

**City of Portage Common Council Meeting
Council Chambers of City Municipal Building
115 West Pleasant Street, Portage, WI
Regular Meeting – 7:00 pm
December 13, 2012
Amended Agenda**

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Approval of Agenda
5. Letter of Commendation and Lifesaving Award for Police Officer Charlebois
6. Minutes of Previous Meeting
7. Consent Agenda
 - A. Reports of Sub-Committees, Board and Commissions
 1. Historic Preservation Commission
 2. Council Committee of the Whole
 3. Tourism Promotion Commission
 - B. License Applications
 1. Operator
 2. Taxi Operator
8. Committee Reports
 - A. Finance/Administration Committee
 1. Consideration of recommendation on Amendment to General Engineering Contract for 2013 Water and Sewer design
 2. Consideration of recommendation on reallocation of funds for Splash Pad
 3. Consideration of recommendation on narrow band radio purchase/conversion
 4. Consideration of recommendation on renewal of Agreement with Portage Community Schools for pool administration
 5. Consideration of recommendation on claims
 6. Consideration of recommendation on pre-approval of payment of year-end claims

7. Consideration of recommendation on surplus property
8. Consideration of recommendation on Memorandum of Understanding with Columbia County Health and Human Services Commission on Aging for nutrition site
9. Consideration of recommendation on Employee Assistance Program Agreement with Aspen Family Counseling
10. Consideration of recommendation on Lease Agreement with Schaper Excavating & Petroleum LLC
11. Consideration of recommendation on Lease Agreement with Ship-Rec Logistics, Inc.
12. Consideration of recommendation to encumber \$5000 from account 100-20-53640-340 (nuisance control operating supplies)

B. Plan Commission

C. Municipal Services

1. Consideration of recommendation to amend in-kind services agreement with Surgeons Quarter to include mowing

D. Human Resources

1. Consideration of recommendation for 2013 non-represented employee compensation adjustment
2. Consideration of recommendation for vacation carry-over request
3. Consideration of recommendation for extension to Teamsters Local No. 695 labor agreement

9. New Business

A. Resolutions

1. Resolution No. 12-059 relative to Declaring the Project "City of Portage, East Haertel Street, New Pinery Road to East Albert Street, Local Street, Columbia County" Meets the Conditions for an "Absence of Need" Exception Under Wisconsin Administrative Code Trans. 75

B. Approval of Report Regarding the Care and Maintenance of Soldiers' Graves for St. Mary's Cemetery

C. Consideration of December 27, 2012 Council meeting

10. Adjournment

(Amended 12/10/12, 3:00 p.m.)

Common Council Proceedings
City of Portage

Public Hearing
Council Chambers
City Municipal Building

November 29, 2012
7:00 p.m.

Public Hearing relative to 2013 budget

Call to Order

Mayor Jahn called the Public Hearing to order at 7:00 p.m.

Roll Call

Present: Ald. Dodd, Ebnetter, Garetson, Hamre, Havlovic, Klapper, Maass, Miller, Oszman

Also Present: Mayor Jahn, City Clerk Moe, Interim City Administrator Murphy, City Attorney Spankowski, Director of Public Works/Utilities Manager Redelings, Fire Chief Simonson, Manager of Parks, Recreation and Forestry Raimer, Police Chief Manthey, Interim City Treasurer Mohr

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

Clerk Moe stated that the Notice of Public Hearing had been published according to law.

Mayor Jahn asked for the first time if anyone present wished to speak for or against the budget.

Destinee Udelhoven, 715 West Conant Street, spoke on behalf of the Historic Indian Agency House thanking the Council for their consideration of funding. She explained that she was hoping that this is a one year request as numerous things have been tried to expand the agency's revenue base.

Bill Tierney, 523 West Edgewater Street spoke stating that the funding in the budget was appropriate. He questioned funding positions prior to having job descriptions; and asked the Council to reconsider funding the Business Improvement District, instead of cutting off all funding to the group.

Mayor Jahn asked for the second time if anyone present wished to speak for or against the budget.

Mayor Jahn asked for the third time if anyone present wished to speak for or against the budget.

No one else present wished to speak for or against the budget, so Mayor Jahn declared the Public Hearing closed at 7:05 p.m.

Marie A. Moe, WCPC, MMC
City Clerk

Common Council Proceedings
City of Portage

Regular Meeting
Council Chambers
City Municipal Building

November 29, 2012
7:00 p.m.

1. Call to Order

Mayor Jahn called the meeting to order at 7:05 p.m.

2. Roll Call

Present: Ald. Dodd, Ebnetter, Garetson, Hamre, Havlovic, Klapper,
Maass, Miller, Oszman

Also Present: Mayor Jahn, City Clerk Moe, Interim City Administrator
Murphy, City Attorney Spankowski, Director of Public Works/Utilities
Manager Redelings, Fire Chief Simonson, Manager of Parks, Recreation
and Forestry Raimer, Police Chief Manthey, Interim City Treasurer Mohr

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

Consideration of bank agreement for tax collection will be taken up under
the Finance/Administration Committee minutes.

5. Minutes of Previous Meeting

Motion by Klapper, second by Oszman, to approve the minutes of the
November 8, 2012 Common Council meeting. Motion carried on call of
roll.

6. Consent Agenda

Reports of Sub-Committees, Boards, and Commissions

Emergency Planning Committee meeting of October 26, 2012

Park and Recreation Board meeting of November 13, 2012

Portage Public Library meeting of November 13, 2012

Business Improvement District Board of Directors meeting of November
14, 2012

Police and Fire Commission meeting of November 14, 2012

Tourism Promotion Committee meeting of November 15, 2012

License Applications

Operator License applications for period ending June 30, 2013 for the Christina L. Borden, Michael J Donahue, Angela B. Novander, Diana L. Reichhoff.

Motion by Oszman, second by Maass to approve the consent agenda. Ald. Maass was concerned that Todd Kreckman participated and also voted in the Park and Recreation Board meeting when he was not yet an approved member of the committee. The minutes were withdrawn and will be reviewed and corrected at the next meeting of the Park and Recreation Board.

Motion carried unanimously on call of roll.

7. Committee Reports

Finance/Administration Committee meetings of November 5, 2012, November 12, 2012 and November 19, 2012

Funding for the Business Improvement District was discussed. Ald. Hamre wanted to see \$4250.00 restored in the 2013 budget. Motion by Hamre, second by Havlovic to move \$4250.00 from the economic development line, 100-02-54100-721, to the Business Improvement District line, 100-02-54100-727. Ald. Miller and Maass wanted the funding to come from the city administrator wage line because the proposed economic development position would be dealing with economic development, not the Administrator. Motion by Maass, second by Hamre to amend the motion and take the money from the city administrator wage line instead of the economic development line. There was discussion that the City Administrator would still be involved in economic development. The amendment was withdrawn. The original motion failed 8 to 1 with Dodd, Ebnetter, Garetson, Havlovic, Klapper, Maass, Miller and Oszman voting no.

Funding for Main Street was discussed. Motion by Havlovic, second by Hamre to provide additional funding for Main Street in the amount of a \$5000.00 match if Main Street raises \$5000.00 through fundraising. The money would come from the economic development line item. There was discussion as to what constitutes fundraising and that a policy should be set up by either the Finance or Legislative Committee. Motion failed 7 to 2 with Dodd, Ebnetter, Garetson, Klapper, Maass, Miller and Oszman voting no.

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

Legislative and Regulatory Committee meeting of November 15, 2012

Motion by Oszman, second by Miller to deny an Operator License for Teri L. Jodison based on two drug and/or alcohol convictions in the past five years. Motion carried unanimously on call of roll.

Human Resources Committee meeting of November 20, 2012

The candidate for Public Works Superintendent has withdrawn his application.

Municipal Service Committee meeting of November 20, 2012

Motion by Garetson, second by Klapper to approve an agreement with MGD Welding in an amount not to exceed \$15,000.00 for repairs on the footbridge at Riverwood Apartments. Motion carried unanimously on call of roll.

8. New Business

Resolutions

Resolution No. 12-052 relative to Authorizing Public Improvement and Levying Special Assessments Against Benefited Property in Portage, Wisconsin (2012 Watermain and Sanitary Sewer Construction Project) was read and adopted unanimously on motion by Oszman, second by Maass and call of roll.

Resolution No. 12-053 relative to Authorizing Public Improvement and Levying Special Assessments Against Benefited Property in Portage, Wisconsin (Village Road Sidewalk Construction Project) was read and adopted unanimously on motion by Oszman, second by Klapper and call of roll.

Resolution No. 12-054 relative to Agreement with International Association of Fire Fighters Union Local No. 2775 was read and adopted unanimously on motion by Oszman, second by Miller and call of roll.

Resolution No. 12-055 relative to 2012 Budget Amendments was read and adopted unanimously on motion by Dodd, second by Hamre and call of roll.

Resolution No. 12-056 relative to Adjustment for Previous Year's Unused Levy in Accordance with Sec. 66.0602(3)(f)2, Wis. Stats. was read and adopted unanimously on motion by Dodd, second by Klapper and call of roll.

Resolution No. 12-057 relative to Adopting 2013 Budget and Tax Levy was read and adopted unanimously on motion by Dodd, second by Miller and call of roll.

Resolution No. 12-058 relative to Authorization to Release Funds to Library Board for Portage Public Library Expansion Project was read and adopted unanimously on motion by Oszman, second by Klapper and call of roll.

A letter of resignation from the Park and Recreation Board has been received from Russell Shaw.

Appointment to Park and Recreation Board – Todd Kreckman
Motion by Maass, second by Oszman to approve the resignation of Russell Shaw and the appointment of Todd Kreckman to the Park and Recreation Board. Motion carried unanimously on call of roll.

Motion by Oszman, second by Klapper to approve the Report Regarding the Care and Maintenance of Soldiers' Graves for Oak Grove Cemetery. Motion carried unanimously on call of roll.

9. Adjournment

Motion by Oszman, second by Miller to adjourn. Motion carried on call of roll at 8:48 p.m.

Marie A. Moe, WCPC, MMC
City Clerk

**City of Portage
Historic Preservation Commission
Tuesday, November 20, 2012, 6:00 p.m.
Municipal Building, 115 West Pleasant Street
Conference Room Two
Minutes**

Members Present: Doug Klapper, Chairperson; Richard Beebe, Marlena Cavanaugh, Erin Foley, Stephanie Miller-Lamb, Destinee Udelhoven

Members Absent: Mary Ann Harding

Guests: Joe DeRose (WI Historical Society), Mike Reynolds (Observer)

Order of the evening was changed: Chair Klapper was required in other meetings regarding City of Portage Business, resulting in a temporary lack of quorum.

1. Roll call

Evening began at 6:04 on with original agenda Item #4, guest Joe DeRose.

2. Discussion and possible action on Municipal Register with guest Joe DeRose of Wisconsin Historical Society

Mr. DeRose talked about the mission of the PHPC (and all WI HPCs) and various ways to educate the public about the importance of historic preservation. He reviewed the nomination papers for the Portage Municipal register. Mr. DeRose offered some changes/clarifications to the current forms and explained articles that would be most useful on the forms. General group discussion regarding education, terminology and resources for historic preservation.

3. Approval of previous meetings minutes

- Chair Klapper joined the meeting at 7:15 pm; quorum attained.
- Udelhoven moved to approve the August minutes; Cavanaugh seconded the motion, which passed by unanimous voice vote.
- Miller-Lamb moved to approve the September minutes; Udelhoven seconded the motion, which passed by unanimous voice vote.

4. Discussion and possible action on claims

There were no claims presented for discussion or action.

5. Discussion and possible action on action on budget

A total of \$2602.60 has been spent; the total budget is \$3200.00. Group discussed potential future projects:

- Street signs (above the current street signs) designating historic districts. Klapper will speak with Fred Galley to see if he is aware of the location, number and cost of any existing such signs in the city.
- Parking lot signs have also been considered in the past. Klapper will review what those costs were and bring that back to the commission.

6. Discussion and possible action on HPC members

Group discussed potential new members that have been approached and are considering whether they would be interested in serving on the PHPC.

- Klapper spoke with Peg Amon of the Portage Historical Society to see if that group would have members interested in serving on both committees. Peggy Malone and Merlin Jenkins are potentially interested and may be attending our December meeting to see what our meetings are like.
- Kim Rusch may be interested. Mike Reynolds may be interested.
- Klapper reminded members that new members must be willing to do the work, and that we are not a group that meets simply to meet.
- Mary Ann Harding has not yet given her notice of resignation; we cannot move forward to fill her seat until it has been vacated.
- Miller-Lamb moved that Mary Ann Harding's seat on the commission be vacated, as she is no longer a resident of the area and is ineligible to serve any longer. Foley seconded the motion, which passed unanimously by voice vote.

7. Adjournment

Klapper adjourned the meeting at 7:45 pm.

Respectfully submitted,
Stephanie Miller-Lamb
Secretary

City of Portage
Common Council Committee of the Whole
Council Chambers
November 29, 2012, 6:30 p.m.

1. Call to Order

Council President Dodd called the meeting to order at 6:30 p.m.

2. Roll Call

Present: Ald. Dodd, Ebnetter, Garetson, Hamre, Havlovic, Klapper,
Maass, Miller, Oszman

Also Present: Mayor Jahn, City Clerk Moe, Interim City Administrator
Murphy, City Attorney Spankowski, Director of Public Works/Utilities
Manager Redelings, Fire Chief Simonson, Manager of Parks, Recreation
and Forestry Raimer, Police Chief Manthey, Interim City Treasurer Mohr

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

3. Presentation on Proposed 2013 Budget

Interim City Administrator Murphy gave a presentation of the proposed
2013 Budget.

4. Adjournment

Motion by Oszman, second by Maass to adjourn. Motion carried
unanimously on call of roll at 6:58 p.m.

Marie A. Moe, WCPC, MMC
City Clerk

City of Portage
Tourism Promotion Committee Meeting
5:00 PM December 6, 2012
City Municipal Building, 115 West Pleasant Street
Conference Room One
Minutes

Members Present: Marty Havlovic, Rick Dodd, Dawn Schneller and Beth Woyt

Others Present: Marianne Hanson (PACC)

1. Roll Call: 5:00 PM
Meeting called to order at 5:00 PM with the above members present.
2. Approval of minutes from November 15, 2012 meeting:
Motion made by Beth to approve the minutes, 2nd by Rick. Motion passed 4-0.
3. Public Comment:
No Public Comment
4. Discussion and Action on Claims:
No claims submitted, however Capitol News says there are 3 outstanding claims that have not been paid as yet. The 1st is for \$668.30 (90 days past due), 2nd is \$508.32 (60 Days past due), & 3rd \$506.88 (30 days past due).
5. Discussion and action on 2013 Allocation of \$26,571.00 Funds designated for Marketing/Advertising in 2013 Budget:
We decided that we will stick with the advertising that Marianne came up with, to advertise in the Milwaukee Journal Sentinel, Chicago Tribune.com Online, Wisconsin Trails Magazine, Silent Sports Magazine, Circle Wisconsin, WOLX 94.9, Amtrak Magazine, Ad-Lit Travel Emails (wistravel.com), Ad-Lit Summer Travel Guide, Columbia County Travel Guide. This will leave us with \$300.00 that we will keep in a "Miscellaneous Category".
6. Next Meeting Date: January 24, 2013 @ 5:30pm.
7. Adjournment: Meeting was adjourned at 5:46 pm by a 4-0 vote.

Respectfully submitted by, Dawn Schneller, Secretary

OPERATOR LICENSE APPLICATIONS - BY LAST NAME

LICENSE YEAR: DECEMBER 13, 2012-JUNE 30, 2013

Devin E Beeman
Shawn A Jensen
Kimberly A Joyce
Angela J Loeffelholz
Tammy J Shepard
Shauna M. Vick
Steven J Waldo

TAXI CAB LICENSE RENEWALS

12/7/2012 0:00

LICENSE PERIOD: DECEMBER 13, 2012 - JUNE 30, 2013

William A. Guthrie

City of Portage
Finance/Administration Committee Meeting
(This meeting will constitute a meeting of the Community Development Block Grant
Committee)
Monday, November 26, 2012, 5:30 p.m.
Municipal Building, Conference room One
Minutes

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

Others Present: Interim Administrator Murphy; Interim Treasurer Mohr; Clerk Moe; Rita Maass – Alderperson; Gil Meisgeier – BID, MSP; Leroy Swiecichowski – MSP; Jerry Indermark – Mercantile; Bill Tierney Citizen, Craig Sauer from Portage Daily Register.

1. Roll Call

Meeting called to order by Chairperson Dodd at 5:30 p.m.

Present: Dodd, Ebnetter, Hamre, Havlovic, Klapper

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

2. Approval of minutes from November 19, 2012 meetings

Moved by Klapper to approve the minutes of the November 19, 2012 meeting; second by Ebnetter. Motion passed 5-0 on a roll call.

3. Consider Proposed 2012 Budget Amendments

The Committee reviewed the proposed 2012 Budget Amendment which transfers projected surplus in various accounts to cover the vehicle replacement amounts that were reduced in the original 2012 budget to meet Expenditure Restraints and Levy Limits. This would allow the 2012 vehicle replacement amounts to be expensed in the appropriate year rather than attempt to “catch-up” in 2013. It was noted that a portion of the Contingency for 2012 has been committed to the upstairs security system. It was further noted that there is surplus in the Park & Rec seasonal wages that could be reallocated. There was further discussion of funding the repairs to the footbridge on the Canal. It was determined to review the Capital Projects for 2012 and 2013 to see if there is room to cover the repairs of the footbridge which are capped at \$15,000. Motion by Klapper, second by Hamre to approve the reallocation of funds, not to exceed \$35,000 to cover the 2012 vehicle replacement amounts. Motion passed 5-0 on call of roll.

4. Review Draft 2013 Budget

Interim Administrator Murphy discussed the changes that have been made since the November 19th meeting. He also noted that the Fire Dept. reduced the Capital request for office furniture from \$6,800 to \$4,350. Murphy noted that the Summary of Real Estate Values by Class for 2011 Commercial was updated to back out the Tivoli anomaly that occurred last year reducing the Total Assessed Value from \$600,935,628 to \$580,594,928 which adjusts the % reduction in Assessed Value from

-10.07% to -6.92%. Murphy also pointed out the Capital Budget includes a short term borrowing of 1-3 years for \$156,000 which consists of \$37,000 for (3) Police Dash Cameras, shortage in the Vehicle Replacement fund to purchase the Sweeper \$94,000, and \$25,000 for Street Lights and Signs.

The Committee then reviewed the resubmitted Main Street budget. Gil Meisgeier, and Leroy Swiecichowski answered several questions.

After further review the Committee decided to make the following updates to the preliminary budget: \$3,800 transfer from Contingency to Airport; \$4,250 from BID to PEDC; and remove \$5,000 from Library.

5. Consider Resolution to Adjust Previous Year's Unused Levy in Accordance with Sec. 66.062(3)(f)2 Wis. Stats.

The Committee reviewed the resolution, Interim Administrator Murphy noted the effect on \$1,000 Assessed Value would be \$0.045. Motion by Klapper to proceed with the Resolution to Adjust Previous Year's Unused Levy in Accordance with Sec. 66.062(3)(f)2 Wis. Stats and move it to Council for \$24,466 increase; second by Havlovic. Motion passed 5-0 on call of roll.

6. Adjournment

Moved by Klapper to adjourn; second by Havlovic. Motion passed 5-0 on a roll call vote. Chairperson Dodd adjourned meeting at 7:27 p.m.

Jean Mohr
Interim City Treasurer

City of Portage
Finance/Administration Committee Meeting
(This meeting will constitute a meeting of the Community Development Block Grant
Committee)
Thursday, November 29, 2012, 5:30 p.m.
Municipal Building, Conference room One
Minutes

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

Others Present: Interim Administrator Murphy; Interim Treasurer Mohr; Clerk Moe; Director Redelings; Rita Maass – Alderperson; Frank Miller – Alderperson; Gil Meisgeier – BID, MSP; Jerry Indermark – Mercantile; Destinee Udelhoven – Historic Indian Agency House; Bill Tierney Citizen, Craig Sauer from Portage Daily Register.

1. Roll Call

Meeting called to order by Chairperson Dodd at 5:30 p.m.

Present: Dodd, Ebnetter, Hamre, Havlovic, Klapper

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

2. Approval of minutes from November 19, 2012 meetings

Moved by Klapper to approve the minutes of the November 26, 2012 meeting; second by Ebnetter. Motion passed 5-0 on a roll call.

3. Consideration of 2013 Budget

Interim Administrator Murphy reviewed some minor changes to the budget: transferring \$3,625 and related FICA \$277 from Police Admin to Police Patrol related to part-time personnel; transfer \$1,240 from 100-20-5345-340 along with \$1,500 from 100-20-53315-340 and \$1,500 from 100-20-56910-294 for a total of \$5,240 to 100-20-53450-359 added to the \$2,910 budgeted in the 359 account for a total of \$7,150 for securing the Municipal Service Underground Parking Structure.

Interim Administrator Murphy then moved on to the Capital Budget which he informed the Committee that the most recent construction costs for the Welcome Center are nearing \$500K. Chairperson Dodd stated that the Committee would have to reconsider the project if the costs go over the \$400K.

The Committee reviewed the remainder of the budget and discussed the Levy. There was a motion by Klapper to move the 2013 budget on to Council with the changes brought forth earlier and a Levy in the amount of \$4,756,093, second by Dodd. Motion passed 5-0 on call of roll.

4. Adjournment

Moved by Klapper to adjourn; second by Hamre. Motion passed 5-0 on a roll call vote.
Chairperson Dodd adjourned meeting at 6:20 p.m.

Jean Mohr
Interim City Treasurer

City of Portage
Finance/Administration Committee Meeting
(This meeting will constitute a meeting of the Community Development Block Grant
Committee)
Monday, December 10, 2012, 6:00 p.m.
Municipal Building, Conference room One
Minutes

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

Others Present: Interim Administrator Murphy; Interim Treasurer Mohr; Clerk Moe; Laurie Lindell Central Wisconsin Community Action Council, Inc.; Gary O'Hearn Citizen- Splash Pad; Bill Tierney Citizen, Craig Sauer from Portage Daily Register.

1. Roll Call

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

Present: Dodd, Ebnetter, Hamre, Havlovic, Klapper

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

2. Approval of minutes from November 29, 2012 meetings

Moved by Klapper to approve the minutes of the November 29, 2012 meeting; second by Ebnetter. Motion passed 5-0 on a roll call.

3. Discussion and possible action on community development block grant loan application number 5

Laurie Lindell from Central Wisconsin Community Action Council, Inc. presented the above mentioned block grant explaining that with the current housing market a lot of the block grants will show a negative equity, the people have been in their home approximately 10 years. Motion by Klapper second by Havlovic to approve the block grant loan application number 5 and move it on to council. Motion passed 5-0 on a roll call.

4. Discussion and possible action on Amendment to General Engineering Contract for 2013 water and sewer design.

The Committee reviewed the amendment of \$2,000 to the above contract. Motion by Klapper to approve the above amendment for \$2,000 second by Hamre. Motion passed on a 5-0 call of roll.

5. Discussion and possible action on 2011 audit

Interim Treasurer Mohr stated that the audit is still in discussion with the auditors and entries are being finished up on. The Committee reviewed the Capital Fund status and it was determined to reconvene on Thursday, December 13th once some of the open items are resolved with the auditors and staff has an opportunity to review the information further.

6. Discussion and possible action on funding for the splash pad

Interim Administrator Murphy explained and Gary O'Hearn confirmed that in order to avoid cost increases certain items for the splash pad need to be ordered by the end of the year. Murphy proposed that the City commit to \$90,000; \$35,000 for the underground infrastructure and \$55,000 for utilities (sewer & water). After discussion of the Capital Fund there was a motion by Klapper to approve the \$90,000 commitment if funding is available second by Hamre. Motion passed 5-0 on a roll call.

7. Discussion and possible action on funding for the canal bridge near Riverwood Apts.

The Committee decided to add the funding of the repair to the canal bridge to the short term borrowings in 2013. Motion by Klapper to add funding to short term borrowing not to exceed \$15,000, second by Hamre. Motion passed 5-0 on a roll call.

8. Discussion and possible action for funding for narrow band radios

Interim Administrator Murphy stated that the amount of \$14,375.88 is worse case. That Director Redelings is reviewing the quantity needed and source for attaining the radios to attempt to reduce the amount. Motion by Dodd to approve the purchase not to exceed \$14,376; second by Ebner. Motion passed 5-0 on a call of roll.

9. Discussion and possible action on renewal of agreement with Portage Public Schools on pool administration

Interim Administrator Murphy explained the contract is basically the same as in the past with the exception for minor changes in the due dates of the reporting information. Motion by Klapper second by Havlovic to approve the agreement with Portage Public Schools on pool administration. Motion passed on a 5-0 roll call.

10. Discussion and possible action on claims

Motion by Klapper; second by Ebner to approve the claims in the amount of \$770,677.25. Motion passed on a 5-0 roll call.

11. Discussion and possible action on pre-approval of payment of year-end claims

Motion by Klapper to approve the pre-approval of payment of year-end claims subject to review after the first of the year; second by Ebner. Motion passed on a 5-0 roll call.

12. Discussion and possible action on TIF#7 expansion

Interim Administrator distributed maps and explained there are discussions of expanding the current TIF#7 boundaries to include parcels 142, 118, and 2581.C. The Committee agreed to the expansion in theory and would need to have further cost information.

13. Discussion and possible action on surplus property

Motion by Klapper to approve the listed surplus Fire Dept property refrigerator asset #100-15-00849 and (2) Drager PAC3500 meters assets 100-15-02439 & 02440 second by Havlovic. Motion passed on a 5-0 roll call.

14. Discussion and possible action on Memorandum of Understanding with Columbia County Health and Human Services Commission on Aging for nutrition site.

Motion by Havlovic second by Klapper to approve the above memorandum of understanding. Motion passed 5-0 on a roll call.

15. Discussion and possible action on Employee Assistance Program agreement

The Committee noted that the City is alternating to Aspen for 2013 an arrangement that was made several years ago to switch between Aspen and Pauquette, The Committee noted they would like to review this selection process for 2014 in August of 2013. Motion by Klapper second by Hamre to approve the above agreement. Motion passed 5-0 on a call of roll.

16. Discussion and possible action on lease agreements at Portage Enterprise Center with: A. Schaper Excavation & Petroleum LLC and B. Ship-Rec Logistics, Inc.

The Committee reviewed the agreements. Motion by Klapper to accept both agreements as presented and move them on to council; second by Hamre. Motion passed 5-0 on a call of roll.

17. Adjournment

Moved by Klapper to adjourn; second by Hamre. Motion passed 5-0 on a roll call vote. Chairperson Dodd adjourned meeting at 7:57 p.m.

Jean Mohr
Interim City Treasurer

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 1

1. *Background Data:*

- a. Effective Date of Owner-Engineer Agreement: November 8, 2012
- b. Owner: City of Portage
- c. Engineer: General Engineering Company
- d. Project: 2013 Watermain & Sanitary Sewer Construction

2. *Description of Modifications:*

- a. Engineer shall perform or furnish the following Additional Services:

Provide data collection, design and bidding services, staking, and as-builts for a proposed sewer and water extension on Morgan Street between Superior Street and Wauona Trail.

- b. The Scope of Services currently authorized to be performed by Engineer in accordance with the Agreement and previous amendments, if any, is modified as follows:

See a.) above.

- c. The responsibilities of Owner are modified as follows: None.

- d. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation:

Lump Sum \$2,000.00

- e. The schedule for rendering services is modified as follows: the same timeline as the original contract.

- f. Other portions of the Agreement (including previous amendments, if any) are modified as follows: None.

5. Agreement Summary (Reference only)

a. Original Agreement amount:	\$ <u> 7,470.00 </u>
b. Net change for prior amendments:	\$ <u> 0.00 </u>
c. This amendment amount:	\$ <u> 2,000.00 </u>
d. Adjusted Agreement amount:	\$ <u> 9,470.00 </u>

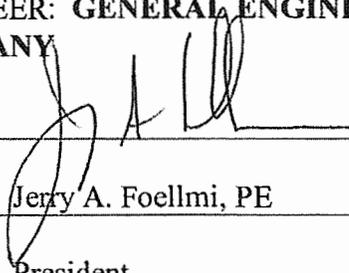
The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is December 13, 2012.

OWNER: CITY OF PORTAGE

**ENGINEER: GENERAL ENGINEERING
COMPANY**

By: Kenneth H. Jahn

By: 
Jerry A. Foellmi, PE

Title: Mayor

Title: President

Date Signed: _____

Date Signed: 12.7.12

By: Marie A. Moe

Title: Clerk

Date Signed: _____

**ENGINEER'S PRELIMINARY COST ESTIMATE
GOODYEAR PARK DEVELOPMENT - SPLASH PAD OPTION 7**

SUMMARY	
Park Development	Total Amount
Utility Improvements	\$ 55,000
Site Grading/Driveway/Parking Lot Improvements	\$ 139,000
Park Shelter - Option 7 (26ft x 51ft)	\$ 317,000
Splash Pad	\$ 199,000
Rain Garden	\$ 21,000
Skate Park	\$ 49,000
TOTAL ESTIMATED COST	\$ 780,000



General Engineering Company
Portage, WI 53901
608-742-2169 (Office)
www.generalengineering.net

Engineers • Consultants • Inspectors

Subject: Engineer's Preliminary Cost Estimate	
Goodyear Park Development - Splash Pad Option 7	
Date: 11/13/2012	Engineer: KDA
Sheet: 1 of 4	GEC No.: 0111-0CK

**ENGINEER'S PRELIMINARY COST ESTIMATE
GOODYEAR PARK DEVELOPMENT - SPLASH PAD OPTION 7**

GOODYEAR PARK UTILITY IMPROVEMENTS				
Item	No. of Units	Units	Unit Cost	Total Amount
1	1	Lump Sum	\$ 2,000.00	\$ 2,000
2	1	Each	\$ 1,500.00	\$ 1,500
3	185	Lin. Ft.	\$ 35.00	\$ 6,475
4	1	Each	\$ 1,100.00	\$ 1,100
5	1	Each	\$ 1,000.00	\$ 1,000
6	2	Each	\$ 250.00	\$ 500
7	185	Lin. Ft.	\$ 22.00	\$ 4,070
8	1	Each	\$ 75.00	\$ 75
9	55	Lin. Ft.	\$ 22.00	\$ 1,210
10	4	Each	\$ 750.00	\$ 3,000
11	175	Lin. Ft.	\$ 30.00	\$ 5,250
12	2	Each	\$ 500.00	\$ 1,000
13	10	Vert. Ft.	\$ 225.00	\$ 2,250
14	2	Each	\$ 750.00	\$ 1,500
15	2	Each	\$ 500.00	\$ 1,000
16	1	Lump Sum	\$ 10,000.00	\$ 10,000
17	1	Lump Sum	\$ 500.00	\$ 500
Subtotal				\$ 42,400
Construction Contingencies (15%)				\$ 6,400
Engineering & Administration (15%)				\$ 6,400
ESTIMATED TOTAL				\$ 55,000

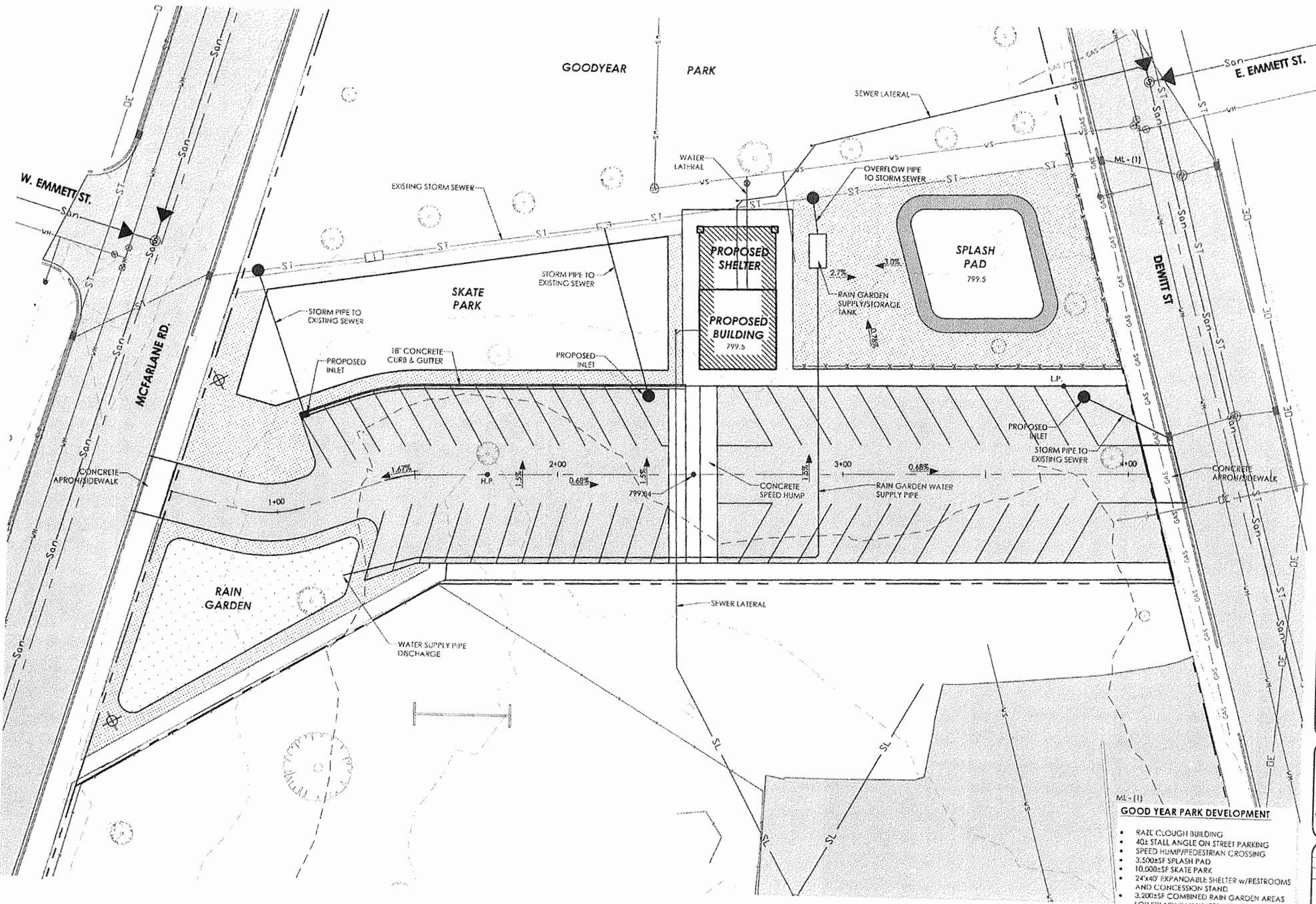
GOODYEAR PARK SITE GRADING/DRIVEWAY/PARKING LOT IMPROVEMENTS				
Item	No. of Units	Units	Unit Cost	Total Amount
1	1	Lump Sum	\$ 4,000.00	\$ 4,000
2	1	Lump Sum	\$ 7,500.00	\$ 7,500
3	75	Lin. Ft.	\$ 20.00	\$ 1,500
4	60	Sq. Yd.	\$ 20.00	\$ 1,200
5	450	Sq. Ft.	\$ 4.50	\$ 2,025
6	1	Lump Sum	\$ 1,500.00	\$ 1,500
7	1	Lump Sum	\$ 5,000	\$ 5,000
8	1,100	Ton	\$ 9.25	\$ 10,175
9	2,020	Sq. Yd.	\$ 1.00	\$ 2,020
10	390	Ton	\$ 60.00	\$ 23,377
11	220	Lin. Ft.	\$ 10.00	\$ 2,200
12	3,075	Sq. Ft.	\$ 4.50	\$ 13,838
13	1,475	Sq. Ft.	\$ 5.00	\$ 7,375
14	200	Lin. Ft.	\$ 20.00	\$ 4,000
15	1650	Sq. Yd.	\$ 3.00	\$ 4,950
16	1	Lump Sum	\$ 500	\$ 500
17	1	Lump Sum	\$ 15,000	\$ 15,000
18	5	Each	\$ 200	\$ 1,000
Subtotal				\$ 107,200
Construction Contingencies (15%)				\$ 16,100
Engineering & Administration (15%)				\$ 16,100
ESTIMATED TOTAL				\$ 139,000



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Subject: Engineer's Preliminary Cost Estimate	
Goodyear Park Development - Splash Pad Option 7	
Date: 11/13/2012	Engineer: KDA
Sheet: 2 of 4	GEC No.: 0111-0CK



- GOOD YEAR PARK DEVELOPMENT**
- RAZE CLOUGH BUILDING
 - 40± STALL ANGLE ON STREET PARKING
 - SPEED HUMP/PEDESTRIAN CROSSING
 - 3,500±SF SPLASH PAD
 - 10,000±SF SKATE PARK
 - 24'x40' EXPANDABLE SHELTER w/RESTROOMS AND CONCESSION STAND
 - 3,200±SF COMBINED RAIN GARDEN AREAS FOR SPLASH PAD WATER REUSE

CONCEPTUAL SITE PLAN

General Engineering Company

DRAWN	DATE	SCALE	SHEET	

INTERGOVERNMENTAL COOPERATION
AGREEMENT FOR LEASE OF REAL ESTATE

This Agreement is entered into by and between the City of Portage (hereinafter "City or "Lessee") and the Portage Community School District (hereinafter "District" or "Lessor") as of the latest date appearing in connection with the parties signatures herein below.

WHEREAS, the District currently owns, but does not presently need for school purposes, the following Premises hereinafter referred to as the "Premises":

The swimming pool and adjacent locker rooms, bathrooms, shower facilities, lobby, and office located at 117 West Franklin Street, Portage, Wisconsin, along with a non-exclusive right of ingress and egress over adjacent School District hallways and sidewalks.

WHEREAS, the District electors have authorized the lease of the Premises, having determined that the Premises is not presently needed for school purposes;

WHEREAS, the City and the District believe that the consideration provided by the City in exchange for use of the Premises represents fair and equitable consideration, taking into account the District's experience managing the Premises and the City's needs for the use of the Premises;

WHEREAS, the Parties desire to enter into an agreement on the terms and conditions herein below for the leasing of the Premises by the City from the District; and,

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged between the Parties, the Parties agree as follows:

Article 1
Premises

- 1.1 Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the Premises, as described above.

Article 2
Term

- 2.1 The Commencement Date of this Lease shall be January 1, 2013 and, subject to extension or other termination hereunder, the Termination Date shall be December 31, 2013.
- 2.2 The initial term of this Lease shall begin on the Commencement Date and, unless terminated or extended, shall end on the Termination Date (hereinafter "Initial Term"). Either party may terminate the Lease by providing written notice to the other party 60 days in advance of the termination date. In addition to the Initial Term, this Lease may be extended for annual consecutive periods of one year each (hereinafter "Extended Terms") if the parties agree to such extension(s) in a writing signed by both parties

Article 3
Rent/Consideration

- 3.1 Rent/Consideration. The parties hereby agree that Lessee's establishment and maintenance of programs, including but not limited to the programs described on Exhibit A, for the benefit of the public, including all District residents, shall serve as consideration rent hereunder, along with all of Lessee's other obligations under this Agreement. This is not to restrict the ability of Lessee to discontinue current programs if there is insufficient interest or there is increased demand for other programs.
- 3.2 Additional Rent. In the event that Lessee's gross annual revenues exceed Lessee's annual expenditures by more than \$10,000 in connection with the administration of the City-sponsored programs conducted on the Premises, Lessee shall pay fifty percent (50%) of such excess net revenues to the Lessor within 60 days of the conclusion of each annual Lease term.

- 3.3 District Support. In the event that Lessee's annual expenditures exceed Lessee's gross annual revenues in connection with the administration of the City-sponsored programs conducted on the Premises, the Lessor shall pay Lessee the amount of such deficit within 60 days of the conclusion of each annual Lease term provided, however, that in no event shall such payment exceed \$10,000.00.
- 3.4 Accounting. Lessee shall provide a full accounting of all annual expenditures and all gross annual revenues in connection with the administration of the City-sponsored programs conducted on the Premises within 45 days of the conclusion of each annual Lease term.

Article 4 Use of Property

- 4.1 Lessee shall use the Property exclusively for City-sponsored programs through the City Parks and Recreation Department, including but not limited to the programs described on Exhibit A. Such events may be scheduled between the hours of 6:00a.m. and 10:00 p.m., subject to the Lessor's priority uses as described below. Notwithstanding any other term hereunder, in no event may Lessee's use of the Premises interfere with District operations or programs. In this regard, the Lessor retains the right to close the pool facilities or limit hours of operation as deemed necessary from time to time in connection with school operations.
- 4.2 The parties agree that the Lessee shall grant the Lessor priority use of the Premises, including cancellation of events as necessary, for: the District's Special Education and Physical Education classes, District-sponsored swim team events and any WIAA events hosted by the District.

Article 5 Maintenance and Signage

- 5.1 Maintenance. Lessee shall maintain the Property and equipment in good order and condition. Lessee shall be responsible for routine maintenance, repairs and replacement of equipment arising from Lessee's use of the Property. The Lessor shall provide routine maintenance of the grounds and facilities and the replacement/repair of grounds and facilities and related equipment.
- 5.2 Signage. All signage to be affixed to the Property requires the prior written approval of Lessor.

Article 6 Insurance

- 6.1 **Liability Insurance.** Lessee will maintain with insurers authorized to do business in Wisconsin, which are well rated by a recognized national rating organization:
- (a) Comprehensive general public liability insurance against claims for bodily injury, death, or property damage arising out of the use or occupancy of the Property by Lessee, in a combined single limit amount of not less than \$2,000,000.00, and which is otherwise satisfactory to the Lessor.
 - (b) A certificate of insurance in connection with the above-described policy, which identifies Lessor as an additional, named insured during the Lease Term.
- 6.2 Lessor shall also provide a certificate of insurance, in connection with their comprehensive general public liability insurance policy, which identifies Lessee as an additional named insured during the Lease Term.
- 6.3 **Property Insurance.** Each party shall maintain property insurance to cover risks as their respective interest may appear.

Article 7 Lessee Control and Responsibility

- 7.1 **Control of Performance.** Lessee shall exercise exclusive control over programs and events held at the Premises, except for those events described at Section 4.2 above. Lessee warrants that it shall conduct its programs and events in accordance with applicable federal and state law and currently recognized methods and practices for pool management and safety.
- 7.2 **Control of Employees.** All employees of the Lessee shall be subject to its exclusive direction and control. Further, Lessee is solely responsible for all employee selection and screening under this Agreement. Lessee represents that it will, at a minimum, perform criminal background checks on all of its employees or agents who perform services on the Premises.
- 7.3 **Licenses and Certifications.** Lessee represents to the Lessor that it shall utilize professionally trained and duly licensed and/or certified personnel in its programs and events held at the Premises.

- 7.4 General Indemnification. Lessee hereby agrees to defend, indemnify and hold harmless the District, its Board, officers and employees (hereinafter "Releases") from and against all losses, damages, monetary awards and expenses, including attorney fees, incurred in connection with any and all claims against the Releases on account of injury or death or damage to or loss of property, arising from or in connection with Lessee's use and operation of the Premises and/or arising from the actions or omissions of Lessee, its officers, employees and agents in connection with its operation, oversight and management of the Premises. This indemnification is intended to include, but not be limited to, any and all claims by the Lessee's employees.

Lessor hereby agrees to defend, indemnify and hold harmless the City, its Board, officers and employees (hereinafter "Releases") from and against all losses, damages, monetary awards and expenses, including attorney fees, incurred in connection with any and all claims against the Releases on account of injury or death or damage to or loss of property, arising from the actions or omissions of Lessor, its officers, employees and agents in connection with the maintenance of grounds and facilities.

Article 8 Assignment, Subletting

- 8.1 Lessee may not mortgage, pledge or otherwise encumber its interest in the Property, nor may Lessee assign this Lease or sublet the Property without the advance written consent of Lessor.

Article 9 Subordination and Non-disturbance

- 9.1 This Lease and all rights of Lessee hereunder shall be subject and subordinate to the lien of any and all mortgages, or consolidated mortgage or mortgages, which may hereafter affect the Property, or any part thereof, and to all renewals, modifications, consolidations, replacements, and extensions thereof, subject to the following conditions. Any mortgage subsequently placed upon the Property shall provide that so long as there is not outstanding a continuing Event of Default by Lessee in any term, condition, covenant, or agreement of this Lease, the leasehold estate of Lessee created hereby and Lessee's peaceful and quiet possession of the Property shall be undisturbed by any foreclosure of the mortgage.

Article 10
Lessee's Equipment

- 10.1 All signs and equipment of Lessee shall not become the property of Lessor or a part of the realty no matter how affixed to the Property and shall be removed by Lessee at any time and from time to time during the term of this Lease but in any event at the termination of the Lease, it being understood that Lessee is required to restore the Premises to its original condition.

Article 11
Surrender

- 11.1 Upon the expiration or earlier termination of this Lease, Lessee shall surrender the Property to Lessor in good order and condition. Lessee shall remove from the Property on or prior to the expiration or earlier termination all of its property situated thereon, and shall repair any damage caused by the removal.

Article 12
Notices

- 12.1 All notices or other communications required hereunder shall be in writing and be deemed to have been given when delivered, or when mailed by first class mail, postage prepaid.

Article 13
Amendments

- 13.1 No amendment, modification, termination or waiver shall be effective for any purpose unless it is in writing and signed by the party against whom enforcement thereof is sought.

Article 14
Miscellaneous

- 14.1 **Binding Effect.** The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective successors and assigns.
- 14.2 **Quiet Enjoyment.** Upon due performance by Lessee of its covenants and agreements under this Lease, Lessor covenants that Lessee shall and may at all times peaceably and quietly have, hold and enjoy the Property during the Lease term.

- 14.3 Relationship of Parties. Lessor and Lessee shall not be considered or deemed to be joint ventures or partners and neither shall have the power to bind or obligate the other except as set forth herein.
- 14.4 Non-waiver. No delay or failure by either party to exercise any right under this Lease shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.
- 14.5 Entire Agreement. This Lease supersedes any agreements previously made between the parties relating to its subject matter. There are no other understandings or agreements between the parties related to the Property.

IN WITNESS WHEREOF, the parties have executed this Lease as of the date indicated hereafter.

LESSOR

PORTAGE COMMUNITY SCHOOL DISTRICT

Attest: _____

LESSEE

CITY OF PORTAGE

By: _____

Attest: _____

DATE: 12/07/2012
TIME: 15:27:27
ID: AP442000.WOW

CITY OF PORTAGE
VENDOR SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 12/14/2012

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
SALARM	5 ALARM	10,235.28	511.00
ADAMCOL	ADAMS-COLUMBIA ELECTRIC COOP	293.02	27.75
AIRTEMP	AIR TEMPERATURE SERVICES INC	25,416.56	177.98
ALERETOX	ALERE TOXICOLOGY SERVICES INC	1,453.25	116.50
ALLIENE	ALLIANT ENERGY	309,762.99	33,839.32
AMAZON	AMAZON	12,500.41	881.74
AMERFAS	AMERICAN FASTENER	495.68	104.23
AMERTES	AMERICAN TEST CENTER, INC.	0.00	1,285.00
ARAMUNI	ARAMARK UNIFORM SERVICES	16,817.12	1,544.62
AT&T	AT&T	518.20	93.94
BADTRUCE	BADGER TRUCK CENTER OF MADISON	0.00	122.62
BAKEENT	BAKER & TAYLOR	7,121.17	31.64
BJAPPL	BJ'S APPLIANCE	250.00	209.95
BLYSTOW	BLYSTONE TOWING & RADIATOR, IN	3,602.78	1,184.71
BOAR&CLA	BOARDMAN & CLARK LAW FIRM	0.00	2,783.80
BPBATT	BP BATTERY PRODUCTS INC	395.13	80.37
CAPNEWS	CAPITAL NEWSPAPERS	18,522.76	1,067.84
CCLERK	COLUMBIA COUNTY CLERK	1,304.25	514.00
CCSHER	COLUMBIA COUNTY SHERIFF'S DEPT	1,825.00	100.00
CCSOLID	COLUMBIA CO. SOLID WASTE	247,149.97	33.00
CENTSPR	CENTURY SPRINGS BOTTLING CO	2,404.85	276.90
CENTWIS	CENTRAL WISCONSIN COMMUNITY	150,820.00	22,641.00
CHARCOM	CHARTER COMMUNICATIONS	951.29	95.50
CMIINC	CMI, INC.	0.00	207.61
COMMSER	COMMUNICATION SERVICES, INC	46,061.37	88.50
COUNPLU	COUNTRY PLUMBER, INC	6,712.69	450.00
DEANHEAL	DEAN CLINIC	495.00	90.00
DEERFIE	DEERFIELD PUBLIC LIBRARY	0.00	30.98
DELTDEN	DELTA DENTAL PLAN OF WISCONSN	54,628.86	6,018.79
DEMCO	DEMCO, INC.	3,524.77	56.20
DIVISAV	DIVINE SAVIOR HEALTHCARE	5,830.00	515.00
EBSCO	EBSCO	53.30	6,619.78
ELECONE	ELECTRIC ONE	3,913.58	745.00
ENVICON	ENVIRONMENT CONTROL	13,437.23	1,550.32
ERCINC	E.R.C., INC.	1,550.00	25.00
FEARSAT	FEARING'S AUDIO-VIDEO-SECURITY	7,415.90	10,006.82
FIRERESC	FIRE RESCUE SUPPLY LLC	3,074.40	8,117.50
FREDEXC	FREDRICK EXCAVATING	4,740.00	750.00
FRONTON	FRONTIER ONLINE	15,364.48	2,162.23
GENENG	GENERAL ENGINEERING COMPANY	113,014.91	4,387.50
GIESE	JULIE GIESE	0.00	50.00
GRAINGER	GRAINGER	1,020.19	182.10
H&MCON	H & M CONTRACTING	9,677.17	1,162.50
HAWKWAT	HAWKINS INC.	25,438.83	1,855.40

DATE: 12/07/2012
TIME: 15:27:27
ID: AP442000.WOW

CITY OF PORTAGE
VENDOR SUMMARY REPORT

PAGE: 2

INVOICES DUE ON/BEFORE 12/14/2012

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
HESTARK	THE H.E. STARK AGENCY INC	9,261.45	306.92
HHINDUS	H & H INDUSTRIES INC.	8,164.43	5,533.83
INGRBOO	INGRAM LIBRARY SERVICES	28,955.81	2,058.84
INTEELE	INTERSTATE ELECTRIC SUPPLY CO.	2,382.22	196.76
JESKELE	JESKE ELECTRIC	70.00	660.00
JPCOOKE	J.P. COOKE CO.	0.00	59.12
KWIKTRI	KWIK TRIP STORES	124,616.65	5,665.05
LAKEINT	LAKE SIDE INTERNATIONAL TRUCKS	1,987.23	86.17
LWALLEN	L.W. ALLEN, INC.	4,944.77	422.40
MASRESTO	MASONRY RESTORATION, INC.	25,703.00	2,495.00
MDAPLUM	MDA PLUMBING & HEATING INC	2,215.65	1,075.00
MICRMAR	MICROMARKETING, LLC	107.09	103.66
MIDAMER	MID-AMERICAN RESEARCH CHEMICAL	1,776.22	185.69
MIDTAPE	MIDWEST TAPE	2,241.32	273.42
MILLBRU	MILLER, BRUSSELL, EBBEN,	33,533.75	10,600.00
MILLMIL	MILLER & MILLER LLC	56,540.25	4,680.50
MINNMUT	THE MINNESOTA LIFE INSURANCE	19,539.52	1,971.17
MONRTRU	MONROE TRUCK EQUIPMENT, INC.	1,434.04	34,734.00
MOTIIND	MOTION INDUSTRIES, INC.	68.01	248.58
MSAPROF	MSA PROFESSIONAL SERVICES INC.	5,756.15	2,031.76
MTSSAFE	MTS SAFETY PRODUCTS INC	0.00	151.45
NAPAAUT	NAPA AUTO PARTS	9,852.72	1,697.00
NATIASS	NATIONAL ASSOCIATION OF	0.00	90.00
NOBLIND	NOBLE INDUSTRIAL SUPPLY CORP	6,870.02	2,308.92
NORTCEN	NORTH CENTRAL LABORATORIES	9,084.25	663.74
OBRIAGE	THE O'BRION AGENCY, LLC	0.00	2,750.00
OREIAUT	O'REILLY AUTO PARTS	712.17	487.33
PENWORTH	THE PENWORTHY COMPANY	2,465.84	3,049.82
PETTY	PETTY CASH	483.82	71.43
PITNEYBO	PITNEY BOWES PURCHASE POWER	1,144.82	238.02
POMPTIR	POMP'S TIRE SERVICE INC	4,586.57	617.95
PORTDAI	PORTAGE DAILY REGISTER	126.60	126.60
PORTGLAS	PORTAGE GLASS COMPANY	0.00	555.00
PORTLUM	PORTAGE LUMBER	5,749.93	525.83
PORTPRI	PORTAGE PRINTING	3,142.30	466.00
PORTSCH	PORTAGE COMMUNITY SCHOOL DIST.	2,128,056.81	3,803.55
PORTWAT	PORTAGE WATER UTILITY	338,152.68	29,681.39
PROFEQ	PROFESSIONAL EQUIPMENT	7,581.75	270.00
PYRESH	SHARON A PYREK	0.00	292.67
RANDHOU	RANDOM HOUSE INC	1,356.05	24.00
REEDPUB	REEDSBURG PUBLIC LIBRARY	0.00	7.00
RENNFIR	RENNERT'S FIRE EQUIPMENT	2,834.45	469.91
RHYMBUS	RHYME BUSINESS PRODUCTS	12,657.76	154.68
SABELMEC	SABEL MECHANICAL LLC	114,981.32	33,431.47

DATE: 12/07/2012
TIME: 15:27:27
ID: AP442000.WOW

CITY OF PORTAGE
VENDOR SUMMARY REPORT

PAGE: 3

INVOICES DUE ON/BEFORE 12/14/2012

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
SCHAMAN	SCHAEFFER MANUFACTURING CO	1,558.00	1,465.80
SCHUSMA	SCHULTZ SMALL ENGINE	1,175.61	52.62
SERVCL	SERVICEMASTER CLEANING SERVICE	697.80	189.00
SERWEIMP	SERWE IMPLEMENT CO INC.	6,987.03	136.82
SHAWRUS	RUSS SHAW	0.00	500.00
SHERIND	SHERWIN INDUSTRIES	642.88	2,071.71
STAPLES	STAPLES CREDIT PLAN	21,015.48	1,132.91
STATEMP	STATE EMPLOYMENT RELATIONS,	267.00	135.00
STRAASS	STRAND ASSOCIATES INC	18,552.66	6,359.70
SUPECHE	SUPERIOR CHEMICAL INC	19,448.11	947.42
TOWPAC	TOWN OF PACIFIC	0.00	100.00
TRACSUP	TRACTOR SUPPLY CREDIT PLAN	274.64	59.99
TRECEK	TRECEK AUTOMOTIVE OF	10,616.45	25.58
TWORIV	TWO RIVERS SIGNS & DESIGN	5,821.80	280.00
UNIQMAN	UNIQUE MANAGEMENT SERVICES INC	563.85	44.75
USCELL	U. S. CELLULAR	51,715.93	5,495.63
UWSOIL	UW SOIL TESTING LAB	0.00	180.00
VALESAW	VALENTINE SAWMILL	0.00	246.10
VANSCON	VAN'S CONSTRUCTION INC	0.00	5,414.00
VERBATIM	VERBATIM REPORTING, LTD.	0.00	267.50
VHBLACK	V H BLACKINTON CO INC.	10.00	5.00
WALSACE	WALSH'S ACE HARDWARE	8,280.88	953.15
WEAVAUT	WEAVER AUTO PARTS	3,611.35	249.44
WELWILL	WILLIAM P. WELSH	6,182.00	562.00
WINNTRA	WINNING TRADITIONS LLC	0.00	159.00
WITAX	WISCONSIN TAXPAYERS ALLIANCE	102.73	38.45
ZIMMPLU	ZIMMERMAN PLUMBING INC	3,332.16	766.56
TOTAL ALL VENDORS:			295,954.40

VENDOR # WIRE COMMUNITY BANK OF PORTAGE
 FROM 11/08/2012 TO 12/14/2012

INVOICE #	ITEM DESCRIPTION	ACCOUNT NUMBER	INV. DATE	P.O. NUM	CHECK #	CHK DATE	CHECK AMT	INVOICE AMT/ ITEM AMT

WIRE	COMMUNITY BANK OF PORTAGE							
0-110-951-040			11/09/12		951040	11/08/12	7,094.61	7,094.61
	01 11/09/12 PAYROLL	1000021000907						5,883.60
	02 11/09/12 PAYROLL	2110021000907						5.81
	03 11/09/12 PAYROLL	2300021000907						356.03
	04 11/09/12 PAYROLL	6100021000907						475.14
	05 11/09/12 PAYROLL	6200021000907						374.03
1-404-225-152			11/12/12		925152	11/30/12	7,368.35	7,368.35
	01 11/09/12 PAYROLL	1000021000907						6,105.74
	02 11/09/12 PAYROLL	2110021000907						9.46
	03 11/09/12 PAYROLL	2300021000907						350.24
	04 11/09/12 PAYROLL	6100021000907						503.15
	05 11/09/12 PAYROLL	6200021000907						399.76
22070935			11/16/12		970935	11/16/12	34,086.53	34,086.53
	01 11/16/12 PAYROLL AND VD ROBINS	1000021000903						14,746.67
	02 11/16/12 PAYROLL AND VD ROBINS	1000021000905						13,663.17
	03 11/16/12 PAYROLL AND VD ROBINS	2110021000903						188.89
	04 11/16/12 PAYROLL AND VD ROBINS	2110021000905						41.87
	05 11/16/12 PAYROLL AND VD ROBINS	2300021000903						1,260.92
	06 11/16/12 PAYROLL AND VD ROBINS	2300021000905						565.47
	07 11/16/12 PAYROLL AND VD ROBINS	6100021000903						1,165.02
	08 11/16/12 PAYROLL AND VD ROBINS	6100021000905						909.94
	09 11/16/12 PAYROLL AND VD ROBINS	6200021000903						974.11
	10 11/16/12 PAYROLL AND VD ROBINS	6200021000905						570.47
270273510004421			11/30/12		904421	11/30/12	31,288.96	31,288.96
	01 11/30/12 PAYROLL	1000021000903						13,102.96
	02 11/30/12 PAYROLL	1000021000905						12,294.49
	03 11/30/12 PAYROLL	2110021000903						189.79
	04 11/30/12 PAYROLL	2110021000905						36.29
	05 11/30/12 PAYROLL	2300021000903						1,223.98
	06 11/30/12 PAYROLL	2300021000905						544.28
	07 11/30/12 PAYROLL	6100021000903						1,232.58
	08 11/30/12 PAYROLL	6100021000905						998.04
	09 11/30/12 PAYROLL	6200021000903						1,035.61
	10 11/30/12 PAYROLL	6200021000905						630.94
270274061088199			12/01/12		988199	12/05/12	217.44	217.44
	01 12/01/12 PAYROLL	1000021000903						217.44
							VENDOR TOTAL:	80,055.89
							TOTAL --- ALL INVOICES:	80,055.89

DATE: 12/07/2012
TIME: 16:44:10
ID: AP450000.WOW

CITY OF PORTAGE
PAID INVOICE LISTING

PAGE: 1

VENDOR # DEPTEMP DEPT. OF EMPLOYEE TRUST FUNDS
FROM 11/09/2012 TO 12/14/2012

INVOICE #	ITEM DESCRIPTION	ACCOUNT NUMBER	INV. DATE	P.O. NUM	CHECK #	CHK DATE	CHECK AMT	INVOICE AMT/ ITEM AMT
DEPTEMP	DEPT. OF EMPLOYEE TRUST FUNDS							
WS2GPC000307890			11/16/12		307890	11/16/12	81,579.20	81,579.20
01	DECEMBER HEALTH INSURANCE	1000021000911						52,522.30
02	DECEMBER HEALTH INSURANCE	1000021000929						7,569.20
03	DECEMBER HEALTH INSURANCE	2300021000911						3,504.88
04	DECEMBER HEALTH INSURANCE	2300021000929						1,372.93
05	DECEMBER HEALTH INSURANCE	6100021000911						4,819.40
06	DECEMBER HEALTH INSURANCE	6100021000929						657.20
07	DECEMBER HEALTH INSURANCE	6200021000911						3,284.95
08	DECEMBER HEALTH INSURANCE	6200021000929						637.75
09	DECEMBER HEALTH INSURANCE	1001052120136						971.40
10	DECEMBER HEALTH INSURANCE	1001052120136						1,244.30
11	DECEMBER HEALTH INSURANCE	1000251410136						1,244.30
12	DECEMBER HEALTH INSURANCE	1000251410136						924.60
13	DECEMBER HEALTH INSURANCE	6205553610136						1,244.30
14	DECEMBER HEALTH INSURANCE	1002053311136						1,244.30
15	DECEMBER HEALTH INSURANCE	1001052150136						337.39
							VENDOR TOTAL:	81,579.20
							TOTAL --- ALL INVOICES:	81,579.20

DATE: 12/07/2012
TIME: 16:44:26
ID: AP450000.WOW

CITY OF PORTAGE
PAID INVOICE LISTING

PAGE: 1

VENDOR # GWRS GREAT WEST RETIRMENT SERVICES
FROM 11/09/2012 TO 12/14/2012

INVOICE #	ITEM DESCRIPTION	ACCOUNT NUMBER	INV. DATE	P.O. NUM	CHECK #	CHK DATE	CHECK AMT	INVOICE AMT/ ITEM AMT
GWRS	GREAT WEST RETIRMENT SERVICES							
497384936			11/16/12		384936	11/16/12	7,140.61	7,140.61
	01	11/16/12 PAYROLL DEFERRED COMP						4,569.61
	02	11/16/12 PAYROLL DEFERRED COMP						365.00
	03	11/16/12 PAYROLL DEFERRED COMP						600.00
	04	11/16/12 PAYROLL DEFERRED COMP						1,160.00
	05	11/16/12 PAYROLL DEFERRED COMP						246.00
	06	11/16/12 PAYROLL DEFERRED COMP						200.00
498424912			11/30/12		424912	11/30/12	7,040.61	7,040.61
	01	11/30/12 DEFERRED COMP						4,469.61
	02	11/30/12 DEFERRED COMP						365.00
	03	11/30/12 DEFERRED COMP						600.00
	04	11/30/12 DEFERRED COMP						1,160.00
	05	11/30/12 DEFERRED COMP						246.00
	06	11/30/12 DEFERRED COMP						200.00
							VENDOR TOTAL:	14,181.22
							TOTAL --- ALL INVOICES:	14,181.22

FROM CHECK # 134972 TO 135151

VENDOR #	INVOICE #	ITEM DESCRIPTION	ACCOUNT NUMBER	INV. DATE	P.O. NUM	CHECK #	CHK DATE	CHECK AMT	INVOICE AMT/ ITEM AMT
MAILCOM	MAILCOM CONSULTING								
	2012 TAX BILLS			11/16/12		134978	11/16/12	1,903.00	1,903.00
	01 MAILING FEE 2012 TAX BILLS		1000251500219						1,903.00
	VENDOR TOTAL:								1,903.00
MAINSTR	MAIN STREET PORTAGE, INC								
	121031	01 YULETIDE OF THE PORTAGE	2450056720710	10/31/12		135138	12/04/12	4,862.00	3,300.00
	P8103112	01 OCTOBER ADMINISTRATIVE SERVICE	2450056720550	10/31/12		135138	12/04/12	4,862.00	1,562.00
	REIMBURSEMNT CAP NEW			11/16/12		134979	11/16/12	1,200.00	1,200.00
	01 REIMBURSEMENT FROM CAPITAL NEW		1000021000935						1,200.00
	VENDOR TOTAL:								6,062.00
NEUMBE	BENJAMIN NEUMANN								
	111412	01 UNIFORM REIMBURSEMENT 11/14/12	1001052120133	11/14/12		134980	11/16/12	183.46	183.46
	VENDOR TOTAL:								183.46
POMEDE	DENNIS J. POMEROY								
	103112	01 UNIFORM REIMBURSEMENT 10/31/12	1001052120133	10/31/12		134981	11/16/12	525.00	525.00
	VENDOR TOTAL:								525.00
PORTCHAM	PORTAGE AREA CHAMBER OF								
	11266	01 4TH QUARTER	2400056000720	10/18/12		135139	12/04/12	7,500.00	7,500.00
	VENDOR TOTAL:								7,500.00
PORTWAT	PORTAGE WATER UTILITY								
	NOVAK, HOWARD			12/04/12		135140	12/04/12	68.76	68.76
	01 CREDIT CARD PAYMENT FOR NOVAK		1000025000953						68.76
	VENDOR TOTAL:								68.76
PURCPOW	PURCHASE POWER								
	112012	01 POSTAGE	1000016000053	11/20/12		135149	12/07/12	1,142.49	1,142.49
	VENDOR TOTAL:								1,000.00

FROM CHECK # 134972 TO 135151

VENDOR #	INVOICE #	ITEM DESCRIPTION	ACCOUNT NUMBER	INV. DATE	P.O. NUM	CHECK #	CHK DATE	CHECK AMT	INVOICE AMT/ ITEM AMT
	112012	02 LATE FEES	1000251400790	11/20/12		135149	12/07/12	1,142.49	1,142.49
	VENDOR TOTAL:								142.49
RAWFRE	RAWSON REALTY								
	INITIAL SIGNING			10/30/12		134982	11/16/12	1,020.00	1,020.00
	01		1000256000721						1,020.00
	VENDOR TOTAL:								1,020.00
REINBRO	REINDERS INC								
	1407649-00	01 MB BRUSH FOR POLAR TRAC	2450056720840	10/22/12		135141	12/04/12	5,516.00	5,516.00
	VENDOR TOTAL:								5,516.00
RUNNING	RUNNING INC.								
	27363	01 SHARED RIDE TAXI SERVICE DECEM	2600053520725	11/15/12		134983	11/16/12	26,921.09	26,921.09
	VENDOR TOTAL:								26,921.09
STAPLES	STAPLES CREDIT PLAN								
	1211-4349	01 OFFICE SUPPLIES	1001052110310	11/05/12		135121	11/30/12	815.79	599.33
		02 OFFICE SUPPLIES	1001052110310						16.99
		03 OFFICE SUPPLIES	1001052110340						5.99
		04 OFFICE SUPPLIES	1001052110310						79.98
		05 OFFICE SUPPLIES	1001052110310						185.33
		06 OFFICE SUPPLIES	1001052110310						108.14
									202.90
	1211-5041	01 OFFICE SUPPLIES	2300055110310	11/08/12		135121	11/30/12	815.79	15.47
									15.47
	1211-9165	01 SUPPLIES	1001552210292	11/12/12		135121	11/30/12	815.79	200.99
		02 SUPPLIES	1001552210310						114.99
		03 SUPPLIES	1001552210310						20.57
		04 SUPPLIES	1001552210310						6.49
		05 SUPPLIES	1001552210340						30.96
									27.98
	VENDOR TOTAL:								815.79
STENJA	JASON STENBERG								
	121116			11/16/12		135142	12/04/12	59.99	59.99

DATE: 12/07/2012
TIME: 16:45:35
ID: AP450000.WOW

CITY OF PORTAGE
PAID INVOICE LISTING

PAGE: 1

VENDOR # SALES WISCONSIN DEPT OF REVENUE
FROM 11/09/2012 TO 12/14/2012

INVOICE #	ITEM DESCRIPTION	ACCOUNT NUMBER	INV. DATE	P.O. NUM	CHECK #	CHK DATE	CHECK AMT	INVOICE AMT/ ITEM AMT
SALES	WISCONSIN DEPT OF REVENUE							
0-080-242-304			11/30/12		242304	11/30/12	763.21	763.21
01	OCTOBER SALES TAX REPORT	1000024000941						722.08
02	OCTOBER SALES TAX REPORT	1004141222000						-10.00
03	OCTOBER SALES TAX REPORT	1000251400790						0.01
04	OCTOBER SALES TAX REPORT	2110024000941						51.12
							VENDOR TOTAL:	763.21
							TOTAL --- ALL INVOICES:	763.21

DATE: 12/07/2012
TIME: 16:46:18
ID: AP450000.WOW

CITY OF PORTAGE
PAID INVOICE LISTING

PAGE: 1

VENDOR # WRS WISCONSIN RETIREMENT SYSTEM
FROM 11/09/2012 TO 12/14/2012

INVOICE #	ITEM DESCRIPTION	ACCOUNT NUMBER	INV. DATE	P.O. NUM	CHECK #	CHK DATE	CHECK AMT	INVOICE AMT/ ITEM AMT
WRS	WISCONSIN RETIREMENT SYSTEM							
97255			11/19/12		997255	11/30/12	38,880.00	38,880.00
	01	OCTOBER RETIREMENT						33,680.94
	02	OCTOBER RETIREMENT						1,840.08
	03	OCTOBER RETIREMENT						2,070.36
	04	OCTOBER RETIREMENT						1,288.62
							VENDOR TOTAL:	38,880.00
							TOTAL --- ALL INVOICES:	38,880.00

PORTAGE UTILITIES

Payment Approval Report Finance Committee Only

Page: 1

Input Date(s): 11/28/2010 - 12/07/2012

Dec 07, 2012 02:07pm

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt	Amount Paid	Date PD
24/7 HOME COMFORT SERVICES INC							
	Total 24/7 HOME COMFORT SERVICES INC				35.90	.00	
AIRGAS USA LLC							
	Total AIRGAS USA LLC				61.09	.00	
ALLIANT ENERGY/WP&L							
	Total ALLIANT ENERGY/WP&L				10,479.49	.00	
ASSET MANAGEMENT SERVICES							
	Total ASSET MANAGEMENT SERVICES				79.20	.00	
CARGILL INC-SALT DIVISION							
	Total CARGILL INC-SALT DIVISION				5,450.97	.00	
CDW GOVERNMENT							
	Total CDW GOVERNMENT				675.00	.00	
CHARTER COMMUNICATIONS							
	Total CHARTER COMMUNICATIONS				59.99	.00	
CITY OF PORTAGE - TREASURER							
	Total CITY OF PORTAGE - TREASURER				114,682.20	.00	
CITY TREASURER-PAYROLL							
	Total CITY TREASURER-PAYROLL				33,125.88	.00	
CT LABORATORIES, LLC							
	Total CT LABORATORIES, LLC				189.00	.00	
DIGGERS HOTLINE INC							
	Total DIGGERS HOTLINE INC				141.29	.00	
FRONTIER							
	Total FRONTIER				270.20	.00	
HAWKINS INC							
	Total HAWKINS INC				433.71	.00	
JOHNS, BARBARA							
	Total JOHNS, BARBARA				34.81	.00	
KWIK TRIP INC							
	Total KWIK TRIP INC				2,245.86	.00	
MARTELLE WATER TREATMENT							
	Total MARTELLE WATER TREATMENT				389.20	.00	
MUNICIPAL WELL & PUMP							
	Total MUNICIPAL WELL & PUMP				1,792.00	.00	
NAPA AUTO PARTS							
	Total NAPA AUTO PARTS				3.54	.00	
P W U							
	Total P W U				945.51	.00	
POMP'S TIRE SERVICE INC							

PORTAGE UTILITIES

Payment Approval Report Finance Committee Only
 Input Date(s): 11/28/2010 - 12/07/2012

Page: 2
 Dec 07, 2012 02:07pm

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt	Amount Paid	Date PD
	Total POMP'S TIRE SERVICE INC				242.46	.00	
	S I FEEDERS METALS						
	Total S I FEEDERS METALS				17.76	.00	
	STAPLES CREDIT PLAN						
	Total STAPLES CREDIT PLAN				111.37	.00	
	TIM BRANDT REAL EST LLC						
	Total TIM BRANDT REAL EST LLC				27.47	.00	
	U S POSTAL SERVICE						
	Total U S POSTAL SERVICE				70.00	.00	
	WALSH'S ACE HARDWARE						
	Total WALSH'S ACE HARDWARE				225.27	.00	
	WEAVER AUTO PARTS						
	Total WEAVER AUTO PARTS				2.02	.00	

Total Paid: .
 Total Unpaid: 171,771.29
 Grand Total: 171,771.29

Portage Water Utility

Dated: _____

Surplus Property

Fire Department: Refrigerator (from squad 2) asset #100-15-00849
(2) Drager PAC3500 meters asset #100-15-02439 and #02440

COLUMBIA COUNTY HEALTH AND HUMAN SERVICES
COMMISSION ON AGING
2013 Memorandum of Understanding

() County Copy
() Provider Copy
MOU # 2013-00

MEMORANDUM OF UNDERSTANDING ("MOU") BETWEEN THE CITY OF PORTAGE, WISCONSIN ("City") AND THE ELDERLY NUTRITION PROGRAM OF COLUMBIA COUNTY ("Program") FOR JANUARY 1, 2013 THROUGH DECEMBER 31, 2013.

The following MOU shall govern the use of the facilities of the lower level of the Municipal Building of the City by the Program, to-wit:

1. The City agrees to permit the use of its building and facilities at the basement level for the conduct of a Nutrition Program for the elderly. These facilities will be made available for the serving of a noon meal Monday through Friday of each week from 10:00 a.m. to 2:00 p.m.
2. The Program agrees to clean the kitchen and adjoining facilities after each use, dispose of all garbage and place all trash incident to its program in securely tied plastic bags and remove them from the building site.
3. The Program does not wish to cause any unreasonable or unnecessary loss or financial burden to the City, and therefore agrees to compensate the City for City owned equipment lost, broken, or damaged due to the negligence of agents of the Program, exclusive of maintenance or repairs resulting from ordinary use.
4. This MOU begins January 1, 2013 and ends December 31, 2013. Either Party may terminate this MOU after forty-five (45) days written notice. Any change or alterations to said MOU must be in writing and approved by both Parties thereto.
5. The Program agrees to have a paid or volunteer Site Manager present during the serving of all meals.
6. The Program agrees to pay a consideration of \$200.00 per month, not to exceed \$2,400.00 annually.
7. This MOU binds each Party to secure and maintain policies of fire and extended coverage and liability insurance in amounts adequate to insure their interests in all properties located at the described location (please attach a copy of said policies).
8. This MOU states that any additional equipment installation or deviation from routine room use will be done only with explicit consent of City management.
9. The City agrees to give the Program 72 hours written notice when it wishes to use the building, excepting for the days of election and the first and third Wednesday, when no meals will be served.
10. To avoid conflict with city observance of holidays, the Program will observe and where necessary close the meal site on those days major holidays are observed by the City.
11. The Program will install and maintain for its sole use a phone to serve the Nutrition Program.

PARTIES TO THE MEMORANDUM OF UNDERSTANDING:

By: _____ Date _____
Provider's Authorized Representative
Title:

By: _____ Date _____
Dawn Woodard
Columbia County Health and Human Services Program Director

By: _____ Date _____
Board Chairperson

ASPEN Family Counseling

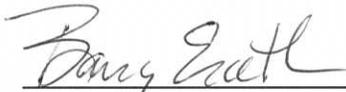


EMPLOYEE ASSISTANCE PROGRAM

The following is an agreement between City of Portage and Aspen Family Counseling for provision of an employee assistance program. It shall run for one year at the set rate of \$7.00 per employee for twelve months. City of Portage currently employs 89 people. The cost of the contract is \$623.00 for the twelve-month length. The contract will run January 1, 2013 through December 31, 2013.

Aspen Family Counseling will provide one to three sessions of confidential assessment for each referral, and will provide recommendations for the employee's after care plan. Utilization reports of company usage of the EAP will be provided quarterly. Brochures, payroll flyers, and break room posters of the EAP will be provided by Aspen Family Counseling. If the employer wishes to receive information directly about a specific referral, a signed release of confidential information from the employee will be provided to Aspen Family Counseling.

Additional services of consultation, and training and education presentations are available when requested, at an additional charge of \$100 hourly, \$400 for a half-day and \$750 for a full day.



Barry Erath



Date

Marie Moe, City Clerk

Date

Ken Jahn, City Mayor

Date

“Because Personal and Family Growth Stems From A Healthy Foundation”

**COMMERCIAL LEASE
FOR**

Tenant: Schaper Excavating & Petroleum, LLC **Rental Space:** Manufacturing Bay 1

Address: W14435 Adney Road **Dates of Lease:** 01/01/13 to 12/31/13
Portage, WI 53901

Contacts: Richard Schaper, Owner **Rent:** \$1,117 per Month

This Lease Agreement ("Lease"), made this **1st** day of **January, 2013** and in consideration of the mutual promises and covenants contained herein, **City of Portage**, 115 W. Pleasant St., Portage, WI 53901 ("Landlord") and **Schaper Excavating & Petroleum, LLC** ("Tenant") agree as follows:

- 1. PREMISES** Landlord agrees to lease to Tenant and Tenant agrees to lease from Landlord **Manufacturing Bay 1** of the Portage Enterprise Center located at 1800 Kutzke Rd., Portage, Wisconsin ("Premises"). Manufacturing Bay 1 consists of approximately **4,000 sq. ft. of Production area**. The Premises is shown on the attachment hereto, marked Exhibit A and made a part hereof.
- 2. TERM** This Lease shall be for a term commencing **January 1, 2013** ("Commencement Date") and ending **December 31, 2013** ("Expiration Date"). Upon lapse of the initial term, tenant shall have the option to renew this Lease with a term of one (1) additional year. In order to exercise said option, Tenant shall give written notice of its intent to renew the term not less than ninety (90) days before the Expiration Date. The rental rate for the extended term shall be renewed at a cost-of-living increase of 3% annually.
- 3. BASE RENT** Tenant agrees to pay without further demand to Landlord at its offices in Portage, WI, or at such other place as Landlord may from time to time in writing designate, Base Rent in the sum of **One Thousand One Hundred and Seventeen dollars (\$1,117.00)** per month, on the first day of each month during the term hereof. All rent payments received shall first be applied to past due rents.
- 4. UTILITIES AND MAINTENANCE FEES** Tenant shall be responsible for payment of electricity, heat, water and sewer charges and all other utilities serving the Premises. In the event such service is not separately billed directly to Tenant, Tenant shall pay its prorata share of such service within ten days of demand by Landlord. Tenant shall be responsible for its additional prorata share of any and all expenses incurred by Landlord for the following: janitorial services, lawn care, maintenance of grounds, snow removal, security, common area supply and maintenance. Prorata share of utilities and other expenses is calculated based on the ratio of square footage occupied by the Tenant to the total leasable square footage in the building. Tenant shall be responsible for solid waste removal. Landlord shall not be liable in damages or otherwise if the furnishing by Landlord or by any other supplier of any utility or other service to the Premises shall be interrupted or impaired by fire, accident, riot, strike, act of God, the making of improvements or repairs required by this Lease, or by any causes beyond Landlord's control. Landlord shall use its best efforts to minimize disruption of Tenant's operations in making required improvements or repairs.
- 5. LATE CHARGES** Any monthly installment of rent or other sums due landlord not paid within ten (10) days of its due date shall be subject to a late charge equal to 1½% or 18% annually, of the past due amount which shall be charged and compounded monthly on all sums outstanding for past due rent, late charges and any other past due amounts owed Landlord under the Lease. Such fee shall accrue and become payable on the eleventh (11th) day of each and every month such past due amount remains outstanding.

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

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

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

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

- 7. QUIET POSSESSION** Landlord represents and warrants that it has full right and authority to enter into this Lease. Landlord covenants that if and so long as Tenant pays the rent required by this Lease and performs and observes all of the covenants, conditions, rules and regulations hereof, Tenant shall peaceably and quietly enjoy the Premises for the Lease Term, subject, however, to the terms, covenants, and provisions of this Lease.
- 8. SURRENDER OF PREMISES** Tenant will, at the termination of this Lease by lapse of time or otherwise, yield up immediate possession of the Premises with all improvements located thereon (except as may otherwise be provided in this Lease) and surrender the Premises to Landlord in good condition and repair, reasonable wear and tear excepted, broom clean and all debris removed.
- 9. HOLDING OVER** In the event Tenant remains in possession of the Premises after the expiration of this Lease and without the execution of a new lease, it shall be deemed, at Landlord's option, to be occupying the Premises as a tenant from month to month, subject to all conditions, provisions and obligations of this Lease insofar the same can be applicable to a month-to-month tenancy; provided, however, that the Rent payable monthly shall equal **\$1,200.00 per month** at the discretion of the Landlord.
- 10. IMPROVEMENTS, ALTERATIONS AND SIGNS** Tenant shall not make alterations or improvements in, or erect exterior signage upon or to the Premises or Building without the prior written approval of the Landlord, which approval shall not be unreasonably withheld. Tenant shall be responsible to return the Premises to the original state at the request of the Landlord prior to Lease Expiration and vacating the Premises.

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

11. MAINTENANCE AND REPAIRS

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

12. INSURANCE

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

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

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

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

13. TAXES AND SPECIAL ASSESSMENTS

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

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

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

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

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

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

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

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

17. TENANT DEFAULT

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

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

B. In the Event of Such Default:

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

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

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

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

If to the Tenant:
Richard Schaper, Owner
Schaper Excavating & Petroleum, LLC
W11435 Adney Road
Portage, WI 53901
PH: 608-742-4686

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

20. CASUALTY

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

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

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

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

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

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

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

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

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

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

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

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

Dated: _____

Dated: _____

City of Portage
(Landlord)

Schaper Excavating & Petroleum, LLC
(Tenant)

By: Kenneth H. Jahn
Title: Mayor

By: **Richard Schaper**
Title: **Owner**

**COMMERCIAL LEASE
FOR**

Tenant: Ship-Rec Logistics, Inc.	Rental Space: 105
Address: 520 Winnebago Avenue Portage, WI 53901	Dates of Lease: 01/01/13 to 12/31/15
Contacts: Erin M. O'Rourke, CEO	Rent: \$225 per Month

This Lease Agreement ("Lease), made this **1st** day of **January, 2013** and in consideration of the mutual promises and covenants contained herein, **City of Portage**, 115 W. Pleasant St., Portage, WI 53901 ("Landlord") and **Ship-Rec Logistics, Inc.** ("Tenant") agree as follows:

- 1. PREMISES** Landlord agrees to lease to Tenant and Tenant agrees to lease from Landlord **Suite 105** of the Portage Enterprise Center located at 1800 Kutzke Rd., Portage, Wisconsin ("Premises"). Suite 105 consists of approximately **329 sq. ft. of Office/Common area**. The Premises is shown on the attachment hereto, marked Exhibit A and made a part hereof. In addition, Landlord shall grant Tenant a Right of First Refusal to lease Suite 106 for a period of one year from the date of this Lease.
- 2. TERM** This Lease shall be for a term commencing **January 1, 2013** ("Commencement Date") and ending **December 31, 2015** ("Expiration Date"). Upon lapse of the initial term, tenant shall have the option to renew this Lease with a term of one (1) additional year. In order to exercise said option, Tenant shall give written notice of its intent to renew the term not less than ninety (90) days before the Expiration Date. The rental rate for the extended term shall be renewed at a cost-of-living increase of 3% annually.
- 3. BASE RENT** Tenant agrees to pay without further demand to Landlord at its offices in Portage, WI, or at such other place as Landlord may from time to time in writing designate, Base Rent in the sum of **Two Hundred and Twenty-Five dollars (\$225.00)** per month, on the first day of each month during the term hereof. All rent payments received shall first be applied to past due rents
- 4. UTILITIES AND MAINTENANCE FEES** Tenant shall be responsible for payment of electricity, heat, water and sewer charges and all other utilities serving the Premises. In the event such service is not separately billed directly to Tenant, Tenant shall pay its prorata share of such service within ten days of demand by Landlord. Tenant shall be responsible for its additional prorata share of any and all expenses incurred by Landlord for the following: janitorial services, lawn care, maintenance of grounds, snow removal, security, common area supply and maintenance. Prorata share of utilities and other expenses is calculated based on the ratio of square footage occupied by the Tenant to the total leasable square footage in the building. Tenant shall be responsible for solid waste removal. Landlord shall not be liable in damages or otherwise if the furnishing by Landlord or by any other supplier of any utility or other service to the Premises shall be interrupted or impaired by fire, accident, riot, strike, act of God, the making of improvements or repairs required by this Lease, or by any causes beyond Landlord's control. Landlord shall use its best efforts to minimize disruption of Tenant's operations in making required improvements or repairs.
- 5. LATE CHARGES** Any monthly installment of rent or other sums due landlord not paid within ten (10) days of its due date shall be subject to a late charge equal to 1½% or 18% annually, of the past due amount which shall be charged and compounded monthly on all sums outstanding for past due rent, late charges and any other past due amounts owed Landlord under the Lease. Such fee shall accrue and become payable on the eleventh (11th) day of each and every month such past due amount remains outstanding.

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

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

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

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

- 7. QUIET POSSESSION** Landlord represents and warrants that it has full right and authority to enter into this Lease. Landlord covenants that if and so long as Tenant pays the rent required by this Lease and performs and observes all of the covenants, conditions, rules and regulations hereof, Tenant shall peaceably and quietly enjoy the Premises for the Lease Term, subject, however, to the terms, covenants, and provisions of this Lease.
- 8. SURRENDER OF PREMISES** Tenant will, at the termination of this Lease by lapse of time or otherwise, yield up immediate possession of the Premises with all improvements located thereon (except as may otherwise be provided in this Lease) and surrender the Premises to Landlord in good condition and repair, reasonable wear and tear excepted, broom clean and all debris removed.
- 9. HOLDING OVER** In the event Tenant remains in possession of the Premises after the expiration of this Lease and without the execution of a new lease, it shall be deemed, at Landlord's option, to be occupying the Premises as a tenant from month to month, subject to all conditions, provisions and obligations of this Lease insofar the same can be applicable to a month-to-month tenancy; provided, however, that the Rent payable monthly shall equal **\$300.00 per month** at the discretion of the Landlord.
- 10. IMPROVEMENTS, ALTERATIONS AND SIGNS** Tenant shall not make alterations or improvements in, or erect exterior signage upon or to the Premises or Building without the prior written approval of the Landlord, which approval shall not be unreasonably withheld. Tenant shall be responsible to return the Premises to the original state at the request of the Landlord prior to Lease Expiration and vacating the Premises.

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

11. MAINTENANCE AND REPAIRS

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

12. INSURANCE

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

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

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

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

13. TAXES AND SPECIAL ASSESSMENTS

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

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

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

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

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

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

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

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

B. In the Event of Such Default:

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

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

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

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

If to the Tenant:
Erin M. O'Rourke, CEO
Ship-Rec Logistics, Inc.
520 Winnebago Avenue
Portage, WI 53901
PH: 608-745-3388

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

20. CASUALTY

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

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

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

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

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

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

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

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

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

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

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

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

Dated: _____

Dated: _____

City of Portage
(Landlord)

Ship-Rec Logistics, Inc.
(Tenant)

By: Kenneth H. Jahn
Title: Mayor

By: **Erin M. O'Rourke**
Title: **CEO**

**City of Portage
Plan Commission Meeting
Monday, December 3, 2012, 5:00 p.m.
City Municipal Building, 115 West Pleasant Street
Conference Room Two**

Members present: Mayor Kenneth Jahn, Chairperson; Robert Redelings, City Engineer, Dan Daley and Brian Zirbes

Members excused: Michael Oszman, Vice Chairperson and Addie Tamboli

Peter Tofson arrived at 6:17 p.m.

Others present: Mike Slavney, Brandy Howe, Jim Grothman, Dave Gunderson, Craig Sauer and Bill Welsh

1. Roll call
2. Approval of minutes

Motion by Daley, second by Zirbes to approve the September 17, 2012 minutes. Motion passed 4 to 0 on call of the roll.

3. Discussion and possible action on Zoning Amendments

Staff had several comments and questions summarized in an email (attached). The commission reviewed the items in the email with the consultant. The consultant will make modifications as suggested by the commission and research items that required additional investigation. On pages 156 & 157, the reference to the 12 month period will be struck from sections 90-179(8) and 90-180(8).

Additionally, the consultant will clarify the zero lot line capability for duplexes and provide language for uniform yard setbacks in cull-de-sacs.

The city will solicit additional comments from the fire department and the consultant will present another draft of the proposed zoning ordinance amendments at a meeting in January.

4. Adjournment

Motion by Tofson, second by Redelings to adjourn. Motion passed 5 to 0 on call of the roll.

The meeting concluded at 7:50 p.m.

Respectfully submitted,

Robert G. Redelings, Public Works Director

City of Portage
Municipal Services and Utilities Committee Meeting
Thursday, December 6, 2012 5:00 p.m.
Municipal Building, 115 West Pleasant Street, Conference Room One
Minutes

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

Others Present: Director Bob Redelings, Tim Raimer, Park and Rec, Scott Maass, Public Works, Gil Meisgeier, Kory Anderson, GEC, Dick Boockmeier, Craig Sauer, PDR. Bill Tierney

1. **Roll Call** All present
2. **Approval of meeting minutes from November 20, 2012 meeting**
Motion by Oszman second by Klapper to approve minutes. Passed on 5-0 call of roll
3. **Discussion and possible action on in-kind services (mowing) for the Surgeon's Quarters**
Councilperson Hamre said two local lawn mowing services had said they would contact Nancy Lesh regarding donating their services but neither has followed through. Park and Rec offered to do the mowing. Councilman Oszman asked Tim to come back next month with specific cost information and we will discuss again.
4. **Discussion and possible action on narrow band radios** Dir Redelings informed the committee there is a \$10,000/day fine if the radios are not converted by Jan 1st. Motion by Oszman second by Klapper to recommend Finance Committee find the money in each affected department to buy new radios and Bob Redelings will check if the county has any available and what the cost will be to convert the handhelds we have. Motion passed on a 5-0 call of roll.
5. **Discussion and possible action on additional parking for the library expansion**
The Library is doing a needs analysis but Dir Redelings wants to start looking at the options now. Mr. Boockmeier, who is a neighbor to the library, feels there should be additional parking whether required or not and appreciates the city looking into the matter. Some options were discussed. No action taken at this time.
6. **Discussion and possible action on retention wall on E. Haertel St.** The least expensive option is to have a slope instead of fixing or rebuilding retaining wall. Spartech may lose a couple of parking spots if this is done. Dir Redelings is working with Spartech and will let the committee know next month what our options are.
7. **Discussion and possible action on lighting on E. Haertel St.** Alliant has now started a pilot program using LED lighting so they may now be an option again for Haertel St. Portage has been chosen to participate in the pilot program. Alliant wants to change the lights from the Wis River Bridge to Weavers. Dir Redelings will see if Haertel may be part of the pilot program.
8. **Discussion and possible action on Hamilton St. drainage easement.** The property owners are still not responding to letters regarding the easement so City Attorney will

need to start Eminent Domain process which takes 60 days. There was also discussion on changes from the DNR which may cause delays and added costs to the project.

- 9. Discussion and possible action on storm water management at New Pinery Rd. and E. Collins St.** Trees were removed and utilities located. Also, cut sheet was prepared for grading. They should be breaking ground soon. Affected property owners will be notified when this happens
- 10. Discussion and possible action on recycling.** There is no money in the budget to buy carts. To try to reduce the amount of recyclable materials in the garbage Councilman Klapper made a sample stencil that may be used to paint a notice on the garbage carts stating persons are subject to fine for placing recyclables in the garbage carts. Dir Tim Raimer is going to look at cost of stencil or stickers and see if there is a community group interested in doing the work as a volunteer project.
- 11. Discussion and possible action on in-kind services forms.** Suggestions were made to improve the form. Changes will be made and brought back next month for approval. Supt. Maass asked that a roster of events be made so his department can plan and are ready to do the requested work.
- 12. Discussion and possible action on signalization at Wauona Trl. and E. Wisconsin St.** The Columbia County Safety Committee supports the installation of the lights. The project is moving forward. Director Redelings will ask Attorney Spankowsky's opinion of liability.
- 13. Discussion and possible action on alley prioritizing and financing.** A priority list and a plan to get the work finished needs to be in place in order to look into financing the project. Councilman Miller expressed his desire to get this much needed project moving now while materials and financing are inexpensive. Dir Redelings and Supt. Maass were asked to have a plan prepared for next month's meeting.
- 14. Discussion and possible action on traffic signal maintenance program.** We have a quote from a few years ago to do the inspections, approximately \$6000 but the work has never been done. Motion by Oszman second by Miller to forward to the finance committee to find the money to get the inspections completed in 2013. Motion passed 5-0 on a call of roll
- 15. Discussion and possible action on Portage landfill abandonment.** Due to personnel changes here and at the DNR the landfill abandonment documentation has never been completed. Dir Redelings is working on getting all the necessary information together to send to the DNR.
- 16. Discussion and possible action on Morgan St. infrastructure improvements.** Action needs to be taken because one of the parties interested in purchasing the property would like to break ground May 1st, 2013. Motion by Oszman second by Miller to amend the GEC contract for 2013 street reconstruction projects to add the Morgan Street project for an amount not to exceed \$2000
- 17. Park & Recreation Director's report.** The car storage at the fairgrounds for the winter should bring in \$15,000 in revenue. Registration for winter programs has begun. Dir Raimer is working on getting fund raising for the skate park going. The Saturday flea markets may not happen next year if more volunteers are not found. Dir Raimer is looking for a group to help out. There was also discussion on the high cost of the shelter

for the splash pad. Dir Raimer indicated the cost would be coming down after changes in materials being used is finished

18. Public Works Director's Report. Director Redelings presented a spreadsheet of the status of 2012 Capital Projects. The spreadsheet will be updated for next month's meeting. Completed projects will be deleted and 2013 Capital Projects will be added.

19. Adjournment Motion by Oszman second by Klapper. Passed 5-0 on call of roll

Carolyn Hamre, Secretary

Bob Redelings

From: Bob Redelings
Sent: Monday, December 03, 2012 3:26 PM
To: 'Mike Slavney'
Cc: Shawn M. Murphy; 'Addie Tamboli'; Brian Zirbes (zirbes.brian@gmail.com); 'James Daley'; 'Ken Jahn'; 'Mike Oszman'; 'Pete Tofson'
Subject: RE: Plan Commission mtg.

Mike,

The meeting will start at 5 p.m., but we know that a couple members won't show until 6 p.m. We'd like them to have the benefit of your input. This morning we reviewed the existing and proposed ordinance amendments. I offer the following comments, suggestions and questions:

- Page 62; 90-62(8)(b) Only certain antenna require permits and delete reference to department of public works.
- Page 74; 90-62(1)(b) Why limit the accessory buildings to 900 sq. ft.?
- Page 79; 90-63(5)(a) Delete
- Page 79; 90-63(6)(c) Why limit area to 10%?
- Page 84; 90-64(6)(g) Do we really care about cart return placement?
- Page 91; 90-72(3) Delete "or paved area"
- Page 97; 90-92 Downtown Business District?
- Page 97; 90-93 We don't have an Official Overlay Zoning Map and the M-W Overlay District Map needs to be changed.
- Page 97; 90-94 Need to incorporate the recently adopted Floodplain Zoning Ordinance (Article IX) There is no longer a Floodplain II District
- Page 97; 90-95 Incorporate the Shoreland-Wetland Zoning Regulations
- Page 111; 90-111 Delete
- Page 112; 90-112 Single family residences are not a concern. Who would enforce – currently s.f.r. aren't reviewed by Plan Commission
- Page 113; 90-115(3)(b) Need to waive parking only for existing buildings
- Page 113; 90-115(5)(c) Delete – not consistent w/ other ordinance sections. Need to modify other sections to allow more than one driveway
- Page 114; 90-115(7)(a) Add "unless approved by Plan Commission"
- Page 114; 90-115(8)(b) Still must be dust free and in "M" districts only
- Pages 114 & 115; 90-115(11) Remove from ordinance and use as a Guideline
- Page 119; 90-120(5)(a) Delete "except that...delivery"
- Pages 130 – 148; Remove from the ordinance and use as a Guideline. Ref. state statutes for prohibited trees

Misc. items:

- For site plan review, the city currently uses a developer's checklist. We should have an up to date checklist or "environmental checklist"
- The adopted zoning map has had 2 parcels changed since it's adoption – should we update it?
- We may have unintentionally lost the ability for industrially zoned buildings to have up to 25% retail.
- The City is currently considering allowing chickens in residential areas – any suggested language?

Looking forward to discussing these items tonight. Thanks.

Bob

**City of Portage
Human Resources Committee Meeting
Monday, December 10, 2012, 5:00 p.m.
Municipal Building, Conference Room One**

Members Present: Kenneth H. Jahn, Chairperson, Rick Dodd (arrived at 5:02 p.m.), Kenneth Ebnetter, Jeff Garetson, Doug Klapper, Michael G. Oszman

Also present: City Clerk Moe, Interim City Administrator Murphy, Director of Public Works/Utilities Manager Redelings, Interim City Treasurer Mohr

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 p.m. by Mayor Jahn.

2. Approval of minutes from previous meeting

Motion by Oszman, second by Klapper to approve the minutes of the November 20, 2012 meeting. Motion carried unanimously on call of roll.

3. Discussion and possible action on 2013 non-represented employee compensation adjustment

Interim City Administrator Murphy distributed a wage schedule, along with the breakdown of each non-represented grade and step in the schedule. The last increase for this group of employees was December 1, 2010. The wage schedule shows a 2.4% increase, which was included in the 2013 budget. There was discussion on whether the Water Superintendent and Wastewater Superintendent should receive the adjustment as they have already received merit adjustments. Motion by Oszman, second by Klapper to recommend to the council approval of the wage schedule as presented. Motion carried 5 to 1 on call of roll with Dodd voting no.

Motion by Oszman, second by Klapper to recommend to the council approval of the grade and step schedule with the following corrections: Office Assistant in Parks, grade 5, step I; Fire Secretary, grade 5, step I; steps were removed for the vacant positions. Motion carried 5 to 1 on call of roll with Dodd voting no.

4. Discussion and possible action on selection process for posted vacancies

The Deputy Clerk/Administrative Secretary, Receptionist and Finance Director positions were posted externally. 5 applications were received

for the Finance Director; 17 for the Deputy Clerk and 26 for the Receptionist. Interim City Administrator Murphy outlined the interview process and panel.

5. Discussion and possible action on vacation carry-over request for City Clerk

Due to the number of elections and staff shortages, City Clerk Moe was unable to use her vacation. Motion by Dodd, second by Oszman to recommend to the council approval of carry-over of 88.75 hours, 64 hours to be used in the first quarter of 2013 and the remaining 24.75 hours to be used by the end of the second quarter of 2013. Motion carried unanimously on call of roll.

6. Closed session

Motion by Oszman, second by Klapper to go into closed session pursuant to Wisconsin State Statutes 19.85(1)(e) to consider proposed extension to Teamsters Local No. 695 labor agreement expiring 12/31/12; and pursuant to Wisconsin State Statutes 19.85(1)(c) to discuss the qualifications of the selected candidate for the Public Works Superintendent position. Motion carried unanimously on call of roll at 5:36 p.m.

7. 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 6:01 p.m.

8. Discussion and possible action on extension to Teamsters Local No. 695 labor agreement

Motion by Oszman, second by Klapper to recommend approval of the extension to Teamsters Local No. 695 labor agreement. Motion carried unanimously on call of roll.

9. Discussion of timeline for recruitment of City Administration

Public Administration Associates will be beginning the recruitment this month with a recommendation brought forward by the end of January.

10. Adjournment

Motion by Oszman, second by Ebnetter to adjourn. Motion carried unanimously on call of roll at 6:04 p.m.

Marie A. Moe, WCPC, MMC
City Clerk

City of Portage Wage Schedule January, 2013

1.024

Grade hire	A	B	C	D	E	F	G	H	I	
1	\$ 18,717.14	\$ 19,465.83	\$ 20,244.46	\$ 21,054.24	\$ 21,896.41	\$ 22,772.27	\$ 23,683.16	\$ 24,630.48	\$ 25,615.70	\$ 26,640.33
2	\$ 22,038.47	\$ 22,920.01	\$ 23,836.81	\$ 24,790.28	\$ 25,781.89	\$ 26,813.17	\$ 27,885.69	\$ 29,001.12	\$ 30,161.17	\$ 31,367.61
3	\$ 25,360.56	\$ 26,374.99	\$ 27,429.98	\$ 28,527.18	\$ 29,668.27	\$ 30,855.00	\$ 32,089.20	\$ 33,372.77	\$ 34,707.68	\$ 36,095.99
4	\$ 28,683.42	\$ 29,830.76	\$ 31,023.99	\$ 32,264.95	\$ 33,555.55	\$ 34,897.77	\$ 36,293.68	\$ 37,745.43	\$ 39,255.24	\$ 40,825.45
5	\$ 32,005.52	\$ 33,285.74	\$ 34,617.17	\$ 36,001.85	\$ 37,441.93	\$ 38,939.60	\$ 40,497.19	\$ 42,117.08	\$ 43,801.76	\$ 45,553.83
6	\$ 35,326.84	\$ 36,739.92	\$ 38,209.51	\$ 39,737.89	\$ 41,327.41	\$ 42,980.51	\$ 44,699.73	\$ 46,487.72	\$ 48,347.22	\$ 50,281.11
7	\$ 38,648.94	\$ 40,194.89	\$ 41,802.69	\$ 43,474.80	\$ 45,213.79	\$ 47,022.34	\$ 48,903.23	\$ 50,859.36	\$ 52,893.74	\$ 55,009.49
8	\$ 41,971.03	\$ 43,649.87	\$ 45,395.87	\$ 47,211.70	\$ 49,100.17	\$ 51,064.18	\$ 53,106.74	\$ 55,231.01	\$ 57,440.25	\$ 59,737.86
9	\$ 45,293.12	\$ 47,104.85	\$ 48,989.04	\$ 50,948.60	\$ 52,986.55	\$ 55,106.01	\$ 57,310.25	\$ 59,602.66	\$ 61,986.77	\$ 64,466.24
10	\$ 48,614.45	\$ 50,559.03	\$ 52,581.39	\$ 54,684.65	\$ 56,872.03	\$ 59,146.91	\$ 61,512.79	\$ 63,973.30	\$ 66,532.23	\$ 69,193.52
11	\$ 51,936.54	\$ 54,014.01	\$ 56,174.57	\$ 58,421.55	\$ 60,758.41	\$ 63,188.75	\$ 65,716.30	\$ 68,344.95	\$ 71,078.75	\$ 73,921.90
12	\$ 55,258.64	\$ 57,468.98	\$ 59,767.74	\$ 62,158.45	\$ 64,644.79	\$ 67,230.58	\$ 69,919.81	\$ 72,716.60	\$ 75,625.26	\$ 78,650.27
13	\$ 58,580.73	\$ 60,923.96	\$ 63,360.92	\$ 65,895.36	\$ 68,531.17	\$ 71,272.42	\$ 74,123.31	\$ 77,088.25	\$ 80,171.78	\$ 83,378.65
14	\$ 61,902.82	\$ 64,378.94	\$ 66,954.10	\$ 69,632.26	\$ 72,417.55	\$ 75,314.25	\$ 78,326.82	\$ 81,459.89	\$ 84,718.29	\$ 88,107.02
15	\$ 65,617.29	\$ 68,241.98	\$ 70,971.66	\$ 73,810.52	\$ 76,762.94	\$ 79,833.46	\$ 83,026.80	\$ 86,347.87	\$ 89,801.79	\$ 93,393.86

Dept	Employee	Grade	Step as of 1/1/2013
Administration			
Deputy Clerk	Vacant	5	
City Clerk	Moe, M	10	H
City Treasurer	Interim	10	
Court Clerk	Wilcox, D	5	G
Reception	Vacant	2	
City Administrator	Interim	15	
Fire			
Fire Chief	Simonson, C	13	F
Secretary	Essex, C	4	I
Parks			
Mngr Pks	Raimer, T	10	I
Office Asst	Hawkinson, L	4	I
Police			
Asst Chief	O'Neill, K	11	G
Detective Lt	Hahn, M	10	H
Police Chief	Manthey, K	13	I
Police Lt	Kiefer, P*	9	F
Secretary - Conf	Banks, J (Retire)	4	C
Secretary - Conf	Mecum, J	4	D
CSO	Todryk, K	5	E
CSO	Jerome, J	5	E
Public Works			
PW Super	Maass (Retire)	10	F
PW Director	Redelings, B	13	I
Sect/Dep Treas	R. Ness	4	C
Sewer			
Superintendent	Dave Hornischer	10	D
Water Utility			
Acctg Tech	Severson, C*	<u>4</u>	<u>OS</u>
Clerk/Cashier	Goodman, S**	<u>2</u>	<u>OS</u>
Superintendent	Bortz, K	10	D

* ADJ FROM GRID SCALE

** PART TIME 75%

12/10/2012

	hours
Vacation	112.75
carry	-24
Balance 12/31/12	88.75
01/23/2013	-8
03/07/2013	-8
03/08/2013	-8
03/11/2013	-8
03/12/2013	-8
03/13/2013	-8
03/14/2013	-8
03/15/2013	-8
Balance 12/31/12	24.75

hours

Admin.	32
12/21/2012	-8
12/28/2012	-8
12/14/2012	-8
12/20/2012	-8
Balance	0

PROPOSAL FOR A SUCCESSOR AGREEMENT

FROM

CITY OF PORTAGE (Public Works/Parks & Recreation)

TO

TEAMSTERS UNION LOCAL NO. 695

November 27, 2012

Any successor agreement shall be subject to an in compliance with the provisions of 2011 Wisconsin Acts 10 and 32 that are or remain in effect.

ARTICLE 6. COMPENSATION

Section 1. Wages. City proposes 2.4% increase effect first payroll period of 2013.

Section 6. Public Works Foreman. City proposes the creation of a working foreman position in which employee(s) that are promoted will receive \$1.00 per hour in addition to their base wage rate for all hours worked. Foreman job duties shall include assignment of personnel to tasks, supervision of said employees in the performance of tasks as directed by the Superintendent of Public Works; completion of reports or logs as directed by the Superintendent of Public Works.

ARTICLE 8. HOURS OF EMPLOYMENT

Section 10. Paid, On-Call Firefighter. City proposed the creation of a provision allowing a Public Works or Parks & Recreation employee to become a paid, on-call firefighter with the City of Portage Fire Department. Said employee who becomes a certified firefighter with the Portage Fire Department may, upon approval of the Public Works Superintendent, respond during normal working hours to a second (or subsequent) page from Columbia County Dispatch or Portage Fire Chief without loss of base wage rate for the duration of the event, not to exceed the remainder of his/her shift. Restrictions will be imposed as to the total number of employees who may respond to pages and the total number of pages responded to within a pay period. Response to fire pages will not count toward overtime, compensatory time or affect the accumulation of employee leave balances.

Duration: City proposes a 1-year Agreement.

The City reserves the right to add to, modify, delete or change this proposal.

Memorandum of Understanding

Between the

City of Portage

and the

Teamsters Union Local No. 695

This Memorandum of Understanding between the City of Portage ("City") and the Teamsters Union Local No. 695 ("Union") which are parties to a collective bargaining agreement expiring December 31, 2012 ("Agreement"). This Memorandum of Understanding represents a formal understanding which is in addition to the Agreement and any successor collective bargaining agreements by which the Public Works Superintendent ("PWS") shall be permitted to operate vehicles and equipment in the performance of his/her responsibilities and duties as a supervisory employee for the City.

The PWS (if he/she possesses a current commercial driver's license) shall have the ability to operate any and all City owned or leased vehicles and equipment on an incidental, non-regular basis as necessary to insure the safety of citizens and fellow employees, the efficient, cost-effective operation of services or programs provided by the City or when unplanned, time-sensitive constraints require such operation. Such ability to operate vehicles and equipment shall not be utilized for the sole purpose of reducing or eliminating payment of overtime compensation to City employees of the Agreement or as a substitute to the need to cross-train City employees in the safe operation of said equipment or vehicles.

It is understood that such ability to operate vehicles and equipment is not a regular, scheduled component of the PWS's duties but shall be exercised on an occasional basis where City employees are not available or when the duration of operation is limited until such time as a City employee becomes available or the operation duration will be less than 2 hours.

Unless specifically modified in this agreement, all other provisions of the Agreement or any successor collective bargaining agreements will continue to apply.

EXECUTED this, _____ day of December, 2012.

FOR THE CITY:

FOR THE UNION:

Kenneth Jahn, Mayor

Larry Wedan, Business Agent

**THE CITY OF PORTAGE,
COUNTY OF COLUMBIA, WISCONSIN**

RESOLUTION No. 12-059

Resolution Declaring the Project “City of Portage, East Haertel Street, New Pinery Road to East Albert Street, Local Street, Columbia County” Meets the Conditions for an “Absence of Need” Exception Under Wisconsin Administrative Code Trans 75.

WHEREAS the north side of East Haertel Street travels through an outlying district where any buildings within any 1,000 feet along the roadway in use for business, industrial, or residential purposes fronting thereon average more than 200 feet and there is no significant development, based on the City of Portage Land Use Plan within the next 10 years: and

WHEREAS the City supports the inclusion of 4-foot bike lanes (in each direction) and a 5-foot terrace and 5-foot sidewalk along the north side of East Haertel Street; and

WHEREAS it is the preference of the City to not construct a sidewalk along the south side of the project corridor.

NOW, THEREFORE BE IT RESOLVED BY THE CITY OF PORTAGE, COLUMBIA COUNTY WISCONSIN that the project “City of Portage, East Haertel Street, New Pinery Road to East Albert Street, Local Street, Columbia County” meets the conditions for an “Absence of Need” Exception under Wisconsin Administrative Code Trans 75. The City of Portage therefore requests exception to Wisconsin Administrative Code Trans 75.

Adopted this ____ day of _____, 2012.

ATTEST:

APPROVED:

Marie A. Moe
Clerk

Kenneth H. Jahn
Mayor

REPORT REGARDING THE CARE AND MAINTENANCE OF SOLDIERS' GRAVES

To the County Clerk of Columbia County, Wisconsin:

We, the undersigned City Council of the **City of Portage** in said County, pursuant to Section 45.85 of the Wisconsin Statutes, do hereby report that the bodies of the following honorably discharged soldiers, sailors or marines, or the wives or widows of such, are buried in St. Mary's Cemetery in the City of Portage, Columbia County, Wisconsin.

We further report that the veterans' or veteran widows' graves have received proper and decent care under our direction and that no other provision for suitable care has been provided. WE ALSO FURTHER REPORT THAT NONE OF THESE GRAVES ARE COVERED BY PERPETUAL CARE.

LIST OF NAMES

Ableman, Alva Robert	Coridon, Thomas M.	Ehr, Nicholas
Abraham, Henry Charles	Coughlin, David J.	Ernsperger, Samuel B.
Abraham, Martin A.	Coyne, Michael	Esser, Paul H.
Amend, Bernard J.	Cramer, Arnold	Eulberg, Fred W.
Amend, George W.	Crawford, Thomas E.	Eulberg, Julius L.
Amend, Norbert W.	Crowe, Charles R.	Eulberg, Julius P.
Anderson, Clyde Joseph	Cushing, Phillip	Fahey, Joseph H.
Anderson, Jean Mae	Cushing, Thomas W.	Fahey, Joseph P.
Arn, William J.	Dailey, Maurice A.	Field, Richard S.
Ashley, Robert G.	Daley, James M.	Finn, Francis N.
Baker, James P.	Daley, John	Finnegan, Michel
Baker, John F.	Deere, Raymond B.	Fontaine, Walter J.
Baxter, Robert L.	Delaronde, Louis	Ford, John
Beckerjeck, Frank L.	Delaronde, Nelson	Furman, John W.
Beirne, Ronald Henry	Deloughery, Eleanor M.	Gaffney, Joseph R.
Bentley, John E. Dr.	Deloughery, Francis X.	Gavinski, Conrad M.
Berger, Leroy	Dempsey, Gregory W.	Gavinski, Walter
Berst, Robert Thomas	Dempsey, James	Gloeckler, Bernard M.
Bescup, Robert E.	Denzien, Francis E.	Grace, John
Bescup, William D.	Derey, Cecil F.	Grace, Joseph
Betts, Frank A.	Devine, George L.	Grace, William
Britt, Bernard	Devine, Leo A.	Grady, Michael
Brodie, Russell W.	Dittberner, Merlin J.	Greier, Robert
Brown, Keith Thomas	Dolan, James	Groener, Arnold G.
Brown, Robert Lee	Drury, Charles	Gundlach, Paul
Breunig, Melvin	Drury, Michael J.	Hall, James W. Jr.
Buckley, Cornelius J.	Drury, Robert Charles	Hamele, Albert J.
Buckley, John S.	Duffy, Glen F.	Hamele, Glendon J.
Carrington, George Dewey Sr.	Durick, John J.	Hamele, Howard
Carroll, John F.	Dushek, Edward F.	Harding, Frank M Sr.
Cera, Raymond W.	Eastman, William A.	Harkins, John P.
Cleary, Thomas W.	Eastman, William H.	Hartl, Conrad M. Jr.
Collins, Francis W.	Egan, Raymond W.	Hayes, Philip
Collins, Harold William	Ehr, Benedict R.	Hayes, Williard J.
Corbett, Francis T.	Ehr, Hilarius	Heberlein, John P.

Heinan, Robert Alyn
Hermann, John W.
Hennessy, Arthur H.
Henney, Thomas E.
Hibner, Glenn R.
Hibner, Lowell John
Hollender, Robert A.
Horton, Harry W.
Hubbard, Paul L.
Hudson, Charles
Hudson, Henry J.
Hunter, James J.
Jacobs, Charles H.
James, Henry Harrison
Janis, Leonard R.
Jankowski, Edward J.
Jedlinski, Eugene S.
Johnson, Alvin R.
Johnston, William J.
Julian, William Francis
Kamrath, Eugene M.
Kayartz, John H.
Kearns, Blaine T.
Kelm, William O.
Kiefer, Frank J.
Kieffer, Henry L.
Kiggens, Martin J.
Kiggens, Nicholas J.
Kiggens, Patrick Thomas
Klann, Victor A.
Klenert, Raymond O.
Klenert, Sidney F.
Klosterhuber, Raymond C.
Koch, Henry G.
Koebler, Andrew
Koebler, Franklin Andrew
Kremka, Anthony G.
Kronenberg, John William
Lavigne, Edward J.
Leary, Charles Francis
Lennon, Elmer P.
Lennon, Glen E.
Leonard, James
Lindsay, Dan
Lindsay, John
Lindsay, John G.
Lindsay, Robert J.
Ludwig, Raymond W.
Lyons, Elmer W.
Lyons, James
MacDonald, Katherine
Maloney, Genevieve

Mark John J.

Mashack, Woodrow Bernard
McCartan, John C.
McCarthy, John R.
McCormack, Paul
McCormig, Philip
McDermott, Cyril C.
McDermott, Francis E.
McDowell, James E.
McLaughlin, Charles D.
McLaughlin, George William
McMahon, Charles B.
McMahon, Delbert J.
McMahon, George W.
McMahon, Harry
McMahon, Howard
McMahon, James
McMahon, John
McMahon, John J.
McMahon, Maurice Thomas
McMahon, Ray J.
McMahon, William M.
McMahon, William N.
McMillen, Horace A.
McMurray, Ralph
McQueeney, Lawrence E.
McSorley, John
McSorley, John E.
Mikolajewski, Henry Thaddeus
Miller, John Joseph
Miller, Walter F. Sr.
Monthey, Robert A.
Monthey, Robert J.
Moran, Clifford J.
Mulcahy, Daniel
Mulcahy, Richard W.
Mulhern, John
Mullaley, Michael J.
Mullen, J. Owen
Mullen, John Owen
Mulryan, William H.
Murphy, Arthur M.
Murphy, Edward J.
Murphy, Francis P.
Murphy, Frank
Murphy, John E.
Murray, John
Nennig, Peter C.
Newton, George P.
Nugent, Catherine M.
O'Connor, Daniel
O'Halloran, Robert T.
O'Keefe, Charles D.

O'Keefe, Edward D.

O'Keefe, John F.
O'Keefe, John J.
Page, Robert Dean
Parkovich, Anthony John
Peters, Charles F.
Prieve, Harold W.
Prosch, John R.
Quinn, John V.
Rampanelli, Arthur Amelio
Reynolds, Edward R. Sr.
Riley, Joseph Patrick
Robinson, James J.
Roecker, John
Rubin, Carleton J.
Rubin, William
Russell, Wayne Gordon
Ryan, James
Ryan, Walter F.
Sarbacker, James Phillip
Sauer, George J.
Saunders, John J.
Schulze, John P.
Schwartz, Hilliard C.
Seeley, George
Selbach, Kenneth J.
Sereg, Paul Matthew
Shaw, Bernard M.
Sitko, Edward P.
Smith, James H.
Smith, Martin J.
Snyder, James F.
Splaine, James D.
Spletstoesser, Otto E.
Stanek, Robert Thomas
Statz, Henry Joseph
Staudenmayer, John A.
Staudenmayer, William John
Sturtevant, Douglas
Sullivan, James Harold
Sweeney, Francis J.
Tearney, Edward
Tierney, Edward F.
Toal, Wilfred F.
Turinski, Chester A.
Versen, John
Vessey, Genevieve
Volkert, Egbert William
Wagner, John
Wagner, Peter
Walker, Lawrence S.
Walsh, James F.

Warren Carl A.
Wester, Francis J.

Welsh, Daniel Louis
Welsh, Harlan J.
Welsh, Patrick J.
Welsh, Raymond D.
Wendlick, Henry J.
Wendorf, Gerald Keith

Wenker, Gilbert A.
Widrig, Robert J.
Wiedholz, George Julius
Wilz, Rufus Henry
Winklepleck, Michael Leo
Winn, Bernard M.

Woelfein, John Victor
Wright, Orville C.
York, Warren George
Zamzow, Clarence W.

Amount due and payable to: St. Mary's Cemetery
Veronica Kamrath
P.O. Box 835, Portage, WI 53901
(Name and Address of Cemetery Association Treasurer)

at the rate of \$5.00 per year, for the year 2012 is \$ 1400.00.
(or prorated amount if it is not within the budgeted amount)

Town or Village Board or City Council

CC: Father James Murphy
T:\VeteransGraves\StMarys