

**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 24, 2014  
Agenda**

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Approval of Agenda
5. Minutes of Previous Meeting
6. Consent Agenda
  - A. Reports of Sub-Committees, Boards, and Commissions
    1. Library Board, April 8, 2014
    2. Business Improvement District Board of Directors, April 9, 2014
    3. Historic Preservation Commission, April 9, 2014
  - B. License Applications
    1. Operator
7. Committee Reports
  - A. Human Resources Committee, April 14, 2014
  - B. Finance/Administration Committee, April 14, 2014
    1. Consideration of recommendation for award of contract for Veteran's Memorial Field Master Plan and Facility Needs Study
    2. Consideration of recommendation for award of contract for WWPT Biodigester Construction
    3. Consideration of recommendation for award of contract for Design and Administration of Restroom/Concession Facilities at Goodyear Park and Lawton Field
    4. Consideration of recommendation for Developer Agreement for Hamilton Park Place
    5. Consideration of recommendation on insurance claim from Christi Bermejo

8. Old Business
  - A. Ordinances
    1. Ordinance No. 14-010 relative to Zoning, Tax Parcels 2490, 2492 and 2512.29 located east of Airport Road and north of Latton Lane and West Slifer Street, City of Portage, Columbia County, Wisconsin
    2. Ordinance No. 14-011 relative to Licenses
    3. Ordinance No. 14-012 relative to Public Safety and Peace
  
9. New Business
  - A. Resolutions
    1. Resolution No. 14-024 relative to Terminating TIF District No. 3 and Authorizing City Treasurer to Distribute Excess Increment to Overlying Taxing Districts
    2. Resolution No. 14-025 relative to Authorizing the Submission of a Community Development Block Grant-Public Facilities (CDBG-PF) Application
  
  - B. Mayor's Comments
    1. AdHoc Canal Committee
    2. May 3, 2014 Emergency Drill
    3. Orientation recap and April 30, 2014 Committee of the Whole
  
  - C. City Administrator's Report
    1. Spring Clean Up Day
    2. Brush Collection
  
  - D. Closed Session

The Common Council will go into closed session pursuant to Wisconsin Statutes 19.85(1)(c) to discuss recommendation on severance agreement for City Employee.
  
  - E. Reconvene to Open Session for possible action on severance agreement for City Employee
  
  - F. Adjournment

Common Council Proceedings  
City of Portage

Annual Business Meeting  
Council Chambers  
City Municipal Building

April 15, 2014  
7:13 p.m.

1. **Install newly elected officials**  
City Clerk Moe administered the Oath of Office to Alderpersons Mike Charles, Mary E. Hamburg, Jeffrey F. Monfort, Richard Lynn and Rita A. Maass.
  
2. **Roll Call of New Council**  
Present: Ald. Charles, Dodd, Hamburg, Havlovic, Klapper, Lynn, Maass, Monfort, Oszman  
  
Also Present: Mayor Tierney, City Clerk Moe, City Attorney Spankowski, Manager of Parks and Recreation Kremer  
  
Media Present: Craig Sauer from Portage Daily Register, Bill Welsh from Cable TV
  
3. **Standing Rules of the Council**  
Resolution No. 14-023 relative to City Council Operation was read and adopted unanimously on motion by Oszman, second by Dodd and call of roll.
  
4. **Election by the Council of President of the Council**  
Mayor Tierney asked for nominations. Maass nominated Dodd, second by Havlovic. Mayor Tierney asked for a second time for nominations. Klapper nominated Havlovic, second by Oszman. Mayor Tierney asked for a third time for nominations. Mayor Tierney declared nominations closed. A secret ballot was cast with City Attorney Spankowski and Manager of Parks and Recreation Kremer appointed as tellers. Dodd was elected Council President.
  
5. **Standing Committees of the Council**  
Finance/Administration Committee - Rick Dodd, Mike Charles, Martin Havlovic, Doug Klapper, Richard Lynn, Chairperson – Rick Dodd  
  
Human Resources Committee - Rick Dodd, Martin Havlovic, Doug Klapper, Rita A. Maass, Michael G. Oszman, Chairperson – Bill Tierney  
  
Legislative and Regulatory Committee - Rita A. Maass, Mike Charles, Mary E. Hamburg, Martin Havlovic, Jeffrey F. Monfort, Chairperson – Rita A. Maass

Municipal Services and Utilities Committee - Doug Klapper, Rick Dodd, Mary E. Hamburg, Jeffrey F. Monfort, Michael G. Oszman, Chairperson – Doug Klapper

Motion by Dodd, second by Oszman to approve the standing committees. Motion carried unanimously on call of roll.

6. **Elections by the Council**

Plan Commission

Klapper nominated Oszman, second by Charles. Dodd nominated Klapper, second by Havlovic. Lynn nominated Havlovic. Nominations were closed.

Oszman was elected to the Plan Commission by a show of hands and receiving 7 votes. Those voting for Oszman were Charles, Dodd, Hamburg, Havlovic, Klapper, Maass and Monfort.

City Attorney

Motion by Lynn, second by Oszman to elect Jesse Spankowski as City Attorney. Motion carried unanimously on call of roll.

7. **Appointments by Mayor**

Airport Commission – Rita A. Maass, Doug Klapper, Michael G. Oszman, Fred Langbecker, David Tesch, Chairperson – Rita A. Maass

Board of Zoning Appeals – Traci Bartels, Chairperson – Dave Carlson

Cable TV Commission – Mary E. Hamburg, Richard Lynn, Michael G. Oszman, Jeremy Rusch, Gary Knebel, Chairperson – William P. Welsh

Columbia County Economic Development Corporation Board – Steve Sobiek

Community Development Authority – Michael G. Oszman, Charles Poches

Community Development Block Grant Committee – Rick Dodd, Mike Charles, Martin Havlovic, Doug Klapper, Richard Lynn, Chairperson – Rick Dodd

Economic Development Loan Fund Committee – Kim Dorn, Michael Decker, Dave Gunderson, Nita Bortz, Jeff Davis, Chairperson – Jean Mohr

EMS Advisory Board – Rick Dodd

Emergency Planning Committee – Mike Hudgens, Kevin O'Neill, Jon Erdmann, Charles Poches, Pat Beghin, Tom Meierhoff,

Historic Preservation Commission – Doug Klapper, Kristen Droste, Todd Bennett, Erin Foley, Marlena Cavanaugh, Stephanie Miller-Lamb, Wade Udelhoven, Chairperson – Doug Klapper

Library Board – Addie Tamboli, Klay Vehring,

Park and Recreation Board – Brian Zirbes, Mike Charles, Rita A. Maass, Todd Rickman, Larry Messer, Chairperson – Brian Zirbes

Plan Commission – Brian Zirbes, Pete Tofson

Police and Fire Commission – Kathryn E. Miller

Steering Committee for Veterans Memorial Field – Doug Klapper

Tourism Promotion Commission – Martin Havlovic, Rick Dodd, Dawn Schneller, Carole LaVigne, Chad Stevenson, Chairperson – Martin Havlovic

Board of Review – Rick Dodd, Doug Klapper, Mark Jankowski, Dave Carlson – alternate, Michael Paul - alternate

**8. Comments from the Mayor**

Mayor Tierney asked for citizens to fly the flag and that it is flown respectfully.

Manager of Parks and Recreation Kremer informed the council about Earth Day, which will be celebrated Tuesday, April 22nd. The City is partnering with Wisconsin Fresh Start and Portage Pride to have a cleanup day in the parks; beginning at 9:00 a.m. at Collipp-Worden Park. Anyone wishing to volunteer is welcome.

Mayor Tierney stated that the city is heading in the right direction and many projects are in progress. There will be an orientation session for new council members Wednesday, April 23rd, 5:30 p.m. – 7:30 p.m. All members of council were strongly urged to attend.

There will be a committee of the whole meeting April 30th to discuss the council organizational structure.

**9. Adjournment**

Motion by Oszman, second by Dodd to adjourn. Motion carried unanimously on call of roll at 7:32 p.m.

Marie A. Moe, WCPC, MMC  
City Clerk

**PORTAGE PUBLIC LIBRARY**  
253 W. Edgewater Street  
Portage, WI 53901  
Phone: (608) 742-4959  
E-mail: [porill@scls.lib.wi.us](mailto:porill@scls.lib.wi.us)  
Web Site: [www.portagelibrary.us](http://www.portagelibrary.us)

LIBRARY BOARD MEETING MINUTES  
April 8, 2014

Meeting called to order: 12:10

Present: Davis, Gregory, Stevenson, Tamboli, Vehring , Voigt

Excused: McLeish, Schoenborn

- 1) Approval of minutes from previous meeting. (AT/RD)
- 2) Approval of financial Reports (City claims & library restricted funds claims).  
(RD/AT)
- 3) Director's Report:
  - Keyscan keyless entry system will be completed in very near future.
  - April election created little disruption for library services.
  - Work on changing out book return will begin soon.
- 4) Strategic Planning Subcommittee Report
  - AT reported that meeting will be held on Monday, May 12 from 5-9PM.
  - Chad Stevenson agreed to be board's rep.
  - Carole Pulsfus and Shannon will lead the meeting.
- 5) Business
  - None
- 6.) Meeting adjourned at 12:16. (AT-CS)

Richard Davis-President  
Addie Tamboli-Vice President  
Eleanor Voigt, Treasurer  
Eleanor McLeish-Secretary  
Dr. David Gregory  
Nikki Schoenborn  
Chad Stevenson  
Klay Vehring

**City of Portage**  
**Business Improvement District Board of Directors**  
**Wednesday, April 9, 2014, 7:30 a.m.**  
**City Municipal Building, 115 West Pleasant St.**  
**Conference Room One**  
**Minutes**

Present: President- Peggy Joyce, Treasurer Shane Schmidt, Secretary Dennis Rupers, Maribeth Dorn, Ian Dumbleton, Myrna Hooper, Sheila Link & Chris Shadel.

Excused: Vice President John Krueger

Also present: BID Contractor Scott Davis, Rob Gehm from Links Greenhouse, Mayor Bill Tierney, Director of Business Development Steve Sobiek.

**1. Roll Call**

The meeting was called to order at 7:31am by President Joyce.

**2. Discussion and request for approval of BID Meeting minutes for March 25, 2014.**

President Joyce presented the minutes from March 25, 2014 and asked for a motion to approve the minutes as presented. Motion by Schmidt, second by Dorn to approve minutes for March 25, 2014 meeting.

**3. Discussion and possible action on treasurer's report.**

Claims to pay

Treasurer Schmidt presented the Claims to Pay Voucher list for March, 2014. Schmidt presented the Claims to pay for April in the amount of \$2533.17. President Joyce asked that \$1200 to be added to April's Voucher list for advertising Downtown Portage events within the Columbia County Travel Planner with Capital Newspapers. Motion by Shadel, second by Hooper to approve the presented Claims To Pay list in the amount of \$3733.17 by Shadel. Motion carried unanimously on call of roll. (Approved Motion to revise Claims to Pay to \$4145.22 located in Grants Committee report; 6.c.)

Financials – March 2014

Treasurer Schmidt presented the March 2014 Financials to the Board. Schmidt stated that the prepaid card for the contractor was separated out as its own account as "Inventories and Prepayments; #245-00-16000-055 –Prepaid Expense. Therefore, all purchases on the card will be maintained on the monthly Claims to Pay voucher form and will be properly expensed within the BID Financials. Treasurer Schmidt added that the BID March Financials were accurate and balanced. Motion by Dumbleton, second by Schmidt to approve February 2014 Financials. Motion carried unanimously on call of roll.

President Joyce directed the Board to the agenda item, Streetscape Committee Report, so that guest, Rob Gehm did not have to attend the meeting longer than needed.

**4. Discussion and possible action on Streetscape Committee**

Purchase of Flowers and Plants

President Joyce introduced guest Rob Gehm, from Links Greenhouse. Discussion ensued on needed flowers and planters for the spring and summer season. Rob stated that 60 baskets were ordered last year. President Joyce stated that the Streetscape Committee will meet with Rob to make purchasing decisions. Schmidt added that the height of plants in the planters located in the bump outs should be taken into consideration so that they can be seen through the vehicle's back windows. Rupers asked Rob the approximate cost of flowers and planters that was purchased last year, along with the additional cost for the new hanging baskets. It was felt that between \$2000 and \$2500 was needed to accomplish the BID's plans. It was also noted that \$30,000 of the \$96,167 in the Designated Fund Balance (Fund Balance, #245-00-34000-992) has been allocated for Streetscape. Motion by Rupers, second by Schmidt to move up to \$2500 from the Designated Fund Balance (Fund Balance, #245-00-34000-992) and make available to the Streetscape Committee for their purchasing decision of planters, baskets and flowers within the Business Improvement District. Motion carried unanimously on call of roll.

#### Purchase of Street Lamp Banners

President Joyce stated that there was no report on the purchase of street lamp banners as no further action has been taken by the committee.

President Joyce directed the Board back to the order on the Agenda to item #4. Discussion ensued on the BID Committee reports where action was not needed.

### **5. Discussion on BID Committee Reports**

#### **Executive Committee**

Chairperson, President Joyce stated that the Executive Committee met with City Administrator, Shawn Murphy, City Clerk, Marie Moe and City Treasurer, Jean Mohr to discuss logistical items, along with the need for BID Board to correct the presentation and notation of BID Board Meeting Minutes and items on the BID Board Meeting Agenda.

Joyce stated that the monthly payment to the Independent Contractor will now be paid monthly, in arrears, the 2<sup>nd</sup> Friday of each month. This payment will not be based on the notation within the minutes or on the Claims to Pay voucher. This payment will be based on the signed contract.

Joyce added that due to the storage shed's need for electricity, BID's Alliant Energy Bill will now be correctly billed to the City of Portage.

It was also discussed that a BID page be added as a link on the City's website so that contact information may be provided to those seeking information in relation to the BID.

Lastly, Marie Moe presented a clear description to the Executive Committee on how agenda items are to be listed when there is required action by the board. Items requiring action must be stated on the Agenda for the public to view. Therefore, all committee chairs must present items to Secretary Rupers and President Joyce for consideration to be added to the Agenda.

Director Shadel brought up the need for each committee to present a written report to be distributed to the Board on the first Friday of each month. Shadel added that reports should be reviewed before the meeting to allow for proper consideration and questioning, if need be. Schmidt added that it will aid in helping the Board meetings to not go as long. Rupers added that most of the work should be done at the committee level. Clear presentations to the Board after the members

have had time to properly digest the material will help us to establish the importance of working effectively at the committee level, as well as saving time in the Board Meetings.

Director Schmidt reiterated to the Board that each committee should strive to meet once a month and present a report to Board, including the Executive Committee.

### **Marketing Committee**

Due to Committee Chair, Krueger's absence, President Joyce presented to the Board her decision to approve a \$400 advertising campaign with Capital Newspapers from the marketing budget for "104 Things To Do In Portage." This timely decision was a \$600 savings from the same campaign in 2013.

### **Ad-Hoc Committee for Location Study for County Services**

President Joyce introduced Mayor Bill Tierney and Portage Director of Business Development- Steve Sobiek. Mayor Tierney provided an update on the County Services and their relocation study. Mayor Tierney stated the Infrastructure Committee will have a new Chairperson, Vern Gove who will replace outgoing chair, Andy Ross. In response to Director Dorn's question as to what services may leave or enter the downtown, Mayor Tierney stated that although a final decision has not been made, there is strong discussion of moving just the County's Judicial function to the Jail location due to building & security requirements. Health & Human Services functions would possibly be moved to the downtown. Sobiek added that this move would bring more people to the Downtown area as there are roughly 150 to 200 employees serving the county in this capacity. Mayor Tierney added that whatever the County decides to do, if all County services are not maintained in the Downtown area, someone will be inconvenienced. The Mayor reinforced that the County has to look out for what's best for and has to answer to the people and taxpayers of the County, and not just downtown Portage. President Joyce thanked both the Mayor and Sobiek for their attendance and input this morning.

## **6. Discussion and possible action on BID Committee Chairman reports.**

### **Buildings & Grounds Committee**

#### **UTV Purchase**

Committee Chair, Schmidt presented to the Board the results of their committee meeting which centered on the replacement of the current ATV(s) with a new UTV, side by side unit. After reviewing quotes from BobCat, Polaris, Kubota and Gator (Kubota failed to provide a quote, the committee chose to present to the Board their recommendation of the BobCat UTV. The BobCat will best serve the BID as it is a PTO driven unit that could not only be used to haul trash and deliver water, but could also be used for sidewalk cleaning and to fill in as a back up to the Polar Trac in the winter. Schmidt stated to the board that the BobCat quote offered the best price due to their generous municipality discount. The cost of the UTV and Brush is \$23,624.21, after a municipality discount of \$5939.76. Polaris was the second choice, but the cost was higher. Not only are the attachments more expensive with Polaris, but they are also manufactured by BobCat. Dumbleton added that BobCat is the biggest municipality supplier. Schmidt added that the committee and Scott Davis were able to test drive the equipment and found it more than satisfactory and that it would also fit nicely within the storage unit. Rupers added that \$65,000 has been set-aside within the \$96,167 Designated Fund Balance (Fund Balance, #245-00-34000-992) for the purchase of the equipment; \$15,000 specifically for ATV Replacement and \$50,000 for Building & Grounds.

Motion by Rupers, second by Hooper to move \$8624.21 from the Designated Fund Balance (Fund Balance, #245-00-34000-992) and make available to the Building & Grounds Committee for the purchase of the presented BobCat UTV with Brush attachment for \$23,624.21. Motion carried unanimously on call of roll.

Director Shadel brought up the issue of the remaining 2 ATVs. Shadel suggested that BID keep one and get rid of the least valuable unit. The committee will be considering the use of the current 2 ATVs and present to the Board its recommendations.

Schmidt also presented to the Board that the committee talked with property owner, Dennis Dorn and he gave permission to look into cleaning up the property and storage structure, as well as the possibility of installing fencing to secure BID Equipment. Schmidt received a verbal bid of \$700 from Tom Summers Landscaping to clear, cut trees & clean the driveway of the Storage structure and add gravel onto the driveway to reduce a muddy mess. Dennis Dorn also offered to provide the paint at no cost to BID to paint the structure as needed/desired. Painting and Fencing are projects that will be taken on in the future. No planned project dates as of yet.

### **Contractor Committee**

Director Shadel presented to the Board in detail the Contractor Committee reports; the March 2014 Independent Contractor's report and the Farmer's Market report. Reports were distributed to the Board on Friday, 04/04/14 for review.

Motion by Schmidt, second by Dumbleton to accept the BID Contractor's March 2014 reports (Addendum #'s 2, 3 & 4). Motion carried unanimously on call of roll.

### **Grants (Community Events) Committee**

#### **\$500 grant request from DPI for Hats off to Spring event**

Director Dorn presented to the Board a grant request from Downtown Portage, Inc. (DPI) in the amount of \$412.05 for the upcoming Hats Off to Spring event, on 04/12/14, to help cover the cost for advertising the event. The event is not a fund raiser so they are asking for help with marketing the event. Due to the timing of the event and the requirement of the funds to pay for the advertising expenses, President Joyce asked the Board to consider revising the earlier approval for the April Claims to Pay to include the requested \$412.05.

Motion by Joyce, second by Dumbleton to amend the previously approved Claims To Pay list in the amount of \$3733.17 to the revised amount of \$4145.22, which includes the additional \$412.05 grant request by DPI. Motion carried unanimously on call of roll. (Addendum 1 – Claims to Pay)

#### **\$1300 grant request from DPI for advertising**

Also, Director Dorn informed the Board that DPI has withdrawn their \$1300 grant request noted in the March 2014 minutes that was going to be itemized as to how the funds were to be used. The DPI Board determined that the funds were already requested and received previously from BID.

### **7. Discussion and update on involvement with Downtown Portage, Inc. (DPI)**

Director Link presented her report regarding Downtown Portage, Inc. (DPI). Link stated that DPI is happy to have 2 new Board Members.

Link also presented to the Board an update as to how the plans are coming along for Portage Canal Days on 05/30/14 through 06/01/14. Canal Days will have a family friendly atmosphere this year along with a family run carnival. Entertainment will include Travis Agnew and Roadtrip. Local talent will be performing on Sunday afternoon. Shuttle service will be provided to and from the re-enactments, Historical Levee walks and Old Fashioned carnival games will be included.

### **8. Adjournment**

Motion by Joyce, second by Rupers to adjourn the meeting at 9:16. Motion carried unanimously on call of roll.

Respectfully Submitted by Dennis Rupers, BID Secretary.

2014  
City of Portage  
Business Improvement District  
April Schedule of Vouchers

#	Date	Charge Acct	Invoice #	Amount	Vendor	Description	Account #	Description
1	3/21/2014			\$2,500.00	BKO, LLC - Scott Davis	March 2014 Services	241	Custodial Services
2	3/30/2014		7119	\$27.91	Cin's Shade!	Farmers Market Goodies	297	Farmers Market
3	3/31/2014		1851426	\$5.26	Cin's Shade!	Farmers Market Soda	297	Farmers Market
4	3/31/2014		2155911	\$1,200.00	Capital Newspapers	Columbia County Travel Planner (approved per 1/22/14 ordinance)	296	Marketing
5	3/24/2014			\$412.05	Downtown Portage Inc.-DPI	"Hats of to Spring" Advertising	296	Marketing
6								
7								
8								
9								
10								

Total: \$4,145.22

Pre Paid Expenses Account #055

#	Date	Card Balance:	Pre-Paid	Walgreens Balance	Monthly Fee	Bank Fees
1	3/26/2014		\$353.54			590
2						
3						
4						
5						
6						
7						
8						
9						
10						

Total: \$2.95  
Balance On Card: \$350.59

Approved for payment during City of Portage Business Improvement District Committee meeting dated 4/15/2014  
 Shane Schmidt, Treasurer  
 BO Board of Directors

4/15/2014  
Date

4/8/2014

# 2014 Monthly BID Maintenance Contractor Report

## 03/01/14-03/31/14

To: BID Board

From: Scott Davis

### BID District Trash Cans:

- Check all BID district trash cans empty as needed.
- Check all areas around BID district for trash and debris pickup as needed.

### Farmers Market:

- Inspected Farmers Market banners and sandwich boards. A few of them could be updated. I will check on prices for new ones and bring prices to BID meeting.
- Sandwich Board's need new supports, chains, and locks due to not being able to locate from previous contactor.
- Scheduled a meeting at the Annex building on March 31st for all vendors who have any questions about the Farmers Market.
- A few vendors showed up for the Farmers Market meeting. Questions from both sides were asked and we can discuss answers at next BID meeting.

### Downtown Improvements & Flowers:

- Followed up with Link's Greenhouse on Baskets and plants.
- Rob from Link's Greenhouse will go over options at next BID meeting.

### BID Equipment:

- Inspected Polar Trac; the tires are already wearing.
- The 2006 Polaris 4 wheeler would not start. Cleaned battery cables and charged battery.

### Snow Removal:

- Cleaned sidewalks after each snow fall of an inch or more also cleaned up walkways after the city workers finished plowing.

### BID Building:

- Started working on BID building
- Per Fire Inspector recommendations started covering up wires.

PORTAGE BUSINESS IMPROVEMENT DISTRICT

April 9<sup>th</sup>, 2014

**BID IC Committee Report**

Chris Shadel, BID Designee for the BID Independent Contractor,

Committee members: John Krueger and Carolyn Roberts

March 2014 Summary

- Shadel received an email forwarded from President Joyce on March 21<sup>st</sup> with question about snow removal. Shadel contacted owner of The Vibe, Brenda K. immediately and resolved the matter. In future an informational letter given to businesses should keep lines of communication open between IC Davis and snow removal committee. It is my suggestion that the snow removal committee chair and IC Davis receive the inquiries from the business owners.
- IC committee met Monday March 17<sup>th</sup>, 2014.

Shadel, Davis, Roberts attended these items were discussed:

FM vendor meeting planned

FM application and rules reviewed

Plan for mailing FM applications

Plantings

Clean up for BID

Sidewalk cleanup

Davis mentioned a vacuum, wet/dry that can be plugged into the ATV and used to remove cigarette butts and small debris from the sidewalks. Davis will research further.

- Stayed in contact with IC Scott Davis thru out the month.

PORTAGE BUSINESS IMPROVEMENT DISTRICT

April 9th, 2014

March Farmers Market Summary

Chris Shadel, Farmers Market Committee chair

Committee members: BID IC Scott Davis, Carolyn Roberts, Extension Agent Becky Gutzman, Consultant

**FM Vendor Meeting at Annex building March 31<sup>st</sup>, 2014**

Meeting Minutes:

Roberts, Davis and Becky Gutzman hosted the vendors on Monday March 31<sup>st</sup>, 2014 from 9am to 12pm.

Five vendors were in attendance.

Items discussed:

- Senior vouchers provided by the state to senior citizens. Roberts filed a form with the appropriate agency so Portage FM will be eligible. Vendors are responsible for registering with the state and becoming a stamp holder and able to redeem vouchers. Extension agent Gutzman is a Vendor education specialist and will be assisting vendors who have not yet applied and wish to.
- EBT machine to handle food program customers, also debit and credit card possibilities. Vendors liked the idea and are willing to work with us to bring these opportunity's to the FM. Davis and Roberts will be researching equipment and talking to other FM managers to get more information (how other markets are handling the card fees and other cost). Roberts has located sites where machines may be acquired free of charge, however transaction fees and contracts may not be in our best interest, all these things are being researched at this time.
- Elks Club sold burgers across from the FM last year and vendors are hoping they plan to do it again this year.
- Possibilities for educational programming at the FM. Master Gardeners, Master Food Preservers, Extension Agent, Gutzman and others will be invited to take turns putting on educational programs at the market each week. They would be allowed to share the IC Davis's space free of charge or another available space free of charge. Gutzman will send out email invites to prospective groups.
- Other ideas for FM fun included Chili cook off, pie cook off (fruit and veggie), salsa cook off, kids tour (Gutzman) and fun kid's projects, senior's day and others.
- Roberts will contact the newspaper for wky announcements and special event coverage.
- Roberts will contact Magnum Broadcasting for possible public service announcements.

## March Farmers Market Summary

April 9th, 2014

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- Roberts suggested a data collection sheet to be filled out after each FM by Davis; this would allow the committee to make informed decisions about the market. Several items to be on the list were discussed.
- Reviewed parking options IC Davis will monitor FM and work with FM committee to improve parking arrangement.
- Suggested that FM Manager wear a shirt identifying him as FM manager.
- Publicity drive, gift certificates, informational pieces for wellness programs and for businesses to hand to customers.
- The rule of no sales until noon was removed, no other markets in the area are practicing this type of rule and vendors felt it was not customer friendly for them to stand and wait for the bell to ring.
- Non- seasonal vendor spots filled on 1<sup>st</sup> come 1<sup>st</sup> serve bases and placed in that order instead allowing the vendor to pick any space that was available. Vendors felt it was easier to maneuver into the market if the vendor intake was set up this way; it also kept the market from being all spread out with empty spaces in between.
- Vendors were very happy they were invited and had a voice in the FM planning process.

End of meeting minutes

- ✓ Roberts and Davis reviewed locations for FM banners and sandwich board signs.
- ✓ Roberts and Davis looked at banners and sandwich board signage, it was determined that some sandwich board signage would need replacing. IC Scott Davis will get an estimate from Two Rivers Signs.
- ✓ Shadel ordered 14 traffic cones from Portage Do It Center at approx. \$23 each; they are scheduled for delivery Thursday, April 3rd.
- ✓ 10 vendor applications have been received, 9 full season, 1 part time.
- ✓ 9 seasonal vendors are paid in full (\$85 per stall, per year, some purchase more than one space); FM vendor checks were taken up to City Hall, \$1020.00 total fees received as of April 2<sup>nd</sup>, 2014.

March Farmers Market Summary

April 9th, 2014

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**REQUEST FOR FUNDS:**

Most of these items will be used for several years, items such as shirts, hats and office supply would be replaced every year.

(Special equipment such as EBT and debit/credit card readers is not yet listed).

ITEMS NEEDED FOR THE FARMERS MARKET

1. 10 x 10 pop up tent	\$200
2. Pop up tent weights	\$40
3. 2 folding tables	\$150
4. 2 folding chairs	\$70
5. Money belt	\$35
6. 1 long sleeve shirt silkscreened Farmers Market Manager.	\$50
<u>Would BID like to be recognized in the silkscreened prints?</u>	
7. 1 short sleeved shirt silkscreen Farmers Market Manager	\$35
8. 1 matching hat	\$25
9. 1 Jacket silkscreened Farmers Market Manager	\$145
10. Office supplies- pens, calendar, plastic sleeve for applications	\$50

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These are estimated cost.....\$800

At the present time the Farmers Market committee consists of me, BID IC Scott Davis, Carolyn Roberts and Becky Gutzman as a consultant. If any of you or you know of someone who would like to be on this committee please contact me at 608-697-4707 or email: cshades@cshades.biz

**City of Portage  
Historic Preservation Commission  
Wednesday, April 9, 2014, 6:00 p.m.  
Municipal Building, 115 West Pleasant Street  
Conference Room One  
Minutes**

**Members Present:** Doug Klapper, Chairperson; Marlena Cavanaugh, Kristin Droste, Erin Foley, Stephanie Miller-Lamb, Wade Udelhoven  
**Members absent:** Todd Bennett, Rob Nurre  
**Guests Present:** Bill Welsh (Cable TV)

**1. Roll call**

Klapper called the meeting to order at 6:00 pm.

**2. Approval of previous meeting minutes**

Miller-Lamb moved that the minutes of the February meeting be approved. Udelhoven seconded the motion, which passed unanimously by voice vote.

For item 2 in the March minutes, Klapper told the Commission that the \$1000 in encumbered funds are actually in the 2014 HPC budget. Cavanaugh moved that the minutes of the March meeting be approved. Droste seconded the motion, which passed unanimously by voice vote.

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

Klapper distributed bills for HPC hearings, a total of \$90 for notices of hearings on the addition of the Grandstand at the Fairgrounds, of the Surgeon's Quarters, and of the Museum at the Portage to the Municipal Register. Klapper reminded the committee about the extra \$1000 available this year.

**4. Discussion on Historic Preservation Month activities**

Klapper scheduled Jen Davel's talk for Wednesday, May 21, 5 pm. at 205 Vino.

On Sunday, May 4, Judy Eulberg will start her 1 pm tour of the downtown historic district at the Chamber of Commerce Plaza. Her Society Hill tour will be Tuesday, May 27, starting at the Museum at the Portage at 6 pm.

Miller-Lamb's scavenger hunt will run in the Portage paper May 5-10. Funds have already been allocated for the prizes for this event.

Cavanaugh has three confirmed churches for the open house tour on Saturday, May 17, 11 am-3 pm: St. Mary's Catholic Church, the Portage Presbyterian Church, and St. John the Baptist Episcopal Church. She is having trouble contacting Trinity United Church of Christ.

Cavanaugh priced banners. Small (4' x 2.5') banners cost \$30; large (6' x 2.5') cost \$90. She proposes purchasing four small banners, one for each of the churches participating in the tour, along with two large banners that could be placed on fences along main roads at two of the school properties. She wondered if a city credit card could be used to pay for the advertising items. Klapper will check with Marie Moe.

Cavanaugh showed a draft brochure for the Preservation Month activities. She suggests all events be free of charge.

Klapper asked what HPC information should be passed out at the May events. He listed items such as information about tax credits, the Municipal Register, and about the HPC itself. Miller-Lamb suggested a postcard with brief information be prepared rather than large numbers of paper handouts. Cavanaugh will prepare an informational postcard, which will contain Klapper's contact information.

Droste will contact the press about the May events.

#### **5. Discussion and possible action on Municipal Register plaques**

Samples of plaques from other cities were displayed. A circular plaque was generally approved, showing a central logo surrounded by the award title. Udelhoven will request an estimate for making a plaque of this shape, and search for a larger digital file of the logo.

#### **6. Discussion and possible action on HPC service**

Klapper noted that all current members of the HPC agreed to serve another term on the commission. The Mayor is looking to fill the two vacancies. Klapper noted that service requires members spend time outside of meeting attendance, and how important that time has been to the HPC.

Klapper displayed photos of the St. John the Baptist Episcopal Parish House that were submitted for the 2014 Annual Historic Preservation Award. Foley cited the structure's recent brick repair, 1871 construction date, and its location within the Church Hill Historic District as reasons for its eligibility. Members discussed a home at 216 E Franklin St., deciding to consider it for an award at a later time. Cavanaugh moved to award the 2014 Annual Historic Preservation Award to 211 W. Pleasant St., the former rectory for St. John the Baptist Episcopal Church. Miller-Lamb seconded the motion, which passed unanimously by voice vote.

#### **7. Adjournment**

Chair Klapper adjourned the meeting at 7:09 pm.

Respectfully submitted,  
Erin Foley  
Secretary

**OPERATOR LICENSE APPLICATIONS - BY LAST NAME**

ERICA J. SHAFER

**City of Portage  
Human Resources Committee Meeting  
Monday, April 14, 2014, 5:00 p.m.  
Municipal Building, Conference Room One  
Minutes**

Present: Bill Tierney, Chairperson, Rick Dodd, Rita Maass, Mike Oszman & Frank Miller.

Absent/Excused: Jeff Garetson.

Also Present: City Administrator Shawn Murphy

**1. Roll call**

The meeting was called to order by Mayor Tierney at 5:00 pm.

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

Motion by Dodd, second by Maass to approve minutes from the March 10, 2014 meeting. Motion carried unanimously on call of roll.

**3. Motion to convene to Closed Session per Chap. 19.85(1)(c) to discuss and provide possible recommendation on severance agreement for City Employee.**

Motion by Miller, second by Maass to convene to Closed Session per Chap. 19.85(1)(c) to discuss and provide possible recommendation on Severance Agreement for City Employee. Motion carried unanimously on call of roll at 5:02 pm.

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

Motion by Maass, second by Oszman to reconvene to open session for possible recommendation on item(s) discussed in closed session. Motion carried unanimously on call of roll at 5:28 pm.

Motion by Oszman, second by Dodd to recommend approval of Severance Agreement as presented in closed session. Motion carried unanimously on call of roll.

**5. Adjournment**

Motion by Oszman, second by Miller to adjourn the meeting at 5:30 pm. Motion carried unanimously on call of roll.

Respectfully submitted,  
Shawn M. Murphy, City Administrator

**City of Portage  
Finance/Administration Committee Meeting  
Monday, April 14, 2014, 6:00 p.m.  
City Municipal Building, 115 West Pleasant Street  
Conference Room One  
Minutes**

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

Excused: Jeff Garetson

Also Present: City Administrator Murphy, City Finance Director Mohr, Public Works Director Redelings, Gail Mack and Jerry Foellmi from General Engineering, Craig Sauer from Daily Register, Bill Welsh Cable TV

**1. Roll call**

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

**2. Approval of minutes from April 10, 2014**

Motion by Maass, second by Havlovic to approve the minutes from the April 10, 2014 meeting. Motion carried unanimously on call of roll.

**3. Discussion and Possible Recommendation on Consulting Proposals for Veteran's Memorial Field Master Plan & Facility Needs Study.**

Murphy indicated that we received six proposals; Bob Redelings, Dan Kremer, and himself interviewed four firms. Based on reviewing the score sheets the group feel that Dimension IV best meets the city's requirements. The committee reviewed Dimension IV's proposal. Murphy indicated that the study should be completed by late June early July; in time for the 2015 budgeting cycle.

Motion by Maass, second by Klapper to recommend proposal from Dimension IV for the Veteran's Memorial Field Master Plan & Facility Needs Study in the amount of \$33,300. Motion carried unanimously on call of roll.

**4. Discussion and Possible Recommendation on Bids for WWTP Biodigester Construction.**

Redelings reviewed the four bids received for the WWTP Biodigester Construction. He recommended the low bid from J.F. Ahern Co., including the Base Bid of \$822,500; Alternate Bid #1 to Deduct/Baughan Rotamix Digester Mixing System for -\$4,000; and Alternative Bid#2 to Add/Natural Gas Boiler for \$28,200 for a total of \$846,700.

Motion by Klapper, second by Maass to recommend the bid from J.F. Ahern for the WWTP Biodigester Construction in the amount of \$846,700. Motion carried unanimously on call of roll.

**5. Discussion and Possible Recommendation on Proposals for Design & Administration of Restroom/Concession Facilities at Goodyear Park & Lawton Field.**

Redelings indicated that the city received eight proposals several did not include costs for soil investigation and testing and were therefore disregarded. Redelings recommended the proposal from GEC due to their project understanding, including more examples of similar projects, and competitive fee.

Motion by Maass, second by Klapper to recommend the proposal from GEC for the Design & Administration of Restroom/Concession Facilities at Goodyear Park & Lawton Field in the amount of \$23,980. Motion carried unanimously on call of roll.

**6. Discussion and Possible Recommendation on Development Agreement for Hamilton Park Place.**

Murphy reviewed the Development Agreement between the City of Portage and Hamilton Park Place, LLC. It was highlighted that the Developer agrees to own and operate the property as a taxable property during the duration of the agreement; the City agrees to pursue the creation of a TID for the purpose of financing eligible public improvement costs in the area. It was also noted that if the TID is not approved by the Joint Review Board all costs associated with the creation will be paid by the Developer up to a maximum of \$12,000. Further details of the Agreement were reviewed.

Motion by Klapper, second by Dodd to recommend the Development Agreement for Hamilton Park Place as presented. Motion carried unanimously on call of roll.

**7. Discussion and Possible Recommendation for Resolution Authorizing Application to CDBG – PF Funds.**

Murphy indicated the need to approve the above Resolution to apply for a Public Facility Grant in order to upgrade the city hall elevator. The elevator does not comply with ADA and the city is no longer allowed to hold elections at city hall. The deadline for the grant application is June 2<sup>nd</sup>. The grant has a 50% match; the preliminary quote for the elevator came in at \$93K. Grants will be awarded in August – September 2014. The leave time for completing the elevator, order to installation, is 16 weeks. The shaft is large enough to house the increased size required for the elevator box which will also include moving the controls to a lower level and an audio option.

Motion by Maass, second by Klapper to recommend the Resolution Authorizing Application to CDBG – PF Funds for making the elevator in the Municipal Building ADA compliant. Motion carried unanimously on call of roll.

**8. Review and possible recommendation on Insurance Claim from Christi Bermejo.**

Murphy reviewed the Insurance Claim from Christi Bermejo indicating that our insurance company is denying it indicating that the blockage occurred in the lateral, which is the responsibility of the homeowner, and not the city's main line.

Motion by Maass, second by Havlovic to deny the insurance claim from Christi Bermejo based on the insurance company's recommendation. Motion carried unanimously on call of roll.

**9. Adjournment**

Motion by Klapper, second by Maass to adjourn the meeting at 6:54 pm. Motion carried unanimously on call of roll.

Presented by Jean Mohr, Finance Director

# CITY OF PORTAGE

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



*"Where the North Begins"*

## MEMO

**To:** Finance & Administration Committee  
**From:** Shawn Murphy, City Administrator  
**Re:** Recommendation on Proposals Received for Vets Memorial Field/Facility Needs Study  
**Date:** April 8, 2014

On March 5, 2014 we received 6 proposals in response to our RFP for Veterans Memorial Field Master Plan & Public Works/Parks & Recreation Building Needs Facility Plan.

<u>Firm</u>	<u>Cost</u>
Angus Young	\$26,000
Corre, Inc.	\$24,981
Dimension IV	\$33,300
General Engineering Co.	\$39,950
Rettler Corporation	\$54,710
SAA Design Group	\$39,398

Bob Redelings, Dan Kremer and I scored the proposals and selected 4 firms to interview on March 24, 2014: Angus Young, Dimension IV, General Engineering Co. and SAA Design Group. After reviewing our score sheets we recommend awarding the contract to Dimension IV. While all 6 firms had good qualifications and experience with related projects, we believe Dimension IV's proposal and presentation/interview addressed our requirements and needs the best.

The study has two components, the development of a Master Plan for Vets Memorial Field and an evaluation of our current public works/parks & recreation and water maintenance buildings with specific recommendations/deliverables as to location(s), timetable and priorities of improvements. While the consultant will work with and gain input from staff, users and the general public, the final report will be presented to Common Council. The total budget for this study was \$40,000, the plan is expected to be completed late June/early July.

**Cc:** M. Moe, City Clerk  
B. Redelings, City Engineer  
D. Kremer, Manager of Parks & Recreation



April 7, 2014

Robert Redelings, P.E.  
Director Of Public Works  
City Of Portage  
115 West Pleasant Street  
Portage, WI 53901

Re: City Of Portage, Wisconsin  
Wastewater Treatment Facility - Digester Mixing & Building Improvements  
Letter Of Recommendation  
McM. No. P0012-930555

Dear Robert:

On April 7, 2014, Bids were received at the City Of Portage for the above referenced project. A total of four Bids were received (Bid Tabulation enclosed).

Base Bids for the project ranged in price from \$822,500.00 to \$987,210.00. Alternate Bids were also received for the Vaughan Rotamix Digester Mixing System (Alternate Bid #1) and Natural Gas Boiler (Alternate Bid #2).

Based upon the Bids received, we recommend awarding Contract P0012-930555 to the low, responsive Bidder, J.F. Ahern Co., for the Base Bid and Alternate Bid #1 and Alternate Bid #2 (summarized below). No irregularities were noted in J.F. Ahern's Bid.

Base Bid .....	\$822,500.00
Alternate Bid #1 - Deduct / Vaughan Rotamix Digester Mixing System .....	- \$4,000.00
Alternate Bid #2 - Add / Natural Gas Boiler .....	+ \$28,200.00
<b>TOTAL .....</b>	<b>\$846,700.00</b>

Base Bid #2 includes a back-up natural gas boiler to be installed in the Sludge Load-out Room. It will provide back-up hot water heat to the upgraded heating and ventilation system in the Digester Building. The ventilation in the Digester Control Room has been increased for safety reasons, which will require additional heat in the winter months.



Page 2 | April 7, 2014

Robert Redelings, P.E.  
Director Of Public Works  
City Of Portage

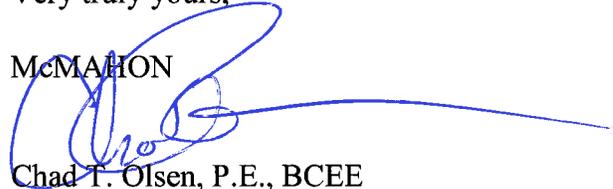
If you agree with our recommendation, please date and sign the enclosed Notices Of Award, and return all originals to our office for incorporation into the Contract Documents.

Award of Contract will be contingent upon Wisconsin Department Of Natural Resources (DNR) and Wisconsin Department of Safety & Professional Services approvals.

If you have any questions, feel free to contact me.

Very truly yours,

McMAHON

A handwritten signature in blue ink, appearing to read 'Chad T. Olsen', with a long horizontal flourish extending to the right.

Chad T. Olsen, P.E., BCEE  
Associate / Senior Project Manager

Enclosures: Bid Tabulation / Notice Of Award (3 Originals)

## BID TABULATION

Owner: **CITY OF PORTAGE**  
**Door County, Wisconsin**

Project Name: **Wastewater Treatment Facilities**  
**DIGESTER MIXING & BUILDING IMPROVEMENTS**

Contract No. P0012-930555

Bid Date / Time: April 7, 2014 @ 11:00 a.m., local time

Project Manager: Chad T. Olsen, P.E.

<b>Contract P0012-930555</b>	<b>J.F. AHERN CO.</b> 855 Morris Street P.O. Box 1316 Fond du Lac, WI 54935 (Bidder)	<b>STAAB CONSTRUCTION CORP.</b> 1800 Laemle Avenue P.O. Box 900 Marshfield, WI 54449-0900 (Bidder)
<b>BASE BID:</b>	<b>\$822,500.00</b>	<b>\$887,800.00</b>
<b>Alternate Bid #1 Vaughan Rotamix Digester Mixing System</b>	<i>Deduct From Base Bid:</i> <b>- \$4,000.00</b>	<i>Deduct From Base Bid:</i> <b>- \$2,000.00</b>
<b>Alternate Bid #2 Natural Gas Boiler</b>	<i>Add To Base Bid:</i> <b>+ \$28,200.00</b>	<i>Add To Base Bid:</i> <b>+ \$48,000.00</b>
Addendum Ack.	Yes - #1 & #2	Yes - #1 & #2
Bid Security	5% Bid Bond	5% Bid Bond

<b>Contract P0012-930555</b>	<b>AUGUST WINTERS &amp; SONS, INC.</b> 2323 North Roemer Road P.O. Box 1896 Appleton, WI 54912-1896 (Bidder)	<b>MIDWEST GENERAL &amp; MECH. CONTRACTORS, INC.</b> 765 Bowers Road P.O. Box 305 Highland, WI 53543 (Bidder)
<b>BASE BID:</b>	<b>\$940,000.00</b>	<b>\$987,210.00</b>
<b>Alternate Bid #1 Vaughan Rotamix Digester Mixing System</b>	<i>Deduct From Base Bid:</i> <b>- \$8,000.00</b>	<i>Deduct From Base Bid:</i> <b>- \$5,000.00</b>
<b>Alternate Bid #2 Natural Gas Boiler</b>	<i>Add To Base Bid:</i> <b>+ \$45,000.00</b>	<i>Add To Base Bid:</i> <b>+ \$31,487.00</b>
Addendum Ack.	Yes - #1 & #2	Yes - #1 & #2
Bid Security	5% Bid Bond	5% Bid Bond

**SECTION 00 51 00.00**

**NOTICE OF AWARD \***

Dated: \_\_\_\_\_

To: J.F. AHERN CO.  
855 Morris Street / P.O. Box 1316  
Fond du Lac, WI 54935 / 54936-1316

Contract No. P0012-920555

Project: Wastewater Treatment Facilities  
DIGESTER MIXING & BUILDING IMPROVEMENTS  
CITY OF PORTAGE  
Columbia County, Wisconsin

You are notified that your Bid, dated April 7, 2014, for the above Contract has been considered. You are the apparent successful Bidder and have been awarded a Contract for Wastewater Treatment Facilities - Digester Mixing & Building Improvements, City Of Portage, Columbia County, Wisconsin. The Contract Price of your Contract is as follows:

Base Bid.....	\$822,500.00
Alternate Bid #1 - Deduct / Vaughan Rotamix Digester Mixing System .....	- \$4,000.00
<u>Alternate Bid #2 - Add / Natural Gas Boiler.....</u>	<u>+ \$28,200.00</u>
TOTAL .....	\$846,700.00

**Eight Hundred Forty-Six Thousand Seven Hundred & no/100 Dollars  
(\$846,700.00)**

You must comply with the following conditions precedent within 15-days of the date of this Notice of Award, that is by \_\_\_\_\_.

1. You must deliver to the OWNER three (3) fully executed counterparts of the Agreement including all the contract documents.
2. You must deliver with the executed Agreement the Contract Security (bonds), as specified in the Instructions to Bidders, General Conditions (Paragraph 5.1) and Supplementary Conditions.
3. You must deliver insurance certification complying with the General Conditions and Supplemental Conditions of the Contract Documents.

Failure to comply with these conditions within the time specified will entitle OWNER to consider your Bid abandoned, to annul this Notice of Award and to declare your Bid Security forfeited.

*\* Continent upon Wisconsin Department Of Natural Resources (DNR) and Wisconsin Department of Safety & Professional Services approvals.*

**CITY OF PORTAGE  
Columbia County, Wisconsin**

\_\_\_\_\_  
(authorized signature)

\_\_\_\_\_  
(title)

Witness: \_\_\_\_\_

# 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  
Re: Architectural Services for 2 Park Shelter buildings  
Date: April 11, 2014

On April 10, 2014 we received 8 proposals in response to our RFP for design and construction related services for the Goodyear Park and Lawton Field Shelter buildings. The proposals are summarized as follows:

<b>Company/Location</b>	<b>Not to exceed Fee</b>	<b>Total Man hours</b>
Dimension IV, Madison, WI	\$17,800 *	103
GEC, Portage, WI	\$23,980	258
Kueny, Pleasant Prairie, WI	\$26,780 *	102
Angus-Young, Janesville, WI	\$27,620	199.5
Ramaker, Sauk City, WI	\$36,070 *	395
Kunkel, Beaver Dam, WI	\$39,950 *	-
Cameron Aslaksen, Reedsburg, WI	\$44,500	330
Cedar, Madison, WI	\$45,500	237
<b>FEE DOES NOT INCLUDE * Costs for Soil Investigations &amp; Testing</b>		

Because the project is well defined and is a basic design/construct project, interviews were not conducted. The average proposal fee and level of effort are \$31,750 and 232 man hours respectively, excluding Kunkel. Some Companies included the cost for geotechnical work, which was requested and some companies weren't responsive in this regard. All Companies are qualified to perform the services based on their submitted qualifications.

The project includes the demolition of the existing Lawton Field building. However, because the buildings location hasn't been finalized, the project doesn't include utility extensions at this time.

Based on GEC's responsive proposal, project understanding and competitive fee, I recommend the Park Shelter Project be awarded to GEC. Their proposal also included more examples of similar projects and included \$2,400 of soil investigation work.

CC:           Shawn Murphy, City Administrator  
              Marie Moe, City Clerk  
              Jean Mohr, City Treasurer  
              Dan Kremer, Manager of Parks & Recreation  
              Bill Tierney, Mayor

## DEVELOPMENT AGREEMENT

Ver. 4/10/2014-Final

This Development Agreement (the “Agreement”) is made and entered into, by and between the **CITY OF PORTAGE**, a Wisconsin municipal corporation located in Columbia County, with its offices at City Hall, 115 W. Pleasant Street, Portage, WI 53901 (the “City”) and **Hamilton Park Place, LLC**, a Wisconsin Domestic Limited Liability Company, Jeffrey L. Hazekamp, Registered Agent, with principal offices located at 555 S. River Street, Janesville, WI 53548 (the “Developer”).

### THE PARTIES RECITE THAT:

**WHEREAS**, the City is a municipal corporation organized and existing under and pursuant to Wis. State Statutes and Sec. 66.1105, Wis. State Statutes provide authority by which the City may exercise powers necessary and convenient to cause project plans to be development, to approve such plans, and to implement provisions and effectuate the purposes of such plans and finance public improvements associated with projects through the use of Tax Incremental Financing (TIF); and

**WHEREAS**, the Developer is a Wisconsin Domestic Limited Liability Company organized and existing in good standing under and pursuant Chapter 183 Wis. Stats., and exercising all of the powers provided for therein; and

**WHEREAS**, the Developer wishes to construct a Community Based Residential Facility (CBRF) consisting of 20 elderly, assisted living units (16 single + 4 double) with additional on-site compatible services and programs that will be available to off-site consumers, hereinafter referred to as “the Project”; and

**WHEREAS**, the Project, is proposed to be constructed on one (1) lot, 2.91 acres in size currently owned by Hamilton Park Place, LLC, located at Parcel No 11271-2464.04, hereinafter referred to as the “Property” currently zoned R-3; and

**WHEREAS**, the traffic, pedestrian and surface water drainage infrastructure adjacent to the Property are not currently designed to accommodate the proposed Project; the potential development opportunities on adjacent vacant parcels combined with the impact of the proposed Project will result in significant increased use and accelerated deterioration of public improvements; and

**WHEREAS**, the City acknowledges the lack of sufficient public improvements to accommodate the pedestrian, traffic and drainage impacts as a result of the Project, existing uses as well as future development uses require reconstruction of Hamilton Street to an urban cross section with curb, gutter, storm sewer and public sidewalks and E. Slifer Street with the possible installation of public sidewalk and storm sewer facilities (hereinafter referred to as “Public Improvements”); and

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the parties hereto covenant and agree as follows:

**1) DEVELOPMENT AND SUBMISSION OF PLANS:** The Project involves a Community Based Residential Facility (CBRF) consisting of 20 elderly, assisted living units, with an estimated value of Two Million Two Hundred Thousand Dollars (\$2,200,000.00). The Developer has prepared site plan, elevations, building design plans and other necessary materials for submission to the City for consideration by Plan Commission and Common Council via the normal review and approval process, including those materials required to obtain a Conditional Use Permit. The City agrees to review site plans, building plans, draft, review and/or revise agreements, easements, restrictions or other documents associated with the normal zoning and building plan review and approval process and take action on approval requests in an expedient manner. A Conditional Use Permit, Site Plan and Certified Survey Map were approved by Plan Commission on January 27, 2014. Pursuant to Section 10-305 of the Code of Ordinances the Common Council approved the installation of three (3) driveways on February 13, 2014. This constitutes the City's approval of the Project; copies of the approved site plan and building plans are made part of this Agreement and attached as Exhibit A.

**2) GENERAL COMMITMENTS OF DEVELOPER:** The Developer agrees that, subject to the terms of this Agreement, it shall:

- A. Obtain all necessary zoning approvals, obtain all necessary licenses and permits, and meet any and all requirements necessary for creation of the Development including, but not limited to, the City's requirements regarding architectural and site approval. The Development shall in all instances conform to and meet the requirements of applicable state and federal law and the ordinances of the City.
- B. Engage a qualified operator/manager and comply with any and all requirements necessary for the operation of the CBRF including any additional on-site programs and uses operated at the Development during the term of this Agreement.
- C. Subsequent to approvals noted in Section 1 of this Agreement, complete construction of the Project in order to achieve substantial completion no later than November 1, 2014 and obtain an Occupancy Permit no later than December 1, 2014.
- D. Own and/or operate the Project for the duration of the term of this Agreement as a taxable property in the City of Portage. The Developer shall not seek tax-exempt designation of the Property, nor shall allow the owner/operator of the Project to seek tax exempt designation for the duration of the term of this Agreement. If at any point during the term of this Agreement the Project attains tax-exempt status which results in the discontinuance of the City's ability to levy property taxes against the Property, this shall constitute a default of this Agreement by the Developer in which the City may cure as provided in Section 8 and/or 11 of the Agreement.

- E. Deposit and maintain a balance of no less than \$2,000 with the City for its use in the establishment of the Tax Incremental Finance District per Section 5 of this Agreement until November 30, 2014.
- F. Maintain the operation of the CBRF & Project in a responsible manner to insure the TID attains the minimum annual TID Revenue as shown in Column A of Exhibit C until all Total Annual Expenses (as shown in Column E, Exhibit C) are paid in full. It is acknowledged by both parties of this Agreement that upon execution of this agreement the amounts shown in Columns C, D & E of Exhibit C are estimates of debt service expense the City will incur as a direct result of estimates shown in Exhibit B. Accordingly, the annual amounts shown in Column A of Exhibit C will be the maximum annual obligation of the Developer The City shall be solely responsible for any actual total annual cost as listed in Column E of Exhibit C that exceeds the amount as listed in Column A of Exhibit C.
- G. In lieu of the green space/park land dedication requirement prescribed by the Section 70-10 of City Ordinances, the Developer shall make a cash contribution to the City's segregated park fund in the amount of \$0.00. This amount was determined on the basis that the approved Project shall have little or no impact on Parks and Recreation for the City.
- H. Cooperate with the City so as to facilitate the City's performance under this Agreement.

**3) GENERAL COMMITMENTS OF THE CITY:** The City agrees to that, subject to the terms of this Agreement, it shall:

- A. Pursue the creation of Tax Increment Finance District, to be known as Tax Incremental District No. 8, City of Portage, WI ("TID No. 8"), for the purpose of financing eligible public improvement costs as defined in Sec. 66.1105(2)(f) of the Wis. Statutes and enumerated in Exhibit E. Such eligible public improvement costs shall include design and construction costs for the public improvements on Hamilton Street as well as, staff and administrative (accounting, reporting and audit expenses), consulting, legal, publication costs associated with the establishment and operation of TID No. 8. The City shall seek to construct the Public Improvements and the timetable for their construction as detailed in Exhibit B of this Agreement. Any modification of the limits of the Public Improvements (Evergreen Street to corporate limits) shall constitute an amendment to this Agreement and require written approval pursuant to Section 25 of this Agreement. The City shall seek to establish TID No. 8 with a base value as assessed on January 1, 2014.
- B. Upon the creation of TID No. 8, the City shall pursue the design and preparation of plans and specifications for the construction of street improvements to Hamilton Street as described in Exhibit B of this Agreement. Such design and specifications shall be completed no later than December 15, 2014, and let for public bid no later than March 30, 2015 for construction and substantial completion of the Public Improvements listed in Exhibit B of this Agreement no later than October 30, 2015. It is acknowledged that at the time of execution of this Agreement that the Public Improvement Costs in Exhibit B are estimates and will be finalized upon the City letting a contract for said Public

Improvements. At such time an amended Exhibit B (and amended Exhibit C, if necessary) shall be prepared and made part of this Agreement as an amendment pursuant to Section 25.

C. Cooperate with the Developer to facilitate its performance under this Agreement.

**4) EXPECTED TIME TABLE:** At the time of execution of this Agreement the Developer has received zoning approvals as listed in Section 1 of this Agreement. The Project is proposed on the understanding that the City will commit to design and construction of the Public Improvements in order to address safety and site specific concerns. As both processes will commence simultaneously, this Agreement shall provide a timeline of benchmarks that both parties have agreed to comply with in order to insure the objectives of both parties to this Agreement are attained. The following timeline is a projected timeline contingent upon successfully completing benchmarks outlined below in the sequence provided. Should a benchmark not be attained in the timeframe shown below, the remaining benchmarks will be delayed until such time as the prior benchmark is attained. Accordingly, the following benchmarks are agreed upon:

April, 2014: Upon execution of this Agreement, the Developer is expected to obtain a building permit for the construction of the Project and commence same. The City shall seek to begin the formal process of compiling information, engaging consultants, seeking Plan Commission and Common Council approval to convene a Joint Review Board for the purpose of creating TID No. 8 no later than September 30, 2014.

May, 2014: City shall draft Project Plan for TID No. 8 and schedule 1<sup>st</sup> meeting of Joint Review Board (JRB).

July, 2014: City shall solicit proposals for consulting design services for Public Improvements.

September, 2014: TID No. 8 establishment shall be concluded no later than September 30, 2014.

October, 2014: Upon completion and approval of TID No. 8, City shall seek to engage consulting design engineer to develop plans and specifications of Public Improvements and approve funding for said design and construction of public improvements.

December, 2014: City is expected to complete and approve plans and specifications for the proposed Public Improvements for Hamilton Street. Developer is expected to obtain Occupancy Permit for CBRF.

January, 2015 – February, 2015: City is expected to publicly bid construction of Public Improvements.

March-April, 2015: City is expected to secure funding for public Improvements and award contract for construction of Public Improvements.

September, 2015: Completion and acceptance of Public Improvements by the City.

**5) REIMBURSEMENT OF COSTS.** It is recognized that the City shall incur out-of-pocket administrative (non-staff) costs as a result of retaining engineering, planning, financial and/or legal consultants for compiling and evaluating information and development of reports, mailings, and publications, for design, evaluation, approval and implementation of TID No. 8. Such costs shall be incurred and paid by the City if TID No. 8 is approved and established by September 30, 2014. Should TID No. 8 fail to achieve approval by the Joint Review Board, all costs associated with the creation and establishment of TID No. 8 shall be the responsibility of the Developer to a maximum of \$12,000.00.

Such costs shall include the costs of the City's consulting attorneys, financial advisors, planners and engineers, their sub-contractors and employees. The Developer understands that the legal and/or financial consultants retained by the City are acting exclusively on behalf of the City and not the Developer and that there is no attorney-client relationship or financial advisor-client relationship existing between the City's consultants and Developer. Furthermore, the City and Developer agree that the costs referenced in this Section of the Agreement do not include design or construction costs for the Project or Public Improvements.

**6) GUARANTEE OF PAYMENT.** At the time of the execution of this Agreement, the Developer shall initially deposit with the City Clerk the sum of \$2,000.00 for payment of costs as specified in Section 5. It is understood that any fees assessed by the State of Wisconsin for the establishment and recording of TID No. 8 after its approval by the Joint Review Board shall not be the responsibility of the Developer. The funds deposited by the Developer with the City shall not be used to pay any City or State of Wisconsin permit or license fees associated with construction, approval and operation of the Project and CBRF. Such deposit shall remain with the City until such time as final disposition of TID No. 8 is determined or no later than November 30, 2014.

If at any time said deposit becomes insufficient to pay expenses incurred by the City for the above costs, the Developer shall deposit required additional amounts within ~~ten (10)~~ **thirty (30)** business days of notification by the City Clerk. Until the required funds are received, no additional work or review will be performed by the City as to the development plan under consideration.

The City shall furnish the Developer with an itemized statement of all such costs incurred by it with respect to Section 5 of this Agreement. Any excess funds shall be remitted to Developer, and any costs in excess of such deposit shall be paid by the Developer. No interest shall be earned or paid on said deposit.

Within 30 days of approval and certification of TID No. 8, the Developer shall be reimbursed for any and all TID No. 8 eligible costs associated with the creation of the TID up to a maximum of \$12,000.00. It is further recognized that prior to the establishment of the TID, or in the event

such costs specified in Section 5 of this Agreement are not eligible for reimbursement from TID revenues, or the TID is not established, the Developer shall be solely responsible for payment of such costs up to a maximum of \$12,000.00. The Developer acknowledges that the City may withhold issuance of building and/or occupancy permit(s) for the Project if the Developer fails to fully reimburse City for such costs as listed in Section 5.

**7) REQUIRED GOVERNMENTAL APPROVALS.** The Developer acknowledges and understands that various City commitments and obligations as listed in this Agreement, including but not limited to creation of TID No. 8, borrowing or other funding necessary to finance the construction of Public Improvements require approval from the City's Common Council and/or Plan Commission, as well as from governmental bodies external to the City, some of which approvals may require public hearings and other legal proceedings as conditions precedent thereto. Accordingly, the City's obligations under this Agreement are conditioned upon obtaining all necessary approvals in the manner required by law. The Developer further acknowledges and understands that the City is prohibited by law from binding future actions of the Common Council and/or Plan Commission. Therefore, while it is understood that such approvals and actions cannot be guaranteed by the City, the City will use its best efforts to obtain such approvals, in the manner provided and to the extent allowed by law. The Developer further understands that the City's performance of any obligations hereunder may also be conditioned upon lawful approval of other governing bodies, to extent required by law and upon the Developer's full performance of its obligations under this Agreement. It is expressly understood by the Developer that the City's decision to enter in a Development Agreement with this Developer for this Project is a legislative decision to be made by the Portage Common Council based upon what it determines in its sole and absolute discretion to be in the best interest of the City.

**8) DEVELOPER GUARANTEE OF TID REVENUE:** In addition to the Developer's commitment as listed in Section 2 of this Agreement, the Developer agrees that, if any Tax Increment Finance District Revenue ("TID Revenue") collection as listed in Column A, Exhibit C of this Agreement is insufficient to fully pay for Total Annual Expenses as listed in Column E, Exhibit C of this Agreement, the Developer shall pay to the City in that year an amount that when added to the Column A actually paid and received by the City for that year equal to the amount shown in Column E, Exhibit C for that same year (Shortfall Payment). Such Shortfall payments due from the Developer to the City shall be paid no later than July 30 of the tax collection year in which they are obligated. Tax collection year shall mean the year following the year of the tax levy.

Beginning January 30, 2016 and by January 30 each subsequent year during the term of this Agreement, the Developer shall make an escrow deposit, or provide to the City surety in the form of an irrevocable letter of credit or surety bond, in an amount equal to 100% of the Total Annual Expense as listed in Column E of Exhibit C of this Agreement. The term of the letter of credit or surety bond shall be at least one year. Any letter(s) of credit shall be from a financial institution and in a form acceptable to the City.

To the extent that TID Revenues as listed in Column A, Exhibit C of this Agreement exceed the amounts as listed in Column E, Exhibit C of the same year, the City shall retain and accumulate these funds (Surplus Revenue) to offset any subsequent year in the amount that Column E exceeds Column A, Exhibit C of this Agreement. If, during the term of this Agreement, the amount of Surplus Revenue equals or exceeds the amount of the Total Annual Expense as listed in Column E, Exhibit C, the City shall notify the Developer that an escrow deposit or surety shall not be required the subsequent year. The City shall retain such Surplus Revenue during the term of the Agreement in lieu of the Developer escrow deposit or surety. Such notification to the Developer by the City shall occur no later than November 15 of the prior year.

Moreover, the City may waive the letter of credit requirement for one or more years in its sole discretion. The City shall provide notice of such waiver not later than November 15 in any given year and specify the term of the waiver. If Developer uses an escrow deposit, said escrow shall be held by Columbia County Title Company. Developer may at any time provide in lieu of the aforesaid escrow deposit a performance bond or irrevocable letter of credit as provided herein, at which time all escrowed funds shall be released to Developer.

**9) RESTRICTION ON SALE.** No part of the Property or Project may be sold, assigned, transferred or conveyed without the express written consent of the City. Upon completion of construction of the Project, sale, conveyance or transfer may be made; provided, however, that any sale, transfer or conveyance to a third party (except the City) for the purpose of development or resale during any period in which Shortfall Payments are owing to the City as provided in Section 8 hereof shall not be made unless either the Developer or the person or entity to whom such sale, transfer or conveyance is made expressly agrees in writing to annually pay the City in an amount equal to all Shortfall Payments which would have been paid by the Developer to the City hereunder, and to the other terms and provisions of this Agreement. The Developer shall remain liable for accrued Shortfall Payments regardless of any transfer or assumption of liability, until such payments are paid in full, except that upon furnishing a Letter of Credit with the same terms as described in Section 8 the City may give its written consent to such transfer of liability. This paragraph shall not apply to any mortgage given by the Developer for financing of the Project. This restriction shall terminate upon completion and fulfillment of all Developer obligations contained in this Agreement.

**10) INSURANCE.** The Developer shall during its ownership of the Project and the Property purchase at its sole cost and continuously maintain in effect insurance against such risks as are customarily insured against with respect to developments of like size and character, including but not limited to the following:

- A. Casualty insurance insuring the Development to its full replacement value against any loss or damage and such other risks as are included in standard All Risk Coverage Endorsements in the State of Wisconsin.

- B. Comprehensive general liability insurance in a minimum amount of one million dollars (\$1,000,000) per occurrence, with a combined aggregate of two million dollars (\$2,000,000).

**11) DEFAULT.** If any party to this Agreement is in default hereunder, the non-defaulting party shall be entitled to take any action allowed by applicable law by virtue of said default, provided that it first gives the defaulting party written notice of default describing the nature of the default; what action, if any, is deemed necessary to cure the same; and specifying a period of time not less than thirty (30) days in which the default may be cured by the defaulting party.

If Developer is in default by reason of failing to complete the construction of the Project, or by failing to make payments due the City hereunder, and fails to cure the same as provided herein, the City, without limiting its remedies under this Agreement, or under applicable law, may compel performance by the Developer by bringing an action for damages and/or specific performance.

If a default is not cured within the specified time and proceedings are initiated to cure an alleged default, the prevailing party in such proceedings shall be entitled to reimbursement from the other party plus reasonable attorneys and associated costs and disbursements incurred in such proceedings.

**12) ABSOLUTE OBLIGATION/INDEMNIFICATION.** Except as expressly stated herein, the obligations of the Developer under this Agreement shall be absolute and unconditional, and such obligations shall not be affected, modified or impaired, upon the happening from time to time of any event, including, without limitation, any of the following:

- A. The failure to give notice of default to the Developer under the terms of this Agreement;
- B. The purported assignment or mortgaging of all or any portion of the Project and Property;
- C. A waiver of the payment of performance of any of the obligations contained in this Agreement;
- D. The extension of time for payment of any amount under this Agreement;
- E. Voluntary or involuntary liquidation, dissolution, sale or other disposition of all or substantially all of the assets, receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, arrangement, composition with creditors or the adjustment of claims, or other similar proceedings, including but not limited to proceedings under Chapter 128 of the Wisconsin Statutes; or

During the term of this Agreement, the Developer, and its successors and assigns, shall indemnify, hold harmless and defend the City, its officials, officers, agents and employees from any and all liability, suits, actions, causes of action, claims, demands, losses, costs, damages and expenses of any kind whatsoever, including but not limited to liability, damages and expenses in connection with the loss of life, personal injury or damage to property, or any of them brought because of injury or damages received or sustained by any person, persons or property on account of or arising out of the construction or operation of the Development or occupancy of the real property described herein, to the extent caused by any act or omission of the Developer, its agents, employees, partners, tenants, contractors, subcontractors or invitees.

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

**14) ASSIGNMENT.** No party may assign its rights or obligations under this Agreement without the written consent of the other party. This paragraph shall not apply to any mortgage given by the Developer for financing of the Project.

**15) THIRD PARTIES.** Except as specifically set forth herein, nothing herein expressed or implied is intended or shall be construed to confer upon or give to any person or entity other than the parties hereto and their successors or assigns any rights or remedies under or by reason of this Agreement. No party to this Agreement shall be deemed to be the agent of the other, except as expressly stated herein.

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

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

**17) WARRANTIES OF DEVELOPER.** The Developer represents and warrants to the City as follows:

- A. That Developer is a limited liability company duly organized and existing under the laws of the State of Wisconsin and in good standing under the laws of the State of Wisconsin and in good standing under the laws of that State; and that all proceedings of the

Developer necessary to authorize the negotiation and execution of this Agreement and the consummation of the transaction contemplated by the Agreement have been taken in accordance with applicable law;

- B. That this Agreement and all other documents required to be executed and delivered by the Developer pursuant hereto, have been and will be duly and validly authorized , executed and delivered by the Developer, and will be enforceable against the Developer in accordance with their terms; and
- C. That the execution and delivery of this Agreement, the consummation of the transactions contemplated in this Agreement, and the execution and delivery of documents required to be executed, delivered or acknowledged by the Developer pursuant thereto, will not violate any provision of Developer’s Articles of Organization or Operating Agreement, or any contract, agreement, court order, or decree to which the Developer may be subject.
- D. That the Developer has the necessary experience and resources to complete the Project.

**18) NO WAIVER.** No waiver of any provision of this Agreement shall be deemed or constitute a waiver of any other provision, nor shall it be deemed or constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement. No waiver of any default under this Agreement shall be deemed a waiver of any subsequent default or defaults of the same type. The City's failure to exercise any right under this Agreement shall not constitute the approval of any wrongful act by the Developer or the acceptance of any Improvements.

**19) RECORDATION.** The City may, at its option, record a copy of this Agreement or Affidavit indicating the existence of this Agreement in the Register of Deeds Office, in which case the City is authorized to append the full legal description of the Property to the recorded document.

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

**To the Developer:** Hamilton Park Place, LLC  
Jeffrey L. Hazekamp, Registered Agent  
555 S. River Street  
Janesville, WI 53548

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

**21) PERSONAL JURISDICTION AND VENUE.** Personal jurisdiction and venue for any civil action commenced by either party to this Agreement whether arising out of or relating to the Agreement or letter of credit or other surety shall be deemed to be proper only if such action is commenced in Circuit Court for Columbia County, Wisconsin. The Developer expressly waives

his right to bring such action in or to remove such action to any other court whether state or federal.

**22) ENTIRE AGREEMENT.** This Agreement and other documents to be made and delivered pursuant hereto set forth the entire Agreement and understanding of the parties hereto in respect to the subject matter hereof, and supersedes all prior agreements, promises, covenants, arrangements, communications, representations or warranties, either oral or written, by any officer, agent, employee or representative of either party hereto.

**23) PARTIES BOUND.** This Agreement shall bind and inure to the benefit of the parties hereto, their heirs, personal and legal representatives, successors, and assigns.

**24) TERM OF AGREEMENT.** The term of this Agreement shall be the life of TID No. 8 plus two (2) years.

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

**26) PERSONAL GUARANTY.** Jeffrey L. Hazekamp, James R. Grothman and David M. Gunderson jointly and severally guarantee the complete and due payment of any Shortfall Payment owed by the Developer pursuant to Section 8 above. This guaranty shall terminate and be of no further force or effect at such time as all of the Developer's obligations pursuant to Section 8 have been satisfied or waived.

**27) EFFECTIVE DATE.** This Agreement shall be effective as of the date it is signed by the last party or officer of a party who signs it.



**Developer: Hamilton Park Place, LLC**

Dated: \_\_\_\_\_

BY: \_\_\_\_\_  
Jeffrey L. Hazekamp, Member

Dated: \_\_\_\_\_

BY: \_\_\_\_\_  
James R. Grothman, Member

Dated: \_\_\_\_\_

BY: \_\_\_\_\_  
David M. Gunderson, Member

Dated: \_\_\_\_\_

\_\_\_\_\_  
**Jeffrey L. Hazekamp** (for the limited purpose of the personal guaranty set forth in Section 26)

Dated: \_\_\_\_\_

\_\_\_\_\_  
**James R. Grothman** (for the limited purpose of the personal guaranty set forth in Section 26)

Dated: \_\_\_\_\_

\_\_\_\_\_  
**David M. Gunderson** (for the limited purpose of the personal guaranty set forth in Section 26)

STATE OF WISCONSIN )  
( ss.  
\_\_\_\_\_ COUNTY)

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2014, the above-named Jeffrey L. Hazekamp, to me known to be the person and officer who executed the foregoing instrument in his individual capacity and as a member of Hamilton Park Place, LLC, and the same as the properly authorized act of said company.

\_\_\_\_\_  
Notary Public, State of Wisconsin  
My Commission is permanent/expires \_\_\_\_\_



## EXHIBIT A

### **Project: Hamilton Park Place Community Based Residential Facility**

By way of reference the Site Layout Plan Revision Dated 1/3/2014 and building plans and specifications dated 1/3/2014 as prepared by Angus Young are made part of this Agreement.

**EXHIBIT B**

4/8/2014

**Estimated Public Improvement Project Costs**

## Hamilton Street (Evergreen to Corporate Limits)

	<b>Item</b>	<b>Quantity</b>	<b>Unit Cost</b>	<b>Est Cost</b>
1	Mobilization	1	LS	\$ 1,500
2	Traffic Control	1	LS	\$ 3,500
3	Erosion Control	1	LS	\$ 1,000
4	Storm Sewer 12" LF	200	\$ 28.00	\$ 5,600
5	Storm Sewer 24" LF	975	\$ 40.00	\$ 39,000
6	Storm Sewer 30" LF	975	\$ 50.00	\$ 48,750
7	Manhole (Storm)	8	\$ 2,500	\$ 20,000
8	Inlets	12	\$ 825.00	\$ 9,900
9	Curb & Gutter-LF	3,650	\$ 12.00	\$ 43,800
10	Multi Use Trail 8'	16,800	\$ 2.00	\$ 33,600
11	Saw Cut Pavement	1	LS	\$ 550
12	Unclass. Excavation	2,030	\$ 6.00	\$ 12,180
13	Base Course-ton	4,400	\$ 4.50	\$ 19,800
14	Asphalt Removal-SY	6,500	\$ 1.50	\$ 9,750
15	Asphalt Binder-Ton	770	\$ 60.00	\$ 46,200
16	Asphalt Surface-Ton	770	\$ 60.00	\$ 46,200
17	Adjust Manhole	6	\$ 350.00	\$ 2,100
18	Adjust Valve Box	13	\$ 250.00	\$ 3,250
19	Restoration/Land	1	LS	\$ 8,000
20	Sidewalk - 2664.02	1,506	\$ 4.00	\$ 6,024
21	Retaining Wall-SF	1,000	\$ 25.00	\$ 25,000
	Construction Cost			\$ 385,704
	Engineering-10%			\$ 38,570
	Contingency-10%			\$ 38,570
	<b>Total Hamilton St</b>			<b>\$ 462,845</b>

**Item 20 includes cost of public sidewalk on E. Slifer St. abutting Parcel 2664.02 only.**

**Remaining public sidewalk installations on E. Slifer Street and west side of Hamilton Street will be special assessed to benefitting properties.**

**EXHIBIT C**

4/8/2014

<b>Proposed TID #8 Proforma: Hamilton St Development</b>							
			<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
					2015 Trust	2015 Trust	<i>Total</i>
Revenue		Increment	TID	<i>TID Op</i>	Principal	Interest	<i>Annual</i>
Year	TID Value <sup>1,2</sup>	Value <sup>2</sup>	Revenue <sup>3</sup>	<i>Expense</i>	Payment	Payment	<i>Expenses</i>
2015	\$ 554,100	\$ -	\$ -				
2016	\$ 2,754,100	\$ 2,200,000	\$ 58,446	\$ 2,467	\$ 29,520	\$ 11,864	\$ 43,850
2017	\$ 2,854,100	\$ 2,300,000	\$ 58,446	\$ 2,467	\$ 40,583	\$ 14,595	\$ 57,645
2018	\$ 2,854,100	\$ 2,300,000	\$ 58,446	\$ 2,467	\$ 42,027	\$ 13,151	\$ 57,645
2019	\$ 2,854,100	\$ 2,300,000	\$ 58,446	\$ 2,467	\$ 43,522	\$ 11,657	\$ 57,645
2020	\$ 2,854,100	\$ 2,300,000	\$ 58,446	\$ 2,467	\$ 45,070	\$ 10,109	\$ 57,645
2021	\$ 2,854,100	\$ 2,300,000	\$ 58,446	\$ 2,467	\$ 46,673	\$ 8,506	\$ 57,645
2022	\$ 2,854,100	\$ 2,300,000	\$ 58,446	\$ 2,467	\$ 48,333	\$ 6,846	\$ 57,645
2023	\$ 2,854,100	\$ 2,300,000	\$ 58,446	\$ 2,467	\$ 50,052	\$ 5,127	\$ 57,645
2024	\$ 2,854,100	\$ 2,300,000	\$ 58,446	\$ 2,467	\$ 51,832	\$ 3,347	\$ 57,645
2025	\$ 2,854,100	\$ 2,300,000	\$ 58,446	\$ 2,467	\$ 53,675	\$ 1,503	\$ 57,645
2026	\$ 2,854,100	\$ 2,300,000	\$ 58,446	\$ 2,467	\$ 13,715	\$ 80	\$ 16,261
2027	\$ 2,854,100	\$ 2,300,000	\$ 58,446	\$ 2,467			\$ 2,467
2028	\$ 2,854,100	\$ 2,300,000	\$ 58,446				\$ -
2029	\$ 2,854,100	\$ 2,300,000	\$ 58,446				\$ -
2030	\$ 2,854,100	\$ 2,300,000	\$ 58,446				\$ -
2031	\$ 2,854,100	\$ 2,300,000	\$ 58,446				\$ -
2032	\$ 2,854,100	\$ 2,300,000	\$ 58,446				\$ -
2033	\$ 2,854,100	\$ 2,300,000	\$ 58,446				\$ -
2034	\$ 2,854,100	\$ 2,300,000	\$ 58,446				\$ -
2035	\$ 2,854,100	\$ 2,300,000	\$ 58,446				\$ -
2036	\$ 2,854,100	\$ 2,300,000	\$ 58,446				\$ -
2037	\$ 2,854,100	\$ 2,300,000	\$ 58,446				\$ -
2038	\$ 2,854,100	\$ 2,300,000	\$ 58,446				\$ -
2039	\$ 2,854,100	\$ 2,300,000	\$ 58,446				\$ -
2040	\$ 2,854,100	\$ 2,300,000	\$ 58,446				\$ -
2041	\$ 2,854,100	\$ 2,300,000	\$ 58,446				\$ -
			\$1,517,057	\$ 29,600	\$ 465,000	\$ 86,783	\$ 581,383
Endnotes					<b>Assumptions</b>		
1	Assumes 0% Inflation Factor				\$2,200,000	Est. Project Value 2015	
2	Does not include Personal Property Value				\$100,000	AddIn Project Value 2016	
3	Uses 2012 Tax Rate with 0% Annual Increase				No further expansions/Improvements		

## Preliminary TID Creation Timeline (Tax Increment District #8)

1. Compile Map of Proposed District Boundaries & Project Plan: **10 Days**.
2. Hold Public Hearing on Proposed Map & Project Plan (Class 2 Notice – one notice each week for 2 consecutive weeks with 2<sup>nd</sup> notice at least 7 days prior to hearing) & notice mailed to other tax jurisdictions and property owner(s) 15 day prior to hearing: **16 Days**.
3. Joint Review Board (JRB) holds 1<sup>st</sup> Meeting within 14 days after public hearing notice published but before public hearing. (Class I Notice published at least 5 days prior to JRB meeting: **Concurrent with #2**).
4. Council can act on creation resolution no sooner than 14 days after Public Hearing.
5. **August 28** is last day Council can adopt resolution to create TIF District therefore **September 16** is the last day a Public Hearing may be held on proposed boundary and project plan for it to become effective January 1 of that year.
6. JRB final action must be made within 30 days upon adoption of creation resolution.

Using 2014 Calendar for creation of TID #8 Effective 1/1/2014, the following dates are the **latest** this process can occur:

7/28/14 Notify Property Owner & taxing jurisdictions of Blight Determination & Hearing  
7/30/14 1<sup>st</sup> Class 2 Notice of Hearing  
8/6/14 2<sup>nd</sup> Class 2 Notice of Hearing  
8/8/14 Last Day for JRB Class 1 Notice – 1<sup>st</sup> Meeting  
8/13/14 1<sup>st</sup> JRB Meeting & Plan Commission Public Hearing (Initial creation resolution adoption)  
8/22/14 Last Day for JRB Class 1 Notice – 2<sup>nd</sup> Meeting (if held 9/2/14)  
8/28/14 Creation Resolution Adopted by Council  
9/2/14 Earliest Day JRB can take action on creation resolution.  
9/30/14 Last Day JRB can take action on creation resolution.

March 14, 2014

Dear City of Portage:

I recently submitted a receipt for \$528.80 for an emergency plumbing visit when the sewage froze. This happened on February 15, 2014.

On March 13, 2014, I had another emergency plumbing visit for the same issue. The sewage froze under the sidewalk and street. I am submitting an additional receipt for this visit in the amount of \$325.00.

Why is it that the individuals on my side of the street continue to have issues with this when neighbors across the street do not.

Again, there is no insurance coverage available for Category 3 water. And this issue is unrelated to my home or anything I have or have not done. The instructions received on February 15<sup>th</sup>, after I already had freezing has not changed the result.

I am a widow with limited income. Please help me in any fashion you are able. I've spent three weeks of income on home repairs unrelated to anything I've done.

Thank You

  
Christi M Bermejo



***Statewide Services, Inc.***

Claim Division

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

April 2, 2014

City of Portage  
115 West Pleasant Street  
Portage WI 53901

RE: Our Claim #: WM000112710081  
Date of Loss: 02/15/2014  
Claimant: CHRISTI BERMEJO  
[REDACTED]  
PORTAGE WI 53901

Dear Rebecca:

Statewide Services, Inc. administers the claims for the League of Wisconsin Municipalities Mutual Insurance, which provides the insurance coverage for the City of Portage. We are in receipt of the above-stated claim, in which the claimant alleges they sustained damages as a result of the cities negligence.

Our investigation has revealed that the City of Portage was not negligent or liable for this incident. The blockage that occurred was in the lateral and not the city's main line, which is the responsibility of the homeowner. Therefore, we recommend that the City of Portage disallow this claim pursuant to the Wisconsin Statute for disallowance of claim 893.80(1g). The disallowance of the claim in this manner will allow us to shorten the statute of limitations period to six months.

Please send your disallowance, on your letterhead, directly to the claimant at the above listed address. This should be sent certified or registered (restricted) mail and must be received by the claimant within 120 days after you received the claim. Please send me a copy of the letter for our file.

If the claimant files a lawsuit in this matter, Statewide Services will hire an attorney to defend you. Please send us a copy of the summons and complaint immediately and note the date when you were served. If you have any questions, please feel free to contact me.

Sincerely,

Joel Meixelsperger  
Casualty Claim Specialist  
Office: 608.828.5792  
Fax: 800.720.3512  
[jmeixelsperger@statewidesvcs.com](mailto:jmeixelsperger@statewidesvcs.com)  
CC: Baer Insurance

**ORDINANCE NO. 14-010**

**ORDINANCE RELATIVE TO ZONING TAX PARCELS 2490, 2492 AND 2512.29  
LOCATED EAST OF AIRPORT ROAD AND NORTH OF LATTON LANE AND  
WEST SLIFER STREET, CITY OF PORTAGE, COLUMBIA COUNTY, WISCONSIN**

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

The official zoning map as set forth in Section 90-123 is hereby amended as follows: tax parcels 2490, 2492 and 2512.29 located east of Airport Road and north of Latton Lane and West Slifer Street, City of Portage, Columbia County, Wisconsin

The above described parcel is hereby rezoned to R-5 Large-Scale Multi-Family Residential.

This Ordinance shall take effect upon passage and publication thereof.

Passed this \_\_\_\_\_ day of \_\_\_\_\_, 2014

\_\_\_\_\_  
W.F. "Bill" Tierney, Mayor

Attest:

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

First and second readings:

Third reading:

Passed:

Ordinance requested by:

Plan Commission

## ORDINANCE NO. 14-011

### ORDINANCE RELATIVE TO LICENSES

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

The following Section of Chapter 14; Article II Division 2. Licenses is hereby repealed and recreated to read as follows:

#### **Sec. 14-59. Restrictions on temporary fermented malt beverage or wine licenses.**

It shall be unlawful for any person or organization on a temporary basis to sell or offer to sell any alcohol beverage upon any city-owned property or privately owned property within the city, except through the issuance of a temporary Class "B" fermented malt beverage license or temporary "Class B" wine license issued by the common council in accordance with state statutes and as set forth in this section. A temporary Class "B" fermented malt beverage license or temporary Class "B" wine license authorizing the sale and consumption of beer and/or wine on city-owned property or privately owned property may be authorized by the common council provided the following requirements are met:

- (1) *Compliance with eligibility standards.* The organization shall fully comply with the requirements of this section.
- (2) *Posting of signs and licenses.* All organizations issued a temporary license shall post in a conspicuous location at the main point of sale with a sufficient number of signs stating that no fermented malt beverage shall be served to any underage person without proper identification.
- (3) *Fencing.* It shall be necessary to adequately control ingress and egress around the selling/distribution and consumption areas by means of a fence or other barrier (minimum 4' height). Additionally the organization shall continually station a licensed operator, security guard or other competent person at the entrance for the purpose of checking age identification. Where possible, there shall be only one point of ingress and egress.
- (4) *Underage persons prohibited.* No underage persons as defined by the state statutes shall be allowed to assist in the sale of fermented malt beverages or wine at any point of sale, nor shall they be allowed to loiter

or linger in the area of any point of sale. Point of sale is hereby defined as the place where money is collected or where fermented malt beverages or wine are dispensed or distributed.

- (5) *Licensed operators requirement.* A licensed operator shall be stationed at all points of sales at all times.
- (6) *Permitted sales.* Intoxicants will be sold outdoors only in cans or foam or plastic bottles or plastic cups. The sale of fermented malt beverages shall take place only at the main point of sale facility. There shall be no sale of fermented malt beverages from remote sites.
- (7) *Additional requirements.* In addition, requesting organizations shall comply with the following:
  - a. When the event sponsored by the requesting organization is to take place on city park property, the organization shall work with the city officials in locating, setting up and identifying the size of the fence area. Such information shall be made part of the temporary Class "B" permit application.
  - b. When the event sponsored by the requesting organization is to take place on city-owned property other than park property and/or privately owned property, the organization shall work with the police department in locating and setting up the fence area. The chief of police or his/her designee, shall work with the requesting organization in identifying the size of the fenced-in area and the exact location. Such information shall be made part of the temporary Class "B" permit application. For indoor events, the structure used must have suitable exits and open spaces to accommodate anticipated attendance. It shall contain adequate sanitary facilities to accommodate the size of the group.
- (8) *Waiver/Appeal.* The Chief of Police may waive or modify the requirements of this section due to the physical characteristics of the licensed site or the nature of the event for which the temporary fermented malt beverage or wine license is requested. Applicants may appeal determinations of the Chief of Police to the Common Council pursuant to Chap 68, Wis. Stats.

(9) *Insurance.* The applicant for a temporary fermented malt beverage or wine license may be required to indemnify, defend and hold the city and its employees and agents harmless against all claims, death of any person or any damage to property caused by or resulting from the activities for which the permit is granted. As evidence of the applicant's ability to perform the conditions of the license, the applicant shall be required to furnish a certificate of comprehensive general liability insurance with the city. The applicant may be required to furnish a performance bond prior to being granted the license.

Passed this \_\_\_\_\_ day of April, 2014.

\_\_\_\_\_  
W.F. "Bill Tierney", Mayor

Attest:

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

First and second readings: 04/10/14

Third reading:

Published:

Ordinance requested by:

Legislative and Regulatory Committee

## ORDINANCE NO. 14-012

### ORDINANCE RELATIVE TO PUBLIC SAFETY AND PEACE

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

The following Section is hereby repealed and recreated to read as follows:

#### **Sec. 46-37. Unreasonably loud and unnecessary noise prohibited.**

- (a) *Generally.* It shall be unlawful for any person to make, continue or cause to be made or continued any unreasonably loud and unnecessary noise.
- (b) *Types of loud and unnecessary noises.* The following acts are declared to be unreasonably loud, disturbing and unnecessary noises in violation of this section, but this enumeration shall not be deemed to be exclusive:
  - (1) *Horns, signaling devices.* It shall be a violation of this Section for any person to use a motor vehicle horn or warning device as prohibited under Section 347.38, Wis. Stats.
  - (2) *Radios, phonographs, boom box, similar devices.* The using, operating or permitting to be played, used or operated any radio receiving set, musical instrument, phonograph, boom box or other machine or device for the producing or reproducing of sound in an unreasonably loud and unnecessary manner. The operation of any set, instrument, phonograph, machine or device between the hours of 10:00 p.m. and 7:00 a.m. in a manner as to be plainly audible at the property line of the building, structure or vehicle in which it is located shall be evidence of a violation of this section.
  - (3) *Loudspeakers, amplifiers for advertising.* The using, operating or permitting to be played, used or operated of any radio receiving set, musical instrument, phonograph, loudspeaker, sound amplifier or other machine or device for the producing or reproducing of sound which is cast upon the public streets for the purpose of commercial advertising or attracting attention of the public to any building or structure.
  - (4) *Animals, birds.* The keeping of any animal or bird which causes frequent or long continued unreasonably loud and unnecessary noise.

- (5) *Operation of Tools, Equipment and Machinery for Construction Purposes.* The use or operation of any heavy construction or other heavy machinery, tools or equipment used for construction, including, but not limited to, pile drivers, bulldozers, pneumatic hammers, derricks, dump trucks, cement trucks, cement mixers, steam or electric hoists, or any other similar equipment between the hours of 9:00 p.m. and 7:00 a.m. Monday through Friday, except for those uses listed in subsection (7) of this Article.
- (6) *Operation of certain equipment.* Operation of motorized, non-commercial and other non-construction maintenance equipment, other than between the hours of 7:00 a.m. and 9:00 p.m.
- (7) *Exceptions.* The provisions of this section shall not apply to:
- a. Any vehicle of the city while engaged in necessary public business.
  - b. Excavations or repairs of streets or other public construction by or on behalf of the city, county, or state at night when public welfare and convenience renders it impossible to perform such work during the day.
  - c. Any public safety, emergency, public utility or public maintenance vehicle, equipment or tools used for the protection of life, property and/or emergency restoration of utility services and roadway accessibility.
  - d. Non-commercial snow blowers, chain saws or other similar equipment necessary to gain access to/from private property that was obstructed as a result of a weather event or natural act which prohibits access to/from private property.
  - e. The use of amplified music or loudspeakers by any person(s) or organizations that obtained a Special Event Permit pursuant to Section 66-321; provided that such use shall not occur after 11:59 p.m. on the day of the approved event.
- (8) *Appeals.* The common council may grant an exemption to individuals proving evidence of substantial hardship. Evidence that reasonable technological attempts have been made to correct the problem shall be considered grounds for granting an exemption to this article for existing industries.

(c) *Permits for amplifying devices.*

- (1) *Permit required.* The use of loudspeakers or amplifying devices on the streets, ~~or~~ in the parks, or on other public property of the city is prohibited unless the party desiring to use such loudspeaker or amplifying device first obtains a permit from the chief of police or obtains a Special Event Permit per Section 66-321. Permits are not required for radios and similar devices that are used in a manner that does not create unreasonably loud and unnecessary noise.
- (2) *Application.* This application form is available from the city clerk's office.
- (3) *Grounds or reasons for denial or allowance.* The chief of the police department shall have the authority to revoke such permit when he believes such loudspeaker or amplifying device is becoming a nuisance because of the volume, the method in which it is being used or the location in which it is being operated. The chief of police shall grant the permit if the application provides information showing that the proposed hours, method and volume of the loudspeakers or amplifying devices are appropriate for the location.
- (4) *Time restrictions.* The chief of the police department shall not grant a permit to use a loudspeaker or amplifying device before the hours of 9:00 a.m. or after 12:00 a.m. No permit shall be granted to anyone who, in the opinion of the chief of police, uses said loudspeaker or amplifying device in such a manner or for such a purpose as to constitute a nuisance because of the volume, the method in which it is being used or the location in which it is being operated.
- (5) *Appeals.* The common council may grant an exemption to individuals or organizations proving evidence of substantial hardship that would be created if the time restriction set forth in subsection (d)(4) of this section were placed in effect.

Passed this \_\_\_\_\_ day of April, 2014.

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W.F. "Bill Tierney", Mayor

Attest:

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Marie A. Moe, WCPC, MMC, City Clerk

First and second readings: 04/10/14

Third reading:

Published:

Ordinance requested by:

Legislative and Regulatory Committee

**RESOLUTION No 14-024**

**TERMINATING TIF DISTRICT NO. 3 AND AUTHORIZING  
CITY TREASURER TO DISTRIBUTE EXCESS INCREMENT TO  
OVERLYING TAXING DISTRICTS**

**WHEREAS**, the City of Portage passed a creation resolution (No. 4731) creating Tax Incremental District No. 3 on September 28, 1995, and adopted a project plan that year; and

**WHEREAS**, all TIF District No. 3 projects were completed in the prescribed allowed time; and

**WHEREAS**, sufficient increment and other revenues have been collected as of the 2012 tax roll, payable 2013, to cover TIF District No. 3 projects costs, and to escrow funds to cover the District's remaining outstanding debt;

**NOW BE IT HEREBY RESOLVED**, that the City of Portage Common Council does terminate TIF District No. 3; and

**BE IT FURTHER RESOLVED**, that the City Clerk shall notify the Wisconsin Department of Revenue, within 60 days of this resolution, or prior to the deadline of May 15, 2014, whichever comes first, that the District has been terminated; and

**BE IT FURTHER RESOLVED**, that the City Clerk shall sign the required Wisconsin Department of Revenue final accounting form agreeing on a date by the which the City of Portage shall send final audited information to the Wisconsin Department of Revenue; and

**BE IT FURTHER RESOLVED**, that the City Treasurer shall distribute any excess increment collected after providing for ongoing expenses of the District, to the affected taxing districts with proportionate shares to be determined by the final audit by the City's Auditors, Miller, Brussell, Ebben & Glaeske, LLC.

**DATED** this 24th day of April, 2014

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W.F. "Bill" Tierney, Mayor

Attest:

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Marie A. Moe, WCPC, MMC, City Clerk

## RESOLUTION NO. 14-025

### A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF PORTAGE, WISCONSIN AUTHORIZING THE SUBMISSION OF A COMMUNITY DEVELOPMENT BLOCK GRANT-PUBLIC FACILITIES (CDBG-PF) APPLICATION

WHEREAS, Federal monies are available under the Community Development Block Grant (CDBG) program, administered by the Wisconsin Department of Administration (DOA) Division of Housing (DOH) for the purpose of the provision or improvement of public facilities; and

WHEREAS, after public meeting and due consideration, the Finance and Administration Committee of the Common Council for the City of Portage has recommended that an application be submitted to the DOA for the following project:

Portage Municipal Building Elevator Replacement; and  
(CDBG-PF Proposed Project Title)

WHEREAS, it is necessary for the Common Council to approve the preparation and filing of an application for the City of Portage to receive funds from this program; and

WHEREAS, the Common Council has reviewed the need for the proposed project and the benefits to be gained there from;

NOW, THEREFORE, BE IT RESOLVED, that the Common Council for the City of Portage does hereby approve and authorize the preparation and filing of an application for the above-named project; and that the Mayor and/or City Clerk is hereby authorized to sign all necessary documents on behalf of the City of Portage; and that authority is hereby granted to the Finance and Administration Committee to take the necessary steps to prepare and file the application for funds under this program in accordance with this Resolution.

ADOPTED by the Common Council of the City of Portage at a regular meeting of said body held on the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
W.F. "Bill" Tierney, Mayor

Attest:

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Marie A. Moe, WCPC, MMC, City Clerk