the Main Street® name, and the coordinating program may also determine the conditions under which the organization may be allowed to resume use of the Main Street® name. The coordinating program does not have the authority to deny the use of the Main Street® name to organizations outside its selected/designated participants. That responsibility rests solely with the National Trust®, which will examine and act accordingly upon reported instances of misuse of the Main Street® name.

Footnotes

1) This includes the phrase Main Street®, GreatAmerican Main Street Awards®, Main Street Four Point Approach®, National Main Street Center®, National Main Street Institute®, National Main Street Network®, National Town Meeting on Main Street® and National Trust Main Street Center®.

RESOLUTION NO. 12-050

RESOLUTION RELATIVE TO INTER-MUNICIPAL AGREEMENT FOR FIRE AND RESCUE SERVICES

WHEREAS, the City of Portage has been involved in the renegotiation of an Inter-Municipal Agreement for fire and rescue services with the Towns of Caledonia, Fort Winnebago, Lewiston, and Pacific; and

WHEREAS, attached to this resolution is an Inter-Municipal Agreement which sets forth the terms and conditions of the City of Portage providing fire and rescue services to the above named towns.

NOW THEREFORE, IT IS HEREBY RESOLVED by the Common Council that the Mayor and the City Clerk are hereby authorized to execute the Inter-Municipal Agreement on behalf of the City of Portage.

DATED this 30th of October, 2012.

Kenneth H. Jahn, Mayor

Attest:

Marie A. Moe, WCPC, MMC, City Clerk

Resolution requested by:
Fire Chief

INTER-MUNICIPAL AGREEMENT

Between

**CITY OF PORTAGE, TOWN OF CALEDONIA,
TOWN OF FORT WINNEBAGO, TOWN OF LEWISTON,
TOWN OF PACIFIC AND PORTAGE FIREFIGHTERS ASSOCIATION**

I. TERM

II. TERRITORY TO BE SERVED

III. SERVICES TO BE PROVIDED UNDER AGREEMENT

- 1) Fire and Rescue Services
- 2) Inspection and Enforcement Services

IV. EQUIPMENT TO BE COVERED UNDER AGREEMENT

- 1) Equipment Ownership
- 2) Equipment Use
- 3) Equipment Storage
- 4) Vehicle Repairs & Small Equipment Maintenance and Replacement
- 5) Vehicle and Equipment Replacement Fund
- 6) Insurance
- 7) Licensing
- 8) Reimbursement to Withdrawing Municipality

V. COMPENSATION FOR SERVICES AND EQUIPMENT USE

- 1) Compensation by Each Town for Calls within that Town
- 2) Annual Payments Collectively Owed by the Towns to City

VI. MEDIATION

VII. AMENDMENT

VIII. BINDING EFFECT

This Agreement is made by and between the City of Portage, (hereinafter referred to as "CITY"), the Town of Caledonia, Town of Fort Winnebago, Town of Lewiston and Town of Pacific, (hereinafter collectively referred to as "TOWNS"), all being municipalities which adjoin the boundaries of the City of Portage; and the Portage Firefighters Association (hereinafter referred to as "FIREFIGHTERS ASSOCIATION") being the association of firefighters serving the City of Portage and the areas covered by this Agreement.

RECITALS

WHEREAS the CITY and FIREFIGHTERS ASSOCIATION have previously entered into an agreement with the TOWNS to provide fire and rescue services and other related services to the TOWNS.

NOW, THEREFORE, in consideration of the mutual terms and conditions set forth below in this Agreement, the parties hereby agree as follows:

ARTICLE I

TERM

This Agreement shall commence upon approval and signing by all of the parties and shall end on December 31, 2014. If no party elects to withdraw from this inter-municipal arrangement for these services, at the end of the current term, but agreement is not reached on the terms to apply beyond the end of the current term, then the terms of this Agreement shall continue in effect until a new agreement is executed by the parties, with the effective date for the new Agreement to then be that date agreed upon by the parties.

It is agreed that during the term of this Agreement, upon the request of any party, the parties shall meet to discuss any questions or concerns relating to the Agreement. In addition, the parties shall meet prior to July 1, 2014, to discuss possible changes to the Agreement and their respective intentions concerning the extension of this Agreement.

TERRITORY TO BE SERVED

The territory to be served under this Agreement is shown on Appendix 1. It shall include all of the Town of Fort Winnebago and all of the Town of Pacific. It shall also include all of the Town of Caledonia except that portion located southerly of the highlighted boundary line shown on Appendix 2 (that excepted portion being served by the Merrimac Fire Department). It shall also include all of the Town of Lewiston, except Sections 1, 2 and 3 of Township 13 North, Range 7 East and Sections 4, 5 and 6 of Township 13 North, Range 8 East, (those excepted sections being served by the Briggsville Fire Department).

ARTICLE III

SERVICES TO BE PROVIDED UNDER AGREEMENT

Under this Agreement the FIREFIGHTERS ASSOCIATION shall provide fire and rescue services, fire inspection services and fire code enforcement services to the TOWNS, in that territory to be served under this Agreement. These services shall be provided on the terms set forth below:

1) FIRE AND RESCUE SERVICES: The on-duty Engineer at the Fire Station and other available firefighters shall, with reasonable diligence, respond to all calls for fire protection and rescue services needed at any location to be served under this Agreement. They shall deliver such trucks/equipment covered by this Agreement to the reported source of need and render such firefighting and rescue services, as reasonably necessary to do so. Those firefighters shall at all times be under the direction of the senior officer at the scene and that senior officer shall exercise his/her judgment as to the best manner to utilize the firefighters and provide the fire and rescue services at that location. The Fire Chief, or his/her designee, shall at all times retain the right to determine the amount of fire personnel needed for any fire/rescue call.

If fire trucks/equipment are required, at the same time, in more than one location within the territory to be served under this Agreement, then the senior officer at the Fire Station shall, in the exercise of his/her judgment, determine where such equipment shall first be sent, based upon the information available to him/her.

For those calls where mutual aid is sought from another fire department, the department to be contacted to provide that mutual aid shall be the department located closest to the site where the services are required, that is capable of providing the services needed at that site.

2) INSPECTION AND ENFORCEMENT SERVICES: In regard to fire code inspections and fire code enforcement, the Portage Fire Chief and Fire Inspector shall regularly inspect for compliance with fire codes and shall cite fire code violations, within the territory to be serviced under this Agreement. In regard to any citation issued in a Town, upon issuance a copy of the citation shall be sent to the Town Clerk. Each Town shall have in effect an ordinance adopting such pertinent regulations as shall be necessary for the inspection and enforcement services to be performed under this Agreement.

The FIREFIGHTERS ASSOCIATION and its personnel, in providing these services under this Agreement, shall at all times be deemed to be independent contractors. In doing so, they shall not be deemed to be employees of the CITY or of any of the TOWNS.

ARTICLE IV

EQUIPMENT TO BE COVERED UNDER THIS AGREEMENT

1) EQUIPMENT OWNERSHIP. The TOWNS are the present owners of Tender 4 and Tender 5, (both of which are fully equipped). The ownership of the following equipment is split, with the CITY owning 51% and the TOWNS owning 49%.

Boat 1	Engine 6
Brush 1	Engine 8
Brush 2	Hovercraft 1
Engine 3	Hazmat Squad 2

2) EQUIPMENT USE. The equipment jointly owned by the CITY and TOWNS shall be available to be jointly used on behalf of the CITY and TOWNS for

their firefighting and rescue services. The trucks and other equipment solely owned by the TOWNS are intended for fire and rescue services in the territory covered by this Agreement but may also be used within the City's boundaries if the City's own equipment is in use and the Fire Chief or the Chief's designee deems it necessary to utilize that equipment for the City's fire fighting purposes. However, in the case such trucks and equipment are in use in the CITY, if any emergency call comes in which requires that truck/equipment for firefighting purposes in the territory covered by this Agreement, then such truck/equipment shall be made immediately available for that response.

3) EQUIPMENT STORAGE. The CITY shall store the equipment described in paragraph 1 above, at the Portage Fire Station or some other suitable heated storage facility within the City of Portage during the term of this Agreement and shall at all times keep the trucks filled with water and shall keep all such vehicles filled with fuel. If any of that equipment is damaged while being stored by the CITY and such damage is not covered by any insurance, then the CITY shall only be liable if such damage is caused by its negligence. However, this provision shall not be construed to limit any insurance coverage that may otherwise cover such damage.

4) VEHICLE REPAIRS & SMALL EQUIPMENT MAINTENANCE AND REPLACEMENT: The CITY shall be responsible for keeping the equipment covered by this Agreement properly maintained and in good repair during the term of this Agreement.

\$10,000.00 for Vehicles and \$16,000.00 for small equipment from the TOWNS shall be annually budgeted collectively by the TOWNS, with each Town's proportionate share of that sum to be based upon its percentage share of the aggregate equalized valuation of the four TOWNS. When vehicle repairs or small equipment repairs or replacement are needed, the CITY will bill the TOWNS their share of the expenses. The CITY shall also annually budget sufficient funds to cover its share of such vehicle repair expenses and small equipment maintenance and replacement.

The CITY will be reimbursed the cost of the Engineer's hourly rate for the Engineer's time in making repairs to any vehicles owned solely by the TOWNS and 49% of the cost of the Engineer's hourly rate for the Engineer's time in making repairs to any vehicles that are owned in common by the CITY and TOWNS. Invoices for such equipment repairs shall be provided to the TOWNS quarterly itemizing the total costs of those repairs and showing the total repair costs along with the CITY'S respective share and the TOWNS' respective share of those repair expenses. However, the TOWNS shall be contacted in advance regarding any major repairs that are being proposed.

If, during the term of this Agreement, a major repair is required, the cost of which would exceed the amount in that fund that is set aside for equipment repair, then the Chairperson/Mayor of each municipality that holds an ownership interest in that equipment, or his/her designee, shall meet together on reasonable notice, to act on the repair or replacement of that damaged equipment. Any such expenditure of funds to repair or replace such equipment, (except for emergency repairs), must be approved by a majority vote of the municipalities who own such damaged equipment. On commonly owned equipment, the CITY shall pay 51% of such approved repair/replacement cost and the TOWNS shall pay 49% which payment by the TOWNS is to be allocated among them based upon their respective percentage share of the aggregate equalized valuation of the four towns. On equipment owned solely by the TOWNS, the approved repair/replacement cost shall be similarly allocated among them based upon each of their respective percentage share of the aggregate equalized valuation of the four towns.

The CITY shall arrange for such repairs and/or replacement that have been approved under the procedure set forth above and for emergency repairs. It shall submit itemized bills monthly to each of the TOWNS covering the total costs of the repairs and each TOWNS' respective share of such costs, with those bills to be paid by the TOWNS at the next billing cycle after such bill is received, unless other payment arrangements have been agreed upon by the parties.

5) VEHICLE AND EQUIPMENT REPLACEMENT FUND: A fund known as the "Vehicle and Equipment Replacement Fund" has been utilized by the parties for the purpose of meeting future vehicle and equipment replacement costs. This

fund is intended to ensure the availability of funding necessary to meet future replacement costs. This fund shall be used to replace equipment in accordance with Schedule A (attached). The following provisions will apply to that fund.

a) The CITY and TOWNS will contribute an additional amount annually to the Vehicle and Replacement Fund based on the amortized replacement cost of firefighting apparatus listed on Schedule A. The TOWNS proportionate contribution covering items commonly owned by the CITY and TOWNS shall be set at forty-nine percent (49%) of the established annual amortized replacement cost of said apparatus and vehicles and the CITY'S proportionate contribution shall be set at fifty-one percent (51%) of the established annual amortized replacement cost of said apparatus and vehicles. Each TOWN'S proportionate share of the total amount owed by the TOWNS shall be based on its respective percentage share of the total aggregate equalized valuation of the four TOWNS. If the CITY elects to bond or secure other financing to pay for its share of such vehicle and apparatus expense, rather than annually contributing its share into this fund, then it is agreed that the CITY is legally bound by this Agreement to contribute, through bonding or other financing means, its share for such replacement costs, at such time as replacement is provided for under the replacement plan set forth on Schedule A, unless a majority of the parties agree to a modification of the replacement plan, in which case, the CITY shall then be required to contribute its share of such expense in accordance with that modified replacement schedule.

b) The annual contributions to this fund shall be paid to the City Clerk during the first quarter of the calendar year with such funds to be allocated to the Vehicle and Equipment Replacement Fund. The TOWNS' contributions to this fund shall be maintained as a segregated account with the Fund and a record shall be kept of each party's contributions to the Fund. All interest on invested Town funds shall be credited to the TOWNS' account and the CITY shall provide to each Town an annual statement detailing account activity. Funds deposited and held in the

TOWNS' account shall be used exclusively for the purchase of firefighting apparatus owned jointly by the TOWNS and/or apparatus owned in common by the TOWNS and the CITY. Specifications for replacement of such firefighting apparatus shall be submitted to those parties who are to have an ownership interest in such apparatus, for their review and approval. Funds held in the TOWNS' account shall be released only upon the written approval and authorization of the respective Town Boards.

6) INSURANCE: The CITY agrees to insure all equipment, described in paragraph 1 above, owned in whole or in part by the TOWNS, with the same coverage as the CITY carries on its own equipment. Additionally, the CITY shall provide reasonable liability coverage, covering the operation of such equipment under this Agreement and shall provide worker's compensation coverage covering the personnel of the FIREFIGHTERS ASSOCIATION in their operations under this Agreement. The TOWNS shall reimburse the CITY for that portion of premium expense attributable to providing insurance for the trucks solely owned by the TOWNS. The CITY shall provide an itemized statement of said premium costs. Additionally, the TOWNS shall reimburse the CITY for that portion of worker's compensation costs, which are charged as a result of providing coverage beyond the City limits. In the event of a loss occurring while responding to a call to any territory covered by this Agreement, the TOWNS shall be responsible for any deductible, which may be applied by the City's carrier.

7) LICENSING: The CITY shall obtain and pay for any license that may be required for the equipment described in paragraph 1 above.

8) REIMBURSEMENT TO WITHDRAWING MUNICIPALITY: If, upon the conclusion of the term of this Agreement, one or more municipalities elect not to extend its participation in the inter-municipal arrangement for the services covered by this Agreement, then each withdrawing municipality shall be entitled to the following:

a) To its share of the Vehicle and Equipment Replacement Fund, based upon its respective contributions toward the replacement of the equipment being funded by that Fund. That payment is to be made to the withdrawing municipality within ninety (90) days after the date that its participation in this inter-municipal arrangement for services ceases.

b) To the reasonable value of its share of the equipment described in paragraph 1 above. Its share of the TOWNS' combined ownership share in that equipment shall be based on its average percentage share of the aggregate equalized value of the four towns over the previous ten (10) year period prior to its withdrawal. The municipalities who elect to remain in this inter-municipal arrangement for these services, may elect to sell any items of equipment in which the withdrawing municipality possesses an ownership interest, for its fair market value, and in that event the withdrawing municipality shall receive its respective share of those net sale proceeds upon conclusion of such sale. The municipalities who wish to remain in such inter-municipal arrangement for these services, in lieu of selling such equipment, may retain any items of such equipment in which the withdrawing municipality possesses an ownership interest. In that event, such equipment retained shall be appraised by a mutually agreed upon appraisal firm and the withdrawing municipality shall then receive its respective share of the appraised value of such items of equipment, in annual payments, without interest, equally amortized over a period of ten years.

ARTICLE V

COMPENSATION FOR SERVICES AND EQUIPMENT USE

The following provisions shall apply to compensation for services and equipment use covered by this Agreement:

- 1) **COMPENSATION BY EACH TOWN FOR CALLS WITHIN THAT TOWN:** A record shall be kept of the time each truck leaves the Portage Fire Station,

the time of its return and the time of its required clean up, and each Town shall be responsible for, and pay for, services rendered within the limits of such time and associated costs, as follows:

- a)** To the FIREFIGHTERS ASSOCIATION, the sum of \$10.00 per hour per firefighter (volunteer/paid-on-call) responding to the emergency page out regardless if a vehicle leaves the station or not. After the first hour or service, charges will be assessed per quarter hour.
- b)** To the CITY, the sum of \$310.00 per hour for emergency page outs to the TOWNS. After the first hour of service, charges will be assessed per quarter hour. This sum will only be charged if a vehicle leaves the station.
- c)** To the CITY the cost of the Fire Chief's labor cost including wages and benefits per hour for response of the Fire Chief to any fire/rescue response or investigation per Exhibit B.
- d)** To the CITY, the cost of on-duty Engineer straight time and off-duty Engineer overtime wages incurred as a result of the emergency page out, regardless if a vehicle leaves the station or not. As per current labor contract between the CITY and the International Association of Firefighters, Local #2775. See Exhibit B.
- e)** To the CITY, the cost of fuel used on calls within the TOWNS for vehicles solely owned by the TOWNS and 49% of the cost of fuel used on calls for vehicles owned in common by the CITY and TOWNS. Such fuel charges shall be billed to the TOWNS quarterly.
- f)** To the CITY a charge for all City water used to flush out contaminants and/or to refill the engine/tanker utilized during the emergency page out to

the TOWN. Said charge shall be assessed at the current Public Fire Protection rate as established by the Public Service Commission.

- g)** To the CITY the sum of \$50.00 per hour and to the FIREFIGHTERS ASSOCIATION in the sum of \$50.00 per hour, for the use of the rescue system (Jaws-of-Life and/or air bags) as deemed necessary by the Fire Chief or his/her designees at any emergency scene.

- h)** To the CITY 100% of the costs of all expenses incurred during any ISO certification or re-certification for the TOWNS, which has been requested by the TOWNS in written form. Any cost necessary to maintain the ISO rating will be billed to the TOWNS.

All calls for services covered by this Agreement shall be answered without delay for verification. The TOWN to which a crew and vehicles are sent, in response to such a call, shall be responsible for the charges incurred, regardless of whether the call turns out to be a false alarm.

All town emergency responses shall be reported to the Chief, and to the City of Portage Treasurer. The City of Portage Treasurer each month shall forward to the responsible TOWN, itemized bills covering the compensation earned by both the CITY and the FIREFIGHTERS ASSOCIATION during the preceding month. Payment of the CITY'S bill shall be forwarded to the CITY and payment of the FIREFIGHTERS ASSOCIATION'S bill shall be forwarded to the FIREFIGHTERS ASSOCIATION. The monies owed to the FIREFIGHTERS ASSOCIATION is to be utilized as voted upon by a majority of the Association's members present at the monthly meeting, as per the operation Bylaws of the Association. All payments due to the FIREFIGHTERS ASSOCIATION and the CITY relating to any emergency response shall be paid at the next billing cycle after the TOWNS have received both the CITY'S billing and the FIREFIGHTERS ASSOCIATION'S billing regarding that emergency response. Balances

FIREFIGHTERS ASSOCIATION'S billing regarding that emergency response. Balances existing after this period that are not in dispute, will be assessed at the interest rate of 12% Annual Percentage Rate (APR).

2) PAYMENTS COLLECTIVELY OWED BY THE TOWNS TO THE CITY:

- a) Administration Fee:** Annually the TOWNS' shall collectively pay to the CITY the total sum of \$6000.00 for the years 2013 and 2014 for administrative services. That fee shall be allocated among the TOWNS' based upon each TOWN'S respective percentage share of the aggregate equalized valuation of the four TOWNS. That annual fee shall be owed to the CITY during the first quarter of each year. There shall no longer be a separate clerical fee charged for billing the TOWNS for any amounts owed by the TOWNS under this Agreement. In its billings to each TOWN for fire/emergency calls, the CITY shall provide each TOWN with such information as that TOWN may need in order to seek reimbursement of such charges from property owners, vehicle owners, insurers or others who may be responsible for reimbursing the TOWN.
- b) 2% DUES:** Each TOWN, upon receipt, will submit to the CITY all 2% fees that it receives from the State of Wisconsin.
- c) Training:** To the CITY, the cost of on-duty Engineer straight time and off-duty Engineer overtime wages for required monthly training. After the first hour, charges will be assessed per quarter hour. As per current labor contract between the CITY and the International Association of Firefighters, Local #2775. See Exhibit B.

ARTICLE VI

MEDIATION

In the event that there is a dispute among the parties in regard to the construction or application of any of the provisions in this Agreement, the parties agree to submit that dispute to mediation, with the mediator to be mutually agreed upon by the parties. The CITY shall pay half of the costs charged by the mediator and the TOWNS, collectively, shall pay half of the costs charged by the mediator, with each TOWN'S proportionate share of that expense to be based upon its percentage share of the aggregate valuation in the four TOWNS.

ARTICLE VII

AMENDMENT

This Agreement may be amended at any time by the parties, through a written amendment executed by all of the parties.

ARTICLE VIII

BINDING EFFECT

The terms of this Agreement shall be binding on each of the parties and on their governing boards and representatives. This Agreement shall be effective commencing January 1, 2013.

IN WITNESS WHEREOF, each of the parties have caused this Agreement to be duly executed by its authorized representative.

PORTAGE FIREFIGHTERS ASSOCIATION

BY: Clayton Simonson Jr.
Chief-Portage Fire Department

Signed: _____

Dated: _____

TOWN OF CALEDONIA

BY: Steve Pate
Chairperson

Signed: _____

Dated: _____

TOWN OF FORT WINNEBAGO

BY: William Schroeder
Chairperson

Signed: _____

Dated: _____

CITY OF PORTAGE

BY: Ken Jahn
Mayor

Signed: _____

Dated: _____

TOWN OF LEWISTON

BY: Jon Steinhaus
Chairperson

Signed: _____

Dated: _____

TOWN OF PACIFIC

BY: William Devine
Chairperson

Signed: _____

Dated: _____