

**City of Portage Common Council Meeting
Council Chambers of City Municipal Building
115 West Pleasant Street, Portage, WI
Regular Meeting – 7:00 p.m.
April 23, 2015
Agenda**

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Approval of Agenda
5. Consent Agenda
 - A. Reports of Sub-Committees, Boards, and Commissions
 1. Historic Preservation Commission, April 1, 2015
 2. AdHoc Canal Committee, April 13, 2015
 3. Airport Commission, April 15, 2015
 - B. License Applications
 1. Operator
6. Committee Reports
 - A. Municipal Services and Utilities Committee, April 2, 2015
 1. Consideration of recommendation for approval of petition for County Highway Aid
 - B. Legislative and Regulatory Committee, April 6, 2015
 1. Consideration of recommendation for denial of operator license application for Shelley L. Kowalewski
 2. Consideration of recommendation for denial of operator license application for Hunter R. Lane
 - C. Human Resources Committee, April 7, 2015
 1. Consideration of recommendation for approval of job description for Engineering Intern
 2. Consideration of recommendation for approval of job description for Lead Wastewater Operator
 3. Consideration of recommendation for approval of job description for Lead Water Operator
 4. Consideration of recommendation for approval of job description for Cable Access Television Coordinator
 5. Consideration of recommendation for approval of changing the Spring Holiday to a floating holiday

- D. Finance/Administration Committee, April 13, 2015
 - 1. Consideration of recommendation for approval of K-9 purchase agreement
 - 2. Consideration of recommendation for award of contract for HVAC maintenance to Bassett Mechanical
 - 3. Consideration of recommendation for award of contract for engineering services for Ray-O-Vac lift station to General Engineering
 - 4. Consideration of recommendation for the purchase of five (5) gear reducers for the screw pumps at the Wastewater Treatment Facility
 - 5. Consideration of recommendation for acceptance of a historic preservation grant from the Wisconsin Historical Society and transfer of funds for the grant from the general fund to the donation fund
 - 6. Consideration of recommendation for approval of additional crime coverage policy
 - 7. Consideration of recommendation for approval of surplus items

- E. Park and Recreation Board, April 14, 2015
 - 1. Consideration of recommendation for approval of swimming pool lease Agreement with Portage Community School District

- 7. Old Business

- 8. New Business
 - A. Ordinances
 - 1. Ordinance No. 15-007 relative to Miscellaneous Offenses (Regulation of Smoking, E-Cigarettes)

 - B. Resolutions
 - 1. Resolution No. 15-026 relative to Preliminary Resolution Declaring Intent to Exercise Special Assessment Powers Under Section 66.0703 of the Wisconsin Statutes (2015 New Sidewalk Improvement Project)

 - C. Mayor's Comments
 - 1. Earth Day follow-up
 - 2. Dementia Friendly Community update

 - D. City Administrator's Report
 - 1. Boy Scout Cabin

- 9. Adjournment

**City of Portage
Historic Preservation Commission
Wednesday, April 1, 2015, 6:00 p.m.
Municipal Building, 115 West Pleasant Street
Conference Room One
Minutes**

Members Present: Doug Klapper, Chairperson; Ian Dumbleton, Erin Foley, Gayle Mack, Stephanie Miller-Lamb
Members excused: Marlena Cavanaugh, Kristin Droste
Members absent: Todd Bennett
Guests Present: Bill Welsh (Cable TV)

1. Roll call

Klapper called the meeting to order at 6:00 pm. This is the first HPC meeting to be held at the new time agreed upon at the March HPC meeting.

2. Approval of previous meeting minutes

Miller-Lamb noted a typo in item 7, where two words were repeated. Dumbleton moved that the minutes for the March 17, 2015, be approved with that correction. Miller-Lamb seconded the motion, which passed unanimously by voice vote.

3. Discussion and possible action on claims

No claims were presented. To date, only \$40 has come out of HPC accounts for 2015.

4. Discussion and possible action on National Historic Preservation Month (May) Activities

Droste will e-mail information about the tour preparations. Cavanaugh is also working on the activities, but is out of town. Miller-Lamb is preparing her photo treasure hunt. Jim Gorman was asked to speak about his restoration work at the Museum at the Portage's grand reopening on May 23rd, but he is not available until later this summer. Other weekends for HPC events were discussed. Judy Eulberg is not available May 16; she will be asked to do her Society Hill tours on May 9 and May 23. Anna Mae Axness will be asked to provide a cemetery tour on those dates.

Joe DeRose will attend the May 6 HPC meeting to discuss the RFP for work on the \$20,000 grant received from the state for the updated architectural survey. The estimates received last year were based on spending the full \$25,000 for which the HPC applied.

5. Discussion and possible action on Heritage Signage

The Heritage signs in Portage have faded, and the HPC is asked to purchase replacements. The total estimated cost \$986.34. This breaks down into 16 Heritage logo signs for \$460.80, 19 site-specific signs costing \$525.54. The Commission discussed the possibility of dividing the cost with other Portage groups, possibly the Tourism Committee and the City itself. More information on the condition and placement of the signs is needed before the HPC can consider this.

6. Discussion and possible action on WAoHPC Spring Conference

The Wisconsin Association of Historic Preservation Commissions is having its 2015 meeting on April 25 in La Crosse. HPC members are invited to attend.

7. Adjournment

Chair Klapper adjourned the meeting at 6:47 pm.

Respectfully submitted,
Erin Foley
Secretary

**City of Portage
Ad Hoc Canal Committee Meeting
Monday, April 13, 2015, 4:30 p.m.
Municipal Building, Conference Room One
Minutes**

Members present: Fred Galley, Chairperson; Jerry Foellmi, Marianne Hanson, Doug Klapper, Bob Redelings & Jesse Spankowski (citizen member)

Members excused: Chris Arnold, Ron Dorn & Mayor Tierney, ex-officio

Others present: Administrator Murphy, Karen Richardson, Bill Welsh & Craig Sauer

1. Roll Call

2. Discussion and possible action on minutes from 3/9/15 meeting.

Motion by Klapper, second by Hanson to approve the minutes. Motion passed 6 to 0 on call of the roll

3. Welcome new committee member Jerry Foellmi.

Galley introduced Mr. Foellmi and indicated he had been involved with canal studies as far back as the '80's

4. Discussion and possible action on Living communities biological assessment by Luke Treutel

Galley indicated Mr. Treutel initially contacted Klapper and has since been in contact w/ the DNR on his endeavor. Redelings mentioned that the DNR has welcomed his involvement. Motion by Klapper, second by Foellmi to endorse Mr. Treutel's effort in performing a biological assessment of the canal. Foellmi suggested it would be beneficial to see results on a segment basis. Motion passed 6 to 0 on call of the roll

5. Discussion and possible recommendation on Design Contract with SEH.

Redelings explained that this contract is for the preliminary engineering needed to advance the project to the design phase. Ms. Richardson confirmed that some effort was removed from the initial draft of the proposal because it was premature to enter into design elements at this time. She suggested this contract represents about 60% of the engineering effort and

the actual design would entail about 40% for plans, specifications and estimates (PS&E)

Motion by Hanson, second by Klapper to recommend approval of the SEH Agreement. It was mentioned that the City had \$100,000 budgeted for this effort in 2015 and the project would extend into and possibly beyond 2016. Motion passed 6 to 0 on call of the roll

6. Discussion on the updated timeline

Galley presented the project schedule (attached) with an update of where we're at. It was noted that the schedule reflected about 16 months for the preliminary engineering where the recommended contract spread the effort over 24 months.

7. Set Next Meeting Date

Because the contract approval process will take up to 2 months, the next meeting will be at 4:30 p.m. on June 8, 2015.

8. Adjournment

Motion by Klapper, second by Hanson to adjourn. Motion passed 6 to 0 on call of the roll

The meeting concluded at 4:55 p.m.

Respectfully submitted,

Robert G. Redelings, City Engineer

**City of Portage
Airport Commission Meeting
Wednesday, April 15, 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, & William Kutzke

Members absent: Fred Langbecker

Members excused: David Tesch

Others present: Director Redelings, Manager Poppy & Bill Welsh

1. Roll Call
2. Approval of minutes of previous meeting

Minutes from the February 11, 2015 meeting weren't distributed. Motion by Erath, second by Kutzke to approve the minutes from the March 26, 2015 meeting. Motion passed 4 to 0 on call of the roll

3. Discussion and possible action on the Airport Layout Plan (ALP)

Kutzke presented 3 key points relative to the ALP:

- When the final ALP is received from the Bureau of Aeronautics (BOA), the City will need to review the document thoroughly.
- The draft ALP proposes to shorten the runway, but this may be contrary to the best interests of the City. This fact should be conveyed with the review comment response to the BOA.
- A 5-year Capital Program needs to be developed for the Airport. It's apparent that from \$150,000 to \$500,000 annually will be needed for land acquisition among other things such as relocating the fuel farm.

It was mentioned that the Federal Aviation Administration (FAA) may not be taking the City seriously because of the City's lack of improvements and the allowance of obstructions to be erected. Maass reminded the Commission that these matters occurred because it was the City's understanding that the Airport relocation was imminent. Unfortunately, the FAA didn't approve the selected relocation site due to environmental concerns.

The trees on Airport property were also discussed. Redelings mentioned that the effort would be too much for the Public Works crew to address with all their other on-going work. It was suggested that there may be value in the timber and contracting to have the trees removed may produce income. Motion by Erath, second by Klapper to have City staff develop Request for Proposals (RFP's) for the tree removal with the intent to sell the timber. Motion passed 4 to 0 on call of the roll.

4. Discussion and possible action on development of long-term plan for airport

Kutzke impressed upon the Commission the need to acquire and/or control the properties listed in the ALP. Motion by Erath, second by Kutzke for the City to transfer control of the City owned properties listed in the November 14, 2014 ALP to the Airport for exclusive use by the Airport. Motion passed 4 to 0 on call of the roll.

Klapper noted that based on past studies and the ALP, the current Airport site is the only viable location for the Portage Airport. Therefore, the Commission needs to communicate their commitment of improving the current Airport to the City Council. Motion by Klapper, second by Erath to notify the Common Council of the Airport Commission's intent to focus on improving the existing Airport. Motion passed 4 to 0 on call of the roll.

5. Report on 2015 Airport Sponsor Workshop

Maass indicated that Mark Arnold, Engineering Chief with the BOA suggested tweaking the runway orientation.

6. Manager's monthly report

Poppy presented his report (attached) and mentioned that fuel sales were up in March.

7. Adjournment

The Commission adjourned at 8:28 p.m.

Respectfully submitted,

Robert G. Redelings, P.E., City Engineer

City of Portage

Operator's License Applications

LORI S. BANDT

KEVIN S. BENNETT

DIANE M. CASEY

KRISTI L. FEHRMAN

KEANA J. LENTZ

City of Portage
Municipal Services and Utilities Committee Meeting
Thursday April 2nd, 2015, 5:30 p.m.
Municipal Building, 115 West Pleasant Street, Conference Room One
Minutes

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

Excused: Rick Dodd. Hamburg excused at 6:20 p.m.

Others Present: Robert Redelings, Public Works Director; Shawn Murphy, City Administrator; Tammy O'Leary; Public Works Secretary; Fred Galley, Galley Studios; Craig Sauer, PDR; Bill Welsh; CATV.

1. Roll Call

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

2. Approval of meeting minutes from previous meeting from 3/23/15.

Motion by Hamburg second by Kutzke to approve minutes from March 23, 2015. Roll call 4-0 Passed.

3. Discussion and possible action on Petition for County Highway Aid.

Redelings gave an overview of the Petition for County Highway Aid stating the county reimburses 50 percent of a project to a maximum of \$2000. Redelings recommended some repairs that need to be done on the intersection of W. Cook Street and Armstrong that would be a good choice for the petition. Redelings stated that the work has to be done before the end of the year to meet the requirements.

Motion by Monfort to make the recommended repairs on W. Cook Street and Armstrong intersection for the Petition of County Highway Aid. Roll Call 4-0 Passed.

4. Discussion and possible action on informational signage on the levee.

Chairperson Klapper gave an overview on past discussions of the signs on the levee and introduced Fred Galley from the PATHS group.

Mr. Galley presented signage proposed for placement on the levee along with location recommendations. Mr. Galley also mentioned other signs which will be brought to a future meeting.

Administrator Murphy stated that the signs would be placed by City staff because of liability concerns and that sign permits are required. Director Redelings stated that signage inquiries were sent to the Corps of Engineers with no response to date.

Motion by Hamburg to approve signs that Mr. Galley presented along with waiving the fees for a sign permit and give the Corps of Engineers until July 1st to notify the City if there are any issues with the signs being placed on the top of the levee, second by Monfort. Roll Call. Passed 4-0.

5. Discussion and possible action on P.A.T.H.S. street directional signage.

Mr. Galley presented a few of the 23 signs that need to be placed on City street poles recommending all the signs be in place by July. Redelings stated that the placement of the signs would be done by City crews due to liability issues. Redelings stated that would be good filler work for the crew.

Motion by Klapper for Mr. Galley to work with City crews to put up the street directional signage by July 1st second by Kutzke. Roll Call. Passed 4-0.

6. Discussion and possible action on 2015 Sidewalk Project.

Redelings gave an overview of the changes that were discussed at previous meetings on the 2015 Sidewalk Project because of budgeting constraints on the 2015 Street and Utility Project.

Motion by Monfort to recommend approving preliminary resolution to council as presented second by Klapper. Roll Call 2 -0 with Kutzke abstaining.

7. Discussion and possible action on 2016 projects.

Redelings gave an update on proposed 2016 sidewalks with recommendations to construct sidewalk on both sides of River street from West Wisconsin Street to Summit Street and new sidewalk on Sanborn Street (connecting West Franklin Street to River Street) and west side of Summit Street from River Street to West Wisconsin Street. Redelings also suggested replacing the sidewalk on the south side of Cemetery Street from the Cemetery entrance to West Wisconsin Street. Redelings provided an updated list of potential capital projects for 2016 (attached). Additionally, The City will need to replace water meters with no lead meters due to new state mandates.

8. Adjournment

Move to adjourn at 7:03 p.m. by Monfort and second by Klapper. Roll Call. Passed 3-0.

Prepared by Tammy O'Leary, Public Works Secretary.

Petition for County Highway Aid

(Town, Village, City) of Portage, WI
select one

To the Honorable Board of Supervisors of Columbia County:

Whereas, the records in the office of the Clerk show that the amounts given below have been provided for County Aid Highway Construction for said municipality.

The sums available have been raised as shown below for the improvement of the roads or streets named therein and all action taken in providing the sums named have been in accordance with the provisions of Sections 83.14 of the Wisconsin Statutes, and the taxes produced by said levies are not in excess of the legal minimums.

Local Road Budget	\$	<u>1,154,968</u>
State Transportation Aids	\$	<u>569,311</u>
* Total Road Budget	\$	<u>1,724,279</u>

Name of Road or Street:

West Cook Street

Charter of Improvement (grading or surfacing or both):

bituminous asphalt surfacing

Point where construction is to commence and where to proceed toward:

From 200' west of Armstrong Street to 100' east of Armstrong Street

The funds provided for the improvement are as follows:

By Vote of the Electors of the Municipality	\$	<u>25,000</u>
By Money Donated	\$	<u> </u>
Total Available in the Municipality	\$	<u>25,000</u>

Therefore, we, the undersigned Officials of said municipality, do hereby petition your honorable body to appropriate an amount equal to the total above to cover the County's share of the cost of all the designated improvements, to be expended in the year 2015 for the above purposes, all in accordance with the provisions of Sections 83.14 of the Wisconsin Statutes.

Amount of money advanced:

\$ 4,000

Municipal Official(s)

Respectfully submitted this _____ day of _____ 20 _____

* Total Road Budget = Local Road Budget + State Transportation Aids

**City of Portage
Legislative & Regulatory Committee Meeting
Monday, April 6, 2015, 7:00 p.m.
City Municipal Building, 115 West Pleasant Street
Conference Room One
Minutes**

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

Also present: Chief Manthey, City Clerk Moe, Administrator Murphy, Deputy Clerk Ness,

Media Present: 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 Havlovic to approve minutes from the March 2, 2015 meeting. Motion passed 5-0 on call of roll.
3. **Discussion and possible recommendation on operator license application for Shelley L. Kowalewski**
Committee reviewed the application. Motion by Charles, second by Hamburg to recommend to council denial of operator license application for Shelley L. Kowalewski based on incomplete, inaccurate and false answer; pending court date regarding 2013 OMVWI conviction and failure to list a pending OMVWI arrest from 6/14/15. Motion carried unanimously on call of roll.
4. **Discussion and possible recommendation on operator license application for Hunter R. Lane**
Committee reviewed the application. Motion by Hamburg, second by Charles to recommend to council denial of operator license application for Hunter R. Lane based on incomplete, inaccurate and false answer; 2010 arrest for marijuana. Motion carried unanimously on call of roll.
5. **Discussion on ordinance regarding uncontrolled intersections**
Maass stated the proposed ordinance includes stop signs on Hiawatha at Winnebago after review from city staff. Currently there are yield signs on Winnebago at Hiawatha. Maass asked the committee members to go out and view the intersection before the next meeting and be prepared for discussion. This area is very busy before school, noon and after school. Maass stated concern with putting a stop sign on Hiawatha at Winnebago

with a short distance between Hwy 51 and the proposed stop sign, especially during the winter when the snow is piled and the road is potentially slippery. Chief Manthey stated Mark Hahn is concerned about the incline in the winter. Suggestion to have no left turns off Hwy 51 or onto Hwy 51 between certain hours at Hiawatha.

6. Discussion and possible recommendation on ordinance regulating e-cigarettes

Administrator Murphy stated this is in regards to e-cigarettes. In contact with the school system they referenced it being hard to control vaping with the ordinance as it's currently written. The proposed change recognizes the need to keep electronic e-cigarettes out of the hands of minors. Key points include banning e-cigarettes in public places, possession and use by persons under the age of 18. Motion by Charles, second by Monfort to recommend to Council ordinance regarding Chapter 46 Article II – Offenses against Public Safety and Peace as presented. Motion carried unanimously on call of roll.

7. Possible items for future agendas

Residency-Charles stated there is a need to review the definition for resident in regards to becoming an alderperson. The state definition for resident is "where a person lays their head four nights a week." The committee would like to review other municipality requirements to become an alderperson. Example given was Sun Prairie there is a requirement to have voted in the previous two elections; discussion ensued, if a person chose not to vote maybe the condition of voting rights in the municipality could be used. Administrator Murphy stated the statutes are pretty opened ended regarding residency. He intends to review other municipality requirements and check with the Government Accountability Board to see what they suggest. Charles stated this will be a process that will take some time but hopefully there will be something in place before the next alder election next spring.

8. Adjournment

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

Rebecca C. Ness
Deputy City Clerk

Applicant Name: Kowalewski, Shelley L Ritter
Last First Middle Initial Maiden

1. How long have you continuously resided in the State of Wisconsin prior to the date of this application?
March 2004

NOTE: If you need assistance in answering the questions below, please contact the Local Police Dept., the County Sheriff's department or the authority who made the arrest, issued the citation or the summons.

2. Have you ever been convicted of a felony (unless pardoned)? Yes No
If YES, list violation, give conviction date and jurisdiction where convicted.

Violation: _____ Conviction Date: _____
Jurisdiction where convicted: _____

3. Have you ever been arrested or convicted of violating any other laws of the United States, State, County, City, Village or Town, relating to the use or abuse (either as an adult or juvenile) of alcohol or controlled substances within the past 5 years? Yes No

If YES, describe the circumstances and give conviction date and jurisdiction where convicted.

Description: _____
Conviction Date: _____ Jurisdiction where convicted: _____

4. Are there charges of any kind pending against you (either as an adult or juvenile)? Yes No
If YES, describe the circumstances and give conviction date and jurisdiction where convicted.

Description: Pending court dates for an OWI (not convicted)
Conviction Date: Jan 2013 Jurisdiction where convicted: Outagamie (Grand Chute)

5. Have you completed the Beverage Servers Training Course in the past two years? Yes No

6. Have you held an Operator License in the past two years? Yes No

If yes
Municipality License issued by: _____ Date Issued: _____

New applicants must provide a copy of the Beverage Server Training completion certificate.

7. Have you ever had an Operator License denied or revoked by the City of Portage? Yes No

If YES, explain when and why _____

8. Name of the licensed establishment(s) where you will be working. Tamarack

READ CAREFULLY BEFORE SIGNING

The undersigned affirms 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 the answers in each instance are true and correct.

The undersigned further understands that an incomplete, inaccurate or false answer constitutes sufficient reason for rejection, denial or revocation of the license.

The undersigned further understands that a full background investigation may be conducted by the Portage Police Department prior to consideration of this application.

The undersigned further understands that any license contrary to Chapter 125 of Wisconsin Statutes shall be void and under penalty of State law, the applicant may be prosecuted for submitting false statements in connection with this application.

Applicant Signature

Galley Kowalewski

Date

3/16/15

DEPARTMENT RECOMMENDATIONS

Department	Approved	Denied	Signature/Date
City Clerk			
City Treasurer			
Police Chief		X	<i>Ken Mantley 3-17-15</i>

If denied, explain reason

INCOMPLETE/INACCURATE/FALSE ANSWER

MS. KOWALEWSKI LISTED A PENDING COURT DATE FOR AN OMKWI

ARREST WHERE SHE IS APPEALING A 2013 OMKWI CONVICTION. THAT IS

SET FOR A JURY TRIAL ON 6-09-15. SHE DID NOT LIST A PENDING

OMKWI ARREST FROM 6-14-14. ALSO BY THE GRAND CHUTE TOWN P.D.

THIS WILL BECOME A CRIMINAL OFFENSE IF SHE IS CONVICTED ON

THE 1ST OFFENSE. (I WOULD SUGGEST WAITING UNTIL JUNE

TO SEE WHAT THE VERDICT WILL BE FROM THE JURY TRIAL.)

Applicant Name: Lane Hunter R
Last First Middle Initial Maiden

1. How long have you continuously resided in the State of Wisconsin prior to the date of this application?
22 years

NOTE: If you need assistance in answering the questions below, please contact the Local Police Dept., the County Sheriff's department or the authority who made the arrest, issued the citation or the summons.

2. Have you ever been convicted of a felony (unless pardoned)? Yes No
If YES, list violation, give conviction date and jurisdiction where convicted.

Violation: _____ Conviction Date: _____
Jurisdiction where convicted: _____

3. Have you ever been arrested or convicted of violating any other laws of the United States, State, County, City, Village or Town, relating to the use or abuse (either as an adult or juvenile) of alcohol or controlled substances within the past 5 years? Yes No

If YES, describe the circumstances and give conviction date and jurisdiction where convicted.

Description: When I was 18 I got pulled over and my friend ended up having a small bag of marijuana
Conviction Date: n/a Jurisdiction where convicted: Columbia

4. Are there charges of any kind pending against you (either as an adult or juvenile)? Yes No
If YES, describe the circumstances and give conviction date and jurisdiction where convicted.

Description: _____
Conviction Date: _____ Jurisdiction where convicted: _____

5. Have you completed the Beverage Servers Training Course in the past two years? Yes No

6. Have you held an Operator License in the past two years? Yes No

If yes
Municipality License issued by: _____ Date Issued: _____

New applicants must provide a copy of the Beverage Server Training completion certificate.

7. Have you ever had an Operator License denied or revoked by the City of Portage? Yes No

If YES, explain when and why _____

8. Name of the licensed establishment(s) where you will be working. Dewitts end

READ CAREFULLY BEFORE SIGNING

The undersigned affirms 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 the answers in each instance are true and correct.

The undersigned further understands that an incomplete, inaccurate or false answer constitutes sufficient reason for rejection, denial or revocation of the license.

The undersigned further understands that a full background investigation may be conducted by the Portage Police Department prior to consideration of this application.

The undersigned further understands that any license contrary to Chapter 125 of Wisconsin Statutes shall be void and under penalty of State law, the applicant may be prosecuted for submitting false statements in connection with this application.

Applicant Signature Hunter Lane Date 3-31-15

DEPARTMENT RECOMMENDATIONS

Department	Approved	Denied	Signature/Date
City Clerk			
City Treasurer			
Police Chief		X	Ken Mantey 4-01-15

If denied, explain reason INCOMPLETE/INACCURATE/FALSE ANSWER

- IN REFERENCE TO QUESTION #3 + DESCRIBING THE CIRCUMSTANCES OF HIS ARREST/CONVICTION, HUNTER LANE ADVISED "HIS FRIEND HAD A SMALL BAG OF MARIJUANA."
- IN CHECKING CCAP, HUNTER LANE WAS CONVICTED OF POSSESSION OF THC ON 11-19-10 AFTER HE ENTERED A NO CONTEST PLEA - SEE ATTACHED. 2010CM 438
- IN REVIEWING A COPY OF THE CRIMINAL COMPLAINT 2010CM438, DEPUTIES FOUND FOUR BAGGIES OF MARIJUANA + TWO BAGGIES WITH SUSPECT MARIJUANA RESIDUE + TWO MARIJUANA PIPES IN THE VEHICLE HUNTER LANE WAS DRIVING. HUNTER LANE TOLD ONE OF THE DEPUTIES THAT THE MARIJUANA + PARAPHERNALIA BELONGED TO HIM. HE SAID HE HAD BEEN SMOKING MARIJUANA 3 TIMES A WEEK FOR THE PAST YEAR. SEE COPY OF ATTACHED CRIMINAL COMPLAINT.

STATE OF WISCONSIN

CIRCUIT COURT

COLUMBIA COUNTY

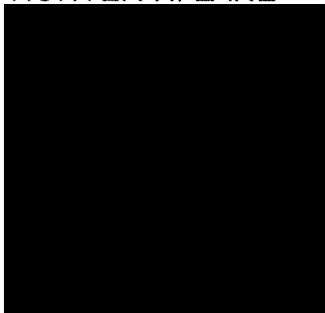
CRIMINAL COMPLAINT

STATE OF WISCONSIN

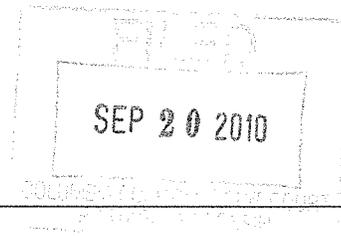
Plaintiff,

-vs-

HUNTER R. LANE



DA Case No.: 2010CO001875
Assigned DA/ADA: Kenneth M. Farmer
Agency Case No.: 10-25154
Court Case No.: 2010CO
Case # 2010 CM 438



Defendant,

Douglas Tarzynski
Deputy Scott ~~Oelke~~, of the Columbia County Sheriff's Department

COMPLAINING WITNESS

The above-named complaining witness being first duly sworn states the following:

Count 1: CARRYING A CONCEALED WEAPON

The above-named defendant, on or about Sunday, July 11, 2010 at 4:46 PM, Dane County, Wisconsin, not being a peace officer, did go armed with a concealed and dangerous weapon, a knife, contrary to sec. 941.23, 939.51(3)(a) Wis. Stats., a Class A Misdemeanor, and upon conviction may be fined not more than Ten Thousand Dollars (\$10,000), or imprisoned not more than nine (9) months, or both.

Count 2: POSSESSION OF TETRAHYDROCANNABINOLS (THC)

The above-named defendant, on or about Sunday, July 11, 2010 at 4:46 PM, Dane County, Wisconsin, did knowingly possess a controlled substance, Tetrahydrocannabinols (THC), contrary to sec. 961.41(3g)(e) Wis. Stats., a Misdemeanor, and upon conviction may be fined not more than One Thousand Dollars (\$1,000), or imprisoned for not more than six (6) months, or both.

And the Court may suspend the defendant's operating privileges for not less than six (6) months nor more than five (5) years. If the defendant's driving privileges are already suspended, any suspension imposed must be served consecutively.

FACTS:

Your complainant is informed by police reports of Columbia County Sheriff's Deputy Andrew Agnew that on July 11, 2010 at 4:46 p.m. he conducted a traffic stop of a motor vehicle in the immediate area of West Slifer Street in the City of Portage, Columbia County, Wisconsin. He reports he made contact the occupants of the vehicle including the driver who was identified by Wisconsin driver's license as Hunter R. Lane. Agnew reports he smelled the odor of raw marijuana coming from the passenger compartment of this vehicle based on his training and experience. He reports he searched the vehicle due to this odor. While searching the front passenger compartment area and center console of this vehicle, he states he found two plastic ziplock baggies containing suspect marijuana. He indicates Columbia County Deputy Kaschinske also located an additional plastic bag of containing suspect marijuana under the front passenger seat of this car. He reports while searching the driver's side that he, Agnew, found a fourth baggie that appeared to at one time contain marijuana. His report also indicates he searched a black shoulder bag found on the back seat, one which he observed Lane earlier carrying just prior to the stop. He states he found in the black bag two marijuana pipes. He reports that Deputy Kaschinske found a fifth baggie containing suspect marijuana in a pile of clothes in the back passenger seat area. In addition to the marijuana, Agnew reports finding a black handled knife that had a 12" blade under the driver's seat. He indicates that only a small portion of the handle of the knife was visible from the back seat area as it stuck out from between the side of the driver's seat and center console. He reports the knife was concealed and hidden and appeared easily accessed by the driver by simply reaching back with his right hand towards the back of the driver's seat. He reports a sixth baggie was located by Kaschinske that had suspect marijuana residue in a winter coat in the trunk of the vehicle.

Agnew further reports that Hunter Lane stated to him that the marijuana and paraphernalia in the vehicle belonged to him. He stated he has been smoking marijuana for one year and that he does so three times per week. Lane claimed he does not sell marijuana.

Agnew reports he weighed the suspect marijuana in the baggies and the weights were as follows:

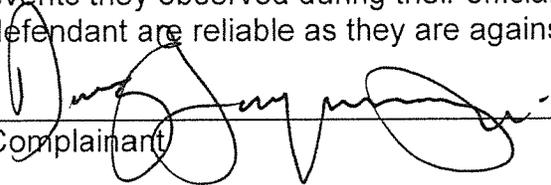
Center console baggie--.1 grams
2nd center console baggie--3.1 grams
Baggie under passenger seat--7.5 grams
Baggie in pile of clothes--.4 grams.

The total weight of the marijuana was 11.1 grams.

He reports he tested the above suspect marijuana using a Nark II Duquenois Levine Reagent field test kit. He reports he tested a portion of marijuana from

each baggie and received a positive result for tetrahydrocannabinol, the active ingredient in marijuana on each test. Your complainant is familiar with Agnew's training and experience and knows that he has been properly trained in the performance of this particular field test.

Your complainant believes that the reports of Deputy Agnew and any statements by Deputy Kaschinske to Agnew are reliable as both are police officers reporting events they observed during their official duties and that the statements of the defendant are reliable as they are against his penal interests.


Complainant

Subscribed and sworn to before me,
and approved for filing on:

This 20th day of September, 2010


Assistant District Attorney Crystal N. Long

For Special Prosecutor Kenneth Farmer

**City of Portage
Human Resources Committee Meeting
Tuesday, April 7, 2015, 6:30 p.m.
Municipal Building, Conference Room One
Minutes**

Members Present: Bill Tierney, Rick Dodd, Doug Klapper, William Kutzke, Rita Maass

Absent: Martin Havlovic

Also Present: Shawn Murphy, Jennifer Loveland, Craig Sauer

1. Roll call

Mayor Tierney called the meeting to order at 6:30pm.

2. Approval of minutes from the March 3, 2015 meeting.

Motion by Dodd, second by Maass to approve the minutes from March 3, 2015 with the correction to the spelling of Ald. Havlovic's name. Motion carried unanimously on call of roll.

3. Discussion and possible recommendation on Proposed Job Description for Engineering Intern.

Murphy presented the Engineering Intern position as a limited term, part time summer position needed during the construction period of the year. This intern will provide assistance, oversight, and inspection, primarily field work, and will report to the Engineering Technician. The wages for this position will be \$10/hour and will be provided for by funds left in the budget after Ayres Associates came in under budget for the design engineering portion of the street and utility project bids. This position has been sent to UW-Platteville and UW-Madison.

It was discussed that while some expectation of knowledge of engineering software programs should be expected, the minimum requirements will be kept at such a level that first year engineering students looking to build experience will be eligible to apply.

Motion by Dodd, second by Klapper to send the proposed job description for Engineering Intern as presented to Common Council for approval. Motion carried unanimously on call of roll.

4. Discussion and possible recommendation on Proposed Job Description for Lead Wastewater Operator.

Murphy stated that Lead positions for the Wastewater Treatment Plant and the Water Department are being established to provide supervisory coverage in the

absence of the superintendents of these departments. The positions will be offered internally and will be tailored to the needs of each department.

A Tanker Endorsement should be added under the minimum requirements, along with Air Brake Endorsements, so that this person can run the jetter when needed. It was also proposed to include some supervisory experience and education as a desirable quality, but not a minimum requirement.

The position descriptions will be approved by Council now, however the timeframe for filling these positions to establish supervisory backups will be determined at the next regular Human Resources Committee meeting and may be pending the results of the Staffing Evaluation.

Motion by Maass, second by Dodd to recommend approval of the proposed job description for the Lead Wastewater Operator as presented, with the addition of a Tanker Endorsement as a minimum requirement and adding experience and education in a supervisory role as a desired quality. Motion carried unanimously on call of roll.

5. Discussion and possible recommendation on Proposed Job Description for Lead Water Operator.

Similar in nature to the WWTP Lead Operator position, Murphy stated that in addition to establishing a backup supervisor, the Lead Water Operator will also participate in work assignments and follow-up on the progress with this assigned work.

Motion by Dodd, second by Maass to send the proposed job description for Lead Water Operator to Common Council for approval. Motion carried unanimously on call of roll.

6. Discussion and possible recommendation on Proposed Job Description for Cable Access Television Coordinator.

Murphy stated that this description is being documented for the purpose of preparing for a future replacement when the current Cable TV Coordinator retires; it is based on current job duties. This position will need to handle future upgrades and changes in technology, as well as expanding future capabilities with the proper funding and equipment.

The committee discussed the need to include participation in Cable TV Commission in the job description, but changing that participation level to an ex-officio member rather than chairperson and voting member of the commission. The work hours should also be changed to more varied work hours, dependent upon committee meeting schedules, to better include committees that meet during early morning hours.

Motion by Dodd, second by Maass to send the proposed job description for Cable Access Television Coordinator to Common Council for approval, with the addition of Cable TV Commission participation as an ex-officio member and a change to work hours as being more varied. Motion carried unanimously on call of roll.

7. Discussion and possible recommendation on Revision to Official City Holidays.

Murphy presented changing Good Friday as the established Spring Holiday to a second floating holiday. Election laws require City Hall to be open the Friday before any election to allow for absentee voting. Good Friday falls as the Friday before an election several times over the next 15 years. Department heads will manage requests from employees to take Good Friday as a floating holiday to help maintain the necessary staffing levels.

Motion by Tierney, second by Dodd to recommend to Common Council changing the Spring Holiday to a second floating holiday for regular employees. Motion carried unanimously on call of roll.

8. Update on Solicitation of Applications for Municipal Services Crewperson.

Murphy stated that 72 applications were received for the Municipal Services Crewperson position, with varying ranges of experience and qualifications. After reviewing these applications, interviews will be scheduled next week for the best candidates. A special meeting of the Human Resources Committee will be held to review recommendations for filling this position.

9. Adjournment

Motion by Dodd, second by Maass to adjourn the meeting at 7:33pm. Motion carried unanimously on call of roll.

Submitted by Jennifer Loveland

**City of Portage
Position Description**

Name: _____ **Department:** Engineering
Position Title: Engineering Intern **Pay Grade:** _____ **FLSA:** Non-Exempt
Date: March, 2015 **Reports To:** City Engineer

Purpose of Position

This position exists to supplement the City's engineering capabilities on construction projects.

Essential Duties and Responsibilities

The following duties are normal for this position. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.

- Working under the direct supervision of the City's Engineering Technician, performs and assists with a variety of construction related services including public works inspection, surveying, note taking, and shop drawing reviews.

Minimum Training and Experience Required to Perform Essential Job Functions

- Must have completed one year of post high school education in an engineering curriculum.
- Must possess and maintain a valid Wisconsin Driver's License.

Knowledge, Skills, Abilities and Physical Requirements Necessary to Perform Essential Job Functions

Physical Requirements

- Must have the physical ability to operate a variety of equipment and hand tools such as a shovel, rake, pick ax and broom.

Mathematical Ability

- Must have the ability to add, subtract, multiply and divide and perform calculations using decimals and percentages.

Language Ability and Interpersonal Communication

- Must have the ability to comprehend, interpret and follow both verbal and written directions.
- Must have the ability to communicate effectively with other City employees as well as the general public to convey or exchange information.

Environmental Adaptability

- Must have the ability to cope with varying weather conditions as the vast majority of the work will be performed out of doors.

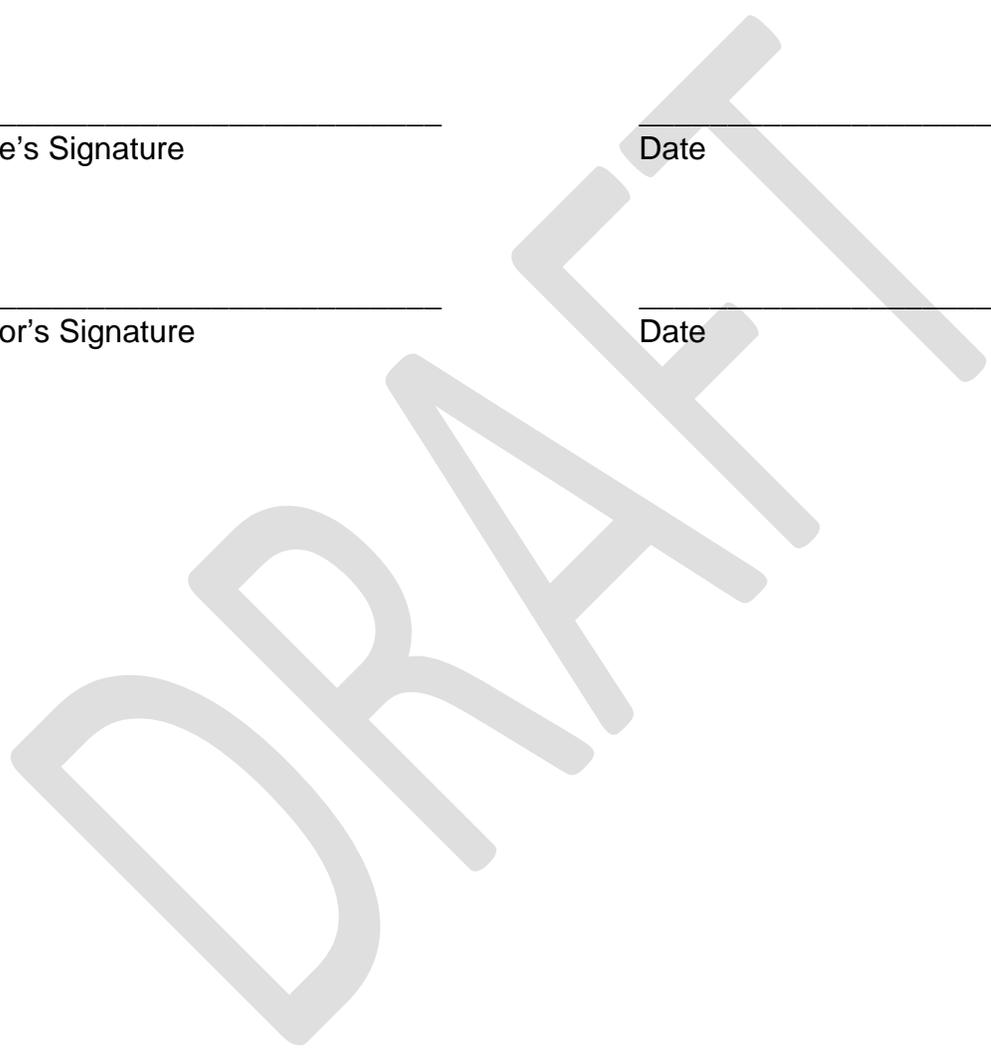
The City of Portage is an Equal Opportunity Employer. In compliance with the American with Disabilities Act, the City will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective employees and incumbents to discuss potential accommodations with the employer. There is a residency and drug-screening requirement.

Employee's Signature

Date

Supervisor's Signature

Date



**City of Portage
Position Description**

Name:		Department:	Waste Water Utility		
Position Title:	Waste Water Lead Operator	Pay Grade:	Subject to Labor Agreement	FLSA:	Non-Exempt
Date:	April, 2015	Reports To:	Waste Water Superintendant		

Purpose of Position

This position exists to maintain the waste water treatment facilities, lift stations, and equipment and to perform laboratory functions.

Essential Duties and Responsibilities

The following duties are normal for this position. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.

- Maintains waste water treatment plant facilities, equipment, and grounds: inspects and cleans plant facility and equipment such as the pumping stations; performs preventative maintenance on equipment such as the annual cleaning of the digestors; repairs plant equipment; hauls sludge to approved areas; maintains grounds by mowing lawns and removing snow.
- Performs laboratory functions: collects samples for analysis; tests samples; records test results; completes necessary reports; sterilizes laboratory equipment; assists with purchase of laboratory chemicals.
- Assists in maintenance of inventory; assists in vehicle and equipment maintenance and ordering of parts and supplies.
- Performs administrative duties under supervision of Waste Water Superintendent and assists in maintaining an inventory of parts and supplies and assists with implementation of the City's Safety and Health Program.
- Performs Waste Water Superintendent duties during his/her absence.
- Performs other duties as required and subject to emergency response/and on-call directed by the Waste Water Superintendent.

Minimum Training and Experience Required to Perform Essential Job Functions

- High school diploma and additional technical coursework and one to two years laboratory experience or any combination of education and experience that provides equivalent knowledge, skills, and abilities.
- Must possess a Wisconsin C.D.L Drivers License with Air Brake and Tanker Endorsements within 6 months of hire.
- Must possess a Wisconsin DNR Waste Water Grade 4; A,B,E,F,G,I & J operator certification within 1 year of hire.
- Additional Training required to operate Waste Water Treatment Facility.

Minimum Physical and Mental Abilities Required to Perform Essential Job Functions

Physical Requirements

- Ability to operate a variety of equipment and tools such as a tanker, front end loader, lawnmower, meters, analytical balance, auto clave, photo spectrometer, incubators, thermometer, computers, probes, samplers, pumps, microscope, sterilizer, calculator, telephone and snow removal equipment.
- Ability to enter confined spaces.

Supervisory Skills

- Ability to operate SCADA System
- Ability to instruct, assign and coordinate work functions of others.
- Ability to instruct, assign and coordinate work functions of others.
- Possess good record keeping and organizational skills.
- Experience and/or training in supervision desirable.

Mathematical Ability

- Ability to add, subtract, multiply, and divide; perform calculations using decimals, percentages, and algebraic equations. Ability to interpret statistical reports.

Language Ability and Interpersonal Communication

- Ability to comprehend, interpret, and/or prepare a variety of documents such as laboratory and sampling reports and bench sheets, Quality Assurance documents, maintenance records, statistical analyses, purchasing forms, and flow charts and weather charts using prescribed format and conforming to state rules and regulations and all rules of punctuation, grammar, diction, and style.
- Ability to use and interpret waste water plant and pump equipment O&M manuals and the Sacramento Manuals, Standard Methods Wisconsin Laboratory Manuals, safety manuals, Columbia County Plat Book, DNR/DMR Forms and other policy and procedure manuals.
- Ability to communicate effectively with City personnel, sales representatives, chemical companies, part-time summer employees, and the general public to convey or exchange information including receiving instructions from supervisors.

Environmental Adaptability

- Work is generally performed in a waste water treatment plant and laboratory environment with corresponding odors and hazards. Work is also performed outside in varying weather conditions.

City of Portage
Position Description

The City of Portage is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the City will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective employees and incumbents to discuss potential accommodations with the employer.

Employee's Signature

Date

Supervisor's Signature

Date

**City of Portage
Position Description**

Name:		Department:	Water Utility
Title:	Lead Water Operator	Pay :	Subject to Labor Agreement
Date:	April, 2015	Reports To:	Water Superintendent

Purpose of Position

This position exists to perform maintenance duties and to ensure accurate and effective water utility service for the City of Portage.

Essential Duties and Responsibilities

The following duties are normal for this position. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.

- Performs water utility maintenance duties: installs, repairs, cleans, and tests hydrants; maintains and reads wells; performs necessary lab work on samples; installs and repairs main water lines; tests, repairs, and reads water meters; performs necessary plumbing, welding, and concrete jobs; performs necessary excavation and landscaping functions; inspects elevated tanks. Performs residential cross-connection inspections.
- Performs administrative duties under supervision of Water Superintendent and assists in maintaining an inventory of parts and supplies and assists with the implementation of the City's Safety and Health Program.
- Assists in maintenance of inventory; assists in vehicle and equipment maintenance and ordering of parts and supplies.
- Performs Water Superintendent duties during his/her absence.
- Performs other duties as required and subject to emergency response/and on-call as directed by the Water Superintendent.

Minimum Training and Experience Required to Perform Essential Job Functions

- High school diploma with some additional schooling in the area of public works, and one to two years water utility or plumbing experience preferred or any combination of education and experience that provides equivalent knowledge, skills, and abilities.
- Must possess a Wisconsin C.D.L. Drivers License with Air Brake and Tanker Endorsements within 6 months of hire.

City of Portage
Position Description

- Must possess Wisconsin DNR Waterworks Operator Grade 1 Certification for Groundwater (G), Distribution (D), Iron Removal (I), Zeolite Softening (Z) and Volatile Organic Compounds (VOC) within 1 year of hire.
- Additional training as required to operate water treatment facility.

Minimum Physical and Mental Abilities Required to Perform Essential Job Functions

Physical Requirements

- Ability to operate a variety of field equipment such as stand by engines, valve openers, backhoe, front end and skid loaders, portable water testing kits, portable pumps, main tapping machines, chemical analysis equipment, jack hammers, and all department vehicles including a snow plow.
- Ability to enter confined spaces.
- Ability to climb, walk, dig, lift up to 50lbs unassisted and operate a variety of off road equipment.
- Ability to install and repair watermain, valves, hydrants, and services

Supervisory Skills

- Ability to operate SCADA System.
- Ability to instruct, assign and coordinate work functions of others.
- Possess good record keeping and organizational skills.
- Experience and/or training in supervision desirable.

Mathematical Ability

- Ability to add, subtract, multiply, divide, and calculate decimals and percents.

Language Ability and Interpersonal Communication

- Ability to comprehend, interpret and prepare a variety of documents such as vehicle reports, production reports, lab reports, well maintenance reports, meter readings, cross connection reports, and inventory reports, using proper format, punctuation, grammar, diction and style.
- Ability to record and deliver information, explain procedures, and follow instructions.
- Ability to communicate effectively with co-workers, supervisors, customers, and others.

Environmental Adaptability

- Work is performed indoors and in an outdoor environment which is subject to weather conditions and hazards associated with excavation, hazardous chemicals, and electricity.

City of Portage
Position Description

The City of Portage is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the City will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective employees and incumbents to discuss potential accommodations with the employer.

Employee's Signature

Date

Supervisor's Signature

Date

**City of Portage
Position Description**

Name: _____ **Department** Administration/CATV

Position Cable Access Coordinator **FLSA:** Non-Exempt, part time

Date: 4/7/2015 **Reports To:** City Administrator

Purpose of Position

This position exists to provide operation and supervision of City of Portage’s Government Access Cable Channel (GACC) which broadcasts on Channel 994.

Essential Duties and Responsibilities

The following duties are normal for this position. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.

- Operates audio and video recording and broadcast equipment during regular City Boards, Commissions, Committees, and Council meetings as well as special meetings, events and activities sponsored or hosted by the City.
- Programs and maintain electronic announcement bulletin board that is broadcast on the GACC.
- Provide coverage and record events, meetings, programs and activities located within City of Portage, to the extent equipment and schedule availability permits.
- Direct, shoot and edit studio productions of interviews, presentations, etc.
- Maintain audio and video equipment.
- Serve as ex-officio to the Cable Access Committee.

Minimum Training and Experience Required to Perform Essential Job Functions

High school diploma with additional training or experience with video production, editing and broadcast equipment. Excellent interpersonal, communication and organizational skills. Ability to work with limited or no supervision.

Knowledge, Skills, Abilities, and Physical Requirements Necessary to Perform Essential Job Functions

Physical Requirements

- Ability to operate a variety of video and audio equipment, as well as a personal computer, and master control console.
- Ability to announce and narrate in English for programs and events.
- Ability to lift, walk, carry equipment, sit or stand for periods of time up to 3 hours.

Language Ability and Interpersonal Communication

- Ability to read, comprehend and interpret a variety of documents.
- Ability to communicate effectively with co-workers, elected officials, and the general public.
- Ability to announce and narrate in English for programs and events.
- Ability to prepare a variety of documents such as reports, general correspondence, and inter-office memoranda.
- Ability to record and deliver information, explain procedures and follow instructions.

Environmental Adaptability

- Work is performed in an office environment. Work schedule is varied dependent upon meeting schedules and may require morning, evening and occasional weekend hours.

The City of Portage is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the City will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective employees and incumbents to discuss potential accommodations with the employer.

Employee's Signature

Date

Supervisor's Signature

Date

CHAPTER 6
LEAVE BENEFITS

6.1 PROVISION OF BENEFITS

All regular employees are entitled to the leave benefits as provided for in this Chapter. Regular part-time employees, occupying a classified position, shall receive leave benefits based on the number of hours regularly assigned during a standard work week. Crossing guards, temporary part-time employees, seasonal employees, and employees assigned to non-classified positions are not entitled to the leave benefits provided herein.

6.2 HOLIDAYS

The City will recognize the following eleven (11) days as paid holidays:

New Year's Eve	Labor Day
New Year's Day	Thanksgiving Day
Spring holiday (assigned by management)	
Memorial Day	Friday after Thanksgiving
Independence Day	Christmas Eve
One floating holiday	Christmas Day

Except as otherwise provided in this Section, if any paid holiday falls on a Saturday, then the preceding Friday will be observed as the holiday. If the actual holiday falls on a Sunday, then the following Monday will be observed as the holiday.

In any year in which Christmas day or New Year's Day falls on a Saturday or Sunday, the Christmas Day and New Year's Day holidays will be observed on the next succeeding Monday. Whenever Christmas Eve and New Year's Eve falls on a Sunday, the holiday will be observed on the preceding Friday.

To be eligible for holiday, an employee must work the day preceding and the day following the recognized holiday unless he is on authorized leave.

Police Lieutenants, in lieu of receiving pay for a holiday, may elect to take an additional day(s) off to use as vacation. The extra day(s) off in lieu of holiday pay must be approved in advance by the Chief of Police.

The Police Detective Lieutenant, if he were required to work on a holiday because of workload, may take another day off or receive pay for the holiday.

**City of Portage
Finance/Administration Committee Meeting
Monday, April 13, 2015 6:00 p.m.
City Municipal Building, 115 West Pleasant Street
Conference Room One
Minutes**

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

Also Present: Administrator Murphy, Finance Director Mohr; Director of Public Works Bob Redelings; Chief of Police Ken Manthey; Dave Hornischer Wastewater Superintendent; Jerry Foellmi from General Engineering; Jon Cameron from Ehlers; CATV Bill Welsh; Craig Sauer from Daily Register

1. Roll call

Chairperson Dodd called the meeting to order at 6:00 p.m.

2. Approval of Minutes from April 9, 2015.

Motion by Klapper, second by Charles to approve minutes from April 9, 2015 meeting. Motion carried unanimously on call of roll.

3. Discussion and possible recommendation on sewer rate modifications.

Jon Cameron from Ehlers reviewed the 2nd phase of the Sewer User Rate Study which is a more detailed study of the user rates. The Cost of Service Rate Study breaks the revenues and expenses in to categories in order to establish a pertinent rate structure; reflecting a fair and equitable charge for all customer classes. Unlike the Water Utility, which is regulated by the PSC (Public Service Commission), the Sewer Utility is unregulated. This allows the municipality to structure rates to fit their needs. Cameron pointed out that Phase 1 of the study indicated an 8% increase may be needed. After completing the 2nd Phase only a 2% increase is recommended overall. The difference is mainly a reflection of the 2014 estimated numbers in Phase 1 being low. Cameron also pointed out the comparison on Table 7 of the Cost of Service Rates, based on the Phase 2 calculations; the Recommended Rates; and the Current Rates. Ehlers is advising use of the Recommended Rates in order to smooth the conversion from the Current Rates which is a technique utilized by the PSC for the Water Utilities.

Murphy pointed out that another difference with this rate study and internal studies done in the past is the parameters of the ERF (Equipment Replacement Fund) schedule. The schedule has been evaluated and it was determined to remove the long-term capital items and fund those with debt service at the time of need. This

will allow allocation of the costs to the users who will benefit from the usage of the equipment as opposed to burdening the current users with the cost of equipment they may not use. This reduces the annual ERF requirement significantly. The committee discussed the impact of Septic and Holding Waste on the function of the plant and the potential risk of contamination. At this point the committee would like further review of the costs and fees for this fee component.

Motion by Dodd, second by Lynn to propose the Recommended Rate Modifications to the Sewer Rates as presented except for the Holding and Septic Rates which will be further reviewed. Motion carried unanimously on call of roll.

4. Discussion and possible recommendation on K-9 purchase agreement.

Chief Manthey presented the status of the K9 fundraising indicating the donations so far are over \$25K exceeding the \$15K goal. He is recommending approval of the K9 purchase agreement in the amount \$13K for purchase of an 18 month old German Shepard from Tal Steinig. He stated the dog is dual-purpose in that it will be trained to track both people and drugs as well as to protect his handler. There is a 4 week training in May and the K9 will be ready for patrol in June. The remaining donations will be used for accessories and care needed for the K9 along with the vehicle. The donations will cover the purchase of equipment and supplies, the 2015 budget included expenses for on-going cost of the K-9 program.

Motion by Lynn, second by Charles to recommend the K-9 purchase agreement from Tal Steinig. Motion carried unanimously on call of roll.

5. Discussion and possible recommendation on HVAC maintenance contract for municipal building and WWTP.

Redelings reviewed the memo and recommended Bassett Mechanical for the HVAC service. Only 2 proposals were received, in spite of City reaching out to area service vendors. The recommendation of Bassett Mechanical is partially due to unresponsiveness of Air Temp Services in providing a 3 year proposal; along with some service concerns.

Motion by Lynn, second by Charles to recommend award of 3-year contract for HVAC maintenance for the municipal building and WWTP to Bassett Mechanical. Motion carried unanimously on call of roll.

6. Discussion and possible recommendation on consultant selection for Ray-O-Vac lift station engineering.

In reviewing his memo Redelings indicated that there were five proposals received and a summary is provided. After considering the proposals and level of past

service in this area staff is recommending G.E.C for the design and bidding not to exceed \$12,700.

Motion by Lynn, second by Klapper to recommend award of contract for engineering for the Ray-O-Vac lift station to General Engineering not to exceed \$12,700. Motion carried unanimously on call of roll.

7. Discussion and possible recommendation on purchase of gear reducers for the screw pumps at the WWTP.

Redelings reviewed the history of the gear reducers for the screw pumps in order to provide an understanding of the recommendation per his memo. Hornischer and Foellmi also provided insight into the situation. Due to their age (33 years), it was determined that it is less expensive and more valuable to replace the gear drives rather than repair. The City budget for 2015 is \$100K this will allow the purchase of 5 drives (4 plus 1 spare) for \$73,735 leaving a balance of \$26,265 for installation. This will allow at least 2 drive replacements this year possibly more depending on the equipment required as part of the change out. There is a 20+ week delivery time for the new Flender Drive units offered by Siemens.

Motion by Lynn, second by Havlovic to recommend purchase of five gear reducers for the screw pumps from Siemens at the WWTP pursuant to the recommendation. Motion carried unanimously on call of roll.

8. Discussion and possible recommendation on accepting Historic Preservation grant & allocation to the donation fund.

Klapper indicated that the HPC (Historic Preservation Committee) has been awarded a historic preservation grant of up to \$20K from the WHS (Wisconsin Historical Society.) This is part of a federal program administered by the WHS. The grant is to be used to conduct an intensive survey of historic properties which will aid property owners, promote economic development and reinvestment, and support tourism. As the grant is set up as a reimbursable the city must provide initial funding to pay for the survey. Up to 75% of the grant will be paid prior to project completion; the grant activity must be done by 8/31/2016 and the 75% reimbursement request submitted by 9/15/16; with the 25% final submittal due by 9/30/16. Any expenses over the \$20K grant would need to be funded through the HPC operational budget.

Motion by Charles, second by Klapper to recommend accepting Historic Preservation grant & transfer of \$20,000 from the General Fund reserves to the Donation Fund to be paid back upon reimbursement by the grant. Motion carried unanimously on call of roll.

9. Discussion and possible recommendation on additional crime coverage provision for insurance.

Murphy stated it was brought to his attention that the city's current insurance policy lacks coverage for Crime Protection which covers risk of employee dishonesty, computer and funds transfer fraud, forgery, theft or burglary with a \$100,000 limit per occurrence. Areas with higher risk such as the treasurer position carry a separate, additional bond. A proposal from the City's current carrier (League of Wisconsin Municipalities Mutual Insurance) was obtained. It is recommended to add this crime coverage to our existing policy for an annual premium of \$746.00 effective 2/9/2015. The committee discussed obtaining competitive bids and it was determined to wait and see what happens with the State budget proposal of the elimination of the Local Government Property Insurance Fund.

Motion by Charles, second by Havlovic to recommend purchasing the insurance provision for additional crime coverage per the recommendation. Motion carried unanimously on call of roll.

10. Discussion and possible recommendation on surplus items.

Mohr reviewed the list of surplus property indicating that the plan is to conduct an online auction to dispose of the items.

Motion by Havlovic, second by Charles to recommend the presented items on the attached list as surplus items. Motion carried unanimously on call of roll.

11. Review of preliminary 2014 financials.

Mohr reviewed the high level analysis of the 2014 Preliminary General Fund Revenue and Expenses indicating the material difference was from the fire at the Museum and the flooding at city hall.

12. Adjournment

Motion by Charles, second by Klapper to adjourn at 7:33p.m. Motion carried unanimously on call of roll.

Submitted by Jean Mohr, Finance Director

PURCHASE AGREEMENT

This agreement, made this date, March 11, 2015, is between Steinig Tal Kennel LLC, located in the state of Wisconsin (Sellers) and, Portage Police Dept., located at 117 W. Pleasant St Portage, Wi. 53901, hereinafter referred to as the Purchaser. The below named purchaser agrees to purchase a certified Dual Purpose Police K9.

Therefore, in consideration of the money to be paid by the Purchaser to Steinig Tal Kennel LLC, the Purchaser agrees to the following:

1. Steinig Tal Kennel Llc shall provide the Purchaser a certified Dual Purpose K9.
2. Purchaser shall pay the sum of \$13,000.00. This sum shall represent the full purchase price of the dog,
3. Steinig Tal Kennel Llc guarantees that at the time said dog is delivered to the purchaser said dog shall be in mentally sound condition and free of any diseases.
4. Steinig Tal Kennel Llc warrants that said dog will be trained as a narcotics/tracking/patrol K9 and be certified in accordance with written standard upon the date of delivery.
5. Steinig Tal Kennel Llc Warranty: One year follow-up training from date of delivery. This training is to be held at Steinig Tal Kennel Llc or alternate training area designated by Steinig Tal Kennel Llc.
6. Steinig Tal Kennel Llc will offer recertification for 40 hours (one week) on a yearly basis for K-9 teams, along with maintenance training held on Tuesdays and Thursdays, for a fee of \$750.00 annually, beginning one year from graduation. Prices are good through December 31, 2015.

Steinig Tal Kennel LLC

Seller

Purchaser

Date Signed

Date Signed

Signature

Signature

3/11/2015



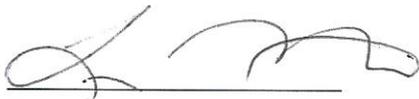
**ADDENDUM TO
PURCHASE AGREEMENT**

This Addendum to the Purchase Agreement, made this date, March 27, 2015, is between Steinig Tal Kennel LLC, located in the state of Wisconsin ("Sellers") and, the City of Portage Police Department, located at 117 W. Pleasant Street Portage, WI 53901, ("Purchaser"). The below named Purchaser agrees to purchase a certified Dual Purpose Police K9 pursuant to the terms of the Purchase Agreement with the following condition:

- 1) Seller warrants the dog sold to be in good health, physically and mentally at the time of delivery, free of any disease or defect. Dog has been given its DHP-Parvo inoculations, distemper and rabies vaccinations at the required intervals and shall provide proof of inoculations at date of delivery. If the health of this dog is found to be unsatisfactory, including severe hereditary hips/elbows dysplasia (early onset dysplasia), by a licensed Veterinarian within 14 days of purchase, the dog may be returned for a full refund or exchange, at Sellers option.

Steinig Tal Kennel LLC
N1041 Mink Lane
Campbellsport, WI 53010

City of Portage Police Dept.
117 W. Pleasant Street
Portage, WI 53901



3-27-15
Date

Date

*inoculation
rabies, Distemper, Parvo,
etc. given Jan. 2015.
K9 must have new
vaccination from Municipality
he is residing in. K9 has
already been X rayed and
certification and (or Xray shall
be provided.*



Steinig Tal Kennel LLC
 N1041 Mink Lane
 Campbellsport, WI 53010
 USA

Voice: (920)533-8109
 Fax: (920)533-8109

Invoice

Invoice Number:
 1206

Invoice Date:
 Mar 11, 2015

Page:
 1

Duplicate

Sold To:
 Portage PD
 117 W. Pleasant st.
 Portage, WI 53901

Ship to:

Customer ID		Customer PO		Payment Terms	
Portage PD				Net 30 Days	
Sales Rep ID		Shipping Method		Ship Date	Due Date
		Airborne			4/10/15
Quantity	Item	Description	Unit Price	Extension	
1.00	Dual Purpose K9	K9, Pre-training, Four week handler course, Certification and one year maintenance training.	13,000.00	13,000.00	

Subtotal	13,000.00
Sales Tax	
Total Invoice Amount	13,000.00
Payment/Credit Applied	
TOTAL	13,000.00

Check/Credit Memo No:

Overdue invoices are subject to late charges.

CITY OF PORTAGE

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



"Where the North Begins"

MEMORANDUM

To: Finance & Administration Committee
From: Bob Redelings, City Engineer
Subject: HVAC Maintenance Service
Date: 4/8/2015

On January 30, 2015 the City received proposals from 2 contractors in response to Request for Proposals issued for HVAC Service Work at the Municipal Building and at the WWTP. Both contractors have good qualifications and references. A summary of the cost of services is provided on the attached proposal tabulation.

Air Temp has been the City's contractor for the past 5 years. Workmanship has been acceptable at both the Municipal Building and the WWTP. Prior to 2009 Bassett Mechanical was the City's contractor.

For the subject solicitation, Air Temp was not responsive in providing rates for the three year service contract. Verbally, they indicated a 1% annual adjustment would be sufficient. However they refused to provide the 1% adjustment in writing. Additionally, recent boiler inspections at the Municipal Building and WWTP resulted in noted equipment deficiencies. These deficiencies should have been identified in their routine service. Bassett Mechanical's proposal includes basic boiler service as part of their routine service.

Accordingly, City staff recommends award of both contracts (Municipal Building and WWTP) to Bassett Mechanical at their proposed rates through 2017, effective April 1, 2015.

Attachment

c.c. Shawn Murphy, City Administrator
Jean Mohr, Finance Director
Marie Moe, City Clerk

**Proposal Tabulation
For
Ray-O-Vac Lift Station Engineering
4/1/2015**

Engineering Company	Location	Effort/Fee		
		Design & Bidding	Construction Proposed	Construction (120hrs)
RPS	Portage, WI	NTE/\$11,585	46 hrs. @ \$105 = \$4,850	\$12,600
General Engineering	Portage, WI	NTE/\$12,700	72 hrs@ \$104=\$7,500	\$12,480
McMahon	Neenah, WI	NTE/\$18,200	152 hrs@ \$105=\$16,000	\$12,600
Kunkel	Beaver Dam, WI	NTE/\$21,680	220 hrs @ \$73=\$16,100	\$8,760
Strand	Madison, WI	NTE/\$42,800	261 hrs@ 90= \$23,600	\$10,800

CITY OF PORTAGE

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



"Where the North Begins"

MEMORANDUM

To: Finance & Administration Committee
From: Bob Redelings, City Engineer
Subject: Ray- O-Vac Lift Station Engineering
Date: 4/10/2015

On April 1, 2015 the City received proposals from 5 consultants in response to Request for Proposals issued for the subject. A summary of the cost of services is provided on the attached proposal tabulation.

The Ray-O-Vac lift station is the City's largest pumping station and receives effluent from all users west of I-39 including the City's two largest water users, Cardinal Glass and CCI. The project possesses sufficient complexity to require design by a firm having knowledge and experience on similar projects.

The firms with the most similar project experience and qualifications include McMahon and Strand. Strand has worked for the City in the past and McMahon has demonstrated superior service on the current digester project at the waste water treatment plant.

General Engineering has also provided superior service on waste water plant projects and was the City's consultant on a similar project, the Carroll Street lift station in 2012.

Though all firms were requested to provide cost for construction services, the required number of hours is only an estimate at this point. The level of effort will be a function of the completed design and the selected construction contractor.

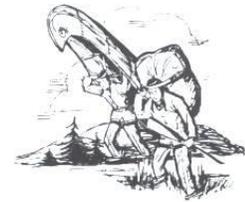
Accordingly, City staff recommends award of an Agreement for the subject to G.E.C. of Portage for a Not to Exceed Cost of \$12,700 for design and bidding. Additionally, the Agreement should include construction services at an average hourly rate of \$104/hour.

Attachment

c.c. Shawn Murphy, City Administrator
Jean Mohr, Finance Director
Marie Moe, City Clerk

CITY OF PORTAGE

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



"Where the North Begins"

MEMORANDUM

To: Finance & Administration Committee
From: Bob Redelings, Utility Manager
Subject: WWTP gear reducers
Date: April 8, 2015
CC: Shawn Murphy, City Administrator

I recommend purchasing the new Flender Drive units offered by Siemens. In order to understand my recommendation, I need to step back and explain this very specific situation. The screw pumps at the WWTP are 1982 vintage, made up of multiple components (54" diameter screw, torque tube, couplings, bearings, gear drive unit, belts and motor), supplied by Lakeside Equipment Corp. In the past 33 years, bearings, couplings, gear drives, belts and motors have been repaired, rebuilt or replaced as part of routine maintenance.

Replacing the gear drive is like replacing the transmission on your car. It is important that you either use OEM (original equipment manufacturer) parts or use parts that the manufacturer deems acceptable. In this case we went to Lakeside Equipment and their service representatives to find out what companies would be considered acceptable if we chose to either rebuild the gear drives or replace them. We had them provide pricing for comparison. We also went directly to the OEM part manufacturer (Siemens/Flender) for their recommendations on rebuilding vs replacing.

Here's what we found:

1. Repair/Rebuild vs Replacement – After being dissatisfied with the work that Sabel Mechanical did on rebuilding the gear drive, we went back to the OEM company (Siemens/Flender) to determine the cost to do a more thorough rebuild. The cost to completely rebuild each of the five Flender gear drive units was \$25,000. They would then have to be reinstalled by a contractor. Siemens noted that the original gear drive used for this type of duty has been replaced with a new Flender model, but if the owner wanted, they could provide the original Flender gear drive model for \$48,000 each, plus installation.
2. Alternative New gear drives – The primary issue here is to make sure that Lakeside is comfortable with an "other than OEM" gear drive option. We went

directly to Lakeside to find out which alternate gear drives they would recommend and what the price comparison was. Lakeside came up with three alternate gear drives that they would accept as “or equal”: NORD Gear, Sumitomo and Siemens/Flender. The prices for these units were: \$25,528, \$28,729 and \$32,735 respectively. Installation of the drives would be additional and some of the drives were not “drop-in” replacements. Different couplings and/or base plates may be required which would increase the overall installation cost.

3. Siemens/Flender Alternatives – Dave Hornisher and Jerry Foellmi have been in continual conversation with Siemens’ reps to explore acceptable options. Siemens offered to provide the new model Flender gear drive as an “equal” drive unit for less money than repairing the old ones. The initial price was \$15,348 each. In checking we found this was the same model that Lakeside had proposed as one of their alternate drives. The base plate would potentially require reworking/replacement as the height was 3/16” taller. After numerous emails regarding the proper physical fitting and the possible ability to eliminate the external oil pump, Siemens came back with a price of \$14,747 each, plus installation.

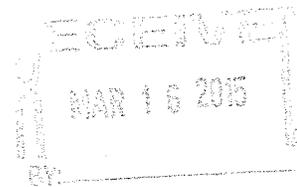
In summary, Dave and Jerry have spent several months reviewing, considering and pricing four alternatives to simply repairing/rebuilding the screw pump gear drives. The primary motive was to provide equal or better quality to the 33 year old gear drives presently in operation. This investigation effectively satisfies the City’s multiple quote procurement process.

We have a firm price proposal on an OEM equivalent drive according to Lakeside Equipment Corp. The price is \$10,000 less for each drive unit compared to rebuilding the existing units, a total savings of over \$50,000 for the four drives plus a required spare. The City’s 2015 budget of \$100,000 for the gear drive replacement will allow all five units to be purchased for \$73,735. This leaves \$26,265 for installation of several drives. Based on preliminary numbers, at least two of the drives can be replaced this year and possibly more, depending on other equipment required as part of the change-out.

Because this is such an important aspect of the Wastewater treatment operation and because the delivery time is in excess of 20 weeks, we need to move ahead on this matter as quickly as possible. I recommend purchasing the new Flender Drive units offered by Siemens for \$73,735.



WISCONSIN
HISTORICAL
SOCIETY



March 10, 2015

Mayor Bill Tierney
115 W. Pleasant St.
Portage, WI 53901

Dear Mayor Tierney:

I am pleased to notify you that the Wisconsin Historical Society has awarded a historic preservation grant of up to \$20,000 to the City of Portage to conduct an intensive survey of historic properties. These Certified Local Government subgrants are part of a federal program administered by the Wisconsin Historical Society. Only units of government with approved historic preservation programs, such as the City of Portage, are eligible for these subgrants.

These funds will be used to conduct an intensive survey of historic properties in your community to support the city's continuing historic preservation efforts. The project will identify and document important properties that may benefit from economic and technical assistance provided through the Historical Society's historic preservation programs. This information will aid property owners, promote economic development and reinvestment, support historic tourism, and provide the city with information to assist in future planning for the preservation of these irreplaceable resources.

The Wisconsin Historical Society's historic preservation program helps preserve places of enduring value by administering the state and national register programs, helping property owners obtain federal and state historic preservation tax credits, and providing an array of technical assistance.

I would like to congratulate the City of Portage for its fine work on behalf of historic preservation, and my staff looks forward to working with the city on this worthwhile project. To learn more about how the Wisconsin Historical Society can aid your constituents, visit the Wisconsin Historical Society's website at www.wisconsinhistory.org/hp/.

Sincerely,

Ellsworth H. Brown, Ph.D.
The Ruth and Hartley Barker Director
Phone: 608-264-6440
Email: ellsworth.brown@wisconsinhistory.org

Collecting, Preserving and Sharing Stories Since 1846

816 State Street Madison, Wisconsin 53706

wisconsinhistory.org

MEMORANDUM OF AGREEMENT between THE WISCONSIN HISTORICAL SOCIETY by and through THE STATE HISTORIC PRESERVATION OFFICER and the **City of Portage** for the **completion of a historic preservation project identified as Project No. WI-15-017.**

THIS AGREEMENT between the State Historic Preservation Office, Wisconsin Historical Society, by and through the State Historic Preservation Officer, hereinafter called the SOCIETY and the City of Portage hereinafter called the SUBGRANTEE, will undertake a historic preservation project to be assisted with a grant-in-aid to support the National Register of Historic Places program in Wisconsin. The program was established by the National Historic Preservation Act of 1966, as amended, and is administered by the National Park Service, U.S. Department of the Interior. The Catalog of Federal Domestic Assistance number is 15.904.

The SOCIETY and the SUBGRANTEE agree as follows:

1. Attachments

The SUBGRANTEE shall carry out the project as specified in this document and attachment which is incorporated into and made part of this memorandum of agreement as:

Attachment A. the project "Work Program;"

2. Amendments (Administration Manual, section 11)

With the exception of Progress Reports, any change to the approved work program (scope of work), products, product/activity due date(s), or budget must be submitted in writing to the SOCIETY at least 30 days prior to effecting and in accordance with the requirements in the "Administration Manual, Section 11."

Other than Progress Reports, deadlines are mandatory and extensions will only be given in unforeseen and extraordinary circumstances. Examples are death or resignation of key participant or major natural disaster; a computer "crash," however, is not an extraordinary circumstance. The SUBGRANTEE must notify the SOCIETY immediately when the extraordinary event occurs.

3. **Period of Performance**

All work carried out as part of this grant-assisted project shall be conducted between the date of the SUBGRANTEE's state purchase order and the **project completion date, August 15, 2016**. It is not possible to extend the period of performance for this project. However, should interim project due date(s) need extension, see item 2. "Amendments."

Drafts of any publications prepared as part of this project shall be submitted by the dates specified in the "Work Program," for review and approval by the SOCIETY.

The SUBGRANTEE agrees to submit all the materials described in the "Work Program" to the SOCIETY on or before the deadlines given for the submission of specified products: failure to meet a deadline may be cause to terminate this agreement. Any Work Program activities completed **after September 30, 2016** cannot be considered an allowable cost, except for completion of the final Reimbursement Request.

The SOCIETY agrees to review all materials within 30 days of their receipt, returning any incomplete or inadequate materials to the SUBGRANTEE for revision or completion. The SOCIETY must approve that all project materials conform to the applicable Secretary of Interior's "Standards" prior to final reimbursement.

The SUBGRANTEE shall submit by September 30, 2016, the final reimbursement request, Project Completion Report, and any materials or reports that required revision after SOCIETY review.

4. **Professional Supervision** (Administration Manual, section 4)

The SUBGRANTEE agrees to provide and maintain a principal investigator whose professional qualifications have received prior approval of the SOCIETY, to ensure that the work conforms to the work program, and to provide the necessary standard of professional conduct required for this project under the federal program regulations.

The SOCIETY staff will maintain contact with the principal investigator and will provide necessary and reasonable amounts of training, advice or technical assistance for the successful completion of project work.

5. **Contracts** (Administration Manual, sections 5 and 6)

The Subgrantee agrees to:

- a. not contract with any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, Debarment and Suspension;
- b. comply with Federal competitive procurement requirements (Administration Manual, section 5) for professional services, any sub-contracts and submit evidence of such prior to reimbursement; and
- c. submit any contracts drafted for the performance of work activities to the SOCIETY for comment and approval prior to execution.

6. **Allowable Costs** (Administration Manual, section 8)

All Project Costs are subject to the applicable principles described in Office of Management and Budget (OMB) Circulars. See our Administration Manual, Section 3-01 for the specific circulars that apply to various types of applicants/subgrantees. This section also gives the Website address for these circulars.

If the SUBGRANTEE **receives \$300,000** or more annually in **total federal funds**, it agrees to comply with the provisions of OMB Circular A-133, Single Audit Act of 1984, and to submit to the SOCIETY a copy of the audit report within 30 days of publication.

Further all project related spending must:

- a. meet federal requirements for the program;
- b. conform to the approved project budget and occur within the period of performance;
- c. be necessary and reasonable for the completion of project work; and
- d. be disassociated with "lobbying," in accordance with 18 U.S.C. 1913.

7. **Progress and Completion Reports** (Administration Manual, section 9)

The SUBGRANTEE shall submit a Progress Report by the **15th day of October 2015; January 2016; and April 2016** or until project completion is reported in the format provided by the SOCIETY. The Society may grant extensions to written or verbal requests, if justification is determined to be satisfactory.

The SUBGRANTEE shall notify the SOCIETY immediately if any situation should arise that will adversely affect the timely or successful completion of this project.

The project completion report titled "Final Project Report" shall conform to the SOCIETY requirements and be submitted by September 30, 2016.

8. **Reimbursement Requirements** (Administration Manual, section 10)

Reimbursement to the SUBGRANTEE shall be subject to receipt of funds from the National Park Service, provided reimbursement amounts are:

contained on an acceptable reimbursement request form;

supported by evidence of compliance with Federal competitive procurement requirements;

supported by copies of expense plus payment records; and

supported by evidence that all project work activities specified for the period have been completed.

9. The SOCIETY agrees to reimburse the SUBGRANTEE **100% of allowable** project costs within 60 days of the SOCIETY's receipt of an acceptable reimbursement request on the following schedule:
 - a. Up to 75% of the federal award will be paid prior to project completion. The SUBGRANTEE must submit a Reimbursement Request by September 15, 2016 for all expenses incurred through August 31, 2016.
 - b. The remaining 25% of the federal award will be paid to the SUBGRANTEE after receipt of the final Reimbursement Request and Project Completion Report (see 8, above), or after all completion materials and auditable records are approved as meeting the applicable Secretary of the Interior's "Standards", which ever is later. The final reimbursement request shall be submitted by September 30, 2016 or earlier.

The SUBGRANTEE agrees to maintain all subcontractor or professional services procurement histories financial and records pertaining to the full life-cycle of the subgrant for a period of not less than five years after completion of the project. The State Legislative Audit Bureau, the SOCIETY, the National Park Service, the Department of the Interior, the Comptroller of the United States, and any of their duly authorized representatives shall have access to subgrant records for audit purposes.

10. **Acknowledgment of Federal Assistance** (Administration Manual, section 7)

Federal grant assistance shall be acknowledged in any public announcements, news releases, articles, publications, and pertinent presentations that the SUBGRANTEE participates in or initiates in the required format.

11. **General Provisions**

- a. **Copyrights**. Since federal funds are involved in this project, no copyright is available to any participants in the project. All material remains in the public domain and cannot be copyrighted.
- b. **Compliance with federal and state laws**. The SUBGRANTEE agrees to comply with all federal and state laws and regulations concerning equal opportunity, affirmative action, and fair employment practices. The SUBGRANTEE further agrees to comply with all applicable regulations, laws, policies, guidelines, and requirements of this federal grant program, including the applicable Secretary of the Interior's standards.
- c. **Title VI Compliance**. The SUBGRANTEE agrees to comply with Title VI of the Civil Rights Act of 1964 that states that no person on the grounds of race, color, marital status, religious creed or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving federal assistance.

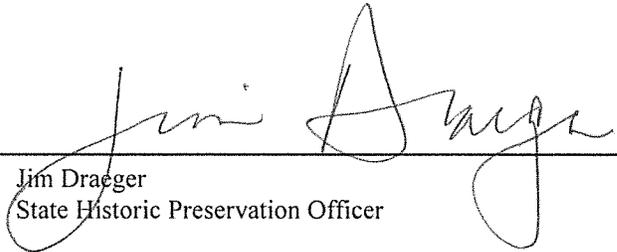
- d. Civil Rights Assurance of Compliance. The SUBGRANTEE agrees to comply with the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975 and all requirements imposed by or pursuant to the Department of the Interior Regulations (43 CFR 17) issued pursuant to these titles, to the end that, no person in the United States shall, on the grounds of age or handicap be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant/Subgrantee receives financial assistance from the National Park Service and hereby gives assurance that it will immediately take any measures to effectuate this agreement.

- e. Program Income. During the period of this grant (March 1, 2015 through September 30, 2016), any income earned by a SUBGRANTEE from activities of which part or all of the cost is a direct cost shall reduce the subgrant award.

- f. Liability. The SUBGRANTEE shall indemnify and hold harmless the State Historic Preservation Officer, the Wisconsin Historical Society, and its officers, employees, and agents from, actions, or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the SUBGRANTEE in executing work under this agreement.

This AGREEMENT may be terminated before the project completion date upon thirty (30) days written notice from either the State Historic Preservation Officer or the SUBGRANTEE. Should this agreement be terminated by the State Historic Preservation Officer, except for reasons of non-compliance by the SUBGRANTEE, the SOCIETY will reimburse the SUBGRANTEE for up to **a maximum of 100% of the eligible** costs incurred up to the termination date. Should this agreement be terminated by the SUBGRANTEE, the SOCIETY, at the discretion of the State Historic Preservation Officer, may reimburse the SUBGRANTEE for a maximum of 50% of the eligible costs incurred to the termination date or may require the SUBGRANTEE to return any or all federal funds transferred to the SUBGRANTEE by the termination date, depending upon the circumstances of the termination.

This AGREEMENT becomes effective upon signature by the parties below and upon receipt by the SUBGRANTEE of a purchase order for the contract sum from the Wisconsin Historical Society on behalf of the State Historic Preservation Officer.

By 

Jim Draeger
State Historic Preservation Officer

3/30/15
Date

By _____
Shawn Murphy-City of Portage

Date

PORTAGE WORK PROGRAM

Project No. WI-15-017

MEMORANDUM OF AGREEMENT

Attachment A: Work Program (As of 3/30/15)

The State Historic Preservation Office (SHPO), Wisconsin Historical Society, and the City of Portage, hereinafter called the subgrantee, agree to the following work activities and project conditions for the completion of an intensive survey and related activities in Portage, assisted with an historic preservation grant-in-aid.

1. The subgrantee shall conform to and follow all requirements and guidelines detailed in the the "Architecture-History Survey Manual" and the "Subgrants Manual." found on the Wisconsin Historical Society website. The subgrantee shall inform the principal investigator of these requirements.
2. Completion Schedule. All products must be completed according to the schedule specified in this work program. Final products must be submitted to the SHPO by August 15, 2016. Non-compliance with the schedule is considered grounds for terminating the subgrant.
3. Reconnaissance Survey. The project must begin with a reconnaissance survey of the city limits, excluding properties already listed in the National Register of Historic Places, in order to document properties of architectural or historical interest and potential significance. Previously surveyed properties that have been altered, restored, or demolished will be updated. Any properties in the entire community without photographs will also be photographed. The survey must be conducted according to guidelines described in the "Architecture-History Survey Manual." Products of the reconnaissance survey are:
 - a. Survey maps, indicating all surveyed properties by lot lines and referenced by the map code. The survey maps must be approved by the SHPO for appropriateness of scale, etc. An original survey map must be provided to the SHPO.
4. Intensive Survey. This phase of the survey contains two basic work elements: site specific research and the preparation of the survey report. Each of these elements is described below. They are more fully discussed in the "Architecture-History Survey Manual."

PORTAGE WORK PROGRAM
Project No. WI-15-017
MEMORANDUM OF AGREEMENT
Attachment A: Work Program Page 2

- a. Site specific research. Historic research must be conducted on all properties potentially eligible for the National Register of Historic Places or within a potential National Register historic district. All findings of potentially individually eligible properties and potential historic districts must be approved by the SHPO prior to completion of the intensive survey report.

The SHPO requires that WHPD be used for the compilation of all survey data. All survey data will be entered into this program by the consultant. The consultant will be given free access to WHPD for one month in order to enter the survey findings for the City of Portage survey only. The consultant must contact the SHPO in order to set up this special one month access.

- b. Preparation of intensive survey report. The intensive survey report must be prepared according to the guidelines in the intensive survey manual. All themes represented in the history of the survey area must be addressed, in addition to the following sections:

1. Historical Overview (including early settlement and physical development)
2. Architecture (organized according to the styles and forms listed in the survey manual)
3. Designers, Engineers, and Builders (including biographical information and subdivided by architects, landscape architects, engineers, builders and contractors, and other designers)
4. Notable People (including biographical information on major figures in the community's history and referenced to buildings or sites associated with them)

If requested by the SHPO, a typed draft of a report chapter must be submitted for SHPO review according to the project schedule, and not less than eight weeks from the project completion date. At least eight (8) copies of the final report and an electronic version in a PDF format on CD must be submitted to the SHPO by the project completion date. The final report must be double-sided and spiral bound. The subgrantee must also submit one (1) unbound, double-sided copy on acid-free paper. The subgrantee will retain at least three copies of the final report and one will be deposited in a local public library.

PORTAGE WORK PROGRAM
Project No. WI-15-017
MEMORANDUM OF AGREEMENT
Attachment A: Work Program Page 3

5. Public Education. The subgrantee will sponsor at least two public meetings during the course of the project. It will be necessary for the principal investigator and the SHPO to participate in both public meetings. The first meeting, to be held near the beginning of the survey project, should introduce the project and the principal investigator to the community. The second meeting, to be held toward the end of the survey, should include a formal presentation of survey findings by the principal investigator. At one of the meetings the SHPO will explain the National Register of Historic Places program. Additional public meetings can be held at the discretion of the subgrantee and the SHPO as necessary.

6. Acknowledgment of Federal Assistance. An acknowledgment of federal funding must be made in any publication or slide or video production resulting from this project (See Section 7 of the "Subgrants Manual.") The standard acknowledgment that must be used is stated in the manual. Press releases, speeches, and other dissemination of information by a subgrantee regarding grant-assisted projects must also acknowledge the support of the National Park Service and the Wisconsin Historical Society. Future publications, materials, or projects that result from this grant-assisted project must acknowledge the federal support.



Commercial Insurance Program

Presented to:

Mike

**LWM-BAER INSURANCE SERVICES, LLC
9701 BRADER WAY, STE
PO BOX 46490 (53744)
MADISON, WI 53562**

Representing:

**CITY OF PORTAGE
115 W PLEASANT ST
PORTAGE, WI 53901**

Prepared by:

Sue Olsen
Underwriting Technician



Sue Olsen
Underwriting Technician
susan.olsen@cna.com

February 5, 2015

TO: Mike
Lwm-Baer Insurance Services, Llc
RE: Commercial Account Quotation

Account Name:	CITY OF PORTAGE	New []	Renewal []
Effective Date:	February 9, 2015	Program:	N/A

ACCOUNT PREMIUM RECAP

Coverage	Quote #	Eff/Exp Date	Company	Premium
Monoline Crime	6017063217	02/09/15 To 01/01/16	Continental Casualty	\$746.00
Total Account Premium				\$746.00

NOTE: This quotation is based upon your responses in the application or representations made by your agent. A change in any of your responses could affect this offer. All quotes are subject to the application of the correct modification factors, any pending rate changes, and risk reservation. No alterations in the proposal may be made without the prior written approval of CNA. This quotation is valid for 30 days or the inception date whichever is first.

This represents a quote based on the information provided in the application and does not guarantee coverage. Coverages and limits quoted may differ from those requested in the application. The dollar amounts are estimates and may not be actual premiums. The agent does not have authority to bind premium amounts. Only the insurance policy can provide the actual coverages, conditions and premiums.

Eligible New CAM package policies placed with CNA qualify for an extra commission! That means you could receive:

- 20% on Middle Market package policies
- 20% on Connect & CustomXpress package policies



Account Quotation Is Subject To:

- Limits, Deductibles, Coverages and other specifics per Coverage sections attached

Comments: Mike – here you go. I have quoted with dates of 02/09/2015 – 01/01/2016.

20% commission

Agency bill prepaid

Let me know.

Thanks,

Sue

UWS Rev. 08/29/14 caquote.doc



LOCATION SUMMARY

Throughout this quotation, location numbers referenced will respond to the location summary shown below:

Loc	Address	City	ST	Zip Code
0001	115 W PLEASANT STREET	PORTAGE	WI	53901

CRIME

Quote #	6017063217	Company	Continental Casualty
Effective	02/09/15	Expiration	01/01/16

COVERAGE SUMMARY:

LOC	COVERAGE	LIMITS\OCCURRENCE LIMIT	DEDUCTIBLE	PREMIUM
	O - Public Employee Dishonesty - Per Loss	\$100,000	\$1,000	\$597
	F - Computer And Funds Transfer Fraud	\$100,000	\$1,000	\$89
	B - Forgery Or Alteration	\$100,000	\$1,000	\$60

Crime Taxes, Fees, and Surcharges	\$0.00
Additional to Meet Minimum Premium	\$0.00
Total Crime Premium	\$746.00

Special Notations/Comments:

FORM SUMMARY:

The policy quoted includes the following forms, endorsements and exclusions, which may not be deleted.

FORM	ED. DATE	FORM NAME
CNACOVERPG	04/13	Proprietary Coverage Page Form
CNA62641XX	09/12	First Party Glossary of Defined Terms
CNA62642XX	09/12	Common Terms and Conditions
CNA62646XX	09/12	Bridge Endorsement



FORM	ED. DATE	FORM NAME
CNA62647XX	09/12	First Party Terms and Conditions
CNA62814WI	09/12	Cancellation / Non-Renewal - Wisconsin
CNA62815WI	09/12	Amendatory Endorsement - Wisconsin
CNA62862WI	09/12	Important Notice - To Our Wisconsin Policyholders
CNA62863WI	09/12	Policy Holder Notice - Wisconsin
CNA68757XX	09/12	Policy Holder Notice - Countrywide
CNA62657XX	09/12	Business Crime Coverage Part
CNA75878XX	08/13	Faithful Performance Of Duty Coverage For Govt
CNA75879XX	08/13	Government Employee Theft Coverage Excess

Surplus Items 4/10/15

Dept	Type	Brand	Serial Number	ID Tag	
Fire	Equipment	Drager Co detector		2683	Non sellable
Public Works	Equipment	Air Monitor		1724	Non sellable
Public Works	Trailer	1996 Felling Skidsteer trailer	1F9FS1429T1072631	480	Unit #82
Public Works	Vehicle	1998 Dodge Ram 1500 2WD	1B7HC16Y0WS696496	486	Unit #9 61,172 Miles
Public Works	Equipment	Dodge Tailgate			
Public Works	Equipment	Yellow Light Box			
Public Works	Equipment	Truck Tool Box			
Public Works	Equipment	Ford Tailgate			
Public Works	Equipment	Ford Rear Bumper			
Public Works	Equipment	2 Rear Bumpers			
Public Works	Equipment	2 Front Bumpers			
Water	Equipment	(Hoist) Duff Lynx Hoist & Pullers			
Water	Equipment	Chev 07 bumper			
Water	Equipment	Ford 11 Tailgate Ford Super Duty Flex Fuel			
Water	Equipment	Ford 11 Bumper			
Water	Equipment	VCR-0127 GE VHS video cassette recorder	316473052		
Water	Equipment	Valve Turner (x-ercise machine wachs poer drive valve operator	11564-154274		
Water	Equipment	Mini Mobile Interrogator American Meter Co.	S/N#0000300		
Water	Equipment	Touch Graf Panel	S/N#312460		
Water	Equipment	Touch Graf Panel	S/N#312487		
Water	Equipment	Alcer Keyboard	S/N#K6564053010		
Water	Equipment	HP Workstation XW4100	HP S/N USV417067Y		
Water	Equipment	A open PCU BG 45 15200	P/N 91.01134.017		
Water	Equipment	Toshiba Equim 7350M	S/N#90154891A		
Water	Equipment	Digital Camera		1413	
Water	Equipment	MM1 Meter Reading Machine w/touch pads		2085	
Water	Equipment	MTM Corporation Gas Pressure Washer (Cold Water)		1429	
Water	Equipment	Path Finder II-Model 8850	S/N#GC02553	188	
Water	Equipment	TRACE PI w/battery meter reader			
Water	Equipment	Badger Meter Trace 2 batteries/charger			
Police	Vehicle	2012 Chev Impala	2G1WD5E32C1258553	2664	Unit #7 148,596 Miles
Parks	Equipment	Printer- HP Deskjet 6122		273	
Parks	Equipment	Printer-Brother Model #HL-2280DW	S/N#U6270A2N473911		
Parks	Equipment	Printer-Stylus Photo 1400 Model #B321B	S/N#JN7E077253		
Fire	Equipment	22 Traditional Helmets (10yrs old)		1121	
Fire	Equipment	8 Cairn 660 Helmets (20 yrs old)		1121	
Fire	Equipment	Dell Optiplex 745 Computer tower		none	
Fire	Equipment	Laptop		none	
Fire	Equipment	Computer Scanner		843	
Fire	Equipment	Photosmart Printer		1632	
Fire	Equipment	Samsung 10" Tablet		2693	Non sellable
Fire	Equipment	Rams for 5,000 lb TNT system - 1.) 12" serial number 57217B 2.) 18" serial number 57600B 3.) 24" serial number 54975B 4.) (4)50' length of hydraulic hoses 5.) (1) 25' length of hydraulic hose		1051	
Fire	Equipment	ISG antenna		851	
Fire	Equipment	ISG TV		845	

Police Property Room

Police	Equipment	Nike Air Mens Tennis Shoes Size 12	
Police	Equipment	145 pc tool set (some pcs missing)	
Police	Equipment	120 socket set (some pcs missing)	
Police	Equipment	Decorative glass stand	
Police	Equipment	Kenwood 180 Watt Speakers	
Police	Equipment	Chevy hub Caps (scratched)	
Police	Equipment	Samsung WIFI digital camera with USB cord	
Police	Equipment	Canon digital camera red w/battery charger	
Police	Equipment	Nikon Cool Pix Maroon Camera	
P&R	Material	approx 100 lf green mesh screening	

**City of Portage
Park and Recreation Board Meeting
Tuesday, April 14, 2015 - 6:30 p.m.
Municipal Building Room #1**

Members present: Brian Zirbes, Chairperson, Larry Messer, Mike Charles, Rita Maass and Todd Kreckman

Also present: Manager, Dan Kremer, Leslie Hawkinson, Kory Anderson, Kent Fish and Cindy Bahr.

1. Roll Call

The meeting called to order at 6:30 pm by Chairperson Zirbes.

2. Approval of minutes of March 10, 2015 meeting

Motion was made by Charles and seconded by Maass to approve the minutes, as submitted, from the March 10th, 2015 meeting. The motion carried 5-0.

3. Discussion and possible action on final design for Silver Lake Beach wall. Presented by Kory Anderson. (General Engineering Company)

Kent Fish and Kory Anderson explained their diagrams and differences between the “slope” and “step” approach for the construction of the new Silver Lake Beach wall. A discussion of the wall construction, drainage system, future docking areas and possible permits needed to complete the project followed. Examples of how the beach wall will match the Market Square wall design were also presented. Charles made a motion to accept General Engineering Company’s step design for the Silver Lake Beach wall. Second by Kreckman. The motion carried 5 – 0.

4. Discussion and possible action on door and interior color scheme for Goodyear and Lawton bathroom shelters.

Kremer presented examples of current color schemes of white interior and a forest green door that are found in recently upgraded bathrooms located at the Silver Lake Beach and Sunset Park. Discussion followed with the board in agreement to stay within the same color scheme. Messer made a motion to stay with the white interior color and a forest green door for the Goodyear and Lawton Park bathroom shelters. Second by Kreckman. The motion carried 5 – 0.

5. Discussion and possible action on new swing at Sunset Park.

Kremer began the discussion stating there is an anonymous donor who wishes to assist with replacing the current swing set structure at Sunset Park. Swings have

been absent for the past year at this park. The donor has requested a two bay and four belt swing seat style which Kremer showed examples of from the Lee Recreation LLC company and noted the exact swing set is also currently located behind Woodridge School. The donor also requested the swing set be in the color green. A quote from Lee Recreation showed the cost to run \$2,274 with the donor to cover \$1,000 of the cost. Kremer noted the Park and Rec Grounds Budget currently has enough money to cover the remainder of the cost. Maass made a motion to approve the requested play set style and color and to accept the \$1,000 donation made by an anonymous donor for a new swing set at Sunset Park. Second by Charles. The motion carried 5 – 0.

6. Discussion and possible action on Columbia County 4H Horse Council facility usage agreement.

The 4H Horse Council representative, Cindy Bahr, was on hand to answer any questions regarding the facility usage agreement between the Council and the City. Discussion followed regarding improvements the Council has planned to the area and the relocation of the Horse Area during the construction of the Master Plan. A 4H Council insurance agreement was still pending. A motion was made by Kreckman to accept the agreement with Columbia County 4H Council, as written, as long as there is a mutual agreement of insurance and has City Council approval. Second by Charles. The motion carried 5 – 0.

7. Discussion and possible action on Fox-Wisconsin Heritage Parkway grant application resolution for an accessible boat/canoe launch ramp.

Kremer led the discussion of the proposed Stewardship Grant application stating it is for an accessible landing/launch for boats and kayaks in Portage. The Heritage Parkway committee would partner with the City and assemble the grant and apply on behalf of the City. The City would need to match 50% of the grant and pass a resolution stating the partnership by a May 1, 2015 deadline. The estimated launch ramp cost is \$20,000. Committee discussion continued, noting the City would need to determine a location and inquire about DNR permits. The group has a budget of \$2,000 towards the \$10,000 grant match. Kremer recommended the proposed grant was too aggressive for 2015 and suggested a delay for research and possibly apply for supportive grants to assist with the matching \$10,000. A motion was made by Maass to move forward with a Stewardship Grant for a future date allowing the committee time to discuss location, discover funding and allow City Council approval. Second by Charles. The motion carried 5 – 0.

8. Discussion and possible action on Summer Food Program offering at VMF park shelter. (Lawton Field)

Kremer explained he was approached by the Summer Food Program committee to assist with their Free Meal program by expanding their offering at a park location. The program is currently offered at the Portage Public Library June through August for anyone age 0-18. While there are no costs for the meals, there are rules that need to be met by both the serving staff and those receiving the free meal. Transportation, storage and serving staff of the meals needed to be worked out along with training of staff and proper food handling procedures. Lawton shelter was proposed for a Monday through Thursday meal. Availability of a completed Lawton shelter by June 8th is still unknown. After committee discussion, a motion was made by Maass to deny the use of a VMF park shelter for use of the Summer Food Program. Second by Charles. The motion carried 5 – 0.

9. Discussion and possible action on swimming pool lease with Portage Community School District.

Kremer led the review of the lease the City has with the Portage Community School District. Noting the lease has been an annual contract. The proposed change for Article 2, 2.1 is to change the agreement to an automatically renewed contract for one-year terms unless one of the parties gives the other party written notice. Charles made a motion to accept the lease with Portage Community School District as presented. Second by Kreckman. The motion carried 5 – 0.

10. Manager's Report

A. Building 6 sprinkler system

Inspection of the sprinkler system in building 6 had not been done for the past few years and has now been completed and updated by the Ahern Company and placed on a revolving 3 & 5 year inspection schedule.

B. Bathroom shelter update

Goodyear park bathroom shelter is progressing with concrete, plumbing and interior fixtures with an estimated completion date of before Memorial Day opening at the Splash Pad. The Lawton bathroom shelter is about 13 days behind the Goodyear schedule with an estimated mid-June completion date.

C. Upcoming and current

The Summer Activity Brochure has a more professional look this year. Approximately \$2000 was raised through sponsor ads and the Park and Rec budget realized about a \$300 cost as a result. The schools sent out links supporting events and are making the brochures available at their facilities; Hot and cold water and meters were currently being installed at the parks for summer

use; the beach guard shelter had a window broken with attempted entrance that is now being repaired; the soccer fields at VMF have been direct seeded and rolled with cooperation from the schools; Earth day is being planned for clean-up and up grading at Sanborn, Sunset and the Library flower beds as the main target; the City has reached a 20th Tree City USA Award by being community involved for 20 consecutive years.

11. Adjournment

Zirbes asked all in favor to adjourn say Aye. No nay's. Motion Passed. Meeting adjourned at 7:47 pm.

Respectfully submitted

Leslie Hawkinson

Park & Recreation Department

INTERGOVERNMENTAL COOPERATION
AGREEMENT FOR LEASE OF REAL ESTATE

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

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

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

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

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

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

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

Article 1
Premises

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

Article 2
Term

- 2.1 The Commencement Date of this Lease shall be January 1, 2016 and, ~~subject to extension or other termination hereunder, the Termination Date shall be December 31, 2015.~~ **through December 31, 2016. Thereafter, this Agreement shall be renewed automatically for one-year terms unless one of the parties gives the other party written notice of its intent not to renew at least 120 days prior to the expiration of the term of the Agreement then in effect. Notification under this Section 2.1 of the Agreement shall be deemed given if delivered by certified or registered mail with postage prepaid by the sender.**

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

Article 3
Rent/Consideration

- 3.1 Rent/Consideration. The parties hereby agree that Lessee's establishment and maintenance of programs, including but not limited to the programs described on Exhibit A, for the benefit of the public, including all District residents, shall serve as consideration/ rent hereunder, along with all of Lessee's other obligations under this Agreement. This is not to restrict the ability of Lessee to discontinue current programs if there is insufficient interest or there is increased demand for other programs.
- 3.2 Additional Rent. In the event that Lessee's gross annual revenues exceed Lessee's annual expenditures by more than \$10,0000 in connection with the administration of the City-sponsored programs conducted on the Premises, Lessee shall pay fifty percent (50%) of such excess net revenues to the Lessor within 30 days of the conclusion of each annual Lease term.

- 3.3 District Support. In the event that Lessee's annual expenditures exceed Lessee's gross annual revenues in connection with the administration of the City-sponsored programs conducted on the Premises, the Lessor shall pay Lessee the amount of such deficit within 30 days of the conclusion of each annual Lease term provided, however, that in no event shall such payment exceed \$10,000.00.
- 3.4 Accounting. Lessee shall provide a full accounting of all annual expenditures and all gross annual revenues in connection with the administration of the City-sponsored programs conducted on the Premises within 45 days of the conclusion of each annual Lease term.

Article 4 Use of Property

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

Article 5 Maintenance and Signage

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

Article 6 Insurance

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

Article 7 Lessee Control and Responsibility

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

7.4 General Indemnification.

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

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

Article 8
Assignment, Subletting

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

Article 9
Subordination and Nondisturbance

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

Article 10
Lessee's Equipment

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

Article 11
Surrender

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

Article 12
Notices

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

Article 13
Amendments

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

Article 14
Miscellaneous

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

14.3 Relationship of Parties. Lessor and Lessee shall not be considered or deemed to be joint ventures or partners and neither shall have the power to bind or obligate the other except as set forth herein.

14.4 Non-waiver. No delay or failure by either party to exercise any right under this Lease shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

14.5 Entire Agreement. This Lease supersedes any agreements previously made between the parties relating to its subject matter. There are no other understandings or agreements between the parties related to the Property.

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

LESSOR

PORTAGE COMMUNITY SCHOOL DISTRICT

By: _____ Date _____
School Board President

Attest: _____
School Board Clerk

LESSEE

CITY OF PORTAGE

By: _____ Date _____

Attest: _____

ORDINANCE NO. 15-007

ORDINANCE RELATIVE TO MISCELLANEOUS OFFENSES

Chapter 46, Article II Offenses Against Safety and Peace

The following sections of this Article shall be repealed and recreated as follows:

Sec. 46-41. Regulation of smoking.

(a) Purpose and authority.

The ordinance is adapted for the purpose of protecting the public health, safety, comfort and general welfare of the people of the City of Portage. This ordinance is adopted under the authority of Wis. Stat. §101.123(4m).

(b) Definitions. Except as set forth below, the definitions of Wis. Stat. §101.123(1) are hereby adopted. In this section:

- (1) "Electronic smoking device" means any product containing or delivering nicotine or any other similar substance intended for human consumption that can be used by a person to simulate smoking through inhalation of vapor or aerosol from the product. "Electronic smoking device" includes any component part of such product whether or not sold separately. The term shall include such devices whether they are manufactured as electronic cigarettes, electronic cigars, electronic pipes or any other product name. "Electronic smoking device" is not included in any product that has been approved by the United States Food and Drug Administration (FDA) for sale as a tobacco cessation product or is being marketed and sold solely for approved purposes.
- (2) "Smoking" has the meaning given in Wis. Stat. §101.23(1)(h), and also includes use of an electronic smoking device which creates an aerosol or vapor, in any manner or in any form or the use of any oral smoking device.

(c) Prohibition on smoking in city buildings and property

No person may smoke within any portion of any municipal building in the city or any access corridor leading thereto. Building is defined as any structure having a roof supported by columns or walls and includes all buildings at the Veterans Memorial Field and lower area of the grandstand and all park shelters. This section adopts all relevant requirements provided under Wis. Stat. §101.123.

(d) Prohibition on smoking in enclosed and specified places.

The provisions of Wis. Stat. §101.123 relating to the prohibition of smoking in various enclosed places, are hereby adopted and made part of this Code by reference. The prohibition of smoking in Wis. Stat. §101.123 shall be extended to include electronic smoking devices as defined in Sec. 46-41(b)(1).

Sec. 46-42. Regulation of electronic smoking devices.

(a) Sale of electronic smoking devices to persons under the age of 18.

No person may procure for, sell, dispense, furnish or give away or provide for nominal or consideration any electronic smoking device to any person less than 18 years of age.

(b) Possession of electronic smoking device by persons under the age of 18.

No person under 18 years of age shall possess or use any electronic smoking device.

(c) Use of electronic smoking devices on school grounds.

No person shall use an electronic smoking device on school grounds or in school buildings.

(d) Severability.

Each section, paragraph, sentence, clause, word, and provision of this ordinance is severable, and if any such section or provision shall be held unconstitutional or invalid for any reason, such decision(s) shall not affect the remainder of the chapter nor any part thereof other than that affected by such decision.

This Ordinance shall take effect upon passage and publication thereof.

Passed this _____th day of May, 2015.

W.F. "Bill" Tierney, Mayor

Attest:

Marie A. Moe, WCPC, MMC, City Clerk

First and second readings:
Published:

Ordinance requested by:
Legislative and Regulatory Committee

RESOLUTION NO. 15-026

PRELIMINARY RESOLUTION DECLARING INTENT TO EXERCISE SPECIAL ASSESSMENT POWERS UNDER SECTION 66.0703 OF THE WISCONSIN STATUTES (2015 NEW SIDEWALK IMPROVEMENT PROJECT)

BE IT HEREBY RESOLVED by the Common Council by the City of

Portage, Columbia County, Wisconsin:

1. That the Common Council of the City of Portage, Wisconsin, does hereby declare its intention to exercise its powers under Section 66.0703 of the Wisconsin Statutes to levy special assessments for construction of sidewalk and appurtenant work upon the properties improved by such construction;
2. That said public improvement shall include the construction of new sidewalks on the west side of Sanborn Street from West Franklin Street to Prospect Avenue, on the east side of Sunset Street from West Carroll Street to Prospect Avenue, on the north side of West Pleasant Street from Sunset Street to 125 feet east of Sunset Street, and on the west side of Armstrong Street from West Cook Street to 115 feet north of West Cook Street.
3. The Common Council of the City of Portage, Columbia County, Wisconsin, determines that such improvements shall be made under the police power for the health, safety and public welfare and that the amount assessed against each parcel shall not exceed the actual cost of the project as prorated to each parcel.
4. The special assessments against any parcel for sidewalk construction costs may be paid in full or in three (3) annual installments if the assessment is \$1,000.00 or less and five (5) annual installments if the assessment is over \$1,000.00, plus interest on the unpaid balance, at the rate of 3.735% per annum.
5. The City Engineer is hereby ordered to prepare a report concerning the following:
 - A. Preliminary plans and specifications for said improvements.
 - B. An estimate of the entire costs of the proposed improvements.

- C. A schedule of the proposed assessments to be levied and a breakdown as to how said assessments affect each parcel in the area being assessed.
 - D. A statement that the property against which the assessments are proposed is benefited by the project.
- 6. Upon completion, a copy of such report shall be filed with the City Clerk for inspection by the general public.
 - 7. Upon receiving such report, the City Clerk is directed to give notice of a public hearing on such reports, as specified in Section 66.0703(7) of the Wisconsin Statutes. A hearing shall be held at the Common Council Chamber in the City Municipal Building, Portage, Columbia County, Wisconsin, at a time set by the Clerk, in accordance with Section 66.0703(7) of the Wisconsin Statutes unless waived by all owners of benefited property.

DATED this 23rd day of April, 2015.

W.F. "Bill" Tierney, Mayor

Attest:

Marie A. Moe, WCPC, MMC, City Clerk

Resolution recommended by:
Municipal Services and Utilities Committee