

**City of Portage Common Council Meeting
Council Chambers of City Municipal Building
115 West Pleasant Street, Portage, WI
Regular Meeting – 6:15 p.m.
Public Hearing – 6:55 p.m.
December 10, 2015
Amended Agenda**

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Approval of Agenda
5. Historic Survey Overview Presentation
6. Recess for Public Hearing
Public Hearing – 6:55 p.m.
Consider the discontinuance of the pedestrian walkway located in Block 5, Block 6 and Block 7 in Woodridge Subdivision First Addition.
7. Reconvene Council Meeting
8. Minutes of Previous Meeting
9. Consent Agenda
 - A. Reports of Sub-Committees, Boards, and Commissions
 1. Police and Fire Commission, November 17, 2015
 2. Business Improvement District Board of Directors, December 2, 2015
10. Committee Reports
 - A. Human Resources Committee, December 1, 2015
 1. Consideration of recommendation for appointment of Barry Schwingel to the Lead Operator position in the Water Utility
 2. Consideration of recommendation of appointment of Angela Clemmons to the Receptionist/Administrative Assistant position
 3. Consideration of recommendation of appointment of Aaron Jahncke to the Director of Public Works/Utilities Manager position
 - B. Municipal Services and Utilities Committee, December 3, 2015

- C. Joint Community Development Block Grant Committee and Finance/Administration Committee, December 7, 2015
 - 1. Consideration of recommendation for approval of claims
 - 2. Consideration of recommendation for pre-approval of payment of year-end claims
 - 3. Consideration of recommendation for approval of 2016 Memorandum of Understanding with Columbia County Health and Human Services Aging & Disability Resource Center/Commission on Aging for Senior Nutrition Program
 - 4. Consideration of recommendation for approval of Commercial Lease Agreement with Portage Food Pantry, Inc.

- D. Legislative and Regulatory Committee, December 7, 2015
 - 1. Consideration of recommendation on change of agent for Kwik Trip, Inc., Kwik Trip 653, 1223 East Wisconsin Street, Class "A" Fermented Malt Beverage and "Class A" Cider License – Michael J. Larkins
 - 2. Consideration of recommendation on Class B Combination License application for Jack's Tap, LLC, 1207 Dunn Street, Tara Glendenning, agent

11. Unfinished Business

- A. Ordinances
 - 1. Ordinance No. 15-007 relative to Miscellaneous Offenses (Regulation of Smoking, E-Cigarettes) Tabled 05/14/15 until such time the State Legislature takes action on the proposed legislation
 - 2. Ordinance No. 15-014 relative to Administration

12. New Business

- A. Resolutions
 - 1. Resolution No. 15-048 relative to Final Resolution Relative to Discontinuance of the Pedestrian Walkway Located in Block 5, Block 6 and Block 7 in Woodridge Subdivision First Addition, City of Portage, Columbia County, Wisconsin, Pursuant to Wis. Stat. §66.1003
 - 2. Resolution No. 15-049 relative to Taxi Cab Contract
 - 3. Resolution No. 15-050 relative to Taxi Cab Vehicle Lease Agreement
 - 4. Resolution No. 15-051 relative to Personnel Policies and Procedures Manual
 - 5. Resolution No. 15-052 relative to Second Amended Final Resolution, As it Pertains to Tax Parcels 2068, 2070, 2104.1, 2106 and 1711, Authorizing Public Improvement and Levying Special Assessments Against Benefitted Property in Portage, Wisconsin (2014 Sidewalk Construction and Replacement Project)

- B. Appointments
 - 1. Business Improvement District Board of Directors – Dennis Rupers, Shane Schmidt, Mila Stahl, Klay Vehring
 - 2. Election Boards 2016 – 2017

- C. License Applications
 - 1. Secondhand Article Dealer
 - a. Bodien, Mary A. – Good Times
 - b. Game Stop, Inc. – Game Stop #6913

- D. Proclamation
 - 1. Arbor Day

- E. Mayor's Comments
 - 1. Holiday events
 - 2. Tax payments

- F. Department Report – Public Works/Engineering

13. Adjournment

**If you require special accommodations for the meeting, please contact the City Clerk's Office at 608-742-2176, no later than 48 hours prior to the meeting.

(Amended 12/07/15, 1:20 p.m.)

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that the Common Council of the City of Portage will conduct a public hearing to consider the discontinuance of the pedestrian walkway located in Block 5, Block 6 and Block 7 in Woodridge Subdivision First Addition, City of Portage, Columbia County, Wisconsin.

The public hearing will be held on the 10th day of December, 2015 at 6:55 p.m. in the Common Council Chambers at the City Municipal Building, Portage, Wisconsin.

All interested persons may appear in person or by their attorney or by agent for the purpose of offering proof either for or against the discontinuance request.

DATED this 27th day of October, 2015.

CITY OF PORTAGE

Marie A. Moe, WCPC, MMC, City Clerk

Common Council Proceedings
City of Portage

Regular Meeting
Council Chambers
City Municipal Building

November 24, 2015
Immediately Following
Public Hearing,
approximately 7:10 p.m.

1. Call to Order

Mayor Tierney called the meeting to order at 7:10 p.m.

2. Roll Call

Present: Ald. Charles, Dodd, Hamburg, Klapper, Kutzke, Lynn, Maass, Monfort

Excused: Ald. Havlovic

Also Present: Mayor Tierney, City Clerk Moe, City Administrator Murphy, City Attorney Spankowski, Director of Public Works/Utilities Manager Redelings, Finance Director Mohr, Fire Chief Simonson, Library Director Schultz, Manager of Parks and Recreation Kremer, 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 recited.

4. Approval of Agenda

Deletion: Appointment – Business Improvement District Board of Directors.

5. Minutes of Previous Meeting

Motion by Klapper, second by Charles to approve minutes of the November 12, 2015 Common Council meeting. Motion carried unanimously on call of roll.

6. Consent Agenda

Reports of Sub-Committees, Boards, and Commissions

Business Improvement District Board of Directors meeting of November 11, 2015

Historic Preservation Commission meeting of November 11, 2015

Airport Commission meeting of November 18, 2015

Motion by Maass, second by Dodd to accept the reports, with the exception of the Airport Commission, which will be placed under Committee Reports. Motion carried unanimously on call of roll.

License Applications

Operator license application for David S. Carpenter.

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

7. Committee Reports

Finance/Administration Committee meeting of November 9, 2015

Motion by Dodd, second by Charles to approve the 2015 budget encumbrances in the amount of \$16,900. Motion carried unanimously on call of roll.

It was Ald. Lynn's opinion that the inspection proposal should have been listed under the Committee report, not under Resolutions.

Park and Recreation Board meeting of November 10, 2015

Plan Commission meeting of November 16, 2015

Human Resources Committee meeting of November 17, 2015

Motion by Maass, second by Monfort to approve the hire of Jill Scherbert for the Receptionist/Administrative Assistant position. Motion carried unanimously on call of roll.

Motion by Maass, second by Hamburg to approve the 2016 – 2018 Labor Agreement with International Association of Fire Fighters Union Local 2775. Motion carried unanimously on call of roll.

Motion by Maass, second by Hamburg to approve the 2016 – 2018 Agreement with Wisconsin Professional Police Association Law Enforcement Employee Relations Division. Motion carried unanimously on call of roll.

Summaries will be provided showing changes in the agreements.

Motion by Maass, second by Hamburg to approve the 2016 Agreement with Teamsters Union Local No. 695. Motion carried unanimously on call of roll.

Airport Commission meeting of November 18, 2015

City Clerk Moe pointed out the clerical corrections that took place after the minutes were posted in the council packet.

8. Unfinished Business

Ordinances

Ordinance No. 15-007 relative to Miscellaneous Offenses (Regulation of Smoking, E-Cigarettes) Tabled 05/14/15 until such time the State Legislature takes action on the proposed legislation. No action taken.

Ordinance No. 15-012 relative to Fire Prevention and Protection. Motion by Dodd, second by Charles to read Ordinance No. 15-012 relative to Fire Prevention and Protection by title only. Motion carried 6 to 2 on call of roll with Klapper and Maass voting no. Ordinance No. 15-012 relative to Fire Prevention and Protection received its second reading by title only. Motion by Dodd, second by Hamburg to pass Ordinance No. 15-012 relative to Fire Prevention and Protection. Motion carried unanimously on call of roll.

9. New Business

Ordinances

Ordinance No. 15-014 relative to Administration received its first reading.

Resolutions

Resolution No. 15-043 relative to Establish Designated Special Purpose Funds was read and adopted unanimously on motion by Dodd, second by Charles and call of roll.

Resolution No. 15-044 relative to Adopting 2016 Budget and Tax Levy was read. Motion by Dodd, second by Charles to amend the Resolution as follows: Account No. 100-10-52120-342 Gas/Oil reduced to \$48,500; Account No. 100-10-52120-840 Equipment increased to \$1500; Account No. 100-41-49900-000 Fund Balance Applied increased to \$90,040; 2016 tax levy reduced to \$4,982,831. Motion carried unanimously on call of roll. Motion by Dodd, second by Charles to adopt Resolution No. 15-044 relative to Adopting 2014 Budget and Tax Levy with the amendment. Ald. Lynn questioned if the budget would require additional borrowing; and whether there's capacity left under the current city policy. City Administrator Murphy explained that there are plans for a borrowing next year; and that the city would still be under the prescribed statutory limitations and the requirements city policy. As to the appropriation for police body cameras, Ald. Maass requested that more information be available and discussed prior to the decision to purchase body cameras. City Administrator Murphy explained that there are numerous requirements with body cameras and a policy will need to be put in place prior to any purchase. In accordance with the Purchase Policy, Council will need to formally approve the purchase. Ald. Kutzke commented that he wanted to make sure the Council will have an opportunity to decide whether or not to go forward with the purchase. Motion carried 7 to 1 on

call of roll with Lynn voting no.

Resolution No. 15-045 relative to Contract with Safebuilt for Building Inspection/Property Maintenance Services was read. Motion by Klapper, second by Charles to adopt Resolution No. 15-045 relative to Contract with Safebuilt for Building Inspection/Property Maintenance Services. Motion by Lynn, second by Maass to amend Resolution No. 15-046 replacing the company Safebuilt with General Engineering Company.

Ald. Lynn relinquished his time to Jerry Foellmi, President of General Engineering Company. Mr. Foellmi informed the Council that his firm performs inspection services for approximately 130 – 140 municipalities in the state. Some inspectors have multiple certifications.

Ald. Maass relinquished her time to Mark Jankowski, head of the Building Inspection Division. Mr. Jankowski stated that their company does a good job; and that they know the community.

Ald. Maass relinquished her time to Ken Fish, Senior Vice President, who told the Council that their firm can respond to the city on a moment's notice; that their company is local and the low bid.

Ald. Lynn explained that General Engineering participates in various community programs and that the Council needs to support local businesses.

Ald. Kutzke stated he hasn't heard any complaints about the service; that General is the low cost bid and they are local.

Ald. Maass supported the low bid.

Ald. Klapper relinquished his time to Tim Gilbert from Safebuilt. Mr. Gilbert told the council that General Engineering is a respectable company; and he understood the sentiments in regard to General Engineering being local. Safebuilt serves over 100 municipalities in the state, and also have a community give back program.

It was Ald. Klapper's opinion that staff reviewed both proposals to determine which company best met the needs of the city. Staff felt that Safebuilt's approach is more comprehensive and proactive, an example of which is to have the city seek authority to review commercial building plans, currently being done at the state level; something which General Engineering seemed reluctant to do. Safebuilt has a permit tracking software, while General Engineering will be unveiling their software in January.

City Administrator Murphy pointed out that whichever company is selected, permit fees will be required to increase.

Ald. Hamburg supported General Engineering and questioned why the city would go with someone else after working with General Engineering for so long.

Mayor Tierney vacated the chair to Council President Maass. Mayor Tierney stated that both are good companies; but he would support staff's recommendation. If the decision is made to award the contract to General Engineering, staff will make it work. Mayor Tierney acknowledged that responsibility for any program short-comings, not only falls on the inspector, but the city. Mayor Tierney then took the chair back.

Ald. Dodd commended staff for their recommendation and agreed that if there were short-comings with the inspection program, the city needs to work with the inspector to correct. Ald. Dodd stated that his constituents have contacted him voicing displeasure of the Committee's recommendation of Safebuilt.

Ald. Monfort commented that he respected staff recommendations, but his constituents wish to retain General Engineering.

Ald. Dodd relinquished his time to Marty Genrich, who told the council that it is the building permit applicant or contractor responsibility to follow up with the inspector during a project.

Ald. Charles commented that he supported the staff recommendation, and that just being local does not guarantee a company getting awarded the contract.

Motion carried 6 to 2 with Charles and Klapper voting no.

Motion by Lynn, second by Kutzke to restate the adoption of Resolution No. 15-045, as amended, relative to Contract with General Engineering Company for Building Inspection/Property Maintenance Services. Motion carried 6 to 2 with Charles and Klapper voting no.

Resolution No. 15-046 relative to Final Resolution authorizing Public Improvement and Levying Special Assessments Against Benefited Property in Portage, Wisconsin (2015 Street and Utility Project) was read and unanimously on motion by Klapper, second by Monfort and call of roll.

Resolution No. 15-047 relative to the Discontinuance of a Portion of Mullet Street in the City of Portage, Columbia County, Wisconsin, Pursuant to Wis. Stat. § 66.1003 was read and adopted unanimously on motion by

Charles, second by Dodd and call of roll.

Resignation

Motion by Klapper, second by Dodd to accept the resignation Marlena Cavanaugh from the Historic Preservation Commission and Business Improvement District Board of Directors. Motion carried unanimously on call of roll.

Mayor's Comments

The December 10, 2015 Council meeting will begin at 6:15 p.m. There will not be a second meeting in December.

Finalists for the Director of Public Works will be at a meet and greet reception on December 1st.

December 1st is the first day to circulate nomination papers for those interested in running for office.

The Holiday Train will be here December 5th at 1:20 p.m.

The second round application for the ABC Grant has been submitted.

The Holiday Parade is November 27th at 6:00 p.m.

City Administrator Report

Meetings have been held with DNR regarding Canal Remediation for Segment 1. The DNR has funding available for dredging. The center section of the Canal will be dredged with the soil then being encapsulated as part of the County building project. This dramatically lowers the cost of remediation. The City would need to supply the sand. The City will need to adopt an intergovernmental agreement in January.

The meeting schedule for December 7th is Board of Zoning Appeals, Finance/Administration Committee, Legislative and Regulatory Committee.

10. Adjournment

Motion by Charles, second by Dodd to adjourn. Motion carried unanimously on call of roll at 8:59 p.m.

Marie A. Moe, WCPC, MMC
City Clerk

**City of Portage
Police and Fire Commission Meeting
Tuesday, November 17, 2015, 7:00 p.m.
City of Portage Municipal Building, 115 West Pleasant Street
Conference Room Two
Minutes**

Members Present: Thomas Drury, President, Pat Hartley, Kay E. Miller, Jeynell Boeck, Charles Miller

1. Roll Call

President Drury called the meeting to order at 7:04 pm. Motion to convene by C. Miller, seconded by Boeck, and motion passed unanimously on call of roll.

2. Approval of minutes of previous meeting

A motion was made by Hartley and seconded by K. Miller to approve minutes from the August 18, 2015 meeting. The motion passed unanimously on call of roll.

3. Fire Report

Chief Simonson reviewed the quarterly fire report from August 19, 2105 to November 13, 2015. He highlighted some of recent training, especially the Hazmat and Rural Search and Rescue Training. The Chief talked about the recent oil train derailment in Watertown and his plan to follow up with emergency responders there. He also mentioned our recent functional exercise on October 6th was devoted to an oil train derailment and an associated fire. The chief also mentioned a slight overall increase in personnel. Some are leaving and some are starting, but he hoped to see an overall increase by January. The department responded to 94 emergencies during the reporting period with 60 in the city and 34 in the townships.

4. Police Report

Chief Manthey reviewed the partial quarterly report from October 1, 2015 to November 17, 2015. Chief Manthey and Police and Fire Commission President Tom Drury attended a Heroin/Opiate Summit with 400 attendees on October 13th and 14th. Officer Dennis Pomeroy began teaching the DARE sessions on October 13th and hopes to be completed by December 12th. Chief Manthey highlighted the more recent heroin related issues in the report. It continues to be a major issue in our community. There would be more overdose deaths if Narcan was not

available. Officers continue to be called for assistance at Divine Savior hospital if patients become combative.

5. Approval of Police Detective promotion

Chief Manthey requested the approval for the promotion of Office Jason Stenberg to the position of Detective. The motion to approve the promotion was made by Hartley and seconded by Boeck. The motion carried unanimously. The chief wanted to recognize the assistance provided in the interview process by Detective Lt. Roger Brandner (COSO), Det. Lt. Chris Zunker (SASO), Det. Lt. Terrence Gebhardt (Beaver Dam PD) and DCI Special Agent Rafael DeLarosa.

6. Police and Fire Commission Administrative Manual review

The Police and Fire Commission Administrative Manual review began. The commission once again is using the City of West Bends Police and Fire Commission manual to benchmark the review of our manual against. The commission members reviewed and modified the City of Portage manual section;

Section VI Hiring Procedures/ Police Chief-Fire Chief

Commission members deferred approval of these changes until several training questions were clarified. Commissioner C. Miller will provide the changes to the manual to Chris Essex the fire department administrative assistant for update following final changes.

7. Police and Fire Commission meeting

The next regularly scheduled meeting was approved for February 2, 2016 at 7:00 pm.

8. Adjournment

A motion to adjourn was made by Boeck, seconded by C. Miller to adjourn the meeting at 9:35 pm. The motion carried unanimously on call of roll.

Submitted by Pat Hartley

City of Portage
Business Improvement District Board of Directors
Wednesday, December 2, 2015, 7:30 a.m.
City Municipal Building, 115 W Pleasant St
Conference Room One
Minutes

Present: President Peggy Joyce, Vice President- Dennis Rupers, Treasurer Shane Schmidt, Secretary Ian Dumbleton, Fred Galley, John Krueger, Myrna Hooper & Sheila Link.

Also present: Scott Davis, BID Contractor, Marianne Hanson-Portage Chamber of Commerce, Steve Sobieki, Mila Stahl, and Klay Vehring.

1. President Joyce called the meeting to order at 7:32 am.

2. Discussion and request for approval of BID Meeting minutes for November 11, 2015.

President Joyce presented the meeting minutes for approval. Motion by Schmidt, second by Krueger to approve the November 11, 2015. Motion passed

3. Discussion and possible action on BID Committee Chairman Reports

a. Discussion moved to Executive Committee report.

President Joyce reported that the executive committee did not meet.

i. Discussion and possible action for Board Member consideration to replace

Marlena Cavanaugh through 2016. President Joyce discussed that Sherry Douglas was not approved for Marlena's spot from last month's vote. Per Peggy it was a mutual decision between Mayor Tierney and Sherry that she would not be able to commit to morning meetings due to work schedule. President Joyce moved the discussion to the vote for the candidate to replace Cavanaugh. Klay Vehring was voted in by the board with a vote of 5-3. President Joyce made a motion to approve Klay Vehring to replace the vacated seat by Marlena Cavanaugh through 2016, Second by Krueger. Motion passed.

ii. Discussion and possible action for Board Member consideration for 3 available

board seats, terms expiring 2018. President Joyce moved the conversation to the 3 available seats for the term starting in 2016. President Joyce recommended that Vice President Rupers, Treasurer Schmidt, and Mila Stahl fill the 3 open seats for 2015. President Joyce took roll for the nominations and approval of the 3 new board members, Treasurer Schmidt was approved with a 8-0 vote, Vice President Rupers was approved with a 7-1 vote (1 to Carol Shogren), and Mila Stahl was approved with a 8-0 vote. President Joyce made a motion to approve the nomination of Shane Schmidt, Dennis Rupers, and Mila Stahl for the three open director seats in 2016. Second by Dumbleton, motion passed.

iii. Discussion and possible action on Annual Orientation Meeting.

President Joyce moved the discussion to the 2016 annual orientation meeting. The board discussed having the regularly scheduled meeting in January and then an Orientation meeting on January 25th at 6pm. Directors; Dumbleton, Hooper, and Link volunteered to plan the 2016 orientation meeting. Director Schmidt made a motion to approve a budget of no more than \$1,300 for the 2016 Orientation meeting, second by Hooper. Motion passed.

b. Discussion moved to Building & Grounds Committee report.

Buildings and Grounds nothing to report

President Joyce asked if everyone received the BID Contractor's report from Scott Davis. All agreed that they read the report and no questions or comments were offered. Motion by Schmidt, second by Rupers to accept the November 2015 Contractor's Report. Motion passed. Contractor's Report is included as Addendum1BIDDEC.pdf.

c. Discussion moved to Farmer's Market Committee report.

Nothing to report

d. Discussion moved to Grants Committee report.

No grant requests

e. Discussion moved to Marketing Committee report.

Marianne Hanson gave an update on the holiday marketing stating that the radio and Television ads are currently playing and she has had good feedback from people that have heard or seen them. Mila Stahl mentioned that she had some people in her store over the weekend that traveled from Madison as a result of seeing the advertisement.

f. Discussion moved to Streetscape Committee report.

Nothing to report

4. Discussion and update on involvement with Downtown Portage, Inc.

Director Link reported that DPI had a great turnout for the Holiday Parade and they are looking forward to the upcoming Yuletide events.

5. Discussion and possible action on treasurer's report.

a. Claims to pay

Treasurer Schmidt presented the Claims to Pay Voucher list for December, 2015. Schmidt presented the Claims to pay in the amount of \$5037.4. Motion by Krueger, second by Rupers to approve the presented Claims to pay list in the amount of \$5037.4. Motion passed. Claims to pay list included as Addendum2BIDDEC.pdf.

b. Financials – July 2015

Treasurer Schmidt presented the Financials for November. Motion by Rupers to approve financials, second by Hooper. Motion passed.

6. Discussion and possible action on BID Board Officers for 2016

President Joyce moved the conversation to nominations for BID Board Officers for the 2016 year. President Joyce made her nominations for 2016 BID Board officers as follows; President – Shane Schmidt, Vice President – Ian Dumbleton, Treasurer- Dennis Rupers, Secretary- Mila Stahl. President went around the room to confirm the Nominations, Director Galley was the only opposing recommendation as he recommended; President-Dumbleton, Vice President – Vehring, Treasurer- Schmidt, Secretary-Stahl. The board went with President Joyce's nomination with a vote of 7-1. President Joyce made a motion to approve the Executive board of President-Schmidt, Vice President Dumbleton, Treasurer Rupers, and Secretary Stahl. Second from Hooper, Motion passed.

7. Adjournment

Motion by Joyce, second by Schmidt to adjourn the meeting at 8:26 am. Motion passed.

Respectfully Submitted by Ian Dumbleton BID Secretary.

2015 Monthly BID Maintenance Contractor Report 11/01/15-11/30/15

To: BID Board

From: Scott Davis

BID District Trash Cans:

- Check all BID district trash cans empty as needed. Check all BID sidewalks and clean up trash along the curbs and cigarette butts.

Farmers Market:

BID Equipment:

- I replaced the worn out plastic cutting edge on the Polar Trac snow blade. The Polar Trac is ready for winter and the bobcat is also running great. The 4 Wheelers are also ready.

BID Building:

- The new BID building seems to be working out great.

Miscellaneous:

- The red dog wood for the planter were cut by Ryan Banks & one of his kids. Carol from Edgewater Greenhouse, Myrna, Shane and a few other volunteers help put the boughs and ribbons in the flower barrels down town. I picked up the boughs and the trees from Silent Night in Endeavor. Carol brought different types of boughs with her. Ryan & his kids put up the trees in the vacant lot down town they also put the lights and decorations on. The lights on the trees around the Commerce Plaza were put on by Ryan his kids and Mr. Eulberg.

**2015
City of Portage
Business Improvement District**

December Schedule of Vouchers

#	Date	Charge Acct	Invoice #	Amount	Vendor	Description	Account #	Description
1				\$2,500.00	BKO, LLC - Scott Davis	November 2015 Services	241	Custodial Services
2	11/10/2015		3770	\$295.40	Silent Night Evergreens	12-bbl bougths,13-Toppers,3-10-14' Spruce	821	BUILDINGS/GROUNDS
3	11/19/2015		457586	\$2,242.00	Don Rick Insurance	2016 Pkg Renewal(Cincinnati Indemnity)	510/512	Liability Ins/Property Ins
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								

Total: \$5,037.40

Pre Paid Expense Account #055.

1	11/26/2015			\$43.21	Ace Hardware	Electrical cords for Xmas trees	860	SMALL EQUIPMENT
2								
3	11/26/2015			2.95	Walgreens Balance	Monthly Fees	590	Bank Fees
4								
5								
6								
7								
8								

Total: \$46.16

Balance On Card: \$784.78

Approved for payment during City of Portage Business Improvement District Committee meeting dated _____

Shane Schmidt, Treasurer
 BID Board of Directors

Date

Approved Future Expenditures

#	Minutes Date	Amount	Account #	Description	Vendor	Description
1	7/10/2013	\$7,500.00	351	Repairs/Maintenance Supplies		Trees
2	10/9/2013	\$1,500.00	821	Buildings & Grounds	Various - Madero/Alliant - \$1500 of \$5000	Thomson/Mullet BID Storage Facility - Repairs & Clean-up
3	11/13/2013	\$1,000.00	821	Buildings & Grounds	Various - Madero/Alliant - Additional \$1000	Thomson/Mullet BID Storage Facility - Repairs & Clean-up
4	1/22/2014	\$500.00	821	Buildings & Grounds	Fire Dynamics LLC & Various Vendors	Shed Heat & Fire Safety Items
5	10/14/2015	\$9,573.75	296	Marketing	Chamber of Commerce(\$2475-NBC15:PD)	Holiday Advertising \$9325 + 15%(Chamber fee)=\$9573.75
6						
		Total:		\$20,073.75		

Designated Fund Balance - \$96,167

#	Minutes Date	Amount	Description
1	9/11/2013	\$23,708.00	Streetscape (Planters \$3992/Plant Hangers \$400-e/13/2013)
2	9/11/2013	\$36,205.00	Buildings & Grounds(New Storage: \$4420 Elect: \$750-10/14/15)
3			
4			
		Total:	\$59,913.00

Coop Funds with the City of Portage

#	Minutes Date	Amount	Description
1			
2			
3			
4			
		Total:	\$0.00

Phone: (608) 587-2445
 Fax: (608) 587-2888
 Email: chapman@maqs.net



W6717 County Rd. P
 Endeavor, WI 53930

Sold to: Business Improvement District
 115 W. Pleasant St.
 Portage, WI 53901

3770

11/10/2015

Qty.	Description	Price	Amount
12	Boughs	12.95	155.40
1	Toppers	35.00	35.00
3	Spruce 10 - 14 ft.	35.00	105.00
	Thank you!		
			\$295.40
			\$0.00
		Balance	\$295.40

Signature _____

Date _____

Thank You!

DON-RICK Insurance

www.don-rick.com

Baraboo - Holmen - Portage

Portage Business Improvement District
 319 W Franklin St
 Portage, WI 53901

INVOICE

Customer	Portage Business Improvement District 10505
Date	11/19/2015
Customer Service	Don-Rick, Inc. Wendy Gerken
Page	1 of 1

Payment Information	
Invoice Summary	2,242.00
Payment Amount	
Payment for:	Invoice#457586
ENP 011 51 94	

Thank You

Please detach and return with payment

Customer: Portage Business Improvement District

Invoice	Effective	Transaction	Description	Amount
457586	01/01/2015	Policy change	Policy #ENP 011 51 94 01/01/2015-01/01/2018 Cincinnati Indemnity PACKAGE RENEWAL - 2ND TERM - ANNUAL PREMIUM PREMIUM DUE BY JANUARY 4, 2016 THANK YOU!	2,242.00
				Total
				2,242.00
*****Future Invoices*****				
01/01/2016	2,242.00		01/01/2017	2,242.00

Thank You

Don Rick Insurance	(608)742-5548	Date
236 West Cook Street P.O. Box 465 Portage, WI 53901	dennis@don-rick.com	11/19/2015

Summary of Account Activity

Current Balance	\$784.78
Total Loads This Period	\$0.00
Total Pending Authorizations	\$0.00
Total Settled Transactions	-\$105.37

Information is updated each business morning after all transactions have been processed.

Transactions

Date	Details	Amount
11/26/2015 6:33 AM	PORTAGE ACE HARDWARE, PORTAGE ACE HARDWARE PORTAGE WI	-\$43.21
11/26/2015 1:36 AM	Monthly Fee	-\$2.95
11/07/2015 6:43 AM	SOLAR ILLUMINATIONS, RT MYERS FL, FL	-\$59.21

pd last month

Transactions are displayed in MST

City of Portage
Special Human Resources Committee Meeting
Tuesday, December 1, 2015, 6:30 p.m.
Municipal Building, Conference Room One
Minutes

Members Present: Bill Tierney, Chairperson, Doug Klapper, Mary Hamburg & Rita Maass.

Excused: Rick Dodd and Marty Havlovic.

Also Present: City Administrator Shawn Murphy and B. Redelings, City Engineer

Media Present: Bill Welsh from CATV

1. Roll call

The meeting was called to order at 6:32 pm by Mayor Tierney.

2. Approval of minutes from the November 17, 2015 meeting

Motion by Klapper, second by Maass to approve minutes from the November 17, 2015 meeting. Motion carried unanimously on call of roll.

3. Convene to Closed Session pursuant to Wisconsin State Statutes 19.85(1)(c) to conduct final interviews for City Engineer/Director of Public Works.

Motion by Klapper, 2nd by Maass to Convene to Closed Session pursuant to Wisconsin State Statutes 19.85(1)(c) to conduct final interviews for City Engineer/Director of Public Works. Motion carried unanimously on call of roll at 6:34.

4. Return to Open Session

Motion by Maass, 2nd by Klapper to return to open session. Motion carried unanimously on call of roll at 8:47 pm.

5. Discussion and possible recommendation on proposed appointment to Lead Operator Position-Water Utility.

Motion by Maass, 2nd by Hamburg to recommend appointment of Barry Schwingel to Lead Operator-Water Utility pursuant to memo by Shawn Murphy. Motion carried unanimously on call of roll.

6. Discussion and possible recommendation on proposed revisions to Personnel Policy Handbook.

Murphy presented revised Handbook, dated 11/17/15 and summarized the changes since the previous version reviewed. Maass requested the Employee Drug & Alcohol Testing Policy and Health & Safety Manual be referenced in the receipt and acknowledgement form for employees to accept. Additionally, Maass questioned the documentation for the provision that Police Chief and Police Patrol Lieutenant receive 100% payout of accumulated sick leave upon retirement. Mayor Tierney

requested language that employees may appeal merit adjustment determinations to Human Resources Committee.

Motion by Hamburg, 2nd by Maass to recommend approval of Personnel Policy Handbook with revisions as discussed. Motion carried unanimously on call of roll.

7. Discussion and possible recommendation on proposed appointment of Receptionist/Administrative Assistant.

Motion by Hamburg, 2nd by Maass to recommend approval of Angela Clemmons to Receptionist/Administrative Assistant pursuant to the terms of memo by Shawn Murphy. Motion carried unanimously on call of roll.

8. Review and Discuss 2015 City Administrator Goals and Evaluation Form.

Mayor Tierney distributed copy of City Administrator goals for review and status update. Murphy reported on the status of the Goals:

- 1) Employee Policy Handbook was completed and Committee recommended approval earlier;
- 2) work is not complete on creating a succession plan for all Department Heads;
- 3) Working relationship with the four surrounding towns: establish inter-governmental agreements with towns involving appropriate staff and elected officials; review fire agreement; vehicle replacement agreement-Murphy reported that relationships with the 4 Towns have improved due in large part to Mayor's initiative on establishing more frequent dialog and consultation with Town Chairs. A 2 year Fire Agreement was approved earlier this year with the 4 Towns in which the town's portion of the Vehicle Replacement Fund was transferred by agreement to the Town's agent for management. An outline for a boundary agreement was drafted and presented to the Town of Fort Winnebago, discussions on this are ongoing;
- 4) Improve both internal and external communications, utilizing various forms of media to improve Portage's image, including the city's website. A direct mail newsletter was developed in conjunction with O'Brion Printing selling advertisement which fully funded the cost of the printing and distribution of the newsletter. Increased utilization of social media has been utilized to communicate with residents on projects and events in the City and the Website needs overhaul and replacement.

Mayor distributed a 360 Evaluation draft form for use on the Administrator with a request to submit comment on the form and recipients by next week.

9. Adjournment

Motion by Maass, second by Hamburg to adjourn the meeting at 9:45 pm. Motion carried unanimously.

Submitted by Shawn Murphy

MEMORANDUM

To: Human Resources Committee
From: Shawn Murphy, City Administrator
Re: Appointment to Lead Water Operator Position
Date: December 1, 2015

On Monday, November 30, 2015; Kevin Bortz, Bob Redelings and I interviewed Barry Schwingel, the only applicant for this position. Mr. Schwingel has been with the City since 1999, starting out as a mechanic, subsequently transferring to the Water Department as an operator since 2008. Mr. Schwingel possesses the required certifications and experience to be eligible for appointment to this position. Barry pursued a Bachelor of Science in Business Administration and intends to complete his degree. K. Bortz noted that Barry's mechanical aptitude and troubleshooting abilities make him an invaluable member of the water department. Barry has demonstrated an advanced proficiency in the operation and maintenance of the pumping and control systems as well as overall familiarity with all other operations and facilities of the Water Department.

Additionally, Barry has a relaxed temperament that lends to objectivity and supervisor maturity in emergency and stressful situations. Barry has also demonstrated a strong interest and desire to employ more technology in water operations.

During the interview for this position, Mr. Schwingel's responses to the panel's questions demonstrated his overall awareness of the importance of the water utility, the ability to effectively interact with contractors and the general public and the role of the lead operator to act in the absence of the Superintendent.

Therefore we recommend the appointment of Barry Schwingel to the Lead Water Operator position to become effective December 20, 2015 (1st pay period in 2016), at which time he shall receive \$0.75/hour in addition to his base wage rate.

Cc: B. Redelings, City Engineer
K. Bortz, Superintendent

Attachment: Position Description

**City of Portage
Municipal Services and Utilities Committee Meeting
Thursday December 3, 2015, 5:30 p.m.
Municipal Building, 115 West Pleasant Street, Conference Room One
Minutes**

Members Present: Doug Klapper, Chairperson; Mary E. Hamburg; Jeffrey F. Monfort
William A. Kutzke.

Others Present: Bob Redelings, Public Works Director; Tammy O'Leary; Public Works
Secretary; Bill Welsh, CATV; Craig Sauer; PDR; Richard Smith; GEC; Dave
Hornisher, Wastewater Superintendent; Kevin Bortz; Water Superintendent;
Kim Standke; Public Works Superintendent .

Excused: Rick Dodd

1. Roll Call

The meeting was called to order at 5:31 p.m.

2. Approval of meeting minutes from meeting on Thursday November 5, 2015.

Motion by Hamburg second by Kutzke to approve the minutes from November 5, 2015.

Roll Call 4-0. Passed

3. Discussion and possible action on street lighting for River Street.

Director Redelings referenced the email from Ben Neumann about the lack of street lights in the first part of the 100 block of River Street. Redelings indicated street lights are about 400 feet apart between W. Wisconsin Street and the first curve on River Street. Four hundred feet is considered the maximum spacing for street light. It costs about \$2,000 to \$3,000 to install a pole and roughly \$30 to \$40 a month in energy costs. Continue discussion at next meeting with more exact cost estimates.

No action at this time.

4. Discussion and possible action on the Hwy 51 reconstruction project.

Redelings referenced the public information meeting with DOT on numerous options for intersections and driving lanes. Discussion to narrow down some of the alternatives for the Hwy project. Committee discussed multiple options with consideration given to traffic flow, pedestrians, bike paths and local business. Further discussion at future meetings.

Motion made by Klapper second by Kutzke to not exceed 44 feet of street width for the DeWitt Street segment of the project.

Roll Call 4-0. Passed

5. Discussion and possible action on (south) water tower painting project.

Redelings stated a contractor recently did some additional tests on the tower and concluded the painting project could be pushed out a few years. Redelings stated there is some repair work and touch up painting needed. The cost will be approximately \$15,000.

No action taken.

6. Update on Public Work operations (includes levee brushing program).

Public Works Superintendent Standke stated the City hired the County to mow south of the rip rap areas from Trecek going south. The County had spent around 25 hours mowing along the levee with their boom mower. The City is waiting for the area to freeze so they can do some brush clean up with possibly the assistance of volunteers from Renewal Unlimited. Standke will be contacting the DNR to see if there is anything that can be sprayed on the areas to prevent future brush growth along the waterway. Standke stated the goal is to do a 1/3 of the area yearly to keep up with levee maintenance.

No action taken.

7. Update on Water Works operations.

Richard Smith (GEC Architect) gave an overview of the 3 options of the new Water Maintenance Facility. Redelings stated the staff recommends (option 1) the largest square footage (\$10,250 sq. ft.) for optimizing space for the garage and future growth. Smith stated with this option there was limited snow storage. The smallest square footage - option 2 gives more snow storage with less garage space. The last option (option 3) has 10,250 sq. ft. with a different building layout.

The committee requested cost estimates for all 3 options for further discussion at next month's meeting.

No action taken.

8. Update on Wastewater operations (includes status of Ray-O-Vac lift station project).

Redelings stated that the Ray-O-Vac lift station is currently located on airport property. With the airport looking at making improvements to the property, an option to relocate the lift station from Airport property is being considered. The Bureau of Aeronautics verbally stated they would financially help with removal of the lift station from the runway clear zone.

Waste Water Director Hornisher discussed some of the ongoing issues with the pump station and Columbia Correction Institute with the amount of debris that is making its way in to the system and clogging the pumps. Hornisher stated with the new lift station a vertical screen could be added to help with removing debris.

Redelings stated the 5 year WPDES permit with the DNR has just been received. The City has 2 weeks to review and draft a permit prior to the 30 day public comment period.

Redelings did state that Standke, Bortz and Hornisher have completed their training and received certificates in Public Works Management.

9. Public Works Report

- Update on Removal of E. Cook St. and E. Wisconsin St from National Highway System (NHS)-Redelings stated based on comments provided at the public information meeting there was no benefit to keeping the segments on the system so they were removed.
- Update on Canal Projects (City, DNR) - Redelings state the City and DNR are progressing with the respective projects. The DNR should have their study done within a year. So a budget request will go before the legislative.
- Update on Columbia County Gateway Project- Redelings stated the City and County have been working closely together bring their site approval and Conditional Use permit to Plan Commission on Dec. 21st. The DNR recognizes the cleanup of the canal in that area at the time the building are removed and before the new building erected. The segment of the canal to be cleaned up is between Dewitt and Adams and could occur in spring of 2016.
- Update on STH 33 (Cook St.) study.-Redelings stated the project has been separated to 3 segments (Baraboo, Portage and Rural Segment) this will go on for a couple of years.
- Update on STH16/I39 Project-Redelings stated intersection of STH 127 and STH16 is being analyzed for signalization or a roundabout. The project will entail

street resurfacing of Hwy 16 from Boeck Rd. to the railroad bridge on the east end. Possible construction in 2017.

10. Adjournment

Chairperson Klapper adjourned the meeting at 7:04 p.m.

Prepared by Tammy O'Leary, Public Works Secretary.

**City of Portage
Community Development Block Grant &
Finance/Administration Committee Meeting
Monday, December 7, 2015 6:00 p.m.
City Municipal Building, 115 West Pleasant Street
Conference Room One
Minutes**

Members: Rick Dodd, Chairperson; Mike Charles, Martin Havlovic, Doug Klapper, Richard Lynn

Also Present: Administrator Murphy, Finance Director Mohr, Ted Chesney, Barb Chesney, Karen Zepecki, Gayle Mack, Charles Bradley, Mark Goldsworthy – Food Pantry, Bill Welsh – Cable TV, Craig Sauer – Daily Register

1. Roll call

The meeting was called to order at 6:00 pm by Chairperson Dodd.

2. Approval of minutes from November 9, 2015.

Motion by Charles, second by Klapper to approve minutes from November 9, 2015 with the correction of name from Mike to Mark Jankowski. Motion carried 5-0 on call of roll.

3. Discussion and possible approval of CDBG subordination request.

Mohr presented the subordination request from Bank of Wisconsin Dells where the homeowner is looking to refinance an existing mortgage to obtain a comparable interest rate and extend the payment terms, along with including the closing cost in the new mortgage.

Motion by Klapper, second by Lynn to approve the CDBG subordination request noted above. Motion carried 5-0 on call of roll.

4. Discussion and possible recommendation on claims.

Mohr reviewed some of the higher dollar claims for construction projects noting the bill from Basset for work done to the boiler and gas leak at the Wastewater Treatment Plant.

Motion by Klapper, second by Charles to recommend to approve claims in the amount of \$895,857.79. Motion carried 5-0 on call of roll.

5. Discussion and possible recommendation on pre-approval of payment of year-end claims.

Dodd indicated this is a standard year end procedure in order to pay claims timely.

Mohr indicated that it assists in streamlining the year end closing process; claims paid will be presented at the January 11th, 2016 Finance Meeting.

Motion by Havlovic, second by Charles to recommend the pre-approval of payment of year-end claims. Motion carried 5-0 on call of roll.

6. Discussion and possible recommendation on Taxi agreement.

After motion and second, Mohr reviewed the RFP selection process for the SRT program starting on 1/1/2016 and ending on 12/31/2017 with three additional year option years. Following State and Federal guidelines the RFP was advertised on Vendornet; and the city's website. The internal state approved team of Clerk Moe, Administrator Murphy, and Finance Director Mohr reviewed and scored the 3 proposals, Running, F.D.S. Enterprises, Inc. (FDS), and ComfortCare Transportation, LLC (CCT).

The first criteria section started with meeting a Minimum Requirement threshold of which CCT did not meet but the state advised the city to still include the proposal in the review. The criteria section then included a scoring of 3 Technical/Performance Aspects: Professional Competence worth 20 points; Capacity 25 points; and Experience 25 points for a total possible of 70 points. The grading percentages were Excellent 100%; Good 80%; Acceptable 50%; and Marginal 20% of the total available points by category. The 3 team members individually graded each of the 3 RFPs and then met as a group to form a consensus. The consensus scoring for the Technical/Performs Aspects ranked Running with 70 points; FDS with 60 points; and CCT with 14 points.

The second part of the process incorporated the pricing aspect. A total of 30 points is available for the pricing section 100% is assigned to the lowest cost (30 points FDS); 80% to the 2nd lowest (24 points Running); and 60% to the 3rd lowest (18 points CCT). Pricing between the 1st and 2nd proposals were within 4% with the 3rd proposal close behind.

The total points were Running 94, FDS 90, and CCT 32. The main deciding factors encompassed software & tracking capabilities; personnel experience and exposure in the SRT programs; policies and programs in place ie: Drug & Alcohol; Dispatch & Fleet Maintenance. The Selection Team recommends Running, Inc. with the high overall score.

Motion by Havlovic, second by Charles to recommend awarding the SRT contract noted above including the 2016 Vehicle Lease to Running as presented in the packet. Motion carried 5-0 on call of roll.

7. Discussion and possible recommendation on MOU with County HHS.

Murphy reviewed the 2016 MOU with the County HHS pointing out the change under section 11 regarding the availability the day before, during, and day after an election; along with the first and third Wednesdays.

Motion by Charles, second by Havlovic to recommend the MOU with County HHS. Motion carried 5-0 on call of roll.

8. Discussion and possible recommendation on Food Pantry Agreement.

Murphy reviewed the proposed 8 year lease with Portage Food Pantry, Inc. (Pantry) starting 1/1/16 for the Lincoln Park Building located at 405 E. Howard St. Murphy noted that the conditional use permit was approved last month.

Murphy indicated that the Park & Recreation Board has reviewed and are supportive of the Lease and the Lease Hold Improvements (LI) referenced under section 5; summarized in Exhibit B. Murphy also shared estimated costs for the improvements noting the city share could range from \$34,250 (asphalt roof) to \$48,549 (steel roof) depending on what is selected at the time of construction. Funding would come from the Parkland Fund and/or Borrowing.

Murphy pointed out that under 11 B. there is a tiered LI reimbursement schedule if the Landlord exercises early termination of the Lease; and under 16.B.4 if the Tenant fails to cure or correct any default the Tenant shall not be reimbursed any of the Tenant's LI costs.

Gale Mack from the Pantry indicated that they are aware and able to meet the Pantry's portion of the LI. Lynn questioned if the restroom met state code for the size of the building. Mack stated that it did as the building is considered a warehouse.

Lynn requested that the Pantry speak to the concerns his constituents have expressed regarding having a commercial business in a residential setting. Mark Goldsworthy indicated that the Pantry will be open 3 hours a week – one on Monday, Wednesday, and Thursday. They have operated on the 100 block of W. Pleasant Street for 34 years and have not encountered traffic issues; there are 10 cars at the most along with 1-2 cars for volunteers. Once a month a 19' U-Haul drops off food and takes about 1 hour to unload. Other deliveries are by the car load.

Motion by Charles, second by Lynn to recommend the Food Pantry Agreement. Motion carried 5-0 on call of roll.

9. Discussion and possible recommendation on financing source for replacement of airport beacon light.

Klapper indicated that the Airport Commission is requesting that the Water Department share in the cost in replacing the light on the water tower at the Airport. Basic lights are required to be placed on the water towers; a 2-headed rotating beacon light is requested by the Airport.

Motion by Lynn to split the cost 50/50 between Airport and Water Dept, second by Klapper. After further discussion as to the fairness of the split, Motion and second were withdrawn.

Motion by Charles, second by Klapper to replace the light in the amount of \$4,455.00 utilizing funds from the Airport with reimbursement of the cost of a basic light from the Water Dept to be determined and presented at the January meeting.

Claims - Finance Meeting 12/07/15

Vendor Summary Report

32,110.56	Alliant
11,783.90	Alliant; E Haertel \$10,228; Clemons Ct \$1,555.90
2,340.00	Aquachem Sewer chemicals
20,596.70	BASSETT MECHANICAL City PW \$442.80; Sewer boilers & gas leak \$20,153.90
9,003.31	Col Cty Highway - Repairs New Pinery, Haertel, Slifer
2,465.00	Danel Bros. Tree Service
2,192.88	Frontier
2,482.30	Galls, Aramark - Ballistic Shield
23,260.10	General Engineering (1)
2,478.30	Grainger Sewer \$502.02; Fire \$1976.28
4,221.19	Hawkins Sewer
4,520.00	ITI 2016 Software
26,300.00	JF Ahern \$26,300 Screw Pump S11 Final Bill
2,128.00	Leadsonline 2016 Investigation System
7,530.00	Miller -Bradford & Risberg Bucket for Wheel Loader 15-42008
2,278.83	MN Life Ins
30,332.26	Portage Water Utility
2,000.00	R.A. Smith National - VMF Wetland Delineation 15-30C02
45,840.01	Wisconsin Retirement System
3,294.54	Xylem Transmitter; Transducer

(1) General Engineering		
\$	17,876.35	River St 14-20C01
\$	1,076.50	RBC BEAR REPL 15-620S12
\$	1,481.00	Water Bldg 15-610W06
\$	1,156.25	Rayovac Lft 15-620S08
\$	775.00	Permits Comm (4)
\$	895.00	Permits Resid (14)
\$	23,260.10	

237,157.88 Subtotal

277,988.99 277,988.99 Total
85%

Paid Invoice Listing 148343-148423

9,830.00	4 Seasons - WWTP Retain Wall 15-620S07
1,762.28	Columbia Cty Treas - Muni Court
2,650.00	Scott Davis BID Contractor
5,977.01	Delta Dental
2,242.00	Don Rick - BID
9,155.00	DTP - Yuletide BID \$6,655; Toursim \$2,500
3,924.00	Miller & Miller
66,941.80	Running; Aug & Sept Taxi
4,614.31	State of WI - Muni Court
2,475.00	WMTV BID HOLIDAY COMMERCIAL

109,571.40 Subtotal

119,260.01 119,260.01 Total
92%

Manual Checks Issued - Wires

13,442.00	Great West Retirement Svc
73,032.72	Comm Bank of Ptg Tax W/H Fed (903/905)
21,010.68	Comm Bank of Ptg Tax W/H State (907)

107,485.40 Subtotal

107,485.40 107,485.40 Total
100%

Water Claims not paid input date 12/1/15-12/31/15

3,183.11	Cargill
2,889.96	Martelle Water Treatment
2,127.04	Midwest Meter
160,713.38	Sewer

168,913.49 Subtotal

177,564.12 177,564.12 Total
95%

Water Pd Claims 15434-15445

32,243.68	City Treasurer - Muni Owned Tax; AP; Debt
4,338.72	Alliant Energy
29,692.61	City Treasurer - Payroll
146,510.33	Sewer

212,785.34 Subtotal

213,559.27 213,559.27 Total
99.6%

\$ 895,857.79 Total Claims

DATE: 12/04/2015
TIME: 13:51:56
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CITY OF PORTAGE
VENDOR SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 12/10/2015

VENDOR #	NAME	AMOUNT DUE
ADAMCOL	ADAMS-COLUMBIA ELECTRIC COOP	33.91
ALERETOX	ALERE TOXICOLOGY SERVICES INC	58.25
ALLIENE	ALLIANT ENERGY	32,110.56
ALLIPTG	ALLIANT ENERGY	11,783.90
AMAZON	AMAZON	245.42
AMERFAS	AMERICAN FASTENER	122.92
AQUACHE	AQUACHEM OF AMERICA INC.	2,340.00
ARAMUNI	AUS LA CROSSE MC LOCKBOX	518.38
BAKEENT	BAKER & TAYLOR	630.13
BARTPE	PETER BARTACZEWICZ	139.26
BASSMEC	BASSETT MECHANICAL	20,596.70
BELLFOR	BELL FORD	924.04
CAPIBAT	CAPITOL CITY BATTERY, INC.	0.00
CAPNEWS	CAPITAL NEWSPAPERS	1,957.30
CARDMEM	CARDMEMBER SERVICE	997.15
CARTDIR	CARTRIDGES DIRECT	265.96
CCHIGH	COLUMBIA COUNTY HIGHWAY	9,003.31
CCSHER	COLUMBIA COUNTY SHERIFF'S DEPT	150.00
CCSOLID	COLUMBIA CO. SOLID WASTE	36.00
CENTLINK	CENTURY LINK	51.97
CENTSPR	CENTURY SPRINGS BOTTLING CO	220.80
CHARCOM	CHARTER COMMUNICATIONS	885.64
CINTAS	CINTAS CORPORATION #446	678.89
COMMSVC	COMMUNITY SERVICE ASSOC. S.C.	175.63
COUNPLU	COUNTRY PLUMBER, INC	316.94
CRAWOIL	CRAWFORD OIL CO., INC.	554.95
CTLABOR	CT LABORATORIES, LLC	1,545.48
DANBRO	DANIEL BROS. TREE SERVICE	2,465.00
DAVISCON	DAVIS CONSTRUCTION CO	340.00
DEANHEAL	DEAN CLINIC	21.00
DEMCO	DEMCO, INC.	120.32
DIVISAV	DIVINE SAVIOR HEALTHCARE	1,920.00
ELECONE	ELECTRIC ONE	684.27
ELECSYS	ELECTION SYSTEMS & SOFTWARE	1,085.99
FRONTON	FRONTIER ONLINE	2,192.88
GALLS	GALLS, AN ARAMARK COMPANY	2,482.30
GAVIALB	ALBERT GAVINSKI	240.00
GENENG	GENERAL ENGINEERING COMPANY	23,260.10
GRAINGER	GRAINGER	2,478.30
GREYHOU	GREY HOUSE PUBLISHING	155.00
H&MCON	H & M CONTRACTING LLC	285.00
HAMMARB	HAMM'S ARBORCARE, INC	108.00
HAWKWAT	HAWKINS INC.	4,221.19
HOHLFAR	HOHL'S FARM SUPPLY	1,010.00

DATE: 12/04/2015
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CITY OF PORTAGE
VENDOR SUMMARY REPORT

PAGE: 2

INVOICES DUE ON/BEFORE 12/10/2015

VENDOR #	NAME	AMOUNT DUE
HOLIWHO	HOLIDAY WHOLESale	180.00
INFOTEC	INFORMATION TECHNOLOGIES INC.	4,520.00
INGRBOO	INGRAM LIBRARY SERVICES	1,615.30
INTEELE	INTERSTATE ELECTRIC SUPPLY CO.	314.66
JEFFFIR	JEFFERSON FIRE & SAFETY, INC.	295.00
JFAHREN	J.F. AHERN COMPANY	26,300.00
JOHNDEE	JOHN DEERE FINANCIAL	249.95
KIMBMID	KIMBALL MIDWEST	73.03
LEADS	LEADSONLINE.COM	2,128.00
LMSCON	LMS CONSTRUCTION INC	132.50
MCFARMAN	MANDY MCFARLANE	1,040.00
MDAPLUM	MDA PLUMBING & HEATING INC	450.00
MIDTAPE	MIDWEST TAPE	707.76
MILLBRAD	MILLER-BRADFORD & RISBERG INC	7,530.00
MINNMUT	THE MINNESOTA LIFE INSURANCE	2,278.83
MOORMED	MOORE MEDICAL CORP.	168.37
MTSSAFE	MTS SAFETY PRODUCTS INC	225.94
NAPAAUT	NAPA AUTO PARTS	1,329.76
NORTCEN	NORTH CENTRAL LABORATORIES	695.55
OREIAUT	O'REILLY AUTO PARTS	34.50
PARAMOU	PARAMOUNT ELECTRIC	225.00
PARTSMAS	PARTSMAS	164.15
PENGRAN	PENGUIN RANDOM HOUSE LLC	245.25
PETTY	PETTY CASH	101.45
PITNEYBO	PITNEY BOWES PURCHASE POWER	150.53
POMEDE	DENNIS J. POMEROY	170.84
POMPTIR	POMP'S TIRE SERVICE INC	445.40
PORTDAI	PORTAGE DAILY REGISTER	182.00
PORTDIE	PORTAGE DIESEL , INC.	110.12
PORTLIB	PORTAGE PUBLIC LIBRARY	15.57
PORTLUM	PORTAGE LUMBER	209.06
PORTSCH	PORTAGE COMMUNITY SCHOOL DIST.	1,198.64
PORTWAT	PORTAGE WATER UTILITY	30,332.26
PREMWAT	PREMIUM WATERS, INC.	49.00
QUALBOO	QUALITY BOOKS INC.	838.15
RASMITH	R.A. SMITH NATIONAL	2,000.00
RENNFIR	RENNERT'S FIRE EQUIPMENT	259.06
RHYMBUS	RHYME BUSINESS PRODUCTS	90.00
SADLJO	JOSEPH SADLON	43.13
SCHUSMA	SCHULTZ SMALL ENGINE	28.30
SCOTTCON	SCOTT CONSTRUCTION INC.	725.80
SCW	SOUTHERN COMPUTER WAREHOUSE	129.52
SOBISTE	STEVE SOBIK	217.92
SPEEDEE	SPEE-DEE DELIVERY SERVICE	13.44

DATE: 12/04/2015
TIME: 13:51:56
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CITY OF PORTAGE
VENDOR SUMMARY REPORT

PAGE: 3

INVOICES DUE ON/BEFORE 12/10/2015

VENDOR #	NAME	AMOUNT DUE
STAPLES	STAPLES CREDIT PLAN	1,263.80
STRAASS	STRAND ASSOCIATES INC	971.26
SUPECHE	SUPERIOR CHEMICAL INC	2,046.52
TOWPAC	TOWN OF PACIFIC	100.00
TRECEK	TRECEK AUTOMOTIVE OF	136.99
ULTRACOM	ULTRACOM WIRELESS	29.95
UNIQMAN	UNIQUE MANAGEMENT SERVICES INC	116.35
USCELL	U. S. CELLULAR	1,415.39
UWMADSO	UW MADISON	120.00
UWSOIL	UW SOIL TESTING LAB	219.20
V&H	V&H, INC. TRUCKS	25.62
WALMART	WALMART COMMUNITY	109.53
WALSACE	WALSH'S ACE HARDWARE	284.95
WCMA	WISCONSIN CITY/COUNTY	146.31
WDATCP	WISCONSIN DEPT OF AGRICULTURE,	35.00
WEAVAUT	WEAVER AUTO PARTS	845.99
WELWILL	WILLIAM P. WELSH	565.00
WIDOJ	WI DOJ/DCI	597.50
WISTLAB	WI STATE LABORATORY OF HYGIENE	1,144.00
WRS	WISCONSIN RETIREMENT SYSTEM	45,840.01
XYLEM	XYLEM WATER SOLUTIONS	3,294.54
ZARNBRU	ZARNOTH BRUSH	1,054.50

TOTAL ALL VENDORS: 277,988.99

Report Criteria:

Check.Check No = 15434, 15435

Per	Date	Check No	Vendor No	Payee	Invoice No	Seq	GL Acct No	Discnts Taken	Seq Amount
11/15	11/13/2015	15434	370	DIGGERS HOTLINE INC	151 0 40801	1	1-641340		222.88
11/15	11/13/2015	15435	1614	P W U PETTY CASH	7/15 THRU 10/15	1	1-652354		4.20
					7/15 THRU 10/15	2	1-930290		34.49
					7/15 THRU 10/15	3	1-635350		92.93
					7/15 THRU 10/15	4	1-641340		56.53
					7/15 THRU 10/15	5	1-903291		29.95
Total 15435									218.10
Totals:									440.98

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt	Amount Paid	Date PD
ALLIANT ENERGY/WP&L							
	Total ALLIANT ENERGY/WP&L				766.58	.00	
ARAMARK UNIFORM SERVICES							
	Total ARAMARK UNIFORM SERVICES				172.39	.00	
CARDMEMBER SERVICE							
	Total CARDMEMBER SERVICE				609.95	.00	
CARGILL INC-SALT DIVISION							
	Total CARGILL INC-SALT DIVISION				3,183.11	.00	
CHARTER COMMUNICATIONS							
	Total CHARTER COMMUNICATIONS				64.99	.00	
CT LABORATORIES, LLC							
	Total CT LABORATORIES, LLC				180.00	.00	
DAVIS CONSTRUCTION							
	Total DAVIS CONSTRUCTION				150.00	.00	
FRONTIER							
	Total FRONTIER				52.93	.00	
H & M CONTRACTING							
	Total H & M CONTRACTING				62.87	.00	
HACH COMPANY							
	Total HACH COMPANY				359.89	.00	
HD SUPPLY WATERWORKS, LTD							
	Total HD SUPPLY WATERWORKS, LTD				364.62	.00	
HYDRANT SERVICE & REPAIR LLC							
	Total HYDRANT SERVICE & REPAIR LLC				945.00	.00	
JOHNSON MECHANICAL LLC							
	Total JOHNSON MECHANICAL LLC				1,975.00	.00	
MARTELLE WATER TREATMENT							
	Total MARTELLE WATER TREATMENT				2,889.96	.00	
MIDWEST METER INC							
	Total MIDWEST METER INC				2,127.04	.00	
NAPA AUTO PARTS							
	Total NAPA AUTO PARTS				36.94	.00	
P W U							
	Total P W U				1,152.24	.00	
PUBLIC SERVICE COMMISSION WISC							
	Total PUBLIC SERVICE COMMISSION WISC				85.40	.00	
SEWER UTILITY							
	Total SEWER UTILITY				160,713.38	.00	
STAPLES CREDIT PLAN							

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt	Amount Paid	Date PD
	Total STAPLES CREDIT PLAN				203.94	.00	
U S POSTAL SERVICE							
	Total U S POSTAL SERVICE				313.00	.00	
VAN'S CONSTRUCTION INC							
	Total VAN'S CONSTRUCTION INC				400.00	.00	
WESTECH ENGINEERING, INC							
	Total WESTECH ENGINEERING, INC				729.89	.00	
WI STATE LABORATORY OF HYGIENE							
	Total WI STATE LABORATORY OF HYGIENE				25.00	.00	

Total Paid: -
Total Unpaid: 177,564.12
Grand Total: 177,564.12

Portage Water Utility

Dated: _____

10. Adjournment.

Motion by Charles, second by Klapper to adjourn the meeting at 6:53 p.m. Motion carried 5-0 on call of roll.

Jean Mohr, Finance Director

COLUMBIA COUNTY HEALTH AND HUMAN SERVICES
AGING & DISABILITY RESOURCE CENTER/COMMISSION ON AGING
2016 Memorandum of Understanding

() County Copy
() Provider Copy
MOU # 2016-004

MEMORANDUM OF UNDERSTANDING ("MOU") BETWEEN THE CITY OF PORTAGE, WISCONSIN ("City") AND THE SENIOR NUTRITION PROGRAM OF COLUMBIA COUNTY ("Program") FOR JANUARY 1, 2016 THROUGH DECEMBER 31, 2016.

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

1. The City agrees to permit the use of its building and facilities at the basement level for the conduct of a Senior Nutrition Program. These facilities will be made available for the serving of an 11:30 meal Monday through Friday of each week from 9:00 a.m. to 1:00 p.m.
2. The City will provide the Program with working appliances, electricity, heat, hot water, pest control, snow/ice removal, adequate restroom facilities and use of the parking lot associated with the Meal Site for a reasonable time before, during, and after the times that meals are provided.
3. The Program agrees to clean the kitchen and adjoining facilities after each use, dispose of all garbage and place all trash from the Senior Nutrition Program in securely tied plastic bags and remove them from the building site.
4. The City will ensure that the area used for Meal Sites will be clean, with no garbage sitting out during the Senior Nutrition Meal times. If space is used by other parties, the Program equipment should not be used including the steam table, coffee maker, silverware, etc,
5. The Program does not wish to cause any unreasonable or unnecessary loss or financial burden to the City, and therefore agrees to compensate the City for City owned equipment lost, broken, or damaged due to the negligence of agents of the Program, exclusive of maintenance or repairs resulting from ordinary use.
6. This MOU begins January 1, 2016 and ends December 31, 2016. Either Party may terminate this MOU after forty-five (45) days written notice. Any change or alterations to said MOU must be in writing and approved by both Parties.
7. The Program agrees to have a paid or volunteer Site Manager present during the serving of all meals.
8. The Program agrees to pay a consideration of \$200.00 per month, not to exceed \$2,400.00 annually.
9. Both Parties agree to secure and maintain policies of fire and extended coverage and liability insurance in amounts adequate to insure their interests in all properties located at the described location (please attach a copy of said policies).
10. This MOU states that any additional equipment installation or deviation from routine room use by the Program will be done only with explicit consent of City management.
11. If painting, remodeling, or repair work will be done by the City or during the Program hours, The City agrees to provide the Program with a 72 hour work day notice to allow for other arrangements to be made if necessary. Both Parties agree that no congregate meals will be served on site for the following days: the day of election, the day before an election, the day after an election, the first and third Wednesday of the month (unless approved/requested by the group utilizing the facility on those days), and the second Monday of the month. The kitchen will be available for the Program's use during these times for the packaging of meals for the home delivered meal program. If the meal site will be unavailable for a time period of more than 1 week, the City will give a 75 day notice to the Program.
13. To avoid conflict with city observance of holidays, the Program will observe and where necessary close the meal site on those days major holidays are observed by the City.

**COMMERCIAL LEASE
FOR**

Tenant:	Portage Food Pantry, Inc.	Rental Space:	Lincoln Park Building (See attached floorplan)
Address:	211 West Pleasant Street Portage, WI 53901	Dates of Lease:	January 1, 2016 to December 31, 2023 (Initial Term)
Contacts:	Mark Goldsworthy, Treasurer	Rent:	Electric & Natural Gas

This Lease Agreement ("Lease"), made this _____th day of **December, 2015** and in consideration of the mutual promises and covenants contained herein, the **City of Portage**, 115 W. Pleasant St., Portage, WI 53901, a municipal corporation ("Landlord") and the **Portage Food Pantry, Inc.**, 211 W. Pleasant Street, Portage, WI 53901, a non-stock corporation ("Tenant") agree as follows:

- 1. PREMISES.** Landlord agrees to lease to Tenant and Tenant agrees to lease from Landlord a portion of the **Lincoln Park Building** located at 405 E. Howard Street (Parcel #772), Portage, Wisconsin ("Premises"). The leased Premises is shown on the attachment hereto, marked Exhibit A and made a part hereof, consisting of approximately 1219 square feet and identified on Exhibit A as "Storeroom" and "Customer Lobby". The bathroom is a common area that shall be exclusively used by the Tenant during the Tenant's hours of operation, but otherwise available to the public from the outdoor entrance pursuant to the policies of the City of Portage. The portion of the building labeled as "Storage" on Exhibit A is not part of the leased premises, and will not be cleaned or heated by the Tenant, or accessible to the Tenant.
- 2. TERM.** This Lease shall be for a term commencing **January 1, 2016** ("Commencement Date") and ending **December 31, 2023** ("Initial Term"). Upon lapse of the initial term, this Lease shall renew automatically for additional 1-year terms unless either the Landlord or Tenant provides notice of termination. The notice of termination shall be given in writing at least 90 days before the end of the term. The base rental rate for the additional terms shall be the rent payments as stated in the Initial Term unless both parties agree to another base rental rate. If the Landlord terminates this Lease during the Initial Term, Landlord shall reimburse Tenant for cost of leaseholder improvements per Section 11.B.
- 3. BASE RENT.** This Lease does not require any base rent to be paid from the Tenant to the Landlord. The Landlord's consideration under this Lease is the Tenant making the specified leasehold improvements which will allow the Lincoln Park Building to be more fully utilized by the residents of the City as well as the tenant making available to the public the service of a community food pantry.
- 4. UTILITIES.** Tenant agrees to assume responsibility for and pay the monthly electric and natural gas (heat) utility bills for such services as obtained from Alliant Energy ("Private Utilities"). The Tenant shall be responsible for prompt payment of said utilities including any late charges, penalties, reconnection fees or deposits as required by Alliant to maintain service of said utilities. Landlord shall be responsible to coordinate connection of water and sewer utilities and pay for the the monthly charges for the duration of this Lease ("Public Utilities").
- 5. LEASE HOLD IMPROVEMENTS.** Tenant agrees, in addition to the Base rent, to design and construct, soley at their cost, the cost of leasehold improvements to the Premises as approved by the Landlord and summarized in Exhibit B of this Lease. As to certain build-outs, the Tenant shall construct and the Landlord shall reimburse Tenant as provided in Exhibit B.

- 6. SECURITY DEPOSIT.** Tenant agrees to pay security deposit of \$600.00 prior to the start of the lease date. Landlord will hold the Security Deposit of \$600.00 in a non-interest bearing account for the term of this Lease. Landlord will have the right to use the security deposit to pay for damages caused to the Premises by Tenant, as well as pay for any other charges owed by the Tenant to the Landlord. Landlord agrees to send any Security Deposit remaining following deductions to the Tenant within 20 days after the Tenant vacates the Premises and returns the keys to the Premises to Landlord. Tenant agrees to provide Landlord with a written forwarding address upon vacating the Premises.
- 7. UTILITIES AND MAINTENANCE FEES.** Landlord shall be responsible for payment of water and sewer charges serving the Premises; in addition to providing janitorial services of the restroom area, lawn care, maintenance of grounds, snow removal, and maintenance to the exterior of the Premises. Tenant shall be responsible for janitorial services, solid waste removal and maintenance and repair of the interior Premises, including leaseholder improvements except the common area bathroom, which shall be cleaned and maintained by the Landlord. Landlord shall not be liable in damages or otherwise if the furnishing by Landlord or by any other supplier of any utility or other service to the Premises shall be interrupted or impaired by fire, accident, riot, strike, act of God, the making of improvements or repairs required by this Lease, or by any causes beyond Landlord's control. Landlord shall use its best efforts to minimize disruption of Tenant's operations in making improvements or repairs to the exterior of the Premises.
- 8. COVENANT, PERMITTED USE.** Tenant shall only use the Premises for the storage and subsequent distribution of acquired food and supplies and for such additional uses as may be customary and incidental to the business of operating a food pantry. All uses of the Premises shall be in accordance with all applicable municipal and zoning ordinances and any and all other applicable rules and regulations of any duly constituted authority governing such uses.

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

Tenant agrees, upon reasonable notice, to permit Landlord to enter the Premises from time to time for the purposes of inspection, protection, preservation, repair or restoration of the Premises. The officers or agents of Landlord may so enter the Premises upon reasonable notice without being liable to any prosecution, claim or cause of action for damages by reason of such entry and without in any way affecting the obligations of this Lease; provided only that Landlord use reasonable care in making such entry.
- 9. QUIET POSSESSION.** Landlord represents and warrants that it has full right and authority to enter into this Lease. Landlord covenants that if and so long as Tenant performs and observes all of the covenants, conditions, rules and regulations of this Lease, Tenant shall peaceably and quietly enjoy the Premises for the Lease Term, subject, however, to the terms, covenants, and provisions of this Lease.
- 10. SURRENDER OF PREMISES.** Tenant will, at the termination of this Lease by lapse of time or otherwise, yield up immediate possession of the Premises with all improvements located thereon (except as may otherwise be provided in this Lease) and surrender the Premises to Landlord in good condition and repair, reasonable wear and tear excepted, broom clean and all debris removed.
- 11. IMPROVEMENTS, ALTERATIONS AND SIGNS.** Tenant shall not make alterations or improvements in, or erect exterior signage upon or to the Premises or Building without the prior

written approval of the Landlord, which approval shall not be unreasonably withheld. Leasehold improvements shall be Tenant's responsibility and shall become the property of the Landlord. Alternately, Tenant shall be responsible to return the Premises to the original state at the request of the Landlord prior to Lease expiration and vacating the Premises unless otherwise authorized by the Landlord. This provision is subject to paragraph 5 above and Exhibit B incorporated ~~herein~~ **herein** by reference. In no case shall Tenant be required to remove fixtures.

A. Tenant shall be responsible to return the premises in a clean and orderly state at the request of the Landlord prior to Lease expiration and vacating the premises unless otherwise authorized by the Landlord. During the Term, Tenant shall remove, within sixty (60) days, all liens levied against the Premises or Building arising out of work incurred by or at the request of the Tenant unless such liens are the subject of a bona fide contest as hereinafter provided.

B. If Landlord exercises early termination of this Lease during the Lease, the Landlord shall reimburse the Tenant a portion of the Tenants' leaseholder improvement costs, as stated in Exhibit B pursuant to the following:

1. If Landlord exercises termination within the 1st or 2nd year of this Lease, Landlord shall reimburse Tenant 100% of cost of leaseholder improvements;
2. If Landlord exercises termination within the 3rd year of this Lease, Landlord shall reimburse Tenant 90% of cost of leaseholder improvements;
3. If Landlord exercises termination within the 4th year of this Lease, Landlord shall reimburse Tenant 80% of cost of leaseholder improvements;
4. If Landlord exercises termination during 5th year of this Lease, Landlord shall reimburse Tenant 70% of cost of leaseholder improvements;
5. If Landlord exercises termination within the 6th year of this Lease, Landlord shall reimburse Tenant 60% of cost of leaseholder improvements;
6. If Landlord exercises termination within the 7th year of this Lease, Landlord shall reimburse Tenant 50% of cost of leaseholder improvements;
7. If Landlord exercises termination within the 8th year of this Lease, Landlord shall reimburse Tenant 40% of cost of leaseholder improvements;
8. Upon expiration of the Initial Term, the Landlord shall not be responsible for reimbursement of any leaseholder improvement costs to the Tenant.

12. MAINTENANCE AND REPAIRS

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

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

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

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

Landlord shall be responsible for procuring and maintaining casualty and liability insurance on the Premise

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

14. TAXES AND SPECIAL ASSESSMENTS. As a municipal corporation, Landlord is exempt from the payment of real estate taxes on the Premises. In the event that special assessments are assessed against the Premises, Landlord shall be responsible for any and all special assessments levied during the term of this Lease.

15. INDEMNIFICATION. Tenant shall defend, indemnify and hold harmless Landlord from and against any and all liability, losses, damages, costs or expenses, including attorney's fees, arising from any act, omission or negligence of Tenant or its affiliate companies, officers, contractors, licensees, agents, servants, employees, guests, invitees or visitors in or about the Premises. Landlord shall defend, indemnify and hold harmless Tenant, its , directors, officers and employees from and against any and all liability, losses, damages, costs or expenses, including attorneys fees, arising from any act, omission or negligence of Landlord or its contractors, licensees, agents, servants, employees, guests, invitees or visitors in or about the Premises. Landlord shall indemnify Tenant from any claim made by someone using the restroom during hours when the food pantry is closed, unless the claim is in any way related to an action or omission by the Tenant.

16. TENANT DEFAULT

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

- 1) If Tenant shall materially violate any covenant or agreement providing for the payment of amounts due under the terms of this Lease, and such violation shall continue for five (5) days after the due date.
- 2) If Tenant shall assign, transfer, encumber, sublet or permit the use of the Premises by others except in a manner permitted in herein.
- 3) If Tenant shall be adjudicated as bankrupt whether voluntarily or involuntarily, or makes any general assignment for the benefit of creditors under any Insolvency, Receivership or Bankruptcy Act.
- 4) If a Receiver or trustee shall be appointed for, or to take possession of, all or a substantial part of the property of Tenant or any part of Tenant's leasehold interest.
- 5) If the Premises are abandoned by Tenant. Tenant's failure to occupy and operate its business on the Premises for twenty (20) consecutive calendar days may, at the option of the Landlord, be deemed an abandonment, unless the rent has been paid in full during the period of absence.
- 6) If there be any attachment, execution or other judicial seizure of all or a substantial part of the assets or Tenant or Tenant's leasehold, where such an attachment, execution or seizure is not discharged within thirty (30) days.
- 7) Subject to paragraph 25, if the estate of Tenant be transferred or passed to, or devolve upon, any

other person or corporation by operation of law or by assignment of Tenant other than an allowed herein.

- 8) If Tenant shall be in default of fulfilling any of other covenants and conditions of this Lease and such default shall continue for thirty (30) days after written notice thereof from Landlord to Tenant and Tenant has not commenced to cure such default within such thirty (30) days and is diligently pursuing the remedies or steps necessary to cure or correct such default, but in no event more than ninety (90) days.

B. In the Event of Such Default:

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

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

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

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

If to the Tenant:
Portage Food Pantry
211 W. Pleasant Street, Portage WI
PH: 608-742-3774

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

19. CASUALTY

- 1) If the Premises are destroyed or damaged by fire or other casualty covered by insurance as required to be maintained by Landlord, then (unless this Lease is terminated as hereinafter provided) Landlord shall proceed to repair or restore the Premises to the condition which Landlord furnished improvements to Tenant upon the commencement of the Term. If Landlord repairs or restores the Premises as provided herein, then Tenant shall repair and restore its leasehold improvements, furnishings, furniture and equipment to at least a condition equal to that prior to their damage. Notwithstanding any provision in this section 20 to the contrary, neither Landlord nor Tenant shall be required to spend more than the amount of insurance proceeds either or both parties receive for such damage or destruction.
- 2) If the Premises or any part thereof shall be rendered untenable by any destruction or damage, except where such damage is caused by Tenant, then a pro rata portion of the rent based upon the number of square feet of area in the Premises which are untenable shall be abated or if the untenable portion effectively prevents Tenant from using the Premises for its stated purpose then all of the rent shall be abated until the Premises or such part thereof shall have been put in tenable condition. If, however, any destruction or damage to the Premises is so extensive that Landlord is unable to render complete restoration within 120 days, or is not covered by Landlord's all-risk policy, Landlord or Tenant may terminate this Lease (effective as of the date of destruction or damage) by written notice to the other party given within 120 days from the date of casualty.

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

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

22. SEVERABILITY. If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent be invalid or unenforceable, the remainder of this Lease or the

application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall be valid and enforced to the full extent permitted by law.

- 23. GOVERNING LAW.** This Lease shall be governed by, enforced and construed under the laws and regulations of the State of Wisconsin.
- 24. FEDERAL COMPLIANCE.** The Tenant shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, religion, sex, age or physical or mental disability.
- 25. ASSIGNMENT AND SUBLETTING.** Assignment and subletting are not permitted under this Agreement. Tenant may, however, assign this lease to a successor entity operating a food pantry or other similar operation for providing food for needy people in Portage, whether the successor arises due to merger or consolidation of organizations or replacement of the Portage Food Pantry in this undertaking providing the successor is also providing food for needy people in Portage, with the written consent of the Landlord, which consent shall not be unreasonably withheld. Such assignment to a successor entity is subject to the successor entity obtaining any approvals necessary under City of Portage Code of Ordinances related to Zoning and Conditional Use Permits, if required.
- 26. ENVIRONMENTAL COMPLIANCE.** Lessor warrants and represents to the Lessee that it has no knowledge of the presence or of the release, now or in the past, of any hazardous substance or material on the Premises. Landlord agrees to hold Tenant free, harmless and indemnified from any penalty, fine, liability, cost or charge whatsoever related to any damage or condition that might be caused by any existing environmental condition that currently exists on the Premises.

Tenant covenants and agrees that throughout the Term its use and occupancy of the Premises will at all times be in strict compliance with all governmental regulations, be they federal, state or local, that pertain to the use and storage of hazardous materials and substances, and Tenant shall save and hold Lessor free, harmless and indemnified from any penalty, fine, liability, cost or charge whatsoever which Lessor may incur by reason of Tenant's failure to comply with this Paragraph. Such covenants, however, shall not apply to any condition that existed at the time Tenant first took possession of any part of the Premises, or which is caused or results from acts of others, including Landlord.

- 27. INTERPRETATION.** The invalidity or unenforceability of any provision of this Lease shall not affect or impair any other provision. Whenever the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders. The captions appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections or paragraphs of this Lease or in any way affect this Lease.
- 28. SUCCESSORS AND ASSIGNS.** Each of the covenants, provisions, terms and agreements of this Lease shall inure to the benefit of and be binding upon the respective heirs, executors, and administrators, successors and assigns of Landlord and Tenant.
- 29. ENTIRE AGREEMENT.** This Lease constitutes the entire agreement between Landlord and Tenant and shall supersede all previous communications, understandings and representations, whether oral or written. Amendments hereto shall not be valid unless in writing and signed by both parties.

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

Dated: _____

Dated: _____

City of Portage
(Landlord)

Portage Food Pantry, Inc.
(Tenant)

By: **W. F. "Bill" Tierney**
Title: **Mayor**

By:
Title: Charles Bradley Jr. President

By: **Marie A. Moe**
Title: **City Clerk**

By: Judy Keppert Secretary

Exhibit A

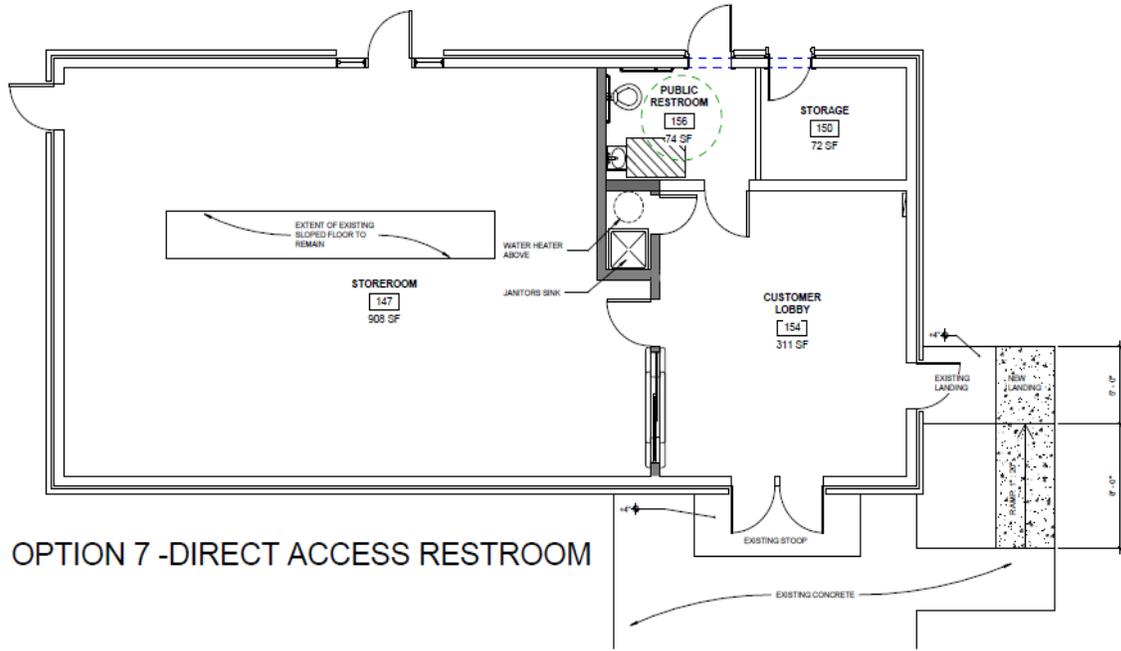


Exhibit B

12.2.15

Leaseholder Improvement Responsibilities Lincoln Park Building

City Direct Cost

1. Installation of Auto Lock device on Restroom Exterior Door.
2. Roof Replacement, Substructure Repair and Insulation Replacement (where damaged).
3. Addition of Gutters and Downspouts on North and South side of Building.
4. Masonry Cutting of Exterior Door at Park Department Storage Room
5. Construction of Walls, Door and Frame for Park Dept. Storage Room
6. Re-Keying of Storage Room Door.
7. Repairs and Reactivation of sanitary sewer and water lines from street to building (work performed by City).
8. General Contractor's Overhead and Profit associated with the above noted work.

Food Pantry Direct Cost - materials and installation of the following:

1. Demolition associated with Tenant Improvements
2. New Service Counter opening and locking Counter Door.
3. Lighting and Electrical Outlets
4. Ceiling Fans
5. New Heating Ventilation and Air Conditioning System throughout tenant space (public restroom and Parks Storage will not be conditioned spaces).
6. Interior Toilet Room Door, Frame and Hardware.
7. Painting of all interior spaces
8. Security Gate over the existing north window and door.
9. Re-keying of Food Pantry Doors
10. Change existing doors to lever hardware from knobs at all Food Pantry Door locations.
11. Installation of Janitor Sink.
12. Epoxy Flooring
13. Planting of Privacy Hedge between house to the East and Food Pantry East Door.
14. Signage
15. Fire Extinguishers
16. General Contractor's Overhead and Profit associated with the above noted work.
17. Accessible Exterior Handicap Ramp

City-Food Pantry Shared Costs

1. 50% Costs of Demolition and Construction of new Public Restroom (as defined by Cost Estimate from Food Pantry's General Contractor). This work includes: walls, plumbing and electrical fixtures, exhaust fan, doors, finishes, painting, signage.
2. Extension of Sewer and Water lines from existing restroom location to new public restroom location.
3. General Contractor's Overhead and Profit associated with the above noted

**City of Portage
Legislative & Regulatory Committee Meeting
Monday, December 7, 2015, 7:00 p.m.
City Municipal Building, 115 West Pleasant Street
Conference Room One
Minutes**

Members Present: Rita A. Maass, Chairperson; Mike Charles, Mary E. Hamburg, Martin Havlovic, Jeffrey F. Monfort

Also present: City Clerk Moe, Administrator Murphy, Deputy Clerk Ness, Mayor Tierney, J. Daniel Daley, Alderperson Richard Lynn, Jacquelynne McGowan, Tara Glendenning

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

1. Roll call

The meeting was called to order by Chairperson Maass at 7:00 p.m. Chairperson Maass requested a moment of silence for Pearl Harbor Day and for all veterans.

2. Approval of minutes from previous meeting

Motion by Charles, second by Hamburg to approve minutes from November 2, 2015 meeting. Motion carried unanimously with call of roll.

3. Discussion and possible recommendation on status of DeWitts End LLC alcohol license

Maass stated Ron Spangler has relinquished his alcohol license to Clerk Moe so this item is closed.

4. Discussion and possible recommendation on change of agent for Kwik Trip, Inc., Kwik Trip 653, 1223 East Wisconsin Street, Class "A" Fermented Malt Beverage and "Class A" Cider License – Michael J. Larkins

Clerk Moe reviewed the application stating it had been reviewed and signed off by department heads. Motion by Charles, second by Hamburg to recommend to council change of agent for Kwik Trip, Inc., Kwik Trip 653, 1223 East Wisconsin Street, Class "A" Fermented Malt Beverage and "Class A" Cider License – Michael J. Larkins. Motion carried unanimously with call of roll.

5. Discussion and possible recommendation on Class B Combination License application for Jack's Tap, LLC, 1207 Dunn Street, Tara Glendenning, agent

Maass stated she would be abstaining due to family ties. Committee reviewed the application. Clerk Moe stated the premise is currently not a licensed premise and the full application had been reviewed and signed off by department heads. Clerk Moe stated the premise description will be entire first floor and outdoor fenced area--patio and horseshoe pits. The proposed opening is end of December, beginning of January. Motion by Havlovic, second by Monfort to recommend to council Class B

Combination License application for Jack's Tap, LLC, 1207 Dunn Street, Tara Glendenning, agent. Motion carried 4-1 with Maass abstaining.

6. Discussion and possible recommendation on revisions to Class A alcohol license ordinance.

Committee reviewed proposed ordinance. Maass stated the ordinance was put together as requested with no minimum or maximum number as each license will be reviewed with the guidelines previously adopted. Charles stated he would like to have a number cap in the ordinance and then have economic license available similar to Janesville. Administrator Murphy stated creating another classification would create two tiers of licenses and be difficult to track. The guidelines are stated and published so applicants will know what can be used for denial. Having no number doesn't mean a license will be given out to every applicant. Motion by Hamburg, second by Monfort to recommend to Council revisions to Ordinance No. 15-011 relative to Business Licenses as presented. Motion carried 4-1 with Charles voting no.

7. Discussion and possible recommendation for no parking area in the 100 block of West Franklin Street

Administrator Murphy stated the personnel from Rusch School had requested a handicap parking spot in the 100 block of West Franklin St. This revision of the ordinance makes it possible to add a handicap stall. A handicap stall can be created by state statute but needs to be recognized by Common Council. Ordinance will be coming forth to recognize handicap stalls in the city. Motion by Charles, second by Monfort to recommend to council Ordinance relative to motor vehicles and traffic as presented. Motion carried unanimously on call of roll.

8. Adjournment

Motion by Charles, second by Hamburg to adjourn. Motion carried unanimously on call of roll at 7:29 p.m.

Rebecca C. Ness
Deputy City Clerk



November 13, 2015

Ms. Marie Moe, City Clerk
City of Portage
115 W. Pleasant
Portage, WI 53901-1742

RE: Change of Agent
Kwik Trip 653
1223 E. Wisconsin St.

Dear Marie:

Mike McConville has left the employment of Kwik Trip. Until a new manager is assigned, the assistant manager of the store, Michael Larkins, will oversee Kwik Trip 653. Therefore, we would like to appoint Mike Larkins as the agent of the store.

Enclosed please find completed appointment of agent and auxiliary questionnaire forms as well as a \$10.00 check for the administrative fee. I respectfully request that you include this item on the agenda of your City Council meeting for consideration.

If you require anything further from me, please don't hesitate to call me, I can be reached at (608) 793-6262. Thank you in advance for your assistance with this matter.

Yours truly,

A handwritten signature in black ink that appears to read "Deanna Hafner".

Deanna Hafner
Licensing Agent

Enclosures

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 City of City of Portage County of Columbia

The undersigned duly authorized officer(s)/members/managers of Kwik Trip, Inc.
(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

Kwik Trip 653
(trade name)

located at 1223 E. Wisconsin Ave., Portage, WI 53901

appoints Michael J. Larkins
(name of appointed agent)

[Redacted]
(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 All my life

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

Place of residence last year [Redacted]

For: Kwik Trip, Inc.
(name of corporation/organization/limited liability company)

By: [Signature]
(signature of Officer/Member/Manager)

And: [Signature]
(signature of Officer/Member/Manager)

ACCEPTANCE BY AGENT

I, Michael J. Larkins, 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.

[Signature] (signature of agent) _____ (date) Agent's age [Redacted]

[Redacted] (home address of agent) Date of birth [Redacted]

**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 _____ by _____ Title _____
(date) (signature of proper local official) (town chair, village president, police chief)

**AUXILIARY QUESTIONNAIRE
ALCOHOL BEVERAGE LICENSE APPLICATION**

Submit to municipal clerk.

Individual's Full Name (please print) (last name)		(first name)		(middle name)	
Larkins		Michael		James	
[Redacted]		Post Office	City	State	Zip Code
[Redacted]		DeForest	[Redacted]	WI	53532
Home Phone Number		Age	Date of Birth	Place of Birth	
[Redacted]		[Redacted]	[Redacted]	Madison, WI	

The above named individual provides the following information as a person who is (check one):

- Applying for an alcohol beverage license as an individual.
- A member of a partnership which is making application for an alcohol beverage license.
- Agent** of **Kwik Trip, Inc.**
(Officer/Director/Member/Manager/Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)

which is making application for an alcohol beverage license.

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

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

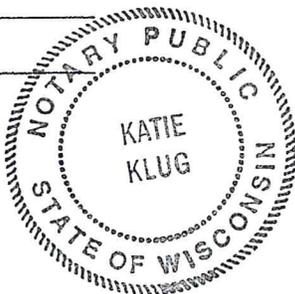
Employer's Name	Employer's Address	Employed From	To
Buffalo Wild Wings	6227 McKee Rd, Ste F, Fitchburg, WI	5/12	1/14
Perkin's	1410 Damon Rd, Madison, WI	3/05	5/12

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

Subscribed and sworn to before me

Notary Public this 17th day of November, 20 15
Kate Klug
(Clerk/Notary Public)

My commission expires 9-18-16



Michael J. Larkins
(Signature of Named Individual)

Michael J. Larkins



Printed on Recycled Paper

Wisconsin Department of Revenue

ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning December 20 15 ;
ending June 30 20 16

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

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

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

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

2. Name (individual/partners give last name, first, middle; corporations/limited liability companies give registered name): Jack's Tap LLC

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

Title	Name	Home Address	Post Office & Zip Code
President/Member	<u>President Jacquelynn McGowan</u>	[REDACTED]	[REDACTED]
Vice President/Member	<u>Tara Glendenning</u>	[REDACTED]	[REDACTED]
Secretary/Member			
Treasurer/Member			
Agent	<u>Tara Glendenning</u>	[REDACTED]	[REDACTED]
Directors/Managers			

3. Trade Name Jack's Tap Business Phone Number 612-741-6642
4. Address of Premises 1207 Dunn St. Portage, WI Post Office & Zip Code 53901

5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? Yes No
6. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant? Yes No
7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? Yes No
8. (a) Corporate/limited liability company applicants only: Insert state WI and date 11/12/15 of registration.
(b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? Yes No
(c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? Yes No

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

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

10. Legal description (omit if street address is given above): horseshoe area
11. (a) Was this premises licensed for the sale of liquor or beer during the past license year? Yes No
(b) If yes, under what name was license issued? _____
12. Does the applicant understand they must file a Special Occupational Tax return (TTB form 5630.5) before beginning business? [phone 1-800-937-8864] Yes No
13. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776]. Yes No
14. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes No

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

SUBSCRIBED AND SWORN TO BEFORE ME

this 18 day of November, 20 15

Rebecca C. Ness
(Clerk/Notary Public)

My commission expires Deputy Clerk

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

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

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

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>11-18-15</u>	Date reported to council/board	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	

1-CIS1118 375.00ppd.

Applicant's WI Seller's Permit No. / FEIN Number: <u>456102838994002 / 47-5606033</u>	
LICENSE REQUESTED	
TYPE	FEE
<input type="checkbox"/> Class A beer	\$
<input checked="" type="checkbox"/> Class B beer	\$ <u>58.31</u>
<input type="checkbox"/> Class C wine	\$
<input type="checkbox"/> Class A liquor	\$
<input type="checkbox"/> Class A liquor (cider only)	\$ N/A
<input checked="" type="checkbox"/> Class B liquor	\$ <u>291.69</u>
<input type="checkbox"/> Reserve Class B liquor	\$
<input type="checkbox"/> Class B (wine only) winery	\$
Publication fee	\$ <u>25.00</u>
TOTAL FEE	\$ <u>375.00</u>

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 Jack's Tap LLC
(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 Jack's Tap
(trade name)

located at 1207 Dunn St.

appoints Tara Glendenning
(name 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? 6 years

Place of residence last year Same as above

For: Jack's Tap LLC
(name of corporation/organization/limited liability company)

By: [Signature]
(signature of Officer/Member/Manager)

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

ACCEPTANCE BY AGENT

I, Tara Lynn Glendenning, 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.

[Signature] 11.17.15 Agent's age [Redacted]

[Redacted] Date of birth 12.11.1985

**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 12-02-15 by Ken Mantey Title POLICE CHIEF
(date) (signature of proper local official) (town chair, village president, police chief)

AUXILIARY QUESTIONNAIRE ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk.

Individual's Full Name (please print) (last name)		(first name)		(middle name)	
McGowan		Jacquelynn		S.	
Home Address (street/route)		Post Office	City	State	Zip Code
[REDACTED]		[REDACTED]	[REDACTED]	WI	[REDACTED]
Home Phone	Age	Date of Birth	Place of Birth		
[REDACTED]	[REDACTED]	[REDACTED]	Portage		

The above named individual provides the following information as a person who is (check one):

- Applying for an alcohol beverage license as an **individual**.
- A member of a **partnership** which is making application for an alcohol beverage license.
- Jacquelynn S. McGowan of Jack's Tap
(Officer/Director/Member/Manager/Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)

which is making application for an alcohol beverage license.

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

- How long have you continuously resided in Wisconsin prior to this date? 6 mos
- Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? Yes No
If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)
- Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? Yes No
If yes, describe status of charges pending.
- Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? Yes No
If yes, identify. (Name, Location and Type of License/Permit)
- Do you hold and/or are you an officer, director, stockholder, agent or employe of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? Yes No
If yes, identify. (Name of Wholesale Licensee or Permittee) (Address By City and County)

6. Named individual must list in chronological order last two employers.

Employer's Name <u>Self Employed</u>	Employer's Address	Employed From	To
Employer's Name	Employer's Address	Employed From	To

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

Subscribed and sworn to before me

this 18th day of November, 2015

Kevin A. Moe
(Clerk/Notary Public)

Jacquelynn S. McGowan
(Signature of Named Individual)

My commission expires term of office



Printed on Recycled Paper

AUXILIARY QUESTIONNAIRE ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk.

Individual's Full Name (please print) (last name) Glendenning		(first name) Tara	(middle name) Lynn	
Home Address (street/route) [REDACTED]		Post Office [REDACTED]	City [REDACTED]	State WI
[REDACTED]		Age [REDACTED]	Date of Birth [REDACTED]	Place of Birth Madison, WI

11/18
T01

The above named individual provides the following information as a person who is (check one):

Applying for an alcohol beverage license as an **individual**.

A member of a **partnership** which is making application for an alcohol beverage license.

Tara Glendenning of **Jack's Tap LLC**.

(Officer/Director/Member/Manager/Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)

which is making application for an alcohol beverage license.

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

- How long have you continuously resided in Wisconsin prior to this date? 6 years
- Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? Yes No
If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)
DUI - Maricopa County, AZ. status - CLOSED. (2010)
- Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? Yes No
If yes, describe status of charges pending.
- Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? Yes No
If yes, identify.
(Name, Location and Type of License/Permit)
- Do you hold and/or are you an officer, director, stockholder, agent or employe of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? Yes No
If yes, identify.
(Name of Wholesale Licensee or Permittee) (Address By City and County)

6. Named individual must list in chronological order last two employers.

Employer's Name Corner Pocket	Employer's Address 301 DeWitt street	Employed From 2010	To Present
Employer's Name Grayhawk GC.	Employer's Address 8620 E. Thompson Peak Scottsdale, AZ	Employed From 2007	To 2010

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

Subscribed and sworn to before me
this 18 day of November, 2015
Rebecca C. Ness
(Clerk/Notary Public)

Tara R. Orj
(Signature of Named Individual)

My commission expires Deputy Clerk



Printed on Recycled Paper

ORDINANCE NO. 15-014

ORDINANCE RELATIVE TO ADMINISTRATION

Chapter 2, Article IV Officers, Employees & Departments

The following Sections are hereby repealed and recreated to read as follows:

Sec. 2-115. Classification and pay plan.

(d) *Pay plan*

(1) *Wage and salary practice.* The objectives of the city's pay plan are to provide a competitive wage and salary position in relation to comparable municipal employers, and to afford employees an opportunity for salary advancement on the basis of individual performance.

(2) *Wage and salary schedule.* Pay for nonunion employees occupying classified positions shall be on the basis of pay grades and pay steps for each classification.

a. *Pay grades.* Based on job description a series of pay grades will be established in such a manner as to assign comparable classified positions to each pay grade. The reclassification of a position to a different pay grade may be initiated by a Department Head or City Administrator for consideration by Human Resources Committee and Common Council approval.

b. *Pay steps.* For each of the established pay grades there shall be corresponding pay ranges which set forth the minimum and maximum pay rates for each pay grade. Annual establishment of intermediate pay rates within the approved pay range of the respective pay grades shall be recommended by the human resources committee for adoption by resolution by the common council.

c. *Pay step adjustments.* Comparison communities, regional and national salary structure movement date will be evaluated to determine adjustments to the pay steps within the pay grade. Annual cost of living adjustments to pay steps may be considered by the human resources committee pursuant to subsection (d)(4)a. Merit adjustments may be initiated by the Department Head for approval by the city administrator or by the City Administrator for Department Heads with approval by the human resources committee pursuant to subsection (d)(4)b.

d. *Wage and salary schedule adopted.* The common council shall adopt, by Resolution, a wage and salary schedule to apply to the nonunion personnel.

(3) *Application interpretation of pay plan.*

a. *Entrance rate.* The rate of pay upon initial employment in any classified position shall be made at the minimum of the range for the position's pay grade. Provided, however, the human resources committee may approve initial compensation at a rate higher than minimum in the event that the employee's experience and/or abilities substantially exceed the minimum qualification for the position upon recommendation by the City Administrator or Department Head.

b. *Responsibility for interpretation and application of plan.* The mayor, City Administrator or his/her designee shall be responsible for the interpretation and application of the plan in relation to pay issues not specifically addressed by this plan, using the principles set forth herein as a policy guide.

(4) *Pay rate adjustments.*

a. *Market adjustment.* On or about January 1st each year, the city council may adjust employee wages based on current market trends upon recommendation by Human Resources Committee. In determining the level of such adjustment, the city council will consider several market indicators, including: most recent Consumer Price Index (CPI); comparison community salary survey data; and collective bargaining agreement wage adjustments.

1. In-range adjustments. Employees whose base pay is less than the maximum rate established for their classification will be eligible to receive a general market rate adjustment on or about January 1st each year.

2. Adjustments at maximum pay rate. Employees whose base pay has reached the maximum for their classification will be eligible to receive a general market rate adjustment on or about January 1st each year.

b. *Merit adjustment.* Employees will be eligible for a merit increase on each anniversary date of employment. Merit advancement shall be earned solely on the basis of annual performance appraisals as conducted by their supervisor or Department Head or City Administrator. Such employee merit adjustments shall be funded in the Departmental budget and approvals shall be pursuant to guidelines as provided in the Employee Merit Adjustment Guidelines as approved by Human Resources Committee.

1. In-range adjustments. Employees whose base pay is less than the maximum rate established for their classification will be eligible to receive a merit adjustment on each anniversary date of employment.

2. Adjustments at maximum pay rate. Employees whose base pay has reached the maximum for their classification will be eligible to receive a performance bonus in the same manner as prescribed for merit adjustments. However, a performance bonus shall be treated as a "one-time" payment and will not increase the employee's base pay rate.

(5) *Administration and plan maintenance.* The administration and maintenance of the pay plan, as set forth herein, shall be the responsibility of the mayor, City Administrator or his/her designee.

a. *Wage and salary survey.* At the mayor's or his/her designee's direction, the city shall conduct a survey of comparable municipal employers for the purpose of evaluating the competitive position of the city's salary schedule. To the extent possible such city employee conducting the survey shall not be a potential recipient of compensation adjustment. A comprehensive evaluation of the city's pay plan will be conducted every three to five years or sooner at mayor's discretion.

b. *Pay plan adjustments.* Whenever the results of annual salary surveys and/or comprehensive plan evaluations suggest that the city's established pay plan no

longer meets the objectives set forth herein, the mayor's office or his/her designee shall submit recommended revisions to the human resources committee.

Implementation of a revised salary schedule or a revised pay plan shall be upon human resources recommendation and subject to approval by the common council.

c. *Administrative documentation.* The city clerk shall be responsible for maintaining necessary administrative and supporting documentations required for plan implementation and continued operation.

(6) *Application of wage and salary schedule.* The annual base pay rate set forth in the wage and salary schedule is based on a standard work year totaling 2,080 hours. Non-salaried personnel shall receive the "hourly equivalency" rate corresponding to their respective pay grade.

All other sections shall remain as previously adopted. This Ordinance shall take effect upon passage and publication thereof.

Passed this _____th day of _____, 2015.

W.F. "Bill" Tierney, Mayor

Attest:

Marie A. Moe, WCPC, MMC, City Clerk

First and second readings:
Published:

Ordinance requested by:
Human Resources Committee

RESOLUTION NO. 15-048

FINAL RESOLUTION RELATIVE TO DISCONTINUANCE OF THE PEDESTRIAN WALKWAY LOCATED IN BLOCK 5, BLOCK 6 AND BLOCK 7 IN WOODRIDGE SUBDIVISION FIRST ADDITION, CITY OF PORTAGE, COLUMBIA COUNTY, WISCONSIN, PURSUANT TO WIS. STAT. §66.1003

WHEREAS, the City of Portage believes the public interest may be served by discontinuing the ten (10) foot pedestrian walkway located in Block 5, Block 6, and Block 7 in Woodridge Subdivision First Addition in the City of Portage, Columbia County, Wisconsin; and

WHEREAS, pursuant to Section 66.1003 of Wisconsin Statutes, the Common Council has heretofore initiated proceedings on October 22, 2015 at a meeting of the Common Council, to discontinue said pedestrian walkway; and

WHEREAS, a public hearing on the passage of such resolution was set by the Common Council, which hearing was scheduled for December 10, 2015 at 6:55 p.m. in the Council Chambers, and written notice of such meeting was duly served on the owners of all of the frontage of the lots and lands abutting upon that portion thereof sought to be discontinued as provided by law; and

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

WHEREAS, it the pedestrian walkway was never developed for public use and serves no public purpose and where said discontinuance will have no harmful effect upon the citizens and general public of the City of Portage nor to the abutting and adjacent property owners.

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

DATED this 10th day of December, 2015.

W.F. "Bill" Tierney, Mayor

Attest:

Marie A. Moe, WCPC/MMC, City Clerk

Resolution requested by:
Common Council

RESOLUTION NO. 15-049

RESOLUTION RELATIVE TO TAXI CAB CONTRACT

WHEREAS, Running, Inc. has submitted a proposal to the City of Portage for the continuation of a taxi service pursuant to a subsidy program for the year of 2016; and

WHEREAS, attached to this Resolution is a contract with said taxi cab company which provides for taxi cab service for the City of Portage; and

WHEREAS, said contract provides for a continuation of taxi service by Running, Inc. according to a proposal submitted to the Finance/Administration Committee.

NOW THEREFORE BE IT HEREBY RESOLVED by the Common Council of the City of Portage that the Mayor and City Clerk be and are hereby authorized to execute copies of the contract; and the City Clerk is further directed to send a copy of this contract to the State Department of Transportation.

DATED this 10th day of December, 2015.

W.F. "Bill" Tierney, Mayor

Attest:

Marie A. Moe, WCPC, MMC, City Clerk

Resolution requested by:
Finance/Administration Committee

**2016 SHARED RIDE TAXI OPERATING CONTRACT
BETWEEN THE CITY OF PORTAGE AND
RUNNING, INC.**

This Contract is made by and between City of Portage, hereinafter referred to as "City" and Running, Inc. hereinafter referred to as "Contractor."

PRELIMINARY STATEMENT

The City sponsors a Shard-Ride Taxi Service as a public transportation program to serve its residents. The City solicited proposals for the operation of this service from the period commencing 1/1/2016 and ending on 12/31/2017 with 3 additional option years; Running, Inc.'s proposal was deemed to be most advantageous to the City and was accepted.

This contract shall include all the necessary performance standards outlined in the RFP and the Contractor's response to that RFP by reference, including, but not limited to, service area, service standards, hours of service, service levels, handling of revenues, reservation policies, maintenance, insurance, licensing, complaint handling, promotion and publicity and other requirements. Reimbursements will be hours worked x hourly rate – fares as stated under the reporting of the RFP.

CONTRACT CONDITIONS

The contractor shall, throughout the term of this contract, be responsible for maintaining proper licensing for operation as a taxicab company in the service area described in the RFP. All revenues collected by the provider, shall belong to the City and shall be shown as a separate line item on each invoice.

The Contractor shall submit invoices for the total number of hours of service provided to the City no more frequently than monthly and the City shall review said invoice and reimburse the Contractor within 20 working days after receipt of a properly submitted invoice.

Additionally, the Contractor shall provide to the City within 25 days of the conclusion of any calendar month, the following reports as detailed in the RFP:

A monthly report showing total passenger trips, passenger revenue, package delivery revenue, total miles operated and total driver hours worked. The Contractor is also responsible for preparing and submitting to the City quarterly and annual reports required by the Wisconsin Department of Transportation.

The Contractor shall maintain and retain for a period of three years *or one year after the DOT program year audit is completed, whichever is longer* driver logs and dispatch records to allow the City or the Wisconsin Department of Transportation to verify any data reported or billed to the City.

The City reserves the right to discontinue the contract's remaining option years at any time and may elect to re-bid the contract in whole or in part when changes in scheduled hours or hourly costs are not mutually acceptable between the Contractor and the City. Any such discontinuation of the contract shall have at least 120 days written notice to the Contractor, including the decision to not exercise an option year.

The City may terminate this contract with 120 days written notice to the Contractor. This contract shall not be assigned, transferred or encumbered in any manner without the prior written consent of the City, which consent shall not be unreasonably withheld.

The maximum amount of funding for this contract shall be \$1,255,476 based on 47,466 hours of service at the rate of \$26.45 per hour for each of the first 2 contract years. The contract contains three 1-year options.

All Federal Certifications, Assurances and Clauses included in the RFP document and certified by the Contractor shall be included in this contract by reference.

Dated this _____ day of _____, 2015

City of Portage
Municipality

Running, Inc.
Contractor

W.F. "Bill" Tierney, Mayor

Justin Running, Vice-President

Marie A. Moe, City Clerk

RESOLUTION NO. 15-050

RESOLUTION RELATIVE TO TAXI CAB VEHICLE LEASE AGREEMENT

WHEREAS, the City of Portage has purchased vehicles with a grant from the "Section 5311" program of the Federal Transit Administration; and

WHEREAS, the City of Portage is leasing those vehicles to Running, Inc. for the operation of a taxi service; and

WHEREAS, attached to this Resolution is a Vehicle Lease Agreement setting forth the terms and conditions of the lease agreement;

NOW THEREFORE BE IT HEREBY RESOLVED that the Mayor and City Clerk be and are hereby authorized to execute copies of the vehicle lease agreement and the City Clerk is further directed to send a copy of the agreement to the State Department of Transportation.

DATED this 10th day of December, 2015.

W.F. "Bill" Tierney, Mayor

Attest:

Marie A. Moe, CMC, City Clerk

Resolution requested by:
Finance/Administration Committee

EXHIBIT C-VEHICLE LEASE

WHEREAS, the City of Portage purchased a vehicle with a grant from the "Section 5311" Program of the Federal Transit Administration (FTA); and

WHEREAS, it is proposed that said vehicle be leased from the City of Portage by Running, Inc. located in the City of Portage, Wisconsin, and operated by said Lessee under the terms of certain licenses granted by the City and its agreement to provide taxi service dated for 2016, copies of which documents are attached hereto and incorporated herein by reference.

NOW, THEREFORE, it is agreed by and between the City of Portage, as Lessor and Running, Inc. as Lessee, as follows:

The Lessor shall and does hereby lease the following vehicle to the Lessee for a period of one year(s), commencing January 1, 2016,

2015	Dodge	Grand Caravan	2C4RDGBG3FR508573
2015	Dodge	Grand Caravan	2C4RDGBG3FR508640
2015	Dodge	Grand Caravan	2C4RDGBG4FR508579
2010	Ford	Crown Victoria	2FABP7CVOAX126453
2010	Ford	Crown Victoria	2FABP7CV6AX126456
2011	Ford	E-450 Starcraft	1FD FE4FLOBDBI2356
2011	Ford	E-450 Starcraft	1FD FE4FL6BDB12359
2010	Dodge	Braun Entervan	2D4RN4DEXAR255089
2010	Dodge	Braun Entervan	2D4RN4DE6AR255087
2010	Dodge	Braun Entervan	2D4RN4DE2AR255085
2010	Dodge	Braun Entervan	2D4RN4DE4AR255086
2010	Dodge	Braun Entervan	2D4RN4DE8AR255088
2011	Dodge	Grand Caravan	2D4RN4DG2BR778867

on the following terms and conditions:

1. Lessee shall lease said vehicle and operate the same in accordance with its authority to operate shared ride taxi service in the City of Portage and surrounding area pursuant to the licenses and agreement set forth therein, copies of which are attached hereto and incorporated herein by reference.
2. Title to the vehicle shall be in the name of the City of Portage with Running, Inc. named on the registration as Lessee. The Lessee may not sublease this vehicle.
3. The vehicle shall only be used by the Lessee for the purpose of providing public transit service in accordance with its operating assistance contract referred to above.
4. Lessee shall not be charged more than **\$1 per vehicle per year (RFP sect 2.9.2)** for use of municipal vehicles or other equipment.
5. The Lessee shall immediately notify the City if the vehicle is no longer used in the provision of shared ride taxi service. The Lessee shall also keep satisfactory records with regard to the use of the equipment and submit to the City upon request such information as may be required by the City to assure compliance.

6. The Lessee shall perform preventive maintenance on the vehicle and any Americans with Disabilities Act- accessibility equipment at a level no less than the manufacturer's recommended specifications. The vehicle shall be maintained in accordance with the maintenance plan filed with WisDOT.
7. The Lessee shall make the vehicle available to the Wisconsin Department of Transportation (Department) and the City upon demand for the purpose of an annual verification or other inspections deemed necessary by the Department or City.
8. A certificate of insurance for each of the following coverages shall be filed with the City Clerk prior to any operation of said vehicle:
 - (a) the vehicle shall be insured for damage or loss from fire, theft, collision, and shall contain a comprehensive damage provision.
 - (b) the vehicle shall be insured for liability for personal injury and property damage for not less than \$2,000,000 combined single limit policy. The City shall be named co-insured.
 - (c) Running, Inc. is responsible for providing collision insurance on all lease vehicles. In the event insurance proceeds are received as a result of an insurance claim for collision, and in addition to any other proceeds the City receives, Running, Inc. will reimburse the City an amount equal to the difference of the actual deductible in force is less than \$1,000, no additional reimbursement to the City is required.
 - (d) the Lessor shall be named as an additional insured on the liability policy and all other policies shall contain a provision providing for loss to be payable to the Lessor as its interest may appear.
9. Lessor reserves the right to require the Lessee to restore the vehicle or pay for damages to the vehicle as a result of abuse or misuse of such vehicle with Lessee's knowledge and consent.
10. In the event of a default on the part of the Lessee in the payment of its lease required hereunder, or by its failure to perform any of its other obligations under this agreement, the Lessor may, at its option, declare this lease terminated and may take immediate possession of the vehicle leased hereunder, without notice.

This agreement shall extend to and be binding upon the parties hereto and their respective successors and assigns.

Lessor: City of Portage

Lessee: Running, Inc.

By _____
W.F. "Bill" Tierney, Mayor

By: _____
Justin Running, Vice-President

Attest _____
Marie A. Moe, City Clerk

RESOLUTION NO. 15-051

RESOLUTION RELATIVE TO PERSONNEL POLICIES AND PROCEDURES MANUAL

WHEREAS, the Common Council of the City of Portage has previously adopted certain policies and procedures pertaining to the administration of all personnel related matters; and

WHEREAS, it is considered to be appropriate and advisable to review those matters, and to revise as may be necessary to ensure that the principles of fairness and merit are the basis for all personnel action.

NOW THEREFORE, BE IT RESOLVED by the Common Council of the City of Portage, Columbia County, Wisconsin that the Personnel Policies and Procedures Manual, attached hereto, is hereby adopted effective January 1, 2016 and the same shall remain in effect thereafter until modified or amended by action of the Common Council.

BE IT FURTHER RESOLVED that any existing regulation, policy, practice, or provision, whether formal or informal, which may be in conflict with the attached Personnel Policies and Procedures Manual are hereby repealed.

DATED this 10th day of December, 2015.

W.F. "Bill" Tierney, Mayor

Attest:

Marie A. Moe, WCPC, MMC, City Clerk

Resolution requested by:
Human Resources Committee

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Draft

INTRODUCTION AND SCOPE

This City of Portage Personnel Policies and Procedures Manual (the personnel manual) is designed to acquaint employees with the City of Portage (the City) and to provide employees with a summary of information about current working conditions, employee benefits and personnel policies, practices and procedures affecting employment with the City. The City has prepared this personnel manual to provide a convenient resource for supervisors and employees, to assist in orientation of employees, and to promote consistency and fairness in administration of policies, practices and procedures. Employees are responsible for reading, understanding and asking any questions they may have about the provisions in the manual, as well as any revisions to the manual. Wherever “his” appears in this Personnel Manual it shall denote both the masculine and feminine.

Nothing contained in this manual is to be construed as creating a contract of employment, express or implied, with any employee or as creating a guarantee or entitlement to any other rights, benefits or policies. The City reserves the right, in its sole discretion and at any time, to amend, revoke or alter any of the provisions of this manual. The manual supersedes any and all previous manuals, policies, procedures, practices and rules, whether verbal or written. This manual may only be modified, in writing, subject to approval by the Common Council.

The provisions of this manual are intended to apply to all City employees regardless of status, including full-time and part-time employees of the City, except to the extent they conflict with the provisions of Wis. Stats. § 43.58, specific to employees of the Library; with the provisions of Wis. Stats. § 62.13, specific to sworn employees of the police department; or with collective bargaining agreements, in which case the statutory provisions and collective bargaining agreements govern.

SECTION 1: EMPLOYMENT

100 Employment At Will

Except as modified by any applicable collective bargaining agreement, employment with the City is “at-will” and for no specified length of time. Either an employee or the City may end employment at any time, for any reason not otherwise prohibited by law. No one other than the Common Council has authority to enter into any agreement for other than at-will employment. Any such agreement must be in writing and signed by the Common Council.

101 Equal Opportunity Employment

The City does not discriminate in employment opportunities or practices on the basis of age, race, creed, color, disability, marital status, sex, sexual orientation, national origin, ancestry, arrest record, conviction record, military service, use or nonuse of lawful products off the City’s premises during non-working hours, declining to attend a meeting or to participate in any communication about religious matters or political matters, or any other characteristic protected by applicable federal, state or local law. This policy governs all aspects of employment, including recruitment, hiring/selection, job assignment, compensation, promotions, transfers,

discipline, termination, access to benefits and training and any other terms, conditions or privileges of employment.

102 Employment Classifications

Regular, Full-Time Employees: Full-time employees are those employees normally scheduled to work forty (40) hours per week.

Regular, Part-Time Employees: Part-time employees are those employees normally scheduled to work less than full-time but not less than 1040 hours per calendar year.

Seasonal/Temporary Employees: Seasonal/temporary employees are those employees hired for a specific time period or season or a specific project. Seasonal/temporary employees may be scheduled full-time, part-time or on an irregular basis. Seasonal/temporary employees do not receive the benefits provided by the City, except those required by law.

103 Hiring

Notice and Posting: Notice of vacancies and new positions the Common Council authorizes to be filled will be posted internally at the City Hall, Municipal Garage, Utilities Office, Wastewater Treatment Plant, Parks & Recreation Office and Portage Public Library and advertised externally on the City's website and in other newspapers and professional journals, as appropriate. Postings will include the position objectives, qualification requirements, and pay range, along with the deadline for submitting applications.

Selection: The City seeks to recruit and select the most qualified applicant for the position. For all Departments, the employee recruitment and selection process will be coordinated by the Department Manager under the supervision of the City Administrator. Proposed candidates for all Departments except for Fire, Police and Library shall be approved by the Common Council upon recommendation by the Human Resources Committee. Proposed candidates for Fire and Police Departments shall be appointed by the Police and Fire Commission and employment terms approved by the Common Council. Proposed candidates for Library positions shall be approved by the Library Board. Applicants for positions requiring a license or certification may be required to present proof of same as part of the hiring process, which includes a valid driver's license for those positions requiring operation of a City vehicle or equipment.

Hiring Relatives:

The hiring of individuals for regular employment positions who have relatives working for the City is strongly discouraged and should be considered only if the individual possesses a unique level of knowledge, skill and experience specific to the position. In no case shall an individual be hired to work in the same department as a relative who is currently employed within the department. For purposes of this section, "relatives" shall be defined as spouse, sibling, step brother/sister, parent, step parent, child, step child, grandchild, grandparent, in-laws, uncle, aunt, niece or nephew.

Pre-Employment Drug Screening and Physical Examination

Upon a conditional offer of employment, prospective employees will be required to submit to a pre-employment drug screen provided by the City. A positive result or refusal to undergo testing will be grounds for rescinding the offer. In addition, prospective employees with a conditional job offer will be required to undergo a physical examination. Refusal to submit to the examination will be grounds for rescinding the offer. Candidates for Police and Fire Departments shall be subject to screening requirements prescribed in the Police & Fire Commission Administrative Manual.

104 Introductory Period

Newly hired general employees will serve a six (6) month introductory period. Newly hired law enforcement sworn personnel will serve a twelve (12) month introductory period. Employees promoted or transferred to a new position with the City will serve a six (6) month introductory period in the new position.

The introductory period gives employees the opportunity to complete training and orientation to the new position and to demonstrate their ability to achieve a satisfactory level of performance and determine whether the position meets their expectations. The City uses the introductory period to evaluate employee capabilities, work habits and overall performance. Written evaluations of employees' ability to perform the duties of the position will generally be conducted at the end of 30 days and 90 days prior to the end of the introductory period. The successful completion of the introductory period does not alter the at-will employment relationship.

105 Performance Appraisals

Performance appraisals are generally conducted on an annual basis according to the employee's anniversary date of employment. At its discretion, the City may perform additional performance appraisals upon changes to job status or as situations warrant. Performance appraisals provide the City and the employee an opportunity to discuss performance strengths and weaknesses, performance goals and any concerns or suggestions for improvement or change on the part of the employee or the City.

106 Personnel Records

The City Clerk, or his/her confidential designee, maintains personnel records for each employee. Each personnel record will include, but not be limited to, the following information: employee name, date of hire, position description, department, wage, performance appraisals, and corrective actions and discipline, if any. In order to ensure the accuracy of personnel records, it is important that employees promptly notify the City Clerk of any changes in: 1) name and marital status; 2) address and telephone number; 3) eligible dependents and W-4 deductions; and 4) person(s) to contact in case of emergency.

Personnel records are secured in a locked cabinet; medical information/records are maintained in a separate confidential medical file. Except as otherwise required by applicable open record laws, no information from the personnel records will be released to third parties other than

employment verification, and employment dates and title, without prior written authorization of the employee.

Library Employees

Library Director or his/her confidential designee shall maintain personnel records for all current Library employees as required in this manual. Said Library employee records shall be transferred to City Clerk upon separation of employment.

All employees may inspect information in their personnel records upon request. Inspections will generally be conducted in the presence of the City Clerk or his/her designee. Employees may submit written responses to disputed information in the file. To review the personnel file, the employee must submit a written request to the City Clerk, or Library Director as appropriate. Up to two (2) requests per calendar year will be granted in accordance with applicable law.

107 Layoffs, Furloughs, Reductions-in-Force and Recall

If the City determines to permanently or temporarily reduce the workforce, except as otherwise mandated by applicable statute or collective bargaining agreement, the determination of which position(s) shall be subject to layoff, furlough, or reduction, as well as the order of recall, will be within the sole discretion of the Common Council, upon recommendation of the City Administrator and Department Head(s), as appropriate and reviewed by Human Resources Committee.

108 Outside Employment

The City does not preclude outside employment; however, such employment may not interfere or conflict with the employee's City duties or detract from efficient performance of the employee's City work and cannot be conducted during the employee's work hours with the City. Such outside employment shall not present a conflict of interest nor interfere with the employee City duties and responsibilities. Outside employment must be reported, in advance, to the immediate supervisor and approved by the Department Head or City Administrator for Department Heads. The outside employment request, and Department Head or City Administrator action and any other applicable information will be filed in employee's personnel file.

109 City Employees Serving as Paid-On-Call Firefighters

Employees who elect to serve the citizens of the City as a paid-on-call firefighter will abide by the following guidelines:

- While on duty as a City employee and performing regularly assigned tasks, the employee may respond to fire calls upon request to and release by his/her supervisor or the supervisor's designee. If a serious hardship will be created by the employee's absence or if the employee is already working in an emergency situation, the regular City employment position shall take priority unless otherwise directed by the employee's supervisor.

- If the employee responds to a call while on duty at his regular position, the employee may keep the payment from the Firefighters Association and turn back the regular salary for the time missed from the regular shift. As an alternative, the employee may turn the Association payment for the fire response over to the City and maintain his regular salary. If the employee is at a fire call and would no longer be on shift at his regular position, only the Firefighters Association will pay the employee. Employees will not be paid overtime from their regular full-time/part-time positions while responding to a fire call.
- When the employee is not at his regular City position, he/she may respond to fire calls at his/her discretion. This will not have an effect upon his regular position.

SECTION 2: HOURS OF WORK AND COMPENSATION

200 Hours of Work

The City Administrator will determine the hours of operation. The normal work week and normal work day, as well as work schedules, will be determined by the each City Department Head, and may include weekend, night and holiday work, as deemed appropriate. There is no guarantee or limitation placed on the number of hours to be scheduled or worked per day or per week.

201 Breaks and Lunch Periods

Employees scheduled to work an eight (8) hour shift will normally be allowed to take a ten (10) minute paid break during the first half of the scheduled shift and a ten (10) minute paid break during the second half of the scheduled shift, as well as a one-half (½) hour unpaid lunch period near the middle of the scheduled shift except as provided in a collective bargaining agreement. The Detective Lieutenant and Patrol Lieutenant shall follow the terms of the collective bargaining agreement for the personnel they supervise. Scheduling of aforementioned breaks and lunch period shall be coordinated with the immediate supervisor or Department Head.

202 Compensation/Pay

Compensation/pay rates will be determined by the Common Council or by the Library Board, upon recommendation of the City Administrator or Library Director as appropriate, in accordance with applicable state statutes, the City's personnel policy, compensation schedule, compensation resolutions and Merit Adjustment Guidelines. Employees may appeal such establishment of pay rates, classifications or merit adjustments through the Human Resources Committee. Position classifications, pay plans and schedules, and pay advancement practices are set forth in the Position Classification and Pay Plan and Employee Merit Adjustment Guidelines, copies of which are available from the City Clerk for inspection, upon request.

203 Pay Day

For payroll purposes, the workweek begins at 12:01 on Sunday and ends at midnight on Saturday. Employees will be paid bi-weekly on the Friday following the end of a 14-day pay cycle. If a pay day falls on a holiday, employees will be paid on the preceding work day.

The City takes all reasonable steps to ensure that employees receive the correct amount of pay in each paycheck and that employees are paid promptly on the scheduled pay day. It is also the City's policy to comply with the salary basis requirements under the law for exempt employees and to prohibit improper deductions from the salaries of exempt employees. In the unlikely event that there is an error in the amount of pay or a possible improper deduction, the employee should promptly bring the discrepancy to the attention of the City Administrator or his designee so that corrections can be made as quickly as possible. Employees will not suffer any reprisal for reporting pay concerns or suspected errors in pay or deductions.

204 Computation & Disposition of Final Paycheck

1. Upon separation for any reason, the employee shall be paid for all hours worked up to and including his last regular day of employment.
2. Upon separation for any reason, the employee shall be paid a lump sum payment for all earned but unused compensatory, holiday and vacation leave credits.
3. The employee's final paycheck shall be available for release from the City Treasurer's office on the next regular scheduled pay day following the effective date of separation.

205 Overtime

The following definitions apply to this section.

Exempt Employees. Exempt employees are employees who fall within an exemption to overtime under applicable wage and hour laws.

Non-Exempt Employees. Non-exempt employees are employees who are eligible to be paid overtime under applicable wage and hour laws.

Position descriptions shall designate exempt and non-exempt employees.

The City may require employees to work overtime when deemed necessary. Prior authorization from a supervisor is required before any non-exempt employee works overtime. Working unauthorized overtime may result in disciplinary action, up to and including termination of employment.

Overtime will be paid to non-exempt employees for actual hours worked in excess of forty (40) hours per workweek, or for those fire and law enforcement employees who fall under a partial exemption to overtime, for hours worked per work period beyond the applicable statutory threshold. Overtime will be paid at one and one-half (1½) times the regular rate of pay. There will be no pyramiding of overtime pay.

206 Compensatory Time

In lieu of overtime pay, non-exempt employees may opt to receive compensatory time off. Compensatory time will accrue at the rate of one and one-half (1½) hours compensatory time for each overtime hour worked. Employees may accumulate and use each year compensatory time not to exceed sixty (60) hours in a calendar year. Employees who have accrued the maximum compensatory time off shall be paid overtime compensation for any additional overtime hours worked.

The use of compensatory time shall be by mutual agreement between the employee and the City, subject to terms of applicable collective bargaining agreements. All compensatory time accumulated but not used by the end of the 24th pay period in a calendar year will be paid to the employee in the 1st payday in December. Accumulated, unused compensatory time will be paid upon separation from employment on the next regularly scheduled pay day following the effective date of the separation.

207 Longevity

Non-represented employees receiving a longevity bonus as of January 1, 2016 shall continue to receive such bonus for the duration of their employment with the City. Such longevity payments for non-exempt employees shall be treated as merit adjustments to their base rate of pay for purposes of overtime incurred during the previous 12 month period. However such longevity bonus received as of January 1, 2016 shall be the maximum the employee may receive and it shall not increase for the duration of their employment. Employees not receiving longevity bonus as of January 1, 2016 or new employees hired after January 1, 2016 shall not be eligible to receive longevity bonus. Such longevity payments to eligible employees shall be made on the second paycheck in January for the previous calendar year.

208 Timekeeping

Employees are responsible for accurately recording hours worked. Federal and state laws require the City to keep an accurate record of time worked in order to calculate employee pay. Employees will be required to sign their time records to certify the accuracy of all time recorded. Department Heads will also review and initial the time records before submitting them to designated Payroll Clerk. Any corrections or modifications made to the time record must be verified for accuracy and initialed by both the employee and the Department Head. Failure to accurately record time worked and/or falsification of time records will result in discipline, up to and including termination.

SECTION 3: INSURANCE, RETIREMENT AND OTHER BENEFITS

301 Disclaimer

The following is a general summary of the insurance and retirement benefits currently provided by the City. It is not intended to, and does not, provide all details of the benefits or change or interpret the terms of the official plan documents. To the extent that any information in the manual is inconsistent or conflicts with the official plan documents, the terms of the plan

documents govern. Additional information about any of the benefits described is available from the City Administrator or his designee. The City reserves the right to amend, modify or terminate, in whole or in part, any or all of the benefits described.

302 Eligibility

Regular, full-time employees are eligible to receive the benefits in this Section, unless otherwise stated. Regular, part-time employees are eligible to receive benefits on a pro-rated basis in relation to the number of hours regularly scheduled during a normal workweek.

303 Health Insurance

The City currently participates in the State of Wisconsin Group Health Insurance Program and eligible employees have the option to select coverage from among various plans offered. Unless specified for employee covered by collective bargaining agreements, the City currently pays an amount equal to 88% of the gross premium of the least costly plan offered in the service area toward the premium cost for employee and/or dependent coverage. Employees are responsible for payment of the remainder of the cost of the premium through payroll deduction and may utilize Flexible Benefit Plan or Health Saving Accounts for premium payments.

The City will continue to pay the City's portion of the premium during an employee's approved sick leave, family medical leave, or worker's compensation leave. Coverage will continue during other leaves at the employee's own expense.

304 Dental Insurance

The City currently offers group dental insurance plans. The City contributes an amount determined by the Human Resources Committee and/or the Common Council toward the cost of the premium for dental coverage, currently \$40/month for single or family. The employee is responsible for payment of the remainder of the cost of the premium through payroll deduction. Employees may participate in the dental insurance plan at their option with payments made through payroll deduction and may utilize Flexible Benefit Plan or Health Saving Accounts for premium payments..

305 Life Insurance

The City currently offers term life insurance benefits in accordance with the terms of the Wisconsin Public Employers Group Life Insurance Program to employees eligible to participate in the Wisconsin Retirement Fund. The base amount of coverage is an amount equal to the employee's salary for the previous calendar year rounded to the nearest \$1,000. Eligible employees may choose to purchase additional life insurance coverage, in \$1,000 increments, at their own expense to be paid by the employee through payroll deduction and may utilize Flexible Benefit Plan or Health Saving Accounts for premium payments.

306 Income Continuation Insurance

The City presently offers basic level coverage under the provisions of the Wisconsin Public Employer's Income Continuation Program. Employees may select alternative coverage levels but are responsible for payment of any premium costs in excess of the basic level coverage rate, through payroll deduction.

307 Retirement

The City is a participant in the Wisconsin Retirement System. Eligible employees may participate in the WRS with the employee paying the entire employee-required contribution and the City paying the entire employer-required contribution.

308 Worker's Compensation

The City maintains worker's compensation insurance for all employees to the extent required by law. In the event of a worker's compensation claim, the employee shall receive their regular weekly income from the City, credited against their accumulated sick leave. If the claim is approved, the City shall reimburse the employee's sick leave account pursuant to the approved claim and such payment received from worker's compensation insurance shall be turned over to the City. If no sick leave is available, employee may substitute other earned leave, if available. In cases when the injury is determined to be the direct result of an employee's failure to observe adopted safety rules, the employee shall not be entitled to receive the supplemental payments.

309 Flexible Benefit Plan

The City has established a cafeteria plan within the meaning of Section 125 of the Internal Revenue Code. Information regarding eligibility, enrollment, benefits and other pertinent information is contained in the City of Portage Cafeteria Plan document. The full plan document is available from the City Clerk.

310 Employee Assistance Program

The City has established an Employee Assistance Program (EAP) for the benefit of all full-time employees, paid-on-call firefighting personnel, and their immediate family members. Information regarding EAP services is available from the City Clerk.

311 Training and Career Development

Employee Training: Whenever an employee's attendance at training or educational sessions is required by the City all expenses including travel, lodging, meals, registration and other direct program expenses will be paid by the City. Reasonable out-of-pocket expenses for parking, tolls and purchase of training materials incurred by the employee as a direct result of attendance will be reimbursed upon submission of receipts.

Professional Conferences, Workshops and Seminar Attendance: Employees are encouraged to avail themselves of conference and seminar opportunities that serve to enhance their professional and technical skills. Attendance at in-state conferences and seminars is subject to prior authorization of the City Administrator. Out-of-state attendance is subject to prior authorization

of the Finance/Administration Committee. For purposes of this policy, the technical boundaries of the state will include those areas within 50 miles of the state border in abutting states.

The City will pay registration fees, transportation costs and a meal allowance based on submission of receipts, not to exceed \$50 per day, as approved by the City Administrator. Lodging and mileage reimbursements will be based on actual out-of-pocket expenses incurred by the employee. Receipts will be required in support of all expenses submitted for reimbursement.

Tuition Reimbursement: Subject to prior approval by the Finance/Administration Committee, the City will increase the employee base hourly rate by \$0.03/hour upon completion of each three (3) credits for up to a total of forty-five (45) credits. This shall be considered a merit increase. This monthly remuneration for these credits shall apply only to those Employees who have been approved and show proof of enrollment no later than October 1st of each year and shall commence upon providing satisfactory documentation of course completion and passage. This incentive pay shall only be paid for the credits earned for courses that are applied toward the attainment of a degree related to their area of employment and recommended by the Department Head.

312 Mileage Reimbursement and Use of Privately-Owned Vehicles for City Business

Reimbursement for the use of a privately owned vehicle for City business outside the City will be paid at the current IRS rate. Payment of mileage allowance is subject to prior approval for use of a privately owned vehicle from the Department Head and to submission of signed mileage records to the City Clerk. Employees are responsible for maintaining appropriate insurance coverage for liability, bodily injury and property damage.

313 Use of City Vehicles

For safekeeping and required emergency or on-call response capacity, it is deemed necessary that certain staff be authorized the use of a City vehicle on a “take home” basis, provided the residence is within the City’s corporate limits. Authorization for such use is extended to the following positions upon approval of City Administrator and subject to availability of vehicles: Police Chief, Fire Chief, Utilities Superintendents, Public Works Director, Manager of Parks and Recreation, Public Works Superintendent, Police K-9 Officer, Detective Lieutenant and Police Detectives. As may be required by IRS regulations, the “take home” use of a City vehicle shall be treated as a fringe benefit reportable as income. Employees who are not City residents shall require approval of Human Resources Committee to take home City vehicles. Questions may be addressed to the City Clerk.

314 City Credit Cards

City credit cards must be used only for City business. Use should be pre-approved by the Department Head or otherwise used only when necessary. Employees using City credit cards for personal use will be subject to disciplinary action, up to and including termination.

A credit card in the possession of an employee is the employee's responsibility. Employees must promptly report if the card is lost or stolen. Charges made to the card as a result of failure to promptly report the card missing will be the responsibility of the employee.

SECTION 4: TIME OFF BENEFITS

400 Eligibility

Regular, full-time employees are eligible to receive the benefits in this Section, unless otherwise stated. Regular, part-time employees are eligible to receive benefits on a pro-rated basis in relation to the number of hours regularly scheduled during a normal workweek.

401 Holidays

For those employees employed at the adoption of this Personnel Manual, the City recognizes the following eleven (11) days as paid holidays.

New Year's Eve	Thanksgiving Day
New Year's Day	Friday after Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	Plus Two (2) Floating Holidays

Except as otherwise provided in this Section, if any paid holiday falls on a Saturday, the preceding Friday will be observed as the holiday. If the actual holiday falls on a Sunday, the following Monday will be observed as the holiday. In any year in which Christmas Day or New Year's Day falls on a Saturday or Sunday, the Christmas Day and New Year's Day holidays will be observed on the next succeeding Monday. Whenever Christmas Eve and New Year's Eve falls on a Sunday, the holiday will be observed on the preceding Friday.

To be eligible for holiday pay, an employee must work their regularly scheduled day preceding and the day following the recognized holiday unless he is on authorized leave. Employees required to work on a holiday will be paid at the rate of 1½ times the employee's hourly rate of pay plus holiday pay.

In lieu of receiving pay for a holiday, Police Lieutenants may elect to take an additional day or days off to use as vacation. The extra day(s) off must be approved in advance by the Chief of Police. If the Police Detective Lieutenant is required to work on a holiday, he/she may take another day off or receive pay for the holiday.

Holiday observance for represented employees shall be pursuant to their respective collective bargaining agreements.

402 Vacation

General Provisions:

- Vacation leave shall be earned and credited based on anniversary date of employment. The vacation leave year is the twelve (12) month period between anniversary dates.
- For purposes of determining vacation leave, an employee's anniversary date of employment shall be recognized as of the first day of the month of hire. However if an employee's job status changes (i.e., part-time promoted to full-time), their anniversary date for benefit accrual shall be the effective date of the job status change.

Vacation Amount: Employees are entitled to the following amount of vacation in accordance with their years of service:

- Ten (10) work days after one (1) full year of service.
- Fifteen (15) work days after seven (7) full years of service.
- One (1) additional day will accrue for each completed year of service in years eleven (11) through fourteen (14).
- Twenty (20) work days after fifteen (15) years of service.
- Twenty-five (25) work days after twenty (20) years of service.

Police lieutenants in their position as of September 2003 will be "grandfathered" in at their current vacation amount as of September 2003.

"Years of Service" shall mean total number of years of continuous employment. Time lost during job-related injury or illness will be considered time worked in determining years of service and vacation leave eligibility.

Vacation Use:

- Vacation leave shall not be available for the employee's use during the first twelve (12) months of employment.
- A maximum of three (3) days' vacation leave may carry over from one vacation leave year to the next. Any vacation leave exceeding three (3) days will be lost at the end of the vacation leave year.
- The use of vacation is subject to Department Head approval. For Department Heads, vacation leave will be authorized by the City Administrator.

Vacation at Employment Separation:

- With the exception of employees who have not successfully completed their Introductory Period, at separation of employment, employees will be paid for all unused vacation leave accrued from their most recent anniversary date to the date of separation. In the event of an employee's death, compensation for unused vacation leave will be paid to the employee's beneficiary.

403 Sick Leave

Accumulation: Regular, full-time employees shall accrue sick leave at the rate of one (1) regular work day for each month of employment. For employees hired after the effective date of this

policy, they may accrue up to a maximum of 150 days. Current employees may accrue unlimited sick leave while actively employed.

Sick Leave Use: Sick leave may be used for the following reasons: (1) illness, injury, pregnancy or other short-term disability that renders the employee incapable of performing job duties; (2) illness or injury of an immediate family member requiring care by the employee; and (3) medical, dental, or optical examinations or treatment when examinations or treatment cannot be scheduled outside normal work hours. Sick leave may not be utilized in increments of less than one-half (½) hour. The use of sick leave for periods in excess of three (3) consecutive days may require a doctor's statement authorizing the employee's return to work. If required, the statement is to be provided to the Department Head prior to the employee resuming work activities. Immediate family shall mean spouse, parents, step-parents, mother or father-in-law, son, daughter, step son or daughter, grandparents and grandchildren.

Termination:

Except for Fire Department employees included in IAFF Local 2775 and Police Department employees in the Wisconsin Professional Police Association, and employees hired after January 1, 2009; employees who retire under the provisions of the Wisconsin Retirement System (WRS) will receive compensation credit for 90% of accrued sick leave up to a maximum of 150 days. Fire and Police represented employees shall receive compensation credit pursuant to their respective labor agreements. Employees hired after January 1, 2009 who retire under the provisions of the WRS will receive compensation credit for 90% of accrued sick leave up to a maximum of 100 days. Upon adoption of this policy the current Chief of Police and Patrol Lieutenant shall, upon retirement, receive compensation credit for 90% of their accrued sick leave balance. Any amount so credited will be retained by the City and used for purposes of paying the premium expense of continued health insurance coverage for the employee and his/her dependents for the plan in which the employee was participating at the time of his/her retirement. Such accrual shall be paid at the pay rate in effect at retirement.

- Accrued, unused sick leave is not paid out at termination for employees who are not retiring.

404 Compassionate Leave

Regular, full-time employees will be granted up to three (3) days off with pay for the purposes of attending funeral services for the following family members: spouse, parent, stepparent, brother, sister, son, daughter, grandparents, grandchild, stepchild, in-law, step grandparents ~~and great-grandparents~~. Regular, part-time employees will be granted up to 1.5 days of compassionate leave with pay.

Leave for purposes of attending funeral services other than those of family members may be granted by the employee's Department Head or designee. The grant of such leave shall be limited to one (1) day and shall be chargeable against the employee's vacation and/or compensatory time hours.

405 Jury, Witness Duty and Voting Leave

Any employee who is required to serve on jury duty or to appear as a witness in a court matter that causes the loss of regularly scheduled work days will receive full pay for the time lost. However, the employee must remit to the City Treasurer any and all compensation received for jury duty excluding mileage and meal reimbursement. The employee must present a voucher from the Clerk of Court stating the full amount of pay received from the court. Employees are expected to report to work to complete the remainder of their shift after released from jury or witness duty.

Generally employees are able to find time to vote either before or after their regularly scheduled work hours. If employees are unable to vote in an election during their nonworking hours they will be allowed to be absent from work for up to three (3) consecutive hours, without pay, while the polls are open. Employees must request such time off before the election date. The City may decide the time of the day for the absence in order to ensure that operating requirements are met.

406 Military Leave

- Employees who are members of a military reserve component of the Armed Forces of the United States shall be granted leave not to exceed ten (10) days per year to enable them to attend required training exercises. The City will compensate employees the difference between the employee's regular base pay and the pay received for military services.
- Employees who leave active employment for the purpose of long term military obligations, whether by enlistment, draft, recall, or reserve unit call-out, shall be granted leave in accordance with applicable law, without pay or benefits. Upon expiration of the military leave, reinstatement will be granted in accordance with applicable law.

407 Family Medical Leave

The City will comply with both the federal Family and Medical Leave Act (FMLA) and the Wisconsin Family and Medical Leave (WFMLA) requirements. This policy provides employees with a general description of their FMLA rights. In the event of any conflict between this policy and the applicable law, employees will be afforded all rights required by law. Federal and Wisconsin FMLA leaves and, in appropriate circumstances, worker's compensation leave, will generally run concurrently. Employees with any questions regarding this policy may contact the City Administrator.

Eligibility for FMLA Leave:

Employees are eligible for federal FMLA leave if they:

1. Have been employed for at least 12 months;
2. Have worked at least 1,250 hours during the 12 calendar months immediately preceding the commencement of the leave; and
3. Are employed at a work site that has 50 or more employees within a 75-mile radius.

Employees are eligible for Wisconsin FMLA leave if they:

1. Have been employed for at least 52 consecutive weeks; and
2. Have worked or been paid for at least 1,000 hours during the preceding 52 weeks prior to the commencement of the leave.

Basic FMLA Leave:

Employees who meet the eligibility requirements for federal FMLA leave are eligible to take up to a combined total of 12 weeks of unpaid leave during any 12-month period for any one or more of the following reasons:

1. The birth of the employee's son or daughter and to care for the newborn child.
2. The placement with the employee of a son or daughter for adoption or foster care and to care for the newly placed child.
3. To care for a spouse (including legally married same-sex spouse or common law spouse), son (biological, step or foster), daughter (biological, step or foster), or parent (including biological, foster, step, or in-law) with a serious health condition.
4. Due to the employee's own serious health condition that renders the employee unable to perform one or more of the essential functions of his or her position.

In the case where a married couple is employed at City, the two spouses together may take a combined total of 12 weeks' leave during any 12-month period for reasons 1 and 2, or to care for the same parent pursuant to reason 3.

Employees who meet the eligibility requirements for Wisconsin FMLA leave are eligible to take unpaid leave during a 12-month period for the following:

1. Up to six (6) weeks for the birth or adoption of an employee's child, provided the leave begins within sixteen (16) weeks of the birth or adoption of that child.
2. Up to two (2) weeks to care for a spouse (including legally married same sex spouse), son, daughter, parent, domestic partner, domestic partner's parent or parent-in-law with a serious health condition.
3. Up to two (2) weeks for an employee's own serious health condition.

The definition of "domestic partner" includes (1) same-sex couples who register in their county of residence and (2) same-sex and opposite-sex couples who are not required to register.

For purposes of the Wisconsin FMLA, a serious health condition is defined as a condition that requires inpatient care in a hospital, nursing home or hospice or outpatient care that requires continuing treatment or supervision by a health care provider.

For purposes of the federal FMLA, a serious health condition is defined as a condition that requires inpatient care at a hospital, hospice or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care or a condition that requires continuing care by a licensed health care provider. The federal FMLA covers illnesses of a serious and long-term nature, resulting in recurring or lengthy absences.

Generally, a health condition that would result in a period of three consecutive days of incapacity with the first visit to the health care provider within seven days of the onset of the incapacity, resulting in a regimen of continuing treatment or a second visit within 30 days of the incapacity would be considered a serious health condition. For chronic conditions requiring periodic health care visits for treatment, such visits must take place at least twice a year.

12-Month Period:

The City will measure leave entitlement and the amount of leave taken based on a calendar year (January 1 – December 31) for purposes of both federal FMLA leave and Wisconsin FMLA leave.

Military Family Leave (Federal Only):

There are two types of Military Family Leave available.

1. Qualifying exigency leave. Employees meeting the eligibility requirements for federal leave may be entitled to use up to 12 weeks of their basic federal FMLA leave entitlement to address certain qualifying exigencies. Leave may be used if the employee's spouse, parent, son, or daughter is on covered active duty or called to active duty status in the Armed Forces, including the National Guard or Reserves. Qualifying exigencies may include:
 - Short-notice deployment (up to 7 days of leave)
 - Attending certain military events
 - Arranging for alternative childcare
 - Addressing certain financial and legal arrangements
 - Periods of rest and recuperation for the service member (up to 15 days of leave)
 - Attending certain counseling sessions
 - Attending post-deployment activities (available for up to 90 days after the termination of the covered service member's active duty status)
 - Other activities arising out of the service member's active duty or call to active duty and agreed upon by the City and the employee
2. Military caregiver leave. There is also a special leave entitlement that permits employees who are the spouse, parent, child or next of kin to take up to 26 weeks of leave to care for a covered service member or veteran during a single 12-month period. (A single 12-month period for military caregiver leave begins on the first day the employee takes leave for this reason and ends 12 months later, regardless of the 12-month calendar year period established for other FMLA purposes.) A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on temporary disability retired list, for a serious injury or illness incurred in the line of duty while on active duty. For veterans the undergoing medical treatment, recuperation, or therapy must be for a serious injury or illness that occurred any time during the five years preceding the date of treatment.

When both husband and wife work for the City, the aggregate amount of leave that can be taken by the husband and wife to care for a covered service member is 26 weeks in a single 12-month period.

Intermittent or Reduced Scheduled Leave:

An employee does not need to use leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule in increments of not less than one-half (½) hour when medically necessary for the serious health condition of the employee or family member or the injury or illness of a covered service member. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the City's operations. Military leave due to qualifying exigencies may also be taken on an intermittent basis. Under federal FMLA, leave may not be taken on an intermittent or reduced leave schedule basis when used to care for the employee's own child during the first year following birth, or to care for a child placed with the employee for foster care or adoption, unless both the City and employee agree to such intermittent or reduced schedule leave.

Employees may use intermittent leave or reduced schedule leave for any type of leave taken under the Wisconsin FMLA.

Substitution of Paid Time Off for Unpaid Leave:

Under the federal FMLA, the employee must use accrued paid leave (sick, vacation, compensatory time, floating holiday) before any portion of unpaid leave under the Act. Accrued vacation, floating holiday, or compensatory time may be substituted for any federal FMLA-qualifying purpose. Accrued sick leave may be substituted for the employee's own serious health condition or the serious health condition of a family member. An employee who elects to take paid leave must follow the City's paid leave policies or collective bargaining agreement with respect to use of that leave. For leave taken for a qualifying exigency, the same rules apply as if the employee took FMLA leave to care for a family member with a serious health condition or for the birth or placement of a child. For leave to care for a seriously injured or ill family member in the military, the same rules apply as if the employee took leave for his or her own serious health condition.

Under the Wisconsin FMLA, the law requires that employees be allowed to choose to substitute paid or unpaid leave provided by the City for any type of leave under the WFMLA, at the employee's option.

Medical and Other Benefits:

During an approved FMLA leave, the City will maintain the employee's health benefits as if the employee continued to be actively employed. If paid leave is substituted for unpaid FMLA leave, the City will deduct the employee's portion of the health plan premium as a regular payroll deduction. If leave is unpaid, the employee must pay his or her portion of the premium.

The employee should contact the City Administrator or his designee to make arrangements to make monthly premium payments.

An employee's healthcare coverage will cease if the employee's premium payment is more than 30 days late. If the payment is more than 15 days late, the City will send the employee a letter to this effect. If the City does not receive the co-payment within 15 days after the date of that letter, the employee's coverage may cease. If the employee elects not to return to work for at least 30 days at the end of the leave period, the employee will be required to reimburse the City for the cost of the premiums paid by the City for maintaining coverage during the unpaid leave, unless the employee cannot return to work because of a serious health condition or certain other circumstances beyond the employee's control.

Employee Responsibilities When Requesting FMLA Leave:

If the need to use FMLA leave is foreseeable, the employee must give the City at least 30 days prior notice of the need to take leave. When 30 days' notice is not possible, the employee must give notice as soon as practicable (within 1 or 2 business days of learning of the need for leave except in extraordinary circumstances). Failure to provide such notice may be grounds for delaying the start of the FMLA leave.

For unforeseeable leave, employees must comply with the City's usual and customary procedural requirements for requesting leave, including a requirement that a specific person be contacted, absent unusual circumstances. Failure to provide such notice may be grounds for delaying the start of the FMLA leave.

Employer Responsibilities:

When an employee requests leave the City will inform the employee, typically within five (5) business days of a leave request, whether he or she is eligible for leave under the federal FMLA and/or Wisconsin FMLA. If eligible, the employee will be given a written notice that includes details on any additional information he or she will be required to provide. If the employee is not eligible, the City will provide the employee with a written notice indicating the reason for ineligibility.

If leave will be designated as FMLA-protected, the City will inform the employee in writing that the leave is designated as such, typically within five (5) business days of receiving sufficient information to determine whether leave is being taken for an FMLA-qualifying reason, and will provide information on the amount of leave that will be counted against employee's leave entitlement under the Wisconsin FMLA, the federal FMLA or both.

Medical Certification:

If the employee is requesting leave because of the employee's own or a covered family member's serious health condition, the employee and the relevant healthcare provider must supply appropriate medical certification. Employees will be provided certification forms by the City. When the employee requests leave, the employee will be notified of the requirement for

medical certification and when it is due (generally, no more than 15 calendar days after the employee requests leave). If the employee provides at least 30 days' notice of medical leave, he or she should also provide the medical certification before leave begins. Failure to provide requested medical certification in a timely manner, absent extenuating circumstances, may result in denial of the leave.

The City may directly contact the employee's health care provider for verification or clarification purposes using a health care professional, an HR professional, leave administrator or management official. The City will not use the employee's direct supervisor for this contact. Before the City makes this direct contact with the health care provider, the employee will be given an opportunity to resolve any deficiencies in the medical certification.

The City will also require certification of the qualifying exigency for military family leave and certification for the serious injury or illness of the covered service member for military caregiver leave. The employee must respond to such a request within 15 calendar days of the request, absent extenuating circumstances. Failure to provide certification may result in denial of FMLA leave.

Recertification:

The City may request recertification for the serious health condition of the employee or the employee's family member no more frequently than every 30 days and only when circumstances have changed significantly, or if the employer receives information casting doubt on the reason given for the absence, or if the employee seeks an extension of his or her leave. Otherwise, the City may request recertification for the serious health condition of the employee or the employee's family member every six months in connection with an FMLA absence. Failure to provide requested certification within 15 days, except in extraordinary circumstances, may result in the delay of further leave until the requested certification is provided.

Return to Job at End of FMLA Leave:

An employee who takes leave under this policy may be asked to provide a fitness for duty clearance from the health care provider addressing the employee's ability to perform the essential functions of the employee's job. If a fitness-for-duty certification will be required upon completion of the leave employees will be notified of that requirement at the time their leave is designated as FMLA-qualifying. Upon return from FMLA leave, employees will be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

408 Other Leaves of Absence

Requests for extended leaves of absence for medical or other reasons will be considered on a case-by-case basis for regular, full-time employees. Leave requests should be submitted, in writing, as far in advance as possible. The City reserves the right to request documentation supporting the need for a leave of absence, including documentation from a health care provider for purposes of requests for medical leaves of absence.

Leaves of absence are unpaid and will be granted only after exhaustion of accrued paid leave (e.g., vacation, compensatory time and sick leave). Employees *will* continue to earn vacation and sick leave during a leave of absence. Employees do not receive holiday pay for any recognized holidays that fall within a leave of absence. Continuation of group insurance benefits (e.g., *health, dental, life, short term and long term disability*) is subject to the terms and conditions of the applicable insurance plan. The City will continue to make contributions toward payment of group health insurance premiums for the first 30 days of an approved leave of absence. If the employee terminates employment with the City at the end of their leave of absence, the employee shall reimburse the City contributions toward their health insurance and will not be eligible for compensation for any accrued paid leave earned during the leave of absence. Such employee reimbursements due to the City may be deducted from the employee's final payroll check.

The City will make reasonable efforts to return employees to work upon expiration of a leave of absence. However, the City cannot guarantee that an employee's position will remain available or that a comparable position will exist upon an employee's return from a leave of absence.

409 Administrative Leave Days

The City recognizes that employees occupying management positions, who do not receive overtime pay and are often required to work in excess of forty (40) hours per week, provide the professional guidance and expertise necessary for the effective operation of the City. Acknowledging this level of dedication, the City provides Department Heads and other exempt employees with seven (7) additional leave days per year to be used as vacation. Administrative days will be pro-rated during the first year of employment in a management position as follows:

<u>Start Date in Management Position</u>	<u>Number of Administrative Days</u>
January – February	Six (6) days
March – April	Five (5) days
May – June	Four (4) days
July-August	Three (3) days
September – October	Two (2) days
November – December	One (1) day

All requests for December Administrative Days must be turned into the Department Head by December 1 of each year. Unused Administrative Days will be paid out at year-end, if approved by Department Head only in the event that the employee is denied use of a scheduled day(s) that cannot be rescheduled before year-end due to a City emergency situation.

SECTION 5: GENERAL WORKPLACE POLICIES

500 Sexual and Other Workplace Harassment

Scope: The City is committed to providing a work environment free of unlawful harassment. This policy prohibits any City employee, male or female, from harassing another employee on the basis of his/her sex or other protected status. The policy applies to all employees, including supervisors and managers, and also applies to conduct toward City employees by outside

vendors, consultants or customers. It applies to conduct in the workplace and while conducting business in work-related settings outside the workplace.

Prohibited Conduct: Prohibited sexual harassment includes:

- Unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature;
- Implicitly or explicitly making or permitting acquiescence in or submission to such conduct a term or condition of employment or making or permitting acquiescence in, submission to or rejection of such conduct a factor in employment decisions affecting the employee; and
- Permitting such conduct to have the purpose or effect of substantially interfering with an employee's work performance or of creating a hostile, intimidating or offensive work environment.

Sexual harassment may include a range of subtle and not so subtle behaviors and may involve individuals of the same or different gender. Prohibited harassment includes those behaviors listed above in addition to sexual jokes and innuendo; commentary about an individual's body, sexual prowess or sexual deficiencies; leering, whistling or touching; insulting or obscene comments or gestures; display in the workplace of sexually suggestive objects or pictures (including through e-mail) and other physical, verbal or visual conduct of a sexual nature.

Harassment on the basis of any other protected characteristic is also strictly prohibited. This policy prohibits verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of his/her age, race, creed, color, disability, marital status, sex, national origin, ancestry, arrest record, conviction record, military service or other characteristic protected by law and that: 1) has the purpose or effect of creating an intimidating, hostile or offensive work environment; 2) has the purpose or effect of substantially interfering with an individual's work performance; or 3) otherwise adversely affects an individual's employment opportunities. This includes ethnic jokes, slurs or name-calling, denigrating jokes and display or circulation in the workplace of written or graphic material that denigrates or shows hostility or aversion toward an individual or group (including through e-mail).

In addition to harassment, this policy also strictly prohibits retaliation against any individual who reports discrimination or harassment or who participates in an investigation of or proceeding relating to such reports.

Reporting and Investigation: The City strongly encourages and expects prompt reporting of all observed incidents of discrimination, harassment or retaliation, regardless of the alleged offender's identity or position. An employee who believes he or she has been the subject of discrimination, harassment or retaliation or who has otherwise witnessed such conduct should report the matter as soon as possible to his or her immediate supervisor or Department Head, to the City Administrator, or to the Mayor if the report involves the City Administrator. A prompt and thorough investigation will be undertaken to determine the facts. The investigation will

include interviews with the parties involved and may also include interviews with individuals who may have observed the alleged conduct or who may have other relevant knowledge. The City will maintain confidentiality throughout the investigatory process to the extent consistent with adequate investigation and appropriate corrective action.

Consequences: After investigation, any employee, including any supervisor or manager, found to have sexually or otherwise harassed another employee, supervisor or manager or to have engaged in discrimination or retaliation in violation of this policy will be subject to appropriate discipline and/or other corrective action. Depending upon all the circumstances, such discipline could include immediate termination of employment.

501 Disability Accommodation

In compliance with applicable disability discrimination laws, the City prohibits discrimination on the basis of disability and is committed to providing equal employment opportunities to otherwise qualified individuals with disabilities. Consistent with this policy of nondiscrimination, the City will provide reasonable accommodations where the City has been made aware of a disability and where the accommodations do not impose an undue hardship or present a direct threat to the health and safety of the individual or others.

In general, it is the responsibility of the applicant or employee to notify the City of the need for an accommodation. An applicant or employee who requires an accommodation should notify his/her supervisor. Upon receipt of an accommodation request, the City may ask the individual for information and input concerning the functional limitations caused by the condition to determine disability status and for information and input about the type of accommodations that are believed to be necessary or reasonable. The City may also seek the individual's authorization to obtain additional information and input from health care providers or other professionals concerning the condition, the limitations it causes, and the types of accommodations that may be available to enable the individual to perform his/her job-related responsibilities.

502 Violence Free Workplace

Scope: The City expressly prohibits any acts or threats of violence by any employee against any other employee. The City will not condone any acts or threats of violence against employees, customers, or visitors on workplace premises at any time or while they are engaged in business with or on behalf of the City, on or off the premises.

Prohibited Conduct: The following list of behaviors, while not all-inclusive, provides examples of conduct that is prohibited.

- Causing physical injury to another person;
- Making remarks threatening violence;
- Aggressive or hostile behavior that creates a reasonable fear of injury to another person or subjects another person to distress;

- Intentionally damaging the property of the City or the property of any City employee, member or visitor; and
- Possession of a firearm or weapon while on City property, conducting City business (except for law enforcement employees).

Reporting: If you receive or overhear any threatening communications from an employee or outside third party or witness or experience any violent conduct, report it to your supervisor, Department Head, or the City Administrator at once. Threats or acts of violence against employees occurring outside the workplace that may carry over into the workplace should also be reported.

Do not engage in either physical or verbal confrontation with a potentially violent individual. If you encounter an individual who is threatening immediate harm to an employee, member or visitor to our premises contact 9-1-1 immediately.

All reports of violence or threats of violence will be kept confidential, to the extent possible, and will be investigated and documented. Employees are expected to report and participate in an investigation of any suspected or actual cases of workplace violence. Employees will not suffer retaliation for reporting violent incidents or threats or for participating in investigation of violence or threats. Any employee retaliating against another employee for reporting or participating in investigations of workplace violence will be subject to discipline, up to and including termination.

Consequences: Violations of this policy, including failure to report violence or to fully cooperate in the investigation of reports, may result in disciplinary action, up to and including immediate termination.

503 Drug and Alcohol Free Workplace

It is the policy of the City to provide a drug and alcohol free work environment for its employees. Manufacture, distribution, possession, sale or use of any illegal drugs, alcohol, or controlled substances while engaged in City business is strictly prohibited. Employees are required to report to work free from the influence of alcohol, illegal drugs, or other controlled substances. Employees are expected to become familiar with, and comply with the requirements of the City's Drug and Alcohol Free Workplace Policy. Employees who violate this policy will be subject to appropriate disciplinary action, up to and including termination.

In addition, because prescription medication may also affect an individual's ability to perform his/her job, employees should notify their supervisor, Department Head or the City Administrator prior to starting work if they are taking legal prescription drugs that they believe may impact their ability to perform their job duties. After consultation, the City will determine whether the employee may continue to work or whether any appropriate work restrictions will be imposed.

504 Drug and Alcohol Testing Program

In accordance with the requirements of the Omnibus Transportation Employee Testing Act of 1991, the City has implemented a Drug and Alcohol Testing Program covering those employees who are required to have a Commercial Drivers' License (CDL). Employees are expected to become familiar with and comply with the requirements of the program. Employees who violate the program will be subject to appropriate disciplinary action, up to and including termination.

505 Health and Safety Policy

The City is committed to providing a safe work environment for its employees. Prevention of accidents and injuries to employees and the general public is of priority concern. Each employee must work in a safe manner and observe good safety practices and procedures and safety rules, for the safety of the employee, co-workers and the public. Safety responsibilities of all City employees include:

- Exercising maximum care and good judgment at all times to prevent accidents and injuries and following all applicable safety rules.
- Reporting immediately to their Department Head or City Administrator any injury or illness sustained on the job, regardless of how minor.
- Reporting unsafe conditions, equipment, or practices to a supervisor, Department Head or the City Administrator.
- Using safety equipment and wearing protective safety clothing when the work requires it.
- Seeking further training and instruction in the event an employee is unsure of how to operate machinery or perform a task.

The City has also adopted a separate Health and Safety Policy Manual. Employees are expected to become familiar with and comply with the policies and procedures contained in the policy manual. Employees who violate health and safety rules will be subject to appropriate disciplinary action, up to and including termination.

506 First Aid or Injury

The City is required to maintain accurate and complete records concerning work-related injuries and illnesses and expects each employee to cooperate in this duty. Therefore, an employee who becomes ill or sustains an injury while at work, no matter how slight, must report it immediately to a supervisor, Department Head or the City Administrator. Employees who require medical assistance will be sent for emergency treatment. Failure to report any work-related accident or injury is a violation of City policy and may result in discipline, up to and including termination.

507 Solicitation/Distribution Policy

In order to avoid disruption and lost productivity, employees are prohibited from solicitation during their working time or during the working time of employees being solicited. Working

time does not include meal periods and other break periods. Employees are also prohibited from distribution of literature of any kind during working and non-working time in working areas. Working areas do not include lunch/break rooms or the parking lot. Non-employees are prohibited from solicitation and/or distribution for any purpose on City workplace premises except upon approval of the Department Head or City Administrator or their designee.

508 Ethical Guidelines and Conflicts of Interest

In order to preserve public confidence in the integrity of municipal officials and employees and to promote high ethical standards in local government, the Common Council has adopted the following guidelines to assist officials and employees in determining the proper course of action when faced with uncertainty.

- No City employee shall use or permit the use of City vehicles, equipment, materials or property for personal convenience or profit, except when such services are available to the public generally or are provided as City policy for use of such employee in the conduct of official business, as authorized by the Common Council.
- No City employee shall engage in any business transaction with the City or have a financial or other personal interest, direct or indirect, which is incompatible with the proper discharge of his/her official duties or will tend to impair his/her independence or judgment or action in the performance of his/her duties.
- Any City employee who has a substantial financial interest, including employment, in any business entity entering into, proposing to enter into or bidding on any transaction with the City, or as part of his official duties will be making an official decision or recommendation significantly affecting a business competitor, client or regular customer, shall disclose such interest to the City Administrator.
- No City employee shall represent, for compensation, private interests before the Common Council without disclosure of the private business relationship and explicit consent of the Common Council.
- No City employee, without proper authorization of the City Administrator, shall disclose confidential information concerning the property, government or affairs of the City, nor shall he/she use such information to advance the financial or other private interest of himself/herself.
- No City employee shall accept anything of value whether in the form of a gift, service loan or promise from any person who, to his/her knowledge, has a direct financial interest in any transaction or official business with the City, which may tend to impair his/her independence of judgment or action in the performance of his/her official duties. However, it is not a conflict of interest for an employee to receive a gift of gratuity that is an unsolicited item of nominal intrinsic value, such as a meal up to \$10.00 in value.

- No City employee is prohibited from exercising his/her political rights to engage in political activities, including the right to petition, make speeches, campaign, or run for public office, so long as the employee does not use his/her official position of City employment to coerce or influence others and does not engage in political activities while he is at work.

SECTION 6: WORK RULES AND STANDARDS OF CONDUCT

600 General Statement

The orderly and efficient operation of the City requires that employees adhere to workplace rules and proper standards of conduct at all times. Although not an exhaustive list, the personnel manual sets forth general rules, standards and expectations for employee conduct. In addition to the general rules set forth in the personnel manual, Department Heads may also establish written work rules for the day-to-day operation of their respective department. Such additional rules are subject to approval by the City Administrator prior to becoming effective and shall not be inconsistent with the rules, standards, and policies and procedures set forth in the personnel manual. Department rules will be made available to employees of the specific department.

The failure of an employee to comply with rules, standards and other expectations of conduct, whether general or Department-specific, may result in discipline, up to and including termination of employment.

601 Personal Appearance and Uniforms

City employees are expected to be clean and neat and to dress and act in a manner consistent with the position they hold and the degree to which they contact the public. Employees that are furnished with uniforms and/or equipment to wear during performance of their duties shall be required to do so unless directed otherwise by a supervisor or Department Head. An employee's supervisor and/or Department Head are required to discuss the subject of personal appearance with the employee if it does not meet standards. Employees who are inappropriately dressed in the supervisor's or Department Head's opinion may be sent home and required to return to work in acceptable attire. Under these circumstances the employee shall not be paid for time away from the work site.

Uniform Allowance. The following non-represented employees shall receive a uniform allowance paid annually in the 2nd pay period of January:

Fire: Chief: \$450

Police: Command Staff: \$525

Community Service Officers \$350

Secretaries: \$275

Parks & Recreation, Public Works & Utilities:

Superintendents and Managers may purchase and wear impact/compression resistant safety shoes for which the City shall reimburse employee up to \$150.00 annually upon submission of proof of purchase. Additionally, Superintendents and Managers shall annually receive one short sleeve shirt, ANSI reflective, florescent yellow with City of Portage logo for the employees to launder

and one hoodie-type pullover (long-sleeve with City of Portage Logo) for the employees to launder.

602 Tobacco

Smoking is not allowed in City buildings, facilities or vehicles.

603 Handling Complaints

When handling complaints from City citizens, prompt and courteous attention is essential. City employees should not become angry or argue with a complaining citizen. Citizens should be allowed to present their complaint and employees are expected to offer to do what is necessary to resolve the problem or solicit whatever help is needed from other City employees and supervisors.

604 Attendance and Punctuality

The City expects prompt and regular attendance from all employees. This means that all employees must be at their appointed work location on time and fully ready and able to work at their starting time. Proper attendance and punctuality are important in order to maintain a good performance record. Excessive tardiness and absenteeism has a disruptive impact on City operations and may result in discipline, up to and including termination of employment.

Employees are required to call in and report absences or tardiness to their supervisor before the start of the work day unless circumstances prevent the employees from calling in. If an emergency situation exists, the employee must notify the supervisor at the earliest reasonable time.

The following acts are violations of work rules and may result in discipline, up to and including termination of employment:

- Failure to report promptly at the starting time of a shift; leaving before the scheduled quitting time of a shift; or failure to notify the proper authority of impending absence or tardiness;
- Unexcused or excessive tardiness, absenteeism or failure to report to work;
- Detour for personal business or pleasure while on City time or on City business;
- Abuse of sick leave privileges, including but not limited to claiming inability to work due to illness or injury when in fact no such illness or injury exists which prevents working; and
- Failure to observe break time periods.

605 Communication and Computer Systems Security and Usage Policy

General Provisions:

The City's computer, telephone, and communication hardware and software systems have been installed and are used to facilitate City communications. Although each employee/elected official may have an individual password to access these systems, they belong to the City and the contents of all communications are accessible by the City for any business purpose. Throughout this policy the term "employee" shall mean City employees, elected officials or other individuals issued or using City-owned communication and computer equipment systems. The City reserves the right to monitor and may periodically monitor its systems in order to ensure compliance with this Policy. Employees should not consider any materials transmitted or stored in City systems to be private. Similarly, personal items received or stored on City property are not entitled to a guarantee of privacy. Further, to help provide for the safety and security of City employees, guests and property, the City conducts video surveillance of some City-owned properties.

The City provides electronic and telephonic communication and, when necessary, computers and mobile devices to employees. Although assigned to the employee, these items still belong to the City. Similarly, any electronic files created on or software downloaded on, a City computer or mobile device belong to the City. Unauthorized programs and files may not be used or installed on City computers without the written permission of the City. Additionally, employees may not encrypt work or otherwise prevent access other than to insure confidentiality. Employees may not destroy or delete files from City computers or mobile devices except pursuant to the City's record retention policy.

The City reserves the right to review voice mail, electronic mail, computer and mobile device files, text messaging, and other electronic information generated by or stored in the City's electronic systems. The City also reserves the right to report the finding of such reviews to appropriate agencies. Due to the fact that managers, supervisors and elected officials and other employees have work and personal obligations outside of the normal business hours, it is acknowledged that periodic and infrequent personal texts, telephone calls or e-mails may occur on City-issued electronic devices. These personal communications are allowed if they do not result in any additional costs to the City. Although incidental and occasional personal use of City electronic communication equipment is permitted, any such personal use will be treated the same as all other communications under this Policy. However, employees are at all times strictly prohibited from downloading information from the Internet for personal use on City-issued devices.

It is acknowledged that employees may use personal devices to access email, voice mail or other electronic communications from City devices. Such use is permitted if it does not result in additional cost to the City or interfere with City-owned network operations.

The following uses are absolutely forbidden:

1. To access any material the City considers to be pornographic; to transmit or knowingly accept receipt of any communication that is pornographic, obscene, or in the City's opinion might contribute to a hostile work environment in that it demeans individuals on the basis of race, sex, age, national origin, disability or some similar distinction (access by police pursuant to investigation excepted).
2. To conduct business for outside employment or a side-business.

3. To solicit others during work periods.
4. To attempt to break into any computer, whether internal or external to the City, to copy or steal electronic files without permission or to knowingly cause or aid the spread of computer viruses.
5. To write resumes, junk mail, mass-mailings, or other documents unrelated to City business or to create and/or forward “chain letters”.
6. To run computer games or other personal software during working hours.

City employees may not use personal electronic equipment (including but not limited to personal laptop computers, mobile devices and cellular phones) at City work sites or during work time to engage in conduct that would be prohibited if using City equipment.

Important Notice: The City has the capacity to examine the computer and mobile device usage of individual employees in detail. Even though an item has been “deleted” and the employee cannot retrieve it, this does not mean that the City cannot do so. It is also possible to generate a report of every Internet connection made by each user and of how much time was spent in each connection.

Social Networks, Personal Websites and Blogs:

Social networking, personal websites, and blogs have become common methods of self-expression. The City respects the right of employees to use these media sites during their personal time. Employees may not access social media sites, other than for business use/purposes, during working hours.

Employees must understand that material posted on these media sites may be read by persons other than those for whom it is intended. Employees are cautioned that they are responsible for the contents of social media posts they make. Posts that contain obscene or harassing material, or that are unlawful, are prohibited. Similarly, conduct that would violate City policies if done in person, e.g., threatening physical violence, also violates City policy if done through social media. Employees shall not disclose confidential information relating to the City’s customers over social media or similar sites. Employees who post on media sites and who have identified themselves as a member or employee of the City on those sites must make it clear that they are expressing their own views and not those of the City.

Personal Mail: All mail that is delivered to the City is presumed to be related to City business. City postage meters and letterhead may not be used for personal correspondence.

Use of City Owned/Issued Software:

Computer software, whether purchased, developed, or modified by the City, may not be downloaded, copied, reproduced, altered, deleted, or appropriated by employees without prior City authorization. Any such computer software is the property of the City and may not be copied or appropriated by employees for personal use during employment with the City or upon separation. Employees should be aware that the illegal duplication of computer software may result in the filing of criminal copyright charges by the owners of the copyrights; copyright infringement is punishable by fines and/or imprisonment.

The City does not condone the use of “bootleg” or “pirate” software on its computer system. The use of “bootleg” or “pirated” software is a violation of copyright laws and can be harmful to the City’s communications network. Any employee who becomes aware of the presence of any “bootleg” or “pirate” software on the City’s communication system should notify management immediately.

The use of personal software in the City’s computer system without prior authorization is strictly prohibited. Employees are further prohibited from accessing the City’s systems from remote locations via modem and from connecting City systems to outside systems via modem without prior authorization.

Cell Phones and Other Handheld Electronic Devices:

It is recognized that all employees and elected officials have obligations outside of work. Therefore it is anticipated that occasional, infrequent personal use of either City-issued telephones, cell phones and computers as well as personal cell phones (for the remainder of this section, these devices are collectively referred to as “electronic devices”) will be used during work. While this occasional personal use is permitted, excessive use of electronic devices, as determined by the City, is prohibited. Employees are encouraged to use such devices during meal or authorized break times, if possible. Excessive use of electronic devices during the workday can interfere with employee productivity and be distracting to others. Flexibility will be provided in circumstances demanding immediate attention. Excessive use of electronic devices for personal use during work hours, excluding meal or authorized break times, that result in lost productivity, additional cost to the City or otherwise interfere with the employees’ ability to perform their jobs may result in disciplinary action and/or forfeiture of their right to use electronic devices for any personal use. The City will not be liable for the loss of handheld devices brought into the workplace.

The City prohibits unauthorized photography, audio or video recording of its employees (except as may be related to workplace safety issues or other working conditions), confidential documents, or its customers. Employees may not use handheld devices in a manner that violates the City’s Policy against Harassment Policy, Equal Employment Opportunity Policy, or other City policy.

Employees must refrain from using their handheld devices while driving in connection with their job duties. Safety must come before all other concerns. Under no circumstances are employees allowed to place themselves or anyone else at risk to fulfill business needs. Employees who are charged with traffic violations resulting from the use of their handheld devices while driving will be solely responsible for all liabilities that result from such actions.

Penalties for Violation of the City’s Communication and Computer Systems Security and Usage Policy:

Violations of any aspect of the City’s Communication and Computer Systems Security and Usage Policy may result in discipline, up to and including termination. The City may also seek

civil damages against any employee who appropriates or copies the City's property as described in this Policy.

606 Standards of Conduct

It is not possible to list every rule and standard. The following list is not all-inclusive but sets forth some examples of rule and/or standard infractions in order to provide guidelines as to what conduct is unacceptable. An employee who fails to maintain at all times proper standards of conduct or who violates any of the partial list of rules stated below will subject himself or herself to disciplinary action, up to and including termination.

1. Theft of property belonging to other employees, the City, or City citizens.
2. Being under the influence of, or possessing, using, or distributing alcohol, illegal drugs or other controlled substances while working or engaging in City business.
3. Deliberately or negligently damaging property or equipment belonging to the City.
4. Misrepresenting, falsifying or withholding information on the employment application, time records or any other employment or City record.
5. Insubordination or refusal to follow proper directives of an authorized supervisor or to perform assigned work.
6. Poor work performance or lack of performance. Loafing or sleeping on work time.
7. Use of City vehicles, equipment, machines or tools, either inside or outside the office, without specific City authorization.
8. Failure to immediately report workplace accidents, injuries or illnesses, no matter how slight.
9. Excessive absenteeism or tardiness; absences or tardiness without notice; failure to return to work upon exhaustion of approved leave of absence.
10. Violation of workplace harassment or equal employment opportunity policies.
11. Absence without notification for three consecutive days.
12. Unauthorized disclosure of proprietary City information or confidential information relating to City citizens.
13. Violation of the conflicts of interest policy.
14. Violation of the workplace violence policy.
15. Violation of safety rules or practices.
16. Leaving before the end of the work day or not being ready to start work at the beginning of the work day without pre-approval of a supervisor.
17. Violation of any other workplace policies, procedures or rules.

SECTION 7: DISCIPLINE AND SEPARATION

701 Employment Separation

Resignation/Retirement: Resignation and/or retirement is a voluntary separation initiated by the employee. Employees are requested to provide at least ten (10) working days' written notice of resignation and thirty (30) calendar days' written notice of retirement to the Department Head and the City Administrator in order to facilitate recruitment and orientation of new employees.

Layoff or Reduction-in-Force: Layoff or reduction-in-force is termination of employment resulting from a shortage or stoppage of work or funds, functional reorganization, elimination of a position, or other similar reasons. The City will endeavor to provide at least ten (10) calendar days' written notice prior to the effective date of such action to affected employees.

Termination: Termination is an involuntary separation initiated by the City. City employees are at-will employees, and as such, may be terminated at any time, for any reason not prohibited by law. An employee absent from work for three (3) consecutive work days without adequate notice or satisfactory explanation to the Department Head shall be deemed terminated. For purposes of this section, work days are deemed to be consecutive, notwithstanding separation by scheduled days off or by approved leaves of absence.

702 Corrective Action/Progressive Discipline and Grievance Procedure

Purpose and Scope: The City of Portage has established this Procedure for an employee to utilize for matters concerning corrective action or discipline, termination and workplace safety. An employee shall use this Procedure for resolving disputes regarding corrective action or discipline, termination and workplace safety, as defined herein. Employees covered under a collective bargaining unit contract shall follow the grievance procedure as provided in the contract to the extent those procedures cover the matters as outlined in this Procedure.

This Procedure does not create a contract of employment. Employees of the City of Portage may resign with or without reason or notice. Employment with the City is at will and may be terminated at any time, with or without notice.

This policy and procedure is intended to comply with Wis. Stats. § 66.0509 and applies to all employees covered under Wis. Stats. § 66.0509, other than police and fire employees subject to Wis. Stats. § 62.13(5).

Corrective Action/Progressive Discipline:

Corrective action or discipline may result when an employee's actions do not conform with generally accepted standards of good behavior, when an employee violates a policy or rule, when an employee's performance is not acceptable, or when the employee's conduct is detrimental to the interests of the City of Portage. Corrective action or discipline may call for any of four steps – verbal warning, written warning, suspension or termination of employment – depending on the problem and the number of occurrences and the employee's prior work record and conduct. Progressive corrective action or discipline may be administered regardless of whether the offenses involve the same or different types of conduct. There may be circumstances when one or more steps are bypassed. Certain types of employee problems are serious enough to justify either a suspension or termination of employment without going through progressive corrective action or discipline steps. The City of Portage reserves the right, in its sole discretion, to impose corrective action or discipline as may be appropriate to the particular circumstances.

Definitions: For purposes of this policy and procedure, the following definitions apply:

1. "Employee" shall not include employees subject to a collective bargaining agreement addressing employee corrective action or discipline, termination and workplace safety, statutorily appointed individuals identified specifically in statutes as serving at the pleasure of a governing body, elected officials or independent contractors.
2. "Employee corrective action or discipline" includes all levels of progressive corrective action or discipline, but shall not include the following items:
 - Placing an employee on paid administrative leave pending an internal investigation;
 - Counseling, meetings or other pre-disciplinary action;
 - Actions taken to address work performance, including use of a performance improvement plan or placement on probation;
 - Non-disciplinary demotion, transfer or change in job assignment; or
 - Other personnel actions taken by the City that are not a form of progressive corrective action or discipline.
3. "Employee termination" shall include action taken by the City to permanently separate an individual's employment for misconduct or performance reasons, lack of qualification or license or other inability to perform job duties, but shall not include the following personnel actions:
 - Voluntary quit or resignation;
 - Layoff or failure to be recalled from layoff at the expiration of the recall period;
 - Retirement;
 - Non-disciplinary demotion;
 - End or completion of temporary or seasonal employment or assignment;
 - Any other cessation of employment not involving an involuntary termination.
4. "Workplace safety" is defined as conditions of employment affecting an employee's physical health or safety, the safe operation of workplace equipment and tools, safety of the physical work environment, personal protective equipment, workplace violence, and training related to same.

Written Grievance: Any written grievance filed under this policy must contain the following information:

- The name and position of the employee filing it;
- A statement of the issue involved;
- A statement of the relief sought;
- A detailed explanation of the facts supporting the grievance;
- The date(s) the event(s) giving rise to the grievance took place;
- The identity of the policy, procedure or rule that is being challenged;
- The steps the employee has taken to review the matter, either orally or in writing, with the employee's supervisor; and
- The employee's signature and the date.

Steps of the Grievance Procedure:

Employees should first discuss complaints or questions with their immediate supervisor. Every reasonable effort should be made by supervisors and employees to resolve any questions, problems or misunderstandings that have arisen before filing a grievance.

Step 1 - Written Grievance Filed with the Department Head. The employee must prepare and file a written grievance with the Department Head within five (5) business days of when the employee knows, or should have known, of the events giving rise to the grievance. The Department Head or his/her designee will investigate the facts giving rise to the grievance and inform the employee of his/her decision, if possible, within ten (10) business days of receipt of the grievance. In the event the grievance involves the Department Head, the employee may initially file the grievance with the City Administrator, who shall conduct the Step 1 investigation.

Step 2 - Review by City Administrator. If the grievance is not settled at Step 1, the employee may appeal the grievance to the City Administrator within five (5) business days of the receipt of the decision of the Department Head at Step 1. The City Administrator or his/her designee will review the matter and inform the employee of his/her decision by written report, within ten (10) business days of receipt of the grievance.

Step 3 - Impartial Hearing Officer. If the grievance is not settled at Step 2, the employee may request in writing, within five (5) business days following receipt of the City Administrator's decision, a request for written review by an impartial hearing officer (IHO). The Mayor shall select the IHO. The IHO shall not be a City employee; however, any costs incurred by the City to retain the services of an IHO shall be paid by the grievant. In the event the grievant prevails in his/her grievance, such costs incurred by the City and paid by the grievant shall be reimbursed to the grievant within twenty (20) days of the final decision.

In all cases, the grievant shall have the burden of proof to support the grievance. The IHO will determine whether the City acted in an arbitrary and capricious manner. This process does not involve a hearing before a court of law; thus, the rules of evidence will not be followed. Depending on the issue involved, the IHO will determine whether a hearing is necessary, or whether the case may be decided based on a submission of written documents, subject to a grievant's request to have a hearing conducted. The IHO shall prepare a written decision. The IHO may only consider the matter presented in the initial grievance filed by the employee. The IHO shall have no authority to revise or otherwise modify the term of any City personnel policy, statute or work rule.

Step 4 - Review by the Governing Body If the grievance is not resolved after Step 3, the employee or the City Administrator shall request within five (5) business days of receipt of the written decision from the IHO a written review by the Governing Body. For Library employees, the request for review shall be filed with the Library Board. For all other employees, the request for review shall be filed with the City Clerk for a hearing before the Common Council. The Common Council or Library Board shall not take testimony or evidence; it may only determine whether the IHO reached an arbitrary or incorrect result based on a review of the record before

the IHO. The matter will be scheduled for the Common Council's or Library Board's next regular meeting. The Common Council or Library Board will inform the employee of its findings and decision in writing within ten (10) business days of the meeting. The Governing Body shall decide the matter by majority vote and this decision shall be final and binding.

Timelines: An employee may not file a grievance outside of the time limits set forth above. If the employee fails to meet the deadlines set forth above, the grievance will be considered resolved. If it is impossible to comply with the deadlines due to meeting notice requirements or meeting preparation, the grievance will be reviewed at the next possible meeting date. An employee must process his/her grievance outside of normal work hours.

Appendix A

ADDITIONAL PROVISIONS SPECIFIC TO EMPLOYEES REPRESENTED BY TEAMSTERS LOCAL NO. 965 (Teamsters)

While the collective bargaining agreement with the Teamsters agreement is no longer enforceable, it was the intent of the City to acknowledge those provisions in the last accepted Teamsters agreement that differs from this Personnel Manual. Therefore in addition to the aforementioned provisions of this Personnel Manual, the following provisions shall only apply to employees currently represented by the Teamsters.

Commercial Drivers Licenses. The City shall reimburse employees for all fees associated with the attainment and renewal of Commercial Driver Licenses.

Fitness/Health Club Reimbursement. Teamster employees who join and show proof of participation in established area Fitness/Health Clubs may seek reimbursement for membership fees up to two hundred dollars (\$200) annually upon submission of paid membership invoice; employees are eligible for reimbursement in June.

Purchase/Reimbursement for Prescription Eyewear & Watches: City will provide reimbursement for replacement corrective prescription glasses that were damaged while performing City duties up to a maximum of \$200 every 2 years, upon submission of paid invoice and approval by the Superintendent. Alternately, Teamster employee purchasing prescription safety glasses may receive up to \$200 reimbursement upon submission of paid invoice and approval by the Superintendent. Employees are only eligible for a maximum of \$200 reimbursement every 2 years. Watches broken while working will be reimbursed up to \$50 every 2 years, upon submission of a paid invoice and approval by the Superintendent.

Shift Premium: Teamster employees working straight time shall receive an additional Thirty-Five Cents (\$0.35) per hour for all such hours worked that begin before 6:30 a.m. or end after 3:30 p.m., including Saturday and Sunday. Time calculated in not less than quarter hour increments. All employees are to be notified as soon as possible, not less than five (5) hours in advance of a change in shift hours if weather-related event requires recall outside of normal shift hours.

Safety Shoes. All employees shall purchase and wear impact/compression resistant safety shoes for which the City shall reimburse employee up to \$150.00 annually upon submission of proof of purchase.”

Longevity. Employees receiving a longevity bonus as of January 1, 2014 shall continue to receive such bonus for the duration of their employment with the City. However such longevity bonus received as of January 1, 2014 shall be the maximum the employee may receive and it shall not increase for the duration of their employment. Employees not receiving longevity bonus as of January 1, 2014 or new employees hired after January 1, 2014 shall not be eligible to receive longevity bonus.

Hours of Employment. The normal workweek shall be forty (40) hours per week in a not more than six (6) day per week period. All shifts shall include one-half (1/2) hour unpaid lunch period and a fifteen (15) minute paid mid-morning break to be taken on the job site. Upon prior approval of the Superintendent of Public Works or in the case of utility employees, the Water or Wastewater Superintendent, employees may work through the one-half (1/2) hour unpaid lunch period and leave the shift one-half (1/2) hour prior to end of regular shift. Employees will be allowed ten (10) minutes within the shift for wash up time at the end of the day with pay.

Upon approval of dates specified by the Superintendent, from May through October each year, the normal workweek shall be:

Monday – Thursday: 6:30 a.m. to 3:30 p.m. (no lunch break)

Friday: 7:00 a.m. – 11:00 a.m.

Employees who elect to take sick leave, vacation and compensatory time shall be charged with the hours normally scheduled for days in which leave is taken. Employees taking Funeral Leave or Jury Duty are allowed 8 hours. If such leave is taken on days in which 9 (nine) hours are scheduled, the employee shall elect to use other accumulated leave for the additional hour. If such leave is taken on days in which less than 8 hours are scheduled, they will only be compensated for regularly scheduled hours

Uniforms. The City shall provide the following to Teamster employees:

- A. Purchase and provide to each employee in the Parks & Recreation and Streets divisions; 5 summer shirts (short sleeve, ANSI reflective, florescent yellow with City of Portage logo) for the employees to launder.
- B. Purchase and provide to each employee 3 hoodie-type pullovers (long-sleeve with City of Portage Logo) for the employees to launder.
- C. Provide an annual reimbursement up to \$175 for each Parks and Public Works employee for use in the purchase of heavy weight denim jeans. Employees shall provide paid receipt dated within 10 days of submission for eligibility to receive reimbursement.
- D. Maintain provision of uniform laundering of shirts and pants for Mechanics, Custodial and Utility employees.

ACKNOWLEDGEMENT OF RECEIPT and STATEMENT OF EMPLOYEE
UNDERSTANDING

The undersigned hereby acknowledges having received a copy of the City of Portage's Personnel Policies and Procedures Manual as amended by the Common Council on _____.

I understand that it is my responsibility to thoroughly review the Manual and to familiarize myself with the policies, procedures and requirements contained therein. Further, it is my understanding that the "Manual" does not constitute any employment contract or a warranty of benefits. No verbal representations may be deemed to alter or contravene the content or intent of this Manual. Only the Common Council may waive or alter the provisions of this Manual.

I acknowledge that this manual includes the City's Equal Employment Opportunity and Workplace Harassment Policies and that I have had an opportunity to ask any questions that I have concerning these policies, including any questions concerning my rights and duties under the policies. I understand that it is my obligation to promptly report to the City all complaints or concerns of potential discrimination, harassment, or retaliation, regardless of the potential offender's identity or position with the City.

I understand that the City is strongly committed to a work environment in which all individuals are free from unlawful discrimination, harassment and retaliation and that the City prohibits such conduct in the workplace. Therefore, I understand that employees who violate the Equal Employment Opportunity and Workplace Harassment Policies will be subject to appropriate disciplinary action, up to and including immediate termination of employment.

I also acknowledge the receipt of the Employee Health & Safety Manual as well as the Drug & Alcohol Testing Policy and that I have opportunities to ask any questions that I may have concerning these policies, including any questions concerning my rights and obligations under these policies.

Date: _____

Signature: _____

Print Name: _____

RESOLUTION NO. 15-052

SECOND AMENDED FINAL RESOLUTION, AS IT PERTAINS TO TAX PARCELS 2068, 2070, 2104.1, 2106 AND 1711, AUTHORIZING PUBLIC IMPROVEMENT AND LEVYING SPECIAL ASSESSMENTS AGAINST BENEFITTED PROPERTY IN PORTAGE, WISCONSIN (2014 SIDEWALK CONSTRUCTION AND REPLACEMENT PROJECT)

WHEREAS, the Common Council of the City of Portage held public hearings in the Common Council Chambers at the City Municipal Building, 115 West Pleasant Street, Portage, Columbia County, Wisconsin at 6:40 p.m. on June 26, 2014, for the purpose of hearing all interested persons concerning the preliminary resolution and report of the City Engineer on the proposed public improvements consisting of sidewalk improvements on portions of West Conant Street, Pierce Street, West Pleasant Street, Prospect Avenue and selective locations throughout the City; and at 6:55 p.m. on November 13, 2014, for the purpose of hearing all interested persons concerning the preliminary resolution and report of the City Engineer on the proposed public improvements consisting of sidewalk improvements on corner lots on West Pleasant Street from West Conant Street to MacFarlane Road; Prospect Avenue from West Conant Street to Dunn Street; West Conant Street from Pierce Street to MacFarlane Road; Pierce Street from Prospect Avenue to West Conant Street; and

WHEREAS, this Resolution is the second Amended Final Resolution Authorizing Public Improvement and Levying Special Assessments Against Benefitted Property in Portage, Wisconsin (2014 Sidewalk Construction and Replacement Project), Resolution No. 14-045 adopted by the Common Council October 9, 2014 as amended by Resolution No. 14-047, adopted by the Common Council November 13, 2014.

NOW, THEREFORE, BE IT HEREBY RESOLVED, the Common Council of the City of Portage determines as follows:

1. The second amended final report of the City Engineer as it pertains to tax parcels 2068, 2070, 2104.1, 2106 and 1711, a copy of which is attached hereto and incorporated herein, including the plans and specifications and assessments set forth therein, is adopted and approved.
2. The City of Portage has advertised for bids and supervised construction of the improvements in accordance with the report hereby adopted.
3. Payment for the improvements shall be made by assessing the entire cost to the property benefited as indicated in the report.

4. Benefits shown on the report are true and correct and are hereby confirmed.
5. Assessments for all projects included in the report are hereby combined as a single assessment but any interested property owner may object to each assessment separately or all assessments jointly for any purpose.
6. The special assessments against any parcel may be paid in cash or in three (3) annual installments if the assessment is \$1,000 or less and five (5) annual installments if the assessment is over \$1,000, plus interest, at the rate of 3.5% per annum at the time of assessment per annum on the unpaid balance.
7. The municipal clerk shall publish this resolution as a class 1 notice under ch. 985, Stats., in the assessment district and mail a copy of this resolution and a statement of the final assessment against the benefited property together with notice of installment payment privileges to every property owner whose name appears on the assessment roll whose post office address is known or can with reasonable diligence be ascertained.

DATED this 10th day of December, 2015.

W.F. "Bill" Tierney, Mayor

Attest:

Marie A. Moe, WCPC, MMC, City Clerk

Resolution recommended by:
City Engineer

Second Amended Final Assessment Roll

12/04/2015

Tax Parcel	Property Owner	Mailing Address	City, State	Zip	Property Address	4 inch Sidewalk ft ²	4 inch Sidewalk Assessment \$3.75/ft ²	6 inch Sidewalk ft ²	6 inch Sidewalk Assessment \$4.15/ft ²	Total Sidewalk Assessment	Final Resolution 10/09/2014	Amended Final Resolution 11/13/2014	12/04/2015 chg to prev res 14-046&14-1
1654	Kastner, Mary Alice	521 W Prospect Avenue	Portage	53901	521 PROSPECT AVE	25	\$3.75	0	\$4.15	\$93.75	\$93.75		\$0.00
1660	John & Judith McWilliams Revocable Trust	120 Green Pine Park	Totonda West, FL	33947	529 PROSPECT AVE	50	\$3.75	0	\$4.15	\$187.50	\$187.50		\$0.00
1667	Kono Properties LLC	419 S 1st Street	Evansville	53536	631 PROSPECT AVE	50	\$3.75	0	\$4.15	\$187.50	\$187.50		\$0.00
1669	Greenwold, Vickie	623 PROSPECT AVE	Portage	53901	623 PROSPECT AVE	100	\$3.75	0	\$4.15	\$375.00	\$375.00		\$0.00
1670	Dreyer, Fredrick J; Dreyer, Rebecca R	619 W Prospect Avenue	Portage	53901	619 PROSPECT AVE	50	\$3.75	0	\$4.15	\$187.50	\$187.50		\$0.00
1672.01	Milward, Elaine P	601 PROSPECT AVE	Portage	53901	611 & 611 1/2 PROSPECT AVE	90	\$3.75	0	\$4.15	\$337.50	\$337.50		\$0.00
1681	Mueller, Benjamin J	729 PROSPECT AVE	Portage	53901	729 PROSPECT AVE	110	\$3.75	0	\$4.15	\$412.50	\$412.50		\$0.00
1683	Becker, Brooke M	719 W Prospect Avenue	Portage	53901	719 PROSPECT AVE	150	\$3.75	0	\$4.15	\$562.50	\$562.50		\$0.00
1686	Beaver, Jesse J	705 W Prospect Avenue	Portage	53901	705 PROSPECT AVE	100	\$3.75	0	\$4.15	\$375.00	\$375.00		\$0.00
1693	Johnson, Joel R & Victoria L	821 W PROSPECT AVE	Portage	53901	821 PROSPECT AVE	25	\$3.75	0	\$4.15	\$93.75	\$93.75		\$0.00
1697	Higgins, Brian and Schlieckau, Michele	W13862 Bogh Dr.	Wisconsin Dells	53965	801 PROSPECT AVE	75	\$3.75	0	\$4.15	\$281.25	\$281.25		\$0.00
1699	Huebner, Matthew J	812 Prospect Avenue	Portage	53901	812 PROSPECT AVE	125	\$3.75	0	\$4.15	\$468.75	\$468.75		\$0.00
1700	Corso, Charles R; Corso, Patricia K	N564 15th Road	Pardeeville	53954	820 PROSPECT AVE	175	\$3.75	0	\$4.15	\$656.25	\$656.25		\$0.00
1703	Essex, James H	819 W PLEASANT ST	Portage	53901	819 W PLEASANT ST	225	\$3.75	0	\$4.15	\$843.75	\$843.75		\$0.00
1704	Tow, Thomas G	811 W Pleasant Street	Portage	53901	811 W PLEASANT ST	125	\$3.75	0	\$4.15	\$468.75	\$468.75		\$0.00
1711	**Divine Savior Hospital & Nursing Home Inc.	2817 New Pinery Rd	Portage	53901	Prospect Ave.	100	\$3.75	50	\$4.15	\$582.50		\$582.50	\$0.00
1715	Maloney, Veronica J & Raymond M Donlin	602 PROSPECT AVE	Portage	53901	602 PROSPECT AVE	50	\$3.75	0	\$4.15	\$187.50	\$187.50		\$0.00
1716	Beirne, Gregory J & Anna M	612 PROSPECT AVE	Portage	53901	612 PROSPECT AVE	100	\$3.75	0	\$4.15	\$375.00	\$375.00		\$0.00
1717	Maloney, Daniel W	616 PROSPECT	Portage	53901	616 PROSPECT AVE	225	\$3.75	0	\$4.15	\$843.75	\$843.75		\$0.00
1718	Kutzke Jr, William A	PO Box 583	Portage	53901	620 & 620 1/2 PROSPECT AVE	140	\$3.75	0	\$4.15	\$525.00	\$525.00		\$0.00
1719	Schrank, Carrie M; Spankowski, Jesse B	622 Prospect Avenue	Portage	53901	622 PROSPECT AVE	25	\$3.75	0	\$4.15	\$93.75	\$93.75		\$0.00
1720	Bernander, Kathleen; Bernander, Kyle	626 Prospect Avenue	Portage	53901	626 PROSPECT AVE	50	\$3.75	0	\$4.15	\$187.50	\$187.50		\$0.00
1723	Laabs, Richard A & Celeste M	625 W PLEASANT ST	Portage	53901	625 W PLEASANT ST	75	\$3.75	0	\$4.15	\$281.25	\$281.25		\$0.00
1724	Wenger, Christina M	623 W PLEASANT ST	Portage	53901	623 W PLEASANT ST	50	\$3.75	0	\$4.15	\$187.50	\$187.50		\$0.00
1725	Williams, George & Marjorie, Trust	617 W PLEASANT ST	Portage	53901	617 W PLEASANT ST	25	\$3.75	0	\$4.15	\$93.75	\$93.75		\$0.00
1727	Sanderson, Byron T	611 W PLEASANT ST	Portage	53901	611 W PLEASANT ST	25	\$3.75	0	\$4.15	\$93.75	\$93.75		\$0.00
1728	Aldridge, Steven J & Michelle D	N6939 DONLIN DR	Pardeeville	53954	609 W PLEASANT ST	100	\$3.75	0	\$4.15	\$375.00	\$375.00		\$0.00
1729	Paul, Dale D & June G	605 W Pleasant Street	Portage	53901	605 W PLEASANT ST	25	\$3.75	0	\$4.15	\$93.75	\$93.75		\$0.00
1731	Hoversten, Elizabeth L; Hoversten, Timothy L	2415 Knapp Street	Oshkosh	54902	504 PROSPECT AVE	400	\$3.75	0	\$4.15	\$1,500.00	\$1,500.00		\$0.00
1732	Brown, Henry F & Susan D	508 W PROSPECT ST	Portage	53901	508 PROSPECT AVE	75	\$3.75	25	\$4.15	\$385.00	\$385.00		\$0.00
1737	Droste, Dennis A; Droste, Kristin L	530 W Prospect Avenue	Portage	53901	530 PROSPECT AVE	150	\$3.75	0	\$4.15	\$562.50	\$562.50		\$0.00
1739	Drake, Mark D	1101 Dunn St	Portage	53901	523 W PLEASANT ST	125	\$3.75	0	\$4.15	\$468.75	\$468.75		\$0.00
1741	Kowald, Jon A	513 W Pleasant Street	Portage	53901	513 W PLEASANT ST	25	\$3.75	0	\$4.15	\$93.75	\$93.75		\$0.00
1765	Willan, Michael H & Deborah K	427 W CONANT ST	Portage	53901	427 W CONANT ST	25	\$3.75	0	\$4.15	\$93.75	\$93.75		\$0.00
1766	Hollander, Robert L & Janet K	116 Silver Lake Drive	Portage	53901	425 W CONANT ST	95	\$3.75	0	\$4.15	\$356.25	\$356.25		\$0.00
1768	Binkley, Mary T	5754 RIVER ROAD	Waunakee	53597	417 W CONANT ST	140	\$3.75	0	\$4.15	\$525.00	\$525.00		\$0.00
1769	Gruber, Karl F & Diane Casey	409 W CONANT ST	Portage	53901	409 W CONANT ST	125	\$3.75	0	\$4.15	\$468.75	\$468.75		\$0.00
1771	Smith, Nathan J	401 W Conant Street	Portage	53901	401 W CONANT ST	65	\$3.75	0	\$4.15	\$243.75	\$243.75		\$0.00
1772	Hall, Keith & Amy	502 W PLEASANT	Portage	53901	502 W PLEASANT ST	325	\$3.75	0	\$4.15	\$1,218.75	\$1,218.75		\$0.00
1773.01	Walton, Katie R	508 West Pleasant Street	Portage	53901	508 W PLEASANT ST	75	\$3.75	25	\$4.15	\$385.00	\$385.00		\$0.00
1774	Watson, Thomas W & Sandra L	512 W PLEASANT	Portage	53901	512 W PLEASANT ST	251	\$3.75	50	\$4.15	\$1,148.75	\$1,148.75		\$0.00
1775	Shaurette, Aaron B	516 W Pleasant Street	Portage	53901	516 W PLEASANT ST	25	\$3.75	0	\$4.15	\$93.75	\$93.75		\$0.00
1776	Stratton, Gina M	518 W Pleasant Street	Portage	53901	518 W PLEASANT ST	125	\$3.75	0	\$4.15	\$468.75	\$468.75		\$0.00
1777	Smith, Bradley S; Smith, Chelsea V	526 W Pleasant Street	Portage	53901	526 W PLEASANT ST	100	\$3.75	0	\$4.15	\$375.00	\$375.00		\$0.00
1781	Grossmann, Frank E & Phyllis L	N621 County Road F Lot 40	Montello	53949	529 W CONANT ST	50	\$3.75	0	\$4.15	\$187.50	\$187.50		\$0.00
1782	Schulze, Terry L	525 W CONANT ST	Portage	53901	525 W CONANT ST	100	\$3.75	0	\$4.15	\$375.00	\$375.00		\$0.00
1783	Buckley, Derek H	519 W Conant Street	Portage	53901	519 W CONANT ST	73	\$3.75	0	\$4.15	\$273.75	\$273.75		\$0.00
1784	Reibold, Mary K	513 W CONANT ST	Portage	53901	513 W CONANT ST	79	\$3.75	0	\$4.15	\$296.25	\$296.25		\$0.00
1785	Teisberg, Eric J & Sally R Gempeler	509 W CONANT	Portage	53901	509 W CONANT ST	108	\$3.75	0	\$4.15	\$405.00	\$405.00		\$0.00
1786.1	Mcdonald, April L & Austin L Hays	505 W CONANT STREET	Portage	53901	505 W CONANT ST	69	\$3.75	50	\$4.15	\$466.25	\$466.25		\$0.00
1791	Kamrath, Tyler M	614 W Pleasant Street	Portage	53901	614 W PLEASANT ST	75	\$3.75	0	\$4.15	\$281.25	\$281.25		\$0.00
1792	McTier, Thomas Kenner ; McTier, Thomas	322 East Carroll Street	Portage	53901	618 W PLEASANT ST	200	\$3.75	0	\$4.15	\$750.00	\$750.00		\$0.00
1794	Thalacker, Robert R & Garnet Trust	304 Bluffview Court	Portage	53901	626 W PLEASANT ST	20	\$3.75	0	\$4.15	\$75.00	\$75.00		\$0.00
1796	Janisch, Kristine M	631 West Conant Street	Portage	53901	631 W CONANT ST	45	\$3.75	0	\$4.15	\$168.75	\$168.75		\$0.00
1797	Kono Properties	419 S First Street	Evansville	53536	627 W CONANT ST	135	\$3.75	0	\$4.15	\$506.25	\$506.25		\$0.00
1798	Beckett, Thomas B	623 West Conant Street	Portage	53901	623 W CONANT ST	142	\$3.75	0	\$4.15	\$532.50	\$532.50		\$0.00
1799	Lawton, James T & Dianne R	619 West Conant Street	Portage	53901	619 W CONANT ST	60	\$3.75	0	\$4.15	\$225.00	\$225.00		\$0.00
1801	Sawyer, John G Jr	609 West Conant Street	Portage	53901	609 W CONANT ST	85	\$3.75	0	\$4.15	\$318.75	\$318.75		\$0.00
1805	Walters, Mallory R; Walters, Marian L	708 W PLEASANT ST	Portage	53901	708 W PLEASANT ST	125	\$3.75	0	\$4.15	\$468.75	\$468.75		\$0.00
1807	Slepicka, John F; Slepicka, Laurel	714 W Pleasant Street	Portage	53901	714 W PLEASANT ST	250	\$3.75	0	\$4.15	\$937.50	\$937.50		\$0.00
1813	O'grady, Michael S	727 W CONANT	Portage	53901	727 W CONANT ST	50	\$3.75	0	\$4.15	\$187.50	\$187.50		\$0.00
1814	Jacobs, Thomas H & Sandra L	723 W CONANT ST	Portage	53901	723 W CONANT ST	75	\$3.75	0	\$4.15	\$281.25	\$281.25		\$0.00
1815	Danz, Neil K; Johnson, Sharon L	4183 Rose Court	Middleton	53562	721 W CONANT ST	100	\$3.75	0	\$4.15	\$375.00	\$375.00		\$0.00
1816	Swanson, Destinee K; Udelhoven, Wade J	715 W Conant Street	Portage	53901	715 W CONANT ST	25	\$3.75	0	\$4.15	\$93.75	\$93.75		\$0.00

Second Amended Final Assessment Roll

12/04/2015

Tax Parcel	Property Owner	Mailing Address	City, State	Zip	Property Address	4 inch Sidewalk ft ²	4 inch Sidewalk Assessment \$3.75/ft ²	6 inch Sidewalk ft ²	6 inch Sidewalk Assessment \$4.15/ft ²	Total Sidewalk Assessment	Final Resolution 10/09/2014	Amended Final Resolution 11/13/2014	12/04/2015 chg to prev res 14-046&14-1
1818	Heiskanen, Matthew T	705 W Conant Street	Portage	53901	705 W CONANT ST	150	\$3.75	0	\$4.15	\$562.50	\$562.50		\$0.00
1821	Meredith, Duane L & Diane K	622 EMERSON ST	Madison	53715	810 W PLEASANT ST	50	\$3.75	0	\$4.15	\$187.50	\$187.50		\$0.00
1822	JC Schoessow FRL Trust	S881 Christmas Mountain Drive	Wisconsin Dells	53965	814 W PLEASANT ST	250	\$3.75	0	\$4.15	\$937.50	\$937.50		\$0.00
1825	Lamarche, James L	820 W Pleasant Street	Portage	53901	820 W PLEASANT ST	25	\$3.75	0	\$4.15	\$93.75	\$93.75		\$0.00
1831	Sletten, Steven M & Colleen E	704 WEST CONANT STREET	Portage	53901	704 W CONANT ST	70	\$3.75	0	\$4.15	\$262.50	\$262.50		\$0.00
1832	Mundt, Eric W	706 W Conant Street	Portage	53901	706 W CONANT ST	200	\$3.75	0	\$4.15	\$750.00	\$750.00		\$0.00
1833	Aldridge, Steven J & Michelle	N6939 DONLIN DR	Pardeeville	53954	710 W CONANT ST	105	\$3.75	0	\$4.15	\$393.75	\$393.75		\$0.00
1834	Aldridge, Steven J & Michelle D	N6939 DONLIN DR	Pardeeville	53954	714 W CONANT ST	105	\$3.75	0	\$4.15	\$393.75	\$393.75		\$0.00
1835	Wahl, John B & Nancy B	718 W CONANT RD	Portage	53901	718 W CONANT ST	12.5	\$3.75	0	\$4.15	\$46.88	\$46.88		\$0.00
1836	Markofski, Kathryn J	724 W CONANT ST	Portage	53901	724 W CONANT ST	47.5	\$3.75	0	\$4.15	\$178.13	\$178.13		\$0.00
1837	Watson, John W & Alice C	W9181 RED FEATHER	Cambridge	53523	732 W CONANT ST	100	\$3.75	0	\$4.15	\$375.00	\$375.00		\$0.00
1847	Hamm, Gloria R	606 W Conant Street	Portage	53901	606 W CONANT ST	50	\$3.75	0	\$4.15	\$187.50	\$187.50		\$0.00
1848	Hibner, Paula G	610 W CONANT	Portage	53901	610 W CONANT ST	125	\$3.75	0	\$4.15	\$468.75	\$468.75		\$0.00
1849	Brunt, John T & Daniel J	301 W Haertel Street	Portage	53901	616 W CONANT ST	42.5	\$3.75	0	\$4.15	\$159.38	\$159.38		\$0.00
1850	Stanley, Daniel C & Sandra A	618 W CONANT	Portage	53901	618 W CONANT ST	87.5	\$3.75	0	\$4.15	\$328.13	\$328.13		\$0.00
1852	Aldridge, Steven J & Michelle D	N6939 DONLIN DR	Pardeeville	53954	626 W CONANT ST	15	\$3.75	0	\$4.15	\$56.25	\$56.25		\$0.00
1853	Johnson, Jennifer M; Johnson, Mark A	632 W Conant Street	Portage	53901	632 W CONANT ST	25	\$3.75	0	\$4.15	\$93.75	\$93.75		\$0.00
1864	Williams, Jesse J	510 W CONANT	Portage	53901	510 W CONANT ST	162.5	\$3.75	0	\$4.15	\$609.38	\$609.38		\$0.00
1865	Kid's XV LLC	PO Box 177	Montello	53949	514 W CONANT ST	87.5	\$3.75	0	\$4.15	\$328.13	\$328.13		\$0.00
1867	Cronn, Adam B & Karen I	526 W CONANT ST	Portage	53901	526 W CONANT ST	129	\$3.75	0	\$4.15	\$483.75	\$483.75		\$0.00
1879	Hillebrandt, Ann M	W10522 ROWLEY RD	Portage	53901	406 W CONANT ST	85	\$3.75	0	\$4.15	\$318.75	\$318.75		\$0.00
1880	Aldridge, Steven J & Michelle D	N6939 DONLIN DR	Pardeeville	53954	410 W CONANT ST	60	\$3.75	0	\$4.15	\$225.00	\$225.00		\$0.00
1881	Schultz, Sarah L	416 W Conant Street	Portage	53901	416 W CONANT ST	125	\$3.75	0	\$4.15	\$468.75	\$468.75		\$0.00
1882	Ramlow, Bryan; Ramlow, Linda	PO Box 347	Poynette	53955	420 W CONANT ST	90	\$3.75	0	\$4.15	\$337.50	\$337.50		\$0.00
2053	Hermanson, Jessica L; Hermanson, Joshua T	1115 Prospect Avenue	Portage	53901	1115 PROSPECT AVE	50	\$3.75	0	\$4.15	\$187.50	\$187.50		\$0.00
2068	**Jeffrey Ramsey	1121 W. Pleasant St	Portage	53901	1121 W. Pleasant St.	30	\$3.75	0	\$4.15	\$112.50	\$375.00	\$112.50	-\$375.00
2070	**Divine Savior Hospital & Nursing Home Inc.	2817 New Pinery Rd	Portage	53901	1115 W. Pleasant St.	100	\$3.75	0	\$4.15	\$375.00	\$375.00		\$0.00
2071.1	Griffin, Laverne H	1110 W PLEASANT ST	Portage	53901	1110 W PLEASANT ST	50	\$3.75	0	\$4.15	\$187.50	\$187.50		\$0.00
2073	Kleist, Errol L & Anne L	W8047 PARKERS DR	Pardeeville	53954	1130 W PLEASANT ST	90	\$3.75	0	\$4.15	\$337.50	\$337.50		\$0.00
2104.1	**Divine Savior Hospital & Nursing Home Inc.	2817 New Pinery Rd	Portage	53901	Prospect Ave.	0	\$3.75	0	\$4.15	\$0.00	\$2,343.75	\$0.00	-\$2,343.75
2106	**Divine Savior Hospital & Nursing Home Inc.	2817 New Pinery Rd	Portage	53901	1116 W. Pleasant St.	50	\$3.75	0	\$4.15	\$187.50	\$187.50	\$187.50	
2110	Herreman, Patricia M	824 W PLEASANT	Portage	53901	824 W PLEASANT ST	75	\$3.75	0	\$4.15	\$281.25	\$281.25		\$0.00
2111	Brockopp, Daniel C; Brockopp, Leona R	900 West Pleasant Street	Portage	53901	900 W PLEASANT ST	75	\$3.75	0	\$4.15	\$281.25	\$281.25		\$0.00
2113	Carlson, David R & Jan H	910 W PLEASANT	Portage	53901	910 W PLEASANT ST	50	\$3.75	0	\$4.15	\$187.50	\$187.50		\$0.00
2149	Paske, Julie A	1530 20th St.	Baraboo	53913	929 PROSPECT AVE	75	\$3.75	0	\$4.15	\$281.25	\$281.25		\$0.00
2150	Mark & Gloria Carlson	927 Prospect Avenue	Portage	53901	927 PROSPECT AVE	125	\$3.75	0	\$4.15	\$468.75	\$468.75		\$0.00
2151	Wenker, Cheryl J	836 GULCH AVE	Wisconsin Dells	53965	923 PROSPECT AVE	50	\$3.75	0	\$4.15	\$187.50	\$187.50		\$0.00
2152	Rahman, Tasneem K	913 Prospect Avenue	Portage	53901	913 PROSPECT AVE	12.5	\$3.75	0	\$4.15	\$46.88	\$46.88		\$0.00
2153	Turner, Steven C & Jean M	909 Prospect Avenue	Portage	53901	909 PROSPECT AVE	12.5	\$3.75	0	\$4.15	\$46.88	\$46.88		\$0.00
2164	Loomans, Mary L	1023 PROSPECT AVE	Portage	53901	1023 PROSPECT AVE	0	\$3.75	25	\$4.15	\$103.75	\$103.75		\$0.00
2165	Ziehmke, Ashleigh D; Ziehmke, Daniel B	1015 Prospect Avenue	Portage	53901	1015 PROSPECT AVE	25	\$3.75	50	\$4.15	\$301.25	\$301.25		\$0.00
2168	Hermann, Carol R	1006 Prospect Avenue	Portage	53901	1006 PROSPECT AVE	50	\$3.75	0	\$4.15	\$187.50	\$187.50		\$0.00
2176	J&C Schoessow	5881 Christmas Mountain Drive	Wisconsin Dells	53965	904 PROSPECT AVE	75	\$3.75	0	\$4.15	\$281.25	\$281.25		\$0.00
2177	Spearing, David W & Nancy J	910 W PROSPECT	Portage	53901	910 PROSPECT AVE	200	\$3.75	50	\$4.15	\$957.50	\$957.50		\$0.00
2178	Clark, Dorothy G; Clark, Sam A	916 PROSPECT AVE	Portage	53901	916 PROSPECT AVE	0	\$3.75	25	\$4.15	\$103.75	\$103.75		\$0.00
2179	Bornick & Sherry M	922 PROSPECT	Portage	53901	922 PROSPECT AVE	150	\$3.75	0	\$4.15	\$562.50	\$562.50		\$0.00
2180	Thoreson, Sandra L	N4104 Fern Lane	Oxford	53952	924 PROSPECT AVE	100	\$3.75	0	\$4.15	\$375.00	\$375.00		\$0.00
2181	Johnson, Sandra	928 W Prospect Avenue	Portage	53901	928 PROSPECT AVE	50	\$3.75	0	\$4.15	\$187.50	\$187.50		\$0.00
2183	Benson, Gordon P & Ruth E	925 W PLEASANT	Portage	53901	925 W PLEASANT ST	125	\$3.75	0	\$4.15	\$468.75	\$468.75		\$0.00
2184	Tamboli, Addie A; Tamboli II, David J	921 W Pleasant Street	Portage	53901	921 W PLEASANT ST	175	\$3.75	0	\$4.15	\$656.25	\$656.25		\$0.00
2189	Aranda, Alonso	909 W Pleasant Street	Portage	53901	909 W PLEASANT ST	162.5	\$3.75	0	\$4.15	\$609.38	\$609.38		\$0.00
2191	Sieker, Howard W	905 W PLEASANT	Portage	53901	905 W PLEASANT ST	37.5	\$3.75	0	\$4.15	\$140.63	\$140.63		\$0.00
2357	Beneventi, Tracy L	1111 Prospect Avenue	Portage	53901	1111 PROSPECT AVE	75	\$3.75	0	\$4.15	\$281.25	\$281.25		\$0.00
3600-3800	Don Ed Management Co., Portage Highlands Condo Association	PO Box 547	DeForest	53532	1020-1120 PLEASANT ST & PROSPECT AVE	250	\$3.75	100	\$4.15	\$1,352.50	\$1,352.50		\$0.00
3500.04	Investors Community Bank	860 N Rapids Dr.	Manitowoc, WI	54221	1020-1120 Pleasant St., at Park St. Intersection	25	\$3.75	50	\$4.15	\$301.25	\$301.25		\$0.00
1704.A	Levaggi, Shawn D & Linda K	805 W PLEASANT	Portage	53901	805 W PLEASANT ST	125	\$3.75	0	\$4.15	\$468.75	\$468.75		\$0.00
1820.A	Devries, Amanda	808 W Pleasant Street	Portage	53901	808 W PLEASANT ST	25	\$3.75	0	\$4.15	\$93.75	\$93.75		\$0.00
2052.A	Warren, Joseph W & Sally J	1117 PROSPECT AVE	Portage	53901	1117 PROSPECT AVE	25	\$3.75	0	\$4.15	\$93.75	\$93.75		\$0.00
2071.B	McKee, Todd A; McKee, Zavorah S	1122 W Pleasant Street	Portage	53901	1122 W PLEASANT ST	75	\$3.75	0	\$4.15	\$281.25	\$281.25		\$0.00
2074.A	Diehl, Stephanie D	1134 W Pleasant Street	Portage	53901	1134 W PLEASANT ST	25	\$3.75	0	\$4.15	\$93.75	\$93.75		\$0.00
2151.A	Stensrud, Russell A & Jacqueline M	925 PROSPECT AVE	Portage	53901	925 PROSPECT AVE	25	\$3.75	0	\$4.15	\$93.75	\$93.75		\$0.00
1504	Randy Gavinski	811 Dunn St.	Portage	53901	811 DUNN ST	75	\$3.75	0	\$4.15	\$281.25	\$281.25		\$0.00
1713	Schmidt, Donald R; Schmidt, Narcisa P	725 W. Pleasant	Portage	53901	725 W. Pleasant	130	\$3.75	0	\$4.15	\$487.50	\$487.50		\$0.00
666	Palmer, Claire E; Palmer, Zachary A	215 E. Pleasant St.	Portage	53901	215 E PLEASANT ST	267.5	\$3.75	50	\$4.15	\$1,210.63	\$1,210.63		\$0.00

Second Amended Final Assessment Roll

12/04/2015

Tax Parcel	Property Owner	Mailing Address	City, State	Zip	Property Address	4 inch Sidewalk ft ²	4 inch Sidewalk Assessment \$3.75/ft ²	6 inch Sidewalk ft ²	6 inch Sidewalk Assessment \$4.15/ft ²	Total Sidewalk Assessment	Final Resolution 10/09/2014	Amended Final Resolution 11/13/2014	12/04/2015 chg to prev res 14-046&14-	
525	Frank Albano with Hansel Family Revocable Living Trust	328 E Conant St.	Portage	53901	328 E Conant St.	100	\$3.75	0	\$4.15	\$375.00	\$375.00		\$0.00	
665	Schmidt, Rachel D	211 E. Pleasant St.	Portage	53901	211 E PLEASANT ST	0	\$3.75	37.5	\$4.15	\$155.63	\$155.63		\$0.00	
2079	Doug & Rita Strand	1111 W Conant	Portage	53901	1111 W CONANT ST	200	\$3.75	0.0	\$4.15	\$750.00	\$750.00		\$0.00	
2078	Eleanor Drury	1115 W Conant	Portage	53901	1115 W CONANT ST	125	\$3.75	0.0	\$4.15	\$468.75	\$468.75		\$0.00	
1652	Trinity Church	503 W PROSPECT	Portage	53901	503 PROSPECT AVE	175	\$3.75	0	\$4.15	\$656.25		\$656.25	\$0.00	
1673.01	Dunn, Jennifer; Gorenc, Matthew D	601 PROSPECT AVE	Portage	53901	601 PROSPECT AVE	50	\$3.75	0	\$4.15	\$187.50		\$187.50	\$0.00	
1705	Lynch, Thomas C & Nadine P	801 W PLEASANT ST	Portage	53901	801 W PLEASANT ST	124	\$3.75	0	\$4.15	\$465.00		\$465.00	\$0.00	
1721	Gehrmann, Kevin J & Karen L	628 W PROSPECT AVE	Portage	53901	628 PROSPECT AVE	100	\$3.75	0	\$4.15	\$375.00		\$375.00	\$0.00	
1730	Elzy, Kristine	601 W Pleasant Street	Portage	53901	601 W PLEASANT ST	25	\$3.75	0	\$4.15	\$93.75		\$93.75	\$0.00	
1738	Atkinson, Pattie R	529 W PLEASANT ST	Portage	53901	529 W PLEASANT ST	82.5	\$3.75	0	\$4.15	\$309.38		\$309.38	\$0.00	
1764	Gaffney, Daniel W	431 W Conant Street	Portage	53901	431 W CONANT ST	0	\$3.75	0	\$4.15	\$0.00		\$0.00	\$0.00	
1787	Perez, Gildaro and Luis	501 W CONANT STREET	Portage	53901	501 W CONANT ST	25	\$3.75	0	\$4.15	\$93.75		\$93.75	\$0.00	
1788	Weinberger, Craig; Weinberger, Kristine	602 W Pleasant Street	Portage	53901	602 W PLEASANT ST	302	\$3.75	0	\$4.15	\$1,132.50		\$1,132.50	\$0.00	
1803	Breunig, Suzanne K	601 West Conant Street	Portage	53901	601 W CONANT ST	310	\$3.75	0	\$4.15	\$1,162.50		\$1,162.50	\$0.00	
1804	Vitacco, Linda S; Vitacco, Michael J	733 Old Indian Camp Rd.	Grovetown, GA	30813	702 W PLEASANT ST	25	\$3.75	0	\$4.15	\$93.75		\$93.75	\$0.00	
1819	Considine, Jane	701 W CONANT	Portage	53901	701 W CONANT ST	155	\$3.75	0	\$4.15	\$581.25		\$581.25	\$0.00	
1820	Birch, Nicholas C and Amy K	PO Box 2	Plain	53577	802 W PLEASANT ST	50	\$3.75	0	\$4.15	\$187.50		\$187.50	\$0.00	
1846	Schultz, Marc W & Theresa L	604 W CONANT ST	Portage	53901	604 W CONANT ST	0	\$3.75	0	\$4.15	\$0.00		\$0.00	\$0.00	
1862	Jacobs, Stephen P & Judy L	502 W CONANT	Portage	53901	502 W CONANT ST	25	\$3.75	0	\$4.15	\$93.75		\$93.75	\$0.00	
1869	Kinsman, Amy; Kinsman, Robert	530 W CONANT ST	Portage	53901	530 W CONANT ST	115	\$3.75	0	\$4.15	\$431.25		\$431.25	\$0.00	
1878	Paul Properties I, LLC	N7536 BOULDER DR	Portage	53901	402 W CONANT ST	159	\$3.75	0	\$4.15	\$596.25		\$596.25	\$0.00	
1885	Grunke, Richard J; Mary Ann Grunke Rev Living Tr dated 6/24/2008	430 W Conant Street	Portage	53901	430 W CONANT ST	0	\$3.75	0	\$4.15	\$0.00		\$0.00	\$0.00	
2167	Ceizyk, Edward M	1002 PROSPECT AVE	Portage	53901	1002 PROSPECT AVE	0	\$3.75	50	\$4.15	\$207.50		\$207.50	\$0.00	
1712	Collins, Douglas M.	729 W. Pleasant St	Portage	53901	729 W PLEASANT ST	0	\$3.75	0	\$4.15	\$0.00		\$0.00	\$0.00	
1828	Peacock, John T	805 W. Conant St.	Portage	53901	805 W CONANT ST	0	\$3.75	0	\$4.15	\$0.00		\$0.00	\$0.00	
2073	Kleist, Errol L & Anne L	W8047 Parkers Dr.	Pardeeville	53954	1130 W. Pleasant St.	0	\$3.75	0	\$4.15	\$0.00		\$0.00	\$0.00	
										\$54,849.38	\$49,643.75	\$6,666.88	\$1,257.50	-\$2,718.75
											\$54,849.38			-\$1,461.25
										49643.75				
										6666.88				-\$1,198.75 DS Credit
										1257.5				-\$262.50 Ramsey Cr
										-375				-\$1,461.25
										-2343.75				
										54849.38				

City of Portage Election Boards 2016 – 2017

Wards 1, 9, 10

Clarice Rosing, Democrat
Patricia Halasz, Democrat
John Lehman
Pamela J. Jones
Heather Morauski

John S. Morauski III
Carol Lehman

Wards 2, 3, 5

Sharon Peterson
Christine Procknow

Wards 4, 6, 7, 8

Barbara Babler, Democrat
Bruce A. Smith, Democrat

12/1/15 Spoke with
Mary for "renewal"
"secondhand" "misdemeanor"
"statutory violation"

\$27.50

LICENSE APPLICATION

for

**PAWNBOKER
SECONDHAND JEWELRY DEALER
SECONDHAND ARTICLE DEALER
SECONDHAND ARTICLE DEALER MALL/FLEA MARKET**

2016

CHECK ALL THAT APPLY:

Original application Renewal

TYPE: Pawnbroker Secondhand Jewelry Dealer
 Secondhand Article Dealer Mall/Flea Market

INSTRUCTIONS:

INDIVIDUAL LICENSE – Complete Sections 1, 2, 3 and 6
 PARTNERSHIP LICENSE – Complete Sections 1, 2, 3, 4 and 6
 CORPORATE LICENSE – Complete Sections 1, 2, 3, 5, and 6

(SECTION 1) APPLICANT INFORMATION

Applicant Name (Last, First, MI) Bodien, Mary A.		Sex F	Race W	Date of Birth [REDACTED]	Place of Birth (City & State) CHICAGO
Street Address [REDACTED]	City PORTAGE	State WI	ZIP 53901	Home Telephone Number [REDACTED]	

(SECTION 2) CONVICTION RECORD

Have you, or any other person listed on this application, been convicted of any of the following:

A FELONY WITHIN THE LAST TEN (10) YEARS? YES NO

WITHIN THE LAST FIVE (5) YEARS OF:

a misdemeanor? YES NO
 a statutory violation punishable by forfeiture? YES NO
 a county or municipal ordinance violation? YES NO

For each "YES" response provide the date of arrest, the nature of the offense and conviction information:

1-2-2013 CITY CITATION #44304193 LOUD & NECESSARY NOISE
6-10-2010 COUNTY ORDINANCE 22-22-1(74)

(SECTION 3) BUSINESS INFORMATION

Business Name GOOD TIMES	Street Address 305 DEWITT	City PORTAGE	State WI	ZIP 53901	Telephone Number 742-1519
Owner's Name MARYANN BODIEN	Street Address 305 DEWITT	City PORTAGE	State WI	ZIP 53901	Telephone Number 742-1519
Business Manager's Name MA	Street Address _____	City	State	ZIP	Telephone Number
Building Owner's Name MARYANN BODIEN	Street Address 11	City 11	State 11	ZIP 11	Telephone Number 742-1519

(Over)

(SECTION 4) PARTNERSHIP INFORMATION

Partnership Name:

List name, address, sex, race and date of birth (DOB) of all partners. Attach additional sheets if necessary.

Name (Last, First, MI)	Sex	Race	DOB	Street Address	City	State	ZIP

(SECTION 5) CORPORATE INFORMATION

Corporation Name:

State of Incorporation:

List name, address, sex, race and date of birth (DOB) of all corporation officers and directors. Attach additional sheets if necessary.

Name (Last, First, MI)	Sex	Race	DOB	Street Address	City	State	Zip

(SECTION 6) PENALTY NOTICE

I understand that this license may be denied or revoked for fraud, misrepresentation or false statement contained in the application or for any violation of Wis. Stats. §§ 134.71, 943.34, 948.62 or 948.63.

Under penalty of law, I swear that the information provided in this application is true and correct to the best of my knowledge. I agree to inform the clerk within ten (10) days of any change in the information supplied in this application.

Signature of Applicant: Mary Ann Bodien
Print Name of Applicant: MARY ANN BODIEN

FOR ADMINISTRATIVE USE ONLY

Licensing Authority	License Number Assigned	Date Effective	Clerk
FEES RECEIVED:	Pawnbroker Bond \$ _____	Secondhand Article License \$ <u>27.50</u>	
	Pawnbroker License \$ _____	Secondhand Dealer Mall/Flea Market License \$ _____	
	Secondhand Jewelry License \$ _____	TOTAL FEE: \$ <u>27.50</u>	<u>7-0151202</u>

FOR LAW ENFORCEMENT USE ONLY

Recommend Approval Recommend Denial (Attach explanation.)
Investigating Office Signature: CHIEF Ken Manthey Date: 12-03-15
Print Name of Investigating Officer: KENNETH R. MANTHEY

Department of Agriculture,
Trade and Consumer Protection
CP-121 (TRAC-433), 408

State of Wisconsin
(WI Stat. 134.71)

LICENSE APPLICATION
for
PAWNBOKER
SECONDHAND JEWELRY DEALER
SECONDHAND ARTICLE DEALER
SECONDHAND ARTICLE DEALER MALL/FLEA MARKET

CHECK ALL THAT APPLY:	
<input type="checkbox"/> Original application	<input checked="" type="checkbox"/> Renewal
TYPE:	<input type="checkbox"/> Pawnbroker <input checked="" type="checkbox"/> Secondhand Article Dealer <input type="checkbox"/> Secondhand Jewelry Dealer <input type="checkbox"/> Mall/Flea Market

INSTRUCTIONS:

INDIVIDUAL LICENSE – Complete Sections 1, 2, 3 and 6
 PARTNERSHIP LICENSE – Complete Sections 1, 2, 3, 4 and 6
 CORPORATE LICENSE – Complete Sections 1, 2, 3, 5, and 6

(SECTION 1) APPLICANT INFORMATION				
Applicant Name (Last, First, MI) <i>Nichols Michael L.</i>	Sex <i>M</i>	Race <i>C</i>	Date of Birth [REDACTED]	Place of Birth (City & State) <i>Los Angeles CA</i>
Street Address [REDACTED]	City [REDACTED]	State <i>TX</i>	ZIP [REDACTED]	Home Telephone Number [REDACTED]

(SECTION 2) CONVICTION RECORD	
Have you, or any other person listed on this application, been convicted of any of the following:	
A FELONY WITHIN THE LAST TEN (10) YEARS?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
WITHIN THE LAST FIVE (5) YEARS OF:	
a misdemeanor?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
a statutory violation punishable by forfeiture?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
a county or municipal ordinance violation?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
For each "YES" response provide the date of arrest, the nature of the offense and conviction information:	
N/A	

District
Manager

(SECTION 3) BUSINESS INFORMATION						
Business Name <i>Crate Stop # 16913</i>	Street Address <i>2830 New Pinery Rd</i>	City <i>Portage</i>	State <i>WI</i>	ZIP <i>53901</i>	Telephone Number <i>608.742.7298</i>	
Owner's Name <i>Crate Stop, Inc.</i>	Street Address <i>625 Westport Pkwy</i>	City <i>Carapine</i>	State <i>TX</i>	ZIP <i>76051</i>	Telephone Number <i>817.722.7447</i>	
Business Manager's Name <i>Evan Yorawny</i>	Street Address <i>2830 New Pinery Rd</i>	City <i>Portage</i>	State <i>WI</i>	ZIP <i>53901</i>	Telephone Number <i>612.707.2089</i>	
Building Owner's Name <i>Compass Properties LLC</i>	Street Address <i>735 N. Water St.</i>	City <i>Milwaukee</i>	State <i>WI</i>	ZIP <i>53202</i>	Telephone Number <i>414.765.0305</i>	(Over)

(SECTION 4) PARTNERSHIP INFORMATION

Partnership Name: N/A

List name, address, sex, race and date of birth (DOB) of all partners. Attach additional sheets if necessary.

Name (Last, First, MI)	Sex	Race	DOB	Street Address	City	State	ZIP

(SECTION 5) CORPORATE INFORMATION

Corporation Name: GameStop Inc State of Incorporation: MN

List name, address, sex, race and date of birth (DOB) of all corporation officers and directors. Attach additional sheets if necessary.

Name (Last, First, MI)	Sex	Race	DOB	Street Address	City	State	Zip
<u>see attached list</u>							

(SECTION 6) PENALTY NOTICE

I understand that this license may be denied or revoked for fraud, misrepresentation or false statement contained in the application or for any violation of Wis. Stats. §§ 134.71, 943.34, 948.62 or 948.63.

Under penalty of law, I swear that the information provided in this application is true and correct to the best of my knowledge. I agree to inform the clerk within ten (10) days of any change in the information supplied in this application.

Signature of Applicant: _____

Print Name of Applicant: Michael Nichols

FOR ADMINISTRATIVE USE ONLY

Licensing Authority	License Number Assigned	Date Effective	Clerk
FEE RECEIVED:	Pawnbroker Bond \$ _____	Secondhand/Article License \$ _____	
	Pawnbroker License \$ _____	Secondhand/Dealer Mal/Fla Market License \$ _____	
	Secondhand Jewelry License \$ _____	TOTAL FEE: \$ _____	

FOR LAW ENFORCEMENT USE ONLY

Recommend Approval Recommend Denial (Attach explanation)

Investigating Office Signature: _____ Date: _____

Print Name of Investigating Officer: _____

GameStop, Inc.

Corporate Officers

Name	Title	Phone Number
J. Paul Raines [REDACTED]	Chief Executive Officer	[REDACTED]
Tony Bartel [REDACTED]	President	[REDACTED]
Robert Lloyd [REDACTED]	Executive Vice President/ Chief Financial Officer	[REDACTED]
Michael Nichols [REDACTED]	VP Treasurer	[REDACTED]

City of Portage

Arbor Day Proclamation

WHEREAS, the City of Portage understands the needs for a well-developed urban forest in the community.

WHEREAS, the Park and Recreation Department has implemented a city wide urban forestry program, to better manage the trees with in the city and

WHEREAS, Arbor Day has been observed throughout the nation for many years, and

WHEREAS, trees have many benefits to the community by their ability to moderate the temperature, Clean the air, produce oxygen, provide habitat to the wildlife, and

WHEREAS, tree increase the property values and enhance the community, both economically and add beauty to the community, and

WHEREAS, the City of Portage has been recognized as a Tree City USA by the National Arbor Day Foundation and desires to continue its tree-planting ways,

NOW, THEREFORE, I, W.F. Bill Tierney, Mayor of the City of Portage, do hereby proclaim that **Arbor Day** will be celebrated in the City of Portage on Friday, April 29, 2016 and I urge all citizens to support efforts to care for our trees and urban forest and to support our community urban forestry program, and FURTHER, I urge all citizens to plant trees to and promote the urban forest today and always.

Dated this ____ day of December, 2015.

Mayor