

# CITY OF PORTAGE

115 West Pleasant Street • Portage, WI 53901  
Telephone: (608) 742-2176 • Fax: (608) 742-8623



*"Where the North Begins"*

## 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 following streets and alleys:

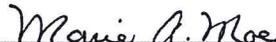
- that portion of Skaters Way lying East of East Haertel Street (as relocated) in the City of Portage, Columbia County, Wisconsin
- that portion of Adams Street lying North of East Albert Street and that portion of Adams Street lying North of East Haertel Street (as relocated) in the City of Portage, Columbia County, Wisconsin
- that portion of Huron Street lying between Townsend Street and Coit Street, that portion of Erie Street lying between Townsend Street and Coit Street, and the public alleys located in Block 54, Block 47 and Block 22 of Webb and Bronson's Plat of the Town of Fort Winnebago, now the City of Portage, Columbia County, Wisconsin
- the public alley being part of Block 239 of J.J. Guppy's Plat of the Town of Portage City, City of Portage, Columbia County, Wisconsin
- the public alley being part of Block 138 of Webb and Bronson's Plat of the Town of Fort Winnebago, now the City of Portage, Columbia County, Wisconsin

The public hearing will be held on the 27th day of October, 2016 at 6:50 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 requests.

**DATED** this 14th day of September, 2016.

**CITY OF PORTAGE**

  
\_\_\_\_\_  
Marie A. Moe, WCPC, MMC, City Clerk

**City of Portage Common Council Meeting  
Council Chambers of City Municipal Building  
115 West Pleasant Street, Portage, WI  
Public Hearing – 6:50 p.m.  
Regular Meeting – 7:00 p.m.  
October 27, 2016  
Agenda**

Public Hearing – 6:50 p.m.

Consider the discontinuance of the following streets and alleys: that portion of Skaters Way lying East of East Haertel Street (as relocated) in the City of Portage, Columbia County, Wisconsin; that portion of Adams Street lying North of East Albert Street and that portion of Adams Street lying North of East Haertel Street (as relocated) in the City of Portage, Columbia County, Wisconsin; that portion of Huron Street lying between Townsend Street and Coit Street, that portion of Erie Street lying between Townsend Street and Coit Street, and the public alleys located in Block 54, Block 47 and Block 22 of Webb and Bronson's Plat of the Town of Fort Winnebago, now the City of Portage, Columbia County, Wisconsin; the public alley being part of Block 239 of J.J. Guppy's Plat of the Town of Portage City, City of Portage, Columbia County, Wisconsin; the public alley being part of Block 138 of Webb and Bronson's Plat of the Town of Fort Winnebago, now the City of Portage, Columbia County, Wisconsin

Regular Meeting – 7:00 p.m.

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Approval of Agenda
5. Minutes of Previous Meeting
6. Department Report – Municipal Court
7. Consent Agenda
  - A. Reports of Sub-Committees, Boards, and Commissions
    1. Finance/Administration Committee, October 10, 2016
    2. Library Board, October 11, 2016
    3. Tourism Promotion Committee, October 11, 2016
    4. Human Resources Committee, October 11, 2016
    5. Plan Commission, October 17, 2016
    6. Airport Commission, October 19, 2016

- B. License Applications
  - 1. Operator
  - 2. Taxi Cab Operator
  
- 8. Unfinished Business
  - A. Ordinances
    - 1. Ordinance No. 16-012 relative to Fire Prevention and Protection
    - 2. Ordinance No. 16-015 relative to Business Licenses (Reserve “Class B” Alcohol License Economic Development Grant)
  
- 9. New Business
  - A. Resolutions
    - 1. Resolution No. 16-047 Final Resolution Relative to Discontinuance of that Portion of Adams Street Lying North of East Albert Street and South of East Haertel Street (As Relocated) in the City of Portage, Columbia County, Wisconsin, Pursuant to Wis. Stat. §66.1003
    - 2. Resolution No. 16-048 Relative to Proposing to Discontinue Skaters Way, a portion of Adams Street and a Portion of East Haertel Street (as Relocated) in the City of Portage, Columbia County, Wisconsin, pursuant to Wis. Stat. § 66.1003
    - 3. Resolution No. 16-049 Final Resolution Relative to Discontinuing that Portion of Huron Street Lying Between Townsend Street and Coit Street, that Portion of Erie Street Lying Between Townsend Street and Coit Street, and the Public Alleys Located in Block 54, Block 47 and Block 22 of Webb and Bronson’s Plat
    - 4. Resolution No. 16-050 Final Resolution Relative to Discontinuance of a Public Alley in Block 239 of J.J. Guppy’s Plat (Alley No. 81, Clark – DeWitt)
    - 5. Resolution No. 16-051 Final Resolution Relative to Discontinuance of a Public Alley in Block 138 of Webb and Bronson’s Plat (Unimproved Alley from Thompson Street to East Mullett Street)
    - 6. Resolution No. 16-052 relative to Requiring the Repair of the At Grade Crossing at Wauona Trail in the City of Portage, WI
    - 7. Resolution No. 16-053 relative to Final Amended Resolution Authorizing Public Improvement and Levying Special Assessments Against Benefited Property in Portage, Wisconsin (2016 Alley Reconstruction)
    - 8. Resolution No. 16-054 relative to Final Amended Resolution Authorizing Public Improvement and Levying Special Assessments Against Benefited Property in Portage, Wisconsin (2015 Street and Utility Project)
    - 9. Resolution No. 16-055 relative to Fred Langbecker

- B. Consideration of recommendation for Service Agreement with Columbia County Humane Society
- C. Consideration of recommendation for Utility Analysis Refund Agreements.
- D. Consideration of recommendation for Assessing Agreement with Accurate Appraisal, LLC.
- E. Consideration of recommendation for Strand Associates Task Order for IT Services.
- F. Consideration of recommendation for Commercial Lease Agreement with Encapsys, LLC.
- G. Consideration of recommendation to participate in Joint Petition for Annexation Regarding Parcel 129.A, Town of Pacific.
- H. Consideration of recommendation for Award of Proposal Received for 2017 Classification and Compensation Study.
- I. Consideration of recommendation for Letter of Agreement to 2016-2018 WPPA Collective Bargaining Unit Contract.
- J. Consideration of recommendation for surplus property
- K. Mayor's Comments
  - 1. Future items
- L. City Administrator Report
  - 1. League of Wisconsin Municipalities Conference

## 10. Adjournment

The meeting location is handicap accessible. If you need reasonable accommodations due to a disability, please contact the City Clerk at 608-742-2176 no later than 48 hours prior to the meeting

Common Council Proceedings  
City of Portage

Regular Meeting  
Council Chambers  
City Municipal Building

October 13, 2016  
7:00 p.m.

**1. Call to Order**

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

**2. Roll Call**

Present: Ald. Charles, Hahn, Havlovic, Hamburg, Klapper, Kutzke, Maass, Monfort, Nachreiner

Also Present: Mayor Dodd, City Clerk Moe, City Administrator Murphy, City Attorney Spankowski, Director of Public Works/Utilities Manager Jahncke, Finance Director Mohr, Manager of Parks and Recreation Kremer (left at 7:20 p.m.), 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**

No changes.

**5. Minutes of Previous Meeting**

Motion by Klapper, second by Charles to approve minutes of the September 22, 2016 Common Council meeting. Motion carried unanimously on call of roll with Maass abstaining.

**6. Department Report – Park and Recreation**

Manager of Parks and Recreation Kremer reported on department activities.

Projects completed: wood chips on playgrounds; crack fill and seal coat second half of levee trail; planters at Chamber parking lot; soccer fields; tree inventory; Lincoln Park bathroom and food pantry.

Manager Kremer expressed appreciation for community partners with the following projects: Skate Park construction; Dream Court with Fairway Independent Mortgage Company; Basketball Courts at Collipp-Worden with Portage Boys Hoops Club; KIA memorial with American Legion, VFW and WA; Pauquette fountain with Chamber of Commerce.

The projects represent nearly \$700,000 worth of improvements.

Parks: completed tree inventory has proven to be a good resource; addresses have been assigned to all parks; emergency signs installed at the shelters; Woodridge Park shelter is receiving new steel roof; shelters are being winterized; newly designed signs installed at Goodyear, will be eventually installed in all parks. Manager Kremer recognized the crew for their work with more facilities being added.

Recreation: new programs, creative craft corner; dance program using a partnership with the school; Punt, Pass and Kick; youth volleyball; movie in the park; took over management of the Portage Girls Youth Basketball; aquatics down slightly; swim lessons continue to be full.

Current department activities: youth baseball field at Little League Complex; designing north end of Fairgrounds for 2017 construction; additional tree planting; new playground equipment at Sanborn and Pauquette; area trust awarded \$50,000 for fully accessible playground at Pauquette; new non-sport programs; Manager Kremer will be attending Certified Playground Safety Inspector course.

## **7. Consent Agenda**

### **A. Reports of Sub-Committees, Boards, and Commissions**

Park and Recreation Board meetings of September 6, 2016 and October 4, 2016  
Plan Commission meeting of September 19, 2016  
Business Improvement District Board of Directors meeting of September 21, 2016  
Finance/Administration Committee meeting of September 26, 2016  
Tourism Promotion Committee meeting of September 27, 2016  
Board of Zoning Appeals meeting of October 3, 2016  
Legislative and Regulatory Committee meeting of October 3, 2016  
Historic Preservation Commission meeting of October 5, 2016  
Municipal Services and Utilities Committee meeting of October 6, 2016

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

### **B. License Applications**

Operator license applications for Stephanie Bushor, Dawn M. Gerszewski, Michelle L. Gjavenis, Adam R. Lawrence, Harley P. O'Brion.

Taxi operator license application for Nicole C. Brown.

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

## 8. Unfinished Business

None.

## 9. New Business

### A. Ordinances

Ordinance No. 16-012 relative to Fire Prevention and Protection received its first reading.

Ordinance No. 16-013 relative to Motor Vehicles and Traffic (Parking – West Conant Street) received its first reading. City Administrator Murphy explained that BID would like the ordinance to take effect after the completion of the Courthouse project, end of 2017. Ald. Maass and Nachreiner were concerned about postponing the effective date because of safety concerns. Motion by Maass, second by Charles to suspend the rules and have the second reading of Ordinance No. 16-013 relative to Motor Vehicles and Traffic and have it read by title only. Motion carried unanimously on call of roll. Ordinance No. 16-013 relative to Motor Vehicles and Traffic (Parking – West Conant Street) received its second reading by title only. Motion by Maass, second by Charles to pass Ordinance No. 16-013 relative to Motor Vehicles and Traffic. Motion carried unanimously on call of roll.

Ordinance No. 16-015 relative to Business Licenses (Reserve “Class B” Alcohol License Economic Development Grant) received its first reading.

### B. Resolutions

Resolution No. 16-044 relative to Taxi Cab Contract was read and adopted unanimously on motion by Nachreiner, second by Hahn and call of roll.

Resolution No. 16-045 relative to Taxi Cab Vehicle Lease Agreement. was read and adopted unanimously on motion by Hahn, second by Hamburg and call of roll.

Resolution No. 16-046 relative to Declaring Intent Regarding the City’s Preference for the Lane Widths for USH 51 From E. Mullett to Ontario St. for the USH 51 Reconstruction Project, WisDot Project ID: 6918-01-72 was read. Motion by Charles, second by Klapper to adopt Resolution No. 16-046. There was a correction to the Resolution, that being in the second “Whereas” paragraph, the following language was struck “for a total pavement width, not including sidewalks, of 54 feet”. Motion was adopted unanimously on call of roll.

- C. Consideration on recommendation for “Class A” Combination License for BonBon and Bordeaux LLC, Tracy K. Fuqua, agent, 201 DeWitt Street  
Motion by Maass, second by Havlovic to grant a “Class A” Combination License for BonBon and Boredeaux LLC, Tracy K. Fuqua, agent, 201 DeWitt Street. Motion carried unanimously on call of roll.
- D. Consideration of recommendation for claims  
Motion by Nachreiner, second by Maass to approve claims in the amount of \$1,618,116.30. Motion carried unanimously on call of roll.
- E. Consideration of recommendation for transfer of funds to Mass Transit (taxi) fund for taxi repayment  
City Administrator Murphy reviewed the taxi program and the local share and overpayment due the state. Motion by Nachreiner, second by Hamburg to approve the transfer of \$113,561 from the General Fund to the Mass Transit Fund carried unanimously on call of roll.
- F. Consideration of recommendation on Revision #1 to Project Agreement for Canal  
Motion by Hamburg, second by Charles to approve Revision #1 to Project Agreement for Canal. Motion carried unanimously on call of roll.
- G. Proclamation  
Wisconsin School Board Appreciation Week was read.
- H. Mayor’s Comments  
Ald. Klapper has requested a Committee of the Whole meeting with the Historic Preservation Commission to educate the Council on the Commission’s role and for the Commission to receive direction from the Council as to what it wants from the Commission. The meeting will be held October 27, 2016 at 6:00 p.m.
- I. City Administrator Report  
City Administrator Murphy was co-facilitator for Columbia County’s Turnout for Transportation event organized by the League of Wisconsin Municipalities, Wisconsin Counties Association and Wisconsin Towns Association. Meetings were held in each county of the state to raise awareness to the state’s transportation needs and the need for more funding for the transportation system, as there is no sustainable funding mechanism in place.
- J. Closed Session  
Motion by Charles, second by Hamburg to go into closed session pursuant to Wisconsin State Statutes 19.85(1)(e) to discuss the sale

price of public property. Motion carried unanimously on call of roll at 8:40 p.m.

K. Return to Open session for remainder of the meeting

Motion Hamburg, second by Nachreiner to reconvene to open session for remainder of the meeting. Motion carried unanimously on call of roll at 9:22 p.m.

L. Consideration of recommendation on Pre-Development Agreement with Kasten Living Trust

Motion by Nachreiner, second by Hamburg to approve the Pre-Development Agreement with Kasten Living Trust with the parameters set in closed session. Motion carried unanimously on call of roll.

**10. Adjournment**

Motion by Charles, second by Hamburg to adjourn. Motion carried unanimously on call of roll at 9:24 p.m.

Marie A. Moe, WCPC, MMC  
City Clerk

Date Approved: \_\_\_\_\_

**City of Portage  
Finance/Administration Committee Meeting  
Monday, October 10th, 2016 5:30 p.m.  
City Municipal Building, 115 West Pleasant Street  
Conference Room One  
Minutes**

Members: Dennis Nachreiner, Chairperson; Mark Hahn, Mary Hamburg (arrived 5:37 pm), Martin Havlovic, Doug Klapper

Also Present: Administrator Murphy, Finance Director Mohr, Clerk Moe, Director Jahncke, Justin O'Rourke-Continual, LLC, Judy Shaw-Oak Grove Cemetery, Lisa Reiner-Thomas, Historic Indian Agency House, Bill Welsh-Cable TV, Craig Sauer - Daily Register

**1. Roll call**

Chairperson Nachreiner called the meeting to order at 5:30 p.m. Nachreiner indicated that the Agency section from item 6 (6a &6b) would be moved up after item 3 to accommodate attendees. Committee concurred.

**2. Approval of minutes from September 26, 2016.**

Motion by Hahn, second by Klapper to approve minutes from September 26, 2016.

Motion carried 3-0 on call of roll with Havlovic abstaining.

**3. Discussion and possible recommendation on Claims.**

Motion by Havlovic, second by Hahn to recommend claims in the amount of \$1,618,116.30. Mohr indicated the claims are broken down in to capital related items \$373,011.21; debt payments \$244,313.50; and others \$1,000,791.59.

Motion carried 4-0 on call of roll.

**6. Discussion and review of Agency requests.**

Mohr introduced Judy Shaw from Oak Grove Cemetery indicating that their request is a \$1,000 increase over the 2016 request for a total of \$8000 which is the same increase as requested last year. It was mentioned the declining revenue due to cremation and the mowing and repair expenses are up this year. Shaw also indicated the Cemetery would be looking to request road repair assistance in 2018.

Lisa Reiner Thomas from the Historic Indian Agency House stated they are requesting the same amount as last year. Thomas indicated that attendance is up which she attributes to their new dynamic website and social media. The summer lectures and reenactments are the biggest attractions. Thomas reported their fund-raising efforts this past year resulted in bringing in \$32,000 for capital improvements on the property.

**4. Discussion and possible recommendation on Utility Analysis Refund Agreements.**

In following up to the Finance meeting from 9/26/16 and the concern of the committee that the City would be obligated to pay Amtelaudit 85% of the estimated cost savings even if they didn't approve the recommendation by Amtelaudit O'Rourke expanded on section 2h of the contract. He indicated that if the city does not implement or will not implement the recommendations from Amtelaudit the city owes nothing. If the city implements the changes and at a future date would like to cancel the agreement, the city can "buyout" the agreement by paying 85% of the estimated savings of the remaining portion (as opposed to 50% of the savings).

Motion by Klapper, second by Hamburg to recommend the Utility Analysis Refund Agreements with Amtelaudit and UR Utility. Motion carried 5-0 on call of roll.

## **5. Discussion and possible recommendation on Assessor Agreement.**

Murphy reviewed the Agreement for Full-Value Maintenance with Accurate Appraisal, LLC for the 4-year period from 2017 to 2020. Murphy stated that the City just completed a city wide revaluation over a 2-year period and is recommending the Full-Value Maintenance contract without the 25% physical inspections for 2017 for \$29,000 per year. The City will monitor and at the point when the gap between the equalized values and assessed values expands will consider performing a revaluation process again. The Full-Value Maintenance contract includes inspection on properties that sell or have building permits taken out. It also includes attending Open Book, Board of Review, and preparing of documents for the state.

Hahn questioned if this was the type of contract that should be put out for bid. Murphy stated that it is although there are no statutory requirements. At this time, with just coming out of a complete revaluation, Murphy would not recommend going out for bid as Accurate is in a better position to defend the updated values. Moe stated Accurate has been the City Assessor for the past 16 years.

Motion by Hahn, second by Hamburg to recommend awarding the Assessor Agreement to Accurate Appraisal, LLC in the amount of \$29,000 per year for the 2017-2020 Full Value Maintenance without 25% physical inspections. Motion carried 5-0 on call of roll.

## **6. Discussion and review of 2017 Capital Fund, Reserve Capacity.**

Murphy reviewed the Preliminary Capital Expenditure Plan indicating the City is proposing an estimated General Obligation (GO) borrowing of \$2,358,055 along with Sewer Utility debt of \$873,500 and Water debt of \$230,500 for a total borrowing of \$3,462,055. The City's Debt Authority Policy allows up to 3% of assessed valuation in outstanding debt. With the proposed borrowing, the City's reserve capacity (based on 2016 assessed valuation) is projected to be \$1,375,266. The projected 2017 GO debt issuance would result in an estimated reserve capacity of \$1.1 Million after factoring a modest projected increase in 2017 assessed value and the scheduled 2017 payoff of debt. Murphy reminded the committee that the State Statute allows 5% of equalized value; the city is well under that limit. However, with the level of proposed capital projects projected in the next 4 years the committee may need to review the internal policy to accommodate the aggressive capital improvement plan.

Murphy noted that Municipal Services evaluated the Public Works Capital Plan and moved the Carroll and Conant Street projects out to 2018 and 2019, respectively in order to even out the total capital project spending levels over the next couple of years and to allow for the completion of the proposed Park and Rec Vet's Memorial Phase III projects in 2017.

Murphy reviewed the other Capital Projects and the funding sources. Some of the projects highlighted included: under the Facilities area the Joint Salt Building with the County was moved up from 2019 to 2017 based on the State's direction; in the PW area the various projects that are intended to be paid from the Wheel Tax Program; in Park & Recreation 3<sup>rd</sup> Little League Field and Phase III VFM projects; the Park Board was notified of a estate donation for playground replacement/improvements in the amount of \$50,000 that Parkland Fund will provide a match; Jahncke pointed out that the flooding in the Henry Drive area is covered under the Storm Water Plan for 2017; Sidewalks are planned in Ward 7 for 2017; and Alley's #6, #65, #66, & #68 three of which are in the First Ward are planned to be replaced. Design of the Canal is also planned to continue; and a boundary survey, master plan, relocation of lift station and land acquisitions are planned for the Airport.

#### **7. Discussion and possible recommendation on Strand Service Agreement.**

Murphy reviewed the IT agreement with Strand. The committee requested an hourly rate schedule be attached. It was noted that Strand has provided excellent service over the years and are willing to train city employees and perform much of their services via phone which helps keep cost down. Murphy noted that the server upgrade project is complete.

Murphy noted that the city has had conversations with the county to provide IT services in the future after their move.

Motion by Havlovic, second by Hahn to recommend the Strand Service Agreement for 2017 IT services. Motion carried 5-0 on call of roll.

#### **8. Discussion and possible recommendation on Taxi Agreements (2017 Running Contract; 2017 Vehicle Lease Agreement) and Applications (2017 Sect. 85.20 Operating Assistance; 2017 Section 5311 Capital Grant).**

Mohr reviewed the various Taxi Agreements and Applications indicating they are similar to past years and that the City is in its second year of a five year contract with Running, Inc. With the increased City share of the operating deficit, a rate increase of \$0.25 will most likely be proposed for 2017.

Motion by Hamburg, second by Klapper to recommend the 2017 Running Contract; the 2017 Vehicle Lease Agreement; the 2017 Sect. 85.20 Operating Assistance Application; and the 2017 Section 5311 Capital Grant Application. Motion carried 5-0 on call of roll.

#### **9. Discussion and possible recommendation on Columbia County Humane Society Agreement.**

Murphy reviewed the 2017 Service Agreement with Columbia County Humane Society for assisting with strays turned in by residents and working closely with the Police department.

Motion by Hahn, second by Hamburg to recommend the Columbia County Humane Society Agreement. Motion carried 5-0 on call of roll.

**10. Discussion and possible recommendation on surplus items.**

Mohr reviewed the list of surplus items indicating the city utilizes WI Surplus Auctions for sale of the vehicles and equipment.

Motion by Hamburg, second by Hahn to recommend the approval of surplus items. Motion carried 5-0 on call of roll.

**11. Staff Report**

**a. Attorney Review**

Murphy highlighted the summary of City Attorney hours indicating less than 20% of the hours are spent in meetings including Council and Committees. This equates to approximately \$6,000 annually. Klapper and Hamburg indicated they felt it was reassuring to have the City Attorney present at the meetings. Hahn also felt it was reassuring and may prevent costly mistakes. Nachreiner concurred and thanked Murphy for preparing the information.

**b. Wheel Tax Update**

Murphy indicated the Wheel Tax information will be brought to committee on Oct. 24 for recommendation.

**12. Adjournment**

Motion by Hamburg, second by Hahn to adjourn at 7:21 p.m. Motion carried 5-0 on call of roll.

Jean Mohr, Finance Director

Date Approved: \_\_\_\_\_

Portage Public Library  
253 W. Edgewater Street, Portage WI 53901  
Phone: 608-742-4959  
E-mail: [info@portagelibrary.us](mailto:info@portagelibrary.us)  
Web Site: [www.portagelibrary.us](http://www.portagelibrary.us)

LIBRARY BOARD MEETING Minutes  
October 11, 2016

Meeting called to order 12:10pm

Present: Voigt, Blohm, McLeish, Gregory, Vehring, Director Bergin

Excused: Simonson, Schoenborn-Hoffmann, Stenberg

- 1) Motion to approve September 13, 2016 regular meeting minutes. (BB/KV)
- 2) Financial Reports:
  - a) Motion to approve September 2016 City claims as presented. (BB/KV)
  - b) Motion to approve September 2016 Library Restricted Funds claims and Memorial Funds claims as presented. (BB/KV)
- 3) President's/Director's Report:
  - a) The Library Foundation has applied for a Kohls grant.
  - b) Amanda Pardo became Teen & Technology Services Coordinator October 1.
  - c) Two new circulation clerks have been hired.
- 4) Business:
  - a) Motion to approve changes in the Circulation Policy concerning interlibrary loans, media type updates and refunds of lost item replacement fees as presented. (BB/KV)
  - b) Motion to discuss tabled Meeting Room Policy. (BB/DG)
  - c) Motion to approve changes to the Meeting Room Policy concerning political groups and technology room use as presented. (BB/DG)
  - d) Motion to discuss tabled Facility Maintenance issues. (BB/DG) Roof drains are in place and have been cleaned.
- 5) Meeting adjourned 1:13pm. (DG/BB)

Eleanor Voigt - President  
Dr. Brenda Blohm - V-Pres.  
Eleanor McLeish - Secretary  
Dr. David Gregory  
Nikki Schoenborn-Hoffmann  
Melissa Simonson  
Heather Stenberg  
Klay Vehring

Date Approved: \_\_\_\_\_

**City of Portage  
Tourism Promotion Committee Meeting  
5:30 pm on Tuesday, October 11, 2016  
City Municipal Building, 115 West Pleasant Street  
Conference Room Two  
MEETING MINUTES**

**Members Present:** Marty Havlovic, Marianne Hanson, Bill Kutzke, Carole LaVigne

**Members Absent:** Dawn Schneller

**Others Present:** Craig Sauer

**1. Roll call**

The meeting was called to order at 5:30 pm by Chairperson Marty Havlovic

**2. Approval of minutes from previous meeting**

Motion by Bill, second by Carole to approve the previous minutes. Motion carried unanimously on the roll call of 4-0.

**3. Public comment**

None

**4. Discussion and action on claims submitted**

Claims were presented in the amount of \$2,086. Motion by Carole, second by Bill to approve the claims as presented. Motion carried unanimously on the roll call of 4-0.

**5. Discussion and action on 2017 budget directives and schedule**

Discussion took place on the proposed 2017 budget.

- an overview report of their season will be needed by the WWII Museum in 2017 to continue to receive funds.
- Blue Interstate Signs are for Fort Winnebago Surgeons Quarters and Historic Indian Agency House. They are along Interstate 39 at the Hwy 33 exit.
- Governor's Conference is March 12-14, 2017 and committee members can attend with this line item in the budget now.
- \$1000 is now included to help with welcome signage.
- VFW will be hosting Concerts at the Portage and they will need to come to make a formal request.

Motion by Bill, second by Carole to approve the 2017 budget for \$144,300. Motion carried unanimously on the roll call of 4-0.

**Items approved for 2017 Budget:**

**DIRECT ALLOCATIONS**

Fort Winnebago Surgeon's Quarters	\$2,500
Historic Indian Agency House	\$5,500
Portage Area Chamber of Commerce	\$34,000

Portage Center for the Arts	\$7,000
Portage Curling Club	\$5,500
Portage Historical Museum	\$6,000
WWII Museum	\$750
<b>TOTAL</b>	<b>\$61,250</b>

**ADMINISTRATION/CONFERENCES**

City of Portage administration fee	\$2,000
Conferences	\$2,000
<b>TOTAL</b>	<b>\$4,000</b>

**MARKETING- PROMOTIONAL MATERIALS**

Travel Sport Shows	\$1,500
Display Booth (one time)	\$2,000
Promotional Items	\$1,000
Walking Tour Guide Books (one time)	\$1,000
Distribution of marketing pieces	\$800
Interstate directional signs (blue)	\$2,000
City Welcome signage (one time)	\$1,000
<b>TOTAL</b>	<b>\$9,300</b>

**MARKETING/ADVERTISING**

Marketing/Advertising Media	\$46,850
Banners – dementia friendly	\$750
Discover Wisconsin-final	\$2,500
<b>TOTAL</b>	<b>\$50,100</b>

**GRANT REQUESTS**

Canal Days – DPI	\$1,750
Yuletide – DPI	\$1,750
Columbia County Fair – Fair Board	\$1,500
Rendezvous at the Fort-FWSQ	\$1,375
Ride 2 Read - Kiwanis	\$600
Concert in the Park & July 4 <sup>th</sup> - PACC	\$7,000
Downtown Walking Tour- PACC	\$300
Taste of Portage- PACC	\$3,375
Zona Gale Friendship Village-ZG Soc.	\$500
Drury Gallery – PCA	\$1500
<b>TOTAL</b>	<b>\$19,650</b>

**GRAND TOTAL 2017 BUDGET                    \$144,300**

**6. Next Meeting Date**

December 6 at 2pm

**7. Adjournment**

The meeting was adjourned at 6:05pm with a motion by Carole, second by Bill. Motion carried unanimously on the roll call of 4-0.

Minutes submitted by Marianne Hanson

Date Approved: \_\_\_\_\_

DRAFT

**City of Portage  
Human Resources Committee Meeting  
Tuesday, October 11, 2016, 6:00 p.m.  
Municipal Building, Conference Room One  
Minutes**

**Members Present:** Rick Dodd, Chairperson, Marty Havlovic, Doug Klapper, Rita Maass, Jeff Monfort & Dennis Nachreiner.

Excused:

**Also Present:** City Administrator Shawn Murphy, Administrative Assistant Angela Clemmons

**Media Present:** Bill Welsh, CATV & Craig Sauer, PDR

**1. Roll call**

The meeting was called to order at 6:08 pm by Mayor Dodd.

**2. Approval of minutes from the September 13, 2016 meeting.**

Motion by Maass, second by Klapper to approve minutes from the September 13, 2016 meeting. Motion carried unanimously.

**3. Discussion and possible recommendation on Proposals Received for 2017 Classification and Compensation Study.**

Proposals for the 2017 Classification and Compensation Study were received from Carlson Dettmann, The Harding Group, and Paypoint HR. The three firms were evaluated and rated by Mayor Dodd, Marie Moe, Shawn Murphy, and Aaron Jahncke based on the company's history, experience, qualifications, quality, creativity, professionalism, and fees. Carlson Dettmann received the highest rating out of the three.

Dodd said that Carlson Dettman was not the lowest cost, but all proposals were within a couple hundred dollars. Nachreiner said he was okay with any of the three, but thought Carlson Dettmann had more opportunity to bill extra. Maass and Klapper agreed with Nachreiner due to mileage expenses not being listed. Dodd calculated the travel from Middleton for Carlson Dettmann at about \$500 and recommended capping the expenses.

Motion by Nachreiner to recommend Carlson Dettmann Consulting for a fee of \$16,500 plus mileage, not to exceed \$500, to Common Council for the 2017 Classification and Compensation Study, second by Klapper. Motion carried 5 – 1 with Havlovic voting no.

**4. Adjourn to Closed Session per Chap. 19.85(1)(e) to Discuss proposed Side Letter of Agreement to 2016-2018 WPPA Collective Bargaining Unit Contract.**

Motion by Klapper, second by Maass to adjourn to Closed Session per Chap. 19.85(1)(e) to Discuss proposed Side Letter of Agreement to 2016-2018 WPPA Collective Bargaining Unit Contract. Motion carried unanimously on call of roll at 6:26 pm.

**5. Return to Open Session.**

Motion by Havlovic, second by Nachreiner to return to open session. Motion carried unanimously on call of the roll at 6:48 pm.

**6. Discussion and possible recommendation on Proposed Side Letter of Agreement to 2016-2018 WPPA Collective Bargaining Unit Contract.**

Motion by Nachreiner to recommend the Common Council approve the Proposed Letter of Agreement to the 2016-2018 WPPA Collective Bargaining Unit Contract, second by Maass. Motion carried unanimously on call of roll.

**7. Discussion on Scheduling City Administrator's Performance Evaluation**

Dodd stated Administrator Murphy's annual contract expires February 2017. Before that time the Human Resources Committee needs to schedule meetings to create goals for the City Administrator, evaluate goals from previous years, and collect input from individuals Murphy works with and employees. Administrator Murphy is the only one with a contract that works this way.

Nachreiner asked if there would need to be one or several meetings. Dodd said a couple meetings would need to be scheduled. Maass stated Murphy should submit goals. Dodd stated HR needs to come up with an all-encompassing set of goals for Shawn so he has clear expectations and knows what he needs to do.

In December HR will evaluate previous goals and Murphy's progress towards achieving them. In January HR will create new goals and send out evaluations to employees and individuals Murphy interacts with for feedback. HR will need to have a recommendation for Common Council by the February 9<sup>th</sup> meeting.

**8. Adjournment**

Motion by Nachreiner, second by Klapper to adjourn the meeting at 7:04 pm. Motion carried unanimously.

Submitted by Angela Clemmons, Administrative Assistant

Date Approved: \_\_\_\_\_

**City of Portage  
Plan Commission Meeting  
Public Hearing 6:20 p.m.  
Monday, October 17, 2016, 6:30 p.m.  
City Municipal Building, 115 West Pleasant Street  
City Council Chamber**

Members present: Mayor Rick Dodd, Chairperson, Mike Charles, Frank Miller, Peter Tofson, Chuck Sulik, Kevin Zarecki and Brian Zirbes.

Others present: Administrator Murphy, Director Jahncke, Director Sobiek, Bill Welsh, Craig Sauer, Michael Mueller, Carol Mueller, Ron Locast, Brad Boettcher, Kirk Konkel, Paul Breen, Jeff Clark, Jim Grothman

**Public Hearing - 6:20 p.m.**

To consider the granting of a Conditional Use Permit to Michael & Carol Mueller for parcel #102; 1425-1429 Hwy 33 E., City of Portage, Columbia County, Wisconsin.

Director Sobiek read the public hearing notice aloud.

Mayor Dodd asked if there was anyone present who wished to speak in favor of the CUP application.

Michael Mueller, applicant and owner of the parcel, spoke in favor. He indicated the CUP would allow him to operate an auto repair business. He stated the previous A-1 Agriculture zoning would be a detriment to any possible sale and that the parcel should not have been rezoned to the A-1 Agriculture zoning district in his estimation.

Mayor Dodd asked if there was anyone else present who wished to speak in favor or against the petition.

Mayor Dodd asked a third time, if there was anyone else present who wished to speak for or against the petition. Hearing none, Mayor Dodd declared the Public Hearing closed at 6:24 p.m.

**Regular Meeting - 6:30 p.m.**

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

Motion by Charles, second by Sulik to approve the minutes. Motion passed 5 to 0, with Dodd, Charles, Sulik, Zarecki and Zirbes voting yes on call of the roll. Miller and Tofson abstained

**3. Discussion and possible action on Mueller Auto Repair Conditional Use Permit parcel #102, 1425-1429 Hwy 33 E., City of Portage, Columbia County, Wisconsin.**

Director Sobiek presented his Staff report.

Motion by Charles, second by Tofson, to recommend approval of the Conditional Use permit to Mike and Carol Mueller, Parcel #102, to operate an auto repair business. Motion passed 6-1, with Dodd, Charles, Miller, Zirbes, Tofson and Zarecki voting yes, and Sulik voting no on a call of the roll.

**4. Discussion and Possible action of Columbia County Court House Renovation and Expansion Project.**

Ron Locast, Potter Lawson, briefly outlined the Columbia County Courthouse renovation and expansion project.

Administrator Murphy reviewed the site plan for the project and commented that the parking lot space count will increase from 142 off street parking stalls currently to 160 under the new plan, exceeding City Code requirements.

Director Sobiek reported that the landscaping plan submitted includes 300 points for the North Parking Lot, with 152 points required; 659 points for the Central Parking Lot, with 168 required; and 618 points for the South parking lot, with 168 points required. Total landscaping points submitted in the plan is 1,481, exceeding the 404 points required by Code. The plan includes a nice mix of perennials, shrubs, decorative grasses and trees, including Elm, Locust and Fir trees.

Tofson commented on the Conant Street parking lot configuration/egress. Locast stated that given the configuration of that parking lot it would be difficult to change.

Motion by Charles, second by Miller, to approve the Columbia County Court House renovation and expansion plan as submitted and presented. Motion passed 6 to 0 on call of the roll. Dodd, Charles, Sulik, Miller, Tofson, and Zarecki voted yes. Zirbes abstained.

**5. Discussion and possible action on CRABS Enterprises LLC Annexation Petition, Pre-Annexation Agreement, Site Plan, and Zoning Amendment Review.**

Administrator Murphy reviewed the Annexation Petition, Pre-Annexation Agreement, Zoning Map Amendment petition, CUP application, and Site Plan Concept.

Chair Dodd indicated that Commission action on the Pre-Annexation Agreement will be delayed until the November meeting due to changes that need to be made in the Agreement .

Administrator Murphy indicated one important change is to recraft potential action wording in the affirmative manner of 'may', instead of 'shall' so as not to bind future City Council's to the Agreement. Adding a stormwater management plan requirement on Page 5 is another needed change to be added to the Agreement. He also indicated that another property owner along the southern Highway 51/16 corridor indicated an interest in annexing to the city, but adjoining property owners were not inclined to annex to the city. Consequently, a direct parcel connection was not able to be achieved to make this additional parcel annexation possible.

Jeff Clark, Jim Grothman and Paul Breen reviewed the annexation documents, site plan and proposed CSM.

The annexation will allow CRABS Enterprises to sell, repair and auction RVs, tractors, boats, ATVs, and related sports machines.

Additionally, CRABS Enterprises has submitted a Zoning Amendment Application to rezone Lot 1 to B-4 General Business and Lot 2 to M-1 Industrial for Plan Commission review and establishment of a Public Hearing.

Lastly, CRABS Enterprises has submitted a site plan for review with the Zoning Amendment Application, outlining the parking lot areas, proposed indoor sales, repair and maintenance building,

Mr. Grothman reviewed the tree screening planned along the western lot line, as well existing trees screening along the southeastern lot line, indicating that that outdoor storage and some of the buildings would be effectively screened from visibility from the Highway 51/16 corridor.

Mr. Clark also indicated that a waiver to the City's opaque fence screening requirement will be sought due to the fact that the screening would not be necessary because of the tree screening, as well as the fact that the north lot line fronts the Canadian Pacific rail line.

Charles inquired when the new building would be constructed. Breen responded that the new building would most likely be built in about 2-3 years.

Miller inquired as to whether customers might want indoor boat storage as opposed to outdoor boat storage. Breen indicated that his new business would only offer outdoor boat storage

Sulik inquired if auto sales would be part of the new business. Breen responded that car sales would be included, but a relatively small part.

Miller asked what the number of employees would be at the new business. Breen responded that initial employment would be 5 employees with future employment estimated at 20-25 jobs.

Director Sobiek indicated Staff support for the annexation petition as it will facilitate growth of an exciting new business that promises to create new jobs and economic development.

Motion by Tofson, second by Charles, to recommend to the City Council approval of the Joint Annexation Petition, establish November 21 public hearings to consider the zoning map amendment and CUP application and the CUP, and approve the CSM and site plan.

Motion passed 7-0 on a call of the roll, with Dodd, Charles, Miller, Tofson, Sulik, Zarecki, and Zirbes, voting yes.

## **6. Discussion and possible action on Kasten Pre-Development Agreement .**

Administrator Murphy outlined and reviewed the Pre-Development Agreement (PDA) between the City and Gary Kasten.

He stated the City Council approved the the PDA last week with a purchase price that was communicated to Kasten's attorney.

Plan Commission should consider approving the PDA and transfer of City Property (parcels 3806, 2430.F2 & 3807.01(Brockley Parcel)) pending acceptance of the Council's purchase terms. The City Council is scheduled to consider the final resolution on the vacation of Skaters Way and Adams Street on October 27, 2016.

Motion by Charles, second by Miller, to approve recommendation of the Pre-Development Agreement between the City and Gary Kasten as drafted and presented, and to recommend the conveyance of land, parcels # 3806, #2430.F2, and #3807.01, to Gary Kasten as contained in the Pre-Development Agreement, contingent upon the terms being accepted by Gary Kasten. Motion passed 7 to 0 on call of the roll. Dodd, Charles, Sulik, Miller, Tofson, Zirbes and Zarecki voted yes.

## **7. Discussion and Possible Action on Encapsys Building Addition**

Director Sobiek reported that Encapsys has submitted plans for a 1,287 sf building addition to its Portage plant, including a site plan, foundation plan, floor plan, and building elevations.

The 31' 4' by 41' water building will be added to the north-west side of the current Portage plant with a separate west entrance as shown on the plans. The new addition will house a brine tank, 2 softener tanks, 2 wells, storage, and 2,791 and 4,700 gallon water tanks. No water cross connections were provided as this water building addition will simply treat water from the existing wells. No additional water usage or capacity is expected.

No new stormwater management plan was submitted with this building addition. Oscar Boldt Company indicates existing stormwater plans for the Portage plant, as included in the most recent 2015-16 expansion, will accommodate any increase in impervious surface.

No landscaping plan was submitted. City Code require 20 landscaping points per every 100 linear feet of building foundation, per M-2 Industrial zoning. The exterior linear footage of this addition is 72 linear feet. Encapsys has agreed to provide 20 landscaping points, specifically one medium tree planted in the nearby green space to meet this Code requirement.

The addition meets a setback and bulk requirements for the M-2 Industrial zoning.

Director Jahncke indicated he will verify that this building addition meets stormwater management requirements with the Encapsys plan submitted with their previous addition.

Chair Dodd inquired about recent complaints he has received regarding odor emanating from the company's Portage plant.

Director Sobiek indicated there is a protocol in place between the City and Encapsys officials at the Portage plant to investigate and determine the cause of any odor causing a complaint. He indicated Encapsys has been very cooperative in responding to odor complaints, and has installed new carbon filters this year to reduce odor and emissions.

Motion by Sulik, second by Tofson to approve the Encapsys water building addition as submitted, contingent upon the plan meeting stormwater management requirements per Encapsys' previous plan addition. Motion passed 7 to 0 on call of the roll. Dodd, Charles, Zirbes, Sulik, Miller, Tofson, and Zarecki voted yes.

**8. Discussion and possible action on proposed zoning ordinance changes to Sec 90-81 Nonconforming Uses and Sec 90-476 Zoning Permits.**

Director Sobiek reviewed the zoning ordinance changes regarding non-conforming use and zoning and occupancy permits, City Staff is recommending. These include:

**Sec 90-81 Nonconforming uses.** Amends the modification of a nonconforming use so that a nonconforming use shall not be changed to another nonconforming use unless 1.) the nonconforming use receives a variance to change to a more restrictive, nonconforming use, 2.) the property on which the non-conforming use exists successfully obtains a zoning amendment, or 3.) a Conditional Use permit is applicable

**Sec 90-476 Zoning Permits.** Specifically adds vacant land in R4, R5, B1, B2, B3, B4, M1, M2, and M3 zoning districts that is occupied, used or containing a building that is structurally altered, relocated, used or occupied, as requiring a zoning permit. In addition, requires that any new construction, addition, relocation or structural alteration a Zoning Permit issuance shall be preceded by Plan Commission approval (if required) of a site plan of the property and building.

Allows the zoning administrator's **designee** to also make an inspection of a premises or building, and the intended use, to determine whether the use or proposed use complies with the City's Zoning Code. Also, allows that no separate additional fee for a Zoning Permit is required if a Zoning Permit is submitted in conjunction with a Building Permit.

Administrator Murphy indicated that if the Commission had a comfort level with the recommend zoning ordinance changes as outlined, a public hearing would be scheduled for the Commission's November 21 meeting.

## 9. **Review of Commissioner's Top 5 Comprehensive Plan Priority Items**

Director Jahncke reviewed the Commissioner's top priorities for the Comprehensive Plan Update that were recently forwarded to him. These included, by theme:

- Pedestrian and Bike - 7
- Extraterritorial Planning - 6
- Marketing Tourism Business and City - 4
- Stormwater Management - 4
- Economic Planning - 3
- Canal - 3
- Revitalization - 2
- Capital Plan - 1

Chair Dodd commented that it was positive that extraterritorial planning was high on the Commission's priority list because of the importance of this item to the city's growth and tax base. Pedestrian He also indicated

that the RFP for updating the Comprehensive Plan would be forthcoming in 2017-2018.

Miller commented that because of the City's many infrastructure needs, and the magnitude of these expenditures, the Commission should consider infrastructure funding options in the updated Comprehensive Plan as well.

Chair Dodd indicated that infrastructure grants should be included as well, including those funding replacement of lead laterals, and 'Safe Routes to School' grants. He also inquired as to whether an additional funding option might be to put these expenditures on a public referendum for approval.

Administrator Murphy stated the City takes an incremental approach to Capital spending so that there is a balanced load on taxpayers as opposed to saddling large infrastructure debt on one set of taxpayers.

Tofson stated his support for infrastructure items, as well as action items to grow and attract residents to the city, reduce or eliminate heavy truck traffic through downtown. He added that emphasis should be placed on what new innovative programs and strategies other cities are doing to address these issues.

Director Jahncke indicated that once the new list of top priorities are reconfirmed by the Plan Commission, the Comprehensive Plan update will go out for RFP.

**10. Adjournment.**

Motion by Charles, second by Dodd, to adjourn the meeting. Motion passed 7 to 0 on call of the roll. Dodd, Charles, Sulik, Miller, Tofson, Zirbes, and Zarecki voted yes.

The meeting concluded at 7:47 p.m.

Respectfully submitted

Steven Sobiek,  
Director, Business Development and Planning

Date Approved: \_\_\_\_\_

**City of Portage  
Airport Commission  
October 19, 2016, 7:00 p.m.  
City Municipal Building, 115 West Pleasant Street  
Conference Room One  
Minutes**

**Members present:** Rita Maass, Chairperson; Jeffrey Monfort, Barry Erath, William Kutzke, Dan Huebner

**Member excused:** David Tesch

**Others present:** Director Jahncke, and Bill Welsh (Cable TV), Brad Volker and Brian Chapman from Cooper Engineering.

**1. Roll Call**

Meeting called to order at 7:00 pm by chairperson Maass

**2. Approval of minutes from August 17, 2016**

Motion by Kutzke, second by Monfort to approve the minutes. Motion passed 4 to 0 on the call of roll. Huebner Abstained

**3. Discussion and action on the city owned parcels surrounding the airport.**

Maass: Reviewed the meeting with the BOA.

Jahncke: Reviewed his memo and answered questions.

Maass: Wants to include 1,2,3,4, & 10 as aeronautically obligated 5, 6 as future airport property, and 7 and 8 as future airport property.

Jahncke: We need a clear and concise recommendation to planning commission.

Maass: Airport Commission has dragged our feet long enough.

Huebner and Monfort: Want to include as much as possible and let planning commission decide otherwise the airport will never move forward.

Motion by Huebner to include Parcels 1,2,3,5,7,8,and ROW 10 as aeronautically obligated property, subject to the life estate for properties 7 and 8 and subject to Park and Recreation vacating the property 5 in 2022. As numbered on the attached map. Second by Monfort.

. Pass 5-0 on a call of roll.

#### **4. Discussion and possible action on the survey proposals from the BOA's RFP.**

Poppy: We should treat this as an Aviation project and would like to recommend Cooper as one of the top three.

Jahncke: It is important to have someone with Aviation experience with a surveyor and engineer on-staff.

Erath: To Cooper engineering what should we look at that we are not looking at currently.

Volker: It is not uncommon for airports like you to be boxed in.

Maass: No new airports are being built but now we need to make this airport safer.

Volker: The BOA is good with working with airports to meet goals. Not surprised that we lost our night approaches but many airports have lost their night approaches.

Kutzke: Sterile filings from some of the firms. Cooper and Strand had the two best proposals in his opinion. And he would include Grothman.

Poppy: MSA did the survey and environmental for site selection on the new airport location.

Erath: Aviation experience is key and he respects Grothman land surveying.

Huebner: Cooper Engineering, Grothman, and Ayres would be his three choices.

Kutzke: Strand has general aviation experience and Ayres does larger airports.

Maass: Cooper, Strand, and Grothman are her top 3.

Monfort: Cooper is his top choice.

Erath: Cooper, Strand and Omni.

Motion by Kutzke in no order for the top 3 consulting firms Cooper, Grothman, and Strand, second by Huebner.

Pass 5-0 on a call of roll

**5. Discussion and possible action on the 2017 operating budget.**

Jahncke: Presented his memo

Motion by Kutzke to approve the budget as presented. Seconded by Monfort

Pass 5-0 on a call of roll.

**6. Discussion and action on the Resolution for Fred Langbecker.**

Motion by Huebner to approve the Resolution, second by Erath to. Pass 5-0 on a call of roll.

**Motion by Rita to approve second by Huebner**

**7. Reports**

**a. Director Public Works' report**

None

**b. Manager's report**

Attached

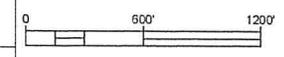
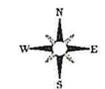
**8. Adjournment**

Motion by Huebner and second by Erath. Motion passed. The meeting adjourned at 9:03 p.m.

Aaron J. Jahncke, Director of Public Works

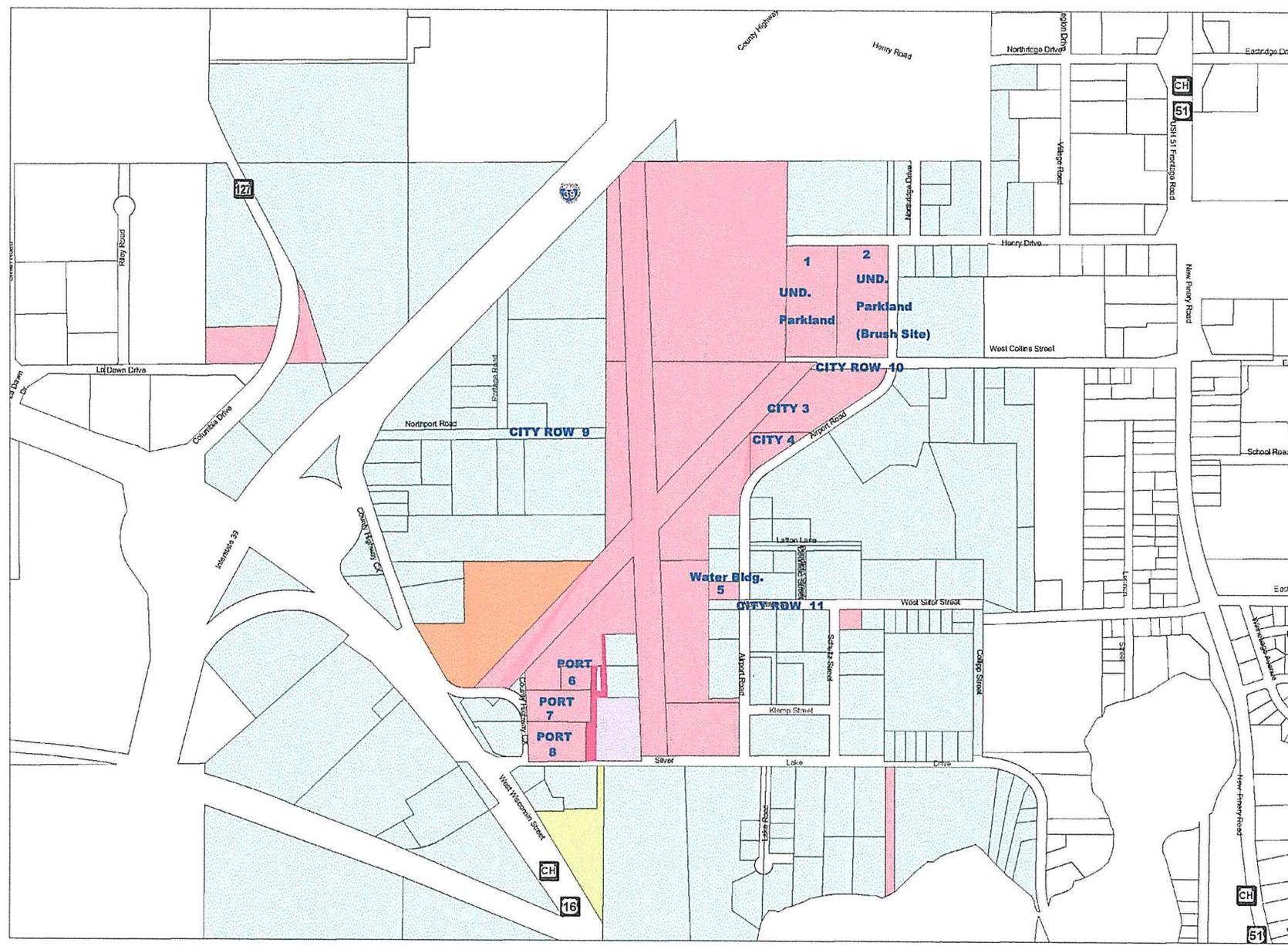
Date Approved:

**City of Portage**  
 Parcels Surrounding  
 The Portage Airport  
 April 12, 2016



**LEGEND**

	ROW Easement
	State of Wisconsin
	City of Portage
	Portage Airport Property, LLC
	Columbia County
	Private Property
	Parcel Data (02-2016)



**Operator's Regular (Bartender)**

DAMIEN G. BRENNER-MUNDT

MARIE E. KNUDTSON

ELLEN A. MAGLI

KIMBERLY C.R. SCHONENBERG

DAWN M. SPLITTGERBER

MOLLY A. WILKIE

**Taxi Cab Operator**

WILL K. TROJANOWSKI

### Summary of Proposed Changes

*This ordinance clarifies as to when an Occupancy Permit is required. Specifically, this Ordinance requires an Occupancy Permit and inspection for fire code compliance after new commercial and multi-family construction or upon changes in use thereof. Additionally, it requires annual inspections to maintain the Occupancy Permit. Also, this ordinance abolishes the automatic fire sprinkler variance committee. The State adopted the Uniform Commercial Building Code(UCBC) which prohibits municipalities from establishing any requirements or standards for commercial buildings that do not strictly conform to the UCBC. The City abolished local fire prevention requirements that differed from the UCBC including automatic sprinkler requirements, which in turn eliminated the need for a variance committee.*

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## ORDINANCE NO. 16-012

### ORDINANCE RELATIVE TO FIRE PREVENTION and PROTECTION

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#### SECTION I

#### Chapter 30, Article III, DIVISION 2. REGULATIONS

The following section shall be repealed and recreated as follows:

#### **Sec. 30-82. - Occupancy permit and inspection.**

- (a) *Permit required.* An occupancy permit and inspection is required after construction, prior to occupancy, for any commercial, industrial or institutional building and/or three or more family residential dwellings with new construction or upon change of use in existing buildings. This permit shall be in addition to and separate from a Zoning Permit as required in Section 90-476.
- (b) *Administration.* The fire department shall make a preliminary review of the application plans. Within seven (7) working days after receipt of the application, the fire department shall review the application and notify the owner of concerns that need to be addressed during construction. A fee shall be charged, as set by common council, for the initial permit and inspection as required in Section 30-82(a). Subsequent annual inspections for fire code compliance shall be required to maintain the Occupancy permit for commercial and three or more family residential dwellings thereafter with no additional fee.
- (c) *Inspection prior to occupancy.* The fire department shall inspect property to ensure compliance to fire prevention codes and ordinances only. At that time, the fire department shall authorize the issuance or refusal of an occupancy permit.
- (d) *Annual Inspection.* Per Chap. 101.14, Wis. Stats. subsequent annual inspections shall be made by the Fire Inspector for a permit to remain valid. Failure to allow Fire Inspector to conduct subsequent annual inspections or comply with findings of such inspections may cause the Occupancy Permit to be revoked per Section 30-83(d)
- (e) *Issuance and revocation of permit.*

- (1) Commercial buildings and/or three or more family residential dwellings with new construction or a change of use shall not be occupied or otherwise used prior to the issuance of an occupancy permit. Such permit shall be in writing and shall state the type of use which is permitted.
- (2) The permit may be revoked at the discretion of the fire department, upon 30 days' notice to the user or occupant of the building. The revocation of an occupancy permit shall not prevent such use of the building as was permissible prior to the issuance of such permit unless alterations have been made therein which increase the fire hazard or impair the safety or health conditions pertaining to such building.

## **SECTION II**

### **Chapter 30, Article V, DIVISION 2. AUTOMATIC FIRE SPRINKLER SYSTEMS**

This section shall be repealed in its entirety:

All other sections shall remain as previously adopted.

This Ordinance shall take effect upon passage and publication thereof.

Passed this \_\_\_\_\_th day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Rick Dodd, Mayor

Attest:

\_\_\_\_\_  
Marie A. Moe, WCPC, MMC, City Clerk

First reading:

Second reading:

Ordinance requested by:  
Legislative and Regulatory Committee

Summary of Proposed Changes

Wisconsin Act 286, adopted in March, 2016 prohibited municipalities from granting any refunds, rebates, tax credits, or other compensation to offset the initial \$10,000 cost of a Reserve "Class B" alcohol license. This ordinance repeals the City's process to refund up to \$9500 to an applicant in the form of an economic development grant.

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**ORDINANCE NO. 16-015**

**ORDINANCE RELATIVE TO BUSINESS LICENSES**

**Chapter 14, Article II Alcoholic Beverages**

*The following Section is hereby repealed in its entirety:*

**Sec. 14-52. Classes of licenses.**

(h) *Reserve "Class B" retailer's license.*

*The following Sections are hereby repealed and recreated as follows:*

**Sec. 14-56. – Granting of a License.**

- (a) Opportunity shall be given by the common council to any person to be heard for or against the granting of any license. Upon the approval of the applicant by the common council, the city clerk shall issue to the applicant a license, upon payment by the applicant of the license fee to the city. The fee for a license for less than 12 months shall be prorated according to the number of months or fraction thereof for which the license is issued.
- (b) If the common council denies the license, the applicant shall be notified in writing, by registered mail or personal service, of the reasons for the denial. The notice shall also inform the applicant of the opportunity to appear before the common council and to provide evidence as to why the denial should be reversed. In addition, the notice shall inform the applicant that the reconsideration of the application shall be held in closed session, pursuant to Wis. Stats. § 19.85(1)(b), unless the applicant requests such reconsideration be held in open session and the common council consents to the request. Such written notice shall be mailed or served upon the applicant at least ten days prior to the common council meeting at which the application is to be reconsidered.

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

Passed this \_\_\_\_\_th day of \_\_\_\_\_, 2016.

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Rick Dodd, Mayor

Attest:

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Marie A. Moe, WCPC, MMC, City Clerk

First and second readings:

Published:

Ordinance requested by:

Legislative and Regulatory Committee

Draft

**RESOLUTION NO. 16-047**

**FINAL RESOLUTION RELATIVE TO DISCONTINUANCE OF THAT PORTION OF ADAMS STREET LYING NORTH OF EAST ALBERT STREET AND SOUTH OF EAST HAERTEL STREET (AS RELOCATED) IN THE CITY OF PORTAGE, COLUMBIA COUNTY, WISCONSIN, PURSUANT TO WIS. STAT. §66.1003**

**WHEREAS**, the City of Portage has received a request to discontinue and vacate the Street set forth as follows: that portion of Adams Street lying north of East Albert Street and South of East Haertel Street (as relocated) in the City of Portage, Columbia County, Wisconsin, as more particularly described in Exhibit A; and

**WHEREAS**, pursuant to Section 66.1003 of Wisconsin Statutes, the Common Council initiated proceedings on September 8, 2016 at a meeting of the Common Council, to discontinue that portion of Adams Street; and

**WHEREAS**, a public hearing on the passage of such resolution was set by the Common Council, which hearing was scheduled for October 27th, 2016 at 6:50 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 sought to be discontinued as provided by law; and

**WHEREAS**, the City Council held the public hearing pursuant to the 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**, a public easement for sewer and water utilities, as shown on the attached Vacation Exhibit (Exhibit B), shall be granted by the new owners of

the land to be vacated to the City of Portage, as a condition of the discontinuance.

**NOW THEREFORE IT IS HEREBY RESOLVED** by the Common Council of the City of Portage that the portion of Adams Street as described in Exhibit A is hereby vacated and discontinued, provided that a grant of easement is made by the new owners of the vacated land to the City of Portage pursuant to Exhibit B, and that pursuant to Section 66.1005 Wisconsin Statutes such discontinuance shall not terminate any other easements acquired or rights of the public in any of the underground structures, improvements or services as enumerated or otherwise existing in the public way, but such easements and rights and all rights of entrance, maintenance, construction and repair shall continue as if such public way had not been discontinued.

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

**DATED** this 27<sup>th</sup> day of October, 2016.

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Rick Dodd, Mayor

Attest:

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Marie A. Moe, WCPC/MMC, City Clerk

Resolution requested by:  
Plan Commission

## **EXHIBIT A**

### **Portion of Adams Street Right-of-way to be vacated:**

Being part of the Southwest Quarter of the Northwest Quarter of Section 5 and a part of the Southeast Quarter of the Northeast Quarter Section 6 all in Town 12 North, Range 9 East, City of Portage, Columbia County, Wisconsin, described as follows:

Beginning at the Southwest corner of Lot 1, Certified Survey Map, No. 2921, said point being in the North right-of-way of East Albert Street and East right-of-way line of Adams Street;

thence North  $80^{\circ}03'39''$  West, 88.40 feet to a point in the West right-of-way line of Adams Street;

thence North  $33^{\circ}00'10''$  West along the West right-of-way line of Adams Street, 331.49 feet;

thence North  $00^{\circ}18'44''$  East along the West right-of-way line of Adams Street, 99.55 feet to a point in the South right-of-way line of previously vacated Adams Street;

thence North  $88^{\circ}42'25''$  East along the South right-of-way line of previously vacated Adams Street, 66.03 feet to a point in the East right-of-way line of Adams Street;

thence South  $00^{\circ}18'44''$  West along the East right-of-way line of Adams Street, 85.72 feet;

thence South  $33^{\circ}09'00''$  East along the East right-of-way line of Adams Street, 368.56 feet to the point of beginning.



**CITY OF PORTAGE**

**RESOLUTION NO. 16-048**

**A resolution proposing to discontinue Skaters Way, a portion of Adams Street and a portion of East Haertel Street (as relocated) in the City of Portage, Columbia County, Wisconsin, pursuant to Wis. Stat. § 66.1003.**

**WHEREAS**, the Common Council of the City of Portage believes the public interest may be served by discontinuing Skaters Way, a portion of Adams Street and a portion of East Haertel Street (as relocated) in the City of Portage, Columbia County, Wisconsin. A legal description of the subject parcel is attached as Exhibit A. A map of the subject parcel is attached as Exhibit B, which shows the location of Skaters Way, that portion of Adams Street and that portion of East Haertel Street (as relocated) to be discontinued; and

**WHEREAS**, the subject parcel was dedicated as and for a public street and right-of-way; and

**WHEREAS**, the adjacent landowner that uses the subject parcel for access has requested that the street be discontinued; and

**WHEREAS**, the parcels abutting the subject parcel will continue to have direct access onto a public street, and is not dependent upon Skaters Way, that portion of Adams Street or that portion of East Haertel Street (as relocated) to be discontinued for direct access onto a public way, and will not be landlocked as a result of the discontinuance; and

**WHEREAS**, discontinuance of the subject parcel will terminate all responsibility of the City of Portage for maintenance, repair, and liability with respect to its possible use by the public; and

**WHEREAS**, the City Plan Commission on June 20, 2016 moved and recommended that the subject parcel be discontinued; and

**WHEREAS**, pursuant to Wis. Stat. §66.1005(1), the City's easement rights related to utilities located in the subject parcel shall remain in the event of discontinuance of the right-of-way; and

**WHEREAS**, pursuant to Wis. Stat. §840.11, a lis pendens containing a map and description of the subject parcel was filed in the Columbia County Register of Deeds Office on October 24, 2016 at 11:17:37 a.m. as Document No. 886090; and

**WHEREAS**, the Common Council believes the public interest may require vacating and discontinuing the subject parcel as it serves no public purpose and is not a through street and thoroughfare, 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 owner;

**NOW, THEREFORE**, the Common Council of the City of Portage does hereby resolve as follows:

1. That on December 8, 2016 the Common Council of the City of Portage shall meet to consider and conduct a public hearing on the passage of a resolution declaring the public interest requires that a notice of public hearing the proposed discontinuance of the subject parcel.

2. That the Clerk of the City of Portage be authorized and directed to personally serve the notice of said public hearing upon all of the owners of the land abutting those portions of Skaters Way, Adams Street and East Haertel Street to be discontinued, and any other parties required to be served under Wis. Stat. §66.1003.

3. That the Clerk is further authorized and directed to publish a Class 3 notice of said public hearing, pursuant to Wis. Stat. §66.1003(4)(b) and (8)(b).

**DATED** this 27<sup>th</sup> day of October, 2016.

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Rick Dodd, Mayor

Attest:

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Marie A. Moe, WCPC, MMC, City Clerk

Resolution requested by:  
Plan Commission

## **EXHIBIT A**

### **Portion of Skaters Way, Adams Street and E. Haertel Street (as relocated) Right-of-way to be vacated:**

Being part of Government Lot 7 and the Southeast Quarter of the Northeast Quarter of Section 6, Town 12 North, Range 9 East, City of Portage, Columbia County, Wisconsin, described as follows:

Commencing at the Northeast corner of Section 6;

thence South  $01^{\circ}10'33''$  West along the East line of the Northeast Quarter of said Section 6, 1,598.10 feet to a point in the North right-of-way line of Skater's Way and the point of beginning;

thence continuing South  $01^{\circ}10'33''$  West along the East line of the Northeast Quarter of said Section 6, 64.73 feet to a point in the South right-of-way line of Skater's Way;

thence South  $66^{\circ}29'36''$  West along the South right-of-way line of Skater's Way, 66.26 feet;

thence South  $23^{\circ}29'06''$  East, 88.81 feet;

thence South  $82^{\circ}34'31''$  West, 34.44 feet;

thence Northwesterly along 342.00 foot radius curve to the left having a central angle of  $33^{\circ}51'48''$  and whose long chord bears North  $69^{\circ}35'22''$  West, 199.20 feet;

thence North  $66^{\circ}30'47''$  East along the North right-of-way line of Skater's Way, 269.91 feet to the point of beginning.



**RESOLUTION NO. 16-049**

**FINAL RESOLUTION RELATIVE TO DISCONTINUING THAT PORTION OF HURON STREET LYING BETWEEN TOWNSEND STREET AND COIT STREET, THAT PORTION OF ERIE STREET LYING BETWEEN TOWNSEND STREET AND COIT STREET, AND THE PUBLIC ALLEYS LOCATED IN BLOCK 54, BLOCK 47 AND BLOCK 22 OF WEBB AND BRONSON'S PLAT**

**WHEREAS**, the City of Portage has received a request to discontinue and vacate that portion of Huron Street lying between Townsend Street and Coit Street, that portion of Erie Street lying between Townsend Street and Coit Street, and the public alleys located in Block 54, Block 47 and Block 22 of Webb and Bronson's Plat of the Town of Fort Winnebago, now the City of Portage, Columbia County, Wisconsin;

**WHEREAS**, the subject parcel was dedicated as and for public streets, alleys and right-of-way several years ago; and

**WHEREAS**, the parcels abutting the subject parcel continue to have direct access onto a public street and are not dependent upon the portion of Huron Street or Erie Street to be discontinued for direct access onto a public way, and will not be landlocked as a result of the discontinuance; and

**WHEREAS**, discontinuance of the subject parcel will terminate all responsibility of the City of Portage for maintenance, repair, and liability with respect to its possible use by the public; and

**WHEREAS**, pursuant to Wis. Stat. §66.1005(1), the City's easement rights related to utilities located in the subject parcel shall remain in the event of discontinuance of the right-of-way; and

**WHEREAS**, pursuant to Section 66.1003 of Wisconsin Statutes, the Common Council initiated proceedings on September 8, 2016 at a meeting of the Common Council, to discontinue that portion of Huron Street lying between Townsend Street and Coit Street, that portion of Erie Street lying between Townsend Street and Coit Street, and the public alleys located in Block 54, Block 47 and Block 22 of Webb and Bronson's Plat of the Town of Fort Winnebago, now the City of Portage, Columbia County, Wisconsin; and

**WHEREAS**, a public hearing on the passage of such resolution was set by the Common Council, which hearing was scheduled for October 27<sup>th</sup>, 2016 at 6:50 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 sought to be discontinued as provided by law; and

**WHEREAS**, the City Council held the public hearing pursuant to the 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**, an amendment to perpetual easement for sanitary sewer shall be signed by the new owner of the land to be vacated and the City of Portage, and this amendment shall contain a grant of easement for sanitary sewer to the City of Portage, immediately following the discontinuance.

**NOW THEREFORE IT IS HEREBY RESOLVED** by the Common Council of the City of Portage that the portion of Huron Street lying between Townsend Street and Coit Street, the portion of Erie Street lying between Townsend Street and Coit Street, and the public alleys located in Block 54, Block 47 and Block 22

of Webb and Bronson's Plat of the Town of Fort Winnebago, now the City of Portage, Columbia County, Wisconsin, set forth above is hereby vacated and discontinued, and that pursuant to Section 66.1005 Wisconsin Statutes such discontinuance shall not terminate any other easements acquired or rights of the public in any of the underground structures, improvements or services as enumerated or otherwise existing in the public way, but such easements and rights and all rights of entrance, maintenance, construction and repair shall continue as if such public way had not been discontinued.

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

**DATED** this 27<sup>th</sup> day of October, 2016.

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Rick Dodd, Mayor

Attest:

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Marie A. Moe, WCPC/MMC, City Clerk

Resolution requested by:  
Plan Commission

**RESOLUTION NO. 16-050**

**FINAL RESOLUTION RELATIVE TO DISCONTINUANCE OF A PUBLIC ALLEY IN BLOCK 239 OF J.J. GUPPEY'S PLAT (ALLEY NO. 81 CLARK – DEWITT)**

**WHEREAS**, the City of Portage has received a request to discontinue and vacate the public alley being part of Block 239 of J.J. Guppey's Plat of the Town of Portage City, City of Portage, Columbia County, Wisconsin, more particularly described in the attached Exhibit A; and

**WHEREAS**, pursuant to Section 66.1003 of Wisconsin Statutes, the Common Council initiated proceedings on September 8, 2016 at a meeting of the Common Council, to discontinue said public alley; and

**WHEREAS**, a public hearing on the passage of such resolution was set by the Common Council, which hearing was scheduled for October 27, 2016 at 6:50 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 those portions sought to be discontinued as provided by law; and

**WHEREAS**, the City Council held the public hearing pursuant to the 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

**NOW THEREFORE IT IS HEREBY RESOLVED** by the Common Council of the City of Portage that the alley set forth above is hereby vacated and discontinued, and that pursuant to Section 66.1005 Wisconsin Statutes such discontinuance shall not terminate any other easements acquired or rights of the public in any of the underground structures, improvements or services as

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

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

**DATED** this 27<sup>th</sup> day of October, 2016.

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Rick Dodd, Mayor

Attest:

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Marie A. Moe, WCPC/MMC, City Clerk

Resolution requested by:  
Plan Commission

## **EXHIBIT A**

### **Public Alley to be vacated:**

Being the alley in Block 239 J.J. Guppy's Plat of the Town of Portage City, located in the Southwest Quarter of the Southwest Quarter and Government Lot 3, Section 5, Town 12 North, Range 9 East, City of Portage, Columbia County, Wisconsin, described as follows:

Beginning at the Southwest corner of Lot 6, Block 239, J.J. Guppy's Plat of the Town of Portage City;

thence North  $69^{\circ}52'58''$  East along the South line of Lots 2, 3, 4, 5 and 6, Block 239, J.J. Guppy's Plat of the Town of Portage City, 329.02 feet to the Southeast corner of said Lot 2, said point also being in the West right-of-way line of Dewitt Street;

thence South  $31^{\circ}36'37''$  East along the West right-of-way line of Dewitt Street, 20.40 feet to the Northeast corner of Lot 11, Block 239, J.J. Guppy's Plat of the Town of Portage City;

thence South  $69^{\circ}52'58''$  West along the North line of Lots, 7, 8, 9, 10 and 11, Block 239, J.J. Guppy's Plat of the Town of Portage City, 332.66 feet to the Northwest corner of said Lot 7, said point also being in the East right-of-way line of Clark Street;

thence North  $21^{\circ}20'27''$  West along the East right-of-way line of Clark Street, 20.00 feet to the point of beginning;

**RESOLUTION NO. 16-051**

**FINAL RESOLUTION RELATIVE TO DISCONTINUANCE OF A PUBLIC ALLEY IN BLOCK 138 OF WEBB AND BRONSON'S PLAT (UNIMPROVED ALLEY FROM FROM THOMPSON STREET TO EAST MULLETT STREET)**

**WHEREAS**, the City of Portage has received a request to discontinue and vacate the public alley being part of Block 138 of Webb and Bronson's Plat, more particularly described in the attached Exhibit A; and

**WHEREAS**, pursuant to Section 66.1003 of Wisconsin Statutes, the Common Council initiated proceedings on September 8, 2016 at a meeting of the Common Council, to discontinue said public alley; and

**WHEREAS**, a public hearing on the passage of such resolution was set by the Common Council, which hearing was scheduled for October 27, 2016 at 6:50 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 those portions sought to be discontinued as provided by law; and

**WHEREAS**, the City Council held the public hearing pursuant to the 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

**NOW THEREFORE IT IS HEREBY RESOLVED** by the Common Council of the City of Portage that the alley set forth above is hereby vacated and discontinued, and that pursuant to Section 66.1005 Wisconsin Statutes such discontinuance shall not terminate any other easements acquired or rights of the public in any of the underground structures, improvements or services as enumerated or otherwise existing in the public way, but such easements and

rights and all rights of entrance, maintenance, construction and repair shall continue as if such public way had not been discontinued.

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

**DATED** this 27<sup>th</sup> day of October, 2016.

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Rick Dodd, Mayor

Attest:

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Marie A. Moe, WCPC/MMC, City Clerk

Resolution requested by:  
Plan Commission

## **EXHIBIT A**

### **Public Alley to be vacated:**

Being the alley located in Block 138, Webb and Bronson's Plat of the Town of Fort Winnebago, located in Grignon Claim Number 21, Section 8, Town 12 North, Range 9 East, City of Portage, Columbia County, Wisconsin, described as follows:

Commencing at the Southeast corner of Lot 7, Block 138, Webb and Bronson's Plat of the Town of Fort Winnebago;

thence North  $65^{\circ}10'20''$  West along the South line of said Lot 7, 150.00 feet to the Southwest corner of said Lot 7, said point being in the East line of a public alley and the point of beginning;

thence continuing North  $65^{\circ}10'20''$  West along the South line of said alley, 25.00 feet to the Southeast corner of Lot 6, Block 138, Webb and Bronson's Plat of the Town of Fort Winnebago, said point also being in the West line of said alley.

thence North  $24^{\circ}46'58''$  East along the East line of Lots 5 and 6, Block 138, Webb and Bronson's Plat of the Town of Fort Winnebago and the West line of said alley, 126.00 feet to a point in the Southerly right-of-way line of Mullett Street;

thence North  $57^{\circ}43'49''$  East along the Southerly right-of-way line of Mullett Street and the Northerly line of said alley, 45.97 feet to a point in the East line of said alley, said point also being in the West line of Lot 9, Block 138, Webb and Bronson's Plat of the Town of Fort Winnebago;

thence South  $24^{\circ}46'58''$  West along the East line of said alley and the West line of Lots 7, 8 and 9, Block 138, Webb and Bronson's Plat of the Town of Fort Winnebago, 164.59 feet to the point of beginning;

**RESOLUTION NO. 16-052**

**RESOLUTION REQUIRING THE REPAIR OF THE AT GRADE CROSSING AT WAUONA TRAIL IN THE CITY OF PORTAGE, WI**

**WHEREAS**, Wauona Trail, a public street in Portage, WI crosses the tracks of the Canadian Pacific at-grade, and

**WHEREAS**, section 86.12 of the Wisconsin statutes requires railroads to maintain public at-grade crossings is in good condition and repair for public travel, and

**WHEREAS**, there are two crossings in this location one that contains three sets of tracks and a spur section that contains two sets of tracks, and

**WHEREAS**, the Wauona Trail crossing in both locations is not in good condition and needs to be repair for public travel that include, but are not limited to, missing and broken ties, differentials in pavement greater than two inches from pavement to rails or ties to pavement, and deteriorating asphalt between the tracks in these sections, and

**WHEREAS**, Portage, WI hereby requires that Canadian Pacific pave, plank, repair, change or otherwise improve the crossing, as the needs require and

**NOW, THEREFORE, BE IT RESOLVED**, that the Common Council hereby directs the Director of Public Works to serve a copy of this resolution upon Canadian Pacific requiring the railroad to repair the rail crossing at Wauona Trail with the tracks of Canadian Pacific in Portage, Columbia County, WI.

**NOW, THEREFORE, BE IT FURTHER RESOLVED**, that in the event that Canadian Pacific fails to repair the rail-highway crossing within 30 days after service of the resolution, the Common Council of Portage, WI hereby directs the Director of Public Works to take all necessary steps to petition the Office of the Commissioner of Railroads for an investigation and order for the repair of the rail-highway crossing of Wauona Trail with the tracks of Canadian Pacific in Portage, Columbia County, WI.

**DATED** this 27th day of October, 2016

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Rick Dodd, Mayor

Attest:

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Marie A. Moe, WCPC, MMC, City Clerk

Resolution recommended by:  
Common Council

## RESOLUTION NO. 16-053

### FINAL AMENDED RESOLUTION AUTHORIZING PUBLIC IMPROVEMENT AND LEVYING SPECIAL ASSESSMENTS AGAINST BENEFITED PROPERTY IN PORTAGE, WISCONSIN (2016 Alley Reconstruction)

**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 6:55 p.m. on June 9, 2016, for the purpose of hearing all interested persons concerning the final resolution and report of the City Engineer on the proposed public improvements consisting of alley improvements on:

**Alley No. 9 between Franklin Street and Carroll Street from Pierce Street to 340 feet west**

**Alley No. 30 between East Howard Street and East Pleasant Street from Adams Street to Dewitt Street**

**Alley No. 50 between East Conant Street and East Cook Street from Jackson St. to Hamilton Street**

**Alley No. 54 between West Cook Street and West Edgewater Street from MacFarlane Road to Dunn Street**

#### IN PORTAGE, WISCONSIN

**WHEREAS**, this Resolution is a supplement to the Final Resolution Authorizing Public Improvement and Levying Special Assessments Against Benefitted Property in Portage, Wisconsin (2016 Alley Reconstruction), Resolution No. 16-034, adopted by the Common Council June 9, 2016.

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

1. The report of the City Engineer is attached to the Final Resolution dated June 9, 2016, including the plans and specifications, the final amended assessment which is attached 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 for construction costs totaling \$300.00 or less shall be paid in full within 60 days of being invoiced.

Construction costs greater than \$300 but less than \$1500, the property owner shall be invoiced the full amount and have the option of paying the balance in full or placing the amount on the property tax bills with the principal balance being collected in three (3) annual installments plus interest. The City shall charge interest annually on the unpaid

balance for a rate that equivalent to the average true interest rate on the most recent General Obligation debt issuance plus 1%. The interest rate will be fixed for the term of repayment based on the year borrowed for the specific project. Balances may be paid in full at any time with interest prorated.

Construction costs greater than \$1500, the property owner shall be invoiced the full amount and have the option of paying the balance in full or placing the amount on the property tax bills with the principal balance being collected in five (5) annual installments plus interest. The City shall charge interest annually on the unpaid balance for a rate that equivalent to the average true interest rate on the most recent General Obligation debt issuance plus 1%. The interest rate will be fixed for the term of repayment based on the year borrowed for the specific project. Balances may be paid in full at any time with interest prorated.

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 27th day of October, 2016.

\_\_\_\_\_  
Rick Dodd, Mayor

Attest:

\_\_\_\_\_  
Marie A. Moe, WCPC, MMC, City Clerk

Resolution recommended by:  
City Engineer

City of Portage, WI  
2016 Alley Resurfacing Project  
Final Amended Assessment Roll

City of Portage - 16-455A01; 2016 Alley Resurfacing #9, #30, #50 & #54

Created 10/21/16

Parcel No.	Property Owner	Street Number	Street Address	Alley ID #	Property Owner Mailing Address	City	State	Zip Code	Assessible Alley Length (FT)	Total SV/Property	Asphalt & CABC Cost per SY	Total Assessment @1.50%
11271-1561	Anacker, David D	602	W. Franklin	9	602 W Franklin St	Portage	WI	53901	53.50	47.56	\$28.49	\$677.43
11271-1562	Bublitz, Robin L	610	W. Franklin	9	610 W Franklin Street	Portage	WI	53901	53.50	47.56	\$28.49	\$677.43
11271-1563	Moozt, Theodore J; Saeger, Tammy S	612	W. Franklin	9	612 W Franklin St	Portage	WI	53901	53.50	47.56	\$28.49	\$677.43
11271-1564	Nelson, Julie A; Nelson, Michael W	618	W. Franklin	9	618 W Franklin St	Portage	WI	53901	53.50	47.56	\$28.49	\$677.43
11271-1565	Dombeck, Danice	620	W. Franklin	9	204 10th Street Circle	Prairie Du Sac	WI	53578	0.00	0.00	\$28.49	\$0.00
11271-1570	Presbyterian Church	601	W. Carroll St.	9	120 W Pleasant Street	Portage	WI	53901	53.50	47.56	\$28.49	\$677.43
11271-1569	Zuzunaga Living Trust dated 9/2/2009	605	W. Carroll St.	9	N6241 County Road W	Portage	WI	53901	53.50	47.56	\$28.49	\$677.43
11271-1569 A	Bauch, Ralph H	609	W. Carroll St.	9	W10596 Rowley Rd	Portage	WI	53901	53.50	47.56	\$28.49	\$677.43
11271-1568	Griepentrog, Patricia	631	W. Carroll St.	9	N9076 Graack Road	Portage	WI	53901	53.50	47.56	\$28.49	\$677.43
11271-1567	Raimer, Marie L; Raimer, Timothy A	701	W. Carroll St.	9	701 W Carroll St	Portage	WI	53901	0.00	0.00	\$28.49	\$677.43
11271-1566	Podrasky, Gordon E; Podrasky, Shirley	703	W. Carroll St.	9	703 W Carroll St	Portage	WI	53901	0.00	0.00	\$452.00	\$0.00
11271-702	Aldridge, Michelle D; Aldridge, Steven J	513	DeWitt St.	30	N6999 Donlin Drive	Pardesville	WI	53954	65.50	69.14	\$28.49	\$984.88
11271-701	Boyce, Benjamin M	108	E. Howard St.	30	108 E Howard Street	Portage	WI	53901	63.50	67.03	\$28.49	\$954.81
11271-700	Jensen, Nick D; Schultz, Darcy L	110	E. Howard St.	30	110 E Howard St	Portage	WI	53901	50.00	52.78	\$28.49	\$751.82
11271-699	Hetherington, Grant D; Warnke, Monique E	114	E. Howard St.	30	6596 Chestnut Circle	Windsor	WI	53598	61.00	64.39	\$28.49	\$917.22
11271-698	Smith, Sherri L	116	E. Howard St.	30	116 E Howard Street	Portage	WI	53901	42.00	44.33	\$28.49	\$631.53
11271-697	Waring, Tanner	120	E. Howard St.	30	120 E Howard Street	Portage	WI	53901	37.50	39.58	\$28.49	\$583.86
11271-696	Gessner, Kimberly L; Gessner, Mark E	124	E. Howard St.	30	124 E Howard Street	Portage	WI	53901	67.50	71.25	\$28.49	\$1,014.96
11271-695	Hepler, Kathleen J; Hepler, Kent D	126	E. Howard St.	30	126 E Howard	Portage	WI	53901	35.50	37.47	\$28.49	\$533.79
11271-694	Stowell, Daniel R	130	E. Howard St.	30	130 E Howard Street	Portage	WI	53901	67.50	71.25	\$28.49	\$1,014.96
11271-693	Zaragoza, David J; Zaragoza, Theresa M	134	E. Howard St.	30	134 E Howard St	Portage	WI	53901	54.00	57.00	\$28.49	\$811.97
11271-692	Lohr, Elette M; Lohr, Terry K; Miller, Cynthia A	138	E. Howard St.	30	138 E Howard Street	Portage	WI	53901	40.00	42.22	\$28.49	\$601.46
11271-691	Meierdirk, Frederick C; Meierdirk, Karen J	140	E. Howard St.	30	140 E Howard Street	Portage	WI	53901	55.00	58.06	\$28.49	\$827.00
11271-703	Cavanaugh, Burt W; Cavanaugh, Mariena	101	E. Pleasant St.	30	101 East Pleasant Street	Portage	WI	53901	65.50	69.14	\$28.49	\$984.88
11271-704	Chester, Lon S	105	E. Pleasant St.	30	105 E. Edgewater St.	Portage	WI	53901	77.00	81.28	\$28.49	\$1,157.80
11271-705	Knutson, James K	111	E. Pleasant St.	30	2803 Century Harbor	Middleton	WI	53562	82.00	86.56	\$28.49	\$1,232.98
11271-706	Walker, Robert J; Walker, Sheryl A	117	E. Pleasant St.	30	117 E Pleasant	Portage	WI	53901	63.50	67.03	\$28.49	\$954.81
11271-707	Walters, Jeremy C	119	E. Pleasant St.	30	119 E Pleasant St	Portage	WI	53901	63.50	67.03	\$28.49	\$954.81
11271-708	Koehn, Catherine L	125	E. Pleasant St.	30	406 N Hill Street	Lodi	WI	53555	63.50	67.03	\$28.49	\$954.81
11271-709	Moozt, Patti L	131	E. Pleasant St.	30	131 Pleasant Street	Portage	WI	53901	63.50	67.03	\$28.49	\$954.81
11271-710	Hinz, Tamara L; Hinz, Timothy A	135	E. Pleasant St.	30	W10362 State Road 16	Portage	WI	53901	63.50	67.03	\$28.49	\$954.81
11271-711	Taylor, Judith A; Taylor, Warren F	508	Adams St.	30	206 E Franklin Street	Portage	WI	53901	97.00	102.39	\$28.49	\$1,458.53
11271-486	Kono Properties LLC	602	E. Conant St.	50	W11057 Pigtail Alley Road	Portage	WI	53901	61.00	64.39	\$28.49	\$917.22
11271-485	Endres, Rosann G	606	E. Conant St.	50	606 E Conant Street	Portage	WI	53901	61.00	64.39	\$28.49	\$917.22
11271-484	Kruse, Kelly J	612	E. Conant St.	50	612 E Conant Street	Portage	WI	53901	61.00	64.39	\$28.49	\$917.22
11271-483.1	O'Boyle, Erin E; O'Boyle, Justin J	614	E. Conant St.	50	614 E Conant Street	Portage	WI	53901	61.00	64.39	\$28.49	\$917.22
11271-483	Barden, Mary L	618	E. Conant St.	50	618 East Conant Street	Portage	WI	53901	61.00	64.39	\$28.49	\$917.22
11271-482	Aldridge, Michelle D; Aldridge, Steven J	624	E. Conant St.	50	N6939 Donlin Drive	Pardesville	WI	53954	91.00	96.06	\$28.49	\$1,368.31
11271-481	Albrecht, Mandy L; Albrecht, Stephen A	630	E. Conant St.	50	630 E Conant St	Portage	WI	53901	91.00	96.06	\$28.49	\$1,368.31
11271-487	Jerry N Schedel Living Trust dated 7/10/2008	601	E. Cook St.	50	601 E Cook Street	Portage	WI	53901	61.00	64.39	\$28.49	\$917.22
11271-488	Martin, Edgar; Martin, Nancy J	607	E. Cook St.	50	607 E Cook Street	Portage	WI	53901	63.50	67.03	\$28.49	\$954.81
11271-489	Petzke, Bonnie L; Petzke, Edward J	611	E. Cook St.	50	PO Box 626	Portage	WI	53901	70.50	74.42	\$28.49	\$1,060.07
11271-490	Darling Ellis, Marie L	615	E. Cook St.	50	615 E Cook Street	Portage	WI	53901	50.50	53.31	\$28.49	\$759.34
11271-491	Feist, Jackie	619	E. Cook St.	50	619 E Cook Street	Portage	WI	53901	61.00	64.39	\$28.49	\$917.22
11271-492	Bishop, Shelley D	623	E. Cook St.	50	623 East Cook Street	Portage	WI	53901	61.00	64.39	\$28.49	\$917.22
11271-493	Mattie, David W; Mattie, Minnie E	625	E. Cook St.	50	625 E Cook St	Portage	WI	53901	61.00	64.39	\$28.49	\$917.22
11271-494	Columbia County	Null	E. Cook St.	50								
11271-1894	Keller, Gwendolyn E	402	W. Cook St.	54	PO Box 198	Portage	WI	53901	61.00	64.39	\$28.49	\$917.22
11271-1895	O'Shaughnessy, Dustin M	408	W. Cook St.	54	PO Box 291	Genoa City	WI	53128	64.50	57.33	\$28.49	\$816.71
11271-1896	Judd, Terrence C	412	W. Cook St.	54	140 Bertha Street	Wausau	WI	54403	60.50	53.78	\$28.49	\$766.06
11271-1897	Simonson, Jeffrey C; Simonson, Trina A	416	W. Cook St.	54	412 W Cook Street	Portage	WI	53901	60.50	53.78	\$28.49	\$766.06
11271-1898	Baillies, Patrick W	420	W. Cook St.	54	W7992 Parker Dr	Pardesville	WI	53954	60.50	53.78	\$28.49	\$766.06
11271-1899	Knutson, Rick A	422	W. Cook St.	54	825 W Carroll Street	Portage	WI	53901	60.50	53.78	\$28.49	\$766.06
11271-1900	Hughan, Carlton M; Hughan, Sonia O	428	W. Cook St.	54	6242 River Road	Deforest	WI	53532	60.50	53.78	\$28.49	\$766.06
11271-1901	Syens, Russell J; Winebeck, Julie A	430	W. Cook St.	54	428 W Cook St	Portage	WI	53901	67.50	60.00	\$28.49	\$854.70
11271-1902	Gaffney, Timothy J	401	W. Edgewater St.	54	430 W Cook Street	Portage	WI	53901	53.50	47.56	\$28.49	\$677.43
11271-1903	Sisters Of Divine Savior	409	W. Edgewater St.	54	401 W Edgewater Street	Portage	WI	53901	64.50	57.33	\$28.49	\$816.71
11271-1904	Fenske, Rabbecca L	411	W. Edgewater St.	54	4311 N100 St	Milwaukee	WI	53222	81.00	72.00	\$28.49	\$1,025.64
11271-1905	Smiley, William A	417	W. Edgewater St.	54	411 W Edgewater Street	Portage	WI	53901	40.00	35.56	\$28.49	\$506.49
11271-1906	Gregorio, Denise M; Gregorio, Richard W	419	W. Edgewater St.	54	PO Box 361	Portage	WI	53901	60.50	53.78	\$28.49	\$766.06
11271-1907	Marshall, Eileen P; Marshall, James R	421	W. Edgewater St.	54	P O Box 400	Portage	WI	53901	60.50	53.78	\$28.49	\$766.06
11271-1908	Hunter, Thomas A	427	W. Edgewater St.	54	421 W Edgewater St	Portage	WI	53901	60.50	53.78	\$28.49	\$766.06
11271-1909	Vogel, Barbara A	429	W. Edgewater St.	54	427 W Edgewater Street	Portage	WI	53901	60.50	53.78	\$28.49	\$766.06
11271-1902			W. Edgewater St.	54	429 W Edgewater Street	Portage	WI	53901	60.50	53.78	\$28.49	\$766.06

\*50% of Estimated Construction Cost

3627.75

\$52,129.42

**City of Portage, WI  
2016 Alley Resurfacing Project  
Final Assessment Roll**

City of Portage - 16-455A01; 2016 Alley Resurfacing #9, #30, #50 & #54

Created 01/27/2016  
Revised 06/07/2016  
Names Verified 5/20/16

Parcel No.	Property Owner	Street Number	Street Address	Alley ID #	Property Owner Mailing Address	City	State	Zip Code	Assessible Alley Length (FT)	Total SV/Property	Asphalt & GABC Cost per SY	Total Assessment *At 50%
11271-1561	Anacker, David D	602	W. Franklin	9	602 W Franklin St	Portage	WI	53901	53.50	47.56	\$28.62	\$680.44
11271-1562	Bublitz, Robin L	610	W. Franklin	9	610 W Franklin Street	Portage	WI	53901	53.50	47.56	\$28.62	\$680.44
11271-1563	Mootz, Theodore J; Saeger, Tammy S	612	W. Franklin	9	612 W Franklin St	Portage	WI	53901	53.50	47.56	\$28.62	\$680.44
11271-1564	Nelson, Julie A; Nelson, Michael W	618	W. Franklin	9	618 W Franklin St	Portage	WI	53901	53.50	47.56	\$28.62	\$680.44
11271-1565	Dombbeck, Danice	620	W. Franklin	9	204 10th Street Circle	Prarie Du Sac	WI	53578	126.50	112.44	\$28.62	\$1,608.88
11271-1570	Presbyterian Church	601	W. Carroll St.	9	120 W Pleasant Street	Portage	WI	53901	53.50	47.56	\$28.62	\$680.44
11271-1569	Zuzunaga Living Trust dated 9/2/2009	605	W. Carroll St.	9	N6241 County Road W	Portage	WI	53901	53.50	47.56	\$28.62	\$680.44
11271-1569 A	Bauch, Ralph H	609	W. Carroll St.	9	W10596 Rowley Rd	Portage	WI	53901	53.50	47.56	\$28.62	\$680.44
11271-1568	Griepentrog, Ernest; Griepentrog, Patricia	631	W. Carroll St.	9	N9076 Graack Road	Portage	WI	53901	53.50	47.56	\$28.62	\$680.44
11271-1567	Ramer, Marie L; Raimer, Timothy A	701	W. Carroll St.	9	701 W Carroll St	Portage	WI	53901	53.50	47.56	\$28.62	\$680.44
11271-1566	Podrasky, Gordon E; Podrasky, Shirley	703	W. Carroll St.	9	703 W Carroll St	Portage	WI	53901	76.00	67.56	\$28.62	\$966.60
11271-702	Aldridge, Michelle D; Aldridge, Steven J	513	DeWitt St.	30	N6939 Donlin Drive	Pardeeville	WI	53954	65.50	69.14	\$28.62	\$989.26
11271-701	Boyce, Benjamin M	108	E. Howard St.	30	108 E Howard Street	Portage	WI	53901	63.50	67.03	\$28.62	\$959.05
11271-700	Jensen, Nick D; Schultz, Darcy L	110	E. Howard St.	30	110 E Howard St	Portage	WI	53901	50.00	52.78	\$28.62	\$755.16
11271-699	Hetherington, Grant D; Warnke, Monique E	114	E. Howard St.	30	6596 Chestnut Circle	Windsor	WI	53598	61.00	64.39	\$28.62	\$921.29
11271-698	Smith, Sherri L	116	E. Howard St.	30	116 E Howard Street	Portage	WI	53901	42.00	44.33	\$28.62	\$634.33
11271-697	Waring, Tanner	120	E. Howard St.	30	120 E Howard Street	Portage	WI	53901	37.50	39.58	\$28.62	\$566.37
11271-696	Gessner, Kimberly L; Gessner, Mark E	124	E. Howard St.	30	124 E Howard Street	Portage	WI	53901	67.50	71.25	\$28.62	\$1,019.46
11271-695	Hepler, Kathleen J; Hepler, Kent D	126	E. Howard St.	30	126 E Howard	Portage	WI	53901	35.50	37.47	\$28.62	\$536.16
11271-694	Stowell, Daniel R	130	E. Howard St.	30	130 E Howard Street	Portage	WI	53901	67.50	71.25	\$28.62	\$1,019.46
11271-693	Zaragoza, David J; Zaragoza, Theresa M	134	E. Howard St.	30	134 E Howard St	Portage	WI	53901	54.00	57.00	\$28.62	\$915.57
11271-692	Lohr, Ellette M; Lohr, Terry K; Miller, Cynthia A	138	E. Howard St.	30	138 E Howard Street	Portage	WI	53901	40.00	42.22	\$28.62	\$604.13
11271-691	Meierdirk, Frederick C; Meierdirk, Karen J	140	E. Howard St.	30	140 E Howard Street	Portage	WI	53901	55.00	58.06	\$28.62	\$830.67
11271-703	Cavanaugh, Burt W; Cavanaugh, Marlena	101	E. Pleasant St.	30	101 East Pleasant Street	Portage	WI	53901	65.50	69.14	\$28.62	\$989.26
11271-704	Chester, Lon S	105	E. Pleasant St.	30	105 E Edgewater St.	Portage	WI	53901	77.00	81.28	\$28.62	\$1,162.84
11271-705	Knutson, James K	111	E. Pleasant St.	30	2803 Century Harbor	Middleton	WI	53562	82.00	86.56	\$28.62	\$1,238.46
11271-706	Walker, Robert J; Walker, Sheryl A	117	E. Pleasant St.	30	117 E Pleasant	Portage	WI	53901	63.50	67.03	\$28.62	\$959.05
11271-707	Walters, Jeremy C	119	E. Pleasant St.	30	119 E Pleasant St	Portage	WI	53901	63.50	67.03	\$28.62	\$959.05
11271-708	Koehn, Catherine L	125	E. Pleasant St.	30	406 N Hill Street	Lodi	WI	53555	63.50	67.03	\$28.62	\$959.05
11271-709	Mootz, Patti L	131	E. Pleasant St.	30	131 Pleasant Street	Portage	WI	53901	63.50	67.03	\$28.62	\$959.05
11271-710	Hinz, Tamara L; Hinz, Timothy A	135	E. Pleasant St.	30	W10362 State Road 16	Portage	WI	53901	63.50	67.03	\$28.62	\$959.05
11271-711	Taylor, Judith A; Taylor, Warren F	508	Adams St.	50	206 E Franklin Street	Portage	WI	53901	97.00	102.39	\$28.62	\$1,465.01
11271-486	Kono Properties LLC	602	E. Conant St.	50	W11057 Pigtail Alley Road	Portage	WI	53901	61.00	64.39	\$28.62	\$921.29
11271-485	Endres, Rosann G	606	E. Conant St.	50	606 E Conant Street	Portage	WI	53901	61.00	64.39	\$28.62	\$921.29
11271-484	Kruse, Kelly J	612	E. Conant St.	50	612 E Conant Street	Portage	WI	53901	61.00	64.39	\$28.62	\$921.29
11271-483.1	O'Boyle, Erin E; O'Boyle, Justin J	614	E. Conant St.	50	614 E Conant Street	Portage	WI	53901	61.00	64.39	\$28.62	\$921.29
11271-483	Barden, Mary L	618	E. Conant St.	50	618 East Conant Street	Portage	WI	53901	61.00	64.39	\$28.62	\$921.29
11271-482	Aldridge, Michelle D; Aldridge, Steven J	624	E. Conant St.	50	N6939 Donlin Drive	Pardeeville	WI	53954	91.00	96.06	\$28.62	\$1,374.39
11271-481	Albrecht, Mandy L; Albrecht, Stephen A	630	E. Conant St.	50	630 E Conant St	Portage	WI	53901	91.00	96.06	\$28.62	\$1,374.39
11271-487	Jerry N Schedel Living Trust dated 7/10/2008	601	E. Cook St.	50	601 E Cook Street	Portage	WI	53901	61.00	64.39	\$28.62	\$921.29
11271-488	Martin, Edgar; Martin, Nancy J	607	E. Cook St.	50	607 E Cook Street	Portage	WI	53901	63.50	67.03	\$28.62	\$959.05
11271-489	Petzke, Bonnie L; Petzke, Edward J	611	E. Cook St.	50	PO Box 626	Portage	WI	53901	70.50	74.42	\$28.62	\$1,064.77
11271-490	Darling Ellis, Marie L	615	E. Cook St.	50	615 E Cook Street	Portage	WI	53901	50.50	53.31	\$28.62	\$762.71
11271-491	Felst, Jackie	619	E. Cook St.	50	619 E Cook Street	Portage	WI	53901	61.00	64.39	\$28.62	\$921.29
11271-492	Bishop, Shelley D	623	E. Cook St.	50	623 East Cook Street	Portage	WI	53901	61.00	64.39	\$28.62	\$921.29
11271-493	Mattie, David W; Mattie, Minnie E	625	E. Cook St.	50	625 E Cook St	Portage	WI	53901	61.00	64.39	\$28.62	\$921.29
11271-494	Columbia County	Null	E. Cook St.	50	PO Box 198	Portage	WI	53901	61.00	64.39	\$28.62	\$921.29
11271-1894	Keller, Gwendolyn E	402	W. Cook St.	54	PO Box 291	Genoa City	WI	53128	64.50	57.33	\$28.62	\$820.34
11271-1895	O'Shaughnessy, Dustin M	408	W. Cook St.	54	140 Bertha Street	Wausau	WI	54403	60.50	53.78	\$28.62	\$769.47
11271-1896	Judd, Terrence C	412	W. Cook St.	54	412 W Cook Street	Portage	WI	53901	60.50	53.78	\$28.62	\$769.47
11271-1897	Simonson, Jeffrey C; Simonson, Trina A	416	W. Cook St.	54	W7992 Parker Dr	Pardeeville	WI	53954	60.50	53.78	\$28.62	\$769.47
11271-1898	Baillies, Patrick W	420	W. Cook St.	54	825 W Carroll Street	Portage	WI	53901	60.50	53.78	\$28.62	\$769.47
11271-1899	Knutson, Rick A	422	W. Cook St.	54	6242 River Road	DeForest	WI	53532	60.50	53.78	\$28.62	\$769.47
11271-1900	Hughan, Carlton M; Hughan, Sonia O	428	W. Cook St.	54	428 W Cook St	Portage	WI	53901	67.50	60.00	\$28.62	\$858.50
11271-1901	Svens, Russell J; Winielicki, Julie A	430	W. Cook St.	54	430 W Cook Street	Portage	WI	53901	53.50	47.56	\$28.62	\$680.44
11271-1909	Gaffney, Timothy J	401	W. Edgewater St.	54	401 W Edgewater Street	Portage	WI	53901	64.50	57.33	\$28.62	\$820.34
11271-1908	Sisters Of Divine Savior	409	W. Edgewater St.	54	4311 N100 St	Milwaukee	WI	53222	81.00	72.00	\$28.62	\$1,030.19
11271-1907	Fenske, Rebecca L	411	W. Edgewater St.	54	411 W Edgewater Street	Portage	WI	53901	40.00	35.56	\$28.62	\$508.74
11271-1906	Smiley, William A	417	W. Edgewater St.	54	PO Box 361	Portage	WI	53901	60.50	53.78	\$28.62	\$769.47
11271-1905	Gregorio, Denise M; Gregorio, Richard W	419	W. Edgewater St.	54	P O Box 400	Portage	WI	53901	60.50	53.78	\$28.62	\$769.47
11271-1904	Marshall, Eileen P; Marshall, James R	421	W. Edgewater St.	54	421 W Edgewater St	Portage	WI	53901	60.50	53.78	\$28.62	\$769.47
11271-1903	Hunter, Thomas A	427	W. Edgewater St.	54	427 W Edgewater Street	Portage	WI	53901	60.50	53.78	\$28.62	\$769.47
11271-1902	Vogel, Barbara A	429	W. Edgewater St.	54	429 W Edgewater Street	Portage	WI	53901	60.50	53.78	\$28.62	\$769.47

\*50% of Estimated Construction Cost

\$55,162.80

## RESOLUTION NO. 16-054

### FINAL AMENDED RESOLUTION AUTHORIZING PUBLIC IMPROVEMENT AND LEVYING SPECIAL ASSESSMENTS AGAINST BENEFITED PROPERTY IN PORTAGE, WISCONSIN (2015 STREET AND UTILITY 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 6:50 p.m. on February 12, 2015, 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 street reconstruction of East Albert Street from East Haertel Street to Agency House Road; reconstruction of Hamilton Street from Evergreen Trail to 1,100 feet north of Clemens Court, East Slifer Street from Hamilton Street eastward to the termini, West Marion Street from Cass Street to Dunn Street; and East Franklin Street from DeWitt Street to Adams Street. Street and utility improvements shall include construction of storm sewers, sidewalks, curb and gutter, asphalt resurfacing, driveway approaches, a multi-use asphalt path, bike lanes, sanitary sewer replacement and watermain replacement.

**WHEREAS**, this Resolution is a supplement to the Final Resolution Authorizing Public Improvement and Levying Special Assessments Against Benefitted Property in Portage, Wisconsin (2015 Street and Utility Project), Resolution No. 15-046, adopted by the Common Council November 24, 2015.

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

1. The amended report of the City Engineer as it pertains to tax parcel 874, 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 27th day of October, 2016.

\_\_\_\_\_  
Rick Dodd, Mayor

Attest:

\_\_\_\_\_  
Marie A. Moe, WCPC, MMC, City Clerk

Resolution recommended by:  
City Engineer

**City of Portage, WI  
2015 Street and Utility Project  
Final Amended Assessment Roll**

Amended 10/21/2016

**City of Portage - 15-20C05 & 15-620S01; W. Marion St.**

11/17/2015

*Names Verified on County's website 11/11/15*

House Number	Street	Parcel Number	Owner	Mailing Address	City	Zip	State	6 Inch San Lat (LF)	San Lat Assessment \$50/LF	4 inch Concrete Sidewalk (ft2)	4 Inch Sidewalk Assessment \$6.00/ft2	6 inch Concrete Sidewalk (ft2)	6 inch Sidewalk Assessment \$5.50/ft2	6 INCH Sidewalk Assessment	Total Assessment
803 & 803 1/2	Cass St	1475	Brick Apartments LLC	W7776 Military Road	Portage	53901	WI	25	\$1,250.00	125	*\$0.00	0	\$0.00	\$0.00	\$0.00
301	West Marion St	1482	Gregory, Frank R	113 Hazeltine Drive	Dover	19904	DE	25	\$1,250.00	75	\$450.00	0	\$0.00	\$0.00	\$1,700.00
304 & 304.5	West Marion St	1513.1	Grimm, David P; Grimm, Melinda J	810 Dunn Street	Portage	53901	WI	25	\$1,250.00	100	\$600.00	0	\$0.00	\$0.00	\$1,850.00
307	West Marion St	1481	Balzer, Diana	307 W Marion Street	Portage	53901	WI	25	\$1,250.00	10	\$60.00	0	\$0.00	\$0.00	\$1,310.00
309	West Marion St	1480	Solterman, Autumn R.	309 W Marion	Portage	53901	WI	25	\$1,250.00	30	\$180.00	0	\$0.00	\$0.00	\$1,430.00
310	West Marion St	1514 & 15	Wetzel, Jeffrey J	310 W Marion	Portage	53901	WI	25	\$1,250.00	25	\$150.00	0	\$0.00	\$0.00	\$1,400.00
312	West Marion St	1515	Winter, Cynthia J	312 W Marion St	Portage	53901	WI	25	\$1,250.00	60	\$360.00	0	\$0.00	\$0.00	\$1,610.00
313	West Marion St	1479	Rowe, Paul A	313 West Marion Street	Portage	53901	WI	25	\$1,250.00	0	\$0.00	0	\$0.00	\$0.00	\$1,250.00
315	West Marion St	1478	Rindfleisch, Jon E	105 Cherry Ave.	Endeavor	53901	WI	25	\$1,250.00	200	\$1,200.00	200	\$1,100.00	\$1,100.00	\$3,550.00
316	West Marion St	1516	Post, Steven A	316 W Marion Street	Portage	53901	WI	25	\$1,250.00	0	\$0.00	0	\$0.00	\$0.00	\$1,250.00
320	West Marion St	1517	Geltemeyer, Kyle M	320 W Marion St	Portage	53901	WI	25	\$1,250.00	0	\$0.00	0	\$0.00	\$0.00	\$1,250.00
321	West Marion St	1477	Lynn, Jenny	9525 Blue Heron Drive	Middleton	53562	WI	25	\$1,250.00	50	\$300.00	0	\$0.00	\$0.00	\$1,550.00
324	West Marion St	1518	Helgestad, Heather M	324 W Marion Street	Portage	53901	WI	25	\$1,250.00	25	\$150.00	0	\$0.00	\$0.00	\$1,400.00
328	West Marion St	1519	Pellmann, Dawn E; Pellmann, Randall K; Pellmann, Shawn M	328 W Marion Street	Portage	53901	WI	25	\$1,250.00	0	\$0.00	0	\$0.00	\$0.00	\$1,250.00
332	West Marion St	1520	Schmudlach, Gary; Schmudlach, Ian	N2153 Seventh Ave	Endeavor	53930	WI	25	\$1,250.00	250	\$1,500.00	0	\$0.00	\$0.00	\$2,750.00
															<b>\$23,550.00</b>

\*Corner Lot; not assessed for sidewalk

New Address 01/27/2016

**City of Portage, WI  
2015 Street and Utility Project  
Final Amended Assessment Roll**

Amended 10/21/2016

11/17/2015

**City of Portage - 15-20C05 & 15-620S02; E. Franklin St.**

*Names Verified on County's website 11/11/15*

House Number	Street	Parcel Number	Owner	Mailing Address	City	Zip	State	6 Inch San Lat (LF)	San Lat Assessment \$50/LF	4 inch Concrete Sidewalk (ft2)	4 Inch Sidewalk Assessment \$5.50/ft2	Total Assessment
806	Adams St	874	Decorah, Freeman W	N3358 Bear Trail	Poyette	53955	WI	25	\$1,250.00	60	*\$0.00	\$0.00
713	DeWitt St	842	Shaker, Jonathan N	713 Dewitt Street	Portage	53901	WI	25	\$1,250.00	75	*\$0.00	\$1,250.00
801 & 801 1/2	DeWitt St	864	Schultz, Todd	6206 Winnequah Road	Monona	53716	WI	25	\$1,250.00	75	*\$0.00	\$1,250.00
106	East Franklin St	841	Pierce, Lisa A	106 E. Franklin St.	Portage	53901	WI	25	\$1,250.00	0	\$0.00	\$1,250.00
109	East Franklin St	865	Rataczak, Sheri K	109 E Franklin Street	Portage	53901	WI	25	\$1,250.00	30	\$165.00	\$1,415.00
111	East Franklin St	867	Schultz, Todd R	6206 Winnequah Rd	Monona	53716	WI	25	\$1,250.00	25	\$137.50	\$1,387.50
112	East Franklin St	840	Schmudlach, Gary W; Schmudlach, Ian T	N2153 7th Avenue	Endeavor	53930	WI	25	\$1,250.00	0	\$0.00	\$1,250.00
114	East Franklin St	839	Welsh, William P	114 E Franklin St	Portage	53901	WI	25	\$1,250.00	0	\$0.00	\$1,250.00
115	East Franklin St	868	Zenz, Barbara J; Zenz, Richard L	115 E Franklin St	Portage	53901	WI	25	\$1,250.00	0	\$0.00	\$1,250.00
117	East Franklin St	869	Paul Properties I, LLC	N7536 Boulder Dr	Portage	53901	WI	25	\$1,250.00	50	\$275.00	\$1,525.00
120	East Franklin St	838	Franklin Port LLC	533 W Main Street Suite 302	Madison	53703	WI	25	\$1,250.00	50	\$275.00	\$1,525.00
124 & 124 1/2	East Franklin St	837	Kono Properties LLC	W11057 Pigtail Alley	Portage	53901	WI	25	\$1,250.00	50	\$275.00	\$1,525.00
125	East Franklin St	870	Sine, Dawn; Sine, Eric A	125 E Franklin	Portage	53901	WI	25	\$1,250.00	75	\$412.50	\$1,662.50
127	East Franklin St	871	Lynn, Jenny Yibin	9525 Blue Heron Dr	Middleton	53562	WI	25	\$1,250.00	145	\$797.50	\$2,047.50
128	East Franklin St	836	Daniels, Kathleen A	N6815 Jonathan Drive	Pardeeville	53954	WI	25	\$1,250.00	0	\$0.00	\$1,250.00
130	East Franklin St	835	Templin, Gerald D	130 E Franklin St	Portage	53901	WI	25	\$1,250.00	0	\$0.00	\$1,250.00
131	East Franklin St	872	Lynn Properties LLC	9525 Blueheron Dr	Middleton	53562	WI	25	\$1,250.00	55	\$302.50	\$1,552.50
134	East Franklin St	834	Lu, Yi Jun	134 E Franklin Street	Portage	53901	WI	25	\$1,250.00	0	\$0.00	\$1,250.00
135	East Franklin St	873	Stowell, Cherry A	135 E Franklin St	Portage	53901	WI	25	\$1,250.00	100	\$550.00	\$1,800.00
138	East Franklin St	833	Callen, James T; Callen, Mary B	138 E Franklin St	Portage	53901	WI	25	\$1,250.00	0	\$0.00	\$1,250.00
												<b>\$26,940.00</b>

\*Corner Lot; not assessed for sidewalk

New Address 01/27/2016

**RESOLUTION NO. 16-055**

**RESOLUTION RELATIVE TO FRED LANGBECKER**

**WHEREAS**, Fred Langbecker has served as an Airport Commissioner for the City of Portage; and

**WHEREAS**, the City of Portage wishes to recognize and congratulate Fred Langbecker for his service and efforts on behalf of the City of Portage; and

**NOW THEREFORE IT IS HEREBY RESOLVED** by the Common Council of the City of Portage that the Common Council on behalf of the employees and citizens of the City of Portage extend to Fred Langbecker sincere thanks for his commitment to the City of Portage and all his efforts on behalf of the City of Portage and to wish him well in the future.

**DATED** this 27<sup>th</sup> day of October, 2016.

---

Rick Dodd, Mayor

Attest:

---

Marie A. Moe, CMC, City Clerk

Resolution requested by:  
Airport Commission

## SERVICE AGREEMENT

This Service Agreement (hereinafter "Agreement") is made by and between The City of Portage and the Columbia County Humane Society (hereinafter "CCHS").

WHEREAS, the City of Portage desires assistance in providing humane care for impounded and stray dogs and cats; and

WHEREAS, CCHS agrees to assist the City of Portage in providing humane care for impounded dogs and cats, subject to certain conditions,

NOW THEREFORE, City of Portage and CCHS agree as follows:

- (1) CCHS agrees to provide humane care, as defined by the Wisconsin Statutes, for all impounded or stray dogs and cats found in the City of Portage for a period of one (1) year, for a fee of \$18,000.00 This fee shall be due on March 1, 2017 and shall cover services from January 1, 2017 through December 31, 2017. The City of Portage and CCHS agree that CCHS or its representative shall pick up the impounded or stray dogs and cats, and the above fee includes such pickup service. CCHS does not accept exotic animals, wildlife or livestock.
- (2) This Agreement does not include instances when CCHS provides care for dogs and/or cats seized in the City of Portage by the Portage Police Department or the Columbia County Sheriff's Office, and/or a Columbia County Humane Officer upon request of the Portage Police Department via a large seizure. For the purposes of this Agreement, a "large seizure" is defined as 5 or more dogs, or 10 or more cats. The care required for animals taken in large seizure situations shall be by separate contract between the Columbia County Sheriff's Department and CCHS, on a case by case basis.

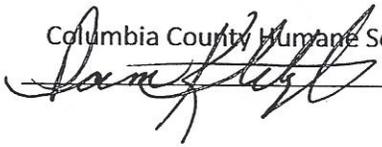
\*Should the above municipality be responsible for a large seizure, CCHS would contract separately with the above municipality for those services on a case-by-case basis. CCHS shall provide a separate contract within 24 hours of the municipality notifying CCHS of the seizure. If no contract is signed by the municipality within 48 hours of the seizure or request for services, CCHS shall not be responsible for the care of animals involved in the seizure. CCHS is a small, private facility and may not be able to accommodate a large seizure request. \*

- (3) This Agreement shall be effective for a period of one (1) year. CCHS agrees that it shall notify the City of Portage of any fee changes CCHS will require to provide these services for 2018 by October 1, 2017. The City of Portage shall inform CCHS whether it desires to retain the services of CCHS for the 2018 calendar year no later than by November 1, 2017. If the City of Portage does not notify CCHS in writing by November 1, 2017, that the municipality does NOT wish to continue the services of CCHS for the 2018 calendar year, the 2017 agreement will become effective for the 2018 calendar year at the rate provided by CCHS.

Dated this 27th day of September, 2016

City of Portage

Columbia County Humane Society

  
Office Manager



Electricity



Natural Gas



Motor Fuel



Telecom



Water



Propane

## AGREEMENT

**UR COMPANY and CITY OF PORTAGE ("Client") agree as follows as of August 30, 2016:**

1. UR Company will examine on an exclusive basis all charges, including but not limited to utility and government charges, on Client's bills for electric, natural gas, propane, water, sewer, telephone, cellular service, auto fuel (including but no limited to unleaded and diesel), and any other utility bills mutually deemed applicable by Client and UR Company ("Utility Bills") and seek to obtain refunds or credits for past overcharges and identify rate or tax adjustments for future savings (the "Utility Review Services").
2. Client will provide UR Company with requested copies of all Utility Bills for all locations owned or operated by Client and sign documents authorizing and enabling UR Company to secure refunds, credits or rate or tax adjustments.
3. Client will pay the following fees to UR Company: (i) 50% of any refunds or credits obtained on accounts submitted to UR Company, and (ii) 40% of the amount of the reduction in Client's future utility bills attributed to rate or tax reductions (but not usage reductions) over the 36 month period from the start date of such reductions. The credits/ refunds or savings can not come from customer making mechanical changes or energy efficient reductions to their facility.  
**If no refunds, credits or savings are received, Client will owe nothing to Utility Refund Company.**
4. Client will fax a copy of all Utility bills, refunds, credit statements, rate or tax adjustments and correspondence with providers regarding its Utility bills to UR Company within 10 business days of receipt by Client and provide copies of any other information reasonably requested by UR Company to verify fees due to Utility Refund Company hereunder.
5. Client agrees that fees are due and payable to UR Company within 30 days of Client's receipt of refunds or credits, receipt of Utility Bills or verification from UR Company implementing rate or tax adjustments. Should Client fail to pay any fee or part thereof when due, UR Company will be entitled to recover interest at the State maximum allowable percentage plus all costs of collection, including reasonable agency and attorney's fees and expenses. This Agreement shall be governed by the laws of Wisconsin. Any dispute arising under this Agreement shall be resolved in Columbia County, WI.
6. UR Company will facilitate all correspondence and negotiations for Client's utility and or service providers to secure issuance of an invoice credit or refund check. Client shall not, directly or indirectly, (a) solicit, initiate, or enter into discussions, negotiations, agreements or understandings of any kind with anyone other than UR Company relating to services similar to the Utility Review Services. In the event Client engages in negotiation or requests any refunds, or corrections either as listed previously or on their own behalf with utility and or service provider(s) for a billing credit/refund, hinders, or revokes this authority for a period of 36 months from signature date of this Agreement, Client agrees to pay UR Company the full percentage outlined above of the recovery as estimated by UR Company within 30 days of written notice of this action.
7. This agreement shall terminate upon payment in full for all services rendered, upon UR Company determination that no refunds or credits are due and no future savings are probable, or upon mutual consent of the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and represent that the persons whose signature appear below are duly authorized to execute this Agreement as of the date first set forth above.

### **UR COMPANY**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Print Name: \_\_\_\_\_

**UR COMPANY**  
**PO Box 261**  
**NEWBERRY, FLORIDA 32669**  
**PHONE: 352-47-4995**  
**Fax: 888-552-8302**

\_\_\_\_\_  
Sales Rep

### **CITY OF PORTAGE**

By: \_\_\_\_\_

Its: City Administrator

Print Name: Shawn Murphy

Located at: 115 West Pleasant Street

Portage, WI 53901

Email: shawn.murphy@portagewi.gov

Phone: (608) 742-2176

Fax: \_\_\_\_\_

Federal EIN#: \_\_\_\_\_



# Agreement for Full-Value Maintenance

Prepared for:

City of Portage

By

Accurate Appraisal, LLC.

# AGREEMENT FOR FULL-VALUE MAINTENANCE

## Section I

This agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2016 by and between the City of Portage, Columbia County, State of Wisconsin, party of the first part, hereinafter referred to as "Client",

AND

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

### SCOPE OF SERVICES

Accurate shall provide the Client with assessing services by Wisconsin Department of Revenue Certified Personnel for the 2017-2020 assessment years which includes the following:

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

4. Accurate shall enter real estate and personal property assessments in the current assessment roll so that it may be submitted to the Board of Review.
5. Accurate shall retain the right to employ additional certified personnel at Accurate's expense as deemed necessary to complete the assessment roll in a timely manner. Responsibility for the content and accuracy of the assessment roll regardless of the use of other personnel shall, however, rest with Accurate.
6. The Client's responsibilities will be to supply Accurate with adequate office space in or near the Client's Hall. Items to be mailed such as, but not limited to, assessor's final report and personal property blotters will be the responsibility of Accurate.
7. The Client will hold harmless Accurate from all claims and liabilities due to the assessment of property and as the agent for the Client as it relates to the specific services outlined in this agreement. Claims or liabilities, which result from the intentional or negligent acts or omissions of Accurate, its employees, agents and representatives, shall be the responsibility of Accurate.
8. This agreement between the Client and Accurate shall begin 14 days after final adjournment of Board of Review in 2016 through 14 days after final adjournment of Board of Review in 2020. It is expected the work will commence with the mailing of personal property blotters and be completed after the final adjournment of the Board of Review and any necessary follow up questions and/or work because of appeals of Board of Review decisions.
9. Accurate shall submit monthly invoices based upon a percentage complete. The Client reserves the right to retain a 10% holdback pending final completion of all terms and conditions of the contract.
10. Accurate shall provide advice and opinion for assessment matters and will defend values through the appeal process beyond the Open Book and Board of Review.
11. Accurate shall complete its Board of Review hearings under this agreement no later than the date specified in section II of this agreement, except for delays caused by the Client, county or state. Accurate may request a thirty-day extension to the contract upon written agreement with the Client.
12. Accurate shall maintain full insurance coverage to protect and hold harmless the Client. Limits of liability shall be not be less than the amounts listed below in this contract:

## INSURANCE COVERAGE

### General Liability

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

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

correspondence with property owners, sales data, rental schedules, capitalization rate data, gross income multiplier data, and operating statements of income properties.

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

For

City of Portage, Columbia County for the assessment years 2017-2020

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2016.

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

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

**2017-2020 Full Value Maintenance without 25% physical inspections =  
\$29,000 per year**

**2017-2020 Full Value Maintenance with 25% physical inspections =  
\$44,500 per year**

\_\_\_\_\_  
Jim Danielson  
Member  
Accurate Appraisal LLC

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Client Signature

\_\_\_\_\_  
Date

OWNER REVIEW

**DRAFT**

Task Order No. 16-01  
City of Portage, Wisconsin (OWNER)  
and Strand Associates, Inc.<sup>®</sup> (ENGINEER)  
Pursuant to Technical Services Agreement dated December 1, 2011

**Project Information**

Services Name: General Information Technology Consulting Services

Services Description: Provide OWNER with general information technology (IT) consulting and support services on an as-requested basis for its Administration, Police, Fire, Water, and Wastewater Departments.

**Scope of Services**

ENGINEER will provide the following services to OWNER:

1. IT Systems Configuration: Configure IT systems and telecommunications circuits, such as Internet connections, as requested by OWNER.
2. Network Troubleshooting: Test, reconfigure, and troubleshoot network equipment and systems so the systems can be restored to working order or a review for replacement can be made.
3. Purchasing Advice: Provide OWNER with guidance for purchasing software, hardware, and related components based on OWNER's existing network and future needs.
4. Technology Advice: Provide OWNER with general advice about technology such as potential upgrades, purchases, and software, and additional services.
5. Helpdesk: Provide OWNER with general support, troubleshooting, and assistance for desktop and network applications. Support will be provided between 8 A.M. and 5 P.M. Central Standard Time. Contact information will be provided for after-hours support, but response time may be limited outside normal business hours

**Compensation**

OWNER shall compensate ENGINEER for Services under this Task Order on an hourly rate basis plus expenses an estimated fee of \$15,500.

**Schedule**

Services will begin upon execution of this Task Order, which is anticipated on January 1, 2017. Services are scheduled for completion on December 31, 2017.

**TASK ORDER AUTHORIZATION AND ACCEPTANCE:**

ENGINEER:

STRAND ASSOCIATES, INC.<sup>®</sup>

**DRAFT**

\_\_\_\_\_  
Matthew S. Richards  
Corporate Secretary

Date

OWNER:

CITY OF PORTAGE

**DRAFT**

\_\_\_\_\_  
Rick Dodd  
Mayor

Date

STRAND ASSOCIATES, INC.  
 BILLING RATES @ 3.00  
 July 1, 2016 - June 30, 2017 \*

Staff Category	Billing Rate Range (\$/hr)		
Principal Engineer	\$246.00	to	\$428.00
Senior Project Manager	\$163.00	to	\$223.00
Information Technology	\$150.00	To	\$150.00
Project Manager	\$87.00	to	\$162.00
Project Engineer/Scientist	\$83.00	to	\$105.00
Engineering Technicians	\$36.00	to	\$130.00
Office Production	\$85.00		
* Updated annually on July 1			

**COMMERCIAL LEASE  
FOR**

<b>Tenant:</b> Encapsys, LLC	<b>Rental Space:</b> Manufacturing Bay 2
<b>Address:</b> 2500 W. Wisconsin Street Portage, WI 53901	<b>Dates of Lease:</b> November 1, 2016 to October 31, 2017
<b>Contacts:</b> Greg Gerstenkorn	<b>Rent:</b> \$1,751 per Month

This Lease Agreement ("Lease"), made this 10th day of October, 2016 and in consideration of the mutual promises and covenants contained herein, **City of Portage**, 115 W. Pleasant St., Portage, WI 53901 ("Landlord") and **Encapsys, LLC** ("Tenant") agree as follows:

- 1. PREMISES.** Landlord agrees to lease to Tenant and Tenant agrees to lease from Landlord **Manufacturing Bay 2 Addition** of the Portage Enterprise Center located at 1800 Kutzke Rd., Portage, Wisconsin ("Premises"). **Manufacturing Bay 2 consists of Approximately 6,000 sq. ft of Production Warehouse/Common area.** The Premises is shown on the attachment hereto, marked Exhibit A and made a part hereof.
- 2. TERM.** This Lease shall be for a term commencing **November 1, 2016** ("Commencement Date") and ending **October 31, 2017** ("Expiration Date"). Upon lapse of the initial term, Landlord and Tenant may mutually agree to a one (1) year extension of the Lease. In order to exercise said option, Tenant shall give written notice of its intent to renew the term not less than ninety (90) days before the Expiration Date.
- 3. BASE RENT.** Tenant agrees to pay without further demand to Landlord at its offices in Portage, WI, or at such other place as Landlord may from time to time in writing designate, Base Rent in the sum of **One Thousand, seven hundred, fifty-one dollars (\$1,751.00)** per month, on the first day of each month during the term hereof. All rent payments received shall first be applied to past due rents.
- 4. SECURITY DEPOSIT.** Tenant has deposited a security deposit of \$1,700 prior to the start of the lease date. Landlord will hold the Security Deposit of \$1,700.00 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 unpaid Base Rent and 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. Tenant may not use the Security Deposit as payment for the month's Base Rent.
- 5. UTILITIES AND MAINTENANCE FEES.** Tenant shall be responsible for payment of electricity, heat, water, sewer, janitorial charges and all other utilities serving the Premises. In the event such services not billed directly to Tenant, Tenant shall pay its pro-rata share of such service within 10 days of demand by Landlord. Pro-rata share of utilities and other expenses is calculated based on the ratio of square footage occupied by the Tenant to the total leased square footage in the building. Tenant shall be responsible for janitorial services and solid waste removal from their occupied space. Landlord shall not be liable in damages or otherwise if the furnishing by Landlord or by any other supplier of any utility or other service to the Premises shall be interrupted or impaired by fire, accident, riot, strike, act of God, the making of improvements or repairs required by this Lease, or by any causes beyond Landlord's control. Landlord shall use its best efforts to minimize disruption of Tenant's operations in making required improvements or repairs.
- 6. LATE CHARGES** Any monthly installment of rent or other sums due landlord not paid within ten

(10) days of its due date shall be subject to a late charge equal to 1½% or 18% annually, of the past due amount which shall be charged and compounded monthly on all sums outstanding for past due rent, late charges and any other past due amounts owed Landlord under the Lease. Such fee shall accrue and become payable on the eleventh (11<sup>th</sup>) day of each and every month such past due amount remains outstanding.

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

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

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

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

- 8. QUIET POSSESSION.** Landlord represents and warrants that it has full right and authority to enter into this Lease. Landlord covenants that if and so long as Tenant pays the rent required by this Lease and performs and observes all of the covenants, conditions, rules and regulations hereof, Tenant shall peaceably and quietly enjoy the Premises for the Lease Term, subject, however, to the terms, covenants, and provisions of this Lease.
- 9. SURRENDER OF PREMISES.** Tenant will, at the termination of this Lease by lapse of time or otherwise, yield up immediate possession of the Premises with all improvements located thereon (except as may otherwise be provided in this Lease) and surrender the Premises to Landlord in good condition and repair, reasonable wear and tear excepted, broom clean and all debris removed.
- 10. HOLDING OVER.** In the event Tenant remains in possession of the Premises after the expiration of this Lease and without the execution of a new lease, it shall be deemed, at Landlord's option, to be occupying the Premises as a tenant from month to month, subject to all conditions, provisions and obligations of this Lease insofar the same can be applicable to a month-to-month tenancy; provided, however, that the Rent payable monthly shall be negotiated at the request of the Landlord.
- 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.

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

## **12. MAINTENANCE AND REPAIRS**

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

## **13. INSURANCE** Tenant agrees to keep and maintain during the entire term of this Lease and any extension thereof or holding over thereunder comprehensive liability insurance on the premises covered hereunder, including the parking and other common areas, insuring Landlord and Tenant against liability for personal and bodily injury, death and property damage (including water) with limits not less than \$5,000,000.00 in aggregate and \$3,000,000.00 per occurrence.

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

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

A certificate of insurance must be provided to the Landlord prior to the beginning of the new lease period.

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

Landlord shall provide Tenant with written notice that real estate taxes and/or special assessments are being assessed against the Premises. Said notice shall state the amount of such real estate taxes

and/or installments of assessments due each month. The first payment shall be due when the next monthly Base Rent payment is due.

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

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

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

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

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

## **17. TENANT DEFAULT**

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

- 7) If the estate of Tenant be transferred or passed to, or devolve upon, any other person or corporation by operation of law or by assignment of Tenant other than an allowed herein.
- 8) If Tenant shall be in default of fulfilling any of other covenants and conditions of this Lease and such default shall continue for thirty (30) days after written notice thereof from Landlord to Tenant and Tenant has not commenced to cure such default within such thirty (30) days and is diligently pursuing the remedies or steps necessary to cure or correct such default, but in no event more than ninety (90) days.

**B. In the Event of Such Default:**

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

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

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

<p>If to the Landlord:  City Clerk  City of Portage  115 W. Pleasant Street  Portage, WI 53901  PH: 608-742-2176</p>	<p>If to the Tenant  Legal Department  Appvion, Inc  825 E. Wisconsin  Appleton, WI 54912  PH: 608-734-9841</p>	<p>If to the Tenant:  Mr. Greg Gerstenkorn  Encapsys, LLC  2500 W. Wisconsin Street  Portage, WI 53901  PH: 608-742.7439</p>
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Either party may designate a different address or recipient for purposes hereof by notice to the other

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

## **20. CASUALTY**

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

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

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

**23. RELATIONSHIP OF LEASE TO MORTGAGE.** Tenant agrees that this Lease shall be subordinate to any first or junior mortgages that are or may hereafter be placed upon the Premises and

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

- 24. SEVERABILITY.** If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent be invalid or unenforceable, the remainder of this Lease or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall be valid and enforced to the full extent permitted by law.
- 25. GOVERNING LAW.** This Lease shall be governed by, enforced and construed under the laws and regulations of the State of Wisconsin.
- 26. 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.
- 27. AUDITS AND INSPECTIONS.** At any reasonable time during normal business hours and as frequently as is reasonably deemed necessary, the Tenant shall make available to the Landlord and the Economic Development Administration (EDA) or EDA's authorized agents, for their examinations, all of its records pertaining to matters covered by this agreement and only matters relating to the Agreement.
- 28. RETENTION OF RECORDS:** All records in the possession of the Tenant pertaining to this Agreement shall be retained for a period of three (3) years after the expiration of the Agreement or any extensions thereof. All records shall be retained beyond the three (3) year period if audit findings have not been resolved within that period or if other disputes have not been resolved.
- 29. ASSIGNMENT AND SUBLETTING:** Assignment and subletting are not permitted under this Agreement without prior written approval of the Economic Development Administration.
- 30. 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. Tenant shall be responsible for all reporting requirements under applicable federal, state or local codes that pertain to the use and storage of hazardous materials and substances.

Tenant's obligations under this Paragraph shall automatically terminate and expire one (1) year after Tenant no longer occupies the Premises unless an action has been filed in some judicial tribunal of competent jurisdiction prior to that time which related to a period during which Tenant in fact did occupy any part of the Premises.

**31. Hazardous Material Storage Approval and Notification.** Tenant agrees to notify and provide the Landlord with the name, Safety Data Sheet, and specific amount of any material to be stored in the leased space that is deemed hazardous under the Federal SARA notification provisions at least thirty (30) days before Tenant intends to store the material on the leased premises. No hazardous material under the SARA provisions shall be stored by the Tenant in the leased space unless expressly approved by the Landlord before storage occurs, and Landlord reserves the right to prohibit storage of any hazardous material or place conditions upon the storage of any hazardous material at Landlord's sole discretion. The Tenant declares and hereby notifies the Landlord that the following hazardous materials will be stored in the leased space: Parafoil 18-97 (80,000 pounds), Parafoil 16-97 (30,000 pounds), Parafoil 20-97 (30,000 pounds), Rovene 97982 (30,000 pounds), and Sartomer SR 206 (30,000 pounds). Landlord hereby acknowledges notification by the Tenant and stipulates approval of these hazardous materials, as enumerated in this Section by name, Safety Data Sheet and amounts, to be stored in the leased space.

**32. Hazardous Material Spill Notification and Cleanup.** In the event of a spill or release of hazardous materials stored by the Tenant in the leased space, Tenant agrees to a timely, complete and thorough clean up and remediation of the said materials at Tenant's expense. Tenant agrees to notify Landlord of any spill or release of hazardous materials under this provision as soon as possible.

As security for the clean-up of any hazardous material spill or release that may occur on the leased premises during the term of the lease, Tenant shall provide a letter of credit to Landlord in the amount of \$100,000.00. Landlord may make draws upon the Letter of Credit in the event Tenant fails to cleanup any hazardous spill or release pursuant to this paragraph. The Letter of Credit must be in a form approved by the Landlord prior to the beginning of the lease period. This Letter of Credit does not limit Landlord's remedies against Tenant in the event the Tenant is in default under this paragraph, and Landlord reserves the right to pursue any other remedy available to Landlord.

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

**34. 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.

**35. 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)

**Encapsys, LLC**  
(Tenant)

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By: **Rick Dodd**  
Title: **Mayor**

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By: Mary Goggans  
Title: President

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

# Request for Annexation Review

Wisconsin Department of Administration

WI Dept. of Administration  
Municipal Boundary Review  
101 E. Wilson Street, 9<sup>th</sup> Floor  
Madison WI 53703  
608-264-6102 Fax: 608-264-6104  
[wimunicipalboundaryreview@wi.gov](mailto:wimunicipalboundaryreview@wi.gov)  
<http://doa.wi.gov/municipalboundaryreview/>

## Petitioner Information

Name: **SEE ATTACHED ADDENDUM A**

Address: **SEE ATTACHED ADDENDUM A**

Email: **SEE ATTACHED ADDENDUM A**

Office use only:

1. Town where property is located: **TOWN OF PACIFIC**

2. Petitioned City or Village: **CITY OF PORTAGE**

3. County where property is located: **COLUMBIA**

4. Population of the territory to be annexed: **0**

5. Area (in acres) of the territory to be annexed: **20.81**

6. Tax parcel number(s) of territory to be annexed  
(if the territory is part or all of an existing parcel): **11032-129.A  
AND 133.A1**

Petitioners phone:

**608-745-8557**

Town clerk's phone:

**608-742-8763**

City/Village clerk's phone:

**608-742-2176**

## Contact Information if different than petitioner:

Representative's Name and Address:

**JEFFREY P. CLARK**

**BOARDMAN & CLARK LLP**

**P.O. BOX 128**

**POYNETTE, WI 53955**

Phone: **608-635-4324**

E-mail: **JCLARK@BOARDMANCLARK.COM**

Surveyor or Engineering Firm's Name & Address:

**JAMES GROTHMAN**

**GROTHMAN & ASSOCIATES, S.C.**

**P.O. BOX 373**

**PORTAGE, WI 53901**

Phone: **608-742-7788**

E-mail: **JGROTHMAN@GROTHMAN.COM**

Required Items to be provided with submission (to be completed by petitioner):

**ADDENDUM A  
TO  
REQUEST FOR  
ANNEXATION REVIEW**

Petitioners Information:

Name: CRABS ENTERPRISES, LLC  
Address: C/O PAUL BREENE, AUTHORIZED MEMBER  
P.O. BOX 811  
PORTAGE, WI 53901  
Email: PBREENE@GMAIL.COM

AND

Name: CITY OF PORTAGE  
Address: C/O MARIE MOE, CITY CLERK  
115 WEST PLEASANT STREET  
PORTAGE, WI 53901  
Email: MARIE.MOE@PORTAGEWI.GOV

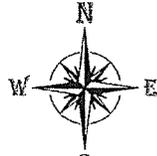
**LEGAL DESCRIPTION  
OF  
PROPERTY TO BE ANNEXED**

Being a part of Lot 2, Certified Survey Map No. 1008 located in the Northwest Quarter of the Southeast Quarter, the Southwest Quarter of the Southeast Quarter and the Southwest Quarter of the Northeast Quarter all in Section 9, Town 12 North, Range 9 East, Town of Pacific, Columbia County, Wisconsin described as follows:

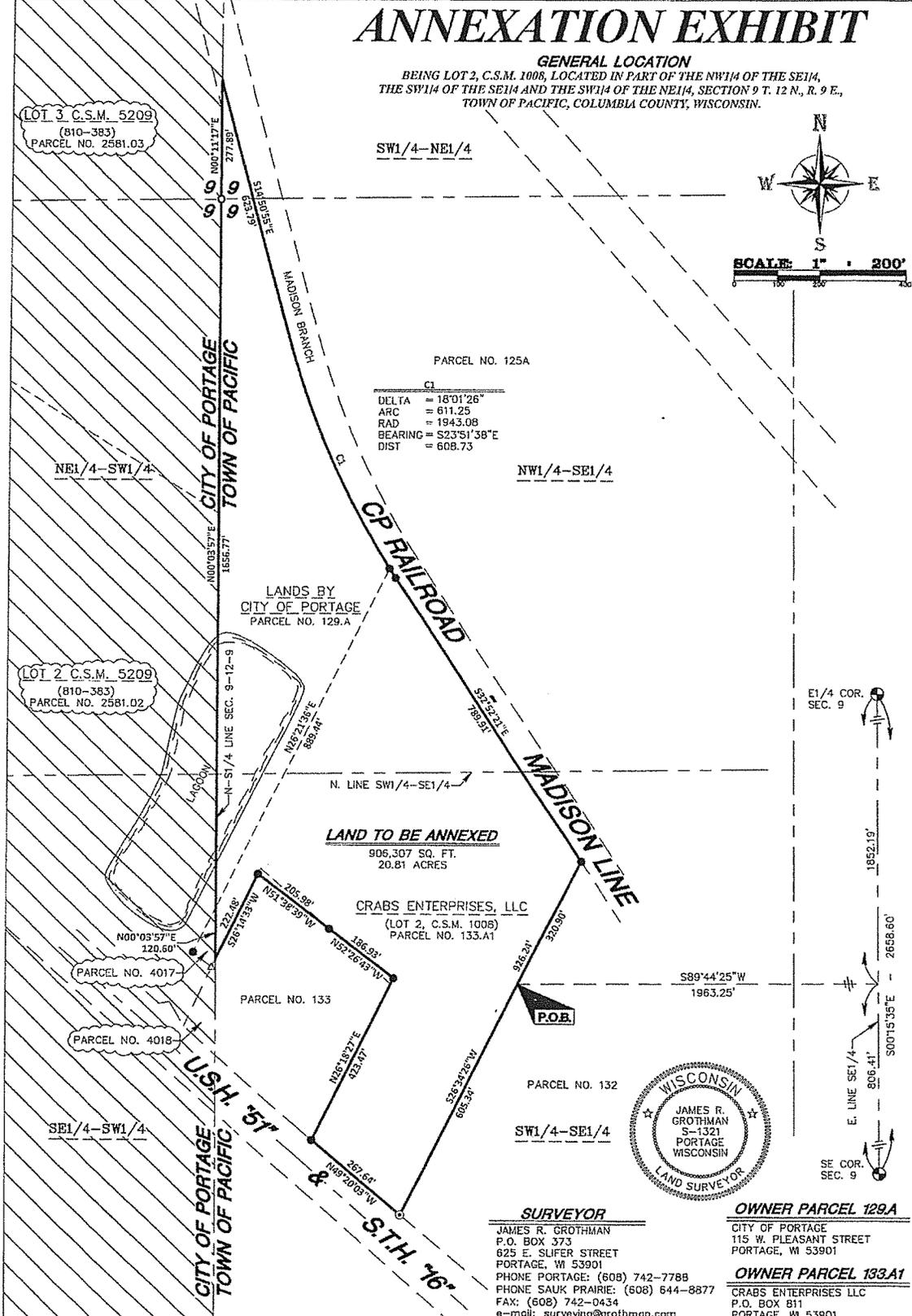
Commencing at the East Quarter corner of said Section 9;  
thence South  $00^{\circ}15'35''$  East along the East line of the Southeast Quarter of said Section 9, 1,852.19 feet;  
thence South  $89^{\circ}44'25''$  West, 1,963.25 feet to the point of beginning, said point being located in the East line of Lot 2, Certified Survey Map No. 1008;  
thence South  $26^{\circ}34'26''$  West along said East line of Lot 2, 605.34 feet to a point in the North right-of-way line of US Highway 51 and State Trunk Highway 16;  
thence North  $49^{\circ}20'03''$  West along said Northerly right-of-way line of US Highway 51 and State Trunk Highway 16, 267.64 feet;  
thence North  $26^{\circ}18'27''$  East along the West line of said Lot 2, 423.47 feet;  
thence North  $52^{\circ}26'43''$  West, 186.93 feet;  
thence North  $51^{\circ}38'39''$  West, 205.98 feet;  
thence South  $26^{\circ}14'33''$  West, 222.48 feet to a point in the North-South Quarter line of said Section 9;  
thence North  $00^{\circ}03'57''$  East along said North-South Quarter line of said Section 9, 1,656.77 feet to the center Quarter corner of said Section 9;  
thence North  $00^{\circ}11'17''$  East along said North-South Quarter line, 277.89 feet to a point in the Southerly right-of-way line of the Canadian Pacific Railroad Railway (Madison line);  
thence South  $14^{\circ}50'55''$  East along said Southerly right-of-way line of the Canadian Pacific Railroad Railway (Madison line), 623.79 feet;  
thence Southeasterly along a 1,943.08 foot radius curve to the left in said Southerly right-of-way line of the Canadian Pacific Railroad Railway (Madison line) having a central angle of  $18^{\circ}01'26''$  and whose long chord bears South  $23^{\circ}51'38''$  East, 608.73 feet;  
thence South  $32^{\circ}52'21''$  East along the Southerly right-of-way line of the Canadian Pacific Railroad Railway (Madison line), 789.91 feet;  
thence South  $26^{\circ}34'26''$  West along the East line of said Lot 2, 320.90 feet to the point of beginning.  
Containing 906,307 square feet (20.81 acres), more or less

# ANNEXATION EXHIBIT

**GENERAL LOCATION**  
 BEING LOT 2, C.S.M. 1008, LOCATED IN PART OF THE NW1/4 OF THE SE1/4,  
 THE SW1/4 OF THE SE1/4 AND THE SW1/4 OF THE NE1/4, SECTION 9 T. 12 N., R. 9 E.,  
 TOWN OF PACIFIC, COLUMBIA COUNTY, WISCONSIN.



SCALE: 1" = 200'



ANNEXATION EXHIBIT FOR OWNER NAME	TOWN OF PACIFIC COUNTY, WISCONSIN			
NO.	DATE	REVISION	BY	CHKD
THIS INSTRUMENT DRAFTED BY A. L. HOEL SHEET 1 OF 1				

**GA GROTHMAN & ASSOCIATES S.C.**  
 LAND SURVEYORS  
 822 EAST SUFER STREET, P.O. BOX 375 PORTAGE, WI 53901  
 PHONE PORTAGE: (608) 742-7788 FAX: (608) 644-8877  
 FAX: (608) 742-0434 E-MAIL: surveying@grothman.com  
 (1:00 SCALE REPRESENTS THE OFFICIAL SURVEY)



Name of Owner #2 (Tax Parcel 129.A):

City of Portage

Address of Owner #2:

c/o Marie Moe, City Clerk  
City of Portage  
115 West Pleasant Street  
Portage, WI 53901

**CRABS ENTERPRISES, LLC**

Dated: \_\_\_\_\_, 2016

By: \_\_\_\_\_  
Paul R. Breene, Authorized Member

**CITY OF PORTAGE**

Dated: \_\_\_\_\_, 2016

By: \_\_\_\_\_  
Marie Moe, City Clerk

- Attachments: Exhibit A – Legal Description of Territory to be Annexed  
 Exhibit B – Annexation Exhibit  
 Exhibit C – Legal Description of Area to be Rezoned B-4  
 Exhibit D – Legal Description of Area to be Rezoned M-1  
 Exhibit E – Legal Description of Area to be Rezoned \_\_\_\_\_



**CONSULTING PROPOSAL**  
**TO**  
**CITY OF PORTAGE**  
**FOR**  
**CLASSIFICATION AND**  
**COMPENSATION STUDY**

**SEPTEMBER 9, 2016**

**Contact:**

**Patrick W. Glynn**  
**Carlson Dettmann Consulting, LLC**  
**6733 Frank Lloyd Wright Avenue**  
**Middleton WI 53562**  
**920.418.2140**  
**patrick.glynn@carlsondettmann.com**

## I. EXECUTIVE SUMMARY

The City of Portage (City) requested a proposal to conduct a classification and compensation study and analysis covering an estimated 47 job classifications. The City's RFP contained a detailed scope of services, which we are prepared to address and/or provide in the course of the project.

Carlson Dettmann Consulting, LLC is a Wisconsin-based firm with extensive experience in public, private, and not-for-profit organizations. The founding partners, Charlie Carlson and Scott Dettmann, combined have over 75 years of consulting and executive experience.

In summary, the steps to complete a consulting study of the job classification systems for the City would be as follows:

- Project Definition and Orientation
  - refinement of the project plan to meet the specific needs of the City
- Position Analysis & Data Collection
  - formal process we use to gather and assess information about the duties, responsibilities and requirements of each position
- Job Evaluation
  - provide an objective means of ranking each position in an organization, independent of individual performance, into a hierarchy
- Market Analysis
  - collect and analyze relevant labor market information for the City to determine competitiveness of base salaries
- Total Compensation Analysis
  - summary review of the City's total compensation program, including development of cost estimates for the major benefit categories
- Pay Plan Design
  - design an appropriate salary structure and draft all of the necessary supporting policies
- Public Presentations
  - detailed presentation discussion of our findings and recommendations
- Employee Appeals (optional)
  - develop an appeal procedure so that a staff member can request a review of the job evaluation and position classification outcome of this study

## II. CONTENT OF PROPOSAL

This study will cover up to 47 of the City's current job classifications. It is the City's desire to develop and manage a unified pay structure for these employees to ensure that the City is able to attract and retain talent. It is our expectation that the City will want to adopt a uniform pay plan for all covered staff that is based on modern compensation principles and practices. The steps proposed for us to complete a consulting study of the job classification systems for the City would be as follows:

### Phase One: Project Definition and Orientation

The first step in this project would be refinement of the project plan to meet the specific needs of the City. An initial meeting with the City's leadership will help ensure mutual understanding concerning the scope and task sequence of the study and everyone's role. Specific items to be addressed would include:

- The timetable for the project — overall and interim steps;
- The system and process our firm utilizes to determine the relative value of each position using our point-factor Job Evaluation System;
- The policy and intentions of the parties with respect to correcting inequities that may be identified;
- The manner of communicating project progress to employees.

The process truly begins when we conduct project orientation session(s) for covered staff to explain the project, identify responsibilities for job documentation, distribute the necessary materials, and answer questions. In terms of project explanation, we outline the reasons for the study, the manner in which it will be conducted, the responsibilities of each party, the approximate time involved, and the results to be expected. The meeting also serves to manage expectations and to minimize feelings of concern or anxiety on the part of the employees.

At the outset of the study, and throughout the process, we would ask the City's decision-makers to provide guidance on four key policy questions:

1. What markets does the City wish to use for which job classifications?
2. Where does the City prefer to position its pay plan(s) in those markets?
3. How does the City want to deliver future pay changes? Based on performance, length of service, changes in living costs, or some combination of two or more of these factors?
4. What role, if any, does the level of employee benefits play into the compensation decisions to be made by the City?

We would lead a discussion on potential answers to these questions, offer our experience and suggestions, and develop the pros and cons of the various alternatives.

### Phase Two: Position Analysis & Data Collection

Position analysis is the formal process we use to gather and assess information about the duties, responsibilities and requirements of each position. In order to evaluate job content objectively and classify jobs, we need proper documentation of position responsibilities. This is the first part of the job evaluation portion of the project.

It is our experience that the best way to obtain accurate information is to have employees describe their own jobs in a systematic, complete manner because the person performing the job is the single best source of information about the job. In lieu of employees providing this information, we can work from other forms of job documentation (e.g. job descriptions) provided it is current and complete. The insights and opinions of the supervisor and/or manager are also important to consider.

The position analysis can take four forms: (1) review of the up-to-date job descriptions; (2) completion of our Job Description Questionnaire (JDQ); (3) employee interviews; or (4) a combination of these methods. Assuming the job descriptions are indeed up-to-date, we are comfortable utilizing the City's documentation; however, these may need to be supplemented with additional information depending on the circumstances.

If it is determined that JDQ's are a preferred route, we would require that the City designate one employee per classification to complete a JDQ for that classification. For jobs with multiple incumbents, we propose that the City's designee coordinate a joint JDQ, provided the duties among the incumbents are fundamentally the same. A copy of our JDQ is attached.

While we typically feel that employee interviews are unnecessary and costly, we can offer this service if the client so desires. However, please note that we would interview every department head as part of our base fee for this project.

In order to provide the City with the required analyses as it relates to this project, we require a significant amount of data from the City. It is imperative that the data be complete and accurate to ensure that our analysis is also complete and accurate. The data fields required for the wage analysis include the following individual data for the employees subject to the study:

- First Name, Last Name, Job Title, Department, Current Rate of Pay, Current FLSA Status, FTE, Annual Work Year, Gender, Current Grade, Current Minimum, Current Market Rate / Midpoint, Current Maximum, Hire Date, Job Date, Birth Date

The benefits analysis will require end-of-year aggregate data for the following data elements:

- Wages & Salaries Paid, Paid Leave (Vacation, Sick, Holiday, Sick, Personal), Supplemental Pay (Overtime & Premiums, Comp Time Paid, Shift Differentials, Bonuses), Insurance (Life, Health, Medical, Dental Vision, STD, LTD), Retirement (Defined Benefit, Defined Contribution), and Legally Required Benefits (Social Security, Medicare, Unemployment Paid, Worker's Compensation)

Additionally, other sources of information that are relevant to our analysis will be requested during the course of the project. They include, but are not limited to, the following:

- Organizational charts / tables of organization
- Current policies or contracts (if still applicable)
- Current wage schedules
- Budget/revenue forecasts
- Prior year costs of employee compensation
- Past, present & projected future health insurance data
- Other benefit costs tied to payroll
- Special pay issues (e.g. on call pay; out of class pay; overtime rules; FLSA issues)
- Overtime data related to potential wage compression
- Current performance evaluation documentation

### Phase Three: Job Evaluation

The purpose of job evaluation is to provide an objective means of ranking each position in an organization, independent of individual performance, into a hierarchy (i.e. "a relative ranking of positions"). Our job evaluation methodology is based upon determination of discernible differences in job content. Our system measures job content at objective levels in the following dimensions (otherwise known as "compensable factors"):

- Formal Preparation and Experience
- Decision Making (Scope and Impact)
- Thinking Challenges and Problem Solving
- Interactions and Communications
- Work Environment

Each of these factors is broken down into sub-factors with point levels associated with measured levels on each factor. We have used the system in thousands of applications, in both the public and private sectors, and it consistently yields valid results. It has been our experience that these factors of internal job worth are consistent with values found in our client organizations. Because of their breadth, they cover all main aspects of a job and are also seen as relevant to employees at all levels in the organization. We would apply the job evaluation system to all of the documented job content. A summary explanation of the system is attached.

Our recommendations regarding job evaluation outcomes also would include a recommendation on employee exempt/non-exempt status in accordance with the federal Fair Labor Standards Act.

Phase Four: Market Analysis

We would collect and analyze relevant labor market information for the City to determine competitiveness of base salaries. As indicated above, the City would have significant input into the selection of markets to be surveyed. We would utilize excellent published data sources, as well as custom survey data as needed, and we maintain an extensive survey library for this purpose. Our current survey database includes data for over 190 Wisconsin counties, cities, towns and villages.

In addition, we have contracted with MarketPay ([www.marketpay.com](http://www.marketpay.com)), an online data warehouse that is loaded with our private sector survey library, as well our own custom survey. Further, if it is found that one of the selected comparables is not in our database, or if the data is no longer current, we will collect that information as part of this project. We believe that there is sufficient published salary survey information for private sector comparisons in the City's labor market for many similar positions.

Phase Five: Total Compensation Analysis and Benefits Review

We approach human resource consulting from a total compensation perspective. As part of this phase of the project, we would conduct a summary review of the City's total compensation program, including development of cost estimates for the major benefit categories: required benefits (social security, Medicare, unemployment and worker's compensation), paid time off, retirement, and medical coverage. All of our research and practical experience indicates that most public employees have benefit programs involving employer cost contributions that are often, but not always, superior to area private sector employers.

It is impossible to obtain accurate local survey measures of benefits costs from private sector employers; however, we can develop reliable anecdotal information to guide the City's decision-makers. We have found that the Kaiser Family Foundation and the Bureau of Labor Statistics provide excellent insights into employer costs from not only a national perspective, but also from a regional level. Using the data collected by these sources, and applying a similar methodology to the local data, we are able to give our clients a starting point from which they can begin their own assessment of their total compensation package. We also can develop reliable estimates of the dollar value of the City programs in determining future hiring salaries.

Phase Six: Pay Plan Design

Using the results of the job evaluation process (internal relationships) and market data (external competitiveness), we would design an appropriate salary structure and draft all of the necessary supporting policies. We would develop pay plan(s) that are appropriate for step-based increases or performance-based increases, as directed by the City in our policy discussions.

We also would provide pay plan implementation alternatives should there be costs requiring mitigation by implementation over time. If there are positions deemed to be overpaid, then some version of "red-circling" would likely be the suggested method of moving forward with those situations.

Phase Seven: Public Presentations

We advocate transparency in our consultations, so the City can expect an articulate, detailed discussion of our findings and recommendations. We not only encourage our clients to emphasize communication with employees at all steps of the process, but we would anticipate distinct conversations/presentations with the City leadership (e.g. leadership, committee, etc.) as it relates to market selection and placement, mid-project findings and update, review of policy questions, and a final report and presentation(s).

At Carlson Dettmann Consulting, we are proud of our record of adoption and system continuation. We develop and present solutions that are sound, understood, and stand the test of time. We believe this is largely due to the fact that we actively engage our clients in the decision-making process.

#### Phase Eight: Employee Appeals (Optional)

If the City opts to include an appeals process, we would develop an appeal procedure so that a staff member can request a review of the job evaluation and position classification outcome of this study. An appeal process can be useful in the acceptance of the process by the employees. However, if selected, an appeal of the job evaluation result refers to an objection to the pay grade in which the position has been placed and not to the policy decisions made by the City (e.g. pay structure, market comparisons, pay plan implementation strategy, etc.). We believe the standard for an appeal should be that the job has changed substantially during the study so that it could not have been evaluated accurately or there has been a gross error.

We would conduct this appeal process after study recommendations are adopted by the City. The reason why we recommend handling the appeal process in this way is there is nothing to appeal until the recommendations are adopted. The appeal process is keyed toward individual cases, not the system itself.

We have found—for those clients that allow appeals—that this approach keeps the appeals process manageable.

#### **IV. CONSULTING TEAM**

Carlson Dettmann Consulting, LLC is a Wisconsin-based firm with extensive experience in public, private, and not-for-profit organizations. Carlson and Dettmann combined have over 75 years of consulting and executive experience. The Carlson Dettmann team has completed projects in over 15 states, including Wisconsin, Virginia, Ohio, Illinois, Arizona, California and Washington.

Our primary focus is on total compensation as a critical component of the overall human resource strategy. We strive to match each organization's compensation program to its strategic objectives. A well-designed total compensation program that is communicated effectively increases the probability that your employees will understand how their work relates to achieving your organization's strategic goals.

For purposes of this project, Patrick Glynn would be the Project Director and will serve as the primary working contact for the City. Jennifer Hassrick will serve as backup to the project, and assist in various capacities. A summary of their backgrounds is as follows:

- Patrick Glynn – Senior Consultant with CDC since 2013, and nearly two decades experience at the management level in local government with service to Calumet, Sauk, and Marquette Counties. Patrick is the former president of the Wisconsin Public Employer Labor Relations Association, and currently serves on the board of directors of the National Public Employer Labor Relations Association. Patrick has a bachelor's degree from the University of Wisconsin-Stevens Point. Patrick has served as project manager on numerous CDC projects for city, county, and special district/utility clients.
- Jennifer Hassrick – Consultant with CDC and Operations Manager since 2015, and more than ten years of business ownership and management experience. Developed the CDC survey database warehouse and serves as Operations Manager for the firm. She has a bachelor's degree from the University of Wisconsin – Madison and a master's degree from Northern Illinois University.

We are experts in survey design and analysis. In the mid-1990's, our predecessor firms, Carlson Dettmann Associates and Survey Research Associates (subsequently re-named **cnatrix**) pioneered online salary surveys and designed and managed the statewide survey sponsored by Wisconsin public employers. Charlie Carlson was CEO of both firms.

We sold the entire **cnatrix** firm to Gallup, Inc. in 2008, and the partners supported Gallup's transition of the survey and technology sides of our business for two years. In 2010, Carlson and Dettmann re-acquired their human resource consulting practices and re-established Carlson Dettmann Consulting, LLC.

#### **V. PROFESSIONAL REFERENCES**

We tailor the compensation plans that we develop to the specific requirements, culture, and capacity of each client. While a complete list of our post-Act 10 Wisconsin public sector projects is attached to this proposal, we have

provided information relating to five (5) projects that we believe provide a sampling of similar work we have recently completed. The City is welcome to contact anyone on this list.

<b>Client Name</b>	<b>Description</b>	<b>Contact Info</b>
Calumet County	Uniform pay plan covering all employees (except sworn represented) adopted. Plan is step system with commitment to convert to pay-for-performance.	Todd Romenesko 920.849.1448
City of Merrill	Uniform pay plan. Plan is step system to the range maximums.	David Johnson 715.536.5504
City of Watertown	Uniform pay plan covering all employees (except sworn represented). Plan is a step system, with the intent to move to a combination step system to control point with pay-for-performance to range maximum.	Ron Krueger 920.262.4000
Columbia County	Uniform pay plan. Plan is step system to the range maximums.	Joe Ruf 608.742.9667
City of Fitchburg	Uniform pay plan covering all employees (except sworn represented). Plan is combination step system to control point with pay-for-performance to range maximum.	Lisa Sigurslid 608.270.4211

**VI. PROJECT TIMETABLE**

We would complete these tasks by implementing the following detailed work plan, subject to the scheduling and availability of the client. The following timetable is suggested for this project:

<b>Task</b>	<b>Anticipated Completion</b>
Initial Meeting with Leadership / Senior Management .....	Week 1
Project Orientation/Initial On-Site Meeting .....	Week 2
Job Analysis / Review (Possible JDQ's).....	Week 6
Market Survey and Analysis .....	Week 10
Job Evaluations .....	Week 12
Review of Results & Fringe Benefit Discussions .....	Week 14
Draft Report .....	Week 16
Review/Discussions with Leadership .....	Week 17
Presentation of Final Report.....	Week 18
Appeals Process.....	Following adoption (if selected)

**VII. PROFESSIONAL FEES**

The unit of work by which Carlson Dettmann Consulting prices and conducts its projects are the job(s) to be analyzed as opposed to the hours required to do the work in the project. As such, the total professional fee to CDC for this project would be \$16,500 plus mileage expenses. This fee would include employee project orientations, meetings with the City's staff, on-site management interviews and up to three meetings with the appropriate parties (e.g. leadership, board, committee, etc.) to ensure adoption.

The project fee would be paid in four (4) equal installments of \$4,125: initial payment due upon execution of a professional services agreement, second payment due at the start of the second month of the project, third payment

due at the start of the third month of the project, and the final payment due upon delivery of CDC's findings and recommendations to the City. Expenses would be invoiced monthly during the project.

Our proposal is based upon 47 job classifications identified by the City. However, our experience has been that this count may eventually move up during the course of a project. Accordingly, we propose adjusting the fee appropriately with the City invoiced \$250 for every job evaluation over the 47-job evaluation count.

While we believe job documentation, supplemented with management interviews, is sufficient to complete our work, we also understand that there are times when the City might decide to have employees interviewed. We would conduct employee interviews, as determined by the City, at our hourly rates. Again, department head interviews are included as part of the proposed fee.

Many of our projects include an appeals/review process following adoption of a new plan. Because the approach to appeals varies from client-to-client, we have found it easiest to include this as an optional add-on to a project. If the City desires to incorporate an appeals process, the City will be invoiced \$175 per appeal/review submitted for our review and recommendation, plus travel expenses.

Any additional work may be requested and agreed upon and would be invoiced at either our standard hourly rates of \$225, or for an additional project fee as mutually agreed upon by the City and CDC.

#### **VII. STATEMENT OF CURRENT WORKLOAD**

It is not uncommon for Carlson Dettmann Consulting to be actively involved in several projects at one time, which is also demonstrated by our current workload. However, it is our practice to only submit proposals for those projects which can reasonably be completed by our staff, and in the timeframes defined by our clients. The City's timeline of April 30, 2017, fits into our current workload projections.

This proposal is valid until October 31, 2016. Thank you for the opportunity to submit this proposal, and we hope to have the opportunity to serve the City of Portage on this project and thereafter.

Respectfully submitted on September 8, 2016,



Patrick W. Glynn, Senior Consultant

Attachments:

- List of Recent Client Projects

**Representative List of Recent Public Sector Projects**

<b>County Governments</b>		
Barron County	Adopted a combination step system to control point with pay-for-performance to range maximum. Appeals currently in process.	Rachael Richie 715.537.6825
Bayfield County	Uniform pay plan covering all employees. Plan is step system to the range maximums.	Mark Abeles-Alison 715.373.6181
Calumet County	Uniform pay plan covering all employees (except sworn represented) adopted. Plan is step system with commitment to convert to pay-for-performance. County is an ongoing Total Rewards Management System (TRMS) client. [Market Update completed in 2015.]	Michelle Wright 920.849.1611
Columbia County	Uniform pay plan. Plan is step system to the range maximums.	Joe Ruf 608.742.9667
Dodge County	Uniform pay plan covering all employees (except sworn represented) adopted. Plan is combination step system to control point with pay-for-performance to range maximum. Assisted County in implementing new performance management system.	Sarah Eske 920.386.3692
Door County  [In Process]	Phase 1: Market re-pricing of an existing plan to test competitiveness. Phase 2: Job evaluation of all positions and placement on the wage schedule.	Kelly Hendee 920.746.2306
Douglas County	Uniform pay plan covering all employees (except sworn represented). Plan is combination step system to control point with pay-for-performance to range maximum.	Linda Corbin 715.395.1464
Iowa County	Committee recommendation for a combination step system to control point with pay-for-performance to range maximum.	Allison Leitzinger 608.935.0374
Jefferson County	Uniform pay plan covering all employees. Plan is step system to the range maximums.	Terri Palm 920.674.7103
Jo Daviess County, IL	Uniform pay plan covering all employees. Plan is combination step system to control point with pay-for-performance to range maximum	Dan Reimer 815.777.6557
Lincoln County	Uniform pay plan covering all employees.	Randy Scholz 715.539.2501
Oconto County [Market Update in Progress]	Uniform pay plan. Plan is step system to the range maximums.	Kevin Hamann 920.834.6811
Oneida County	Uniform pay plan covering all employees (except sworn represented). Plan is combination step system to control point with pay-for-performance to range maximum for exempt employees and a step system for nonexempt employees.	Lisa Charbarneau 715.369.6154
Price County [In Process]	Comprehensive compensation study covering all non-represented County staff.	Nick Trimner 715.339.5138
Sawyer County [Market Update in Progress]	Both a compensation plan and employee policy project. Uniform pay plan adopted. Plan is step system to the range maximums.	Tom Hoff 715.638-3245
Shawano County	Uniform pay plan adopted. Plan is step system to the range maximums.	Judy Rank 715.526.4640
Taylor County	Uniform pay plan covering all employees (except sworn represented). Plan is step system.	Marie Koerner 715.748.1403
Waupaca County	Uniform pay plan covering all employees (except sworn represented) adopted. Plan is step system to range maximum for most employees; combination steps to control point with pay-for-performance for department heads and nursing home.	Amanda Welch 715.258.6211

**Representative List of Recent Public Sector Projects**

Wood County	Two pay plans covering all employees (except sworn represented) adopted. Plan for non-supervisory staff is step system. All managers and supervisors have a combination plan with a step system to control point and pay-for-performance to range maximum.	Warren Kraft 715.421.8805
<b>Cities and Villages</b>		
City of Appleton	Uniform pay plan covering all employees (except sworn represented) adopted. Plan is an open range pay-for-performance system. [Market Update completed in 2015.]	Sandy Behnke 920.832.6458
City of Brooklyn Park, MN	Comprehensive update of pay plan for both FLSA Exempt and Non-Exempt staff.	Beth Toal 763.493.8012
City of Burlington [In Process]	Comprehensive compensation study covering all non-represented City staff.	Megan Watkins 262.342.1168
City of De Pere	Uniform pay plan covering all employees (except sworn represented). Plan is combination step system to control point with pay-for-performance to range maximum.	Shannon Metzler 920.339.4045
City of Fitchburg	Uniform pay plan covering all employees (except sworn represented). Plan is combination step system to control point with pay-for-performance to range maximum.	Lisa Sigurslid 608.270.4211
City of Fond du Lac	Uniform pay plan covering all employees (except sworn represented) adopted. Plan is a step system to range maximum.	Deborah Hoffmann 920.322.3625
City of Green Bay [In Process]	Comprehensive compensation study covering all non-represented City staff.	Lynn Boland 920.448.3147
City of Jefferson	Uniform pay plan covering all employees (except sworn represented). Plan is combination step system to control point with pay-for-performance to range maximum.	Tim Freitag 920.674.7700
City of Kenosha	Comprehensive pay plan for all City staff, except unionized police, fire, and transit. Covers independent City water/wastewater utility, as well. Plan is a step system, but our work also included the development of a performance management and employee development system.	Steve Stanczak 262.653.4128
City of Manitowoc	Plan is step system with commitment to convert to combo system.	Rochelle Blindauer 920.686.6995
City of Marshfield	Uniform pay plan covering all employees (except sworn represented). Plan is combination step system to control point with pay-for-performance to range maximum.	Jennifer Rachu 715.486.2004
City of Merrill	Uniform pay plan. Plan is step system to the range maximums.	David Johnson 715.536.5504
City of Neenah	Uniform pay plan covering all employees (except sworn represented) adopted. Plan is an open range pay-for-performance system.	Heather Barber 920.886.6103
City of Oconomowoc	Pay plans for FLSA Exempt and Non-exempt classifications. Market update in 2015.	Tony Posnik 262.569.3225
City of Oshkosh	Uniform pay plan covering all employees (except sworn represented) adopted. Plan is combination step system to control point with pay-for-performance to range maximum. [Market Update in progress, including comprehensive analysis of City Manager compensation.]	John Fitzpatrick 920.236.5112
City of Platteville	Comprehensive compensation study covering all non-represented City staff.	Karen Kort 608.348.1821
City of Racine [In Process]	Comprehensive compensation study covering all non-represented City staff.	Timothy Thompkins 262.636.9175
City of River Falls	Uniform pay plan covering all employees. Plan is combination step system to control point with pay-for-performance to range maximum.	Scot Simpson 715.426.3402
City of South Milwaukee	Uniform pay plan. Plan is step system to the range maximums.	Tami Mayzik 414.768.8051

**Representative List of Recent Public Sector Projects**

City of Superior	Uniform pay plan with step system to the range maximums.	Cammi Koneczny 715.395.7210
City of Watertown	Uniform pay plan covering all employees (except sworn represented). Plan is a step system, with the intent to move to a combination step system to control point with pay-for-performance to range maximum.	Mayor Ron Krueger 920.262.4000
City of Wauwatosa	Uniform pay plan covering all employees (except sworn represented). Plan is combination step system to control point with pay-for-performance to range maximum. Market update in 2015.	Beth Aldana 414.479.8906
City of West Allis [In Process]	Comprehensive compensation study covering all non-represented City staff.	Rebecca Grill 414.302.8294
Village of Weston	Designed uniform pay plan. Plan is combination step system to control point with pay-for-performance to range maximum. Current project to develop employee development process.	Daniel Guild 715.241.2600
Village of Shorewood Hills	Comprehensive compensation study covering all non-represented City staff.	Chris Swartz 414.847.2701
<b>Education</b>		
Mid-State Technical College	Uniform pay plan covering all employees (except faculty) adopted. Plan is an open range pay-for-performance system.	Brianne Petruzalek 715.422.5351
DC Everest School District	Compensation study covering administrators and support staff.	Dr. Kim Hall 715.359.4221 x 1225
Marshfield School District	Compensation study of all administrative positions.	Patrick J. Saucerman 715.387.1101
Neenah Joint School District	New pay plan for former bargaining unit support staff employees. Plan is combination step system to control point with pay-for-performance to range maximum.	Vicky Holt 920.751.6800
Southern Door School District	Staffing and compensation study of administrative support positions. Compensation studies for faculty (adopted) and for administrators and educational support staff (in process).	Patricia Vickman 920.825.7311
Stevens Point School District	Designed pay plans for staff, administration, and phase I of faculty plan.	Florence Haley 715.345.5512
<b>Long Term Care District</b>		
Western Wisconsin Cares	Comprehensive compensation study covering all District staff; nearing completion. Uniform pay plan. Plan is step system to the range maximums.	Bev Monahan 608.785.5718
<b>Utility</b>		
NEW Water	Comprehensive wage survey and pay plan review.	Trisha Brown 920.438.1052
Green Bay Water Utility [In Process]	Uniform pay plan. Plan is step system to the range maximums. Currently assisting with employee development, strengths-based leadership, and employee engagement.	Nancy Quirk 920.448.3499
Milwaukee Metropolitan Sewerage District [In Process]	Comprehensive pay plan review.	Candace Richards 414.225.2117
City of Racine Water and Wastewater	Comprehensive wage survey and market review.	Keith Haas 262.636.9434

## LETTER OF AGREEMENT

The **City of Portage** and the **Portage Professional Police Association local of the Wisconsin Professional Police Association/LEER** by this LETTER OF AGREEMENT agree to modify the current Collective Bargaining Agreement concerning the Healthcare Reimbursement Account (VEBA) as follows:

1. Modify ARTICLE IV. ABSENCES, Section 1. Sick Leave by replacing the last sentence “This amount shall be deposited into the employee’s individual HRA/VEBA trust fund account.” with the following: This amount shall be deposited into the employee’s individual HRA/VEBA trust fund account annually as follows:
  - A. Beginning with the first pay period in the month following their retirement date and every January thereafter, retirees shall have a payment made into their HRA/VEBA account by the City consisting of that calendar year’s group health insurance annual (twelve times the monthly premium amount or a proration for the first payment only if the retirement occurs in midyear) cost as outlined in Section 2 of Article V. Said payments shall continue annually until the member’s accumulated sick leave account amount as outlined in Section 1 of Article IV is exhausted.
  - B. In the event of the death of the retiree who has spouse the annual payments as outlined in “A” above shall continue to be paid by the City.
2. Modify ARTICLE V. RETIREMENT AND INSURANCE, Section 10. Healthcare Reimbursement Account (VEBA) as follows: The Employer agrees to offer a HRA plan administered by Security Financial Resources Incorporated or another qualified provider mutually agreed to by the Association. The Employees will have their unused compensatory time off bank converted into their HRA on the last payday in November. Unused compensatory time will not include compensatory time scheduled to be taken on or before December 31st of that year, ~~or~~ compensatory time that was cashed in prior to the last payday in November, or the amount of up to the maximum of twenty-four (24) hours of accrued compensatory time designated by the employee to be carried forward from one calendar year to the next. Holiday Time hours may accumulate throughout the year in the employee’s personal account. On the last payday in November, any holiday time that remains unused will be deposited into the employee’s individual HRA/VEBA trust fund account. Unused holiday time will not include holiday time scheduled to be taken on or before December 31st of that year or holiday time that was cashed in prior to the last payday in November. In addition, a retiring employee’s unused sick leave payment listed in the last paragraph of Section 1 of Article IV – Absences as shown above shall be deposited into the employee’s account.
3. Modify ARTICLE VIII. HOURS OF EMPLOYMENT AND OVERTIME, Section 5. Compensatory Time as follows: In lieu of receiving pay for overtime hours worked, employees may request and receive compensatory time off at time and one-half (1-1/2). Compensatory time may not be taken when the employee must be replaced on the work schedule. The maximum annual compensatory time claimed shall be eighty (80) hours. Employees shall give the Chief or his designee forty-eight (48) hours’ notice for compensatory time off, but this provision shall not prohibit the use of compensatory time with less notice if permitted by the shift supervisor.

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

Prior to the last payday in November of each year, employees may request payments of any amount of their accumulated compensatory time to be paid on the employee's next payday.

Employees will have their unused compensatory time off bank converted into their HRA on the last payday in November. Unused compensatory time will not include compensatory time scheduled to be taken on or before December 31st of that year, or compensatory time that was cashed in prior to the last payday in November, or up to the maximum of twenty-four (24) hours of accrued compensatory time designated by the employee to be carried forward from the current calendar year to the next.

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

**IN WITNESS HEREOF**, the parties hereto have executed this Agreement on the \_\_\_ day of October, 2016, by:

CITY OF PORTAGE

ASSOCIATION

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
President

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
WPPA Business Agent

Type	Department	Brand	Serial Number	ID Tag	Mileage	STATUS
VEHICLE	PD CAR	2011 IMPALA	2G1WD5EM1B1224997	02535	146403	SELL
EQUIPMENT	PNR	94 DEERE 4X2 25	VG06X4D025285	100-30-00300		SELL
ENGINEERING COPIER	PUBLIC WORKS	XEROX	4L3015062			SELL
VEHICLE	TAXI	2010 VAN	2D4RN4DE4AR255086	2606202555	323,192	SELL
VEHICLE	TAXI	2010 VAN	2D4RN4DEXAR255089	2606202533	328,973	SELL
VEHICLE	TAXI	2010 VAN	2D4RN4DE6AR255087		329,094	SELL
VEHICLE	TAXI	2010 VAN	2D4RN4DE8AR255088		322,923	SELL
VEHICLE	TAXI	2010 VAN	2FABP7CV0AX126453		294,413	SELL
VEHICLE	TAXI	2010 VAN	2FABP7CV6AX126456		291,437	SELL
VEHICLE	WASTE WATER TRUCK	2022 FORD 250	1FTNF20L82EA36826	00504	95549	SELL
CHAIRS				558		SCRAP
CHAIRS				554		SCRAP