

**City of Portage Common Council Meeting
Council Chambers of City Municipal Building
115 West Pleasant Street, Portage, WI
Public Hearings – 7:00 p.m.
Regular Meeting – 7:00 p.m. (Immediately Following Public Hearings)
November 26, 2013
Agenda**

Public Hearings – 7:00 p.m.

Consider the discontinuance of the alley located north of Center Street in lots 4, 5, 6, 7, 8, 9 of block 76 Webb & Bronsons Plat of the Town of Fort Winnebago, City of Portage, Columbia County, Wisconsin

Proposed 2014 Budget

Regular Meeting – 7:00 p.m.

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Approval of Agenda
5. Minutes of Previous Meeting
6. Consent Agenda
 - A. Reports of Sub-Committees, Boards, and Commissions
 1. Library Board, November 12, 2013
 2. Business Improvement District Board of Directors, November 13, 2013
 3. Police and Fire Commission, November 13, 2013
 - B. License Applications
 1. Operator
7. Committee Reports
 - A. Community Development Block Grant and Finance/Administration Committee, November 11, 2013
 1. Consideration of Approval of Grant Fund Loans #15, #20, #22
 2. Consideration of Insurance Claim from Dustin Cooper
 3. Consideration of Insurance Claim from Joseph Pochecho
 4. Consideration of Approval of Agreement with State for Hazardous Materials Response Services

5. Consideration of Approval of Agreement with Bank of Wisconsin Dells for Property Tax Collection
- B. Plan Commission, November 18, 2013
 - C. Human Resources Committee, November 19, 2013
 1. Consideration of WPPA 2014 – 2015 Contract
 2. Consideration of Bonus for Leslie Hawkinson
 3. Appointment of Director of Business Development and Planning
 - D. Legislative and Regulatory Committee, November 21, 2013
 1. Consider approval of change of agent (Class B Combination License) for Knights of Columbus Dr. C.W. Henney Council #1637, 918 Silver Lake Drive, Darrell Parker, agent
8. Old Business
 - A. Ordinances
 1. Ordinance No. 13-019 relative to Joint Municipal Court
 - B. Consider approval of Agreement Between the City of Portage and the Village of Endeavor for the Operation of the Joint Municipal Court
 - C. Consideration of water/sewer bill adjustment for Thomas Beaver
 - D. Consideration of water/sewer bill adjustment for Quemal Alimi
 9. New Business
 - A. Resolutions
 1. Resolution No. 13-034 relative to Adopting 2014 Budget and Tax Levy
 2. Resolution No. 13-035 relative to Fee Schedule
 3. Resolution No. 13-036 relative to Discontinuance of Public Alley Located North of Center Street in the City of Portage, Columbia County, Wisconsin
 4. Resolution No. 13-037 relative to Adjustment for Previous Year's Unused Levy in Accordance with Sec. 66.0602(3)(f)2, Wis. Stats.
 - B. Consideration of Approval of Intergovernmental Cooperation Agreement for Swimming Pool with Portage Community School District

- C. Resignation from Historic Preservation Commission – Kyle Dumbleton
 - D. Mayor's Comments
 - 1. Elections
 - 2. Holiday Train
 - 3. Holiday Parade
 - 4. December council meetings
 - E. City Administrator's Report
 - 1. Update on auction
 - 2. Update on sidewalk project
 - F. Closed Session

The Common Council will go into closed session pursuant to Wisconsin State Statutes 19.85(1)(e) to discuss the potential sale of city owned properties.
10. Adjournment

Common Council Proceedings
City of Portage

Regular Meeting
Council Chambers
City Municipal Building

November 14, 2013
7:00 p.m.

1. Call to Order

Mayor Tierney called the meeting to order at 7:00 p.m.

2. Roll Call

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

Excused: Ald. Ebnetter

Also Present: Mayor Tierney, City Clerk Moe, City Administrator Murphy, Police Chief Manthey

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

3. Pledge of Allegiance

The Pledge of Allegiance was said.

4. Approval of Agenda

As there was no objection from the Council, Resolution No. 13-033 relative to Final Resolution Relative to Discontinuance of that Portion of Brady Street Lying North of Townsend Street and South of East Mullett Street in the City of Portage, Columbia County, Wisconsin, Pursuant to Wis. Stat. §66.1003 was moved on the agenda to follow the minutes from the previous meeting.

5. Minutes of Previous Meeting

Motion by Klapper, second by Oszman, to approve the minutes of the October 24, 2013 Common Council meeting. Motion carried 7 to 1 on call of roll with Maass voting abstaining.

6. Resolution No. 13-033 relative to Final Resolution Relative to Discontinuance of that Portion of Brady Street Lying North of Townsend Street and South of East Mullett Street in the City of Portage, Columbia County, Wisconsin, Pursuant to Wis. Stat. §66.1003

Resolution No. 13-033 relative to Final Resolution Relative to Discontinuance of that Portion of Brady Street Lying North of Townsend Street and South of East Mullett Street in the City of Portage, Columbia

County, Wisconsin, Pursuant to Wis. Stat. §66.1003 was read and adopted unanimously on motion by Oszman, second by Maass and call of roll.

7. Consent Agenda

Reports of Sub-Committees, Boards, and Commissions

Library Board meeting of October 8, 2013

Emergency Planning Committee, November 1, 2013

Board of Zoning Appeals, November 4, 2013

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

License Applications

Operator license applications for period ending June 30, 2014 for Tracy L. Beneventi; Bethany J. Czerkas; Laura Stekelberg; James D. Stewart; Patricia A. Vanhouten; Ronald E. Woodard.

Taxi Cab Operator applications for period ending June 30, 2014 Shelly J. Greene.

Motion by Dodd, second by Oszman to approve the license applications as presented. Motion carried unanimously on call of roll.

8. Committee Reports

Plan Commission, October 21, 2013

Finance/Administration Committee, October 21, 2013 and October 28, 2013

Motion by Dodd, second by Miller to award the contract for the Employee Assistance Program to Pauquette Center for 2014 – 2016 in the amount of \$5.50 per employee. Motion carried unanimously on call of roll.

Motion by Dodd, second by Garetson to approve the contract for City Attorney with Miller & Miller, LLC effective January 1, 2014. Motion carried unanimously on call of roll.

Motion by Dodd, second Maass to approve the 2014 Memorandum of Understanding with Columbia County Health and Human Services Commission on Aging for the nutrition site. Motion carried unanimously on call of roll.

Motion by Dodd, second by Maass to approve claims in the amount of \$1,862,961.48. Motion carried unanimously on call of roll.

Municipal Services and Utilities Committee, November 7, 2013

Human Resources Committee, November 12, 2013

Motion by Dodd, second by Oszman to approve the hiring of Dan Kremer as Manager of Parks and Recreation with the terms outlined in the Conditional Offer of Employment from City Administrator Murphy, dated November 6, 2013, with a start date of December 9, 2013. Motion carried unanimously on call of roll.

9. Old Business

Ordinances

Ordinance No. 13-017 relative to Special Event Ordinance. Motion by Oszman, second by Hamre to suspend the rules and have the third reading of the Ordinance by title only. Motion carried 7 to 1 on call of roll with Maass voting no. Ordinance No. 13-017 relative to Special Event Ordinance received its third reading by title only. Motion by Oszman, second by Garetson to pass Ordinance No. 13-017 relative to Special Event Ordinance. There was discussion on the fee structure. Ordinance No. 13-017 relative to Special Event Ordinance passed unanimously on call of roll.

10. New Business

Ordinances

Ordinance No. 13-018 relative to Providing for the Detachment of a Portion of the City of Portage to the Town of Fort Winnebago, Columbia County, Wisconsin received its first and second reading. Motion by Hamre, second by Havlovic to suspend the rules and have the third reading of the Ordinance and have it read by title only. Motion carried 5 to 3 on call of roll with Dodd, Klapper and Maass voting no. Ordinance No. 13-018 relative to Providing for the Detachment of a Portion of the City of Portage to the Town of Fort Winnebago, Columbia County, Wisconsin received its third reading by title only. Motion by Maass, second by Havlovic to pass Ordinance No. 13-018 relative to Providing for the Detachment of a Portion of the City of Portage to the Town of Fort Winnebago, Columbia County, Wisconsin. Ald. Maass wanted the cross connection for the sewer to Portage Diesel to be addressed prior to moving forward. According to City Administrator Murphy, the sewer agreement and cross connection are separate issues from the detachment request and will need to be addressed separately.

Mayor Tierney recognized Jim Crawford, President of Crawford Oil Co. Mr. Crawford explained that he was approached by Mr. Dreyer to join in the annexation petition, as Mr. Dreyer was unable to get his land classification changed by the town. Mr. Crawford agreed to sign the petition even though it was never his intention to have his property annexed. It was Mr. Crawford's understanding that he could withdraw from the petition prior to council action, but when he inquired about withdrawing; he was informed it was too late in the process to withdraw.

Mayor Tierney vacated the chair to address the council. Mayor Tierney stated that he did not want to lose any assessed value, but at the same time suggested that there may have been problems when the annexation was originally approved and was in favor of the detachment. Mayor Tierney then took back his chair.

Motion failed on call of roll with Miller and Oszman voting no. A three-fourths vote of the council was required to approve the Resolution.

Ordinance No. 13-019 relative to Joint Municipal Court received its first and second reading.

Consider approval of Agreement Between the City of Portage and the Village of Endeavor for the Operation of the Joint Municipal Court

No action will be taken on the agreement until action is taken on the Ordinance. The agreement will be placed on the next agenda.

The Village of Endeavor has approved the Ordinance and Agreement.

Resolutions

Resolution No. 13-032 relative to Surplus Property was read and adopted unanimously on motion by Dodd, second by Maass and call of roll.

City Administrator's Report

An update was given on 2013 Projects.

Mayor's Comments

Kathryn Curtis and the late Dr. J. Robert Curtis were congratulated on receiving the South Central Library System Foundation Cornerstone Award.

Sherry Douglas, President of Downtown Portage Inc. explained the new organization, their goals and objectives.

City Administrator Murphy gave an overview of the draft 2014 budget.

11. Adjournment

Motion by Oszman, second by Dodd to adjourn. Motion carried unanimously on call of roll at 8:43 p.m.

Marie A. Moe, WCPC, MMC
City Clerk

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

LIBRARY BOARD MEETING Minutes
November 12, 2013

Meeting called to order 12:04

Present: Davis, Voigt, McLeish, Poches, Vehring

Excused: Tamboli, Gregory, Stevenson, Varvil-Weld

- 1) Motion to approve the October 8, 2013 regular meeting minutes. (RD/CP)
- 2) Financial Reports:
 - a) Motion to approve October 2013 Municipal funds claims and Library Restricted funds claims for payment as presented. (EV/RD)
- 3) Director's Report: Shannon Schultz
 - a) Attendance at children's and teen's programs is up compared to last year's.
 - b) The balanced 2014 municipal budget needs to be approved by the Common Council.
- 4) Business:
 - a) Motion to authorize the leasing of a Sharp MX-2640 Color Digital Imager per Rhyme's proposal. Available funds from the Office Equipment Maintenance account will be used. (EV/KV)
 - b) Motion to approve the Gifts and Restricted Funds Policy. (CP/EV)
 - c) Motion to approve the Study Room Use Policy. (RD/CP)
 - d) The Circulation Policy will be reviewed at the December meeting.
- 5) Meeting adjourned 12:40. (RD/CP)

Richard Davis – President

Addie Tamboli – Vice President

Eleanor Voigt – Treasurer

Eleanor McLeish – Secretary

Charles Poches – School Superintendent

Dr. David Gregory

Chad Stevenson

Dr. Douglas Varvil-Weld

Klay Vehring

City of Portage
Business Improvement District Board of Directors
Wednesday, November 13, 2013, 7:30 a.m.
City Municipal Building, 115 West Pleasant St.
Conference Room One
Minutes

Board Members: President- Peggy Joyce, VP- John Krueger, Treasurer-Dennis Rupers, Steve Polnow, Jim Rusch, Shane Schmidt, Chris Shadel

Also present: Mayor Bill Tierney, City Administrator, Shawn Murphy, BID Contractor, Gil Meisgeier, Roger Krejchik, Myrna Hooper, John Miller and Mark Bennett.

1. Meeting Came to Order at 7:30am under the direction of President, Peggy Joyce.
 - a. Roll Call: All present except for Director, Jim Rusch (excused)
2. **Motion to approve minutes for October 9, 2013 meeting by Schmidt. 2nd by Krueger. Motion passed with all in favor.**
3. Discussion and possible action on treasurer's report
 - a. Treasurer Rupers presented the Claims to Pay Voucher list for November, 2013.
 - i. \$7483.10 to pay
 - ii. **Motion to approve November 2013 Claims to pay by Krueger, 2nd by Shadel. Motion passed with all in favor.**
 - b. Treasurer Rupers presented the October, 2013 Financials.
 - i. Rupers stated that the Financials balance.
 - ii. **Motion to approve October 2013 Financials by Schmidt. 2nd by Polnow. Motion passed with all in favor.**
4. Introduction of Guests: President Joyce welcomed guests Mayor Tierney, City Administrator, Shawn Murphy, BID Contractor, Gil Meisgeier, Roger Krejchik, Myrna Hooper, Attorneys John Miller and Mark Bennett.
 - a. President Joyce introduced Attorneys, John Miller and Mark Bennett, both representing Downtown Portage Lawyers to discuss BID's support of downtown court house location. Miller and Bennett asked that City and BID not wait to take a proactive approach on encouraging the County to strongly consider keeping its campus and facilities in Downtown Portage.
 - i. Benefits to staying in the downtown include bringing people to the downtown area to take advantage of available services provided by businesses located in the downtown.
 - ii. The health of a community is judged by the health of its downtown.
 - b. Mayor Tierney added that he is currently involved in beginning stages of conversations with the County and other City Leaders in regards to the County maintaining its campus in the downtown area.

- i. Mayor Tierney does have concerns for the downtown to improve its health, along with taking into consideration the available tax base within the downtown and selling the concept to those who aren't as concerned with prioritizing the County's campus location and that downtown.
 - c. Director Polnow added that the Mayor has the opportunity to mold the Downtown with all of the available space in the downtown area, the canal and vacant spots.
 - d. Director Schmidt added that the County's location report will weigh heavily on the outcome of the campus location and that BID needs to consider what it can do to impact that report. Schmidt encouraged BID to consider future marketing efforts to inform and put together an influential network.
 - e. Attorney Mark Bennett encouraged the establishment of group to educate, convince and to sell the downtown as the premier location for the County campus.
 - f. **Motion for BID to be in favor of being proactive and to encourage the City to be in favor of joining a proactive approach to encourage the County to stay within the Downtown area was made by Polnow, 2nd by Krueger. Motion passed with all in favor.**
5. Update discussion and possible action on rental space to store BID equipment.
- a. Director Shadel presented to the Board the need to approve an additional \$1000 for the BID Equipment Storage location. Alliant Energy stated that the current meter, mast, panel & socket are out of date and need to be updated. The additional \$1000 should cover the \$6000 needed to complete this project.
 - b. **Motion to approve the additional \$1000 for project completion made by Shadel, 2nd by Rupers. Motion passed with all in favor.**
6. Discussion and possible action regarding Winters Banners.
- a. President Joyce appointed a Banner Committee consisting of Directors Joyce, Schmidt and Krueger to determine and purchase replacement banners due to weathering.
 - b. **Motion to approve a \$2500 expenditure for Winter Seasonal Banners was made by Shadel, 2nd by Krueger. Motion passed with all in favor.**
7. Discussion and possible action on requests for financial support for downtown events
- a. No requests were presented.
8. Gil Meisgeier, presenting the October 2013 BID Contractor's report.
- a. Meisgeier presented his monthly report to the Board.
 - b. Director Shadel asked that Gil provide the Market Basket book to President Joyce.
 - c. Director Polnow confirmed with City Administrator Murphy that requests for use of the Commerce Plaza and the Farmers Market area require 45 days before the event.
 - d. Director Rupers brought up the need for BID and the City to come up with a Hold Harmless form for volunteers to sign when helping BID with sponsored events. City Administrator Murphy will check with the City Attorney if an approved form is already available for use.
 - e. **Motion to accept BID contractor's October report by Krueger, 2nd by Shadel. Motion passed with all in favor.**

9. Discussion and possible action on BID Equipment List & Scheduled Insured Property
- a. Director Rupers presented the need to review the BID Equipment list provided by BID Contractor, Gil Meisgeier, along with the scheduled items list that is insured with Cincinnati Insurance Company.
 - i. Current limit is \$74,300 for 4 items (Polar Trac w/Attachments - \$40,000; 26' Christmas Tree - \$20,000; Polaris ATV - \$6600; Polaris ATV 500 - \$7700). List contains items totaling \$106,975. Current Loss Settlement is Functional Replacement Cost on these 4 items.
 - ii. We should consider scheduling other items on the list that have an Actual Cash Value limit of \$1000 or more. We can include the attachments and items specifically used for that piece of equipment within the requested ACV limit. We can decide with of these items we would want to have Actual Cash Value or Functional Replacement Cost Loss Settlement option.
 - iii. We should consider a total Blanket limit for a collection of items where the ACV limit for each specific item is under \$1000 and ACV loss settlement is adequate.
 - b. President Joyce suggested that this issue be discussed further in the future and that the current scheduled items are adequate.
 - c. President Joyce asked that Director Rupers contact Wendy Gerken at Don-Rick, Inc. to ensure that liability is extended to the BID Equipment storage shed at 201 Mullett St, Portage, WI, 53901, where most of the BID equipment will be stored while not in use.

10. Discussion and possible action on involvement & assistance with Downtown Portage, Inc.

- a. No requests were presented.

11. Discussion and possible action on BID By-Laws Change Proposals

- a. Rupers presented three (3) By-Laws change proposals. Board members reviewed and discussed.
 - i. 2014 BID By-Laws Change - For removing references to Main Street Portage & Administrator. (Addendum #1)
 1. **Motion to approve the 2014 BID By-Laws Change by Rupers, 2nd by Krueger. Motion passed with all in favor.**
 - ii. Proposal for BID Board – BID Board Officer Position – Secretary – to Increase Board member size from 7 to 9 with described Secretary Position Duties. (Addendum #2)
 1. Discussion ensued regarding the BID requirements for the composition of the Board. City Administrator Murphy will provide the information to President Joyce to ensure that the composition of the Board falls within the confines of the law with this increase in board member size to 9.
 2. **Motion to approve the Proposal for BID Board Officer Position – Secretary, in accordance with Board composition requirements stated within the confines of the law was made by Krueger, 2nd by Shadel. Motion passed with all in favor.**
 - iii. Proposal to BID Board - 2014 BID Committee Structure Proposal - Committee Structure Philosophy with described Committee Assignments & responsibilities. (Addendum #3)

1. Motion to approve the 2014 BID Committee Structure Proposal made by Rupers, 2nd by Krueger. Motion passed with all in favor.

12. Discussion and possible action on Marketing Program

- a. Krueger provided an update stating that he has discussed with Tourism and with the Portage Area Chamber of Commerce that any coordinated marketing efforts must not be downtown specific but include the city of Portage as a whole.
- b. Discussion on working with DPI and the coordination of Marketing efforts will continue to be discussed.
- c. Director Polnow encouraged the Marketing Committee Chairperson work on a campaign for 2014. Would hope that this Chairperson assignment be made sooner rather than later so that the 2014 BID Marketing Plan can be started right away and not wait until January 2014.
- d. Director Krueger was excused and dismissed at 8:55am.

13. Discussion and possible action on Report on City Committees, Council Agenda, etc.

- a. Streetscape
 - i. Director Polnow presented to the Board that he is currently working with Bob Reddlings on getting drawings and plans for the City of Portage Streetscape.
- b. Conant Street Underground Parking
 - i. Director Rupers presented to the Board that he had some success at the City Council meeting on 10/24/13. Based on Rupers request to the City Council for time to look at alternatives to putting up a gate at the underground parking entrance, was granted by the City Council. The Underground Parking Committee has been given until 01/15/14 to present options for the structure's security and Use plan to the City Council. It will be at that time they will decide if they will go ahead with the installation of gates at the structure's underground entrance at the cost of \$6000.
 - ii. Director Schmidt added that the topic of Security in the downtown seemed to take over the discussion. Should BID consider looking into a private security firm to assist the police department with patrolling the structure, as well as the Business Improvement District. Rupers added that Schmidt's personal assessment, that vandalism in the structure has decreased immensely, is substantiated by a report that Chief of Policy Manthey provided to Rupers for presentation at the Council meeting. Of the 37 incidents at the structure since 01/07/2011, only 6 incidents occurred in 2013 and none of which are related to Vandalism. Therefore, is there really a security issue to be considered in the Downtown, and in the Conant Street parking structure, in particular. The Underground Parking committee is scheduled to meet again on 11/19/13.

14. Adjournment

- a. **Motion to Adjourn at 9:08 by Joyce, 2nd by Shadel. Motion passed with all in favor.**

Respectfully Submitted by Dennis Rupers, BID Treasurer.

2013
City of Portage
Business Improvement District

November Schedule of Vouchers

#	Date	Charge Acct	Invoice #	Amount	Vendor	Description	Account #	Description
1	10/31/2013			\$2,483.10	Gil Meisgeler DBA	October 2013 Services	241	Custodial Services
2	10/31/2013			\$500.00	Dennis Rupers	BID Prepaid Card		
3	10/31/2013			\$592.70	Capital Newspapers	BID Contractor Job Posting	241	Custodial Services
4	11/1/2013		64398	\$385.40	TurnKey Media Solutions	XM Radio Service downtown speakers (Annual)	294	Other Contractural Services
5	11/5/2013		228	\$3,500.00	Madero Construction	10' x 25' concrete ramp - Thomson & Mullett St	821	Buildings & Grounds
6	11/8/2013			\$16.00	AMS	Milage to Links for baskets (32mi @ \$.50)	342	Gasoline/Oil
7								
8								
9								
10								

Total: \$7,483.10

Debit Card Disbursements - #7116

#	Date	Charge Acct	Invoice #	Amount	Vendor	Description	Account #	Description
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								

Card Balance: \$7.62

Total: \$0.00
 Balance On Card: \$7.62

Approved for payment during City of Portage Business Improvement District Committee meeting dated 11/13/13
 Dennis Rupers, Treasurer
 BID Board of Directors

Approved Future Expenditures

#	Minutes Date	Amount	Account #	Description	Vendor	Description
1	5/8/2013	\$225.00	351	Repairs/Maintenance Supplies		9 Whiskey Barrel Planters
2	7/10/2013	\$500.00	351	Repairs/Maintenance Supplies		Brackets & Hanging Plants
3	7/10/2013	\$7,500.00	351	Repairs/Maintenance Supplies		Trees
4	8/14/2013	\$900.00	296	Marketing	Capital Newspapers - Holiday Happenings	Holiday Insert
5	8/14/2013	\$750.00	296	Marketing	Capital Newspapers - Christmas Ads - Wrap Around	1/4 page for 5 weeks
6	9/11/2013	\$800.00	296	Marketing	Downtown Portage, Inc.	Marketing Efforts
7	10/9/2013	\$1,500.00	821	Buildings & Grounds	Various	Storage Building Facility - \$1500 of \$5000 (Wadero \$3500)
8	10/9/2013	\$1,300.00	710	Community Events	Portage Area Chamber of Commerce	Taste of Portage 2014 (Billed in May 2014)
9						
10						

Designated Fund Balance - \$96,167

#	Minutes Date	Amount	Description
1	9/11/2013	\$1,167.00	Discover Wisconsin - 2015 Final Payment
2	9/11/2013	\$15,000.00	ATV/Ranger - Equipment Replacement
3	9/11/2013	\$30,000.00	Streetscape
4	9/11/2013	\$50,000.00	Buildings & Grounds
5			



OCTOBER, 2013

STATEMENT

SERVICES RENDERED TO PORTAGE BID BY AMS

Total due\$2,489.00

THX, G



TurnKey Media Solutions

7213 Sandscove Court Suite 10
Winter Park FL 32792
Phone 1.800.827.3120



UPCOMING BILL NOTICE

BILL ID 64398
November 1st 2013

FOR:
XM Radio Business Service Annually INVOICE (yearly bill)
December 1st, 2013

Shane Schmidt
City of Portage
115 W. Pleasant Street
Portage WI 53901

Payment required via "check"

DESCRIPTION	AMOUNT
XM Radio Business Service Annually INVOICE (yearly bill) Radio ID - CANHX0HW Invoice fee \$2.00	\$385.40
SUBTOTAL	\$385.40
TAX TOTAL	\$0.00
TOTAL	\$385.40

You may access your account online.
Simply go to www.turnkeymediasolutions.com.
Select the "Account Login" on the upper right
hand side of the page.



Madero Construction

1351 Fern Lane
Wisconsin Dells Wi,53965

608-253-7405
608-963-3560

Invoice

Date	Invoice #
11/5/2013	228

Bill To
City of Portage Portage Buisnes Improvment Dis 115 W Pleasent St Portage WI

P.O. No.	Terms	Project

Item	Description	Qty	Rate	Amount
unnaccounted ...	Building located at corner of Thomson and Mullet st		0.00	0.00
labor and mat...	Install 10' x 25' concrete ramp to back garage door, drill and pin new ramp to foundation of building with re-bar. Install 4' wide 5 step concrete steps to back entry door of building, drill and pin new steps to building foundation with re-bar. Concrete 6 bag mix with fiber mesh		3,500.00	3,500.00

			Total	\$3,500.00
--	--	--	--------------	------------

6

ASSOCIATED MANAGEMENT SERVICES
BID EXPENSE REPORT SUBMITTED NOVEMBER / 08 / 13

MILEAGE

1. October 23rd, Links drop off baskets 32 mi. @ \$.50/mi..... \$16.00

TOTAL EXPENSE REIMBURSEMENT DUE AMS **\$16.00**



INVOICE

DATE	INVOICE #
10-17-2013	1992

BILL TO
Business Improvement District of Portage

REMIT TO
Reindeer Games 5751 East Waterford Road Hartford, WI 53027-9098

PD 11/1/13

Terms: See Note Below

DATE	ITEM TYPE	DESCRIPTION	AMOUNT
10-17-2013	Reindeer Games	Reindeer Rental appearance in Portage, scheduled for Saturday Nov 30, 2013 from 11am – 2pm. See contract for details. Total cost is \$1400.00	\$ 1,400.00
	Deposit	Paid 8-29-2013 by American Way	(700.00)
TERMS Note: Balance of payment due on the day of the event.			
Thank you for the opportunity to work with you!			TOTAL \$ 700.00

BID Bylaws Changes

Article I – General; Section IV – Area

- Discussion to possibly add the BID Map as an Addendum – Addendum #1

Article IV – Officers; Section I – Duties of Officers

- Administrator. The Administrator shall be the chief administrative and executive officer, and will be a paid employee of the Business Improvement District, contracted through **Main Street Portage, Inc.**
 - o Remove or replace “**Main Street Portage, Inc.**”
- Discussion of D. Administrator
 - o Change name to Contractor?
 - o Position and its roll on the BID Board needs to be discussed and possibly revised.
 - The Administrator shall be the chief administrative and executive officer, and will be a paid employee of the Business Improvement District, contracted through Main Street Portage, Inc.
 - The Administrator shall be a non-voting member of the Board of Directors, the Executive Committee and all committees.
 - The Administrator shall be responsible for administration of the programs in accordance with the policies and regulations of the Board of Directors.
 - The Administrator shall be responsible to the Board of Directors in all things and shall also be responsible for all expenditures with approved budget allocation.

Article IV – Officers; Section II – Executive Committee

- The Executive Committee shall act for and on behalf of the Board of Directors when the Board is not in session, but shall be accountable to the Board for its actions. It shall be composed of the President, Vice President, Treasurer and **Administrator**. The President shall serve as chairman of this committee.
 - o Discuss possibility of changing or removing “**Administrator**” term.

Article V – Committees; Section I – Appointment and Authority

- First Paragraph -
 - o Committees shall be appointed by the President as deemed necessary to carry out the goals of the Business Improvement District as stated in the Operating Plan, or to serve a special need within the District. There shall be a standing committee formed to implement each of the activities listed in the budget each

year. The Board also has the option of carrying out all or parts of the Operational Plan or to fund *Main Street Portage, Inc.* to accomplish all or part of the BID Operational Plan. The committee members shall be recommended by the chairman of each committee and approved by the Board of Directors.

- Remove or replace “*Main Street Portage, Inc.*”
- Second Paragraph -
 - It shall be the function of committees, whether standing or ad hoc, to make investigations, conduct studies and hearings, make recommendations to the Board of Directors and to carry on such activities as may be delegated to them by the Board. The Board may designate these to *Main Street Portage, Inc.*
 - Remove or replace “*Main Street Portage, Inc.*”

Article VI – Finances; Section IV – Budget

- *Each October*, the President shall appoint a budget committee to formulate a budget in line with the coming year’s goals and objectives. The budget committee will present a proposed budget at the *October meeting*, which will, in turn, be presented along with the coming year’s Operating Plan, to the City of Portage to fund *Main Street Portage, Inc.* to accomplish the BID Operational Plan.
 - Discussion of timing correction from October meeting to August meeting.
 - Revise phrasing to remove *Main Street Portage, Inc*

Proposal for BID Board Officer Position – Secretary

Article III – Board of Directors; Section I – Composition of the Board

- Discuss possibility of changing “consist of 7 members” to 9 Members
 - o Important to have 9 Board Members so that a quorum is not met when the 4 Executive Committees meet outside of the Board meeting.
- Discuss eligibility requirements of the 7 and/or 9 members

Article IV – Officers; Section I – Duties of Officers

- Revise D. to be “Secretary” – The Secretary will be a voting member of the Board of Directors and responsible for creating the minutes of each meeting. Minutes are to be created according to the requirements of Open Meetings Law and are to be provided to the BID Board President no later than 1 week after the past BID Board meeting. Secretary creates monthly BID Board meeting agenda under the direction of the BID Board President and provides completed agenda to the City Clerk no later than the 1st Wednesday of each month. Secretary collects and distributes all necessary committee and contractor reports that are referenced in the upcoming agenda to the BID Board Members no later than the 1st Friday of each month before the following BID Board meeting.

Article IV – Officers; Section II – Executive Committee

- Add “Secretary” to the list of members

BID Committee Structure Proposal

Current Stated Bylaw

Article V – Committees; Section 1 – Appointment and Authority

- Paragraph 1 –
 - o Committees shall be appointed by the President as deemed necessary to carry out the goals of the Business Improvement District as stated in the Operating Plan, or to serve a special need within the District. There shall be a standing committee formed to implement each of the activities listed in the budget each year. The Board also has the option of carrying out all or parts of the Operational Plan or to fund Main Street Portage, Inc. to accomplish all or part of the BID Operational Plan. The committee members shall be recommended by the chairman of each committee and approved by the Board of Directors.
- Paragraph 2 –
 - o It shall be the function of committees, whether standing or ad hoc, to make investigations, conduct studies and hearings, make recommendations to the Board of Directors and to carry on such activities as may be delegated to them by the Board. The Board may designate these to Main Street Portage, Inc.
- Paragraph 3 –
 - o No action by any member, committee, employee, Director or Officer shall be binding upon, or constitute an expression of, the policy of the Business Improvement District Board of Directors until it shall have been approved or ratified by the Board.

Committee Structure Proposal

Committee Structure Philosophy

- Committees are responsible for being the first line of responsibility and accountability for completing goals and objectives that have been assigned, as well as the specific conduit for Business Improvement District retailers, owners, occupants and service providers.
- Members of the BID Board of Directors must either serve on the Executive Committee, or serve as a Committee Chairperson or as Liaison to the Board on a committee.
- Committee make up will contain a Committee Chairperson and/or a Liaison to BID Board of Directors, along with as many non-BID Board Member volunteers that are interested in joining the committee.
 - o BID Directors are encouraged to recruit committee volunteers, and encourage their involvement within the committee to assist in its success.
 - o Non-BID Board Members serving on a committee can be a valuable source for future Directors on the BID Board.

- After the Election of Officers for the upcoming fiscal year has been completed at the December meeting, the BID Board President will appoint Committee Chairpersons and Board Liaison(s), as well as each committee's objectives for the upcoming fiscal year.
 - o Committee Chairperson(s) and/or Liaison(s) will be formally presented to the BID Board of Directors at the January meeting, along with each committee's goals and objectives.
 - o Committee Chairperson does not have to be a BID Board Director, but if that is the case, a BID Board Director must be appointed to the committee as the Liaison to the Board.

- Committee Chairperson is responsible for producing and providing an annual budget for review and for possible action by the BID Board of Directors.
 - o Preliminary Budget should be provided to the Treasurer no later than August 1st each year.

- Committee Chairperson/Liaison presents monthly written committee reports or previous month's meeting minutes, along with requests to the BID Board for consideration and possible action.
 - o Monthly committee reports/minutes are to be provided to the Secretary no later than the Friday after the 1st Wednesday of each month for distribution to the Board Directors for reviewing before BID Board meeting.

- Committee assignments shall consist of –
 - o **Executive** – as stated in Article IV – Officers; Section II – Executive Committee.
 - Proposed consideration for replacing “Administrator,” as the non-voting member of the BID Board of Directors with “Secretary,” a voting member of the BID Board of Directors.

 - o **Building & Grounds** – Committee Chairperson/Liaison serves as a conduit to the BID Board of Directors with all issues relating to the current and potential grounds, buildings and property, owned by and under the care, custody and control of the Business Improvement District. Responsibilities include the proposal of the annual plan and budget, along with specific items each month as necessary, for consideration to the BID Board of Directors for possible action, as well as the implementation and overseeing of the committee's plan and its successful completion.

 - o **Contractor** – Committee Chairperson/Liaison serves as a conduit to the BID Board of Directors with all issues relating to the BID Contractor. Responsibilities include the proposal of the annual plan and budget, along with specific items each month as necessary, for consideration to the BID Board of Directors for possible action, as well as the implementation and overseeing of the committee's plan and its successful completion. The Contractor Committee Chairperson is required to update and oversee Contractor duties and responsibilities, as necessary, and annually coordinate Contractor bids & recommendations to the BID Board for consideration and

action. Committee Chairperson ensures that the BID Board Treasurer receives the monthly Contractor expenditure receipts no later than the Friday after the 1st Wednesday of each month. Contractor Committee Chairperson ensures that contractor report is presented to the BID Board Secretary no later than the Friday after the 1st Wednesday of each month. Contractor Committee Chairperson/Liaison is required to present the Contractor report at each monthly BID Board meeting.

- **Grants** (Community Events) - Committee Chairperson/Liaison serves as a conduit to the BID Board of Directors with all issues relating to grant requests for community events within the Business Improvement District. Responsibilities include the proposal of the annual plan and budget, along with specific items each month as necessary, for consideration to the BID Board of Directors for possible action, as well as the implementation and overseeing of the committee's plan and its successful completion.
- **Marketing** (Advertising/Promotion/Marketing) – Committee Chairperson/Liaison serves as a conduit to the BID Board of Directors with all issues relating to advertising, promoting and marketing within the Business Improvement District. Responsibilities include the proposal of the annual plan and budget, along with specific items each month as necessary, for consideration to the BID Board of Directors for possible action, as well as the implementation and overseeing of the committee's plan and its successful completion.
- **Streetscape** - Committee Chairperson/Liaison serves as a conduit to the BID Board of Directors with design, planning and the care of the Streetscape within the Business Improvement District. Responsibilities include the proposal of the annual plan and budget, along with specific items each month as necessary, for consideration to the BID Board of Directors for possible action, as well as the implementation and overseeing of the committee's plan and its successful completion.

- **Reminder –**

- **Article V – Committees; Section 1 - Appointment and Authority**

- **3rd Paragraph** -No action by any member, committee, employee, Director or Officer shall be binding upon, or constitute an expression of, the policy of the Business Improvement District Board of Directors until it shall have been approved or ratified by the Board.

- **Secretary Position – added responsibility**

- Secretary will maintain annual contact list of assigned committee members and volunteers, along with the annual committee directives from the BID Board President and other approved Board assignments.

City of Portage
Police and Fire Commission Meeting
Wednesday, November 13, 2013, 7:00 p.m.
City of Portage Municipal Building, 115 West Pleasant Street
Conference Room Two
Minutes

Present: Thomas Drury, President; Jeynell Boeck, Charles Miller, Kay E. Miller

Absent: Pat Hartley

Also Present: Chief Ken Manthey, Chief Clayton Simonson

1. Roll Call

The meeting was called to order by President Tom Drury at 7:00pm.

2. Approval of minutes from previous meeting

Motion by Boeck, second by K.Miller to approve minutes from the meeting on October 16, 2013. Motion carried unanimously on call of roll.

3. Assembly Bill 446

President Drury discussed Assembly Bill 446, which would allow police, EMTS, and firefighters to administer Narcan in heroin and other narcotic overdoses. It can be given by IV or nasal and is not subject to civil or criminal liability when administering. Chief Manthey is reviewing the bill, as it is new.

4. Fire Department Report

Chief Simonson gave the Fire Department Report from August 1, 2013 through October 31, 2013. (See report attached.)

He reported on the training opportunities, including rural water movement, hazmat, rope systems, pumping and driving, search and rescue, and rapid intervention.

There have been several community relations events, including a meeting between the Emergency Planning Committee, County Emergency Management, and the National Guard to plan an exercise for Spring 2014. The annual open house was held on October 12.

Several fire safety and fire extinguisher trainings were held.

New equipment procured in this time period includes (6) gas meters, gloves, hoods, web belts, beacon lights for Engine 6, a vent saw, and new

tires for Tower 1, Squad 2, and Tender 4. Chief Simons explained how Mutual Aid Box Alarm System (MABAS) works.

The department is interviewing 6 new candidates; one member is in entry level class and one at Firefighter 2 class. There were 483 inspections, 92 emergency responses,

5. Police Department Report

Chief Manthey gave the Police Department Report from October 1, 2013 to November 13, 2013. (See report attached.)

School Liaison Officer Bagnall gave presentations to the freshman classes at PHS on November 4. Officer Pomeroy will be the new D.A.R.E officer after completing a 10-week program.

Pastor Inglett assisted in death notifications and investigations.

Names are currently being taken for the 2014 Citizens Academy Class.

Issues relating to the season were a part of the report, including increased car-deer accidents and subjects contemplating suicide.

The ad for the part-time police officer is on the City webpage. Chief Manthey reported that he has had one interested candidate. Drury added that there is still one person on the eligibility list and the person is interested.

6. Adjournment

Next meeting is February 19, 2013.

Motion by K. Miller, second by Boeck to adjourn the meeting at 8:42 pm. Motion carried unanimously on call of roll.

Submitted by Chuck Miller

PORTAGE FIRE DEPARTMENT
August 1, 2013 to October 31, 2013

TRAINING:

August 13, 2013 - Rural Water Movement: We set up 2 drop tanks and a jet siphon to have our tenders fill into and then they would proceed to a pre-determined hydrant location to re-fill their vehicle and then return to drop another load of water. We ran a deck gun and the deluge gun off the top of the truck to flow the water out of the tanks.

August 27, 2013 – Hazmat: Members went through the meters and how to calibrate them along with bump testing. Different chemicals were given to personnel so they could look up information on them.

September 10, 2013 – Ropes: All personnel practiced tying the various knots we use in rescues and then broke out the rope system that we have pre-rigged for rescue. The personnel had to use anchor points and then set up the system for lowering and hauling.

September 17, 2013 – Ropes: All personnel went to Cardinal Glass and participated in removing a victim in a Stokes Basket using our rope mechanical system.

September 24, 2013 – Pumping and Driving: All personnel took trucks that they were qualifying on to drive out to refresh them before taking the tests for the vehicles.

October 8, 2013 – Search and Rescue: The department was invited to join Alliant Energy in a house burn on November 9, 2013. Before the house is to be burned the department has been given permission to train inside. We had personnel doing room searches inside to try and locate a victim. Each team used the right hand search pattern and a tool.

October 22, 2013– Rapid Intervention Training: All personnel went through the same house that we are going to burn and practiced changing out either a mask or an air pack for a downed firefighter. The teams were 4 members each.

COMMUNITY RELATIONS:

School/Event

August 17: the department participated in the Silver Lake Triathlon with our Boat.

August 21: Chief Simonson went to the High School to meet and greet the new teachers.

August 28: The department participated in an exercise at CCI for a mock fire in their printing shop.

September 14: The department participated with Kids Day America at Culver's.

September 27: Tower 1 was in the Homecoming parade.

October 3: Members from the Portage Emergency Planning Committee met with Pat Behgin from the County Emergency Management and Jeremy Duffy from the National Guard to start planning an exercise in the Spring of next year.

October 5: The department participated in a Safety Day at Kmart.

October 12: The department's 25th Annual Open House was held in conjunction with Portage Police Department. Other agencies that participated were: Columbia County Emergency Management, Divine Savior Healthcare, and DNR Smokey the Bear.

Adult door prizes included: fire extinguishers, an escape ladder, a combination smoke/CO detector, smoke detector, and a Carbon Monoxide detector. The kid's door prizes included a stainless water bottle, a backpack, and a remote control fire truck. The Portage Firefighters Association members sold brats and hotdogs and soda. We conducted a demonstration of bringing down a person from a second story window using a ladder carry.

October 14: The German Exchange students visited the Fire Station, Police Department, and City Hall.

October 16: The Chief attended a safety meeting at the School Administration building.

October 17: Kathy Johnson from Columbia County Emergency Management and myself evaluated a table top exercise at the hospital for a patient surge during a structure collapse.

October 28: Chief Simonson participated in a fundraiser for The United Way at Culver's.

Fire Safety/Extinguisher Training:

A reminder to all City of Portage and Township residents; that we have smoke detector batteries available at the fire station. We have 9 volt as well as AA batteries that were donated by Rayovac of Portage to replace batteries in smoke detectors and carbon monoxide detectors for residents who cannot change them on their own. (This does not include apartment buildings).

Extinguisher training was done for Saint Gobain employees on September 24, 25, and 28th.

Extinguisher training was done for the Columbia County sheriff's department on October 2, 2013.

School Visits and Station Tours were conducted from October 7th through October 18th for Portage School District students.

New Equipment:

The department purchased 6 new 4-gas meters to replace the ones we had that were no longer serviceable.

The yearly supply of firefighter gloves, extrication gloves, hoods, and web belts for everyone's wildland gear were purchased.

Two new beacon rotating lights for the rear of Engine 6; these are now LED.

A vent saw was purchased to replace the oldest one that was 19 years old.

New tires for the front of Tower 1, Squad 2, and all 6 tires for Tender 4 were purchased.

FIRE SUPPRESSION/RESCUE:

- (32) Vehicle Accidents
- (2) Vehicle Fires
- (18) Dispatched and cancelled enroute
- (0) Good Intent
- (3) Wildland Fires
- (2) Outside Rubbish/Trash
- (1) Building Fires
- (1) Cooking Fire
- (0) Fire Other
- (3) Natural Gas Leak
- (1) Flammable Liquids Spill
- (0) Severe Weather
- (1) Lightning Strike
- (8) Smoke/Odor removal
- (2) Medical Assist
- (14) Smoke detector or Co Alarm or activation/Sprinkler Activation
- (3) Electrical Problem
- (0) Chimney Fire
- (0) Water Rescue
- (0) Removal of victims from Elevator
- (1) Hazardous condition

ADMINISTRATION:

Personnel

Attitudes are good; we now have 30 members on the department. We will be interviewing 6 new candidates in November.

We have one member in Entry level class and one in Firefighter 2 class

STATISTICS:

Inspections: 483 inspections were completed during this time period.

Emergency Responses: The department responded to 92 emergency responses during this time period (972.75 man-hours). 47 (51%) responses were in the city and 45 (49%) were in the townships. Of those 32 (35%) were vehicle accidents.

Training: 456.25 man-hours were spent on training.

Miscellaneous Activities: 316.50 man-hours were spent on miscellaneous activities including 153.5 for fire visits/station tours, and 103.5 during the annual Open House.

**PORTAGE POLICE DEPARTMENT
POLICE & FIRE COMMISSION 4th QUARTER REPORT (PARTIAL)
(Activities from 10-01-13 – 11-13-13)**

1) TRAINING

- Sgt. Keith Klafke will graduate from his 10 week Staff & Command School on Friday, November 22nd
- Officer Bob Bagnall attended Financial Crimes training from November 13th – 15th
- Det. Lt. Hahn attended Child Death Review Team conference in Stevens Point on November 13th & 14th
- Ass't Chief O'Neill and Fire Chief Simonson attended a tabletop exercise for "winter preparedness" on 11-07-13
- Sgt. Pixler and CSO Todryk attended "Law Enforcement Work Zone Highway Safety" training on 11-07-13
- Officers Jason Stenberg & Ben Neumann attended Field Training Officer school 10-28-13 – 11-01-13
- Officer Mike Schutz attended four day radar training certification from 10-22-13 – 10-25-13
- Det. Lt. Hahn & Secretary Jen Mecum attended Badger TraCS Conference on 10-07-13
- Ass't Chief O'Neill & Police Chaplain Goldsworthy attended a public relations presentation in Green Bay on 10-07-13
- Detective Pionke attended 3 day certification class in Green Bay as a CVSA (Computer Voice Stress Analyzer) operator October 1st -3rd

2) COMMUNITY RELATIONS

A) Schools/Child related events

- Chief Manthey & Mayor Tierney attended the Heroes Program at Rusch School on 11-13-13
- School Liaison Officer Bob Bagnall gave presentations to the freshman classes at the Portage High School on 11-04-13
- Extra security at Portage High School on 10-28-13 for a report of potential problems; everything was quiet
- Officer Dave Clark escorted the bus into Portage bringing the cross country team home after qualifying for state on 10-26-13
- Delayed report of a 20 year old male having sex with a 13 year old female on school property during a football game on 10-18-13; the suspect confessed, was taken into custody and charged with felony sexual assault
- Det. Lt. Hahn & Chief Manthey attended the quarterly safety meeting for the public schools on 10-16-13
- Ass't Chief O'Neill attended a School Safety meeting at the LEC on 10-10-13; this was for a county wide policy

- Det. Lt. Hahn attended a P.T.O. meeting at Wayne Bartels Middle School on 10-08-13 to address concerns parents had
- Student assaulted a teacher at Wayne Bartels Middle School on 10-08-13; he was taken into custody and turned over the Human Services on charges of D.C., Battery & Resisting Arrest

B) Businesses

- Storage shed broken into at Labbeemint on 11-06-13; numerous power tools were stolen
- Bomb threat at McDonald's on 10-28-13; building was searched; nothing located; business re-opened approximately one hour later
- 33 year old woman charged with theft at Wal*Mart after she took \$344 worth of electronic items on 10-22-13 w/o paying for them
- Search warrant executed at WinCorp business located at 2800 New Pinery Road on 10-16-13 reference complaints of scams
- Injury accident at Highway 33 & F near the Fort BP on 10-13-13; one of the drivers was cited for FTY while making left hand turn
- Pedestrian hit in crosswalks as he was walking to the Portage Theaters on 10-11-13; 78 year old Pardeeville man cited for FTY to Pedestrian in Crosswalk & Inattentive Driving (he said he was looking down to turn on the heat in his vehicle)
- Internal theft at Ace Hardware on 10-10-13; 20 year old female employee taken into custody
- \$500 worth of vandalism done to merchandise at Wal*Mart on 10-09-13

C) Neighborhoods:

- Assisted Human Services & Probation & Parole with a home visit in the 600 block of East Conant Street on 11-08-13; one person charged for having a small amount of THC; another was charged for being a felon in possession of a loaded weapon
- Vehicle in the 400 block of West Edgewater was jacked up and all four wheels/tires were stolen on 11-01-13
- 42 year old man charged with felony child abuse for striking a child, endangering safety by threatening to kill his wife with a knife & numerous counts of bailjumping for violating his conditions of bond on 10-28-13 at the Red Fox Run Apartments
- 47 year old man out on bond for cruelty to animals was found to be in violation of his bond by having another animal in his residence on 10-23-13; he was taken to jail for bailjumping
- Escorted a returning war veteran back to his home in the 300 block of West Edgewater on 10-18-13
- 16 year old male referred to Human Services for Delivery of THC, Possession of THC & Paraphernalia on 10-15-13 in the 500 block of East Slifer Street

- 26 year old Portage man overdosed on heroin on 10-12-13 in the 500 block of West Cook; fortunately he came to. After medical clearance; taken to jail on probation hold & drug charges
 - 25 year old Friendship man arrested for obstructing on 10-11-13 after he called 9-1-1 and gave a false report of a car accident at Highway 16 & Boeck Road; Police/Fire/EMS all responded; he also gave the arresting officers a different name
 - 47 year old Portage man was charged with cruelty to animals on 10-06-13 for abusing his dog in the 200 block of East Howard
 - Break-in to a porch in the 700 block of Cass on 10-05-13; the main part of the residence was not entered
- D) Community Service Officers Job Duties/Responsibilities**
- Assisted with Halloween Trick or Treating on 10-31-13
 - Assisted with Senior Safe Night Out on 10-27-13
 - Assisted with Fall Drug Collection on 10-26-13
 - Assisted with costume contest and downtown trick or treating on 10-26-13
 - Assisted with the annual coat collection from 10-01-13 – 10-20-13
 - Assisted with Open House on 10-12-13
 - Following up on junk complaints & animal nuisance complaints
 - Assists with funeral escorts & fills in for crossing guards
 - Entering of information into the computer on a daily basis
- E) Senior Citizens**
- Sr. Safe Night Out was held on 10-27-13; 80+ people attended
 - Fall drug collection was held at Walgreen's on 10-26-13
- F) Chaplains' Program**
- Chaplain Pastor Dick Inglett assisted Lt. Kiefer with making death notifications on 10-15-13
 - Chaplain Mark Goldsworthy assisted at our Open House by taking photographs
 - Chaplain Pastor Dick Inglett responded to a death investigation call at Silver Lake Apartment on 10-01-13
- G) VIPS (Volunteers In Police Services)**
- Training was conducted on 11-12-13 for locating missing persons
 - Seven VIPS assisted us with trick or treating in the Indian Hills area on 10-31-13
 - Four VIPS assisted with the downtown costume contest and trick or treating on 10-26-13
 - Twelve volunteers were trained on 10-08-13 on traffic control and communications
- H) Citizen Police Academy**
- We're taking names for the 2014 class

3) **ADMINISTRATION**

(A) **Intergovernmental/Interagency**

- Total of 46 Agency Assists
- Chief Manthey & Mayor Tierney attended the Columbia Correctional Institution Community Relations Board meeting on 11-13-13
- Chief Manthey & Ass't Chief O'Neill attended the Veterans' Day Service at the Portage High School on 11-11-13
- Officer Mike Schutz assisted in making a public service announcement video on 11-09-13 to help prevent suicides
- Ass't Chief O'Neill assisted Beaver Dam PD by sitting on an interview panel on 10-29-13 for a promotion of a Lieutenant
- Chief Manthey & Ass't Chief O'Neill attended the courthouse security training held on 10-25-13
- Chief Manthey attended the Columbia County Sheriff's Award ceremony on 10-24-13 held at the Elks club
- We assisted COSO on 10-21-13 in locating a suicidal woman who had walked away from her residence out in the county
- COSO assisted us with injury accidents on 10-11-13 & 10-13-13
- We assisted Rio PD with a combative intoxicated subject at DSH on 9-30-13

(B) **Attitude & Morale**

- Ass't Chief Kevin O'Neill and his wife Diana celebrated their 35 year wedding anniversary on 10-21-13
- Police & Fire Open House was held on Saturday, 10-12-13, lots of young families attended; school teacher & Police Volunteer Steve Aldridge agreed to be our Taser victim

(C) **Statistics/Criminal/Other Investigations:**

- 1,401 total number of calls for this time frame

(D) **Seasonal Issues**

- Car-deer accidents increased in the month of November
- Increase of subjects contemplating suicide; Northwest Connections has been setting up a "safety plans" for most of these individuals

Respectfully submitted,



Kenneth R. Manthey
Chief of Police 11-13-13

OPERATOR LICENSE APPLICATIONS - BY LAST NAME

LICENSE YEAR: NOVEMBER 26 2013-JUNE 30, 2014

ACHTERBERG, JESSICA L.

BOUTIN, CHRISTOPHER

BRUNSLIK, TRACY L.

BURKHARDT, KAITLIN

JACKSON, JAY S.

KRAL, DONNA M

City of Portage
Community Development Block Grant & Finance/Administration Committee Meeting
Monday, November 11, 2013, 6:00 p.m.
City Municipal Building, 115 West Pleasant Street
Conference Room One
Minutes

Present: Rick Dodd, Chairperson; Jeff Garetson, Martin Havlovic, Doug Klapper, Rita Maass

Also Present: Bill Welsh, Cable TV; Craig Sauer, Daily Register; City Administrator Shawn Murphy; Finance Director Jean Mohr; Laurie Lindell Central Wisconsin Community Action Council, Inc.

1. Roll call

The meeting was called to order by Rick Dodd at 6:00 p.m.

2. Approval of minutes from October 28, 2013

Motion by Klapper, second by Maass to approve the minutes from October 28, 2013. Motion carried 5-0 by a call of roll.

3. Review and possible recommendation on (3) new grant fund requests #15, #20, #22

The committee reviewed the three new grant fund requests, #15, #20, and #22. It was pointed out that all three requests are in a similar situation of having a negative equity in their home; mainly due to the decline of property's equalized values of roughly 20% over the past five years. The committee took this into consideration along with the purpose of the Block Grant Program to maintain the communities' housing stock. Two options were presented for each request, the first covers the basic needs to bring the home to decent, safe and sanitary levels, while the second option will further improve the homes' living conditions. The members felt at this point it would be in the city's best interest to bring the homes up to the minimum safe and sanitary level (Option 1) noting that as property values rebound and equity in the home increases the homeowner may reapply for the additional needs.

Motion by Klapper to approve Option 1 of all three requests #15, #20 and #22, for total project cost of \$37,750 second by Havlovic. Motion carried 5-0 on a call of roll.

4. Discussion and possible recommendation on Claims

Motion by Maass, second by Klapper to approve claims in the amount of \$1,862,961.48. Motion carried 5-0 on a call of roll.

5. Discussion and possible recommendation on Insurance Claim from Dustin Cooper

Administrator Murphy presented the claim and stated that the city's insurance company recommends denial of the claim due to the fact the location of the alleged incident occurred while under the jurisdiction of LMS whom the City engaged to install utility laterals to the site of the proposed Welcome Center.

Motion by Maass to deny the claim based on the recommendation of insurance company, second by Klapper. Motion carried 5-0 on call of roll.

6. Discussion and possible recommendation on Insurance Claim from Joseph Pocheco

Administrator Murphy presented the claim and stated that the city's insurance company recommends denial of the claim in that the city is not responsible for the claimant hitting the bollards by the Library's book drop off.

Motion by Maass to deny the claim based on the recommendation of insurance company, second by Klapper. Motion carried 5-0 on call of roll.

7. Discussion and possible recommendation on Agreement with State for Hazardous Materials Response Services

Administrator Murphy presented the Agreement with State for Hazardous Materials Response Services. This agreement would utilize the City of Portage as a Type III response agency for the Southwest area for Haz Mat incidents outside of Columbia County. The city currently has a similar arrangement with Columbia County for Haz Mat response within Columbia County. The state has currently committed to fund this program through 6/30/15 and would pay out a base amount of \$15,813 annually in quarterly installments; in addition eligible time and materials costs in responding to such incidents would be reimbursed on top of the base amount. The city may decline to respond to an incident if they are previously engaged. Fire Chief Simonson is in support of this agreement. Administrator Murphy is proposing the city set up a separate fund for this program as the long term funding of the state is not guaranteed and although the city currently has the required training and equipment there are some unknowns as to future needs. Therefore he is proposing the money received be designated and kept separate for this program.

Motion by Klapper to recommend the Agreement with the State for Hazardous Materials Response Services, second by Garetson. Motion carried 5-0 on call of roll.

8. Discussion and possible recommendation of Bids for Emergency Storm Shelter

Administrator Murphy informed the committee on the city received one proposal from Weiser Concrete for the Emergency Storm Shelter for \$83,250. At this point the city is working with the state to obtain their approval on the modified project scope. Once we have the state's approval we will bring it back to the committee for award.

9. Discussion and possible recommendation of Bank of Wisconsin Dells Agreement for Property Tax Collection

Finance Director Mohr explained that this agreement is the same that has been done in previous years as a convenience to our citizens. We will be only offering this through Bank of Wisconsin Dells as this is the city's main bank and utilizing multiple payment areas is cumbersome.

Motion by Klapper to recommend the agreement with Bank of Wisconsin Dells from Property Tax Collection, second by Maass. Motion carried 5-0 on call of roll.

10. Discussion and possible recommendation on 2013 Budget Encumbrances

Administrator Murphy reviewed the list of proposed 2013 Budget Encumbrances noting one change from the previous list. The 56910-219 Plan & Zoning Other Prof Services was lowered from \$1,500 to \$500; changing the total to \$17,970.

Motion by Havlovic to recommend the 2013 Budget Encumbrances in the amount of \$17,970 per the list presented, second by Klapper. Motion carried 5-0 on call of roll.

11. Final review of proposed 2014 Budget

The committee reviewed the final changes to the budget and requested a high level summary in presenting it to council on Thursday. No further changes were made at this time. The committee reviewed the discussion from Municipal Services regarding the street project for E. Albert Street. It was the consensus that design for the reconstruction of Albert Street (with sidewalk, curb & gutter and storm sewer) should be prepared with an updated cost estimated based on the final proposed design. Therefore the allocation in the Capital budget to resurface Albert Street shall remain unless it subsequently determined to reconstruct. The committee will revisit when the analysis of the current projects are done and it can be determined whether any additional funding may be available; or if a borrowing may be considered for reconstruction.

12. Adjournment

Motion by Klapper, second by Garetson, to adjourn. Motion carried unanimously on a call of roll at 7:42 p.m.

Jean Mohr
Finance Director

2012-2014 NEW GRANT FUNDS
PORTAGE # 15 *opt 1/2*
SCENARIO FOR DISCUSSION/APPROVAL

Homeowner's current Fair Market Value of the home	\$86,100.00
Homeowner's Current Mortgage is	\$115,593.00
Homeowner equity of	-\$29,493.00

If only the following repairs are done on the house it would still meet Decent, Safe and Sanitary are as follows:

Roof	
Gutters and Downspouts	
Attic Insulation	
Ductwork	
Total Cost for Rehabilitation is	\$9,650.00
Inspection costs	300.00
Title Search	45.00
Filing Fee	30.00
Total Project Cost	\$10,025.00
30% of Total Repair Cost is Equity to home	\$3,008.00

29,493.00 Negative equity
10,025.00 Repair Negative equity
3,008.00 Repair Equity to the home after rehab
36,510.00 Negative Equity

Homeowners have lived in the house for 7 years.

 Approval **Denial**

#15 Parcel ~~2~~

2007	104,300	Equalized Value
2008	106,700	
2009	105,700	
2010	100,500	
2011	96,500	
2012	86,100	
2013	83,100	assessed

2012-2014 NEW GRANT FUNDS

PORTAGE # 15 *opt 2/2*

SCENARIO FOR DISCUSSION/APPROVAL

Homeowner's current Fair Market Value of the home	\$86,100.00
Homeowner's Current Mortgage is	\$115,593.00
Homeowner equity of	-\$29,493.00

Repairs that are needed on the home are as follows:

Windows

Kitchen Ceiling repair

Replace Roof

Gutters and Downspouts

Take Chimney down and power vent out sidewall

Doors

Insulate attic and side walls

Ductwork

Railing

Siding

Total Cost for Rehabilitation is	\$24,251.00
----------------------------------	-------------

Inspection costs	300.00
------------------	--------

Title Search	45.00
--------------	-------

Filing Fee	30.00
------------	-------

Total Project Cost	\$24,626.00
---------------------------	--------------------

30% of Total Repair Cost is Equity to home	\$7,275.00
--	------------

54,119.00 Repair Negative equity

7,275.00

46,844.00 Negative Equity

Homeowners have lived in the house for 7 years and are not planning to move.

_____ Approval

_____ Denial

_____ Date

2012-2014 NEW GRANT FUNDS
 PORTAGE # 20 *opt 1/2*
SCENARIO FOR DISCUSSION/APPROVAL

Homeowner's current Fair Market Value of the home	\$87,800.00
Homeowner's Current Mortgage is	\$104,224.00
Homeowner equity of	-\$16,424.00

If only the following repairs are done on the house it would still meet Decent, Safe and Sanitary are as follows:

Smoke Detector

Trusses for Roof

Roof

Bathroom Repairs

Attic Insulation

Repair Dormer on home

Total Cost for Rehabilitation is	\$13,719.00
----------------------------------	-------------

Inspection costs	300.00
------------------	--------

Title Search	45.00
--------------	-------

Filing Fee	30.00
------------	-------

Total Project Cost	\$14,094.00
---------------------------	--------------------

30% of Total Repair Cost is Equity to home	\$4,228.00
--	------------

16,424.00 Negative equity

14,094.00 Repair Negative equity

4,228.00 Repair Equity to the home after rehab

26,290.00 Negative Equity

Homeowners have lived in the house for 4 years.

 Approval Denial

<i>#20</i>		
2007	112,900	<i>Equalized Value</i>
8	109,200	
9	103,000	
10	109,200	
11	103,300	
12	87,800	
13	85,600 assessed	

2012-2014 NEW GRANT FUNDS
 PORTAGE # 20 *opt 2/2*
SCENARIO FOR DISSCUSION/APPROVAL

Homeowner's current Fair Market Value of the home	\$87,800.00
Homeowner's Current Mortgage is	\$104,224.00
Homeowner equity of	-\$16,424.00

Repairs that are needed on the home are as follows:

* Windows	
✓ Smoke Detector	
✓ Trusses for Roof	
✓ Roof	
* Soffit and Fascia	
* Gutters and Downspouts	
* Doors, Kitchen Door	
* Kitchen Floors	
✓ Bathroom Repairs	
✓ Attic Insulation	
✓ Repair Dormer on home	
Total Cost for Rehabilitation is	\$23,637.00
Inspection costs	300.00
Title Search	45.00
Filing Fee	30.00
Total Project Cost	\$24,012.00
30% of Total Repair Cost is Equity to home	\$7,204.00

16,424.00 Negative equity
24,012.00 Repair Negative equity
7,204.00 Repair Equity to the home after rehab
 33,232.00 Negative Equity

Homeowners have lived in the house for 4 years.

_____ **Approval** _____ **Denial** _____ **Date**

2012-2014 NEW GRANT FUNDS
 PORTAGE # 22 *opt 1/2*
SCENARIO FOR DISCUSSION/APPROVAL

Homeowner's current Fair Market Value of the home	\$111,600.00
Homeowner's Current Mortgage is	\$133,943.00
Homeowner equity of	-\$22,343.00

If only the following repairs are done on the house it would still meet Decent, Safe and Sanitary are as follows:

Roof	
Soffit and Fascia	
Gutters and Downspouts	
Attic Insulation	
Hole in Living room ceiling	
Total Cost for Rehabilitation is	\$13,256.00
Inspection costs	300.00
Title Search	45.00
Filing Fee	30.00
Total Project Cost	\$13,631.00
30% of Total Repair Cost is Equity to home	\$4089.00

22,343.00 Negative equity
13,631.00 Repair Negative equity
4089.00 Repair Equity to the home after rehab
 31,885.00 Negative Equity

Homeowners have lived in the house for 7 years. There is a hole in the living room ceiling for water leaking from roof and one of the home owners is disabled this would be consider an emergency situation.

Approval Denial

2007	134,000	Equalized Value
8	134,900	
9	134,000	
10	123,300	
11	122,600	
12	111,600	
13	107,800	assessed

2012-2014 NEW GRANT FUNDS
PORTAGE # 22 *opt 2/2*
SCENARIO FOR DISCUSSION/APPROVAL

Homeowner's current Fair Market Value of the home	\$111,600.00
Homeowner's Current Mortgage is	\$133,943.00
Homeowner equity of	-\$22,343.00

Repairs that are needed on the home are as follows:

- * Windows
- * Living Room Ceiling repair
- ✓ Replace Roof
- ✓ Gutters and Downspouts
- ✓ Soffit and Fascia
- ✓ Insulate attic and side walls

Total Cost for Rehabilitation is	\$19,096.00
Inspection costs	300.00
Title Search	45.00
Filing Fee	30.00
Total Project Cost	\$19,471.00
30% of Total Repair Cost is Equity to home	\$5,841.00

41,814.00 Repair Negative equity
5,841.00
35,973.00 Negative Equity

Homeowners have lived in the house for 7 years and are not planning to move.

_____ **Approval** _____ **Denial** _____ **Date**



Statewide Services, Inc.

Claim Division

1241 John Q. Hammons Dr.
P.O. Box 5555
Madison, WI 53705-0555
877-204-9712

November 4, 2013

City of Portage
115 W Pleasant Street
Portage, WI. 53901

Attention: Rebecca Ness

RE: Our Claim #: WM000112710051
Place of Incident: HWY 16 and Wisconsin Street Portage, WI.
Claimant: Dustin Cooper
20313 O'Connell Street
Fox Lake, WI. 53933

Dear Ms. Ness:

Statewide Services, Inc. administers the claims for the League of Wisconsin Municipalities Mutual Insurance and through which the City of Portage is insured. We are in receipt of the claim submitted by Dustin Cooper.

We have reviewed the matter and recommend that the City of Portage deny this claim pursuant to the Wisconsin statute for disallowance of claim 893.80(1g). The disallowance will shorten the statute of limitations period to six (6) months.

This claim arises out of property damage to Mr. Cooper's vehicle that occurred on October 10, 2012 at HWY 16 and Wisconsin Street in Portage, WI. As you know, LMS was doing road work on behalf of the City of Portage and allegedly left a large hole on roadway and Mr. Cooper hit it. We find no liability on behalf of the City and recommend you disallow this claim.

Please let us know if you have any questions.

Very truly yours,

Lois Reynolds
Statewide Services Inc.
PO Box 5555
Madison, WI. 53711
855-828-5514
Fax 866-828-6612
lreynolds@statewidesvcs.com

City of Portage
Accident Investigation Form
(Liability & Property Claims)

Type of Claim:

Bodily Injury Property Damage Property Loss

Date of Report: 10-11-12 Submitted by: _____

Date of Accident: 10-10-12 Time of Accident: 6:15 AM PM

Date Accident Reported: 10-10-12 To Whom Reported: City of Portage

Location (Address) of Accident: Hwy 16 / Wisconsin Street

Owner of Premises Where Accident Occurred: _____

Occupant of Premises Where Accident Occurred: _____

Describe fully how accident occurred: I was driving down the road, noticed what appeared to be a small bump in the road. Continued driving and went over the "bump" more as a huge hole. Continued driving and noticed a fairly good wobble & shake to my front right side. I arrive

Witnesses (Name, Address & Phone)

- 1) Aaron Mickelson (608) 438-6017
- 2) JOSH WALKER BOTH EMPLOYED @
- 3) _____ Columbia Correctional

Injured Person:

Name: _____ Address: _____

Nature of Injury: No injuries

Attended by: _____

Property Damage:

Name of Owner: Dustin Cooper Address: 20313 O'CONNELL ST. FOX LAKE WI 53933

Nature of Damage: ruined my alignment, bent/ruined my "ENKIE" wheel

Estimated Cost of Repair: \$350.00 - \$450.00

Comments: HAVE PICTURES UP REQUEST. ALSO: I DID NOT SEE ANY WARNINGS OF THE ROAD BEING DAMAGED IF THERE WAS. I WASN'T VISIBLE DUE TO IT BEING DARK

Signature of Person Submitting Report: [Signature] Date: 10-11-12

City of Portage
Accident Investigation Form
(Liability & Property Claims)

Type of Claim:

Bodily Injury Property Damage Property Loss

Date of Report: _____ Submitted by: _____

Date of Accident: _____ Time of Accident: _____ AM / PM

Date Accident Reported: _____ To Whom Reported: _____

Location (Address) of Accident: _____

Owner of Premises Where Accident Occurred: _____

Occupant of Premises Where Accident Occurred: _____

Describe fully how accident occurred: to my destination, checked the exterior of my 2012 MAZDA speed 3. Noticed my front right rim "Enkie" wheel was flared out and pressed down toward the main base of wheel. I had to put stock wheels back on due to the damage that

Witnesses (Name, Address & Phone) had occurred. My alignment is also messed up. Aaron Mickelson, the passenger in my car that morning hit his head on the roof of my car (pretty much came belly out of his seat.

1) _____
2) _____
3) _____

Injured Person:
Name: _____ Address: _____

Nature of Injury: _____

Attended by: _____

Property Damage:
Name of Owner: _____ Address: _____

Nature of Damage: _____

Estimated Cost of Repair: _____

Comments: _____

Signature of Person Submitting Report: _____ Date: _____

Statewide Services, Inc.

Claim Division

1241 John Q. Hammons Dr.
P.O. Box 5555
Madison, WI 53705-0555
877-204-9712

October 15, 2013

City of Portage
115 West Pleasant Street
Portage, WI. 53901
Attn: Rebecca Ness

Program: League of Wisconsin Municipalities Mutual Insurance

Our Insured: City of Portage

Date of loss: 9/11/2013

Our Claim # WM000112710069

Claimant: Joseph Pacheco
307 E Carroll Street
Portage, WI. 53901

Dear Ms. Pacheco,

Statewide Services, Inc. Claims administers the claims for the League of Wisconsin Municipalities Mutual Insurance, the liability insurer for the City of Portage. We are in receipt of the claim submitted by Mr. Pacheco for damage to his automobile.

We have reviewed the matter and recommend that the City of Portage deny this claim pursuant to the Wisconsin statute for disallowance of claim 893.80(1g). The disallowance will shorten the statute of limitations period to six (6) months. The basis of this denial is because the City of Portage is not responsible for him hitting a pillar while dropping off books at the new drop box.

Please submit the disallowance directly to the claimant at the above address. The disallowance should be sent certified or registered mail and must be received by the claimant within 120 days after you receive Notice of Claim. Please send a copy of the disallowance to Statewide Services Inc. Claims.

Sincerely,
Lois Reynolds
PO Box 5555
Madison, WI. 53705-0555
855-828-5514
lreynolds@statewidesvcs.com

CC: Phil Burkart

City of Portage
Accident Investigation Form
(Liability & Property Claims)

Type of Claim:

Bodily Injury Property Damage Property Loss

Date of Report: 11 OCT 13 Submitted by: Joseph L. Pacheco

Date of Accident: 11 SEP 13 @ 0700 Time of Accident: 0700 AM / PM

Date Accident Reported: 18 SEP 13 @ 1302 To Whom Reported: Shannon M. Schultz

Location (Address) of Accident: Portage Public Library

Owner of Premises Where Accident Occurred: City of Portage / Public Library

Occupant of Premises Where Accident Occurred: Joseph L. Pacheco

Describe fully how accident occurred: See attachment #1

Witnesses (Name, Address & Phone)

1) See attachment #1

2) _____

3) _____

Injured Person:

Name: N/A Address: N/A

Nature of Injury: N/A

Attended by: N/A

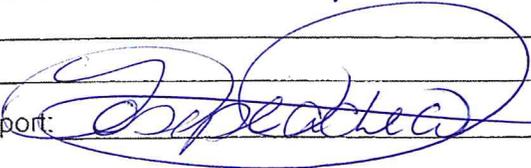
Property Damage:

Name of Owner: Joseph L. Pacheco Address: 307 E. Carroll St. Portage

Nature of Damage: Driver Side Left Front Corner Impact

Estimated Cost of Repair: \$1686.28 see attachment #2

Comments: See attachment #1

Signature of Person Submitting Report: 

Date: 11 OCT 13

Explanation of Accident:

On the morning of September 11, I was returning some books for my wife. I drove up to the drop box I had used many times before, but noticed that it was now closed and had a sign on it which read "Drive through box now open". So I proceeded to drive in the alley where the new box was located.

As I was approaching the drop box, I tried to pull in to get close so I wouldn't have to leave my vehicle because it was my understanding from the sign on the original drop box that this was a drive-through drop box. I tried to maneuver my car in such a way to get as close as I could to the drip box. As I was turning the car to get close to the furthest yellow pillar, my car hit the pillar. I pulled back away from the pillars and got out to look at the damage. The driver side was damaged and paint was left on the pillar. I immediately called my wife to tell her what had happened.

Explanation in delaying this incident:

From the original date of the incident, I first had to get an estimate. Once I got the estimate, I needed to find out who to contact at the Library. I was given Shannon Schultz's name. I called her on September 18, and waited for her to return my call. On September 23, after a 2nd attempt that day, I was able to contact her and we scheduled an appointment for the next day at 10:00 A.M.. At that meeting, we discussed what had happened and at the conclusion of the meeting, she informed me that she would contact her insurance and see what the next step would be. She also took a copy of the estimate for repairs at that time. I then proceeded to call her again on Oct 2, because I hadn't heard from her yet. On Friday, October 4, I received the enclosed letter.

At this time, I am including a picture of the damage to my car.

I appreciate your time in this matter.

Sincerely,



Joseph L. Pacheco

attachment #1



**CONTRACT FOR
WISCONSIN HAZARDOUS MATERIALS
RESPONSE SYSTEM SERVICES**

JULY 1, 2013 THROUGH JUNE 30, 2015

Between

**STATE OF WISCONSIN
DEPARTMENT OF MILITARY AFFAIRS
DIVISION OF EMERGENCY MANAGEMENT**

And

**CITY OF MADISON, WISCONSIN
CITY OF LA CROSSE, WISCONSIN
CITY OF PORTAGE, WISCONSIN
GRANT COUNTY, WISCONSIN
ROCK COUNTY, WISCONSIN
VERNON COUNTY, WISCONSIN
ALSO COLLECTIVELY REFERRED TO AS THE
SOUTHWEST WISCONSIN HAZARDOUS MATERIALS TASKFORCE**



DATE: July 17, 2013

**CONTRACT FOR WISCONSIN HAZARDOUS MATERIALS
RESPONSE SYSTEM SERVICES**

1.0 General Contract Information

1.1 **Parties:** This contract is between the State of Wisconsin, Department of Military Affairs, Division of Emergency Management (hereinafter "Division") and the City of Madison, the City of La Crosse, Columbia County, Grant County, Rock County, and Vernon County, Wisconsin also collectively referred to as the Southwest Wisconsin Hazardous Materials Taskforce (hereinafter "Contractor") for the provision of Wisconsin Hazardous Materials Response System services as described herein and authorized under 1991 Wisconsin Act 104, as codified in §323.70 of the Wisconsin Statutes and as further amended.

1.2 **Recitals:** WHEREAS, in order to protect life and property against the dangers of emergencies involving Level A releases, the Division may assign and make available for use in any county, city, village, or town, a hazardous materials response system.

WHEREAS, the Division desires to enter into this Agreement to establish Contractor as part of the Wisconsin Hazardous Materials Response System, and Contractor desires to be so designated and to enter into this Agreement.

HOWEVER, the parties expressly recognize and attest by this Agreement that neither party intends to create or to assume fiduciary responsibilities to provide for the containment, cleanup, repair, restoration and investigation of the environment (air, land and water) in a Hazardous Substance Incident, which named responsibilities are and shall remain the sole obligations of the Wisconsin Department of Natural Resources under §§292.11 and 323.60(4), Wis. Stats.

1.3 **Contract Term:** This Agreement shall continue for two years commencing July 1, 2013 through June 30, 2015.

2.0 Definitions

2.1 **Definitions:** The following definitions are used throughout this Agreement:

Agreement means this Contract, together with the Exhibits. Exhibits include the following:

- Exhibit A Standard Terms and Conditions (Request for Bids/Proposals)
DOA-3054 Form
- Exhibit B Southwest Wisconsin Hazardous Materials Taskforce Budget

- Exhibit C Map of Wisconsin Hazardous Materials Response System
Exhibit D Certificate of Protection in Lieu of an Insurance Policy, as applicable.

State means the State of Wisconsin.

Department means the State of Wisconsin, Department of Military Affairs.

Division means the Division of Emergency Management.

Contractor means the City of Madison, the City of La Crosse, Columbia County, Grant County, Rock County, and Vernon County, Wisconsin also collectively referred to as the Southwest Wisconsin Hazardous Materials Taskforce by which hazardous materials response service or services to Level A releases will be performed under this Agreement. Under §323.70(2), Stats., the Division may only contract with a local agency.

Emergency means a situation which presents an imminent risk to public health, safety and/or the environment.

Hazardous Materials Response System Taskforce means one of four (4) Taskforces located throughout the State and comprised of Type I, Type II, and Type III hazardous materials teams.

Incident means any actual or imminent threat of release, rupture, fire or accident that results, or has the potential to result, in the loss or escape of a hazardous material into the environment.

Level A Release means a release that meets the specifications under §323.02(11) of the Wisconsin Statutes.

Level B Release means a release that meets the specifications under §323.02(12) of the Wisconsin Statutes.

Local Agency means an agency of a county, city, village, or town, including a municipal fire department.

Responsible Party means any person, as defined in s. 299.01 (10), Stats., or 42 USC 9607(a), who is responsible for the emergency involving a release or potential release of a hazardous substance under s. 323.70 (4) or 323.71 (4), Stats., or a person who is found to have abandoned containers, as defined under s. 292.41 (1), Stats., that are releasing or discharging a hazardous substance to which a response team was called to respond.

Type I Hazardous Materials Team includes all Type II and Type III Level A release response capabilities, plus the self-sufficient ability to make entry to and the capability to respond to Weapons of Mass Destruction (WMD) and Chemical, Biological, Radiological, Nuclear, and Explosive (CBRNE) incidents.

Type II Hazardous Materials Team includes all Type III Level A release response capabilities plus the analysis of unknown substances and the capability to make entry to an unknown substance response with the proper number of personnel.

Type III Hazardous Materials Team includes response capabilities to all known chemicals and fuels plus the ability to perform mitigation operations and the capability to make entry for Level A releases and known substances with the proper number of personnel.

Wisconsin Hazardous Materials Response System means the four (4) tiered

hazardous materials response Taskforces comprised of fire departments chosen by the Division to provide Level A hazardous materials response that meets the standards under 29 CFR 1910.120 and/or 29 CFR 1910.134(f), NFPA 472 and 1582, IS 700, ICS 100, 200, 300 and 400, and Wisconsin Firefighter 1.

3.0 Statement of Work

- 3.1 Services to be provided by Contractor:** During the term of this Agreement, the Contractor agrees to provide hazardous materials response system services to Level A releases through the use of designated Type I, Type II, and Type III Hazardous Materials Teams making up four (4) Taskforce areas throughout the State of Wisconsin as described in Exhibit C, attached hereto and incorporated by reference herein. This Agreement does not include response to Type IV incidents which are locally-defined and handled by the authority having jurisdiction.

Contractor's response activities under this Agreement shall be limited to emergency operations, reporting and documentation of activities arising from hazardous materials releases/incidents which threaten life, property and/or the environment. Contractor shall not provide under this Agreement any services with respect to the sampling, testing, analysis, treatment, removal, remediation, recovery, packaging, monitoring, transportation, movement of hazardous materials, cleanup, storage and disposal of hazardous materials except as these may be reasonably necessary and incidental to preventing a release or threat of release of a hazardous material or in stabilizing the emergency response incident, as determined by the Contractor.

Contractor shall establish safety perimeters at or near sites and vessels. Contractor shall not be required to locate underground utilities, insure appropriate traffic control services, conduct hydrological investigations and analysis, or provide testing, removal and disposal of underground storage tanks at or near the emergency response incident to which the Contractor is dispatched.

The Division and Contractor make no representations to third parties with regard to the ultimate outcome of the hazardous materials services to be provided, but Contractor shall respond to the best of its abilities, subject to the terms of this Agreement.

- 3.2 Performance Conditions:** Contractor acknowledges that prior to undertaking any emergency response activity under this Agreement, Contractor shall receive written approval from the Division to proceed with response activities. A Contractor that has previously been providing services under a Regional hazardous Materials Contract with the Division is considered to have received written approval to proceed with response activities. Division approval shall be conditioned upon the Contractor demonstrating to the Division that its employees, equipment, and vehicles meet or exceed applicable regulatory requirements.

- 3.3 **Personnel:** Contractor shall provide an adequate number of trained, medically monitored, competent, and supervised personnel as established by the Division and as is reasonably necessary to operate within the safety levels of the Wisconsin Hazardous Materials Response System. Contractor shall meet the standards under 29 CFR 1910.120 and/or 29 CFR 1910.134(f), NFPA 472 and 1582, IS 700, ICS 100, 200, 300 and 400, and Wisconsin Firefighter 1.
- 3.4 **Vehicles and Equipment:** Contractor shall limit its activities to that which can be safely accomplished within the technical limitations of the available vehicles and equipment. Contractor may use equipment and vehicles provided by the Division for Contractor's local use, however, Contractor agrees that in the event of multiple responses, said equipment which is already not committed to a prior response shall be used on a priority basis to respond to a hazardous materials release. Contractor shall provide the Division with a current listing of its equipment assets including the manufacturer, date of purchase, and calibration requirements.
- 3.5 **Vehicle and Equipment Use Limitations:** This Agreement in no way limits the Contractor from responding with Division-provided vehicles, equipment, and supplies under local authority, mutual-aid agreements, or other contracts under local authority.
- 3.6 **Response Procedures and Limitations:** Contractor recognizes that its obligations under this Agreement are paramount to the State of Wisconsin. Contractor agrees that if local fire response obligations in Contractor's own jurisdiction create limits or unavailable resources, Contractor will seek aid from local jurisdictions to assist in local fire response obligations in Contractor's own jurisdiction.

Contractor's obligation to provide services hereunder shall arise, with respect to specific response actions, upon receipt of an emergency response request pursuant to mutually approved Standard Operating Guidelines provided in Subsection 3.8 herein. These guidelines will be maintained in a mutual aid support system that will be used to assess readiness.

- 3.7 **Right of Refusal:** If, on occasion, a response under this Agreement would temporarily place a verifiable undue burden on the Contractor because Contractor's resources are otherwise inadequate or unavailable and mutual aid is unavailable for a hazardous materials response within the State, then if notice has been provided to the Division, the Contractor may decline a request for hazardous material response system services.
- 3.8 **Standard Operating Guidelines:** Contractor and Division agree that hazardous materials response system operations will be conducted in accordance with Wisconsin Hazardous Materials Response System Operations Plan, and "Call Out

Procedure" that will be mutually approved by the parties to this Agreement.

- 3.9 Mutual Aid Box Alarm System (MABAS):** Contractor is highly encouraged to participate in the MABAS-WI program. At a minimum and absent MABAS-WI participation, Contractor will be qualified and credentialed under all NIMS standards for hazardous materials.
- 3.10 Standardized Equipment Reports:** In order to prepare, plan, and respond to the dangers of emergencies involving Level A releases, the Division shall require standardized equipment purchases and inventory for the Wisconsin Hazardous Materials Response System. Contractor shall provide the Division, on a quarterly basis, with a current listing of all hazardous materials equipment assets including but not limited to the manufacturer, date of purchase, and calibration requirements on an electronic spreadsheet developed by the Division. The Division will input Contractor's equipment inventory list including vendor information on the Division's secure E-Sponder® website located at <https://secure.wiesponder.com/>, or equivalent. The quarterly Standardized Equipment Reports shall be provided to the Division no later than thirty (30) days after the end of each quarter. Failure to submit timely Standardized Equipment Reports may result in the withholding of quarterly payments under this Agreement.
- 3.11 Operating Expenditure Reports:** In order to prepare, plan, and respond to the dangers of emergencies involving Level A releases, the Division shall collect standardized operating expenditure information from Contractor including but not limited to wages and stipend costs. Contractor shall provide the Division, on a biannual basis, with a current listing of its hazardous materials team operating expenditures on an electronic spreadsheet developed by the Division. The Division will input Contractor's operating expenditures on the Division's secure E-Sponder® website located at <https://secure.wiesponder.com/>, or equivalent. The quarterly Operating Expenditure Reports shall be provided to the Division no later than thirty (30) days after the end of each reporting period. Failure to submit timely Operating Expenditure Reports may result in the withholding of quarterly payments under this Agreement.
- 3.12 Hazardous Materials Assist and Response Quarterly Reports:** In order to prepare, plan, and respond to the dangers of emergencies involving Level A releases, the Division shall collect accurate, actual, and standardized hazardous materials assist and response data from State Fiscal Year 2007/08 to present. On or before October 15, 2013, Contractor shall provide the Division with an updated listing of all regional hazardous materials assist and response data from July 1, 2007 through June 30, 2013. Further, Contractor shall continue to provide the Division, on a quarterly basis, with a current listing of all hazardous materials assist and response data. The Division will input Contractor's assists and response data on the Division's secure E-Sponder® website located at <https://secure.wiesponder.com/>, or equivalent. The quarterly Hazardous Material

Assist and Response Reports shall be provided to the Division no later than thirty (30) days after the end of each quarter. Failure to submit timely Hazardous Material Assist and Response Reports may result in the withholding of quarterly payments under this Agreement.

- 3.13 Wisconsin Hazardous Material Response System Member Rosters:** Under Subsection 4.12 herein, members of the Wisconsin Hazardous Materials Response System are considered state employees for Worker's Compensation purposes. It is paramount that the Division has a current listing of all members in order to assure coverage. Contractor shall provide the Division, on a quarterly basis, with a current listing of its members on an electronic spreadsheet developed by the Division. Failure to submit timely Member Rosters may result in the withholding of quarterly payments under this Agreement.

4.0 Contractor Annual Allocation, Reimbursement, and Grants

There are two types of Contractor funding under this Agreement: (1) Annual Allocation based on the Type I, Type II or Type III Level A release capabilities provided by designated Contractor and (2) Team Response Costs. Each of these is discussed more fully below.

- 4.1 Annual Allocation and Quarterly Payments:** As provided under §323.70(2) of the Wisconsin Statutes, Contractor will be subsidized annually, commencing 7/1/2013 and for State Fiscal Years 2013/14 through 2014/15, under this Agreement for its approved Annual Allocation as described in "Exhibit B", attached hereto and incorporated by reference herein. The payments shall be made to Contractor on a quarterly basis. Funding amounts will be based by Type I, Type II, and Type III Hazardous Materials Team designation. The Annual Allocation is intended to covers costs for the proper number of trained personnel per shift depending on the type of response, a stipend per response system member as well as baseline, maintenance, and exit physicals for each response system member. Said Quarterly Annual Allocation payments to Contractor shall be made from the appropriation account under §20.465(3)(dd) of the Wisconsin Statutes.
- 4.2 Annual Allocation Expenditures:** It is the intent of the Division that funds allocated under Subsection 4.1 of this Agreement shall supplement existing, budgeted monies of the Contractor to provide the services specified herein and may not be used to replace, decrease or release for alternative purposes the existing, budgeted monies of or provided to the Contractor.

Further, the Division intends that funds allocated under Subsection 4.1 of this Agreement shall not be used by the local agency to supplement, offset, replace, decrease or release any budgetary obligations for other municipal departments not directly connected or attached to Contractor.

4.3 **Team Response Costs and Reimbursement:** Pursuant to §323.70(3) of the Wisconsin Statutes, Contractor shall be reimbursed for reasonable and necessary team response costs incurred in responding to a Level A release under this Agreement. Such team response costs may include, but are not limited to:

(1) Reimbursement for use of Vehicle(s) and Apparatus: Contractor shall be reimbursed for the approved use of its vehicles and equipment at FEMA-established rates.

(2) Personnel Expenses: Contractor's team response personnel expenses which are approved and authorized under this Agreement are reimbursable at the rates described as follows:

a) For full-time fire departments, at the actual cost of personnel expenses.

b) For part-time and volunteer fire departments or team personnel, at the average over-time hourly rates for the three geographically-nearest full-time fire departments.

Team response personnel expenses shall be billed to the nearest one-fourth (1/4) hour work period. Personnel expenses may reflect replacement personnel costs and indirect charges/costs for wage, fringe, death and duty disability retirement benefits.

(3) Emergency Expenses: Contractor's necessary and reasonable emergency expenses related to services rendered under this Agreement are reimbursable. All such expenses must be based on actual expenditures and fully documented by the Contractor. The Division reserves the right to deny any reimbursement of unjustifiable Contractor expenditures.

Pursuant to §323.70(3) Wis. Stats., Contractor shall be reimbursed by the Division for its necessary and reasonable emergency response costs and expenses related to services rendered under this Agreement.

Such reimbursable team response costs shall be limited to amounts collected by the Division pursuant to §323.70(4), Wis. Stats. and, under certain conditions, pursuant to the amounts appropriated under §20.465(3)(dr), Stats. Contractor shall be reimbursed by the Division in accordance with Subsections 4.5 and 4.6 herein.

4.4 **Training Costs:** In addition to the Annual Allocation, funding may be available to Contractor through the Division's training and equipment grants. Applications shall be made via "E-Grant" and will be available to Contractor based upon need. The Division makes no representations that funding will be available to all parties.

- 4.5 **Standard Equipment Purchases and Cache:** It is the intent of the Division to standardize equipment purchases for the Wisconsin Hazardous Materials Response System. Contractor shall provide the Division with a current listing of its equipment assets including the manufacturer, date of purchase, and calibration requirements. The Division will develop a standardized equipment list including vendor information.

Contractor may make equipment purchase requests to the Division by submitting an "E-Grant" request with supporting documentation. The Division makes no representations that funding will be available to all parties.

It is the intent of the Division to develop and maintain an equipment cache. When developed, Contractor may borrow specific equipment from the equipment cache in the event of an equipment failure requiring repair of Contractor's equipment.

- 4.6 **Direct Collection of Team Response Costs by Contractor:** In addition to Division reimbursement addressed in Subsections 4.2 herein, Contractor may elect to collect team response costs directly from the Responsible Party(s) and/or seek reimbursement for local agency response pursuant to §323.71 of the Wisconsin Statutes.

- 4.7 **Where No Responsible Party Can Be Identified or the Responsible Party is Unable to Pay Team Response Costs:** As previously mentioned in Subsection 4.3 and upon the election of Contractor, the Division shall bill the party(s) responsible for causing the hazardous materials emergency for total emergency response costs. Where there is no identifiable Responsible Party, or if the Responsible Party is unable to pay, the Division agrees to reimburse Contractor's Team response costs from the emergency response supplement created under §20.465(3)(dr), Stats., only if the hazardous materials response team has made a good faith effort to identify the person responsible under §323.70(3), Stats., and that person cannot be identified, or, if that person is identified, the team has received reimbursement from that person to the extent that the person is financially able or has determined that the person does not have adequate money or other resources to reimburse the hazardous material response team. To seek Division reimbursement from the emergency response supplement created under §20.465(3)(dr), Stats., Contractor must comply with all Division-approved reimbursement procedures and/or duly enacted Administrative Rule(s) as well as the billing system requirements provided under Subsection 4.9 herein.

- 4.8 **Minimum Contract Subsidy:** This Agreement shall have a minimum contract Annual Allocation for State Fiscal Years 2013/14 through 2014/15 as described in "Exhibit B" to this Agreement. The Division certifies that sufficient funds are available and authorized within the Division's current appropriation or limitation. The minimum contract Annual Allocation does not, however, include Contractor's team response costs as specified in Subsection 4.3 of this Agreement.

No additional Contractor subsidy or reimbursement shall be paid or any additional demands placed on Contractor under this Agreement unless otherwise specifically agreed to by the Division and the Contractor, and upon written amendment to this Agreement. The Division's reimbursement(s) shall be full payment for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work authorized under this Agreement. Acceptance of payment by the Contractor shall operate as a release of the Division of all claims by Contractor for reimbursement of team response costs except where partial payment has been made due to limitations of the Division funds under §323.70(3), the amounts appropriated under §20.465(3)(dr) and subject to further payment as set forth above.

4.9 Billing System for Division Reimbursement of Team Response Costs:

Contractor will provide an estimate of team response costs to the Division within ten (10) working days of the response. If the Contractor seeks Division reimbursement under §323.70(3), or from the emergency response supplement created under §20.465(3)(dr), Wis. Stats., Contractor shall file a Notice of Intent with the Division for response costs within thirty (30) days of the response. The Division will not bill responsible parties or reimburse Contractor from the emergency response supplement created under §20.465(3)(dr), Stats., unless it receives an invoice from the Contractor. Contractor's claim for reimbursement shall contain such documentation as is necessary to support the Division's cost-recovery operations and financial audits. The Division agrees to bill responsible parties for team response costs and may bill for the total emergency response costs. Team response costs include such items as vehicle and equipment use, expendables and personnel costs. In addition, team administrative costs may be billed as part of the emergency costs.

The Division shall bill identified Responsible Party(s) within thirty (30) days of receipt of Contractor's invoice. Contractor's team response costs shall be collected by the Division from the Responsible Party(s) before payment is made to the Contractor. Thereafter, if the Division successfully recovers payment from the Responsible Party(s) it shall first be used to pay the Contractor's team response costs, if these have not been paid in their entirety, then applied to the Division's administrative costs. Any remaining funds will be used to pay emergency response costs as billed. Contractor agrees to cooperate with the Division as is reasonable and necessary in order to allow the Division to bill third parties and pursue cost recovery actions.

If a disputed billing is resolved in favor of the responsible party(s), then the Contractor shall not be required to reimburse the Division for payments previously made.

Where there is no identifiable Responsible Party, or if the Responsible party is

unable to pay, the Division agrees to reimburse the Contractor's team response costs from the emergency response supplement created under §20.465(3)(dr), Stats., within thirty (30) days of receipt of Contractor's invoice and complete documentation. Contractor's claim for reimbursement from the emergency response supplement created under §20.465(3)(dr), Stats., shall contain such documentation as is necessary to support the Contractor's good faith effort to identify the Responsible party or to collect response costs from a Responsible Party(s) that is unable to pay. Further, Contractor shall comply with all Division-approved reimbursement procedures and/or duly enacted Administrative Rule(s).

- 4.10 **Approval:** Contractor, when acting under this Agreement, may not respond without following the Division-approved "Call Out Procedure". Granting of response approval by the Division of Emergency Management's Duty Officer constitutes the Division's agreement to pay Contractor's team response costs under §323.70(3), Wis. Stats. Contractor agrees to make reasonable and good faith efforts to minimize Responsible Party and/or Division expenses.
- 4.11 **Retirement System Status and Tax Payments:** Contractor and its employees are not entitled under this Agreement to Division contribution for any Public Employees Retirement Withholding System benefit(s). Contractor shall be responsible for payment/withholding of any applicable federal, Social Security and State taxes.
- 4.12 **Worker's Compensation:** A member of the Wisconsin Hazardous Materials Response System who is acting under the scope of this Agreement is an employee of the State for purposes of Worker's Compensation under §323.70(5) of the Wisconsin Statutes.
- 4.13 **Payment of Contractor's Obligations:** Contractor agrees to make payment promptly, as just, due and payable to all persons furnishing services, equipment or supplies to Contractor. If Contractor fails, neglects or refuses to pay any such claims as they become due and for which the Division may be held liable, the proper officer(s) representing the Division, after ascertaining that the claims are just, due and payable, may, but shall not be required to, pay the claim and charge the amount of the payment against funds due Contractor under this Agreement. The payment of claims in this manner shall not relieve Contractor of any duty with respect to any unpaid claims.
- 4.14 **Dual Payment:** Contractor shall not be compensated for work performed under this Agreement by any state agency or person(s) responsible for causing a hazardous materials emergency except as approved and authorized under this Agreement.

5.0 Liability and Indemnity

- 5.1 **Scope:** During operations authorized by this Agreement, Contractor and members of the Wisconsin Hazardous Materials Response System shall be agents of the State and protected and defended against tort liability under §323.41, Wis. Stats. For purposes of §895.46(1), Stats., members of the Wisconsin Hazardous Materials Response System shall during authorized operations be considered agents of the State and the State will indemnify Contractor as required under §895.46(1), Stats. For purposes of this section, operations means activities, including travel, directly related to a particular emergency response involving a hazardous material response/incident by a hazardous materials response system team. Operations also include specialized training activities provided under this Agreement to the members of a hazardous materials response system team, but does not include travel to and from the training.
- 5.2 **Civil liability exemption; hazardous material and local emergency response team:** Under §895.483 Wis. Stats., 1) a hazardous material emergency response team, a member of such a team, and a local agency, as defined in §323.70(1)(b), that contracts with the Division for the provision of a hazardous material response team, are immune from civil liability for acts or omissions related to carrying out responsibilities under a contract under §323.70(2); 2) a local emergency response team, a member of such a team, and the county, city, village or town that contracts to provide the emergency response team to the county, are immune from civil liability for acts or omissions related to carrying out responsibilities pursuant to a designation under §323.61(2m)(e); and, 3) a local emergency planning committee created under §59.07(146)(a)1, Stats., that receives a grant under §323.61 is immune from civil liability for acts and omissions related to carrying out its responsibilities under §323.61.
- 5.3 **Statutory Civil Immunity:** §895.4802 of the Wisconsin Statutes provides that a person is immune from civil liability for good faith acts or omissions related to assistance or advice which the person provides relating to an emergency or a potential emergency regarding either of the following:
- (1) Mitigating or attempting to mitigate the effects of an actual or threatened discharge of a hazardous substance.
 - (2) Preventing or cleaning up or attempting to prevent or clean up an actual or threatened discharge of a hazardous substance.
 - (3) Any hazardous substance predictor or any person who provides the technology to enable hazardous substance predictions to be made is immune from civil liability for his or her good faith acts or omissions in making that prediction or providing that technology.

The good faith of any hazardous substance predictor or any person who provides the technology to make a prediction is presumed in any civil action. Any person who asserts that the acts or omissions under subdivision three (3) above were not made in good faith has the burden of proving that assertion by clear and convincing evidence.

Under §895.4802(3)(c) of the Wisconsin Statutes, statutory civil immunity **does not** extend to acts or omissions which constitute gross negligence, or involves reckless, wanton or intentional misconduct. This is not intended to modify any right or duty under §895.4802, Stats.

Additional terms, definitions and exceptions to this statute are explained in §895.4802 of the Wisconsin Statutes.

Nothing contained herein is intended to limit any immunities and rights of any party available under Wis. Stats. §893.80, which are expressly reserves to the parties.

- 5.4 **Contractor Indemnification of State:** When acting as other than an agent of the Division under this Agreement, and when using the State's or Division's vehicles or equipment, the Contractor shall indemnify, defend and hold harmless the State, Division, its officers, Divisions, agents, employees, and members from all claims, suits or actions of any nature arising out of the activities or omissions of Contractor, subcontractors, its officers, agents, or employees.

6.0 Insurance Provisions

- 6.1 **Public Liability and Property Damage Insurance:** Contractor shall maintain, at its own expense, and keep in effect during the term of this Agreement, commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out this Agreement. Minimum coverage is one million (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations. The State reserves the right to require higher or lower limits where warranted.

If Contractor is self-insured or uninsured, a Certificate of Protection in Lieu of an Insurance Policy shall be submitted to the Division certifying that Contractor is protected by a Self-Funded Liability and Property Program or alternative funding source(s), attached hereto as "Exhibit D". The Certificate is required to be presented prior to commencement of this Agreement.

- 6.2 **Automobile Liability:** Contractor shall obtain and keep in effect automobile liability insurance for all owned, non-owned and hired vehicles that are used in carrying out this Agreement. This coverage may be written in combination with the commercial liability and property damage insurance mentioned in Subsection 6.1.

Minimum coverage shall be one million (\$1,000,000) per occurrence combined single limit for automobile liability and property damage. The State reserves the right to require higher or lower limits where warranted.

If Contractor is self-insured or uninsured, a Certificate of Protection in Lieu of an Insurance Policy shall be submitted to the Division certifying that Contractor is protected by a Self-Funded Liability and Property Program, or alternative funding source(s) attached hereto as "Exhibit D". The Certificate is required to be presented prior to commencement of this Agreement.

- 6.3 **Notice of Cancellation or Change:** Contractor agrees that there shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice to the Division.
- 6.4 **Certificate(s) of Insurance:** As evidence of the insurance coverage required by this Agreement, Contractor shall provide an insurance certificate indicating this coverage, countersigned by an insurer licensed to do business in Wisconsin, covering the period of the Agreement. The insurance certificate is required to be presented prior to commencement of this Agreement.

7.0 Standard Contract Terms, Conditions and Requirements

- 7.1 **Disclosure of Independence and Relationship:** Contractor certifies that no relationship exists between its membership in the hazardous materials response system, the State, or the Division that interferes with fair competition or is a conflict of interest, and no relationship exists between the team and another person or organization that constitutes a conflict of interest with respect to a state contract. The Department of Administration may waive this provision, in writing, if those activities of the Contractor will not be adverse to the interest of the State.

Contractor agrees as part of this contract for services that during performance of this contract, they will neither provide contractual services nor enter into any agreement to provide services to a person or organization that is regulated or funded by the contracting agency or has interests that are adverse to the contracting agency. The Department of Administration may waive this provision, in writing, if those activities of the Contractor will not be adverse to the interests of the State.

- 7.2 **Dual Employment:** §16.417 of the Wisconsin Statutes, prohibits an individual who is a state employee or who is retained as a consultant full-time by a state agency from being retained as a consultant by the same or another agency where the individual receives more than \$5,000 as compensation. This prohibition applies only to individuals and does not include corporations or partnerships.

- 7.3 **Employment:** Contractor will not engage the service of any person or persons now employed by the State, including any department, commission, or board thereof, to provide services relating to this Agreement without the written consent of the employer of such person or persons and the Department of Military Affairs and the Division.
- 7.4 **Conflict of interest:** Private and non-profit corporations are bound by §180.0831 and §181.225 Wis. Stats., regarding conflicts of interest by directors in the conduct of state contracts.
- 7.5 **Recordkeeping and Record Retention:** The Contractor shall establish and maintain adequate records of all expenditures incurred under the Agreement. All records must be kept in accordance with generally accepted accounting principles, and be consistent with federal and state laws and local ordinances. The Division, the federal government, and their duly authorized representatives shall have the right to audit, review, examine, copy and transcribe any pertinent records or documents relating to any contract resulting from this Agreement held by Contractor. The Contractor shall retain all documents applicable to the Agreement for a period of not less than three (3) years after the final payment is made or longer where required by law.
- 7.6 **Team Personnel Removal:** In the event that an individual hazardous materials system member is substantiated to have been negligent or unresponsive to the contractual requirements, the Division, after consultation with Contractor and Contractor's Fire Commission/Board, may recommend the removal of this member from the hazardous material response system. A request by the Division to dismiss an employee shall not constitute an order to discipline or discharge the employee. All actions taken by the system and/or fire department management in regard to employee discipline shall be at the sole discretion of the system and/or fire department management.
- 7.7 **Hold Harmless:** The Division of Emergency Management, the Department of Military Affairs, and the State of Wisconsin shall be held harmless in any disputes the system and/or fire department may have with their employees. This shall include, but not be limited to, charges of discrimination, harassment, and discharge without just cause.
- 7.8 **Termination of Agreement:** The Division and/or Contractor may terminate this Agreement at any time **for cause** by delivering thirty (30) days written notice to the other Party. Upon termination, the Division's liability will be limited to the pro rata cost of the services performed as of the date of termination plus expenses incurred with the prior written approval of the Division. Upon termination, Contractor will refund to the Division within sixty (60) days of said termination all payments made hereunder by the Division to the Contractor for work not completed or not accepted by the Division.

Contractor may terminate this Agreement **at will** by delivering ninety (90) days written notice to the Division. In the event the Contractor terminates this Agreement for any reason whatsoever, it will refund to the Division within sixty (60) days of said termination all payments made hereunder by the Division for its Annual Allocation, under Subsection 4.1, provided to the Contractor for the contract year in which the termination occurs based in proportion to the number of days remaining in the contract year.

The Division may terminate this Agreement **at will** effective upon delivery of written notice to the Contractor, under any of the following conditions:

(1) If Division funding from federal, state, or other sources is not obtained and/or continued at levels sufficient to allow for purchases of the indicated quantity of services, the Agreement may be modified to accommodate a reduction or increase in funds.

(2) If federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement or are no longer eligible for the funding proposed for payments by this Agreement.

(3) If any license or certification required by law or regulation to be held by the Contractor to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.

Any termination of the Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

7.9 **Cancellation:** The State of Wisconsin reserves that right to cancel any contract in whole or in part without penalty due to non-appropriation of funds or for failure of the Contractor to comply with the terms, conditions, and specifications of this Agreement.

7.10 **Prime Contractor and Minority Business Subcontractors:** In the event Contractor subcontracts for supplies and/or services, any subcontractor must abide by all terms and conditions of the Agreement. The Contractor shall be responsible for contract performance whether or not subcontractors are used.

Contractor is encouraged to purchase services and supplies when/if applicable from minority businesses certified by the Wisconsin Department of Development, Bureau of Minority Business Development.

Contractor shall file with the Department of Military Affairs quarterly reports of purchases of such supplies and services necessary for the implementation of this

Agreement.

- 7.11 **Executed Contract to Constitute Entire Agreement:** The contents of the Agreement and its Exhibits, as well as additional terms agreed to, in writing, by the Division and the Contractor shall become a part of the Agreement herein. The written Agreement with referenced Exhibits and attachments shall constitute the entire Agreement and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to, in writing, by the contracting authority.
- 7.12 **News Releases:** News releases pertaining to the negotiation of this Agreement shall not be made without the prior approval of the Division.
- 7.13 **Applicable Law:** This Agreement shall be governed under the laws of the State of Wisconsin. The Contractor and State shall at all times comply with and observe all federal and state laws, local laws, ordinances and regulations which are in effect during the period of this Agreement and which may in any manner affect the work or its conduct.
- 7.14 **Assignment:** No right or duty, in whole or in part, of the Contractor under this Agreement may be assigned or delegated without the prior written consent of the State of Wisconsin.
- 7.15 **Successors in Interest:** The provisions of the Agreement shall be binding upon and shall inure to the benefit of the parties to the Agreement and their respective successors and assigns.
- 7.16 **Force Majeure:** Neither party to this Agreement shall be held responsible for delay or default caused by fire, riots, acts of God and/or war which is beyond that party's reasonable control.
- 7.17 **Notifications:** Contractor shall immediately report by telephone and in writing any demand, request, or occurrence that reasonably may give rise to a claim against the State, its officers, Divisions, agents, employees and members. Such reports shall be directed to:

ATTN: Administrator
Division of Emergency Management
WI Dept. of Military Affairs
PO Box 7865
Madison, WI 53707-7865
Telephone #: (608) 242-3232
FAX #: (608) 242-3247

Copies of such written reports shall also be sent to:

ATTN: Office of General Counsel, WING-LGL
WI Dept. of Military Affairs
PO Box 8111
Madison, WI 53708-8111

- 7.18 **Severability:** If any provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected. The rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- 7.19 **Amendments:** The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of Division and, Contractor.
- 7.20 **Approval Authority:** Contractor's representative(s) certify by their signature herein that he or she, as the case may be, has the necessary and lawful authority to enter into contracts and agreements on behalf of the local government entity.
- 7.21 **Insufficient Funds:** The obligation of the Contractor under this Agreement is contingent upon the availability and allotment of funds by the Division to Contractor and Contractor may, upon thirty (30) days prior written notice, terminate this contract if funds are not available.
- 7.22 **No Waiver:** No failure to exercise, and no delay in exercising, any right, power or remedy, including payment, hereunder, on the part of the Division, State, or Contractor, shall operate as a waiver hereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall effect any event or default other than the event or default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided by the Division, State, or, Contractor, therein. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.
- 7.23 **Construction of Agreement:** This Agreement is intended to be solely between the parties hereto. No part of the Agreement shall be construed to add, supplement, amend, abridge, or repeal existing rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.
- 7.24 **Disparity:** In the event of a discrepancy, difference or disparity in the terms, conditions or language contained in the Agreement and its Exhibits, it is agreed

between the parties that the language in this extended Agreement shall prevail.

Approving Signatures:

ON BEHALF OF THE DIVISION OF EMERGENCY MANAGEMENT (DIVISION)

Dated this 23rd day of July, 2013

A handwritten signature in blue ink, appearing to read "B.M. Satula", written over a horizontal line.

Brian M. Satula, Division Administrator

**On Behalf of the City of Portage
A Municipal Corporation**

Dated this ____ day of _____, 2013

Signature: _____

Printed Name: W. F. Bill Tierney

Title: Mayor

Address: 115 West Pleasant Street

City/State: Portage, WI Zip: 53901

Dated this ____ day of _____, 2013

Signature: _____

Printed Name: Marie A. Moe

Title: City Clerk

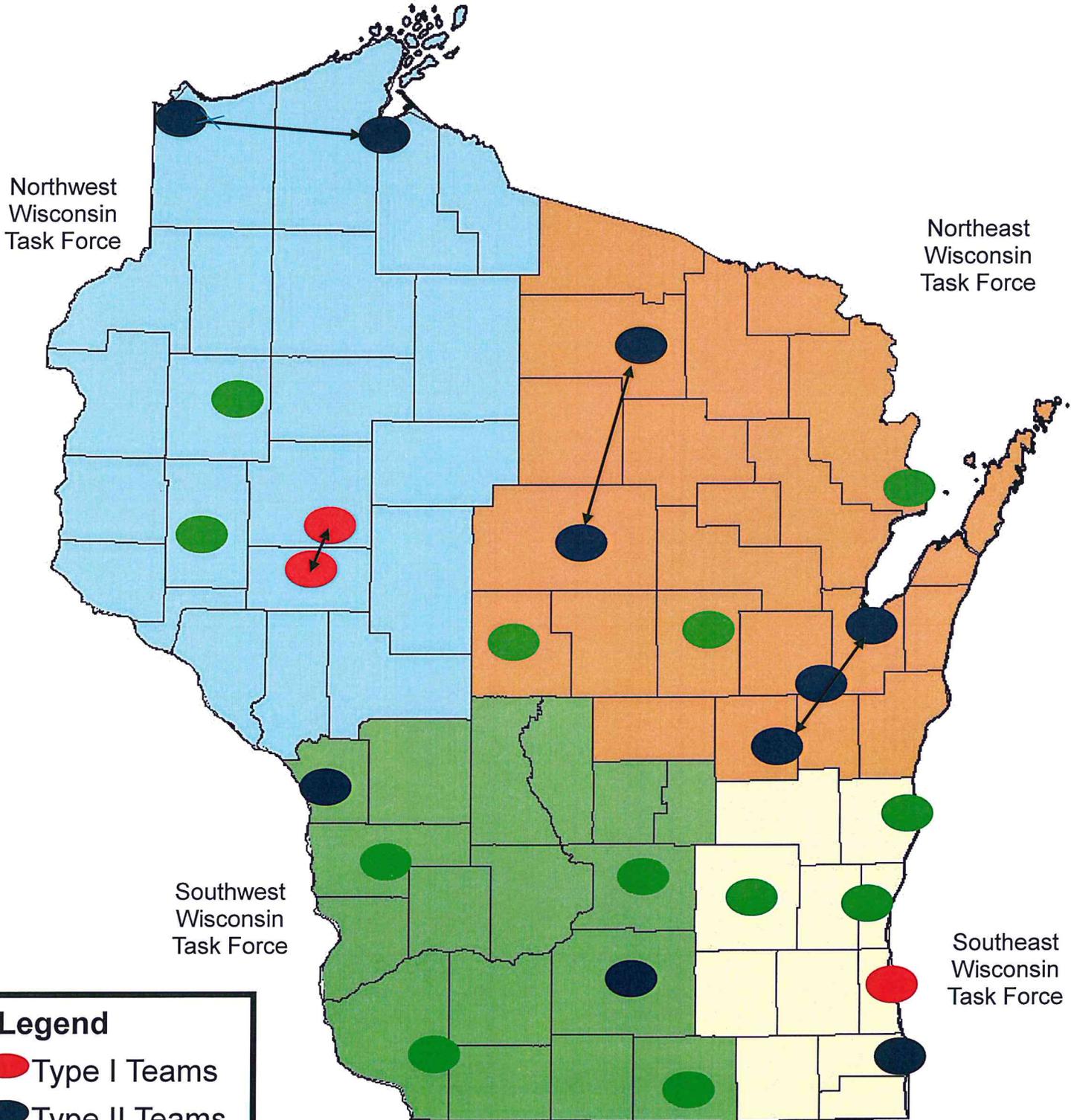
Address: 115 West Pleasant Street

City/State: Portage, WI Zip: 53901



EXHIBIT C

Wisconsin Hazardous Materials Response System



Legend

- Type I Teams
- Type II Teams
- Type III Teams

**BANK OF WISCONSIN DELLS
COMPANY AGREEMENT FOR BANK TAX COLLECTION**

This agreement dated the _____ day of _____, 20__ is by and between Bank of Wisconsin Dells (Financial Institution) and _____ City of Portage _____ (Customer).

The Customer has requested that the Financial Institution collect 1st half property tax payments via J. Mauel & Associates' web based tax collection program located at <https://www.jmauel.com/JMauelApplications/Login.aspx>. The Financial Institution has agreed to do so on the terms of this Agreement.

Now, therefore, the Customer and the Financial Institution agree as follows:

1. The Customer will inform the Financial Institution in December once they have uploaded live data to the J Mauel & Associates tax collection website program.
2. The Financial Institution will accept payment for 1st half property taxes after the live data has been uploaded through January 31st at the Community Bank of Portage, located at 2930 New Pinery Road, Portage, WI. The Financial Institution will only accept payments from persons that present their property tax statement. A receipt will be given at the time of payment. Property tax payments will be batched and the total amount deposited into City of Portage's account _____ on a daily basis (if applicable).
3. The Financial Institution will submit via the website a batched file from the Tax Collection Program on a daily basis of taxes collected (if applicable).
4. The Financial Institution will refer all questions regarding property tax payments to the City of Portage office.

COMPANY
By: _____
Its: _____

FINANCIAL INSTITUTION
By: _____
Its: _____

**City of Portage
Plan Commission Meeting
Monday, November 18, 2013
Regular Meeting – 6:30 p.m.
City Municipal Building, 115 West Pleasant Street
Conference Room Two**

Members present: Mayor Bill Tierney, Chairperson; Addie A. Tamboli, Vice Chairperson; Robert Redelings, City Engineer, Jan Bauman, Brian Zirbes and Peter Tofson

Members excused: Mike Oszman

Others present: Ron Kruckeberg, Craig Sauer and Bill Welsh

- 1. Roll call**
- 2. Approval of minutes from previous meeting**

Motion by Tamboli, second by Bauman to approve the minutes. Motion passed 4 to 0 with Tofson abstaining.

- 3. Discussion and possible action on Zoning Amendment (from B-1 to R- 4) by David Bourdeau at 1116 Macfarlane Rd. Parcel # 1375.**

Redelings indicated the request constitutes spot zoning.

Mr. Krukeberg (contractor) appeared, representing Mr. Bourdeau (owner) and explained that the owner wasn't able to secure financing for business purposes. Their intent was to convert the building into 3 residential units – with 2 units down and 1 unit up. There wouldn't be any garages, but they'd consider closing the access on MacFarlane because it's a safety concern.

Redelings mentioned the parking would be adequate and the access closure would be a benefit.

Zirbes expressed concern that the proposal wasn't consistent with the Comprehensive Plan. Tamboli expressed concern about a multi-family residential development along MacFarlane. She could support a two-family, which is permitted by a Conditional Use Permit. Tofson agrees that he could support a two-family dwelling, but not a 3 unit.

Motion by Tamboli, second by Redelings to deny the request because it constitutes spot zoning and is not consistent with the Comprehensive Plan. Motion passed 5 to 0 on call of the roll.

4. Discussion and possible action on proposed Flood Plain Zoning Amendment requested by FEMA.

Redelings explained that FEMA is requiring adoption of 4 map panels which are referenced in the revised Flood Insurance Study as a result of the Baraboo River flooding in 2008. To date, the DNR hasn't provided a clarification as to whether previous Letters of Map Change (LOMC's) need to be included. However the matter needs to proceed to meet established deadlines so the City can remain in the Federal Flood Insurance Program.

Motion by Tamboli, second by Tofson to forward the ordinance modifications to Legislative and Regulatory Committee for approval along with any clarification from the DNR. Motion passed 5 to 0 on call of the roll.

5. Discussion and possible action on Sidewalk Master Plan.

Redelings presented a couple handouts (attached) describing the annual program and suggesting new sidewalks for the next 5 years. He mentioned that no new sidewalks were identified in the 2014 budget.

Zirbes suggested that sidewalks be installed along Pierce Street because of all the foot traffic around Pauquette Park. Tamboli agreed that the Pierce Street sidewalk should be installed in 2014.

Tofson inquired as to who pays for tree removal, when required. Redelings indicated that would be a City cost.

Mayor Tierney suggested we may need to be more aggressive in order to get more sidewalk installed. He introduced the possibility of having a sidewalk utility. At \$2.50/month, that would provide about \$100,000 annually to do sidewalk work. At \$5.00/month, about \$200,000 would be available for sidewalks and trails.

The idea is considered to be fair and should be explored further.

6. Discussion and possible action on P.A.T.H.S.

Redelings provided and reviewed a proposed Trails map along with a couple handouts (attached).

Zirbes inquired as to whether the E. Albert St. Trail was appropriate and whether it could be rerouted across City owned land between E. Albert St. and E. Haertel St. Redelings will investigate.

Tamboli suggested the Portage Canal should also be designated as a Water Trail. This suggestion along with several others will be incorporated onto a “pre-final” map and brought back to the Plan Commission at their next meeting.

7. Adjournment.

Motion by Tamboli, second by Zirbes to adjourn. Motion passed 5 to 0 on call of the roll.

The meeting concluded at 7:48 p.m.

Respectfully Submitted,
Robert G. Redelings, City Engineer

City of Portage, Wisconsin
Master Sidewalk Plan Development
October 21, 2013

<u>Item</u>	<u>Date</u>
• Identify New Sidewalk Locations	June-September, 2013
• Prioritize Sidewalk Construction	October-December 2013
• Review Financing Alternatives	October-December, 2013
• Roll-Out Proposed Plan	January, February 2014
• Public Hearing on Proposed Plan	March, 2014

Suggestions for 2014

- New Sidewalk on River Street
- New Sidewalk on Albert Street
- New Sidewalk on East Wisconsin Street at Riverside Park
- Sidewalk Repair & Replacement on West Pleasant Street
- Sidewalk Repair & Replacement on Prospect Avenue
- Sidewalk Repair & Replacement on North-South Streets between West Pleasant Street & Prospect Avenue

Annual Sidewalk Program

I. Sidewalk Projects

A. Replacement

- Assessable via. Revolving Sidewalk Fund (RSF)
- Non-Assessable via General Fund (G.F.)

B. New

- Assessable via RSF
- Non-Assessable via G.F.

II. Street Projects

A. Replacement

- Assessable via RSF.
- Non-Assessable via G.F.

B. New

- Assessable via RSF.
- Non-Assessable via G.F.

Definitions:

- Assessable Sidewalk: Sidewalks benefitting private property from new construction or replacement where no sidewalks exist or are in substandard condition.
- Non Assessable Sidewalks: Sidewalks constructed or replaced on public property or non-benefitting private property.

Notes:

- For new subdivisions developer pays 100% of costs associated with sidewalk construction.
- For existing streets, property owner pays for direct costs associated with sidewalk construction. City pays for indirect construction costs which enable sidewalk construction. Indirect costs include filling, retaining walls and utility relocations.

Trail Map Information (November, 2013)

<u>Activity</u>	<u>Facility</u>	<u>Season</u>
Biking	Bike Lanes	Year Round
	Paved Multi-Use Trail	Year Round
	Un-Paved Multi-Use Trail	Spring, Summer & Fall
Snowmobiles	Snowmobile Trail	Winter
Canoeing/Kayaking	Water Trails & Lakes	Spring, Summer & Fall
Walking/Hiking	Sidewalks	year Round
	Paved Multi-Use Trail	year Round
	Un-Paved Multi-Use Trail	Spring, Summer & Fall
Snowshoeing	Unpaved Multi-Use Trail	Winter
	Water Trails & Lakes	Winter
Cross County Skiing*	City Parks	Winter
	Water Trails and Lakes	Winter

*Trails are ungroomed

**City of Portage
Human Resources Committee Meeting
Tuesday, November 19, 2013, 5:45 p.m.
Municipal Building, Conference Room Two
Minutes**

Present: Bill Tierney, Chairperson, Rick Dodd, Jeff Garetson, Rita Maass, Frank Miller and Mike Oszman.

Also Present: City Administrator Shawn Murphy and Craig Sauer, Portage Daily Register.

1. Roll call

The meeting was called to order by Mayor Tierney at 5:45pm.

2. Approval of minutes from previous meeting.

Motion by Maass, second by Dodd to approve minutes from the November 12, 2013 meeting. Motion carried unanimously on call of roll.

3. Motion to convene to Closed Session per Chap. 19.85(1)(c) to discuss and provide possible recommendation on proposed contract with Wisconsin Professional Police Association, employment terms for Director of Business Development & Planning and compensation for specified employees.

Motion by Dodd, second by Maass to convene to Closed Session per Chap. 19.85(1)(c) to discuss and provide possible recommendation on proposed contract with Wisconsin Professional Police Association, employment terms for Director of Business Development & Planning and compensation for specified employees. Motion carried unanimously on call of roll at 5:46 pm.

4. Reconvene to Open session for possible recommendation on item(s) discussed in closed session.

Motion by Dodd, second by Maass to reconvene to open session for possible recommendation on item(s) discussed in closed session. Motion carried unanimously on call of roll at 6:23 pm.

Motion by Oszman, second by Dodd to recommend approval of proposed 2014-2015 Agreement with the Wisconsin Professional Police Association. Motion carried unanimously on call of roll.

Motion by Dodd, second by Oszman to recommend appointment of Steve Sobiek to Director of Business Development & Planning position pursuant to the terms outlined in the memo by Administrator Murphy dated 11/18/2013. Motion carried 5-1 on call of roll with Garetson voting no.

Motion by Dodd, second by Oszman to recommend a bonus compensation of \$1200 for Leslie Hawkinson, pursuant to memo by Administrator Murphy dated 11/18/2013. Motion carried 5-0 with Maass abstaining.

5. Adjournment

Motion by Oszman, second by Dodd to adjourn the meeting at 6:25 pm. Motion carried unanimously on call of roll.

Respectfully submitted,

Shawn M. Murphy, City Administrator

Agreement between the

CITY OF PORTAGE

and the

PORTAGE PROFESSIONAL POLICE ASSOCIATION

WISCONSIN PROFESSIONAL POLICE ASSOCIATION

LAW ENFORCEMENT EMPLOYEE RELATIONS DIVISION

2014 - 2015

TABLE OF CONTENTS

ARTICLE		PAGE
I	PARTIES AND RECOGNITION	1
II	MANAGEMENT RIGHTS	1
III	ADMINISTRATIVE DETAIL.....	2
IV	ABSENCES	3
V	RETIREMENT AND INSURANCE.....	5
VI	COMPENSATION	7
VII	HOLIDAYS	8
VIII	HOURS OF EMPLOYMENT AND OVERTIME.....	9
IX	EDUCATIONAL INCENTIVE.....	11
X	UNIFORM ALLOWANCE - EQUIPMENT	11
XI	VACATIONS	12
XII	PROMOTIONS AND SENIORITY.....	13
XIII	RESIDENCY	14
XIV	GRIEVANCE PROCEDURE.....	15
XV	DISCIPLINE AND DISCHARGE	16
XVI	SAVINGS CLAUSE.....	16
XVII	DURATION.....	18

1 **AGREEMENT**

2
3 **ARTICLE I. PARTIES AND RECOGNITION**

4 **Section 1. Parties.** This Agreement, made and entered into on the date hereinafter set
5 forth, by and between the **CITY OF PORTAGE**, hereinafter referred to as the "**EMPLOYER**",
6 **and WISCONSIN PROFESSIONAL POLICE ASSOCIATION LAW ENFORCEMENT**
7 **EMPLOYEE RELATIONS DIVISION**, hereinafter referred to as the "**ASSOCIATION**".

8 **Section 2. Recognition.** The City of Portage agrees to recognize the Wisconsin
9 Professional Police Association Law Enforcement Employee Relations Division as the sole and
10 exclusive collective bargaining representative for hours, wages, and conditions of employment
11 pursuant to the certification of the Wisconsin Employment Relations Commission for the
12 following employees:

13 All employees of the City of Portage Police Department having the power of arrest,
14 excluding the Chief of Police, Assistant Chief and Lieutenants.

15
16 **ARTICLE II. MANAGEMENT RIGHTS**

17 The Employer shall have the sole and exclusive right to determine the number of
18 employees to be employed, the duties of each of these employees, the nature and place of their
19 work, and all other matters pertaining to the management and operation of the City of Portage.
20 This shall include the hiring, promoting, transferring, demoting, suspending or discharging of
21 any employee as circumstances warrant. This shall include the right to assign and direct
22 employees to schedules of work, to pass upon the efficiency and capabilities of employees, and
23 to establish and enforce reasonable work rules and regulations.

24 All functions of management not specifically granted to the Association or employees in
25 this Agreement are retained by the Employer.

26 Provisions of this section shall not be used to discriminate against employees.

1 affected by this Agreement and pay the amount so deducted to the Association on or before the
2 end of the month in which such deductions are made.

3 **Liability.** The Association shall indemnify and save the Employer harmless against any
4 and all claims, demands, suits and other forms of liability which may arise out of any action
5 taken or not taken by the Employer for the purpose of complying with the provisions of this
6 Article.

8 **ARTICLE IV. ABSENCES**

9 **Section 1. Sick Leave.** A total of twelve (12) personal illness days shall be granted per
10 year at the rate of one (1) sick day per month. Unused sick days to be accumulated to an
11 unlimited amount.

12 Sick leave shall cover only necessary absences from duty because of personal illness or
13 bodily injury. Orders by a health authority to remain off duty are included.

14 In order to be eligible for sick leave with pay, the employee shall:

- 15 1. Report the reason for absence from work no later than two (2) hours before
16 normal report time, if possible.
- 17 2. Keep the Employer informed as to employee's condition.
- 18 3. Permit the Employer to make such medical inquiry or visit as the Employer may
19 deem necessary.

20 Sick leave shall not result in the loss of seniority rights.

21 The accrual of sick leave and vacation benefits shall continue during the period of
22 convalescence while in pay status. Pay status shall include periods- of time when an employee is
23 receiving short term disability insurance or Worker's Compensation payments in anticipation of
24 return to work. Employees shall be allowed sick leave if they become ill while on vacation if
25 they notify the chief, or his designee, immediately of such illness (a doctor's certificate or other
26 evidence to support the illness claim may be required).

27 Employees who qualify for retirement under the Wisconsin Retirement Plan and who do
28 retire, shall be entitled to payment for ninety percent (90%) of unused sick leave, up to a
29 maximum of one hundred fifty (150) days. Employees who begin employment with the City of
30 Portage after January 1, 2008 shall be entitled to payment for ninety percent (90%) of unused

1 sick leave up to a maximum of one hundred (100) days. This shall be computed on the
2 employee's current rate of pay at the time of retirement. This amount shall be retained by the
3 City and paid toward the retired employee's or surviving spouse's health insurance.

4 **Section 2. Funeral Leave.** When absence from duty is considered necessary because of a
5 death in the immediate family, up to three (3) consecutive days with pay shall be allowed.
6 Immediate family shall include the employee's spouse and children or step-children, mother,
7 father, brother, sister, mother-in-law, father-in-law, grandparents of the employee and/or his
8 spouse and the step relationships of the stated relationship.

9 Leave with pay for attendance at other funerals may be granted by the Chief of Police, or
10 his designee, limited to an eight (8) hour shift absence or less. The granting of such leave shall be
11 limited to one (1) day and shall be chargeable against the employee's vacation, sick leave and/or
12 compensatory time hours at the employee's option.

13 **Section 3. Immediate Family Illness.** Leave with pay may be granted for an unexpected
14 and serious illness such as a call away from to retrieve a sick or injured child from school or
15 notification of a sudden illness of an immediate family member while at work, as defined in
16 Section 2 upon approval of the Chief of Police or his designee. Granting of said leave with pay
17 shall be limited to a maximum annual cumulative total of three (3) days; additional leave without
18 pay may be taken in accordance with the provisions of the Family and Medical Leave Act
19 (FMLA).

20 **Section 4. Military Leave.** Military leave for attendance at duly ordered military schools
21 or camps of instruction or for within state emergency activation duty shall be considered as an
22 approved employee leave of absence and not as leave that must be taken as vacation.

23 Military leave shall not exceed twenty (20) working days in a one (1) year period and
24 shall not apply when an employee is fulfilling long term duty assignments. Affected employees,
25 though, shall be entitled to a supplement payment of the difference between their regular
26 compensation and the military pay for the first ten (10) working days of any such leave.

27 **Section 5. Leave of Absence - Procedure.** Employees shall make written applications
28 for leaves to the Employer and shall, except in the case of illness or injury, make application
29 thirty (30) days prior to the desired starting date of the leave.

1 A leave of absence of up to ninety (90) days, without pay may be granted for good reason
2 when approved by the department head and the City of Portage Human Resources Committee.
3 Health insurance can be continued during this period provided the employee reimburses the City
4 for the insurance premium in advance.

5 **Section 6. Jury Duty.** Full-time employees who are called to jury duty shall receive full
6 salary during the period of their absence for jury duty, provided that the employee shall remit to
7 the City an amount equal to the compensation paid to him for such jury service no later than the
8 close of the pay period following receipt of such compensation and the employee shall also
9 attach the summons for jury duty to the payroll time card. Employees shall notify their
10 department head immediately upon receipt of the summons for jury duty.

11 **Section 7.** The City shall pay for AIDS testing when an officer has probable cause to
12 believe such test is necessary as a result of a work related incident. The City shall pay for
13 elective vaccinations for officers where such vaccinations are a preventive measure related to
14 animal handling duties.

15 16 **ARTICLE V. RETIREMENT AND INSURANCE**

17 **Section 1. Wisconsin Retirement System.** Each employee shall be required to
18 participate in the Wisconsin Retirement System (“WRS”). Effective the first pay period paid in
19 July, 2014 (starts 06/22/2014), employees shall pay three percent (3.0%) of the required WRS
20 contribution (employee share) and the Employer shall pay the balance. Effective the first pay
21 period paid in July, 2015 (starts 06/21/2015), employees shall pay an additional one percent
22 (1.0%), for a total of four percent (4.0%) of the required WRS contribution (employee share).
23 Employees hired by the Employer after July 1, 2011, who were not previously employed by the
24 Employer in any capacity, shall pay the employee’s required contribution as determined by the
25 WRS, pursuant to Wisconsin Statutes.

26 **Section 2. Hospital and Surgical Insurance.** Employees will have the option to choose
27 a group health insurance plan from the standard plan and alternative health insurance plans
28 offered by the Wisconsin Public Employers' Group Health Insurance Board in the Employer's
29 service area. The Employer has the right to change carriers, provided the level of benefits is
30 equivalent to or greater than the existing level of benefits.

1 Effective the first pay period paid in January, 2014 (starts 12/22/2013), the Employer agrees to
2 pay the premium for single or family health insurance in the amount of eighty-eight percent
3 (88%) of the gross premium of the alternative or standard health insurance plan that is the least
4 costly qualified plan within the service area, but not more than the total premium amount for the
5 plan selected and the employee shall pay twelve percent (12%) of the above stated plan. Should
6 the employee select coverage under a plan with a premium in excess of that which is provided
7 for herein, the employee shall be responsible to pay the full amount of the excess portion of said
8 premium.

9 **Section 3.** Effective January 1, 2002, the City agrees to pay up to forty dollars (\$40.00)
10 per month per employee toward a dental insurance premium. If the premium exceeds this
11 amount, the employee will pay the remaining balance. The Employer and the Association will
12 mutually agree on the dental coverage company and policy.

13 **Section 4.** It is agreed further that in the event the Employer becomes delinquent in its
14 contribution (for employees not on a leave or absence, or a retiree or surviving spouse) that the
15 Employer shall be liable for the total maximum benefits of the plan then in effect for each
16 employee eligible to be covered under said plan.

17 **Section 5.** A retiree or surviving spouse may continue group coverage at no cost to the
18 Employer.

19 **Section 6. Group Life Insurance.** Group life insurance is provided for those employees
20 eligible for participation in the Wisconsin Retirement System. The amount of insurance is based
21 upon annual earnings rounded off to the highest \$1,000.00 amount. The entire cost of basic life
22 insurance is paid by the Employer.

23 **Section 7. Disability Income Protection.** The Employer agrees to make the Wisconsin
24 Public Employers' Group Income Continuation Insurance Program available to all eligible
25 employees. It is understood that at least sixty-five percent (65%) of all qualified employees of
26 the Employer must elect to participate in the program before it becomes effective.

27 **Section 8. Worker's Compensation.** Medical expense and wage loss is covered by
28 Worker's Compensation Insurance for all employees who suffer an injury or illness as a result of
29 their employment by the City of Portage.

In addition to the preceding, all employees (other than those who have worked less than 6 months or those hired on a part-time or seasonal basis) who suffer a temporary partial or temporary total disability may receive an amount of money which will supplement Worker's Compensation payments by electing to use accumulated leave of their choice in order to have "full pay" during the time they are covered by Workers Compensation. This supplement, when added to the Worker's Compensation time loss payments shall equal but not exceed normal wages (including shift differential) during the period of disability.

Section 9. False Arrest Insurance. The Employer will carry and pay the premium for false arrest insurance.

Section 10. Healthcare Reimbursement Account (VEBA). The Employer agrees to offer a HRA plan administered by Security Financial Resources Incorporated or another qualified provider mutually agreed to by the Association. The Employees will have their unused Compensatory time off bank converted to their HRA on the last payday in November. Unused Compensatory time will not include Compensatory time scheduled to be taken on or before December 31st of that year or Compensatory time that was cashed in prior to the last payday in November. Holiday hours may accumulate throughout the year in the employee's personal account. On the last payday in November, any Holiday time that remains unused will be deposited into the employee's individual HRA/VEBA trust fund account. Unused Holiday time will not include Holiday time scheduled to be taken on or before December 31st of that year or Holiday time that was cashed in prior to the last payday in November.

ARTICLE VI. COMPENSATION

Section 1. Wages.

Effective First Pay Period Paid in January, 2014 (starts 12/22/2013) (2.0%)

	Start	6-Mo	12-Mo	24-Mo	5-Yr	10-Yr	15-Yr	20-Yr
Police Officer	\$24.36	\$25.44	\$26.08	\$26.62	\$26.87	\$27.01	\$27.30	\$27.41
Detective, Sergeant				\$27.67	\$27.97	\$28.08	\$28.40	\$28.52

Effective First Pay Period Paid in January, 2015 (starts 12/21/2014) (2.0%)

	Start	6-Mo	12-Mo	24-Mo	5-Yr	10-Yr	15-Yr	20-Yr
--	-------	------	-------	-------	------	-------	-------	-------

1 by Detectives on named holidays must be approved by a supervisor. However, requests to work
2 on a named holiday shall not be unreasonably denied.

4 **ARTICLE VIII. HOURS OF EMPLOYMENT AND OVERTIME**

5 **Section 1. Normal Work Schedule.** The normal shift schedule for police officers and
6 sergeants shall be eight (8) hours and the normal work schedule shall be (6-3)(6-3) unless
7 mutually agreed otherwise, with twenty-six (26) equal pay periods per year based on seventy-
8 five (75) hours per pay period. The normal shift schedule for detectives shall be eight (8) hours
9 and the normal work schedule shall be (5-2) unless mutually agreed otherwise, with twenty-six
10 (26) equal pay periods per year based on eighty (80) hours per pay period. In making the
11 schedules, an attempt will be made to keep employees on regular shifts and to schedule sixteen
12 (16) hours off between shifts whenever possible. The regular schedule will be made monthly and
13 posted ten (10) days in advance. In making assignments to shifts, the employee's preference will
14 be considered by seniority on an annual basis. For sergeants, time in grade shall be the
15 determining factor in the assignment of shifts. The shift schedule may be changed at any time
16 during the term of this Agreement upon mutual agreement between the Association and the
17 Chief, or his designee.

18 **Section 2. Overtime.** Employees shall receive time and one-half (1 ½) for all hours
19 worked in excess of their regular schedule or shift. Overtime shall be divided as equally as
20 possible on a rotating basis according to seniority, provided that the need is known ten (10) days
21 in advance. When an officer signs up for an overtime assignment, it shall be considered their
22 duty assignment unless canceled a minimum of thirty-six (36) hours prior to the shift. If less than
23 thirty-six (36) hours, the overtime assignment can only be canceled by that officer by using
24 approved vacation or sick time.

25 The employees shall respond to recall to work outside of their regularly scheduled hours
26 by the Chief of Police or his designee. A minimum of two (2) hours overtime compensation shall
27 be granted for any recall, except this provision shall not apply to hours worked contiguously to
28 the employees regular shift if offered as voluntary or worked as a result of activity initiated on
29 the employees normal shift.

30 Two (2) hours of overtime compensation shall be paid if scheduled overtime is cancelled
31 with less than thirty-six (36) hours notice prior to the start of the hours to be worked.

1 Assignment (selection) of overtime hours for supervisory positions shall be in accordance
2 with the operating policy Chapter 10 updated February 15, 2000. The Employer may utilize
3 part-time officers for the following work and in the order prescribed below:

4 TRANSPORTS: 1) part-time; 2) full-time represented (voluntary); 3) full-time non-represented;
5 4) full-time represented (mandated).

6 NON-SHIFT BARGAINING UNIT WORK: 1) part-time; 2) full-time represented (voluntary);
7 3) full-time non-represented; 4) full-time represented (mandated).

8 BARGAINING UNIT SHIFT WORK (Short-Term, or Approved Leave of 21 Days or Less):
9 1) full-time represented (voluntary); 2) part-time; 3) full-time non-represented; 4) full-time
10 represented (mandated).

11 BARGAINING UNIT SHIFT WORK (Long-Term, or Approved Leave of more than 21 Days):
12 1) part-time; 2) full-time represented (voluntary); 3) full-time non-represented; 4) full-time
13 represented (mandated).

14 **Section 3. Existing Benefits.** The following benefits shall be continued as of January 1,
15 1978, until such time as they may be proven in violation of State Statutes and/or renegotiated:

- 16 1. Shift trading.
- 17 2. Lunch periods and lunch breaks.
- 18 3. Lunch periods shall be one-half (1/2) hour.

19 **Section 4.** No part-time employee shall perform bargaining unit work when a regular unit
20 member is off duty excepting in an emergency.

21 **Section 5. Compensatory Time.** In lieu of receiving pay for overtime hours worked,
22 employees may request and receive compensatory time off at time and one-half (1-1/2).
23 Compensatory time may not be taken when the employee must be replaced on the work
24 schedule. The maximum annual compensatory time claimed shall be eighty (80) hours.
25 Employees shall give the Chief or his designee forty-eight (48) hours notice for compensatory
26 time off, but this provision shall not prohibit the use of compensatory time with less notice if
27 permitted by the shift supervisor.

28 A maximum of twenty-four (24) hours of accrued comp time may be carried forward
29 from one calendar year to the next, however, all carryover hours shall be used or "cashed out"
30 within the first six (6) months of the subsequent calendar year.

1 All comp time not taken by December 1st of each year subject to the twenty-four (24)
2 hour carryover provision shall be paid by separate check on the first payday in December.

3 All overtime worked in December which is not scheduled off in December or carried
4 over shall be paid as it is earned.

6 **ARTICLE IX. EDUCATIONAL INCENTIVE**

7 **Section 1.** The Employer will reimburse to the employee, fifty percent (50%) of the cost
8 of tuition and books upon successful completion of an accredited course curriculum. In addition,
9 an employee receiving a B or above, will be reimbursed at one hundred percent (100%) the cost
10 of tuition and books. In order to receive reimbursement, the course must be preapproved by the
11 Chief of Police if funding is available.

13 **ARTICLE X. UNIFORM ALLOWANCE - EQUIPMENT**

14 **Section 1. Annual Allowance.** The Employer shall grant to each employee the sum of
15 Five Hundred Twenty-Five Dollars (\$525.00) per year as a uniform allowance, and
16 reimbursement shall be by voucher.

17 **Section 2. New Employee Allowance.** New employees shall receive an additional initial
18 allowance of Four Hundred Dollars (\$400.00), and reimbursement shall be by voucher.

19 **Section 3. Required Equipment.** Premium service ammunition will be furnished and
20 will be limited to one (1) box per year per person, unless the need for more is justified.

21 Guns and handcuffs will be furnished to all employees.

22 Ballistic vests will be provided to employees requesting them at threat level II
23 (lightweight) or IIIA (standard weight) and worn in accordance with the policy regarding same.
24 The vests will be purchased and replaced at the manufacturers recommendations at no cost to the
25 employee. The vests shall be returned to the City if the employee is terminated for any reason.

26 All equipment furnished by the City shall remain the property of the City.

27 **Section 4. Eyewear and Watches.** Eyewear and watches will be repaired or replaced by
28 the City if broken while on duty making an arrest or maintaining order with a maximum payment
29 of Two Hundred Dollars (\$200.00) or Fifty Dollars (\$50.00) respectively. The request must be
30 accompanied by a full report and invoice. If the Court orders damages to the officer and it is duly
31 paid, the amount paid by the City shall be returned.

1 Hall within 40 minutes of being called within sixty (60) days after completion of their
2 probationary period.

3
4 **ARTICLE XIV. GRIEVANCE PROCEDURE**

5 **Section 1. Definition.** A grievance is defined as a dispute between any employee or the
6 Association and the Employer with respect to the meaning or interpretation of this Agreement.
7 Whenever the term “days” is used in this Article, it shall mean working days which are defined
8 in this Article to be Monday through Friday.

9 **Section 2. Procedure.** Grievances shall be processed in the following order: (Time limits
10 set forth shall be exclusive of Saturdays, Sundays and the ten holidays listed in this Agreement.)

11 **Step 1.** The aggrieved employee and/or the steward will present the grievance orally to
12 his immediate supervisor outside of the bargaining unit within five (5) days of the event
13 causing the grievance. If grievance is not resolved within five (5) days, the aggrieved
14 may proceed to Step 2.

15 **Step 2.** The grievance will be considered solved in Step 1, unless within five (5) days of
16 the supervisor's decision, the grievance is written and presented to the Chief of Police.
17 The Chief of Police shall respond to the grievance in writing within fifteen (15) days of
18 the date the written grievance is filed.

19 **Step 3.** The grievance will be considered solved in Step 2, unless within five (5) days of
20 the Chief's decision, the grievance is written and presented to the City Administrator. The
21 City Administrator shall respond to the grievance in writing within fifteen (15) days of
22 the date the written grievance is filed.

23 **Step 4.** The grievance is considered settled in Step 3, unless the grievance is presented in
24 writing to the Human Resources Committee within ten (10) days of the City
25 Administrator's response. The Human Resources Committee shall respond in writing
26 within fifteen (15) working days of the date the grievance was presented.

27 **Step 5.** If an employee grievance is not settled at this fourth step, or if any grievance filed
28 by the Employer cannot be satisfactorily resolved by conference with the appropriate
29 representative of the employees, either party may take the matter to arbitration as
30 hereinafter provided

1 by law and attempt to arrive at a solution. If a solution cannot be reached, it will be a subject for
2 negotiation. This provision to be subject to the grievance procedure beginning at Step 4.

ARTICLE XVII. DURATION

This Agreement shall be binding on both parties hereto and shall be effective as of the 1st day of the first pay period of 2014 (starting 12/22/2013), and shall remain in effect until and including through the last pay period of 2015 (ending 12/19/2015). The parties agree to open negotiations for a successor Agreement no later than July 10, 2015. This Agreement shall remain in full force and effect during negotiations for a successor Agreement.

CITY OF PORTAGE

Wisconsin Professional Police Association/LEER Division

Mayor

Business Agent

City Clerk

Association Member

Association Member

Association Member

LETTER OF AGREEMENT

The **City of Portage** and the **Portage Professional Police Association local of the Wisconsin Professional Police Association/LEER** by this LETTER OF AGREEMENT agree to reopen Article IV – Absences, Section 1 - Sick Leave of Article of the 2014-2015 Collective Bargaining Agreement under the following conditions:

Any change to the 2014-2015 Collective Bargaining Agreement would be limited to Section 1 of Article IV and would only be applicable if it:

1. pertains only to new employees hired on or after January 1, 2014,
2. pertains only to their total accumulation of accrued sick leave benefits at retirement, and
3. pertains only if AB23 and/or SB48 of this session or similar bills in a future session are signed into law during the term of the 2014-2015 Collective Bargaining Agreement.

IN WITNESS HEREOF, the parties hereto have executed this Agreement on the 19th day of November, 2013, by:

CITY

ASSOCIATION

President

WPPA Business Agent

November 18, 2013

Bob

SCHEDULE FOR APPOINTMENT OF AGENT BY CORPORATION/NONPROFIT ORGANIZATION OR LIMITED LIABILITY COMPANY

Submit to municipal clerk.

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent. The following questions must be answered by the agent. The appointment must be signed by the officer(s) of the corporation/organization or members/managers of a limited liability company and the recommendation made by the proper local official.

To the governing body of: Town Village of Portage County of Columbia
 City

The undersigned duly authorized officer(s)/members/managers of Knights of Columbia
(registered name of corporation/organization or limited liability company)

a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as Knights of Columbia Dr. E. W. Kenney Council # 1637
(trade name)

located at 918 Silver Lake Drive

appoints Darrell Parker
(name of appointed agent)
502 Volk St. Portage, Wis. 53901
(home address of appointed agent)

to act for the corporation/organization/limited liability company with full authority and control of the premises and of all business relative to alcohol beverages conducted therein. Is applicant agent presently acting in that capacity or requesting approval for any corporation/organization/limited liability company having or applying for a beer and/or liquor license for any other location in Wisconsin?

Yes No If so, indicate the corporate name(s)/limited liability company(ies) and municipality(ies).

Is applicant agent subject to completion of the responsible beverage server training course? Yes No

How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? 69 years

Place of residence last year 918 Silver Lake Dr. Portage, Wis. 53901

For: Knights of Columbia Dr. E. W. Kenney Council # 1637
(name of corporation/organization/limited liability company)

By: Bob Thibault
(signature of Officer/Member/Manager)

And: _____
(signature of Officer/Member/Manager)

ACCEPTANCE BY AGENT

X I, DARRELL PARKER, hereby accept this appointment as agent for the
(print/type agent's name)

corporation/organization/limited liability company and assume full responsibility for the conduct of all business relative to alcohol beverages conducted on the premises for the corporation/organization/limited liability company.

X Darrell Parker 10/3/2013 Agent's age 65
(signature of agent) (date)
918 Silver Lake Dr. Portage, Wis. 53901 Date of birth 10/25/47
(home address of agent)

APPROVAL OF AGENT BY MUNICIPAL AUTHORITY (Clerk cannot sign on behalf of Municipal Official)

I hereby certify that I have checked municipal and state criminal records. To the best of my knowledge, with the available information, the character, record and reputation are satisfactory and I have no objection to the agent appointed.

Approved on 10-14-13 by Ken Mauthe Title POUCE CHIEF
(date) (signature of proper local official) (town chair, village president, police chief)

ORDINANCE NO. 13-019

ORDINANCE RELATIVE TO JOINT MUNICIPAL COURT

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

Article I of Chapter 42 is hereby repealed and recreated to read as follows:

ARTICLE I – MUNICIPAL COURT

Section 42-1. Municipal Court Established

Pursuant to the authority granted by Chapter 755 of the Wisconsin Statutes there is hereby created a joint municipal court to be designated Municipal Court for the City of Portage and the Village of Endeavor (hereinafter referred to as "Municipal Court"), said court to become operative and function on January 1, 2014.

Section 42-2. Jurisdiction

(a) The Municipal Court shall have jurisdiction over incidents occurring on or after March 1, 2008 as provided in Article VII, §14 of the Wisconsin Constitution, §§ 755.045 and 755.05, Wis. Stats., and as otherwise provided by State Law. In addition, it shall have exclusive jurisdiction over actions in which the municipality seeks to impose forfeitures for violations of municipal ordinances, resolutions and by-laws.

(b) The Municipal Judge may issue civil warrants to enforce matters under the jurisdiction of the Municipal Court under §755.045(2), §66.0119 and §66.0119(3), Wis. Stats.

(c) Pursuant to the authority granted by §938.17(2)(cm), Wis. Stats, the Municipal Judge may impose the disposition contemplated by each of the following statutes upon a juvenile for a violation of municipal ordinances:

- (1) Any disposition allowed under Chapter 48, Wisconsin Statutes;
- (2) §938.343, Wis. Stats.;
- (3) §938.344, Wis. Stats.;
- (4) §938.361, Wis. Stats.;

Any of the above listed dispositions may be used in combination with any other(s) when imposed by the Municipal Judge.

Section 42-3. Municipal Judge

(a) Qualifications. There is hereby created the office of Municipal Judge of the Municipal Court. The Municipal Judge shall be an adult resident of the City

of Portage or the Village of Endeavor, not otherwise disqualified from holding office.

(b) Oath and Bond. The Judge shall, after election or appointment to fill a vacancy, take and file the official oath as prescribed in §757.02(1), Wis. Stats., and at the same time shall execute and file an indemnity bond. The Judge shall not act until the oath and bond have been filed as required by §19.01(4)(c), Wis. Stats. and the requirements of §755.03 Wis. Stats., have been complied with.

(c) Compensation. The Municipal Judge shall receive a salary as fixed by the Common Council of the City of Portage, which shall be in lieu of fees and costs. No salary shall be paid to the Judge for any time during his/her term for which he/she has not executed and filed the official bond and oath.

Section 42-4. Elections

(a) Term. The initial municipal judge shall be the municipal judge currently serving in the Portage Municipal Court. At the expiration of his current term, the municipal judge shall be elected at large in the spring election in odd-numbered years for a term of four (4) years commencing on May 1, 2015. All candidates for the position of municipal judge shall be nominated by nomination papers as provided in Wis. Stat. §8.10, and selection at a primary election if such is held as provided in Wis. Stat. §8.11. The filing officer for the candidates shall be as designated in Wis. Stat. §8.10(6)(bm).

(b) Vacancy. Any permanent vacancy or temporary absence occurring in the office of municipal judge shall be filled pursuant to state law.

(c) Electors. Electors in both municipalities, the City of Portage and the Village of Endeavor, shall vote for the municipal judge.

Section 42-5. Operations and Procedures

(a) Hours. The Municipal Court shall be open as determined by order of the Municipal Judge.

(b) Employees. The Judge shall, in writing, appoint a clerk and up to two (2) deputy clerks. Their salaries shall be fixed by the Common Council of the City of Portage.

(c) Location. The Municipal Judge shall keep his/her office and hold court in the City of Portage Municipal Building. However, the Municipal Judge may issue process and perform ministerial functions at any place authorized by the Common Council of the City of Portage.

Section 42-6. Collections

The municipal judge may impose punishment and sentences as provided by Wis. Stat. Chaps. 800 and 938, and as provided in the ordinances of the City

of Portage and the Village of Endeavor. The Municipal Court shall collect all forfeitures, penalty assessments, fees and taxable costs in any action or proceeding and shall pay over such monies to the Treasurer of the City of Portage. At such time, the Municipal Court shall report to the Treasurer the title, nature of offenses and total amount of judgments imposed in actions and proceedings in which such monies were collected.

Section 42-7. Contempt of Court

The Municipal Judge, after affording an opportunity to the person accused to be heard in defense, may punish for contempt as provided in §800.12, Wis. Stats., and may impose a forfeiture as set forth in City of Portage bond schedule. Upon nonpayment of the forfeiture and or Court costs, a jail sentence not to exceed seven (7) days may be imposed.

Section 42-8. Stipulations and Deposits

(a) Deposits for Ordinance, traffic and boating violations. The Municipal Judge shall establish and submit to the Common Council for approval in accordance with §800.03(3), Wis. Stats., a schedule of deposits for violations of City ordinances, resolutions and bylaws. The deposit amount and schedule of deposits for violation of traffic regulations, boating regulations, and municipal ordinances, resolutions and bylaws shall be set pursuant to Wis. Stat. §800.037.

(b) Stipulations and Deposits in Lieu of Court Appearance. Persons cited for violations of City ordinances, resolutions or bylaws or violations of traffic or boating regulations for which a deposit has been established, shall be permitted to make a stipulations of no contest and a deposit in lieu of court appearance as provided in Wis. Stat. §800.035.

Section 42-9. Abolition

The Municipal Court hereby established shall not be abolished while the Wis Stat. §755.01(4) agreement is in effect.

This Ordinance shall take effect

Passed this day of , 2013.

W.F. "Bill" Tierney, Mayor

Attest:

Marie A. Moe, WCPC, MMC, City Clerk

First and second readings:

Third reading:

Ordinance requested by:

**AGREEMENT BETWEEN THE CITY OF PORTAGE AND
THE VILLAGE OF ENDEAVOR FOR THE OPERATION OF
THE JOINT MUNICIPAL COURT**

(ver. 11/6/13)

This Agreement is made and entered into this ____ day of _____, 2013 by and between the City of Portage (hereinafter "City") and the Village of Endeavor (hereinafter "Village"), both being municipal corporations organized and existing under the laws of the State of Wisconsin.

WHEREAS, the City and Village intend to create a Joint Municipal Court pursuant to *Wis. Stat.* §755; and,

WHEREAS, the City and Village seek to equitably share the cost of administering and operating the Court pursuant to *Wis. Stat.* §66.0301;

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the City and Village agree as follows:

1. **Creation of Joint Municipal Court.** The City and the Village agree to create and establish a Joint Municipal Court (hereinafter "Court"), effective upon enactment and publication by each party of the ordinance creating the Court for the City and Village, copies of which are attached as Exhibit A.
2. **Costs.** The City and Village agree to share in the costs of administering the operation of the Court as follows:
 - a. The Village shall pay to the City the following surcharges:
 - i. A sum of \$12.00 for each Village Ordinance citation issued by the Village which is processed by the Court.
 - ii. A sum of \$15.00 for each uniform traffic code citation issued by the Village which is processed by the Court.
 - iii. A sum of \$22.00 for each operating under the influence citation issued by the Village which is processed by the Court.
 - iv. A sum of \$10.00 for each warrant issued by the Court on behalf of the Village for a citation issued by the Village.
 - b. In the event that an individual is held to be in contempt of court, such contempt citation shall be considered as a separate case, and the Village shall pay an additional sum of \$12.00 for the contempt citation processed by the Court.

- c. In the event that a citation issued by the Village proceeds to trial, the Village shall pay to the City an additional sum of \$30.00 per hour of trial.
- d. The Village shall make the payment to the Court Clerk within 30 days after the date scheduled for the initial appearance on each citation issued by the Village.
- e. The Village shall reimburse the City at an hourly rate of \$30.00 for the Court Clerk's time involved with the input of the Village's bond/forfeiture schedule into the Court records software. The Village shall pay to the City a sum of \$250.00 for annual software maintenance fees, payable within thirty (30) days of the annual renewal of the software. If, during the term of this agreement the software provider (currently Tyler Technologies) adjusts the annual software maintenance fee, the fee paid by the Village shall increase by the percent increase as was incurred by the City. Any time incurred by the Court Clerk subsequently revising the bond/forfeiture schedule, printing reports, or otherwise obtaining information not otherwise noted in this agreement for the Village shall be reimbursed to the City at the hourly rate of \$30.00/hr.
- f. All other costs of operating or administering the Court shall be paid by the City, including but not limited to: compensation and fringe benefits paid to the Municipal Judge, Clerk of Court and other court-related personnel (except the prosecuting attorney), office supplies, public notices, and other incidental expenses related to the operating of the Court by the City. Expenses for Village personnel, such as Village police department or Village Prosecutor, required to attend trials and hearings, and all costs associated with the service of process in such cases initiated by the Village, shall be paid by the Village.
- g. All fines and forfeitures resulting from citations issued by the Village and processed by the Court shall be paid to the City. Semi-annually, the City shall pay to the Village the full amount of the fines and forfeitures, except as stated in section (h). At that time, the City shall report to the Village the title of each action, the offense for which each forfeiture was imposed and the total amount of the judgment or sentence, including forfeitures, fines, assessments and costs.
- h. Mandatory assessments and charges established by Wisconsin Statutes shall be added to all judgments entered by the Court. That portion of the statutory court cost that is normally retained by the City shall continue to be payable, in all cases adjudicated by the Court, to the City for purposes of paying a portion of the expenses of the Court.
- i. Any other monies collected by the City through operation of the Court shall be retained by the City, except for taxable costs under *Wis. Stat.*

§814, actually paid by the Village and ordered reimbursed as part of the judgment or sentence, which shall be paid to the Village, together with fees and forfeitures on each citation.

- j. If a Defendant is imprisoned following issuance of a warrant or summons pursuant to *Wis. Stat.* §800.095 following a defendant's conviction on a citation issued by the Village (except in cases where the Defendant has been committed to the Wisconsin State Prisons), the Village shall pay the expenses incurred by Columbia County to imprison the Defendant.

3. Term, Termination and Amendment. This Agreement shall remain in effect for an initial period coinciding with the current term of the existing Municipal Judge, and shall automatically renew thereafter, on the same terms (except that Costs listed under Section 2 may be subject to annual review pursuant to Section 3c), for successive four (4) year periods, coinciding with the term of the Municipal Judge, unless any party requests a review of the substantive terms of this Agreement within nine (9) months prior to the end of the term and the parties agree to amend the terms.

- a. Any amendment or modification must be in writing, approved and executed by the City and the Village.
- b. This Agreement may be terminated by either the City or the Village at the end of any term upon at least six (6) months prior written notice of termination to the other.
- c. On or about November 1 in each year of the Agreement, the City shall review Cost as listed in Section 2 and notify the Village of any adjustments which may become effective on January 1 of the succeeding year of the Agreement. In no case shall any Cost increase by more than three percent (3%) annually during the Agreement.

4. Severability. If any part, term or provision of this Agreement is held by the courts to be illegal or otherwise unenforceable, such illegality or unenforceability shall not affect the validity of any other part, term or provision, and the rights of the parties will be construed as if the unenforceable part, term or provision was never part of the Agreement.

5. Entire Agreement. This written Agreement, and written amendments, together with the Ordinances enacted by the City and the Village, copies of which are attached, shall constitute the entire agreement between the City and the Village on the subject matter of the Joint Municipal Court.

CITY OF PORTAGE

W.F. Bill Tierney, Mayor

Marie A. Moe, City Clerk

VILLAGE OF ENDEAVOR

Steve Biba, President

Eileen Bennett, Clerk-Treasurer

RECEIVED
SEP 17 2013

9/15/2013

DEAR COMMITTEE,

WE RECENTLY RECEIVED A BILL FOR \$106.21. WE WERE AT OUR CAMP IN NORTHERN WISCONSIN MOST OF THE MONTH, AND DID NOT USE THIS MUCH WATER.

WHEN WE CAME HOME ONE WEEKEND LAST MONTH, WE FOUND OUR OUTSIDE WATER HOSE RUNNING. OUR NEIGHBOR HAD A CONTRACTOR RE-ROOFING HIS HOUSE. WE SUSPECT THAT THE CONTRACTING CREW USED OUR WATER HOSE AND FAILED TO SHUT IT OFF.

OUR BILL SHOULD HAVE BEEN AROUND \$25.00 - NOT \$106.21. CAN ANY ADJUSTMENT BE MADE TO OUR BILL SINCE WE DID NOT USE ALL THIS WATER.

IN OUR HOME, AND IT DID NOT
ENTER THE SEWER SYSTEM FOR
TREATMENT? WE ARE RETIRED
AND LIVE ON A FIXED INCOME,
MAKING THIS EXORBITANT BILL
HARD TO PAY FOR ON OUR BUDGET.

THANK YOU FOR
YOUR CONSIDERATION.

SINCERELY,
TOM & CONDE BEAVER

PORTAGE UTILITIES
 (908) 742-4727

185 NORTHBRIDGE DRIVE
 PORTAGE, WI 53901

FROM	TO	BILLING DATE	PREVIOUS BALANCE
08/01/2013	08/31/2013	08/29/2013	22.69
RESORT REPAIRS 84	PREVIOUS BALANCE 95	SERVICE	AMOUNT
	11	W RES .625"	40.90
	11	S RES .625"	42.39
		WATER PEN	.09
		SEWER PEN	.14

ADDRESS SERVICE
 REQUESTED

PRESORT
 FIRST CLASS MAIL
 U.S. POSTAGE PAID
 PERMIT NO. 131
 PORTAGE, WI
 53901

1% LATE CHARGE AFTER DUE DATE

ACCOUNT NUMBER	DUE DATE
10.01903.00	09/20/2013
107.27	106.21

BEAVER, THOMAS G
 306 VOLK ST
 FCH

* SEE REVERSE SIDE FOR CODE EXPLANATION
 PLEASE RETURN THIS STUB WITH PAYMENT

ACCOUNT NUMBER	DUE DATE
10.01903.00	09/20/2013
107.27	106.21

100190300

BEAVER, THOMAS G
 306 VOLK ST
 PORTAGE WI 53901



PORTAGE UTILITIES

Customer History - Account Summary by Number
Report Date(s): 03/01/2013 to 11/30/2013

Page: 1
Nov 01, 2013 01:09pm

Report Criteria:

Customer.Cust No = 100190300

10.01903.00 BEAVER, THOMAS G

308 VOLK ST

Account Summary:

Period	Water	Sewer	WTPN	SWPN	Billings	Adj	Payments	Oth	Balance
02/28/2013									34.40
03/31/2013	12.10	16.65	-	-	28.75		34.40 -		28.75
04/30/2013	18.50	22.37	-	-	40.87		28.75 -		40.87
05/31/2013	18.50	22.37	-	-	40.87		40.87 -		40.87
06/30/2013	12.10	16.65	-	-	28.75		40.87 -		28.75
07/31/2013	8.90	13.79	-	-	22.69		28.75 -		22.69
08/31/2013	40.90	42.39	.09	.14	83.52		-		106.21
09/30/2013	12.10	16.65	.41	.42	29.58		22.92 -		112.87
10/31/2013	12.10	16.65	-	-	28.75		112.87 -		28.75
11/30/2013	-	-	-	-	-		-		28.75
Totals:	135.20	167.52	.50	.56	303.78		309.43 -		

Transaction Detail:

Date	Type	Ref No	Service	Description	Check No	Source Id	Usage	Amount	Status
03/14/2013	Pmt	195		Utility Payments	5799	3.274994	0	34.40 -	
03/31/2013	Bill	2464	Water	Utility Reading - 03/26/13			2	12.10	
03/31/2013	Bill	9283	Sewer	Auto Billing - 03/28/13 12:39			2	16.65	
04/16/2013	Pmt	251		Utility Payments	5836	3.277108	0	28.75 -	
04/30/2013	Bill	2449	Water	Utility Reading - 04/24/13			4	18.50	
04/30/2013	Bill	9271	Sewer	Auto Billing - 04/30/13 11:15			4	22.37	
05/15/2013	Pmt	109		Utility Payments	5855	3.279165	0	40.87 -	
05/31/2013	Bill	6010	Water	Utility Reading - 05/29/13			4	18.50	
05/31/2013	Bill	9331	Sewer	Auto Billing - 05/30/13 10:13			4	22.37	
06/13/2013	Pmt	85		Utility Payments	5888	1.054990	0	40.87 -	
06/30/2013	Bill	6026	Water	Utility Reading - 06/25/13			2	12.10	
06/30/2013	Bill	9356	Sewer	Auto Billing - 06/26/13 12:25			2	16.65	
07/17/2013	Pmt	238		Utility Payments	5912	3.282721	0	28.75 -	
07/31/2013	Bill	5935	Water	Utility Reading - 07/30/13			1	8.90	
07/31/2013	Bill	9258	Sewer	Auto Billing - 07/31/13 10:50			1	13.79	
08/31/2013	Bill	2139	WTPN	Auto Billing - 08/27/13 12:13			0	.09	
08/31/2013	Bill	2139	SWPN	Auto Billing - 08/27/13 12:13			0	.14	
08/31/2013	Bill	5976	Water	Utility Reading - 08/28/13			11	40.90	
08/31/2013	Bill	9301	Sewer	Auto Billing - 08/29/13 09:16			11	42.39	
09/09/2013	Pmt	71		Utility Payments	5953	3.285494	0	22.92 -	
09/30/2013	Bill	2137	WTPN	Auto Billing - 09/26/13 16:09			0	.41	
09/30/2013	Bill	2137	SWPN	Auto Billing - 09/26/13 16:09			0	.42	
09/30/2013	Bill	6018	Water	Utility Reading - 09/26/13			2	12.10	
09/30/2013	Bill	9341	Sewer	Auto Billing - 09/27/13 13:24			2	16.65	
10/16/2013	Pmt	50		Utility Payments	5993	1.056703	0	112.87 -	
10/31/2013	Bill	6000	Water	Utility Reading - 10/29/13			2	12.10	
10/31/2013	Bill	9314	Sewer	Auto Billing - 10/30/13 10:32			2	16.65	
								5.65 -	



To Whom It May Concern,

I am writing in regards to the bill at 1151 E Wisconsin St. We were told by the previous renters that they notified portage utilities to shut off the water because they were no longer going to lease the building. Since January the building has been vacant. I realized no body shut off the water because there was a huge leak. I would like a substantial refund on the check #1546 due to the fact the building has been vacant.

Thank you for taking your time to read this and please give me a call if you have any questions, 715 581 2041.

Thank You,

A handwritten signature in black ink, appearing to read "Qemal Alimi". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Qemal Alimi

PORTAGE UTILITIES

Customer History - Account Summary by Number
Report Date(s): 09/01/2012 to 05/31/2013

Page: 1
Nov 01, 2013 01:11pm

Report Criteria:

Customer.Cust No = 10137701

1,01377.01 RIVERSIDE FAMILY RESTAURANT 1151 E WISCONSIN ST

Account Summary:

Period	Water WTaxP	Sewer STaxP	MISC	WTPN	SWPN	F MTR	Billings	Adj	Payments	Oth	Balance
08/31/2012											2,321.46
09/30/2012	15.45	54.65	.	9.49	13.73	.					2,414.78
10/31/2012	95.45	126.15	-	9.74	14.41	-	93.32				2,660.53
11/30/2012	120.87	149.03	.	1.30	2.09	.	245.75				2,660.53
12/31/2012	95.45	126.15	-	2.52	3.60	-	505.43	Yes	2,553.60	- Yes	612.36
01/31/2013	41.05	77.53	-	3.50	4.90	-	227.72				840.08
02/28/2013	1,197.65	1,358.81	-	3.95	5.72	-	126.98				967.06
03/31/2013	15.45	54.65	.	15.96	19.37	.	2,566.13				3,533.19
04/30/2013	15.45	54.65	-	16.28	20.11	-	105.43				3,638.62
05/31/2013	15.45	54.65	.	16.60	20.86	-	106.49				3,745.11
Totals:	1,612.27	2,056.27	.	79.34	104.79	-	4,084.81	Yes	2,553.60	- Yes	3,852.67

Transaction Detail:

Date	Type	Ref No	Service	Description	Check No	Source Id	Usage	Amount	-Status
09/30/2012	Bill	91	Water	Utility Reading - 09/25/12			0	15.45	
09/30/2012	Bill	3745	Sewer	Auto Billing - 09/28/12 10:55			0	54.65	
09/30/2012	Bill	7296	WTPN	Auto Billing - 09/28/12 15:55			0	9.49	
09/30/2012	Bill	7296	SWPN	Auto Billing - 09/28/12 15:55			0	13.73	
10/31/2012	Bill	965	Water	Utility Reading - 10/28/12			25	95.45	
10/31/2012	Bill	4500	WTPN	Auto Billing - 10/31/12 09:20			0	9.74	
10/31/2012	Bill	4500	SWPN	Auto Billing - 10/31/12 09:20			0	14.41	
10/31/2012	Bill	8022	Sewer	Auto Billing - 10/31/12 12:45			25	126.15	
11/09/2012	BillC	90	WTaxP	Cert Penalty - 11/9/12 13:11			0	94.86	
11/09/2012	BillC	91	STaxP	Cert Penalty - 11/9/12 13:11			0	137.28	
11/21/2012	PmtC	1		TAX ROLL WRITE-OFF 2012			0	895.08	-
11/21/2012	PmtC	3		TAX ROLL WRITE-OFF 2012			0	1,290.72	-
11/21/2012	PmtC	19		TAX ROLL WRITE-OFF 2012			0	53.57	-
11/21/2012	PmtC	20		TAX ROLL WRITE-OFF 2012			0	82.09	-
11/21/2012	PmtC	90		TAX ROLL WRITE-OFF 2012			0	94.86	-
11/21/2012	PmtC	91		TAX ROLL WRITE-OFF 2012			0	137.28	-
11/30/2012	Bill	8554	Water	Utility Reading - 11/28/12			33	120.87	
11/30/2012	Bill	12238	WTPN	Auto Billing - 11/28/12 11:49			0	1.30	
11/30/2012	Bill	12238	SWPN	Auto Billing - 11/28/12 11:49			0	2.09	
11/30/2012	Bill	15754	Sewer	Auto Billing - 11/28/12 13:58			33	149.03	
12/31/2012	Bill	11621	Water	Utility Reading - 12/27/12			25	95.45	
12/31/2012	Bill	15290	Sewer	Auto Billing - 12/28/12 14:04			25	126.15	
12/31/2012	Bill	18814	WTPN	Auto Billing - 01/02/13 09:34			0	2.52	
12/31/2012	Bill	18814	SWPN	Auto Billing - 01/02/13 09:34			0	3.60	

PORTAGE UTILITIES

Customer History - Account Summary by Number
Report Date(s): 09/01/2012 to 05/31/2013

Page: 2
Nov 01, 2013 01:11pm

1.01377.01 RIVERSIDE FAMILY RESTAURANT

1151 E WISCONSIN ST

(Continued)

Date	Type	Ref No	Service	Description	Check No	Source Id	Usage	Amount	Status
01/31/2013	Bill	143	WTPN	Auto Billing - 01/24/13 12:56			0	3.50	
01/31/2013	Bill	143	SWPN	Auto Billing - 01/24/13 12:56			0	4.90	
01/31/2013	Bill	3612	Water	Utility Reading - 01/29/13			8	41.05	
01/31/2013	Bill	7306	Sewer	Auto Billing - 01/31/13 10:00			8	77.53	
02/28/2013	Bill	144	WTPN	Auto Billing - 02/27/13 09:02			0	3.95	
02/28/2013	Bill	144	SWPN	Auto Billing - 02/27/13 09:02			0	5.72	
02/28/2013	Bill	3607	Water	Utility Reading - 02/27/13			456	1,197.65	*
02/28/2013	Bill	7297	Sewer	Auto Billing - 02/28/13 11:06			456	1,358.81	
03/31/2013	Bill	95	Water	Utility Reading - 03/26/13			0	15.45	
03/31/2013	Bill	3789	WTPN	Auto Billing - 03/27/13 13:11			0	15.96	
03/31/2013	Bill	3789	SWPN	Auto Billing - 03/27/13 13:11			0	19.37	
03/31/2013	Bill	7306	Sewer	Auto Billing - 03/28/13 12:36			0	54.65	
04/30/2013	Bill	92	Water	Utility Reading - 04/24/13			0	15.45	
04/30/2013	Bill	3768	WTPN	Auto Billing - 04/29/13 11:15			0	16.28	
04/30/2013	Bill	3768	SWPN	Auto Billing - 04/29/13 11:15			0	20.11	
04/30/2013	Bill	7292	Sewer	Auto Billing - 04/30/13 11:12			0	54.65	
05/31/2013	Bill	145	WTPN	Auto Billing - 05/28/13 16:52			0	16.60	
05/31/2013	Bill	145	SWPN	Auto Billing - 05/28/13 16:52			0	20.86	
05/31/2013	Bill	3640	Water	Utility Reading - 05/29/13			0	15.45	
05/31/2013	Bill	7342	Sewer	Auto Billing - 05/30/13 10:10			0	54.65	
								1,531.21	

Report Criteria:

Customer.Cust No = 10137701

PORTAGE UTILITIES

Customer History - Account Summary by Number
Report Date(s): 09/01/2012 to 05/31/2013

Page: 1
Nov 01, 2013 01:12pm

Report Criteria:

Customer.Cust No = 10137701

1.01377.01 RIVERSIDE FAMILY RESTAURANT

1151 E WISCONSIN ST

Customer Notes:

09/27/13 - 12:52 PM -- SUSAN
NEW OWNER??? MEBZAIT AMEDI

09/11/13 - 12:43 PM -- COUNTER
4181.82 / 30 TURN ON / 44 FR MTR PAID BY MERRILL PINE RIDGE LLC 300 PINE RIDGE AVE MERRILL, WI 54451 (MR ALIMI)

09/09/13 - 01:44 PM -- SUSAN
9/12/13 ADDRESS CHANGE REC'D FROM USPS

OWNER CALLED REQ AMOUNT NEEDED IN ORDER TO CHANGE INTO A TENANT - QUOTED HIM CURRENT BALANCE PLUS \$30 (FROZEN METER?)

* 02/08/13 - 12:17 PM -- SUSAN
KEVIN FROM PD CALLED KB TO REPORT WATER RUNNING OUT OF THE BUILDING - BARRY WAS CALLED IN AND THE WATER WAS TURNED OFF @ THE CURB.

07/14/10 - 11:33 AM -- SUSAN
CHANGE OF ADDRESS REC'D FROM 1151 TO 1152

MR "SHIMER" CALLED TO SAY HE WAS NOT RESPONSIBLE FOR THE BILL PAST 10/31/09 - PER COUNTY WEBSITE - OWNER IS ALIMI QEMAL

11/25/09 - 09:15 AM -- SUSAN
ADDRESS CORRECTION REC'D FROM USPS

11/12/09 - 01:00 PM -- SUSAN
NEW TENANTS CALLED (FRANCISCO SILVA) WILL CALL JOHN ALIMI (OWNER) REGARDING L/L FORM -- THEIR MAILING ADDRESS WILL BE P O BOX 341 ADAMS, WI

RESOLUTION NO. 13-034

RESOLUTION RELATIVE TO ADOPTING 2014 BUDGET AND TAX LEVY

WHEREAS, the Common Council of the City of Portage has formulated a budget for the operation and administration of city government; and

WHEREAS, pursuant to the provisions of Wisconsin State Statutes 65.90, a public hearing on the matter of the 2014 Municipal Budget was held on November 26, 2013.

NOW THEREFORE, BE IT HEREBY RESOLVED by the Common Council of the City of Portage, Columbia County, Wisconsin, as follows:

1. That the Municipal Budget for the year 2014, as printed and attached hereto and made a part hereof, shall be and is hereby adopted.
2. That there is being levied a tax of four million eight hundred sixteen thousand fifty-four dollars (\$4,816,054) on all the taxable property within the City of Portage for the uses and purposes set forth in the Municipal Budget.
3. That the City Clerk is hereby authorized and directed to spread the tax on the current taxroll of the City of Portage.

DATED this 26th of November, 2013.

W.F. "Bill" Tierney, Mayor

Attest:

Marie A. Moe, WCPC, MMC, City Clerk

Resolution requested by:
Finance/Administration Committee

RESOLUTION NO. 13-035

RESOLUTION RELATIVE TO FEE SCHEDULE

WHEREAS, the City of Portage previously adopted a Fee Schedule, Resolution No. 13-022, dated September 26, 2013; and

WHEREAS, it is necessary to revise the Fee Schedule for changes in various fees; and

WHEREAS, attached to this Resolution is a revised Fee Schedule which sets forth various fees prescribed by the Code of Ordinances and other required fees;

NOW THEREFORE IT IS HEREBY RESOLVED by the Common Council of the City of Portage that the attached Fee Schedule shall be adopted and shall be on file with the City Clerk.

DATED this 26th day of November, 2013.

W.F' "Bill" Tierney, Mayor

Attest:

Marie A. Moe, WCPC, MMC, City Clerk

Resolution requested by:
Finance/Administration Committee

**City of Portage
Fee Schedule
Proposed 11/26/13**

Administration

2-442	NSF Checks.....	\$25.00
2-455	Publication Fees	\$25.00
2-458	Hazardous Material Reimbursement.....	Actual Costs
2-459	Sale of Wood	Solicit two (2) quotes
2-460	Special Assessment Letter	\$20.00
2-534	Public Records.....	\$.25 per page for copies plus or actual search costs \$5.00 per CD

Animals

6-53(a)	Dog and Cat	\$8.00 spayed or neutered per license year \$13.00 not spayed or neutered per license year
6-54(a)	Kennel	\$30.00 for a kennel of twelve (12) or fewer dogs and an additional \$3.00 for each dog in excess of twelve (12).
6-55	Late Fee	\$5.00
6-102(c)(1)b	Dangerous Animal License	\$180 annually, 1 st year is prorated according to month animal is declared dangerous
6-122(b)	Keeping of Chickens.....	\$10.00

Buildings and Building Regulations

The maximum administrative fee is \$1500.

10-37(d)(2)	Transfer, place or dump soil fill within the City	\$15.00 which shall be retained if permit is not issued \$10.00 per truck for each truck hauling to fill area
10-39	Preliminary Inspection for Relocating Structure and Moving Structure	\$200 + 30% + Bond + Insurance
10-39	Commercial Remodel (Does Not Include Mechanicals)	\$0.08/sq. ft. – Min. \$75 + 30%
10-39	Commercial New, Additions, Remodel for Storage or Shell Buildings (Does Not Include Mechanicals)	\$0.07/sq. ft. – Min \$75 + 30%
10-41	New Construction – Residential (Includes: decks, garages, basements and Mechanicals)	\$0.185/sq. ft. - \$500 min. + 30% + San Sew Conn. (+\$75 zoning review)
10-41	Remodel - Residential	\$0.185/sq. ft. - \$75 min. + 30% + \$50 zoning review
10-41	Addition – Residential	\$0.185/sq. ft. - \$100 min. + 30% + \$50 zoning review
10-41	Foundation - Residential	\$60 + 30%
10-41	Garage (Detached)	\$75 + 30% + zoning review \$10 < \$1,000; \$50 > \$1,000 value
10-41	Deck	\$60 + 30%
10-41	New construction, Addition, Commercial Multi- Family (3 Family or More) Restaurants, Motels, Offices, CBRF, Taverns, Mercantile, Assembly Halls, Manufacturing and Industrial, Schools, Hospitals, Schools, Institutional, and Vehicle Repair and Storage, etc.	\$0.12/sq. ft. - \$75 min. + 30%
10-41	Foundation – Commercial (Early Start).....	\$100 + 30%
10-41	Reinspections.....	\$75/hr
10-76, 10-116 & 10-191	Work Begun Without a Permit Plumbing, HVAC,	

	Building and Electrical.....	Double permit fees
10-76(2)	Plumbing permit	\$60 + 30% - Residential \$0.04/sq. ft. - \$60 min. + 30% – Commercial
10-116	Heating, Ventilating, Air Conditioning	\$60.00 + 30% – Residential \$0.03/sq. ft. - \$60 min. + 30% – Commercial
10-154	Electrical permit.....	\$60.00 + 30% - Residential \$0.04/sq. ft. - \$100 min. + 30% – Commercial
	Signs	\$100/Ground Sign + 30% + bldg. & elec. if required \$60.00/Other Signs + 30% + bldg. & elec. if required
10-228	Permit Application, Control Plan, and Permit Issuance (Erosion Control)	\$75 + 30% - New One and Two Family \$50 + 30% - Residential Additions \$150 for First Acre + \$50/Acre thereafter + 30% - Commercial
10-272(f)	Storm water land disturbing	Actual costs
10-272(d)	Storm water land disturbing	\$425.00
10-272(a)(1)	Storm water land disturbing	\$150.00
10-303	Driveway	\$100.00
	Manufacturing and HUD Dwellings	\$300.00 + \$0.185/sq. ft. for garages and decks+ 30% + San Sew Conn.
	Plus State Seal (New One and Two Family).....	Cost of seal + \$2.00
	Raze/Demolition	\$25 + 30%

Businesses

14-52	Reserve Class "B" Initial Fee	\$10,000 per license
14-53	Fermented Malt Beverage Wholesale.....	\$25.00 per license year
14-53	Class "A" Intoxicating Liquor	\$500.00 per license year
14-53	Class "B" Intoxicating Liquor	\$500.00 per license year
14-53	Class "A" Beer Retailers.....	\$50.00 per license year
14-53	Class "B" Beer Retailers.....	\$100.00 per license year
14-53	Class "B" Beer Picnic	\$10.00 per license year
14-53	Class "B" Wine Picnic.....	\$25.00 per license year
14-53	Change of Agent.....	\$10.00
14-53	Change of Premises Description.....	\$20.00
14-53	Change of Trade Name.....	\$20.00
14-53	Late filing of alcohol license application.....	\$500.00
14-94(a)	Operator's License	\$35.00 per license year
14-94(b)	Provisional License	\$35.00
14-132	Cigarette License	\$100.00 per license year
14-194(a)	Direct Seller.....	\$40.00 per month
14-235(a)	Transient and Temporary Public Entertainment Carnivals	\$25.00 per day
		Circuses \$25.00 per day
		Public Entertainment \$10.00/day, \$25.00/week
14-272(a)	Dance	\$25.00 per license year
14-275	Floor Manager.....	\$25.00 per license year
14-303	Junk Dealer	\$25.00 plus \$5.00 for each additional storage building, yard or premises per license year
14-306	Special Junk Dealer	\$5.00 per day
14-341(b)	Amusement Devices	\$10.00 per license year
14-342	Skating Rink	\$10.00 per license year
14-343	Bowling Alleys	\$10.00 each lane per license year
14-344	Theaters	\$25.00 each screen per license year
14-374(e)	Weights and Measures.....	\$35.00 per license year

Emergency Services

22-38(c)	False Fire Alarms involving system malfunctions	4 th – 7 th alarms in any year, not less than \$100 and no more than \$200 for each violation, plus applicable assessments, penalty surcharge and court costs. 8 th – 10 th alarms in any year, not less than \$200 and no more than \$400 for each violation, plus applicable assessments, penalty surcharge and court costs. 11 or more alarms in any year, not less than \$400 and no more than \$800, plus applicable assessments, penalty surcharge and court costs
22-38(c)(2)	False Fire Alarms Malicious.....	Not less than One Thousand Dollars (\$1,000.00) and no more than Two Thousand Dollars (\$2,000.00), plus applicable assessments, penalty surcharge and court costs
22-39(c)(1)	False Burglar Alarms.....	Third alarm for a location within a period of one year \$25.00 Fourth alarm for a location within a period of one year \$35.00 Fifth alarm for a location within a period of one year \$45.00 Sixth and subsequent alarms for a location within a period of one year \$65.00.

Environment

26-73(a)	Natural Lawn	\$25.00
----------	--------------------	---------

Equipment Rates

Use Wisconsin DOT Classified Equipment Rates published annually (Chap. 2, Sect. 25, Part 60 Hwy Maintenance Manual)

Fire Prevention and Protection

30-82	Occupancy Permit and Inspection	\$75
30-83(c)(1)	Outdoor Furnace Permit.....	\$75
30-135	Appeals (Fire Prevention and Protection).....	\$150
30-162	Monitoring Requirements (Sprinkler).....	Included with Occupancy Permit
30-171	Automatic Fire Sprinkler Systems Variance Board.....	\$100
30-415(b)	Fireworks.....	\$200.00 per license year
30-344	Fire and Smoke Detection Systems.....	Included with Occupancy Permit

Housing

38-71	Administration (Housing)	\$100
-------	--------------------------------	-------

Motor Vehicles and Traffic

50-88(a)(1)	Short Term Parking.....	\$5.00
50-88(a)(2)	Long Term Parking.....	\$10.00
50-151(d)	Parking Violations	\$15.00
	Blocking Driveway.....	\$5.00
	Official Sign	\$5.00
	Yellow Line.....	\$5.00
	Fire Lane	\$25.00
	Fire Hydrant	\$50.00
	Snow Emergency.....	\$50.00
	Handicap Parking.....	\$50.00

	Other	\$5.00
50-183(b)(2)	Bicycle	\$5.00
50-374(c)	Junked Vehicles and Appliances on Private Property.....	\$200.00
50-401(e)	Horse Drawn Vehicle License.....	\$125.00 per vehicle

Park and Recreation

54-42	Fees and Charges (Parks and Recreation.....	Cross Reference with 54-93
54-93	Park Reservation Fee	\$20.00/day Monday through Friday for residents, \$30.00/day Monday through Friday for non-residents;
		\$25.00/day Saturday, Sunday and Holiday for residents
		\$50.00/day Saturday, Sunday and Holiday for non-residents

Dog Park

Residents	\$20/year or \$2/day
Non-Residents	\$25/year

Flea Market

Outside booth.....	\$20
Inside booth.....	\$25

Youth Programs

Resident and Non-resident \$15.00 per event per person
 Non-resident has additional \$25.00 fee to be paid each six (6) month period, unless the township pays a co-sponsorship fee of \$1,000 per year. A family can petition the Park and Recreation Board for a hardship waiver for the payment of fees.

Adult Programs

Non-resident.....	\$25/season.
Basketball.....	\$325/team
Karate.....	\$20/session
Senior Fitness	\$1/day
Softball	\$325/team
Volleyball	\$65/team - \$150/team officiated

Swimming Program

Spring/Fall Semester Passes.....	\$100
Summer & Youth Semester Passes	\$75
Punch Card (11 sessions).....	\$40 (Aerobics)
.....	\$30 (Adult)
.....	\$20 (Student)
Daily Rates	\$4.00 (Aerobics)
.....	\$3.00 (Adults)
.....	\$2.00(Students)

Lessons

Student (Level 1-6)	
Resident	\$33

Non-Resident	\$43
Max/Family	\$100 Resident/\$125 Non-Resident
Preschool/Infant	
Resident	\$23
Non-Resident	\$33
Max/Family	\$50 Resident/\$90 Non-Resident
Adult Lessons	\$33 Resident/\$43 Non-Resident

Storage Fees – Veterans Memorial Field Buildings (plus 5.5% Sales Tax)

Enclosed Buildings (Concrete Floor & Locked): (City residents receive \$1/foot discount)	
All vehicles except as listed below	\$11.00/foot (measured bumper to bumper)
Boat & Trailer/Pontoons	\$11.00/foot (measured prop to trailer hitch)
Camping Trailer	\$11.00/foot (measured bumper/spare tire to trailer hitch)
Personal Watercraft	\$90.00 /winter storage, remove by 4/15
Motorcycle	\$70.00 /winter storage
Recreational Vehicle	\$11/foot(measured bumper/spare tire to bumper)
Other Buildings (Unsecured, Roof/Not Enclosed) (City residents received \$1/foot discount)	
All vehicles except as listed below	\$6.00/foot (measured bumper to bumper)
Boat & Trailer/Pontoons	\$6.00/foot (measured prop to trailer hitch)
Camping Trailer	\$6.00/foot (measured bumper/spare tire to trailer hitch)
Recreational Vehicle	\$6.00/foot (measured bumper/spare tire to bumper)
Personal Watercraft	\$50.00/winter storage
Motorcycle	\$40.00/winter storage

All vehicles must be removed by April 30.

Solid Waste

62-36(a)	Solid Waste Disposal	\$2.00 per sticker for each additional bag
62-36(c)(1)	Tax Exempt Properties	Annual contract cost for weekly pick up of approved container plus \$25.00 annual administration fee

Streets, Sidewalks and Other Public Places

66-5(a)	Dumpster	\$10.00
66-54(f)(2)	Street Opening Permit	\$150.00 plus \$1,000.00 deposit or bond
66-92(c)	Street Privilege	\$10.00 plus actual city costs
66-265	Street Use	\$25.00
66-349	Procession, Parade, Run, Walk, Bicycle Race, Marathon	\$10.00
66-126	Snow and Ice Removal	\$1.00 per running foot plus time, material and equipment costs
66-321	Special Event Fee/Deposit	\$30 Minimum; Events requiring no City Assistance: \$30 Events requiring 1-10 hours City Staff: \$150 max Events requiring 11-20 hours City Staff: \$300 max Events requiring 21-60 hours City Staff: \$600 max Events requiring > 60 hours City Staff: By Agreement

Subdivision

70-6(f)	Certified Survey Map	\$100.00
70-10	Park Fees	\$600 per unit
70-11(c)	Subdivision or Condominium	\$500.00

Review Fees Actual cost with \$2,500.00 deposit.

Taxation

74-32(d)

Hotel/Motel \$15.00 per license year

Utilities

78

Sewer Connection Charge New residential construction \$500 per Residential Equivalent Connection up to two (2); and \$400 per Residential Equivalent Connection thereafter the first two (2) Residential Equivalent Connections for multi-family. Commercial, industrial and other non-residential sanitary sewer hook-up fees shall be based on the City Engineer's estimate of the number of Residential Equivalent Connections based on the plumbing design submitted. The applicant shall have the opportunity to request a one time hook-up adjustment based on actual flows after (2) years have elapsed, but prior to (3) years elapsing from the actual hook-up.

78-37(c)

Private well \$25.00

Water flow test conducted by a private firm \$40

78-39

Water Rates, Deposits Charges

Private Fire Protection Service – Unmetered.....

Monthly Charges
2-inch, \$7.00
3-inch, \$12.00
4-inch, \$20.00
6-inch, \$41.00
8-inch, \$65.00
10-inch, \$98.00
12-inch, \$142.00
14-inch, \$195.00

General Service – Metered – Monthly Charges...
5/8-inch meter, \$5.70
3/4-inch meter, \$5.70
1-inch meter, \$9.30
1-1/4-inch meter, \$12.30
1-1/2-inch meter, \$15.45
2-inch meter, \$23.00
3-inch meter, \$40.00
4-inch meter, \$63.00
6-inch meter, \$120.00
8-inch meter, \$189.00
10-inch meter, \$279.00
12-inch meter, \$369.00

Plus Volume Charge:

First 30,000 gallons used each month - \$3.20 per 1000 gallons
Next 70,000 gallons used each month - \$3.14 per 1000 gallons
Next 200,000 gallons used each month - \$2.85 per 1000 gallons
Over 300,000 gallons used each month - \$1.90 per 1000 gallons

Reconnection Charges:

	<u>During Normal Business Hours</u>	<u>After Normal Business Hours</u>
Reinstallation of meter, including valving at curb stop	\$35.00	\$50.00

Valve turned on at curb stop\$30.00 \$45.00
 Frozen meter charge.....\$44.00 \$87.50

Water Lateral Installation Charge Actual Cost

Bulk Water..... Service Charge - \$35.00 per tank load
 Volume Charge - \$3.20 per 1,000 gallons
 \$1,000 deposit required for hydrant meter

Additional Meter Rental Charge..... 5/8 and 3/4-inch meter - \$3.50 per month
 1-inch meter - \$5.70 per month
 1 1/4-inch meter - \$7.50 per month
 1 1/2-inch meter - \$9.50 per month
 Initial meter - \$35.00 (one time charge only)

Temporary Metered Supply, Meter and Deposits:

Service charge for setting the valve and
 furnishing and setting the meter..... \$35.00

Deposit for valve and meter \$1,000.00

Water usage shall be billed at actual rates.

Hydrant Charges

Service charge for setting or moving sprinkler
 valve..... \$20.00

The minimum charge for water usage Actual cost, not less than \$10.00. \$1,000 Deposit.

78-127(c)

Sewer Service Charge

Category A

Fixed Monthly Charge = \$10.93/equivalent 5/8 inch meter
 Volume Charge = \$2.86/1,000 gallons

Category B

Fixed Monthly Charge = \$10.93/equivalent 5/8 inch meter
 Volume Charge = \$2.86/1,000 gallons
 Surcharge for BOD greater than 250 mg/l=\$0.48/lb.
 Surcharge for Suspended Solids greater than 250 mg/l=\$0.45/lb.
 Surcharge for Total Phosphorus greater than 7.0 mg/l=\$0.91/lb.

78-127(g)(1)

Disposal of Septic Tank Sludge and Holding

Tank Sewage Permit..... \$50.00 per calendar year

78-127(g)(3)

(b)

Sewer Charge for Disposal of Septic Tank

Sludge and Holding Tank Sewage..... Wastewater - \$6.00/1,000 gallons
 BODS/Suspended Solids <250 MG/L Total P <10 MG/L
 High-strength Wastewater - \$40.00/1,000 gallons
 BODS/Suspended Solids 250 – 1000 MG/L Total P
 10 – 20MG/L

Portable Toilet Waste - \$60.00/1000 gallons

Extra-strength Waste – Not accepted.
 BODS/Suspended Solids >1000 MG/L Total P> 20MG/L

Grease and Settling Basin Material – Not accepted

Administrative Fee: \$10.00 per load for non-permitted haulers.

Analytical Fees (if required by City):

BODs = \$12.00 per test

Suspended Solids = \$8.00 per test

Total Phosphorus = \$16.00 per test

PH = \$4.00 per test

Ammonia Nitrogen = \$16.00 per test

78-132(b) Sewer Permit Appeal \$15.00

Vehicles for Hire

86-35(c) Taxi Driver's License \$30.00 per license year

86-35(c) Provisional Taxi/Cab Operator License \$30.00

Zoning

90-34 Zoning and Occupancy Permit Occupancy Permit included in construction permit for single family residences and duplexes

..... \$150 for Building Inspector and Fire Inspector

90-36(1) Rezoning \$100.00 per application including repetitions of previous applications

90-36(2) Conditional Use Permit \$100.00

90-36(3) Variance \$75.00

90-93 Zoning Code Petition for Change or Amendment \$100.00

90-171 PUD Planned Unit Development Procedures \$75 Administrative Costs Plus Actual Review Costs

90-633 Parking Lot \$75

Signs \$100/Ground Sign + 30% + bldg. & elec. if required
\$60.00/Other Signs + 30% + bldg. & elec. if required

90-771, 90-773 Miscellaneous (accessory bldg. where building permit not required, fence, above ground pool, etc.) Zoning Permit \$60.00 + 30% + building permit if required

90-774 Swimming Pool \$60.00 + 30%

90-806 Mobile Home Park Developer's Permit \$50.00

Wood-Fired Furnace Permit Fee \$75.00

Miscellaneous

Portage Fire Department – Charges for Emergency Responses

Personnel

Command Officer-Chief's Salary \$40.02 per hour

Captain Engineer \$21.32 per hour

\$31.98 per hour for overtime

Lt. Engineer \$20.45 per hour

\$30.68 per hour for overtime

Inspector/Engineer \$27.08 per hour

\$40.62 per hour for overtime

Engineer \$19.31 per hour

	\$28.97 per hour for overtime
Secretary	\$16.48 per hour
	\$24.72 per hour for overtime
Paid-on-call Firefighter	\$10.00 per hour

Vehicles

Aerial	\$250.00 per hour
Engine	\$200.00 per hour
Rescue/Hazmat.....	\$175.00 per hour
Tankers	\$160.00 per hour
Grass.....	\$100.00 per hour
Command.....	\$65.00 per hour

Other Equipment

Hovercraft.....	\$70.00 per hour
Boat	\$50.00 per hour
Silo Fire Equipment.....	\$50.00 per hour
Confined Space Rescue	\$50.00 per hour
Rescue System (jaws, air bags)	\$100.00 per hour

Mileage

Total miles (round trip) x Current IRS Rate

Materials

Actual invoice costs (including cellular devices at \$.75 per minute)

RESOLUTION NO. 13-036

**RESOLUTION RELATIVE TO DISCONTINUANCE OF PUBLIC ALLEY
LOCATED NORTH OF CENTER STREET IN THE CITY OF PORTAGE,
COLUMBIA COUNTY, WISCONSIN.**

WHEREAS, the following unimproved public alley has been determined to be abandoned by the Common Council of the City of Portage pursuant to Wis. Stat. §66.1003(7): that portion of the public alley being part of Block 76 of Webb and Bronson's Plat of the Town of Fort Winnebago, located north of Center Street, City of Portage, Columbia County, Wisconsin; and

WHEREAS, the notice provisions of Section 66.1003(8)(b) have been complied with; and

WHEREAS, a Lis Pendens was filed pursuant to Wis. Stat. §840.11 in the Office of the Register of Deeds for Columbia County; and

WHEREAS, the public alley was dedicated by the plat of Webb and Bronson's Plat of the Town of Fort Winnebago which was recorded with the Columbia County Register of Deeds on January 1, 1849 and as of the date of this Resolution, the public alley was unused and unworked for the time period specified in Wis. Stat. §66.1003(7) and is therefore considered abandoned; and

WHEREAS, the Common Council finds that it is in the public interest to vacate such alley.

NOW THEREFORE IT IS HEREBY RESOLVED by the Common Council of the City of Portage that the City Alley set forth above, and as shown on the attached "Exhibit A," is hereby vacated and discontinued, and that pursuant to Section 66.1005 Wisconsin Statutes such discontinuance shall not terminate any

easements acquired or rights of the public in any of the underground structures, improvements or services as enumerated or otherwise existing in the public way, but such easements and rights and all rights of entrance, maintenance, construction and repair shall continue as if such public way had not been discontinued.

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

DATED this 26th day of November, 2013.

W.F. "Bill" Tierney, Mayor

Attest:

Marie A. Moe, WCPC/MMC, City Clerk

Resolution requested by:
Plan Commission

RESOLUTION NO. 13-037

**RESOLUTION RELATIVE TO ADJUSTMENT FOR PREVIOUS YEAR'S
UNUSED LEVY IN ACCORDANCE WITH SEC. 66.0602(3)(f)2, WIS. STATS.**

WHEREAS, the City of Portage's allowable levy in 2012 was greater than its actual 2012 levy; and

WHEREAS, Wis. Stats. 66.0602(3)(f)2 allows a municipality to increase its unused prior year's allowable levy limit in an amount which equals the difference between the allowable levy and the actual levy, up to a maximum of 1.5% of the prior year's actual levy; and

WHEREAS, the Finance/Administration Committee has recommended that the 2013 levy be increased \$5,000.00 of the 2012 unused allowable levy in accordance with Wisconsin Statutes.

NOW THEREFORE, BE IT HEREBY RESOLVED by the Common Council of the City of Portage, that the 2013 levy shall include an increase of \$5,000.00 from the 2012 unused allowable levy.

DATED this 26th of November, 2013.

W. F. "Bill" Tierney, Mayor

Attest:

Marie A. Moe, WCPC, MMC, City Clerk

Resolution requested by:
Finance/Administration Committee

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, 2014 and, subject to extension or other termination hereunder, the Termination Date shall be December 31, 2014.
- 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

By: _____

Date: _____

Attest: _____

LESSEE

CITY OF PORTAGE

By: _____

Date: _____

Attest: _____



November, 11, 2013

**Marie A. Moe, WCPC, MMC, City Clerk
City of Portage, Columbia County**

Marie,

Regrettably I must resign from my position on the Historic Preservation Commission due to conflicts with my professional and personal schedule.

Sincerely,

Kyle Dumbleton