

**City of Portage Common Council Meeting
Council Chambers of City Municipal Building
115 West Pleasant Street, Portage, WI
Regular Meeting – 7:00 p.m.
July 24, 2014
Agenda**

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Approval of Agenda
5. Minutes of Previous Meeting
6. Presentation from John Wasserburger on Synthetic THC
7. Consent Agenda
 - A. Reports of Sub-Committees, Boards, and Commissions
 1. Library Board, July 8, 2014
 2. Park and Recreation Board, July 8, 2014
 3. Business Improvement District Board of Directors, July 9, 2014
 - B. License Applications
 1. Operator
8. Committee Reports
 - A. Legislative and Regulatory Committee, July 7, 2014
 1. Consideration of recommendation of Operator License application for David N. Bader
 - B. Municipal Services and Utilities Committee, July 9, 2014
 1. Consideration of recommendation for adjustment to sewer bill for 123 East Cook Street
 - C. Finance/Administration Committee, July 14, 2014
 1. Consideration of recommendation for award of contract for 2014 Street and Utility Improvements
 2. Consideration of recommendation of award of contract for Electrical Service Work for street lights and miscellaneous repairs for 2014, 2015, 2016

3. Consideration of recommendation for Premiere Rolling Woods Developer's Agreement
 4. Consideration of recommendation on insurance claim from Paula Stedman
 5. Consideration of recommendation on insurance claim from Kim Kelly
 6. Consideration of recommendation for Insured Cash Sweep Program
 7. Consideration of recommendation for CDBG Contract with Central Wisconsin Community Action Council
9. Old Business
- A. Ordinances
 1. Ordinance No. 14-014 relative to Offenses Against Public Safety and Peace (Bow Fishing Provision)
 2. Ordinance No. 14-015 relative to Zoning Lots 4, 5, 6, 7, 8 of Block 148; Webb & Bronson's Plat of the Town of Fort Winnebago – City Plat, also Vacated Jackson Street Along Lot 8. Located at 635 East Mullett Street
10. New Business
- A. Ordinances
 1. Ordinance No. 14-016 relative to Parking Regulations (Eastridge Drive)
 2. Ordinance No. 14-017 relative to Common Council Meeting Attendance
 - B. Resolutions
 1. Resolution No. 14-035 relative to Permitted Areas for Bow Hunting and Fishing
 - C. Letter of Resignation from Ald. Oszman
 - D. Mayor's Comments
 1. Portage Pride reminder
 2. Alderperson vacancy update
 - E. City Administrator's Report
 1. Election Update
 2. Lunch Program at Library
 3. Levee Inspection & Certification
 4. Storm Water Utility Update
11. Adjournment

Common Council Public Hearing
City of Portage

Council Chambers
City Municipal Building

July 10, 2014
6:55 p.m.

Consider rezoning Lots 4, 5, 6, 7, 8 of Block 148; Webb & Bronson's Plat of the Town of Fort Winnebago – City Plat; also Vacated Jackson Street along Lot 8 (tax parcel 328.02) located at 635 East Mullett Street, City of Portage, Columbia County, Wisconsin

Mayor Tierney called the Public Hearing to order at 6:55 p.m.

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

Absent: Ald. Hamburg

Also Present: Mayor Tierney, City Clerk Moe, City Administrator Murphy, City Attorney Spankowski, Manager of Parks and Recreation Kremer

Media Present: Shannon Green from Portage Daily Register, Bill Welsh from Cable TV

Clerk Moe read the Notice of Public Hearing and stated that the notice has been published according to law, and an Affidavit of Mailing is on file.

Mayor Tierney asked for the first time if anyone present wished to speak for or against the rezoning.

Carl W. Johnson, Saddle Ridge, owns property on East Mullett Street and questioned if utilities on the street would be extended; and what potential tax changes would occur if the property is rezoned. Mayor Tierney informed Mr. Johnson that the purpose of a public hearing is to inform the council if one is for or against the proposal; but that staff will contact him to answer his questions.

Rick Taylor, 235 West Howard Street, is the property owner requesting the zoning change and stated he is in favor of the change. Mr. Taylor's plan is to have revenue from the property and will be constructing a storage building.

Mayor Tierney asked for the second and third time if anyone present wished to speak for or against the rezoning.

No one else present wished to speak for or against the rezoning; so Mayor Tierney declared the Public Hearing closed at 6:58 p.m.

Marie A. Moe, WCPC, MMC
City Clerk

Common Council Proceedings
City of Portage

Regular Meeting
Council Chambers
City Municipal Building

July 10, 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. Charles, Dodd, Hamburg, Havlovic, Klapper, Lynn, Maass, Monfort, Oszman

Also Present: Mayor Tierney, City Clerk Moe, City Administrator Murphy, City Attorney Spankowski, Manager of Parks and Recreation Kremer

Media Present: Shannon Green from Portage Daily Register, Bill Welsh from Cable TV

3. Pledge of Allegiance

The Pledge of Allegiance was said.

4. Approval of Agenda

No changes.

5. Minutes of Previous Meeting

Motion by Klapper, second by Maass to approve the minutes of the June 26, 2014 Common Council meeting and Public Hearings. Motion carried unanimously on call of roll.

6. Presentation from Dimension IV on the Veterans Memorial Field Master Plan and Public Works/Parks and Recreation Building Needs Facility Plan Study

Jim Gersich, representing Dimension IV and landscape architect Kate Stalker presented the concept and budget report for the Veterans Memorial Field Master Plan and Public Works/Parks and Recreation Building Needs Facility Plan Study. The report will now go to the Municipal Services and Utilities Committee and the Park and Recreation Board for further review.

7. Presentation from Portage Pride

Janis Nowak, JoAnne Genrich and Jerry Indermark were present to discuss "Portage Pride". Ms. Nowak explained the work being done since the first meeting in February. The purpose of group is to encourage people to have pride in the community. The group is holding a Citywide

Clean-up day on August 16th and requested that each Alderperson give the group an address of a property in their district that could use "sprucing" up.

8. Consent Agenda

Reports of Sub-Committees, Boards, and Commissions

Park and Recreation Board meeting of June 10, 2014

Business Improvement District Board of Directors meeting of June 11, 2014

Cable TV Commission meeting of June 18, 2014

Joint Review Board meeting of June 24, 2014

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

License Applications

Operator applications for the following: Jose Alejandres Prado, Alonso Aranda, Donna J. Boehm, Matthew F. Bremer, Justine M. Doucette, Jennifer A. Green, Ronald G. Jacob, Kirpal Kaur, Hannah B.G. Malone, Samantha G. Marks, Dawn M. Nelson, Rhea R. Paul, Omar Sandoval, Sandra M. Schmerling, Diane M. Sweeney, Seth C. Thomas, Clementine Zabler, Richard E. Ziemke.

Taxi Cab Operator for Kimberly A. Sikorski.

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

9. Committee Reports

Legislative and Regulatory Committee meeting of June 19, 2014

Human Resources Committee meeting of July 1, 2014

Finance/Administration Committee meeting of July 10, 2014

Motion by Dodd, second by to approve of claims in the amount of \$862,506.97. Motion carried unanimously on call of roll.

10. Old Business

None.

11. New Business

Ordinances

Ordinance No. 14-014 relative to Offenses Against Public Safety and Peace (Bow Fishing Provision) received its first reading.

Ordinance No. 14-015 relative to Zoning Lots 4, 5, 6, 7, 8 of Block 148; Webb & Bronson's Plat of the Town of Fort Winnebago – City Plat; also Vacated Jackson Street Along Lot 8,. Located at 635 East Mullett Street received its first reading.

Resolutions

Resolution No. 14-034 relative to Authorizing City Staff to Execute Tenant Lease & Service Agreements at Portage Enterprise Center was read and adopted 8 to 1 on motion by Oszman, second by Maass and call of roll with Lynn voting no.

Consideration of recommendation for Sheryl L. Firari as successor agent for PR Partners LLC, 2905 New Pinery Road

Motion by Maass, second by Charles to approve Sheryl L Firari as successor agent for PR Partners LLC, 2905 New Pinery Rd. Motion carried unanimously on call of roll.

Consideration of Waiver of Noise Ordinance for American Cancer Society Relay for Life Event July 18 and 19, 2014

Motion by Dodd, second by Oszman to approve a waiver of the noise ordinance for American Cancer Society Relay for Life Event July 18th beginning at 6:00 p.m., ending July 19th at 9:00 a.m. Ald. Maass was concerned with the P.A. system being allowed all through the night. Motion by Maass, second by Lynn to amend the motion to have the P.A. system not used past midnight. Ald. Oszman stated that he isn't aware of problems with noise in past years, as event organizers are respectful and do turn down the sound; and the council has approved the waiver in the past. The amendment carried 6 to 3 on call of roll with Dodd, Klapper and Oszman voting no. The original motion, as amended, passed unanimously on call of roll.

Mayor's Comments

The summer newsletter is available on the city's website and at the counter. Mayor Tierney will be requesting funds be placed in next year's budget for mailing the newsletters as not everyone has access to the Internet. When the deadline for information for the next newsletter is known, council will be notified.

Discussion and possible action on placement of items on the council agenda.

Ald. Lynn has requested clarification that an alderperson can place any item on a council agenda. Ordinances do allow items to be brought forward. Mayor Tierney informed the council it has been past practice that the Mayor review the agenda prior to posting. Mayor Tierney had concern with bringing items to council without first going through a committee, as the council recently agreed that they were in support of the committee

structure presently in place. Ald. Dodd and Oszman agreed. Ald. Lynn stated that some items may be urgent in nature, needing to be addressed right away by the council. Ald. Dodd stated that any alderperson placing an item directly on the agenda without going through the committee process needs to provide enough background information as why it's on the agenda so that council members can research the item. It was the consensus that pursuant to Section 2-41, alderpersons may request an item to be placed on the agenda, but Council will decide whether to take action or refer it to committee.

Discussion and possible action on providing Alderpersons with passwords to the city website and every password necessary to completely gain access to all the city's business.

Ald. Lynn stated that it is an alderperson's responsibility to oversee all city business, and passwords should be given to alderpersons so that an alderperson's authority would not be restricted in knowing all the city business to do their job. Ald. Lynn had requested the password from the City Administrator to the employee's link on the city website and not received it. According to City Administrator Murphy, the portal is used for employees to access payroll related forms, benefit programs, and policies. Because of the limited broadband capacity, the system may not handle additional access. Additionally, this portal is intended to house employee benefit information. City Administrator Murphy explained that he has asked Ald. Lynn what he information he wanted, so that it could be printed for him; but that Ald. Lynn wanted the password. Council's role is legislative in nature, rule setting and budgeting. It was Ald. Oszman and Hamburg's opinion that council does not need to know some of that information as staff is hired to do the work and council should not micro-manage daily operations. Further, some operations are protected from access due to privacy laws and financial security. Motion by Dodd, second by Hamburg to not issue passwords to alderpersons. Ald. Oszman was excused at 8:56 p.m. Motion carried 6 to 2 on call of roll with Havlovic and Lynn voting no.

City Administrator's Report

The sidewalk project is underway and will continue through August. Vandalism has been an issue. The public was asked to contact the police if they see vandalism occurring.

The resurfacing projects are set to begin the first part of August. The following streets are being removed from this year's schedule: West Marion Street as it was discovered that the sanitary sewer is in need of replacement; West Franklin Street is being delayed due to the water main work needed on New Pinery Road; and East Conant Street has been determined to need water main and sanitary sewer main replacement. The Finance Committee will be considering additional streets for

resurfacing to replace the removed streets. Bid prices are beginning to come in higher than expected.

The alley project will begin in two weeks.

The parking lot at the beach is in the process of being repaired. Further investigation is needed on the retaining wall that needs replacing.

Recycling carts will be delivered and distributed beginning July 21st.

Some of the vehicles included in the budget have arrived with the remainder arriving by the end of summer.

Ald. Maass questioned if the sidewalks that have been grinded are special assessed. City Administrator Murphy explained that the grinding is more of a maintenance issue and is not assessed. According to Ald. Dodd, it was only assessed the first year.

12. Adjournment

Motion by Hamburg, second by Dodd to adjourn. Motion carried unanimously on call of roll at 9:05 p.m.

Marie A. Moe, WCPC, MMC
City Clerk

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

LIBRARY BOARD MEETING Minutes
July 8, 2014

Meeting called to order 12:01

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

Excused: Stevenson, Davis, Gregory

- 1) Motion to approve June 10, 2014 regular meeting minutes. (EV/KV)
- 2) Financial Reports:
 - a) Motion to approve June 2014 Municipal funds claims and Library Restricted funds claims for payment as presented. (BB/NS)
- 3) Director's Report: Shannon Schultz
 - a) Friends of the Library's book sale is July 23-26.
 - b) Friends of the Library purchased a picnic table and planters for the front entryway.
 - c) Library landscaping clean-up event through Portage PRIDE! is scheduled from 8:00 until noon on Wednesday, July 16.
 - d) The first 2 phases of signage have been installed.
 - e) The 2014 Library Director goals were reviewed.
 - f) Jodi Quick was the recipient of the Portage Library Foundation's golf outing prize sponsored by the Library.
 - g) A thank you was received from the Portage Historical Society for use of the Library.
 - h) During June, 280 participated in the "Community Table" Summer Food Service Program.
- 4) Strategic Planning Subcommittee Report:
 - a) Data is still being collected.
- 5) Business:
 - a) The Fire Suppression Maintenance and/or Repair Plan was discussed.
 - b) 2015 Draft Budget was discussed.
 - c) Job descriptions will be presented at the August meeting.
- 6) Meeting adjourned 12:58. (EV/NS)

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

**City of Portage
Park and Recreation Board Meeting
Tuesday, July 8, 2014 , 6:30 p.m.
Conference Room One**

1. Roll Call

The meeting called to order at 6:36 pm by Chairperson Zirbes.

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

Also present: Manager, Dan Kremer, Leslie Hawkinson, Kate Stalker and Jim Gersich of Dimensions IV, Ron Eddy, Fred Galley, Major Duffy, Neal Kreuger, News Reporter, Greg Sauer and Mayor, Bill Tierney.

2. Approval of minutes of June 10th, 2014 meeting

Motion was made by Maass and seconded by Kreckman to approve the minutes, as presented, from the June 10th, 2014 meeting. The motion carried 5-0 on call of roll.

3. Presentation of Master Plan by Dimension IV

Jim Gersich and Kate Stalker explained the historic research, proposed features, best locations and cost estimates of the Veteran's Memorial Field and Parks/Public Works Facility Master Plan to the Park & Recreation Board.

4. Discussion and possible recommendation on Veteran's Memorial Committee.

Mayor Tierney led the discussion on the roll the VFW and American Legion wish to play in the care of Blue Star Park and other Veteran related areas within the city. The redevelopment of the current Blue Star Park Committee could potentially serve as an advisory committee with members from both the VFW and American Legion to work with the Park & Rec board for maintaining and developing future veteran features of Blue Star Park and the city. Major Duffy and representatives from both organizations gave general ideas of what they wish to continue developing to bring back to the board at a later date

Charles made a motion that the group proceed to form the Veteran's Memorial Committee and was second by Maass. Motion carried 5-0 on call of roll.

5. Discussion and possible action on recreation scholarship and fee reductions.

No Action

6. Discussion and possible action on Lincoln Park Playground Equipment.

Kremer lead the discussion of possible upgrades to the playground equipment located at Lincoln Park. Prior to the meeting the Park & Rec Board did a physical walk through of the park.

Messer made a motion to completely remove the old playground structure and put in the new spinning structure suggested by Kremer and second by Charles. Motion carried 5-0 on call of roll.

7. Manager Kremer's Report

Kremer provided updates on the strong recreation participation numbers citing Masters Baseball, Pee Wee Soccer and Karate being some of the most popular activities. A sample board of building materials for the proposed bathroom at Lawton and Siegel Field were passed around for the boards review. A photo of the newly installed Robinson Family dedication bench was shown and noted it is the example for all future dedication benches. Kremer also reported on the success of the 2014 Flea Market and that with opinions collected from venders, he will assess how to modify 2015 Flea Market plans.

8. Adjournment

Motion by Zirbes to all say Aye to adjourn. Motion carried 5-0. Meeting adjourned at 8:02 pm.

Respectfully submitted

Leslie Hawkinson

Park & Recreation Department

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

Present: President- Peggy Joyce, Vice President John Krueger, Treasurer Shane Schmidt, Secretary Dennis Rupers, Ian Dumbleton, Myrna Hooper.

Excused: Maribeth Dorn, Sheila Link

Also present: Director of Business Development Steve Sobiek, Alderman Richard Lynn & Executive Director, Marianne Hanson, Portage Chamber of Commerce.

1. Roll Call

The meeting was called to order at 7:32am by President Joyce.

2. Discussion and request for approval of BID Meeting minutes for June 11, 2014.

President Joyce presented the minutes from June 11, 2014 and asked for a motion to approve the minutes as presented. Motion by Schmidt, second by Hooper to approve minutes for June 11, 2014 meeting. Motion carried unanimously.

3. Discussion and possible action on BID Committee Chairman Reports

Discussion moved to the Grants Committee Report

President Joyce asked the Board to move to agenda item 4.d.) the Grants Committee report due to guest Marianne Hanson, Executive Director of the Portage Chamber of Commerce, being available for only a short time this morning. Hanson came to the Board to ask for a \$1500 grant consideration for additional advertising for the combined Taste of Portage and Sidewalk Days/Car Show event that will be held on August 22-23, 2014, in downtown Portage. The additional funds will be used for additional advertising needs as DPI and the Chamber work to inform everyone that this event will be combined. Motion by Rupers, second by Dumbleton to approve the \$1500 grant to the Portage Chamber of Commerce to be used for additional advertising efforts of the combined Taste of Portage and Sidewalk Days/Car Show event held on August 22-23, 2014, in downtown Portage. Motion carried unanimously.

4. Discussion and possible action on Board resolution to encourage the Columbia County Board of Supervisors to review and consider having all County Services located within the downtown area of Portage.

President Joyce asked the Board to move to agenda item #3 for consideration on the resolution. Joyce introduced guest, Alderman Richard Lynn. President Joyce asked Alderman Lynn what he thought was required for the County to have all of the County Services located in downtown Portage. Lynn stated that the County is looking for the City to offer parking space to reduce the County's costs for their project. Rupers stated that he has not seen a plan that offers the County a concrete plan that would encourage the County to move all services downtown and to answer the questions of ample parking and potential traffic issues that the City could face if all of the county services were located downtown. Rupers asked Lynn if he was aware of such a plan and Lynn stated that he was not and that the city has not made a formal offer ample parking space to the County. President Joyce asked that the BID Board Members please attend the formal County meetings to ensure that the Downtown Portage plan is brought up at the meetings since it is not one of the formal concepts going to be presented. Treasurer Schmidt added that there are 3 County Supervisors that represent districts within Portage and due to outside influence; some don't want to

spend the County's planned spending of \$55,000,000 for this project. Vice President Krueger added that he was sure that the Lawyers will be attending the meetings and bringing up the downtown concept at each meeting, as well. President Joyce asked Alderman Lynn what he felt would be an effective resolution for the BID Board to consider. Lynn stated that if the BID Board was in favor of all County services to be located downtown, they should support the idea of the City supplying the parking for the County so that it reduces their costs. Rupers asked Lynn if there was talk among the City Council supplying the required parking space for the County, and Lynn stated, "Yes, there was." President Joyce stated that the Executive Committee will work on drafting the resolution for the Board to discuss with possible action.

5. Discussion and possible action on BID Committee Chairman Reports

Discussion moved to Executive Committee Report.

President Joyce presented the Executive Committee report and asked that Vice President Krueger give an update on the Marketing Committee's plan for 2015. Krueger stated that the committee is currently working with Brad from the Portage Chamber/Tourism and that he will be making a marketing plan package presentation to the committee that will include partnering with higher levels and more effective advertising. Krueger will take the numbers from that meeting and use within the 2015 Marketing Budget what the committee feels will be best for BID.

President Joyce asked Vice President Krueger for an update on how the 2015 Budget Planning Process is progressing. Krueger stated that he has not heard from the committees on their budget requests, so if he doesn't hear, he will forward a budget to the Board to consider using the 2014 budget plan. President Joyce asked the committees to provide their own budget ideas to Vice President Krueger within one (1) week or he will use the 2014 budget numbers. President Joyce asked the Executive Committee to prepare the 2015 BID Budget for discussion and possible action at the August 13, 2014 meeting.

President Joyce moved to the discussion of Director Shadel's letter of resignation. She said that she has no choice but to accept his resignation and has asked the BID Board to consider accepting Shadel's letter of resignation. Motion by Joyce, second by Schmidt to accept Director Shadel's letter of resignation. Motion carried unanimously. Treasurer Schmidt wanted to publicly thank Chris Shadel for his service to the BID these past 6 ½ years. The Board agreed whole heartedly. Joyce added that this leaves an opening for the Contractor Committee Chairperson along with the ninth member of the Board. She asked that if someone is aware of an eligible candidate to serve on the BID Board, Joyce asked that we let her know for consideration at the August 13, 2014 meeting.

President Joyce moved to discuss her discussion item for adding the Alderman Representative on BID Board and Executive Committee. Joyce stated that Alderman Doug Klapper requested to be added to the BID Executive Committee. Joyce suggested that we not add a 10th member to the BID Board so that we avoid an even number of members in case of a tie on items requiring action. Schmidt added that if the Alderman for the BID was going to be a working BID Board member and in regular attendance to the meetings, he would consider the Alderman position as a BID Board Member. However, if not able to be a working member and regularly attend the meetings, then Schmidt would not agree. The BID Board was in agreement with this position and decided to not take any action on this request.

Discussion moved to Buildings & Grounds Committee report.

Director Schmidt presented the Building & Grounds report that he forwarded to the Board the previous week. All agreed that they received and reviewed the report.

Director Dumbleton stated that he is currently working with DJ Fencing to get a quote for installing a fence at the storage shed to securely store BID equipment and materials.

Schmidt added that the committee decided to not purchase the bucket for the UTV at this time as there wasn't an apparent need at this time.

Schmidt stated that Bob Redelings from the City asked if the BID would like to have recycling containers placed at specific locations. Schmidt stated that he asked that one be placed at Commerce Plaza, Market Square, the Levee head and the canal entrance by the Library. Schmidt added that Building & Grounds and Streetscape committees are working with the City on the Tree project throughout the downtown. Currently Phase one is being devised and will hope to have an update presented at the August meeting.

Schmidt completed his report asking that the Board consider placing the contractor responsibilities underneath the Building & Grounds Committee and create a new Farmers Market Committee. It makes better sense to have the Building & Grounds Committee oversee the Contractor and its duties. The Contractor duties with the Farmers Market would be better served with a specific committee to provide more focus and growth potential. Rupers agreed that the Farmers Market should be its own focus and that we would need to consider a Bylaws change again this year. President Joyce asked that Rupers draft a Bylaws change for the Board to discuss and consider for possible action. Alderman Lynn added that he has received calls asking that the Farmers Market be moved to the Market Square location. Lynn added that he thinks that a greater focus on the Farmers Market is a very good idea.

Discussion moved to Contractor Committee report.

President Joyce moved to the Contractor's report and stated that the Farmers Market is going well and more vendors are attending. The Contractor had 10 brackets made to use for hanging baskets throughout BID.

Treasurer Schmidt added that Director Hooper did purchase 6-pieces of metal art but he has not received the invoice yet. Joyce added that she was not aware of this purchase and will therefore get together with Hooper to get up to speed on that purchase. Schmidt also added that the Contractor, Scott Davis has a future project in looking at an option for adding a water tank to UTV for watering plants, trees, etc. Currently, Scott is using the ATV that has the water tank attached to it. Motion by Krueger, second by Schmidt to approve the June 2014 Contractor's Report. Motion carried unanimously. Report is attached as Addendum 1.

Director Myrna Hooper was excused at 8:15am.

6. Discussion moved to remaining Committee reports.

President Joyce directed the Board back to the remaining BID Committee reports where action was not needed.

Discussion moved to Marketing Committee report.

President Joyce moved to the Marketing Committee report and stated that much of the discussion was already completed at the Executive Committee report. President Joyce stated to Vice President Krueger that she will provide the name and telephone number for him to contact the Web Design Vendor. Rupers added that maybe the committee could consider using the services of the technical colleges in the area to work on the social media project for the BID Board. Krueger added that there may be problems with maintenance and updating when not having a hired contractor to maintain the social media modules. Steve Sobiek added that another option to consider is a municipality website design firm called "GovOffice," as they have a wealth of experience and knowledge in working with municipalities all over the country.

Discussion moved to Streetscape Committee report.

President Joyce presented her report stating that the Streetscape committee is working with the City regarding tree replacement. Joyce reiterated her meeting with Joel Englund, the architect of the Chamber Plaza, and stated that Joel was willing to replace dead shrubs and plants and prune

where necessary, as well as fix plugs that are inoperable. Joyce added that Jeff Grothman asked that the BID Board consider having the contractor water the flowers that he planted along the wall that shuts off the street to the east of his business. Joyce added that she will get together with Director Hooper regarding the purchased metal artwork and make sure that the invoice is sent to Treasurer Schmidt.

7. Discussion on the 2015 Budget Planning Process

President Joyce stated that this was already discussed in the Executive Committee report and that we can move on unless anyone had more to add.

8. Discussion and update on involvement with Downtown Portage, Inc. (DPI)

No report presented.

9. Discussion and possible action on treasurer's report.

Claims to pay

Treasurer Schmidt presented the Claims to Pay Voucher list for July, 2014. Schmidt presented the Claims to pay for June in the amount of \$2899.54. Motion by Krueger, second by Dumbleton to approve the presented Claims To Pay list in the amount of \$2899.54. Motion carried unanimously. Claims to pay list included as Addendum 2.

Financials – June 2014

Treasurer Schmidt presented the June 2014 Financials to the Board. Schmidt stated that the BID May Financials were accurate and balanced and that the \$500 expenditure to Jag Courts, Inc. for Gym Banner was previously corrected by the City Treasurer, Jean Mohr, a few months back. Motion by Dumbleton, second by Krueger to approve the June 2014 Financials, Motion carried unanimously.

President Joyce moved to discuss in further detail the creation of the Resolution regarding the BID Board's position with relation to the location of the County Services. Steve Sobiek suggested to the Board that they use a recent city council resolution as a template to format the resolution and use the Board's desired specific language. President Joyce asked that the Executive Committee formulate a draft of the resolution for the Board to consider at the August meeting. She would like it to contain verbiage that encourages the County to move all the services downtown and that the City consider an investment in land for ample parking within the downtown to reduce the County's costs so that this would encourage the County to move their services to the downtown area.

10. Adjournment

Motion by Joyce, second by Krueger to adjourn the meeting at 8:42. Motion carried unanimously.

Respectfully Submitted by Dennis Rupers, BID Secretary.

**2014
City of Portage
Business Improvement District**

July Schedule of Vouchers

#	Date	Charge Acct	Invoice #	Amount	Vendor	Description	Account #	Description
1				\$2,500.00	BKO, LLC - Scott Davis	June 2014 Services	241	Custodial Services
2	6/26/2014	118698-013	11868U06272014	\$8.17	Alliant Energy	BID Building Electrical	221	Electrical & Gas
3	6/30/2014		1026	\$30.00	Dennis Rupers	Reimburse for appetizers @ Corner Pocket for Exec Meeting	295	Miscellaneous Business Exp
4	6/26/2014		466	\$220.00	S&M Custom Welding	Fabricate 11 Plant Hangers	860	Small Equipment
5	6/11/2014		Scott 617-9232	\$141.37	Design 1 Apparel	BID Shirts-Lg Screen/7-T's/1-Hoodie	860	Small Equipment
6								
7								
8								
9								
10								

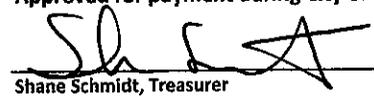
Total: \$2,899.54

Pre Paid Expense Account #055

1	6/26/2014		Pre-Paid	\$2.95	Walgreens Balance	Monthly Fee	590	Bank Fees
2	6/25/2014		Pre-Paid	\$18.48	Tractor Supply	Pump Fitting & Spray Wand	860	Small Equipment
3	6/7/2014		Pre-Paid	\$51.00	Market Basket	Diesel	342	Gasoline/Oil
4	7/1/2014		Pre-Paid	\$16.26	Tractor Supply	Self tapping screws 50pk & Socket	860	Small Equipment
5	7/3/2014		Pre-Paid	\$5.88	Portage Lumber	Hose fittings	860	Small Equipment
6	7/3/2014		Pre-Paid	\$20.85	Market Basket	Diesel	342	Gasoline/Oil
7								
8								
9								
10								

**Total: \$115.42
Balance On Card: \$1,075.31**

Approved for payment during City of Portage Business Improvement District Committee meeting dated 7/9/2014.


Shane Schmidt, Treasurer

7/10/2014
Date

2014 Monthly BID Maintenance Contractor Report 06/01/14-06/30/14

To: BID Board

From: Scott Davis

Farmers Market:

- The Farmers Market is going well more vendors are showing up with different products. more people seem to be showing up when the weather is nice.

BID Building:

-

Miscellaneous :

- The flowers are looking good. Randy and I made 10 more metal flower brackets. Installing brackets on the light poles. Picked up the rest of the hanging baskets at Links and hung them up. some people are messing with the flowers but they still look good.

City of Portage

Operator's Regular

RANDY A. ANHALT

TRACY L. BENEVENTI

BETHANY J. CZERKAS

PATRICIA H. HINICKLE

MONICA G. MILLARD

MELODY K. PFUTZENREUTER

DANNIELE R. TUTTLE

**City of Portage
Legislative & Regulatory Committee Meeting
Monday, July 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, Alderperson Richard Lynn

Media Present: Bill Welsh from Cable TV and 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 June 19, 2014. Motion carried unanimously on call of roll.

3. Discussion and possible recommendation regarding wellhead protection ordinance

Administrator Murphy stated this change is due to change in guidelines. This is an overlay zoning around municipal wells. The two zones are water capture zones with Zone 1 being 5 year and Zone 2 being 50 year. Currently Zone 2 is a circle around Zone 1 with size of the circle relative to how big the well is. The proposed change from the UW-Extension is to make Zone 2 a plume in the direction of the water flow to best capture the 50 year water recharge. An additional change to the ordinance is to include the utility superintendent in the Technical Review committee. A benefit of this update is the proposed shared salt shed would no longer be prohibited by zoning. If a business would propose changes to their buildings the technical review committee can assist to make sure the changes are allowable. This ordinance will next go to Plan Commission, then Council Public Hearing and then Council if approved. Motion by Havlovic, second by Hamburg to recommend to Plan Commission proposed wellhead protection ordinance. Motion carried unanimously on call of roll.

4. Discussion and possible recommendation on revised no parking on Eastridge Drive

The revision includes no parking along the north curb line of Eastridge Drive adjacent to Pierces to Business 51. Chief Manthey assessed the area and suggested including this area. Motion by Charles, second by Havlovic to recommend to council Ordinance Relative to Parking Regulations as presented. Motion carried unanimously on call of roll.

5. Discussion and possible recommendation regarding Common Council attendance policy

The current policy needed to be updated. Clerk Moe stated not many municipalities have ordinances regarding this topic. The current ordinance was updated to include different methods of communication besides written. Committee stated if the change is put in effect, it needs to be enforced. Motion by Hamburg, second by Monfort to recommend to Council proposed update to Sec. 2-44 Conduct of deliberations. Motion carried unanimously on call of roll.

6. Discussion and possible recommendation on permitted areas for bow hunting

The map is to go along with the ordinance for bow hunting and bow fishing. Silver Lake is included and the map will be updated to reflect that. Motion by Maass, second by Monfort to recommend to Council the map for permitted areas for bow hunting. Motion carried unanimously on call of roll.

7. Discussion and possible recommendation regarding Sheryl L. Firari as successor agent for PR Partners LLC, 2905 New Pinery Road (Class "B" Fermented Malt Beverage and "Class C" Wine License) Motion by Charles, second by Monfort to recommend Sheryl L. Firari as successor agent for PR Partners LLC, 2905 New Pinery Road (Class "B" Fermented Malt Beverage and "Class C" Wine License. Motion carried unanimously on call of roll.

8. Discussion and possible recommendation on operator license for David N. Bader

License was denied by Chief Manthey for false information on the application. Motion by Charles, second by Hamburg to recommend denial of operator license for David N. Bader for false information on the application. Motion carried unanimously on call of roll.

9. Adjournment

Motion to adjourn by Charles, second by Havlovic. Motion carried unanimously on call of roll at 7:47 pm.

Rebecca Ness
Deputy Clerk

Applicant Name: Bader David N
Last First Middle Initial Maiden

1. How long have you continuously resided in the State of Wisconsin prior to the date of this application?
3 1/2 yrs prior 19 yrs

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

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

3. Have you ever been arrested or convicted of violating any other laws of the United States, State, County, City, Village or Town, relating to the use or abuse (either as an adult or juvenile) of alcohol or controlled substances within the past 5 years? Yes No
If YES, describe the circumstances and give conviction date and jurisdiction where convicted.
Description: _____
Conviction Date: _____ Jurisdiction where convicted: _____

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

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

6. Have you held an Operator License in the past two years? Yes No
If yes
Municipality License issued by: July Date Issued: 2012

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

7. Have you ever had an Operator License denied or revoked by the City of Portage? Yes No
If YES, explain when and why _____

8. Name of the licensed establishment(s) where you will be working. Kwik Trip South

READ CAREFULLY BEFORE SIGNING

The undersigned affirms that he/she is the person named in the foregoing application, that the applicant has read and made a complete answer to each question, and the answers in each instance are true and correct.

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

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

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

Applicant Signature

D.W. Bader

Date

6-10-14

DEPARTMENT RECOMMENDATIONS

Department	Approved	Denied	Signature/Date
City Clerk			
City Treasurer			
Police Chief		X	<i>Ken Mantley 6-23-14</i>

If denied, explain reason

MR. BADER GAVE INACCURATE / FALSE INFORMATION ON THIS FORM. ON QUESTION #4, IT ASKED IF HE HAD ANY CHARGES PENDING + HE CHECKED THE "NO" BOX. WHEN I SPOKE TO HIM ON 6-20-14 ON THE PHONE, HE SAID HE THOUGHT IT MENT ALCOHOL RELATED I POINTED OUT TO HIM IT SAID "ANY" CHARGES. OUR DEPT. CHARGED HIM WITH THEFT FROM AN INCIDENT ON 2-20-14. (HE ADMITTED TAKING OVER \$500.00 OF MERCHANDISE FROM HIS WORKPLACE - ACE HARDWARE.) WHEN I CAME INTO WORK ON 6-23-14, I SAW IN THE COUNTY BRIEFING NOTES THAT DAVID BADER WAS CHARGED CRIMINALLY BY THE COLUMBIA COUNTY SHERIFFS DEPARTMENT ON 6-21-14 FOR THEFT. HE IS ALSO FACING BAIJUMPING CHARGES.

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State of Wisconsin vs. David N Bader [Printable Version \(PDF\)](#)
Columbia County Case Number 2014CM000198

What is RSS? 

Filing Date 04-16-2014	Case Type Criminal	Case Status Open	Court Record Events <input type="radio"/> Ascending Date Order <input checked="" type="radio"/> Descending Date Order
Defendant Date of Birth [REDACTED]	Address [REDACTED]		
Branch Id 1	DA Case Number 2014CO000658		

Charge(s)

Count No.	Statute	Description	Severity	Disposition
1	943.20(1)(a)	Theft-Movable Property <=\$2500	Misd. A	

[View history and details of Charge\(s\)/Sentence\(s\)](#)

Responsible Official George, Daniel	Prosecuting Agency District Attorney	Prosecuting Attorney Genda, Christine M.	Defense Attorney Riek, Amanda Kay
---	--	--	---

Defendant

Defendant Name Bader, David N	Date of Birth [REDACTED]	Sex Male	Race ¹ Caucasian
Address [REDACTED]			Address Updated On 04-16-2014
JUSTIS ID [REDACTED]	Finger Print ID [REDACTED]		
Defendant Attorney(s)			
Attorney Name Riek, Amanda Kay	Entered 04-23-2014		

¹ The designation listed in the Race field is subjective. It is provided to the court by the agency that filed the case.
² Non-Court activities do not require personal court appearances. For questions regarding which court type activities require court appearances, please contact the Clerk of Circuit Court in the county where the case originated.

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Portage Police Department

117 W Pleasant St., Portage, WI 53901

Master Name Report

Person Information Master Name ID 91991

Name (Last, First Middle Suffix) BADER, DAVID N	Race WHITE	Sex M	DOB [REDACTED]	Age 25	
SSN	Moniker	Drivers License [REDACTED]	Type	State WI	Exp. Date 07/04/2018

Addresses

Type	Street Address	City	State	Zip Code	Country
PREVIOUS	[REDACTED]	PORTAGE	WI	53901	USA
PREVIOUS	[REDACTED]	MONTELLO	WI		
PREVIOUS	[REDACTED]	PORTAGE	WI	53901	
HOME	[REDACTED]	PORTAGE	WI	53901	

Phone Numbers

Type	Phone	Ext/PIN
PREVIOUS	[REDACTED]	
PREVIOUS	[REDACTED]	
PREVIOUS	[REDACTED]	
CELL	[REDACTED]	

Email Addresses

Type	Email Address

Occurrences

Date	Reference #	Description	Usage
03/12/2005	2005-01985	PERSON LIST	SUSPECT - BADER, DAVID - <i>warning Hol light</i>
03/12/2005	2005-01985	OWNER	VEHICLE - FORD, ESCORT
03/05/2006	2006-01955	SUMMONS	SUMMONS - G8011393, 03/05/2006 - <i>OAS</i>
05/31/2006	2006-04887	SUMMONS	SUMMONS - G8010155, 05/31/2006 - <i>OAS</i>
05/31/2006	2006-04887	OWNER	VEHICLE - FORD, ESCORT PONY L
03/09/2007	2007-02145	PERSON LIST	SUSPECT - BADER, DAVID - <i>Civil Dispute</i>
10/06/2008	2008-11218	PERSON LIST	SUSPECT - BADER, DAVID - <i>warning exhaust</i>
02/24/2009	2009-01885	SUMMONS	SUMMONS - P237671, 01/13/2009 - <i>snow emergency</i>
05/04/2010	2010-04008	PERSON LIST	WITNESS - BADER, DAVID
07/10/2010	2010-06506	PERSON LIST	REPORTING PARTY - BADER, DAVID
09/20/2010	2010-09005	ENTITY CONTACT	REPORTING PARTY - BUSINESS, MOBIL TRAVEL PLAZA
02/13/2011	2011-01189	PERSON LIST	REPORTING PARTY - BADER, DAVID
05/05/2011	2011-03573	PERSON LIST	REPORTING PARTY - BADER, DAVID
06/10/2011	2011-04830	PERSON LIST	OTHER - BADER, DAVID
07/20/2011	2011-06218	PERSON LIST	OTHER - BADER, DAVID
08/04/2011	2011-06689	PERSON LIST	REPORTING PARTY - BADER, DAVID
08/06/2011	2011-06787	PERSON LIST	REPORTING PARTY - BADER, DAVID
11/14/2011	2011-09902	PERSON LIST	WITNESS - BADER, DAVID
11/15/2011	2011-09949	PERSON LIST	SUSPECT - BADER, DAVID
11/15/2011	2011-09949	OWNER	VEHICLE -
12/08/2011	2011-10575	PERSON LIST	REPORTING PARTY - BADER, DAVID
05/25/2012	12-04755	SUMMONS	SUMMONS - Q3797916, 05/25/2012 - <i>Seatbelt</i>
02/20/2014	14-01638	PERSON LIST	ARRESTEE - BADER, DAVID - <i>Theft</i>
02/20/2014	14-01638	PERSON LIST	SUSPECT - BADER, DAVID

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Case Search Results

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Case Number	Filing Date	County Name	Case Status	Name	Date of Birth	Caption
2014TR000702	02-10-2014	Columbia	Closed	Bader, David N		Columbia County vs. David N Bader
2014CM000198	04-16-2014	Columbia	Open	Bader, David N		State of Wisconsin vs. David N Bader
2013UC000068	07-31-2013	Columbia	Filed Only	BADER, DAVID N		Dept. of Workforce Development vs. DAVID N BADER
2013TR001051	08-13-2013	Green Lake	Closed	Bader, David N		Green Lake, County of vs. David N Bader
2013SC000996	08-08-2013	Columbia	Closed	Bader, David N		Pro Management, LLC vs. David N Bader et al
2013SC000056	01-11-2013	Columbia	Closed	Bader, David N		Pro Management LLC vs. David N Bader et al
2012TR006943	09-17-2012	Columbia	Closed	Bader, David N		Columbia County vs. David N Bader
2011TR004352	09-12-2011	Columbia	Closed	Bader, David N		Columbia County vs. David N Bader
2011FA000079	03-16-2011	Columbia	Closed	Bader, David N		State of Wisconsin vs. David N Bader
2009TR007266	10-26-2009	Columbia	Closed	Bader, David N		Columbia County vs. David N Bader
2009CT000156	04-23-2009	Columbia	Closed	Bader, David N		State of Wisconsin vs. David N Bader
2009CM000013	02-02-2009	Marquette	Closed	Bader, David N		State of Wisconsin vs. David N Bader
2009CM000013	02-02-2009	Marquette	Closed	Bader, David Nathaniel		State of Wisconsin vs. David N Bader
2007SC000014	01-09-2007	Columbia	Closed	Bader, David N		Creative Finance Inc vs. David N Bader
2006CM000330	05-31-2006	Columbia	Closed	Bader, David N		State of Wisconsin vs. David N Bader
2005PA000056PJ	04-12-2006	Columbia	Closed	Bader, David N		In Re the Paternity of LJT

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Ken Manthey

14-37261 06/21/2014 13:57:59
33, MARCELLON Weber, Christopher

THEFT W7188 HWY

MISSING 36 ALUMINUM GARAGE DOOR PANELS//
MISD CIT FOR THEFT ISSUED TO DAVID

SUSPECT: BADER, DAVID N

DOB/ [REDACTED]

RP: CHAPMAN, SHANE JOSEPH

DOB/ [REDACTED]

Kenneth R. Manthey
Police Chief
Portage Police Department
117 West Pleasant Street
Portage, WI 53901
608-742-2174
ken.manthey@portagewi.gov

If you want to go fast, travel alone. If you want to go far, travel together. African Proverb

**City of Portage
Municipal Services and Utilities Committee Meeting
Wednesday, July 9, 2014 5:30 p.m.
Municipal Building, 115 West Pleasant Street, Conference Room One
Minutes**

Members Present: Doug Klapper, Chairperson; Rick Dodd, Mary E. Hamburg (arrived at 5:58 p.m.), Jeffrey F. Monfort.

Excused: Michael G. Oszman

Others Present: Bill Welsh, Cable TV; Tammy O'Leary, Public Works Secretary; Craig Sauer; Portage Daily Register; Robert Redelings; Public Works Director; Tom Bowman and Shawn Murphy; City Administrator.

1. Roll Call

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

2. Approval of meeting minutes from previous meetings on 5/28 and 6/5/14.

Motion by Dodd second by Monfort to approve the minutes of 5/28 and to approve the minutes of 6/5 with the addition of Shawn Murphy; City Administrator to the others present.

Roll Call 3-0 Passed.

3. Discussion regarding utility customer (Tom Bowman) complaint.

Redelings explained Mr. Bowman had a renter that did not pay the water bill and the end result was the water was turned off. Tom Bowman the landlord was not notified of the shut off until he arrived at the property after the tenants had left. Mr. Bowman had paid the bill but requested a 60 day notice be provided in the future. City Administrator Murphy stated with the new ACT 274 effective January 2015 there will be changes made to the policy along with other possible updates. The proposed changes will be brought to the meeting at future date for the start of the approval process.

4. Discussion and possible action on sewer bill adjustment at 123 E. Cook St.

Redelings stated that Richard Lynn is looking for a credit to the sewer bill at 123 E. Cook St. due to a broken water pipe. Per Kevin Bortz's, Water Superintendent, E-mail the water did not enter the sewer system.

Motion by Klapper second by Dodd to approve the \$190.00 credit to the sewer portion of the bill for 123E. Cook St. Roll Call 3-0 Passed.

5. Discussion and possible action on median/island at Wal-Mart Entrance.

Redelings noted that the median/island at Wal-Mart Entrance is being looked at because it is in need of repair. Redelings stated the reason of the median placement was due to serious accidents at that intersection. Redelings stated that they are working with the Traffic Engineer with MSA and solicited some options. Redelings stated there are multiple suggestions/alternatives being looked at and suggestions will be presented at a future meeting when the options are narrowed down. Dodd noted that he does not want the median removed. Klapper also stated that DOT needs to approve the selected alternative.

6. Discussion and possible action on 2014 Capital Projects.

Redelings gave an overview of the 2014 projects including a comparison of budgeted and actual costs.

Redelings stated that the E. Albert Street reconstruction bid was over budget because of additional storm sewer work that needs to be done.

The contractor and Redelings are working to reduce the scope by about \$40,000. Dodd suggested providing the Spartech building with 2 large laterals where (Spartech) could tie (their roof drains) into.

Klapper also suggested possibly eliminating the sidewalk from the project. Murphy stated that the sidewalk project has already had a public hearing and eliminating it would have little cost savings because of special assessments.

Murphy stated that if a contract is changed by 25% or more that the entire project would need to be re bid.

Mary Hamburg arrived at 5:58 p.m.

With changes in the 2014 Capital Projects and some projects coming under budget, there is roughly \$136,000 available for additional street resurfacing. Redelings stated the Street Superintendent has recommended a few streets be moved up from 2016. The streets proposed are Yellowstone from E. Slifer to Winnebago and Silver Lake Dr. between W. Haertel and W. Albert.

Redelings stated the streets from 2015 cannot be moved up because they are included as a part of other projects.

Motion by Monfort second by Hamburg to proceed with street resurfacing of Yellowstone Avenue (E. Slifer to Winnebago) and Silver Lake Drive (W. Haertel to W. Albert) pending the funding availability. Roll call 4-0 Passed.

7. Discussion and possible action on 2015 Capital Projects.

Redelings gave an overview of the 2015 Capital Projects. Dodd recommended that the projects be updated with total cost (not just the cost of the City) to show actual cost and show the grant portion.

Redelings stated the cost estimate for the E. Haertel street project is significantly higher than shown in the grant application. With the new requirements of storm water retention and land fill requirements the costs have risen significantly. One factor that adds cost is the surcharge to compress water out of the soil over three months before building the road. The costs are preliminary at this time but could be potentially \$300,000 higher than initial estimates. Redelings stated once numbers are updated the information will come back to the committee.

Monfort wanted it stated not to repair the road without doing storm sewer improvements.

8. Discussion and possible action on 5-year Capital Improvement Plan.

Redelings stated due to changes in projects that came up over the year the projects that were scheduled for 2016, 2017, and 2018 will be moved to 2017, 2018 and 2019.

9. Public Works Director's Report

- **East Albert Street Project Update-** This item was previously discussed.
- **Status of Levee Maintenance Program-** Redelings gave an overview of the program stating basically that the City needs to maintain the levee and do annual reporting with 3 year inspections to be performed by the Corps of Engineers. With the City performing their obligations under the agreement, if there is ever a breach to the levee the City's maximum exposure is \$30,000 instead of total damages done to the first ward. Redelings stated that the crews will be looking at clearing the brush along the levee. Klapper stated there is an area of washout behind Crawford Oil and that there is an issue of gophers and groundhogs. Redelings stated that they will look into it.
- **East Wisconsin St – DeWitt St. Project Update-** Redelings stated they are working with the DOT and have narrowed the options to one roundabout and one signal option each for the Dewitt St.-Wisconsin St. intersection. Nothing is concrete at this time but once there are recommendations, it will come back to the committee for consideration.
- **Recycling Cart Program Update-** Redelings stated that the recycling carts will be delivered July 21st –July 24th. He also stated that roughly 100, 95 gallon carts were requested instead of the standard 65 gallon. He indicated a press release will be put in the paper the week of July 14th informing the residents.

- **Report on Costs associated with running water this past winter-** Redelings presented a cost comparison of 2012 and 2013 water & sewer costs to 2014 water and sewer costs. Average cost percentage increase for running the water was 16% and the waster increase was 11%. He stated that the costs were minimal compared to the alternative of not running water. Redelings stated the costs could have been significant without the preventative measure.
- **Report on DOT General Transportation Aids (GTA) Funds** –Redelings stated the City received \$533,000 in funding last year which covers a variety of road related expenses.
- **East Haertel St. Project Update-** Redelings stated the Environmental document is complete and the 60% project plans have been submitted to the DOT for approval. He will be obtaining Real Estate acquisition training to assist with that project element in the coming months.

10. Adjournment

Motion by Dodd, second by Monfort to adjourn the meeting at 6:51p.m. Motion carried unanimously on call of roll.

Prepared by Tammy O'Leary, Public Works Secretary.

Bob Redelings

From: lynnholdings <lynnholdings@sbcglobal.net>
Sent: Thursday, June 19, 2014 2:22 PM
To: Bob Redelings
Subject: Water bill

To: Bob Redelings
Director of public works

Hi Bob,

I am requesting an adjustment on sewer bill for 123 E. Cook St. due to broken water pipe. And 215 W. Albert St. due to broken pipe and ordered to leave water on in the winter, so not to freeze the pipe.

Thank you,
Richard Lynn
Lynn Properties, LLC

Sent via the Samsung Galaxy Tab 2 10.1, an AT&T 4G LTE tablet

Bob Redelings

From: Kevin Bortz
Sent: Friday, March 21, 2014 1:34 PM
To: Bob Redelings
Subject: "sewer credit" 123 E. Cook

Bob, I met Richard Lynn at 123 E. Cook to verify no water going down the sewer. He had a 1/2" copper water line break. Richard said the water was all over the floor in the dining area. I also told him to write a letter "Sewer Credit" to City Hall/per Bob Redelings to get him on the next meeting. Thanks, Kevin.

This email is on a publicly owned system, subject to open records and archival requirements under Wisconsin State Law. This email and any attachments may contain confidential information that is exempt from disclosure under applicable law. If you received this email in error, please notify the sender, delete the email and any attachments and do not use, disclose, or store the information it contains

PORTAGE UTILITIES

Customer History - Account Summary by Number
Report Date(s): 01/01/2013 to 06/30/2014

Page: 1
Jun 19, 2014 03:41pm

Report Criteria:

Customer Cust No = 70135107

7.01351.07 LYNN PROPERTIES

123 E COOK ST

Account Summary:

Period	Water	Sewer	WTPN	SWPN	Billings	Adj	Payments	Oth	Balance
12/31/2012									66.93
01/31/2013	28.50	44.49	-	-	72.99		66.93 -		72.99
02/28/2013	25.30	41.63	-	-	66.93		72.99 -		66.93
03/31/2013	22.10	38.77	-	-	60.87		66.93 -		60.87
04/30/2013	18.90	35.91	-	-	54.81		60.87 -		54.81
05/31/2013	22.10	38.77	-	-	60.87		54.81 -		60.87
06/30/2013	18.90	35.91	-	-	54.81		60.87 -		54.81
07/31/2013	28.50	44.49	-	-	72.99		54.81 -		72.99
08/31/2013	105.30	113.13	-	-	218.43		72.99 -		218.43
09/30/2013	73.30	84.53	-	-	157.83		218.43 -		157.83
10/31/2013	60.50	73.09	-	-	133.59		157.83 -		133.59
11/30/2013	50.90	64.51	-	-	115.41		133.59 -		115.41
12/31/2013	54.10	67.37	-	-	121.47		115.41 -		121.47
01/31/2014	256.02	250.41	-	-	506.43		121.47 -		506.43
02/28/2014	41.30	55.93	2.56	2.50	102.29		-		608.72
03/31/2014	28.50	44.49	3.00	3.09	79.08		-		687.80
04/30/2014	31.70	47.35	3.31	3.56	85.92		-		773.72
05/31/2014	34.90	50.21	3.66	4.07	92.84		-		866.56
06/18/2014	43.98	50.72	-	-	94.70		-		961.26
06/30/2014	-	-	-	-	-		-		961.26
Totals:	944.80	1,181.71	12.53	13.22	2,152.26		1,257.93 -		

Metered Services:

Water Current Rate Table: 114 W COM 1.0"

Period	Read Date	Meter Id	Beg Read	End Read	Usage	Demand	Muliplier	Amount	Status
01/31/2013	01/14/2013	10565652	276	282	6	.0000	1.0000	28.50	
02/28/2013	02/11/2013	10565652	282	287	5	.0000	1.0000	25.30	
03/31/2013	03/13/2013	10565652	287	291	4	.0000	1.0000	22.10	
04/30/2013	04/11/2013	10565652	291	294	3	.0000	1.0000	18.90	
05/31/2013	05/14/2013	10565652	294	298	4	.0000	1.0000	22.10	
06/30/2013	06/12/2013	10565652	298	301	3	.0000	1.0000	18.90	
07/31/2013	07/11/2013	10565652	301	307	6	.0000	1.0000	28.50	
08/31/2013	08/15/2013	10565652	307	337	30	.0000	1.0000	105.30	
09/30/2013	09/13/2013	10565652	337	357	20	.0000	1.0000	73.30	
10/31/2013	10/15/2013	10565652	357	373	16	.0000	1.0000	60.50	
11/30/2013	11/13/2013	10565652	373	386	13	.0000	1.0000	50.90	
12/31/2013	12/13/2013	10565652	386	400	14	.0000	1.0000	54.10	
01/31/2014	01/17/2014	10565652	400	478	78	.0000	1.0000	256.02	
02/28/2014	02/18/2014	10565652	478	488	10	.0000	1.0000	41.30	
03/31/2014	03/17/2014	10565652	488	494	6	.0000	1.0000	28.50	
04/30/2014	04/16/2014	10565652	494	501	7	.0000	1.0000	31.70	
05/31/2014	05/16/2014	10565652	501	509	8	.0000	1.0000	34.90	
06/18/2014	06/18/2014	10565652	509	521	12	.0000	1.0000	43.98	Cust Term
06/30/2014								.00	
					245			944.80	

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

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

Also Present: Administrator Murphy, Mayor Tierney, Jennifer Loveland, Craig Sauer from Daily Register

1. Roll call

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

2. Approval of minutes from July 10, 2014.

Motion by Charles, second by Klapper to approve the minutes from the July 10, 2014 meeting. Motion carried unanimously on call of roll.

3. Discussion and Possible Recommendation on Bids for 2014 Street & Utility Improvements: 14-620S01 & 14-610W01 E. Conant St., 14-20C12 E. Albert St., and 14-610W08 New Pinery Rd.

Murphy summarized a memorandum from General Engineering dated 7/11/14, recommending award of the contract to Ptaschinski Construction, with a proposed change order at a later date to incorporate potential cost reduction of \$77,534 from the bid price.

Mayor Tierney arrived at 6:06 pm.

Murphy also presented a funding summary of street and utility improvement projects, comparing the amount budgeted for each project against the bids that were received with offsets from special assessments.

Lynn questioned approving a contract for an amount that we know will change once cost savings opportunities are confirmed in change orders. Murphy responded that the change orders will be finalized after the contract award. Lynn also asked for clarification on the process for collecting bids and why only 2 bids were received. Murphy responded that the bid advertisements were issued in the normal manner however; the timing of the bid opening was the contributing factor. This bid was not advertised until well into the 2014 construction season, therefore limiting the number of contractors that were not already committed to other projects. The bid ad was late due to the fact that 2 of the projects (New

Pinery Water main and E. Albert St Reconstruction) were not budgeted or designed. The process of developing bid specifications and reallocating funding for these projects were completed in April.

Motion by Klapper, second by Charles to recommend Ptaschinski Construction, Inc. as the low bidder in the amount of \$648,274.45 for the 2014 Street & Utility Improvements. Motion carried on call of roll, 3-0, with Lynn abstaining.

4. Discussion and Possible Recommendation on Electrical Service Work for Street Lights and Miscellaneous Repairs for 2014, 2015 and 2016.

Murphy presented a memorandum, summarizing the proposals received for the Electric Contract Agreement. Electric One proposed lower costs in areas of most use.

Motion by Lynn, second by Klapper to recommend the bid from Electric One, Inc. for Electrical Service Work for Street Lights and Miscellaneous Repairs at their proposed rates through 2016. Motion carried unanimously on call of roll.

5. Discussion on Emergency Repair Storm Sewer Superior Street.

Murphy described the emergency work that took place on Superior Street, which replaced old, rusted metal storm sewer pipes with high density plastic. This emergency repair was done because it was causing the road to collapse. The repairs in the amount of \$10,700 were funded from borrowed funds intended for storm sewer capital projects.

6. Discussion and Possible Recommendation on Premiere Rolling Woods Developer's Agreement.

Murphy summarized items in the Premier Rolling Woods Developer's Agreement, including public improvements that will benefit the city and fees that the city will be collecting once work begins on this development. The multi-family development will not obligate the City financially; however a water main constructed by the Developer will be transferred to the City for ownership and maintenance. The agreement does provide an option for the City to extend Collipp St to Henry Dr. if the City desired in the future. The agreement also contains security elements should the project not be completed.

Motion by Lynn, second by Klapper to recommend the Premier Rolling Woods Developer's Agreement. Motion carried unanimously on call of roll.

7. Review and Recommendation on Insurance Claim from Paula Stedman.

Dodd described this claim, which was damage to a car from a loose piece of concrete that had broken off the median in New Pinery Road in front of Wal-Mart. As the city had no prior knowledge of the loose concrete, the insurance company recommended denial. It was clarified that this claim was referring to the state of the concrete of the median, not the design of the intersection.

Motion by Klapper, second by Charles to recommend denial on the insurance claim from Paula Stedman. Motion carried on call of roll 3-1, with Lynn voting no.

8. Review and Recommendation on Insurance Claim from Kim Kelly.

Murphy described this claim, which was an incident of tripping on a particular section of sidewalk on the 100 block of East Conant Street, which has since been replaced. The insurance company recommended denial, as the city had no prior knowledge of the state of the sidewalk in that area.

Motion by Lynn, second by Klapper to recommend denial on the insurance claim from Kim Kelly. Motion carried unanimously on call of roll.

9. Discussion and Possible Recommendation on Insured Cash Sweep (ICS) Program.

Murphy presented a summary of this program, which allows for multiple designated deposit areas when our account balance exceeds FDIC limits (\$250,000) during times of high cash intake, such as property tax collection. This service is provided free of charge and does not affect interest collection.

Motion by Charles, second by Klapper to recommend the Insured Cash Sweep Program. Motion carried unanimously on call of roll.

10. Discussion and Possible Recommendation on Extension of CDBG Contract with Central Wisconsin Community Action Council.

Murphy explained the proposed extension of the current CDBG contract with the Central Wisconsin Community Action Council through May, 2015 would keep the contract through the audit that is currently taking place. Re-bidding of this contract would take place in early spring 2015, with a new contract to take effect June, 2015.

Motion by Klapper, second by Charles to extend the CDBG contract with Central Wisconsin Community Action Council. Motion carried unanimously on call of roll.

11. Discussion on Budget Schedule and Departmental Expectations.

A schedule was presented to the committee for 2015 Budget cycle. The committee agreed to requesting a 3% cut from each department with justification(s) for not meeting that goal.

12. Discussion of Project Administration and Reporting.

Murphy reported on the received feedback from the Department of Revenue on the collection of fees from a proposed Storm Water Utility project. If any of these fees were formerly funded through the General Fund, it would require a reduction in our tax levy. There is the option of a referendum that would request maintaining the tax levy after creation of the storm water utility. This project will not be part of the 2015 budget cycle.

Murphy also reported on the East Haertel Street project. The design phase of this project is mostly complete; however, the revised cost estimate (\$1,006,000) is almost double the amount of the grant of \$550,000 that was awarded. Possible modifications to the scope of the project are being explored.

13. Adjournment

Motion by Klapper, second by Charles to adjourn the meeting at 7:02pm. Motion carried unanimously on call of roll.

Submitted by Jennifer Loveland, Administrative Assistant

General Engineering Company
P.O. Box 340
916 Silver Lake Drive
Portage, WI 53901



608-742-2169 (Office)
608-742-2592 (Fax)
gec@generalengineering.net
www.generalengineering.net

Engineers • Consultants • Inspectors

July 11, 2014

City of Portage Finance Committee
Attn: Rick Dodd - Chairperson
115 W. Pleasant St.
Portage, WI 53901

Re: Bid Tab – Letter of Recommendation
2014 Street & Utility Improvements
City of Portage Contract Numbers
14-620S01 & 14-610W01 – E. Conant St.
14-610W08 – New Pinery Road
14-20C12 – E. Albert St.

Dear Rick:

The purpose of this letter is to provide a recommendation for the award of the above-noted contracts for the above-referenced project. Please find attached a copy of the tabulation of bids for the bids that were received. The project was set up for one general contractor to complete all the City contract numbers under one contract/project with the City.

The bids for E. Albert Street came in higher than what we anticipated. We have already had discussions with the low bidder and the Municipal Services Committee on ways to potentially save money on this portion of the project. The potential cost savings are itemized below. These changes to the contract would be addressed in a Change Order subsequent to the Finance Committee meeting next week.

Contract 14-20C12 – E. Albert St.

1. Delete some of the storm sewer work related to the connection of Spartech downspouts and put the onus on Spartech to complete and pay for this work. COST SAVINGS = \$30,294
2. Pulverize and reuse the ground up asphalt and gravel as base for the new street rather than excavating and hauling in new, recycled base. COST SAVINGS = \$27,050
3. Utilize City crews to complete the topsoil, fertilize, seed, and matting item as we feel this bid item is overpriced for the amount of work on this street. COST SAVINGS = \$15,000
4. Utilize City crews to complete the crosswalk painting on this street as well as E. Conant Street and the Turning Arrow painting on New Pinery Road. COST SAVINGS = \$5,190

OVERALL COST SAVINGS = \$77,534

Municipal Services Committee also identified at their July 9th meeting two additional streets that could be milled and overlaid and added to this same contract. The streets are Yellowstone Avenue between E. Slifer Street and Winnebago Avenue (approximate cost based on low

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bidder unit prices is \$60,000) and Silver Lake Drive between West Haertel Street and West Albert Street (approximate cost based on low bidder unit prices is \$40,000). A separate Change Order would also need to be approved to address this additional work.

We recommend awarding the contract to Ptaschinski Construction, Inc., of Beaver Dam, WI, the low bidder, for the base bid contract price of \$648,274.45 (subsequent change orders as explained above could add a net amount of approximately \$22,500 to the project). Ptaschinski Construction, Inc. is a reputable contractor that we have worked with on several projects over the years and recently completed work for the City on similar projects in 2011.

If there are additional questions or concerns, please do not hesitate to call.

Sincerely,

GENERAL ENGINEERING COMPANY



Kory D. Anderson, P.E.
Project Engineer

Enclosures

cc: Marie Moe, Clerk
Bob Redelings, PE, DPW
Shawn Murphy, City Administrator

Mayor William Tierney
Doug Klapper, Municipal Services Chairman
Jean Mohr, Treasurer

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: Shawn Murphy, City Administrator
Re: Electric Contractor Agreement
Date: 7/11/2014

On July 9, 2014 the City open proposals received from 2 area contractors in response to a Request for Proposals issued in June. Both contractors have good qualifications and references. A summary of the cost of services from each proposal is as follows:

<u>H&M Electric</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>
Base Rate/hr	\$60.00	\$60.00	\$60.00
OT/Saturday Rate	\$90.00	\$90.00	\$90.00
Sunday/Holiday Rate	\$120.00	\$120.00	\$120.00
 <u>2nd Service Person Rates</u>			
Base Rate/hr	\$40.00	\$40.00	\$40.00
OT/Saturday Rate	\$60.00	\$60.00	\$60.00
Sunday/Holiday Rate	\$80.00	\$80.00	\$80.00
Bucket Truck/hr	<u>\$25.00</u>	<u>\$25.00</u>	<u>\$25.00</u>
Base+2 nd Service/hr	\$100.00	\$100.00	\$100.00
Base+2 nd Service + Truck	\$125.00	\$125.00	\$125.00
Sat/OT+2 nd Service/hr	\$150.00	\$150.00	\$150.00
Sat/OT+2 nd Service+Truck	\$175.00	\$175.00	\$175.00
Sun/Hol+2 nd Service/hr	\$200.00	\$200.00	\$200.00
Sun/OT+2 nd Service+Truck	\$225.00	\$225.00	\$225.00

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'Where the North Begins'

<u>Electric One, Inc</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>
Base Rate/hr	\$47.00	\$47.00	\$48.00
OT/Saturday Rate	\$60.00	\$60.00	\$61.00
Sunday/Holiday Rate	\$70.00	\$70.00	\$72.00
<u>2nd Service Person Rates</u>			
Base Rate/hr	\$45.00	\$45.00	\$45.00
OT/Saturday Rate	\$55.00	\$55.00	\$55.00
Sunday/Holiday Rate	\$65.00	\$65.00	\$65.00
Bucket Truck/hr	<u>\$55.00</u>	<u>\$55.00</u>	<u>\$55.00</u>
Base+2 nd Service/hr	\$92.00	\$92.00	\$93.00
Base+2 nd Service + Truck	\$147.00	\$147.00	\$148.00
Sat/OT+2 nd Service/hr	\$115.00	\$115.00	\$116.00
Sat/OT+2 nd Service+Truck	\$170.00	\$170.00	\$171.00
Sun/Hol+2 nd Service/hr	\$135.00	\$135.00	\$136.00
Sun/OT+2 nd Service+Truck	\$190.00	\$190.00	\$192.00

The majority of service work by the City relies on one (1) electrician with less than 50% of the work requiring 2 electricians; 2 electricians and a truck are used less than 20% of the year. Electric One's proposal is lower cost in areas of most use. The City has been using H&M for the past 3 years, while quality and workmanship are good, responsiveness and cost competitiveness have been varied.

Accordingly, City staff recommends award to Electric One at their proposed rates through 2016, effective August 1, 2014.

DEVELOPMENT AGREEMENT

This Development Agreement (the "Agreement") is made and entered into, by and between the **CITY OF PORTAGE**, a Wisconsin municipal corporation located in Columbia County, with its offices at City Hall, 115 W. Pleasant Street, Portage, WI 53901 (the "City") and **Premier Rolling Woods, LLC**, a Wisconsin Limited Liability Company, with principal offices located at 19105 W. Capitol Drive, Suite 200, Brookfield, WI 53045 (the "Developer").

THE PARTIES RECITE THAT:

WHEREAS, the City is a municipal corporation organized and existing under and pursuant to Chapter 66 of Wis. State Statutes; and

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

WHEREAS, the Developer wishes to construct a multi-family development consisting of eleven (11) separate buildings with twelve (12) residential units each, for a total of 132 residential units (known as Rolling Woods Estates) pursuant to the site plan prepared by Harris & Associates, Inc. approved by the City Plan Commission on May 19, 2014, hereinafter referred to as "the Project"; and

WHEREAS, the Project, is proposed to be constructed on lots 1 and 2 of Certified Survey Map (the "CSM") prepared by Harris & Associates, Inc. and approved by the City Plan Commission on May 19, 2014, 25.97 acres in size currently owned by Howard Latton, located at Parcel No. 11271-2490, 2492 and 2512.29, hereinafter referred to as the "Property" currently zoned R-5 (Large-Scale Multi-Family); and

WHEREAS, the Developer has obtained approvals for zoning, site plan and certified survey map for the Property and Project however certain public improvements, conditions, easements, fees and requirements were made part of those approvals which both the City and Developer have agreed to enter into this Agreement specifying each parties responsibilities prior to the start of construction and final Project approval.

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

- 1) GENERAL COMMITMENTS OF THE DEVELOPER.** The Developer agrees that, subject to the terms of this Agreement, it shall:
 - A.** Obtain all necessary zoning approvals, obtain all necessary licenses and permits, and meet any and all requirements necessary for construction of the Project including, but

not limited to, the City's requirements regarding architectural, site and utility facility approval. The Development shall in all instances conform to and meet the requirements of applicable state and federal law and the ordinances of the City.

- B. Prepare and is responsible for all costs for site plan, elevations, building design plans and other necessary materials for submission to the City for consideration by Plan Commission, Common Council and municipal officials via the normal review and approval process. Following a public hearing on April 10, 2014, a zoning amendment (Ordinance No. 14-010) for the Property was approved by Common Council on April 24, 2014. A Site Plan and Certified Survey Map were approved by Plan Commission on May 19, 2014. This constitutes the City's approval of the Project; copies of the approved site plan and building plans are made part of this Agreement and attached as Exhibit A.
- C. Construct and install all public improvements as listed in Section 4 of this Agreement in accordance with City's ordinances and specifications, the City Engineer's approval conditions and provisions contained within this Agreement.
- D. It is or will be the lawful owner of the Property upon which the Project will be constructed, and will acquire fee ownership of the Property from the current owner, no later than October 1, 2014.
- E. Cooperate with the City so as to facilitate the City's performance under this Agreement.
- F. Record the CSM at the Columbia County Register of Deeds Office on or before September 1, 2014. If not so recorded by said date, this Agreement shall be null and void.

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

- A. The City agrees to review site plans, building plans, draft, review and/or revise agreements, easements, restrictions or other documents associated with the normal zoning, building and public improvement plan review and approval process and take action on approval requests in an expedient manner.
- B. Cooperate with the Developer to facilitate its performance under this Agreement.

3) DEVELOPER'S COSTS. The Developer shall be responsible for all of the following costs or charges:

- A. Deposit and maintain a balance of no less than \$2,500 with the City for its use in paying for costs and expenses incurred by the City in reviewing the CSM, administering the Zoning Code, drafting this Agreement, providing for utility and public improvements and

obtaining outside consultants in connection with the review and approval of this Agreement.

B. The following review fees:

1. Zoning Map Amendment: \$100.00, payable upon submission of said application (90-471).
2. Certified Survey Map: \$100.00, payable upon submission for approval by Plan Commission (70-6).
3. Site Plan Review: \$100.00, payable upon submission for approval by Plan Commission (90-474).
4. Occupancy Permits: payable when issuance requested to Building Inspector for each building (90-476).

C. Park Fees. In lieu of the green space/park land dedication requirement prescribed by the Section 70-10(d) of City Ordinances, the Developer shall make a cash contribution to the City's segregated park fund in the amount of \$600.00 per residential unit for a total of \$50,400 for Phase I and \$28,800 for Phase II. The fee for Phase I shall be paid to the City at the time of recordation of the Certified Survey Map; and in no event later than September 1, 2014. The fee for Phase II shall be paid at the time of application for a building permit for the first building in Phase II.

D. Sewer Connection Fee: \$500/residential unit for 1st two units and \$400/unit thereafter for each building (or \$5,000 for each 12-unit building), payable on the issuance of the building permit for each building.

E. Utility Improvements and Inspection Costs: The Developer shall construct all improvements listed in Section 4 of this Agreement at Developer's expense and reimburse the City for inspection costs at the rate of \$37.46/hour.

Unless a different time is provided for above, all such fees, except for those described in E., are payable by the Developer upon execution of this Agreement.

4) PUBLIC IMPROVEMENTS. The Developer shall design, submit plans for City Engineer approval and install the following "Public Improvements":

A. Erosion Control. No work may commence until the storm water management plan is reviewed and approval by the Wisconsin DNR and City Engineer. During all phases of construction and until all disturbed areas are stabilized, the Developer shall install and maintain on-site erosion control devices as required. The City Engineer shall have the right to order additional erosion control measures, if conditions warrant. The City has the right to suspend construction activities should erosion control measures are not properly installed and/or maintained during construction.

- B. Electric, Natural Gas, Telephone, Cable TV & Internet Utilities.** The Developer shall be responsible for coordinating all arrangements for the provisions of these services to the Project. All said utilities shall be constructed pursuant to Wisconsin Public Service requirements and located underground.
- C. Water Main Improvements.** The Developer shall design, furnish and construct all water mains, water services, hydrants as well as all valves and connections to existing water utility facilities within the permanent water main easement area shown on the CSM pursuant to City specifications as listed on Exhibit B. Upon completion and approval by the City, the Developer shall transfer ownership of the Water Main Improvements to the City in the form of a transfer of ownership memo which provides a detailed as-built plan, inventory and cost of said Improvements. In addition, the Developer shall provide a one (1) year warranty on all Water Main Improvements from the date that the City accepts said Improvements.
- D. Easement and extension of Collipp Street.** The Developer shall grant a public access/egress easement for that section of Collipp Street which extends through the Project between W. Slifer Street and the north line of the Property. Said easement shall be 30 feet wide as shown on the CSM and include an additional temporary 5 foot wide easement on either side of the permanent easement for construction activity purposes. The City shall have no obligation to improve Collipp Street as it runs through the CSM, unless and until it affirmatively elects to do so in its sole discretion. Until such improvement occurs, the Developer shall have the sole responsibility and obligation to repair and maintain such easement area if the Developer uses any portion of it for access to the developments to be located on the CSM. Once the City determines to so improve the easement area, it shall so notify the Developer; and thereafter, the City shall have all such responsibility for repair and maintenance. Upon approval of CSM, the Developer grants to the City an option to extend and construct Collipp Street from W. Slifer Street through the Property to Collins Street. Such option may only be exercised by the City, upon provision to the Developer written notice no less than six (6) months prior to construction. Such extension of Collipp Street shall be installed within the permanent easement, at City expense and subsequent maintenance shall be the City's responsibility.
- E. Cross Easements.** On or before September 1, 2014, the Developer shall prepare and record an agreement granting cross easements in favor of the owners of Lots 1 and 2 of the CSM, over each of the aforesaid lots for roadway, access and utility facility purposes; it being intended that if the ownership of Lots 1 and 2 is no longer vested in a single person, each lot shall have the benefit of such cross easements. The agreement shall be submitted by the Developer to the City for review and approval before its recording at the Register of Deeds Office. Under no circumstances shall any such cross easements be released or discharged without the prior written consent of the City.

- F. Emergency Access Easement. The Developer shall dedicate on the face of the CSM, an emergency access easement in favor of the City, which will allow City emergency vehicles/police vehicles/public works vehicles to use all private roads located on the CSM for emergency, safety, and maintenance/repair services.
- G. All Public Improvements shall be completed and accepted by the City prior to any occupancy permits issued or within twelve (12) months after the date of the execution of the Agreement, whichever comes first.

5) PRIVATE IMPROVEMENTS.

- A. Building Improvements. The Developer shall be responsible for completion of all building improvements in accordance with plans and specifications sealed by a registered architect and compliance with all applicable building codes, as well as a reasonable standard of workmanship that is consistent and conforms to applicable building codes. Developer shall obtain and pay for all building permits prior to start construction of each building.
- B. Site Work. Developer shall be responsible for completion of all site work, including but not limited to driveways, access roads, landscaping, parking lots, lighting, storm water management facilities, underground sewer facilities, signage as well as any other site work required that is not specifically enumerated.
- C. Storm Water Drainage. Developer shall design, construct and maintain all storm water management facilities located within the Property, which have been approved by the City. Upon completion of private storm water management facilities, Developer shall agree to maintain all on-site storm water management facilities that connect to City storm water sewers pursuant to Exhibit C of this Agreement. If the Developer fails to perform any such maintenance, such failure shall render the Developer in default of this Agreement. The City shall notify the Developer of such default and seek remedy pursuant to Section 7 herein. If Developer shall fail to cure default within period specified in Section 7, the City shall undertake necessary action to maintain storm water facility and levy the cost thereof as a special charge against all lots in the CSM pursuant to Section 66.0627, Wis. Stats., without notice or hearing.
- D. Sewer Improvements. Developer shall design, install and maintain all underground sanitary and storm sewer facilities within the Property necessary to service the Project. All such facilities shall be owned by the Developer, and the City shall have no responsibility therefor. The plans and specifications for the installation of the sewers shall be submitted to the City for review and approval. Sanitary sewers shall be connected to the public sewers located within the public streets, at such points of connection as may be designated by the City.

E. Area Lighting. The Developer shall provide photometric plans of propose exterior building lighting to demonstrate sufficient illumination levels in lieu of additional area lighting at each building parking area. Additionally, the Developer shall design and install area lighting of sufficient illumination levels at the following locations along the private access road within the Property:

1. At the entrance to the Property adjacent to Latton Lane;
2. At the intersection of access roads located between Buildings 8 and 9 in the northeast corner of the Property;
3. At the intersection of access roads located between Buildings 3 and 5;
4. At the entrance to the Property adjacent to Airport Road.

6) FINANCIAL GUARANTEES. At the time of the execution of this Agreement, the Developer shall initially deposit with the City Clerk the sum of \$2,500.00 for payment of costs described in Section 3. The funds deposited by the Developer with the City shall not be used to pay any City or State of Wisconsin permit or license fees associated with construction, approval and operation of the Project. Such deposit shall remain with the City until such time as the Project is completed; the City accepts all payments due as provided in Section 3 and City approval and acceptance of Water Main Improvements.

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

The City shall furnish the Developer with an itemized statement of all such costs incurred by it with respect to Section 3 of this Agreement. Any excess funds shall be remitted to Developer following completion and acceptance of the Public Improvements as aforesaid, and any costs in excess of such deposit shall be paid by the Developer. No interest shall be earned or paid on said deposit. The Developer acknowledges that the City may withhold issuance of building and/or occupancy permit(s) for the Project if the Developer fails to fully reimburse City for such costs as listed in Section 3.

Additionally, the Developer shall file a performance bond or irrevocable letter of credit issued by a financial institution in a form acceptable to the City in an amount of not less than 120% of the actual bid amounts received by the Developer, which bids reflect the construction cost of the Erosion Control and Water Main Improvements as described in Section 4 of this Agreement. Such surety shall be provided before commencement of construction of the described public improvements. This security shall guarantee that the design and installation of the aforementioned Public Improvements will be completed in accordance with the plans and specifications as approved by the City Engineer. The Developer will make all payments for the Public Improvements as they become due and any construction or materials determine by the City Engineer to be defective will be corrected

or replaced by the Developer. This security shall be maintained until all aforementioned Public Improvements required by the Agreement are completed and thereafter accepted by the City, subject to reduction as provided for in Section 27 below.

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

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

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

- 8) ABSOLUTE OBLIGATION/INDEMNIFICATION.** Except as expressly stated herein, the obligations of the Developer under this Agreement shall be absolute and unconditional, and such obligations shall not be affected, modified or impaired, upon the happening from time to time of any event, including, without limitation, any of the following:
- A.** The failure to give notice of default to the Developer under the terms of this Agreement;
 - B.** The purported assignment or mortgaging of all or any portion of the Project and Property;
 - C.** A waiver of the payment of performance of any of the obligations contained in this Agreement;
 - D.** The extension of time for payment of any amount under this Agreement;
 - E.** Voluntary or involuntary liquidation, dissolution, sale or other disposition of all or substantially all of the assets, receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, arrangement, composition with creditors or the

adjustment of claims, or other similar proceedings, including but not limited to proceedings under Chapter 128 of the Wisconsin Statutes; or

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

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

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

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

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

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

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

- A. That Developer is a limited liability company duly organized and existing under the laws of the State of Wisconsin and in good standing under the laws of the State of Wisconsin and in good standing under the laws of that State; and that all proceedings of the Developer necessary to authorize the negotiation and execution of this Agreement and the consummation of the transaction contemplated by the Agreement have been taken in accordance with applicable law;
- B. That this Agreement and all other documents required to be executed and delivered by the Developer pursuant hereto, have been and will be duly and validly authorized, executed and delivered by the Developer, and will be enforceable against the Developer in accordance with their terms; and
- C. That the execution and delivery of this Agreement, the consummation of the transactions contemplated in this Agreement, and the execution and delivery of documents required to be executed, delivered or acknowledged by the Developer pursuant thereto, will not violate any provision of Developer's Articles of Organization or Operating Agreement, or any contract, agreement, court order, or decree to which the Developer may be subject.
- D. That the Developer has the necessary experience and resources to complete the Project.

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

15) RECORDATION. The City shall record a copy of this Agreement at the Register of Deeds Office, in which case the City is authorized to append the full legal description of the Property to the recorded document. The Developer's obligations provided for in this Agreement shall constitute covenants that run with the land.

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

To the Developer: Premier Rolling Woods, LLC
 Calvin M. Akin, Registered Agent
 19105 W. Capitol Drive
 Suite 200
 Brookfield, WI 53045

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

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

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

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

20) TERM OF AGREEMENT. This Agreement shall expire upon fulfillment of all obligations described herein.

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

22) CONTRACTORS ENGAGED BY DEVELOPER.

A. Notification. Prior to the commencement of construction on any phase of construction of the Public Improvements, the Developer shall furnish to the City Engineer the names of all contractors and subcontractors, together with a classification of the work performed by each. Such submittal shall be prior to the commencement of construction of any of the Public Improvements by any contractor(s) on such Phase.

B. Indemnity. The Developer shall require all contractors engaged in the construction of the Public Improvements to indemnify and hold the City, the City Engineer, and its agents and consultants harmless from and against any and all claims, losses, damages, costs and expenses which such contractors may or might incur in connection with the construction of or completion of the improvements. Such indemnification and hold harmless clause shall be in form and in content acceptable to the City's attorney and shall be included in each contract which the Developer has with a contractor.

- C. Insurance. The Developer shall also require all contractors engaged in the construction of the Public Improvements to maintain such reasonable insurance as shall be required by the City Attorney and City Engineer; and upon demand, furnish to the City Attorney and City Engineer, a current certificate of insurance to evidence such insurance. All such insurance shall comply with the provisions of Section 25 below.

23) CONSTRUCTION RELATED ACTIVITIES. In connection with the construction of the Public Improvements, it is hereby agreed as follows:

- A. Scheduling. The Developer agrees that no work shall be scheduled for construction of the Public Improvements without the City's approval of the starting date(s) and construction schedule. The City may require the Developer to attend a pre-construction conference for the purpose of scheduling construction-related activities.
- B. Costs. The Developer further agrees that the City shall not be responsible for any costs or charges related to the construction of the Public Improvements, except those specifically enumerated hereinafter; and that the Developer is responsible for all such costs, except as otherwise expressly provided for herein.
- C. Construction Related Activities. The construction of each phase of the Public Improvements described herein shall be completed on or before the completion date(s) as described in Section 4G hereof, unless otherwise extended in writing by the City. The Developer shall retain the services of a consulting engineer to provide necessary construction administration and staking. The City may provide periodic construction inspection and material testing as necessary during construction of the improvements. The City shall have the right to inspect the construction of the Public Improvements as and when they are completed; and the City may certify such improvements as being in compliance with the standards and specifications of the City. The Developer shall provide at least ten (10) working days prior written notice to the City and its Engineer prior to commencement of actual construction of any Phase of construction of the Public Improvements. No such notice shall be given unless and until the Developer has paid all costs and expenses required under Section 3 below. Prior to any inspection and certification, if appropriate, the Developer shall present to the City valid lien waivers from all persons providing materials and/or performing work on the Public Improvements for which certification is sought. Certification by any representative of the City does not constitute a waiver by the City of the right to draw funds under the surety hereinafter referred to, on account of defects in or failure of any Public Improvement that is detected or which occurs following the date of such inspection and certification. The Developer further agrees that the dedication of streets and right-of-ways and the dedication of the Public Improvements will not be accepted by the City until they have been inspected and approved by the City Engineer; and until all outstanding engineering and inspection fees (including engineering and inspection charges of the City) have been paid in full and lien waivers are received by the City indicating that the contractors, suppliers and subcontractors have been paid in full for all

work and materials furnished in order to construct the Public Improvements. Upon completion of the Public Improvements and acceptance of the same by the City, ownership and control of the Public Improvements shall be turned over without any restrictions to the City, free and clear of all liens and encumbrances.

- D. Water Facilities.** The water mains and the respective service laterals comprising a portion of the Public Improvements shall not be accepted until a complete breakdown of all construction, engineering and administrative costs incurred by the Developer is submitted to the City. (This is necessary for sewer and water utility valuation.) In addition, the water system installation shall not be accepted until a bacteriologically safe sample is obtained by the Wisconsin State Laboratory of Hygiene. The Developer shall flush the water mains upon notice from the City Engineer. The City will obtain appropriate bacteriological samples and arrange for testing at the Wisconsin State Laboratory of Hygiene, with the assistance of the Developer's Contractor(s). All water and sewer main tests shall be observed and approved by the City or City's designated representative. Upon completion of the Public Improvements and acceptance of the same by the City, ownership and control of the Public Improvements shall be conveyed by appropriate deed of conveyance without any restrictions to the City, free and clear of all liens and encumbrances.
- E. Maintenance and Repair.** The Developer agrees to provide for maintenance and repair of all Public Improvements until such improvements are formally accepted by the City through resolution(s) adopted by its Common Council. The City will endeavor to provide timely notice to the Developer whenever inspection reveals that a Public Improvement does not conform to the City's adopted standards and specifications or is otherwise defective. The Developer shall have ten (10) working days from the issuance of such notice to correct or substantially correct the defect. It is agreed that the City shall not declare a default under this Agreement during the aforesaid ten (10) working day correction period on account of any such defect unless it is clear that the Developer does not intend to correct the defect or unless the City determines that immediate action is required in order to remedy a situation which poses an eminent health or safety threat. The Developer shall have no right to correct defects in or failure of any Public Improvements found to exist or occurring after the City accepts dedication of the Public Improvements, unless the City agrees otherwise.
- F. Grading, Erosion Control and Barricades.** The Developer agrees:
- 1.** The Developer shall grade the CSM in accordance with an approved grading and site plan. Any significant change in grade from the approved plans shall require consent from the City Engineer.
 - 2.** The Developer shall furnish, install and maintain during construction, barricades and signs at all points where new rights-of-way extend or intersect existing streets and all street ends. Signs and barricades shall be required, furnished and installed as to conform to the Manual of Uniform Traffic Control Devices.

3. The Developer shall submit to the City a plan for approval erosion and runoff control measures prior to any land disturbing activity. Once so approved, the Developer shall adhere to the conditions of the approval, and shall grant the right-of-entry on the CSM to designated personnel of the City to inspect and monitor compliance with this requirement.
- G. Water Mains and Service Pipes.** The Developer shall install water mains, including pipes, hydrants, tees, valves, crosses and related appurtenances and water service laterals to serve all buildings within the CSM and as required by the plans and specifications approved by the City Engineer and approved by the State of Wisconsin Department of Natural Resources in addition to the other approvals required by this Agreement. The City agrees to allow connection of the water mains, laterals and appurtenances to the existing City Water Utility and will thereafter provide Municipal Water Utility Service.
- H. Guarantee.** The Developer agrees to guarantee and warrant all work performed under this Agreement with respect to the Public Improvements for a period of one (1) year from the date of final written acceptance by the Common Council of the last Public Improvement completed by the Developer under this Agreement, against defects in workmanship or materials. If any defect should arise during the guarantee period, the Developer agrees to make the required replacement or acceptable repairs of the defective work at its own expense. This expense includes total and complete restoration of any disturbed surface or component of the Public Improvement to the standard provided in the plans and specifications approved by the City, regardless of improvements on land where the repairs or replacement is required. All guaranties or warranties for materials or workmanship which extend beyond the aforesaid one (1) year guarantee period shall be assigned by the Developer to the City as beneficiary.
- I. Compliance.** The Developer shall comply with all applicable laws, the Ordinances, rules and regulations in effect, as promulgated by all governmental bodies having appropriate jurisdiction thereof.

24) ACCEPTANCE OF WORK.

- A. Liens.** In addition to all of the requirements contained herein, the Developer agrees that the Public Improvements for any phase will not be accepted by the City until (i) all outstanding charges to be paid by the Developer under the Ordinances have been paid in full, (ii) and lien waivers are received by the City indicating that all contractors (and subcontractors, laborers, materialmen, etc.) providing work, services or materials in connection with the Public Improvements have been paid in full for all such work, services, and materials, (iii) the City has received evidence satisfactory to it that no liens or other encumbrances (except those approved in writing by the City) encumber the Public Improvements, and (iii) and a reproducible set of "as built plans" for the Public Improvements has been furnished to the City.

- B. Resolution. Acceptance by the City shall be evidenced by the adoption by its Common Council of a resolution to the foregoing effect. Upon completion and acceptance of the Public Improvements in such phase of construction by the City, ownership and control of the said Public Improvements shall be turned over without reservation to the City, by the execution and delivery of a Bill of Sale therefor. Upon satisfaction of the conditions set forth in this Agreement, the City shall accept the Public Improvements located in such phase of construction.

25) INDEMNIFICATION AND INSURANCE REQUIRED OF PRIVATE CONTRACTORS. The Developer hereby expressly agrees to indemnify, save and hold harmless the City, its employees, officers and agents, including its consultants and the City Engineer, (collectively the "Indemnitees") from and against all claims, costs, suits, causes of actions, demands and liability of every kind and nature, for injury or damage received or sustained by any person or persons or property, whomsoever and whatsoever, in connection with, or on account of the performance of the work contemplated hereby and the construction of the Public Improvements. The Developer further agrees to defend the Indemnitees in the event the Indemnitees are named as a defendant(s) in any action concerning the performance of the work pursuant to this Agreement, except where such suit is brought by the Developer. It is hereby agreed that the Developer is not an agent or employee of the City. The Developer shall require all Contractors engaged in the construction of the Public Improvements to comply with the City's contract requirements pertaining to damage claims, indemnification of the City and insurance. The Developer shall also require contractors engaged in the construction of the Public Improvements to maintain a current certificate of insurance on file with the City Engineer. The Contractor(s) so engaged should be required to furnish comprehensive general liability insurance of not less than \$1,000,000.00 aggregate for any such damage sustained by two or more persons in any one accident. The City and the City Engineer shall be named as additional insureds under the aforesaid comprehensive general liability policy.

26) SPECIFICATIONS FOR PUBLIC IMPROVEMENTS. The Developer agrees to install the Public Improvements specified in this Agreement in strict accordance with the plans and specifications approved by the City Engineer and subject to the following further conditions:

- A. The installation of the Public Improvements shall be done in strict accordance with the City's Ordinances, orders, rules and regulations in effect as of the date of commencement of construction of each Phase of construction.
- B. The Developer shall install and maintain during the course of construction and until the Public Improvements have been finally accepted by the City, such grading, erosion control and barricades as may be required by the City Engineer and any other governmental authority having appropriate jurisdiction thereof.
- C. No installation of the Public Improvements shall commence until plans and specifications have been approved by the City Engineer, and the State of Wisconsin, Department of Natural Resources, in addition to any other approvals required under this

Agreement. When required by the City, the Public Improvements shall be provided in locations, sizes and depths necessary to serve future development.

- D. Where standards and/or specifications have not been established by the City, all work shall be made in accordance with established engineering practices as designated and approved by the City Engineer.

27) REDUCTION OF LETTER OF CREDIT. If the Developer has posted a Letter of Credit under Section 6 above to secure its performance under this Agreement, and as work progresses on installation of improvements constructed as part of this agreement, the City Engineer, upon written request from the Developer from time to time, is authorized to recommend a reduction in the amount of the Letter of Credit as hereinafter provided, for each phase of construction of the Public Improvements. When portions of construction (water, sanitary sewer, street, or other improvements) are completed by the Developer, and determined acceptable by the City Engineer, the City Clerk may, upon submission of lien waivers by the Developer's contractors, reduce the amount of surety, provided however, that the balance of the Letter of Credit, after any reduction, shall be adequate to cover all remaining costs plus twenty-five percent (25%) thereof. Upon substantial completion of the described public improvements, the amount of the letter of credit or other surety/security as provided hereunder may be reduced to an amount equal to the total cost to complete any uncompleted public improvements plus 10% of the total cost of the completed public improvements. This reduced surety/security shall be provided and shall remain in place throughout the Guarantee period as described in Section 23(H).

28) SUPPLEMENTAL GENERAL CONDITIONS.

- A. No Vested Right Granted. Except as provided by law, or as expressly provided in this contract, no vested right in connection with this project shall inure to the Developer, nor does the City warrant by this Agreement that the Developer is entitled to any other approvals required.
- B. No Waiver. No waiver of any provisions of this Agreement shall be deemed or constitutes a waiver of any other provision, nor shall it be deemed or constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement signed by both the City and the Developer; nor shall the waiver of any default under this Agreement be deemed a waiver of any subsequent default or defaults of the same type. The City's failure to exercise any right under this Agreement shall not constitute the approval of any wrongful act by the Developer or the acceptance of any improvement.
- C. Amendment/Modification. This Agreement may be amended or modified only by a written amendment approved and executed by the City and the Developer.
- D. Entire Agreement. This Agreement, and written amendments, and any referenced attachments thereto, shall constitute the entire agreement between the Developer and the City, unless prior City documentation indicates a factual or grammatical error.

- E. Attorneys' Fees. Except as otherwise provided for herein, if the City is required to resort to litigation, arbitration, or mediation to enforce the terms of this Agreement, and if the City prevails in the litigation, arbitration, or mediation, the Developer shall pay the City's costs, including reasonable attorney's fees, expert witness fees, and post-judgment costs.
- F. Time. For the purpose of computing the Commencing, Abandonment, and Completion Periods and time periods for City action, such times in which war, civil disasters, acts of God, or extreme weather conditions occur or exist shall not be included if such times prevent the Developer or City from performing their/its obligations under this Agreement.

29) NO BAR TO FUTURE ASSESSMENTS. In the event the City should determine to further extend or expand the Public Improvements serving the lands in the CSM, nothing contained herein shall in any way be construed as prohibiting or preventing the City from levying special assessments to finance the cost of such extension or expansion, except with respect to the extension of Collipp Street as provided in Section 4(d) hereof, all in accordance with applicable provisions of Wisconsin law.

30) EFFECTIVE DATE. This Agreement shall be effective as of the date of its execution by all parties.

31) DEVELOPER'S WARRANTY. The Developer represents that it is or will be the lawful fee simple owners of the lands comprising the CSM prior to its recording; and that the lands are free and clear of all liens or encumbrances.

EXHIBIT A

Project: Rolling Woods Estates

By way of reference the Site Layout Plan Revision Dated 5/19/2014 and Certified Survey Map approved at July, 2014 Plan Commission as prepared by Harris & Associates, Inc. and building plans and specifications dated _____ as prepared by _____ are made part of this Agreement.

EXHIBIT B
Specifications for Water Utility Improvements

A. PART 1 - GENERAL

1.01 Submittals

- A. Product data on pipe, fittings, valves, and hydrants.
- B. As built measurements.

1.02 Quality Assurance

- A. Provide at least one person thoroughly trained and experienced in the skills required, who is completely familiar with the work described in this section, and who shall be present at all times during progress of the work of this section and who shall direct all work performed under this section.
- B. All materials shall be new and free from defects. Each length of pipe shall be clearly marked with the manufacturer's name, type of pipe, and the class of pipe.
- C. Hydrostatic pressure testing and electrical conductivity testing required.
- D. Disinfection and bacteriological sampling required.

PART 2 - PRODUCTS

2.01 Pipe Materials

- A. Ductile Iron Pipe:
 - 1. Pipe: AWWA C151, Class 52; cement-mortar lining, AWWA C104.
 - 2. Joints: Mechanical joint or push-on, AWWA C111.
 - 3. Electrical Conductivity: Factory applied terminals with copper straps or cables capable of carrying 600 amps.

2.02 Fittings

- A. Ductile Iron, AWWA C110 or AWWA C153.
- B. Mechanical Joint Restraint:
 - 1. Ductile iron mechanical joint restraining gland.
 - 2. Ductile Iron Pipe: MEGALUG 1100 or equal.

2.03 Gate Valves

- A. Acceptable Manufacturers: Kennedy, Model KS-RW; American Flow Control, Series 2500; or equal.
- B. Gate Valves:
 - 1. Resilient seated, ductile iron.
 - 2. AWWA C515, 250 psi working pressure.
- C. Valve Construction
 - 1. Meet appropriate AWWA specification.
 - 2. All internal ferrous surfaces shall be epoxy coated. The exterior of buried valves shall be coated with epoxy.
 - 3. Valves to be field painted shall have all cast iron surfaces coated with primer.
 - 4. Joints: Flange joints, ANSI 16.1, Class 125; mechanical joints, AWWA C111.
 - 5. Valves shall be non-rising stem with square stem operating nut for socket wrench operation.
 - 6. All valves shall be opened by turning left.
- D. Valve Box
 - 1. Valve Box: Cast iron 3-piece box with screw type adjustment. The word "WATER" shall be

- cast into box cover.
- 2. Valve Box Centering Device:
 - a. A valve box centering device that sets on the valve and is constructed of polyurethane coated steel with a rubber gasket between the device and the valve; Adapter, Inc. or equal.
 - b. A factory attached valve box centering device consisting of stainless steel clips, American Flow Control Tenor Valve Box Centering Deice or equal.
- E. Alternate Valve Box (Use if indicated in Contract Documents)
 - 1. Complete assembly composed of the valve box and extension stem. The valve box top shall be cast iron and the upper and lower pipes may be cast iron or high density polyethylene. The box assembly shall be adjustable.
 - 2. The stem assembly shall be of a telescoping design that allows for variable adjustment length. The design shall include a means to prevent the stem assembly from disengaging when fully extended. The extension stem shall survive a torque test of 1,000 ft-lb without failure.
 - 3. Manufacturer: American Flow Control Trench Adapter or equal.

2.04 Fire Hydrants

- A. Hydrant: Dry-barrel type, AWWA C502; Waterous Pacer Model WB-67 with a 16" upper barrel section, unless a specific manufacturer is indicated elsewhere in the Contract Documents.
- B. Design
 - 1. Traffic model type equipped with a barrel ground-line flanged coupling and main rod coupling designed to fail completely and uniformly when the hydrant is impacted by a motor vehicle. Weakened steel or weakened cast iron bolts used in breakable barrel couplings are not acceptable.
 - 2. Designed for working pressure of 150 psi.
 - 3. Main valve shall open against system pressure and shall be not less than 5 1/4-inch.
 - 4. No excavation shall be required to remove main valve and movable parts of main valve.
 - 5. Drain port.
 - 6. Bury length of 7.5 feet from bottom of connecting pipe to ground line.
 - 7. Mechanical joint inlet connection.
 - 8. Open by turning counterclockwise.
 - 9. Outlets: Two 2-1/2-inch hose nozzles, one 4-1/2-inch pumper nozzle with National Standard threads and caps with chains.
 - 10. Pentagonal operating nuts.
- C. Paint: Red, unless indicated otherwise. Paint in accordance with AWWA C502, Section 4.2.

2.05 Tapping Sleeve

- A. Tapping Sleeve: Carbon steel, epoxy coated, mechanical joint.
- B. Manufacturer: Smith-Blair 622, Dresser 610, or equal.

2.06 Service Lateral

- A. Pipe: Copper, ASTM B88, Type K.

2.07 Corporation Stops

- A. Brass corporation stop with taper thread inlet and conductive compression outlet.
 - 1. 3/4" and 1": Mueller Ground Key Corporation Valve, H-15008 or equal.
 - 2. 1 1/2" and 2": Mueller Ori-Corp H-15013 or equal.

2.08 Curb Stops

- A. Brass curb stop with conductive compression inlet and outlet, quarter turn check, and Minneapolis top.
 - 1. 3/4" and 1": Mueller Mark II Oriseal H-15155 or equal.
 - 2. 1 1/2" and 2": Mueller 300 Ball Curb Valve B-25155 or equal.

2.09 Curb Box

- A. Cast iron extension type, Minneapolis pattern with stationary rod, 1 1/4" upper section, 7-foot length, pentagon nut.
- B. Mueller H-10300 or equal.

2.09 Service Saddles

- A. Ductile Iron Pipe: Double strap, epoxy-coated ductile iron with stainless steel straps; Smith-Blair 317 or equal.

2.10 Bedding and Cover Material

- A. Provide bedding and cover material meeting the requirements of ASTM D2321, Class IA, IB, II or III described as follows:
 1. Class IA - Clean angular crushed stone, crushed rock, or crushed gravel conforming to the following gradation:

Sieve Size	% Passing By Weight
1"	100
3/4"	90 - 100
3/8"	20 - 55
No. 4	0 - 10
No. 8	0 - 5

2. Class IB - Clean angular crushed stone, crushed rock, or crushed gravel conforming to the following gradation:

Sieve Size	% Passing By Weight
1/2"	100
3/8"	85 - 100
No. 4	10 - 30
No. 200	0 - 5

3. Class II - Clean coarse-grained soils free from organic matter, trash, debris, stones larger than 1-inch, and frozen material and classified in ASTM D2487 as follows:

- GW - Well-graded gravels, gravel-sand mixtures, little or no fines.
- GP - Poorly-graded gravels, gravel-sand mixtures, little or no fines.
- SW - Well-graded sands, gravelly sands, little or no fines.
- SP - Poorly-graded sands, gravelly sands, little or no fines.

Excavated trench material may be used if it meets the above material requirements.

4. Class III - Coarse-grained soils with fines free from organic matter, trash, debris, stones larger than 1-inch, and frozen material and classified in ASTM D2487 as follows:

- GM - Silty gravels, gravel-sand-silt mixtures.
- GC - Clayey gravels, gravel-sand-clay mixtures.
- SM - Silty sands, sand-silt mixture.
- SC - Clayey sands, sand-clay mixtures.

Excavated trench material may be used if it meets the above material requirements.

PART 3 - EXECUTION

3.01 Handling of Materials

- A. Handle all material with care to avoid damage. No material shall be dropped.

- B. Remove all defective material from the job site.
- C. Store materials in a manner that protects them from damage. Store hydrants and valves in a manner that provides protection from damage by freezing.

3.02 Lines and Grade

- A. Lay pipe to the lines and grades shown on the Drawings or given by the Owner's Representative.
- B. Locate all fittings, valves, and hydrants as shown on the Drawings or as given by the Owner's Representative.

3.03 Laying Pipe

- A. Unless otherwise indicated on the plans, all water mains, including hydrant leads, shall have a minimum depth of cover of 7.0 feet.
- B. Handle pipe, fittings, valves and hydrants in a manner to prevent damage. Use suitable equipment when lowering materials into the trench.
- C. Before pipe is laid, remove all foreign matter from the inside and remove all excess coating material, blisters, oil, grease, dirt and moisture from the inside of the bell end and the outside of the spigot end.
- D. The interior of the pipe shall be kept clean during laying, and no trench water shall be allowed to enter the pipe.
- E. Assemble joints in accordance with AWWA C600 for ductile iron pipe.
- F. Pipe lines intended to be straight shall be so laid. Deflections from straight line or grade, when required, shall not exceed those listed below:

Maximum Deflection Full Pipe, Push-On Joints - D.I. Pipe

Pipe Diameter	Deflection Angle	Maximum Deflection - Inches	
		18-Ft. Length	20- Ft. Length
4"	5°	19	21
6"	5°	19	21
8"	5°	19	21
10"	5°	19	21
12"	5°	19	21

Maximum Deflection Full Pipe, Mechanical Joints D.I.

Pipe Diameter	Deflection Angle	Maximum Deflection - Inches	
		18-Ft. Length	20- Ft. Length
4"	8°-18'	31	35
6"	7°-7'	27	30
8"	5°-21'	20	22
10"	5°-21'	20	22
12"	5°-21'	20	22

3.04 Pipe Bedding and Cover

- A. Place 4" of bedding material beneath pipe.
- B. Place bedding material around the pipe to the spring line. Work the material in and around the pipe by hand to provide uniform support.
- C. Place cover material carefully to a level six inches above the pipe.

3.05 Separation from Sewer

- A. Lay water mains a minimum of 8 feet from sewer lines (center to center).
- B. When water mains cross over sewers, provide a minimum of 12 inches from the bottom of the water

main to the top of the sewer.

- C. When water mains cross under sewers, provide a minimum of 18 inches from the top of the water main to the bottom of the sewer.

3.06 Valve Installation

- A. Provide valve box for each valve unless the plans call for a valve manhole.
- B. Install valve adapter on valve and set box on adapter, as per manufacturer's instructions.
- C. Set valve box vertical with the cover flush with finish grade. Install box so that there is a minimum of six inches of adjustment above and below finish grade elevation.

3.07 Hydrant Installation

- A. Set all hydrants plumb and have the nozzles parallel with or at right angles to the curb line or street with the pumper nozzle facing the curb or street.
- B. Set hydrant height above grade as shown on the Standard Detail Drawings.
- C. Connect hydrants to the main with a 6-inch lead. Install a gate valve on the lead unless specifically deleted.
- D. Provide drainage at the base of the hydrant by placing crushed stone wrapped in geotextile at the base of the hydrant. The stone shall extend at least 6 inches above the hydrant drain port. Where ground waters rise above the drain port or when the hydrant is located within 8 feet of a sanitary or storm sewer, plug the drain port.
- E. Provide plastic bag or poly-wrap covering over top of hydrant until the water main has been accepted by Engineer for fire protection.

3.08 Thrust Restraint

- B. Provide joint restraints for mechanical joint connections on hydrant leads, hydrants, branch of tees, 45° bends, caps, and plugs. Install joint restraints in accordance with the manufacturer's instructions.
- C. In addition to joint restraints, provide precast concrete reaction block (cast-in-place concrete may be used) with an approximate weight of approximately 600 lbs. for all horizontal tees and bends, and for end caps, and hydrants. Concrete masonry blocks are not acceptable.
- D. For vertical offsets, provide joint restraints for all fittings and rods between fittings.

3.09 Hydrostatic Testing

- A. All water main and water services shall be tested hydrostatically to a pressure of 150 psi in accordance with AWWA C600. Perform testing in the presence of the Engineer or authorized representative of the Owner.
- B. Water services that serve fire protection systems only shall be tested as in A above except that the test pressure shall be 200 psi.
- C. The Contractor shall provide all equipment and shall perform all work required in connection with the tests.
- D. Each section tested shall be slowly filled with water, care being taken to expel all air from the pipes.
- E. Conduct leakage test at the same time or following the pressure test in accordance with AWWA C600 for ductile iron pipe. The leakage test shall be for a minimum of two hours. The test pressure shall be maintained within 5 psi of the specified test pressure. The allowable leakage shall be determined by the following equation:
 1. AWWA C600 - Ductile Iron Pipe

$$L = \frac{SD(P)^{1/2}}{133,200}$$

- L = allowable leakage in gallons per hour.
- S = length of pipe tested in feet.
- D = nominal pipe diameters in inches.
- P = average test pressure in psi.

Allowable Leakage - GPH/1,000 Ft. 150 PSI Average Test Pressure		Allowable Leakage - GPH/1,000 Ft. 200 PSI Average Test Pressure	
Pipe Size Inches	Allowable Leakage Gallons per Hour	Pipe Size Inches	Allowable Leakage Gallons per Hour
3	0.28	3	0.32
4	0.37	4	0.42
6	0.55	6	0.64
8	0.74	8	0.85
10	0.92	10	1.06
12	1.10	12	1.27

- F. Any section of pipe that fails the test shall be repaired and retested.

3.10 Tapping Sleeve Testing

- A. All tapping sleeves shall be hydrostatically tested at a minimum of 150 PSI prior to tapping.

3.11 Electrical Conductivity

- A. Provide electrical conductivity. Bolt copper straps of push-on pipe together. For mechanical joint pipe, bolt copper strip to bell. Bare metal on bell prior to connection.
- B. For pipes cut in the field, exothermically weld the bonding straps to the pipe. The pipe metal shall be bared at the point of attachment. Coat bear metal with asphaltic material.
- C. Provide conductivity across all gate valves and across the hydrant bottom using a copper strap or #4 AWG bare copper wire welded to pipe on either side of the valve or hydrant bottom.

3.12 Disinfection and Bacteriological Testing

- A. Before being placed in service, the entire line shall be flushed and chlorinated in accordance with the requirements of AWWA C651.
- B. During the chlorination process, operate all valves, hydrants and accessories to ensure contact of all parts with the chlorine solution.
- C. After chlorination, the water shall be flushed from the system at its extremities until the chlorine concentration in the water leaving the mains is no higher than that generally prevailing in the system or less than 1 mg/l.
- D. After final flushing and before the water mains are placed in service, bacteriologically safe tests must be obtained. Two samples, at least 24 hours apart, are required. Sample in accordance with the requirements of AWWA C651.

3.13 Service Connections

- A. Corporation stops for water service connections shall be placed to service each building site as required. The minimum water service size is 1-inch.
- B. Unless otherwise noted, construct copper service laterals to the property line. Set the curb stop and box at the property line. The lateral shall have a minimum 7.0 feet of cover.
- C. Installation
 1. Install copper service with 7.0 feet of cover.
 2. Locate service taps at the 10:00 or 2:00 o'clock positions on the circumference.
 3. Service taps shall be at least 12 inches apart. Stagger taps around circumference when more than one tap is made at same location.

4. Prior to installation of corporation stop, wrap threads with two wraps of 3 mil Teflon tape.
 5. Provide a horizontal half loop in the service pipe at the tap.
- D. Water service laterals 2 1/2-inch diameter and larger shall have a minimum center-to-center horizontal separation of 8 feet from sewer laterals or mains.
- E. Water service laterals 2-inch diameter and smaller shall have a minimum center-to-center horizontal separation of 30 inches from sewer laterals or mains. Separation may be less than 30 inches if the bottom of the water lateral is at least 12 inches (outside pipe to outside pipe) above the sewer lateral or main.
- F. Service Saddles: Two inch taps on 6-inch ductile iron water main require a service saddle.

3.14 As-Built Measurements

- A. Provide as-built measurements clearly marked on a clean copy of the Construction Drawings. These as-built measurements are incidental to the Work. As a minimum, include the following items:
1. Distance between valves, tees and bends.
 2. Ties from ground features to tees and bends to clearly located the buried utility construction.
 3. Distance from tees, valves, or bends to corporation stops.
 4. Length of service laterals.

EXHIBIT C
Long-term Stormwater Management Maintenance Agreement

SITE NAME AND LOCATION

Rolling Woods Multi-Family Development Airport Road
Portage, Wisconsin 53901
Parcel# 11271-

RESPONSIBLE PARTY The Owner (Premier Real Estate, LLC), and its successors and assigns, are responsible for satisfying the provisions of this agreement throughout the site for the duration of the construction period, and for the duration of time that the Owner and/or successors and assigns hold ownership. This maintenance agreement shall reside with the property for all changes in ownership, zoning and any other usage.

PERMANENT COMPONENTS OF THE STORMWATER SYSTEM

The stormwater system consists of the following components:

- Stormwater Detention Basin
- Detention Basin Outlet Structure and Piping
- Swales
- Culverts and Storm Sewer

INSPECTION AND MAINTENANCE

The following statement applies to the components of the Stormwater System:

All components of the stormwater system shall be inspected at least semi-annually in early spring and early autumn. Repairs will be made and accumulated sediment removed whenever the performance of a stormwater control structure is compromised. Eroded areas shall be re-vegetated immediately.

Stormwater Detention Basin and Swales

The basin and swales should be inspected semi-annually for erosion and nuisance conditions (mosquitoes, weeds, woody growth, trash, dumping, etc.). Eroded areas shall be stabilized immediately with stone or rip-rap. The berm and interior faces of the basin shall be inspected semiannually for indications of structural failure such as slumping, seepage, woody growth, etc. Any noted sediment collected in the basin shall be removed.

The basin bottom should drain dry within 24 hours after a rain event. If standing water is noted after 24 hours has elapsed, measures that may be taken include removal of sediment and/or deep tilling to help restore infiltration rates. Bare non-vegetated areas will require replacement with plants similar to those provided in the original specifications.

The culvert outlet and outlet control structure shall be inspected semi-annually for blockage and integrity. Any blockage encountered shall be removed by vacuuming or jetting.

Culverts and Storm Sewer

Any debris clogging the pipe inlets shall be removed. Washouts or other erosion shall be repaired immediately. Culverts and storm sewer shall be inspected annually for blockage and integrity. Any blockage encountered shall be removed by vacuuming or jetting.

DUTY TO PROVIDE MAINTENANCE In the event the Owner fails to perform its obligations under this agreement, the City of Portage shall have the authority to inspect and maintain all components of the stormwater system. In such an event, all associated costs will be assessed back as a special charge against the property pursuant to Sec. 66.0627 Wis. Stats. Said charge shall be a lien on the property and shall be collected with the real estate taxes.

OWNER:

Premier Rolling Woods, LLC
Calvin Akin, Sole Member
19105 W. Capitol Drive, Suite 200
Brookfield, WI 53045

MUNICIPALITY:

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

Statewide Services, Inc.

Claim Division

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

June 24, 2014

City of Portage
Attn: Rebecca Ness
115 West Pleasant St
Portage WI 53901

Program: League of Wisconsin Municipalities Mutual Insurance
Our Insured: City of Portage
Date of loss: 5/28/2014
Our Claim # WM000112710086
Claimant: Paula Stedman
2816 Summerdale Ave
Rockford IL 61101

Dear Ms. Ness,

Statewide Services, Inc. administers the claims for the League of Wisconsin Municipalities Mutual Insurance which insures the City of Portage. We are in receipt of the claim submitted by Ms. Stedman for damage to her vehicle caused by a cement framed turning lane.

We have reviewed the matter and recommend that the City of Portage deny this claim pursuant to the Wisconsin statute for disallowance of claim 893.80(lg). The disallowance will shorten the statute of limitations period to six (6) months.

Our denial is based on the fact that the investigation revealed no negligence on behalf of the City. The City did not have prior actual or constructive notice of the existence of the hazard which allegedly caused this incident.

Please submit the disallowance directly to the claimant at the above address. The disallowance should be sent certified or registered mail and must be received by the claimant within 120 days after you receive Notice of Claim. Please send a copy of the disallowance to Statewide Services Inc. Claims.

Statewide Services, Inc.

Claim Division

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

July 3, 2014

CITY OF PORTAGE
ATTN: MARIE A MOE
115 WEST PLEASANT STREET
PORTAGE, WI 53901

RE: Our Claim #: WM000112710055
Date of Loss: 10/18/2012
Claimant: Kim B. Kelly, 214 E Conant Street
Portage, WI 53901

Dear Ms. Moe:

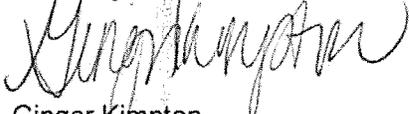
Statewide Services, Inc. administers the claims for the League of Wisconsin Municipalities Mutual Insurance, which provides the insurance coverage for the City of Portage. We are in receipt of the "Claim for Damages" submitted by Ms. Kelly in which she is asserting she sustained bodily injury(s) as a result of an alleged trip and fall on a sidewalk located at 110 East Conant Street on October 18, 2012.

Our investigation has revealed that the City of Portage was not negligent or liable for this incident as the City did not have prior notice of the condition which allegedly caused this incident. A municipality has no liability unless it knew, or should have known, of the existence of the condition and had reasonable amount of time to repair the condition. Therefore, in the absence of negligence and absence of notice of the condition on the part of the City, we recommend that the City of Portage disallow this claim pursuant to the Wisconsin Statute for disallowance of claim 893.80(1)(g). The disallowance of the claim in this manner will allow us to shorten the statute of limitations period to six months.

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

Thank you.

Sincerely,



Ginger Kimpton
Casualty Claims Adjuster II
855-828-5515 / 866-828-6613 fax
gkimpton@statewidesvcs.com

CC: Mike Zagrodnik, Agent



INSURED CASH SWEEP

PUBLIC FUNDS



BWWD

**Bank of Wisconsin Dells
Lake Delton Branch
Community Bank of Portage**



Why ICS?

Smart Cash Management

* Placement of your funds through the ICS service is subject to the terms, conditions, and disclosures set forth in the agreements, including the ICS Deposit Placement Agreement, that you enter into with us. Limits and customer eligibility criteria apply. Program withdrawals are limited to six per month when using the ICS savings option. If you are subject to restrictions with respect to the placement of funds in depository institutions, it is your responsibility to determine whether the placement of funds through ICS, or a particular ICS option or transaction, satisfies those restrictions. Insured Cash Sweep is a registered service mark, and ICS is a service mark, of Promontory Interfinancial Network, LLC.

ICSSM, the Insured Cash Sweep[®] service, is a smart and convenient way for public fund managers to safeguard large deposits.*

Why is that? With ICS, you can:

- Earn interest on funds placed into demand deposit accounts using the ICS demand option, money market deposit accounts using the ICS savings option, or both
- Enjoy peace of mind – feel good knowing your ICS funds are eligible for FDIC insurance
- Access funds
- Save time and accomplish more



Why ICS?

Earn Interest

Earn interest.

Ask us about the interest you can earn using ICS.



BWD

Bank of Wisconsin Dells
Lake Delton Branch
Community Bank of Portage

Why ICS?

Enjoy Peace
of Mind

Enjoy peace of mind.

Your ICS funds are eligible for protection that's backed by the *full faith and credit* of the United States government.

No depositor has ever lost a penny of FDIC-insured funds.



Why ICS?

Access Funds

Access funds.

The ICS demand option offers unlimited program withdrawals.

The ICS savings option offers up to six program withdrawals each month.

Your funds can be placed using either or both ICS options to best match your cash management and liquidity needs.



Why ICS?

Save Time & Accomplish More

Save time and accomplish more.

By providing access to FDIC insurance, ICS can help your public unit comply with investment policy mandates through a single bank relationship.

Plus, you can reduce your ongoing collateral-tracking requirements.

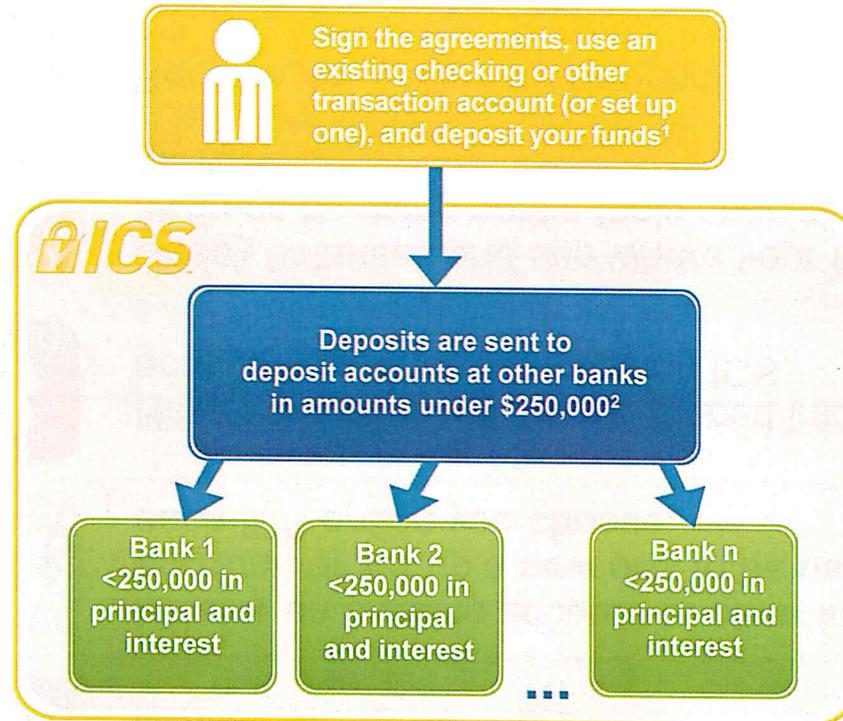
All of this means you can spend more time on accomplishing your public entity's goals.



How Does ICS Work?

Work Directly With Just One Bank

By working directly with just us – a bank you already know and trust – you can receive coverage through many.



¹ If you choose both the savings and demand options, you will need to have a separate transaction account for each.

² Deposits are sent to demand deposit accounts with the demand option and to money market deposit accounts with the savings option. The standard FDIC insurance maximum is \$250,000 per insured capacity, per bank.



How Does ICS Work?

Follow These
Straightforward
Steps

1

Sign an ICS Deposit Placement Agreement and a custodial agreement with us.

2

Identify an existing account or other transaction account, or set up a new one to be used with each ICS option you choose.

3

Have your deposited funds placed into deposit accounts at other banks using ICS.

4

Check balances and see where your funds are at all times by using online tools specially developed for ICS.

5

Receive, for each service option you use, one monthly statement from us summarizing your account activity and balances across institutions.



BWD

Bank of Wisconsin Dells
Lake Delton Branch
Community Bank of Portage

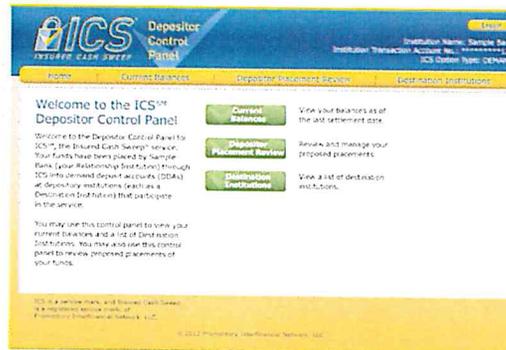
How Does ICS Work?

Utilize Convenient Online Tools

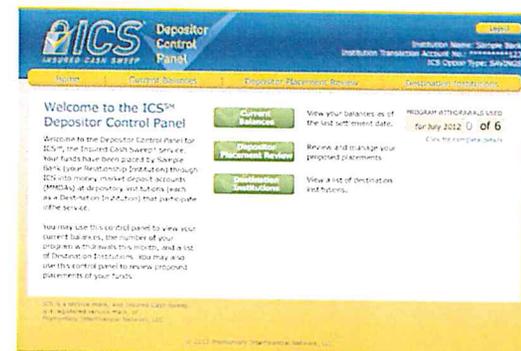
See (online) where your funds are at all times.

Check your ICS balances, keep track of monthly program withdrawals (for the savings option), review and manage proposed placements (for the savings option), review and manage proposed placements, and monitor other information of interest to you.

www.depositorcontrol.com



ICS demand option



ICS savings option

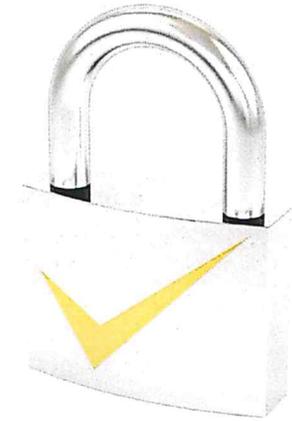


How Does ICS Work?

Rest Assured

As always, your confidential information remains protected.

Let us know if you would like to learn more about our privacy policy.

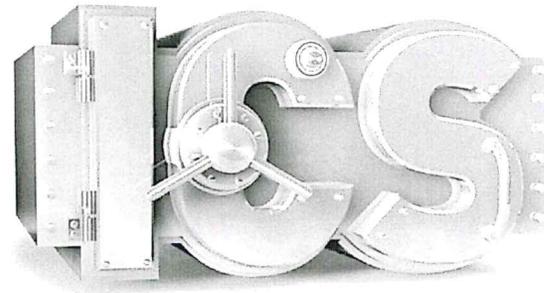


BWD

Bank of Wisconsin Dells
Lake Delton Branch
Community Bank of Portage

We're Here to
Answer Your
Questions

Let's talk about how ICS
can work for you.





Deposit Placement Agreement

You, the undersigned, enter into this ICS Deposit Placement Agreement (this "Agreement") with [Bank of Wisconsin Dells] ("we" or "us"). This Agreement states the terms and conditions on which we (as your "Relationship Institution") will transfer, or "sweep," funds from transaction accounts that you (as the "Depositor") maintain with us (each a "Transaction Account"). The funds will be placed in deposit accounts at other depository institutions (each a "Destination Institution"), the deposits of which are insured by the Federal Deposit Insurance Corporation ("FDIC").

We will endeavor to place your funds at Destination Institutions using ICSSM, the Insured Cash Sweep[®] service of Promontory Interfinancial Network, LLC ("Promontory"). The amount of your funds that we place in the deposit accounts that have been established for the placement of your funds at Destination Institutions (your "Deposit Accounts" and each a "Deposit Account") will not exceed the FDIC standard maximum deposit insurance amount ("SMDIA"), currently \$250,000,¹ at any one Destination Institution.

We offer placement of funds through ICS to businesses, nonprofit entities, and, subject to applicable law, public entities. We may also choose to place funds through ICS for individuals with a demonstrated need to maintain large cash balances (e.g., \$500,000 or more) over a 12-month period. You must be capable of using, and you agree to use, the ICS Depositor Control Panel ("DCP"), an online tool described in this Agreement, to review proposed placements and for other purposes. You also agree to receive notices concerning ICS deposits on the DCP and by email.

Funds in your Deposit Accounts will be "deposits," as defined by federal law,² at the Destination Institutions.

We offer both the ICS demand option and the ICS savings option. Each Deposit Account at a Destination Institution in which your funds will be placed using the ICS demand option will be a demand deposit account ("DDA"). Each Deposit Account at a Destination Institution in which your funds will be placed using the ICS savings option will be a money market deposit account ("MMDA"). With the ICS demand option, you are permitted unlimited withdrawals. With the ICS savings option, you are permitted up to six withdrawals each month.

1. Your Relationship With Us

1.1. Agency and Custodial Relationship

(a) We will act as your agent in placing your funds in Deposit Accounts through ICS and, under our separate custodial agreement with you (the "Custodial Agreement"), as your custodian for the Deposit Accounts. We will not act as your investment adviser, and we will have no obligation to advise you of alternative investments. The Bank of New York Mellon ("BNY Mellon") will act as our sub-custodian,

settlement agent, reconciliation agent, and recordkeeper. BNY Mellon will also act as recordkeeper for Destination Institutions at which your Deposit Accounts are established, maintaining certain deposit account records for those Destination Institutions.

(b) Each Deposit Account (i) will be recorded on the records of the Destination Institution in the name of BNY Mellon, as our sub-custodian, (ii) will be recorded on the records of BNY Mellon in our name, as your custodian, and (iii) will be recorded on our records in your name, all in a manner that will permit the Deposit Account to be FDIC-insured to the same extent as if you held it directly with the Destination Institution. For purposes of Article 8 of the Uniform Commercial Code, we will act as your securities intermediary for, and will treat as financial assets, your Deposit Accounts and all your security entitlements and other related interests and assets with respect to your Deposit Accounts, and we will treat you as entitled to exercise the rights that comprise your Deposit Accounts. All interests that we hold with respect to your Deposit Accounts are held by us solely as your securities intermediary and are not our property. You are and will remain the owner of all funds of yours that we place for you through ICS and any interest on those funds.

(c) As more fully described below, our proposed placements of your funds in Deposit Accounts at Destination Institutions will be available to you in advance on the DCP to approve or reject on each day that is not a Saturday, a Sunday, or another day on which banks in New York, New York, are authorized or required by law or regulation to close (a "Business Day"). We have entered into an agreement with Promontory to use ICS for proposed allocation of funds to Destination Institutions that have also entered into agreements with Promontory. In doing so we will adhere to Promontory's policies and procedures. Promontory is not your agent or custodian, however, and it is not responsible for placement of your funds or custody of your Deposit Accounts.

1.2. Termination of Custodial Relationship

(a) Either you or we may terminate your participation in ICS at any time. You may not transfer your Deposit Accounts to another custodian, but you may dismiss us as your custodian for a Deposit Account and request that your ownership of the Deposit Account will be recorded in your name on the books of the Destination Institution. We will endeavor to cause any such request that we receive from you to be promptly forwarded to the Destination Institution. Each Destination Institution at which your funds may be placed has agreed that it will promptly fulfill any such requests, subject to your compliance with its customer identification policies.

(b) If you have a Deposit Account recorded in your name on the books of a Destination Institution, you will be able to enforce your rights in the Deposit Account directly against the Destination Institution, but we will no longer have any custodial responsibility with respect to the Deposit Account and you will no longer be able to enforce your rights in the Deposit Account against the Destination Institution through us. After your Deposit Account has been recorded in your name on the books of the Destination Institution, the interest

¹ 12 C.F.R. § 330.1(n).

² 12 U.S.C. § 1813(l).

rate applicable to the Deposit Account will be the interest rate that the Destination Institution is willing to offer you.

2. Your Deposits at Destination Institutions

2.1. *The Deposit Accounts and the Interest Rate*

(a) Each of your Deposit Accounts, including the principal balance and the accrued interest, will be a deposit obligation of the Destination Institution at which the Deposit Account has been established and will not be an obligation of Promontory, BNY Mellon, or us. We, as your custodian, will maintain on our books and records, either directly or with the assistance of BNY Mellon, custodial accounts (each an "ICS Custodial Account") in which we will hold your interests with respect to the Deposit Accounts. We will establish for you separate ICS Custodial Accounts for funds placed using the ICS demand option and for funds placed using the ICS savings option. In addition, we may permit you to have multiple ICS Custodial Accounts for your business purposes with either option, and we may also permit you to have multiple Transaction Accounts associated with an ICS Custodial Account. Having multiple ICS Custodial Accounts or multiple Transaction Accounts will not expand the FDIC insurance coverage available to you in a single insurable capacity.

(b) In accordance with federal regulations, for funds placed using the ICS savings option, each Destination Institution reserves the right to require written notice of an intended withdrawal from an MMDA not less than seven days before the withdrawal is made. The Destination Institutions have indicated that they do not currently intend to exercise this right.

(c) Payment of the full amount of all accrued interest with respect to a Deposit Account at a Destination Institution will be solely the responsibility of that Destination Institution. The interest rate for all of your Deposit Accounts of a particular type (i.e., DDA or MMDA) at all Destination Institutions on any day will be the then-current rate we establish, which may be any rate (including zero) and which we may modify at any time (the "Interest Rate"). We may establish different Interest Rates for the ICS demand option and the ICS savings option. Through your continued participation in ICS, you accept the Interest Rate or Interest Rates.

(d) We do not offer or promise you any particular interest rate. In particular, we do not promise you that the Interest Rate or Interest Rates will be any particular rate or that any Interest Rate that may be effective at a given time will be effective at a later time. The Destination Institutions have agreed that interest on your Deposit Accounts will accrue and compound daily at the applicable Interest Rate and will be credited to principal at least once each month. Any claim for payment of accrued interest is enforceable solely against the Destination Institution, not against us, and we will have no debt to you for any such amount.

2.2. *Balances and Statements*

(a) On any day, you may confirm through the DCP the aggregate principal balance in your Deposit Accounts (your "Program Balance") for each ICS Custodial Account, and your principal balance and accrued interest at each Destination Institution for each ICS Custodial Account, as of the settlement of net payments to and from

ICS participating institutions through BNY Mellon ("ICS Settlement") for the preceding Business Day or, after completion of ICS Settlement on a Business Day, for that Business Day.

(b) For each ICS Custodial Account, we will send you periodic account statements that include your Program Balance as of the end of the statement period, the total interest you have earned on your Deposit Accounts during the period, the rate of return you have earned on the daily average closing principal balance in your Deposit Accounts for the period (which will be referred to as the "Statement Period Yield"), and your principal balance at each Destination Institution in which your funds are deposited as of the end of the period. You should retain these account statements.

(c) The account information available on the DCP as described in Section 2.2(a), and the periodic statements described in Section 2.2(b), will be your record of your Deposit Accounts.

3. Program Deposits and Program Withdrawals

3.1. *Triggering Events*

(a) Schedule 1 to this Agreement sets forth events that will trigger a transfer of funds at ICS Settlement from the Transaction Account to the Deposit Accounts (a "Program Deposit") or a transfer of funds at ICS Settlement from the Deposit Accounts to the Transaction Account (a "Program Withdrawal").

(b) Depending on the terms of Schedule 1, an event that triggers a Program Deposit or a Program Withdrawal (a "Triggering Event") may be a specified change in the Transaction Account balance, a request by you that we accept, or another event described in Schedule 1.

(c) If we permit you to have multiple Transaction Accounts associated with a single ICS Custodial Account, Schedule 1 may specify separate sets of Triggering Events for each Transaction Account or one set of Triggering Events for all Transaction Accounts.

3.2. *Program Deposits*

(a) The occurrence of a Triggering Event for a Program Deposit does not result in a transfer of funds to your Deposit Accounts until the applicable ICS Settlement occurs. Schedule 2 to this Agreement contains important information regarding the insured status of funds in the Transaction Account.

(b) Subject to the other terms and conditions of this Agreement, and except as provided in the next subsection, a Triggering Event for a Program Deposit under Schedule 1 will result in a transfer of funds to your Deposit Accounts at ICS Settlement the next Business Day (a "Regular Program Deposit").

(c) Schedule 1 states whether the transfer of funds to your Deposit Accounts at ICS Settlement on the same Business Day (a "Same-Day Program Deposit") is available and, if so, the cutoff time for you to request a Same-Day Program Deposit (the "Same-Day Deposit Cutoff Time"). To the extent Schedule 1 so provides, and subject to the other terms and conditions of this Agreement, a request that we receive and accept before the Same-Day Deposit Cutoff Time

will be a Triggering Event that results in a Same-Day Program Deposit.

(d) We may impose a maximum Program Balance amount for your deposits placed through ICS and will inform you of any maximum Program Balance we impose. Even if a Triggering Event for a Program Deposit occurs, we may not transfer the amount to your Deposit Accounts to the extent it would cause the Program Balance to exceed the maximum amount. In addition, we may choose not to transfer to the Deposit Accounts an amount that we have credited to the Transaction Account, but have not yet collected from a third party.

3.3. Program Withdrawals; Advances

(a) Subject to the other terms and conditions of this Agreement, a Triggering Event for a Program Withdrawal under Schedule 1 will result in a transfer of funds from your Deposit Accounts at ICS Settlement the next Business Day (a "Regular Program Withdrawal"). If the Triggering Event occurs on the last Business Day of a month, the Program Withdrawal will occur on the first Business Day of the following month for purposes of the Program Withdrawal limit that applies in connection with the ICS savings option.

(b) Schedule 1 states whether the transfer of funds from your Deposit Accounts at ICS Settlement on the same Business Day (a "Same-Day Program Withdrawal") is available and, if so, the cutoff time for you to request a Same-Day Program Withdrawal (the "Same-Day Withdrawal Cutoff Time"). To the extent Schedule 1 so provides, and subject to the other terms and conditions of this Agreement, a request that we receive and accept before the Same-Day Withdrawal Cutoff Time will be a Triggering Event that results in a Same-Day Program Deposit.

3.4. Advances; Security Interest in Deposit Accounts

(a) If Schedule 1 provides that we will advance funds to you in anticipation of a Program Withdrawal, or if we otherwise decide in our discretion to advance funds to you in anticipation of a Program Withdrawal, you will owe the amount of these funds to us and we will retain from the funds we receive at ICS Settlement the amount we have advanced to you.

(b) With respect to any amount that you owe to us pursuant to Section 3.4(a):

(i) you grant us, and acknowledge that we have, a security interest in, and a lien on, your Deposit Accounts, related security entitlements, and other related interests and assets that we may hold for you as custodian and securities intermediary pursuant to the Custodial Agreement for the amount you owe to us,

(ii) if a Destination Institution fails before a Program Withdrawal is completed, we may retain the amount of the Program Withdrawal from the proceeds of your FDIC insurance claim to satisfy the amount you owe to us, and

(iii) to the extent the amount you owe to us is not satisfied from the interests and assets we are holding for you pursuant to the Custodial Agreement, or from the proceeds of any FDIC

insurance claim, the amount remains owed by you to us and is payable on demand.

(c) If, in a separate agreement, you have granted us a security interest in your Deposit Accounts or in any security entitlements or other interests or assets relating to your Deposit Accounts as collateral for a loan to you or otherwise, we may decline to honor a request for a Program Withdrawal, or decline to honor a debit transaction in the Transaction Account that would trigger a Program Withdrawal or be funded by a Program Withdrawal, to the extent the Program Withdrawal would cause your Program Balance to fall below the loan amount or other amount that you have agreed to maintain in your Deposit Accounts or to which the security interest applies. If, in a separate agreement, you have granted us a security interest in the Transaction Account, we also may decline to honor other kinds of debit transactions in the Transaction Account in accordance with the separate agreement.

4. Program Withdrawal Limit

4.1. Program Withdrawal Considerations

(a) With the ICS demand option, you may make unlimited Program Withdrawals. With the ICS savings option, you may use up to six Program Withdrawals per month for an ICS Custodial Account. To remain within this limit, you should satisfy yourself that the Triggering Events for Program Deposits and Program Withdrawals under Schedule 1 are appropriate in light of your anticipated day-to-day activity in any Transaction Account associated with the ICS Custodial Account.

(b) In addition to applying the Program Withdrawal limit, we will allocate funds so that, in accordance with federal regulations, your funds are not withdrawn from an MMDA at any one Destination Institution more than six times in a month.

(c) Although we may permit you to have more than one ICS Custodial Account for your business purposes, you may not have more than one ICS Custodial Account for the purpose of avoiding the effects of the Program Withdrawal limit.

(d) With the ICS savings option, if Triggering Events on the same Business Day result in both a Same-Day Program Withdrawal, on that Business Day, and a Regular Program Withdrawal, on the next Business Day, the Triggering Events will have resulted in your use of two of your six Program Withdrawals for the month.

4.2. Excess Program Withdrawals

(a) The consequences of exceeding the limit of six Program Withdrawals depend on whether you give us, in Schedule 1, an advance instruction to endeavor to reallocate your funds from the ICS savings option to the ICS demand option in the circumstances described in Section 4.2(b) (a "Reallocation Instruction").

(b) If you give us a Reallocation Instruction in Schedule 1, the following provision will apply with respect to each ICS Custodial Account:

(i) So long as you have not exceeded the limit of six Program Withdrawals for the ICS savings option in any two previous months:

(A) you may use all six permitted Program Withdrawals in a month, and

(B) if an excess (seventh) Program Withdrawal occurs before the last Business Day of the month, we will endeavor to reallocate all the remaining funds in your MMDAs at Destination Institutions to DDAs at Destination Institutions, and we will transfer to the Transaction Account any such funds not so reallocated.

(ii) If you have exceeded the limit of six Program Withdrawals for the ICS savings option in any two previous months and a sixth Program Withdrawal occurs in a month, (A) we will endeavor to reallocate all the remaining funds in your MMDAs at Destination Institutions to DDAs at Destination Institutions, and we will transfer to the Transaction Account any such funds not so reallocated, and (B) the ICS Custodial Account will be ineligible for the ICS savings option for the remainder of the month and for the next six full months. Your eligibility to use the ICS demand option will not be affected.

(c) If you do not give us a Reallocation Instruction in Schedule 1, the following provision will apply:

(i) So long as you have not exceeded the limit of six Program Withdrawals for the ICS savings option in any two previous months:

(A) you may use all six permitted Program Withdrawals in a month, and

(B) if an excess (seventh) Program Withdrawal occurs before the last Business Day of the month, we will transfer all the remaining funds in your MMDAs at Destination Institutions to the Transaction Account.

(ii) If you have exceeded the limit of six Program Withdrawals for the ICS savings option in any two previous months and a sixth Program Withdrawal occurs in a month, (A) we will transfer all the remaining funds in your MMDAs at Destination Institutions to the Transaction Account, and (B) the ICS Custodial Account will be ineligible for the ICS savings option for the remainder of the month and for the next six full months. Your eligibility to use the ICS demand option will not be affected.

(d) If all the funds in MMDAs for an ICS Custodial Account have been returned to the Transaction Account for the remainder of a month, no Program Deposits for the ICS savings option will occur before the end of the month. If the ICS Custodial Account has become ineligible for the ICS savings option, no Program Deposits for the ICS savings option will occur during the period of ineligibility.

5. Daily Allocation and Depositor Control

5.1. *Daily Allocation; Review and Consent*

(a) In addition to allocating your funds to each Destination Institution in an amount that is under the FDIC insurance limit, the ICS process for allocating Program Deposits, Program Withdrawals, and funds already on deposit reflects considerations such as the need for certain Destination Institutions to receive deposits in amounts they have placed for their own customers and possible limits on the amounts a Destination Institution may have agreed to receive. At any Destination Institution, these amounts may change from day to day. Accordingly, subject to the procedures described in this Section 5, the allocation of funds takes place each Business Day.

(b) As a result of the daily allocation of funds in ICS and the allocation objectives outlined in Section 5.1(a), the set of Destination Institutions to which your funds on deposit are allocated on a Business Day, and the amount allocated to each Destination Institution, may differ from a previous Business Day's allocation. A different allocation may involve the movement of funds from one Destination Institution to another Destination Institution, even though you do not have a Program Deposit or a Program Withdrawal. Such movements of funds will not affect any Interest Rate.

(c) You exercise control over the placement of your funds through direct contact with us and through the DCP. You are responsible for reviewing the important information we provide you through the DCP, including information regarding proposed placements that we provide each Business Day. In addition, on request at any time, we will provide you with a list of all Destination Institutions.

(d) Although we will not place your funds at Destination Institutions that you exclude or reject in the manner described below, you authorize and consent to the placement of your funds at Destination Institutions that you approve, or do not exclude or reject, as set forth below.

5.2. *Destination Institution Exclusions*

(a) We will not place your funds at any Destination Institution that is on your then-effective list of exclusions from eligibility to receive your funds through ICS (your "*List of Exclusions*").

(b) You may enter the name of any depository institution on your List of Exclusions in Schedule 4 to this Agreement. An exclusion in Schedule 4 is effective when we have signed the Agreement. You may later add exclusions to your List of Exclusions, or subtract exclusions from your List of Exclusions, by contacting us in a manner we specify. If you add an exclusion in this manner, the new exclusion will be effective within one Business Day after the first Business Day on which we have received the notice from you.

(c) If, on a Business Day, you have outstanding deposits that we have placed for you using Promontory's CDARS® service, and you have provided the same taxpayer identification number to us for purposes of CDARS and ICS, our placements of your funds at Destination Institutions for that Business Day in ICS:

(i) will not include a Destination Institution that is the subject of a then-effective designation by you as ineligible to receive your funds through CDARS, and

(ii) will not cause the balance in your Deposit Accounts at a Destination Institution, together with the outstanding deposits, if any, that we have placed for you at that Destination Institution through CDARS, to exceed the SMDIA.

5.3. Depositor Control Panel

(a) Promontory will assist us in providing the DCP to you. Schedule 3 to this Agreement provides access information for the DCP. When you first log in to the DCP using the login credentials described in Schedule 3, you will be required to change your DCP user name and password.

(b) You represent that you have a computer with Internet access, an e-mail address, the ability to download and print information from the DCP for your records, and the knowledge and experience to use an online tool for the DCP functionality. In addition, you acknowledge that you will be required to obtain and maintain all equipment and services necessary for access to the DCP.

5.4. Depositor Placement Review

(a) Each Business Day, your aggregate principal balance that will be in Deposit Accounts at Destination Institutions after that day's ICS Settlement will be provisionally allocated to Destination Institutions. The amount allocated will reflect your Program Balance as of the last ICS Settlement, plus any Program Deposit that will occur at the day's ICS Settlement, minus any Program Withdrawal that will occur at the day's ICS Settlement. The allocation may provide that previously-deposited funds will be removed from one or more Destination Institutions and deposited in one or more other Destination Institutions.

(b) After the provisional allocation occurs on a Business Day, but before it becomes final at the day's ICS Settlement, Depositor Placement Review ("DPR") will occur through the DCP. Even if a Destination Institution is not on your List of Exclusions, we will not place your funds at the Destination Institution that day at ICS Settlement if you reject it that day during DPR through the DCP. The initial DPR time period is set forth in Schedule 3. We may change the DPR period by posting advance notice of the change on the DCP. Your rejection of a Destination Institution will be effective only if you submit it, as specified in the DCP, before DPR ends.

(c) In DPR, you will see a list of proposed placements of your funds at ICS Settlement later that day (the "Proposed Placement List"), reflecting the provisional allocation of all your funds, including funds that will be moved from one Destination Institution to another Destination Institution. The Proposed Placement List will include the principal balance allocated to each Destination Institution. If you review the Proposed Placement List, and you click the approval button or you do not reject any of the Destination Institutions on the list, you will be approving the proposed placements and your funds will be placed in accordance with the list.

(d) If you reject any of the Destination Institutions on the Proposed Placement List, you will be approving placement at Destination Institutions on the list that you do not reject. After entering rejections, if sufficient time remains in DPR, you will have the opportunity to review a list of other Destination Institutions at which your funds could be placed (the "Alternate Placement List"). If you click the approval button for the Alternate Placement List, or you do not reject any of the Destination Institutions on it, you will be approving the placement of your funds at any of the listed Destination Institutions. If you reject any of the Destination Institutions on the Alternate Placement List, you will be approving placement at listed Destination Institutions that you do not reject. We may place your funds at any combination of Destination Institutions on the Proposed Placement List and the Alternate Placement List that you do not reject.

(e) If the provisional allocation on a Business Day would result in funds of yours currently at one Destination Institution being moved to another Destination Institution and you reject the other Destination Institution in DPR that Business Day, the funds will not necessarily remain at the first Destination Institution. The funds will be allocated to a Destination Institution that you do not reject or returned to the Transaction Account.

(f) A Destination Institution that you reject in DPR will also be added to your List of Exclusions, for purposes of future placements, within one Business Day after the Business Day on which you submit the rejection.

(g) We do not guarantee that all your funds will be placed at Destination Institutions on any particular day, even if they were placed at Destination Institutions on a previous day. Exclusions of Destination Institutions, and rejections of Destination Institutions in DPR, may increase the chance that funds will not be placed. If funds not yet transferred to your Deposit Accounts are not allocated to a Destination Institution on a Business Day, the funds will remain in the Transaction Account. If funds previously transferred to the Deposit Accounts are not allocated to a Destination Institution on a Business Day, the funds will be returned to the Transaction Account.

6. FDIC Insurance Considerations

6.1. Deposit Insurance Coverage

(a) You may obtain information about deposit insurance coverage by visiting the FDIC website at www.fdic.gov or by contacting the FDIC by letter, email, or telephone. All your deposits at a Destination Institution in the same insurable capacity (whether you are acting directly or through an intermediary) will be aggregated for purposes of the SMDIA. You should add to your List of Exclusions any FDIC-insured depository institution at which you have other deposits in the same insurable capacity. Insurable capacities include individual accounts, joint accounts, and individual retirement accounts. Separate divisions within a corporate entity are not eligible for separate insurance coverage, and a separate taxpayer identification number ("TIN") does not necessarily evidence or establish a separate insurable capacity. It is your obligation to determine whether funds we are placing for you through ICS are maintained in separate insurable capacities. We use your TIN to identify you, and we place your funds on the understanding that you are not depositing funds for placement under more than one TIN in the same insurable capacity.

(b) The Transaction Account balance, alone or when aggregated with your other deposits with us in the same insurable capacity, may exceed the SMDIA. Schedule 2 describes measures you should take if you cannot accept risks associated with uninsured deposits in the Transaction Account.

(c) The requirements for deposit insurance coverage of the deposits of the United States government, state, county, and municipal governments and their political subdivisions, the District of Columbia, and the Commonwealth of Puerto Rico are set forth in FDIC regulations. If you are a governmental unit, you are responsible for determining whether the requirements for deposit insurance have been met. We are not responsible for uninsured losses resulting from the placement of deposits that are not eligible for deposit insurance.

(d) The records maintained for us by BNY Mellon regarding ownership of your Deposit Accounts will be used to establish your eligibility for deposit insurance coverage. Accordingly, you must immediately report to us any changes in ownership information. We will inform BNY Mellon of any such changes so that it will have accurate information to provide to the FDIC if a Destination Institution fails. The FDIC could also require you to provide additional documentation.

6.2. Deposit Insurance Payments

(a) If deposit insurance payments become necessary for one of your Deposit Accounts, the FDIC is required to pay the principal amount plus accrued interest to the date of the closing of the Destination Institution, as prescribed by law, subject to the SMDIA. No interest is earned on deposits from the time a Destination Institution closes until insurance payments are received. As an alternative to making a direct insurance payment, the FDIC may transfer the deposits of an insolvent institution to a solvent institution. The solvent institution may change the interest rate on a deposit, subject to your right to withdraw the funds.

(b) We will notify you if we receive a deposit insurance payment from the FDIC with respect to your Deposit Account at a failed Destination Institution. Should we receive a deposit insurance payment with respect to your Deposit Account at a failed Destination Institution, we will place the amount of the payment in one or more Deposit Accounts at Destination Institutions pursuant to the deposit placement procedures set forth in this Agreement, subject to the other terms and conditions of this Agreement, including Section 3.4.

(c) In general, if an insured depository institution is closed, the FDIC is required by law to pay the insured deposits "as soon as possible," either by cash or by transferring the deposit to a new insured depository institution. It is possible, however, that an insurance payment could be delayed. We will not be obligated to make any payment to you in satisfaction of a loss you might incur as a result of a delay in an insurance payment, and we will not be obligated to advance funds with respect to any such payment. Nor will Promontory or BNY Mellon have any such obligation.

6.3. Responsibility to Monitor Deposits; Publicly Available Information

(a) You are responsible for monitoring the total amount of funds in your Deposit Accounts at each Destination Institution in each insurable capacity to determine the extent of FDIC deposit insurance coverage available to you for deposits at that Destination Institution. You should confirm that placements of your funds are consistent with your exclusions and rejections by visiting the DCP and viewing the placements of your funds at Destination Institutions, recognizing that the funds could be placed at different Destination Institutions on any Business Day.

(b) Publicly available financial information concerning the Destination Institutions can be obtained by you at the website of the National Information Center of the Federal Reserve System at www.ffiec.gov/nicpubweb/nicweb/nichome.aspx. We do not guarantee, and neither Promontory nor BNY Mellon guarantees, the financial condition of any Destination Institution or the accuracy of any financial information about any Destination Institution.

7. Our Participation in ICS

7.1. Reciprocal and One-Way

(a) We may participate in ICS through one or both of two different forms of the service. When we use the form known as ICS Reciprocal, we place deposits for our customers and receive deposits placed by other participating financial institutions for their customers. In ICS Reciprocal, we do not receive a fee, but pay a fee to Promontory. When we use the form known as ICS One-Way, we do not receive deposits placed by other institutions or pay a fee to Promontory, but we and Promontory may receive fees from Destination Institutions. The fees may be different for different Destination Institutions.

(b) The interest you receive on all your Deposit Accounts will be at the applicable Interest Rate, whether we use ICS Reciprocal or ICS One-Way. It is possible, however, that the Interest Rate may be different depending on which form of ICS we use. In ICS Reciprocal, the fee we pay to Promontory may affect the Interest Rate. In ICS One-Way, fees paid by Destination Institutions to us or to Promontory, or cost-of-funds rates at which Destination Institutions may request funds, may affect the Interest Rate. Whether we use ICS Reciprocal or ICS One-Way, however, you will not pay a fee for the placement of your funds through ICS.

7.2. Approved Use

(a) Schedule 4 includes two boxes relating to which form of the ICS service we may use in connection with the placement of your funds. If you check the first of these two boxes, we may use ICS Reciprocal, ICS One-Way, or both. We will not be obligated to inform you of the interest rate that might be available using the other form, and we may select a form of ICS that provides greater benefits to us. If you check the second of these two boxes, we may use only ICS Reciprocal in connection with the placement of your funds.

(b) If you are subject to restrictions on the placement of your funds at depository institutions, you are responsible for determining

whether the placement of your funds through ICS, in accordance with Schedule 4, satisfies the restrictions.

8. Additional Considerations

8.1. *Compare Rates*

(a) We are not advising you regarding alternative investments, and you are responsible for comparing the rates of return and other features of your Deposit Accounts to other available deposit accounts, and other kinds of investments, before deciding to have us place your funds using ICS.

(b) The Interest Rate or Interest Rates for your Deposit Accounts may be higher or lower than interest rates on comparable deposits available directly from us, from the Destination Institutions that establish your Deposit Accounts, from other Destination Institutions, or from insured depository institutions that are not Destination Institutions.

(c) Promontory may offer us and our employees non-cash incentives in connection with our placement of funds.

8.2. *Allocation Considerations and Compensatory Payments*

(a) The ICS allocation process does or may reflect, in addition to enabling Destination Institutions to receive deposits in certain amounts, various other considerations, including considerations of applicable law, Promontory's objectives, and other matters. Promontory may allocate funds in a manner that enhances Promontory's profits, our profits, or both.

(b) When we use ICS Reciprocal, we may make compensatory payments to, or receive compensatory payments from, other ICS participating institutions reflecting the difference between the applicable Interest Rate and the rate at which we pay interest on deposit accounts that we have established as a Destination Institution for customers of other ICS participating institutions. These payments are intended to provide us with an interest cost on the deposit accounts of the customers of the other institutions that is the same as the cost we would have incurred if we had paid interest on those deposit accounts at the applicable Interest Rate at which you receive interest for your Deposit Accounts. If we have been making such compensatory payments and you have your Deposit Account recorded in your name on the books of a Destination Institution as described in Section 1.2, the interest rate at which the Destination Institution is willing to pay you interest on the account may be lower than the Interest Rate.

(c) If we were to become insolvent, the FDIC could transfer custody of your Deposit Accounts to a new custodian that participates in ICS. Alternatively, you could elect to establish your Deposit Accounts directly with the Destination Institutions or you could elect to have your funds returned to you.

8.3. *Mutual Institution Voting and Subscription Rights*

(a) If your funds are placed in a Deposit Account at a Destination Institution in the mutual form of organization, you may receive through us a notice of a meeting of the depositor members of that mutual institution. Because your Deposit Account will be

identified on the books of the mutual institution in the name of the sub-custodian and not in your name, you will not have the opportunity to attend the meeting or vote by proxy, and you hereby waive any such rights. The sub-custodian has agreed that it will forward meeting notices to us (for delivery to you), but the sub-custodian will not attend the meeting or vote by proxy.

(b) It is possible that the mutual institution also may send notice of its intention to convert to a stock institution and provide for priority, non-transferable subscription rights for depositor members of the mutual institution to purchase stock in the conversion. Because your Deposit Account will be identified on the books of the mutual institution in the name of the sub-custodian and not in your name, you will not have the opportunity to exercise any subscription right to purchase the stock or to vote on the conversion, and you hereby waive any such rights. The sub-custodian also will not purchase any stock in the conversion.

(c) If you wish to receive meeting notices directly, attend meetings, and vote (to convert from the mutual to stock form of ownership, form a mutual holding company, or otherwise) with respect to your Deposit Account at a Destination Institution that is a mutual institution, or if you wish to receive subscription rights in the event the mutual institution converts from mutual to stock form, you must dismiss us as custodian before the applicable record date (a date usually at least one year in advance of the date the mutual institution's board of directors adopts a plan of conversion) and have your ownership of the Deposit Account recorded in your name directly on the books of the mutual institution.

9. Other Provisions

9.1. *Release and Use of Identifying Information*

(a) You consent to our providing your name, TIN, and other pertinent identifying information ("*Identifying Information*") to BNY Mellon, Promontory, and other parties providing services in connection with ICS (each a "*Service Provider*"). A Service Provider may use the Identifying Information only in connection with its provision of services relating to ICS. We may also provide Identifying Information to a Destination Institution, but will do so only to the extent necessary to comply with a request by you or your agent or to comply with applicable law. In addition, we and other Service Providers may provide Identifying Information to the FDIC in connection with a deposit insurance claim.

(b) We will not provide Identifying Information to any other party unless we determine that (i) we are required by applicable law to do so or (ii) we are permitted by applicable law to do so and have reasonable grounds to do so to protect our own legal or business interests or the legal or business interests of Promontory or BNY Mellon. Promontory may use and disclose information regarding aggregated activity of ICS depositors, provided it does not use or disclose any Identifying Information except as permitted by this Section 9.1.

9.2. *Liability and Dispute Resolution*

(a) We are responsible for maintaining, directly or through a Service Provider, appropriate records of our placements for you. We

are also responsible for not placing your funds through ICS at any Destination Institution that is the subject of a then-effective exclusion on your List of Exclusions, at any Destination Institution that is the subject of an effective rejection by you at the time of the applicable ICS Settlement, in an ICS placement at a Destination Institution under a single TIN in an amount that exceeds the SMDIA, or in a manner that violates Section 5.2(c). IF ALL OR PART OF YOUR DEPOSIT AT A DESTINATION INSTITUTION IS UNINSURED BECAUSE OF OUR FAILURE TO FULFILL THESE RESPONSIBILITIES, AND IF THE DESTINATION INSTITUTION FAILS AND YOU DO NOT OTHERWISE RECOVER THE UNINSURED PORTION, WE WILL REIMBURSE YOU FOR YOUR DOCUMENTED LOSS OF THE UNINSURED PORTION.

(b) SUBJECT TO OUR REIMBURSEMENT OBLIGATION IN THE PRECEDING SUBSECTION, AND EXCEPT AS MAY BE OTHERWISE REQUIRED BY APPLICABLE LAW, WE WILL NOT BE LIABLE, AND PROMONTORY AND BNY MELLON WILL NOT BE LIABLE, TO YOU OR TO ANY THIRD PARTY FOR ANY LOSS OR DAMAGES INCURRED OR ALLEGEDLY INCURRED IN CONNECTION WITH THIS AGREEMENT. WITHOUT LIMITING THE FOREGOING, WE, PROMONTORY, AND BNY MELLON WILL NOT HAVE ANY LIABILITY FOR: (i) ANY LOSS ARISING OUT OF OR RELATING TO A CAUSE OVER WHICH WE DO NOT HAVE DIRECT CONTROL, INCLUDING THE FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECT PROBLEMS, UNAUTHORIZED ACCESS, THEFT, OPERATOR ERRORS, GOVERNMENT RESTRICTIONS, OR FORCE MAJEURE (E.G., EARTHQUAKE, FLOOD, SEVERE OR EXTRAORDINARY WEATHER CONDITIONS, NATURAL DISASTERS OR OTHER ACT OF GOD, FIRE, ACTS OF WAR, TERRORIST ATTACKS, INSURRECTION, RIOT, STRIKES, LABOR DISPUTES OR SIMILAR PROBLEMS, ACCIDENT, ACTION OF GOVERNMENT, COMMUNICATIONS, SYSTEM OR POWER FAILURES, OR EQUIPMENT OR SOFTWARE MALFUNCTION), OR (ii) ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS).

(c) ANY DISPUTES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT WILL BE GOVERNED BY THE DISPUTE RESOLUTION, ARBITRATION, CHOICE OF LAW, VENUE, WAIVER OF JURY TRIAL, AND COSTS

RELATED TO DISPUTES PROVISIONS, IF ANY, CONTAINED IN YOUR CUSTODIAL AGREEMENT.

9.3. *Miscellaneous*

(a) This Agreement constitutes the entire agreement between us relating to the placement of deposits through ICS and any other matter herein, supersedes prior agreements, understandings, negotiations, representations, and proposals, written or oral, relating to any matter herein, and may not be amended by any oral representation made or oral agreement reached after the execution of this Agreement.

(b) Either party may terminate this Agreement on written notice to the other, but the obligations of both parties will survive with respect to any funds deposited at the time of termination. In addition, the provisions of this Section 9 will survive termination.

(c) Schedules 1, 2, 3, and 4 (each a "Schedule") are incorporated into and made part of this Agreement. We may amend this Agreement, including any Schedule, prospectively by giving you written notice of the amendment at least fourteen (14) days before the effective date of the amendment, which will be specified in the amendment. We may provide written notice of the amendment by means of a posting on the DCP, an entry on your account statement, an email message, or a printed letter.

(d) This Agreement may not be assigned, in whole or in part, by either party except by operation of law or as required by applicable law, and any purported assignment in violation hereof is void.

(e) The headings in this Agreement are for convenience only, and are not intended to describe, interpret, define, or limit the scope or intent of this Agreement or any clause hereof. The term "applicable law" refers to all applicable statutes, rules, regulations, and judicial orders, whether federal, state, or local. The term "including" does not imply exclusion. The term "month" refers to the calendar month.

By signing below, you (as Depositor) and we (as Relationship Institution) agree to be legally bound by this ICS Deposit Placement Agreement, effective when you and we have signed it. If the Transaction Account is a joint account, each owner of the Transaction Account must sign this Agreement, and funds in your Deposit Accounts will be held in the same joint ownership capacity.

RELATIONSHIP INSTITUTION

Institution name: Bank of Wisconsin Dells

Signature: _____

Name and title of authorized signatory:
Tracey M. Pierce, Sr VP

Date signed: _____

SOLE OR PRIMARY DEPOSITOR

Depositor name: City of Portage

Signature: _____

Name and title of authorized signatory (if not individual):

Depositor TIN or other numeric identifier (and type):

Email address: _____@_____

Date signed: _____

ADDITIONAL DEPOSITOR(S) IF JOINT ACCOUNT

Depositor name: N/A

Signature: _____

Depositor TIN or other numeric identifier (and type):

Email address: _____@_____

Date signed: _____

(Add signature lines as needed.)

Custodial Agreement Template

CUSTODIAL AGREEMENT

You, the undersigned, enter into this Custodial Agreement (this "Agreement") with [Bank of Wisconsin Dells] ("we" or "us").

1. Pursuant to this Agreement, you authorize us (as your "Relationship Institution") to hold and act as your custodian with respect to all deposit accounts, including all time deposits, money market deposit accounts, and demand deposit accounts, issued or established at other participating institutions pursuant to the CDARS Deposit Placement Agreement or the ICS Deposit Placement Agreement for funds of yours placed through CDARS®, the Certificate of Deposit Account Registry Service®, or ICSSM, the Insured Cash Sweep® service (collectively, the "Deposit Accounts") and all your security entitlements and other related interests and assets with respect to your Deposit Accounts (collectively, the "Related Entitlements"). The custodial account in which we will hold your Deposit Accounts and Related Entitlements (the "Custodial Account") comprises all the CDARS and ICS custodial accounts that we maintain for you.

2. As your custodian, we may (i) cause your Deposit Accounts to be titled in our name or in the name of our sub-custodian, (ii) collect for your account all interest and other payments of income or principal pertaining to your Deposit Accounts, (iii) endorse on your behalf any check or other instrument received for your account that requires endorsement, (iv) deposit your funds in, or withdraw your funds from, your Deposit Accounts in accordance with your instructions, (v) deliver or transfer funds from another account with us to your Deposit Accounts or deliver or transfer funds from your Deposit Accounts to another account with us in accordance with your instructions, (vi) for Deposit Accounts that are time deposits, surrender for payment for your account maturing Deposit Accounts and those for which early withdrawal is requested, (vii) execute and deliver or file on your behalf all appropriate receipts and releases and other instruments, including whatever certificates may be required from custodians or may be necessary to obtain exemption from taxes and to name you when required for the purpose of the instrument, and (viii) take such other actions as are customary or necessary to effectuate the purposes of this Agreement.

3. For purposes of Article 8 of the Uniform Commercial Code as adopted in Wisconsin (the "UCC"), we will act as your securities intermediary for, and will treat as financial assets, any Deposit Accounts and Related Entitlements that we hold for you pursuant to this Agreement. The Custodial Account will constitute a securities account, as defined in the UCC.

4. We may comply with any writ of attachment, execution, garnishment, tax levy, restraining order, subpoena, warrant, or other legal process that we believe (correctly or otherwise) to be valid. We may notify you of such process by telephone, electronically, or in writing. If we are not fully reimbursed for records research, imaging, photocopying, and handling costs by the party that served the process, we may charge such costs to your account, in addition to any minimum fee we charge for complying with legal processes.

5. We may honor any legal process that is served personally, by mail, or by electronic mail or facsimile transmission at any of our offices or an office of our agent (including locations other than where the funds, records, or property sought is held), even if the law requires personal delivery at the office where your account or records are maintained.

6. We will have no liability to you for any good-faith act or omission by us in connection with this Agreement. You agree to indemnify us and our sub-custodian, and to hold us and our sub-custodian harmless from, all expenses (including counsel fees), liabilities, and claims arising out of any good-faith act or omission by us in connection with this Agreement or compliance with any legal process relating to the Custodial Account that we believe (correctly or otherwise) to be valid. You agree to pay any service charges that we impose on the Custodial Account.

7. You may be an individual in an individual capacity, more than one individual in a joint capacity, or a trust, partnership, corporation, or other legal entity. We may accept instructions on your behalf from any individual who signs this Agreement as or on behalf of a Depositor and from any of the following individuals:

Name	Title or Legal Capacity

By signing below, you and we agree to be legally bound by this Custodial Agreement.

RELATIONSHIP INSTITUTION

Institution name: Bank of Wisconsin Dells

Signature: _____

Name and title of authorized signatory:
Tracey M. Pierce, Sr VP

Date signed: _____

SOLE OR PRIMARY DEPOSITOR

Depositor name: City of Portage

Signature: _____

Name and title of authorized signatory (if not individual):

Depositor TIN or other numeric identifier (and type):

Email address: _____@_____

Date signed: _____

ADDITIONAL DEPOSITOR(S) IF JOINT ACCOUNT

Depositor name: N/A

Signature: _____

Depositor TIN or other numeric identifier (and type):

Email address: _____@_____

Date signed: _____

(Add signature lines as needed.)

SCHEDULE 2 TO ICS DEPOSIT PLACEMENT AGREEMENT

Transaction Account

Although we will not place your funds through ICS at any one Destination Institution in an amount that exceeds the standard maximum deposit insurance amount ("SMDIA") of \$250,000, balances in your Transaction Account, separately or together with your other balances with us in the same insurable capacity, may exceed the SMDIA. For example, your balances may exceed the SMDIA until ICS Settlement for a pending large Program Deposit or if all funds in your Deposit Accounts are returned to your Transaction Account for the remainder of a month as a result of the application of the Program Withdrawal limit. If you cannot accept the risk associated with uninsured deposits in these or other circumstances, it will be your responsibility to make arrangements with us to have such funds collateralized, protected by a properly-executed repo sweep arrangement, or otherwise adequately protected, in a manner consistent with applicable law. You should consult your legal advisor to determine whether a particular collateralization arrangement is consistent with applicable law.

SCHEDULE 3 TO ICS DEPOSIT PLACEMENT AGREEMENT

Depositor Control Panel and Depositor Placement Review

1. Depositor Control Panel

The address of the Depositor Control Panel is <https://www.depositorcontrol.com>.

Your initial login credentials for the Depositor Control Panel will be as follows:

User name:	The account number for the Transaction Account
Password:	The last four digits of the TIN or other numeric identifier entered for the sole or primary Depositor on the signature page of this Agreement

You will also be required to enter the email address you have provided to us.

We will separately advise you of any additional steps required of you by additional security controls.

2. Depositor Placement Review

The DPR period each Business Day will be as follows:

12:00 noon to 12:30 P.M. Eastern time

We may change the DPR period by posting notice on the DCP in advance of the change.

Customer: City of Portage

Schedule 1 - Alternative Template 2: Target Balance

A/C Title:

A/C #: SCHEDULE 1 TO ICS DEPOSIT PLACEMENT AGREEMENT

Circle One: DDA NOW MMDA

Program Deposits and Program Withdrawals

Interest Rate:

1. Specified Terms

(a) For the ICS demand option, the Target Balance, Minimum Sweep Amount, and Minimum Return Amount for the Transaction Account are as follows:

Target Balance	Minimum Sweep Amount	Minimum Return Amount
\$	\$	\$

(b) For the ICS savings option, the Target Balance, Minimum Sweep Amount, and Minimum Return Amount for the Transaction Account are as follows:

Target Balance	Minimum Sweep Amount	Minimum Return Amount
\$	\$	\$

(c) The Same-Day Deposit Cutoff Time is as follows:

9 : 00	A.M.	Central
--------	------	---------

(d) Reallocation Instruction:

- If you check this box, you are giving us a Reallocation Instruction as specified in Section 4.2(b).
- If you check this box, you are not giving us a Reallocation Instruction.

2. Program Deposits

(a) The Triggering Event for a Regular Program Deposit is a net change in the Transaction Account balance that causes its balance to exceed the Target Balance by more than the Minimum Sweep Amount. After posting all your Transaction Account activity for a Business Day, we will determine whether the Transaction Account balance exceeds the Target Balance by more than the Minimum Sweep Amount. Subject to the other terms and conditions of this Agreement, if such a Triggering Event occurs, we will transfer the amount by which the Transaction Account balance exceeds the Target Balance to Deposit Accounts at ICS Settlement on the next Business Day.

(b) The Triggering Event for a Same-Day Program Deposit is a Same-Day Program Deposit request by you that we receive and accept before the Same-Day Deposit Cutoff Time on a Business Day. Subject to the other terms and conditions of this Agreement, if such a Triggering Event occurs, we will transfer the requested amount to Deposit Accounts at ICS Settlement later on the same Business Day.

(c) If a Triggering Event for a Program Deposit occurs, we may debit the Transaction Account and credit a holding account before the transfer of funds to Deposit Accounts occurs at ICS Settlement.

3. Program Withdrawals

(a) All Program Withdrawals will be Regular Program Withdrawals, which occur on the Business Day after the Triggering Event. The Triggering Event for a Program Withdrawal is a net change in the Transaction Account balance that causes its balance to be less than the Target Balance by more than the Minimum Return Amount. After posting all your Transaction Account activity for a Business Day, we will determine whether the Transaction Account balance (excluding any amounts that we have credited that day to the Transaction Account in anticipation of a Program Withdrawal) is less than the Target Balance by more than the Minimum Return Amount. Subject to the other terms and conditions of this

Agreement, if such a Triggering Event occurs, we will transfer an amount from your Deposit Accounts at ICS Settlement the next Business Day, up to the available amount in your Deposit Accounts, sufficient to restore the Transaction Account balance to the Target Balance.

(b) Subject to the other terms and conditions of this Agreement, including Section 3.4, and subject to the rules and cutoff times that otherwise apply to transaction accounts with us, we will honor your debit transactions in the Transaction Account so long as the sum of your funds in the Transaction Account and your funds in your Deposit Accounts, after taking into account any pending Program Deposits and any pending Program Withdrawals, is not less than zero. We will do so even if the amount of the debit transaction exceeds the Transaction Account balance.

(c) If a Triggering Event for a Program Withdrawal occurs, we may credit the Transaction Account and debit a holding account before the transfer of funds from your Deposit Accounts occurs at ICS Settlement.

City of Portage

by: _____ Date:

Name/Title:

Purchase of Service Contract for Community
Development Block Grant – Revolving Loan Fund Housing Rehabilitation
Program
(CDBG-RLF) for the City Of Portage

I. Parties and Contract Period

A. This contract is between the City of Portage, whose business address is, 115 W. Pleasant Street, Portage, WI 53901, hereinafter referred to as the **Purchaser**; and Central Wisconsin Community Action Council, Inc, whose business address is 1000 Hwy 13, PO Box 430, Wisconsin Dells, WI 53965, hereinafter referred to as the **Provider**. This contract is to be effective as of June 1, 2014 and will terminate May 31, 2015.

B. The Provider employee responsible for day to day administration of this contract will be Fred Hebert, whose principal business address is 1000 Hwy 13, PO Box 430, Wisconsin Dells, WI 53965. In the event that the administrator is unable to administer this contract, the Provider will contact the Purchaser and designate a new administrator.

C. The Purchaser employee responsible for day-to-day administration of this contract will be City Treasurer, whose principal business address is 115 W. Pleasant Street, Portage, WI 53901. In the event that the administrator is unable to administer this contract, the Purchaser will contact the Provider and designate a new administrator.

II. Services to be Provided

The Purchaser agrees to purchase for, and the Provider agrees to provide housing related repair and replacement service to eligible clients, in accordance with the Revolving Loan Policies and procedures of the City of Adams Community Development Block Grant Housing Rehabilitation Programs.

III. Payment for Services

The total amount to be paid to the Provider by the Purchaser shall not exceed 12% of the activity dollars spent plus fees described in Addendum A, Section II, Para 2. Provider shall return to Purchaser funds paid in excess of the allowable cost of services provided. If the Provider fails to return funds paid in excess of the allowable cost Purchaser shall recover from Provider any money paid in excess of the allowable costs from subsequent payments made to the Provider.

IV. Eligibility Standards for Recipients of Service

A. Provider and Purchaser understand and agree that the eligibility of individuals to receive the services to be rendered under this Contract from Provider will be determined by the Provider in accordance with the rules and policies set forth by the State of Wisconsin, Department of Commerce.

B. An individual is entitled to the right of an administrative hearing concerning eligibility and the Provider shall inform individuals of this right.

V. Indemnity and Insurance

A. Provider agrees that it will at all times during the existence of this Contract indemnify Purchaser against any and all loss, damage and costs or expenses which Purchaser may sustain, incur or be required to pay by reason of any eligible client's suffering, personal injury, death or property loss resulting from participating in or receiving the services to be furnished by the Provider under this Contract. The provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by the Purchaser.

B. Provider agrees that, in order to protect itself as well as Purchaser under the indemnity provision set forth in the paragraph above, Provider will at all times during the terms of this Contract keep in force a liability insurance policy issued by a company authorized to do business in the State of Wisconsin and licensed by the Wisconsin Insurance Department. Upon the execution of this Contract, Provider will furnish Purchaser with written verification of the existence of such insurance. In the event of any action, suit or proceedings against Purchaser upon any matter herein indemnified against, Purchaser shall, cause notice in writing thereof to be given to Provider, addressed to its post office address.

VI. Affirmative Action/Civil Rights Compliance

The Provider agrees to comply with the Purchaser and the Grantor's Civil Rights and Fair Housing requirements.

VII. Renegotiation

This Contract or any part thereof may be renegotiated in the case of 1) increased or decreased volume of services; 2) changes required by federal or state laws or regulations or court action; or 3) changes to monies available affecting the substance of this Agreement.

VIII. Contract Revisions and/or Termination

A. Failure to comply with any part of this Contract may be considered cause for revision, suspension, or termination.

B. Revisions to this Contract must be agreed to by Purchaser and Provider by an addendum signed by the authorized representatives of both parties.

C. Provider shall notify Purchaser whenever it is unable to provide the required quality or quantity of services. Upon such notification, Purchaser and Provider shall determine whether such inability will require a revision or cancellation of this Contract.

D. If Purchaser finds it necessary to terminate the Contract prior to the Contract expiration date for reason other than non-performance by the Provider, actual costs incurred by the Provider may be reimbursed for an amount determined by mutual agreement of both parties.

E. This Contract can be terminated by a 30-day written notice by either party.

IX. Records

A. Provider shall maintain such records and financial statements as required by State and Federal laws, rules and regulations and by the Purchaser.

B. Provider will furnish records and financial statements to the Purchaser for their internal audit procedures.

X. Reporting

Provider shall comply with the reporting requirements of the Grantor and Purchaser.

XI. Provider Responsibilities

Provider agrees to meet service standards and applicable licensure and certification requirements as expressed by state and federal rules and regulations. In addition, Provider shall:

1. Cooperate with Purchaser in establishing costs for reimbursement purposes.
2. Maintain a uniform double entry accounting system and a management information system compatible with costs accounting and control systems.
3. If the Provider obtains services for any part of this Agreement from another vendor, the Provider is responsible for fulfillment of the terms of the Contract and shall give prior written notice of such to the Purchaser for approval.

XII. Conditions of the Parties Obligations

A. Nothing contained in this Contract shall be construed to supersede the lawful powers or duties of either party.

B. The Purchaser shall insure that the Provider meets applicable state certification and licensure requirements. The Provider agrees to provide copies of all applicable certification and licenses to the Purchaser within 10 days of entering into this agreement.

C. It is understood and agreed that the entire Contract between the parties is contained herein, except for those matters incorporated herein by reference, and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter thereof.

D. Purchaser shall be notified in writing of all complaints filed against the Provider. Purchaser shall inform the Provider in writing with their understanding of the resolution of the complaint.

E. Purchaser shall receive from the Provider a copy of the most recent licensing or certification report concerning the Provider.

XIII. Access to Provider Records

The Provider shall permit appropriate representatives of the Purchaser and the Grantor to have timely access to the Provider's records as necessary to review compliance with Contract requirements for the use of the funding.

XIV. Signatures

This Contract is agreed upon and approved by the authorized representatives of the City of Portage and Central Wisconsin Community Action Council, Inc. as indicated below.

For Purchaser:

[Signature] _____

[Typed Name] _____

[Title] _____

Date: _____

For Provider:

[Signature]  _____

[Typed Name] Fred Hebert _____

[Title] Executive Director, CWCAC _____

Date: 8-30-2011

Addendum A

I. General Conditions

1. The Provider will assure that it is in compliance with the following Equal Opportunity requirements as they are applicable to the administration of the CDBG program:
 - Civil Rights Act of 1964
Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color or national origin, be excluded from participation on, be denied the benefits, or be subjected to discrimination under any program or activity receiving federal financial assistance.
 - Section 109 of the Housing and Community Development Act of 1974
 - No person in the United States shall, on the grounds of race, color, national origin, sex, age, or handicap be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
 - Section 504 of the Rehabilitation Act of 1973, as amended
 - Title VIII of the Civil Rights Act of 1974 as amended
 - Age Discrimination Act of 1975, as amended
 - Executive Order 11063
 - Executive Order 11246 as amended
 - Section 3 of the Housing and Urban Development Act of 1968 as amended
2. This agreement is not assignable without the express written consent of both parties.
3. The Provider will keep confidential, and not directly or indirectly disclose personal information regarding applicants for or recipients of the RLF funds covered by this Agreement, except to the extent required by any court or program administrative agency, open records laws, the Housing Committee, or other City officials, and then only to the extent necessary or appropriate. It is understood that all such information is the property of the City, and not the Provider.

II. Payments

1. The City of Portage will pay the Provider no more than 12% of the activity dollars spent for the services described in Section III, Para 2 below, plus fees described in Para 2 below. Payment will be made within 30 days of receipt of an invoice from the Provider.
2. The Provider will charge the property owner receiving funds under this program for certain required services. The cost for these services will be included in the RLF loan to

the owner except for the Lead Risk Assessment and Lead Clearance is granted to the homeowner: The services may include:

Initial Property Inspections	\$ <u>200.00</u>
Interim and Final Property Inspections	\$ <u>100.00</u>
Title Verification	\$ <u>45.00</u>
Lead Risk Assessment when needed	\$ <u>400.00</u>
Lead Clearance Testing when needed	\$ <u>200.00</u>

3. The cost of inspections completed for projects that are not ultimately undertaken will be paid with contract administrative funds.

III. Administrative Duties

1. The following services will be provided by the Provider or Purchaser as indicated.

- C Program outreach
- C Project records completion and management
- C Application intake
- G Establishing checking account(s)
- C & G Completion of required financial forms
- C Completion of required reports
- C Labor standards compliance (if applicable)
- G Payment for the required single audit
- C & G Provision of office space
- G Publication of public hearing, meeting, and other required notices
- C & G Payments to contractors
- G Designation of a Housing Committee
- C & G Representation at Housing Committee meetings
- G Payment for required legal work
- C Rehabilitation Specification Write-up
- C Preparation of Vendor Contracts
- C Preparation of client loan/mortgage documents

C: CWCAC

G: Grantee (City of Adams)

ORDINANCE NO. 14-014

ORDINANCE RELATIVE TO OFFENSES AGAINST PUBLIC SAFETY AND PEACE

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

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

Sec. 46-31. Regulation of firearms, weapons and explosives.

- (4) Fish may be hunted by archery within the corporate limits of the city in bodies of water designated by the City of Portage Legislative and Regulatory Committee. Hunting of fish by archery shall be done in accordance with the rules and regulations of the Wisconsin Department of Natural Resources, and the city ordinances. In no circumstances shall fishing be allowed from vehicular or pedestrian bridges or within 75' of public boat landings or within 75' of the boundaries of the public beach on Silver Lake during the hours the beach is open.

This Ordinance shall take effect upon passage and publication thereof.

Passed this 10th day of July, 2014.

W.F. "Bill" Tierney, Mayor

Attest:

Marie A. Moe, WCPC, MMC, City Clerk

First reading: 06/26/14

Second reading: 07/10/14

Published:

Ordinance requested by:
Legislative and Regulatory Committee

ORDINANCE NO. 14-015

**ORDINANCE RELATIVE TO ZONING LOTS 4, 5, 6, 7, 8 OF BLOCK 148;
WEBB & BRONSON'S PLAT OF THE TOWN OF FORT WINNEBAGO – CITY
PLAT; ALSO VACATED JACKSON STREET ALONG LOT 8, LOCATED AT
635 EAST MULLETT STREET**

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

The official zoning map as set forth in Section 90-22 is hereby amended as follows: Lots 4, 5, 6, 7, 8 of Block 148; Webb & Bronson's Plat of the Town of Fort Winnebago – City Plat; also Vacated Jackson Street along Lot 8, located at 635 East Mullett Street, further described as tax parcel 328.02, City of Portage, Columbia County, Wisconsin.

The above described parcel is hereby rezoned to B-4 General Business District.

This Ordinance shall take effect upon passage and publication thereof.

Passed this _____ day of _____, 2014.

W.F. "Bill" Tierney, Mayor

Attest:

Marie A. Moe, WCPC, MMC, City Clerk

First reading:

Second reading:

Published:

Ordinance requested by:

Plan Commission

ORDINANCE NO. 14-016
ORDINANCE RELATIVE TO PARKING REGULATIONS

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

The following Sections are hereby created to read as follows:

CHAPTER 50, Article III, Section 50-78 No Parking Areas

- (28) Eastridge Drive. The following areas along the south curb line:
 - a. From a point 181 feet west of the west curb line of Hunter's Trail to a point 295 feet west.
 - b. From a point 365 feet west of the west curb line of Hunter's Trail to a point 519 feet west.
- (29) Eastridge Drive. The following area along the north curb line:
 - a. From the east curblines of the New Pinery frontage road north of Eastridge Drive to a point 461 feet east.

This Ordinance shall take effect upon passage and publication thereof.

Passed this _____ day of August, 2014.

W. F. "Bill" Tierney, Mayor

Attest:

Marie A. Moe, WCPC, MMC, City Clerk

1st Reading:
2nd Reading:
Published:

Ordinance requested by:
Municipal Services and Utilities

ORDINANCE NO. 14-017

ORDINANCE RELATIVE TO COMMON COUNCIL MEETING ATTENDANCE

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

Section of 2-44(b) of the Portage Code of Ordinances, Conduct of Deliberations, is hereby repealed and recreated to read as follows:

- (b) **Meeting attendance.** All members of the common council shall attend all common council meetings, meetings of committees to which members have been appointed, and special or adjourned meetings when duly notified thereof. A member who does not appear in answer to his name when the roll is called at any regular meeting or any special or adjourned meeting when notified thereof shall be marked absent. Any member seeking to be excused from attending any regular or special meeting must notify, either in writing, by email, by telephone or in person, the mayor or city clerk in advance of such meeting, explaining the reason for his absence and, upon complying with this requirement, such members shall be duly excused from attending said meeting. Any member who shall not render a sufficient excuse for his nonappearance at said meeting, whether regular or special, shall pay the sum of \$15.00 for each meeting missed, at or before the next regular common council meeting, and in the event said member misses two unexcused consecutive meetings, then such member may be censured by the common council, by written resolution, for failure to attend a duty. In the event such member shall not voluntarily pay the fine as provided to the city clerk, then the city clerk shall deduct said amount from his next salary order.

This Ordinance shall take effect upon passage and publication thereof.

Passed this _____ day of August, 2014.

W.F. "Bill" Tierney, Mayor

Attest:

Marie A. Moe, WCPC/MMC, City Clerk

1st Reading:
2nd Reading:

Ordinance requested by:
Legislative and Regulatory Committee

RESOLUTION NO. 14-035

RESOLUTION RELATIVE TO PERMITTED AREAS FOR BOW HUNTING AND FISHING

WHEREAS, the City of Portage recently approved an Ordinance permitting bow hunting and fishing in the city; and

WHEREAS, the Legislative and Regulatory Committee has designated areas where bow hunting and fishing are permitted; a map of which titled "Bow Hunting Locations", dated April 3, 2014 is attached to this Resolution.

NOW THEREFORE, IT IS HEREBY RESOLVED by the Common Council of the City of Portage that the map titled "Bow Hunting Locations" dated July 24, 2014 is hereby adopted.

ADOPTED this 24th day of July, 2014.

W.F. "Bill" Tierney, Mayor

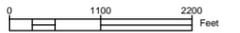
Attest:

Marie A. Moe, WCPC, MMC, City Clerk

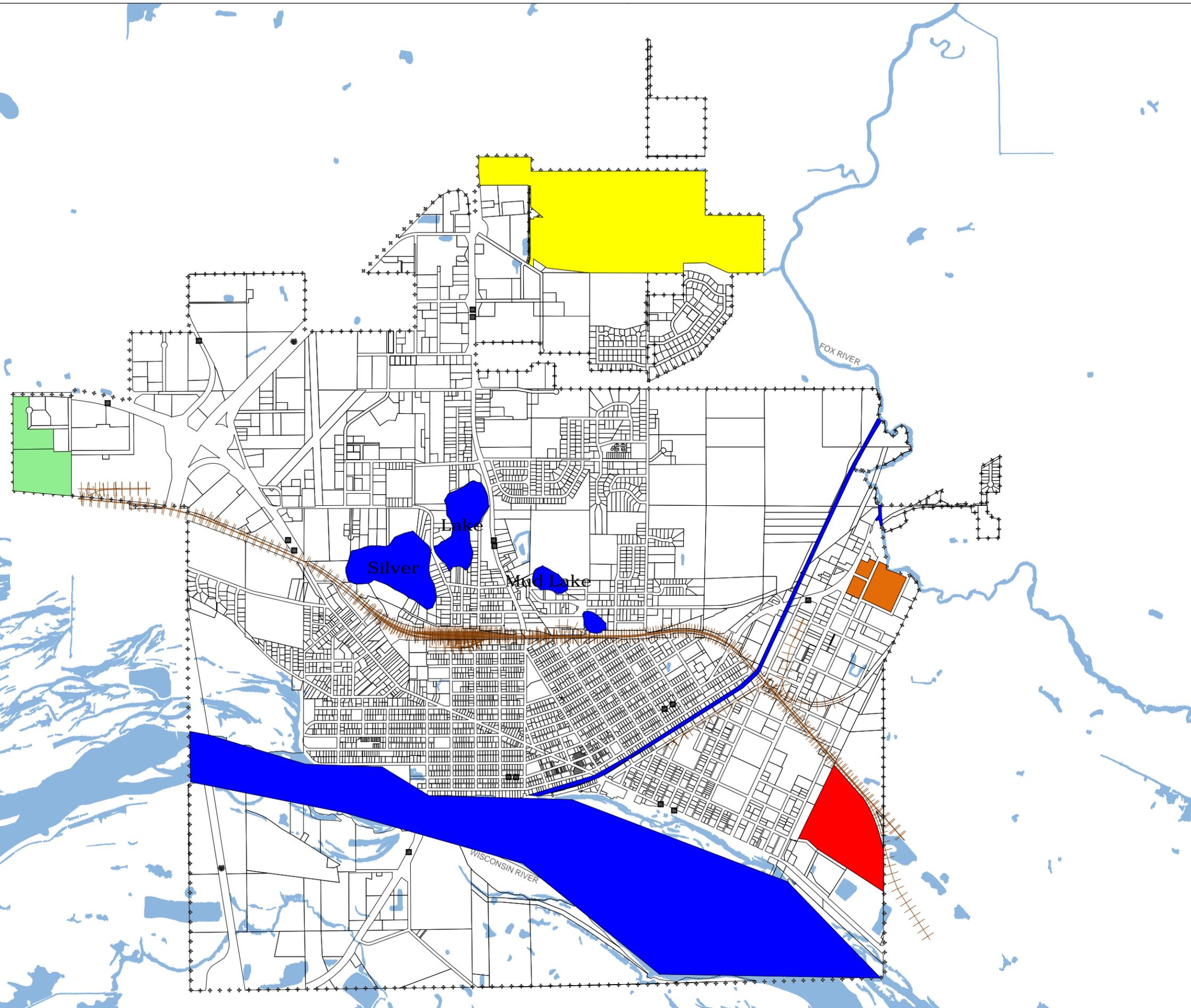
Resolution requested by:
Legislative and Regulatory Committee

City of Portage Bow Hunting Locations

July 24, 2014



Proposed Bow Hunting	
■	Area 1, Parcel 2581.03 (64.95 Acres)
■	Area 2, Parcel 46 (14.24 Acres)
■	Area 2, Parcel 93 (3.20 Acres)
■	Area 2, Parcel 95 (2.83 Acres)
■	Area 3, Parcel 5000 (260.57 Acres)
■	Area 4, Parcel 3302.08 (29.75 Acres)
■	Area 4, Parcel 3302.07 (15.27 Acres)
■	Bow Fishing Permitted within the City
+	CityLimits
■	Rivers
+	RailRoad



July 10, 2014

Mayor Bill Tierney
City of Portage

Mayor Tierney:

Please accept this notice as my intent to resign my position as Alderperson for the City of Portage effective July 31.

I have enjoyed my time serving the City of Portage; however, due to family and other personal commitments I am no longer able to devote the time necessary to fulfilling these duties.

Sincerely,

A handwritten signature in black ink, appearing to read "M. Oszman", with a long horizontal flourish extending to the right.

Michael G. Oszman