City of Portage Common Council Meeting
Council Chambers of City Municipal Building
115 West Pleasant Street, Portage, WI
Regular Meeting – 7:00 p.m.
October 22, 2015
Amended Agenda

1. Call to Order

2. Roll Call

3. Pledge of Allegiance

4. Approval of Agenda

5. Minutes of Previous Meeting

6. Consent Agenda
   A. Reports of Sub-Committees, Boards, and Commissions
      1. Library Board, September 8, 2015
      2. Cable TV Commission, September 23, 2015
      3. Board of Zoning Appeals, October 5, 2015
      4. Tourism Promotion Committee, October 6, 2015
      5. AdHoc Canal Committee, October 7, 2015
      6. Historic Preservation Commission, October 7, 2015

   B. License Applications
      1. Operator
      2. Taxi Cab Operator

7. Committee Reports
   A. Municipal Services and Utilities Committee, October 1, 2015
      1. Consideration of recommendation for Revised Agreement for Hwy. 33 Sewer Lateral

   B. Legislative and Regulatory Committee, October 5, 2015
      1. Consideration of recommendation for approval of “Class B” Fermented Malt Beverage and “Class C” Wine License for Cathay Garden LLC, Jung Hua Hao, agent, 238 West Cook Street

   C. Finance/Administration Committee, October 8, 2015 and October 12, 2015

   D. Park and Recreation Board, October 13, 2015

E. Airport Commission, October 21, 2015
(Minutes from the August 19, 2015 Commission meeting are included for reference only.)

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

9. New Business
   A. Ordinances
      1. Ordinance No. 15-013 relative to Motor Vehicles and Traffic (Stop Sign on Lock Street at West Edgewater Street)

   B. Resolutions
      1. Resolution No. 15-041 relative to the Discontinuance of the Pedestrian Walkway Located in Block 5, Block 6 and Block 7 in Woodridge Subdivision First Addition, City of Portage, Columbia County, Wisconsin, Pursuant to Wis. Stat. § 66.1003
      2. Resolution No. 15-042 relative to Airport Hangar Lease Surcharge

   C. Mayor's Comments
      1. Halloween hours
      2. CBD decorations
      3. Council seminar

   D. City Administrator Report
      1. Fall newsletter
      2. Position vacant status

10. Adjournment

    10/15/2015, 12:02 p.m.

Common Council Proceedings
City of Portage

Regular Meeting
Council Chambers
City Municipal Building

October 8, 2015
7:00 p.m.

1. **Call to Order**
   Mayor Tierney called the meeting to order at 7:00 p.m.

2. **Roll Call**
   Present: Ald. Charles, Dodd, Hamburg, Havlovic, Klapper, Kutzke, Lynn, Maass

   Excused: Ald. Monfort

   Also Present: Mayor Tierney, City Clerk Moe, City Administrator Murphy, City Attorney Spankowski, Fire Chief Simonson, Library Director Schultz

   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 Maass to approve minutes of September 24, 2015 Common Council meeting. Ald. Maass stated that her comment recorded in the minutes during the discussion of the Alcohol Licensing Ordinance did not correctly summarize her concerns and statement. Motion by Maass, second by Hamburg to amend that portion of the minutes changing the following sentence by deleting the crossed out portion: Ald. Maass indicated she changed her position on this ordinance ~~and was concerned that City would be open to litigation by picking and choosing licenses that meet the same criteria. Ald. Maass stated that all applications should be taken at City Hall for the committee to review location, guidelines and demand.~~ Motion carried unanimously on call of roll. The original motion, as amended, carried unanimously on call of roll.

6. **Consent Agenda**

Reports of Sub-Committees, Boards, and Commissions

Airport Commission meeting of September 30, 2015

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

License Applications

Operator license applications for Krystle M. Poulson and Julie A. Teuber.

Taxi Cab Operator license application for Greg G. Hons.

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

7. **Committee Reports**

Plan Commission meeting of September 21, 2015

Finance/Administration Committee meetings of September 28, 2015 and October 8, 2015

Motion by Dodd, second by Charles to approve claims in the amount of $1,629,649.61. Motion carried unanimously on call of roll.

Human Resources Committee meeting of September 29, 2015

Motion by Dodd, second by Hamburg to approve the revised position description for Receptionist/Administrative Assistant. Motion carried unanimously on call of roll.

Motion by Dodd, second by Maass to approve the full-time use of a city vehicle by the Public Works Superintendent. Motion carried unanimously on call of roll.

8. **Unfinished Business**

Ordinances

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

Ordinance No. 15-011 relative to Alcohol Licensing. Motion by Charles, second by Hamburg to suspend the rules and have the second reading of Ordinance No. 15-011 relative to Alcohol Licensing by title only. Motion carried unanimously on call of roll. Ordinance No. 15-011 relative to Alcohol Licensing received its second reading by title only. Motion by Maass, second by Charles to send the Ordinance back to the Legislative and Regulatory Committee for review. Motion carried 7 to 1 on call of roll with Lynn voting no.

Ordinance No. 15-012 relative to Fire Prevention & Protection. Motion by Charles, second by Dodd to suspend the rules and have the second reading of Ordinance No. 15-012 relative to Fire Prevention & Protection by title only. Motion carried 7 to 1 on call of roll with Klapper voting no. Ordinance No. 15-012 relative to Fire Prevention & Protection received its second reading by title only. Motion by Dodd, second by Maass to send the Ordinance back to the Legislative and Regulatory Committee for review. Motion carried unanimously on call of roll.

9. New Business

Mayor's Comments

Mayor Tierney went over filing dates for the 2016 election. Seats up for election in 2016 are District 2, 5, 6, and Mayor.

Dog owners were reminded that even though there is no leash law in the city, dogs are required to be under the owner's control. Also, owners should clean up after their pets.

Library Report

Library Director Schultz reported on activities at the Library. The Library has received the UW Extension 2015 Friend of 4H Appreciation Award. The summer food service program served 825 people at the Library and 1001 at Goodyear Park; and are looking to add a site near Wauona Trail next year. A career center is being added. More programming continues to be added. An Open House is being scheduled in November. Cardholders are comprised of 60% city residents and 40% non-residents. Staff recently attended a social services symposium to learn to deal with the homeless and disadvantaged people coming to the Library.

10. Adjournment

Motion by Dodd, second by Charles to adjourn. Fire Chief Simonson informed the council of the Fire and Police Departments Open House scheduled for Saturday. Motion carried unanimously on call of roll at 7:30 p.m.

Marie A. Moe, WCPC, MMC
City Clerk

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

LIBRARY BOARD MEETING MINUTES
September 8, 2015

Meeting called to order 12:06 pm
Present: Gregory, Vehring, Stenberg, Voigt, Simonson, Blohm, Schultz
Excused: McLeish, Stevenson, Schoenborn

1. Motion to approve August 11, 2015 regular meeting minutes (HS/MS)
2. Financial Reports:
    a. Motion to approve August 2015 Municipal funds claims and Library Restricted funds claims for payment as presented. (KV/HS)
3. Director's Report: Shannon Schultz
    a. Programming Teens are up and Technology up
    b. Reviewed acknowledgment Board Proof
    c. Working on self-check kiosks so it can be better utilized.
    d. Friends of the Library meeting September 9, 2015 budget & programming. Annual meeting Friday 9/25 @ Library at 6:30 pm.
    e. Open House in November. Foundation is planning this with the staff.
    f. Tech Tuesdays started today, 9/8/15. Like one on one with more of a classroom setting.
4. Motion made to allow Eleanor Voigt to request the City consider a stop sign and crosswalks at the intersection of West Edgewater and Lock St. (DG/HS)
5. Closed Session:
    a. Motion to convene into closed session pursuant to Wisconsin State Statute 19.85(1)(c) to discuss compensation of personnel at 12:25 p.m. (DG/HS)
6. Meeting Adjourned at 12:40 p.m. (DG/MS)

Eleanor Voigt – President
Dr. Brenda Blohm – Vice-President
Chad Stevenson - Treasurer
Eleanor McLeish – Secretary
Dr. David Gregory
Nikki Schoenborn-Hoffmann
Melissa Simonson
Heather Stenberg
Klay Vehring

City of Portage
Board of Zoning Appeals
Monday, October 5, 2015
Municipal Building, Conference Room Two
Minutes

Members Present: Dave Carlson; Adam Field; Mike Paul; Mike Mulhern

Members Absent: Traci Bartels; Jeff Wetzel, alternate (excused); Ryan Jahn, alternate

Also Present: Mark & Vicki Betthauser, property owners

1. **Public hearing** – convened at 5:25pm.

2. **Call to order** – following the public hearing, the determination meeting was called to order at 5:36pm by Chairman Carlson.

3. **Roll call** – roll was taken with the above members present.

4. **Approval of minutes from previous meetings** – minutes amended to include the clarification that the variance for 315 Oneida St. was approved under the condition that the properties in question be combined into one lot pursuant to a certified survey map (CSM). Motion by Mulhern to approve as amended, 2nd by Paul. Motion passed unanimously.

5. **The application for Vicki and Mark Betthauser, 301 E. Conant St., Parcel 562, City of Portage, Columbia County, Wisconsin is for a variance to Chapter 90, Article II, Section 90-29 (5) for exceeding the minimum side and year yard accessory structure setbacks of 4 feet. The property is zoned R-3 Single Family and Two Family Residential.**

   Said variance will allow the construction of a detached garage on former site of garage to within 1 foot of the side lot line, a variance of 3 feet, and to within 3 feet of the alley, a variance of approximately 1foot.

   Applicants Mark & Vicki Betthauser presented the variance request to the committee. Variance would allow them to construct a detached garage on the site of a similar structure that had to be torn down in July 2015 because of structural issues. Structure will contain gutters and downspouts. Other nearby properties currently infringe on ally setback ordinance. The other side of the property sideline in question is an unpaved parking lot for apartment housing. No neighboring property owners registered concerns at the public hearing.

   Motion by Carlson to amend the variance to include condition that the structure be no larger than 22 ft. x 22 ft. in dimension, 2nd by Paul. Passed, 4-0.

   Motion by Mulhern to approve the variance request as amended, 2nd by Field. Passed, 4-0.

6. **Adjournment** – meeting adjourned at 5:46pm, motion by Field, 2nd by Mulhern.

Respectfully submitted,

Adam R. Field
Secretary

City of Portage
Tourism Promotion Committee Meeting
Tuesday, October 6, 2015, 5:30pm
City Municipal Building, 115 West Pleasant Street
Conference Room One
MEETING MINUTES

Members Present: Marty Havlovic, Rick Dodd, Chad Stevenson & Carole LaVigne
Members Excused: Dawn Schneller
Others Present: Marianne Hanson, Carmen Griffith, 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 Rick, 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
A motion was made by Carole, second by Rick to approve claims as submitted in the amount of $2,868.00. Motion carried unanimously on the roll call of 4-0.
Claims listed were $500 Wisconsin Bike Federation, $768 Our Wisconsin Magazine, $1200 Circle Wisconsin, $400 Zona Gale Celebrates Friendship Village

5. Discussion and actions on various marketing proposals by Portage Area Chamber of Commerce in 2015 budget

Marianne gave an update to the committee on Taste of Portage. Many vendors sold over 500 food items and some ran out of food and had to go back to their restaurant and restock. One business had their 2nd best weekend event during Taste of Portage.

The Our Wisconsin magazine featured Portage and Columbia County in a 3 page earned media editorial. The committee has been taking ads in this publication for quite some time now.

Marianne let the committee know that we will moving the Magnum Media funds to ads with Journal and Topics for $1640 from the 2015 advertising. This publication will cover 1 million households in the Chicago market with a paid subscription and be used to kick off the winter season with our campaign for skiing at Cascade Mountain. We also sent 3,000 brochures to be distributed in this newspaper as an insert.

Marianne informed the committee that all the bike loops have been signed for Columbia County. The Chamber is working on collecting 2016 events for the upcoming publications/advertising. The Tourism Committee had also reserved $1000 to help with the costs of the entrance signs for the Service Club Organizations. These sign locations are now included in the new proposed sign ordinance.

Discussion on lift ticket purchases for winter season with hotels. The committee will purchase tickets from Cascade Mountain and sell them for the value of $36 each, not the lower price of $18 that was previously discussed. Marianne should find out how many tickets are needed for each hotel and the committee will decide how many to purchase at the next meeting.

6. 2016 budget deliberations

The committee budget goal is $135,000 for 2016. The City will be charging a fee of 2% for administrative costs. The committee went through the proposed budget line by line with discussion.

The request from the GPYEF was discussed with the concern that the City is already borrowing money to contribute to the project. It is not able to be included at this time, but could be looked at a later time.

Marty asked that a report from the Concerts at the Portage be given next year with estimated attendance for the performances, estimated sales from the pie and food sold for the concert series and if any lodging facilities had overnight stays.

Discussion on requests from DPI in regards to the Wine Walk and Beer Walk. The requests are not going to be included since these events generate income with admission and the committee did not feel they would generate enough lodging stays. The Ad-Lit Guide and Rack Card request will not be included as well.

The Mural was request was removed from the budget since the committee contributed to that for 2015.

The request for Rendezvous at the Fort for 2016 was reviewed by the committee with discussion on costs and including the event in advertising that is already being done.

After more discussion on places items to remove or reduce, the committee made reductions across the board in order to get to the proposed $135,000 budget. Motion by Carole, second by Rick to approve the budget as presented. Motion carried unanimously on the roll call of 4-0.

Items approved for 2016 Budget:

DIRECT ALLOCATIONS

City of Portage administration fee	$2,000
Fort Winnebago Surgeon's Quarters	$2,500
Historic Indian Agency House	$5,500
Portage Area Chamber of Commerce	$33,500
Portage Center for the Arts	$7,000
Portage Curling Club	$5,500
Portage Historical Museum	$6,000
WWII Museum	$750
TOTAL	**$62,750**

MARKETING/ADVERTISING

Marketing/Advertising Media	$46,300
Banners	$2,500
Discover Wisconsin-2 years	$3,000
Interstate directional signs (blue)	$2,000
TOTAL	**$53,800**

TEAM GRANT REQUESTS

Concerts at the Portage-CCVB	$1,500
Canal Days – DPI	$1,500
Yuletide – DPI	$1,500
Columbia County Fair – Fair Board	$1,250
Rendezvous at the Fort-FWSQ	$1,250
Read2Ride- Kiwanis	$750
Concert in the Park & July 4th- PACC	$6,750
Downtown Walking Tour- PACC	$300
Taste of Portage- PACC	$3,250
Zona Gale Friendship Village-ZG Soc.	$400
TOTAL	**$18,450**

GRAND TOTAL 2016 BUDGET **$135,000**

7. Next meeting date
November 3, 2015 at 5:30pm

9. Adjournment
The meeting was adjourned at 6:28pm with a motion by Rick, second by Carole. Motion carried unanimously on the roll call of 4-0.

Minutes submitted by Marianne Hanson

City of Portage Tourism Promotion Committee
2015
Schedule of Vouchers

Date	# of Invoice	Vendor	Description	Account	Amount
9/1/15	AD2015032	Wisconsin Bike Fed	1/2 page September ad	296	$ 500.00
9/25/15	683	Our Wisconsin	1/4 page Oct/Nov 15 ad	296	$ 768.00
9/15/15	3556	Circle Wisconsin	membership 11/15-10/16	296	$ 1,200.00
9/4/15	15 event	Friendship Village c/o Jeff Grothman	2015 event	710	$ 400.00
240-00-56000-				TOTAL	$ 2,868.00

Approved for payment at 10/6/15 meeting of the City of Portage Tourism Promotion Committee

(Marty Havlovic, CPTPC Chair)

6 October 2015

Account:

222 Water & Sewer Charges
292 Printing/Publishing
296 Marketing
710 Community Events
720 Chamber of Commerce
726 Portage Historical Society
728 Zona Gale Center
730 Grants/Contributions
790 Miscellaneous Expense

City of Portage
Ad Hoc Canal Committee Meeting
Wednesday, October 7, 2015
Field Visit 2:30 p.m. (Meet at the City Municipal Building, 115 West Pleasant Street, transportation will be provided.)
Meeting will follow field visit, approximately 4:00 p.m. at the City Municipal Building, 115 West Pleasant Street, Conference Room One
Minutes

Members present at the Field Visit: Fred Galley, Chairperson; Chris Arnold, Ron Dorn, Jerry Foellmi, Marianne Hanson and Bob Redelings

Others present (from SEH): Jill Fehrman, Darren Fortney and Chris Blum

Members present for the meeting at 4:27 p.m.: Fred Galley, Chairperson; Chris Arnold, Ron Dorn, Jerry Foellmi, Marianne Hanson, Doug Klapper, Jesse Spankowski (citizen member) and Bob Redelings

Members excused: Mayor William Tierney ex-officio

Others present: Administrator Murphy, Jill Fehrman, Darren Fortney, Chris Blum, Karen Richardson, Bill Welsh (Cable TV) and Noah Vernau (PDR).

1. Roll Call

2. Discussion and possible action on minutes from 8/13/15 meeting.

Motion by Hanson, second by Dorn to approve the minutes. Motion passed unanimously on call of the roll

3. Columbia County Buildings/US 51 Reconstruction/Canal Projects meeting

The meetings held by the WDNR and City and County officials was briefly discussed. No action.

4. DNR Update from Scott Inman, DNR representative

Scott Inman was not in attendance, so no update was presented.

5. SEH Design Session Jill Fehrman and Darren Fortney

The following design elements were discussed:

- Wisconsin River Lock bridge; “pockets” would be cut into the canal wall for the bridge abutments to keep the bridge deck flush with the

existing trail or alternatively, the trail would be ramped to meet the bridge deck. See attached photos for current and historic lock area.

- Boat Launch and ramp; Redelings mentioned potential sites as being east of Adams St., at Hamilton St. or on WDNR property near the C.P. railroad tracks. Klapper mentioned the potential sites identified for funding as part of the Fox-Wisconsin Heritage Trail System and Galley provided a handout (attached) of potential sites previously considered.
- Canal Width Segment 2; Galley distributed a conceptual illustration (attached) of the desired project. It was noted that the desired waterway shouldn't be any wider than the 40' width of the segment between Wisconsin St. (STH 16) and Adams St.
- Future maintenance; Beyond the structural improvements (walls & trail), the areas should be no steeper than 4:1, so the areas could be maintained by common mowing equipment.
- Storm Water Outlets; Sediment traps should be provided on the outfall pipes. These structures could be provided along E. Edgewater St. and E. Mullett St., which would be more accessible by maintenance equipment.
- Under RR bridge; Any work under the C.P. railroad tracks and along the existing bridge abutment requires the approval by C.P. R.R.
- Hamilton St. - McPearson St. bridge; It was noted that by offsetting the bridge to the west, the existing storm sewer pipes could be accommodated and a parking area for a trailhead could also be accommodated. See attached photo for a conceptual illustration. A weathered/low maintenance (non-painted) finish is desireable.

6. Set Next Meeting Date

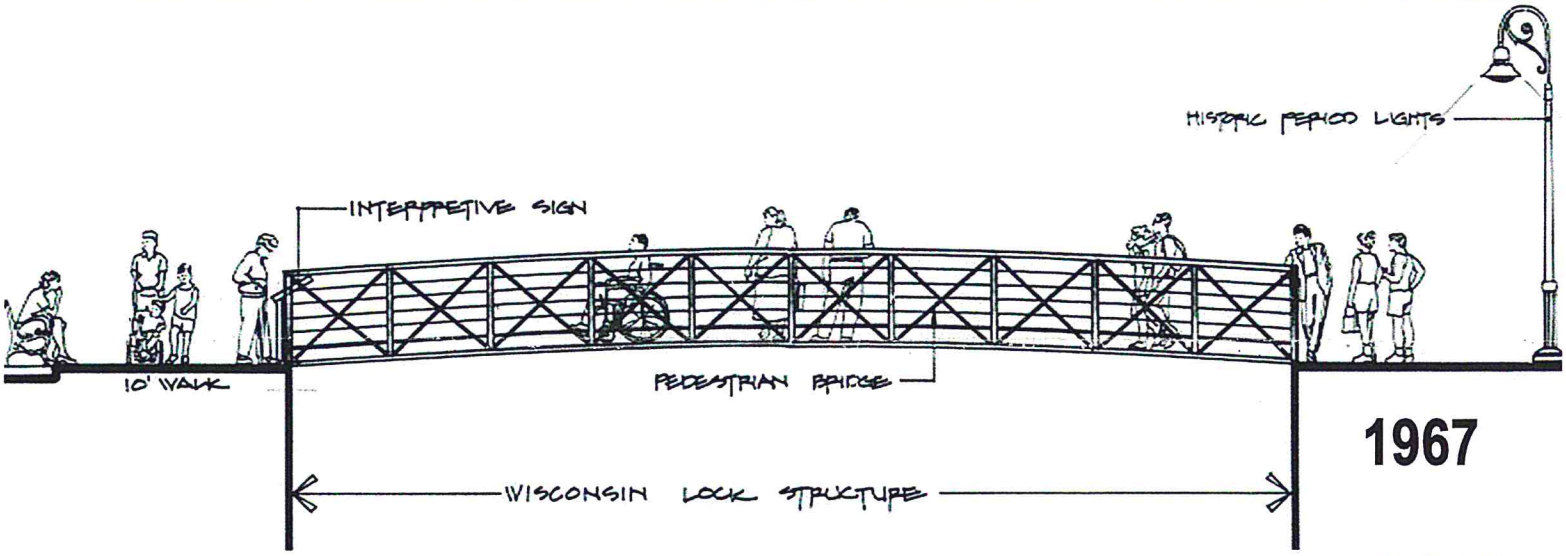
Prior to the next meeting, SEH will be contacting C.P. Rail, getting information from the WDNR and obtaining survey information. It was decided to postpone the next meeting for a couple months until more data had been acquired.

7. Adjournment

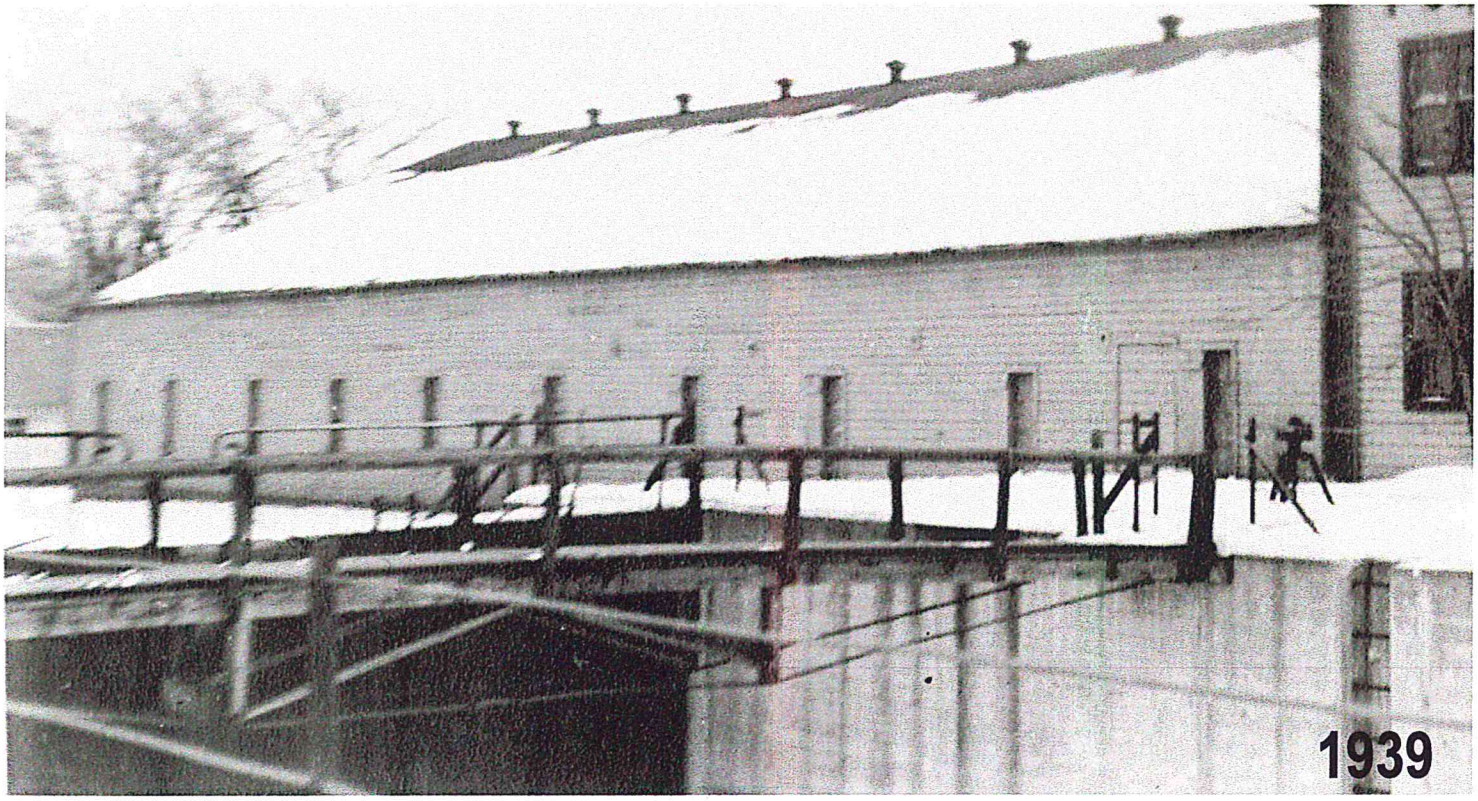
Motion by Hanson, second by Foellmi to adjourn. Motion passed unanimously. The meeting concluded at 5:08 p.m.

Respectfully submitted,

Robert G. Redelings, P.E.
City Engineer


HISTORIC PERIOD LIGHTS
INTERPRETIVE SIGN
10' WALK
PEDESTRIAN BRIDGE
WISCONSIN LOCK STRUCTURE

1967



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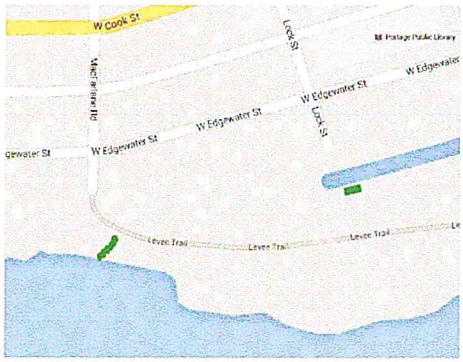
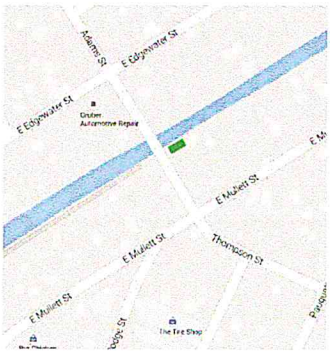
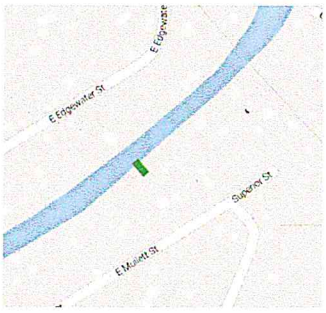
Proposed and Existing Boat Ramps & Lanches on the Portage Canal



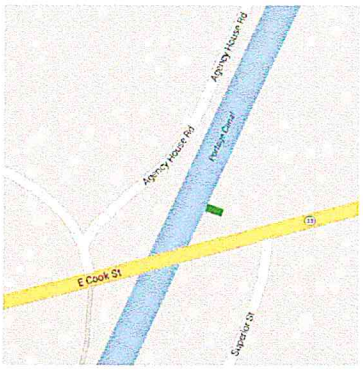
Proposed portage from Wisconsin River to Portage Canal McFarland Street, Portage Levee, West End Portage Canal Stairway from Wisconsin River level to top of Levee Trail. Mowed area at West end of Portage Canal next to water inlet structure.



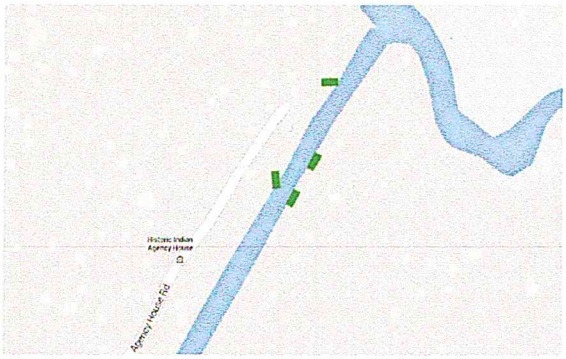
Proposed Adams Street & Portage Canal Fox Wisconsin Heritage Parkway has proposed a handicap access boat launch at this site.



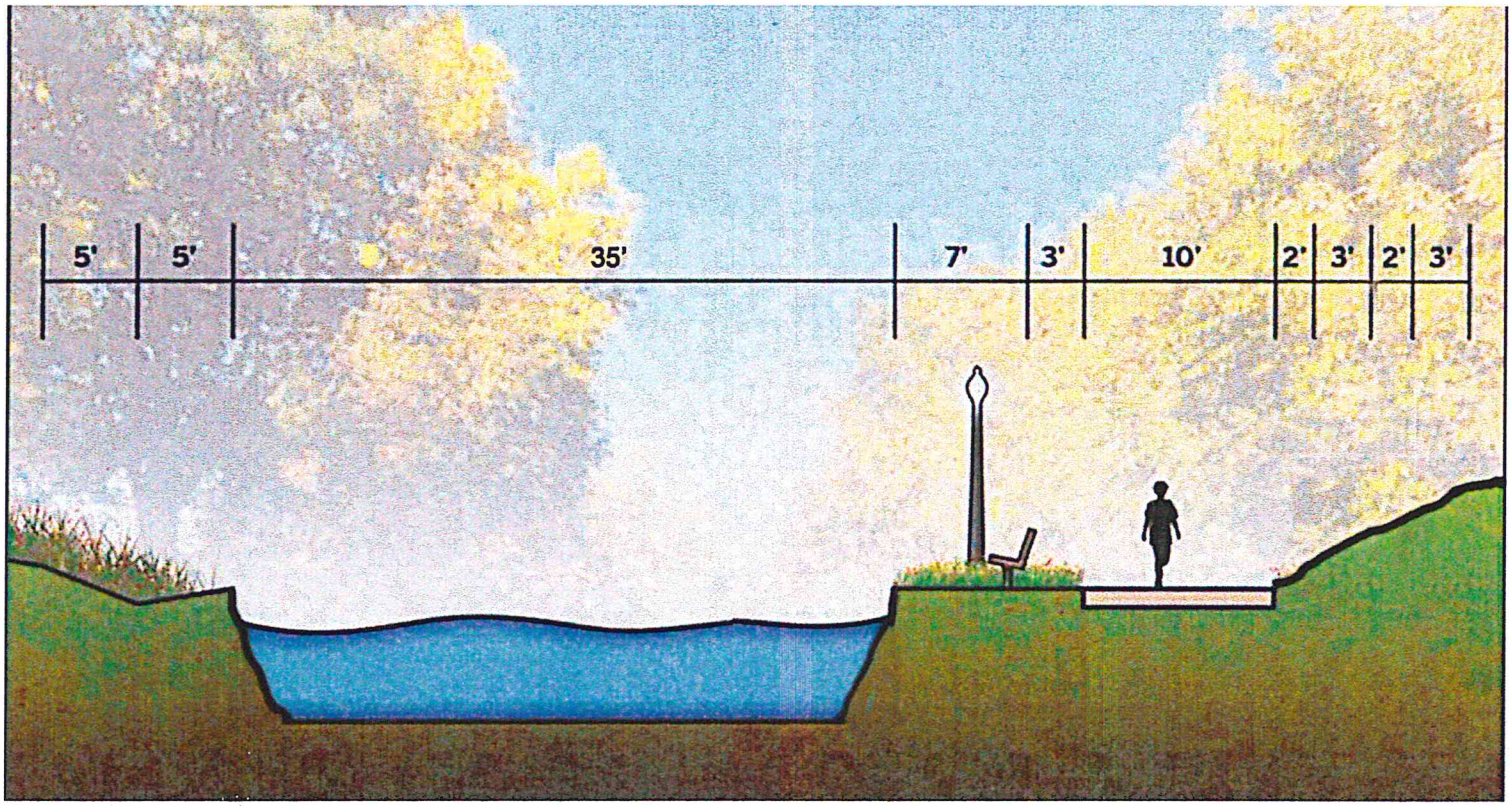
Existing DNR boat ramp Mullett Street. DNR built a boat ramp to get test equipment into canal. Rough but useable.



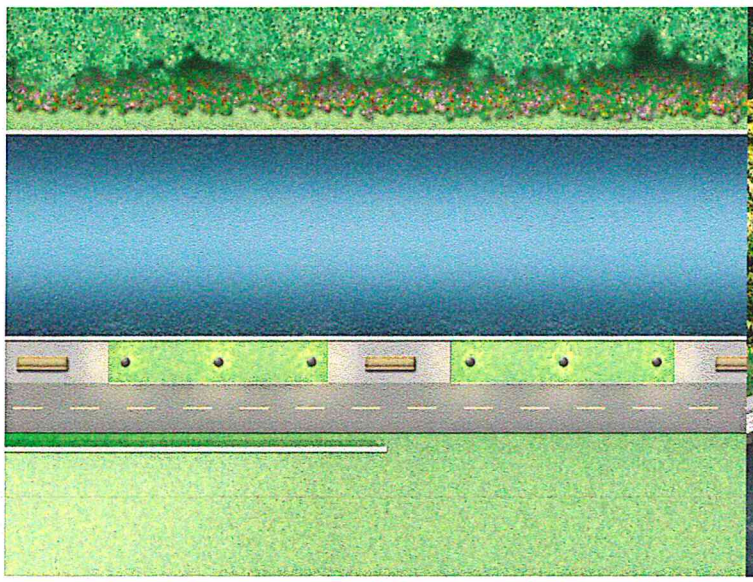
Existing Hwy. 33 & Portage Canal Natural boat ramp adjacent to parking area.



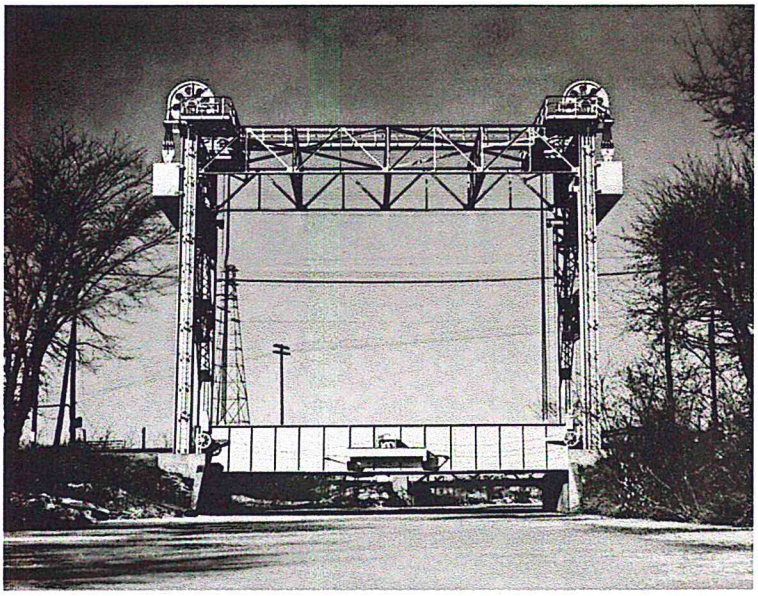
Existing Fort Winnebago Lock Boat ramps on both the upper and lower. (West Side) Boat Launches on both the upper and lower. (East Side)


5'
5'
35'
7'
3'
10'
2'
3'
2'
3'

Edge of Right of Way
Edge of Revetment
Edge of Revetment
Edge of Right of Way
10 feet
35 feet wide
30 feet
We need to narrow the channel to 35 feet.



Hamilton - McPearson St. Bridge



City of Portage
Historic Preservation Commission
Wednesday, October 7, 2015, 6:00 p.m.
Municipal Building, 115 West Pleasant Street
Conference Room One
Minutes

Members Present: Doug Klapper, Chairperson; Kristin Droste, Erin Foley, Gayle Mack, Stephanie Miller-Lamb
Guests Present: Bill Wade (Cable TV); Steve Sobiek (City of Portage)

1. **Roll call**
   Klapper called the meeting to order at 6:02 pm. Marlene Cavanaugh was listed as a member although she has resigned. Klapper noted that her letter may not have been received in time to keep her name from being on the list of members.

2. **Approval of previous meeting minutes**
   Miller-Lamb moved that the minutes for the meeting of August 5 be accepted as written. Mack seconded the motion, which passed unanimously by roll call vote. Klapper will schedule the Intensive Historical and Architectural Survey kickoff meeting at a City Council meeting. Mack asked whether the Survey revision could include improved access to the old survey information. Klapper is unsure what the contract with Timothy Heggland includes.

3. **Discussion and possible action on claims**
   Klapper noted that prizes have not been bought for the photo scavenger hunt winning entries. Miller-Lamb moved that $140 in Portage Green be purchased as prizes for the Architectural Scavenger Hunt. Mack seconded the motion, which passed unanimously by roll call vote.

4. **Discussion and possible action on Heritage signage**
   Mack moved that that the HPC pay $460.80 for the purchase of 16 Heritage logo signs. Klapper seconded the motion, which passed unanimously by roll call vote.

5. **Discussion and possible action on new Commission members**
   No potential Commission members have been found.

6. **Discussion and possible action on proposed Sign Ordinance**
   Steve Sobiek, Portage's Director of Business Development and Planning, asked the HPC to make suggestions concerning the revision to the city's Sign Regulations.

   The sign ordinance has needed revision for many years. The goal of the revision is to create a clean-looking community without a lot of clutter from signs. The revisions were based on standard ordinances but also used the ordinance in Columbus where the historic districts are a particular interest.

   The revision includes general guidelines. The Historic Business District regulations were modeled on those being used in the city Columbus. Sobiek noted this is not a "design standard," a regulation that places limits on the appearance of signs, use of color, etc. This ordinance only addresses the sizes, setbacks, and placement of signs. Mack noted

that some of the sign sizes seem quite large, citing a 500 sq. foot maximum for signs on exterior walls of historic business district buildings.

Miller-Lamb is concerned about attempting to impose rules on local business owners and citizens without knowledge of the standards used in other historic business districts. Klapper moved that a subcommittee of Kristin Droste and Gayle Mack be appointed to research other historic district sign ordinances and report to the HPC at the November meeting. Miller-Lamb seconded the motion which passed unanimously by roll call vote. Sobiek suggested an HPC member attend a meeting of the Planning Commission Nov. 16.

7. **Discussion and possible action on National Historic Preservation Month (May) activities**
   Miller-Lamb is planning another photo scavenger hunt for May 2016. No other plans have been made. This will be discussed further at the November meeting.

8. **Adjournment**
   Chair Klapper adjourned the meeting at 7:20 pm.

Respectfully submitted,
Erin Foley
Secretary

City of Portage

Operator's Regular

MELISSA ANDERSON

PATRICIA L. POHLKAMP

LINDSEY D. SHUTTS

City of Portage

Taxi Cab Operator

DESIREE E. OSBORN

City of Portage
Municipal Services and Utilities Committee Meeting
Thursday October 1, 2015, 5:30 p.m.
Municipal Building, 115 West Pleasant Street, Conference Room One
Minutes

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

Others Present: Bob Redelings, Public Works Director; Tammy O'Leary; Public Works Secretary; Jon Crawford; Crawford Oil; Bill Welsh, CATV; Craig Sauer; PDR; Shawn Murphy, City Administrator, Alderperson Mike Charles arrived at 5:51p.m.

1. Roll Call

The meeting was called to order at 5:30p.m.

2. Approval of meeting minutes from meeting on Thursday September 3rd, 2015.

Motion by Dodd second by Hamburg to approve the minutes from September 3rd, 2015.

Roll Call 5-0. Passed

3. Discussion and possible action on Revised Agreement for Hwy 33 Sewer lateral.

City Administrator Murphy gave an overview of the Agreement Governing Sanitary Sewer Lateral in the City of Portage for the Hwy 33 Sewer Lateral, Highway 33 Holdings, LLC. Administrator Murphy stated that Jon Crawford had contacted him regarding the September 1, 2021 deadline date on separating the sanitary sewer laterals between Highway 33 Holdings and Portage Diesel. Murphy stated that if the parcels were to change different ownership the separation would be needed but since there are no foreseeable changes to property and/or business ownership and the current arrangement is working satisfactory, and all other conditions remain intact, removal of the deadline doesn't appear problematic.

Motion by Monfort Second by Kutzke to revise the Agreement for Hwy 33 Sewer later by removing the date of September 1, 2021 deadline and forwarding to Council.

Roll Call 5-0. Passed

4. Discussion and possible action for a stop sign (in lieu of a yield sign) at Lock St. & W. Edgewater St.

Klapper stated a letter was received suggesting a stop sign instead of a yield sign at Lock St & W. Edgewater St. Redelings stated a few years ago the library was extended making a vision issue at the corner. Redelings and the Police Department recommend a stop sign.

Motion by Dodd second by Monfort to send the request for a stop sign (in lieu of a yield sign) at Lock St. and W. Edgewater St. to the Legislative and Regulatory Committee.

Roll Call. 5-0 Passed.

5. Discussion and possible action for a Historic Fill Debris on E. Haertel St.

Alderperson Hamburg, Monfort and Charles all stated after viewing the site there was no odor and no displeasing look to the area. Alderperson Dodd stated the fill was piled on a location that has been a landfill for many years.

No action taken.

6. Discussion and possible action on Museum at the Portage building repairs.

Redelings gave an overview of the repairs that are needed at the Museum. The City is generally responsible for exterior repairs and the "Museum at the Portage" is responsible for interior repairs. The Museum was looking at boiler repairs required by Liberty Insurance but the expense couldn't be justified for the out of date boiler system. Redelings suggested adding new duct work to keep the Museum heated during the winter months. Redelings also suggested abandonment of the boiler system. He stated the temporary repairs to the railing have made it possible to postpone the handi-cap railing to 2016. He'll investigate renovating the existing concrete foundation instead of removal and replacement.

No action taken.

7. Discussion and possible action on light pole type on E. Haertel St.

Redelings stated the difference between the wood and concrete poles is about $4,000 more for concrete poles. There are many wooden poles throughout the City.

It was the consensus of the committee to use wood poles with the LED lighting.

Monfort left at 6:17 p.m

8. Discussion and possible action on street lights on Meadowlark Lane.

Redelings stated there are three street lights in the area with 650 feet between two of them. Dodd suggested relocating the middle pole making the pole spacing approximately 550 feet apart instead of adding additional poles. Redelings to find out the cost of relocation.

9. Discussion and possible action on 2016 Capital Projects.

Redelings noted only three additions since the introduction of 2016 projects. Two sewer replacements need to be added to the Wastewater projects.

Also there is an additional capital project; the Subway storm water pump station for $11,000 to correct controller malfunction.

Redelings stated in 2017 the requirement for the state wage rates will be removed, potentially saving 5% on projects, but recommends staying on course for 2016.

No action taken.

10. Discussion and possible action on location of concrete rubble site.

Redelings suggested relocating the site south of the old Wastewater Treatment Plant on Hwy 33 and possibly crushing twice a year to keep the pile height down. He'll examine the permitting requirements since the area is within the Fox River Floodplain.

Redelings stated that if the Hwy 33 site is not permitted, the former Currie Rd landfill site is another possibility.

Redelings to bring back next month. **No action taken**.

11. Public Works Directors Repot

- Update on East Wisconsin Street-Dewitt Street Reconstruction Project- there have been multiple meetings. There will be a local officials meeting on November 12 and a Public Information meeting on November 17th.

- Update on Ray-O-Vac Lift Station upgrade Project-still looking into different funding options with the BOA. Redelings stated the BOA would view the lift station as an obstruction and relocation of the lift station may be fundable. More information to follow in November.

- Update on 2015 Street and Utility Reconstruction Projects. Redelings stated the E. Franklin St. and W. Marion St. will be paved the week of October 5th. Those are the only remaining street projects for 2015.

- Update on 2015 Wastewater Capacity, Management, Operation, and Maintenance (CMOM) Program- Redelings and Wastewater Superintendent Hornischer have drafted a manual for the City's Sewer Collection System as required by the WDNR. A copy is kept at City Hall for review.

12. Adjournment

Move to adjourn at 7p.m. by Dodd second by Hamburg.

Roll Call. Passed 4-0.

Prepared by Tammy O'Leary, Public Works Secretary.

Agreement to Continue Sanitary Sewer Connections
And
Initiate Connection to Existing Water Main for
Properties on East State Highway 33

This Agreement is made on this _____ day of October, 2015, by and between the CITY OF PORTAGE, a Wisconsin municipal corporation located in Columbia County, with its offices at City Hall, 115 W. Pleasant Street, Portage, WI 53901 (the "City"); Highway 33 Holdings, LLC located at 1901 E State Road 33, Portage, WI 53901 (Parcel Nos. 11271-4000 & 4001) (hereinafter "Fort BP") and Portage Diesel, Inc., located at 1905 E. State Road 33, Portage, WI 53901 (Parcel No. 11271-4002) (hereinafter "Portage Diesel"). Collectively these entities will be referred to as the "Parties". This Agreement supersedes and replaces the Agreement dated 8/29/2014 between the City, Fort BP and Portage Diesel.

On May 25, 2000, the City entered into a contract with Fort BP (James H. Crawford, Registered Agent), to connect a newly constructed convenience store with vehicle fuel retail sales in the Town of Fort Winnebago and receive service for the treatment of wastewater from the City of Portage for Fort BP via a force sanitary main located on State Road 33. That contract remained valid until October, 2009 when the City voted to annex Fort BP, along with other properties, including Portage Diesel from the Town of Fort Winnebago to the City of Portage (Ord No. 09-017). In 2010, the City became aware that Portage Diesel previously connected their sanitary sewer lateral to the lift station owned by Fort BP and began billing Portage Diesel for sanitary service. In 2012, Portage Diesel was acquired by the Crawfords (Jonathan J. Crawford, Registered Agent). Neither Fort BP nor Portage Diesel are connected to the City water main located on State Road 33 as both properties operate private wells as of the date of this Agreement.

Section 78-1(a) Portage code of ordinances states, "*When a sewer or water main becomes available to any building used for any residential commercial or industrial use, the building inspector, health office or other person appointed for that purpose shall notify, in writing the owner or his agent, to connect the building thereto and to install such facility as may be reasonably necessary.*"

Section 78-37(b) Portage code of ordinances states, "*All private wells located on any premises which are served by the public water system of the city shall be abandoned in accordance with applicable Wis. Admin Code NR six months after notification*."

The City entered into a contract with Saddle Ridge Estates Association, Ltd (Saddle Ridge) on February 14, 1992 (Amended on September 22, 1996) for the extension of a sanitary force main along State Highway 33. The force main is jointly owned by the City and Saddle Ridge. Any connections to the force main within City corporate limits are subject to the requirements and fees as required by City ordinances. Any connections to the force main outside of City Limits are subject to the terms of the agreement (as amended) with Saddle Ridge.

By execution of this Agreement, the Parties agree to the following:

I. RESPONSIBILITIES/OBLIGATIONS OF FORT BP.

a. Prior to any transfer of ownership of real estate or business owned by Fort BP, Fort BP shall undertake all necessary actions and assume all reasonable costs to discontinue, disconnect or otherwise permanently terminate the sanitary lateral connection from Portage Diesel to the lift station owned and operated by Fort BP.
b. Prior to seeking a change in the zoning designation or use of the property or business owned by Fort BP, Fort BP shall undertake all necessary actions and assume all reasonable costs to discontinue, disconnect or otherwise permanently terminate the sanitary lateral connection from Portage Diesel to the lift station owned and operated by Fort BP.
c. Prior to the closing of or the expansion of the buildings or business owned by Fort BP, Fort BP shall undertake all necessary actions and assume all reasonable costs to discontinue, disconnect or otherwise permanently terminate the sanitary lateral connection from Portage Diesel to the lift station owned and operated by Fort BP. This paragraph shall not apply to or negate Fort BP's ability or responsibility to maintain the property and facilities thereon in accordance with all applicable codes, regulations and requirements.
d. By or before August 1, 2015 Fort BP shall obtain necessary permits, pay necessary fees and costs to install such necessary facilities and connect the building(s) located on Parcel Nos. 11271-4000 and 4001 to the City water main located on State Road 33. This was completed as of 9/30/2015.
e. By or before September 1, 2015 Fort BP shall obtain necessary permits, pay necessary fees and costs associated with the proper abandonment of all private wells located on Parcel Nos. 11271-4000 and 4001. Such abandonment shall be in accordance with Section 78-37 of City ordinance. This was completed as of 9/30/2015.

II. RESPONSIBILITIES/OBLIGATIONS OF PORTAGE DIESEL.

a. Prior to any transfer of ownership of real estate or business owned by Portage Diesel, Portage Diesel shall undertake all necessary actions and assume all reasonable costs to discontinue, disconnect or otherwise permanently terminate the sanitary lateral connection from Portage Diesel to the lift station owned and operated by Fort BP.
b. Prior to seeking a change in the zoning designation or use of the property or business owned by Portage Diesel, Portage Diesel shall undertake all necessary actions and assume all reasonable costs to discontinue, disconnect or otherwise permanently terminate the sanitary lateral connection from Portage Diesel to the lift station owned and operated by Fort BP.
c. Prior to the closing of or the expansion of the buildings or business owned by Portage Diesel, Portage Diesel shall undertake all necessary actions and assume all reasonable costs to discontinue, disconnect or otherwise permanently terminate the

sanitary lateral connection from Portage Diesel to the lift station owned and operated by Fort BP. This paragraph shall not apply to or negate Portage Diesel's ability or responsibility to maintain the property and facilities thereon in accordance with all applicable codes, regulations and requirements.

d. By or before August 1, 2015 Portage Diesel shall obtain necessary permits, pay necessary fees and costs to install such necessary facilities and connect the building(s) located on Parcel No. 11271-4002 to the City water main located on State Highway 33. This was completed as of 9/30/2015.
e. By or before September 1, 2015 Portage Diesel shall obtain necessary permits, pay necessary fees and costs associated with the proper abandonment of all private wells located on Parcel No. 11271-4002. Such abandonment shall be in accordance with Section 78-37 of City ordinance. This was completed as of 9/30/2015.

III. DEFAULT.

If Fort BP or Portage Diesel is in default of this Agreement, the City shall be entitled to take any action allowed by applicable law by virtue of said default, provided that it first gives the defaulting party written notice of default describing the nature of the default; what action, if any, is deemed necessary to cure the same; and specifying a period of time within which the default may be cured. A monetary default should be cured within ten (10) days after the date of the notice of default. A non-monetary default shall be cured within forty-five (45) days after the date of the notice of default. In the event the non-monetary default cannot be reasonably cured within such 45 day period, then so long as Fort BP and/or Portage Diesel reasonably commences the cure within the 45 day period and diligently prosecutes such cure thereafter, the Parties shall, in good faith, mutually determine a completion date and, provided that the complete cure occurs within the said agreement upon period, then such non-monetary default shall be deemed cured.

If Fort BP and/or Portage Diesel is in default by reason of failing to complete the Responsibilities/Obligations set forth in Sections I and II herein, or by failing to make payments due the City hereunder, and fails to cure the same as provided herein, the City, without limiting its remedies under this Agreement, or under applicable law, may compel completion of said Responsibilities/Obligation(s) by Fort BP or Portage Diesel by bringing an action for damages and/or specific performance.

If a default is not cured within the specified time and proceedings are initiated to cure an alleged default, the City in such proceedings shall be entitled to reimbursement from Fort BP and/or Portage Diesel plus reasonable attorneys and associated costs and disbursements incurred in such proceedings.

IV. DETACHMENT

In the event Fort BP and/or Portage Diesel submits a petition to detach from the City of Portage, it shall be understood that a condition of any Common Council approval to adopt such

detachment ordinance shall automatically obligate completion of the following sections of this Agreement prior to the effective date of such detachment ordinance:

a. If **Fort BP** submits a petition to detach from the City of Portage or is a signature party of said petition, Fort BP shall be obligated to complete one of the following options:

   Option A1: Disconnect from City Utilities, which shall include all of the following:

   1. Complete the requirements of Section I. a. of this Agreement;
   2. Undertake all necessary actions, obtain necessary permits and assume all costs to discontinue, disconnect and otherwise permanently terminate the sanitary lateral connection from Fort BP and the sanitary force main located on State Highway 33;
   3. Undertake all necessary actions to obtain necessary state and city permits and assume all costs to discontinue disconnect and otherwise permanently terminate any water service connection from Fort BP and the water main located on State Highway 33.
   4. Fully restore pavement, facilities and/or utilities disturbed or otherwise modified during the course of completing the aforementioned obligations enumerated in this Section.

   Option B1: Maintain connection and service from City Utilities, which shall include all of the following:

   1. Complete the requirements of Section I. a. of this Agreement;
   2. Enter into a separate agreement with the City of Portage and Saddle Ridge Estates, LTD to continue connection to the sanitary force main located on State Highway 33 and wastewater treatment.
   3. (If applicable), enter into a separate agreement with the City to maintain connection to the water main on State Highway 33.

b. If **Portage Diesel** submits a petition to detach from the City of Portage or is a signature party of said petition, Fort BP shall be obligated to complete one of the following options:

   Option A2: Disconnect from City Utilities, which shall include all of the following:

   1. Complete the requirements of Section II. a. of this Agreement;
   2. Undertake all necessary actions, obtain necessary permits and assume all costs to discontinue, disconnect and otherwise permanently terminate any sanitary lateral connection from Portage Diesel and the sanitary force main located on State Highway 33;

3. Undertake all necessary actions to obtain necessary state and city permits and assume all costs to discontinue disconnect and otherwise permanently terminate any water service connection from Portage Diesel and the water main located on State Highway 33.
4. Fully restore pavement, facilities and/or utilities disturbed or otherwise modified during the course of completing the aforementioned obligations enumerated in this Section.

Option B2: Maintain connection and service from City Utilities, which shall include all of the following:

1. Complete the requirements of Section II. a. of this Agreement;
2. Enter into a separate agreement with the City of Portage and Saddle Ridge Estates, LTD to continue connection to the sanitary force main located on State Highway 33 and wastewater treatment.
3. (If applicable), enter into a separate agreement with the City to maintain connection to the water main on State Highway 33.

c. If both **Fort BP and Portage Diesel** submit a petition to detach from the City of Portage or is a signature party of said petition, both Fort BP and Portage Diesel shall choose and fully complete one of the options under Section IV a and b of this Agreement, respectively.

V. SEVERABILITY

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

VI. ASSIGNMENT

No party may assign its rights or obligations under this Agreement without the written consent of the other party.

VII. RIGHTS AND REMEDIES.

The rights and remedies of the Parties to the Agreement, whether provided by law or provided by the Agreement, shall be cumulative, and the exercise by any party of any one or more of such remedies shall not preclude the exercise by it at the same or different times of any other such remedies for the same event or default or breach or any of its remedies for any other event of default or breach by any of the Parties.

Any delay or failure by any party in instituting or prosecuting any action or proceedings or asserting its rights under this Agreement shall not operate as a waiver of such rights or deprive it of or limit such rights in any way, nor shall any waiver in fact made by any party with respect to any specific default by the other party under this Agreement be considered or treated as the waiver of the rights of the non-defaulting party with respect to the particular default except to the extent specifically waived in writing.

VIII. NOTICES

Any notice provided for herein shall be in writing and shall be deemed to have been given if and when delivered personally or when deposited in the United States mail, certified, return receipt requested, postage prepaid, addressed as follows:

To FORT BP: Highway 33 Holdings, LLC
James Crawford, Registered Agent
P.O. Box 115
416 E. Wisconsin Street
Portage, WI 53901

To Portage Diesel: Portage Diesel, Inc.
Jonathan Crawford, Registered Agent
1905 State Highway 33
Portage, WI 53901

To the City: City Clerk
City of Portage
115 W. Pleasant Street
Portage, WI 53901

IX. TERM OF AGREEMENT

This Agreement shall expire upon fulfillment of all obligations described herein.

X. AMENDMENTS

This Agreement may be supplemented or amended only by written instrument executed by the Parties affected by such supplement or amendment. Such approval of amendments shall not be unreasonably withheld by either party to this Agreement.

For the City:	**For Fort BP:**	**For Portage Diesel:**
_____	_____	_____

W.F. “Bill” Tierney, Mayor

James H. Crawford
Registered Agent

Jonathan J. Crawford
Registered Agent

_____
Marie A. Moe, City Clerk

_____
Date

_____
Date

_____
Date

City of Portage
Legislative & Regulatory Committee Meeting
Wednesday, October 5, 2015, 7:00 p.m.
City Municipal Building, 115 West Pleasant Street
Conference Room One
Minutes

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

Excused: Jeffrey F. Monfort

Also present: City Clerk Moe, Administrator Murphy, Deputy Clerk Ness, Director of Business Development Sobiek, Trina Cromwell, Ron Spangler and Patrick Fontecchio from DeWitt's End, J. Daniel Daley, Jing Hua Hao and Chao Xing Mou from Cathay Garden

Media Present: Craig Sauer from Daily Register and Bill Welsh from CATV

1. **Roll call**
   The meeting was called to order by Chairperson Maass at 7:00 p.m.

2. **Approval of minutes from previous meeting**
   Motion by Charles, second by Hamburg to approve minutes from September 9, 2015 meeting. Motion carried unanimously with call of roll with Havlovic abstaining.

3. **Discussion and possible recommendation on "Class B" Fermented Malt Beverage and "Class C" Wine License application from Cathay Garden LLC, Jing Hua Hao**
   Committee reviewed application and supplemental form. Suggestion was made to update the premise description to include entire first floor since the dining room is separate from the entry way. The drawing submitted is a mirror image of the restaurant, request to applicant to redo the drawing. Questions 9 and 13 on the supplement form need to be updated to fully answer the questions. Question 9 regarding details to food being served on the premises requires more information. Question 13 regarding the WI Dept. of Health Services License applicant stated the license should be in hand within three weeks. Committee stated they would like to recommend to Council the license but need the stated items updated, Clerk Moe stated the license can be recommended to Council and approved but not issued until the noted items are updated.
   Motion to recommend to council "Class B" Fermented Malt Beverage and "Class C" Wine License for Cathay Garden LLC, Jing Hua Hao, with updated premise description by Charles, second by Hamburg. Motion carried unanimously on call of roll.

4. **Discussion and possible action on status of DeWitts End LLC alcohol license.**
   Director Sobiek presented information regarding DeWitts End currently not being open full-time. The business has not been abandoned and Ron Spangler is current on all his bills. The business was open until 8/13/15, this license year (7/1/15-6/30/16) he will need to be open 150 days. In addition to having DeWitt's End in Portage, Ron Spangler runs a very successful pizzeria in Cross Plains. He is in the process of redoing DeWitt's End as a pizzeria and intention is to be open by the end of the year. Ron Spangler currently has a 3 year lease, which will be honored, on the property, which is going through foreclosure. Ron Spangler has intentions of purchasing the property but has to wait and see what happens with the bank. At this time he doesn't want to put any more money into the building to update it to a pizzeria if he won't have the opportunity to purchase it. Director Sobiek stated he has met with Ron Spangler and has updated him on the requirements to change the building use and Ron has stated he has no problem getting the Conditional Use Permit. Committee stated they would like Ron Spangler to check in with them in December unless something comes up before then. No action taken.

5. **Discussion on alcohol license ordinances**
   Committee stated the second reading for the alcohol license ordinance will be this week at council. The committee would like to bring it back to make some updates to it. Administrator Murphy discussed an excerpt from the Janesville ordinance which was updated last year. Janesville had a moratorium on their licenses but wanted economic growth. They put in guidelines additional licenses can be granted but with separate guidelines and for a higher price.

6. **Discussion and possible action on stop sign to replace yield sign at intersection of Lock Street and West Edgewater Street**
   This request came from Municipal Services with the original request coming from the Library Board President. Municipal Services recommended changing the yield sign to a stop sign. The intersection of Lock Street and West Edgewater Street has become harder to navigate since the library addition. Motion by Havlovic, second by Charles to recommend stop sign to replace yield sign at intersection of Lock Street and West Edgewater Street. Motion carried unanimously on call of roll.

7. **Adjournment**
   Motion by Charles, second by Hamburg to adjourn. Motion carried unanimously on call of roll at 8:10 p.m.

Rebecca C. Ness
Deputy City Clerk

ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

Submit to municipal clerk.

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

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

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

Applicant's WI Seller's Permit No.:	FEIN Number:
456102888 6 01 RA	47-4785212

LICENSE REQUESTED ▶	
TYPE	FEE
☐ Class A beer	$
☒ Class B beer	$ 74.97
☒ Class C wine	$ 74.97
☐ Class A liquor	$
☐ Class B liquor	$
☐ Reserve Class B liquor	$
☐ Class B (wine only) winery	$
Publication fee	$ 25.00
TOTAL FEE	$ 174.94

1. The named JINGHUA HAO ☒ INDIVIDUAL ☐ PARTNERSHIP ☒ LIMITED LIABILITY COMPANY ☐ CORPORATION/NONPROFIT ORGANIZATION J H H
hereby makes application for the alcohol beverage license(s) checked above.
2. Name (individual/partners give last name, first, middle; corporations/limited liability companies give registered name): ▶ ~~Jing Hua Hao~~ Cathay Garden LLC owned by Jing Hua Hao

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

Title	Name	Home Address	Post Office & Zip Code
President/Member	Jing Hua Hao	[redacted]	Portage 53901
Vice President/Member			
Secretary/Member			
Treasurer/Member			
Agent ▶ Jing Hua Hao			
Directors/Managers			

3. Trade Name ▶ Cathay Garden Business Phone Number (608) 742-6453
4. Address of Premises ▶ 238 W Cook St Post Office & Zip Code ▶ Portage, WI 53901
5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? ☑ Yes ☐ No
6. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant? ☐ Yes ☑ No
7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? ☐ Yes ☑ No
8. (a) **Corporate/limited liability company applicants only:** Insert state _____ and date _____ of registration.
   (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? ☐ Yes ☑ No
   (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? ☐ Yes ☑ No

   (NOTE: All applicants explain fully on reverse side of this form every YES answer in sections 5, 6, 7 and 8 above.)
9. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) cooler, storage room, dining room & downstairs cooler
10. Legal description (omit if street address is given above): _____
11. (a) Was this premises licensed for the sale of liquor or beer during the past license year? ☑ Yes ☐ No
    (b) If yes, under what name was license issued? Huan Qing Peng
12. Does the applicant understand they must file a Special Occupational Tax return (TTB form 5630.5) before beginning business? [phone 1-800-937-8864] ☑ Yes ☐ No
13. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] ☑ Yes ☐ No
14. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ☑ Yes ☐ No

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

SUBSCRIBED AND SWORN TO BEFORE ME
this 4 day of September, 20 15

Rebecca C. Rex
(Clerk/Notary Public)

My commission expires Deputy Clerk

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

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

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

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk 9-4-15	Date reported to council/board	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	

C150905 #2 9/4/15 pd $174.94

AUXILIARY QUESTIONNAIRE
ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk.

Individual's Full Name *(please print)* *(last name)*	*(first name)*	*(middle name)*		
Hao	Jing	Hua		
Home Address *(street/route)*	Post Office	City	State	Zip Code
[redacted]		portage	wi	53901
Home Phone Number	Age	Date of Birth	Place of Birth	
[redacted]	56	[redacted]	CHINA	

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

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

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

JHH ☒ Member / Agent of Cathay Gardens LLC owned by Jing Hua Hao
(Officer/Director/Member/Manager/Agent) *(Name of Corporation, Limited Liability Company or Nonprofit Organization)*

JHH which is making application for an alcohol beverage license.

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

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

Employer's Name	Employer's Address	Employed From	To
JUN LIU	~~948~~ 943 S Lincoln Dr Hancock MI	7/7/2012	5/6/2015
Employer's Name	Employer's Address	Employed From	To
Huan Qing Peng	238 W Cook St Portage WI	6/28/2015	8/31/2015

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

Subscribed and sworn to before me

this 4 day of September, 2015

Rebecca C. Ness
(Clerk/Notary Public)

My commission expires Deputy Clerk

Jing Hua Hao
(Signature of Named Individual)

Printed on Recycled Paper

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

Submit to municipal clerk.

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

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

The undersigned duly authorized officer(s)/members/managers of Cathay Garden LLC owned by Jinghua Hao
(registered name of corporation/organization or limited liability company)

a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as Cathay Garden
(trade name)

located at 238 W Cook St

appoints Jing Hua Hao
[redacted], Portage, WI 53901
(home address of appointed agent)

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

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

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

How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? 5 months

Place of residence last year [redacted] Portage WI 53901

For: Cathay Garden LLC owned by Jinghua Hao
(name of corporation/organization/limited liability company)

By: JINGHUA HAO
(signature of Officer/Member/Manager)

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

ACCEPTANCE BY AGENT

I, JINGHUA HAO (print/type agent's name), hereby accept this appointment as agent for the corporation/organization/limited liability company and assume full responsibility for the conduct of all business relative to alcohol beverages conducted on the premises for the corporation/organization/limited liability company.

JINGHUA HAO (signature of agent) 10/1/15 (date) Agent's age 56

[redacted]
(home address of agent) Date of birth 4/9/59

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

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

Approved on 10-02-15 (date) by Ken Matthy (signature of proper local official) Title POLICE CHIEF (town chair, village president, police chief)

City of Portage
Finance/Administration Committee Meeting
Thursday, October 8, 2015 6:40 p.m.
City Municipal Building, 115 West Pleasant Street
Conference Room One
Minutes

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

Also Present: Finance Director Mohr, Bill Welsh – Cable TV

1. **Roll call**

   Chairperson Dodd called the meeting to order at 6:40 p.m.

2. **Approval of minutes from September 28, 2015.**

   Motion by Charles, second by Klapper to approve minutes from September 28, 2015. Motion carried unanimously on call of roll.

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

   Motion by Charles, second by Klapper to approve claims in the amount of $1,629,649.61. Motion carried unanimously on call of roll.

4. **Adjournment**.

   Motion by Klapper, second by Charles to adjourn the meeting at 6:43 p.m. Motion carried unanimously on call of roll.

   Submitted by Jean Mohr, Finance Director

City of Portage
Finance/Administration Committee Meeting
Monday, October 12, 2015 6:00 p.m.
City Municipal Building, 115 West Pleasant Street
Conference Room One
Minutes

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

Also Present: Administrator Murphy, Finance Director Mohr, Director Redelings, Alderperson Maass, Bill Welsh – Cable TV, Craig Sauer – Daily Register

1. **Roll call**
   The meeting was called to order at 6:00 pm by Chairperson Dodd.

2. **Approval of minutes from October 8, 2015.**
   Motion by Charles, second by Havlovic to approve minutes from October 8, 2015. Motion carried unanimously on call of roll.

3. **Discussion on 2016 budget and review of Main Capital Fund budgets.**
   Mohr started with a summary of the projects that require GO borrowing noting that the total is under the calculated policy borrowing amount of $1.9M. Murphy and Redelings continued with the details of the Various Capital Plans by area. Under the PW Capital, Dodd recommended clarifying the descriptions on the River St Reconstruction and Overlay projects to be clear what sections are covered. It was also noted that under PW the E. Edgewater St (Col Co. Gateway Project) was a duplication and should be deleted.

   Murphy indicated that the P&R Board will be meeting Tuesday to review the P&R and Parkland Capital Budgets. The Soccer Complex estimate from the Rettler design work is roughly 3 times the amount that was in the master plan prepared by Dimension Design Group; Murphy indicated this will be revisited with the school district. It was clarified that the total construction cost for the Skatepark is budgeted at $200K including the $50K participation by the Skatepark Group. Charles pointed out a formula error in the totals. The committee discussed the scheduling of the projects in light of the sunset on prevailing wage requirement 1/1/2017. Murphy indicated that the projects have been looked at with this in mind; the items for the Skatepark Construction and the Soccer Complex have been left in the 2016 budget as there are agreements with the groups that include this commitment from the city.

   Under Storm Water Redelings indicated that the Storm Detention Basin – North Side (Henry Street) was initially scheduled to be designed in 2015 and constructed in 2016. This has been rescheduled in light of Divine Savior acquiring the Schultz Farm as this would be a better option than the St. Mary's Cemetery site. Lynn voiced his displeasure with this decision as it has a major impact on the economic development and current businesses in that area. Dodd also stated his concern with putting this off another year

as we planned and borrowed for this to happen in 2015. Murphy recognized the need to expedite this improvement and the concern of the flooding in that area; he emphasized the difference in the two options and that the benefits of additional capacity and potential service area outweighed the need to design for a specific location that would not be as favorable. He reinforced that in the long run it would be worth waiting a short time for the better location. Dodd questioned the amount that was budgeted for the Jefferson St. West Alley Pump Station. Redelings responded that this is a much smaller project than the East Jefferson project and is appropriately estimated at $30K for the pump and controller.

The committee discussed the Canal Project. Redelings noted that the preliminary design is to take place around 2016 to 2017 and the final design to be completed in the 2019 to 2020 time frame with construction to start thereafter. The estimated to cost for design is around $400K and construction $4M. There is discussion in process with the DNR and the County regarding the cleanup of the Canal; at this point there is no resolution of time or cost.

Redelings reviewed the Water Utility Capital noted that the Construction and Relocation of the Utility Maintenance Facility is the major project at $1.2M.

4. Discussion and possible recommendation on resolution 15- 041 to discontinue annual hangar lease surcharge.

Murphy presented the resolution to discontinue the annual hangar lease surcharge as recommended by the Airport Commission. Alderperson Maass stated that at the August 19th Airport Commission the unanimously voted to rescind the previous resolution that initiated the surcharge.

It was stated that the hangar tenants were concerned that the money from the surcharge just went into the general fund and was not used for hanger improvements. Mohr pointed out that the 2015 revenue for hangar rent is budgeted at $5300 while the airport budget is roughly $40K including improvements to the airport. Maass indicated that the planned capital improvements to the airport did not include any upgrades to the hangers. The committee requested that the Airport Commission look into what is needed to upgrade the hangers and how much that would cost. The city could possibly borrow this money for improvements and the hanger tenants could pay this back with the surcharge.

Motion by Havlovic to take no action and send the resolution back to the Airport Commission. Commission to determine the cost to refurbish the hangers and to determine the method of funding; second by Lynn. Motion carried unanimously on call of roll.

5. Adjournment.

Motion by Charles, second by Havlovic to adjourn the meeting at 7:23 p.m. Motion carried unanimously on call of roll.

Jean Mohr, Finance Director

City of Portage
Park and Recreation Board Meeting
Tuesday, October 13, 2015, 6:30 p.m.
Municipal Building
Conference Room One

1. **Roll Call**
   The meeting called to order at 6:30 pm by Chairperson Zirbes. Members present: Brian Zirbes, Chairperson, Mike Charles, Larry Messer and Rita Maass, Vice Chair. Todd Kreckman was excused.

   Parks and Recreation Manager Dan Kremer, News Reporter, Craig Sauer and Mayor Bill Tierney were also present.

2. **Approval of minutes of September 8th meeting**
   Motion was made by Maass to approve the minutes as presented, seconded by Charles.

   The motion carried 4-0 on a roll call vote.

3. **Discussion and possible action on splash pad donor signage at Goodyear Park.**
   Materials were not completed by the sign vendor in time for the meeting. No discussion or action taken.

4. **Discussion and possible action on skate park design contract**
   Kremer presented a memo detailing four bid proposals from Standtec, Pillar Design, Site Design Group and Grindline for design and construction oversight of the skate park. Kremer explained following the bid opening, an evaluation team made up of Brian Zirbes, Kyle Little, Shawn Murphy, Bob Redelings and Kremer evaluated each proposal and scored them. Following the interviews, Site Design Group was eliminated from consideration and interviews were set up with the three remaining firms due to a split between the proposal scorers #1 selection. The interview was the same for all three firms, consisting of a 20 minute presentation time followed by a 25 minute series of questions asked of each firm. Following the interviews, the interview team unanimously recommended Grindline as their number 1 selection.

   Kremer informed the board that following the interviews, negotiations with Grindline were conducted to examine cost saving revisions to the scope from the RFP. Grindline suggested elimination of 1 public input meeting and reduction in landscape architecture as two cost savings measures and provided a revised cost not to exceed of $26,880 for design and bid administration services. Kremer stated following the design and bid administration, the City would still be spending an additional $14,875 for construction oversight in 2016 along with the construction amount.

Motion was made by Maass to recommend awarding the bid to Grindline for design only not to exceed $26,880. Second by Charles.

Discussion followed about construction oversight, timeline and potential location of the project.

The motion carried 4 – 0 on a roll call vote.

5. **Discussion and possible action on Sunset Tennis Court.**
Kremer provided an overview of cost estimates that were included in the packet for replacing the tennis court at Sunset Park tennis court or removing the court and building a new court at Sanborn Park. Kremer also presented the cost estimate of removing the court and turning it to a green space. Discussion ensued over each option. Charles mentioned surveying must be added to option 2 estimates due to prior action by the board which was to conduct a boundary survey for that area. Discussion ensued about Sanborn soil conditions, other locations within Sunset Park and what level of need the area has to maintain a new or improved tennis court.

A motion was made by Maass and seconded by Charles to leave the court as is and perform a site plan to determine the property boundaries, to also opinion survey the neighborhood, and maintain the existing court facility to keep it clean until further action by committee.

The motion carried 4 – 0 on a roll call vote.

Discussion followed about parameters for an opinion survey in the neighborhood. More information will be brought back to the meeting in November for further discussion and action.

6. **Discussion and possible recommendation on alcohol in City parks ordinance draft.**
Kremer presented a listing of three ordinances that are currently on the books in relation to the glass containers in parks and alcohol at Silver Lake Beach and the Bruce A. Smith Little League Complex. Also presented was a draft including Riverside and Goodyear Park and a revision to ordinance Sec. 54-47. Discussion followed in relation to ordinance # 54-47 and 54-170. Maass brought up questions in relation to reservations and permit requirements for wavier of the alcohol ordinance for events such as the Silver Lake Fisheree. Discussion followed about which events and locations along with how the alcohol ordinance could be waived.

Motion made by Zirbes and second by Messer to strike section 54-170 and incorporate Silver Lake Beach into ordinance # 54-47 and add the special event option for Riverside Park and Silver Lake Beach.

The motion carried 4-0 on a roll call vote.

7. **Discussion on Veteran's Memorial Fields Master Plan and Design of Soccer/Little League Area**.
   Kremer gave an update on the design of the soccer area at VMF along with the third little league field at the Bruce A. Smith Little League Complex. Kremer informed the board that wetland delineation was required for the Little League field due to a requirement change in order to get a grading permit for changing elevations. Following the wetland delineation, wetland was discovered on the little league complex where the new field was proposed to be installed. Kremer highlighted the different options being looked at by Rettler and will report back to the committee at a later date.

   Kremer also informed the board that two layouts were being examined for the soccer complex area and that Lawton and Siegel Field have been deconstructed. The light poles and lights need to be removed but the fencing; dugouts and other elements have all been taken out.

8. **Old Business Update**
   A. Silver Lake Retaining Wall
      Kremer updated the committee that a few appearance/cosmetic issues still need to be corrected along the new wall at Silver Lake Beach. The contractor is coming back to address some concerns with the top of the wall before the asphalt work will be completed by Davis Construction who was hired by Great Lakes Marine as a sub-contractor.

9. **New Business**
   No new business

10. **Manager's Report**
    Kremer presented that adult sport registration is underway and leagues will begin in late October. A lifeguard training was held over the weekend in which 7 guards were trained and passed the certification class. Kremer stated he is now recruiting those 7 in to join the lifeguard staff. Kremer mentioned park bathroom winterization will begin over the next two or three weeks.

11. **Adjournment**
    Zirbees asked all in favor to adjourn say Aye. No nays. Motion Passed. Meeting adjourned at 7:53 pm.

    Respectfully submitted
    Dan Kremer
    Park & Recreation Department

City of Portage
Airport Commission
Wednesday, August 19, 2015, 7:00 p.m.
City Municipal Building, 115 West Pleasant Street
Conference Room One
Minutes

Members present: Rita Maass, Chairperson; Barry Erath, Doug Klapper, Fred Langbecker, William Kutzke, David Tesch

Others present: Wendy Hottenstein (BOA), Manager Poppy, Director Redelings, Bill Welsh (Cable TV) and Craig Sauer (PDR)

1. **Roll Call**

2. **Approval of minutes from February 11, 2015 and July 15, 2015 meetings.**

Motion by Tesch, second by Kutzke to approve the minutes. Motion passed unanimously on call of the roll.

3. **Discussion and possible action on claims.**

No claims were presented, but anticipated at the next meeting for cost of presentation materials.

4. **Discussion and possible action on surveying airport property.**

Kutzke mentioned that a property survey would be a requirement to obtain State and Federal funding. He had some discussion with Jim Grothman regarding the needed survey and staking of the clear zone.

Redelings suggested preparing a Request for Proposals (RFP), expecting this non-budgeted item would need to abide by the City's procurement policy.

Ms. Hottenstein indicated this would be an eligible item to include in a petition for funding, whereby the City's share would be about 5% of the cost. The other 95% would be covered by 90% federal and 5% state funds. She said the funding would be available within 1 month of receiving the petition. The BOA would abide by the City's procurement requirements and use a Quality Based Selection (QBS) process.

Chairperson Maass inquired as to whether the ALP needed to be finalized prior to the petition. Ms. Hottenstein said it would normally be required for construction projects, but the survey would be considered a planning function.

Motion by Tesch, second by Langbecker to have the airport property surveyed. Motion passed unanimously on call of the roll.

5. Discussion and possible action on staking runway clean zone per FAA guidelines.

Motion by Tesch, second by Langbecker to have the clear zone staked along with the survey. Motion passed unanimously on call of the roll.

6. Discussion and possible action on application for state and federal funding.

Ms. Hottenstein suggested the City limit the items in the petition to property surveys, land acquisition, obstruction removal and crack filling the primary runway. She indicated a public hearing would be required and a Resolution passed by the City Council.

Chairperson Maass inquired as to how long the City would have to complete the work. Ms. Hottenstein said the Petition isn't a commitment and there isn't a deadline to complete the work. The BOA would work with the City to complete the work on the City's schedule.

It was agreed to conduct the public hearing at next month's Airport Commission meeting on September 16 followed by the Resolution being acted upon at the City Council meeting on September 24.

Kutzke indicated a map of properties to be acquired was available for insertion to the Petition. Ms. Hottenstein cautioned that the FAA has now taken a firm position that properties encompassing the runway protection zone needed to be acquired and/or easements obtained. She also mentioned there are Conditions of State Aid for Airport Improvements (attached) and Airport Sponsors need to provide Assurances (attached) which includes a height limitation zoning ordinance.

Motion by Erath, second by Tesch to apply for State and Federal funding. Motion passed 6 to 0 on call of the roll. Redelings was provided materials pertaining to the petition for funding.

7. Discussion and possible action on 2016 Operating Budget.

Poppy said the most recent estimate for slurry sealing the primary runway was $20,000. Ms. Hottenstein said the petition could include work on all pavements, including taxiways. She said that she'd need to review the petition wording to see if costs associated with relocating the City's lift station from the clear zone would qualify for funding.

Commissioners discussed that in addition to $20,000 for slurry sealing, the operating budget should include $1,000 for training and $7,500 for building repairs. Motion by Tesch, second by Erath to forward the suggested operating budget modifications to the Finance Committee. Motion passed unanimously on call of the roll.

8. Discussion and possible action on 2016 Capital Projects.

It was agreed that the previously discussed petition items should be included in the Capital Budget. The drainage concerns at the hangers were also discussed. The remedy would include grading and repaving the areas between the hangers. Relocating the fuel farm was also recommended as a capital project.

Kutzke noted that by including all the capital projects in the petition, about $500,000 of work could be performed and only cost the City around $30,000.

Motion by Erath, second by Tesch to forward the aforementioned capital items to the Finance Committee. Motion passed unanimously on call of the roll.

9. Discussion and possible action on Annual Hanger charges.

Chairperson Maass briefed the Commissioners on the status of collecting past due surcharges. Kutzke recommended the Airport Manager be in charge of notifying new renters and for collection of charges. Poppy indicated that tenants are already paying the maximum recommended amount without the surcharges.

Chairperson Maass indicated the surcharge was recommended in 2009 and the City Council adopted a Resolution requiring the surcharges. Tesch said the surcharge was a source of aggravation with the tenants and was instituted during a time when municipal funding was being limited. He agrees the fee should no longer be required.

Motion by Tesch, second by Langbecker to rescind Resolution 9-085, beginning in 2016. Erath's concern of retribution by tenants who faithfully paid the surcharges wasn't supported by the Commission. Motion passed 6 to 0 on call of the roll.

10. Discussion and possible action on monthly reports.

Poppy indicated he has verbal agreements with Howard Hill to the south and CCI representatives to the north to have trees removed from the primary runway approaches. Though CCI would provide the tree removal on State property, the City would be responsible for cutting and clean-up of materials

from Mr. Hill's property. Removal of trees from these areas would allow the Airport to get its instrument approach back.

Chairperson Maass also expressed concern that someone from City staff should be identified to provide monthly reports on finances, communications, etc. to the Airport Commission. Kutzke suggested the financials should be "actuals" and include monthly expenses and revenues. Maass will discuss these requests and report back to the Commission next month.

Poppy provided a photo (attached) of a six passenger aircraft which rivals small jets for speed (400 mph) and only requires a runway length of 2,000 feet for departures and landings.

11. Adjournment

Motion by Erath, second by Kutzke to adjourn. Motion passed unanimously on call of the roll. The meeting concluded at 9:14 p.m.

Respectfully submitted,

Robert G. Redelings, P.E.
Public Works Director

Chapter Trans 55

CONDITIONS OF STATE AID FOR AIRPORT IMPROVEMENT

Trans 55.01 Purpose.
Trans 55.02 Definitions.
Trans 55.03 Applicability.
Trans 55.04 Duration.
Trans 55.05 Request for state aid.
Trans 55.06 Conditions of state aid.
Trans 55.07 Compliance assistance.

Trans 55.01 Purpose. The purpose of this chapter is to identify the conditions necessary to the granting of state aid as required in s. 114.31, Stats. This chapter describes owner responsibilities at airports developed with state funding assistance. These conditions protect the public investment and assure that airport improvements developed with state funds are managed to provide maximum public benefit.

History: Cr. Register, May, 1997, No. 497, eff. 6–1–97.

Trans 55.02 Definitions. The words and phrases defined in ch. 114, Stats., have the same meaning in this chapter unless a different definition is specifically provided. In this chapter:

(1) "Airport improvement project" means a physical improvement to an airport.

(2) "Airport owner" means a county, city, village or town, either singly or jointly with one or more counties, cities, villages or towns, or an owner of a public–use airport desiring to sponsor an airport improvement project to be constructed with state aid.

(3) "Conditions" means the requirements listed in s. Trans 55.06.

(4) "FAA" means federal aviation administration.

(5) "Finding" means a document prepared by the secretary and approved by the governor which authorizes funds for an airport improvement project.

(6) "Force account" means airport construction work that is accomplished through the use of material, equipment, labor, and supervision provided by the sponsor or by another public agency pursuant to an agreement with the sponsor.

(7) "Runway protection zone" means an area off the end of the runway, the use of which is restricted in order to enhance the protection of people and property on the ground.

History: Cr. Register, May, 1997, No. 497, eff. 6–1–97.

Trans 55.03 Applicability. The conditions set forth in s. Trans 55.06 apply to airport owners who sponsor a project developed with state aid.

History: Cr. Register, May, 1997, No. 497, eff. 6–1–97.

Trans 55.04 Duration. (1) Conditions of state aid shall commence on the date of issuance of a finding by the governor providing state funds for an airport improvement project and shall remain in effect for 20 years.

(2) There is no limit on the duration of conditions with respect to real property interests acquired with state funds.

History: Cr. Register, May, 1997, No. 497, eff. 6–1–97.

Trans 55.05 Request for state aid. (1) An airport owner may request state aid by resolution of the airport owner's governing body or board of directors as provided in s. 114.33 (2), Stats.

(2) The secretary may enter into an agreement with an airport owner in accordance with s. 114.32, Stats., for the following:

(a) To accept and disburse federal, state and local funds for a project and to make arrangements for the development of the project by contract, agreement, force account or otherwise.

(b) To acquire property.

(c) To administer the project including the execution of documents and contracts.

(3) The secretary may require a written commitment of required airport owner funds before forwarding a finding to the governor for approval.

History: Cr. Register, May, 1997, No. 497, eff. 6–1–97.

Trans 55.06 Conditions of state aid. (1) GOOD TITLE TO AIRPORT. (a) An airport owner shall maintain good title to the airport and may not dispose of or encumber its fee title or other property interests as shown on the exhibit "A", or airport property map, for the duration of these conditions without the written approval of the secretary. Ordinary airport tenant leases for direct, supportive or complementary aviation activities are not considered an encumbrance by the secretary and not subject to review.

(b) An airport owner may dispose of land when it is no longer needed for airport purposes, after receiving approval from the secretary. The airport owner shall dispose of the land at fair market value. The secretary may authorize that portion of the proceeds, which is proportionate to the state's share of the cost of acquisition of such land, shall be invested in an airport improvement project or be paid to the secretary for deposit in the transportation fund. Disposition of land shall be subject to the retention or reservation of an interest or right necessary to ensure that the land shall only be used for purposes which are compatible with the operation of the airport.

(2) AIRPORT OPERATION AND MAINTENANCE. (a) An airport owner shall safely operate and maintain all airport facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States.

(b) An airport owner may not permit an activity on airport property that would interfere with air transportation provided that nothing contained in this chapter shall be construed to require that an airport be operated during temporary periods when snow, flood or other conditions beyond the control of the owner prevent its use.

(c) An airport owner shall promptly notify pilots of conditions affecting the safe aeronautical use of the airport.

(d) An airport owner shall establish and maintain a program of both preventative and remedial pavement maintenance. The program shall contain, as a minimum, all of the following:

1. An inventory of pavements.
2. A pavement inspection schedule.
3. A systematic repair schedule to maintain performance and extend pavement life.
4. A budget sufficient to accomplish the repair schedule.

(e) An airport owner shall operate the following minimum airfield lighting during periods of darkness, when such facilities exist at the airport:

1. Low–intensity lighting on one runway.
2. Airport beacon.
3. Windsock lighting.
4. Obstruction lighting.

(3) MAINTAIN CLEAR AND SAFE APPROACHES. (a) An airport owner shall maintain clear and safe runway protection zones as

described in FAA advisory circular 150/5300–13, Airport Design, as amended, except for runway lighting fixtures, markers and metrological instruments whose locations are fixed by their functional purposes or a structure approved by the FAA. The owner shall establish positive control of the runway protection zones through the acquisition of fee title or avigation easement. The owner shall prevent the erection or creation of a structure or place of public assembly in the runway protection zone.

Note: The FAA advisory circular may be obtained from the United States Department of Transportation, Distribution Unit, TAB 443.1, Washington, D.C. 20590, and is on file with the Attorney General's office and the Legislative Reference Bureau.

(b) An airport owner shall adequately clear and protect the aerial approaches to the airport by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

(4) ORDINANCES. (a) A public airport owner shall adopt the following ordinances within 6 months after receipt of a sample ordinance from the secretary:

1. A height limitation zoning ordinance adequately restricting the height of objects near the airport in accordance with s. 114.136, Stats.

2. An ordinance to provide for the control of vehicular and pedestrian traffic on the surface of the airport.

(b) A private airport owner shall:

1. Adopt and enforce a rule to provide for the control of vehicular and pedestrian traffic on the surface of the airport.

2. Make application for and pursue the passage and acceptance of a compatible ordinance using s. 114.136, Stats., as the primary guide.

(5) SURVEYS. An airport owner shall cooperate with the secretary in surveys which may be conducted on topics that include the following:

(a) Airport rates and charges.

(b) Airport operations.

(c) Based aircraft.

(6) PUBLIC ACCESS. An airport owner shall provide suitable aircraft parking areas so that aircraft and passengers, scheduled and general aviation, have reasonable access to the airport facilities consistent with security requirements.

(7) LEGAL RELATIONS. An airport owner shall indemnify and hold harmless the state and all its officers, employes, and agents from and against a suit, cause, action, claims costs, and expenses, including legal fees, and the state's attorneys fees, in connection with bodily injury to a person or damage to property caused directly or indirectly by failure, malfunction, lack of maintenance, or construction of the airport and its facilities.

(8) AIRPORT LAYOUT PLAN. An airport owner shall maintain a current layout plan showing all of the following:

(a) The boundaries of the airport and all proposed additions, together with the boundaries of all off–site areas owned or controlled by the airport owner for airport purposes and proposed additions.

(b) The location and nature of all existing and proposed airport facilities and structures, such as runways, taxiways, aprons, terminal buildings, hangars and roads, including all proposed extensions and reductions of existing airport facilities.

(c) The airport layout plan and each amendment, revision or modification to the plan shall be subject to the approval of the secretary, which approval shall be evidenced by the signature of a duly authorized representative of the secretary on the face of the airport layout plan. The airport owner may not make or permit a change or alteration in the airport or in any of its facilities other than in conformity with the airport layout plan as approved by the secretary if the changes or alterations might adversely affect the safety, utility or efficiency of the airport.

(9) PRESERVING AIRPORT RIGHTS AND POWER. (a) An airport owner may not enter into transactions which would deprive it of the rights and powers necessary to perform these conditions without the written approval of the secretary. The owner shall act to acquire, extinguish or modify outstanding rights or claims of the right or rights of others which would interfere with such performance by the airport owner.

(b) The obligation to perform these conditions may be assumed by another public agency found by the secretary to be eligible to assume such obligations and having the power, authority, and financial resources to carry out all such obligations. If an arrangement is made for management or operation of the airport by an agency or person other than the airport owner or an employe of the owner, the owner shall reserve sufficient rights and authority to ensure that the airport shall be operated and maintained in accordance with these conditions.

(10) SPECIAL CONDITIONS. In addition to the conditions under this section, the secretary may establish, by written agreement, special conditions in the public interest where required by specific project or airport site circumstances.

History: Cr. Register, May, 1997, No. 497, eff. 6–1–97.

Trans 55.07 Compliance assistance. If the department becomes aware of an instance where an airport owner is not in compliance with this chapter, the following steps shall be taken:

(1) The department shall initiate an informal meeting with the airport owner to clarify the compliance issue and recommend corrective action, if required.

(2) If the informal meeting fails to resolve compliance disputes, the secretary shall issue a notice to the airport owner detailing such alleged disputes and requesting corrective action.

(3) An airport owner shall have 45 days to resolve discrepancies or reply in writing explaining a proposed course of action to resolve the discrepancy in a timely fashion.

(4) If an airport owner's response does not resolve the issue, the secretary shall then make a compliance determination and issue an appropriate order. The department may pursue appropriate administrative or legal action including suspension from state airport aid eligibility and the recovery of state funds invested in the airport.

(5) Airport owners in disagreement with the secretary's order may request an administrative hearing in accordance with ch. 227, Stats.

History: Cr. Register, May, 1997, No. 497, eff. 6–1–97.

FAA
Airports

ASSURANCES

Airport Sponsors

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

   The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

   The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. **General Federal Requirements.**

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

Federal Legislation

a. Title 49, U.S.C., subtitle VII, as amended.
b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.[1]
c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
d. Hatch Act – 5 U.S.C. 1501, et seq.[2]
e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.[1 2]
f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).[1]
g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.[1]
h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
i. Clean Air Act, P.L. 90-148, as amended.
j. Coastal Zone Management Act, P.L. 93-205, as amended.
k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.[1]
l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.[1]
s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.[1]
t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.[1]
u. Copeland Anti-kickback Act - 18 U.S.C. 874.1
v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.[1]
w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.[2]
y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

Executive Orders

a. Executive Order 11246 - Equal Employment Opportunity[1]
b. Executive Order 11990 - Protection of Wetlands
c. Executive Order 11998 – Flood Plain Management
d. Executive Order 12372 - Intergovernmental Review of Federal Programs
e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction[1]
f. Executive Order 12898 - Environmental Justice

Federal Regulations

a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].[4, 5, 6]
c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment
d. 14 CFR Part 13 - Investigative and Enforcement Procedures14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
e. 14 CFR Part 150 - Airport noise compatibility planning.
f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
h. 29 CFR Part 1 - Procedures for predetermination of wage rates.[1]
i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.[1]
j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).[1]
k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).[1]
l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.[3]
m. 49 CFR Part 20 - New restrictions on lobbying.
n. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.

p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.[1 2]
q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.[1]
s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
t. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)
v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
w. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

Specific Assurances

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

Footnotes to Assurance C.1.

[1] These laws do not apply to airport planning sponsors.

[2] These laws do not apply to private sponsors.

[3] 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

[4] On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.

[5] Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

[6] Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

2. **Responsibility and Authority of the Sponsor.**

   a. Public Agency Sponsor:

   It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

   b. Private Sponsor:

   It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. **Sponsor Fund Availability.**

   It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

4. **Good Title.**

   a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

   b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. **Preserving Rights and Powers.**

   a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. **Consistency with Local Plans.**

   The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. **Consideration of Local Interest.**

   It has given fair consideration to the interest of communities in or near where the project may be located.

8. **Consultation with Users.**

   In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. **Public Hearings.**

   In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. **Metropolitan Planning Organization.**

    In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. **Pavement Preventive Maintenance.**

    With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. **Terminal Development Prerequisites.**

    For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and

has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. **Accounting System, Audit, and Record Keeping Requirements.**

    a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

    b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. **Minimum Wage Rates.**

    It shall include, in all contracts in excess of $2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. **Veteran's Preference.**

    It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. **Conformity to Plans and Specifications.**

    It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans,

specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

17. **Construction Inspection and Approval.**

    It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. **Planning Projects.**

    In carrying out planning projects:

    a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

    b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

    c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

    d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

    e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

    f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

    g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

    h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. **Operation and Maintenance.**

    a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal,

state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

1) Operating the airport's aeronautical facilities whenever required;
2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. **Hazard Removal and Mitigation.**

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. **Compatible Land Use.**

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. **Economic Nondiscrimination.**

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or

to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-

1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and

2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.

g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. **Exclusive Rights.**

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. **Fee and Rental Structure.**

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. **Airport Revenues.**

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or

operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.

3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.

b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. **Reports and Inspections.**

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

   1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

   2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. **Use by Government Aircraft.**

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. **Land for Federal Facilities.**

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. **Airport Layout Plan.**

a. It will keep up to date at all times an airport layout plan of the airport showing

   1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

   2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and

roads), including all proposed extensions and reductions of existing airport facilities;

3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and

4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

b. If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. **Civil Rights.**

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.

b. Applicability

1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.

2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or

2) So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

e. Required Contract Provisions.

1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.

2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.

3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.

4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a

covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

a) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

b) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. **Disposal of Land.**

a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another

eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.

c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. **Engineering and Design Services.**

It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. **Foreign Market Restrictions.**

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. **Policies, Standards, and Specifications.**

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated _____ (the latest approved version as of this grant offer) and included in this grant, and in accordance

with applicable state policies, standards, and specifications approved by the Secretary.

35. **Relocation and Real Property Acquisition.**

    a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
    b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
    c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. **Access By Intercity Buses.**

    The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. **Disadvantaged Business Enterprises.**

    The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its DBE and ACDBE programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

38. **Hangar Construction.**

    If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. **Competitive Access.**

a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-

   1) Describes the requests;

   2) Provides an explanation as to why the requests could not be accommodated; and

   3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

N580MA

ORDINANCE NO. 15-013

ORDINANCE RELATIVE TO MOTOR VEHICLES & TRAFFIC

Chapter 50, Article II - Controlled Intersections; Street Traffic Regulations

The following sections of this Article shall be amended to read as follows:

Sec. 50-32. - Through streets designated.

In the interest of public safety and pursuant to Wis. Stats. § 349.07, the following streets or portions thereof set forth in this section are declared to be through highways, and traffic signs or signals giving notice thereof shall be erected by the city in accordance with section 50-3:

(12) *Lock Street.* Stop sign at:

a. West Howard Street.

b. West Edgewater Street

Sec. 50-38. - Yield right-of-way intersections.

The operator of a vehicle when approaching any of the following intersections at which has been installed a yield right-of-way to other vehicles which have entered the intersection from an intersecting highway or which are approaching so closely on the intersecting highway as to constitute a hazard or collision and, if necessary, shall reduce speed or stop in order to yield:

Traffic On	Shall Yield to Traffic On
~~Lock Street~~	~~W. Edgewater Street~~

This Ordinance shall take effect upon passage and publication thereof.

Passed this _____th day of , 2015.

_____
W.F. “Bill” Tierney, Mayor

Attest:

_____
Marie A. Moe, WCPC, MMC, City Clerk

First and second readings:

Published:

Ordinance requested by:
Municipal Services & Utilities Committee

RESOLUTION NO. 15-041

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

WHEREAS, a Plat of Woodridge Subdivision to the City of Portage created a 10 foot pedestrian walkway located in Block 5, Block 6 and Block 7 in Woodridge Subdivision First Addition; and

WHEREAS, this Plat was recorded more than 30 years ago and was never improved as a pedestrian walkway and the walkway is not necessary to reach other platted property; and

WHEREAS, the Common Council of the City of Portage believes the public interest may be served by discontinuing the 10 foot pedestrian walkway located in Block 5, Block 6 and Block 7 in Woodridge Subdivision First Addition; and

WHEREAS, a portion of the walkway was previously vacated by Resolution No. 05-006, dated February 24, 2005; and

WHEREAS, the City Plan Commission on September 21, 2015 recommended that the Common Council conduct a public hearing for the discontinuance of the walkway; and

WHEREAS, pursuant to Wis. Stat. §840.11, a lis pendens containing a map and description of the pedestrian walkway was filed in the Columbia County Register of Deeds Office on October 16, 2015 at 12:17 p.m. as Document No. 874780; and

WHEREAS, the Common Council believes the public interest may require vacating and discontinuing the walkway as it was never developed for public use and serves no public purpose and where said discontinuance will have no harmful effect upon the citizens and general public of the City of Portage nor to the abutting and adjacent property owners.

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

1. That on December 10, 2015 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 the proposed discontinuance of the walkway.

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 walkway 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 22nd day of October, 2015.

_____
W.F. “Bill” Tierney, Mayor

Attest:

_____
Marie A. Moe, WCPC, MMC, City Clerk

Resolution requested by:
Plan Commission