

CITY OF PORTAGE

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



"Where the North Begins"

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that the Common Council of the City of Portage will conduct a public hearing to consider the discontinuance of that portion of Old Highway 33 lying North of State Highway 33 and that portion of Bronson Avenue lying North of State Highway 33 in the City of Portage, Columbia County, Wisconsin.

The public hearing will be held on the 22nd day of May, 2014 at 6:50 p.m. in the Common Council Chambers at the City Municipal Building, Portage, Wisconsin.

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

DATED this 17th day of April, 2014.

CITY OF PORTAGE

Marie A. Moe, WCPC, MMC, City Clerk

PUBLIC HEARING NOTICE

City of Portage, WI
115 W. Pleasant Street, Portage, WI 53901
May 22, 2014
6:55 P.M

The City of Portage will conduct a public hearing regarding its proposed application for Community Development Block Grant – Public Facilities Program (CDBG-PF) funds. The public is invited to attend to learn about the CDBG program, to help identify additional community development needs, and to comment on the activities proposed to be included in the CDBG application.

The agenda for the public hearing is:

1. Eligible CDBG activities & funding.
3. Presentation of identified community development needs.
4. Identification of any community development needs by public.
5. Presentation of activities proposed for CDBG application, including potential residential displacement.
6. Citizen input regarding proposed and other CDBG activities.

Residents of the City of Portage are encouraged to attend, especially residents with low to moderate incomes. The meeting room is handicapped accessible. Persons needing additional accommodations should contact Marie Moe, City Clerk at 608-742-2176, Ext 333.

Marie A. Moe, City Clerk

Published: May 8, 2014

**City of Portage Common Council Meeting
Council Chambers of City Municipal Building
115 West Pleasant Street, Portage, WI
Public Hearings – 6:50 p.m. and 6:55 p.m.
Regular Meeting – 7:00 p.m.
May 22, 2014
Agenda**

Public Hearing – 6:50 p.m.

Consider the discontinuance of that portion of Old Highway 33 lying North of State Highway 33 and that portion of Bronson Avenue lying North of State Highway 33 in the City of Portage, Columbia County, Wisconsin

Public Hearing – 6:55 p.m.

Regarding proposed application for Community Development Block Grant – Public Facilities Program (CDBG-PF) funds.

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Approval of Agenda
5. Minutes of Previous Meeting
6. Historic Preservation Commission's Annual Preservation Award Presentation
7. Police Department Life-Saving Awards Presentation
8. Consent Agenda
 - A. Reports of Sub-Committees, Boards, and Commissions
 1. Cable TV Commission, April 30, 2014
 2. AdHoc Canal Committee, May 5, 2014
 3. Library Board, May 13, 2014
 4. Park and Recreation Board, May 13, 2014
 - B. License Applications
 1. Operator
 2. Taxi Cab Operator
9. Committee Reports
 - A. Human Resources Committee, May 6, 2014
 - B. Finance/Administration Committee, May 8, 2014 and May 12, 2014

1. Consideration of recommendation for award of contract for recycling carts
 2. Consideration of recommendation for award of contract for two heavy duty v-box salt spreaders
 3. Consideration of recommendation for award of contract for 39,000# G.V.W. dump truck and snow plow
 4. Consideration of recommendation for contract amendment with McMahon Associates for the WWTP digester project
 5. Consideration of recommendation for submission of completed application for CDBG-PF funds for the elevator
 6. Consideration of recommendation for Investment Advisory Agreement
 7. Consideration of recommendation for Title VI Handbook for Transit
 8. Consideration of recommendation for Library Loan Repayment Agreement
 9. Consideration of recommendation for surplus property
- C. Legislative and Regulatory Committee, May 6, 2014
1. Consideration of recommendation on Class B Combination Alcohol and Fermented Malt Beverage License application for Dewitt's End LLC, 1101 DeWitt Street (Dewitt's End)
 2. Consideration of recommendation for change of agent for Kwik Trip No. 653, 1223 East Wisconsin Street to Michael J. McConville
10. Old Business
None
11. New Business
- A. Ordinances
 1. Ordinance No. 14-013 relative to Solid Waste
 - B. Resolutions
 1. Resolution No. 14-027 relative to Final Resolution Relative to Discontinuance a Portion of Old Highway 33 and a Portion of Bronson in the City of Portage, Columbia County, Wisconsin
 - C. Mayor's Comments
 1. Memorial Day
 2. American Legion Poppy sales
 3. Open Meeting Law
 - D. City Administrator's Report
 1. Update on Wastewater Treatment Plant Project
 2. Taxi Operations
12. Adjournment

Common Council Proceedings
City of Portage

Regular Meeting
Council Chambers
City Municipal Building

May 8, 2014
7:00 p.m.

1. Call to Order

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

2. Roll Call

Present: Ald. Dodd, Hamburg, Havlovic, Klapper, Lynn, Maass, Monfort, Oszman

Excused: Ald. Charles

Also Present: Mayor Tierney, City Clerk Moe, City Administrator Murphy, City Attorney Spankowski, Fire Chief Simonson, Police Chief Manthey

Media Present: Craig Sauer from Portage Daily Register

3. Pledge of Allegiance

The Pledge of Allegiance was said.

4. Approval of Agenda

Ald. Klapper request time to inform the council about events planned for Historic Preservation Month. Time will be given during the Mayor's Comments.

5. Minutes of Previous Meeting

Motion by Klapper, second by Oszman to approve the minutes of the April 24, 2014 Common Council meeting. Motion carried unanimously on call of roll.

6. Consent Agenda

Reports of Sub-Committees, Boards, and Commissions

Community Development Authority meeting of April 29, 2014

Committee of the Whole meeting of April 30, 2014

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

License Applications

Operator applications for Mary E. Gawronski, Catherine E. Osborn, and Sonja R. Peplinski.

Taxi Cab Operator application for Bridgette L. Locke.

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

7. Committee Reports

Plan Commission meeting of April 21, 2014

Municipal Services and Utilities Committee meeting of May 1, 2014

Human Resources meeting of May 6, 2014

Motion by Oszman, second by Dodd to approve the revised position description for Water Service Person. Motion carried unanimously on call of roll.

Motion by Oszman, second by Lynn to approve the appointment of Matt Asch to the Water Service Person position, effective May 12, 2014 at a wage rate of \$22.07 per hour. Motion carried unanimously on call of roll.

Motion by Oszman, second by Lynn to approve a 1.5% merit increase for the Engineering Technician pursuant to the memo from City Administrator Murphy, dated May 1, 2014. Motion carried unanimously on call of roll.

Finance/Administration Committee meeting of May 8, 2014

Motion by Dodd, second to Lynn to approve claims in the amount of \$729,436.79. Motion carried unanimously on call of roll.

8. Old Business

None.

9. New Business

Resolutions

Resolution No. 14-026 relative to Adopting a Citizen Participation Plan was read and adopted unanimously on motion by Dodd, second by Maass and call of roll.

Appointments

Motion by Oszman, second by Klapper to approve the appointment of Rick Dodd as the city member to Joint Review Board. Motion carried unanimously on call of roll.

Mayor's Comments

Canal Days will be held May 30th – June 1st with Downtown Portage Inc. championing the event.

Staff was commended for the emergency drill held last Saturday. Participants included the city's fire and police, fulltime and weekend National Guard staff, EMS, hospital, county, fire departments from Pardeeville, Poynette and Lodi, Salvation Army. Fire Chief Simonson felt it was a very good drill with lessons learned. Police Chief Manthey was pleased with all the organizations working together. City Administrator Murphy stated that the drill provided increasing awareness of services available.

Ald Klapper informed the council of events planned for Historic Preservation Month happening in May. The Historic Preservation Commission has produced a brochure, which had been distributed in the city outlining the events.

City Administrator's Report

Listening sessions have been taking place with Dimension IV for the Veteran's Memorial Field Master Plan and Facility Needs Study. A conceptual plan will be presented May 18th, with the plan being finalized in June.

10. Adjournment

Motion by Oszman, second by Dodd to adjourn. Motion carried unanimously on call of roll at 7:25 p.m.

Marie A. Moe, WCPC, MMC
City Clerk



HISTORIC PRESERVATION COMMISSION AWARD FORM

ADDRESS: St. John's Episcopal Parsonage, 203 W. Pleasant St.

ORIGINAL AND CURRENT OWNERS: St. John the Baptist Episcopal Church

DATE OF CONSTRUCTION: 1871

SIGNIFICANCE OF THE STRUCTURE: Church Hill Historic District contributing property

CRITERIA FOR SELECTION

HISTORICAL INTEGRITY: Italianate brick residence, constructed as parish house for the priest. Building front exists in almost original condition, featuring the original wide eaves, the 6/6 light windows, a canted bay with paneled frieze on one side of the building, and the original entry vestibule and door with overlight.

STRUCTURAL MAINTENANCE: Extensive repair of the brick undertaken in the mid-1990s has stabilized the exterior.

EXTERIOR COLORS: Structure built from cream brick produced by one of the Portage brick yards.

AWARDED ON THIS DATE: May 22, 2014

IN THE COUNCIL CHAMBERS OF PORTAGE CITY HALL *(PHOTO ATTACHED)*

SIGNED BY HPC MEMBER

St. John's Episcopal Parsonage



**City of Portage
Cable TV Commission Meeting
Wednesday, April 30, 6:00 p.m.
Municipal Building, Conference Room One
Minutes**

Present: William P. Welsh, Chairperson; Mary E. Hamburg, Gary Knebel, Richard Lynn, Michael Oszman, Jeremy Rusch

1. Roll Call

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

2. Approve minutes of previous meeting

Motion by Oszman, second by Rusch to approve the minutes as presented.
Motion carried unanimously on call of roll.

3. Election of Secretary

Oszman was nominated by Lynn, second by Knebel, no other nominations.
Motion carried unanimously on call of roll with Oszman abstaining.

4. Discussion and possible action on upgrades of camera and sound for Council Chambers

After a brief history of the equipment and the funding source, a motion was made by Oszman, second by Hamburg to accept the proposal from Fearings in the amount of \$81,354.07. Motion carried unanimously on call of roll.

5. Adjournment

Motion by Oszman, second by Rusch to adjourn. Motion carried unanimously on call of roll at 6:27 pm.

Minutes submitted by Michael Oszman, recording secretary

**City of Portage
Ad Hoc Canal Committee Meeting
Monday, May 5th, 2014, 5:00 p.m.
Municipal Building, Conference Room One**

Members present: Fred Galley, Chairperson, Ron Dorn, Marianne Hanson, Doug Klapper, Bob Redelings and Destine Udelhoven

Members excused: Chris Arnold, Jesse Spankowski (citizen member) and Mayor William Tierney ex-officio

Others present: Shawn Murphy, Karen Richardson (KJohnson Engineers), Craig Sauer and Bill Welsh

1. Roll Call

2. Remembrance for Kim Johnson

Galley expressed our sorrow for Kim's passing and expressed how much of an integral team member Kim has been since the project was initiated in 2002. Dorn echoed his sentiments. Ms. Richardson indicated the Canal project was one of Kim's favorite projects and Portage was one of her favorite clients.

3. Approval of minutes from 3/25/14 meeting.

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

4. Sediment and water sampling update

Galley said Mr. Inman wouldn't be attending but he spoke with him. The DNR is drafting a scope of services to effectively mitigate the canal issues and would like City representatives at the meeting. Galley and Redelings volunteered. Dorn and Klapper indicated they'd also participate if they didn't have a scheduling conflict.

5. Design Engineer Scoping Process

Ms. Richardson referred to the 5/1/14 draft 3-party design engineering services contract between the City, DOT and SEH.

In response to Galley's inquiry, Ms. Richardson will review whether the Section 4(f) Evaluation could be considered programmatic.

In response to Dorn's concern, Ms. Richardson will review whether the Section 404 Permits pertain to Segment 2 or to all 4 segments.

Under the RBFP Permits, Galley indicated that Waterway Management Funds were obtained for Segment 1.

It was suggested that 4 website updates were anticipated, but would be reviewed periodically.

Soil boring details were to be suggested by the consultant.

Under Key alternatives to investigate, place #1 as #4 to indicate it's lesser importance. Also, reword #2 to state "Illustrate historical integrity". Also, under #4i, "proposed" canal width is to be replaced with "reduced" canal width. Also, #7 should not include the Wisconsin St. watercraft access. It was also noted to add Hamilton Avenue and both sides of the Fort Winnebago Lock.

Under Structure Plans, replace "Point Park and the Top O'Levee trail" with "Point Park and the Tow Path Trail"

Under Plats, Redelings will identify the number of parcels on the south side of the canal. The Committee anticipates that the project can be built without temporary easements or fee takings, and would like to make the plat an "if authorized" work effort.

Under Meetings, it was suggested to have quarterly progress meetings up to eight and to have 2 meetings with the Common Council.

Under Services Provided by the Municipality or Department, item 1 – traffic projections is to be removed.

6. Transportation Alternative Program (TAP) update

Redelings indicated that the new TAP program replaced the TE funding program and the legislature has imposed funding deadlines that are in conflict with Agreements the City has in place. Ms. Richardson said that there was a meeting last week regarding these issues of which approximately 20 communities would be affected in the DOT southern district. Clarification on this matter will be expressed in a forthcoming letter – expected w/i the next 2 weeks.

7. Portage Canal Days

Galley announced that this year's event will run from May 30 thru June 1 and will include canoe rides.

8. Set Next Meeting Date

Redelings said SEH is available next Monday. However, due to a potential conflict with the Board of Review, the committee agreed that either Monday the 12th or Monday the 19th (both at 3:30 p.m.) should be considered.

9. Adjournment

Motion by Redelings, second by Klapper to adjourn. Motion passed unanimously on call of the roll at 6:44 pm.

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

Portage Public Library

253 W. Edgewater Street, Portage WI 53901

Phone: (608) 742-4959

E-Mail: porill@scls.lib.wi.us

Web Site: www.portagelibrary.us

LIBRARY BOARD MEETING Minutes

May 13, 2014

Meeting called to order 12:10

Present: Davis, Tamboli, Voigt, McLeish, Schoenborn, Vehring

Excused: Blohm, Gregory, Stevenson

- 1) Motion to approve April 8, 2014 regular meeting minutes. (EV/KV)
- 2) Financial Reports:
 - a) Motion to approve April 2014 Municipal funds claims and Library Restricted funds claims for payment as presented. (AT/EV)
- 3) Director's Report: Shannon Schultz
 - a) Our Integrated Library System software was upgraded April 15.
 - b) Frontier Communications will provide a fiber upgrade this summer at no cost to the Library. The bandwidth will be doubled.
 - c) Audit was completed on April 25.
 - d) As part of this summer's Library programs, all children under the age of 18 may receive free lunches at the Library from 11:30-1:00 pm Monday through Thursday from June 16 – August 15.
 - e) The Portage Library Foundation's 2nd Annual Golf Outing is scheduled for May 29.
 - f) The installation of the self-service stations, signage, keyless entry and the changes to the book drop will all be completed soon.
- 4) The Strategic Planning Subcommittee focus group toured the Library and individually ranked Library services.
- 5) Rich Davis is leaving the Board after 15 years of service as Board member and President. Our thanks to Rich for his dedication and proficient leadership.
- 6) Business:
 - a) Motion to recommend the County Board reappoint Chad Stevenson to the Library Board. (AT/EV)
 - b) Motion to approve the following slate of officers: Addie Tamboli – President, Ellie Voigt – vice-President, Chad Stevenson – Treasurer, Ellie McLeish – Secretary. (EV/KV)
 - c) Motion to approve the Library Loan Agreement with the City of Portage as presented. (AT/KV)
 - d) Motion to approve the Library Board members sponsor one hole at the Foundation's 2nd Annual Golf Outing. (RD/EV)
 - e) 2015 budget priorities were discussed.
- 7) Meeting adjourned 12:49. (AT/RD)

Richard Davis – President
Eleanor Voigt – Treasurer
Dr. Brenda Blohm
Nikki Schoenborn
Klay Vehring

Addie Tamboli – Vice President
Eleanor McLeish – Secretary
Dr. David Gregory
Chad Stevenson

**City of Portage
Park and Recreation Board Meeting
Tuesday, May 13, 2014, 6:30 p.m.
Municipal Building
Conference Room One**

1. Roll Call

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

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

Also Present: Manager, Dan Kremer, Leslie Hawkinson and Josh Brandsma,

2. Introduction of new and returning park board members and park and recreation staff

Manager, Kremer introduced himself, Hawkinson and returning Board Members to the new Park and Recreation Board Members Rita Maass and Mike Charles.

3. Approval of minutes of March 11th, 2014 meeting

Motion was made by Maass and seconded by Charles to approve the minutes from the March 11th, 2014 meeting. The motion Carried 5-0 on call of roll.

4. Discussion and possible action of installation of underground water line at Park and Rec office to Community Garden.

Manager Kremer presented visual description as to how the Community Garden wishes to install an underground water line from the Park and Rec office to the garden. The PVC pipe would be buried in a trench 4-6 inches deep on City property. All work will be done by the Community Garden workers, including covering up the trench and reseeding the ground. Motion by Charles to approve the Community Garden workers to bury the underground water line across City property to the Community Garden., 2nd by Messer. Motion carried 5-0 on call of roll.

5. Discussion and possible action on installation of "Welcome to Portage" sign at wayside on the east side entrance on Highway 33.

Manager Kremer presented photos of the wayside on highway 33 entrance on Portage's east side as a potential location for a Welcome to Portage Sign. The sign was removed when 33 was redone and has been painted and stored since. Kremer mentioned underneath the potential sign could serve as an area for banners. Alderperson Maass raised concerns that an ordinance may prevent banners from being displayed on a potential sign. Manager Kremer is to check on the possible

ordinance and to adjust the sign placement if needed. Motion to install the welcome sign on east side entrance of highway 33 by Charles and second by Kreckman. Motion carried 5 – 0 on a call of roll.

6. Discussion and possible action on purchase and installation of flag pole at the Little League complex.

Little League has requested the addition of a 25 foot flag pole to be added to their ball field area for ceremonial purposes during tournaments. Manager Kremer presented quotes from Fly Me Flags, Liberty Flags and CVS Flags. Fly Me Flags was the lowest quote for both the flag pole and installation @ \$1382. Kreckman asked if the department could do the cement work in house, discussion ensued about groundwater and the importance of having a professional for this type of install. Motion by Charles to proceed with the ordering and installation of the flag pole from Fly Me Flags, 2nd by Maass. Motion carried 5-0 on call of roll.

7. Discussion and possible action on installation of score boxes on the major and minor Little League fields.

Manager Kremer led the discussion on the changes the Little League wishes to make to their field area. Josh Brandsma added to the discussion of building 2 score boxes to code with Little League providing both the labor and the materials. Boxes should be complete by May 31st. A motion was made by Charles for Little League to proceed with purchase and installation of score boxes which abide by the City's building codes, 2nd by Maass. Motion carried 5-0 on call of roll.

8. Discussion and possible action on Robinson Family memorial bench at Pauquette Park.

Kremer gave a brief background on the changes he had made to the donate a bench program for the parks. Kremer presented that the Robinson Family had filled out a donation form and wished to locate a memorial bench along Pauquette Pond, they would donate \$1500 to the city . A motion was made by Maass to accept the Robinson donation and install the memorial bench as presented, 2nd by Kreckman. Motion carried 5-0 on call of roll.

9. Discussion and possible action on Portage Musky Club bench at Silver Lake Beach.

Kremer presented the location the Portage Musky Club wished to have their donated memorial bench installed near Silver Lake. The bench has already been ordered by the Musky Club and will be a composite based bench. The bench is an in ground mount and would be installed by the Park Maintenance Crew. No cement would be under this bench. Discussion followed that foot traffic may cause a worn path to the bench and maybe a dirt well. Staff will monitor the area to see if a path is needed following installation. A motion to install the Portage Musky Club bench as

presented was made by Kreckman and 2nd by Charles. Motion carried 5-0 on call of roll.

10. Discussion and possible action removal of Lincoln Park playground equipment.

A discussion to potentially remove the older set of Lincoln Park's playground ensued. Kremer presented a few safety hazards that are currently at this location and the costs to correct them. The board would like to see more information on replacing some of the unsafe features at next meeting. No Action.

11. Discussion on Budget and 1st Quarter Actuals

A presentation was made by Kremer to allow the board to become familiar with the Park and Recreation budget followed by discussion on various points and procedures.

12. Manager Kremer's Report

Kremer informed the board that online registration is now working. He also provided updates on the projects the department has going and the expected times. Kremer mentioned flag football had 138 participants and that the staff training has been scheduled for June 3rd for all summer staff.

13. Adjournment

Motion by Charles, second by Kreckman to adjourn. Motion carried 5-0 upon call of the roll. Meeting adjourned at 7:52 pm.

Respectfully submitted
Leslie Hawkinson
Park & Recreation Department

OPERATOR LICENSE APPLICATIONS - BY LAST NAME

Leavon S. Anderson

TAXI CAB LICENSE APPLICATIONS

Amanda M. Mire

City of Portage
Human Resources Committee Meeting
Tuesday, May 6, 2014, 6:00 p.m.
Municipal Building, Conference Room One
Minutes

Present: Bill Tierney, Chairperson, Rick Dodd, Rita Maass, Mike Oszman & Doug Klapper.

Absent/Excused: Marty Havlovik.

Also Present: City Administrator Shawn Murphy & Bill Walsh

1. Roll call

The meeting was called to order by Mayor Tierney at 6:00 pm.

2. Approval of minutes from previous meeting.

Motion by Dodd, second by Maass to approve minutes from the April 14, 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(s) on City Employee merit adjustment and promotion(s).

Motion by Oszman, second by Dodd to convene to Closed Session per Chap. 19.85(1)(c) to discuss and provide possible recommendation(s) on City Employee merit adjustment and promotion(s). Motion carried unanimously on call of roll at 6:03 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 6:24 pm.

5. Discussion and Possible Recommendation on Proposed revisions to Water Service Person Position Description. Murphy review the proposed revisions to the existing job description. Motion by Dodd, second by Oszman to recommend approval of proposed revisions to the Water Service Person Position Description as presented. Motion carried unanimously on call of roll.

6. Discussion and Possible Recommendation on Appointment to Water Service Person Position. Murphy presented a memo dated April 25, 2014, summarizing the recommendation of Matt Asch to the vacant position as of May 12, 2014. Motion by Oszman, second by Dodd to recommend the appointment of Matt Asch to the Water Service Person Position as presented in the memo. Motion carried unanimously on call of roll.

7. Discussion and Possible Recommendation on proposed merit adjustment.

Murphy presented a memo dated 5/1/2014 recommending a 1.5% merit increase to

Erin Salmon, effective 5/12/14. Motion by Dodd, second by Oszman to recommend a merit increase of 1.5% to Erin Salmon pursuant to the memo by Murphy. Motion carried unanimously on call of roll.

5. Adjournment

Motion by Oszman, second by Dodd to adjourn the meeting at 6:29 pm. Motion carried unanimously on call of roll.

Respectfully submitted,
Shawn M. Murphy, City Administrator

**City of Portage
Finance/Administration Committee Meeting
Monday, May 12, 2014, 6:15 p.m.
City Municipal Building, 115 West Pleasant Street
Conference Room One
Minutes**

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

Also Present: Finance Director Mohr, City Administrator Murphy, Director of Public Works Redelings, Mayor Tierney, Cable TV Bill Welsh, Daily Register Craig Sauer

1. Roll call

The meeting was called to order at 6:15pm by Chairperson Dodd.

2. Approval of minutes from May 8, 2014.

Motion by Klapper, second by Havlovic to approve the minutes from the May 8, 2014 meeting. Motion carried unanimously on call of roll.

3. Selection of Vice Chair.

Motion by Klapper, second by Lynn to select Martin Havlovic as Vice Chair. Motion carried unanimously on call of roll.

4. Discussion and Possible Recommendation on Bids for Recycling Carts.

Redelings reviewed the various Bids for the Recycling Carts recommending the low bid from Cascade for a total of \$161,660. Mohr pointed out that the carts are part of the 2014 Capital Plan and will be funded through a previous borrowing.

Motion by Klapper, second by Charles to recommend the bid from Cascade Manufacturing in the amount of \$161,660. Motion carried unanimously on call of roll.

5. Discussion and Possible Recommendation on Bids for Two Heavy Duty V-Box Salt Spreaders.

Redelings reviewed the Bids for the Heavy Duty V-Box Spreaders. He is recommending the Bid from Monroe for three main reasons: to keep the three salt spreaders interchangeable; they have a stainless steel gate jack; and they have a bolt on the tail section which facilitates replacement.

Motion by Charles to recommend the low bid from Madison Truck Equipment for \$37,712 second by Lynn. Withdraw of motion by Charles for the low bid from Madison Truck Equipment for 37,712; withdraw of second by Lynn. New motion by Charles to recommend the bid from Monroe Trucking for \$37,870 based on the above listed reasons, second by Lynn. Motion carried unanimously on call of roll.

6. Discussion and Possible Recommendation on Bids for Dump Truck and Snow Plow.

Redelings commented that six bids were received and the recommendation is for the low bid from Truck Country for \$59,085 (bid of \$58,180 plus \$925 option for larger tires); and the low bid from Monroe Truck Equipment for \$20,445 for installation of the snow

plow and dump box, for a total of \$79,530. There was discussion on the bidding process used.

Motion by Klapper, second by Charles to recommend the bid from Truck Country for the dump truck in the amount of \$59,085 and the bid from Monroe Truck Equipment for the snow plow in the amount of \$20,445. Motion carried unanimously on call of roll.

7. Review and Possible Recommendation on Proposed Amendment to Contract with McMahon Associates for the WWTP Digester Project.

Redelings reviewed the Proposed Amendment to Contract with McMahon Associates indicating this is for the engineering oversight for the construction phase of the project. Redelings indicated that the project requires specialized services for oversight; and that they are attempting to coordinate efforts with General Engineering to reduce fees. The total amendment is \$61,500.

Motion by Charles, second by Klapper to recommend the proposed amendment to the contract with McMahon Associates for the WWTP Digester Project as presented. Motion carried unanimously on call of roll.

8. Discussion and Possible Recommendation on Bids for Cable TV Upgrades.

Alderson Lynn questioned the bidding process that was used and recommended to take no action at this time and request the Cable TV Commission to rebid. Recommendation was approved unanimously on call of roll.

9. Discussion and Possible Recommendation on Completed Application to CDBG – PF Funds (elevator).

Murphy reviewed the completed application for the CDBG-PF Funds for the elevator. The Grant requires a 50% match which is estimated to be \$47,500. The city will be notified in September 2014 of the award and, if awarded, the work would be completed in 2015 if approved through the budget process.

Motion by Klapper, second by Lynn to recommend the completed application to CDBG – PF Funds. Motion carried unanimously on call of roll.

10. Discussion and Possible Recommendation on Ehlers Investment Advisory Agreement.

Mohr pointed out that in the past the agreement was to be renewed annually. This section is changed to remain in effect until terminated which under section 11 is 30 days by written notice by the client and 120 days written notice by the Advisor.

Motion by Charles, second by Lynn to recommend the Ehlers Investment Advisory Agreement as presented. Motion carried unanimously on call of roll.

11. Discussion and Possible Recommendation on Title VI Handbook for Transit.

Mohr indicated the Transit Program is requiring municipalities to update their Title VI Plan to meet Federal standards of the program. The plan requires that the Transit Program operates in a non-discriminatory manner; and there is a procedure for filing complaints.

Motion by Klapper, second by Charles to recommend the Title VI Handbook for Transit. Motion carried unanimously on call of roll.

12. Discussion and Possible Recommendation on Library Loan Repayment Agreement.

Murphy indicated that the Loan Agreement replaces the Line of Credit Agreement that was set up a year ago to assist through the building process. The Loan Agreement is for a period of 5 years with semi-annual payment of \$54,576.75 at 3.25% interest with no prepayment penalty.

Motion by Klapper, second by Charles to recommend the Library Loan Repayment Agreement as presented. Motion carried unanimously on call of roll.

13. Discussion and Possible Recommendation on proposed surplus assets.

Mohr reviewed the proposed surplus assets indicating they would be disposed of in the most beneficial method to the city.

Motion by Lynn, second by Klapper to recommend the proposed surplus assets. Motion carried unanimously on call of roll.

14. Discussion of 1st Qtr Review.

Mohr reviewed the General Fund revenue and expense categories. Highlighting that Municipal Court revenues are a head of budget through the first quarter; and the majority differences are due to timing.

15. Discussion of Project Administration and Reporting.

Murphy highlighted some of the current and upcoming activities including the storm sewer issues on Jefferson Street; the drainage issues in some of the alley projects; Splash Pad at Good Year Park has been tested and is scheduled to be opened May 24th with shade features currently being added; bids for the Visitor Center are to be opened later this week; and the Wastewater Treatment Plant project is ramping up.

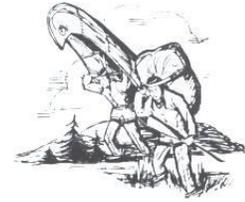
16. Adjournment.

Motion by Klapper, second by Charles to adjourn the meeting at 7:39 pm. Motion carried unanimously on call of roll.

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"

MEMORANDUM

To: Finance & Administration Committee
From: Bob Redelings, Public Works Director
Subject: Recycling Cart Bids
Date: May 8, 2014
CC: Shawn Murphy, City Administrator

Five bids were received on May 6, 2014 for 3,000-95 gallon and 200-65 gallon recycling carts. The bid tabulation is attached.

Cascade Engineering, the low bidder supplies carts to several Wisconsin communities including the City of Baraboo. Bob Koss, the Baraboo Street Superintendent indicated they've had a positive experience with Cascade. Greg Kaminski, the Columbia County Solid Waste Director said Cascade also supplies the carts to Waste Management and they have a quality cart.

The second low bidder, Rehrig Pacific was the supplier of the City's garbage carts. An advantage of having Rehrig Pacific supply the recycling carts would be that the City would only need to stock one type of cart in lieu of two different styles.

The estimated budget for the carts is \$155,000 which needs to be borrowed. Based on the proposals received and Cascade's positive references, the Public Works Department recommends purchasing the carts from Cascade Engineering.

It should be noted that the quantity of recycling carts is an estimate, based on the number of garbage carts the City has. To date, only 123 customers have requested 65 gallon carts and it will be necessary to stock a small quantity of each size cart.

Pending a more precise quantity, it's recommended that \$170,000 be borrowed to adequately cover program costs.

Attachment

DATE: Tuesday, May 6, 2014

TIME: 2:00 PM, CDST

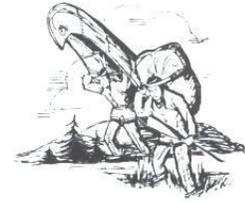
PLACE: Portage Municipal Building

RECYCLING CARTS/CONTAINERS TABULATION OF PROPOSALS

Supplier:				Cascade Engineering 4950 37th Street SE Grand Rapids, MI 49512		Rehrig Pacific Company 7800, 100th Street Pleasant Prairie, WI 53158		Poynette Iron Works 209 E. North St. Poynette, WI		IPL Inc. 140 Commercial St. St. Damien, Qc, Canada		R.N.O.W. 8636R W. National Avenue West Allis, WI 53227	
No.	Description	Qty.	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	95 gallon containers	3000	ea	\$47.22	\$141,660	\$49.58	\$148,740	\$51.90	\$155,700	\$56.78	\$170,340	\$59.76	\$179,280
2	65 gallon containers	200	ea	\$40.00	\$8,000	\$44.58	\$8,916	\$42.11	\$8,422	\$45.43	\$9,086	\$57.76	\$11,552
3	Additional Services: (Delivery, Assembly, Recordation, etc.)	3200	ea	\$3.75	\$12,000	\$5.00	\$16,000	\$6.07	\$19,424	\$3.95	\$12,640	\$3.75	\$12,000
	Total				\$161,660		\$173,656		\$183,546		\$192,066		\$202,832

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, Public Works Director
Subject: 2014 2 V-Box Salt Spreaders
Date: May 9, 2014
CC: Shawn Murphy, City Administrator

The Chief Mechanic and I reviewed the bids and determined that all 3 bidders' equipment met the minimum specifications. We are recommending the City procure the Salt Spreaders from Monroe Trucking for several reasons:

- The City's other Salt Spreader is from Monroe and the three Salters would be interchangeable.
- The Monroe Salter has a stainless steel gate jack which is an upgrade that Madison Truck doesn't provide.
- Monroe Trucking has a bolt on the tail section (which Madison Truck doesn't) which facilitates replacement if damaged.

There is \$40,000 budgeted for the equipment. We recommend award of the 2 Salters to Monroe Trucking in the amount of \$38,145 which includes \$275 for picking up the chassis (option#2).

Attachment

Bid Tabulation

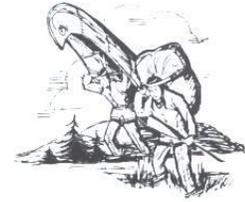
TWO (2) HEAVY DUTY V-BOX SALT SPREADERS

May 7, 2014, 1:30 CDST

<u>Bidder</u>	<u>City/State</u>	<u>Bid</u>
1. Madison Truck Equipment	Madison, WI	\$ 37,712.00
2. Monroe Trucking	Monroe, WI	\$ 37,870.00
3. Caspers Truck Equipment	Appleton, WI	\$ 39,102.00

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, Public Works Director
Subject: 2014 Dump Truck with Snow Plow
Date: May 9, 2014
CC: Shawn Murphy, City Administrator

Six bids were received on May 7, 2014 for the subject equipment. The bid tabulation is attached.

There is \$105,000 budgeted for the Dump Truck, new Snow Plow and dump box installation (only).

We recommend the truck and appurtenant equipment be awarded to the low bidders: Truck Country for the 2014 dump truck and Monroe Truck Equipment for the Snow Plow and dump box installation.

Truck Country's bid of \$59,085 includes trade-in value of \$20,000 and \$925 option for larger tires associated with the \$16,000 pound front axle rating.

Monroe Truck Equipment's bid of \$20,445 includes installation of a new snow plow and installation of the dump box from unit #5.

The total price is \$79,530 and includes the trade-in of unit #11 with Snow Plow and one salter box.

Attachment

DATE: Wednesday, May 7, 2014 TIME: 1:00 PM, CDST PLACE: Portage Municipal Building		TABULATION OF PROPOSALS Dump Truck and Snow Plow City of Portage, Wisconsin		
Supplier:		Truck Country Madison, WI	Lakeside International Madison, WI	Badger Truck Center Windsor, WI
		Delivery end of Aug	Delivery end of June	
No.	Description	Price	Price	Price
1	Dump Truck Chasis	\$78,160.00	\$82,850.00	\$87,214.00
2	Dump Box Installation	-	-	-
3	Snow Plow	-	-	-
4	Trade-In	\$20,000.00	\$18,000.00	\$20,000.00
	Net	\$58,160.00	\$64,850.00	\$67,214.00

DATE: Wednesday, May 7, 2014 TIME: 1:00 PM, CDST PLACE: Portage Municipal Building		TABULATION OF PROPOSALS Dump Truck and Snow Plow City of Portage, Columbia County, Wisconsin		
Supplier:		Monroe Truck Equip. Monroe, WI (180 days out)	Madison Truck Madison, WI (Ok time frame)	Caspers Truck Appleton, WI
No.	Description	Price	Price	Price
1	Dump Truck Chasis	-	-	-
2	Dump Box Installation	\$10,592.00	\$13,886.00	\$13,646.00
3	Snow Plow	\$9,853.00	\$10,300.00	\$11,422.00
4	Trade-In	-	-	-
	Total	\$20,445.00	\$24,186.00	\$25,068.00

AMENDMENT #1
Proposal Agreement
For Professional Engineering Services



1445 McMAHON DRIVE | P.O. BOX 1025
NEENAH, WI 54956 | 54957-1025
PH. 920.751.4200 | FX. 920.751.4284

Wastewater Digester Mixing Design & Bidding Services

Dated December 19, 2013
McM. No. P0012-930555

Between The

CITY OF PORTAGE

COLUMBIA COUNTY, WISCONSIN

And

McMAHON

NEENAH, WISCONSIN

This **Amendment #1** modifies the original Proposal Agreement, dated December 19, 2013 for the **Wastewater Digester Mixing - Design & Bidding Services**, for the City of Portage, Columbia County, Wisconsin (copy attached).

The City of Portage is seeking Construction Phase Services for the Wastewater Treatment Facilities - Digester Mixing & Building improvements project, which was Bid April 7, 2014 (McM. No. P0012-930555).

McMAHON will evaluate Teaming with General Engineering Company to provide some of the periodic Observation Services during construction. McMAHON will also Team with Fredericksen Engineering to provide Construction Phase Services on their HVAC design.

Construction Phase Services Amended Scope of Services:

Specifically, this Amendment #1 adds the following **Construction Phase Services Scope of Services** to the original Proposal Agreement, dated December 19, 2013:

Construction Phase Services:

- Prepare Construction Contracts to be executed between the City of Portage (Owner) and the selected Contractor.
- Conduct a Pre-Construction Conference at the Wastewater Treatment Facility site.
- Conduct monthly Construction Progress Meetings on-site.
- Review Shop Drawings.
- Review materials inspection and testing reports.
- Review Contractor's Request For Information (RFI's) and issue clarifications, as needed.
- Review Contractor's Applications For Payment, and provide recommendations to the City of Portage for payment to Contractor.

[Amendment #1](#)

Construction Phase Services: (continued)

- Review and assist the City of Portage with negotiating proposed Change Orders. Prepare and process Change Orders for approval by the Owner, Contractor and Engineer.
- Observe condition of coating on the underside of digester covers, and prepare Memorandum documenting findings.
- Coordinate and document start-up activities. Coordinate with the Owner staff, Contractor and Equipment Representatives.
- Review work to determine Substantial Completion.
- Prepare Punch Lists and verify satisfactory completion of Punch List items.
- Review Contractor’s Record Drawings, and prepare final project Record Drawings for the Owner.
- Review and assemble manufacturer’s Operation & Maintenance (O&M) Manuals.

Construction Observation Services

- Perform periodic site visits during construction to observe construction progress and general conformity to project Drawings and Specifications.

Amended Compensation

The additional Scope of Services, identified above, will be added to the original Scope of Services. The fee for the additional Scope of Services is as follows:

- Construction Phase Services.....\$38,500 Estimated Time & Expense
- Construction Observation Services.....\$23,000 Estimated Time & Expense

Fee is based on 24 periodic site visits to observe construction progress and general conformity to Drawings and Specifications.

ACCEPTANCE:

CITY OF PORTAGE
Columbia County, Wisconsin

McMAHON
Neenah, Wisconsin

By: _____
(Authorized Signature)

By: _____
Chad T. Olsen, P.E., BCEE

Title: _____

Title: Associate / Senior Project Manager

Date: _____

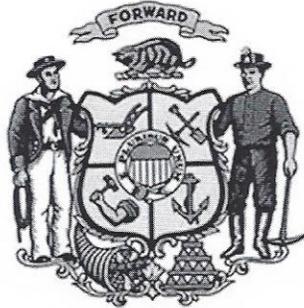
Date: _____

Attachment: Proposal Agreement For Professional Engineering Services | Dated December 19, 2013
I.D. Proposal \ M0032 \ 930001 \ Portage, WI (Digester Mixing) - Proposal Agreement Rv 2013-12-19

W:\WP\Agreement-Amendments\P0012\930555\Amendment#1 (WW Digester Mixing)-CTO.docx

Amendment #1

STATE OF WISCONSIN
Department of Administration



**COMMUNITY DEVELOPMENT BLOCK GRANT -
PUBLIC FACILITIES
(CDBG-PF)**

**2014 COMPETITIVE GRANT
APPLICATION**



WISCONSIN DEPARTMENT OF
ADMINISTRATION



WISCONSIN DEPARTMENT OF ADMINISTRATION
Division of Housing
housing.wi.gov

CDBG-PF PROGRAM CONTACT INFORMATION

Mailing Address: Wisconsin Division of Administration
Division of Housing – Bureau of Community Development
ATTN: 2014 CDBG-PF Applications
101 E. Wilson St., 9th Floor
P.O. Box #7970
Madison, WI 53707-7970

Telephone: Tom Clippert, Director Bureau of Community Development
(608) 261-7538

Email: DOACDBG@Wisconsin.gov

PLEASE NOTE:

2014 CDBG-Public Facilities Grant Application materials can be downloaded from the Bureau of Community Development section on the Division of Housing website at housing.wi.gov. Please **download the electronic document(s) prior to application submission** to ensure that you are referencing the most up-to-date version of the application as periodic revisions may have been made since this copy was printed.

Wisconsin Department of Administration
2014 Application
Community Development Block Grant - Public Facilities (CDBG-PF)

PART 1 – GRANT REQUEST		
Grant Request Amount: \$	Applicant's Local Match: \$	Total Project Cost: \$ 94,500
	Applicant's Non-Local Match: \$	
Project Title: Portage Municipal Building Elevator Rehabilitation		
Brief Project Description: Municipal building elevator was declared in violation of ADA requirements accessibility. Municipal Building is the only polling place in the City as well as the location for elderly meal site, and several community organization meetings. This project modifies the elevator shall to accommodate the replacement of the 40 year old elevator car with and ADA accessible one.		
If Project receives CDBG funding: Project Begin Date (MM/YY): 02 / 15 Project Completion Date (MM/YY): 06 / _2015_		
The Proposed Project Budget has been attached to this application: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
A Budget Match Waiver has been attached to this application: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		

PART 2 – APPLICANT INFORMATION		
APPLICANT (UGLG): City of Portage		Population: 10,289
Applicant Type: <input checked="" type="checkbox"/> City <input type="checkbox"/> Village <input type="checkbox"/> Town <input type="checkbox"/> County	County: Columbia	
Joint Application? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (If yes, list other unit[s] of government):		
Chief Elected Official (CEO): William Tierney		Title: Mayor
Clerk: Marie Moe		
Public Works Director: Bob Redelings, PE	Finance Director: Jean Mohr	
Official Municipal Street Address: 115 W. Pleasant Street		
City, Zip: Portage, 53901		DUNS #: 931273150
CEO Phone: (608) 742 – 2176	CEO Fax: (608) 742 – 8623	FEIN: 39-6005572
CEO E-Mail: bill.tierney@portagewi.gove		Clerk E-Mail: <u>marie.moe@portagewi.gov</u>
Chief Elected Official Signature:		Date:
Application Contact		
Name: Shawn Murphy, City Administrator		Agency/Company: City of Portage
Mailing Address: 115 W. Pleasant Street		
Phone: (608) 742 – _2176, Ext 324	Fax: (608) 742 – 8623	E-Mail: shawn.murphy@portagewi.gov

Previous CDBG Assistance

List All Previous CDBG-PF, CDBG-ED, CDBG-PLNG, CDBG-PFED, and CDBG-Housing Awards Received Since 2006:

Project:	Grant Agreement / Contract No:	Award Date:	Closeout Date:	Award Amount:
City Economic Development Plan	PLNG FY13/21078	December, 2011	June, 2013	\$25,000
City of Portage ED Implementation	PLNG FY 13-21603	September, 2011	April, 2013	\$25,000
City of Portage Housing Loan	H 11-12	June, 2012	June, 2014	\$500,000

Did any previous CDBG award(s) monies fund part or all of the Public Facilities project for which you are applying today?

Yes No

PART 3 – INITIAL ELIGIBILITY

Provide or acknowledge the following to demonstrate initial application eligibility:

Yes No

- X 1. Acknowledge that the applicant is a non-entitlement community that does not receive CDBG funds directly from the Department of Housing and Urban Development (HUD).
- X 2. Applicant's Citizen Participation Plan is attached.
- X 3. Documentation of the first public hearing notice published in the newspaper, verifying that the public was given a minimum of 2 weeks (14 days) advance notice of the public hearing, is attached.
- X 4. Public hearing meeting minutes & Citizen Participation Public Hearing Certification is attached.
- X 5. Public hearing sign-in sheet(s) is attached.
- X 6. Applicant's authorizing resolution is attached.
- X 7. Statement of Assurances is attached.
- X 8. Lobbying Certification is attached.
- X 9. Potential Fair Housing Actions are attached.
- X 10. Acknowledge that if the applicant's project is funded, the applicant will be required to complete an environmental review **before** the unit of general local government can receive grant funds.
- X 11. If this project is funded, I/we acknowledge that Professional Services for Grant Administration will be properly procured in compliance with Federal, State, and local requirements.

Briefly describe your process for procuring a grant administrator and explain how it complies with Federal, State, and local procurement requirements:

The City of Portage will not procure a grant administrator for this project.

Contact the Bureau of Community Development if any answer in this section is "No"

PART 4 – CDBG NATIONAL OBJECTIVE AND PROJECT BENEFICIARIES

Will the proposed project benefit the entire community?

Yes

No: How many individuals will benefit from the project? _____

Of those who will benefit, how many individuals meet the qualification of LMI? _____

1. Which CDBG National Objective does your proposed project meet? (Answer using the checkboxes below.)
2. What method was used to demonstrate National Objective compliance?

Benefit to Low- and Moderate-Income Persons

Area Benefit using Census Data (Attach Census Tract/Block Data Summary for area coinciding with project service area)

Area Benefit using Survey Data (Attach completed Survey Data Summary Form)

Limited Clientele - HUD presumed group: Elevator Replacement will be ADA Accessible primarily serving elderly and handicap individuals
(or if based on nature of project and location, provide justification below)

Prevention/Elimination of Slum and Blight

Area Basis (Attach completed Slum and Blight Certification Form)

Spot Basis (Attach completed Slum and Blight Certification Form)

Urgent Local Need (Provide justification below)

Briefly explain:

1. *How the project will meet the National Objective selected above, and*
2. *The method by which the project will qualify, and*
3. *The information and data available to document compliance.*

PART 5 – PROJECT NEED (0-90 Points)

On the following page, concisely describe the need for the proposed project.

Address:

- the current condition of the problem,
- the frequency that the problem occurs,
- the effect(s) of the problem if left untreated, **and**
- to what extent the proposed project will alleviate the problem.

Data or pertinent information that quantifies the need can be included in the narrative or as an attachment to this application. Limit your narrative to two (2) pages (pages 7 & 8 of this application) with not less than a 12-point font and ¾" margins.

***** Additional/supporting documentation may be attached, but it will NOT be scored. *****

PROJECT NEED NARRATIVE (0-90 Points) - Page 1 of 2

The Portage Municipal Building is the only polling place for each election. In November, 2013 the Governmental Accountability Board (GAB) conducted the annual accessibility survey and unexpectedly declared the 40-year old elevator car non-compliant with ADA accessibility requirements prohibiting the holding of elevations at this location (see letter from GAB dated 12/5/2013). Temporarily, the Library will serve as the polling place for the City. The Library is fully ADA accessible, however it is located in a less centralized location and the polling area is smaller than the Municipal Building. An ADA compliant elevator takes a minimum 13-weeks to manufacture with an additional 3-4 weeks for installation. Such an elevator will allow the municipal to serve as the polling place again from a centrally accessible location.

In addition to elections, the elevator provides the only handicap accessible means to both the basement and 2nd floor of the Municipal Building which contain a kitchen and community meeting room (basement) as well as Council and Committee meeting rooms (2nd Floor). The basement kitchen and community meeting room is a weekly location for the senior meals site for this area of Columbia County and used by 20-30 participants. Additionally, other community groups rent or use the basement community room for meetings and activities. Weekly Board, Commission, Committee and Council meetings are held in the 2nd floor Council chambers and committee meeting rooms which are also served by the elevator. All these meetings are open to the general public and the elevators are frequently utilized by the elderly, disabled and handicapped.

The notification from the GAB, dated 12/5/2013, arrived after the adoption of the 2014 budget, which occurred on November 28, 2013. Additionally, the City is not contemplating an additional capital projects debt issue until May or June, 2015. The elevator was not included in the 2014 budget and was not included in the last debt issuance for capital projects which occurred in 2012. A preliminary replacement quotation from the elevator service company estimated a total replacement cost of \$88,000 plus some additional electrical and building restoration to the masonry walls.

Empty text area for project need narrative.

PART 6 – COMMUNITY DISTRESS (0-60 Points)	
Median Household Income (0-30 Points): (source of data: <u>2012 US Census Bureau American Community Survey</u>) (date that source data was published: <u>2012</u>)	\$ 48,417
Per Capita Property Value (0-15 Points): (source of data: <u>Wis. Dept of Revenue</u>) (date that source data was published: <u>2012</u>)	\$ 51,737
Local Property Tax Rate (0-15 Points): (source of data: <u>Wis. Dept of Revenue</u>) (date that source data was published: <u>2012</u>)	\$.02624

PART 7 – FINANCIAL NEED (0-30 Points)	
Amount of Local Matching Funds Committed to Project: (This is the amount of Applicant Funds on the Proposed Project Budget Page) (Attach the completed Proposed Project Budget to the application)	\$ 47,250
If the Local Matching Funds amount is less than 10% of the Total Project Cost, has a waiver request from the UGLG CEO been attached to the application?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Funding Source for Local Funds Committed to Project: <input checked="" type="checkbox"/> General Obligation (G.O.) Debt <input type="checkbox"/> Revenue Bonds <input type="checkbox"/> Other (briefly explain): _____	
If G.O. Debt is Funding Source:	
G.O. Debt Capacity For 2014:	\$ 26,743,666
Used G.O. Debt (to date):	\$ 13,265,000
Anticipated used G.O. Debt For 2015 without CDBG Assistance:	16,650,000
Anticipated used G.O. Debt For 2015 with CDBG Assistance:	16,555,000
Future (within the next three years) G.O. Debt Obligations (Attach Resolution or Capital Improvement Plan to the application)	\$ 4,500,000
For Water and Sewer Projects: (Attach most recent municipal Enterprise Statements to the application)	
Annual <u>water</u> charge calculated for a household using 70,000 gallons of water:	\$
Projected increase in the water charge with grant assistance:	___% \$
Projected increase in the water charge without grant assistance:	___% \$
Annual <u>sewer</u> charge calculated for a household using 70,000 gallons of water:	\$
Projected increase in the sewer charge with grant assistance:	___% \$
Projected increase in the sewer charge without grant assistance:	___% \$

PART 8 – PLANNING AND COLLABORATION (0 - 20 Points)

Does the Applicant have an adopted Comprehensive Plan, Community Redevelopment Plan, or other long-range plan? (0-10 Points)

Yes:

Date the Plan was adopted or most recently revised: _____

Briefly explain, within the space provided, how this project is consistent with the goals and objectives of the Plan and attach a copy of the applicable sections of the Plan.

Under the Utilities and Community Facilities Chapter of the Comprehensive Plan Goal U1 states, "Provide efficient and accessible facilities to meet the needs for activities, recreation and services for the elderly, youth and the community." Also Goal U6 states, "Provide a full range of community services and infrastructure that meets the needs of City Residents." The Portage Municipal Building is used by the entire community for elections, elderly meal sites, community & public meetings, civic group activities, Girl Scouts, and other community groups. Ensuring handicap accessibility is necessary for full enjoyment by the community.

No

Will the proposed project occur in conjunction with other planned public improvement or construction project? (0-10 Points)

Yes:

Briefly explain, within the space provided, how this project fits within or supports another planned public improvement project. Include efficiencies, cost savings, and desirable effects that will be realized by completing these projects simultaneously.

No

PART 9 – COMMITMENT OF MATCHING FUNDS (0 - 50 Points)

APPLICANT: City of Portage, WI

DATE: May 22, 2014

Attach documentation of financial commitments and information to demonstrate the validity and reasonableness of budgeted costs.

Activity	CDBG Funds	Source of Matching Funds			Total
		Applicant	Other Public Funds	Private Funds	
Acquisition - Land					
Acquisition - Building					
Building Improvements	47,250	47,250			
Center/Facility Construction					
Clearance - Site					
Curb and Gutter					
Electrical System Improvements					
Environmental Remediation					
Equipment					
Fire Station					
Relocation					
Sanitary Sewer					
Storm Sewer					
Streets/Sidewalks					
Wastewater Treatment Facility					
Water					
Furnishings & Fixtures (match only)					
Engineering (match only)					
Administration					
Sub-Total(s):	47,250	47,250			

In addition to Applicant Match Funds, summarize the other Public and Private sources of project funding:

Source: _____ Amount: \$ _____ Status: Pending Committed Yes No Signed Commitment Documents Included?

Source: _____ Amount: \$ _____ Status: Pending Committed Yes No

Source: _____ Amount: \$ _____ Status: Pending Committed Yes No

Source: _____ Amount: \$ _____ Status: Pending Committed Yes No

ATTACHMENTS & SUPPORTING DOCUMENTATION

Documents	Has the attachment or supporting documentation been Included with this Application submission?
1. Authorizing Resolution (for Application Submission)	X Yes <input type="checkbox"/> No
2. Citizen Participation Plan (CPP)	X Yes <input type="checkbox"/> No
3. Adopting Resolution of the Citizen Participation Plan	X Yes <input type="checkbox"/> No
4. A copy of the Citizen Participation Public Hearing Notice (<i>proof of minimum 14-day advance notice</i>)	X Yes <input type="checkbox"/> No
5. Citizen Participation Public Hearing Certification Form	X Yes <input type="checkbox"/> No
6. A copy of the Fair Housing Ordinance	X Yes <input type="checkbox"/> No
7. Adopting Resolution of the Fair Housing Ordinance	X Yes <input type="checkbox"/> No
8. Statement of Assurances	X Yes <input type="checkbox"/> No
9. A copy of the Relocation Plan/Anti-Displacement Policy	X Yes <input type="checkbox"/> No
10. Acquisition/Relocation/Demolition Questionnaire	X Yes <input type="checkbox"/> No
11. Lobbying Certification	X Yes <input type="checkbox"/> No
12. A copy of the Non-Violent Demonstration Policy	X Yes <input type="checkbox"/> No
13. A copy of the Excessive Use of Force Policy	X Yes <input type="checkbox"/> No
14. Fair Housing Actions (<i>specifying the two actions that the local community will undertake</i>)	X Yes <input type="checkbox"/> No
15. Proof of the Local Match Commitments (<i>i.e. copies of the signed award letters, signed loan paperwork, resolutions committing funds, and bank account statements</i>)	X Yes <input type="checkbox"/> No



Managing Investments for your Community's Future

INVESTMENT ADVISORY AGREEMENT

**City of Portage, WI
115 West Pleasant Street
Portage, WI 53901**

The City of Portage, WI ("Client") hereby employs **Ehlers Investment Partners, LLC (f/k/a BBE Community Investment Partners, LLC)** ("Adviser"), a subsidiary of Ehlers Companies as investment adviser for the investment account described below on the following terms and conditions:

1. **Appointment of Adviser.** Client hereby retains Adviser as an investment adviser to provide services in accordance with the terms and conditions set forth in this Agreement, and Adviser agrees to perform the services as specified in the Agreement. This Agreement shall remain until it is terminated in writing by either party in accordance with the terms of this Agreement or it is replaced by a new agreement, whichever comes first.
2. **Services.** Adviser agrees to assist Client in establishing an investment account comprised of investments defined as permissible investments under **Wisconsin** statutes and Client's Investment Policy. If Client does not have an Investment Policy prior to the execution of this Agreement, Adviser will assist Client in preparing one. After the account is opened, the Adviser representative assigned to the account shall regularly monitor the account and make investment strategy recommendations based on the specific needs and investment goals of Client, in accordance with the Client's Investment Policy. This shall generally include:
 - Assisting Client in establishing investment objectives, consistent with Client's risk tolerance, financial needs and goals, and the Client's Investment Policy.
 - Assisting Client in establishing asset allocation mix based on Client's financial position, cash flow, risk preference, time horizon, and the attached Investment Policy.
 - Setting up a Client safekeeping account ("Account"), as defined below, with a qualified bank, brokerage firm or other financial institution ("Custodian").
 - Transfer of assets to and from Custodian Account, as directed by Client, for safekeeping.
 - Implementation of trades and account management, subject to the limitations described in paragraph 4.
 - As requested by Client, Adviser will prepare periodic performance reports on the Account.
 - Schedule review meetings as needed to update Client's ongoing financial planning and investment progress.
 - Adviser may contract with a third – party, at the direction of Client, to provide money market mutual funds, certificates of deposit (collateralized or uncollateralized) and other securities, as applicable.
 - Adviser may, with direction from Client, prepare a cash flow forecast to aid in determining funds available for investment.

- 3. Nature of the Relationship.** Adviser is a Registered Investment Adviser (“RIA”) with the Securities and Exchange Commission (“SEC”) and Financial Industry Regulatory Authority (“FINRA”). Adviser is regulated by and required to follow rules set forth by the SEC and FINRA. Accordingly, this Agreement sets forth the terms of the relationship between Adviser and Client. It also identifies and imposes certain rights and obligations on both parties.

Adviser is a fiduciary which requires a duty of loyalty to Client by Adviser. Such duty requires the Adviser to disclose any conflicts of interest that might impair Adviser’s ability to satisfy the duty of loyalty to Client. Adviser is not aware of any conflicts of interest at this time.

In the event any potential conflicts arise, Adviser agrees to promptly disclose them. Client agrees that it will carefully consider any such conflicts, will seek independent advice if it determines it is appropriate, and will, in a writing executed by an official of Client with authority to bind Client by contract, specifically acknowledge the conflict(s) and authorize Adviser to proceed if Client deems it appropriate and the conflict is manageable.

Adviser also has a proposed duty to exercise due care in providing any Services. To do that, Adviser will require certain information from Client. Client agrees that it will make information that is in its control available to Adviser and will authorize where necessary third parties to provide information without cost to Adviser.

Client will also be informed whether an affiliate Company of Adviser will provide advice, service or a product related to the Agreement. Adviser hereby informs client that Ehlers Companies solely owns Adviser and two other subsidiaries, Bond Trust Service Corporation providing paying agent services as well as Ehlers, a registered municipal Adviser providing financial Advisory services to municipalities. It is not anticipated that either affiliate will be used for this Agreement. If either were needed, Client will be asked to determine whether or not they wish to retain either of these affiliates to provide service. If either were to be retained, they would be retained under a separate agreement. Adviser, Bond Trust Service Corporation or Ehlers do not share fees.

- 4. Authority.** Adviser shall direct, with Client's oral or written approval, the investment and reinvestment of the assets in the Account in securities and cash or cash equivalents. Client understands that neither Adviser nor its representatives shall exercise any discretionary authority with respect to the Account or transactions. Client may at any time deposit additional funds and/or securities with Custodian so as to increase the Account of Client. Client may also withdraw funds and/or securities from the Account by giving notice to Adviser and/or Custodian.

5. **Definition of Account and Custody of Account Assets.** The Account shall consist of securities and cash or cash equivalents and other assets of the Client which are;
- Held in a separately designated management account by Custodian at the effective date of this Agreement, and any proceeds there from or additions thereto, and less any losses thereon or withdrawals there from.
 - Any other securities, cash, cash equivalents or other assets so designated by Client as belonging to the Account.

Adviser shall not act as custodian for the Account or any portion thereof. All transactions shall be consummated by payment to, or delivery by, Custodian or Client of all cash, securities and other assets due to or from the Account. Custodian or Client, and not Adviser, shall be responsible for investing any daily cash balances in the account. Adviser shall notify Custodian and Client in writing as to those persons authorized to act on behalf of Adviser and may issue such instructions to Custodian and Client as may be appropriate in connection with the settlement of the transactions initiated by Adviser pursuant to paragraphs 2 and 4 of this Agreement.

6. **Information and Responsibilities of Client.** Client agrees to notify Adviser promptly of any significant change in the information provided by Client and/or Client's Investment Policy or any other significant change in Client's financial circumstances or investment objectives that might affect the manner in which Client's account should be invested. Client also agrees to provide Adviser with such additional information as Adviser may request from time to time to assist it in advising Client. Client acknowledges that Adviser cannot adequately provide the services requested by Client unless Client provides such information completely and candidly, and that the value of Adviser's analyses and recommendations depends entirely upon the adequacy and accuracy of the information provided by the Client. Client agrees to permit the Adviser to consult with and obtain information about Client from Client's accountant, attorney and such Advisers (subject to paragraph 21 of this Agreement) and to rely upon such information without verification.
7. **Investment Objectives and Restrictions.** Client has specified, as outlined in their Investment Policy, the investment objectives and any specific investment restrictions and limitations which govern the Account. It shall be Client's responsibility to inform Adviser in writing of any changes or modifications in the investment objectives of the Account as set forth in the Investment Policy as well as any additional investment restrictions and limitations applicable thereto and to give Adviser prompt written notice if Client deems any investment made for the Account to be in violation of such objectives or restrictions and limitations. Adviser agrees to communicate its investment strategy for the Account and any changes thereto, in writing, to Client, and, if necessary, to meet with Client to review the Account's investment activity or to advise of changes in Adviser's investment strategy.
8. **Reports to Client.** Advisor shall provide to Client, and/or, as applicable, Client authorizes and directs Advisor to instruct Custodian on Client's behalf to provide to Client, trade confirmations, statements, reports, required regulatory notices and any item listed on attached Schedule A. By providing your e-mail address (Email Address: jean.mohr@portagewi.gov), you consent to receive all items listed on Schedule A electronically. If an Email Address is not provided you will receive items listed on Schedule A in paper form via U.S. Mail. Client also authorizes and directs Advisor to instruct Custodian on Client's behalf to provide Advisor all copies of all periodic statements and other reports for the Account that Custodian sends to Client. Advisor, however, does not assume responsibility for the accuracy of information furnished by Client or any other party.

9. **Adviser Fees.** The compensation of Advisor shall be calculated and paid in accordance with the Schedule of Fees attached hereto. For the purposes of determining Advisor's fees, the Account's assets shall be valued as computed by Custodian at fair market value, in accordance with normal and customary industry standards deemed suitable by Custodian for this purpose. Advisor shall receive no soft dollar benefit (research or any form of compensation from a broker/dealer for directing trades to that broker/dealer) for any transaction placed on behalf of Client. Advisor will provide to Client an accounting for fees owed no later than the 10th business day of each month for services billed for the previous month. Payments for services are due 30 days from invoice date. If Client has authorized Custodian to pay Advisor management fees from Client's custodial account this may be considered limited custody by Advisor for this sole purpose.
10. **Transaction Procedures.** Advisor shall arrange for the execution of securities transactions for the Account through Custodian. Transactions for the Account shall be effected independently of transactions for other clients of Advisor; provided that Advisor may (but is not obligated to) combine or "batch" transactions for Client and other clients in the same securities in order to obtain a better price or achieve other efficiencies. Client authorizes and directs Advisor to instruct all firms executing orders for Client to forward confirmations of those transactions to Custodian and Advisor. Advisor shall instruct the brokers and dealers that execute orders for the Account to send Client all transaction confirmations and that all transactions must be completed using delivery vs. payment (DVP). Advisor may give a copy of this Agreement to any broker, dealer or other party to a transaction for the Account, or Custodian as evidence of Adviser's authority to act for Client. Instructions of Adviser to Custodian shall be made in writing or, at the option of Adviser, shall be made orally and confirmed in writing as soon as practical thereafter; provided that all such instructions, written or oral, shall be issued only by persons designated from time to time by Adviser in a written instrument delivered to Custodian. Client shall provide, or instruct Custodian to provide, to Adviser such periodic reports concerning the status of the Account as Adviser may reasonably request. When placing order for the Account, subject to paragraph 12 of this Agreement, Adviser shall attempt to secure the best price and execution possible, commensurate with receiving research and other services (including quotation and information retrieval equipment) helpful to managing assets for clients.
11. **Termination: Assignment.** Subject to paragraph 30 of this Agreement, Client reserves the right to terminate this Agreement without cause at any time by giving Adviser written notice, by certified mail, at least thirty (30) calendar days prior to the date on which termination is to become effective. Adviser reserves the right to terminate this Agreement without cause at any time by giving Client written notice, by certified mail, at least one hundred twenty (120) calendar days prior to the date on which termination is to become effective. If there is just cause, Client may terminate the Agreement immediately upon written notice to Adviser, which notice shall contain a detailed description of such cause. Termination of this Agreement shall not affect (a) the validity of any action previously taken by Adviser under this Agreement; (b) liabilities or obligations of the parties from transactions initiated before termination of the Agreement (including any trades agreed to by Client, but not settled before the date on which termination is to become effective), or (c) Client's obligation to pay Adviser's fees to Adviser (pro-rated through the date of termination based on assets under management on the last statement prior to the notice of termination). This Agreement shall not be assignable by either party.

12. **Liability.** Except as may otherwise be provided by law, Adviser shall not be liable to Client for (a) any loss that Client may suffer by reason of any investment decision made or other action taken or omitted in good faith by Adviser with that degree of care, skill, prudence, and diligence under the circumstances that a prudent person acting in a fiduciary capacity would use; b) any loss arising from Adviser's adherence to Client's written instructions or the Investment Policy; or (c) any act or failure to act by Custodian, any broker or dealer to which Adviser directs transactions for the Account, or by any other third party. The federal and state securities laws impose liabilities under certain circumstances on persons who act in good faith, and therefore nothing in this Agreement shall waive or limit any rights that Client may have under those laws.
13. **Disclaimers and Limitations.** Client's investments are subject to risks associated with investing in securities, including various market, currency, economic, political and business risks. Adviser does not guarantee the performance of Client's investments or guarantee that Adviser's investment advice or strategies shall be successful or that Client's investment objectives shall be met. In the event that Client directs Adviser to use a particular broker dealer, Client agrees and understands Adviser may not be authorized under those circumstances to negotiate commissions and may not be able to obtain volume discounts or best execution. In addition, under these circumstances a disparity in commission charges may exist between the commissions charged to Clients who direct Adviser to use a particular broker or dealer.
14. **Notices.** Unless otherwise specified herein, all notices and instructions with respect to security transactions or any other matters contemplated by this Agreement shall be deemed duly given when received in writing by either party at the address set forth below its name on the signature page hereof or to such other addresses as such parties shall notify the other in writing and to Custodian at such address as it may specify to Adviser in writing, or at such other address or addresses as shall be specified. Adviser may rely upon any notice (written or faxed) that is signed by an authorized representative of Client.
15. **Representations by Client** Client represents and confirms that (a) this Agreement and the transactions contemplated hereby are authorized by the governing documents relating to the Account and that the terms hereof do not violate any obligation by which Client is bound, whether arising by contract, operation of law or otherwise, (b) this Agreement has been duly authorized by appropriate action and when executed and delivered shall be binding upon Client in accordance with its terms, (b) Client shall deliver to Adviser such evidence of such authority as Adviser may reasonably require, whether by way of a certified resolution or otherwise; and (c) the individual signing this Agreement on behalf of Client has been authorized to do so by appropriate action. Client undertakes to inform Adviser, as applicable, of any event which might affect the authority or property of this Agreement.
16. **Representation by Adviser.** The personnel of Adviser who shall be responsible for carrying out this Agreement are individuals experienced in the performance of the various functions contemplated by the Agreement and have not, within the last two years, been convicted of any crime, or pleaded nolo contendere or agreed to any consent decree with respect to any matter involving breach of trust or fiduciary duty or securities law violations. Adviser represents and warrants that (a) this Agreement has been duly authorized by appropriate action and when executed and delivered shall be binding upon Adviser in accordance with its terms, (b) Adviser shall deliver to Client such evidence of such authority as Client may reasonably require, whether by way of a certified resolution or otherwise; and (c) the individual signing this Agreement on behalf of Adviser has been authorized to do so by appropriate action.

17. **Construction and Severability.** The provisions of this Agreement are severable. If any part of this Agreement is held to be invalid or unenforceable, such holding shall not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completions.
18. **Applicable Law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Wisconsin and laws, rules and regulations of Client.
19. **Record Retention and Inspection.** Adviser is required to maintain all records and documents relating to this agreement including the purchase, sale or exchange of the assets in the Account for sixty (60) months after the termination of the Agreement. During the term of this Agreement and during the sixty (60) months thereafter, Adviser must promptly provide to Client any records that comply with the terms of an open records request forwarded by Client to Adviser. Client or its designated representative has the right to inspect the records of Adviser during normal business hours with prior written notice to Adviser.
20. **Entire Agreement; Prior Agreements.** This Agreement represents the entire agreement between the parties with regard to the investment Advisory matters described herein and, except as otherwise noted herein, may not be modified or amended except by mutual written consent. This Agreement supersedes all prior understandings and agreements between Client and Adviser relating to the subject matter of this Agreement.
21. **Confidential Relationship.** All information and advice furnished by either party to the other hereunder, including their respective agents and employees, shall be treated as confidential and shall not be disclosed to third parties except as required by law.
22. **Errors and Omissions Insurance.** Adviser shall provide and maintain at its own expense during the term of this Agreement Errors and Omissions Insurance or Professional Liability Insurance covering the negligent acts, errors or omissions in the performance of professional services. Failure on the part of Adviser to produce or maintain the insurance shall constitute a material breach of contract upon which Client may immediately terminate this Agreement.
23. **Inconsistency with Law; Waiver.** If any provision of this Agreement is or should become inconsistent with any law or rule of any governmental or regulatory body having jurisdiction over the subject matter of this Agreement, the provision shall be deemed to be rescinded or modified in accordance with any such law or rule. In all other respects, this Agreement shall continue to remain in full force or effect. No waiver of a breach of any provision of this Agreement by either party shall constitute a waiver of any other breach of said provision of this Agreement. Failure of either party to enforce at any time, or from time-to-time, any provision of this Agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity. No waiver shall be enforceable unless set forth in writing and signed by the party granting the waiver.
24. **Changes and Amendments.** No provision of this Agreement may be changed, altered, amended, or waived except by written instrument executed by the parties.
25. **Changes to Adviser Key Personnel within Adviser.** Adviser shall as soon as reasonably possible notify Client, in writing, of any changes in key personnel within its organization.

26. **Proxy Voting and Other Legal Notices.** Adviser shall not be required to take any action or render any service with respect to the voting of proxies solicited by, or with respect to, the issuer or any securities held in the Account, nor shall it be obligated to render any advice or take any action on behalf of Client with respect to securities or other investments held in the Account, or the issuers thereof, which become the subject of any legal proceedings, including bankruptcy.
27. **Services to Other Clients.** It is understood that Adviser performs investment management services for other clients. Client agrees that Adviser may direct and take actions with respect to any activity of its other clients which may differ from the direction or the timing or nature of action taken with respect to the Account so long as it is Adviser's policy, to the extent practical, to allocate investment opportunities to the Account over a reasonable period of time on a fair and equitable basis relative to other clients. Adviser is not obligated to buy, sell or recommend for Client any security or other investment. Adviser, its principals, affiliates or employees may buy, sell or recommend for its or their own account or for the account of any other client. This Agreement does not limit or restrict in any way Adviser, its principals, affiliates or employees, from buying, selling or trading in any security or other investments for its own accounts.
28. **Assurance of Compliance with Appropriate Laws and Regulations at the Federal and State Level.** Adviser hereby agrees and represents that it is in compliance with all federal and state laws as they relate to this Agreement.
29. **Assurance of Compliance with Ethics Rules.** Adviser hereby agrees and represents that it is in compliance with all ethics rules as they relate to this Agreement.
30. **Rescission Upon Execution of this Agreement.** Adviser acknowledges that, notwithstanding any other provision of this Agreement, Client shall have a unilateral right to rescind this Agreement without penalty by giving written notice of rescission to Adviser in accordance with this Agreement in such a manner that the notice shall have been received by Adviser within five (5) business days next following the execution of this Agreement. For purposes of this paragraph 30, the term "business day" shall mean Monday through Friday, excluding holidays. In the event Client rescinds this Agreement in accordance with this paragraph neither party shall have any obligation or liability to the other.
31. **Certification Adviser has Read and Understands the Government's Investment Policy.** If Client has provided Adviser with an Investment Policy, Adviser hereby certifies that it has read and understands Client's Investment Policy. If the Client does not have an investment policy the applicable state law will be used as the Client's Investment Policy.
32. **Arbitration.** Any controversy or dispute arising out of or related to this Agreement, including claim of rescission hereof, shall be settled by arbitration in accordance with the rules then obtaining of the American Arbitration Association, and judgment upon the award rendered may be entered in any court having jurisdiction.
33. **Disclosure.** Client has received and reviewed a copy of this complete Agreement.
34. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original.
35. **Notice.** All notices given shall be in writing and deemed to have been given when delivered to the respective addresses within the signature block below.

Effective Date. The effective date of this Agreement is _____.

Agreed and Accepted this _____ day of _____, 20__

City of Portage, WI
Client

Signature

Printed Name

Title

115 West Pleasant Street
Portage, WI 53901
Client Address, City, State, Zip Code

Ehlers Investment Partners, LLC
375 Bishops Way, Suite 225
Brookfield, WI 53005

By: _____
Signature

Kenneth J. Herdeman
Printed Name

President
Title

Title VI Plan

City of Portage

Adopted on: May 22, 2014

Adopted by: Portage City Council

Revised on: _____

This policy is hereby adopted and signed by:

City of Portage

Executive Name/Title: W.F. Bill Tierney, Mayor

Executive Signature: _____

Policy Statement

The **City of Portage** as a recipient of Federal Transit Administration (FTA) grant dollars either directly from FTA or through the Wisconsin Department of Transportation (WisDOT) will comply with the Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the U.S. Department of Transportation implementing regulations.

Title VI Plan Elements

The **City of Portage's** Title VI plan includes the following elements:

1. Evidence of Policy Approval
2. Notice to the Public
3. Complaint Procedure
4. Complaint Form
5. List of transit related Title VI Investigations, Complaints and Lawsuits
6. Public Participation Plan
7. Language Assistance Plan
8. Minority Representation Table and Description

TITLE VI Notice to the Public

The **City of Portage's** Notice to the Public is as follows:

Notifying the Public of Rights Under Title VI

THE CITY OF PORTAGE

- ✓ The **City of Portage** operates its programs and services without regard to race, color, and national origin in accordance with Title VI of the Civil Rights Act. Any person who believes she or he has been aggrieved by any unlawful discriminatory practice under Title VI may file a complaint with the **City of Portage**.
- ✓ For more information on the **City of Portage's** civil rights program, and the procedures to file a complaint, Marie Moe 608-742-2176; email marie.moe@portagewi.gov ; or visit our administrative office at 115 West Pleasant Street, Portage, WI 53901. For more information, visit www.portagewi.gov
- ✓ A complainant may file a complaint directly with the Federal Transit Administration by filing a complaint with the Office of Civil Rights, Attention: Title VI Program Coordinator, East Building, 5th Floor-TCR, 1200 New Jersey Ave., SE Washington, DC, 20590.
- ✓ If information is needed in another language, contact 608-742-2176.
Si se necesita informacion en otro idioma de contacto, 608-742-2176.

The **City of Portage's** Notice to the Public is posted in the following locations: *(check all that apply)*

- Agency website www.portagewi.gov
- Public areas of the agency office (common area, public meeting rooms)
- Inside vehicles
- Rider Guides/Schedules
- Transit shelters and stations
- Other, _____

Title VI Complaint Procedure

The **City of Portage's** Title VI Complaint Procedure is made available in the following locations:

- Agency website, either as a reference in the Notice to Public or in its entirety
- Hard copy in the central office
- Available in appropriate languages for LEP populations, meeting the Safe Harbor Threshold.
- Other, _____

Any person who believes she or he has been discriminated against on the basis of race, color, or national origin by the **City of Portage** may file a Title VI complaint by completing and submitting the agency's Title VI Complaint Form.

The **City of Portage** investigates complaints received no more than 180 days after the alleged incident. The **City of Portage** will process complaints that are complete.

Once the complaint is received, the **City of Portage** will review it to determine if our office has jurisdiction. The complainant will receive an acknowledgement letter informing her/him whether the complaint will be investigated by our office.

The **City of Portage** has 30 days to investigate the complaint. If more information is needed to resolve the case, the city may contact the complainant.

The complainant has 30 business days from the date of the letter to send requested information to the investigator assigned to the case.

If the investigator is not contacted by the complainant or does not receive the additional information within 30 business days, the city can administratively close the case. A case can be administratively closed also if the complainant no longer wishes to pursue their case.

After the investigator reviews the complaint, she/he will issue one of two (2) letters to the complainant: a closure letter or a letter of finding (LOF).

- ✓ A closure letter summarizes the allegations and states that there was not a Title VI violation and that the case will be closed.
- ✓ A letter of finding (LOF) summarizes the allegations and the interviews regarding the alleged incident, and explains whether any disciplinary action, additional training of the staff member, or other action will occur.

If the complainant wishes to appeal the decision, she/he has 30 days after the date of the letter or the LOF to do so.

A person may also file a complaint directly with the Federal Transit Administration, at FTA Office of Civil Rights, 1200 New Jersey Avenue SE, Washington, DC 20590.

If information is needed in another language, then contact 608-742-2176.

Title VI Complaint Form

The **City of Portage's** Title VI Complaint Procedure is made available in the following locations:

- Agency website, either as a reference in the Notice to Public or in its entirety
- Hard copy in the central office
- Available in appropriate languages for LEP populations, meeting the Safe Harbor Threshold.
- Other, _____

Section I:				
Name:				
Address:				
Telephone (Home):			Telephone (Work):	
Electronic Mail Address:				
Accessible Format Requirements?	Large Print		Audio Tape	
	TDD		Other	
Section II:				
Are you filing this complaint on your own behalf?			Yes*	No
*If you answered "yes" to this question, go to Section III.				
If not, please supply the name and relationship of the person for whom you are complaining:				
Please explain why you have filed for a third party: _____				
Please confirm that you have obtained the permission of the aggrieved party if you are filing on behalf of a third party.			Yes	No
Section III:				
I believe the discrimination I experienced was based on (check all that apply):				
<input type="checkbox"/> Race <input type="checkbox"/> Color <input type="checkbox"/> National Origin				
Date of Alleged Discrimination (Month, Day, Year): _____				
Explain as clearly as possible what happened and why you believe you were discriminated against. Describe all persons who were involved. Include the name and contact information of the person(s) who discriminated against you (if known) as well as names and contact information of any witnesses. If more space is needed, please use the back of this form. _____ _____				
Section IV				
Have you previously filed a Title VI complaint with this agency?			Yes	No

List of Transit Related Title VI Investigations, Complaints and Lawsuits

Subrecipient:		
Contact Person:	Signature:	Date:

Check One:

_____ There have been no investigations, complaint and/or lawsuits filed against us during the report period.

_____ There have been investigations, complaints and/or lawsuits filed against us. *See list below. Attach additional information as needed.*

	Date (Month, Day, Year)	Summary (include basis of complaint: race, color, or national origin)	Status	Action(s) Taken
Investigations				
1.				
2.				
Lawsuits				
1.				
2.				
Complaints				
1.				
2.				

Public Participation Plan

Subrecipient:		
Contact Person:	Signature:	Date:

Strategies and Desired Outcomes

To promote inclusive public participation, the **City of Portage** will use its resources available to employ the following strategies, as appropriate:

- ✓ Provide for early, frequent and continuous engagement by the public.
- ✓ Expand traditional outreach methods. Think outside the box: go to hair salons, barbershops, street fairs, faith-based institutions, libraries, etc.
- ✓ Select accessible and varied meeting locations and times
- ✓ Employ different meeting sizes and formats
- ✓ Provide childcare and food during meetings, if possible.
- ✓ Use social media in addition to other resources as a way to gain public involvement
- ✓ Use radio, television or newspaper ads on stations and in publications that serve LEP populations. Outreach to LEP populations may also include audio programming available on podcasts.

Documented Public Outreach

The direct public outreach and involvement activities conducted by the **City of Portage** are summarized in the table below. Efforts include *meetings, surveys, focus groups, etc.*

Information pertinent to each event and/or activity will be provided to WisDOT upon request. Examples include copies of: meeting announcements, agendas, posters, attendee list, etc.

Event Date	City of Portage Staffer(s)	Event	Date Publicized and Communication Method (Public Notice, Posters, Social Media)	Outreach Method (Meeting, Focus Group, Survey, etc).	Notes (Meeting size and format, location, Number of Attendees, etc.)
To Be Scheduled					

Language Assistance Plan

Plan Components

As a recipient of federal US DOT funding, the **City of Portage** is required to take reasonable steps to ensure meaningful access to our programs and activities by limited-English proficient (LEP) persons.

Limited English Proficient (LEP): Refers to persons for whom English is not their primary language and who have a limited ability to read, write, speak or understand English. This includes those who have reported to the U.S. Census that they speak English less than very well, not well, or not at all.

Most individuals in Wisconsin read, write, speak and understand English. There are some individuals for whom English is not their primary language. If these individuals have a limited ability to read, write, speak, or understand English, they are considered limited English proficient, or “LEP.”

The **City of Portage’s** Language Assistance Plan includes the following elements:

1. The results of the *Four Factor Analysis*, including a description of the LEP population(s), served.
2. A description of how language assistance services are provided by language
3. A description of how LEP persons are informed of the availability of language assistance service
4. A description of how the language assistance plan is monitored and updated
5. A description of how employees are trained to provide language assistance to LEP persons
6. Additional information deemed necessary

Methodology

To determine if an individual is entitled to language assistance and what specific services are appropriate, the **City of Portage** has conducted a *Four Factor Analysis*¹ of the following areas: 1) Demography, 2) Frequency, 3) Importance and 4) Resources and Costs.

LEP Four Factor Analysis

- **Factor 1: Demography:** What is the number or proportion of LEP persons served and the languages spoken in the service area?

Overview

The first factor of the *Four Factor Analysis* is the basis of the Language Assistance Plan. It requires the **City of Portage** to review its US Census data to determine if it meets the *LEP Safe Harbor Threshold*.

¹ DOT LEP guidance <https://www.civilrights.dot.gov/page/dots-lep-guidance>

US Census and American Community Survey (ACS) Data²

The **City of Portage** did the following:

1. Inserted a copy of the **City of Portage's** county LEP data in the Title VI plan. This data was found at the WisDOT website at:
<http://www.dot.wisconsin.gov/localgov/docs/title6-lep.pdf>
 2. Analyzed the LEP demographic data for the **City of Portage's** program and/or service area by calculating the *Safe Harbor Threshold* for two to three of the largest language groups identified other than English.
 - a. The *Safe Harbor Threshold* is calculated by dividing the population estimate for a language group that "Speaks English less than very well" by the total population of the county.
 - i. The *LEP Safe Harbor Threshold* provision stipulates that for each LEP group that meets the LEP language threshold (5% or 1,000 individuals, whichever is less) the **City of Portage** must provide translation of vital documents in written format for the non-English users.
 - ii. Examples of written translation of vital documents include the Title VI policy statement and/or Notice to the Public (Appendix 2), Title VI Complaint Procedure (Appendix 3), Title VI Complaint Form (Appendix 4), and ADA paratransit eligibility forms.
 3. Explained the results of the analysis of the county LEP data in the demographic section of the *Four Factor Analysis*.
- ✓ **Factor 2: Frequency:** How often does your staff (and/or contractor/lessee) come into contact with LEP persons?

Overview

LEP persons are persons identified as speaking English less than very well, not well or not at all. Just because a person speaks a language other than English doesn't mean they don't speak English or are identified as LEP. The summary below discusses the frequency with which **City of Portage** staff, and/or its contractor/lessee come into contact with LEP persons. It also provides information on the how staff is instructed to meet the needs of LEP persons.

² The ACS publishes data in many forms on the Census Bureau American Fact Finder website
<http://factfinder2.census.gov/faces/nav/jsf/pages/searchresults.xhtml>

- ✓ **Factor 3: Importance:** How does the program, service or activity affect people's lives?

Overview

The summary below discusses how the **City of Portage's** program and services impact the lives of person's within the community. The City of Portage will specify the community organizations that serve LEP persons, if available.

- ✓ **Factor 4: Resources and Costs:** What funding and other resources are available for LEP outreach?

Overview

The summary below discusses the low cost methods used by the **City of Portage** to provide outreach to LEP persons as well as train staff (and/or its contractor/lessee) on Title VI and LEP principles.

Additional Required Elements

In addition to the *Four Factor Analysis (listed below as item #1)*, the City of Portage will address the following elements:

- Item #2:* A description of how language assistance services are provided by language
- Item #3:* A description of how LEP persons are informed of the availability of language assistance service
- Item #4:* A description of how the language assistance plan is monitored and updated
- Item #5:* A description of how employees are trained to provide language assistance to LEP persons

And, any additional information deemed necessary.

City of Portage – Summary of the Language Assistance Plan Components

Item #1 – Results of the Four Factor Analysis *(including a description of the LEP population(s) served)*

Example

Factor 1 – Demography

The **City of Portage** contracts with a transit provider to provide shared-ride taxi (SRT) service. The contractor/transit provider provides service for the **City of Portage**. Census 2010 reports a Portage county population of 70,019. The largest LEP population is Asian and Pacific Islander languages, which represents 1.2% (789) of the population. Asian and Pacific Islander speakers make up 2.3% (1,532) of the total population. Spanish or Spanish Creole, which represents 4.0% (3,522) of the population.

Spanish or Spanish Creole languages represent 0.9% (628) of the population. Spanish or Spanish Creole speakers make up 2.2% (1,487) of the total population.

The **City of Portage** is below the safe harbor threshold and is not required to provide written translation of vital document.

In the future, if the **City of Portage** meets the Safe Harbor Threshold for written translation of vital documents, it will also consider measures needed for oral interpretation.

Factor 2 – Frequency

The **City of Portage** (and its contractor/lessee, if relevant) will be trained on what to do when they encounter a person that speaks English less than well. The **City of Portage** and/or its contractor/lessee will track the number of encounters and consider making adjustments as needed to outreach efforts to ensure meaningful access to all persons and specifically to LEP and minority populations of the **City of Portage's** programs and services.

The **City of Portage's** contractor/transit provider provides rides to 115,000 persons per year. While formal data has not been collected, the contractor has indicated it has encountered (0) LEP persons using the service within the last six months. Our contractor/transit provider has an open door policy and will provide rides to any person who requests a ride. If an individual has speech limitations, the dispatcher or driver will work with the Transit Manager and the **City of Portage**, if needed to ensure the individual receives access to the transit service.

Factor 3 – Importance

The **City of Portage** and our contractor/transit provider understands an LEP person with language barrier challenges also faces difficulties obtaining health care, education or access to employment. A public transit system is a key link to connecting LEP persons to these essential services.

The **City of Portage** has identified activities and services which would have serious consequences to individuals if language barriers prevented access to information or the benefits of those programs. The activities and services include providing emergency evacuation instructions in our facilities, stations and vehicles and providing information to the public on security awareness or emergency preparedness.

The **City of Portage's** assessment of what programs, activities and services that are most critical included contact with community organization(s) that serve LEP persons, as well as contact with LEP persons themselves to obtain information on the importance of the modes or the types of services that are provided to the LEP populations.

Factor 4 – Resources and Costs

Even though the **City of Portage** does not have a separate budget for LEP outreach, the city has worked with our contractor/transit provider to implement low cost methods of reaching LEP person. For example, the **City of Portage** and our contractor/transit provider work with local advocacy groups to reach LEP populations.

Item # 2 – Description of how Language Assistance Services are Provided, by Language
--

*The **City of Portage** works with our contractor/transit provider to ensure mechanisms are in place to reach LEP persons in the service area. For example, the contractor has a special brochure printed and is available in each vehicle to assist LEP populations in understanding the transportation service.*

Item # 3 - Description of how LEP Persons are Informed of the Availability of Language Assistance Service

*The **City of Portage** and its contractor/transit provider does the following to inform LEP persons of the availability of language assistance services: striving to employ multilingual staff, and creating and posting multi-language announcements, posters and other information.*

Item # 4 – Description of how the Language Assistance Plan is Monitored and Updated

*The **City of Portage** reviews its plan on an annual basis or more frequently as needed. In particular, the **City of Portage** will evaluate the information collected on encounters with LEP persons as well as public outreach efforts to determine if adjustments should be made to the delivering of programs and services to ensure meaningful access to minority and LEP persons.*

*In addition, if relevant, the **City of Portage** will meet with its contractor/transit provider on an annual basis to ensure the Title VI requirements are met. The last approval and site-visit of the contractor/transit provider was on 05/14/2014.*

Item # 5 - Description of how Employees are Trained to Provide Language Assistance to LEP Persons

***City of Portage** employees are educated on the principles of Title VI and the **City of Portage's** Language Assistance Plan. New employees will be provided guidance on the needs of clients served and how best to meet their needs. An important discussion point is that of language assistance. If a driver, dispatcher or employee needs further assistance related to LEP program participants, her/she will work with the **City of Portage's** Title VI Coordinator to identify strategies to meet the language needs of the participants of the program or service.*

*As part of our annual check in meeting, if relevant, the **City of Portage** will meet with its contractor/transit provider to discuss updates the **City of Portage's** Language Assistance Plan.*

Minority Representation Information

A. Minority Representation Table

The table below depicts the **City of Portage's** three committees and councils related to transit: the Access Committee, Citizens Advisory Council and the Bicycle Pedestrian Committee. The demographic data in the table below indicates the participation of minorities on committees and councils is reflective of the demographic makeup of the **City of Portage**.

Body	Caucasian	Hispanic	African American	Asian American	Native American
Population	90.9%	2.4%	5%	.8%	.9%
Access Committee					
Citizens Advisory Council					
Bicycle Pedestrian Committee					

B. Efforts to Encourage Minority Participation

The **City of Portage** understands diverse representation on committees, councils and boards results in sound policy reflective of its entire population. As such, the **City of Portage** encourages participation of all its citizens. As vacancies on boards, committees and councils become available, the **City of Portage** will make efforts to encourage and promote diversity. To encourage participation on its boards, committees and councils, the **City of Portage** will continue to reach out to community, ethnic and faith-based organizations to connect with all populations. In addition, the **City of Portage** will use create ways to make participating realistic and reasonable. Such as, scheduling meetings at times best suited to its members and providing transportation and child care, if needed for its members.

Minority Representation Data Collection Form

City of Portage - Council

Date:

Dear Member,

As the **City of Portage** is a recipient of federal funds, we are required under Title VI of the Civil Rights statute to ascertain the racial/ethnic make-up of any non-elected boards, commissions, councils, etc.

Data from this section is used for statistical and reporting purposes. The information may be subject to disclosure under federal or state law or rule.

Anti-Discrimination Notice

It is unlawful for the **City of Portage** to fail or refuse to provide services, access to services or activities, or otherwise discriminate against an individual because of an individual's race, color, religion, sex, national origin, disability or veteran status.

As a council under the jurisdiction of the **City of Portage**, we invite council members to voluntarily self-identify their race/ethnicity in order for us to comply with FTA Title VI regulations. This information will be used according to the provisions of applicable federal and state laws, executive orders and regulations, including those requiring the information to be summarized and reported to the federal government for civil rights enforcement purposes.

Race/Ethnicity

If you choose to self-identify, please mark the **one box** describing the race/ethnicity category with which you primarily identify:

___ *Asian or Pacific Islander*: All persons having origins in any of the peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes, for example, China, Japan, Korea, the Philippine Islands and Samoa.

___ *Black and/or African American* (not of Hispanic origin): All persons having origins in any of the Black racial groups of Africa.

___ *Hispanic*: All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.

___ *American Indian or Alaskan Native*: All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

___ *Caucasian* (not of Hispanic origin): All persons having origins in any of the original peoples of Europe, North Africa or the Middle East.

LOAN AGREEMENT

THIS LOAN AGREEMENT (this "Agreement") dated this _____ day of _____, 2014

BETWEEN:

City of Portage
115 West Pleasant Street
Portage, WI 53901
("City")

AND

Portage Public Library
253 West Edgewater Street
Portage, WI 53901
("Library")

IN CONSIDERATION OF the City loaning certain monies (the "Loan") to the Library, and the Library repaying the Loan to the City, both parties agree to keep, perform and fulfill the promises and conditions set out in this Agreement:

Loan Amount & Interest

1. The City promises to loan \$500,000 USD to the Library and the Library promises to repay this principal amount to the City, with interest payable on the unpaid principal.

Payment

2. This Loan will be repaid in consecutive semi-annual installments of \$54,576.75 principal and interest commencing October 1, 2014 and continuing until April 1st, 2019 as calculated in the amortization schedule attached as Exhibit C. The Loan shall be repaid by Library pursuant to a certain promissory note (the "Note"), a copy of which is attached as Exhibit A.
3. Additional amounts may be paid at any time under this Agreement; the Library may pay the outstanding balance then owing under this Agreement to the City without penalty.

4. It is acknowledged that the Debtor continues to solicit and receive pledges for donations and monetary gifts for the library addition. Accordingly, it is understood that such donations and gifts shall be utilized for the reduction of Debtor's obligation to repay Secured Party. Any other use of such donations and gifts shall be at the approval of both the Debtor and Secured Park.

Collateral

5. This Loan is secured by the following security (the "Security"): Security interest in Library's collateral pursuant to a certain Security Agreement, a copy of which is attached as Exhibit B.
6. The Library grants to the City a security interest in the Security until this Loan is paid in full. The City will be listed as a City on the title of the Security whether or not the City elects to perfect the security interest in the Security. The Library will do everything necessary to assist the City in perfecting its security interest.

Default

7. Failure to pay any principal or interest hereunder within thirty (30) days after the same becomes due, the Security will be immediately provided to the City and the City is granted all rights of repossession as a secured party.
8. Default by Library in the observance or performance of any other covenant or agreement contained in this Agreement, other than a default constituting a separate and distinct event of default under this Paragraph.

Remedies

9. Upon the occurrence of an event of default as defined above, City may declare the entire unpaid principal balance, together with accrued interest thereon, to be immediately due and payable without presentment, demand, protest, or other notice of any kind. To the extent permitted by law, Library waives any rights to presentment, demand, protest, or notice of any kind in connection with this Agreement. No failure or delay on the part of City in exercising any right, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, power, or privilege. The rights and remedies provided herein are cumulative and not exclusive of any other rights or remedies provided at law or in equity. Library agrees to pay all costs of collection incurred by reason of the default, including court costs and reasonable attorney's fees.

Governing Law

10. This Agreement will be construed in accordance with and governed by the laws of the State of Wisconsin.

General Provisions

11. All representations and warranties made in this Agreement and the Promissory Note and in any certificate delivered pursuant thereto shall survive the execution and delivery of this Agreement and the making of any loans hereunder. This Agreement will be binding upon and inure to the benefit of Library and City, their respective successors and assigns, except that Library may not assign or transfer its rights or delegate its duties hereunder without the prior written consent of City. This Agreement, the Promissory Note, and all documents and instruments associated herewith will be governed by and construed and interpreted in accordance with the laws of the State of Wisconsin. This Agreement will be deemed to express, embody, and supersede any previous understanding, agreements, or commitments, whether written or oral, between the parties. This Agreement may not be amended or modified except in writing signed by the parties.

Executed on the day and year first written above.

This _____ day of _____, 2014

, President
Portage Public Library

This _____ day of _____, 2014

W.F. Bill Tierney, Mayor
City of Portage

Marie A. Moe, City Clerk
City of Portage

EXHIBIT A

PROMISSORY NOTE

\$500,000.00

Portage, Wisconsin
, 2014

FOR VALUE RECEIVED, the undersigned, Portage Public Library, (hereinafter referred to as “Maker”), promises to pay to the order of the City of Portage, its successors and/or assigns (hereinafter referred to as “Holder”), at such place as designated by Holder, the principal sum of FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) or the aggregate unpaid principal amount of all Advances made by Holder to Maker pursuant to the terms of a Line of Credit Agreement (the “Loan Agreement”) dated _____, 2014, whichever is less, together with accrued interest thereon, at the rate of 3.25% per annum, payable as follows: commencing on October 1, 2014, semi-annual payments of \$54,476.75 principal and interest and continuing on until April 1st, 2019.

Any amount may be prepaid without premium or fee upon principal at any time. All payments received hereunder shall be applied, first, to accrued interest, and second, to principal.

Upon default in the payment of this Note, or under any other covenant of this Note or the Security Agreement securing this Note, which default continues for a period of thirty (30) days, the Holder may, at its option, without any notice whatsoever, notice hereby being waived, declare all the remainder of the debt immediately due and payable.

Any failure to exercise this option shall not constitute a waiver of the right to exercise it at any subsequent time.

Notwithstanding anything to the contrary herein, the unpaid balance shall automatically, without notice, mature and become immediately payable in the event any of the Makers become the subject of bankruptcy or other insolvency proceedings.

This Note is not assignable by Makers.

The undersigned Makers, and their successors and assigns, are jointly, severally and personally liable for the payment for all the sums owing from time to time on this Note and the mortgage securing payment of this Note.

Makers agree to pay all costs of collection, including reasonable attorney's fees, whether suit be brought or not, and waive presentment, protest, demand and notice of dishonor.

Holder and its successors and assigns may grant renewals or extensions, accept partial payments and release securing or any one liable on this Note without affecting the liability of Makers.

This Note is secured by a Security Agreement dated _____, 2014.

Dated this _____ day of _____, 2014.

PORTAGE PUBLIC LIBRARY

BY: _____, President

EXHIBIT B SECURITY

AGREEMENT

THIS AGREEMENT, made and entered into this day of _____, 2014, by and between Portage Public Library, (“Debtor”) and the City of Portage (“Secured Party”);

WITNESSETH:

WHEREAS, Debtor is the owner of a bank deposit account (the” Collateral”) described as “MONEY MARKET, US BANK, N.A. #000016260300” and that Collateral is free of any liens or encumbrances; and

WHEREAS, Secured Party and Debtor have agreed that Secured Party will be granted a security interest in the Collateral to secure Debtor’s outstanding obligation to Secured Party as evidenced by a promissory note (“Note”) from Debtor to Secured Party of even date herewith.

NOW, THEREFORE, for value received, Debtor agrees as follows:

1. Debtor hereby grants to Secured Party a security interest in the Collateral together with any accessions to, replacements for, and all proceeds of any such Collateral.

2. Debtor shall maintain the Collateral in good condition and repair and not permit its value to be impaired; keep it free from all liens, encumbrances, and security interests other than those created by this Agreement; defend it against all claims and legal proceedings by persons other than Secured Party; pay and discharge when due all taxes, license fees, levies, or other charges upon it; not sell, lease, or otherwise dispose of it or permit it to become a fixture or an accession to other goods.

3. Debtor shall keep the Collateral and Secured Party’s interest in it insured under policies with such provisions, for such amounts, and by such insurers, as shall be satisfactory to Secured Party, and shall from time to time furnish evidence of such insurance satisfactory to Secured Party.

4. Debtor shall pay all expenses and, upon request, take any action or execute any documents reasonably deemed advisable by Secured Party to preserve the Collateral or to establish, determine priority of, perfect, continue perfected, or enforce Secured Party’s interests in the Collateral or Secured Party’s rights under this Agreement.

5. In the event of a default by Debtor in its obligation to repay the indebtedness under the Note, this Agreement, or any other agreement securing Debtor’s obligation to Secured Party, Secured Party shall have all rights and remedies for default provided by the Wisconsin Uniform Commercial Code, as well as any other applicable law.

The obligations of any and all persons signing as Debtor under this Agreement are joint and several. This Agreement benefits the Secured Party, its successors, and assigns and binds

Debtor and its respective heirs, personal representatives, successors, and assigns.

IN WITNESS WHEREOF, Debtor has executed this Agreement as of the day, month, and year first above written.

DEBTOR: PORTAGE PUBLIC LIBRARY

BY: _____, President

AMORTIZATION SCHEDULE

Portage Public Library

Principal: \$500,000.00
Interest Rate: 3.250%
Term (Years): 5
No. of Payments: 10

	Date	Semi-Annual Payment	Principal	Interest	Balance
1	10/01/14	(\$54,576.75)	\$46,451.75	\$8,125.00	\$453,548.25
2	04/01/15	(\$54,576.75)	\$47,206.59	\$7,370.16	\$406,341.65
3	10/01/15	(\$54,576.75)	\$47,973.70	\$6,603.05	\$358,367.95
4	04/01/16	(\$54,576.75)	\$48,753.27	\$5,823.48	\$309,614.68
5	10/01/16	(\$54,576.75)	\$49,545.51	\$5,031.24	\$260,069.16
6	04/01/17	(\$54,576.75)	\$50,350.63	\$4,226.12	\$209,718.53
7	10/01/17	(\$54,576.75)	\$51,168.83	\$3,407.93	\$158,549.71
8	04/01/18	(\$54,576.75)	\$52,000.32	\$2,576.43	\$106,549.39
9	10/01/18	(\$54,576.75)	\$52,845.33	\$1,731.43	\$53,704.06
10	04/01/19	(\$54,576.75)	\$53,704.06	\$872.69	\$0.00

City of Portage

Surplus Assets



"Where the North Begins"

May 12, 2014

To: Finance/Administration Committee

From: Jean E. Mohr, Finance Director

Re: Surplus Assets

The following is a list of items that are to be sold, donated, or disposed of in an appropriate manner:

<u>Asset ID#</u>	<u>Dept</u>	<u>Description</u>	
na	WATER	INGERSOLL RAND T30 GAS POWERED AIR COMPRESSOR	
na	WATER #72	1992 CHEVROLET 3500 CUBE VAN; 36,972 MILES	1GTK932K2N3500803
100-10-00465	POLICE #3	1997 DODGE STRATUS; 94,067 MILES	1B3EJ46X7WN266997
100-10-02534	POLICE #6	2011 CHEVY IMPALA; 120,591 MILES	2G1WD5EM6B1224395
100-15-02171	FIRE	DELL COMPUTER CPU	7TQDLF1
100-15-01633	FIRE	LAPTOP THINK PAD	78-KAY40
100-15-00842	FIRE	LAPTOP - SQUAD 2	32983368
100-15-02210	FIRE	DELL COMPUTER	3SQ5ZC1 8267349025
100-10-02297	POLICE	HP PRINTER	MY865G21NH

City of Portage
Legislative & Regulatory Committee Meeting
Wednesday, May 7, 2014, 7:00 p.m.
City Municipal Building, 115 West Pleasant Street
Conference Room One
Minutes

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

Also Present: Administrator Murphy, City Clerk Moe, Deputy Clerk Ness, Ronald Spangler and Patrick Fontecchio with Dewitt's End LLC

Media Present: Craig Sauer from Daily Register

1. Roll call

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

2. Approval of minutes from previous meeting

Motion by Havlovic, second by Charles to approve the minutes from the committee meeting of April 2, 2014. Motion carried unanimously on call of roll.

3. Appointment of Vice Chairperson

Chairperson Maass asked for nominations. Havlovic nominated Charles. Approved vote by roll call 5-0.

4. Discussion and possible recommendation on Class B Combination License application from Dewitt's End LLC, 1011 DeWitt Street, Ronald Spangler, agent (Dewitt's End)

City Clerk Moe reviewed the process for approval of license applications and the role of this committee.

Maass invited Ronald Spangler to join the table for questions. Maass questioned the two different addresses listed on the application for Spangler, Spangler explained the one address is his residence address and the other address is where he receives his business mail. He stated he will be moving to the Portage area. Discussion ensued regarding the premise description. City Clerk Moe stated in her previous discussion with Mr. Spangler the square footage of the building should be included in the description, 2444 sq. ft; backyard description should be more specific, fenced in area.

City Clerk Moe stated a neighbor of the building brought complaints to the city regarding noise and the fence falling apart. The recommendation from city staff is to have the license approval include stipulations for the installation of a noise deadening barrier and fixing the fence. Mr. Spangler noted he will be fixing the fence and doing upgrades inside the

bar, but had not planned on doing any work on the walls. Maass stated she didn't think it was correct to put stipulations on the approval as it hasn't been done for any other establishment. Charles stated he welcomes the new business owner and won't support stipulations. Monfort suggested the new business owner keep dialogue open with the city and won't support stipulations. Mr. Fontecchio stated the backyard will be completely fenced in to insure minors do not sneak in. Motion by Havlovic to recommend to the council approval of Class B Combination License application from Dewitt's End LLC, 1011 DeWitt Street, Ronald Spangler, agent (Dewitt's End) with premise description to include 2444 sq. ft. building and fenced area at existing footprint of fence, second by Charles. Motion carried unanimously on call of roll.

5. Discussion and possible recommendation for change of agent for Kwik Trip No. 653, 1223 East Wisconsin Street to Michael J. McConville

Motion by Charles, second by Hamburg to recommend to the council approval of the change of agent for Kwik Trip No. 653, 1223 East Wisconsin Street to Michael J. McConville. Motion carried unanimously on call of roll.

6. Discussion and possible recommendation on Ordinance No. 14-013 regarding Brush Collection

City Administrator Murphy noted the updates to the current ordinance included not putting the brush on the curb until 48 hrs. before the week of collection, the brush is to be neatly stacked, the size of the material in length has been increased to 6 ft., and if the brush is not picked up it will be tagged with an explanation for the homeowner. Motion by Havlovic, second by Monfort to recommend to the council approval of Ordinance No. 14-013 regarding Brush Collection. Motion carried unanimously on call of roll.

7. Discussion and possible recommendation regarding the procedure for reading ordinances, Section 2-42(c)(2) of the Municipal Code

Current practice at council meetings is to have the first and second readings at one meeting, and the third reading at the next meeting. The code states "each ordinance shall receive a minimum of one separate reading previous to its passage. No ordinance shall have its second reading on the same day that it is first read, unless by suspension of the rules as provided..." Motion by Charles, second by Havlovic to modify council procedures to follow Municipal Code. Motion carried unanimously on call of roll.

8. Discussion and possible recommendation regarding revision to Municipal Services and Utilities Committee duties, Section 2-36(c)(3) of the Municipal Code

City Administrator Murphy stated the Municipal Code is currently written with the Municipal Services Committee holding control of Park and Rec Board duties. Staff will review and update the Municipal code to reflect these changes. Motion by Havlovic, second by Charles to approve proposed revisions to Municipal Services and Utilities Committee duties, Section 2-36(c)(3) of the Municipal Code. City Administrator Murphy stated the code will be reviewed in full and brought to a future meeting for approval. Motion withdrawn by Havlovic, second withdrawn by Charles.

9. Adjournment

Motion to adjourn by Havlovic, second by Charles. Passed unanimously at 7:51 pm.

Rebecca Ness
Deputy Clerk

ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning May 20 14 ;
 ending June 30 20 14

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

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

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

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

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

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

Title	Name	Home Address	Post Office & Zip Code
President/Member	<u>Member Ronald Spangler</u>	<u>1714 King St</u>	<u>Janesville WI 53546</u>
Vice President/Member	_____	_____	_____
Secretary/Member	_____	_____	_____
Treasurer/Member	_____	_____	_____
Agent	<u>Ronald Spangler</u>	<u>1910 Main St, Cross Plains, WI 53528</u>	_____
Directors/Managers	_____	_____	_____

3. Trade Name Dewitt's End Business Phone Number (608) 333-1701
 4. Address of Premises 1101 Dewitt St Post Office & Zip Code Portage, WI 53901

5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? Yes No
 6. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant? Yes No
 7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? Yes No
 8. (a) Corporate/limited liability company applicants only: Insert state WI and date 3/27/2014 of registration.
 (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? Yes No
 (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? Yes No

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

9. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) Entire Building (Bar, Basement) Backyard House Shop P/T Area

10. Legal description (omit if street address is given above): _____
 11. (a) Was this premises licensed for the sale of liquor or beer during the past license year? Yes No
 (b) if yes, under what name was license issued? LANES Full Throttle LLC
 12. Does the applicant understand they must file a Special Occupational Tax return (TTB form 5630.5) before beginning business? [phone 1-800-937-8864] Yes No
 13. Does the applicant understand a Wisconsin Seller's Permit must be applied for and issued in the same name as that shown in Section 2, above? [phone (608) 266-2776]. Yes No
 14. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes No

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

SUBSCRIBED AND SWORN TO BEFORE ME
 this 16th day of April, 20 14
Mavis A. Moore
 (Clerk/Notary Public)

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

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

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

My commission expires term of office

TO BE COMPLETED BY CLERK			
Date received and filed with municipal clerk	Date reported to council/board	Date provisional license issued	Signature of Clerk / Deputy Clerk
<u>04-16-14</u>	_____	_____	
Date license granted	Date license issued	License number issued	_____
_____	_____	_____	_____

0140415-13

Applicant's Wisconsin Seller's Permit Number	_____
Federal Employer Number (FEIN)	_____
LICENSE REQUESTED	
TYPE	FEE
<input type="checkbox"/> Class A beer	\$ _____
<input checked="" type="checkbox"/> Class B beer	\$ <u>16.66</u>
<input type="checkbox"/> Class C wine	\$ _____
<input type="checkbox"/> Class A liquor	\$ _____
<input checked="" type="checkbox"/> Class B liquor	\$ <u>88.34</u>
<input type="checkbox"/> Reserve Class B liquor	\$ _____
Publication fee	\$ <u>25.00</u>
TOTAL FEE	\$ <u>125.00</u>

C146403 #3 4/4/14

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

Submit to municipal clerk.

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

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

The undersigned duly authorized officer(s)/members/managers of Kwik Trip, Inc.
(registered name of corporation/organization or limited liability company)

a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as

Kwik Trip 653
(trade name)

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

appoints Michael J. McConville
(name of appointed agent)

1019 Links Dr., Poynette, WI 53955
(home address of appointed agent)

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

Yes No If so, indicate the corporate name(s)/limited liability company(ies) and municipality(ies).
Agent Kwik Trip 635, Lodi, WI

Is applicant agent subject to completion of the responsible beverage server training course? Yes No Since 2010

How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? Since 2010

Place of residence last year 1019 Links Dr., Poynette, WI 53955

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

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

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

ACCEPTANCE BY AGENT

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

[Signature] 3-20-14 Agent's age 48
(signature of agent) (date)
1019 Links Dr., Poynette, WI 53955 Date of birth 4/30/65
(home address of agent)

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

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

Approved on 4-22-14 by Ken Mantey Title POLICE CHIEF
(date) (signature of proper local official) (town chair, village president, police chief)

ORDINANCE NO. 14-013

ORDINANCE RELATIVE TO SOLID WASTE

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

The following Section of Chapter 62; Article II Collection Disposal is hereby repealed and recreated to read as follows:

Sec. 62-42. Brush collection.

- (a) The city shall provide regularly scheduled brush collections each year and shall provide public notice well in advance of such collections. These collections are intended to provide residents with a means for disposing of shrubs, and/or brush, not as a means for disposing of entire trees. These collections shall occur as scheduled by the director of public works. Residents that have material for collection shall have it properly placed, as set forth below, by 7:00 a.m. on the first day of any designated collection period and no earlier than 48 hours prior to the start of a designated collection period.
- (b) Material placed for collection shall be immediately behind the curb, easily accessible and shall not be hindered in any way by any obstruction such as a mailbox, tree, utility pole/pedestal, guy wire, or fire hydrant.
- (c) Material placed for collection shall be bagged, boxed, or neatly stacked. Each bag, box, or neatly stacked bundle shall contain material that is less than 6 feet (72 inches) in length and less than five inches in diameter, as applicable. Bundled material shall be neatly stacked parallel to the curblin or side of road and not interfere with vehicle or pedestrian traffic.
- (d) Any material placed for collection that does not comply with sections (a), (b) and (c) will not be collected and will be tagged with an indication as to the reason.
- (e) Property owners having material exceeding the above requirements shall make appropriate arrangements for its collection and disposal. A property owner may request this service from the city; however, the cost of the collection and disposal of this material will be billed to the property owner, accordingly.
- (f) Property owners may request the removal of any tree located within the public right-of-way. The city forester or his/her designee shall evaluate and make a recommendation as to the health and life expectancy of said tree.

Trees within the public right-of-way that are determined to be unhealthy and/or near term shall be removed by the city, at no cost to the property owner. Replacement trees may be obtained from the city forester or his/her designee or purchased separately by the property owner. In either case, the city forester or his/her designee must approve the species of the tree as well as its placement in the public right-of-way.

- (g) Property owners may remove any tree located on private property without consulting the city forester, however, it may be advisable to consult with the city forester in order to prevent the spread of disease or other damage. The entire cost of its removal as well as its disposal shall be the responsibility of the property owner.
- (h) The city may, at the discretion of the Director of Public Works, provide for the collection and disposal of any trees or brush debris that results from storm damage, so long as the tree or brush is properly placed at the street for collection.

Passed this _____ day of May, 2014.

W.F. "Bill Tierney", Mayor

Attest:

Marie A. Moe, WCPC, MMC, City Clerk

First reading:
Second reading:
Published:

Ordinance requested by:
Municipal Services & Utilities

RESOLUTION NO. 14-027

FINAL RESOLUTION RELATIVE TO DISCONTINUANCE OF A PORTION OF OLD HIGHWAY 33 AND A PORTION OF BRONSON AVENUE

WHEREAS, the City of Portage has received a request to discontinue and vacate the Streets set forth as follows: that portion of Old Highway 33 lying North of State Highway 33 and that portion of Bronson Avenue lying North of State Highway 33 in the City of Portage, Columbia County, Wisconsin as described in the attached Exhibit A; and

WHEREAS, pursuant to Section 66.1003 of Wisconsin Statutes, the Common Council initiated proceedings on April 10, 2014 at a meeting of the Common Council, to discontinue portions said Streets; and

WHEREAS, a public hearing on the passage of such resolution was set by the Common Council, which hearing was scheduled for May 22nd, 2014 at 6:50 p.m. in the Council Chambers, and written notice of such meeting was duly served on the owners of all of the frontage of the lots and lands abutting upon those portions sought to be discontinued as provided by law; and

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

WHEREAS, a public easement for utilities, as described on the attached Exhibit B, shall be specifically reserved by the City of Portage.

NOW THEREFORE IT IS HEREBY RESOLVED by the Common Council of the City of Portage that the City Street set forth above is hereby vacated and discontinued, and that pursuant to Section 66.1005 Wisconsin Statutes such

discontinuance shall not terminate any other easements acquired or rights of the public in any of the underground structures, improvements or services as enumerated or otherwise existing in the public way, but such easements and rights and all rights of entrance, maintenance, construction and repair shall continue as if such public way had not been discontinued.

IT IS HEREBY FURTHER RESOLVED that a public utility easement as described on the attached Exhibit B is reserved by the City of Portage.

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

DATED this 22nd day of May, 2014.

W.F. "Bill" Tierney, Mayor

Attest:

Marie A. Moe, WCPC/MMC, City Clerk

Resolution requested by:
Plan Commission

EXHIBIT A

Portion of Old Hwy 33 Right-of-way and Bronson Avenue Right-of-way to be vacated:

Being a part of Grignon Claim No. 21 and a part of Block 186, Webb & Bronson's Plat of the Town of Fort Winnebago located in Section 4, Town 12 North, Range 9 East, City of Portage, Columbia County, Wisconsin described as follows:

Commencing at the north quarter corner of said Section 4;
thence South 01°26'44" West along a line connecting the North Quarter corner with the South Quarter corner of said Section 4, 709.35 feet;
thence North 88°33'16" West, 355.02 feet to the point of beginning;
thence North 63°10'03" West along the southeasterly extension of the northeasterly right-of-way line of Bridge Street, 11.26 feet to the most southerly corner of Block 68, Webb & Bronson's Plat of the Town of Fort Winnebago;
thence North 13°23'10" East along the westerly right-of-way line of Bronson Avenue, 541.13 feet to a point in the Northwesterly line of Grignon Claim No. 21;
thence North 51°59'11" East along said Northwesterly line of Grignon Claim No. 21, 80.14 feet to a point in the easterly right-of-way line of Bronson Avenue;
thence South 13°23'10" West along the easterly right-of-way line of Bronson Avenue, 119.68 feet to a point in the Northwesterly right-of-way line of Old Highway 33;
thence Northeasterly along a 883.00 foot radius curve to the right in the Northwesterly right-of-way line of Old Highway 33 having a central angle of 01°43'55" and whose long chord bears North 33°37'10" East, 26.69 feet;
thence continuing Northeasterly along the Northwesterly right-of-way line of Old Highway 33 along a 183.00 foot radius curve to the right having a central angle of 47°35'22" and whose long chord bears North 58°17'10" East, 147.67 feet;
thence North 82°04'51" East along the Northwesterly right-of-way line of Old Highway 33, 10 feet more or less to a point in the waters edge of the Fox River;
thence southwesterly along the waters edge of the Fox River, 70 feet more or less to a point in the Southeasterly right-of-way line of Old Highway 33;
thence Southwesterly along a 117.00 foot radius curve to the left in the Southeasterly right-of-way line of Old Highway 33 having a central angle of 42°31'29" and whose long chord bears South 55°45'14" West, 84.86 feet;
thence Southwesterly along a 817.00 foot radius curve to the left in the Southeasterly right-of-way line of Old Highway 33 having a central angle of 21°06'19" and whose long chord bears South 23°56'20" West, 299.25 feet;
thence South 13°23'10" West along the Southeasterly right-of-way line of Old Highway 33, 65.71 feet;
thence southwesterly along a 1,687.02 foot radius curve to the left having a central angle of 04°44'11" and whose long chord bears South 36°38'32" West, 139.42 feet to the point of beginning.

EXHIBIT B

20 Foot Wide Utility Easement Reserved for Benefit of the City of Portage:

Being a part of Grignon Claim No. 21 and a part of Bronson Avenue right-of-way, Webb & Bronson's Plat of the Town of Fort Winnebago, located in Section 4, Town 12 North, Range 9 East, City of Portage, Columbia County, Wisconsin described as follows:

Commencing at the north quarter corner of said Section 4;
thence South 01°26'44" West along a line connecting the North Quarter corner with the South Quarter corner of said Section 4, 709.35 feet;
thence North 88°33'16" West, 355.02 feet to a point in the west right-of-way line of State Trunk Highway 33;
thence Northeasterly along a 1,687.02 foot radius curve to the right in the west right-of-way line of State Trunk Highway 33 having a central angle of 00°38'27" and whose long chord bears North 34°35'40" East, 18.87 feet to the point of beginning;
thence North 12°48'06" East, 343.63 feet;
thence South 77°11'54" East, 20.00 feet;
thence South 12°48'06" West, 296.48 feet to a point in the west right-of-way line of State Trunk Highway 33;
thence Southwesterly along a 1,687.02 foot radius curve to the left in the west right-of-way line of State Trunk Highway 33 having a central angle of 01°44'23" and whose long chord bears South 35°47'05" West, 51.22 feet.

