

**City of Portage Common Council Meeting
Council Chambers of City Municipal Building
115 West Pleasant Street, Portage, WI
Regular Meeting – 7:00 p.m.
February 26, 2015
Agenda**

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Approval of Agenda
5. Minutes of Previous Meeting
6. Portage Pride Presentation
7. Consent Agenda
 - A. Reports of Sub-Committees, Boards, and Commissions
 1. Business Improvement District Board of Directors, February 11, 2015
 2. Airport Commission, February 11, 2015
 3. Historic Preservation Commission, February 17, 2015
 - B. License Applications
 1. Operator
 2. Taxi Cab Operator
8. Committee Reports
 - A. Finance/Administration Committee, February 9, 2015 and February 23, 2015
 1. Consideration of recommendation for approval of Ehlers & Associates, Inc. Continuing Disclosure Agreement
 2. Consideration of recommendation for denial of insurance claim for Kent Fish for damages at 1903 New Pinery Road.
 3. Consideration of recommendation for approval of First Amendment to Hamilton Park Place, LLC Development Agreement
 4. Consideration of recommendation for approval of Portage Area School District Development Agreement for School Road
 5. Consideration of Proposed Development Agreement with Divine Savior Hospital

- B. Plan Commission, February 16, 2015
- C. Park and Recreation Board, February 10, 2015
 - 1. Consideration of recommendation for approval of 2015 Columbia County Fair Board facility usage agreement
 - 2. Consideration of recommendation for approval of Professional Engineering Services for Silver Lake Beach Parking Lot Retaining Wall with General Engineering Company
- 9. Old Business
 - A. Ordinance No. 15-002 relative to Turf Protection on Public Property
- 10. New Business
 - A. Ordinances
 - 1. Ordinance No. 15-003 relative to Adopting an Amendment to the Comprehensive Plan of the City of Portage, Columbia County, Wisconsin
 - 2. Ordinance No. 15-004 relative to Adopting an Amendment to the Official Zoning Map for the City of Portage, Columbia County, Wisconsin
 - B. Resolutions
 - 1. Resolution No. 15-009 relative to Name a Street Remnant
 - 2. Resolution No. 15-010 relative to Fee Schedule
 - 3. Resolution No. 15-011 relative to Combining Wards
 - 4. Resolution No. 15-012 Initial Resolution Authorizing \$70,000 General Obligation Bonds for Library Projects.
 - 5. Resolution No. 15-013 Initial Resolution Authorizing \$680,000 General Obligation Bonds for Sewerage Projects
 - 6. Resolution No. 15-014 Initial Resolution Authorizing \$260,000 General Obligation Bonds for Parks and Public Grounds Projects
 - 7. Resolution No. 15-015 Initial Resolution Authorizing \$2,425,000 General Obligation Bonds for Street Improvement projects.
 - 8. Resolution No. 15-016 Initial Resolution Authorizing \$240,000 General Obligation Bonds for Fire Department Equipment
 - 9. Resolution No. 15-017 Resolution Directing Publication of Notice to Electors Relating to Bond Issues
 - 10. Resolution No. 15-018 Resolution Providing for the Sale of \$3,675,000 General Obligation Corporate Purpose Bonds
 - 11. Resolution No. 15-019 Resolution Providing for the Sale of \$880,000 Water System Revenue Bonds

- C. Mayor's Comments
 - 1. Lobby Day at Capitol re-cap
 - 2. Garbage collection change proposal, discussion and possible action
 - D. City Administrator's Report
 - 1. Update on Police & Fire Staffing
11. Adjournment

Common Council Proceedings
City of Portage

Regular Meeting
Council Chambers
City Municipal Building

February 12, 2015
7:00 pm

1. Call to Order

Mayor Tierney called the meeting to order at 7:01 p.m.

2. Roll Call

Present: Ald. Charles, Dodd, Havlovic, Kutzke, Lynn, Maass, Montfort

Excused: Ald. Hamburg, Klapper

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

Media Present: Craig Sauer from Portage Daily Register, 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 Dodd, second by Maass to approve the minutes of the January
22, 2015 Common Council meeting. Motion carried unanimously on call
of roll with Havlovic abstaining.

6. Lifesaving Award Presentation

Police Chief Manthey presented lifesaving awards to Police Officer A.J.
Brauner and Kelly Grotzke for their efforts to save a woman who was
choking.

7. Consent Agenda

Reports of Sub-Committees, Boards, and Commissions

Tourism Promotion Committee meetings of September 23, 2014 and
October 7, 2014

Library Board meeting of January 19, 2015

Police and Fire Commission meeting of January 20, 2015

Historic Preservation Commission meeting of January 20, 2015

Airport Commission meeting of January 21, 2015

Public Informational Meeting regarding garbage collection program for commercial properties which constituted a meeting of the Common Council and Municipal Services and Utilities Committee as a quorum of members were present, but no formal business of those groups were taken up, January 22, 2015
Business Improvement District Board of Directors meeting of January 26, 2015
Emergency Planning Committee meeting of January 30, 2015

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

License Applications

Operator license applications for Brent M. Elsing, Kathleen M. Kinney, and Amber M. Pederson.

Taxi Cab Operator application for Justin C. Kay.

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

8. Committee Reports

Plan Commission meeting of January 19, 2015

Meeting with Mayor and Standing Committee Chairpersons which constituted a meeting of the Human Resources Committee as a quorum of members were present; but no business of the committee was taken up, January 22, 2015

Human Resources Committee meeting of February 3, 2015

Motion by Dodd, second by Charles to approve the City Administrator Contract. Motion carried unanimously on call of roll.

Municipal Services and Utilities Committee meeting of February 5, 2015

Finance/Administration Committee meeting of February 9, 2015

Motion by Dodd, second by Havlovic to approve claims in the amount of \$3,427,691.10. Motion carried unanimously on call of roll.

9. Old Business

Motion by Maass, second by Charles to deny an operator license for Susan J. Cesario based on incomplete information on the application and two (2) OMVWI convictions. Motion carried unanimously on call of roll.

10. New Business

Ordinances

Ordinance No. 15-002 relative to Turf Protection on Public Property received its first reading.

Resolutions

Resolution No. 15-005 relative to Preliminary Resolution Declaring Intent to Exercise Special Assessment Powers Under Section 66.0703 of the Wisconsin Statutes (2015 Municipal Alley Improvement Project) was read and adopted unanimously on motion by Maass, second by Dodd and call of roll.

Resolution No. 15-006 relative to Preliminary Resolution Declaring Intent to Exercise Special Assessment Powers Under Section 66.0703 of the Wisconsin Statutes (2015 Sidewalk Improvement Project) was read. Motion by Charles, second by Dodd to adopt Resolution No. 15-006 relative to Preliminary Resolution Declaring Intent to Exercise Special Assessment Powers Under Section 66.0703 of the Wisconsin Statutes (2015 Sidewalk Improvement Project). Ald. Kutzke stated he is against the Resolution in its present form and cited concern that the Plan Commission had approved a specific program and this Resolution contained areas that were not to be done. City Administrator Murphy explained that this is a preliminary resolution containing new and replacement sidewalk; whereas the map approved by the Plan Commission identified new or where there is no existing sidewalk. Once this preliminary resolution is approved, the City Engineer will mark the specific locations where new sidewalk will be installed or defective sidewalk replaced and prepare a report showing the locations for new or replacement sidewalk. The report and final resolution will come back before the council for a public hearing and consideration. Ald. Lynn agreed with Ald. Kutzke that the Resolution should not be voted on this evening until the questions are resolved. Motion failed unanimously on call of roll. Mayor Tierney explained that since the motion failed unanimously, any Alderperson will need to make a motion at the next meeting to bring this Resolution back for reconsideration.

Resolution No. 15-007 relative to Preliminary Resolution Declaring Intent to Exercise Special Assessment Powers Under Section 66.0703 of the Wisconsin Statutes (2015 Street and Utility Project) was read. Motion by Maass, second by Dodd to adopt Resolution No. 15-007 relative to Preliminary Resolution Declaring Intent to Exercise Special Assessment Powers Under Section 66.0703 of the Wisconsin Statutes (2015 Street and Utility Project). Ald. Dodd commented that there is a lack of consistency as to the payment terms listed in each of the three (3) preliminary resolutions on the agenda. City Administrator Murphy explained that council previously adopted policies for alleys and sidewalks; which is why the payment terms are different; but there is no specific policy for street and utility project payment terms. The Resolution was adopted unanimously on call of roll.

Resolution No. 15-008 relative to Non-Union Compensation was read and adopted unanimously on motion by Dodd, second by Charles and call of roll.

Appointments

Motion by Dodd, second by Maass to approve the appointment of Jerry Foemlli to the AdHoc Canal Committee. Motion carried unanimously on call of roll.

License Applications

Motion by Charles, second by Lynn to approve a Secondhand Article Dealer License for GameStop, Inc. Motion carried unanimously on call of roll.

Proclamation

The Arbor Day was read.

Mayor's Comments

Senator Erpenbach and Representative Considine held a listening session in Portage last Saturday. The Legislators have been invited to council to discuss issues pertinent to the city.

The creation of an Economic Development Committee is in progress.

The winter newsletter is out. One newsletter will be mailed this year.

Next Wednesday, Mayor Tierney will be participating in the League of Wisconsin Municipalities lobby day at the State Capitol.

City Administrator's Report

The state budget was been unveiled. Proposed are changes to the assessment process; recycling program; consolidation of WEDC and WHEDA; cuts in the historic tax credit program; the elimination of the Local Government Property Insurance Fund. There are no proposed changes to shared revenue, the expenditure restraint program, or levy limits.

11. Adjournment

Motion by Dodd, second by Charles to adjourn. Motion carried unanimously on call of roll at 8:02 p.m.

Marie A. Moe, WCPC, MMC
City Clerk

City of Portage
Business Improvement District Board of Directors
Wednesday, February 11, 2015, 7:30 a.m.
City Municipal Building, 115 West Pleasant St
Conference Room One

Members Present: Peggy Joyce, Dennis Rupers, Ian Dumbleton, John Krueger

Members Absent: Shane Schmidt, Marlena Cavanaugh, Myrna Hooper, Sheila Link

A quorum was not present, so the meeting was cancelled.

**City of Portage
Airport Commission Meeting
Wednesday, February 11, 2015, 7:00 p.m.
City Municipal Building, 115 West Pleasant Street
Conference Room One**

Members present: Rita Maass, Chairperson; Barry Erath, Fred Langbecker, and William Kutzke

Members excused: David Tesch and Doug Klapper

Others present: Public Works Director Redelings, Airport Manager Poppy and Bill Welsh (Cable TV)

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

Motion by Langbecker, second by Kutzke to approve the minutes.
Motion passed 4 to 0 on call of the roll

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

Maass said that the FAA issued communication earlier this week, but it wasn't on the agenda, so it would be taken up at a later date. She asked if Redelings and Kutzke had made progress on reviewing the draft ALP.

Kutzke mentioned that he had reviewed the Plan and issued 2 memos regarding his findings and recommendations. The first memo focused on the need for additional land acquisition and the associated budget. The subject of the second memo was the runway length. The ALP suggested shortening the runway due to the large number of obstructions. Kutzke indicated that would be a terrible idea. He suggested lengthening the runway to 5,000'. This would entail extending the runway to the north, south or both.

Poppy said the obstructions/trees on airport property needed to be removed as soon as possible and navigation easements needed to be obtained from adjacent property owners (giving the City authority to remove trees in the easements also)

Maass inquired about the need to relocate fuel tanks and that she understood Ms. Hottenstein to say some obstructions have waivers.

Poppy said there currently aren't any waivers – the obstructions have merely been ignored. He also didn't recall any requirement to relocate the fuel tanks.

Kutzke suggested waivers may be difficult to obtain for some obstructions, but are likely to be obtained for obstructions related to an aeronautical use such as hangers.

Motion by Erath, second by Kutzke for the Commission to request Redelings contact Ms. Hottenstein to obtain permission to begin planning for removal of trees on airport property. Poppy said Ms. Hottenstein indicated it would be beneficial to cut the trees on airport property. Motion passed 4 to 0 on call of the roll.

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

Erath and Kutzke emphasized the desire to make the current airport a business friendly airport. The airport should be able to accommodate a King Air(craft).

Redelings indicated that in addition to the many obstructions, the ALP didn't recommend extending the runway because there wasn't a critical aircraft having that requirement.

Poppy suggested it was permissible for the airport to extend the primary runway southward without using federal funding. Kutzke said federal funding is necessary and we'll be able to provide the FAA with a critical aircraft.

Kutzke suggested having a meeting on property acquisition if it was the consensus that a 5,000 foot primary runway was the commission's goal. The 4 present commissioners supported the 5,000 foot runway. Erath suggested building in an area for expansion beyond the 5,000 foot runway. Maass agreed in principal but thought an expansion area may not be practical. Kutzke suggested the land north of the Interstate should be protected. It was suggested that a meeting be held at City Hall on Monday at 9:30 a.m. to discuss property acquisition.

Redelings mentioned that the previous philosophy was to not use federal funding so the City wouldn't be required to abide by federal regulations and that was a big reason the airport has major issues. Poppy said if federal funds are used, there'll be considerable requirements imposed on the airport. Kutzke indicated the funds will

enable the airport to become compliant and agreed the airport will become federally regulated with the aid of federal funding.

5. Manager's monthly report

Poppy said the 2015 Airport Sponsor Workshop is scheduled for March 26 in Madison (agenda attached). All commissioners were encouraged to attend. If it appears there'll be a quorum of the Commission in attendance, a public notice will need to be published.

Poppy also mentioned the annual Airport Manager's meeting will be held in LaCrosse the second week of May.

6. Adjournment

Motion by Erath, second by Langbecker to adjourn. Motion passed 4 to 0 on call of the roll.

The meeting concluded at 8:06 p.m.

Respectfully submitted,

Robert G. Redelings, P.E.
City Engineer

From: William Kutzke
Sent: Tuesday, February 03, 2015 12:17 PM
To: Rita Maass
Cc: Doug Klapper; William Kutzke; poppy@air-portage.com
Subject: Airport Layout Plan--Memo #1

I started the process of plowing through the Airport Layout Plan with John Poppy last week. I am using him as a resource and historian. I am also seeking his views. But this memo and the subsequent memo's on the ALP are my own views.

Land Acquisition

I decided to tackle this issue first for two reasons. First, it is an easy to understand issue but takes time to complete and it also tests the willingness of the community to address critical airport issues. Second, the City is considering a bond issue this spring. To the extent we need to acquire land, the cost of this acquisition needs to be considered in this bond issue because it is likely to be several years before there is another bond issue. It is possible that there might be grants available to help with this but any such grants usually require local participation. Thus they are highly unlikely if the City does not step up to fund its share. The ALP will be complete at about the time the City must determine the dollar value of the bonds to be issued so I believe a decision on land acquisition needs to be made in the next 60 days or so. We should expect that inclusion of Airport monies will be opposed by some. Starving the airport of needed funds has occurred in the past for a variety of reasons.

I believe that there are two different land acquisition issues presented by my review of this issue. Each is discussed separately below.

Land Acquisition called for by the ALP

The existing draft ALP (now being finalized) calls for certain land acquisition in order to protect runway safety and to allow reasonable airport operations. Some of the acquisition is caused by various enhanced Federal Aviation Administration safety measures. In looking at what is proposed, the ALP appears reasonable and it is probably quite manageable with City support and some grants. My review is based on the information in items on pages 11, 12, and 13 of the ALP. These are the Terminal Area Drawing, the Land Use Drawing and the Land Inventory Map.

The ALP call for acquisition of 16.1 acres to support the safety of the existing operation. There are 15 parcels involved. Four of the parcels are owned by the City of Portage. Presumably these could be transferred to the airport or could be managed to be consistent with airport operations. One parcel is owned by Columbia County (.9 acre). Presumably as part of the County Building Plan, the City and County could do a swap since the County needs some City property to carry out its building plans. One acre is owned by the State. This is part of the site of the Armory. There is almost certainly a reasonable accommodation that could be reached. Fall River Foundry owns two of the parcels and they are used for hangers. It is likely that outright acquisition would not be needed and an accommodation could be reached. There are four parcels that are owned by businesses to the west of the airport. It does not appear that, except for tree removal, it would be actually necessary to acquire these parcels in fee. For these properties it appears that what is needed is a "sliver" of the property. An easement or zoning type restriction might be adequate so long as any tree or structure issues are addressed. I have not walked each of these parcels but I do not believe any structures need to be removed at these four sites. Two

parcels are relatively small (.3 acres and .2 acres). I do not see a reason that these would be difficult to acquire. The last parcel (1.8 acres). is on the market for sale right now. This is a parcel the airport needs to own in fee.

There is one other acquisition issue. The so-called Mael property on Silver Lake Drive needs to be addressed. The ALP assumes that the Mael property has already been acquired. It's current use and location is a problem for the Airport and the necessary runway clear zone.

Land Acquisition to Expand the Airport

The ALP continues the Airport "as is" "where is". For the reasons I have raised before, I believe we must do more than that to provide the airport facility that Portage needs. I believe that actual expansion of the main runway is required and some land acquisition must be done to accomplish that. There does appear to be sufficient land available to do what needs to be done. A separate memo/email will address this. I would assume that Federal, State, and Local funding would be needed. In addition there would need to be some additional obstruction removal or mitigation. Again I assume funding from the three government bodies would be used to address these matters.

I am prepared to go through the charts 11, 12 and 13 with any of the Commission Members or provide you the charts for your personal review.

Bill Kutzke
Aldersperson
District 6

From: William Kutzke
Sent: Tuesday, February 03, 2015 1:05 PM
To: Rita Maass
Cc: Doug Klapper; William Kutzke; berath@aspenfc.com; teschjd@aim.com; langbeckerf@gmail.com
Subject: Main Runway Length and the ALP (See Page 2)--Memo #2

Main Runway Length and the ALP (See Page 2 ALP)

The current ALP is based on the Airport essentially remaining within its current boundaries except for acquisition or obtaining control over property that is essential for safety and for future airport operations. (See Memo #1).

What this means is that the main runway is constrained by CX on the North and Silver Lake Drive on the South. The Main Runway, 18/36 is now 3,768 by 60 feet wide. Given standard FAA safety procedures, the runway actually begins a distance inside the Silver Lake Drive boundary in order to allow aircraft to come down a glide slope without interfering with traffic on Silver Lake Drive. Under the more modern FAA standards the ALP proposes a further displacement of the runway threshold to provide a large safety overrun area toward Silver Lake Drive and to accommodate the newer FAA Glide Slope standards. This is also an issue of compatibility of the latest FAA Standards with the power lines south of the airport.

To deal with those issues the ALP has proposed shortening the effective runway in both directions. It is technically possible to have runways that are longer in one direction than in the other. Thus if landing to the North, the runway could be one distance. If taking off to the North, technically it could be longer. The same is true in the other direction. If landing to the South, the runway could be longer. Taking off to the south, the runway would be shorter because of the obstruction. The FAA does not like such situations. It is confusing in any event and makes operations in different wind and weather conditions much more difficult.

As noted the current runway is 3,768 feet. The ALP proposes 3,342 feet. I do not think we can live with this. My experience has been that modern business aviation demands a 5,000 foot runway with ILS. Modern General Aviation aircraft can land on shorter runways and do all the time. Not uncommonly on shorter runways the aircraft must take a fuel or passenger penalty. They end up weight restricted. Such a situation is never popular. Moreover Corporate Boards of Directors are concerned about safety of their CEO's, Board Members and senior executives. They also favor larger twin engine turbo prop or jet aircraft with the ability to operate out to the full range of the aircraft. Short runways involve penalties in range, payload and safety (for the larger business aircraft). Portage needs to lengthen, not shorten, its main runway.

Lengthening the runway is a serious project but it is likely that funding would be available from the State and Federal Governments.

Our current site is constrained by policy decisions made in prior years. But there are choices and options available.

1. The runway could be expanded to the North. This is a major construction project because both CX and the Interstate would need to be bridged and the runway extended over the highway. This has been done before but it is not popular with the Federal Highway Administration. This Agency is known for

being difficult. A variation would be to extend over just CX. That would give some additional room but not enough to provide the entire solution.

2. The main runway could be extended to the South. This would require suppressing Silver Lake Drive in the area of the airport runway and acquiring the open land and large structure to the south of the Airport. It would also require rerouting or suppressing the power line south of the Airport. Federal and State funding to support this is likely to be available.

I do not have cost estimates for either of these alternatives but I believe we must evaluate these options in order to get the type of runway length we should have.

There is also the option to suppress Silver Lake Drive and expand the runway to a more limited extent (less than 5,000 feet.) This more limited option must also be considered.

Whatever approach is taken, I believe we must amend the ALP to protect the existing runway length as a minimum. This may require acquisition of land to the south of Silver Lake Drive.

The cross runway (4/22) is not proposed for any changes (except widening) in the ALP. There are steps we must take for this runway in the ALP. That will be addressed in a separate memo.

Bill Kutzke
Aldersperson
6th District



2015 Airport Sponsor Workshop Agenda

March 24, 25 and 26 *after- 1:30pm*

Hill Farms Transportation Building - Madison, WI

DRAFT - 1 / 23 / 15

9:00 a.m. – 11:00 a.m.		Individual Airport Meetings
11:15 a.m.-12:30 p.m.		Lunch (on your own)
12:30 p.m. – 1:30 p.m. General Session		
Time:	Topic:	Presenter:
12:30 pm	Welcome	David Greene
12:40 pm	2014 Accomplishments	Mark Arnold
12:50 pm	Re-Authorization	Keith Gerard
1:00 pm	2015 Program Updates	Mary Strait
1:10 pm	Land Issues	Diann Danielsen
1:15 pm	Updating your based aircraft	Judy Harding
1:20 pm	Wildlife Assessments	Chris Egger
Other possible topics:		Air Space Issues – Justin Hetland
1:30 p.m.-3:30 p.m.		Individual Airport Meetings

**City of Portage
Historic Preservation Commission
Tuesday, February 17, 2015, 6:00 p.m.
Municipal Building, 115 West Pleasant Street
Conference Room One**

Members Present: Doug Klapper, Kristin Droste, Gayle Mack, Stephanie Miller-Lamb

Excused: Erin Foley, Marlena Cavanaugh

Absent: Ian Dumbleton, Todd Bennett

A quorum was not present so this meeting was cancelled.

City of Portage

Operator's License Applications

NICHOLAS W. TIMME

City of Portage

Taxi Cab Operator License Applications

STEFAN J. NETEROWICZ

City of Portage
Finance/Administration Committee Meeting
(This meeting will constitute a meeting of the Community Development Block
Grant Committee as a quorum of members will be present; but no business of
this committee will be taken up.)
Monday, February 9, 2015 6:00 p.m.
City Municipal Building, 115 West Pleasant Street
Conference Room One
Agenda

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

Also Present: Administrator Murphy, Finance Director Mohr; Jim Mann and Jon Cameron from Ehlers; Bill Kutzke Alderperson; CATV Bill Welsh; Craig Sauer from Daily Register

1. Roll call

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

2. Approval of minutes from January 12, 2015.

Motion by Charles, second by Havlovic to approve minutes from the January 12, 2015 meeting. Motion carried unanimously on call of roll.

3. Discussion and possible recommendation on claims.

Mohr pointed out some of the higher dollar claims indicating that \$2,664,099.21 was from tax settlement wires. Motion by Havlovic, second by Lynn to approve claims in the amount of \$3,427,691.10. Motion carried unanimously on call of roll.

4. Discussion and possible recommendation on Ehlers Continuing Disclosure Agreement.

Murphy explained with debt issuances there are requirements by the SEC to keep investors, (including investors on the secondary market) informed of the financial condition of the city on a continuing basis as opposed to just the initial offering. Mann further explained the details of the SEC requirement indicating that the rules have become much more stringent with the Dodd-Frank Act. Municipalities such as Portage, are classified as a "full disclosure" reporting entities where debt issuances are subject to continuing disclosure rules when they are in an amount of \$1 million or more and have total debt outstanding of \$10 million or more. Ehlers has been providing this service in the past for approximately \$1400. The recent changes have significantly increased the reporting requirements along with increasing the expertise required and reporting risks involved. Therefore Ehlers has had to make a significant investment in providing this service to their clients and have established a formal agreement and increase in fees as noted in the attachment.

Motion by Lynn, second by Charles to recommend the agreement from Ehlers for Continuing Disclosure as presented. Motion carried unanimously on call of roll.

5. Discussion and possible action on preliminary resolution for capital borrowing for 2015 and 2016.

Murphy revisited the list of items for Capital Borrowing noting a few minor adjustments from the review occurring at the last meeting, mainly due to the re-sequencing of improvements in VMF Master Plan project. The soccer and baseball field sections have been moved up and the grandstand improvements were moved to 2018. Under the Sewer section, (2) screw pump gear reducers \$35K each were added in both 2015 and 2016 (total of \$140K). There are a couple other minor changes in the Utility areas.

Mann and Cameron from Ehlers reviewed the borrowing options for 2015 and 2016. It was recommended to do separate general obligation issues for each year and to combine the Sewer debt with the General Obligation (GO) borrowing for both 2015 and 2016. Additionally, Ehlers recommended separate Water revenue bond issues for both 2015 and 2016 with the 2015 Revenue Bond funding all water capital projects for both years and the 2016 Revenue bond issue to fund the construction of the maintenance building only. Combining the sewer with the GO debt was based on the revenue coverage for Sewer projected to be less than 1.30 for 2015 which is below the optimal level of 1.5 to 1.75 for Revenue based debt. Water is projected to be well above the optimal level for 2015 and 2016. This can be revisited for the 2016 borrowing based on the rate decisions made for the utilities.

At this point it is important to determine the amount and type of borrowing the payment structure can be fine-tuned up to a week before the final borrowing. GO bonds are generally locked in for the first 8-9 years (approximately) at which point prepayment, restructuring, or refunding can be addressed. Ehlers will be attending the Council meeting on 2/26 to present the preliminary resolution for capital borrowing. Included with this debt issue process, Ehlers and city staff will work with Moody's in an attempt to upgrade the City's bond rating for this issue. An upgrade could potentially result in a 10–15 basis point reduction in interest rates, resulting in an estimated – overall cost savings of \$100K or more over the life of the debt.

Motion by Lynn, second by Havlovic to approve the preliminary resolution for capital borrowing for 2015. Motion carried unanimously on call of roll.

6. Discussion and possible action on Utility Rate Analysis for 2015 and 2016.

Cameron reviewed the current financial position for the utilities based on the 5 year Capital Improvement plans. It appears that a rate increase in the Sewer Utility is required to meet current debt levels and fund future capital projects. It was noted that the last utility increases were in 2010. A potential 8% increase was discussed for 2015 in Sewer. A recommendation was discussed for a Simple Rate Case, approximately 3%, from the PSC for Water for 2015 with a Full Rate Case in 2016. This completes phase 1 of the Agreement to Provide Utility Rate Study Financing Services.

The second phase of the above mentioned agreement would be to provide a more detailed user rate analysis for either utility. It was determined that this detailed study would be needed for the Sewer Utility in which the fee is \$4,900 per the agreement. The fee for providing the Simplified Rate Case for Water per the agreement is \$400.

Motion by Charles, second by Havlovic to approve the second phase of the Utility Rate analysis by Ehlers to recommend specific rate adjustment(s) for Sewer. Motion carried unanimously on call of roll.

7. Discussion and possible recommendation on Claim for Damages, K. Fish.

Murphy reviewed the insurance claim from K. Fish noting that the insurance company recommends denial as it is beyond the city's control that the water main broke due to freezing temperatures and the street work was necessary to repair the main. The other component of the damage claim related to the cost to repair machinery Fish claimed was damaged due to construction activities. This was recommended for denial by the insurance company due to the fact that the contract between the City and the contractor, Ptaschinsky Construction, Inc. has is a hold harmless and indemnification clause holding the City harmless from such claims. The City required the contractor to have insurance to cover such claims.

Lynn replied that he feels it is the City's responsibility to file the claim with the contractor and that the city should reimburse Kent Fish, the business owner and respected engineer in the community, for his losses. Murphy indicated Fish has the ability to file a claim with the contractor and pursuant to the agreement with Ptaschinsky, the City is not liable for such damage.

Motion by Charles, second by Dodd to recommend denial of the claim for damages by Portage Custom Lube, K. Fish, based on the recommendations from the insurance company. Motion carried 3-1 with Lynn voting no.

8. Discussion and possible action on Amendment to Hamilton Park Place Development Agreement.

Murphy reviewed the amendment to Hamilton Park Place Development Agreement. Extend deadline from 12/1/14 to June 1, 2015 or if mutually agreed upon until weather permits to complete landscaping. Murphy noted that the draft amendment agreement in the packet had a deadline of May 15 which was revised as noted above.

Lynn stated he feels the city should obtain a form of security that the landscaping will be completed. Murphy stated that the city does not require financial security for private developments, only public improvements and the City received a letter from the Developer's bank agreeing to hold the construction loan open until landscaping was completed. Lynn insisted that the city should be protected should the work not be completed and further felt the occupancy permit should not have been issued until the work was completed in its entirety. Murphy stated that it is common to grant an occupancy permit upon substantial completion of a project and there is no liability to the city should the landscaping not be completed by the deadline. In addition to the letter from the bank stating that they will keep the loan open in the amount to cover the remaining landscaping on the project, approximately \$26K, the city will retain the deposit of \$2500 to cover additional expenses if incurred by the city to be returned upon completion of the project. If the landscaping is not completed, the occupancy permit could be revoked.

Motion by Lynn, second by Havlovic to approve the amendment to Hamilton Park Place Development Agreement with the contingency that the developer provide the city a letter of guarantee from bank for amount of landscaping portion. Motion failed 1-3 with Lynn voting yes.

Motion by Charles second by Dodd to accept amendment to Hamilton Park Place Development as recommended. Motion carried 3-1 with Lynn voting no.

9. Discussion and possible action on School Road Development Agreement.

Murphy reviewed the School Road Development Agreement. He indicated the development would be to subdivide a portion of school district property into 5 single family residential lots to construct and sell homes in 2016. The School District will be responsible to complete the public improvements within 12 months after the date of the agreement. The sidewalk improvements will be incrementally completed as the lots are sold. The public improvements are to be secured by \$15,000 security deposit or, in lieu of, the school district may provide a signed agreement between the District and a contractor for the completion of the public improvements.

Motion by Charles, second Havlovic by to approve the School Road Development Agreement as presented. Motion carried unanimously on call of roll.

10. Discussion and possible action on proposals revisions to fee schedule.

Murphy reviewed the changes to the fee schedule. Provisional License is lowered to \$15 this is to conform to State Statues. Sewer Permit Appeal is increased to \$30 to better cover costs. Various zoning related fees increased to \$150 across the board mainly to cover costs related to publication costs of public hearing, and recording fees from Columbia County if applicable.

Motion by Charles, second by Dodd to approve the changes to the fee schedule. Motion carried unanimously on call of roll.

11. Discussion and possible recommendation on training request for Moe, IIMCA.

Murphy reviewed the training request for the IIMC Conference for City Clerk Moe. Outside state trainings require Finance Committee approval. The National IIMC Annual Conference for 2015 will be held in Connecticut at which Marie is to receive the prestigious Athenian Award that only 64 clerks in nation that have received. She will be paying for her own travel to and from the conference, and splitting lodging expenses with another clerk. Murphy requested approval for the registration fee \$575 plus hotel cost of \$535.

Motion by Havlovic, second Charles by to approve the training request for IIMC for Moe as presented. Motion carried unanimously on call of roll.

12. Staff Report.

Mohr noted a draft of the CDBG Closeout paperwork has been emailed to the state and the contract details with MSA as the new CDBG RLF Housing administrator are being worked out. Tax collection for the first half of 2015 concluded on Friday, 2/6/15. Collection was up slightly from last year and delinquencies for real estate were down.

The RFP for (3) rear loading taxis is out for review on VendorNet; City's Website; and mailed to six area suppliers. Bid opening is scheduled for 2/24/15 at 1:05 p.m. Vendors are allowed 180 days to deliver vehicles. Audit field work for the city is scheduled for 3/11 & 3/12/15. 2014 Operating & Capital recap analysis will be prepared for the March meeting. State audits of the 2008 – 2012 taxi program should be ready within the next month. Mohr, Moe and Murphy are attending Ehlers conference at the Kalahari on 2/12 & 2/13/15.

Murphy noted that the City received final certifications from the state for all three TIF requests; TIF 6 reestablishing the base; TIF 7 amendment of territory; and TIF 8 creation (Hamilton Street Improvements). He also noted that MATC has constructed 75% of the leaseholder improvements at the PEC; it was determined that there would be additional ventilation required for the welding equipment. There will be an amendment to the lease for the additional costs. Related to this as part of the final EDA grant reimbursement the city did receive money related to the installation of the high-speed internet service at the PEC that MATC initially paid for.

13. Adjournment.

Motion by Charles, second by Dodd to adjourn the meeting at 8:35 p.m. Motion carried unanimously on call of roll.

Submitted by Jean Mohr, Finance Director

City of Portage
Finance/Administration Committee Meeting
Monday, February 23, 2015 6:00 p.m.
City Municipal Building, 115 West Pleasant Street
Conference Room One
Minutes

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

Also Present: Administrator Murphy; Finance Director Mohr; Alderperson Bill Kutzke; Mike Decker - Divine Savior Hospital, Jerry Spencer – Divine Savior Hospital; Craig Sauer from Daily Register

1. Roll call

Chairperson Dodd called the meeting to order at 6:00pm. As there were no objections agenda item 4 related to the Development Agreement with Divine Savior Hospital was moved up.

2. Approval of minutes from February 9, 2015.

Motion by Havlovic, second by Charles to approve minutes from the February 9, 2015 meeting. Motion carried unanimously on call of roll.

3. Discussion and possible action on Development Agreement with Divine Savior Hospital

Murphy reviewed the Development Agreement (the "Agreement") with Divine Savior Hospital (the "Developer") highlighting the various responsibilities of both parties. He noted under section 1B that items 1, 2, 4, and 5 have been completed. Item 3 required the completion of a Traffic Impact Analysis (TIA) no later than 90 days following the execution of the Agreement. It was later stated that it is the Developer's responsibility to pay for the TIA and that there were previous studies done in the area when Tivoli and Pizza Ranch were constructed that resulted in no improvement recommendations. Any improvements recommended by the TIA would require a subsequent agreement for payment and implementation.

The Developer is responsible for all public and private improvements. Murphy further pointed out that under section 3.A., a deposit of \$2,500 has been received from the Developer for use in paying for costs and expenses incurred by the City for items as noted in the Agreement and under section 3.D. related to Utility Improvements the Developer will reimburse the City for inspection costs. Section 6 denotes the Financial Guarantee requirements from the Developer. Murphy further reviewed Section 7 Taxation of the Wellness Center and the possibility of a PILOT (Payment in Lieu of Taxes) between the Developer and the City to cover governmental services paid by taxable properties if the project is designated as tax exempt.

Lynn inquired as to the stop work order that was put into effect. Murphy stated that a permit was issued to allow for footings, foundation, and site work to be done. A stop work order was issued when it was observed that structural building construction was

underway. Murphy also stated that the size of this project was also a factor in issuing the stop order. The Developer was allowed to secure the work that had been done after the stop order was issued. In order to resume work the Developer will need Council's approve of this Agreement along with state approved plans and Conditional Use Permit.

Lynn further inquired as to whether a penalty was issued for violating the ordinance. Murphy stated that the first step is to educate and make the developer aware on the non-compliance issue and if at that point the developer chooses not to comply with the stop work order a penalty would be addressed. It was also noted that the application for a conditional use permit will be considered at the 3/2/2015 Plan Commission meeting.

Dodd invited Mike Decker to offer any comments. Decker indicated that the Hospital and City have been collaborating since 1917 in providing medical services to the community. He stated that with the recent healthcare initiatives (Affordable Care Act-ACA) Divine Savior Hospital is required to not only provide services when people are sick or injured but to provide wellness and preventative opportunities to the community. He regretfully will not be able to attend the Council meeting Thursday but there will be representatives from Divine Savior Hospital there.

Lynn indicated that he would not be supporting the Agreement as he does not feel he has proper time to review the Agreement. Murphy indicated staff and City Attorney are recommending approval of the Agreement as presented.

Motion by Klapper second by Charles to approve the Development Agreement with Divine Savior Hospital. Motion passed 3-2 with Lynn and Havlovic voting no.

4. Discussion and possible action on updated preliminary resolutions for proposed 2015 Debt Issuances.

Murphy reviewed the changes from the previous information presented at the 2/9/15 meeting. The estimated 2015 GO Bond amount is \$3,675,000 the amount presented at the 2/9/15 meeting was \$3,200,000. The major changes were adding in the \$630,000 Sewer amount which was missed by a formula error; \$30,000 increase in the estimated cost for the Sewer Screw Pump; (\$100,000) decrease for duplication of the Storm Water Facilities (included in Roads and in Storm Water Improvements); \$94,500 decrease for removal of Municipal Building Elevator which State Statute does not allow for Bond Issues over 10 years without referendum.

The 2015B Water Revenue Bond is at \$855,000 which was \$880,000 at the 2/9/15 meeting. The major difference here is in the Debt Service Reserve dropping from \$88,000 to \$63,909.

The motion today would recommend allowing Ehlers to seek bids on the proposed debt issuances. Final result of the bids would be considered at a Council meeting in March. In addition to soliciting bids for the bonds, the City will undergo a bond rating review for this issue. The estimated impact on the tax levy is shown on Options 1 and 2 in the Committee packet.

Motion by Klapper second by Charles to recommend the preliminary resolutions for proposed 2015 Debt Issuances. Motion carried unanimously on call of roll.

5. **Adjournment.**

Motion by Klapper, second by Charles to adjourn the meeting at 7:00 p.m. Motion carried unanimously on call of roll.

Submitted by Jean Mohr, Finance Director



February 3, 2015

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

Re: Letter of Engagement to Retain Ehlers as Dissemination Agent for Issuer Continuing Disclosure Required Under Securities and Exchange Commission (SEC) Rule 15c2-12 (the “Rule”)

As an issuer of municipal securities, the City (“Issuer”) is required to comply with all continuing disclosure obligations enumerated in the Continuing Disclosure Agreement/Certificate/Undertaking (CDU) associated with each issue of securities subject to the Rule. Many Issuers have CDU’s that vary significantly from one CDU to another. Ehlers & Associates, Inc. (“Ehlers”) has been helping you comply with all CDU obligations as Issuer’s Dissemination Agent. Fulfilling this obligation requires research, preparation and filing of disclosure reports within specific time frames.

This Letter of Engagement (“Letter”) is being presented to memorialize and clarify the terms of the Issuer’s engagement of Ehlers as the Issuer’s Dissemination Agent. In this regard, Ehlers agrees to provide Issuer with those services described in Appendix A (“Services”). Ehlers shall be entitled to compensation by the Issuer also as described in Appendix A.

This Letter shall be effective as of the date of its execution by the Issuer and shall remain in effect for a period of one (1) year (the “Initial Term”). This Letter shall renew automatically on each anniversary of the effective date of this Letter (each an “Additional Term”). Notwithstanding the foregoing, this Letter may be terminated by either party upon sixty (60) days prior written notice. The Initial Term and each Additional Term shall collectively be referred to herein as the “Term”.

In order to perform the engagement, Issuer agrees to provide Ehlers all documents and information as are deemed necessary to fulfill the Issuer’s reporting requirements under each respective CDU, and within the applicable timeframe(s) (“Disclosure Information”). With respect to Issuer’s obligation to report the occurrence of any event for which a material event notice (“Event Notice”) is to be filed, Issuer shall provide Disclosure Information related to the event to Ehlers within five (5) days of its occurrence. All other Disclosure Information must be provided to Ehlers within fourteen (14) days of Issuer’s receipt of any such request from Ehlers. If Issuer fails to provide any Disclosure Information to Ehlers in accordance with the foregoing, Ehlers shall not be held liable for any reason in the event that any necessary disclosure filing is



not disseminated to the appropriate party within the applicable timeframe(s). Further, if for any reason Issuer fails to provide required Disclosure Information to Ehlers in accordance with the foregoing and Issuer's delay results in any disclosure filing being after a stated deadline, Ehlers shall, without further direction or instruction from Issuer, file a notice(s) with the applicable recipient submitting information provided by Issuer, if any, and/or describing the failure and providing any other information as Ehlers deems appropriate.

Ehlers shall deem all Disclosure Information provided to it by the Issuer to be accurate and free of defect, as well as not containing any material misstatements, falsehoods, or omissions of fact. Issuer acknowledges that Ehlers shall be entitled to rely on all Disclosure Information provided by the Issuer without further investigation as to its completeness or accuracy.

Ehlers shall maintain professional liability insurance at a minimum coverage level of \$2,000,000 per claim, and \$2,000,000 annual aggregate. Upon request of the Client, Ehlers shall provide a certificate of insurance to the Client. To the fullest extent permitted by applicable law, the total aggregate liability of Ehlers under this Agreement for any actions or omissions taken by Ehlers in the performance of this Agreement shall not exceed \$2,000,000 per claim, and \$2,000,000 annual aggregate during the Term then in effect notwithstanding anything contained herein. In addition, Issuer acknowledges that Ehlers shall not be responsible and/or liable for any errors, misstatements or omissions associated with any continuing disclosure report or filing, or for the correction thereof, that was prepared or disseminated by anyone other than Ehlers.

This Letter constitutes the entire agreement between the parties and is intended to supersede any and all agreements, whether oral or written, between the parties that were entered into relative to the subject matter hereof prior to the effective date of this Letter. No amendment or modification of this Letter shall be deemed valid unless made in writing and signed by both parties.

Our records show that Issuer is subject to Full CDU's. Ehlers will continue to act as Issuer's Dissemination Agent for the CDU's we have been handling.

This Letter covers these securities and any subsequent securities for which Ehlers has acted as the Municipal Advisor. The Issuer may request in writing that Ehlers act as the Dissemination Agent on any future securities subject to the Rule not involving Ehlers.

If our engagement under the terms of this Letter is acceptable, please sign this Letter in the appropriate signature block below and return a signed copy to us for our records. If, however, you do not wish to engage our services, please note that election and return a copy of this Letter to us.

Please contact me if you have any questions or would like to discuss our engagement further.

Sincerely,

Ehlers

James Mann
Senior Financial Advisor

SO ACCEPTED BY ISSUER

Issuer hereby accepts this Letter and engages Ehlers to provide the services noted herein and executes this Letter as of the date noted below:

By: _____ Title: _____

Name: _____ Date: _____

SO DECLINED BY ISSUER

Issuer hereby acknowledges that it will be responsible for updating and submitting all necessary continuing disclosure reports and filings as may be required of Issuer without the assistance of Ehlers. Issuer further acknowledges and agrees that Ehlers assumes no responsibility for the compilation and/or submission of any such continuing disclosure reports or filings.

By: _____ Title: _____

Name: _____ Date: _____

APPENDIX A

EHLERS DISSEMINATION AGENT SERVICES AND FEES

Ehlers' continuing disclosure services are designed to assist the Issuer in meeting its continuing disclosure obligations. Depending on the size of a transaction and the total amount of debt outstanding at the time of issuance, different debt issues may be subject to different reporting requirements. Ehlers will provide the services identified below, which are reflective of the Issuer's requirements under its respective Continuing Disclosure Undertaking (CDU). In no event will Ehlers assist Issuer with assessing whether information provided or omitted as part of an annual filing is "material" or whether an event is "material" under the federal securities laws requiring the filing of an event notice pursuant to a CDU. If the Issuer accepts this letter and engages Ehlers as the Dissemination Agent, Ehlers shall provide the following services and charge the following fees:

Full Disclosure Services.

Background

Since 1995, Securities and Exchange Commission (SEC) rule 15c2-12 (the "Rule") has required underwriters of municipal securities to ensure that issuers are obligated to provide periodic reporting of specific information with respect to certain issues of municipal securities. An issuer is classified as a "full disclosure" reporting entity when it issues securities subject to the Rule in an amount of \$1 million or more, and further provided that total securities subject to the Rule and currently outstanding exceed \$10 million. Full disclosure reporting entities must:

- File reports consisting of specific information at least annually with the Municipal Securities Rulemaking Board's (MSRB) Electronic Municipal Market Access (EMMA) system (<http://emma.msrb.org>).
- File "Event Notices" regarding enumerated events specified in SEC rules and CDUs within 10 business days of occurrence. Event Notices are filed through the same EMMA system.

Description of Services

Issuer engages Ehlers to provide the following services in connection with the preparation and dissemination of Issuer's continuing disclosure reports and Event Notice filings in connection with all outstanding debt issues of Issuer subject to the Rule and for which continuing disclosure reports or filings are required. During the Term of the engagement, Ehlers shall provide the services hereinafter described with respect to all existing and future securities of the Issuer subject to the Rule and having continuing disclosure requirements. Ehlers shall provide these services for any other securities of the Issuer when requested in writing by the Issuer.

Annual Filings, or More Frequently, if Required

- a. Review and catalog of all Continuing Disclosure Agreement/Certificate/Undertaking (CDU)'s of Issuer relative to current and future issues of securities subject to the Rule.
- b. Creation of a timetable for the anticipated schedule of events relating to the preparation of Issuer's annual (or more frequently, if required) continuing disclosure report.
- c. Collection of information from third parties and Issuer, as applicable, to the extent necessary to prepare the annual (or more frequently, if required) continuing disclosure report.
- d. Preparing the annual (or more frequently, if required) continuing disclosure report in a standardized format acceptable for submission to the EMMA system, or any future industry standard.
- e. Submission of the annual (or more frequently, if required) continuing disclosure report and any Event Notices to the designated recipient based on the applicable CDU's of Issuer and all laws, rules and regulations relative thereto.

- f. Delivering a copy of any report or notice submitted in accordance with (e. above) to Issuer for its records, as well as confirmations of receipt of filing(s).
- g. Respond to Underwriter/Investor inquiries and requests.
- h. Providing recommendations to Issuer relating to future continuing disclosure related matters.

Event Notices

- a. Informing Issuer of the types of events that may require the filing of an “Event Notice” and the required reporting period for such notices.
- b. Notifying Issuer of any information Ehlers discovers that may require the filing of an Event Notice, and preparation and filing of the required Event Notice.
- c. Upon notification by Issuer of any circumstances that may require the filing of an Event Notice, preparing, filing, and providing confirmation of filing the required Event Notice.

Description of Fees

Full Disclosure Services fees shall be assessed as follows:

Number of Issuer Continuing Disclosure Undertakings	Annual Fee
One (1) to three (3) CDU’s	\$2,800
Four (4) to six (6) CDU’s	\$3,300
Seven (7) or more CDU’s	\$3,800

Plus any out of pocket expenses.

Special Circumstances

If an Issuer’s CDU requires periodic filings (quarterly or semiannually) in addition to the annual filings, a fee of \$500 per required CDU filing shall be assessed.

Limited Disclosure Services.

Background

In 2009, the Securities and Exchange Commission put into place revised rules regarding a limited scope of continuing disclosure requirements for certain municipal securities issuers. These rules apply to any securities issued on or after July 1, 2009 in amounts of \$1 million or more and where the Issuer’s total amount of principal outstanding and subject to the Rule is less than \$10 million upon issuance. Any issuer meeting the aforementioned parameters must comply with a limited disclosure undertaking and file annual reports. Issuers subject to limited disclosure requirements must file audited financial statements (or unaudited financial statements if allowed under a CDU) on an annual basis, rather than both financial statements and operating and statistical data.

Description of Services

Ehlers shall provide the following services in connection with the preparation and dissemination of Issuer’s continuing disclosure reports and Event Notice filings for all current and future outstanding securities of Issuer subject to the Rule and for which continuing disclosure reports or filings are required. During the Term of the engagement, Ehlers shall provide the services hereinafter described with respect to all future issuances for which Ehlers provides municipal advisory services and that have continuing disclosure requirements. Ehlers will also provide these services for any other issues when requested in writing by the Issuer.

Services to be provided are as follows:

Annual Filings

- a. Review of all Continuing Disclosure Agreement/Certificate/Undertaking (CDU)'s of Issuer relative to currently outstanding issuances.
- b. Creation of a timetable for the anticipated schedule of events relating to the dissemination of Issuer's annual updated financial information and operating data.
- c. Submitting the Issuer's annual financial statements to the designated recipient thereof based on the applicable CDU's of Issuer and all laws, rules and regulations relative thereto.
- d. Delivering a copy of any report or notice submitted in accordance with (c above) to Issuer for its records.
- e. Respond to Underwriter/Investor inquires and requests.
- f. Providing recommendations to Issuer relating to future continuing disclosure related matters.

Event Notices

- a. Informing Issuer of the types of events that may require the filing of an "Event Notice".
- b. Notifying Issuer of any information Ehlers discovers that may require the filing of an Event Notice, and preparation and filing of the required Event Notice.
- c. Upon notification by Issuer of any circumstances that may require the filing of an Event Notice, prepare and file the required Event Notice.

Description of Fees

Limited Disclosure Services shall be provided annually for a fee of \$750.

Future Fee Changes

Ehlers reserves the right to adjust fees during the Term of the engagement without prior consent of the Issuer, but not more than annually. Prior to any fee adjustments, the Issuer will be notified in writing of the revised fees and their effective date.

APPENDIX B

EVENT NOTICES

If any one of the listed events occurs in relation to the Issuer and/or any of the Issuer's securities subject to this agreement, you must notify Ehlers at the earliest possible time to discuss the applicability and the need for any filing of an Event Notice. The Issuer may also wish to discuss the matter with its legal counsel to gauge materiality of any occurrence.

Mandatory Event Notices

- Principal and interest payment delinquencies
- Non-payment related defaults, if material
- Unscheduled draws on debt service reserves reflecting financial difficulties
- Unscheduled draws on credit enhancements reflecting financial difficulties
- Substitution of credit or liquidity providers or their failure to perform
- Adverse tax opinions, IRS notices or material events affecting the tax status of the security
- Modifications to rights of security holders, if material
- Bond calls, if material
- Defeasances
- Release, substitution or sale of property securing repayment of the securities, if material
- Rating changes
- Tender offers
- Bankruptcy, insolvency, receivership or similar event of the obligated person
- Merger, consolidation, or acquisition of the obligated person, if material
- Appointment of a successor or additional trustee, or the change of name of a trustee, if material

Additional / Voluntary Event-Based Disclosures

- Amendment to continuing disclosure undertaking
- Change in obligated person
- Notice to investors pursuant to bond documents
- Certain communications from the Internal Revenue Service
- Secondary market purchases
- Bid for auction rate or other securities
- Capital or other financing plan
- Litigation / enforcement action
- Change of tender agent, remarketing agent, or other on-going party
- Derivative or other similar transaction
- Other event-based disclosures

Statewide Services, Inc.

Claim Division

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

December 31, 2014

Portage Custom Lube & Wash
Attn: Mr. Kent Fish
1903 New Pinery Rd.
Portage, WI 53901

Regarding: Our Insured: City of Portage
 Claim No: WM000112710090
 Date/Loss: 01/01/2014

Dear Mr. Fish:

As discussed, Statewide Services, Inc. administers the claims for the League of Wisconsin Municipalities Mutual Insurance, which provides the insurance coverage for the City of Portage. We are in receipt of the above-captioned claim in which you are asserting business expenses and/or lost income on account of road construction to repair the broken water main.

We have completed our investigation, and we have recommended that the City of Portage disallow your claim. This unfortunate incident involving lost business income and/or machine repair costs occurred on account of breaks in the water main due freezing temperatures which The City could not control, and the street work was necessary to repair the main at various locations of where it was broken. As The City has no liability for the breaking of the main and subsequent need for repair which affected your business, Statewide Services will be unable to pay for your damages.

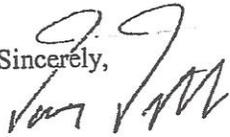
Another component of your claim involves costs to repair machinery, and you suspect that sand and/or debris got into your system from the water main. We are recommending that this claim component be disallowed, too. The City hired Ptaschinsky Construction, Inc. to do the work, and there is a specific "hold harmless and indemnification agreement" as part of the contract whereby they will hold the City harmless from all claim arising from their work.

If you would like to make a claim with Ptaschinsky Construction, they can be reached at W7352 State Hwy 33 Beaver Dam, WI 53916.

Given that The City is not negligent for the break to the water main, and given Contactor Ptaschinski Construction is contractually obligated to address claims on account of their work to repair the main, Statewide Services will be unable to pay for your damages.

I am sorry that we cannot of assistance to you, and please do not hesitate to call me with any questions.

Sincerely,



Douglass A. Detlie
Casualty Claims Specialist
Statewide Services, Inc
PO Box 5555
Madison, WI 53705-0555
Office: 608-828-5503
Fax: 800-720-3512

CC: City of Portage

Portage Custom Lube & Wash

1903 New Pinery Rd, Portage, WI 53901
(608) 742-1810 (608) 697-2705 (608) 742-3783 fax



October 10, 2014

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

Re: Road Repairs

Dear Mayor Tierney:

My name is Kent Fish and I own Portage Custom Lube and Wash. This is the quick lube and car wash between Kwik Trip and Oreilly's Auto Parts. I am writing this email because of how disappointed I am with the construction project that happened in front of my business and the impact that it has had on my store. First of all this project should have taken no more than 3 or 4 weeks. It took 3 months to complete. Most of the time the project sat with no work being done. During this time my business suffered a loss of income because people did not want to work around the mess and the construction equipment. Much of the time people would have to go south of my business, turn around, then head north to pull in. I have reviewed my numbers from the last several years and it looks like this construction cost me around \$3,000 in lost income.

In addition to this lost income I also had several days this last winter where I had to close my car wash because I had no water because the watermain froze in the street. It is impossible to determine how much this cost me because car washing days fluctuate depending on how sunny or cold it is.

The day after the watermain was opened I had a valve stick because it was full of sand. When this valve stuck it starved water to a pump and the pump burned out. When the valve was removed it was very obvious that this valve failed because of new sediment from the watermain construction project. Now yesterday I lost another pump because of a valve that was filled with sediment. This valve just took a little longer to stick. I lost another expensive pump due to this valve sticking. I am told by my car wash repair person that the total for the repairs will be approximately \$1,500 and I do not know if that damage will continue to surface in other pumps.

When all is said and done I am out between \$4,000 and \$5,000 because of this road construction project. Also out of all of the businesses along this stretch of road, my store and Oreilly's Auto Parts were the only ones that suffered the brunt of the damage. Access from both ways was always provided to all of the other stores along this stretch but for whatever reason it was not to our stores. At the end of the year I am sure I will be asked to pay my full amount of property taxes even though issues with the watermain and the

construction project that were completely beyond my control have lowered my income significantly. This is not a high margin business and this hit really hurts. Is there anything that the City of Portage can do for me to help? I pay significant taxes in the City and this loss is going to make it hard to cover this bill at the end of the year.

Thank You for your consideration.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Kent E. Fish', with a stylized, cursive script.

Kent E. Fish



CAR WASH DOCTORS INC
 1606 17TH AVE
 ARKDALE, WI 54613
 (608)584-4841
 CARWASHDOCTORS@HOTMAIL.COM

Invoice

Date	Invoice No.
10/09/2014	10353X
Terms	Due Date
Net 30	11/08/2014

Bill To
Portage Wash and Lube PO BOX 586 Portage, WI 53901-0586

Amount Due	Enclosed
\$1,737.59	

Please detach top portion and return with your payment.

Activity	Quantity	Rate	Amount
• 3/4 hp spot free application pump	1	256.00	256.00T
• 1 1/2 hp spot free maker pump 22w717	1	895.50	895.50T
• 3/4 inlet water valve asco 4eku9	1	235.50	235.50T
• TRAVEL TIME	1	50.00	50.00T
• LABOR by Jamie	3	70.00	210.00T
• Replaced spot free application pump spot free maker pump and inlet water valve to the maker . The spot free maker pump burned up because the inlet water valve was not opening which than caused the spot free tank to go empty and made the application pump run dry. Tested all is running again.also cleaned r.o. Inlet pre filter	1	0.00	0.00
SubTotal			\$1,647.00
Tax (5.5%)			\$90.59
Total			\$1,737.59

WE WILL BE THERE WHEN YOU NEED US!
 THANKS FOR YOUR SUPPORT

FROM THE OFFICE OF YOUR DOCTORS

CAR WASH DOCTORS INC

TERMS 30 DAYS 1.5% INTEREST/MONTH

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT
(Hamilton Park Place, LLC)

THIS FIRST AMENDMENT to the Development Agreement (this "First Amendment") is entered into by and between Hamilton Park Place, LLC, a Wisconsin limited liability company ("Developer") and the City of Portage (the "City") shall be effective upon the date of final execution by all parties.

WHEREAS, Developer and City entered into a Development Agreement (the "Agreement") related to Parcel No. 11271-2464.04, Lot 1 of Certified Survey Map No. 5510, in the City of Portage, Columbia County, Wisconsin (the "Property"); and

WHEREAS, Developer has proposed to delay completion of final landscaping improvements pursuant to the attached landscape plan developed by Angus Young, dated 1/4/2014, which Plan Commission reviewed and approved on January 27, 2014 and are made part of this Amendment as Exhibit A1; and

WHEREAS, the City and Developer desire to amend the Agreement, as more fully set forth hereinafter.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. The Agreement. Except as specifically set forth in this First Amendment, the parties hereby reinstate, ratify and confirm each and every term, representation, warranty, covenant and condition of the Agreement, which shall remain in full force and effect; provided, however, that in the event of any conflict between the Agreement and this First Amendment, this First Amendment shall govern and control. Unless otherwise specifically provided for in this First Amendment, all capitalized terms used throughout this First Amendment shall have the same meaning as such terms are defined in the Agreement.

2. (2) General Commitments of the Developer.

Subsection (C) is modified to add the following sentence: Such Occupancy Permit was issued with the condition to complete landscaping per the approved landscape plan no later than June 1, 2015 or a mutually agreed date if weather conditions prohibit completion.

Subsection (E) is modified to add the following sentence: Said Deposit shall remain with the City of Portage until landscaping improvements are completed and inspected no later than June 1, 2015. If improvements are not completed by nor is a mutually agreed upon extension granted to the June 1, 2015 deadline, the Developer shall forfeit the aforementioned deposit to the City of Portage.

Subsection (I) shall is modified to add the following: Developer agrees to complete the landscaping improvements as shown on Exhibit A1 of this Amendment

and to maintain open loan with Farmers & Merchants Union Bank with sufficient funding to complete the aforementioned landscaping improvements by June 1, 2015.

3. (6) Guarantee of Payment.

The last sentence of the 1st paragraph of the Agreement shall be modified to read as follows:

Such deposit shall remain with the City until such time as landscaping improvements are completed, all General Commitments of the Developer are completed and accepted or no later than June 1, 2015 or mutually agreed date, whichever occurs first.

4. Counterpart Originals. This First Amendment may be executed in one or more counterparts. All such counterparts, when taken together, shall comprise the fully executed agreement of the parties hereto.

5. Parties of Interest. Each party represents that this First Amendment is executed by its duly authorized representative. The terms of the First Amendment shall be binding upon, and inure to the benefit of, the parties to this First Amendment and their successors and assigns.

IN WITNESS WHEREOF, Developer and the City hereby execute this First Amendment.

City of Portage, Wisconsin

Dated: _____

BY: _____
W.F. "Bill" Tierney, Mayor

Dated: _____

ATTEST: _____
Marie A. Moe, City Clerk

STATE OF WISCONSIN)
) ss.
COLUMBIA COUNTY)

Personally came before me this ____ day of _____, 2015, the above-named W.F. "Bill" Tierney, Mayor and Marie A. Moe, Clerk of the City of Portage, to me known to be the persons and officers who executed the foregoing instrument and acknowledged that they executed the same as such officers by the City's authority.

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

Developer: Hamilton Park Place, LLC

Dated: _____

BY: _____
Jeffrey L. Hazekamp, Member

Dated: _____

BY: _____
James R. Grothman, Member

Dated: _____

BY: _____
David M. Gunderson, Member

STATE OF WISCONSIN)
)ss.
WAUKESHA COUNTY)

Personally came before me this ____ day of _____, 2015, the above-named Jeffrey L. Hazekamp, to me known to be the person and officer who executed the foregoing instrument in his individual capacity and as a member of Hamilton Park Place, LLC, and the same as the properly authorized act of said company.

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

STATE OF WISCONSIN)
 (ss.
COLUMBIA COUNTY)

Personally came before me this ____ day of _____, 2015, the above-named James R. Grothman, to me known to be the person and officer who executed the foregoing instrument in his individual capacity and as a member of Hamilton Park Place, LLC, and the same as the properly authorized act of said company.

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

STATE OF WISCONSIN)
 (ss.
COLUMBIA COUNTY)

Personally came before me this ____ day of _____, 2015, the above-named David M. Gunderson, to me known to be the person and officer who executed the foregoing instrument in his individual capacity and as a member of Hamilton Park Place, LLC, and the same as the properly authorized act of said company.

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

EXHIBIT A1

Landscaping Plans for Hamilton Park Place as prepared by Angus Young, dated 1/4/2014 and approved by Plan Commission on January 27, 2014.

INTERGOVERNMENTAL DEVELOPMENT AGREEMENT

This Intergovernmental Cooperative 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 **PORTAGE AREA SCHOOL DISTRICT**, a public body corporate, with principal offices located at 305 E. Slifer Street, Portage, WI 53901 (the "District").

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 District is a common school district organized under and pursuant Chapter 120 Wis. Stats., and exercising all of the powers provided for therein; and

WHEREAS, the District wishes to subdivide a portion of their property for purposes of constructing and selling up to five (5) single-family residential homes (known as the "Development") pursuant to the Preliminary Plat (Pate's Place) prepared by Grothman & Associates, SC., dated 12/8/2014 and approved by the City Plan Commission on December 15, 2014, and Final Plat approved by Common Council on _____, 2015; and

WHEREAS, the Development, is proposed to be constructed on lots 1 through 5 of the Pate's Place (the "Plat"), located at Parcel No. 11271-2468.A, hereinafter referred to as the "Property" currently zoned R-1 (Single-Family); and

WHEREAS, the District is obtaining approvals for subdivision and utility connections for the Plat and Development however certain public improvements, conditions, easements, fees and requirements were made part of those approvals which both the City and District have agreed to enter into this Agreement specifying each parties responsibilities prior to the start of construction and final 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 DISTRICT. The District agrees that, subject to the terms of this Agreement, it shall:

- A.** Obtain all necessary approvals, obtain all necessary licenses and permits, and meet any and all requirements necessary for construction of the Development including, but not limited to, the City's requirements regarding zoning 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 plat approval, utilities connection 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 _____, the Plat (Ordinance No. 15-_____) was approved by Common Council on _____, 2015. An engineering plan for public utility connections to serve the Development was approved by Plan Commission on December 15, 2014. This constitutes the City's approval of the Development; copies of the approved Plat and engineering plan 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 the lawful owner of the Property upon which the Development will be constructed.
- E. Cooperate with the City so as to facilitate the City's performance under this Agreement.
- F. Record the Plat at the Columbia County Register of Deeds Office on or before April 1, 2015. 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 the Plat, engineering plan, 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 District to facilitate its performance under this Agreement.
- C. Due to the District's provision of recreation facilities in the City, the City agrees to waive parkland dedication and fees in lieu of parkland dedication pursuant to Section 70-10 for this Development.
- D. In lieu of the \$2,500 deposit and requirement to reimburse the City for all subdivision and Development review costs (70-11), the District shall only pay a lump sum fee as noted in Section 3 A 1.

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

- A. The following review fees:
 1. Plat Review: \$500.00, payable upon submission of said Final Plat for consideration by Plan Commission (70-11).

2. Occupancy Permits: payable by applicant when permit issuance is requested to Building Inspector for each building (90-476).
- B. Sewer Connection Fee: \$500/residential unit for 1st two units and \$400/unit thereafter for each building (or \$2,200 for all 5 lots), payable on the approval of the Final Plat or \$500 each payable by the applicant of a building permit for each building.
- C. Utility Improvements and Inspection Costs: The District shall construct all improvements listed in Section 4 of this Agreement at District's expense and reimburse the City for inspection costs at the rate of \$38.58/hour.

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

4) PUBLIC IMPROVEMENTS. The District 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 District 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 District 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. Sanitary and Water Improvements. The District shall design, furnish and construct all sanitary sewer main extension(s), sanitary and water services, hydrants as well as all valves and connections to existing water utility facilities pursuant to engineering plan approved by Plan Commission on December 15, 2014. Upon completion and approval by the City, the District shall transfer ownership of the Sanitary Sewer Main extension, water services, hydrants and gate valves, if any 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 District shall provide a one (1) year warranty on all Sanitary Sewer Main and Water Utility Improvements from the date that the City accepts said Improvements. The City shall be responsible for the subsequent maintenance and expense of utilities transferred to the City.
- D. Easement and extension of Storm Sewer. The District shall grant a 20' wide utility easement for that section of storm sewer extending from the northwest corner of the

intersection of School Road and Oakridge Drive west of Lot 5 of the Plat for construction and maintenance of a storm sewer facility. Such extension of a storm sewer main shall be installed within the permanent easement, at District expense and subsequent maintenance shall be the City's responsibility and expense.

- E. Public Sidewalk. The District shall design and construct a 5' wide public sidewalk along the north side of School Road abutting all lots in the Plat, connecting to existing the sidewalk at the eastern line of Lot No. 1 and terminating at the west lot line of Lot No. 5 in the Plat pursuant to engineering plan as referenced in Exhibit A and approved by Plan Commission on December 15, 2014.
- F. 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 District shall be responsible for completion of all building improvements in accordance with requirements and specifications of the building permit and compliance with all applicable building codes, as well as a reasonable standard of workmanship that is consistent and conforms to applicable building codes. District shall obtain and pay for all building permits prior to start construction of each building.
- B. Storm Water Drainage. District shall design and construct all storm water management facilities located within the easement on the Plat, which have been approved by the City. If such storm water management facilities include underground pipes and discharge structure, such underground and discharge structures shall be reviewed and approved by the City prior to their installation pursuant to the engineering plan. Upon completion and acceptance of such underground and discharge storm water management facilities within the stormwater utility easement, the City shall agree to maintain all storm water management facilities located with the storm water utility easement as indicated on Plat.

- 6) FINANCIAL GUARANTEES.** At the time of the execution of this Agreement, the District shall agree to allocate sufficient funding to construct all public improvements as listed in Section 4 of this Agreement. In addition the District shall initially deposit with the City Clerk the sum of \$15,000.00 as a security deposit to insure such construction is completed within 12 months of the date of this Agreement. The funds deposited by the District with the City shall not be used to pay any City or State of Wisconsin permit or license fees associated or the operation of the Public Improvements as listed in Section 4. Such deposit shall remain with the City until such time as the Public Improvements are completed and accepted by the City.

In the event the District failed to complete the Public Improvements as required under Section 4 of this Agreement, the City shall utilize the Deposit to either complete said Public Improvements or restore the construction site to accommodate normal traffic and utility use. Any excess funds shall be remitted to District following completion and acceptance of the Public Improvements as aforesaid. No interest shall be earned or paid on said deposit. The District acknowledges that the City may withhold issuance of building and/or occupancy permit(s) for the Project if the District fails to fully complete Public Improvements as listed in Section 4.

In lieu of said deposit the district may provide a signed agreement between the District and a general contractor to construct such Public Improvements that includes a performance bond, surety or other financial means of guaranteeing the construction of the public improvements under said contract within the 12 months from the date of this Agreement. In such case, the City shall not require the District to deposit the \$15,000 as required under this Section.

- 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 District 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 District is in default by reason of failing to complete the construction of the Public Improvements as stated in Section 4 of this Agreement 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 District by bringing an action for damages and/or specific performance.

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

- 8) ABSOLUTE OBLIGATION/INDEMNIFICATION.** Except as expressly stated herein, the obligations of the District 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 District 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;

During the term of this Agreement, the District, 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 District, 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 District 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 DISTRICT. The District represents and warrants to the City as follows:

- A. That this Agreement and all other documents required to be executed and delivered by the District pursuant hereto, have been and will be duly and validly authorized, executed and delivered by the District, and will be enforceable against the District in accordance with their terms; and
- B. 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 District pursuant thereto, will not violate any provision of District's Articles of Organization or Operating Agreement, or any contract, agreement, court order, or decree to which the District may be subject.
- C. That the District 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 District 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 District'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 District: District Superintendent
Portage Community School District
305 E. Slifer Street
Portage, WI 53901

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

17) 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.

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

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

20) 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.

21) CONTRACTORS ENGAGED BY DISTRICT.

A. Notification. Prior to the commencement of construction on any phase of construction of the Public Improvements, the District 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 District 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 District has with a contractor.

C. Insurance. The District 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.

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

A. Scheduling. The District 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 District to attend a pre-construction conference for the purpose of scheduling construction-related activities.

- B. Costs.** The District 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 District 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 District 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 District 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 District has paid all costs and expenses required under Section 3 below. Prior to any inspection and certification, if appropriate, the District 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 District 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. Public Utility Facilities.** The sanitary and water mains and the respective water 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 District 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 City will obtain appropriate bacteriological samples and arrange for testing at the Wisconsin State Laboratory of Hygiene, with the assistance of the District'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 District 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 District whenever inspection reveals that a Public Improvement does not conform to the City's adopted standards and specifications or is otherwise defective. The District 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 District 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 District 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 District agrees:
1. The District shall grade the Plat in accordance with an approved grading and/or site plan. Any significant change in grade from the approved plans shall require consent from the City Engineer.
 2. The District 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 District shall submit to the City a plan for approval erosion and runoff control measures prior to any land disturbing activity. Once so approved, the District shall adhere to the conditions of the approval, and shall grant the right-of-entry on the Plato designated personnel of the City to inspect and monitor compliance with this requirement.
- G. Sanitary, Water and Storm Sewer Mains and Service Pipes. The District shall install all sanitary, water mains, including service laterals, hydrants, tees, valves, crosses and related appurtenances to serve the Development and all buildings within the Plat 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.

- H. Guarantee. The District 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 District under this Agreement, against defects in workmanship or materials. If any defect should arise during the guarantee period, the District 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 District to the City as beneficiary.
- I. Compliance. The District shall comply with all applicable laws, the Ordinances, rules and regulations in effect, as promulgated by all governmental bodies having appropriate jurisdiction thereof.

23) ACCEPTANCE OF WORK.

- A. Liens. In addition to all of the requirements contained herein, the District 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 District 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 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.

24) INDEMNIFICATION AND INSURANCE REQUIRED OF PRIVATE CONTRACTORS. The District 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 District 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 District. It is hereby agreed that the District is not an agent or employee of the City. The District 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 District 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.

25) SPECIFICATIONS FOR PUBLIC IMPROVEMENTS. The District 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.
- B. The District 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.
- 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.

26) 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 District, nor

does the City warrant by this Agreement that the District 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 District; 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 District 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 District.
- D. Entire Agreement. This Agreement, and written amendments, and any referenced attachments thereto, shall constitute the entire agreement between the District 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 District 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 District or City from performing their/its obligations under this Agreement.

27) 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, all in accordance with applicable provisions of Wisconsin law.

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

29) DISTRICT'S WARRANTY. The District represents that it is or will be the lawful fee simple owners of the Property; and that the lands are free and clear of all liens or encumbrances.

City of Portage, Wisconsin

Dated: _____

BY: _____

W.F. "Bill" Tierney, Mayor

Dated: _____

ATTEST: _____

Marie A. Moe, City Clerk

STATE OF WISCONSIN)

) ss.

COLUMBIA COUNTY)

Personally came before me this ____ day of _____, 2015, the above-named W.F. "Bill" Tierney, Mayor and Marie A. Moe, Clerk of the City of Portage, to me known to be the persons and officers who executed the foregoing instrument and acknowledged that they executed the same as such officers by the City's authority.

Notary Public, State of Wisconsin

My Commission is permanent/expires _____

Portage Community School District

Dated: _____

BY: _____

Mathew Foster, School Board President

Dated: _____

BY: _____

STATE OF WISCONSIN)

) ss.

_____ COUNTY)

Personally came before me this ____ day of _____, 2015, the above-named _____, to me known to be the person and officer who executed the foregoing instrument in his individual capacity and as a member of Premier Real Estate Management, LLC, and the same as the properly authorized act of said company.

Notary Public, State of Wisconsin

My Commission is permanent/expires _____

EXHIBIT A

By reference, the Engineering Plan entitled 5 Lot Addition Portage Community Schools for public improvements, dated 12/8/2014 as prepared by General Engineering Company . All public improvements conducted as part of this Agreement are to be constructed in compliance of said Engineering Plan, unless otherwise approved by the City Engineer.

Additionally by reference, the Final Plat (Pate's Place), dated _____, 2015 as prepared by Grothman & Associates, S.C. and approved by Plan Commission on _____, 2015 and Common Council on _____ 2015 shall be made part of this Agreement.

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 **Divine Savior Healthcare, Inc.**, a Wisconsin non-stock company, with principal offices located at 2817 New Pinery Road, Portage, WI 53901 (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 an IRS 170(b)(1)(a)(iii) hospital or medical research organization, non-stock Wisconsin Company organized and existing in good standing under and pursuant Chapter 181 Wis. Stats., and exercising all of the powers provided for therein; and

WHEREAS, the Developer wishes to construct a 111,019 square foot, 2-story medical office, rehabilitation and wellness facility to be located at 2815 New Pinery Road and an 8,967 square foot addition to the surgical operations of the Hospital located at 2817 New Pinery Road pursuant to the site plan and architectural plans prepared by Summit Smith Healthcare Facilities and Engberg Anderson Architects, Inc. conditionally approved by the City Plan Commission on November 17, 2014, collectively hereinafter referred to as "the Project"; and

WHEREAS, more specifically, the proposed 2-story medical office rehabilitation and wellness facility (known as "Wellness Center") will be constructed as a stand-alone facility with an underground tunnel connection to the Hospital and separate from Tivoli, a residential care facility located at 2805 Hunters Trail; and

WHEREAS, the Project, is proposed to be constructed on portions of Parcel Nos. 11271-3142.07, 11271-3142.09, 11271-3804 and 11271-3805 currently owned by the Developer, hereinafter referred to as the "Property"; and

WHEREAS, the Property is currently zoned B-3 (Interchange Business) and meets the criteria as set forth in Section 90-64 for Large Developments. Proposed uses include office, physical rehabilitation, wellness, daycare and hospital services; and

WHEREAS, the Developer has obtained approvals for zoning, site plan and architectural 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 state and local 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. A Site Plan and architectural drawings were conditionally approved by Plan Commission on November 17, 2014. The Plan Commission approval is conditioned upon satisfactory completion of the following:
 - 1. City Engineer approval of the photometric plan, submitted for review on January 9, 2015. Once accepted, the photometric plan shall be made part of this Agreement by reference as Exhibit B.
 - 2. City Engineer approval of the utility extension plan and specifications, submitted for review on January 22, 2015. Once accepted, the utility extension plan and specifications ("Plans") shall be made part of this Agreement by reference as Exhibit C.
 - 3. Completion of a Traffic Impact Analysis by MSA Professional Services, or another mutually agreed upon consultant for review and approval by the City Engineer no later than 90 days following the execution of this Agreement. Once accepted, the Traffic Impact Analysis shall be made part of this Agreement by reference as Exhibit D.
 - 4. City Engineer approval of the proposed designation of pedestrian and bicycle facilities, dated 1/26/2015 as drawn by McMahan Engineers and submitted for review on January 26, 2015. Once accepted, the revised site plan with the approved pedestrian and bicycle facilities shall be made part of this Agreement by reference as Exhibit E.
 - 5. City Engineer approval of the proposed long term storm water facilities maintenance agreement, a copy of which was submitted to the Wisconsin DNR and City on October 23, 2014. Once accepted, the long term storm water facilities maintenance agreement shall be made part of this Agreement by reference as Exhibit F.

This constitutes the City's approval of the Project.

- 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. Prepare and submit to City Engineer, a certified survey map to consolidate Parcels which constitute the Property to segregate Wellness Center from other buildings on the Property.
- E. Pursuant to Section 90-64(4)(b) of City ordinances, the Developer shall submit an application for a Conditional Use Permit for this Large Development no later than 30 days after execution of this Agreement. City acknowledges that site plan approval by Plan Commission addressed most requirements of Section 90-64 and any omissions or deviations from the prescriptive requirements as listed in that Section 90-64 are approved by this Agreement because the Plan Commission recommended approval to support harmony and compatibility with existing development on the Property.
- F. Warrant that it is the lawful owner of the Property upon which the Project will be constructed.
- G. Cooperate with the City so as to facilitate the City's performance under this Agreement.
- H. Pay all fees and costs associated with the review, approval and construction of any public improvements necessary, issuance of permits and connection of utilities.

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 photometric plan, utility extension plans and specifications, review of bicycle and pedestrian facilities, drafting and/or review of the long term storm water facilities maintenance agreement, drafting this Agreement, completing the traffic impact analysis, 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. Site Plan Review: \$100.00, payable upon submission for approval by Plan Commission (90-474).
2. Conditional Use Permit: \$150.00, payable upon submission of application for consideration by Plan Commission (90-64).
3. Certified Survey Map: \$100, payable upon submission of CSM for review and approval.
4. Occupancy Permits: payable when issuance requested to Building Inspector for the Wellness/Rehabilitation building and surgery addition (90-476).

C. Sewer Connection Fee: Commercial, industrial and other non-residential sanitary sewer hook-up fees shall be based on the City Engineer's estimate of the number of Residential Equivalent Connections based on the design submitted. The applicant shall have the opportunity to request a single adjustment based on actual flows after (2) years have elapsed, but prior to (3) years elapsing from the actual hook-up.

D. Utility Improvements and Inspection Costs: The Developer shall construct all improvements listed in Section 4, Subsections A, B, C and E of this Agreement, at Developer's expense and reimburse the City for inspection costs at the rate of \$40.00/hour.

Unless a different time is provided for above, all such fees 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 if 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 PROPERTY 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. Improvements Recommended via Completed Traffic Impact Analysis (TIA). The Developer shall enter into a subsequent agreement with the City for the construction and payment of public improvements as a result of the completed TIA. Pursuant to Section 90-64(7)(c), the TIA agreement shall identify any private and public improvements required by the TIA, and shall identify the Developer's payment responsibilities for public improvements based on a good faith effort to develop a methodology for assigning the Developer's payment responsibilities. Such agreement shall be executed no later than 60 days following the completion of the TIA.

- E. Water Main Easements. Prior to the issuance of any Occupancy Permits as stated in Section 3.B.2. of this Agreement or no later than **December 1, 2016**, the Developer shall convey a permanent 20' wide utility easement to the City for all public water facilities that shall be owned and maintained by the City. Specifically, the Developer shall prepare and record permanent utility easements for access and utility facility purposes. The easements shall be submitted by the Developer to the City for review and approval before its recording at the Register of Deeds Office. It is understood and agreed that the easement area is herein granted to facilitate the city meeting its water quality and service obligations which are enhanced through water main dedication and conveyance. Developer may request city to relocate said utility line in the event it may conflict with future uses of the property, provided, however, Developer is responsible for all relocation costs and conveys an easement in conformance with city and state specifications for the relocated utility lines, and the City grants acceptance, before abandoning existing easements. Under no circumstances shall any utility easement be released or discharged without the prior written consent of the City. Said consent by the City shall not be unreasonably withheld.

- F. 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 and water 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 F 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 8 herein. If Developer shall fail to cure default within period specified in Section 8, 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 Property pursuant to Section 66.0627, Wis. Stats., without notice or hearing. By reference, the requirements, conditions and obligations as established in the Storm Water Drainage Agreement (Document No. 731691 recorded 7/5/2005 as shown on Exhibit G) shall be made part of this Agreement. It is acknowledged that the Developer shall comply with the requirements of the Storm Water Drainage easement during the design, construction and operation of the Private Improvements specified herein.
- 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. Water Improvements. In addition to all Water Main Improvements listed in 4.C. of this Agreement, Developer shall construct all private water main improvements which shall be owned and maintained by the Developer, except for the two (2) hydrants connected to the private water lateral located as shown on Page C105 of the Plans and connecting to the Hospital. The hydrants located on this water lateral shall be owned and maintained by the Developer, however use of said hydrants by Developer may only

occur by permission from the City. Developer shall insure annual flushing and maintenance of said hydrants by either contracting with City for said activities or privately and providing the City notice of and documentation of annual maintenance. Failure to insure annual maintenance of said hydrants will result in City undertaking required maintenance and assessed back as a special charge against the property pursuant to Sec. 66.0703 Wis. Stats. Said charge shall be a lien on the property and shall be collected through the Special Assessment process.

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, irrevocable letter of credit issued by a financial institution in a form acceptable to the City, or establish an escrow cash deposit 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 within 30 days of execution of this Agreement. 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 28 below.

7) TAXATION OF WELLNESS CENTER. The City and the Developer recognize that, while final determination of property tax exempt status of the Property and/or Wellness Center under §70.11(4), Wis. Stats. has not been made, valuable government services and benefits will be provided, which services and benefits directly or indirectly relate to the public health, safety and welfare, and which include, but are not limited to fire and police protection, paved streets and sidewalks, street lights and snow removal. Therefore both the City and Developer agree to separately and concurrently with this Agreement, engage in discussions intended to result in either the lawful determination of taxable and/or exempt status of the Wellness Center and Property or, if it is determined that the Wellness Center and Property are tax exempt the City shall seek the equitable payment in lieu of taxes (PILOT) for such City services. Said determination or equitable PILOT agreement shall be attained no later than October 1, 2016 or other date as mutually agreed. It is acknowledged by both parties that such PILOT agreement negotiations will take into consideration potential Developer provided services in relation to City provided services. This Section 7 is a statement of the parties' mutual desire to negotiate and execute a definitive agreement. The Developer and the City reserve their respective rights under Wisconsin law as to the taxable and/or exempt status of the Wellness Center unless and until a definitive agreement is made.

8) 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 or escrow deposit 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.

9) 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.

10) 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.

11) 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.

12) 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.

13) 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.

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

- A. That Developer is a non-profit, non-stock 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 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.

15) 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.

16) 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.

17) 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: Divine Savior Healthcare, Inc.
Marlin Nelson, Registered Agent
2815 New Pinery Road
Portage, WI 53901

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

18) 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.

19) 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.

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

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

22) 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.

23) 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.

24) 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 the Public Improvements described herein shall be completed on or before the completion date(s) as described in Section 24A herein, 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 the Public Improvements. No such notice shall be given unless and until the Developer has paid all costs and expenses required under Section 3 herein. 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, hydrants and the respective service valves 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 water utility valuation.) In addition, the water system installation shall not be accepted until two bacteriologically safe samples are 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. The City will 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 twenty (20) 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 twenty (20) 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 Property 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 Property 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 Property 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 City Engineer 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 warranties 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.

25) 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 in hard copy and electronic copy in form compatible with City Engineer's software.
- B. The City shall inspect the Public Improvements as they are completed and if acceptable to the City Engineer, certify such Public Improvements as being in compliance with the standards and specifications of the City. Such inspection shall occur within 5 days after receipt by the City Engineer of written notice by the Developer that a Public Improvement is ready to be inspected. The City shall have 14 days following the point in time when the inspection and all of the matters required of the Developer under the Agreement have been completed to certify the Public Improvement(s) as being in compliance or to advise the Developer that a Public Improvement is not in compliance. Failure of the City to so act within said time limits shall not constitute acceptance of a Public Improvement. Before obtaining certification of any Public Improvement, the Developer shall present to the City valid lien waivers as required by Paragraph 25(A). Certification by the City Engineer does not constitute a waiver by the City of the right to draw funds under the letter of credit or other surety on account of defects in or failure of any Public Improvement that is detected or which occurs following such certification.

26) 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 provide a copy of their current comprehensive general liability insurance policy to the City. The Contractor(s) so engaged are 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.

27) 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.

28) REDUCTION OF LETTER OF CREDIT. If the Developer has posted a Letter of Credit or Escrow Cash Deposit 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/Escrow Deposit as hereinafter provided, as construction and inspection of the Public Improvements are accepted. 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/Escrow Deposit, 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 24(H).

29) 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.

30) NO BAR TO FUTURE ASSESSMENTS. In the event the City should determine to further extend or expand the Public Improvements serving the Property, 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, all in accordance with applicable provisions of Wisconsin law.

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

EXHIBIT A

Project: Medical office, rehabilitation and wellness facility & Surgical Addition to Hospital

By way of reference the Site Layout Plan Revision Dated 11/7/2014 conditionally approved at the November 17, 2014 Plan Commission as prepared by Summit Smith Healthcare Facilities and Engberg Anderson Architects are made part of this Agreement.

EXHIBIT B
Photometric Plan

EXHIBIT C
Utility Extension Improvements

As shown on Construction Plans (Plans) developed by McMahon Engineers dated 11/07/2014, revision dated 1/22/2015 and accepted by the City with materials as specified as follows

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 bare 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 D
Traffic Impact Analysis

EXHIBIT E
Pedestrian and Bicycle Facilities

Bicycle and Pedestrian Facilities Plan, dated 1/26/2015 as drawn byMcMahon Engineers.

EXHIBIT F
Long-term Stormwater Management Maintenance Agreement
Divine Savior Healthcare

SITE NAME AND LOCATION

Divine Savior Healthcare Rehabilitation & Wellness Facility 2815 New Pinery Road
Portage, Wisconsin 53901
Parcel# 11271-3142.07, 11271-3142.09, 11271-3804 and 11271-3805

RESPONSIBLE PARTY The Owner (Divine Savior Healthcare, Inc.), 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.

I. PERMANENT STORM WATER PRACTICES

The following permanent Storm Water Practices are located within the Property.

A. Bio Retention Device

The bio retention devices were designed in accordance with the technical standards as established by the WDNR 1004 code. The bio retention device consist of: (1) shrubs/plantings (2) mulch layer (3) engineered soil layer (4) sand storage layer with a perforated drain pipe. Upon saturation of the soil interface and the sand storage area, runoff will discharge via the perforated pipe. In the event of larger rainfall events, an overflow has been provided within each bio retention basin that directly discharges into the City's storm sewer system.

B. Wet Detention Basin

The wet detention basin located south of the entrance of New Pinery Road receives runoff from a portion of the Divine Savior Healthcare Campus. The Wet Detention Basin has an outlet structure that is designed to restrict flow during rainfall events while meeting the objectives/operations of the facility.

II. MAINTENANCE

A. Bio Retention Device

1. Sediment Removal

Bio retention devices are designed to filter out sediment / pollutants out of the stormwater runoff by allowing storm water to permeate through the engineered soil media. The stormwater runoff is then either collected via a drain tile, or infiltrates into the in-situ soil located below the engineered soil.

Over time, the sediment volume will build up in the planting/filtration area, and will need to be excavated, replaced, and replanted. The upper portion of the permeable soils will likely become clogged first.

In the event that the upper portion becomes clogged, the upper strata can be removed from the bio retention device and replaced with new material. Compaction shall be kept to a minimum during this process. If compaction occurs, compaction mitigation techniques shall be performed.

If the removing the upper portion of the bio retention device is not adequate, or it does not restore the soil permeability, then the bio retention device will need to be excavated and replaced. The bed will need to be replaced or repaired if:

- Water is still standing above ground in the bio retention device for more than 24 hours at the end of a rain event.
- If, after 72 hours at the end of a rainfall event, water is still draining from the drain tile into the catch basin.

The best time for sediment removal is in the early winter months, just before frost sets in. The deep rooted plants will be dormant and may be salvageable, thus reducing the total replacement cost. Any water still standing in the planting bed should be pumped out through the perforated monitoring cleanout.

Any planting bed material that is wet shall be hauled in water-tight trucks. The excavated material should be tested for toxicity (heavy metals, etc...) prior to disposal. If the sediment is determined to be non-toxic, it can be hauled and used at any location. If the material is found to be toxic in nature, it must be hauled to a state regulated dumping facility, i.e. Landfill that is capable of handling/storing the materials found within the soil.

2. Debris & Litter

The bio retention areas should be checked for liter and debris during regular monthly maintenance inspections. Catch basins should be cleaned of debris as well. This work can typically be done while performing lawn maintenance.

3. Vegetation & Noxious Weeds

The bio retention devices should have been planted with grass, or native vegetation. Invasive species are likely to become established within these areas

if grass is not properly established. Invasive species, weeds, etc... are not desired and should be removed.

4. Erosion

In the future, erosion problems may develop within the pre-treatment drainage swales. Typically, erosion problems develop before a dense mat of vegetation is established or after an area is temporarily disturbed. The most common erosion problem that will occur is channel erosion. Channel erosion should be corrected as soon as possible to avoid excess sediment from entering the bio retention devices, potentially causing the area to clog.

Channel erosion is typically caused by high water velocity, an increase in peak flow rate, or a continuous low flow condition. If minor channel erosion occurs, the damaged area should be repaired with topsoil, water, tolerant plants/seeds, mulch, and an erosion blanket. If severe channel erosion is observed, the damaged area should be repaired with rip-rap and a layer of filter fabric or other grade control measures.

B. Wet Detention Basin

1. Debris & Litter

The Proposed Wet Pond is expected to accumulate debris and litter. Debris and litter should be removed on a monthly basis to maintain appearance and public acceptance of the pond. A trash rack is provided at pond outlet structure to minimize clogging potential and also trap debris and litter in the pond. The trapping of debris and litter at the trash rack prevents the disposition of material into the downstream receiving waterbody. Despite the trash racks, pond outlet structures should be checked monthly and after each rainfall event of 0.5 inches or greater to ensure proper pond performance during the next rainfall event.

2. Vegetation & Noxious Weeds

Trees, shrubs and other undesirable woody vegetation will likely invade the detention pond and storm water system. Undesirable woody vegetation should be cut and applied with herbicide directly to the stump. The cut vegetation should be removed from the site. Some trees and shrubs may be desirable to shade pond water, hide litter, reduce accessibility to deep water, discourage Canadian Geese, and improve habitat for desirable wildlife. Before trees and shrubs are allowed to grow within a detention pond, potential negative impacts should be evaluated (e.g. embankment failure due to root damage, branches that clog outlet structures, roots

that penetrate pond liners, vegetation that reduces pond storage volumes, branches that hinder maintenance access, etc.).

Shallow marsh wetland plants are suggested to be planted within the pond safety shelf. Wetland plants shade water, hide litter and algae, reduce shoreline erosion, reduce accessibility to deep water, provide habitat for mosquito predators, discourage canadian geese, improve water quality and aesthetics. It is important to properly manage wetland vegetation to ensure invasive species do not dominate, particularly reed canary grass, purple loosestrife, phragmites, and cattails. The invasive / exotic species should be spot herbicided every year to reduce or eliminate invasive species. A qualified individual should be contacted to conduct an annual inspection of the wetland plants (if installed) to ensure invasive species do not become established and that plants are in good general health. The native wetland plants should be maintained throughout the life of the pond. Dead or dying vegetation should be removed and replaced. A Wisconsin Department of Natural Resources permit may be required in order to harvest wetland vegetation if within waters of the state.

3. Algae

Algae growth may occur within the wet detention pond. If problematic, algae can be removed with a skimmer. The Wisconsin Department of Natural Resources should be contacted if it becomes desirable to add chemicals, fountains, or aerators to the pond for algae control.

4. Erosion

In the future, erosion problems may develop within the storm sewer system, particularly within grass swales and detention ponds. Typically, erosion problems develop before dense vegetation is established or after an area is temporarily disturbed. Below are common erosion problems that should be corrected as soon as practicable.

a. Rill erosion is typically caused by concentrated flow on moderate to steep slopes. Rill erosion is most likely to occur within the first few years after construction. If rill erosion occurs, the damaged area should be repaired with topsoil, seed, fertilizer and mulch. An erosion blanket may be needed to provide additional protection. If rill erosion continues to occur at the same location, other devices such as downspout extenders, diversion ditches, and level spreaders may be necessary to diffuse or divert the concentrated flow.

b. Shoreline erosion is typically caused by water level fluctuations and wave action along the pond perimeter. The pond perimeter is a difficult area to establish a dense vegetated mat. If shoreline erosion occurs, the damaged area should be repaired with topsoil, water tolerant plants / seeds, and mulch. Also, wetland vegetation is recommended within the safety shelf to dissipate wave energy. If severe shoreline erosion occurs, the damaged area should be repaired with rip-rap and a layer of filter fabric.

c. Channel erosion is typically caused by high water velocity, an increase in peak flow rate, or a continuous low flow condition. If minor channel erosion occurs, the damaged area should be repaired with topsoil, water tolerant plants / seeds, mulch, and an erosion blanket. Also, willow trees and other woody vegetation can be planted along the channel if the channel has excess hydraulic capacity. If severe channel erosion is observed, the damaged area should be repaired with rip-rap and a layer of filter fabric. Other options to control channel erosion include rock check dams, grade control measures, wing deflectors, etc.

d. Scour erosion is typically caused by high water velocity within areas of shallow water. Scour erosion is most prevalent at pond inlet and outlet structures. If scour occurs at a pond inlet or outlet structure, the damaged area should be repaired with rip-rap and a layer of filter fabric. The scour severity and anticipated water velocity will determine the appropriate rip-rap size. If scour occurs within other shallow water areas, the preferred method of repair is installation of mature wetland plants. Mature wetland plants dissipate water energy, protect bare soil, and improve habitat. If wetland plants are not expected to provide sufficient protection, the damaged area should be repaired with rip-rap and a layer of filter fabric.

5. Sediment

The Proposed Wet Pond is designed to trap and remove suspended solids and other pollutants from storm water runoff. Occasionally, accumulated sediment will require removal to maintain pond performance. Sediment removal is required whenever the depth of water within the pond's permanent pool is reduced to three feet or less. There are two common methods for sediment removal (1) Dewater and excavate or (2) Dredge. The following schedule shall be utilized for the above techniques, or as approved by WDNR staff.

a. If the sediment removal technique requires dewatering, the permanent pool shall be drawn down by Labor day. Sediment removal can occur once the

permanent pool is drawn down, or the permanent pool can continued to be maintained (drawn down) until sediment removal occurs during winter.

b. If sediment removal is completed by dredging, there is no timeframe required for this work provided disturbance does not occur within the ponds safety shelf during the end of September until frost occurs. Typically, dredging is performed during the spring through fall.

Sediment accumulates most rapidly at pond inlets and sediment forebays. The frequency of sediment removal depends on various factors including upstream channel erosion, construction site erosion controls, winter sand application, street sweeping, catch basin cleaning, and vegetation density within the watershed. Sediment removal should be expected at pond inlets and sediment forebays once every 5 to 7 years and at remaining pond areas once every 20 to 50 years. Also, sediment removal should be expected within ditches every 20 to 50 years.

As mentioned, sediment removal typically involves dredging or excavating. Before excavating, pond water should be de-watered by pumping into the downstream storm sewer system (remaining sediment can be partially de-watered by sinking a well and pump into the sediment). The appropriate Wisconsin Department of Natural Resources permits must be obtained prior to dewatering the pond. Once de-watering is complete, sediment removal can be performed. Sediment removal can be performed using several methods: excavate \ dredge before soil freezes or excavate after soil freezes. In either case, sediment should be loaded on a watertight truck and hauled to an off-site location. If space is available, the contractor may want to temporarily stockpile or dry the wet sediment before loading on a truck and hauling away.

Sediment should be tested for toxicity prior to disposal (oils, heavy metals, pesticides, and other contaminates of concern). Toxicity tests and disposal methods should be in accordance with the appropriate federal, state and local regulations. If the sediment is deemed non-toxic, it can be hauled and disposed of at any off-site location. If the sediment is deemed toxic, it should be hauled to a permitted dumping facility or landfill.

6. Mosquitoes

Mosquitoes are attracted to tall grass, wetland vegetation, and shallow water. Mosquito populations should be monitored to control vector-borne diseases, such as the West Nile Virus. Although mosquitoes can not be permanently eliminated, natural predators can certainly reduce populations. Dragonflies, aquatic insects, bats, and birds are effective natural predators. Nesting boxes can be installed to attract certain bat and bird species. If biological controls are ineffective, other measures may be utilized, such as harvesting wetland vegetation, burning / mowing tall grass, or artificially fluctuating pond water surface elevations to disrupt breeding. If these measures fail, more aggressive measures such as biological larvicides, larvicidal oils, and chemical adulticides may be necessary. The Wisconsin Department of Natural Resources should be contacted before a biological larvicide, larvicidal oil, or chemical adulticide is used within or near a wet pond. Chemical adulticides are toxic.

7. Nuisance Wildlife

Muskrats and geese are attracted to open water. Muskrats are often problematic because they burrow holes and eat wetland vegetation. Holes located within a fill embankment may compromise the embankment's structural integrity. Trapping is used to control muskrat populations. Geese are often problematic because they generate a significant amount of feces and eat wetland vegetation. In large amounts, feces can severely degrade water quality. Typically, wetland vegetation, tall grass, shrub thickets, and trees are used to deter geese from taking residence within a wet pond.

8. Structures

The storm water system should be inspected for structural integrity, deterioration and sediment accumulation on a regular basis. Storm sewer system components with observed cracks, structural deterioration, or other undesirable condition should be immediately repaired or replaced. Accumulated sediment, debris or litter should be removed monthly and after each 0.5 inch rainfall event or greater. Storm sewers and manholes should be televised and cleaned once every 5 to 20 years. Trash racks and bolts should be re-galvanized or re-painted on a regular basis to prevent rust.

STORM WATER SYSTEM Maintenance Checklist

Maintenance tasks denoted with an asterisk (*) should also be performed after each 0.5-inch rainfall event or greater.

Maintenance tasks denoted with an asterisk (*) should also be performed after each 0.5-inch rainfall event or greater.

Monthly Maintenance:

- Check inflow rate, outflow rate and water surface elevation within stormwater management system (Bio retention basins, wet detention facility, catch basins, grass swales, storm sewers, storm sewer manholes, etc... *)
- Remove accumulated debris and litter from inlets, outlets, bio retention basin, wet detention pond etc... *

Quarterly Maintenance:

- Repair eroded areas within bio retention basin or within the drainage basin. Replant in conformance with original specifications. Install erosion blankets within eroded areas, as deemed necessary.
- Repair animal burrow holes within bio retention basin, wet detention basin.
- Check other areas for erosion; repair as necessary.

Seasonal Maintenance:

Spring

- ▼ Check pond inflow rate, bio retention basin inflow rate, outflow rate(s) and water surface elevation. *
- ▼ Remove accumulated debris and litter from inlets and outlets. *
- ▼ Remove debris and litter from storm manholes, catch basins. *
- ▼ Remove debris and litter from bio retention basin.
- ▼ Remove invasive plants, such as Reed Canary Grass, Purple Loosestrife and willow trees. Control by hand pulling and/or trimming.
- ▼ Plant grass or plant prairie plants (if desired) in bare spots or areas with dead vegetation.

Summer

- ▼ A qualified biologist, botanist or ecologist should conduct a vegetation inspection at least once every other year and recommend control techniques for invasive species.
- ▼ Remove invasive plants, such as Reed Canary Grass, Purple Loosestrife and Willow trees if applicable. Control by hand pulling and/or trimming.
- ▼ Measure water levels within the catch basins or clean out at each bio retention devices. When the water depth within the bio retention basin bed does not drain for longer than 24 hours after the end of a recent rain event, or the drain tile is still discharging water into the catch basin 72 hours after a rainfall event, the planting bed should be excavated and replaced.

Late Fall

- ▼ Remove brush and other unwanted woody vegetation from embankments. Remove by hand pulling, brushing and/or trimming. Undesirable woody vegetation can be mowed. Paint stumps with an herbicide, as needed.

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. 66.0703 Wis. Stats. Said charge shall be a lien on the property and shall be collected through the special assessment process..

OWNER:

Divine Savior Healthcare, Inc.
2817 New Pinery Road
Portage, WI 53901

MUNICIPALITY:

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

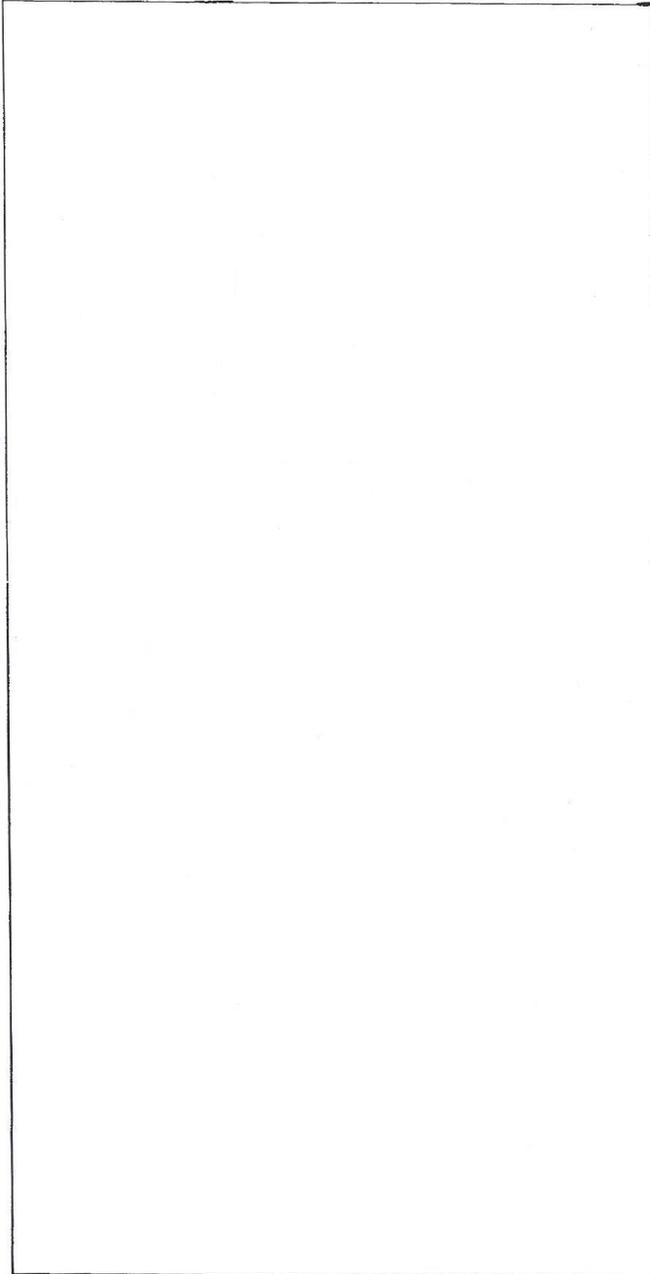
EXHIBIT G

3/11

STORM WATER DRAINAGE AGREEMENT



Document Number



REGISTER OF DEEDS
COLUMBIA COUNTY

RECORDED ON:
07/05/2005 03:40:04PM
PAGES: 11

LISA WALKER
REGISTER OF DEEDS
REC FEE: 31.00
Exempt #:

Recording Area

Name and Return Address
Attorney John R. Miller
P.O.Box 200
Portage, WI 53901

11-012-611.1; 11-012-622.2;
11-012-623.7 and 11-271-3142.07

**City of Portage
Plan Commission Meeting
Monday, February 16th, 2015, 6:30 p.m.
City Municipal Building, 115 West Pleasant Street
Conference Room Two
Minutes**

Members present: Mayor Bill Tierney, Chairperson; Robert Redelings, City Engineer, Jan Bauman, Brian Zirbes, Peter Tofson and Mike Charles

Members excused: Vickie Greenwold

Others present: Administrator Murphy, Director Sobiek, Kirk Konkell, Vern Gove, Carolyn Hamre, Rob Roth, Beth Boaman, Mike Peters, Lynn Jerde and Bill Welsh

Public Hearing – 6:25 pm

To consider a proposed zoning map Amendment and to consider a proposed amendment to the comprehensive plan.

Mayor Tierney read the Public Hearing Notices and mentioned they had been legally published. He then opened the Public Hearing and requested staff provide comments. Administrator Murphy indicated these proposed changes were being recommended so the zoning would reflect what currently exists and the proposed land use would be compatible with the County's building plans along the canal. Subsequent to the public hearing notice, the City and County have arrived at a different plan for parcel #298. As such, it's appropriate for parcel #298 to retain the B4 zoning designation.

Mayor Tierney asked for the first time if there was anyone present who wished to speak in favor of the petition. Kirk Konkell, chairperson of Columbia County's ad hoc building committee said he was in favor of the proposed institutional land use for the 3 parcels along the canal. Mr. Konkell said he was also in favor of the proposed zoning amendments and agrees with leaving parcel #298 zoned B4 to permit on-site parking.

Mayor Tierney asked for a second and third time if there was anyone present who wished to speak in favor of the petition. Hearing no response, he asked 3 times if there was anyone present who wished to speak in opposition to the petition. Hearing no response, the Mayor declared the Public Hearing closed at 6:40 p.m.

Regular Meeting – 6:30 pm

- 1. Roll call**
- 2. Approval of minutes from previous meeting.**

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

3. Discussion and possible action on zoning amendment for parcels (11271-) 123.A;123.B; 123.C;123.D; 123.E;123.F; 131; 131.A; 131.B; 131.C; 138; 139; 140; 132; 137; 141; 169; 170; 164; 180; 181; 182; 186; 87; 188; 189; 191; 192; 200; 236; 237; 244; 250; 251; 261; 262; 263; 296; 297;298; 305.01;1297 and 2490.04.

Administrator Murphy pointed out that the map didn't include the parcel north of Blau Chiropractic, but it was listed in the Public Notice. He also mentioned that the proposed modifications along the canal would support the County's building project. Because parcel #298 will be conveyed to the County for on-site parking, it would be appropriate to retain the B4 zoning. He said the proposed zoning changes to Veteran's Memorial Field (fairgrounds) would support the proposed modifications as outlined in the recently developed Master Plan for the area.

Zirbes inquired as to whether the area between Morgan St. and Griffith St. should also be rezoned A1. Murphy responded that it would need to be considered at a later date.

Motion by Redelings, second by Charles to recommend Council approve the zoning modifications as presented with the exception of parcel #298. Motion passed 6 to 0 on call of the roll.

4. Discussion and possible action on Comprehensive Plan Amendment for Parcels 1297, 304 and 305.1, City of Portage, Columbia County, Wisconsin.

Motion by Redelings, second by Bauman to approve the updates to the Comprehensive Plan as presented. Motion passed 5 to 0 with Zirbes abstaining.

5. Discussion and possible action on revised site plan for Crawford Oil Car Wash.

Rob Roth, RPS, presented the previous approved site plan and the proposed modified site plan and building relocation.

Redelings indicated that a light dispersion diagram still needed to be submitted and Director Sobiek mentioned that an explanation of the landscape point requirement was also needed. Mr. Roth said he was willing to work with City staff on meeting these requirements. He said the project was scheduled for completion by Memorial Day.

Tofson inquired about additional lighting for the proposed parking expansion area and Mr. Roth said he'd ensure there's no lighting deficiency. Tofson suggested

the south most stall along the building may need to be eliminated because a parked vehicle in that space could get hit by a motorist driving around the building. Mr. Roth said striping the centerline should prevent this problem but agreed to eliminate the stall.

Tofson also questioned the rock trench. Mr. Roth said the trench would intercept some of the sheet flow that currently occurs, but there'd still be drainage over the pavement during high intensity storms. Mr. Roth said the rock trench would be beneficial from a water quality perspective.

Mayor Tierney had concerns about the internal traffic pattern and the cross-over between the ingress and egress traffic. Mr. Roth explained the options that were considered, the concern for vehicle stacking that may occur out to STH 16 and concluded that this was the best scenario with the centerline striping.

Tofson suggested the exterior of the building would be more attractive with roof scuppers in lieu of gutters to collect rain water. Mr. Roth said he'd review this design change with the owners.

Motion by Charles, second by Tofson to approve the site plan conditioned upon the developer submitting approved landscaping and lighting plans. Motion passed 6 to 0 on call of the roll.

6. Old Business

- DSH Site Plan/Developer's Agreement

Redlings mentioned that the City and Divine Savior were getting close on the conditions of the Developers Agreement (DA). Construction has temporarily ceased because State approved plans need to be received, the DA needs to be approved and a Conditional Use Permit needs to be issued.

- Jeanne Mundt (Pflanz) Parking Lot

Redelings said there's nothing more to report on the proposed parking lot, but believes the developer still plans on proceeding this year.

7. Adjournment

Motion by Charles, second by Zirbes to adjourn. Motion passed 6 to 0 on call of the roll. The meeting concluded at 7:42 p.m.

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

**City of Portage
Park and Recreation Board Meeting
Tuesday, February 10, 2015 - 6:30 p.m.
Municipal Building Room #1**

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

Members Excused: Todd Kreckman

Also Present: Manager, Dan Kremer, Leslie Hawkinson , Craig Sauer, Jeff Garetson, Mayor Bill Tierney, City Administrator Shawn Murphy and Columbia County Fair Board President Paul Becker.

1. Roll Call

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

2. Approval of minutes of January 13, 2015 meeting

Motion was made by Charles and seconded by Maass to approve the minutes, as submitted, from the January 13th, 2015 meeting. The motion carried 4-0.

3. Discussion and possible recommendation on bids for Park and Rec Vehicles #95 replacement.

Kremer presented proposals from Ewald Automotive Group and Hill Ford of Portage on the Ford, F-250 truck designated as the #95 replacement truck. Kremer also noted, while the Tommy Gate on #95 was still useable, a new one was advised by City mechanics due to poor condition. Kremer recommended keeping the current #95 vehicle as a spare truck for seasonal maintenance staff to be used between the Park and Rec and the DPW departments and list the 1998 Dodge that is currently being used between departments on the Wisconsin Surplus Auction website.

Kremer recommended awarding the Ford, F-250 bid to Hill Ford of Portage for a purchase price of \$22,984 and awarding the tommy gate purchase to Monroe Truck Equipment for the bid price of \$2,984. A motion was made by Charles to accept the Hill Ford bid of \$22,984 and the addition of a tommy gate from Monroe Truck Equipment for \$2,984 for a total of \$25,968 and was seconded by Messer. The motion carried 4-0.

4. Discussion and possible recommendation for 2015 Columbia County Fair Board facility usage agreement.

Kremer provided a visual of the Veterans Memorial Field Facilities grandstand and Soccer field area that is most in question by the Park and Rec board members.

Maass noted in point 5 of the agreement that any damage to the youth soccer fields

during the Columbia County Fair usage could not possibly be reversed in a 5 day time period as stated in the agreement. A plan for blocking off the soccer field area would be respected by the Fair Board. It was also noted that the Fair would have exclusive use of the facilities during fair week, but that watering of the soccer fields during that time was a necessary priority. Columbia County Fair Board President Becker assured the Park and Rec board that a compromise could be reached by allowing watering the fields during their use at agreed upon times and days. A motion was made by Maass to accept the Columbia County Fair Board's 2015 Agreement for use of Veterans Memorial Field Facilities with additional language to include an agreement for watering of the youth soccer fields during their time of use. Second by Charles. The motion carried 4-0.

5. Discussion and possible recommendations on Fee Schedules update.

Kremer presented updated changes to rental fees for the Veterans Memorial Fields building and area usage and noted the previously discussed Metal Detecting permit fee would now be activated. A motion to accept the updated fee schedule was made by Charles and second by Maass. The motion carried 4-0

6. Discussion and possible action on bids for Professional Engineering Services for Silver Lake Beach Parking Lot Retaining Wall.

Kremer stated only one bid was received from the General Engineering Company for the Silver Lake Beach Parking Lot Retaining Wall project. The preliminary design options and estimates acquired from GEC in early 2014 were estimated at \$11,000 for complete replacement of the parking lot retaining wall. Kremer recommended awarding the bid to General Engineering Company for a bid amount of \$7,750. A motion was made by Maass to accept the bid from General Engineering Company for the Silver Lake Beach Parking Lot Retaining Wall project and not to exceed their bid amount of \$7,750. Second by Messer. The motion carried 4-0.

7. Old Business Update(s)

Manager Kremer discussed these updates:

Capital project status update

The plans for updating the Veterans Memorial Fields were progressing forward; a new UTV replacement was being considered for sidewalk sand and salting since the last purchase was in 2000.

Food Pantry updates

The Food Pantry agreement has been finalized and signed with a meeting being planned in the near future to have the group ready for operating out of Building 8 by March.

8. Manager Kremer's Report

Kremer reported work on summer programming is underway and that the department will again be partnering with the school district with a few of the programs. Summer School will run late July and August with our programs running before and after their specified dates. Spring Flag Football is already generating an interest with daily registrations; last year reached 120 participants which we are hoping to match or exceed. The Warming House will be closing two weeks early due to the shelter not realizing much use during ice skating hours. The bathrooms will remain open for participants. A meeting is scheduled with the Horse Council to discuss an agreement for upcoming changes to the Veterans Memorial Fields area.

9. Adjournment

Zirbes asked all in favor to adjourn say Aye. Motion Passed. Meeting adjourned at 7:00 pm.

Respectfully submitted

Leslie Hawkinson

Park & Recreation Department

2015 AGREEMENT FOR USE OF VETERANS MEMORIAL FIELD FACILITIES

This Agreement is by and between the City of Portage (hereinafter referred to as “the City”) and the **Columbia County Fair Board** (hereinafter referred to as “the Renter”) for use of the facilities at Veterans Memorial Field.

WHEREAS, The City owns property known as Veterans Memorial Field that is used by special groups for specific dates, and

WHEREAS, because of the long history of cooperation between the City and other groups within the country and State, and

WHEREAS, the City and the Renter acknowledge that this agreement is not intended to be comprehensive, but serve as a framework for how they will work together, herein are minimum conditions and obligations by which the parties agree to abide.

NOW, THEREFORE, in consideration of the terms and covenants set forth herein, it is agreed as follows:

1. The Renter shall provide written notice to the City, not later than the first business day of January or adoption of this agreement (whichever comes first), of dates needed for the use of the grounds. Such notice shall include dates(s) for the use along with an event site plan or description of the specific building(s) and area(s) the Renter desires to use and schedule of the proposed event.
2. During the period approved by the City, the Renter shall have use of the Veterans Memorial Field facilities so specified; including the buildings and grounds needed to hold their events, except those area(s) and/or building(s) designated on the attached site plan. The Port’s Dog Park shall be open to the general public except when such use interferes with the Renter’s scheduled activities. Rental may request closure of the Dog Park and upon such permission granted from the City, the Renter shall be responsible for posting signs of permitted closure. The Renter shall provide ingress and egress to the Dog Park at all times, including parking areas.
3. The Renter shall be responsible for all costs associated with the use of said facilities, including utilities.
4. The Renter shall stake the perimeter of Varsity Soccer field with stakes and snow fence provided by City. Renter shall not operate any equipment or vehicles on Varsity soccer field

- with the exception of stage trailer, generator truck and trailer, and (5) five seating trailers along perimeter. Any damage to Varsity soccer field will be repaired by Renter within (5) five days following rental period. Any damage to field not repaired within stated time will be repaired by the City or its designee and invoiced to the Renter. Extension(s) may be granted in case of inclement weather when mutually agreed upon by City and Renter.
5. Renter shall place corner markers and/or signage around youth soccer fields. A representative from the City or Youth Soccer Association will provide perimeter boundaries for Renter. Any damage to youth soccer fields will be repaired by Renter within (5) five days following rental period. Any damage to fields not repaired within stated time will be repaired by the City or its designee and invoiced to the Renter. Extension(s) may be granted in case of inclement weather when mutually agreed upon by City and Renter.
 6. Corner border markers of track in front of grandstand shall be cement pillars provided by the City and may not be moved during any event inside of grandstand. Border markers will be set as mutually agreed by the City and the Renter on track during set up for event.
 7. Renter shall be allowed to close street gates on Griffith Street on July 23rd and July 24th from 8 am to 4 pm; and July 25 from 8 am to 5 pm. Street closure shall be allowable upon successful completion and issuance of Street Use Permit and payment of fee.
 8. The Renter shall be allowed to use water line located along Griffith Street and the youth soccer fields. Renter shall submit a water meter connect request to the Portage Water Department no less than (30) days prior to event. All costs associated with connecting and disconnecting water meter, along with water consumption will be invoiced to Renter following event.
 9. At all other times, the City shall have exclusive control of the Veterans Memorial Field area and shall use as it deems appropriate. The Renter shall have use of the Fair Office Building during the period of this agreement.
 10. The Renter at no time shall alter any of the buildings and grounds at the complex, without written permission from the City. Any modifications, temporary or otherwise shall be submitted to the City for consideration with the written application as required in Section 1. Subsequent requests or applications for modifications shall be submitted as soon as practicable. Such requests shall not unreasonably be withheld. The City and Renter shall cooperate on any maintenance or repairs conducted by the Renter.

11. Except for damage occurring during the Renter's events, the City shall be solely responsible for the maintenance, upkeep and repair of the buildings and grounds at Veterans Memorial Field. The City shall insure the facilities are maintained in a safe and sanitary manner. The Renter shall return the facilities used during their event(s) in the same condition in which they were provided, including cleaning of buildings used, grounds cleared of litter and debris and damage repaired. The Renter shall not use the infield part (soccer and softball fields) of the grandstand at any time during the event without written permission and a map showing what areas they will be allowed to use.
12. The Renter shall permit the City and/or its designee to apply water to varsity soccer field during rental period. Renter and City shall mutually agree on which day(s) and time(s) during event the water may be applied. Renter must allow the City and/or its designee to apply water a minimum of two (2) times each week during rental period.
13. The City and the Association further acknowledge that there are many issues, including but not limited to the licensing of amusements and vendors; the provision of insurance; and in kind services that will be subject to regular discussion and agreement so that the Renter will have a successful event for the Renter and the City. Accordingly, a pre-event meeting shall be held within 45 days prior to the scheduled event and a post-event meeting shall be held within 45 days of the conclusion of the scheduled event for purposes of reviewing responsibilities for each party and consider modifications, including capital improvements for subsequent events.
14. Notwithstanding Section 10, the Renter shall provide a certificate of insurance, naming the City as an additional insured, for liability coverage of not less than \$1,000,000 no less than 10 days prior to the scheduled event. The Renter is responsible for obtaining all required licenses and permits for their scheduled event. The Renter shall be responsible for the provision of security during scheduled events and at locations of sale and consumption of alcohol.
15. The Renter shall apply for and obtain a Special Event Permit and a street closure permit. The Special Event Permit will require a \$30.00 non-refundable deposit and additional fees will be assessed following rental period – depending on the level of City assistance. The Street Use Permit will require a \$25.00 fee. In addition to the two permits, a deposit of \$1,000 for use of the facilities will be required. Said deposit shall be in addition to any fees/deposits for the Special Event Permit and Street Closure Permit. Said deposit shall be given to the City

Treasurer/Clerk and shall be returned to the Renter within 14 days of the completion of scheduled events less any deductions for damages and unpaid costs for which the Renter is responsible. Said deposit refund may be withheld until such time as all damage is repaired, fees and utility costs paid. The City shall provide a detailed list of any deductions from said deposit for such unpaid costs.

16. Upon approval of the scheduled event, the City and the Renter shall inspect and document the condition of buildings and grounds prior to start of the event. Such inspection shall be signed and may be subsequently used after event to determine if the deposit shall be returned less any costs/fees. The City agrees to notify the Renter within 7 business days from the end of the event and prior to the return of the deposit, if any problems are observed with the condition of the facilities rented.
17. The Renter has the right to appeal any withholding or deductions from said deposit within fourteen (14) days of the return of the deposit by submitting, in writing a request for the appeal to be heard by the Parks and Recreation Board (PRB). PRB shall render a recommendation to the Common Council to be considered at their next subsequent meeting. Such decision by the Common Council shall be final.
18. Notwithstanding Sections 2 & 9 of this Agreement Renter shall have exclusive use of the buildings and grounds for the period **July 22 – July 27, 2015**. Renter shall coordinate with Manager of Parks & Recreation for access to building and grounds other than the dates listed. It is agreed renter shall have access a minimum of one week prior and one week following rental period for set up and take down.

IN WITNESS WHEREOF, the parties hereto have executed this agreement at the City of Portage, Columbia County, Wisconsin.

Dated this _____ day of _____, 2015.

CITY OF PORTAGE

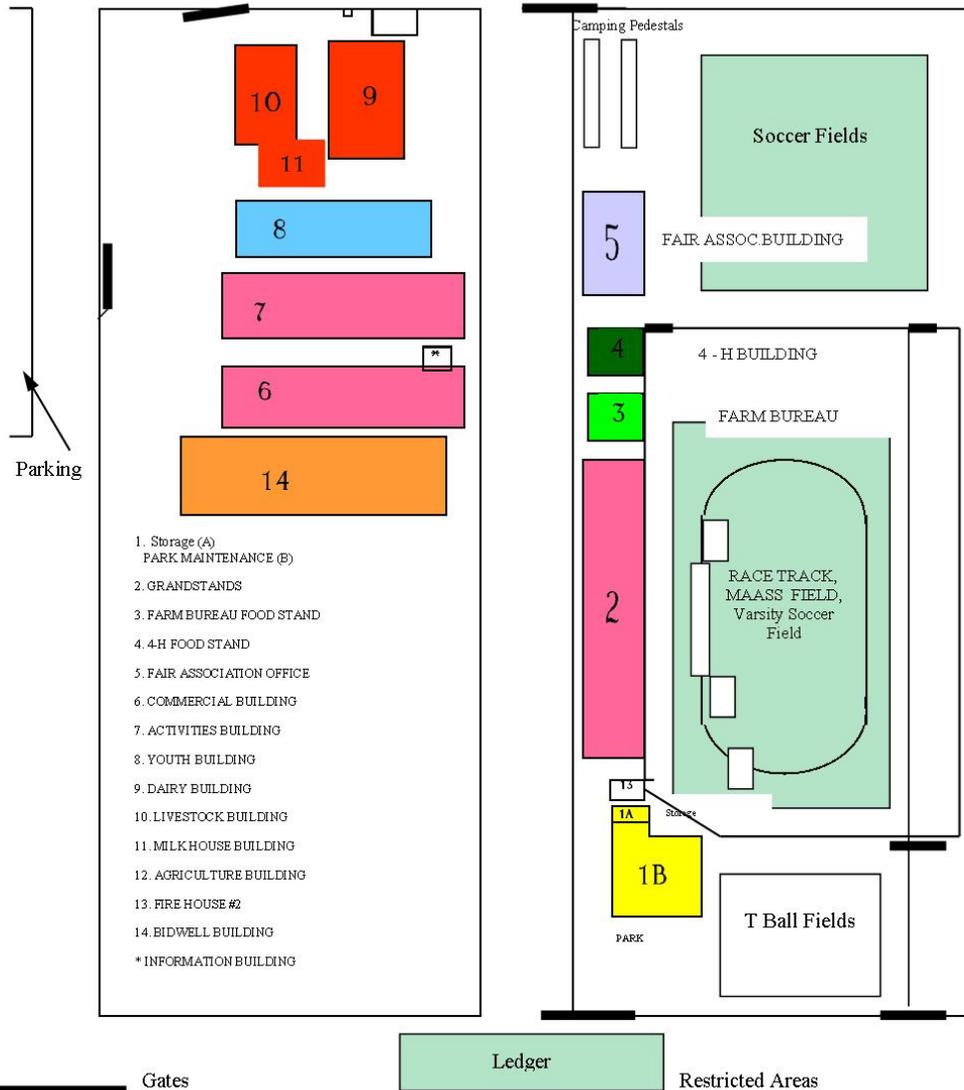
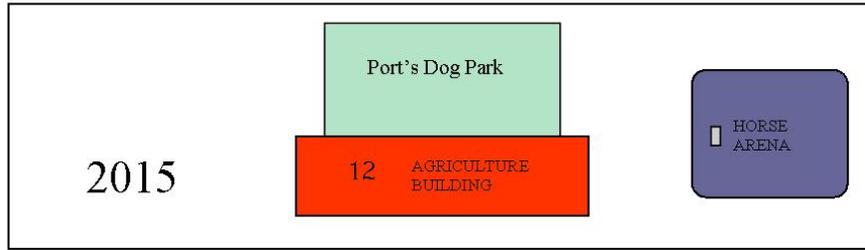
The Renter (Columbia County Fair Board)

By: _____
William F. Tierney, Mayor

By: _____

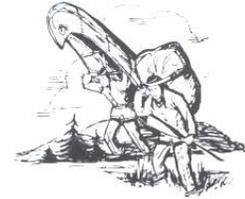
By: _____
Marie A. Moe, Clerk

VETERANS'S MEMORIAL FIELDS



CITY OF PORTAGE

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



"Where the North Begins"

To: Parks and Recreation Board
From: Dan Kremer, Manager of Parks and Recreation
Date: February 4, 2015
Subject: Engineering Services Silver Lake Beach Parking Lot

One bid was received for the Professional Engineering Services for Silver Lake Beach Retaining Wall, it is as follows:

Company	Not to Exceed Total
General Engineering Company	\$7,750

Summary:

Preliminary design options and estimates acquired from GEC in early 2014 displayed an engineering estimate of \$11,000 for complete replacement of the parking lot retaining wall. The City has budgeted \$150,000 for engineering, construction oversight and construction for this project.

RFP release notices were listed on our website and emailed to the following organizations:

SAA
Dimension IV
Rettler
GEC
Angus Young
Kunkel Engineering
Kueny Architects

Recommendation:

I recommend awarding Professional Engineering Services for Silver Lake Beach Retaining Wall to General Engineering in Portage, Wisconsin for the bid amount of \$7,750.



Cost of Services

General Engineering Company (GEC) is proposing a Not-To Exceed fee of **\$7,750**. This fee includes the scope of work from Design Development through Construction Related Services; as defined in the Request for Proposal. The following breakdown represents the estimated hourly breakdown of staff and Phases. (A Rate Schedule is Listed Below).

Design Development through Construction Documents/Bidding

Classification	Estimate of Hours
Project Manager / Structural Engineer	16
Sr. Technician	10
Land Survey Crew	5

Construction Related Services

Classification	Estimate of Hours
Project Manager / Structural Engineer	30
Sr. Technician	3
Land Survey Crew	5

2015 ENGINEERING RATE SCHEDULE

Principal	\$120/hr - \$140/hr
Project Engineer or Project Manager	\$85/hr - \$115/hr
Registered Land Surveyor	\$95/hr
Staff Engineer	\$85 - \$90/hr
Technician	\$60 - \$80/hr
Field Crew Chief (1 person Total Station)	\$70/hr
Field Crew Chief (1 person GPS)	\$135/hr
Land Survey Crew	\$130/hr
Building Inspector	\$75/hr - \$85/hr
Grant & Funding Staff	\$55 - \$75/hr
Administration and Support Staff	\$40/hr

Schedule

The following datelines are established:

Award A/E Contract	February 26
Complete final design and permitting	April 23
Bid Opening	May 28
Award construction contract	June 11
Complete Construction	September 15

Use of City Staff & Resources

- City staff will provide the day to day guidance which sets the methodology for the delivery of this project.

ORDINANCE NO. 15-002

ORDINANCE RELATIVE TO TURF PROTECTION ON PUBLIC PROPERTY

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

Section 54-49 of the Portage Code of Ordinances is hereby repealed and recreated to read as follows:

Section 54-49 Turf Protection on public property

Except as authorized by the Manager of Parks and Recreation, no person shall dig into the turf of any city-owned property for any purposes whatsoever or remove any trees or flowers. Absent authorization by the Manager of Parks and Recreation and successful application and issuance of permit, the use of metal detectors and digging for buried objects on city property, except beaches where no vegetation is present, is prohibited.

This Ordinance shall take effect upon passage and publication thereof.

Passed this ____ day of _____, 2015.

W. F. "Bill" Tierney, Mayor

Attest:

Marie A. Moe, WCPC, MMC, City Clerk

1st Reading:

2nd Reading:

Passed:

Published:

Ordinance requested by:
Park and Recreation Board

ORDINANCE NO. 15-003

ORDINANCE RELATIVE TO ADOPTING AN AMENDMENT TO THE COMPREHENSIVE PLAN OF THE CITY OF PORTAGE, COLUMBIA COUNTY, WISCONSIN

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

Section 1. Pursuant to section 62.23(2) and (3) of the Wisconsin Statutes, the City of Portage, is authorized to prepare and adopt a comprehensive plan as defined in section 66.1001(1)(a) and 66.1001(2) of the Wisconsin Statutes.

Section 2. The Common Council of the City of Portage, Wisconsin, by enactment of Ordinance No. 08-015, formally adopted the "City of Portage, Columbia County, WI Comprehensive Plan 2008-2028" on August 14, 2008.

Section 3. The Plan Commission of the City of Portage, by a majority vote of the entire commission recorded in its official minutes, has adopted a resolution recommending to the Common Council the adoption of an amendment to change the land use designation of the following parcels:

<u>Parcel ID</u>	<u>Address</u>	<u>Existing Use</u>	<u>Current Land Use Designation</u>	<u>Proposed Land Use Designation</u>
(11271-) 1297	105 E Mullett	Retail	Industrial	Public Institution
304	131 E Mullett	Retail/Resale	Industrial	Public Institution
305.01	107-9 E Mullett	Vacant	Industrial	Public Institution

Section 4. The City held a public hearing on this Amendment before Plan Commission on February 16, 2015, in compliance with the requirements of section 66.1001(4)(d) of the Wisconsin Statutes.

Section 5. The Common Council of the City of Portage, Wisconsin, does, by enactment of this ordinance, formally adopt this Amendment to the, "City of Portage Comprehensive Plan" pursuant to section 66.1001(4)(c) of the Wisconsin Statutes.

Section 6. This ordinance shall take effect upon passage by a majority vote of the members-elect of the Common Council and publication as required by law.

Passed this _____ day of _____, 2015.

W.F. "Bill" Tierney, Mayor

Attest:

Marie A. Moe, WCPC, MMC, City Clerk

First reading:
2nd reading:

Ordinance requested by:
Plan Commission

ORDINANCE NO. 15-004

ORDINANCE RELATIVE TO ADOPTING AN AMENDMENT TO THE OFFICIAL ZONING MAP FOR THE CITY OF PORTAGE, COLUMBIA COUNTY, WISCONSIN

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

WHEREAS, pursuant to Ordinance No. 11-003, the City developed and adopted a revised Official Zoning Map consistent with and in compliance with the Comprehensive Plan previously adopted by the City on August 14, 2008 in an effort to protect property values, create an environment in which reinvestment is encouraged, establish clear development procedures, and match regulations to the City's existing and/or desired future land use pattern; and

WHEREAS, on March 14, 2013, the Common Council adopted Ordinance No. 13-005 which approved significant changes to Chapter 90, the Zoning Code; and

WHEREAS, a subsequent comparison of the Comprehensive Plan Land Use Map with the Official Zoning Map reveal several incompatibilities with current and future land uses for several identified parcels; and

WHEREAS, on February 16, 2015, the Plan Commission held and public hearing on the proposed amendment to the Comprehensive Plan and zoning map amendments and recommended to approve same.

NOW THEREFORE, BE IT RESOLVED, the Common Council of the City of Portage, Wisconsin, approved the Plan Commission recommendation to amend the Official Zoning Map as follows:

(11271-) <u>Parcel ID</u>	<u>Address</u>	<u>Existing Use</u>	<u>Current Zoning</u>	<u>Proposed Zoning</u>
123.A	800 Thompson St	SF Residential	B4	R2
123.B	810 Thompson St	SF Residential	B4	R2
123.C	128 Michigan St	SF Residential	B4	R2
123.D	120 Michigan St	SF Residential	B4	R2
123.E	116 Michigan St	SF Residential	B4	R2
123.F	114 Michigan St	SF Residential	B4	R2
131	704 Thompson St	SF Residential	B4	R2
131.A	118 Superior St	SF Residential	B4	R2
131.B	142 Superior St	SF Residential	B4	R2

131.C	708 Thompson St	SF Residential	B4	R2
138	115 Michigan St	SF Residential	B4	R2
139	121 Michigan St	SF Residential	B4	R2
140	710 Thompson St	SF Residential	B4	R2
132	114 Superior St	SF Residential	B4	R2
137	113 Michigan St	SF Residential	B4	R2
141	Veterans Memorial	Field/Lawton/Seigel	B4	A1
169	NA Superior St	Vacant	B4	A1
170	NA Superior St	Vacant	B4	A1
164	NA Superior St	Vacant	B4	A1
180	130 Washington St	SF Residential	B4	R2
181	124 Washington St	SF Residential	B4	R2
182	116 Washington St	SF Residential	B4	R2
186	113 Superior St	SF Residential	B4	R2
187	119 Superior St	SF Residential	B4	R2
188	125 Superior St	SF Residential	B4	R2
189	129 Superior St	SF Residential	B4	R2
191	130 Brook St	SF Residential	B4	R2
192	124 Brook St	SF Residential	B4	R2
200	129 Washington St	SF Residential	B4	R2
236	406 Thompson St	SF Residential	B4	R2
237	124 Brady St	SF Residential	B4	R2
244	127 Brook St	SF Residential	B4	R2
250	130 Pauquette St	SF Residential	B4	R2
251	126 Pauquette St	SF Residential	B4	R2
261	121 Brady St	SF Residential	B4	R2
262	129 Brady St	SF Residential	B4	R2
263	312 Thompson St	SF Residential	B4	R2
296	117 Pauquette St	SF Residential	B4	R2
297	123 Pauquette St	SF Residential	B4	R2
305.01	107-9 E Mullett	Vacant	B4	B2
1297	105 E Mullett	Retail	B4	B2
2490.04	Lot 3,CSM No 5548	Vacant	R5	B1

This ordinance shall take effect upon passage by a majority vote of the members of the Common Council and publication as required by law.

Passed this _____ day of _____, 2015.

W.F. "Bill" Tierney, Mayor

Attest:

Marie A. Moe, WCPC, MMC, City Clerk

First reading:

2nd reading:

Ordinance requested by:

Plan Commission

RESOLUTION NO. 15-009

RESOLUTION TO NAME A STREET REMNANT

WHEREAS, the Plan Commission for the City of Portage has reviewed a request to rename a remnant of East Haertel Street that was left in place after the City re-aligned and constructed East Haertel Street to connect with East Albert Street; and

WHEREAS, specifically a request was made by Gary Kasten, owner of former roller skating business abutting the remnant to rename that section of East Haertel Street starting from the realigned East Haertel Street to the point of termination at Mud Lake; and

WHEREAS, the Plan Commission voted on January 19, 2015 to recommend renaming the aforementioned remnant of East Haertel Street to “Skater’s Way”.

NOW THEREFORE IT IS HEREBY RESOLVED that the City of Portage Common Council approves the Plan Commission recommendation in renaming the East Haertel Street remnant as “Skater’s Way” and directs the Public Works Superintendent to install signage accordingly.

DATED this _____ day of _____, 2015.

W.F. “Bill” Tierney, Mayor

Attest:

Marie A. Moe, WCPC, MMC, City Clerk

Resolution requested by:
Plan Commission

RESOLUTION NO. 15-010

RESOLUTION RELATIVE TO FEE SCHEDULE

WHEREAS, the City of Portage previously adopted a Fee Schedule, Resolution No. 14-038, dated August 14, 2014; and

WHEREAS, attached to this Resolution is a list of revisions to various fees prescribed by the Code of Ordinances.

NOW THEREFORE IT IS HEREBY RESOLVED by the Common Council of the City of Portage that the attached revisions are hereby adopted and shall be incorporated into the Official Fee Schedule placed on file with the City Clerk.

DATED this 26th day of February, 2015.

W.F. "Bill" Tierney, Mayor

Attest:

Marie A. Moe, WCPC, MMC, City Clerk

Resolution requested by:
Finance/Administration Committee

**City of Portage
Fee Schedule**
Proposed Revisions 02/26/15

Businesses

14-94(b) Provisional License ~~\$35~~15.00

Park and Recreation

54-93 Park Reservation Fee \$20.00/day Monday through Friday for Resident;
 \$30.00/day Monday through Friday for non-residents;
 \$25.00/day Saturday, Sunday and Holiday for Residents;
 \$50.00/day Saturday, Sunday and Holiday for non-residents
 Agriculture Bldg \$100/day
 Ball Fields \$75/day, \$125/day lights & lining/field prep
 Bidwell Bldg, \$100/day
 Building 6, \$125/day (restrooms included)
 Building 7, \$100/day
 Building 8, \$125/day, \$200/day (heated)
 Grandstand & Track, \$250/day
 Horse Arena, \$100/day

Recreation Program Fees

Senior Fitness \$1/~~day~~week

Zoning

90-36(1) Rezoning \$~~195~~0.00 per application including repetitions of previous applications
 90-36(2) Conditional Use Permit \$~~195~~0.00 **plus recording fee**
 90-36(3) Variance \$~~715~~0.00
 90-93 Zoning Code Petition for Change or Amendment..... \$~~195~~0.00
 90-171 PUD Planned Unit Development Procedures..... \$~~715~~0 Application Fee Plus Actual Review Costs

RESOLUTION NO. 15-011

RESOLUTION RELATIVE TO COMBINING WARDS

WHEREAS, Section 5.15(6)(b), Wisconsin Statutes, allows municipalities to combine wards for voting purposes; and

WHEREAS, the combining of wards will expedite the work done by pollworkers and the municipal clerk on election days and save the city money; and

WHEREAS, all necessary information as to the ward of each voter will be included in a column on each poll list so it is available in the event there was a recount; and

WHEREAS, in order to effectuate the combining of wards, the municipality must adopt an authorizing Resolution.

NOW THEREFORE IT IS HEREBY RESOLVED by the Common Council of the City of Portage that the City of Portage does hereby authorize the combining of wards for reporting purposes for the April 7, 2015 Spring Election as follows:

Wards 1, 2, 3, 4, 5, 6, 7, 8, 9, 10

DATED this 26th day of February, 2015.

W.F. "Bill" Tierney, Mayor

Attest:

Marie A. Moe, WCPC, MMC, City Clerk

Resolution requested by:
City Clerk

Memo

To: Finance Committee, City of Portage
Shawn Murphy, City Administrator

From: James Mann, Ehlers

Cc: Jean Mohr, City of Portage
David Wagner, Ehlers
Jon Cameron, Ehlers

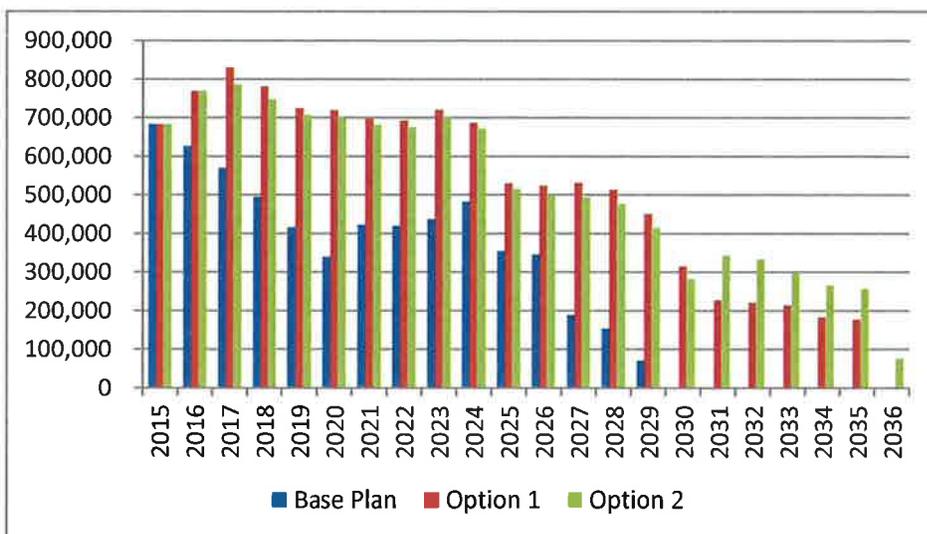
Date: February 20, 2015

Subject: City of Portage – Updated Finance Plan

As you may be aware, after Ehlers initial presentation regarding the 2015/2016 Finance Plan we discovered that the formula calculating the total borrowing needed for 2015 was not capturing the Sewer Utility amount, but was capturing an offset to the levy for the Sewer Utility amount.

Since that initial discovery, several other issues have arisen from small modifications of project expense to Bond Counsel rejecting the inclusion of the elevator project (statute does not allow the issuance of bonds for City Hall projects). Further, increment from TID #8 (Hamilton Street project) was not captured to offset the TID eligible expenditure.

Attached for your review is a revised financing plan addressing the above error and changes to projects expenses/allowance. You will further note that we have added a second 2015 issue to address the elevator project through the issuance of a State Trust Fund Loan or a local bank note.



To the left is a chart that shows the various tax levy impacts of the two options.

Ehlers is looking for direction on the amortization schedule of the debt issue.

Base Debt Plan

Year	Existing G.O. Debt P & I	Less Offsetting Revenues					Current Debt Levy	Projected Equalized Value	Projected Eq. Rate for Debt Service	
		TID #4 Revenues	TID #5 Revenues	TID #7 Revenues	Sewer Revenues	Water Revenues				
		Note 1								
2015	1,473,928	(132,343)	(159,863)	(35,093)	(121,000)	(342,303)	683,328	538,712,900	1.27	2015
2016	1,437,758	(144,984)	(162,981)	(44,493)	(122,925)	(336,003)	626,372	544,100,029	1.15	2016
2017	1,380,828	(142,091)	(160,950)	(58,643)	(119,775)	(329,703)	569,667	549,541,029	1.04	2017
2018	1,314,365	(138,965)	(163,619)	(62,593)	(121,550)	(333,303)	494,336	555,036,440	0.89	2018
2019	1,238,378	(150,291)	(165,913)	(56,543)	(118,250)	(331,728)	415,655	560,586,804	0.74	2019
2020	1,172,881	(150,987)	(167,806)	(65,443)	(119,875)	(325,078)	343,693	566,192,672	0.61	2020
2021	1,137,993	(126,610)	(169,368)	(4,843)	(106,575)	(308,603)	421,995	571,854,599	0.74	2021
2022	975,320	(122,310)	(170,505)	(4,843)	0	(258,003)	419,660	577,573,145	0.73	2022
2023	940,308	(54,645)	(171,238)	(29,580)		(248,033)	436,813	583,348,876	0.75	2023
2024	950,050	(53,630)	(137,025)	(29,036)		(247,756)	482,603	589,182,365	0.82	2024
2025	572,251	(190,305)	0	(28,449)		0	353,498	595,074,189	0.59	2025
2026	562,561	(189,490)	0	(27,824)			345,248	601,024,930	0.57	2026
2027	409,000	(188,238)	0	(32,108)			188,655	607,035,180	0.31	2027
2028	185,415	0		(31,283)			154,133	613,105,532	0.25	2028
2029	101,425			(30,428)			70,998	619,236,587	0.11	2029
2030				0			0	625,428,953	0.00	2030
2031							0	631,683,242	0.00	2031
2032							0	638,000,075	0.00	2032
2033							0	644,380,075	0.00	2033
2034							0	650,823,876	0.00	2034
2035							0	657,332,115	0.00	2035
Total	13,852,459	(1,784,888)	(1,629,266)	(541,196)	(829,950)	(3,060,509)	6,006,650			

Note 1 TID Offsetting Revenues based on actual TID portion of debt service, not actual TID Revenue.

2015 BORROWING DETAIL		2/20/2015		
		2015	2016	TOTAL
TOTAL BUDGET ALL CATEGORIES		\$ 4,537,145	\$ 4,162,000	\$ 8,699,145
TOTAL NET BORROWING ALL CATEGORIES		\$ 4,327,145	\$ 3,376,825	\$ 7,703,971
Estimated General Obligation Debt		\$ 3,576,145	\$ 2,171,825	\$ 5,747,971
Estimated Utility Revenue Debt		\$ 751,000	\$ 1,205,000	\$ 1,956,000

CAPITAL PROJECTS		2015		
Fund 410		Budget	Plan	TOTAL
Account Description				
4100051	MUNICIPAL BUILDING/GROUNDS	\$ 65,000	\$ 110,000	\$ 175,000
BP 6	Library AC Replacement	\$ 65,000		
	Mun. Bldg. Emergency Generator	\$ 100,000	\$ 100,000	
	Museum Exterior Repairs	\$ 10,000	\$ 10,000	
Municipal Building & Grounds Annual Cash Requirements		\$ 65,000	\$ 110,000	\$ 175,000
4100055	P&R BUILDINGS/GROUNDS	\$ 252,000	\$ 555,000	\$ 807,000
BP 6	Pine Meadow Tennis Court	\$ 40,000	\$ 40,000	
	VMF Mst Pln Layout/Design Soccer Field	\$ 8,000	\$ 8,000	
	VMF Mst Pln Deconstruct Ball Fields - Lawton/Siegel Field	\$ 24,000	\$ 24,000	
BP 6	Silver Lake Retaining Wall (Parking Lot)	\$ 150,000	\$ 150,000	
BP 6	Levy Walkway (crack seal and seal coat)	\$ 15,000	\$ 15,000	
BP 6	ADA Woodchips Surfacing(playgrounds)	\$ 15,000	\$ 15,000	
	ADA Woodchips Surfacing(playgrounds)	\$ 10,000		\$ 10,000
	VMF Mstr Pln Layout/Design (Dog Park, Horse Barn & Bldg 12)	\$ 20,000	\$ 20,000	
	VMF Mstr Pln Relocate/Construct Soccer Fields	\$ 80,000	\$ 80,000	
	VMF Mstr Pln Site Plan/Design Adult Ball Diamonds	\$ 35,000	\$ 35,000	
	VMF Mstr Pln Improve Mulltet St & Connect w/Morgan St	\$ 70,000	\$ 70,000	
GA 3	Skatepark Construction	\$ 200,000	\$ 150,000	
	Play Equipment Sanborn	\$ 15,000	\$ 15,000	
	Vet's Field - Fair BLVD U.G Elect (Phase 2)	\$ 25,000	\$ 25,000	
GA 5	3rd Little League Field	\$ 100,000	\$ 94,000	
P&R Building & Grounds Annual Cash Requirements		\$ 252,000	\$ 499,000	\$ 751,000
4100057	PUBLIC INFRASTRUCTURE	\$ 2,802,103	\$ 1,112,000	\$ 3,914,103
BP 2	Hamilton St. Reconstruct (Evergreen Tr - Town of Fort Winn) & E Slifer St	\$ 543,250	\$ 543,250	\$ (4,800)
BP 6	E. Haertel St. - Engineering	\$ 160,453	\$ 160,453	
GA 2 & BP 3	E. Haertel St. Reconstruct: street, C&G, Storm,Sidewalk	\$ 993,400	\$ 993,400	\$ (843,200)
BP 6	E Wisconsin & DeWitt Sts; (Ontario - Pleasant-Design	\$ 20,000	\$ 20,000	
	Reconstruct; 100 blk. E. Franklin St., 300 blk. W. Marion; E. Albert(Hamilton-STH 33).	\$ 325,000	\$ 325,000	\$ (10,375)

SBP Group Contribute \$50K

LL Contribute \$6K

SW Spec Assess \$4800

Grant Reimburse

Rev Sidewalk Fnd \$10,375

BP 6	Chip Seal Thompson St (E. Mullett St. - Wauona Trl.) & Crackfill E. Cook St.	\$ 60,000	\$ 60,000		
BP 4 & SP 1	Alley Resurfacing; #52, 36, 63 & 64	\$ 100,000	\$ 95,000		Alley Rev Fnd \$5K
BP 6	Storm Detention Basin - North Side	\$ 600,000	\$ 100,000	\$ 500,000	
	River St. Reconstruct (W. Wis. St. - Summit St.; 2,300 feet)	\$ 540,000		\$ 540,000	
	W. Conant St. - Design Eng.	\$ 42,000		\$ 42,000	
	E Wisconsin & DeWitt Sts; Ontario St. - Pleasant St.(Design)	\$ 20,000		\$ 20,000	
	Resurface; River St. (Summit - Crestview), Sanborn St. (River - W. Franklin) & Mullet St & Wood St	\$ 280,000		\$ 280,000	
	Chip Seal & Crackfilling; 4,000 feet per year (Locations TBD)	\$ 60,000		\$ 60,000	
GA 4	Alley Resurfacing; 4 Locations TBD	\$ 100,000		\$ 94,200	Alley Rev Fnd \$5800
	Silver Lake Cemetery Rd.	\$ 10,000		\$ 10,000	
	Street lights - Locations TBD	\$ 50,000		\$ 50,000	
	Street signs (per reflectivity requirement)	\$ 10,000		\$ 10,000	
Public Infrastructure Annual Cash Requirements			\$ 2,297,103	\$ 747,825	\$ 3,044,928

FIRE VEHICLE REPLACEMENT			2015	2016	TOTAL
Fund 420			Budget	Plan	FIRE VEH
FIRE VEHICLE					
ENG. 3	1989 - 1000 GPM PUMPER	\$ 237,042	\$ 237,042	\$ 35,000	\$ 272,042
CAR 2	2005 - CHEV 3/4 PICKUP	\$ 35,000		\$ 35,000	
Total Annual Fire Vehicle Cash Requirements			\$ 237,042	\$ 35,000	\$ 272,042

Sidewalk Replacement			2015	2016	TOTAL
Fund 450			Budget	Plan	Sidewalk
Sidewalk					
2015	Sidewalk - Ward 5	\$ 100,000	\$ 100,000	\$ (35,000)	
2016	Sidewalk - Ward 6	\$ 100,000	\$ (35,000)	\$ 100,000	
Total Annual Sidewalk Cash Requirements			\$ 65,000	\$ 65,000	\$ 130,000

TOTAL NET BORROWING-Capital Projects			\$ 2,916,145	\$ 1,456,825	\$ 4,372,971
TOTAL BUDGET CAPITAL PROJECTS			\$ 3,456,145	\$ 1,912,000	\$ 5,368,145

CAPITAL PROJECTS - REVENUE			2015	2016	TOTAL
Fund 410			Budget	Plan	CAP PRJ 410
GRANTS & AIDS					
4104343	GRANTS & AIDS		\$ 890,450	\$ 120,975	\$ 1,011,425
GA 1	Mun. Bldg. Elevator State PF Grant 1 of 2	\$ 47,250		\$ 47,250	
GA 2	E. Haertel St. Reconstruct St of WI 1 of 2	\$ 843,200		\$ 843,200	
GA 3	Skatepark Construction	\$ 50,000		\$ 50,000	
GA 4	Special Assessments	\$ 25,975	\$ 5,000	\$ 20,975	
GA 5	3rd Little League Field	\$ 50,000		\$ 10,000	
Expected Grants & Aids Annual Revenue			\$ 5,000	\$ 971,425	\$ 976,425
4104949	BOND PROCEEDS		\$ 2,228,653	\$ 1,791,025	\$ 4,356,720

BP 1	Mun. Bldg. Elevator 2 of 2	\$ (47,250)		
BP 2	TID 8 - Hamilton St. Reconstruct (Evergreen Trail to Town of Fort Winn) & E Slifer	\$ 543,250		
BP 3	E. Haertel St. Reconstruct St of WI 2 of 2	\$ 150,200		
BP 4	50% Alley Resurfacing; #52, 36, 63 & 64 1 of 2	\$ 100,000		
BP 6	As referenced above	\$ 1,482,453		
Total Net Annual Bond Proceeds		\$ 3,451,145	\$ 940,575	\$ 4,391,720
TOTAL SOURCES		\$ 3,119,103	\$ 1,912,000	\$ 5,031,103

WATER			2015	2016	TOTAL
Fund 610			Budget	Plan	WATER
WATER			\$ 421,000	\$ 1,535,000	\$ 1,956,000
2015	D - Replace 6" W.M. 300 blk. W. Marion - 550'(design & construct)	\$ 65,000	\$ 65,000		
2015	D - Replace watermain 100 blk of E. Franklin - 700'(design & const)	\$ 80,000	\$ 80,000		
2015	P&T - Well #3 - Connect SCADA	\$ 9,000	\$ 9,000		
2015	P&T - Well #3 - Replace VFD	\$ 12,000	\$ 12,000		
2015	P&T - Hwy 33 East' In-line chlorination System	\$ 150,000	\$ 150,000		
2015	PPlt: Design, construction and relocation of Utility Mntc Facility	\$ 105,000	\$ 105,000		
2016	D - Replace watermain; River St.(W. Wisconsin-Summit) - 2,300'	\$ 260,000	\$ 260,000		
2016	PPlt: Design, construction and relocation of Utility Mntc Facility	\$ 1,205,000		\$ 1,205,000	
2016	D - Paint & Repair South (Park St.) Tower	\$ 70,000	\$ 70,000		
Total Annual Water Cash Requirements			\$ 751,000	\$ 1,205,000	\$ 1,956,000

SEWER			2015	2016	TOTAL
Fund 620			Budget	Plan	SEWER
SEWER			\$ 660,000	\$ 715,000	\$ 1,375,000
2015	C - W. Marion St. Sanitary Sewer Replacement; 550'	\$ 70,000	\$ 70,000		Sp Asmnt San Laterals \$3700
2015	B&G - Pavement Crackfilling & Sealcoating	\$ 10,000	\$ 10,000		
2015	C - Sewer/Lateral Replacement - E Franklin St	\$ 90,000	\$ 90,000		Sp Asmnt San Laterals \$5906
2015	T&SH - Service Water Pumping; Install 2 Non-Potable Effluent Pumps	\$ 50,000	\$ 50,000		
2015	T&SH - Upgrade Operating Software to WIMs	\$ 15,000	\$ 15,000		
2015	B&G - New Doors for the Raw Waste and Digester Buildings	\$ 15,000	\$ 15,000		
2015	B&G - Retaining Wall Repair	\$ 10,000	\$ 10,000		
2015	C - Convert Ray-O-Vac Lift Station to Submersible Pumps	\$ 300,000	\$ 300,000		
2015	T&SH - Replace Screw Pump Gear Reducers (2)	\$ 100,000	\$ 100,000		
2016	T&SH - Replace Screw Pump Gear Reducers (2)*	\$ 100,000		\$ 100,000	
2016	C - River St. Sanitary Sewer Replacement; 2,300'(Design & Const)	\$ 250,000		\$ 250,000	
2016	T&SH - Upgrade Operating Software to WIMs	\$ 15,000		\$ 15,000	
2016	T&SH - Recoat Screw Pumps Augers	\$ 350,000		\$ 350,000	
Total Annual Sewer Cash Requirements			\$ 660,000	\$ 715,000	\$ 1,375,000

* updated to \$100,000 from \$70,000 - need to let Ehlers know of change

Estimated 2015-2016 Project Costs & Financing Plan

	2015A Tax-Exempt G.O. Bond	2015B Water Revenue Bond	2016A Tax-Exempt G.O. Bond	2016B Water Revenue Bond
Projects				
Public Facilities	65,000		110,000	
Roads	2,197,103		747,825	
Storm Water Facilities	100,000			
Parks & Recreation	252,000		499,000	
Fire Equipment	237,042		35,000	
Sidewalks	65,000		65,000	
Water Projects		751,000		1,205,000
Sewer Projects	660,000		715,000	
Reoffering Premium				
Subtotal Needed for Projects	3,576,145	751,000	2,171,825	1,205,000
Finance Related Expenses				
Financial Advisor	23,500	15,000	14,000	24,300
Bond Counsel	13,000	12,000	11,000	13,000
Rating Agency Fee	13,000		12,000	
Paying Agent (if Term Bonds)	675	675	675	675
Underwriter's Discount or (Premium) Allowance	1.250% 45,938	1.250% 10,688	1.250% 28,000	1.250% 17,500
Debt Service Reserve	0	63,909		140,000
Subtotal Finance Related Expenses	96,113	102,272	65,675	195,475
Total Financing Required	3,672,258	853,272	2,237,500	1,400,475
Less: Budgetted Cash on Hand Applied				
Less: Other Cash on Hand Applied				
Less: Estimated Interest Earnings/Rounding	2,742	1,729	2,500	(475)
NET ISSUE SIZE	3,675,000	855,000	2,240,000	1,400,000
General Share of Debt Issue	3,016,145		1,456,825	
Public Facilities	65,000			
Roads	1,753,853			
TID #8 (Hamilton Street)	543,250			
Storm Water Facilities	100,000			
Parks & Recreation	252,000			
Fire Equipment	237,042			
Sidewalks	65,000			
Sanitary Sewer Utility Share of Debt Issue	660,000		715,000	
Water Utility Share of Debt Issue				
General Share of Debt Issue	3,099,520		1,502,556	
Public Facilities	66,797			
Roads	1,802,334			
TID #8 (Hamilton Street)	558,267			
Storm Water Facilities	102,764			
Parks & Recreation	258,966			
Fire Equipment	243,595			
Sidewalks	66,797			
Sanitary Sewer Utility Share of Debt Issue	678,244		737,444	
Water Utility Share of Debt Issue				
General Share of Debt Issue	2,995,000		1,505,000	
Public Facilities	70,000			
Roads	1,700,000			
TID #8 (Hamilton Street-Part of General Share of Debt Authorization)	555,000			
Storm Water Facilities	105,000			
Parks & Recreation	260,000			
Fire Equipment	240,000			
Sidewalks	65,000			
Sanitary Sewer Utility Share of Debt Issue	680,000		735,000	
Water Utility Share of Debt Issue				
	TRUE		TRUE	

Option 1 (Revised)

Year	Current Debt Levy	2015 Series A Bonds			Less TID #8 Portion	Less Sewer Portion	2015 Bank Note/STF			Less Grant	2016 Series A Bonds			Less Sewer Portion	Net Debt Levy	Projected Equalized Value	Projected Eq. Rate for Debt Service
		Prinicipal	Rate	Interest			Prinicipal	Rate	Interest		Prinicipal	Rate	Interest				
2015	683,328													683,328	538,712,900	1.27	
2016	626,372	75,000	0.52%	130,782	(42,569)	(69,362)	94,500	2.50%	2,363	(47,250)				769,835	544,100,029	1.41	
2017	569,667	150,000	0.84%	88,793	(41,836)	(62,896)					150,000	0.77%	51,226	(75,104)	829,849	549,541,029	1.51
2018	494,336	175,000	1.04%	87,253	(46,528)	(62,426)					150,000	1.09%	49,831	(66,207)	781,259	555,036,440	1.41
2019	415,855	200,000	1.28%	85,063	(46,122)	(61,846)					150,000	1.29%	48,046	(65,612)	725,183	560,586,804	1.29
2020	343,693	275,000	1.55%	81,651	(45,627)	(61,139)					150,000	1.53%	45,931	(64,907)	724,603	566,192,672	1.28
2021	421,995	175,000	1.80%	77,945	(45,041)	(60,301)					150,000	1.80%	43,434	(64,075)	698,958	571,854,599	1.22
2022	419,660	175,000	2.08%	74,550	(44,362)	(59,331)					150,000	2.05%	40,546	(63,112)	692,952	577,573,145	1.20
2023	436,813	200,000	2.32%	70,410	(48,534)	(63,173)					150,000	2.33%	37,261	(62,017)	720,760	583,348,876	1.24
2024	482,603	125,000	2.51%	66,521	(47,568)	(61,845)					155,000	2.57%	33,522	(65,728)	687,506	589,182,365	1.17
2025	353,498	100,000	2.63%	63,638	(46,540)	(60,431)					155,000	2.76%	29,391	(64,262)	530,293	595,074,189	0.89
2026	345,248	100,000	2.75%	60,948	(45,464)	(58,952)					160,000	2.88%	24,948	(62,711)	524,017	601,024,930	0.87
2027	188,655	250,000	2.86%	55,998	(44,342)	(57,409)					180,000	3.00%	19,944	(61,094)	531,752	607,035,180	0.88
2028	154,133	275,000	2.95%	48,366	(43,180)	(55,811)					180,000	3.11%	14,445	(59,414)	513,539	613,105,532	0.84
2029	70,998	250,000	3.02%	40,535	(41,986)	0					180,000	3.20%	8,766	(57,679)	450,635	619,236,587	0.73
2030	0	200,000	3.07%	33,690	(45,691)	0					180,000	3.27%	2,943	(55,899)	315,043	625,428,953	0.50
2031	0	200,000	3.12%	27,500	0	0					0	3.32%	0	0	227,500	631,683,242	0.36
2032	0	200,000	3.17%	21,210	0	0					0	3.37%	0	0	221,210	638,000,075	0.35
2033	0	200,000	3.21%	14,830	0	0					0	3.42%	0	0	214,830	644,380,075	0.33
2034	0	175,000	3.25%	8,776	0	0					0	3.46%	0	0	183,776	650,823,876	0.28
2035	0	175,000	3.39%	2,966	0	0					0	3.50%	0	0	177,966	657,332,115	0.27
2036	0										0	3.64%	0	0	0	663,905,436	0.00
Total	6,006,650	3,675,000		1,141,423	(675,385)	(794,922)	94,500		2,363	(47,250)	2,240,000		450,233	(887,820)	11,204,782		

2015 Rates based on 2/04/15 MMD A plus 25 bps
 2015 Bank Note/STF based on statutory limitation on bonding for City Hall improvements
 2016 Rates based on 2/04/15 MMD A plus 25 bps

Option 2 (Revised)

Year	Current Debt Levy	2015 Series A Bonds			Less TID #8 Portion	Less Sewer Portion	2015 Bank Note/STF			Less Sewer Portion	2016 Series A Bonds			Less Sewer Portion	Net Debt Levy	Projected Equalized Value	Projected Eq. Rate for Debt Service
		Prinicipal	Rate	Interest			Prinicipal	Rate	Interest		Prinicipal	Rate	Interest				
2015	683,328													683,328	538,712,900	1.27	
2016	626,372	75,000	0.52%	130,782	(42,569)	(69,362)	94,500	2.50%	2,363	(47,250)				769,835	544,100,029	1.41	
2017	569,667	150,000	0.84%	88,793	(41,836)	(62,896)					100,000	0.77%	56,922	(75,104)	785,545	549,541,029	1.43
2018	494,336	175,000	1.04%	87,253	(46,528)	(62,426)					110,000	1.09%	55,938	(66,207)	747,365	555,036,440	1.35
2019	415,655	200,000	1.28%	85,063	(46,122)	(61,846)					125,000	1.29%	54,532	(65,612)	706,669	560,586,804	1.26
2020	343,693	275,000	1.55%	81,651	(45,627)	(61,139)					125,000	1.53%	52,769	(64,907)	706,441	566,192,672	1.25
2021	421,995	175,000	1.80%	77,945	(45,041)	(60,301)					125,000	1.80%	50,688	(64,075)	681,212	571,854,599	1.19
2022	419,660	175,000	2.08%	74,550	(44,362)	(59,331)					125,000	2.05%	48,282	(63,112)	675,687	577,573,145	1.17
2023	436,813	200,000	2.32%	70,410	(48,534)	(63,173)					125,000	2.33%	45,544	(62,017)	704,043	583,348,876	1.21
2024	482,603	125,000	2.51%	66,521	(47,568)	(61,845)					130,000	2.57%	42,418	(65,728)	671,401	589,182,365	1.14
2025	353,498	100,000	2.63%	63,638	(46,540)	(60,431)					130,000	2.76%	38,953	(64,262)	514,855	595,074,189	0.87
2026	345,248	100,000	2.75%	60,948	(45,464)	(58,952)					125,000	2.88%	35,359	(62,711)	499,428	601,024,930	0.83
2027	188,655	250,000	2.86%	55,998	(44,342)	(57,409)					130,000	3.00%	31,609	(61,094)	493,417	607,035,180	0.81
2028	154,133	275,000	2.95%	48,366	(43,180)	(55,811)					130,000	3.11%	27,638	(59,414)	476,732	613,105,532	0.78
2029	70,998	250,000	3.02%	40,535	(41,986)	0					130,000	3.20%	23,536	(57,679)	415,405	619,236,587	0.67
2030	0	200,000	3.07%	33,690	(45,691)	0					130,000	3.27%	19,331	(55,899)	281,431	625,428,953	0.45
2031	0	200,000	3.12%	27,500	0	0					100,000	3.32%	15,545	0	343,045	631,683,242	0.54
2032	0	200,000	3.17%	21,210	0	0					100,000	3.37%	12,200	0	333,410	638,000,075	0.52
2033	0	200,000	3.21%	14,830	0	0					75,000	3.42%	9,233	0	299,063	644,380,075	0.46
2034	0	175,000	3.25%	8,776	0	0					75,000	3.46%	6,653	0	265,429	650,823,876	0.41
2035	0	175,000	3.39%	2,966	0	0					75,000	3.50%	4,043	0	257,009	657,332,115	0.39
2036	0										75,000	3.64%	1,365	0	76,365	663,905,436	0.12
Total	6,006,650	3,675,000		1,141,423	(675,385)	(794,922)	94,500		2,363	(47,250)	2,240,000		632,555	(887,820)	11,387,113		

2015 Rates based on 2/04/15 MMD A plus 25 bps

2015 Bank Note/STF based on statutory limitation on bonding for City Hall improvements

2016 Rates based on 2/04/15 MMD A plus 25 bps

City of Portage



Water System Debt Plan - Includes 2015/2016 Borrowing Plan

Year	Existing Debt	2015 Proposed			2016 Proposed			Gross Debt	Net System Revenues	All Debt Coverage	Net Available for Projects	Gross System Revenues	Rev Debt Only	Rev Debt Coverage	Year
		Principal	Rate	Interest	Principal	Rate	Interest								
2015	349,147			16,358			365,506	636,769	1.74	271,263	1,002,098	23,203	43.19	2015	
2016	342,846	30,000	1.52%	29,972		26,709	429,527	768,295	1.79	338,768	1,162,713	93,524	12.43	2016	
2017	336,544	30,000	1.84%	29,468	50,000	1.77%	52,975	498,987	768,295	1.54	269,308	1,162,713	169,285	6.87	2017
2018	340,143	35,000	2.04%	28,835	50,000	2.09%	52,010	505,988	768,295	1.52	262,307	1,162,713	172,685	6.73	2018
2019	338,566	35,000	2.28%	28,079	50,000	2.29%	50,915	502,560	768,295	1.53	265,735	1,162,713	170,832	6.81	2019
2020	331,914	35,000	2.55%	27,234	50,000	2.53%	49,710	493,858	768,295	1.56	274,437	1,162,713	168,780	6.89	2020
2021	315,437	35,000	2.80%	26,298	50,000	2.80%	48,378	475,112	768,295	1.62	293,183	1,162,713	166,510	6.98	2021
2022	264,836	35,000	3.08%	25,269	50,000	3.05%	46,915	422,019	768,295	1.82	346,276	1,162,713	164,017	7.09	2022
2023	254,864	35,000	3.32%	24,149	50,000	3.33%	45,320	409,332	768,295	1.88	358,963	1,162,713	161,300	7.21	2023
2024	254,586	40,000	3.51%	22,866	50,000	3.57%	43,595	411,046	768,295	1.87	357,249	1,162,713	163,290	7.12	2024
2025	6,827	40,000	3.63%	21,438	75,000	3.76%	41,293	184,557	768,295	4.16	583,738	1,162,713	184,557	6.30	2025
2026	6,825	40,000	3.75%	19,962	75,000	3.88%	38,428	180,214	768,295	4.26	588,081	1,162,713	180,214	6.45	2026
2027		45,000	3.86%	18,343	75,000	4.00%	35,473	173,816	768,295	4.42	594,480	1,162,713	173,816	6.69	2027
2028		45,000	3.95%	16,586	75,000	4.11%	32,431	169,017	768,295	4.55	599,278	1,162,713	169,017	6.88	2028
2029		45,000	4.02%	14,793	75,000	4.20%	29,315	164,108	768,295	4.68	604,188	1,162,713	164,108	7.09	2029
2030		50,000	4.07%	12,871	75,000	4.27%	26,139	164,009	768,295	4.68	604,286	1,162,713	164,009	7.09	2030
2031		50,000	4.12%	10,823	75,000	4.32%	22,918	158,741	768,295	4.84	609,555	1,162,713	158,741	7.32	2031
2032		55,000	4.17%	8,646	75,000	4.37%	19,659	158,305	768,295	4.85	609,990	1,162,713	158,305	7.34	2032
2033		55,000	4.21%	6,342	100,000	4.42%	15,810	177,152	768,295	4.34	591,143	1,162,713	177,152	6.56	2033
2034		60,000	4.25%	3,909	100,000	4.46%	11,370	175,279	768,295	4.38	593,016	1,162,713	175,279	6.63	2034
2035		60,000	4.39%	1,317	100,000	4.50%	6,890	168,207	768,295	4.57	600,088	1,162,713	168,207	6.91	2035
2036					100,000	4.64%	2,320	102,320	768,295	7.51	665,975	1,162,713	102,320	11.36	2036
	3,142,535	855,000		393,554	1,400,000		698,570	6,489,659	16,770,964		10,281,305	25,419,064	3,429,150		

Notes:

- 2015 Rates based on GO estimated rates plus 100 bps
- 2016 Rates based on 2015 rates plus 25 bps
- System Revenues based on 3% increase in 2015 and 8% in 2016

RESOLUTION NO. 15-012

**INITIAL RESOLUTION AUTHORIZING
\$70,000 GENERAL OBLIGATION BONDS
FOR LIBRARY PROJECTS**

RESOLVED that the City of Portage, Columbia County, Wisconsin, borrow an amount not to exceed \$70,000 by issuing its general obligation bonds for the public purpose of financing library projects.

Adopted, approved and recorded February 26, 2015.

W.F. "Bill" Tierney, Mayor

Attest:

Marie A. Moe, WCPC, MMC, City Clerk

(SEAL)

Resolution Requested by:
Finance & Administration Committee

RESOLUTION NO. 15-013

**INITIAL RESOLUTION AUTHORIZING
\$680,000 GENERAL OBLIGATION BONDS
FOR SEWERAGE PROJECTS**

RESOLVED that the City of Portage, Columbia County, Wisconsin, borrow an amount not to exceed \$680,000 by issuing its general obligation bonds for the public purpose of financing sewerage projects.

Adopted, approved and recorded February 26, 2015.

W.F. "Bill" Tierney, Mayor

Attest:

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

(SEAL)

Resolution Requested by:
Finance & Administration Committee

RESOLUTION NO. 15-014

**INITIAL RESOLUTION AUTHORIZING
\$260,000 GENERAL OBLIGATION BONDS
FOR PARKS AND PUBLIC GROUNDS PROJECTS**

RESOLVED that the City of Portage, Columbia County, Wisconsin, borrow an amount not to exceed \$260,000 by issuing its general obligation bonds for the public purpose of financing parks and public grounds projects.

Adopted, approved and recorded February 26, 2015.

W.F. "Bill" Tierney, Mayor

Attest:

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

(SEAL)

Resolution Requested by:
Finance & Administration Committee

RESOLUTION NO. 15-015

**INITIAL RESOLUTION AUTHORIZING
\$2,425,000 GENERAL OBLIGATION BONDS
FOR STREET IMPROVEMENT PROJECTS**

RESOLVED that the City of Portage, Columbia County, Wisconsin, borrow an amount not to exceed \$2,425,000 by issuing its general obligation bonds for the public purpose of financing street improvement projects.

Adopted, approved and recorded February 26, 2015.

W.F. "Bill" Tierney, Mayor

Attest:

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

(SEAL)

Resolution Requested by:
Finance & Administration Committee

RESOLUTION NO. 15-016

**INITIAL RESOLUTION AUTHORIZING
\$240,000 GENERAL OBLIGATION BONDS
FOR FIRE DEPARTMENT EQUIPMENT**

RESOLVED that the City of Portage, Columbia County, Wisconsin, borrow an amount not to exceed \$240,000 by issuing its general obligation bonds for the public purpose of financing the acquisition of fire department equipment.

Adopted, approved and recorded February 26, 2015.

W.F. "Bill" Tierney, Mayor

Attest:

Marie A. Moe, WCPC, MMC, City Clerk

(SEAL)

Resolution Requested by:
Finance & Administration Committee

RESOLUTION NO. 15-017

**RESOLUTION DIRECTING PUBLICATION OF NOTICE TO ELECTORS
RELATING TO BOND ISSUES**

WHEREAS initial resolutions authorizing general obligation bonds have been adopted by the Common Council of the City of Portage, Columbia County, Wisconsin (the "City") and it is now necessary that said initial resolutions be published to afford notice to the residents of the City of their adoption;

NOW, THEREFORE, BE IT RESOLVED that the City Clerk shall, within 15 days, publish a notice to the electors in substantially the form attached hereto in the official City newspaper as a class 1 notice under ch. 985, Wis. Stats.

Adopted, approved and recorded February 26, 2015.

W.F. "Bill" Tierney
Mayor

Attest:

Marie A. Moe, WCPC, MMC, City Clerk

Resolution requested by:
Finance & Administration Committee

(SEAL)

CITY OF PORTAGE

NOTICE TO ELECTORS RELATING TO BOND ISSUES

NOTICE IS HEREBY GIVEN, that on February 26, 2015, at a meeting of the Common Council of the City of Portage, the following resolutions were adopted and recorded pursuant to Section 67.05(1), Wisconsin Statutes:

INITIAL RESOLUTION AUTHORIZING
\$70,000 GENERAL OBLIGATION BONDS
FOR LIBRARY PROJECTS

RESOLVED that the City of Portage, Columbia County, Wisconsin, borrow an amount not to exceed \$70,000 by issuing its general obligation bonds for the public purpose of financing library projects.

INITIAL RESOLUTION AUTHORIZING
\$680,000 GENERAL OBLIGATION BONDS
FOR SEWERAGE PROJECTS

RESOLVED that the City of Portage, Columbia County, Wisconsin, borrow an amount not to exceed \$680,000 by issuing its general obligation bonds for the public purpose of financing sewerage projects.

INITIAL RESOLUTION AUTHORIZING
\$260,000 GENERAL OBLIGATION BONDS
FOR PARKS AND PUBLIC GROUNDS PROJECTS

RESOLVED that the City of Portage, Columbia County, Wisconsin, borrow an amount not to exceed \$260,000 by issuing its general obligation bonds for the public purpose of financing parks and public grounds projects.

INITIAL RESOLUTION AUTHORIZING
\$2,425,000 GENERAL OBLIGATION BONDS
FOR STREET IMPROVEMENT PROJECTS

RESOLVED that the City of Portage, Columbia County, Wisconsin, borrow an amount not to exceed \$2,425,000 by issuing its general obligation bonds for the public purpose of financing street improvement projects.

INITIAL RESOLUTION AUTHORIZING
\$240,000 GENERAL OBLIGATION BONDS
FOR FIRE DEPARTMENT EQUIPMENT

RESOLVED that the City of Portage, Columbia County, Wisconsin, borrow an amount not to exceed \$240,000 by issuing its general obligation bonds for the public purpose of financing the acquisition of fire department equipment.

The Wisconsin Statutes (s. 67.05(7)(b)) provide that the initial resolutions need not be submitted to the electors unless within 30 days after adoption of the initial resolutions a petition is filed in the City Clerk's office requesting a referendum. This petition must be signed by electors numbering at least 10% of the votes cast for governor in the City at the last general election. A petition may be filed with respect to any one or more of the initial resolutions.

City of Portage

Marie A. Moe
City Clerk

RESOLUTION NO. 15-018

RESOLUTION PROVIDING FOR THE SALE OF \$3,675,000 GENERAL OBLIGATION CORPORATE PURPOSE BONDS

WHEREAS, the City of Portage, Columbia County, Wisconsin (the "City") has adopted initial resolutions (the "Initial Resolutions") authorizing the issuance of general obligation bonds for the following public purposes and in the following amounts:

\$70,000 for library projects;
\$680,000 for sewerage projects;
\$260,000 for parks and public grounds projects;
\$2,425,000 for street improvement projects; and
\$240,000 for fire department equipment (collectively, the "Projects");

WHEREAS, the Common Council hereby finds and determines that the Projects are within the City's power to undertake and therefore serves a "public purpose" as that term is defined in Section 67.04(1)(b), Wisconsin Statutes; and

WHEREAS, the Common Council of the City hereby finds and determines that general obligation bonds in an amount not to exceed \$3,675,000 should be issued pursuant to the Initial Resolutions.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City that:

Section 1. Combination of Issues. The issues referred to above are hereby combined into one issue of bonds designated "General Obligation Corporate Purpose Bonds" (the "Bonds") and the City shall issue Bonds in an amount not to exceed \$3,675,000 for the purposes above specified.

Section 2. Sale of the Bonds. The Common Council hereby authorizes and directs that the Bonds be offered for public sale. At a subsequent meeting, the Common Council shall consider such bids for the Bonds as may have been received and take action thereon.

Section 3. Notice of Sale. The City Clerk (in consultation with the City's financial advisor, Ehlers & Associates, Inc. ("Ehlers")) is hereby authorized and directed to cause the sale of the Bonds to be publicized at such times and in such manner as the City Clerk may determine and to cause copies of a complete, official Notice of Sale and other pertinent data to be forwarded to interested bidders as the City Clerk may determine.

Section 4. Official Statement. The City Clerk (in consultation with Ehlers) shall also cause an Official Statement to be prepared and distributed. The appropriate City officials shall determine when the Official Statement is final for purposes of Securities

and Exchange Commission Rule 15c2-12 and shall certify said Statement, such certification to constitute full authorization of such Statement under this resolution.

Section 5. Award of the Bonds. Following receipt of bids for the Bonds, the Common Council shall consider taking further action to provide the details of the Bonds; to award the Bonds to the lowest responsible bidder therefor; and to levy a direct annual irrepealable tax sufficient to pay the principal of and interest on the Bonds as the same becomes due as required by law.

Section 6. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Common Council or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted, approved and recorded February 26, 2015.

W.F. "Bill" Tierney, Mayor

Attest:

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

(SEAL)

Resolution requested by:
Finance & Administration Committee

RESOLUTION NO. 15-019

**RESOLUTION PROVIDING FOR THE SALE OF
\$880,000 WATER SYSTEM REVENUE BONDS**

WHEREAS the City of Portage, Columbia County, Wisconsin (the "City") is in need of \$880,000 for the public purpose of paying the cost of extensions, improvements and additions to the City's water system; and

WHEREAS it is desirable to borrow said funds through the issuance of water system revenue bonds pursuant to Section 66.0621, Wis. Stats.;

NOW, THEREFORE, BE IT RESOLVED that:

Section 1. Issuance of Bonds. The City shall issue water system revenue bonds in an approximate amount of \$880,000 for the purpose above specified, which bonds shall be designated "Water System Revenue Bonds" (the "Bonds").

Section 2. Sale of Bonds. The Common Council hereby authorizes and directs that the Bonds be offered for public sale. At a subsequent meeting, the Common Council shall consider such bids for the Bonds as may have been received and take action thereon.

Section 3. Notice of Sale. The City Clerk (in consultation with the City's financial advisor, Ehlers & Associates, Inc. ("Ehlers")) is hereby authorized and directed to cause the sale of the Bonds to be publicized at such times and in such manner as the City Clerk may determine and to cause copies of a complete, official Notice of Sale and other pertinent data to be forwarded to interested bidders as the City Clerk may determine.

Section 4. Official Statement. The City Clerk (in consultation with Ehlers) shall also cause an Official Statement to be prepared and distributed. The appropriate City officials shall determine when the Official Statement is final for purposes of Securities and Exchange Commission Rule 15c2-12 and shall certify said Statement, such certification to constitute full authorization of such Statement under this resolution.

Adopted, approved and recorded February 26, 2015.

W.F. "Bill" Tierney, Mayor

Attest:

Marie A. Moe, WCPC, MMC, City Clerk

(SEAL)

Resolution Requested by:
Finance & Administration Committee